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9 Attorneys for Plaintiff TRILLER FIGHT CLUB II LLC

10 **UNITED STATES DISTRICT COURT**
 11 **CENTRAL DISTRICT OF CALIFORNIA**

12 TRILLER FIGHT CLUB II LLC, a
 13 Delaware Limited Liability Company,

14 Plaintiff,

15 vs.

16
 17 FILMDAILY.COM, an unknown
 business entity; ACCESSTVPRO.CO, an
 18 unknown business entity;
 19 ONLINE2LIVESTREAM.US, an
 unknown business entity;
 20 CRACKSTREAMSLIVE.COM, an
 21 unknown business entity; SPORTS-
 TODAY.CLUB, an unknown business
 22 entity; MY-SPORTS.CLUB, an unknown
 23 business entity; BILASPORT.COM, an
 unknown business entity; TRENDY
 24 CLIPS, an unknown business entity;
 25 MIKE, an unknown business entity;
 YOUR EXTRA, an unknown business
 26 entity; ECLIPT GAMING, an unknown
 27 business entity; ITSLILBRANDON, an
 unknown business entity; the H3
 28 PODCAST, an unknown business entity;
 H3H3 PRODUCTIONS, an unknown

CASE NO.: 2:21-cv-03502-PA-RAO

**PLAINTIFF’S RESPONSE TO
 ORDER TO SHOW CAUSE DATED
 APRIL 28, 2021**

Complaint Filed: April 23, 2021

1 business entity; and DOES 1 through 100,
2 inclusive,

3 Defendants.

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1 Plaintiff Triller Fight Club II LLC (“Plaintiff” or “Triller”) submits this
2 Memorandum in response to the Court’s April 28, 2021 Order to Show Cause the
3 (“OSC”).

4 **I. STATEMENT OF RELEVANT FACTS**

5 Plaintiff is the copyright owner and publisher of the Triller Fight Club broadcast
6 of the “Jake Paul vs. Ben Askren” boxing event, including all undercard bouts and the
7 entire television broadcast, exhibited via closed circuit television and via encrypted
8 satellite signal (hereinafter referred to as the “Broadcast”). On April 17, 2021, Triller
9 made the Broadcast available to licensed content distributors such as Plaintiff’s
10 authorized online platforms.

11 Triller has since learned that certain individuals and entities utilized various
12 torrent and streaming websites such as <https://youtube.com>, <https://filmdaily.co>,
13 <https://accesstvpro.co>, <https://online2livestream.us>, <https://crackstreamslive.com>,
14 <https://sports-today.club/>, <https://my-sports.club/>, and <https://bilasports.com> to
15 unlawfully upload, distribute, and publicly display, without authorization, the
16 Broadcast to the users of such websites. Thus far, Triller has identified as wrongdoers
17 Defendants Filmdaily.com, an unknown business entity (“Filmdaily.com”);
18 Accesstvpro.co, an unknown business entity (“Accesstvpro.co”);
19 Online2livestream.us, an unknown business entity (“Online2livestream.us”);
20 Crackstreamlive.com, an unknown business entity (“Crackstreamslive.com”); Sports-
21 today.club, an unknown business entity (“Sports-today.club”), My-sports.club, an
22 unknown business entity (“My-sports.club”), Bilasport.com, an unknown business
23 entity (“Bilasport.com”), Trendy Clips, an unknown business entity (“Trendy Clips”),
24 Mike, an unknown business entity (“Mike”), Your Extra, an unknown business entity
25 (“Your Extra”), Eclipt Gaming, an unknown business entity (“Eclipt Gaming”),
26 ItsLilBrandon, an unknown business entity (“ItsLilBrandon”), the H3 Podcast, an
27 unknown business entity (“H3 Podcast”), h3h3 Productions, an unknown business
28 entity (“H3H3”).

1 Accordingly, on April 23, 2021, Triller filed a complaint (the “Complaint”).

2 On April 28, 2021, the Court issued the OSC. In the OSC, the Court noted that
3 “Plaintiff alleges that it ‘is informed and believes, and thereon alleges, that the actions
4 and omissions that serve as the basis for this complaint were undertaken jointly and
5 with the consent, conspiracy, cooperation, and joint participation of all defendants.’”
6 (OSC, at 2 (quoting Compl., at ¶ 21).) “The Complaint also alleges, on information
7 and belief, “that at all times mentioned herein, each defendant was the agent, joint
8 venture, and/or employee of each and every other defendant, and in doing the things
9 alleged in this complaint, each defendant was acting within the course and scope of
10 such agency, joint venture, and/or employment and with the permission and consent
11 of each of the other defendants.” (*Id.* (quoting Compl., at ¶ 22.)

12 In the OSC, the Court also wrote that “it appears that Plaintiff has improperly
13 joined its claims against multiple different alleged infringers who have no apparent
14 connection to one another, and who each allegedly infringed Plaintiff’s intellectual
15 property rights by making the Broadcast available on the separate websites controlled
16 by each of the separate defendants[,]” and that “[t]he Complaint does not sufficiently
17 allege, identify, or explain any plausible relationship between all of the Defendants.”
18 (OSC, at 2.)

19 II. ARGUMENT

20 Federal Rule of Civil Procedure 20(a)(2), which governs the permissive joinder
21 of parties, explains, in pertinent part:

22 Persons . . . may be joined in one action as defendants if:
23 (A) any right to relief is asserted against them
24 jointly, severally, or in the alternative with respect
25 to or arising out of the same transaction, occurrence,
26 or series of transactions or occurrences; and
27 (B) any question of law or fact common to all
28 defendants will arise in the action.

(Fed. R. Civ. P. 20(a)(2); *Desert Empire Bank v. Ins. Co. of N. Am.*, 623 F.2d 1371,
1375 (9th Cir. 1980) (“On a threshold level, Rule 20(a) imposes two specific
requirements for the permissive joinder of parties: (1) a right to relief must be asserted

1 by, or against, each plaintiff or defendant relating to or arising out of the same
2 transaction or occurrence or series of transactions or occurrences; and (2) some
3 question of law or fact common to all parties must arise in the action.”). The United
4 States Supreme Court has explained that “[u]nder the Rules, the impulse is toward
5 entertaining the broadest possible scope of action consistent with fairness to the
6 parties; *joinder of claims, parties and remedies is strongly encouraged.*” *United Mine*
7 *Workers of Am. v. Gibbs*, 383 U.S. 715, 724 (1966) (emphasis added); *see also League*
8 *to Save Lake Tahoe v. Tahoe Reg’l Plan. Agency*, 558 F.2d 914, 917 (9th Cir. 1977)
9 (“We start with the premise that Rule 20 . . . regarding permissive joinder is to be
10 construed liberally in order to promote trial convenience and to expedite the final
11 determination of disputes, thereby preventing multiple lawsuits.”)

