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19 UNITED STATES DISTRICT COURT
20 CENTRAL DISTRICT OF CALIFORNIA

21 ALS SCAN, INC., a Maryland
22 corporation,

23 Plaintiff,

24 vs.

25 CLOUDFLARE, INC., a Delaware
26 corporation, et al.,

27 Defendants.

Case No.: 2:16-cv-05051-GW-AFM

**PLAINTIFF’S REPLY
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION FOR PARTIAL
SUMMARY JUDGMENT AGAINST
DEFENDANT STEADFAST
NETWORKS, LLC**

**Filed Concurrently: Reply
Declaration of Eric Penn**

Date: January 4, 2018

Time: 8:30 a.m.

Place: Courtroom 9D

350 W. 1st Street

Los Angeles, CA

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1 **SUMMARY OF REPLY**

2 As Plaintiff ALS Scan, Inc. (“ALS”) predicted, Defendant Steadfast
3 Networks LLC (“Steadfast”) opposed ALS’s summary judgment motion with a
4 novel and meritless theory. According to Steadfast, it can own, operate and
5 maintain servers on which its clients’ website, imagebam.com, resides, and
6 enjoy full immunity from contributory copyright liability despite receipt of over
7 one thousand notifications of infringement on imagebam.com, with no burden
8 to terminate services to that site, merely because imagebam.com is itself an ISP
9 with its own notice and takedown procedure. Steadfast’s concoction is entirely
10 without support in the Copyright Act or case law.

11 In enacting Section 512 of the Copyright Act, Congress intended to strike
12 a balance between service providers and copyright owners. In exchange for
13 safe harbors from liability, service providers were incentivized by potential loss
14 of those safe harbors to cooperate with copyright owners, including by
15 informing account holders of, and enforcing, a policy of termination of services
16 for repeat infringement.

17 Steadfast’s rogue theory eviscerates that balance, leaving service
18 providers with tacit immunities and copyright owners without recourse to
19 responsible parties in US courts. ALS has shown without controversy that it
20 suffers from an endless infringement ecosystem, in which entire galleries of its
21 content are incessantly posted without authority on pirate free host sites such as
22 imagebam.com, ostensibly content-neutral yet with no apparent significant
23 purpose other than hosting stolen adult content. The locations of the stolen
24 galleries are published on adult fan sites to entice surfers drawn to the allure of
25 free infringing content. Imagebam.com monetizes the Internet traffic through
26 advertisements. If ALS or other copyright owners send infringement notices to
27 Steadfast and imagebam.com, the stolen gallery comes down one day and
28 another appears the next. Under Steadfast’s theory, ALS must send endless

1 infringement notifications to Steadfast and imagebam.com with no claim
2 against Steadfast when it refuses to terminate services, leaving ALS recourse
3 only against anonymous uploaders, impecunious and largely foreign surfers
4 who imagebam.com “tracks” only through IP addresses.

5 This is not the law.

6 The facts are not disputed. The only dispute is the legal conclusion to
7 draw from these facts. Steadfast is wrong. The Court should grant ALS’s
8 motion. Steadfast should be adjudged liable for contributory copyright and
9 trademark infringement. Trial would remain to assess damages.

10 **UNDISPUTED FACTS**

11 Steadfast raised picayune quarrels with some of ALS’s undisputed facts,
12 none giving rise to triable issues of fact. The material undisputed facts warrant
13 summary judgment in favor of ALS.

14 The following facts are without dispute.

15 ALS owns a library of proprietary adult content. The content is protected
16 by copyright and trademark.¹

17 ALS has observed an endless loop of systematic infringement: 1) within
18 hours after ALS posts a new content gallery on its secure webpages a stolen
19 copy of the entire gallery is displayed for free on a pirate site; 2) adult “fan”
20 forums (e.g. vipergirls.to) provide surfers with links to the free stolen ALS
21 galleries; 3) infringing content on the pirate sites is juxtaposed with
22 advertisements placed by ad brokers who pay for clicks or joins; 4) ALS sends
23

24
25 ¹ Steadfast conjured an example of an ALS image supposedly not bearing the
26 trademark. Steadfast took an image from a free tour page on alsscan.com which
27 appears under the ALS Scan mark on the page. The images on the tour pages
28 have a different aspect ratio than the images on the members’ page, thus the
example picked by Steadfast was cropped above the mark. The same image
from the members’ area shows the mark in the lower right. Penn Reply Decl.

