

1 SCOTT R. COMMERSON (CA Bar No. 227460)
 scottcommerson@dwt.com
 2 SEAN M. SULLIVAN (CA Bar No. 229104)
 seansullivan@dwt.com
 3 KATELYN A. FELICIANO (CA Bar No. 350385)
 katelynfeliciano@dwt.com
 4 DAVIS WRIGHT TREMAINE LLP
 350 South Grand Avenue, 27th Floor
 5 Los Angeles, California 90071
 Telephone: (213) 633-6800
 6 Fax: (213) 633-6899

7 L. DANIELLE TOALTOAN (NY Bar No. 5074315), *pro hac vice forthcoming*
 danielletoaltoan@dwt.com
 8 1251 Avenue of the Americas, 21st Floor
 New York, NY 10020-1104
 9 Telephone: (212) 489-8230
 Fax: (212) 489-8340

10 Attorneys for Plaintiffs

11
12

13 UNITED STATES DISTRICT COURT
 14 CENTRAL DISTRICT OF CALIFORNIA

15

16 AMAZON CONTENT SERVICES LLC;
 17 APPLE VIDEO PROGRAMMING LLC;
 COLUMBIA PICTURES INDUSTRIES,
 18 INC.; DISNEY ENTERPRISES, INC.;
 NETFLIX US, LLC; PARAMOUNT
 19 PICTURES CORPORATION;
 UNIVERSAL CITY STUDIOS
 20 PRODUCTIONS LLLP; UNIVERSAL
 CITY STUDIOS LLC; and WARNER
 21 BROS. ENTERTAINMENT INC.,

Case No.
COMPLAINT
JURY TRIAL DEMANDED

Assigned to the Hon.
 Dept.:
 Action Filed: March 4, 2025

22 Plaintiffs,

23 vs.

24 ZACHARY ADAM-LAYNE DEBARR;
 ILOCKSPORTS LLC; and Does 1-10
 25 d/b/a outerlimitsiptv.com and
 outerlimitshosting.net,

26 Defendants.

27
28

1 Plaintiffs assert the following claims for direct and secondary copyright
2 infringement under the Copyright Act (17 U.S.C. § 101 *et seq.*) against Zachary
3 Adam-Layne DeBarr (“DeBarr”); his company, iLockSports LLC (“iLockSports”);
4 and Does 1-10 (“Does”) responsible for the infringing streaming service Outer
5 Limits IPTV, operating at the domains outerlimitsiptv.com and
6 outerlimitshosting.net (DeBarr, iLockSports, and Does together, “Defendants”),
7 which together cause irreparable harm to Plaintiffs. Plaintiffs allege the facts set
8 forth below on personal knowledge as to themselves and on information and belief
9 as to others.

10 I. INTRODUCTION

11 1. Mass copyright infringement is a worldwide problem that seriously
12 harms Plaintiffs, the U.S. economy, and economies around the globe. Plaintiffs and
13 their affiliates are producers and distributors of filmed entertainment in the
14 theatrical, television, and streaming industries, and they create many of the world’s
15 most popular and critically acclaimed movies and television shows. Beyond their
16 inherent artistic and entertainment value, these copyrighted works contribute
17 substantially to the U.S. economy. The American film and television industry alone
18 supports 2.4 million jobs, pays out \$186 billion in total wages, and comprises more
19 than 122,000 businesses in all 50 states (92% of which are small businesses
20 employing fewer than ten people).¹

21 2. Online piracy services and their operators pose a serious threat to this
22 creative marketplace. In 2023, there were an estimated 185.6 billion visits to film
23
24
25

26 ¹ *The American Motion Picture and Television Industry: Creating Jobs, Trading*
27 *Around the World*, MOTION PICTURE ASSOCIATION (2023), [https://www.motionpictures.org/wp-content/uploads/2023/01/MPA_US_Economic_Contribution_2021_](https://www.motionpictures.org/wp-content/uploads/2023/01/MPA_US_Economic_Contribution_2021_Final.pdf)
28 [Final.pdf](https://www.motionpictures.org/wp-content/uploads/2023/01/MPA_US_Economic_Contribution_2021_Final.pdf).

1 and television piracy sites globally.² A U.S. Chamber of Commerce report estimates
2 that global online theft of copyrighted movies and television shows cost the U.S.
3 economy at least \$29.2 billion in lost revenue each year.³ That same study estimates
4 that mass copyright infringement has reduced industry jobs by between 230,000 and
5 560,000 in just one year.⁴

6 3. The Motion Picture Association (“MPA”) and the Alliance for
7 Creativity and Entertainment (“ACE”) have supported Plaintiffs’ investigation of
8 this action. The MPA is a trade association that serves as a leading global advocate
9 for the film, television, and streaming industries. Drawing on the MPA’s anti-piracy
10 resources, ACE is a global coalition of media and entertainment companies that is
11 committed to protecting creativity and reducing piracy. Together, the MPA and
12 ACE protect creators’ intellectual property rights, including by developing public
13 policy, investigating piracy, managing outreach to mass infringers to cease their
14 illegal operations, and supporting civil enforcement actions against mass infringers
15 if they refuse to cease operations.

16 4. DeBarr is one such mass infringer. Specifically, DeBarr and those
17 acting in concert with him, including Does, operate an extensive and commercially-
18 scaled internet protocol television (“IPTV”) service named Outer Limits IPTV
19 (“Outer Limits” or the “Infringing Service”) that offers unauthorized access to live
20 channels and video-on-demand (“VOD”) streams of Plaintiffs’ copyrighted movies
21 and television shows. DeBarr makes money by selling subscriptions to his

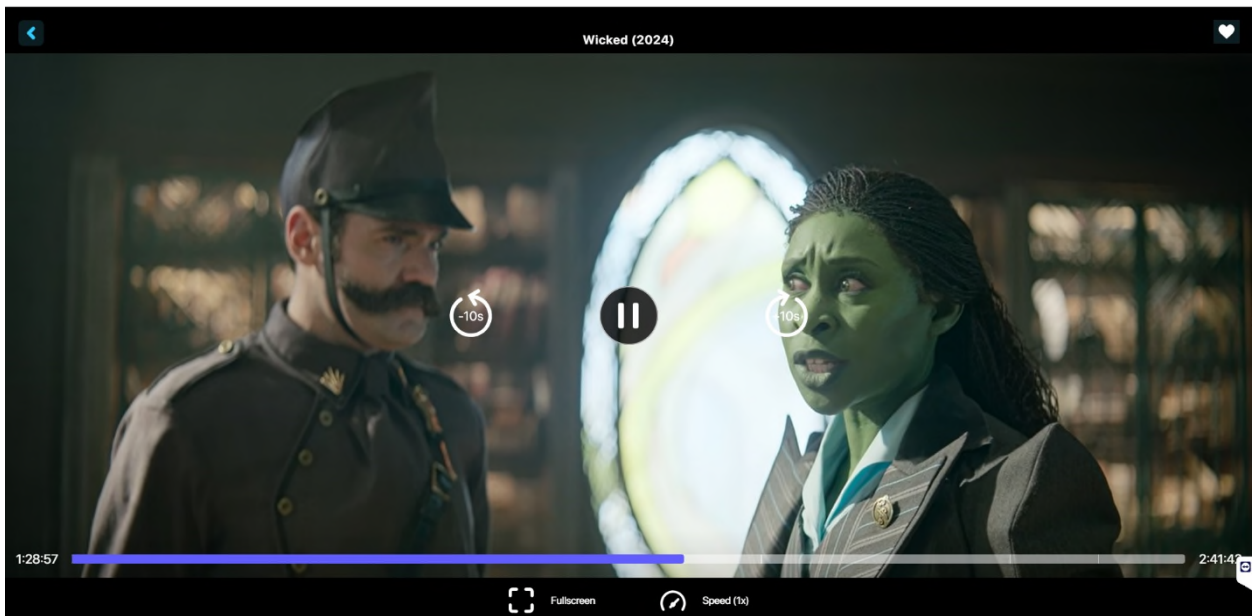
22
23 ² 2023 *Movie & TV Piracy Trends Worldwide*, ALLIANCE FOR CREATIVITY AND
24 ENTERTAINMENT (January 2025), [https://www.alliance4creativity.com/wp-
25 content/uploads/2025/01/WDWK-About-Movie-TV-Global-Piracy-Trends-
26 092724.pdf](https://www.alliance4creativity.com/wp-content/uploads/2025/01/WDWK-About-Movie-TV-Global-Piracy-Trends-092724.pdf)

27 ³ DAVID BLACKBURN ET AL., U.S. CHAMBER OF COMMERCE, *IMPACTS OF DIGITAL
28 VIDEO PIRACY ON THE U.S. ECONOMY* (June 2019),
[https://www.uschamber.com/assets/documents/Digital_Video_Piracy_June_2019.p
df.](https://www.uschamber.com/assets/documents/Digital_Video_Piracy_June_2019.pdf)

⁴ *Id.* at 14.

1 | Infringing Service directly to the public, but he pays nothing to Plaintiffs for the
2 | copyrighted works he exploits.