12 Defendants are properly joined in this Action because (i) Defendants’ are jointly
13 and severally liable for Triller’s claims under the Copyright Act, (ii) Triller’s claims
14 against Defendants arise from the same transaction, occurrence, or series of
15 transactions or occurrences, *i.e.*, the Broadcast, and, as such, (iii) there will be many
16 questions of law and fact common to all Defendants arising in this Action.

17 **A. Defendants Are Jointly and Severally Liable.**

18 To satisfy the first prong of the permissive joinder test under Rule 20, a plaintiff
19 may show that “any right to relief is asserted against them jointly [and] severally. . . .”
20 (Fed. R. Civ. P. 20(a)(2)(A).) Triller asserts against Defendants, among other claims,
21 causes of action arising under the Copyright Act. Defendants are jointly and severally
22 liable for any damages arising in connection with those causes of action. (*See* 17
23 U.S.C. § 504; *see also Friedman v. Live Nation Merch., Inc.*, 833 F.3d 1180, 1192 (9th
24 Cir. 2016).) Where, as here, Defendants’ liability is joint and several, joinder under
25 Rule 20 is permitted.

26 **B. Triller’s Claims Against Defendants Arise From the Same**
27 **Transaction or Occurrence—the Broadcast.**

28 As explained above, to satisfy the first prong of the permissive joinder test under

1 Rule 20, a plaintiff may show that the claims asserted “aris[e] out of the same
2 transaction, occurrence, or series of transactions or occurrences. . . .” (Fed. R. Civ. P.
3 20(a)(2)(A).) “[T]he mere fact that a case involves independent actors as defendants
4 does not necessarily bring the case outside the scope of Rule 20.” *In re EMC Corp.*,
5 677 F.3d 1351, 1357 (Fed. Cir. 2012). So long as the claims asserted against those
6 defendants arise from the same transaction or occurrence, joinder is permitted. As one
7 court has explained:

8 Independent defendants satisfy the transaction-or-
9 occurrence test of Rule 20 when there is a logical
10 relationship between the separate causes of action. The
11 logical relationship test is satisfied if there is substantial
12 evidentiary overlap in the facts giving rise to the cause of
13 action against each defendant. In other words, the
14 defendants’ allegedly infringing acts, which give rise to
15 the individual claims of infringement, must share an
16 aggregate of operative facts.

17 *In re EMC Corp.*, 677 F.3d 1351, 1358 (Fed. Cir. 2012).

18 As noted above, each of the causes of action asserted by Triller arises from the
19 same transaction or occurrence, *i.e.*, the Broadcast. Where, as here, the causes of
20 action arise from the same transaction or occurrence, joinder under Rule 20 is
21 permitted. *See, e.g., Desert Empire Bank v. Ins. Co. of N. Am.*, 623 F.2d 1371, 1375
22 (9th Cir. 1980) (explaining that “Plaintiff’s petition to add Schulte as a party defendant
23 satisfied these specific requirements of Rule 20” because, among other things,
24 “plaintiff’s claims against both of the defendants arose out of the same series of
25 occurrences”).

26 **C. There Will Be Questions of Law and Fact Common to All**
27 **Defendants.**

28 To satisfy the second prong of the permissive joinder test under Rule 20, a
plaintiff must show that questions of law or fact common to all defendants will arise
in the action. (*See* Fed. R. Civ. P. 20(a)(2)(B).) Not every question of law and fact
must be common. *Mosley v. Gen. Motors Corp.*, 497 F.2d 1330, 1334 (8th Cir. 1974)

1 (“The rule does not require that all questions of law and fact raised by the dispute be
2 common.”). Here, *each* cause of action asserted against *each* Defendant arises from
3 the very same set of operative facts. Where, as here, there are questions of law and
4 fact common to all defendants, joinder under Rule 20 is permitted. *See, e.g., Desert*
5 *Empire Bank v. Ins. Co. of N. Am.*, 623 F.2d 1371, 1375 (9th Cir. 1980) (explaining
6 that “Plaintiff’s petition to add Schulte as a party defendant satisfied these specific
7 requirements of Rule 20” because, among other things, “[t]here were several material
8 questions that were common both to the claims of plaintiff DEB and to the responses
9 of defendants Schulte and INA”).

10 **D. Triller Can and Will Supplement its Complaint.**

11 Triller is eager to learn and plead additional facts concerning the identities of
12 and relationships between Defendants. Indeed, Triller is concurrently filing an *ex*
13 *parte* application seeking leave to seek expedited discovery concerning Defendants’
14 true identifies (the “Application”). Triller anticipates using the information learned
15 through its expedited discovery to further support its claims against Defendants.¹

16 At present, Triller is aware of certain facts demonstrating Defendants’
17 knowledge of other Defendants’ illegal uploading and distribution of the Broadcast.
18 For example, while unlawfully re-distributing the Broadcast, certain Defendants
19 informed their viewers, subscribers, and fans of other Defendants’ unlawful re-
20 distributing of the Broadcast. Triller can immediately amend its pleadings to assert
21 these allegations. (*See* Declaration of Alexander Brendon Gura in Support of
22 Plaintiff’s Response to Order to Show Cause (“Gura Decl.”), ¶ 2 & Ex. A at ¶ 24.)

23 **III. CONCLUSION**

24 For the foregoing reasons, Triller respectfully requests that the Court permit
25 Triller to obtain the discovery requested in the Application before dismissing any
26 defendant.

27
28 ¹ Triller also anticipates using the information learned through its expedited discovery
to further support its allegations that the Central District is the proper venue for this
Action and that the Central District may exercise personal jurisdiction over
Defendants.

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Dated: May 5, 2021

NOVIAN & NOVIAN, LLP
Attorneys at Law

By: /s/ Farhad Novian
FARHAD NOVIAN
MICHAEL O'BRIEN
ALEXANDER BRENDON GURA

Attorneys for Plaintiff TRILLER FIGHT
CLUB II LLC

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DECLARATION OF ALEXANDER BRENDON GURA

I, Alexander Brendon Gura, declare as follows:

1. I am an associate with the law firm of Novian & Novian, LLP, counsel to Plaintiff Triller Fight Club II LLC (“Plaintiff” or “Triller”) in this action. I submit this declaration in support of Triller’s Response to this Court’s Order to Show Cause. If called as a witness in this action, I could and would testify competently to the matters set forth herein.

