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15 UNITED STATES DISTRICT COURT
16 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION
17

18 Netflix Studios, LLC; Amazon Content
Services, LLC; Columbia Pictures
19 Industries, Inc.; Disney Enterprises,
Inc.; Paramount Pictures Corporation;
20 Twentieth Century Fox Film
Corporation; Universal City Studios
21 Productions LLLP; Warner Bros.
Entertainment Inc.

22 Plaintiffs,
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24 vs.

25 Dragon Media Inc. d/b/a Dragon Box;
Paul Christoforo; Jeff Williams.

26 Defendants.
27
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Case No.

COMPLAINT

DEMAND FOR JURY TRIAL

1 Plaintiffs Netflix Studios, LLC (“Netflix”), Amazon Content Services, LLC
2 (“Amazon”), Columbia Pictures Industries, Inc. (“Columbia”), Disney Enterprises,
3 Inc. (“Disney”), Paramount Pictures Corporation (“Paramount”), Twentieth Century
4 Fox Film Corporation (“Fox”), Universal City Studios Productions LLLP
5 (“Universal”), and Warner Bros. Entertainment Inc. (“Warner Bros.”) (collectively,
6 “Plaintiffs”) bring this Complaint against Dragon Media Inc. d/b/a Dragon Box,
7 Paul Christoforo, and Jeff Williams (Christoforo and Williams are referred to
8 collectively as the “Individual Defendants,” and the Individual Defendants and
9 Dragon Media Inc. are referred to collectively as “Defendants”) under the Copyright
10 Act (17 U.S.C. § 101 et seq.). This Court has subject matter jurisdiction pursuant to
11 28 U.S.C. §§ 1331, 1338(a), and 17 U.S.C. § 501(b). Plaintiffs allege, on personal
12 knowledge as to themselves and information and belief as to others, as follows:

13 **INTRODUCTION**

14 1. Defendants market and sell “Dragon Box,” a computer hardware device
15 that Defendants urge their customers to use as a tool for the mass infringement of
16 the copyrighted motion pictures and television shows Plaintiffs own or have the
17 exclusive right(s) to reproduce, distribute, and/or publicly perform (“Copyrighted
18 Works”). Defendants tell customers to “Watch your Favourites Anytime For
19 FREE,” “Watch virtually every movie, Most in High Definition, TV Shows and
20 Sports ... and much more.” And Defendants promote the device as the means to
21 “cut your cable & save money,” and encourage customers to “Get rid of your
22 Premium Channels... [and] Stop paying for Netflix and Hulu.”

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2. Defendants sell illegal access to Plaintiffs' Copyrighted Works. It works like this: Defendants distribute and promote the Dragon Box device, the black box displayed in the bottom left-hand side of Defendants' ad shown above. Dragon Box uses software to link its customers to infringing content on the Internet. When used as Defendants intend and instruct, Dragon Box gives Defendants' customers access to multiple sources that stream Plaintiffs' Copyrighted Works without authorization. These streams are illegal public performances of Plaintiffs' Copyrighted Works.

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

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

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

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

18 13. Defendant Dragon Media Inc. is a corporation duly incorporated under
19 the laws of the State of California with its principal place of business at 2740
20 Circulo Santiago, Carlsbad, CA 92008. Defendant Dragon Media Inc. does business
21 under the name Dragon Box and operates an interactive website available at
22 <https://www.thedragonbox.com>.

23 14. Defendant Paul Christoforo is the president, owner, and operator of
24 Dragon Media Inc. Christoforo is a resident of Carlsbad, California.

25 15. Defendant Jeff Williams is an official reseller and authorized
26 distributor of Dragon Box devices and an affiliate of Dragon Media Inc. Williams is
27 a resident of Larkspur, California. Williams operates an interactive website known
28 as “West Coast Dragon Box, available at <http://www.westcoastdragonbox.com>.

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JURISDICTION AND VENUE

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

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

FACTUAL OVERVIEW

Plaintiffs and Their Copyrighted Works

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

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

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

21. Plaintiffs authorize the distribution and public performance of their Copyrighted Works in various formats and through multiple distribution channels, 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”); (c) through authorized, licensed Internet video-on-demand services, including those 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 on television.

22. Plaintiffs have not authorized Defendants, the operators of the third-party sites to which Dragon Box links, or Defendants’ customers, to exercise any of Plaintiffs’ exclusive rights under the Copyright Act, 17 U.S.C. § 106.

1 **Defendants’ Inducement of and Contribution to the Infringement of Plaintiffs’**
2 **Copyrighted Works**

3 *The Dragon Box Experience*

4 23. As advertised, Dragon Box is easy for customers to install and operate.
5 Customers need only connect Dragon Box to the Internet and a screen (e.g.,
6 computer monitor or television) to operate. Defendants’ marketing materials
7 describe the “QUICK & EASY INSTALL!” and explain to customers that “all you
8 need is an Internet connection and HDTV”:



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21 24. Defendants market Dragon Box as a device that gives their customers
22 direct access to “Free pay per view. Free movies still in theaters in HD and 3D.
23 Sports Packages, [and] Kids content.” Defendants boast that “All content is free”¹
24 for Dragon Box customers.

