

1 FARHAD NOVIAN (SBN 118129)
farhad@novianlaw.com
2 MICHAEL O'BRIEN (SBN 277244)
mobrien@novianlaw.com
3 **NOVIAN & NOVIAN, LLP**
4 1801 Century Park East, Suite 1201
5 Los Angeles, California 90067
6 Telephone: (310) 553-1222
Facsimile: (310) 553-0222

7 Attorneys for Plaintiff TRILLER FIGHT CLUB II LLC

8
9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 TRILLER FIGHT CLUB II LLC, a
12 Delaware Limited Liability Company,

13 Plaintiff,

14 vs.

15 FILMDAILY.COM, an unknown
16 business entity; ACCESSTVPRO.CO, an
17 unknown business entity;
18 ONLINE2LIVESTREAM.US, an
19 unknown business entity;
20 CRACKSTREAMSLIVE.COM, an
21 unknown business entity; SPORTS-
22 TODAY.CLUB, an unknown business
23 entity; MY-SPORTS.CLUB, an unknown
24 business entity; BILASPORT.COM, an
25 unknown business entity; TRENDY
26 CLIPS, an unknown business entity;
27 MIKE, an unknown business entity;
YOUR EXTRA, an unknown business
28 entity; ECLIPT GAMING, an unknown
business entity; ITSLILBRANDON, an
unknown business entity; the H3
PODCAST, an unknown business entity;
H3H3 PRODUCTIONS, an unknown

CASE NO.: 2:21-cv-03502-PA-RAO

**FIRST AMENDED COMPLAINT
FOR:**

1. **COPYRIGHT
INFRINGEMENT**
2. **VIOLATION OF THE
FEDERAL
COMMUNICATIONS ACT:
47 U.S.C. § 605**
3. **VIOLATION OF THE
FEDERAL
COMMUNICATIONS ACT:
47 U.S.C. § 553**
4. **CONVERSION**
5. **BREACH OF CONTRACT**
6. **CONSPIRACY**
7. **VIOLATIONS OF THE
COMPUTER FRAUD AND
ABUSE ACT:
18 U.S.C. § 1030**
8. **VICARIOUS COPYRIGHT
INFRINGEMENT**

JURY TRIAL DEMANDED

1 business entity; and DOES 1 through 100,
2 inclusive,

3 Defendants.

4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Plaintiff Triller Fight Club II LLC, a Delaware limited liability company
2 (“Plaintiff” or “Triller”) hereby complains against Defendants FILMDAILY.COM, an
3 unknown business entity (“Filmdaily.com”); ACCESSTVPRO.CO, an unknown
4 business entity (“Accesstvpro.co”); ONLINE2LIVESTREAM.US, an unknown
5 business entity (“Online2livestream.us”); CRACKSTREAMSLIVE.COM, an
6 unknown business entity (“Crackstreamslive.com”); SPORTS-TODAY.CLUB, an
7 unknown business entity (“Sports-today.club”), MY-SPORTS.CLUB, an unknown
8 business entity (“My-sports.club”), BILASPORT.COM, an unknown business entity
9 (“Bilasport.com”), TRENDY CLIPS, an unknown business entity (“Trendy Clips”),
10 MIKE, an unknown business entity (“Mike”), YOUR EXTRA, an unknown business
11 entity (“Your Extra”), ECLIPT GAMING, an unknown business entity (“Eclipt
12 Gaming”), ITSLILBRANDON, an unknown business entity (“ItsLilBrandon”), the H3
13 PODCAST, an unknown business entity (“H3 Podcast”), H3H3 PRODUCTIONS, an
14 unknown business entity (“H3H3”), and DOES 1 through 100, inclusive (collectively,
15 the “Defendants”), and alleges as follows:

16 **NATURE OF THIS ACTION**

17 1. Through this action, Triller seeks in excess of \$100,000,000.00 against
18 Defendants and each of them all of whom are cyber-criminals, for their outright theft
19 and diversion of upwards of 2,000,000 unique viewers by providing them with illegal
20 and unauthorized viewings of the Broadcast of the Jake Paul vs. Ben Askren boxing
21 event. Plaintiff is the copyright owner and publisher of the Triller Fight Club
22 broadcast of the “Jake Paul vs. Ben Askren” boxing event, including all undercard
23 bouts and the entire television broadcast, exhibited via closed circuit television and via
24 encrypted satellite signal (hereinafter referred to as the “Broadcast”). The Broadcast
25 originated via satellite uplink and was subsequently re-transmitted to cable systems
26 and satellite companies via satellite signal and/or retransmitted via satellite signal to
27 licensed content distributors such as Plaintiff’s authorized online platforms. Plaintiff
28 institutes this action to obtain remedy for—and to permanently hinder—the blatantly

