

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

AFTER II MOVIE, LLC,  
BODYGUARD PRODUCTIONS, INC.,  
HITMAN TWO PRODUCTIONS, INC.,  
KILLING LINK DISTRIBUTION, LLC,  
LHF PRODUCTIONS, INC.,  
MILLENNIUM FUNDING, INC.,  
MILLENNIUM IP, INC.,  
MILLENNIUM MEDIA, INC.,  
MON, LLC,  
NIKOLA PRODUCTIONS, INC.,  
OUTPOST PRODUCTIONS, INC.,  
RAMBO V PRODUCTIONS, INC.,  
SCREEN MEDIA VENTURES LLC,  
VENICE PI, LLC,  
VOLTAGE HOLDINGS, LLC, and  
WONDER ONE, LLC,

*Plaintiffs,*

v.

RCN TELECOM SERVICES, LLC; and  
RCN TELECOM SERVICES OF  
MASSACHUSETTS, LLC,

*Defendants.*

Case No. 3:21-cv-15310-RK-TJB

MOTION FOR LEAVE TO FILE  
THE SECOND AMENDED AND  
SUPPLEMENTAL COMPLAINT

Plaintiffs, by and through their counsel, move this Court for leave to amend the First Amended Complaint pursuant to F.R.C.P 15(a)(2). The factual and legal bases underlying this Motion are set forth in the Brief in Support and proposed Second Amended and Supplemental Complaint included herewith.

Plaintiffs' Counsel sought consent from counsel for Defendants and consent was not granted.

WHEREFORE, Plaintiffs respectfully requests that this Court issue an order granting Plaintiffs leave to file the Second Amended and Supplemental Complaint.

Dated this 2nd day of June 2023.

/s/ Eliezer Lekht

Eliezer Lekht

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LLC

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RCN TELECOM SERVICES, LLC; and  
RCN TELECOM SERVICES OF  
MASSACHUSETTS, LLC,

*Defendants.*

Case No. 3:21-cv-15310-RK-TJB

BRIEF IN SUPPORT OF MOTION  
FOR LEAVE TO AMEND  
COMPLAINT

Plaintiffs, by and through their undersigned counsel, move this Court for leave to amend the Amended Complaint. The proposed Second Amended and Supplemental Complaint is attached as **Exhibit A**.

**Factual Background**

On August 13, 2021, this action was filed. *See* Doc. #1.

On November 15, 2021, Plaintiffs filed the First Amended Complaint. *See* Doc. #22.

On November 29, 2021, Defendants filed a Motion to Dismiss. *See* Doc. #28.

On October 11, 2022, the Motion to Dismiss was denied in-part and granted in-part by the Court. *See* Docs. #36-37.

On October 25, 2022, Defendants filed an Answer to the First Amended Complaint. *See* Doc. #40. Notably, in the Answer Defendants denied Plaintiffs' allegation that RCN TELECOM SERVICES OF MASSACHUSETTS, LLC is a limited liability company organized under the laws of Delaware and has its principal office at Arlington, MA. *See* Answer at ¶5.

On Nov. 14, 2022, Plaintiffs and Defendants submitted a joint discovery plan.

On Dec. 6, 2022, the Court held a scheduling conference where it declined to enter the joint discovery plan and issued a text minute entry ordering the Parties to exchange settlement positions by Dec. 20, 2022.

On Dec. 20, 2022, per Defendants' email request, the Court extended the deadline to exchange settlement positions to Jan. 6, 2023.

On Jan. 9, 2023, Plaintiffs served a First Requests for Production of Documents ("1RPOD") including document request 1-89 on Defendants.

On Jan. 26, 2023, the Court issued a text minute entry ordering the Parties to commence discovery limited to document requests and interrogatories and provide a status update by April 28, 2023. The Court did not enter the proposed scheduling order.

On Feb. 8, 2023, Defendants served objections in response to 1RPOD.

On April 17, 2023, Plaintiffs served a Second Requests for Production of Documents ("2RPOD") including document requests 90-114 on Defendants.

On April 17, 2023, Plaintiffs served a First Set of Interrogatories ("1ROG") including interrogatories 1-11 on Defendants.

On April 25, 2023, Defendants submitted a letter request [Doc. #50] requesting an extension to May 28, 2023 to submit the joint status report. This request was necessitated because Defendant requested (and Plaintiffs consented) additional time to respond to 2RPOD and 1ROG.

On May 17, 2023, Defendants submitted a letter request [Doc. #53] requesting an extension to June 28, 2023 to submit the joint status report. This request was necessitated because Defendant requested (and Plaintiffs consented) to additional time to respond to 2RPOD and 1ROG.

On May 24, 2023, Defendants finally produced some documents (RCNAII0000001-RCNA0000017).

On May 24, 2023, Defendants served a response to 1ROG.

On May 24, 2023, Defendants served objections to 2RPOD.

On May 26, 2023, the Parties met and conferred regarding Defendants' objections in their responses to 1RPOD, 2RPOD and 1ROG.

Defendant has not propounded any discovery on current Plaintiffs.

Plaintiffs wish to add additional works of Plaintiff VOLTAGE HOLDINGS, LLC and join additional Plaintiffs AFTER PRODUCTIONS, LLC, AFTER WE FELL PRODUCTIONS, LTD, AFTER EVER HAPPY PRODUCTIONS, LTD, BADHOUSE STUDIOS, LLC, CHASE FILM NEVADA, LLC, CINELOU FILMS, LLC, DALLAS BUYERS CLUB, LLC, HANNIBAL MEDIA, INC., JOLT PRODUCTIONS, INC., LF2 PRODUCTIONS, INC., PARADOX STUDIOS, LLC, SCREEN MEDIA VENTURES LLC ("Screen Media"), THE GUARD PRODUCTIONS, LTD and TIL PRODUCTIONS, INC., and their Works to relate back to the date of filing of the original complaint and activity after the original filing date. Plaintiffs also seek to delete Plaintiffs and Works that are no longer part of the case and clarify factual allegations.

Proposed additional Plaintiff Screen Media engaged the undersigned counsel Jonathan E. Moskin in March 2023 and such undersigned counsel has worked with existing counsel to streamline the filing of the Second Amended and Supplemental Complaint to add its own copyrighted titles to the instant action.

As realigned, and with the reassignment of the case on May 15, 2023,<sup>1</sup> the matter should now be able proceed without further delays.

### **Legal Standard**

F.R.C.P 15(a)(2) provides that leave to amend the complaint should be “freely give leave when justice so requires.” F.R.C.P 15(d) provides that a Court may permit supplemental pleadings setting out transactions which occurred after the date of the original pleading.

The Third Circuit has a “liberal policy favoring the amendment of pleadings.” *Dole v. Acro Chem Co.*, 921 F.2d 484, 487 (3d Cir. 1990). Thus, leave is freely granted where there is no undue delay, bad faith or dilatory motive, prejudice to defendants, and futility of amendment. *Id.* Further, under F.R.C.P 20(1), “persons may join in one action as plaintiffs if they assert (A) any right to relief jointly, severally, or in the alternative with respect to or arising out of the same transaction, occurrence, or series of transactions or occurrences and (B) any question of law or fact common to all plaintiffs will arise in the cation.

As set forth below, given the fact that proceedings in this action have only recently begun in earnest, there is no meaningful prejudice to Defendants in allowing the proposed realignment of the case (which certainly is more efficient than having new separate actions that could likely be joined with this action anyway.) Accordingly, Plaintiffs seek leave of this Court to allow them to

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<sup>1</sup> The case was also reassigned previously on from Chief Judge Wolfson to Judge Castner on April 11, 2022.

file the proposed Second Amended Complaint to join in the action as Plaintiffs and also seek relief for infringements that occurred after the filing date of the original Complaint.

### **Argument**

#### **I. There is no evidence of undue delay.**

“There is ... no presumptive period in which a motion for leave to amend is deemed ‘timely’ or in which delay becomes ‘undue.’” *Arthur v. Maersk, Inc.*, 434 F.3d 196, 205 (3d Cir. 2006) (citing favorably *Tefft v. Seward*, 689 F.2d 637, 639–40 (6th Cir.1982) (delay of four years not undue and allowing amendment) and *Buder v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 644 F.2d 690, 694 (8th Cir.1981) (delay of two and a half years not undue and allowing amendment)). In the Third Circuit, if the moving party can articulate a “colorable excuse” for not moving to amend earlier, there is generally no undue delay. *See Arthur*, 434 F.3d 196.

Here, the First Amended Complaint was filed on November 15, 2021, and Defendants did not file an Answer to the Amended Complaint until October 25, 2022. The Court has yet to enter a scheduling order. Adding the additional Plaintiffs as a party thus should not entail any undue delay in these proceedings. The motion picture copyright registrations for some of the titles sought to be added in the amended pleading such as *The Protégé* were obtained after original filing of this action. Accordingly, it was prudent to wait until the motion picture copyright registrations had been obtained. *See Fourth Estate Pub. Ben. Corp. v. Wall-Street.com, LLC*, 139 S. Ct. 881, 892 (2019) (Concluding that 17 U.S.C. §411(a) requires the Register to register the copyright).

Plaintiff Screen Media recently completed its due diligence in gathering the registration details of its hundreds of copyrighted titles, reviewing extensive data regarding the conduct of Defendants’ subscribers (which include thousands of individual piracy events), and working with counsel for current Plaintiffs to properly frame its claims. Thus, Plaintiffs have articulated

reasonable grounds for the timing of the present motion to amend. *See Le v. City of Wilmington*, 2010 WL 2754253, at \*3 (D. Del. July 12, 2010) (finding no undue delay where the moving party moved to amend “promptly after [it] discovered the information supporting the proposed amendment” - even though the deadline to amend per the scheduling order in that case had already passed, whereas there is not yet even a deadline to amend in this action).

The claims of the additional parties all arise from the same nucleus of operative facts. Hence, all parties will now be starting from the same point on a level playing field, and the most efficient resolution of this entire matter would be to join all claims together in one proceeding.

The alternative to allowing the amendment would be for the additional Plaintiffs to separately seek relief for the same actions of Defendants which gave rise to the allegations in the current Complaint, which of course would be a less efficient way to the same end. Moreover, the additional Plaintiffs are not seeking to add new claims. Thus, the matter is likely to be resolved more expeditiously if amendment is allowed. *See Trueposition v. Allen Telecom, Inc.*, 2002 WL 1558531, at \*2 (D. Del. July 16, 2002).

Further, “delay alone is insufficient reason to deny leave to amend ...” *See Cureton v. Nat'l Collegiate Athletic Ass'n*, 252 F.3d 267, 273 (3d Cir.2001); *see also Adams v. Gould Inc.*, 739 F.2d 858, 868 (3d Cir. 1984) (“the passage of time, without more, does not require that a motion to amend a complaint be denied”). Thus, even if the Court finds delay, if there is no other factor favoring denial of amendment (*e.g.*, dilatory motive or prejudice to Defendants), leave to amend should be granted. Indeed, there is no unfair prejudice to Defendants, and in the course of the parties’ extended meet and confer process prior to filing this motion (after Defendants refused to consent to the amendment), Defendants identified no such prejudice to them from the amendment herein.



**II. There is no bad faith or dilatory motive.**

Bad faith or dilatory motive requires a party to intentionally delay filing a claim for unfair or strategic motives. *See J.E. Mamiye & Sons, Inc. v. Fidelity Bank*, 813 F.2d 610, 614 (3d Cir.1987) (“[T]he question ... of bad faith, requires that we focus on the plaintiff's motives for not amending their complaint earlier”). That is not the case here. Plaintiffs are simply amending the Complaint to add parties and copyrighted works to the existing copyright infringement claim against Defendants. The new allegations are all directly related to the existing allegations, and Plaintiffs do not gain any unfair or strategic advantage by doing so. In fact, permissive joinder allows for the expediting of the judicial process and achievement of judicial economy. Thus, amendment to add the additional Plaintiffs is advantageous to the Court and to Defendants.

**III. There is no prejudice to Defendants.**

To claim undue prejudice, Defendants must show that they were “unfairly disadvantaged or deprived of an opportunity to present facts or evidence which [they] would have offered.” *Bechtel v. Robinson*, 886 F.2d. 644, 652 (3d Cir. 1989). That is, Defendants must show *actual* undue prejudice – not merely offer abstract assertions. *Id.* Here, where issue was joined and discovery commenced only recently, there is no prejudice to Defendants, who have not been disadvantaged or deprived of an opportunity to obtain discovery or present any facts or evidence. In fact, because the same legal claims for the same or substantiality similar actions remain at issue (*i.e.*, copyright infringement related to Defendants’ distribution of all Plaintiffs’ copyrighted works), amendment is advantageous for all parties. *See Trueposition*, 2002 WL 1558531, at \*2 (“since [the amended claims] are substantially similar to the [claims] contained in the original complaint, it would be economically beneficial to the parties to resolve all the issues in a single proceeding”).

Thus, there can be no serious argument that Defendants are in any way prejudiced by Screen Media's request for leave to file the proposed Amended Complaint. As noted, in the course of the parties' extensive meet and confer process, Defendants were simply unable to identify any unfair prejudice. Indeed, because Defendants have yet to serve discovery on Plaintiffs, there can be no prejudice.

#### **IV. Delay is Attributable to Defendants.**

Defendant has repeatedly delayed these proceedings. To date, Plaintiffs have not received substantive responsive document production to more than 100 document production requests. Notably, Defendant denies in ¶5 of its Answer [Doc. #40] that RCN TELECOM SERVICES OF MASSACHUSETTS, LLC is a limited liability company organized under the laws of Delaware and has its principal office at Arlington, MA, yet Defendant has yet to produce any documents in response to Plaintiffs' document request (#8) for documents supporting this denial. Plaintiffs also requested (document request #3) documents sufficient to show nature of RCN's relationship with Wave Broadband, enTouch and Digital West, and the nature of RCN's relationship with Astound or Astound Broadband. These requests were served on Jan. 9, 2023 in 1RPOD. Although nearly five months have passed, Defendants still have not produced any substantive responsive documents. Defendants' undue delay has prevented Plaintiffs from making a prudent decision on whether other parties need to be joined in discovery or additional claims added and avoid multiple motions for leave to amend.

#### **V. The proposed Amendment is not futile.**

An amendment is futile *only* where it would not withstand a motion to dismiss for failure to state a claim under F.R.C.P. 12(b)(6). *In re Burlington Coat Factory Sec. Litig.*, 114 F.3d 1410, 1434 (3d. Cir. 1997). Here, the original Complaint has *already* survived Defendants' motion to

dismiss. Because Screen Media seeks only to add itself as a party and its own copyrighted works to the same claims as asserted in the original Complaint, this motion is not futile. *See Marte v. Ltd. Brands*, 2014 WL 1092503 (D.N.J Mar. 18, 2014) (granting motion to amend to add new plaintiff where the underlying claim remained the same); *see generally Voilas v. Gen. Motors Corp.*, 173 F.R.D. 389 (D.N.J 1997) (“a motion to amend to add plaintiffs is not precluded by Federal Rule 15(a).”).

