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15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**

17 WIXEN MUSIC PUBLISHING, INC., a
18 California corporation,
19 Plaintiff,

20 v.

21 META PLATFORMS, INC., a
22 Delaware corporation, and DOES 1 to
23 10,
24 Defendants.

Case No. 2:26-CV-00752-JFW-AS

**DEFENDANT META
PLATFORMS, INC.’S NOTICE
OF MOTION AND MOTION TO
DISMISS PLAINTIFF’S FIRST
AMENDED COMPLAINT**

The Honorable John F. Walter

Date: August 3, 2026
Time: 1:30 p.m.
Location: 7A

ORAL ARGUMENT REQUESTED

NOTICE OF MOTION AND MOTION

TO THE COURT, ALL PARTIES, AND COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT on August 3, 2026¹ at 1:30 p.m., in Courtroom 7A of the above-captioned court, located at 350 W. 1st Street in Los Angeles, California, Defendant META PLATFORMS, INC. will and hereby does respectfully move for an order dismissing the First Amended Complaint, Dkt. No. 27 (“FAC”), pursuant to Federal Rule of Civil Procedure 12(b)(6) for failure to state a claim.

This Motion is based on this Notice of Motion and the Memorandum of Points and Authorities filed concurrently herewith, all pleadings and filings in this matter, and any further argument or evidence as the Court may consider before ruling on this Motion.

L.R. 7-3 Statement of Compliance

This motion is made following the conference of counsel pursuant to L.R. 7-3, which took place on Monday June 8, 2026. *See* Declaration of Michael Calvanico in Support of Defendant’s Motion to Dismiss (“Calvanico Decl.”) at ¶ 3. Counsel conferred in good faith but were unable to reach a resolution on the issues presented in this Motion. *Id.*

Dated: June 15, 2026

Respectfully submitted,

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¹ Section 5(a) of this Court’s Standing Order requires parties to notice any motion hearing for a Monday within 35 calendar days after service of the motion. *See* Dkt. No. 9. The Court’s Motion Calendar indicates, however, that all available Monday hearing dates within that time range are closed. Counsel for Meta reached out to the Court’s Deputy Clerk concerning this issue and received instructions to notice the next available date (*i.e.*, August 3, 2026).

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1 **INTRODUCTION**

2 This case arises from a failed license renewal—and the routine wind-down
3 period that followed. Plaintiff Wixen Music Publishing, Inc. is a publishing
4 administrator that purportedly aggregates and licenses a catalog of musical works on
5 behalf of its clients. FAC ¶¶ 12-13. For several years, Wixen licensed that catalog to
6 Meta under agreements governing the use of music across Meta’s services. When the
7 parties were unable to reach agreement on renewal terms, that license terminated.

8 Rather than accept the commercial consequences of that failed negotiation,
9 Wixen filed this lawsuit, seeking to transform a routine licensing dispute into a
10 sweeping copyright and tort dispute involving 681 asserted works and more than
11 \$102 million in claimed statutory damages. Wixen alleges, on the one hand, that Meta
12 acted wrongfully by removing certain works too early (*i.e.*, pre-termination)—
13 purportedly harming Wixen’s client relationships. At the same time, it alleges that
14 Meta acted unlawfully by failing to remove works quickly enough after the license
15 terminated. These inconsistent theories reflect how this case is not about any actual
16 misconduct, but about dissatisfaction with the result of a failed business negotiation.
17 Wixen’s FAC is plagued by deficiencies as a result.

18 Those deficiencies begin with standing. Wixen alleges only that it “administers”
19 works owned by others and is the “exclusive licensee and/or owner” of a music
20 catalog. FAC ¶¶ 5, 12-13. Courts in this District have repeatedly rejected that
21 perfunctory allegation by Wixen as insufficient to establish standing. Although Meta
22 expressly raised this standing defect during the parties’ L.R. 7-3 conference, Wixen’s
23 amended pleading does not identify any Work it owns, any exclusive right it
24 purportedly holds, or any agreement conferring such rights, even as it *doubled* the
25 number of asserted Works. That defect is particularly acute as to the pre-1978 Works
26 referenced in the FAC, as to which an exclusive licensee may not pursue infringement
27 claims on its own.

28 Even if Wixen could eventually establish standing, its direct infringement

1 claim independently fails as to the vast majority of the Works at issue. Despite
2 doubling the scope of the case from 331 to 681 asserted Works, Wixen still relies on
3 the same two examples from the original complaint (“*Light My Fire*” and “*Mr.*
4 *Roboto*”) and the same small set of undated screenshots that Wixen claims show that
5 certain tracks were searchable at some unspecified point. FAC ¶¶ 20-21, Ex. B. Yet
6 for 652 Works—the vast majority of asserted Works, including each of the newly
7 added Works—the FAC alleges no facts *at all*. That is dispositive as to those Works.

8 The contributory infringement claim fares no better. As this Court has
9 repeatedly recognized, contributory liability requires a predicate act of infringement
10 by a third party. Yet even after amending its pleading, Wixen musters only a *single*
11 Work that was allegedly used by a third-party post-termination (“*Mr. Roboto*”). FAC
12 ¶ 21. Aside from that solitary example, the FAC relies on mere speculation that
13 “thousands of reels” must exist. *Id.* ¶ 48. That is insufficient as a matter of law.

14 The state-law claims reflect similar overreach. Each is premised on a handful
15 of context-free allegations about routine communications concerning licensing status
16 and ownership disputes that are commonplace in the music industry. Wixen’s
17 defamation claim fails because—especially when evaluated from the standpoint of
18 music-industry participants navigating a licensing dispute—the alleged statements
19 concern entirely ordinary rights-management issues, are not reasonably susceptible
20 to defamatory meaning, and are not false.

21 The trade libel claim fails for similar reasons. The alleged statements do not
22 plausibly constitute actionable disparagement because none disparage the quality of
23 Wixen’s services. Wixen has also not plausibly alleged special damages with the
24 specificity required for a trade libel claim. And the tortious interference claim fails
25 because, even after materially expanding the FAC, Wixen still does not identify any
26 actual contract allegedly interfered with, let alone plausibly allege Meta’s knowledge
27 of or intent to interfere with any such agreement.

28

1 In short, the FAC attempts to leverage a failed license negotiation into
2 sweeping liability across copyright and tort—but fails to allege the threshold facts
3 required to proceed. The Court should dismiss the FAC in its entirety.

4 **BACKGROUND**

5 Meta Platforms, Inc., formerly known as Facebook, Inc., owns and operates
6 Facebook, Instagram, and WhatsApp—three of the most widely used digital
7 platforms in the world—with billions of active users who create, share, and consume
8 content across them. FAC ¶¶ 2, 14-15, 18. Among many features available to them,
9 Facebook and Instagram users can “create, share, and watch videos.” *Id.* ¶ 15. They
10 can also add photos, videos, text, and music to their “posts,” “stories” (content that
11 disappears after 24 hours), and “reels” (short videos that generally last 5-60 seconds).
12 *Id.* WhatsApp users can also upload a photo or video to their “status,” and “search
13 for and select a music clip” to “accompany” it. *Id.* ¶ 16.

