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8 Attorney for Plaintiffs:
9 Santa Files Productions, LLC; and
10 Laundry Films, Inc.

11 IN THE UNITED STATES DISTRICT COURT
12 FOR THE DISTRICT OF ARIZONA

13 Santa Files Productions, LLC; and) No.: CV-2:20-
14 Laundry Films, Inc.,)
15)
16 Plaintiffs,) **COMPLAINT; EXHIBITS 1-5;**
17 vs.) **DECLARATION OF COUNSEL;**
18) **DECLARATION OF DANIEL**
19 Richard Dabney; and) **ARHEIDT**
20 Jesse D. Parks,)
21) **(1) DIRECT COPYRIGHT**
22 Defendants.) **INFRINGEMENT**
23) **(2) CONTRIBUTORY**
24) **COPYRIGHT**
25) **INFRINGEMENT**
26) **(3) DMCA VIOLATIONS**
27) **(4) BREACH OF CONTRACT**
28)

COMPLAINT

Plaintiffs Santa Files Productions, LLC and Laundry Films, Inc. (collectively:

1 “Plaintiffs”) file this Complaint against Defendants Richard Dabney and Jesse D.
2 Parks (“Defendants”) and allege as follows:

3
4 **I. NATURE OF THE ACTION**

5 1. This matter arises under the United States Copyright Act of 1976, as
6 amended, 17 U.S.C. §§ 101, et seq. (the “Copyright Act”) and the common law of
7 Arizona and/or Hawaii.
8

9 2. The Plaintiffs allege that Defendants are liable for: (1) direct and
10 contributory copyright infringement in violation of 17 U.S.C. §§ 106 and 501; (2)
11 violations under the Digital Millennium Copyright Act, 17 U.S.C. §§ 1202; and (3)
12 Breach of Contract in violation of the common law of Arizona and/or Hawaii.
13
14

15 **II. JURISDICTION AND VENUE**

16 3. This Court has subject matter jurisdiction over this action pursuant to
17 17 U.S.C. §§ 101, et. seq., (the Copyright Act), 28 U.S.C. § 1331 (federal question),
18 28 U.S.C. § 1338 (patents, copyrights, trademarks, and unfair competition) and 28
19 U.S.C. § 1367 (supplemental jurisdiction).
20

21 4. Defendants either reside in, solicit, transact, or are doing business
22 within this jurisdiction, and have committed unlawful and tortious acts both within
23 and outside this jurisdiction with the full knowledge that their acts would cause
24 injury in this jurisdiction. As such, Defendants have sufficient contacts with this
25 judicial district to permit the Court’s exercise of personal jurisdiction over them.
26
27
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1 5. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) - (c)
2 because: (a) all or a substantial part of the events or omissions giving rise to the
3 claims occurred in this District; and, (b) the Defendants reside or resided, and
4 therefore can or could be found, in this State. Additionally, venue is proper in this
5 District pursuant 28 U.S.C. § 1400(b (venue for copyright cases), because the
6 Defendants or Defendants’ agents resides and can be found in this District.
7

8
9 **III. PARTIES**

10
11 **A. The Plaintiffs**

12 6. The Plaintiffs are owners of the copyrights for the motion pictures
13 (hereafter: “Works”), respectively, as shown in Exhibit “1”.

14
15 7. Santa Files Productions, LLC (“Santa”) is a limited liability company
16 registered under the laws of the State of California and having a principal office in
17 Los Angeles, California.

18
19 8. Santa is an affiliate of Voltage Pictures, a production company with a
20 notable catalog of major award-winning motion pictures.

21
22 9. Santa is the owner of the Work *Saving Christmas*. The Work is a
23 motion picture released in 2017 that tells the story of a boy who tries to prove the
24 existence of Santa Claus.

