

# EXHIBIT A

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **LOS ANGELES COUNTY**

12 PLEASE GIMME MY PUBLISHING,  
INC., a New York corporation; WEST  
13 BRANDS, LLC, a Delaware limited  
liability corporation; KANYE WEST, an  
14 individual; and YE WORLD  
PUBLISHING, INC., a Delaware  
15 corporation, also doing business as YE  
WORLD MUSIC,

16 Plaintiffs,

17 vs.

18 EMI APRIL MUSIC, INC., a Connecticut  
corporation; EMI BLACKWOOD MUSIC,  
19 INC., a Connecticut corporation; and  
DOES 1-10,

20 Defendants.

21 Case No.

22 **COMPLAINT FOR:**

- 23 **1. DECLARATORY RELIEF**
- 24 **2. RESTITUTION/UNJUST  
ENRICHMENT**
- 25 **3. CONSTRUCTIVE TRUST**

1 Plaintiffs Please Gimme My Publishing, Inc., West Brands, LLC, Ye World Publishing,  
 2 Inc., Ye World Music, and Kanye West (“Plaintiffs”), for their complaint against EMI April  
 3 Music, Inc. and EMI Blackwood Music, Inc. (“EMI”), and Does 1-10, allege as follows:

4 **NATURE OF THE DISPUTE**

5 1. Kanye West brings this action to obtain his freedom from a contract with EMI that  
 6 he has been laboring under since 2003. Even if the contract were not lopsided in EMI’s favor  
 7 (it is), even if its terms valued Mr. West’s artistic contributions in line with the spectacular success  
 8 he has achieved for EMI (they do not), and even if EMI had not underpaid Mr. West what it owes  
 9 him (EMI has), he would be entitled to be set free from its bonds. California law, as embodied in  
 10 Labor Code section 2855, prohibits EMI from enforcing obligations under a personal services  
 11 contract more than seven years after the commencement of services under that contract. Yet that  
 12 is exactly what EMI has knowingly, misleadingly, and unlawfully done to control and exploit one  
 13 of the world’s most iconic, multi-faceted, and productive talents.

14 2. It makes no difference under section 2855 whether the contract is otherwise fair, or  
 15 whether the employer has fulfilled its end of the bargain. It matters only whether the services  
 16 began more than seven years ago. There can be no dispute that this happened here. The seven  
 17 year period ended under this contract on October 1, 2010. For more than eight years thereafter—  
 18 more than *double* the maximum seven year period California law allows—EMI has enforced  
 19 rights in violation of California law, depriving Mr. West of the “breathing period” that California  
 20 law mandates.

21 3. The principle that one who renders personal services is entitled to a regular  
 22 “moment of freedom” to decide whether to continue working for the same employer is an essential  
 23 pillar of California public policy. It has existed since 1872 for the protection of all who render  
 24 personal services in the State. In 1931, the Legislature codified the specific period of seven years.  
 25 So important is this law that it may not be waived by a writing extracted from the employee.

26 4. Mr. West has been working for EMI under the 2003 contract for over 15 years.  
 27 EMI has unjustly earned millions of dollars by tethering Mr. West’s songwriting efforts for an  
 28 unlawful term. He is entitled to his freedom. By this lawsuit, Mr. West seeks a judicial

1 declaration that EMI may no longer enforce that contract against him. Mr. West also seeks a  
 2 declaration that EMI may not exploit the compositions he wrote and delivered to EMI once the  
 3 contract became unenforceable, in October 2010. To allow otherwise would allow EMI to obtain  
 4 the benefit of an unenforceable contract. Instead, the Court should declare that Mr. West is  
 5 entitled to ownership of those works, free and clear of any obligations to EMI. In addition, EMI  
 6 should be ordered to restore to Mr. West the portion of revenue his songs generated that EMI  
 7 retained after the contract was no longer enforceable, for at least the four years before Mr. West  
 8 filed this lawsuit.

#### 9 JURISDICTION AND VENUE

10 5. This Court has jurisdiction over the subject matter of this action pursuant to  
 11 Sections 410.10 and 1060 of the California Code of Civil Procedure.

12 6. This action is properly filed with this Court because Mr. West is a resident of Los  
 13 Angeles County, EMI maintains offices and does business within, and/or has continuous and  
 14 systematic contacts with entities and persons and entities in Los Angeles County, and the wrongful  
 15 acts of EMI were intended to, and did, cause harm to Mr. West in Los Angeles County.

#### 16 THE PARTIES

17 7. Plaintiff Kanye West is an individual who resides and works in Los Angeles  
 18 County. He has rendered services under the contract at issue in this case at various locations  
 19 throughout the City and County of Los Angeles.

