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6 Attorneys for Plaintiff  
Warner Bros. Home Entertainment Inc.

8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA

10 Warner Bros. Home Entertainment Inc.,  
11 Plaintiff,  
12  
13 v.  
14 Todd Beckham, an individual and d/b/a as  
Amazon.com Seller Todd Beckham and  
15 Does 1-10, inclusive,  
16 Defendants.

Case No: 06528 SJO PLA  
COMPLAINT FOR COPYRIGHT  
INFRINGEMENT  
DEMAND FOR A JURY TRIAL

17  
18 Plaintiff Warner Bros. Home Entertainment Inc. ("Warner Bros.") for its  
19 Complaint allege as follows:

20 A. Introduction

21 1. Warner Bros. owns exclusive United States distribution rights in various  
22 creative works, including, but not limited to, *Hung*, *One Tree Hill*, *Harry Potter and*  
23 *the Sorcerer's Stone*, *Harry Potter and the Chamber of Secrets*, *Harry Potter and the*  
24 *Prisoner of Azkaban*, *Harry Potter and the Goblet of Fire*, *Harry Potter and the*  
25 *Order of the Phoenix*, *Harry Potter and the Half-Blood Prince*, and *Harry Potter and*  
26 *the Deathly Hallows Parts I and II* ("the Warner Bros. Works"). The Harry Potter  
27 movies were released over a period of ten years and are among the films which  
28 secured the highest box office receipts of any films ever released. Each of the Warner

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1 Bros. Works is entitled to copyright protection. Defendants, through the online venue  
2 Amazon.com, distribute, promote, offer for sale and sell counterfeit copies of the  
3 Warner Bros. Works (the "Counterfeit Product"). Warner Bros. is informed and  
4 believes and based thereon alleges that this infringement activity is systematic and  
5 willful or done with reckless disregard of Warner Bros.' intellectual property rights.  
6 Warner Bros. asks that this Court enjoin that activity and order Defendants to pay  
7 damages pursuant to the Copyright Act of 1976, 17 U.S.C. § 101, *et seq.* (the  
8 "Copyright Act.").

9 **B. Jurisdiction and Venue**

10 2. Plaintiff brings this action pursuant to 17 U.S.C. §§ 101, *et seq.* The  
11 Court has jurisdiction over the subject matter pursuant to 28 U.S.C. § 1331 and §  
12 1338(a).

13 3. The events giving rise to the claim alleged herein occurred, among other  
14 places, within this judicial district. Venue in the Central District of California is  
15 proper pursuant to 28 U.S.C. § 1391(b) and § 1400(a).

16 **C. Warner Bros.**

17 4. Warner Bros. is a corporation duly organized and existing under the  
18 laws of the State of Delaware, having its principal place of business in Burbank,  
19 California.

20 5. Warner Bros. and certain of its affiliated companies are engaged in a  
21 variety of businesses including, without limitation, the production and distribution of  
22 motion pictures and television programs.

23 6. Warner Bros. owns exclusive rights under the Copyright Act to the  
24 Warner Bros. Works, including the rights to reproduce, distribute or license the  
25 reproduction and distribution of the motion pictures in video format in the United  
26 States, including, but not limited to, those copyrights that are the subject of the  
27 copyright registrations which are listed in Exhibit "A," attached hereto, and  
28

1 incorporated herein by this reference. Video format includes video cassettes, video  
2 laser discs, digital versatile discs (“DVDs”), video compact discs (“VCDs”) and Blu-  
3 ray discs.

4 7. The expression and other distinctive features of the Warner Bros. Works  
5 are wholly original with Warner Bros., its licensors and/or assignors and, as fixed in  
6 various tangible media, are copyrightable subject matter under the Copyright Act.

7 8. Warner Bros., its affiliates, licensees and/or assignors, have complied  
8 in all respects with the laws governing copyright and has secured the exclusive rights  
9 and privileges in and to the Warner Bros. Works, and Warner Bros. holds certificates  
10 of registration and owns the exclusive right to reproduce, distribute and license the  
11 Warner Bros. Works throughout the United States.

12 9. The Warner Bros. Works have been manufactured, sold and/or  
13 otherwise distributed in conformity with the provisions of the copyright laws.  
14 Warner Bros., its affiliates, licensees and/or assignors have complied with their  
15 obligations under the copyright laws, and Warner Bros., in its own right or as  
16 successor-in-interest, has at all times been and still is the sole proprietor or otherwise  
17 authorized to enforce all right, title and interest in and to the copyrights or to enforce  
18 its exclusive rights for home video distribution in each of the Warner Bros. Works.

