

1 Richard S. Busch (SBN 319881)
2 E-Mail: *rbusch@kingballow.com*
3 **KING & BALLOW**
4 1999 Avenue of the Stars, Suite 1100
5 Los Angeles, CA 90067
6 Telephone: (424) 253-1255
7 Facsimile: (888) 688-0482
8 *Attorney for Plaintiff*

9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 ROBIN WILLIAMS TRUST,
12
13 Plaintiff,

14 vs.

15 PANDORA MEDIA, LLC,
16 *a limited liability company*
17 Defendant.

Case Number: 22-cv-00815

**COMPLAINT FOR
COPYRIGHT INFRINGEMENT**

DEMAND FOR JURY TRIAL

18 Plaintiff ROBIN WILLIAMS TRUST, by and through its attorneys of record,
19 alleges as follows:

20 **JURISDICTION**

21 1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §
22 1331 as the action arises under the original and exclusive jurisdiction of the federal
23 court and 28 U.S.C. § 1338(a) as the controversy arises under the Copyright Act of
24 1976 (17 U.S.C. § 101 *et seq.*).

25 2. This Court has personal jurisdiction over Defendant as discussed fully
26 below.

1 3. This Court has general personal jurisdiction over Pandora Media,
2 LLC (“Pandora”) because Pandora’s principal place of business is in Oakland,
3 California, while also having a substantial office in Santa Monica, California,
4 meaning that Pandora is at home in the State of California. Furthermore:

5 a. Upon information and belief, through January 28, 2022, Pandora was
6 qualified to do business in California and was registered as a foreign
7 corporation with the California Secretary of State.

8 b. Pandora is also registered as a foreign limited liability company with
9 the California Secretary of State.

10 c. Pandora’s designated DMCA Copyright Agent identified in its
11 “Intellectual Property Policy” on its website is located in California at
12 2100 Franklin Street, 7th Floor, Oakland, California 94612.

13 d. Pandora has previously admitted in other federal court filings that
14 California has jurisdiction over it. *See*, Wixen Music Publishing, Inc.
15 v. Pandora Media, Inc., Case No. 2:19-cv-5278-SVW (C.D. Cal.), Dkt.
16 15 (Pandora Media, Inc.’s Answer) at ¶¶ 16-17 (“Pandora admits that
17 [it] has availed itself of California law . . . and venue is proper in the
18 [Central District of California]”).

19 4. This Court has specific personal jurisdiction over Pandora because its
20 suit-related conduct creates a substantial connection with the State of California
21 and this Judicial District. ROBIN WILLIAMS TRUST (hereinafter “Williams”) is
22 a copyright owner of properly registered literary works (the “Works” or
23 “Williams’s Works”) (*see* Exhibit A). Upon information and belief, Pandora has
24 generated substantial revenue from exploitation of the Works in California, as
25 further discussed below:

26 a. Pandora actively and purposely does business in California, as
27 evidenced by its (i) subscribers and users in California, which Pandora

1 actively reaches out to through, at a minimum, its website
2 (www.pandora.com) and mobile app; (ii) contracts and other
3 transactions that it has entered into in California; (iii) revenue
4 generated from California residents and businesses in connection with
5 its service; and (iv) advertisements that target California residents.

6 b. Pandora has purposefully availed itself of California law and could
7 and did reasonably anticipate being brought into this Court because,
8 among other reasons, Pandora (i) has been engaged and is engaged in
9 infringing conduct within the State of California and this District,
10 including by knowingly, intentionally, and repeatedly streaming
11 sound recordings and the Works over the Internet to California
12 residents via its services; (ii) knew or should have known that the harm
13 caused by its repeated unlicensed public performance of the Works
14 over the Internet was aimed at comedy writers and comedy publishers,
15 including Plaintiff, who control the Works and are managed and
16 administered in or near Los Angeles County, California, a global hub
17 of the entertainment industry; and (iii) knew or should have known
18 that Plaintiff, an industry leading comedian, actor and comedy writer
19 for nearly 40 years, would suffer, and in fact did suffer, the brunt of
20 the harm caused by Pandora's unauthorized acts in California and
21 around the world.

