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**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

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ATLANTIC RECORDING  
CORPORATION, ATLANTIC RECORDS  
GROUP LLC, BAD BOY RECORDS LLC,  
BIG BEAT RECORDS INC., ELEKTRA  
ENTERTAINMENT GROUP INC.,  
ELEKTRA ENTERTAINMENT LLC,  
RHINO ENTERTAINMENT LLC,  
WARNER MUSIC INTERNATIONAL  
SERVICES LIMITED, WARNER  
RECORDS INC., UNICHAPPELL MUSIC  
INC., W CHAPPELL MUSIC CORP.,  
WARNER CHAPPELL MUSIC, INC., and  
WARNER-TAMERLANE PUBLISHING  
CORP.,

Plaintiffs,

vs.

CRUMBL, LLC, a Utah Limited Liability  
Company, and DOES 1 through 10,  
inclusive,  
Defendants.

**COMPLAINT FOR:**

- 1. DIRECT COPYRIGHT  
INFRINGEMENT**
- 2. CONTRIBUTORY COPYRIGHT  
INFRINGEMENT**
- 3. VICARIOUS COPYRIGHT  
INFRINGEMENT**

**JURY DEMANDED**

Case No: 2:25-cv-316

Plaintiffs Atlantic Recording Corporation, Atlantic Records Group LLC, Bad Boy Records LLC, Big Beat Records Inc., Elektra Entertainment Group Inc., Elektra Entertainment LLC, Rhino Entertainment LLC, Warner Music International Services Limited, Warner Records Inc., Unichappell Music Inc., W Chappell Music Corp., Warner Chappell Music, Inc., and Warner-Tamerlane Publishing Corp. (individually, a “Plaintiff,” and collectively, “Plaintiffs”), by and through their attorneys, allege as follows:

### **NATURE OF THE ACTION**

1. All Plaintiffs are related subsidiaries of Warner Music Group Corp. (“WMG”), one of the world’s largest music entertainment companies. Plaintiffs produce, manufacture, distribute, sell, and license some of the most iconic and popular sound recordings and musical compositions of all time, as well as many of today’s biggest hits.
2. Plaintiffs’ sound recordings and musical compositions are protected by copyright law, which grants the copyright owner the exclusive right to, among other things, reproduce, distribute, and create derivative works of copyrighted works, to publicly perform musical compositions, and to publicly perform sound recordings by means of a digital audio transmission. An important portion of Plaintiffs’—and their artists’ and songwriters’—revenue from sound recordings and musical compositions comes from licensing those sound recordings and musical compositions to others, who use Plaintiffs’ musical works in videos, films, television shows, commercials, video games, and on social media.
3. Defendant Crumbl, LLC (“Crumbl,” and together with Does 1-10, “Defendants”) is a highly successful gourmet cookie business, with over one-thousand owned or franchised stores nationwide. Crumbl has achieved its success by infringing Plaintiffs’ copyrighted sound

recordings and musical compositions on a massive scale in promotional content posted on social media platforms.

4. Crumbl has largely eschewed traditional advertising, relying instead upon promotion of Crumbl's products and brand through social media sites, most notably on TikTok and Instagram. Crumbl produces and posts videos to its social media accounts promoting its brand and products. Additionally, Crumbl expands its marketing reach by partnering with "influencers"—individuals with large social media followings who create videos promoting Defendants' products or brand and then provide those videos to Defendants, who in turn post them on Defendants' social media pages.<sup>1</sup> These videos (each, a "Crumbl Video," and collectively, the "Crumbl Videos") are integral to Crumbl's promotional, marketing, and branding strategy. Critically, the Crumbl Videos frequently feature unauthorized use of Plaintiffs' sound recordings and musical compositions—usually featuring chart-topping and award-winning artists—as a principal and indispensable element of the Crumbl Videos; indeed, there is typically no speaking or sound other than the music integrated into the video.

5. While the Crumbl Videos have been instrumental to Defendants' success, Defendants have not paid for the privilege to use the sound recordings and musical compositions that are featured in them. Furthermore, Crumbl is a sophisticated, successful company with

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<sup>1</sup> Crumbl's social media advertising is similar to that of Vital Pharmaceuticals, Inc. d/b/a "Bang Energy," an energy drink and sports nutrition supplement company that recently was found liable for copyright infringement in two different lawsuits due to the same type of copyright infringement alleged herein. *See UMG Recs., Inc. v. Vital Pharms., Inc.*, No. 21-CV-60914-CIV, 2022 WL 2670339 (S.D. Fla. July 11, 2022); *Sony Music Entm't v. Vital Pharms., Inc.*, No. 21-22825-CIV, 2022 WL 4771858 (S.D. Fla. Sept. 14, 2022).

access to resources and a familiarity with intellectual property law, having enforced its own intellectual property rights.

6. Yet, as to Plaintiffs alone, Defendants have misappropriated at least 159 of the most popular and valuable sound recordings and musical compositions in the market, using those creative works to build Defendants' brand profile and drive massive sales to Defendants without any compensation to Plaintiffs. These works include sound recordings or musical compositions performed by some of the world's best-selling artists and songwriters, including Dua Lipa, Bruno Mars, Lizzo, Taylor Swift, Mariah Carey, Ariana Grande, and Beyoncé (together with the other musical works listed on **Schedule A** attached, the "Plaintiffs' Musical Works"). Defendants not only failed to pay for the use of the Plaintiffs' Musical Works, but by including these works in their promotional materials without Plaintiffs' consent, Defendants deprived Plaintiffs, their recording artists, and their songwriters of the ability to control how and where their musical works are used.

7. Defendants' conduct has caused Plaintiffs substantial and irreparable harm. Plaintiffs bring this action to obtain redress for Defendants' infringement of Plaintiffs' valuable rights and to prevent further violations of those rights.

#### **JURISDICTION AND VENUE**

8. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a), insofar as this action arises under the Copyright Act of 1976, as amended, 17 U.S.C. §§ 101 *et seq.*

9. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and 1400(a), in that Crumbl resides in the District of Utah pursuant to 28 U.S.C. § 1391(c).

10. This Court has personal jurisdiction over Defendants because Crumbl is a limited liability company with its principal place of business in Utah, or, alternatively, because Defendants have been doing business continuously in and maintain a regular presence in this state and this District, a substantial part of the wrongful acts occurred within this state and this District, and the effects of Defendants' unlawful conduct are directed toward and felt in this state and this District.

**THE PARTIES**  
**Plaintiffs**

11. Plaintiff Atlantic Recording Corporation is a Delaware corporation with its principal place of business at 1633 Broadway, New York, New York.

12. Plaintiff Atlantic Records Group LLC is a Delaware limited liability company with its principal place of business at 1633 Broadway, New York, New York.

13. Plaintiff Bad Boy Records LLC is a Delaware limited liability company with its principal place of business at 1633 Broadway, New York, New York.

14. Plaintiff Big Beat Records Inc. is a Delaware corporation with its principal place of business at 1633 Broadway, New York, New York.

15. Plaintiff Elektra Entertainment Group Inc. is a Delaware corporation with its principal place of business at 1633 Broadway, New York, New York.

16. Plaintiff Elektra Entertainment LLC is a Delaware limited liability company with its principal place of business at 1633 Broadway, New York, New York.

17. Plaintiff Rhino Entertainment LLC is a Delaware limited liability company with its principal place of business at 777 S. Santa Fe Avenue, Los Angeles, California.

18. Plaintiff Warner Music International Services Limited is a limited company organized and existing under the laws of England and Wales, with its principal place of business at 27 Wrights Lane, London, England.

19. Plaintiff Warner Records Inc. is a Delaware corporation with its principal place of business at 777 S. Santa Fe Avenue, Los Angeles, California.

