

25 Page 1 of 5

U.S. DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

FILED Sep 22 2025

CAROL L. MICHEL
CLERK

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$$\begin{array}{c}) \\) \\) \\) \\) \\) \\) \\) \\) \\) \\) \\) \end{array}$$

SECTION "B" (3)

HON. IVAN L. R. LEMELLE
SENIOR UNITED STATES DISTRICT JUDGE

HON. DONNA PHILLIPS CURRAULT
UNITED STATES MAGISTRATE JUDGE

These admissions were **voluntarily** made by Defendant; Plaintiff did not manufacture them. Under Fed. R. Civ. P. 36(b), an admission is binding unless withdrawn by motion, and Defendant has not moved to withdraw. Therefore, these admissions stand as established facts. The Court does not need to “concede” anything; Defendant has already admitted it. Even apart from RFAs, Defendant’s own

public statements and published articles confirm the same point.

RFA 44 (Please See Exhibit E), served before Order 76, asked:

“Admit that New Orleans is internationally recognized as a music-centered city, that its principal airport is named after jazz musician Louis Armstrong, and that Spotify USA Inc.’s music streaming and content business could benefit from engaging with artists, partners, or the music community in this district; and admit that employees working for Spotify from New Orleans may help advance such opportunities.”

In response, Defendant admitted in part, but volunteered:

“...it does not enter license agreements or pay royalties to artists but rather enters licenses with and pays royalties to record labels, distributors, performance rights organizations, and through the 17 U.S.C. § 115 blanket license.”

This volunteered admission is binding unless withdrawn. It confirms that Spotify pays royalties, which necessarily requires tallying plays, thereby meeting the asserted claim limitation.

2. Why These Admissions Are Critical

These admissions go to the heart of infringement. The ’925 patent is a continuation of U.S. Application No. 11/744,228 (published as U.S. Patent Application Publication No. 2008/0275942 A1) (Exhibit F). Under 35 U.S.C. § 120, it is entitled to the **May 4, 2007** priority date of that parent application for subject matter disclosed therein. Thus, the asserted claims of the ’925 patent benefit from the **2007** filing date, which predates Spotify’s accused systems and publications.

Defendant has attempted to avoid infringement by importing limitations that do not exist in the claims — namely, alleging that the patent requires the system to *actually pay* or *actually report*. That is false.

Defendant’s own Motion to Dismiss confirms this mischaracterization, asserting that “all claims of the ’925 patent require ... automatically calculating amounts earned by an artist and a venue” (Rec. Doc. 13, at 10).

This so-called “**Automatic Calculation Limitation**” is not found in the claims as described by the Defendant.

Contradiction Between Spotify’s Defense and Its Admissions

Source	Spotify’s Position / Admission	Impact on Infringement
Dkt. 13, Motion to Dismiss (at 7–10)	<i>“All claims of the ’925 patent require ... automatically calculating, by the processor, amounts earned by an artist and a venue playing the new media.”</i> (the “Automatic Calculation Limitation”). Even if Plaintiff alleges Spotify calculates artist payments, that is “not enough” because the claims allegedly require calculating for both artist and venue .	Spotify fabricates a “calculation limitation” not present in the claims, importing restrictions from examples in the specification instead of the claim language.
RFA 44 (Second Set)	Spotify volunteered: <i>“...it does not enter license agreements or pay royalties to artists but rather enters licenses with and pays royalties to record labels, distributors, performance rights organizations, and through the 17 U.S.C. § 115 blanket license.”</i>	This is a binding admission under Rule 36(b). By admitting it pays royalties through labels/PROs , Spotify admits it necessarily tallies plays — the very step required by the ’925 claims.
Plaintiff’s Rebuttal	The phrase <i>“to be paid”</i> in Claim 8 of the parent application describes the consequence of tallying , not an added limitation requiring actual payments. The ’925 patent claims require server-side tallying/logging of play counts for royalties to be paid, not the act of payment or venue accounting itself.	Spotify’s “Automatic Calculation Limitation” defense fails. Its own admissions (RFA 44) establish that it performs the tallying necessary for royalty payments. Thus, Spotify’s system practices the claimed invention, and infringement is admitted.

