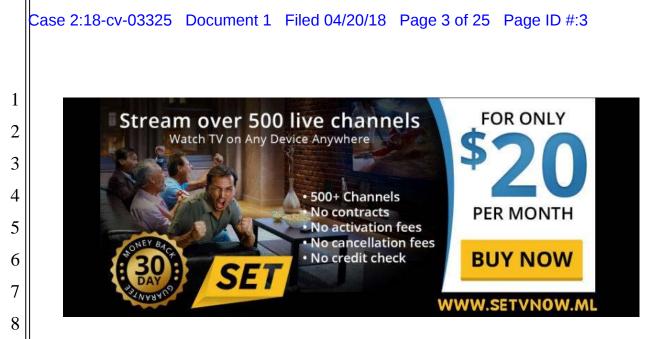
|  | Case 2:18-cv-03325 Document 1 Filed 04/  | /20/18  | Page 1 of 25                   | Page ID #:1 |
|--|--|---------|--------------------------------|-------------|
| 1<br>2<br>3<br>4<br>5<br>6<br>7<br>8<br>9<br>10  | KELLY M. KLAUS (State Bar No. 1610)<br>kelly.klaus@mto.com<br>ELIZABETH A. KIM (State Bar No. 295<br>elizabeth.kim@mto.com<br>MUNGER, TOLLES & OLSON LLP<br>350 South Grand Avenue<br>Fiftieth Floor<br>Los Angeles, California 90071-3426<br>Telephone: (213) 683-9100<br>Facsimile: (213) 687-3702<br>MICHAEL B. DESANCTIS ( <i>pro hac vic</i><br>michael.desanctis@mto.com<br>MUNGER, TOLLES & OLSON LLP<br>1155 F Street N.W., Seventh Floor<br>Washington, D.C. 20004-1357<br>Telephone: (202) 220-1100<br>Facsimile: (202) 220-2300 | 277)    | ing)                           |             |
| 11   | Attorneys for Plaintiffs   |         |                                |             |
| 12   | UNITED STATES  | DIST    | RICT COURT                     | ſ           |
| 13   | CENTRAL DISTRICT OF CAL  | IFORM   | NIA, WESTER                    | RN DIVISION |
| <ol> <li>14</li> <li>15</li> <li>16</li> <li>17</li> <li>18</li> <li>19</li> <li>20</li> <li>21</li> <li>22</li> <li>23</li> <li>24</li> </ol> | Amazon Content Services, LLC;<br>Columbia Pictures Industries, Inc.;<br>Disney Enterprises, Inc.; Netflix<br>Studios, LLC; Paramount Pictures<br>Corporation; Sony Pictures Television<br>Inc.; Twentieth Century Fox Film<br>Corporation; Universal City Studios<br>Productions LLLP; Universal Cable<br>Productions LLC; Universal Television<br>LLC; Warner Bros. Entertainment Inc.,<br>Plaintiffs,<br>vs.<br>Set Broadcast, LLC d/b/a Setvnow;<br>Jason Labossiere; Nelson Johnson,<br>Defendants.                                    | CON     | e No.<br>MPLAINT<br>MAND FOR J | JURY TRIAL  |
| 25   |  |         |                                |             |
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|  | COM  | IPLAINT |                                |             |

Plaintiffs Amazon Content Services, LLC ("Amazon"); Columbia Pictures 1 Industries, Inc. ("Columbia"); Disney Enterprises, Inc. ("Disney"); Netflix Studios, 2 3 LLC ("Netflix"); Paramount Pictures Corporation ("Paramount"); Sony Pictures Television Inc. ("Sony Pictures Television"); Twentieth Century Fox Film 4 5 Corporation ("Fox"); Universal City Studios Productions LLLP, Universal Cable Productions LLC, and Universal Television LLC, (collectively, "Universal"); and 6 Warner Bros. Entertainment Inc. ("Warner Bros.") (collectively, "Plaintiffs") bring 7 8 this Complaint against Set Broadcast, LLC d/b/a Setvnow, Jason Labossiere, and 9 Nelson Johnson (Labossiere and Johnson are referred to jointly as the "Individual Defendants," and the Individual Defendants and Set Broadcast, LLC are referred to 10 collectively as "Defendants") under the Copyright Act (17 U.S.C. § 101 et seq.). 11 This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338(a), 12 13 and 17 U.S.C. § 501(b). Plaintiffs allege, on personal knowledge as to themselves and information and belief as to others, as follows: 14 15 **INTRODUCTION** Defendants market and sell subscriptions to "Setvnow," a software 16 1. application that Defendants urge their customers to use as a tool for the mass 17 18 infringement of Plaintiffs' copyrighted motion pictures and television shows ("Copyrighted Works"). Defendants tell customers that for "only \$20/month," 19 20 customers can "Stream over 500 live channels" of television and "Thousands of On Demand entertainment options," all with "No long term commitments," "No 21 activation fees," "No cancellation fees," and "No credit check." Defendants 22 23 encourage their customers to download and install Setvnow on their mobile devices, 24 computers, and other computer hardware devices. 25 26 27

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9 2. To attract customers who would prefer a preloaded box, Defendants
also market and sell "ST-110 Set Top Box" computer hardware devices that come
preloaded with the Setvnow software. Defendants tell "customers who want more
of a cable box experience" that for just \$89, they can "simply turn it on and watch
TV" without having to do anything more than "PLUG AND PLAY."

3. Whether their customers choose a subscription or a preloaded box,
what Defendants actually sell is illegal access to Plaintiffs' Copyrighted Works.
When used as Defendants intend and instruct, Setvnow gives Defendants' customers
access to sources that stream Plaintiffs' Copyrighted Works without authorization.
These streams are illegal public performances of Plaintiffs' Copyrighted Works.

19 4. For the customers who use Setvnow, the service provides hallmarks of 20 using authorized streaming services-a user-friendly interface and reliable access to 21 popular content—but with a notable exception: the customers only pay money to 22 Defendants, not to Plaintiffs and other content creators upon whose copyrighted 23 works Defendants' business depends. Plaintiffs bring this action to stop 24 Defendants' intentional inducement of, and knowing and material contribution to, 25 the widespread infringement of Plaintiffs' rights. 26 THE PARTIES

27
5. Plaintiff Amazon Content Services, LLC is a corporation duly
28
incorporated under the laws of the State of Delaware with its principal place of

business in Seattle, Washington. Amazon owns or controls the copyrights or
 exclusive rights in the content that it or its affiliates produce or distribute.

