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16 ARTIST REVENUE ADVOCATES, LLC

17 **UNITED STATES DISTRICT COURT**  
18 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

19 ARTIST REVENUE ADVOCATES,  
20 LLC,

21 Plaintiff,

22 vs.

23 KANYE OMARI WEST a/k/a “YE;”  
GETTING OUT OUR DREAMS, INC.  
24 a/k/a G.O.O.D. MUSIC, a California  
corporation; GETTING OUT OUR  
DREAMS II, LLC, a Delaware limited  
25 liability company; YEEZY LLC, a  
Delaware limited liability company;  
26 YEEZY SUPPLY LLC, a Delaware  
limited liability company; OX PAHA  
27 INC. f/k/a MASCOTTE HOLDINGS,  
INC., a California corporation; UMG  
28 RECORDINGS, INC., a Delaware

Case No.:

**COMPLAINT FOR COPYRIGHT  
INFRINGEMENT - ACTION  
SEEKING NATIONWIDE  
RELIEF**

**DEMAND FOR JURY TRIAL**

1 corporation; UNIVERSAL MUSIC  
2 CORP., a Delaware corporation;  
3 UNIVERSAL MUSIC GROUP, INC., a  
4 Delaware corporation; KANO  
5 COMPUTING LIMITED, a United  
6 Kingdom private limited company;  
7 ALEXANDER NELSON KLEIN, an  
8 individual; ASHDUST LLP, a Delaware  
9 limited liability partnership;  
10 STEMLAYER LTD, a United  
11 Kingdom private limited company; and  
12 DOES 1 through 10,

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Defendants.

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1 Plaintiff Artist Revenue Advocates, LLC (“Plaintiff” or “ARA”) hereby  
2 complains and alleges as follows:

3 **NATURE OF THE ACTION**

4 1. This action concerns the blatant theft of a musical property—comprised  
5 of a musical composition and sound recording—created by four Grammy-award  
6 winning artists (collectively, “Artists”). Without the Artists’ permission, Kanye  
7 Omari West a/k/a “Ye” (“West”) included the Artists’ musical composition and  
8 sound recording MSD PT2 (the “Work”) in his songs *Hurricane* and *Moon*, the two  
9 leading tracks of his recent album, *Donda*.

10 2. The Work was a thoughtful creation meant as a rhythmic and melodic  
11 foundation that supports certain lyrics and flow. The Work was created to include  
12 many aspects of West Coast classic hip-hop, such as pre-recorded brass and piano  
13 with a strong vinyl filter to make the notes more distant, while including a sliding  
14 effect. The melody has a catchy hook with a smooth, urban vibe that’s  
15 both nostalgic and futuristic, creating a perfect musical canvas.

16 3. West and his codefendants here recognized the Work’s significant  
17 value and decided to use it in both *Hurricane* and *Moon*. The Defendants even  
18 requested approval to use the Work for *Hurricane*. That request was denied.

19 4. In the face of this rejection, rather than simply forego using the Work  
20 or discontinue using the Work, Defendants decided to steal it and continue to use it  
21 without permission. Defendants incorporated the Work into *Hurricane* and *Moon*,  
22 using it as the dominant musical part of both songs. The Work is the heart, melody  
23 and soul of both *Hurricane* and *Moon*.

24 5. Defendants then released *Hurricane* and *Moon* to the public knowing  
25 they had tried and failed to secure the rights to the Work and had no permission from  
26 the Artists and had no legal right to do so. In an act of blatant brazenness, Defendants  
27 even credited the Artists as songwriters and producers on both *Hurricane* and *Moon*.  
28 Of course, given that Defendants knew they did not have permission to use the Work,

1 the fact that they credit the Artists as songwriters and producers is effectively an  
2 admission of copyright infringement.

3 6. Defendants’ infringement was considered; the Work’s memorability  
4 fueled *Hurricane*’s remarkable success—not just commercial success, but also a  
5 Grammy Award for the Best Melodic Rap Performance and Best Rap Song. The  
6 Grammy winning melody of *Hurricane*, of course, is the Work.