20 8. Plaintiff West Brands, LLC is a limited liability corporation organized under the  
 21 laws of the State of Delaware, with its principal place of business in Los Angeles County. It  
 22 exists to, among other reasons, furnish the services of and own assets created by Mr. West.

23 9. Plaintiff Ye World Publishing, Inc, also doing business as Ye World Music, is a  
 24 corporation organized under the laws of the State of Delaware, with its principal place of business  
 25 in Los Angeles County. It exists to, among other reasons, furnish the services of and own assets  
 26 created by Mr. West.

27 10. Plaintiff Please Gimme My Publishing, Inc. is a corporation organized under the  
 28 laws of the State of New York, with its principal place of business in Los Angeles County. It

1 exists to, among other reasons, furnish the services of and own assets created by Plaintiff Kanye  
 2 West.

3       11.     Defendant EMI April Music, Inc. is a corporation organized under the laws of the  
 4 State of Connecticut and is an affiliate of Defendant EMI Blackwood Music, Inc. Plaintiffs are  
 5 informed and believe that EMI April Music handles publishing activities for compositions whose  
 6 public performance rights are licensed to the American Society of Composers, Authors, and  
 7 Publishers (“ASCAP”).

8       12.     Defendant EMI Blackwood Music, Inc. is a corporation organized under the laws  
 9 of the State of Connecticut and is an affiliate of Defendant EMI April Music, Inc. Plaintiffs are  
 10 informed and believe that EMI Blackwood Music handles publishing activities for compositions  
 11 whose public performance rights are licensed to Broadcast Music Inc. (“BMI”).

12       13.     These sister corporations claim to be among the largest music publishers in the  
 13 world, controlling the publishing rights to millions of compositions. EMI maintains corporate  
 14 offices and conducts extensive business activities in Los Angeles County.

15       14.     Plaintiffs are unaware of the true names and capacities of the Defendants sued  
 16 herein as DOES 1 through 10, and therefore sue these Defendants by such fictitious names.  
 17 Plaintiffs are informed and believes, and on that basis alleges, that each of such fictitiously named  
 18 Defendants was acting as the agent, partner, or joint venturer of the other Defendants and is jointly  
 19 and severally responsible for the acts and omissions alleged herein.

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

##### **A. Kanye West becomes a force in the music business.**

22       15.     In a career that has thus far spanned over twenty years, and is far from peaking,  
 23 Kanye West has established himself as one of the preeminent and commercially successful  
 24 songwriters, music producers, recording artists, fashion designers, and trendsetters of our time. In  
 25 April 2015, *Time* magazine named him of the “100 Most Influential People in the World.”

26       16.     Mr. West was born in Atlanta in 1977 and grew up mostly in Chicago. Although  
 27 offered a scholarship to study painting at Chicago’s American Academy of Art, he enrolled at  
 28 Chicago State University, intending to major in English.

1       17. By the time he began college, Mr. West had already pursued his interest in music  
 2 by producing records for other artists in the Chicago area. His talents first came to the attention  
 3 of the industry through his skill to create hits, starting in the mid-1990s, while he was still in his  
 4 late teens, for such performers as Foxy Brown, Harlem World, Nas, and D-Dot.

5       18. The year 2000 turned into a breakout year for Mr. West. He produced what has  
 6 come to be regarded as one of the most influential hip-hop albums of all time, *The Blueprint*, for  
 7 recording artist Jay Z. Mr. West also co-wrote four of the songs. In addition to helping  
 8 revitalize Jay Z's career, Mr. West's work on that album caused other recording artists, including  
 9 Beanie Sigel, Freeway, and Cam'ron, to seek him out to produce their recordings. During this  
 10 period, he also gained significant recognition as a songwriter, capable of writing hits for other  
 11 performers, such as Janet Jackson, Alicia Keys, and Ludacris.

12       19. Mr. West moved to California in the early 2000s and continued to write and  
 13 produce hit records. In 2002, he was injured in a near-fatal car accident, which resulted in his jaw  
 14 being wired shut for several weeks. While in the hospital, he wrote a song about the experience,  
 15 "Through the Wire," when his mouth was still wired shut—a fact he references in the lyrics. The  
 16 song became the lead single on his first solo album, *College Dropout*. Rock-A-Fella Records  
 17 released the album in February 2004 and "Through the Wire" quickly rose to reach the #2 position  
 18 in *Billboard* magazine's Hot 200 list of the top-selling singles in the country. Another hit single  
 19 from the album, "Jesus Walks," won a Grammy award in 2005. The album debuted in the #2 spot  
 20 on *Billboard*, and reached "platinum" status (one million units sold) within two months. It has  
 21 sold more than 4 million units. To date, Mr. West has won 21 Grammy awards and received 69  
 22 nominations, making him one of the top Grammy winners in history and among the most  
 23 decorated hip-hop artists in the world.