### **Conclusion**

For the above reasons, Plaintiffs respectfully requests that this Court grant their motion for leave to file the Second Amended Complaint attached hereto as **Exhibit A**, and per the Court’s rules, a redline comparison between the First Amendment Complaint and the proposed Second Amendment Complaint is attached hereto as **Exhibit B**.

Dated this 2nd day of June 2023.

/s/ Eliezer Lekht

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## **Exhibit "A"**

clean version of  
proposed amended  
pleading

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DISTRICT OF NEW JERSEY**

AFTER II MOVIE, LLC,  
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AFTER WE FELL PRODUCTIONS, LTD,  
AFTER EVER HAPPY PRODUCTIONS, LTD,  
BADHOUSE STUDIOS, LLC,  
BODYGUARD PRODUCTIONS, INC.,  
CHASE FILM NEVADA, LLC,  
CINELOU FILMS, LLC,  
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HANNIBAL MEDIA, INC.,  
HITMAN TWO PRODUCTIONS, INC.,  
JOLT PRODUCTIONS, INC.,  
LF2 PRODUCTIONS, INC.,  
LHF PRODUCTIONS, INC.,  
MILLENNIUM FUNDING, INC.,

Case No. 3:21-cv-15310-FLW-TJB

**SECOND AMENDED AND  
SUPPLEMENTAL COMPLAINT  
FOR COPYRIGHT  
INFRINGEMENT AND DMCA  
VIOLATION AND DEMAND  
FOR JURY TRIAL**

MILLENNIUM IP, INC.,  
MILLENNIUM MEDIA, INC.,  
MON, LLC,  
NIKOLA PRODUCTIONS, INC.,  
OUTPOST PRODUCTIONS, INC.,  
PARADOX STUDIOS, LLC,  
RAMBO V PRODUCTIONS, INC.,  
SCREEN MEDIA VENTURES LLC,  
THE GUARD PRODUCTIONS, LTD,  
TIL PRODUCTIONS, INC.,  
VENICE PI, LLC,  
VOLTAGE HOLDINGS, LLC, and  
WONDER ONE, LLC,

Plaintiffs,

v.

RCN TELECOM SERVICES, LLC; and  
RCN TELECOM SERVICES OF  
MASSACHUSETTS, LLC,

Defendants.

Plaintiffs AFTER II MOVIE, LLC, AFTER PRODUCTIONS, LLC, AFTER WE FELL PRODUCTIONS, LTD, AFTER EVER HAPPY PRODUCTIONS, LTD, BADHOUSE STUDIOS, LLC, BODYGUARD PRODUCTIONS, INC., CHASE FILM NEVADA, LLC, CINELOU FILMS, LLC, DALLAS BUYERS CLUB, LLC, HANNIBAL MEDIA, INC., HITMAN TWO PRODUCTIONS, INC., JOLT PRODUCTIONS, INC., LF2 PRODUCTIONS, INC., LHF PRODUCTIONS, INC., MILLENNIUM FUNDING, INC., MILLENNIUM IP, INC., MILLENNIUM MEDIA, INC., MON, LLC, NIKOLA PRODUCTIONS, INC., OUTPOST PRODUCTIONS, INC., PARADOX STUDIOS, LLC, RAMBO V PRODUCTIONS, INC., SCREEN MEDIA VENTURES LLC, THE GUARD PRODUCTIONS, LTD, TIL PRODUCTIONS, INC., VENICE PI, LLC, VOLTAGE HOLDINGS, LLC, and WONDER ONE,

LLC (“Plaintiffs”) file this Second Amended and Supplemental Complaint against Defendants RCN TELECOM SERVICES, LLC and RCN TELECOM SERVICES OF MASSACHUSETTS, LLC (“Defendants”) and allege as follows:

#### **NATURE OF THE ACTION AND PERSONAL JURISDICTION**

1. This matter arises under the United States Copyright Act of 1976, as amended, 17 U.S.C. §§ 101, et seq. (the “Copyright Act”).

2. The Plaintiffs allege that Defendants are secondarily liable (under material contribution and vicarious infringement) for direct copyright infringements in violation of 17 U.S.C. §§ 106 and 501 and violations of the Digital Millennium Copyright Act (“DMCA”), 17 U.S.C. § 1202.

3. Defendants solicit, transact, and/or do business within this jurisdiction, and have committed unlawful and tortious acts both within and outside this jurisdiction with the full knowledge that their acts would cause injury in this jurisdiction. As such, Defendants have sufficient contacts with this judicial district to permit the Court’s exercise of personal jurisdiction over them.

4. Upon information and belief, Defendant RCN TELECOM SERVICES, LLC is a limited liability company organized under the laws of Delaware and has its principal office at Princeton, New Jersey.

5. Upon information and belief, Defendant RCN TELECOM SERVICES OF MASSACHUSETTS, LLC is a limited liability company organized under the laws of Delaware and has its principal office at Arlington, MA.



## **PARTIES**

6. The Plaintiffs are owners, distributors, and/or have an interest in the copyrights for motion pictures (“Works”) including but not limited to those shown in Exhibit “A,” including the works of newly pled Plaintiffs.

7. Plaintiffs are producers and/or distributors of popular motion pictures currently available for sale online and in brick-and-mortar retail stores. Many of these critically acclaimed motion pictures were released in theaters throughout the world and feature A-list actors such as Samuel Jackson, Ryan Reynolds, Sylvester Stallone, Nicholas Cage, Angela Basset, Gerard Butler, Gary Oldman, Common, Linda Cardellini, Milla Jovovich, Pierce Brosnan, Dylan McDermott, Woody Harrelson, James Marsden and Rob Reiner, among others.

8. Plaintiffs invested significant financial resources, time and effort in making and marketing these motion pictures based upon the expectation that they would have an opportunity to get a return on their investment from rentals and sales. Massive piracy of these motion pictures on the Internet via peer-to-peer networks by subscribers of Internet Service Providers (“ISPs”) such as Defendants and the willful failure of the ISPs to deal with this issue despite clear notice of it have hindered this opportunity.

9. AFTER MOVIE II, LLC is a Nevada limited liability company with its principal place of business at Las Vegas, NV, and is an affiliate of Voltage Pictures.

10. AFTER PRODUCTIONS, LLC is a California limited liability company with its principal place of business at Los Angeles, CA.

11. AFTER WE FELL PRODUCTIONS, LTD is a legal entity formed in the United Kingdom and is an affiliate of Voltage Pictures.

12. AFTER EVER HAPPY PRODUCTIONS, LTD is a legal entity formed in the United Kingdom and is an affiliate of Voltage Pictures.

13. BADHOUSE STUDIOS, LLC is a Wyoming limited liability company with its principal place of business at West Hollywood, CA.

14. BODYGUARD PRODUCTIONS, INC. is a corporation organized under the laws of the State of Nevada, has a principal office in Nevada and is an affiliate of Millennium Media.

15. CHASE FILM NEVADA, LLC is a limited liability company formed in Nevada and is an affiliate of Voltage Pictures.

16. CINELOU FILMS, LLC is a California limited liability company with its principal place of business at Los Angeles, CA.

17. DALLAS BUYERS CLUB, LLC is a Texas limited liability company with its principal place of business at The Woodlands, TX and is an affiliate of Voltage Pictures.

18. HANNIBAL MEDIA, INC. is a California corporation with its principal place of business at 2045 Biscayne Blvd., #425 Miami, Florida.

19. HITMAN TWO PRODUCTIONS, INC. is a corporation organized under the laws of the State of Nevada, has a principal office in Nevada and is an affiliate of Millennium Media.

20. JOLT PRODUCTIONS, INC. is a corporation organized under the laws of the State of Nevada, has a principal office in Nevada and is an affiliate of Millennium Media.

21. LF2 PRODUCTIONS, INC. is a corporation organized under the laws of the State of Nevada, has a principal office in Nevada and is an affiliate of Millennium Media.

22. LHF PRODUCTIONS, INC. is a corporation organized under the laws of the State of Nevada, has a principal office in Nevada and is an affiliate of Millennium Media.

23. MILLENNIUM FUNDING, INC. is a corporation organized under the laws of the State of Nevada, has a principal office in Nevada and is an affiliate of Millennium Media.

24. MILLENNIUM IP, INC. is a corporation organized under the laws of the State of Nevada, has a principal office in Nevada and is an affiliate of Millennium Media.

25. MILLENNIUM MEDIA, INC. is a corporation organized under the laws of the State of Nevada, has a principal office in Nevada.

26. MON, LLC is a California limited liability company with its principal place of business at Beverly Hills, California, and is an affiliate of Voltage Pictures.

27. NIKOLA PRODUCTIONS, INC. is a corporation organized under the laws of the State of Nevada, has a principal office in Nevada and is an affiliate of Millennium Media.

28. OUTPOST PRODUCTIONS, INC. is a corporation organized under the laws of the State of Nevada, has a principal office in Nevada and is an affiliate of Millennium Media.

29. PARADOX STUDIOS, LLC is a Delaware limited liability company with its principal place of business at Wilmington, DE.

30. RAMBO V PRODUCTIONS, INC. is a corporation organized under the laws of the State of Nevada, has a principal office in Nevada and is an affiliate of Millennium Media.

31. SCREEN MEDIA VENTURES LLC (“SMV”), is a limited liability company with its principal place of business in New York, NY.

32. SMV is a global independent motion picture distribution company with a network that includes U.S. and international theatrical, home video, television, cable and new media distribution, with an extensive independently owned motion picture library.

33. THE GUARD PRODUCTIONS, LTD is a United Kingdom limited company with its principal place of business in London, England and is an affiliate of Millennium Media.

34. TIL PRODUCTIONS, INC. is a corporation organized under the laws of the State of Nevada, has a principal office in Nevada and is an affiliate of Millennium Media.

35. VENICE PI, LLC is a California limited liability company with its principal place of business at Los Angeles, CA, and is an affiliate of Voltage Pictures.

36. VOLTAGE HOLDINGS, LLC is a limited liability company registered under the laws of the State of Nevada, has principal offices in Los Angeles, California and is an affiliate of Voltage Pictures.

37. WONDER ONE, LLC is a Wyoming limited liability company with its principal place of business at Sherman Oaks, CA.

38. Defendant RCN TELECOM SERVICES, LLC is a limited liability company organized under the laws of Delaware with its principal office at Princeton, New Jersey.

39. Defendant RCN TELECOM SERVICES OF MASSACHUSETTS, LLC is, upon information and belief, a limited liability company organized under the laws of Delaware with its principal place of operation in Princeton, New Jersey.

40. Non-party RCN CORP. is, upon information and belief, a now defunct corporation previously organized under the laws of Delaware, but whose name is still used by RCN TELECOM SERVICES, LLC.

41. Upon information and belief, the Defendant RCN TELECOM SERVICES, LLC, non-party RCN CORP. and Defendant RCN TELECOM SERVICES OF MASSACHUSETTS, LLC are operated as a single, integrated company, under the RCN brand, with common management in New Jersey, a common corporate headquarters in New Jersey, and common policies and practices with respect to the provision of internet services.

42. Defendants are members of the American Registry of Internet Numbers (“ARIN”), which is a nonprofit, member-based organization that manages and distributes Internet number resources such as Internet Protocol (“IP”) addresses and Autonomous System Numbers. *See* Exhibit “B”.

43. Defendants have an ARIN “Org” kind handle of RTSL-6 with full name “RCN” and an address of 650 College Road East, Princeton, NJ, 08540 United States.

44. Defendants have an ARIN “Individual” kind handle of PJ301-ARIN with full name Peter Jacoby and address of 956 Massachusetts Ave., Arlington, MA 02476.

45. Defendants have an ARIN “Group” kind handle of RAD75-ARIN with full name “RCN Abuse Department”, a physical address of 650 College Road East, Princeton, NJ, 08540 United States and an email address of “abuse@rcn.com”.

46. Defendants have another ARIN “Group” kind handle of ZR40-ARIN with full name “RCN Corporation” and a physical address of 650 College Road East, Princeton, NJ, 08540 United States.

47. The ARIN records show that ARIN has directly allocated numerous IP address blocks to RCN, including 33 Networks and 11 Autonomous System Numbers.

48. Defendants are required to update the WHOIS records for the IP addresses it reassigns or reallocates to per its registration agreement with ARIN.

49. Defendant RCN TELECOM SERVICES OF MASSACHUSETTS, LLC is located at the address RCN publishes for its PJ301-ARIN individual handle.

50. Defendant RCN TELECOM SERVICES, LLC is located at the address RCN publishes for its ZR40-ARIN, RAD75-ARIN and RTSL-6 handles.

51. Defendant RCN TELECOM SERVICES, LLC designates Peter Jacoby as its designated DMCA agent, the same individual designated for RCN TELECOM SERVICES OF MASSACHUSETTS, LLC.

52. Defendants operate as an Internet Service Provider that provides transmitting, routing, or connection for material through a system or network controlled or operated by or for Defendants.

53. Defendants advertise as one of the fastest ISPs. *See* <https://www.rcn.com/> [last accessed on July 21, 2021]; Decl. of Joshua Lee at ¶3.

54. Many of Defendants' subscribers are motivated to subscribe to RCN's service because it allows them to download movies and other copyrighted content—including unauthorized content—as efficiently as possible.

55. Accordingly, Defendants promote their service to download and upload large amounts of content for subscribers that “spend hours downloading music, streaming music and gaming”. *See* Decl. of Joshua Lee at ¶4.

56. In exchange for this service, Defendants charge their subscribers monthly fees ranging in price based on the speed of service.

57. At all relevant times, Defendants knew that their subscribers routinely used their networks for illegally downloading and uploading copyrighted works, particularly Plaintiffs' Works. Upon information and belief, Plaintiffs' agent(s) sent thousands of notices styled per 17 U.S.C. §512(c)(3) to Defendant informing Defendants that many of their subscribers were actively utilizing their service to infringe Plaintiffs' Works. Those notices gave Defendants the specific identities of the infringing subscribers, referred to by their Internet Protocol (“IP”) addresses, port numbers and time of infringement (to the second) and included the file title of the infringing copy being pirated that included the altered copyright management information. Nonetheless, Defendants persistently turned a blind eye to the massive infringement of Plaintiffs' Works occurring over their network. Defendants allowed the illegal activity because it was popular with

subscribers and acted as a draw to attract and retain new and existing subscribers. Defendants' subscribers, in turn, purchased more bandwidth and continued using Defendants' services to infringe Plaintiffs' Works.

58. Defendants knew that if they terminated or otherwise prevented repeat subscribers from using their service to infringe, or made it less attractive for such use, Defendants would enroll fewer new subscribers, lose existing subscribers, and ultimately lose revenue. For those account holders and subscribers who wanted to download files illegally at faster speeds, Defendants obliged them in exchange for higher rates. In other words, the greater the bandwidth their subscribers required for pirating content, the more money Defendants made.

