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AMERICAN HOCKEY LEAGUE

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION – LOS ANGELES

ASSOCIATED PRODUCTION MUSIC
LLC, a New York limited liability
company,

Plaintiff,

vs.

AMERICAN HOCKEY LEAGUE, a
Massachusetts nonprofit corporation; et
al.,

Defendants.

Case No. 2:24-CV-07803-RGK-AJR

Honorable R. Gary Klausner

**DEFENDANT AMERICAN
HOCKEY LEAGUE'S ANSWER TO
COMPLAINT**

REQUEST FOR JURY TRIAL

1 Defendant the American Hockey League (“AHL”) answers, for itself and no
2 others, Plaintiff Associated Music Production LLC’s Complaint as follows:

3 **NATURE OF THE ACTION**

4 1. Paragraph 1 is a statement of the legal bases alleged for the Complaint
5 and does not require a response. That said, AHL denies that it infringed any
6 copyright.

7 **PLAINTIFF**

8 2. AHL presently lacks sufficient knowledge or information to form a
9 belief as to the truth of the allegations in paragraph 2, and on that basis denies them.

10 **DEFENDANTS**

11 3. AHL admits that it is a 501(c)(6) organization but denies that it is a
12 nonprofit corporation organized under the laws of Massachusetts. AHL admits that it
13 maintains its principal place of business in Springfield, Massachusetts. AHL further
14 admits that there are 32 corporate members of its association and that five of those
15 members (only one of which is a party to this lawsuit) are based in California. AHL
16 denies the remaining allegations in paragraph 3.

17 4. AHL believes that Utica Comets, LLC is the entity associated with the
18 Utica Comets professional hockey team but denies that Utica Comets, LLC owns the
19 Utica Comets professional hockey team. AHL presently lacks sufficient knowledge
20 or information to form a belief as to the truth of the remaining allegations in
21 paragraph 4, including without limitation regarding the responsibility for social media
22 channels, and on that basis denies them.

23 5. AHL presently lacks sufficient knowledge or information to form a
24 belief as to the truth of the allegations in paragraph 5, including without limitation
25 regarding the responsibility for social media channels, and on that basis denies them.

26 6. AHL believes that Ontario Reign Hockey Club, LLC is the entity
27 associated with the Ontario Reign professional hockey team. AHL presently lacks
28 sufficient knowledge or information to form a belief as to the truth of the remaining

1 allegations in paragraph 6, including without limitation regarding the responsibility
2 for social media channels, and on that basis denies them.

3 7. AHL believes that Syracuse Hockey Ownership Team, LP is the entity
4 associated with the Syracuse Crunch professional hockey team. AHL presently lacks
5 sufficient knowledge or information to form a belief as to the truth of the remaining
6 allegations in paragraph 7, including without limitation regarding the responsibility
7 for social media channels, and on that basis denies them.

8 8. AHL believes that IceArizona AHL CO LLC is the entity associated
9 with the Tucson Roadrunners professional hockey team. AHL presently lacks
10 sufficient knowledge or information to form a belief as to the truth of the remaining
11 allegations in paragraph 8, including without limitation regarding the responsibility
12 for social media channels, and on that basis denies them.

13 9. AHL believes that Larimer County (not Country) Sports, LLC is the
14 entity associated with the Colorado Eagles professional hockey team. AHL presently
15 lacks sufficient knowledge or information to form a belief as to the truth of the
16 remaining allegations in paragraph 9, including without limitation regarding the
17 responsibility for social media channels, and on that basis denies them.

18 10. AHL denies that Cavaliers Operating Company, LLC is a member of the
19 AHL. AHL presently lacks sufficient knowledge or information to form a belief as to
20 the truth of the allegations in paragraph 10, and on that basis denies them.

21 11. AHL denies that Chicago Blackhawk Hockey Team, Inc. is a member of
22 the AHL. AHL presently lacks sufficient knowledge or information to form a belief
23 as to the truth of the allegations in paragraph 11, and on that basis denies them.

24 12. AHL denies that Capital Sports & Entertainment Inc. is a member of the
25 AHL. AHL presently lacks sufficient knowledge or information to form a belief as to
26 the truth of the allegations in paragraph 12, and on that basis denies them.

27 13. AHL presently lacks sufficient knowledge or information to form a
28 belief as to the truth of the allegations in paragraph 13, and on that basis denies them.

1 14. AHL denies the allegations in paragraph 14.

