

Matthew L. McGinnis (admitted *pro hac vice*)  
matthew.mcginis@ropesgray.com  
ROPES & GRAY LLP  
Prudential Tower  
800 Boylston Street  
Boston, MA 02199  
T: (617) 951-7000  
F: (617) 951-7050

*Attorney for Defendant Musixmatch S.p.A.*

*Additional Counsel Listed on Signature Page*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

LYRICFIND, INC.,  
Plaintiff,  
  
v.  
  
MUSIXMATCH S.P.A. and  
TPG Global, LLC,  
Defendants.

Case No. 25-cv-02265-JSC

**MUSIXMATCH'S REPLY IN  
SUPPORT OF ITS MOTION TO  
DISMISS PURSUANT TO  
FED. R. CIV. P. 12(b)(2) & (6)**

Hon. Jacqueline Scott Corley

Hearing Date: August 21, 2025

Hearing Time: 10:00 AM

**TABLE OF CONTENTS**

Preliminary Statement .....	1
I. This Court Lacks Personal Jurisdiction Over Musixmatch.....	1
A. LyricFind Has Not Demonstrated Purposeful Direction or Availment.....	2
B. LyricFind Has Not Demonstrated a Causal Nexus Between Its Claims and the United States.....	9
C. Musixmatch Has Demonstrated the Unreasonableness of Jurisdiction .....	10
D. Jurisdictional Discovery Is Not Warranted .....	10
II. LyricFind Has Failed to State a Claim .....	11
A. The Opposition Fails to Establish that LyricFind Was Injured by Any Anticompetitive Conduct by Musixmatch (Counts 1–10) .....	11
B. LyricFind Did Not Adequately Plead Substantial Foreclosure (Counts 1–10).....	13
C. LyricFind’s Market Definitions and Market Share Calculations Remain Implausible (Counts 1, 2, 3, 5, 6, 8, 9, and 10) .....	14
D. LyricFind’s Conspiracy Claims Based on a Licensor/Licensee Relationship Fail (Counts 1, 4, 7, 8, and 9).....	17
E. The Opposition Fails to Identify Any Non-Conclusory Allegations of Specific Intent (Counts 4 and 7).....	18
F. LyricFind Does Not Have a Standalone Monopoly Leveraging Claim (Count 5) .....	19
G. The Opposition Does Not Overcome the Fatal Pleading Deficiencies in the Complaint’s State Law Claims (Counts 9–13).....	19
III. The Complaint Should Be Dismissed with Prejudice .....	20
Conclusion.....	20

**TABLE OF AUTHORITIES****Page(s)****Cases**

<i>ABKCO Music, Inc. v. Stellar Recs., Inc.</i> , 96 F.3d 60 (2d Cir. 1996).....	11
<i>Alexis v. Rogers</i> , No. 15-cv-691, 2016 WL 11707630 (S.D. Cal. Feb. 26, 2016) .....	9
<i>Arcell v. Google LLC</i> , No. 22-cv-02499, 2025 WL 210877 (N.D. Cal. Jan. 16, 2025) .....	20
<i>Axiom Foods, Inc. v. Acerchem Int’l, Inc.</i> , 874 F.3d 1064 (9th Cir. 2017).....	5
<i>In re Baby Food Prods. Liab. Litig.</i> , No. 24-md-03101-JSC, 2025 WL 986959 (N.D. Cal. Apr. 2, 2025) .....	10
<i>Bancroft &amp; Masters, Inc. v. Augusta Nat’l Inc.</i> , 223 F.3d 1082 (9th Cir. 2000).....	5
<i>Blomquist v. Washington Mut.</i> , 384 F. App’x 665 (9th Cir. 2010).....	20
<i>Briskin v. Shopify, Inc.</i> , 135 F.4th 739 (9th Cir. 2025).....	6
<i>Butcher’s Union Loc. No. 498, United Food &amp; Com. Workers v. SDC Inv., Inc.</i> , 788 F.2d 535 (9th Cir. 1986).....	10
<i>Calculators Hawaii, Inc. v. Brandt, Inc.</i> , 724 F.2d 1332 (9th Cir. 1983).....	17
<i>In re Cathode Ray Tube (CRT) Antitrust Litig.</i> , 27 F. Supp. 3d 1002 (N.D. Cal. 2014).....	6
<i>CoStar Grp., Inc. v. Com. Real Est. Exch., Inc.</i> , 141 F.4th 1075 (9th Cir. 2025).....	13, 16
<i>Curtin Mar. Corp. v. Santa Catalina Island Co.</i> , 786 F. App’x 675 (9th Cir. 2019).....	12
<i>Dadbod Apparel LLC v. Hildawn Design LLC</i> , No. 24-cv-00188, 2025 WL 449278 (E.D. Cal. Feb. 10, 2025).....	5
<i>Davis v. Cranfield Aerospace Sols., Ltd.</i> , 71 F.4th 1154 (9th Cir. 2023).....	2

1	<i>DeLorenzo v. Viceroy Hotel Grp., LLC</i> ,	
2	757 F. App'x 6 (2d Cir. 2018).....	3
3	<i>Dennis v. JPMorgan Chase &amp; Co.</i> ,	
4	343 F. Supp. 3d 122 (S.D.N.Y. 2018).....	4
5	<i>Duke Univ. v. Akorn, Inc.</i> ,	
6	No. 18-cv-14035, 2019 WL 4410284 (D.N.J. Sept. 16, 2019) .....	17
7	<i>EcoDisc Tech. AG v. DVD Format/Logo Licensing Corp.</i> ,	
8	711 F. Supp. 2d 1074 (C.D. Cal. 2010).....	9
9	<i>Epicenter Recognition, Inc. v. Jostens, Inc.</i> ,	
10	81 F. App'x 910 (9th Cir. 2003).....	14
11	<i>In re: EpiPen (Epinephrine Injection, USP) Mktg., Sales Pracs. &amp; Antitrust Litig.</i> ,	
12	336 F. Supp. 3d 1256 (D. Kan. 2018) .....	18
13	<i>Freeman v. San Diego Ass'n of Realtors</i> ,	
14	322 F.3d 1133 (9th Cir. 2003).....	17
15	<i>Fuld v. Palestine Liberation Org.</i> ,	
16	145 S. Ct. 2090 (2025) .....	2
17	<i>Gardner v. Health Net, Inc.</i> ,	
18	No. 10-cv-2140, 2010 WL 11597979 (C.D. Cal. Aug. 12, 2010).....	20
19	<i>Genius Media Grp. Inc. v. Google LLC</i> ,	
20	No. 19-cv-7279, 2020 WL 5553639 (E.D.N.Y. Aug. 10, 2020).....	12
21	<i>Glen Holly Ent., Inc. v. Tektronix, Inc.</i> ,	
22	352 F.3d 367 (9th Cir. 2003).....	12
23	<i>Hicks v. PGA Tour, Inc.</i> ,	
24	897 F.3d 1109 (9th Cir. 2018).....	14
25	<i>Ixchel Pharma, LLC v. Biogen, Inc.</i> ,	
26	470 P.3d 571 (Cal. 2020).....	20
27	<i>Jack Russell Terrier Network of N. Calif. v. Am. Kennel Club, Inc.</i> ,	
28	407 F.3d 1027 (9th Cir. 2005).....	17
	<i>Kendall v. Visa U.S.A., Inc.</i> ,	
	518 F.3d 1042 (9th Cir. 2008).....	20
	<i>Leadsinger, Inc. v. BMG Music Publ'g</i> ,	
	512 F.3d 522 (9th Cir. 2008).....	20
	<i>Lenovo (United States) Inc. v. IPCom GmbH &amp; Co., KG</i> ,	
	No. 19-cv-01389, 2019 WL 6771784 (N.D. Cal. Dec. 12, 2019).....	3, 4, 5, 8