22 5. Finally, the ROBIN WILLIAMS TRUST is managed and
23 administered in Los Angeles, California.

24 VENUE

25 6. Venue in this judicial district is proper pursuant to 28 U.S.C. § 1391(b),
26 and § 1400(a), as a substantial part of the events or omissions giving rise to the
27 claim occurred in this district, including for example, by the maintenance of

1 Pandora's corporate office in Santa Monica, California. Plaintiff has its principal
2 place of business in this District and has been injured in this District as a result of
3 Pandora's infringing conduct.

4 **PARTIES**

5 7. Plaintiff, ROBIN WILLIAMS TRUST, represents the intellectual
6 property rights of the late Robin Williams, who was an actor and comedian and
7 resided in California. The ROBIN WILLIAMS TRUST is in the care of Trustee,
8 Arnold D. Kassoy, of Manatt, Phelps & Phillips, LLP, located in Los Angeles,
9 California.

10 8. Defendant, Pandora, is a Delaware limited liability company with a
11 principal place of business at 2100 Franklin Street, Suite 700, Oakland, California
12 94612. According to its website, Pandora maintains another corporate office in
13 California, located at 3000 Ocean Park Boulevard, Suite 3050, Santa Monica,
14 California 90405.

15 **PRELIMINARY STATEMENT**

16 8. Just like with music, there are two copyrights involved in the recorded
17 performance of a literary copyrighted work: a copyright in the sound recording,
18 and a separate copyright in the underlying spoken word composition (Williams'
19 compositions, as noted, are referred to herein as "the Works" or "Williams's
20 Works"). Pursuant to 17 U.S.C. §§ 106 and 204 of the Copyright Act of 1976,
21 copyright owners have the exclusive right to, among other things, reproduce,
22 distribute, license, and publicly perform their works. Anyone wishing to obtain the
23 right to do so, must get a license from the respective copyright owner in both of
24 these copyrights, and pay agreed to royalties. The failure to do so constitutes
25 copyright infringement. As discussed below, Pandora not only did not obtain any
26 copyright in Williams's Works but admitted that it did not do so in SEC filings,
27 and admitted that it would very likely face copyright infringement liability as a

1 result. But Pandora did what most goliaths do: it decided it would infringe now to
2 ensure it had this very valuable intellectual property on its platform to remain
3 competitive, and deal with the consequences later. Later is now.

4 **STATEMENT OF FACTS**

5 9. Throughout history, comedy and spoken word have been the bedrock
6 of entertainment. From Shakespearian comedies to modern-day standup comedians,
7 comedy has brought happiness to the faces of billions of people, and for nearly the
8 last five decades, Robin Williams has been an integral part of that history.

9 10. Spanning nearly forty years with unique insights expressed as an
10 active comedian, philosopher, and entertainer in literally every format imaginable,
11 the comedic works of Robin Williams have enriched global culture, our lives, the
12 entertainment industry and provided insights into the absurdity, joy, pains, and
13 irony of life. He pushed other comedians and entertainers to further hone their craft
14 while continuing to trail blaze as a comedic talent until the end of his career.

15 11. From his early beginnings at the Holy City Zoo in San Francisco and
16 the Roxy in West Hollywood, California, to the television show Mork & Mindy
17 and then through a plethora of movie acting roles, such as Genie in Disney's
18 Aladdin, and his iconic roles in Dead Poets Society and Good Will Hunting,
19 Williams put his heart, soul and mind into every composition he wrote or role he
20 played. His heart was never more evident and on display then when he spent years
21 lending his comedic talent to the charitable organization Comic Relief USA, whose
22 mission was to raise funds to those in need, particularly America's homeless. He
23 was joined on those Comic Relief USA television specials by Billy Crystal and
24 Whoopi Goldberg among others. It is nowhere close to an exaggeration to say that
25 Robin Williams was a national treasure.