14 Meta maintains a “Music Library” from which users can select and incorporate
15 music into their videos. *Id.* ¶ 2. The sound recordings are sourced directly from record
16 labels and music distributors under licenses in which the providers grant Meta all
17 rights necessary to offer the content to Meta’s users. *Id.* ¶ 23. Meta’s online “Help
18 Centers” reinforce to users that “Meta is obligated to uphold our agreements with the
19 rights holders of the music that’s available in our licensed music library,” and that
20 “[t]hese agreements are designed to protect artists, songwriters, and their works.” *Id.*

21 **A. The Wixen-Meta License And Its Termination**

22 A serial litigant, Wixen is a “publishing administrator” that claims to
23 “administer[]” more than 100,000 songs written and/or owned by its clients. FAC ¶¶
24 12-13. The FAC does not identify which, if any, of those works Wixen owns, nor
25 does it allege—on a Work-by-Work basis—what exclusive rights Wixen purportedly
26 holds. *Id.* It instead describes its role in terms of administering, licensing, and
27 managing rights “on behalf of” others. *Id.* ¶ 5. Wixen’s FAC identifies 681 “Works”
28 in its Exhibit A. But even as it more than doubled the number of asserted Works (up

1 from 331 in the original Complaint), the FAC still does not distinguish among the
2 Works Wixen allegedly owns, the rights Wixen allegedly holds, or the basis on which
3 Wixen claims authority to sue as to any particular Work. Nor does it attach, quote
4 from, or describe any agreement conferring exclusive rights in any specific Work.

5 Meta’s relationship with Wixen dates back to approximately March 2018,
6 when Wixen began licensing the catalog it administers to Meta through a series of
7 agreements and amendments (collectively, the “Wixen-Meta License”). *Id.* ¶ 24. For
8 several years, the Wixen-Meta License governed the use of Wixen’s catalog on
9 Meta’s services. *Id.* In March 2025, with the latest iteration of the Wixen-Meta
10 License soon up for renewal, Meta proposed updated licensing rates to reflect
11 prevailing market conditions. Wixen declined, and the license terminated as of
12 December 10, 2025. *Id.* ¶¶ 25-26. The Complaint arises from that failed renewal and
13 the brief transition period shortly before and after the license expired.

14 **B. Meta’s Pre-Termination Communications With Stakeholders**

15 Wixen alleges that “[i]n or around late October 2025,” while the Meta-Wixen
16 License was still in effect, Meta “began removing the music of certain Wixen clients”
17 from Meta’s services. *Id.* ¶ 30. Wixen does not allege that the removal of any music
18 breached the Meta-Wixen License, yet it characterizes this removal as a deliberate
19 effort to “damage Wixen’s relations with its clients,” and alleges that “a number of
20 Wixen’s clients contacted Wixen to inquire why their music had been removed.” *Id.*
21 According to the FAC, Meta directed rightsholders to resolve ownership disputes
22 with Wixen and then updated its records following resolution. *Id.* ¶ 38.

23 The FAC then recounts a series of alleged communications between Meta and
24 various unnamed managers, publishers, and attorneys allegedly affiliated with
25 Wixen’s former clients. *Id.* ¶¶ 33-43. As Wixen itself acknowledges, the alleged
26 communications arose during a period of licensing uncertainty in the Fall of 2025,
27 and concern whether Wixen or successor publishers were properly claiming rights to
28 certain works, whether relinquishment procedures had been completed, and what

1 information Meta needed to update its internal systems. The FAC alleges that Meta
2 directed publishers and rightsholders to resolve ownership and relinquishment issues
3 directly with Wixen and to provide updated catalog information through ordinary-
4 course data-exchange processes. *Id.* ¶¶ 31, 38, 40.

5 The FAC alleges that Meta communicated to these various stakeholders that
6 particular music remained unavailable because of “ownership claims,” unresolved
7 relinquishment issues, or the need for Wixen to submit additional materials through
8 Meta’s standard processes. *Id.* ¶¶ 31, 35, 38, 40, 43. For example, the FAC quotes a
9 November 24, 2025 email from a Meta employee, which responded to an inquiry
10 from an unidentified “Management Company” and explained that “publishers must
11 resolve their ownership conflicts and disputes directly with each other,” that Wixen
12 would need to deliver relinquishment information “as per our standard data delivery
13 processes,” and that Meta had “reminded Wixen of this process.” *Id.* ¶ 38.

14 The FAC repeatedly attempts to characterize these ordinary-course
15 communications as part of some “pressure campaign.” *Id.* ¶¶ 32, 40, 45, 50. But the
16 allegations themselves describe benign communications concerning typical issues
17 that accompany the wind-down of a large-scale music licensing relationship. To be
18 sure, the FAC alleges that some of the recipients of these communications drew
19 negative conclusions about Wixen’s competence and its administration practices. *Id.*
20 ¶¶ 34, 36, 41-45. But even the vague and context-free snippets quoted in the FAC
21 depict Meta personnel going about their jobs by responding to questions about
22 ownership disputes, relinquishment status, and any next steps needed to restore music
23 to Meta’s services. None of that constitutes a plausible attempt to defame or disparage
24 Wixen. *Id.* ¶¶ 31-43.

25 The FAC further alleges that Meta “interfere[d]” with certain unidentified
26 contracts with certain unidentified Wixen clients. *Id.* ¶¶ 98-103. But it still identifies
27 no contract, no contract terms, no obligation that was supposedly disrupted, and no
28 facts plausibly showing Meta’s knowledge of or intent to interfere with any specific

1 agreement. *Id.* And while the FAC conclusorily alleges that Meta’s conduct
2 “prevented Wixen’s performance or made Wixen’s performance more expensive or
3 difficult,” it still does not plausibly allege that Meta caused any actual breach,
4 disruption, or impairment of any contractual relationship. *Id.* ¶ 100.

5 **C. The Alleged Post-Termination Infringement**

6 Wixen alleges that after the Wixen-Meta License expired on December 10,
7 2025, Meta directly infringed its copyrights by reproducing, distributing, creating
8 derivative works, and publicly performing the Works on Meta’s unspecified “Apps.”
9 *Id.* ¶¶ 46-49, 58, 60. Yet even after amending its pleading to dramatically expand the
10 scope of its infringement claims, the FAC still does not even attempt to allege a single
11 instance of purported infringement for 652 of the 681 asserted Works. That is, for the
12 overwhelming majority of the Works at issue—including all 350 of the newly added
13 Works—the FAC alleges no facts regarding where any such Work appeared, when
14 any alleged post-termination use occurred, what infringing conduct supposedly took
15 place, or how Meta allegedly infringed any particular Work. Nor does the FAC
16 identify which service—Facebook, Instagram, or WhatsApp—is tied to the alleged
17 acts of infringement. *Id.* ¶¶ 2, 24. Remarkably, despite expanding the number of
18 Works at issue by the hundreds, the FAC still relies on the exact same, limited set of
19 screenshots and illustrative examples from its original pleading. *Id.* ¶¶ 20-21, Exs.
20 A-B.

