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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 8100462 CANADA INC. DBA
 MEDIAHUB AKA PERFORMANCE
 18 MARKETERS, a Canadian corporation;
 19 8099316 CANADA INC., a Canadian
 corporation; DIGLO INC., a Canadian
 20 corporation; NICOLAS KLIVOKIOTIS,
 an individual; and DOES 1 through 10,
 21 inclusive,
 22

23 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 8100462 Canada Inc.
3 dba MediaHub aka Performance Marketers, a Canadian corporation (“MediaHub”),
4 8099316 Canada Inc., a Canadian corporation (“8099316”), Diglo Inc., a Canadian
5 corporation (“Diglo”), Nicolas Klivokiotis, an individual (“Klivokiotis”), and Does 1
6 through 10, inclusive (collectively, the “Defendants”), and alleges as follows:

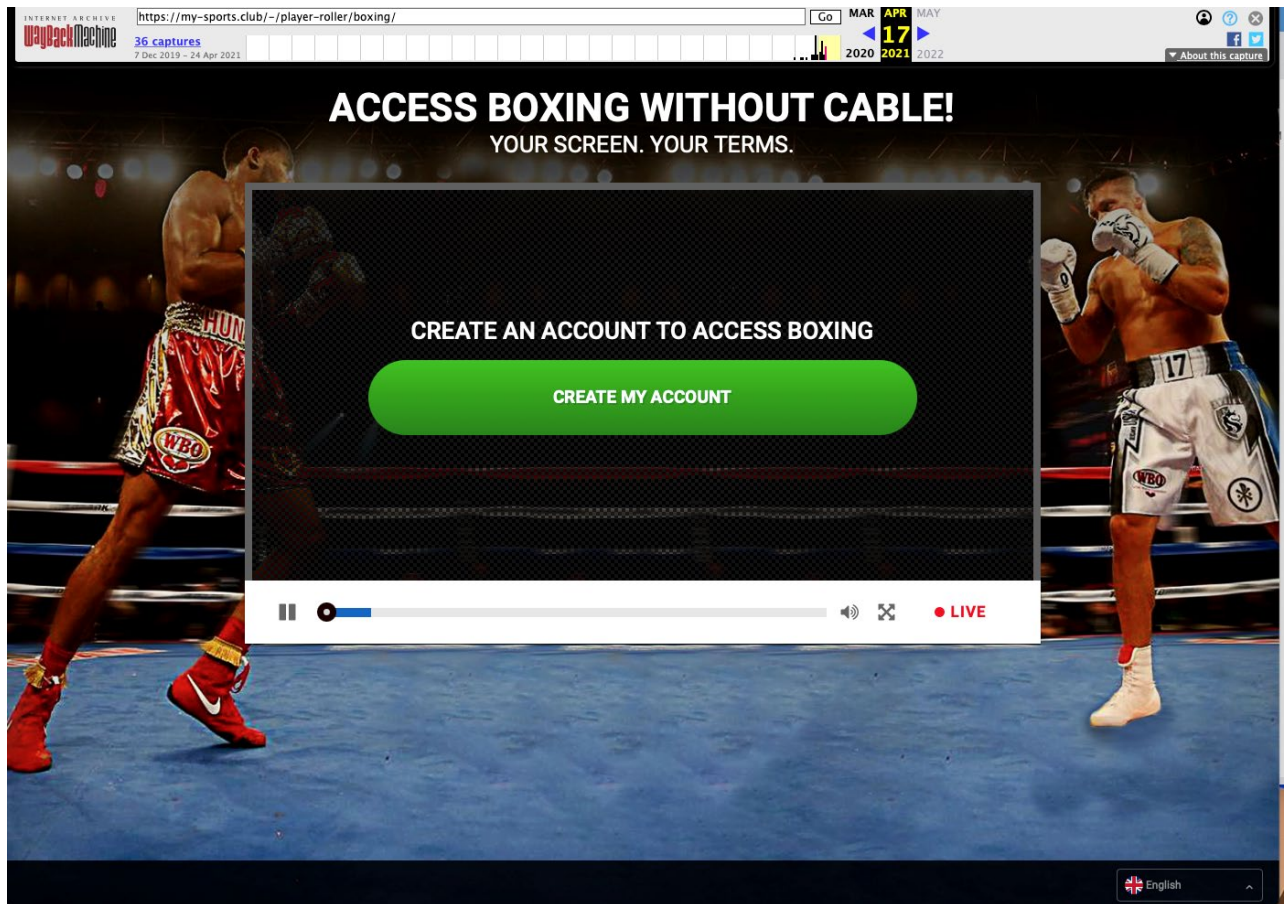
7 **NATURE OF THIS ACTION**

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

18 2. Defendants, and each of them, own and operate various torrent and
19 streaming websites including, but not limited to, <https://sports-today.club> and
20 <https://my-sports.club> (the “Websites”). Upon information and belief, Defendants,
21 and each of them, acted knowingly, willfully, unlawfully and with blatant disregard to
22 Plaintiff’s copyright in the Broadcast by using various torrent and streaming websites,
23 including the Websites, to unlawfully upload, distribute, and publicly display, without
24 authorization, the Broadcast to the users of the Websites.

25 3. For example, as shown in the below screenshot, on or about April 17,
26 2021, Defendants created and published on the Websites a post titled “ACCESS
27 BOXING WITHOUT CABLE! YOUR SCREEN. YOUR TERMS.” The
28 aforementioned post also contained a clickable link to permit users of the Websites to

1 unlawfully view the Broadcast. Defendants did not have authorization to upload,
2 distribute, or publicly display the Broadcast to the users of the Websites.



JURISDICTION AND VENUE

19 4. This Court has subject matter jurisdiction pursuant to 17 U.S.C. § 101, *et*
20 *seq.* and 28 U.S.C. § 1331, which states that district courts shall have original
21 jurisdiction over all civil actions arising under the Constitution, laws, or treaties of the
22 United States. This Court also has subject matter jurisdiction pursuant to 28 U.S.C. §
23 1338(a), which states that district courts shall have original jurisdiction of any civil
24 action relating to, among other things, copyrights.

25 5. This Court has specific personal jurisdiction over Defendants as a result
26 of Defendants' contacts with this District.

27 6. Venue is proper in this District pursuant to 28 U.S.C § 1391(b)(2) because
