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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

WESTERN DIVISION

ABKCO MUSIC, INC.; BIG MACHINE MUSIC, LLC; BOOSEY & HAWKES, INC.; CHERIO CORPORATION; CONCORD MUSIC PUBLISHING LLC,; CONCORD MUSIC GROUP, INC.; DOWNTOWN MUSIC PUBLISHING LLC; HIPGNOSIS SFH I LIMITED; HIPGNOSIS SONGS GROUP, LLC; KOBALT MUSIC PUBLISHING AMERICA, INC.; MPL COMMUNICATIONS, INC.; MPL MUSIC PUBLISHING, INC.; PANTHER MUSIC CORP.; PEER INTERNATIONAL CORPORATION; PEERMUSIC LTD.; PEERMUSIC III, LTD.; POLYGRAM PUBLISHING, INC.; RODGERS & HAMMERSTEIN HOLDINGS LLC; PULSE 2.0, LLC; RESERVOIR MEDIA MANAGEMENT, INC.; SONGS OF PEER, LTD.; SONGS OF UNIVERSAL, INC.; SOUTHERN MUSIC PUBLISHING CO., INC.; SPIRIT MUSIC HOLDINGS, INC.; UNIVERSAL MUSIC – MGB NA LLC; UNIVERSAL MUSIC – Z TUNES LLC; UNIVERSAL MUSIC CORP.;

CASE NO.

COMPLAINT FOR DIRECT COPYRIGHT INFRINGEMENT, CONTRIBUTORY COPYRIGHT INFRINGEMENT, AND VICARIOUS COPYRIGHT INFRINGEMENT

DEMAND FOR JURY TRIAL

UNIVERSAL MUSIC PUBLISHING, INC.; UNIVERSAL MUSICA, INC.,

Plaintiffs,

v.

ROBLOX CORPORATION,

Defendant.

Plaintiffs ABKCO Music Inc., Big Machine Music, LLC, Boosey & Hawkes, Inc., Cherio Corporation, Concord Music Publishing LLC, Concord Music Group, Inc., Downtown Music Publishing LLC, Hipgnosis SFH I Limited, Hipgnosis Songs Group, LLC, Kobalt Music Publishing America, Inc., MPL Communications, Inc., MPL Music Publishing, Inc., Panther Music Corp., Peer International Corporation, Peermusic Ltd., Peermusic III, Ltd., Polygram Publishing, Inc., Rodgers & Hammerstein Holdings LLC, Pulse 2.0, LLC, Reservoir Media Management, Inc., Songs of Peer, Ltd., Songs of Universal, Inc., Southern Music Publishing Co., Inc., Spirit Music Holdings, Inc., Universal Music – MGB NA LLC, Universal Music – Z Tunes LLC, Universal Music Corp., Universal Music Publishing, Inc., and Universal Musica, Inc. (collectively, "Plaintiffs"), by their attorneys, for their Complaint against Defendant Roblox Corporation ("Roblox"), allege on personal knowledge as to matters relating to themselves and on information and belief as to all other matters, as set forth below.

NATURE OF CASE

1. Plaintiffs are major and independent music publishers that create, produce, acquire, license, and otherwise exploit musical compositions, both in the United States and internationally. Collectively, Plaintiffs have invested significant resources developing, marketing, and licensing countless iconic musical compositions and modern hit songs, including, among many others, the music catalogs of Imagine Dragons, deadmau5, Ed Sheeran, Ariana Grande, and the Rolling Stones. Plaintiffs, on behalf of themselves and their representative

songwriters, bring this action seeking redress for Roblox's willful copyright infringement.

2. Roblox owns and operates an online video game platform and game creation system marketed specifically to ***young children and teens***. A publicly traded company valued at over ***$55 billion***, Roblox has built that value on the backs of unpaid music creators, flagrantly disregarding its responsibilities under copyright law and systematically committing, encouraging, and inducing the infringement of copyrighted musical works on a massive scale, which infringement Roblox monetizes for substantial profits.

3. Roblox purports to create a "safe" online environment for its users, consisting mostly of children under the age of 13.[1] In truth, Roblox actively preys on its impressionable user base and their desire for popular music, teaching children that pirating music is perfectly acceptable.

4. Roblox engages in copyright infringement on a massive scale by deliberately creating a centralized synchronization (or "sync") library of unlicensed songs to be distributed, streamed, publicly performed, and incorporated into game content. In creating this library, Roblox reproduces each song included therein, charging users to upload music to be incorporated into their games. Roblox is fully aware that it is required to obtain licenses to exploit copyrighted music on its platform, including obtaining necessary reproduction, sync, and public performance licenses, but willfully refuses to do so. Roblox is taking for itself Plaintiffs' creative and financial investments without permission and without compensation, on a platform that earns revenue only for Roblox and its users.

5. Roblox is well aware that its platform is built and thrives on the availability of copyrighted music. As Jon Vlassopulos, Roblox's global head of

[1] *See* Sec. & Exchange Comm., Form S-1 Registration Statement of Roblox Corporation, p. 21 (Nov. 19, 2020), https://www.sec.gov/Archives/edgar/data/1315098/000119312520298230/d87104ds1.htm.

music, publicly stated just last year: "We want developers to have great music to build games. We want the music to be, not production music, but really great [commercial] music."[2] (Alteration in original). To that end, Roblox ***actively*** encourages its users to upload audio files containing copyrighted music and incorporate them into game content on the Roblox platform. Roblox advertises the importance of music in games and makes it easy for users to upload, share, and stream full-length songs.

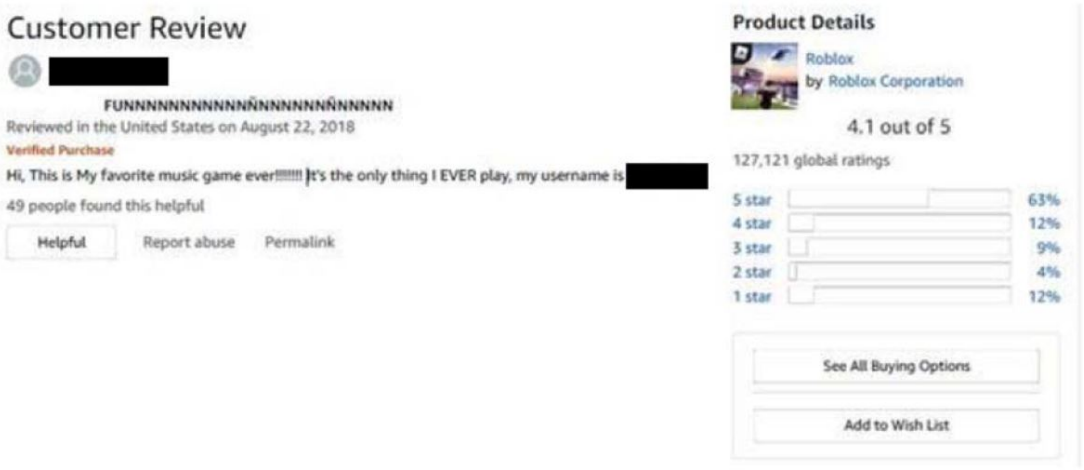
6. For instance, Roblox develops, sells, and endorses game items such as "Boomboxes" and "Game Passes" that enable users to listen to music in games, and which Roblox expressly promotes with taglines such as "Play the hottest jams on ROBLOX all over town." Such items have spawned a cottage industry of third-party websites devoted to indexing and compiling the copyrighted music hosted by Roblox to facilitate discovery and sharing of "the hottest jams."

7. Critically, Roblox deliberately charges users for, and profits from, every song that a user uploads to Roblox's unlicensed library. In turn, Roblox allows its users the option of advertising and charging others for access to a variety of other items, including items specifically developed for playing copyrighted music, such as Boomboxes and Game Passes, and games that feature popular songs, and takes a commission on every transaction. By utilizing "Robux," the virtual currency that users must purchase from Roblox to upload music, Roblox has created a thriving business and economy directly and consciously built on infringement. Roblox's clear goal is to incentivize its users to upload popular hits and sought-after songs. Indeed, Roblox admitted in a recent disclosure filing that

[2] *See* Stuart Dredge, *Roblox Head of Music Tells Labels and Artists: 'We're open for business!'*, Musically (July 23, 2020), https://musically.com/2020/07/23/roblox-head-of-music-tells-labels-and-artists-were-open-for-business.

"[w]e primarily generate revenue through the Roblox Platform, based on the direct sale of Robux to users."[3]

8. By offering access to the copyrighted content that users pay to upload, Roblox drives a tremendous and growing number of users to its service. Roblox currently averages 36.2 million active users ***per day***, with a total user base of over 200 million. The availability of unlicensed popular music (such as that of Plaintiffs) on Roblox not only attracts paying users—it retains them. Users regularly report that the availability of music on Roblox is what keeps them coming back, including one user who reported that Roblox was their "favorite music game ever!!!!!!!":



9. There is no question that Roblox has the right and ability to stop or limit the infringement on its platform. But Roblox refuses to do so, so that it can continue to reap huge profits from the availability of unlicensed music. While Roblox touts itself as a platform for "user-generated" content, in reality, it is Roblox—not users—that consciously selects what content appears on its platform. Roblox is highly selective about what content it publishes, ***employing over a thousand human moderators to extensively pre-screen and review <u>each and</u>***

[3] *See* Sec. & Exchange Comm., Form S-1 Registration Statement of Roblox Corporation, p. 113 (Nov. 19, 2020), https://www.sec.gov/Archives/edgar/data/1315098/000119312520298230/d87104ds1.htm.

***every* audio file uploaded.** Roblox's intimate review process includes review of every piece of copyrighted music, generally identified by title and artist—to ensure that it meets Roblox's stringent and detailed content guidelines and community rules. This process ensures that Roblox plays an integral role in monitoring and regulating the online behavior of its young users.

10. Roblox thus unquestionably exercises substantial influence over its users and the content on its platform, ostensibly in the name of "safety." Yet Roblox allows a prodigious level of infringing material through its gates, purposely turning a blind eye for the sake of profits. Rather than take responsibility, Roblox absurdly attempts to pass the obligation to its users—many of whom are young children—to represent to Roblox that they own the copyrights to the works they have uploaded.

11. It is anticipated that Roblox will try to seek cover behind certain legal protections that Congress afforded only to "innocent" qualifying service providers. Roblox's business model and operations demonstrate that it is a clear bad actor however, that can never qualify for such protections. Further demonstrating its complete indifference to copyright law, Roblox claims on its website that it has engaged an agent to whom copyright holders may send notices of infringement; however, Roblox has failed to register an agent with the Copyright Office. Similarly, contrary to its claims, Roblox has never reasonably implemented a policy to terminate users engaging in repeat and egregious acts of infringement. Simply put, Roblox's unlawful and infringing conduct is rampant and deliberate, and it cannot hide behind its customer base of children and young adults as an excuse for such conduct.

12. Roblox's unauthorized use of Plaintiffs' copyrighted works has caused, and continues to cause, Plaintiffs significant and irreparable harm. Through its conduct, Roblox is liable for the direct infringement of Plaintiffs' exclusive rights under copyright law to reproduce, adapt, distribute, and publicly

perform their works. Roblox is also liable for the infringing acts of its users under established theories of contributory and vicarious infringement. Furthermore, because Roblox actively selects and stands behind the content on its platform, all of the infringement on the platform occurs by reason of Roblox's own volitional involvement in the infringement.

JURISDICTION AND VENUE

13. This is a civil action in which Plaintiffs seek damages and injunctive relief for copyright infringement under the Copyright Act, 17 U.S.C. § 101, *et seq*.

14. This Court has original subject matter jurisdiction over Plaintiffs' copyright infringement claims pursuant to 28 U.S.C. § 1331 and 1338(a).

15. This Court has personal jurisdiction over Roblox because Roblox maintains its principal place of business within California and because Roblox conducts systematic and continuous business in California. This Court also has personal jurisdiction over Roblox because Roblox has committed a substantial part of the acts of infringement alleged in the Complaint within this district.

16. Venue is proper in this district under 28 U.S.C. § 1391 (b) and (c) and § 1400(a) because a substantial part of the acts of infringement, and other events and omissions complained of herein occur, or have occurred, in this district, and this is a district in which Roblox resides or may be found.

THE PARTIES

ABKCO

17. Plaintiff ABKCO Music, Inc. ("ABKCO") is a New York corporation with its principal place of business in New York.

Big Machine

18. Plaintiff Big Machine Music, LLC ("Big Machine") is a Delaware limited liability company with its principal place of business in Tennessee.

Concord Music

19. Plaintiff Boosey & Hawkes, Inc. is a New York corporation with its principal place of business in New York.

20. Plaintiff Concord Music Group, Inc. is a Delaware corporation with its principal place of business in Tennessee.

21. Plaintiff Concord Music Publishing LLC is a Delaware limited liability company with its principal place of business in Tennessee.

22. Plaintiff Pulse 2.0, LLC is a Delaware limited liability company with its principal place of business in California.

23. Plaintiff Rodgers & Hammerstein Holdings LLC is a Delaware limited liability company with its principal place of business in New York.

24. Plaintiffs Boosey & Hawkes, Inc., Concord Music Group, Inc., Concord Music Publishing LLC, Pulse 2.0, LLC, and Rodgers & Hammerstein Holdings LLC are referred to herein collectively as "Concord Music."

Downtown

25. Plaintiff Downtown Music Publishing LLC ("Downtown") is a Delaware limited liability company with its principal place of business in New York.

Hipgnosis

26. Plaintiff Hipgnosis Songs Group, LLC is a Delaware limited liability company with its principal place of business in California.

27. Plaintiff Hipgnosis SFH I Limited is a company organized under the laws of England and Wales.

28. Plaintiffs Hipgnosis Songs Group, LLC and Hipgnosis SFH I Limited are referred to herein collectively as "Hipgnosis."

Kobalt

29. Plaintiff Kobalt Music Publishing America, Inc. ("Kobalt") is a Delaware corporation with its principal place of business in New York.

MPL

30. Plaintiff Cherio Corporation is a New York corporation with its principal place of business in New York.

31. Plaintiff MPL Communications, Inc. is a New York corporation with its principal place of business in New York.

32. Plaintiff MPL Music Publishing, Inc. is a Delaware corporation with its principal place of business in New York.

33. Plaintiffs Cherio Corporation, MPL Communications, Inc., and MPL Music Publishing, Inc. are referred to herein collectively as "MPL."

Peer

34. Plaintiff Panther Music Corp. is a New York corporation with its principal place of business in New York.

35. Plaintiff Peer International Corporation is a New Jersey corporation with its principal place of business in New York.

36. Plaintiff Songs of Peer, Ltd. is a Delaware corporation with its principal place of business in New York.

37. Plaintiff Peermusic Ltd. is a New York corporation with its principal place of business in New York.

38. Plaintiff Southern Music Publishing Co., Inc. is a New York corporation with its principal place of business in New York.

39. Plaintiff Peermusic III, Ltd. is a Delaware company with its principal place of business in New York.

40. Plaintiffs Panther Music Corp., Peer International Corporation, Songs of Peer, Ltd., PeerMusic Ltd., Southern Music Pub. Co. Inc., and Peermusic III, Ltd. are referred to herein collectively as "Peer."

Reservoir

41. Plaintiff Reservoir Media Management, Inc. ("Reservoir") is a Delaware corporation with its principal place of business in New York.

Spirit

42. Plaintiff Spirit Music Holdings, Inc. ("Spirit") is a Delaware corporation with its principal place of business in New York.

Universal

43. Plaintiff Universal Music Corp. is a Delaware corporation with its principal place of business in California.

44. Plaintiff Universal Music Publishing, Inc. is a California corporation with its principal place of business in California.

45. Plaintiff Songs of Universal, Inc. is a California corporation with its principal place of business in California.

46. Plaintiff Universal Music – MGB NA LLC is a California limited liability company with its principal place of business in California.

47. Plaintiff Polygram Publishing, Inc. is a Delaware corporation with its principal place of business in California.

48. Plaintiff Universal Music – Z Tunes LLC is a New York limited liability company with its principal place of business in California.

49. Plaintiff Universal Musica, Inc. is a Florida corporation with its principal place of business in California.

50. Plaintiffs Universal Music Corp., Universal Music Publishing, Inc., Songs of Universal, Inc., Universal Music – MGB NA LLC, PolygGram Publishing, Inc., Universal Music – Z Tunes LLC, and Universal Musica, Inc. are referred to herein collectively as "Universal."

Zimmerman

51. Plaintiff Joel Thomas Zimmerman p/k/a deadmau5 ("Zimmerman") is an individual domiciled in Ontario, Canada.

Roblox

52. Defendant Roblox is a Delaware corporation with its principal place of business at 970 Park Place, San Mateo, California 94403. Roblox owns and

operates an online platform that features countless musical works for which Roblox neither owns nor controls the copyrights, and for which Roblox has not obtained the necessary licenses from the copyright owners.

PLAINTIFFS' BUSINESSES AND THEIR COPYRIGHTS

53. Plaintiffs are highly respected music publishers and songwriters and/or their representatives whose music has been exploited on the Roblox platform without license or compensation. Each Plaintiff invests substantial money, time, effort, and talent to develop, produce, publish, acquire, license, and otherwise exploit the copyrights in their musical works.

54. Plaintiffs own and/or control in whole or in part the exclusive rights to millions of musical works, including the compositions listed on **Exhibit A**, which is illustrative and non-exhaustive. All of the musical works listed on **Exhibit A** have been registered with the U.S. Copyright Office, or are foreign works otherwise exempt from the Copyright Act's registration requirements.

55. ABKCO is one of the world's leading independent music publishers. Founded over 60 years ago, ABKCO holds rights in the catalogs of countless iconic songwriters, including Sam Cooke (for example, "A Change Is Gonna Come," as recorded by Sam Cooke) and Mick Jagger/Keith Richards (for example, "You Can't Always Get What You Want," as recorded by the Rolling Stones), among many others.

56. Big Machine represents the publishing side of Big Machine Records, an independent music powerhouse based in Nashville. Big Machine holds rights to the catalogs of numerous leading country artists, including Luke Combs and Brett Young.

