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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 BRANDON T. WILLIAMS, an  
 individual; ITSLILBRANDON, an  
 18 unknown business entity; and DOES 1  
 19 through 10, inclusive,

20 Defendants.

CASE NO.:

**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. **VIOLATION OF THE COMPUTER FRAUD AND ABUSE ACT: 18 U.S.C. § 1030**
6. **VICARIOUS COPYRIGHT INFRINGEMENT**

**JURY TRIAL DEMANDED**

1 Plaintiff Triller Fight Club II LLC, a Delaware limited liability company  
2 (“Plaintiff” or “Triller”) hereby complains against Defendants Brandon T. Williams,  
3 an individual (“Williams”), ItsLilBrandon, an unknown business entity  
4 (“ItsLilBrandon”), and Does 1 through 10, inclusive (collectively, the “Defendants”),  
5 and alleges as follows:

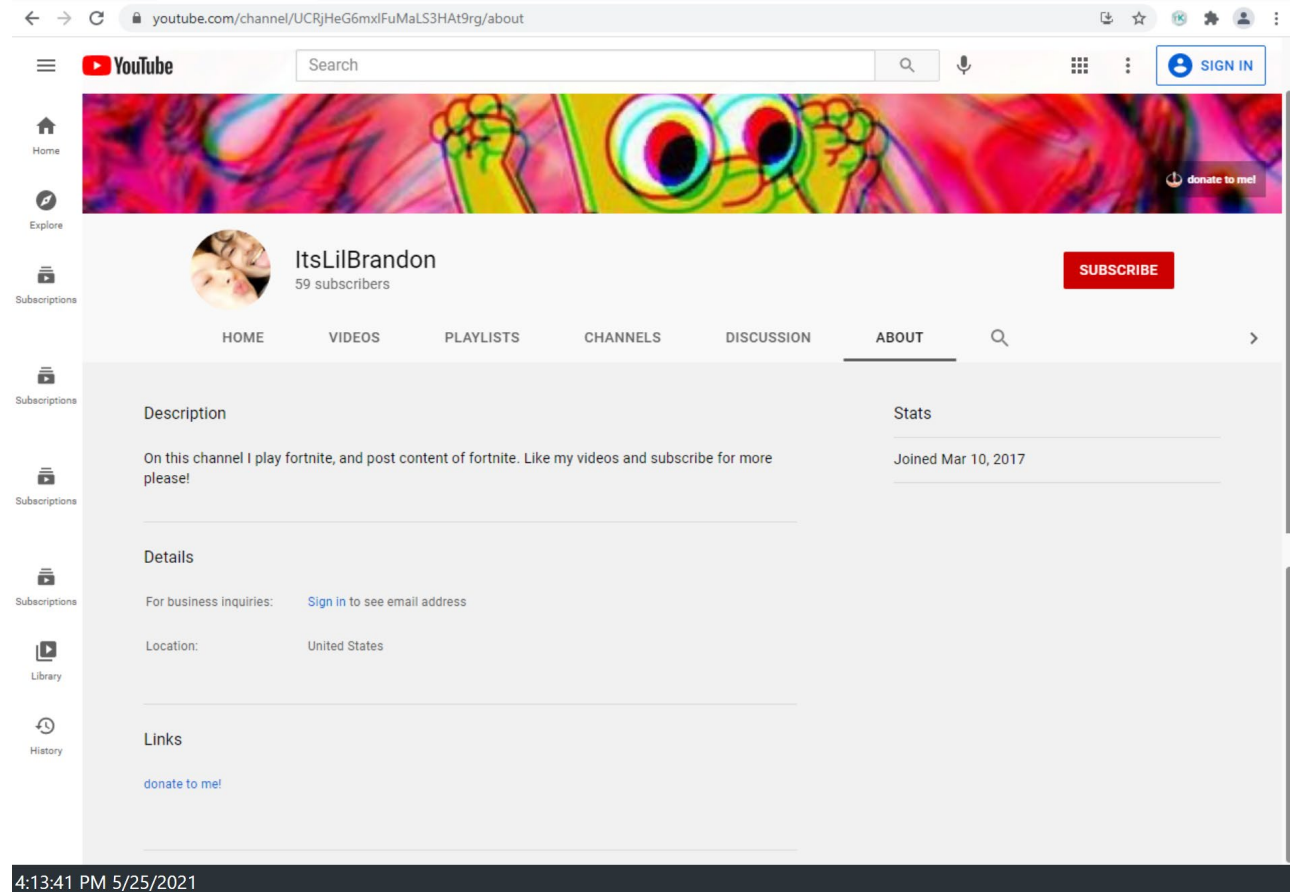
6 **NATURE OF THIS ACTION**

7 1. Plaintiff is the copyright owner and publisher of the Triller Fight Club  
8 broadcast of the “Jake Paul vs. Ben Askren” boxing event, including all undercard  
9 bouts and the entire television broadcast, exhibited via closed circuit television and via  
10 encrypted satellite signal (hereinafter referred to as the “Broadcast”). The Broadcast  
11 originated via satellite uplink and, beginning April 17, 2021, was subsequently re-  
12 transmitted to cable systems and satellite companies via satellite signal and/or  