26 12. Williams' on-stage presence and skill with comedic improvisation set
27 the standard for the stand-up comedians. Not only was he skilled at communicating

1 through comedy, but he brought a personal honesty to his comedic routines,
2 touching on subjects such as depression and addiction. In fact, Williams was so
3 talented in free-form comedy that other comedians, who are now household names,
4 impersonated him, which is the highest compliment a comedian can receive.

5 13. Williams won six (6) Golden Globe Awards, including the Cecil B.
6 DeMille Award, two (2) Primetime Emmy Awards, two (2) Screen Actors Guild
7 Awards, an Academy Award, and most notably five (5) Grammy Awards for his
8 comedy albums, including Best Comedy Album and Best Spoken Word Comedy
9 Album.

10 14. Yet, industry giants, such as the Defendant, took and exploited his
11 works solely to make themselves money while knowing it had no license and had
12 not paid, and would not be paying, royalties to Robin Williams and/or the
13 beneficiaries of his Estate.

14 15. According to www.pandora.com, Pandora is the largest digital
15 broadcast and streaming music provider in the U.S. “providing a highly-
16 personalized listening experience to approximately 70 million listeners and users
17 each month” through “its mobile app, the web, and integrations with more than
18 2,000 connected products.”

19 16. One would think that entertainment giants like Pandora would honor
20 the legacy of such an amazing talent, but instead it chose to illegally profit from
21 the creative mind and literary/comedic works of Robin Williams.

22 17. In fact, Defendant has made twenty-seven (27) of his works (the
23 “Works”) available for dissemination to the public via their digital broadcast radio
24 service knowing full well that it did not possess a valid license to publicly perform
25 the Works. (*See* Exhibit A). In addition to no license, it also made no royalty
26 payments for the Works. The Works are contained on the albums, “Reality ... What
27 a Concept”, and “A Night at the Met”. Plaintiff has duly complied with all required
28

1 provisions of the copyright laws of the United States applicable to the Works,
2 including but not limited to, registering copyrights in and to said Works with the
3 United States Copyright Office (*see* Exhibit A for applicable copyright registration
4 numbers) on or about January 25, 1980, and October 27, 1986 respectively.

5 18. Further, it is required by law, and fully understood, that digital service
6 providers, like Pandora, must also get a mechanical digital reproduction license
7 from the owner of the underlying composition in order to make the underlying
8 composition of a recording available for reproduction and distribution through
9 interactive streaming. This is true even where the digital service provider has a
10 license to interactively stream a sound recording. Pandora made sixteen (16) of
11 these Works available via its Pandora Premium interactive streaming service, also
12 knowing full well that it did not possess a valid license to not only publicly perform
13 his works but also no license to distribute and reproduce the Works. Pandora made
14 no royalty payments for the public performance and no royalty payments for the
15 reproduction of the Works. The end result is Pandora took Williams's Works,
16 gained listeners, subscribers and market share with full knowledge it did not have
17 licenses and made no royalty payments for the Works, to increase its stock price
18 helping them to reorganize the company with Sirius XM (although the two
19 companies remain to this day completely separate corporations) for billions all
20 while depriving the Robin Williams Estate and its beneficiaries from the legacy of
21 Robin Williams.

22 19. As of January 28, 2022, www.pandora.com advertised that Robin
23 Williams had 223,000 monthly listeners. If each listener listened to only one (1)
24 available work per month, that's 2,676,000 broadcasts or/interactive streams per
25 year at a minimum. Unfortunately, Williams has not received a fraction of a penny
26 for any of these broadcasts or streams of the Works from Pandora.

1 20. For years therefore Pandora has illegally made reproductions and
2 digital broadcasts on its servers and provided streaming access to its users without
3 a proper public performance license and, when applicable, a reproduction right
4 license. This infringement continues on a daily basis as the Works are broadcast on
5 Pandora radio and/or remain available for interactive streaming on Pandora
6 Premium.

7 21. While it is commonplace in the music industry for companies like
8 Pandora to enter into public performance licensing agreements with performance
9 rights organizations like BMI and ASCAP for musical compositions, these entities
10 do not license literary works. Therefore, it was the responsibility of Pandora to seek
11 out the copyright owners and obtain valid public performance licenses.