6. Plaintiff Columbia Pictures Industries, Inc. is a corporation duly
incorporated under the laws of the State of Delaware with its principal place of
business in Culver City, California. Columbia owns or controls the copyrights or
exclusive rights in the content that it or its affiliates produce or distribute.

7 7. Plaintiff Disney Enterprises, Inc. is a corporation duly incorporated
8 under the laws of the State of Delaware with its principal place of business in
9 Burbank, California. Disney owns or controls the copyrights or exclusive rights in
10 the content that it or its affiliates produce or distribute.

8. Plaintiff Netflix Studios, LLC is a corporation duly incorporated under
 the laws of the State of Delaware with its principal place of business in Los Gatos,
 California. Netflix owns or controls the copyrights or exclusive rights in the content
 that it or its affiliates produce or distribute.

9. Plaintiff Paramount Pictures Corporation is a corporation duly
 incorporated under the laws of the State of Delaware with its principal place of
 business in Los Angeles, California. Paramount owns or controls the copyrights or
 exclusive rights in the content that it or its affiliates produce or distribute.

19 10. Plaintiff Sony Pictures Television Inc. is a corporation duly
20 incorporated under the laws of the State of Delaware with its principal place of
21 business in Culver City, California. Sony Pictures Television owns or controls the
22 copyrights or exclusive rights in the content that it or its affiliates produce or
23 distribute.

11. Plaintiff Twentieth Century Fox Film Corporation is a corporation duly
incorporated under the laws of the State of Delaware with its principal place of
business in Los Angeles, California. Fox owns or controls the copyrights or
exclusive rights in the content that it or its affiliates produce or distribute.

1 12. Plaintiff Universal City Studios Productions LLLP is a limited liability
 2 limited partnership duly organized under the laws of the State of Delaware with its
 3 principal place of business in Universal City, California. Universal City Studios
 4 Productions LLLP owns or controls the copyrights or exclusive rights in the content
 5 that it or its affiliates produce or distribute.

6 13. Plaintiff Universal Cable Productions LLC (formerly known as
7 Universal Network Television LLC) is a limited liability company duly organized
8 under the laws of the State of Delaware with its principal place of business in
9 Universal City, California. Universal Cable Productions LLC owns or controls the
10 copyrights or exclusive rights in the content that it or its affiliates produce or
11 distribute.

12 14. Plaintiff Universal Television LLC is a limited liability company duly
13 organized under the laws of the State of New York with its principal place of
14 business in Universal City, California. Universal Television LLC owns or controls
15 the copyrights or exclusive rights in the content that it or its affiliates produce or
16 distribute.

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

16. Plaintiffs have obtained Certificates of Copyright Registration for their
Copyrighted Works. Exhibit A contains a representative list of titles, along with
their registration numbers, as to which Defendants have contributed to and induced
infringement and continue to contribute to and induce infringement.

17. Defendant Set Broadcast, LLC is a corporation duly incorporated under
the laws of the State of Florida with its principal place of business at 11125 Park
Blvd., Suite 104-148, Seminole, Florida 33772. Defendant Set Broadcast, LLC does

business under the name Setvnow and operates an interactive website available at
 http://www.setvnow.com.

3 18. Defendant Jason Labbosiere is the owner and operator of Set
4 Broadcast, LLC. Labossiere is a resident of Largo, Florida.

5 19. Defendant Nelson Johnson is an employee and former authorized
6 manager of Set Broadcast, LLC. Johnson is a resident of Riverview, Florida.

7

#### JURISDICTION AND VENUE

8 20. This Court has subject matter jurisdiction over this Complaint pursuant
9 to 28 U.S.C. §§ 1331, 1338(a), and 17 U.S.C. § 501(b).

10 21. Defendants knowingly and intentionally targets Plaintiffs and the State of California by openly encouraging Setvnow customers in California, among other 11 places, to obtain streams of infringing content. Defendants intend that their 12 13 customers will use Setvnow overwhelmingly to stream infringing performances of Plaintiffs' Copyrighted Works. Defendants know and intend that their activities will 14 cause significant harm in the State of California, which is the locus of most of 15 16 Plaintiffs' production and distribution operations. Setvnow also uses Plaintiffs' or their affiliates' trademarks for television channels (e.g., the Disney Channel) to 17 18 demonstrate the range of available infringing content.

19 22. Setvnow advertises, sells, and provides its subscriptions and "ST-110
20 Set Top Boxes" to California residents. It also provides ongoing technical support
21 and updates to California residents. Defendants use the services of companies in
22 California, including Facebook and YouTube, to advertise and promote Setvnow to
23 potential customers in California.

24 23. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and
25 1400(a).
26

- 27
- 28

#### FACTUAL OVERVIEW

#### 2 Plaintiffs and Their Copyrighted Works

3 24. Plaintiffs or their affiliates produce and distribute some of the most
4 popular and critically acclaimed motion pictures and television shows in the world.

5 25. Plaintiffs or their affiliates have invested (and continue to invest)
6 substantial resources and effort each year to develop, produce, distribute, and
7 publicly perform their Copyrighted Works.

8 26. Plaintiffs or their affiliates own or have the exclusive U.S. rights
9 (among others) to reproduce, distribute, and publicly perform their Copyrighted
10 Works, including by means of streaming those works over the Internet to the public.

11 27. Plaintiffs authorize the distribution and public performance of their Copyrighted Works in various formats and through multiple distribution channels, 12 13 including, by way of example: (a) for exhibition in theaters; (b) through cable and direct-to-home satellite services (including basic, premium, and "pay-per-view"); 14 (c) through authorized, licensed Internet video-on-demand services, including those 15 16 operated by iTunes, Google Play, Hulu, VUDU, Netflix, Inc. and Amazon.com, Inc.; (d) for private home viewing on DVDs and Blu-ray discs; and (e) for broadcast 17 18 on television.

19 28. Plaintiffs have not authorized Defendants, the operators of the sources
20 to which Setvnow links, or Defendants' customers, to exercise any of Plaintiffs'
21 exclusive rights under the Copyright Act.