7 7. This lawsuit is about more than Defendants’ failure to pay a fee. It is  
8 about the rights of artists, musicians, and songwriters to determine how their works  
9 are published and used. Intellectual property owners have a right to decide how their  
10 property is exploited and need to be able to prevent shameless infringers from simply  
11 stealing.

12 8. For nearly three years, Artists unsuccessfully attempted to collect their  
13 share of the proceeds from these songs. Unable to do so, and with nowhere left to  
14 turn, the Artists assigned their rights to ARA, which now brings this suit to collect  
15 their fair share of the profits. The assignment is being recorded with the United States  
16 Copyright Office.

17 **THE PARTIES**

18 9. Plaintiff ARA is a limited liability company, organized and existing  
19 under the laws of the State of Delaware.

20 10. Upon information and belief, Defendant West is an individual residing  
21 in the State of California, known for his work as a musician and producer.

22 11. Upon information and belief, Defendant Getting Out Our Dreams, Inc.  
23 a/k/a G.O.O.D. Music (“G.O.O.D.”) is a corporation organized and existing under  
24 the laws of the state of California with its principal place of business located at 20020  
25 Parthenia Street, Northridge, California 91324.

26 12. Upon information and belief, Defendant Getting Out Our Dreams II,  
27 LLC (“Dreams LLC” and along with West and G.O.O.D., collectively the “West  
28 Defendants”) is a limited liability company organized and existing under the laws of

1 the state of Delaware with its principal place of business located at 6 Centerpointe  
2 Drive, Suite 700, La Palma, California 90623.

3 13. Upon information and belief, Defendant Yeezy LLC is a limited  
4 liability company organized and existing under the laws of the state of Delaware  
5 with its principal place of business located at 20020 Parthenia Street, Northridge,  
6 California 91324.

7 14. Upon information and belief, Defendant Yeezy Supply LLC (along  
8 with Yeezy LLC, collectively the “Yeezy Defendants”) is a limited liability  
9 company organized and existing under the laws of the state of Delaware with its  
10 principal place of business located at 6 Centerpointe Drive, Suite 700, La Palma,  
11 California 90623.

12 15. Upon information and belief, West is a founder and owner of the West  
13 Defendants and Yeezy Defendants, over which he exercises authority and control.

14 16. Upon information and belief, Defendant Ox Paha Inc. f/k/a Mascotte  
15 Holdings, Inc. (“Mascotte”), is a corporation organized and existing under the laws  
16 of the state of California, with its principal place of business at 8025 Melrose  
17 Avenue, Los Angeles, California 90046. Upon information and belief, West controls  
18 the West Defendants and/or Yeezy Defendants through Mascotte in connection with  
19 the allegations contained herein.

20 17. Upon information and belief, Defendant UMG Recordings, Inc.  
21 (“UMG Recordings”) is a corporation organized and existing under the laws of the  
22 state of Delaware, with its principal place of business located at 2220 Colorado  
23 Avenue, Santa Monica, California 90404. Upon information and belief, Def Jam  
24 Recordings is a music label owned by and a division of UMG Recordings, 2220  
25 Colorado Avenue, Santa Monica, California 90404.

26 18. Upon information and belief, Defendant Universal Music Corp.  
27 (“Universal Music”) is a corporation organized and existing under the laws of the  
28 state of Delaware, with its principal place of business at 2105 Colorado Avenue,

1 Santa Monica, California 90404, and is credited as a publisher of *Hurricane* and  
2 *Moon*.

3 19. Upon information and belief, Defendant Universal Music Group, Inc.  
4 (along with UMG Recordings and Universal Music, collectively “UMG”) is a  
5 corporation organized and existing under the laws of the state of Delaware, with its  
6 principal place of business located at 2220 Colorado Avenue, Santa Monica,  
7 California 90404.

