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8 **UNITED STATES DISTRICT COURT**
9 **EASTERN DISTRICT OF CALIFORNIA**

10 GLOBAL MUSIC RIGHTS, LLC, a
11 Delaware limited liability company,

12 Plaintiff,

13 v.

14 ONE PUTT BROADCASTING, LLC, a
California limited liability corporation; JSA
15 BROADCASTING CORPORATION, a
California corporation; and John Ostlund,
16 an individual.

17 Defendant.

Case No. _____

**COMPLAINT FOR COPYRIGHT
INFRINGEMENT**

(17 U.S.C. § 501)

JURY DEMAND

18
19 Plaintiff Global Music Rights, LLC (“GMR”), by and through its attorneys,
20 states the following as its Complaint against One Putt Broadcasting, LLC, JSA
21 Broadcasting Corporation, and John Ostlund (collectively, “Defendants”):

22 **PRELIMINARY STATEMENT**

23 1. Musical compositions are intellectual property and, in the case of
24 “hit” compositions, highly valuable intellectual property. United States law grants
25 to copyright owners certain exclusive rights, including the right to authorize others
26 to perform publicly their music. *See* 17 U.S.C. § 106.

27 2. Terrestrial radio companies perform compositions to drive
28 listenership which, in turn, drives advertising and other forms of revenue. Before

1 performing publicly copyrighted compositions, however, the terrestrial radio
2 company must obtain authorization to do so.

3 3. When a terrestrial radio company performs a musical composition
4 without obtaining the necessary advanced permission, it acts in violation of federal
5 copyright laws. When that terrestrial radio company had been offered *ten* separate
6 opportunities to license the public performances, *declined* those opportunities,¹
7 paid *nothing* for performances, and *still* performed *more than one hundred*
8 compositions *tens of thousands of times*, then it acted *willfully* in violation of
9 federal copyright laws. Defendants are willful infringers.

10 4. Performance Rights Organizations, or “PROs” as they are known in
11 the music industry, represent songwriters and publishers in licensing the public
12 performances of copyrighted music. For decades, there were only three PROs—
13 ASCAP, BMI, and SESAC—which collectively represented (and continue to
14 represent) more than tens of thousands of composers and 20 million compositions
15 that are available for public performance.

16 5. Founded in 2013, GMR is the fourth PRO overall— and the first new
17 PRO in the United States in more than 70 years. GMR represents an elite roster of
18 just over 100 songwriters (and associated publishers), including Bruce
19 Springsteen, Bruno Mars, Drake, Pharrell Williams, John Lennon, and The Eagles,
20 in licensing the public performances of their copyrighted music (the “GMR
21 Compositions”).

22 6. Defendants are sophisticated media companies and the owner of a
23 sophisticated media company that operate numerous radio stations in California.
24 Some of Defendants’ radio stations perform GMR Compositions and, since at least
25

26
27 ¹ On one occasion, in response to GMR’s ninth license offer to Defendants,
28 Defendants opted into the license but then failed to pay any of the license fees due
thereunder.

1 2017, these stations have performed GMR Compositions without obtaining a
2 license in violation of copyright laws.

3 7. Defendants' infringements were neither incidental nor accidental.
4 Defendants radio stations performed more than one hundred GMR Compositions
5 tens of thousands of times.

6 8. Defendants' infringements were willful. GMR submitted to
7 Defendants in January 2017, August 2017, February 2018, August 2018, February
8 2019, August 2019, March 2020, March 2021, December 2021, and January 2022
9 ten separate written license offers pursuant to which radio stations owned by
10 Defendants would be authorized to perform publicly the GMR Compositions.
11 Defendants did not accept them,² and Defendants did not pay GMR any license
12 fees from January 2017 through the filing of this complaint. Defendants made the
13 strategic decision not to pay GMR for these uses and hoped to get away with it.
14 But Defendants did not get away with it. Its stations have been caught red-handed
15 violating the law.

16 9. By way of this Complaint, GMR seeks to hold Defendants
17 accountable for their willful infringements of the GMR Compositions.

