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8 Attorneys for Plaintiff, BARRY ROSEN

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11 BARRY ROSEN,

12 Plaintiff,

13 vs.

14 LEASEWEB USA, INC.; LEASEWEB
15 NETHERLANDS B.V. DBA
16 LEASEWEB.COM; AND DOES 1 – 10,
17 INCLUSIVE

18 Defendants.

Case No.:

**COMPLAINT FOR COPYRIGHT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

20
21 Plaintiff, BARRY ROSEN (“Plaintiff”), by and through his attorneys of record,
22 alleges against Leaseweb USA, Inc., (“LeaseWeb USA” LeaseWeb Netherlands
23 B.V. dba LeaseWeb.com (“LeaseWeb B.V.”), and Does 1-10, and DOES 1 -10
24 inclusive (collectively “Defendants”) as follows:

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3 **I. THE PARTIES**

4 1. Plaintiff Barry Rosen (“Plaintiff”) is a professional photographer who
5 currently and at all relevant times has resided within the County of Los Angeles,
6 California. Plaintiff’s images at issue in this Complaint are copyrighted images,
7 registered with the United States Copyright Office, to which Plaintiff owns all
8 rights, title, and interest.

9 2. Plaintiff is informed and believes that Defendant LeaseWeb USA is a
10 Delaware corporation with its headquarters in Manassas Virginia. LeaseWeb USA
11 is an internet hosting service provider which provides dedicated servers and
12 website hosting services to its customers. LeaseWeb USA customers may host its
13 website on a server leased from LeaseWeb USA or can resell hosting services
14 thereby subleasing space on the server to others.

15 3. Plaintiff is informed and believes that LeaseWeb USA has during all
16 relevant times registered an agent for service of process in the state of California
17 with the California Secretary of State (with an agent address in Glendale,
18 California within this judicial district) and is doing business in California.

19 4. Plaintiff is informed and believes that LeaseWeb B.V. (“LeaseWeb B.V.”) is
20 a Dutch corporation that along with LeaseWeb USA (the “LeaseWeb Defendants”)
21 are affiliates and subsidiaries performing essential and interrelated functions for
22 LeaseWeb Global the parent entity of each of the LeaseWeb Defendants. As such,
23 the LeaseWeb Defendants jointly operate and control the website Leaseweb.com
24 through which they target and solicit target customers located in the United States
and specifically in California by offering their services through the website
leaseweb.com. Plaintiff is further informed and believes that they jointly own
and/or operate, and/or manage and/or offer servers and other services located
within or directed to the State of California including through at least two (2) data

1 centers in California, one at 900 North Alameda Suite 200 Los Angeles, California
2 90012 (building size roughly 424,000 square feet) as well as at 1735 Lundy Aveny
3 San Jose, California 95131 (building size roughly 157,000 square feet). From the
4 Leasweb.com website, the LeaseWeb Defendants offer to provide dedicated
5 services, including servers specifically located in Los Angeles, California among
6 other locations and can enter into a contract and/or buy services from either entity
7 online through the same website. Plaintiff is informed and believes that to the
8 extent that the California based servers are technically owned or operated by
9 LeaseWeb USA, LeaseWeb USA is providing essential and important functions for
10 LeaseWeb B.V. and the other affiliates of Leasweb Global by providing them and
11 their customers hosting services.

12 5. Plaintiff is informed and believes that another affiliate of the LeaseWeb
13 Defendants LeaseWeb CDN B.V. had in the last years registered with the
14 Secretary of State of California as a foreign corporation doing business in
15 California.

16 6. The website Leasweb.com as well as all the .com websites are administered
17 by Neustar, Inc and Verisign, Inc both of which are headquartered in Virginia.

18 7. Plaintiff is informed and believes that LeaseWeb B.V. has purposely
19 attempted to avail itself of the laws and protections of the United States and
20 actively seeks the protection of United States laws by *inter alia*, registering with
21 the United States Copyright Office a Digital Millenium Copyright Agent from at
22 least December 1, 2016 to the present. Plaintiff is informed and believes that
23 LeaseWeb B.V. regularly and intentionally contracts with California and United
24 States customers to provide hosting services as well as contracts with California
and United States vendors for equipment and services.