28 a substantial part of the events or omissions giving rise to the claims occurred in this

1 district.

2 **PARTIES**

3 7. Plaintiff is a corporation incorporated under the laws of Delaware and
4 having its principal place of business in the State of California.

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

11 9. Plaintiff owns the copyrights to the Broadcast. As the exclusive owner
12 of the Copyright in its programing, including but not limited to the Broadcast, Plaintiff
13 possesses the exclusive rights to, *inter alia*, exhibit, distribute, disseminate and
14 perform the Broadcast publicly.

15 10. Upon information and belief, Defendant MediaHub is a Canadian
16 corporation with its principal place of business at 1350 rue Mazurette, Ste. 318,
17 Montreal, Quebec, H4N1H2 Canada. Upon information and belief, Defendant
18 MediaHub owns, operates, or otherwise controls the Websites for the purpose of
19 permitting, encouraging, facilitating, and inducing the sharing of videos and live
20 programing of audiovisual materials between users of the Websites. Those materials
21 include programming owned and/or controlled by Plaintiff, including the Broadcast,
22 which was unlawfully offered by Defendant MediaHub via the Websites.

23 11. Upon information and belief, Defendant 8099316 is a Canadian
24 corporation with its principal place of business at 7405 TransCanada, Suite 100, Saint-
25 Laurent, Quebec, H4T1Z2, Canada. Upon information and belief, Defendant 8099316
26 owns, operates, or otherwise controls the Websites for the purpose of permitting,
27 encouraging, facilitating, and inducing the sharing of videos and live programing of
28 audiovisual materials between users of the Websites. Those materials include

1 programming owned and/or controlled by Plaintiff, including the Broadcast, which
2 was unlawfully offered by Defendant 8099316 via the Websites.

3 12. Upon information and belief, Defendant Diglo was a Canadian
4 corporation with its principal place of business at 1111 Dr. Frederik Phillips, Ste. 400,
5 Montreal, Quebec, H4M2X6 Canada. Upon information and belief, Defendant Diglo
6 was dissolved in or about 2015. Upon information and belief, Defendant Diglo owned,
7 operated, or otherwise controlled the Websites for the purpose of permitting,
8 encouraging, facilitating, and inducing the sharing of videos and live programming of
9 audiovisual materials between users of the Websites. Those materials included
10 programming owned and/or controlled by Plaintiff, including the Broadcast, which
11 was unlawfully offered by Defendant Diglo via the Websites.

