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10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA  
12 WESTERN DIVISION

13 PCR DISTRIBUTING CO., a  
14 California corporation,

15 vs.

16 JOHN DOES 1 – 10, d/b/a  
17 NHENTAI.NET

18 Defendants.

19 Case No. 24-cv-7453

20 **COMPLAINT FOR:**

- 21 **1. COPYRIGHT INFRINGEMENT**
- 22 **2. VICARIOUS COPYRIGHT INFRINGEMENT**
- 23 **3. CONTRIBUTORY COPYRIGHT INFRINGEMENT**
- 24 **4. INDUCEMENT OF COPYRIGHT INFRINGEMENT**

25 **DEMAND FOR JURY TRIAL**

26 COMPLAINT FOR COPYRIGHT INFRINGEMENT AND RELATED CLAIMS

1 Plaintiff PCR Distributing Co., a California corporation (“Plaintiff” or “PCR”),  
2 by and through its counsel of record files this Complaint against Defendants John Does  
3 1-10, d/b/a nHentai.net (together, “Defendant” or “Defendants”).

4  
5 **PRELIMINARY STATEMENT**

6 1. Plaintiff PCR Distributing, Co. owns, creates, acquires, translates, and  
7 distributes premium hentai art and publications from Asia to the U.S. market, with a  
8 focus on delivering high-quality collectible products to a niche audience. Operating  
9 under the DBA Jast USA, PCR also specializes in localizing and publishing Japanese  
10 visual novels and dating-sim games for the English market.

11 2. Plaintiff’s content identified in this case is registered with the U.S.  
12 Copyright Office (the “Works”).

13 3. By this lawsuit, Plaintiff seeks to protect its registered, copyrighted works  
14 from blatant infringement by Defendants.

15 4. Plaintiff monetizes its operations through online advertising and its online  
16 platforms that serve as a gateway to drive users toward purchasing games, physical  
17 books, and merchandise. Additionally, PCR capitalizes on its fanbase by offering high-  
18 value, one-of-a-kind art pieces at trade shows, enhancing revenue and customer loyalty.

19 5. The conduct that gives rise to this lawsuit is egregious and willful.  
20 Defendants do business as, own and operate nHentai.net (“nHentai”). Collectively,  
21 Defendants use the domain name to distribute infringing copies of image and text  
22 works, including Plaintiff’s Works.

23 6. Defendants are directly and knowingly involved in the trafficking of  
24 thousands of pirated works – including five (5) registered works owned by Plaintiff –  
25 on 3,604 individual web pages. None of the infringing works posted on the sites are  
26 “user-generated content” or “third-party” uploads. That is, nHentai is not a user-  
generated content (“UGC”) website. There is no user upload capability. Defendants are

1 not “service providers,” are not engaged in the storage of content at the direction of  
2 users, and thus are not entitled to any of the safe harbors afforded under Section 512 of  
3 the Digital Millennium Copyright Act (“DMCA”) (17 U.S.C. § 512). Defendants do  
4 not even attempt to comply with the takedown obligations under the DMCA that would  
5 afford them safe harbor. Instead, they systematically refuse to comply with proper and  
6 compliant DMCA takedown notices.

7 7. Defendants’ actions are causing serious harm to Plaintiff and its business  
8 and must be stopped immediately. Because Defendants will not desist voluntarily,  
9 Plaintiff now comes before this Court to seek injunctive relief and damages.

### 10 **JURISDICTION AND VENUE**

11 8. This is a civil action seeking damages and injunctive relief for copyright  
12 infringement under the Copyright Act, 17 U.S.C. § 101 *et seq.*

13 9. This Court has subject matter jurisdiction over Plaintiff’s claims for  
14 copyright infringement under 28 U.S.C. §§ 1331 and 1338.

15 10. Defendants Does 1-10, d/b/a nHentai.net (“Defendants”) are unknown  
16 individuals or entities that own and operate at least one website, located at the uniform  
17 resource locator (“URL”) nHentai.net.

18 11. Based on information and belief, Defendants also own and operate the  
19 URL nHentai.to.

20 12. Defendants operate nHentai for purposes of the copyright infringement  
21 allegations alleged here.

22 13. Defendants knowingly and purposefully market to and target the entire  
23 United States, including residents of this District, through nHentai.

