

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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AUBREY DRAKE GRAHAM,	:	
	:	
Plaintiff,	:	
	:	
v.	:	No. 1:25-cv-399-JAV
	:	
UMG RECORDINGS, INC.,	:	
	:	
Defendant.	:	
	:	
	-X	

**DECLARATION OF M. ANNIE HOUGHTON-LARSEN IN SUPPORT OF  
PLAINTIFF’S LETTER MOTION TO COMPEL LUCIAN GRAINGE’S CUSTODIAL  
DOCUMENTS**

I, M. Annie Houghton-Larsen, an attorney admitted to practice in this Court, hereby declare as follows pursuant to 28 U.S.C. § 1746:

1. I am counsel to Plaintiff Aubrey Drake Graham (“Plaintiff”) in the above-captioned action.
2. I submit this declaration in support of Plaintiff’s Letter Motion to Compel Defendant UMG Recordings, Inc. (“UMG”) to collect, review, and produce the responsive custodial documents of UMG’s Chairman and Chief Executive Officer, Lucian Grainge (“Grainge”).
3. Attached as Exhibit 1 is a true and correct copy of Plaintiff’s first set of Requests for Production to Defendant dated March 10, 2025.
4. Attached as Exhibit 2 is a true and correct copy of Plaintiff’s letter to Defendant counsel dated May 7, 2025.

5. Attached as Exhibit 3 is a true and correct copy of Plaintiff's letter to Defendant dated May 13, 2025.

6. Attached as Exhibit 4 is a true and correct copy of Plaintiff's letter to Defendant dated May 23, 2025.

7. Attached as Exhibit 5 is a true and correct copy of an email from Plaintiff to Defendant dated May 30, 2025.

8. Attached as Exhibit 6 is a true and correct copy of Plaintiff's second set of Requests for Production to Defendant dated June 3, 2025.

9. Attached as Exhibit 7 is a true and correct copy of an email from Plaintiff to Defendant dated June 6, 2025.

10. Attached as Exhibit 8 is a true and correct copy of Plaintiff's letter to Defendant dated July 3, 2025.

11. Attached as Exhibit 9 is a true and correct copy of Plaintiff's third set of Requests for Production to Defendant dated July 14, 2025.

12. Attached as Exhibit 10 is a true and correct copy of Defendant's letter to Plaintiff dated July 16, 2025.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 12, 2025.

/s/ M. Annie Houghton-Larsen  
M. Annie Houghton-Larsen  
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# EXHIBIT 1

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

AUBREY DRAKE GRAHAM,

Plaintiff,

V.

UMG RECORDINGS, INC.,

Defendant.

Civil Action No. 1:25-cv-399-JAV

**PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION  
TO DEFENDANT UMG RECORDINGS, INC.**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Plaintiff Aubrey Drake Graham (“Drake” or “Plaintiff”) hereby requests that Defendant UMG Recordings, Inc. (“UMG” or “You”) produce all documents, electronically stored information, and tangible things in Your possession, custody, or control that are responsive to these Requests for Production of Documents (the “Requests”). Each individual Request shall be read and interpreted in accordance with the definitions and instructions set forth below.

## GENERAL DEFINITIONS

Plaintiff incorporates by reference all instructions, definitions, and rules contained in the Federal Rules of Civil Procedure (“FRCP”) and Local Rules of the United States District Court for the Southern District of New York and, for purposes of these Requests, the following definitions shall apply:

1. Unless words or terms have been given a specific definition herein, each word or term used herein shall be given its usual and customary dictionary definition.

2. The terms defined herein should be construed broadly to the fullest extent of their meaning in a good faith effort to comply with the FRCP.

3. “And” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Requests all information that might otherwise be construed to be outside of their scope.

4. “You,” “Your,” or “Yours” refers to UMG Recordings, Inc. (“UMG”) and includes any persons or entities acting for UMG or on UMG’s behalf, including but not limited to all representatives, servants, agents, employees, officers, affiliates, contractors, subsidiaries, parent companies, and third parties, as well as any entities over which UMG has control, including but not limited to Interscope Records (“Interscope”), Republic Records (“Republic”), and Universal Music Publishing Group (“UMPG”).

5. “Communication” or “Communications” means, in addition to its customary and usual meaning, every contact of any nature, whether documentary, electronic, written or oral, formal or informal, at any time or place, and under any circumstances whatsoever, whereby information of any nature is transmitted or transferred by any means, including but not limited to letters, memoranda, reports, emails, text messages, instant messages, social media, telegrams, invoices, telephone conversations, voicemail messages, audio recordings, face-to-face meetings and conversations, or any other form of communication, and any Document relating to such contact, including but not limited to correspondence, memoranda, notes or logs of telephone conversations, e-mail, electronic chats, text messages on any platform, instant messages, direct or private messages, correspondence in “meet ups” or chat rooms, and all other correspondence on Social Media. Without limiting the foregoing in any manner, commenting as well as any act of expression that is not directed at a specific person, or otherwise may not be intended to provoke a

response (such as a social media posting, “likes,” “shares,” or any other form of reacting to another’s use of Social Media), are forms of communication.

6. “Document” or “Documents” is used herein in the broadest sense of the term and means all records and tangible or electronic media of expression, including (i) papers of all kinds, including but not limited to originals and copies, however made, of letters, memoranda, handwritten notes, notebooks, work-pads, messages, agreements, rough drafts, drawings, sketches, pictures, posters, pamphlets, publications, news articles, advertisements, sales literature, brochures, announcements, bills, receipts, bank checks, credit card statements, and (ii) non-paper information of all kinds, including but not limited to any electronically stored information and computer generated or electronic data such as digital videos, digital photographs, audio recordings, podcasts, Internet files (including “bookmarks” and browser history), word documents, notes taken electronically, online articles and publications, website content, electronic mail (e-mail), electronic chats, instant messages, text messages, uploads, posts, status updates, comments, “likes,” “shares,” direct messages, all Social Media activity, or any other use of ephemeral communications services or Social Media, and (iii) any other writings, records, or tangible objects produced or reproduced in any way. Without limiting the foregoing in any way, every Communication is also a Document.

7. “Relating to” means “concerning,” “referring to,” “describing,” “evidencing,” or “constituting.”

8. “Social Media” means any forum, website, application, or other platform on which persons can create, transmit, share, communicate, or comment upon any information, ideas, or opinions, or otherwise engage in social networking, including but not limited to: X (formerly known as Twitter), Rumble, Gab, MeWe, Periscope, Facebook, Discord, Reddit, Imgur, SnapChat, Instagram, Google+, 4chan, 8chan, Tumblr, Youtube, LinkedIn, Flickr, Reddit, Quora, Disquis,

Slack, Whisper, Yik Yak, Medium, WordPress, WeChat, and instant messaging services such as Signal, WhatsApp, Facebook Messenger, Hangouts, Skype, Line, KakaoTalk, Telegram, and CyberDust. Without limiting the foregoing in any manner, and by way of example only, the following are Social Media activity: uploading, posting, commenting, reacting (e.g., “liking” a post), sharing, and communicating on comment sections of Social Media.

### **SPECIFIC DEFINITIONS**

1. “Super Bowl LIX Halftime Show” refers to the Apple Music Super Bowl LIX Halftime Show on February 9, 2025.

2. “Recording” refers to the vocal performance of the recording artist Kendrick Lamar Duckworth, professionally known as “Kendrick Lamar,” and embodying the musical composition co-written by Kendrick Lamar, titled “Not Like Us,” which was first published on May 4, 2024.

3. “Image” refers to the accompanying cover image to the Recording, which depicts Plaintiff’s home in Toronto, Canada, and was first published on May 4, 2024.

4. “Musical Works” mean any sound recordings of a musical composition, along with any accompanying lyrics, to which a copyright owner has the rights to make and distribute copies, publicly perform or display, make derivative works, and license for use by third parties.

5. “Music Videos” mean any video recording of a Musical Work with additional images, audio, and video accompanying the original Musical Work, and published, licensed, and promoted separately from the original Musical Work by the recorded artist, the recorded artists’ label, or other affiliated entities with a contractual or licensed right to publish an official Music Video of the Musical Work.

6. “Video” refers to the music video for the Recording, which was first published on July 4, 2024.

7. “Payola” refers to the practice of paying for radio plays or other promotion without disclosure, prohibited by the Communications Act of 1934 (see 47 U.S.C. §§ 317, 508).

### **INSTRUCTIONS**

Plaintiff incorporates by reference all instructions, definitions, and rules contained in the FRCP and Local Rules of the United States District Court for the Southern District of New York and, for purposes of these Requests, the following instructions shall apply:

1. Unless otherwise specified, the relevant time period for the Requests is March 26, 2024 through the date of these Requests.

2. Your responses to the following Requests shall be based on all knowledge and information (whether or not hearsay or admissible) in Your possession, custody, or control.

3. Produce all responsive documents in Your possession, custody, or control, regardless of whether such documents are possessed directly by You or persons under Your control, including Your agents, employees, representatives, or attorneys, or their agents, employees, or representatives.

4. If no responsive documents exist for any particular requests, specifically state that no responsive documents exist.

5. If any responsive document was, but is no longer, in Your possession, custody, or control, state the date and manner of its disposition, and identify its last known custodian and/or location. To the extent that any responsive document was lost or destroyed, produce any document that supports Your assertion that the document was lost or destroyed, provide the date when each such document was lost or destroyed, and the name, role, and title of the individual who authorized or requested the destruction of the document.

6. These Requests are continuing in nature. If, after making initial responses, You



obtain or become aware of any further Documents responsive to the Requests, You must supplement Your responses and provide such Documents.

7. If You object to production in response to a specific request, You shall state with particularity the basis for all objections with respect to such request. You shall respond to any and all portions of any request that do not fall within the scope of Your objection.

8. If, in responding to any of the following Requests, You encounter any ambiguity or confusion in construing either a Request or a Definition or Instruction relevant to a Request, set forth the matter deemed ambiguous, select a reasonable interpretation that you believe resolves the ambiguity, respond to the Request using that interpretation, and explain with particularity the construction or interpretation selected by You in responding to the Request.

9. Whether or not You object to a particular Request, You must preserve all documents and communications relevant to the above-captioned matter, including all documents and communications responsive to these Requests.

10. Produce each responsive document in its entirety including with all attachments or other matters affixed thereto. Documents attached to each other should not be separated.

11. All documents shall be produced in electronic form and shall include related metadata. Produce documents in TIFF or native format (i.e., Word documents as .DOC or .DOCX files, Outlook emails as .PST files, Excel spreadsheets as .XLS or .XLSX files, Adobe PDF documents as .PDF files). For all forms of electronically stored information, ensure that the electronically stored information is provided in an unencrypted form and free of password protection.

12. Any alteration of a responsive document, including any marginal notes, handwritten notes, underlining, date stamps, received stamps, endorsed or filed stamps, drafts,

revisions, modifications, and other versions of a document, is a responsive document in its own right and must be produced.

13. In instances where two or more exact duplicates of any document exist, the most legible copy shall be produced.

14. Certify that Your production is complete and correct in accordance with specifications of the attached Certification that Response is Complete and Correct form provided as Exhibit 1.

15. If You have withheld from production responsive documents or tangible things on the basis that you assert a claim of privilege as to that document or thing, You shall prepare a list of withheld documents and things that lists the following information for each such document or thing, or part thereof, withheld on such a basis:

- a. the type of document, e.g., letter or memorandum;
- b. the general subject matter of the document;
- c. the date of the document;
- d. such other information as is sufficient to identify the document, including, where appropriate, the author of the document, the addressee of the document, and any other recipients shown in the document;
- e. the nature and basis for the claim of privilege; and
- f. sufficient additional information about the document as is necessary to justify Your claim of privilege.

**DOCUMENTS TO BE PRODUCED**

**DOCUMENT REQUEST NO. 1:**

All contracts and agreements between You and Kendrick Lamar Duckworth, his agents, or anyone working on his behalf, including all contracts and agreements reflecting Your right to approve, reject, refuse to publish, edit, amend, alter, or veto the publication of Kendrick Lamar Duckworth's Musical Works, Music Videos, or other content.

**DOCUMENT REQUEST NO. 2:**

All Documents and Communications relating to Your approval or consent to publish the Recording, Image, and Video.

**DOCUMENT REQUEST NO. 3:**

All Communications involving Ramon Alvarez-Smikle relating to the Recording, Image, or Video or the promotion of any Musical Works by Kendrick Lamar Duckworth.