20. Plaintiff Unichappell Music Inc. is a Delaware corporation with its principal place of business at 777 S. Santa Fe Avenue, Los Angeles, California.

21. Plaintiff W Chappell Music Corp. is a California corporation with its principal place of business at 777 S. Santa Fe Avenue, Los Angeles, California.

22. Plaintiff Warner Chappell Music, Inc. is a Delaware corporation with its principal place of business at 777 S. Santa Fe Avenue, Los Angeles, California.

23. Plaintiff Warner-Tamerlane Publishing Corp. is a California corporation with its principal place of business at 777 S. Santa Fe Avenue, Los Angeles, California.

#### **Defendants**

24. Defendant Crumbl, LLC is a Utah limited liability company with its principal place of business at 2570 W 600 N, Suite 200, Lindon, Utah 84042.

25. Upon information and belief, Defendants Does 1 through 10 are subsidiaries, affiliates, agents, franchisees or representatives of Crumbl, and/or are otherwise responsible for and proximately caused and are causing the harm and damages alleged in this Complaint. Plaintiffs presently are unaware of the true names and/or the involvement of the Defendants sued herein by the fictitious designations Does 1 through 10, and for that reason, sue them by those designations. Plaintiffs will seek leave to amend this Complaint to identify Does 1 through 10

when their true names and involvement in the infringements and other wrongful conduct hereinafter described are known.

**GENERAL ALLEGATIONS**  
**Plaintiffs and Their Copyrighted Works**

26. Plaintiffs Atlantic Recording Corporation, Atlantic Records Group LLC, Bad Boy Records LLC, Big Beat Records Inc., Elektra Entertainment Group Inc., Elektra Entertainment LLC, Rhino Entertainment LLC, Warner Music International Services Limited, and Warner Records Inc. are engaged in the business of producing, marketing, promoting, distributing, selling, and/or licensing sound recordings to third parties for various kinds of uses, including for commercial uses in posts on social media platforms.

27. Plaintiffs Unichappell Music Inc., W Chappell Music Corp., Warner Chappell Music, Inc., and Warner-Tamerlane Publishing Corp. are engaged in the business of developing, promoting, publishing, acquiring, administering, and/or licensing musical compositions, including for commercial uses in posts on social media platforms.

28. Plaintiffs invest substantial money, time, effort, and creative talent in discovering and developing recording artists and songwriters; in creating, advertising, promoting, selling, and licensing sound recordings embodying the performances of their exclusive recording artists; and in developing, publishing, administering, and licensing their repertoire of musical compositions. Plaintiffs' sound recordings and musical compositions are protected by copyright law.

29. Furthermore, many recording artists and songwriters do not permit their musical works to be used in social media advertising or are extremely selective about such uses.

Accordingly, a license for the use of Plaintiffs' Musical Works for advertising or promotional purposes can be extremely valuable, since Plaintiffs do not allow those Musical Works to be

used by everyone who desires a license. The use of Plaintiffs' Musical Works in advertising and marketing without Plaintiffs' permission can have a significant impact on the overall value of those musical works.

30. Attached as **Schedule A** is an illustrative, non-exhaustive list of sound recordings and musical compositions of which the identified Plaintiff is and/or was at the time of infringement an owner or exclusive licensee in the United States of rights under copyright, which rights have been infringed by Crumbl through Crumbl Videos featuring the sound recording or musical composition posted and maintained by Crumbl on one or more of its owned or operated social media channels. Each listed sound recording and musical composition is registered in the United States Copyright Office.

31. Plaintiffs' investigation is continuing, and discovery is likely to reveal additional infringements. Plaintiffs intend to seek leave to amend this Complaint at an appropriate time to provide an expanded list of musical works infringed by Defendants.

#### **Defendants' Infringing Conduct**

32. Crumbl operates a well-known gourmet cookie business throughout the United States. Crumbl has grown to be one of the largest dessert chains in the country, with over 1,000 owned or franchised stores nationwide. Key to Crumbl's growth and success has been its use of social media platforms to promote its brand and products, most notably on TikTok and Instagram.<sup>2</sup>

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<sup>2</sup> See <https://www.tiktok.com/@crumbl>; <https://www.instagram.com/crumbl/?hl=en>.



33. Crumbl creates and posts its own promotional content on social media. It also partners with “influencers”—third parties to whom Crumbl provides “perks and rewards,”<sup>3</sup> including the prospect of “paid initiatives,”<sup>4</sup> in exchange for promoting Crumbl. By working with popular influencers, Crumbl draws each of these influencers’ followers to Crumbl’s social media pages and to the Crumbl Videos. Crumbl recruits these individuals—including, upon information and belief, those featured in the Crumbl Videos—to “collaborate” with Crumbl, whereby participants are rewarded for promoting Crumbl products. *See* <https://crumblcookies.com/collaborate>. Upon information and belief, Crumbl actively reviews, selects, reproduces and reposts selected influencer videos on Crumbl’s own social media pages.

34. The Crumbl Videos—those produced directly by Crumbl and those produced by influencers and reposted by Crumbl—are distributed to (among others) Crumbl’s **9.8 million** TikTok followers and **6.1 million** Instagram followers and are the primary means by which Crumbl promotes its brand and products.

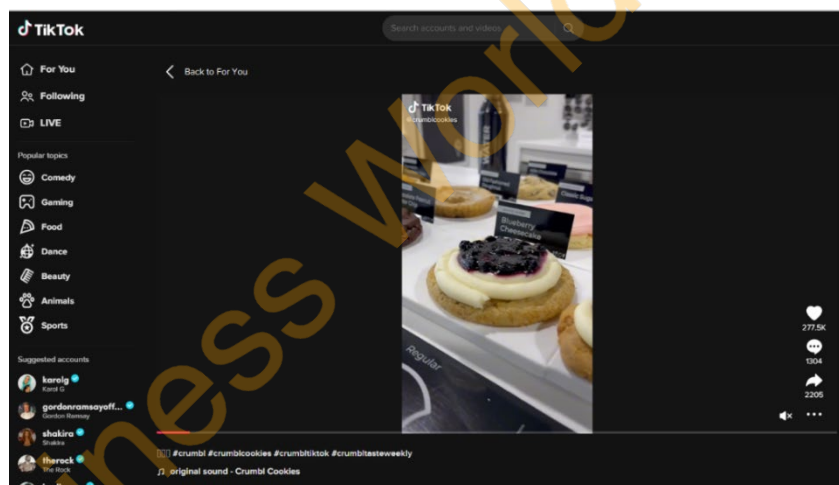
35. Critically, many of the Crumbl Videos feature sound recordings and/or musical compositions owned or controlled by Plaintiffs (*i.e.*, Plaintiffs’ Musical Works), without any authorization for such use. Moreover, the Plaintiffs’ Musical Works are integral to these Crumbl Videos. The videos typically depict an individual promoting one or more of Crumbl’s products, synchronized to an audio track of a popular sound recording. The audio track generally runs the full length of the Crumbl Videos and includes the most familiar portion of the sound recording

<sup>3</sup> *See* <https://crumblcookies.com/collaborate>.

<sup>4</sup> *See* Isha Patel, *Crumbl's Secret to UGC Success*, LinkedIn (Jan. 26, 2024), available at: <https://www.linkedin.com/pulse/crumbls-secret-ugc-success-isha-patel-aiuse> (interview with Ashlee Rawlings, Crumbl’s then-Influencer Marketing Manager).

and underlying musical composition, such as the hook or chorus. There is typically no speaking or sound other than the copyrighted musical works integrated into the Crumbl Videos.