8 20. Upon information and belief, Defendant Kano Computing Limited  
9 (“Kano”) is a private limited company incorporated under the laws of the United  
10 Kingdom with its principal place of business at 3 Field Court, Gray’s Inn, London,  
11 WC1R 5EF.

12 21. Upon information and belief, Defendant Alexander Nelson Klein  
13 (“Klein”) is a citizen of the United Kingdom and co-founder and Chief Executive  
14 Officer of Kano.

15 22. Upon information and belief, Defendant AshDust LLP (“AshDust”) is  
16 a limited liability partnership organized and existing under the laws of the state of  
17 Delaware with its principal place of business located at 151 Further Lane, East  
18 Hampton, New York 11937.

19 23. Upon information and belief, Klein is a director and has a beneficial  
20 ownership interest in AshDust.

21 24. Upon information and belief Defendant StemPlayer LTD (along with  
22 Kano, Klein, and AshDust, collectively the “Stem Player Defendants”) is a private  
23 limited company incorporated under the laws of the United Kingdom with its  
24 principal place of business at Unit 12.1 11 – 29 Fashion Street, London, England E1  
25 6PX.

26 25. Upon information and belief, there are other individuals and entities  
27 unknown to Plaintiff, designated as Does 1 through 10, that may be liable or  
28 responsible in whole or in part for the allegations contained herein. Once the identity

1 and capacities of these Doe Defendants are ascertained, Plaintiff will amend and  
2 substitute their true names and capacities. Upon information and belief, Does 1  
3 through 10, inclusive are legally responsible in some manner, either vicariously or  
4 by virtue of his, her, or its agents, representatives, or employees, for the acts and  
5 occurrences alleged herein, and has thereby proximately caused injury or damage to  
6 Plaintiff.

7 26. Defendants including the fictitious doe defendants, and each of them,  
8 are sometimes collectively hereinafter referred to as “Defendants,” unless otherwise  
9 specified herein. Plaintiff is informed and believes and based thereon alleges that, at  
10 all times material hereto, each of the Defendants, including the fictitiously named  
11 Defendants, was acting in an individual, corporate, partnership, associate,  
12 conspiratorial or other capacity or as the agent, employee, co-conspirator, and/or  
13 alter ego of its co-defendants, and in doing the acts herein alleged, was acting within  
14 the course and scope of its authority as such partner, associate, agent, employee, co-  
15 conspirator, or alter ego, and with the permission, consent, knowledge,  
16 authorization, ratification and direction of its co-defendants, including all fictitiously  
17 named defendants.

18 **JURISDICTION AND VENUE**

19 27. The Court has federal question jurisdiction pursuant to 28 U.S.C.  
20 Sections 1331 and 1338(a) as this action arises under the Copyright Act, 17 U.S.C.  
21 § 101 et seq.

22 28. The Court has personal jurisdiction over Defendants because each has  
23 purposefully committed acts within the State of California that caused injury within  
24 the state. Furthermore, Defendants have purposefully availed themselves of the  
25 benefits of conducting business within the State of California by directing their  
26 activities with respect to the infringements complained of herein, including their  
27 marketing and promotion of the infringing work, to California residents, who are  
28 able to purchase, download, and stream the infringing compositions and recordings.



1 reminiscent of a vinyl disc can be heard, which provides some sliding notes and  
2 dissonance for the piano and marimba. The Work concludes with orchestral sounds  
3 as well.

4 38. The Work was duly registered with the United States Copyright Office,  
5 evidenced by Copyright Registration Nos. PAu 4-220-628 (registered on April 18,  
6 2024) and SRu 1-568-930 (registered on March 8, 2024).

7 39. The Work was never published by the Artists.

8 40. The Work was included in a “composer pack”—a collection of  
9 unpublished musical works that composers make available to potential buyers.

### 10 **THE COMPLAINED OF INFRINGEMENT**

11 41. The Artists never collaborated with West, nor did West ask for  
12 permission prior to using the Work.

