

FEDERAL COURT

BETWEEN:

ABS-CBN CORPORATION, ABS-CBN INTERNATIONAL, ABS-CBN FILM
PRODUCTIONS, INC., AND ABS-CBN CANADA ULC

Plaintiffs

- and -

DAZCON INC., and JOHN DOE AND JANE DOE

Defendants



STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiffs. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a solicitor acting for you are required to prepare a Statement of Defence in Form 171B prescribed by the *Federal Courts Rules* serve it on the Plaintiffs' solicitor or, where the Plaintiffs do not have a solicitor, serve it on the Plaintiffs, and file it, with proof of service, at a local office of this Court, **WITHIN 30 DAYS** after this Statement of Claim is served on you, if you are served within Canada.

If you are served in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period for serving and filing your Statement of Defence is sixty days.

Copies of the *Federal Courts Rules*, information concerning the local offices of the Court and other necessary information may be obtained on request to the Administrator of this Court at Ottawa (telephone 613-992-4238) or at any local office.

IF YOU FAIL TO DEFEND THIS PROCEEDING, judgment may be given against you in your absence and without further notice to you.

DATED this 4th day of May, 2018

Issued by:  **Charlene Cho**
Registry Officer
Agent du greffe

Address of local office: 180 Queen Street West
Suite 200
Toronto, Ontario M5V 3L6

TO: DAZCON INC.
50 Kennedy Road South
Unit 60D
Brampton, Ontario L6W 3R7

TO JOHN DOE AND JANE DOE

AND TO: THE ADMINISTRATOR
Federal Court

CLAIM

1. The Plaintiffs, ABS-CBN International, ABS-CBN Corporation, ABS-CBN Film Productions, Inc., and ABS-CBN Canada ULC (“**ABS-CBN**”) claim:
 - a) a declaration that:
 - i) copyright subsists in the “ABS-CBN Copyrighted Works” (defined below) and one or more of the Plaintiffs own copyright in those works, as enumerated at Schedule “A” and further particularized below;
 - ii) the defendants individually and/or collectively, have circumvented, offered services to circumvent, provided services to circumvent, and imported, distributed, offered for sale or rental, sold or rented or otherwise trafficked in technologies, devices, information, and/or components which circumvent the Plaintiffs’ technological protection measures (TPMs) contrary to sections 41.1(1)(a)-(c) of the *Copyright Act*;
 - iii) the defendants individually and/or collectively, have infringed the ABS-CBN Copyrighted Works contrary to s. 27(2) of the *Copyright Act*;
 - iv) the defendants individually and/or collectively, have provided services primarily for the purpose of enabling acts of copyright infringement, by means of the Internet or another digital network contrary to s. 27(2.3) of the *Copyright Act*;
 - v) the defendants individually and/or collectively, have authorized other users to infringe copyright in the ABS-CBN Copyrighted Works, consequently infringing the Plaintiff’s copyright in the ABS-CBN Copyrighted Works, pursuant to the closing words of subsection 3(1) and section 27(1) of the *Copyright Act*;

- vi) the Defendants or one or more of them, have manufactured, imported, distributed, offered for sale, sold, installed, and/or modified, pre-loaded set-top boxes that are used or intended to be used to receive the Plaintiffs' subscription programming which includes the ABS-CBN Copyrighted Works, after it has been decoded, without authorization from the Plaintiffs;
- vii) the Defendants individually or collectively, have decoded an encrypted subscription programming signal or encrypted network feed without the Plaintiffs authority, contrary to paragraph 9(1)(c) of the *Radiocommunication Act*, RSC 1985, c R-2;
- viii) the Defendants individually or collectively, have manufactured, imported, distributed, offered for sale, sold, installed, and/or modified, pre-loaded set-top boxes intended to be used to receive illegally-decrypted programming, contrary to paragraph 10(1)(b) of the *Radiocommunication Act*, RSC 1985, c R-2;
- i) the defendants individually and/or collectively, have made the ABS-CBN Copyrighted Works available on the pre-loaded set-top boxes by telecommunication in a way that allows a member of the public to have access to them from a place and at a time individually chosen by that member of the public, consequently infringing copyright in the ABS-CBN Copyrighted Works available via the pre-loaded set-top boxes, pursuant to sections 2.4(1.1), 3(1)(f) and 27(1) of the *Copyright Act*;