36. Furthermore, the Crumbl Videos often incorporate sound recordings and musical compositions that are specifically tied to the Crumbl product being promoted in the video. For example, **Figure 1** below is a screen capture of a Crumbl Video posted to Crumbl's TikTok account promoting Crumbl's blueberry cheesecake and featuring unauthorized use of the WMG musical composition "Blueberry Faygo," performed by Lil Mosey.



**Figure 1**

37. Similarly, **Figure 2** below is a screen capture of a Crumbl Video posted to Crumbl's TikTok account promoting Crumbl's yellow sugar cookie (while simultaneously advertising for the film *Minions: The Rise of Gru*) and featuring unauthorized use of the WMG sound recording "Yellow," performed by Coldplay.

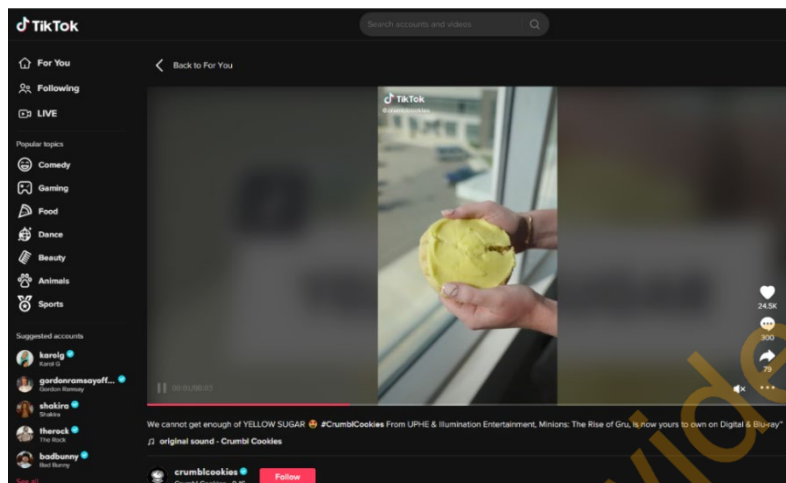


Figure 2

38. The Crumbl Videos have been critical to Defendants' success, with many garnering hundreds of thousands of "likes" (which in turn are a fraction of the number of views they have received). For example, **Figure 3** below is a screen capture of a Crumbl Video posted to its TikTok account promoting its "KENTUCKY BUTTER CAKE" cookie, which received 367,000 likes. The Crumbl Video features unauthorized use of the WMG musical composition "Butter," performed by BTS (again tying the theme of the Crumbl Video to the copyrighted Musical Work infringed).

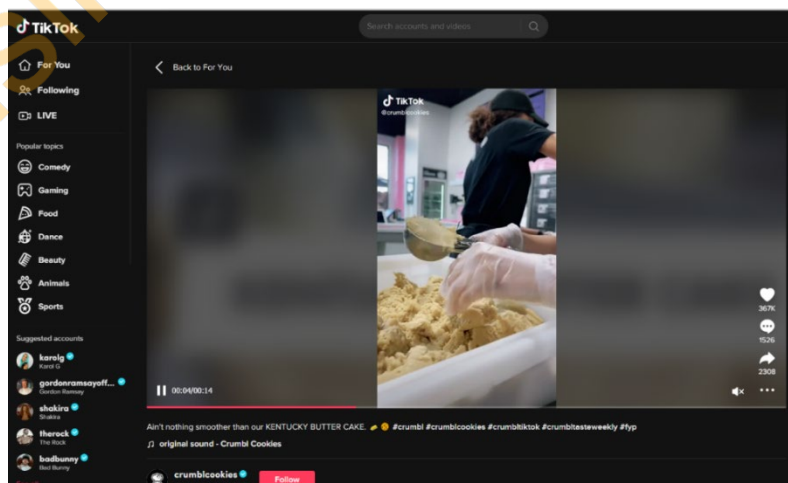
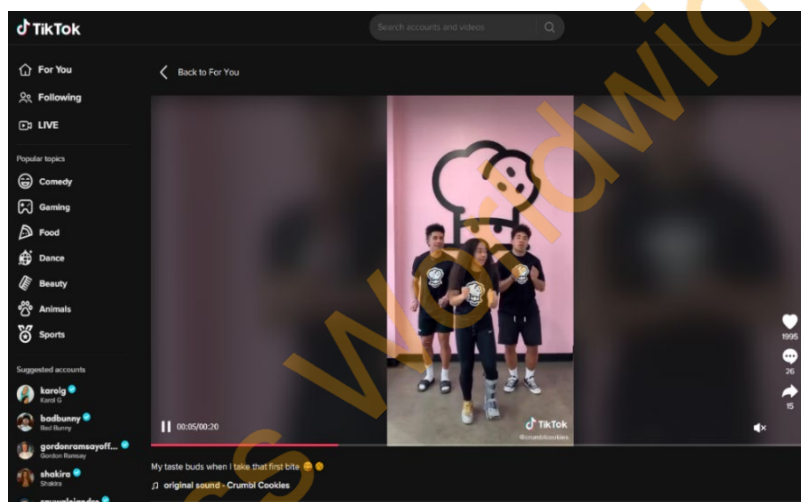


Figure 3

39. The Crumbl Videos are also directly created and posted by Crumbl employees or agents. For example, **Figure 4** below is a screen capture of a Crumbl Video posted to Crumbl's TikTok account promoting the brand (including three dancing Crumbl employees and a large image of the Crumbl logo) and featuring unauthorized use of the WMG musical composition "Lottery (Renegade)," performed by K CAMP.



**Figure 4**

40. Additionally, recognizing the importance of the music to the social media posts, Crumbl has referenced or identified the sound recording and/or musical composition featured in certain Crumbl Videos. For example, **Figure 5** below is a screen capture of a Crumbl Video posted to Crumbl's TikTok account featuring unauthorized use of the WMG sound recording and musical composition "Juice" by Lizzo, one of today's most recognizable artists, and repeating the sound recording's lyrics as part of the video's caption—"mirror mirror on the wall."

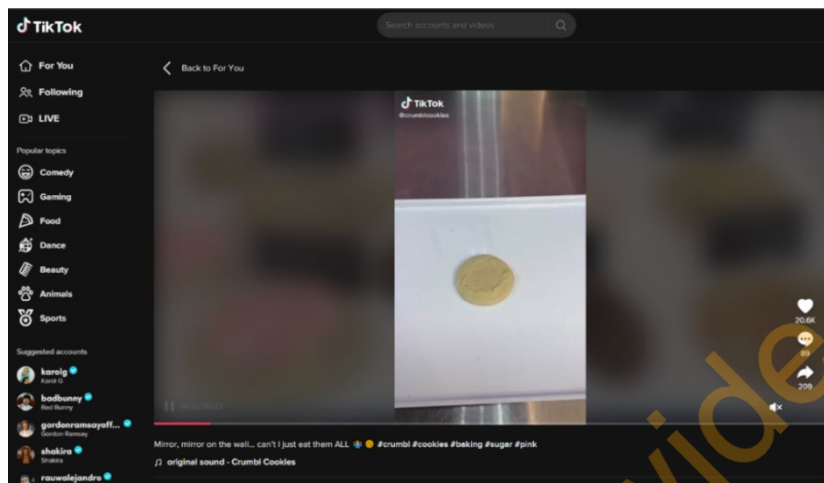


Figure 5

41. None of the foregoing uses (nor those listed in **Schedule A**) was authorized by or licensed from Plaintiffs, and Crumbl did not compensate Plaintiffs in any manner for the unauthorized use of Plaintiffs' Musical Works.

42. Furthermore, in each of the above examples of infringement, the Crumbl Videos falsely represent that the infringing use of Plaintiffs' Musical Works is "original audio." On the contrary, the audio in each of Crumbl Videos consists of one of Plaintiffs' sound recordings or musical compositions, performed by one of the most successful and popular artists in the world.