13 retransmitted via satellite signal to licensed content distributors such as Plaintiff’s  
14 authorized online platforms. Plaintiff institutes this action to obtain remedy for—and  
15 to permanently hinder—the blatantly unlawful infringement and rampant theft of its  
16 copyrighted work by the Defendants.

17 2. Since on or about March 10, 2017, Defendants, and each of them, have  
18 owned and operated various torrent and streaming websites including, but not limited  
19 to, <https://www.youtube.com/channel/UCRjHeG6mxIFuMaLS3HAt9rg/> (the  
20 “YouTube Channel”). Upon information and belief, Defendants, and each of them,  
21 acted knowingly, willfully, unlawfully and with blatant disregard to Plaintiff’s  
22 copyright in the Broadcast by using various torrent and streaming websites, including  
23 the YouTube Channel, to unlawfully upload, distribute, and publicly display, without  
24 authorization, the Broadcast to the users of the YouTube Channel. Defendants did not  
25 have authorization to upload, distribute, or publicly display the Broadcast to the users  
26 of the YouTube Channel.

27 3. As show in the below screenshot, Defendants, and each of them, solicited  
28 payments in exchange for their unlawful uploading, distribution, and public display of

1 the Broadcast to users of the YouTube Channel, by, among other things, asking users  
2 to “donate to me!”