12 13. Upon information and belief, Defendant Klivokiotis is an individual who
13 serves as the Director, President, Secretary, and Treasurer of Defendant MediaHub
14 and the Director of Defendant 8099316, and served as the Director of Defendant Diglo.
15 Upon information and belief, Defendant Klivokiotis owns, operates, or otherwise
16 controls the Websites for the purpose of permitting, encouraging, facilitating, and
17 inducing the sharing of videos and live programming of audiovisual materials between
18 users of the Websites. Those materials included programming owned and/or
19 controlled by Plaintiff, including the Broadcast, which was unlawfully offered by
20 Defendant Klivokiotis via the Websites.

21 14. Plaintiff is informed and believes, and thereon alleges, that the actions
22 and omissions that serve as the basis for this complaint were undertaken jointly and
23 with the consent, conspiracy, cooperation, and joint participation of all Defendants.

24 15. Plaintiff is informed and believes, and thereon alleges, that at all times
25 mentioned herein, each Defendant was the agent, joint venture, and/or employee of
26 each and every other Defendant, and in doing the things alleged in this complaint, each
27 Defendant was acting within the course and scope of such agency, joint venture, and/or
28 employment and with the permission and consent of each of the other Defendants.

1 16. The true names and capacities, whether individual, corporate, associate,
2 or otherwise, of Defendants named herein as Does 1 through 10, inclusive, and each
3 of them, are unknown to Plaintiff at this time. Plaintiff therefore sues said Defendants,
4 and each of them, by such fictitious names. Plaintiff will advise the Court and seek
5 leave to amend this Complaint when the true names and capacities of each such
6 Defendant has been ascertained. Plaintiff is informed and believes, and based thereon
7 alleges, that each such Defendant designated as a Doe Defendant is responsible in
8 some manner for the events and happenings referred to herein or as hereinafter
9 specifically alleged.

10 **ALTER EGO ALLEGATIONS**

11 17. Upon information and belief, at all relevant times, there existed a unity of
12 interest between Defendants such that any individuality or separateness between them
13 has ceased. Defendants MediaHub, 8099316, and Diglo are the alter egos of
14 Defendant Klivokiotis in that:

- 15 a. Defendants MediaHub, 8099316, and Diglo are, and at all relevant
16 times were, mere shells, instrumentalities, and conduits through which
17 Defendant Klivokiotis carried on business in the name of Defendants
18 MediaHub, 8099316, and Diglo, while exercising complete control
19 and dominance over Defendants MediaHub, 8099316, and Diglo, their
20 business and assets, to such an extent that any individuality or
21 separateness between Defendants MediaHub, 8099316, and Diglo, on
22 the one hand, and Defendant Klivokiotis, on the other, did not exist.
- 23 b. Defendants MediaHub, 8099316, and Diglo were conceived,
24 intended, and used by Defendant Klivokiotis as a device to avoid
25 liability and for the purpose of substituting an undercapitalized
26 entity—namely, Defendants MediaHub, 8099316, and Diglo—in the
27 place of Defendant Klivokiotis. Defendants MediaHub, 8099316, and
28 Diglo are, and at all times herein mentioned were, so inadequately

1 capitalized that, compared with the business done by Defendant
2 Klivokiotis and the risks of loss, their capitalization was illusory and
3 trifling. In addition, many assets of Defendants MediaHub, 8099316,
4 and Diglo were transferred without adequate consideration to
5 Defendant Klivokiotis.

6 c. Defendant Klivokiotis diverted assets from Defendants MediaHub,
7 8099316, and Diglo to himself to suit his own convenience in carrying
8 out business matters which were and should have been the domain of
9 Defendants MediaHub, 8099316, and Diglo.

10 d. Defendants MediaHub, 8099316, and Diglo are, and at all times herein
11 mentioned were, controlled, dominated, and operated by Defendant
12 Klivokiotis as his alter ego, in that the activities and business of
13 Defendants MediaHub, 8099316, and Diglo were carried out without
14 annual meetings, and without keeping records or minutes of any
15 proceedings, or maintaining written resolutions.