2. Attached hereto as **Exhibit A** is a true and correct copy of Triller’s [Proposed] Second Amended Complaint.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct.

Executed this 5th day of May 2021, at Los Angeles, California.

/s/ Alexander Brendon Gura

Alexander Brendon Gura

EXHIBIT A

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9 Attorneys for Plaintiff TRILLER FIGHT CLUB II LLC

10 **UNITED STATES DISTRICT COURT**
 11 **CENTRAL DISTRICT OF CALIFORNIA**

12 TRILLER FIGHT CLUB II LLC, a
 13 Delaware Limited Liability Company,

14 Plaintiff,

15 vs.

16
 17 FILMDAILY.COM, an unknown
 business entity; ACCESSTVPRO.CO, an
 18 unknown business entity;
 19 ONLINE2LIVESTREAM.US, an
 unknown business entity;
 20 CRACKSTREAMSLIVE.COM, an
 unknown business entity; SPORTS-
 21 TODAY.CLUB, an unknown business
 22 entity; MY-SPORTS.CLUB, an unknown
 business entity; BILASPORT.COM, an
 23 unknown business entity; TRENDY
 24 CLIPS, an unknown business entity;
 25 MIKE, an unknown business entity;
 YOUR EXTRA, an unknown business
 26 entity; ECLIPT GAMING, an unknown
 business entity; ITSLILBRANDON, an
 27 unknown business entity; the H3
 28 PODCAST, an unknown business entity;

CASE NO.: 2:21-cv-03502-PA-RAO

**[PROPOSED] SECOND AMENDED
 COMPLAINT FOR:**

1. **COPYRIGHT
 INFRINGEMENT**
2. **VIOLATION OF THE
 FEDERAL
 COMMUNICATIONS ACT:
 47 U.S.C. § 605**
3. **VIOLATION OF THE
 FEDERAL
 COMMUNICATIONS ACT:
 47 U.S.C. § 553**
4. **CONVERSION**
5. **BREACH OF CONTRACT**
6. **CONSPIRACY**
7. **VIOLATIONS OF THE
 COMPUTER FRAUD AND
 ABUSE ACT:
 18 U.S.C. § 1030**
8. **VICARIOUS COPYRIGHT
 INFRINGEMENT**

JURY TRIAL DEMANDED

1 H3H3 PRODUCTIONS, an unknown
2 business entity; and DOES 1 through 100,
3 inclusive,
4 Defendants.

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1 Plaintiff Triller Fight Club II LLC, a Delaware limited liability company
2 (“Plaintiff” or “Triller”) hereby complains against Defendants FILMDAILY.COM, an
3 unknown business entity (“Filmdaily.com”); ACCESSTVPRO.CO, an unknown
4 business entity (“Accesstvpro.co”); ONLINE2LIVESTREAM.US, an unknown
5 business entity (“Online2livestream.us”); CRACKSTREAMSLIVE.COM, an
6 unknown business entity (“Crackstreamslive.com”); SPORTS-TODAY.CLUB, an
7 unknown business entity (“Sports-today.club”), MY-SPORTS.CLUB, an unknown
8 business entity (“My-sports.club”), BILASPORT.COM, an unknown business entity
9 (“Bilasport.com”), TRENDY CLIPS, an unknown business entity (“Trendy Clips”),
10 MIKE, an unknown business entity (“Mike”), YOUR EXTRA, an unknown business
11 entity (“Your Extra”), ECLIPT GAMING, an unknown business entity (“Eclipt
12 Gaming”), ITSLILBRANDON, an unknown business entity (“ItsLilBrandon”), the H3
13 PODCAST, an unknown business entity (“H3 Podcast”), H3H3 PRODUCTIONS, an
14 unknown business entity (“H3H3”), and DOES 1 through 100, inclusive (collectively,
15 the “Defendants”), and alleges as follows:

16 **NATURE OF THIS ACTION**

17 1. Through this action, Triller seeks in excess of \$100,000,000.00 against
18 Defendants and each of them all of whom are cyber-criminals, for their outright theft
19 and diversion of upwards of 2,000,000 unique viewers by providing them with illegal
20 and unauthorized viewings of the Broadcast of the Jake Paul vs. Ben Askren boxing
21 event. Plaintiff is the copyright owner and publisher of the Triller Fight Club
22 broadcast of the “Jake Paul vs. Ben Askren” boxing event, including all undercard
23 bouts and the entire television broadcast, exhibited via closed circuit television and via
24 encrypted satellite signal (hereinafter referred to as the “Broadcast”). The Broadcast
25 originated via satellite uplink and was subsequently re-transmitted to cable systems
26 and satellite companies via satellite signal and/or retransmitted via satellite signal to
27 licensed content distributors such as Plaintiff’s authorized online platforms. Plaintiff
28 institutes this action to obtain remedy for—and to permanently hinder—the blatantly

1 unlawful infringement and rampant theft of its copyrighted work by the Defendants.
2 Defendants, and each of them, have utilized various torrent and streaming websites
3 such as <https://youtube.com>, <https://filmdaily.co>, <https://accesstvpro.co>,
4 <https://online2livestream.us>, <https://crackstreams.live>, <https://sports-today.club/>,
5 <https://my-sports.club/>, and <https://bilasports.com> to unlawfully upload, distribute,
6 and publicly display, without authorization, the Broadcast to the users of such
7 websites. Upon information and belief, Defendants, and each of them, acted
8 knowingly, willfully, unlawfully and with blatant disregard to Plaintiff's copyright in
9 the Broadcast by uploading the Broadcast to the aforementioned websites with
10 additional shareable payment links, such as PayPal links, which allow users to remit
11 direct payments to the various Defendants in order to fund and endorse each respective
12 Defendants' infringement of Plaintiff's Broadcast. Defendants' calculated and
13 reprehensible infringement, theft, and other unlawful acts—committed in knowing
14 violation of the law—has resulted in damages suffered by Plaintiff in excess of
15 \$100,000,000.00, by stealing and diverting upwards of 2,000,000 unique viewers of
16 the illegal and unauthorized viewings of the Broadcast from Plaintiff.

