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Attorneys for Defendants and Counterclaimants
Justin Raisen, Jeremiah Raisen, Justin “Yves”
Rothman, and Heavy Duty LLC

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

MELISSA JEFFERSON, professionally
known as LIZZO, an individual,

Plaintiff,

vs.

JUSTIN RAISEN, an individual,
JEREMIAH RAISEN, an individual,
HEAVY DUTY MUSIC PUBLISHING,
JUSTIN “YVES” ROTHMAN, an
individual, and DOES 1-10,

Defendants.

JUSTIN RAISEN, an individual,
JEREMIAH RAISEN, an individual,
HEAVY DUTY LLC (erroneously sued
as HEAVY DUTY MUSIC
PUBLISHING), and JUSTIN “YVES”
ROTHMAN, an individual,

Counterclaimants,

vs.

MELISSA JEFFERSON, professionally
known as LIZZO, an individual, ERIC
FREDERIC, an individual, JESSE ST.
JOHN GELLER, an individual,
STEVEN CHEUNG, an individual, and
ROES 1-10,

Counterdefendants.

Case No. 2:19-CV-09107-DMG-MAA

The Hon. Dolly M. Gee

**DEFENDANTS JUSTIN RAISEN,
JEREMIAH RAISEN, HEAVY
DUTY LLC, AND JUSTIN “YVES”
ROTHMAN’S ANSWER AND
COUNTERCLAIMS**

DEMAND FOR JURY TRIAL

Courtroom: 8C

Action Filed: October 23, 2019
Trial Date: None Set

Pursuant to Rule 8(b) of the Federal Rules of Civil Procedure, Defendants Justin Raisen, Jeremiah Raisen (collectively, “the Raisens”), Justin “Yves” Rothman, and Heavy Duty LLC¹ (collectively, “Defendants” or “Counterclaimants”) answer the Complaint of Plaintiff Melissa Jefferson p/k/a Lizzo (“Plaintiff” or “Lizzo”). If an averment is not specifically admitted, it is hereby denied.

ANSWER TO COMPLAINT

1. Answering Paragraph 1, Defendants admit that Lizzo is a recording artist and songwriter, that Lizzo attained breakthrough commercial success in 2019, that “Truth Hurts” was first released in 2017 and hit Number One on the *Billboard* charts in September 2019, and that Lizzo is seeking a judicial declaration regarding the authorship of “Truth Hurts.” Except as expressly admitted herein, Defendants deny each and every allegation contained therein.

2. Answering Paragraph 2, Defendants admit that the Raisens are asserting claims to a percentage of “Truth Hurts.” Except as expressly admitted herein, Defendants deny each and every allegation contained therein.

3. Answering Paragraph 3, Defendants admit that Rothman is asserting a claim to a percentage of “Truth Hurts.” Except as expressly admitted herein, Defendants deny each and every allegation contained therein.

4. Answering Paragraph 4, Defendants deny each and every allegation contained therein.

5. Answering Paragraph 5, Defendants admit Lizzo is a singer, songwriter, and rapper, and that she received breakthrough commercial success in 2019. Defendants lack knowledge and information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 5, and therefore deny the allegations on that basis.

¹ Lizzo’s Complaint erroneously sued Heavy Duty LLC as Heavy Duty Music Publishing.

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1 6. Answering Paragraph 6, Defendants admit the allegations contained
2 therein.

3 7. Answering Paragraph 7, Defendants admit the allegations contained
4 therein.

5 8. Answering Paragraph 8, Defendants admit that the Raisens do business
6 with an entity known as Heavy Duty LLC, which Lizzo's Complaint erroneously
7 sued as Heavy Duty Music Publishing. Except as expressly admitted herein,
8 Defendants deny each and every allegation contained therein.

9 9. Answering Paragraph 9, Defendants admit the allegations contained
10 therein.

11 10. Answering Paragraph 10, Defendants lack sufficient knowledge or
12 information to form a belief concerning the truth of the factual allegations contained
13 therein and on that basis deny such allegations. Paragraph 10 further contains legal
14 conclusions and argument as to which no response is required.

15 11. Answering Paragraph 11, this Paragraph states a legal conclusion as to
16 which no response is required. To the extent a response is required, however,
17 Defendants admit the allegations contained therein.

18 12. Answering Paragraph 12, this Paragraph states a legal conclusion as to
19 which no response is required. To the extent a response is required, however,
20 Defendants admit the allegations contained therein.

21 13. Answering Paragraph 13, this Paragraph states a legal conclusion as to
22 which no response is required. To the extent a response is required, however,
23 Defendants admit the allegations contained therein.

24 14. Answering Paragraph 14, Defendants admit they are aware that a song
25 called "Truth Hurts" by Lizzo was commercially released. Defendants lack
26 knowledge and information sufficient to form a belief as to the truth of the
27 remaining allegations of Paragraph 14, and therefore deny the allegations on that
28 basis.

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15. Answering Paragraph 15, Defendants deny each and every allegation contained therein.

16. Answering Paragraph 16, Defendants admit that the Raisens and Rothman are joint authors of “Truth Hurts,” and have claimed so at all times, including after its release. Except as expressly admitted herein, Defendants deny each and every allegation contained therein.

17. Answering Paragraph 17, Defendants deny each and every allegation contained therein.

18. Answering Paragraph 18, Defendants admit that the Raisens co-own “Truth Hurts” based on numerous legal and factual reasons, including, but not limited to, the fact that the song includes a lyric coupled with a melody contained in an unreleased song which Lizzo created with Defendants at Justin Raisen’s Los Angeles studio in April 2017. Except as expressly admitted herein, Defendants deny each and every allegation contained therein.

19. Answering Paragraph 19, Defendants deny each and every allegation contained therein.

20. Answering Paragraph 20, Defendants admit that the source of the line “I just took a DNA test, turns out I’m 100% that bitch” is a tweet that became an internet meme. Except as expressly admitted herein, Defendants deny each and every allegation contained therein.

21. Answering Paragraph 21, Defendants admit that each of the Raisens own rights to 10% of “Truth Hurts” and to a corresponding share of the song’s profits. Except as expressly admitted herein, Defendants deny each and every allegation contained therein.

22. Answering Paragraph 22, Defendants admit that Lizzo rejected the Raisens’ ownership in, and rights and claims to, “Truth Hurts” and its profits on a telephone call with Justin Raisen. Except as expressly admitted herein, Defendants deny each and every allegation contained therein.

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23. Answering Paragraph 23, Defendants deny each and every allegation contained therein.

24. Answering Paragraph 24, Defendants lack knowledge and information sufficient to form a belief as to the truth of the allegations of Paragraph 24, and therefore deny the allegations on that basis.

25. Answering Paragraph 25, Defendants lack knowledge and information sufficient to form a belief as to the truth of the allegations of Paragraph 25, and therefore deny the allegations on that basis.

26. Answering Paragraph 26, Defendants lack knowledge and information sufficient to form a belief as to the truth of the allegations of Paragraph 26, and therefore deny the allegations on that basis.

27. Answering Paragraph 27, Defendants lack knowledge and information sufficient to form a belief as to the truth of the allegations of Paragraph 27, and therefore deny the allegations on that basis.

28. Answering Paragraph 28, Defendants lack sufficient knowledge or information to form a belief concerning the truth of the factual allegations contained therein and on that basis deny such allegations. Paragraph 28 further contains legal conclusions and argument as to which no response is required.

29. Answering Paragraph 29, Defendants lack sufficient knowledge or information to form a belief concerning the truth of the factual allegations contained therein and on that basis deny such allegations. Paragraph 29 further contains legal conclusions and argument as to which no response is required.

30. Answering Paragraph 30, Defendants admit that “Truth Hurts” appeared on the *Billboard* Hot 100 Chart. Defendants lack sufficient knowledge or information to form a belief concerning the truth of the factual allegations contained therein and on that basis deny such allegations.