24       **B. Mr. West signs a contract with EMI in 2003 for the publishing rights to his songs.**

25       20. A music publisher represents a songwriter in several aspects of the music business.  
 26 It acts as a representative for the composer if a recording artist wants to record one of the  
 27 songwriter's works or if someone, such as the producer of a movie or commercial advertisement,  
 28 wants to use a recording of the song in a movie or TV ad. A publisher typically retains a

1 percentage of the license fees paid for those and other uses of the work. It often agrees to  
 2 advance the songwriter funds against royalties from works the songwriter will create.

3       21. EMI claims to be one of the largest, if not *the* largest music publishers in the world.  
 4 It claims to have more than two million songs in its catalog and generate more than \$4 billion  
 5 annually from their exploitation.

6       22. During the recording of *College Dropout*, EMI approached Mr. West to negotiate a  
 7 contract for the music publishing aspects of his career. Pursuant to an agreement that purported  
 8 to be effective as of October 1, 2003, Mr. West and Ye World Publishing, Inc., the company  
 9 through which he then conducted his songwriting activities, entered into an agreement with EMI  
 10 (the “2003 EMI Contract”), which Plaintiffs incorporate herein in full by this reference. Plaintiffs  
 11 will lodge a true and correct copy of the contract with the Court, upon entry of a protective order,  
 12 as “Exhibit A.”

13       23. The 2003 EMI Contract is an agreement by which EMI obtained Mr. West’s  
 14 personal services as a songwriter. It states that, during its “Term” (as EMI defined that, and as  
 15 discussed below), Mr. West will not “either directly or indirectly write musical compositions for”  
 16 anyone other than EMI. *See ¶ 16.02.* It requires Mr. West to deliver to EMI—and only EMI—the  
 17 publishing rights to every song Mr. West writes during that “Term.” *See ¶ 2.01.*

18       24. Under the 2003 EMI Contract, Mr. West agreed to write and deliver to EMI a  
 19 minimum number of new songs (or “Compositions”) every “Contract Year” (as EMI defined that  
 20 term and as discussed below) that were good enough to be chosen to be recorded on an album  
 21 released by one of the major record companies. If those albums were successful enough, EMI  
 22 would pay “royalties” to Mr. West, as defined in the contract. EMI agreed to pay Mr. West an  
 23 advance of a few hundred thousand dollars against those potential royalties.

24       25. When EMI put that in writing, it was not nearly that simple. The 2003 EMI  
 25 Contract is 45 pages long and contains dozens of provisions. EMI defined key contract terms to  
 26 mean something other (or more) than what one would expect them to mean in plain English. In  
 27 so doing, EMI placed significant, additional burdens on Mr. West’s work.

28

1       26.     The 2003 EMI Contract’s “Term” consists of three “Contract Years” plus one  
 2 optional “Contract Year.” *See ¶¶ 3.02 & 3.03.* The contract requires Mr. West to write and  
 3 deliver to EMI, in each “Contract Year” during the “Term,” at least three “Full New  
 4 Compositions.”

5       27.     As defined by EMI, the term “Full New Compositions” does not mean merely an  
 6 original song that Mr. West has written during the contract term. Each such song must also be  
 7 “embodied” on a studio (as opposed to a concert) record album having a playing time of at least 35  
 8 minutes, released by one of a handful of listed “Major” record labels, during the applicable  
 9 “Contract Period.” *See ¶¶ 1.03, 1.09 & 4.01.* In addition, a “Composition” counts only if the  
 10 record company has agreed to pay a specific, minimum mechanical royalty for the use of his  
 11 composition. *See ¶ 4.01(b).*

12       28.     EMI defined the word “Full” (as used in the term “Full New Compositions”) to  
 13 impose additional requirements on Mr. West. “Full” means that, if Mr. West is not recognized as  
 14 the sole writer of the composition, that composition counts towards his minimum number only as  
 15 to the fractional amount of credit Mr. West receives for it. But under the contract, EMI further  
 16 reduced the credit for such a song, using a formula tilted in EMI’s favor. *See ¶¶ 4.01 & 5.04(b).*  
 17 In a business where a song written by one person often gets added to by others during the studio  
 18 recording process, that can mean that Mr. West has to write and have recorded many more than  
 19 three new songs in a “Contract Year” to satisfy EMI.

