OPPENHEIM + ZEBRAK, LLP
Matthew J. Oppenheim
Nicholas C. Hailey
Jeffrey M. Gould
Corey Miller
Keith Howell
Audrey L. Adu-Appiah
(admitted *pro hac vice*)
4530 Wisconsin Ave., NW, 5th Floor
Washington, DC 20016
Telephone: (202) 480-2999
matt@oandzlaw.com
nick@oandzlaw.com
jeff@oandzlaw.com
corey@oandzlaw.com
khowell@oandzlaw.com
aadu-appiah@oandzlaw.com

Alexander Kaplan
Jennifer Pariser
Andrew Guerra
Bret Matera
Timothy Chung
Michelle Gomez-Reichman
(admitted *pro hac vice*)
461 5th Avenue, 19th Floor
New York, NY 10017
Telephone: (212) 951-1156
alex@oandzlaw.com
jpariser@oandzlaw.com
andrew@oandzlaw.com
bmatera@oandzlaw.com
tchung@oandzlaw.com
mgomez-reichman@oandzlaw.com

Attorneys for Plaintiffs

COBLENTZ PATCH DUFFY & BASS LLP
Jeffrey G. Knowles (SBN 129754)
One Montgomery Street, Suite 3000
San Francisco, CA 94104
Telephone: (415) 391-4800
ef-jgk@cpdb.com

COWAN, LIEBOWITZ & LATMAN, P.C.
Richard S. Mandel
Jonathan Z. King
Richard Dannay
(admitted *pro hac vice*)
114 West 47th Street
New York, NY 10036-1525
Telephone: (212) 790-9200
rsm@cll.com
jzk@cll.com
rxd@cll.com

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

CONCORD MUSIC GROUP, INC., ET AL.,

Plaintiffs,

v.

ANTHROPIC PBC,

Defendant.

Case Number: 5:24-cv-03811-EKL-SVK

DECLARATION OF DAVID KOKAKIS IN SUPPORT OF PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT

FILED UNDER SEAL

Judge Eumi K. Lee
Magistrate Judge Susan van Keulen

I, David Kokakis, hereby declare, pursuant to 28 U.S.C. § 1746, as follows:

1. I am Chief Counsel at Universal Music Publishing Group ("UMPG"). I have served in this role since 2018. I submit this declaration on behalf of Plaintiffs Universal Music Corp., Songs of Universal, Inc., Universal Music – MGB NA LLC, Polygram Publishing, Inc., and Universal Music – Z Tunes LLC (collectively, the "UMPG Plaintiffs") in support of Plaintiffs' Motion for Partial Summary Judgment.

2. In my capacity as Chief Counsel for UMPG, I manage the entire legal function, including all songwriter contract negotiations, music publishing catalog acquisitions, and other matters for UMPG and its affiliated publishing entities. I also oversee UMPG's copyright department. The copyright department's responsibilities include, among other things, filing copyright applications with the U.S. Copyright Office, registering musical compositions with performing rights organizations ("PRO") in the United States, such as ASCAP, BMI, and SESAC, and maintaining records of the UMPG Plaintiffs' ownership and control of the musical compositions in their publishing catalogue.

3. I am familiar with the business records of the UMPG Plaintiffs, including documents such as copyright certificates, publishing and administration agreements, and other agreements with third parties (including those referenced in this Declaration), pursuant to which the UMPG Plaintiffs acquire ownership of, and control of exclusive rights to, the musical compositions (sometimes referred to herein as "compositions" or "songs" or "works") at issue in this litigation. I have personal knowledge of the information contained in this Declaration through my employment with UMPG, and my understanding of the processes through which the UMPG Plaintiffs acquire copyrighted works, including through past acquisitions of other corporate entities and copyright catalogs, as well as my understanding of UMPG's business and contractual relationships. Also, I am generally familiar with UMPG's asset purchase agreements, songwriter agreements, exclusive license and Administration Agreements, and the company's copyright registration process in the United States. If called upon as a witness, I could and would testify competently to the information contained herein.

THE UMPG PLAINTIFFS' OWNERSHIP OF THE WORKS IN SUIT

4. The UMPG Plaintiffs are music publishing companies whose primary business is to seek out and develop songwriters to create, exploit, and distribute compositions through publishing entities that are affiliated with various performing rights organizations (or PROs). For example, Plaintiffs Universal Music Corp. and Universal Music – Z Tunes LLC, are affiliated with ASCAP, and Plaintiff Songs of Universal is affiliated with BMI.

5. The UMPG Plaintiffs' exclusive copyright interests in their catalogs of musical compositions are their principal corporate assets and are central to their businesses. Accordingly, the UMPG Plaintiffs take steps to protect their copyrights, including through registration with the U.S. Copyright Office and by entering into signed agreements under which the UMPG Plaintiffs own or control the exclusive rights under copyright to any composition they exploit. The UMPG Plaintiffs have taken such steps for all of their compositions addressed herein.

6. Appendices UMPG-11–UMPG-137, corresponding to paragraphs 11– 137, contain charts listing the 417 musical compositions (the "Works in Suit") for which the UMPG Plaintiffs seek partial summary judgment with regard to ownership.[1] All of the UMPG Plaintiffs' Works in Suit have been registered with the U. S. Copyright Office. Appendices UMPG-11–UMPG-137 list the starting Bates number for the corresponding copyright registration certificate (or public catalog information) ("Registration Certificates") produced by Plaintiffs in discovery. In addition, true and correct copies of the Registration Certificates and/or copyright registration information obtained from the U.S. Copyright Office's public catalog, are attached to this Declaration as Exhibits UMPG-11A – UMPG137A. True and correct copies of the agreements and other chain of title documents which are referenced below and which demonstrate UMPG Plaintiffs' ownership and/or control of their works in suit accompany this Declaration as Exhibits UMPG-11B – UMPG-137B, as applicable.[2]

[1] Each of the Works in Suit is identified in Amended Exhibit B to Plaintiffs' First Amended Complaint (ECF No. 337-2).

[2] Exhibit numbers correspond to the relevant paragraph number. Exhibits ending in "A" contain the relevant copyright registration documents for each paragraph. Exhibits ending in "B" contain the relevant agreements or other chain of title documents for each paragraph.

7. As explained in detail below, during the relevant time period, the UMPG Plaintiffs owned or exclusively controlled all or a portion of the rights provided in 17 U.S.C. § 106 for their Works in Suit. The UMPG Plaintiffs possess and exploit their exclusive rights, among other things, including the rights to reproduce the Works in Suit, distribute and/or display the Works in Suit to the public, as well as to prepare derivative works of the Works in Suit.

8. The UMPG Plaintiffs have not authorized Defendant, Defendant's customers, or any other users of Defendant's products and services, including Defendant's AI service Claude, to reproduce, distribute, display, or prepare derivative works of their Works in Suit at issue here.

9. The UMPG Plaintiffs' interests in the Works in Suit can be divided into three general categories: 1) one of the UMPG Plaintiffs is a named claimant and/or author on the copyright registration; 2) one of the UMPG Plaintiffs acquired ownership or an exclusive license through its acquisition of, or merger with, another entity, *i.e.*, as a successor-in-interest to the original named copyright claimant and/or author; and/or 3) one of the UMPG Plaintiffs acquired ownership or an exclusive license from a third party via written agreement, which third party is a named copyright claimant and/or author.

I. WORKS IN SUIT FOR WHICH A UMPG PLAINTIFF IS A NAMED CLAIMANT

10. During the relevant time period, the UMPG Plaintiffs owned or exclusively controlled rights to a combined 77 Works in Suit by virtue of the fact that a UMPG Plaintiff, either in its own name or in the name of one of its publishing entities, is a named claimant and/or author on the copyright registrations as described below.[3] *See* Appendices UMPG-11–18; Exhibits UMPG-11A–18A.

11. **Plaintiff Universal Music Corp. ("Plaintiff UMC")** is a named claimant and/or author on the copyright registrations for seven Works in Suit. *See* Appendix UMPG-11; Exhibit UMPG-11A.

[3] Under the rules governing registrations with the Copyright Office, a company can register a copyright in the name of an unincorporated division, or even a "d/b/a." *See* U.S. Copyright Office, Compendium of U.S. Copyright Office Practices § 619.13(A) (3d ed. 2021).

12. **Plaintiff Songs of Universal, Inc. ("Plaintiff Songs of Universal")** is a named claimant and/or author on the copyright registrations for 42 Works in Suit. *See* Appendix UMPG-12; Exhibit UMPG-12A. The copyright registration for these Works in Suit sometimes identifies the named claimant as Songs of Universal or Universal Music Publishing Group, which are d/b/as or pseudonyms of Plaintiff Songs of Universal.

13. **Plaintiff Universal Music – MGB NA LLC ("Plaintiff MGB NA")** is a named claimant and/or author on the copyright registrations for four Works in Suit. *See* Appendix UMPG-13; Exhibit UMPG-13A. The copyright registrations for these Works in Suit sometimes identify the named claimant as Universal Music - Careers and/or Universal Music–MGB Songs, which are d/b/as of Plaintiff MGB NA. *See* Exhibit UMPG-13A; *see also* Exhibit UMPG-13B (UMPG_0000015950) (Certificate of Amendment of Certificate of Assumed Name).

14. **Plaintiff Universal Music–Z Tunes LLC ("Plaintiff UMZ")** is a named claimant and/or author on the copyright registrations for 30 Works in Suit. *See* Appendix UMPG-14; Exhibit UMPG-14A. The copyright registrations for these Works in Suit sometimes identify the named claimant as Universal Music–Z Songs, which is a d/b/a of Plaintiff UMZ. *See id.*; *see* Exhibit UMPG-14B (UMPG_0000024768) (Fictitious Business Name Statement).

II. WORKS IN SUIT IN WHICH A UMPG PLAINTIFF ACQUIRED OWNERSHIP OR AN EXCLUSIVE LICENSE THROUGH ACQUISITION OF OR MERGER WITH ANOTHER ENTITY

15. During the relevant time period, the UMPG Plaintiffs owned or exclusively controlled rights to a combined 137 Works in Suit by virtue of the fact that a UMPG Plaintiff acquired, merged with, or is a successor-in-interest to a named claimant as described below.

A. PLAINTIFF UMC

16. **MCA Music Publishing and/or Universal-MCA Music Publishing** are named claimants and/or authors on the copyright registrations for six Works in Suit. *See* Appendix UMPG-16; Exhibit UMPG-16A. These are former unincorporated divisions of Universal Studios, Inc. Pursuant to a 2003 Assignment and Assumption Agreement, Universal Studios, Inc. assigned all of its assets and business to Plaintiff UMC. *See* Exhibit UMPG-16B (UMPG_0000007456) (Assignment and Assumption Agreement). Plaintiff UMC now holds the music publishing assets

previously held by these entities and continues to do business as Universal-MCA Music Publishing. *See id.* (UMPG_0000005896) (Fictitious Business Name Statement); (UMPG_0000005988; UMPG_0000007480) (certificates of recordation of corporate name changes).

17. **Universal/MCA Music Ltd.** is a named claimant for one Work in Suit. *See* Appendix UMPG-17; Exhibit UMPG-17A. Universal/MCA Music Ltd. is a wholly owned subsidiary of Universal Music Publishing Limited ("UMP Limited"). In January 2008, UMP Limited, through an intercompany license, transferred its rights to Universal Music Publishing International Limited ("UMP International Ltd."). Exhibit UMPG-17B (UMPG_0000002392) (Intercompany License Agreement). UMP International Ltd. subsequently licensed its exclusive rights to Plaintiff UMC. *See id.* (UMPG_0000002591) (Intercompany License Agreement).

18. **Almo Music Corporation and Irving Music, Inc.** are named claimants and/or authors on the copyright registrations for 18 Works in Suit. *See* Appendix UMPG-18; Exhibit UMPG-18A. Irving Music, Inc. and Almo Music Corp. were d/b/as of Rondor Music International, Inc. Plaintiff UMC acquired the rights to the Irving Music, Inc. and Almo Music Corporation's Works in Suit through its acquisition of Rondor Music International, Inc., d/b/a Rondor Music London Ltd., ("Rondor") in 2000. Rondor merged with and into Plaintiff UMC in 2019. Exhibit UMPG-18B (UMPG_0000004117) (Certificate of Merger). Almo Music and Irving Music are current d/b/as of Plaintiff UMC. *See id.* (UMPG_0000005180; UMPG_0000005174) (Fictitious Business Name Statements).

B. PLAINTIFF SONGS OF UNIVERSAL

19. **Hat Band Music and/or Charlie Daniels** are named claimants and/or authors on the copyright registration for one Work in Suit. *See* Appendix UMPG-19; Exhibit UMPG-19A. In addition to being a successor-in-interest to Hat Band Music, Plaintiff Songs of Universal acquired exclusive rights to the Work in Suit pursuant to a 2016 exclusive Administration Agreement with Charlie Daniels. Exhibit UMPG-19B (UMPG_0000014410) (Administration Agreement); (UMPG_0000025097) (2023 Amendment).

20. **Music Corporation of America, Inc.** is a named claimant and/or author on the copyright registrations for two Works in Suit. *See* Appendix UMPG-20; Exhibit UMPG-20A. In

1999, Music Corporation of America, Inc. changed its name to Plaintiff Songs of Universal. *See* Exhibit UMPG-20B (UMPG_0000003533) (Certificate of Amendment).