8. Plaintiff is informed and believes that the owners/operators of the websites
using the Domain names, idposter.com, nposter.com and celebposter.com, to

1 which the Leaseweb Defendants provide web hosting services, have/are directly
2 infringing Plaintiff's Photographs scanning, uploading, offer for sale, and publicly
3 displaying the infringing images. Plaintiff does not presently know the true names
4 and capacities of the Defendants as their whois ownership is currently obscured.

5 9. Plaintiff does not presently know the true names and capacities of the
6 Defendants named as Does 1 through 10, and therefore sues such Defendants by
7 these fictitious names. Plaintiff believes that the Doe Defendants are persons or
8 entities who are involved in the acts set forth below, either as independent
9 contractors, agents, or employees of the known Defendants, or through entering
10 into a conspiracy and agreement with the known Defendants to perform these acts
11 for financial gain and profit, in violation of Plaintiff's rights. Plaintiff will request
12 leave from the Court to amend this Complaint to set forth their true names,
13 identities and capacities when Plaintiff ascertains them. The Doe Defendant and
14 the known named defendants above, are referred to collectively as "Defendants."

15 10. Plaintiff is informed and believes that Defendants have been or are the
16 principals, officers, directors, agents, employees, representatives, and/or co-
17 conspirators of each of the other Defendants, and in such capacity or capacities
18 participated in the acts or conduct alleged herein and incurred liability, therefore.
19 Plaintiff is informed and believes that at some unknown time, the Defendants or
20 some of them entered into a conspiracy with other of the Defendants to commit the
21 wrongful acts described herein; the actions described below were taken in
22 furtherance of such conspiracy; and Defendants aided and abetted each other in the
23 wrongful acts alleged herein. Plaintiff is informed and believes that each of the
24 Defendants acted for personal gain or in furtherance of their own financial
25 advantage in doing the acts alleged below.

26 **II. JURISDICTION AND VENUE**

1 11. Plaintiff incorporates by reference each allegation contained in the foregoing
2 paragraphs of this Complaint. This action is for damages and permanent injunctive
3 relief arising from Defendants' copyright infringements in violation of the
4 Copyright Act of the United States, as amended, 17 U.S.C. § 101 *et seq.*

5 12. **Subject Matter Jurisdiction:** This action arises under the Copyright Act, 17
6 U.S.C. sections 101 *et seq.* and 501(a) *et seq.* This Court has original subject
7 matter jurisdiction over all claims, pursuant to 28 U.S.C. sections 1331 and
8 1338(a).

9 13. **Venue:** Plaintiff is informed and believes that venue is proper in this Court,
10 pursuant to 28 U.S.C. section 1391(b) and (c) and Section 1400(a) in that the
11 claims arise in this Judicial District, the injury suffered by Plaintiff took place in
12 this judicial district, and Defendants transact business in this judicial district.

13 14. **Personal Jurisdiction:** Plaintiff is informed and believes that personal
14 jurisdiction is proper over the Defendants because for years Defendants have
15 operated and/or currently operate commercial businesses through which
16 Defendants knowingly, systematically, and continuously transacted or transact
17 business and enter or entered into contracts on an ongoing basis with and provide
18 or provided services to individuals or companies in California, including within the
19 County of Los Angeles, and Defendants have engaged in intentional acts that
20 willfully infringed or assisted in the infringement of Plaintiff's copyrights within
21 California after receiving actual knowledge of Plaintiff's residence in Los Angeles
22 and intentionally caused injury therein to Plaintiff in California.

23 15. Plaintiff sent on the dates indicated in **Exhibit A to LeaseWeb USA and in**
24 **Exhibits B & C to LeaseWeb B.V.**, compliant Digital Millennium Copyright Act
Notices ("Notices") to at least the locations listed with either the copyright office
and/or or on the LeaseWeb Defendants' websites for sending such notices (if any).
In each Notice, Plaintiff identified his name and address as located within this

1 judicial district as well as the exact web URL address where said image appeared
2 as reflected in Exhibits A – C respectively.

3 16. The Photographs and URL addresses identified in Exhibit A were on servers
4 owned and/or hosted by LeaseWeb USA to Doe 1.

5 17. The Photographs and URL addresses identified in Exhibits B and C were on
6 servers owned and/or hosted by LeaseWeb B.V. to Does 2 and 3.