31. Answering Paragraph 31, Defendants admit the allegations contained therein.

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32. Answering Paragraph 32, Defendants admit that as of September 4, 2019, the Raisens own a 20% ownership share of “Truth Hurts.” Except as expressly admitted herein, Defendants deny each and every allegation contained therein.

33. Answering Paragraph 33, Defendants admit that they made posts on social media about their joint authorship of “Truth Hurts.” Except as expressly admitted herein, Defendants deny each and every allegation contained therein.

34. Answering Paragraph 34, Defendants admit that Rothman participated in the April 2017 songwriting and recording session. Except as expressly admitted herein, Defendants deny each and every allegation contained therein.

35. Answering Paragraph 35, Defendants admit that Rothman learned of the Raisens’ claims to “Truth Hurts.” Except as expressly admitted herein, Defendants deny each and every allegation contained therein.

36. Answering Paragraph 36, Defendants admit that Rothman has partial ownership in, and lodged meritorious claims to, “Truth Hurts.” Except as expressly admitted herein, Defendants deny each and every allegation contained therein.

37. Answering Paragraph 37, Defendants admit that on October 14, 2019, Rothman made a formal demand claiming that he was one of the writers of “Healthy,” that “Truth Hurts” infringes his copyright to “Healthy,” and demanded five percent of “Truth Hurts” in exchange for relinquishing his claims. Except as expressly admitted herein, Defendants deny each and every allegation contained therein.

38. Answering Paragraph 38, Defendants lack sufficient knowledge or information to form a belief concerning the truth of the factual allegations contained therein and on that basis deny such allegations. Paragraph 38 further contains legal conclusions and argument as to which no response is required.

39. Defendants incorporate by reference their responses in each of the preceding paragraphs as if fully set forth herein.

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40. Answering Paragraph 40, this Paragraph states a legal conclusion as to which no response is required. To the extent a response is required, however, Defendants admit there is a dispute among the parties regarding the song “Truth Hurts,” and the parties’ entitlement to shares in the profits earned connection with the song. Except as expressly admitted herein, Defendants deny each and every allegation contained therein.

41. Answering Paragraph 41, this Paragraph states a legal conclusion as to which no response is required. To the extent a response is required, however, Defendants admit there is a dispute among the parties regarding the song “Truth Hurts.” Except as expressly admitted herein, Defendants deny each and every allegation contained therein.

42. Answering Paragraph 42, this Paragraph states a legal conclusion as to which no response is required. To the extent a response is required, however, Defendants admit there is a dispute among the parties regarding the song “Truth Hurts.” Except as expressly admitted herein, Defendants deny each and every allegation contained therein.

ANSWER TO PRAYER FOR RELIEF

Defendants deny that Plaintiff is entitled to relief against Defendants, and request that the Court dismiss all claims against Defendants with prejudice and order such further relief in favor of Defendants as the Court deems just and proper.

AFFIRMATIVE DEFENSES

Pursuant to Rule 8(c) of the Federal Rules of Civil Procedure, Defendants plead the following separate affirmative defenses. Each defense is asserted as to all claims asserted against Defendants. By setting forth these affirmative defenses, Defendants do not assume the burden of proving any fact, issue or element of a claim where such burden properly belongs to Plaintiff. Defendants reserve the right to assert additional affirmative defenses that discovery indicates are proper.

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

1. As a separate and first affirmative defense to the Complaint, and to the purported causes of action set forth therein, Defendants allege that the Complaint fails to state facts sufficient to constitute a cause of action.

SECOND AFFIRMATIVE DEFENSE

(Duress)

2. As a separate and second affirmative defense to the Complaint and each purported cause of action contained therein, Defendants were subject to duress, menace, fraud, or undue influence by Plaintiff's wrongful threats, and as a result, Plaintiff cannot recover in this matter, or their recovery must be limited.

THIRD AFFIRMATIVE DEFENSE

(Apportionment of Fault)

3. As a separate and third affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that Plaintiff's damages, if any, were caused by the negligence and/or acts or omissions of parties other than the Defendants, whether or not parties to this action. By reason thereof, Plaintiff's damages, if any, as against the Defendants, must be reduced by the proportion of fault attributable to such other parties, and to the extent that this is necessary, Defendants may be entitled to partial indemnity from others on a comparative fault basis.

FOURTH AFFIRMATIVE DEFENSE

(Attorneys' Fees Barred)

4. As a separate and fourth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that Plaintiff's claim for attorneys' fees is barred by the provisions of California Code of Civil Procedure § 1021.

FIFTH AFFIRMATIVE DEFENSE

(Comparative Fault)

5. As a separate and fifth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that Plaintiff's damages, if any, were caused by the primary negligence and/or acquiescence in the acts and omissions alleged in the Complaint by the Plaintiff, and Plaintiff's agents, employees, representatives, relatives, heirs, assigns, attorneys, and/or any others acting on Plaintiff's behalf. By reason thereof, Plaintiff is not entitled to damages or any other relief whatsoever as against Defendants.

SIXTH AFFIRMATIVE DEFENSE

(Consent)

6. As a separate and sixth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that Plaintiff is barred from prosecuting the purported causes of action set forth in the Complaint because Plaintiff, and/or the persons and/or entities acting on her behalf, consented to and acquiesced in the subject conduct.

SEVENTH AFFIRMATIVE DEFENSE

(Failure of Condition)

7. As a separate and seventh affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that by virtue of the acts of the Plaintiff, and/or the persons and/or entities acting on her behalf, Plaintiff is barred from prosecuting the purported causes of action set forth in the Complaint because of a failure of the Plaintiff, and/or the persons and/or entities acting on her behalf, to perform all or any conditions, whether precedent, concurrent and/or subsequent, covenants, and/or promises on their part to be performed as between the parties herein.

EIGHTH AFFIRMATIVE DEFENSE**(Failure to Mitigate)**

8. As a separate and eighth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that Plaintiff's claims, if any, are barred for her failure, and/or the failure of the persons and/or entities acting on her behalf, to mitigate any purported damages.

NINTH AFFIRMATIVE DEFENSE**(Fraud)**

9. As a ninth separate and affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that negligent and/or intentional misrepresentations were made by Plaintiff, and/or the persons and/or entities acting on her behalf, to Defendants such that Defendants were induced to enter into an agreement with Plaintiff, which Defendants would not have done absent such misrepresentations.

TENTH AFFIRMATIVE DEFENSE**(Intervening and Superseding Cause)**

10. As a separate and tenth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that if Plaintiff suffered or sustained any loss, damage or injury as alleged in the Complaint, such loss, damage or injury was legally caused or contributed to by the negligence or wrongful conduct of other parties, persons or entities, and that their negligence or wrongful conduct was an intervening and superseding cause of the loss, damage or injury of which Plaintiff complains.

ELEVENTH AFFIRMATIVE DEFENSE

(Justification/Excuse)

11. As a separate and eleventh affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that by virtue of the acts of the Plaintiff, and/or the persons and/or entities acting on her behalf, Plaintiff is barred from prosecuting the purported causes of action set forth in the Complaint because the acts and/or omissions alleged in the Complaint were justified and/or excused.

TWELFTH AFFIRMATIVE DEFENSE

(Laches)

12. As a separate and twelfth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that Plaintiff is barred in whole or in part from prosecuting the purported causes of action set forth in the Complaint by the doctrine of laches.

THIRTEENTH AFFIRMATIVE DEFENSE

(Mistake or Inadvertence)

13. As a thirteenth separate and affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that Plaintiff is barred from recovering on the claims in its Complaint on the grounds of mistake or inadvertence.

FOURTEENTH AFFIRMATIVE DEFENSE

(No Injury or Damage)

14. As a separate and fourteenth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that Plaintiff has not been injured or damaged as a proximate result of any act or omission for which Defendants are responsible.