13 42. Upon information and belief, West, the West Defendants, and UMG  
14 began working on an album, *Donda*, after 2018.

15 43. Two of the songs on *Donda* were *Hurricane* and *Moon*.

16 44. *Hurricane* and *Moon* each are copied from, include, and are  
17 substantially similar to the Work. Upon information and belief, *Moon* and *Hurricane*  
18 are connected works. *Moon* is a thematic continuation or emotional counterpart to  
19 *Hurricane*. On *Donda*, which is meant to honor West’s mother, *Hurricane* and *Moon*  
20 form the backbone of the album’s exploration of faith, loss, and personal growth.

21 45. West promoted *Donda* through so-called “listening parties” before the  
22 album’s release. These listening parties were meant to create interest in the album  
23 and its recording and would include public performances of the songs from *Donda*,  
24 including *Hurricane* and *Moon*.

25 46. The first listening party was held at ChurchLV in Las Vegas, Nevada  
26 on July 19, 2021. West performed both *Hurricane* and *Moon* at the event.

27 47. The second listening party was held at Mercedes-Benz Stadium,  
28 Atlanta, Georgia on July 22, 2021. This listening party, which included

1 performances of *Hurricane* and *Moon*, was in front of a sold out capacity crowd of  
2 42,000 people. More important, the listening party was live streamed by Apple to  
3 3.3 million viewers, Apple's largest live stream to that point.

4 48. The next listening party, on August 5, 2021, also was at the Mercedes-  
5 Benz Stadium. The August 5 listening party was again sold out and was live  
6 streamed by Apple to 5.4 million viewers, setting a new record to become Apple's  
7 largest live stream.

8 49. West held another listening party at Soldier Field in Chicago, Illinois  
9 on August 26, 2021, and was performed to a crowd of 38,000 people. Both  
10 *Hurricane* and *Moon* were featured in these performances.

11 50. It was reported that West earned approximately \$14 million from in-  
12 person merchandise sales during the two events at Mercedes-Benz Stadium.

13 51. *Donda* was finally released on August 29, 2021. *Donda* was released  
14 and distributed by the West Defendants and UMG. Upon information and belief,  
15 UMG released *Donda* on its Def Jam label. Upon information and belief, Def Jam  
16 is a division of UMG. *Hurricane* and *Moon* were included on *Donda*.

17 52. *Hurricane* and *Moon* also were promoted and distributed by the West  
18 Defendants and UMG.

19 53. All four of the Artists were credited as writers of *Hurricane*.

20 54. Three of the artists—DJ Kahlil, Mease, and Seeff—were credited as  
21 writers on *Moon*.

22 55. DJ Kahlil was credited as a producer of *Hurricane* and *Moon*.

23 56. The West Defendants did, at various times, seek the Artists' permission  
24 to include the Work in *Hurricane*. No permission was granted.

25 57. The Artists assigned all right, title and interest in the Work to ARA,  
26 including Copyright Registration Nos. PAu 4-220-628 and SRu 1-568-930. The  
27 assignment is being recorded with the United States Copyright Office. ARA now  
28 brings this suit.

**JOINT YEEZY FASHION AND DONDA PROMOTION**

1  
2 58. The Yeezy Defendants, the West Defendants, and UMG used the Work  
3 in marketing and promotional campaigns to sell Yeezy products and the *Donda*  
4 album.

5 59. Upon information and belief, the Yeezy Defendants, the West  
6 Defendants, and UMG jointly infringed the Work and made substantial profits from  
7 collaborations with Gap Inc. (“Gap”) and Kering S.A. a/k/a Balenciaga  
8 (“Balenciaga”) for *Donda* promotional events and content featuring *Hurricane* and  
9 *Moon*.

10 60. Upon information and belief, the Yeezy Defendants partnered with Gap  
11 and Balenciaga to integrate *Donda* with their fashion line to enhance visibility and  
12 drive consumer interest and sales.

