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11 **TREVOR LAWRENCE JR.**

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

14 **TREVOR LAWRENCE JR.,** an
15 individual,

16 Plaintiff,

17 vs.

18 **CALVIN CORDOZAR BROADUS JR.**
19 p/k/a SNOOP DOGG, an individual;
20 **DEATH ROW RECORDS,** an entity of
21 unknown form; **BLOCKCHAIN GAME**
22 **PARTNERS, INC.** d/b/a **GALA**
23 **MUSIC,** a Wyoming corporation; and
24 **DOES 1-10,** inclusive;

25 Defendants.

CASE NO. 24-5947

COMPLAINT FOR:

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

DEMAND FOR JURY TRIAL

1 Plaintiff Trevor Lawrence Jr. (“Lawrence” or “Plaintiff”), by and through his
2 undersigned attorneys, brings this Complaint against Calvin Broadus Jr. p/k/a
3 Snoop Dogg (“Broadus”), Death Row Records (“DRR”), Blockchain Game
4 Partners, Inc. d/b/a Gala Music (“BGP”), and Does 1-10 (collectively
5 “Defendants”) upon knowledge and belief as to himself and as to all other matters
6 upon information and belief of his undersigned attorneys. With respect to facts
7 alleged herein on information and belief, Plaintiff and his undersigned attorneys are
8 informed and believe that those facts are likely to have evidentiary support after a
9 reasonable opportunity for further investigation or discovery, because, among other
10 reasons, evidence to support those facts is exclusively in Defendants’ possession.

11 **NATURE OF THE ACTION**

12 1. This is an action for copyright infringement arising out of Defendants’
13 failure to license Lawrence’s authorship interests in connection with the musical
14 compositions and sound recordings embodied in two songs released by Broadus
15 and more broadly commercially exploited by Defendants.

16 **PLAINTIFF**

17 1. Plaintiff Trevor Lawrence Jr. is an individual domiciled in Los
18 Angeles, California.

19 **DEFENDANTS**

20 2. Defendant Calvin Broadus Jr. p/k/a Snoop Dogg is, on information and
21 belief, an individual domiciled in Los Angeles, California.

22 3. Defendant Death Row Records, on information and belief, is, and at all
23 relevant times was, an entity of unknown form and origin with its principal place of
24 business in Los Angeles, California.

25 4. Defendant Blockchain Game Partners, Inc. d/b/a Gala Music, on
26 information and belief, is, and at all relevant times was, a corporation organized
27 under the laws of Wyoming with its principal place of business in Jackson,
28 Wyoming.

1 Rimes, Mariah Carey, Lin-Manuel Miranda, and many others.

2 10. As a producer, Lawrence often authors instrumental musical
3 compositions and sound recordings based upon those compositions, which are
4 referred to as “backing tracks.” Lawrence will offer these backing tracks to
5 recording artists such as Broadus for use in creating derivative works.

6 11. Lawrence’s practice, which is standard in the music industry, is to
7 create backing tracks “on spec” – that is to say, of his own initiative and not at the
8 behest of any third party. Once they are complete, Lawrence furnishes his backing
9 tracks to recording artists for the limited purpose of allowing them to experiment
10 with the tracks in-studio, with the understanding that a proper license will and must
11 be negotiated to actually commercially release any derivative works based upon the
12 backing tracks. *See Chapman v. Maraj*, No. 2:18-cv-09088-VAP-SSx, 2020 WL
13 6260021, at *10 (C.D. Cal. Sep. 16, 2020) (explaining that “artists usually
14 experiment with works before seeking licenses from rights holders”).

15 12. In 2010, Lawrence created two backing tracks that were subsequently
16 registered with the Copyright Office under the titles “Pop Pop Pop Goes My 9” and
17 “Get This D with Hook” (collectively the “Lawrence Tracks”).¹

18 13. In or about November of 2020, Lawrence presented the Lawrence
19 Tracks to Broadus for potential in-studio experimentation. Broadus responded
20 positively to the Lawrence Tracks and requested that he be furnished with copies
21 thereof. Accordingly, Lawrence provided Broadus with digital copies of the
22 Lawrence Tracks. The parties did not reach any agreement regarding whether
23 Broadus could commercially exploit the Lawrence Tracks in any capacity.