- i) ABS-CBN International is the owner in Canada of the “ABS-CBN Trademarks” (defined below) and the ABS-CBN Trademarks are valid;
- ii) the defendants individually and/or collectively, infringed or are deemed to have infringed the exclusive rights of the Plaintiffs in and to the ABS-CBN Trademarks contrary to sections 19 and 20 of the *Trademarks Act*;
- iii) the defendants individually and/or collectively, have directed public attention in Canada to the business of the Defendants in such a way as to cause or to be likely to cause confusion between the business and/or services of the Defendants and the business and/or services of the Plaintiffs contrary to section 7(b) of the *Trade-marks Act, supra*;
- iv) the defendants individually and/or collectively, have passed off their business and services as and for that of the Plaintiffs’ business and services contrary to section 7(c) of the *Trade-marks Act, supra*;
- v) the defendants individually and/or collectively, have made use of the ABS-CBN Trademarks in a false and material way that is likely to mislead the public as to the character and/or quality of the business and services of the Defendants and/or as to the mode of performance of services contrary to section 7(d) of the *Trade-marks Act, supra*; and,
- vi) the defendants individually and/or collectively, have depreciated the value of the goodwill attaching to ABS-CBN Trademarks, contrary to section 22(1) of the *Trade-marks Act, supra*;

b) interim, interlocutory and permanent injunction enjoining and restraining each of the Defendants, including (as applicable) its or their officers, directors, servants, employees, agents or any other persons under their direction, authority, power or control, or with which they are associated or affiliated, from directly or indirectly:

- i) circumventing; offering services to the public for the purposes of circumventing; or manufacturing, importing, distributing, offering for sale,

or otherwise providing technologies, devices, communications and/or components that circumvent any technological protection measure used by the Plaintiffs to control access to any of its copyrighted works, including, the ABS-CBN Copyrighted Works;

- ii) selling or renting, distributing; by way of trade distributing, exposing or offering for sale or rental, or exhibiting in public; possessing for the purpose of selling, renting, distributing or trading; or importing for the purpose of selling, renting, distributing or trading, any copies of the ABS-CBN Copyrighted Works or any substantial parts thereof or any Subject Devices that circumvent and/or providing access to the ABS-CBN Copyrighted Works or substantial parts thereof, without authority, license or permission of the Plaintiffs;
- iii) using the Internet or any other digital network to provide services to the public for the purposes of enabling acts of copyright infringement;
- iv) enabling, inducing or authorizing the reproduction or communication to the public by telecommunication of the ABS-CBN Copyrighted Works including by directly or indirectly participating in the development, operation, distribution or promotion of a software application including, but not limited to, an add-on to a set-top box, that circumvents or bypasses the Plaintiffs encryption or access controls to its ABS-CBN Copyrighted Works;
- v) making the ABS-CBN Copyrighted Works available to the public by telecommunication in a way that allows a member of the public to have access to them, without paying for a subscription to access same, from a place and at a time individually chosen by that member of the public;
- vi) infringing any of the ABS-CBN Copyrighted Works, or any substantial part thereof, and further to section 39.1 of the *Copyright Act*, from infringing any

other works or subject matter in which copyright is owned by one or more of the Plaintiffs, or any substantial part thereof;

vii) distributing, importing, advertising, promoting, displaying manufacturing offering for sale, selling or otherwise using services in association with the ABS-CBN Trademarks;

viii) infringing the exclusive rights of the Plaintiffs in the ABS-CBN Trademarks;

ix) Dealing In:

(a) pre-loaded set-top boxes or any other modified and/or illegal devices and equipment that provides unauthorized access to the ABS-CBN Copyrighted Works all without the authority, license or permissions of ABS-CBN;

(b) pre-loaded set-top boxes or any other modified and/or illegal devices and equipment that provides unauthorized access to the ABS-CBN Copyrighted Works, or any substantial part thereof and/or any other devices, technologies, and/or components that circumvent any technological protection measure employed by the Plaintiffs to control access to any of its ABS-CBN Copyrighted Works;

(collectively, "**Subject Devices**");

x) directing public attention to the Subject Devices in such a way as to cause or to be likely to cause confusion in Canada between the authorized services provided by the Plaintiffs and the unauthorized services provided by the Defendants;

xi) passing off of the business and services of the Defendants, as and for that of ABS-CBN;

xii) directing public attention to the Subject Devices and the Defendants' business and services in such a way as to cause or to be likely to cause

depreciation of the valuable goodwill in Canada in and to the ABS-CBN Trade-marks;