1 notice(s) of infringing content on the pirate site and, sometimes, the infringing
2 content is taken down; but 5) that gallery or another stolen ALS gallery appears
3 on another page of the same pirate site shortly thereafter; and 6) the cycle
4 continues endlessly.

5 Imagebam.com is a pirate site with which ALS has had chronic
6 infringement issues. While imagebam.com apparently claims to be a content
7 neutral share site for third-party uploaded content, thus claiming the privileges
8 of the DMCA, even a short time looking at imagebam.com reveals key
9 attributes of “pirate” sites, ones primarily dedicated to storing galleries of
10 infringing adult content – “red flags” of infringement. Imagebam.com, like
11 other pirate sites: 1) offers alternative high volume upload capacities not
12 typically offered on “mainstream” content-share sites; 2) fails to offer
13 limitations such that only friends or invitees may view content, but rather
14 uploads all content to unsecure publicly viewable pages; 3) monetizes uploaded
15 content through advertisements over, under and proximate to uploaded content,
16 ads that do not direct traffic to the copyright owner; 4) provides code or
17 hyperlinks that can be quickly used to publish the location of the
18 imagebam.com page on adult “fan” forums, sites offering links to free stolen
19 adult content galleries; 5) requires no verifiable personal information to upload
20 content and has weak ability to track and terminate users; and 6) fail to display
21 information indicating compliance with 18 USC § 2257, requiring record
22 keeping of the age of models appearing in adult content.

23 Steadfast “owned” servers that were leased on a “dedicated” basis to
24 Flixya, the owner/operator of imagebam.com.² Flixya leased three dedicated

25 _____
26 ² Steadfast attempts to spin the Zimmerman testimony as Steadfast’s
27 representative with a correcting and even contradictory declaration from Kevin
28 Stange. These undisputed facts are drawn directly from Mr. Zimmerman’s
testimony. Zimmerman 30(b)(6) Depo. 15:12-18

1 servers from Steadfast.³ Steadfast maintained and supported the servers’
2 physical hardware.⁴ The servers were located in Steadfast’s data center.⁵
3 Steadfast configured the servers to Flixya’s needs.⁶ Steadfast could “pull” the
4 server on which imagebam.com resided, in other words, “shut it down.”⁷

5 ALS has hired an agent, Steve Easton to observe infringing ALS images
6 on the Internet and send notifications of infringement to those directly or
7 secondarily responsible for the infringement (“DMCA notices”). Steve Easton
8 regularly observed infringing ALS images – often entire galleries – on
9 imagebam.com. He prepared email notifications of infringement, including the
10 language required by Section 512(c) and a hyperlink to each infringing image
11 on imagebam.com. He sent the notifications to those directly or secondarily
12 responsible for infringement.

13 Mr. Easton regularly observed infringing galleries of ALS content on
14 imagebam.com. Mr. Easton sent sent 853 notices of infringement to
15 imagebam.com and Steadfast concerning infringing images belonging to his
16 clients – ALS and other adult content owners – on imagebam.com. Of those,
17 185 complained of infringing ALS images. The notifications were sent to the
18 email addresses designated by imagebam.com and Steadfast to receive
19 notification of infringement.

20 In total, just in the last three years, Steadfast received 1517 notifications
21 of infringement on imagebam.com.

22 Steadfast has not adopted and informed account holders of a policy of
23 termination of accounts for repeat infringement. Steadfast has no links on its
24

25
26 ³ Zimmerman 30(b)(6) Depo. 21:14-19

27 ⁴ Zimmerman 30(b)(6) Depo. 16:1-4

28 ⁵ Zimmerman 30(b)(6) Depo. 18:1-3

⁶ Zimmerman 30(b)(6) Depo. 31:2-22

⁷ Zimmerman 30(b)(6) Depo. 53:15-23

1 homepage or anywhere else on its site using the terms “DMCA,” “Abuse” or
2 “Infringement.” Steadfast’s home page has a small link at the bottom titled
3 “Legal Info and Privacy Policy,” which when clicked resolves to Steadfast’s
4 “Acceptable Use Policy (AUP)/Terms of Service.” Prior to receipt of service in
5 this case, that page said only “[a]ny illegal activity may result in your site being
6 suspended immediately, without notification. . . . Steadfast will be the sole
7 arbiter as to what constitutes a violation of this provision.” After being sued,
8 Steadfast made a modest but inadequate improvement in the terms. Now the
9 page says: “Steadfast responds to notices of alleged copyright infringement and
10 terminates accounts of repeat infringers according to the process set out in the
11 U.S. Digital Millennium Copyright Act.” In discovery Steadfast said “Steadfast
12 has not defined the term ‘repeat infringer’ as even the DMCA is silent as to any
13 definition.”