The ’925 patent claims merely require server-side tallying and logging of play counts, consistent with territorial licensing and music use reporting requirements for content distributed from a server. See Rec. Doc. 1-5, Ex. I at 9 (American licensing); Exs. A–D (European licensing). These exhibits show that **territorial licensing is inseparable from tracking and reporting usage**. That maps directly onto the ’925 patent claim language (e.g., **“a venue playing the new media”**) and reinforces that Spotify’s

system necessarily tallies plays across territories — which is infringement.

The '925 patent claims server-side tallying and logging of play counts for royalties **to be paid** in the future; they do not require performing the act of payment or reporting. This is confirmed in the parent application, U.S. Patent Publication No. 2008/0275942 A1, Claim 8: *“the system will keep track of the member’s media and files and play count for royalties **to be paid**.”* The phrase “to be paid” describes a consequence of tallying, not an additional limitation requiring payment itself. Thus, the claims require only tallying as a prerequisite to royalties “to be paid,” not the act of paying or reporting itself.

Exhibit F shows Claim 8 of the parent application (US 2008/0275942 A1). The application describes “a system such as a jukebox, kiosk, or set-top box,” but these were illustrative embodiments, not claim limitations. The inventive step was new-media distribution. Server-side tallying for royalties “to be paid” may have been known in prior art generally, but not for new-media distribution, since licenses for such distribution were not publicly available until around 2011. In the parent application, “to be paid” is described as a consequence of distribution, not as the inventive concept itself.

Defendant’s “calculation limitation” defense fails because it imports restrictions not found in the claims. Patent protection lies in the claims, not in illustrative descriptions. Defendant improperly conflates the server-side territorial music licensing described in the claims with optional client-side embodiments set forth in the specification.

By admitting it pays, Defendant has already admitted it tallies; and by tallying, Defendant has already admitted infringement because their service performs the same steps as claimed in the '925 patent.

3. Settlement and Licensing

Defendant’s Motion for Protective Order seeks to prevent further RFAs and Plaintiff has already agreed he does not need to issue more RFAs and even offered to narrow 3rd and 4th set. Moreover Defendant

has already voluntarily admitted to the conduct that constitutes infringement.

Conclusion

Plaintiff is not requesting relief through this Notice. Plaintiff submits it solely so the record reflects that Defendant has voluntarily admitted facts that establish infringement of the asserted patent, and thus has effectively conceded that settlement through licensing is the reasonable course forward..

Respectfully submitted,



21 September 2025
MANUEL TIJERINO, *Pro Se*
2141 Leslie Street, Gretna, LA 70056
515-803-8907
manueltijerino@hotmail.com

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Notice of Admission of Patent Infringement along with exhibits A-F was served on all counsel of record by email and via the Court's Electronic Document Submission System (EDSS) on this 21th day of September, 2025.

Respectfully submitted,



Manuel Tijerino, *Pro Se*

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

Manuel Tijerino	)	CIVIL ACTION NO
Plaintiff,	)	
	)	2:24-cv-02290-ILRL-DPC
	)	SECTION "B" (3)
	)	
v.	)	HON. IVAN L. R. LEMELLE
	)	SENIOR UNITED STATES DISTRICT JUDGE
	)	
Spotify USA Inc.	)	HON. DONNA PHILLIPS CURRAULT
Defendant	)	UNITED STATES MAGISTRATE JUDGE
	)	
_____	)	

EXHIBIT A - American Music performed in Europe requires a territorial music license from Anglo-American Rights European Service Agence. (aresa).



aresa

DE EN

Anglo-American Rights European Service Agency

Since 1st of July 2012, ARESA GmbH (Anglo-American Rights European Service Agency), a wholly-owned subsidiary of GEMA, is representing the mechanical rights in the Anglo-American repertoire of BMG Rights Management for online and mobile distribution within the European Economic Area (EEA) and additional territories.

REPertoire

The repertoire definition of ARESA GmbH consists of any musical work share published by a BMG Rights Management company and written by a member of the Anglo American societies (PRS, ASCAP, BMI, SESAC, AMRA, SOCAN, IMRO, SAMRO or APRA) or a musical work share written by a writer or composer who is not a member of any society or represented by Global Music Rights.

EXHIBIT B - Mr. Fedor Patrzek from aresa explains how territorial music licensing works.

