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11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA
13 WESTERN DIVISION
14

15 DISNEY ENTERPRISES, INC.;
16 PARAMOUNT PICTURES
CORPORATION; AMAZON
17 CONTENT SERVICES LLC;
WARNER BROS. ENTERTAINMENT
18 INC.; UNIVERSAL CITY STUDIOS
PRODUCTIONS LLLP; UNIVERSAL
19 CONTENT PRODUCTIONS LLC;
NETFLIX STUDIOS, LLC;
20 COLUMBIA PICTURES
INDUSTRIES, INC.; and
21 STUDIOCANAL S.A.S.,

22 Plaintiffs,

23 vs.

24 TTKN ENTERPRISES, LLC d/b/a
CRYSTAL CLEAR MEDIA; TODD
25 SMITH; and TORI SMITH,

26 Defendants.
27
28

Case No. 2:20-cv-07274

**COMPLAINT FOR COPYRIGHT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

1 Plaintiffs bring this Complaint against TTKN Enterprises, LLC d/b/a Crystal
2 Clear Media (“CCM”) and Todd and Tori Smith (“Smiths”) (collectively
3 “Defendants”) for direct and secondary copyright infringement under the Copyright
4 Act (17 U.S.C. § 101 *et seq.*). This Court has subject matter jurisdiction pursuant to
5 28 U.S.C. §§ 1331, 1338(a), and 17 U.S.C. § 501(b). Plaintiffs allege, on personal
6 knowledge as to themselves and information and belief as to others, as follows:

7 **INTRODUCTION**

8 1. Defendants own and operate the Crystal Clear Media service, an
9 infringing streaming service that sells—directly and through an expanding network
10 of resellers—unauthorized access to copyrighted movies and television programs
11 through thousands of live and title-curated television channels (Internet Protocol
12 television (“IPTV”)) and video-on-demand (“VOD”) offerings. Defendants’
13 offerings exploit the rights to many of the world’s most popular movies and
14 television programs, including numerous works whose copyrights are owned or
15 exclusively controlled by Plaintiffs, including but not limited to, those works listed
16 in Exhibit A (the “Copyrighted Works”). Defendants’ title-curated channels stream
17 the Copyrighted Works in packaged offerings that are not available through
18 legitimate services. These offerings include, among many others, 24/7 marathons of
19 Disney’s movie *Frozen II* and Warner Bros.’s *Harry Potter* movie collection,
20 newly-released movies including Paramount’s *Like a Boss* and Columbia Picture’s
21 *Bad Boys for Life*, and enormously popular television series such as Universal’s *Mr.*
22 *Robot*. Defendants’ unlawful VOD service likewise provides illegal access to a
23 huge number of Plaintiffs’ Copyrighted Works. Defendants do not have a license or
24 any other right to engage in this brazen exploitation of the Copyrighted Works.

25 2. Defendants’ ongoing infringement is willful. Defendants know they
26 cannot exercise Plaintiffs’ exclusive rights without a license. Defendants have
27 engaged in concerted efforts to conceal their role in this illegal distribution chain
28 while continuing to offer and profit from their blatantly infringing service. Among

1 other things, Defendants deliberately mask the fact that they provide a VOD service.
2 Defendants’ public-facing interface labels this service, “Virtual Reality Gaming.”
3 But as Defendant Todd Smith has admitted in response to customer inquiries, this is
4 “NOT a VR Gaming plan, it is really our VOD service.”

5 3. Plaintiffs and/or their affiliates have invested and continue to invest
6 substantial resources and effort each year to develop, produce, distribute, and
7 publicly perform their Copyrighted Works through legitimate market channels.
8 These licensed channels are part of a content-delivery ecosystem that is safe for
9 consumers, reliable, and legal. Defendants’ mass infringement willfully undermines
10 that ecosystem. Defendants usurp Plaintiffs’ right to control their Copyrighted
11 Works and to determine the terms on which those Copyrighted Works are licensed
12 and provided to consumers. Defendants’ unlawful conduct irreparably harms
13 Plaintiffs, and that harm threatens to grow worse as Defendants’ network of resellers
14 and customers expands. Defendants have already induced dozens of businesses and
15 individuals to enter this illicit market. Unless Defendants are enjoined, more will
16 surely follow.

17 4. Plaintiffs bring this action to stop Defendants’ ongoing copyright
18 infringement and to secure damages resulting from Defendants’ infringing conduct.

19 **JURISDICTION AND VENUE**

20 5. This Court has subject matter jurisdiction over this Complaint pursuant
21 to 28 U.S.C. §§ 1331, 1338(a), and 17 U.S.C. § 501(b).

22 6. This Court has personal jurisdiction over Defendants. Defendants have
23 committed copyright infringement within California and caused injuries in this
24 State. Defendants have transacted business directly with California consumers and
25 through resellers that operate in California.

26 7. Defendants target subscribers in California. For example, Defendants
27 use or have used several websites that they own or control to operate and offer the
28 CCM service, including mediahosting.one, crystalcleariptv.com, ccmedia.one,

1 ccbilling.org, cciptv.us, ccreborn.one, ccultimate.one, superstreamz.com, and
2 webplayer.us (collectively, the “Websites”). Through some of these Websites,
3 Defendants have marketed CCM subscriptions to customers in California and
4 recruited resellers in California and who operate in California, and have profited
5 from those transactions. In addition, Defendants offer access to a collection of
6 broadcast television networks throughout California, such as the local Los Angeles
7 and San Francisco ABC networks, among others, via their IPTV service.

8 8. Defendants know that their unauthorized exploitation of the
9 Copyrighted Works harms Plaintiffs in California. Many Plaintiffs maintain
10 headquarters or offices in California, and this District is the location of a significant
11 portion of Plaintiffs’ production and distribution operations.

12 9. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(6),
13 1400(a).

14 **THE PARTIES**

15 10. Plaintiff Disney Enterprises, Inc. (“Disney”) is a corporation duly
16 incorporated under the laws of the State of Delaware with its principal place of
17 business in Burbank, California. Disney owns or controls copyrights or exclusive
18 rights in content that it or its affiliates produce or distribute.

19 11. Plaintiff Paramount Pictures Corporation (“Paramount”) is a
20 corporation duly incorporated under the laws of the State of Delaware with its
21 principal place of business in Los Angeles, California. Paramount owns or controls
22 copyrights or exclusive rights in content that it or its affiliates produce or distribute.