13 61. At the *Donda* listening parties, West, adorned in outfits from the  
14 “Yeezy Gap Engineered by Balenciaga” collaboration, performed *Hurricane* and  
15 other tracks. The presence of Demna Gvasalia, Balenciaga’s creative director, on  
16 stage during these performances further highlighted the synergy between the music  
17 and fashion elements.

18 62. Demna Gvasalia’s involvement also extended to the design and  
19 thematic staging of the *Donda* events, ensuring that the events and fashion pieces  
20 sold at the events reflected both Balenciaga’s high-fashion aesthetics and the themes  
21 of the *Donda* album.

22 63. In addition, the music videos for *Hurricane* and *Moon* showcased  
23 products from the “Yeezy Gap Engineered by Balenciaga” line.

24 64. Upon information and belief, the launch of the Yeezy Defendants’  
25 fashion line with Gap and Balenciaga was strategically synchronized with the *Donda*  
26 listening events hosted by the West Defendants and UMG to create a unified  
27 promotional strategy that significantly boosted both the album’s and the fashion  
28 line’s success.



1 Defendants had control and authority over the way the Donda Stem Player was  
2 marketed and sold.

3 71. Upon information and belief, in or around August 2021, the West  
4 Defendants delivered *Hurricane* and *Moon* to the Stem Player Defendants for the  
5 purpose of including these tracks on the Donda Stem Player. The Stem Player  
6 Defendants reproduced *Hurricane* and *Moon* onto Stem Players sold worldwide.

7 72. *Hurricane* and *Moon* were included on the Donda Stem Player to sell  
8 and promote the device containing these tracks, as well as for other promotional  
9 purposes.

10 73. In or around August 2021, the *Donda* album was used to launch the  
11 Donda Stem Player and the Donda Stem Player was used for presales of the *Donda*  
12 album.

13 74. In or about October 2021, the Donda Stem Player, preloaded with the  
14 album *Donda*, including *Hurricane* and *Moon* was released. Defendants willfully  
15 distributed *Hurricane* and *Moon* by reproducing them onto the Donda Stem Player  
16 and selling the device to consumers worldwide.

17 75. West publicly stated that within the first 24 hours of launching his  
18 album, *Donda*, he sold 11,000 units of the Donda Stem Player, generating \$2.2  
19 million in revenue. West later stated that the Donda Stem Player earned more in sales  
20 than it would have if it were released on streaming platforms. In 2022, West  
21 announced that his upcoming *Donda 2* album would be released exclusively on the  
22 Donda Stem Player instead of being released on streaming.

23 76. The Donda Stem Player was marketed as a remixing tool, allowing  
24 users to remix songs downloaded on it. To add new songs to the Donda Stem Player,  
25 users must visit StemPlayer.com or other websites owned and controlled by West  
26 and/or the West Defendants.

27 77. Upon information and belief, the Donda Stem Player was intended by  
28 the West Defendants and the Stem Player Defendants to allow users to remix pre-

1 loaded stems or stems uploaded from the StemPlayer.com website. By incorporating  
2 the Work into *Hurricane* and *Moon* and selling them on the Donda Stem Player,  
3 Defendants reproduced, displayed, distributed, and created derivatives of the work  
4 without authorization or permission from Plaintiff. Further, Defendants tacitly  
5 authorized others to do the same.

6 78. Defendants reproduced and incorporated *Hurricane* and *Moon* into  
7 infringing advertisements by using these tracks in marketing the album *Donda* and  
8 the Donda Stem Player.

9 **THE INFRINGEMENT WAS WILLFUL AND IS ONGOING**

10 79. West's unlawful use of the Work follows an unfortunate pattern and  
11 practice of taking other artists' music without their permission.

12 80. Other instances of willful infringement by West include unauthorized  
13 use of music from Ozzy Osbourne and Donna Summer.

