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PUBLISHING, INC., a California
10 corporation

11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA
13 WESTERN DIVISION

14 WIXEN MUSIC PUBLISHING, INC.,
a California corporation,

15 Plaintiff,

16 v.

17 META PLATFORMS, INC., a
18 Delaware corporation, and DOES 1 to
19 20,

20 Defendants.
21
22

Case No.

**WIXEN MUSIC PUBLISHING,
INC.'S COMPLAINT AGAINST
META PLATFORMS, INC. FOR:**

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28
- (1) **DIRECT COPYRIGHT INFRINGEMENT**
 - (2) **CONTRIBUTORY COPYRIGHT INFRINGEMENT**
 - (3) **DEFAMATION**
 - (4) **TRADE LIBEL**
 - (5) **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**

JURY TRIAL DEMANDED

1 Plaintiff Wixen Music Publishing, Inc., a California corporation (“**Wixen**”), states
2 and alleges as follows for its complaint against Defendant Meta Platforms, Inc., a
3 Delaware corporation (“**Meta**”).

4 **NATURE OF THE ACTION**

5 1. Wixen brings this action against Meta for willfully infringing the
6 copyrights in the works listed in **Exhibit A** (each a “**Work**” and collectively the
7 “**Works**”), each of which has been registered with the United States Copyright Office.
8 Wixen believes the actual number of infringed Wixen works to be well over one
9 thousand, and, upon discovery and confirmation, will add additional works to its list
10 of Works that Meta has infringed. Wixen also brings this action against Meta for false
11 and defamatory statements made about Wixen, and for interfering with Wixen’s
12 contractual relations.

13 2. Meta was formerly known as Facebook, Inc., and rebranded to Meta
14 Platforms, Inc. in 2021. Meta owns and operates two social media platforms,
15 Instagram and Facebook, and a messaging app, WhatsApp, which are available to
16 users on the internet or via mobile applications (together, the “**Apps**”). In or around
17 2020, Meta launched “Instagram Reels” (“**Reels**”), which allows users to create,
18 share, and watch videos. Within a year from its initial launch, Reels became available
19 on Facebook as well. Much like the popular TikTok app, Reels provides users with
20 the ability to easily add music to videos from the libraries of music that Meta provides
21 for its Apps (together, the “**Music Library**”).

22 3. Wixen has a long history of licensing its catalog to Meta for use in videos
23 on its platforms, dating back to before the inception of Reels in 2020. Wixen and Meta
24 began renegotiating the extension of their last license in 2025. The negotiations broke
25 down after Meta refused to pay fair compensation to Wixen and Wixen’s clients for
26 the Works. After the negotiations broke down, but before the current license
27 agreement expired, Meta unilaterally chose to remove some of Wixen’s current and
28 former clients’ music from the Music Library. This caused the current and former

1 clients' music to be unavailable to fans and for planned musical promotions. Meta
2 then falsely told Wixen's current and former clients that the music was removed by
3 Wixen. Upon information and belief, Meta made these false statements with the
4 malicious intent to strong-arm Wixen into accepting drastically reduced rates for its
5 clients by harming and disrupting Wixen's business and contractual relations with its
6 clients.

7 4. All licensed rights terminated no later than December 10, 2025. Since
8 the expiration of the Meta License, Meta has, without authorization or compensation,
9 reproduced and made the Works available to its Apps users via Reels and the Music
10 Library, resulting in thousands of audiovisual works incorporating, without
11 authorization or compensation, the Works.

12 **JURISDICTION AND VENUE**

13 **I. Parties**

14 5. Wixen is a music publisher and a California corporation with its principal
15 place of business in Calabasas, Los Angeles County, California. As previously
16 recognized by this Court, Wixen has standing to bring this action for copyright
17 infringement because it is the exclusive licensee and/or owner of the Works. Wixen
18 has the exclusive right to sign agreements, collect royalties, receive monies, issue
19 synchronization and other licenses, pay royalties, register copyrights, and otherwise
20 interact and assert rights on behalf of each copyright owner with or against musical
21 service companies such as Meta.

22 6. Meta Platforms, Inc. is a Delaware corporation headquartered in Menlo
23 Park, San Mateo County, California.

24 7. On information and belief, certain officers, directors, owners, and/or
25 agents of Meta have the right and ability to supervise or control the infringing,
26 defamatory, and tortious activity alleged herein, and received a direct financial benefit
27 from that activity, such that they are vicariously liable for Meta's actions. Wixen will
28 amend this complaint to add said individuals as defendants.

II. Jurisdiction

8. This case is a civil action arising under the copyright laws of the United States, 17 U.S.C. § 101, *et seq.* (the “**Copyright Act**”). This Court has subject matter jurisdiction over Wixen’s claims pursuant to 28 U.S.C. § 1331 (federal subject matter jurisdiction), § 1338(a) (copyright actions), and § 1367(a) (supplemental jurisdiction).

9. The Court has personal jurisdiction over Meta because Meta has continuous and systematic contacts within the Central District of California. Meta has more than 100 worldwide offices, including three in Los Angeles, Los Angeles County, California. On information and belief, Meta’s platforms – Instagram, Facebook, and WhatsApp – have been advertised, downloaded, and used extensively within Los Angeles County, California.

10. Meta could and did reasonably anticipate being brought into this Court because, among other reasons, Meta (i) has knowingly, intentionally, and repeatedly reproduced and/or distributed the Works over the Internet and via its Apps to Los Angeles County, California residents; (ii) knew or should have known that the harm caused by its repeated unlicensed reproduction and distribution of the Works over the Internet and via its Apps was aimed at artists, songwriters, and music publishers, including Wixen and the songwriters it represents, who control compositions and sound recordings and reside in or near Los Angeles County, California, a global hub of the music industry; and (iii) knew or should have known that Wixen, an industry-leading music publisher for more than 45 years, would suffer, and in fact did suffer, the brunt of the harm caused by Meta’s unauthorized use of the Works, defamatory statements, and tortious acts at Wixen’s principal place of business in Calabasas, Los Angeles County, California, which is in the Western Division of the Central District of California.

III. Venue

11. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and (c)

1 and 1400(a) because Meta is subject to personal jurisdiction in this District and
2 because a substantial part of the acts of infringement complained of herein occurs or
3 has occurred in this District.

4 12. This case is properly filed in the Western Division, as a substantial part
5 of events giving rise to this case have occurred here.

6 **FACTS**

7 **I. Background on Wixen and the Works.**

8 13. Wixen is a music publisher that was founded by Randall Wixen in 1978.
9 Wixen administers more than 100,000 songs written and/or owned by its more than
10 2,000 clients, including songs by some of the most popular and acclaimed musical
11 artists of the last 100 years. Wixen administers these works for its clients, with the
12 goal of enhancing the value of the music through licensing while simultaneously
13 preserving its integrity.

14 14. As a publishing administrator, Wixen is the exclusive licensee and/or
15 owner of more than one hundred thousand musical compositions in its catalog,
16 including the Works. While the majority of its catalog is musical compositions, Wixen
17 is also the administrator and exclusive licensee of certain sound recordings.

18 **II. Background on Meta and Reels.**

19 15. Meta was originally established in 2004 as TheFacebook, Inc., renamed
20 Facebook, Inc. in 2005, and rebranded to Meta Platforms, Inc. in 2021. Meta owns
21 and operates two online social media platforms, Instagram and Facebook, available
22 to users on the internet and as mobile applications. Meta also owns WhatsApp, an
23 internet-based messaging app that it purchased in 2014.