21 Wixen also asserts a theory of contributory infringement. *Id.* ¶¶ 68-71. While
22 the FAC alleges that certain Works remained searchable in the Music Library after
23 December 10, 2025, *see id.* ¶¶ 46-49, it provides only one example of purported
24 contributory infringement: a solitary screenshot relating to a search for the song “*Mr.*
25 *Roboto.*” FAC ¶ 21. Beyond that, the FAC does not identify a single user, a single
26 reel, or a single act of copying, synchronization, or distribution by any user after the
27 license terminated. Instead, it relies on generalized assertions that users “have made
28 unauthorized reproductions” because certain tracks remained searchable at some

1 unspecified point in time. *Id.* ¶¶ 20-21, 69; Exs. A-B. From that flimsy basis, the FAC
2 relies on the generalized allegation, notably made “*on information and belief*,” that
3 “thousands of reels” must incorporate the Works because certain tracks allegedly
4 remained searchable. *Id.* ¶ 48 (emphasis added). Nor does Wixen allege that it ever
5 submitted DMCA-compliant takedown notices to Meta. Nonetheless, based on these
6 bare allegations, Wixen seeks more than \$102 million in statutory damages for
7 alleged willful infringement.

8 **LEGAL STANDARD**

9 To survive dismissal under Rule 12(b)(6), a complaint must “contain sufficient
10 factual matter, accepted as true, to ‘state a claim to relief that is plausible on its face.’”
11 [Ashcroft v. Iqbal](#), 556 U.S. 662, 678 (2009). “[W]here the well-pleaded facts do not
12 permit the court to infer more than the mere possibility of misconduct,” there is no
13 plausible claim for relief. *Id.* at 679. Merely reciting legal conclusions is not enough,
14 as courts are “not bound to accept as true a legal conclusion couched as a factual
15 allegation.” [Bell Atl. Corp. v. Twombly](#), 550 U.S. 544, 555 (2007).

16 The Court should not accept as true allegations that are merely conclusory,
17 unwarranted deductions of fact, or unreasonable inferences. [BWP Media USA, Inc. v.](#)
18 [Linkbucks.com, LLC](#), 2014 WL 12596429, at *2 (C.D. Cal. Aug. 8, 2014) (Walter,
19 J.). Dismissal can be based on either a “lack of a cognizable legal theory or the
20 absence of sufficient facts alleged under a cognizable legal theory.” [Balistreri v.](#)
21 [Pacifica Police Dep’t](#), 901 F.2d 696, 699 (9th Cir. 1990).

22 **ARGUMENT**

23 **I. WIXEN’S COPYRIGHT CLAIMS FAIL FOR LACK OF STANDING**

24 **A. Wixen Has Not Plausibly Alleged That It Holds The Exclusive** 25 **Rights Needed To Bring Its Copyright Claims**

26 Wixen’s copyright infringement claims fail at the outset because it has not
27 plausibly alleged that it holds the exclusive rights needed to sue under the Copyright
28 Act. Copyright standing is strictly limited: only “[t]he legal or beneficial owner of an

1 exclusive right under a copyright” may bring an infringement claim. [17 U.S.C. §](#)
2 [501\(b\)](#). A plaintiff must therefore allege that it owns—or exclusively licenses—at
3 least one of the enumerated rights in Section 106. [Righthaven LLC v. Hoehn](#), 716
4 F.3d 1166, 1169 (9th Cir. 2013).

5 The Ninth Circuit has likewise held that a party claiming rights derived from
6 a copyright co-owner lacked standing where it could not establish that it holds an
7 *exclusive* right under the Copyright Act. See [Sybersound Recs., Inc. v. UAV Corp.](#),
8 517 F.3d 1137, 1145 (9th Cir. 2008). The court explained that, because a co-owner
9 “may not limit the other co-owners’ independent rights to exploit the copyright,” any
10 purported transfer that does not convey exclusivity as against all co-owners amounts
11 at most to a nonexclusive license—and a nonexclusive licensee “lacks standing to
12 bring ... copyright infringement claims.” *Id.* at 1146. More recently, the Ninth Circuit
13 in [Tresóna Multimedia, LLC v. Burbank High Sch. Vocal Music Ass’n](#) held that a
14 licensing company lacked standing to pursue copyright infringement claims where it
15 acquired rights from only certain co-owners. 953 F.3d 638, 645-46 (9th Cir. 2020).

16 Applying these principles, courts in this District have repeatedly rejected
17 Wixen’s pleadings on standing grounds. In [Wixen v. Pandora Media, Inc.](#), Judge
18 Wilson was “unable to plausibly infer [Wixen’s] standing from the complaint”
19 because Wixen pleaded only that it “administers” a catalog of songs “written and/or
20 owned” by its clients. Order Granting Mot. to Dismiss, No. 2:19-cv-05278 (C.D. Cal.
21 July 7, 2020), Dkt. No. 68 (“*Pandora*”); see also Calvanico Decl. Ex. A. Similarly,
22 in [Wixen v. Triller, Inc.](#), the court dismissed Wixen’s [complaint](#) where it alleged that
23 it was the “exclusive licensee and/or owner” of the works—a formulation the court
24 agreed was “conclusory and even contradictory” of allegations that the “songwriters
25 themselves own the songs.” Order Granting Mot. to Dismiss, No. 2:20-cv-10515
26 (C.D. Cal. Feb. 24, 2021) Dkt. No. 33 (“*Triller*”); see also Calvanico Decl. Exs. B,
27 D.
28

1 The FAC suffers from these same defects. Although Meta raised standing as a
2 threshold issue with Wixen’s original complaint, Wixen chose to double down: even
3 as it now asserts infringement as to 681 Works, it still does not identify any Work it
4 owns, any exclusive right it purportedly holds, or any agreement conferring such
5 rights. Instead, the FAC repeats the same formulation that Wixen is the “exclusive
6 licensee and/or owner” of the Works (FAC ¶ 5)—the very same “conclusory” and
7 “contradictory” allegation previously rejected by other courts in this District.

8 The FAC alleges only that Wixen “administers more than 100,000 songs
9 written and/or owned by its more than 2,000 clients.” *Id.* ¶ 12. It also repeatedly
10 makes the conclusory assertion that Wixen is the “exclusive licensee and/or owner”
11 of the Works. *Id.* ¶¶ 5, 13, 56, 67. That hedged formulation—made without reference
12 to any particular Work or right—does not plausibly allege standing. “[M]erely calling”
13 oneself the “exclusive licensee” or “copyright owner” of a Work “does not make it
14 so.” *Righthaven*, 716 F.3d at 1168, 1170. A complaint must instead plead *facts*
15 showing that the plaintiff holds an exclusive § 106 right. *Iqbal*, 556 U.S. at 678.

16 The FAC still does not do so. It does not identify a single asserted Work that
17 Wixen itself owns. Nor does it allege that Wixen holds any exclusive right under §
18 106 as to any particular Work. Instead, it describes a series of administrative
19 functions performed “*on behalf of*” copyright owners, including licensing, royalty
20 collection, and rights management. FAC ¶ 5. Those allegations reinforce that Wixen
21 acts as an intermediary for rights holders; they do not establish that Wixen itself holds
22 any exclusive § 106 rights. *See Righthaven*, 716 F.3d at 1169.