25
26 10. Laundry Films, Inc. (“Laundry”) is a corporation organized and
27 existing under the laws of California and having a principal office in Los Angeles,
28

1 California.

2 11. Laundry is the owner of the Work *Lost Child* aka *Tatterdemalion (Boy*
3 *in the Woods)* a motion picture released in 2017 that was directed and co-written by
4 award-winning director Ramaa Mosely. The Work tells the story of a female army
5 veteran who finds an abandoned young boy in the woods. Her search for clues of
6 the boy's identity leads her to discover local folklore about a spirit that takes the
7 form of a child.
8
9

10 **B. The Defendants**

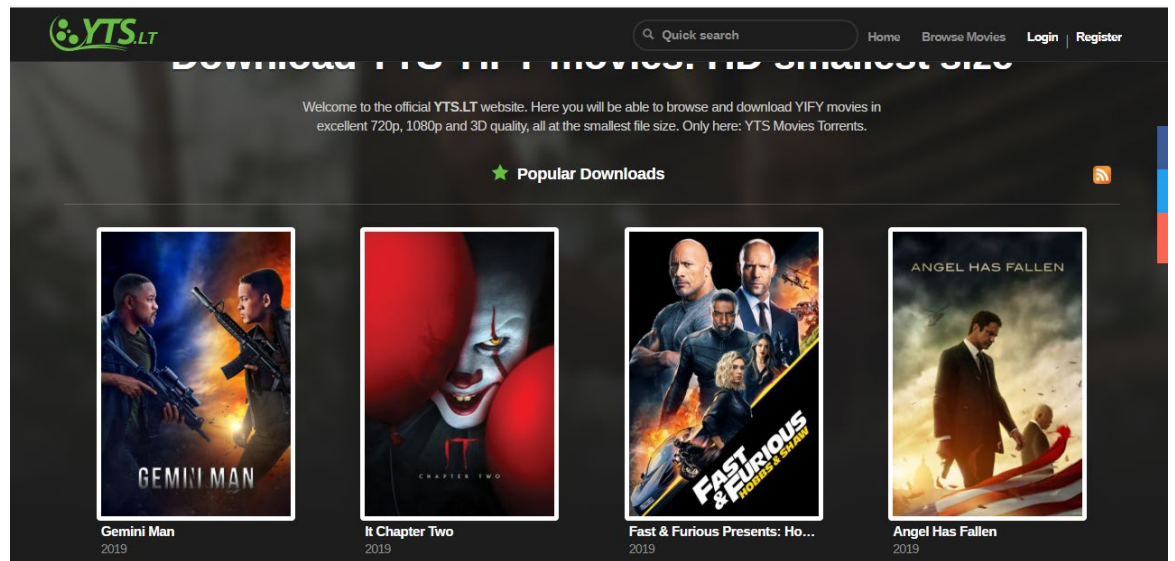
11
12 12. Upon information and belief, Defendants Richard Dabney ("Dabney")
13 and Jesse D. Parks ("Parks") are adult individuals residing in the same household
14 in Payson, Arizona and holding themselves out to the public as husband and wife.
15

16 13. Defendant Parks registered for an account with a website referred to as
17 YTS ("YTS website") using the email address "princessjesse2000@gmail.com"
18 from Internet Protocol ("IP") address 47.216.212.227 as shown in Exhibit "2".
19

20 14. The YTS website is currently accessible at YTS.MX and was
21 previously accessible at YTS.AM, YTS.AG and YTS.LT.
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23 15. The YTS website is known for distributing torrent files of copyright
24 protected motion pictures.
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16. Defendant Parks used the YTS account to download a torrent file associated with Laundry's Work *Lost Child* on 2/1/2019 from IP address 47.216.212.227. See Exhibit "2".

17. Defendant Parks downloaded, reproduced and shared copies of the

1 Work *Lost Child* under file name “Lost Child 2018 [720p] [YTS] [YIFY]”
2 numerous times thereafter.

3
4 18. Upon information and belief, Defendant Dabney also downloaded,
5 reproduced and shared copies of the Work *Lost Child* under file name “Lost Child
6 2018 [720p] [YTS] [YIFY]”.

7
8 19. Upon information and belief, Defendants used the same YTS account
9 to download a torrent file for the Work *Saving Christmas*.

10
11 20. Defendants downloaded, reproduced and shared copies of the Work
12 *Saving Christmas* under the file name “Saving Christmas (2017) [WEBRip] [1080p]
13 [YTS.AM]” multiple times between December 14 and 15 of 2018. *See* Exhibit “3”.

14
15 21. Upon information and belief, Defendants received from Plaintiff
16 Santa’s agent at least a first notice per 17 U.S.C. 512(a) of the Digital Millennium
17 Copyright Act (“DMCA notice”) requesting the individual to stop infringement of
18 the Work or other Works via BitTorrent protocol.