14 In response to receipt of over 800 notices of infringement from Steve
15 Easton, Steadfast did absolutely nothing.⁸

16
17 ⁸ In response to a 30(b)(6) deposition notice, Steadfast produced Karl
18 Zimmerman as the sole designee. The notice asked Steadfast to produce one or
19 more witnesses to address for the company what Steadfast had done in response
20 to the infringement notices, including Steadfast’s efforts to terminate repeat
21 infringers. Zimmerman Depo. pp. 10-11, Ex. 1. Mr. Zimmerman testified on
22 behalf of Steadfast that the company made no effort to follow up on the
23 infringement notices because imagebam.com had shown on a prior occasion
24 that it had a notice and takedown procedure. Mr. Zimmerman also testified for
25 Steadfast that the company felt it had no burden to act until Mr. Easton notified
26 Steadfast that material had not been removed in response to the notice.

27 In response to ALS’s motion, Steadfast provided the declaration of Kevin
28 Stange, who corrected and even contradicted Mr. Zimmerman by saying that
Steadfast responded to Mr. Easton’s notifications through a ticketing system.
The Court should ignore this declaration. Mr. Zimmerman was testifying for
the company, not merely to his own recollection. A party may not testify one
way in a corporate deposition and later adduce contradictory testimony from an
employee. *Rainey v. American Forest & Paper Ass’n, Inc.*, 26 F.Supp.2d 82,

1 Steadfast had information that imagebam.com was receiving high volume
2 uploads, and could have obtained further information about imagebam.com’s
3 operations simply by looking at the site. A look at imagebam.com would have
4 revealed that imagebam.com was accepting high volume uploads of adult
5 content and other “red flags” of infringement.

6 Steadfast maintained its own theory that if its own client was an Internet
7 service provider, Steadfast had no burden to terminate services to its client, or
8 indeed take any action, in response to notifications of infringement.

9 Steadfast did not terminate Flixya’s account. Steadfast did not “pull the
10 plug” on the servers on which imagebam.com resided. Steadfast has never
11 terminated an account for repeat infringement.

12 **ARGUMENT**

13 **I. STEADFAST IS LIABLE FOR CONTRIBUTORY COPYRIGHT**
14 **INFRINGEMENT.**

15 The parties agree that Steadfast was notified 185 times that infringing
16 ALS content resided on imagebam.com. A single notification provided the
17 location of numerous infringing ALS images, often entire galleries. Steadfast
18 owned, stored, configured and maintained the servers on which imagebam.com
19 and the infringing content resided. Yet, Steadfast never terminated services to
20 Flixya or “pulled the plug” on the servers on which imagebam.com resided.

21 Steadfast’s continued ownership, storage and maintenance of servers on
22 which infringing ALS content appeared, in the face of repeated notifications of
23 infringement, renders Steadfast a contributory infringer. This case is squarely
24 within the ambit of *Fonovisa v. Cherry Auction, Inc.*, 76 F.3d 259 (9th Cir.

25
26 95 (D. D.C. 1998) [corporate party bound by 30(b)(6) testimony and could not
27 use conflicting affidavits in summary judgment motion]; *Reilly v. NatWest*
28 *Markets Group, Inc.*, 181 F.3d 253, 268 (2d Cir. 1999) (more knowledgeable
witness prevented from testifying at trial).

1 1996) and *Louis Vuitton Malletier, S.A. v. Akonic Solutions, Inc.*, 658 F.3d 936,
2 943 (9th Cir. 2011). Steadfast provided the Internet equivalent of real estate –
3 the “site and facilities” – on which chronic infringement occurred.