- xiii) making false or misleading material representations to the public for the purpose of directly or indirectly promoting either the supply or the use of the Subject Devices and the business interests of the Defendants at the expense of the Plaintiffs;
- c) damages for copyright infringement in the sum of \$2,500,000.00, and an accounting of profits made by the Defendants from such infringement pursuant to sections 34(1), 35(1) and 41.1(2) of the *Copyright Act, supra* and judgment for those amounts;
- d) in the alternative to the relief requested in subparagraph (c), *supra*, and at the election of ABS-CBN, statutory damages, pursuant to section 38.1 of the *Copyright Act, supra*;
- e) an Order requiring each of the Defendants to forthwith deliver up to the Plaintiffs, all goods, articles, works, technologies, devices, components, or other materials, including the Subject Devices, in his/her/its/their possession, custody or control or that may have come into their possession, custody or control that offend against the injunction issued;
- f) an Order that the Plaintiffs may, in any manner in which they see fit, dispose of the items delivered up pursuant to subparagraph 1(e) above, including the Subject Devices or as the Court may direct;
- g) an Order directing the Defendants to pay to the Plaintiffs, or as the Plaintiffs shall direct, the costs associated with the cartage, storage and ultimate destruction of the items delivered up pursuant to subparagraph 1(e) above, including the Subject Devices;
- h) in the alternative to sub-paragraphs (e),(f),(g) above, and at the election of the Plaintiffs, an Order directing the Defendants, at their own expense, and within 10 days of the date of any Order to be granted herein, destroy all items identified by subparagraph 1(i) above, including the Subject Devices in their possession, custody or control, wheresoever situated, in a manner which renders the them, unfit and unusable for the

purpose for which they were intended and the Plaintiffs shall be given at least five (5) business days' notice of the date and time of the destruction and shall be entitled to be present to witness and direct the destruction;

- i) damages in the amount of \$2,500,000.00 by virtue of the Defendants':
 - i) infringement of the ABS-CBN Trademarks contrary to section 19 of the *Trade-marks Act, supra*; and/or
 - ii) deemed infringement of the ABS-CBN Trademarks, contrary to section 20 of the *Trade-marks Act, supra*; and/or
 - iii) depreciation of the value of the goodwill attaching to the ABS-CBN Trademarks contrary to section 22(1) of the *Trade-marks Act, supra*; and/or
 - iv) directing public attention to the Subject Devices in such a way as to cause or to be likely to cause confusion in Canada between the authorized services provided by the Plaintiffs and the unauthorized services provided by the Defendants contrary to section 7(b) of the *Trademarks Act, supra*;
 - v) passing off of the business and services of the Defendants, as and for that of ABS-CBN contrary to section 7(c) of the *Trade-marks Act, supra*;
 - vi) directing public attention to the Subject Devices and the Defendants' business and services in such a way as to cause or to be likely to cause depreciation of the valuable goodwill in Canada in and to the ABS-CBN Trademarks contrary to section 22 of the *Trade-marks Act, supra*;
- j) in the alternative to the relief requested in sub-paragraph (i) *supra*, an Order directing an accounting and payment of each of the Defendants' profits, arising from their infringement or deemed infringement of the ABS-CBN Trademarks, which the Plaintiffs may elect after an examination of each of the Defendants and judgment for that amount;

- k) in the further alternative to the relief requested in sub-paragraph (i) *supra*, an Order directing an accounting and payment of each of the Defendants' profits made in respect of the Defendants' passing off, unfair competition, dilution of goodwill, unjust enrichment, conversion and/or violation of section 7 of the *Trade-marks Act, supra*, which the Plaintiffs may elect after an examination of each of the Defendants on these issues, including on the quantum of profits generated therefrom, and judgment for that amount;
- l) punitive and exemplary damages as against the Defendants;
- m) pre-judgment and post-judgment interest in accordance with section 36 and section 37 of the *Federal Courts Act, R.S.C. 1985, c. F-7, as amended*;
- n) costs of this action on a solicitor client basis, or a substantial indemnity basis, together with any applicable taxes; and,
- o) such further and other relief as to this Honourable Court may seem just.