Pan-European Online Music Publishing Rights / BMG

Inbox x

Free Trial



Patrzek, Fedor <fpatzrek@aresa-music.eu>

Nov 12, 2021, 9:28 AM

☆ 😊 ↩ ⋮

to me ▼

Hi Manuel,

I'm working for Munich-based ARESA GmbH, the company exclusively representing the online music publishing rights of BMG Rights Management's Anglo/American music portfolio throughout Europe and additional territories. We'd like to discuss with you the usage of music on Check1Two.

How is Check1Two currently licensed throughout Europe in relation to the mechanical and performing rights of the music tracks used ? Do you already have agreements in place with any of the European collection societies and/or ICE ?

Of course I remain at your disposal should you have any questions regarding ARESA.

Looking forward to hearing from you,
and kindest regards !

Fedor

Fedor Patrzek

Business & Legal Affairs

aresa

Rosenheimer Straße 11

D-81667 München

Tel.: +49 (0)89 / 48 003-323

Email fpatzrek@aresa-music.eu

ARES A GmbH | Sitz: München | Amtsgericht München HRB 197896 | Geschäftsführer: Dr. Kaspar Kunisch

MUSIC LICENSING IS TERRITORIAL
You can't play Lenny Kravits in Europe
without Territorial Licensing Through
ARES A.

Created by Paint S

EXHIBIT C - Mr. Fedor further explains ASCAP, BMI and SESAC licenses don't work in Europe.

On Mon, Nov 15, 2021 at 3:47 AM Patrzek, Fedor <fpatzek@aresa-music.eu> wrote:

Free Trial

Hi Manuel,

thanks for the swift response !

ASCAP's, BMI's and SESAC's reach does not extend to Europe.

So you will need to have license agreements in place not only with the European PROs, but also with the major publishers, who have withdrawn their Anglo/American repertoires from the PROs in order to license these repertoires directly to DSPs.

In the case of BMG, we have been mandated to exclusively license both mechanical as well as public performance rights in their Anglo/American repertoire throughout Europe.

Your service is not geo-blocked at all, right ? So theoretically Check1Two is available worldwide, without any restrictions ?

Best,
Fedor

Fedor Patrzek
Business & Legal Affairs

aresa

[Rosenheimer Straße 11](#)

[D-81667 München](#)

Tel.: +49 (0)89 / 48 003-323

Email fpatzek@aresa-music.eu

Created by Paint S

EXHIBIT D - Plaintiff Explained Territorial Music Licensing to Defendant using a Lenny Kravits

example after our very first meet and confer to demonstrate venue (territory of usage) patent claim limitations step.

I appreciate the time you and your client took to discuss potential resolutions to this matter. I found our discussion productive, and I look forward to continued dialogue toward a mutually acceptable resolution. The article with direct uploads during 2018-2019 clarified both venue interpretations, the wide one was specified as artists will get to keep 100% of their royalties from PRO's.

To clarify the wider scope of the patent claims at issue and facilitate discussions, I am providing the attached example illustrating how the claim limitations apply in this case. This is **not a settlement communication**, but rather an explanatory document to assist in understanding the nature of the claims and their applicability.

Detailed Description Supports:

“The **web service helps to track usage** and session tracking **to keep compliance with ASCAP licensing for popular music.**”

Wide interpretation of patent claim element:

... **a venue playing the new media**

Argument about venue playing the new media is, a Lenny Kravits example. Lenny Kravits is a well known artist in **New Orleans** from **New York** and is a **BMG** artist, represented by **ASCAP** (the American Society of Composers, Authors, and Publishers). Since 1st of July 2012, **ARESA GmbH** (Anglo-American Rights European Service Agency), a wholly-owned subsidiary of **GEMA**, is representing the mechanical and **performance rights** in the Anglo-American repertoire of BMG Rights Management for **online** and **mobile distribution** within the **European Economic Area (EA)** and additional **territories**, “emphasis added”.

The repertoire definition of ARESA GmbH consists of any musical work share published by a **BMG** Rights Management company and written by a member of the Anglo American societies (PRS, **ASCAP**, BMI, SESAC, AMRA, SOCAN, IMRO, SAMRO or APRA) or a musical work share written by a writer or composer who is not a member of any society or represented by Global Music Rights.