1 unlawful infringement and rampant theft of its copyrighted work by the Defendants.
2 Defendants, and each of them, have utilized various torrent and streaming websites
3 such as <https://youtube.com>, <https://filmdaily.co>, <https://accesstvpro.co>,
4 <https://online2livestream.us>, <https://crackstreamslive.com>, <https://sports-today.club/>,
5 <https://my-sports.club/>, and <https://bilasports.com> to unlawfully upload, distribute,
6 and publicly display, without authorization, the Broadcast to the users of such
7 websites. Upon information and belief, Defendants, and each of them, acted
8 knowingly, willfully, unlawfully and with blatant disregard to Plaintiff's copyright in
9 the Broadcast by uploading the Broadcast to the aforementioned websites with
10 additional shareable payment links, such as PayPal links, which allow users to remit
11 direct payments to the various Defendants in order to fund and endorse each respective
12 Defendants' infringement of Plaintiff's Broadcast. Defendants' calculated and
13 reprehensible infringement, theft, and other unlawful acts—committed in knowing
14 violation of the law—has resulted in damages suffered by Plaintiff in excess of
15 \$100,000,000.00, by stealing and diverting upwards of 2,000,000 unique viewers of
16 the illegal and unauthorized viewings of the Broadcast from Plaintiff.

17 2. Acting with intentional and knowing disregard of Plaintiff's exclusive
18 rights in the Broadcast, Defendants—who are nothing less than cyber-criminals—
19 employ various user profiles on websites, including those mentioned above, to
20 illegally upload copyrighted programming, including the Broadcast, and to facilitate
21 the unauthorized copying, sharing, downloading, uploading, and distribution of such
22 programming. Through their egregious conduct, Defendants also encourage other
23 online users to copy, share, download, distribute and share the Broadcast on the
24 aforementioned websites. Defendants further unlawfully facilitate, participate, and
25 induce other users to engage in the unauthorized reproduction, adaptation, distribution
26 and public display of Plaintiff's copyrighted Broadcast all to line their own pockets
27 with monies that belong to Plaintiff.

28 3. Notwithstanding each Defendants' recognition that Plaintiff never

1 authorized their respective copying, downloading, uploading, public display and/or
2 distribution of the Broadcast, Defendants continue to engage—and unjustly benefit—
3 from their infringing conduct. Defendants’ plain acts of thievery, misappropriation,
4 and infringement, as further described herein, are tantamount to, and no less deplorable
5 than, the acts of a pilferer, poaching on and looting the fruits of another’s hard-earned
6 labor.

7 **JURISDICTION AND VENUE**

8 4. The Court has subject matter jurisdiction pursuant to 17 U.S.C. § 101, *et*
9 *seq.* and 28 U.S.C. § 1331, which states that district courts shall have original
10 jurisdiction over all civil actions arising under the Constitution, laws, or treaties of the
11 United States; and 28 U.S.C. Section § 1338 (a).

12 5. Upon information and belief, venue is proper in this Court pursuant to 28
13 U.S.C § 1391(b)(2) because a substantial part of the events or omissions giving rise to
14 the claims occurred in this district. In the alternative, venue is also proper under 28
15 U.S.C. § 1391(b)(3), as Defendants, and each of them, are subject to the court’s
16 personal jurisdiction with respect to this action.

17 **PARTIES**

18 6. Plaintiff is a limited liability company incorporated under the laws of
19 Delaware and having its principal place of business in the State of California.

20 7. Plaintiff is engaged in the business of distributing its copyrighted
21 materials as defined in 17 U.S.C. § 101, and offering such content, including the
22 Broadcast, for purchase on a Pay-Per-View basis to its paying customers over the
23 internet or via cable or satellite TV. Plaintiff invests substantial money, time, and effort
24 in advertising, promoting, selling, and licensing programming such as the Broadcast.

25 8. Plaintiff owns the copyrights to the Broadcast. As the exclusive owner of
26 the Copyright in its programing, including but not limited to the Broadcast, Plaintiff
27 possesses the exclusive rights to, *inter alia*, exhibit, distribute, disseminate and
28 perform the Broadcast publicly.

1 9. Upon information and belief, Defendant Filmdaily.com is a business
2 entity, the exact nature of which is unknown, registered in Nevada and doing business
3 in the State of California. Upon information and belief, Filmdaily.com offers the
4 website <https://filmdaily.co> for the purpose of permitting, encouraging, facilitating,
5 and inducing the sharing of videos and live programming of audiovisual materials
6 between users of the website. Those materials include programming owned and/or
7 controlled by Plaintiff, including the Broadcast, which was offered by Filmdaily.com
8 through its illegal uploading and distribution of the Broadcast.