24 14. Based on a website analysis overview report prepared by Similarweb.com,  
25 an industry-trusted website analytics company, dated August 22, 2024 (the “NHentai  
26 SimilarWeb Report”), for the one month ending July 2024, nHentai averaged around

1 79.38 million monthly visitors with the average viewer visiting at least 41 pages and  
2 staying on nHentai for at least ten minutes. Of these users, visitors from the United  
3 States made up the largest market at 24.63%, with visitors from Japan comprising the  
4 next largest market at 22.14%.<sup>1</sup>

5 15. On information and belief, Defendants have contractual relationships with  
6 United States companies to promote those companies' services on nHentai. For  
7 example, nHentai displays advertisements for Eden AI by Eva AI, whose adult  
8 entertainment website, located at edenai.world, is owned and operated by Lanoto  
9 Solutions Inc., a New York-based company.<sup>2</sup>

10 16. Namecheap, Inc., an ICANN-accredited registrar based in Phoenix,  
11 Arizona, serves as the registrar for nHentai.net. To use Namecheap's services, users  
12 must complete a process that includes agreeing to terms and conditions governed by  
13 the laws of the United States of America. This process requires customers to provide  
14 essential information, such as their name, billing address, email, payment details, and  
15 DNS information. As a result, the Defendants have a direct contractual relationship  
16 with Namecheap, Inc.

17 17. Defendants use domain name servers (DNS) for nHentai which are located  
18 in California and are owned by Cloudflare, Inc., a corporation incorporated under the  
19 laws of the State of Delaware.<sup>3</sup>

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20 <sup>1</sup> Attached as **Exhibit A** is the nHentai SimilarWeb Report.

21 <sup>2</sup> Source: <https://lp2.edenai.world/termsus/> Last Visited August 27, 2024

22 <sup>3</sup> The Domain Name System (DNS) acts as the internet's phonebook, translating human-friendly  
23 domain names like nytimes.com into the unique IP addresses that computers use to locate and load  
24 web resources, eliminating the need for users to memorize complex numerical addresses. If a URL  
25 does not have DNS servers, a web browser will not be able to find the website because it cannot  
26 translate the URL into the numerical address needed to load the page. This will result in an error  
message saying the site cannot be found. What is DNS, Source:

1 18. On information and belief, Defendants have a direct contractual  
2 relationship with California-based Cloudflare for additional services, including its  
3 Cloudflare Insights Analytics product.<sup>4</sup>

4 19. Defendants’ use of United States vendors for domain name servers,  
5 United States content delivery networks, and other key services illustrate that  
6 Defendants are expressly aiming their website and business at the United States market.

7 20. On information and belief, Defendants all transact business in this Judicial  
8 District by way of their interactive website and through their interactivity with the  
9 United States and California residents who have been offered the infringing and  
10 unlawful content at issue here and who have, themselves, engaged in acts of  
11 infringement in this District and State. The Court has personal jurisdiction over  
12 Defendants, who have engaged in business activities in and directed to this District and  
13 have committed tortious acts within this District or directed at this District. Defendants  
14 are subject to service of process under the state Long-Arm Statute and Fed. R. Civ. P.  
15 4(e).

16 21. Any alien defendant is also subject to jurisdiction in any district. See 28  
17 U.S.C. 1391 (“An alien may be sued in any district.”) *See also* Fed. R. Civ. P. 4(k)(2).

18 22. Venue is appropriate in this District pursuant to 28 U.S.C. § 1391(b)  
19 because a substantial part of the events giving rise to the claim occurred in this judicial  
20

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[https://www.cloudflare.com/learning/dns/what-is-  
23 dns/#:~:text=The%20Domain%20Name%20System%20\(DNS,browsers%20can%20load%20Intern  
24 et%20resources.](https://www.cloudflare.com/learning/dns/what-is-dns/#:~:text=The%20Domain%20Name%20System%20(DNS,browsers%20can%20load%20Internet%20resources.)

25 <sup>4</sup> Cloudflare Web Analytics provides website usage metrics. It allows the website owner(s) to collect  
26 essential data, such as top-performing pages and traffic sources. Source:  
<https://www.cloudflare.com/web-analytics/>

1 district and/or because Defendants are subject to the court’s personal jurisdiction with  
2 respect to this action.