23 12. Plaintiff Amazon Content Services LLC (“Amazon”) is a corporation
24 duly incorporated under the laws of the State of Delaware with its principal place of
25 business in Seattle, Washington. Amazon owns or controls the copyrights or
26 exclusive rights in the content that it or its affiliates produce or distribute.

27 13. Plaintiff Warner Bros. Entertainment Inc. (“Warner Bros.”) is a
28 corporation duly incorporated under the laws of the State of Delaware with its

1 principal place of business in Burbank, California. Warner Bros. owns or controls
2 copyrights or exclusive rights in content that it or its affiliates produce or distribute.

3 14. Plaintiff Universal City Studios Productions LLLP (“UCSP”) is a
4 limited liability limited partnership duly organized under the laws of the State of
5 Delaware with its principal place of business in Universal City, California. UCSP
6 owns or controls copyrights or exclusive rights in content that it or its affiliates
7 produce or distribute.

8 15. Plaintiff Universal Content Productions LLC (formerly known as
9 Universal Cable Productions LLC and Universal Network Television, LLC)
10 (“UCP”) is a limited liability company duly organized under the laws of the State of
11 Delaware with its principal place of business in Universal City, California. UCP
12 owns or controls the copyrights or exclusive rights in the content that it or its
13 affiliates produce or distribute.

14 16. Plaintiff Netflix Studios, LLC (“Netflix”) is a corporation duly
15 incorporated under the laws of the State of Delaware with its principal place of
16 business in Los Gatos, California. Netflix owns or controls copyrights or exclusive
17 rights in content that it or its affiliates produce or distribute.

18 17. Plaintiff Columbia Pictures Industries, Inc. (“Columbia”) is a
19 corporation duly incorporated under the laws of the State of Delaware with its
20 principal place of business in Culver City, California. Columbia owns or controls
21 copyrights or exclusive rights in content that it or its affiliates produce or distribute.

22 18. Plaintiff Studiocanal S.A.S. (“Canal+”) is a corporation organized
23 under the laws of France, with its principal place of business in Issy-les-
24 Moulinaux, France.

25 19. Plaintiffs have obtained Certificates of Copyright Registration for their
26 Copyrighted Works. **Exhibit A** contains a representative list of movie and
27 television program titles, along with their registration numbers, the corresponding
28

1 entity that owns the copyright, the copyright registration number and date—the
2 copyrights which Defendants have infringed and continue to infringe.

3 20. Defendant TTKN Enterprises, LLC d/b/a Crystal Clear Media
4 (“CCM”) is a limited liability company incorporated in Florida. TTKN Enterprises
5 is the corporate entity that has registered some or all of the domains for the Websites
6 used in operating the CCM service.

7 21. Defendant Todd Smith resides in St. Cloud, Florida. He is the co-
8 manager of TTKN Enterprises and co-owner and co-operator of the CCM service.

9 22. Defendant Tori Smith resides in St. Cloud, Florida. She is a co-
10 manager of TTKN Enterprises and is the co-owner and co-operator of the CCM
11 service.

12 **BACKGROUND FACTS**

13 **Plaintiffs and Their Copyrighted Works**

14 23. Plaintiffs and/or their affiliates produce and distribute a significant
15 portion of the world’s most sought-after, critically acclaimed, and award-winning
16 movies and television programs. Plaintiffs’ ability to invest in new Copyrighted
17 Works depends upon protection and enforcement of their rights under copyright law.

18 24. Plaintiffs own or hold the exclusive U.S. rights to, among other things,
19 reproduce, distribute, and publicly perform (including by means of streaming those
20 works over the Internet) the Copyrighted Works.

21 25. Plaintiffs themselves, or through their affiliates, authorize the
22 legitimate distribution and public performance of the Copyrighted Works in various
23 formats and through multiple distribution channels, including, by way of example:
24 (a) through authorized, licensed cable and direct-to-home satellite services
25 (including basic, premium, and “pay-per-view”); (b) through authorized, licensed
26 Internet VOD services, including those operated by Amazon, iTunes, Google Play,
27 Disney+, and VUDU; (c) through authorized, licensed Internet or over-the-top
28 (“OTT”) streaming services, including those offered by Hulu TV, Fubo TV, Sling

1 TV, YouTube TV, and others; (d) for private home viewing on DVD, Blu-ray, and
2 UHD discs; (e) for exhibition in theaters; (f) for pay television; and (g) for broadcast
3 television.

4 26. Plaintiffs have not authorized Defendants to copy or stream any of the
5 Copyrighted Works, or to exercise any of Plaintiffs' other exclusive rights under the
6 Copyright Act, 17 U.S.C. § 106.

7 **Defendants' Direct and Secondary Infringement of Plaintiffs' Copyrighted**
8 **Works**

9 27. Defendants' infringing IPTV and VOD services provide Defendants'
10 subscribers with unauthorized access to Plaintiffs' Copyrighted Works. Defendants'
11 subscribers access infringing content through a web-based platform or CCM
12 applications for use on smart TVs or mobile devices (collectively the "CCM
13 Platforms"), which Defendants operate and control. Defendants also market their
14 services and attract paying subscribers through a growing network of resellers, each
15 of which sells CCM subscriptions. Through and in connection with their business
16 partners and resellers, and through their own distribution system and the CCM
17 Platforms, Defendants publicly perform the Copyrighted Works, and/or facilitate,
18 induce, and knowingly contribute to others reproducing and streaming the same, on
19 a massive scale and without Plaintiffs' authorization.

20 *Defendants' Illegal IPTV Service*

21 28. Defendants' IPTV service provide infringing streams of the
22 Copyrighted Works, in violation of Plaintiffs' exclusive public performance rights,
23 17 U.S.C. § 106(4).

24 29. Defendants and their resellers offer customer subscription packages for
25 their IPTV service at prices ranging from \$14.99 to \$39.99 per month, depending on
26 the package selected and number of connections available to a customer.