20       29.     To determine how long Mr. West is required to render his services exclusively to  
 21 EMI, the 2003 EMI Contract defines the term “Contract Year” to mean something more than 12  
 22 months. To EMI, a contract, a “Contract Year” means the *longer* of either 12 months from the  
 23 commencement of that “year” or *however long* it might take Mr. West to write the minimum  
 24 number of qualifying songs required of him in any “Contract Year.” *See ¶ 3.04.* Thus, if in a  
 25 given “Contract Year” Mr. West is required to write three “Full New Compositions,” that contract  
 26 year would span *at least* 12 months from when it began. But for purposes of determining the  
 27 term of Mr. West’s servitude to EMI, that “year” would not actually *end* until Mr. West wrote and  
 28 delivered to EMI the last of those three “Full New Compositions,” that is, until major record

1 companies released enough studio albums containing enough songs, written in whole or in part by  
 2 Mr. West, that added up, under EMI's song credit formula, to three such "Full New  
 3 Compositions." Depending on numerous factors beyond Mr. West's contract, that could take one  
 4 calendar year, two calendar years, or many more calendar years. As a result, EMI could purport  
 5 to require Mr. West to continue to render exclusive services to EMI for years, perhaps even for the  
 6 rest of his life.

7       30.     EMI's ownership interest in Mr. West's songs was not confined to those that were  
 8 eventually recorded. Instead, EMI obtained ownership of *every* song Mr. West would write  
 9 during the Term, regardless of whether it was recorded on an album released by a major record  
 10 company, recording on an album released by some other company, or never recorded by anyone.  
 11 EMI owns them all. *See ¶¶ 2.01, 5 & 8.01.*

12       31.     Nor do EMI's rights end at the end of the contract's "Term." No matter when the  
 13 contract term ends, the contract states that EMI retains its rights to all new compositions for the  
 14 *longer* of 12 years (later reduced to 10 years), or when EMI has recouped all advances it made to  
 15 Mr. West, or when he has paid EMI 120% of all unrecouped advances. *See ¶ 7.01(a)-(c).* Only  
 16 then, if ever, do the publishing rights to Mr. West's compositions revert to him.

17       32.     Under the contract, Mr. West was eligible to receive additional money from EMI  
 18 for his songs. That would depend on whether the albums on which recording of his songs were  
 19 included generated enough revenue to EMI (which held the right to license the use of Mr. West's  
 20 songs to a record company that wanted to record them) to exceed the advance EMI paid Mr. West.

21       33.     That determination is made under the "royalty" provisions of the contract. *See*  
 22 *¶ 10.* From the revenues that EMI would receive from the licensing of Mr. West's songs, EMI  
 23 first recoups all costs associated with generating revenue from the compositions. This includes an  
 24 EMI "Administration Fee" (as defined), the cost of collecting all income, payments made to co-  
 25 composers, the cost of lead sheets and copyright registrations, fees paid to ASCAP, BMI, the  
 26 Harry Fox Agency, and others for licensing performance and synchronization rights, certain EMI  
 27 legal fees, and any other "reasonable and customary" out-of-pocket expenses related to Mr. West's  
 28 compositions and EMI's exploitation of them. *See ¶ 1.10.* EMI agreed to "credit" Mr. West's

1 royalty account with certain percentages of whatever remains, depending on the territory and  
 2 nature of the revenue.

3 **C. EMI extends the 2003 EMI contract through 2017 and beyond.**

4 34. Mr. West's career exploded after the February 2004 release of *College Dropout*.  
 5 Over the next nine years, he released five new studio albums that sold millions of copies. He  
 6 appeared live in concert hundreds of times to entertain millions of fans. And he became one of  
 7 the most influential and successful entertainers on the planet. Those studio albums were *Late*  
 8 *Registration* (2005), *Graduation* (2007), *808s & Heartbreak* (2008), *My Beautiful Dark Twisted*  
 9 *Fantasy* (2010), and *Yeezus* (2013). Mr. West wrote many of the songs on those albums, and  
 10 wrote more during these years for others to record.

11 35. During those nine years, none of this escaped EMI's attention. At every turn, it  
 12 sought to extend the term of its exclusive control over Mr. West's songwriting services and, as  
 13 alleged in more detail below, EMI did so knowing that it was violating Mr. West's fundamental  
 14 rights under California law.

15 **The 2005 EMI Extension**

16 36. Pursuant to a document entered into as of May 1, 2005, which Plaintiffs incorporate  
 17 herein in full by this reference, EMI obtained an option to extend the "Term" of the contract for an  
 18 additional "Contract Year" and to have Mr. West write an additional three "New Compositions"  
 19 during that period (the "2005 Extension"). Plaintiffs will lodge a true and correct copy of the  
 20 document with the Court, upon entry of a protective order, as "Exhibit B."

21 **The 2006 Extension**

22 37. Pursuant to a document entered into as of October 1, 2006 (the "2006 Extension"),  
 23 which Plaintiffs incorporate herein in full by this reference, EMI purported to extend the "Term"  
 24 of the contract. Plaintiffs will lodge a true and correct copy of the document with the Court, upon  
 25 entry of a protective order, as "Exhibit C."