9 10. Upon information and belief, Defendant Accesstvpro.co is a business
10 entity, the exact nature of which is unknown, registered in Arizona and doing business
11 in the State of California. Upon information and belief, Accesstvpro.co offers the
12 website <https://accesstvpro.co> for the purpose of permitting, encouraging, facilitating,
13 and inducing the sharing of videos and live programming of audiovisual materials
14 between users of the website. Those materials include programming owned and/or
15 controlled by Plaintiff, including the Broadcast, which was offered by Accesstvpro.co
16 through its illegal uploading and distribution of the Broadcast.

17 11. Upon information and belief, Defendant Online2livestream.us is a
18 business entity, the exact nature of which is unknown, doing business in the State of
19 California. Upon information and belief, Online2livestream.us offers the website
20 <https://online2livestream.us> for the purpose of permitting, encouraging, facilitating,
21 and inducing the sharing of videos and live programming of audiovisual materials
22 between users of the website. Those materials include programming owned and/or
23 controlled by Plaintiff, including the Broadcast, which was offered by
24 Online2livestream.us through its illegal uploading and distribution of the Broadcast.

25 12. Upon information and belief, Defendant Crackstreamlive.com is a
26 business entity, the exact nature of which is unknown, doing business in the State of
27 California. Upon information and belief, Crackstreamlive.com offers the website
28 <https://crackstreamlive.com> for the purpose of permitting, encouraging, facilitating,

1 and inducing the sharing of videos and live programming of audiovisual materials
2 between users of the website. Those materials include programming owned and/or
3 controlled by Plaintiff, including the Broadcast, which was offered by
4 Crackstreamlive.com through its illegal uploading and distribution of the Broadcast.

5 13. Upon information and belief, Defendant Sports-today.club is a business
6 entity, the exact nature of which is unknown, doing business in the State of California.
7 Upon information and belief, Sports-today.club offers the website [https://sports-](https://sports-today.club/)
8 [today.club/](https://sports-today.club/) for the purpose of permitting, encouraging, facilitating, and inducing the
9 sharing of videos and live programming of audiovisual materials between users of the
10 website. Those materials include programming owned and/or controlled by Plaintiff,
11 including the Broadcast, which was offered by Sports-today.club through its illegal
12 uploading and distribution of the Broadcast.

13 14. Upon information and belief, Defendant My-sports.club is a business
14 entity, the exact nature of which is unknown, doing business in the State of California.
15 Upon information and belief, My-sports.club offers the website <https://my-sports.club/>
16 for the purpose of permitting, encouraging, facilitating, and inducing the sharing of
17 videos and live programming of audiovisual materials between users of the website.
18 Those materials include programming owned and/or controlled by Plaintiff, including
19 the Broadcast, which was offered by My-sports.club through its illegal uploading and
20 distribution of the Broadcast.

21 15. Upon information and belief, Defendant Bilasport.com is a business
22 entity, the exact nature of which is unknown, doing business in the State of California.
23 Upon information and belief, Bilasport.com offers the website <https://bilasports.com>
24 for the purpose of permitting, encouraging, facilitating, and inducing the sharing of
25 videos and live programming of audiovisual materials between users of the website.
26 Those materials include programming owned and/or controlled by Plaintiff, including
27 the Broadcast, which was offered by Bilasport.com through its illegal uploading and
28 distribution of the Broadcast.

1 16. Upon information and belief, Defendant Trendy Clips is a business
2 entity, the exact nature of which is unknown, doing business in the State of
3 California. Upon information and belief, Trendy Clips operates the Youtube channel
4 located at <https://www.youtube.com/channel/UCYj6TdieiWvyuQc4s6J88uw> for the
5 purpose of permitting, encouraging, facilitating, and inducing the sharing of videos
6 and live programming of audiovisual materials between users of the website. Those
7 materials include programming owned and/or controlled by Plaintiff, including the
8 Broadcast, which was offered by Trendy Clips through its illegal uploading and
9 distribution of the Broadcast.

10 17. Upon information and belief, Defendant Mike is a business entity, the
11 exact nature of which is unknown, doing business in the State of California. Upon
12 information and belief, Mike operates the Youtube channel located at
13 https://www.youtube.com/channel/UCC6_H_Qrmy_yGUe6M6vOClw for the
14 purpose of permitting, encouraging, facilitating, and inducing the sharing of videos
15 and live programming of audiovisual materials between users of the website. Those
16 materials include programming owned and/or controlled by Plaintiff, including the
17 Broadcast, which was offered by Mike through its illegal uploading and distribution
18 of the Broadcast.

19 18. Upon information and belief, Defendant Your Extra is a business entity,
20 the exact nature of which is unknown, doing business in the State of California.
21 Upon information and belief, Your Extra operates the Youtube channel located at
22 https://www.youtube.com/channel/UCC6_H_Qrmy_yGUe6M6vOClw for the
23 purpose of permitting, encouraging, facilitating, and inducing the sharing of videos
24 and live programming of audiovisual materials between users of the website. Those
25 materials include programming owned and/or controlled by Plaintiff, including the
26 Broadcast, which was offered by Your Extra through its illegal uploading and
27 distribution of the Broadcast.