19 **D. Defendants**

20 10. Defendant Todd Beckham (“Beckham”) is an individual and does  
21 business on Amazon.com using the seller identity, “Todd Beckham”. Plaintiff is  
22 informed and believes that Beckham is a resident of Salisbury, in the State of North  
23 Carolina. Plaintiff is informed and believes Beckham transacts business in this  
24 judicial district through offers and sales of the Counterfeit Product in this judicial  
25 district, among other places.

26 11. Upon information and belief, Does 1 – 10 are either entities or  
27 individuals who are residents of or present in this judicial district and are subject to the  
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1 jurisdiction of the Court. Upon information and belief, Does 1 – 10 are principals,  
2 supervisory employees, or suppliers of Defendant or other entities or individuals who,  
3 in this judicial district, are manufacturing, distributing, selling and/or offering for sale  
4 merchandise which infringes the Warner Bros. Works. The identities of the various  
5 Does are unknown to Warner Bros. at this time. The Complaint will be amended to  
6 include the names of such individuals when identified. The Defendant and Does 1 –  
7 10 are collectively referred to herein as “Defendants.”

8 **E. Defendants' Infringing Activities**

9 12. Amazon.com, Inc. is a Delaware corporation with its principal place of  
10 business in Seattle, Washington. Amazon.com, Inc. operates retail websites which  
11 include www.amazon.com, www.amazon.co.uk, www.amazon.de,  
12 www.amazon.co.jp, www.amazon.fr, www.amazon.ca, www.amazon.cn,  
13 www.amazon.it and www.amazon.es.

14 13. Among other things, through its websites, Amazon.com, Inc. offers e-  
15 commerce platforms that enable third parties to sell products on Amazon.com (the  
16 “Website”). The Website provides services to third-party sellers, including the  
17 Defendants. Such services include, but are not limited to, design of the webpage  
18 describing and/or illustrating the product being offered by third-party Amazon.com  
19 sellers, access to the Internet community seeking product offered by the third-party  
20 sellers and fulfillment services through which Amazon.com sellers can have goods  
21 shipped from Amazon.com warehouses using Amazon.com employees to perform  
22 packaging and shipping services.

23 14. More than two million Amazon.com users employ the Amazon.com e-  
24 commerce platform to offer product or services to Internet users. Smaller sellers  
25 participate in Amazon Marketplace where they offer new, used and collectible  
26 selections at fixed prices to Amazon customers around the world.

27 15. Among the third-party sellers who employ the Website platform to  
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1 market, offer, sell and distribute their merchandise are the Defendants. The  
2 Defendants have employed the Website to market, offer, sell and distribute the  
3 Counterfeit Product. Warner Bros. is informed and believes and based thereon  
4 alleges that the Defendants have distributed, advertised and/or sold and continue to  
5 copy, reproduce, distribute, advertise and/or sell unauthorized copies of motion  
6 pictures owned by Warner Bros., including, but not necessarily limited to, the  
7 Warner Bros. Works identified in paragraph 6, above, and Exhibit "A." Defendants  
8 do so using the Website. Defendants have not been authorized by Warner Bros. to  
9 reproduce, distribute, sell or offer for sale any of the Warner Bros. Works.

10 16. By engaging in this conduct, Defendants have acted in willful disregard  
11 of laws protecting Warner Bros.' copyrights. Warner Bros. has sustained and will  
12 continue to sustain substantial damage to the value of its creative works, specifically  
13 including the Warner Bros. Works.

14 **F. Warner Bros.'s Damages**

15 17. Warner Bros. is informed and believes, and upon that basis alleges, that  
16 the Defendants have each obtained gains, profits and advantages as a result of their  
17 infringing activity in amounts within the jurisdiction of the Court.

18 18. Warner Bros. is informed and believes, and upon that basis alleges, that  
19 it has suffered and continues to suffer direct and actual damages as a result of  
20 Defendants' infringing conduct, in amounts within the jurisdiction of the Court. In  
21 order to determine the full extent of such damages, including such profits as may be  
22 recoverable under 17 U.S.C. § 504, Warner Bros. will require an accounting from  
23 each Defendant of all monies generated from the promotion, display, sale and offer  
24 for sale of the Defendants' goods and services using the Warner Bros. Works. In the  
25 alternative, Warner Bros. may elect to recover statutory damages pursuant to 17  
26 U.S.C. § 504 (c) for each of the Warner Bros. Works infringed.