## 22 Defendants' Inducement of and Contribution to the Infringement of Plaintiffs' 23 Copyrighted Works

24

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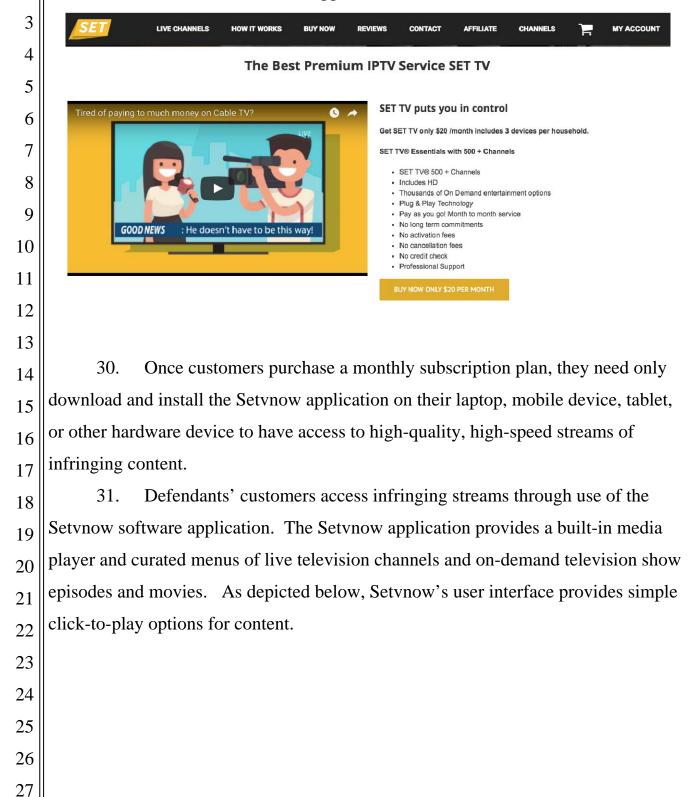
The Setvnow Experience

25 29. Defendants promote Setvnow as a substitute for cable television
26 subscriptions, telling customers that for "ONLY \$20 PER MONTH," customers will
27 have "Thousands of On Demand entertainment options" and "500 + Channels" with

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"No long term commitments," "No activation fees," "No cancellation fees," "No
 Credit Check," and "Professional Support."



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|---------------|--|---------------|--------------------------|--------------------|-----------------------|
|               | Generic EXPIRES IN 9 MONTHS                                | 21:34 Lo      | s Angeles, United States |                    | 66°F / 57°F clear sky |
| 1             | TV   | VOD RADIO     | CATCHUP E                |                    | 2 d<br>2 d            |
| 2             | 🕮 DISNEY CHANNEL USA                                       | CATE          | EGORIES CH               | HANNELS            | Search                |
| 2             |  | ALL           |                          | 39 BLOOMBERG       | 0 PBS 40 PBS          |
| 3             |  | ENG           | LISH                     | tvo 41 TVO         | 42 YTV                |
| 4             |  | SPO           | RTS                      | 43 FAMILY          | main 44 FAMILY JR     |
| _             |  | SPAN          | NISH                     | 15 FAMILY CHARGED  | 46 DISNEY CHANNEL     |
| 5             |  | USA           | 3                        | 47 DISNEY CHANNEL  | 48 DISNEY XD          |
| 6             |  | UK            |                          | 49 DISNEY XD USA   | 50 DISNEY JR USA      |
|               |  | FILIE         | PINO                     | 51 DISNEY JR       | 52 NICKTOONS          |
| 7             | Good Luck Charlie  | ADU           |                          | ick 55 NICKELODEON | 57 TELETOON           |
| 8             | Whats Next   |               |                          | 58 TREEHOUSE       | 59 BOOMERANG          |
|               | 22:00 - 22:30 Bunk'd                                       |               |                          | 60 SPROUT USA      | 61 W NETWORK          |
| 9             | 22:30 - 23:00 Bizaardvark                                  |               |                          |                    | Sice 63 SLICE TV      |
|               | 23:00 - 23:30 K.C. Undercover                              |               |                          |                    |                       |
| 0             | 23:30 - 00:00 Liv and Maddie                               |               |                          | 64 OWN USA         | OWN 65 OWN            |
| 1             | 00:00 - 00:30 Austin & Ally<br>00:30 - 01:00 Austin & Ally |               |                          | 67 THE SHOPPING C  | FORM 68 FREE FORM     |
| 1             | 01:00 - 01:30 Andi Mack                                    |               |                          | TUTTION B          |                       |
| $2 \parallel$ |  |               |                          |                    |                       |

32. When a user selects any of the menu links above, Setvnow begins
streaming the selected content from third-party sources. These sources capture live
transmissions of the above-listed television channels, convert the copies of the
television programs into streaming-friendly formats, and then retransmit the entirety
of the live broadcasts over the Internet. In the screenshot above, a customer who
simply clicked once on "DISNEY CHANNEL" would have instant access to a live
stream of the Disney Channel.

19 33. For its on-demand options, Setvnow relies on third-party sources that
20 illicitly reproduce copyrighted works and then provide streams of popular content
21 such as movies still exclusively in theaters and television shows.