28 19. Upon information and belief, Defendant Eclipt Gaming is a business

1 entity, the exact nature of which is unknown, doing business in the State of
2 California. Upon information and belief, Eclipt Gaming operates the Youtube
3 channel located at
4 https://www.youtube.com/channel/UCc6_H_Qrmy_yGUE6M6vOClw for the
5 purpose of permitting, encouraging, facilitating, and inducing the sharing of videos
6 and live programming of audiovisual materials between users of the website. Those
7 materials include programming owned and/or controlled by Plaintiff, including the
8 Broadcast, which was offered by Eclipt Gaming through its illegal uploading and
9 distribution of the Broadcast.

10 20. Upon information and belief, Defendant ItsLilBrandon is a business
11 entity, the exact nature of which is unknown, doing business in the State of
12 California. Upon information and belief, ItsLilBrandon operates the Youtube channel
13 located at https://www.youtube.com/channel/UCc6_H_Qrmy_yGUE6M6vOClw for
14 the purpose of permitting, encouraging, facilitating, and inducing the sharing of
15 videos and live programming of audiovisual materials between users of the website.
16 Those materials include programming owned and/or controlled by Plaintiff,
17 including the Broadcast, which was offered by ItsLilBrandon through its illegal
18 uploading and distribution of the Broadcast.

19 21. Upon information and belief, Defendant H3 Podcast is a business entity,
20 the exact nature of which is unknown, doing business in the State of California. Upon
21 information and belief, the H3 Podcast—through its hosts Ethan and Hila Klein—
22 operates the Youtube channel located at
23 <https://www.youtube.com/channel/UCLtREJY21xRfCuEKvdki1Kw> for the purpose
24 of permitting, encouraging, facilitating, and inducing the sharing of videos and live
25 programming of audiovisual materials between users of the website. Those materials
26 include programming owned and/or controlled by Plaintiff, including the Broadcast,
27 which was offered by the H3 Podcast through its illegal uploading and distribution of
28 the Broadcast.

1 22. Upon information and belief, Defendant H3H3 is a business entity, the
2 exact nature of which is unknown, doing business in the State of California. Upon
3 information and belief, H3H3—through Ethan and Hila Klein—operates the Youtube
4 channel located at <https://www.youtube.com/user/h3h3Productions> for the purpose of
5 permitting, encouraging, facilitating, and inducing the sharing of videos and live
6 programing of audiovisual materials between users of the website. Those materials
7 include programming owned and/or controlled by Plaintiff, including the Broadcast,
8 which was offered by H3H3 through its illegal uploading and distribution of the
9 Broadcast.

10 23. Plaintiff is informed and believes, and thereon alleges, that the actions
11 and omissions that serve as the basis for this complaint were undertaken jointly and
12 with the consent, conspiracy, cooperation, and joint participation of all defendants.

13 24. Plaintiff is informed and believes, and thereon alleges, that at all times
14 mentioned herein, each defendant was the agent, joint venture, and/or employee of
15 each and every other defendant, and in doing the things alleged in this complaint, each
16 defendant was acting within the course and scope of such agency, joint venture, and/or
17 employment and with the permission and consent of each of the other defendants.

18 25. The true names and capacities, whether individual, corporate, associate,
19 or otherwise, of Defendants named herein as DOES 1 through 10, inclusive, and each
20 of them, are unknown to Plaintiff at this time. Plaintiff therefore sues said Defendants,
21 and each of them, by such fictitious names. Plaintiff will advise the Court and seek
22 leave to amend this Complaint when the true names and capacities of each such
23 Defendant has been ascertained. Plaintiff is informed and believes, and based thereon
24 alleges, that each such Defendant designated as a DOE is responsible in some manner
25 for the events and happenings referred to herein or as hereinafter specifically alleged.

26 **COUNT ONE:**

27 **(For Copyright Infringement Against All Defendants)**

28 26. Plaintiff hereby realleges, and by this reference incorporates herein, each

1 and every allegation of preceding and subsequent paragraphs as though fully set forth
2 herein.

3 27. Plaintiff is the owner of the copyrights to the Broadcast, including all
4 undercard bouts and the entire television Broadcast. Plaintiff's rights include, but are
5 not limited to, all moving images and other audio/video content which were
6 broadcasted via encrypted satellite signal. The Broadcast originated via satellite uplink
7 and were subsequently retransmitted to cable systems and satellite companies via
8 satellite signal and/or retransmitted via satellite signal to licensed content distributors
9 such as Plaintiff's authorized, online platforms.

10 28. As the copyright holder to the rights of the Broadcast, Plaintiff has the
11 exclusive right to copy, publicly perform and distribute it.