### **JOINDER**

59. Pursuant to Fed. R. Civ. P. 20(a)(1), each of the Plaintiffs are properly joined because, as set forth in detail above and below, the Plaintiffs assert: (a) a right to relief arising out of the same transaction, occurrence, or series of transactions, namely (i) the use of Defendants' services by their subscribers for infringing the copyrights in Plaintiffs' Works and (ii) the contribution to said copyright infringements by Defendants; and (b) that there are common questions of law and fact.

60. Pursuant to Fed. R. Civ. P. 20(a)(2), each of the Defendants are properly joined because, as set forth in more detail below, the Plaintiffs assert that the contributory infringements complained of herein by each of the Defendants: (a) arise out of the same transaction, occurrence, or series of transactions or occurrences, and (b) have common questions of law and fact.

61. Plaintiffs assert a right of relief against the Defendants jointly and severally.

### **SUBJECT MATTER JURISDICTION AND VENUE**

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

63. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) - (c) because: (a) all or a substantial part of the events or omissions giving rise to the claims occurred in this District; (b) the Defendants can or could be found, in this District; and/or (c) Defendants are subject to the court's personal jurisdiction with respect to the present action. Additionally, venue is proper in this District pursuant 28 U.S.C. § 1400(a) (venue for copyright cases), because the Defendants or Defendants' agents reside and can be found in this District.

### **FACTUAL BACKGROUND**

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

64. The Plaintiffs are the owners, distributors, and/or beneficial owners of the copyrights in the Works as shown in Exhibit "A" either through work for hire agreement, assignments and/or mergers. The Works are the subjects of copyright registrations and this action is brought pursuant to 17 U.S.C. § 411.

65. The Works are motion pictures currently offered for sale in commerce.

66. Defendants had notice of Plaintiffs' rights through at least the credits indicated in the content of the motion pictures which bore proper copyright notices.

67. Defendants also had notice of Plaintiffs' rights through general publication and advertising associated with the motion pictures, and packaging and copies, each of which bore a proper copyright notice.



68. Defendants also had notice of Plaintiffs' rights through notices that were sent to Defendants.

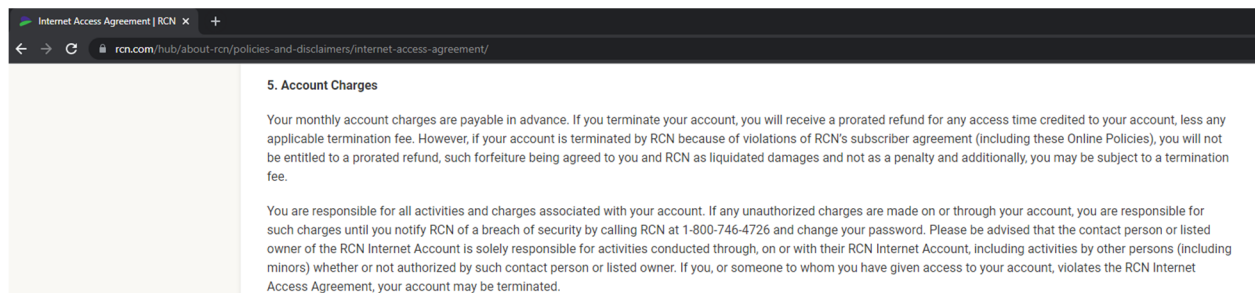
69. Defendants also had notice of Plaintiffs' rights through a letter from Plaintiffs' counsel. *See* Exhibit "D".

## **B. Defendants' Subscribers Infringe Plaintiffs' Copyrights**

70. Defendants' subscribers and/or the subscribers' household members, guests and other users (authorized or unauthorized by the subscriber) use software such as BitTorrent to infringe Plaintiffs' exclusive rights of reproduction and distribution.

71. Defendant holds its subscribers responsible for all activity conducted on subscribers' Internet service.

72. Defendants' Internet Access Agreement states, "Please be advised that the contact person or listed owner of the RCN Internet Account is solely responsible for activities conducted through, on or with their RCN Internet Account, including activities by other persons (including minors) whether or not authorized by such contact person or listed owner."



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

74. The BitTorrent protocol's popularity stems from its ability to distribute a large file without creating a heavy load on the source computer and network. In short, to reduce the load on the source computer, rather than downloading a file from a single source computer (one computer directly connected to another), the BitTorrent protocol allows users to join a "swarm" of host

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

75. In a report from January 2011, a survey conducted by the firm Envisional estimated that 11.4 percent of all Internet traffic involved the unauthorized distribution of non-pornographic copyrighted content via BitTorrent. *See* Envisional, “Technical report: An Estimate of Infringing Use of the Internet”, January 2011, [https://www.ics.uci.edu/~sjordan/courses/ics111/case\\_studies/Envisional-Internet\\_Usage-Jan2011-4.pdf](https://www.ics.uci.edu/~sjordan/courses/ics111/case_studies/Envisional-Internet_Usage-Jan2011-4.pdf) [last accessed July 21, 2021].

76. A more recent study by Sandvine determined that file-sharing accounts for 3 percent of global downstream and 22 percent of upstream traffic, with 97% of that traffic in turn being BitTorrent. *See* Sandvine, “The Global Internet Phenomena Report”, October 2018, <https://www.sandvine.com/hubfs/downloads/phenomena/2018-phenomena-report.pdf> [last accessed on May 27, 2021].

77. BitTorrent is overwhelmingly used for piracy. *See* David Price, “NetNames Piracy Analysis: Sizing the Piracy Universe”, September 2013, pg. 18, [http://creativefuture.org/wp-content/uploads/2016/01/netnames-sizing\\_piracy\\_universe-FULLreport-sept2013.pdf](http://creativefuture.org/wp-content/uploads/2016/01/netnames-sizing_piracy_universe-FULLreport-sept2013.pdf) [last accessed on Oct. 1, 2021] (“Of all unique visitors to bittorrent portals in January 2013, it is estimated that 96.28% sought infringing content during the month...”)

#### **(1) The Initial Seed, Torrent, Hash and Tracker**

78. A BitTorrent user that wants to upload the new file, known as an “initial seeder,” starts by creating a “torrent” descriptor file using, for example, the Client he or she installed onto his or her computer.

79. The initial user or seeder of a file used a process referred to as “ripping” to create a copy of motion pictures from either Blu-ray or legal streaming services.

80. The initial seeder often modifies the file title of the Work to include a wording such as “FGT”, “RARBG” or “YTS” in the title of the torrent files and file copies in order to enhance a reputation for the quality of his or her torrent files and attract users to his or her piracy website.

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

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

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

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

85. The “tracker” is a computer or set of computers that a torrent file specifies and to which the torrent file provides peers with the URL address(es).

86. The tracker computer or computers direct a peer user’s computer to other peer user’s computers that have particular pieces of the file, here the copyrighted Work, on them and facilitates the exchange of data among the computers.

87. Depending on the BitTorrent Client, a tracker can either be a dedicated computer (centralized tracking) or each peer can act as a tracker (decentralized tracking.)

**(2) Torrent Sites**

88. “Torrent sites” are websites that index torrent files that are currently being made available for copying and distribution by people using the BitTorrent protocol. There are numerous torrent websites including the notorious YTS, The Pirate Bay and RARBG websites. These websites were noted by the Office of the United States Trade Representative (“USTR”) as examples of Notorious Markets defined as an online marketplace reportedly engaged in and facilitating substantial piracy. *See* USTR, 2014 Out-of-Cycle Review of Notorious Markets, Mar. 5, 2015, pg. 17, Available at [https://ustr.gov/sites/default/files/2014%20Notorious%20Markets%20List%20-%20Published\\_0.pdf](https://ustr.gov/sites/default/files/2014%20Notorious%20Markets%20List%20-%20Published_0.pdf) [last accessed on May 7, 2021]; *see also* USTR, 2018 Out-of-Cycle Review of Notorious Markets, April 2019, pgs. 24, 27-28, Available at [https://ustr.gov/sites/default/files/2018\\_Notorious\\_Markets\\_List.pdf](https://ustr.gov/sites/default/files/2018_Notorious_Markets_List.pdf) [accessed on May 7, 2021].

**(3) Defendants’ subscribers access torrent sites from IP addresses provided by Defendants**

89. Defendants’ subscribers accessed torrent sites including the YTS website to upload and download Plaintiffs’ copyrighted Works from IP addresses provided by Defendants.

90. For example, an individual using email address j65\*\*\*\*\*@gmail.com accessed the torrent website YTS from IP address 207.237.11.70 assigned by Defendants to their subscriber and downloaded torrent files for the Works *Rambo V: Last Blood*. *See* Exhibit “C” at pg. 2.

**(4) Uploading and Downloading a Work Through a BitTorrent Swarm**

91. Once the initial seeder has created a torrent and uploaded it onto one or more torrent sites, then other peers begin to download and upload the computer file to which the torrent is linked

(here the copyrighted Work) using the BitTorrent protocol and BitTorrent Client that the peers installed on their computers.

92. The BitTorrent protocol causes the initial seeder's computer to send different pieces of the computer file, here the copyrighted Work, to the peers seeking to download the computer file. Defendants transmit the pieces to the peers.

93. Once a peer receives a piece of the computer file, here a piece of the copyrighted Work, it starts transmitting that piece to the other peers. Defendants transmit the pieces to the peers.

94. In this way, all of the peers and seeders are working together in what is called a "swarm."

95. Here, the Defendants' subscribers participated in a swarm and directly interacted and communicated with other members of the swarm through digital handshakes, the passing along of computer instructions, uploading and downloading, and by other types of transmissions, Plaintiffs' Works.

96. Defendants distributed the subscribers' transmissions to other members of the swarm.

97. In this way, and by way of example only, one initial seeder can create a torrent that breaks a movie up into hundreds or thousands of pieces saved in the form of a computer file, like the Works here, upload the torrent onto a torrent site, and deliver a different piece of the copyrighted Work to each of the peers. The recipient peers then automatically begin delivering the piece they just received to the other peers in the same swarm.

98. Once a peer has downloaded the full file, the BitTorrent Client reassembles the pieces and the peer is able to view the movie. Also, once a peer has downloaded the full file, that

peer becomes known as “an additional seed,” because it continues to distribute the torrent file, here the copyrighted Work.

**(5) Computer investigators identified Defendants’ IP addresses as participants in swarms that were distributing Plaintiffs’ copyrighted Works**

99. Computer investigators such as Maverickeye UG (“MEU”), Facterra LLC (“Facterra”), and/or Irdeto to monitor the Internet for instances of piracy of their Works.

100. MEU identified the IP addresses that are being used by those people that are using the BitTorrent protocol and the Internet to reproduce, distribute, display or perform some of Plaintiffs’ copyrighted Works.

101. MEU used forensic software to enable the scanning of peer-to-peer networks for the presence of infringing transactions.

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

103. MEU logged information including the IP addresses, Unique Hash Numbers, and hit dates that show that Defendants’ subscribers distributed pieces of the Plaintiffs’ copyrighted Works identified by the Unique Hash Number.

104. Defendants’ subscribers’ computers used the identified IP addresses to connect to the investigative server in order to transmit a full copy, or a portion thereof, of a digital media file identified by the Unique Hash Number.

105. MEU’s agent analyzed each BitTorrent “piece” distributed by the IP addresses and verified that re-assemblage of the pieces using a BitTorrent Client results in a fully playable digital motion picture of the Works.

106. MEU's agent viewed the Works side-by-side with the digital media file that correlates to the Unique Hash Number and determined that they were identical, strikingly similar or substantially similar.

107. Similarly, Facterra identified IP addresses that are being used by people using the BitTorrent protocol to reproduce, distribute, display or perform SMV's copyrighted Works.

108. Upon information and belief, between August 13, 2018 and present, Facterra identified over 60,000 instances of sharing copies of SMV's Works, including without limitation over 25,000 instances of the Works identified herein in Exhibit "A", that were confirmed at IP addresses belonging to Defendant's subscribers.

**C. The Operator of the YTS Website Confirmed that At Least One of Defendants' Subscribers' Accounts was Used to Download Torrent Files for Copying Copyright Protected Works from the YTS Website**

109. The YTS website operator maintained records of activity of registered user accounts. *See* Exhibit "C" at pg. 3 (Certificate of Authenticity).

110. As shown in Exhibit "C", the records including the email address of the registered user account, the torrent files the registered account downloaded, the IP address from where the registered user accessed the YTS website, and the time.

**D. Defendants' Subscribers Distributed Copies of Plaintiffs' Works**

111. Defendants' subscribers distributed at least pieces of each of Plaintiffs' Works over network connections provided by Defendants to other peers in the Swarm.

112. Defendants' subscriber at IP address 65.78.99.191 distributed hundreds of copies of Plaintiff Millennium Funding, Inc.'s Work *Angel Has Fallen* by the file name "Angel.has.fallen.2019.1080p-dual-lat-cinecalidad.is.mp4".

113. Defendants' subscriber at IP address 207.172.202.107 distributed hundreds of copies of Plaintiff Millennium Funding Inc.'s Work *Hunter Killer* by the file name

“[www.Torrent9.uno ] Hunter Killer 2018 FRENCH 720p WEB H264” and the Work *Angle Has Fallen* by the file name “[OxTorrent.com] Angel.Has.Fallen.2019. FRENCH.720p.WEB.H264-FRATERNiTY.mkv”.

114. MEU confirmed over 800 instances of Defendants’ subscriber at IP address 209.94.139.49 distributing copies of Plaintiff Rambo V Productions, Inc.’s Work *Rambo V: Last Blood* under the file name “[WWW.BLUDV.TV] Rambo - AtÃ© o Fim 2019 (720p - BluRay) [DUBLADO] Acesse o ORIGINAL WWW.BLUDV.TV” and over 700 instances of Defendants’ subscriber at IP address 66.44.13.123 distributing the Work under the file name “Rambo.last.blood.2019.1080p-dual-lat-cinecalidad.is.mp4”.

115. Defendants’ subscriber at IP address 108.176.64.58 distributed hundreds of copies of Plaintiff SMV’s Work *Scarecrow* under the file name “Scarecrow (2013) [x284 Super 480p] – Joker\_RETURNS” and “Scarecrow.2013.1080p.BluRay.x264-SONiDO [PublicHD].

116. Defendant’s subscribers at IP addresses 207.237.223.154, 208.105.58.254, and 208.58.223.193, among others, distributed hundreds of copies of Plaintiff SMV’s Work *The Locksmith*.

117. Defendant’s subscribers at IP addresses 131.106.165.223 and 131.106.17.168, among others, distributed hundreds of copies of Plaintiff SMV’s Work *Jeepers Creepers: Reborn*.