21. **Texascity Music, Inc.** is a named claimant and/or author on the copyright registrations for one Work in Suit. *See* Appendix UMPG-21; Exhibit UMPG-21A. Texascity Music, Inc. changed its name to MCA-Texascity Music, Inc. Exhibit UMPG-21B (UMPG_0000015918) (Certificate of Amendment). It further changed its name to Universal - Texascity Music Inc. Exhibit UMPG-21B (UMPG_0000003628 at -3636) (confirmation of corporate name change). In 2000, Universal - Texascity Music, Inc. dissolved and its assets were transferred to UMG Recordings, Inc. Exhibit UMPG-21B (UMPG_0000003628 at -3633) (Certificate of Dissolution). In 2000, UMG Recordings, Inc. transferred and assigned the Work in Suit to Plaintiff Songs of Universal. *See* Exhibit UMPG-21B (UMPG_0000003944) (Assignment).

C. PLAINTIFF MGB NA

22. **BMG Music Publishing, Ltd. and Universal Music Publishing MGB Ltd.** are named claimants and/or authors on the copyright registrations for 18 Works in Suit. *See* Appendix UMPG-22; Exhibit UMPG-22A. BMG Music Publishing, Ltd. was acquired by Universal Music Group, Inc. in a 2006 Share Purchase Deed of Agreement. Exhibit UMPG-22B (UMPG_0000005898), Exhibit 1.1. (UMPG_0000004662) **(the "BMG Acquisition").** BMG Music Publishing Ltd. subsequently changed its name to Universal Music Publishing MGB Limited. Exhibit UMPG-22B (UMPG_0000004630) (2007 Name Change Certificate). In January 2008, Universal Music Publishing MGB Limited, through an intercompany license, transferred its rights to UMP International Ltd. Exhibit UMPG-22B (UMPG_0000023156) (Intercompany License Agreement). UMP International Ltd. subsequently licensed its exclusive rights to Plaintiff MGB NA. Exhibit UMPG-22B (UMPG_0000002549) (Intercompany License Agreement).

23. **BMG Songs, Inc. ("BMG Songs")** is a named claimant and/or author on the copyright registrations for 12 Works in Suit. *See* Appendix UMPG-23; Exhibit UMPG-23A. BMG Songs is a former d/b/a of BMG Music Publishing NA, Inc. *See* Exhibit UMPG-23B (UMPG_0000004956) (Fictitious Business Name Statement). In 2006, BMG Music Publishing NA, Inc. converted into BMG Music Publishing NA, LLC. *See* Exhibit UMPG-23B

(UMPG_0000004960) (LLC Articles of Organization - Conversion). Following the BMG Acquisition in September 2006, BMG Music Publishing NA, LLC's name was changed to Plaintiff MGB NA. Exhibit UMPG-23B (UMPG_0000004876) (Company Profile); see also Exhibit UMPG-23B (UMPG_0000021959) (Secretary's Certificate, Universal Music-Z Tunes LLC).

24. **Careers-BMG Music Publishing, Inc. ("Careers-BMG Music Publishing")** is a named claimant and/or author on the copyright registrations for 12 Works in Suit. *See* Appendix UMPG-24; Exhibit UMPG-24A. Careers-BMG Music Publishing is a former d/b/a of BMG Music Publishing NA, Inc. *See* Exhibit UMPG-23B (UMPG_0000004956) (fictitious business name). As discussed in paragraph 23 above, BMG Music Publishing NA, Inc. converted into BMG Music Publishing NA, LLC in 2006, and, following the BMG Acquisition, BMG Music Publishing NA, LLC's name was changed to Plaintiff MGB NA.

25. **Fiction Songs, Ltd.** is a named claimant and/or author on the copyright registrations for six Works in Suit. *See* Appendix UMPG-25; Exhibit UMPG-25A. The copyright registrations for four of these Works in Suit identify the named claimant as A P B Music Company, Ltd., which is a former name of Fiction Songs, Ltd. BMG Music Publishing, Limited purchased Fiction Songs, Ltd.'s music catalog in January 2004. Exhibit UMPG-25B (UMPG_0000024762) (Business Sale Agreement). Pursuant to paragraph 22 above and following the BMG Acquisition, Plaintiff MGB NA now holds the rights to these Works in Suit.

26. **BMG Music Publishing Canada, Inc.** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-26; Exhibit UMPG-26A. BMG Music Publishing Canada, Inc. was acquired by the Universal Music Publishing Group as part of the 2006 BMG Acquisition, discussed in paragraph 22, and Plaintiff MGB NA now owns or controls the Work in Suit pursuant to that acquisition.

27. **Arista Music, Inc.** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-27; Exhibit UMPG-27A. Arista Music, Inc. was a former name of Plaintiff MGB NA. Exhibit UMPG-27B (UMPG_0000004876) (MGB NA Company Profile).

D. PLAINTIFF POLYGRAM PUBLISHING, INC. ("PLAINTIFF POLYGRAM")

28. **Songs of Polygram International, Inc. or Universal – Songs of Polygram International, Inc.** are named claimants and/or authors on the copyright registrations for six Works in Suit. *See* Appendix UMPG-28; Exhibit UMPG-28A. Songs of Polygram International, Inc. changed its name to Universal – Songs of Polygram International, Inc. in 1999. *See* Exhibit UMPG-28B (UMPG_0000003646) (corporate name change); (UMPG_0000015608) (Notice of Name Change). In 2017, Universal – Songs of Polygram International, Inc. merged with and into Plaintiff Polygram. *See id.* (UMPG_0000004382) (Certificate of Merger).

29. **Polygram International Publishing, Inc. and/or Universal – Polygram International Publishing, Inc.** is a named claimant and/or author on the copyright registrations for three Works in Suit. *See* Appendix UMPG-29; Exhibit UMPG-29A. Polygram International Publishing, Inc. changed its name to Universal - Polygram International Publishing, Inc. Exhibit UMPG-29B (UMPG_0000015608) (Fictitious Business Name Statement). In 2017, Universal – Polygram International Publishing, Inc. merged with and into Plaintiff Polygram. *See* Exhibit UMPG-29B (UMPG_0000023180) (Certificate of Merger). Universal - Polygram International Publishing is a d/b/a of Plaintiff Polygram Publishing, Inc. *See id.* (UMPG_0000003205) (Fictitious Business Name Statement).

30. **Universal Music Publishing Limited ("UMP Limited")** is a named claimant and/or author on the copyright registrations for twelve Works in Suit. *See* Appendix UMPG-30; Exhibit UMPG-30A. As discussed in paragraph 17, UMP Limited licensed its rights to UMP International Ltd. For these Works in Suit, UMP International Ltd. licensed its exclusive rights to Plaintiff Polygram. Exhibit UMPG-30B (UMPG_0000021444) (Intercompany License Agreement). As described in paragraph 29 above, Plaintiff Polygram was formerly known as Polygram International Publishing, Inc.

31. **Universal Music Publishing BL Ltd.** is a named claimant and/or author on the copyright registrations for three Works in Suit. *See* Appendix UMPG-31; Exhibit UMPG-31A. Universal Music Publishing BL Ltd. is a wholly owned subsidiary of UMP Limited. As described in paragraph 30 above, UMP Limited ultimately licensed its exclusive rights to Plaintiff Polygram.

32. **Universal Music Publishing PGM Ltd.** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-32; Exhibit UMPG-32A. Universal Music Publishing PGM Ltd. is a subsidiary of UMP Limited. As described in paragraph 30 above, UMP Limited ultimately licensed its exclusive rights to Plaintiff Polygram.

33. **Polygram Music Publishing Ltd.** is a named claimant and/or author on the copyright registration for one Work in Suit. Polygram Music Publishing Ltd. is a former name of UMP Limited. *See* Appendix UMPG-33; Exhibit UMPG-33A. *See* https://find-and-update.company-information.service.gov.uk/company/00860235. As described in paragraph 30 above, UMP Limited ultimately licensed its exclusive rights to Plaintiff Polygram.

34. **Island Music, Ltd**. is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-34; Exhibit UMPG-34A. Island Music Ltd. is a former name of Universal/Island Music Ltd. Exhibit UMPG-34B (UMPG_0000022815) (Certificate of Name Change), which licensed its rights to UMP International Ltd. Exhibit UMPG-34B (UMPG_0000022839) (Intercompany License Agreement). As described in paragraph 30 above, UMP International Ltd. in turn licensed its exclusive rights to Plaintiff Polygram.

35. **Universal-Polygram Int. Tunes, Inc.** is a named claimant and/or author on the copyright registration for one Work in Suit and is a d/b/a of Plaintiff Polygram. *See* Appendix UMPG-35; Exhibit UMPG-35A; and Exhibit UMPG-35B (UMPG_0000003205) (fictitious name statement).

36. **Hall-Clement Publications** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-36; Exhibit UMPG-36A. Songs of Polygram International, Inc. acquired Hall-Clement Publication's copyrights in 1989. *See* Exhibit UMPG-36B (UMPG_0000006131) (Purchase and Sale Agreement). As discussed in paragraph 28, in 2017, Songs of Polygram International, Inc. merged with and into Plaintiff Polygram.

E. PLAINTIFF UMZ

37. **Zomba Enterprises, Inc.** is a named claimant and/or author on the copyright registrations for seven Works in Suit. *See* Appendix UMPG-37; Exhibit UMPG-37A. For one Work in Suit, the claimant is listed as Zomba Music and/or Zomba Music Publishers, Ltd., a d/b/a of

Zomba Enterprises, Inc. In December 2006, Zomba Enterprises, Inc. merged into Zomba Music Publishing LLC, and the surviving entity was renamed Zomba Enterprises LLC. *See* Exhibit UMPG-37B (UMPG_0000004882) (Certificates of Merger and Certificate of Amendment). In July 2007, Zomba Enterprises LLC's name was changed to Plaintiff UMZ. *See* Exhibit UMPG-14B (UMPG_0000024768) (Fictitious Business Name Statement).

38. **Zomba Songs, Inc. ("Zomba Songs")** is a named claimant and/or author on the copyright registrations for 31 Works in Suit. *See* Appendix UMPG-38; Exhibit UMPG-38A. Zomba Songs was previously a d/b/a of Zomba Enterprises LLC, *see* Exhibit UMPG-38B (UMPG_0000004983) (abandonment of use of fictitious business name), and, as discussed in paragraph 37 above, Zomba Enterprises LLC's name was changed to Plaintiff UMZ. *See* Exhibit UMPG-14B (UMPG_0000024768) (Fictitious Business Name Statement).

III. WORKS IN SUIT IN WHICH A UMPG PLAINTIFF ACQUIRED OWNERSHIP OR AN EXCLUSIVE LICENSE FROM A THIRD PARTY WHO IS A NAMED CLAIMANT AND/OR AUTHOR

39. During the relevant time period, the UMPG Plaintiffs owned or exclusively controlled rights to a combined 209 Works in Suit by virtue of the fact that a UMPG Plaintiff acquired ownership or an exclusive license from a named claimant or an author on the copyright registrations, as described below.

A. PLAINTIFF UMC

40. **Brian Wilson and/or Michael Love** are named claimants and/or authors on the copyright registrations for nine Works in Suit. *See* Appendix UMPG-40; Exhibit UMPG-40A. Plaintiff UMC owns or controls exclusive rights to these Works in Suit pursuant to a 2021 asset acquisition agreement between Brian Wilson and Universal Music Corp. d/b/a Irving Music (BMI) (as successor-in-title to Murry G. Wilson d/b/a Sea of Tunes Publishing, Sea of Tunes Publishing Co., and Sea of Tunes Publishing Co., Inc.); Primary Wave Music IP Fund 3, LP; and BW Publishing. Exhibit UMPG-40B (UMPG_0000004826) (Asset Acquisition Agreement).

41. **East/Memphis Music Corporation and/or JEC Publishing Company** are named claimants and/or authors on the copyright registrations for two Works in Suit. *See* Appendix UMPG-41; Exhibit UMPG-41A. In 1982, Rondor Music International, Inc. purchased the assets

of Cream Records Inc., d/b/a East Memphis Music, as successor-in-interest to East/Memphis Music Corp., and JEC Publishing Company d/b/a JEC Music. *See* Exhibit UMPG-41B (UMPG_0000005710) (Purchase and Sale Agreement); (UMPG_0000005773) (catalogue). In 2019, Rondor merged with and into Plaintiff UMC. Exhibit UMPG-41B (UMPG_0000004117) (Certificate of Merger).

42. **Adam Levine and/or Sudgee Music** are named claimants and/or authors on the copyright registrations for three Works in Suit. *See* Appendix UMPG-42; Exhibit UMPG-42A. Plaintiff UMC owns or controls exclusive rights to the Works in Suit pursuant to a 2015 Administration Agreement between Plaintiff UMC and Adam Levine d/b/a Sudgee 2 Music, on behalf of all of Adam Levine's music publishing designees. *See* Exhibit UMPG-42B (UMPG_0000002985) (Administration Agreement); (UMPG_0000004061) (2018 Amendment). Sudgee Music is a music publishing designee of Adam Levine. Before Plaintiff UMC controlled this work, Plaintiff MGB NA controlled this work pursuant to a 2002 Co-Publishing Agreement between Adam Levine and Careers-BMG Music Publishing, as amended. *Id*. Exhibit UMPG-42B (UMPG_0000002836) (Co-Publishing Agreement); (UMPG_0000002831, UMPG_0000002834) (amendments). As discussed in paragraph 24 above, Careers-BMG Music Publishing is a former d/b/a of BMG Music Publishing NA, Inc., which eventually became Plaintiff MGB NA.