FIFTEENTH AFFIRMATIVE DEFENSE

(Offset)

15. As a separate and fifteenth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that by virtue of the acts of the Plaintiff and/or the persons and/or the entities acting on Plaintiff's behalf, the Defendants have been damaged in an amount equal to or greater than the amount of damages, if any, to which Plaintiff might be entitled. As a result, the Defendants are entitled to an offset against any sums found owing to the Defendants from Plaintiff.

SIXTEENTH AFFIRMATIVE DEFENSE

(Ongoing Investigation)

16. As a separate and sixteenth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that they have not yet completed a thorough investigation or study or completed the discovery of all the facts and circumstances of the subject matter of the Complaint and, accordingly, reserve the right to amend, modify, revise or supplement their answer and to plead such other defenses and take such other further actions as they may deem proper and necessary in their defense upon completion of said investigation and/or study.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Proximate Cause – Plaintiff)

17. As a separate and seventeenth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that the injuries and damages alleged in the Complaint by Plaintiff occurred, were proximately caused by and/or were contributed to by Plaintiff's own acts or failures to act and that Plaintiff's recovery, if any, should be reduced by an amount proportionate to the amount by which said acts caused or contributed to said alleged injury or damages.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Unclean Hands)

18. As a separate and eighteenth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that Plaintiff is barred in whole or in part from prosecuting the purported causes of action set forth in the Complaint by the doctrine of unclean hands.

NINETEENTH AFFIRMATIVE DEFENSE

(Waiver and Estoppel)

19. As a separate and nineteenth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that Plaintiff, through her own acts or omissions, has waived any right which she may have had to recover, and/or is estopped from recovering, any relief sought against Defendants.

TWENTIETH AFFIRMATIVE DEFENSE

(Additional Affirmative Defenses)

20. Defendants have insufficient knowledge or information upon which to form a belief as to whether they may have additional yet unstated affirmative defenses. Defendants give notice that they intend to rely upon such other and further defenses as may become available or apparent during pretrial proceedings in this action and hereby reserve their right to amend this Answer and to assert any such additional defenses.

WHEREFORE, Defendants pray for relief as follows:

1. That the Complaint be dismissed, with prejudice and in its entirety;
2. That Plaintiff take nothing by reason of this Complaint and that judgment be entered against Plaintiff and in favor of Defendants;
3. That Defendants be awarded their attorneys' fees and costs incurred in defending this action;
4. That Defendants be granted such other and further relief as the Court may deem just and proper.

COUNTERCLAIMS

Defendants and Counterclaimants Justin Raisen, Jeremiah Raisen, Justin “Yves” Rothman, and Heavy Duty LLC (collectively, “Counterclaimants”) hereby counterclaim against Plaintiff and Counterclaim Defendants Melissa Jefferson p/k/a Lizzo (“Lizzo”), Eric Frederic p/k/a Ricky Reed (“Ricky Reed”), Jesse St. John Geller (“Saint John”), Steven Cheung p/k/a Tele (“Tele”), and ROES 1-10 (collectively, “Counterdefendants”) as follows:

INTRODUCTION

This case concerns Lizzo’s bad faith, unprincipled attempt to deny songwriting and producer credits and royalties to Counterclaimants Justin Raisen, Jeremiah Raisen, and Yves Rothman on the hit song “Truth Hurts” (sometimes referred to herein as the “Song”). The Song, originally released on September 19, 2017, became a viral hit in 2019 after gaining popularity on the TikTok video-sharing app and being featured in the 2019 Netflix film *Someone Great*. The Song was included as a bonus track on the “Deluxe” version of Lizzo’s album *Cuz I Love You* and reached Number One on *Billboard’s* Hot 100 list, becoming Lizzo’s first song to do so, and where it stayed for six consecutive weeks. The Song has achieved more than 518 million streams on Spotify alone, and its music video has amassed more than 186 million views on YouTube, leading to three Grammy Award nominations, including Record of the Year and Song of the Year. Ironically, “Truth Hurts” won Lizzo the Grammy Award for Best Pop Solo Performance. As alleged herein, the Song was anything but Lizzo’s “solo performance,” and Lizzo would never have collected her Grammy Award but for the songwriting and producing contributions of Counterclaimants.

THE PARTIES

1. Justin Raisen (“Justin”) is a producer, songwriter, and musician. Justin is a resident of Los Angeles County, California.

- 1 2. Jeremiah Raisen (“Jeremiah”) is a producer, songwriter, and musician.
- 2 Jeremiah is a resident of Los Angeles County, California.

3 3. Justin “Yves” Rothman (“Yves”) is a producer, songwriter, and
4 musician. Yves is a resident of Los Angeles County, California.

4. Heavy Duty LLC is a Delaware limited liability company with its principal place of business in Los Angeles County, California. Heavy Duty LLC is a music publishing and production company and has entered into co-publishing agreements with Justin and Jeremiah.

5. Lizzo is an actress and musical artist. On information and belief, Lizzo is a resident of Los Angeles County, California. Lizzo is currently listed as a songwriter for the song “Truth Hurts.”

6. Ricky Reed is a producer, songwriter, and musician. On information and belief, Reed is a resident of Los Angeles County, California. Reed is currently listed as a songwriter and producer for the song “Truth Hurts.”

15 7. Saint John is a songwriter and singer. On information and belief, Saint
16 John is a resident of Los Angeles County, California. Saint John is currently listed as
17 a songwriter for the song “Truth Hurts.”

8. Tele is a songwriter and producer. On information and belief, Tele is a resident of Los Angeles County, California. Tele is currently listed as a songwriter and producer for the song “Truth Hurts.”

21 9. The true names and capacities, whether individual, corporate, or
22 otherwise, of ROES 1 through 10, are currently unknown, and they are therefore
23 sued under fictitious names.

24 JURISDICTION AND VENUE

10. This action arises under the federal copyright laws of the United States,
17 U.S.C. §§ 101, *et seq.*

11. In addition, this Court has subject matter jurisdiction over the counterclaims herein pursuant to 28 U.S.C. § 1367 in that the counterclaims form

1 part of the same case or controversy as Lizzo’s federal claim for relief under 28
2 U.S.C. § 2201, *et seq.* and under 17 U.S.C. §§ 101, *et seq.*

3 12. This Court also subject matter jurisdiction over the counterclaims
4 herein pursuant to 28 U.S.C. §§ 1331 and 1338 and the Declaratory Judgment Act,
5 18 U.S.C. § 2201.

6 13. This Court has personal jurisdiction over Counterdefendants because
7 Counterdefendants are domiciled in California.

8 14. Venue in this District is proper under 28 U.S.C. § 1391(b)(1) and (2)
9 and pursuant to 28 U.S.C. § 1400(a), because Counterdefendants and their agents
10 reside in, or may be found in, this District.

11 **ALLEGATIONS COMMON TO ALL CLAIMS**

12 **The Lead Up to “Healthy”**

13 15. Justin Raisen is a highly sought-after record producer and songwriter,
14 who often provides these services to musical artists out of his Los Angeles home
15 recording studio.

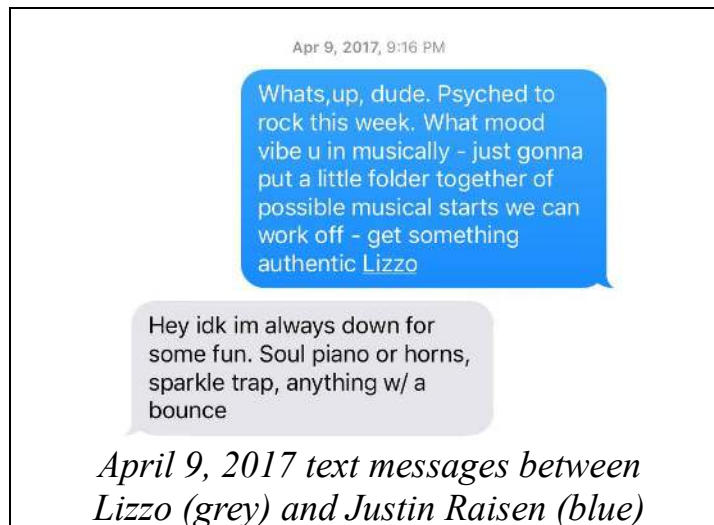
16 16. In 2016, Justin was approached several times about working with the
17 then-up-and-coming artist Lizzo, who was signed to her music producer Ricky
18 Reeds’ (“Reed”) Nice Life Recording Company (“Nice Life”).