THE PARTIES

The Plaintiffs

2. ABS-CBN Corporation is a public corporation organized under the laws of the Republic of the Philippines with its principal place of business in Quezon City, Philippines.
3. ABS-CBN International is a company incorporated pursuant to the laws of California, with a registered head office at 2001 Junipero Serra Blvd., Suite 200, Daly City, CA 94014 and it is a wholly owned subsidiary of ABS-CBN Corporation.
4. ABS-CBN Film Productions, Inc. is a company incorporated pursuant to the laws of Philippines, with a registered head office at Sgt. E.A. Esguerra Avenue, Quezon City, 1103.
5. ABS-CBN Canada ULC is a company incorporated pursuant to the laws of Alberta, and is the exclusive authorized distributor and licensee of ABS-CBN programming content in Canada.

6. ABS-CBN Corporation, ABS-CBN International, ABS-CBN Canada ULC, and ABS-CBN Film Productions, Inc. have been and shall continue to be referred to collectively herein as, “**ABS-CBN**” and/or the “**Plaintiffs**”.

The Defendants

7. Dazcon Inc. (“**Dazcon**”) is a corporation registered in the Province of Ontario. Dazcon operates its business under the registered business name, Manila Center, located at 50 Kennedy Road South, Brampton, Ontario.
8. John Doe and Jane Doe are individual(s), unknown to the Plaintiffs, and offering for sale and selling Subject Devices, from the business Manila Center located at 50 Kennedy Road South, Brampton, Ontario.
9. Dazcon and John Doe and Jane Doe shall collectively be referred to herein as the Defendants.

THE PLAINTIFFS’ INTELLECTUAL PROPERTY RIGHTS

10. ABS-CBN Film Productions, Inc. is the owner of the four (4) registered Canadian copyrights appearing on Schedule “A” hereto and included within the definition of “**ABS-CBN Copyrighted Works**”.
11. ABS-CBN International, ABS-CBN Film Productions, Inc. and ABS-CBN Corporation each also own copyright in a number of artistic, dramatic and creative works that are not registered in Canada, including some that are registered in the United States. Each of these dramatic works are included within the definition of the “**ABS-CBN Copyrighted Works**” and are more fully particularized on Schedule “A” hereto. By virtue of the *Berne Convention for the Protection of Literary and Artistic Works* (1886), 828 UNTS 221 and section 5 of the *Copyright Act*, these copyrighted works are also subject to copyright protection in Canada.
12. In every instance the Plaintiffs rely on the presumption of subsistence and ownership provided by subsection 34.1(1) of the *Copyright Act*.

13. Ownership in and to the ABS-CBN Copyrighted Works includes, without limitation, the right to, and to authorize others to, reproduce, distribute, and/or license the ABS-CBN Copyrighted Works in Canada and the right to preclude others from doing same.
14. The original artistic, dramatic and creative works in the ABS-CBN Copyrighted Works were created by either the copyright owner, employees of the copyright owner or individuals under contract to the copyright owner, who at all material times assigned all necessary rights to the copyright owner. All of those individuals were at the relevant time, citizens of a treaty country as that term is defined in the *Copyright Act, supra*.
15. The ABS-CBN Copyrighted Works are wholly original and constitute copyrightable subject matter under the *Copyright Act, supra*.
16. ABS-CBN International also owns all right, title and interest in and to the registered and common law trademarks appearing on Schedule "A" hereto and referred to herein as the, "ABS-CBN Trademarks".
17. The ABS-CBN Trademarks are distinctive, recognized and very well known in Canada.
18. The ABS-CBN Trademarks are highly successful and create instant recognition and association with the Plaintiffs.
19. The ABS-CBN Trademarks have been extensively used in Canada in association with the Plaintiffs' broadcasting services and its artistic, dramatic and creative works and through such use the ABS-CBN Trademarks have become famous in Canada. At all material times, the ABS-CBN Trademarks have distinguished the business and services of ABS-CBN from the business and services of others.
20. ABS-CBN has extensively and continuously used, advertised and promoted the good name and the reputation of the ABS-CBN Trademarks alone or in association with one or more of the ABS-CBN Copyrighted Works, throughout Canada in association with the business and services of ABS-CBN.

21. Through the extensive use, advertising and promotion of the ABS-CBN Trademarks, ABS-CBN has established a valuable reputation and goodwill in the ABS-CBN Trademarks in Canada.
22. ABS-CBN enjoys a valuable reputation and has tremendous goodwill in Canada and elsewhere by virtue of the ABS-CBN Trademarks as associated with the broadcasting services displaying or incorporated same.
23. As a result of the aforesaid, the ABS-CBN has the exclusive right to use, or authorize others to use, in Canada, the ABS-CBN Trademarks in association with the sale or license of broadcasting services displaying and incorporating same and the right to preclude others from using any one or more of the ABS-CBN Trademarks or any which are confusing therewith.