57. The entities comprising the Concord Music Plaintiffs are part of Concord, the independent, worldwide leader in the development, management and acquisition of sound recording, music publishing and theatrical performance rights. The Concord Music Plaintiffs collectively hold rights in over four hundred

thousand copyrighted musical works by celebrated songwriters, composers and lyricists, spanning nearly two centuries of song, through a vast array of genres, including, for example, "7 Rings" (as recorded by Ariana Grande), "Eye of the Tiger" (as recorded by Survivor), and "Sicko Mode" (as recorded by Travis Scott).

58. Downtown is a global independent rights management and music services company that holds rights in nearly 100 years of popular music from acclaimed writers and artists.

59. The entities comprising Hipgnosis form Hipgnosis Songs Fund, which was founded in 2018 and has quickly acquired a vast catalog of hit songs such as "Treat You Better" (as recorded by Shawn Mendes).

60. Kobalt is one of the world's largest, most innovative music companies. Kobalt holds rights to an extensive roster of songwriters and artists old and new.

61. The entities comprising MPL make up one of the world's largest privately owned music publishers, covering nearly 100 years of music.

62. The entities comprising Peer make up peermusic, which is the largest independent music publisher in the world. Founded over 90 years ago, the Peer Plaintiffs hold exclusive rights to seminal classic works and contemporary works alike, including for example, "Yummy" (as recorded by Justin Bieber), "Firework" (as recorded by Katy Perry), and "Mambo No. 5" (as recorded by Lou Bega).

63. Reservoir is an independent music company based in New York, with offices in Los Angeles, Nashville, London, Toronto, and Abu Dhabi. Reservoir holds over 130,000 copyrights to famous musical works, dating back over a century, including, for example, "Take Me Home, Country Roads" (as recorded by John Denver), "Cry Me a River" (as recorded by Justin Timberlake), and "Candy Shop" (as recorded by 50 Cent).

64. Spirit is one of the world's leading independent music publishers. With a deep catalog spanning seven decades and every musical genre, including

"Shape of You" (as recorded by Ed Sheeran), "Holiday" (as recorded by Madonna), and "Livin' La Vida Loca" (as recorded by Ricky Martin), Spirit is a tireless promoter of its songs in film, television, and advertising productions, as well as a range of new media.

65. The entities comprising Universal are part of Universal Music Publishing Group, one of the largest music publishers in the world, with rights to an extensive music catalog, representing iconic standards and hit pop songs alike, including, for example, "Hello" (as recorded by Adele), "Power" (as recorded by Kanye West), and "Ain't No Sunshine" (as recorded by Bill Withers).

66. Zimmerman, known professionally as "deadmau5," is an independent award-winning, platinum-selling recording artist, songwriter, music producer, and performer, known for writing and producing numerous hit songs, such as "Pomegranate" and "Bridged by a Lightwave," which Zimmerman owns or controls in whole or in part.

67. Each of the Plaintiffs owns and/or exclusively controls rights set forth in 17 U.S.C. § 106 of the Copyright Act with respect to the musical works listed on **Exhibit A**, and many more. Anyone else who wants to exercise these rights must obtain a mechanical license to reproduce and distribute the musical works, a sync license to release musical works in connection with visual images (such as video games), and a performance license to perform these musical works. Roblox has neither obtained nor even sought such licenses from Plaintiffs to use their musical works.

THE ROBLOX PLATFORM

68. Roblox owns and operates an online video game platform and game creation system, available through the website www.Roblox.com (the "Website") and various downloadable software applications provided in connection therewith. Founded by David Baszucki and Erik Cassel in 2004, Roblox released its software to the public in 2006 for personal computers, and versions of Roblox's software

were subsequently released on mobile devices, via Apple iOS and Google Android, and most recently on the Microsoft Xbox One video game console.

69. In addition to the Roblox Website, the Roblox platform contains three elements: the Roblox Client, the Roblox Studio, and the Roblox Cloud.

70. The Roblox Client, downloaded via the Roblox Website or via online app stores, contains software that provides users access to games created by other users, as well as games developed or sponsored by Roblox. Users access these games and interact with other users on the Roblox Client with their user "avatar," which users can customize with different types of gear, clothing, and other items.

71. The Roblox Studio, also downloaded via the Roblox Website, is a separate piece of software that provides a development toolkit to users who wish to develop games and other in-game content for the platform. Using the Roblox Studio, these users—sometimes referred to as "developers"—can develop and upload 3D models, images, audio files, and video files to the Roblox platform, which are then accessible in the Roblox Studio, as well as via the Roblox Website and Roblox Client.

72. The Roblox Cloud contains the underlying infrastructure to host and deliver content throughout the Roblox platform via Roblox's content delivery networks throughout California, the United States, and the world.

73. Together with the Roblox Website, these elements interact to create a cohesive environment for developing and sharing games and "assets," or files containing content for in-game use, which Roblox copies and disseminates to its users via an elaborate content delivery system. Among the most popular "assets" are audio files containing unlicensed commercial music, which Roblox has encouraged its users to upload and unlawfully stream, distribute, and synchronize with game content.

74. To sign up for a Roblox account, users, made up predominantly of young children, must agree to Roblox's terms and conditions ("Terms of Use").

Pursuant to the Terms of Use, a user agrees to "respect the intellectual property rights of others," and must represent and warrant that they "are the creator and owner of, or have the necessary licenses, rights, consents and permissions" to authorize Roblox to exploit any content that they upload. Roblox reserves the unfettered right to limit use when those terms are violated, including by terminating the accounts of, and blocking access to the service, to those who "repeatedly or egregiously infringe[] other people's copyrights or other intellectual property rights."

75. Roblox also requires all users to adhere to Roblox's community rules ("Community Rules"), which set forth guidelines for how users are to conduct themselves on the platform. These Community Rules provide users with an extensive list of the categories of content that Roblox deems to be "inappropriate" or "unsafe" for children, such as speech that is discriminatory or offensive to certain groups, sexual or overly violent content, profanity, implying that an avatar is naked or wearing underwear, activities that are "dangerous" or "unethical," content that impersonates others, games that redirect users away from the Roblox platform, promotions that offer prizes, and a multitude of other content and user activity that Roblox prohibits.

76. Despite Roblox's written policies, users regularly upload files containing copyrighted music. The act of "uploading" a file to Roblox involves the user making a copy of the file and distributing it to Roblox, where it is then hosted on Roblox's servers.

77. To upload an audio file, a user simply opens the Roblox Studio and clicks on a tab marked "Audio," which then prompts the user to choose a file on their local hard drive, in either .mp3 or .ogg format to be copied and distributed to Roblox's servers.

78. Roblox makes the process of uploading infringing music extremely easy for users. Roblox even published an article designed to encourage developers

to add music to their games, which explains: "***While building a game, it's easy to overlook the importance of sounds and music.***" (Emphasis added).[4] That page gives users step-by-step instructions on how to copy and distribute their music files to the Roblox platform.

79. When a user uploads a file containing music, the file is transmitted and an initial copy is created on a Roblox server.

80. Roblox entices users with free membership, making its money largely through micro-transactions via Robux, a virtual currency that Roblox charges users to purchase. Users can purchase 400 Robux for $4.99, 800 Robux for $9.99, or 1700 Robux for $19.99. Users can also purchase "Value Packs" of 4,500 Robux for $49.99 or 10,000 Robux for $99.99.[5] Additionally, users can purchase a subscription for a "premium" membership, which grants the user a set allowance of Robux per month and 10% additional Robux with every Robux purchase.

81. Every audio file that is uploaded to the library on Roblox's platform is accompanied by a Robux charge, commensurate with the length of the audio file, which Roblox represents accounts for "the time it takes moderators to review every sound file that users upload."[6] Audio files that constitute 2-7 minutes cost the most to upload, at 350 Robux per upload, or approximately $4 USD. In other words, Roblox has designed its system so that it earns more money when users upload audio files comprising full-length songs.

82. Roblox also profits on the back end as well, by taking a commission on all user-to-user transactions. While uploaded songs are made freely accessible on the Roblox platform via the "Roblox Library," users can choose to sell access to games they develop which incorporate the songs, as well as any avatar items that

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[4] *Sounds and Music*, https://developer.roblox.com/en-us/articles/sounds-and-music (last visited June 9, 2021).

[5] *Buy Robux*, https://www.roblox.com/upgrades/robux (last visited June 9, 2021).

[6] *Sounds and Music*, https://developer.roblox.com/en-us/articles/sounds-and-music (last visited June 9, 2021).

they develop in the Roblox Studio, which become available for purchase in a separate part of platform known as the "Avatar Shop."

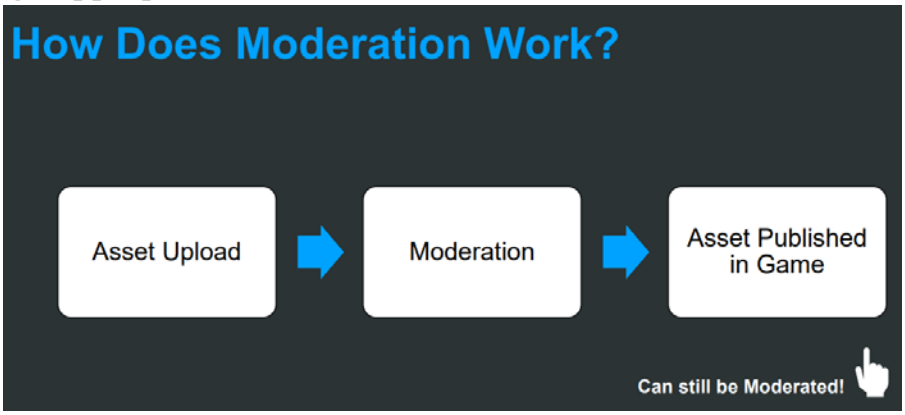
83. After an audio file containing a song is uploaded, it is not added to the Roblox Library until ***after*** human moderators have reviewed the song in its entirety to ensure that it conforms to Roblox's Community Rules. Roblox creates further copies of any audio file that it approves, which it then stores on a separate network of servers utilized by Roblox's content delivery networks.

84. To maintain the safe and child-friendly image that is essential to Roblox's brand, Roblox aims to "prevent inappropriate content on the platform by reviewing all images, audio, video, and 3D models at the time of upload in order to block inappropriate content before users have a chance to encounter it on the platform."[7] To that end, Roblox engages in an extensive level of control and oversight over content, including user-uploaded songs. This includes, *inter alia*: (i) employing a trust and safety team of over 1,700 moderators to pre-screen every piece of content for signs of bullying and harassment, hate speech, depressive thoughts, tiny text embedded in images and washed out images, and other content which Roblox deems "inappropriate" for children and contrary to its brand; (ii) employing automated chat filters and detection of inappropriate avatar clothing; (iii) enforcing the stringent Community Rules that set forth what content and user conduct is considered appropriate and inappropriate; (iv) instituting a behavior reporting system for users; (v) providing parents with curated content for young children and a variety of parental controls aimed at further limiting content for some users; (vi) entering into partnerships with numerous third parties dedicated to creating a child-safe environment online; and (vii) hosting numerous webinars on digital civility and online safety, aimed at educating users, parents,

[7] *See* Sec. & Exchange Comm., Form S-1 Registration Statement of Roblox Corporation, p. 21 (Nov. 19, 2020), https://www.sec.gov/Archives/edgar/data/1315098/000119312520298230/d87104ds1.htm.

educators, and others on the proper way to conduct oneself when using the Roblox platform. In all of these ways and more, Roblox goes well beyond that of a passive service provider, inserting itself directly into its users' activities and content.

85. Indeed, Roblox actively stands behind all published content on its platform, representing to the public that moderation occurs after a file is uploaded and before it is published in a game, and that Roblox's moderators "review every uploaded image, video, and audio file used within our games to make sure they are safe and age-appropriate"[8]:



86. Roblox's moderators aggressively monitor and block content that they deem unsuitable for the Roblox platform, prompting some users to complain about the overbearing and unilateral nature of Roblox's content control and removal. When it comes to copyright infringement, however, Roblox unfortunately takes a derelict approach, refusing to take ***any*** meaningful steps to limit the copyright infringement on its platform. Having reviewed every audio file in its entirety before the file is published on the platform to ensure that it is in line with Roblox's extensive Community Rules, Roblox's moderators approve the upload of countless copyrighted songs that users—many of whom are young children—are not authorized to copy and distribute, let alone to represent and warrant their

[8] Ken Yeoung, *10 Questions With Laura Higgins*, LinkedIn, https://www.linkedin.com/pulse/10-questions-laura-higgins-s1ep13-ken-yeung/ (July 10, 2019).

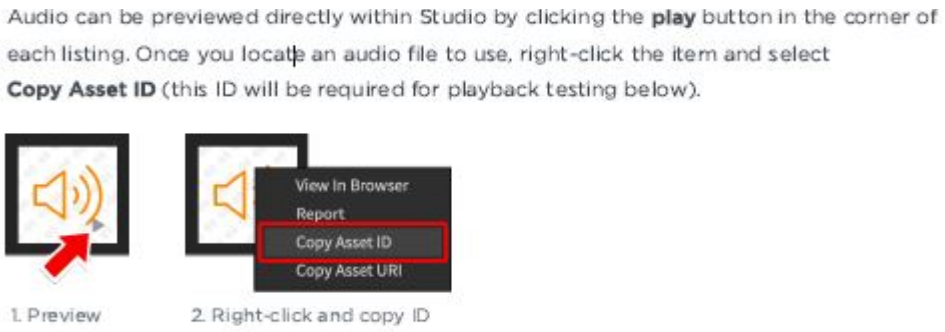
authorization to copy and distribute. Roblox chooses to do this, and turn a blind eye, so that it can become ***the*** destination for children to infringe music.

87. Upon approval, a song becomes an official "asset" of the Roblox platform and is assigned an "Audio ID" by Roblox (an identifying number unique to each audio clip on the platform). Roblox then makes additional copies of the song file so that it can appear as an asset in the Roblox Library and be accessed across the platform by all Roblox users, even though neither Roblox nor its users hold the necessary mechanical license to make a reproduction.

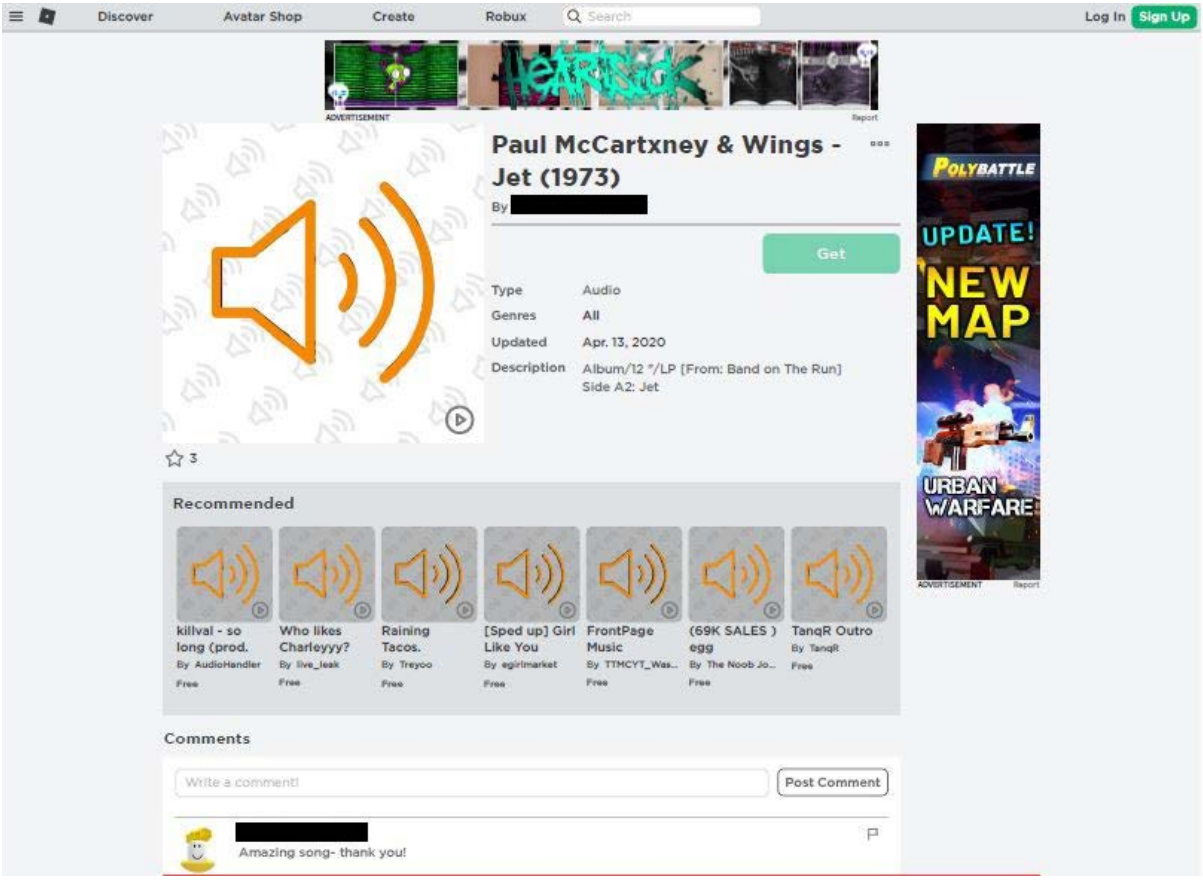
88. Every song that Roblox approves can be easily synchronized with Roblox game content, thereby utilizing the song in a new derivative work, even though neither Roblox nor its users hold the necessary sync license. When a song is synchronized into a game on the Roblox platform, Roblox creates an additional copy of the song, which it hosts on its servers. Roblox then creates and distributes additional copies of the song every time a user plays that game.

89. Every song that Roblox approves can also be streamed on demand, in its entirety—within games on the Roblox Client, within the Roblox Studio, and on the Roblox Website—even though neither Roblox nor its users hold the necessary public performance license. Roblox's Terms of Use in fact specifically account for this, explaining to users that uploaded music—which Roblox requires young children to represent and warrant they are authorized to upload—is being licensed to Roblox "without the obligation to pay royalties to any third party, including without limitation . . . a musical work copyright owner (e.g., a music publisher) . . . ."