3 | 5. DeBarr’s mass infringement scheme is willful. DeBarr profits from
4 | unauthorized exploitation of many of Plaintiffs’ most popular movies and television
5 | series, including, for example, Universal City Studios Productions LLLP’s
6 | (“Universal”) popular and recent smash hit, *Wicked*, as seen in the below screenshot
7 | from his service:



9 | *Figure 1: Universal’s Wicked illegally streaming on Outer Limits*

10 |
11 |
12 |
13 |
14 |
15 |
16 |
17 |
18 | 6. DeBarr has an extensive history of illegally profiting from content
19 | theft and has engaged in mass infringement for years. In 2017, he was selling
20 | illegally modified Fire TV Stick devices that were used to access a vast library of
21 | movies and television shows. Two years later, in 2019, he was reselling
22 | subscriptions to two illegal streaming services, Nitro TV⁵ and Glitch TV, which
23 | provided users access to unauthorized content. In or around March 2020, DeBarr
24 | began operating and selling subscriptions to his own illegal streaming service, Outer
25 |

26 |
27 | ⁵ The operators of Nitro TV were held liable for their infringing activities and
28 | ordered to pay Plaintiffs statutory damages of \$51,600,000 plus interest. *See*
Columbia Pictures Indust., Inc., et al. v. Alejandro Galindo, et al., 2:20-cv-03129-
SVW-GJSx (C.D. Cal.), ECF No. 237, Judgment.

1 Limits, through which he profits more directly by selling unauthorized access to
2 popular movies, shows, and television channels.

3 7. DeBarr provides Outer Limits' subscribers with access to a library of
4 more than 13,000 movie titles and over 3,000 television series, as well as over 4,000
5 pirated channels, including international content and live sports events. DeBarr's
6 subscribers pay a subscription fee ranging from \$20 per month to \$200 per year to
7 access this content. This is infringement of Plaintiffs' copyrighted works on a
8 massive scale.

9 8. Because DeBarr has knowingly disregarded the obligation to pay for
10 the content he illegally streams—and therefore does not abide by any restrictions on
11 use or pay any fees—he competes on unfair terms. DeBarr has amassed a
12 significant library of content on his service by disregarding ownership rights or
13 exclusive terms that apply. Because he pays nothing to obtain the content he steals,
14 he charges consumers subscription fees well below what consumers would
15 otherwise pay to access the same content through legitimately licensed distribution
16 platforms. This harms Plaintiffs, their legitimate businesses models, and their
17 legitimate distribution partners.

18 9. DeBarr knows he has no right to do any of this and that his activities
19 amount to copyright infringement and unfair competition. Yet, he continues to
20 operate Outer Limits with willful disregard for the illegality of his actions. Plaintiffs
21 have tried since as far back as 2020 to get DeBarr to stop infringing without the
22 need for court intervention. While Plaintiffs were attempting to engage with
23 DeBarr, Outer Limits temporarily went offline. Outer Limits later resumed service
24 despite Plaintiffs' clear notice to DeBarr. Earlier this year, in May 2024, Plaintiffs
25 again tried to resolve this matter with DeBarr directly to avoid further escalation.
26 Plaintiffs made numerous attempts to contact DeBarr in person, over the phone, by
27 email, and through mail delivery. DeBarr has not responded to any of Plaintiffs'
28 communications, thus forcing Plaintiffs to file this lawsuit so they can protect their

1 | rights and prevent DeBarr’s ongoing infringement.

2 | 10. DeBarr and the Does’ ongoing infringement diverts customers and
3 | revenue from Plaintiffs, and usurps Plaintiffs’ right to control their copyrighted
4 | works and right to determine the terms on which those works are provided to
5 | consumers. Without intervention, these harms will only grow as DeBarr and those
6 | in concert with him, including Does, expand both their customer bases and their
7 | illegal content offerings.

8 | **II. PLAINTIFFS**

9 | 11. Plaintiff Amazon Content Services LLC (“Amazon”) is a corporation
10 | duly organized under the laws of the State of Delaware with its principal place of
11 | business in Seattle, Washington. Amazon owns or controls the copyrights or
12 | exclusive rights in the content that it or its affiliates produce or distribute.

13 | 12. Plaintiff Apple Video Programming LLC (“Apple”) is a corporation
14 | duly incorporated under the laws of the State of Delaware with its principal place of
15 | business in Culver City, California. Apple owns or controls the copyrights or
16 | exclusive rights in the content that it or its affiliates produce or distribute.

17 | 13. Plaintiff Columbia Pictures Industries, Inc. (“Columbia”) is a
18 | corporation duly incorporated under the laws of the State of Delaware with its
19 | principal place of business in Culver City, California. Columbia owns or controls
20 | copyrights or exclusive rights in content that it or its affiliates produce or distribute.

21 | 14. Plaintiff Disney Enterprises, Inc. (“Disney”) is a corporation duly
22 | incorporated under the laws of the State of Delaware with its principal place of
23 | business in Burbank, California. Disney owns or controls copyrights or exclusive
24 | rights in content that it or its affiliates produce or distribute.

25 | 15. Plaintiff Netflix US, LLC (“Netflix”) is a corporation duly
26 | incorporated under the laws Delaware with its principal place of business in Los
27 | Angeles, California. Netflix owns and controls copyrights or exclusive rights in
28 | content that it or its affiliates produce or distribute.

1 16. Plaintiff Paramount Pictures Corporation (“Paramount”) is a
2 corporation duly incorporated under the laws of the State of Delaware with its
3 principal place of business in Los Angeles, California. Paramount owns or controls
4 copyrights or exclusive rights in content that it or its affiliates produce or distribute.

5 17. Plaintiff Universal is a limited liability limited partnership duly
6 organized under the laws of the State of Delaware with its principal place of
7 business in Universal City, California. Universal owns or controls copyrights or
8 exclusive rights in content that it or its affiliates produce or distribute.

9 18. Plaintiff Universal City Studios LLC (formerly known as Universal
10 City Studios LLLP and Universal City Studios, Inc.) (“UCS”) is a limited liability
11 company duly organized under the laws of the State of Delaware with its principal
12 place of business in Universal City, California. UCS owns or controls copyrights or
13 exclusive rights in content that it or its affiliates produce or distribute.

14 19. Plaintiff Warner Bros. Entertainment, Inc. (“Warner Bros.”) is a
15 corporation duly incorporated under the laws of the State of Delaware with its
16 principal place of business in Burbank, California. Warner Bros. owns or controls
17 copyrights or exclusive rights in content that it or its affiliates produce or distribute.

18 **III. THE COPYRIGHTED WORKS**

19 20. Exhibit A to this Complaint contains a representative list of
20 Plaintiffs’ feature-length motion pictures and television shows, along with their
21 registration numbers, the registered copyright owner(s), and the date of registration,
22 that DeBarr has infringed (the “Copyrighted Works”).⁶ Plaintiffs have timely
23 obtained Certificates of Copyright Registration for their Copyrighted Works.

24 **IV. DEFENDANTS**

25 21. Defendant Zachary Adam-Layne DeBarr is an individual residing in
26

27 ⁶ The Copyrighted Works include but are not limited to the representative list of
28 infringed works set forth in Exhibit A. Plaintiffs will supplement this list as
appropriate such as, for example, to calculate damages.

1 Murrieta, California. The available evidence shows that DeBarr previously or
2 currently owns and operates an online infringing service branded as Outer Limits.
3 DeBarr uses the following two primary domains to offer Outer Limits:
4 outerlimitshosting.net and outerlimitsiptv.com (together, the “Infringing Domains”).
5 Outer Limits provides access to hundreds of live channels, as well as more than a
6 thousand movie titles and television episodes.

7 22. iLockSports LLC is a California limited liability company with its
8 principal place of business at 41949 Zafra Street, Murrieta, California 92562. On
9 information and belief, iLockSports is an alter ego of DeBarr because, among other
10 things, DeBarr uses the company to accept payments for Outer Limits; iLockSports
11 does not respect corporate formalities, resulting in the California Secretary of State
12 issuing penalty and delinquency notices to iLockSports for failure to file a
13 Statement of Information; and the registered address for iLockSports is also
14 DeBarr’s home address.

15 23. On information and belief, Does 1-10 are individuals or entities
16 responsible for, or doing business as, the Infringing Domains and working in active
17 concert with each other and DeBarr to knowingly and willfully offer for sale the
18 Infringing Service through the Infringing Domains and selling the Infringing
19 Service to residents in the United States, including in this District.

20 **V. JURISDICTION & VENUE**

21 24. This Court has original subject matter jurisdiction over Plaintiffs’
22 federal copyright claims pursuant to 28 U.S.C. §§ 1331, 1338(a), and 17 U.S.C.
23 § 501(b).

24 25. DeBarr is subject to personal jurisdiction because he resides in
25 Murrieta, California, and he directs his infringement of Plaintiffs’ Copyrighted
26 Works from this jurisdiction.

27 26. iLockSports is subject to personal jurisdiction because it is
28 incorporated in and has its principal place of business in Murrieta, California. On

1 information and belief, iLockSports is owned and controlled by DeBarr.

2 27. Defendants are also subject to personal jurisdiction because
3 Defendants know that their unauthorized exploitation of the Copyrighted Works
4 harms Plaintiffs in California, they are entering into contracts with California
5 residents, they are directing the infringing activity from this jurisdiction, and they
6 are directing the illegal revenues obtained from operation of the Infringing Service
7 to this jurisdiction.