43. Upon information and belief, there are many more infringing videos created by Crumbl and its social media influencers, but Plaintiffs have thus far been unable to discover all infringing videos. Among other things, contrary to FTC guidelines, many of those influencers do not disclose that they are being compensated by Crumbl for the advertisement; moreover, upon information and belief, some of the infringing videos are posted only for a limited period of time.

44. Social media postings, and in particular the Crumbl Videos, are the primary means by which Defendants advertise. Accordingly, Defendants devote substantial resources to their social media advertising efforts. Upon information and belief, in addition to the rewards that Defendants provide influencers, Defendants' professional staff are directly involved in creating, reproducing, and/or distributing the Crumbl Videos. Upon information and belief, this includes (1) commissioning, reviewing, and selecting videos for use on social media; (2) directly working with and overseeing social media influencers with whom Crumbl partners, including by providing advice and direction as to the content of the promotional videos; (3) specifically encouraging social media influencers to create video content and feature Crumbl products in their videos, including the infringing Crumbl Videos; and (4) actively reviewing influencer-made Crumbl Videos and then promoting and/or redistributing the videos by posting them on Crumbl's own social media pages.

45. Defendants' investment in social media advertisements, and in the Crumbl Videos in particular, has been critical to Defendants' success. Indeed, Crumbl co-founder and CEO Jason McGowan has stated, "[Crumbl's] strategy right from the beginning was social media."<sup>5</sup> Moreso, Crumbl's marketing success via social media has been widely praised as vital to the company's fast-paced growth. *See, e.g.*, <https://www.digitaltwentyfour.com/news/good-marketing-bad-product-crumbl-cookies/>; <https://www.brandvm.com/post/the-rise-of-crumbl-cookies>; <https://beyondfifteen.com/crumbl-cookies-key-ingredients-for-viral-marketing-success/>.

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<sup>5</sup> Julie Jargon, *The \$1 Billion Cookie Empire That Teens Love and Parents Hate*, Wall Street Journal (Dec. 12, 2024), available at: <https://webview.wsj.com/webview/WP-WSJ-0002262690>.

46. Defendants *have* been wildly successful employing this marketing strategy, garnering millions of followers across social media platforms and, upon information and belief, earning hundreds of millions of dollars in revenues, to the point where Crumbl was recently estimated to have a market value of as much as **\$2 billion**.<sup>6</sup>

47. However, Defendants achieved that success through blatant, willful, and repeated copyright infringement, including the infringement of at least 159 of Plaintiffs' most popular and valuable sound recordings and musical compositions, including recordings and compositions by some of Plaintiffs' top recording artists and songwriters. Crumbl derives a direct financial benefit from the highly promotional nature of the infringing videos created by Crumbl and its social media influencers, driven by the unlicensed music in those videos, which encourage consumers to buy Crumbl's products and increase Crumbl's brand awareness and profile.

48. Moreover, Defendants' infringement was clearly willful. Among other things, the social media platforms on which Crumbl posted the infringing Crumbl Videos expressly state that users have no right to post music in connection with commercial activities without proper authorization.

49. For example, the Instagram Terms of Use incorporate "Music Guidelines," which are maintained in the "Legal" section of the website for Instagram's parent company, Meta. Those Music Guidelines expressly provide as follows: "Use of music for commercial or non-

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<sup>6</sup> See Abigail Summerville, *Bakery franchise chain Crumbl explores \$2 billion sale, sources say*, Reuters (Jan. 13, 2025), available at: <https://www.reuters.com/markets/deals/bakery-franchise-chain-crumbl-explores-2-billion-sale-sources-say-2025-01-13/>.



personal purposes in particular is prohibited unless you have obtained appropriate licenses.”<sup>7</sup>

And this prohibition is not a recent development. As evidenced on archive.org (the so-called “Wayback Machine”), this specific prohibition has been incorporated in the Instagram and Meta Terms of Use since *at least May 2018*.<sup>8</sup>

50. Similarly, the TikTok Terms of Service unequivocally state that no rights are granted respecting use of sound recordings and musical compositions:

NO RIGHTS ARE LICENSED WITH RESPECT TO  
SOUND RECORDINGS AND THE MUSICAL  
WORKS EMBODIED THEREIN THAT ARE MADE  
AVAILABLE FROM OR THROUGH THE SERVICE.<sup>9</sup>

Upon information and belief, Crumbl was aware of these express prohibitions and not only decided to ignore them, but in some instances uploaded Plaintiffs’ Musical Works as “original sounds” in a deliberate effort to circumvent the prohibitions or to mask the infringing nature of the Crumbl Videos. By doing so, Crumbl is in effect claiming ownership over Plaintiffs’ Musical Works.

51. Crumbl’s willfulness is further evidenced by the fact that, even after receiving notice of Plaintiffs’ claims by letter, Crumbl failed to either seek out or take down other infringing Crumbl Videos on Crumbl’s social media accounts, and in several instances continued to post new infringing Crumbl Videos. On August 3, 2023, WMG sent Crumbl a cease-and-desist letter concerning Crumbl Videos featuring unauthorized use of Plaintiffs’ sound

<sup>7</sup> *Terms of Use*, Instagram, <http://help.instagram.com/581066165581870> (incorporating Music Guidelines); *Music Guidelines*, Facebook, [https://www.facebook.com/legal/music\\_guidelines](https://www.facebook.com/legal/music_guidelines).

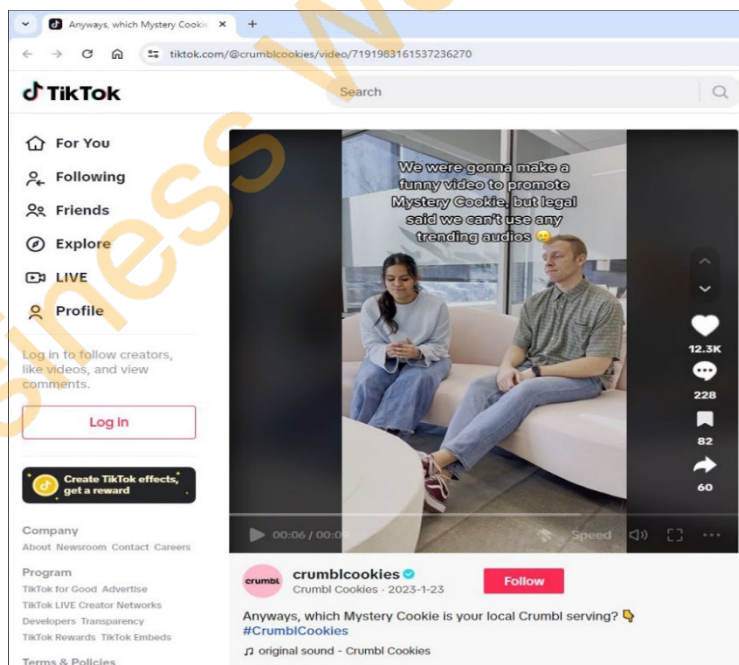
<sup>8</sup> See [https://web.archive.org/web/20180517224131/https://www.facebook.com/legal/music\\_guidelines](https://web.archive.org/web/20180517224131/https://www.facebook.com/legal/music_guidelines) (Music Guidelines on Meta (f/k/a Facebook) Terms of Use as of May 2018); <https://web.archive.org/web/20180522151952/http://help.instagram.com/581066165581870> (Instagram incorporation of and link to Meta Music Guidelines as of May 2018).