26 38. Under the 2006 Extension, EMI replaced the 2005 grant of an optional "Contract  
 27 Year" with an entirely new "Contract Period" (the "Second Contract Period") that would begin on  
 28 October 1, 2006 and run continuously for three new "Contract Years." In addition, EMI

1 purportedly obtained an additional “Option Period” to commence “immediately upon the  
 2 expiration” of the Second Contract Period, that would be of equal duration to the Option Period  
 3 EMI had obtained in the 2003 EMI Contract, that is, the longer of 12 months or the date by which  
 4 Mr. West wrote and delivered the required number of “New Compositions.” EMI also  
 5 purportedly obtained a “Second Option Period” that, if exercised, would commence “immediately  
 6 upon the expiration” of the “First Option Period” and end when Mr. West had written and  
 7 delivered the required number of “New Compositions.” At a minimum, coupled with the 2003  
 8 EMI Contract, EMI obtained under the 2006 extension a continuous period of Mr. West’s  
 9 exclusive songwriting services of at least six calendar years, plus two optional calendar years,  
 10 which required Mr. West to write and deliver the minimum number of New Compositions every  
 11 “Year.” If he did not do so within those periods, the term of the contract had no end.

12       39.     Further, EMI raised the bar on its requirements for Mr. West’s songwriting during  
 13 the two Option Years. Mr. West had to write *twice* the number of songs (a total of six in that  
 14 “Year”). And to qualify as “New Compositions,” three of Mr. West’s six new annual songs  
 15 would have to be released on an album by an artist whose immediately prior album had sold at  
 16 least 600,000 units (100,000 more than required to reach the Recording Industry Association of  
 17 America’s “Gold” status) or on any album recorded by Mr. West himself. As a practical matter,  
 18 this pressured Mr. West to increase his pace of recording his own studio albums.

19       40.     There was no break in the services Mr. West was obligated to render under the  
 20 2003 EMI Contract and the new term provided under the 2006 Extension.

21       41.     The 2006 Extension contains a paragraph that reflects EMI’s awareness that its  
 22 contract with Mr. West violated California public policy, and particularly the Seven Year Rule  
 23 embodied in California Labor Code section 2855. Paragraph 10 in pertinent part disclaims that  
 24 “for purposes of California law,” neither the 2003 EMI Contract nor the 2006 Extension  
 25 “constitute contracts for any of your personal services.” Instead, the contract requires Mr. West  
 26 merely to “deliver” to EMI his ownership interest in the songs he writes. It states further that Mr.  
 27 West would not “make any claims that you are not required, under California law or otherwise, to  
 28 fulfill all obligations set forth in the [2003 EMI Contract] and/or this Modification.” And it says

1 that Plaintiffs “acknowledge that this paragraph is to avoid compromise of [EMI]’s rights by  
 2 reason of a finding of applicability of California law but does not contain an admission by [EMI]  
 3 that California law is actually applicable.” In short, EMI inserted self-serving language in the  
 4 contract to avoid the fact that EMI was seeking to enforce a personal services agreement against  
 5 Mr. West more than seven years after he commenced his services under it, which is a direct  
 6 violation of California Labor Code section 2855.

7       42.     In addition, the waiver EMI sought to obtain is itself unlawful. Given that, by its  
 8 own acclaim, EMI is one of the biggest music publishers in the world, the lawyers in its legal  
 9 department were well aware that the California Court of Appeal had, nearly 70 years earlier,  
 10 declared that such employer-inserted clauses were unenforceable. *See De Havilland v. Warner*  
 11 *Bros.*, 67 Cal. App. 2d 225, 236 (1944) (the rights granted an employee under Section 2855 “may  
 12 not be contravened by private agreement”). That remains the law today.

13       43.     Not only are the provisions of paragraph 10 of the 2006 Extension unenforceable,  
 14 they are comically inconsistent with a paragraph in the contract that appears right above it.  
 15 Whereas EMI sought in paragraph 10 to avoid application of Labor Code Section 2855 to Mr.  
 16 West’s services by writing that the contract did not constitute one for his personal services, EMI  
 17 took the opposite position in paragraph 8. There, EMI wrote:

18              You (Mr. West) hereby represent and warrant that to [EMI] that You will,  
 19 throughout the entire Term as extended by this Modification, remain actively  
 20 involved in writing, recording and producing Compositions and Major Label  
 21 Albums, as Your principle occupation. At no time during the Term will you seek  
 22 to retire as a songwriter, recording artist or producer or take any extended hiatus  
 23 during which you are not actively pursuing Your musical career in the same basic  
 24 manner as You have pursued such career to date. (The preceding representation  
 25 shall not be deemed to prevent You from taking a vacation of limited duration.)