20 **IV. JOINDER**

21
22 22. Pursuant to Fed. R. Civ. P. 20(a)(1), each of the Plaintiffs are properly
23 joined because, as set forth in detail above and below, the Plaintiffs assert: (a) a right
24 to relief arising out of the same transaction, occurrence, or series or transactions,
25 namely the use of the YTS website by Defendants for copying and distributing
26 Plaintiffs’ Works; and (b) that there are common questions of law and fact.
27
28

1 23. Pursuant to Fed. R. Civ. P. 20(a)(2), each of the Defendants was
2 properly joined because, as set forth in more detail below, Plaintiffs assert: (a) a
3 right to relief is against Defendants jointly, or in the alternative with respect to or
4 arising out of the same transaction, occurrence, or series of transactions or
5 occurrences; and (b) that there are questions of law and fact that are common to all
6 Defendants.
7
8

9 **V. FACTUAL BACKGROUND**

10 ***A. The Plaintiffs Own the Copyrights to the Works***

11
12 24. The Plaintiffs are the owners of the copyright in the Works,
13 respectively. The Works are the subjects of copyright registrations, and this action
14 is brought pursuant to 17 U.S.C. § 411. See Exhibit “1”.

15
16 25. Each of the Works were published as motion pictures and currently
17 offered for sale in commerce.
18

19 26. Defendants had notice of Plaintiffs’ rights through at least the credits
20 indicated in the content of the motion pictures which bore proper copyright notices.
21

22 27. Defendants also had notice of Plaintiffs’ rights through general
23 publication and advertising associated with the motion pictures, and packaging and
24 copies, each of which bore a proper copyright notice.
25

26 28. The YTS website provides torrent files, many including the name
27 “YTS” in their file names, that can be used by a BitTorrent protocol client
28

1 application (“BitTorrent Client”) to download copyright protected content,
2 including Plaintiffs’ Works.

3
4 29. Defendants used the YTS website to download the torrent file “Lost
5 Child 2018 [720p] [YTS] [YIFY]” associated with Plaintiff Laundry’s Work.

6
7 30. The YTS website displays, “WARNING! Download only with
8 VPN...” and further information warning users that their IP address is being tracked
9 by the ISP and encouraging them to protect themselves from expensive lawsuits by
10 purchasing service from a VPN on its homepage. Upon information and belief, this
11 warning has appeared on the YTS website since 2018.

12
13
14 **Warning! Download only with VPN...**

15 Downloading torrents is risky for you: your IP and leaked private data being actively tracked by your ISP and Government Agencies. Protect yourself from expensive
16 lawsuits and fines NOW! You must use a VPN like Express. It is the only way to download torrents fully anonymous by encrypting all traffic with zero logs.

17 ***B. Defendants Used BitTorrent To Infringe the Plaintiffs’ Copyrights.***

18 31. BitTorrent is one of the most common peer-to-peer file sharing
19 protocols (in other words, set of computer rules) used for distributing large amounts
20 of data.

21
22 32. The BitTorrent protocol’s popularity stems from its ability to distribute
23 a large file without creating a heavy load on the source computer and network. In
24 short, to reduce the load on the source computer, rather than downloading a file
25 from a single source computer (one computer directly connected to another), the
26 BitTorrent protocol allows users to join a "swarm" of host computers to download
27
28

1 and upload from each other simultaneously (one computer connected to numerous
2 computers).

3
4 ***1. Defendants installed a BitTorrent Client onto his or her Computer.***

5
6 33. A BitTorrent Client is a software program that implements the
7 BitTorrent Protocol. There are numerous such software programs which can be
8 directly downloaded from the Internet.

9
10 34. Once installed on a computer, the BitTorrent Client serves as the user's
11 interface during the process of uploading and downloading data using the BitTorrent
12 protocol.

13
14 35. Defendants installed a BitTorrent Client referred to as "Torrent RT
15 FREE" onto their computer.

16
17 ***2. The Initial Seed, Torrent, Hash and Tracker***

18
19 36. A BitTorrent user that wants to upload the new file, known as an
20 "initial seeder," starts by creating a "torrent" descriptor file using, for example, the
21 Client he or she installed onto his or her computer.