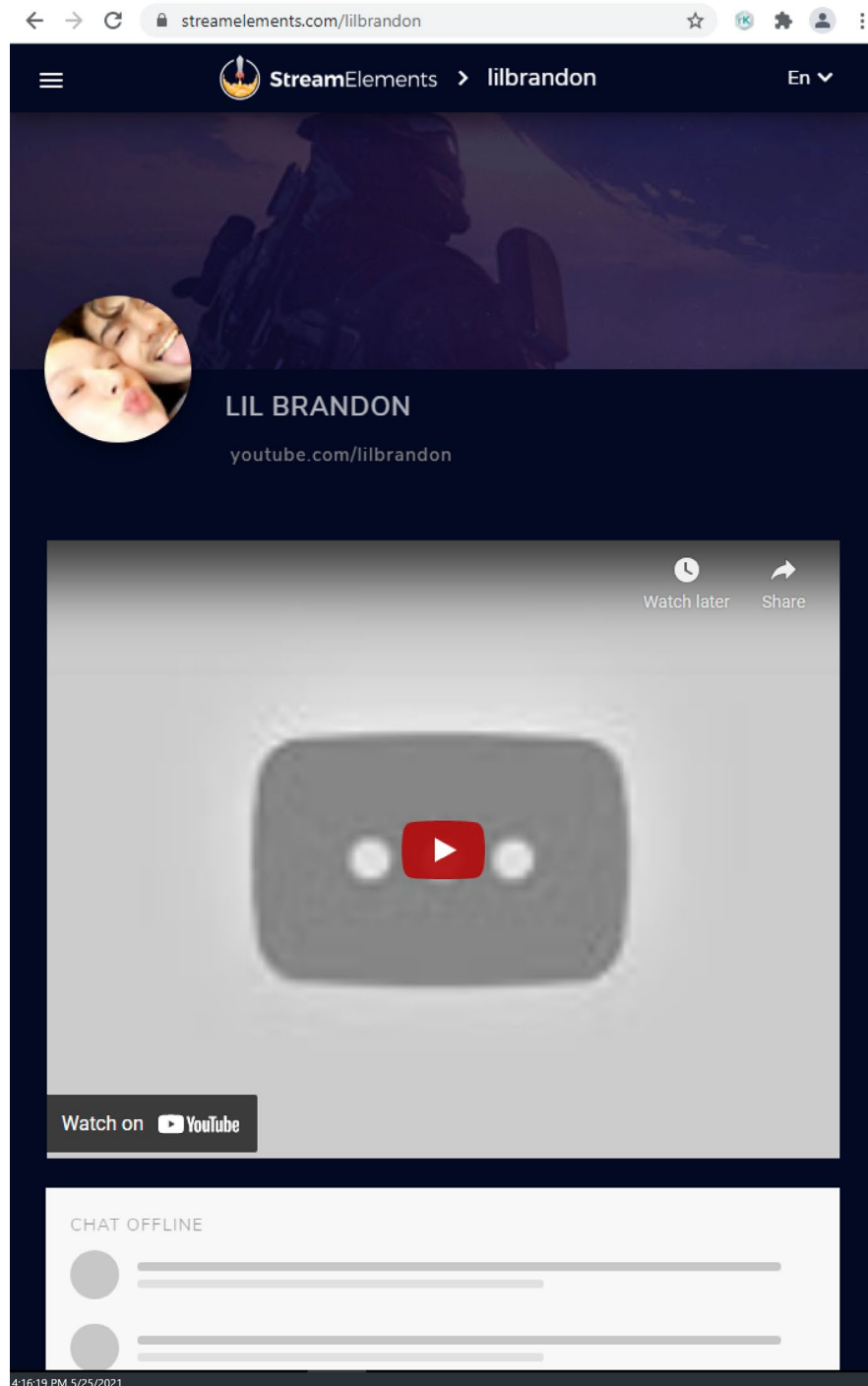
16 4:13:41 PM 5/25/2021  
17 4. As show in the below screenshot, Defendants, and each of them, solicited  
18 payments in exchange for their unlawful uploading, distribution, and public display of  
19 the Broadcast to users of the YouTube Channel by, among other things, asking users  
20 to “please help me out” and providing information for an account with Cash App, a  
21 mobile payment processing service.

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The screenshot shows a web browser window with the address bar displaying 'beacons.page/tslibrandon'. The profile header includes a circular profile picture of two people, the name 'tslibrandon', and a bio: 'I'm a gamer and streamer. I love to play video games, watch movies, and chat with my friends. My goal is to become a pro gamer and make it big!'. Below the bio are five social media links: twitch.tv, TikTok, Instagram, Twitter, and a link to 'Make your own page like this for free using Beacons'. A 'Stay up to date' section contains an email input field and a 'Submit' button. The main content area features a video player with the title 'Whats wrong with Adin Bruh' and a tweet from 'GOTCHA HAT' (@jakepaul) dated Apr 26, 2021, which says 'this is the fight we all wanna see' and includes two images of boxers with a score of '0-1'. Below the tweet is another tweet from 'Brandon Williams' (@tslibrandon) dated Apr 27, 2021, at 11:55 AM, which says 'Cashapp is \$librandon2219 please help me out'. The Beacons logo is visible at the bottom of the page.

1  
2           5.     As show in the below screenshot, Defendants, and each of them, solicited  
3 payments in exchange for their unlawful uploading, distribution and public display of  
4 the Broadcast to users of the YouTube Channel by, among other things, linking the  
5 YouTube Channel to Defendants’ StreamElements page where “tips” and “donations”  
6 are accepted.