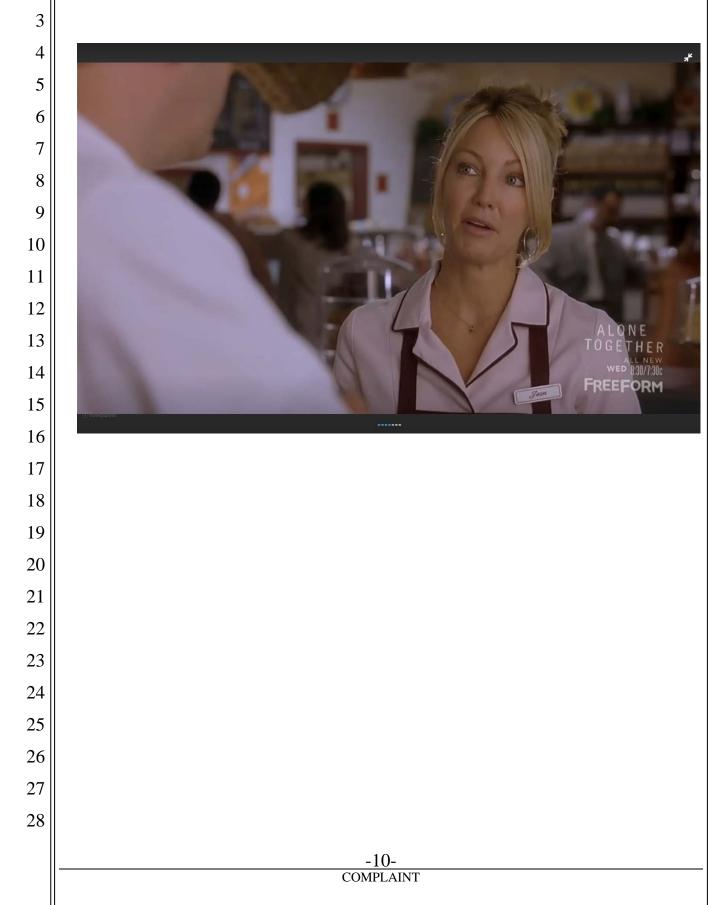
34. Defendants' customers use Setvnow as follows. First, the customer
downloads the Setvnow application on his or her laptop, mobile device, tablet, or
other hardware device. The customer then inputs his or her login information.
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26
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COMPLAINT

35. Upon login, Setvnow presents the customer with an easy-to-navigate
 user interface, with top-menu selections that include "TV" and "VOD":

| 3  | Generic EXPIRES IN 9 MONTHS  | 21:34 Los Angeles, United States |                     | 66°F / 57°F clear sky 🐺 |
|----|--|----------------------------------|---------------------|-------------------------|
| 4  | TV   | VOD RADIO CATCHUP                |                     | XX.                     |
| 5  |  |                                  |                     |                         |
|    | FORM FREE FORM   | CATEGORIES                       | CHANNELS            | Search                  |
| 6  |  | ALL                              | 49 DISNEY XD USA    | 50 DISNEY JR USA        |
| 7  |  | ENGLISH                          | States 51 DISNEY JR | 52 NICKTOONS            |
| 8  |  | SPORTS                           | nick 55 NICKELODEON | 57 TELETOON             |
|    | Vien   | SPANISH                          | 10 58 TREEHOUSE     | 59 BOOMERANG            |
| 9  |  | ALONE<br>TOGETHER<br>UK          | 60 SPROUT USA       | 61 W NETWORK            |
| 10 | ⊙ flowplayer   | FREEFORM                         | (XINT) 62 COSMO TV  | 63 SLICE TV             |
| 11 | The Perfect Man  | ADULT                            | 64 OWN USA          | OWN 65 OWN              |
|    | Whats Next   |                                  | 67 THE SHOPPING C   | FREE 68 FREE FORM       |
| 12 | 23:00 - 23:30 Paid Programming   |                                  | 69 DESTINATION AM   |                         |
| 13 | 23:30 - 00:00 Paid Programming<br>00:00 - 01:00 The 700 Club               |                                  | GSN 71 GSN USA      | 73 VISION               |
| 14 | 01:00 - 02:00 Paid Programming   |                                  | TOUR 74 DTOUR       | TS HGTV USA             |
| 14 | 02:00 - 02:30 Joseph Prince<br>02:30 - 03:00 Life Today With James Robison |                                  |                     |                         |
| 15 |  |                                  |                     |                         |
| 16 |  |                                  |                     |                         |
| 17 | 36. From the "T  | V" page, Defendants' cu          | stomers can sele    | ct any one of the       |
|    | "500+ channels" of live te   | elevision including Plai         | ntiffs' convrighte  | ed television           |
| 18 |  |                                  |                     |                         |
| 19 | programs. In addition to   | the channel guide on the         | e right-side of the | e media player,         |
| 20 | Setvnow also offers its cu   | stomers a "Whats Next"           | " menu below the    | e media player.         |
| 21 |  |                                  |                     |                         |
| 22 |  |                                  |                     |                         |
| 23 |  |                                  |                     |                         |
| 24 |  |                                  |                     |                         |
| 25 |  |                                  |                     |                         |
| 26 |  |                                  |                     |                         |
|    |  |                                  |                     |                         |
| 27 |  |                                  |                     |                         |
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|    |  | COMPLAINT                        |                     |                         |
|    |  |                                  |                     |                         |

37. Setvnow's built-in media player can be expanded to full-screen for a
 high-quality streaming and viewing experience.



38. On the "VOD" page, Setvnow presents customers curated menu of on demand television shows and movies, organized into categories such as "NEW
 RELEASES," "TV SHOWS," "ACTION," "FAMILY," and "COMEDY."

| 4  |   |  |
|----|---|--|
| 5  | Generic EXPIRES IN 7 MONTHS 8:30 Los Angeles, United States 68°F / 60°F clear sky |  |
| 6  | TV VOD RADIO CATCHUP EPG SETTINGS   |  |
| 7  | CATEGORIES MOVIES   |  |
| 8  | ALL Search  |  |
| 9  | NEW RELEASES  |  |
|    | TV SHOWS    PORTUGUESE  |  |
| 10 | ACTION Furlough   |  |
| 11 | FAMILY  |  |
| 12 | COMEDY<br>CLASSIC   |  |
| 13 | THRILLER Breadwinner  |  |
| 14 |   |  |
| 15 | ROMANCE<br>DRAMA  |  |
| 16 | SCI-FI  |  |
| 17 |   |  |
| 18 |   |  |
| 19 | 39. On April 10, 2018, a Setvnow customer who selected the "NEW                   |  |
|    | RELEASES" category would have had the ability to access immediately hundreds      |  |
| 20 | of titles, including movies still in theaters.                                    |  |
| 21 | 40. Defendants' customers use Setvnow for intended and unquestionably             |  |
| 22 | infringing purposes, most notably to obtain immediate, unrestricted, and          |  |
| 23 | unauthorized access to unauthorized streams of Plaintiffs' Copyrighted Works.     |  |
| 24 | Defendants Intentionally Induce Mass Infringement of Plaintiffs'                  |  |
| 25 | Copyrighted Works   |  |
| 26 | 41. Defendants promote the use of Setvnow for overwhelmingly, if not              |  |
| 27 |   |  |
| 28 | exclusively, infringing purposes, and that is how their customers use Setvnow.    |  |
|    |   |  |
|    | -11-<br>COMPLAINT   |  |
|    |   |  |