27 30. When accessing a CCM Platform, Defendants' customers first see a
28 home screen that offers access to "Live TV," which houses Defendants' IPTV

1 offerings. CCM subscribers who select Live TV have at their fingertips an
 2 enormous collection of television channels that Defendants curate. The volume of
 3 channels that Defendants offer is staggering, totaling over 6,000 channels from
 4 across the globe. Defendants have configured the CCM Platforms to organize the
 5 channels by category and genre (e.g., USA Documentaries, 24/7 Movies, 24/7
 6 Cartoons).

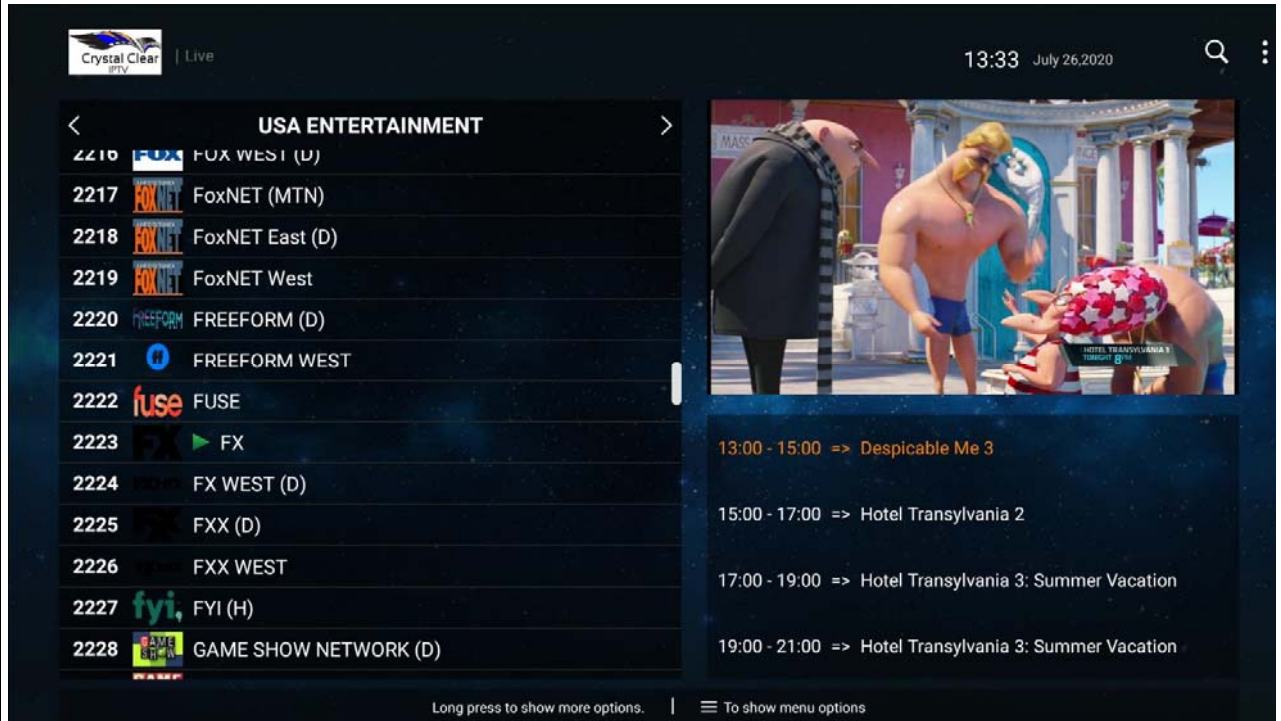


19 31. The channels that Defendants' IPTV service offer include major
 20 networks like ABC, NBC, and Fox, as well as paid channels like BET, ESPN SyFy,
 21 USA Network, and premium channels like HBO and Showtime, among others.

22 32. CCM's IPTV offerings include live television channels that are
 23 streamed contemporaneously with the original source of the telecast. For example,
 24 television programs airing on channels such as ESPN or NBCSN are streamed at the
 25 same time through the CCM Platforms, which means CCM subscribers can view
 26 sports events simultaneous with the broadcast, but without subscribing to those
 27 channels through a legitimate service.

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1 33. Once a subscriber clicks a channel offering, Defendants stream the
 2 channel and the content playing on it—frequently one of Plaintiffs’ Copyrighted
 3 Works—to the subscriber. The screen capture below shows the movie *Despicable*
 4 *Me 3* streaming live on the FX channel through a CCM.