12 22. Pandora only needed to contact one entity, Williams, to obtain the
13 required licenses. Or Pandora could have chosen not to use Williams's Works,
14 particularly since it knew it did not have the required licenses. Instead, it chose to
15 infringe.

16 23. Williams, via his company Little Andrew Enterprises, Inc., ("LAE
17 Inc.,") entered into a recording agreement with Casablanca Record and Filmworks,
18 Inc. ("Casablanca"), dated March 13, 1979 (the "Williams Casablanca
19 Agreement"). Under the terms of the Williams Casablanca Agreement, Williams
20 was obligated to provide his exclusive performance services to Casablanca, and
21 Casablanca acquired exclusive ownership rights in the sound recordings of
22 Williams' comedic performances in perpetuity.

23 24. Williams, however, retained all of his exclusive rights in the Works.

24 25. Additionally, Robin Williams, via his company LAE, Inc., entered
25 into a recording agreement with CBS Records, a division of CBS, Inc., ("CBS"),
26 and dated August 5, 1979 (the Williams CBS Agreement"). Under the terms of the
27 Williams CBS Agreement, Williams was obligated to provide his exclusive

1 comedic performance services to CBS, for a performance at the Metropolitan Opera
2 House at Lincoln Centre in New York, and CBS acquired exclusive ownership
3 rights in the sound recordings of Williams' performances in perpetuity. Williams
4 likewise retained all exclusive rights in these Works.

5 26. Pandora's failure to obtain the necessary licenses for the Works, or
6 pay royalties, but to nonetheless infringe by exploiting the Works, has been willful.
7 In Pandora's own SEC 10K public filing with the Security and Exchange
8 Commission from 2011 to 2017, three quarters of a decade, Pandora admitted in its
9 Risk Factors every year that it performs spoken-word comedy content "absent a
10 specific license from any [] performing rights organization" and it has never
11 obtained a license for the underlying literary works for the sound recordings of
12 spoken-word comedy content that it streams. Pandora further admitted that it
13 "could be subject to significant liability for copyright infringement and may no
14 longer be able to operate under [their] existing licensing regime." This admission
15 was only removed, not so coincidentally, after Pandora's transaction with Sirius
16 XM Radio.

17 27. Pandora nonetheless did not even take the simplest of steps to ask
18 Williams or his representatives for licenses for the Works. To the contrary,
19 beginning in or about August of 2020, Word Collections ("WC"), a Spoken
20 Word/Literary Works Collection Agency contacted Pandora in an effort to
21 negotiate a licensing agreement for various copyright owners. From that initial
22 contact and on an ongoing basis over the course of the following year, WC made
23 numerous efforts on behalf of WC's other spoken word/literary works clients,
24 including on behalf of Williams beginning in April 2021, to engage Pandora in
25 good faith negotiations, to no avail.

26 28. While Pandora's counsel wrote on September 14, 2021 to advise that
27 counsel would respond with Pandora's position about unlicensed spoken word

1 content appearing on Pandora’s platform, no substantive response from Pandora or
2 its counsel has been sent or received.

3 **CAUSE OF ACTION**

4 **(Copyright Infringement – 17 U.S.C. § 501)**

5 29. Plaintiff repeats and re-alleges the foregoing paragraphs as if fully set
6 forth herein.

7 30. Plaintiff is the legal and beneficial owner of the United States
8 copyrights in the Works, duly registered with the United States Copyright Office,
9 (See Exhibit A), as discussed above.

10 31. Defendant has directly, vicariously, and/or contributorily infringed
11 and/or induced infringement of Plaintiff’s copyright in violation of 17 U.S.C. § 501.

12 32. Defendant has publicly performed, broadcasted, and provided its
13 listeners/users of the Works, as discussed hereinabove.