2 **JURISDICTION AND VENUE**

3 15. Paragraph 15 contains legal assertions that does not require a response.

4 16. AHL denies that this Court has personal jurisdiction and denies that that
5 AHL caused any injury to Plaintiff or its intellectual property at all, let alone in
6 California. AHL further denies that it (a) regularly does or solicits business in the
7 State of California; (b) engages in a persistent course of conduct in California;
8 (c) derives substantial revenue from consumers located in California; (d) expects or
9 reasonably expects its acts to have consequences in California; or (e) derives
10 substantial revenue from California.

11 17. AHL denies that venue is appropriate in this district and denies that any
12 part of the alleged conduct giving rise to Plaintiff's claims occurred or caused injury
13 in Los Angeles County.

14 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

15 18. AHL presently lacks sufficient knowledge or information to form a
16 belief as to the truth of the allegations in paragraph 18, and on that basis denies them.

17 19. AHL presently lacks sufficient knowledge or information to form a
18 belief as to the truth of the allegations in paragraph 19, and on that basis denies them.

19 20. AHL admits that AHL serves as the top development league for the
20 National Hockey League. AHL further admits that its form 990 tax filing submitted
21 on February 26, 2024, describes AHL's mission or most significant activities as
22 "Promot[ing] Professional Hockey in North America"; identifies the total number of
23 individuals employed in calendar year 2022 as 207; and identifies its total revenue for
24 the "Current Year" as \$14,925,435. AHL denies the remaining allegations in
25 paragraph 20.

26 21. AHL presently lacks sufficient knowledge or information to form a
27 belief as to the truth of the allegation that its popularity is at an all-time high, and on
28 that basis denies that allegation. AHL admits that its 2023 championship series was

1 sold out; that AHL's total 2023 playoff attendance was above a half a million fans;
2 that AHL set a record and high-water mark for playoff ticket revenue in 2023; and
3 that AHL's president and CEO, Scott Howson, has been publicly reported as
4 estimating AHL's revenue for its 2023 season to be 15 to 20 percent above pre-
5 pandemic levels. AHL denies the remaining allegations in paragraph 21.

6 22. AHL presently lacks sufficient knowledge or information to form a
7 belief as to the truth of the allegations in paragraph 22, and on that basis denies them.

8 23. AHL presently lacks sufficient knowledge or information to form a
9 belief as to the truth of the allegations in paragraph 23, and on that basis denies them.
10 To the extent that paragraph 23 could be read to suggest that AHL, as opposed to
11 "AHL teams," infringed any of the Recordings by posting them in connection with
12 any promotional postings, AHL denies those allegations

13 24. AHL admits that it did not obtain Plaintiff's license, authorization, or
14 consent to synchronize the Recordings with the Infringing Videos but denies that it
15 was required to obtain Plaintiff's license, authorization, or consent and denies that it
16 synchronized any Recording with any Infringing Video. AHL admits that Plaintiff
17 has contacted AHL regarding AHL's alleged unlicensed use of the Recordings and
18 further admits that AHL has refused to admit wrongdoing. But AHL denies that it
19 infringed any of Plaintiff's purported copyright interests, denies that it was required
20 to obtain a license from Plaintiff for any work alleged in the Complaint, and denies
21 that it engaged in any wrongdoing. AHL denies the remaining allegations in
22 paragraph 24.

23 **FIRST CAUSE OF ACTION**
24 **DIRECT COPYRIGHT INFRINGEMENT**
25 **(Against All Defendants)**

26 25. AHL incorporates by reference and restates its responses to the
27 allegations in the preceding paragraphs.

28 26. AHL denies the allegations in paragraph 26 as they pertain to AHL.

1 AHL presently lacks sufficient knowledge or information to form a belief as to the
2 truth of the allegations in paragraph 26 pertaining to the other named defendants, and
3 on that basis denies them.

4 27. AHL denies the allegations in paragraph 27 as they pertain to AHL.
5 AHL presently lacks sufficient knowledge or information to form a belief as to the
6 truth of the allegations in paragraph 27 pertaining to the other named defendants, and
7 on that basis denies them.

8 28. Paragraph 28 is a legal assertion that does not require a response, but
9 AHL denies that it infringed on any of Plaintiff's purported copyright interests in any
10 way.

11 29. AHL denies the allegations in paragraph 29 as they pertain to AHL.
12 AHL presently lacks sufficient knowledge or information to form a belief as to the
13 truth of the allegations in paragraph 29 pertaining to the other named defendants, and
14 on that basis denies them.