1 perform the Broadcast publicly.

2 13. Upon information and belief, Defendant Williams is an individual  
3 residing in Los Angeles, California, and/or Chesapeake, Virginia, and who owns,  
4 operates, or otherwise controls the YouTube Channel for the purpose of permitting,  
5 encouraging, facilitating, and inducing the sharing of videos and live programming of  
6 audiovisual materials between users of the YouTube Channel. Those materials include  
7 programming owned and/or controlled by Plaintiff, including the Broadcast, which  
8 was unlawfully offered by Defendant Williams via the YouTube Channel.

9 14. Upon information and belief, Defendant ItsLilBrandon is an unknown  
10 business entity that owns, operates, or otherwise controls the YouTube Channel for  
11 the purpose of permitting, encouraging, facilitating, and inducing the sharing of videos  
12 and live programming of audiovisual materials between users of the YouTube Channel.  
13 Those materials include programming owned and/or controlled by Plaintiff, including  
14 the Broadcast, which was unlawfully offered by Defendant ItsLilBrandon via the  
15 YouTube Channel.

16 15. Plaintiff is informed and believes, and thereon alleges, that the actions  
17 and omissions that serve as the basis for this complaint were undertaken jointly and  
18 with the consent, conspiracy, cooperation, and joint participation of all Defendants.

19 16. Plaintiff is informed and believes, and thereon alleges, that at all times  
20 mentioned herein, each Defendant was the agent, joint venture, and/or employee of  
21 each and every other Defendant, and in doing the things alleged in this complaint, each  
22 Defendant was acting within the course and scope of such agency, joint venture, and/or  
23 employment and with the permission and consent of each of the other Defendants.

24 17. The true names and capacities, whether individual, corporate, associate,  
25 or otherwise, of Defendants named herein as Does 1 through 10, inclusive, and each  
26 of them, are unknown to Plaintiff at this time. Plaintiff therefore sues said Defendants,  
27 and each of them, by such fictitious names. Plaintiff will advise the Court and seek  
28 leave to amend this Complaint when the true names and capacities of each such

1 Defendant has been ascertained. Plaintiff is informed and believes, and based thereon  
2 alleges, that each such Defendant designated as a Doe Defendant is responsible in  
3 some manner for the events and happenings referred to herein or as hereinafter  
4 specifically alleged.

5 **ALTER EGO ALLEGATIONS**

6 18. Upon information and belief, at all relevant times, there existed a unity of  
7 interest between Defendants such that any individuality or separateness between them  
8 has ceased. Defendant ItsLilBrandon is the alter ego of Defendant Williams in that:

- 9 a. Defendant ItsLilBrandon is, and at all relevant times was, a mere shell,  
10 instrumentality, and conduit through which Defendant Williams  
11 carried on business in the name of Defendant ItsLilBrandon, while  
12 exercising complete control and dominance over Defendant  
13 ItsLilBrandon, its business and assets, to such an extent that any  
14 individuality or separateness between Defendant ItsLilBrandon and  
15 Defendant Williams.
- 16 b. Defendant ItsLilBrandon was conceived, intended, and used by  
17 Defendant Williams as a device to avoid liability and for the purpose  
18 of substituting an undercapitalized entity—namely, Defendant  
19 ItsLilBrandon—in the place of Defendant Williams. Defendant  
20 ItsLilBrandon is, and at all times herein mentioned was, so  
21 inadequately capitalized that, compared with the business done by  
22 Defendant Williams and the risks of loss, its capitalization was  
23 illusory and trifling. In addition, many assets of Defendant  
24 ItsLilBrandon were transferred without adequate consideration to  
25 Defendant Williams.
- 26 c. Defendant Williams diverted assets from Defendant ItsLilBrandon to  
27 himself to suit his own convenience in carrying out business matters  
28 which were and should have been the domain of Defendant



1 ItsLilBrandon.

2 d. Defendant ItsLilBrandon is, and at all times herein mentioned was,  
3 controlled, dominated, and operated by Defendant Williams as his  
4 alter ego, in that the activities and business of Defendant  
5 ItsLilBrandon were carried out without annual meetings, and without  
6 keeping records or minutes of any proceedings, or maintaining written  
7 resolutions.