4 Steadfast’s distinction of these cases is specious.

5 Steadfast is not an absentee landlord. Steadfast owned, configured,
6 maintained and stored the servers on which imagebam.com resided. Steadfast
7 is like the owner of the flea market in *Cherry Auction*. The flea market operator
8 received repeat notifications – many fewer than Steadfast received here – that
9 vendors in its flea market were selling bootleg merchandise. However the
10 operator failed to eject the offending vendor(s) from the flea market, thus
11 rendering it liable for contributory infringement.

12 Would the results of *Cherry Auction* have changed if the vendors were
13 selling bootleg merchandise on consignment from third parties rather than
14 procuring it directly? Would the flea market operator have evaded contributory
15 liability by complaining it had no ability to prevent third parties from providing
16 stolen merchandise to its vendors on consignment? No. Whether the vendors
17 procured stolen merchandise themselves or from third parties, in either case the
18 flea market operator had to cease providing its site and facilities to the vendor
19 in question or become a contributory infringer.

20 Concerning *Louis Vuitton*, Steadfast is not in the position of MSG. MSG
21 leased servers to Akanoc, its only customer. Steadfast is like Akanoc. It was
22 Akanoc that operated the servers and had customer relationships with website
23 owners. The infringing Louis Vuitton merchandise appeared on sites that
24 resided on servers Akanoc operated. Akanoc was liable for contributory
25 infringement because it continued to store such sites after notice of
26 infringement (eighteen). Here, like Akanoc, Steadfast contracted with Flixya to
27 store imagebam.com on servers operated by Steadfast. Infringing ALS content
28 appeared on sites owned, stored and maintained by Steadfast. That Steadfast

1 owned the servers on which the infringing ALS content resided means that
2 Steadfast was in a stronger position than Akanoc to contribute to infringement.

3 Steadfast is contributorily liable because it continued to provide storage
4 and maintenance services to imagebam.com, a site on which infringing ALS
5 content chronically resided. Whether imagebam.com directly procured the
6 infringing ALS content or received infringing content from third party
7 uploaders is beside the point. Either way Steadfast maintained the site and
8 facilities for infringement.

9 Steadfast wrongly insists that imagebam.com's uploaders are the direct
10 infringers and that contributory infringement exists only where the service
11 provider can, and does not, withdraw services from the direct infringer. Not so.
12 The law is that a service provider must stop providing services to whomever it
13 is providing such services as long as such services materially contribute to
14 infringement.

15 Steadfast cites *Louis Vuitton*, 658 F.3d at 942, but this page pertains to
16 MSG, which did not operate servers on which infringing content resided.
17 Rather, like Steadfast, it was Akanoc that leased server space to website
18 operators. The direct infringers were in China. Akanoc provided testimony
19 that some of its customers were "resellers," in other words, companies that
20 leased server space from Akanoc and then resold that space to direct infringers.
21 However, the Ninth Circuit held that the presence of an intervening reseller
22 between Akanoc and the Chinese direct infringers "would not alter our
23 analysis." 658 F.3d at 940 n.4. Whether the direct infringer was Akanoc's
24 client or the client of a reseller was immaterial. Akanoc was a contributory
25 infringer for continuing to provide storage services to websites on which
26 infringement occurred. 658 F.3d at 940-41.

27 Similarly, in *Ellison v. Robertson*, 357 F.3d 1072 (9th Cir. 2004), AOL
28 was removed from the direct infringer, Robertson. The nature of USENETs

1 was that an upload from one person caused the material to propagate to multiple
2 USENETs. “After Robertson made the infringing copies of Ellison's works
3 accessible to the news-group, the works were forwarded and copied throughout
4 the USENET to servers all over the world, including those belonging to AOL.
5 As a result, AOL's subscribers had access to the news-group containing the
6 infringing copies of Ellison's works.” 357 F.3d at 1075. Even though AOL had
7 no direct relationship with Robertson, it could nevertheless have been
8 contributorily liable “by storing infringing copies of [the infringing] works on
9 its [network] and providing [] users with access to those copies.” 357 F.3d at
10 1078. *See also Religious Tech Ctr. v. Netcom Online Communications Servs.,*
11 *Inc.*, 907 F.Supp. 1361, 1375 (N.D. Cal. 1995) (Netcom potentially
12 contributorily liable for storing USENET on which infringing content
13 appeared).