3 **PARTIES**

4 23. PCR operates a sophisticated business model focused on acquiring,  
5 translating, and distributing high-quality Japanese art and publications for the  
6 international market. With an additional office in Japan, PCR negotiates contracts  
7 directly with artists and publishers to secure exclusive rights, and then translates and  
8 distributes these works, primarily in English.

9 24. The production process at PCR is meticulous, involving multiple stages.  
10 It begins with initial file preparation, followed by translation, editing, lettering, and  
11 retouching. Quality control is conducted at various checkpoints throughout the process.  
12 The final stages include layout design, printing, shipping, warehousing, and fulfillment.  
13 These efforts result in high-quality, collectible items that cater to a discerning hentai  
14 fan market. Due to the intensive process, PCR’s products are considered premium and  
15 are sold at a higher price point.

16 25. PCR’s model has proven successful, as reflected in PCR's sales data.  
17 Furthermore, top customers can spend substantial sums, over \$10,000 in total  
18 purchases. At trade shows, PCR engages directly with collectors, offering unique, one-  
19 of-a-kind hand-drawn art pieces priced between \$1,000 and \$3,000, further enhancing  
20 their revenue streams.

21 26. To reach its target audience, PCR strategically places ads on websites that  
22 promote its products. This multi-faceted approach drives traffic to their platform and  
23 strengthens their sales funnel, contributing to PCR’s continued success.

24 27. A schedule of the copyright registrations for Plaintiff’s works at issue is  
25 attached as **Exhibit B** (the “Subject Works”).  
26

1 28. Plaintiff has never authorized or given consent to Defendants to use its  
2 copyrighted works on Defendants' websites.

3 29. Defendants own and operate the URL located at nHentai.net.

4 30. NHentai.net is a domain registered in the United States.

5 31. The nHentai.net website is available in the United States.

6 32. Defendants operate nHentai with the intention of broadcasting,  
7 distributing, or making available content in the United States and earning money from  
8 the United States market.

9 33. Defendants are the owners, operators, shareholders, executives, and/or  
10 affiliates of nHentai. Plaintiff is unaware of the true names or capacities of the  
11 Defendants. Plaintiff is informed and believes, and on that basis alleges, that the  
12 Defendants either (a) directly performed the acts alleged here, (b) were acting as the  
13 agents, principals, alter egos, employees, or representatives of the owners and  
14 operators of nHentai, and/or (c) otherwise participated in the acts alleged here with  
15 the owners and operators of nHentai. Accordingly, the Defendants are liable for all  
16 acts alleged herein because they were both the cause in fact, and the proximate cause  
17 of all injuries suffered by Plaintiff as described. Plaintiff will amend the complaint to  
18 state the true names of the Defendants when their identities are discovered.

19 **STATEMENT OF FACTS**

20 34. NHentai.net is a website that displays pirated copyright-registered adult  
21 entertainment content without authorization or license.

1 35. NHentai.net is a widely visited platform for adult manga<sup>5</sup> and doujinshi  
2 content<sup>6</sup>, attracting over 79,000,000 visits per month. The website hosts a vast  
3 collection of hentai<sup>7</sup> works, including commercially produced content, much of which,  
4 based on information and belief, is shared without proper authorization from the  
5 owners.

6 36. Based on information and belief, all content and Works displayed on  
7 nHentai as galleries originate from digital or physical books and are uploaded to the  
8 site by the domain's owners and/or operators. That is, third parties cannot upload any  
9 content to nHentai.