8 28. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b),
9 1400(a).

10 **VI. FACTUAL BACKGROUND**

11 **A. Plaintiffs and Their Copyrighted Works**

12 29. Plaintiffs and/or their affiliates produce and distribute a significant
13 portion of the world's most sought-after, critically acclaimed, and award-winning
14 movies and television programs. Plaintiffs' ability to invest in and create new
15 works, as well as to develop innovative ways to deliver content to consumers,
16 depends upon the protection and enforcement of their rights under copyright law.

17 30. Plaintiffs own or hold the exclusive U.S. rights to, among other
18 things, reproduce, distribute, and publicly perform (including by means of
19 streaming those works over the internet) the Copyrighted Works.

20 31. Numerous legitimate channels exist for Plaintiffs' Copyrighted
21 Works. Plaintiffs, themselves or through their affiliates, authorize the distribution
22 and public performance of the Copyrighted Works in various formats and through
23 multiple distribution channels, including, by way of example: (a) through
24 authorized cable and direct-to-home satellite services (including basic, premium,
25 and "pay-per-view"); (b) through authorized internet VOD services, including
26 Amazon Prime, Disney+, Apple TV+, Google Play, Netflix, Paramount+, Hulu, and
27 Peacock; (c) through authorized internet or over-the-top streaming services,
28 including those offered by Hulu TV, Fubo TV, Sling TV, YouTube TV, and others;

1 (d) for private home viewing on DVD, Blu-ray, and UHD discs; (e) for exhibition in
2 theaters; (f) for pay television; and (g) for over-the-air broadcast television.

3 32. Plaintiffs have not authorized DeBarr to stream, distribute, publicly
4 perform, or reproduce any of the Copyrighted Works, or to exercise any of
5 Plaintiffs' other exclusive rights under the Copyright Act, 17 U.S.C. § 106.

6 **B. DeBarr's Long History of Infringing Activities**

7 33. Plaintiffs' investigation has uncovered DeBarr's long history of
8 brazen disregard for copyright laws.

9 34. In 2017, for example, DeBarr was selling illegally modified Fire TV
10 Stick devices that were used to access unauthorized movies and television shows.
11 DeBarr publicly advertised these devices for the purpose of accessing unauthorized
12 movies and television shows on his personal social media pages and sold them on
13 his domain, itruststream.com.

14 35. Beginning no later than 2019, DeBarr sold access to the illicit
15 streaming services Nitro TV and Glitch TV through the domains nitrotv-iptv.com
16 and glitchtv.com. On information and belief, DeBarr participated in an IPTV
17 reseller network in which he received a commission in exchange for promoting and
18 selling subscriptions to Nitro TV, which was operated by another infringer. Both
19 domains are now inactive, and visitors to DeBarr's Nitro TV domain are redirected
20 to his Outer Limits service.

21 36. Beginning in or around 2020, DeBarr began selling subscriptions to
22 his own streaming service, Outer Limits, which at the time offered over 5,000
23 television channels and several hundred VOD titles. DeBarr sold subscriptions to
24 his illegal service on his domain, outerlimitsiptv.com. DeBarr also operated a mirror
25 site at another domain, outerlimitshosting.net, which routed subscribers to a site
26 identical to outerlimitsiptv.com.

27 37. In 2020, DeBarr's subscription packages ranged from \$20 per month
28 to as high as \$200 per year. Receipts for subscription payments made via PayPal

1 | showed that the payment recipient was “iTrustStream,” an alias DeBarr has used
2 | extensively and that corresponds to several of DeBarr’s known email and social
3 | media accounts.

4 | 38. DeBarr publicly advertised Outer Limits on his YouTube channel
5 | iTrustStream⁷, which had over 100,000 subscribers in 2020. DeBarr regularly
6 | posted video content and engaged with listeners during live-chat discussions on
7 | YouTube. Several of the videos uploaded to the iTrustStream YouTube channel
8 | from 2020 feature DeBarr promoting Outer Limits.

9 | 39. In June 2020, for example, DeBarr uploaded a video that is still
10 | available online⁸ of a recorded live chat on YouTube that attracted an active,
11 | participating live audience of over 100 people, during which DeBarr fielded
12 | questions about Outer Limits, described how Outer Limits’ subscribers could
13 | submit support tickets, and gave away free subscriptions to Outer Limits. DeBarr
14 | told his audience that he liked running Outer Limits’ day-to-day operations but
15 | needed “more help on backend stuff,” including hiring “admins” to provide
16 | additional customer service.

17 | 40. In a September 2020 video that is still available on DeBarr’s
18 | YouTube channel,⁹ DeBarr claimed that Outer Limits provided the same access to
19 | out-of-market NFL football games as NFL Sunday Ticket, but at a far lower price
20 | and with no contract. DeBarr also seemed to imply that Outer Limits was not
21 | authorized to distribute this content, saying “we don’t know how long it’s going to
22 | last.” As shown in the screenshot on the following page, DeBarr’s video description
23 | included a link to Outer Limits’ website.

24 |
25 |
26 | _____
27 | ⁷ <https://www.youtube.com/@iTrustStream>

28 | ⁸ <https://www.youtube.com/watch?v=fMg1-SsssMw&t=5594s>

⁹ <https://www.youtube.com/watch?v=XuZm16FdBFk>

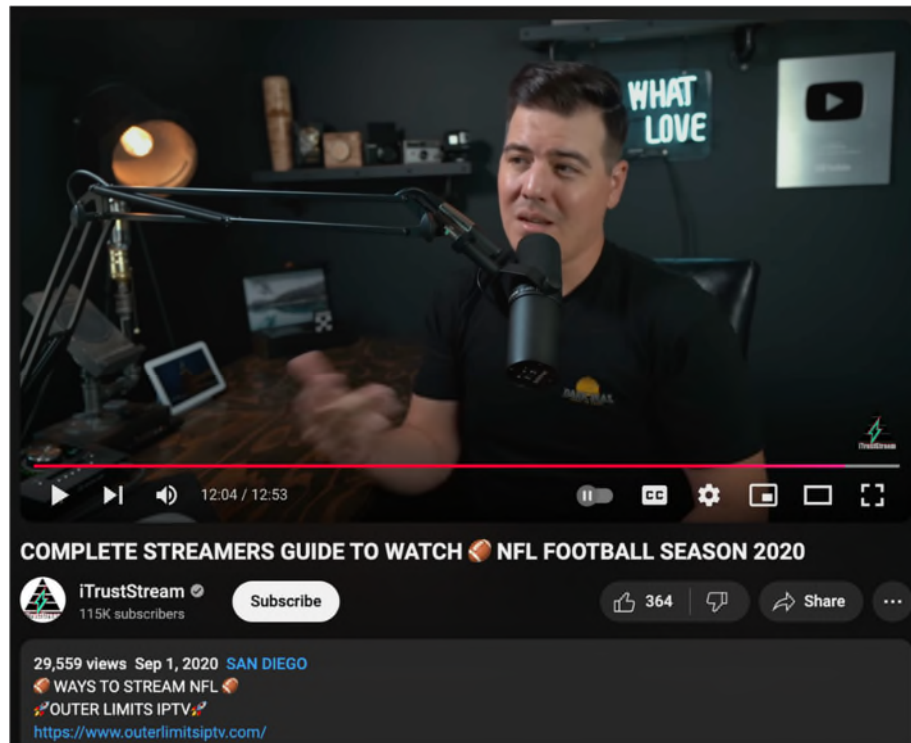


Figure 2: DeBarr promoting Outer Limits through his iTrustStream YouTube account

41. DeBarr also maintained a now-defunct Outer Limits YouTube channel, @Outer Limits IPTV, that had over 9,000 subscribers. That channel's contact information listed the email address debarrsdailyvlog@gmail.com, which DeBarr previously used for several of his social media profiles.

C. Plaintiffs Attempted to Resolve the Issue Without Court Intervention in 2020, But DeBarr Refused to Cooperate

42. In light of the clear evidence linking DeBarr to continuous and repeated infringement, Plaintiffs sent DeBarr a notice letter in September 2020 demanding that he cease operating Outer Limits.

43. Plaintiffs followed up with DeBarr several times in late 2020 and early 2021, via phone calls and correspondence to his email address, itruststream@gmail.com.

44. Plaintiffs were unable to reach a resolution with DeBarr. In November 2020, while the parties' discussions were continuing, Outer Limits went temporarily offline.

1 **D. DeBarr’s Continued Infringement of Plaintiffs’ Copyrighted**
2 **Works**

3 45. Plaintiffs continued monitoring DeBarr’s Infringing Service after it
4 went offline. Plaintiffs discovered that, in or around August 2021, DeBarr resumed
5 operating Outer Limits.

6 46. Through the Infringing Domains and Infringing Service, DeBarr and
7 any unnamed co-conspirators violate Plaintiffs’ rights in the Copyrighted Works on
8 a massive scale. Combined, the Infringing Domains receive nearly 300,000 visits
9 annually, with an average of almost 30,000 monthly visitors. These figures
10 substantially underestimate the true extent of DeBarr’s mass infringement because,
11 as explained further below, DeBarr provides access to his illicit content through
12 third-party media players. DeBarr’s subscribers, therefore, only need to visit the
13 Infringing Domains when they first make a purchase or to renew their subscriptions,
14 rather than each time they illegally access the Copyrighted Works.