26       44.     EMI would have had no interest in ensuring that Mr. West continued to write,  
 27 record, and produce songs, and continue to “actively” pursue his music career, unless it was party  
 28 to a contract with Mr. West that required him to render personal songwriting, recording, and

1 producing services. Under the 2003 EMI Contract, only Mr. West can discharge the songwriting  
 2 obligations. A song written by anyone else does not satisfy his obligations to EMI.

3       45. Other aspects of the 2003 EMI Contract make clear that it is an agreement for Mr.  
 4 West's personal services and not merely for the "delivery" of "rights." For example, it states that,  
 5 if Mr. West desires during the Term to write new compositions for use in a movie or TV program,  
 6 EMI shall "furnish Your writing services on a 'loan out' basis to write such Film music." *See*  
 7 ¶ 8.05(d). Another provision gives EMI the right to secure insurance securing Mr. West's life and  
 8 capacity, in whatever amount EMI chooses and to require Mr. West to attend any reasonable  
 9 medical examinations required by the insurer. *See* ¶ 15.01. These are expected provisions of a  
 10 personal services agreement, particularly one where the services are valuable and unique.

11       46. The statement in paragraph 10 of the 2006 Extension that disclaims that Mr. West  
 12 is rendering personal services is thus a mere legal fiction, invented by EMI to hide the fact that the  
 13 contract plainly requires Mr. West to render personal services to EMI, and that EMI was planning  
 14 to have Mr. West do so for more than seven years. (That said, Mr. West appreciates that EMI has  
 15 been willing during these years to allow him to take vacations "of limited duration.")

16 **The 2009 Extension**

17       47. Three years (and a month) after the parties signed the 2006 Extension, EMI  
 18 purportedly obtained a new extension of the 2003 EMI Contract (the "2009 Extension").  
 19 Plaintiffs will lodge a true and correct copy of the document with the Court, upon entry of a  
 20 protective order, as "Exhibit D."

21       48. Under the 2009 Extension, EMI inserted an additional "Contract Period" (the  
 22 "Third Contract Period") that would begin on November 1, 2009 and run continuously for three  
 23 new "Contract Years," that is, to the latter of October 31, 2012 or delivery of the required number  
 24 of New Compositions. At the end of that period, EMI would retain its prior options for two  
 25 additional "Optional Years." Mr. West purportedly became obligated to write and deliver 18  
 26 New Compositions during the new, "Third Contract Period," with each composition subject to the  
 27 same requirements found in the prior contract and extension.

28

1       49.     The 2009 Extension contains the same self-serving and unenforceable disclaimer  
 2 regarding Mr. West's personal services that the 2006 Extension contains (found in paragraph 9 in  
 3 the 2009 Extension), and the same contradictory representation and warranty from Mr. West that  
 4 he will continue to remain actively involved in writing, recording, and producing New  
 5 Compositions throughout the term, again subject to taking "a vacation of limited duration" (found  
 6 in paragraph 7 in the 2009 extension).

7       50.     There was no break in the services Mr. West was obligated to render under the  
 8 2003 EMI Contract and the new term provided under the 2009 Extension.

9 **The 2011 Extension**

10      51.     Two years after the parties signed the 2009 Extension, on November 1, 2011, EMI  
 11 purportedly obtained a new extension of the 2003 EMI Contract (the "2011 Extension"). EMI  
 12 has a copy of the 2011 Extension. Plaintiffs will lodge a true and correct copy of the document  
 13 with the Court, upon entry of a protective order, as "Exhibit E."

14      52.     When Mr. West signed the 2011 extension, more than seven years had passed since  
 15 he began rendering his personal services to EMI under the 2003 EMI Contract. In fact, it had  
 16 been eight years and one month. Even so, EMI obtained his signature on a contract extension that  
 17 would purportedly extend the uninterrupted period of his services even further.

18      53.     In the 2011 Extension, EMI acknowledged that the Term of the existing contract, as  
 19 extended, required Mr. West to render services under the Third Contract Period until *the later of*  
 20 November 31, 2012 (more than **nine years** after he began rendering services under it), or 30 days  
 21 after he wrote, recorded, and delivered the required number of New Compositions.

22      54.     Notwithstanding that, EMI purportedly obtained three "Option Periods," the first of  
 23 which would begin, if exercised, immediately upon the expiration of the Third Contract Period,  
 24 the second immediately upon the expiration of the first, and the third immediately upon expiration  
 25 of the second, so that Mr. West would be obligated to continue to render his personal services until  
 26 the later of October 31, 2015 or 30 days after he fulfilled his obligation to deliver the required  
 27 number of New Compositions for each of those "Option Periods." At that point, Mr. West's  
 28 service to EMI under the 2003 EMI Contract would have spanned **more than 12 years**.