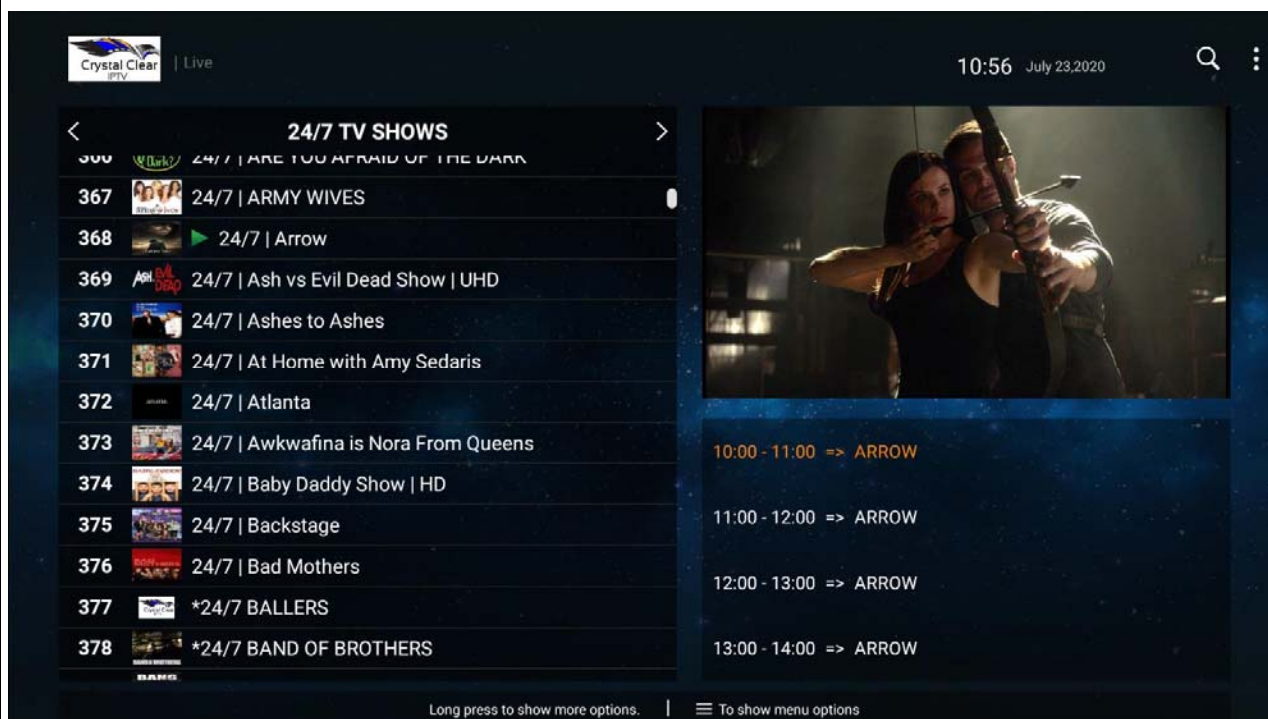


17 34. Defendants also offer “24/7,” title-curated channels devoted to specific
 18 television series, movies, or content collections. By way of example, the 24/7
 19 channel dedicated to *Santa Clarita Diet* continuously streams episodes from this
 20 Netflix series. Similarly, the 24/7 channel dedicated to Disney’s *Onward*, streams
 21 that movie continuously. Defendants’ 24/7 channel offerings of particular movies
 22 and television programs are a format not available on any licensed service.

23 35. Customers can also search within categories for specific television
 24 programs or movies that they would like to watch. The CCM interface will then
 25 display the 24/7 channels that are streaming content matching the search request.

26 36. As is the case with the other channels that Defendants offer, if a
 27 customer simply clicks on a title, they will be provided with their desired content via
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1 an infringing stream. For example, the screen capture below reflects Warner Bros'
2 *Arrow* streaming on the 24/7 Arrow channel through the CCM Platform.



15 37. Defendants offer some of Plaintiffs' most popular Copyrighted Works
16 through their 24/7 channels, including movies in Universal's *Jurassic Park* movie
17 series, Netflix's television program *A Series of Unfortunate Events*, and Warner
18 Bros.'s *Harry Potter* movies.

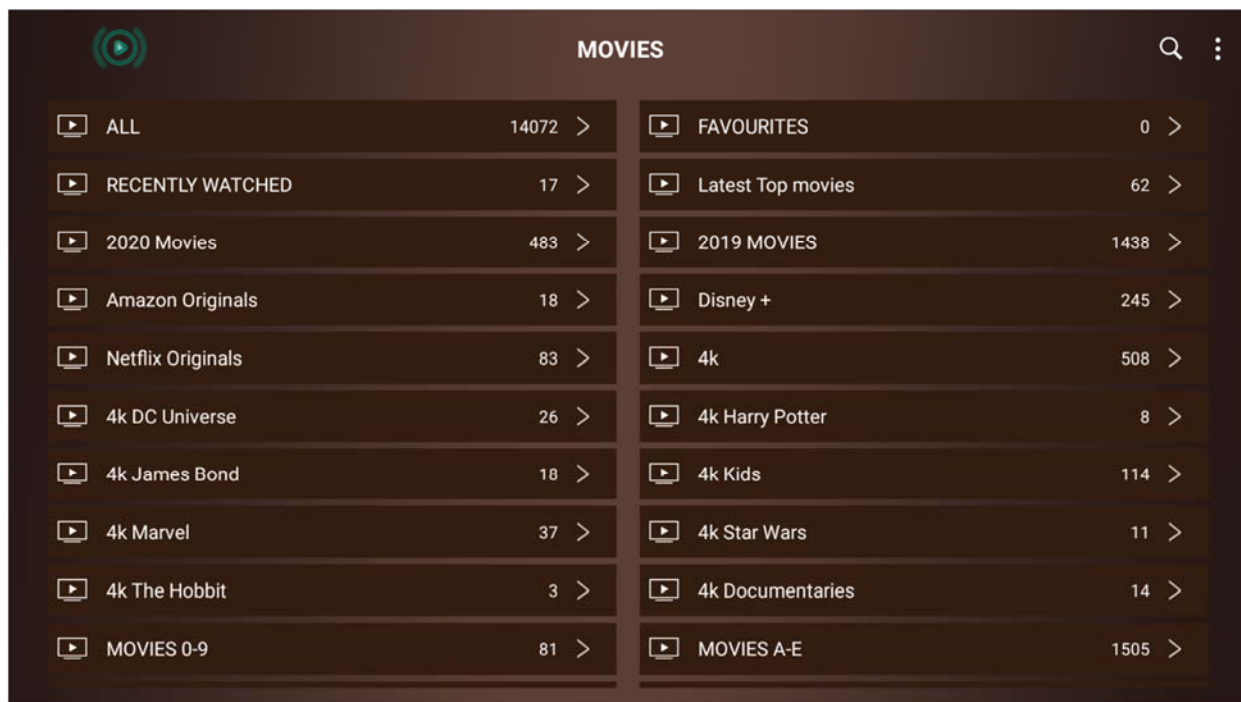
19 38. Defendants' 24/7 channels infringe not only Plaintiffs' exclusive right
20 of public performance, but their exclusive right to reproduce their Copyrighted
21 Works. A 24/7 channel does not hijack an authorized transmission stream, as in the
22 case of the live channels that Defendants commandeer. Plaintiffs' Copyrighted
23 Works must be copied and stored for streaming for a 24/7 channel. Defendants
24 either create these copies, and thereby directly infringe Plaintiffs' reproduction
25 rights; or Defendants knowingly, materially contribute to, or induce third parties to
26 make those copies, and thereby secondarily infringe Plaintiffs' exclusive
27 reproduction rights.

Defendants' Illegal VOD Service

39. In addition to streaming content through continuously operating channels, Defendants offer movies and television programs for on-demand viewing through their VOD service. Defendants' VOD service infringes Plaintiffs' exclusive reproduction and public performance rights.