12 29. Defendants, and each of them, failed to obtain the property authority or
13 license from Plaintiff to copy, publicly perform or distribute the Broadcast.

14 30. Upon information and belief, Defendants illegally copied, uploaded,
15 publicly performed and distributed the Broadcast via the internet with full knowledge
16 that the Broadcast could only be obtained by purchasing a license from Plaintiff.

17 31. Defendants, and each of them, have utilized various torrent and
18 streaming websites such as <https://filmdaily.co>, <https://accesstvpro.co>,
19 <https://online2livestream.us>, <https://crackstreamslive.com>, <https://sports-today.club/>,
20 <https://my-sports.club/>, <https://bilasports.com>, and <https://youtube.com> to upload,
21 distribute, and publicly display the Broadcast to the users of such website in direct
22 violation of the exclusive rights owned by Plaintiff.

23 32. Specifically, upon information and belief, the Defendants, and each of
24 them, obtained the Broadcast through internet websites, cable and/or satellite Pay-Per-
25 View purchase intended for private, non-commercial viewing, and subsequently
26 illegally re-transmitted the Broadcast and publicly exhibited the Broadcast by illegally
27 copying and uploading the Broadcast to the aforementioned websites for other users
28 to also illegally view, download, access, share, and distribute.

1 33. Defendants, and each of them, have infringed on Plaintiff’s copyright in
2 the Broadcast by reproducing, adapting distributing, uploading, copying, and publicly
3 displaying the copyrighted works without Plaintiff’s authorization in violation of the
4 Copyright Act, 17 U.S.C. § 501, and have recouped profits from the aforementioned
5 websites through users’ payments to the Defendants or through advertising revenue
6 generated through the websites.

7 34. Defendants’ acts of infringement were willful, in blatant disregard of, and
8 committed with indifference to Plaintiff’s rights.

9 35. By reason of Defendants’ conduct as described herein, Defendants, and
10 each of them, willfully violated 17 U.S.C. § 501.

11 36. Due to Defendants’ acts of copyright infringement as alleged herein,
12 Defendants have obtained direct and indirect profits Defendants would not otherwise
13 have realized but for Defendants’ infringement of the Broadcast. As such, Plaintiff is
14 entitled to disgorgement of Defendant’s profits directly and indirectly attributable to
15 Defendants’ infringement of the Broadcast, in an amount to be established at trial,
16 but in no event less than \$100,000,000.00.

17 37. Plaintiff is further entitled to its attorney’s fees and full costs pursuant to
18 17 U.S.C. § 505.

19 **COUNT TWO:**

20 **(For Violations of the Federal Communications Act: 47 U.S.C. §605 Against All**
21 **Defendants)**

22 38. Plaintiff hereby realleges, and by this reference incorporates herein, each
23 and every allegation of preceding and subsequent paragraphs as though fully set forth
24 herein.

25 39. Plaintiff is the owner of the Broadcast, including all undercard matches
26 and the entire television broadcast, aired via closed circuit television and via encrypted
27 satellite signal.

28 40. The Broadcast was available for non-commercial, private viewing

1 through Plaintiff, its authorized online vendors, as well as through Pay-Per-View
2 purchase through authorized satellite TV providers. Defendants, in a calculated effort
3 to use Plaintiff’s Broadcast for their own commercial benefit, obtained access to
4 Plaintiff’s Broadcast by purchasing the programming and subsequently copying the
5 Broadcast and uploading it to torrent and streaming websites such as and
6 <https://youtube.com>, <https://filmdaily.co>, <https://accesstvpro.co>,
7 <https://online2livestream.us>, <https://crackstreamslive.com>, <https://sports-today.club/>,
8 <https://my-sports.club/>, and <https://bilasports.com>.

9 41. In order to purchase and view the Broadcast through a satellite TV
10 provider intended for private, non-commercial viewing, an individual purchaser was
11 subject to the copyright language contained therein which expressly stated that the
12 “unauthorized reproduction or distribution of the copyrighted work is illegal.”

13 42. Upon information and belief, with full knowledge that the Broadcast was
14 not to be received, distributed, reproduced and or publicly exhibited by individuals
15 unauthorized to do so, Defendants, without authorization from Plaintiff, unlawfully
16 intercepted, received and/or de-scrambled Plaintiff’s satellite signal for purposes of
17 direct commercial advantage and subsequently divulged the Broadcast to the public
18 by copying and distributing said Broadcast to the users of the aforementioned websites
19 in exchange for payments to aid, encourage, support, or otherwise endorse Defendants’
20 infringing conduct.

21 43. Upon information and belief, Plaintiff alleges that Defendants effected
22 unauthorized interception and receipt of Plaintiff’s Broadcast via Defendants’ satellite
23 TV service by ordering programming for residential use and subsequently copying,
24 uploading, distributing and publicly displaying the Broadcast without authorization,
25 or by such other means which are unknown to Plaintiff and known only to Defendants.

