

1 Peter J. Anderson, Esq., Cal. Bar No. 88891
E-Mail: pja@pjanderson.com
2 LAW OFFICES OF PETER J. ANDERSON
A Professional Corporation
3 100 Wilshire Boulevard, Suite 2010
Santa Monica, CA 90401
4 Tel: (310) 260-6030
Fax: (310) 260-6040

5 Attorney for Plaintiff
6 A-MARK ENTERTAINMENT, LLC

7 **UNITED STATES DISTRICT COURT**
8 **CENTRAL DISTRICT OF CALIFORNIA**
9 **WESTERN DIVISION**

10 A-MARK ENTERTAINMENT, LLC, a) Case No. 2:15-cv-3559
California limited liability company.)
11 Plaintiff,)
12 vs.) **COMPLAINT FOR DIRECT,**
13 VISION FILMS, INC., a California) **CONTRIBUTORY AND**
corporation; LISE ROMANOFF, an) **VICARIOUS COPYRIGHT**
14 individual; and DOES 1 through 10,) **INFRINGEMENT**
15 Defendants.) **DEMAND FOR JURY TRIAL**
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1 Plaintiff A-Mark Entertainment, LLC, alleges:

2 **JURISDICTION AND VENUE**

3 1. The Court has jurisdiction of this action pursuant to 28 U.S.C. §§ 1331
4 and 1338(a), insofar as it arises under the Copyright Act of 1976, 17 U.S.C. §§ 101 *et*
5 *seq.*

6 2. Venue is proper in this District under 28 U.S.C. § 1391(b), insofar as at
7 least one defendant resides in this District or, alternatively, under 28 U.S.C. §
8 1391(b), insofar as a substantial part of the events or omissions giving rise to the
9 claims occurred in this District, or, alternatively, under 28 U.S.C. §§ 1391(b) or 1400,
10 insofar as at least one defendant may be found here.

11 **THE PARTIES**

12 3. Plaintiff is a California limited liability company, with its principal place
13 of business in Los Angeles County, California.

14 4. Plaintiff is informed and believes, and upon that basis alleges, that:

15 (a) defendant Vision Films, Inc. (“Vision”), is a California
16 corporation, with its principal place of business in Los Angeles County,
17 California; and

18 (b) defendant Lise Romanoff is an individual residing in and
19 doing business in Los Angeles County, California, and an officer,
20 director and shareholder of Vision.

21 5. Plaintiff is presently unaware of the true names and/or the involvement
22 of the defendants sued herein by the fictitious designations Does 1-10, and for that
23 reason sues them by those designations. Plaintiff will seek leave of Court to amend
24 this pleading to identify those defendants when their true names and involvement in
25 the infringements hereinafter described are known.

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BACKGROUND FACTS

Plaintiff’s Copyrighted Motion Pictures

6. On or about October 1, 2009, plaintiff acquired from the Screen Actors Guild (“SAG”) all right, title and interest, including copyrights, in and to the following 19 motion pictures (collectively, the “Movies”):

- (a) *Fatal Pursuit*;
- (b) *Girl In The Cadillac*;
- (c) *Killing Midnight*;
- (d) *Pendulum*;
- (e) *Ripper Man*;
- (f) *Shadow Hours*, aka *Night Shadows*;
- (g) *St. Patrick’s Day*;
- (h) *Sally*;
- (i) *Good Luck*, aka *The Ox And The Eye*, aka *Guys Like Us*, aka *Gimps*;
- (j) *High Freakquency*, aka *24/7 Radio*;
- (k) *Livers Ain’t Cheap*, aka *The Real Thing*;
- (l) *Markus 4*, aka *Firestorm*;
- (m) *Nature Trail*, aka *Lying In Wait*;
- (n) *Nikita Blues*;
- (o) *Vasectomy: A Delicate Matter*;
- (p) *Blade Boxer*;
- (q) *Felons*, aka *Charades*;
- (r) *Theory Of The Leisure Class*; and
- (s) *Weekend Adventure*, aka *Sorority Girls And The Creature From Hell*, aka *Blood Hungry*.

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1 7. Plaintiff's Movies are copyrightable subject matter under the Copyright
2 Act of 1976, 17 U.S.C. §§ 101 *et seq.* Due to their bulk, copies of the Movies are not
3 attached to this Complaint.

4 **The Vision Sales Agency Agreement**

5 8. Prior to plaintiff's acquisition of the Movies from SAG, SAG and Vision
6 entered into a written sales agency agreement dated October 2, 2006, as amended by
7 SAG and Vision in writing as of January 1, 2008 (the "Sales Agency Agreement").
8 Pursuant to the Sales Agency Agreement, Vision was engaged to act as SAG's sales
9 agent with respect to the Movies for a term expiring on June 30, 2010, provided that
10 Vision had until July 30, 2010 to follow up regarding any offers received prior to
11 June 30, 2010.

12 9. Before plaintiff acquired the Movies from SAG on or about October 1,
13 2009, SAG disclosed the Sales Agency Agreement to plaintiff, plaintiff agreed to
14 take subject to the Sales Agency Agreement and Vision agreed that plaintiff would
15 replace SAG in the Sales Agency Agreement.

16 10. As a result, from October 1, 2009, through the expiration of Vision's
17 authority to act as plaintiff's sales agent under the Sales Agency Agreement on July
18 30, 2010, the Sales Agency Agreement authorized Vision to pursue and issue licenses
19 on behalf of plaintiff, but expressly included, *inter alia*, the following notice and
20 approval provisions:

21 (a) Vision was required to submit to plaintiff for plaintiff's
22 approval, the details, including all material terms, of each offer Vision
23 obtained for a license;

24 (b) If and when plaintiff approved an offer, Vision was required
25 to obtain plaintiff's approval of the written license before execution of
26 the written license; and

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1 (c) If and when plaintiff approved the written license, Vision
2 could sign the license as sales agent on behalf of plaintiff.

3 Sales Agency Agreement at 1-2.

4 **The June 30, 2010 Expiration of Vision’s Authority Under the**
5 **Sales Agency Agreement to Serve as Plaintiff’s Sales Agent**

6 11. By the Sales Agency Agreement’s express terms, Vision’s authority to
7 act as plaintiff’s sales agent expired on June 30, 2010. As a result, except for a 30
8 day period ending July 30, 2010 to follow up regarding any offers Vision had
9 received prior to June 30, 2010, Vision’s authority as plaintiff’s sales agent, to solicit
10 or receive offers or to issue licenses with respect to plaintiff’s Movies, ended on June
11 30, 2010.

12 **Plaintiff’s February 2011 Denial of Vision’s Request for an**
13 **Extension of Its Authority to Serve as Plaintiff’s Sales Agent**
14 **Under the Expired Sales Agency Agreement**

15 12. On or about February 1, 2011, plaintiff learned that Vision had
16 continued to offer plaintiff’s Movies for exploitation. Plaintiff sent Vision an e-mail
17 on February 3, 2011, asking for the legal basis on which Vision continued to offer
18 and exploit plaintiff’s Movies after the June 30, 2010 expiration of the Sales Agency
19 Agreement. That day, Vision’s Romanoff responded with an e-mail stating, *inter*
20 *alia*:

21 “As I mentioned, we didn’t realize it expired and have continued to sell to
22 today.”