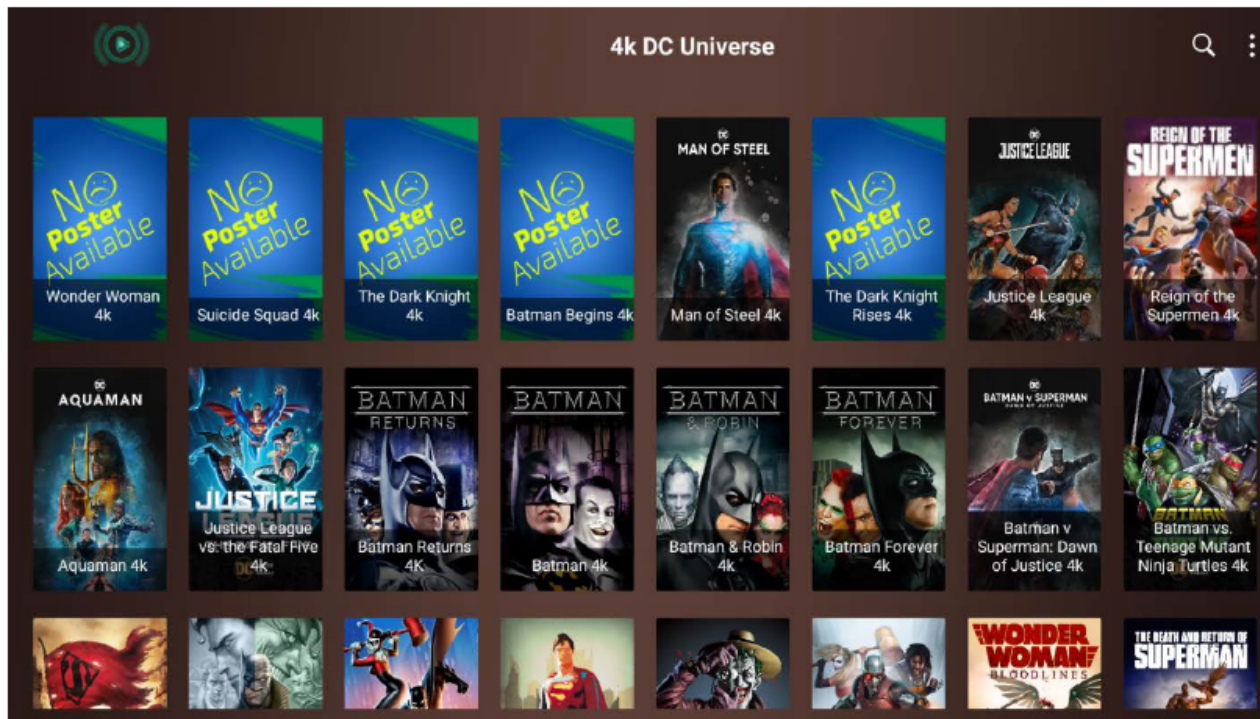
40. Customers purchase subscriptions to Defendants' VOD service through a CCM Website. Defendants' subscribers then access the VOD service via download instructions provided by Defendants.

41. Defendants' subscribers log into the VOD platforms using credentials that Defendants provide. Defendants' VOD service allows subscribers to select from a curated list of titles offered "on demand." As is true of Defendants' IPTV service, the quantity of copyrighted content available through the VOD service is massive. Defendants currently offer over 14,000 movie titles and 3,000 television series for on demand viewing.



42. The VOD service organizes this content into numerous categories, such as "2020 Movies," "Amazon Originals," "Netflix Originals," and "Disney+."

1 43. When a customer selects a category, e.g., “4K DC Universe,” a list of
 2 titles (along with thumbnail images showing a theatrical poster or cover art for the
 3 title) appears on the customer’s screen as shown, for example, below:



16 44. With the click of a button, the content will start streaming to the
 17 customer. Defendants do not have licenses to utilize any Copyrighted Work through
 18 their VOD service.

19 *Defendants’ Infringement Is Willful*

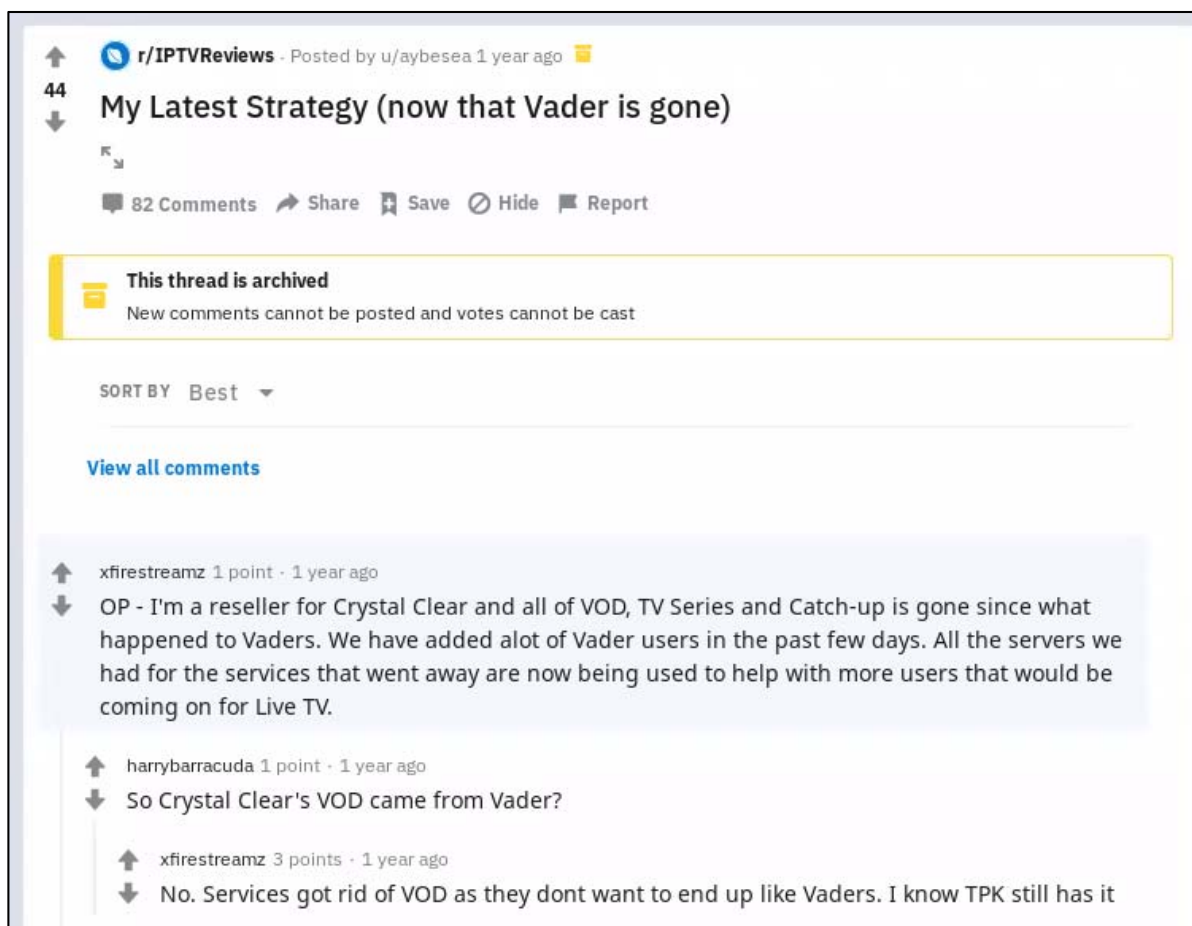
20 45. Defendants know they are breaking the law. Among other things, they
 21 have gone to great lengths to hide the fact they are offering an unauthorized VOD
 22 service, betraying Defendants’ knowledge that doing so is illegal.