90. As shown below, a song in the Roblox Library appears in conjunction with a "play" button, which users can click, prompting Roblox to engage in a public performance of the entire uploaded recording by means of a digital audio transmission:



91. Users can even engage with each other by posting comments about the song in a comment section that appears directly below the song. In this way, Roblox has created a social platform built around creating and sharing a free, unlicensed, streaming music library:



92. Certain aspects of the Roblox platform are available to anyone who visits the Roblox Website, whether or not they have registered for a Roblox account. In particular, the Roblox Library is publicly available on the Roblox

Website, and any member of the public can stream audio files in the Roblox Library for free and on demand.

THE IMPORTANCE OF MUSIC ON ROBLOX

93. That Roblox's platform has become a repository for sharing unlicensed commercial music is no accident. Roblox actively encourages its users to upload and share popular music to make the games on its platform more appealing and attractive to its young audience, fully aware that it has not obtained the necessary permissions.

94. Indeed, Roblox's representatives have stated that their goal is to attract more music fans. In an interview last year, Roblox's global head of music, Jon Vlassopulos, stated that he was on a mission to "embed music in all the natural places across the platform," and noted, "We want developers to have great music to build games. We want the music to be, not production music, but really great [commercial] music."[9] (Alteration in original). Vlassopulos noted in that same interview that it is "open season" for people who want to come and start building games that prominently feature music.[10] And as recently as April 2021, Vlassopulos advertised to a major news publication covering the mobile game industry that there is "something for everyone" on the Roblox platform (and in particular, music fans): "building your own amusement park, working at a pizza place, ***becoming your own DJ, or enjoying a music concert***." (Emphasis added).[11]

95. Roblox has intentionally built music into its platform to appropriate the value of Plaintiffs' and others' creative efforts for itself. Before offering the ability to upload music at all, Roblox held a "music video contest" in 2009 to

[9] Stuart Dredge, *Roblox Head of Music Tells Labels and Artists: 'We're open for business!'*, Musically (July 23, 2020), https://musically.com/2020/07/23/roblox-head-of-music-tells-labels-and-artists-were-open-for-business.

[10] *Id.*

[11] *Roblox's Jonathan Vlassopulos on music biz meets the metaverse*, Pocket Gamer (April 16, 2021), https://www.pocketgamer.biz/interview/76326/roblox-jonathan-vlassopulos-music-metaverse/.

engage its users and test the waters for turning its platform into a music-sharing service, asking users to utilize Roblox to "make up your own story to go along with your favorite song" and then "upload the video to your YouTube account."[12] Aware that it was inducing users to commit copyright infringement, Roblox explicitly instructed its users on how to avoid detection: "DO NOT PUT the song title, artist and album movie credits, video title or description (more info) or YouTube may take down the video."[13]

96. In February 2013, a few months prior to the inclusion of true audio files, Roblox published an article on its official blog promoting the in-game use of a Musical Instrument Digital Interface ("MIDI") player, which is a rudimentary file format for notating and playing simple compositions, commonly associated with the soundtracks heard in arcade games from the 1980s and 1990s. As noted in that article, "if there's a song you enjoy, there's a MIDI version of it somewhere on the internet."[14] Roblox went on to encourage its users to incorporate MIDI players into their games for the express purpose of playing music: "We look forward to seeing how users leverage music in their games."[15]

97. In September 2013, Roblox officially added the ability to upload music files in the more modern .mp3 format (the format long associated with illegal file-sharing services such as Napster), announcing on its blog: "One of the most requested features of all time, the ability to upload your own sound effects and music clips, has gone live."[16] While Roblox initially limited the length of

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[12] *ROBLOX Rox Music Video Contest!*, Roblox Blog (Feb. 27, 2009), https://blog.roblox.com/2009/02/roblox-rox-music-video-contest/.

[13] *Id.*

[14] *Use Gamehero's MIDI Player to Play Music in Your Game*, Roblox Blog (Feb. 21, 2013), https://blog.roblox.com/2013/02/use-gameheros-midi-player-to-play-music-in-your-game/.

[15] *Id.*

[16] *Weekly ROBLOX Roundup: September 29th, 2013*, Roblox Blog (Sept. 29, 2013), https://blog.roblox.com/2013/09/weekly-roblox-roundup-september-29th-2013/.

audio clips to fifteen (15) seconds, it realized that this would not be nearly enough to attract music fans to its platform, and thereafter increased the length limit to six (6) minutes in 2016, thereby opening the floodgates to the vast majority of popular songs. Roblox accompanied this update with an announcement encouraging its users to upload songs. In a press release, Roblox stated: "We realize how important sounds are for adding immersion and atmosphere for any Roblox game. So, what are you waiting for? ***Start uploading those bigger audio files today***!"[17] If this was not obvious enough, Roblox published a tutorial stating that adding sounds to games is "a great way to add atmosphere and immersion, ***whether through sound effects or music***."[18] (Emphasis added). Roblox subsequently increased the length limit for audio files to seven (7) minutes, which is the current limit.

98. With the inclusion of music on Roblox came the Boombox, a type of "gear," or in-game item, that users can purchase from the Avatar Store and equip to their character avatars while playing games, allowing them to play any song in the Roblox library by inputting or pasting the Audio ID for that song. Users can use Boomboxes in any game that has enabled the functionality to play any song in the Roblox Library. When users stream a song in a game from a Boombox, all other players in the vicinity of that user can hear the music.

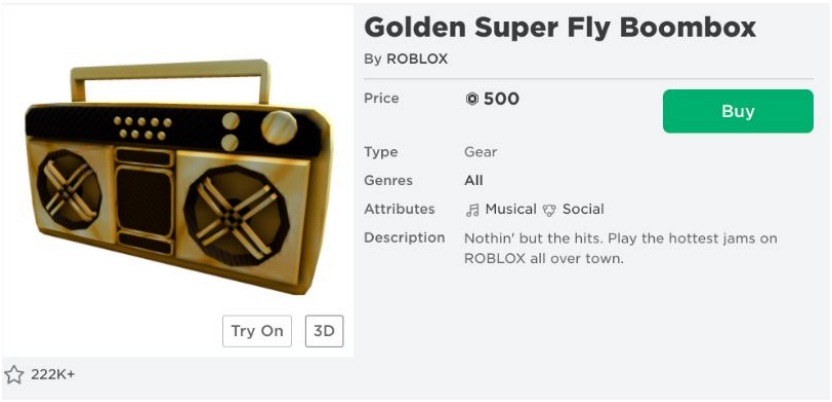
99. Roblox freely allows users to create and sell their own Boomboxes for a set amount of Robux, for which Roblox takes a commission, but the most popular Boomboxes are those that Roblox has ***itself*** created and sold to users with the object of promoting their use for playing copyrighted music. In particular, Roblox's own "Golden Super Fly Boombox" and "Dual Golden Supa Fly

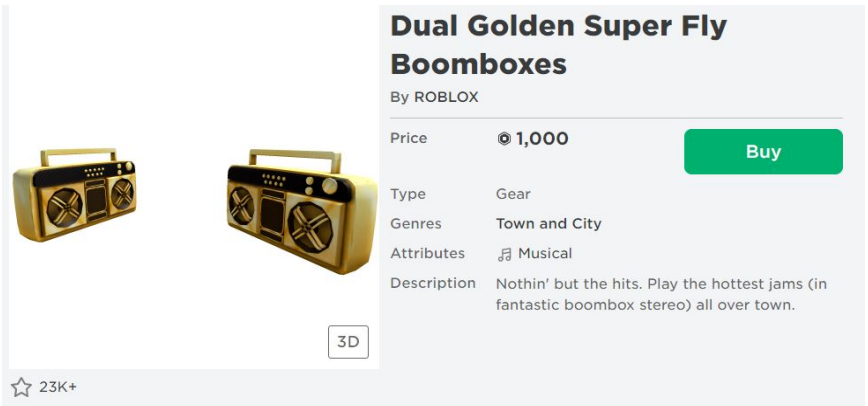
[17] *Upload Longer Audio Files*, Roblox Blog (Oct. 4, 2016), https://blog.roblox.com/2016/10/upload-longer-audio-files-today/.

[18] *Sounds*, Roblox Blog (archived) (May 31, 2018), https://web.archive.org/web/20180531232406/http:/wiki.roblox.com/index.php?title=Sounds.

Boombox," which Roblox advertises for playing "nothin' but the hits," and Roblox's own "Boombox Gear 3.0," which Roblox promotes to "play some hot jams," have been purchased by hundreds of thousands of users who are emboldened to use Roblox's platform to infringe Plaintiffs' and others' musical works, as demonstrated in the below examples. Roblox's "Golden Super Fly Boombox" alone has been a designated a "favorite" item by more than 200,000 Roblox users, as demonstrated in the below examples. Roblox charges users 500 Robux, or over $5 USD each, for the Boomboxes that Roblox itself has developed. Among the most popular items on the service, Roblox's Boomboxes have been purchased over half a million times.[19]

100. Examples of how Roblox advertises and displays the Boomboxes that it develops and sells to users are shown below:

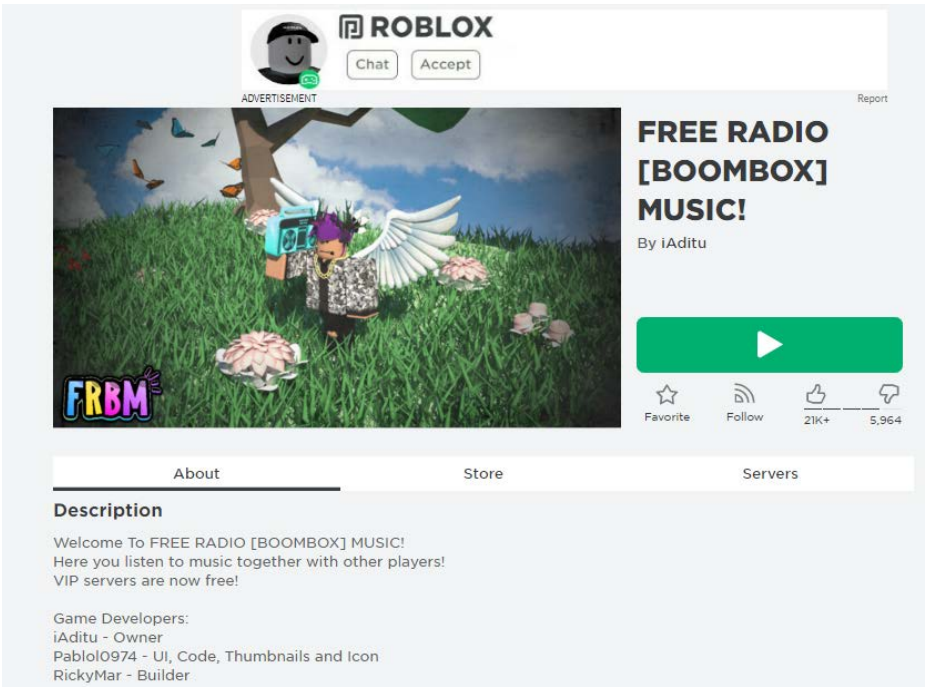




[19] Kriss Thakrar, *Roblox, piracy and the future of music in UGC 2.0*, Midia (Mar. 19, 2021), https://www.midiaresearch.com/blog/roblox-piracy-and-the-future-of-music-in-ugc-20.



101. Popular games have also emerged on Roblox that replicate this Boombox experience for any user whether they own Boombox "gear" or not, equipped with titles such as "FREE RADIO [BOOMBOX] MUSIC!" Such games are created and played with the sole purpose of performing popular music. In such games, users navigate a virtual environment as their avatars, "playing" music through their Boombox for themselves and for all other users within vicinity to listen:



102. When a user equips a Boombox, a prompt appears instructing the user to "[p]ut the ID of a song you like in the textbox below!" The user then hits play,

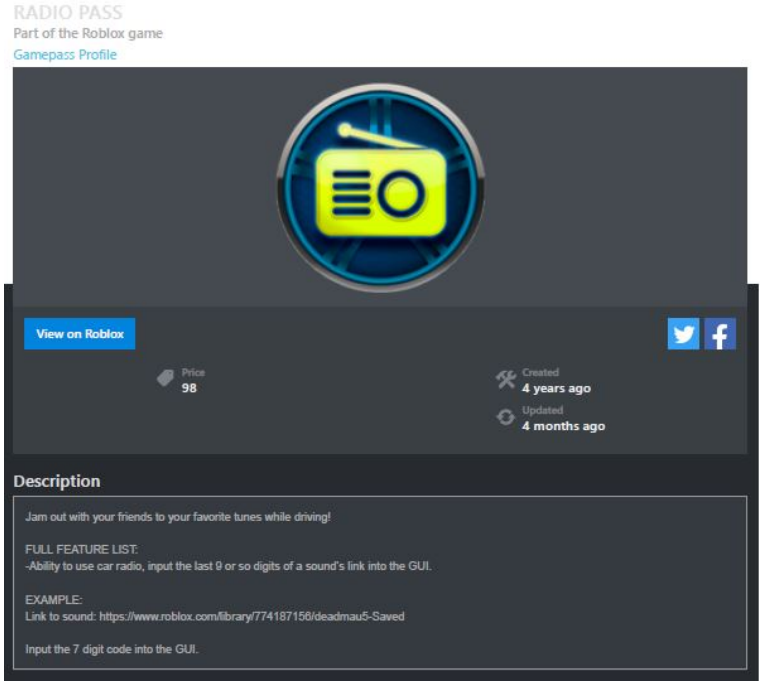
and Roblox begins streaming the song, digitally transmitting it to the user and all other users in the vicinity:

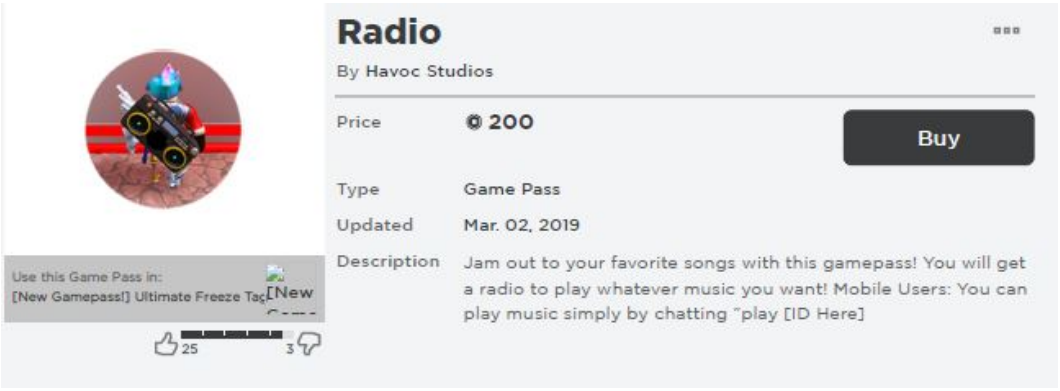


103. Moreover, Roblox offers users the ability to create "Game Passes," which they can then sell for whatever amount of Robux they wish to charge, and for which Roblox takes a commission. Game Passes serve as in-game upgrades that give a player desirable additional features within a particular game. Game Passes enabling in-game music are sold under a variety of names, such as "Radio Pass," "Radio," and "Music Player," but they all serve essentially the same function as the Boombox: ***to stream popular music for free in the game***, and without compensation to the rights holders or others in the legitimate music market.

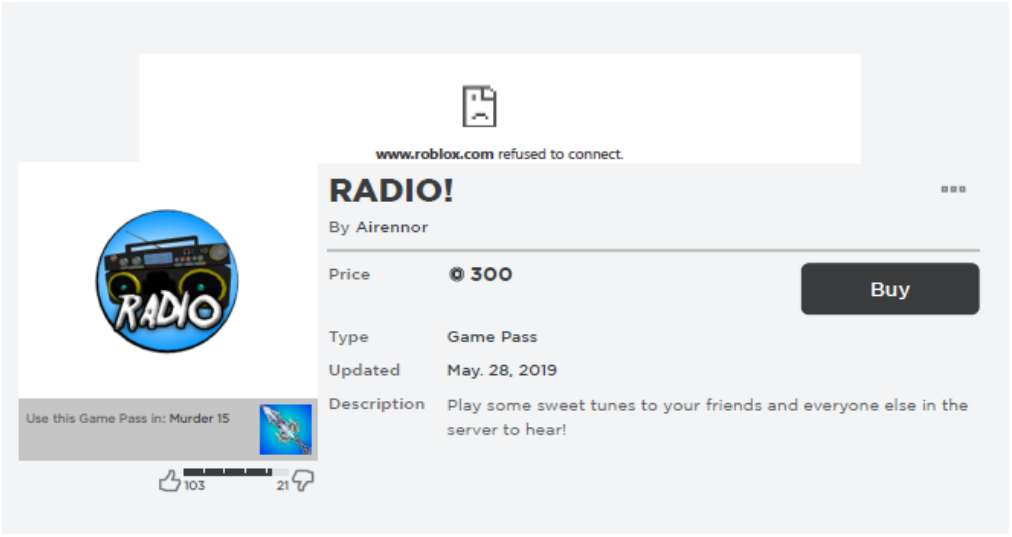
104. Functioning much like Boomboxes, these Game Passes allow users to play any song from the Roblox library by inputting the Audio ID. And, like Boomboxes, these items are expressly promoted to encourage users to play unlicensed copyrighted music. Some Game Passes are sold for the sole purpose of allowing a user to play their Boombox in a game where they would otherwise not have that ability. One Game Pass, featured in a popular driving game titled "Ultimate Driving," is advertised to users that wish to "[j]am out with [their]

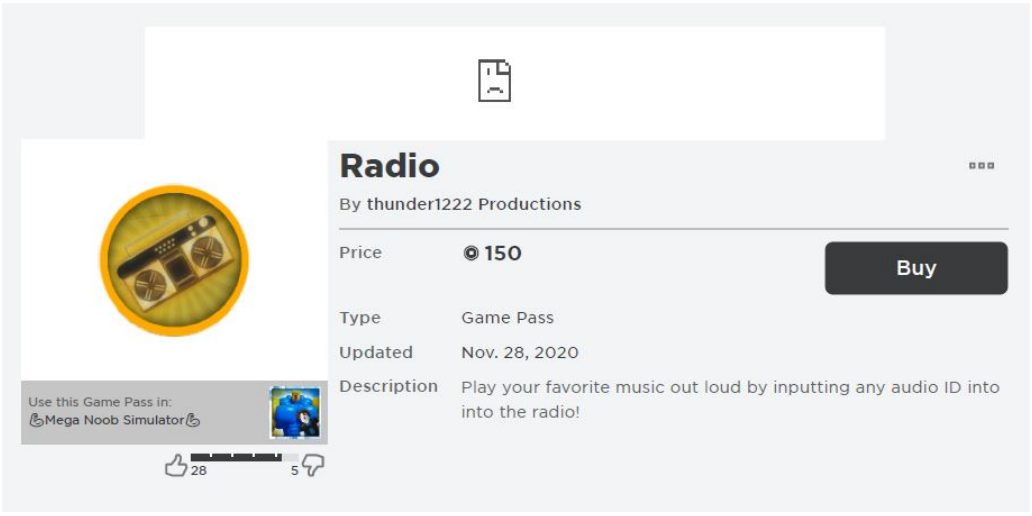
friends to [their] favorite tunes while driving!" And another one, featured in a game titled "Ultimate Freeze Tag," features the tagline, "Jam out to your favorite songs with this gamepass!" These examples are shown below:





105. Examples of other Game Passes advertised and sold by Roblox are shown below:





106. The Boomboxes and Game Passes have spawned numerous third-party websites, such as robloxsong.com, robloxlist.com/roblox-music-codes, and musiccoder.com/codes, which are devoted to indexing and compiling Audio IDs for all of the infringing music in one place, so that users may easily find and enter the Audio IDs into the Boomboxes and music Game Passes and engage in the unauthorized performances of Plaintiffs' and others' musical works. They have also spawned YouTube videos compiling Audio ID codes with titles such as "200+ ROBLOX Music Codes/ID(S) *JANUARY 2021* #1," which have been viewed millions of times.[20] And mainstream media outlets that cover video gaming have

[20] *See* https://www.youtube.com/watch?v=yomof7VJfFs (last visited June 9, 2021).

written articles covering the "best" Audio ID codes, further giving an air of legitimacy to Roblox's and its users' flagrant infringement.