23 Vision’s Romanoff also proposed extending the Sales Agency Agreement to enable
24 Vision to offer and license plaintiff’s Movies.

25 13. On February 4, 2011, plaintiff sent Vision’s Romanoff an e-mail stating:
26 “Good morning Lise,
27 “Please discontinue the sale of any more titles and please do not complete
28 any incomplete deals. If you would be so kind as to send me a complete

1 listing of all deals done since the contract between us expired I would
2 greatly appreciate it.”

3 14. Vision’s Romanoff responded that day with an e-mail complaining that
4 film festivals were coming up and asking “why would you do this at this time to us.”
5 Plaintiff’s managing member responded with an e-mail, also on February 4, 2011,
6 raising that “your company is selling our films without a right to do so, and we just
7 found out about it.” He followed it with another e-mail to Vision’s Romanoff on
8 February 4, 2011, stating, *inter alia*:

9 “I’m happy to discuss a new agreement, but not until we understand the
10 playing field. **In the meantime, I’m not aware of any valid agreement
11 between us, so don’t sell our titles or consummate any open deals to
12 do so.**”

13 (Emphasis in original.)

14 15. From time to time since February 2011, Vision has repeated its request
15 for an extension of Vision’s authority to serve as plaintiff’s sales agent under the
16 Sales Agency Agreement, and plaintiff has declined to grant that authority.

17 16. At least by reason of the clear language of the Sales Agency Agreement
18 and the foregoing facts, defendants had actual knowledge that they did not have any
19 authority to offer, sell or license plaintiff’s Movies after June 30, 2010.

20 **Despite the Expiration of Vision’s Authority Under the**
21 **Sales Agency Agreement, Defendants Have**
22 **Continued to Purport to License Plaintiff’s Movies**

23 17. Plaintiff is informed and believes, and upon that basis alleges, that
24 despite the June 30, 2010 expiration of Vision’s authority to serve as plaintiff’s sales
25 agent, despite Vision’s failure to comply with the notice and approval provisions of
26 the Sales Agency Agreement and despite plaintiff’s instructions in February 2011
27 that defendants cease all exploitation of plaintiff’s Movies, defendants continued to
28 issue licenses purporting to authorize the exploitation of plaintiff’s Movies. Plaintiff

1 is further informed and believes, and upon that basis alleges, that in connection with
2 those purported licenses Vision made in the United States and delivered, or arranged
3 for the making in the United States and delivery, of copies of plaintiff's Movies for
4 the unauthorized copying, public distribution and/or public display of plaintiff's
5 Movies.

6 18. In purporting to issue licenses to plaintiff's Movies after the expiration
7 of the Sales Agency Agreement:

8 (a) defendants failed to notify plaintiff of the offers Vision had
9 obtained;

10 (b) defendants failed to obtain plaintiff's approval of the offers
11 Vision had obtained;

12 (c) defendants failed to provide the written license to plaintiff
13 for approval prior to execution;

14 (d) defendants failed to obtain plaintiff's approval of the written
15 license; and

16 (e) defendants purported to sign written licenses as the sales
17 agent for plaintiff, despite the fact that, as Vision's Romanoff admitted
18 on February 3, 2011, Vision's authority to serve as plaintiff's sales agent
19 expired on June 30, 2010.

20 19. The Sales Agency Agreement obligates Vision to render quarterly
21 accountings and allowed Vision to issue – subject to Vision's disclosure obligations
22 and plaintiff's approval rights referred to above – licenses for a term, not to exceed
23 seven years, that extended beyond the expiration of Vision's rights under the Sales
24 Agency Agreement. As a result, after the June 30, 2010 expiration of Vision's
25 authority to serve as plaintiff's sales agent, Vision continued to render quarterly
26 accountings for payments that Vision received under licenses that were issued prior
27 to June 30, 2010.

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1 20. The quarterly reports that Vision issued after the June 30, 2010
2 expiration of Vision's authority to serve as plaintiff's sales agent, were provided by
3 Vision as single PDF documents, some of which included copies of purported
4 licenses buried in the PDF documents. Vision has admitted that November 27, 2010,
5 is the first time that Vision sent plaintiff a statement that either referenced or included
6 a copy of a license that defendants purported to issue after June 30, 2010. Further,
7 the parties entered into a written tolling agreement on November 26, 2013 and all
8 statutes of limitation continue to be tolled. Accordingly, the three year statute of
9 limitations applicable to copyright infringement claims has not expired as to any of
10 plaintiff's claims.

11 21. Plaintiff is informed and believes, and upon that basis alleges, that
12 defendants' conduct in failing to comply with Vision's obligations to disclose
13 potential licenses to plaintiff and obtain plaintiff's approval, in purporting to sign
14 written licenses on plaintiff's behalf without advising plaintiff and in burying licenses
15 in quarterly PDF accountings, defendants not only acted willfully in infringing
16 plaintiff's copyrights but with an intent to conceal defendants' infringements and
17 delay plaintiff's discovery of defendants' unlawful conduct.

18 **FIRST CLAIM FOR RELIEF**

19 **(For Copyright Infringement)**

20 **(Against All Defendants)**

21 22. Plaintiff refers to and re-alleges each and every allegation contained in
22 paragraphs 1 through 21, inclusive, above, as if set forth herein.

23 23. Plaintiff's Movies include *Fatal Pursuit*, which was duly registered with
24 the United States Copyright Office on or about March 6, 1995, as Registration No.
25 PAu 1972889.

26 24. On or about July 9, 2010, April 5, 2011 and February 19, 2013,
27 defendants purported to enter into licenses of rights to *Fatal Pursuit* and Vision,
28 Romanoff and Does 1-5 made and delivered to each of the purported licensees, or

1 caused to be made and delivered to each of the purported licensees, one or more
2 copies of that motion picture. The full extent of defendants' wrongful conduct,
3 including whether defendants purported to enter into other licenses with respect to
4 that motion picture, is not presently known to plaintiff, who will, if necessary and
5 appropriate, seek leave to amend this Complaint when the full extent of defendants'
6 wrongful conduct is ascertained.

7 25. Defendants have infringed plaintiff's copyright in *Fatal Pursuit*, by,
8 *inter alia*, reproducing the motion picture in copies, by distributing copies of the
9 motion picture to the public, by performing the motion picture publicly, by displaying
10 the motion picture publicly and/or by causing, inducing or purporting to authorize all
11 or some of the foregoing infringements, all without plaintiff's consent, or are
12 vicariously liable for the foregoing infringements.

13 26. Plaintiff is entitled to and requests injunctive relief restraining
14 defendants, and their respective officers, agents and employees, and all persons
15 acting in concert with them, from engaging in any further acts in violation of the
16 copyright laws.