23 Wixen’s conclusory statement that it is alternatively an “exclusive licensee”
24 with the ability to “assert rights on behalf of each copyright owner,” *see* FAC ¶ 5,
25 fares no better. This allegation merely mirrors what Wixen pleaded in its original
26 complaint in *Triller*, *see* Calvanico Decl. Ex. D ¶¶ 3, 13, which the court dismissed
27 for lack of standing. *See* Calvanico Decl. Ex. B. As in *Triller*, the FAC neither
28 attaches nor describes any agreement conferring exclusive rights in any Work. Nor

1 does it identify which exclusive rights were purportedly transferred, by whom, or for
2 which specific Works. That’s not enough: courts must look “not just at the labels
3 [contracting] parties use but also at the substance and effect of the contract.”
4 Righthaven, 716 F.3d at 1169-70. That is why Wixen’s initial complaint in *Triller*
5 (see Calvanico Decl. Ex. D) was found deficient; the FAC here merely recycles the
6 same theory of standing without supplying the actual factual allegations needed to
7 proceed in the Ninth Circuit. See Pak’s Trading Eur. B.V. v. Target, 2018 WL
8 8333362, at *7 (C.D. Cal. July 5, 2018); Premier Tracks, LLC v. Fox Broad. Co.,
9 2012 WL 13012714, at *6 (C.D. Cal. Dec. 18, 2012). Because the FAC still fails to
10 allege that Wixen is the legal or beneficial owner of any exclusive right in any
11 identified Work, its copyright claims fail at the threshold.

12 **B. Wixen Fails To Plead Standing As To Pre-1978 Works**

13 The FAC leaves the Court unable to determine which Copyright Act even
14 governs the asserted Works, which influences the requirements for standing. Wixen
15 asserts infringement of 681 Works. Exhibit A includes copyright dates for each—
16 including scores that predate January 1, 1978. See FAC Ex. A. But the FAC nowhere
17 distinguishes between pre- and post-1978 Works or alleges what rights Wixen holds
18 as to any of the pre-1978 Works.

19 That omission “is not a mere matter of form.” Pandora, Dkt. No. 68, Calvanico
20 Decl. Ex. A, at 2. Works created before January 1, 1978 may be governed, in whole
21 or in part, by the Copyright Act of 1909, while later works are governed by the
22 Copyright Act of 1976. See Dolman v. Agee, 157 F.3d 708, 712 n.1 (9th Cir. 1998).
23 Under the 1909 Act, copyright interests were traditionally treated as indivisible, such
24 that an exclusive licensee “may not alone maintain an infringement action” without
25 joining the “copyright owner.” Cable Vision, Inc. v. KUTV, Inc., 335 F.2d 348, 354
26 (9th Cir. 1964); see also Triller, Dkt. No. 33, Calvanico Decl. Ex. B, at 7-8 (collecting
27 cases). Whether that rule applies to any particular Work depends on facts not pleaded
28 here.

1 This deficiency has plagued Wixen before. Indeed, it led to dismissal in *Triller*,
2 where the court could not determine “from the face of the Complaint ... which works
3 [were] governed by which Act,” and therefore could not assess whether Wixen had
4 standing to sue. See *Triller*, Dkt. No. 33, Calvanico Decl. Ex. B, at 9. Likewise, in
5 *Pandora*, the court identified “significant infirmities” arising from Wixen’s inclusion
6 of pre-1978 works without adequate allegations regarding ownership and rights. See
7 *Pandora*, Dkt. No. 68, Calvanico Decl. Ex. A, at 2. Wixen responded to that dismissal
8 order by limiting its claims in its Second Amended Complaint to post-1978 works.
9 See *Pandora*, Dkt. No. 74, Calvanico Decl. Ex. C, at ¶ 2.

10 The FAC is similarly deficient: although it lists a “copyright date” for each
11 asserted Work, the FAC lumps the Works together and asserts infringement without
12 distinguishing among them or joining any copyright owners. The Court thus cannot
13 determine whether Wixen has standing to sue as to any identifiable group of Works.

14 **II. WIXEN FAILS TO ADEQUATELY ALLEGE DIRECT COPYRIGHT**
15 **INFRINGEMENT AS TO 652 OF THE WORKS AT ISSUE**

16 Wixen’s direct infringement claim independently fails as to 652 Works—the
17 overwhelming number of asserted Works. To state a claim, Wixen must allege facts
18 showing, as to each asserted Work, that Meta violated one or more of its exclusive
19 rights under § 106 with respect to specific works, through identifiable acts, at
20 particular times. Wixen still has not done so.

21 Even after amendment, Wixen continues to rely on the same two types of
22 allegations it originally rested on: (i) an unadorned list of (now) 681 Works in Exhibit
23 A that Wixen claims to “administer”; and (ii) the same 29 screenshots from the
24 original pleading that purportedly show certain tracks were searchable at unspecified
25 points in time post-termination. See FAC ¶¶ 20-22, 48, Exs. A-B. But for 652 of the
26 681 Works—*more than 95% of the Works now at issue*—Wixen alleges *nothing at*
27 *all*. It offers no facts about *where* any such Work appeared; *when* it was allegedly
28 used post-termination; *how* it was reproduced, distributed, or publicly performed; or

1 *what* Meta did to infringe it.

2 That is not sufficient. Courts in this Circuit routinely dismiss copyright claims
3 where the plaintiff fails to allege the basic factual underpinnings of the alleged
4 infringement. *See, e.g., Blizzard Ent., Inc. v. Lilith Games (Shanghai) Co.*, 149 F.
5 Supp. 3d 1167, 1175 (N.D. Cal. 2015) (dismissing where allegations did not permit
6 the court to “meaningfully evaluate the plausibility” of infringement); *Synopsys, Inc.*
7 *v. ATopTech, Inc.*, 2013 WL 5770542, at *4 (N.D. Cal. Oct. 24, 2013) (rejecting
8 speculation about widespread copying without identifying infringing acts or works);
9 *Thumbtack, Inc. v. Liaison, Inc.*, 2024 WL 235172, at *2 (N.D. Cal. Jan. 22, 2024)
10 (requiring plaintiffs to “identify actionable copying with specificity under Rule 8”).

11 At most, the FAC alleges, in general and conclusory terms, that Meta
12 “reproduced” each of the Works and/or “made [them] accessible” to its users in its
13 “music libraries and its promotional materials.” FAC ¶¶ 58, 60. *Twombly* and *Iqbal*,
14 however, reject “formulaic recitation[s] of the elements.” Rather than answer the
15 basic questions necessary to state a claim on a Work-by-Work basis—*i.e.*, the who,
16 what, when, where, and how of the alleged infringement—the FAC instead relies
17 only on a bare list of Works and a limited set of screenshots. Beyond those narrow
18 screenshots, though, the FAC contains no identifying information concerning the
19 allegedly infringing content, when any alleged infringement occurred, or what act by
20 Meta supposedly violated any exclusive right under § 106. A lengthy list of Works
21 coupled with speculation is no substitute for well-pleaded facts. *Synopsys*, 2013 WL
22 5770542, at *4.