**E. Defendants’ subscribers knew the Copyright Management Information included in the files they distributed to other peers had been removed or altered without the authority of Plaintiffs**

118. A legitimate file copy of each of the Works includes copyright management information (“CMI”) indicating the title.

119. The initial seeders of the infringing file copies of Plaintiffs’ Works added wording to the file titles to “brand” the quality of piracy files he or she released and attract further traffic to his or her website.



120. For example, the initial seeder of the infringing file copies of the Works *After We Collided*, *London Has Fallen* and *The Locksmith* added the wording “RARBG” to the file titles to brand the quality of piracy files he or she released and attract further traffic to the RARBG website.

121. The word RARBG is not included in the file title of legitimate copies or streams of the Works. The initial seeder of the Work altered the title to falsely include the words “RARBG” in the CMI.

122. The initial seeder of the infringing file copies of the *Work Angel Has Fallen* and *Jeepers Creepers: Reborn* added the wording “YTS” to the file titles to brand the quality of piracy files he or she released and attract further traffic to the YTS website.

123. The word YTS is not included in the file title of legitimate copies or streams of the Works. The initial seeder of the Work altered the title to falsely include the words “YTS” in the CMI.

124. The file copies Defendants’ subscribers distributed to other peers in the Swarm included the altered CMI in the file title.

125. Defendants’ subscribers knew that the website or BitTorrent Client from which they obtained their torrent files was distributing illegal copies of the Works.

126. In many cases, Defendants’ subscribers had registered accounts with these piracy websites.

127. Defendants’ subscribers knew that the entity included in the false or altered CMI such as YTS or RARBG was not the author of Plaintiffs’ Works.

128. Defendants’ subscribers knew that the entity included in the false or altered CMI such as YTS or RARBG was not a licensed distributor of Plaintiffs’ Works. Indeed, the YTS website includes a warning to this effect.

129. Defendants' subscribers knew that the false or altered CMI that included words such as YTS and RARBG in the file names was false.

130. Defendants' subscribers knew that the false or altered CMI in the titles would induce, enable, facilitate or conceal infringements of the Works when they distributed the false CMI, altered CMI or the Works including the false or altered CMI.

131. Namely, Defendants' subscribers knew that other recipients would see the file titles and use the altered CMI to go to the website such as YTS from where the torrent files originated to obtain unlicensed copies of the Works.

132. By providing the altered CMI to others, Defendants' subscribers induced, enabled and facilitated further infringements of the Works.

133. Defendants' subscribers distributed Plaintiffs' Works with altered CMI as shown, for example, in Exhibit "E".

134. MEU determined that Defendants' subscribers distributed thousands of different modified CMI with file copies of the Works.

**F. Defendants had Knowledge that Their Subscribers were Infringing Plaintiffs' Works and Distributing File Copies of the Works with altered CMI But Continued to Provide Service to Their Subscribers**

135. MEU generated Notices of infringements ("Notices") styled per 17 U.S.C. §512(c)(3) of the Digital Millennium Copyright Act ("DMCA") to be sent by some of Plaintiffs' agents to service providers of IP addresses where they confirmed infringement of copyright protected content.

136. Irdeto generated and sent Notices styled per the DMCA to service providers of IP addresses where it confirmed infringement of copyright protected content.

137. Upon information and belief, each Notice included at least the name of the copyright owner, the title of the Work, the manner by which it was infringed, the infringing file

name which includes the altered Copyright Management Information, the IP address and port number at where infringement was confirmed and the time of infringement down to the second.

*See* Exhibit “D” (Attached Exhibits 1-2) (excerpt below).

Protocol: BITTORRENT  
Infringed Work: Hunter Killer  
Infringing FileName: Hunter Killer (2018) [WEBRip] [720p] [YTS.AM] Infringing FileSize: 1092418176  
Infringer's IP Address: 209.150.44.177 Infringer's Port: 38521 Initial Infringement Timestamp: 2020-06-08 06:32:55

Protocol: BITTORRENT  
Infringed Work: Rambo: Last Blood  
Infringing FileName: Rambo.Last.Blood.2019.1080p.KORSUB.HDRip.x264.AAC2.0-STUTTERSHIT  
Infringing FileSize: 3437872497  
Infringer's IP Address: 209.150.44.177  
Infringer's Port: 41915  
Initial Infringement Timestamp: 2020-10-09 19:51:44

138. Plaintiffs’ agents determine the proper service provider assigned the IP addresses at issue from publicly available information from ARIN.

139. Plaintiffs’ agents determine the proper abuse contact email address for the service provider assigned the IP addresses from the ARIN records, DMCA designated directory and Defendants’ website.

## DMCA Designated Agent Directory

### Service Provider History:

Effective: December 9, 2020 to Present (Active) ▼

Service Provider/Designated Agent Information	
Service Provider:	RCN Telecom Services LLC 650 College Road East Suite 3100 Princeton, NJ 08540
Designated Agent:	DMCA Manager RCN Telecom Services LLC 956 Massachusetts Avenue Arlington, MA 02476 Phone: 781.316.8815 Email: abuse@rcn.net
Status:	Active
Effective:	December 9, 2020 to Present

140. Plaintiffs' agents send the Notice to the abuse contact email address.

141. Defendants are required to update the WHOIS records for the IP addresses it reassigns or reallocates per their registration agreement with ARIN.

142. Plaintiffs' agent together have sent over 6,000 Notices to Defendants concerning infringements of copyright protected Works including Plaintiffs' at IP addresses assigned to Defendants from ARIN.

143. For example, Plaintiffs' agent sent over 1,700 Notices to Defendants concerning infringement of the motion picture *Angel Has Fallen* at IP addresses assigned to Defendants from ARIN.

144. For example, Plaintiffs' agent sent over 1,400 Notices to Defendants concerning infringement of the motion picture *Rambo V: Last Blood* at IP addresses assigned to Defendants from ARIN.

145. For example, Plaintiffs' agent sent over 300 Notices to Defendants concerning infringement of the motion picture *Ava* at IP addresses assigned to Defendants from ARIN.

146. For example, Plaintiffs' agent sent over 300 Notices to Defendants concerning infringement of the motion picture *The Outpost Killer* at IP addresses assigned to Defendants from ARIN.

147. Plaintiffs' agent sent over 100 Notices to Defendants concerning observed infringements at each of IP addresses 65.78.99.191, 207.172.202.107 and 209.94.139.49.

148. Upon information and belief, for example, Irdeto sent over 40 Notices to Defendants concerning infringement of the motion picture *Jeepers Creepers: Reborn* at IP addresses assigned to Defendants from ARIN.

149. Upon information and belief, for example, Irdeto sent over 10 Notices to Defendants concerning infringement of the motion picture *Code Name Banshee* at IP addresses assigned to Defendants from ARIN.

150. Upon information and belief, for example, Irdeto sent over 30 Notices to Defendants concerning infringement of the motion picture *The Locksmith* at IP addresses assigned to Defendants from ARIN.

151. Upon information and belief, for example, Irdeto sent over 200 Notices to Defendants concerning infringement of the motion picture *Willy's Wonderland* at IP addresses assigned to Defendants from ARIN.

152. Upon information and belief, for example, Irdeto sent over 100 Notices to Defendants concerning infringement of the motion picture *Till Death* at IP addresses assigned to Defendants from ARIN.

153. Upon information and belief, other rightsholders had similar Notices sent to Defendants concerning infringing activity at IP addresses assigned to Defendants from ARIN with altered CMI.

154. Defendants failed to terminate the subscribers of the accounts associated with these IP addresses or take any meaningful action in response to these Notices.

155. Defendants often failed to even forward the Notices to their subscribers.

156. Defendants continued to provide service to their subscribers despite knowledge that their subscribers were using the service to engage and facilitate massive piracy of Plaintiffs' copyright protected Works.

157. Plaintiffs' counsel sent a letter to Defendant RCN Telecom Services, LLC detailing these concerns and pointing to detailed examples of prolific piracy behavior by subscribers on Oct. 19, 2020. *See* Exhibit "D".

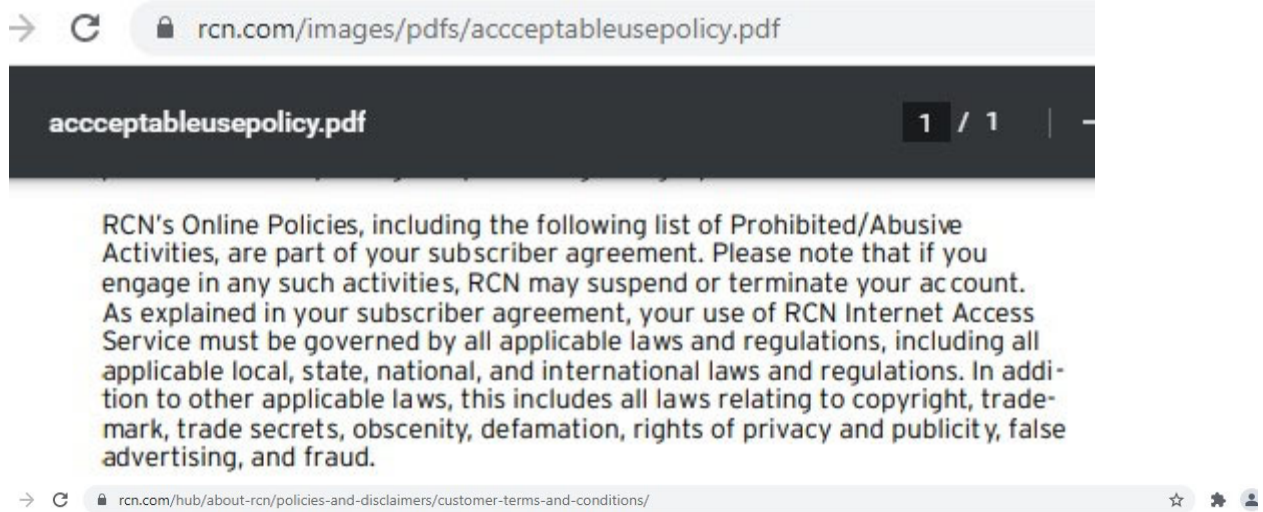
158. Defendants completely ignored the letter and continued to provide service to even the subscribers engaged in prolific piracy detailed in the letter.

159. Defendants' failure to terminate or take any meaningful action against their subscribers resulted in a cascade of piracy of Plaintiffs' Works.

**G. Defendants Control the Conduct of Their Subscribers.**

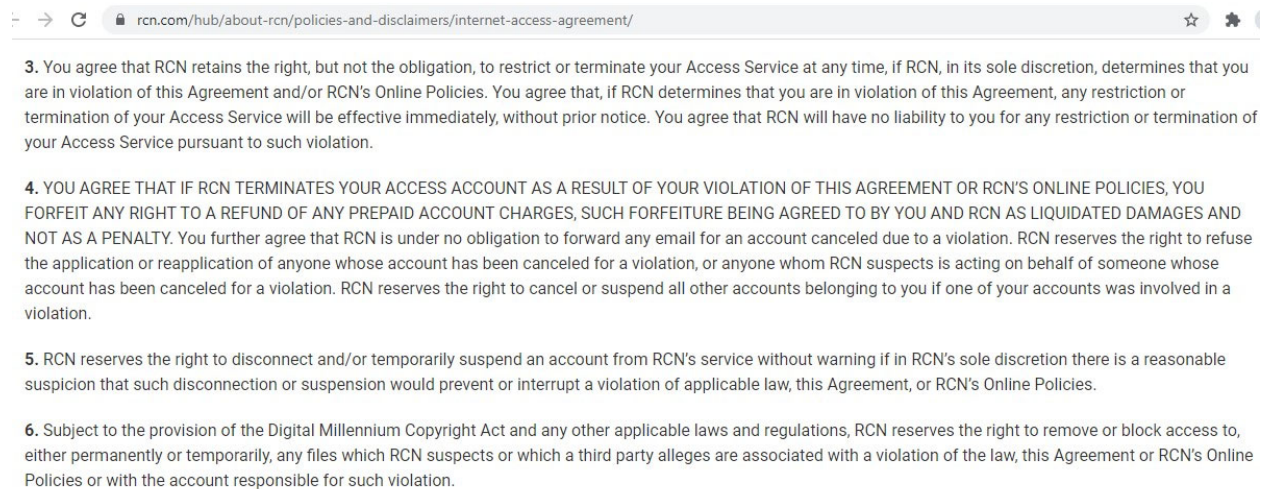
160. Defendants can terminate the accounts of their subscribers at any time.

161. Upon information and belief, Defendants promptly terminate subscriber accounts for committing any prohibited or abusive activities or failing to pay for the service. *See* Decl. of Joshua Lee at ¶5.



14. **Termination of Service:** Customer may terminate any or all services at any time by notifying RCN of its desire to do so. This Agreement and the services provided hereunder may be terminated (a) by RCN at any time without prior notice (i) if the Customer fails to comply in full with all the terms herein; (ii) Customer makes any express or implied threat of violence, or uses derogatory language, towards any employee, representative, agent, or contractor of RCN; or (iii) if RCN loses the right or ability to use public rights-of-way necessary to serve Customer, or (b) by Customer, at any time, upon notice to RCN, provided all Equipment is returned immediately to RCN. Upon termination of services, all Equipment must be returned immediately and outlets disconnected to avoid additional or continuing charges. In the event of termination by RCN, any restoration of service shall be solely at RCN's discretion and on such terms as RCN shall determine are necessary to resume service on a commercially reasonable basis.

162. Indeed, Defendants explicitly state that they have the right to disconnect or temporarily suspend a subscriber's account, including for DMCA violations. Yet, Defendants have failed to actually act on these purported policies. *See Id.*



163. Defendants explicitly state that they may take responsive action to violations or “reasonable suspicion” of violations of any of their policies, including the provisions of the DMCA, such as disconnecting and/or temporarily suspending a subscriber's account, or removing or blocking access to any files. *Id.*



164. Defendants monitor and/or control the content that their subscribers' access or which websites they visit.

165. Defendants have the ability to determine whether their subscriber's service is being used for operating file-sharing programs such as BitTorrent and whether the subscriber's service is being used to distribute copies of copyright protected content.

**H. Defendants Do Not Have a Safe Harbor from Liability.**

166. As part of the DMCA, Congress created a safe harbor that limits the liability of a service provider for copyright infringement when their involvement is limited to, among other things, "transmitting, routing, or providing connections for, material through a system or network controlled or operated by or for the service provider." 17 U.S.C. § 512(a). To benefit from this safe harbor, however, an ISP must demonstrate that it "has adopted and reasonably implemented...a policy that provides for the termination in appropriate circumstances of subscribers...who are repeat infringers." 17 U.S.C. § 512(i)(1)(A).

167. Defendants have not adopted or reasonably implemented a policy of terminating repeat infringers.

168. Plaintiffs' agents together have sent over 6,000 Notices to Defendants concerning infringements at IP addresses Defendants publish as assigned to them.