19 17. In or around January 2017, Justin and Lizzo spoke on the phone and
20 agreed that Lizzo would come to Justin’s studio for a writing and recording session
21 with Justin and his brother and fellow producer and songwriter, Jeremiah.

22 18. Justin’s wife and co-manager, Ashlee Gardner (“Ashlee”), handled the
23 logistics of the session. When Bradley Haering (“Haering”) of Nice Life asked that
24 “another topliner” songwriter and producer be added to the session’s roster at
25 Lizzo’s request, Ashlee added Yves Rothman. Later, songwriter Jesse Saint John
26 (“Saint John”) was also added.

27 19. The purpose and intent of the session was for Lizzo, the Raisens, Yves,
28 and Saint John to collaborate in creating new songs featuring Lizzo.

20. In preparation for the session, Justin and Lizzo messaged about the type of sound and feel Lizzo was looking for:



21. Prior to the session, and before Lizzo arrived at Justin's home recording studio, the Raisens and Rothman created several instrumental tracks in preparation, including one they titled "magneticmove."

The Creation of "Healthy"

22. On April 11, 2017, Lizzo arrived at Justin's home studio for the session with Justin, Jeremiah, Yves, and Saint John. Accompanying Lizzo were her brother, Mikey, and her sister, Vanessa. Several other persons were also present at various times during the five-hour session. Neither Lizzo nor Saint John brought any preexisting music or lyrics to the session. Upon Lizzo's arrival, Justin played for Lizzo the instrumental tracks the Raisens and Rothman had created in preparation for the session, and Lizzo chose to work off of the track "magneticmove." As the group brainstormed ideas for lyrics, Jeremiah suggested calling the song "Healthy," and that the song's lyrics should relate to health, sobriety, and wellness.

23. While the group (Justin, Jeremiah, Yves, Saint John, and Lizzo) were collaborating on the lyrics and searching the internet for inspiration, Saint John showed the group an internet meme that read, "I did a DNA test and found out I'm 100% that bitch." Jeremiah enthusiastically suggested they add this line to the song. As the now-iconic "100%" line and other lyrics emerged through the collaboration

of Justin, Jeremiah, Yves, Saint John, and Lizzo, the original “magnetic move” instrumental was altered by Justin and Yves to fit the structure, melody, and cadence of the developing song. Specifically, Justin was responsible for the overall creation and production of the music, and Rothman contributed heavily to the drum grooves/programming and melodic keyboard/synth parts of “Healthy.”

24. The second verse of “Healthy” included the “100%” lyric, and in completed form read: “I just did a DNA test turns out I’m a hundred percent that bitch, even when I’m holistic / gotta keep it realistic / I could be, guest-listed / but I’d rather be home, get rest, not twisted.”

25. At the end of the five-hour session, Justin, Jeremiah, Yves, Saint John, and Lizzo had each contributed inseparable and interdependent non-trivial amounts of creative, original, and intellectual expression to create “Healthy” and a second song “Gorgeous,” with the intent that their creative contributions be combined.

26. Regarding “Healthy,” Lizzo told Justin Raisen during the recording session that “me and Ricky [Reed] have been trying to do something like this for a while.”

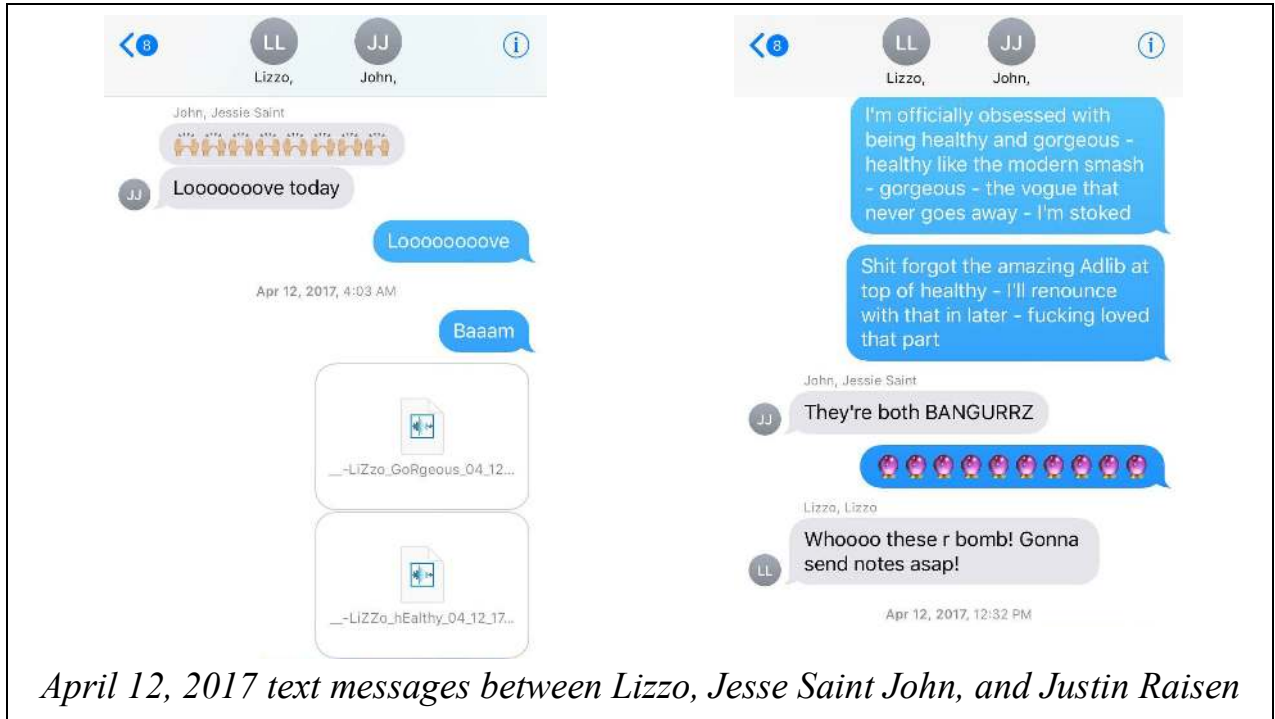


Lizzo, Jesse Saint John, Justin Raisen, and Yves Rothman at April 11, 2017 session



Jesse Saint John, Lizzo, Ashlee Gardner, and Yves Rothman at April 11, 2017 session

27. Justin stayed up all night and into the early morning of the following day cleaning up the tracks and, on April 12, 2017, Justin and Ashlee sent recordings of “Healthy” and “Gorgeous” to the group, including Lizzo, Saint John, and Brad Haering of Nice Life. Everyone loved “Healthy”:



On Apr 12, 2017, at 8:01 AM, Bradley Haering [REDACTED] wrote:

oh wow i really dig healthy! gonna catch up with lizzo today or tomorrow morning and ill come back!

glad it went so well. thanks for helping me set it up!

-- Bradley Haering // Nice Life Recording Company

April 12, 2017 email from Bradley Haering to Ashlee Gardner

28. After closely listening to “Healthy,” Lizzo’s producer Reed suggested changing some of the lyrics to the chorus. To that end, Reed asked Haering to schedule a time for Lizzo to return to Justin’s studio and asked if Justin was open to the idea of changing the lyrics. Haering carried out Reed’s request:

From: **Bradley Haering** [REDACTED]
 Date: Thu, Apr 13, 2017 at 5:08 PM
 Subject: Re: Lizzo session
 To: **Ashlee Gardner** [REDACTED]

Ok, idea!