22
23 37. The initial user or seeder of a file used a process referred to as "ripping"
24 to create a copy of motion pictures from either Blu-ray or legal streaming services.
25
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1 38. The initial seeder included the wording “YTS” in the title of the torrent
2 files in order to enhance a reputation for the quality of his or her torrent files and
3 attract users to his or her YTS website.
4

5 39. The Client takes the target computer file, the “initial seed,” here the
6 copyrighted Work, and divides it into identically sized groups of bits known as
7 “pieces.”
8

9 40. The Client then gives each one of the computer file’s pieces, in this
10 case, pieces of the copyrighted Work, a random and unique alphanumeric identifier
11 known as a “hash” and records these hash identifiers in the torrent file.
12

13 41. When another peer later receives a particular piece, the hash identifier
14 for that piece is compared to the hash identifier recorded in the torrent file for that
15 piece to test that the piece is error-free. In this way, the hash identifier works like
16 an electronic fingerprint to identify the source and origin of the piece and that the
17 piece is authentic and uncorrupted.
18

19 42. Torrent files also have an "announce" section, which specifies the URL
20 (Uniform Resource Locator) of a “tracker,” and an "info" section, containing
21 (suggested) names for the files, their lengths, the piece length used, and the hash
22 identifier for each piece, all of which are used by Clients on peer computers to verify
23 the integrity of the data they receive.
24

25 43. The “tracker” is a computer or set of computers that a torrent file
26
27
28

1 specifies and to which the torrent file provides peers with the URL address(es).

2 44. The tracker computer or computers direct a peer user's computer to
3 other peer user's computers that have particular pieces of the file, here the
4 copyrighted Work, on them and facilitates the exchange of data among the
5 computers.
6

7
8 45. Depending on the BitTorrent Client, a tracker can either be a dedicated
9 computer (centralized tracking) or each peer can act as a tracker (decentralized
10 tracking.)
11

12 ***3. Torrent Sites***

13 46. "Torrent sites" are websites that index torrent files that are currently
14 being made available for copying and distribution by people using the BitTorrent
15 protocol. There are numerous torrent websites including the YTS website.
16

17
18 47. Defendants went to torrent sites including the YTS website to upload
19 and download Plaintiffs' copyrighted Works.
20

21 ***4. The Peer Identification***

22 48. The BitTorrent Client will assign an identification referred to as a Peer
23 ID to the computer so that it can share content (here the copyrighted Work) with
24 other peers.
25

26 49. Upon information and belief, each Defendant was assigned a Peer ID
27 by their BitTorrent client.
28

1 ***5. Uploading and Downloading a Work Through a BitTorrent Swarm***

2 50. Once the initial seeder has created a torrent and uploaded it onto one
3 or more torrent sites, then other peers begin to download and upload the computer
4 file to which the torrent is linked (here the copyrighted Work) using the BitTorrent
5 protocol and BitTorrent Client that the peers installed on their computers.
6

7
8 51. The BitTorrent protocol causes the initial seeder’s computer to send
9 different pieces of the computer file, here the copyrighted Work, to the peers
10 seeking to download the computer file.
11

12 52. Once a peer receives a piece of the computer file, here a piece of the
13 copyrighted Work, it starts transmitting that piece to the other peers.
14

15 53. In this way, all of the peers and seeders are working together in what
16 is called a “swarm.”
17

18 54. Here, Defendants participated in a swarm and directly interacted and
19 communicated with other members of that swarm through digital handshakes, the
20 passing along of computer instructions, uploading and downloading, and by other
21 types of transmissions.
22

23 55. In this way, and by way of example only, one initial seeder can create
24 a torrent that breaks a movie up into hundreds or thousands of pieces saved in the
25 form of a computer file, like the Work here, upload the torrent onto a torrent site,
26 and deliver a different piece of the copyrighted Work to each of the peers. The
27
28

1 recipient peers then automatically begin delivering the piece they just received to
2 the other peers in the same swarm.

3
4 56. Once a peer has downloaded the full file, the BitTorrent Client
5 reassembles the pieces and the peer is able to view the movie. Also, once a peer has
6 downloaded the full file, that peer becomes known as “an additional seed,” because
7 it continues to distribute the torrent file, here the copyrighted Work.
8

9
10 ***6. The Plaintiffs’ Computer Investigator Identified the Defendants’ IP***
11 ***Addresses as Participants in Swarms That Were Distributing Plaintiff***
12 ***Santa’s Copyrighted Works.***

13
14 57. The Plaintiffs retained Maverickeye UG (“MEU”) to identify the IP
15 addresses that are being used by those people that are using the BitTorrent protocol
16 and the Internet to reproduce, distribute, display or perform the Plaintiff’s
17 copyrighted Work.
18