14 81. West's history of deliberate use of the music of others stands in stark  
15 contrast with his position as a supposed champion of artists' rights. In September  
16 2020, concurrent with West and his label's deliberate unlicensed use of the Work,  
17 West launched a series of tweets criticizing UMG, alleging exploitative practices  
18 toward artists. He shared over 100 pages of his recording contracts with UMG,  
19 detailing his grievances with the music industry's standard practices. West compared  
20 his treatment to "modern-day slavery," arguing that the current system traps artists  
21 in unfair deals.

22 82. West's tirade underscores the need for accountability and fair  
23 compensation across all levels of the music industry, including by those who  
24 advocate for change. By failing to pay artists for their contributions, West  
25 perpetuates the very injustices against which he claims to fight.

26 83. *Hurricane*, *Moon*, and *Donda* were and continue to be incredibly  
27 successful, and the success of each is attributable to their extensive infringement of  
28 the Work.

1 84. *Hurricane* received wide acclaim and significant commercial success.  
2 The song won Best Melodic Rap Performance at the 64th Annual Grammy Awards,  
3 leading to West tying Jay-Z’s record for the most Grammys among rappers.

4 85. All of the Artists were credited as songwriters of *Hurricane*. At the  
5 Grammy Awards, all four Artists “won” a Grammy Award and received winners’  
6 certificates for *Hurricane*.

7 86. The music video for *Hurricane* was directed by West and has garnered  
8 millions of views on various platforms.

9 87. *Moon* also saw significant success, being performed at the same  
10 listening parties and receiving widespread acclaim.

11 88. The Artists were excluded from all opportunities to collaborate and  
12 perform these songs despite their significant contributions.

13 89. The Work is also responsible for the success of the entire *Donda* album  
14 because the work forms the heart and soul of the lead tracks.

15 90. Upon information and belief, *Hurricane* and *Moon* have earned at least  
16 \$15 million in streaming revenue as of March 1, 2024.

17 91. The infringement has also significantly increased the value of  
18 Defendants’ music catalog.

19 92. West’s unlawful profits from the infringement extend into his other  
20 business ventures. On information and belief, West has a history of using his music  
21 to boost the value of his other brands and partnerships. West strategically integrates  
22 his music releases with marketing efforts for ventures such as the Yeezy® brand and  
23 his collaborations with Adidas and Gap. During the *Donda* listening events, West  
24 prominently showcased his Gap partnership by wearing a Yeezy® Gap® jacket and  
25 promoting Yeezy® merchandise, resulting in significant sales. *Hurricane* and *Moon*  
26 generated substantial hype, driving revenue for his fashion lines and other business  
27 ventures. Consequently, on information and belief, West’s profits from the  
28

1 unauthorized use of the Work for *Hurricane* and *Moon* include additional revenue  
2 and brand enhancement for West's ventures.

3 93. Defendants acted in concert by contributing to the unauthorized  
4 reproduction and distribution of Plaintiff's copyrighted work. West initiated and  
5 facilitated the creation and distribution of the infringing songs. UMG, despite  
6 knowing of the infringement, distributed the songs. Yeezy and its related entities  
7 used the songs for promotional purposes, and the Stem Player Defendants made the  
8 songs available through their devices, all knowing the infringing nature of the works.

9 **FIRST CAUSE OF ACTION**

10 **DIRECT COPYRIGHT INFRINGEMENT**

11 **(By Plaintiff Against All Defendants, and DOES 1 through 10)**

12 94. Plaintiff repeats and re-alleges and incorporates by reference each of  
13 the foregoing paragraphs as though fully set forth herein.

14 95. Plaintiff owns the copyrights in and/or to the Work, and Defendants'  
15 unauthorized reproduction, distribution, and public performance of the Work  
16 infringes on Plaintiff's exclusive rights in violation of the Copyright Act, 17 U.S.C.  
17 §§ 101 et seq.