In "Healthy", flipping "sexy" and "healthy" in the hook. So that's it's "But I'm healthy, best believe, now that's sexy to me" and "if you're healthy, and you're free, then you're sexy to me."

Let me know what Justin thinks? Maybe we can find an hour or so for Lizzo to come over to re-cut?

April 13, 2017 email between Bradley Haering and Ashlee Gardner

29. The second session took place on April 17, 2017, at Justin's home studio, attended by Justin, Jeremiah, Lizzo, and Lizzo's sister. Justin sent a revised version of "Healthy" to Saint John and Lizzo, who, on information and belief, subsequently shared it with Haering and Reed.



April 17, 2017 session at Justin Raisen's home studio

**Lizzo and Reed Copy Significant Expression From “Healthy”
to Make “Truth Hurts”**

30. Following the April 11 and 17, 2017 songwriting and recording sessions, the Raisens communicated with Lizzo’s management about “Healthy” and “Gorgeous” being included on Lizzo’s upcoming EP. On May 2, 2017, Ashlee reached out to Haering for an update, writing that the “[s]ongs are great, people who are hearing them are really liking. Does she want them?” Haering of Nice Life responded that “Healthy” still had “a shot” of making the EP:

From: Bradley Haering [REDACTED]
Date: May 2, 2017 at 1:00:57 PM PDT
To: Ashlee Gardner [REDACTED]
Subject: Re: **Lizzo**

Hey Ashlee!

She's in with Ricky next week to wrap up their songs, we'll know more then. I have a feeling "Gorgeous" isn't going to make the cut, so that could be something for your pitch catalog.

"Healthy" might have a shot, so will come back on that, as well!

We're setting up the next to song releases now, and will decide the EP plan once those start moving.

Will update better when I can, thanks for being patient. :)

May 2, 2017 email from Bradley Haering to Ashlee Gardner

31. Notwithstanding Haering’s email, the Counterclaimants did not hear from Lizzo’s team again about “Healthy” until August 2017.

32. On information and belief, in or about June 2017, Lizzo and Reed copied substantial, significant original creative expression from “Healthy” to create “Truth Hurts.” On February 9, 2018, Lizzo tweeted that “Truth Hurts was written in June fyi—someone made a meme on IG that said, ‘I’m 100% that bitch’ and we were inspired.” Lizzo’s tweet was flat-out false. In reality, Lizzo was first shown the “100%” meme at the April 11, 2017 session with Counterclaimants, where they incorporated the “100%” line into “Healthy.”

33. On August 17, 2017, Counterclaimants again reached out to Lizzo’s team to ask about the status of “Healthy.” The Raisens’ co-manager, Ross Donadio

1 (“Ross”), was told that there were no plans to release “Healthy,” and conveyed this to
2 Counterclaimants:

3 From: Ross Donadio [REDACTED]
4 Date: Sat, Aug 19, 2017 at 7:50 AM
5 Subject: Lizzo update
6 To: Justin Raisen [REDACTED] Ashlee Gardner [REDACTED]

7 Spoke to label and management and “Healthy” is not going to be used at the moment.
8 Kinda shocked as it seemed like a no brainer to me...but onwards and upwards.

9 *August 19, 2017 email from Ross Donadio to Justin Raisen and Ashlee Gardner*

10 34. One month later, on September 19, 2017, Lizzo released “Truth Hurts,”
11 crediting herself, Reed, Tele, and Saint John as writers, and Reed and Tele as
12 producers, but not crediting Counterclaimants at all. On information and belief,
13 Saint John’s only participation in the creation of “Truth Hurts” was at the April 11,
14 2017 songwriting and recording session during which he collaborated with
15 Counterclaimants and Lizzo.

16 35. Nevertheless, Lizzo tweeted thanks to Saint John “for inspiring v1 from
17 a whole otha song we wrote! I JUST TOOK A DNA TEST // IM 100% DAT BITCH
18 is the best gift ever”:

19 TY @jessesaintjohn for inspiring v1
20 from a whole otha song we wrote! I
21 JUST TOOK A DNA TEST//IM 100%
22 DAT BITCH is the best gift ever 🙌

23 #STREAMTRUTHHURTS 🗨 @lizzo · 9/19/17

24 *September 19, 2017 Tweet by Lizzo*

36. On information and belief, the “whole otha song” Lizzo referenced in her Tweet is “Healthy.”

The Raisens Assert Claims to “Truth Hurts”

37. After the September 19, 2017 release of “Truth Hurts,” Justin Raisen received congratulations from people who had heard “Healthy” and thought that “Truth Hurts” was the final product from that song. Justin listened to “Truth Hurts” and was struck by the substantial similarities between it and “Healthy.” He sent his co-manager Ross an email listing some of the similarities and evidence that “Truth Hurts” was derived and copied from “Healthy.” On September 28, 2017, Ross reached out to Lizzo’s management and label about the Raisens’ lack of credit on “Truth Hurts”:

To: Bradley Haering [REDACTED]
Cc: Rosie Sherman [REDACTED] Cori Ershowsky [REDACTED] Alana Balden [REDACTED]
From: Ross Donadio
Sent: Fri 9/29/2017 9:44:26 PM
Importance: Normal
Subject: Re: Lizzo “Healthy”

Hi Brad! Thanks for the intro.
Yes it's the line and also some of the chord progressions, melody in the verse part, and rhythmic cadence from ³Healthy² demo.
Justin also mentioned Jesse Saint John was credited as a writer on this. Why were Justin and Jeremiah not?

Hi Alana - Great to be in touch!

Best regards,
Ross

From: Bradley Haering [REDACTED]
Date: Thursday, September 28, 2017 at 1:32 PM
To: Ross Donadio [REDACTED]
Cc: Rosie Sherman [REDACTED] Cori Ershowsky [REDACTED] Alana Balden [REDACTED]
Subject: Re: Lizzo “Healthy”

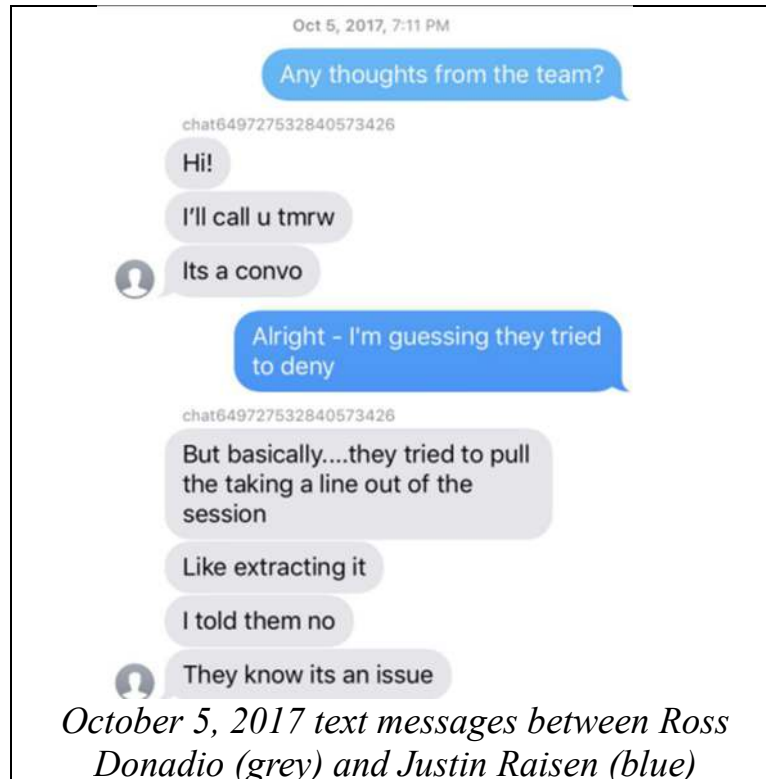
Hey Ross,
Looping in Alana from Lizzo’s management to help out here.