23 **III. WIXEN FAILS TO ADEQUATELY ALLEGE CONTRIBUTORY**
24 **INFRINGEMENT**

25 Contributory copyright liability requires a predicate act of direct infringement
26 by a third party. *See A&M Recs., Inc. v. Napster, Inc.*, 239 F.3d 1004, 1013 n.2 (9th
27 Cir. 2001) (“[s]econdary liability for copyright infringement does not exist in the
28 absence of direct infringement by a third party”). As this Court has recognized,

1 contributory liability requires a plausible allegation of direct infringement by a third
2 party, because “secondary liability cannot exist in the absence of direct infringement
3 by a third party.” *Tarantino v. Gawker Media, LLC*, 2014 WL 2434647, at *3 (C.D.
4 Cal. Apr. 22, 2014) (Walter, J.). The FAC does not satisfy this threshold requirement
5 as it fails to identify any predicate act of direct infringement by a third party. The
6 contributory infringement claim should thus be dismissed.

7 The FAC provides all of one example in which one of the 681 Works at issue
8 was allegedly used in a reel after the December 10, 2025 license termination date
9 (“*Mr. Roboto*”). FAC ¶ 21. Beyond that—and despite expanding the case from 331
10 to 681 asserted Works—the FAC still relies on the same screenshots of Music Library
11 search results and still asserts in broad strokes that “thousands of reels” must
12 incorporate the Works. *Id.* ¶¶ 17, 20-21, 48, 69; Ex. B. Those allegations do not
13 plausibly allege third-party infringement.

14 This Court has repeatedly dismissed secondary liability claims for precisely
15 this deficiency. In *Tarantino*, for example, this Court rejected a contributory
16 infringement claim where the plaintiff “merely speculate[d] that some direct
17 infringement must have taken place” without specifying “the identity of a single
18 third-party infringer, the date, the time, or the details of a single instance of third-
19 party infringement.” 2014 WL 2434647, at *4. Likewise, in *BWP Media USA, Inc.*,
20 this Court dismissed all secondary liability claims because the plaintiff “failed to
21 allege the identity of a single third-party infringer, the date, the time, or the details of
22 a single instance of third-party infringement, or, more importantly, how Defendant
23 allegedly caused, induced, or materially contributed to the infringement by those
24 third parties.” 2014 WL 12596429, at *3. Wixen’s pleading is even thinner: the FAC
25 provides all of one example of user-generated content, and relies on the mere
26 possibility that infringement may have occurred based on searchability alone. That is
27 insufficient to plausibly plead a predicate act of third-party infringement, and without
28 such an allegation, the contributory infringement claim cannot proceed.

1 **IV. WIXEN FAILS TO ADEQUATELY ALLEGE DEFAMATION**

2 Under California law, a claim for defamation “involves (a) a publication that
3 is (b) false, (c) defamatory, and (d) unprivileged, and that (e) has a natural tendency
4 to injure or that causes special damage.” *Taus v. Loftus*, 40 Cal. 4th 683, 720 (2007).
5 Whether language is reasonably susceptible to defamatory meaning is a threshold
6 question of law for the Court to resolve by examining the words in context and from
7 the standpoint of the intended audience. See *Baker v. L.A. Herald Examiner*, 42 Cal.
8 3d 254, 261 (1986). Courts evaluating defamatory meaning are to consider the full
9 context, including “the occasion of the utterance, the persons addressed, the purpose
10 to be served, and all of the circumstances attending the publication.” *Jensen v.*
11 *Hewlett-Packard Co.*, 14 Cal. App. 4th 958, 970 (1993).

12 Here, the FAC alleges that the challenged communications were directed to
13 sophisticated music-industry participants navigating an ongoing licensing and
14 ownership dispute. See FAC ¶¶ 31-43. If the publication, so construed, cannot
15 reasonably be understood as defamatory, dismissal is proper. See, e.g., *Starbuzz*
16 *Tobacco, Inc. v. Abdallah*, 2011 WL 13214313, at *4 (C.D. Cal. Nov. 2, 2011);
17 *Polygram Recs., Inc. v. Super. Ct.*, 170 Cal. App. 3d 543, 551 (1985); *Young*
18 *Hollywood LLC v. White Ops, Inc.*, 2020 WL 6162795, at *4-*5 (C.D. Cal. Aug. 6,
19 2020) (statements about website traffic quality did not “call into question Plaintiff’s
20 honesty, integrity or competence as required” to state defamation claim).

21 Wixen’s defamation claim fails because each of the alleged statements concern
22 ownership disputes, relinquishment procedures, and licensing status during the
23 unwinding of the parties’ music licensing relationship. Evaluated in context and from
24 the standpoint of the recipients of the statements—sophisticated music-industry
25 participants—the alleged statements are not reasonably susceptible of a defamatory
26 meaning and are not plausibly alleged to be false.

1 **A. The Alleged Statements Are Not Reasonably Susceptible Of A**
2 **Defamatory Meaning**

3 California courts distinguish between statements that impugn a plaintiff’s
4 honesty, integrity, or competence—which may be actionable as defamatory—and
5 statements that merely describe business positions, product availability, or
6 commercial disputes, which do not give rise to defamation liability absent an
7 implication of dishonesty or other reprehensible traits. *See Polygram*, 170 Cal. App.
8 3d at 549-51 (defamation protects personal reputation, whereas criticisms of goods
9 or services are not defamatory absent such implications); *Starbuzz Tobacco*, 2011
10 WL 13214313, at *3-*5 (C.D. Cal. Nov. 2, 2011) (dismissing defamation claim
11 where statements about product lineage and quality did not reasonably imply
12 wrongful conduct). Whether language is reasonably susceptible of a defamatory
13 meaning must be evaluated in context and from the standpoint of the intended
14 audience. *See Baker*, 42 Cal. 3d at 261 (1986).

15 Applying these principles here, the FAC itself demonstrates that the
16 challenged statements—*e.g.*, that music “was removed ... because of Wixen,” that
17 Meta could not “reinstate” tracks “until Wixen released its claims” or “resolved its
18 ‘issues’ with Meta,” or that a catalog was “currently unavailable ... due [to] active
19 ownership claims by Wixen Music Publishing”—are, on their face, routine
20 communications concerning licensing status, music ownership disputes, and rights-
21 management issues. FAC ¶¶ 31, 35, 43, 77.

22 Take, for example, the November 24, 2025 email from Meta employee Natalie
23 Echols quoted at length in the FAC. *Id.* ¶ 38. As alleged, Ms. Echols responded to an
24 inquiry from a management company regarding the status of certain music on Meta’s
25 platforms by explaining that “publishers must resolve their ownership conflicts and
26 disputes directly with each other” and that relinquishment information must be
27 submitted through Meta’s “standard data delivery processes.” *Id.* She also provided
28 the relevant relinquishment template and guide. *Id.* It is, in short, an entirely ordinary

1 communication regarding rights-management procedures, and not a defamatory
2 attack on Wixen’s integrity or competence.

3 The FAC’s various “Former Client” allegations offer more of the same.
4 Although Wixen strains to portray these episodes as a coordinated “campaign of
5 misinformation,” *see* FAC ¶ 41, the alleged statements themselves concern anodyne
6 operational issues concerning how to effectively relinquish ownership claims and
7 restore music to Meta’s platforms. *See id.* ¶¶ 31-43. Evaluated in context and from
8 the standpoint of music industry participants, *see Jensen*, 14 Cal. App. 4th at 970,
9 these statements are entirely ordinary: they do not accuse Wixen of dishonesty, fraud,
10 or any reprehensible behavior, nor do they impugn Wixen’s professional integrity or
11 competence.