1	<i>Levi Case Co. v. ATS Prods., Inc.</i> ,	
2	788 F. Supp. 428 (N.D. Cal. 1992).....	17, 18
3	<i>Lucas Auto. Eng'g, Inc. v. Bridgestone/Firestone, Inc.</i> ,	
4	140 F.3d 1228 (9th Cir. 1998).....	11, 12
5	<i>Martinez v. Aero Caribbean</i> ,	
6	764 F.3d 1062 (9th Cir. 2014).....	8
7	<i>Mewawalla v. Middleman</i> ,	
8	601 F. Supp. 3d 574 (N.D. Cal. 2022).....	8
9	<i>In re Microsoft Corp. Antitrust Litig.</i> ,	
10	127 F. Supp. 2d 728 (D. Md. 2001) .....	19
11	<i>MLW Media LLC v. World Wrestling Ent., Inc.</i> ,	
12	No. 22-cv-00179, 2023 WL 4053802 (N.D. Cal. June 15, 2023) .....	12
13	<i>Motus, LLC v. CarData Consultants, Inc.</i> ,	
14	23 F.4th 115 (1st Cir. 2022) .....	10
15	<i>Newcal Indus., Inc. v. IKON Off. Sols.</i> ,	
16	513 F.3d 1038 (9th Cir. 2008).....	15
17	<i>NSS Labs, Inc. v. Symantec Corp.</i> ,	
18	No. 18-cv-05711, 2019 WL 3804679 (N.D. Cal. Aug. 13, 2019).....	14
19	<i>Nw. Aluminum Co. v. Hydro Aluminum Deutschland GmbH</i> ,	
20	No. 02-cv-398, 2003 WL 23571744 (D. Or. Sept. 23, 2003).....	3, 5, 8, 11
21	<i>Orchard Supply Hardware LLC v. Home Depot USA, Inc.</i> ,	
22	967 F. Supp. 2d 1347 (N.D. Cal. 2013).....	11, 12
23	<i>Pac. Gas &amp; Elec. Co. v. Bear Stearns &amp; Co.</i> ,	
24	791 P.2d 587 (Cal. 1990).....	20
25	<i>PSKS, Inc. v. Leegin Creative Leather Prods., Inc.</i> ,	
26	615 F.3d 412 (5th Cir. 2010).....	15
27	<i>Retrophin, Inc. v. Questcor Pharms., Inc.</i> ,	
28	41 F. Supp. 3d 906 (C.D. Cal. 2014).....	12
	<i>Schwarzenegger v. Fred Martin Motor Co.</i> ,	
	374 F.3d 797 (9th Cir. 2004).....	5, 7, 9
	<i>Senne v. Kansas City Royals Baseball Corp.</i> ,	
	105 F. Supp. 3d 981 (N.D. Cal. 2015).....	8
	<i>Shionogi Pharma, Inc. v. Mylan, Inc.</i> ,	
	No. 10-cv-1077, 2011 WL 2550835 (D. Del. June 10, 2011).....	17

1	<i>Soler v. County of San Diego</i> ,	
2	762 F. App'x 383 (9th Cir. 2019).....	6
3	<i>In re Suboxone (Buprenorphine Hydrochloride &amp; Naloxone) Antitrust Litig.</i> ,	
4	No. 13-md-2445, 2017 WL 4910673 (E.D. Pa. Oct. 30, 2017) .....	18
5	<i>Thurman Indus., Inc. v. Pay 'N Pak Stores, Inc.</i> ,	
6	875 F.2d 1369 (9th Cir. 1989).....	15
7	<i>Townshend v. Rockwell Int'l Corp.</i> ,	
8	No. 99-cv-0400, 2000 WL 433505 (N.D. Cal. Mar. 28, 2000).....	18
9	<i>U.S. Vestor, LLC v. Biodata Info. Tech. AG</i> ,	
10	290 F. Supp. 2d 1057 (N.D. Cal. 2003).....	7
11	<i>W. Parcel Express v. United Parcel Serv. of Am., Inc.</i> ,	
12	65 F. Supp. 2d 1052 (N.D. Cal. 1998).....	16
13	<i>Walden v. Fiore</i> ,	
14	571 U.S. 277 (2014) .....	3, 5
15	<i>Will Co. v. Lee</i> ,	
16	47 F.4th 917 (9th Cir. 2022).....	6
17	<i>World-Wide Volkswagen Corp. v. Woodson</i> ,	
18	444 U.S. 286 (1980) .....	10
19	<i>Zibiz Corp. v. FCN Tech. Sols.</i> ,	
20	777 F. Supp. 2d 408 (E.D.N.Y. 2011).....	7
21	<b>Other Authorities</b>	
22	Fed. R. Civ. P. 12(b)(6) .....	15, 17



1           Regardless, LyricFind’s Opposition fails to establish that Musixmatch is subject to personal  
 2 jurisdiction in this Court. The Opposition is silent as to general personal jurisdiction and thus waives  
 3 any claim to it. *See* Mot. 5–6. LyricFind’s reliance on specific personal jurisdiction is baseless.  
 4 LyricFind’s asserted basis for jurisdiction over Musixmatch comes down to an agreement between  
 5 foreign companies alleged to have worldwide effects, with no factual allegations of action directed  
 6 at the United States connected to this lawsuit. That is insufficient under the law to invoke personal  
 7 jurisdiction in this action consistent with due process.<sup>1</sup>

8           **A.       LyricFind Has Not Demonstrated Purposeful Direction or Availment**

9           ***No Purposeful Direction.*** LyricFind’s Opposition does not show that Musixmatch  
 10 “expressly aimed” an “intentional act” at this forum that caused harm that Musixmatch knew was  
 11 “likely to be suffered” in the forum. *Davis v. Cranfield Aerospace Sols., Ltd.*, 71 F.4th 1154, 1162–  
 12 63 (9th Cir. 2023). Significantly, LyricFind does not dispute that it is a Canadian company  
 13 challenging an agreement of alleged worldwide scope between an Italian company and an English  
 14 company. Mot. 3, 7–8. LyricFind instead tries to rebut Musixmatch’s evidence with the declaration  
 15 of its own Canadian CEO, who states, in relevant part, that (i) he works with U.S.-based contacts at  
 16 WCM; (ii) he “believes” Musixmatch’s contracts must include U.S. music rights; and (iii) the United  
 17 States is the “epicenter” of the music industry. Ballantyne Decl. ¶¶ 9–12, 17, ECF 58-15. Even if  
 18 true, none of these assertions changes the personal jurisdiction analysis.

19           *First*, LyricFind makes much about the location of certain WCM employees and a separate  
 20 US entity. Had LyricFind sued WCM, these arguments might have been relevant. But the structure  
 21 of *WCM’s* business dealings *with LyricFind* is not relevant to the question of whether the Court has  
 22 personal jurisdiction *over Musixmatch*. Nor does any contact with or the actions of U.S.-based  
 23

---

24 <sup>1</sup> LyricFind fleetingly suggests that the “‘minimum contacts’ test for specific personal jurisdiction  
 25 does not apply” to a Sherman Act case, but instead “it’s a ‘more flexible’ standard than the traditional  
 26 test.” Opp’n 7 n.4 (citing *Fuld v. Palestine Liberation Org.*, 145 S. Ct. 2090, 2105 (2025)). Not so.  
 27 Binding precedent requires the minimum contacts analysis for personal jurisdiction under the  
 28 Clayton Act. *See* Mot. 6 (citing *Go-Video, Inc. v. Akai Elec. Co.*, 855 F.2d 1406, 1416 (9th Cir.  
 1989)). *Fuld* does not change this: it permitted a “more flexible” inquiry in the context of “the  
 Federal Government’s power, consistent with due process, to hale foreign defendants into U.S.  
 courts” for a “sensitive foreign policy matter within the prerogative of the political branches,” namely  
 prosecution of the murder of American citizens abroad. *Fuld*, 145 S. Ct. at 2106, 2110. This case  
 does not involve either the federal government or a sensitive foreign policy matter.



individuals at WCM (or at DSPs) suffice to establish personal jurisdiction. *See Walden v. Fiore*, 571 U.S. 277, 286 (2014) (finding personal jurisdiction could not be established merely by “interacting with other persons affiliated with the” forum, as such contact is too “random, fortuitous, or attenuated” (citation omitted)); *Lenovo (United States) Inc. v. IPCom GmbH & Co., KG*, No. 19-cv-01389, 2019 WL 6771784, at \*8, \*10 (N.D. Cal. Dec. 12, 2019) (rejecting purposeful direction claim where party “believed it was negotiating with Lenovo China, not Lenovo US, to resolve global licensing,” and finding mere presence of “Lenovo China’s Director of Licensing,” who “also represents [Lenovo US],” in the United States “does not demonstrate [defendant’s] purposeful direction to the United States”).<sup>2</sup>