14 33. Defendant’s acts were performed without authorization, license, or
15 consent. Defendant’s unauthorized and unlicensed reproduction, distribution,
16 public performance and display of the Works infringes Plaintiff’s exclusive rights
17 in violation of the Copyright Act, 17 U.S.C. § 106 *et. seq.*

18 34. Defendant’s infringement has been and continues to be, willful,
19 intentional, purposeful, and with complete disregard to Plaintiff’s rights.

20 35. As a direct and proximate result of Defendant’s infringement, Plaintiff
21 has been irreparably harmed.

22 36. Defendant has infringed Plaintiff’s copyright interest in the Works by
23 making reproductions and digital broadcasts on its servers and provided streaming
24 access to its users without a proper public performance and, when applicable,
25 reproduction rights license.

26 37. Plaintiff has received no royalties or payments for the Works
27 embodied in the sound recording of the underlying literary compositions.

1 38. Defendant has continued to market, exploit, reproduce, distribute, and
2 publicly perform the Works through this day, which violates Plaintiff's copyrights
3 and are at issue in this lawsuit.

4 39. Defendants had knowledge and have admitted that it did not and does
5 not possess a valid public performance license for the Works at issue, and with that
6 knowledge of infringement, continued to infringe upon Plaintiff's copyrights.

7 40. The infringement is continuing as the Works continue to be exploited,
8 performed, broadcast, and streamed across Defendant's applicable platforms,
9 and/or their agents.

10 41. As a direct and proximate result of Defendant's infringement,
11 pursuant to 17 U.S.C. § 504(a)(1) and (b), Plaintiff is entitled to actual damages in
12 addition to Defendant's profits both domestically and relating to foreign sales of
13 other exploitation of the Works that were distributed, performed, broadcast, or
14 otherwise infringed domestically. Further, Plaintiff is entitled to a running royalty
15 on all future exploitations of the Works following judgement in an amount to be
16 determined.

17 42. In the alternative to profits and actual damages, pursuant to 17 U.S.C.
18 § 504(c), Plaintiff is entitled to the maximum amount of statutory damages,
19 \$150,000 per copyrighted work for each act of copyright infringement, for a total
20 of \$4,050,000 (\$150,000 times 27 registered Works).

21 43. As a direct and proximate result of Defendant's infringement, Plaintiff
22 has incurred attorneys' fees and costs which are recoverable pursuant to 17 U.S.C.
23 § 505.

24 44. Defendant's conduct has caused, is continuing to cause, and will
25 further cause great damage to Plaintiff, which damages cannot be accurately
26 measured in monetary terms, and therefore, unless enjoined by the Court, Plaintiff
27 will suffer irreparable injury, for which Plaintiff is without adequate remedy at all.

1 Accordingly, Plaintiff is entitled to a permanent injunction pursuant to 17 U.S.C. §
2 502 following judgment, prohibiting further infringement, reproduction,
3 distribution, sale public performance, other use, or exploitation of Plaintiff's
4 copyright without a proper license.

5
6
7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff prays for judgment and relief, as follows:

9 45. For Judgment in favor of Plaintiff and against Defendant.

10 46. For a declaration and finding that Defendant has willfully infringed
11 Plaintiff's copyrighted work in violation of the Copyright Act;

12 47. For declaration and finding that Defendant is directly, vicariously,
13 and/or contributorily liable for copyright infringement pursuant to 17 U.S.C. §
14 504(a)(1) and (b), including a finding that Defendant is liable for actual damages,
15 as well as for Defendant's profits;

16 48. For an accounting of all profits, income, receipts, or other benefits
17 derived by Defendant from the production, copying, display, promotion,
18 distribution, broadcast, public performance, or sale of products and services or
19 other media, either now known or hereafter devised, that improperly or unlawfully
20 infringe Plaintiff's copyright pursuant to 17 U.S.C. § 504(a)(1) and (b);

21 49. For statutory damages, upon election prior to final judgment in the
22 alternative to actual damages and profits, for willful copyright infringement
23 pursuant to 17 U.S.C. § 504(c);

24 50. For costs of suit herein, including an award of attorneys' fees pursuant
25 to 17 U.S.C. § 505;

26 51. For pre-judgment and post-judgment interest;