8 19. Adherence to the fiction of the separate existence of Defendant  
9 ItsLilBrandon and Defendant Williams would permit an abuse of the corporate  
10 privilege and would sanction fraud, promote injustice, and otherwise aid in the  
11 commission of unlawful conduct. This is true because, as Plaintiff is informed and  
12 believes, at all relevant times, Defendants were commingling assets in a manner that  
13 allowed Defendants to utilize and freely transfer those assets amongst themselves. The  
14 commingling of assets and unlawful business conduct, as alleged more fully herein,  
15 by Defendants was intended, among other things, to allow Defendant Williams to  
16 avoid liability to Plaintiff and others.

17 **COUNT ONE**

18 **(Copyright Infringement Against All Defendants)**

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

22 21. Plaintiff is the owner of the copyrights to the Broadcast, including all  
23 undercard bouts and the entire television Broadcast. Plaintiff's rights include, but are  
24 not limited to, all moving images and other audio/video content which were  
25 broadcasted via encrypted satellite signal. The Broadcast originated via satellite  
26 uplink and was subsequently retransmitted to cable systems and satellite companies  
27 via satellite signal and/or retransmitted via satellite signal to licensed content  
28 distributors such as Plaintiff's authorized, online platforms.

1           22. As the copyright holder to the rights of the Broadcast, Plaintiff has the  
2 exclusive right to copy, publicly perform and distribute it.

3           23. Defendants, and each of them, failed to obtain the proper authority or  
4 license from Plaintiff to copy, publicly perform or distribute the Broadcast.

5           24. Upon information and belief, Defendants illegally copied, uploaded,  
6 publicly performed and distributed the Broadcast via the internet with full knowledge  
7 that the Broadcast could only be obtained by purchasing a license from Plaintiff.

8           25. Defendants, and each of them, have utilized various torrent and  
9 streaming websites, including the YouTube Channel, to upload, distribute, and  
10 publicly display the Broadcast to the users of such YouTube Channel in direct  
11 violation of the exclusive rights owned by Plaintiff.

12           26. Specifically, upon information and belief, the Defendants, and each of  
13 them, obtained the Broadcast through internet websites, cable and/or satellite Pay-Per-  
14 View purchase intended for private, non-commercial viewing, and subsequently  
15 illegally re-transmitted the Broadcast and publicly exhibited the Broadcast by illegally  
16 copying and uploading the Broadcast to the YouTube Channel for other users to also  
17 illegally view, download, access, share, and distribute.

18           27. Defendants, and each of them, have infringed on Plaintiff's copyright in  
19 the Broadcast by reproducing, adapting distributing, uploading, copying, and publicly  
20 displaying the copyrighted works without Plaintiff's authorization in violation of the  
21 Copyright Act, 17 U.S.C. § 501, and have recouped profits from the YouTube Channel  
22 through users' payments to the Defendants or through advertising revenue generated  
23 through the YouTube Channel.

24           28. Defendants' acts of infringement were willful, in blatant disregard of, and  
25 committed with indifference to Plaintiff's rights.

26           29. By reason of Defendants' conduct as described herein, Defendants, and  
27 each of them, willfully violated 17 U.S.C. § 501.

28



1 not to be received, distributed, reproduced and or publicly exhibited by individuals  
2 unauthorized to do so, Defendants, without authorization from Plaintiff, unlawfully  
3 intercepted, received and/or de-scrambled Plaintiff's satellite signal for purposes of  
4 direct commercial advantage and subsequently divulged the Broadcast to the public  
5 by copying and distributing said Broadcast to the users of the YouTube Channel in  
6 exchange for payments to aid, encourage, support, or otherwise endorse Defendants'  
7 infringing conduct.