18 **JURISDICTION AND VENUE**

19 10. This is a suit for copyright infringement under the United States
20 Copyright Act of 1976, as amended, 17 U.S.C. § 101, *et seq.* (the "Copyright
21 Act"). This Court has jurisdiction pursuant to 28 U.S.C. § 1331 and 28 U.S.C. §
22 1338(a).

23 11. This Court has personal jurisdiction over Defendants because, among
24 other things, Defendants operate radio stations in the State of California,
25 Defendants regularly conduct or have conducted business in the State of
26

27 ² As noted above, while in response to GMR's ninth license offer in December 2021
28 Defendants opted into the license, they failed to pay any of the license fees due
thereunder.

1 California, and Defendants have caused injury to GMR within the State of
2 California and in this judicial district.

3 12. Venue is proper in this judicial district pursuant to 28 U.S.C. §
4 1400(a), and 28 U.S.C. § 1391(b).

5 **PARTIES**

6 13. Plaintiff GMR is a Delaware limited liability company with its
7 principal place of business at 1100 Glendon Avenue, Suite 2000, Los Angeles,
8 California 90024.

9 14. GMR is a performance rights organization, or PRO. As a PRO, GMR
10 represents owners of copyrights in musical works in licensing the public
11 performance of those works.

12 15. GMR represents an elite roster of over 100 premium songwriters and
13 associated publishers. These songwriters and publishers have granted GMR the
14 right to license to others the GMR Compositions. GMR has the right to license
15 their works, collect applicable license fees for performances of those works, remit
16 payments, and enforce the intellectual property rights in court if necessary.

17 16. One Putt Broadcasting, LLC is a California limited liability company
18 with its principal place of business at 1415 Fulton St, Fresno, California 93721.

19 17. JSA Broadcasting is a California corporation with its principal place
20 of business at 1415 Fulton St, Fresno, California 93721.

21 18. John Ostlund is a resident of the State of California. On information
22 and belief his principal place of business at 1415 Fulton St, Fresno, California
23 93721.

24 19. Defendants are major media companies and the owner of major
25 media companies that during the relevant period in this case owned radio stations
26 in California, including but not limited to the following stations: KJFX-FM,
27 KJWL-FM, KYNO-AM, KWDO-FM, and KFRR-FM.

28 **THE COPYRIGHTED WORKS**

1 20. Beginning as late as January 1, 2017 (and possibly earlier) and
2 continuing through the present, radio stations owned by Defendants have publicly
3 performed GMR Compositions without obtaining a license and without paying for
4 their performances. Exhibit A identifies the GMR Compositions that Defendants
5 have performed since January 2020 that are currently the subject of this lawsuit.
6 Radio stations owned by Defendants performed publicly these GMR
7 Compositions *more than 20,000 times*.³

8 21. Each of the GMR compositions listed on Exhibit A was registered
9 with the United States Copyright Office and complied in all respects with the
10 requirements of the Copyright Act. Certificates of Registration have been granted
11 for each of those works.

12 22. The owners of each work listed on Exhibit A each possess public
13 performance rights in the GMR Compositions. Those owners have granted to
14 GMR the exclusive third-party right to license to others the right to perform
15 publicly the GMR Compositions.

16 23. For each infringement listed on Exhibit A, Defendants and/or radio
17 stations owned by Defendants did not have a valid license, authorization,
18 permission, or consent to perform publicly the GMR Compositions.

19 24. Also, radio stations owned by Defendants may have performed
20 publicly without authorization and, therefore, intentionally infringed other GMR
21 Compositions that are not identified on Exhibit A and for which they may be liable
22 under the Copyright Act.

23 25. Defendants' infringement of each GMR Composition is governed by
24 the same legal rules and involves similar facts and, thus, litigating them together
25 promotes the administration of justice and avoids a multiplicity of separate, similar
26 actions against Defendants.

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28 ³ GMR reserves the right to amend its complaint based on further investigation and/or
information learned in discovery.