17 2. Acting with intentional and knowing disregard of Plaintiff's exclusive
18 rights in the Broadcast, Defendants—who are nothing less than cyber-criminals—
19 employ various user profiles on websites, including those mentioned above, to
20 illegally upload copyrighted programming, including the Broadcast, and to facilitate
21 the unauthorized copying, sharing, downloading, uploading, and distribution of such
22 programming. Through their egregious conduct, Defendants also encourage other
23 online users to copy, share, download, distribute and share the Broadcast on the
24 aforementioned websites. Defendants further unlawfully facilitate, participate, and
25 induce other users to engage in the unauthorized reproduction, adaptation, distribution
26 and public display of Plaintiff's copyrighted Broadcast all to line their own pockets
27 with monies that belong to Plaintiff.

28 3. Notwithstanding each Defendants' recognition that Plaintiff never

1 authorized their respective copying, downloading, uploading, public display and/or
2 distribution of the Broadcast, Defendants continue to engage—and unjustly benefit—
3 from their infringing conduct. Defendants’ plain acts of thievery, misappropriation,
4 and infringement, as further described herein, are tantamount to, and no less deplorable
5 than, the acts of a pilferer, poaching on and looting the fruits of another’s hard-earned
6 labor.

7 **JURISDICTION AND VENUE**

8 4. The Court has subject matter jurisdiction pursuant to 17 U.S.C. § 101, *et*
9 *seq.* and 28 U.S.C. § 1331, which states that district courts shall have original
10 jurisdiction over all civil actions arising under the Constitution, laws, or treaties of the
11 United States; and 28 U.S.C. Section § 1338 (a).

12 5. Upon information and belief, venue is proper in this Court pursuant to 28
13 U.S.C § 1391(b)(2) because a substantial part of the events or omissions giving rise to
14 the claims occurred in this district. In the alternative, venue is also proper under 28
15 U.S.C. § 1391(b)(3), as Defendants, and each of them, are subject to the court’s
16 personal jurisdiction with respect to this action.

17 **PARTIES**

18 6. Plaintiff is a limited liability company incorporated under the laws of
19 Delaware and having its principal place of business in the State of California.

20 7. Plaintiff is engaged in the business of distributing its copyrighted
21 materials as defined in 17 U.S.C. § 101, and offering such content, including the
22 Broadcast, for purchase on a Pay-Per-View basis to its paying customers over the
23 internet or via cable or satellite TV. Plaintiff invests substantial money, time, and effort
24 in advertising, promoting, selling, and licensing programming such as the Broadcast.

25 8. Plaintiff owns the copyrights to the Broadcast. As the exclusive owner of
26 the Copyright in its programing, including but not limited to the Broadcast, Plaintiff
27 possesses the exclusive rights to, *inter alia*, exhibit, distribute, disseminate and
28 perform the Broadcast publicly.

1 9. Upon information and belief, Defendant Filmdaily.com is a business
2 entity, the exact nature of which is unknown, registered in Nevada and doing business
3 in the State of California. Upon information and belief, Filmdaily.com offers the
4 website <https://filmdaily.co> for the purpose of permitting, encouraging, facilitating,
5 and inducing the sharing of videos and live programming of audiovisual materials
6 between users of the website. Those materials include programming owned and/or
7 controlled by Plaintiff, including the Broadcast, which was offered by Filmdaily.com
8 through its illegal uploading and distribution of the Broadcast.

9 10. Upon information and belief, Defendant Accesstvpro.co is a business
10 entity, the exact nature of which is unknown, registered in Arizona and doing business
11 in the State of California. Upon information and belief, Accesstvpro.co offers the
12 website <https://accesstvpro.co> for the purpose of permitting, encouraging, facilitating,
13 and inducing the sharing of videos and live programming of audiovisual materials
14 between users of the website. Those materials include programming owned and/or
15 controlled by Plaintiff, including the Broadcast, which was offered by Accesstvpro.co
16 through its illegal uploading and distribution of the Broadcast.

17 11. Upon information and belief, Defendant Online2livestream.us is a
18 business entity, the exact nature of which is unknown, doing business in the State of
19 California. Upon information and belief, Online2livestream.us offers the website
20 <https://online2livestream.us> for the purpose of permitting, encouraging, facilitating,
21 and inducing the sharing of videos and live programming of audiovisual materials
22 between users of the website. Those materials include programming owned and/or
23 controlled by Plaintiff, including the Broadcast, which was offered by
24 Online2livestream.us through its illegal uploading and distribution of the Broadcast.

25 12. Upon information and belief, Defendant Crackstreamlive.com is a
26 business entity, the exact nature of which is unknown, doing business in the State of
27 California. Upon information and belief, Crackstreamlive.com offers the website
28 <https://crackstreamlive.com> for the purpose of permitting, encouraging, facilitating,

1 and inducing the sharing of videos and live programming of audiovisual materials
2 between users of the website. Those materials include programming owned and/or
3 controlled by Plaintiff, including the Broadcast, which was offered by
4 Crackstreamlive.com through its illegal uploading and distribution of the Broadcast.

5 13. Upon information and belief, Defendant Sports-today.club is a business
6 entity, the exact nature of which is unknown, doing business in the State of California.
7 Upon information and belief, Sports-today.club offers the website [https://sports-](https://sports-today.club/)
8 [today.club/](https://sports-today.club/) for the purpose of permitting, encouraging, facilitating, and inducing the
9 sharing of videos and live programming of audiovisual materials between users of the
10 website. Those materials include programming owned and/or controlled by Plaintiff,
11 including the Broadcast, which was offered by Sports-today.club through its illegal
12 uploading and distribution of the Broadcast.

13 14. Upon information and belief, Defendant My-sports.club is a business
14 entity, the exact nature of which is unknown, doing business in the State of California.
15 Upon information and belief, My-sports.club offers the website <https://my-sports.club/>
16 for the purpose of permitting, encouraging, facilitating, and inducing the sharing of
17 videos and live programming of audiovisual materials between users of the website.
18 Those materials include programming owned and/or controlled by Plaintiff, including
19 the Broadcast, which was offered by My-sports.club through its illegal uploading and
20 distribution of the Broadcast.

21 15. Upon information and belief, Defendant Bilasport.com is a business
22 entity, the exact nature of which is unknown, doing business in the State of California.
23 Upon information and belief, Bilasport.com offers the website <https://bilasports.com>
24 for the purpose of permitting, encouraging, facilitating, and inducing the sharing of
25 videos and live programming of audiovisual materials between users of the website.
26 Those materials include programming owned and/or controlled by Plaintiff, including
27 the Broadcast, which was offered by Bilasport.com through its illegal uploading and
28 distribution of the Broadcast.