15 47. Outer Limits offers its subscribers more than 4,000 live channels
16 through its IPTV service, as well as more than 13,000 movies and more than 3,000
17 television series through its VOD service. These massive unlicensed IPTV and
18 VOD libraries provide subscribers with unauthorized access to thousands of
19 Plaintiffs’ Copyrighted Works, a small representative sample of which are listed in
20 Exhibit A to this Complaint.

21 48. Outer Limits sells subscriptions to users through the Infringing
22 Domains. DeBarr offers customer subscription packages for Outer Limits IPTV at
23 prices ranging from \$20 per month to \$200 per year—depending on the package
24 and the number of devices selected. Three of DeBarr’s subscription packages are
25 reflected in the below screenshot.

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



Figure 3: Three of Outer Limits' subscription packages

49. After purchasing a subscription, DeBarr provides his customers with an email containing a username and password, as well as an access link with instructions to download a supported third-party IPTV media player. A redacted screenshot of DeBarr's email to subscribers is depicted below.

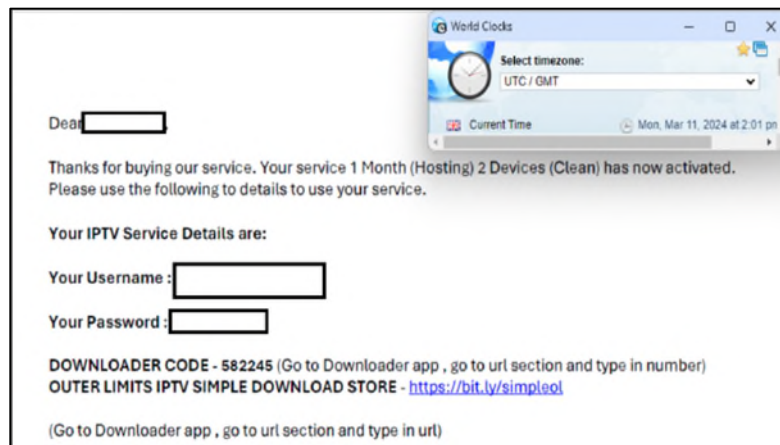
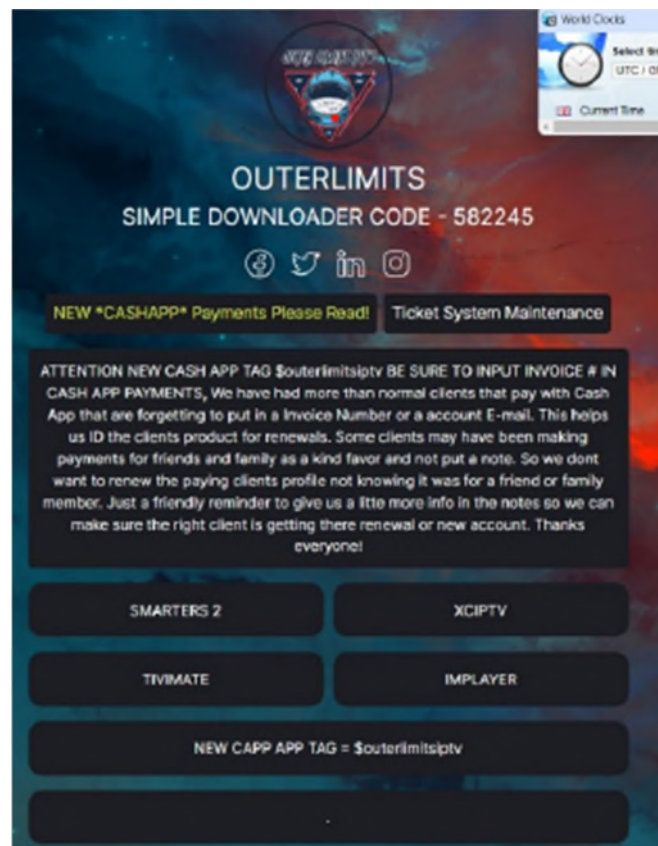


Figure 4: Email explaining how to access Outer Limits

1 50. DeBarr’s subscribers can select between several third-party IPTV
 2 media players that can be downloaded directly to mobile devices, computers, and
 3 smart TVs to provide direct access to Outer Limits. The screenshot below depicts
 4 the Outer Limits’ interface showing supported third-party IPTV players that can be
 5 used to stream content.



20 *Figure 5: Screenshot showing Outer Limits’ supported IPTV players*

21 51. Once a supported third-party IPTV player has been installed, DeBarr
 22 grants customers access to Outer Limits’ offerings of live television channels, as
 23 well as its vast VOD library of movie titles and television episodes. As depicted
 24 below, Outer Limits’ subscribers can select between “Live TV,” “Movies,” and
 25
 26
 27
 28

1 “Series,” and DeBarr also provides a TV guide listing available content.



9 *Figure 6: Subscribers have access to Outer Limits’ Live TV, Movies, and Series libraries*

10 52. The “Live TV” section of Outer Limits provides a substantial
11 collection of television channels, totaling more than 4,000 channels from across the
12 globe. These channels include: (1) Disney’s Disney Channel, FX, NatGeo,
13 Lifetime, The History Channel, ABC, and ESPN; (2) Paramount’s Nickelodeon,
14 Comedy Central, BET, Showtime, and Paramount Network; (3) Universal’s NBC,
15 CNBC, Telemundo, USA Network, and Bravo; and (4) Warner Bros’ CNN, HBO,
16 TLC, and HGTV. As depicted below, Outer Limits has libraries of channels
17 organized by topics such as “Entertainment,” “Family & Kids,” and “Sports.” In the
18 “Entertainment” tab, DeBarr provides Outer Limits subscribers unauthorized access
19 to a slew of Plaintiffs’ channels.

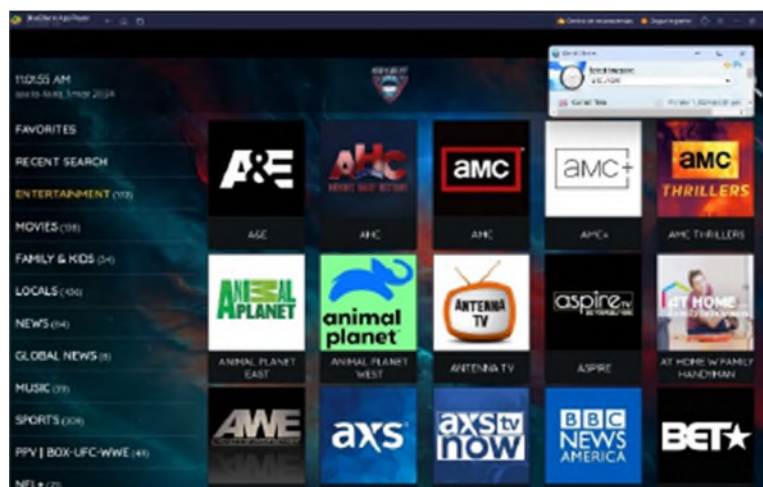


Figure 7: A screenshot from Outer Limits’ library of television channels

53. DeBarr's live television channels are streamed contemporaneously with the original source of the telecast. For example, television programs airing on channels such as A&E and BBC News America through an authorized source (e.g., a cable operator or satellite television provider) also appear on Outer Limits, where the channels are streamed in high definition and with little to no delay. This contemporaneous streaming of the television channels enables Outer Limits' subscribers to view new releases and exclusive programming simultaneously with the original telecast.

54. Outer Limits also offers a substantial number of VOD titles, including over 13,000 movies as well as episodes from over 3,000 television series. The Outer Limits VOD library enables DeBarr to provide subscribers with access to thousands of copyrighted works instantly as if they were available on a legitimate streaming service. In doing so, DeBarr skirts the licensing fees that legitimate streaming services pay to distribute this content.