DEFENDANTS' INTENTIONAL INFRINGEMENT

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2 26. Defendants' radio stations have infringed the GMR Compositions
3 thousands of times. Defendants had the legal obligation to ensure that its radio
4 stations obtained authorization to perform the GMR Compositions before the
5 stations publicly performed the GMR Compositions. Defendants did not obtain
6 the necessary authorization, making the calculated decision instead to infringe
7 freely and hope GMR would either not find out or not enforce its rights.

8 27. Defendants are aware and knew that the public performance of
9 copyrighted musical compositions on their radio stations without a valid license
10 would constitute copyright infringement. Defendants have operated radio stations
11 in the United States for years and GMR has repeatedly advised Defendants that
12 they need a valid license to perform GMR Compositions. As media companies
13 with years of experience, Defendants are well-versed in matters of licensing and
14 copyright infringement and understand fully their obligation to obtain a
15 performance rights license before performing copyrighted works on their radio
16 stations.

17 28. Defendants are aware and knew that the public performance of the
18 GMR Compositions required prior authorization and that publicly performing the
19 GMR Compositions without prior authorization would constitute copyright
20 infringement. GMR's entrance into the PRO market in 2013 was headline news in
21 the music industry and was noted in multiple national publications. *See, e.g.,* Ben
22 Sisario, *Irving Azoff to Start New Entertainment Business*, NEW YORK TIMES,
23 Sept. 4, 2013.⁴ In the years following GMR's founding, prominent music industry
24 publications have regularly published articles tracking the movement of artists
25 from other PROs to GMR. *See, e.g.,* Ed Christman, *Pharrell to Leave ASCAP for*
26 *Irving and Grimmet's Global Music Rights*, BILLBOARD MAGAZINE, Jul. 25,

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28 ⁴ Available at <https://www.nytimes.com/2013/09/05/business/media/irving-azoff-starts-new-entertainment-business.html> (last accessed October 3, 2022).

1 2014;⁵ Ed Christman, *Prince Estate Taps Azoff's Global Music Rights to Oversee*
2 *Artist's Entire Catalog*, BILLBOARD MAGAZINE, Jan. 11, 2017.⁶ Another
3 PRO, BMI, posted a notice on its website notifying licensees that a number of
4 songwriters previously affiliated with BMI had joined GMR and that a license
5 from BMI would no longer permit the public performance of those songwriters'
6 compositions.

7 29. Defendants made a willful, calculated, and strategic decision not to
8 obtain prior authorization to perform publicly the GMR Compositions and hope
9 that GMR would not find out or would choose not to enforce its rights. On
10 multiple occasions between January 2017 and the present, GMR offered
11 Defendants the opportunity to license GMR Compositions for public performance
12 and warned Defendants that their stations were not authorized to perform publicly
13 the GMR Compositions unless Defendants secured and paid for a license:

14 30. The first written proposal from GMR to Defendants was in January
15 2017. It stated: "GMR has agreed to offer a 9-month . . . license to [Defendants] .
16 . . If you choose to enter into this . . . license, stations owned by [Defendants]. . .
17 may publicly perform GMR's repertory . . ." Defendants did not submit a signed
18 license, and did not pay GMR any money.

19 31. In March 2017, GMR sent Defendants another communication,
20 stating: "We write to follow up on our attempts to contact you concerning your
21 radio station group and GMR compositions. GMR offered [a] . . . license to radio
22 station groups seeking to use GMR compositions . . . To date, we have not
23 received a signed agreement or payment from you. Accordingly, you are not
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26 ⁵ Available at [https://www.billboard.com/articles/business/6188942](https://www.billboard.com/articles/business/6188942/pharrell-to-leave-ascap-for-irving-and-grimmets-global-music-rights)
27 [/pharrell-to-leave-ascap-for-irving-and-grimmets-global-music-rights](https://www.billboard.com/articles/business/6188942/pharrell-to-leave-ascap-for-irving-and-grimmets-global-music-rights) (last accessed
28 October 3, 2022).

⁶ Available at [https://www.billboard.com/articles/business/7654288/prince-global-](https://www.billboard.com/articles/business/7654288/prince-global-music-rights-gmr-performance-licensing-deal)
[music-rights-gmr-performance-licensing-deal](https://www.billboard.com/articles/business/7654288/prince-global-music-rights-gmr-performance-licensing-deal) (last accessed October 3, 2022).