12 To the extent Wixen alleges that certain third parties drew negative
13 conclusions about Wixen’s administrative competence, *see* FAC ¶¶ 34-36, those
14 conclusions did not stem from any defamatory meaning conveyed by the statements.
15 Nor could they. By the FAC’s own telling, Meta personnel were simply responding
16 to incoming inquiries, providing relinquishment templates, and directing industry
17 stakeholders to “reach out” to Wixen to resolve ownership and administration
18 questions. *See* FAC ¶¶ 31, 38, 40. Tellingly, the FAC offers only isolated snippets of
19 the communications, stripped of the surrounding correspondence and context. *Id.* ¶¶
20 31-43. Because each alleged statement falls on the non-defamatory side of the line
21 drawn by California courts, the claim should be dismissed. *See Polygram*, 170 Cal.
22 App. 3d at 549-51; *Starbuzz*, 2011 WL 13214313, at *3-*5; *Young Hollywood*, 2020
23 WL 6162795, at *4-*5.

24 **B. Wixen Fails To Adequately Plead Falsity**

25 The defamation claim also fails because the FAC still does not plausibly allege
26 falsity. “An essential element of defamation is that the publication in question must
27 contain a false statement of fact.” *Kianpour v. Wells Fargo Bank, N.A.*, 2017 WL
28 8292775, at *5 (C.D. Cal. May 30, 2017) (quoting *Gill v. Hughes*, 227 Cal. App. 3d

1 1299, 1309 (1991)). Whether a statement is “reasonably susceptible of an
2 interpretation which implies a provably false assertion of fact—the dispositive
3 question in a defamation action—is a question of law for the court.” Couch v. San
4 Juan Unified Sch. Dist., 33 Cal. App. 4th 1491, 1500 (1995).

5 Here, the FAC itself confirms the existence of the ownership, relinquishment,
6 licensing, and administrative disputes reflected in the challenged communications.
7 Wixen alleges at length that the parties disagreed about relinquishment procedures
8 and the steps required to restore music to Meta’s platforms. FAC ¶¶ 33-43. Indeed,
9 the FAC repeatedly characterizes Meta’s relinquishment procedures as “new,
10 onerous, and flawed,” while simultaneously acknowledging that Meta insisted those
11 procedures be followed before certain catalogs could be reinstated. *Id.* ¶ 40. The FAC
12 likewise confirms that the parties’ license negotiations “broke down” and that the
13 license “was not renewed” after Wixen declined Meta’s proposed rates. FAC ¶¶ 3,
14 28. Against that backdrop, statements that Meta “was unable to renew its agreement
15 with Wixen,” *id.* ¶ 31, that certain music remained unavailable due to “active
16 ownership claims,” *id.* ¶ 43, that publishers needed to “resolve” issues directly with
17 Wixen, *id.* ¶¶ 31, 38, or that additional relinquishment materials or forms were
18 required, *id.* ¶¶ 35, 38, merely reflect Meta’s neutral description of an ongoing rights-
19 administration dispute. The FAC does not plausibly allege that such statements were
20 objectively false. See Williams v. Salvation Army, 2014 WL 6879936, at *2 (C.D.
21 Cal. Dec. 4, 2014) (dismissing defamation claim where plaintiff’s own allegations
22 confirmed the truth of the challenged statement and thus defeated falsity).

23 Nor can the FAC transform these operational disputes into actionable
24 falsehoods by simply alleging that Meta “knew” certain rights had been relinquished
25 or that Meta’s relinquishment procedures were unnecessary, “new,” or pretextual.
26 See FAC ¶¶ 33, 40, 43-45. At most, these allegations reflect a difference of opinion
27 on ownership and relinquishment, *see id.* ¶ 43 (referencing Meta’s alleged statement
28 that a catalog was “currently unavailable ... due [to] active ownership claims by

1 Wixen Music Publishing”), and not a false statement of fact. *See, e.g., Roe v. Allied*
2 *Ins.*, 2011 WL 13356239, at *3 (S.D. Cal. Oct. 24, 2011) (dismissing defamation
3 claim where defendants’ communications led third parties to believe plaintiffs were
4 under investigation for insurance fraud, but the defendants “were, in fact,
5 investigating [p]laintiffs for insurance fraud,” and plaintiffs accordingly “failed to
6 identify any false statement”). Where, as here, a plaintiff’s own allegations confirm
7 the substance of the challenged statements, falsity is not plausibly alleged, and the
8 defamation claim fails as a matter of law. *See Williams*, 2014 WL 6879936, at *2.

9 **V. WIXEN FAILS TO ADEQUATELY ALLEGE TRADE LIBEL**

10 Under California law, “trade libel is an intentional disparagement of the quality
11 of property, which results in pecuniary damage.” *Films of Distinction, Inc. v. Allegro*
12 *Film Prods., Inc.*, 12 F. Supp. 2d 1068, 1081 (C.D. Cal. 1998) (citations omitted). A
13 plaintiff must plead: “(1) a statement that (2) was false, (3) disparaging, (4) published
14 to others in writing, (5) induced others not to deal with it, and (6) caused special
15 damages.” *TYR Sport, Inc. v. Warnaco Swimwear, Inc.*, 679 F. Supp. 2d 1120, 1140
16 (C.D. Cal. 2009). Even after amendment, Wixen does not plausibly allege either
17 clearly disparaging statements or cognizable special damages.

18 **A. The FAC Fails To Plead Disparaging Statements**

19 California courts narrowly construe the elements of trade libel. Were it
20 otherwise, ordinary commercial disputes would inevitably descend into “vexatious
21 lawsuits’ over perceived slights” between competitors. *Hartford Cas. Ins. v. Swift*
22 *Distrib., Inc.*, 59 Cal. 4th 277, 293 (2014). To avoid that outcome, a plaintiff can only
23 satisfy the “disparaging” element by alleging “a false or misleading statement that . . .
24 clearly derogates [plaintiff’s] product or business.” *Id.* at 284 (emphasis added).
25 Disparagement “requires more than a statement that may conceivably or plausibly be
26 construed as derogatory.” *Id.* at 295. The inference must be “clear or necessary.” *Id.*

27 The FAC does not come close to satisfying this standard. As discussed above,
28 the challenged communications concern catalog availability, relinquishment

1 procedures, and the administrative steps required to restore music to Meta’s
2 platforms. Specifically, Wixen points to alleged statements that certain music
3 remained unavailable due to “active ownership claims,” that publishers needed to
4 “resolve” ownership disputes directly with Wixen, and that additional relinquishment
5 materials or forms were required before catalogs could be reinstated pursuant to
6 Meta’s “standard data delivery processes.” FAC ¶¶ 31, 35, 38, 43. None of these
7 statements “clearly derogate” the quality of Wixen’s publishing administration
8 services. None accuse Wixen of dishonesty, fraud, incompetence, or misconduct. Nor
9 do they otherwise convey the type of derogatory implication required for trade libel
10 liability, despite Wixen’s conclusory assertion that they supposedly “disparaged the
11 quality of Wixen’s services.” *Id.* ¶ 88. At most, the statements reflect Meta’s
12 understanding of unresolved relinquishment issues during a commercial dispute.

