

1 FARHAD NOVIAN (SBN 118129)
 farhad@novianlaw.com
 2 MICHAEL O’BRIEN (SBN 277244)
 michaelo@novianlaw.com
 3 ALEXANDER BRENDON GURA (SBN 305096)
 4 gura@novianlaw.com
 5 **NOVIAN & NOVIAN, LLP**
 1801 Century Park East, Suite 1201
 6 Los Angeles, California 90067
 7 Telephone: (310) 553-1222
 Facsimile: (310) 553-0222
 8

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 MATTHEW P. SPACE, an individual;
 ECLIPT GAMING, an unknown business
 18 entity; and DOES 1 through 10, inclusive,

19 Defendants.
 20
 21

CASE NO.: 2:21-cv-4603

COMPLAINT FOR:

1. **COPYRIGHT INFRINGEMENT**
2. **VIOLATION OF THE FEDERAL COMMUNICATIONS ACT, 47 U.S.C. § 605**
3. **VICARIOUS COPYRIGHT INFRINGEMENT**

JURY TRIAL DEMANDED

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

5 **NATURE OF THIS ACTION**

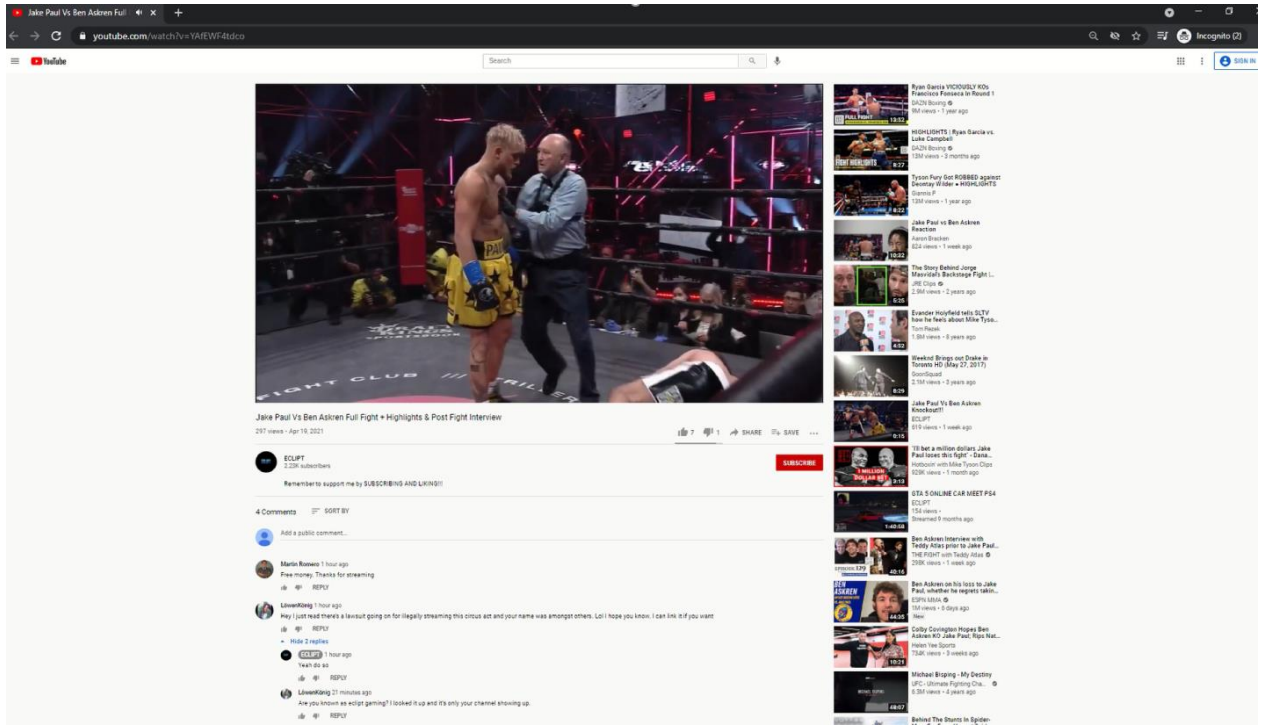
6 1. Plaintiff is the copyright owner and publisher of the Triller Fight Club broadcast of
7 the “Jake Paul vs. Ben Askren” boxing event, including all undercard bouts and the entire television
8 broadcast, exhibited via closed circuit television and via encrypted satellite signal (hereinafter
9 referred to as the “Broadcast”). Plaintiff’s copyright in the Broadcast bears Registration Number PA
10 2-290-040, became effective on April 30, 2021, and was decided on May 4, 2021.