19 58. MEU used forensic software to enable the scanning of peer-to-peer
20 networks for the presence of infringing transactions.
21

22 59. MEU extracted the resulting data emanating from the investigation,
23 reviewed the evidence logs, and isolated the transactions and the IP addresses
24 associated therewith for the files identified by the SHA-1 hash value of the Unique
25 Hash Number.
26

27 60. The IP addresses, Unique Hash Numbers, and hit dates contained in
28

1 Exhibit “3” accurately reflect what is contained in the evidence logs.

2 61. The logged information in Exhibit “3” show that Defendants copied
3 pieces of the Plaintiff Santa’s copyrighted Works identified by the Unique Hash
4 Numbers.
5

6 62. The Defendants’ computers used the identified IP address in Exhibit
7 “3” to connect to the investigative server from a computer in this District in order
8 to transmit a full copy, or a portion thereof, of a digital media file identified by the
9 Unique Hash Number.
10
11

12 63. MEU’s agent analyzed each BitTorrent “piece” distributed by the IP
13 address listed on Exhibit “3” and verified that re-assembly of the pieces using a
14 BitTorrent Client results in a fully playable digital motion picture of the Work.
15

16 64. MEU’s agent viewed the Works side-by-side with the digital media
17 file that correlates to the Unique Hash Number and determined that they were
18 identical, strikingly similar or substantially similar.
19

20 ***C. Defendants knew the Copyright Management Information included in***
21 ***the torrent files they distributed had been removed or altered without the***
22 ***authority of Plaintiffs***
23

24 65. A legitimate file copy of the Works includes copyright management
25 information indicating the title.
26

27 66. The initial seeder of the infringing file copies of Plaintiffs’ Works
28

1 added the word “YTS” to the file titles to brand the quality of piracy files he or she
2 released and attract further traffic to the YTS website.

3
4 67. The word YTS is not included in the file title of legitimate copies or
5 streams of the Plaintiffs’ Works. The initial seeders of the Works altered the title
6 to falsely include the words “YTS” as CMI.
7

8 68. The file copies Defendants distributed to other peers in the Swarm
9 included this altered CMI in the file title.

10
11 69. Defendants knew that the YTS website from which they obtained their
12 torrent files was distributing illegal copies of the Works.

13
14 70. Defendants knew that the file copies that they distributed to other peers
15 in the Swarm included the altered CMI without the authority of Plaintiffs.

16
17 71. Defendants knew that the CMI in the title they distributed to other
18 peers in the Swarm included the altered CMI without the authority of Plaintiffs.

19 ***D. Defendant Dabney admitted that Defendant Parks used YTS to***
20 ***download the torrent file for Lost Child from the YTS website***
21

22 72. Plaintiffs’ counsel sent a written communication to Defendant Parks
23 on June 3, 2020 by first class mail and e-mail requesting her to stop infringing
24 Plaintiff Laundry’s Work and pay a portion of Laundry’s damages.
25

26 73. On June 8, 2020, Defendant Dabney stated that his wife (Defendant
27 Parks) admitted to him that she had downloaded the torrent file for *Lost Child* and
28

1 used the BitTorrent Client Torrent RT FREE to watch the motion picture.

2 74. Defendant Dabney further stated that his wife had admitted to
3 downloading other torrent files and watching them using the BitTorrent Client
4 Torrent RT FREE.
5

6 75. On June 8, 2020, Plaintiff Laundry and Defendant Dabney agreed by
7 telephone (the “agreement”) to settle the infringement of *Lost Child* for a payment
8 of a total of \$1000 by four payments of \$250, the first payment due by June 22,
9 2020.
10
11

12 76. The agreement called for Defendants to cease infringing or
13 contributing to infringement of the Work *Lost Child* and to generally cease using
14 the BitTorrent Client app for infringing copyright protected Works.
15

16 77. The agreement called for Defendants to provide a written declaration
17 in which Defendant Parks would admit to the above circumstances behind the
18 infringement.
19

20 78. The agreement called for the fourth payment of \$250 to be waived if
21 the first three were timely made.
22

23 79. Stephanie Kessner, an associate of Plaintiff Laundry’s counsel,
24 emailed Defendant Dabney to confirm in writing that he was agreeing to the
25 settlement agreement.
26
27
28

1 Hello Mr. Dabney,

2
3 Do you agree to settle in the amount of \$1,000? If you make the first three payments on time of \$250.00 we will
4 waive the fourth payment of 250.