169. Defendants failed to terminate the accounts and/or take any meaningful actions against their subscribers in response to the Notices consistent with a reasonably implemented policy for termination of subscribers and account holders of the service provider's system or network who are repeat infringers necessary to support a safe harbor from liability ("policy").

170. Defendants specifically state in their policy that "RCN Telecom Services, LLC will terminate the subscriptions of repeat copyright infringers." *See* <https://www.rcn.com/hub/about-rcn/policies-and-disclaimers/dmca-policy-and-procedure/> [last accessed November 5, 2021].



171. Below are examples of Defendants' failure to reasonably implement the requisite Policy.

172. Defendants failed to terminate the account and/or take any meaningful action against their subscriber at IP address 65.78.99.191 even after 150 Notices of ongoing piracy at this IP address were sent to Defendants.

173. Defendants failed to terminate the account and/or take any meaningful action against their subscriber at IP address 207.172.202.107 even after over 140 Notices of ongoing piracy at this IP address were sent to Defendants, and despite the fact that Plaintiffs' counsel sent a letter detailing such piracy.

174. Defendants failed to terminate the account and/or take any meaningful action against their subscriber at IP address 209.94.139.49 even after over 100 Notices of ongoing piracy at this IP address were sent to Defendants, and despite the fact that Plaintiffs' counsel sent a letter detailing such piracy.

175. Defendants failed to terminate the account and/or take any meaningful action against their subscriber at IP address 209.150.44.177 even after over 90 Notices of ongoing piracy at this IP address were sent to Defendants, and despite the fact that Plaintiffs' counsel sent a letter detailing such piracy.

176. Defendants failed to terminate the account and/or take any meaningful action against their subscriber at IP address 66.44.13.123 even after over 80 Notices of ongoing piracy at this IP address were sent to Defendants, and despite the fact that Plaintiffs' counsel sent a letter detailing such piracy.

177. Defendants failed to terminate the account and/or take any meaningful action against their subscriber at IP address 216.80.112.90 even after at least 80 Notices of ongoing

piracy at this IP address were sent to Defendants, and despite the fact that Plaintiffs' counsel sent a letter detailing such piracy.

178. Indeed, Defendants have failed to follow their own purported policy.

179. Defendants' conduct renders them ineligible for safe harbor immunity from copyright liability under the DMCA.

**I. The Copyright Infringements Arise from Defendants' Advertisements.**

180. At all relevant times, Defendants' subscribers have paid substantial subscription fees for access to Defendants' high-speed Internet network.

181. Defendants offer a tiered pricing structure so their subscribers can have even higher downloading and uploading speed for a higher monthly fee. *See, e.g.,* <https://www.rcn.com/dc-metro/high-speed-internet/#shop> [last accessed on July 22, 2021].

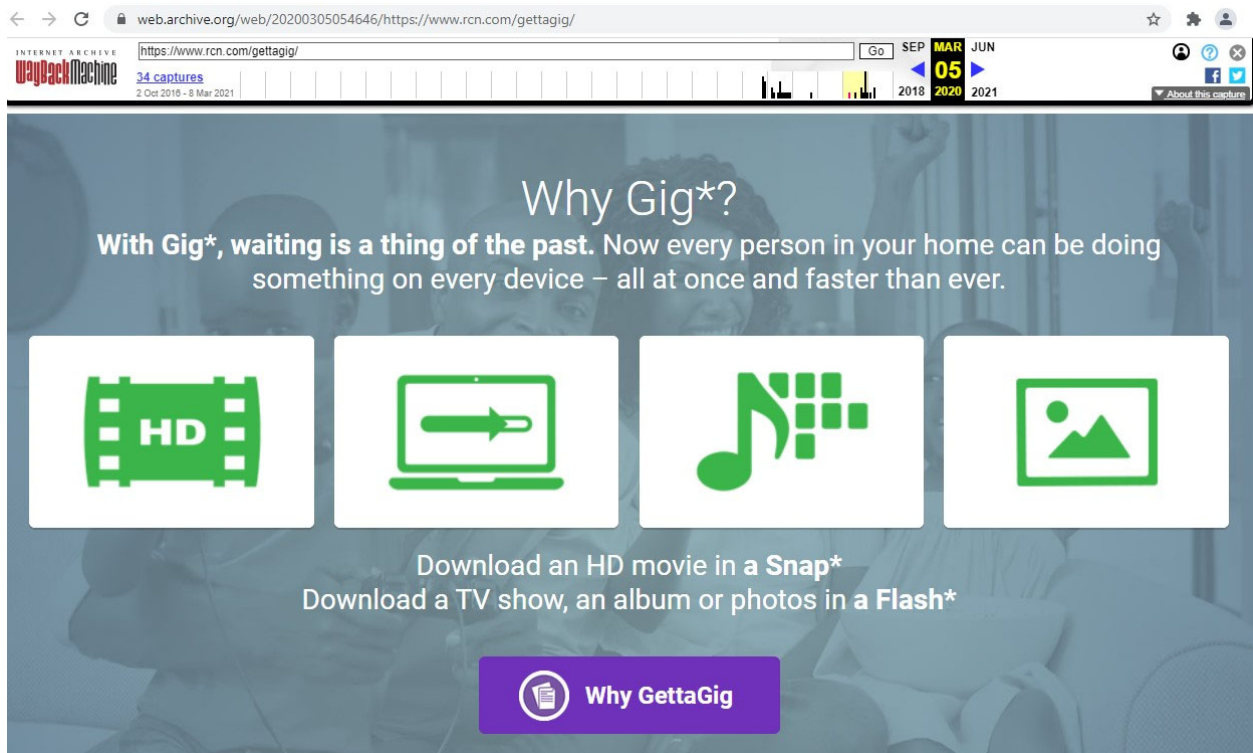
The screenshot displays the 'Shop Plans' section of the rcn.com website. It features three columns, each representing a different internet speed tier. Each tier is presented with a speed limit (100, 300, and 940 Mbps), a monthly price (\$19.99, \$29.99, and \$49.99), and a 'No Data Caps' guarantee. All plans include a 'Free 30-Day Trial on eero' and an 'Order Now' button. The 940 Mbps plan is the highest tier advertised.

Internet Speed	Monthly Price	Contract	Data Caps	Additional Features
Internet up to 100 Mbps*	\$19.99/mo*	No Contract Required	No Data Caps	Free 30-Day Trial on eero. Add fast, reliable WiFi for an extra \$5.00/mo.
Internet up to 300 Mbps*	\$29.99/mo*	No Contract Required	No Data Caps	Free 30-Day Trial on eero. Add fast, reliable WiFi for an extra \$5.00/mo.
Internet up to 940 Mbps*	\$49.99/mo*	No Contract Required	No Data Caps	Free 30-Day Trial on eero. Add fast, reliable WiFi for an extra \$5.00/mo.

182. Defendants advertise their highest tier for “gaming internet” and emphasizes the high upload and download speeds for \$49.99 with download speeds up to 940 Mbps.

183. As recently as March 5, 2020, Defendants advertised the ability to use this tier of service to “Download an HD movie in a Snap” and to “Download a TV show, an album or photos

in a Flash”. See Decl. of Joshua Lee at ¶¶6-7.



184. Defendants’ subscribers are motivated to become subscribers from Defendants’ advertisements.

185. Defendants’ subscribers are motivated to become subscribers from the knowledge of Defendants’ practice of ignoring notices of infringements or failing to take any meaningful action.

**J. The notorious piracy websites used by Defendants’ subscribers are hosted in foreign countries.**

186. Defendants’ subscribers use notorious piracy websites such as (a) YTS; (b) Piratebay; (c) Rarbg; (d) 1337x; and (e) Torrent Galaxy to pirate Plaintiffs’ Works.

187. These notorious piracy websites are hosted on servers in foreign countries.

188. Defendants have actual knowledge of their subscribers' infringements of Plaintiffs' exclusive rights under the Copyright Act by their subscribers' use of notorious piracy websites that are of foreign origin to pirate Plaintiffs' Works.

189. Despite having said actual knowledge, Defendants continues to provide services to their subscribers.

190. Defendants' actions of providing transmission, routing, or connections for said copies of the Works to their subscribers is a direct and proximate cause of the infringements of Plaintiffs' Works.

191. Defendants had actual or constructive knowledge of infringement of Plaintiffs' exclusive rights under the Copyright Act by their subscribers. Defendants knowingly and materially contributed to such infringing activity.

192. Plaintiffs suffer irreparable harm from Defendants' failure to take even simple actions to stop further piracy of their Works by Defendants' subscribers.

193. Defendants' subscribers are depriving Plaintiffs of their exclusive rights to control how, when, and to whom they will disseminate their Copyrighted Works.

194. Defendants' subscribers' distribution of freely available infringing copies of the Works inevitably and irreparably undermines the legitimate market in which consumers can purchase access to the same Works.

195. Defendants' subscribers' distribution of freely available infringing copies of the Works threaten harm to Plaintiffs' relationships and goodwill with authorized licensees.

196. The hardship Plaintiffs will face without the injunction prayed for below outweighs any harm to the Defendants' interests in profiting from allowing their subscribers to use their service to pirate Plaintiffs' Works.

197. The public has a compelling interest in protecting copyright owners' marketable rights to their works, particularly from foreign websites that profit from widespread piracy of US copyright protected Works.

198. As a direct and proximate result of the infringement to which Defendants knowingly and materially contribute and contributed, Plaintiffs are entitled to injunctive or other equitable relief as provided by, for example, 17 U.S.C. §§ 512(j)(1)(A) and (B) including but not limited to an order restraining the Defendants from providing access to infringing material or activity residing at movie piracy websites including but not limited to: (a) YTS; (b) Piratebay; (c) Rarbg; (d) 1337x; and (e) TorrentGalaxy and/or taking reasonable steps to block access to said movie piracy websites.

#### **FIRST CAUSE OF ACTION**

##### **(Contributory Copyright Infringement based upon material contribution)**

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

200. Through their activities, Defendants knowingly and intentionally took steps that are substantially certain to result in direct infringement of Plaintiffs' Copyrighted Works, and that have resulted in such direct infringement in violation of Plaintiffs' copyrights.

201. Despite Defendants' knowledge that their subscribers were using their service to engage in widescale copyright infringements, Defendants have failed to take reasonable steps to minimize the infringing capabilities of their service.

202. Despite Defendants' knowledge that their subscribers were using their service to engage in widescale copyright infringements via BitTorrent protocol, which is overwhelmingly

used for piracy, Defendants have failed to take reasonable steps to minimize the infringing capabilities of their service.

203. Defendants are liable as contributory copyright infringers for the infringing acts of their subscribers. Defendants have actual and constructive knowledge of the infringing activity of their subscribers. Defendants knowingly caused and otherwise materially contributed to these unauthorized distributions of Plaintiffs' Works.

204. Defendants' contributory infringements were committed "willfully" within the meaning of 17 U.S.C. § 504(c)(2).

205. By engaging in the contributory infringement alleged in this Second Amended Complaint, Defendants deprived not only the producers of the Works from income that could have been derived when the respective film was shown in public theaters and offered for sale or rental, but also all persons involved in the production and marketing of this film, numerous owners of local theaters and retail outlets and their employees, and, ultimately, the local economy. Defendants' misconduct therefore offends public policy.

206. Plaintiffs are entitled to elect to recover from Defendants statutory damages for violations of 17 U.S.C. § 1202.

## **SECOND CAUSE OF ACTION**

### **(Vicarious Infringement)**

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

208. Defendants are vicariously liable for the infringing acts of their subscribers' infringements including but not limited to their subscribers' direct infringements of Plaintiffs' exclusive right to reproduce and distribute copies of their Works.

209. Defendants have the right and ability to supervise and control the infringing activities that occur through the use of their service, and at all relevant times have derived a direct financial benefit from the infringement of Plaintiffs' copyrights.

210. Defendants have refused to take any meaningful action to prevent the widespread infringement by their subscribers. Indeed, the ability of subscribers to use Defendants' service to engage in widespread piracy of copyright protected content including Plaintiffs' Works without having their services terminated despite multiple notices being sent to Defendants act as a powerful draw for subscribers of Defendants' service.

211. The ability of subscribers to use Defendants' high-speed service to infringe Plaintiffs' Works without having their services terminated despite multiple notices being sent to Defendants acts as a powerful draw for subscribers of Defendants' service.

212. Defendants are therefore vicariously liable for the unauthorized reproduction and distribution of Plaintiffs' Works.

### **THIRD CAUSE OF ACTION**

#### **(Secondary Liability for Digital Millennium Copyright Act Violations)**

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

214. Defendants' subscribers knowingly and with the intent to induce, enable, facilitate, or conceal infringement of the Plaintiffs' copyright protected Works, distributed copyright management information ("CMI") that falsely included wording such as "YTS" and "RARBG" in violation of 17 U.S.C. § 1202(a)(2).



215. Defendants' subscribers knowingly and with the intent to induce, enable, facilitate, or conceal infringement of the copyright protected Works distributed CMI that falsely included the wording such as "YTS" and "RARBG" or in violation of 17 U.S.C. § 1202(a)(2).

216. Defendants' subscribers knowingly and with the intent to induce, enable, facilitate, or conceal infringement of the copyright protected Works distributed CMI that falsely included the wording such as "YTS" and "RARBG" in violation of 17 U.S.C. § 1202(a)(2).

217. Defendants' subscribers, without the authority of Plaintiffs, or the law, distributed removed or altered CMI knowing that the CMI had been removed or altered to include wording such as "RARBG" and "YTS" without the authority of the Plaintiffs knowing, or having reasonable grounds to know, that it will induce, enable, facilitate, or conceal infringement of Plaintiffs' copyright protected Works in violation of 17 U.S.C. § 1202(b)(2).

218. Defendants' subscribers, without the authority of Plaintiffs or the law, distributed Plaintiffs' copyright protected Works knowing that the CMI had been removed or altered to include wording such as "RARBG" or "YTS", and knowing, or having reasonable grounds to know, that it will induce, enable, facilitate, or conceal infringement of the copyright protected Works in violation of 17 U.S.C. § 1202(b)(3).

219. Particularly, Defendants' subscribers knew that the CMI in the file names of the pieces of the Works had been altered to include wording such as "RARBG", "YTS" or "FGT".

220. Particularly, Defendants' subscribers distributed the file names that included CMI that had been altered to include the wording "YTS" or "RARBG".

221. Defendants' subscribers knew that the wording "YTS" or "FGT" originated from notorious movie piracy website.

222. Defendants' subscribers' acts constitute violations under the Digital Millennium Copyright Act ("DMCA violation"), 17 U.S.C. § 1202.

223. Through their conduct, Defendants knowingly and intentionally induced, enticed, persuaded, and caused their subscribers to constitute DMCA violations.