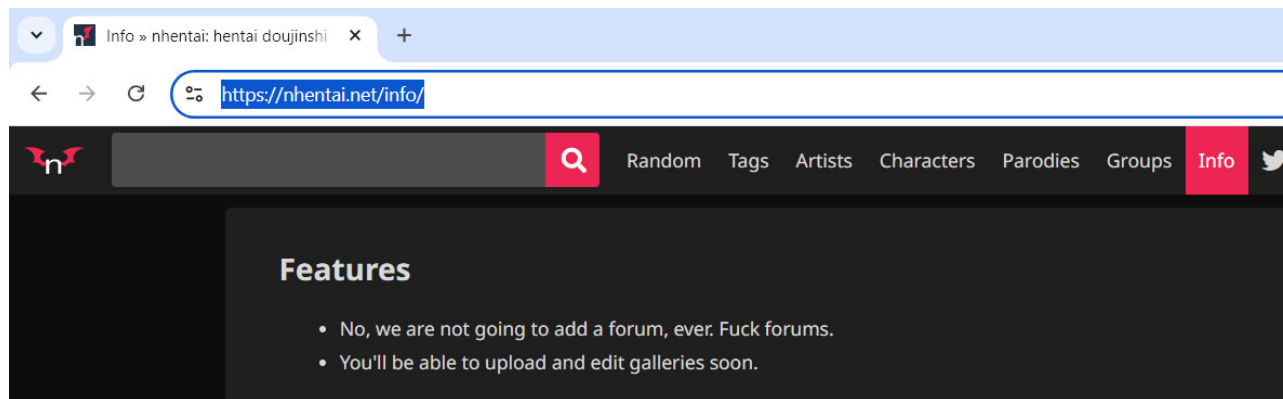
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20 <sup>5</sup> “*Manga* is an umbrella term for a wide variety of comic books and graphic novels originally  
21 produced and published in Japan.” Source: [https://www.nypl.org/blog/2018/12/27/beginners-guide-](https://www.nypl.org/blog/2018/12/27/beginners-guide-manga)  
22 [manga](https://www.nypl.org/blog/2018/12/27/beginners-guide-manga) Last Visited August 27, 2024

23 <sup>6</sup> “A *doujinshi* is a fan-created or self-published work, sometimes in the form of erotic manga.”  
24 Source: <https://www.dictionary.com/e/pop-culture/doujinshi/> Last Visited August 27, 2024.

25 <sup>7</sup> “...a subgenre of Japanese manga, anime, computer games, etc., characterized by explicit sexual  
26 themes and imagery.” Source: <https://www.dictionary.com/browse/hentai> Last Visited August 27,  
2024.



1 37. The top of nHentai's information page emphasizes operator control,  
2 stating, "No, we are not going to add a forum, ever," and that users will not have the  
3 ability to upload or edit galleries.<sup>8</sup>



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11 38. Defendants are actively pirating content.

12 39. Defendants monetize their copyright infringement on nHentai through the  
13 advertising banners visible on the site. On information and belief, advertising is the  
14 only way nHentai makes money.

15 40. Besides displaying static banner advertisements, the nHentai website  
16 shows visitors pop-up advertisements when they view Works on the site.

17 41. Advertisements on nHentai.net include those for competing adult products  
18 and services that target the hentai-specific user demographic.

19 42. NHentai.net doesn't incur the costs typically associated with content  
20 production. Based on information and belief, the owners and operators' source and  
21 curate hentai content that will drive traffic to the website, which, in turn, increases ad  
22 impressions and revenue.

23 43. NHentai allows users to download Works from the site. This functionality  
24 makes it impossible to know where and how many times the copyrighted videos have

25 <sup>8</sup> Source: <https://nhentai.net/info/> Last Visited August 27, 2024.

1 been saved, viewed, re-posted, and displayed illegally as a direct result of Defendant's  
2 unlawful display.

3 44. NHentai does not meet the requirements for the safe harbor provisions of  
4 the DMCA. Specifically, Defendants do not honor take-down notices.

5 45. On information and belief, Defendants load infringing materials onto  
6 nHentai and are the sole infringers of Works on those websites.

7 46. Plaintiff's agents routinely police websites to identify infringement of  
8 Plaintiff's copyrighted works. Those investigations revealed that Plaintiff's  
9 copyrighted works are available on nHentai. Defendants have no license or  
10 authorization from Plaintiff to copy or display Plaintiff's works on nHentai.

11 47. As of August 29, 2024, Plaintiff has identified that the nHentai website  
12 displayed 5 of Plaintiff's copyrighted registered works on 3,604 URLs. **Exhibit B** to  
13 this complaint identifies the copyright registrations and the URLs where Defendants  
14 displayed them. Defendants have no authority or license to display or distribute any  
15 portion of Plaintiff's copyrighted works on nHentai.

16 48. Plaintiffs have demanded that nHentai remove Plaintiff's content from  
17 nHentai by sending a series of takedown notices in accordance with the takedown  
18 provisions of the Digital Millennium Copyright Act, 17 U.S.C. § 512(c). Specifically,  
19 DMCA-compliant takedown notices seeking to remove its Works from NHentai were  
20 sent to the abuse email displayed on the nHentai 'info' page, the domain registrar, and  
21 service provider Cloudflare. Additional notices were sent to Google.com to report the  
22 infringing links.