24 14. On or about January 27, 2022, Lawrence was contacted by a
25 representative of Broadus/DRR to inform him that Broadus intended to include a
26 derivative work based upon “Pop Pop Pop Goes My 9” in an upcoming album.

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28 ¹ Copyright Office Registration No. SRu001567029.

1 During this call, Lawrence informed the representative that his anticipated license
2 fee would include, but was not limited to, a \$10,000 flat fee producer advance
3 payment to be recouped against a producer royalty. Lawrence would also retain a
4 50% interest in the underlying musical composition and receive music publishing
5 royalties for the derivative work. Lawrence further indicated that he expected the
6 license to be properly “papered” (*i.e.*, reduced to a written agreement confirming
7 the relevant scope and terms of the licensing arrangement). The representative
8 confirmed that these anticipated terms were acceptable to Broadus/DRR.

9 15. On or about January 28, 2022, Lawrence was contacted by the same
10 representative of Broadus/DRR to inform him that Broadus intended to include a
11 derivative work based upon “Get This D with Hook” in an upcoming album. The
12 parties confirmed that the same terms discussed on the prior day’s call related to
13 “Pop Pop Pop Goes My 9” would apply equally to “Get This D with Hook.”

14 16. In the music industry, it is customary for parties to initially agree upon
15 the terms of compensation for use of musical compositions and/or sound recordings
16 related to the traditional market for exploiting phonorecords, which encompasses
17 physical sales, digital downloads, and ephemeral streaming. If additional forms of
18 exploitation are anticipated by a licensee, it is expected that they will be expressly
19 communicated to the licensor for consideration and, if authorized by the licensor,
20 subject to additional measures of compensation as negotiated by the parties.

21 17. On February 11, 2022, Broadus released an album entitled “BODR”
22 (the “Album”) through DRR, which included tracks entitled “Pop Pop” and “Get
23 This Dick” (collectively the “Broadus Tracks”).

24 18. “Pop Pop” incorporates “Pop Pop Pop Goes My 9” such that the
25 former constitutes a derivative work based upon the latter.

26 19. “Get this Dick” incorporates “Get This D with Hook” such that the
27 former constitutes a derivative work based upon the latter.

28 20. Lawrence was not contacted by any representatives of Broadus or

1 DRR between January 28, 2022 and February 11, 2022 or otherwise furnished with
2 any paperwork to confirm the agreed-upon scope of use or terms of compensation
3 for exploitation of the Lawrence Tracks as embodied in the Broadus Tracks.

4 21. On or about February 22, 2022, Lawrence discovered that Broadus
5 and/or DRR had authorized BGP to exploit the Broadus Tracks as part of a bundled
6 offering known as “Stash Boxes” wherein customers could acquire individual songs
7 from the Album in conjunction with other media assets, such as non-fungible
8 tokens (“NFTs”) designed to both capitalize on the popularity of the Album and
9 drive consumer interest in BGP’s overall business as an NFT platform.

10 22. BGP made clear in the marketing and promotional materials for its
11 Stash Boxes that the new tracks from the Album constituted “the showcase item”
12 for each purchase, such that they were the primary driver of consumer interest in
13 the offering.² Accordingly, while there were other miscellaneous items included in
14 the Stash Boxes, substantial value was derived from the inclusion of the Album
15 tracks, and the Broadus Tracks in particular (which proved highly popular).

16 23. At no point in time did Defendants, or any of them, communicate to
17 Lawrence any intention to exploit the Lawrence Tracks in connection with a
18 bundled offering such as BGP’s Stash Boxes, nor did Lawrence authorize any such
19 exploitation of his work, which was never within his prior contemplation.

20 24. On information and belief, Defendants earned tens of millions of
21 dollars through BGP’s Stash Box offering and, consequently, the unauthorized
22 exploitation of the Lawrence Tracks, which were reproduced and distributed to the
23 public as part of the Broadus Tracks to generate interest in the Stash Boxes. The
24 profits generated and damages owed by Defendants by this offering are therefore
25 directly traceable to the value derived from Lawrence’s copyrightable work.