107. Well aware that Boomboxes and Game Passes are being promoted and sold for the sole purpose of playing copyrighted music, Roblox takes active measures to promote and encourage the use of these in-game items, bolstering user demand for copyrighted music and encouraging its users to continue uploading songs to grow Roblox's extensive library of infringing material.

108. For years, Roblox has utilized social media to promote its audio features and encourage users to share music on its platform, fully aware that its platform was fast becoming a destination for infringement. In 2015, Roblox announced on Twitter that it now supported .ogg audio files. In Roblox's words, the .ogg file format was introduced to "make[] looping music easier!"[21] A year later, Roblox tweeted to its followers: "What is the coolest in game music you guys have heard on #ROBLOX ?!," prompting one Twitter user to respond: "I am sure they are all copyrighted":



[21] Roblox (@Roblox) *Twitter* (Mar. 8, 2015, 12:26 PM), https://twitter.com/Roblox/status/578231054227648512.

109. Roblox has also built advertising into the HTML metadata for each page on the Roblox Website that features an audio file "asset" within the Roblox library, encouraging developers and other users to exploit the audio and synchronize it with game content. For instance, for an audio file featuring the song "Under My Thumb" as recorded by the Rolling Stones, Roblox may embed the following text as a "description" of the page: "Use the Rolling Stones – Under My Thumb [FULL] and thousands of other assets to build an immersive game or experience. Select from a wide range of models, decals, meshes, plugins, or audio that help bring your imagination into reality."

110. Roblox has furthermore promoted high-profile users who have developed games with music, in order to promote itself as a destination for sharing music. For instance, the user "TwentyTwo Pilots," (presumably nodding to the musical artist TwentyOne Pilots) who developed the game "Ultimate Driving"—which, as explained above, included the ability to purchase a "Game Pass" for streaming copyrighted music—was awarded "Developer of the Year" and "Builder of the Year" by Roblox, and Roblox prominently featured their game on the platform.

111. Roblox has obtained licenses in only a limited number of instances, including in one instance from a music company that specifically issues sync licenses for the use of production music in video games, so there is no question that Roblox is aware that it needs to, and knows how to, obtain licenses before using Plaintiffs' musical works on its platform. Roblox has even deliberately named many of the songs in its limited "royalty-free" (i.e. licensed) catalog after far more popular copyrighted compositions owned by Plaintiffs that Roblox has infringed, such as the tracks "Wild Horses" and "Get What You Want" (clearly intended to associate the platform with the Rolling Stones, who famously recorded compositions titled "Wild Horses" and "You Can't Always Get What You Want"), in an attempt to attract music lovers to the site.

A SAFE HAVEN FOR INFRINGERS

112. Roblox, in writing, claims that it has a "3-strike system for IP violations that is designed to punish repeat offenders who repeatedly upload infringing content." Contrary to Roblox's public-facing policy however, Roblox users who have repeatedly and flagrantly infringed Plaintiffs' works do not lose access to Roblox, nor even face a realistic threat of losing access. Rather than disconnecting or suspending such user accounts, which would have stopped or limited the infringement, and deterred others from committing infringement, Roblox allows such repeat infringers to continue their infringement unabated. As a result, Roblox has allowed its platform to become a *de facto* safe haven for infringers.

113. In a post on Roblox's developer forum from March 2019, Roblox explained how its three-strike policy is actually nothing of the sort. In that post, Roblox represented that if users receive a strike, it will initiate a 45-day period in which all subsequent copyright claims are considered "part of that same strike," so long as the claim occurs within the same 45-day period.[22] In other words, a user can be found to have engaged in virtually an unlimited number of infringements, and, as long as such infringement took place within a 45-day period, the user will only receive one "strike."

114. The following are egregious examples of accounts that are still operating, demonstrating how Roblox has failed to terminate, suspend, or take any other appropriate action to limit the accounts of users found to have repeatedly infringed Plaintiffs' and others copyrighted musical works:

- Roblox user "XxAaron_UkxX" (User ID 665171514), who has uploaded at least 53 infringing audio files over a 1035 day period that were cited for copyright violations.

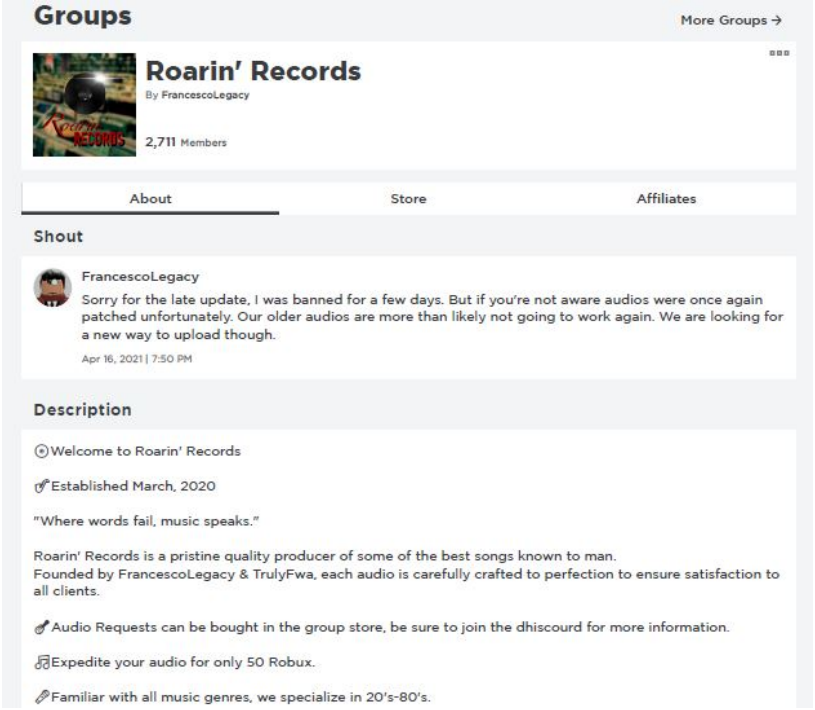
[22] *More Information about our DMCA Policy*, https://devforum.roblox.com/t/more-information-about-our-dmca-policy/255884 (last accessed June 9, 2021).

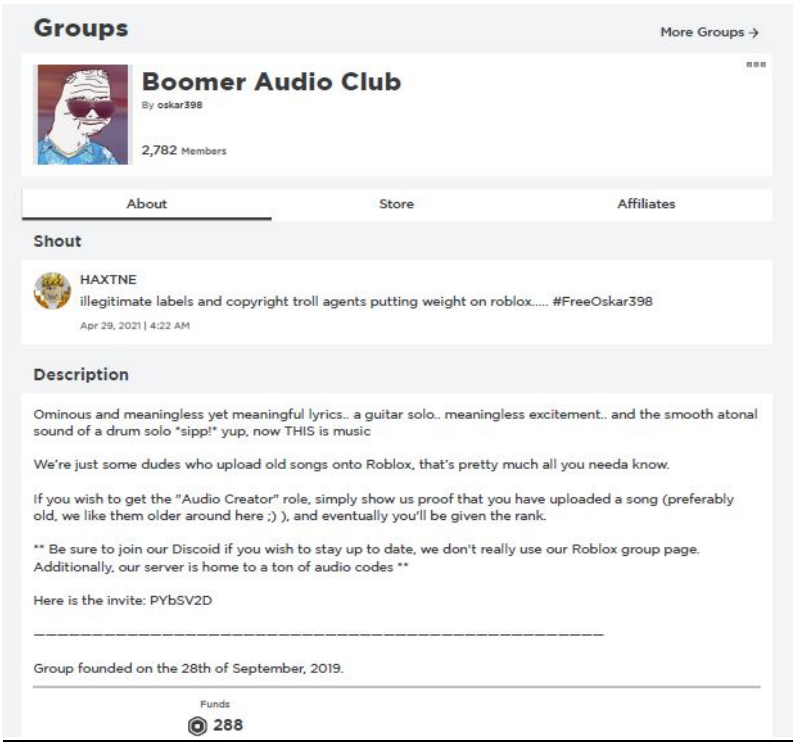
- Roblox user "jksk12345" (User ID 55205950), who has uploaded at least 35 infringing audio files over a 864 day period that were cited for copyright violations.
- Roblox user "FwLeoIII" (User ID 84681831), who has uploaded at least 27 infringing audio files over a 469 day period that were cited for copyright violations.
- Roblox user "SuperJoshiDuff" (User ID 25342199), who has uploaded at least 26 infringing audio files over a 874 day period that were cited for copyright violations.
- Roblox user "EricTheElk" (User ID 79938319), who has uploaded at least 23 infringing audio files over a 789 day period that were cited for copyright violations.

115. The foregoing examples are not exhaustive, and there are many more examples demonstrating Roblox's failure to meet its obligations to terminate or limit access to repeat infringers. Discovery is likely to uncover countless more.

116. Roblox regularly terminates users for reasons other than copyright infringement, and will not hesitate to terminate a user that has a bad reputation among Roblox's moderators for uploading content that Roblox deems contrary to its reputation for providing a safe environment for children. In contrast, Roblox only pays lip service to its obligations with respect to copyright infringement, while routinely looking past known repeat offenders who have littered the Roblox platform with songs identified for copyright violations.

117. Roblox also allows users to form members-only "groups" based on shared interests, which has resulted in numerous groups being created for the sole purpose of compiling and sharing infringing music on the Roblox platform. Groups such as "Roarin' Records," which advertises its availability of music in "all music genres" specializing "in 20's-80's," and "Boomer Audio Club," which describes itself as "just some dudes who upload old songs onto Roblox," are made up of thousands of members and effectively act as royalty-free pirate stores for purchasing and sharing infringing copies of music uploaded by members:





118. Roblox is well aware of the existence of such groups, as they are often started by the most egregious and high-profile infringers on the Roblox platform—one of the extremely rare circumstances where Roblox may decide to intervene to limit account access. But Roblox's "enforcement" is too little too late. Even if

Roblox takes action against the user, Roblox does not terminate or limit access to the works associated with that user, or to the group created by that user. In other words, Roblox is fully aware when an egregious infringer forms a group for the sole purpose of compiling infringing music, but continues to grant unfettered access to the large library of infringing music amassed by the group and allow it to continue growing.

119. These groups can further continue to function because Roblox turns a blind eye to "burner accounts," which are user accounts created for the sole apparent purpose of supplying these groups with infringing music. Such "burner accounts," are often given names that are obvious to any reasonable observer, such as an account known as "Roarin' Uploader," which was created solely to supply infringing songs to the library of "Roarin' Records."

120. Roblox's platform has become a safe haven for infringement notwithstanding its extensive level of moderation, control, oversight, and active involvement in the content that appears on its platform. This demonstrates that Roblox is fully aware of the rampant infringement on its platform, including specific instances of infringement and specific users and groups who are engaging in repeat acts of infringement, and has deliberately acted to maintain its culture of infringement.

121. Further demonstrating Roblox's willfulness, Roblox deliberately disables the searchability of music by popular artists to conceal the vast scope of infringing music on its platform, making it much more onerous for copyright owners to identify the infringement and those users who are repeatedly using the Roblox platform to infringe. For example, a search in the Roblox library for "Ariana Grande" or "The Rolling Stones" will return a result of "no items found," however, a search for a particular song may return results including "Ariana Grande" or "The Rolling Stones," demonstrating that Roblox has deliberately

interfered with a copyright owner's ability to identify an infringing work for removal.

122. Roblox claims to utilize copyright filtering technology to reduce infringement, but knows that its users routinely and easily bypass these filters by making minor modifications to the audio files, such as slight shifts in pitch or tempo. Roblox is aware of this wide practice, and has nonetheless conditioned its users to believe that making minor modifications to an audio file nullifies copyright protections. Roblox's use of filtering technology has been nothing more than an empty gesture to mask its long history of instigating, inducing, and encouraging users, including children, to infringe copyrighted music.

ROBLOX'S BUSINESS MODEL THRIVES ON INFRINGEMENT

123. Utilizing Robux, Roblox has created a digital economy for sharing—and profiting from—infringing music.

124. Roblox's business model critically depends on attracting users to upload and distribute high-value copyrighted music, and the users, as mentioned above, must pay Roblox to upload ***each and every audio file***. Roblox also allows users to charge a fee for access to games, as well as Boomboxes, Game Passes, and other in-game content that is promoted for playing popular music, taking a commission on every user-to-user transaction. Roblox has even sold over half a million of its own proprietary Boomboxes at over $5 each. Furthermore, Roblox sells advertising to users who wish to advertise their games and items for purchase, giving users easier means to share and make money from infringing content. Roblox further incentivizes users and provides them with the opportunity to qualify and register for the "Developer Exchange Program," which allows them to exchange earned Robux for real-world money. In all these ways, Roblox has built a compensation scheme which actively incentivizes users to upload and share popular music and develop games and in-game content that infringe upon popular music, all while simultaneously lining Roblox's own pockets.

125. The rampant infringing activity on Roblox has acted as a draw for attracting and retaining users to whom Roblox can sell its Robux and "premium" memberships. Roblox refuses to take action against the rampant infringement because its financial incentives are directly tied to encouraging its rapidly growing user base to infringe Plaintiffs' and others' music. In Roblox's own words, "more users" means "more Robux are spent on our platform."[23] Roblox recognizes that its platform is more attractive with a vast library of popular commercial music and, despite outwardly cultivating a "child-friendly" image, knows that its platform is particularly enticing to young children and teens who want to listen to their favorite songs in games but may not yet be aware of the consequences and detrimental effects of copyright infringement.

126. Although Roblox unquestionably has a right and ability to control what content appears on its platform, Roblox only exercises that right when it is in its commercial interest to do so. Roblox engages in aggressive pre-screening and content control measures aimed at providing a "safe and enjoyable experience for users of all ages," going to great lengths to block all content that Roblox fears could harm its reputation among parents and teachers as a safe online environment. But when it comes to copyright infringement, Roblox takes a hands-off approach, pretending to look the other way so that its platform can become a destination for children to share infringing music.

127. Roblox's user base—currently over 200 million—exploded over the last ten years, around the same time Roblox started actively promoting its platform for sharing popular music. Roblox recognizes that if the availability of quality content on its platform such as Plaintiffs' works declines, then it may experience an overall reduction in the quality of the platform, which, according to Roblox,

[23] *See* Sec. & Exchange Comm., Form S-1 Registration Statement of Roblox Corporation, p. 30 (Nov. 19, 2020), https://www.sec.gov/Archives/edgar/data/1315098/000119312520298230/d87104ds1.htm.

"could adversely affect users' interest in our platform and lead to loss of revenue opportunities."[24]

128. Roblox is fully aware that the widespread availability of content on its platforms brings with it additional legal obligations, but does not respect those obligations because, in Roblox's own words, "[t]he costs of compliance . . . may limit the use of our platform or reduce overall demand for our platform, which could harm our business, financial condition and results of operations."[25]

129. At bottom, Roblox has set up its business to thrive on infringement. Roblox can take numerous measures to reduce the infringement on its platform, but it chooses not to do so because (1) the success of its business depends on the availability of free, unlicensed music to entice young users who want to listen to music in their games, and (2) the cost of complying with the law will cut into Roblox's profits.

130. Because Roblox has made clear its intentions as a bad actor bent on exploiting others' music for its own financial gain, Plaintiffs, through their trade association National Music Publishers' Association, and a number of other rights holders in the music industry, have already brought Roblox's rampant infringement to its attention. Roblox has even noted this in its own financial statements, warning that it "could be subject to an adverse judgment" if a lawsuit is brought against it by record labels or by music publishers such as Plaintiffs.[26] Nonetheless, Roblox continues to infringe. Because Roblox refuses to take responsibility for its misconduct, Plaintiffs have been forced to bring this action to enforce their rights and hold Roblox accountable.

[24] *Id*. at 23.
[25] *Id*. at 20.
[26] *Id*. at 54.

CLAIMS FOR RELIEF

COUNT I – Direct Copyright Infringement

131. Plaintiffs repeat and re-allege each and every allegation in paragraphs 1 through 130 as if fully set forth herein.

132. Roblox has engaged, and continues to engage, in the unauthorized reproduction, adaptation, distribution, and public performance of various copyrighted works for which Plaintiffs are the legal or beneficial copyright owners, including those copyrighted works listed on **Exhibit A**, and many others. The foregoing activity constitutes direct infringement by Roblox in violation of 17 U.S.C. §§ 106 and 501 *et seq*.