17 27. Plaintiff is further entitled to recover from defendants the damages
18 plaintiff has sustained and will sustain, and all gains, direct and indirect profit and
19 advantages obtained by defendants as a result of defendants' acts of infringement, or,
20 at plaintiff's election, statutory damages of \$150,000 for each infringement of the
21 motion picture's copyright for which any one infringer is liable individually and for
22 each infringement of the motion picture's copyright for which any two or more
23 infringers are liable jointly and severally. Plaintiff is further entitled to recover
24 reasonable attorney's fees, pursuant to 17 U.S.C. § 505.

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SECOND CLAIM FOR RELIEF

(For Copyright Infringement)

(Against All Defendants)

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4 28. Plaintiff refers to and re-alleges each and every allegation contained in
5 paragraphs 1 through 21, inclusive, above, as if set forth herein.

6 29. Plaintiff's Movies include *Girl In The Cadillac*, which was duly
7 registered with the United States Copyright Office on or about May 11, 1995, as
8 Registration No. PAu 1975254.

9 30. On or about July 9, 2010, and April 5, 2011, defendants purported to
10 enter into licenses of rights to *Girl In The Cadillac* and *Vision, Romanoff and Does*
11 1-5 made and delivered to each of the purported licensees, or caused to be made and
12 delivered to each of the purported licensees, one or more copies of that motion
13 picture. The full extent of defendants' wrongful conduct, including whether
14 defendants purported to enter into other licenses with respect to the motion picture, is
15 not presently known to plaintiff, who will, if necessary and appropriate, seek leave to
16 amend this Complaint when the full extent of defendants' wrongful conduct is
17 ascertained.

18 31. Defendants have infringed plaintiff's copyright in *Girl In The Cadillac*,
19 by, *inter alia*, reproducing the motion picture in copies, by distributing copies of the
20 motion picture to the public, by performing the motion picture publicly, by displaying
21 the motion picture publicly and/or by causing, inducing or purporting to authorize all
22 or some of the foregoing infringements, all without plaintiff's consent, or are
23 vicariously liable for the foregoing infringements.

24 32. Plaintiff is entitled to and requests injunctive relief restraining
25 defendants, and their respective officers, agents and employees, and all persons
26 acting in concert with them, from engaging in any further acts in violation of the
27 copyright laws.

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1 33. Plaintiff is further entitled to recover from defendants the damages
2 plaintiff has sustained and will sustain, and all gains, direct and indirect profit and
3 advantages obtained by defendants as a result of defendants’ acts of infringement, or,
4 at plaintiff’s election, statutory damages of \$150,000 for each infringement of the
5 motion picture’s copyright for which any one infringer is liable individually and for
6 each infringement of the motion picture’s copyright for which any two or more
7 infringers are liable jointly and severally. Plaintiff is further entitled to recover
8 reasonable attorney’s fees, pursuant to 17 U.S.C. § 505.

9 **THIRD CLAIM FOR RELIEF**
10 **(For Copyright Infringement)**
11 **(Against All Defendants)**

12 34. Plaintiff refers to and re-alleges each and every allegation contained in
13 paragraphs 1 through 21, inclusive, above, as if set forth herein.

14 35. Plaintiff’s Movies include *Killing Midnight*, which was duly registered
15 with the United States Copyright Office on or about November 27, 1996, as
16 Registration No. PAu 2143682.

17 36. On or about July 9, 2010, April 5, 2011 and February 19, 2013,
18 defendants purported to enter into licenses of rights to *Killing Midnight* and Vision,
19 Romanoff and Does 1-5 made and delivered to each of the purported licensees, or
20 caused to be made and delivered to each of the purported licensees, one or more
21 copies of that motion picture. The full extent of defendants’ wrongful conduct,
22 including whether defendants purported to enter into other licenses with respect to the
23 motion picture, is not presently known to plaintiff, who will, if necessary and
24 appropriate, seek leave to amend this Complaint when the full extent of defendants’
25 wrongful conduct is ascertained.

26 37. Defendants have infringed plaintiff’s copyright in *Killing Midnight*, by,
27 *inter alia*, reproducing the motion picture in copies, by distributing copies of the
28 motion picture to the public, by performing the motion picture publicly, by displaying

1 the motion picture publicly and/or by causing, inducing or purporting to authorize all
2 or some of the foregoing infringements, all without plaintiff's consent, or are
3 vicariously liable for the foregoing infringements.

4 38. Plaintiff is entitled to and requests injunctive relief restraining
5 defendants, and their respective officers, agents and employees, and all persons
6 acting in concert with them, from engaging in any further acts in violation of the
7 copyright laws.

8 39. Plaintiff is further entitled to recover from defendants the damages
9 plaintiff has sustained and will sustain, and all gains, direct and indirect profit and
10 advantages obtained by defendants as a result of defendants' acts of infringement, or,
11 at plaintiff's election, statutory damages of \$150,000 for each infringement of the
12 motion picture's copyright for which any one infringer is liable individually and for
13 each infringement of the motion picture's copyright for which any two or more
14 infringers are liable jointly and severally. Plaintiff is further entitled to recover
15 reasonable attorney's fees, pursuant to 17 U.S.C. § 505.

16 **FOURTH CLAIM FOR RELIEF**

17 **(For Copyright Infringement)**

18 **(Against All Defendants)**

19 40. Plaintiff refers to and re-alleges each and every allegation contained in
20 paragraphs 1 through 21, inclusive, above, as if set forth herein.

21 41. Plaintiff's Movies include *Pendulum*, which was duly registered with the
22 United States Copyright Office on or about May 23, 1996, as Registration No. PA
23 841436.

24 42. On or about July 9, 2010, April 5, 2011, June 22, 2011, and February 19,
25 2013, defendants purported to enter into licenses of rights to *Pendulum* and Vision,
26 Romanoff and Does 1-5 made and delivered to each of the purported licensees, or
27 caused to be made and delivered to each of the purported licensees, one or more
28 copies of that motion picture. The full extent of defendants' wrongful conduct,

1 including whether defendants purported to enter into other licenses with respect to the
2 motion picture, is not presently known to plaintiff, who will, if necessary and
3 appropriate, seek leave to amend this Complaint when the full extent of defendants'
4 wrongful conduct is ascertained.

5 43. Defendants have infringed plaintiff's copyright in *Pendulum*, by, *inter*
6 *alia*, reproducing the motion picture in copies, by distributing copies of the motion
7 picture to the public, by performing the motion picture publicly, by displaying the
8 motion picture publicly and/or by causing, inducing or purporting to authorize all or
9 some of the foregoing infringements, all without plaintiff's consent, or are
10 vicariously liable for the foregoing infringements.

11 44. Plaintiff is entitled to and requests injunctive relief restraining
12 defendants, and their respective officers, agents and employees, and all persons
13 acting in concert with them, from engaging in any further acts in violation of the
14 copyright laws.