*Second*, LyricFind’s CEO’s speculative assertions about the scope of the WCM/Musixmatch agreement are entitled to no evidentiary weight. He does not claim to have seen the WCM/Musixmatch agreement. He instead states that he was “informed” about the agreement (by whom, he does not say) and formed a “belief and understanding” about its terms based on LyricFind’s agreements with WCM. Ballantyne Decl. ¶¶ 11–12.<sup>3</sup> LyricFind’s CEO’s “beliefs” are not facts and do not give him insight into the contract or the inner workings of WCM. In contrast, Musixmatch submitted the declaration of a witness with personal knowledge of the parties and agreement at issue. That declaration establishes that Musixmatch entered into an agreement with a UK company, and that the agreement is governed by the laws of England and Wales. Khullar Decl. ¶¶ 10, 13, ECF 54. Musixmatch properly controverted the allegations in the Complaint, and LyricFind’s “evidence” in the form of a speculative declaration cannot overcome Musixmatch’s specific factual showings. *See DeLorenzo v. Viceroy Hotel Grp., LLC*, 757 F. App’x 6, 8 (2d Cir. 2018) (“[C]onclusory non-fact-specific jurisdictional allegations or legal conclusion[s] couched as a

---

<sup>2</sup> LyricFind’s authority likewise establishes there is no theory of harm through the actions of an intermediary. *See Nw. Aluminum Co. v. Hydro Aluminum Deutschland GmbH*, No. 02-cv-398, 2003 WL 23571744, at \*5 (D. Or. Sept. 23, 2003) (“The parties have not cited, nor have I found, any case in which a district court has found the effects test satisfied for specific personal jurisdiction over a foreign corporation based upon harm caused only through an intermediary . . .”).

<sup>3</sup> LyricFind’s CEO’s self-serving and conclusory assertion that the WCM agreement “ultimately gives Musixmatch a monopoly in the Lyric Data Services and Lyric Rights Licensing markets, which are predominantly located in the United States,” Ballantyne Decl. ¶ 18, is not evidence and should be disregarded.

1 factual allegation will not establish a prima facie showing of jurisdiction.” (alterations in original)  
 2 (quotations omitted)); *Lenovo*, 2019 WL 6771784, at \*10 (allegations of forum contacts made on  
 3 information and belief that lack factual support need not be accepted as true).

4 *Third*, LyricFind’s claim that the United States is the “epicenter” of the music industry,  
 5 Ballantyne Decl. ¶ 17, does not establish that the Court can exercise personal jurisdiction over  
 6 Musixmatch, and LyricFind tellingly cites no case in support of such an expansive theory of  
 7 jurisdiction. Musixmatch’s Motion demonstrated that LyricFind has not shown that the  
 8 WCM/Musixmatch agreement, an agreement between foreign companies alleged to have worldwide  
 9 scope and effects on worldwide markets, was expressly aimed at the forum. Mot. 7–9. If LyricFind’s  
 10 ephemeral “epicenter” standard were the test, there would be no limits to the Court’s ability to  
 11 exercise personal jurisdiction over foreign defendants: any plaintiff in the world could plausibly  
 12 allege that the United States, the world’s largest economy, is the “epicenter” of whatever industry is  
 13 relevant to their case, and thus establish jurisdiction. *See Dennis v. JPMorgan Chase & Co.*, 343  
 14 F. Supp. 3d 122, 207 (S.D.N.Y. 2018), *adhered to on denial of reconsideration*, No. 16-cv-6496,  
 15 2018 WL 6985207 (S.D.N.Y. Dec. 20, 2018) (allegations that the forum was a “substantial market  
 16 for [the relevant product]” cannot be a basis for jurisdiction). LyricFind’s CEO’s unsubstantiated  
 17 assertion that “[t]he works owned and/or controlled by WCM US are among the most valuable and  
 18 profitable compositions in WCM’s global repertoire,” Ballantyne Decl. ¶ 11, does not change the  
 19 fact that the WCM/Musixmatch agreement applies worldwide and involves worldwide rights. Even  
 20 assuming that a preponderance of the value of the agreement stems from WCM’s U.S. copyrights,  
 21 those rights are incidental to the global scope of the agreement and establish WCM’s (not  
 22 Musixmatch’s) contacts with the forum, and thus do not change the analysis. *See Lenovo*, 2019 WL  
 23 6771784, at \*8, \*10 (finding insufficient minimum contacts where negotiations over global licensing  
 24 agreement involved multitude of U.S. patents and 70% of royalties were based on U.S. sales because  
 25 the “negotiations were not specific” to the U.S. patents).

26 As Musixmatch outlined in its Motion, LyricFind must show that Musixmatch’s conduct was  
 27 expressly aimed at this forum, which it was not. Mot. 7–8. LyricFind nonetheless claims that all  
 28 that is required is that the challenged conduct was “targeted at a resident of the forum” and that the

“consequences would be felt in the United States.” Opp’n 8–9. Not so. As a threshold matter, the plaintiff here is *not even a resident of the United States*. In any event, the Supreme Court has held that this type of analysis—focused on “knowledge of [resident plaintiff’s] ‘strong forum connections’” plus “foreseeable harm” in the forum—improperly “shift[s] the analytical focus from [defendant’s] contacts with the forum to his contacts with [residents of the forum]” and “impermissibly allows a plaintiff’s contacts with the defendant and forum to drive the jurisdictional analysis.” *Walden*, 571 U.S. at 289; *see also* *Lenovo*, 2019 WL 6771784, at \*4, \*7 (allegations that defendant’s anticompetitive activity caused foreseeable harm to plaintiffs and to competition in the United States insufficient for the exercise of personal jurisdiction).

LyricFind’s allegations about certain DSP customers residing in the United States also do not change this calculus. *First*, this case concerns publisher agreements, and the declaration submitted in support of Musixmatch’s Motion establishes that Musixmatch’s contracts with three of the four largest publishers are with UK companies, and all four are governed by the laws of England and Wales. Khullar Decl. ¶ 10. *Second*, none of Musixmatch’s DSP customers are plaintiffs here, and Spotify, the DSP customer featured in LyricFind’s complaint, is a Swedish company. *See id.* ¶ 15. Even if the effects of the WCM agreement ultimately reach the United States by way of these DSPs’ or of WCM’s independent actions, personal jurisdiction requires “something more than mere foreseeability” that an action might affect the forum. *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797, 804–05 (9th Cir. 2004).

LyricFind’s other cited cases are also distinguishable:

- LyricFind erroneously relies on cases<sup>4</sup> that apply the now-defunct “individualized targeting” standard, which extended jurisdiction over a defendant “engaged in wrongful conduct targeted at a plaintiff whom the defendant knows to be a resident of the forum state.” *Axiom Foods, Inc. v. Acerchem Int’l, Inc.*, 874 F.3d 1064, 1069–70 (9th Cir. 2017) (recognizing that

---

<sup>4</sup> LyricFind cites, for instance, to *Nw. Aluminum*, 2003 WL 23571744, a case that heavily relied on *Bancroft & Masters, Inc. v. Augusta Nat’l Inc.*, 223 F.3d 1082, 1087 (9th Cir. 2000), *holding modified on other grounds by Yahoo! Inc. v. La Ligue Contre Le Racisme Et L’Antisemitisme*, 433 F.3d 1199 (9th Cir. 2006), “a decision that predates *Walden* by 14 years” and which “expressly relied” on the abrogated “individualized targeting” theory. *Dadbod Apparel LLC v. Hildawn Design LLC*, No. 24-cv-00188, 2025 WL 449278, at \*6 (E.D. Cal. Feb. 10, 2025).

the “individualized targeting” theory is “insufficient to comply with due process”). And in any event, LyricFind is not a resident of California or the United States.