1       55. EMI also required Mr. West to write and deliver at least six new songs during each  
 2 new “Option Period,” three of which would have to be recorded by Mr. West or an artist whose  
 3 immediately prior album had sold at least 400,000 units.

4       56. As with the prior two extensions, the 2011 Extension contains the same self-serving  
 5 and unenforceable disclaimer regarding Mr. West’s personal services that the 2006 Extension  
 6 contains (found in paragraph 8 in the 2011 Extension), and the same contradictory representation  
 7 and warranty from Mr. West that he will continue to remain actively involved in writing,  
 8 recording, and producing New Compositions throughout the term, again subject to taking “a  
 9 vacation of limited duration” (found in paragraph 7 in the 2009 extension).

10      57. By the end of 2011, Mr. West had written, solely or with other writers, more than  
 11 200 compositions and delivered the rights to those compositions to EMI. Those songs include  
 12 many of the most influential and successful songs written in recent years.

13 **The 2014 Extension**

14      58. Three years after the parties signed the 2011 Extension, on November 5, 2014, EMI  
 15 purportedly obtained a further extension of the 2003 EMI Contract (the “2014 Extension”).  
 16 Plaintiffs will lodge a true and correct copy of the document with the Court, upon entry of a  
 17 protective order, as “Exhibit F.”

18      59. The 2014 Extension recites that the “Third Contract Period” granted EMI under the  
 19 2009 Extension was then still currently in effect, and that Mr. West still needed to write and have  
 20 recorded eight “New Compositions” to fulfill his obligations to EMI for that part of the contract’s  
 21 Term. Had the contract’s “years” actually been tied to the calendar, and not to the number of  
 22 songs Mr. West wrote and recorded during an artificial amount of time, the “Third Contract  
 23 Period” would have ended in 2012; yet two years later, it was still ongoing.

24      60. Nonetheless, EMI agreed that the “Third Contract Period” would be deemed to end  
 25 on December 31, 2014, at which point the first of EMI’s three “Option Periods” would  
 26 immediately begin, during which Mr. West had to write and record six New Compositions.

27      61. The 2014 Extension also contains an acknowledgement from EMI that it had  
 28 underpaid royalties to Mr. West, from the beginning of 2014, by using improper rates.

62. The 2014 Extension contains the same self-serving and unenforceable disclaimer regarding Mr. West's personal services and the same contradictory representation and warranty from Mr. West that he will continue to remain actively involved in writing, recording, and producing New Compositions throughout the term.

63. When Mr. West signed the 2014 extension, more than seven years had passed since he began rendering his personal services to EMI under the 2003 EMI Contract. In fact, it had been *eleven years* and one month. Even so, EMI obtained his signature on a contract extension that would extend the uninterrupted period of his services from 2003 even further.

9       64. EMI contends that the 2003 EMI Contract is still in effect. According to EMI, at  
10 the end of the “Third Contract Period” it exercised its right to the “First Option Period” granted  
11 under the 2014 Extension, and thereafter to the “Second Option Period” and “Third Option  
12 Period.” EMI also contends that Mr. West needs to write and have recorded more songs to satisfy  
13 his minimum number of “Full New Compositions” to bring the “Second Option Period” to a close.  
14 At that point, to satisfy EMI, he will have to write and have recorded *seven* more songs. In other  
15 words, although Mr. West has been rendering personal services to EMI continuously since 2003,  
16 from EMI’s point of view, the term of this contract has no end in sight.

## **FIRST CAUSE OF ACTION**

#### **(Declaratory Relief)**

19       65. Plaintiffs re-allege and incorporate herein by reference the allegations contained in  
20 Paragraphs 1 through 64 above, as though fully set forth.

66. The 2003 EMI Contract, 2006 Extension, 2009 Extension, 2011 Extension, and  
2014 Extension are referred to herein collectively as the “EMI Contract and Extensions.”

67. The EMI Contract and Extensions constitutes a personal services contract within  
the meaning of California Labor Code section 2855.

68. More than seven years has passed since Mr. West began to render his personal  
services under the EMI Contract and Extensions.

27        69. At no point since the commencement of Mr. West's services under the EMI  
28 Contract and Extensions in 2003 has he enjoyed any "moment of freedom," that is, any moment

1 during which he was freed from his obligations under the contract and able to offer his services to  
 2 anyone else, take a break from his songwriting career, or even retire from it altogether.

3       70. There now exists a dispute between Plaintiffs and Defendant EMI regarding the  
 4 parties' rights and obligations to one another under the EMI Contract and Extensions.

5       71. Plaintiffs desire a judicial declaration of their rights under the EMI Contract and  
 6 Extensions, including that:

7           a. Pursuant to California Labor Code section 2855, EMI has no further right to  
 8 enforce Plaintiffs' obligations under the EMI Contract and Extensions and no further right  
 9 to their services under that contract or otherwise.