1 16. Upon information and belief, Defendant Trendy Clips is a business entity,
2 the exact nature of which is unknown, doing business in the State of California. Upon
3 information and belief, Trendy Clips operates the Youtube channel located at
4 <https://www.youtube.com/channel/UCYj6TdieiWvyuQc4s6J88uw> for the purpose of
5 permitting, encouraging, facilitating, and inducing the sharing of videos and live
6 programing of audiovisual materials between users of the website. Those materials
7 include programming owned and/or controlled by Plaintiff, including the Broadcast,
8 which was offered by Trendy Clips through its illegal uploading and distribution of
9 the Broadcast.

10 17. Upon information and belief, Defendant Mike is a business entity, the
11 exact nature of which is unknown, doing business in the State of California. Upon
12 information and belief, Mike operates the Youtube channel located at
13 https://www.youtube.com/channel/Ucc6_H_Qrmy_yGUe6M6vOClw for the
14 purpose of permitting, encouraging, facilitating, and inducing the sharing of videos
15 and live programing of audiovisual materials between users of the website. Those
16 materials include programming owned and/or controlled by Plaintiff, including the
17 Broadcast, which was offered by Mike through its illegal uploading and distribution
18 of the Broadcast.

19 18. Upon information and belief, Defendant Your Extra is a business entity,
20 the exact nature of which is unknown, doing business in the State of California. Upon
21 information and belief, Your Extra operates the Youtube channel located at
22 <https://www.youtube.com/channel/UCArjknvNYidNOoJgOQNby3g> for the purpose
23 of permitting, encouraging, facilitating, and inducing the sharing of videos and live
24 programing of audiovisual materials between users of the website. Those materials
25 include programming owned and/or controlled by Plaintiff, including the Broadcast,
26 which was offered by Your Extra through its illegal uploading and distribution of the
27 Broadcast.

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1 19. Upon information and belief, Defendant Eclipt Gaming is a business
2 entity, the exact nature of which is unknown, doing business in the State of California.
3 Upon information and belief, Eclipt Gaming operates the Youtube channel located at
4 <https://www.youtube.com/channel/UCt1CKTX-ITRNbJ5U1Su6Qcw> for the purpose
5 of permitting, encouraging, facilitating, and inducing the sharing of videos and live
6 programing of audiovisual materials between users of the website. Those materials
7 include programming owned and/or controlled by Plaintiff, including the Broadcast,
8 which was offered by Eclipt Gaming through its illegal uploading and distribution of
9 the Broadcast.

10 20. Upon information and belief, Defendant ItsLilBrandon is a business
11 entity, the exact nature of which is unknown, doing business in the State of California.
12 Upon information and belief, ItsLilBrandon operates the Youtube channel located at
13 <https://www.youtube.com/channel/UCRjHeG6mxIFuMaLS3HAt9rg> for the purpose
14 of permitting, encouraging, facilitating, and inducing the sharing of videos and live
15 programing of audiovisual materials between users of the website. Those materials
16 include programming owned and/or controlled by Plaintiff, including the Broadcast,
17 which was offered by ItsLilBrandon through its illegal uploading and distribution of
18 the Broadcast.

19 21. Upon information and belief, Defendant H3 Podcast is a business entity,
20 the exact nature of which is unknown, doing business in the State of California. Upon
21 information and belief, the H3 Podcast—through its hosts Ethan and Hila Klein—
22 operates the Youtube channel located at
23 <https://www.youtube.com/channel/UCLtREJY21xRfCuEKvdki1Kw> for the purpose
24 of permitting, encouraging, facilitating, and inducing the sharing of videos and live
25 programing of audiovisual materials between users of the website. Those materials
26 include programming owned and/or controlled by Plaintiff, including the Broadcast,
27 which was offered by the H3 Podcast through its illegal uploading and distribution of
28 the Broadcast.

1 22. Upon information and belief, Defendant H3H3 is a business entity, the
2 exact nature of which is unknown, doing business in the State of California. Upon
3 information and belief, H3H3—through Ethan and Hila Klein—operates the Youtube
4 channel located at <https://www.youtube.com/user/h3h3Productions> for the purpose of
5 permitting, encouraging, facilitating, and inducing the sharing of videos and live
6 programing of audiovisual materials between users of the website. Those materials
7 include programming owned and/or controlled by Plaintiff, including the Broadcast,
8 which was offered by H3H3 through its illegal uploading and distribution of the
9 Broadcast.

10 23. Plaintiff is informed and believes, and thereon alleges, that the actions
11 and omissions that serve as the basis for this complaint were undertaken jointly and
12 with the consent, conspiracy, cooperation, and joint participation of all defendants.

13 24. Plaintiff is informed and believes, and thereon alleges, that at all times
14 mentioned herein, each Defendant was the agent, joint venture, and/or employee of
15 each and every other defendant, and in doing the things alleged in this complaint, each
16 defendant was acting within the course and scope of such agency, joint venture, and/or
17 employment and with the permission and consent of each of the other defendants.
18 Plaintiff is further informed and believes, and thereon alleges, that certain Defendants
19 were aware of and informed their subscribers, viewers, and fans of the existence of
20 other Defendants’ illegal uploading and distribution of the Broadcast, thereby
21 demonstrating Defendants’ common enterprise.

22 25. The true names and capacities, whether individual, corporate, associate,
23 or otherwise, of Defendants named herein as DOES 1 through 10, inclusive, and each
24 of them, are unknown to Plaintiff at this time. Plaintiff therefore sues said Defendants,
25 and each of them, by such fictitious names. Plaintiff will advise the Court and seek
26 leave to amend this Complaint when the true names and capacities of each such
27 Defendant has been ascertained. Plaintiff is informed and believes, and based thereon
28 alleges, that each such Defendant designated as a DOE is responsible in some manner

1 for the events and happenings referred to herein or as hereinafter specifically alleged.

2 **COUNT ONE:**

3 **(For Copyright Infringement Against All Defendants)**

4 26. Plaintiff hereby realleges, and by this reference incorporates herein, each
5 and every allegation of preceding and subsequent paragraphs as though fully set forth
6 herein.