THE BUSINESS OF THE PLAINTIFFS

24. ABS-CBN is a Filipino media and entertainment group in the business of providing broadcasting services through a global subscription television channel based in Daly City, California (with offices in Canada), displaying or incorporating one or more of ABS-CBN Copyrighted Works and/or one or more of the ABS-CBN Trademarks (collectively referred to herein as the, “**ABS-CBN Services**”).
25. ABS-CBN is the largest media and entertainment company in the Philippines. With twelve large production studios, ABS-CBN produces over 2,430 hours of original content every year for its numerous television stations, including daily drama tele-series, drama anthologies, movies, musical and variety shows, game shows, reality shows, news programs, current affairs programs, documentaries, music video 24/7 (Myx), AM talk radio with DJ live on-screen (DZMM), FM radio shows with DJ live on-screen (MOR), and public affairs programs. Every day, ABS-CBN’s programming is broadcast worldwide with dozens of cable companies’ premium channels, telecom provider partnerships, Internet subscription services, and through its own 24-hour cable and satellite service, which offers pay-per-view programming.

26. To prevent the unauthorized reception and use of ABS-CBN's broadcasts by individuals who have not paid for ABS-CBN Services, ABS-CBN employs encryption technology to digitally scramble the signal, making it unusable until it is descrambled. The satellite box is the component that makes descrambling possible. Every satellite box has a conditional access subsystem built directly into it, which allows for the descrambling of ABS-CBN's content. Each paying customer receives a unique entitlement management message from the satellite feed, which allows the conditional access subsystem to descramble the signal. This equipment and other technology used by the Plaintiffs is referred to herein as the "Plaintiffs' encryption technology."
27. ABS-CBN also has an internet subscription service providing access to its cable and satellite programs and movies including, without limitation, the ABS-CBN Copyrighted Works.

THE IMPROPER CONDUCT OF THE DEFENDANTS

28. Since as early as April, 2018, the Defendants offered for sale and sold Subject Devices that were pre-loaded with content bearing unauthorized reproductions of the ABS-CBN Copyrighted Works.
29. The Defendants, individually or collectively developed, operated, distributed and promoted a service which they know is provided for the sole purpose of enabling acts of copyright infringement, including infringement of copyright in the ABS-CBN Copyrighted Works.
30. In violation of the *Copyright Act* and *Trademarks Act*, the Defendants imported, distributed, sold and offered for sale Subject Devices that they or one or more of them had modified for the primary purpose of circumventing the Plaintiffs' TPMs and permitting unauthorized access to the ABS-CBN Copyrighted Works.
31. In furtherance of this scheme, the Defendants, individually and/or collectively, sold set-top boxes for the primary purpose of circumventing the Plaintiffs' TPMs and permitting unauthorized access to the ABS-CBN Copyrighted Works.
32. As a consequence of the actions of the Defendants, the public is enabled to receive the ABS-CBN Copyrighted Works via circumvention of the Plaintiffs' encryption, all without the authority, license or permission of any of the Plaintiffs.

33. Specifically, but without limitation, and on dates known to the Defendants but since at least April, 2018, the Defendants or one or more of them, are advertising, offering for sale, and selling set-top boxes to their customers which enable those customers to receive services identical or substantially identical to those offered by the Plaintiffs.
34. The Defendants are creating an illegal marketplace enterprise which confuses consumers regarding the source of the Defendants' products and services for profit and which expands the marketplace for illegal ABS-CBN branded services and products while shrinking the marketplace for ABS-CBN's legitimate distribution services.
35. The Plaintiffs allege that the Defendants modify the Subject Devices by manually installing an "add-on" to the Subject Devices permitting unauthorized access to ABS-CBN Services, including access to the ABS-CBN Copyrighted Works.
36. The modification of the Subject Device by the Defendants results in the use and display of one or more of the ABS-CBN Trademarks, all without the authority, license or permission of the Plaintiffs.
37. The Defendants have full knowledge of their wrongful conduct, the unauthorized nature of the Subject Devices and of ABS-CBN's ownership of the ABS-CBN Copyrighted Works and the ABS-CBN Trademarks.
38. The Subject Devices that the Defendants are Dealing In are not manufactured or reproduced by or for the Plaintiffs, nor have the Plaintiffs provided any permission or license to offer for sale or sell access to or use of the ABS-CBN Copyrighted Works and/or the ABS-CBN Trademarks.
39. Use by the Defendants of the ABS-CBN Trade-marks in the manner described above infringes upon one or more of the ABS-CBN Trademarks and causes and continues to cause confusion between the business and services of the Plaintiffs and the business and services of the Defendants.