**DOCUMENT REQUEST NO. 4:**

All Documents and Communications relating to the payment and reimbursements of discretionary marketing funds for the benefit of Kendrick Lamar Duckworth, or any person working on his behalf, including, but not limited to Anthony Saleh.

**DOCUMENT REQUEST NO. 5:**

All Documents and Communications relating to any allegations, concerns, complaints or reports, whether formal or informal, oral or written, made to You relating to Payola violations regarding any Musical Works by Kendrick Lamar Duckworth.

**DOCUMENT REQUEST NO. 6:**

All Documents and Communications relating to any actions or contemplated actions You undertook with respect to the copyright restrictions for the Recording, Image, or Video, including but not limited to any alteration, modification, removal, suspension of the same.

**DOCUMENT REQUEST NO. 7:**

Documents sufficient to show Your internal policies, procedures, and guidelines relating to the enforcement of copyright restrictions over the publication, playing, streaming, or sharing of Musical Works, Music Videos, or other content on third-party platforms.

**DOCUMENT REQUEST NO. 8:**

All Documents and Communications relating to the February 2, 2025 Grammy Awards relating to the Recording, Image, or Video, including, but not limited to: all Documents and Communications with the National Academy of Recording Arts and Sciences, Inc., or any representative or agent thereof; all Documents and Communications regarding the promotion and advertising of the Recording, Image, or Video for the purposes of obtaining a nomination for a Grammy Award, obtaining a win for a Grammy Award, or for promoting the February 2, 2025 Grammy Awards; and all Documents and Communications regarding the content of the archival footage available from the February 2, 2025 Grammy Awards, including, but not limited to, as referenced in <https://www.hotnewhiphop.com/892143-grammys-deletes-clip-crowd-singing-kendrick-lamar-not-like-us-drake-lawsuit-hip-hop-news>.

**DOCUMENT REQUEST NO. 9:**

All Documents and Communications relating to the selection and licensing of the Recording to be performed at the Super Bowl LIX Halftime Show, including but not limited to all Documents and Communications relating to any and all decisions proposed, contemplated, or

made with respect to whether to omit or censor any lyrics or other content related to the Recording during the Super Bowl LIX Halftime Show.

**DOCUMENT REQUEST NO. 10:**

Documents and Communications sufficient to show the number of streams, views, downloads, purchases, and radio plays of the Recording and/or Video on all platforms, including Social Media platforms.

**DOCUMENT REQUEST NO. 11:**

Documents sufficient to show the executive compensation structure and annual incentive plans for Interscope Chief Executive Officer John Janick for the past five years.

**DOCUMENT REQUEST NO. 12:**

Documents sufficient to show Interscope's 2024 executive incentive metrics, targets, projections, and performance used to determine annual incentive compensation for Interscope's executives and officers, including Chief Executive Officer John Janick for the past five years.

**DOCUMENT REQUEST NO. 13:**

Documents and Communications sufficient to show the dates on which You sent litigation hold notices and the recipients of those notices relating to any of the allegations in the Complaint or anticipated or actual litigation by Plaintiff.

**DOCUMENT REQUEST NO. 14:**

All Documents and Communications relating to the May 7, 2024, armed attack and the May 8 and 9, 2024, trespassing attempts at Drake's Toronto residence.

**DOCUMENT REQUEST NO. 15:**

All Documents and Communications relating to the promotion of the Recording on Spotify and Apple Music.

**DOCUMENT REQUEST NO. 16:**

All Documents and Communications regarding objections to or concerns regarding the content of the Recording, Image, and Video.

**DOCUMENT REQUEST NO. 17:**

Documents sufficient to show the total money spent by UMG, directly or indirectly, on the production of the Recording and Video.

**DOCUMENT REQUEST NO. 18:**

Documents sufficient to show the total monthly money spent by UMG, directly or indirectly, on the promotion each of the Recording and Video.

Dated: March 10, 2025

By: /s/ Michael J. Gottlieb  
Michael J. Gottlieb  
Meryl C. Governski (admitted *pro hac vice*)  
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# EXHIBIT 2

# WILLKIE FARR & GALLAGHER<sub>LLP</sub>

787 Seventh Avenue  
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May 7, 2025

## ***VIA EMAIL***

Nicholas P. Crowell  
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**Re: *Graham v. UMG Recordings, Inc.*, No. 1:25-cv-00399-JAV (S.D.N.Y.)**

Dear Counsel,

I write to memorialize our May 2, 2025 meet and confer regarding Plaintiff's first set of requests for production and related discovery matters, as well as to provide Plaintiff's understanding of the current status of UMG's responses and next steps.

This letter is not intended to cover every topic that we discussed. Unless explicitly stated herein, Plaintiff disagrees with UMG's responses and objections and reserves all rights.

As we discussed on the call, Plaintiff believes that working collaboratively throughout discovery is in the best interest for both parties—with the parties engaging in regular discussions and working iteratively, particularly with respect to identifying custodians. We understood that you were in agreement.

**Protective Order:** We discussed UMG's markup to the draft protective order and our proposed changes. We have provided you with that mark up by separate email.

**ESI Protocol:** We discussed UMG's markup to the ESI protocol and our proposed changes. That mark up is attached to the same transmittal email as this letter. While all of our edits are contained in our returned mark up, we specifically wanted to note one item about the production of text messages. In UMG's latest mark up, UMG seeks to foreclose the parties' ability to redact non-responsive portions of 24 hour RSMF segments. Plaintiff does not agree to this proposal. Personal text messages—especially those contained on the personal phone of a major celebrity—are overwhelmingly likely to contain non-responsive content within 24 hours of responsive content. Non-responsive content may include, for example, non-responsive information about Drake's family, including his minor son, or non-responsive, sensitive communications with other celebrities.



On the meet and confer, you stated that UMG's basis for seeking to prohibit responsiveness redactions in RSMF files was that it allows the producing party to unilaterally decide what material is or is not responsive. However, all document discovery requires that both sides exercise responsiveness determinations in good faith. If UMG wishes to challenge any such RSMF redactions, Plaintiff will consider them in good faith, including by offering representations to UMG about the subject matter of any redacted messages. Plaintiff would expect that Defendant would do the same.

As you will see, we have adjusted the redaction provision so that (a) it confers reciprocal rights on both parties to redact non-responsive information in RSMF files and (b) it forbids redacting any material necessary to provide context to the responsive message.

**Status of UMG discovery:** We inquired about the status of UMG's document collection and review. We explained that we wanted to ensure that UMG's discovery process was not being delayed by the parties' ongoing negotiation of the protective order and ESI protocol. You stated that there was no such delay. Specifically, you advised that you have collected the electronic documents of five of the custodians<sup>1</sup> listed on Plaintiff's proposed custodians list for the relevant time period and are planning to run Plaintiff's proposed search terms across those documents. It was not clear to us on the call what specifically was encompassed by the collected electronic documents (i.e. emails, cell phones). Additionally, it was not clear to us on that call whether UMG would be running Plaintiff's proposed search terms or some other set of search terms. **We would appreciate receiving clarification on these points.**

**Custodians:** On April 25, 2025, Plaintiff sent UMG a proposed list of custodians to assist with its document collection efforts. During our meet and confer, you advised that it is UMG's position that, at least at this time, it will only be searching for and producing the documents of 5 of the 28 custodians on Plaintiff's proposed list: Bill Evans, Gary Kelly, Greg Marella, Jim Roppo, and Ramon Alvarez-Smikle. We asked how you selected those 5 custodians. You said that you were not certain and would get back to us. **Please promptly let us know.**

We did not agree that UMG's limiting its collection to just 5 custodians was appropriate. You explained that once we have the opportunity to review UMG's production of the documents for the first 5 custodians, should there be any custodians whose documents we believe should be searched and produced, you would be willing to have that conversation. We reserve all rights to seek discovery from all 26 custodians listed on our initial proposal and any other custodians we determine to be relevant throughout the course of discovery.

We then discussed each custodian individually. We explained that for many custodians, we were seeking their documents based on their publicly available job-title, but that our identification of custodians would be more focused with more information about UMG's organizational structure. On our previous meet and confer (April 17, 2025), we discussed the possibility of UMG producing to Plaintiff an organizational chart to assist Plaintiff in identifying custodians with relevant documents. On this call you advised that no such person-by-person organizational chart exists. We raised the possibility of providing you with specific names of UMG employees so that you

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<sup>1</sup> You represented that you have collected the electronic documents of: Bill Evans, Gary Kelly, Greg Marella, Jim Roppo, and Ramon Alvarez-Smikle.

could then provide the scope of their job responsibilities and the people on their team/who they work for. You said you would be open to discussing this as a solution.

- **Documents encompassed by another custodian:** For many of the custodians, you took the position that searching and producing their documents would be redundant of the other custodians whose documents you have agreed to search and produce.
  - You represented that it was your understanding that the following custodians documents would be redundant of Ramon Alvarez-Smikle: Faatimah Mahadi; Jordan Bell; Kojo Osie; Lane Mankoff; Luis Najera; Tiffany Bell.
  - You represented that it was your understanding that the following custodians documents would be redundant of Gary Kelly: Annie Lee, Jessica Stats; Mark Seepersaud; Pooja Mehta.
  - You represented that it was your understanding that Michael Nash's documents would be redundant of certain others, but you needed to go back to confirm whose documents specifically. **Please promptly advise.**
- **Apex custodians:** You took the position that searching and producing the documents of the following custodians would not be appropriate because they are "apex custodians:" Avery Lipman; Boyd Muir; John Janick; Lucian Grainge; Monte Lipman. Notwithstanding UMG's position, we continue to believe each of the aforementioned are key custodians likely to possess responsive information.
- **Relevance Questions:** You asked us to explain why we believed certain custodians were relevant. After we provided explanations, you agreed that these explanations were helpful, and you advised that you would go back to your client to discuss. **Please promptly let us know the result of these conversations.**
  - **Jody Gerson:** We explained that as the CEO of UMPG, we understand that Jody Gerson would be the custodian with information relevant to the licensing and promotion of the Defamatory Material on UMPG. We continue to believe Ms. Gerson is a key custodian likely to possess responsive information.
  - **John Janick:** We explained that as the CEO of Interscope, it is our understanding that John Janick would have been involved in the initial and ongoing approval necessary to publish the Defamatory Material. We continue to believe Mr. Janick is a key custodian likely to possess responsive information.
  - **Laura Carter and Nicole Wiskoarko:** We explained that as the Head of Urban Marketing at Interscope and EVP of Urban Marketing at Interscope, respectively, we believed that Laura Carter and Nicole Wiskoarko would have discovery relevant to Plaintiff's allegations about the use of discretionary marketing funds. We continue to believe Ms. Carter and Ms. Wiskoarko are a key custodians likely to possess responsive information.

- **Steve Berman:** We explained that as the Vice Chairman of Interscope Records, we understood that Steve Berman would have been involved in the initial and ongoing approval of the publication of the Defamatory Material as well as receiving any complaints about the same. We also agreed to get back to you with any additional bases. It is our understanding that Mr. Berman is likely to possess responsive materials relating to UMG's communications with the entities involved in the promotion, marketing, and planning of the 2025 Super Bowl halftime show.
- **Will Tanous:** You represented that Will Tanous was the corporate communications person for UMG and was not involved in anything relevant to this lawsuit until the lawsuit was filed. We stated that we would consider your position. We believe that Mr. Tanous plays a significant role on UMG's executive team and is involved in key executive-level decisions, suggesting that Mr. Tanous would have been involved in the executive-level discussions about the approval and ongoing publication of the Defamatory material. **We ask that you please promptly confirm this understanding with your client of Mr. Tanous' role prior to the filing of the above-captioned case.**

**Search Terms:** Also on April 25, 2025, Plaintiff sent UMG a proposed list of search terms for certain of Plaintiff's discovery requests to assist with UMG's document collection efforts. In your letter addressed to me dated April 28, 2025, you advised the UMG would respond to these proposed search terms under a separate cover. **We await that correspondence.**

**Plaintiff's First Requests for Production:** We also briefly discussed a few questions we had regarding your April 28, 2025 letter regarding Plaintiff's First Requests for Production.

- **Objection No. 6:** While we are agreeable to a narrowed definition of the term "payola" than the one contained within Plaintiff's First Requests for Production, we explained that the definition you proposed was too narrow because it would not encompass the communications with "middle men" involved in the pay-for-play scheme, as alleged in the Amended Complaint. To that end, we propose the parties agree to the following definition of "payola" for the purpose of the First Requests for Production (and discovery writ large):

"Payola" refers to the practice of paying or providing, or agreeing to pay or provide, money or other valuable consideration to any individual or entity for the purpose of achieving or obtaining airplay or increased airplay of certain content on an AM or FM radio station licensed by the Federal Communications Commission to operate in the United States, without disclosing the payment to radio station management so that the station can disclose the payment to its listeners at the time of broadcast, as required by the Communications Act of 1934. Payola also refers to any conduct prohibited by Your internal policies, procedures, or codes of conduct with respect to Your interactions with radio stations, radio station employees, or independent promoters.