16 18. Adherence to the fiction of the separate existence of Defendants
17 MediaHub, 8099316, and Diglo, on the one hand, and Defendant Klivokiotis, on the
18 other, would permit an abuse of the corporate privilege and would sanction fraud,
19 promote injustice, and otherwise aid in the commission of unlawful conduct. This is
20 true because, as Plaintiff is informed and believes, at all relevant times, Defendants
21 were commingling assets in a manner that allowed Defendants to utilize and freely
22 transfer those assets amongst themselves. The commingling of assets and unlawful
23 business conduct, as alleged more fully herein, by Defendants was intended, among
24 other things, to allow Defendant Klivokiotis to avoid liability to Plaintiff and others.

25 **COUNT ONE**

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

27 19. 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 20. Plaintiff is the owner of the copyrights to the Broadcast, including all
3 undercard bouts and the entire television Broadcast. Plaintiff's rights include, but are
4 not limited to, all moving images and other audio/video content which were
5 broadcasted via encrypted satellite signal. The Broadcast originated via satellite
6 uplink and was subsequently retransmitted to cable systems and satellite companies
7 via satellite signal and/or retransmitted via satellite signal to licensed content
8 distributors such as Plaintiff's authorized, online platforms.

9 21. As the copyright holder to the rights of the Broadcast, Plaintiff has the
10 exclusive right to copy, publicly perform and distribute it.

11 22. Defendants, and each of them, failed to obtain the proper authority or
12 license from Plaintiff to copy, publicly perform or distribute the Broadcast.

13 23. Upon information and belief, Defendants illegally copied, uploaded,
14 publicly performed and distributed the Broadcast via the internet with full knowledge
15 that the Broadcast could only be obtained by purchasing a license from Plaintiff.

16 24. Defendants, and each of them, have utilized various torrent and streaming
17 websites, including the Websites, to upload, distribute, and publicly display the
18 Broadcast to the users of such website in direct violation of the exclusive rights owned
19 by Plaintiff.

20 25. Specifically, upon information and belief, the Defendants, and each of
21 them, obtained the Broadcast through internet websites, cable and/or satellite Pay-Per-
22 View purchase intended for private, non-commercial viewing, and subsequently
23 illegally re-transmitted the Broadcast and publicly exhibited the Broadcast by illegally
24 copying and uploading the Broadcast to the Websites for other users to also illegally
25 view, download, access, share, and distribute.

26 26. Defendants, and each of them, have infringed on Plaintiff's copyright in
27 the Broadcast by reproducing, adapting distributing, uploading, copying, and publicly
28 displaying the copyrighted works without Plaintiff's authorization in violation of the

1 Copyright Act, 17 U.S.C. § 501, and have recouped profits from the Websites through
2 users' payments to the Defendants or through advertising revenue generated through
3 the websites.

4 27. Defendants' acts of infringement were willful, in blatant disregard of, and
5 committed with indifference to Plaintiff's rights.

6 28. By reason of Defendants' conduct as described herein, Defendants, and
7 each of them, willfully violated 17 U.S.C. § 501.

8 29. Due to Defendants' acts of copyright infringement as alleged herein,
9 Defendants have obtained direct and indirect profits Defendants would not otherwise
10 have realized but for Defendants' infringement of the Broadcast. As such, Plaintiff is
11 entitled to disgorgement of Defendants' profits directly and indirectly attributable to
12 Defendants' infringement of the Broadcast, in an amount to be established at trial.

13 30. Plaintiff is further entitled to its attorney's fees and full costs pursuant to
14 17 U.S.C. § 505.

15 **COUNT TWO**

16 **(Violation of the Federal Communications Act: 47 U.S.C. § 605 Against All**
17 **Defendants)**

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

21 32. Plaintiff is the owner of the Broadcast, including all undercard matches
22 and the entire television broadcast, aired via closed circuit television and via encrypted
23 satellite signal.