40. Without limiting the generality of the foregoing, the Defendants, without the consent, authorization or license from the Plaintiffs, are engaged in an ongoing basis for profit in the unauthorized use of one or more of the ABS-CBN Trade-marks.

LIABILITY

41. By reason of the forgoing, the Defendants or one or more of them have contravened the following statutory provisions:

- a) sections 41.1(1)(a)-(c) of the *Copyright Act* by circumventing, offering services to circumvent, providing services to circumvent, and importing, distributing, offering for sale or rental, selling or renting or otherwise trafficking in technologies, devices, information, and/or components which circumvent the Plaintiffs' TPMs;
- b) section 27(2) of the *Copyright Act*; by selling, distributing, offering for sale, possessing and importing into Canada, unauthorized reproductions of copyrighted works that the Defendants know or reasonably should have known infringe copyright in the ABS-CBN Copyrighted Works;
- c) section 27(2.3) of the *Copyright Act*, by providing service over the Internet or another digital network for the primary purpose of enabling acts of copyright infringement on the part of the purchasers of the Subject Devices;
- d) section 27(2.3) of the *Copyright Act*, by enabling, inducing or authorizing the reproduction or communication to the public by telecommunication of the ABS-CBN Copyrighted Works including by directly or indirectly participating in the development, operation, distribution or promotion of a software application that circumvents or bypasses the Plaintiffs encryption or access controls to its ABS-CBN Copyrighted Works;

- e) the closing words of subsection 3(1) and section 27(1) of the *Copyright Act* authorizing other users to infringe copyright in the ABS-CBN Copyrighted Works, consequently infringing the Plaintiff's copyright in the ABS-CBN Copyrighted Works;
- f) sections 2.4(1.1), 3(1)(f) and 27(1) of the *Copyright Act* the defendants individually and/or collectively, have made the ABS-CBN Copyrighted Works available on the Subject Devices by telecommunication in a way that allows a member of the public to have access to them from a place and at a time individually chosen by that member of the public, consequently infringing copyright in the ABS-CBN Copyrighted Works available via the Subject Devices;
- g) sections 19 and 20 of the *Trademarks Act* by using the ABS-CBN Trademarks in respect of the services for which these trademarks are registered;
- h) section 7(b) of the *Trade-marks Act*, by directing public attention in Canada to the business of the Defendants in such a way as to cause or to be likely to cause confusion between the business and/or services of the Defendants and the business and/or services of the Plaintiffs;
- i) section 7(c) of the *Trade-marks Act*, by the Defendants' having passed off their business and services as and for that of the Plaintiffs' business and services;
- j) section 7(d) of the *Trade-marks Act*, by the defendants having made use of the ABS-CBN Trademarks in a false and material way that is likely to mislead the public as to the character and/or quality of the business and services of the Defendants and/or as to the mode of performance of services;
- k) section 22(1) of the *Trade-marks Act*, by the defendants individually and/or collectively, having depreciated the value of the goodwill attaching to ABS-CBN Trademarks;

- l) section 9(1)(c) of the *Radiocommunication Act*, by the Defendants decoding of an encrypted subscription programming signal or encrypted network feed; and
- m) section 10(1)(b) of the *Radiocommunication Act*, by the Defendants manufacture, importation, distribution, offering for sale, sale, installation, and/or modification of pre-loaded set-top boxes intended to be used to receive illegally-decrypted programming.

DAMAGES

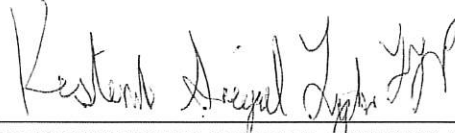
- 42. By reason of the aforesaid acts of the Defendants, the Plaintiffs have suffered and continue to suffer damages and the Defendants have made a profit.
- 43. The activities of the Defendants are causing serious and irreparable harm to the Plaintiffs and to the value of the goodwill in and to the ABS-CBN Trade-marks. The Defendants will continue their wrongful acts unless restrained by Order of this Honourable Court.
- 44. Full particulars of the Defendants' activities are not known to the Plaintiffs, but the Plaintiffs seek relief in relation to all infringing or wrongful acts of the Defendants.