43. **Ann Wilson and/or Nancy Wilson** are named claimants and/or authors on the copyright registration for one Work in Suit. *See* Appendix UMPG-43; Exhibit UMPG-43A. Plaintiff UMC owns or controls exclusive rights to the Work in Suit pursuant to a 2022 exclusive Administration Agreement between Plaintiff UMC and Hipgnosis Heart Songs/Hipgnosis SFH I Limited. Exhibit UMPG-43B (UMPG_0000005145) (Administration Agreement).

44. **Chet Powers** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-44; Exhibit UMPG-44A. Plaintiff UMC owns or controls exclusive rights to the Work in Suit pursuant to a 2020 Asset Purchase Agreement between Plaintiff UMC and Joli Powers, as successor-in-interest to Chet Powers. Exhibit UMPG-44B (UMPG_0000004208) (Asset Purchase Agreement).

45. **Walter Becker and Donald Fagen** are named claimants and/or authors on the copyright registrations for nine Works in Suit. *See* Appendix UMPG-45; Exhibit UMPG-45A. Fagen and Becker entered into songwriter agreements with Wingate Music Corporation ("Wingate") in 1972. Exhibit UMPG-45B (UMPG_0000008867) (confirmation of ownership identifying songwriter agreement); (UMPG_0000008855) (Songwriter Agreement). Wingate assigned copyrights to AMPCO Music, Inc., which later became American Broadcasting Music, Inc. Exhibit UMPG-45B (UMPG_0000007525) (Assignment of Copyright). Fagen and Becker also subsequently entered into a Songwriter Agreement with American Broadcasting Music, Inc. Exhibit UMPG-45B (UMPG_0000009084) (confirmation of ownership identifying Songwriter Agreement). In 1979, American Broadcasting Music, Inc. d/b/a ABC Records Inc. transferred copyrights to Duchess Music Corp., which was purchased by and folded into MCA as MCA – Duchess Music Corporation. American Broadcasting Music, Inc. also transferred copyrights to MCA Music, a division of MCA, Inc. Exhibit UMPG-45B (UMPG_0000015208) (Asset Purchase Agreement); (UMPG_0000008891) (Assignment of Copyright); (UMPG_0000007085) (Certificate of Amendment); (UMPG_0000009046) (Assignment of Copyright). *See also* Exhibit UMPG-45B (UMPG_0000008887) (assignment of copyright from Duchess Music Corporation to MCA, Inc.). MCA, Inc. changed its name to Universal Studios, Inc. Exhibit UMPG-45B (UMPG_0000016809) (Certificate of Amendment). As discussed in paragraph 16 above, pursuant to a 2003 Assignment and Assumption Agreement, Universal Studios, Inc. assigned all of its assets and business to Plaintiff UMC.

46. **Ken Loggins** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-46; Exhibit UMPG-46A. Loggins entered into a Songwriter Agreement with PAMCO in 1969, which later assigned its rights to Wingate. Exhibit UMPG-46B (UMPG_0000009319) (Songwriter Agreement); (UMPG_0000015119) (Assignment Agreement). As discussed in paragraphs 16 and 45 above, Wingate is now a part of Plaintiff UMC. Exhibit UMPG-16B (UMPG_0000007456) (Assignment and Assumption Agreement); Exhibit UMPG-45B.

47. **Evita Music Ltd.** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-47; Exhibit UMPG-47A. In 1976, Evita Music Ltd. entered into a management agreement with Leeds Music Ltd. Exhibit UMPG-47B (UMPG_0000021926) (Leeds and Evita Music Ltd agreements). Leeds Music Ltd. had previously entered into an Administration Agreement with Leeds Music Corp. in 1954 for certain copyrights then owned or later acquired. Exhibit UMPG-47B (UMPG_0000022114) (Intercompany Agreement). In 1964, Leeds Music Corp. assigned to Music Corporation of America all title, rights, interests in copyrights owned by Leeds Music Corp., which in turn assigned its rights to MCA, Inc. Exhibit UMPG-47B (UMPG_0000007284) (1964 APA Leeds to MCA). MCA, Inc. changed its name to Universal Studios, Inc. Exhibit UMPG-47B (UMPG_0000016809) (Certificate of Amendment changing name). As described in paragraph 16 above, Universal Studios, Inc. assigned all of its assets and business to Plaintiff UMC. *See* Exhibit UMPG-16B (UMPG_0000007456) (Assignment and Assumption Agreement).

48. **Andrew Lloyd and/or Tim Rice** are named claimants and/or authors on the copyright registration for one Work in Suit. *See* Appendix UMPG-48; Exhibit UMPG-48A. Plaintiff UMC owns or controls exclusive rights to the Work in Suit pursuant to a 1969 Assignment of the Work in Suit from Weber and Rice to Leeds Music Limited as part of all copyrights for the musical compositions from JESUS CHRIST SUPERSTAR. Exhibit UMPG-48B (UMPG_0000022960) (Assignments and Agreements). As described in paragraph 47 above, Plaintiff UMC now owns and controls all copyrights previously held by Leeds Music Limited.

49. **Mort Garson and/or Bob Hilliard** are named claimants and/or authors on the copyright registration for one Work in Suit. *See* Appendix UMPG-49; Exhibit UMPG-49A. Plaintiff UMC owns or controls exclusive rights to the Work in Suit pursuant to a 1962 Songwriter's Agreement between Garson and Hilliard and Rosewood Music Corporation and Interior Music Corp. Exhibit UMPG-49B (UMPG_0000014273 at -14318) (Songwriter agreement). In 1971, all compositions controlled by Rosewood Music Corporation were assigned to Leeds Music Corporation. Exhibit UMPG-49B (UMPG_0000014322) (Assignment). Separately, in 1982, Mort Garson assigned all of his rights to the Work in Suit to Leeds Music Corporation.

See id. (UMPG_0000014384) (Assignment). As described in paragraph 47 above, Plaintiff UMC now owns and controls all copyrights previously held by Leeds Music Corporation.

50. **Don Raye and/or Hughie Prince** are named claimants and/or authors on the copyright registration for one Work in Suit. *See* Appendix UMPG-50; Exhibit UMPG-50A. Plaintiff UMC owns or controls exclusive rights to the Work in Suit pursuant to a 1969 Assignment from Don Raye to MCA Music, a Division of MCA, Inc., and a 1970 Assignment from Michael Prince to MCA Music, a Division of MCA, Inc. Exhibit UMPG-50B (UMPG_0000001605 at -1621) (Assignments). As described in paragraph 45 above, MCA, Inc. changed its name to Universal Studios, Inc., which subsequently assigned all of its assets and business to Plaintiff UMC.

51. **Ruth Lowe** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-51; Exhibit UMPG-51A. Plaintiff UMC owns or controls exclusive rights to the Work in Suit pursuant to a 1993 assignment from the estate of Ruth Lowe to MCA, Inc. Exhibit UMPG-51B (UMPG_0000016542) (Termination Agreement and Assignment). As described in paragraph 45, MCA, Inc. changed its name to Universal Studios, Inc., which subsequently assigned all of its asset and business to Plaintiff UMC.

52. **Interscope Pearl Music, Inc.** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-52; Exhibit UMPG-52A. MCA Music Publishing acquired exclusive rights to the Work in Suit pursuant to a 1996 Purchase Agreement and Assignment among MCA Music Publishing, Interscope Pearl, and others. *See* Exhibit UMPG-52B (UMPG_0000002717) (Purchase Agreement and Assignment). As discussed in paragraph 16, MCA Music Publishing was an unincorporated division of Universal Studios, Inc. Pursuant to a 2003 Assignment and Assumption Agreement, Universal Studios, Inc. assigned all of its assets and business to Plaintiff UMC.

53. **Billy Wheeler** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-53; Exhibit UMPG-53A. Plaintiff UMC acquired exclusive rights to the Work in Suit pursuant to a 1990 Purchase Agreement between Billy Wheeler and All Nations Music. Exhibit UMPG-53B (UMPG_0000012586) (Asset Purchase Agreement). In 1997, All Nations Music sold and assigned its rights to the Work in Suit to MCA Music

Publishing, a Division of Universal Studios, Inc., Music Corporation of America, Inc. and Musicor Music, a Division of Music Corporation of America, Inc. Exhibit UMPG-53B (UMPG_0000012638) (Asset Purchase Agreement and Assignment). As discussed in paragraph 16, MCA Music Publishing was an unincorporated division of Universal Studios, Inc. Pursuant to a 2003 Assignment and Assumption Agreement, Universal Studios, Inc. assigned all of its assets and business to Plaintiff UMC.

54. **Joe Walsh** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-54; Exhibit UMPG-54A. Plaintiff UMC owns or controls exclusive rights to the Work in Suit pursuant to a 1972 Participation Agreement between Pamco and Joe Walsh o/b/o Barnstorm Music whereby the parties agreed to jointly own Rocky Mountain Way. Exhibit UMPG-54B (UMPG_0000016645) (Participation Agreement and Settlement Agreement). ABC/Dunhill succeeded Pamco. *Id*. In 1979, ABC/Dunhill was merged into MCA as MCA – Duchess Music Corporation. Exhibit UMPG-54B (UMPG_0000016216) (ABC-Dunhill compositions assigned). As described in paragraph 45, Plaintiff UMC now owns and controls all of the assets of MCA-Duchess Music Corporation.

55. **Daniel Moore** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-55; Exhibit UMPG-55A. Plaintiff UMC owns or controls exclusive rights to the Work in Suit pursuant to a 1976 Purchase Agreement between Moore and ABC/Dunhill Music, Inc. Exhibit UMPG-55B (UMPG_0000014731) (Purchase Agreement and Assignment). As described in paragraph 45 above, Plaintiff UMC now owns and controls all of the assets of ABC/Dunhill Music, Inc.

56. **Adam Young** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-56; Exhibit UMPG-56A. Plaintiff UMC owns or controls exclusive rights to the Work in Suit pursuant to a 2009 exclusive Songwriter and Co-Publishing Agreement between Plaintiff UMC and Adam Young and Ocean City Park. Exhibit UMPG-56B (UMPG_0000002633) (Exclusive Songwriter & Co-Publishing Agreement).

57. **Jesus Rodriguez** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-57; Exhibit UMPG-57A. Plaintiff UMC owns or

controls exclusive rights to the Work in Suit pursuant to a 1973 Exclusive Songwriter's and Composer's Agreement between Jesus Rodriguez p/k/a Sixto Rodriguez and Interior Music Corp. Exhibit UMPG-57B (UMPG_0000007065) (Songwriter Agreement). In 1976, Interior Music Corp. assigned the Work in Suit to Clarence Avant d/b/a Interior Music. Exhibit UMPG-57B (UMPG_0000014897) (Assignment). In 2018, Plaintiff UMC purchased the assets of Clarence Avant d/b/a Interior Music pursuant to an Asset Purchase and Sale Agreement. Exhibit UMPG-57B (UMPG_0000017793) (Asset Purchase and Sale Agreement).

58. **Hoyt Axton** is a named claimant and/or author on the copyright registrations for two Works in Suit. *See* Appendix UMPG-58; Exhibit UMPG-58A. Plaintiff UMC acquired exclusive rights to these Works in Suit pursuant to a 1991 Purchase Agreement, wherein Rondor purchased the assets of Hoyt Axton d/b/a Lady Jane Music. *See* Exhibit UMPG-58B (UMPG_0000002271) (catalog purchase). As discussed in paragraph 18, Rondor merged with and into Plaintiff UMC in 2019. Separately, Axton assigned the Work in Suit to Irving Music, Inc. Exhibit UMPG-58B (UMPG_0000002131) (Assignment). As described in paragraph 18 above, Irving Music is a d/b/a of Plaintiff UMC.

59. **Al Green** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-59; Exhibit UMPG-59A. Plaintiff UMC owns or controls exclusive rights to the Work in Suit pursuant to a 1972 agreement between Al Green Music, Inc. and Jec Publishing Company Exhibit UMPG-59B (UMPG_0000013433) (Agreement). As discussed above in paragraph 41, in 1982, Rondor purchased the assets of Cream Records Inc., d/b/a East Memphis Music, as successor-in-interest to East/Memphis Music Corp., and JEC Publishing Company d/b/a JEC Music. *See* Exhibit UMPG-41B (UMPG_0000005710) (Purchase and Sale Agreement); (UMPG_0000005773) (catalogue). In 2019, Rondor merged with and into Plaintiff UMC. Exhibit UMPG-59B (UMPG_0000004117) (Certificate of Merger).

60. **Billy Preston** is a named claimant and/or author on the copyright registrations for two Works in Suit. *See* Appendix UMPG-60; Exhibit UMPG-60A. Irving Music, Inc. and Billy Preston d/b/a WEP Music Co. assigned exclusive rights to one of the Works in Suit to Almo Music Corp. in 1974. Exhibit UMPG-60B (UMPG_0000011816) (Assignments of Copyright). Billy

Preston d/b/a WEP Music assigned exclusive rights to both Works in Suit to Irving Music, Inc. and Almo Music Corp. in 1976. *Id.* at -11822; -11825. As described in paragraph 18 above, Plaintiff UMC acquired the rights to the Irving Music, Inc. and Almo Music Corp. through its acquisition of Rondor in 2000, which merged with and into Plaintiff UMC in 2019. Almo Music and Irving Music are current d/b/as of Plaintiff UMC.