In simple terms, when someone makes a **online** or **mobile distribution** app from the **U.S.** and licenses **Lenny's** Music through **ASCAP** in order to legally play **Lenny's** American Music in Europe you need licenses from **ARESA** who describes **territories**. Licensing is territorial, and **music use reporting** comes from the **licensing requirements**.

In this specific example whether Spotify or its partners tracked and reported directly or indirectly to ARESA, or to ASCAP through reciprocal Agreements and they in turn report to ARESA, the what (played where) must still be reported otherwise it wouldn't be legal to play popular music without reporting since that is how artists get paid by the PROs. ARESA handle both mechanical and performance licensing... Kind Regards, Manny 515-803-8907

EXHIBIT E - Defendant's Response to Plaintiff's Request for Admission No. 44

(Attached hereto is a true and correct copy of Defendant Spotify USA Inc.'s Response to Plaintiff's Request for Admission No. 44, highlighting Spotify's admission that it "enters licenses with and pays royalties to record labels, distributors, performance rights organizations, and through the 17 U.S.C. § 115 blanket license.")

REQUEST FOR ADMISSION NO. 44:

Admit that New Orleans is internationally recognized as a music-centered city, that its principal airport is named after jazz musician Louis Armstrong, and that Spotify USA Inc.'s music streaming and content business could benefit from engaging with artists, partners, or the music community in this district; and admit that employees working for Spotify from New Orleans may help advance such opportunities.

RESPONSE TO REQUEST FOR ADMISSION NO. 44:

In addition to the General Objections, incorporated by reference herein, Spotify objects to Request for Admission No. 44 on the ground and to the extent that it seeks information that is not relevant to whether venue is proper in the Eastern District of Louisiana under 28 U.S.C.

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§ 1400(b). Spotify further objects to Request for Admission No. 44 on the ground that "partners" and "the music community" are vague, ambiguous, and undefined. Subject to and without waiving the foregoing objections, and the General Objections, Spotify responds as follows:

Spotify admits that New Orleans is internationally recognized as a music-centered city and that its principal airport is named after jazz musician Louis Armstrong. Spotify denies that it requires any employee to be located in New Orleans or anywhere else in the Eastern District of Louisiana as a condition of their employment, denies that its business requires any employee to be located in New Orleans or anywhere else in the Eastern District of Louisiana, and states that it does not enter license agreements or pay royalties to artists but rather enters licenses with and pays royalties to record labels, distributors, performance rights organizations, and through the 17 U.S.C. § 115 blanket license. Spotify denies Request for Admission No. 44 except to the extent expressly admitted in this response.

EXHIBIT F - Claim 8 of U.S. Patent App. Pub. No. 2008/0275942 A1 (parent of the '925 patent).

US 20080275942A1

(19) **United States**(12) **Patent Application Publication**
Tijerino(10) **Pub. No.: US 2008/0275942 A1**(43) **Pub. Date: Nov. 6, 2008**(54) **USER DEFINED INTERNET JUKEBOX
KIOSKS SET TOP BOX****Publication Classification**