24 16. In or around 2020, Meta released a feature called “Reels” that allows its
25 users to create, share, and watch videos up to 20 minutes long. Originally, Reels was
26 only available to users on Instagram. In or around 2021, Meta expanded Reels to
27 Facebook. Reels functions similar to the popular TikTok app in that it provides users
28 with the ability to easily add music to their videos from Reels’ music library. Users

1 use Reels’s video creation tools to create videos of up to 20 minutes in length and
2 synchronize those videos with music from the Music Library to create the videos (or
3 “reels”). Users can choose background music from the Music Library, edit the
4 background music to choose what portions of the song to use in the reels, record a
5 video, edit the video or add filters, and then upload the finished reel to share with
6 others on Instagram, Facebook, and third-party social media platforms. Once
7 uploaded, reels can be viewed, shared, and downloaded by other users. Instagram and
8 Facebook display a Reels tab on their platforms and mobile applications, which are
9 vertical, scrolling, and never-ending feeds of reels, similar to the scrolling features on
10 TikTok or YouTube Shorts. Users can access the Reels tab on Instagram and
11 Facebook by tapping a dedicated button at the bottom of their home screens.

12 17. WhatsApp allows users to upload a photo or video as part of a user’s
13 Status and, by tapping on a music note icon, search for and select a music clip from
14 the WhatsApp music library to accompany the photo or video.

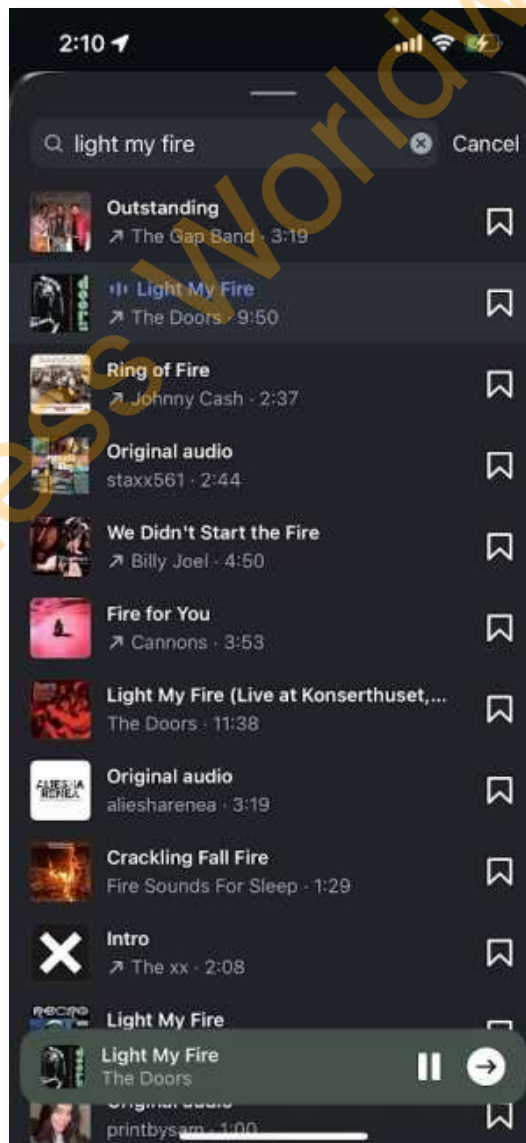
15 18. Meta has, without authorization or compensation, reproduced and made
16 the Works available in its Music Library to its Reels and WhatsApp users, resulting
17 in thousands of audiovisual works incorporating, without authorization or
18 compensation, the Works.

19 19. In 2024, Meta announced that Instagram had 3 billion monthly active
20 users, a number that Facebook had already reached by 2023. Facebook has grown
21 from a handful of college campuses to 240 million active American users. Meta’s
22 advertising revenue has swelled to \$161 billion in 2024, with much of its growth
23 attributable to Reels.

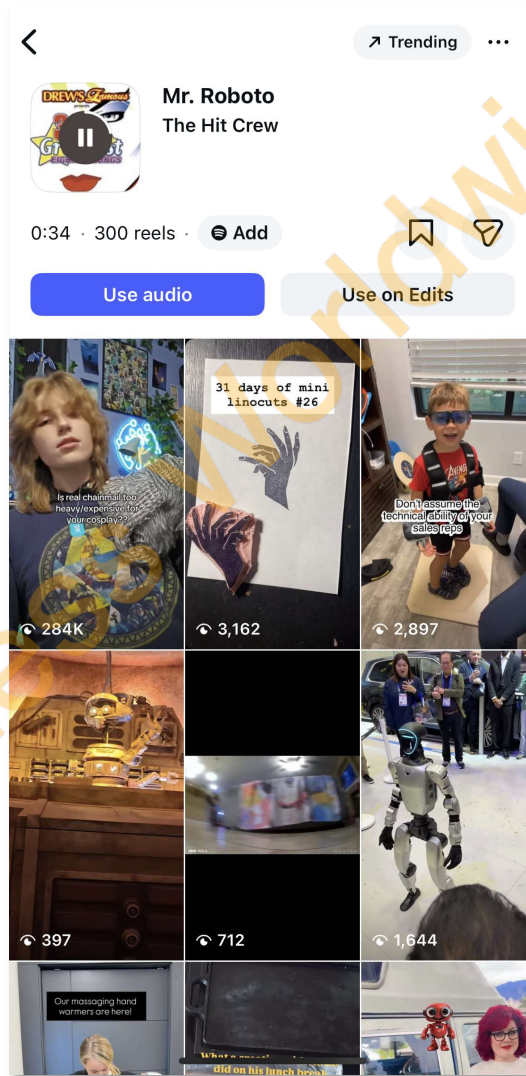
24 20. A majority of Americans’ time on Facebook and Instagram is spent
25 watching videos, and both apps have shifted to primarily showing Reels. Adam
26 Mosseri, the Head of Instagram, testified about how central Reels is to that app: “[W]e
27 integrated Reels throughout the entire experience. We added them to feed. ... We
28 added them to explore. We added them to the create flow. We added them to the Reels

1 tab itself, and we added a Reels tab within the profile. So every tab ... across
 2 Instagram had Reels integrated in some way across them.” A 2024 Morgan Stanley
 3 study found that 37% of Instagram users in the United States now use Instagram Reels
 4 daily, and 78% of U.S. Instagram users engage with Reels monthly.

5 21. Attached as **Exhibit B** are multiple screenshots that are examples of how
 6 Works appeared, and still appear, in the Music Library after the termination of the
 7 Wixen-Meta License. The example below shows a step in the process of searching for
 8 music in the Music Library to add music to a reel, in this case showing the
 9 compositional Work “Light My Fire”:



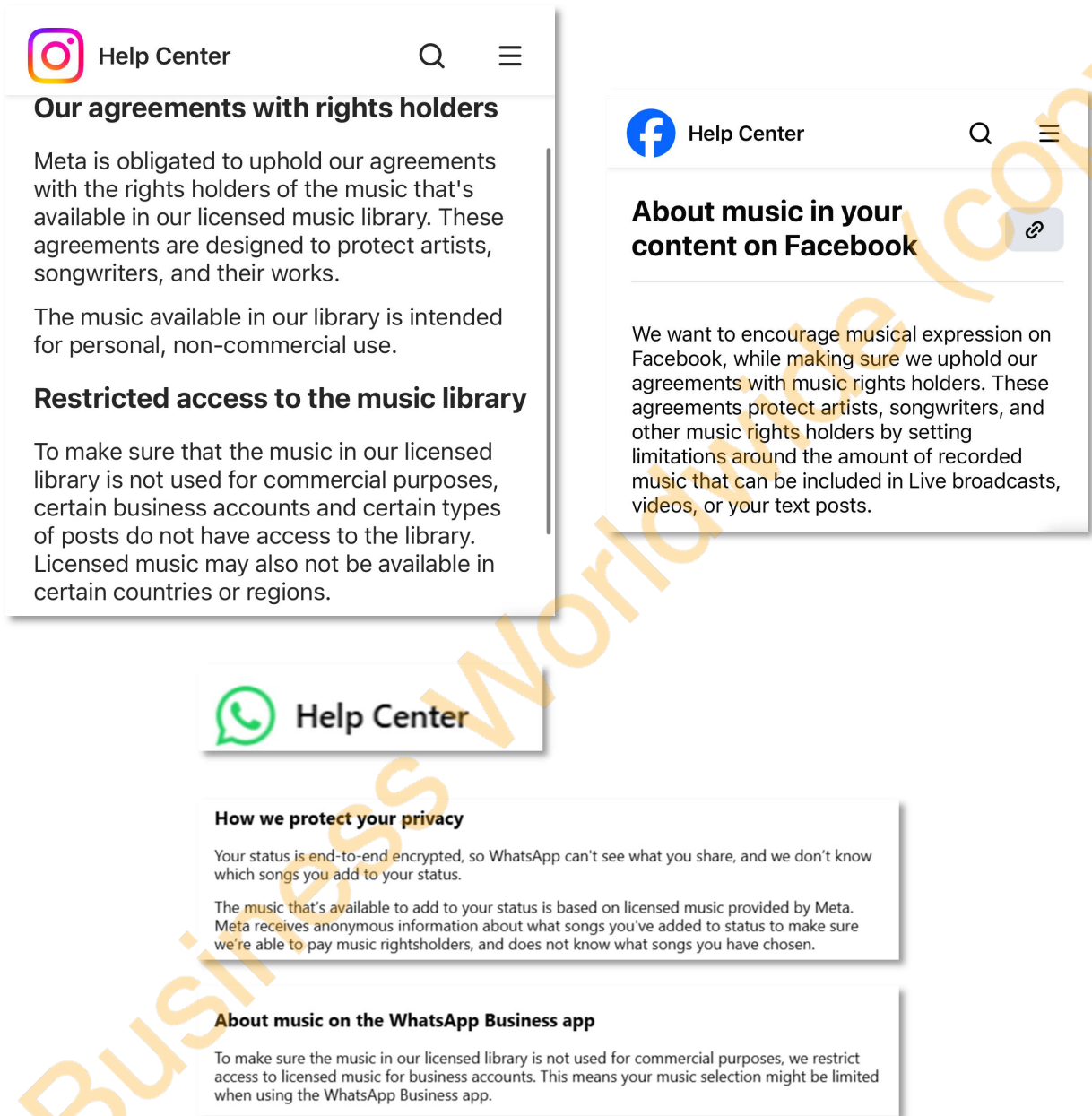
22. Instagram and Facebook users can search the name of a song or tap the name of the music audio at the bottom of a reel and they will be provided with a feed of other reels that have also used that same music audio. The screenshot below is of the search result provided by Instagram when a user searches the Music Library for the compositional Work “Mr. Roboto.” It shows that 300 reels have been created using that Work, as incorporated into that specific sound recording.



23. Meta also allows users to browse and listen to different songs that are featured or trendy, or search for specific songs on their Reels creation tool.

24. Meta admits publicly that it must license the music in its Music Library, and that it must uphold its agreements with rights holders, as evidenced by these

screenshots from the Instagram, Facebook and WhatsApp Help Centers:



III. The Licensing Arrangement Between Wixen and Meta.

25. Since approximately March 14, 2018, Wixen has licensed its catalog to Meta, its predecessors including Facebook Inc., and/or its affiliates via different licenses and amendments thereto (together, the “**Wixen-Meta License**”) that govern the use of Wixen’s catalog on Meta’s platforms, including Instagram, Facebook, and WhatsApp.

1 26. The Wixen-Meta License terminated no later than December 10, 2025.

2 27. In or about March 2025, Wixen and Meta began negotiating another
3 renewal of the Wixen-Meta License. Despite the massive increase in the use and
4 importance of Reels, Meta sought to drastically cut the license rates, to a small
5 fraction of what Wixen and, therefore, Wixen's clients, had received over the past
6 seven years under the Wixen-Meta License. Wixen refused.

7 28. On information and belief, Meta's reason for slashing payments to
8 songwriters is to replace human-generated, royalty-bearing music with royalty-free
9 AI-generated music. Coincident with its plan to drastically cut payments to human
10 songwriters, including Wixen's clients, Meta has committed hundreds of billions of
11 dollars to building artificial intelligence data centers in the U.S. and has spent millions
12 on lobbying politicians and launching two super PACs aimed at deregulating artificial
13 intelligence. These staggering financial commitments come as Meta is building its
14 new artificial intelligence tool, "AudioCraft," which generates music from text
15 prompts and directly threatens the future and livelihood of musical artists.

16 29. Meta's success or failure at slashing royalties now will have a profound
17 effect on how other social media platforms approach music royalties. Given these
18 serious implications for its clients, Wixen refused to accept the exploitative, below-
19 industry rates for its clients. The Wixen-Meta License was not renewed.

20 **IV. Meta Removes Wixen's Current and Former Clients From Its Platforms.**

21 30. Rather than engaging in good-faith negotiations to renew the Wixen-
22 Meta License, Meta engaged in unscrupulous and ultimately illegal tactics to try,
23 unsuccessfully, to strong-arm Wixen into accepting a drastically lower license fee.

24 31. In or around late October 2025, despite Wixen's music being under
25 license to Meta, Meta began removing the music of certain Wixen clients from its
26 platforms. Meta's clear intention behind this unnecessary removal was to damage
27 Wixen's relations with its clients. As a tech behemoth with outsize market share, Meta
28 knew that many Wixen clients value having their music available in the Music

1 Library. As Meta intended, a number of Wixen's clients contacted Wixen to inquire
2 why their music had been removed from Meta's platforms.

3 32. Rather than merely block access to its platforms for licensed Wixen
4 works, Meta then lied to Wixen clients and their managers about the reasons for the
5 removal of their music from Facebook and Instagram. Rather than own up to the truth
6 that Meta chose, unilaterally, to remove licensed music, Meta told Wixen clients and
7 their representatives that Meta removed their songs because Meta was unable to renew
8 its agreement with Wixen. Further, Meta falsely told these clients and their
9 representatives that *Wixen* was muting and blocking the clients' music on Meta's
10 Platform. Another Wixen client was told by Meta that their music would not be
11 available until "the publisher of the music has resolved the issue with Meta directly."
12 These statements were misleading and false. Wixen had not muted or blocked its
13 clients' music from Meta's platforms prior to the termination of the Wixen-Meta
14 License. Meta's statements misled clients to believe that Wixen had caused their
15 music to be removed, despite the music being fully licensed under the Wixen-Meta
16 License.

17 33. Where Meta's pressure campaign was successful and Wixen clients left
18 Wixen in order to have their music appear on Meta's platforms, Meta then exacted
19 further revenge by electing not to put their music back up and falsely blaming Wixen
20 for Meta's own decision. By disseminating these falsehoods to the managers of
21 Wixen's clients, including many prominent managers in the music business, Meta
22 painted a false and damaging picture of Wixen to a broad swath of clients and
23 potential clients.

24 34. The Wixen-Meta License has an agreed-upon mechanism (the "**Data**
25 **Exchange Process**") for addressing changes in ownership, control and
26 administration. Where a client left Wixen due to Meta's pressure campaign, Wixen
27 not only fulfilled its contractual obligation via the Data Exchange Process, but took
28 further reasonable and customary steps to confirm the transfer of rights to a new

1 administrator, including to confirm via email the claim of rights by a new
2 administrator. These steps have been, and continue to be, used consistently and
3 constantly by music publishers and licensees, including Meta. Rather than engage in
4 the customary relinquishment process – which Meta has done and continues to do on
5 countless occasions with other music publishers – Meta invented a new, onerous, and
6 flawed “relinquishment process” and then claimed that (i) Wixen had to follow it
7 (false), (ii) Wixen did not follow it (true), and (iii) Wixen’s failure to follow the
8 arbitrary relinquishment process was the reason why Meta could not make the former
9 Wixen’s client’s music available on Meta’s platforms (false). Meta has continued to
10 act in bad faith throughout the denouement of the licensing arrangement with Wixen.
11 When Wixen pointed out to Meta and a former client all the steps it had taken to
12 relinquish a claim, including the Data Exchange Process, and why the “relinquishment
13 process” that Meta invented was flawed, Meta’s sole response was to falsely claim
14 that Wixen had divulged confidential information. Tellingly, where it has been in
15 Meta’s interest to make the music of former Wixen clients accessible on Meta’s Apps,
16 Meta has had no issue with Wixen’s relinquishment procedures. Meta’s
17 “relinquishment process” was a pretext and part of a concerted, untruthful, and
18 unlawful pressure campaign by Meta against Wixen.