23 49. In October 2023, the nHentai Defendants, through their attorneys John T.  
24 Wilson and Jennifer M. Rynell, attempted to have PCR enter into a 'HIGHLY  
25 CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT' to settle claims,  
26 including copyright infringement, between the Plaintiffs and Defendants in this case.

1 PCR declined the agreement and further requested the removal of its works from  
2 nHentai.

3 50. Based on information and belief, Counsel for Defendants, John T. Wilson  
4 and Jennifer M. Rynell had constructive if not actual knowledge of nHentai's copyright  
5 infringement of PCR Works at issue in this case since at least October 2023.

6 51. As of the filing of this complaint, Plaintiff or its agents sent DMCA-  
7 compliant takedown notices identifying infringing works on Defendants' website to the  
8 email address provided for reporting abuse. Additional DMCA-complaint takedown  
9 notices were sent to nHentai's known service providers. However, 100% of the  
10 reported URLs remain active.

11 52. None of the DMCA takedown notices sent by Plaintiff to the Defendants  
12 or their service providers were returned as undeliverable.

13 53. Defendants did not remove any content identified in the takedown notices  
14 or respond to any of Plaintiff's DMCA takedown notices. On information and belief,  
15 Defendants have actual knowledge and clear notice of the infringement of Plaintiff's  
16 works.

17 54. Through the conduct alleged here, Defendants knowingly promote,  
18 participate in, facilitate, assist, enable, materially contribute to, encourage, and induce  
19 copyright infringement, and thereby have infringed, secondarily infringed, and induced  
20 infringement by others, the copyrights in Plaintiff's copyrighted work.

21 55. Defendants, either jointly, severally, actually, constructively, and with or  
22 without direct concert with one another, deprived Plaintiff of the lawful monetary  
23 rewards that accompany its rights in the copyrighted works. Defendants' disregard for  
24 copyright laws threatens Plaintiff's business.

25 56. Defendants intentionally, knowingly, negligently, or through willful  
26 blindness avoided reasonable precautions to deter rampant copyright infringement on  
nHentai.

1 57. Defendants’ acts and omissions allow them to profit from their  
2 infringement while imposing the burden of monitoring Defendants’ website onto  
3 copyright holders, without sufficient means to prevent continued and unabated  
4 infringement.

5 **FIRST CAUSE OF ACTION**

6 **Copyright Infringement – 17 U.S.C. §§ 101 *et seq.***

7 **Against All Defendants**

8 58. Plaintiff realleges and reincorporates the allegations in paragraphs 1 – 57  
9 above as though fully set forth herein.

10 59. Plaintiff owns copyrights in the Subject Works.

11 60. Plaintiff has valid registrations with the United States Copyright Office  
12 for each of the Subject Works.

13 61. Defendants have infringed, and are continuing to infringe Plaintiff’s  
14 copyrights by uploading, reproducing, adapting, distributing, publicly performing,  
15 and/or publicly displaying and authorizing others to reproduce, adapt, distribute,  
16 publicly perform, and/or publicly display copyrighted portions and elements of the  
17 Subject Works, and/or the Subject Works in their entirety, without authorization, in  
18 violation of the Copyright Act, 17 U.S.C. § 101 *et seq.*

19 62. Defendants did not have authority or license to copy or display the Subject  
20 Works.

21 63. Plaintiff has never authorized or given consent to Defendants to use the  
22 Subject Works in the manner displayed and exploited by Defendants.

23 64. Defendants knew or reasonably should have known they did not have  
24 permission to exploit the Subject Works on nHentai and further knew or should have  
25 known their acts constituted copyright infringement.  
26

1           65. Defendants' acts of infringement are willful, in disregard of, and with  
2 indifference to the manner displayed and exploited by Plaintiff.

3           66. The quality of content such as Subject Works available to users on nHentai  
4 increased the attractiveness of nHentai to its customers, increased its user base, and  
5 increased its advertising sales revenue.

6           67. On information and belief, Defendants actively uploaded pirated  
7 copyrighted files, enabling users of nHentai to view copyrighted Subject Works for  
8 free. On information and belief, the content at nHentai is not user-generated content  
9 but is uploaded by Defendants.