133. The infringement of Plaintiffs' rights in each of their copyrighted works constitutes a separate and distinct act of infringement. The list of works on **Exhibit A** is a non-exhaustive, illustrative list of works infringed and will be amended when discovery reveals additional works infringed.

134. Roblox's acts of infringement are willful, intentional, and purposeful, in disregard of and with indifference to Plaintiffs' rights.

135. As a direct and proximate result of Roblox's infringement of Plaintiffs' copyrights, Plaintiffs are entitled to statutory damages, pursuant to 17 U.S.C. § 504(c), in an amount of up to $150,000 with respect to each work infringed, or such other amounts as may be proper under 17 U.S.C. § 504(c). Alternatively, at Plaintiffs' election, pursuant to 17 U.S.C. § 504(b), Plaintiffs shall be entitled to their actual damages, including Roblox's profits from infringement, as will be proven at trial. Plaintiffs are further entitled to attorneys' fees and costs pursuant to 17 U.S.C. § 505.

136. Roblox's conduct is causing, and unless enjoined by this Court, will continue to cause Plaintiffs great and irreparable injury that cannot fully be compensated for or measured in money, such that Plaintiffs have no adequate remedy at law. Pursuant to 17 U.S.C. § 502, Plaintiffs are entitled to a permanent

injunction prohibiting further infringements of their exclusive rights under copyright.

COUNT II – Contributory Copyright Infringement

137. Plaintiffs repeat and re-allege each and every allegation in paragraphs 1 through 136 as if fully set forth herein.

138. Roblox's users have reproduced, distributed, adapted, and publicly performed, and continue to reproduce, distribute, adapt, and publicly perform, without authorization various copyrighted works for which Plaintiffs are the legal or beneficial copyright owners, including those copyrighted works listed on **Exhibit A**, and many others. The foregoing activity constitutes direct infringement by Roblox's users in violation of 17 U.S.C. §§ 106 and 501 *et seq*.

139. Roblox is liable as a contributory copyright infringer because it intentionally induces the direct infringement of its users as described above. Roblox instructs users on how to upload unauthorized commercial music to its platform and actively promotes its platform to be used for sharing unauthorized commercial music, including *inter alia* by endorsing games and items designed and promoted with the express object of sharing and performing unauthorized commercial music, repeatedly advertising its platform as a destination for popular commercial music with knowledge that neither it nor its users hold the necessary licenses, and adopting a business model that depends upon a high volume of unauthorized commercial music in order to build its user base and generate greater revenue. Roblox's users engage, and have engaged, in massive amounts of direct infringement as a consequence of Roblox's active involvement in and inducement of the infringement.

140. Roblox is also liable as a contributory copyright infringer because it knows of and materially contributes to the direct infringement of its users as described above. Roblox knows that its platform is being used for rampant copyright infringement, and even has actual and constructive knowledge of

specific instances of infringement and specific users and user groups that have engaged in repeated or flagrant infringement. Roblox's human moderation team furthermore extensively pre-screens and reviews every single audio file containing unauthorized music before allowing it onto the platform, providing Roblox's stamp of approval; thus, Roblox is well aware of the massive levels of infringement that it lets through the gates, including countless specific instances of infringement. Nonetheless, Roblox continues to provide the site and facilities necessary for Roblox users to commit direct infringement, and actively facilitates the infringement, including via the actions described above.

141. As a result, Roblox is contributorily liable for the unlawful infringement of Plaintiffs' copyrighted works, including those listed on **Exhibit A** hereto, in violation of Plaintiffs' exclusive rights under the copyright laws of the United States. The list of works on **Exhibit A** is a non-exhaustive, illustrative list of works infringed and will be amended when discovery reveals additional works infringed.

142. The infringement of Plaintiffs' rights in each of their copyrighted works constitutes a separate and distinct act of infringement.

143. Roblox's acts of infringement are willful, intentional, and purposeful, in disregard of and with indifference to Plaintiffs' rights.

144. As a direct and proximate result of Roblox's infringement of Plaintiffs' copyrights, Plaintiffs are entitled to statutory damages, pursuant to 17 U.S.C. § 504(c), in an amount of up to $150,000 with respect to each work infringed, or such other amounts as may be proper under 17 U.S.C. § 504(c). Alternatively, at Plaintiffs' election, pursuant to 17 U.S.C. § 504(b), Plaintiffs shall be entitled to their actual damages, including Roblox's profits from infringement, as will be proven at trial. Plaintiffs are further entitled to attorneys' fees and costs pursuant to 17 U.S.C. § 505.

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

COUNT III – Vicarious Copyright Infringement

146. Plaintiffs repeat and re-allege each and every allegation in paragraphs 1 through 145 as if fully set forth herein.

147. Roblox's users have reproduced, distributed, adapted, and publicly performed, and continue to reproduce, distribute, adapt, and publicly perform, without authorization, various copyrighted works for which Plaintiffs are the legal or beneficial copyright owners, including those copyrighted works listed on **Exhibit A**, and many others. The foregoing activity constitutes direct infringement by Roblox's users in violation of 17 U.S.C. §§ 106 and 501 *et seq.*

148. Roblox is liable as a vicarious copyright infringer for the direct infringement of its users as described above. Roblox has the right and ability to supervise and control the infringing activities that occur through the use of its platform, and at all relevant times, has derived direct and substantial financial benefits from the infringement of Plaintiffs' copyrighted works occurring on the platform. Nevertheless, Roblox refused, and continues to refuse, to take the steps reasonably available to it to stop or limit the infringement. In particular, Roblox actively monitors and reviews every piece of uploaded content before it is published, and has stringent content guidelines based on what Roblox, in its sole authority, deems is acceptable for and will help its brand, and reserves for itself the contractual right to remove or disable access to infringing material and terminate the accounts of users who repeatedly or egregiously infringe other people's copyrights. Notwithstanding this considerable contractual and practical authority

and active involvement in the content on its platform, Roblox has failed to exercise its authority with respect to the rampant copyright infringement on its platform, because the availability of infringing music, including Plaintiffs' copyrighted works, serves as a major draw for attracting and retaining paying users.

149. As a result, Roblox is vicariously liable for the unlawful infringement of Plaintiffs' copyrighted works, including those listed on **Exhibit A** hereto, in violation of Plaintiffs' exclusive rights under the copyright laws of the United States. The list of works on **Exhibit A** is a non-exhaustive, illustrative list of works infringed and will be amended when discovery reveals additional works infringed.

150. The infringement of Plaintiffs' rights in each of their copyrighted works constitutes a separate and distinct act of infringement.

151. Roblox's acts of infringement are willful, intentional, and purposeful, in disregard of and with indifference to Plaintiffs' rights.

152. As a direct and proximate result of Roblox's infringement of Plaintiffs' copyrights, Plaintiffs are entitled to statutory damages, pursuant to 17 U.S.C. § 504(c), in an amount of up to $150,000 with respect to each work infringed, or such other amounts as may be proper under 17 U.S.C. § 504(c). Alternatively, at Plaintiffs' election, pursuant to 17 U.S.C. § 504(b), Plaintiffs shall be entitled to their actual damages, including Roblox's profits from infringement, as will be proven at trial. Plaintiffs are further entitled to attorneys' fees and costs pursuant to 17 U.S.C. § 505.

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment from this Court against Roblox as follows:

a. For a declaration that Roblox has willfully infringed musical works owned and/or controlled by Plaintiffs in violation of the Copyright Act;

b. For statutory damages pursuant to 17 U.S.C. § 504(c), in an amount up to the maximum provided by law, arising from Roblox's willful violations of Plaintiffs' rights under the Copyright Act; or, in the alternative, at Plaintiffs' election, Plaintiffs' actual damages pursuant to 17 U.S.C. § 504(b), including Roblox's profits from infringement, in an amount to be proven at trial; in all events, in an amount of no less than $200 million;

c. For such equitable relief under Title 17, Title 28, and/or the Court's inherent authority as is necessary to prevent or restrain infringement of Plaintiffs' copyrights, including a permanent injunction requiring that Roblox and its officers, agents, servants, employees, attorneys, directors, successors, assigns, licensees, and all others in active concert or participation with any of them, cease infringing, or causing, aiding, enabling, facilitating, encouraging, promoting, inducing or materially contributing to or participating in the infringement of any of Plaintiffs' exclusive copyright rights, including without limitation in the musical works listed on **Exhibit A**;

d. For an award of Plaintiffs' costs, including reasonable attorneys' fees, pursuant to 17 U.S.C. § 505;

e. For pre-judgment and post-judgment interest at the applicable rate on any monetary award made part of the judgment against Roblox; and

f. For such other and further relief as the Court deems proper.

DATED: June 9, 2021 MITCHELL SILBERBERG & KNUPP LLP

By: /s/ David A. Steinberg
David A. Steinberg
Attorneys for Plaintiffs

JURY DEMAND

Plaintiffs demand a trial by jury.

DATED: June 9, 2021 MITCHELL SILBERBERG & KNUPP LLP

By: /s/ David A. Steinberg
David Steinberg
Attorneys for Plaintiffs

EXHIBIT A

Exhibit A
Examples of Plaintiffs' Musical Compositions Infringed by Roblox

Title of Work	Copyright Registration No.	Plaintiff(s)*
10.8	PA 2-294-804	Zimmerman; Kobalt
1999	PAu 440-507; PA 157-921	Universal
2448	PA 2-055-461	Zimmerman; Kobalt
3005	PA 1-924-016	Universal
3500	PA 2-096-035	Universal
(Rock) Superstar	PA 1-009-112	Universal
(Sittin' On) The Dock Of The Bay	EU 33492; EP 264255; EP 335847; EP 335846; EP 335845; PA 785-964; PAu 2-279-253; PAu 2-069-906; RE 760-653	Universal
0 To 100	PA 1-981-715	Universal
10,000 Hours	PA 2-212-950; PA 2-212-950	Big Machine; Universal
2 Of Amerikaz Most Wanted	PA 1-070-596	Universal
2 Phones	PA 2-082-983	Concord Music
21 Guns	PA 1-653-856	Universal
25 Or 6 To 4	EP 277250; RE 78-292	Spirit
2U	PA 2-081-377	Universal
4 Minutes To Save The World	PA 1-693-172	Universal
5 To 9	PA 1-852-906	Hipgnosis
7 Rings	PA 2-187-265	Concord Music
8Bit	PA 2-294-863	Zimmerman; Kobalt
Achy Breaky Song	PA 534-864; PA 713-892	Universal
Adore You	PA 2-265-129	Concord Music
Ain't Going Down (Til The Sun Comes Up)	PA 675-437	Universal
Ain't No Sunshine	EU 243844; EP 376752; RE 827-146	Universal
Ain't Your Mama	PA 2-061-817	Universal
Airplane Pt 2	PA 2-148-640	Reservoir
Airplanes	PA 1-731-016	Universal
Alien	PA 1-917-964	Universal
Alive	PA 544-549; PA 563-413	Universal
All Around The World	PA 1-850-389	Universal
All Eyez On Me	PA 1-070-609	Universal
All I Do Is Win	PA 2-072-437	Universal
All My Love	PA 1-986-622	Reservoir
All Night Long	PA 218-613	Hipgnosis
All Of The Lights	PA 1-783-122; PA 2-074-360	Universal
All That Matters	PA 1-907-231	Universal
All The Good Girls Go To Hell	PA 2-190-193	Universal
All The Things She Said	PA 1-105-056	Universal
All Those Years Ago	PA 181-849	Concord Music
All Time Low	PA 2-048-482	Universal

* Plaintiffs and Plaintiff groups as defined in the Complaint.

Exhibit A
Examples of Plaintiffs' Musical Compositions Infringed by Roblox

Title of Work	Copyright Registration No.	Plaintiff(s)*
Alone	PA 2-113-448	Universal
Ambitionz Az A Ridah	PA 1-070-592	Universal
American Boy	PA 1-599-813; PA 1-659-161	Reservoir; Universal
American Girl	EU 721156; RE 890-825	Universal
American Pie	EU 284299; EP 295357	Universal
Amerika	PA 1-163-523	Universal
Amish Paradise	PA 705-091; PA 809-516	Universal
Anaconda	PA 2-062-630	Universal
And I Am Telling You I'm Not Going	PAu 365-845; PA 147-794	Universal
Angel Of Death	PA 343-118	Universal
Angels & Demons	PA 2-284-117	Concord Music
Animal	PAu 3-532-360	Concord Music
Animals	PA 1-980-504	Universal
Another Life	PA 2-085-734	Universal
Another Night	PA 795-554	Universal
Another Way Out	PA 1-861-555	Universal
Any Way You Want It	PA 66-904	Hipgnosis
Are Friends Electric	PA 112-329	Hipgnosis
Around The World	PA 895-701	Universal
As Long As You Love Me	PA 1-850-386	Universal
At My Best	PA 2-084-857	Universal
Automatic	PA 202-235	Universal
Away From The Sun	PA 1-120-567	Universal
Ayo	PA 2-063-114; PA 2-094-632	Universal
Ayo Technology	PA 1-645-303	Universal
Baba O'Riley	EP 294048; RE 707-761	Spirit
Babe I'm Gonna Leave You	EU 96055; EP 256803; EP 339000; RE 753-534; PA 1-588-673; PA 550-674; PA 550-704	Universal
Baby	PA 1-703-214	Universal
Baby Boy	PA 1-131-131; PA 1-395-317; PA 1-226-000	Universal
Baby Got Back	PA 594-005	Universal
Baby, I Love Your Way	EU 566872; EP 345532; RE 874-651	Universal
Baby, It's Cold Outside	EU 123945; R631968	MPL
Baby-Baby-Baby	PA 575-632	Hipgnosis
Back In Baby's Arms	EP 173538; RE 547-947	Reservoir
Back To Sleep	PA 2-061-502	Universal
Back To The Streets	PA 2-283-444	Concord Music
Backseat Freestyle	PA 1-855-740	Universal
Bad And Boujee	PA 2-072-685; PA 2-097-856	Reservoir; Universal

* Plaintiffs and Plaintiff groups as defined in the Complaint.

Exhibit A
Examples of Plaintiffs' Musical Compositions Infringed by Roblox

Title of Work	Copyright Registration No.	Plaintiff(s)*
Bad At Love	PA 2-113-520	Universal
Bad Guy	PA 2-190-142	Universal
Bad Liar	PA 2-291-340	Universal
Bad Medicine	PA 378-907	Universal
Bad Moon Rising	EU 110913; RE 750-708	Concord Music
Ballroom Blitz	PAu 66-844	Universal
Band On The Run	EU 454356; RE 864-533	MPL
Barbie Girl	PA 890-830	Universal
Barracuda	EU 789263; EU 791168; EP 373576; RE 910-161; RE 910-167	Universal
Basic Thugonomics	PA 1-293-275	Universal
Battle Scars	PA 1-936-321	Universal
Be Like You (Ft. Broods)	PA 2-182-043	Concord Music
Be My Baby	PA 1-939-320	Universal
Be My Baby	EU 789193; RE 515-815	Universal
Beautiful Crazy	PA 2-215-919	Big Machine
Beauty And A Beat	PA 1-850-375	Universal
Because Of You	PA 1-643-835; PA 1-167-514	Universal
Bedrock	PA 1-835-844	Universal
Beez In The Trap	PA 2-181-713	Reservoir
Behind Blue Eyes	EP 291055; RE 707-770	Spirit
Believer	PA 2-076-951	Universal
Bellyache	PA 2-183-753	Universal
Beware	PA 1-916-151	Universal
Big Bang Theory - Main Title, The	PA 1-598-334; PA 1-598-335	Universal
Bittersweet Symphony	PAu 2-199-365; EU 874313; RE 607-104	ABKCO
Black	PA 544-550; PA 563-412	Universal
Black And White	PA 2-241-176	Hipgnosis
Bleed It Out	PA 1-167-572; PA 1-602-887	Universal
Bleeding Out	PA 1-816-018; PA 1-816-018	Universal
Blessings	PA 2-031-973	Universal
Blinding Lights	PA 2-223-543	Universal
Bodak Yellow	PA 2-247-259; PA 2-084-486	Universal
Bodies	PA 1-962-427	Reservoir
Body Like A Back Road	PA 2-118-582; PA 2-067-268; PA 2-074-696	Spirit
Bon Appetit	PA 2-096-139	Universal
Boo D Up	PA 2-123-747	Peer
Boogie Wonderland	PA 32-747	Universal
Born For This	PA 2-045-685	Peer
Born To Be My Baby	PA 378-908	Universal

* Plaintiffs and Plaintiff groups as defined in the Complaint.

Exhibit A
Examples of Plaintiffs' Musical Compositions Infringed by Roblox

Title of Work	Copyright Registration No.	Plaintiff(s)*
Born To Be Wild	EU 35989; EP 250554	Universal
Both	PA 2-118-637	Universal
Bottoms Up	PA 1-747-296	Universal
Bounce Back	PA 2-070-682	Universal
Boy With Luv	PA 2-200-106	Universal
Boyfriend	PA 1-850-387	Universal
Boys Are Back In Town, The	EU 674600; EP 354602; RE 891-146	Universal
Brass In Pocket	PA 125-821	Hipgnosis
Break Stuff	PA 1-021-053	Universal
Breakfast In America	PA 32-062	Universal
Breaking The Habit	PA 1-256-418	Universal
Breathe On Me	PA 1-219-076	Universal
Bridged By A Lightwave	PA 2-293-410	Zimmerman; Kobalt
Bring It On Home To Me	EP 166883; RE 475-432; EU 719893; RE 475-464	ABKCO
Bring Me To Life	PA 1-152-549	Reservoir
Broccoli	PA 2-047-080	Concord Music; Universal
Bugatti	PA 1-838-849	Universal
Bury A Friend	PA 2-190-083	Universal
Bust A Move	PA 426-796	Concord Music
Buy Me A Boat	PA 2-023-061	Spirit
Buy U A Drank	PA 1-601-621	Reservoir
Buy U A Drank (Shawty Snappin')	PA 1-649-953	Universal
By Myself	PA 2-183-538	Hipgnosis
California Dreamin'	EU 918773; RE 635-860	Universal
California Girls	EU 890216; RE 610-581; EU 212915; RE 775-518; EP 348722; PA 267-943; PA 788-562; PAu 2-079-809	Universal
California Gurls	PA 1-711-654; PA 1-734-423	Concord Music; Universal
Call Casting	PA 2-093-245	Universal
Call You Mine	PA 2-285-554	Reservoir
Called You Twice	PA 2-182-786	Hipgnosis
Camilla	PA 2-294-752	Zimmerman; Kobalt
Candles (Carta Remix)	PA 2-120-345	Concord Music
Candy Shop	PA 1-282-566	Reservoir
Can't Get Enough	PA 2-014-708	Peer
Can't Get Enough	PA 1-779-659	Universal
Can't Stop The Feeling	PA 2-114-951	Universal
Car Wash	EU 706060; RE 891-195; EP 364197; RE 891-356	Universal
Caroline	PA 2-074-686	Universal
Cars	exempt	Hipgnosis

* Plaintiffs and Plaintiff groups as defined in the Complaint.