I believe it's only the ³I just took a DNA test turns out I'm 100% that bitch² line, correct?

— Bradley Haering // Nice Life Recording Company

September 28 and 29, 2017 emails between Ross Donadio, Bradley Haering, Rosie Sherman, Cori Ershowsky, and Alana Balden

38. Lizzo's team ignored Ross until he sent a follow-up email on October 3, 2017. On October 5, 2017, Ross spoke with Alana Balden, Brandon Creed, and Kevin Beisler from Lizzo's team and then sent them Justin's notes regarding the similarities between the songs. Ross summarized the call to Justin as follows:



39. In October 2017, the Raisens' team registered Justin and Jeremiah as co-writers on "Truth Hurts" with ASCAP.

40. For months thereafter, Ross tried to peacefully resolve the authorship/credit/royalty issue with Lizzo's team. However, Lizzo's representatives refused to acknowledge the Raisens' participation, forcing the Raisens' music publisher, Heavy Duty, to officially put "Truth Hurts" in dispute on January 22, 2018, thereby allowing ASCAP to hold royalties attributable to the Raisens' disputed portion of "Truth Hurts" for as long as ASCAP deemed appropriate.

41. For the next year, the Raisens' representatives continued to try to reach an agreement with Lizzo's team regarding the claims, but were shut out or ignored.

42. In March 2019, Lizzo reached out to Justin, asking to speak with him. On March 26, 2019, Lizzo and Justin spoke on the phone.

43. During the March 26, 2019 phone call, Lizzo admitted to Justin that elements of “Truth Hurts” never would have been created without “Healthy,” and admitted that Reed suggested to her that they take elements from “Healthy” for “Truth Hurts,” including the “100%” lyric and melody.

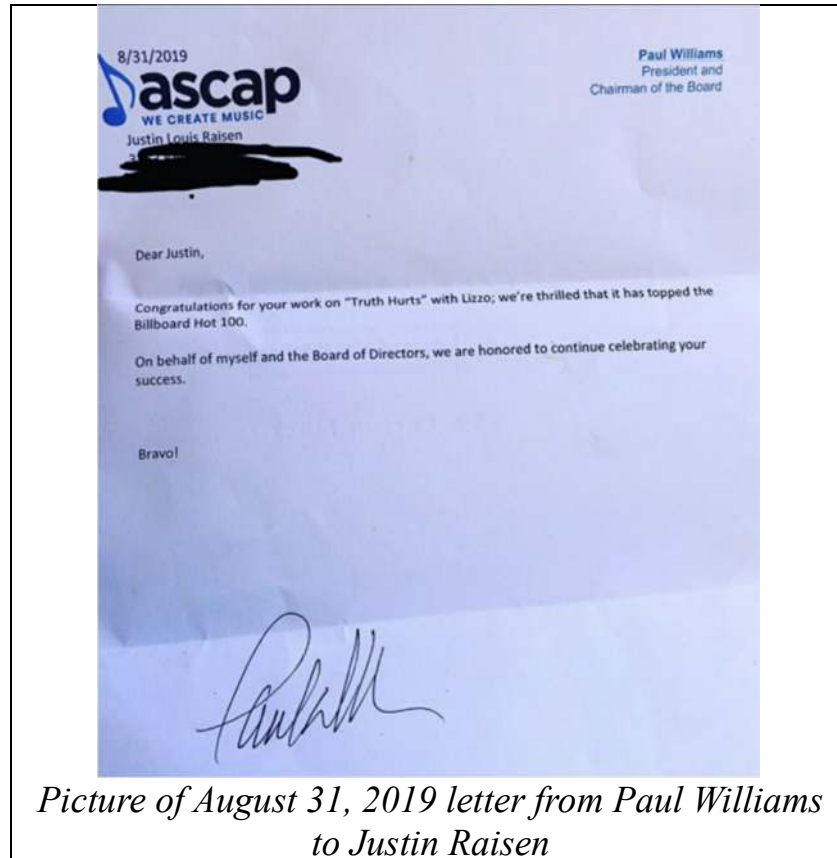
44. However, Lizzo also told Justin that she did not want to share any percentage of “Truth Hurts” with the Raisens. In fact, Lizzo used the call as an opportunity to intimidate Justin into stalling his efforts to pursue the Raisens’ claims. Lizzo warned Justin to be wary of continuing to seek a percentage of “Truth Hurts,” because, “you know...I’m not trying to have problems with you if you know what I’m saying...like I could be in a room with someone tomorrow that knows you...you know what I’m saying?”

45. On information and belief, Lizzo reached out to Justin after she had already entered into license agreements for the use of “Truth Hurts” in the upcoming Netflix film *Someone Great*, which would be released on April 19, 2019, less than a month after their phone call. Lizzo also knew at the time of the call that “Truth Hurts” would be included on the “Deluxe” version of her album *Cuz I love You*, which would be released on May 3, 2019. Lizzo failed to disclose either the film license or the upcoming Deluxe album to Justin during the call. The March 26, 2019 call between Lizzo and Justin did not resolve their dispute, and they have not spoken since.

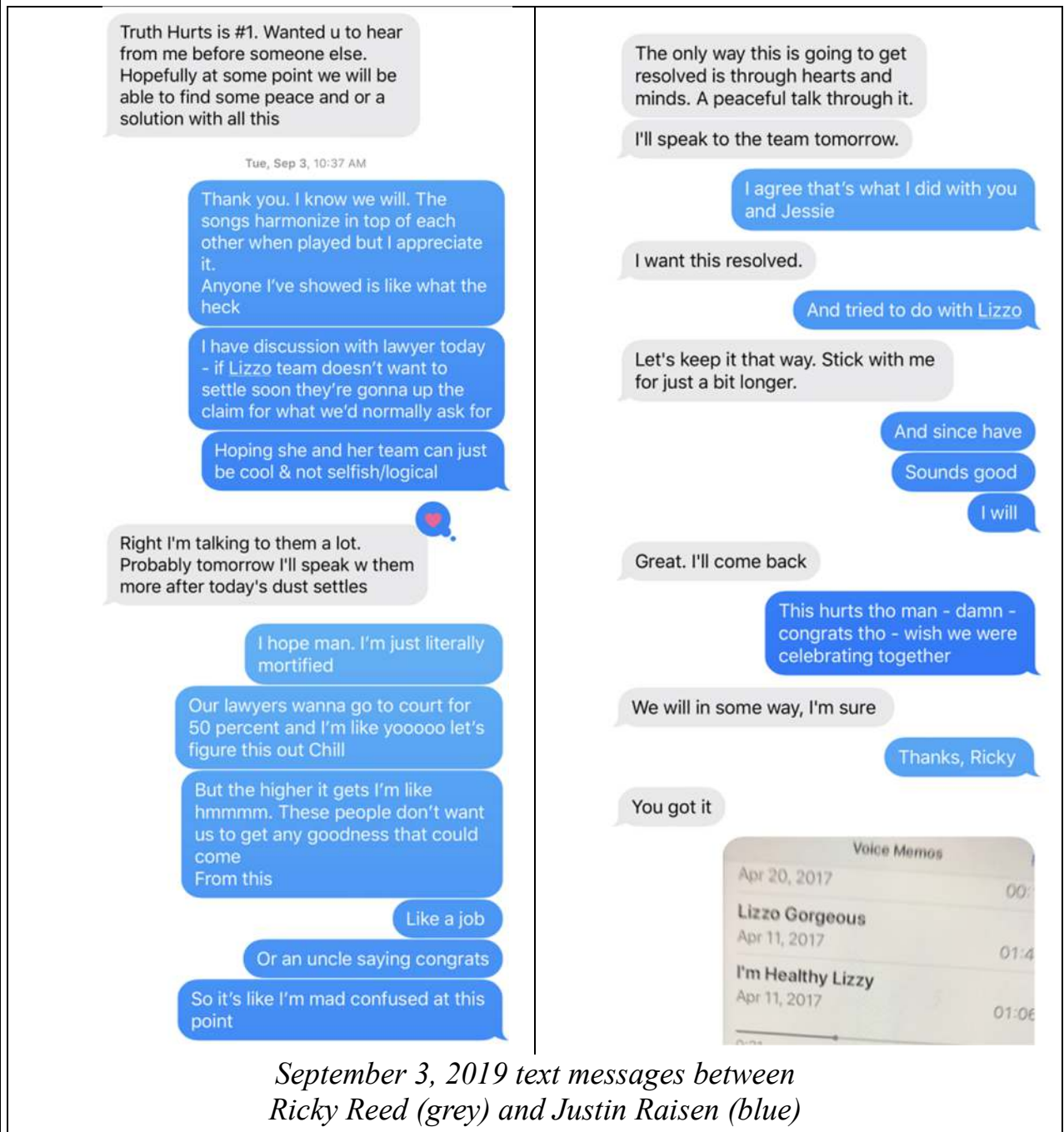
46. In August 2019, Heavy Duty obtained a musicology report comparing “Healthy” and “Truth Hurts” which concluded that the “duplication of these distinctive elements in *Truth* makes it difficult to argue that these similarities are the result of coincidence or that *Truth* was independently created and did not copy these elements from *Healthy*. After considering all of these similarities it is readily apparent that *Truth* contains some strikingly similar lyric and musical elements to