15 30. AHL denies the allegations in paragraph 30.

16 31. AHL denies the allegations in paragraph 31.

17 32. AHL denies the allegations in paragraph 32 as they pertain to AHL.
18 AHL presently lacks sufficient knowledge or information to form a belief as to the
19 truth of the allegations in paragraph 32 pertaining to the other named defendants, and
20 on that basis denies them.

21 **SECOND CAUSE OF ACTION**
22 **CONTRIBUTORY INFRINGEMENT**
23 **(Against all Defendants)**

24 33. AHL incorporates by reference and restates its responses to the
25 allegations in the preceding paragraphs.

26 34. AHL denies the allegations in paragraph 34 as they pertain to AHL.
27 AHL presently lacks sufficient knowledge or information to form a belief as to the
28 truth of the allegations in paragraph 34 pertaining to the other named defendants, and

1 on that basis denies them.

2 35. AHL denies the allegations in paragraph 35 as they pertain to AHL.
3 AHL presently lacks sufficient knowledge or information to form a belief as to the
4 truth of the allegations in paragraph 35 pertaining to the other named defendants, and
5 on that basis denies them.

6 36. AHL denies the allegations in paragraph 36.

7 37. AHL denies the allegations in paragraph 37.

8 38. AHL denies the allegations in paragraph 38 as they pertain to AHL.
9 AHL presently lacks sufficient knowledge or information to form a belief as to the
10 truth of the allegations in paragraph 38 pertaining to the other named defendants, and
11 on that basis denies them.

12 **THIRD CAUSE OF ACTION**
13 **VICARIOUS COPYRIGHT INFRINGEMENT**
14 **(Against all Defendants)**

15 39. AHL incorporates by reference and restates its responses to the
16 allegations in the preceding paragraphs.

17 40. AHL denies the allegations in paragraph 40 as they pertain to AHL, and
18 in particular denies that AHL has any right or ability to control any of its members'
19 social media. AHL presently lacks sufficient knowledge or information to form a
20 belief as to the truth of the allegations in paragraph 40 pertaining to the other named
21 defendants, and on that basis denies them.

22 41. AHL denies the allegations in paragraph 41 as they pertain to AHL.
23 AHL presently lacks sufficient knowledge or information to form a belief as to the
24 truth of the allegations in paragraph 41 pertaining to the other named defendants, and
25 on that basis denies them.

26 42. AHL denies the allegations in paragraph 42.

27 43. AHL denies the allegations in paragraph 43.

28 44. AHL denies the allegations in paragraph 44 as they pertain to AHL.

1 AHL presently lacks sufficient knowledge or information to form a belief as to the
2 truth of the allegations in paragraph 44 pertaining to the other named defendants, and
3 on that basis denies them.

4 **PLAINTIFF’S PRAYER FOR RELIEF**

5 Plaintiff’s prayer for relief does not require a response. To the extent that any
6 response is required, AHL denies that Plaintiff is entitled to any of the relief
7 requested in the Complaint or any relief whatsoever

8 **AFFIRMATIVE DEFENSES**

9 AHL alleges the following additional and affirmative defenses in response to
10 the allegations in the Complaint. AHL reserves the right to amend this Answer and
11 these defenses, and AHL is not in any way agreeing or conceding that it has the
12 burden of proof or persuasion on any of these issues.

13 **FIRST AFFIRMATIVE DEFENSE**

14 1. The Complaint and each of its claims for relief fail to state a claim on
15 which relief can be granted.

16 **SECOND AFFIRMATIVE DEFENSE**

17 2. This Court lacks personal jurisdiction over AHL.

18 **THIRD AFFIRMATIVE DEFENSE**

19 3. Venue is improper in this district because the events giving rise to
20 Plaintiff’s claims did not occur in Los Angeles, and Defendants’ alleged actions did
21 not cause Plaintiff injury in Los Angeles.

22 **FOURTH AFFIRMATIVE DEFENSE**

23 4. The Complaint and each of its claims for relief are barred because the
24 Plaintiff lacks standing to assert them.

25 **FIFTH AFFIRMATIVE DEFENSE**

26 5. The Complaint and each of its claims for relief are barred, in whole or in
27 part, because the Plaintiff has no ownership interest in some or all of the allegedly
28 infringed works.