7 27. Plaintiff is the owner of the copyrights to the Broadcast, including all
8 undercard bouts and the entire television Broadcast. Plaintiff's rights include, but are
9 not limited to, all moving images and other audio/video content which were
10 broadcasted via encrypted satellite signal. The Broadcast originated via satellite uplink
11 and were subsequently retransmitted to cable systems and satellite companies via
12 satellite signal and/or retransmitted via satellite signal to licensed content distributors
13 such as Plaintiff's authorized, online platforms.

14 28. As the copyright holder to the rights of the Broadcast, Plaintiff has the
15 exclusive right to copy, publicly perform and distribute it.

16 29. Defendants, and each of them, failed to obtain the property authority or
17 license from Plaintiff to copy, publicly perform or distribute the Broadcast.

18 30. Upon information and belief, Defendants illegally copied, uploaded,
19 publicly performed and distributed the Broadcast via the internet with full knowledge
20 that the Broadcast could only be obtained by purchasing a license from Plaintiff.

21 31. Defendants, and each of them, have utilized various torrent and streaming
22 websites such as <https://filmdaily.co>, <https://accesstvpro.co>,
23 <https://online2livestream.us>, <https://crackstreams.live>, <https://sports-today.club/>,
24 <https://my-sports.club/>, <https://bilasports.com>, and <https://youtube.com> to upload,
25 distribute, and publicly display the Broadcast to the users of such website in direct
26 violation of the exclusive rights owned by Plaintiff.

27 32. Specifically, upon information and belief, the Defendants, and each of
28 them, obtained the Broadcast through internet websites, cable and/or satellite Pay-Per-

1 View purchase intended for private, non-commercial viewing, and subsequently
2 illegally re-transmitted the Broadcast and publicly exhibited the Broadcast by illegally
3 copying and uploading the Broadcast to the aforementioned websites for other users
4 to also illegally view, download, access, share, and distribute.

5 33. Defendants, and each of them, have infringed on Plaintiff's copyright in
6 the Broadcast by reproducing, adapting distributing, uploading, copying, and publicly
7 displaying the copyrighted works without Plaintiff's authorization in violation of the
8 Copyright Act, 17 U.S.C. § 501, and have recouped profits from the aforementioned
9 websites through users' payments to the Defendants or through advertising revenue
10 generated through the websites.

11 34. Defendants' acts of infringement were willful, in blatant disregard of, and
12 committed with indifference to Plaintiff's rights.

13 35. By reason of Defendants' conduct as described herein, Defendants, and
14 each of them, willfully violated 17 U.S.C. § 501.

15 36. Due to Defendants' acts of copyright infringement as alleged herein,
16 Defendants have obtained direct and indirect profits Defendants would not otherwise
17 have realized but for Defendants' infringement of the Broadcast. As such, Plaintiff is
18 entitled to disgorgement of Defendant's profits directly and indirectly attributable to
19 Defendants' infringement of the Broadcast, in an amount to be established at trial,
20 but in no event less than \$100,000,000.00.

21 37. Plaintiff is further entitled to its attorney's fees and full costs pursuant to
22 17 U.S.C. § 505.

23 **COUNT TWO:**

24 **(For Violations of the Federal Communications Act: 47 U.S.C. §605 Against All**
25 **Defendants)**

26 38. Plaintiff hereby realleges, and by this reference incorporates herein, each
27 and every allegation of preceding and subsequent paragraphs as though fully set forth
28 herein.

1 39. Plaintiff is the owner of the Broadcast, including all undercard matches
2 and the entire television broadcast, aired via closed circuit television and via encrypted
3 satellite signal.

4 40. The Broadcast was available for non-commercial, private viewing
5 through Plaintiff, its authorized online vendors, as well as through Pay-Per-View
6 purchase through authorized satellite TV providers. Defendants, in a calculated effort
7 to use Plaintiff’s Broadcast for their own commercial benefit, obtained access to
8 Plaintiff’s Broadcast by purchasing the programming and subsequently copying the
9 Broadcast and uploading it to torrent and streaming websites such as and
10 <https://youtube.com>, <https://filmdaily.co>, <https://accesstvpro.co>,
11 <https://online2livestream.us>, <https://crackstreamslive.com>, <https://sports-today.club/>,
12 <https://my-sports.club/>, and <https://bilasports.com>.

13 41. In order to purchase and view the Broadcast through a satellite TV
14 provider intended for private, non-commercial viewing, an individual purchaser was
15 subject to the copyright language contained therein which expressly stated that the
16 “unauthorized reproduction or distribution of the copyrighted work is illegal.”

17 42. Upon information and belief, with full knowledge that the Broadcast was
18 not to be received, distributed, reproduced and or publicly exhibited by individuals
19 unauthorized to do so, Defendants, without authorization from Plaintiff, unlawfully
20 intercepted, received and/or de-scrambled Plaintiff’s satellite signal for purposes of
21 direct commercial advantage and subsequently divulged the Broadcast to the public
22 by copying and distributing said Broadcast to the users of the aforementioned websites
23 in exchange for payments to aid, encourage, support, or otherwise endorse Defendants’
24 infringing conduct.

25 43. Upon information and belief, Plaintiff alleges that Defendants effected
26 unauthorized interception and receipt of Plaintiff’s Broadcast via Defendants’ satellite
27 TV service by ordering programming for residential use and subsequently copying,
28 uploading, distributing and publicly displaying the Broadcast without authorization,

1 or by such other means which are unknown to Plaintiff and known only to Defendants.

2 44. 47 U.S.C. § 605(a) prohibits the unauthorized reception and publication
3 or use of communications such as the Broadcast for which Plaintiff had the distribution
4 rights thereto.

5 45. By reason of Defendants' conduct as described herein, Defendants, and
6 each of them, willfully violated 47 U.S.C. § 605(a)

7 46. As a proximate result of Defendants' willful violations of 47 U.S.C. §
8 605(a), Plaintiff is entitled to damages, in the discretion of this Court, under 47 U.S.C.
9 § 605(a), Plaintiff is entitled to damages, in the discretion of this Court, under 47
10 U.S.C. § 605(e)(3)(C)(i)(II) and (ii) of up to the maximum amount of \$110,000.00 as
11 to *each* violation.

12 47. Pursuant to 47 U.S.C. § 605, Plaintiff is also entitled to an award of full
13 costs, interest and reasonable attorney's fees.

14 **COUNT THREE:**

15 **(For Violations of the Federal Communications Act: 47 U.S.C. §553 Against All**
16 **Defendants)**

17 48. Plaintiff hereby realleges, and by this reference incorporates herein, each
18 and every allegation of preceding and subsequent paragraphs as though fully set forth
19 herein.