- LyricFind also cites cases claiming that personal jurisdiction is proper just because conduct is “felt” in a forum. But unlike here, each of those cases found substantial, systematic contacts with the forum arising directly from the alleged anticompetitive conduct. *See Will Co. v. Lee*, 47 F.4th 917, 924–25 (9th Cir. 2022) (finding express aiming of conduct to warrant jurisdiction where party hosted website in Utah, purchased distributed network of servers in North America, and tailored legal compliance page to U.S. viewers); *Soler v. County of San Diego*, 762 F. App’x 383, 385 (9th Cir. 2019) (finding personal jurisdiction where defendants engaged in “intentional acts expressly aimed at California,” including communicating with California officials to “issue a warrant of requisition to California” (citation omitted)); *Briskin v. Shopify, Inc.*, 135 F.4th 739, 759 (9th Cir. 2025) (finding personal jurisdiction where defendant “conduct[ed] its regular business in [the forum], contact[ed] [forum] residents, interact[ed] with them as an intermediary for its merchants, install[ed] its software onto their devices in [the forum], and continue[d] to track their activities,” giving rise to resident plaintiff’s privacy-related torts); *In re Cathode Ray Tube (CRT) Antitrust Litig.*, 27 F. Supp. 3d 1002, 1012–13 (N.D. Cal. 2014) (finding personal jurisdiction where plaintiff alleged that defendant “specifically shared . . . marketing information, including sales to United States customers . . . , with co-conspirators” and “specifically coordinated with [a co-conspirator] such that the prices of products ultimately sold [in the forum] would be inflated due to the price-fixed [components] they contained”).
- The conspiracy cases LyricFind cites to likewise do not help its cause.<sup>5</sup> The only alleged anticompetitive conduct here is purportedly entering into an exclusive agreement with WCM, no aspect of which involved contacts with California or the United States, *see* Mot. 7–8, and, as Musixmatch already pointed out, *see id.* 4 n.2, “California law does not recognize

---

<sup>5</sup> *See* Opp’n 9 (citing, *inter alia*, *Allianz Glob. Invs. GmbH v. Bank of Am. Corp.*, 457 F. Supp. 3d 401 (S.D.N.Y. 2020); *In re Cathode Ray Tube (CRT) Antitrust Litig.*, 27 F. Supp. 3d 1002 (N.D. Cal. 2014); *In re W. States Wholesale Nat. Gas Antitrust Litig.*, 715 F.3d 716 (9th Cir. 2013)).

conspiracy as a basis for acquiring jurisdiction over a foreign defendant,” *see U.S. Vestor, LLC v. Biodata Info. Tech. AG*, 290 F. Supp. 2d 1057, 1065 (N.D. Cal. 2003).

LyricFind thus has not met its burden to establish purposeful direction.

***No Purposeful Availment.*** LyricFind has likewise failed to show that Musixmatch has purposely availed itself of the “benefits and protections” of either U.S. or California law. *Schwarzenegger*, 374 F.3d at 802. The contract at issue is between an Italian company and a UK company, and is governed by the laws of England and Wales. Mot. 8. No other conduct with U.S. companies is at issue, and LyricFind has not shown that Musixmatch is directing any U.S. entities to remove content.

In response, LyricFind’s Opposition cobbles together a scattershot of contacts it claims Musixmatch has with the United States. This is insufficient to establish purposeful availment of this forum. LyricFind makes much of old versions of Musixmatch’s contact web page, which stated: “We’re in Bologna, London and San Francisco.” Opp’n 11. The exhibits LyricFind relies on show that one old version of the website—which well predates the filing of this suit—still never states that there was an actual office in California, *see* Steinberg Decl. Ex. D, ECF 58-5 (archived version dated July 2024 and listing a single office address, in Italy). Significantly, LyricFind never provides the address for the alleged California office, because it does not exist. *See* Khullar Decl. ¶¶ 6, 8 (explaining that Musixmatch has three employees who work remotely from the United States, one of whom lives in California, and that it never had an office in California or anywhere else in the United States). In any case, courts have declined jurisdiction over a defendant who had employees working remotely in the forum, even when the defendant’s website also listed a location in the forum. *See Zibiz Corp. v. FCN Tech. Sols.*, 777 F. Supp. 2d 408, 417 (E.D.N.Y. 2011) (listing of New York address on website does not establish that defendant actually had an office in New York in light of explanation that the address was the home address of one remote employee who lives in New York).

Finally, the presence of two members of Musixmatch’s current executive team residing in the United States—both of whom were promoted to their current roles *after* LyricFind’s claims arose—does not furnish a basis for specific personal jurisdiction, particularly since their remit is

global, not specific to the United States.<sup>6</sup> *See Martinez v. Aero Caribbean*, 764 F.3d 1062, 1068 (9th Cir. 2014) (“An officer of a corporation is not the corporation, even when the officer acts on the corporation’s behalf.” (citations omitted)); *Lenovo*, 2019 WL 6771784, at \*11 (allegations that defendant employed one or more agents in the United States to carry out its enforcement and licensing activities in the forum is not purposeful direction of activity to the forum where the agent was retained to oversee global licensing). As Musixmatch has explained, its principal place of business—and thus where most of its leadership, including its CEO, is located—is in Bologna, Italy, and more than 97% of its workforce is located outside the United States. Kullar Decl. ¶¶ 5, 8, ECF 54. Likewise, that TPG has an office in San Francisco does not establish jurisdiction over Musixmatch, particularly since TPG is an entirely separate company and “[n]o TPG personnel are involved in or control the day-to-day operations of Musixmatch.” *Id.* ¶ 16; *see also Nw. Aluminum Co. v. Hydro Aluminum Deutschland GmbH*, No. 02-cv-398, 2003 WL 23571744, at \*5 (D. Or. Sept. 23, 2003) (declining to extend personal jurisdiction to parent for actions of forum-based subsidiary).

LyricFind’s cases do not support its purposeful availment argument. *Senne v. Kansas City Royals Baseball Corp.*, 105 F. Supp. 3d 981, 1030–40 (N.D. Cal. 2015), found purposeful availment only for baseball teams that had directly recruited and offered a contract to a player *in California*, had a years-long ongoing relationship with the player in the state, and required or knew that a significant amount of his offseason work was being performed in California. *Id.* at 1031, 1035, 1039. By contrast, the court found no purposeful availment for teams that did not reach out to California to recruit the player or that did not “affirmatively require” work to be performed in California (even if they knew that was likely to be the case and if that in fact turned out to be the case). *Id.* at 1030–40. LyricFind’s other cases are similarly inapposite. *See Mewawalla v. Middleman*, 601 F. Supp. 3d 574, 595 (N.D. Cal. 2022) (finding purposeful availment where defendants hired plaintiff “in large part because of [p]laintiff’s California connections,” their contract contemplated that the employer “would be based in California,” and plaintiff “recruited leaders and technology talent from Silicon

---

<sup>6</sup> The Opposition does not assert that the scope of Mr. Caraeff’s and Mr. Paglia’s roles is confined to the United States, and indeed they are not. The press release LyricFind cites expressly recognizes that their roles focus on customers “around the world” and the “growth of the business on a global scale.” Steinberg Decl. Ex. C, ECF 58-4 (emphasis added).



Valley companies” for employer, making California “the [employer’s] focus) (cleaned up); *Alexis v. Rogers*, No. 15-cv-691, 2016 WL 11707630, at \*6–7 (S.D. Cal. Feb. 26, 2016) (finding purposeful availment for corporate defendant in employment case where employment-related actions giving rise to employment cause of action—hiring, sexual harassment, and termination of the plaintiff—occurred with knowledge that plaintiff lived and worked in California).

In sum, even LyricFind’s authorities demonstrate that Musixmatch has not purposefully directed conduct at or availed itself of California or the United States.

**B. LyricFind Has Not Demonstrated a Causal Nexus Between Its Claims and the United States**

LyricFind’s personal jurisdiction arguments also fail for another reason: to establish personal jurisdiction, the “claim must be one which arises out of or relates to the defendant’s forum-related activities.” *Schwarzenegger*, 374 F.3d at 802. LyricFind’s contention that it meets the causal nexus requirement consists of a conclusory statement that “‘but for’ the Exclusive, LyricFind would still be able to compete for DSPs’ business.” Opp’n 12. But LyricFind does not identify *any* of Musixmatch’s supposed suit-related conduct giving rise to its claims in this action that is connected to this forum. The WCM/Musixmatch agreement was not executed in the United States. It does not even involve a U.S. entity. And LyricFind has not demonstrated that Musixmatch’s tenuous U.S. connections were somehow the genesis of the WCM agreement.<sup>7</sup>

At most, LyricFind suggests “Musixmatch’s purposeful direction of its anticompetitive conduct at the United States is directly related to LyricFind’s injury.” Opp’n 12. But that conflates the “causal nexus” requirement with the first part of the personal jurisdiction test. The Ninth Circuit’s decision in *Schwarzenegger* demands that a plaintiff *both* satisfy purposeful direction/availment *and* show its claim arises out of forum-related activities. 374 F.3d at 802. LyricFind has failed to do so.