**Please promptly let us know if this definition is agreeable.**

- **Request No. 1:** We reiterated why we believe that UMG should agree to produce any redacted contracts or agreements with the definitions section unredacted—that no one could understand a contract's meaning without understanding the definition of the defined

terms. You agreed that your goal was not to produce redacted versions of contracts or agreements that were incomprehensible.

Sincerely,

/s/ M. Annie Houghton-Larsen

M. Annie Houghton-Larsen  
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# EXHIBIT 3

# WILLKIE FARR & GALLAGHER<sub>LLP</sub>

1875 K Street, N.W.  
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Tel: 202 303 1000  
Fax: 202 303 2000

May 13, 2025

## VIA ELECTRONIC MAIL

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**Re: *Graham v. UMG Recordings, Inc.*, No. 1:25-cv-00399-JAV (S.D.N.Y.)**

Dear Counsel,

We write in response to UMG's stated position that it will not collect, review, or produce documents from certain UMG employees on the basis that those employees are so-called "apex custodians." Specifically, during our telephonic meet and confer on May 2, 2025, you explained that it was UMG's position that it would not collect, review, or produce discovery for the following custodians requested by Plaintiff because they are "apex" custodians: Annie Lee; Avery Lipman; Boyd Muir; John Janick; Lucian Grainge; Monte Lipman; and Steve Berman (together, the "Contested Custodians").<sup>1</sup> Your "apex" objection is unsupported by law and inconsistent with Plaintiff's allegations. We request that you promptly confirm that UMG will collect, review, and produce relevant discovery from the Contested Custodians.

In this circuit, there is "no blanket prohibition on taking discovery from high-level executives." *Haber v. ASN 50th St., LLC*, 272 F.R.D. 377, 382 (S.D.N.Y. 2011); *see also e.g., Vaigasi v. Solow Mgmt. Corp.*, 2016 WL 616386, at \*16 (S.D.N.Y. Feb. 16, 2016); *Scott v. Chipotle Mexican Grill, Inc.*, 306 F.R.D. 120, 122 (S.D.N.Y. 2015); *Retail Brand All., Inc. v. Factory Mut. Ins. Co.*, 2008 WL 622810, at \*5 (S.D.N.Y. Mar. 7, 2008); *Bouchard v. New York Archdiocese*, 2007 WL 2728666, at \*3 (S.D.N.Y. Sept. 19, 2007). We have been unable to locate any case law in this Circuit suggesting that executives are exempted from document discovery by virtue of their job title, and you have not provided any.

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<sup>1</sup> It was unclear whether UMG is objecting to Annie Lee or Steve Berman because they are "apex custodians." This letter assumes you are, but if that is not the case, please advise.

As we previously explained on our May 2, 2025 telephonic meet and confer and again by letter correspondence on May 7, 2025, each of the Contested Custodians is likely to have discovery relevant to Plaintiff's claims, such that discovery of their documents is appropriate under the liberal standard set by Federal Rule of Civil Procedure 26(b)(1). Fed. R. Civ. P. 26(b)(1); *see also Kamps v. Fried, Frank, Harris, Shriver & Jacobson L.L.P.*, 2010 WL 5158183, at \*3 (S.D.N.Y. Dec. 9, 2010) (explaining that the "scope of discovery under Fed. R. Civ. P. 26(b) is very broad, encompassing any matter that bears on, or that reasonably could lead to other matter that could bear on, any issue that is or may be in the case.") (citations omitted).<sup>2</sup> As just a few examples:

- As alleged in the Amended Complaint, Lucian Grainge and John Janick were involved in the initial publication of the Recording<sup>3</sup> and Image, while Avery and Monte Lipman, as the President/COO and CEO of Drake's label Republic Records, failed to prevent their publication. ECF No. 41 at ¶ 69.
- The Amended Complaint alleges that each of Lucian Grainge, John Janick, and Avery and Monte Lipman were involved in the initial publication of the Video, either in directing or approving the publication and/or in failing to prevent its publication. *Id.* at ¶ 112.
- As high-ranking executives at UMG and Interscope, it is our understanding that Annie Lee, Lucian Grainge, John Janick, and Steve Berman were involved in the ongoing decision to approve the publication and promotion of the Defamatory Material after learning that the public believed the Defamatory Material to be communicating statements of fact and after learning that Drake was being harmed by the publication and promotion. As UMG argues in its motion to dismiss, the state of mind of decision-makers at UMG and Interscope is relevant to actual malice. ECF No. 43 at 19.
- The Amended Complaint further alleges that John Janick is particularly relevant to UMG's decision to publish and promote the Defamatory Material because he was financially incentivized both to have Interscope surpass its annual projections and to have Interscope outperform vis-à-vis Republic. ECF No. 41 at ¶¶ 48, 49, 214.
- As senior executives at UMG, Interscope, and Republic, it is highly likely that Annie Lee, Lucian Grainge, John Janick, Steve Berman, Avery Lipman, and Monte Lipman were involved in contract negotiations with Kendrick Lamar and Drake and in conversations about increasing leverage for future contract negotiations with Drake. *See id.* at ¶¶ 51-54, 213
- As the highest-ranking officers at Republic, Avery and Monte Lipman are highly likely to have communicated with others at UMG regarding the ongoing harm to Drake caused by the publication and promotion of the Defamatory Material.
- Lucian Grainge is highly likely to have relevant documents about the Recording and the 2025 Grammy Awards, as he was recorded at the Grammy Awards celebrating Kendrick Lamar's wins

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<sup>2</sup> Of the Contested Custodians, we understand UMG to be asserting relevance objections for only Avery Lipman, John Janick, Monte Lipman, and Steve Berman,

<sup>3</sup> Any terms not defined herein shall have the meaning assigned in the Amended Complaint.

and high-fiving Lamar's producer and mentor as the Recording played in the background. *Id.* at ¶ 164.

You separately took the position that the documents of at least some of the Contested Custodians would be “duplicative” of other custodians and are therefore unnecessary to collect, review, and produce. You have not substantiated this claim with anything other than your say-so. UMG has not provided any support for its representation—either in the form of hit counts or a document production from the “lower” custodians with duplicative documents. Your argument also makes no sense. Senior corporate officers have different roles and responsibilities than their more junior employees and, as noted above, have independent relevance in this matter. You cited as an example Interscope's Chief Operating Officer Annie Lee, whom you claim would be “duplicative” of the employees who worked for her, including, Interscope's Chief Revenue Officer Gary Kelly. But those two custodians have different job titles and sit at different levels of the corporate ladder. In addition, any duplication of documents will be resolved by an e-discovery vendor upon processing through “de-duplication,” which will minimize the need for UMG to review the same document multiple times.

Please confirm that UMG will begin collecting the documents of the Contested Custodians for document discovery, including emails and mobile devices, as required by the Federal Rules.<sup>4</sup>

Sincerely,

/s/ Brady M. Sullivan

Brady M. Sullivan  
Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
New York, NY  
(212) 728-8949  
bsullivan@willkie.com

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<sup>4</sup> Plaintiff will separately address the other custodians to whom UMG has objected.



# EXHIBIT 4

# WILLKIE FARR & GALLAGHER<sub>LLP</sub>

1875 K Street, N.W.  
Washington, DC 20006-1238

Tel: 202 303 1000  
Fax: 202 303 2000

May 23, 2025

## **VIA ELECTRONIC MAIL**

Nicholas P. Crowell  
Katelin Everson  
Sidley Austin LLP  
787 Seventh Avenue  
New York, NY 10019  
(212) 212-839-5449  
Ncrowell@sidley.com  
Keverson@sidley.com

**Re: *Graham v. UMG Recordings, Inc.*, No. 1:25-cv-00399-JAV (S.D.N.Y.)**

Dear Counsel,

We write in response to UMG's letter dated May 22, 2025 ("May 22 Letter") and regarding ongoing discovery matters. We note at the outset that it has been two-and-a-half months since Plaintiff served UMG with eighteen Requests for Production and, as of this writing, UMG has not produced a single document.

## **Initial Screening Search Terms**

We appreciate UMG's agreement to collect and search custodial data in the ordinary course.

For the record, your suggestion that filtering future document collections at the point of collection by running "initial screening search terms"—before later running a second set of search terms—would somehow make discovery more efficient is not credible. UMG's proposal would introduce a new step into the collection and review process. Under UMG's proposal, instead of sending date-range-limited custodial data to a document vendor and having the vendor run search terms, UMG *itself* (not a vendor) would *first* run a set of (not yet negotiated) "filter" search terms at the point of collection, an inherently unreliable exercise (especially for devices), and then send that data to a document vendor, and then have the vendor run a second set of search terms. Thus, your proposal would have *further delayed* UMG's document production, not streamlined it. Strangely, it also would have cost your client more time (running search terms internally, as opposed to relying on a vendor that you presumably have already engaged) and money (attorney time negotiating a new set of search terms). Your proposal is even more puzzling because the only stated "burden" supposedly alleviated would be the cost of storing incremental data in a processing workspace. We invited UMG to send us information about that incremental cost,

but you have not done so. We also explained that, based on our experience, the cost of storing data in a processing workspace (as opposed to promoted data in Relativity) is not significant in the context of a large, complex litigation, and you have not disputed as much. If there is a significant burden to UMG that we are not appreciating, do let us know.

### **Apex Custodians**

You do not claim that certain senior level custodians (the “Contested Custodians”<sup>1</sup>) are not reasonably likely to have discoverable information—a telling concession. Instead your objections are (1) the Contested Custodians are immune from document discovery as “apex” custodians, yet you have not cited any binding authority supporting as much, nor have you responded to Plaintiff’s authority demonstrating that there is no “apex” doctrine for document discovery; and (2) the Contested Custodians are likely to have discovery that is “cumulative or duplicative” of other custodians,<sup>2</sup> even though the entire premise of the “apex” objection is that these custodians are sufficiently senior that they should be treated differently than other custodians and afforded special protection. Nor, to our knowledge, have you run hit reports or duplication statistics in order to test UMG’s dubious claim that the documents of senior executives would be mostly duplicative of the individuals below them with different roles and responsibilities. UMG has also made clear that it intends to argue that Plaintiff cannot prove actual malice with respect to individuals at UMG (*see* ECF No. 43 at 19), yet now UMG seeks to block discovery into some the very individuals whom Plaintiff alleges acted with actual malice.

Please let us know your availability on Tuesday May 27, Wednesday May 28, or Thursday May 29 to hold a telephonic meet and confer regarding this issue.

### **Other Custodians**

Thank you for agreeing to expand the list of initial custodians from whom UMG will agree to produce discovery to include Steve Berman, Laura Carter, and Nicole Wyskoarko. We agree that the parties should continue to consider additional custodians as discovery continues.

**Michael Nash:** We appreciate your representations regarding the documents of Michael Nash being duplicative of Gary Kelly. We continue to not understand how the documents of two individuals with different roles and responsibilities could be duplicative of one another. We reserve all rights as to Michael Nash.

**Jody Gerson:** We appreciate your representations and clarifications about UMG’s corporate relationship with UMPG. We reserve all rights as to Jody Gerson. Please identify who of the 8 custodians that UMG has agreed to produce documents for will have documents relating to the licensing of the Defamatory Material.

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<sup>1</sup> Plaintiff understands, but UMG did not clarify in its May 22 Letter, that these Contested Custodians are: Annie Lee; Avery Lipman; Boyd Muir; John Janick; Lucian Grainge; and Monte Lipman.

<sup>2</sup> Per the May 22 Letter, UMG has agreed to collect and produce responsive material for the following custodians: Bill Evans, Gary Kelly, Greg Marella, Jim Roppo, Laura A. Carter, Nicole Wyskoarko, Ramon Alvarez-Smikle, and Steve Berman.

**Will Tanous:** Given your representation that Will Tanous began to have direct involvement in the matters at issue in this case when “the threat of litigation emerged” rather than at the time the above-captioned action was filed as previously understood, Plaintiff continues to believe that Will Tanous is a key custodian for proving actual malice. To the extent you provide evidence that Will Tanous exchanged a large volume of communications with outside counsel, we are willing to meet and confer about ways to alleviate the burden of logging those communications.