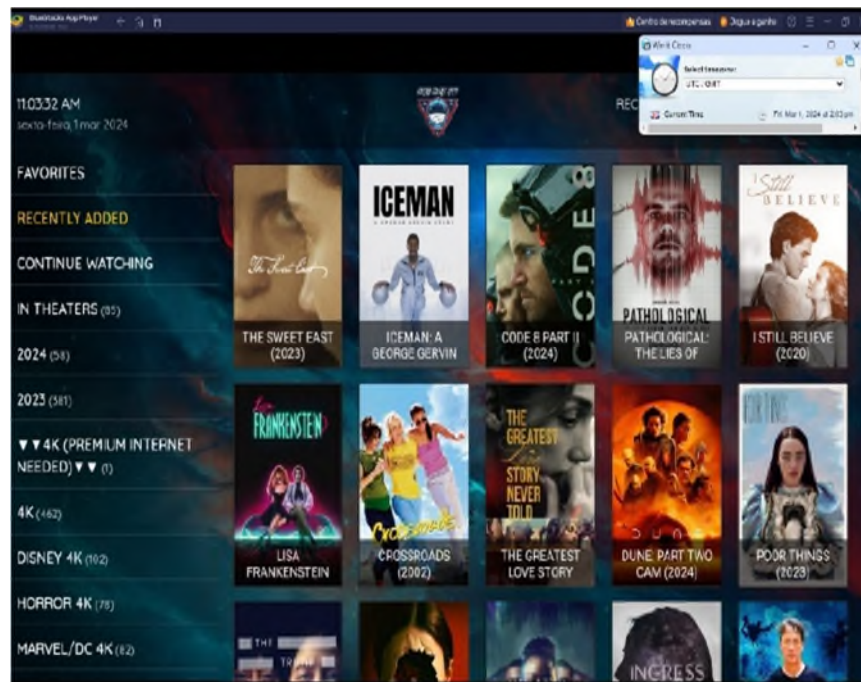
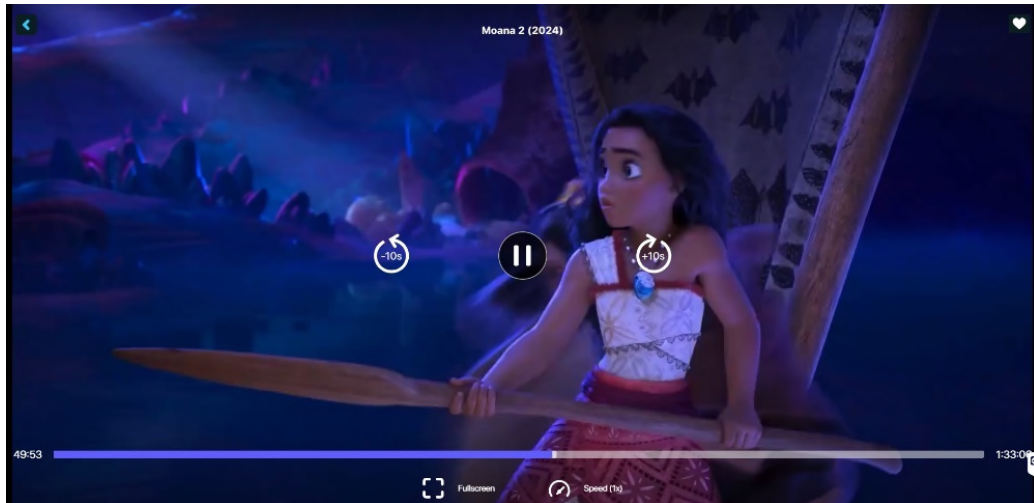
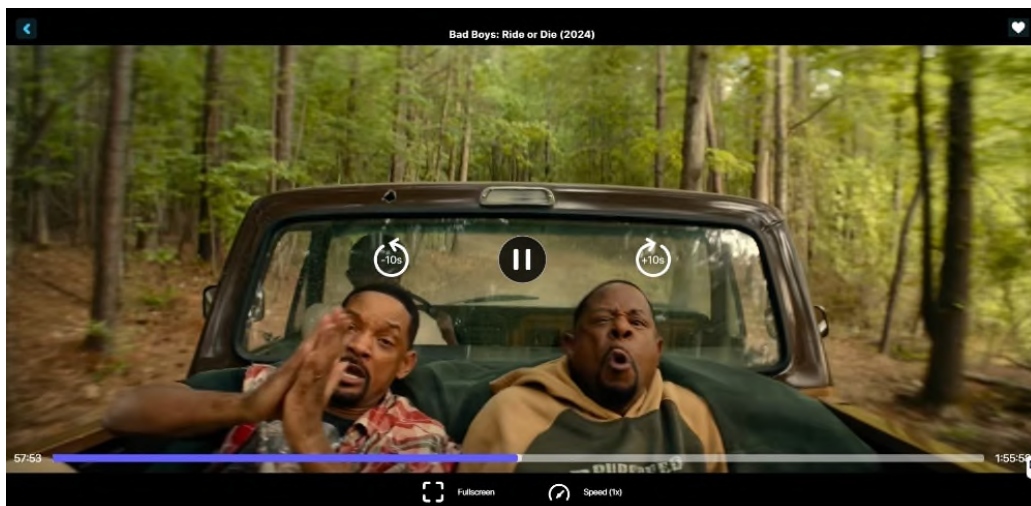


Figure 8: Outer Limits' VOD library interface

1
2 55. Included among Outer Limits' VOD titles are popular recent releases,
3 including Disney's *Moana 2* and Columbia's *Bad Boys: Ride or Die*.



12 *Figure 9: Disney's Moana 2 streaming on Outer Limits*



21 *Figure 10: Columbia's Bad Boys: Ride or Die streaming on Outer Limits*

22 56. Outer Limits' VOD library is updated regularly with infringing
23 copies of popular new titles, which helps DeBarr attract and retain subscribers to his
24 illegal service.
25
26
27
28

E. Plaintiffs Again Seek DeBarr's Cooperation

57. DeBarr was linked to Outer Limits again in 2024 after it was discovered that his company, iLockSports, is referenced in Outer Limits' Terms of Service page.¹⁰ As shown in the below screenshot, the terms state that all transactions will appear on customers' bank statements as "a charge from iLockSports LLC."

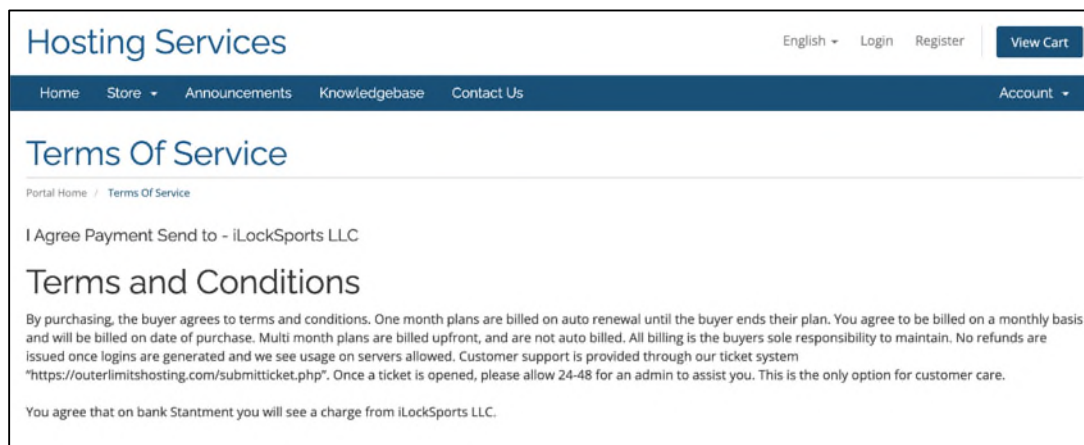


Figure 11: Outer Limits Terms of Service landing page

58. DeBarr, in turn, advertises that he is the owner of iLockSports on his personal Instagram account, @zacdebarr.



Figure 12: DeBarr's Instagram page referencing his relationship to iLockSports

59. California entities iLockSports LLC and Zachary DeBarr LLC are registered to what is, on information and belief, DeBarr's home address: 41949

¹⁰ <https://outerlimitshosting.net/index.php?m=TermsOfService>.

1 Zafra Street, Murrieta, California 92562. This same address is featured on
2 iLockSports' homepage at ilocksports.com.

3 60. In addition, iLockSports' website lists the email address
4 ilocksports@gmail.com, which is, on information and belief, associated with
5 DeBarr.

6 61. In light of the overwhelming evidence that DeBarr continues to
7 operate Outer Limits, Plaintiffs sent another notice letter to DeBarr in May 2024
8 demanding that he cease operations.

9 62. Plaintiffs have made numerous attempts to reach DeBarr, including
10 calling him at multiple phone numbers, emailing him several times, and delivering
11 correspondence to his home address. DeBarr has not responded to any of Plaintiffs'
12 efforts.

13 63. DeBarr is liable for the mass-scale infringement described herein. He
14 continues to operate Outer Limits in concert with his unnamed co-conspirators.

15 **VII. CLAIMS FOR RELIEF**

16 **FIRST CLAIM FOR RELIEF**

17 ***(By All Plaintiffs Against All Defendants)***

18 **Direct Copyright Infringement – 17 U.S.C. § 501**

19
20 64. Plaintiffs incorporate herein by reference each and every averment
21 contained in paragraphs 1 to 63, inclusive.

22 65. Under Section 106 of the Copyright Act, Plaintiffs own the exclusive
23 rights, including, among others, to reproduce and publicly perform their
24 Copyrighted Works.

25 66. Plaintiffs have not authorized Defendants to exercise any of
26 Plaintiffs' exclusive rights.

27 67. Defendants have infringed and continue to infringe Plaintiffs'
28 Copyrighted Works by violating Plaintiffs' exclusive rights to reproduce the

1 Copyrighted Works. Without Plaintiffs' authorization, Defendants make copies of
2 Plaintiffs' Copyrighted Works to amass a VOD library that can then be streamed
3 through their Infringing Service. This infringement includes those works contained
4 on the representative list of infringed works attached at Exhibit A.