20 49. Upon information and belief, Defendants willfully and unlawfully
21 accessed, received, and subsequently re-transmitted the Broadcast over a cable TV or
22 internet system while knowing that they were unauthorized to do so.

23 50. 47 U.S.C. §553 prohibits the unauthorized reception of any
24 communications service offered over a cable system such as the transmission of the
25 Broadcast for which Plaintiff holds the copyright ownership thereto.

26 51. Upon information and belief, the Defendants knowingly, willfully and
27 unlawfully accessed, received and subsequently re-transmitted the Broadcast when it
28 was offered via a cable TV or internet subscription without the authorization from

1 Plaintiff and without paying Plaintiff the appropriate Pay-Per-View fee.

2 52. By reason of Defendants' conduct as described herein, Defendants, and
3 each of them, willfully violated 47 U.S.C. §553.

4 53. As a proximate result of Defendants' willful violations of 47 U.S.C. §553,
5 Plaintiff is entitled to damages in an amount, in the discretion of this Court, of up to
6 the maximum amount of \$60,000.00 as to each violation, plus the recovery of full
7 costs, interest and reasonable attorney's fees, in the discretion of this Court.

8 **COUNT FOUR:**

9 **(For Conversion Against All Defendants)**

10 54. Plaintiff hereby realleges, and by this reference incorporates herein, each
11 and every allegation of preceding and subsequent paragraphs as though fully set forth
12 herein.

13 55. Plaintiff, at all relevant times, owned, possessed, and had the right to
14 possess the copyrights to the Broadcast.

15 56. By virtue of Defendants' conduct as set forth herein, Defendants, and
16 each of them, knowingly and intentionally substantially interfered with Plaintiff's
17 property by unlawfully converting it for their own commercial use, benefit, and private
18 financial gain.

19 57. Defendants' acts of conversion were done without Plaintiff's consent and
20 with the objective of depriving Plaintiff of its copyright ownership for Defendants'
21 direct commercial benefit, advantage and private financial gain.

22 58. As a proximate result of Defendants' wrongful conversion of the
23 Broadcast, Plaintiff suffered damages in an amount subject to proof at trial but in no
24 event less than \$100,000,000.00.

25 **COUNT FIVE**

26 **(For Breach of Contract Against All Defendants)**

27 59. Plaintiff hereby realleges, and by this reference incorporates herein, each
28 and every allegation of preceding and subsequent paragraphs as though fully set forth

1 herein.

2 60. Plaintiff would show that pursuant to Plaintiff’s Terms of Use for its
3 programming of the Broadcast, any user of Plaintiff’s authorized websites for Pay-
4 Per-View purchase and any purchaser of a residential Pay-Per-View feed from
5 Plaintiff, either via cable or satellite TV, agreed not to reproduce, distribute, or
6 transmit any of Plaintiff’s materials, including the Broadcast.

7 61. Upon information and belief, Defendants, and each of them, purchased
8 the Broadcast through Plaintiff’s authorized websites or via Pay-Per-View purchase
9 for private, residential viewing.

10 62. Upon information and belief, with full knowledge that the Broadcast was
11 not to be unlawfully copied and distributed by individuals unauthorized to do so,
12 Defendants willfully and unlawfully copied, uploaded and distributed the Broadcast
13 to users of torrent and streaming websites such as <https://youtube.com>,
14 <https://filmdaily.co>, <https://accesstvpro.co>, <https://online2livestream.us>,
15 <https://crackstreamslive.com>, <https://sports-today.club/>, <https://my-sports.club/>, and
16 <https://bilasports.com> so that the Broadcast could be accessed free of charge.

17 63. As a proximate result of Defendants breach of their respective agreements
18 with Plaintiff, Plaintiff has been damaged through the loss of substantial amounts of
19 revenue, loss of business, loss of good-will and loss of customers, the sum value of
20 which will be proven at trial but which is an amount no less than \$100,000,000.00

21 **COUNT SIX**

22 **(For Conspiracy Against All Defendants)**

23 64. Plaintiff hereby realleges, and by this reference incorporates herein, each
24 and every allegation of preceding and subsequent paragraphs as though fully set forth
25 herein.

26 65. Upon information and belief, Defendants, and each of them, had an
27 agreement between two or more persons.

28 66. Upon information and belief, pursuant to the respective Defendants’

1 agreements, Defendants set out to intentionally, willfully, and unlawfully access and
2 copy Plaintiff's Broadcast and subsequently upload the Broadcast for distribution and
3 public display in exchange for direct contributions from the users of the websites
4 known as such as <https://youtube.com>, <https://filmdaily.co>, <https://accesstvpro.co>,
5 <https://online2livestream.us>, <https://crackstreamslive.com>, <https://sports-today.club/>,
6 <https://my-sports.club/>, and <https://bilasports.com> or for advertisement revenue from
7 such websites.

8 67. Upon information and belief, Defendants, and each of them,
9 intentionally, willfully, and unlawfully accessed, copied, uploaded, distributed, and
10 publicly displayed Plaintiff's Broadcast using such websites and did in fact receive
11 direct contributions from users of such websites or advertisement revenue from such
12 websites.

13 68. As a proximate result of Defendants respective agreements and
14 subsequent acts as described herein, Plaintiff has been damaged through the loss of
15 substantial amounts of revenue, loss of business, loss of good-will, and loss of
16 customers, the sum value of which will be proven at trial but which is an amount no
17 less than \$100,000,000.00

18 **COUNT SEVEN**

19 **(For Violations of the Computer Fraud and Abuse Act: 18 U.S.C. § 1030**

20 **Against All Defendants)**

21 69. Plaintiff hereby realleges, and by this reference incorporates herein, each
22 and every allegation of preceding and subsequent paragraphs as though fully set forth
23 herein.

24 70. Upon information and belief, Defendants, and each of them, without
25 authorization or by exceeding the scope of granted authorization, accessed a protected
26 computer containing Plaintiff's live internet streams of the Broadcast, and knowingly
27 and with the intent to defraud, unlawfully copied, distributed, and publicly displayed
28 the Broadcast.

1 71. Upon information and belief, as a proximate result of Defendants’
2 unlawful and fraudulent conduct as set forth herein, Defendants, and each of them,
3 obtained the valuable copyrighted Broadcast and subsequently uploading, distributing,
4 and publicly displaying the Broadcast using such as and <https://youtube.com>,
5 <https://filmdaily.co>, <https://accesstvpro.co>, <https://online2livestream.us>,
6 <https://crackstreamlive.com>, <https://sports-today.club/>, <https://my-sports.club/>, and
7 <https://bilasports.com>.