1 **SIXTH AFFIRMATIVE DEFENSE**

2 6. The Complaint and each of its claims for relief are barred, in whole or in
3 part, by the statute of limitations.

4 **SEVENTH AFFIRMATIVE DEFENSE**

5 7. The Complaint and each of its claims for relief are barred, in whole or in
6 part, because the Plaintiff is not an exclusive licensee of some or all of the allegedly
7 infringed works.

8 **EIGHTH AFFIRMATIVE DEFENSE**

9 8. The Complaint and each of its claims for relief are barred, in whole or in
10 part, because some or all of the allegedly infringed works were not properly
11 registered.

12 **NINTH AFFIRMATIVE DEFENSE**

13 9. The Complaint and each of its claims for relief are barred, in whole or in
14 part, because some or all of the allegedly infringed works and/or elements of the
15 allegedly infringed works are in the public domain.

16 **TENTH AFFIRMATIVE DEFENSE**

17 10. The Complaint and each of its claims for relief are barred, in whole or in
18 part, because Defendants did not display any protectable expression owned or
19 exclusively controlled by Plaintiff.

20 **ELEVENTH AFFIRMATIVE DEFENSE**

21 11. The Complaint and each of its claims for relief are barred, in whole or in
22 part, because the allegedly infringing elements are not protectable under copyright
23 law.

24 **TWELFTH AFFIRMATIVE DEFENSE**

25 12. The Complaint and each of its claims for relief are barred, in whole or in
26 part, by the doctrine of copyright misuse.

27 **THIRTEENTH AFFIRMATIVE DEFENSE**

28 13. The Complaint and each of its claims for relief are barred, in whole or in

1 part, by the doctrine of fair use.

2 **FOURTEENTH AFFIRMATIVE DEFENSE**

3 14. The Complaint and each of its claims for relief are barred, in whole or in
4 part, by the doctrine of de minimis use.

5 **FIFTEENTH AFFIRMATIVE DEFENSE**

6 15. The Complaint and each of its claims for relief are barred, in whole or in
7 part, by the doctrine of laches.

8 **SIXTEENTH AFFIRMATIVE DEFENSE**

9 16. The Complaint and each of its claims for relief are barred, in whole or in
10 part, by the doctrines of waiver, acquiescence, consent, and/or estoppel.

11 **SEVENTEENTH AFFIRMATIVE DEFENSE**

12 17. The Complaint and each of its claims for relief are barred, in whole or in
13 part, by the doctrines of unclean hands, and/or in pari delicto.

14 **EIGHTEENTH AFFIRMATIVE DEFENSE**

15 18. The Complaint and each of its claims for relief are barred, in whole or in
16 part, because Defendants had a license (express or implied).

17 **NINETEENTH AFFIRMATIVE DEFENSE**

18 19. The Complaint and each of its claims for relief are barred, in whole or in
19 part, because Defendants have not acted with the requisite degree of knowledge,
20 intent, fault, or willfulness.

21 **TWENTIETH AFFIRMATIVE DEFENSE**

22 20. The Complaint and each of its claims for relief are barred, in whole or in
23 part, because Defendants acted innocently.

24 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

25 21. The Complaint, to the extent that it seeks injunctive relief, is barred
26 because Plaintiff cannot show that it will suffer any irreparable harm from
27 Defendants' alleged actions.
28

TWENTY-SECOND AFFIRMATIVE DEFENSE

22. The Complaint and each of its claims for relief are barred, in whole or in part, to the extent that the Complaint arises from conduct not attributable to Defendants, and any recovery by Plaintiff should be reduced in proportion to the fault of others.

TWENTY-THIRD AFFIRMATIVE DEFENSE

23. To the extent Plaintiff suffered any damages, which Defendants expressly deny, Plaintiff failed to take the steps necessary to mitigate the damages, if any, sustained, and any such damages should be barred or reduced.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

24. The Complaint and each of its claims for relief are barred, in whole or in part, because Plaintiff's damages, if any, are vague, uncertain, imaginary, and/or speculative.

PRAYER FOR RELIEF

AHL prays for relief as follows:

1. Plaintiff takes nothing by this action;
2. AHL be awarded a judgment in its favor against Plaintiff;
3. AHL recover attorneys' fees and costs of suit; and
4. The Court grant such other and further relief as it deems just and proper.

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REQUEST FOR JURY TRIAL

AHL requests a jury trial for all issues so triable.

Dated: December 5, 2024

By: /s/ Jeffrey A. Payne

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