### **UMG’s Responses and Objections to Plaintiff’s First Set of Requests for Production**

We reiterate our request that UMG provide a date certain at which it will begin producing documents. On our meet and confer of May 13, you indicated that UMG would begin producing certain hand-collected documents shortly.

- **Request No. 3:** As discussed on our meet and confer on May 13, you asked that we provide an explanation for why the search term “GNX” was relevant. We explained that the Recording was not included on Kendrick Lamar’s album “GNX” and Plaintiff was seeking discovery to understand whether UMG was involved in that decision and why the decision was made. You agreed to go back to your client with this explanation. In the May 22 Letter you simply state that UMG will not run the term “GNX” for Request No. 3. Please provide an explanation of why UMG is objecting to the search term “GNX.”
- **Request No. 4:** You represent that UMG searched the “central repository of any discretionary marketing funds paid or reimbursed to or for the benefit of any artist or client of UMG” for responsive documents and did not identify anything. Please provide a detailed explanation of how this repository is organized, i.e., how payments and reimbursements are labelled, how artists or clients are identified, and whether the repository contains song-level data, as opposed to artist-level. For example, is it possible that discretionary marketing funds were used “in support of or connection with” Kendrick Lamar, but the repository would not show whether those funds specifically supported the Recording, Image, or Video? Please also explain how UMG searched this central repository, including any terms or limiters used.
- **Request No. 5:** You represent that “allegations complaints or reports of payola are received by UMG’s Global Compliance group” and that UMG “has confirmed that Global Compliance has not received anything allegations, complaints or reports of payola regarding the Recording.” Please provide an explanation of how Global Compliance conducted its search, including any terms or limiters used. Please also provide confirmation that any responsive allegation, complaint, or report, whether formal or informal, oral or written, made to anyone at UMG would be directed to UMG’s Global Compliance group as a matter of policy (and produce said policy or policies). Please also provide hit counts for our proposed search terms directed at this request so that we can understand your burden claim and, if necessary, work with you to tailor the search terms (or custodians) to reduce any undue burden.
- **Request No. 7:** You represent that UMG searched and found no “published policies or procedures responding to this RFP.” Please clarify what is meant by “published.” And please

provide an explanation of how UMG searched this central repository, including any terms or limiters used.

- **Request No. 8:** Plaintiff reserves all rights as to Request No. 8 as we await your production with documents sufficient to verify your representations.

### **Sources of ESI**

In our May 7 letter memorializing our May 2 meet and confer, we asked that UMG confirm that UMG was collecting the cell phones of the agreed-upon custodians in addition to other repositories of data. UMG did not provide a written response. However, on our May 13 meet and confer, UMG raised that it was planning to collect the non-Microsoft 365 data for the agreed-upon custodians (including cell phones). UMG made a similar representation in its May 14 email regarding the “initial screening search terms.” Just to make sure both sides are clear, please confirm in writing that, for every custodian UMG has agreed to (or later agrees to) designate as a custodian, UMG is forensically collecting and reviewing the custodian’s mobile phone(s).

### **Timing of Discovery Responses**

Thank you for agreeing to give Plaintiff an additional 21 days to respond to UMG’s First Set of Requests for Production, which is comprised of 138 requests. We do not understand why UMG is insisting that this extension be conditioned on Plaintiff agreeing to a reciprocal extension to UMG to answer Plaintiff’s two Rule 33.3(a) Interrogatories or why UMG requires 21 additional days to answer those two requests, but Plaintiff nonetheless agrees to do so. Per our agreement, Plaintiff’s response to UMG’s First Set of RFPs and UMG’s response to Plaintiff’s Rule 33.3(a) Interrogatories are due June 23, 2025.

Sincerely,

/s/ Brady M. Sullivan

Brady M. Sullivan  
Willkie Farr & Gallagher LLP  
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New York, NY  
(212) 728-8949  
bsullivan@willkie.com

# EXHIBIT 5

**From:** Houghton-Larsen, M Annie  
**Sent:** Friday, May 30, 2025 6:06 PM  
**To:** Crowell, Nicholas P.; 'Everson, Katelin'; Ransom, Rollin  
**Cc:** Gottlieb, Michael; Sullivan, Brady M.  
**Subject:** Drake v. UMG - May 28 Meet and Confer re Custodians

Counsel,

Thank you again for the productive meet and confer Wednesday May 28 regarding the collection and production of documents from six custodians (Grainge, Janick, Lee, M. Lipman, A. Lipman, and Muir). The below is not intended to be a complete recitation of our meet and confer, but rather is intended to summarize what Plaintiff understands to be the current status of our negotiation of each of six custodians. If you believe we have inaccurately stated UMG's position, please promptly advise and specify what you believe is not accurate. Plaintiff reserves all rights.

- **Lucian Grainge:** It is still not clear to us on what basis UMG is objecting to Sir Grainge as a custodian. You did not represent that Sir Grainge does not have responsive documents. We asked you to identify the UMG-designated custodians that you believe Sir Grainge is "cumulative" or "duplicative" of, and you did not have that information available. We reiterated, as an example of Sir Grainge's relevance, that we understood Sir Grainge was the ultimate decisionmaker with respect to publishing and continuing to publish and promote content that was likely to result in legal liability for UMG. We also stated that any involvement or non-involvement of the Board would be relevant, including to actual malice. You said that you would discuss with your client and get back to us.
- **John Janick:** We understand that UMG's only objection to Mr. Janick as a custodian is that his documents would be duplicative of Steve Berman and Gary Kelly. We asked whether Mr. Berman and Mr. Kelly reported directly to Mr. Janick or whether there are any employees in between them in the organizational structure. You agreed to confirm the reporting structure with your client. We also asked whether you had an understanding of who at Interscope was the ultimate decisionmaker for the issues relevant to this litigation. You agreed to speak to your client to confirm.
- **Annie Lee:** We understand UMG's objection to Ms. Lee as a custodian is that you understand she had no "direct" involvement in the issues relevant to this litigation and her documents would be cumulative of documents from Mr. Kelly and the repository of centralized financial records from which you are collecting responsive financial information. We asked that you confirm who Ms. Lee reports to and whether Mr. Kelly reports to Ms. Lee directly. You agreed to go back to your client and confirm. We further asked you to provide an explanation of the differences in Mr. Kelly and Ms. Lee's roles such that we could understand how their documents might be duplicative. You agreed to go back to your client and confirm.
- **Monte and Avery Lipman:** We understand your only objection to Monte and Avery Lipman as custodians is that their documents would be duplicative of those of Jim Roppo. We asked you to confirm whether Jim Roppo reports directly to Monte or Avery Lipman or whether there are any employees between them in the organizational structure. You agreed to go back to your client and confirm. We also asked whether it was your understanding that Mr. Roppo had any role in discussing, opposing, consenting to, etc., Interscope's ongoing publication and promotion of content that we allege defamed a top Republic artist, as that would seem to be outside Mr. Roppo's job (and within Monte and Avery Lipman's). You agreed to go back to your client and confirm.
- **Boyd Muir:** We understand that your sole objection to Boyd Muir is relevance. We asked whether Ms. Lee reports to Mr. Muir. You agreed to go back to your client and confirm.

You also stated that your objections are not based on any collection of these custodians' documents or running any search terms comparing the hits of the below six custodians to the eight you have agreed to collect and produce.

We look forward to receiving the agreed-upon information.

Thank you,  
Annie

**M. Annie Houghton-Larsen**  
**Willkie Farr & Gallagher LLP**  
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Pronouns: she, her, hers



# EXHIBIT 6

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

AUBREY DRAKE GRAHAM,

Plaintiff,

V.

UMG RECORDINGS, INC.,

Defendant.

Civil Action No. 1:25-cv-399-JAV

**PLAINTIFF'S SECOND SET OF REQUESTS FOR PRODUCTION  
TO DEFENDANT UMG RECORDINGS, INC.**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Plaintiff Aubrey Drake Graham (“Drake” or “Plaintiff”) hereby requests that Defendant UMG Recordings, Inc. (“UMG” or “You”) produce all documents, electronically stored information, and tangible things in Your possession, custody, or control that are responsive to these Requests for Production of Documents (the “Requests”). Each individual Request shall be read and interpreted in accordance with the definitions and instructions set forth below.

## GENERAL DEFINITIONS

Plaintiff incorporates by reference all instructions, definitions, and rules contained in the Federal Rules of Civil Procedure (“FRCP”) and Local Rules of the United States District Court for the Southern District of New York and, for purposes of these Requests, the following definitions shall apply:

1. Unless words or terms have been given a specific definition herein, each word or term used herein shall be given its usual and customary dictionary definition.

2. The terms defined herein should be construed broadly to the fullest extent of their meaning in a good faith effort to comply with the FRCP.

3. “And” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Requests all information that might otherwise be construed to be outside of their scope.

4. “You,” “Your,” or “Yours” refers to UMG Recordings, Inc. (“UMG”) and includes any persons or entities acting for UMG or on UMG’s behalf, including but not limited to all representatives, servants, agents, employees, officers, affiliates, contractors, subsidiaries, parent companies, and third parties, as well as any entities over which UMG has control, including but not limited to Interscope Records (“Interscope”), Republic Records (“Republic”), and Universal Music Publishing Group (“UMPG”).

5. “Communication” or “Communications” means, in addition to its customary and usual meaning, every contact of any nature, whether documentary, electronic, written or oral, formal or informal, at any time or place, and under any circumstances whatsoever, whereby information of any nature is transmitted or transferred by any means, including but not limited to letters, memoranda, reports, emails, text messages, instant messages, social media, telegrams, invoices, telephone conversations, voicemail messages, audio recordings, face-to-face meetings and conversations, or any other form of communication, and any Document relating to such contact, including but not limited to correspondence, memoranda, notes or logs of telephone conversations, e-mail, electronic chats, text messages on any platform, instant messages, direct or private messages, correspondence in “meet ups” or chat rooms, and all other correspondence on Social Media. Without limiting the foregoing in any manner, commenting as well as any act of expression that is not directed at a specific person, or otherwise may not be intended to provoke a

response (such as a Social Media posting, “likes,” “shares,” or any other form of reacting to another’s use of Social Media), are forms of communication.

6. “Document” or “Documents” is used herein in the broadest sense of the term and means all records and tangible or electronic media of expression, including (i) papers of all kinds, including but not limited to originals and copies, however made, of letters, memoranda, handwritten notes, notebooks, work-pads, messages, agreements, rough drafts, drawings, sketches, pictures, posters, pamphlets, publications, news articles, advertisements, sales literature, brochures, announcements, bills, receipts, bank checks, credit card statements, and (ii) non-paper information of all kinds, including but not limited to any electronically stored information and computer generated or electronic data such as digital videos, digital photographs, audio recordings, podcasts, Internet files (including “bookmarks” and browser history), word documents, notes taken electronically, online articles and publications, website content, electronic mail (e-mail), electronic chats, instant messages, text messages, uploads, posts, status updates, comments, “likes,” “shares,” direct messages, all Social Media activity, or any other use of ephemeral communications services or Social Media, and (iii) any other writings, records, or tangible objects produced or reproduced in any way. Without limiting the foregoing in any way, every Communication is also a Document.

7. “Relating to” means “concerning,” “referring to,” “describing,” “evidencing,” or “constituting.”

8. “Social Media” means any forum, website, application, or other platform on which persons can create, transmit, share, communicate, or comment upon any information, ideas, or opinions, or otherwise engage in social networking, including but not limited to: X (formerly known as Twitter), Rumble, Gab, MeWe, Periscope, Facebook, Discord, Reddit, Imgur, SnapChat, Instagram, Google+, 4chan, 8chan, Tumblr, YouTube, LinkedIn, Flickr, Reddit, Quora, Disqus,

Slack, Whisper, Yik Yak, Medium, WordPress, WeChat, and instant messaging services such as Signal, WhatsApp, Facebook Messenger, Hangouts, Skype, Line, KakaoTalk, Telegram, and CyberDust. Without limiting the foregoing in any manner, and by way of example only, the following are Social Media activity: uploading, posting, commenting, reacting (e.g., “liking” a post), sharing, and communicating on comment sections of Social Media.

### **SPECIFIC DEFINITIONS**

1. “Allegations” refers to any allegation, statement, suggestion, insinuation, or rumor, whether contained in the Recording, Image, Video, or otherwise, and whether presented as fact, opinion, hyperbole, or otherwise, that: Plaintiff is a convicted pedophile; Plaintiff has been charged with a sex crime; Plaintiff engages in pedophilia or sexual acts with minors; Plaintiff traffics children; Plaintiff is or should be registered as a sex offender; Plaintiff harbors convicted sex offenders at his Toronto residence; Plaintiff associates with certified pedophiles and individual(s) who should be registered as a sex offenders; or that Kendrick Lamar Duckworth has information about any of the aforementioned allegations.