7 18. The respective LeaseWeb Defendants hosted the images identified in
8 Exhibits A – C on their respective servers and despite receiving the Notices and the
9 right and ability to readily identify and remove said infringements, failed to
10 remove them such that they continued to be publicly displayed and distributed.

11 19. Plaintiff is further informed and believes that Defendants operate multiple
12 sophisticated highly interactive websites and variety of outlets including through
13 servers located in California and through which they transact business (in their
14 names and in the names of proxies or aliases), interact with customers, and others,
15 and through which they target and solicit customers, and others, and otherwise
16 engage in continuous contact nationwide and in/to/from California.

17 20. Further, Plaintiff is informed and believes that personal jurisdiction is proper
18 over the Defendants because they are engaging in the infringing activity herein or
19 at least upon receiving cease and desist (DMCA) notices containing Plaintiff's
20 mailing address as located in California, they had actual knowledge of Plaintiff's
21 residence and intended to or recklessly caused harm to him in Los Angeles County
22 and the State of California from either the scanning, uploading, offer for sale, and
23 publicly displaying the infringing images at issue and/or failing to remove or
24 disable the infringing images after notice thereof and continue to allow or support
the infringing activities after having or obtaining red-flag knowledge thereof.

21. Further, many of the celebrities at issue in the images are of well-known
American and Hollywood models or actresses and as such it would be reasonably

1 anticipated by the LeaseWeb Defendants to be sued in California for such
2 infringements.

3 22. Plaintiff is informed and believes that Doe 1, the owner of ID Poster clearly
4 has provided fake or false information to Defendants and the idposter.com website
5 is hosted by LeaseWeb USA but also is closely controlled or affiliated with
6 LeaseWeb B.V. because that entity controls the name server for idposter.com.
7 Thereby, both LeaseWeb Defendants are providing essential services and have the
8 ability to remove the images and/or terminate the idposter.com.

9 23. Plaintiff is informed and believes that Doe 1 is also the owner of
10 Nposter.com appears to have provided fake information to the LeaseWeb
11 Defendants and is hosted and name server as LeaseWeb B.V. and provided an
12 obviously fake address that does not exist to the LeaseWeb B.V.

13 24. Plaintiff is informed and believes that Doe 2 the owner or operator of
14 celebposter.com has provided obviously fake names and addresses to LeaseWeb
15 B.V. that hosts and hosted the subject website.

16 **III. FACTUAL ALLEGATIONS**

17 25. Plaintiff incorporates by reference each allegation contained in the foregoing
18 paragraphs of this Complaint.

19 26. Plaintiff is a professional photographer specializing in celebrity
20 photography. He created the photographic works at issue in this case identified
21 collectively in Exhibits A, B, and C (collectively the “Photographs”). The
22 Photographs consist of 37 different registered images and consists of material
23 original to Plaintiff and is copyrightable subject matter that are currently subject to
24 ongoing active infringement. Plaintiff is the owner of all rights, title, and interest
25 in the Photographs.

26 27. Plaintiff hereby reserves the right to amend to add as many as approximately
27 100 other different registered images and consists of material original to Plaintiff

1 and is copyrightable subject matter that were previously posted/displayed on
2 websites, but have been previously removed pursuant to DMCA notifications and
3 to which Defendants had actual or constructive red-flag knowledge of the
4 infringing activities.

5 28. Plaintiff is informed and believes that, prior to the time of the infringements
6 commencing as alleged herein, Plaintiff registered the Photographs and had a
7 Certificate of Registration for the Photographs from the United States Copyright
8 Office.

9 29. The Photographs were not a “work for hire”.

10 30. Within the last three years, Plaintiff discovered that Doe 1 unlawfully
11 copied, publicly displayed, uploaded/downloaded, distributed, and sold
12 unauthorized copies of Photographs identified in Exhibit A, Doe 2 unlawfully
13 copied, publicly displayed, uploaded/downloaded, distributed, and sold
14 unauthorized copies of Photographs identified in Exhibit B, and Doe 3 unlawfully
15 copied, publicly displayed, uploaded/downloaded, distributed, and sold
16 unauthorized copies of Photographs identified in Exhibit C,. constituting direct
17 copyright infringement, pursuant to sections 106 and 501 of the Copyright Act (17
18 U.S.C section 106 and 501). Plaintiff did not and could not have reasonably
19 discovered the infringing activity alleged herein prior three (3) years before the
20 filing of the Complaint.