61. **Ruthann Friedman** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-61; Exhibit UMPG-61A. Plaintiff UMC owns or controls exclusive rights to the Work in Suit pursuant to a 1967 exclusive songwriter and assignment agreement between Friedman and Irving Music, Inc. Exhibit UMPG-61B (UMPG_0000015873) (Popular Songwriter's Contract). As described in paragraph 18 above, Plaintiff UMC acquired the rights to Irving Music, Inc.

62. **Alicia Keys** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-62; Exhibit UMPG-62A. Plaintiff UMC owns or controls exclusive rights to the Work in Suit pursuant to a 2018 exclusive Administration Agreement. Exhibit UMPG-62B (UMPG_0000004024) (Administration Agreement).

63. **David Bell & Alex Chilton** are named claimants and/or authors on the copyright registration for one Work in Suit. *See* Appendix UMPG-63; Exhibit UMPG-63A. Plaintiff UMC owns or controls exclusive rights to the Work in Suit pursuant to an assignment of rights from Bell and Chilton to Ardent Productions, Inc. Exhibit UMPG-63B (UMPG_0000015600) (assignments). In 1972, Koala, a division of Ardent, assigned its rights to the Work in Suit to Birdees Music Corp. (*Id.)* (Assignment Agreement); *see also* Exhibit UMPG-41B (UMPG_0000005710) (1982 Purchase and Sale Agreement between Birdees & Rondor referencing Koala as a division of Ardent). Birdees sold its rights to the Work in Suit to Rondor. *Id.*; *see also* (UMPG_0000005773) (Exhibit A). As discussed in paragraph 18, Rondor merged with and into Plaintiff UMC in 2019.

64. **David Porter and/or Isaac Hayes** are named claimants and/or authors on the copyright registrations for two Works in Suit. *See* Appendix UMPG-64; Exhibit UMPG-64A. In 1982, Cream Records, Inc. d/b/a East Memphis Music and JEC Music and Bencorp Publishing, Inc. d/b/a Birdees Music sold their rights to the Works in Suit to Rondor. *See* Exhibit UMPG-41B

(UMPG_0000005710) (Asset Purchase Agreement); (UMPG_0000005773) (Exhibit A). As discussed in paragraph 18, Rondor merged with and into Plaintiff UMC in 2019.

65. **Thomas Petty** is a named claimant and/or author on the copyright registrations for one Work in Suit. *See* Appendix UMPG-65; Exhibit UMPG-65A. In 1975, Thomas Petty entered into an exclusive songwriter agreement with Tarka Music Co. Exhibit UMPG-65B (UMPG_0000011630) (Songwriters' and Composers' Agreement and Amendment). In 1976, Tarka, a d/b/a of Shelter Entertainment, assigned the copyright to Skyhill, another d/b/a of Shelter Entertainment, which assigned back the copyrights to Tarka in 1989. Exhibit UMPG-65B (UMPG_0000011640) (AOCs). In 1989, Shelter was acquired by Rondor. Exhibit UMPG-65B (UMPG_0000014782) (APA). As discussed in paragraph 18, Rondor merged with and into Plaintiff UMC in 2019.

66. **Helen Reddy** is a named claimant and/or author on the copyright registrations for one Work in Suit. *See* Appendix UMPG-66; Exhibit UMPG-66A. Plaintiff UMC owns or controls exclusive rights to the Work in Suit pursuant to a 1972 agreement between Helen Reddy and Irving Music, Inc. Exhibit UMPG-66B (UMPG_0000011101) (Participation Agreement). As discussed above in paragraph 18, Plaintiff UMC acquired the rights to the Irving Music, Inc. and Almo Music Corporation's Works in Suit through its acquisition of Rondor in 2000, and Rondor merged with and into Plaintiff UMC in 2019.

67. **Dabney R. Slick p/k/a Darby Slick** is a named claimant and/or author on the copyright registrations for one Work in Suit. *See* Appendix UMPG-67; Exhibit UMPG-67A. Plaintiff UMC owns or controls exclusive rights to the Work in Suit pursuant to a 1966 Songwriter Agreement between Darby Slick and CopperPenny Music Publishing. Exhibit UMPG-67B (UMPG_0000011650) (Songwriter Agreement). In 1974, Irving Music, Inc. and CopperPenny Music Publishing, Inc. entered into an Acquisition Agreement and Participation Agreement wherein Irving Music, Inc. acquired the rights to the Work in Suit Exhibit UMPG-67B (UMPG_0000007125) (Acquisition Agreement; Participation Agreement). As discussed above in paragraph 18, Plaintiff UMC acquired the rights to the Irving Music, Inc. and Almo Music

Corporation's Works in Suit through its acquisition of Rondor in 2000, and Rondor merged with and into Plaintiff UMC in 2019.

68. **John Phillips** is a named claimant and/or author on the copyright registrations for three Works in Suit. *See* Appendix UMPG-68; Exhibit UMPG-68A. Plaintiff UMC owns or controls exclusive rights to the Works in Suit pursuant to a 2023 exclusive Administration Agreement with the estate of John Phillips. Exhibit UMPG-68B (UMPG_0000006935) (Administration Agreement).

69. **Irving Berlin** is a named claimant and/or author on the copyright registrations for four Works in Suit. *See* Appendix UMPG-69; Exhibit UMPG-69A. Plaintiff UMC owns or controls exclusive rights to the Works in Suit pursuant to a 2022 exclusive Administration Agreement with Irving Berlin. Exhibit UMPG-69B (UMPG_0000005028) (Administration Agreement).

70. **John Blackburn and/or Karl Suessdorf** are named claimants and/or authors on the copyright registrations for one Work in Suit. *See* Appendix UMPG-70; Exhibit UMPG-70A. Plaintiff UMC owns or controls exclusive rights to the Work in Suit pursuant to a 1944 Songwriter Agreement between Blackburn and Suessdorf and Michael H. Goldsen Inc. ("MHGI") f/k/a Capitol Songs, Inc. Exhibit UMPG-70B (UMPG_0000016640) (Songwriter Agreement). In 2013, Universal Music Publishing, Inc. purchased the stock of MHGI, among other acquired companies. Exhibit UMPG-70B (UMPG_0000016323) (Securities Purchase Agreement). MHGI is currently a d/b/a of Plaintiff UMC.

71. **Lee Hazelwood** is a named claimant and/or author on the copyright registrations for two Works in Suit. *See* Appendix UMPG-71; Exhibit UMPG-71A. Plaintiff UMC owns or controls exclusive rights to these Works in Suit pursuant to a 2017 Purchase Agreement between Criterion Music Corporation, Granite Music Corporation, with other UMPG entities, and the successors of Lee Hazelwood. Exhibit UMPG-71B (UMPG_0000003850) (Asset Acquisition Agreement). Criterion Music Corporation and Granite Music Corporation are d/b/as of Plaintiff UMC. Exhibit UMPG-71B (UMPG_0000003242) (Assignment of Copyright).

B. PLAINTIFF SONGS OF UNIVERSAL

72. **Dreamettes Music** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-72; Exhibit UMPG-72A. In 2005, Dreamettes Music, a d/b/a of UMG Recordings, Inc., assigned all of its rights to the Work in Suit to Universal Geffen Music (ASCAP), a d/b/a of Plaintiff UMC, and to Universal Geffen Again Music (BMI), a d/b/a of Plaintiff Songs of Universal. Exhibit UMPG-72B (UMPG_0000014071) (Assignment of Copyright).

73. **Neil Diamond, Stonebridge Music, and/or Tallyrand Music** are named claimants and/or authors on the copyright registrations for seven Works in Suit. *See* Appendix UMPG-73; Exhibit UMPG-73A. Plaintiff Songs of Universal owns or controls exclusive rights to these Works in Suit pursuant to a 2021 Asset Purchase Agreement between Plaintiff Songs of Universal and Neil Diamond d/b/a Diamond Songs, Stonebridge Music, Prophet Music Inc., Tallyrand Music, et al. *See* Exhibit UMPG-73B (UMPG_0000023458) (Asset Purchase Agreement).

74. **Bob Dylan and/or Robert Dylan and/or Special Rider Music** are named claimants and/or authors on the copyright registrations for 30 Works in Suit. *See* Appendix UMPG-74; Exhibit UMPG-74A. Plaintiff Songs of Universal owns or controls exclusive rights to these Works in Suit pursuant to a 2020 Asset Acquisition Agreement between Universal Music Corp. (ASCAP), Songs of Universal (BMI) and Universal Tunes (SESAC) and Robert Dylan a/k/a Bob Dylan o/b/o himself and d/b/a Special Rider Music (SESAC), Big Sky Music (SESAC), Dwarf Music (SESAC), Ram's Horm Music (SESAC), Wild Rider Music (BMI), and Time Jump Music (ASCAP) (the "Dylan Acquisition"). Exhibit UMPG-74B (UMPG_0000017837) (Asset Acquisition Agreement).

75. **Jaime Robertson** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-75; Exhibit UMPG-75A. Jamie Robertson a.k.a. Robbie Robertson entered into a 1968 Songwriting Agreement with Callee Music Corp., which rights Callee Music Corp. assigned to Dwarf Music. Exhibit UMPG-75B (UMPG_0000004342) (agreement and assignments). Plaintiff Songs of Universal owns or controls exclusive rights to the

Work in Suit pursuant to the Dylan Acquisition. Exhibit UMPG-75B (UMPG_0000017837) (Asset Acquisition Agreement); (UMPG_0000011184) (Schedule 5.9.2).

76. **Dennis Lambert & Brian Potter** are named claimants and/or authors on the copyright registration for one Work in Suit. *See* Appendix UMPG-76; Exhibit UMPG-76A. Plaintiff Songs of Universal owns or controls exclusive rights to this Work in Suit pursuant to a 2007 assignment from Brian Potter to Plaintiff Songs of Universal. *See* Exhibit UMPG-76B (UMPG_0000014588) (Assignment).

77. **Emily Sailers** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-77; Exhibit UMPG-77A. Plaintiff Songs of Universal owns or controls exclusive rights to this Work in Suit pursuant to 2022 exclusive Songwriter and Co-Publishing Agreement and assignments from Emily Sailers and Amy Ray to Plaintiff Songs of Universal. *See* Exhibit UMPG-77B (UMPG_0000005111) (Exclusive Songwriter Agreement, Co-Publishing Agreement).

78. **Ricky Walters p.k.a. Slick Rick** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-78; Exhibit UMPG-78A. Plaintiff Songs of Universal owns or controls exclusive rights to this Work in Suit pursuant to 2022 exclusive Administration Agreement. *See* Exhibit UMPG-78B (UMPG_0000005186) (Administration Agreement).

79. **Mars Bonfire** is a named claimant and/or author on the copyright registrations for one Work in Suit. *See* Appendix UMPG-79; Exhibit UMPG-79A. Plaintiff Songs of Universal owns or controls exclusive rights to this Work in Suit pursuant to 2020 Asset Acquisition Agreement with Mars Bonfire. *See* Exhibit UMPG-79B (UMPG_0000004249) (Asset Acquisition Agreement).

80. **Bill Withers** is a named claimant and/or author on the copyright registrations for three Works in Suit. *See* Appendix UMPG-80; Exhibit UMPG-80A. Plaintiff Songs of Universal acquired exclusive rights to these Works in Suit pursuant to a 2018 Asset Purchase Agreement between Plaintiffs UMC and Songs of Universal and Avant Garde Music Publishing and Interior

Music Corp., which owned the Works in Suit. Exhibit UMPG-80B (UMPG_0000004427) (Asset Purchase and Sale Agreement).

81. **Ron VanZant or Ronnie Van Zant** is a named claimant and/or author on the copyright registrations for five Works in Suit. *See* Appendix UMPG-81; Exhibit UMPG-81A. Plaintiff Songs of Universal acquired exclusive rights to these Works in Suit pursuant to a 2002 Asset Purchase Agreement between Universal-Duchess Music Corporation and the estate of Ronnie Van Zant. Exhibit UMPG-81B (UMPG_0000005218) (Asset Purchase Agreement). Universal - Duchess Music Corporation subsequently merged into Plaintiff Songs of Universal. Exhibit UMPG-81B (UMPG_0000003523) (Agreement and Plan of Merger).

82. **Gordon Sumner** is a named claimant and/or author on the copyright registrations for 17 Works in Suit. *See* Appendix UMPG-82; Exhibit UMPG-82A. Plaintiff Songs of Universal acquired exclusive rights to these Works in Suit pursuant to a 2021 catalog Purchase Agreement of works owned by Gordon M. Sumner. Exhibit UMPG-82B (UMPG_0000004741) (Asset Purchase Agreement); (UMPG_0000004719) (Assignment).

83. **Don McLean** is a named claimant and/or author on the copyright registration for three Works in Suit. *See* Appendix UMPG-83; Exhibit UMPG-83A. Plaintiff Songs of Universal acquired exclusive rights to these Works in Suit pursuant to an exclusive Administration Agreement, as amended. *See* Exhibit UMPG-83B (UMPG_0000015652) (2006 Administration Agreement); (UMPG_0000006003) (2010 Amendment); (UMPG_0000006005) (2018 Amendment).