8 37. Upon information and belief, Plaintiff alleges that Defendants effected  
9 unauthorized interception and receipt of Plaintiff's Broadcast via Defendants' satellite  
10 TV service by ordering programming for residential use and subsequently copying,  
11 uploading, distributing and publicly displaying the Broadcast without authorization,  
12 or by such other means which are unknown to Plaintiff and known only to Defendants.

13 38. 47 U.S.C. § 605(a) prohibits the unauthorized reception and publication  
14 or use of communications such as the Broadcast for which Plaintiff had the distribution  
15 rights thereto.

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

18 40. As a proximate result of Defendants' willful violations of 47 U.S.C. §  
19 605(a), Plaintiff is entitled to damages, in the discretion of this Court, under 47 U.S.C.  
20 § 605(a), Plaintiff is entitled to damages, in the discretion of this Court, under 47  
21 U.S.C. § 605(e)(3)(C)(i)(II) and (ii) of up to the maximum amount of \$110,000.00 as  
22 to *each* violation.

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

25 **COUNT THREE**

26 **(Violation of the Federal Communications Act: 47 U.S.C. § 553 Against All**  
27 **Defendants)**

28 42. Plaintiff hereby realleges, and by this reference incorporates herein, each

1 and every allegation of preceding and subsequent paragraphs as though fully set forth  
2 herein.

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

6 44. 47 U.S.C. § 553 prohibits the unauthorized reception of any  
7 communications service offered over a cable system such as the transmission of the  
8 Broadcast for which Plaintiff holds the copyright ownership thereto.

9 45. Upon information and belief, the Defendants knowingly, willfully and  
10 unlawfully accessed, received and subsequently re-transmitted the Broadcast when it  
11 was offered via a cable TV or internet subscription without the authorization from  
12 Plaintiff and without paying Plaintiff the appropriate Pay-Per-View fee.

13 46. By reason of Defendants' conduct as described herein, Defendants, and  
14 each of them, willfully violated 47 U.S.C. § 553.

15 47. As a proximate result of Defendants' willful violations of 47 U.S.C. §  
16 553, Plaintiff is entitled to damages in an amount, in the discretion of this Court, of up  
17 to the maximum amount of \$60,000.00 as to each violation, plus the recovery of full  
18 costs, interest and reasonable attorney's fees, in the discretion of this Court.

19 **COUNT FOUR**

20 **(Conversion Against All Defendants)**

21 48. 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 49. Plaintiff, at all relevant times, owned, possessed, and had the right to  
25 possess the copyrights to the Broadcast.

26 50. By virtue of Defendants' conduct as set forth herein, Defendants, and  
27 each of them, knowingly and intentionally substantially interfered with Plaintiff's  
28 property by unlawfully converting it for their own commercial use, benefit, and private

1 financial gain.

2 51. Defendants' acts of conversion were done without Plaintiff's consent and  
3 with the objective of depriving Plaintiff of its copyright ownership for Defendants'  
4 direct commercial benefit, advantage and private financial gain.

5 52. As a proximate result of Defendants' wrongful conversion of the  
6 Broadcast, Plaintiff suffered damages in an amount subject to proof at trial.

7 **COUNT FIVE**

8 **(Violation of the Computer Fraud and Abuse Act: 18 U.S.C. § 1030 Against All**  
9 **Defendants)**

10 53. 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 54. Upon information and belief, Defendants, and each of them, without  
14 authorization or by exceeding the scope of granted authorization, accessed a protected  
15 computer containing Plaintiff's live internet streams of the Broadcast, and knowingly  
16 and with the intent to defraud, unlawfully copied, distributed, and publicly displayed  
17 the Broadcast.

18 55. Upon information and belief, as a proximate result of Defendants'  
19 unlawful and fraudulent conduct as set forth herein, Defendants, and each of them,  
20 obtained the valuable copyrighted Broadcast and subsequently uploading, distributing,  
21 and publicly displaying the Broadcast using the YouTube Channel.