18 96. *Hurricane* and *Moon* copy quantitatively and qualitatively the most  
19 distinct, important, recognizable, and significant portions of the Work.

20 97. Defendants have infringed Plaintiff's copyrights in and to the Work in  
21 various ways, including without limitation: (a) substantially copying and publicly  
22 performing, or authorizing the copying and public performances of the Work at live  
23 concerts, personal appearances, and on film, video, television, internet, and  
24 otherwise; (b) by authorizing the reproduction, distribution, and sale of the records,  
25 digital downloads, and streaming through the execution of licenses, and/or actually  
26 selling, manufacturing, and/or distributing the Work through various sources and  
27 outlets; (c) by substantially copying and the related marketing and promotion of the  
28 sale of the records, videos, downloads, streams, tickets to concerts and other

1 performances, and other merchandise; and (d) by participating in and furthering the  
2 aforementioned infringing acts, and/or sharing in the proceeds therefrom, all through  
3 substantial use of the Work in and part of *Hurricane* and *Moon* and the *Donda*  
4 album, packaged in a variety of configurations and digital downloads, streams,  
5 mixes, and versions, and performed in a variety of ways including internet, radio,  
6 concerts, personal appearances, film, television, downloads, streams, and otherwise.

7 98. Defendants acted in concert to directly infringe upon Plaintiff's  
8 copyright, contributing to the creation, distribution, and commercialization of the  
9 infringing works.

10 99. The West Defendants and UMG distributed the infringing songs, failing  
11 to follow usual clearance protocols.

12 100. The Stem Player Defendants distributed the infringing songs through  
13 the Donda Stem Player.

14 101. Defendants' conduct has been knowing, willful, and with complete  
15 disregard for Plaintiff's rights. Despite being denied permission, Defendants used  
16 significant and recognizable portions of the Work.

17 102. Defendants' conduct has been and continues to be knowing, willful, and  
18 with complete disregard of Plaintiff's rights.

19 103. Plaintiff are entitled to recover damages, including Defendants' profits  
20 attributable to the infringement, pursuant to 17 U.S.C. § 504(b).

21 WHEREFORE, Plaintiff prays for a judgment against all Defendants, and  
22 each of them, as follows:

23 1. For a judicial determination and Declaration to the effect that  
24 Defendants willfully infringed the copyrighted work alleged herein, referred to as  
25 the Work, in violation of the Copyright Act;

26 2. For a judicial determination and Declaration to the effect that the  
27 Defendants are directly, vicariously, and or contributorily liable for copyright  
28 infringement as alleged herein, as may be applicable;

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ATTORNEYS AT LAW  
LOS ANGELES

1           3. For an order enjoining Defendants, their officers, agents, employees,  
2 attorneys, successors in interest, licensees, partners, assigns, and those acting in  
3 concert or conspiracy with them, or at their direction or behest, and each and all of  
4 them, temporarily during the pendency of this action, and permanently thereafter  
5 from directly or indirectly:

6           a. infringing, contributing to, facilitating, permitting, encouraging,  
7 promoting, inducing, acting in concert with, aiding and abetting others to infringe  
8 and/or participating in the infringement of the copyright in the Work in any way to  
9 which Plaintiff is the owner of exclusive rights to the Work or derivative works  
10 based thereon;

11           b. copying, duplicating, selling, licensing, displaying, distributing,  
12 or otherwise using without authorization copies of the Work to which Plaintiff is the  
13 owner of exclusive rights to the Work or derivative works based thereon;

14           4. An award of damages suffered by Plaintiff as a result of the  
15 infringement and any profits of the Defendants attributable to the infringement;

16           5. For an award of costs;

17           6. For an award of pre and post judgment interest according to proof; and

18           7. For any further relief as may deemed just and proper by this Court.

19  
20 Dated: July 17, 2024

**BAKER & HOSTETLER LLP**

21  
22 By: /s/ Joelle A. Berle  
23       Joelle A. Berle  
24       Alexis B. Cruz

and

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28