24 33. The Broadcast was available for non-commercial, private viewing
25 through Plaintiff, its authorized online vendors, as well as through Pay-Per-View
26 purchase through authorized satellite TV providers. Defendants, in a calculated effort
27 to use Plaintiff's Broadcast for their own commercial benefit, obtained access to
28 Plaintiff's Broadcast by purchasing the programming and subsequently copying the

1 Broadcast and uploading it to torrent and streaming websites, including the Websites.

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

6 35. Upon information and belief, with full knowledge that the Broadcast was
7 not to be received, distributed, reproduced and or publicly exhibited by individuals
8 unauthorized to do so, Defendants, without authorization from Plaintiff, unlawfully
9 intercepted, received and/or de-scrambled Plaintiff’s satellite signal for purposes of
10 direct commercial advantage and subsequently divulged the Broadcast to the public
11 by copying and distributing said Broadcast to the users of the Websites in exchange
12 for payments to aid, encourage, support, or otherwise endorse Defendants’ infringing
13 conduct.

14 36. Upon information and belief, Plaintiff alleges that Defendants effected
15 unauthorized interception and receipt of Plaintiff’s Broadcast via Defendants’ satellite
16 TV service by ordering programming for residential use and subsequently copying,
17 uploading, distributing and publicly displaying the Broadcast without authorization,
18 or by such other means which are unknown to Plaintiff and known only to Defendants.

19 37. 47 U.S.C. § 605(a) prohibits the unauthorized reception and publication
20 or use of communications such as the Broadcast for which Plaintiff had the distribution
21 rights thereto.

22 38. By reason of Defendants’ conduct as described herein, Defendants, and
23 each of them, willfully violated 47 U.S.C. § 605(a)

24 39. As a proximate result of Defendants’ willful violations of 47 U.S.C. §
25 605(a), Plaintiff is entitled to damages, in the discretion of this Court, under 47 U.S.C.
26 § 605(a), Plaintiff is entitled to damages, in the discretion of this Court, under 47
27 U.S.C. § 605(e)(3)(C)(i)(II) and (ii) of up to the maximum amount of \$110,000.00 as
28 to *each* violation.

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

3 **COUNT THREE**

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

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

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

12 43. 47 U.S.C. § 553 prohibits the unauthorized reception of any
13 communications service offered over a cable system such as the transmission of the
14 Broadcast for which Plaintiff holds the copyright ownership thereto.

15 44. Upon information and belief, the Defendants knowingly, willfully and
16 unlawfully accessed, received and subsequently re-transmitted the Broadcast when it
17 was offered via a cable TV or internet subscription without the authorization from
18 Plaintiff and without paying Plaintiff the appropriate Pay-Per-View fee.

19 45. By reason of Defendants' conduct as described herein, Defendants, and
20 each of them, willfully violated 47 U.S.C. § 553.

21 46. As a proximate result of Defendants' willful violations of 47 U.S.C. §
22 553, Plaintiff is entitled to damages in an amount, in the discretion of this Court, of up
23 to the maximum amount of \$60,000.00 as to each violation, plus the recovery of full
24 costs, interest and reasonable attorney's fees, in the discretion of this Court.

25 **COUNT FOUR**

26 **(Conversion Against All Defendants)**

27 47. 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 48. Plaintiff, at all relevant times, owned, possessed, and had the right to
3 possess the copyrights to the Broadcast.

4 49. By virtue of Defendants' conduct as set forth herein, Defendants, and
5 each of them, knowingly and intentionally substantially interfered with Plaintiff's
6 property by unlawfully converting it for their own commercial use, benefit, and private
7 financial gain.

8 50. Defendants' acts of conversion were done without Plaintiff's consent and
9 with the objective of depriving Plaintiff of its copyright ownership for Defendants'
10 direct commercial benefit, advantage and private financial gain.

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

13 **COUNT FIVE**

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

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

19 53. Upon information and belief, Defendants, and each of them, without
20 authorization or by exceeding the scope of granted authorization, accessed a protected
21 computer containing Plaintiff's live internet streams of the Broadcast, and knowingly
22 and with the intent to defraud, unlawfully copied, distributed, and publicly displayed
23 the Broadcast.

24 54. Upon information and belief, as a proximate result of Defendants'
25 unlawful and fraudulent conduct as set forth herein, Defendants, and each of them,
26 obtained the valuable copyrighted Broadcast and subsequently uploading, distributing,
27 and publicly displaying the Broadcast using the Websites.