224. Through their activities, Defendants knowingly and intentionally take or took steps that are substantially certain to result in their subscribers committing DMCA violations, and that have resulted in DMCA violations.

225. Despite Defendants' knowledge that their subscribers use their service to commit DMCA violations, Defendants have failed to take reasonable steps to minimize the capabilities of their service to facilitate DMCA violation.

226. Defendants are secondarily liable for the DMCA violations of their subscribers. Defendants have actual and constructive knowledge of their subscribers' DMCA violations. Defendant knowingly caused and otherwise materially contributed to these DMCA violations.

227. Defendants are vicariously liable for the DMCA violations of their subscribers. Defendants have the right and ability to supervise and control the DMCA violations that occur through the use of their service, and at all relevant times have derived a direct financial benefit from the DMCA violations complained of herein. Defendants have refused to take any meaningful action to prevent the widespread DMCA violations by their subscribers. Indeed, the ability of Defendants' subscribers to use Defendants' service to engage in widespread DMCA violations while pirating content without having their services terminated despite multiple notices being sent to Defendants acts as a powerful draw for subscribers of Defendants' service. Defendants are therefore vicariously liable for the DMCA violations.

228. Plaintiffs are entitled to an injunction to prevent Defendants from engaging in and/or contributing to further violations of 17 U.S.C. § 1202.

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

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

231. Plaintiffs are further entitled to costs and reasonable attorneys' fees.

#### **PRAYER FOR RELIEF**

WHEREFORE, the Plaintiffs respectfully request that this Court:

(A) enter permanent injunctions enjoining Defendants from continuing to contribute to infringements of the Plaintiffs' copyrighted Works and DMCA violations;

(B) order Defendants to adopt a policy that provides for the prompt termination of subscribers for which Defendants receive more than three unique notices of infringements of copyright protected Works within 72 hours without receiving a counter notification from said subscriber;

(C) order Defendants to block subscribers from accessing notorious piracy websites of foreign origin including but not limited to: (a) YTS; (b) Piratebay; (c) Rarbg; (d) 1337x and (e) TorrentGalaxy that are listed in the annual trade report of Notorious Foreign Markets published by the United States Government on all networks under their control to prevent further pirating of Plaintiffs' Works via the BitTorrent protocol pursuant to 17 U.S.C. §§ 512(j)(1)(A) and (B);

(D) order Defendants to disclose to Plaintiffs the identifications of the subscribers who used and use Defendants' service to infringe Plaintiffs' Works on an ongoing basis after said subscribers are provided notice as required by 47 U.S.C. § 551;

(E) award the Plaintiffs their actual damages from the copyright infringements and Defendants' profits in such amount as may be found; alternatively, at Plaintiffs' election, award Plaintiffs their maximum statutory damages of \$150,000 per infringement pursuant to 17 U.S.C. § 504(a) and (c) against Defendants jointly and severally;

(F) award the Plaintiffs their actual damages from the DMCA violations and Defendants' profits in such amount as may be found; or, in the alternative, at Plaintiffs' election, for maximum statutory damages of \$25,000 for each DMCA violation pursuant to 17 U.S.C. § 1203(c) for violating 17 U.S.C. § 1202;

(G) award the Plaintiffs their reasonable attorneys' fees and costs pursuant to 17 U.S.C. §§ 505 and §1203(b)(5); and

(H) grant the Plaintiffs any and all other and further relief that this Court deems just and proper.

The Plaintiffs hereby demand a trial by jury on all issues properly triable by jury.

Dated: June 2, 2023

/s/ Eliezer Lekht

Eliezer Lekht

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LLC

## Exhibit "A"

No.	OWNER	MOTION PICTURE	Certificate Number
1	Millennium Funding, Inc. (previously 211 Productions, Inc.)	<i>211</i>	PAu003905278, PA0002132686
2	After II Movie, LLC	<i>After We Collided</i>	PAu004014087, PAu003988168
3	Millennium Funding, Inc. (previously Fallen Production, Inc.)	<i>Angel Has Fallen</i>	PA0002197434, PAu003917080
4	Millennium Funding, Inc. (previously Automata Productions, Inc.)	<i>Automata</i>	PA0001923090, PAu003712705
5	Voltage Holdings, LLC (previously Eve Nevada, LLC)	<i>Ava</i>	PA0002235557, PAu003943693
6	Millennium Media, Inc. (previously Before I go Productions, Inc.)	<i>Before I Go to Sleep</i>	PAu003753175, PA0001939571
7	Millennium Funding, Inc. (previously UN4 Productions, Inc.)	<i>Boyka: Undisputed IV</i>	PA0002031176, PAu003798816
8	Millennium Funding, Inc. (previously Criminal Productions, Inc.)	<i>Criminal</i>	PA0001984029, PAu003772954
9	Wonder One, LLC	<i>Disturbing the Peace</i>	PAu003991009
10	Voltage Holdings, LLC (previously Wicked Nevada, LLC)	<i>Extremely Wicked, Shockingly Vile and Evil</i>	PAu003953148, PAu003905674
11	Millennium Funding, Inc. (previously HB Productions, Inc.)	<i>Hellboy</i>	PA0002176664
12	Millennium IP, Inc. (previously Homefront Productions, Inc.)	<i>Homefront</i>	PA0001877609
13	Millennium Funding,	<i>Hunter Killer</i>	PA0002147752,

	Inc. (previously Hunter Killer Productions, Inc.)		PAu003868948
14	Voltage Holdings, LLC (previously TBV Productions, LLC)	<i>I Feel Pretty</i>	PAu003896491, PAu003886973
15	LHF Productions, Inc.	<i>London Has Fallen</i>	PA0001982831, 10PAu003789521
16	Millennium Funding, Inc. (previously ME2 Productions, Inc.)	<i>Mechanic: Resurrection</i>	PA0001998057
17	Venice PI, LLC	<i>Once Upon a Time in Venice</i>	PA0002039391, TXu001968528
18	Rambo V Productions, Inc.	<i>Rambo V: Last Blood</i>	PA0002202971
19	Millennium Funding, Inc. (previously September Productions, Inc.)	<i>Septembers of Shiraz</i>	PA0002038711, PAu003740540
20	MON, LLC	<i>Singularity</i>	PAu003848900
21	Voltage Holdings, LLC (previously Status Update, LLC)	<i>Status Update</i>	PAu003867210, PAu003850446
22	Millennium Funding, Inc. (previously Survivor Productions, Inc.)	<i>Survivor</i>	PA0001956191, PAu003749574
23	Nikola Productions, Inc.	<i>Tesla</i>	PAu003998966
24	Wonder One, LLC	<i>The 2nd</i>	PAu004025415
25	Bodyguard Productions, Inc.	<i>The Hitman's Bodyguard</i>	PAu003844508, PAu003849477
26	Hitman Two Productions, Inc.	<i>The Hitman's Wife's Bodyguard</i>	PAu004084868, PAu004005787
27	Millennium Funding, Inc.	<i>The Humbling</i>	PAu03760198
28	Outpost Productions, Inc./ Screen Media Ventures, LLC	<i>The Outpost</i>	PA0002258273, PA0002263248
29	Voltage Holdings, LLC (previously Definition Delaware LLC)	<i>The Professor and the Madman</i>	PAu003920383, PAu003919285
30	MON, LLC	<i>Welcome Home</i>	PAu004016506, PAu003900818, PAu003900815

31	AFTER PRODUCTIONS, LLC	<i>After</i>	PAu003973225, PAu003527570
32	After We Fell Productions, LTD	<i>After We Fell</i>	PA0002340291, PAu004048558
33	After Ever Happy Productions, LTD	<i>After Ever Happy</i>	PAu004149716, PAU4048372
34	Badhouse Studios, LLC/Hannibal Media, Inc.	<i>Larceny</i>	PAu003852034, PAu003892760
35	Badhouse Studios, LLC/Hannibal Media, Inc.	<i>Rumble</i>	PAu003785952, PAu003739043
36	Chase Film Nevada, LLC	<i>Last Seen Alive</i>	PAu004085656, PAu004134886
37	CINELOU FILMS, LLC	<i>Mr. Church</i>	PA2002851
38	The Guard Productions, LTD	<i>The Protégé</i> (previously <i>The Asset</i> )	PA2346338/ PAu004051267
39	Jolt Productions, Inc.	<i>Jolt</i>	PA0002351658
40	Til Productions, Inc./Screen Media Ventures, LLC	<i>Till Death</i>	PA0002351661
41	Screen Media Ventures, LLC	<i>The Hurricane Heist</i>	PA0002147321
42	Screen Media Ventures, LLC	<i>The Last Full Measure</i>	PAu003981677
43	Paradox Studios, LLC	<i>Black Butterfly</i>	PAu003875290, PAu003826055, PAu003854895
44	Voltage Holdings, LLC	<i>Revolt f/k/a Prisoners of War</i>	PA0002047480, PAu003854989
45	Voltage Holdings, LLC	<i>Good Kill</i>	PAu003762377, PAu003726363
46	Dallas Buyers Club, LLC	<i>Dallas Buyer's Club</i>	PA0001873195
47	Voltage Holdings, LLC	<i>Pay the Ghost</i>	PA0001957914, TXu001920050
48	Voltage Holdings, LLC	<i>The Cobbler</i>	PAu003744688, PAu003742177
49	Voltage Holdings, LLC	<i>The Company You Keep</i>	PAu003660935, PAu003578816
50	Voltage Holdings, LLC	<i>The Necessary Death of Charlie Countryman</i>	PAu003663305, TXu001808502



51	Voltage Holdings, LLC (previously She Fighter Nevada, LLC)	<i>Lady Bloodfight</i>	PA0002056253
52	LF2 Productions, Inc.	<i>Leatherface</i>	PAu003809024, PA0002054658

**Works owned by Screen Media Ventures LLC**

<b>Title</b>	<b>Registration</b>
<i>Topper</i>	PA0000463947
<i>The Flying Deuces</i>	PAU001629105
<i>Topper Takes a Trip</i>	PA0000460493
<i>Sherlock Holmes and the Secret Weapon</i>	PA0000460494
<i>Angel and the Badman</i>	PA0000460492
<i>My Favorite Brunette</i>	PA0000460483
<i>The Greatest Story Ever Told</i>	RE0000655025
<i>Faces</i>	RE0000931058
<i>A Woman Under the Influence</i>	PA0000545088
<i>Dolemite</i>	PA0000794701
<i>Night of the Howling Beast</i>	PA0000490139
<i>Welcome Home Brother Charles</i>	PA0000447213
<i>Emma Mae</i>	PA0000399740
<i>The Killing of a Chinese Bookie</i>	RE0000912755
<i>Grand Theft Auto</i>	PA0000144291
<i>The Wild Geese</i>	PA0000327516
<i>Ashanti</i>	PA0000228296
<i>Game for Vultures</i>	PA0000043629
<i>Opening Night</i>	RE0000909052
<i>Zulu Dawn</i>	PA0000130043
<i>Ironmaster</i>	PA0000298538
<i>Homework</i>	PA0000158955
<i>Venom</i>	PA0000163458
<i>Lost</i>	PA0000184795
<i>Shaka Zulu</i>	PA0000313271
<i>Deathstalker</i>	PA0000211851
<i>The Night They Saved Christmas</i>	PA0000278425
<i>Warrior of the Lost World</i>	PA0000298544
<i>Creator</i>	PA0000262377
<i>Rad</i>	PA0000299462
<i>The Curse</i>	PA0000468095
<i>Hide and Go Shriek</i>	PA0000374904
<i>Party Line</i>	PA0000382689
<i>Pin</i>	PAU001119691
<i>Trouble in Paradise</i>	PA0000483461
<i>Lonesome Dove</i>	PA0000431895
<i>Mindfield</i>	PAU001272701

<i>Escape</i>	PAU001103951
<i>The Hot Spot</i>	PA0000490131
<i>The Incident</i>	PA0000483458
<i>Mortal Passions</i>	PAU001272706
<i>Red Surf</i>	PAU001261632
<i>Tales from the Darkside: The Movie</i>	PA0000470445
<i>Blue Desert</i>	PA0000517638
<i>Howling VI: The Freaks</i>	PA0000568649
<i>Inner Sanctum</i>	PA0000545099
<i>There's Nothing Out There</i>	PA0000568329
<i>The Bikini Carwash Company</i>	PA0000483461
<i>Cold Heaven</i>	PA0000602964
<i>Martial Law</i>	PAU001404402
<i>Martial Law II: Undercover</i>	PAU001404402
<i>Sidekicks</i>	PA0000715705
<i>Simple Men</i>	PAU001571432
<i>Bitter Harvest</i>	PA0000161855
<i>A Bronx Tale</i>	PA0000659530
<i>Carlito's Way</i>	PA0000662676
<i>Detonator</i>	PAU001791565
<i>Sugar Hill</i>	PA0000662828
<i>Black Fox</i>	PAU002022242
<i>Hard Drive</i>	PA0000782288
<i>Inner Sanctum II</i>	PAU001819598
<i>The Road to Wellville</i>	PA0000742442
<i>Savate</i>	PA0000780563
<i>Scanner Cop</i>	PAU001791650
<i>The Shadow</i>	PA0000660068
<i>Sioux City</i>	PA0000699361
<i>Stalked</i>	PA0000738516
<i>Bloodknot</i>	PAU002073338
<i>Invisible Mom</i>	PAU002108241
<i>Mr. Stitch</i>	PA0000774931
<i>Scanner Cop II</i>	PAU001916513
<i>Shootfighter II</i>	PAU002306346
<i>Virtual Desire</i>	PAU002045479
<i>Voodoo</i>	PAU002002111
<i>The Wharf Rat</i>	PAU002038327
<i>When the Bullet Hits the Bone</i>	PAU002011964
<i>Gulliver's Travels</i>	PAU002010190
<i>Conundrum</i>	PAU002108220
<i>Crash Dive</i>	PAU002256776
<i>Jack Frost</i>	PAU002214918
<i>Moving Target</i>	PAU002145958
<i>Mrs. Santa Claus</i>	PA0000837436
<i>Robin of Locksley</i>	PAU002084331