2. “Artificial Streaming” refers to methods of inflating and manipulating stream counts on music platforms, including, but not limited to, through Bots, click farms, fraudulent playlists, multiple accounts, and streaming rings.

3. “Bots” refers to software programs designed to mimic human behavior to appear to be real Social Media and streaming accounts.

4. “Complaint” means the amended complaint filed in the above-referenced action on April 16, 2025 (ECF No. 41).

5. “Complex Networks” refers to the American media and entertainment company for youth culture owned by NTWRK. Complex Networks refers to and includes any persons or

entities acting for Complex Networks or on Complex Networks' behalf, including but not limited to all representatives, servants, agents, employees, officers, affiliates, contractors, subsidiaries, parent companies, and third parties, as well as any entities over which Complex Networks has control, including but not limited to Complex.

6. "iHeartMedia Inc." refers to the American mass media corporation and owner of iHeartRadio, a freemium broadcast, podcast, radio-streaming, and music-streaming platform.

7. "Image" refers to the accompanying cover image to the Recording, which depicts Plaintiff's home in Toronto, Canada, and was first published on May 4, 2024.

8. "Independent Promoters" mean any person or entity, not employed by UMG, who assists or facilitates the provision of funds, services, or items of value to a radio station for purposes of the radio station playing certain Musical Works.

9. "Litigation" refers to the above-captioned matter, *Aubrey Drake Graham v. UMG Recordings, Inc.*, No. 1:25-cv-399-JAV.

10. "Meta" refers to Meta Platforms, Inc., an American multinational technology company and the operator of Facebook, Instagram, Threats, Messenger, and WhatsApp.

11. "Musical Works" mean any sound recordings of a musical composition, along with any accompanying lyrics, to which a copyright owner has the rights to make and distribute copies, publicly perform or display, make derivative works, and license for use by third parties.

12. "Music Videos" mean any video recording of a Musical Work with additional images, audio, and video accompanying the original Musical Work, and published, licensed, and promoted separately from the original Musical Work by the recorded artist, the recorded artists' label, or other affiliated entities with a contractual or licensed right to publish an official Music Video of the Musical Work.

13. “Payola” refers to the practice of paying for radio plays or other promotion without disclosure, as prohibited by the Communications Act of 1934 (see 47 U.S.C. §§ 317, 508).

14. “Penske Media Corporation” refers to and includes any persons or entities acting for Penske Media Corporation or on Penske Media Corporation’s behalf, including but not limited to all representatives, servants, agents, employees, officers, affiliates, contractors, subsidiaries, parent companies, and third parties, as well as any entities over which Penske Media Corporation has control, including but not limited to Variety, Billboard, Rolling Stone, Deadline Hollywood, and The Hollywood Reporter.

15. “Pre-Action Discovery Petitions” refers to Plaintiff’s two pre-litigation actions against You in State court in New York and Texas to investigate allegations that You engaged in a deliberate and inappropriate strategy of paying third parties to artificially inflate the Recording’s metrics, a practice known as “payola” and which is prohibited by the Communications Act of 1934 as well as other causes of action. *See* Verified Petition, *In the Matter of the Application of, FROZEN MOMENTS, LLC et al.*, Docket No. 161023/2024 (N.Y. Sup. Ct. Nov. 25, 2024); Verified Petition for Rule 202 Depositions, *In Re: Aubrey Drake Graham*, Docket No. 2024-CI-26782 (Tex. Dist. Ct. Nov. 25, 2024).

16. “Rap Feud” refers to the “Lamar Rap Feud” as defined in Your First Requests for Production to Mr. Graham served on May 2, 2025.

17. “Recording” refers to the vocal performance of the recording artist Kendrick Lamar Duckworth, professionally known as “Kendrick Lamar,” and embodying the musical composition co-written by Kendrick Lamar, titled “Not Like Us,” which was first published on May 4, 2024.

18. “Recording Catalog” refers to the collection of an artist’s existing Musical Works, including, but not limited to, an artists’ prior albums, singles, and soundtrack contributions.

19. “Royalties” refers to payments made to rights holders, including songwriters, artists, and publishers, for the use of their Musical Works.

20. “Streamshare” is a royalty distribution method used by streaming platforms whereby a percentage of a platform’s revenue is allocated to artists and/or labels based on their share or proportion of total streams in a specific market.

21. “Super Bowl LIX Halftime Show” refers to the Apple Music Super Bowl LIX Halftime Show on February 9, 2025.

22. “TikTok” refers to the social media and short-form online video platform owned by the Chinese company ByteDance.

23. “UMPG” refers to Your music publishing and distribution arm Universal Music Publishing Group, and includes all publishing companies over which UMPG has control, including, but not limited to, Universal Music Corp., Songs of Universal, Inc., Universal Music – MGB NA LLC, Polygram Publishing, Inc., and Universal Music – Z Tunes LLC.

24. “Vevo LLC” refers to the privately held American multinational music video-hosting service and distributor, in partnership with You and other record labels and artists.

25. “Video” refers to the music video for the Recording, which was first published on July 4, 2024.

26. “Whitelisting” refers to permitting Social Media users or platforms to use or republish copyrighted content without charging fees or imposing other limitations, including, but not limited to, suspending automated content identification systems to block the unauthorized use of copyrighted material by such users and platforms.



27. “YouTube” refers to an American social media and online video sharing platform, owned by Google LLC, and its related services, including, but not limited to, its music streaming service YouTube Music.

### **INSTRUCTIONS**

Plaintiff incorporates by reference all instructions, definitions, and rules contained in the FRCP and Local Rules of the United States District Court for the Southern District of New York and, for purposes of these Requests, the following instructions shall apply:

1. Unless otherwise specified, the relevant time period for the Requests is March 26, 2024 through the date of these Requests.

2. Your responses to the following Requests shall be based on all knowledge and information (whether or not hearsay or admissible) in Your possession, custody, or control.

3. Produce all responsive documents in Your possession, custody, or control, regardless of whether such documents are possessed directly by You or persons under Your control, including Your agents, employees, representatives, or attorneys, or their agents, employees, or representatives.

4. If no responsive documents exist for any particular Request, specifically state that no responsive documents exist.

5. If any responsive document was, but is no longer, in Your possession, custody, or control, state the date and manner of its disposition, and identify its last known custodian and/or location. To the extent that any responsive document was lost or destroyed, produce any document that supports Your assertion that the document was lost or destroyed, provide the date when each such document was lost or destroyed, and the name, role, and title of the individual who authorized or requested the destruction of the document.

6. These Requests are continuing in nature. If, after making initial responses, You obtain or become aware of any further Documents responsive to the Requests, You must supplement Your responses and provide such Documents.

7. If You object to production in response to a specific Request, You shall state with particularity the basis for all objections with respect to such Request. You shall respond to any and all portions of any Request that do not fall within the scope of Your objection.

8. If, in responding to any of the following Requests, You encounter any ambiguity or confusion in construing either a Request or a Definition or Instruction relevant to a Request, set forth the matter deemed ambiguous, select a reasonable interpretation that you believe resolves the ambiguity, respond to the Request using that interpretation, and explain with particularity the construction or interpretation selected by You in responding to the Request.

9. Whether or not You object to a particular Request, You must preserve all documents and communications relevant to the above-captioned matter, including all documents and communications responsive to these Requests.

10. Produce each responsive document in its entirety including with all attachments or other matters affixed thereto. Documents attached to each other should not be separated.

11. All documents shall be produced in electronic form and shall include related metadata. Produce documents in TIFF or native format (i.e., Word documents as .DOC or .DOCX files, Outlook emails as .PST files, Excel spreadsheets as .XLS or .XLSX files, Adobe PDF documents as .PDF files). For all forms of electronically stored information, ensure that the electronically stored information is provided in an unencrypted form and free of password protection.

12. Any alteration of a responsive document, including any marginal notes,

handwritten notes, underlining, date stamps, received stamps, endorsed or filed stamps, drafts, revisions, modifications, and other versions of a document, is a responsive document in its own right and must be produced.

13. In instances where two or more exact duplicates of any document exist, the most legible copy shall be produced.

14. If You have withheld from production responsive documents or tangible things on the basis that you assert a claim of privilege as to that document or thing, You shall prepare a list of withheld documents and things that lists the following information for each such document or thing, or part thereof, withheld on such a basis:

- a. the type of document, e.g., letter or memorandum;
- b. the general subject matter of the document;
- c. the date of the document;
- d. such other information as is sufficient to identify the document, including, where appropriate, the author of the document, the addressee of the document, and any other recipients shown in the document;
- e. the nature and basis for the claim of privilege; and
- f. sufficient additional information about the document as is necessary to justify

Your claim of privilege.

### **DOCUMENTS TO BE PRODUCED**

#### **DOCUMENT REQUEST NO. 19:**

All Documents and Communications from January 1, 2009 through the present relating to the Allegations.

**DOCUMENT REQUEST NO. 20:**

All materials provided to the Board of Directors of UMG or Universal Music Group, N.V that discuss or mention in any way the Recording, Video, Image, Allegations, the Pre-Action Discovery Petitions, or the Complaint (or any of the allegations contained in the Complaint). This Request includes, but is not limited to, meeting minutes, board “books” or similar compilations, presentations, reports, or any other materials or documents provided the Board of Directors of UMG or Universal Music Group, N.V (or committees thereof) or members thereof.

**DOCUMENT REQUEST NO. 21:**

All Documents and Communications relating to any Social Media posts about Plaintiff, Kendrick Lamar Duckworth, the Allegations, the Pre-Action Discovery Petitions, the Complaint (or any allegations contained in the Complaint), the Recording, the Video, the Image, the 2025 Grammy Awards, and/or the Super Bowl LIX Halftime Show.

**DOCUMENT REQUEST NO. 22:**

Documents sufficient to show all Social Media accounts You control that posted or shared content relating to Plaintiff, Kendrick Lamar Duckworth, the Allegations, the Pre-Action Discovery Petitions, the Complaint (or any allegations contained in the Complaint), the Recording, the Video, the Image, the 2025 Grammy Awards, and/or the Super Bowl LIX Halftime Show.

**DOCUMENT REQUEST NO. 23:**

All Documents and Communications relating to any analyses You conducted or commissioned of Social Media engagement or discussion related to Plaintiff, Kendrick Lamar Duckworth, the Allegations, the Pre-Action Discovery Petitions, the Complaint (or any

allegations contained in the Complaint), the Recording, the Video, the Image, the 2025 Grammy Awards, and/or the Super Bowl LIX Halftime Show.

**DOCUMENT REQUEST NO. 24:**

All Documents and Communications relating to the deletion or removal of Your Social Media posts and/or comments about Plaintiff, Kendrick Lamar Duckworth, the Allegations, the Pre-Action Discovery Petitions, the Complaint (or any allegations contained in the Complaint), the Recording, the Video, the Image, the 2025 Grammy Awards, and/or the Super Bowl LIX Halftime Show.

**DOCUMENT REQUEST NO. 25:**

All Documents and Communications relating to the deletion or removal of Social Media posts and/or comments by Your employees about Plaintiff, Kendrick Lamar Duckworth, the Allegations, the Pre-Action Discovery Petitions, the Complaint (or any allegations contained in the Complaint), the Recording, the Video, the Image, the 2025 Grammy Awards, and/or the Super Bowl LIX Halftime Show.

**DOCUMENT REQUEST NO. 26:**

All Documents and Communications relating to Social Media posts and/or comments by Greg Marella, including but not limited to the deletion of all posts on his Instagram profile (@gregmarella) on or around March 25, 2025.

**DOCUMENT REQUEST NO. 27:**

Documents sufficient to show Your internal policies and procedures relating to removing, reporting, taking down, or limiting comments on Your Social Media and YouTube accounts.

**DOCUMENT REQUEST NO. 28:**

All Documents and Communications relating to any removals, reports, or limits on users' comments on Your Social Media and YouTube accounts that relate to Plaintiff, Kendrick Lamar Duckworth, the Allegations, the Pre-Action Discovery Petitions, the Complaint (or any allegations contained in the Complaint), the Recording, the Video, the Image, the 2025 Grammy Awards, and/or the Super Bowl LIX Halftime Show.