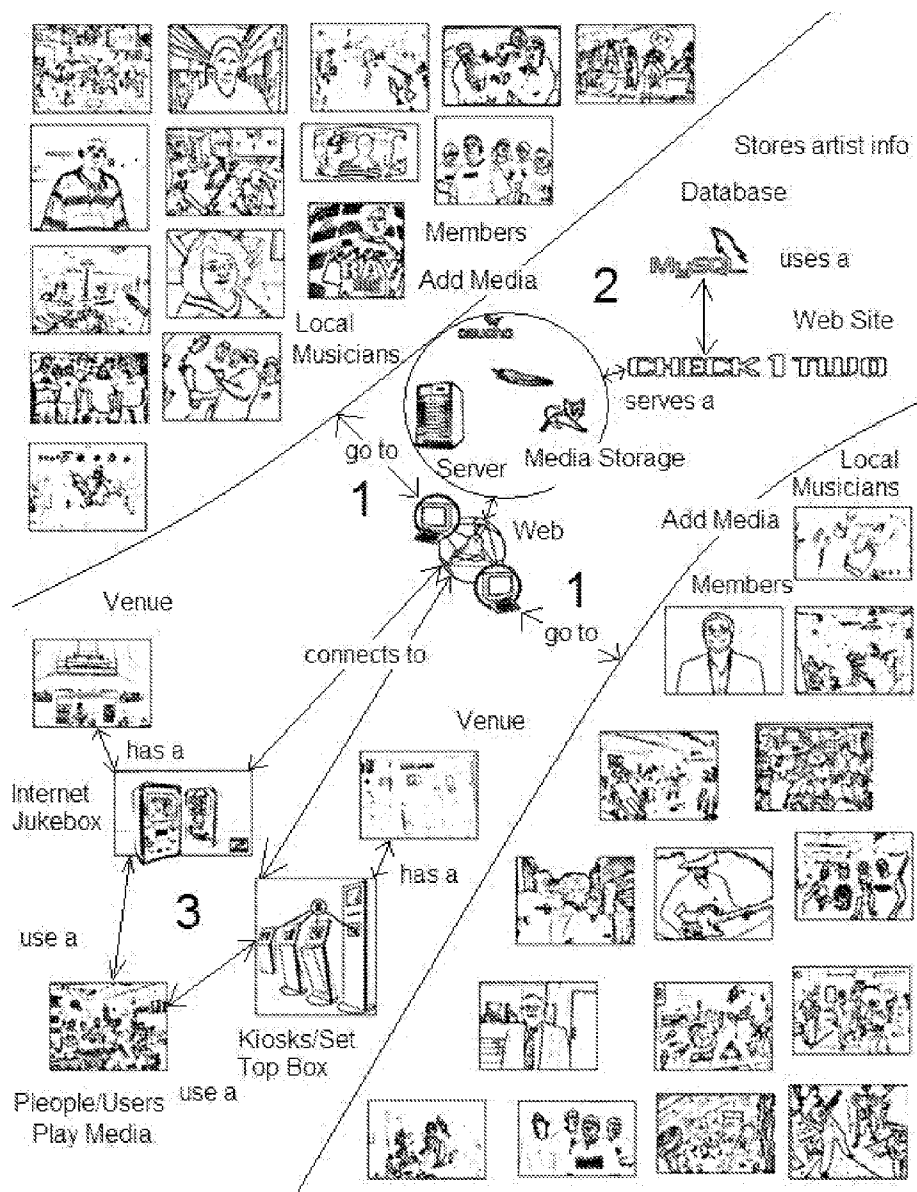
(51) **Int. Cl.**
G06F 15/16 (2006.01)
H04N 7/16 (2006.01)
 (52) **U.S. Cl.** **709/203; 725/2**
 (57) **ABSTRACT**

(76) Inventor: **Manuel Ignacio Tijerino,**
Hammond, LA (US)

Correspondence Address:
MANUEL TIJERINO
409 OAKLANE DRIVE, UNIT A
HAMMOND, LA 70403 (US)

(21) Appl. No.: **11/744,228**(22) Filed: **May 4, 2007**

A system such as an Internet Juke Box, Kiosk, or Set Top Box connected to the network which is database driven and tied to an on line internet site where local artist and musicians can create a profile which will allow them to upload their media, being images, music and videos, and later go to an establishment that has this system and play it. The system will have the ability to expose local musicians to the masses and earn them money.