11 2. The Broadcast was filmed by cameras at the event which were connected to satellite
12 trucks also at the event. The satellite trucks uplinked a satellite transmission which was then
13 downlinked to different networks, such as FITE TV (“FITE”). FITE downlinked the Broadcast from
14 a satellite using equipment and services from PSSI Global Services, LLC (“PSSI”), and made the
15 Broadcast available to paying customers worldwide through its applications and supported devices.
16 Plaintiff institutes this action to obtain remedy for—and to permanently hinder—the blatantly
17 unlawful infringement and rampant theft of its copyrighted work by the Defendants.

18 3. Since on or about March 16, 2018, Defendants, and each of them, have owned and
19 operated the YouTube channel located at [https://www.youtube.com/channel/UCt1CKTX-](https://www.youtube.com/channel/UCt1CKTX-ITRNbJ5U1Su6Qcw)
20 [ITRNbJ5U1Su6Qcw](https://www.youtube.com/channel/UCt1CKTX-ITRNbJ5U1Su6Qcw) (the “YouTube Channel”). As shown in the below screenshot, on or about
21 April 19, 2021, Defendants, and each of them, unlawfully uploaded, distributed and publicly
22 displayed, without authorization, and with no supplemental commentary or other attempt at
23 transformation, the Broadcast to the users of the YouTube Channel, as a video entitled “Jake Paul
24 Vs Ben Askren Full Fight + Highlights & Post Fight Interview,” which was available at
25 <https://youtube.com/watch?v=YAfEWF4tdco>. Plaintiff promptly notified YouTube of the infringing
26 content, and the aforementioned video is no longer available.

27 ///

28 ///



4. Defendants’ calculated and reprehensible infringement, theft, and other unlawful acts—committed in knowing violation of the law—has resulted in damages suffered by Plaintiff by stealing and diverting at least 300 unique viewers of the illegal and unauthorized viewings of the Broadcast from Plaintiff.

JURISDICTION AND VENUE

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

6. This Court has specific personal jurisdiction over Defendants as a result of Defendants’ contacts with this District.

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

PARTIES

8. Plaintiff is a corporation incorporated under the laws of Delaware and having its

1 principal place of business in the State of California.

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

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

10 11. Upon information and belief, Space is an individual residing in Warwick, New York.
11 Upon information and belief, Space owns, operates, or otherwise controls the YouTube Channel for
12 the purpose of permitting, encouraging, facilitating, and inducing the sharing of videos and live
13 programing of audiovisual materials between users of the website. Those materials include
14 programming owned and/or controlled by Plaintiff, including the Broadcast, which was offered by
15 Space through his illegal uploading and distribution of the Broadcast via the YouTube Channel.

16 12. Upon information and belief, Eclipt is a business entity, the exact nature of which is
17 unknown, doing business in the State of California. Upon information and belief, Eclipt owns,
18 operates, or otherwise controls the YouTube Channel for the purpose of permitting, encouraging,
19 facilitating, and inducing the sharing of videos and live programing of audiovisual materials between
20 users of the website. Those materials include programming owned and/or controlled by Plaintiff,
21 including the Broadcast, which was offered by Eclipt through its illegal uploading and distribution
22 of the Broadcast via the YouTube Channel.

23 **ALTER EGO ALLEGATIONS**

24 13. Upon information and belief, at all relevant times, there existed a unity of interest
25 between Defendants such that any individuality or separateness between them has ceased. Defendant
26 Eclipt is the alter ego of Space in that:

- 27 a. Eclipt is, and at all relevant times was, a mere shell, instrumentality, and conduit
28 through which Space carried on business in the name of Eclipt, while exercising

1 complete control and dominance over Eclipt, its business and assets, to such an
2 extent that any individuality or separateness between Eclipt and Space.

3 b. Eclipt was conceived, intended, and used by Space as a device to avoid liability
4 and for the purpose of substituting an undercapitalized entity—namely, Eclipt—
5 in the place of Space. Eclipt is, and at all times herein mentioned was, so
6 inadequately capitalized that, compared with the business done by Space and the
7 risks of loss, its capitalization was illusory and trifling. In addition, many assets
8 of Eclipt were transferred without adequate consideration to Space.

9 c. Space diverted assets from Eclipt to himself to suit his own convenience in
10 carrying out business matters which were and should have been the domain of
11 Eclipt.