those in *Healthy*. Therefore, one may conclude that *Truth Hurts* would not exist in its present form without the existence of and the borrowing from *Healthy*.”

47. On August 31, 2019, Justin and Jeremiah Raisen received personal letters from Paul Williams, President and Chairman of the Board of ASCAP, congratulating them on their work on “Truth Hurts”:



48. On September 3, 2019, Reed texted Justin that “Truth Hurts” reached the top of the *Billboard* Hot 100 chart, that he did not want Justin to hear this first from someone else, that he wanted the dispute regarding the Raisens’ claims to “Truth Hurts” to be “resolved,” and that Justin should continue to work with Reed to find a solution:



49. Notwithstanding Counterclaimants' efforts to amicably resolve the dispute, on October 23, 2019, Lizzo filed her Complaint against Counterclaimants.

Rothman's Claim to "Truth Hurts"

50. On or about September 2019, the Raisens shared the August 2019 musicology report with Rothman. On or about October 14, 2019, Rothman placed "Truth Hurts" in dispute for a share of authorship, credit, and royalties.

1 51. Rothman has steadfastly maintained his claim ever since.

2 52. On December 3, 2019, Kobalt Music Publishing America, Inc. applied,
3 on behalf of the Raisens and Rothman, for Copyright certification of “Healthy,”
4 listing Lizzo, Saint John, the Raisens, and Rothman as joint authors, eventually
5 receiving registration number PAu004005173.

6 **“Truth Hurts” Was Derived and Copied From “Healthy”**

7 53. At the time “Truth Hurts” was purportedly written by Reed and Lizzo
8 in June 2017, both Reed and Lizzo had full and complete access to recordings of
9 “Healthy,” which had been sent to Lizzo in April 2017.

10 54. “Truth Hurts” is substantially similar to “Healthy” both by objective
11 musicological elements, and in its total concept and feel, and evidences the
12 conscious copying of “Healthy” in the creation of “Truth Hurts.” The similarities
13 between “Healthy” and “Truth Hurts” include, but are not limited to, the following:

14 (a) Both songs have identical structures:

15 8 measures “Intro”
16 16 measures “Verse 1”
17 16 measures “Chorus 1”
18 16 measures “Verse 2”
19 16 measures “Chorus 2”
20 16 measures “Bridge”
21 16 measures “Chorus 3”
22 “Outro”

23 Because of their identical structures, if the “Truth Hurts” vocals are
24 played over the music to “Healthy,” every musical drop and change matches up
25 perfectly when played in the same key.

26 (b) On both songs, Lizzo “vamps” in the beginning, pre-setting up the
27 songs’ melodies, lyrics, and cadences.

28 (c) Both songs utilize a piano-sound for the main underlying
instrumental theme.

(d) The second verse of “Healthy” begins with the lyric:

I just did a DNA test
turns out I'm a hundred percent that bitch
even when I'm holistic

The first verse of "Truth Hurts" begins with the lyric:

I just took a DNA test
turns out I'm a hundred percent that bitch
even when I'm crying crazy

(e) In "Healthy," the melody of the lyric, "percent that bitch," is accomplished by a distinctive series of repeating quarter note intervals of a major sixth: (depicted below in the key of C Major) from E down to G natural, back up to E, down to G, and back up to E. This melody repeats itself in "Healthy" in the very next line for the lyric "be home get rest, not." This distinctive melody was created collaboratively among the participants at the April 11, 2017 session at Justin Raisen's studio.

The image displays two musical staves in 4/4 time, both in the key of C Major. The top staff is for the song "Healthy" and the bottom staff is for "Truth Hurts". Both staves show a melody of quarter notes. Above the notes, chords are indicated: C, Am, and G. A bracket labeled "Phrase 1" spans the first four measures of each staff. A bracket labeled "BAR 4" spans the eighth measure of each staff. The lyrics are written below the notes. In "Healthy", the lyrics are "I just did a D-N-A test turns out I'm a hun-dred per - cent that bitch, ev - en when I'm". In "Truth Hurts", the lyrics are "I just took a D-N-A test turns out I'm a hun-dred per - cent that bitch, ev - en when I'm". The melody in "Healthy" is E D C D E D E E E E E D E E E E G E G E E E D. The melody in "Truth Hurts" is E D C D E E E E E E G E E E E E G E G E D E D. The notes E, D, C, D, E, D, E, E, E, E, E, D, E, E, E, E, G, E, G, E, E, E, D are all quarter notes.

In "Truth Hurts," this distinctive use of the major sixth is identical for the copied vocal ("percent that bitch") as shown above (for comparison purposes both songs are transcribed in the key of C Major). Additionally, the distinctive use of the major sixth in "Healthy" became a repeating, dominant musical theme of "Truth Hurts":

1
2
3
4
5
6
7
8

Truth Hurts (in E Major) Repetition of Major Sixth

be great? turns out per - cent that bitch
 my face. Vik - ings. cit - ing.
 lon chair. my hair. light - ing.

9
10 The copying of this distinctive musical phrase is a “fingerprint” that
 11 proves that “Truth Hurts” was derived (and substantially copied) from “Healthy.”

12 (f) Both songs “break down” to a capella vocals in the bridge.
 13 “Healthy” breaks down to vocals and drums in the bridge after 4 measures (1:53),
 14 while “Truth Hurts” immediately breaks down to only vocals in the bridge (1:50)
 15 and later adds drums (1:54).

16 (g) The lead vocals in the bridge of both songs follow almost the exact
 17 same rhythm. Every note in the first and third measures of both songs line up. The
 18 melody utilized in the bridge of both songs is also musicologically similar, in that
 19 they have a similar melodic shape.

20
21
22
23
24
25
26

Healthy Bridge Melody

Truth Hurts Bridge Melody

55. A comparison of the total concept and feel, and the objective protectable musical elements of “Healthy” and “Truth Hurts,” shows that the songs share a substantial similarity of musical ideas and expression. Indeed, an ordinary observer can easily determine that “Healthy” and “Truth Hurts” have the same musical feel, and sound the same in their compositional and other musical elements.

FIRST COUNTERCLAIM

(Declaratory Relief re: “Healthy” Against Lizzo and Saint John)

56. Counterclaimants incorporate by reference the allegations in each of the preceding paragraphs as if fully set forth herein.