10           68. Defendants controlled the files owned by Plaintiff and determined  
11 which files remained for display and distribution.

12           69. On information and belief, Defendants were aware of or were willfully  
13 blind to the fact that pirated copyrighted materials comprised popular works on  
14 nHentai.

15           70. Defendants, through nHentai, affirmatively and willfully  
16 accommodated Internet traffic generated by the illegal acts.

17           71. As a direct and proximate result of Defendants' infringement, Plaintiff  
18 is entitled to his actual damages along with Defendants' profits that are attributable  
19 to their infringement; alternatively, it is entitled to statutory damages for  
20 infringement in the maximum statutory amount allowed.

21           72. Because of Defendants' acts and conduct, Plaintiff has sustained and  
22 will continue to sustain substantial, immediate, and irreparable injury, for which  
23 there is no adequate remedy at law. Unless enjoined and restrained by the Court,  
24 Defendants will continue to infringe Plaintiff's rights in the Subject Works. Plaintiff  
25 is entitled to temporary, preliminary, and permanent injunctive relief to restrain  
26 and enjoin Defendants' continuing infringing conduct.



1 82. Defendants' acts of infringement were willful, intentional, and purposeful  
2 and in reckless disregard of and with indifference to Plaintiff's rights.

3 83. As a direct and proximate result of Defendants' infringement, Plaintiff  
4 is entitled to his actual damages along with Defendants' profits that are attributable  
5 to their infringement; alternatively, it is entitled to statutory damages for  
6 infringement in the maximum statutory amount allowed.

7 84. Because of Defendants' acts and conduct, Plaintiff has sustained and  
8 will continue to sustain substantial, immediate, and irreparable injury, for which  
9 there is no adequate remedy at law. Unless enjoined and restrained by the Court,  
10 Defendants will continue to infringe Plaintiff's rights in the Subject Works. Plaintiff  
11 is entitled to temporary, preliminary, and permanent injunctive relief to restrain  
12 and enjoin Defendants' continuing infringing conduct.

13 **THIRD CAUSE OF ACTION**

14 **Vicarious Copyright Infringement**

15 **Against All Defendants**

16 85. Plaintiff realleges and reincorporates the allegations in paragraphs 1 –  
17 84, above as though fully set forth herein.

18 86. Unknown individuals, without authorization, reproduced and distributed  
19 Plaintiff's works through Defendants' websites, directly infringing Plaintiff's Subject  
20 Works.

21 87. Defendants had a right and ability to supervise or control that infringing  
22 conduct and failed to do so.

23 88. Defendants had a direct financial interest in that infringing activity.

24 89. The acts, omissions, and conduct of all Defendants constitute vicarious  
25 copyright infringement.

26 90. The acts of infringement by Defendants have been willful, intentional, and  
purposeful and in reckless disregard of and with indifference to Plaintiff's rights.

1 91. As a direct and proximate result of Defendants' infringement, Plaintiff  
2 is entitled to his actual damages along with Defendants' profits that are attributable  
3 to their infringement; alternatively, it is entitled to statutory damages for  
4 infringement in the maximum statutory amount allowed.

5 92. Because of Defendants' acts and conduct, Plaintiff has sustained and  
6 will continue to sustain substantial, immediate, and irreparable injury, for which  
7 there is no adequate remedy at law. Unless enjoined and restrained by the Court,  
8 Defendants will continue to infringe Plaintiff's rights in the Subject Works. Plaintiff  
9 is entitled to temporary, preliminary, and permanent injunctive relief to restrain  
10 and enjoin Defendants' continuing infringing conduct.

11 **FOURTH CAUSE OF ACTION**  
12 **Inducement of Copyright Infringement**  
13 **Against All Defendants**

14 93. Plaintiff realleges and reincorporates the allegations in paragraphs 1 – 92,  
15 above as though fully set forth herein.

16 94. Defendants have induced copyright infringement. Defendants designed  
17 and/or distributed technology, devices, or products used in infringement at nHentai.

18 95. Acts of copyright infringement occurred at nHentai, as described, *supra*,  
19 in Paragraphs 6 - 72.

20 96. Through their website, Defendants distribute and make available the  
21 Subject Works with the object and goal of encouraging or assisting the copyright  
22 infringement alleged here.