12 d. Eclipt is, and at all times herein mentioned was, controlled, dominated, and
13 operated by Space as his alter ego, in that the activities and business of Eclipt were
14 carried out without annual meetings, and without keeping records or minutes of
15 any proceedings, or maintaining written resolutions.

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

23 **COUNT ONE**

24 **(Copyright Infringement)**

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

27 16. Plaintiff is the owner of the copyrights to the Broadcast, including all undercard bouts
28 and the entire television Broadcast. Plaintiff's rights include, but are not limited to, all moving

1 images and other audio/video content which were broadcasted via encrypted satellite signal. The
2 Broadcast originated via satellite uplink and were subsequently retransmitted to cable systems and
3 satellite companies via satellite signal and/or retransmitted via satellite signal to licensed content
4 distributors such as Plaintiff's authorized, online platforms.

5 17. As the copyright holder to the rights of the Broadcast, Plaintiff has the exclusive right
6 to copy, publicly perform and distribute it.

7 18. Defendants failed to obtain the proper authority or license from Plaintiff to copy,
8 publicly perform or distribute the Broadcast.

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

12 20. Defendants utilized the YouTube Channel to upload, distribute, and publicly display
13 the Broadcast to the users of such website in direct violation of the exclusive rights owned by
14 Plaintiff.

15 21. Specifically, upon information and belief, the Defendants obtained the Broadcast
16 through internet websites, cable and/or satellite Pay-Per-View purchase intended for private, non-
17 commercial viewing, and subsequently illegally re-transmitted the Broadcast and publicly exhibited
18 the Broadcast by illegally copying and uploading the Broadcast to the YouTube Channel.

19 22. Defendants have infringed on Plaintiff's copyright in the Broadcast by reproducing,
20 adapting distributing, uploading, copying, and publicly displaying the copyrighted works without
21 Plaintiff's authorization in violation of the Copyright Act, 17 U.S.C. § 501, and have recouped profits
22 from the YouTube Channel through the generation of advertising revenue gained by consumer
23 viewership of the Broadcast.

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

26 24. By reason of Defendants' conduct as described herein, Defendants willfully violated
27 17 U.S.C. § 501.
28

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

6 26. Plaintiff is further entitled to its attorney's fees and full costs pursuant to 17 U.S.C. §
7 505.

8 **COUNT TWO**

9 **(Violation of the Federal Communications Act, 47 U.S.C. § 605)**

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

12 28. Plaintiff is the owner of the Broadcast, including all undercard matches and the entire
13 television broadcast, aired via closed circuit television and via encrypted satellite signal.

14 29. The Broadcast was available for non-commercial, private viewing through Plaintiff,
15 its authorized online vendors, as well as through Pay-Per-View purchase through authorized satellite
16 TV providers. Defendants, in a calculated effort to use Plaintiff's Broadcast for their own commercial
17 benefit, obtained access to Plaintiff's Broadcast and uploaded it to the YouTube Channel.

18 30. In order to purchase and view the Broadcast through a satellite TV provider intended
19 for private, non-commercial viewing, an individual purchaser was subject to the copyright language
20 contained therein which expressly stated that the "unauthorized reproduction or distribution of the
21 copyrighted work is illegal."

22 31. Upon information and belief, with full knowledge that the Broadcast was not to be
23 received, distributed, reproduced and or publicly exhibited by individuals unauthorized to do so,
24 Defendants, without authorization from Plaintiff, unlawfully intercepted, received and/or de-
25 scrambled Plaintiff's satellite signal for purposes of direct commercial advantage and subsequently
26 divulged the Broadcast to the public by copying and distributing said Broadcast to the users of the
27 YouTube Channel in exchange for payments to aid, encourage, support, or otherwise endorse
28 Defendants' infringing conduct.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

U.S.C. § 605(a).

AS TO COUNT THREE:

- 5. That Defendants, Defendants’ employees, representatives, and agents be enjoined from copying, uploading, distributing, selling, or otherwise infringing on Plaintiff’s copyright in the Broadcast;
- 6. That Plaintiff be awarded all profits of Defendants plus all losses of Plaintiff, the exact sum to be proven at the time of trial; and
- 7. That an order be issued requiring Defendants to account to Plaintiff for profits attributable to their use of Plaintiff’s copyright, in accordance with proof.

AS TO ALL COUNTS:

- 8. For pre-judgment and post-judgment interest on all damages awarded;
- 9. For attorneys’ fees and costs of suit incurred herein according to proof; and
- 10. For such other and further relief as the Court may deem just and proper.

Dated: June 3, 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