26 44. 47 U.S.C. § 605(a) prohibits the unauthorized reception and publication
27 or use of communications such as the Broadcast for which Plaintiff had the distribution
28 rights thereto.

1 45. By reason of Defendants’ conduct as described herein, Defendants, and
2 each of them, willfully violated 47 U.S.C. § 605(a)

3 46. As a proximate result of Defendants’ willful violations of 47 U.S.C. §
4 605(a), Plaintiff is entitled to damages, in the discretion of this Court, under 47 U.S.C.
5 § 605(a), Plaintiff is entitled to damages, in the discretion of this Court, under 47
6 U.S.C. § 605(e)(3)(C)(i)(II) and (ii) of up to the maximum amount of \$110,000.00 as
7 to *each* violation.

8 47. Pursuant to 47 U.S.C. § 605, Plaintiff is also entitled to an award of full
9 costs, interest and reasonable attorney’s fees.

10 **COUNT THREE:**

11 **(For Violations of the Federal Communications Act: 47 U.S.C. §553 Against All**
12 **Defendants)**

13 48. Plaintiff hereby realleges, and by this reference incorporates herein, each
14 and every allegation of preceding and subsequent paragraphs as though fully set forth
15 herein.

16 49. Upon information and belief, Defendants willfully and unlawfully
17 accessed, received, and subsequently re-transmitted the Broadcast over a cable TV or
18 internet system while knowing that they were unauthorized to do so.

19 50. 47 U.S.C. §553 prohibits the unauthorized reception of any
20 communications service offered over a cable system such as the transmission of the
21 Broadcast for which Plaintiff holds the copyright ownership thereto.

22 51. Upon information and belief, the Defendants knowingly, willfully and
23 unlawfully accessed, received and subsequently re-transmitted the Broadcast when it
24 was offered via a cable TV or internet subscription without the authorization from
25 Plaintiff and without paying Plaintiff the appropriate Pay-Per-View fee.

26 52. By reason of Defendants’ conduct as described herein, Defendants, and
27 each of them, willfully violated 47 U.S.C. §553.

28 53. As a proximate result of Defendants’ willful violations of 47 U.S.C. §553,

1 Plaintiff is entitled to damages in an amount, in the discretion of this Court, of up to
2 the maximum amount of \$60,000.00 as to each violation, plus the recovery of full
3 costs, interest and reasonable attorney’s fees, in the discretion of this Court.

4 **COUNT FOUR:**

5 **(For Conversion Against All Defendants)**

6 54. Plaintiff hereby realleges, and by this reference incorporates herein, each
7 and every allegation of preceding and subsequent paragraphs as though fully set forth
8 herein.

9 55. Plaintiff, at all relevant times, owned, possessed, and had the right to
10 possess the copyrights to the Broadcast.

11 56. By virtue of Defendants’ conduct as set forth herein, Defendants, and
12 each of them, knowingly and intentionally substantially interfered with Plaintiff’s
13 property by unlawfully converting it for their own commercial use, benefit, and private
14 financial gain.

15 57. Defendants’ acts of conversion were done without Plaintiff’s consent and
16 with the objective of depriving Plaintiff of its copyright ownership for Defendants’
17 direct commercial benefit, advantage and private financial gain.

18 58. As a proximate result of Defendants’ wrongful conversion of the
19 Broadcast, Plaintiff suffered damages in an amount subject to proof at trial but in no
20 event less than \$100,000,000.00.

21 **COUNT FIVE**

22 **(For Breach of Contract Against All Defendants)**

23 59. Plaintiff hereby realleges, and by this reference incorporates herein, each
24 and every allegation of preceding and subsequent paragraphs as though fully set forth
25 herein.

26 60. Plaintiff would show that pursuant to Plaintiff’s Terms of Use for its
27 programming of the Broadcast, any user of Plaintiff’s authorized websites for Pay-
28 Per-View purchase and any purchaser of a residential Pay-Per-View feed from

1 Plaintiff, either via cable or satellite TV, agreed not to reproduce, distribute, or
2 transmit any of Plaintiff's materials, including the Broadcast.

3 61. Upon information and belief, Defendants, and each of them, purchased
4 the Broadcast through Plaintiff's authorized websites or via Pay-Per-View purchase
5 for private, residential viewing.

6 62. Upon information and belief, with full knowledge that the Broadcast was
7 not to be unlawfully copied and distributed by individuals unauthorized to do so,
8 Defendants willfully and unlawfully copied, uploaded and distributed the Broadcast
9 to users of torrent and streaming websites such as <https://youtube.com>,
10 <https://filmdaily.co>, <https://accesstvpro.co>, <https://online2livestream.us>,
11 <https://crackstreamlive.com>, <https://sports-today.club/>, <https://my-sports.club/>, and
12 <https://bilasports.com> so that the Broadcast could be accessed free of charge.