84. **Trousdale Music Publishers, Inc. and/or John Kay and Jenny Rae Adamo** are named claimants and/or authors on the copyright registrations for one Work in Suit. *See* Appendix UMPG-84; Exhibit UMPG-84A. Plaintiff Songs of Universal owns or controls exclusive rights to the Work in Suit pursuant to a 1997 acquisition by Music Corporation of America of all renewal rights of the Work in Suit from the estate of Jenny Rae Adamo. Exhibit UMPG-84B (UMPG_0000016573) (Agreements and Assignments). As described in paragraph 20 above, Music Corporation of America changed its name to Plaintiff Songs of Universal.

85. **Chris Brown** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-85; Exhibit UMPG-85A. Plaintiff Songs of Universal acquired exclusive rights to the Work in Suit pursuant to a 2021 exclusive Administration Agreement. Exhibit UMPG-85B (UMPG_0000004688) (Administration Agreement). Separately, Plaintiff Songs of Universal acquired exclusive rights to the Work in Suit pursuant a 2005 Exclusive Songwriter and Co-Publishing Agreement with Chris Brown d/b/a Culture Beyond Ur Experience Publishing. Exhibit UMPG-85B (UMPG_0000006008) (Exclusive Songwriter and Co-Publishing Agreement).

86. **Daniel Dee Snider and/or Snidest Music Company** are named claimants and/or authors on the copyright registration for one Work in Suit. *See* Appendix UMPG-86; Exhibit UMPG-86A. Plaintiff Songs of Universal acquired exclusive rights to the Work in Suit pursuant to a 2015 asset purchase agreement between Daniel D. Snider and Snidest Music Company and Universal Tunes, a division of Songs of Universal, Inc. Exhibit UMPG-86B (UMPG_0000002900) (Asset Purchase Agreement).

87. **Benjamin Joseph Levin and/or Matza Ball Music** are named claimants and/or authors on the copyright registration for three Works in Suit. *See* Appendix UMPG-87; Exhibit UMPG-87A. Plaintiff Songs of Universal acquired exclusive rights to the Works in Suit pursuant to a 2014 Administration Agreement between Benjamin Joseph Levin, known professionally as Benny Blanco, Matza Ball Music, and Plaintiff Songs of Universal. Exhibit UMPG-87B (UMPG_0000015846) (Administration Agreement).

C. PLAINTIFF MGB NA

88. **Alan Parsons** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-88; Exhibit UMPG-88A. Plaintiff MGB NA acquired exclusive rights to the Work in Suit pursuant to a 2017 asset acquisition agreement between Plaintiff MGB NA and Alan Parsons. Exhibit UMPG-88B (UMPG_0000003463) (Asset Acquisition Agreement).

89. **Peter Shelley** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-89; Exhibit UMPG-89A. Plaintiff MGB NA acquired the

rights to the Work in Suit pursuant to a songwriting agreement between Complete Music Limited and Peter Shelley in 1993. Exhibit UMPG-89B (UMPG_0000020326) (Songwriting Agreement). In 2007, Complete Music Limited sold its business to BMG Music Publishing Ltd. Exhibit UMPG-89B (UMPG_0000022962) (Business Sale Agreement). As described in paragraph 22 above, BMG Music Publishing Ltd. ultimately transferred its exclusive rights to Plaintiff MGB NA.

90. **Ian McDonald & Peter Sinfield** are named claimants and/or authors on the copyright registrations for one Work in Suit. *See* Appendix UMPG-90; Exhibit UMPG-90A. BMG Music Publishing Ltd. acquired the rights to the Work in Suit in 1991 pursuant to a purchase agreement with E.G. Music Group Limited, who owned the rights to the Work in Suit at that time. Exhibit UMPG-90B (UMPG_0000017027) (Asset Purchase Agreement). As described in paragraph 22 above, BMG Music Publishing Ltd. ultimately transferred its exclusive rights to Plaintiff MGB NA.

91. **Loco de Amor Music, Inc., Edward Kowalczyk, Chad Taylor, Patrick Dahlheimer and/or Chad Gracey** are named claimants and/or authors on the copyright registration for one Work in Suit. *See* Appendix UMPG-91; Exhibit UMPG-91A. BMG Music Publishing Ltd. acquired the rights to the Work in Suit in 2001 pursuant to an exclusive Publishing Agreement between BMG Music Publishing Ltd and Mucho Loco Music Ltd. for the Work in Suit. Exhibit UMPG-91B (UMPG_0000017172) (Publishing Agreement). As described in paragraph 22 above, BMG Music Publishing Ltd. ultimately transferred its exclusive rights to Plaintiff MGB NA.

92. **Christine McVie** is a named claimant and/or author on the copyright registrations for four Works in Suit. *See* Appendix UMPG-92; Exhibit UMPG-92A. Plaintiff MGB NA owns or controls exclusive rights to the Works in Suit pursuant to a 1990 purchase agreement between NEM Entertainment Corp. and Christine McVie. Exhibit UMPG-92B (UMPG_0000015124) (Purchase and Sale Agreement). In 2000, NEM Entertainment subsequently sold its rights to the Works in Suit to BMG Music Publishing Ltd.. *Id.* (UMPG_0000007606) (Purchase Agreement); (UMPG_0000007859) (Recorded Assignment of Copyright). As described in paragraph 22 above, BMG Music Publishing Ltd. ultimately transferred its exclusive rights to Plaintiff MGB NA.

93. **John Hiatt and/or Lillybilly Music** are named claimants and/or authors on the copyright registrations for two Works in Suit. *See* Appendix UMPG-93; Exhibit UMPG-93A. Plaintiff MGB NA owns or controls exclusive rights to the Works in Suit pursuant to a 1992 Purchase Agreement between John Hiatt and BMG Songs and Careers-BMG Music Publishing, Inc. Exhibit UMPG-93B (UMPG_0000011657) (Purchase Agreement). BMG Songs is a former d/b/a of BMG Music Publishing NA, Inc. and as described in paragraph 23 above, subsequently became Plaintiff MGB NA following the 2006 BMG Acquisition.

94. **Rocknocker Music Company** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-94; Exhibit UMPG-94A. Plaintiff MGB NA acquired exclusive rights to the Work in Suit pursuant to a 1996 purchase agreement between Rocknocker Music Company and BMG Songs and Careers-BMG Music Publishing Inc. Exhibit UMPG-94B (UMPG_0000015448) (Purchase Agreement). BMG Songs is a former d/b/a of BMG Music Publishing NA, Inc. and as described in paragraph 23 above, subsequently became Plaintiff MGB NA following the 2006 BMG Acquisition.

95. **Howard Greenfield** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-95; Exhibit UMPG-95A. Plaintiff MGB NA acquired exclusive rights to the Work in Suit pursuant to a 1996 purchase agreement between BMG Songs and Careers – Music, Inc. and the estate of Howard Greenfield. Exhibit UMPG-95B (UMPG_0000013648) (Asset Purchase Agreement); (UMPG_0000013509) (amendment). BMG Songs is a former d/b/a of BMG Music Publishing NA, Inc. and as described in paragraph 23 above, subsequently became Plaintiff MGB NA following the 2006 BMG Acquisition.

96. **Smells Like Phys Ed Music, Inc., Nick Wheeler and/or Tyson Ritter** are named claimants and/or authors on the copyright registrations for two Works in Suit. *See* Appendix UMPG-96; Exhibit UMPG-96A. Plaintiff MGB NA acquired exclusive rights to the Works in Suit pursuant to a 2005 Co-Publishing Agreement between Smells Like Phys Ed Music, Ritter and Wheeler and BMG Songs, a division of BMG Music Publishing NA, Inc. *See* Exhibit UMPG-96B (UMPG_0000002413) (Co-Publishing Agreement). BMG Songs is a former d/b/a of BMG Music

Publishing NA, Inc. and as described in paragraph 23 above, subsequently became Plaintiff MGB NA following the 2006 BMG Acquisition.

97. **Peter Cetera** is a named claimant and/or author on the copyright registrations for three Works in Suit. *See* Appendix UMPG-97; Exhibit UMPG-97A. Plaintiff MGB NA acquired exclusive rights to the Works in Suit pursuant to a 1993 purchase agreement between Peter Cetera and BMG Songs and Careers-BMG Music Publishing Inc. Exhibit UMPG-97B (UMPG_0000005345) (Purchase Agreement). BMG Songs is a former d/b/a of BMG Music Publishing NA, Inc. and as described in paragraph 23 above, subsequently became Plaintiff MGB NA following the 2006 BMG Acquisition.

98. **Jane Wiedlin** is a named claimant and/or author on the copyright registrations for one Work in Suit. *See* Appendix UMPG-98; Exhibit UMPG-98A. BMG Songs acquired exclusive rights to the Work in Suit pursuant to a 1996 purchase agreement with Jane Wiedlin. Exhibit UMPG-98B (UMPG_0000016554) (Purchase Agreement). BMG Songs is a former d/b/a of BMG Music Publishing NA, Inc. and as described in paragraph 23 above, subsequently became Plaintiff MGB NA following the 2006 BMG Acquisition.

99. **Charlotte Caffey** is a named claimant and/or author on the copyright registrations for one Work in Suit. *See* Appendix UMPG-99; Exhibit UMPG-99A. BMG Songs acquired exclusive rights to the Work in Suit pursuant to a 1996 purchase letter agreement. Exhibit UMPG-99B (UMPG_0000025823) (Purchase Letter Agreement). BMG Songs is a former d/b/a of BMG Music Publishing NA, Inc. and as described in paragraph 23 above, subsequently became Plaintiff MGB NA following the 2006 BMG Acquisition.

100. **John Lydon** is a named claimant and/or author on the copyright registrations for two Works in Suit. *See* Appendix UMPG-100; Exhibit UMPG-100A. Plaintiff MGB NA acquired exclusive rights to the Work in Suit pursuant to a 1996 Asset Acquisition Agreement between BMG Songs and Careers-BMG Publishing, Inc. and John Lydon. Exhibit UMPG-100B (UMPG_0000015881) (Asset Acquisition Agreement). BMG Songs is a former d/b/a of BMG Music Publishing NA, Inc. and as described in paragraph 23 above, subsequently became Plaintiff MGB NA following the 2006 BMG Acquisition.

101. **Christopher Cross** is a named claimant and/or author on the copyright registrations for two Works in Suit. *See* Appendix UMPG-101; Exhibit UMPG-101A. Plaintiff MGB NA acquired exclusive rights to the Works in Suit pursuant to a 1989 Co-Publishing and catalog Purchase Agreement between Christopher Cross and BMG Songs, as amended. Exhibit UMPG-101B (UMPG_0000024777) (Co-Publishing Agreement). BMG Songs is a former d/b/a of BMG Music Publishing NA, Inc. and as described in paragraph 23 above, subsequently became Plaintiff MGB NA following the 2006 BMG Acquisition.

102. **Kris Kristofferson** is a named claimant and/or author on the copyright registrations for one Work in Suit. *See* Appendix UMPG-102; Exhibit UMPG-102A. Plaintiff MGB NA acquired exclusive rights to the Works in Suit pursuant to a 1968 Songwriting Agreement between Kris Kristofferson and Buckhorn Publishing. In 1991, BMG Songs, purchased the Kristofferson catalog from Buckhorn Publishing. Exhibit UMPG-102B (UMPG_0000015084) (Purchase Agreement). BMG Songs is a former d/b/a of BMG Music Publishing NA, Inc. and as described in paragraph 23 above, subsequently became Plaintiff MGB NA following the 2006 BMG Acquisition.

103. **Barry Manilow and/or Kamakazi Music Corporation** are named claimants and/or authors on the copyright registration for one Work in Suit. *See* Appendix UMPG-103; Exhibit UMPG-103A. Plaintiff MGB NA acquired exclusive rights to the Work in Suit pursuant to a 2019 Settlement and Release and Administration Agreement between Barry Manilow and MGB NA, as amended. Exhibit UMPG-103B (UMPG_0000004172) (Settlement and Release and Administration Agreement); (UMPG_0000004362) (2021 Amendment).

104. **Charles M. Brewer & Thomas E. Shipley** are named claimants and/or authors on the copyright registrations for one Work in Suit. *See* Appendix UMPG-104; Exhibit UMPG-104A. Plaintiff MGB NA acquired exclusive rights to the Work in Suit pursuant to a 1996 Assignment from the estate of Thomas Shipley to Careers-BMG Music Publishing and the estate of Thomas Shipley. Exhibit UMPG-104B (UMPG_0000010955) (Assignment). Careers-BMG Music Publishing is a former d/b/a of BMG Music Publishing NA, Inc. *See* Exhibit UMPG-23B

(UMPG_0000004956) (fictitious business name). As discussed in paragraph 23 above, BMG Music Publishing NA, ultimately became Plaintiff MGB NA.

105. **Robert Stone** is a named claimant and/or author on the copyright registrations for one Work in Suit. *See* Appendix UMPG-105; Exhibit UMPG-105A. Stone entered into a songwriter agreement with Peso Music, which assigned copyrights to Marshall Way Music. Exhibit UMPG-105B (UMPG_0000015122) (memo summary). Marshall Way Music sold assets to BMG Songs and Careers Music, Inc. in 1989. *See id.* (UMPG_0000015680) (Purchase Agreement); (UMPG_0000011185) (Ex. A). BMG Songs is a former d/b/a of BMG Music Publishing NA, Inc. *See* Exhibit UMPG-23B (UMPG_0000004956) (fictitious business name). As described in paragraph 23 above, BMG Music Publishing NA, Inc. ultimately became Plaintiff MGB NA.