5 68. Defendants have infringed and continue to infringe Plaintiffs'
6 Copyrighted Works by violating Plaintiffs' exclusive rights to publicly perform the
7 Copyrighted Works. Without Plaintiffs' authorization, Defendants publicly perform
8 Plaintiffs' Copyrighted Works, including those works contained on the
9 representative list of infringed works attached at Exhibit A, by transmitting
10 performances of the Copyrighted Works over the internet to subscribers of the
11 Infringing Service.

12 69. Defendants' acts of infringement are willful, deliberate, and
13 committed with prior notice and knowledge of Plaintiffs' Copyrighted Works. Each
14 Defendant willfully, wantonly, and in conscious disregard and intentional
15 indifference to the rights of Plaintiffs made and distributed, caused to be made and
16 distributed, and aided, abetted, contributed to, and participated in the unauthorized
17 making and distribution of the Infringing Service in the United States, including in
18 this District.

19 70. Each Defendant either knew, or should have reasonably known, that
20 Plaintiffs' Copyrighted Works were protected by copyright and that their actions
21 infringed on Plaintiffs' copyrights. Each Defendant continues to infringe upon
22 Plaintiffs' rights in and to the various Copyrighted Works.

23 71. As a direct and proximate result of the infringements by Defendants,
24 Plaintiffs are entitled to damages and Defendants' profits in amounts to be proven at
25 trial.

26 72. Pursuant to 17 U.S.C. § 503 and at their election, Plaintiffs are
27 entitled to an order that Defendants' infringing goods and articles be impounded
28 and destroyed.

1 73. At their election, Plaintiffs are entitled to statutory damages, up to the
2 maximum amount of \$150,000 per infringed work by virtue of Defendants' willful
3 infringement, or for such other amounts as may be proper under 17 U.S.C. § 504.

4 74. Plaintiffs further are entitled to recover their attorneys' fees and full
5 costs pursuant to 17 U.S.C. § 505.

6 75. As a direct and proximate result of the foregoing acts and conduct,
7 Plaintiffs have sustained and will continue to sustain substantial, immediate, and
8 irreparable injury, for which there is no adequate remedy at law. Unless enjoined
9 and restrained by this Court, Defendants will continue to infringe Plaintiffs' rights
10 in the Copyrighted Works. Plaintiffs are entitled to injunctive relief under 17 U.S.C.
11 § 502 to prevent or restrain infringement of the copyrights, including enjoining any
12 use or exploitation by Defendants of their Infringing Service.

13 **SECOND CLAIM FOR RELIEF**

14 ***(By All Plaintiffs Against All Defendants)***

15 **Contributory Copyright Infringement**

16
17 76. Plaintiffs incorporate herein by reference each and every averment
18 contained in paragraphs 1 to 63, inclusive.

19 77. With respect to all incidents of infringement as to which Defendants
20 claim that third parties, and not Defendants themselves, are directly liable for
21 infringing Plaintiffs' exclusive rights under the Copyright Act, Defendants are
22 knowingly and materially contributing to such infringement.

23 78. Defendants have actual knowledge of infringement by third-party
24 subscribers. Defendants systematically offer for sale thousands of live television
25 channels, movies, and television series containing Copyrighted Works that can only
26 be lawfully accessed through a limited number of legitimate services, in specific
27 geographic regions, and in specific content packages. Defendants know that third
28 parties are not authorized to reproduce Plaintiffs' Copyrighted Works and are not

1 authorized to publicly perform Copyrighted Works by streaming these channels.
2 Still, Defendants sell access to these streams to their own subscribers. Defendants
3 also facilitate access to the streams through their Infringing Domains, which, as
4 explained above, permit users to purchase subscriptions and download supported
5 third-party IPTV players through which subscribers can then stream content.
6 Defendants know, from among other sources DeBarr's correspondence with
7 Plaintiffs, that their subscribers have no authorization to receive the streams of the
8 Copyrighted Works he provides to those subscribers.

9 79. Defendants materially contribute to the infringement of the third-
10 party subscribers. Defendants configure and promote the use of the Infringing
11 Service (including both IPTV and VOD content) to connect subscribers to
12 unauthorized streams of Plaintiffs' Copyrighted Works. To the extent any of the
13 Copyrighted Works available through the Infringing Service have been uploaded to
14 the internet through third parties, the third parties behind these unauthorized streams
15 control the facilities and equipment used to copy and stream performances of
16 Plaintiffs' Copyrighted Works. Those third parties directly infringe Plaintiffs'
17 exclusive reproduction and public performance rights by copying, redistributing,
18 and publicly performing the Copyrighted Works without Plaintiffs' authorization.
19 By operating the Infringing Service and supplying the IPTV and VOD content,
20 Defendants facilitate, encourage, and enable the direct infringement of Plaintiffs'
21 Copyrighted Works.

22 80. Defendants' knowing and material contribution to the infringement of
23 Plaintiffs' rights in each Copyrighted Work constitutes a separate and distinct act of
24 infringement.

25 81. Defendants' knowing and material contribution to the infringement of
26 the Copyrighted Works is willful, intentional, purposeful, and in utter disregard of
27 Plaintiffs' rights.

28 82. As a direct and proximate result of Defendants' infringement,

1 Plaintiffs are entitled to damages and Defendants' profits in amounts to be proven at
2 trial.

3 83. Pursuant to 17 U.S.C. § 503 and at their election, Plaintiffs are
4 entitled to an order that Defendants' infringing goods and articles be impounded
5 and destroyed.

6 84. At their election, Plaintiffs are entitled to statutory damages, up to the
7 maximum amount of \$150,000 per infringed work, by virtue of Defendants' willful
8 infringement, or for such other amounts as may be proper under 17 U.S.C. § 504.

9 85. Plaintiffs further are entitled to recover their attorneys' fees and full
10 costs pursuant to 17 U.S.C. § 505.

11 86. As a direct and proximate result of the foregoing acts and conduct,
12 Plaintiffs have sustained and will continue to sustain substantial, immediate, and
13 irreparable injury, for which there is no adequate remedy at law. Unless enjoined
14 and restrained by this Court, Defendants will continue to infringe Plaintiffs' rights
15 in the Copyrighted Works. Plaintiffs are entitled to injunctive relief under 17 U.S.C.
16 § 502, including enjoining any use or exploitation by Defendants of their Infringing
17 Service.

18 **THIRD CLAIM FOR RELIEF**

19 ***(By All Plaintiffs Against All Defendants)***

20 **Inducement of Copyright Infringement**

21
22 87. Plaintiffs incorporate herein by reference each and every averment
23 contained in paragraphs 1 to 63, inclusive.

24 88. To the extent Defendants claim third parties are exercising Plaintiffs'
25 exclusive reproduction and public performance rights under the Copyright Act,
26 Defendants intentionally induce such infringement by supplying and promoting the
27 use of the Infringing Service, which has the singular function of connecting
28 Defendants' customers to unauthorized online sources that copy and stream

1 | Plaintiffs' Copyrighted Works, and by actively inducing, encouraging, and
2 | promoting the use of the Infringing Service for copyright infringement.

3 | 89. DeBarr's intention to facilitate and promote the infringement of
4 | Plaintiffs' Copyrighted Works is shown by his clear expression through his social
5 | media posts that the Infringing Service will provide DeBarr's customers with access
6 | to Plaintiffs' Copyrighted Works.

7 | 90. Defendants' intentional and knowing inducement of the infringement
8 | of each Copyrighted Work constitutes a separate and distinct act of infringement.

9 | 91. Defendants' inducement of the infringement of the Copyrighted
10 | Works is willful, intentional, purposeful, and in disregard of and with indifference
11 | to Plaintiffs' rights. Defendants also know that the conduct by them and the third
12 | parties is infringing.

13 | 92. Pursuant to 17 U.S.C. § 503 and at their election, Plaintiffs are
14 | entitled to an order that Defendants' infringing goods and articles, should any exist,
15 | be impounded and destroyed.

16 | 93. As a direct and proximate result of the infringement that Defendants
17 | intentionally induce, Plaintiffs are entitled to damages and Defendants' profits in
18 | amounts to be proven at trial.

19 | 94. Alternatively, at their election, Plaintiffs are entitled to statutory
20 | damages, up to the maximum amount of \$150,000 per infringed work, by virtue of
21 | Defendants' willful infringement, or for such other amounts as may be proper under
22 | 17 U.S.C. § 504.

23 | 95. Plaintiffs further are entitled to recover their attorneys' fees and full
24 | costs pursuant to 17 U.S.C. § 505.

25 | 96. As a direct and proximate result of the foregoing acts and conduct,
26 | Plaintiffs have sustained and will continue to sustain substantial, immediate, and
27 | irreparable injury, for which there is no adequate remedy at law. Unless enjoined
28 | and restrained by this Court, Defendants will continue to infringe Plaintiffs' rights

1 in the Copyrighted Works. Plaintiffs are entitled to injunctive relief under 17 U.S.C.
2 § 502, including enjoining any use or exploitation by Defendants of their Infringing
3 Service.

4 **VIII. JURY DEMAND**

5 97. Pursuant to Rule 38(b), Plaintiffs demand a trial by jury on all claims,
6 issues, and damages so triable.