Exhibit A
Examples of Plaintiffs' Musical Compositions
Infringed by Roblox

Title of Work	Copyright Registration No.	Plaintiff(s)*
Castle	PA 2-059-958	Universal
Castle Of Glass	PA 1-805-745	Universal
Cat Thruster	SR 797-434; PRE 9-229	Zimmerman; Kobalt
Catalyst, The	PA 1-725-628	Universal
Celoso	PA 2-146-335	Concord Music
Cha Cha Slide	PAu 2-515-830; SRu 427-369	Spirit
Chain Hang Low	PAu 2-680-938	Universal
Chain, The	EU 772676	Universal
Change Is Gonna Come, A	EP 276311; RE 586-521; EU 816632; RE 570-151	ABKCO
Channel 43	PA 2-293-391	Zimmerman; Kobalt
Chapters	PA 2-195-811	Big Machine
Chasing Cars	PA 1-990-266	Universal
Check Yes Juliet	PA 1-766-953	Reservoir
Cheers (Drink To That)	PA 1-732-810; PA 1-101-508	Universal
Cherry Bomb	EP 356892; RE 929-039	Peer
Chunky	PA 2-070-320	Universal
Cielito Lindo	E 15235; R633349	Peer
Clarity	PA 1-856-736	Universal
Classic Man	PA 2-082-138; PA 2-084-489	Universal
Clint Eastwood	PA 1-066-504	Universal
Closer	PA 2-064-557	Universal
Coasted	PA 2-241-385	Zimmerman; Kobalt
Cold	PA 2-078-046; PA 2-199-503	Universal
Cold Hearted	PA 422-660	Downtown
Cold Water	PA 2-055-176	Universal
Colors	PA 2-059-980	Universal
Come Sail Away	EU 828640; EP 376043; RE 910-690	Universal
Coming Home	PA 1-751-168	Universal
Company	PA 2-083-590	Universal
Congratulations	PA 2-081-028	Universal
Contra La Pared	PA 2-177-579	Concord Music
Control	PA 2-060-006	Universal
Controlla	PA 2-062-984	Universal
Coolin And Booted	PA 2-084-512	Universal
Copycat	PA 2-183-782	Universal
Cotton Eye Joe	PA 914-439	Concord Music
Crawling	PA 1-092-510	Universal
Crazy	PA 1-165-223; PA 1-339-649	Universal
Crazy Arms	EU 414760; RE 170-976; EU 449184; RE 205-608; EP 102761; RE 204-817	Universal
Crazy On You	EU 696828; RE 892-424	Universal

* Plaintiffs and Plaintiff groups as defined in the Complaint.

Exhibit A
Examples of Plaintiffs' Musical Compositions Infringed by Roblox

Title of Work	Copyright Registration No.	Plaintiff(s)*
Criminal	PA 1-767-537	Universal
Cry Me A River	PA 1-133-262	Reservoir; Universal
Crying In The Club	PA 2-083-444	Universal
Cuaderno	PA 2-251-336	Concord Music
Cuando Calienta El Sol	EFO 83228; RE 447-217; PA 146-583	Peer
Cupid Shuffle	PA 2-252-926	Concord Music
Cure For The Itch	PA 1-092-516	Universal
Daddy	PA 2-012-322	Universal
Dancing's Not A Crime	PA 2-144-087	Hipgnosis
Dangerously	PA 2-103-008	Universal
Day N Nite	PA 1-692-981	Universal
Day-O	EU 411172; RE 177-461	Reservoir
Dead Bite	PA 1-861-553	Universal
Deadz	PA 2-083-328	Universal
Dear Mama	EU 529309; PA 773-741	Universal
Dear Maria, Count Me In	PA 1-675-977	Universal
Demons	PA 1-796-478	Universal
Despacito (Ft. Justin Bieber) (Remix)	PA 2-080-459; PA 2-079-925	Universal
Dessert (Feat. Silanto - Remix)	PA 2-182-661	Spirit
Deus Ex Machina	SR 797-434; PRE 009-229	Zimmerman; Kobalt
Devil In Me	PA 2-113-528	Universal
Devil Went Down To Georgia, The	PAu 84-340	Universal
Disco Inferno	PA 853; RE 916-794	Reservoir
Disco Inferno	PA 1-298-497	Universal
Distraction	PA 2-068-812	Universal
Disturbia	PA 1-692-669	Universal
Do For Love	PA 1-385-081	Universal
Does Anybody Really Know What Time It Is	EU 117486; RE 756-215	Spirit
Does To Me	PA 2-235-200	Big Machine
Dog Days Are Over	PA 1-892-802	Universal
Doin' Time	PA 813-744; PA 916-704	Universal
Don't Be Gone Too Long	PA 1-943-417; PA 2-052-039; PA 2-090-392	Universal
Don't Close Your Eyes	PA 363-698	Universal
Don't Look Back	PA 14-789; PAu 52-500	Universal
Don't Mind	PA 2-047-004; PA 2-048-732	Universal
Don't Stay	PA 1-256-411	Universal
Don't Stop	EU 713074; RE 904-499	Universal
Don't Stop Believin'	PA 111-968	Hipgnosis

* Plaintiffs and Plaintiff groups as defined in the Complaint.

Exhibit A
Examples of Plaintiffs' Musical Compositions Infringed by Roblox

Title of Work	Copyright Registration No.	Plaintiff(s)*
Don't Tell 'Em	PA 2-062-936	Universal
Don't Wanna Know	PA 2-074-281	Universal
Don't Wanna Write This Song	PA 2-195-421	Big Machine
Don't Worry Be Happy	PAu 1-053-089	Universal
Dora The Explorer Theme	PA 1-161-936	Universal
Down	PA 2-066-308	Universal
Down	PA 2-126-190	Universal
Down On The Corner	EU 149503; RE 750-716	Concord Music
Draco	PA 2-074-846	Universal
Drama Free (Feat. Lights)	PA 2-294-794	Zimmerman; Kobalt
Dream Is Collapsing	PA 1-732-081	Universal
Drone	PA 2-161-820	Hipgnosis
Drop It Like It's Hot	PA 1-160-179	Universal
Drowning	PA 2-120-293	Reservoir
Dynamite Radio Edit	PA 1-396-952; PA 1-720-607	Concord Music
Earned It (Fifty Shades Of Grey)	PA 1-989-294; PA 1-968-800	Universal
Easier To Run	PA 1-256-414	Universal
Eenie Meenie	PA 1-703-249	Universal
Electric Love	PA 1-991-514	Concord Music
Electricity	PA 2-182-820	Spirit
Eminence Front	PA 152-030	Spirit
Enemies	PA 2-233-908	Universal
Euphoria	PA 2-226-390	Universal
Ever Since New York	PA 2-085-466	Universal
Every Little Step	PA 406-142	Hipgnosis
Everybody Have Fun Tonight	PA 323-913	Spirit
Everybody Hurts	PA 593-748	Universal
Everybody Talks	PA 1-811-165	Concord Music
Everyday	PA 2-065-676	Universal
Everyday We Lit (Remix)	PA 2-262-109	Universal
Everything Black	PA 2-183-736	Spirit
Everything I Wanted	PA 2-223-334	Universal
Everywhere I Go	PA 1-793-066	Universal
Eye Of The Tiger	PA 141-854	Concord Music
Eyes Closed	PA 2-079-924; PA 2-113-443	Universal
Faint	PA 1-256-417	Universal
Fake Love	PA 2-065-840	Universal
Fancy	PA 1-981-024; PA 1-967-653; PA 1-939-546	Universal
Fanfare For The Common Man	EP 126802; R516701	Concord Music
Father Of 4	PA 2-291-810	Reservoir

* Plaintiffs and Plaintiff groups as defined in the Complaint.

Exhibit A
Examples of Plaintiffs' Musical Compositions Infringed by Roblox

Title of Work	Copyright Registration No.	Plaintiff(s)*
Feeling, The	PA 2-035-639; PA 2-021-403; PA 2-013-800	Universal
Feelings	PA 1-947-809	Universal
Feels	PA 2-092-077	Universal
Fefe	PA 2-285-247; PA 2-147-038	Universal
Fighter	PA 1-143-426	Reservoir
Figure.09	PA 1-256-419	Universal
Fine Again	PA 1-144-447	Reservoir
Finesse	PA 2-159-866	Reservoir
Firebird	PA 2-087-561; PA 1-999-871; PA 1-991-086	Universal
Fireflies	PA 1-692-976	Universal
Firework	PA 1-716-006	Peer
Flawless (Remix)	PA 2-026-184	Universal
Fly	PA 1-745-306	Universal
Foggy Mountain Breakdown (Old Deal)	EU 196654; R661395	Peer
Follow The Leader	PA 1-824-919	Universal
Fool For You	PA 2-134-341; PA 2-133-279; PA 2-065-629	Universal
For Sentimental Reasons	EU 438325; EP 8423; EP 121619; RE 290-639	Universal
Forever And Ever Amen	PA 375-440	Universal
Fortunate Son	EU 149502; RE 750-717	Concord Music
Free Bird	EU 450840; RE 838-872; RE 852-176	Universal
Fresh Prince Of Bel-Air	PAu 1-887-849	Universal
Friday	PA 762-475	Universal
Friends - Main Title	PA 763-522	Universal
Friends In Low Places	PA 485-587	Universal
From The Inside	PA 1-256-421	Universal
Fuck Love	PA 2-095-667	Universal
Fun, Fun, Fun	EU 807824; RE 574-318	Universal
Future Days	PA 1-885-383	Universal
Galway Girl	PA 2-168-684	Spirit
Gangnam Style	SR 717-289	Universal
Gangsta	PA 2-076-983	Universal
Gangsta's Paradise	PA 823-702; PA 705-091	Universal
Gasoline	PA 2-060-004	Universal
Gateway Drug	PA 2-068-598	Universal
GDFR	PA 1-938-177	Universal
Genius Of Love	PA 118-398	Universal
Gentleman	PA 2-031-793	Universal

* Plaintiffs and Plaintiff groups as defined in the Complaint.

Exhibit A
Examples of Plaintiffs' Musical Compositions Infringed by Roblox

Title of Work	Copyright Registration No.	Plaintiff(s)*
Get Back Up Again	PA 2-114-955	Universal
Get Low	PA 1-241-884	Reservoir
Get Off Of My Cloud	EP 274902; RE 608-086; EU 909853; RE 608-864	ABKCO
Get Right Witcha	PA 2-093-253	Universal
Get Ugly	PA 2-008-565	Universal
Getting In Tune	EP 294053; RE 707-768	Spirit
Ghetto Gospel	PA 1-269-944; PA 1-323-618	Universal
Ghost	PA 2-092-074	Universal
Gimme More	PA 1-632-033; PA 1-680-545	Reservoir; Universal
Gimme Shelter	EP 272711; RE 773-951; EU 154592; RE 744-881	ABKCO
Gimme Three Steps	EP 372687; RE 852-068; EU 448562; RE 851-733	Universal
Girls Like You	PA 2-138-332; PA 2-138-734	Concord Music; Universal
Give Me Everything	PA 1-820-420	Universal
Given Up	PA 1-167-570; PA 1-602-906	Universal
Glamorous	PA 1-370-493	Universal
Glory Box	PA 923-602	Universal
Go Off	PA 2-139-041	Universal
God Only Knows	EU 948189; RE 662-431	Universal
God's Plan	PA 2-274-324; PA 2-239-332	Universal
Going Under	PA 1-152-548	Reservoir
Gold	PA 1-999-938	Universal
Golden	PA 2-250-726	Concord Music
Good Boy	PA 1-938-179	Universal
Good Hearted Woman	EP 294817; RE 664-954	Universal
Good Life	PA 2-139-507	Universal
Good Time	PA 1-821-138	Universal
Good Vibrations	EU 964030; RE 654-512	Universal
Goodbye Stranger	PA 32-061	Universal
Goosebumps	PA 2-083-128	Universal
Grass Ain't Greener	PA 2-067-121; PA 2-072-856	Universal
Greased Lightnin'	EP 308775; PA 19-144	MPL
Green River	EU 126338; RE 750-710	Concord Music
Grind With Me	PA 1-296-858; PA 1-352-603	Universal
Guillotine	PA 2-048-490; PA 2-041-611	Universal
Guwop	PA 2-082-209	Universal
Hair	PA 2-026-347; PA 2-009-594	Universal
Hair Up	PA 2-129-535	Universal
Hall Of Fame	PA 1-828-622	Universal

* Plaintiffs and Plaintiff groups as defined in the Complaint.

Exhibit A
Examples of Plaintiffs' Musical Compositions Infringed by Roblox

Title of Work	Copyright Registration No.	Plaintiff(s)*
Hard 2 Face Reality (Feat. Justin Bieber & Jay Electronica)	PA 2-284-636	Universal
Hard To Say I'm Sorry	PA 142-242; PA 150-383	Peer
Harvest Moon	PAu 1-666-226	Hipgnosis
Havana	PA 2-198-007	Reservoir
Havana (No Rap Version)	PA 2-198-007; PA 2-216-511	Concord Music
Have You Ever Seen The Rain?	EU 222228; RE 667-213	Concord Music
Haxpigmeow	PA 2-069-309	Zimmerman; Kobalt
Head & Heart	PA 2-258-901	Spirit
Head Above Water	PA 2-170-911	Universal
Head Like A Hole	PA 709-514	Concord Music
Headlines	PA 1-828-499; PA 1-793-879; PA 1-788-641	Universal
Heartless	PA 2-229-148	Big Machine
Heartless	PA 1-902-142; PA 1-652-500	Universal
Heaven Must Be Missing An Angel	EU 676024; PA 13-343	Universal
Hello, Dolly!	EU 796188; RE 518-209; EP 183268; RE 517-256	MPL
Help Me Rhonda	EU 868745; RE 610-558	Universal
Here	PA 2-120-419; PA 2-049-195	Universal
Here Comes The Sun	EF 34994; RE 782-130	Concord Music
Here Comes Your Man	PA 608-985	Universal
Here Without You	PA 1-120-571	Universal
Hero	PA 1-882-311	Peer
Heroes (We Could Be)	PA 1-995-059	Universal
Heroes And Villains	EU 2476; RE 688-203	Universal
Hey Brother	PA 1-932-523	Universal
Hey Mama	PA 1-989-993	Universal
Hey Mami	PA 1-992-052	Hipgnosis
Hey There	PA 2-086-273	Universal
High Hopes	PA 2-144-483	Hipgnosis
Higher	PA 969-201	Reservoir
Him & I	PA 2-119-248	Universal
Hips Don't Lie	PA 1-367-687	Concord Music
Ho Hey	PA 1-824-568	Kobalt
Hold It Against Me	PA 1-732-948; PA 1-396-974	Concord Music
Hold On I'm Comin'	EU 928718; RE 654-638; EP 246262; RE 734-375	Universal
Hold The Line	PA 47-013	Spirit
Holiday	PAu 505-502; PAu 905-744	Spirit
Holy Grail	PA 1-941-188; PA 1-878-255	Universal

* Plaintiffs and Plaintiff groups as defined in the Complaint.

Exhibit A
Examples of Plaintiffs' Musical Compositions Infringed by Roblox

Title of Work	Copyright Registration No.	Plaintiff(s)*
Honky Tonk Women	EP 274903; EU 125715; RE 744-872	ABKCO
Hookah	PA 1-913-032	Universal
Hostage	PA 2-183-777	Universal
Hot Girl Summer (Feat. Nicki Minaj & Ty Dolla $ign)	PA 2-250-916	Concord Music
Hotline Bling	PA 2-239-334	Universal
How Can You Mend A Broken Heart	EU 268203; RE 728-547	Universal
How I Could Just Kill A Man	PA 796-241	Universal
How Many Times	PA 2-065-418	Universal
Hunter	PA 2-092-147	Concord Music; Universal
Hurricane	PA 2-092-069	Universal
Hurricane	PA 2-076-980	Universal
Hush Hush	PA 1-612-724	Universal
Hype	PA 2-062-981	Universal
Hypnotize	PA 785-009	Universal
I Ain't The One	EU 448564; RE 844-240; EU 448564; RE 851-735	Universal
I Believe I Can Fly	PA 848-248	Universal
I Can't Get Enough	PA 2-176-143	Concord Music
I Could Fall In Love	PA 762-316	Reservoir
I Don't Care	PA 2-185-003	Universal
I Don't Know Why	PA 2-126-621	Universal
I Don't Mind	PA 1-997-291; PA 1-956-327	Universal
I Don't Want To Set The World On Fire	EU 218115; R428802	MPL
I Fall Apart	PA 2-137-390	Universal
I Get Around	EU 821071; PAu 2-079-503	Universal
I Got The Keys	PA 2-067-633; PA 2-045-121	Universal
I Have Nothing	PA 629-301; PAu 1-594-862	Peer
I Know	PA 2-032-004	Universal
I Know What You Did Last Summer	PA 2-026-117	Universal
I Know You Want Me	PA 1-733-983	Spirit
I Like It	PA 2-167-683; PA 2-153-433	Universal
I Luv It	PA 2-082-463	Universal
I Miss You	PA 1-243-932	Universal
I Wanna Dance With Somebody (Who Loves Me)	PAu 901-755; PA 343-550; PAu 985-995	Universal
I Wanna Rock	PA 226-793	Universal
I Want A Hippopotamus For Christmas	EP 75804; RE 84-409	MPL

* Plaintiffs and Plaintiff groups as defined in the Complaint.