21 31. Plaintiff is informed and believes that the Doe Defendants, without
22 authorization or permission from Plaintiff, unlawfully copied/reproduced,
23 uploaded/downloaded, caused to be uploaded/downloaded, publicly displayed,
24 distributed, attempted to sell, and sold the Photographs to a global audience on the
25 World Wide Web.

26 32. Plaintiff sent on the dates indicated in Exhibit A to LeaseWeb USA and in
27 Exhibits B & C to LeaseWeb B.V., compliant Digital Millenium Copyright Act

1 Notices to at least the locations listed with either the copyright office and/or on the
2 LeaseWeb Defendants' websites for sending such notices. In each Notice, Plaintiff
3 identified his name and address as located within this judicial district as well as the
4 exact web URL address where said image appeared as reflected in Exhibits A – C
5 respectively. Said Notices would have and should have been forwarded to the Doe
6 Defendants respectively.

7 33. The Photographs identified in Exhibit A were on servers owned and/or
8 hosted by LeaseWeb USA to Doe 1.

9 34. The Photographs identified in Exhibits B and C were on servers owned
10 and/or hosted by LeaseWeb USA to Does 2 and 3.

11 35. The respective LeaseWeb Defendants hosted the images identified in
12 Exhibits A – C on their respective servers and despite receiving the Notices and the
13 right and ability to readily identify and remove said infringements, failed to
14 remove them such that they continued to be publicly displayed and distributed.

15 **IV. FIRST CLAIM FOR RELIEF**
16 **DIRECT COPYRIGHT OF THE PHOTOGRAPHS**
17 **PURSUANT TO 17 U.S.C. 106 and 501**
18 **(Against the Does 1, 3 and 6-10 Defendants)**

19 36. Plaintiff incorporates by reference each allegation contained in the foregoing
20 paragraphs of this Complaint.

21 37. Plaintiff owns all rights, titles, and interests in and to the copyright for the
22 Photographs.

23 38. Doe Defendants 1, 3, and 6-10 did not obtain a license or authorization to
24 use the Photographs as reflected in Exhibit A and Exhibit C.

39. Under Section 106 of the Copyright Act of 1976, 17 U.S.C. section 101 et
seq. (the "Copyright Act"), Plaintiff has the distinct, severable, and exclusive

1 rights, *inter alia*, to reproduce, distribute and publicly display the Photographs. (17
2 U.S.C. § 106(1), (3), and (5).)

3 40. By the actions alleged above, the Doe Defendants 1 and 6-10 have infringed
4 on Plaintiff's copyrights in the Photographs identified in Exhibit A and C.

5 41. The Doe Defendants 1, 3 and 6-10 misappropriated Plaintiff's copyright in
6 the Photographs with actual and/or constructive knowledge that the Photographs at
7 issue did not belong to Defendants in order to profit from their illicit activities;
8 Defendants thereby willfully engaged in unauthorized use, copying, distribution,
and/or display of Plaintiff's copyrighted Photographs.

9 42. Plaintiff is informed and believes that the Doe Defendants 1, 3 and 6-10's
10 acts of infringement were ongoing, willful, intentional, and purposeful, and/or in
11 reckless disregard of and with indifference to Plaintiff's rights in that the Doe
12 Defendants knew or recklessly failed to know that they did not have the rights to
13 use the Photographs in the manner in which they used the Photographs in violation
14 of Sections 106 and 501 of the Copyright Act (17 U.S.C. sections 106 et seq. and
501 et seq.).

15 43. Plaintiff is informed and believes that, by the actions alleged above, Doe
16 Defendants 1, 3 and 6-10's violated Plaintiff's exclusive rights as the copyright
17 owner to reproduce, adapt, display, distribute, and/or create derivative works under
18 17 U.S.C. §§ 101 et. seq. making Defendants liable for willful direct copyright
19 infringement.

20 44. Plaintiff is informed and believes that Doe Defendants 1, 3 and 6-10's
21 vicariously infringed Plaintiff's copyright in the Photographs identified in Exhibits
A and C by profiting from the sale of the unauthorized prints.