22 **COUNT SIX**

23 **(Vicarious Copyright Infringement Against All Defendants)**

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

27 57. Plaintiff is the owner of the copyrights to the Broadcast, including all  
28 undercard bouts and the entire television Broadcast. Plaintiff's rights include, but are

1 not limited to, all moving images and other audio/video content which were  
2 broadcasted via encrypted satellite signal. The Broadcast originated via satellite  
3 uplink and was subsequently retransmitted to cable systems and satellite companies  
4 via satellite signal and/or retransmitted via satellite signal to licensed content  
5 distributors such as Plaintiff's authorized, online platforms.

6 58. Upon information and belief, Defendants, and each of them, directly  
7 infringed on Plaintiff's Broadcast by illegally uploading the Broadcast and/or portions  
8 thereof via the internet on the YouTube Channel in direct violation of Plaintiff's  
9 exclusive copyright.

10 59. Upon information and belief, Defendants encouraged online users to  
11 copy, share, download, distribute, and share content, including the Broadcast, on the  
12 YouTube Channel, and defendants facilitated, participated in and induced users to  
13 engage in the unauthorized reproduction, adaptation, public display and public  
14 performance of programming containing Plaintiff's copyrighted Broadcast.

15 60. Defendants had the right and ability to control and prevent the users on  
16 the YouTube Channel from directly accessing and infringing on Plaintiff's Broadcast  
17 which was copied, uploaded, and distributed by Defendants, and each of them.

18 61. Defendants derived a financial benefit from such users' activities on the  
19 YouTube Channel by directing such users to external and/or shareable payment links,  
20 such as PayPal links, whereby users could remit direct payments to Defendants in  
21 order to compensate, fund and endorse each respective Defendants' infringement of  
22 Plaintiff's Broadcast.

23 62. By reason of Defendants' conduct as described herein, Defendants, and  
24 each of them, willfully violated 17 U.S.C. § 501.

25 63. Due to Defendants' acts of copyright infringement as alleged herein,  
26 Defendants have obtained direct and indirect profits Defendants would not otherwise  
27 have realized but for Defendants' infringement of the Broadcast. As such, Plaintiff  
28

1 is entitled to disgorgement of Defendant's profits directly and indirectly attributable  
2 to Defendants' infringement of the Broadcast, in an amount to be established at trial.

3 64. Plaintiff is further entitled to its attorney's fees and full costs pursuant to  
4 17 U.S.C. § 505.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of  
7 them, as follows:

8 **AS TO COUNT ONE:**

- 9 1. 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 2. 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; and
- 14 3. That an order be issued requiring Defendants, and each of them, to  
15 account to Plaintiff for profits attributable to their use of Plaintiff's  
16 copyright, in accordance with proof.

17 **AS TO COUNT TWO:**

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

21 **AS TO COUNT THREE:**

- 22 5. For statutory penalties in an amount, in the discretion of this Court, of up  
23 to the maximum amount of \$60,000.00 for each of the Defendants' willful  
24 violations of 47 U.S.C. § 553; and
- 25 6. For Attorney's fees, interest, and costs of suit pursuant to 17 U.S.C. §  
26 505; 47 U.S.C. §§ 605(e)(3)(B)(iii) or 553(c)(2)(c).

27 **AS TO COUNT FOUR:**

- 28 7. For damages within this Court's jurisdiction in an amount according to



1 proof at trial; and

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

4 AS TO COUNT FIVE:

5 9. For damages within this Court's jurisdiction in an amount according to  
6 proof at trial; and

7 10. Injunctive relief enjoining from copying, uploading, distributing, selling,  
8 or otherwise infringing on Plaintiff's copyright in the Broadcast.

9 AS TO COUNT SIX:

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

13 12. That Plaintiff be awarded all profits of Defendants plus all losses of  
14 Plaintiff, the exact sum to be proven at the time of trial; and

15 13. 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 14. For pre-judgment and post-judgment interest on all damages awarded;

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

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

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Dated: May 27, 2021

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