15 45. Plaintiff is further entitled to recover from defendants the damages
16 plaintiff has sustained and will sustain, and all gains, direct and indirect profit and
17 advantages obtained by defendants as a result of defendants' acts of infringement, or,
18 at plaintiff's election, statutory damages of \$150,000 for each infringement of the
19 motion picture's copyright for which any one infringer is liable individually and for
20 each infringement of the motion picture's copyright for which any two or more
21 infringers are liable jointly and severally. Plaintiff is further entitled to recover
22 reasonable attorney's fees, pursuant to 17 U.S.C. § 505.

23 **FIFTH CLAIM FOR RELIEF**

24 **(For Copyright Infringement)**

25 **(Against All Defendants)**

26 46. Plaintiff refers to and re-alleges each and every allegation contained in
27 paragraphs 1 through 21, inclusive, above, as if set forth herein.

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1 47. Plaintiff's Movies include *Ripper Man*, which was duly registered with
2 the United States Copyright Office on or about October 26, 1996, as Registration No.
3 PAu 2024296.

4 48. On or about July 9, 2010, April 5, 2011, and February 19, 2013,
5 defendants purported to enter into licenses of rights to *Ripper Man* and Vision,
6 Romanoff and Does 1-5 made and delivered to each of the purported licensees, or
7 caused to be made and delivered to each of the purported licensees, one or more
8 copies of that motion picture. The full extent of defendants' wrongful conduct,
9 including whether defendants purported to enter into other licenses with respect to the
10 motion picture, is not presently known to plaintiff, who will, if necessary and
11 appropriate, seek leave to amend this Complaint when the full extent of defendants'
12 wrongful conduct is ascertained.

13 49. Defendants have infringed plaintiff's copyright in *Ripper Man*, by, *inter*
14 *alia*, reproducing the motion picture in copies, by distributing copies of the motion
15 picture to the public, by performing the motion picture publicly, by displaying the
16 motion picture publicly and/or by causing, inducing or purporting to authorize all or
17 some of the foregoing infringements, all without plaintiff's consent, or are
18 vicariously liable for the foregoing infringements.

19 50. Plaintiff is entitled to and requests injunctive relief restraining
20 defendants, and their respective officers, agents and employees, and all persons
21 acting in concert with them, from engaging in any further acts in violation of the
22 copyright laws.

23 51. Plaintiff is further entitled to recover from defendants the damages
24 plaintiff has sustained and will sustain, and all gains, direct and indirect profit and
25 advantages obtained by defendants as a result of defendants' acts of infringement, or,
26 at plaintiff's election, statutory damages of \$150,000 for each infringement of the
27 motion picture's copyright for which any one infringer is liable individually and for
28 each infringement of the motion picture's copyright for which any two or more

1 infringers are liable jointly and severally. Plaintiff is further entitled to recover
2 reasonable attorney's fees, pursuant to 17 U.S.C. § 505.

3 **SIXTH CLAIM FOR RELIEF**

4 **(For Copyright Infringement)**

5 **(Against All Defendants)**

6 52. Plaintiff refers to and re-alleges each and every allegation contained in
7 paragraphs 1 through 21, inclusive, above, as if set forth herein.

8 53. Plaintiff's Movies include *Shadow Hours*, which was duly registered
9 with the United States Copyright Office on or about August 22, 2000, as Registration
10 No. PA 1001107.

11 54. On or about July 9, 2013, January 20, 2011, April 5, 2011, June 22,
12 2011, May 21, 2012, and February 19, 2013, defendants purported to enter into
13 licenses of rights to *Shadow Hours* and *Vision*, Romanoff and Does 1-5 made and
14 delivered to each of the purported licensees, or caused to be made and delivered to
15 each of the purported licensees, one or more copies of that motion picture. The full
16 extent of defendants' wrongful conduct, including whether defendants purported to
17 enter into other licenses with respect to the motion picture, is not presently known to
18 plaintiff, who will, if necessary and appropriate, seek leave to amend this Complaint
19 when the full extent of defendants' wrongful conduct is ascertained.

20 55. Defendants have infringed plaintiff's copyright in *Shadow Hours*, by,
21 *inter alia*, reproducing the motion picture in copies, by distributing copies of the
22 motion picture to the public, by performing the motion picture publicly, by displaying
23 the motion picture publicly and/or by causing, inducing or purporting to authorize all
24 or some of the foregoing infringements, all without plaintiff's consent, or are
25 vicariously liable for the foregoing infringements.

26 56. Plaintiff is entitled to and requests injunctive relief restraining
27 defendants, and their respective officers, agents and employees, and all persons

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1 acting in concert with them, from engaging in any further acts in violation of the
2 copyright laws.

3 57. Plaintiff is further entitled to recover from defendants the damages
4 plaintiff has sustained and will sustain, and all gains, direct and indirect profit and
5 advantages obtained by defendants as a result of defendants' acts of infringement, or,
6 at plaintiff's election, statutory damages of \$150,000 for each infringement of the
7 motion picture's copyright for which any one infringer is liable individually and for
8 each infringement of the motion picture's copyright for which any two or more
9 infringers are liable jointly and severally. Plaintiff is further entitled to recover
10 reasonable attorney's fees, pursuant to 17 U.S.C. § 505.

11 **SEVENTH CLAIM FOR RELIEF**

12 **(For Copyright Infringement)**

13 **(Against All Defendants)**

14 58. Plaintiff refers to and re-alleges each and every allegation contained in
15 paragraphs 1 through 21, inclusive, above, as if set forth herein.

16 59. Plaintiff's Movies include *St. Patrick's Day*, which was duly registered
17 with the United States Copyright Office on or about March 8, 1995, as Registration
18 No. PA 696553.

19 60. On or about July 9, 2010, defendants purported to enter into a license of
20 rights to *St. Patrick's Day* and *Vision, Romanoff and Does 1-5* made and delivered to
21 the purported licensee, or caused to be made and delivered to the purported licensee,
22 one or more copies of that motion picture. The full extent of defendants' wrongful
23 conduct, including whether defendants purported to enter into other licenses with
24 respect to the motion picture, is not presently known to plaintiff, who will, if
25 necessary and appropriate, seek leave to amend this Complaint when the full extent
26 of defendants' wrongful conduct is ascertained.

27 61. Defendants have infringed plaintiff's copyright in *St. Patrick's Day*, by,
28 *inter alia*, reproducing the motion picture in copies, by distributing copies of the

1 motion picture to the public, by performing the motion picture publicly, by displaying
2 the motion picture publicly and/or by causing, inducing or purporting to authorize all
3 or some of the foregoing infringements, all without plaintiff's consent, or are
4 vicariously liable for the foregoing infringements.

5 62. Plaintiff is entitled to and requests injunctive relief restraining
6 defendants, and their respective officers, agents and employees, and all persons
7 acting in concert with them, from engaging in any further acts in violation of the
8 copyright laws.

9 63. Plaintiff is further entitled to recover from defendants the damages
10 plaintiff has sustained and will sustain, and all gains, direct and indirect profit and
11 advantages obtained by defendants as a result of defendants' acts of infringement, or,
12 at plaintiff's election, statutory damages of \$150,000 for each infringement of the
13 motion picture's copyright for which any one infringer is liable individually and for
14 each infringement of the motion picture's copyright for which any two or more
15 infringers are liable jointly and severally. Plaintiff is further entitled to recover
16 reasonable attorney's fees, pursuant to 17 U.S.C. § 505.