<sup>9</sup> *Terms of Service*, TikTok, <https://www.tiktok.com/legal/terms-of-service?lang=en>.



recordings and musical compositions. Yet, months after receiving the cease-and-desist letter, Crumbl not only continued to exploit many of the infringing Crumbl Videos, but also posted new infringing Crumbl Videos. As of October 13, 2023, Plaintiffs discovered six additional infringing videos. Moreover, in multiple instances, even after Crumbl received WMG's cease-and-desist letters, the Crumbl Videos remained available on the accounts of Crumbl's social media influencers and partners.

52. Crumbl's willfulness is further evidenced by its very own statements. **Figure 6** below is a screen capture from a Crumbl Video posted to its TikTok account on January 23, 2024, in which Crumbl itself conceded that "legal said [Crumbl] can't use any trending audios".



**Figure 6**

53. Crumbl is not unfamiliar with intellectual property laws and enforces its own intellectual property rights by filing lawsuits against companies that allegedly infringe Crumbl's

intellectual property. *See, e.g., Crumbl LLC v. Dirty Dough LLC*, No. 2:22-CV-318-HCN (D. Utah); *Crumbl LLC v. Crave Cookies, LLC*, No. 2:22-cv-00319-TC (D. Utah). Upon information and belief, Crumbl has earned hundreds of millions of dollars in revenue and has no shortage of legal resources.

54. Courts specifically have held that the same type of conduct engaged in by Crumbl constitutes copyright infringement. On July 11, 2022, United States District Judge William P. Dimitrouleas granted partial summary judgment to another music company, Universal Music Group, in its action against Bang Energy.<sup>10</sup> In its order, the court found that it was “undisputed that [Bang Energy] posted approximately 140 TikTok videos utilizing portions of [Universal Music Group’s] copyrighted works,” and concluded that the Bang defendants were liable for direct copyright infringement as a matter of law.<sup>11</sup> Similarly, on September 14, 2022, Judge Dimitrouleas granted partial summary judgment to another music company, Sony Music Entertainment, in its separate action against Bang Energy, concluding that the Bang defendants were liable for both direct and vicarious copyright infringement as a matter of law.<sup>12</sup>

**FIRST CLAIM FOR RELIEF**  
**(Direct Copyright Infringement)**

55. Plaintiffs incorporate paragraphs 1 through 54 of this Complaint as if fully set forth herein.

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<sup>10</sup> *UMG Recs.*, 2022 WL 2670339, at \*7.

<sup>11</sup> *Id.* at \* 7.

<sup>12</sup> *Sony*, 2022 WL 4771858, at \*7-13.

56. Plaintiffs are the owners or exclusive licensees in the United States of rights under copyright of the works identified in **Schedule A**, as reflected in that schedule, which copyrights are valid and subsisting.

57. Defendants' creation, posting/reposting, and/or streaming of the Crumbl Videos infringe Plaintiffs' copyrights. Among other things, Defendants have unlawfully reproduced, prepared derivative works from, distributed, publicly performed, and/or publicly performed by means of a digital audio transmission, the copyrighted works listed in **Schedule A** without authorization, in violation of 17 U.S.C. § 106(1), (2), (3), (4), and/or (6).

58. Defendants' acts of infringement have been knowing, deliberate, and willful, and in utter disregard for Plaintiffs' rights.

59. Defendants are liable for direct copyright infringement. *See Sony*, 2022 WL 4771858, at \*8 ("it is undisputed that Defendants directly posted approximately 286 social media videos utilizing portions of Plaintiffs' copyrighted works [without authorization] . . . Courts have found that the unauthorized reproduction, distribution and public performance of sound recordings via the internet violates the Copyright Act . . . Both elements of a direct copyright infringement claim having been established based upon the undisputed material facts . . . Plaintiffs are entitled to partial summary judgment against Defendants").

60. As a direct and proximate result of Defendants' infringement of Plaintiffs' copyrights and exclusive rights under copyright, Plaintiffs are entitled to actual damages and Defendants' profits from infringement, in amounts to be proven at trial, pursuant to 17 U.S.C. § 504(b). In the alternative, at Plaintiffs' election pursuant to 17 U.S.C. § 504(c), Plaintiffs are

entitled to the maximum statutory damages in the amount of \$150,000 with respect to each work infringed, or such other amounts as may be proper under 17 U.S.C. § 504(c).

61. Plaintiffs are entitled to their costs, including reasonable attorneys' fees, pursuant to 17 U.S.C. § 505.

62. Defendants' conduct is causing, and, unless enjoined by this Court, will continue to cause Plaintiffs great and irreparable injury that cannot be fully compensated or measured in money. Plaintiffs have no adequate remedy at law. Pursuant to 17 U.S.C. § 502, Plaintiffs are entitled to a permanent injunction prohibiting Defendants' infringement of Plaintiffs' copyrights and exclusive rights under copyright.

**SECOND CLAIM FOR RELIEF**  
**(Contributory Copyright Infringement)**

63. Plaintiffs incorporate paragraphs 1 through 62 of this Complaint as if fully set forth herein.

64. As detailed above, the third-party social media influencers who created and distributed the Crumbl Videos have likewise infringed Plaintiffs' copyrights. Defendants are liable as contributory copyright infringers for the infringing acts of these influencers. Additionally, or alternatively, Defendants are liable as contributory copyright infringers by making the Crumbl Videos available to the users and subscribers of the social media platforms referenced above.

65. Upon information and belief, Defendants have knowledge of influencers' infringing activity (or have reason to know or are willfully blind to such infringing activity). Among other things, Crumbl's influencers generally tag Crumbl's corporate accounts; upon

information and belief, Crumbl receives a notification from the relevant platform each time it is tagged and reviews posts that tag Crumbl's accounts. As set forth above, Defendants had actual or constructive knowledge that the influencers' and Defendants' use of Plaintiffs' Musical Works in Crumbl Videos was not licensed or otherwise authorized, and was infringing.

66. In addition, by promoting and/or assisting with the creation of the infringing Crumbl Videos, including without limitation through its "perks and rewards" program, and/or by causing them to be copied, made available, and transmitted over the social media platforms referenced above, Defendants materially contributed to the infringing reproduction, preparation of derivative works, distribution, and/or public performance of the copyrighted works contained in the Crumbl Videos, including but not limited to the musical works listed in **Schedule A**.

67. In addition, Defendants have induced such infringement, including by promoting such infringement through perks and rewards to social media collaborators and influencers, posting and/or reposting the infringing Crumbl Videos, and specifically referring to the sound recordings and musical compositions used in the infringing Crumbl Videos.

68. Defendants' acts of contributory infringement are knowing, deliberate, and willful, and in utter disregard for Plaintiffs' rights.

69. As a direct and proximate result of Defendants' contributory infringement of Plaintiffs' copyrights and exclusive rights under copyright, Plaintiffs are entitled to their actual damages, including Defendants' profits from infringement, in amounts to be proven at trial, pursuant to 17 U.S.C. § 504(b). In the alternative, at Plaintiffs' election pursuant to 17 U.S.C. § 504(c), Plaintiffs are entitled to the maximum statutory damages in the amount of \$150,000

with respect to each musical work infringed, or such other amounts as may be proper under 17 U.S.C. § 504(c).

70. Plaintiffs are entitled to their costs, including reasonable attorneys' fees, pursuant to 17 U.S.C. § 505.

71. Defendants' conduct is causing, and, unless enjoined by this Court, will continue to cause Plaintiffs great and irreparable injury that cannot be fully compensated or measured in money. Plaintiffs have no adequate remedy at law. Pursuant to 17 U.S.C. § 502, Plaintiffs are entitled to a permanent injunction prohibiting Defendants' contributory infringement of Plaintiffs' copyrights and exclusive rights under copyright.