23 46. On May 3, 2019, news broke via a popular website that a competing
 24 service, “Vader Streams,” was taken offline due to an anti-piracy action filed by the
 25 same Plaintiffs here in Federal Court in Canada.¹ That same day, Defendants,
 26 _____

27 ¹ See <https://torrentfreak.com/vader-large-pirate-iptv-service-shuts-down-promises-to-protect-customers-190503/>; and <https://www.alliance4creativity.com/news/ace-achieves-major-anti-piracy-victory-with-suspension-of-vader-streams/>.

1 issued an urgent announcement, stating they would “BE ELIMINATING VOD,
2 CATCHUP SERVICES, AND TV SERIES...IN LIGHT OF RECENT EVENTS.”

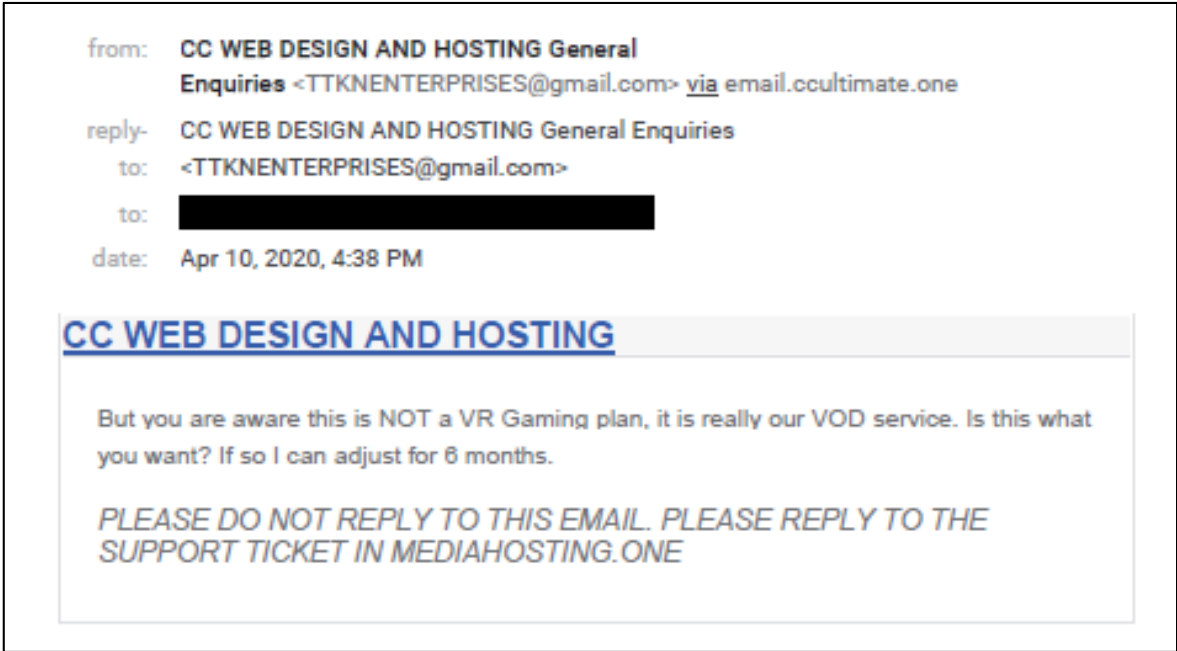
3 47. A “Crystal Clear” reseller later stated that the reason why “VOD, TV
4 Series and Catch-up is gone” is because “[s]ervices got rid of VOD as they don’t
5 want to end up like Vaders.”



21 48. But Defendants did not stop their VOD offering. Instead, Defendants
22 continue to sell subscriptions to their VOD service for \$10 a month under the false
23 label of “Virtual Reality Gaming...Addon.” The Virtual Reality Gaming label is a
24 deliberate effort to hide what Defendants are really providing. Defendants have told
25 customers via chat that this is actually CCM’s VOD service.

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49. Defendants have recently taken some of their Websites offline and moved their customer and reseller inquiries to private messaging. Defendants’ efforts to hide their infringing activity does not change the fact they are engaged in a mass infringing scheme. On the contrary, Defendants’ subterfuge demonstrates that Defendants know they are operating unlawfully.