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26 ¹ The Dragon Box (April 9, 2014),
27 [https://www.facebook.com/TheDragonBox/photos/a.443840675745196.107374182](https://www.facebook.com/TheDragonBox/photos/a.443840675745196.1073741828.440184166110847/491300964332500/?type=3&theater)
28 [8.440184166110847/491300964332500/?type=3&theater](https://www.facebook.com/TheDragonBox/photos/a.443840675745196.1073741828.440184166110847/491300964332500/?type=3&theater).

1 25. The Dragon Box device primarily utilizes two types of software
2 programs. The first is a software media player called “Kodi.” Kodi is a third-party
3 “open source” media player, meaning that it operates with many different programs
4 and file formats. Kodi is recognized as the most popular media player for
5 supporting the second type of software program Dragon Box relies on: “addons.”
6 An addon is a software program that runs in conjunction with an underlying
7 software program (like Kodi) to provide functionality over and above the
8 functionality that the underlying software provides.

9 26. The Dragon Box device allows Defendants’ customers to access
10 “unlimited” “free” content through the use of the “Dragon Media” software
11 application. The Dragon Media application provides Defendants’ customers with a
12 customized configuration of the Kodi media player and a curated selection of the
13 most popular addons for accessing infringing content. These addons are designed
14 and maintained for the overarching purpose of scouring the Internet for illegal
15 sources of copyrighted content and returning links to that content. When Dragon
16 Box customers click those links, those customers receive unauthorized streams of
17 popular motion pictures and television shows.

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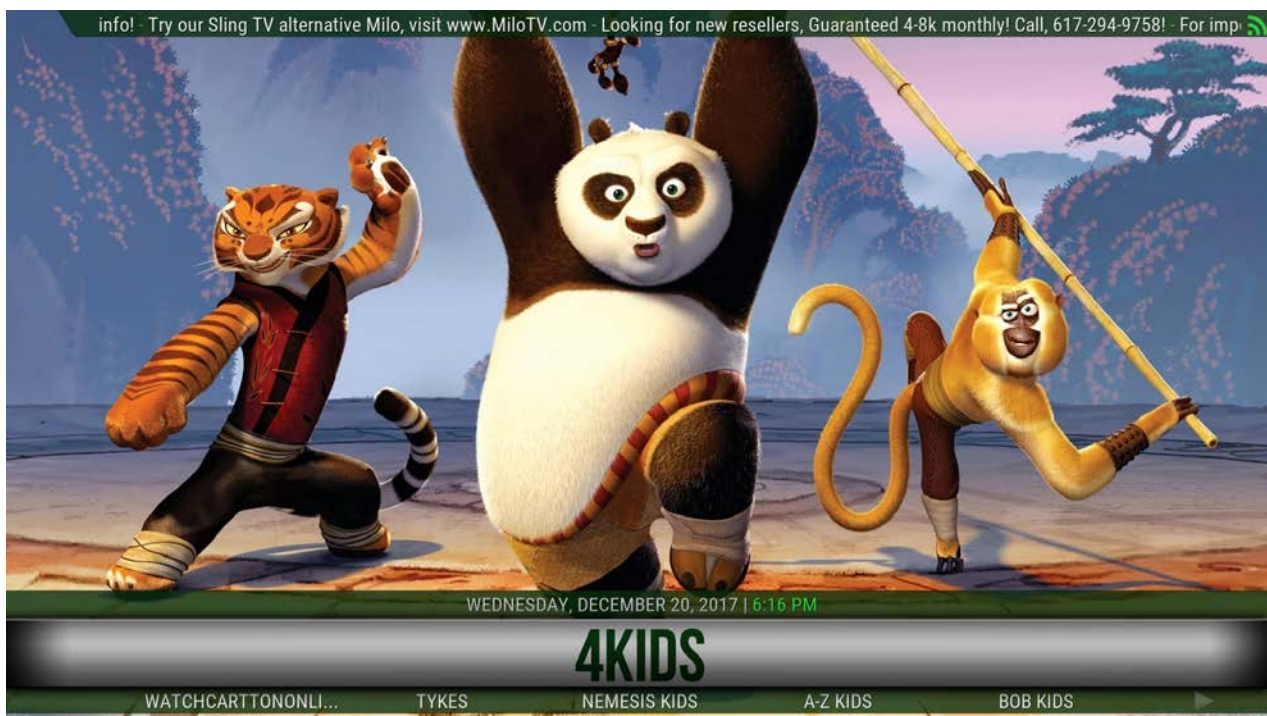
1 27. From the customer’s perspective, Dragon Box works as follows. First,
2 the customer boots up a newly delivered Dragon Box unit. As depicted below,
3 Dragon Box presents the customer with a menu that includes the “DRAGON
4 MEDIA” software application:



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15 When a customer selects “DRAGON MEDIA” for the first time, the device prompts
16 the customer to download the “DragonBox” software. After clicking through the
17 guided “Media Setup,” the device downloads and installs the latest version of
18 Dragon Media:



1 28. Once the Dragon Media software application has been downloaded and
 2 installed onto the Dragon Box device, the customer is presented a multi-page home
 3 screen that presents the customer with categories to select. These categories include
 4 “Sports,” “4Kids,” “Videos,” “IPTV,” and “TV Shows,” among others. The
 5 screenshot below shows the “4Kids” portion of this multi-page home screen. The
 6 buttons below the “4Kids” title are links to popular addons for accessing infringing
 7 content for children, including “WatchCartonsOnline,” “Tykes,” and “Nemesis
 8 Kids,” among others:



22 29. In total, Defendants provide customers with over 80 addons as part of
 23 their suite of Dragon Media addons to access all of the “Unlimited Shows, Movies,
 24 [and] Live Sporting events.”