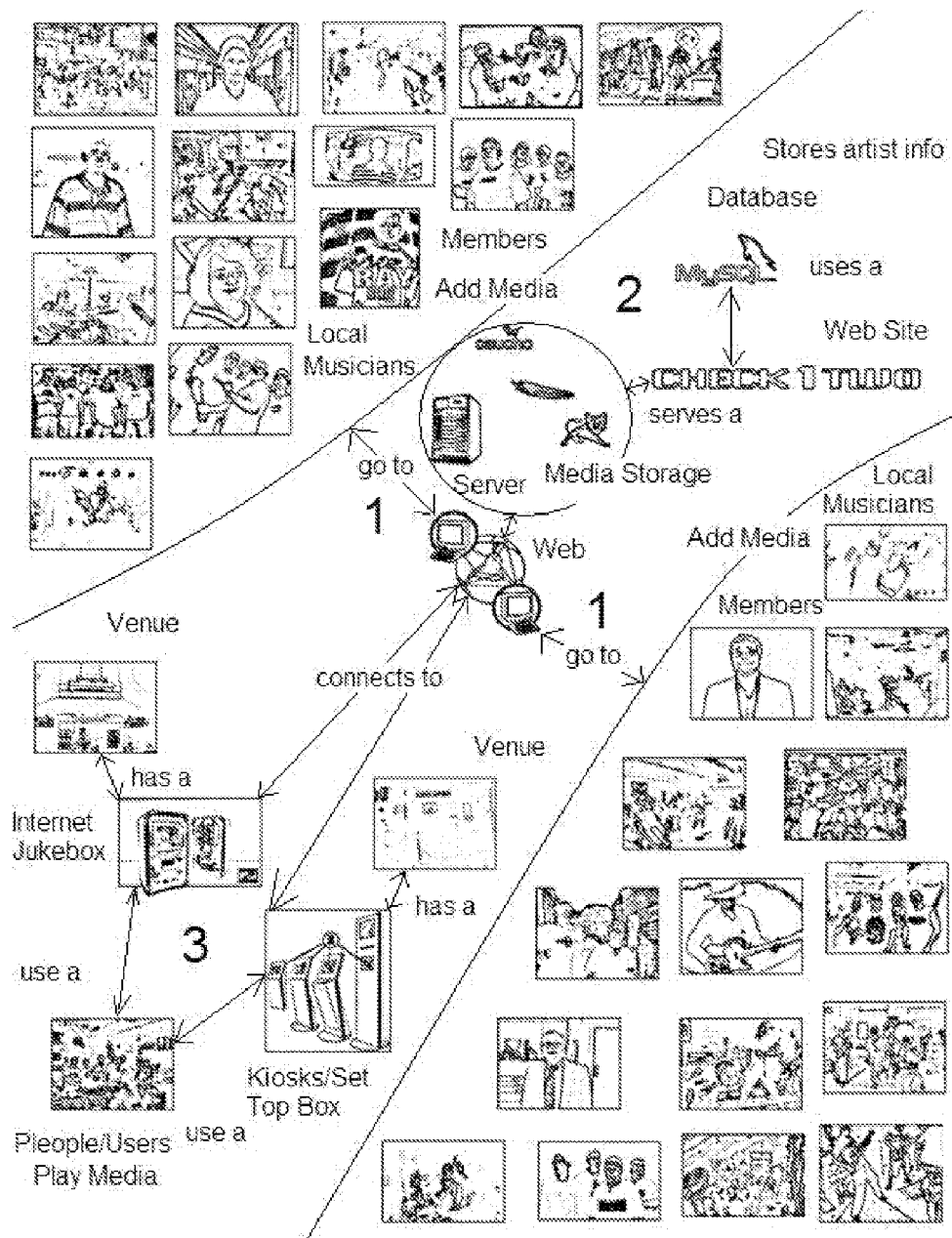


Fig. 1.

US 2008/0275942 A1

Nov. 6, 2008

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USER DEFINED INTERNET JUKEBOX KIOSKS SET TOP BOX

CROSS-REFERENCE TO RELATED APPLICATIONS

[0001] Not Applicable

STATEMENTS REGARDING FEDERALLY SPONSORED RESEARCH OR DEVELOPMENT

[0002] Not Applicable

REFERENCE TO SEQUENTIAL LISTING, A TABLE OR A COMPUTER PROGRAM LISTING COMPACT DISK APPENDIX

[0003] Not Applicable

BACKGROUND OF THE INVENTION

[0004] 1. Technical Field and Industrial Applicability of the Invention

[0005] This invention relates to systems and methods for exposing local artist to the masses.

[0006] 2. Description of the Related Art

[0007] Making music takes a lot of time, dedication and money. The people lucky enough to have a band still have to work hard at playing shows and exposing themselves in a way that will counter the heavy cost of equipment and practice room rent. Current internet jukeboxes serve media in digital format, therefore artist have to pay big bucks to get a digital record and still so few get air play. Before the invention of the internet jukebox, an artist had to know someone to get their cd's into the jukebox. Now with the great technological advances of the internet and internet jukeboxes artist still have to audition, submit, and practically beg the companies to put their music in their systems. Some companies will not even consider you unless you have an existing record deal. If your music is not mainstream you can forget about getting it played on any jukebox.