Exhibit A
Examples of Plaintiffs' Musical Compositions Infringed by Roblox

Title of Work	Copyright Registration No.	Plaintiff(s)*
I Want Candy	EU 884335; RE 647-753	MPL
I Will Survive	PAu 47-934; PAu 129-011; PA 41-104; PA 428-721	Universal
I Wonder Why	EU 513041; V1957P110	Spirit
Ice Cream	PA 2-268-882	Reservoir
Idol	PA 2-151-331	Reservoir
Idontwannabeyouanymore	PA 2-183-785	Universal
If I Were A Boy	PAu 3-358-950; PA 2-067-654	Universal
If You Leave Me Now	EU 694744; RE 904-428	Universal
Ignition	PA 1-130-236	Universal
Ilomilo	PA 2-190-184	Universal
I'm So Sorry	PA 1-999-953	Universal
I'm The One	PA 2-080-162; PA 2-141-034	Universal
I'm Too Sexy	PA 550-414	Spirit
I'm Your Baby Tonight	PA 486-225	Hipgnosis
Imaginary Friends	SR 797-434; PRE 009-229	Zimmerman; Kobalt
Imma Be	PA 1-682-852	Reservoir; Universal
In Case You Didn't Know	PA 2-015-042	Big Machine
In My Blood	PA 2-128-764	Hipgnosis
In My Feelings	PA 2-158-240	Peer; Universal
In My House	PA 241-468	Hipgnosis
In The End	PA 1-092-513	Universal
In The Mood	EP 82707; EU 168986; R362720	Reservoir
In The Wee Small Hours Of The Morning	EP 89080; RE 128-808; RE 124-437	MPL
Informer	PA 608-912; PA 781-849; PA 781-849; PA 786-440	Universal
Intentions	PA 2-236-318; PA 2-247-882	Peer; Universal
Invisible Touch	PA 293-897	Concord Music
Iridescent	PA 1-725-626	Universal
Irobot	PA 2-043-103	Hipgnosis
Ironic	PA 705-736	Universal
Is There Somewhere	PA 2-092-070	Universal
Islands In The Stream	PA 188-026; PAu 486-704	Universal
Isolation	PA 323-169	Universal
It's Beginning To Look Like Christmas	EU 236708; RE 10-751	MPL
It's Not My Time	PA 1-694-337	Universal
It's The End Of The World As We Know It	PA 343-481	Universal
It's The Hard-Knock Life	EP 373856; PA 62-285	MPL

* Plaintiffs and Plaintiff groups as defined in the Complaint.

Exhibit A
Examples of Plaintiffs' Musical Compositions Infringed by Roblox

Title of Work	Copyright Registration No.	Plaintiff(s)*
It's Up To You	EU 492435; RE 861-046	Reservoir
Jaws Main Title	RE 874-834; EU 598707	Universal
Jaws Theme Swimming	PA 1-160-998	Universal
Jeremy	PA 563-408; PA 544-554	Universal
Jet	EU 454355; RE 864-534	MPL
John Wayne	PA 2-134-445	Concord Music
Jump [Feat. Nelly Furtado] - Malinchak Club Mix	PA 1-734-047; PA 1-670-549	Concord Music
Jump Out The Window	PA 2-070-675	Universal
Jurassic Park	PA 625-931	Universal
Just Can't Get Enough	PA 1-771-849	Hipgnosis
Just The Way You Are	PA 1-725-672	Universal
Keke	PA 2-285-902	Reservoir
Kelly Price	PA 2-097-857	Universal
Kid Charlemagne	EU 679291; RE 891-480	Universal
Kill, The	PA 1-630-065	Universal
King Of The Fall	PA 1-956-658	Universal
Kiss	PA 284-474	Universal
Kiss It Better	PA 2-084-144	Universal
Knees	PA 2-152-282	Spirit
Kryptonite	PA 999-801	Universal
L.A. Love (La La)	PA 1-932-653	Universal
La Camisa Negra	PAu 2-900-683	Peer
Last Resort	PA 960-732	Reservoir
Lay Up	PA 2-085-232	Universal
Lean On	PA 1-986-623	Reservoir
Lean On Me	EU 319523; RE 832-583; EP 304954; RE 832-582	Universal
Leave Me Alone	PA 2-161-833	Hipgnosis
Leave Out All The Rest	PA 1-167-571	Universal
Leaving On A Jet Plane	EP 236284; RE 704-907; PA 24-044	Reservoir
Legacy	PA 1-965-059; PA 1-882-554	Universal
Let Go (Feat. Grabbitz)	PA 2-059-906	Zimmerman; Kobalt
Let Me Love You	PA 1-256-557	Reservoir
Let Me Love You	PA 2-065-686	Universal
Let Me Love You	PA 2-076-794	Universal
Let Me Roll It	EU 454352; RE 864-537	MPL
Let My Love Open The Door	PAu 195-123	Spirit
Let There Be Love	PA 1-824-960	Concord Music
Let's Go Crazy	PAu 613-658; PA 217-248	Universal
Life Is A Highway	PA 683-569	Universal
Life Is Good	PA 2-250-830	Concord Music

* Plaintiffs and Plaintiff groups as defined in the Complaint.

Exhibit A
Examples of Plaintiffs' Musical Compositions Infringed by Roblox

Title of Work	Copyright Registration No.	Plaintiff(s)*
Life Of The Party	PA 1-965-413	Hipgnosis
Lifestyle	PA 1-913-020	Universal
Light It Up	PA 2-019-811	Universal
Like I Would	PA 2-134-506; PA 2-133-288	Universal
Lithium	PA 1-351-917	Reservoir
Little Honda	EP 350497; RE 874-449; EU 824989; RE 574-325; PA 211-074	Universal
Little Saint Nick	EU 802512; RE 525-586	Universal
Live And Let Die	EF 38046; RE 834-698	MPL
Livin' On A Prayer	PA 305-252; PAu 872-474	Universal
Locked Away	PA 2-157-426; PA 1-994-385; PA 2-007-522	Universal
Lollipop (Candyman)	PA 890-835	Universal
Lolly	PA 1-908-720	Universal
Lonely	PA 2-258-898	Spirit
Long Gone	PA 238-137	Universal
Look What You Made Me Do	PA 2-087-339	Spirit
Losing My Religion	PA 541-342	Universal
Lost In The Echo	PA 1-805-740	Universal
Love Galore	PA 2-251-845	Universal
Love Me Do	EF 28620; RE 483-070	MPL
Love On Me	PA 2-178-779; PA 2-181-954	Concord Music; Universal
Love The Way You Lie	PA 1-730-976	Universal
Love Yourself	PA 2-083-662	Universal
Lovely	PA 2-169-255	Universal
Lovin' It	PA 1-881-407	Universal
Low	PA 1-633-047	Universal
Low Life	PA 2-053-118; PA 2-033-875	Universal
Loyal (West Coast Version)	PA 1-912-901	Universal
Lucky Strike	PA 1-810-804	Universal
Lumos! (Hedwig's Theme)	PA 1-224-124; PA 1-066-735	Universal
Lying From You	PA 1-256-415	Universal
M.I.L.F. $	PA 2-125-332; PA 2-051-954	Universal
Mad Hatter	PA 2-101-209	Universal
Magic	PA 1-942-605	Universal
Major Tom (Voellig Losgeloest)	PA 163-488; PA 182-909	Peer
Make My Love Go	PA 2-107-485	Concord Music
Mama	PA 2-294-997; PA 2-141-536	Universal
Mama Said	PA 2-037-066	MPL
Mambo No. 5	PA 968-419	Peer
Man In The Mirror	PA 343-903	Universal
Maneater	PA 1-597-058; PA 1-164-461	Reservoir

* Plaintiffs and Plaintiff groups as defined in the Complaint.

Exhibit A
Examples of Plaintiffs' Musical Compositions
Infringed by Roblox

Title of Work	Copyright Registration No.	Plaintiff(s)*
Marry Me	PA 1-896-439	Universal
Marvin's Room	PA 1-788-784; PA 1-793-876	Universal
Me and My Guitar	PA 2-295-011	Reservoir
Me And Your Mama	PA 2-063-050	Universal
Me Too	PA 2-068-772	Universal
Me, Myself & I	PA 2-090-076	Universal
Me, Myself, and I	PA 1-208-969	Reservoir
Meant To Be	PA 2-105-522	Spirit
Meet Me Halfway	PA 1-686-136	Reservoir
Mercy	PA 2-082-652; PA 2-020-969	Hipgnosis; Universal
Mercy.1	PA 1-913-931	Universal
Metal	exempt	Hipgnosis
Mi Gente	PA 2-236-423	Universal
Middle Child	PA 2-185-641	Reservoir
Midnight Sky	PA 2-268-897	Reservoir
Milkshake	PA 1-158-583	Universal
Million Reasons	PA 2-084-003; PA 2-081-449; PA 2-119-030	Concord Music
Mirrors	PA 1-843-851	Universal
Missing	PAu 2-789-152	Reservoir
Mississippi Queen	EU 170621; RE 780-128; EP 275560; RE 780-385	Universal
Mister Sandman	EP 84131; RE 116-499; EU 361400; RE 118-016	MPL
Mistletoe	PA 1-780-233	Universal
Mmm Yeah	PA 1-917-636	Universal
Monophobia (Feat. Rob Swire)	PA 2-294-838	Zimmerman; Kobalt
Monster Mash	EU 737324; EP 313582; RE 474-679	Reservoir
Monster, The	PA 1-965-626	Universal
Mooo!	PA 2-289-604	Reservoir
More Than A Feeling	EU 625326; EU 706122; EP 368076	Universal
More Than A Woman	EU 761685; PAu 118-215; PAu 618-255; EP 377416; PA 37-370; PA 209-607	Universal
Most Beautiful Girl In The World, The	PAu 1-832-359; PA 692-506	Universal
Mother's Little Helper	EP 274943; EU 922163; RE 662-929	ABKCO
Motive	PA 2-268-906	Reservoir
Moves	PA 2-070-662	Universal
Moves Like Jagger	PA 1-801-572	Universal
Mr. Brightside	PA 1-349-355	Universal
Muddy Waters	PA 2-063-585	Universal

* Plaintiffs and Plaintiff groups as defined in the Complaint.

Exhibit A
Examples of Plaintiffs' Musical Compositions Infringed by Roblox

Title of Work	Copyright Registration No.	Plaintiff(s)*
My Boy	PA 2-183-774	Universal
My Demons	PA 1-974-388	Concord Music
My Favorite Things	EP 134313; PA 1-319-165	Concord Music
My Funny Valentine	EP61055; R333857	Concord Music
My Immortal	PA 1-152-551	Reservoir
My Last Breath	PA 1-152-557	Reservoir
My Love	EU 98880; RE 840-028	MPL
My Love	PA 1-165-055	Universal
My Opinion	PA 2-069-309	Zimmerman; Kobalt
My Prerogative	PA 518-057; PA 400-857; PA 422-094; PA 446-461	Universal
My Shot	PA 1-989-276; PA 1-398-329	Universal
My Sweet Lord	EU 212236; RE 782-134; EP 283208; RE 793-147	Concord Music
My Type	PA 2-192-082	Reservoir
Narcos	PA 2-122-839; PA 2-130-081	Universal
Natural	PA 2-147-040	Universal
Nav	PA 2-115-235	Universal
Neutron Dance	PA 202-232	Universal
Never Be The Same	PA 2-182-392	Spirit
New Americana	PA 2-059-974	Universal
New Divide	PA 1-677-173	Universal
New Face	PA 2-142-088	Universal
New Flame	PA 2-052-785	Universal
Nice For What	PA 2-230-647	Universal
Nieves De Enero	EF 28653; R648588	Peer
Niggas In Paris	PA 1-816-380	Universal
Nights With You	PA 2-230-647; PA 2-148-487	Universal
Nineteen Hundred And Eighty Five	EU 454349; RE 864-539	MPL
Ninety-Six Tears (96 Tears)	EU 963169; RE 654-996	ABKCO
No Brainer	PA 2-171-844	Universal
No Broken Hearts	PA 2-074-858	Universal
No Diggity	PA 839-312	Universal
No Frauds	PA 2-084-540	Universal
No Limit	PA 2-076-944	Universal
No Money	PA 2-037-347; PA 2-064-688; PA 2-239-005	Concord Music
No More Sorrow	PA 1-167-576; PA 1-602-921	Universal
No Pressure	PA 2-009-770	Universal
No Problem	SR 797-434; PRE 009-229	Zimmerman; Kobalt
No Problem	PA 2-072-831	Reservoir

* Plaintiffs and Plaintiff groups as defined in the Complaint.

Exhibit A
Examples of Plaintiffs' Musical Compositions Infringed by Roblox

Title of Work	Copyright Registration No.	Plaintiff(s)*
No Promises	PA 2-085-720	Universal
No Role Modelz	PA 1-975-907	Universal
No Sense	PA 2-083-497	Universal
No Vaseline	PA 1-100-340	Universal
Nobody's Listening	PA 1-256-420	Universal
Non, Je Ne Regrette Rien	EF 29988; RE 394-569	Reservoir
Nosedive	PA 2-294-756	Zimmerman; Kobalt
Not Fade Away	EU 498473; RE 251-159	MPL
Nothing Compares 2 U	PA 261-000	Universal
Now And Later	PA 2-096-995; PA 2-216-974	Universal
Now Or Never	PA 2-113-458	Universal
Numb	PA 1-256-412	Universal
Nuthin' But A G Thang	PA 683-749	Universal
Ocean Avenue	PA 1-158-187	Universal
Ocean Front Property	PA 320-198	Universal
Oh Daddy	EU 713075; RE 904-500	Universal
Old Time Rock & Roll	EP 375950; RE 931-306	Peer
Old Town Road (Remix)	PA 2-189-628	Universal
On Top Of The World	PA 1-796-480	Universal
One Dance	PA 2-268-917	Universal
One Kiss	PA 2-150-084	Universal
One More Light	PA 2-085-244	Universal
One More Night	PA 1-810-344	Universal
One Night	PA 2-191-513	Universal
One Number Away	PA 2-084-954; PA 2-142-410	Concord Music
One Step Closer	PA 1-092-507	Universal
One Thing	PA 1-195-794	Reservoir
One Time	PA 2-020-173	Universal
Open Arms	PA 111-977	Hipgnosis
Ophelia	PA 2-060-672	Kobalt
Orange Crush	PA 417-645	Universal
Other Side, The	PA 1-850-843; PA 1-896-442	Universal
Oui	PA 2-062-913	Universal
Out Of Time	EP 274942; EU 951558; RE 662-944	ABKCO
Outrageous	PA 1-158-594	Universal
Over	PA 1-732-164; PA 1-720-829; PA 1-764-236	Universal
Paint It Black	EP 274904; EU 938855; RE 662-938	ABKCO
Panini	PA 2-220-460	Universal
Papercut	PA 1-092-506	Universal
Paralyzer	PA 1-372-683	Reservoir
Part Of Me	PAu 3-574-141	Concord Music

* Plaintiffs and Plaintiff groups as defined in the Complaint.

Exhibit A
Examples of Plaintiffs' Musical Compositions Infringed by Roblox

Title of Work	Copyright Registration No.	Plaintiff(s)*
Party	PA 2-074-473	Universal
Party Favor	PA 2-183-759	Universal
Party Hard	PA 1-105-771	Universal
Party Rock Anthem	PA 1-824-164	Universal
Pata Pata	EP 238344; RE 887-080	Concord Music
Payphone	PA 1-810-822	Universal
Peanut Butter Jelly	PA 1-991-022; PA 2-004-255; PA 1-999-867; PA 2-087-569	Concord Music; Universal
Peg	EU 811349; EP 380417; RE 910-218	Universal
Perm	PA 2-070-323	Universal
Photograph	PA 2-158-284	Spirit
Pick Up The Phone	PA 2-065-781	Concord Music
Pinball Wizard	EU 109526; RE 744-870	Spirit
Pitches Love Me	PA 2-294-766	Zimmerman; Kobalt
Place For My Head, A	PA 1-092-514	Universal
Play With Fire	EP 296921; EU 874314; RE 662-376; PAu 1-489-708	ABKCO
Pledging My Love	EU 351083; EP 86776; RE 141-639; RE 189-990	Universal
Points Of Authority	PA 1-092-509	Universal
Polyphobia	PA 2-294-805	Zimmerman; Kobalt
Pomegranate	PA 2-293-379	Concord Music; Zimmerman; Kobalt
Pony	PA 865-915; PA 839-501	Reservoir
Portland	PA 2-120-709	Universal
Post To Be	PA 2-045-080	Universal
pov	PA 2-269-033	Reservoir
Power	PA 2-065-784	Universal
Power	PA 2-080-834	Universal
Pretty Girls	PA 1-993-004	Universal
Promiscuous	PA 1-164-460; PA 1-367-878	Reservoir; Universal
Provide Feat Chris Brown & Mark Morrison	PA 2-293-012	Concord Music
Pullin Up	PA 2-018-334; PA 2-050-926	Universal
Pump It Harder	PA 1-723-093	Universal
Pure Water	PA 2-177-065	Universal
Purple Rain	PAu 613-664; PA 217-254	Universal
Pusher Love Girl	PA 1-843-849	Universal
Pushing Me Away	PA 1-092-517	Universal
Queen's Speech 5	PA 2-085-682	Spirit
Radioactive	PA 1-796-477	Universal
Raf	PA 2-139-770	Universal

* Plaintiffs and Plaintiff groups as defined in the Complaint.