---

<sup>7</sup> LyricFind does not rebut Musixmatch’s reliance on *EcoDisc Tech. AG v. DVD Format/Logo Licensing Corp.*, 711 F. Supp. 2d 1074, 1093 (C.D. Cal. 2010), which found that conduct did not arise out of activities in the forum where plaintiff “has not alleged any of the meetings” held in the forum “gave rise to its claims.”

**C. Musixmatch Has Demonstrated the Unreasonableness of Jurisdiction**

Finally, the Opposition fails to rebut Musixmatch’s showing that personal jurisdiction in this case—assertedly sought over conduct arising outside of the United States and manifested in an agreement between two foreign entities—is unreasonable. Mot. 10–12. Although LyricFind claims “technological progress has diminished concerns arising from the burden of foreign litigation,” Opp’n 11, its sole support for that proposition is a case where all litigants were domestic entities (where the complexities of litigation involving ex-U.S. parties and evidence, including transnational discovery, were not present), and in any event where the court did *not* find personal jurisdiction, because of the defendant’s attenuated connection to the forum. *See World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 295–98 (1980). Furthermore, the Supreme Court has since reaffirmed the “unique burdens placed upon one who must defend oneself in a foreign legal system.” Mot. 23 (quoting *Asahi Metal Indus. Co. v. Superior Ct. of Cal.*, 480 U.S. 102 (1987)). And LyricFind’s generalization that the United States has a strong interest in enforcing the Sherman Act, Opp’n 13, does not rebut Musixmatch’s showing that English or Italian courts have greater interests and are more convenient fora for litigating issues relating to a contract between an Italian and a UK company governed by English law. Mot. 12.

**D. Jurisdictional Discovery Is Not Warranted**

LyricFind lastly requests jurisdictional discovery “to test Musixmatch’s jurisdictional assertions.” Opp’n 14. But LyricFind never explains what new information it proposes to uncover that may change the outcome. Courts have repeatedly rejected requests for jurisdictional discovery in analogous circumstances. *See In re Baby Food Prods. Liab. Litig.*, No. 24-md-03101-JSC, 2025 WL 986959, at \*10 (N.D. Cal. Apr. 2, 2025) (denying jurisdictional discovery “absent further explanation as to what new information would be uncovered through jurisdictional discovery”); *see also Butcher’s Union Loc. No. 498, United Food & Com. Workers v. SDC Inv., Inc.*, 788 F.2d 535, 540 (9th Cir. 1986) (party’s “belie[f]” that discovery “will enable them to demonstrate” sufficient forum contacts insufficient); *Motus, LLC v. CarData Consultants, Inc.*, 23 F.4th 115, 127 (1st Cir. 2022) (denying request for jurisdictional discovery that “comprised a single conclusory sentence, accompanied by a footnote, and contained no indication of what facts might be developed through



discovery”). Nor could such discovery have an impact, given the undisputed facts that the challenged agreement was between foreign parties and is governed by foreign law. *See, e.g., Nw. Aluminum*, 2003 WL 23571744, at \*3 (denying jurisdictional discovery where “even if plaintiffs could establish what they claim, they would not prevail on the law”). The Court should accordingly grant Musixmatch’s motion to dismiss for lack of personal jurisdiction.

## **II. LYRICFIND HAS FAILED TO STATE A CLAIM**

LyricFind’s arguments on the merits fare no better. To plausibly plead entitlement to relief, LyricFind must establish that it suffered antitrust injury and that it has stated valid antitrust claims. LyricFind has done neither. Nothing in the Opposition rebuts the simple fact that the purported injury to LyricFind was caused by WCM’s decision not to grant LyricFind a license. LyricFind does not allege that WCM would have continued to deal with it absent the WCM/Musixmatch agreement. This is fatal to LyricFind’s antitrust standing. LyricFind’s Opposition likewise does nothing to rebut the many deficiencies in its claims, as explained below.

### **A. The Opposition Fails to Establish that LyricFind Was Injured by Any Anticompetitive Conduct by Musixmatch (Counts 1–10)**

Musixmatch’s Motion demonstrated that LyricFind failed to allege antitrust injury because it cannot plausibly allege that its purported inability to compete “flows from” Musixmatch’s conduct, rather than WCM’s business decisions. Mot. 16–18. Critically, the Complaint does not allege, and the Opposition does not argue, that WCM would have continued, or should be forced to continue, to allow LyricFind to sublicense and supply data services for WCM’s copyrighted material.<sup>8</sup> As a result, LyricFind will suffer the same purported injury regardless of whom WCM selects as licensee for its lyrics catalog as long as LyricFind is not a licensee.<sup>9</sup> That should be dispositive under the Ninth Circuit’s *Lucas* decision.

---

<sup>8</sup> LyricFind’s own cases help prove the point. *Orchard Supply Hardware LLC v. Home Depot USA, Inc.*, 967 F. Supp. 2d 1347, 1353 (N.D. Cal. 2013), involved allegations that supplier defendants assured plaintiff they “wished to continue and expand their sales” to plaintiff but then acquiesced in plaintiff’s rival’s demand that they cease supplying plaintiff. There are no similar allegations here.

<sup>9</sup> LyricFind oddly contends that WCM’s rights as a copyright holder are irrelevant to this case, *see* Opp’n 24–26, but never seriously disputes that WCM has every right to license those rights to whomever it sees fit. *See ABKCO Music, Inc. v. Stellar Recs., Inc.*, 96 F.3d 60, 64 (2d Cir. 1996) (“Song lyrics enjoy independent copyright protection as ‘literary works,’ and the right to print a

LyricFind contends that *Lucas Auto. Eng'g, Inc. v. Bridgestone/Firestone, Inc.*, 140 F.3d 1228 (9th Cir. 1998), should be limited to circumstances in which the alleged injury was the result of “conduct that is beneficial or neutral to competition.” Opp’n 16. Nothing in *Lucas* supports such a limitation, and the Ninth Circuit explicitly rejected it in *Curtin Mar. Corp. v. Santa Catalina Island Co.*, 786 F. App’x 675 (9th Cir. 2019). There, the court upheld dismissal of Section 1 claims where the plaintiff alleged they were foreclosed from the local freight shipping market by a dock owner’s exclusive lease with the plaintiff’s rival. *Id.* at 677. The Ninth Circuit explained that the principles of *Lucas* applied “beyond market competition to instances of market exclusion” and that nothing in *Lucas* suggested its holding was “condition[ed] . . . on the pro-competitive aspects of the executive license.” *Id.*<sup>10</sup>

LyricFind’s reliance on *Glen Holly Ent., Inc. v. Tektronix, Inc.*, 352 F.3d 367 (9th Cir. 2003), is equally misplaced. *Glen Holly* involved a *per se* unlawful horizontal agreement between competitors that eliminated one of two competing products from a market, and a downstream customer plaintiff who alleged they were misled into relying on the continued availability of the discontinued product. *See* 352 F.3d at 369, 377 (noting that case was not “one involving the termination of a distributor”). By contrast, like both *Lucas* and *Curtin*, this case involves a rightsholder’s decision to enter into a vertical agreement with someone other than the plaintiff, and no allegations that, but for the agreement, the plaintiff and the rightsholder would have entered into a contractual relationship. *Lucas* is dispositive.

---

song’s lyrics is exclusively that of the copyright holder.” (citation omitted)); *Genius Media Grp. Inc. v. Google LLC*, No. 19-cv-7279, 2020 WL 5553639, at \*8 (E.D.N.Y. Aug. 10, 2020), *aff’d sub nom. ML Genius Holdings LLC v. Google LLC*, No. 20-cv-3113, 2022 WL 710744 (2d Cir. Mar. 10, 2022) (holding that the ability of plaintiff lyric data services provider to transcribe and display the lyrics arises from the rights in the lyrics conferred under licenses from music publishers).