17 **EIGHTH CLAIM FOR RELIEF**

18 **(For Copyright Infringement)**

19 **(Against All Defendants)**

20 64. Plaintiff refers to and re-alleges each and every allegation contained in
21 paragraphs 1 through 21, inclusive, above, as if set forth herein.

22 65. Plaintiff's Movies include *Sally*, which was duly registered with the
23 United States Copyright Office on or about October 22, 2007, as Registration No.
24 PAu 3338985.

25 66. On or about January 27, 2012, defendants purported to enter into a
26 license of rights to *Sally* and Vision, Romanoff and Does 1-5 made and delivered to
27 the purported licensee, or caused to be made and delivered to the purported licensee,
28 one or more copies of that motion picture. The full extent of defendants' wrongful

1 conduct, including whether defendants purported to enter into other licenses with
2 respect to the motion picture, is not presently known to plaintiff, who will, if
3 necessary and appropriate, seek leave to amend this Complaint when the full extent
4 of defendants' wrongful conduct is ascertained.

5 67. Defendants have infringed plaintiff's copyright in *Sally*, by, *inter alia*,
6 reproducing the motion picture in copies, by distributing copies of the motion picture
7 to the public, by performing the motion picture publicly, by displaying the motion
8 picture publicly and/or by causing, inducing or purporting to authorize all or some of
9 the foregoing infringements, all without plaintiff's consent, or are vicariously liable
10 for the foregoing infringements.

11 68. Plaintiff is entitled to and requests injunctive relief restraining
12 defendants, and their respective officers, agents and employees, and all persons
13 acting in concert with them, from engaging in any further acts in violation of the
14 copyright laws.

15 69. Plaintiff is further entitled to recover from defendants the damages
16 plaintiff has sustained and will sustain, and all gains, direct and indirect profit and
17 advantages obtained by defendants as a result of defendants' acts of infringement, or,
18 at plaintiff's election, statutory damages of \$150,000 for each infringement of the
19 motion picture's copyright for which any one infringer is liable individually and for
20 each infringement of the motion picture's copyright for which any two or more
21 infringers are liable jointly and severally. Plaintiff is further entitled to recover
22 reasonable attorney's fees, pursuant to 17 U.S.C. § 505.

23 **NINTH CLAIM FOR RELIEF**

24 **(For Copyright Infringement)**

25 **(Against All Defendants)**

26 70. Plaintiff refers to and re-alleges each and every allegation contained in
27 paragraphs 1 through 21, inclusive, above, as if set forth herein.

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1 71. Plaintiff's Movies include *Good Luck*, which was duly registered with
2 the United States Copyright Office on or about June 7, 1996, as Registration No. PAU
3 2134119.

4 72. On or about July 9, 2010, August 2, 2010, August 24, 2010, April 15,
5 2011, October 19, 2012, and February 28, 2013, defendants purported to enter into
6 licenses of rights to *Good Luck* and *Vision*, Romanoff and Does 1-5 made and
7 delivered to each of the purported licensees, or caused to be made and delivered to
8 each of the purported licensees, one or more copies of that motion picture. The full
9 extent of defendants' wrongful conduct, including whether defendants purported to
10 enter into other licenses with respect to the motion picture, is not presently known to
11 plaintiff, who will, if necessary and appropriate, seek leave to amend this Complaint
12 when the full extent of defendants' wrongful conduct is ascertained.

13 73. Defendants have infringed plaintiff's copyright in *Good Luck*, by, *inter*
14 *alia*, reproducing the motion picture in copies, by distributing copies of the motion
15 picture to the public, by performing the motion picture publicly, by displaying the
16 motion picture publicly and/or by causing, inducing or purporting to authorize all or
17 some of the foregoing infringements, all without plaintiff's consent, or are
18 vicariously liable for the foregoing infringements.

19 74. Plaintiff is entitled to and requests injunctive relief restraining
20 defendants, and their respective officers, agents and employees, and all persons
21 acting in concert with them, from engaging in any further acts in violation of the
22 copyright laws.

23 75. Plaintiff is further entitled to recover from defendants the damages
24 plaintiff has sustained and will sustain, and all gains, direct and indirect profit and
25 advantages obtained by defendants as a result of defendants' acts of infringement, or,
26 at plaintiff's election, statutory damages of \$150,000 for each infringement of the
27 motion picture's copyright for which any one infringer is liable individually and for
28 each infringement of the motion picture's copyright for which any two or more

1 infringers are liable jointly and severally. Plaintiff is further entitled to recover
2 reasonable attorney's fees, pursuant to 17 U.S.C. § 505.

3 **TENTH CLAIM FOR RELIEF**

4 **(For Copyright Infringement)**

5 **(Against All Defendants)**

6 76. Plaintiff refers to and re-alleges each and every allegation contained in
7 paragraphs 1 through 21, inclusive, above, as if set forth herein.

8 77. Plaintiff's Movies include *High Freakquency*, for which copyright in the
9 screenplay was duly registered with the United States Copyright Office on or about
10 May 9, 1996, as Registration No. PAu 2087471, and copyright in the motion picture
11 was duly registered with the United States Copyright Office on or about January 21,
12 2014, as Registration No. PA 1921839.

13 78. On or about July 9, 2010, defendants purported to enter into a license of
14 rights to *High Freakquency* and Vision, Romanoff and Does 1-5 made and delivered
15 to the purported licensee, or caused to be made and delivered to the purported
16 licensee, one or more copies of that motion picture. The full extent of defendants'
17 wrongful conduct, including whether defendants purported to enter into other licenses
18 with respect to the motion picture, is not presently known to plaintiff, who will, if
19 necessary and appropriate, seek leave to amend this Complaint when the full extent
20 of defendants' wrongful conduct is ascertained.

21 79. Defendants have infringed plaintiff's copyright in *High Freakquency*,
22 by, *inter alia*, reproducing the motion picture in copies, by distributing copies of the
23 motion picture to the public, by performing the motion picture publicly, by displaying
24 the motion picture publicly and/or by causing, inducing or purporting to authorize all
25 or some of the foregoing infringements, all without plaintiff's consent, or are
26 vicariously liable for the foregoing infringements.

27 80. Plaintiff is entitled to and requests injunctive relief restraining
28 defendants, and their respective officers, agents and employees, and all persons

1 acting in concert with them, from engaging in any further acts in violation of the
2 copyright laws.

3 81. Plaintiff is further entitled to recover from defendants the damages
4 plaintiff has sustained and will sustain, and all gains, direct and indirect profit and
5 advantages obtained by defendants as a result of defendants' acts of infringement, or,
6 at plaintiff's election, statutory damages of \$150,000 for each infringement of the
7 motion picture's copyright for which any one infringer is liable individually and for
8 each infringement of the motion picture's copyright for which any two or more
9 infringers are liable jointly and severally. Plaintiff is further entitled to recover
10 reasonable attorney's fees, pursuant to 17 U.S.C. § 505.