42. Defendants advertise Setvnow as a substitute for authorized and
 legitimate distribution channels such as cable television or video-on-demand
 services like Amazon Prime Video and Netflix. Defendants urge Setvnow
 customers to stream infringing content. Defendants tell customers in promotional
 videos that customers can "start enjoying live TV and videos on demand easily and
 conveniently,"<sup>1</sup> and that Setvnow will "provide the on-demand television shows and
 movies that you were looking for."<sup>2</sup>

8 43. Defendants also pay for sponsored reviews to reach a broader audience of customers. For example, in one sponsored review with over 80,000 video views, 9 10 the paid reviewer explains to potential customers that "another huge win for Set  $TV^{[3]}$  is this on-demand feature and there are new movies, new releases that you can 11 see ... so some things that you might have to rent somewhere else it's free here in 12 13 your \$20 subscription per month and your favorite TV shows are here too," including "some Netflix exclusive shows."<sup>4</sup> In another sponsored review with over 14 120,000 video views, the sponsored reviewer promotes Setvnow as a quick and easy 15 way to access on demand movies: "You have new releases right there and you 16 simply click on the movie ... you click it and click on play again and here you have 17 the movie just like that in 1 2 3 in beautiful HD quality."<sup>5</sup> This same reviewer 18 19 20 SET TV NOW Sales, Tired of Paying to much money on Cable TV (posted May 4, 2017) https://www.youtube.com/watch?v=xtLZNF6rxyo 21

- 22 SET TV NOW Sales, *Install Set TV on Android Box 2018 Guide* at 7:30 (posted Feb. 24, 2018), https://www.youtube.com/watch?v=uRdbBAvFHgE
- $\begin{bmatrix} 23 \\ 24 \end{bmatrix}$ <sup>3</sup> The sponsored reviewers sometimes use "Set TV" as shorthand for the Setvnow application.
- 25 SET TV NOW Sales, *Best IPTV Cable Killer Set TV 500+ Channels for \$20!* at 3:50-4:28 (posted Oct. 11, 2017)
- $^{26}$  || https://www.youtube.com/watch?v=ZghyFUrrbwY&t=24s
- 27 5 SET TV NOW Sales, *4 1* at 1:51 (posted Apr. 19, 2017)
- 28 https://www.youtube.com/watch?v=BBy-4fx\_I\_8

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|-----------|
| COMPLAINT |

1 promotes the ease of downloading and installing the Setvnow application,

explaining that "it only takes ten seconds, literally."<sup>6</sup> Another sponsored review
with over 64,000 video views exclaims to potential customers that Setvnow provides
"episode after episode of TV show after TV show and you can go and find the ones
that you want and of course the newer releases."<sup>7</sup> The review goes on to highlight
"the quality [and] the speed" of Setvnow, and explains that the service "work[s]
beautifully" because Setvnow "has their own servers which means they're able to
put this out and do a good job with it."<sup>8</sup>

9 44. Defendants release and promote software updates to the Setvnow
10 application as a means of ensuring the quality of streams through Setvnow. On their
11 Facebook page, Defendants explain that "Developers are currently doing a patch ...
12 as we are trying to improve our service."<sup>9</sup>

13 45. The commercial value of Defendants' business depends on highvolume use of unauthorized content through the Setvnow application. Defendants 14 15 promise their customers reliable and convenient access to all the content they can 16 stream; customers purchase Setvnow subscriptions based on Defendants' success-17 which Defendants tout and promote—in connecting their customers to infringing 18 content. Customers renew their monthly subscriptions because Setvnow connects these customers to high-speed and high-quality streams of infringing content. 19 Defendants also solicit individuals to serve as authorized affiliates and re-sellers of 20 21 Setvnow through the "SET TV Re-Seller & Affiliate Program" by highlighting the 22 23 <sup>6</sup> *Id.* at 3:00. 24 <sup>7</sup> SET TV NOW Sales, *1 1* at 1:50 (Apr. 19, 2017) 25 https://www.youtube.com/watch?v=7CLTs08Uhfg <sup>8</sup> *Id*. 26 27 Setvnow (posted Dec. 9, 2017) https://www.facebook.com/ordersetvnow/posts/268649086997443 28

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increasing popularity of Setvnow and the ease of making hundreds of dollars in
 commissions.<sup>10</sup>

3 46. Defendants also encourage users to "Refer your friends and family to
4 SET TV to earn rewards and cash" in the Setvnow application.