<sup>10</sup> The antitrust injury analysis in LyricFind’s other cases is likewise distinguishable. *Retrophin, Inc. v. Questcor Pharms., Inc.*, 41 F. Supp. 3d 906, 913–14 (C.D. Cal. 2014), concerned a challenge to an allegedly anticompetitive acquisition of pharmaceutical drug rights in violation of Section 7 of the Clayton Act by a plaintiff who alleged it would have acquired the rights but for the defendant’s acquisition. *Orchard Supply*, 967 F. Supp. 2d at 1353, and *MLW Media LLC v. World Wrestling Ent., Inc.*, No. 22-cv-00179, 2023 WL 4053802, at \*7 (N.D. Cal. June 15, 2023) address anticompetitive effects, not standing.

**B. LyricFind Did Not Adequately Plead Substantial Foreclosure (Counts 1–10)**

Musixmatch’s Motion has shown that LyricFind failed to plead the substantial foreclosure required to allege an unlawful exclusive agreement. Mot. 18–24. Rather than substantively rebut Musixmatch’s argument, the Opposition instead tries to argue that LyricFind does not have to plead substantial foreclosure. That is incorrect.

*First*, relying on *CoStar Grp., Inc. v. Com. Real Est. Exch., Inc.*, 141 F.4th 1075 (9th Cir. 2025),<sup>11</sup> LyricFind contends it does not have to allege that the WCM/Musixmatch agreement is of sufficient duration or non-terminable so as to plausibly cause “substantial foreclosure” because the “durability” of the agreement may be inferred from “practical indicia.” Opp’n 19. But *Co-Star* addressed the requirements for pleading *de facto* exclusive dealing not at issue in this case. *CoStar*, 141 F.4th at 1091. As a result, those “practical indicia” of durability, and substantial foreclosure, must still be alleged. But the Complaint is silent as to why LyricFind could not simply compete for the exclusivity in the near term (and certainly before its predictions of doom are realized).<sup>12</sup>

*Second*, again relying on *CoStar*, LyricFind claims it does not need to plead substantial foreclosure because it claims to have sufficiently pled monopoly power. See Opp’n 19, 22. But LyricFind’s monopoly power allegations are fatally defective, *see infra* at 15–16, and, unlike Musixmatch, CoStar was alleged to be a monopolist in the markets in which it allegedly imposed the exclusive agreements. Indeed, *CoStar* expressly applies only to such circumstances: “[I]f a monopolist enters into exclusive agreements *with its customers*, those agreements can substantially foreclose competition.” *CoStar*, 141 F.4th at 1085 (emphasis added). That is not the case here: LyricFind alleges Musixmatch is a monopolist on the “demand side”—the LRL and LDS markets—

<sup>11</sup> No mandate has issued in *CoStar*, as the appellees have until August 6, 2025 to seek rehearing.

<sup>12</sup> LyricFind makes various allegations about the duration of *DSP contracts* and the durability of those relationships, Opp’n 21, none of which have any bearing on the input foreclosure risk posed by the *WCM/Musixmatch agreement*. LyricFind does not deny that it can continue to compete for DSPs’ non-WCM business.

1 but it does not allege that Musixmatch has exclusive agreements in those markets.<sup>13</sup> *Costar* is thus  
2 distinguishable.<sup>14</sup>

3 **C. LyricFind’s Market Definitions and Market Share Calculations Remain**  
4 **Implausible (Counts 1, 2, 3, 5, 6, 8, 9, and 10)**

5 **Market Definition.** Musixmatch’s Motion demonstrated why LyricFind’s alleged market  
6 definitions were implausibly gerrymandered and dismissal was warranted. *See NSS Labs, Inc. v.*  
7 *Symantec Corp.*, No. 18-cv-05711, 2019 WL 3804679, at \*9 (N.D. Cal. Aug. 13, 2019) (“Failure to  
8 identify a relevant market is a proper ground for dismissing a Sherman Act claim.”) (quoting *Tanaka*  
9 *v. Univ. of S. Cal.*, 252 F.3d 1059, 1063 (9th Cir. 2001)); *Hicks v. PGA Tour, Inc.*, 897 F.3d 1109,  
10 1121, 1124 (9th Cir. 2018) (affirming dismissal for failure to state a relevant market where plaintiffs  
11 failed to explain why alternative products were not reasonably interchangeable with the products in  
12 the proposed markets). The Opposition’s attempt to clarify the Complaint’s definitions only  
13 confuses matters: LyricFind first makes the puzzling (and new) assertion that transcription,  
14 synchronization, and royalty collection are “reasonably interchangeable because DSPs expect a  
15 single provider to fulfill them together.” Opp’n 27 (quotations and citation omitted). It then invites  
16 the Court to trust that LyricFind’s alleged market definitions “reflect basic logic and common  
17 industry knowledge.” *Id.* But critically, even though LyricFind now admits that alternative  
18 transcription or royalty administration solutions are viable substitutes, it never attempts to account  
19

20  
21 <sup>13</sup> LyricFind does not allege that WCM is a monopolist in any market. *See* Compl. ¶¶ 12, 48 (alleging  
22 that WCM accounts for 12% of music publishing market revenue and 30% of “streams licensed on  
major platforms”).

23 <sup>14</sup> LyricFind repeatedly tries to shoehorn its claims into *Costar* by suggesting that DSP agreements  
24 with either Musixmatch or LyricFind are *de facto* exclusive. *See* Opp’n 24 (“[E]xclusivity  
25 arrangements are particularly prone to substantial foreclosure where practical realities dictate that  
26 customers deal with a single provider.”). That ignores LyricFind’s specific factual allegations to the  
27 contrary, including its admission that DSPs can and do multisource. *See* Compl. ¶ 68. LyricFind’s  
28 claim that cost is an insurmountable barrier to multisourcing is also not plausible. Among other  
things, a preference for single sourcing is not a credible barrier. *See Epicenter Recognition, Inc. v.*  
*Jostens, Inc.*, 81 F. App’x 910, 911–12 (9th Cir. 2003) (where customers were not required to deal  
exclusively with defendant and could supply from additional vendors at will, but tended not to do so  
due to “inertia, their desire to continue with a single vendor as long as they are getting good service  
and quality, and some undefined moral commitment,” customer preferences were a “leaky” entry  
barrier if that).

1 for how the inclusion of these alternative services in its proposed markets impact the market shares  
2 it has alleged.

3 LyricFind’s defense of its alleged sublicensing submarket fares no better. LyricFind once  
4 again claims that it does not have to establish an economically distinct submarket at the motion to  
5 dismiss stage. Opp’n 29. But “the requirements for pleading a submarket are no different from those  
6 for pleading a relevant broader market.” *PSKS, Inc. v. Leegin Creative Leather Prods., Inc.*, 615  
7 F.3d 412, 418 (5th Cir. 2010); *see also Newcal Indus., Inc. v. IKON Off. Sols.*, 513 F.3d 1038, 1045  
8 (9th Cir. 2008) (“There are . . . legal principles that govern the definition of an antitrust ‘relevant  
9 market,’ and a complaint may be dismissed under Rule 12(b)(6) if the complaint’s ‘relevant market’  
10 definition is facially unsustainable.”).