14 Other courts have made clear that a contributory infringer need not have
15 an account with the direct infringer, so long as continuing to provide services
16 after knowledge of infringement materially contributes to infringement.
17 “Google could be held contributorily liable if it had knowledge that infringing
18 Perfect 10 images were available using its search engine, could take simple
19 measures to prevent further damage to Perfect 10's copyrighted works, and
20 failed to take such steps.” *Perfect 10 v. Amazon.com, Inc.*, 508 F.3d 1146, 1172
21 (9th Cir. 2007); *Perfect 10 v. Visa Intern. Service Ass’n*, 494 F.3d 788, 796 (9th
22 Cir. 2007) (contributory liability exists where a service provider aids in the
23 “reproduction, . . . display and distribution of [plaintiff’s] images over the
24 Internet”).

25 Steadfast deflects scrutiny of its own behavior, the only issue raised by
26 ALS’s motion, with irrelevant and distracting critiques of ALS’s behavior. The
27 cited testimony confirms that, if indeed ALS members were downloading and
28 then uploading ALS content to pirate site, this would violate ALS’s terms of

1 service. Ambrogi Decl. Ex. B p. 99. No ALS representative testified that they
2 knew the identity of any of its members that may have violated ALS's terms.
3 Ambrogi Decl. Exs. A, B. ALS has not employed digital rights management
4 ("DRM") technology, but no ALS witness testified, and Steadfast did not show,
5 that any existing DRM would have revealed the identity of a person uploading
6 ALS content in violation of ALS's terms. In any event, this is all a distraction.
7 Steadfast cites no authority that ALS's rights under the Copyright Act were
8 conditioned on use of technologies that Steadfast thinks ALS should have
9 employed. Steadfast cites no authority that ALS's rights under copyright fade
10 or disappear under theories of contributory negligence or mitigation of damage
11 for failure to use DRM technologies. These arguments are red herrings.

12 **II. STEADFAST DOES NOT QUALIFY FOR SAFE HARBOR**
13 **DEFENSES.**

14 Steadfast is not entitled to a safe harbor against liability under 17 U.S.C.
15 § 512(c).

16 Steadfast's argument that Steve Easton sent his infringement notifications
17 to the wrong party, or to Steadfast in error, is wrong. Easton didn't send his
18 notifications to Steadfast as a substitute for notifying imagebam.com, or
19 expecting Steadfast to forward his notice to imagebam.com. Easton sent his
20 notifications to both Steadfast and imagebam.com.

21 Steadfast repeatedly says that Easton's notifications weren't compliant,
22 but they never say how or why. The DMCA does not require notifications to be
23 strictly complaint, but rather substantially compliant. *ALS Scan, Inc. v. Remarq*
24 *Communities*, 239 F.3d 619, 624 (4th Cir. 2001). Here, Mr. Easton's
25 notifications substantially complied with all elements of Section 512(c)(3).
26 Easton provided a hyperlink for each and every work infringed, which
27 simultaeneously identified the work infringed as well as the location from
28 which the infringing work could be removed. Steadfast does not say why this is

1 not at least substantially compliant. Easton’s notification also provide the other
2 elements (contact information, affirmation that the sender was authorized, etc.).

3 Steadfast does not show how it “acted” or “responded” to Easton’s
4 notifications. Steadfast admitted in its 30(b)(6) testimony that it did nothing.
5 Steadfast’s current effort to create controversy by having an employee give
6 contradictory testimony that Steadfast really did do something in response to
7 infringement notices should be rejected.

8 Steadfast did not “act” or “respond” upon receipt of notifications that
9 were perfectly compliant, or at least substantially compliant, with Section 512.
10 Steadfast is not entitled to that safe harbor.

11 **III. STEADFAST HAS LOST ANY SAFE HARBOR PROTECTIONS TO**
12 **WHICH IT MAY HAVE BEEN ENTITLED UNDER 17 U.S.C. § 512(i).**

13 As an alternative, Steadfast has, without controversy, lost safe harbors for
14 failure to comply with Section 512(i).