19 35. Additionally, in or around early November 2025, a former Wixen client
20 contacted Wixen to confirm whether it had relinquished claims to the former client’s
21 catalog. Wixen confirmed it relinquished all claims when its rights terminated in
22 2024. Nonetheless, Meta falsely told this former client that Wixen had made a claim
23 on their music as recently as October 27, 2025, and therefore, the music could not be
24 reinstated on Meta’s platforms. Wixen had not made any claim on this former client’s
25 music since 2024. Meta repeated this deceptive practice on or about January 13, 2026,
26 when it told another music publisher that their client’s entire “catalog is currently
27 unavailable on our platforms due active ownership claims by Wixen Music
28 Publishing.” There were no such claims. By disseminating these falsehoods to music

1 managers, Meta knew that it would adversely affect Wixen's relationships and
2 reputation across the music industry.

3 36. Meta unilaterally chose to pull Wixen's current and former clients from
4 its platforms. Meta did this while the Wixen-Meta License was still in place. Wixen
5 did not mute or block any of its current or former clients' music on Meta's platforms,
6 nor did Wixen submit claims to Meta for catalogs it no longer owned or administered.

7 37. Upon information and belief, Meta's conduct and statements to Wixen's
8 current and former clients and their representatives were intended to pressure Wixen
9 into accepting renewed license rates that are a small fraction of what Wixen and its
10 clients have received over the past seven years. Meta then maligned Wixen and
11 blamed it for Meta's own actions, in the hopes that Wixen clients would complain and
12 even leave, and that potential clients would avoid hiring Wixen. Meta's lies caused
13 damage and extreme disruption to Wixen's reputation, business, and services to its
14 clients.

15 **V. Meta's Infringing Activities.**

16 38. Ironically, after claiming that Wixen's catalog was worth a fraction of its
17 previous value and that it had to take down Wixen music while it was still under
18 license, Meta has continued to use the Works after the termination of the Wixen-Meta
19 License.

20 39. Despite the termination of the Wixen-Meta License, Meta still allows
21 and encourages Users to use the Music Library on Reels to find the Works, create new
22 reels incorporating the Works, and distribute the Works publicly, as incorporated into
23 reels. Meta is making the Works available to users on its Apps, including by
24 cataloging them, promoting them via Meta-curated playlists, and making them
25 available through its Music Library, all without authorization or payment.

26 40. On information and belief, thousands of reels created on or after
27 December 10, 2025, incorporate the Works without authorization or compensation.

28 41. To legally reproduce and/or distribute the Works via the Music Library

1 and its Apps, and to synchronize and allow the synchronization of the Works with
2 videos on Reels, Meta was required to obtain permission from Wixen.

3 42. Meta could have renewed the Wixen-Meta License with Wixen to
4 maintain the necessary licenses for the Works on its platforms and reasonably
5 compensate Wixen and Wixen's clients. Meta could have also stopped making use of
6 the Works in reels once the Wixen-Meta License terminated. Instead, it attempted to
7 pressure Wixen into accepting unfair terms and then brazenly disregarded copyright
8 law and committed willful and ongoing copyright infringement.

9 43. Meta launched over 20 years ago and is, on information and belief, worth
10 as much as \$1.62 trillion. Instagram and Facebook are two of the biggest social media
11 platforms by worldwide active users. In October 2025, Meta announced that Reels is
12 on track to generate \$50 billion in advertising revenue in the next 12 months. By
13 comparison, YouTube is expected to bring in \$46 billion, and TikTok is expected to
14 bring in \$17 billion. Despite Meta's reliance on the content of songwriters and artists
15 for Reels's massive financial success, Meta refuses to pay Wixen and the musical
16 artists Wixen represents fair compensation to use their Works. Instead, Meta has spent
17 millions, and plans to spend hundreds of billions, to create artificial intelligence to
18 displace these same musical artists.

19 44. Meta knows that artists and their music, including the Works, are
20 irreplaceable. Users want the real thing. As Meta's Head of Instagram wrote in a post
21 of December 31, 2025, looking forward to 2026 and a future teeming with AI,
22 "Authenticity is becoming a scarce resource, driving more demand for creator content,
23 not less." That future, and the present, must include Meta paying content creators
24 fairly.

25 45. Rather than negotiate a fair license, Meta has now taken the further step
26 of trying to pay Wixen and Wixen clients **nothing** for the use of their Works in its
27 Apps.

28 46. For the foregoing reasons, Wixen is entitled to the maximum statutory

1 relief.

2 **FIRST CLAIM FOR RELIEF**

3 **(Direct Copyright Infringement)**

4 47. Wixen realleges and incorporates herein by this reference each of the
5 allegations contained in Paragraphs 1 through 46 above as though fully set forth.

6 48. Wixen is the owner and/or exclusive licensee of the copyright in each
7 Work. Wixen's exclusive rights include the rights to issue synchronization licenses
8 and to authorize the creation of derivative works.

9 49. Under Section 106 of the Copyright Act, Wixen has the exclusive rights,
10 among other rights, to reproduce and distribute each Work, and to permit the creation
11 of derivative works incorporating each Work, as well as the right to authorize others
12 to exercise any of these rights.

13 50. Meta has infringed many of the exclusive rights set forth in 17 U.S.C.
14 § 106. Among other things, Meta has made unauthorized reproductions of the Works
15 in its Apps, including in synchronization with videos; engaged in unauthorized
16 distribution of the copyrighted Works; engaged in the unauthorized creation of
17 derivative works based on the Works; and publicly performed the Works without
18 authorization. Such conduct constitutes copyright infringement pursuant to 17 U.S.C.
19 §§ 106 *et seq.*

20 51. Each Work is an original work fixed in a tangible medium of expression
21 and is a copyrightable subject matter within the meaning of Section 102 of the
22 Copyright Act.

23 52. Each Work reproduced by Meta and/or made accessible by Meta to its
24 users via Meta's Apps constitutes a separate and distinct act of infringement. In
25 addition, Meta's reproduction and distribution of each Work in the Apps' music
26 libraries and its promotional materials constitutes a separate and distinct act of
27 infringement, for which Meta is a direct infringer.

28 53. Meta's conduct has at all times been willful, intentional, purposeful, and

1 in disregard of and indifferent to the rights of Wixen.

2 54. As a direct and proximate result of Meta's willful and infringing conduct,
3 Wixen is entitled to its actual damages and, to the extent not taken into account in
4 computing Wixen's actual damages, the profits of Meta, as will be proven at trial,
5 pursuant to 17 U.S.C. § 504(b).

6 55. In the alternative, pursuant to 17 U.S.C. § 504(c), Wixen is entitled to
7 receive the maximum amount of statutory damages for willful copyright infringement
8 of \$150,000 per work infringed, for the sum of at least forty-nine million six hundred
9 and fifty thousand dollars (\$49,650,000), as will be proven at trial.

10 56. Wixen is further entitled to recover its attorneys' fees and costs pursuant
11 to 17 U.S.C. § 505.

12 57. Meta's acts, including its failure to develop and implement procedures
13 to properly license compositions and sound recordings for use on its Apps, have
14 caused and will continue to cause irreparable harm and injury to Wixen and the
15 songwriters it represents, for which they have no adequate remedy at law. Wixen is
16 therefore entitled to an injunction pursuant to 17 U.S.C. § 502 to prevent and restrain
17 Meta's ongoing copyright infringement.

18 **SECOND CLAIM FOR RELIEF**

19 **(Contributory Copyright Infringement)**

20 58. Wixen realleges and incorporates herein by this reference each of the
21 allegations contained in Paragraphs 1 through 57 above as though fully set forth.