**DOCUMENT REQUEST NO. 29:**

All Documents and Communications from January 1, 2020 through the present relating to any:

- a) instruction, direction, or suggestion that any Musical Work or Music Video over which You have contractual rights or control of any kind be censored or otherwise modified/alterd based on the content of the Musical Work or Music Video; or
- b) decision to not license, publish, or promote any Musical Work or Music Video over which You have contractual rights or control of any kind on the basis of the content of the Musical Work or Music Video.

**DOCUMENT REQUEST NO. 30:**

For the time period of January 1, 2018 to May 31, 2018, all Documents and Communications relating to any:

- a) instruction, direction, or suggestion that any Musical Work or Music Video by "Pusha T," including but not limited to "The Story of Adidon," be censored or otherwise modified/alterd based on the content of the Musical Work or Music Video; or

- b) decision to not license, publish, or promote any Musical Work or Music Video by “Pusha T,” including but not limited to “The Story of Adidon,” on the basis of the content of the Musical Work or Music Video.

**DOCUMENT REQUEST NO. 31:**

Documents sufficient to show Interscope’s monthly revenues and profits from January 1, 2020 through the present.

**DOCUMENT REQUEST NO. 32:**

Documents sufficient to show Your and Interscope’s monthly revenues and profits derived in any way from the Recording and Video.

**DOCUMENT REQUEST NO. 33:**

Documents sufficient to show the value of Kendrick Lamar Duckworth’s Recording Catalog from January 1, 2020 to present, including but not limited to any valuations thereof (formal or informal) that you conducted, commissioned, or considered.

**DOCUMENT REQUEST NO. 34:**

All Documents and Communications internal to UMG relating to the renegotiation or anticipated renegotiation of Drake’s current contract with UMG and/or negotiation of a new contract, including, but not limited to Documents and Communications discussing UMG’s leverage over Drake, the value of Drake’s Recording Catalog, the costs of extending Drake’s current contract, the costs of entering into a new contract with Drake, and Documents and Communications with Jim Roppo, for the time period of August 1, 2023 to the present.

**DOCUMENT REQUEST NO. 35:**

All Documents and Communications relating to the negotiations of Kendrick Lamar Duckworth’s current contract with UMG, including, but not limited to, Documents and

Communications by, from, to, or including Steve Berman, for the time period of January 1, 2023 to May 4, 2024.

**DOCUMENT REQUEST NO. 36:**

All Documents and Communications relating to the Recording, Image, or Video.

**DOCUMENT REQUEST NO. 37:**

All Documents and Communications You receive from any third parties or nonparties in connection with or relating to the Pre-Action Discovery Petitions or this Litigation, whether by subpoena or otherwise.

**DOCUMENT REQUEST NO. 38:**

All Documents and Communications with Spotify USA Inc., Twitch Interactive, Inc., Amazon.com Services LLC, Apple Inc., Aymen “Anthony” Saleh, David Isaac Friley, Gary Marella, Joshua Delseni a/k/a Josh Kaplan, Kojo Menne Asamoah, or Anthony “Tony” Bucher, or any counsel representing them, relating to the Recording, Image, Video, Allegations, the Pre-Action Discovery Petitions, or Litigation.

**DOCUMENT REQUEST NO. 39:**

All Documents and Communications with Complex Networks relating to the Recording, Image, Video, Allegations, the Pre-Action Discovery Petitions, or Litigation.

**DOCUMENT REQUEST NO. 40:**

All Documents and Communications with Vevo LLC relating to the Recording, Image, Video, Allegations, the Pre-Action Discovery Petitions, or Litigation.

**DOCUMENT REQUEST NO. 41:**

All Documents and Communications with Penske Media Corporation relating to the Recording, Image, Video, Allegations, the Pre-Action Discovery Petitions, or Litigation.



**DOCUMENT REQUEST NO. 42:**

All Documents and Communications with iHeartMedia Inc. relating to the Recording, Image, Video, Allegations, the Pre-Action Discovery Petitions, or Litigation.

**DOCUMENT REQUEST NO. 43:**

All Documents and Communications with UMPG relating to the Recording, Image, Video, Allegations, the Pre-Action Discovery Petitions, or Litigation.

**DOCUMENT REQUEST NO. 44:**

All Documents and Communications with YouTube, whether directly or indirectly, relating to the Recording, Image, Video, Allegations, the Pre-Action Discovery Petitions, or Litigation.

**DOCUMENT REQUEST NO. 45:**

All Documents and Communications with Meta, whether directly or indirectly, relating to the Recording, Image, Video, Allegations, the Pre-Action Discovery Petitions, or Litigation.

**DOCUMENT REQUEST NO. 46:**

All Documents and Communications with the NFR Podcast and/or its hosts Luca Guerini and Anthony D'Aliesio, its employees, and its agents, whether directly or indirectly, relating to the Recording, Image, Video, Allegations, the Pre-Action Discovery Petitions, or Litigation.

**DOCUMENT REQUEST NO. 47:**

Documents and Communications sufficient to show all licenses (including, but not limited to, commercial and synchronization licenses) granted of the Recording, Image, Video, and/or the musical composition contained in the Recording and Video, to whom the licenses were granted, and the value of the licenses granted. This Request includes but is not limited licenses granted to/in connection with: Meta; TikTok; the July 11, 2024 ESPY Awards; the July 19, 2024 “Pop

Out” concert in Inglewood, California, and streaming thereof; the July 20, 2024 Kamala Harris presidential rally in Atlanta, Georgia; and the August 2024 Democratic National Convention in Chicago, Illinois.

**DOCUMENT REQUEST NO. 48:**

All Documents and Communications relating to “The Heart Part 6” by Drake.

**DOCUMENT REQUEST NO. 49:**

For January 1, 2009 through the present, all Documents and Communications relating to Drake’s criminal history or lack thereof, including any background investigations, due diligence, inquiries, checks, or reports related to criminal records.

**DOCUMENT REQUEST NO. 50:**

From January 1, 2014 to the present, all Documents and Communications relating to allegations of domestic violence, violence against women, and/or other forms of violence committed by Kendrick Lamar Duckworth.

**DOCUMENT REQUEST NO. 51:**

From January 1, 2019 to the present, all Documents and Communications relating to David Isaac Friley (a/k/a Dave Free) and his relationship with Kendrick Lamar Duckworth and Kendrick Lamar Duckworth’s children.

**DOCUMENT REQUEST NO. 52:**

All Documents and Communications relating to the “Rap Feud” from August 1, 2023 to the present.

**DOCUMENT REQUEST NO. 53:**

All Documents and Communications relating to the vandalism that occurred at Drake's OVO clothing store in London, United Kingdom, on May 7, 2024, as alleged at ¶ 97 of the Complaint.

**DOCUMENT REQUEST NO. 54:**

All Documents and Communications with Independent Promoters relating to the Recording or Video.

**DOCUMENT REQUEST NO. 55:**

All Documents and Communications relating to Independent Promoters hired, engaged, or retained by You to promote the Recording or Video.

**DOCUMENT REQUEST NO. 56:**

Not limited by date range, the settlement agreement between You and the New York Attorney General referenced in paragraphs of the Complaint, including but not limited to the settlement agreement and any schedules, exhibits, amendments, or modifications thereto.

**DOCUMENT REQUEST NO. 57:**

Not limited by date range, all Documents and Communications relating to violations or suspected violations of Your agreement with the New York Attorney General by You or by any Independent Promoter.

**DOCUMENT REQUEST NO. 58:**

All versions of the Independent Radio Promotion Agreement since 2020, as referenced in Your Radio and Television Promotion Policies and Procedures.

**DOCUMENT REQUEST NO. 59:**

From January 1, 2023 to the present, all executed Independent Radio Promotion Agreements relating to the Recording of Kendrick Lamar Duckworth.

**DOCUMENT REQUEST NO. 60:**

From January 1, 2006 to the present, all Documents and Communications relating to violations or suspected violations of Your Radio and Television Promotion Policies and Procedures.

**DOCUMENT REQUEST NO. 61:**

Documents sufficient to show all expenditures made by You in connection with the playing or promotion of the Recording on the radio, including such documents available in the database or databases referenced in Your Radio and Television Promotion Policies and Procedures.

**DOCUMENT REQUEST NO. 62:**

From August 1, 2023 through the present, all Documents and Communications relating to Whitelisting on third-party platforms, including, but not limited to, YouTube and Twitch, for any Musical Works or Music Videos, including, but not limited to, “First Person Shooter,” Like That,” “Push Ups,” “Euphoria,” “Family Matters,” and “Meet the Grahams.”

**DOCUMENT REQUEST NO. 63:**

All Documents and Communications relating to any analyses, measurements, experiments, or the like You undertook or received which assess the impact of Whitelisting the Recording on YouTube and Twitch, including, but not limited to, any reports, data, or reviews of the number of videos that used the Recording during the time period during which it was Whitelisted, public engagement with such videos, and sentiment analysis.

**DOCUMENT REQUEST NO. 64:**

Documents and Communications from January 1, 2024 to January 1, 2025 sufficient to show the standard licensing rates between You and Spotify.

**DOCUMENT REQUEST NO. 65:**

Documents and Communications sufficient to show the licensing rates with Spotify for the Recording.

**DOCUMENT REQUEST NO. 66:**

All Documents and Communications relating to the receipt of Royalties for the Recording from Spotify, including, but not limited to, documents reflecting the monthly Streamshare of the Recording.

**DOCUMENT REQUEST NO. 67:**

All Documents and Communications relating to the use of Bots, Artificial Streaming, or similar methods in connection with the Recording, Image, or Video on any platform, including but not limited to Spotify, YouTube and TikTok.

**DOCUMENT REQUEST NO. 68:**

All Documents reflecting the performance, engagement, or streaming metrics and individual post analytics of all publications of the Recording or Video by accounts under Your control on YouTube, including such metrics and analytics available on account and/or channel dashboards.

**DOCUMENT REQUEST NO. 69:**

Documents sufficient to show the specific playlists the Recording was added to and removed from on Spotify, Apple Music, Amazon Music, and YouTube Music from May 4, 2024 to the present, including the date and time it was added and/or removed.

**DOCUMENT REQUEST NO. 70:**

All Documents reflecting the performance, engagement, or streaming metrics and individual song analytics (including, but not limited to, the number of streams, unique monthly listens, and unique monthly listeners) of the Recording on Spotify, including such metrics and analytics reflected in monthly usage reports and available on Spotify for Artists or on other user dashboards.

**DOCUMENT REQUEST NO. 71:**

Documents sufficient to show, by the hour, the number of streams or plays, completion rate (rate of users who finish playing the Recording), skip rate (rate of users who skip the Recording once it begins to play), and average duration of play (length of time users play the Recording) of the Recording on Spotify, Apple Music, Amazon Music, and YouTube Music from May 4, 2024 to the present, as defined and measured by the respective platform.

**DOCUMENT REQUEST NO. 72:**

Documents sufficient to show, by the hour, the number of likes, saves, or follows of the Recording on Spotify, Apple Music, Amazon Music, and YouTube Music from May 4, 2024 to the present.

**DOCUMENT REQUEST NO. 73:**

Documents sufficient to show, by the hour, the demographics of listeners, including such listeners' ages, genders, countries, and cities, and the source of listeners (such as the listeners' queue, personalized editorial playlists, other playlists, search, or charts), who played or streamed the Recording on Spotify, Apple Music, Amazon Music, and YouTube Music.

**DOCUMENT REQUEST NO. 74:**

All Documents and Communications reviewed, consulted, retrieved, or otherwise relied on by You in answering, responding to, or objecting to these Requests and any previous or subsequent document requests, interrogatories, or requests for admission served by Drake in this litigation.

**DOCUMENT REQUEST NO. 75:**

All Documents and Communications with Kendrick Lamar Duckworth, his agents, or anyone working on his behalf relating to the meaning or intent of the Recording, Image, or Video, or any portion(s) thereof, including, but not limited to the following: “Say, Drake, I hear you like ‘em young;” “You better not ever go to cell block one;” “Just make sure you hide your lil’ sister from him;” “Certified Lover Boy? Certified pedophiles;” “Tryna strike a chord and its probably A minor;” “Shape the stories how you want, hey, Drake, they’re not slow;” “Rabbit hole is still deep, I can go further, I promise;” “And your homeboy need a subpoena, that predatory move in flocks;” “That name gotta be registered and placed on neighborhood watch;” the image of Kendrick Lamar Duckworth playing hopscotch; the image of a caged owl; and the image of shipping containers.