11 **ELEVENTH CLAIM FOR RELIEF**

12 **(For Copyright Infringement)**

13 **(Against All Defendants)**

14 82. Plaintiff refers to and re-alleges each and every allegation contained in
15 paragraphs 1 through 21, inclusive, above, as if set forth herein.

16 83. Plaintiff's Movies include *Livers Ain't Cheap*, which was duly
17 registered with the United States Copyright Office on or about April 3, 1996, as
18 Registration No. PAu 2073258.

19 84. On or about November 8, 2011, and February 19, 2013, defendants
20 purported to enter into licenses of rights to *Livers Ain't Cheap* and Vision, Romanoff
21 and Does 1-5 made and delivered to each of the purported licensees, or caused to be
22 made and delivered to each of the purported licensees, one or more copies of that
23 motion picture. The full extent of defendants' wrongful conduct, including whether
24 defendants purported to enter into other licenses with respect to the motion picture, is
25 not presently known to plaintiff, who will, if necessary and appropriate, seek leave to
26 amend this Complaint when the full extent of defendants' wrongful conduct is
27 ascertained.

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1 85. Defendants have infringed plaintiff's copyright in *Livers Ain't Cheap*,
2 by, *inter alia*, reproducing the motion picture in copies, by distributing copies of the
3 motion picture to the public, by performing the motion picture publicly, by displaying
4 the motion picture publicly and/or by causing, inducing or purporting to authorize all
5 or some of the foregoing infringements, all without plaintiff's consent, or are
6 vicariously liable for the foregoing infringements.

7 86. Plaintiff is entitled to and requests injunctive relief restraining
8 defendants, and their respective officers, agents and employees, and all persons
9 acting in concert with them, from engaging in any further acts in violation of the
10 copyright laws.

11 87. Plaintiff is further entitled to recover from defendants the damages
12 plaintiff has sustained and will sustain, and all gains, direct and indirect profit and
13 advantages obtained by defendants as a result of defendants' acts of infringement, or,
14 at plaintiff's election, statutory damages of \$150,000 for each infringement of the
15 motion picture's copyright for which any one infringer is liable individually and for
16 each infringement of the motion picture's copyright for which any two or more
17 infringers are liable jointly and severally. Plaintiff is further entitled to recover
18 reasonable attorney's fees, pursuant to 17 U.S.C. § 505.

19 **TWELFTH CLAIM FOR RELIEF**

20 **(For Copyright Infringement)**

21 **(Against All Defendants)**

22 88. Plaintiff refers to and re-alleges each and every allegation contained in
23 paragraphs 1 through 21, inclusive, above, as if set forth herein.

24 89. Plaintiff's Movies include *Markus 4*, which was duly registered with the
25 United States Copyright Office on or about April 15, 1996, as Registration No. PAU
26 2073276.

27 90. On or about August 24, 2010, April 5, 2011, May 21, 2012, and
28 February 19, 2013, defendants purported to enter into licenses of rights to *Markus 4*

1 and Vision, Romanoff and Does 1-5 made and delivered to each of the purported
2 licensees, or caused to be made and delivered to each of the purported licensees, one
3 or more copies of that motion picture. The full extent of defendants' wrongful
4 conduct, including whether defendants purported to enter into other licenses with
5 respect to the motion picture, is not presently known to plaintiff, who will, if
6 necessary and appropriate, seek leave to amend this Complaint when the full extent
7 of defendants' wrongful conduct is ascertained.

8 91. Defendants have infringed plaintiff's copyright in *Markus 4*, by, *inter*
9 *alia*, reproducing the motion picture in copies, by distributing copies of the motion
10 picture to the public, by performing the motion picture publicly, by displaying the
11 motion picture publicly and/or by causing, inducing or purporting to authorize all or
12 some of the foregoing infringements, all without plaintiff's consent, or are
13 vicariously liable for the foregoing infringements.

14 92. Plaintiff is entitled to and requests injunctive relief restraining
15 defendants, and their respective officers, agents and employees, and all persons
16 acting in concert with them, from engaging in any further acts in violation of the
17 copyright laws.

18 93. Plaintiff is further entitled to recover from defendants the damages
19 plaintiff has sustained and will sustain, and all gains, direct and indirect profit and
20 advantages obtained by defendants as a result of defendants' acts of infringement, or,
21 at plaintiff's election, statutory damages of \$150,000 for each infringement of the
22 motion picture's copyright for which any one infringer is liable individually and for
23 each infringement of the motion picture's copyright for which any two or more
24 infringers are liable jointly and severally. Plaintiff is further entitled to recover
25 reasonable attorney's fees, pursuant to 17 U.S.C. § 505.

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1 **THIRTEENTH CLAIM FOR RELIEF**

2 (For Copyright Infringement)

3 (Against All Defendants)

4 94. Plaintiff refers to and re-alleges each and every allegation contained in
5 paragraphs 1 through 21, inclusive, above, as if set forth herein.

6 95. Plaintiff's Movies include *Nature Trail*, which was duly registered with
7 the United States Copyright Office on or about March 28, 2001, as Registration No.
8 PAu 2506668.

9 96. On or about July 9, 2010, February 24, 2011, April 5, 2011, June 22,
10 2011, January 27, 2012, and February 19, 2013, defendants purported to enter into
11 licenses of rights to *Nature Trail* and *Vision*, Romanoff and Does 1-5 made and
12 delivered to each of the purported licensees, or caused to be made and delivered to
13 each of the purported licensees, one or more copies of that motion picture. The full
14 extent of defendants' wrongful conduct, including whether defendants purported to
15 enter into other licenses with respect to the motion picture, is not presently known to
16 plaintiff, who will, if necessary and appropriate, seek leave to amend this Complaint
17 when the full extent of defendants' wrongful conduct is ascertained.

18 97. Defendants have infringed plaintiff's copyright in *Nature Trail*, by, *inter*
19 *alia*, reproducing the motion picture in copies, by distributing copies of the motion
20 picture to the public, by performing the motion picture publicly, by displaying the
21 motion picture publicly and/or by causing, inducing or purporting to authorize all or
22 some of the foregoing infringements, all without plaintiff's consent, or are
23 vicariously liable for the foregoing infringements.

24 98. Plaintiff is entitled to and requests injunctive relief restraining
25 defendants, and their respective officers, agents and employees, and all persons
26 acting in concert with them, from engaging in any further acts in violation of the
27 copyright laws.

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1 99. Plaintiff is further entitled to recover from defendants the damages
2 plaintiff has sustained and will sustain, and all gains, direct and indirect profit and
3 advantages obtained by defendants as a result of defendants' acts of infringement, or,
4 at plaintiff's election, statutory damages of \$150,000 for each infringement of the
5 motion picture's copyright for which any one infringer is liable individually and for
6 each infringement of the motion picture's copyright for which any two or more
7 infringers are liable jointly and severally. Plaintiff is further entitled to recover
8 reasonable attorney's fees, pursuant to 17 U.S.C. § 505.