1 authorized to perform GMR compositions.” Defendants did not submit a signed
2 license, and did not pay GMR any money.

3 32. In August 2017, GMR sent Defendants another communication,
4 stating: “GMR is . . . offering [a] 6-month license . . . If you choose to enter into
5 this . . . license, stations owned by [Defendants] may publicly perform GMR’s
6 repertory.” Defendants did not submit a signed license, and did not pay GMR any
7 money.

8 33. In February 2018, GMR sent Defendants another communication,
9 stating: “GMR is . . . offering [a] 6-month license . . . If you choose to enter into
10 this . . . license, stations owned by [Defendants] may publicly perform GMR’s
11 repertory.” Defendants did not submit a signed license, and did not pay GMR any
12 money.

13 34. In August 2018, GMR sent Defendants another communication,
14 stating: “GMR is . . . offering [a] 6-month license . . . If you choose to enter into
15 this . . . license, stations owned by [Defendants] may publicly perform GMR’s
16 repertory.” Defendants did not submit a signed license, and did not pay GMR any
17 money.

18 35. In February 2019, GMR sent Defendants another communication,
19 stating: “GMR is . . . offering [a] 6-month license . . . If you choose to enter into
20 this . . . license, stations owned by [Defendants] may publicly perform GMR’s
21 repertory.” Defendants did not submit a signed license, and did not pay GMR any
22 money.

23 36. In August 2019, GMR sent Defendants another communication,
24 stating: “GMR is . . . offering [a] 6-month license . . . If you choose to enter into
25 this . . . license, stations owned by [Defendants] may publicly perform GMR’s
26 repertory.” Defendants did not submit a signed license, and did not pay GMR any
27 money.

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1 37. In March 2020, GMR sent Defendants another communication,
2 stating: “GMR is . . . offering [a] 12-month license . . . If you choose to enter into
3 this . . . license, stations owned by [Defendants] may publicly perform GMR’s
4 repertory.” Defendants did not submit a signed license, and did not pay GMR any
5 money.

6 38. In March 2021, GMR sent Defendants another communication,
7 stating: “GMR is . . . offering [a] 9-month license . . . If you choose to enter into
8 this . . . license, stations owned by [Defendants] may publicly perform GMR’s
9 repertory.” Defendants did not submit a signed license, and did not pay GMR any
10 money.

11 39. In December 2021, GMR sent Defendants another communication
12 offering Defendants a 3-month license and informing Defendants that “failure to
13 secure this [license] will result in your company being unlicensed and
14 unauthorized to perform the music represented by GMR.” Defendants opted into
15 the license, but did not pay GMR any money.

16 40. In January 2022, GMR sent Defendants another communication
17 offering Defendants a long-term license that would “give [Defendants’ stations]
18 the opportunity to perform GMR works for up to the next 7 years with rate
19 certainty.” Defendants did not submit a signed license, and did not pay GMR any
20 money.

21 41. Despite not responding to nearly all of the above communications,
22 and despite never paying GMR any license fees, stations owned by Defendants
23 performed publicly more than one hundred GMR Compositions, more than 20,000
24 times, at a minimum.

25 42. The stations that performed the GMR Compositions without
26 authorization profited handsomely from the use of the intellectual property. By
27 performing the high quality works in the GMR repertory, Defendants’ stations
28

1 were able to attract more listeners, which in turn allowed them to obtain additional
2 advertising revenues.

3 **CLAIM FOR RELIEF**

4 **COUNT I**

5 **(Direct Copyright Infringement – Public Performance)**

6 43. GMR incorporates herein by this reference each and every allegation
7 contained in paragraphs 1 through 42 above.

8 44. The copyrights to the GMR Compositions have been registered with
9 the United States Copyright Office.

10 45. GMR has the exclusive third-party right to authorize others to
11 publicly perform the GMR Compositions.

12 46. Defendants have infringed the copyright interests in the GMR
13 Compositions by performing the GMR Compositions on their radio stations
14 without authorization, in violation of the Copyright Act, 17 U.S.C. §§ 106 and
15 501.