Dated: June 3, 2025

By: /s/ Michael J. Gottlieb  
Michael J. Gottlieb  
Meryl C. Goverski (admitted *pro hac vice*)  
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*Counsel for Plaintiff Aubrey Drake Graham*



# EXHIBIT 7

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**From:** Houghton-Larsen, M Annie  
**Sent:** Friday, June 6, 2025 5:02 PM  
**To:** Crowell, Nicholas P.; Ransom, Rollin; 'Everson, Katelin'  
**Cc:** Gottlieb, Michael; Sullivan, Brady M.  
**Subject:** Drake v. UMG - Follow Up from June 5 M&C

Counsel,

Thank you for the meet and confer yesterday. As promised, getting back to you on two items.

Plaintiff will reserve rights as to the designation of Avery Lipman as a custodian.

Regarding using the search term "GNX" to search documents for Request Number 3, reserving all rights, we agree with your suggestion that an appropriate compromise at this time is to run the following: GNX w/25 ("Not Like Us" OR "NLU").

Thank you,  
Annie

**M.Annie Houghton-Larsen**  
**Willkie Farr & Gallagher LLP**  
787 Seventh Avenue | New York, NY 10019-6099  
Direct: [+1 212 728 8164](tel:+12127288164) | Fax: +1 212 728 9164  
[mhoughton-larsen@willkie.com](mailto:mhoughton-larsen@willkie.com) | [vCard](#) | [www.willkie.com bio](http://www.willkie.com/bio)  
Pronouns: she, her, hers

# EXHIBIT 8

# WILLKIE FARR & GALLAGHER<sub>LLP</sub>

787 Seventh Avenue  
New York, NY 10019-6099

Tel: 212 728 8000  
Fax: 212 728 8111

July 3, 2025

## VIA ELECTRONIC MAIL

Nicholas P. Crowell  
Katelin Everson  
Sidley Austin LLP  
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(212) 839-5449  
Ncrowell@sidley.com  
Keverson@sidley.com

**Re: *Graham v. UMG Recordings, Inc.*, No. 1:25-cv-00399-JAV (S.D.N.Y.)**

Counsel,

We write regarding a number of issues with respect to UMG's document collection and production.

**Lucian Grainge:** Plaintiff renews his request that UMG collect, review, and produce Lucian Grainge's custodial documents.<sup>1</sup>

UMG has now made clear that it intends to argue that Plaintiff must prove that particular individuals at UMG acted with actual malice. *See* MTD at 19 ("Because UMG is a corporation, Drake must also plead 'specific allegations that individuals at [UMG] acted with actual malice' at the time that they 'participated in the publication of the statement in question.'") (citation omitted). The Amended Complaint ("AC") pleads that Lucian Grainge was one such individual.

Specifically, the AC alleges that Sir Grainge was "involved in the initial publication of the Recording, Image," ¶ 69, and Video, ¶ 112. The AC alleges that UMG has always known that Drake is not a pedophile and had no history of sexual abuse allegations and that UMG's substantial investment in Drake as one of its flagship artists evidences as much. ¶¶ 120–24. The AC connects these allegations directly to Sir Grainge, alleging that, in 2022, he praised Drake's contract extension by calling him one of the "biggest artists of today" and expressing that "UMG couldn't be more excited about what lies ahead" for its relationship with Drake. ¶ 51. The AC also alleges that Sir Grainge is the author who introduces the UMG Code of Conduct, which states that UMG does not tolerate "human rights abuses such as . . .

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<sup>1</sup> Plaintiff previously stated that he reserved rights with respect to UMG's refusal to designate Lucian Grainge as a custodian.

human trafficking and unsafe or unfair work practices” and only “conducts business with partners . . . who share our commitment to protecting human rights.” At the beginning of the Code of Conduct, Sir Grainge says that UMG’s leadership should be “held accountable for the decisions we make and how we conduct ourselves.” ¶ 209. The AC alleges that Sir Grainge has personal knowledge of the massive harm created by false accusations of sexual misconduct and how such accusations can destroy someone’s reputation instantly: “a single lie can destroy a reputation of integrity and . . . while it takes years to build a reputation, it can be ruined in five minutes.” ¶¶ 20, 125, 222–23. The AC connects UMG’s incentive “to devalue Drake’s music and brand in order to gain leverage in negotiations for an extension” of his contract (¶ 52) with Sir Grainge, alleging that he is well known for the “encouragement of competition between UMG record labels.” ¶ 49. The AC alleges direct involvement in the Grammy publication by Sir Grainge, who was present for the event and captured on video celebrating the Recording winning the Grammy for Record of the Year. ¶ 164. The AC also alleges in detail the legal demands sent by Plaintiff to senior ranking UMG officials in July and August of 2024. ¶¶ 203–215. There is no doubt that Sir Grainge was made aware of these detailed denials from Drake, as well as Drake’s description of the harm he had suffered as a result of the false allegations. We also have reason to believe that Sir Grainge was personally involved in decisions made regarding the marketing and promotion of the Recording around the release of the Recording. These allegations and assertions are more than sufficient to justify designating Sir Grainge as a document custodian.

UMG’s justifications for refusing to collect, review, and produce Sir Grainge’s documents have been shifting and inconsistent. You originally argued that Sir Grainge was exempt from document discovery because he is an “apex” custodian. However, after we sent you case law demonstrating that courts do not apply an apex doctrine to document discovery, you stated on a subsequent meet and confer that you were no longer relying on the “apex” assertion. You also took the position that discovery from Sir Grainge would be “cumulative” or “duplicative” of John Janick and Monte Lipman, while simultaneously arguing that Sir Grainge had “no role in the matters at issue in this litigation.” See June 3, 2025 letter from Nicholas Crowell. It is unclear how both can be correct, and in any event, if it were true that Sir Grainge had “no role in the matters at issue in this litigation,” there would be little or no burden in searching his documents with relevant search terms.<sup>2</sup> The only other argument on this topic that we have heard from UMG is that UMG disputes Plaintiff’s allegations concerning Sir Grainge. But that is not grounds for denying discovery into Sir Grainge’s documents. See *N. Shore-Long Island Jewish Health Sys., Inc. v. MultiPlan, Inc.*, 325 F.R.D. 36, 48–49 (E.D.N.Y. 2018) (a defendant’s “opposition to a discovery motion is not the proper forum for raising challenges to the viability of [plaintiff’s] claims, nor are such challenges proper grounds to preclude otherwise appropriate discovery.”).

**Additional Custodians:** In its Responses and Objections to Plaintiff’s Interrogatories, UMG listed six “UMG employees” with “knowledge of payments, incentives, or any other form of consideration provided by UMG or any third party in a contractual or agency relationship with UMG, whether directly or indirectly, to encourage, induce, or cause anyone to play, feature, market, or promote the Recording,

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<sup>2</sup> As far as we are aware, you have not run any forensic searches across Sir Grainge’s email, text messages, or other custodial files to substantiate any of your claims.

Image, or Video on any medium or platform . . . .” John Kozack was among the individuals. *Id.* at 5. However, UMG has not included Mr. Kozack in its list of agreed upon document custodians. Please confirm you will do so.

Plaintiff also requests that UMG add Jason Kawejsza as a custodian. Mr. Kawajsza signed the Interscope Agreement with Kendrick Lamar, dated April 27, 2024. Accordingly, Mr. Kawajsza is very likely to have responsive (and non-privileged) information about UMG’s relationship with Kendrick Lamar, the Recording, and other relevant topics.

**Kendrick Lamar Contract:** On June 24, 2025, you produced a heavily redacted version of the Interscope Agreement with Kendrick Lamar at UMG\_000001873. The extent of your redactions—which cover the *vast majority* of the 22 page agreement—render the agreement unreadable and incomprehensible. The redactions are plainly improper, especially because the parties specifically agreed to treat these types of contracts as Attorneys’ Eyes Only under the terms of the Protective Order. *See Durling v. Papa John’s Int’l, Inc.*, No. 16-CV-03592 (CS) (JCM), 2018 WL 557915, at \*9 (S.D.N.Y. Jan. 24, 2018). Your unilateral responsiveness redactions are all the more problematic given that UMG itself has previously refused to permit Plaintiff to make responsiveness redactions, telling Plaintiff that doing so would be “highly unusual and inappropriate” and that “there is no provision in the federal or local rules for redaction of non-responsive portions of otherwise responsive documents[.]” *See* May 12, 2025 Email from K. Everson.<sup>3</sup>

Plaintiff demands that UMG produce an unredacted version of the document bearing bates number UMG\_000001873.

**Plaintiff’s Request Nos. 11, 12, 17:** In Plaintiff’s RFPs 11 and 12, Plaintiff seeks documents sufficient to show certain executive compensation information for John Janick and Interscope for the past five years. In Request 17, Plaintiff seeks documents sufficient to show the total money spent by UMG on the production of the Recording and Video. After refusing to produce any documents responsive to these requests, you agreed many weeks ago to confer with your client and get back to us. We never heard back; please let us know your position.

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<sup>3</sup> “The weight of authority in [the Second] Circuit goes against allowing a party to redact information from admittedly responsive and relevant documents ‘based on that party’s unilateral determinations of relevancy.’” *Christine Asia Co. v. Alibaba Grp. Holding Ltd.*, 327 F.R.D. 52, 54 (S.D.N.Y. 2018) (quoting *Cyris Jewels v. Casner*, 2016 WL 2962203, at \*4 (E.D.N.Y. May 20, 2016); *see also Coventry Capital US LLC v. EEA Life Settlements Inc.*, 2020 WL 7383940, at \*9 (S.D.N.Y. Dec. 16, 2020) *objections overruled*, 2021 WL 961750 (S.D.N.Y. Mar. 15, 2021).

Sincerely,

/s/ Brady M. Sullivan

Brady M. Sullivan  
Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
New York, NY  
(212) 728-8949  
bsullivan@willkie.com

# EXHIBIT 9



**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

AUBREY DRAKE GRAHAM,

Plaintiff,

V.

UMG RECORDINGS, INC.,

Defendant.

Civil Action No. 1:25-cv-399-JAV

**PLAINTIFF'S THIRD SET OF REQUESTS FOR PRODUCTION  
TO DEFENDANT UMG RECORDINGS, INC.**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure (“FRCP”), Plaintiff Aubrey Drake Graham (“Plaintiff”) hereby requests that Defendant UMG Recordings, Inc. (“UMG” or “You”) produce all documents, electronically stored information, and tangible things in Your possession, custody, or control that are responsive to these Requests for Production of Documents (the “Requests”). Each individual Request shall be read and interpreted in accordance with the definitions and instructions set forth below.

## GENERAL DEFINITIONS

Plaintiff incorporates by reference all instructions, definitions, and rules in the FRCP and Local Rules of the United States District Court for the Southern District of New York and, for purposes of these Requests, the following definitions shall apply:

1. Unless words or terms have been given a specific definition herein, each word or term used herein shall be given its usual and customary dictionary definition.
2. The terms defined herein should be construed broadly to the fullest extent of their

meaning in a good faith effort to comply with the FRCP.

3. “And” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Requests all information that might otherwise be construed to be outside of their scope.

4. “You,” “Your,” or “Yours” refers to UMG Recordings, Inc. (“UMG”) and includes any persons or entities acting for UMG or on UMG’s behalf, including but not limited to all representatives, servants, agents, employees, officers, affiliates, contractors, subsidiaries, parent companies, and third parties, as well as any entities over which UMG has control, including but not limited to Interscope Records (“Interscope”), Republic Records (“Republic”), and Universal Music Publishing Group (“UMPG”).

5. In addition to its customary and usual meaning, “Communication” or “Communications” means every contact of any nature, whether documentary, electronic, written or oral, formal or informal, at any time or place, and under any circumstances whatsoever, whereby information of any nature is transmitted or transferred by any means, including but not limited to letters, memoranda, reports, emails, text messages, instant messages, social media, telegrams, invoices, telephone conversations, voicemail messages, audio recordings, face-to-face meetings and conversations, or any other form of communication, and any Document relating to such contact, including but not limited to correspondence, memoranda, notes or logs of telephone conversations, e-mail, electronic chats, text messages on any platform, instant messages, direct or private messages, correspondence in “meet ups” or chat rooms, and all other correspondence on Social Media. Without limiting the foregoing in any manner, commenting as well as any act of expression that is not directed at a specific person, or otherwise may not be intended to provoke a response (such as a Social Media posting, “likes,” “shares,” or any other form of reacting to

another's use of Social Media), are forms of communication.