9 **FOURTEENTH CLAIM FOR RELIEF**

10 **(For Copyright Infringement)**

11 **(Against All Defendants)**

12 100. Plaintiff refers to and re-alleges each and every allegation contained in
13 paragraphs 1 through 21, inclusive, above, as if set forth herein.

14 101. Plaintiff's Movies include *Nikita Blues*, which was duly registered with
15 the United States Copyright Office on or about October 26, 1999, as Registration No.
16 PAu 24273333.

17 102. On or about July 9, 2010, August 24, 2010, April 5, 2011, and April 23,
18 2013, defendants purported to enter into licenses of rights to *Nikita Blues* and Vision,
19 Romanoff and Does 1-5 made and delivered to each of the purported licensees, or
20 caused to be made and delivered to each of the purported licensees, one or more
21 copies of that motion picture. The full extent of defendants' wrongful conduct,
22 including whether defendants purported to enter into other licenses with respect to the
23 motion picture, is not presently known to plaintiff, who will, if necessary and
24 appropriate, seek leave to amend this Complaint when the full extent of defendants'
25 wrongful conduct is ascertained.

26 103. Defendants have infringed plaintiff's copyright in *Nikita Blues*, by, *inter*
27 *alia*, reproducing the motion picture in copies, by distributing copies of the motion
28 picture to the public, by performing the motion picture publicly, by displaying the

1 motion picture publicly and/or by causing, inducing or purporting to authorize all or
2 some of the foregoing infringements, all without plaintiff's consent, or are
3 vicariously liable for the foregoing infringements.

4 104. Plaintiff is entitled to and requests injunctive relief restraining
5 defendants, and their respective officers, agents and employees, and all persons
6 acting in concert with them, from engaging in any further acts in violation of the
7 copyright laws.

8 105. Plaintiff is further entitled to recover from defendants the damages
9 plaintiff has sustained and will sustain, and all gains, direct and indirect profit and
10 advantages obtained by defendants as a result of defendants' acts of infringement, or,
11 at plaintiff's election, statutory damages of \$150,000 for each infringement of the
12 motion picture's copyright for which any one infringer is liable individually and for
13 each infringement of the motion picture's copyright for which any two or more
14 infringers are liable jointly and severally. Plaintiff is further entitled to recover
15 reasonable attorney's fees, pursuant to 17 U.S.C. § 505.

16 **FIFTEENTH CLAIM FOR RELIEF**

17 **(For Copyright Infringement)**

18 **(Against All Defendants)**

19 106. Plaintiff refers to and re-alleges each and every allegation contained in
20 paragraphs 1 through 21, inclusive, above, as if set forth herein.

21 107. Plaintiff's Movies include *Blade Boxer*, which was duly registered with
22 the United States Copyright Office on or about September 11, 1995, as Registration
23 No. PA 643770.

24 108. On or about July 9, 2010, and February 19, 2013, defendants purported
25 to enter into licenses of rights to *Blade Boxer* and Vision, Romanoff and Does 1-5
26 made and delivered to each of the purported licensees, or caused to be made and
27 delivered to each of the purported licensees, one or more copies of that motion
28 picture. The full extent of defendants' wrongful conduct, including whether

1 defendants purported to enter into other licenses with respect to the motion picture, is
2 not presently known to plaintiff, who will, if necessary and appropriate, seek leave to
3 amend this Complaint when the full extent of defendants' wrongful conduct is
4 ascertained.

5 109. Defendants have infringed plaintiff's copyright in *Blade Boxer*, by, *inter*
6 *alia*, reproducing the motion picture in copies, by distributing copies of the motion
7 picture to the public, by performing the motion picture publicly, by displaying the
8 motion picture publicly and/or by causing, inducing or purporting to authorize all or
9 some of the foregoing infringements, all without plaintiff's consent, or are
10 vicariously liable for the foregoing infringements.

11 110. Plaintiff is entitled to and requests injunctive relief restraining
12 defendants, and their respective officers, agents and employees, and all persons
13 acting in concert with them, from engaging in any further acts in violation of the
14 copyright laws.

15 111. Plaintiff is further entitled to recover from defendants the damages
16 plaintiff has sustained and will sustain, and all gains, direct and indirect profit and
17 advantages obtained by defendants as a result of defendants' acts of infringement, or,
18 at plaintiff's election, statutory damages of \$150,000 for each infringement of the
19 motion picture's copyright for which any one infringer is liable individually and for
20 each infringement of the motion picture's copyright for which any two or more
21 infringers are liable jointly and severally. Plaintiff is further entitled to recover
22 reasonable attorney's fees, pursuant to 17 U.S.C. § 505.

23 **SIXTEENTH CLAIM FOR RELIEF**

24 **(For Copyright Infringement)**

25 **(Against All Defendants)**

26 112. Plaintiff refers to and re-alleges each and every allegation contained in
27 paragraphs 1 through 21, inclusive, above, as if set forth herein.

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1 113. Plaintiff's Movies include *Felons*, which was duly registered with the
2 United States Copyright Office on or about February 25, 1999, as Registration No.
3 PAu 2374269.

4 114. On or about July 9, 2010, April 5, 2011, and February 19, 2013,
5 defendants purported to enter into licenses of rights to *Felons* and *Vision*, Romanoff
6 and Does 1-5 made and delivered to each of the purported licensees, or caused to be
7 made and delivered to each of the purported licensees, one or more copies of that
8 motion picture. The full extent of defendants' wrongful conduct, including whether
9 defendants purported to enter into other licenses with respect to the motion picture, is
10 not presently known to plaintiff, who will, if necessary and appropriate, seek leave to
11 amend this Complaint when the full extent of defendants' wrongful conduct is
12 ascertained.

13 115. Defendants have infringed plaintiff's copyright in *Felons*, by, *inter alia*,
14 reproducing the motion picture in copies, by distributing copies of the motion picture
15 to the public, by performing the motion picture publicly, by displaying the motion
16 picture publicly and/or by causing, inducing or purporting to authorize all or some of
17 the foregoing infringements, all without plaintiff's consent, or are vicariously liable
18 for the foregoing infringements.

19 116. Plaintiff is entitled to and requests injunctive relief restraining
20 defendants, and their respective officers, agents and employees, and all persons
21 acting in concert with them, from engaging in any further acts in violation of the
22 copyright laws.

23 117. Plaintiff is further entitled to recover from defendants the damages
24 plaintiff has sustained and will sustain, and all gains, direct and indirect profit and
25 advantages obtained by defendants as a result of defendants' acts of infringement, or,
26 at plaintiff's election, statutory damages of \$150,000 for each infringement of the
27 motion picture's copyright for which any one infringer is liable individually and for
28 each infringement of the motion picture's copyright for which any two or more

1 infringers are liable jointly and severally. Plaintiff is further entitled to recover
2 reasonable attorney's fees, pursuant to 17 U.S.C. § 505.