22 59. Wixen is the owner and/or exclusive licensee of the copyright in each
23 Work. Wixen's exclusive rights include the rights to issue synchronization licenses
24 and to authorize the creation of derivative works.

25 60. Under Section 106 of the Copyright Act, Wixen has the exclusive rights,
26 among others, to reproduce and distribute each Work, and to permit the creation of
27 derivative works incorporating each Work, as well as the right to authorize others to
28 exercise any of these rights.

1 61. Meta's users have infringed many of the exclusive rights set forth in 17
2 U.S.C. § 106. Among other things, Meta's users have made unauthorized
3 reproductions of the Works, including in synchronization with videos; engaged in
4 unauthorized distribution of the copyrighted Works; engaged in the unauthorized
5 creation of derivative works based on the Works; and publicly performed the Works
6 without authorization. Such conduct constitutes copyright infringement pursuant to
7 17 U.S.C. §§ 106 *et seq.*

8 62. Meta knew or had reason to know that its users infringed the copyrights
9 in the Works.

10 63. Meta intentionally induced and/or materially contributed to its users'
11 infringing activity.

12 64. As a direct and proximate result of Meta's willful and infringing conduct,
13 Wixen is entitled to its actual damages and, to the extent not taken into account in
14 computing Wixen's actual damages, the profits of Meta, as will be proven at trial,
15 pursuant to 17 U.S.C. § 504(b).

16 65. In the alternative, pursuant to 17 U.S.C. § 504(c), Wixen is entitled to
17 receive the maximum amount of statutory damages for willful copyright infringement
18 of \$150,000 per work infringed, for the sum of at least forty-nine million six hundred
19 and fifty thousand dollars (\$49,650,000), as will be proven at trial.

20 66. Wixen is further entitled to recover its attorneys' fees and costs pursuant
21 to 17 U.S.C. § 505.

22 67. Meta's acts, including its failure to develop and implement procedures
23 to properly license compositions and sound recordings for use on its Apps, have
24 caused and will continue to cause irreparable harm and injury to Wixen and the
25 songwriters it represents, for which they have no adequate remedy at law. Wixen is
26 therefore entitled to an injunction pursuant to 17 U.S.C. § 502 to prevent and restrain
27 Meta's ongoing copyright infringement.
28

THIRD CAUSE OF ACTION

(Defamation)

68. Wixen realleges and incorporates herein by this reference each of the allegations contained in Paragraphs 1 through 67 above as though fully set forth.

69. Meta made written statements to other music publishers, music labels, managers, attorneys, and artists, including Wixen's current and former clients and their representatives, that their music was removed from Meta's platforms because of Wixen, and that Meta could not reinstate the songs onto their platforms until Wixen released its claims or resolved its "issues" with Meta.

70. The music publishers, music labels, managers, attorneys, and artists reasonably understood that these statements were about Wixen.

71. These statements were false. Wixen did not take any action to remove its current and former clients' music from Meta's platforms. Additionally, Wixen had not made claims on music it no longer had rights to. Meta unilaterally decided to remove the music at issue from its platforms.

72. Meta knew that these statements were false or had serious doubts about the truth of the statements.

73. Because of the facts and circumstances known to the readers of the statements, they tended to injure Wixen and Wixen's business, and discourage others from associating or dealing with Wixen.

74. Meta knew or should have recognized that other music publishers, music labels, managers, attorneys, artists, and Wixen's clients might act in reliance on Meta's statements, causing Wixen financial loss.

75. As a result, Wixen suffered direct financial harm because Wixen's clients acted in reliance on Meta's statement to terminate their contracts and business relationship with Wixen.

76. Meta's conduct was a substantial factor in causing Wixen substantial disruption to its business, operations, services, and client relationships.

1 77. As a direct and proximate result of Meta's conduct, Wixen has suffered
2 and continues to suffer irreparable injury and is entitled to monetary damages in an
3 amount to be determined at trial, but no less than twenty million dollars
4 (\$20,000,000). Wixen is entitled to recover from Meta the damages sustained by it as
5 a result of Meta's false and disparaging comments. Wixen is further entitled to recover
6 from Meta the gains, profits, and advantages it has obtained as a result of the false
7 and disparaging comments, in an amount to be determined.

8 78. Wixen is also entitled to an injunction restraining Meta, its agents,
9 employees, and all persons acting in for them, from making further false and
10 disparaging comments.

11 **FOURTH CAUSE OF ACTION**

12 **(Trade Libel)**

13 79. Wixen realleges and incorporates herein by this reference each of the
14 allegations contained in Paragraphs 1 through 78 above as though fully set forth.

15 80. Meta made statements that would be clearly or necessarily understood to
16 have disparaged the quality of Wixen's services as a music publisher.

17 81. Specifically, Meta made written statements to other music publishers,
18 music labels, managers, attorneys, and artists, including Wixen's current and former
19 clients, that their music was removed from Meta's platforms due to claims made or
20 actions taken by Wixen, and that Meta could not reinstate the Works onto its platforms
21 until Wixen released its claims or resolved its "issues" with Meta.

22 82. These statements were untrue. During the relevant period and prior to
23 December 10, 2025, Wixen did not take any action to remove its current and former
24 clients' music from Meta's platforms. Additionally, Wixen had not made claims on
25 music it no longer had rights to. Meta unilaterally decided to remove the music at
26 issue from its platforms.

27 83. Meta knew that these statements were untrue, or acted with reckless
28 disregard of the truth or falsity of the statements.

1 84. Meta knew or should have recognized that other music publishers, music
2 labels, artists, and Wixen's clients might act in reliance on Meta's statements, causing
3 Wixen financial loss.

4 85. As a result, Wixen suffered direct financial harm because Wixen's
5 clients acted in reliance on Meta's statement to terminate their contracts and business
6 relationship with Wixen.

7 86. Meta's conduct was a substantial factor in causing Wixen substantial
8 disruption to its business, operations, services, and client relationships.

9 87. As a direct and proximate result of Meta's conduct, Wixen has suffered
10 and continues to suffer irreparable injury and is entitled to monetary damages in an
11 amount to be determined at trial. Wixen is entitled to recover from Meta the damages
12 sustained by it as a result of Meta's false and disparaging comments. Wixen is further
13 entitled to recover from Meta the gains, profits, and advantages it has obtained as a
14 result of the false and disparaging comments, in an amount to be determined.

15 88. Wixen is also entitled to an injunction restraining Meta, its agents,
16 employees, and all persons acting in for them, from making further false and
17 disparaging comments.

18 **FIFTH CAUSE OF ACTION**

19 **(Intentional Interference with Contractual Relations)**

20 89. Wixen realleges and incorporates herein by this reference each of the
21 allegations contained in Paragraphs 1 through 88 above as though fully set forth.

22 90. Wixen has contracts with its clients to administer compositions and/or
23 sound recordings for its clients, with the goal of enhancing the value of those works
24 through licensing while simultaneously preserving their integrity.

25 91. Meta knew of the contracts and knew that Wixen is a prominent music
26 publisher that provides these services to its clients.

27 92. Meta's removal of Wixen's clients' music from its platforms combined
28 with Meta's false and/or misleading statements to Wixen's clients prevented Wixen's

1 performance or made Wixen's performance more expensive or difficult.

2 93. Meta intended to disrupt the performance of these contracts or knew that
3 disruption of performance was certain or substantially certain to occur.

4 94. As a result, Wixen suffered direct financial harm.