<i>Steel Sharks</i>	PAU002177449
<i>Timepiece</i>	PA0000833995
<i>The Odyssey</i>	PA0001049918
<i>Bikini Traffic School</i>	PAU002213200
<i>Gunshy</i>	PAU002288976
<i>Deceiver</i>	PA0000873724
<i>Operation Delta Force</i>	PAU002177451
<i>The Shooter</i>	PAU002215784
<i>Strategic Command</i>	PAU002215778
<i>Top of the World</i>	PAU002214803
<i>The Twilight of the Golds</i>	PAU002046016
<i>Free Money</i>	PAU002291594
<i>Sweepers</i>	PAU002314807
<i>One Tough Cop</i>	PAU002314711
<i>Bruno</i>	PAU002368799
<i>On the Border</i>	PAU002300508
<i>Curse of the Puppet Master</i>	PA0000911802
<i>Gideon</i>	PAU002368817
<i>Resurrection</i>	PA0000959316
<i>The Boondock Saints</i>	PAU002441422
<i>Mom's Outta Sight</i>	PAU002269119
<i>Little Men</i>	PA0000167954
<i>Looking for an Echo</i>	PA0001307042
<i>Fallout</i>	PAU002368786
<i>Creature</i>	PA0000884551
<i>One Last Dance</i>	PA0001283717
<i>The Temptations</i>	PA0000746771
<i>Hoods</i>	PA0000811148
<i>The 4th Floor</i>	PAU002459658
<i>Final Voyage</i>	PAU002487641
<i>House on Haunted Hill</i>	PA0000968090
<i>Aftershock: Earthquake in New York</i>	PA0000962073
<i>Farscape</i>	PA0001129246
<i>Dungeons &amp; Dragons</i>	PA0001014907
<i>Schoolgirls in Chains</i>	PA0000248534
<i>Adventures of Sonic the Hedgehog</i>	PA0000791233
<i>Love &amp; Sex</i>	PAU002498767
<i>Road Rage</i>	PAU002497736
<i>Snow White: The Fairest of Them All</i>	PA0001079475
<i>Jack and the Beanstalk: The Real Story</i>	PA0001087028
<i>Bimini Code</i>	PA0000226034
<i>Here Is Mariah Carey</i>	PA0000683660
<i>Redeemer</i>	PAU002630282
<i>Interview with the Assassin</i>	PA0001151190
<i>Back by Midnight</i>	PAU002638999
<i>The Maldonado Miracle</i>	PA0001139114

<i>Deacons for Defense</i>	PAU002743981
<i>AC/DC: Live at Donington</i>	PA0000627859
<i>Manderlay</i>	PAU002800015
<i>Silver Hawk</i>	PAU002884312
<i>Strange Bedfellows</i>	PA0001226502
<i>Edge of America</i>	PA0001260386
<i>The Upside of Anger</i>	PAU002851781
<i>Picking Up &amp; Dropping Off</i>	PA0001194655
<i>Farscape: The Peacekeeper Wars</i>	PA0001364011
<i>Click</i>	PA0001322657
<i>The Five People You Meet in Heaven</i>	PA0001259456
<i>Kids in America</i>	PAU003005180
<i>Poseidon</i>	PA0001331423
<i>10.5: Apocalypse</i>	PA0001340429
<i>The Curse of King Tut's Tomb</i>	PAU003001001
<i>Hidden Places</i>	PAU003000967
<i>Jane Doe: Yes, I Remember It Well</i>	PAU003000970
<i>Love's Long Journey</i>	PAU003000978
<i>Hogfather</i>	PA0001375211
<i>Stevie Ray Vaughan and Double Trouble: Live at Montreux 1982 &amp; 1985</i>	PA0001627069
<i>Rage Against the Machine: Live at the Grand Olympic Auditorium</i>	PA0001210388
<i>In the Shadows</i>	PAU003093481
<i>Satriani Live</i>	PA0001367508
<i>Curse of the Wolf</i>	PA0001699010
<i>Outpost</i>	PAU003339619
<i>Dolan's Cadillac</i>	PAU003399445
<i>Farm House</i>	PAU003599128
<i>Linda Ronstadt: The Sound of My Voice</i>	PA0002222783
<i>Best Sellers</i>	PA0002316066
<i>The Shannara Chronicles</i>	PAU003789456
<i>Sator</i>	PAU003909423
<i>Crash and Burn</i>	PA0001599388
<i>The Color of Magic</i>	PAU003366316
<i>Death in Love</i>	PAU003387378
<i>Fist of the Vampire</i>	PA0001698820
<i>Winterland</i>	PA0002215969
<i>The Seventh Day</i>	PAU004058864
<i>Feels Good Man</i>	PAU004023264
<i>Dark Matter</i>	SRU001361942
<i>Lapsis</i>	PAU003979013
<i>Dr. Jekyll and Mr. Hyde</i>	PAU003357148
<i>Black Friday</i>	PA0001600731
<i>Moon</i>	PA0001642365
<i>Close Encounters of the Fifth Kind</i>	PAU004003929
<i>Roadless</i>	PA0002215067

<i>Project Blue Book Exposed</i>	PAU004072721
<i>Kung Fu Killer</i>	PA0001637749
<i>Elvis from Outer Space</i>	PAU004048526
<i>Out of Death</i>	PAU004053089
<i>Savage Salvation</i>	PAU004158043
<i>The Phenomenon</i>	PAU004029501
<i>Alien Chronicles: Top UFO Encounters</i>	PAU004137406
<i>Ancient World Aliens</i>	PAU004083059
<i>Monster from Bikini Beach</i>	PAU003365089
<i>Trigger Point</i>	PAU004074628
<i>American Siege</i>	PAU004055694
<i>The Immaculate Room</i>	PA0002367369
<i>Black Site</i>	PAU004074738
<i>YellowBrickRoad</i>	PA0001918126
<i>The System</i>	PAU004134673
<i>30 for 30</i>	PA0001813422
<i>George Michael: Live in London</i>	PA0001670679
<i>One Shot</i>	PAU004111322
<i>Paulie Go!</i>	PAU004124437
<i>The Accursed</i>	PA0002381308
<i>Poker Face</i>	PAU004162633
<i>Dig</i>	PAU004145346
<i>Meet Cute</i>	PAU004145284
<i>You Lucky Dog</i>	PA0001810258
<i>A Tear in the Sky</i>	PAU004117959
<i>Emily the Criminal</i>	PA0002325882
<i>Code Name Banshee</i>	PA0002366710
<i>The Locksmith</i>	PAU004162737
<i>The Art of Flight</i>	PA0001833411
<i>The 50 Best Horror Movies You've Never Seen</i>	PAU003730674
<i>You Can't Kill Stephen King</i>	PAU003635135
<i>Meeting Mr. Christmas</i>	PAU004137825
<i>Paradox Alice</i>	PAU003576659
<i>Justin Bieber: Rise to Fame</i>	PA0001789674
<i>On the Trail of UFOs: Night Visitors</i>	PA0000221506
<i>Take It with You</i>	PAU003665353
<i>Scarecrow</i>	PAU003699745
<i>Louder Than Bombs</i>	PA0002017461
<i>Bad 25</i>	PA0001868543
<i>Every Breath You Take</i>	PAU004068815
<i>Zombie Resurrection</i>	PAU003720195
<i>A Bride for Christmas</i>	PAU003671341
<i>Murda Capital</i>	PA0001916487
<i>Carrie Underwood: The Blown Away Tour Live</i>	PA0001889375
<i>Cerro Torre: A Snowball's Chance in Hell</i>	PA0002179491
<i>Carrie Pilby</i>	PAU003840898

<i>Beginner's Guide to Sex</i>	PA0002052421
<i>Jimi Hendrix: Hear My Train a Comin'</i>	PA0001927362
<i>The Dinner</i>	PAU003875281
<i>The Mercy</i>	PAU003946362
<i>The Unattainable Story</i>	PAU003869707
<i>High Strung</i>	PAU003780977
<i>Excess Flesh</i>	PA0001984361
<i>Sade: Bring Me Home Live</i>	PA0001828700
<i>The Visit</i>	PA0001969229
<i>Everything Beautiful Is Far Away</i>	PA0002105608
<i>A Street Cat Named Bob</i>	PAU003888011
<i>State Like Sleep</i>	PAU003837658
<i>Stevie D</i>	PAU003857269
<i>Creep 2</i>	PAU003880037
<i>Digging for Fire</i>	PA0001975024
<i>Hunter Gatherer</i>	PAU003786433
<i>The Hippopotamus</i>	PAU003812947
<i>Ladyworld</i>	PAU003900758
<i>The Escort</i>	PA0001961065
<i>The Overnight</i>	PAU003757392
<i>Life, Animated</i>	PAU003805678
<i>Cold Deck</i>	PAU003800963
<i>I Spit on Your Grave: Deja Vu</i>	PAU003880620
<i>The Nightingale</i>	PAU003948876
<i>Cartel Land</i>	PAU003795992
<i>Elliot the Littlest Reindeer</i>	PAU003900791
<i>Finding Kim</i>	PAU003846668
<i>Intersect</i>	PAU004004209
<i>Tanna</i>	PA0002027547
<i>The Lost Husband</i>	PAU004010985
<i>Those Left Behind</i>	PAU003839613
<i>Tar</i>	PAU004043248
<i>I Do, I Do, I Do</i>	PAU003753197
<i>Abnormal Attraction</i>	PAU003734309
<i>Kittie: Origins/Evolutions</i>	PA0002100544
<i>Monstrous</i>	PA0002393906
<i>Christine</i>	PAU003148922
<i>Discarnate</i>	PAU003791299
<i>Neruda</i>	PA0002067740
<i>Hunt for the Wilderpeople</i>	PAU003801910
<i>Goldstone</i>	PAU003823933
<i>Southbound</i>	PA0002029830
<i>Change in the Air</i>	PAU003897410
<i>Soul to Keep</i>	PAU003912472
<i>Dismissed</i>	PAU003894826
<i>Lansky</i>	PAU004022804

<i>Third Eye Spies</i>	PAU004115587
<i>Super Dark Times</i>	PAU003892890
<i>Charming Christmas</i>	PAU003802027
<i>Jeremiah Tower: The Last Magnificent</i>	PAU003857788
<i>The Fourth Phase</i>	PAU003875225
<i>Heal</i>	PA0002118651
<i>Michael Jackson's Journey from Motown to Off the Wall</i>	PA0002120717
<i>Madonna and the Breakfast Club</i>	PAU003936809
<i>Cagefighter</i>	PAU004048219
<i>Lamborghini: The Man Behind the Legend</i>	PAU004153492
<i>Starfish</i>	PAU003930641
<i>Come Away</i>	PAU003933921
<i>Running with the Devil</i>	PAU003971862
<i>Kings</i>	PAU003899847
<i>Up and Away</i>	PA0002172674
<i>Blue Jay</i>	PAU003808464
<i>The Mistletoe Promise</i>	PAU003865121
<i>Captain Black</i>	PAU003951554
<i>Antiquities</i>	PA0002127771
<i>Making a Killing</i>	PA0002085749
<i>Devil's Domain</i>	PAU003851750
<i>Savage Youth</i>	PAU003951076
<i>Capone</i>	PA0002281335
<i>Locating Silver Lake</i>	PAU003845212
<i>Under the Eiffel Tower</i>	PAU003850204
<i>Holly Star</i>	PA0002157591
<i>Radium Girls</i>	PAU003848468
<i>Trophy</i>	PA0002081011
<i>A Good Woman Is Hard to Find</i>	PAU003991831
<i>Stoker Hills</i>	PAU004096459
<i>Under an Arctic Sky</i>	PAU003865146
<i>The Hummingbird Project</i>	PAU003919325
<i>Stella's Last Weekend</i>	PAU003858789
<i>Mafia Inc</i>	PAU004009025
<i>The Experience</i>	PAU003995148
<i>Hamlet in the Golden Vale</i>	PAU003976501
<i>The Dawn Wall</i>	PAU003924920
<i>Them That Follow</i>	PA0002181225
<i>Sunset Society</i>	PAU003635657
<i>The New Romantic</i>	PA0002124948
<i>All About Nina</i>	PAU003924680
<i>Willy's Wonderland</i>	PA0002276407
<i>John Henry</i>	PAU003922780
<i>Get Gone</i>	PAU003979848
<i>A Leaf of Faith</i>	PAU003949681
<i>The Baby-Sitters Club</i>	PA0002321127

<i>American Dharma</i>	PA0002205821
<i>Andy Irons: Kissed by God</i>	PA0002179491
<i>Halston</i>	PAU003962528
<i>Girl</i>	PAU004038898
<i>Les Norton</i>	PA0002209866
<i>Romantic Comedy</i>	PAU004017455
<i>Shadow in the Cloud</i>	PAU003968966
<i>The World to Come</i>	PAU004045928
<i>1 Night in San Diego</i>	PAU004050760



## Exhibit "E"

No.	MOTION PICTURE	EXEMPLARY FILE COPIES WITH ALTERED CMI
1	<i>211</i>	211.2018.HDRip.XviD.AC3-EVO 211 (2018) [WEBRip] [720p] [YTS.AM] [ Torrent9.cz ] 211.2018.TRUEFRENCH.720p.BluRay.x264.AC3-PREUMS.mkv 211.2018.TRUEFRENCH.720p.BluRay.x264.AC3-PREUMS [ www.Torrent9.PH ]
2	<i>After We Collided</i>	After We Collided (2020) [720p] [BluRay] [YTS.MX] www.Torrenting.org - After We Collided.2020.1080p.WEB-DL.H264.AC3-EVO After We Collided.2020.1080p.WEB-DL.H264.AC3-EVO[TGx] After We Collided (2020) [720p] [WEBRip] [YTS.MX] After We Collided (2020) [1080p] [BluRay] [5.1] [YTS.MX] After.We.Collided.2020.720p.BluRay.x264-PiGNUS[rarbg] After We Collided (2020) [1080p] [WEBRip] [YTS.MX]
3	<i>Angel Has Fallen</i>	Angel.Has.Fallen.2019.BDRip.x264-AAA[rarbg] Angel.Has.Fallen.2019.1080p.WEB-DL.x265.HEVCBay.com.mkv [ OxTorrent.com ] Angel.Has.Fallen.2019.FRENCH.720p.WEB.H264-FRATERNiTY.mkv Angel Has Fallen (2019) [WEBRip] [1080p] [YTS.LT] Angel.Has.Fallen.2019.720p.BluRay.x264-AAA[rarbg] Angel.Has.Fallen.2019.1080p.BluRay.H264.AAC-RARBG Angel.Has.Fallen.2019.1080p.BluRay.x265-RARBG Angel Has Fallen (2019) [WEBRip] [720p] [YTS.LT] Angel.Has.Fallen.2019_720p_BDRip_[scarabey.org].mkv Angel Has Fallen (2019) [BluRay] [1080p] [YTS.LT]
4	<i>Automata</i>	Automata.2014.1080p.BluRay.x265-RARBG Automata.2013.1080p.BluRay.H264.AAC-RARBG
5	<i>Ava</i>	Ava.2020.720p.BluRay.H264.AAC-RARBG Ava.2020.PROPER.720p.BluRay.x264-WoAT[rarbg] Ava.2020.720p.WEB-DL.x265.HEVC-HDETG.com Ava (2020) [1080p] [BluRay] [5.1] [YTS.MX] Ava.2020.1080p.BluRay.x265-RARBG Ava (2020) [720p] [WEBRip] [YTS.MX] Ava (2020) [BluRay 720p X264 MKV][AC3 5.1 Latino][www.PCTRELOAD.Com] Ava (2020) [2160p] [4K] [WEB] [5.1] [YTS.MX] Ava (2020) [720p] [BluRay] [YTS.MX]