25 30. Defendants’ customers use Dragon Box for intended and
 26 unquestionably infringing purposes, most notably to obtain immediate, unrestricted,
 27 and unauthorized access to unauthorized streams of Plaintiffs’ Copyrighted Works.

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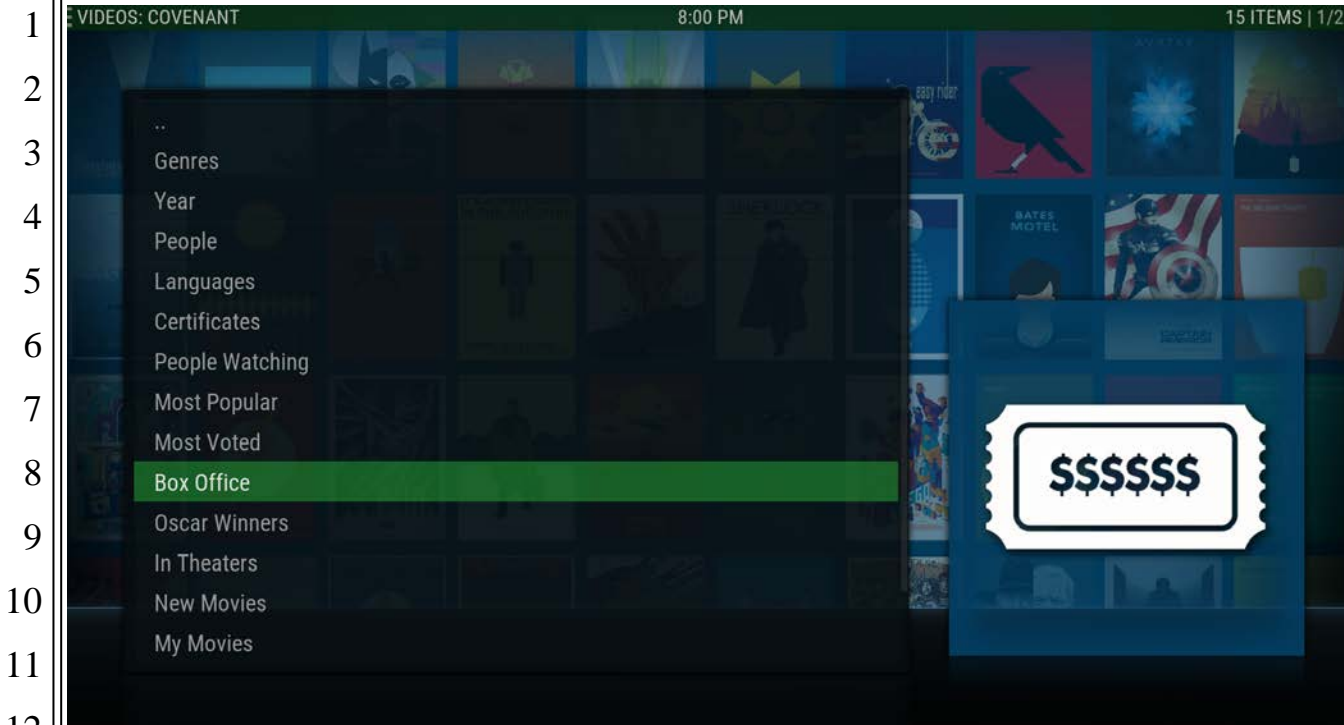
1 31. Covenant is a very popular addon for accessing infringing content. It is
2 one of the suite of addons that Dragon Box includes with the download and
3 installation of the Dragon Media software application. As depicted in the screenshot
4 below (in the red circle), the Dragon Media software application features Covenant
5 with a preinstalled shortcut on the main Dragon Box menu for “Videos”:



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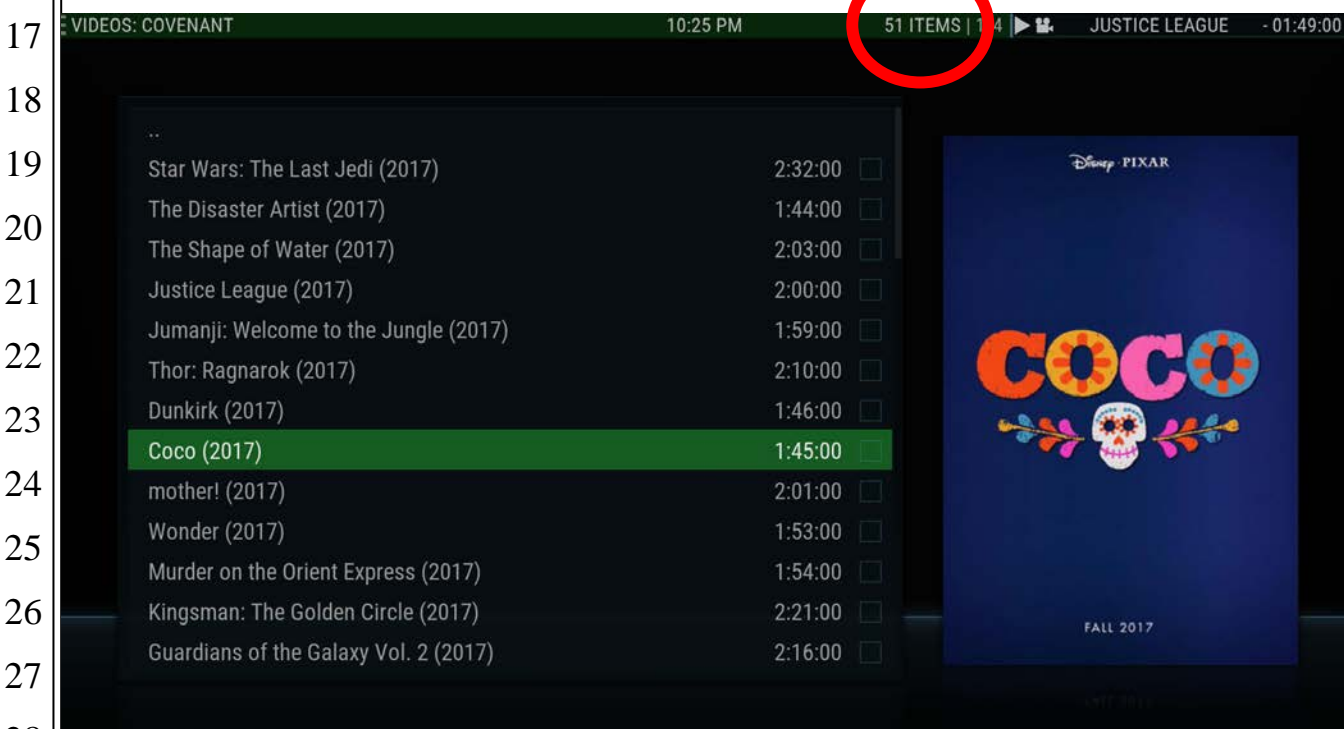
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19 32. The customer opens Covenant by clicking the shortcut button on the
20 Dragon Box home menu. Once opened, the customer sees the following welcome
21 screen, which features 15 different categories and search options. These curated
22 categories include selections of obviously popular and copyrighted content, such as
23 “Box Office,” “In Theaters,” and “New Movies”:



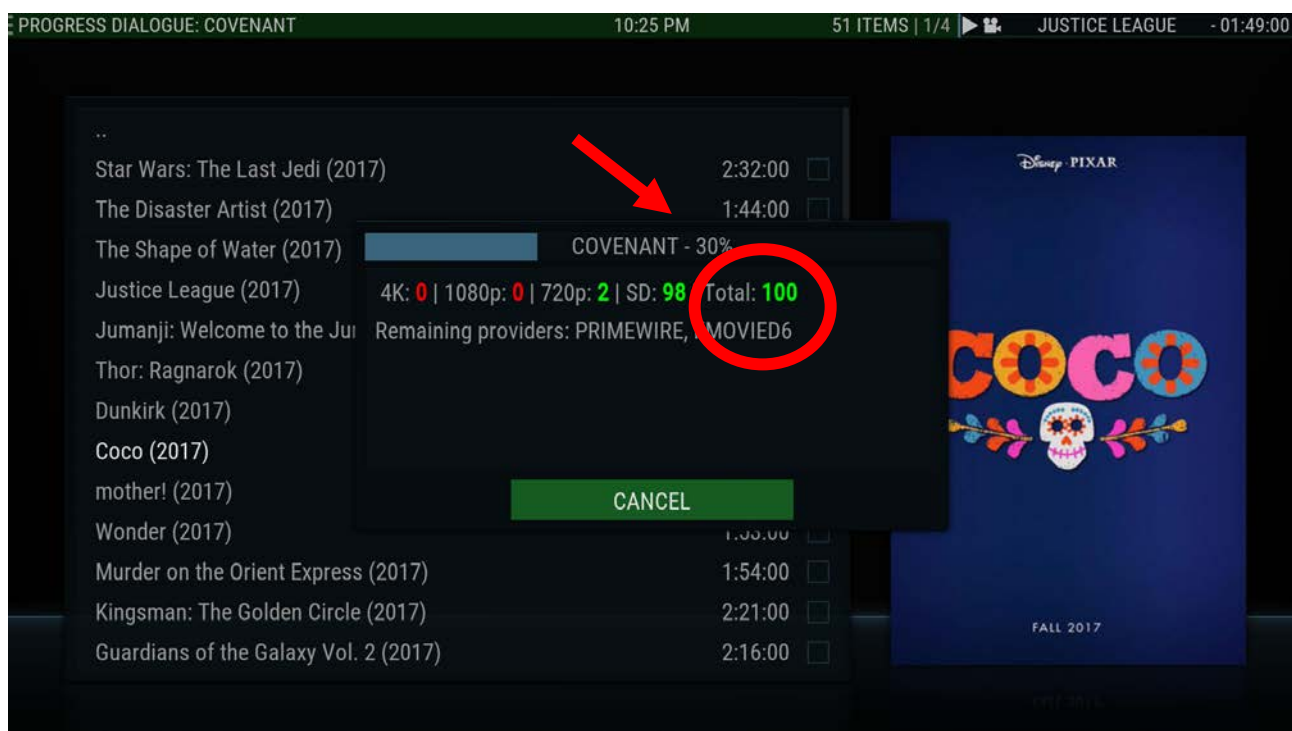
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33. A Dragon Box customer who selected the “In Theaters” category on December 19, 2017, would have viewed 51 curated results (as circled), the first page of which is depicted below:



1 34. Disney's *Coco*, one of the titles returned by selecting the "In Theaters"
 2 category, was released to theaters on November 22, 2017. As of December 19,
 3 2017, *Coco* was not authorized for in-home viewing via video-on-demand
 4 distribution, as its distribution was still limited exclusively to theaters. As of
 5 December 19, 2017, several other of the above-listed titles were also not authorized
 6 for video-on-demand distribution, as they were still being distributed exclusively to
 7 theaters.

8 35. Once the customer selects a particular title to stream, he or she has
 9 access to dozens of links to sources of unauthorized content. For example, the
 10 screenshot below shows the 100 results for *Coco*:

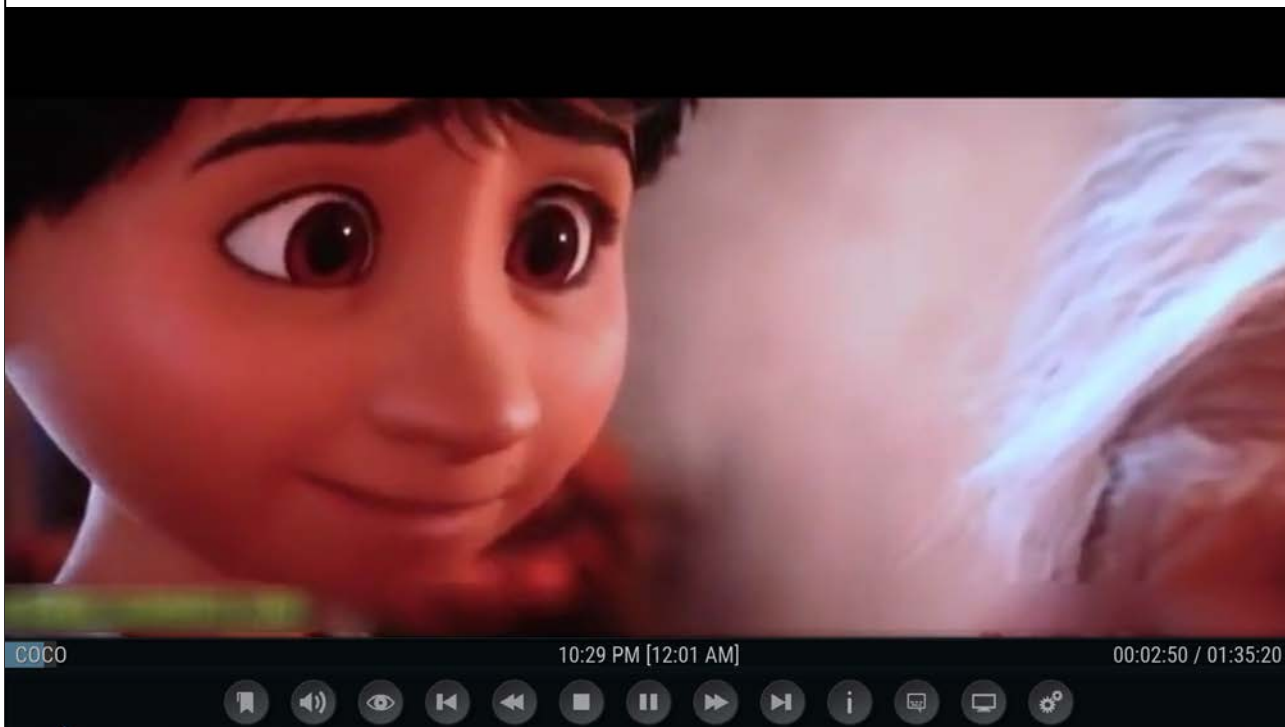


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 24 As the result of just one search, the customer would have had access to at least 100
 25 different unauthorized sources for streaming *Coco*, less than a month after the title's
 26 release to theaters.

27 36. The customer also has access to information about the sources of the
 28 unauthorized content, including whether the source streams content in high-

1 definition or standard-definition resolution. As depicted above, certain sources
2 indicate that they are “720P,” a high-definition resolution.

3 37. As depicted in the screenshot below, when the customer selects a
4 source for *Coco*, Dragon Box presents a user-friendly interface with buttons to fast-
5 forward, rewind, play, pause, stop, and turn on closed-captioning, among others.
6 With just a few clicks, the customer can access an infringing stream of a motion
7 picture that can be seen legally only in theatres:



1 ***Defendants Intentionally Induce Mass Infringement of Plaintiffs’***
2 ***Copyrighted Works***

3 38. Defendants promote the use of Dragon Box for overwhelmingly, if not
4 exclusively, infringing purposes, and that is how their customers use Dragon Box.