28 **COUNT SIX**

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

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

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

12 57. Upon information and belief, Defendants, and each of them, directly
13 infringed on Plaintiff's Broadcast by illegally uploading the Broadcast and/or portions
14 thereof via the internet on the websites, such as the Websites, in direct violation of
15 Plaintiff's exclusive copyright.

16 58. Upon information and belief, Defendants encouraged online users to
17 copy, share, download, distribute, and share content, including the Broadcast, on the
18 Websites, and defendants facilitated, participated in and induced users to engage in the
19 unauthorized reproduction, adaptation, public display and public performance of
20 programming containing Plaintiff's copyrighted Broadcast.

21 59. Defendants had the right and ability to control and prevent the users on
22 the Websites from directly accessing and infringing on Plaintiff's Broadcast which
23 was copied, uploaded, and distributed by Defendants, and each of them.

24 60. Defendants derived a financial benefit from such users' activities on the
25 Websites by directing such users to external and/or shareable payment links, such as
26 PayPal links, whereby users could remit direct payments to Defendants in order to
27 compensate, fund and endorse each respective Defendants' infringement of Plaintiff's
28 Broadcast.

1 61. By reason of Defendants’ conduct as described herein, Defendants, and
 2 each of them, willfully violated 17 U.S.C. § 501.

3 62. Due to Defendants’ acts of copyright infringement as alleged herein,
 4 Defendants have obtained direct and indirect profits Defendants would not otherwise
 5 have realized but for Defendants’ infringement of the Broadcast. As such, Plaintiff is
 6 entitled to disgorgement of Defendants’ profits directly and indirectly attributable to
 7 Defendants’ infringement of the Broadcast, in an amount to be established at trial.

8 63. Plaintiff is further entitled to its attorney’s fees and full costs pursuant to
 9 17 U.S.C. § 505.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of
 12 them, as follows:

13 AS TO COUNT ONE:

- 14 1. That Defendants, Defendants’ employees, representatives, and agents be
 15 enjoined from copying, uploading, distributing, selling, or otherwise
 16 infringing on Plaintiff’s copyright in the Broadcast;
- 17 2. That Plaintiff be awarded all profits of Defendants plus all losses of
 18 Plaintiff, the exact sum to be proven at the time of trial; and
- 19 3. That an order be issued requiring Defendants, and each of them, to
 20 account to Plaintiff for profits attributable to their use of Plaintiff’s
 21 copyright, in accordance with proof.

22 AS TO COUNT TWO:

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

26 AS TO COUNT THREE:

- 27 5. For statutory penalties in an amount, in the discretion of this Court, of up
 28 to the maximum amount of \$60,000.00 for each of the Defendants’ willful

1 violations of 47 U.S.C. § 553; and

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

4 AS TO COUNT FOUR:

- 5 7. For damages within this Court’s jurisdiction in an amount according to
6 proof at trial; and
7 8. For punitive damages in an amount appropriate to punish Defendants and
8 deter others from engaging in similar misconduct.

9 AS TO COUNT FIVE:

- 10 9. For damages within this Court’s jurisdiction in an amount according to
11 proof at trial; and
12 10. Injunctive relief enjoining from copying, uploading, distributing, selling,
13 or otherwise infringing on Plaintiff’s copyright in the Broadcast.

14 AS TO COUNT SIX:

- 15 11. That Defendants, Defendants’ employees, representatives, and agents be
16 enjoined from copying, uploading, distributing, selling, or otherwise
17 infringing on Plaintiff’s copyright in the Broadcast;
18 12. That Plaintiff be awarded all profits of Defendants plus all losses of
19 Plaintiff, the exact sum to be proven at the time of trial; and
20 13. That an order be issued requiring Defendants, and each of them, to
21 account to Plaintiff for profits attributable to their use of Plaintiff’s
22 copyright, in accordance with proof.

23 AS TO ALL COUNTS:

- 24 14. For pre-judgment and post-judgment interest on all damages awarded;
25 15. For attorneys’ fees and costs of suit incurred herein according to proof;
26 and
27 16. For such other and further relief as the Court may deem just and proper.
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Dated: May 27, 2021

NOVIAN & NOVIAN, LLP
Attorneys at Law

By: /s/ Farhad Novian
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*Attorneys for Plaintiff TRILLER FIGHT
CLUB II LLC*