

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

UMG RECORDINGS, INC., CAPITOL
RECORDS, LLC, ABKCO MUSIC &
RECORDS, INC., SONY MUSIC
ENTERTAINMENT, ARISTA MUSIC,
ARISTA RECORDS LLC, SONY MUSIC
ENTERTAINMENT US LATIN, ZOMBA
RECORDING LLC, ATLANTIC
RECORDING CORPORATION, ELEKTRA
ENTERTAINMENT GROUP INC., LAVA
RECORDS LLC, RHINO
ENTERTAINMENT LLC, WARNER
MUSIC INC., WARNER MUSIC
INTERNATIONAL SERVICES LIMITED,
AND WARNER RECORDS INC.,

Plaintiffs,

v.

FRONTIER COMMUNICATIONS
CORPORATION,

Defendant.

Civ. Case No. 21-cv-5050

COMPLAINT

TRIAL BY JURY DEMANDED

Plaintiffs UMG Recordings, Inc., Capitol Records, LLC, and ABKCO Music & Records, Inc. (collectively, the “Universal Plaintiffs”); Plaintiffs Sony Music Entertainment, Arista Music, Arista Records LLC, Sony Music Entertainment US Latin, and Zomba Recording LLC (collectively, the “Sony Plaintiffs”); and Plaintiffs Atlantic Recording Corporation, Elektra Entertainment Group Inc., Lava Records LLC, Rhino Entertainment LLC, Warner Music Inc., Warner Music International Services Limited, and Warner Records Inc. (collectively, the “Warner Plaintiffs,” and together with the Universal Plaintiffs and the Sony Plaintiffs, the

“Plaintiffs”) by and through their attorneys Oppenheim + Zebtrak, LLP, for their Complaint, hereby allege, against Defendant Frontier Communications Corporation (“Frontier”), 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 THE ACTION

1. Plaintiffs comprise record companies that produce, manufacture, distribute, sell, and license commercial sound recordings, both in the United States and internationally. Through their enormous investments of money, time, and exceptional creative efforts, Plaintiffs and their recording artists have created, produced, developed, marketed, and distributed musical works performed by some of the world’s most famous and popular artists. Plaintiffs own and/or control in whole or in part the copyrights and/or exclusive rights in innumerable sound recordings. Plaintiffs bring this action to remedy a massive violation of their rights under 17 U.S.C. §§ 106, 501, and 1401 *et seq.*¹

2. Frontier is one of the largest Internet service providers in the United States. In 2019, Frontier had approximately 3.5 million Internet subscribers. At all pertinent times, Frontier’s customers paid Frontier substantial subscription fees for access to and use of its high-speed Internet network, with Frontier offering a tiered pricing structure based on the speed of service. Frontier markets its high-speed service as enabling subscribers to “[d]ownload 10 songs in 3.5 seconds.”

3. At all pertinent times, Frontier knew that its subscribers were using its high-speed network to illegally download and distribute Plaintiffs’ sound recordings on Frontier’s network.

¹ All references to infringements and infringing activity below refer to reproductions and/or distributions of copyrighted works without authorization. Likewise, all references to infringers refer to subscribers who reproduce and/or distribute copyrighted works without authorization.

Frontier has received hundreds of thousands of copyright infringement notices from copyright owners, including Plaintiffs, but chose not to act on those notices and address the rampant infringement on its network.

4. Through the provision of its services to known infringers, Frontier knowingly contributed to, and reaped substantial profits from, massive copyright infringement committed by thousands of its subscribers, causing great harm to Plaintiffs, their recording artists, and others whose livelihoods depend upon the lawful sale and distribution of music. Frontier's contribution to its subscribers' infringement is both willful and material, and renders Frontier liable for its subscribers' infringing activity.

5. The infringement notices sent by Plaintiffs and other copyright owners advised Frontier of its subscribers' blatant and systematic use of Frontier's Internet service to illegally download, copy, and distribute copyrighted works through illicit BitTorrent sites and other online file-sharing services.

6. Frontier failed to adequately respond to these notices. It deliberately refused to take reasonable measures to curb its subscribers from using its service to infringe on the copyrights of others, including Plaintiffs, despite having direct knowledge of *particular subscribers* engaging in *specific, repeated acts* of infringement.

7. It is well-established law that a party may not contribute to infringing behavior that it knows is occurring. Further, a party with a direct financial interest in the infringing activity has a responsibility to stop or limit it, when it has the right and practical ability to do so. Despite its professed commitment to prohibit infringement on its network, Frontier ignored its own policy and deliberately failed to act on infringement notices. Frontier provided known repeat infringers with continued access to and use of its network and failed to terminate the

accounts of, or otherwise take any meaningful action against, those subscribers. In reality, Frontier operated its network as an attractive tool and safe haven for infringement.

8. Frontier derived an obvious and direct financial benefit from its subscribers' infringement. Frontier marketed and promoted the high speeds of its network to attract those using peer-to-peer ("P2P") networks to infringe. The unlimited ability to download and distribute Plaintiffs' works through Frontier's service served as a draw for Frontier to attract and retain serial infringers as customers, and, as a consequence, to charge them higher fees for increased bandwidth and higher-tiered service. Moreover, by failing to terminate the accounts of specific recidivist infringers known to Frontier, Frontier obtained a direct financial benefit from that infringing activity. That financial benefit included improper revenue that Frontier would not have otherwise received had it terminated those accounts. Frontier decided not to terminate repeat infringers for one simple reason: it wanted to maintain the revenue stream that it generated from their accounts.

9. Frontier's subscribers' infringing activity that forms the basis for Plaintiffs' claims, and for which Frontier is secondarily liable, occurred *after* Frontier received multiple notices of those subscribers' infringing activity. Specifically, Plaintiffs seek relief for copyright infringement claims that accrued starting on May 1, 2021. Since that date, Frontier's subscribers have infringed 2,856 copyrighted works *after* those particular subscribers were identified to Frontier in multiple infringement notices, and the infringement is ongoing. While Plaintiffs' claims accrued during this period of time, Frontier's knowledge of, and failure to take action against, repeat infringers began as early as 2013.

THE PARTIES

Plaintiffs

10. Plaintiff UMG Recordings, Inc. is a Delaware corporation with its principal place of business at 2220 Colorado Avenue, Santa Monica, California 90404.

11. Plaintiff Capitol Records, LLC is Delaware Limited Liability Company with its principal place of business at 1750 N. Vine Street, Los Angeles, California 90068.

12. Plaintiff ABKCO Music & Records, Inc. is a New York corporation with its principal place of business at 85 Fifth Avenue, New York, New York 10003.

13. Plaintiff Sony Music Entertainment is a Delaware general partnership, the partners of which are citizens of Delaware. Sony's headquarters and principal place of business are located at 25 Madison Avenue, New York, New York 10010.

14. Plaintiff Arista Music is a New York partnership with its principal place of business at 25 Madison Avenue, New York, New York 10010.

15. Plaintiff Arista Records LLC is a Delaware Limited Liability Company with its principal place of business at 25 Madison Avenue, New York, New York 10010.

16. Plaintiff Sony Music Entertainment US Latin is a Delaware Limited Liability Company with its principal place of business at 3390 Mary Street, Suite 220, Coconut Grove, Florida 33133.

17. Plaintiff Zomba Recording LLC is a Delaware Limited Liability Company with its principal place of business at 25 Madison Avenue, New York, New York 10010.

18. Plaintiff Atlantic Recording Corporation is a Delaware corporation with its principal place of business at 1633 Broadway, New York, New York 10019.

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