11 Here, no factual development is needed to conclude that LyricFind’s alleged sublicensing  
12 submarket is implausible. The licenses and sublicenses are functionally identical (they confer the  
13 same rights), and customers can obtain them through the same channels. LyricFind tries to argue  
14 that DSP customers cannot in fact source direct licenses because “licenses and sublicenses are usually  
15 not both available to DSP customers,” Opp’n 28, and DSPs “often do not have the resources to obtain  
16 direct licensing,” Compl. ¶ 79. But the Complaint separately admits that “many DSPs . . . do not  
17 need a provider’s help to license lyrics from major publishers because they obtain their own direct  
18 licenses from them,” Compl. ¶ 65, and that direct licensing accounts for a majority (53%) of the  
19 licensing market, Compl. ¶ 80. These contradictory allegations cannot all be true, and read together  
20 render LyricFind’s sublicensing submarket facially unsustainable.<sup>15</sup>

21 ***Monopoly/Market Power.*** Musixmatch’s motion showed why LyricFind’s allegations of  
22 Musixmatch’s purported monopoly and market power are insufficient. Mot. 27–30. To support its  
23 argument to the contrary, LyricFind first claims that its allegations that price increases on DSPs  
24

---

25 <sup>15</sup> In any event, “isolating” a submarket requires that the factors used to do so be “economically  
26 significant,” and LyricFind fails to establish the economic significance of its allegations about  
27 customers’ ability to direct license or not. *See Thurman Indus., Inc. v. Pay ‘N Pak Stores, Inc.*, 875  
28 F.2d 1369, 1375–76 (9th Cir. 1989) (rejecting home center submarket that excluded other retailers,  
holding that assumptions that home centers were distinguishable because of the variety of products  
offered and customers preferred them because of this one-stop-shopping feature, even if true,  
“form[ed] an inadequate basis for concluding that home centers and other retailers lack[ed] the ability  
to attract substantial amounts of business away from each other”).

1 imposed by Musixmatch are direct evidence of its monopoly power. But the only factual allegations  
 2 relating to prices in the Complaint are that Musixmatch commanded higher prices in its contracts  
 3 with iHeart Radio and Spotify *compared to LyricFind's prices*. Opp'n 30. Those allegations do not  
 4 establish that Musixmatch and LyricFind offered those DSPs the same scope of services. More  
 5 importantly, they simply describe prices relative to LyricFind's prices, not to "competitive" prices.  
 6 This distinction matters, because LyricFind separately admits that Musixmatch commanded higher  
 7 prices for its services even before its agreement with WCM, Compl. ¶¶ 9, 99; and does not allege  
 8 that those pre-agreement prices were above the competitive level. Indeed, LyricFind has not alleged  
 9 (and could not allege in good faith) that current prices are even higher relative to Musixmatch's  
 10 historical prices, or that the supposed price increases resulted in increased prices to end users.

11 LyricFind's indirect evidence allegations fare no better. Musixmatch's Motion explained  
 12 that LyricFind's market share calculations based on DSP streaming volume were implausible.  
 13 Mot. 29–30. LyricFind's Opposition now shifts gears to claim that it calculates Musixmatch's  
 14 market share based on its revenue relative to other providers. Opp'n 32. Neither the Complaint nor  
 15 LyricFind's Opposition provides any support for that assertion, and the Complaint instead focuses  
 16 on the percentage of the streaming market on a revenue basis allegedly serviced by Musixmatch. *See*  
 17 Compl. ¶ 10 ("Musixmatch . . . services more than 80% of DSPs by streaming volume."); ¶¶ 156,  
 18 162 (alleging percentage of Musixmatch DSP customers by *streaming revenue*). The allegations in  
 19 the Complaint, which focus on customer share rather than any resulting revenue that allegedly  
 20 higher-priced Musixmatch may have received, cannot establish properly calculated market shares.<sup>16</sup>  
 21 *See W. Parcel Express v. United Parcel Serv. of Am., Inc.*, 65 F. Supp. 2d 1052, 1061 (N.D. Cal. 1998)  
 22 (rejecting market share extrapolated from market other than relevant market).

---

23  
 24 <sup>16</sup> The Opposition does not meaningfully address Musixmatch's arguments with respect to the  
 25 Complaint's deficient monopoly and market power allegations in the alleged licensing markets, and  
 26 its reliance on *CoStar* and *Syufy Enters.* is misplaced. Both cases involved downstream product  
 27 markets that were not coterminous with the licenses/copyrights, and thus extended well beyond the  
 28 rights to certain content. *CoStar's* relevant product markets also included the online marketplace,  
 software that enabled brokers to display the listing on their websites, a property database, and an  
 auction platform; and the relevant market in *Syufy Enters.* involved both the rights to the films and  
 the whole movie theater infrastructure. Unlike in those cases, the alleged licensing markets here do  
 not involve assets or operations beyond the intellectual property itself, and any power in those  
 licensing markets is wholly derivative of publishers' ultimate control over their intellectual property.



**D. LyricFind’s Conspiracy Claims Based on a Licensors/Licensee Relationship Fail (Counts 1, 4, 7, 8, and 9)**

LyricFind appears to have abandoned its claim of a Musixmatch/TPG conspiracy, but insists that a licensor like WCM and licensee like Musixmatch could theoretically conspire as a matter of law. LyricFind fails to rebut the clear applicability of cases in this Circuit holding that a licensee and its exclusive licensor lack the “separate interests” necessary to conspire. *See* Mot. 31–32.<sup>17</sup>

LyricFind tries to distinguish *Levi* and *Pandora* by asserting that they did not involve the “separate interests” present here and that their holding is limited to cases where the rightsholders “merely transferred” their rights to other entities. Opp’n 34–35. But *Levi* and *Pandora* also involved allegations about the distinct anticompetitive interests of licensees/agents. *See Levi Case Co. v. ATS Prods., Inc.*, 788 F. Supp. 428, 430 (N.D. Cal. 1992) (allegations that licensee sought to monopolize the relevant market by using the patentholder’s patents); Def. & Counterclaimant Pandora Media, LLC’s Opp’n to Pls.’/Countercl. Defs.’ Mot. to Dismiss at 22–23, *In re Pandora Media, LLC*, No. 22-cv-00809 (C.D. Cal. Aug. 5, 2022), ECF 54 (allegations that licensing agent was not “mere agent of the comedians,” but that the exclusive agreements were meant to facilitate a hub-and-spoke conspiracy). In neither case were the allegations limited to “mere transfers” of rights to other entities, as LyricFind suggests.

Musixmatch and WCM are principal and agent in a vertical relationship, and that bars LyricFind’s conspiracy claims. *See Freeman v. San Diego Ass’n of Realtors*, 322 F.3d 1133, 1148 (9th Cir. 2003) (“Where there is . . . a fiduciary obligation to act for another entity’s economic benefit or an agreement to divide profits and losses, individual firms . . . are generally treated as a single entity.”); *Calculators Hawaii, Inc. v. Brandt, Inc.*, 724 F.2d 1332, 1336, 1336 n.1 (9th Cir. 1983) (affirming judgment that manufacturer and exclusive sales agent “were not sufficiently independent

---

<sup>17</sup> Contrary to LyricFind’s assertion, the legal adequacy of an asserted conspiracy is properly assessed at the motion to dismiss stage. *See, e.g., Jack Russell Terrier Network of N. Calif. v. Am. Kennel Club, Inc.*, 407 F.3d 1027, 1036 (9th Cir. 2005) (affirming Rule 12(b)(6) dismissal on *Copperweld* grounds); *Shionogi Pharma, Inc. v. Mylan, Inc.*, No. 10-cv-1077, 2011 WL 2550835, at \*5 (D. Del. June 10, 2011) (dismissing Section 1 claims, stating that “parties with unified interests, such as a patent holder and licensee, are incapable of conspiring”); *Duke Univ. v. Akorn, Inc.*, No. 18-cv-14035, 2019 WL 4410284, at \*11 (D.N.J. Sept. 16, 2019) (dismissing Section 1 claim alleging conspiracy between patent holder and licensee on the same grounds).

of each other to form a conspiracy” and declining to require the lower court to reconsider whether the agent had an independent economic stake in the exclusive agreement because it had to pay its own expenses where that allegation was not inconsistent with the agent’s status as sales agent).

LyricFind’s citations to the contrary are unavailing. In each of LyricFind’s cases, the challenged vertical agreements were “ancillary” to the “heart of the alleged conspiracy,” which meant that the alleged conspirators had distinct economic interests with respect to the overall conspiracy. *See In re Suboxone (Buprenorphine Hydrochloride & Naloxone) Antitrust Litig.*, No. 13-md-2445, 2017 WL 4910673, at \*9 (E.D. Pa. Oct. 30, 2017).<sup>18</sup> Here, by contrast, and as in *Levi* and *Pandora*, the alleged exclusive agreement *is* the alleged conspiracy. LyricFind has thus failed to plausibly plead the requisite concerted action.