| 6   | Generic EXPIRES IN 7 MONTHS   | 8:29 Los Angeles, United Stat  | es   | 68°F / 60°F clear sky 👾   |
|---|---|--|--|---|
| 7   | TV VOE  | D RADIO CATCHUP  |  | 11  |
| 8   | SET INFO  | CATEGORIES   | CHANNELS   | Search  |
| 9   |   | ALL  | SET 1 SET INFO   | 2 WEATHERNATION   |
|   | Friends do not let friends<br>pay too much money for  | ENGLISH  | <b>CP24</b> 3 CP24   | OMNI 1  |
| 0   | Cable TV! Refer your friends and family to  | SPORTS   | OMNI 2 5 OMNI 2  | <b>6 CTV</b> 6 CTV  |
| $1 \parallel$   | SET TV to earn rewards and cash!  | SPANISH  | 1 CTV 2  | NEWS 8 CTV NEWS   |
|   | Signup Now!   | USA  | Citytv 9 CITY  | Global 10 GLOBAL  |
| 2   | Earn \$2 per referral. Visit affiliate.setvnow.com  | FRENCH   | 11 CBC   | 12 CBC NEWS   |
| 3   | - Ban   | UK   | 13 BBC NEWS  | 14 ALJAZEERA NEWS   |
|   |   | FILIPINO   | AMERICA 15 BBC AMERICA USA   | MSNBC 16 MSNBC  |
| 4   |   | ADULT  | 18 CNBC  | <b>CNN</b> 19 CNN   |
| 5   |   |  | BNN 20 BNN   | 21 ABC  |
| 5   |   |  | NRC 22 NBC   | CENS 23 CBS   |
| 6   |   |  | 105 24 TBS   | 25 MY 13 USA  |
| 11  |   |  |  |   |
| 8   | 47. Defendants' rev<br>and continued monthly subsc  | venues grow based riptions. The dem  |  |   |
| 20  | and continued monthly subsc<br>Defendants' promise of all-in  | riptions. The dem  | on increase in der<br>and for Setvnow i<br>nfringing content                                       | mand for Setvnov<br>s directly driven<br>for only \$20 per                      |
| 8<br>9<br>0   | and continued monthly subsc   | riptions. The dem  | on increase in der<br>and for Setvnow i<br>nfringing content                                       | mand for Setvnov<br>s directly driven<br>for only \$20 per                      |
| 8<br>9<br>0   | and continued monthly subsc<br>Defendants' promise of all-in  | criptions. The dem<br>aclusive access to i<br>and on and form an                         | on increase in der<br>and for Setvnow i<br>nfringing content<br>integral part of ar                | mand for Setvnov<br>s directly driven<br>for only \$20 per                      |
| 8<br>9<br>1<br>2  | and continued monthly subsc<br>Defendants' promise of all-in<br>month. These promises depe                                  | criptions. The dem<br>aclusive access to i<br>and on and form an                         | on increase in der<br>and for Setvnow i<br>nfringing content<br>integral part of ar                | mand for Setvnov<br>s directly driven<br>for only \$20 per                      |
| 8<br>9<br>1<br>2<br>3   | and continued monthly subsc<br>Defendants' promise of all-in<br>month. These promises depe                                  | criptions. The dem<br>aclusive access to i<br>and on and form an                         | on increase in der<br>and for Setvnow i<br>nfringing content<br>integral part of ar                | mand for Setvnov<br>s directly driven<br>for only \$20 per                      |
| 8<br>9<br>1<br>2<br>3<br>4<br>5                                   | and continued monthly subsc<br>Defendants' promise of all-in<br>month. These promises depe                                  | criptions. The dem<br>aclusive access to i<br>and on and form an                         | on increase in der<br>and for Setvnow i<br>nfringing content<br>integral part of ar                | mand for Setvnov<br>s directly driven<br>for only \$20 per                      |
| 8<br>9<br>1<br>2<br>3<br>4<br>5<br>6                              | and continued monthly subsc<br>Defendants' promise of all-in<br>month. These promises depe                                  | criptions. The dem<br>aclusive access to i<br>and on and form an                         | on increase in der<br>and for Setvnow i<br>nfringing content<br>integral part of ar                | mand for Setvnov<br>s directly driven<br>for only \$20 per                      |
| 8<br>9<br>1<br>2<br>3<br>4<br>5<br>6                              | and continued monthly subsc<br>Defendants' promise of all-in<br>month. These promises depe                                  | eriptions. The dem<br>inclusive access to i<br>and on and form an<br>Plaintiffs' Copyrig | on increase in der<br>and for Setvnow i<br>nfringing content<br>integral part of ar                | mand for Setvnov<br>s directly driven<br>for only \$20 per                      |
| 8       9       1       2       3       4       5       6       7 | and continued monthly subsc<br>Defendants' promise of all-in<br>month. These promises depe<br>on the mass infringement of I | eriptions. The dem<br>inclusive access to i<br>and on and form an<br>Plaintiffs' Copyrig | on increase in der<br>and for Setvnow i<br>nfringing content<br>integral part of ar<br>hted Works. | mand for Setvnov<br>s directly driven<br>for only \$20 per<br>n ecosystem built |
| 8       9       1       2       3       4       5       6       7 | and continued monthly subsc<br>Defendants' promise of all-in<br>month. These promises depe<br>on the mass infringement of I | eriptions. The dem<br>inclusive access to i<br>and on and form an<br>Plaintiffs' Copyrig | on increase in der<br>and for Setvnow i<br>nfringing content<br>integral part of an<br>hted Works. | mand for Setvnov<br>s directly driven<br>for only \$20 per<br>n ecosystem built |

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#### FIRST CAUSE OF ACTION

### (Intentionally Inducing the Infringement of Plaintiffs' Copyrighted Works, 17 U.S.C. § 106)

48. Plaintiffs incorporate herein by reference each and every averment contained in paragraphs 1 through 47 inclusive.

49. Defendants intentionally induce the infringement of Plaintiffs' 6 7 exclusive rights under the Copyright Act, including infringement of Plaintiffs' 8 exclusive right to publicly perform their Copyrighted Works. As intended and 9 encouraged by Defendants, Setvnow connects customers to unauthorized online 10 sources that stream Plaintiffs' Copyrighted Works. The operators of these source repositories directly infringe Plaintiffs' public performance rights by providing 11 unauthorized streams of the works to the public, including to Setvnow customers. 12 13 These operators, or others operating in concert with them, control the facilities and equipment used to store and stream the content, and they actively and directly cause 14 the content to be streamed when Setvnow customers click on a link for the content. 15

16 50. Defendants induce the aforementioned acts of infringement by
17 supplying the software application that facilitates, enables, and creates direct links
18 between Setvnow customers and the infringing operators of the streaming services,
19 and by actively inducing, encouraging and promoting the use of their software
20 application for blatant copyright infringement.

21 51. Defendants' intentional inducement of the infringement of Plaintiffs'
22 rights in each of their Copyrighted Works constitutes a separate and distinct act of
23 infringement.

52. Defendants' inducement of the infringement of Plaintiffs' Copyrighted
Works is willful, intentional, and purposeful, and in disregard of and with
indifference to the rights of Plaintiffs.

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

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

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

56. As a direct and proximate result of the foregoing acts and conduct,
Plaintiffs have sustained and will continue to sustain substantial, immediate and
irreparable injury, for which there is no adequate remedy at law. Unless enjoined
and restrained by this Court, Defendants will continue to induce infringement of
Plaintiffs' rights in their Copyrighted Works. Plaintiffs are entitled to injunctive
relief under 17 U.S.C. § 502.