13 *Rumble, Inc. v. Daily Mail & Gen. Tr. PLC*, 459 F. Supp. 3d 1294 (C.D. Cal.
14 2020), is particularly instructive. In *Rumble*, the court dismissed a trade libel claim
15 based on the statement: “Unfortunately, we don’t work with Rumble. It’s the only
16 agency we don’t work with.” *Id.* at 1297. The court held that this “innocuous
17 statement” was not clearly disparaging and did not carry a “clear or necessary”
18 derogatory meaning about Rumble’s services. *Id.* at 1300-01. Other courts have
19 consistently reached the same result when considering similarly innocuous
20 statements. See *Nestlé USA, Inc. v. Crest Foods, Inc.*, 2019 WL 2619635, at *9 (C.D.
21 Cal. Mar. 8, 2019) (dismissing trade libel claim where alleged communications
22 “presented subtle, implied comments that were not clearly disparaging”); *Films of*
23 *Distinction*, 12 F. Supp. 2d at 1081 n.8 (“In the Ninth Circuit, a product defamation
24 or trade libel claim must be based on specific statements, and ‘(t)he defamatory
25 character of the language must be apparent from the words themselves.”).

26 Wixen’s trade libel allegations similarly flunk the “clear or necessary”
27 standard. Stating that content is unavailable due to an “active ownership claim,” FAC
28 ¶ 38, is simply a factual description of a rights dispute—akin to “we don’t work with

1 Rumble,” which the *Rumble* court held was not derogatory. [Rumble](#), 459 F. Supp. 3d
2 at 1297. A sophisticated industry audience would understand these statements as an
3 innocuous description of an ongoing licensing dispute—not as commentary about the
4 quality of Wixen’s services. To hold otherwise would transform every contentious
5 licensing negotiation into “vexatious” trade libel litigation, which the California
6 Supreme Court sought to prevent in [Hartford](#). See 59 Cal. 4th at 293.

7 **B. Wixen Fails To Plead Special Damages With Particularity**

8 Even if the FAC adequately alleged disparaging statements, the trade libel
9 claim independently fails because Wixen still does not plead special damages with
10 the particularity required under California law and Federal Rule of Civil Procedure
11 9(g). “Under federal pleading requirements, ‘[w]hen items of special damages are
12 claimed, they shall be specifically stated.’” [Isuzu Motors Ltd. v. Consumers Union of](#)
13 [U.S., Inc.](#), 12 F. Supp. 2d 1035, 1047 (C.D. Cal. 1998) (quoting [Fed. R. Civ. P. 9\(g\)](#)).
14 This is a “rigorous” standard, such that “bare allegation[s] of the amount of pecuniary
15 loss” are insufficient, as are general allegations of lost profits or harm to reputation
16 and goodwill. [Elec. Waveform Lab Inc. v. Work-Loss Data Inst., LLC](#), 2015 WL
17 12684232, at *4 (C.D. Cal. Aug. 25, 2015); see also [Erlich v. Etner](#), 224 Cal. App.
18 2d 69, 73 (1964). Rather, a plaintiff must allege “facts showing an established
19 business,” the “amount of sales for a substantial period” preceding and subsequent to
20 the publication, and that “such loss in sales were the natural and probable result of
21 such publication.” [Isuzu Motors](#), 12 F. Supp. 2d at 1047.

22 To plead special damages, a plaintiff “may not rely on a general decline in
23 business arising from the [alleged] falsehood, and must instead identify particular
24 customers and transactions of which it was deprived as a result of the libel.” [Mann v.](#)
25 [Quality Old Time Serv., Inc.](#), 120 Cal. App. 4th 90, 109 (2004); [Homeland](#)
26 [Housewares, LLC v. Euro-Pro Operating LLC](#), 2014 WL 6892141, at *4 (C.D. Cal.
27 Nov. 5, 2014) (dismissing trade libel claim where plaintiffs generally alleged “lost
28

1 sales, market share, and customer goodwill” and sought \$3 million in damages
2 without specifying amounts attributable to the alleged libel, or any lost business).

3 The FAC’s damages allegations are plainly insufficient. Although Meta
4 identified this deficiency with Wixen’s original pleading during the parties’ Local
5 Rule 7.3 conference, the FAC continues to rely on generalized allegations of
6 reputational harm and speculative future business consequences. Wixen alleges, for
7 example, that various managers, attorneys, publishers, and former clients supposedly
8 developed negative views about Wixen’s competence or administration practices,
9 and that Wixen purportedly lost future opportunities to represent unidentified artists
10 or catalogs. FAC ¶¶ 34, 36, 41-45, 89. From that speculative premise, Wixen seeks
11 damages of “no less than \$20,000,000.” *Id.* ¶ 85.

12 Nor do the FAC’s few allegations concerning purportedly lost business
13 relationships cure the defect. Wixen alleges that certain unidentified “Former Clients”
14 terminated their administration agreements early and that it lost an opportunity to
15 represent “Potential Client 1.” FAC ¶¶ 35, 37, 42. But the FAC still does not plead
16 the value of any lost agreement, the amount of any lost revenue attributable to the
17 statements, the duration of any affected business relationship, or any other facts
18 plausibly showing that any alleged pecuniary loss flowed directly from the statements
19 themselves—as opposed to Wixen’s failure to renew its license with Meta, Wixen’s
20 own performance as an administrator, or some other unrelated business issues.

21 Moreover, Wixen alleges none of the concrete economic facts needed to plead
22 special damages with particularity, such as pre- and post-publication revenues,
23 objectively measurable declines in licensing income, or any specific lost transaction
24 tied to a particular statement. *See Isuzu Motors*, 12 F. Supp. 2d at 1047; *Mann*, 120
25 Cal. App. 4th at 109. Even after Meta identified this fatal defect, the best that Wixen
26 was able to muster to support its eye-popping damages demand is the conclusory
27 assertion that the amount is supposedly “evidenced by a drop in revenue” and
28 unspecified “other financial metrics.” FAC ¶ 85. The FAC, however, never explains

1 what those “financial metrics” are, how any purported revenue “drop” was calculated,
2 or how any alleged economic loss was caused by any allegedly disparaging statement.
3 Such vague and unsupported allegations fall far short of what Rule 9(g) demands.

4 **VI. WIXEN FAILS TO ADEQUATELY ALLEGE INTENTIONAL**
5 **INTERFERENCE WITH CONTRACTUAL RELATIONS**

6 **A. Wixen Does Not Identify Any Specific Contract That Meta**
7 **Allegedly Interfered With**

8 To plead intentional interference with contractual relations under California
9 law, a plaintiff must show: “(1) a valid contract between plaintiff and a third party;
10 (2) defendant’s knowledge of this contract; (3) defendant’s intentional acts designed
11 to induce a breach or disruption of the contractual relationship; (4) actual breach or
12 disruption of the contractual relationship; and (5) resulting damage.” [Fresno Motors,](#)
13 [LLC v. Mercedes Benz USA, LLC](#), 771 F.3d 1119, 1125 (9th Cir. 2014). To state a
14 plausible claim, Wixen must identify the contracts that Meta allegedly interfered with.
15 *See id.* Yet even after Meta advised Wixen of this deficiency with its original
16 pleading, Wixen made no attempt to cure it. The FAC did not make a single
17 substantive edit to the cause of action, and *still* does not identify a single contract,
18 name any client, or allege the terms, parties, or manner in which any contract was
19 breached or disrupted. *See* FAC ¶¶ 98-103.