57. There exists a real and actual controversy between Counterclaimants and Lizzo regarding whether Counterclaimants are joint authors and co-owners of the musical composition “Healthy,” including the copyright therein, along with Lizzo and Saint John.

58. Counterclaimants contend that they are joint authors and co-owners of the musical composition “Healthy,” including the copyright therein, which was written and recorded in Justin Raisen’s home studio on April 11 and 17, 2017 by Counterclaimants, Lizzo, and Saint John.

59. Counterclaimants further contend that they have not waived their rights to “Healthy,” and are not estopped or otherwise prevented from asserting their rights to “Healthy,” and any derivative works created from it.

60. Counterclaimants further contend that they possess valid and registered copyrights with the United States Copyright Office to “Healthy.”

61. Upon information and belief, Lizzo disputes the above contentions.

62. The controversy between Counterclaimants and Lizzo is real and substantial and demands specific relief through a decree of conclusive character.

SECOND COUNTERCLAIM**(Declaratory Relief re: “Truth Hurts” Against All Counterdefendants)**

63. Counterclaimants incorporate by reference the allegations in each of the preceding paragraphs as if fully set forth herein.

64. There exists a real and actual controversy between Counterclaimants and Counterdefendants regarding whether Counterclaimants are joint authors and co-owners of the musical composition “Truth Hurts,” including the copyright therein, and are entitled to royalties and profits earned from the exploitation of “Truth Hurts.”

65. Counterclaimants contend that “Truth Hurts” was substantially copied from “Healthy,” as demonstrated by the substantial similarity between the songs as to objective musicological elements and in their total concept and feel.

66. In the alternative, Counterclaimants contend that “Truth Hurts” is a derivative work of “Healthy” and that Counterclaimants are entitled to share in the license fees imputed from the license Lizzo impliedly granted to herself and the other Counterdefendants to create said derivative work, including but not limited to royalties and profits from the exploitation of “Truth Hurts.”

67. Counterclaimants further contend that they have not waived any of their rights with respect to their joint authorship and/or joint ownership of “Truth Hurts,” and/or their right to share in the license fee imputed from the license Lizzo impliedly granted to herself and the other Counterdefendants to create said derivative work, including but not limited to royalties and profits from the exploitation of “Truth Hurts,” and are not estopped or otherwise prevented from asserting any of their rights to “Truth Hurts.”

68. Upon information and belief, Counterdefendants dispute the above contentions.

69. The controversy between Counterclaimants and Counterdefendants is real and substantial and demands specific relief through a decree of conclusive character.

THIRD COUNTERCLAIM

(Further Relief Under 28 U.S.C. § 2202 Against All Counterdefendants)

70. Counterclaimants incorporate by reference the allegations in each of the preceding paragraphs as if fully set forth herein.

71. In the event that the Court grants all or part of the declaratory relief requested by Counterclaimants in the First Counterclaim and/or Second Counterclaim, Counterclaimants hereby request further relief against Counterdefendants in accordance with 28 U.S.C. § 2202.

FOURTH COUNTERCLAIM

(Accounting Against All Counterdefendants)

72. Counterclaimants incorporate by reference the allegations in each of the preceding paragraphs as if fully set forth herein.

73. Counterclaimants, as joint authors and co-owners of the copyright of the composition of “Healthy,” are entitled to their pro rata share of the profits that Lizzo and Saint John have enjoyed from their use of “Healthy,” including Lizzo’s unilateral granting of licenses to use “Healthy.”

74. Counterclaimants are further entitled to their pro rata share of the profits that Lizzo and Saint John enjoyed from “Truth Hurts,” which was derived and copied from “Healthy,” or was created as a result of Lizzo unilaterally granting a license to use “Healthy.”

75. By commercially exploiting both “Healthy” and “Truth Hurts” without accounting to Counterclaimants for profits, Counterdefendants wrongfully deprived Counterclaimants of their rightful share of income therefrom.

76. Counterdefendants are in sole control of the books and records needed to ascertain the amounts due to Counterclaimants pursuant to their special

1 relationship as joint authors and co-owners of the composition of “Healthy” and/or
2 “Truth Hurts.” Counterclaimants have no means whatsoever by which they could
3 assemble the information necessary to calculate what is owed to them by
4 Counterdefendants.

5 77. Counterclaimants are entitled to an order of this court directing
6 Counterdefendants to render a complete and honest accounting of all revenues
7 derived from the exploitation of “Truth Hurts” and all sums due to Counterclaimants
8 and to pay Counterclaimants the sums shown due by such accounting.

9 **FIFTH COUNTERCLAIM**

10 **(Constructive Trust Against Lizzo)**

11 78. Counterclaimants incorporate by reference the allegations in each of the
12 preceding paragraphs as if fully set forth herein.

13 79. By virtue of the foregoing, any interest Counterclaimants have in
14 “Healthy” and “Truth Hurts,” and any and all profits received by Lizzo from her
15 commercial exploitation of “Healthy” and “Truth Hurts,” are the property of
16 Counterclaimants and Lizzo in equal shares.

17 80. Lizzo has wrongfully deprived Counterclaimants of their share of the
18 profits that she has enjoyed from the commercial exploitation of “Healthy” and
19 “Truth Hurts.”

20 81. By virtue of Lizzo’s acts, Lizzo holds the profits derived from the
21 exploitation of “Healthy” and “Truth Hurts” as constructive trustee for the benefit of
22 Counterclaimants and Lizzo.

23 82. Counterclaimants are entitled to immediate possession of their pro rata
24 share of the profits held by Lizzo as constructive trustee.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Counterclaimants pray for relief as follows:

- 27 1. That Lizzo’s Complaint be dismissed, with prejudice and in its entirety;
- 28 2. That Lizzo take nothing by reason of her Complaint and that judgment

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1 be entered against Lizzo and in favor of Counterclaimants;

2 3. That the Court declare that Counterclaimants are joint authors and have
 3 an ownership interest in “Healthy”;

4 4. That the Court declare the respective ownership interests of
 5 Counterclaimants in “Healthy” in percentages to be proven at trial;

6 5. That the Court declare that Counterclaimants are joint authors and
 7 co-owners of “Truth Hurts”;

8 6. That the Court declare the respective ownership interests of
 9 Counterclaimants in “Truth Hurts,” in percentages to be proven at trial;

10 7. In the alternative, that the Court declare that “Truth Hurts” is a
 11 derivative work of “Healthy” and that Counterclaimants are entitled to share in the
 12 license fees imputed from the license Lizzo granted to herself and the other
 13 Counterdefendants to create said derivative work, including but not limited to
 14 royalties and profits from the exploitation of “Truth Hurts” in amounts to be proven
 15 at trial;

16 8. That the Court order an accounting of all revenues derived from the
 17 exploitation of “Healthy” and “Truth Hurts” by Counterdefendants;

18 9. That the Court impose a constructive trust over the proceeds from the
 19 exploitation of “Truth Hurts” pending the final disposition of this matter;

20 10. That Counterclaimants be awarded their costs and attorney’s fees
 21 incurred in defending this action;

22 11. That Counterclaimants be granted such other and further relief as the
 23 Court may deem just and proper.

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1 DATED: February 28, 2020

KINSELLA WEITZMAN ISER
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By: 

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Attorneys for Defendants and
Counterclaimants Justin Raisen, Jeremiah
Raisen, Justin "Yves" Rothman, and Heavy
Duty LLC

DEMAND FOR JURY TRIAL

Pursuant to the Seventh Amendment of the United States Constitution and Federal Rule of Civil Procedure 38, Defendants and Counterclaimants Justin Raisen, Jeremiah Raisen, Justin “Yves” Rothman, and Heavy Duty LLC, and each of them, hereby demand a trial by jury of all issues so triable.

DATED: February 28, 2020

KINSELLA WEITZMAN ISER
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By: 

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