7 **IX. REQUEST FOR RELIEF**

8 For the foregoing reasons, Plaintiffs respectfully request judgment against
9 Defendants for the following relief:

10 1. For injunctive relief (a) enjoining Defendants and their officers,
11 agents, servants, employees, attorneys, and all persons acting in active concert or
12 participation with them, from publicly performing, reproducing, distributing, or
13 otherwise infringing in any manner (including without limitation by materially
14 contributing to or intentionally inducing the infringement of) any of Plaintiffs'
15 rights under the Copyright Act in any of the Copyrighted Works, other copyright
16 material owned by Plaintiffs, and other works that Defendants add to the Infringing
17 Service in the future, including without limitation by publicly performing or
18 reproducing those Copyrighted Works or other copyright material owned by
19 Plaintiffs, or by distributing any software or providing any service or device that
20 does or facilitates any of the foregoing illegitimate acts; and (b) impounding
21 hardware in Defendants' possession, custody, or control, and any and all documents
22 or other records in Defendants' possession, custody, or control relating to their
23 direct and secondary infringement of the Copyrighted Works and other copyright
24 material owned by Plaintiffs.

25 2. For entry of an injunction enjoining the domain name registrars and
26 registries for the Infringing Domains and the domains nitroTV-iptv.com,
27 gitchtv.com, and iTrustStream.com, as well as all others who receive notice of the
28 Court's order, from allowing the Infringing Domains and the domains nitroTV-

1 | iptv.com, glitchtv.com, and iTrustStream.com to be modified, sold, transferred to
2 | another owner, or deleted.

3 | 3. For entry of an order requiring the domain name registrars and
4 | registries for the Infringing Domains, and any additional domain names found to be
5 | associated with Defendants' operation of the Infringing Service, including but not
6 | limited to the domains nitroTV-iptv.com, glitchtv.com, and iTrustStream.com, to
7 | transfer to a registrar to be appointed by Plaintiffs to re-register the domain names
8 | in Plaintiffs' names, or the name(s) of their designee(s), and under Plaintiffs'
9 | ownership.

10 | 4. For entry of an order requiring hosting service providers of websites
11 | associated with the Infringing Domains, as well as nitroTV-iptv.com, glitchtv.com,
12 | and iTrustStream.com, to suspend any services to such websites and place an
13 | administrative lock on the websites to prevent accessing and downloading the
14 | websites' content or transferring the websites' content to another domain name or
15 | hosting service.

16 | 5. For entry of an order requiring that Defendants' infringing goods and
17 | articles be impounded and destroyed pursuant to 17 U.S.C. § 503.

18 | 6. For Plaintiffs' damages and Defendants' profits in such amount as
19 | may be found; alternatively, at Plaintiffs' election, for maximum statutory damages
20 | or for such other amounts as may be proper pursuant to 17 U.S.C. § 504(c).

21 | 7. For an accounting, the imposition of a constructive trust, restitution
22 | of Defendants' unlawful proceeds from copyright infringement, and damages
23 | according to proof.

24 | 8. For a declaration that Defendants' activities as alleged herein
25 | constitute direct and secondary copyright infringement of Plaintiffs' exclusive
26 | rights under copyright in violation of 17 U.S.C. § 106.

27 | 9. For prejudgment interest according to law.

28 | 10. For Plaintiffs' attorneys' fees and full costs incurred in this action

1 pursuant to 17 U.S.C. § 505.

2 11. For all such further and additional relief, in law or in equity, to which
3 Plaintiffs may be entitled or which the Court deems just and proper.

4

5 DATED: March 4, 2025

DAVIS WRIGHT TREMAINE LLP
SCOTT R. COMMERSON
SEAN M. SULLIVAN
KATELYN A. FELICIANO
L. DANIELLE TOALTOAN

6

7

8

9

By: *S/ Scott R. Commerson*

Scott R. Commerson
Attorneys for Plaintiffs

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

EXHIBIT A***Amazon Content Services, LLC, et al. v. Zachary Adam-Layne DeBarr, et al.***

Representative List of Copyrighted Works

<u>Title</u>	<u>Copyright Registrants</u>	<u>Registration No.</u>	<u>Registration Date</u>
My Best Friend's Exorcism	Amazon Content Services LLC	PA 2-373-772	October 4, 2022
The Aeronauts	Amazon Content Services LLC	PA 2-217-615	December 10, 2019
All the Old Knives	Amazon Content Services LLC	PA 2-344-205	April 7, 2022
Beautiful Boy	Amazon Content Services LLC	PA 2-128-238	October 12, 2018
Black Box	Amazon Content Services LLC	PA 2-260-261	October 9, 2020
Goodnight Mommy	Amazon Content Services LLC	PA 2-372-501	September 26, 2022
My Policeman	Amazon Content Services LLC	PA 2-377-805	October 31, 2022
Red, White & Royal Blue	Amazon Content Services LLC	PA 2-424-655	August 11, 2023
Totally Killer	Amazon Content Services LLC	PA 2-441-278	November 19, 2023
Wonderstruck	Amazon Content Services LLC	PA 2-069-723	November 22, 2017
A Million Miles Away	Amazon Content Services LLC	PA 2-440-707	October 6, 2023
Emancipation	Apple Video Programming LLC	PA 2-404-994	February 27, 2023
Spirited	Apple Video Programming LLC	PA 2-403-473	February 17, 2023
Raymond & Ray	Apple Video Programming LLC	PA 2-378-378	November 2, 2022
Killers of the Flower Moon	Apple Video Programming LLC	PA 2-452-739	January 11, 2024
Silo, S1E1 Freedom Day	Apple Video Programming LLC	PA 2-429-989	July 30, 2023
Napoleon	Apple Video Programming LLC	PA 2-470-162	February 1, 2024

	<u>Title</u>	<u>Copyright Registrants</u>	<u>Registration No.</u>	<u>Registration Date</u>
1				
2	Criminal Record,	Apple Video	PA 2-464-704	March 26,
3	S1E1 Emergency	Programming LLC		2024
4	The New Look,	Apple Video	PA 2-468-957	April 23,
5	S1E1 Just You Wait and See	Programming LLC		2024
6	Palm Royale, S1E1 Pilot	Apple Video Programming LLC	PA 2-479-446	July 19, 2024
7	Sugar, S1E1 Olivia	Apple Video Programming LLC	PA 2-482-236	July 5, 2024
8				
9	Black Bird, S1E1 Pilot	Apple Video Programming LLC	PA 2-368-767	September 2, 2022
10	Lessons in Chemistry, S1E1 Little Miss	Apple Video Programming LLC	PA 2-452-884	January 11, 2024
11				
12	The Buccaneers, S1E1 American Poison	Apple Video Programming LLC	PA 2-458-032	February 6, 2024
13				
14	Fly Me to the Moon	Apple Video Programming LLC	PA 2-498-100	October 8, 2024
15	Men in Black	Columbia Picture Industries, Inc.	PA 845-156	July 10, 1997
16				
17	Bad Boys	Columbia Picture Industries, Inc.	PA 699-273	May 2, 1995
18	After Earth	Columbia Picture Industries, Inc.	PA 1-841-452	May 31, 2013
19				
20	The Amazing Spiderman	Columbia Picture Industries, Inc.	PA 1-793-261	June 29, 2012
21	Jumanji: Welcome to the Jungle	Columbia Picture Industries, Inc.	PA 2-072-805	January 25, 2018
22	Jumanji: The Next Level	Columbia Picture Industries, Inc.	PA 2-221-398	January 10, 2020
23				
24	Just Go With It	Columbia Picture Industries, Inc.	PA 1-718-291	February 10, 2011
25	The Karate Kid	Columbia Picture Industries, Inc.	PA 216-986	July 6, 1986
26	Miracles from Heaven	Columbia Picture Industries, Inc.	PA 1-981-803	April 7, 2016
27				
28	Venom: Let There Be Carnage	Columbia Picture Industries, Inc.	PA 2-315-928	October 8, 2021

<u>Title</u>	<u>Copyright Registrants</u>	<u>Registration No.</u>	<u>Registration Date</u>
	(Tencent Pictures (USA) LLC*) ¹		
Ghostbusters: Afterlife	Columbia Picture Industries, Inc. (BRON Creative USA, Corp.*)	PA 2-324-147	November 30, 2021
Bullet Train (2022)	Columbia Picture Industries, Inc. (TSG Entertainment II LLC*)	PA 2-364-879	August 17, 2022
Bad Boys: Ride or Die	Columbia Picture Industries, Inc. (TSG Entertainment II LLC*)	PA 2-476-747	June 18, 2024
Jungle Cruise	Disney Enterprises, Inc.	PA 2-306-091	August 5, 2021
The Little Mermaid (2023)	Disney Enterprises, Inc.	PA 2-415-610	June 12, 2023
Alice Through the Looking Glass	Disney Enterprises, Inc.	PA 1-991-651	June 28, 2016
Cruella	Disney Enterprises, Inc.	PA 2-301-564	July 15, 2021
Frozen II	Disney Enterprises, Inc.	PA 2-217-415	December 12, 2019
The Lion King (2019)	Disney Enterprises, Inc.	PA 2-193-489	August 7, 2019
Maleficent	Disney Enterprises, Inc.	PA 1-899-203	June 10, 2014
Mary Poppins Returns	Disney Enterprises, Inc.	PA 2-146-985	January 10, 2019
Pirates of the Caribbean, At World's End	Disney Enterprises, Inc.	PA 1-334-112	July 13, 2007
Moana	Disney Enterprises, Inc.	PA 2-012-015	December 20, 2016
Moana 2	Disney Enterprises, Inc.	PA 2-506-063	December 12, 2024

¹ Copyright registrants marked with an asterisk are co-owners of the titled works.