16 SECOND CAUSE OF ACTION 17 (Contributory Copyright Infringement by Knowingly and Materially 18 Contributing to the Infringement of Plaintiffs' Copyrighted Works, 19 17 U.S.C. § 106) Plaintiffs incorporate herein by reference each and every averment 20 57. 21 contained in paragraphs 1 through 56 inclusive. Defendants have actual or constructive knowledge of third parties' 22 58. 23 infringement of Plaintiffs' exclusive rights under the Copyright Act. Defendants 24 knowingly and materially contribute to such infringing activity. 25 Defendants knowingly and materially contribute to the infringement of 59. Plaintiffs' exclusive rights under the Copyright Act, including infringement of 26Plaintiffs' exclusive right to publicly perform their works. Defendants design and 27 28 promote the use of the Setvnow software application to connect customers to

unauthorized online sources that stream Plaintiffs' Copyrighted Works. The
operators of these source repositories directly infringe Plaintiffs' public performance
rights by providing unauthorized streams of the works to the public, including to
Setvnow customers. The operators, or others operating in concert with them,
control the facilities and equipment used to store and stream the content, and they
actively and directly cause the content to be streamed when Setvnow customers
click on a link for the content.

60. Defendants knowingly and materially contribute to the aforementioned
acts of infringement by supplying the software application that facilitates,
encourages, enables, and creates direct links between Setvnow customers and
infringing operators of the streaming services, and by actively encouraging,
promoting, and contributing to the use of their devices for blatant copyright
infringement.

14 61. Defendants' knowing and material contribution to the infringement of
15 Plaintiffs' rights in each of their Copyrighted Works constitutes a separate and
16 distinct act of infringement.

17 62. Defendants' knowing and material contribution to the infringement of
18 Plaintiffs' Copyrighted Works is willful, intentional, and purposeful, and in
19 disregard of and with indifference to the rights of Plaintiffs.

20 63. As a direct and proximate result of the infringement to which
21 Defendants knowingly and materially contribute, Plaintiffs are entitled to damages
22 and Defendants' profits in amounts to be proven at trial.

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

27 65. Plaintiffs further are entitled to recover their attorneys' fees and full
28 costs pursuant to 17 U.S.C. § 505.

66. As a direct and proximate result of the foregoing acts and conduct,
 Plaintiffs have sustained and will continue to sustain substantial, immediate and
 irreparable injury, for which there is no adequate remedy at law. Unless enjoined
 and restrained by this Court, Defendants will continue to knowingly and materially
 contribute to the infringement of Plaintiffs' rights in their Copyrighted Works.
 Plaintiffs are entitled to injunctive relief under 17 U.S.C. § 502.

**PRAYER FOR RELIEF** 

8 WHEREFORE, Plaintiffs pray for judgment against Defendants and for the9 following relief:

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

13 2. For preliminary and permanent injunctions (a) enjoining Defendants and their officers, agents, servants, employees, attorneys, and all persons acting in 14 15 active concert or participation with them, from publicly performing or otherwise infringing in any manner (including without limitation by materially contributing to 16 or intentionally inducing the infringement of) any right under copyright in any of 17 18 Plaintiffs' Copyrighted Works, including without limitation by publicly performing 19 those works, or by distributing any software or providing any service or device that 20 does or facilitates any of the foregoing acts; and (b) impounding all ST-110 devices 21 in Defendants' possession, custody, or control, and any and all documents or other records in Defendants' possession, custody, or control relating to Defendants' 22 23 contribution to and inducement of the infringement of Plaintiffs' Copyrighted 24 Works.

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3. For prejudgment interest according to law.

4. For Plaintiffs' attorneys' fees and full costs incurred in this action
pursuant to 17 U.S.C. § 505.

-18-COMPLAINT

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|----|--|
| 1  | 5. For all such further and additional relief, in law or in equity, to which |
| 2  | Plaintiffs may be entitled or which the Court deems just and proper.         |
| 3  | DEMAND FOR JURY TRIAL  |
| 4  | Plaintiffs demand a trial by jury on all issues triable by jury.             |
| 5  | DATED: April 20, 2018 MUNGER, TOLLES & OLSON LLP                             |
| 6  | DATED. April 20, 2016 WONDER, TOLLES & OLSON LEF                             |
| 7  |  |
| 8  | By: /s/ Kelly M. Klaus   |
| 9  | KELLY M. KLAUS   |
| 10 | Attorneys for Plaintiffs   |
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|    | -19-<br>COMPLAINT  |
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# EXHIBIT A

| Title   | Copyright Registrant                  | Registration<br>Number | Registration<br>Date |
|---|---------------------------------------|------------------------|----------------------|
| Last Flag Flying                                | Amazon Content<br>Services, LLC       | PA 000-206-5192        | 11/30/2017           |
| The Wall  | Amazon Content<br>Services, LLC       | PA 000-204-3666        | 5/15/2017            |
| The Only Living<br>Boy in New York              | Amazon Content<br>Services, LLC       | PA 000-205-2210        | 9/7/2017             |
| Wonderstruck                                    | Amazon Content<br>Services, LLC       | PA 000-206-9723        | 11/22/2017           |
| Jumanji: Welcome to the Jungle                  | Columbia Pictures<br>Industries, Inc. | PA 000-207-2805        | 1/25/2018            |
| Men In Black II                                 | Columbia Pictures<br>Industries, Inc. | PA 1-089-930           | 7/3/2002             |
| After Earth                                     | Columbia Pictures<br>Industries, Inc. | PA 1-841-452           | 5/31/2013            |
| Heaven is For Real                              | Columbia Pictures<br>Industries, Inc. | PA 1-889-561           | 4/16/2014            |
| The Finest Hour                                 | Disney Enterprises, Inc.              | PA 1-989-069           | 5/27/2016            |
| Desperate<br>Housewives, Season<br>6, Episode 3 | Disney Enterprises, Inc.              | PA 1-657-587           | 10/28/2009           |
| Desperate<br>Housewives, Season<br>7, Episode 8 | Disney Enterprises, Inc.              | PA 1-711-737           | 12/8/2010            |
| Desperate<br>Housewives, Season<br>8, Episode 5 | Disney Enterprises, Inc.              | PA 1-657-587           | 1/9/2012             |
| Grey's Anatomy,<br>Season 1 Episode<br>Pilot    | Disney Enterprises, Inc.              | PA 1-268-281           | 4/12/2005            |
| Grey's Anatomy,<br>Season 2 Episode<br>214      | Disney Enterprises, Inc.              | PA 1-313-355           | 2/27/2006            |
| Grey's Anatomy,<br>Season 7, Episode 11         | Disney Enterprises, Inc.              | PA 1-729-231           | 3/29/2011            |