106. **Doris Payne & Gregory Carroll** are named claimants and/or authors on the copyright registrations for one Work in Suit. *See* Appendix UMPG-106; Exhibit UMPG-106A. Careers-BMG Music Publishing acquired the rights to the Work in Suit pursuant to an assignment of copyright from Payne and Carroll. Exhibit UMPG-106B (UMPG_0000015439) (Assignment). Careers-BMG Music Publishing is a former d/b/a of BMG Music Publishing NA, Inc. *See* Exhibit UMPG-23B (UMPG_0000004956) (fictitious business name). As described in paragraph 23 above, BMG Music Publishing NA, Inc. ultimately became Plaintiff MGB NA.

107. **Dewayne Blackwell** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-107; Exhibit UMPG-107A. Plaintiff MGB NA acquired exclusive rights to the Work in Suit pursuant to a 1990 exclusive Songwriter Agreement between Dewayne Blackwell and Careers Music, Inc. Exhibit UMPG-107B (UMPG_0000011830) (exclusive Songwriter Agreement). After the BMG Acquisition, Careers Music, Inc.'s name was changed to Careers-BMG Music Publishing in 1991. Careers-BMG Music Publishing is a former d/b/a of BMG Music Publishing NA, Inc. *See* Exhibit UMPG-23B (UMPG_0000004956) (fictitious business name). As described in paragraph 23 above, BMG Music Publishing NA, Inc. ultimately became Plaintiff MGB NA. Separately, in 1988, Act III Entertainment of Tennessee, Inc. purchased the stock of MultiMedia, Inc., which held the rights to

the Work in Suit. Exhibit UMPG-107B (UMPG_0000012300) (Stock Purchase Agreement). In 1989, BMG Songs and Career Music purchased the assets of Act III Entertainment. Exhibit UMPG-107B (UMPG_0000011907) (Asset Purchase Agreement). As described in paragraph 23 above, following the BMG Acquisition in September 2006, BMG Songs became Plaintiff MGB NA.

108. **Ian Gomm and Albion Music, Ltd.** are named claimants and/or authors on the copyright registration for one Work in Suit. *See* Appendix UMPG-108; Exhibit UMPG-108A. Plaintiff MGB NA acquired exclusive rights to the Work in Suit pursuant to a 1987 assignment from Albion Music Limited to Cherry Red Records, Limited, including Albion's songwriting agreements with Ian Gomm. Exhibit UMPG-108B (UMPG_0000020378) (Deed Assignment). In 2006, Cherry Red Records Limited assigned all of its rights to Complete Music Limited. *See id.* (UMPG_0000020593) (Assignment). In 2007, Complete Music Limited sold its business to BMG Music Publishing Ltd. *See* Exhibit UMPG-89B (UMPG_0000022962) (Business Sale Agreement). As described in paragraph 22 above, following the BMG Acquisition, BMG Music Publishing Ltd. ultimately transferred its exclusive rights to Plaintiff MGB NA.

109. **Dan Carey** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-109; Exhibit UMPG-109A. Plaintiff MGB NA acquired exclusive rights to the Work in Suit pursuant to a 1996 songwriter agreement with Complete Music, Ltd. Exhibit UMPG-109B (UMPG_0000017195) (songwriter agreement). In 2007, Complete Music Limited sold its business to BMG Music Publishing Ltd. Exhibit UMPG-89B (UMPG_0000022962) (Business Sale Agreement). As described in paragraph 22 above, following the BMG Acquisition, BMG Music Publishing Ltd. ultimately transferred its exclusive rights to Plaintiff MGB NA.

D. <u>PLAINTIFF POLYGRAM.</u>

110. **Millhouse Music** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-110; Exhibit UMPG-110A. Plaintiff Polygram owns or controls exclusive rights to the Work in Suit pursuant to a 1990 Single Song Publishing Agreement between Millhouse Music and Songs of Polygram International, Inc. Exhibit UMPG-

110B (UMPG_0000001695) (Publishing Agreement). As described in paragraph 28 above, Songs of Polygram International, Inc. changed its name to Universal – Songs of Polygram International, Inc., which merged with and into Plaintiff Polygram.

111. **Desmond Child** is a named claimant and/or author on the copyright registrations for two Works in Suit. *See* Appendix UMPG-111; Exhibit UMPG-111A. Plaintiff Polygram owns or controls exclusive rights to the Works in Suit pursuant to a 1996 Purchase Agreement between Polygram International Publishing, Inc. and Desmond Child *See* Exhibit UMPG-111B (UMPG_0000014922) (Purchase Agreement). As described in paragraph 29 above, Polygram International Publishing, Inc. changed its name to Universal - Polygram International Publishing, Inc., which merged with and into Plaintiff Polygram. Exhibit UMPG-29B (UMPG_0000023180) (Certificate of Merger).

112. **Jimmy or Jim Webb** is a named claimant and/or author on the copyright registrations for two Works in Suit. *See* Appendix UMPG-112; Exhibit UMPG-112A. Plaintiff Polygram owns or controls exclusive rights to the Works in Suit pursuant to a 1996 Purchase Agreement between Polygram International Publishing, Inc. and Jimmy Webb. Exhibit UMPG-112B (UMPG_0000015383) (Asset Acquisition Agreement); (UMPG_0000015343) (assignment). As described in paragraph 29 above, Polygram International Publishing, Inc. changed its name to Universal - Polygram International Publishing, Inc., which merged with and into Plaintiff Polygram. Separately, Jimmy Webb entered into an Administration Agreement with Primary Wave Music IP Fund 4 US Sub LLC ("Primary Wave 4") in 2024. Exhibit UMPG-112B (UMPG_0000014632) (Administration Agreement). Primary Wave 4 and Plaintiff UMC are parties to an Administration Agreement granting Plaintiff UMC exclusive administration rights to the Works in Suit. *See id*. (UMPG_0000007528) (Administration Agreement).

113. **Perren-Vibes Music Company and/or Dino Fekaris & Freddie Perren** are named claimants and/or authors on the copyright registrations for two Works in Suit. *See* Appendix UMPG-113; Exhibit UMPG-113A. Plaintiff Polygram owns or controls exclusive rights to the Works in Suit pursuant to a 2016 Agreement between Dino Fekaris and Grand Slam Productions, Inc. (as successor in title to the rights of Perren-Vibes Music Company) and Universal - Polygram

International Publishing, Inc. Exhibit UMPG-113B (UMPG_0000003424) (Agreement). As described in paragraph 29 above, Universal – Polygram International Publishing, Inc. merged with and into Plaintiff Polygram.

114. **Carl Perkins** a named claimant and/or author on the copyright registrations for one Work in Suit. *See* Appendix UMPG-114; Exhibit UMPG-114A. Plaintiff Polygram owns or controls exclusive rights to the Work in Suit pursuant to a 1968 Publishing Agreement between Cedarwood Publishing Co., Inc. and Carl Perkins. *See* Exhibit UMPG-114B (UMPG_0000011587) (Publishing Agreement). In 2014, Cedarwood Publishing Co., Inc. transferred its rights to the Work in Suit to Universal – Songs of Polygram International, Inc. See Exhibit UMPG-114B (UMPG_0000014559) (Asset Acquisition Agreement). As described in paragraph 28 above, Universal – Songs of Polygram International, Inc. merged with and into Plaintiff Polygram.

115. **Jim Steinman** is a named claimant and/or author on the copyright registrations for one Work in Suit. *See* Appendix UMPG-115; Exhibit UMPG-115A. Plaintiff Polygram acquired exclusive rights to the Work in Suit pursuant to an assignment of copyright and exclusive Administration Agreement between Jim Steinman and Songs of Polygram International, Inc. Exhibit UMPG-115B (UMPG_0000009298) (Assignment of Copyright). As described in paragraph 28 above, Songs of Polygram International, Inc. changed its name to Universal – Songs of Polygram International, Inc., which merged with and into Plaintiff Polygram.

116. **Danny Dill** is a named claimant and/or author on the copyright registrations for one Work in Suit. *See* Appendix UMPG-116; Exhibit UMPG-116A. Plaintiff Polygram acquired exclusive rights to the Work in Suit pursuant to a 2014 agreement between Ava Dill Bissell and Universal-Songs of Polygram International, Inc. for the rights to musical compositions of Danny Dill. *See* Exhibit UMPG-114B (UMPG_0000014559) (Asset Purchase Agreement). As described in paragraph 28 above, Universal – Songs of Polygram International, Inc. merged with and into Plaintiff Polygram.

117. **Joseph Brooks** is a named claimant and/or author on the copyright registrations for one Work in Suit. *See* Appendix UMPG-117; Exhibit UMPG-117A. Plaintiff Polygram acquired exclusive rights to the Work in Suit pursuant to an assignment of 100% of the interest of Joseph

Brooks o/b/o A&N Music Corp. to Polygram International Publishing, Inc. and Songs of Polygram International, Inc. Exhibit UMPG-117B (UMPG_0000002101) (Assignment of Copyrights and agreements). As described in paragraph 28 above, Songs of Polygram International, Inc. changed its name to Universal – Songs of Polygram International, Inc., which merged with and into Plaintiff Polygram.

118. **Elton John and/or Bernie Taupin** are named claimants and/or authors on the copyright registrations for eight Works in Suit. *See* Appendix UMPG-118; Exhibit UMPG-118A. Plaintiff Polygram acquired exclusive rights to these Works in Suit pursuant to a 1967 exclusive songwriting agreement between Dick James Music Limited, Reginald Kenneth Dwight p/k/a Elton John, and Bernard John Taupin, as amended (*see* Exhibit UMPG- 118B (UMPG_0000004493) (Songwriting Agreement); (UMPG_0000004528; UMPG_0000004520) (Amendments)), and a subsequent sale of the subject compositions by Elton John, Bernie Taupin, and Happenstance Limited to Dick James Music Limited in 1991. *See id*. (UMPG_0000004535) (Sale and Purchase Agreement); (UMPG_0000004500) (Supplemental Agreement); (UMPG_0000020476) (Dick James Catalog). In 1999, Dick James Music changed its name to Universal/Dick James Music Limited. *See id*. (UMPG_0000022817) (Certificate of Name Change). Universal/Dick James Music Limited licensed its rights to UMP International Ltd. (*see id*. (UMPG_0000022818) (Intercompany License Agreement), which, as described in paragraph 30 above, licensed its exclusive rights to Plaintiff Polygram.

119. **Gerrard Marsden** is a named claimant and/or author on the copyright registrations for one Work in Suit. *See* Appendix UMPG-119; Exhibit UMPG-119A. Plaintiff Polygram acquired the exclusive rights to the Work in Suit pursuant to a 1964 Agreement between Gerrard Marsden and Pacer Music Ltd. a/k/a Pacermusic Ltd. which subsequently assigned exclusive rights to the Work in Suit to Dick James Music Ltd. in 1976. *See* Exhibit UMPG-119B (UMPG_0000016236) (Agreement); (UMPG_0000021444) (Letter of Direction). As described in paragraph 118 above, Dick James Music changed its name to Universal/Dick James Music Limited, and Universal/Dick James Music Limited licensed its rights to UMP International Ltd., which in turn licensed its exclusive rights to Plaintiff Polygram.

120. **Reg Presley** is a named claimant and/or author on the copyright registrations for one Work in Suit. *See* Appendix UMPG-120; Exhibit UMPG-120A. Plaintiff Polygram acquired exclusive rights to the Work in Suit pursuant to a 1967 songwriter agreement between Reginald Maurice Ball k/p/a Reg Presley and Dick James Music Limited. Exhibit UMPG-120B (UMPG_0000017109) (Songwriter Agreement). As described in paragraph 118 above, Dick James Music changed its name to Universal/Dick James Music Limited, and Universal/Dick James Music Limited licensed its rights to UMP International Ltd., which in turn licensed its exclusive rights to Plaintiff Polygram.

121. **Roger Cook, Roger Greenaway & Allan Clarke** are named claimants and/or authors on the copyright registrations for one Work in Suit. *See* Appendix UMPG-121; Exhibit UMPG-121A. Plaintiff Polygram acquired exclusive rights to the Work in Suit pursuant to a 1971 agreement between Roger Cook, Roger Greenaway & Allan Clarke and Cookaway Music Limited. Exhibit UMPG-121B (UMPG_0000022881) (Agreement). Theobalds Music, Inc. subsequently acquired exclusive rights to the Work in Suit from Cookaway Music Limited. Exhibit UMPG-121B (UMPG_0000022915) (Notice of Assignment of Rights). Polygram International Publishing, Inc. acquired the exclusive rights to the Work in Suit from Theobalds Music, Inc. in 1989. Exhibit UMPG-121B (UMPG_0000022926) (Notice of Assignment of Rights). As described in paragraph 29 above, Polygram International Publishing, Inc. changed its name to Universal - Polygram International Publishing, Inc., which merged with and into Plaintiff Polygram.

122. **Mitchell Rowland and/or Harry Styles** are named claimants and/or authors on the copyright registrations for three Works in Suit. *See* Appendix UMPG-122; Exhibit UMPG-122A. Plaintiff Polygram acquired exclusive rights to the Works in Suit pursuant to a 2016 Songwriter Agreement between Harry Styles and UMP Limited. Exhibit UMPG-122B (UMPG_0000021404) (Songwriter Agreement). As described in paragraph 30 above, UMP Limited ultimately licensed its exclusive rights to Plaintiff Polygram.