5 80. Defendant Dabney replied back that same day indicating that he
6 accepted the settlement.
7

8
9 Yes. I Richard L Dabney agree.

10 [Sent from Yahoo Mail on Android](#)
11
12
13

14 81. In reliance on Defendant Dabney's indication of acceptance, that same
15 day Plaintiffs' counsel prepared and sent to Defendants a draft declaration based
16 upon Defendant Dabney's description of the circumstances and a proposed
17 settlement and release agreement.
18

19 ***E. Defendants breached the settlement agreement.***
20

21 82. Defendants failed to make any payments or provide the declaration as
22 called for in the settlement agreement.
23

24 83. Plaintiffs' counsel contacted Defendant Dabney via email again on or
25 about August 31, 2020 when Defendants failed to send back the signed settlement
26 agreement and declaration or make any of the payments to request an update on the
27 status.
28

1 84. On or about September 21, 2020, after still having received no
2 communication from Defendants, Plaintiffs' counsel determined that the same IP
3 address Defendants used to download the torrent file for Lost Child
4 (47.216.212.227) was used to download and share copies of the motion picture
5 *Saving Christmas*.
6

7
8 85. On September 21, 2020, Plaintiffs' counsel sent Defendant Dabney a
9 demand by email for the full \$1000 of the settlement agreement and an additional
10 \$750 as damages for infringing the motion picture *Saving Christmas*.
11

12 86. That same day Defendant Dabney replied with words to the effect that
13 admitted being responsible for the conduct but that he would not comply with the
14 settlement agreement or pay any damages. *See Exhibit "4"*.
15

16 From: Richard Dabney <rickd2025@yahoo.com>
17 Sent: Monday, September 21, 2020 4:21 PM
18 To: Kerry Culpepper <kculpepper@culpepperip.com>
19 Subject: RE: 20-025B Lost Child d24

20 Hi, after "admitting guilt" and doing some research into you, mr. Culpeper, I realize you are a fraud and a scam. Do not
21 contact me further or there will be action take against you and your fake law firm. I have nothing further to say. Have a
22 great evening.

23 87. By email, Plaintiffs' counsel acknowledged Defendant Dabney's
24 position and stated Plaintiffs' intention to pursue legal relief and cautioned him
25 about his language. *See Id.*
26
27
28

Kerry Culpepper

From: Kerry Culpepper <kculpepper@culpepperip.com>
Sent: Monday, September 21, 2020 4:22 PM
To: 'Richard Dabney'
Subject: RE: 20-025B Lost Child d24

I understand. We will proceed to file the lawsuit.

I do not think you will get far in legal proceedings using scandalous language such as below.

88. Defendant Dabney responded by email that same day with gross profanity and racial and homophobic epithets directed towards Plaintiff’s counsel as shown below.

“Look here. You will NOT get a dime out out [sic] me. You think that language was bad you ain't seen sh*t fa**ot. That's not a threat that's a f*ckin promise. Put that in your records f*ckin bitch ni**a. Dude with a girls [sic] name. Get the f*ck out here and leave me family alone. You want to prove your [sic] legit. F*cking come to Arizona homie. How the hell am I supposed to know if your [sic] real and just send money to you god da*n scam artist.”

Exhibit “4”

89. In Defendant Dabney’s scandalous response, he demanded Plaintiffs seek legal relief in Arizona.

90. Shortly thereafter, Defendant Dabney sent another scandalous email in which he ordered Plaintiffs’ counsel to “...stop looking at [his] IP address...” and accused Plaintiffs’ counsel of “...watching [his] 3 year old through the camera...”.

Exhibit “5”.

91. Defendant Dabney admitted to Plaintiffs’ counsels’ accusation that

1 Defendants had infringed the Work *Saving Christmas* at the same IP address by
2 referring to the IP address as “my IP address” accusing Plaintiffs’ counsel of
3 watching his family.
4

5
6 **VI. FIRST CLAIM FOR RELIEF**
7 **(Direct Copyright Infringement)**

8 92. Plaintiffs re-allege and incorporate by reference the allegations
9 contained in each of the foregoing paragraphs.

10 93. Plaintiffs are the copyright owners of the Works which each contains
11 an original work of authorship.
12

13 94. Defendants copied the constituent elements of the Works.