16 47. Defendants' acts of infringement are willful, intentional, purposeful,
17 and in disregard of and indifferent to the rights of GMR and those of the
18 songwriters it represents.

19 48. As a direct and proximate result of Defendants' willful and infringing
20 uses of the GMR Compositions, GMR is entitled to maximum statutory damages
21 of \$150,000 for each copyright infringed, damages and to Defendants' profits in
22 amounts to be proven at trial, and/or such other amount as may be proper under 17
23 U.S.C. § 504(c).

24 49. GMR is further entitled to recover its attorneys' fees and costs
25 pursuant to 17 U.S.C. § 505.

26 50. As a result of Defendants' acts and conduct, GMR has sustained and
27 will continue to sustain substantial, immediate, and irreparable injury, for which
28 there is no adequate remedy at law. GMR is informed and believes, and on that

1 basis avers, that unless enjoined by this Court, Defendants will continue to
2 infringe GMR's rights in the GMR Compositions. GMR is entitled to permanent
3 injunctive relief to restrain and enjoin Defendants' continuing infringing conduct.

4 **JURY DEMAND**

5 51. Plaintiff demands trial by jury on all issues so triable.

6 **PRAYER FOR RELIEF**

7 **WHEREFORE**, GMR requests that the Court enter judgment in its favor and
8 against Defendants as follows:

- 9 a) That Defendants have violated Section 501 of the Copyright Act (17
10 U.S.C. § 501);
- 11 b) Require Defendants to pay maximum statutory damages in an amount
12 not less than \$150,000 per GMR Composition as permitted in 17
13 U.S.C. § 504(c), or pursuant to 17 U.S.C. § 504(b), GMR's actual
14 damages plus Defendants' profits from infringement, in an amount to
15 be proven at trial, and such further damages as permitted by
16 applicable law;
- 17 c) That Defendants, their agents, servants, employees, and all persons
18 acting under its permission and authority, be preliminarily and
19 permanently enjoined and restrained from infringing, in any manner,
20 the GMR Compositions, pursuant to 17 U.S.C. § 502;
- 21 d) That Defendants be ordered to pay costs, including reasonable
22 attorney fees, pursuant to 17 U.S.C. § 505; and
- 23 e) Such other and further relief as the Court may deem just and proper.
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Dated: October 4, 2022

Respectfully submitted,

By: /s/ Stephen J. McIntyre

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LLC*

EXHIBIT A

GMR COMPOSITIONS INFRINGED BY DEFENDANTS

No.	Composition Title
1.	99
2.	4TH OF JULY
3.	ABRACADABRA
4.	AGAINST THE WIND
5.	ALIVE
6.	ALL NIGHT LONG
7.	ANY WAY YOU WANT IT
8.	APOLOGIZE
9.	ASK THE LONELY
10.	ATHENA
11.	BADLANDS
12.	BEAUTIFUL LOSER
13.	BEING WITH YOU
14.	BETTER MAN
15.	BIG LOVE
16.	BLACK
17.	BLACK HOLE SUN
18.	BLINDED BY THE LIGHT
19.	BLOW UP THE OUTSIDE WORLD
20.	BORN IN THE U.S.A.
21.	BORN TO RUN
22.	BURDEN IN MY HAND
23.	CADILLAC RANCH
24.	COVER ME
25.	CRASH INTO ME
26.	CUTS LIKE A KNIFE
27.	DANCING IN THE DARK
28.	DO I WANNA KNOW?
29.	DO YOU HEAR WHAT I HEAR?
30.	DON'T STOP BELIEVIN'
31.	DON'T TREAD ON ME
32.	EMINENCE FRONT
33.	ENTER SANDMAN
34.	EVEN FLOW
35.	FADE AWAY
36.	FAITHFULLY
37.	FEEL LIKE A NUMBER
38.	FEELS LIKE THE FIRST TIME

