

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

SONY MUSIC ENTERTAINMENT, et al.,

Plaintiffs,

v.

TRILLER, INC.,

Defendant.

Civil Action No. 22-cv-7380 (PKC)

ANSWER TO FIRST AMENDED COMPLAINT

Defendant Triller, Inc. (“Triller” or “Defendant”), by and through the undersigned counsel, responds to Plaintiffs Sony Music Entertainment, Sony Music Entertainment US Latin, LLC, Arista Records LLC, Provident Label Group LLC, Records Label, LLC, and Zomba Recording LLC (collectively, “Plaintiffs”)’s Amended Complaint as follows:

NATURE OF THE ACTION

1. Triller admits that Plaintiffs have asserted claims for breach of contract and copyright infringement with respect to Triller’s use of Plaintiffs’ sound recordings. All remaining allegations are denied.

2. Triller is without information sufficient to admit or deny the allegations in Paragraph 2 of the First Amended Complaint.

3. Triller is without information sufficient to admit or deny the allegations in Paragraph 3 of the First Amended Complaint.

4. Triller admits the first three grammatical sentences in Paragraph 4 of the First Amended Complaint. Triller denies the remaining allegations in Paragraph 4.

5. Triller admits that it takes intellectual property rights seriously and admits that its

Terms of Service is quoted in part in Paragraph 5, which speaks for itself. All remaining allegations in Paragraph 5 are denied.

6. Denied.

7. Triller admits that it entered into the referenced September 1, 2016 Agreement, as amended (the “Agreement”), and that the terms of the Agreement speak for themselves. All remaining allegations are denied.

8. Triller admits that it has been unable to make payments to Plaintiffs under the 2022 Amendment for a variety of reasons. All remaining allegations in Paragraph 8 are denied.

9. Triller admits that it has not made payments to Plaintiffs since March of 2022 and that Plaintiffs notified Triller on July 22, 2022 that Triller was in breach of the Agreement. Plaintiffs subsequently terminated the Agreement on August 8, 2022. All remaining allegations are denied.

10. The allegations in the first grammatical sentence are legal conclusions to which no response is required. Triller denies the remaining allegations in Paragraph 10.

11. Triller denies the first grammatical sentence. Triller admits that Plaintiffs seek the described relief in this matter but deny the factual assertions described therein.

THE PARTIES

12. Admitted.

13. Admitted.

14. Admitted.

15. Admitted.

16. Admitted.

17. Admitted.

18. Triller is without knowledge to admit or deny the allegations in Paragraph 18 of the First Amended Complaint and denies them on that basis.

19. Triller is without knowledge to admit or deny the allegations in Paragraph 19 of the First Amended Complaint and denies them on that basis.

20. Admitted.

JURISDICTION AND VENUE

21. Admitted.

22. Admitted.

23. Admitted.

24. Triller admits that this Court has person jurisdiction over it pursuant to Section 302 of New York's Civil Practice Law & Rules and pursuant to Section 19.11 of the parties' Agreement. All remaining allegations are denied.

25. Admitted.

FACTUAL BACKGROUND

26. Triller is without knowledge to admit or deny the allegations in Paragraph 26 of the First Amended Complaint and denies them on that basis.

27. Admitted.

28. Triller is without knowledge to admit or deny the allegations in Paragraph 28 of the First Amended Complaint and denies them on that basis.

29. Triller is without knowledge to admit or deny the allegations in Paragraph 29 of the First Amended Complaint and denies them on that basis.

30. Admitted.

31. Triller is without knowledge to admit or deny the allegations in Paragraph 31 of

the First Amended Complaint and denies them on that basis.

32. Admitted.

33. Admitted.

Background and Function of the Triller App

34. Admitted.

35. Admitted.

36. Admitted.

37. Admitted.

38. Admitted.

39. Triller admits that it engages a third party to perform services described in Paragraph 39 of the First Amended Complaint.

40. Triller admits the general allegations in Paragraph 40 of the First Amended Complaint but denies that Plaintiffs' works were available as premium content.

41. Triller admits the general allegations in Paragraph 41 of the First Amended Complaint but denies that Plaintiffs' works were available as premium content.

42. Denied.

43. Denied.

44. Triller admits that it advertises its Partners, including at the time Sony Music, as part of the music available on its App. Triller denies the remaining allegations in Paragraph 44 of the First Amended Complaint.