BRIEF SUMMARY OF THE INVENTION

[0008] As a programmer, musician, and sole creator of <http://www.chech1two.com> I have noticed the struggle faced by many local artist and musicians in the ability of promoting their music by means of the internet jukeboxes. The present invention relates particularly to the ability of a band, artist, and or individual musician to easily upload their media to a website that is directly linked to an internet jukebox, kiosk, and or set top box.

[0009] Jukebox systems are widely used in establishments as means of promoting well known musicians. The not so well known musicians can use this invention to promote themselves without having the clout previously needed. Typically, the musicians will upload their media to the system which will allow them to earn fees and royalties. The novelty of the invention is the power an individual will have in promoting themselves.

[0010] This invention will put an end to the current struggle local musicians face today in getting their music played in the

internet jukeboxes and create better livelihoods for individual artist and bands that may have never otherwise had a chance to be heard.

BRIEF DESCRIPTION OF THE DRAWING

[0011] The foregoing aspects and many of the attendant advantages of this invention will become more readily appreciated as the same become better understood by reference to the following detailed description, when taken in conjunction with the accompanying drawing and/or FIGURE.

[0012] FIG. 1 is a perspective view of the entire system from start to finish.

DETAILED DESCRIPTION OF THE INVENTION

[0013] The present invention is a unique and new way to expose local artist from any state, city, or country to a world wide audience, currently not implemented by internet jukeboxes. By way of overview and with reference to FIG. 1, the system of the present invention includes the members meaning an individual musician, band, artist, etc, that add their media meaning images, music, and videos to the system, and the manner in which this media is added to the system 1. When a member gets on anything with an internet connection, such as a computer, that can upload their media they will connect to the website or user interface provided to add their media. The back end system 2 will be composed of servers, databases, and web programs that will handle storage, retrieval, and updates to the members accounts and foremost their media. The establishments that have the jukeboxes, kiosk, or set top boxes 3 will have the media available from all members in the system. This means that as soon as any member adds their media to their account it will be instantly available for playback.

What is claimed is:

1. The system will have users and members.

Members that provide the content and users that use the content.

2. From claim 1, a member's role will be to create a profile from home, work or anywhere where they have access to a computer with internet.

3. From claim 2, after a profile is created the member will be able to add his band/group/individual images to his/her profile.

4. From claim 2, the member will have the ability to upload his/her media files.

5. From claim 4, the media files may be images, music, and or videos in digital format.

6. From claim 5, as soon as the profile is created and the media and image files are uploaded the member account will receive a status of active.

7. From claim 6, upon activating the account the users media/content/profile will be available to all of the systems connected to the network as well as online for convenience.

8. From claim 1, the system will keep track of the member's media and files and play count for royalties to be paid.

9. From claim 1, and from a user's standpoint they will be using an Internet jukebox with local artist on it.

10. From claim 9, the system will also connect to existing artist just like jukeboxes do now.

11. The system will be built in an Object oriented manner which will also allow for modular expansion.

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12. From claim 11, some systems will contain built in speakers and amplifiers that can be of different sizes and exchangeable, while other systems will simply connect to existing in house PA's.

13. From claim 11, some systems will contain video cards to allow connection to television sets in venues that would like that feature for video plays.

14. From claim 11, some systems will contain the ability of burning cd's on the spot for customers.

15. From claim 11, some systems will contain a bill acceptor.

16. From claim 11, some systems will be enabled to receive credit cards and debit cards as well a prepaid online accounts by account providers such as paypal.

17. From claim 11, some systems will have wired remotes for skipping tracks and volume controls while others have wireless remotes and some having both.

18. From claim 17, when a user chooses to play a file that is not stored on the hard drive the system will stream it and store it on the hard drive for future plays.

19. From claim 10, all royalties and fees will be paid to the proper content providers and or artist who created the media used, governed by their terms of use.

20. The main purpose of the system is to expose local artist to the masses without having to be signed by a major record label and having a chance to earn money while allowing more time to focus on making music, and facilitating what has been almost an impossible feat to attain today, an easy reality of tomorrow as every party involved, meaning the artist, the individual users, and the establishment, venue, bar, or club a positive experience.

* * * * *