No.	Composition Title
39.	FELL ON BLACK DAYS
40.	FIRE
41.	FIRE DOWN BELOW
42.	FIRE LAKE
43.	FLOY JOY
44.	FLY LIKE AN EAGLE
45.	FUEL
46.	GET OUT OF DENVER
47.	GLORY DAYS
48.	GO YOUR OWN WAY
49.	HARD TO EXPLAIN
50.	HEART LIKE A WHEEL
51.	HEAVY MUSIC
52.	HER STRUT
53.	HERO OF THE DAY
54.	HOLD THE LINE
55.	HOLLYWOOD NIGHTS
56.	HUNGER STRIKE
57.	HUNGRY HEART
58.	I WANT TO KNOW WHAT LOVE IS
59.	I'M GOIN' DOWN
60.	I'M ON FIRE
61.	I'M SO AFRAID
62.	IT'S ONLY LOVE
63.	JEREMY
64.	JODY GIRL
65.	KATMANDU
66.	KEEP ON RUNNIN'
67.	KING NOTHING
68.	LAST NITE
69.	LET MY LOVE OPEN THE DOOR
70.	LIDO SHUFFLE
71.	LIFE'S BEEN GOOD
72.	LIGHT OF DAY
73.	LIGHTS
74.	LIKE A ROCK
75.	LIVING IN THE U.S.A.
76.	LOOKIN' BACK
77.	LOVIN', TOUCHIN', SQUEEZIN'
78.	LOW DOWN
79.	MAINSTREET
80.	MATTER OF TIME
81.	MEMORY REMAINS

No.	Composition Title
82.	MONDAY MORNING
83.	MY BABY GIVES IT AWAY
84.	MY HOMETOWN
85.	MY LITTLE DEMON
86.	NEVER GOING BACK AGAIN
87.	NIGHT MOVES
88.	NOTHING ELSE MATTERS
89.	ONCE
90.	ONE
91.	ONE STEP UP
92.	ONLY THE YOUNG
93.	OPEN ARMS
94.	OUTSHINED
95.	PINK CADILLAC
96.	PRETTY NOOSE
97.	PROVE IT ALL NIGHT
98.	RAMBLIN' GAMBLIN' MAN
99.	ROCK 'N ME
100.	ROCK AND ROLL NEVER FORGETS
101.	ROLL ME AWAY
102.	ROSALITA (COME OUT TONIGHT)
103.	ROSANNA
104.	ROUGH BOYS
105.	RUN TO YOU
106.	RUSTY CAGE
107.	SAD BUT TRUE
108.	SAY HELLO 2 HEAVEN
109.	SECOND HAND NEWS
110.	SEEK AND DESTROY
111.	SEND HER MY LOVE
112.	SEPARATE WAYS (WORLDS APART)
113.	SOMEBODY
114.	SPACE INTRO
115.	SPOONMAN
116.	SQUEEZE BOX
117.	STATE OF LOVE AND TRUST
118.	STILL THE SAME
119.	STILL THEY RIDE
120.	STONE IN LOVE
121.	STREETS OF PHILADELPHIA
122.	SUMMER OF '69
123.	SUNSHOWER
124.	SUNSPOT BABY

No.	Composition Title
125.	SUPERBLOOD WOLFMOON
126.	TAKE THE MONEY AND RUN
127.	TENTH AVENUE FREEZE-OUT
128.	THE KILL
129.	THE UNFORGIVEN
130.	THIS LITTLE GIRL
131.	THUNDER ROAD
132.	TOMORROW PEOPLE
133.	TRAVELIN' MAN
134.	TROUBLE
135.	TUNNEL OF LOVE
136.	TURN THE PAGE
137.	TUSK
138.	U.M.C. (UPPER MIDDLE CLASS)
139.	UNDERSTANDING
140.	URGENT
141.	WE'RE ALL ALONE
142.	WE'VE GOT TONITE
143.	WHEREVER I MAY ROAM
144.	WHO ARE YOU
145.	WHO'S CRYING NOW
146.	WHY GO
147.	YELLOW LEDBETTER
148.	YOU BETTER YOU BET
149.	YOU ONLY LIVE ONCE
150.	YOU'LL ACCOMP'NY ME