22 45. As a direct and proximate result of the Doe Defendants 1, 3 and 6-10's
23 infringements, Plaintiff was damaged and is entitled to recover from Defendants
the damages, including attorney's fees, he has sustained and will sustain, and any

1 gains, profits, and advantages obtained by Defendants as a result of their acts of
2 infringement alleged above. At present, the amount of damages, gains, profits and
3 advantages cannot be fully ascertained by Plaintiff, but will be established
4 according to proof at trial. Plaintiff also seeks to recover statutory damages for
5 Defendants' infringement of his copyrights of up to \$150,000.00 per infringement.
6 46. Plaintiff is entitled to a preliminary and permanent injunction restraining the
7 Doe Defendants from engaging in further acts of copyright infringement and
8 causing irreparable damage to Plaintiff for which he has no adequate remedy of
9 law.

10 **V. SECOND CLAIM FOR RELIEF**
11 **DIRECT COPYRIGHT OF THE PHOTOGRAPHS**
12 **PURSUANT TO 17 U.S.C. 106 and 501**
13 **(Against the Does 2 – 5 Defendants)**

14 47. Plaintiff incorporates by reference each allegation contained in the foregoing
15 paragraphs of this Complaint.

16 48. Plaintiff owns all rights, titles, and interests in and to the copyright for the
17 Photographs.

18 49. Doe Defendants 2-5 did not obtain a license or authorization to use the
19 Photographs as reflected in Exhibit B

20 50. Under Section 106 of the Copyright Act of 1976, 17 U.S.C. section 101 et
21 seq. (the "Copyright Act"), Plaintiff has the distinct, severable, and exclusive
22 rights, *inter alia*, to reproduce, distribute and publicly display the Photographs. (17
23 U.S.C. § 106(1), (3), and (5).)

24 51. By the actions alleged above, the Doe Defendants 2-5 have infringed on
25 Plaintiff's copyrights in the Photographs identified in Exhibit B.

26 52. The Doe Defendants 2-5 misappropriated Plaintiff's copyright in the
27 Photographs in Exhibit B with actual and/or constructive knowledge that the

1 Photographs at issue did not belong to Defendants in order to profit from their
2 illicit activities; Defendants thereby willfully engaged in unauthorized use,
3 copying, distribution, and/or display of Plaintiff's copyrighted Photographs.

4 53. Plaintiff is informed and believes that the Doe Defendants 2-5's acts of
5 infringement were ongoing, willful, intentional, and purposeful, and/or in reckless
6 disregard of and with indifference to Plaintiff's rights in that the Doe Defendants
7 knew or recklessly failed to know that they did not have the rights to use the
8 Photographs in the manner in which they used the Photographs in violation of
9 Sections 106 and 501 of the Copyright Act (17 U.S.C. sections 106 et seq. and 501
et seq.).

10 54. Plaintiff is informed and believes that, by the actions alleged above, Doe
11 Defendants 1, 3 and 6-10's violated Plaintiff's exclusive rights as the copyright
12 owner to reproduce, adapt, display, distribute, and/or create derivative works under
13 17 U.S.C. §§ 101 et. seq. making Defendants liable for willful direct copyright
infringement.

14 55. Plaintiff is informed and believes that Doe Defendants 1, 3 and 6-10's
15 vicariously infringed Plaintiff's copyright in the Photographs identified in Exhibits
16 B by profiting from the sale of the unauthorized prints.

17 56. As a direct and proximate result of the Doe Defendants 2-5's infringements,
18 Plaintiff was damaged and is entitled to recover from Defendants the damages,
19 including attorney's fees, he has sustained and will sustain, and any gains, profits,
20 and advantages obtained by Defendants as a result of their acts of infringement
21 alleged above. At present, the amount of damages, gains, profits and advantages
22 cannot be fully ascertained by Plaintiff, but will be established according to proof
at trial. Plaintiff also seeks to recover statutory damages for Defendants'
23 infringement of his copyrights of up to \$150,000.00 per infringement.

24 57. Plaintiff is entitled to a preliminary and permanent injunction restraining the

1 Doe Defendants 2-5 from engaging in further acts of copyright infringement and
2 causing irreparable damage to Plaintiff for which he has no adequate remedy of
3 law.

4 **VI. THIRD CLAIM FOR RELIF FOR**
5 **SECONDARY COPYRIGHT INFRINGEMENT**
6 **(Against LeaseWeb USA and Does 1, 3 and 6-10)**

7 58. Plaintiff incorporates by reference all preceding allegations of the
8 Complaint.