8 **COUNT EIGHT:**

9 **(For Vicarious Copyright Infringement Against All Defendants)**

10 72. Plaintiff hereby realleges, and by this reference incorporates herein, each
11 and every allegation of preceding and subsequent paragraphs as though fully set forth
12 herein.

13 73. Plaintiff is the owner of the copyrights to the Broadcast, including all
14 undercard bouts and the entire television Broadcast. Plaintiff’s rights include, but are
15 not limited to, all moving images and other audio/video content which were
16 broadcasted via encrypted satellite signal. The Broadcast originated via satellite uplink
17 and were subsequently retransmitted to cable systems and satellite companies via
18 satellite signal and/or retransmitted via satellite signal to licensed content distributors
19 such as Plaintiff’s authorized, online platforms.

20 74. Upon information and belief, Defendants, and each of them, directly
21 infringed on Plaintiff’s Broadcast by illegally uploading the Broadcast and/or portions
22 thereof via the internet on the websites such as <https://youtube.com>,
23 <https://filmdaily.co>, <https://accesstvpro.co>, <https://online2livestream.us>,
24 <https://crackstreamlive.com>, <https://sports-today.club/>, <https://my-sports.club/>, and
25 <https://bilasports.com> in direct violation of Plaintiff’s exclusive copyright.

26 75. Upon information and belief, Defendants encouraged online users to
27 copy, share, download, distribute, and share content, including the Broadcast, on the
28 aforementioned websites, and defendants facilitated, participated in and induced users

1 to engage in the unauthorized reproduction, adaptation, public display and public
2 performance of programming containing Plaintiff’s copyrighted Broadcast.

3 76. Defendants had the right and ability to control and prevent the users on
4 such aforementioned websites from directly accessing and infringing on Plaintiff’s
5 Broadcast which was copied, uploaded, and distributed by Defendants, and each of
6 them.

7 77. Defendants derived a financial benefit from such users’ activities on the
8 aforementioned websites by directing such users to external and/or shareable payment
9 links, such as PayPal links, whereby users could remit direct payments to Defendants
10 in order to compensate, fund and endorse each respective Defendants’ infringement of
11 Plaintiff’s Broadcast.

12 78. By reason of Defendants’ conduct as described herein, Defendants, and
13 each of them, willfully violated 17 U.S.C. § 501.

14 79. Due to Defendants’ acts of copyright infringement as alleged herein,
15 Defendants have obtained direct and indirect profits Defendants would not otherwise
16 have realized but for Defendants’ infringement of the Broadcast. As such, Plaintiff is
17 entitled to disgorgement of Defendant’s profits directly and indirectly attributable to
18 Defendants’ infringement of the Broadcast, in an amount to be established at trial but
19 no less than \$100,000,000.00.

20 80. Plaintiff is further entitled to its attorney’s fees and full costs pursuant to
21 17 U.S.C. § 505.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of
24 them, as follows:

25 **AS TO COUNT ONE:**

- 26 1. That Defendants, Defendants’ employees, representatives, and agents be
27 enjoined from copying, uploading, distributing, selling, or otherwise
28 infringing on Plaintiff’s copyright in the Broadcast;

1 2. That Plaintiff be awarded all profits of Defendants plus all losses of
2 Plaintiff, the exact sum to be proven at the time of trial but in no event
3 less than \$100,000,000.00; and

4 3. That an order be issued requiring Defendants, and each of them, to
5 account to Plaintiff for profits attributable to their use of Plaintiff's
6 copyright, in accordance with proof.

7 AS TO COUNT TWO:

8 4. For statutory penalties in an amount, in the discretion of this Court, of up
9 to the maximum amount of \$110,000.00 for each of the Defendants'
10 willful violations of 47 U.S.C. § 605(a).

11 AS TO COUNT THREE:

12 5. For statutory penalties in an amount, in the discretion of this Court, of up
13 to the maximum amount of \$60,000.00 for each of the Defendants' willful
14 violations of 47 U.S.C. § 553; and

15 6. For Attorney's fees, interest, and costs of suit pursuant to 17 U.S.C. §
16 505; 47 U.S.C. 605(e)(3)(B)(iii) or §553(c)(2)(c);

17 AS TO COUNT FOUR:

18 7. For damages within this Court's jurisdiction in an amount according to
19 proof at trial but in no event less than \$100,000,000.00; and

20 8. For punitive damages in an amount appropriate to punish Defendants and
21 deter others from engaging in similar misconduct.

22 AS TO COUNT FIVE:

23 9. For damages within this Court's jurisdiction in an amount according to
24 proof at trial but in no event less than \$100,000,000.00; and

25 10. For consequential damages.

26 AS TO COUNT SIX:

27 11. For damages within this Court's jurisdiction in an amount according to
28 proof at trial but in no event less than \$100,000,000.00;

1 12. For punitive damages in an amount appropriate to punish Defendants and
2 deter others from engaging in similar misconduct.

3 AS TO COUNT SEVEN:

4 13. For damages within this Court’s jurisdiction in an amount according to
5 proof at trial but in no event less than \$100,000,000.00; and

6 14. Injunctive relief enjoining from copying, uploading, distributing, selling,
7 or otherwise infringing on Plaintiff’s copyright in the Broadcast.

8 AS TO COUNT EIGHT:

9 15. That Defendants, Defendants’ employees, representatives, and agents be
10 enjoined from copying, uploading, distributing, selling, or otherwise
11 infringing on Plaintiff’s copyright in the Broadcast;

12 16. That Plaintiff be awarded all profits of Defendants plus all losses of
13 Plaintiff, the exact sum to be proven at the time of trial but in no event
14 less than \$100,000,000.00; and

15 17. That an order be issued requiring Defendants, and each of them, to
16 account to Plaintiff for profits attributable to their use of Plaintiff’s
17 copyright, in accordance with proof.

18 AS TO ALL COUNTS:

19 18. For pre-judgment and post-judgment interest on all damages awarded;

20 19. For attorneys’ fees and costs of suit incurred herein according to proof;
21 and

22 20. For such other and further relief as the Court may deem just and proper.

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Dated: May 5, 2021

NOVIAN & NOVIAN, LLP
Attorneys at Law

By: /s/ Farhad Novian
FARHAD NOVIAN
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