14 95. Defendants also publicly performed and displayed the copyright
15 protected Works.
16

17 96. By participating in the BitTorrent swarms with others, Defendants
18 distributed at least a piece of each the copyright protected Works to others.
19

20 97. Plaintiffs did not authorize, permit, or provide consent to Defendants
21 to copy, reproduce, redistribute, perform, or display their Works.
22

23 98. As a result of the foregoing, Defendants violated the Plaintiffs’
24 exclusive rights to reproduce the Works in copies, in violation of 17 U.S.C. §§
25 106(1) and 501.
26

27 99. As a result of the foregoing, Defendants violated the Plaintiffs’
28

1 exclusive rights to distribute copies of the Works in copies, in violation of 17 U.S.C.
2 §§ 106(3) and 501.

3
4 100. As a result of the foregoing, Defendants violated the Plaintiffs’
5 exclusive rights to perform the Works publicly, in violation of 17 U.S.C. §§ 106(4)
6 and 501.

7
8 101. Defendants’ infringements were committed “willfully” within the
9 meaning of 17 U.S.C. § 504(c)(2).

10
11 102. The Plaintiffs have suffered damages that were proximately caused by
12 Defendants’ copyright infringements including, but not limited to lost sales, price
13 erosion, and a diminution of the value of its copyright.
14

15 **VIII. SECOND CLAIM FOR RELIEF**
16 **(Contributory Copyright Infringement based upon participation in**
17 **the BitTorrent Swarm)**

18 103. Plaintiffs re-allege and incorporate by reference the allegations
19 contained in each of the foregoing paragraphs.

20 104. By participating in the BitTorrent swarms with others, Defendants
21 induced, caused or materially contributed to the infringing conduct of others.

22
23 105. Plaintiffs did not authorize, permit, or provide consent to the
24 Defendants inducing, causing, or materially contributing to the infringing conduct
25 of others.
26

27 106. Defendants knew or should have known that the other BitTorrent users
28

1 in a swarm with them were directly infringing the Plaintiffs’ copyrighted Works by
2 copying constituent elements of the registered Works that are original. Indeed,
3 Defendants directly participated in and therefore materially contributed to others’
4 infringing activities.
5

6 107. The Defendants’ infringements were committed “willfully” within the
7 meaning of 17 U.S.C. § 504(c)(2).
8

9 108. By engaging in the contributory infringement alleged in this
10 Complaint, the Defendants deprived not only the producers of the Works from
11 income that could have been derived when the respective film was shown in public
12 theaters and offered for sale or rental, but also all persons involved in the production
13 and marketing of this film, numerous owners of local theaters and retail outlets and
14 their employees, and, ultimately, the local economy. The Defendants’ misconduct
15 therefore offends public policy.
16
17
18

19 **VIII. THIRD CLAIM FOR RELIEF**
20 **(Digital Millennium Copyright Act Violations)**

21 109. Plaintiffs re-allege and incorporate by reference the allegations
22 contained in each of the foregoing paragraphs.
23

24 110. Defendants knowingly and with the intent to induce, enable, facilitate,
25 or conceal infringement of the copyright protected Works *Saving Christmas* and *Lost*
26
27
28

1 *Child* distributed copyright management information (“CMI”) that falsely included
2 the wording “YTS” in violation of 17 U.S.C. § 1202(a)(2).

3
4 111. Defendants, without the authority of Plaintiffs, or the law, distributed
5 removed or altered CMI knowing that the CMI had been removed or altered to
6 include the wording “YTS” without the authority of Plaintiffs and knowing, or
7 having reasonable grounds to know, that it will induce, enable, facilitate, or conceal
8 infringement of copyright protected Works *Saving Christmas* and *Lost Child* in
9 violation of 17 U.S.C. § 1202(b)(2).

10
11
12 112. Defendants, without the authority of Plaintiffs, or the law, distributed
13 Plaintiffs’ Copyright protected Works *Saving Christmas* and *Lost Child* knowing
14 that the CMI had been removed or altered to include the wording “YTS”, and
15 knowing, or having reasonable grounds to know, that it will induce, enable,
16 facilitate, or conceal infringement of the copyright protected Works in violation of
17 17 U.S.C. § 1202(b)(3).

18
19
20 113. Particularly, the Defendants knew that the CMI in the file names of the
21 pieces had been altered to include the wording “YTS”.