#### Amazon Content Services, LLC et al. v. Set Broadcast, LLC et al Representative List of Works

Exh A Page 1

| Title                                   | Copyright Registrant              | Registration<br>Number | Registration<br>Date |
|---|-----------------------------------|------------------------|----------------------|
| Okja                                    | Netflix Studios, LLC              | PA 2-069-657           | 9/18/2017            |
| Death Note                              | Netflix Studios, LLC              | PA 2-069-656           | 9/18/2017            |
| The OA, Season 1<br>Episode 1           | Netflix Studios, LLC              | PA 2-029-045           | 1/18/2017            |
| The OA, Season 1,<br>Episode 4          | Netflix Studios, LLC              | PA 2-029-047           | 1/18/2017            |
| Stranger Things,<br>Season 2, Episode 5 | Netflix Studios, LLC              | PA 2-009-919           | 9/26/2016            |
| Stranger Things,<br>Season 2, Episode 7 | Netflix Studios, LLC              | PA 2-009-943           | 9/26/2016            |
| 10 Cloverfield Lane                     | Paramount Pictures<br>Corporation | PA 1-978-288           | 3/14/2016            |
| Truman Show                             | Paramount Pictures<br>Corporation | PA 799-052             | 7/20/1998            |
| Star Trek Beyond                        | Paramount Pictures<br>Corporation | PA 1-994-401           | 7/21/2016            |
| Downsizing                              | Paramount Pictures<br>Corporation | PA 2-068-615           | 12/22/2017           |
| Breaking Bad,<br>Season 1, Episode 5    | Sony Pictures<br>Television Inc.  | PA 1-603-371           | 4/15/2008            |
| Breaking Bad,<br>Season 1, Episode 6    | Sony Pictures<br>Television Inc.  | PA 1-603-380           | 4/15/2008            |
| Breaking Bad,<br>Season 3, Episode 1    | Sony Pictures<br>Television Inc.  | PA 1-686-571           | 7/9/2010             |

| Title   | Copyright Registrant                       | Registration<br>Number | Registration<br>Date |
|---|--|------------------------|----------------------|
| Breaking Bad,<br>Season 4, Episode 3                              | Sony Pictures<br>Television Inc.           | PA 1-758-566           | 11/1/2011            |
| Modern Family,<br>Season 1, Episode 22                            | Twentieth Century Fox<br>Film Corporation  | PA 1-681-553           | 5/28/2010            |
| Modern Family,<br>Season 2, Episode 18                            | Twentieth Century Fox<br>Film Corporation  | PA 1-735-792           | 4/21/2011            |
| Modern Family,<br>Season 2, Episode 24                            | Twentieth Century Fox<br>Film Corporation  | PA 1-745-994           | 7/14/2011            |
| American Horror<br>Story, Season 4,<br>Episode 10                 | Twentieth Century Fox<br>Film Corporation  | PA 1-941-865           | 1/26/2015            |
| American Horror<br>Story, Season 5,<br>Episode 6                  | Twentieth Century Fox<br>Film Corporation  | PA 1-973-824           | 12/28/2015           |
| Aliens vs. Predator -<br>Requiem                                  | Twentieth Century Fox<br>Film Corporation  | PA 1-590-415           | 12/19/2007           |
| The Purge Election<br>Year  | Universal City Studios<br>Productions LLLP | PA 1-995-003           | 7/11/2016            |
| Jason Bourne -<br>Action  | Universal City Studios<br>Productions LLLP | PA 2-002-679           | 8/8/2016             |
| Law & Order:<br>Special Victims<br>Unit, Season 17,<br>Episode 2  | Universal Cable<br>Productions LLC         | PA 1-967-998           | 10/19/2015           |
| Law & Order:<br>Special Victims<br>Unit, Season 17,<br>Episode 12 | Universal Cable<br>Productions LLC         | PA 1-975-581           | 2/2/2016             |

| Title   | Copyright Registrant                | Registration<br>Number | Registration<br>Date |
|---|-------------------------------------|------------------------|----------------------|
| Law & Order:<br>Special Victims<br>Unit, Season 18,<br>Episode 15 | Universal Television<br>LLC         | PA 2-041-019           | 4/25/2017            |
| Law & Order:<br>Special Victims<br>Unit, Season 19,<br>Episode 5  | Universal Television<br>LLC         | PA 2-080-666           | 11/2/2017            |
| Mr. Robot, Season 1,<br>Episode 1                                 | Universal Network<br>Television LLC | PA 1-961-149           | 7/14/2015            |
| Mr. Robot, Season 1,<br>Episode 3                                 | Universal Network<br>Television LLC | PA 1-961-144           | 7/14/2015            |
| Mr. Robot, Season 2,<br>Episode 5                                 | Universal Cable<br>Productions LLC  | PA 2-003-757           | 8/17/2016            |
| Mr. Robot, Season 2,<br>Episode 7                                 | Universal Cable<br>Productions LLC  | PA 2-005-193           | 9/8/2016             |
| Famous in Love,<br>Season 1, Episode 1                            | Warner Bros.<br>Entertainment Inc.  | PA 2-031-323           | 5/4/2017             |
| Famous in Love,<br>Season 1, Episode 4                            | Warner Bros.<br>Entertainment Inc.  | PA 2-034-633           | 5/26/2017            |
| Fuller House, Season<br>1 Episode 1                               | Warner Bros.<br>Entertainment Inc.  | PA 1-985-460           | 4/26/2016            |
| Fuller House, Season<br>1 Episode 5                               | Warner Bros.<br>Entertainment Inc.  | PA 1-985-462           | 4/26/2016            |
| Supergirl, Season 1,<br>Episode 1                                 | Warner Bros.<br>Entertainment Inc.  | PA 1-972-266           | 12/22/2015           |
| Supergirl, Season 2,<br>Episode 8                                 | Warner Bros.<br>Entertainment Inc.  | PA 2-012-798           | 12/13/2016           |