6	<i>Before I Go to Sleep</i>	Before.I.Go.To.Sleep.2014.1080p.BluRay.H264.AAC-RARBG Before.I.Go.to.Sleep.2014.1080p.BluRay.x265-RARBG
7	<i>Boyka: Undisputed IV</i>	Boyka Undisputed IV (2016) [1080p] [YTS.AG] Boyka.Undisputed.2016.1080p.BluRay.x265-RARBG
8	<i>Criminal</i>	Criminal.2016.1080p.BluRay.x265-RARBG Criminal.2016.1080p.BluRay.H264.AAC-RARBG Criminal (2016) [1080p] [YTS.AG] Criminal.2016.720p.BluRay.H264.AAC-RARBG
9	<i>Disturbing the Peace</i>	Disturbing The Peace (2020) [WEBRip] [720p] [YTS.LT] Disturbing The Peace (2020) [WEBRip] [1080p] [YTS.LT] Disturbing The Peace (2020) [1080p] [BluRay] [5.1] [YTS.MX] Disturbing.the.Peace.2020.1080p.WEB-DL.DD5.1.H264-FGT
10	<i>Extremely Wicked, Shockingly Vile and Evil</i>	Extremely Wicked, Shockingly Evil, And Vile (2019) [WEBRip] [720p] [YTS.AM] Extremely Wicked, Shockingly Evil And Vile (2019) [BluRay] [1080p] [YTS.LT] Extremely.Wicked.Shockingly.Evil.and.Vile.2019.720p.NF.WEB-DL.x264-MkvCage.ws.mkv Extremely Wicked, Shockingly Evil, And Vile (2019) [WEBRip] [1080p] [YTS.AM] Extremely Wicked, Shockingly Evil And Vile (2019) [BluRay] [720p] [YTS.LT]
11	<i>Hellboy</i>	Hellboy.2019.1080p.BluRay.x265-RARBG Hellboy.2019.720p.HC.HDRip.x264-MkvCage.Com.mkv Hellboy (2019) [WEBRip] [1080p] [YTS.LT] Hellboy (2019) [BluRay] [1080p] [YTS.LT] Hellboy.2019.1080p.WEBRip.x264-RARBG Hellboy (2019) [BluRay] [720p] [YTS.LT] [ACESSE COMANDOTORRENTS.COM] Hellboy 2019 [1080p] [BluRay] [DUAL] Hellboy (2019) [WEBRip] [720p] [YTS.LT] [ OxTorrent.com ] Hellboy.2019.FRENCH.BDRip.XviD-EXTREME.avi
12	<i>Homefront</i>	[ Torrent9.cz ] Homefront.2013.VFF.DVDRiP.avi
13	<i>Hunter Killer</i>	[ACESSE COMANDOTORRENTS.COM] Furia em Alto Mar 2019 [BluRay]

		[720p] [DUAL] Hunter.Killer.2018.720p.BluRay.H264.AAC-RARBG Hunter.Killer.2018.1080p.BluRay.H264.AAC-RARBG Hunter Killer (2018) [BluRay] [1080p] [YTS.AM] [ www.Torrent9.uno ] Hunter Killer 2018 FRENCH 720p WEB H264 Hunter Killer (2018) [WEBRip] [1080p] [YTS.AM] Hunter.Killer.2018.1080p.BRRip.x264.MkvCage.ws.mkv Hunter Killer (2018) [WEBRip] [720p] [YTS.AM]
14	<i>I Feel Pretty</i>	I Feel Pretty (2018) [WEBRip] [1080p] [YTS.AM] I Feel Pretty (2018) [BluRay] [720p] [YTS.AM] I Feel Pretty (2018) [BluRay] [1080p] [YTS.AM] I.Feel.Pretty.2018.720p.BluRay.x264-GECKOS[rarbg] I Feel Pretty (2018) [WEBRip] [720p] [YTS.AM] I.Feel.Pretty.2018.1080p.BluRay.H264.AAC-RARBG
15	<i>London Has Fallen</i>	London.Has.Fallen.2016.1080p.BluRay.H264.AAC-RARBG London.Has.Fallen.2016.1080p.BluRay.x264-DRONES[rarbg] London Has Fallen (2016) [1080p] [YTS.AG] London Has Fallen (2016) [YTS.AG]
16	<i>Mechanic: Resurrection</i>	Mechanic Resurrection (2016) [1080p] [YTS.AG] Mechanic.Resurrection.2016.1080p.BluRay.x265-RARBG Mechanic Resurrection (2016) [YTS.AG] Mechanic.Resurrection.2016.1080p.BluRay.H264.AAC-RARBG Mechanic.Resurrection.2016.HDRip.1080p.DUAL-BLACKOUT- WWW.THEPIRATEBRAZIL.ORG
17	<i>Once Upon a Time in Venice</i>	Once Upon A Time In Venice (2017) [YTS.AG] Once Upon A Time In Venice (2017) [1080p] [YTS.AG]
18	<i>Rambo V: Last Blood</i>	Rambo Last Blood [BluRay RIP][AC3 5.1 Castellano][www.pctnew.ORG][www.descargas2020.ORG] Rambo.Last.Blood.2019.EXTENDED.1080p.BluRay.H264.AAC-RARBG Rambo.Last.Blood.2019.720p.BluRay.x264-AAA[rarbg] Rambo.Last.Blood.2019.1080p.HC.HDRip.x265.HEVCBay.com.mkv Rambo.Last.Blood.2019.1080p.KORSUB.HDRip.x264.AAC2.0-STUTTERSHIT Rambo.Last.Blood.2019.720p.BluRay.H264.AAC-RARBG Rambo Last Blood (2019) [BluRay] [720p] [YTS.LT] Rambo Last Blood (2019) [BluRay] [1080p] [YTS.LT] [ OxTorrent.com ] Rambo.Last.Blood.2019.FRENCH.720p.BluRay.x264.AC3-

		EXTREME.mkv
19	<i>Septembers of Shiraz</i>	Septembers Of Shiraz (2015) [1080p] [YTS.AG]
20	<i>Singularity</i>	Singularity.2017.720p.BRRip.850MB.MkvCage.mkv Singularity.2017.FRENCH.BDRip.XviD-GZR.WwW.Torrent9.tv Singularity (2017) [1080p] [YTS.PE]
21	<i>Status Update</i>	Status Update (2018) [BluRay] [1080p] [YTS.AM] Status Update (2018) [WEBRip] [720p] [YTS.AM] Status Update (2018) [WEBRip] [1080p] [YTS.AM]
22	<i>Survivor</i>	Survivor.2015.BDRip.1.42Gb.MegaPeer.avi
23	<i>Tesla</i>	Tesla.2020.1080p.WEBRip.x265-RARBG Tesla (2020) [720p] [WEBRip] [YTS.MX] Tesla (2020) [1080p] [WEBRip] [5.1] [YTS.MX] Tesla.2020.1080p.WEBRip.x264-RARBG Tesla (2020) [720p] [BluRay] [YTS.MX] Tesla (2020) [1080p] [BluRay] [5.1] [YTS.MX]
24	<i>The 2nd</i>	The 2nd (2020) [1080p] [WEBRip] [5.1] [YTS.MX] The 2nd (2020) [1080p] [BluRay] [5.1] [YTS.MX] The 2nd (2020) [720p] [BluRay] [YTS.MX] The.2nd.2020.1080p.BluRay.H264.AAC-RARBG
25	<i>The Hitman's Bodyguard</i>	The Hitman's Bodyguard (2017) [YTS.AG] The.Hitmans.Bodyguard.2017.1080p.BluRay.x265-RARBG The.Hitmans.BodyGuard.2017.1080p.BluRay.H264.AAC-RARBG The Hitman's Bodyguard (2017) [1080p] [YTS.AG] The.Hitmans.Bodyguard.2017.720p.HDRip.X264.AC3 (mkvtv.net).mkv [ OxTorrent.pe ] The.Hitmans.Bodyguard.2017.MULTi.1080p.BluRay.Light.x264.AC3.ACOOL.mkv The.Hitman's.BodyGuard.2017.720p.BRRip.1GB.MkvCage.mkv
26	<i>The Hitman's Wife's Bodyguard</i>	The Hitmans Wife Bodyguard 2021 720p WEBRip x264 700MB - ShortRips.mkv The.Hitmans.Wifes.Bodyguard.2021.1080P.Hdrip.2ch.x264- Tinymkv.xyz.mkv The Hitmans Wifes Bodyguard (2021) [2160p] [4K] [BluRay] [5.1] [YTS.MX] The.Hitmans.Wifes.Bodyguard.2021.EXTENDED.1080p.WEBRip.x265-RARBG

		MkvHub.Com - The Hitmans Wives Bodyguard 2021 720p WEB-DL x264 850MB.mkv The Hitmans Wives Bodyguard (2021) [720p] [BluRay] [YTS.MX] The Hitmans Wives Bodyguard (2021) [720p] [WEBRip] [YTS.MX] The.Hitmans.Wives.Bodyguard.2021.1080p.WEB.h264-RUMOUR[rarbg] The Hitmans Wives Bodyguard (2021) [1080p] [WEBRip] [5.1] [YTS.MX] The.Hitmans.Wives.Bodyguard.2021.[TopNow.se] The Hitmans Wives Bodyguard (2021) [1080p] [BluRay] [5.1] [YTS.MX]
27	<i>The Humbling</i>	The.Humbling.2014.1080p.BluRay.H264.AAC-RARBG
28	<i>The Outpost</i>	The Outpost (2020) [2160p] [4K] [WEB] [5.1] [YTS.MX] The Outpost (2020) [720p] [BluRay] [YTS.MX] The.Outpost.2020.1080p.WEB.H264-HUZZAH[rarbg] The Outpost (2020) [1080p] [BluRay] [5.1] [YTS.MX] The.Outpost.2020.1080p.WEBRip.x265-RARBG The.Outpost.2020.BDRip.x264-YOL0W[rarbg] The Outpost (2020) [720p] [WEBRip] [YTS.MX] The Outpost (2020) [1080p] [WEBRip] [5.1] [YTS.MX]
29	<i>The Professor and the Madman</i>	The.Professor.and.the.Madman.2019.1080p.WEBRip.x264-RARBG The Professor And The Madman (2019) [BluRay] [720p] [YTS.LT] The Professor And The Madman (2019) [WEBRip] [1080p] [YTS.AM] The Professor And The Madman (2019) [BluRay] [1080p] [YTS.LT] The Professor And The Madman (2019) [WEBRip] [720p] [YTS.AM]
30	<i>Welcome Home</i>	Welcome.Home.2018.1080p.BluRay.H264.AAC-RARBG Welcome Home (2018) [BluRay] [720p] [YTS.AM] Welcome Home (2018) [BluRay] [1080p] [YTS.AM]
31	<i>After</i>	After.2019.1080p.WEBRip.x264-RARBG After.2019.WEB-DL.x264-FGT After.2019.720p.AMZN.WEBRip.DDP5.1.x264-NTG After.2019.720p.WEB-DL.x264-MkvCage.Com.mkv After (2019) [WEBRip] [720p] [YTS.LT] After (2019) [WEBRip] [1080p] [YTS.LT]
32	<i>Black Butterfly</i>	Black.Butterfly.2017.720p.WEB-DL.750MB.MkvCage.mkv Black Butterfly (2017)1080p WebRip x264 Eng Subs AC3 Plex[SN]
33	<i>Larceny</i>	Larceny.2017.1080p.WEB-DL.DD5.1.H264-FGT[EtHD] Larceny 2017 720p WEBRip 650 MB - iExTV Larceny.2017.DVDRip.x264-RedBlade[hotpena]

		[ OxTorrent.pl ] Larceny.2017.MULTi.1080p.WEB.H264-EXTREME.mkv
34	<i>Mr. Church</i>	Mr. Church (2016) [YTS.AG] Mr.Church.2016.DVDRip.XViD-ETRG Mr.Church.2016.1080p.BRRip.6CH.1.9GB.MkvCage.mkv Mr.Church.2016.1080p.BluRay.H264.AAC-RARBG Mr. Church (2016) [1080p] [YTS.AG] Mr. Church 2016 HEVC D3FiL3R (iso)[PRiME] Mr.Church.2016.720p.BRRip.950MB.MkvCage.mkv
35	<i>Jolt</i>	Jolt.2021.1080p.AMZN.WEBRip.1400MB.DD5.1.x264-GalaxyRG[TGx] Jolt.2021.720p.WEB.H264-TIMECUT[rarbg] Jolt.2021.1080p.WEB.H264-TIMECUT[rarbg] Jolt.2021.WEBRip.x264-ION10 Jolt.2021.1080p.WEBRip.x265-RARBG Jolt.2021.1080p.WEBRip.x264-RARBG Jolt.2021.HDR.2160p.WEB.H265-TIMECUT Jolt.2021.WEBRip.XviD.MP3-XVID Jolt (2021) [1080p] [WEBRip] [5.1] [YTS.MX]
36	<i>Till Death</i>	Till.Death.2021.720p.WEBRip.800MB.x264-GalaxyRG[TGx] Till.Death.2021.WEBRip.XviD.MP3-XVID Till.Death.2021.1080p.WEBRip.x264-RARBG Till.Death.2021.1080p.WEB.H264-EMPATHY[rarbg] Till Death (2021) [1080p] [WEBRip] [5.1] [YTS.MX] Till.Death.2021.HDRip.XviD.AC3-EVO Till.Death.2021.HDRip.XviD.AC3-EVO[TGx] Till.Death.2021.1080p.WEBRip.x265-RARBG
37	<i>The Hurricane Heist</i>	The.Hurricane.Heist.2018.720p.KORSUB.HDRip.XviD.MP3-STUTTERSHIT The Hurricane Heist.2018.HC.HDRip.XviD.AC3-EVO[EtMovies] www.torrenting.com - The Hurricane Heist.2018.720p.HC.HDRip.X264.AC3-EVO
38	<i>The Last Full Measure</i>	The Last Full Measure (2019) [1080p] [BluRay] [5.1] [YTS.LT]
39	<i>Rumble</i>	Rumble.2016.720p.WEBRip.x264-iNTENSO[rarbg]
40	<i>Jeepers Creepers: Reborn</i>	Jeepers Creepers Reborn (2022) [1080p] [WEBRip] [5.1] [YTS.MX] Jeepers.Creepers.Reborn.2022.1080p.WEBRip.x264-RARBG
41	<i>The Locksmith</i>	The Locksmith (2023) [1080p] [WEBRip] [5.1] [YTS.MX] The Locksmith (2023) [2160p] [4K] [WEB] [5.1] [YTS.MX]
42	<i>Code Name Banshee</i>	Code Name Banshee (2022) [2160p] [4K] [WEB] [5.1] [YTS.MX] Code Name Banshee (2022) [1080p] [BluRay] [5.1] [YTS.MX]