22
23 114. Particularly, the Defendants distributed the file names that included
24 CMI that had been altered to include the wording “YTS”.

25
26 115. Defendants knew that the wording “YTS” originated from the notorious
27 movie piracy website for which each had registered accounts.
28

1 116. Defendants’ acts constitute violations under the Digital Millennium
2 Copyright Act, 17 U.S.C. § 1202.

3
4 117. Plaintiff is entitled to an injunction to prevent Defendants from
5 engaging in further violations of 17 U.S.C. § 1202.

6
7 118. Plaintiffs are entitled to recover from Defendants the actual damages
8 suffered by Plaintiffs and any profits Defendants have obtained as a result of their
9 wrongful acts that are not taken into account in computing the actual damages.
10 Plaintiffs are currently unable to ascertain the full extent of the profits Defendants
11 have realized by their violations of 17 U.S.C. § 1202.

12
13 119. Plaintiffs are entitled to elect to recover from Defendants statutory
14 damages for their violations of 17 U.S.C. § 1202.

15
16 120. Plaintiffs are further entitled to costs and reasonable attorneys’ fees.

17
18 **VIII. FOURTH CLAIM FOR RELIEF BY PLAINTIFF LAUNDRY**
19 **FILMS, INC.**
20 **(Breach of Contract)**

21 121. Laundry re-alleges and incorporates by reference the allegations
22 contained in each of the foregoing paragraphs.

23 122. On or about June 8, 2020, Laundry and Defendants entered into a
24 settlement agreement to resolve Defendants’ infringement of the motion picture *Lost*
25 *Child*.
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123. The settlement agreement entered into is a valid, binding and enforceable contract.

124. Laundry relied upon this contract to its detriment.

125. Defendants breached the Agreement by failing to pay the total of \$1000 or three consecutive monthly payments of \$250.

126. Defendants further breached the Agreement by failing to provide the signed declaration describing the circumstances behind their infringements as required by the Agreement.

127. Defendants’ obligation to make the agreed upon payments and provide the declaration was not excused or relieved.

128. Laundry has been damaged as result of Defendants’ breach of contract in an amount to be proven at trial, and is entitled to injunctive relief to prevent any further breaches and damage.

129. Laundry is also entitled to attorneys’ fees arising from Defendants’ breach of contract, including but not limited to fees available pursuant to A.R.S. § 12-341.01(A).

PRAYER FOR RELIEF

WHEREFORE, the Plaintiffs respectfully requests that this Court:

(A) enter temporary, preliminary and permanent injunctions enjoining Defendants from continuing to directly infringe and contribute to infringement of

1 the Plaintiffs' copyrighted Works;

2 (B) enter an order pursuant to 17 U.S.C. §512(j) and/or 28 U.S.C §1651(a)
3 that any service provider providing service for Defendants which they used to
4 infringe Plaintiffs' Works immediately cease said service;

5
6 (C) award the Plaintiffs actual damages and Defendants' profits in such
7 amount as may be found; alternatively, at Plaintiffs' election, for maximum statutory
8 damages per Work pursuant to 17 U.S.C. § 504-(a) and (c) against Defendants
9 jointly and severally;

10
11 (D) award the Plaintiffs their actual damages from the DMCA violations and
12 Defendants' profits in such amount as may be found; or, in the alternative, at
13 Plaintiffs' election, for statutory damages per DMCA violation pursuant to 17 U.S.C.
14 § 1203(c) for violations of 17 U.S.C. § 1202 against Defendants jointly and
15 severally;

16
17 (E) award the Plaintiffs their reasonable attorneys' fees and costs pursuant to
18 17 U.S.C. § 505 against Defendants jointly and severally; and

19
20 (F) award Plaintiff Laundry Films, Inc. its reasonable attorneys' fees and costs
21 pursuant to A.R.S. §§ 12-341,12-341.01, in the alternative H.R.S. §607-14 or any
22 other applicable law against Defendants jointly and severally; and

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24 (G) grant the Plaintiffs any and all other and further relief that this Court
25 deems just and proper.
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The Plaintiffs hereby demands a trial by jury on all issues properly triable by jury.

DATED: Kailua-Kona, Hawaii, September 28, 2020.

CULPEPPER IP, LLLC

/s/ Kerry S. Culpepper

Kerry S. Culpepper

Attorney for Plaintiffs