CUSTODY OF THE GOODS

- 45. The Plaintiffs plead and rely upon section 53.2 of the *Trade-marks Act, supra* and sections 34(1), 35(1) and 41.1(2) of the *Copyright Act, supra* to seek an Order granting delivery up and custody of the Subject Devices to the Plaintiffs.

46. The Plaintiffs propose that this action be tried at Toronto.

DATED at TORONTO, Ontario, this 4th day of May, 2018.



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Solicitors for the Plaintiffs

Schedule "A"

ABS-CBN Intellectual Properties (the schedule is not exhaustive)

Trade-marks owned by ABS-CBN International registered in the Canadian Intellectual Property Office:

Registration No.	Description	Goods/Services
TMA738948	TFC THE FILIPINO CHANNEL	(1) Television broadcasting; television broadcasting via cable, satellite and the Internet; provision of telecommunication access to video and audio content provided via a video-on-demand service via the Internet and wireless devices; streaming of audio and video material on the Internet and over wireless devices; internet protocol television (IPTV) services; mobile media and entertainment services in the nature of electronic transmission of entertainment media content, namely, downloading services of video and audio content onto digital audio and video players; entertainment services, namely, providing a television program in the fields of films, lifestyle, live action, entertainment, pop culture, news and entertainment news, Asian culture, romance, relationships, music, dance, business, home and personal makeovers, youth issues, game shows, sports, Christian topics, contests and variety distributed over television, satellite and/or via a global computer network.
TMA706915	TFC	(1) Television broadcasting services; television broadcasting services via cable and satellite; Production and programming of television shows; entertainment in the nature of on-going programs in the fields of films, lifestyle, live action, entertainment, pop culture, news and entertainment news, Asian culture, romance, relationships, music, dance, business, home and personal makeovers, youth issues, game shows, sports, Christian topics, contests, and variety distributed over television, satellite, and via a global computer network; providing online information in the fields of films, lifestyle, live action, entertainment, pop culture, news and entertainment news, Asian culture, romance, relationships, music, dance, business, home and personal makeovers, youth issues, game shows, sports, Christian topics, contests, and variety via a global computer network.
TMA717951	TFC ON DEMAND	(1) Television broadcasting; broadcasting services, namely, radio and Internet broadcasting services; provision of telecommunication access to video and

Registration No.	Description	Goods/Services
		<p>audio content provided via a video-on-demand service via the Internet and wireless devices; streaming of audio and video material on the Internet and over wireless devices; internet protocol television (IPTV) services; mobile media and entertainment services in the nature of electronic transmission of entertainment media content, namely, downloading services of video and audio content onto digital audio and video players; entertainment services, namely, providing a television program in the fields of films, lifestyle, live action, entertainment, pop culture, news and entertainment news, Asian culture, romance, relationships, music, dance, business, home and personal makeovers, youth issues, game shows, sports, Christian topics, contests and variety distributed over television, satellite and/or via a global computer network.</p>

Unregistered Trade-marks owned by ABS-CBN International:



Canadian Copyright Registrations owned by ABS-CBN Film Productions Inc.

Registration No.	Type of Work	Description
1137960	Dramatic Work	Dukot
1137961	Dramatic Work	Always Be My Maybe
1137962	Dramatic Work	Barcelona: A Love Untold
1137963	Dramatic Work	Crazy Beautiful You
1149573	Dramatic Work	Ang Dalawang Mrs. Reyes
1149572	Dramatic Work	Gandarrapiddo! The Revenger Squad
1149574	Dramatic Work	My Ex and Whys
1149576	Dramatic Work	Can't Help Falling in Love
1149575	Dramatic Work	Seven Sundays

Copyright Registrations owned by ABS-CBN Film Productions Inc., ABS-CBN Corporation and/or ABS-CBN International