13 63. As a proximate result of Defendants breach of their respective agreements
14 with Plaintiff, Plaintiff has been damaged through the loss of substantial amounts of
15 revenue, loss of business, loss of good-will and loss of customers, the sum value of
16 which will be proven at trial but which is an amount no less than \$100,000,000.00

17 **COUNT SIX**

18 **(For Conspiracy Against All Defendants)**

19 64. Plaintiff hereby realleges, and by this reference incorporates herein, each
20 and every allegation of preceding and subsequent paragraphs as though fully set forth
21 herein.

22 65. Upon information and belief, Defendants, and each of them, had an
23 agreement between two or more persons.

24 66. Upon information and belief, pursuant to the respective Defendants'
25 agreements, Defendants set out to intentionally, willfully, and unlawfully access and
26 copy Plaintiff's Broadcast and subsequently upload the Broadcast for distribution and
27 public display in exchange for direct contributions from the users of the websites
28 known as such as <https://youtube.com>, <https://filmdaily.co>, <https://accesstvpro.co>,

1 <https://online2livestream.us>, <https://crackstreams.live>, <https://sports-today.club/>,
2 <https://my-sports.club/>, and <https://bilasports.com> or for advertisement revenue from
3 such websites.

4 67. Upon information and belief, Defendants, and each of them,
5 intentionally, willfully, and unlawfully accessed, copied, uploaded, distributed, and
6 publicly displayed Plaintiff's Broadcast using such websites and did in fact receive
7 direct contributions from users of such websites or advertisement revenue from such
8 websites.

9 68. As a proximate result of Defendants respective agreements and
10 subsequent acts as described herein, Plaintiff has been damaged through the loss of
11 substantial amounts of revenue, loss of business, loss of good-will, and loss of
12 customers, the sum value of which will be proven at trial but which is an amount no
13 less than \$100,000,000.00

14 **COUNT SEVEN**

15 **(For Violations of the Computer Fraud and Abuse Act: 18 U.S.C. § 1030**
16 **Against All Defendants)**

17 69. Plaintiff hereby realleges, and by this reference incorporates herein, each
18 and every allegation of preceding and subsequent paragraphs as though fully set forth
19 herein.

20 70. Upon information and belief, Defendants, and each of them, without
21 authorization or by exceeding the scope of granted authorization, accessed a protected
22 computer containing Plaintiff's live internet streams of the Broadcast, and knowingly
23 and with the intent to defraud, unlawfully copied, distributed, and publicly displayed
24 the Broadcast.

25 71. Upon information and belief, as a proximate result of Defendants'
26 unlawful and fraudulent conduct as set forth herein, Defendants, and each of them,
27 obtained the valuable copyrighted Broadcast and subsequently uploading, distributing,
28 and publicly displaying the Broadcast using such as and <https://youtube.com>,

1 <https://filmdaily.co>, <https://accesstvpro.co>, <https://online2livestream.us>,
2 <https://crackstreamlive.com>, <https://sports-today.club/>, <https://my-sports.club/>, and
3 <https://bilasports.com>.

4 **COUNT EIGHT:**

5 **(For Vicarious Copyright Infringement Against All Defendants)**

6 72. Plaintiff hereby realleges, and by this reference incorporates herein, each
7 and every allegation of preceding and subsequent paragraphs as though fully set forth
8 herein.

9 73. Plaintiff is the owner of the copyrights to the Broadcast, including all
10 undercard bouts and the entire television Broadcast. Plaintiff's rights include, but are
11 not limited to, all moving images and other audio/video content which were
12 broadcasted via encrypted satellite signal. The Broadcast originated via satellite uplink
13 and were subsequently retransmitted to cable systems and satellite companies via
14 satellite signal and/or retransmitted via satellite signal to licensed content distributors
15 such as Plaintiff's authorized, online platforms.

16 74. Upon information and belief, Defendants, and each of them, directly
17 infringed on Plaintiff's Broadcast by illegally uploading the Broadcast and/or portions
18 thereof via the internet on the websites such as <https://youtube.com>,
19 <https://filmdaily.co>, <https://accesstvpro.co>, <https://online2livestream.us>,
20 <https://crackstreamlive.com>, <https://sports-today.club/>, <https://my-sports.club/>, and
21 <https://bilasports.com> in direct violation of Plaintiff's exclusive copyright.

22 75. Upon information and belief, Defendants encouraged online users to
23 copy, share, download, distribute, and share content, including the Broadcast, on the
24 aforementioned websites, and defendants facilitated, participated in and induced users
25 to engage in the unauthorized reproduction, adaptation, public display and public
26 performance of programming containing Plaintiff's copyrighted Broadcast.