**THIRD CLAIM FOR RELIEF**  
**(Vicarious Copyright Infringement)**

72. Plaintiffs incorporate paragraphs 1 through 71 of this Complaint as if fully set forth herein.

73. As detailed above, third-party social media influencers who created and distributed the Crumbl Videos have likewise infringed Plaintiffs' copyrights, and Defendants are vicariously liable for the infringing acts of these influencers. Additionally, or alternatively, Defendants are liable as vicarious copyright infringers by making the Crumbl Videos available to the users and subscribers of the social media platforms referenced above.

74. Defendants have exercised the right, ability, and authority to control and supervise the placement of the infringing Crumbl Videos on the social media platforms referenced above. Defendants also have the ability to remove the infringing Crumbl Videos from each platform. Moreover, upon information and belief, Defendants maintain the right and

ability to control their influencers' infringement, as they are able (but have failed) to place conditions on provision of commissions or other consideration to influencers, such as compliance with copyright laws, or to penalize influencers or terminate relationships with influencers who infringe.

75. Defendants receive a direct financial benefit from the infringing reproduction, preparation of derivative works, distribution, and/or public performance of the copyrighted works contained in the Crumbl Videos, including but not limited to the musical works listed in **Schedule A**, including (among other financial benefits) increased brand recognition and product sales.

76. Defendants' acts of vicarious infringement are knowing, deliberate, willful, and in utter disregard for Plaintiffs' rights.

77. Thus, because Defendants had the ability to control, supervise, and remove the infringing Crumbl Videos posted by third parties, and they received a direct financial benefit from the distribution and/or public performance of the copyrighted works contained in the infringing Crumbl Videos, Defendants are liable for vicarious copyright infringement.

78. As a direct and proximate result of Defendants' vicarious infringement of Plaintiffs' copyrights and exclusive rights under copyright, Plaintiffs are entitled to their actual damages, including Defendants' profits from infringement, in amounts to be proven at trial, pursuant to 17 U.S.C. § 504(b). In the alternative, at Plaintiffs' election pursuant to 17 U.S.C. § 504(c), Plaintiffs are entitled to the maximum statutory damages in the amount of \$150,000 with respect to each musical work infringed, or such other amounts as may be proper under 17 U.S.C. § 504(c).

79. Plaintiffs are entitled to their costs, including reasonable attorneys' fees, pursuant to 17 U.S.C. § 505.

80. Defendants' conduct is causing, and, unless enjoined by this Court, will continue to cause Plaintiffs great and irreparable injury that cannot be fully compensated or measured in money. Plaintiffs have no adequate remedy at law. Pursuant to 17 U.S.C. § 502, Plaintiffs are entitled to a permanent injunction prohibiting Defendants' vicarious infringement of Plaintiffs' copyrights and exclusive rights under copyright.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. for a permanent injunction requiring that Defendants, and their officers, agents, servants, employees, attorneys, and others in active concert or participation with each or any of them, cease infringing, or causing, enabling, facilitating, encouraging, promoting, inducing, and/or participating in the infringement of, any of Plaintiffs' copyrights protected by the Copyright Act, whether now in existence or hereafter created;
2. for statutory damages pursuant to 17 U.S.C. § 504(c), up to the maximum amount of \$150,000 per infringed work, or such other amounts as may be proper under 17 U.S.C. § 504(c), or, in the alternative, at Plaintiffs' election pursuant to 17 U.S.C. § 504(b), Plaintiffs' actual damages and Defendants' profits from infringement, in amounts to be proven at trial;
3. for Plaintiffs' costs, including reasonable attorneys' fees, pursuant to 17 U.S.C. § 505 and otherwise;



4. for prejudgment and post-judgment interest; and
5. for such other and further relief as the Court may deem just and proper.

**JURY DEMAND**

Plaintiffs request a trial by jury for all issues so triable pursuant to Fed. R. Civ. P. 38(b) and 38(c) and under the United States Constitution.

DATED this 22nd day of April,  
2025.

WORKMAN NYDEGGER

By: /s/ Ryan C. Morris  
Ryan C. Morris

SIDLEY AUSTIN LLP

Rollin Ransom (*pro hac vice* to be filed)  
James Joseph Cappell (*pro hac vice* to be filed)

*Attorneys for Plaintiffs*

## Schedule A

## WMG Copyrighted Works Infringed by Crumbl – Sound Recordings

Artist	Work Title	Registration Number	Plaintiff(s)
A-Wall	Loverboy	SR0000939133 / SR0000939846	Warner Records Inc.
Bazzi	Paradise	SR0000859608	Atlantic Records Group LLC
Bruno Mars	Locked out of Heaven	SR0000715738 / SR0000756206	Atlantic Recording Corporation
Bruno Mars	Marry You	SR0000671062	Elektra Entertainment Group Inc.
Bruno Mars	Talking to the Moon	SR0000671062	Elektra Entertainment Group Inc.
Bruno Mars	Treasure	SR0000715738 / SR0000756206	Atlantic Recording Corporation
BURNS	Talamanca	SR 1-027-733	Warner Music International Services Limited
Cafuné	Tek It	SR0000933424	Elektra Entertainment LLC
Cardi B	Up	SR0000934506	Atlantic Recording Corporation
Cardi B, Bad Bunny & J Balvin	I Like It	SR0000823652	Atlantic Recording Corporation
Coldplay	Yellow	SR0000328762	Warner Music International Services Limited
Corona	The Rhythm of the Night	SR0000967038	Warner Music International Services Limited
David Guetta & Bebe Rexha	I'm Good (Blue)	SR0000940861	Warner Music International Services Limited
David Guetta, Kid Cudi	Memories (feat. Kid Cudi)	SR0000643286 / SR0000678038	Warner Music International Services Limited
Dua Lipa	Levitating	SR0000902950	Warner Music International Services Limited
Dua Lipa	Levitating (feat. DaBaby)	SR0000889533	Warner Music International Services Limited
Echosmith	Cool Kids	SR0000968318	Warner Records Inc.
Faith Evans	Love Like This	SR0000228350	Bad Boy Records LLC
FETISH	Come Check This	SR0000926802	Big Beat Records Inc.
Fleetwood Mac	Dreams	N39857	Rhino Entertainment LLC
Flo Rida	GDFR (feat. Sage The Gemini & Lookas)	SR0000808466	Atlantic Recording Corporation
Gerry Rafferty	Right Down the Line	SR0000000346 / SR0000129567	Warner Music International Services Limited
Gipsy Kings	Bamboleo	SR0000099049	Elektra Entertainment Group Inc.
Green Day	Holiday	SR0000362126	Warner Records Inc.
Hobo Johnson	Mover Aways	SR0000881532	Warner Records Inc.
Icona Pop	Clap Snap	SR0000990956	Atlantic Recording Corporation
Imad Royal	Bad 4 U	SR0000926781	Atlantic Recording Corporation
Jack Harlow	WHATS POPPIN (feat. DaBaby, Tory Lanez & Lil Wayne) [Remix]	SR0000877651	Atlantic Recording Corporation
Jason Derulo	Acapulco	SR0000909583	Atlantic Recording Corporation
Jason Derulo	Take You Dancing	SR0000886297	Atlantic Records Group LLC
Jaymes Young	Infinity	SR0000807341	Atlantic Recording Corporation
Jet	Are You Gonna Be My Girl	SR0000343668	Elektra Entertainment Group Inc.
Kylie Minogue	Can't Get You out of My Head	SR0000322960	Warner Music International Services Limited
Lizzo	Juice	SR0000850617	Atlantic Recording Corporation
Lukas Graham	Mama Said	SR0000818935	Warner Records Inc.
Lupe Fiasco	The Show Goes On	SR0000704469 / SR0000704967	Atlantic Recording Corporation