5 95. Meta's conduct was a substantial factor in causing Wixen's harm.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Wixen seeks relief as follows:

8 1. An award of damages pursuant to 17 U.S.C. § 504(b), including actual
9 damages, and the profits of Meta that are not taken into account in computing the
10 actual damages, as will be proven at trial, or, in the alternative, the maximum amount
11 of statutory damages pursuant to 17 U.S.C. § 504(c), \$150,000 per infringement, as
12 will be proven at trial;

13 2. Injunctive and/or declaratory relief as is necessary to protect the interests
14 of Wixen pursuant to 17 U.S.C. § 502, including requiring Meta to (a) develop and
15 implement procedures for identifying and properly licensing songs on its platforms,
16 including Instagram, Facebook, and WhatsApp; and (b) pay for the services of a third
17 party auditor to identify the owners of songs reproduced and/or distributed by Meta
18 on its platforms, including Instagram, Facebook, and WhatsApp;

19 3. Injunctive relief against Meta enjoining it from making false, deceptive,
20 and disparaging statements against Wixen and from instructing its agents and
21 employees from doing the same;

22 4. Injunctive relief against Meta enjoining it from interfering with Wixen's
23 contractual relations and from instructing its agents and employees to do the same;

24 5. Compensatory, punitive, and other damages in an amount to be proven
25 at trial;

26 6. Attorneys' fees and costs pursuant to 17 U.S.C. § 505 and under other
27 applicable law;

28 7. Pre- and post-judgment interest to the extent allowable; and

1 8. Such other and further relief that the Court may deem just and proper.

2 **DEMAND FOR JURY TRIAL**

3 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Wixen
4 demands a trial by jury in this action.

5
6 Dated: January 23, 2026

DONAHUE FITZGERALD LLP
Attorneys at Law

7
8
9 By: 

10 Daniel J. Schacht
11 Andrew S. MacKay
12 Padmini Cheruvu
13 Stephanie L. Gonzalez
14 Megan C. Cronin
Attorneys for Plaintiff WIXEN MUSIC
PUBLISHING, INC.

Music Business Worldwide (copy)

EXHIBIT A

Exhibit A
The Works

	Song Title	Copyright Date	Copyright Reg. Number
1.	(If You're Wondering If I Want You To) I Want You	12/22/2009	PA0001666840
2.	1, 2 Step	11/12/2004	PA0001305520
3.	A Little Too Loose	10/31/1991	PA0000544413
4.	A Love Of Your Own	3/22/1976	EU0000664028
5.	A Song For	12/13/1994	PA0000663450
6.	A Timeless Response To Current Events	9/16/2019	PA0002206358
7.	Across The Sea	11/18/1996	PA0000819477
8.	Ain't That To Die For	12/7/1999	PA0000976417
9.	All My Life	8/8/2025	PA0002552935
10.	All N' My Grill	2/24/2000	PA0000990296
11.	All Your Love (I Miss Loving)	3/31/1965	EU0000875146
12.	Always	5/12/1995	PA0000752479
13.	A-Punk	9/18/2008	PA0001615731
14.	Babushka Boi	9/18/2019	PA0002211878
15.	Baby Come Back	8/12/1977	EU813415
16.	Bang Bang (My Baby Shot Me Down)	4/15/1966	EP0000215557
17.	Been Down So Long	4/2/1971	EU0000244353
18.	Being In Love	8/9/2004	PA0001236891
19.	Believe It Or Not	9/29/1981	PA0000117007
20.	Better Than Ever Blues, Pt. 2	9/10/1996	PA0000811820
21.	Beverly Hills	4/21/2005	PAu003002545
22.	Black Derby Jacket	8/8/2000	PA 1-011-263
23.	Blue Collar Man	11/13/1978	PA0000016569
24.	Break On Through	9/14/1966	EU0000953998
25.	Brown Derby Jump	9/25/1998	PA0000915166
26.	Buckskin Stallion Blues	5/22/1987	PA0000328818
27.	Buddy Holly	3/20/1996	PA0000787867
28.	Candy Rain	11/7/1995	PA0000762317
29.	Can't Complain	6/3/1998	PA0000894820
30.	Can't Knock The Hustle	10/23/2018	PA0002149960
31.	Cantaloop (Flip Fantasia)	7/25/1994	PA0000718229
32.	Casual Rock-N-Roll	8/23/2019	PA0002195962
33.	Catch Me Outside 2	4/25/2005	PA0001284527
34.	Check The Rhime	2/3/1994	PA0000822308
35.	Christmas Vacation	11/24/1989	PAu001299173
36.	Cold Blooded	10/31/1983	PA0000218242
37.	Come Join The Murder	2/12/2015	PA0001968837
38.	Cowboy Jack Clement's Waltz	9/16/2019	PA0002206354
39.	Crawlspac	12/11/2018	PA0002153383
40.	Crazy Nights	11/4/1985	PA 267-229

Exhibit A
The Works

	Song Title	Copyright Date	Copyright Reg. Number
41.	Creature With The Atom Brain	7/7/1980	PA0000094719
42.	Damn It Janet	3/20/1974	EU0000472811
43.	De Ensomme Ulve	8/23/2019	PA0002195934
44.	Dead Girl Superstar	3/4/2002	PA0000846563
45.	Demon Speeding	3/4/2002	PA0000846563
46.	Demonoid Phenomenon	3/14/2000	PA0000960690
47.	Desert Rose	9/11/1984	PA0000224642
48.	Difference	3/24/2021	PA0002351566
49.	Difference	5/8/1980	SRu000013230
50.	Do It Again	9/16/2016	PA0002044706
51.	Do It The Hard Way	6/2/1980	PA0000096403
52.	Do You Remember Me	4/3/2019	PA0002180849
53.	Dollar Bill Blues	3/22/1999	PA0000933772
54.	Don't Dream It, Be It	10/31/1983	PA0000207152
55.	Don't Know Much	5/19/1980	PAu000202126
56.	Dope Nose	6/6/2002	PA0001092083
57.	Dragula	9/21/1998	PA0000943994
58.	Eight Miles High	3/21/1966	EU0000929871
59.	El Pueblo	8/29/1965	EU0000904972
60.	El Scorcho	11/18/1996	PA0000819479
61.	Electric Daisy Violin	12/17/2014	PA0001961824
62.	Enough	9/10/1996	PA0000811815
63.	Fade Into You	9/18/1995	PA0000746055
64.	Fade to Black	2/7/1984	PAu000019682
65.	Fade to Black	5/8/1980	SRu000013234
66.	Falling For You	11/18/1996	PA0000819481
67.	Falling In	2/22/2011	PA0001730663
68.	Falling Star	12/5/2005	RE0000923372
69.	Fare Thee Well, Miss Carrousel	8/26/1968	EP0000249744
70.	Feel Like Makin' Love	8/10/1973	EU433753
71.	Feelings	1/19/1993	PA0000626573
72.	Fess' Carousels	1/30/2017	PAu3-865-900
73.	Firecracker	12/31/2007	PA0001636275
74.	First Time	4/29/2014	PA0001904166
75.	Five To One	1/11/1968	EU0000057930
76.	Float On	11/8/2004	PA0001159886
77.	Flor D'luna	10/16/1978	PA0000021411
78.	Flyin' Shoes	3/2/1999	PA0000933776
79.	FM	6/20/1979	PA0000017178
80.	Forbidden	5/9/2019	PA0002187777