27 76. Defendants had the right and ability to control and prevent the users on
28 such aforementioned websites from directly accessing and infringing on Plaintiff's

1 Broadcast which was copied, uploaded, and distributed by Defendants, and each of
2 them.

3 77. Defendants derived a financial benefit from such users' activities on the
4 aforementioned websites by directing such users to external and/or shareable payment
5 links, such as PayPal links, whereby users could remit direct payments to Defendants
6 in order to compensate, fund and endorse each respective Defendants' infringement of
7 Plaintiff's Broadcast.

8 78. By reason of Defendants' conduct as described herein, Defendants, and
9 each of them, willfully violated 17 U.S.C. § 501.

10 79. Due to Defendants' acts of copyright infringement as alleged herein,
11 Defendants have obtained direct and indirect profits Defendants would not otherwise
12 have realized but for Defendants' infringement of the Broadcast. As such, Plaintiff is
13 entitled to disgorgement of Defendant's profits directly and indirectly attributable to
14 Defendants' infringement of the Broadcast, in an amount to be established at trial but
15 no less than \$100,000,000.00.

16 80. Plaintiff is further entitled to its attorney's fees and full costs pursuant to
17 17 U.S.C. § 505.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of
20 them, as follows:

21 **AS TO COUNT ONE:**

- 22 1. That Defendants, Defendants' employees, representatives, and agents be
23 enjoined from copying, uploading, distributing, selling, or otherwise
24 infringing on Plaintiff's copyright in the Broadcast;
- 25 2. That Plaintiff be awarded all profits of Defendants plus all losses of
26 Plaintiff, the exact sum to be proven at the time of trial but in no event
27 less than \$100,000,000.00; and
- 28 3. That an order be issued requiring Defendants, and each of them, to

1 account to Plaintiff for profits attributable to their use of Plaintiff's
2 copyright, in accordance with proof.

3 AS TO COUNT TWO:

4 4. For statutory penalties in an amount, in the discretion of this Court, of up
5 to the maximum amount of \$110,000.00 for each of the Defendants'
6 willful violations of 47 U.S.C. § 605(a).

7 AS TO COUNT THREE:

8 5. For statutory penalties in an amount, in the discretion of this Court, of up
9 to the maximum amount of \$60,000.00 for each of the Defendants' willful
10 violations of 47 U.S.C. § 553; and

11 6. For Attorney's fees, interest, and costs of suit pursuant to 17 U.S.C. §
12 505; 47 U.S.C. 605(e)(3)(B)(iii) or §553(c)(2)(c);

13 AS TO COUNT FOUR:

14 7. For damages within this Court's jurisdiction in an amount according to
15 proof at trial but in no event less than \$100,000,000.00; and

16 8. For punitive damages in an amount appropriate to punish Defendants and
17 deter others from engaging in similar misconduct.

18 AS TO COUNT FIVE:

19 9. For damages within this Court's jurisdiction in an amount according to
20 proof at trial but in no event less than \$100,000,000.00; and

21 10. For consequential damages.

22 AS TO COUNT SIX:

23 11. For damages within this Court's jurisdiction in an amount according to
24 proof at trial but in no event less than \$100,000,000.00;

25 12. For punitive damages in an amount appropriate to punish Defendants and
26 deter others from engaging in similar misconduct.

27 AS TO COUNT SEVEN:

28 13. For damages within this Court's jurisdiction in an amount according to

1 proof at trial but in no event less than \$100,000,000.00; and

2 14. Injunctive relief enjoining from copying, uploading, distributing, selling,
3 or otherwise infringing on Plaintiff’s copyright in the Broadcast.

4 AS TO COUNT EIGHT:

5 15. That Defendants, Defendants’ employees, representatives, and agents be
6 enjoined from copying, uploading, distributing, selling, or otherwise
7 infringing on Plaintiff’s copyright in the Broadcast;

8 16. That Plaintiff be awarded all profits of Defendants plus all losses of
9 Plaintiff, the exact sum to be proven at the time of trial but in no event
10 less than \$100,000,000.00; and

11 17. That an order be issued requiring Defendants, and each of them, to
12 account to Plaintiff for profits attributable to their use of Plaintiff’s
13 copyright, in accordance with proof.

14 AS TO ALL COUNTS:

15 18. For pre-judgment and post-judgment interest on all damages awarded;

16 19. For attorneys’ fees and costs of suit incurred herein according to proof;
17 and

18 20. For such other and further relief as the Court may deem just and proper.
19

20 Dated: April 29, 2021

NOVIAN & NOVIAN, LLP

Attorneys at Law

21

22

By: /s/ Farhad Novian

23

FARHAD NOVIAN, State Bar No. 118129

24

MICHAEL O’BRIEN, State Bar No. 277244

25

Attorneys for Plaintiff TRILLER FIGHT
CLUB II LLC

26

27

28