9 59. Plaintiff is informed and believes that LeaseWeb USA and Does 1,3 and 6-
10 10 Defendants obtained actual and/or constructive knowledge and/or were willfully
11 blind to the infringing activity, including but not limited to the fact that they
12 received compliant Digital Millenium Copyright Act notices referenced in Exhibit
13 A and/or were forwarded such by LeaseWeb USA.

14 60. Plaintiff is informed and believes that after receiving such knowledge, said
15 LeaseWeb USA and Does 1,3, and 6-10, Defendants contributed to and/or induced
16 infringement of the infringing unauthorized copies of the Photographs identified in
17 Exhibit A, including by failing to remove or disable public access to and/or public
18 display and distribution of the Photographs despite the ability to readily remove or
19 disable access to such.

20 61. Plaintiff is also informed and believes that the Doe Defendants derived
21 and/or attempted to derive a direct economic benefit from the infringements
22 alleged herein.

23 62. As a result of the aforementioned conduct, Plaintiff has sustained damages
24 and/or is entitled to award of statutory damages for the works which were
25 registered at the time the infringement commenced.

26 63. Plaintiff has been forced to incur attorneys' fees and costs in connection
27 with this infringement.

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FOURTH CLAIM FOR RELIF FOR
SECONDARY COPYRIGHT INFRINGEMENT
(Against LeaseWeb B.V. and Does 2-5)

64. Plaintiff incorporates by reference all preceding allegations of the Complaint.

65. Plaintiff is informed and believes that Defendants obtained actual and/or constructive knowledge and/or were willfully blind to the infringing activity, including but not limited to the fact that they received compliant Digital Millenium Copyright Act notices for photographs referenced in Exhibits B and C.

66. Plaintiff is informed and believes that after receiving such knowledge, LeaseWeb B.V and Does 2-5 contributed to and/or induced infringement of the infringing unauthorized copies of the Photographs identified in Exhibits B and C , including by failing to remove or disable public access to and/or public display and distribution of the Photographs identified in Exhibits B & C despite the ability to readily remove or disable access to such.

67. Plaintiff is also informed and believes that the Doe Defendants derived and/or attempted to derive a direct economic benefit from the infringements alleged herein.

68. As a result of the aforementioned conduct, Plaintiff has sustained damages and/or is entitled to award of statutory damages for the works which were registered at the time the infringement commenced.

69. Plaintiff has been forced to incur attorneys' fees and costs in connection with this infringement.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. For Plaintiff's actual damages;
2. For a full accounting under supervision of this Court of all profits,

- 1 income, receipts, or other benefits derived by Defendants as a result of
2 their willful and unlawful conduct;
- 3 3. For statutory damages under the Copyright Act of up to \$150,000.00 per
4 infringement;
- 5 4. For prejudgment interest;
- 6 5. For attorneys' fees and costs;
- 7 6. For preliminary and permanent injunctive relief from ongoing infringing
8 activities, including, but not limited to:
- 9 a. enjoining Defendants, and all persons acting in concert or
10 participation with them, from: directly or indirectly infringing in any
11 manner, or causing, contributing to, enabling, facilitating, or
12 participating in the infringement of Plaintiff's copyright (whether now
13 in existence or hereafter created) or exclusive rights under copyright,
14 and
- 15 b. the seizure of all property made in, or used to assist in the violation of
16 Plaintiff's exclusive copyrights pursuant to 17 U.S.C. §503, including,
17 but not limited to, all copies of the Photograph, all domains and all
18 servers and other computer equipment used to publish, broadcast or
19 archive the Photograph; and
- 20 7. For such other and further relief as this Court deems just and appropriate.

21 Dated: May 27, 2022

GAFNI & LEVIN, LLP

22 By: /s/ Adam I. Gafni
Adam I. Gafni
Attorneys for Plaintiff
23 Barry Rosen
24

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a trial by jury of any and all issues triable with
3 right by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure.
4

5 Dated: May 27, 2022

GAFNI & LEVIN, LLP

6
7 By: /s/ Adam I. Gafni

8 Adam I. Gafni

9 Attorneys for Plaintiff

10 Barry Rosen
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