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Iggy Azalea Granted Injunction to Stop Distribution of Her Early Music



AP Images/Invision



The judge agrees that the pop star raised "serious questions" about the validity of a recording contract

Iggy Azalea has gotten a judge on Monday to issue a preliminary injunction that prevents some of her songs from being released by music companies working with ex-boyfriend **Maurice Williams** (aka rapper Hefe Wine).

In September, Azalea **filed the lawsuit** upon word of unreleased music and a purported sex tape. The Australian pop star admitted to having a relationship with Williams when she was a 17-year-old in Houston, Texas. The man followed Azalea (born Amethyst Kelly) to Atlanta, and according to the complaint, "downloaded the entire contents of Azalea's personal computer," including unreleased master recordings.

Read the ruling here.

Later, after Azalea became famous for "Fancy" and "Problem" — she was the first artist since The Beatles to have #1 and #2 concurrently on the Billboard Hot 100 chart — a joint venture among Primco, ESMG, Top Sail and Wine Enterprises, Inc. claimed that they had "secured the rights" to release an EP by Azalea titled *Inizio*.

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According to the lawsuit, though, the agreement that purportedly gave these companies exclusive rights to "manufacture, sell, distribute and advertise 'any' recording embodying visual images" of Azalea's was a forgery.

In response, the defendants **brought forward counterclaims** that sought declaratory relief they had valid rights to exploit the Azalea compositions.

In U.S. District Judge **Beverly Reid O'Connell**'s order granting the motion for preliminary injunction, she points to Azalea's explanation on why the recording agreement was fraudulent, how she believed that her signature from a personal management agreement with a man named **Kareem Chapman** had become the basis for the forged agreement.

Signatures were in the wrong usual places, paragraph numbers were out of sequence, and one of the California-based music attorneys listed as a contact on the contract declared he was never involved in negotiations nor had never authorized the use of his name. Further, Azalea noted the "inferior quality" of the recordings themselves. The judge took a listen and agreed there were "significant discrepancies in the production quality."

The defendants didn't address the inconsistencies, according to the judge, but did provide a declaration from Chapman asserting that he had witnessed Azalea signing the agreement.

However, the judge got further opportunity to weigh the conflicting evidence during a hearing on January 5 when the key parties in this dispute were cross-examined.

Azalea testified about that day in February 2009 when she was staying in a hotel in Hoboken, New Jersey and met with Chapman. She signed something, she said, but added, "When I looked at it, it just seemed really brief. It didn't seem like anything more than a simple management contract that said 20 percent."

Chapman testified too, saying she signed an agreement, but denying that he ever entered into a written management agreement with Azalea.

But during the hearing, Chapman was shown a copy of the purported recording agreement, and Chapman said that the signature page was different than what he had signed. "My signature — it was just pretty much the same," he said. "It just was in a different place." When asked what he meant, Chapman responded, "Mine was lower. Like, where I signed was lower. This is at the top of the page."

Williams gave testimony too, and the judge notes that it contradicted much of Chapman's story. For example, Azalea's ex-boyfriend testified that he had already crafted the contract by the time they arrived at the New Jersey hotel. Chapman said it was put together that day.

"The Court is thus left with sharply conflicting testimony regarding the circumstances surrounding the Recording Agreement," writes Judge O'Connell. "In light of the obvious discrepancies in the Agreement indicating that it is a fabrication, however, coupled with the many inconsistencies revealed during the Court's evidentiary hearing, the Court finds that Ms. Kelly has at the very least raised 'serious questions' about the validity of this Agreement."

The judge adds that these "serious questions" go to the merits of her copyright, trademark and right-of-publicity claims, "enough in the Ninth Circuit to grant a preliminary injunction provided that the balance of hardships tips sharply in Ms. Kelly's favor and there is still a showing on the last two elements."

By that, the judge meant that Azalea had to show she was likely to win her lawsuit and that she was facing irreparable harm.

On the internet, the defendants had posted songs and videos titled "U Ain't My Daddy Lyric Video" and "Hefe Wine 'It Ain't Trickin' Ft Iggy Azalea." Seeing this, the judge concludes that she is likely to prevail on her copyright and trademark claims as well as showing that she suffered injury from defendants' use of her likeness.

As to harm, though the defendants argued that the "bootleg" videos had already been released and spread virally and any harm to Azalea had already been done, the judge disagrees, pointing among other things, to **a case last year** that involved advanced copies of *Expendables 3* that had leaked onto torrent sites.

The judge writes: "Here, as in *Lions Gate*, Defendants' actions of releasing Ms. Kelly's sound recordings without giving her the ability to choose when and in what form she wished to do so (if ever) has damaged Ms. Kelly's goodwill with consumers by 'preventing [Ms. Kelly] from exercising control over the presentation of' her sound recordings, and 'deprived both [Ms. Kelly] and many others of revenue that will be impossible to calculate because there is no way of knowing how many people would have paid to [hear her songs] but for Defendants' infringement."

The judge has more to say. Defendants' infringement."

The judge has more to say.

"Although it may seem intuitive that her right of first publication is already lost because Defenants already released their videos, it does not appear — and Defendants do not contend — that they released the entirety of each of her copyrighted songs. That they used samples from her songs does not deprive her of the right to control when, if ever, she chooses to publish the entire song. That right remains intact."

The judge finds that the balance of hardships tips in Azalea's favor and that the artist, represented by attorneys **Howard King** and **Stephen Rothschild**, deserve a preliminary injunction. She will, though, have to put up a \$20,000 bond during the pendency of the case.

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