<u>Title</u>	<u>Copyright Registrants</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brazen	Netflix US LLC	PA 2-339-883	January 21, 2022
Look Both Ways	Netflix US LLC	PA 2-368-931	August 24, 2022
The Old Guard	Netflix US LLC	PA 2-258-345	October 28, 2020
Eurovision Song Contest: The Story of Fire Saga	Netflix US LLC	PA 2-261-556	August 6, 2020
Day Shift	Netflix US LLC	PA 2-368-933	August 22, 2022
Extraction	Netflix US LLC	PA 2-256-068	July 8, 2020
Extraction 2	Netflix US LLC	PA 2-424-253	June 21, 2023
Blonde	Netflix US LLC	PA 2-379-823	October 3, 2022
Rescued by Ruby	Netflix US LLC	PA 2-350-236	March 31, 2022
The Good Nurse	Netflix US LLC	PA 2-386-954	November 4, 2022
Mank	Netflix US LLC	PA 2-275-480	December 11, 2020
Top Gun: Maverick	Paramount Pictures Corporation	PA 2-351-572	May 31, 2022
10 Cloverfield Lane	Paramount Pictures Corporation	PA 1-978-288	March 14, 2016
Clueless	Paramount Pictures Corporation	PA 762-634	September 18, 1988
Coming to America	Paramount Pictures Corporation	PA 376-420	July 12, 1988
Downsizing	Paramount Pictures Corporation	PA 2-068-615	December 22, 2017
Forrest Gump	Paramount Pictures Corporation	PA 726-079	September 22, 1994
Indecent Proposal	Paramount Pictures Corporation	PA 610-723	May 7, 1993
Infinite	Paramount Pictures Corporation	PA 2-296-127	June 10, 2021

<u>Title</u>	<u>Copyright Registrants</u>	<u>Registration No.</u>	<u>Registration Date</u>
Jack Reacher	Paramount Pictures Corporation	PA 1-817-771	December 21, 2012
Like a Boss	Paramount Pictures Corporation	PA 2-221-396	January 13, 2020
Mean Girls	Paramount Pictures Corporation	PA 1-233-942	July 12, 2004
Mission: Impossible	Paramount Pictures Corporation	PA 800-002	June 17, 1996
Mission Impossible – Rogue Nation	Paramount Pictures Corporation	VA 1-977-456	June 30, 2015
Gladiator II	Paramount Pictures Corporation	PA 2-506-548	December 20, 2024
Back to the Future	Universal City Studios LLC	PA 266-708	October 15, 1985
Jurassic World: Fallen Kingdom	Universal City Studios Productions LLLP (Amblin Entertainment*)	PA 2-146-543	June 19, 2018
Knocked Up	Universal City Studios Productions LLLP	PA 1-375-523	May 31, 2007
The Secret Life of Pets	Universal City Studios Productions LLLP	PA 1-992-458	June 24, 2016
Identity Thief	Universal City Studios Productions LLLP	PA 1-833-795	February 8, 2013
The Danish Girl	Universal City Studios Productions LLLP	PA 1-968-106	November 30, 2015
Despicable Me 3	Universal City Studios Productions LLLP	PA 2-043-544	June 27, 2017
Fast & Furious Presents: Hobbs & Shaw	Universal City Studios Productions LLLP	PA 2-192-296	July 31, 2019
The Invisible Man	Universal City Studios Productions LLLP	PA 2-230-559	February 26, 2020
Jason Bourne	Universal City Studios Productions LLLP	PA 2-002-679	August 8, 2016
Jurassic World	Universal City Studios Productions LLLP (Amblin Entertainment*)	PA 1-946-359	June 10, 2015
Minions: The Rise of Gru	Universal City Studios Productions LLLP	PA 2-369-070	June 27, 2022

<u>Title</u>	<u>Copyright Registrants</u>	<u>Registration No.</u>	<u>Registration Date</u>
Wicked	Universal City Studios Productions LLLP	PA 2-502-409	November 20, 2024
Barbie	Warner Bros. Entertainment, Inc.	PA 2-421-392	July 21, 2023
Batman v. Superman: Dawn of Justice	Warner Bros. Entertainment, Inc. (Ratpac-Dune Entertainment LLC*)	PA 1-981-624	March 30, 2016
Dunkirk	Warner Bros. Entertainment, Inc. (Ratpac-Dune Entertainment LLC*)	PA 2-044-585	July 20, 2017
Gravity	Warner Bros. Entertainment, Inc.	PA 1-398-100	April 12, 2016
Harry Potter and the Deathly Hallows Part 1	Warner Bros. Entertainment, Inc.	PA 1-721-904	March 4, 2011
Harry Potter and the Deathly Hallows Part 2	Warner Bros. Entertainment, Inc.	PA 1-742-099	July 22, 2011
Harry Potter and the Half Blood Prince	Warner Bros. Entertainment, Inc.	PA 1-647-906	October 23, 2009
Harry Potter and the Order of the Pheonix	Warner Bros. Entertainment, Inc.	PA 1-355-547	September 21, 2007
The Little Things	Warner Bros. Entertainment, Inc.	PA 2-274-728	January 27, 2021
The Suicide Squad (2021)	Warner Bros. Entertainment, Inc.	PA 2-304-248	July 28, 2021
The Suicide Squad (2016)	Warner Bros. Entertainment, Inc. (Ratpac-Dune Entertainment LLC*)	PA 1-995-698	August 4, 2016
Tenet	Warner Bros. Entertainment, Inc.	PA 2-262-782	October 27, 2020

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>Title</u>	<u>Copyright Registrants</u>	<u>Registration No.</u>	<u>Registration Date</u>
Wonder Woman	Warner Bros. Entertainment, Inc. (Ratpac-Dune Entertainment LLC*)	PA 2-036-078	June 6, 2017

Complaints and Other Initiating Documents

[2:25-cv-01841 Amazon Content Services LLC et al v. DEBARR et al](#)

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Notice of Electronic Filing

The following transaction was entered by Commerson, Scott on 3/4/2025 at 8:02 AM PST and filed on 3/4/2025

Case Name: Amazon Content Services LLC et al v. DEBARR et al

Case Number: [2:25-cv-01841](#)

Filer: Paramount Pictures Corporation
Columbia Pictures Industries, Inc.
Universal City Studios Productions LLLP
Warner Bros. Entertainment Inc.
Apple Video Programming LLC
Universal City Studios LLC
Amazon Content Services LLC
Disney Enterprises, Inc.
Netflix US, LLC

Document Number: [1](#)

Docket Text:

COMPLAINT Receipt No: ACACDC-39220842 - Fee: \$405, filed by Plaintiffs Paramount Pictures Corporation, Columbia Pictures Industries, Inc., Universal City Studios Productions LLLP, Warner Bros. Entertainment Inc., Apple Video Programming LLC, Universal City Studios LLC, Amazon Content Services LLC, Disney Enterprises, Inc., Netflix US, LLC. (Attachments: # (1) Exhibit A) (Attorney Scott R Commerson added to party Amazon Content Services LLC(pty:pla), Attorney Scott R Commerson added to party Apple Video Programming LLC(pty:pla), Attorney Scott R Commerson added to party Columbia Pictures Industries, Inc.(pty:pla), Attorney Scott R Commerson added to party Disney Enterprises, Inc.(pty:pla), Attorney Scott R Commerson added to party Netflix US, LLC(pty:pla), Attorney Scott R Commerson added to party Paramount Pictures Corporation(pty:pla), Attorney Scott R Commerson added to party Universal City Studios Productions LLLP(pty:pla), Attorney Scott R Commerson added to party Universal City Studios LLC(pty:pla), Attorney Scott R Commerson added to party Warner Bros. Entertainment Inc.(pty:pla))(Commerson, Scott)

2:25-cv-01841 Notice has been electronically mailed to:

Scott R Commerson scottcommerson@dwt.com, laxdocket@dwt.com, myraizzo@dwt.com

2:25-cv-01841 Notice has been delivered by First Class U. S. Mail or by other means BY THE FILER to :

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:C:\fakepath\MPA v. DeBarr Complaint.pdf

Electronic document Stamp:

[STAMP cacdStamp_ID=1020290914 [Date=3/4/2025] [FileNumber=39627889-0]
[469105314ac6227218c08788577a0f4613de47e8ec02f74104a015684e5048dc5e54

6b19ac2badde4b791f5cc5346182432043ebd901fb2c2c241e1c2b41572c]]

Document description: Exhibit A

Original filename:C:\fakepath\DeBarr - Exhibit A to Complaint.pdf

Electronic document Stamp:

[STAMP cacdStamp_ID=1020290914 [Date=3/4/2025] [FileNumber=39627889-1]

[882e826ee49354f643d797dcd0704f8992636a3497de88c6d13595bf2bd903ab6009

0260d78aefc3f1fc600486f687bc2fc07ab99fd22dab7b6556279d57c5c3]]