6. "Document" or "Documents" is used herein in the broadest sense of the term and means all records and tangible or electronic media of expression, including (i) papers of all kinds, including but not limited to originals and copies, however made, of letters, memoranda, handwritten notes, notebooks, work-pads, messages, agreements, rough drafts, drawings, sketches, pictures, posters, pamphlets, publications, news articles, advertisements, sales literature, brochures, announcements, bills, receipts, bank checks, credit card statements, and (ii) non-paper information of all kinds, including but not limited to any electronically stored information and computer generated or electronic data such as digital videos, digital photographs, audio recordings, podcasts, Internet files (including "bookmarks" and browser history), Word documents, notes taken electronically, online articles and publications, website content, electronic mail (e-mail), electronic chats, instant messages, text messages, uploads, posts, status updates, comments, "likes," "shares," direct messages, all Social Media activity, or any other use of ephemeral communications services or Social Media, and (iii) any other writings, records, or tangible objects produced or reproduced in any way. Without limiting the foregoing in any way, every Communication is also a Document.

7. "Relating to" means "concerning," "referring to," "describing," "evidencing," or "constituting."

8. "Social Media" means any forum, website, application, or other platform on which persons can create, transmit, share, communicate, or comment upon any information, ideas, or opinions, or otherwise engage in social networking, including but not limited to: X (formerly known as Twitter), Rumble, Gab, MeWe, Periscope, Facebook, Discord, Reddit, Imgur, Snapchat, Instagram, Google+, 4chan, 8chan, Tumblr, YouTube, LinkedIn, Flickr, Reddit, Quora, Disqus,

Slack, Whisper, Yik Yak, Medium, WordPress, WeChat, and instant messaging services such as Signal, WhatsApp, Facebook Messenger, Hangouts, Skype, Line, KakaoTalk, Telegram, and CyberDust. Without limiting the foregoing in any manner, and by way of example only, the following are Social Media activity: uploading, posting, commenting, reacting (e.g., “liking” a post), sharing, and communicating on comment sections of Social Media.

### **SPECIFIC DEFINITIONS**

1. “Recording” refers to the vocal performance of the recording artist Kendrick Lamar Duckworth, professionally known as “Kendrick Lamar,” and embodying the musical composition co-written by Kendrick Lamar, titled “Not Like Us,” which was first published on May 4, 2024.

### **INSTRUCTIONS**

Plaintiff incorporates by reference all instructions, definitions, and rules contained in the FRCP and Local Rules of the United States District Court for the Southern District of New York and, for purposes of these Requests, the following instructions shall apply:

1. Unless otherwise specified, the relevant time period for the Requests is March 26, 2024, through the date of these Requests.

2. Your responses to the following Requests shall be based on all knowledge and information (whether or not hearsay or admissible) in Your possession, custody, or control.

3. Produce all responsive documents in Your possession, custody, or control, regardless of whether such documents are possessed directly by You or persons under Your control, including Your agents, employees, representatives, or attorneys, or their agents, employees, or representatives.

4. If no responsive documents exist for any particular Request, state that no responsive documents exist.

5. If any responsive document was, but is no longer, in Your possession, custody, or control, state the date and manner of its disposition, and identify its last known custodian and/or location. If any responsive document was lost or destroyed, produce any document that supports Your assertion that the document was lost or destroyed, provide the date when each such document was lost or destroyed, and the name, role, and title of the individual who authorized or requested the destruction of the document.

6. These Requests are continuing in nature. If, after making initial responses, You obtain or become aware of any further Documents responsive to the Requests, You must supplement Your responses and provide such Documents.

7. If You object to production in response to a specific Request, You shall state with particularity the basis for all objections with respect to such Request. You shall respond to any and all portions of any Request that do not fall within the scope of Your objection.

8. If, in responding to any of the following Requests, You encounter any ambiguity or confusion in construing either a Request or a Definition or Instruction relevant to a Request, set forth the matter deemed ambiguous, select a reasonable interpretation that you believe resolves the ambiguity, respond to the Request using that interpretation, and explain with particularity the construction or interpretation selected by You in responding to the Request.

9. Whether or not You object to a particular Request, You must preserve all documents and communications relevant to the above-captioned matter, including all documents and communications responsive to these Requests.

10. Produce each responsive document in its entirety, including all attachments or other matters affixed thereto. Documents attached to each other should not be separated.

11. All documents shall be produced in electronic form and shall include related metadata. Produce documents in TIFF or native format (i.e., Word documents as .DOC or .DOCX files, Outlook emails as .PST files, Excel spreadsheets as .XLS or .XLSX files, Adobe PDF documents as .PDF files). For all forms of electronically stored information, ensure that the electronically stored information is provided in an unencrypted form and free of password protection.

12. Any alteration of a responsive document, including any marginal notes, handwritten notes, underlining, date stamps, received stamps, endorsed or filed stamps, drafts, revisions, modifications, and other versions of a document, is a responsive document in its own right and must be produced.

13. In instances where two or more exact duplicates of any document exist, the most legible copy shall be produced.

14. If You have withheld from production responsive documents or tangible things on the basis that you assert a claim of privilege as to that document or thing, You shall prepare a list of withheld documents and things that lists the following information for each such document or thing, or part thereof, withheld on such a basis:

- a. the type of document, e.g., letter or memorandum;
- b. the general subject matter of the document;
- c. the date of the document;
- d. such other information as is sufficient to identify the document, including, where appropriate, the author of the document, the addressee of the document, and any other recipients shown in the document;
- e. the nature and basis for the claim of privilege; and

- f. sufficient additional information about the document as is necessary to justify  
Your claim of privilege.

**DOCUMENTS TO BE PRODUCED**

**DOCUMENT REQUEST NO. 76:**

All Documents and Communications relating to the use of Spotify by UMG employees to stream the Recording on their personal Spotify accounts. This Request includes, but is not limited to, all Documents and Communications relating to an all-hands meeting involving UMG's marketing team during which participants were instructed, directed, requested, told, or otherwise to use their personal Spotify accounts to stream the Recording on repeat and that they would be reimbursed for any fees associated with the same.

**DOCUMENT REQUEST NO. 77:**

All Documents and Communications relating to the placement of the Recording and/or music by Kendrick Lamar on the playlist for UMG's workplaces, including, but not limited to its Santa Monica, California location. This Request includes, but is not limited to, all Documents and Communications regarding the creation, construction, or maintenance of playlists and any directions, instructions, mandates, complaints, concerns, or questions regarding the music played at UMG's workplace locations.

**DOCUMENT REQUEST NO. 78:**

All Documents and Communications relating to any payments by Ramon Alvarez-Smikle, whether directly or indirectly, to the NFR Podcast to promote anti-Drake messages and to populate positive comments regarding Kendrick Lamar in the NFR Podcast's comments section on any

Social Media. This Request includes, but is not limited to, any investigation, reports, complaints, analyses, or similar into the same.

**DOCUMENT REQUEST NO. 79:**

All Documents and Communications relating to the person or persons using the X handle @scrufacejean and email scrufacejean@gmail.com.

Dated: July 14, 2025

By: Michael J. Gottlieb

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# EXHIBIT 10

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July 16, 2025

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Re: Graham v. UMG Recordings, Inc., No. 1:25-cv-00399-JAV (S.D.N.Y.)

Counsel:

We write on behalf of UMG Recordings, Inc. (“UMG”) in response to your July 3 letter. Failure to address any specific statements or representations in your letter is not an indication that we accept any contention or characterization, and UMG reserves all rights.

**Additional Custodians**

UMG agrees to add John Kozak as a document custodian. UMG will not add Jason Kawejsza or Sir Lucian Grainge.

As your letter suggests you know, Mr. Kawejsza is in-house counsel to UMG. The *vast* majority of his communications are privileged, and it would impose considerable and undue burden on UMG to review and log his documents and communications for privilege. The fact that he signed a contract with Lamar before “Not Like Us” was released or delivered to UMG does not, as you purport without any explanation, make it “very likely” (or likely at all) that he has non-privileged documents related to the claims and defenses at issue in this case. UMG has no reason to believe he does and does not agree to add him as a document custodian.

As to Sir Lucian, at our meet and confer on June 5, 2025 we offered to designate John Janick, Chairman and CEO of Interscope Capitol Labels Group (“Interscope”), and Monte Lipman, Chairman and CEO of Republic Records, as document custodians *if* Plaintiff agreed that, with those additions, UMG’s list of 10 document custodians was complete unless and until new information came to light in discovery to reasonably indicate the need for additional UMG

# SIDLEY

Page 2

custodians. We stated, as we have multiple times in our discussions and correspondence to date, that in *that* event we would consider reasonable requests for additional document custodians in good faith. Our agreement to designate Mr. Kozak reflects just that. You agreed to that compromise.<sup>1</sup> You now assert the same demand to designate Sir Lucian as a document custodian that you did a month ago (before our agreement) based on *the same* (meritless) grounds.<sup>2</sup> There have been no discovery developments in the last month that justify this renewed ask, and it is at odds with your express agreement at our June 5 meet and confer.

UMG has been working collaboratively and in good faith throughout this discovery process. UMG initially sought to designate five document custodians that it continues to believe are those most relevant to this litigation. But it has compromised several times in response to requests by Drake, and has now designated 11 individuals as custodians, including the most senior executives at Interscope and Republic, Messrs. Janick and Lipman. UMG has also agreed to narrow certain RFP requests in response to representations by Drake's counsel at meet and confers, *see* July 9, 2025 Letter from N. Crowell, and is making rolling document productions.<sup>3</sup> UMG again asks that Drake work collaboratively to advance discovery.<sup>4</sup> Reneging on the agreement you made a month ago without any basis is not collaborative or in good faith. We reject the request on that basis alone.

You also mischaracterize UMG's objections to designating Sir Lucian, which contrary to your assertions, have never shifted. UMG has maintained since our first meet and confer on this topic that Sir Lucian had no meaningful involvement in the matters and decisions at issue in this litigation. Sir Lucian runs a global multinational company; he is not involved in record releases or marketing activities around individual tracks, even high-profile ones. We have also maintained since our first discussions regarding Sir Lucian that to the extent his documents and communications contain any (limited) relevant information, it is expected to be cumulative and duplicative of the (now 11) document custodians we have agreed to who report up to him, including, Messrs. Janick and Lipman.

Your position that as CEO of UMG's indirect parent company, Universal Music Group N.V., Sir Lucian *must* have relevant documents and communications because he was aware of the Drake-

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<sup>1</sup> Your representation that Drake "previously stated that he reserved rights with respect to UMG's refusal to designate Lucian Grainge as a custodian" was in keeping with this agreement – *i.e.*, you reserved rights as to Sir Lucian *if* documents or information in discovery provided a reasonable basis to warrant renewing your request to make him a document custodian.

<sup>2</sup> The only supposedly new allegation you make in support of your renewed request to designate Sir Lucian as a custodian is the entirely unsupported claim that you "have reason to believe that Sir Grainge was personally involved in decisions made regarding the marketing and promotion of the Recording around the release of the Recording." Please explain the basis for this belief, if any.

<sup>3</sup> Drake has made one production of 150 public documents (most if which appear to have been cited in his complaint).

<sup>4</sup> As you know, this is not the first time UMG has made this request. *See* May 22, 2025 Letter from N. Crowell.

# SIDLEY

Page 3

Lamar feud is strained at best and would apply equally to any CEO of any company with general knowledge of an issue at the company. And your specific arguments for why Sir Lucian is a relevant custodian—including assertions based on nothing but “information and belief” that he had involvement in the release and promotion of “Not Like Us” (assertions that you have never provided any basis for in our many meet and confers), that as CEO he signed UMG’s Code of Conduct, and that he celebrated Lamar’s win at the Grammy’s—betray the weakness of your position. For all these reasons and those previously expressed, UMG will not make Sir Lucian a document custodian.

## **Lamar Contract**

UMG agreed to produce the portions of any contracts or agreements between UMG and Lamar allowing UMG to approve, reject, refuse to publish, edit, amend, alter, or veto the publication of the Recording, Image and/or Video. *See* UMG’s Responses and Objections to Drake’s RFP No. 1. At your request, we also agreed to produce the section headings in the contract so you could see what topics the redacted portions concern. UMG has done so. Your contention that the contract as produced is somehow incomprehensible is wrong—the information we agreed to produce has been produced, and you have not articulated any basis for why Drake requires an unredacted copy of the contract or how the redacted content has any conceivable relevance to the claims and defenses at issue in this case. UMG does not intend to produce an unredacted version of Lamar’s complete contract to Drake.

## **Plaintiff’s Request Nos. 11, 12, 17:**

UMG stands on its objections to RFP Nos. 11, 12 and 17.

Sincerely,

/s/ Nicholas P. Crowell  
Nicholas P. Crowell