**E. The Opposition Fails to Identify Any Non-Conclusory Allegations of Specific Intent (Counts 4 and 7)**

Musixmatch’s Motion establishes that, to state a conspiracy to monopolize claim, LyricFind had to, but failed, to plead that WCM specifically intended that Musixmatch monopolize any relevant market. Mot. 33. The Opposition admits that LyricFind must plead WCM’s specific intent, demonstrates that there are no non-conclusory (much less plausible) allegations to that effect in the Complaint, but asks the Court to infer intent “from the nature of” the WCM/Musixmatch agreement because there are no non-conclusory (much less plausible) allegations to that effect in the Complaint. Opp’n 35. No such inference is appropriate here, particularly because LyricFind expressly admits that WCM had its own perfectly appropriate reasons to enter into the agreement with Musixmatch: “maximiz[ing its licensing] revenue.” Opp’n 35.

---

<sup>18</sup> *See In re: EpiPen (Epinephrine Injection, USP) Mktg., Sales Pracs. & Antitrust Litig.*, 336 F. Supp. 3d 1256, 1302 (D. Kan. 2018) (allegations that patentholder and licensee were competitors in a relevant market and engaged in a “concerted effort to procure patents, initiate patent infringement litigation, and enter into reverse payment settlements in an effort to prevent . . . competitors from entering the [relevant] market”); *Townshend v. Rockwell Int’l Corp.*, No. 99-cv-0400, 2000 WL 433505, at \*2, \*6 (N.D. Cal. Mar. 28, 2000) (allegations that patentholder and licensee fraudulently obtained standard incorporating the relevant patents from standard-setting organization, used the standard as leverage to acquire competitors’ technology, and then denied access to the standard-essential patent); *In re Suboxone (Buprenorphine Hydrochloride & Naloxone) Antitrust Litig.*, 2017 WL 4910673, at \*9 (allegations that patentholder and licensee conspired to extend regulatory exclusivity, withdraw legacy product from the market, and delay generic entry).



LyricFind also argues that its allegations that WCM notified Spotify about the WCM/Musixmatch agreement and declined to provide a direct license to Spotify “to avoid undercutting ‘the Exclusive’s anticompetitive goals’” suffice to show WCM’s specific intent. Opp’n 36 (*quoting* Compl. ¶¶ 107, 150). Not so. For one, this supposed allegation of WCM’s intent is nowhere in the Complaint. *See* Compl. ¶¶ 150–51 (actually alleging that it was TPG and Musixmatch that “ensur[ed] that WCM would not provide direct licenses to Spotify” “to foreclose the possibility [that it would source data services from other providers]”). For another, the allegations LyricFind highlights do not show WCM’s “shared purpose” of creating or maintaining a monopoly by Musixmatch, but are instead entirely consistent with WCM’s entirely lawful desire that Musixmatch act as the sole agent for its intellectual property. *See In re Microsoft Corp. Antitrust Litig.*, 127 F. Supp. 2d 728, 732 (D. Md. 2001) (requiring “facts to support [plaintiffs’] conclusory assertion that the [alleged co-conspirators] defendants acted with specific intent, i.e., that they decided that [the alleged monopolist’s] monopolies were in their own interest and something they affirmatively wanted to perpetuate”). LyricFind has thus not alleged WCM’s specific intent.

**F. LyricFind Does Not Have a Standalone Monopoly Leveraging Claim (Count 5)**

The Opposition admits that monopoly leveraging is merely a “label[] to distinguish between distinct theories.” Opp’n 36. The monopoly leveraging claim is thus coextensive with the attempted monopolization claim and fails for the same reasons. Mot. 33.

**G. The Opposition Does Not Overcome the Fatal Pleading Deficiencies in the Complaint’s State Law Claims (Counts 9–13)<sup>19</sup>**

***Cartwright Act/UCL.*** LyricFind does not dispute that its Cartwright Act and UCL claims are coextensive with its federal antitrust claims and do not allege any distinct conduct. Opp’n 37. These claims thus fail for same reasons articulated in this reply and the opening brief.

***Interference with Prospective Economic Advantage.*** The Opposition acknowledges that the alleged tortious conduct did not end negotiations with Spotify, but claims that it nonetheless adequately pled the requisite disruption in the relationship when it alleged that it had to incur additional costs to “address” the alleged misconduct. Opp’n 38. That is insufficient to state a claim.

---

<sup>19</sup> Musixmatch incorporates by reference TPG’s reply brief in support of its motion to dismiss.

Indeed, the case LyricFind relies on for its argument that it adequately pleaded disruption involved an *actual contract* rather than a prospective economic relationship, and is therefore inapplicable. *See Pac. Gas & Elec. Co. v. Bear Stearns & Co.*, 791 P.2d 587, 592 (Cal. 1990). “Economic relationships short of contractual,” like the relationship between LyricFind and Spotify, “stand on a different legal footing as far as the potential for tort liability is reckoned.” *Ixchel Pharma, LLC v. Biogen, Inc.*, 470 P.3d 571, 576 (Cal. 2020). And since LyricFind has identified no plausible allegations of independently wrongful conduct or of negligence, this claim should be dismissed.

***Breach of Contract.*** As explained further in TPG’s reply brief, LyricFind failed to plead cognizable damages for its contract claim. The Opposition claims that allegations of costs incurred “to address” the alleged breach suffice. Opp’n 39. They do not. *See Gardner v. Health Net, Inc.*, No. 10-cv-2140, 2010 WL 11597979, at \*7 (C.D. Cal. Aug. 12, 2010) (damages in the form of “expenses and/or time spent” on mitigation insufficient where plaintiffs alleged no damages to mitigate).

### **III. THE COMPLAINT SHOULD BE DISMISSED WITH PREJUDICE**

Finally, the Court should deny LyricFind’s perfunctory request for leave to amend its Complaint because any attempts to address pleading deficiencies would be futile. *See Leadsinger, Inc. v. BMG Music Publ’g*, 512 F.3d 522, 532 (9th Cir. 2008) (citing *Foman v. Davis*, 371 U.S. 178, 182 (1962)). LyricFind never explains how it would amend its Complaint, and this lack of specificity alone warrants denial. *See Kendall v. Visa U.S.A., Inc.*, 518 F.3d 1042, 1052 (9th Cir. 2008) (“Appellants fail to state what additional facts they would plead if given leave to amend, or what additional discovery they would conduct to discover such facts. Accordingly, amendment would be futile.”); *Blomquist v. Washington Mut.*, 384 F. App’x 665, 665–66 (9th Cir. 2010) (similar). In any event, as outlined above, amendment would be futile because LyricFind’s jurisdictional allegations, theory of antitrust injury, and substantive claims are all irreparably flawed. *See Arcell v. Google LLC*, No. 22-cv-02499, 2025 WL 210877, at \*2 (N.D. Cal. Jan. 16, 2025) (denying leave to amend where theory of antitrust injury did not apply to plaintiffs, rendering amendment futile).

### **CONCLUSION**

For the foregoing reasons, the Court should dismiss LyricFind’s Complaint against Musixmatch with prejudice.

Dated: July 30, 2025

Respectfully submitted,

/s/ Matthew L. McGinnis

Matthew L. McGinnis (admitted *pro hac vice*)

matthew.mcginis@ropesgray.com

ROPES & GRAY LLP

Prudential Tower

800 Boylston Street

Boston, MA 02199

T: (617) 951-7000

F: (617) 951-7050

Rocky C. Tsai (Cal. Bar No. 221452)

rocky.tsai@ropesgray.com

ROPES & GRAY LLP

Three Embarcadero Center

San Francisco, CA 94111

T: (415) 315-6300

F: (415) 315-6350

David A. Young (admitted *pro hac vice*)

david.young@ropesgray.com

Adam R. Safadi (admitted *pro hac vice*)

adam.safadi@ropesgray.com

ROPES & GRAY LLP

2099 Pennsylvania Avenue NW

Washington, DC 20006

T: (202) 508-4600

F: (202) 508-4650

*Attorneys for Defendant Musixmatch S.p.A.*

**CERTIFICATE OF SERVICE**

I hereby certify that, on July 30, 2025, the foregoing was filed through the Court's electronic filing system, which will send electronic notice of this filing to all counsel of record.

/s/ Matthew L. McGinnis  
Matthew L. McGinnis (admitted *pro hac vice*)  
*Attorney for Defendant Musixmatch S.p.A.*