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	Song Title	Copyright Date	Copyright Reg. Number
81.	Forever In Love	12/11/1992	PA0000597869
82.	Framed	9/16/2019	PA0002206335
83.	From This Day On	2/6/1992	PAu001603111
84.	Full Moon Man	6/2/1980	PA0000096404
85.	Future Breeds	12/20/2010	PA0001738830
86.	Garden Of Man	6/2/1980	PA0000096406
87.	Gentle On My Mind	3/10/1967	EP0000228680
88.	Get Out Of Our Way	8/23/2019	PA0002195903
89.	Get Ur Freak On	11/26/2002	PA0001146413
90.	Give It Time	11/25/2018	PAu003953054
91.	Go Daddy-O	9/24/1998	PA0000756693
92.	Goin' Down South	9/22/1998	PA 926-648
93.	Gold On The Ceiling	12/15/2011	PA0001799048
94.	Good For You	11/4/2020	PA0002268889
95.	Goodbye	4/18/1988	PAu001098172
96.	Goodbye My Friend	9/26/1988	PA0000383078
97.	Green Flower Street	10/28/1982	PA0000154240
98.	Hash Pipe	5/21/2001	PA0001046402
99.	Heavy Disco Trip	3/18/1995	PA0001077873
100.	Hell Of A Life	5/24/2012	PA0001791338
101.	Hello I Love You	1/11/1968	EU0000057932
102.	Hey Nineteen	12/24/1980	PA0000090149
103.	Highland Lassie	1/25/1988	RE0000407230
104.	Holding You Down (Goin' In Circles)	7/25/2013	PA0001854461
105.	Hours On End	5/9/2019	PA0002187771
106.	I Ain't That Lonely Yet	4/12/1993	PA0000609823
107.	I Believe In You	4/16/1982	PA0000135057
108.	I Believe It's Time	6/16/1997	PAu002208016
109.	I Can Make You A Man	3/20/1974	EU0000472816
110.	I Got You Babe	8/24/1965	EP0000207669
111.	I Just Can't Help Believin'	6/11/1968	EU0000056850
112.	I Just Threw Out The Love Of My Dreams	3/18/1997	PA0000832855
113.	I Try	2/8/2000	PA0000986833
114.	I Will Always Hold You In My Heart	12/7/1999	PA0000976417
115.	I Won't Give Up	7/26/2012	PA0001833354
116.	I.G.Y. (What A Beautiful World)	10/28/1982	PA0000154237
117.	If Ever You're In My Arms Again	6/28/1984	PA0000221085
118.	If I Close My Eyes	12/10/1991	PA551434
119.	If I Needed You	10/20/1972	EU360774
120.	If You Have Ghosts	11/16/1981	PA0000121173

Exhibit A
The Works

	Song Title	Copyright Date	Copyright Reg. Number
121.	If You Wanna Be Happy	12/31/1962	EU0000751116
122.	If Your Girl	2/3/1997	PA0000790596
123.	I'll Be Here In The Morning	2/20/1968	EP243383
124.	I'm Going Home	10/31/1983	PA0000207152
125.	I'm Not The Only One	11/30/2017	PA2104342
126.	I'm Really Hot	4/25/2005	PA0001284527
127.	In The Garage	3/20/1996	PA0000787862
128.	Into Dust	9/18/1995	PA0000746047
129.	Island In The Sun	5/21/2001	PA0001046403
130.	Jack Of Speed	7/26/1996	PAu002110731
131.	Jedidiah	12/20/2010	PA0001738830
132.	Journey To The End Of The East Bay	10/2/1995	PA 762-716
133.	Jungle Book	5/8/1980	SRu000013232
134.	Just A Feeling	11/30/2017	PA2104366
135.	Just Like Old Times	2/14/2007	PA0001367794
136.	Just Like Overnight	9/16/2019	PA0000220632
137.	Just Once	1/9/1981	PAu000260192
138.	Keep Fishin	6/6/2002	PA0001092084
139.	King Of Swing	9/24/1998	PA0000909882
140.	Lazy Nina	5/17/1985	PA0000255942
141.	Lean Wit It, Rock Wit It	3/14/2006	PA0001163832
142.	Let It Go	6/2/1980	PA0000096405
143.	Levitating (Feat. Madonna And Missy Elliott) [The Blessed Madonna Remix]	3/31/2021	PA0002304881
144.	Light My Fire	1/9/1967	EU0000973902
145.	Like A Force Of Nature	9/16/2019	PA0002206314
146.	Like A Summer Thursday	1/11/1996	EP0000249741
147.	Like Lovers Do	4/4/1988	PA0000364096
148.	Like What (Freestyle)	4/10/2000	PA0001009956
149.	Living Dead Girl	3/14/2000	PA0000960690
150.	Lo/Hi	7/25/2019	PA0002201624
151.	Long Year	12/6/2000	PA0001030033
152.	Look Again	3/24/2021	PA0002351571
153.	Look Again	5/8/1980	SRu000013233
154.	Looking For The Right One	6/12/1979	PA0000035154
155.	Lose Again	9/16/2004	RE0000904273
156.	Love Has No Pride	9/15/1970	EU0000206200
157.	Love Her Madly	4/2/1971	EU0000241351
158.	Love Me Two Times	10/3/1967	EU0000017983
159.	Love Reunited	11/13/1987	PA0000348403

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	Song Title	Copyright Date	Copyright Reg. Number
160.	Love Street	1/11/1968	EU0000057926
161.	Maddest Kind Of Love	9/24/1998	PA0000915060
162.	Make Your Own Kind Of Music	7/25/1968	EU0000064124
163.	Malibu Shadow	12/11/2018	PA0002153401
164.	Man On A Mission	8/8/2025	PA0002552935
165.	Mary Jane (All Night Long)	11/15/2024	PA0002505050
166.	Maxine	10/28/1982	PA0000154242
167.	Mercedes Benz	1/6/1971	EU0000226499
168.	Moment Of Your Life	6/8/1999	PA0000955273
169.	Moonlight Drive	10/3/1967	EU0000017984
170.	Move Over	3/22/1971	EU0000237872
171.	Mr Mom	9/21/2004	PA0001241516
172.	Mr Pinstripe Suit	9/24/1998	PA0000915062
173.	Mr. Roboto	3/4/1983	PA0000166498
174.	Mr. Vain	10/26/1993	PA0000669578
175.	My Front Porch Looking In	4/3/2003	PA0001126341
176.	My Name Is Jonas	3/20/1996	PA0000787870
177.	Need U Bad	9/28/2010	PA0001734091
178.	Never Gonna Let You Go	4/27/1982	PA0000136465
179.	New Connection	5/10/2002	PA0001087699
180.	New Frontier	10/28/1982	PA0000154241
181.	No One Else	12/11/2018	PA2157152
182.	No One Else	3/20/1996	PA0000787861
183.	No Place To Fall	3/22/1999	PA0000933775
184.	O Girlfriend	5/21/2001	PA0001046409
185.	Obsession	3/24/2021	PA0002351561
186.	Obsession	5/8/1980	SRu000013229
187.	Ocean Breathes Salty	11/8/2004	PA0001159887
188.	On And On	9/11/1975	EU0000616401
189.	On Broadway	2/26/1963	EU0000759187
190.	On My Love	5/9/2019	PA0002187779
191.	One Minute Man	11/13/2001	PA0001093248
192.	One More Night	6/15/1978	PA0000025453
193.	Only In Dreams	3/20/1996	PA0000787863
194.	Only The Heart Within You	10/10/1978	PA0000027671
195.	Out All Night	6/3/1998	PA0000894818
196.	Outside (Better Days)	3/28/2023	PA0002407862
197.	Overdose On Sin	8/23/2019	PA0002196023
198.	Overture	10/31/1983	PA0000207152
199.	Pancho And Lefty	10/20/1972	EU0000364670