5 39. Defendants advertise Dragon Box as a substitute for authorized and
6 legitimate distribution channels such as cable television or video-on-demand
7 services like Amazon Prime and Netflix. Defendants blatantly tell prospective
8 customers to “Get rid of your Premium Channels... [and] Stop paying for Netflix
9 and Hulu,”² because Dragon Box offers customers the ability to stream “ANY TV
10 SHOW, MOVIE, SPORTING EVENT AND NOT HAVE A MONTHLY
11 BILL.”³ Defendants actively target authorized distribution channels like Netflix and
12 encourage customers to “[s]top paying a monthly subscription and stream whatever
13 you want, [when]ever you want.” Defendants market Dragon Box as a way to “cut
14 the cord and start saving \$\$\$!!!!” “Watch the shows you want! When you want!”
15 and do so with “NO CONTRACTS” “NO MONTHLY BILLS” and “NO
16 COMMERCIALS.” Defendants inform potential customers that once they purchase
17 Dragon Box, all of the content they stream is “All for FREE” and customers can
18 “get setup in less than five minutes.”
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24 ² The Dragon Box (Sept. 27, 2014),
25 [https://www.facebook.com/TheDragonBox/photos/a.443840675745196.107374182](https://www.facebook.com/TheDragonBox/photos/a.443840675745196.1073741828.440184166110847/585014294961166/?type=3&theater)
26 [8.440184166110847/585014294961166/?type=3&theater](https://www.facebook.com/TheDragonBox/photos/a.443840675745196.1073741828.440184166110847/585014294961166/?type=3&theater)

27 ³ The Dragon Box (Sept. 18, 2014),
28 [https://www.facebook.com/TheDragonBox/photos/a.443840675745196.107374182](https://www.facebook.com/TheDragonBox/photos/a.443840675745196.1073741828.440184166110847/579048178891111/?type=3&theater)
[8.440184166110847/579048178891111/?type=3&theater](https://www.facebook.com/TheDragonBox/photos/a.443840675745196.1073741828.440184166110847/579048178891111/?type=3&theater)

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NO CONTRACT

- STOP PAYING for channels you don't want or watch!
- Watch the shows you want! When you want!
- No more waiting a year for the latest seasons!
- STOP OVERPAYING FOR TV!

DRAGON BOX
CHANGE HOW YOU WATCH



**IT'S TIME TO CUT THE CORD
AND START SAVING \$\$\$!!!**



- NO CONTRACTS
- NO HIDDEN FEES
- NO MONTHLY BILL
- NO COMMERCIALS

DIGITAL
DRAGON BOX

* Internet Connection Required

1 40. Defendants urge Dragon Box customers to stream infringing content.
 2 Defendants’ promotional materials inform customers that “[y]ou get Free pay per
 3 view. Free movies still in theaters in HD and 3D. Sports Packages, Kids content &
 4 All content is free.” Defendants tell Dragon Box customers that they can “Watch
 5 What You Want When You Want With Dragon Box and Save \$\$” and access “Free
 6 Movies (In Theater)” “Free TV Shows commercial free from season one” and “so
 7 much more content”:



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 17 41. Defendant Williams tells customers on his West Coast Dragon Box
 18 website that customers can “WATCH MOVIES AT HOME THAT ARE STILL IN
 19 THEATRES!” and that the “movie selection is unlimited, if you’re looking for a
 20 classic or even movies currently in the theater!”⁴ Williams promises “FREE
 21 ACCESS TO MOVIES, TV SHOWS, LIVE SPORTS ... AND MORE.”⁵

22 42. Defendants also use their Facebook pages to announce software
 23 updates and advertise the availability of infringing content that is not yet available
 24 outside of theaters. For example, Defendant Christoforo, on the Dragon Box

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 26 ⁴ West Coast Dragon Box, <http://www.westcoastdragonbox.com> (last visited Jan. 9,
 27 2018).

28 ⁵ *Id.*

1 Facebook page, announced to Dragon Box customers on June 8, 2016 that
2 Universal's *Warcraft* was available to stream, though it was "Not Even in Theaters
3 Yet!!!" In that same post, Christoforo boasted that "Dragon Box [is] always
4 bringing you the latest and greatest blockbusters."⁶ *Warcraft* was not released to
5 theaters until June 10, 2016, and not authorized for on-demand streaming until
6 September 13, 2016.

7 43. Defendants promote Dragon Media Inc.'s regular updates to the
8 Dragon Media software application. These updates include changes to the addons
9 that the Dragon Media application features. Dragon Media Inc. frequently adds the
10 most popular and up-to-date addons to the Dragon Media application and makes
11 custom "tweaks" to ensure that Dragon Box customers will enjoy uninterrupted
12 access to the most popular and up-to-date addons to obtain access to infringing
13 streams any time. As Defendant Christoforo explained on the Dragon Box
14 Facebook page: "Our programmers are top notch when it comes to KODI and
15 Firmware and the Dragon Box."⁷ Defendant Dragon Media Inc. regularly releases
16 updates and "tweaks," and released one such update, for example, on October 17,
17 2017.⁸

18 44. Dragon Media Inc. also provides Dragon Box customers with access to
19 "premium" addons. For example, Dragon Media Inc. issues every Dragon Box
20 customer a user login and password to access "Area-51 IPTV." Using the Area-51
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23 ⁶ The Dragon Box (June 8, 2016),
24 <https://www.facebook.com/TheDragonBox/photos/a.443840675745196.1073741828.440184166110847/894715507324375/?type=3&theater>.