15 Steadfast’s argument that it “adopted” a repeat infringer policy is wrong.
16 Steadfast only addresses its current policy, adopted after it realized it had been
17 sued in this case for copyright infringement. The current policy vaguely says
18 that Steadfast may terminate services to repeat infringers as provided in the
19 DMCA, but in discovery Steadfast said the DMCA does not define repeat
20 infringement. This is lip service, a cover story for Steadfast’s actual policy, to
21 terminate no accounts for repeat infringement and rationalize its conduct only
22 after being haled into court.

23 Steadfast did not address its “policy” before it was served with process in
24 this case. Prior to being sued, during a time period covering most of the
25 infringement notices from Easton, Steadfast published no policy saying that it
26 would or could terminate accounts for repeat infringement.

27 Steadfast’s argument that it reasonably implemented whatever repeat
28 infringer policy it claims is adopted is meritless. Steadfast has terminated no

1 accounts for repeat infringement. Steadfast says it is not obliged to “seek out”
2 infringers, but this is not the issue. Steadfast received 1517 notices of
3 infringement on imagebam.com yet did not terminate that account for repeat
4 infringement. Steadfast simply assumed, without actually verifying, that Flixya
5 complied with infringement notices by taking down the infringing content.
6 Even if this is the case, which Steadfast did not verify, at some point, much
7 earlier than 1517 notices, the sheer number of infringement notices on
8 imagebam.com put Steadfast to the choice of terminating imagebam.com’s
9 account or losing safe harbors. *Louis Vuitton, supra* (host contributorily liable
10 for failing to act after eighteen notices); *BMG Rights Mgmt. v. Cox*, 149
11 F.Supp.3d 634 (E.D. Va. 2015) [Cox lost safe harbors under Section 512(i) for
12 failing to act after fourteen notices].

13 Steadfast failed to distinguish or address ALS’s authorities that Congress
14 intended to strike a balance between copyright owners and ISPs, motivating
15 ISPs to terminate services to infringers for fear of losing safe harbors. *Perfect*
16 *10 v. Cybernet Ventures*, 213 F.Supp.2d 1146, 1178 (C.D. Cal. 2002) (“[O]nline
17 service providers are meant to have strong incentives to work with copyright
18 holders. The possible loss of the safe harbor provides that incentive and
19 furthers a regulatory scheme in which courts are meant to play a secondary role
20 to self-regulation”). Steadfast’s rogue theory eviscerates that balance, leaving
21 service providers with tacit immunities and copyright owners without recourse
22 to responsible parties in US courts.

23 **IV. STEADFAST IS CONTRIBUTORILY LIABLE FOR INFRINGEMENT**
24 **OF ALS’S TRADEMARKS.**

25 Steadfast did not address ALS’s motion for summary judgment for
26 contributory trademark infringement. Under *Louis Vuitton, supra*, continuing
27 to provide storage services to websites on which trademarks are infringed is a
28

1 contribution to trademark infringement. Steadfast is, without controversy,
2 contributorily liable for infringement of ALS's trademarks.

3 **CONCLUSION**

4 ALS's motion for partial summary judgment should be granted. The
5 Court should determine that Steadfast contributed to infringement of ALS's
6 copyrights and trademarks and that it has no safe harbor. The trial would thus
7 be devoted to an award of damages.

8
9 DATED: December 21, 2017

SPILLANE LAW GROUP PLC
GHALLAGHER & KENNEDY P.A.

10
11 

12 By: _____
13 Jay M. Spillane
14 Attorneys for Plaintiff ALS Scan, Inc.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this action. My business address is: 468 N. Camden Drive, Second Floor, Beverly Hills, CA 90210-4507. A true and correct copy of the foregoing document entitled (*specify*):

PLAINTIFF’S REPLY MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT AGAINST DEFENDANT STEADFAST NETWORKS, LLC will be served or was served (a) on the judge in chambers in the form and manner required by Local Rules and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and Local Rules, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) December 21, 2017, I checked the CM/ECF docket for this action and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Gary L. Bostwick – gbostwick@B1Law.com
Kevin S. Toll – kevin@silversteinlegal.com
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Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) December 21, 2017, I served the following persons and/or entities at the last known addresses in this case by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling Local Rule, on (*date*) December 21, 2017, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Served by Overnight Mail or Attorney Service

Hon. George H. Wu
U.S. District Court
350 W. 1st Street
Courtroom 9D
Los Angeles, CA 90012

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

12/21/2017

Jessie Gietl



Date

Printed Name

Signature