Exhibit A
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	Song Title	Copyright Date	Copyright Reg. Number
200.	Parked Cars	11/13/1989	PA0000440147
201.	Pass That Dutch	3/15/2005	PA0001285856
202.	Peace Frog	1/23/1970	EU0000159614
203.	People Are Strange	8/10/1967	EU0000009348
204.	People Who Died	2/20/1981	PA0000093270
205.	Perfect Situation	4/21/2005	PAu003002545
206.	Phat Butt	9/6/2005	PA0001162313
207.	Pick Up The Pieces	9/6/1974	EU0000518244
208.	Piece Of Cake	4/16/2019	PA0002180140
209.	Pink Triangle	11/18/1996	PA0000819480
210.	Planet Schmanet Janet	10/31/1983	PA0000207152
211.	Play A Train Song	11/17/2011	PA0001765741
212.	Pork And Beans	2/17/2011	PA0001738319
213.	Positively Negative	6/3/1998	PA0000894824
214.	Pueblo Waltz	3/22/1999	PA0000933773
215.	Pursuit Of Happiness	2/3/2022	PA0002334915
216.	Pussy Liquor	9/18/2003	PA0001189129
217.	Really Wanting You	10/29/2002	PA0001115955
218.	Renegade	11/13/1978	PA0000016571
219.	Rex's Blues	3/22/1999	PA0000933773
220.	Riders On The Storm	4/2/1971	EU0000244354
221.	Roadhouse Blues	1/23/1970	EU0000159608
222.	Rockingchair Dancer	12/11/2018	PA0002153369
223.	Ruby Soho	10/2/1995	PA 762-716
224.	Running	10/25/1988	PA0000443806
225.	Santa Claus Is Comin' To Town	10/23/1934	EP44455
226.	Saturday Night At The Movies	11/6/1964	EU0000852772
227.	Say It Ain't So	3/20/1996	PA0000787865
228.	Science Fiction Double Feature	3/20/1974	EU0000472810
229.	Scum Of The Earth	7/31/2000	PA0001050513
230.	Separate Lives	7/12/1985	PA0000257644
231.	She's Kerosene	8/14/2018	PA0002150565
232.	Showed Me (How I Fell In Love With You)	11/1/1965	EU0000913486
233.	Silver Springs	10/31/1976	EU0000713078
234.	Skiin In The Morning	12/15/1988	RE0000407227
235.	Sleeping Satellite	6/21/1993	PA0000643372
236.	Snowflake	12/11/2018	PA0002153372
237.	Soft Parade	7/14/1969	EU127360
238.	Something Like That	4/20/1999	PA0000951673
239.	Soul Kitchen	10/3/1967	EP0000238887

Exhibit A
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	Song Title	Copyright Date	Copyright Reg. Number
240.	Standing In Line	1/19/1982	PA0000126228
241.	Staple It Together	5/25/2005	PA0001293405
242.	Start All Over Again	8/26/1991	PA0000541411
243.	Starting From Scratch	12/11/2018	PA0002153413
244.	Starting Over	10/29/2020	PA0002268280
245.	Still Lookin' For You	4/1/1987	PA0000328820
246.	Story Of Love	8/26/1991	PA0000541411
247.	Strange Days	10/3/1967	EU0000017981
248.	Stranger In My House	3/22/2001	PA0001032957
249.	Subway Song	3/24/2021	PA0002351568
250.	Subway Song	5/8/1980	SRu000013231
251.	Summer Elaine And Drunk Dori	8/28/2017	PA 2-089-135
252.	Summer Wind	10/25/1988	PA0000443806
253.	Superbeast	3/14/2000	PA0000960690
254.	Surf Wax America	3/20/1996	PA0000787869
255.	Susanne	9/17/1996	PA0000813665
256.	Sweet Transvestite	3/20/1974	EU472813
257.	Take It As It Comes	10/30/1967	EP0000238882
258.	Talking Reality Television Blues	9/16/2019	PA0002206310
259.	T-Bone Boogie	12/5/2000	PAu002555767
260.	Tell All The People	7/14/1969	EU118133
261.	Tell You What I Did (Feat. Zitah)	9/23/2002	PA0001060434
262.	That's Just Life	3/24/2021	PA0002351560
263.	That's Just Life	5/8/1980	SRu000013228
264.	The Ballad Of Lucy Jordan	6/2/1980	PA0000071436
265.	The Beat Goes On	3/16/1967	EP0000244389
266.	The Blues On Banjo	9/16/2019	PA0002206327
267.	The Crystal Ship	1/9/1967	EU0000973903
268.	The Golden Fall Pt. 1	8/23/2019	PA0002196002
269.	The Goodbye Look	10/28/1982	PA0000154239
270.	The River	5/9/2019	PA0002187778
271.	The Saddest Song	3/24/2003	PA0001113634
272.	The Way It Goes	8/2/2011	PA0001749943
273.	The Wedding Song	12/11/1992	PA0000597879
274.	The World Has Turned And Left Me Here	3/20/1996	PA0000787868
275.	There's A Light (Over At The Frankenstein Place)	3/20/1974	EU0000472812
276.	There's No Easy Way	11/7/1983	PA0000190118
277.	This Is Love	11/18/2013	PA0001881140
278.	This Is Such A Pity	4/21/2005	PAu003002545
279.	Through The Fire	12/31/1984	PA0000235442

Exhibit A
The Works

	Song Title	Copyright Date	Copyright Reg. Number
280.	Through The Wire	8/30/2004	PA0001256439
281.	Thunderbolt	8/23/2019	PA0002196003
282.	Time Bomb	10/2/1995	PA0000762716
283.	Tired Of Sex	11/18/1996	PA0000819474
284.	To Be Young (Is To Be Sad, Is To Be High)	5/13/2010	PA0001689422
285.	Tokyo Vogue	2/9/2009	PA0001636626
286.	Too Many Thoughts In My Head	4/16/2019	PA0002180142
287.	Too Much Time On My Hands	6/29/1981	PA0000107118
288.	Touch-A Touch-A Touch Me	3/20/1974	EU0000472818
289.	Turtles All The Way Down	5/1/2014	PA0001922795
290.	Twentieth Century Fox	10/30/1967	EP0000238885
291.	Twistable, Turnable Man	12/31/1985	PAu000797239
292.	Un Estate Italiana	1/23/1990	PA0000454351
293.	Undone	3/20/1996	PA0000787866
294.	Up To No Good	2/11/2010	PA 1-682-619
295.	Waitin' Around To Die	2/20/1968	EP0000243392
296.	Walk Between Raindrops	10/28/1982	PA000015423
297.	Walk On Water	4/4/1988	PA0000364104
298.	Walking On Air	11/13/1989	PA0000440148
299.	Watering Flowers In The Rain	9/16/2019	PA0002206356
300.	We Gotta Get Out Of This Place	8/5/1965	EU0000895700
301.	We Wish You The Merriest	6/1/1961	EP0000148791
302.	We're Going All The Way	6/20/1996	PA0000816929
303.	Whatcha Gonna Do For Me	7/1/1980	PA0000081104
304.	Whatever Happened To Saturday Night	10/31/1983	PA0000207152
305.	Whatever It Takes	4/29/2014	PA0001904168
306.	Whatever Will Be, Will Be (Que Sera, Sera)	8/15/1955	EU 406981
307.	When A Cowboy Trades His Spurs For Wings	12/12/2018	PA0002200221
308.	When It All Comes Down	4/28/2008	PAu000343900
309.	When The Music's Over	10/3/1967	EU0000017988
310.	When Will I Be Loved	5/16/1960	EP0000141392
311.	Whiskey, Mystics And Men	11/13/1998	PA0000921819
312.	Who's World Is This	10/7/2009	PA0001696335
313.	Why Bother?	11/18/1996	PA0000819476
314.	Why Did I Choose You?	2/12/1993	EP200912
315.	Wild Side (Feat. Cardi B)	2/3/1997	PA0000829508
316.	Wild Untamed Thing	10/31/1983	PA0000207152
317.	Wished Out	12/11/2018	PA0002153400
318.	Wooden Ships	6/12/1969	EU0000120661
319.	Work It	8/6/2003	PA0001153630

Exhibit A
The Works

	Song Title	Copyright Date	Copyright Reg. Number
320.	Working On A Song	9/16/2019	PA0002206304
321.	Yellin' In My Ear	9/30/1997	PA0000781283
322.	You & Me & The Bottle Makes 3 Tonight	9/24/1998	PA0000756691
323.	You Gave Your Love To Me Softly	6/12/1996	PA0000800073
324.	You Go To My Head	2/14/1938	EP67309
325.	You Got Away With It	2/14/2007	PA0001367796
326.	You Showed Me	11/1/1965	EU0000913486
327.	You're Lost Little Girl	10/3/1967	EU0000017982
328.	You've Lost That Lovin' Feelin'	1/27/1965	EP0000198070
329.	YVR	12/20/2010	PA0001738830
330.	Zero Results	12/20/2010	PA0001738830
331.	Zoot Suit Riot	9/25/1998	PA0000915164

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EXHIBIT B