25 ⁷ The Dragon Box (July 19, 2015),
26 <https://www.facebook.com/TheDragonBox/posts/732750850187509>.

27 ⁸ The Dragon Box (October 17, 2017),
28 <https://www.facebook.com/TheDragonBox/posts/1338310729631515>.

1 IPTV add-on, Dragon Box customers can stream live television channels, including
2 premium cable television networks and sports networks.

3 45. The commercial value of Defendants' Dragon Box business depends on
4 high-volume use of unauthorized content through the Dragon Box devices.
5 Defendants promise their customers reliable and convenient access to all the content
6 they can stream and customers purchase Dragon Box devices based on Defendants'
7 apparent success in delivering infringing content to their customers. Dragon Media
8 Inc. and Christoforo solicit individuals like Williams to serve as authorized
9 distributors and resellers of Dragon Box devices by highlighting the increasing
10 popularity of Dragon Box devices and millions of dollars in sales.

11 46. As recently as December 30, 2017, Christoforo exclaimed "New
12 Dragon Box Resellers Wanted NOW!" explaining that Dragon Box has "over
13 250,000 customers in 50 states and 4 countries and growing" and has "374 sellers
14 across the world."⁹ Christoforo explains that Dragon Box will "handle all of the
15 marketing materials ... do all of the training and personal mentoring as well as the
16 tech support, warranty, customer service, and keeping the product up to date with
17 the latest firmware and software."¹⁰

18 47. Defendants' revenues grow based on increase in demand for the
19 Dragon Box devices. The demand for Dragon Box is driven by Defendants'
20 promise of free access to infringing content. These promises depend on and form an
21 integral part of an ecosystem built on the mass infringement of Plaintiffs'
22 Copyrighted Works.

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26 ⁹ The Dragon Box (Dec. 30, 2017),
27 <https://www.facebook.com/TheDragonBox/posts/1404082249721029>.

28 ¹⁰ *Id.*

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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 have actual knowledge of third parties’ infringement of Plaintiffs’ exclusive rights under the Copyright Act.

50. Defendants intentionally induce the infringement of Plaintiffs’ exclusive rights under the Copyright Act, including infringement of Plaintiffs’ exclusive right to publicly perform their Copyrighted Works. As intended and encouraged by Defendants, the Dragon Box device connects 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 Dragon Box customers. 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 the content to be streamed when Dragon Box customers click on a link for the content.

51. Defendants induce the aforementioned acts of infringement by supplying the physical devices that facilitate, enable, and create direct links between Dragon Box customers and the infringing operators of the streaming services, and by actively inducing, encouraging and promoting the use of their devices for blatant copyright infringement.

52. Defendants’ intentional inducement of the infringement of Plaintiffs’ rights in each of their Copyrighted Works constitutes a separate and distinct act of infringement.

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

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

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

11 56. Plaintiffs further are entitled to recover their attorneys' fees and full
12 costs pursuant to 17 U.S.C. § 505.

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

19 **SECOND CAUSE OF ACTION**

20 **(Contributory Copyright Infringement by Knowingly and Materially**
21 **Contributing to the Infringement of Plaintiffs' Copyrighted Works,**
22 **17 U.S.C. § 106)**

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

25 59. Defendants have actual or constructive knowledge of third parties'
26 infringement of Plaintiffs' exclusive rights under the Copyright Act. Defendants
27 knowingly and materially contribute to such infringing activity.

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1 60. Defendants knowingly and materially contribute to the infringement of
2 Plaintiffs' exclusive rights under the Copyright Act, including infringement of
3 Plaintiffs' exclusive right to publicly perform their works. Defendants design and
4 promote the use of the Dragon Box device to connect customers to unauthorized
5 online sources that stream Plaintiffs' Copyrighted Works. The operators of these
6 source repositories directly infringe Plaintiffs' public performance rights by
7 providing unauthorized streams of the works to the public, including to Dragon Box
8 customers. The operators, or others operating in concert with them, control the
9 facilities and equipment used to store and stream the content, and they actively and
10 directly cause the content to be streamed when Dragon Box customers click on a
11 link for the content.

12 61. Defendants knowingly and materially contribute to the aforementioned
13 acts of infringement by supplying the physical devices that facilitate, encourage,
14 enable, and create direct links between Dragon Box customers and infringing
15 operators of the streaming services, and by actively encouraging, promoting, and
16 contributing to the use of their devices for blatant copyright infringement.

17 62. Defendants' knowing and material contribution to the infringement of
18 Plaintiffs' rights in each of their Copyrighted Works constitutes a separate and
19 distinct act of infringement.

20 63. Defendants' knowing and material contribution to the infringement of
21 Plaintiffs' Copyrighted Works is willful, intentional, and purposeful, and in
22 disregard of and with indifference to the rights of Plaintiffs.

23 64. As a direct and proximate result of the infringement to which
24 Defendants knowingly and materially contribute, Plaintiffs are entitled to damages
25 and Defendants' profits in amounts to be proven at trial.