Exhibit A
Examples of Plaintiffs' Musical Compositions Infringed by Roblox

Title of Work	Copyright Registration No.	Plaintiff(s)*
Rain On Me	PA 2-282-535; PA 2-283-423	Concord Music
Raining Blood	PA 343-127	Universal
Raspberry Beret	PA 255-668; PAu 705-005	Universal
Rave On	EU 506585; RE 251-148	MPL
Ready Or Not	PA 809-404; PA 1-824-069	Reservoir
Real Wild Child	EU 514372; EP 122746; RE 291-552	MPL
Redbone	PA 2-063-056	Universal
Reeling In The Years	EU 353008; RE 823-112	Universal
Remember The Name	PA 1-163-444	Universal
Reminder	PA 2-082-970	Universal
Renegade	PA 16-571	Universal
Renegades	PA 1-995-174	Universal
Replay	PA 1-888-070; PA 1-860-099	Spirit; Universal
Revelations 19:1	PAu 728-420	Peer
Rhythm Of The Night	PA 244-263; PA 244-350	Universal
Ric Flair Drip	PA 2-106-881	Reservoir
Riders In The Sky (A Cowboy Legend)	EP 35345; R629764	MPL
Ridin	PA 1-317-544	Universal
Right Here	PA 1-850-381	Universal
Ring of Fire	EP 167400; RE 498-587	Reservoir
Ripped Pants	PA 1-015-906	Universal
River	PA 2-023-410	Universal
Rock Your Body	PA 1-133-266	Universal
Rocky Mountain High	PAu 3-059-749	Reservoir
Rocky Mountain Way	EP 317928; RE 834-982; EU 416549; RE 837-425	Universal
Rolex	PA 1-937-660	Universal
Roller Coaster	PA 2-238-861	Hipgnosis
Rollin' (Air Raid Vehicle)	PA 1-034-554	Universal
Romeo And Juliet	PA 86-719	Universal
Rosanna	PA 145-697	Spirit
Ruby Tuesday	EP 274898; EU 979080; RE 687-141	ABKCO
Ruff Ryder's Anthem	PA 707-220	Universal
Run	PA 1-994-133	Universal
Run It!	PA 1-299-253; PA 1-286-202	Reservoir
Run Through The Jungle	EU 173738; RE 667-202	Concord Music
Run-Around	PA 734-714	Concord Music
Runaway	PA 1-092-511	Universal
Runaway (U & I)	PA 1-987-640; PA 1-999-881; PA 2-087-567	Concord Music; Universal
Sabor A Mi	EFO 69209; RE 339-844	Peer

* Plaintiffs and Plaintiff groups as defined in the Complaint.

Exhibit A
Examples of Plaintiffs' Musical Compositions Infringed by Roblox

Title of Work	Copyright Registration No.	Plaintiff(s)*
Safety Dance, The	PA 413-304; PA 444-999	Universal
Sandstorm	PA 981-355	Universal
Satisfaction, (I Can't Get No)	EP 205954; EU 887593; PAu 2-548-510; RE 607-110; RE 607-121	ABKCO
Satisfied	PA 2-203-202	Concord Music; Hipgnosis
Savage (Feat. Beyonce)	PA 2-251-048	Concord Music
Saved	PA 2-294-758	Zimmerman; Kobalt
Say Say Say	PA 190-207; PA 213-996	MPL
Say Something	PA 1-846-423; PA 1-297-885	Universal
Say You Won't Let Go	PA 2-065-909; PA 2-085-493	Universal
Scared Of Lonely	PA 1-621-894	Hipgnosis
Scars To Your Beautiful	PA 2-100-489	Universal
Scatman	PA 839-183; PA 852-053	Universal
Season Of The Witch	EU 956775; RE 654-984	Peer
Secret Love Song	PA 2-096-071	Universal
Seinfeld - Theme	PA 475-198	Universal
Senorita	PA 2-227-642	Reservoir
Separate Ways	PAu 425-539	Hipgnosis
Sequence, The	PA 2-061-650	Universal
Session	PA 1-256-413	Universal
Seven Wonders	PA 332-444	Universal
Seventeen	PA 2-065-814	Universal
Sexy Boy	PA 970-121	Universal
SexyBack	PA 1-165-048	Reservoir; Universal
Shallow	PA 2-149-916; PA 2-200-558	Concord Music
Shape Of You	PA 2-158-357	Spirit
She Got The Best Of Me	PA 2-196-155	Big Machine
Shook Ones Pt. I	PA 845-840	Universal
Shooting Star	PA 1-821-130	Universal
Shots	PA 1-999-933	Universal
Show You	PA 1-936-470	Universal
Sicko Mode	PA 2-235-722; PA 2-253-353	Concord Music; Universal
Sign 'O' The Times	PA 322-108	Universal
Sign Of The Times	PA 2-085-488	Universal
Sigo Extranandote	PA 2-055-801	Universal
Simple Man	EU 448563; RE 844-239; EU 448563; RE 851-734; PA 373-493	Universal
Since I Don't Have You	EP 129827; RE 293-874	Peer
Single Ladies (Put A Ring On It)	PA 1-672-219	Peer
Sister Christian	PA 223-041	Concord Music
Slide	PA 2-077-758	Universal
Slippery	PA 2-083-325	Universal

* Plaintiffs and Plaintiff groups as defined in the Complaint.

Exhibit A
Examples of Plaintiffs' Musical Compositions Infringed by Roblox

Title of Work	Copyright Registration No.	Plaintiff(s)*
Slippery (Feat. Gucci Mane)	PA 2-089-448	Concord Music
Slow Ride	EU 628839; RE 880-208	Concord Music
Smack That	PA 1-396-085	Universal
Snap Yo Fingers	PA 1-339-272	Reservoir
Snowcone	SR 797-434; PRE 009-229	Zimmerman; Kobalt
So Far Away	PA 253-319	Universal
Solo	PA 2-177-702	Universal
Somb	PA 2-294-771	Zimmerman; Kobalt
Something Big	PA 1-938-374	Hipgnosis
Sometimes	PA 932-239	Universal
Somewhere I Belong	PA 1-256-410	Universal
Somewhere Only We Know	PA 1-160-739	Universal
Songbird	EU 772678; EP 373132	Universal
Sorry	PA 2-083-542	Universal
Sorry For Party Rocking	PA 1-824-163	Universal
Sorry Not Sorry	PA 2-099-343	Reservoir
Sound Of Da Police	PA 711-682	Universal
Soy Yo	PA 2-250-737	Hipgnosis
Splashin	PA 2-175-784	Concord Music
Spongebob Squarepants Theme	PA 1-015-908	Universal
Starboy	PA 2-082-942	Universal
Started From The Bottom	PA 1-893-532	Universal
State Of My Head	PA 2-052-644; PA 2-052-089	Universal
Staying Alive	EU 761684; PAu 618-264; PAu 159-820	Universal
Step Off	PA 1-843-675	Universal
Stereo Hearts	PA 1-779-603	Universal
Still D.R.E.	PA 1-012-565	Reservoir
Stir Fry	PA 2-122-824	Reservoir; Universal
Stitches	PA 1-993-016	Hipgnosis
Strangers	PA 2-113-525	Universal
Straw-Buh-Buh-Buh-Buh-Berry Shortcake	PA 1-303-249	Universal
Street Fighting Man	EP 274930; EU 70720; RE 721-964; RE 722-022	ABKCO
Strutter	EU 456885; RE 853-183	Universal
Stupid Love	PA 2-244-269; PA 2-251-557; PA 2-283-446	Concord Music
Sucker For Pain	PA 2-076-970	Universal
Suga Suga	PA 1-281-057	Universal
Sugar	PA 1-947-805	Universal
Sugar (Feat. Wynter) (Radio Edit)	PA 1-744-939	Universal

* Plaintiffs and Plaintiff groups as defined in the Complaint.

Exhibit A
Examples of Plaintiffs' Musical Compositions Infringed by Roblox

Title of Work	Copyright Registration No.	Plaintiff(s)*
Suit & Tie	PA 1-843-846	Universal
Sultans Of Swing	PA 23-967	Universal
Summer Nights	EP 299484; RE 826-139	MPL
Summer Of '69	PA 238-134	Universal
Sunglasses At Night	PAu 539-648	Peer
Sunny Afternoon	EFO 116035	ABKCO
Super Bass	PA 1-852-528; PA 1-733-269	Peer
Superlove (Ft. Oh Wonder)	PA 2-181-904	Concord Music
Superman	PA 20-921	Universal
Supermarket Flowers	PA 2-089-018; PA 2-148-361	Spirit
Surfin' Bird	EU 820386	Universal
Survival	PA 1-965-032	Universal
Swallah	PA 2-081-025	Universal
Sweatpants	PA 1-984-001	Universal
Sweet Caroline	EP 277256; RE 748-468; EU 121-797; RE 748-767	Universal
Sweet Home Alabama	EU 511375; EP333360; RE 857-056; RE 862-377	Universal
Swervin	PA 2-290-707	Reservoir
Swish Swish	PA 2-096-967	Concord Music
Sympathy For The Devil	EP 274928; EU75421; RE 721-962; RE 722-024	ABKCO
T Shirt	PA 2-083-293	Universal
Taco Tuesday	PA 2-250-148	Reservoir
Take A Bow	PA 1-692-696	Universal
Take Me Home, Country Roads	EU 238954; RE 653-070	Reservoir
Take Me With U	PA 217-249	Universal
Take The Long Way Home	PA 32-064	Universal
Take Your Time	PA 1-969-723; PA 1-927-496	Spirit; Universal
Talk Dirty	PA 1-896-440	Universal
Tangled Up	PA 1-887-519	Universal
Taste	PA 2-162-961	Reservoir
Tattooed Heart	PA 1-881-406	Universal
Te Bote (Remix)	PA 2-197-460	Universal
Telepatia	PA 2-291-776	Concord Music
Telephone	PA 1-751-977	Hipgnosis
Thank God I'm A Country Boy	EU 469657; RE 861-042	Reservoir
That Part	PA 2-147-246	Universal
That's Life	EU 833467; RE 571-011; RE 573-177	Universal
That's What I Like	PA 2-070-329	Universal
The Christmas Song (Chestnuts Roasting On An Open Fire)	EP 9190; R567906; R581558	MPL

* Plaintiffs and Plaintiff groups as defined in the Complaint.

Exhibit A
Examples of Plaintiffs' Musical Compositions Infringed by Roblox

Title of Work	Copyright Registration No.	Plaintiff(s)*
The Glory of Love	EU 120271; EP 54655	Reservoir
The Great Pretender	EP 95703; RE 166-522	Peer
The Land Of Lola	PA 1-881-443	Spirit
The Way Life Goes	PA 2-176-343; PA 2-229-048	Concord Music
There Was This Girl	PA 2-135-434	Peer
There's Nothing Holdin' Me Back	PA 2-131-804	Hipgnosis; Universal
These Boots Are Made For Walkin'	EU 915461; RE 612-396	Universal
They Don't Know	PA 2-114-957	Universal
Thousand Miles, A	PA 1-102-367; PA 1-287-368	Universal
Three Little Birds	EU 797352; RE 541-765	Universal
Three Pound Chicken Wing	SR 797-434; PRE 009-229	Zimmerman; Kobalt
Through The Years	PAu 300-262	Universal
Throw Sum Mo	PA 1-986-485	Universal
Thugz Mansion	PA 1-115-087	Universal
Thunder	PA 2-113-702	Universal
Thunder Rolls, The	PA 403-216	Universal
Tie A Yellow Ribbon 'Round The Ole Oak Tree	EU 347522; RE 828-700	Peer
Tijuana Taxi	EU 904124; RE 608-264; EP 207881; RE 608-222	Universal
Time	PA 1-732-104	Universal
Tints	PA 2-161-191	Universal
Tokyo Drift (Fast And Furious)	PA 1-634-783	Universal
Tomorrow	EP 375544; PA 62-290; RE 918-277	MPL
Too Young	PA 2-163-355	Universal
Toosie Slide	PA 2-251-097	Concord Music
Towards The Sun	PA 1-986-643	Universal
Tragedy	PAu 618-225; PA 42-318; PA 23-833; PA 209-364	Universal
Treat You Better	PA 2-082-557	Hipgnosis; Universal
Trip	PA 2-162-412	Peer
True Love	PA 1-817-461	Universal
Trumpets	PA 1-896-437	Universal
T-Shirt	PA 2-073-629	Reservoir
Tuesday (Club Goin Up)	PA 1-951-061	Universal
Tuesday's Gone	EU 448561; RE 851-732	Universal
Turn On The Lights	PA 1-856-326	Universal
Twist And Shout	EP 186463; RE 606-279	MPL
Twistin' The Night Away	EP 161274; EU 701315; RE 475-431; RE 475-433	ABKCO
U Got The Look	PA 339-613	Universal

* Plaintiffs and Plaintiff groups as defined in the Complaint.

Exhibit A
Examples of Plaintiffs' Musical Compositions Infringed by Roblox

Title of Work	Copyright Registration No.	Plaintiff(s)*
Umbrella	PA 1-355-560	Peer
Unanswered Prayers	PA 455-934; PA 514-940	Universal
Undead	PA 1-793-059	Universal
Under My Thumb	EP 274945; EU 951553	ABKCO
Unforgettable	PA 2-084-510	Universal
Uninvited	PA 921-947	Universal
Up Around The Bend	EU 173739; RE 667-203	Concord Music
Up Like Trump	PA 1-986-483	Universal
Uptown Funk	PA 1-935-952; PA 1-938-200	Concord Music
Versace On The Floor	PA 207-0322	Universal
Waiting For The End	PA 1-725-611	Universal
Wake Me Up	PA 1-932-520; PA 1-899-727	Universal
Walk It Talk It	PA 2-181-710	Reservoir
Walk Like An Egyptian	PA 278-841	Peer
Walk Of Life	PA 253-319	Universal
Walking On A Dream	PA 2-081-713	Universal
Walking With Dinosaurs	exempt	Concord Music
Walls Could Talk	PA 2-113-518	Universal
Wannabe	PA 823-685	Universal
Want To Want Me	PA 2-045-068	Hipgnosis; Universal
Warmth Of The Sun, The	EU 818197; RE 574-313	Universal
Watch Me	PA 2-014-703	Peer
Watching You	PA 1-323-481	Reservoir
Watermelon Sugar	PA 2-250-681; PA 2-265-071	Concord Music
Waves	PA 2-088-716	Universal
Way I Are (Dance With Somebody), The	PA 2-090-724	Universal
Way, The	PA 1-881-410	Universal
We Are	PA 1-861-559	Universal
We Are Bulletproof: The Eternal	PA 2-243-115	Universal
We Belong Together	PA 1-276-066; PA 1-163-150; PA 1-287-902; PA 1-289-348; PA 1-162-027; PA 1-285-727	ABKCO
We Built This City	PA 265-529; PA 264-311	Universal
We Dem Boyz	PA 1-982-318; PA 1-937-716	Universal
We Make It Bounce	PA 1-991-136	Universal
We Need A Little Christmas	EP 220560; RE 656-307	MPL
Welcome To My Nightmare	EU 552511; RE 875-717; RE 878-852	Spirit
We're Not Gonna Take It	PA 226-789	Universal
What Do You Mean	PA 1-996-404; PA 2-083-524	Universal
What Goes Around	PA 1-165-051; PA 1-780-251	Universal
What I Got	PA 813-740	Universal

* Plaintiffs and Plaintiff groups as defined in the Complaint.

Exhibit A
Examples of Plaintiffs' Musical Compositions Infringed by Roblox

Title of Work	Copyright Registration No.	Plaintiff(s)*
What I've Done	PA 1-167-574; PA 1-602-911; PA 1-708-260	Universal
Whatcha Say	PA 1-712-977	Universal
What's My Name	PA 1-741-634	Peer
What's Your Name	EU 853395; RE 910-337	Universal
When Doves Cry	PAu 609-914; PA 220-373	Universal
When It Rains It Pours	PA 2-084-933	Big Machine
When We Were Young	PA 2-045-553	Universal
Where Are U Now	PA 2-083-643	Universal
Where Have You Been	PA 1-785-178	Universal
Where Is My Mind?	PA 608-974	Universal
Where Is The Love?	PA 1-249-866; PA 1-220-894; PA 1-158-849	Reservoir; Universal
Where The Green Grass Grows	PA 886-121	Universal
Where Ya At	PA 1-990-184	Universal
While My Guitar Gently Weeps	EF 33265; RE 746-835	Concord Music
White Flag	PA 1-131-977	Spirit
Who Are You	PAu 51-060; PA 38-596	Spirit
Who'll Stop The Rain	EP 271324; EU 156192; RE 667-201	Concord Music
Why Generation	PA 2-161-846	Hipgnosis
Why You Wanna Treat Me So Bad	PA 64-965; PA 238-841	Universal
Wild Things	PA 2-100-484	Universal
Wings	PA 1-895-347	Universal
With Arms Wide Open	PA 969-200	Reservoir
Without Me	PA 2-181-449; PA 2-185-008; PA 2-193-586	Reservoir; Universal
Wolves	PA 2-095-349	Reservoir
Womanizer	PA 1-888-788	Universal
Wonderful Christmastime	PAu 154-113; PA 52-301	MPL
Wonderful World, (What A)	EP 143015; EP 143803; EU 567694; RE 361-641; PAu 819-609	ABKCO
Won't Get Fooled Again	EP 289128; RE 707-760	Spirit
Word Up	PA 321-203; PAu 890-600	Universal
Work	PA 1-981-018	Universal
Work	PA 2-103-251	Universal
Work (Put It In)	PA 1-753-428	Reservoir
Work Bitch	PA 1-917-953	Universal
Work From Home	PA 2-060-658	Universal
World Is Yours, The	PA 921-809	Universal
Worst Behavior	PA 1-967-813	Universal
Wouldn't It Be Nice	EU 948191; RE 662-433	Universal
X Gon Give It To Ya	PA 2-031-806	Universal

* Plaintiffs and Plaintiff groups as defined in the Complaint.

Exhibit A
Examples of Plaintiffs' Musical Compositions Infringed by Roblox

Title of Work	Copyright Registration No.	Plaintiff(s)*
Xanny	PA 2-190-160	Universal
Yeah 3X	PA 1-750-521	Universal
You And Me	PA 1-916-093	Universal
You Are My Sunshine	EP 83392; R403741	Peer
You Are Not Alone	PA 789-976	Universal
You Da One	PA 1-778-697	Universal
You Give Love A Bad Name	PA 305-251; PAu 872-473	Universal
You Know You Like It (DJ Snake Version)	PA 1-906-019	Universal
You Make Lovin Fun	EU 713071; RE 904-490; PA 1-162-955	Universal
You Oughta Know	PA 705-728	Concord Music
You Raise Me Up	PA 1-133-116	Peer
You Send Me	EP 276312; EU 491316; RE 713-603	ABKCO
You Should See Me In A Crown	PA 2-173-035	Universal
You'll Never Walk Alone	EP 137430; R560330	Concord Music
Young, Wild & Free	PA 1-818-483	Universal
Youngblood	PA 2-122-817	Reservoir
Your Man	PA 1-163-481	Spirit
Yummy	PA 2-230-613	Peer; Universal
Zeze	PA 2-181-471	Reservoir

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