## Schedule A

## WMG Copyrighted Works Infringed by Crumbl – Sound Recordings

Artist	Work Title	Registration Number	Plaintiff(s)
Martin Solveig & GTA	Intoxicated	SR0000966671	Big Beat Records Inc.
Masked Wolf	Astronaut In The Ocean	SR0000894580	Elektra Entertainment Group Inc.
Matoma	Find Love (feat. Dboy)	SR 1-028-039	Warner Music International Services Limited
Melanie Martinez	Play Date	SR0000774057	Atlantic Recording Corporation
Missy Elliott	Get Ur Freak On	SR0000297686	Elektra Entertainment Group Inc.
MOGUAI	Hold On (feat. Cheat Codes) [2020 Edit]	SR0000939762	Warner Music International Services Limited
Morten Harket	Can't Take My Eyes Off You	SR0000188251	Warner Records Inc.
Ofenbach & Quarterhead	Head Shoulders Knees & Toes (feat. Norma Jean Martine)	SR0000946826	Warner Music International Services Limited
P. Diddy	I Need a Girl (Pt. Two) [feat. Ginuwine, Loon, Mario Winans & Tammy Ruggieri]	SR0000332454 / SR0000312074 / SR0000315040	Bad Boy Records LLC
Pink Sweat\$	At My Worst (Gustixa Remix)	SR 1-028-039	Atlantic Recording Corporation
Saweetie	Tap In	SR0000887718	Warner Records Inc.
Slayyyter	Mine	SR 1-028-043	Big Beat Records Inc.
The Notorious B.I.G.	Big Poppa (2005 Remaster)	SR0000206849 / SR0000313013	Bad Boy Records LLC
The Notorious B.I.G.	Hypnotize (2005 Remaster)	SR0000220411 / SR0000238216	Bad Boy Records LLC
The Second Level x Minus Manus	In The Dark	SR 1-027-735	Warner Music International Services Limited
Tinie Tempah	Written in the Stars (feat. Eric Turner)	SR0000680992	Warner Music International Services Limited
Wale	Lotus Flower Bomb (feat. Miguel)	SR0000698024	Atlantic Recording Corporation
Whethan	Superlove (feat. Oh Wonder)	SR0000839982	Atlantic Recording Corporation
Wiz Khalifa	See You Again (feat. Charlie Puth)	SR0000770930 / SR0000768651	Atlantic Recording Corporation
Zapp & Roger	Doo Wa Ditty (Blow That Thing)	SR0000037321	Warner Records Inc.

## Schedule A

## WMG Copyrighted Works Infringed by Crumbl – Musical Compositions

Artist	Work Title	Registration Number	Plaintiff(s)
Ariana Grande	motive (with Doja Cat)	PA0002268906	W Chappell Music Corp.
Ariana Grande	positions	PA0002496365	W Chappell Music Corp.
Ariana Grande	Santa Tell Me	PA0002524750	W Chappell Music Corp.
Armani White	BILLIE EILISH.	PA0002417990	Warner-Tamerlane Publishing Corp.; Warner Chappell Music, Inc.
Beyoncé	Love On Top	PA0001822469	W Chappell Music Corp.
Beyoncé	Partition	PA0001918144	Warner-Tamerlane Publishing Corp.; W Chappell Music Corp.
Beyoncé	Single Ladies (Put a Ring on It)	PA0001682647	W Chappell Music Corp.
Beyoncé	BREAK MY SOUL	PA0002375264	W Chappell Music Corp.
BLACKPINK	Ice Cream (with Selena Gomez)	PA0002268882	Warner-Tamerlane Publishing Corp.
BROCKHAMPTON	SUGAR	PA0002242950	Warner-Tamerlane Publishing Corp.
Bruno Mars	Locked out of Heaven	PA0001869823	Warner Chappell Music, Inc.
Bruno Mars	Marry You	PA0001742736	Warner Chappell Music, Inc.
Bruno Mars	Talking to the Moon	PA0001869984	Warner Chappell Music, Inc.
Bruno Mars	Treasure	PA0001869830	Warner Chappell Music, Inc.
BTS	Butter	PA0002333493	W Chappell Music Corp.
BTS	Butter - Megan Thee Stallion Remix	PA0002524907	W Chappell Music Corp.
Cardi B	Up	PA0002394634	Warner-Tamerlane Publishing Corp.; W Chappell Music Corp.
Cardi B, Bad Bunny & J Balvin	I Like It	PA0002143531	W Chappell Music Corp.
Cheat Codes, Kriss Kross Amsterdam	Sex	PA0002525193	W Chappell Music Corp.
Childish Gambino	Redbone	PA0002082194	Warner-Tamerlane Publishing Corp.
Chris Brown	Gimme That Remix (feat. Lil Wayne)	PA0001372253	Warner-Tamerlane Publishing Corp.
Chris Brown, Young Thug	Go Crazy	PA0002282807	W Chappell Music Corp.
Corona	The Rhythm of the Night	PA0000752383	Warner-Tamerlane Publishing Corp.; W Chappell Music Corp.
DB BEATZ	Last Christmas	PA0000296385	W Chappell Music Corp.
Dean Martin	Winter Wonderland	PA0000718025	W Chappell Music Corp.
Diplo, SIDEPIECE	On My Mind - Do You Dance? Edit	PA0002361561	W Chappell Music Corp.
DJ Khaled	LET IT GO (feat. Justin Bieber & 21 Savage)	PA0002315417	Warner-Tamerlane Publishing Corp.; W Chappell Music Corp.
Doja Cat	Kiss Me More (feat. SZA)	PA0002304261	Warner-Tamerlane Publishing Corp.
Doja Cat	Streets - Silhouette Remix	PA0000249092	Warner-Tamerlane Publishing Corp.; W Chappell Music Corp.
Drake	Best I Ever Had	PA0001915623	Warner-Tamerlane Publishing Corp.
Drake, Kanye West, Lil Wayne, Eminem	Forever	PA0001696205	Warner-Tamerlane Publishing Corp.
Dua Lipa	Levitating	PA0002292827	W Chappell Music Corp.