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

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

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

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiffs pray for judgment against Defendants and for the
13 following relief:

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

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

1 3. For prejudgment interest according to law.

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

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

6 **DEMAND FOR JURY TRIAL**

7 Plaintiffs demand a trial by jury on all issues triable by jury.

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9 DATED: January 10, 2018

MUNGER, TOLLES & OLSON LLP

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By: /s/ Kelly M. Klaus
KELLY M. KLAUS
Attorneys for Plaintiffs

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EXHIBIT A

Netflix Studios, LLC et al. v. Dragon Media Inc. et al
Representative List of Works

Title	Copyright Registrants	Registration Number	Registration Date
The OA, Season 1, Episode 1	Netflix Studios, LLC	PA2-029-045	1/18/2017
Santa Clarita Diet, Season 1, Episode 1	Netflix Studios, LLC	PA2-028-853	2/3/2017
Stranger Things, Season 1, Episode 8	Netflix Studios, LLC	PA2-009-946	9/26/2016
Wet Hot American Summer: First Day of Camp, Season 1, Episode 1	Netflix Studios, LLC	PA1-996-639	4/19/2016
Easy, Season 1, Episode 1	Netflix Studios, LLC	PA2-009-863	9/26/2016
Bosch, Season 1, Episode 1	Amazon Content Services LLC	PA2-000-165	2/10/2016
The Man in the High Castle, Season 1, Episode 1	Amazon Content Services LLC	PA2-006-699	1/15/2015
Transparent, Season 1, Episode 1	Amazon Content Services LLC	PA1-930-949	12/3/2014
Mozart in the Jungle, Season 1, Episode 1	Amazon Content Services LLC	PA1-963-304	3/23/2015
Bosch, Season 1, Episode 1	Amazon Content Services LLC	PA2-000-165	2/10/2016
The Shallows	Columbia Pictures Industries, Inc.	PA1-993-394	7/13/2016
Miracles from Heaven	Columbia Pictures Industries, Inc.	PA1-981-803	4/7/2016
Spiderman: Homecoming	Columbia Pictures Industries, Inc.	PA2-044-059	7/7/2017
Rough Night	Columbia Pictures Industries, Inc.	PA2-041-774	6/30/2017
Smurfs: The Lost Village	Columbia Pictures Industries, Inc.	PA 2-029-508	4/21/2017
Pete's Dragon	Disney Enterprises, Inc.	PA1-998-053	8/26/2016
The Finest Hours	Disney Enterprises, Inc.	PA1-989-069	5/27/2016

Title	Copyright Registrants	Registration Number	Registration Date
Maleficent	Disney Enterprises, Inc.	PA1-899-203	6/10/2014
Alice Through the Looking Glass	Disney Enterprises, Inc.	PA1-991-651	6/28/2016
Into the Woods	Disney Enterprises, Inc.	PA1-932-175	2/11/2015
Paranormal Activity: The Ghost Dimension	Paramount Pictures Corporation	PA1-960-100	10/23/2015
Zoolander 2	Paramount Pictures Corporation	PA1-974-008	2/16/2016
13 Hours: The Secret Soldiers of Benghazi	Paramount Pictures Corporation	PA1-969-757	1/19/2016
Whiskey Tango Foxtrot	Paramount Pictures Corporation	PA1-977-149	3/4/2016
Independence Day: Resurgence	Twentieth Century Fox Film Corporation; TSG Entertainment Finance LLC	PA1-994-450	7/22/2016
Deadpool	Twentieth Century Fox Film Corporation; TSG Entertainment Finance LLC	PA1-977-152	3/4/2016
Ice Age, Collision Course	Twentieth Century Fox Film Corporation	PA1-995-002	7/27/2016
Ice Age: The Meltdown	Twentieth Century Fox Film Corporation	PA1-306-625	3/31/2006
War for the Planet of the Apes	Twentieth Century Fox Film Corporation; TSG Entertainment Finance LLC	PA2-044-947	7/25/2017
The Purge: Election Year	Universal City Studios Productions LLLP	PA1-995-003	7/11/2016
Despicable Me 3	Universal City Studios Productions LLLP	PA2-043-544	6/27/2017
The Boss	Universal City Studios Productions LLLP	PA1-993-610	4/7/2016
Jurassic World	Universal City Studios Productions LLLP; Amblin Entertainment LLC	PA1-946-359	6/10/2015
Wonder Woman	Warner Bros. Entertainment Inc.; Ratpac-Dune Entertainment LLC	PA2-036-078	6/6/2017

Title	Copyright Registrants	Registration Number	Registration Date
Batman v. Superman: Dawn of Justice	Warner Bros. Entertainment Inc.; Ratpac-Dune Entertainment LLC	PA1-981-624	3/30/2016
Dunkirk	Warner Bros. Entertainment Inc.; Ratpac-Dune Entertainment LLC	PA2-044-585	7/20/2017
Harry Potter and the Deathly Hallows Part 1	Warner Bros. Entertainment Inc.	PA1-721-904	3/4/2011
Suicide Squad	Warner Bros. Entertainment Inc.; Ratpac-Dune Entertainment LLC	PA1-995-698	8/4/2016