23 97. Defendants have an object of promoting the use of nHentai to infringe  
24 copyright.

25 98. On information and belief, Defendants cause or materially contribute to  
26 the infringement on nHentai because they are aware of the infringement, can take



1 simple measures to prevent further infringement, and have failed to implement those  
2 measures

3 99. Through both their inducement of infringement and material contribution  
4 to copyright infringement, Defendants have caused copyright infringement. As a direct  
5 and proximate result of Defendants' inducement and material contribution to  
6 infringement, individuals infringed Plaintiff's copyrighted works. These individuals  
7 reproduced, distributed, and publicly disseminated Plaintiff's copyrighted works  
8 through Defendants' websites.

9 100. On information and belief, Defendants have participated in the illegal  
10 uploading and encouraged the illegal downloading and/or viewing of Plaintiff's  
11 copyrighted works, thus inducing the unauthorized reproduction, adaptation, public  
12 display, and/or distribution of copies of Plaintiff's copyrighted works, and thus to the  
13 direct infringement of Plaintiff's copyrighted works.

14 101. Defendants' actions constitute inducing copyright infringement of  
15 Plaintiff's copyrights and exclusive rights under copyright in Plaintiff's copyrighted  
16 works in violation of the Copyright Act, 17 U.S.C. §§ 106 and 501.

17 102. The infringement of Plaintiff's rights in and to each of Plaintiff's  
18 copyrighted works constitutes a separate and distinct infringement.

19 103. The acts of infringement by Defendants have been willful, intentional,  
20 purposeful, and in reckless disregard of and with indifference to Plaintiff's rights.

21 104. As a direct and proximate result of Defendants' infringement, Plaintiff  
22 is entitled to its actual damages along with Defendants' profits that are attributable  
23 to their infringement; alternatively, it is entitled to statutory damages for  
24 infringement in the maximum statutory amount allowed.

25 105. Because of Defendants' acts and conduct, Plaintiff has sustained and will  
26 continue to sustain substantial, immediate, and irreparable injury, for which there is no  
adequate remedy at law. Unless enjoined and restrained by the Court, Defendants will

1 continue to infringe Plaintiff's rights in the Subject Works. Plaintiff is entitled to  
2 temporary, preliminary, and permanent injunctive relief to restrain and enjoin  
3 Defendants' continuing infringing conduct.

4  
5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff PCR Distributing, Co. prays that this Court enter  
7 judgment in its favor on every claim for relief set forth above and award PCR  
8 Distributing, Co. relief including, but not limited to, an Order:

9 A. Preliminarily and permanently enjoining Defendants, their agents,  
10 servants, officers, directors, employees, attorneys, representatives, successors and  
11 assigns and parent and subsidiary corporations or other related entities, and any or all  
12 persons acting in concert or participation with any of them, or under their direction or  
13 control, from any of the following activities:

14 (1) Hosting, linking to, distributing, reproducing, copying,  
15 downloading, uploading, making available for download, indexing,  
16 displaying, exhibiting, publicly performing, communicating to the public,  
17 streaming, transmitting, or otherwise exploiting or making any use of any  
18 of Plaintiff's copyrighted works, including the Subject Works, or any  
19 portion(s) thereof in any form;

20 (2) Enabling, facilitating, permitting, assisting, soliciting,  
21 encouraging or inducing, whether directly or indirectly, any user or other  
22 third party (i) to host, link to, distribute, reproduce, copy, download,  
23 upload, make available for download, index, display, exhibit, publicly  
24 perform, communicate to the public, stream, transmit, or otherwise exploit  
25 or make any use of Plaintiff's copyrighted works, including the Subject  
26 Works, or portion(s) thereof; or (ii) to make available any of Plaintiff's

1 copyrighted works, including the Subject Works, for hosting, linking to,  
2 distributing, reproducing, copying, downloading, uploading, making  
3 available for download, indexing, displaying, exhibiting, publicly  
4 performing, communicating to the public, streaming, transmitting, or  
5 other exploitation or use;

6 (3) Using, operating, maintaining, distributing, or supporting  
7 any computer server, website, software, domain name, email address,  
8 social media account, bank account, or payment processing system in  
9 connection with the hosting, linking to, distributing, reproducing,  
10 copying, downloading, uploading, making available for download,  
11 indexing, displaying, exhibiting, publicly performing, communicating to  
12 the public, streaming, transmitting, or other exploitation or use of any of  
13 Plaintiff's copyrighted works, including the Subject Works;