45. Admitted.

THE AGREEMENT

46. Admitted.

47. Triller submits that the Agreement speaks for itself and denies any allegations inconsistent with the Agreement.

48. Triller submits that the Agreement as amended speaks for itself and denies any allegations inconsistent with the Agreement. Triller admits that it has not made payment to Plaintiffs since March of 2022.

49. Triller submits that the Agreement as amended speaks for itself and denies any allegations inconsistent with the Agreement.

50. Triller submits that the Agreement as amended speaks for itself and denies any allegations inconsistent with the Agreement.

51. Triller submits that the Agreement as amended speaks for itself and denies any allegations inconsistent with the Agreement.

52. Triller submits that the Agreement as amended speaks for itself and denies any allegations inconsistent with the Agreement.

53. Triller submits that the Agreement as amended speaks for itself and denies any allegations inconsistent with the Agreement.

54. Triller submits that the Agreement as amended speaks for itself and denies any allegations inconsistent with the Agreement.

55. Triller submits that the Agreement as amended speaks for itself and denies any allegations inconsistent with the Agreement.

56. Admitted.

57. Denied.

58. Triller admits that Plaintiffs contacted Triller in April of 2022 regarding the late payments and that Triller has also not been able to pay during May – August of 2022. All

remaining allegations are denied.

59. Admitted.

60. Admitted.

61. Denied.

62. Triller admits that it lost the right to exploit Plaintiffs' works after termination and submits that it undertook the process vis-à-vis its third-party vendor to disable the users of the App from being able to access Plaintiffs' works after receipt of the August 8, 2022 termination notice, which was completed soon thereafter. All remaining allegations are denied.

63. Denied.

64. Denied.

65. Denied.

66. Denied.

67. Triller admits it has the legal right to block and/or disable the users of the App from accessing Plaintiffs' works and/or remove from Triller's library. As is standard in the industry, Triller engages third-party vendors to perform these tasks on its behalf. Triller further submits that it exercised such right and had users of the App blocked from Plaintiffs' works after receipt of the termination notice.

68. Denied.

69. Triller is without knowledge to admit or deny the allegations in Paragraph 69 of the First Amended Complaint and denies them on that basis.

CLAIMS FOR RELIEF

FIRST CAUSE OF ACTION
Breach of Contract

70. No response is required.

71. Admitted.

72. Admitted.

73. Triller admits that it has not made payments due under the Agreement on or after March 1, 2022 or interest both of which are Default Events. All remaining allegations are denied.

74. Admitted.

75. Denied.

76. Denied.

77. Triller admits that it owes Plaintiffs for outstanding payments under the Agreement. All remaining allegations are denied.

SECOND CAUSE OF ACTION
Copyright Infringement (17 U.S.C. § 101 *et seq.*)

78. No response is required.

79. Triller is without knowledge to admit or deny the allegations in Paragraph 79 of the First Amended Complaint and denies them on that basis.

80. Denied.

81. Denied.

82. Denied.

83. Denied.

84. Denied.

85. Denied.

THIRD CAUSE OF ACTION
Contributory Copyright Infringement

86. No response is required.

87. Triller is without knowledge to admit or deny the allegations in Paragraph 87 of

the First Amended Complaint and denies them on that basis.

88. Denied.

89. Denied.

90. Denied.

91. Triller admits the first grammatical sentence of Paragraph 91 of the First Amended Complaint. Triller denies the remaining allegations.

92. Denied.

93. Denied.

94. Denied.

95. Denied.

96. Denied.

**FOURTH CAUSE OF ACTION
Vicarious Copyright Infringement**

97. No response is necessary.

98. Triller is without knowledge to admit or deny the allegations in Paragraph 98 of the First Amended Complaint and denies them on that basis.

99. Denied.

100. Denied.

101. Denied.

102. Denied.

103. Denied.

104. Denied.

105. Denied.

106. Denied.

107. Denied.

108. Triller further responds to the specific allegations of the First Amended Complaint and expressly denies all allegations that are not expressly admitted or denied in this Answer.

REQUESTS FOR RELIEF

109. Triller denies Plaintiffs' requested relief.

Respectfully submitted,

/s/ Peter Fields

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- and -

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Attorneys for Defendant Triller, Inc.

DATED: December 5, 2022

CERTIFICATE OF SERVICE

I hereby certify that on December 5, 2022, Defendant, Triller, Inc. filed its Answer to Plaintiffs' First Amended Complaint with the Court's electronic filing system and sent to the following via the Court's Electronic Notices:

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/s/ Chris Vlahos

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