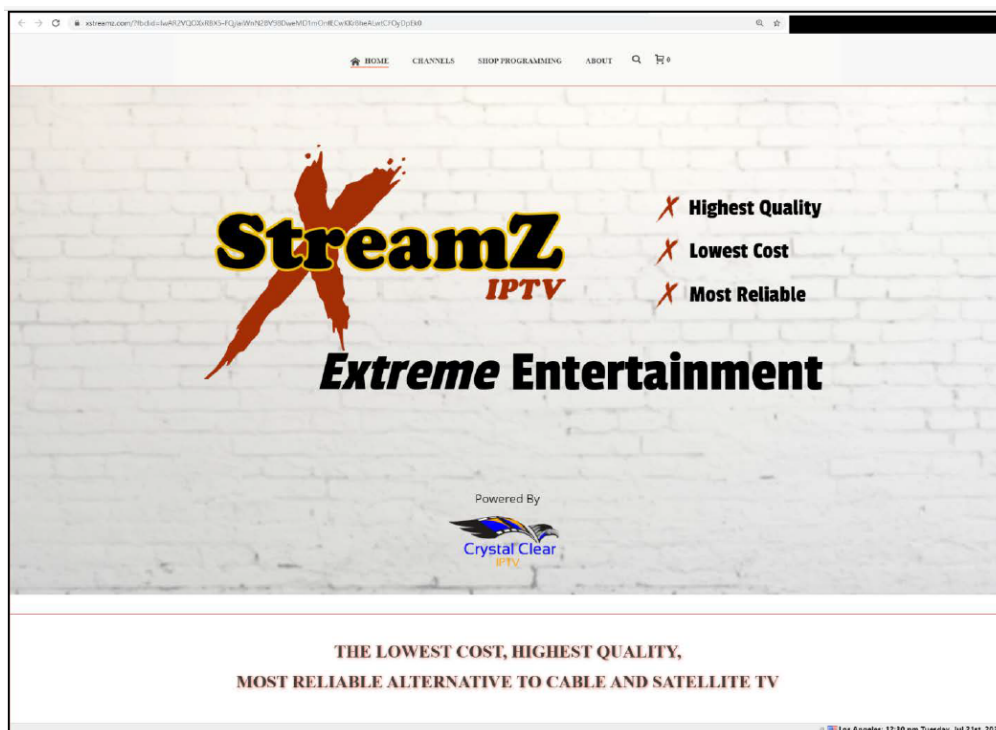
Defendants Use a Growing Network of Resellers to Expand Their Infringement of Plaintiffs’ Copyrighted Works

50. Defendants operate their infringing service primarily through an extensive and expanding network of CCM resellers. Defendants recruit resellers with the objective of using their networking and marketing efforts to further attract paying subscribers, who will benefit Defendants. Defendants have thereby dramatically increased their profits from their mass infringement of Plaintiffs’ Copyrighted Works.

51. Defendants sell what they call “web hosting” plans to their resellers. Web hosting plans is a euphemism for bulk “credits” that the resellers can then resell to customers, who then exchange them for subscriber login credentials. Defendants induce resellers to buy larger web hosting plans by offering volume

1 discounts. For example, a reseller buying 25 credits for \$110.00 would pay a per
2 credit price of \$4.40; a “Pro” reseller purchasing 200 credits for \$620.00 would pay
3 a per credit price of \$3.10; and a “Max” reseller purchasing 1000 credits for
4 \$2,100.00 would pay a per credit price of \$2.10.

5 52. Defendants’ reseller program plays a pivotal role in their infringing
6 enterprise. Defendants’ resellers market and promote CCM as a substitute for
7 authorized and licensed distributors (e.g., cable television providers or OTT
8 streaming services). For example, the following advertisement by XstreamZ IPTV,
9 tells potential customers it offers the “lowest cost, highest quality most reliable
10 alternative to cable and satellite TV,” which is “powered” by CCM.



23 53. The reseller program dramatically increases Defendants’ customer-base
24 and profits. More resellers means more customers buying illegal access to the
25 Copyrighted Works and other copyrighted content, and more money flowing into
26 Defendants’ pockets.

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1 **Defendants’ Mass Infringement Causes Plaintiffs Immediate and**
2 **Irreparable Harm**

3 54. The scope of Defendants’ infringement of Plaintiffs’ Copyrighted
4 Works is massive and growing. Defendants infringe Plaintiffs’ Copyrighted Works
5 twenty-four hours a day, seven days a week throughout the United States.

6 55. Plaintiffs exercise their exclusive rights by licensing their Copyrighted
7 Works to distributors and downstream services to develop and grow markets for
8 their copyrighted content, particularly the quickly evolving and increasingly
9 important digital markets. Defendants’ conduct usurps Plaintiffs’ control over the
10 exercise of these exclusive rights, interfering with those distribution strategies.

11 56. Defendants illegally and unfairly compete with live TV streaming
12 service providers who pay for permission to retransmit broadcast television.
13 Defendants offer access to live TV over the Internet but refuse to pay for the
14 licenses that the law requires that someone have before streaming the Copyrighted
15 Works. The result is television and movie content streamed over the internet in a
16 manner that directly competes with and undermines authorized cable and internet
17 streaming services. As such, Defendants also interfere with Plaintiffs’ existing
18 relationships with legitimate services that offer live TV programming.

19 57. Defendants also illegally and unfairly compete with Plaintiffs’
20 affiliated and licensed subscription VOD services, such as Amazon Prime, Netflix,
21 Disney+, HBOMax, Hulu, Peacock, Crackle, and others, who have the rights to
22 offer on-demand content, often exclusively, to their subscribers. Defendants offer a
23 library of titles not available on any single licensed VOD service, but refuse to pay
24 for the licenses that the law requires that someone have before streaming the
25 Copyrighted Works. Again, the result is television and movie content streamed over
26 the internet in a manner that directly competes with and undermines authorized
27 VOD services. As such, Defendants also interfere with Plaintiffs’ affiliated VOD
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1 offerings and Plaintiffs' existing relationships with legitimate services that license
2 and offer VOD content.

3 58. Defendants have an unfair competitive advantage over legitimate
4 licensed services. The legitimate services negotiate their licenses and abide by
5 contractual restrictions. Defendants need not honor such contractual restrictions
6 because they circumvent the licensing process altogether. This unfair competition
7 undermines both Plaintiffs' relationships with licensees and the legitimate market
8 for live and VOD content streamed over the Internet, which is a robust and growing
9 part of Plaintiffs' businesses and an important option to many consumers.

10 59. If left unchecked, Defendants' infringing conduct will continue to
11 grow. Defendants' network of resellers and subscribers will continue to expand, and
12 with it the infringement of Plaintiffs' Copyrighted Works will grow exponentially.
13 All of this conduct is causing immediate and irreparable harm to Plaintiffs, and that
14 harm will continue until Defendants are enjoined from engaging in their illegal
15 conduct.

16 **FIRST CAUSE OF ACTION**
17 **(Direct Copyright Infringement)**

18 60. Plaintiffs incorporate herein by reference each and every averment
19 contained in paragraphs 1 to 59 inclusive.