123. **Wiija Music, Ltd. and Tjinder Nurpuri** are named claimants and/or authors on the copyright registration for one Work in Suit. *See* Appendix UMPG-123; Exhibit UMPG-123A. Plaintiff Polygram acquired exclusive rights to the Work in Suit pursuant to a 1995 exclusive

songwriting agreement between Tjinder Nurpuri and Wiiija Music Limited. Exhibit UMPG-123B (UMPG_0000021124) (Songwriting Agreement). Wiiija Music Limited is a former name of Universal/Momentum Music 2 Limited. *See* https://find-and-update.company-information.service.gov.uk/company/02850484. In 2012, UMP Limited acquired all rights from Universal/Momentum Music 2 Limited for the Work in Suit pursuant to an assignment and novation agreement. Exhibit UMPG-123B (UMPG_0000021343) (Deed of Novation). As described in paragraph 30 above, UMP Limited ultimately licensed its exclusive rights to Plaintiff Polygram.

124. **Morrissey/Marr Songs, Ltd. and/or Steven Morrissey and John Marr a.k.a. Johnny Marr** are named claimants and/or authors on the copyright registration for one Work in Suit. *See* Appendix UMPG-124; Exhibit UMPG-124A. Plaintiff Polygram acquired exclusive rights to the Work in Suit pursuant to a 2001 Songwriter Agreement between Marr Songs Limited, on behalf of Johnny Marr, and UMP Limited. Exhibit UMPG-124B (UMPG_0000017134) (Songwriter Agreement). As described in paragraph 30 above, UMP Limited ultimately licensed its exclusive rights to Plaintiff Polygram.

125. **Steve Gibb** is a named claimant and/or author on the copyright registrations for one Work in Suit. *See* Appendix UMPG-125; Exhibit UMPG-125A. Plaintiff Polygram acquired exclusive rights to the Work in Suit pursuant to a 1974 exclusive songwriting agreement between Angel Wing Music and Steve Gibb. Exhibit UMPG-125B (UMPG_0000016528) (Gibb/Angel Wing Agreements). In 1983, Jack and Bill Music Company acquired the assets of Angel Wing Music. Exhibit UMPG-125B (UMPG_0000016507) (Purchase Agreement, also endorsed by Steve Gibb); (UMPG_0000016489) (Assignment of Copyright). In 1989, Polygram International, Inc. acquired the assets of T.B. Harms Company, including the assets of Bibo Music Publishers and Jack and Bill Music Company (the "Bibo Acquisition"). Exhibit UMPG-125B (UMPG_0000006131) (Purchase and Sale Agreement). Following the Bibo Acquisition, Polygram International, Inc. assigned the Works in Suit to Polygram International Publishing, Inc. d/b/a Jack and Bill Music Company, a subsidiary of Polygram International, Inc. *Id.* As described in paragraph 29 above, Polygram International Publishing, Inc. changed its name to Universal -

Polygram International Publishing, Inc., which merged with and into Plaintiff Polygram. Separately, Polygram International, Inc. changed its name to Polygram Publishing, Inc. in 1990. Exhibit UMPG-125B (UMPG_0000025653) (Certificate of Amendment)

126. **Otto A. Harbach and/or Jerome Kern** are named claimants and/or authors on the copyright registrations for two Works in Suit. *See* Appendix UMPG-126; Exhibit UMPG-126A. Plaintiff Polygram acquired exclusive rights to the Works in Suit pursuant to a 1980 Agreement between Betty Kern Miller and T.B. Harms Company. As described in paragraph 125 above, Polygram International, Inc. acquired the assets of T.B. Harms Company, including the assets of Bibo Music Publishers. Following the Bibo Acquisition, Polygram International, Inc. assigned the Works in Suit to Polygram International Publishing, Inc., a subsidiary of Polygram International, Inc. As described in paragraph 29 above, Polygram International Publishing, Inc. changed its name to Universal - Polygram International Publishing, Inc., which merged with and into Plaintiff Polygram. Separately, Polygram International, Inc. changed its name to Polygram Publishing, Inc. in 1990.

127. **Jim Weatherly and/or James D. Weatherly** is a named claimant and/or author on the copyright registrations for two Works in Suit. *See* Appendix UMPG-127; Exhibit UMPG-127A. Plaintiff Polygram acquired exclusive rights to the Works in Suit pursuant to a 1974 exclusive Songwriter's Agreement between Jim Weatherly and KECA Music, Inc. Exhibit UMPG-127B (UMPG_0000015217) (Songwriter's Agreement). In 1984, KECA sold the Works in Suit to Bibo Music Publishers and Vogue Music. *See id.* (UMPG_0000008639) (Purchase Agreement); UMPG_0000015238 (Assignment of Copyright). As described in paragraph 125 above, Polygram International, Inc. acquired the assets of Bibo Music Publishers. Following the Bibo Acquisition, Polygram International, Inc. assigned the Works in Suit from Bibo to Polygram International Publishing, Inc. and from Vogue Music to Songs of Polygram International, Inc. As described in paragraphs 28 and 29 above, Polygram International Publishing, Inc. and Songs of Polygram International, Inc. later became Plaintiff Polygram.

128. **Wayland Holyfield** is a named claimant and/or author on the copyright registrations for one Work in Suit. *See* Appendix UMPG-128; Exhibit UMPG-128A. Plaintiff

Polygram acquired exclusive rights to the Work in Suit pursuant to a 1975 exclusive Songwriter's Agreement between Wayland Holyfield, Vogue Music and Maplehill Music. Exhibit UMPG-128B (UMPG_0000009376) (Songwriter's Agreement and extensions). In 1981, Vogue Music assigned its rights to the Work in Suit to Bibo Music Publishers. *Id*. As described in paragraph 125 above, Polygram International, Inc. acquired the assets of Bibo Music Publishers. Following the Bibo Acquisition, Polygram International, Inc. assigned the Work in Suit to Polygram International Publishing, Inc, a subsidiary of Polygram International, Inc. As described in paragraph 29 above, Polygram International Publishing, Inc. changed its name to Universal - Polygram International Publishing, Inc., which merged with and into Plaintiff Polygram.

129. **Chips Moman and/or Bobby Emmons** are named claimants and/or authors on the copyright registrations for one Work in Suit. *See* Appendix UMPG-129; Exhibit UMPG-129A. Plaintiff Polygram acquired exclusive rights to the Work in Suit pursuant to a 1980 exclusive Songwriter's Agreement between Emmons and Baby Chick Songs. Exhibit UMPG-129B (UMPG_0000009695) (Songwriters' Agreement and schedules). Baby Chick Songs subsequently sold its assets to Bibo Music Publishers and Vogue Music. Exhibit UMPG-129B (UMPG_0000009712) (Purchase Agreement and Closing Documents). As described in paragraph 125 above, Polygram International, Inc. acquired the assets of Bibo Music Publishers. Following the Bibo Acquisition, Polygram International, Inc. assigned the Works in Suit from Bibo to Polygram International Publishing, Inc. and from Vogue Music to Songs of Polygram International, Inc. As described in paragraphs 28 and 29 above, Polygram International Publishing, Inc. and Songs of Polygram International, Inc. later became Plaintiff Polygram.

130. **Jeff Barry and/or Ellie Greenwich** are named claimants and/or authors on the copyright registrations for one Work in Suit. *See* Appendix UMPG-130; Exhibit UMPG-130A. Plaintiff Polygram acquired exclusive rights to the Work in Suit pursuant to a 1996 asset purchase agreement between Jeff Barry and Ellie Greenwich and Songs of Polygram International, Inc. Exhibit UMPG-130B (UMPG_0000022379) (Barry Asset Purchase Agreement); (UMPG_0000022121) (Greenwich Asset Purchase Agreement). As described in paragraph 28

above, Songs of Polygram International, Inc. changed its name to Universal – Songs of Polygram International, Inc., which merged with and into Plaintiff Polygram.

131. **Phil Lynott** is a named claimant and/or author on the copyright registrations for one Work in Suit. *See* Appendix UMPG-131; Exhibit UMPG-131A. Plaintiff Polygram acquired exclusive rights to the Work in Suit pursuant to a 1991 Writers' Agreement between the personal representatives of Phil Lynott, among others, and Polygram Music Publishing Ltd. Exhibit UMPG-131B (UMPG_0000017762) (Writers' Agreement). As described in paragraph 33 above, Polygram Music Publishing Ltd. is the former name of UMP Limited and licensed its exclusive rights to Plaintiff Polygram.

132. **Jimmy Cliff** is a named claimant and/or author on the copyright registrations for two Works in Suit. *See* Appendix UMPG-132; Exhibit UMPG-132A. Plaintiff Polygram acquired exclusive rights to the Works in Suit pursuant to a purchase agreement between Jimmy Cliff and Universal/Island Music Ltd. Exhibit UMPG-132B (UMPG_0000021488) (Purchase Agreement). As described in paragraphs 30 and 34 above, Universal/Island Music Ltd. licensed its exclusive rights UMP International Ltd., which in turn licensed its exclusive rights to Plaintiff Polygram.

133. **Muff Winwood, Spencer Davis and/or Steve Winwood** are named claimants and/or authors on the copyright registrations for one Work in Suit. *See* Appendix UMPG-133; Exhibit UMPG-133A. Plaintiff Polygram acquired exclusive rights to the Work in Suit pursuant to a 1966 publishing agreement between Davis and Winwood and Island Music Limited. Exhibit UMPG-133B (UMPG_0000021956) (Publishing Agreement). As described in paragraphs 30 and 34 above, Island Music Limited was a past name of Universal/Island Music Ltd., and Universal/Island Music Ltd. licensed its exclusive rights UMP International Ltd., which in turn licensed its exclusive rights to Plaintiff Polygram.

E. PLAINTIFF UMZ

134. **Shaffer Smith** is a named claimant and/or author on the copyright registrations for two Works in Suit. *See* Appendix UMPG-134; Exhibit UMPG-134A. Plaintiff UMZ acquired exclusive rights to the Works in Suit pursuant to a 2007 exclusive Co-Publishing Agreement, as amended, with Shaffer Smith p/k/a "Ne Yo" (*see* Exhibit UMPG-134B (UMPG_0000004632) (Co-

Publishing Agreement)) and a 2020 purchase agreement. Exhibit UMPG-134B (UMPG_0000004356) (Letters of Direction). Separately, Plaintiff UMZ acquired exclusive rights to one of the Works in Suit pursuant to a 2005 Assignment from Shaffer Smith p/k/a "Ne Yo" d/b/a Super Saiyan Publishing. Exhibit UMPG-134B (UMPG_0000016703) (Assignment).

135. **Edward Grant, Inc.** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-135; Exhibit UMPG-135A. In 1992, Plaintiff UMZ acquired the Work in Suit via a Stock Purchase Agreement between BMG Holdings, Inc. and the three shareholders of the outstanding capital stock of Reunion Entertainment Group, Inc., which owned Edward Grant, Inc. Exhibit UMPG-135B (UMPG_0000022668) (Stock Purchase Agreement). In 2004, BMG Songs assigned its rights to the Work in Suit to Brentwood-Benson Music Publishing. Exhibit UMPG-135B (UMPG_0000021922) (Assignment). Following the BMG Acquisition described above, Plaintiff MGB NA assigned the rights to the Work in Suit to Universal Music - Brentwood Benson Publishing, a division of Plaintiff UMZ. Exhibit UMPG-135B (UMPG_0000021175) (Assignment of Copyright).

136. **Maranatha! Music** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix UMPG-136; Exhibit UMPG-136A. Plaintiff UMZ acquired exclusive rights to the Work in Suit pursuant to a 2010 Asset Purchase Agreement between Maranatha Music and Brentwood-Benson, a division of Plaintiff UMZ. Exhibit UMPG-136B (UMPG_0000020746) (Asset Purchase Agreement).

137. **Gary Harrison and/or Windswept Pacific Entertainment** are named claimants and/or authors on the copyright registration for one Work in Suit. *See* Appendix UMPG-137; Exhibit UMPG-137A. Plaintiff UMZ acquired exclusive rights to the Work in Suit pursuant to an exclusive Songwriter and Co-Publishing Agreement between EMI Music Publishing (as successor-in-interest to Windswept Pacific Entertainment) and Gary Harrison, and an Asset Acquisition Agreement between Harrison and Big Picture Entertainment LLC. Exhibit UMPG-137B (UMPG_0000010008) (Songwriter and Co-Publishing Agreement; Asset Acquisition Agreement, and summaries), (UMPG_0000010213) (same). Big Picture Entertainment sold its rights in the Work in Suit to Zomba Enterprises Inc. and Zomba Songs Inc., as consented to by Gary Harrison.

Id. As described in paragraph 37 above, Zomba Enterprises, Inc. merged into Zomba Music Publishing LLC, and the surviving entity was first renamed Zomba Enterprises LLC, then later renamed Plaintiff UMZ.

THE UMPG PLAINTIFFS' COPYRIGHT REGISTRATION PRACTICES

138. The UMPG Plaintiffs own and/or control exclusive rights with respect to an extensive catalog of copyrighted musical compositions. As noted above, these exclusive copyright interests in the UMPG Plaintiffs' catalogs of musical compositions are their principal corporate assets and are central to their businesses.

139. As such, the UMPG Plaintiffs take seriously the need to timely apply for registration of their works with the United States Copyright Office. That application will include a completed application form, the filing fee, and one copy of the "best edition" of the work (referred to as the "deposit copy"). The "best edition" is typically the highest quality print or digital version of the work.