20 Those omissions are dispositive: by not identifying any specific contract,
21 Wixen cannot plausibly allege that Meta knew of any such agreement or intentionally
22 engaged in conduct directed at inducing a breach or disruption. *See, e.g., Royal*
23 [Holdings Techs. v. FLIR Sys.](#), 2021 WL 945246, at *5 (C.D. Cal. Jan. 8, 2021)
24 (“California law requires an intent to interfere with a *known* contract; and, therefore,
25 a plaintiff must allege enough detail to demonstrate the requisite knowledge and
26 intent.”) (emphasis added); [Innovatel Servs. v. First Bridge Merch. Sols.](#), 2021 WL
27 3415218, at *7 (C.D. Cal. Mar. 19, 2021) (dismissing intentional interference claim
28 because plaintiff’s “vague, conclusory allegations” that defendants “knew that

1 [plaintiff] had contracts with third parties” lacked the “detail required by California
2 law and federal pleading standards”).

3 Courts routinely dismiss claims pleaded at this level of generality. For example,
4 in Swipe & Bite, Inc. v. Chow, the court dismissed an intentional interference claim
5 where the plaintiff only alleged agreements with “contractors, vendors, employees,
6 and customers” without facts showing plausible knowledge of any specific contract
7 or contractual relationship. 147 F. Supp. 3d 924, 935 (N.D. Cal. 2015). And in 7EDU
8 Impact Acad. Inc. v. You, allegations of disruption to “Client Agreements” and
9 “Employee Agreements”—without identifying any particular contracts—were
10 similarly deemed insufficient. 760 F. Supp. 3d 981, 1000 (N.D. Cal. 2024)
11 (dismissing intentional interference claim because “allegations of ‘generalized
12 disruption of contracts’” were “insufficient to identify ‘the particular contracts’ that
13 were interfered with,” and collecting similar cases). Wixen’s allegations are
14 indistinguishable. Even after amendment, Wixen still identifies no specific contracts,
15 and it therefore does not plausibly allege either Meta’s knowledge of any agreement
16 or conduct by Meta intentionally directed at interfering with one. *Compare* FAC ¶ 98
17 with Swipe & Bite, 147 F. Supp. 3d at 935 (dismissing intentional interference claim
18 where plaintiff alleged contracts in general terms but failed to plead facts showing
19 defendant’s knowledge of any specific agreements).

20 Nor do the FAC’s new “Former Client” allegations move the needle. For
21 starters, Wixen never connects those allegations to the intentional interference claim.
22 Indeed, several concern relationships that had *already ended before* the challenged
23 conduct allegedly occurred in late 2025. Wixen’s administration agreement with
24 “Former Client 1” allegedly ended in 2024. FAC ¶ 33. And “Former Clients 4”
25 allegedly “terminated their administration agreements with Wixen when they sold
26 their catalog several years ago.” *Id.* ¶ 43. Plainly, Meta cannot have “interfered” with
27 relationships that did not even exist at the time.

28 The allegations concerning Former Clients 2 and 3 fare no better. The FAC

1 alleges that Former Client 2 “forced an early termination” of its agreement with
2 Wixen, FAC ¶ 35, while separately alleging that *Wixen itself* “terminat[ed] its
3 administration agreement with Former Client 3 early.” *Id.* ¶ 37. Even taking those
4 allegations as true, the FAC does not identify the contracts, the terms or obligations
5 that were disrupted, or any knowing or intentional conduct by Meta aimed at inducing
6 a breach of those agreements. *See, e.g., Dongguan Beibei Toys Indus. Co. v.*
7 *Underground Toys USA, LLC*, 2019 WL 8631502, at *2 (C.D. Cal. Dec. 16, 2019)
8 (dismissing “conclusory” interference claim that did not “identify specific contracts
9 that were disrupted, the terms of the contracts, the parties involved, and how [the
10 defendant’s] actions disrupted the contracts”); *Nexsales Corp. v. Salebuild, Inc.*, 2012
11 WL 216260, at *4 (N.D. Cal. Jan. 24, 2012) (dismissing where plaintiff alleged a
12 third-party contract existed but not “the parties involved, the terms of the contract
13 that were breached, [and] how Defendant would have known of the contract”).

14 **B. Wixen Fails To Adequately Allege Disruption Or Damages**

15 The intentional interference claim also fails because Wixen does not plead
16 facts showing an “actual breach or disruption of the contractual relationship” or
17 “resulting damage.” *Fresno Motors*, 771 F.3d at 1125. The FAC alleges only that
18 Meta’s conduct “prevented Wixen’s performance or made [it] more expensive or
19 difficult.” FAC ¶ 100. That conclusory, disjunctive allegation—unsupported by any
20 facts—is insufficient. In *Soil Retention Prods., Inc. v. Brentwood Indus., Inc.*, the
21 court dismissed an intentional interference claim where the plaintiff alleged only that
22 performance was made “more expensive or difficult,” without facts as to “how
23 Plaintiff’s business was interfere[d] with.” 521 F. Supp. 3d 929, 960 (S.D. Cal. 2021).

24 This defect continues to plague the FAC. At most, the FAC alleges that a single
25 unidentified former client “forced an early termination” of its agreement with Wixen.
26 FAC ¶ 35 (referencing “Former Client 2”). But even accepting that allegation as true,
27 the FAC still does not identify the contract at issue, plead any of its terms, identify
28 what rights or obligations were supposedly lost, or allege facts plausibly showing that

1 any termination resulted from Meta’s conduct. Nor does the FAC plead the amount
2 of any resulting loss with any specificity. The allegations concerning “Former Client
3 3” are even weaker. As the FAC itself acknowledges, *Wixen* terminated the
4 agreement early—not the client. *Id.* ¶ 37. If anything, that allegation undermines the
5 inference that Meta induced a third party to breach or disrupt the agreement.

6 At bottom, the FAC still alleges no facts showing disruption to any contractual
7 obligation that Wixen owed, no failed performance obligations, and no plausible
8 nexus between Meta’s alleged conduct and any induced breach. Instead, Wixen offers
9 only the conclusory, hedged assertion that its performance was “prevented” or made
10 “more expensive or difficult.” FAC ¶ 100. This exact language was found insufficient
11 in [Soil Retention](#), 521 F. Supp. 3d at 960, and it should be rejected again here.

12 **CONCLUSION**

13 For the above reasons, the Court should dismiss the FAC with prejudice.
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Respectfully submitted,
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CERTIFICATE OF COMPLIANCE

The undersigned, counsel of record for Meta Platforms, Inc., certifies that this brief does not exceed the 25-page limitation set by court order dated January 30, 2026.

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