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28 ² See Gala Music, “Snoop’s Stash Boxes will Open Soon,” Medium (Mar. 4, 2022),
<https://medium.com/gala-music/snoops-stash-boxes-will-open-soon-2e7b255422fa>.

1 25. To date, Defendants have refused to properly license the Lawrence
2 Tracks or compensate Lawrence for their use in the Broadus Tracks. This refusal
3 encompasses not only the Stash Boxes, but all traditional forms of phonorecord
4 exploitation (for which Lawrence has received no royalties from Defendants).

5 **FIRST CAUSE OF ACTION**
6 **COPYRIGHT INFRINGEMENT**
7 **(Against All Defendants)**

8 26. Plaintiff hereby incorporates the allegations set forth above in
9 paragraphs 1 through 25 above, as though fully set forth herein.

10 27. Without Lawrence's authorization, license, or consent, Defendants
11 reproduced, distributed, and publicly performed the Broadus Tracks as derivative
12 works based upon the Lawrence Tracks, thereby infringing Lawrence's exclusive
13 rights of copyright under the Copyright Act, 17 U.S.C. §§ 106, 501.

14 28. On information and belief, Defendants have authorized and continue to
15 authorize the reproduction, distribution, and/or public performance of the Broadus
16 Tracks in physical records, digital downloads, and digital streams, as well as part of
17 bundled offerings including, but not limited to, the Stash Boxes.

18 29. Each unauthorized reproduction, distribution, and/or public
19 performance of the Broadus Tracks, including as part of the Stash Boxes,
20 constitutes a separate and distinct act of copyright infringement.

21 30. Defendants' conduct has been and continues to be intentional, willful
22 and with full knowledge of Lawrence's copyrights in the Lawrence Tracks and the
23 direct infringement thereof.

24 31. Pursuant to 17 U.S.C. § 504(b), as a direct and proximate result of
25 Defendants' direct infringement of Lawrence's copyrights, Lawrence is entitled to
26 recover his actual damages, including Defendants' profits from infringement, as
27 will be proven at trial.

28 32. Defendants are causing, and unless enjoined by the Court, will

1 continue to cause, Lawrence irreparable harm for which Lawrence has no adequate
2 remedy at law. Lawrence is entitled to an injunction under 17 U.S.C. § 502,
3 prohibiting the continued infringement of the Lawrence Tracks and an order under
4 17 U.S.C. § 503 directing the impoundment, destruction or other reasonable
5 disposition of all infringing works, including the Broadus Tracks.

6 **SECOND CAUSE OF ACTION**

7 **CONTRIBUTORY COPYRIGHT INFRINGEMENT**

8 **(Against All Defendants)**

9 33. Plaintiff hereby incorporates the allegations set forth above in
10 paragraphs 1 through 32, above, as though fully set forth herein.

11 34. Defendants knowingly and systematically induced, caused, materially
12 contributed to and participated in infringing distribution by third parties of the
13 Lawrence Tracks and derivative works thereof, including, without limitation, by
14 way of reproduction and distribution of digital and physical copies, and by public
15 performance via web streaming. Specifically, by licensing to third parties the right
16 to distribute and/or publicly perform the Broadus Tracks, both physically and
17 digitally, including customers utilizing BGP's platform, the Defendants induced
18 and encouraged these third parties to directly infringe Lawrence's copyright in the
19 Lawrence Tracks.

20 35. Defendants' conduct has been and continues to be intentional, willful
21 and with full knowledge of Lawrence's copyrights in the Lawrence Tracks and the
22 direct infringement thereof.

23 36. Pursuant to 17 U.S.C. § 504(b), as a direct and proximate result of
24 Defendants' direct infringement of Lawrence's copyrights, Lawrence is entitled to
25 recover his actual damages, including Defendants' profits from infringement, as
26 will be proven at trial.