14 (4) Enabling, facilitating, permitting, assisting, soliciting,  
15 encouraging or inducing, whether directly or indirectly, any user or other  
16 third party to visit any website, including but not limited to any website  
17 operated by Defendants, that hosts, links to, distributes, reproduces,  
18 copies, downloads, uploads, makes available for download, indexes,  
19 displays, exhibits, publicly performs, communicates to the public,  
20 streams, transmits, or otherwise exploits or makes any use of Plaintiff's  
21 copyrighted works, including the Subject Works, or portion(s) thereof;

22 (5) Transferring or performing any function that results in the  
23 transfer of the registration of the domain name nHentai.net, or any other  
24 domain name used in conjunction with Defendants' infringing activities,  
25 to any other registrant or registrar; and  
26

1 (6) Assisting, aiding, or abetting any other person or business  
2 entity in engaging in or performing any of the activities referred to in  
3 this Paragraph.

4 B. Requiring Defendants and their officers, servants, employees,  
5 agents, and any persons who are, or on notice and upon continued provision of services  
6 would be, in active concert or participation with them, including but not limited to the  
7 domain name registrars and registries (including, but not limited to, Namecheap, Inc.)  
8 administering, holding, listing, or otherwise having control over the domain name  
9 nHentai.net, or any other domain name used in conjunction with Defendants' infringing  
10 activities, to transfer such domain name to Plaintiff's ownership and control, including,  
11 *inter alia*, by changing the registrar of record to the registrar of Plaintiff's choosing,  
12 unless Plaintiff requests that such domain name be held and/or released rather than  
13 transferred.

14 C. Requiring Defendants, their agents, servants, officers, directors,  
15 employees, attorneys, privies, representatives, successors and assigns and parent and  
16 subsidiary corporations or other related entities, and any or all persons or entity or  
17 entities acting in concert or participation with any of them, or under their direction or  
18 control, including any internet search engines, web hosting and Internet service  
19 providers, domain name registrars, domain name registries and other service or  
20 software providers, within five (5) business days from the issuance of this Order:

21 (1) To block or attempt to block access by United States users of  
22 nHentai.net website by blocking or attempting to block access to all  
23 domains, subdomains, URLs, and/or IP Addresses that has as its sole or  
24 predominant purpose to enable to facilitate access to nHentai.net;

25 (2) To re-route all domains, subdomains, URLs, and/or IP  
26 addresses that provide access to each and every URL available from  
nHentai.net, their domains and subdomains.

1 D. That Defendants be ordered to file with the Court and serve upon  
2 Plaintiff, within thirty (30) after the entry of an injunction, a report in writing and under  
3 oath, setting forth in detail the manner and form in which Defendants have complied  
4 with any ordered injunction;

5 E. That Plaintiff be awarded statutory damages in an amount to be  
6 determined at trial for all infringing activities, or actual damages including Plaintiff's  
7 damages and lost profits, Defendants' profit, at Plaintiff's election;

8 F. That Defendants be ordered to account to Plaintiff for all profits,  
9 gains, and advantages that they have realized through their unauthorized use of  
10 Plaintiff's copyrighted works;

11 G. That Plaintiff be awarded enhanced damages and attorney's fees;

12 H. That Plaintiff be awarded pre-judgment and post-judgment interest;

13 I. That Plaintiff be awarded costs and expenses incurred in  
14 prosecuting this action, including expert witness fees; and

15 J. That such other and further preliminary and permanent relief be  
16 awarded to Plaintiff as the Court deems appropriate.

17 Dated: August 30, 2024

**KARISH & BJORGUM, PC**

19 /s/ A. Eric Bjorgum

20 A. Eric Bjorgum, State Bar No. 198392

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26 Attorneys for Plaintiff PCR Distributing, Co.

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**DEMAND FOR JURY TRIAL**

Plaintiff hereby respectfully demands a jury trial as provided by Rule 38(a) of the Federal Rules of Civil Procedure.

Dated: August 30, 2024

**KARISH & BJORGUM, PC**

/s/ A. Eric Bjorgum  
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