10          b. Insofar as Paragraph 11 of the EMI Contract's 2006, 2009, 2011, and 2014  
 11 Extensions deprives Plaintiffs of the protections of California law and public policy,  
 12 including California Labor Code section 2855, it violates California law and public policy  
 13 and is unenforceable.

14          c. The Term of the EMI Contract and Extensions should be deemed to have  
 15 ended on October 1, 2010.

16          d. All rights in and to any intellectual property created by Plaintiffs on or after  
 17 October 1, 2010 should revert and be conveyed to Plaintiffs immediately, subject to no  
 18 financial or other obligations to EMI.

19       72. A declaration of the parties' foregoing rights under the EMI Contract and  
 20 Extensions is necessary and appropriate at this time so that Plaintiffs and Defendants can ascertain  
 21 their rights and obligations to one another and avoid further disputes.

### **SECOND CAUSE OF ACTION**

#### **(Restitution/Unjust Enrichment)**

22       73. Plaintiffs re-allege and incorporate herein by reference the allegations contained in  
 23 Paragraphs 1 through 64 above, as though fully set forth.

24       74. As of October 1, 2010, when the parties' contract ceased being enforceable under  
 25 California law, EMI no longer possessed the right to receive Plaintiffs' services.

75. Despite that: (a) Plaintiffs continued to provide substantial and valuable services and benefits to EMI; (b) EMI has continued to receive the results and proceeds of Plaintiffs' services; and (c) EMI has substantially benefitted from those services, including by taking assignments of Plaintiffs' rights to the compositions Mr. West delivered to EMI on and after October 1, 2010 and receiving licensing and other revenues from the exploitation, on and after that date, of compositions written both before and after October 1, 2010.

76. As a result of the foregoing, EMI has become unjustly enriched, and owes restitution to Plaintiffs for those rights, assets, and revenues, in an amount to be determined at trial but substantially in excess of the jurisdictional minimum of this Court.

### **THIRD CAUSE OF ACTION**

### **(Constructive Trust)**

12        77. Plaintiffs re-allege and incorporate herein by reference the allegations contained in  
13 Paragraphs 1 through 64 above, as though fully set forth.

14        78. Beginning on and after October 1, 2010, EMI has been holding the following  
15 property and gains that belong to Plaintiffs: (a) the ownership interest Plaintiffs conveyed to EMI  
16 in each musical composition delivered to EMI on or after October 1, 2010, and (b) the monies  
17 EMI received, during the four years before Plaintiffs filed this suit and through the date of  
18 judgment, from the exploitation of any musical composition Plaintiffs delivered to EMI, both  
19 before and after October 1, 2010, less any monies EMI has already paid to Plaintiffs with respect  
20 to such exploitation.

21        79. Plaintiffs are entitled to have the Court impose a constructive trust for Plaintiffs'  
22 benefit on the foregoing property and gains, and compel EMI to convey them to Plaintiffs.

## **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

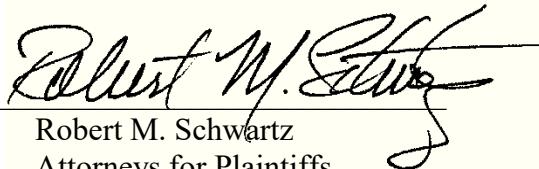
- A. For a judicial declaration of Plaintiffs' rights, as set forth above;
  - B. For an award to Plaintiffs of all monies EMI received, during the four years before Plaintiffs filed this suit and through the date of judgment, from the exploitation of

- any musical composition Plaintiffs delivered to EMI on or after October 1, 2010,  
less any monies EMI has already paid to Plaintiffs from such exploitation.
- C. For the imposition of a constructive trust for the benefit of Plaintiffs with regard to:  
(1) the ownership interest Plaintiffs conveyed to EMI in each musical composition  
delivered to EMI on or after October 1, 2010, and (2) all monies EMI received,  
during the four years before Plaintiffs filed this suit and through the date of  
judgment, from the exploitation of any musical composition Plaintiffs delivered to  
EMI on or after October 1, 2010, less any monies EMI has already paid to Plaintiffs  
from such exploitation.
- D. For an Order conveying from EMI to Plaintiffs all right, title, and interest in each  
musical composition Plaintiffs delivered to EMI on or after October 1, 2010;
- E. For Plaintiffs' attorneys' fees and costs; and
- F. For such other and further relief as the Court deems appropriate and proper.

Dated: January 25, 2019.

QUINN EMANUEL URQUHART  
& SULLIVAN, LLP

By



Robert M. Schwartz  
Attorneys for Plaintiffs