27 37. Defendants are causing, and unless enjoined by the Court, will
28 continue to cause, Lawrence irreparable harm for which Lawrence has no adequate

1 remedy at law. Lawrence is entitled to an injunction under 17 U.S.C. § 502,
2 prohibiting the continued infringement of the Lawrence Tracks and an order under
3 17 U.S.C. § 503 directing the impoundment, destruction or other reasonable
4 disposition of all infringing works, including the Broadus Tracks.

5 **THIRD CAUSE OF ACTION**

6 **VICARIOUS COPYRIGHT INFRINGEMENT**

7 **(Against All Defendants)**

8 38. Plaintiff hereby incorporates the allegations set forth above in
9 paragraphs 1 through 37, as though fully set forth herein.

10 39. Defendants knowingly and systematically induced, caused, materially
11 contributed to and participated in infringing distribution by third parties of the
12 Lawrence Tracks and derivative works thereof, including, without limitation, by
13 way of reproduction and distribution of digital and physical copies, and by public
14 performance via web streaming. Specifically, Defendants enjoyed a direct financial
15 benefit from the reproduction, distribution, and/or public performance of the
16 Lawrence Tracks, including through customers utilizing BGP's platform, while
17 having the right and ability to supervise the infringing activity, yet failed to exercise
18 that right and ability to prevent the infringing activity.

19 40. Defendants' conduct has been and continues to be intentional, willful
20 and with full knowledge of Plaintiff's copyrights in the Recordings, and the
21 contributory infringement thereof.

22 41. Defendants' conduct has been and continues to be intentional, willful
23 and with full knowledge of Lawrence's copyrights in the Lawrence Tracks and the
24 direct infringement thereof.

25 42. Pursuant to 17 U.S.C. § 504(b), as a direct and proximate result of
26 Defendants' direct infringement of Lawrence's copyrights, Lawrence is entitled to
27 recover his actual damages, including Defendants' profits from infringement, as
28 will be proven at trial.

1 43. Defendants are causing, and unless enjoined by the Court, will
2 continue to cause, Lawrence irreparable harm for which Lawrence has no adequate
3 remedy at law. Lawrence is entitled to an injunction under 17 U.S.C. § 502,
4 prohibiting the continued infringement of the Lawrence Tracks and an order under
5 17 U.S.C. § 503 directing the impoundment, destruction or other reasonable
6 disposition of all infringing works, including the Broadus Tracks.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff prays for Judgment as follows:

9 **On the First Claim for Direct Copyright Infringement:**

- 10 1. For an award of damages, including actual damages and the disgorgement of
11 any and all gains, profits and advantages obtained by Defendants, as a result
12 of their acts of infringement in an amount according to proof at trial; and
13 2. For a temporary, preliminary and permanent injunction, prohibiting the
14 continued infringement of the Recordings during the terms of copyright.

15 **On the Second Claim for Contributory Copyright Infringement:**

- 16 1. For an award of damages, including actual damages and the disgorgement of
17 any and all gains, profits and advantages obtained by Defendants, as a result
18 of their acts of infringement in an amount according to proof at trial; and
19 2. For a temporary, preliminary and permanent injunction, prohibiting the
20 continued infringement of the Recordings during the terms of copyright.

21 **On the Second Claim for Vicarious Copyright Infringement:**

- 22 1. For an award of damages, including actual damages and the disgorgement of
23 any and all gains, profits and advantages obtained by Defendants, as a result
24 of their acts of infringement in an amount according to proof at trial; and
25 2. For a temporary, preliminary and permanent injunction, prohibiting the
26 continued infringement of the Recordings during the terms of copyright.

27 **On All Claims For Relief:**

- 28 1. For prejudgment interest at the legal rate; and

1 2. For such other and further relief as the Court deems just and proper.

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3 Dated: July 15, 2024

JOHNSON & JOHNSON LLP

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By /s Neville Johnson

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Neville L. Johnson

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Attorneys for Plaintiff

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

Dated: July 15, 2024

JOHNSON & JOHNSON LLP

By /s Neville Johnson
Neville L. Johnson
Attorneys for Plaintiff