United States

Registration No.	Description
PA 1-997-531	Always Be My Maybe
PA 1-940-375	Crazy Beautiful You
PA 1-997-530	Dukot
PA 1-965-375	A Second Chance
PA 1-895-749	Bakit Hindi ka Crush ng Crush Mo
PA 1-940-387	Bride for Rent
PA 1-940-384	Da Possessed
PA 1-997-538	Etiquette for Mistresses
PA 1-997-539	Everyday I Love You
PA 1-997-532	Everything About Her
PA 1-997-540	Ex With Benefits
PA 1-940-378	Feng Shui 2
PA 1-895-949	Four Sisters and a Wedding
PA 1-997-541	Girl By Bakla Tomboy
PA 1-997-542	Just the Way You Are
PA 1-940-381	Maria Leonora Teresa
PA 1-997-545	My Illegal Wife
PA 1-940-379	Past Tense
PA 1-997-547	She's Dating the Gangster
PA 1-997-529	Achy Breaky Hearts
PA 1-997-537	Breakup Playlist
PA 1-997-543	Love Affair
PA 1-942-399	Trial
PA 1-941-932	You're My Boss
PA 1-895-947	24/7 In Love
PA 1-895-943	In The Name of Love
PA 1-997-528	It Takes a Man and a Woman

PA 1-997-544	My Cactus Heart
PA 1-997-546	No Other Woman
PA 1-940-382	Once A Princess
PA 1-895-950	One More Try
PA 1-940-386	Starting Over Again
PA 1-895-946	Suddenly It's Magic
PA 1-896-459	Unofficially Yours
PA 1-895-945	Way Back Home
PA 1-997-533	You're Still the One
PA 1-895-954	Mother's Story
PA 1-895-948	Mistress
PA 1-895-745	Moment in Time

Unregistered Copyrights

Just the 3 of Us
Kahit Isang Saglit
Kailangan Kita
KungIkaw ay Isang Panaginip
Labs Kita, Okay Ka Lang?
Love Me Tomorrow
Madrasta
Mahal Kita, Walang Iba
Mahal Kita, Walang Iwanan
Mangarap Ka
Mano Po
Mano Po: A Mother's Love
And I Love You So
Ang Lahat NG Ito'y Para Sayo
Ang Panday
Ang Pulubi at Ang Prinsesa
AWOL
Babangon Ako't Dudurugin Kita
Bahay Kubo
Bakit Ikaw Pa Rin?
Bata, Bata, Paano Ka Ginawa?
Batang PX
Bituing Walang Ningning
Born to Love You
Catch Me... I'm in Love
Cedie
Close to You
WalangForever
Y
9 Mornings
A Love Story
A Secret Affair
A Very Special Love

Abandonada
Anak
The Prenup
Thelma
This Time
Trophy Wife
Tum: My Pledge of Love
Wanted: Perfect Mother
When Love Begins
When The Love Is Gone
Won't Last a Day Without You
You Changed My Life
Biyaheng Teleserye
Darkroom
Mang Kepweng Returns
Seklusyon
The Escort
The Third Party
The Unmarried Wife
Dahil Mahal na Mahal Kita
Dekada '70
Diary ng Panget
Dreamboy
Dubai
EDSA Woolworth
Esperanza the Movie
Filipinas
Flames: The Movie
Silong
Sta. Nina
Talk Back and You're Dead
That Thing Called Tadhana
Onyok Velasco Story
P.S. I Love You
Paano Kita Iibigin?
Paano Na Kaya
Padre De Familia
Pagdating ng Panahon
Pahiram ng Isang Umaga
Puso ng Pasko
Radio Romance
Relaks, It's Just Pag-ibig
Sana Maulit Muli
Sarah, Ang Munting Prinsesa
Milan
Miss You Like Crazy
Mula Sa Puso The Movie

Muling Ibalik ang Tamis ng Pag-ibig
Must Be Love
My Amnesia Girl
My Candidate
My Only U
NarinIg Mo Na Ba Ang L8est?
Noon at Ngayon
Now That I Have You
Bloody Crayons
Can We Still Be Friends?
Dear Other Self
Last Night
Love You to the Stars and Back
Loving in Tandem
Northern Lights
Riding in Tandem
Sin Island
The Ghost Bride
Triptiko

Court File No. T-

FEDERAL COURT

B E T W E E N:

**ABS-CBN CORPORATION, ABS-CBN
INTERNATIONAL, ABS-CBN FILM
PRODUCTIONS, INC., AND ABS-CBN
CANADA ULC**

Plaintiffs

- and -

**DAZCON INC., and JOHN DOE AND JANE
DOE**

Defendants

STATEMENT OF CLAIM

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