## Schedule A

## WMG Copyrighted Works Infringed by Crumbl – Musical Compositions

Artist	Work Title	Registration Number	Plaintiff(s)
Dua Lipa	Levitating (feat. DaBaby)	PA0002304883	W Chappell Music Corp.
Echosmith	Cool Kids	PA0002385935	W Chappell Music Corp.
EDEN	sex	PA0002525578	W Chappell Music Corp.
Edison Lighthouse	Love Grows (Where My Rosemary Goes)	EP 270846	Unichappell Music Inc.
Ellie Goulding	Lights	PA0001786685 / PA0001786670	W Chappell Music Corp.
EZ1	Take My Breath Away	PA0000292409	W Chappell Music Corp.
Faith Evans	Love Like This	PA0000937948	Warner-Tamerlane Publishing Corp.
Far East Movement, Ryan Tedder, Ruff Loaderz	Rocketeer	PA0001735616	Warner-Tamerlane Publishing Corp.; W Chappell Music Corp.; Warner Chappell Music, Inc.
Four Tops	Back To School Again	PAu000407838	Warner-Tamerlane Publishing Corp.
G-Eazy	Still Be Friends (feat. Tory Lanez & Tyga)	PA0002239037	Warner-Tamerlane Publishing Corp.
George Michael	Careless Whisper	PA0000219809	W Chappell Music Corp.
Ginuwine	Pony	PA0000839501	W Chappell Music Corp.
Gipsy Kings	Bamboleo	PA0000455876	W Chappell Music Corp.
Gotye, Kimbra	Somebody That I Used To Know	PA0001785517	Unichappell Music, Inc.
Green Day	Holiday	PA0002319800 (supplement) / PA0001251317	W Chappell Music Corp.
Gwen Stefani	Hollaback Girl	PA0001160423	Warner Chappell Music, Inc.
Harry Styles	Daydreaming	PA0002427595	Warner-Tamerlane Publishing Corp.; W Chappell Music Corp.
Hobo Johnson	Mover Aways	PA0002210592	Warner-Tamerlane Publishing Corp.
House Of Pain	Jump Around	PA0001719145	W Chappell Music Corp.
ITZY	ICY	PA0002525196	W Chappell Music Corp.
J. Cole	Work Out	PA0001775270	W Chappell Music Corp.
Jack Harlow	WHAT'S POPPIN (feat. DaBaby, Tory Lanez & Lil Wayne) [Remix]	PA0002405018	Warner-Tamerlane Publishing Corp.
JACKBOYS, Travis Scott	OUT WEST (feat. Young Thug)	PA0002390789	Warner-Tamerlane Publishing Corp.
Jaymes Young	Infinity	PA0002496164	Warner-Tamerlane Publishing Corp.
Jeremih	oui	PA0002078413	Warner-Tamerlane Publishing Corp.
JNR CHOI, Sam Tompkins	TO THE MOON	PA0002468267	Warner Chappell Music, Inc.
John Williams, London Symphony Orchestra	The Imperial March (Darth Vader's Theme)	PAu000193648	Warner-Tamerlane Publishing Corp.
K CAMP	Lottery (Renegade)	PA0002196412	Warner-Tamerlane Publishing Corp.
Kanye West	Father Stretch My Hands Pt. 1	PA0002192892	Warner-Tamerlane Publishing Corp.
Kanye West	Praise God	PA0002370856	Warner-Tamerlane Publishing Corp.
Kanye West, Lupe Fiasco	Touch the Sky	PA0001299042	Warner-Tamerlane Publishing Corp.



## Schedule A

## WMG Copyrighted Works Infringed by Crumbl – Musical Compositions

Artist	Work Title	Registration Number	Plaintiff(s)
Kanye West, T-Pain	Good Life	PA0001597235	Warner-Tamerlane Publishing Corp.
Katy Perry	E.T.	PA0001753644	W Chappell Music Corp.
Katy Perry	Birthday	PA0001874303	W Chappell Music Corp.
Kendrick Lamar	HUMBLE.	PA0002370036	Warner-Tamerlane Publishing Corp.; W Chappell Music Corp.
Kendrick Lamar	LOVE. FEAT. ZACARI.	PA0002085589	Warner-Tamerlane Publishing Corp.
Lil Mosey	Blueberry Faygo	PA0002390266	Warner-Tamerlane Publishing Corp.
Lil Nas X	HOLIDAY	PA0002272516	Warner-Tamerlane Publishing Corp.
Lil Nas X	INDUSTRY BABY (feat. Jack Harlow)	PA0002421544	Warner-Tamerlane Publishing Corp.
Lipps Inc.	Funkytown	PA0000074417	Warner-Tamerlane Publishing Corp.
Lizzo	Juice	PA0002293037	Warner-Tamerlane Publishing Corp.
Lucky Luke	Cooler Than Me	PA0001740827	W Chappell Music Corp.
Lukas Graham	Mama Said	PA0002037066	Warner Chappell Music, Inc.; W Chappell Music Corp.
Mariah Carey	Fantasy	PA0000795299	W Chappell Music Corp.
Masked Wolf	Astronaut In The Ocean	PA0002330126	Warner-Tamerlane Publishing Corp.
Melanie Martinez	Play Date	PA0001996542	Warner-Tamerlane Publishing Corp.
Migos	Bad and Boujee (feat. Lil Uzi Vert)	PA0002525189	Warner-Tamerlane Publishing Corp.; W Chappell Music Corp.
Miley Cyrus	Party In The U.S.A	PA0002358151	Warner-Tamerlane Publishing Corp.
Missy Elliott	Get Ur Freak On	PA0001146413	W Chappell Music Corp.
MKTO	Classic	PA0001923339	Warner-Tamerlane Publishing Corp.
MOGUAI	Hold On (feat. Cheat Codes) - 2020 Edit	PA0002324760	Warner-Tamerlane Publishing Corp.; W Chappell Music Corp.
Montel Jordan, Wino	This Is How We Do It	PA0000785625	Warner-Tamerlane Publishing Corp.
Rae Sremmurd	This Could Be Us	PA0001974493	Warner-Tamerlane Publishing Corp.; W Chappell Music Corp.
Rick Astley	Never Gonna Give You Up	PA0000375327	Warner-Tamerlane Publishing Corp.
Rupert Holmes	Escape (The Pina Colada Song)	PA0000107162	W Chappell Music Corp.
Saweetie	Tap In	PA0002251404	W Chappell Music Corp.
Selena Gomez	Rare	PA0002248007	Warner-Tamerlane Publishing Corp.; W Chappell Music Corp.
Stromae	Alors on danse - Radio Edit	PA0002525301	Warner-Tamerlane Publishing Corp.
SZA	Good Days	PA0002333973	Warner-Tamerlane Publishing Corp.
Taylor Swift	All Too Well	PA0002339277	Warner-Tamerlane Publishing Corp.
The Kid LAROI	STAY (with Justin Bieber)	PA0002345926	Warner-Tamerlane Publishing Corp.
The Weeknd	Save Your Tears	PA0002282131	W Chappell Music Corp.
The Weeknd	The Hills	PA0001986818	W Chappell Music Corp.
Tinie Tempah	Written in the Stars (feat. Eric Turner)	PA0001736071	Warner-Tamerlane Publishing Corp.; W Chappell Music Corp.
Tones And I	Dance Monkey	PA0002203186	W Chappell Music Corp.
Travis Scott	goosebumps	PA0002078529	W Chappell Music Corp.
Tyler Childers	All Your'n	PA0002496180	Warner-Tamerlane Publishing Corp.
Wale	Lotus Flower Bomb (feat. Miguel)	PA0001816126	W Chappell Music Corp.

## Schedule A

WMG Copyrighted Works Infringed by Crumbl – Musical Compositions

Artist	Work Title	Registration Number	Plaintiff(s)
Walker Hayes	Fancy Like	PA0002341564	W Chappell Music Corp.
Wiz Khalifa	See You Again (feat. Charlie Puth)	PA0002031758	Warner-Tamerlane Publishing Corp.
Young Money, Lloyd	BedRock	PA0001835844	Warner-Tamerlane Publishing Corp.; W Chappell Music Corp.

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

ATLANTIC RECORDING CORPORATION, et al.

(b) County of Residence of First Listed Plaintiff \_\_\_\_\_  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Workman Nydegger  
60 E. South Temple St., Ste 1000, Salt Lake City, UT 84111  
(801) 533-9800

**DEFENDANTS**

CRUMBL, LLC and DOES 1-10,

County of Residence of First Listed Defendant Utah  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☒ 3 Federal Question (U.S. Government Not a Party)  
☐ 2 U.S. Government Defendant  
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input checked="" type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education <b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from Another District (specify)  
☐ 6 Multidistrict Litigation - Transfer  
☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

17 U.S.C. § 106

Brief description of cause:

Direct, Contributory, and Vicarious copyright infringement

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION DEMAND \$  
UNDER RULE 23, F.R.Cv.P.

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE

04/22/2025

SIGNATURE OF ATTORNEY OF RECORD

/s/ Ryan C. Morris

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_

AMOUNT \_\_\_\_\_

APPLYING IFP \_\_\_\_\_

JUDGE \_\_\_\_\_

MAG. JUDGE \_\_\_\_\_