20 61. Under Section 106 of the Copyright Act, Plaintiffs own the exclusive
21 right to, among other things, publicly perform and reproduce their Copyrighted
22 Works.

23 62. Plaintiffs have not authorized Defendants to publicly perform or
24 reproduce their Copyrighted Works or to exercise any of Plaintiffs' other exclusive
25 rights.

26 63. Defendants have infringed and continue to infringe Plaintiffs'
27 Copyrighted Works by violating Plaintiffs' exclusive rights to publicly perform and
28 reproduce the Copyrighted Works. Without Plaintiffs' authorization, Defendants

1 (a) publicly perform Plaintiffs' Copyrighted Works, including but not limited to
2 those worked contained on the representative list of infringed works attached at
3 Exhibit A, by transmitting performances of the Copyrighted Works over the Internet
4 to CCM subscribers; and (b) reproduce the Copyright Works in connection with
5 multiple offerings, including the VOD service and 24/7 channels.

6 64. Defendants' acts of infringement are willful, in disregard of and with
7 indifference to Plaintiffs' rights.

8 65. As a direct and proximate result of the infringements by Defendants,
9 Plaintiffs are entitled to damages and Defendants' profits in amounts to be proven at
10 trial.

11 66. Alternatively, at their election, Plaintiffs are entitled to statutory
12 damages, up to the maximum amount of \$150,000 per infringed work by virtue of
13 Defendants' willful infringement, or for such other amounts as may be proper under
14 17 U.S.C. § 504.

15 67. Plaintiffs further are entitled to recover their attorneys' fees and full
16 costs pursuant to 17 U.S.C. § 505.

17 68. As a direct and proximate result of the foregoing acts and conduct,
18 Plaintiffs have sustained and will continue to sustain substantial, immediate and
19 irreparable injury, for which there is no adequate remedy at law. Unless enjoined
20 and restrained by this Court, Defendants will continue to infringe Plaintiffs' rights in
21 the Copyrighted Works. Plaintiffs are entitled to injunctive relief under 17 U.S.C.
22 § 502.

23 SECOND CAUSE OF ACTION

24 (Contributory Copyright Infringement by Knowingly and Materially 25 Contributing to the Infringement of the Copyrighted Works)

26 69. Plaintiffs incorporate herein by reference each and every averment
27 contained in paragraphs 1 to 68 inclusive.
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1 70. To the extent Defendants claim that third parties, not Defendants,
2 violate Plaintiffs' exclusive rights under the Copyright Act, Defendants are
3 knowingly and materially contributing to such infringement.

4 71. Defendants have actual knowledge of the third parties' infringement.
5 Defendants systematically amassed from third parties thousands of channels,
6 including 24/7 channels, which contain Copyrighted Works that necessarily were
7 reproduced before being curated into "marathons" of curated content. Defendants
8 know these third parties did not have authorization to create the copies of these
9 works.

10 72. Defendants materially contribute to the third parties' infringement.
11 Defendants configure and promote the use of the CCM Platforms to connect
12 subscribers to unauthorized online sources streaming Plaintiffs' Copyrighted Works.
13 The operators of these repositories or others operating in concert with them, control
14 facilities and equipment used to copy and stream performances of Plaintiffs'
15 Copyrighted Works. The operators of these repositories, or others operating in
16 concert with them directly, infringe Plaintiffs' exclusive reproduction and public
17 performance rights by copying and publicly performing the Copyrighted Works
18 without Plaintiffs' authorization. By operating the Websites and supplying the
19 CCM Platforms, Defendants facilitate, encourage, and enable the direct
20 infringement of Plaintiffs' Copyrighted Works.

21 73. Defendants' knowing and material contribution to the infringement of
22 Plaintiffs' rights in each Copyrighted Work constitutes a separate and distinct act of
23 infringement for which Defendants are liable.

24 74. Defendants' knowing and material contribution to the infringement of
25 the Copyrighted Works is willful, intentional, and purposeful, and in disregard of
26 and with indifference to Plaintiffs' rights.

27 75. As a direct and proximate result of Defendants' infringement, Plaintiffs
28 are entitled to damages and Defendants' profits in amounts to be proven at trial.

1 and all documents or other records in Defendants' possession, custody, or control
2 relating to Defendants' direct and secondary infringement of the Copyrighted
3 Works.

4 2. For entry of a preliminary injunction enjoining the domain name
5 registrar for the Websites, as well as all others who receive notice of the Court's
6 order, from allowing the Infringing Domain Names to be modified, sold, transferred
7 to another owner, or deleted.

8 3. For entry of a preliminary injunction enjoining Defendants' resellers
9 from continuing to market and distribute the CCM service.

10 4. For entry of an order requiring Defendants to transfer the Website
11 domains as well as all others who receive notice of the court's order, to transfer
12 these domain names and any additional domain names found to be associated with
13 Defendants' operation of the CCM service to a registrar to be appointed by Plaintiffs
14 to re-register the domain names in Plaintiffs' names, or the name(s) of their
15 designee(s), and under Plaintiffs' ownership.

16 5. For Plaintiffs' damages and Defendants' profits in such amount as may
17 be found; alternatively, at Plaintiffs' election, for maximum statutory damages or for
18 such other amounts as may be proper pursuant to 17 U.S.C. § 504(c).

19 6. For an accounting, the imposition of a constructive trust, restitution of
20 Defendants' unlawful proceeds from copyright infringement, and damages
21 according to proof.

22 7. For a declaration that Defendants' activities as alleged herein constitute
23 direct and secondary copyright infringement of Plaintiffs' exclusive rights under
24 copyright in violation of 17 U.S.C. § 106.

25 8. For prejudgment interest according to law.

26 9. For Plaintiffs' attorneys' fees and full costs incurred in this action
27 pursuant to 17 U.S.C. § 505.

28

1 10. For all such further and additional relief, in law or in equity, to which
2 Plaintiffs may be entitled or which the Court deems just and proper.

3 **DEMAND FOR JURY TRIAL**

4 Plaintiffs demand a trial by jury on all issues triable by jury.
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6 DATED: August 12, 2020

MUNGER, TOLLES & OLSON LLP

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9 By: /s/ Rose Leda Ehler

ROSE LEDA EHLER

Attorneys for Plaintiffs
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