140. The form of the UMPG Plaintiffs' deposit copies has changed over time. Before about 1984, deposits of musical compositions were generally copies of printed sheet music. In 1984, the U.S. Copyright Office changed its rules to permit musical works to be registered with phonorecords (sound recordings) as the deposit copy. Initially those recordings were cassette tapes and CDs, and later MP3 or other digital file formats.

141. The deposit copy of a registered work is delivered to the U.S. Copyright Office with the application. The main purpose of the deposit copy is to build up the collection of the Library of Congress and therefore, it is not returned to the registrant. The UMPG Plaintiffs do not systematically retain copies of these deposits, nor is there any legal requirement to do so.

142. However, that does not mean that the UMPG Plaintiffs do not know what the lyrics to their compositions are. For older works, the sheet music delivered to the U.S. Copyright Office would be the same or nearly the same as the version recorded contemporaneously by the songwriter or a different recording artist. The sheet music would also typically be published individually and in songbooks for others to perform. For newer works where the deposit was the commercial sound

recording, those recordings exist today and can be accessed by anyone at retail stores or through multiple online services.

143. To the extent the UMPG Plaintiffs wish to refer to lyrics of a particular song, we will use one of our online licensees, such as LyricFind.com. This service obtains the lyrics to songs from commercially released sound recordings and makes the lyrics available on the site, consistent with our negotiated license agreement. As the LyricFind.com lyrics are based on the commercial sound recording, they will be identical or nearly identical (with room for slight variations) to the deposit copy for a given work.

144. In other words, there is no legal or practical need for the UMPG Plaintiffs to retain copies of the deposit copy of our compositions. Nevertheless, the UMPG Plaintiffs have effectively done just that because the commercial sound recording of the work, which is publicly available, is the same as the deposit copy. The substance of the registered work, including its materially accurate lyrics, is never seriously disputed in the regular course of the UMPG Plaintiffs' businesses.

145. As attested in my prior declaration (ECF No. 187), for purposes of this case, I have confirmed that the lyrics to the UMPG Works in Suit available on the lyric aggregator LyricFind.com are genuine and materially accurate.

THE UMPG PLAINTIFFS' BUSINESS AND LICENSING EXAMPLES

146. The UMPG Plaintiffs work to discover and grow songwriters across the country. This includes negotiating and administering licenses to copyrighted works on behalf of their songwriters, which may include the rights to reproduce, display, distribute, or create derivative works from the UMPG Plaintiffs' catalogs. In addition, the UMPG Plaintiffs collect and distribute royalties earned by their catalogs of copyrighted works and otherwise work to protect their songwriters' creative effort.

147. The licensing of musical compositions—including for use of lyrics in internet-based media—is a critical component of the UMPG Plaintiffs' businesses and a fundamental means by which their songwriters earn a living. The UMPG Plaintiffs rely on this model of licensing, permission, and authorization to ensure that the UMPG Plaintiffs and the songwriters

they represent are compensated for authorized uses of their works and retain control over the exploitation of such works.

148. The UMPG Plaintiffs license the UMPG Works in Suit (along with various other musical compositions from UMPG's catalog) and their accompanying lyrics for use in sound recordings, public performances, samples, remixes, printed sheet music, commercials, advertisements, motion pictures, television shows, lyric aggregators, lyric websites (which may include lyric translation), karaoke products, and numerous other digital platforms and services. The UMPG Plaintiffs also license their works for use in other media forms, such as books, magazines, greeting cards, and merchandise.

149. Specifically, the UMPG Plaintiffs have licensed lyrics in their catalogs to lyric "aggregators," such as LyricFind.com (UMPG_0000018093) and Musixmatch.com (UMPG_0000000335), who are granted the right to distribute the UMPG Plaintiffs' lyrics through their own websites, as well as the right to sublicense the UMPG Plaintiffs' lyrics to other lyric websites and digital services, subject to certain safeguards and prohibitions on certain uses. Additionally, the UMPG Plaintiffs have also licensed directly to lyric websites, such as Genius.com (UMPG_0000000311), and to various other digital services, including Amazon Music (UMPG_0000000275; UMPG_0000000366), Apple Music (UMPG_0000000388; UMPG_0000023090), Meta (Facebook) (UMPG_0000000532), Snapchat (UMPG_0000023040), Spotify (UMPG_0000023257), and YouTube (UMPG_0000023282; UMPG_0000000001), among others (*e.g.*, UMPG_0000023125 (Pandora)).

150. In turn, licensees like LyricFind and Musixmatch often sublicense the UMPG Plaintiffs' works to search engines like Google, other lyrics websites like AZLyrics.com, Elyrics.net, Lyrics.com, Lyricsfreak.com, Lyricsmode.com, and Lyricstranslate.com, and other digital music services. The UMPG Plaintiffs are able to identify sublicensees of their works based on the attribution information included on the sublicensees' websites.

151. Through these licensed channels and others, authorized copies of the lyrics to the UMPG Works in Suit and other works in the UMPG Plaintiffs' catalogs are widely disseminated and available to the public, allowing consumers to access and enjoy authorized copies of the lyrics

to these works, including looking up lyrics to specific songs, identifying song titles or full lyrics based on lyric excerpts, and locating translations of song lyrics.

152. The UMPG Plaintiffs ensure that there are certain restrictions in place when licensing the use of their works to protect the rights and artistic visions of their songwriters. For example, these licenses may include a requirement that any copying of the UMPG Plaintiffs' lyrics is done solely for personal, non-commercial purposes.

153. For example, [redacted] A true and correct copy of this agreement is attached hereto as **Exhibit A**, bearing Bates number UMPG_0000000311.

154. Another important safeguard often included in these licenses is an explicit requirement that licensees indicate that the songs are copyrighted and provide attribution so that consumers understand the songwriter, music publisher, and occasionally the musical society affiliation. Importantly, attribution and copyright information are a standard expectation in the lyrics licensing market. As a general matter, if a contract is silent regarding attribution and copyright management information, it is understood that this type of information will be included whenever a lyric aggregator displays the work. The UMPG Plaintiffs, as rightsholders, have the expectation that attribution and copyright management information will be displayed alongside their lyrics, and their licensees understand that there is an obligation to display such information.

155. For example, [redacted] **Exhibit A**.

156. Similarly, [redacted] A

true and correct copy of this agreement is attached hereto as **Exhibit B**, bearing Bates number UMPG_0000000335.

157. Proper attribution and inclusion of copyright management information is vital to the UMPG Plaintiffs' businesses. It demonstrates to the consumer that a particular work is protected by copyright and indicates to potential licensees that one of the UMPG Plaintiffs is the proper party from whom to seek licenses for their own use of the works. Moreover, attribution ensures that the songwriters and artists responsible for a particular work enjoy the valuable reputational benefits from being properly identified as the creators behind their work. Display of lyrics without proper attribution and copyright management information is therefore incredibly damaging to the UMPG Plaintiffs' licensing business and the livelihood of their songwriters.

158. The UMPG Plaintiffs (referred to in these agreements as "UMPG") have been at the forefront of the burgeoning AI training data licensing market and are actively licensing their works for use as training data for a variety of generative AI companies and other AI tools.

159. In October 2025, UMPG entered into a licensing agreement with music AI company Udio to train its generative AI models on UMPG's musical compositions, including UMPG's lyrics (UMPG_0000024457). [redacted] Importantly, this agreement recognizes UMPG's ownership and control over output of derivative works based on licensed content.

160. In November 2025, UMPG entered into an AI licensing agreement with music technology company Klay Vision ("Klay") (UMPG_0000025119). Similar to the Udio licensing agreement described above, UMPG has authorized Klay to train its AI model on UMPG's musical compositions, including its lyrics, [redacted]

[redacted]

161. And, in January 2026, Universal Music Group, the parent company of the UMPG Plaintiffs, announced an agreement with AI infrastructure company Nvidia. This agreement includes utilizing UMPG's catalog to develop AI tools for music discovery, fan engagement, and generative music creation.

162. UMPG has also entered into licensing agreements with other companies seeking to develop experimental AI tools in a controlled environment without making such tools accessible to the public immediately. [redacted]

163. Similarly, [redacted]

164. UMPG is currently engaged in a number of discussions and negotiations with other generative AI companies and companies developing their own AI tools regarding the possibility of licensing UMPG's works for AI training and output. UMPG is currently in preliminary licensing discussions with the following AI companies or companies seeking to license UMPG's work for AI development for consumer-facing services:

[redacted]

165. Of particular note, UMPG has begun discussions with [redacted]

166. UMPG has also engaged in negotiations with AI companies seeking to license UMPG's works for business solutions for the music publishing industry. [redacted]

167. These discussions remain ongoing, and UMPG is optimistic that the parties to each negotiation will be able to construct appropriate frameworks that compensate UMPG for the use of its catalog, while also providing the necessary protections to ensure that UMPG retains control of its works and ownership of any derivative outputs.

HARM CAUSED BY ANTHROPIC TO THE UMPG PLAINTIFFS

168. The UMPG Plaintiffs welcome licensing discussions with a variety of AI partners and would have engaged in good faith discussions with Anthropic had it shown any willingness to negotiate a fair license for the UMPG Plaintiffs' works, as other generative AI companies have

done. Instead, Anthropic failed to seek a license to use these works in either AI training or AI output. Nor has Anthropic compensated the UMPG Plaintiffs for any such uses.

169. The unauthorized use of the UMPG Plaintiffs' works by generative AI companies like Anthropic has caused significant harm to the UMPG Plaintiffs' business, songwriters and musical artists, and to the music industry in general in numerous ways.

170. As discussed above, the display of UMPG Plaintiffs' lyrics without proper attribution and copyright information prevents consumers from knowing who wrote a particular song or that a particular work is protected by copyright and prevents potential licensees from understanding the identity of the proper licensor.

171. As demonstrated by the UMPG Plaintiffs' willingness to license their works to generative AI companies and ability to find many eager partners, there is a developing market for the licensing of lyrics and musical compositions for the purposes of AI training and AI output.

172. By exploiting the UMPG Plaintiffs' works, Anthropic has not only deprived the UMPG Plaintiffs of an opportunity to license their works to Anthropic but has also undermined their bargaining position in this new licensing market. Anthropic has demonstrated to other market participants that AI developers can simply take the UMPG Plaintiffs' works without authorization or compensation and build a multibillion-dollar company with those unlicensed works. This disincentivizes some generative AI companies from seeking a license from the UMPG Plaintiffs, costing the UMPG Plaintiffs significant AI licensing opportunities.

173. In addition, the unauthorized display of the UMPG Plaintiffs' lyrics as AI output by Anthropic's Claude and other companies' AI models undermines the UMPG Plaintiffs' bargaining position in the existing lyrics display licensing market.

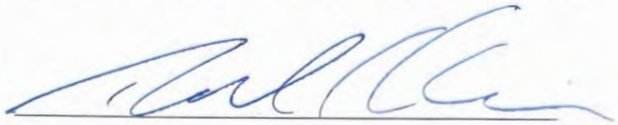
174. Anthropic's unlicensed copying and display of their lyrics also deprives the UMPG Plaintiffs and their songwriters of their right to control whether and how their works are used. Artists have the authority to refuse to allow their creations to be copied, displayed, or modified without their consent. Anthropic's indiscriminate copying and use of the UMPG Plaintiffs' compositions makes it impossible for the UMPG Plaintiffs and their artists to exercise this choice.

175. As I testified in my deposition, the unauthorized display of lyrics is training people to look for lyrics from unauthorized sources. This is similar to the development of illegal peer-to-peer file sharing services in the early 2000s, which completely undermined the ability of legitimate companies to compete against services that refused to pay for content and encouraged users to think that music should be free. Such unauthorized display diminishes the value of authorized lyrics display and threatens to deprive the UMPG Plaintiffs of a significant revenue stream; if Anthropic and other AI companies offer these lyrics for free, there is no incentive for existing and potential lyrics aggregator licensees to pay to display them.

176. Another significant harm from the unauthorized use of the UMPG Plaintiffs' works is the dilution of the music market and corresponding royalty pool. When AI—after being trained on copyrighted works such as the UMPG Works in Suit—is used to generate purportedly "new" lyrics and music that is then released to the public on digital streaming services, that AI-generated material pulls consumers away from human-created songs and cuts into the royalty pool, thereby diminishing the royalties that flow to the UMPG Plaintiffs and in turn, their songwriters. This has become a significant concern for the music industry, and the UMPG Plaintiffs have been advocating for industry safeguards, such as AI labeling and excluding AI-generated works from royalty pools, to prevent flooding the market with AI-generated works and decimating the royalty opportunities for human artists.

177. The UMPG Plaintiffs seek to promote human-created works of art and encourage songwriters and musicians to create these works. The flood of AI-generated songs (including songs with lyrics written by AI), devalues human-created works and disincentivizes songwriters from continuing to create these works. The unauthorized use of the Publishers' lyrics to train AI models undermines human artistry and displaces artists in a way that will ultimately decimate the music industry if it is not checked by the proper safeguards.

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



David Kokakis

Executed this 22nd day of March 2026 in Los Angeles, California.

SIGNATURE ATTESTATION PURSUANT TO CIVIL L.R. 5-1(h)

Pursuant to Civil L.R. 5-1(h), I hereby attest that concurrence in the filing of this document was obtained from the signatory of this document. I declare under penalty of perjury that the foregoing is true and correct.

Dated: March 23, 2026

/s/ Nicholas C. Hailey
Nicholas C. Hailey