3 **SEVENTEENTH CLAIM FOR RELIEF**

4 **(For Copyright Infringement)**

5 **(Against All Defendants)**

6 118. Plaintiff refers to and re-alleges each and every allegation contained in
7 paragraphs 1 through 21, inclusive, above, as if set forth herein.

8 119. Plaintiff's Movies include *Theory Of The Leisure Class*, for which
9 copyright in the screenplay was duly registered with the United States Copyright
10 Office on or about December 31, 1997, as Registration No. PAu 2264813, and
11 copyright in the motion picture was duly registered with the United States Copyright
12 Office on or about January 21, 2014, as Registration No. PA 1908051.

13 120. On or about July 9, 2010, February 24, 2011, and February 19, 2013,
14 defendants purported to enter into licenses of rights to *Theory Of The Leisure Class*
15 and *Vision, Romanoff and Does 1-5* made and delivered to each of the purported
16 licensees, or caused to be made and delivered to each of the purported licensees, one
17 or more copies of that motion picture. The full extent of defendants' wrongful
18 conduct, including whether defendants purported to enter into other licenses with
19 respect to the motion picture, is not presently known to plaintiff, who will, if
20 necessary and appropriate, seek leave to amend this Complaint when the full extent
21 of defendants' wrongful conduct is ascertained.

22 121. Defendants have infringed plaintiff's copyright in *Theory Of The Leisure*
23 *Class*, by, *inter alia*, reproducing the motion picture in copies, by distributing copies
24 of the motion picture to the public, by performing the motion picture publicly, by
25 displaying the motion picture publicly and/or by causing, inducing or purporting to
26 authorize all or some of the foregoing infringements, all without plaintiff's consent,
27 or are vicariously liable for the foregoing infringements.

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1 122. Plaintiff is entitled to and requests injunctive relief restraining
2 defendants, and their respective officers, agents and employees, and all persons
3 acting in concert with them, from engaging in any further acts in violation of the
4 copyright laws.

5 123. Plaintiff is further entitled to recover from defendants the damages
6 plaintiff has sustained and will sustain, and all gains, direct and indirect profit and
7 advantages obtained by defendants as a result of defendants' acts of infringement, or,
8 at plaintiff's election, statutory damages of \$150,000 for each infringement of the
9 motion picture's copyright for which any one infringer is liable individually and for
10 each infringement of the motion picture's copyright for which any two or more
11 infringers are liable jointly and severally. Plaintiff is further entitled to recover
12 reasonable attorney's fees, pursuant to 17 U.S.C. § 505.

13 **EIGHTEENTH CLAIM FOR RELIEF**

14 **(For Copyright Infringement)**

15 **(Against All Defendants)**

16 124. Plaintiff refers to and re-alleges each and every allegation contained in
17 paragraphs 1 through 21, inclusive, above, as if set forth herein.

18 125. Plaintiff's Movies include *Weekend Adventure*, which was duly
19 registered with the United States Copyright Office on or about May 22, 1989, as
20 Registration No. PAu 1237173.

21 126. On or about July 9, 2010, and April 5, 2011, defendants purported to
22 enter into licenses of rights to *Weekend Adventure* and *Vision*, Romanoff and Does 1-
23 5 made and delivered to each of the purported licensees, or caused to be made and
24 delivered to each of the purported licensees, one or more copies of that motion
25 picture. The full extent of defendants' wrongful conduct, including whether
26 defendants purported to enter into other licenses with respect to the motion picture, is
27 not presently known to plaintiff, who will, if necessary and appropriate, seek leave to

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1 amend this Complaint when the full extent of defendants' wrongful conduct is
2 ascertained.

3 127. Defendants have infringed plaintiff's copyright in *Weekend Adventure*,
4 by, *inter alia*, reproducing the motion picture in copies, by distributing copies of the
5 motion picture to the public, by performing the motion picture publicly, by displaying
6 the motion picture publicly and/or by causing, inducing or purporting to authorize all
7 or some of the foregoing infringements, all without plaintiff's consent, or are
8 vicariously liable for the foregoing infringements.

9 128. Plaintiff is entitled to and requests injunctive relief restraining
10 defendants, and their respective officers, agents and employees, and all persons
11 acting in concert with them, from engaging in any further acts in violation of the
12 copyright laws.

13 129. Plaintiff is further entitled to recover from defendants the damages
14 plaintiff has sustained and will sustain, and all gains, direct and indirect profit and
15 advantages obtained by defendants as a result of defendants' acts of infringement, or,
16 at plaintiff's election, statutory damages of \$150,000 for each infringement of the
17 motion picture's copyright for which any one infringer is liable individually and for
18 each infringement of the motion picture's copyright for which any two or more
19 infringers are liable jointly and severally. Plaintiff is further entitled to recover
20 reasonable attorney's fees, pursuant to 17 U.S.C. § 505.

21 **PRAYER**

22 **WHEREFORE**, plaintiff A-Mark Entertainment, LLC prays for judgment as
23 follows:

- 24 1. On each of the Claims for Relief, against all defendants:
- 25 (a) That defendants, and each of them and their respective
26 agents and servants, be enjoined during the pendency of this action and
27 permanently from infringing, or contributing to the infringement of,
28 plaintiff's copyrights in any manner, and from copying, selling,

1 marketing, distributing, performing, displaying or otherwise exploiting
2 infringing copies or reproductions of any of plaintiff's copyrighted
3 materials, and that defendants be required to deliver up to plaintiff all
4 copies and other materials used in the making of infringing copies or
5 reproductions; and

6 (b) That defendants, and each of them, be required to pay
7 plaintiff such damages as plaintiff has sustained in consequence of
8 defendants' infringements of plaintiff's copyright, including but not
9 limited to the injury to the value of plaintiff's property, and all other
10 damages sustained by plaintiff, and to account for and pay to plaintiff all
11 gains, direct and indirect profits and advantages derived by defendants by
12 reason of their infringements, or, at plaintiff's election, statutory damages
13 of \$150,000 for each infringement of each of plaintiff's copyrights for
14 which any one infringer is liable individually and for each infringement
15 of the motion picture's copyright for which any two or more infringers
16 are liable jointly and severally, all according to proof and with
17 prejudgment interest on all sums awarded;

- 18 2. For plaintiff's cost of suit and its attorneys' fees; and
19 3. For such other and further relief as the Court deems just and proper.

20
21 Dated: May 12, 2015

22 /s/ Peter J. Anderson
23 Peter J. Anderson, Esq.
24 LAW OFFICES OF PETER J. ANDERSON
25 A Professional Corporation
26 Attorney for Plaintiff
27 A-MARK ENTERTAINMENT, LLC
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DEMAND FOR JURY TRIAL

Plaintiff A-Mark Entertainment, LLC, demands trial by jury.

Dated: May 12, 2015

/s/ Peter J. Anderson
Peter J. Anderson, Esq.
LAW OFFICES OF PETER J. ANDERSON
A Professional Corporation
Attorney for Plaintiff
A-MARK ENTERTAINMENT, LLC