27 19. Warner Bros. has no other adequate remedy at law and has suffered and  
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1 continues to suffer irreparable harm and damage as a result of the above-described  
2 acts. Warner Bros. is informed and believes, and upon that basis alleges, that, unless  
3 enjoined by the Court, Defendants' infringing activity will continue, with attendant  
4 irreparable harm to Warner Bros. Accordingly, Warner Bros. seeks preliminary and  
5 permanent injunctive relief pursuant to 17 U.S.C § 502 and seizure of the Counterfeit  
6 Product, including the means of production as provided by 17 U.S.C. § 503.

7 20. By reason of the foregoing, Warner Bros. has incurred and will continue  
8 to incur attorneys' fees and other costs in connection with the prosecution of its claims,  
9 which attorneys' fees and costs Warner Bros. is entitled to recover from the  
10 Defendants, and each of them, pursuant to 17 U.S.C. § 505.

11 21. Warner Bros. is without an adequate remedy at law in that damages are  
12 difficult to ascertain and, unless the Defendants' acts are enjoined, Warner Bros. will  
13 be irreparably harmed by Defendants' deliberate and systematic infringement of its  
14 rights.

### 15 PRAYER FOR RELIEF

16 WHEREFORE, Warner Bros. asks this Court to order that:

17 1. Defendants, their agents, servants, employees, representatives,  
18 successor and assigns, and all persons, firms, corporations or other entities in active  
19 concert or participation with any of the said Defendants, be immediately and  
20 permanently enjoined from directly or indirectly infringing the Warner Bros. Works  
21 in any manner, including generally, but not limited to:

- 22 a. Reproducing, distributing, shipping, selling or offering for sale  
23 unauthorized copies, in any format, of any of the Warner Bros. Works;  
24 b. Aiding or abetting the reproduction, distribution, shipment, sale or offer  
25 for sale of any unauthorized copies of any of the Warner Bros. Works;  
26 or  
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1 c. Marketing, advertising and/or promoting any unauthorized copies of the  
2 Warner Bros. Works.

3 2. That Warner Bros. and its designees are authorized to seize the following  
4 items which are in Defendants' possession, custody or control:

5 a. All Counterfeit Product;

6 b. Any other unauthorized product which reproduces, copies,  
7 counterfeits, imitates or bear any of the Warner Bros. Works, or any  
8 part thereof;

9 c. Any molds, screens, patterns, plates, negatives, machinery or  
10 equipment, specifically including computers, servers, optical disc  
11 burners and other hardware used for making or manufacturing the  
12 Counterfeit Product or unauthorized product which reproduces, copies,  
13 counterfeits, imitates or bear any of the Warner Bros. Works, or any  
14 part thereof.

15 3. Defendants be required to pay actual damages increased to the  
16 maximum extent permitted by law and/or statutory damages at Warner Bros.'  
17 election;

18 4. Defendants be required to account for and pay over to Warner Bros. all  
19 damages sustained by Warner Bros. and profits realized by Defendants by reason of  
20 Defendants' unlawful acts herein alleged and that those profits be increased as  
21 provided by law;

22 5. Defendants be required to pay Warner Bros. their costs of this action  
23 and reasonable attorneys' fees; and

24 ///

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26 ///

1           6. Warner Bros. be granted all other and further relief the Court may deem  
2 just and proper under the circumstances.  
3

4 Dated: July 30, 2012

J. Andrew Coombs, A Professional Corp.

6 By: 

J. Andrew Coombs  
Nicole L. Drey

Attorneys for Plaintiff Warner Bros. Home  
Entertainment Inc.  
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1 **DEMAND FOR JURY TRIAL**

2 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff Warner Bros.  
3 Home Entertainment Inc. hereby demands a trial by jury of all issues so triable.  
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5 Dated: July 30, 2012

J. Andrew Coombs, A Professional Corp.

6  
7 By: 

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8 Attorneys for Plaintiff Warner Bros. Home  
9 Entertainment Inc.  
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**EXHIBIT "A"**

**COPYRIGHT REGISTRATIONS**

<u>Copyright Registration Number:</u>	<u>Title of Work:</u>	<u>Author of Work:</u>
	HUNG: Season Two	
PA 1-709-033	HUNG: Just The Tip	Home Box Office, Inc.
PA 1-709-034	HUNG: Tucson Is The Gateway To Dick Or This Is Not Sexy	Home Box Office, Inc.
PA 1-709-030	HUNG: Mind Bullets Or Bang Bang Bang Motherfucker	Home Box Office, Inc.
PA 1-699-183	HUNG: Sing It Again, Ray Or Home Plate	Home Box Office, Inc.
PA 1-699-187	HUNG: A Man, A Plan Or Thank You, Jimmy Carter	Home Box Office, Inc.
PA 1-699-180	HUNG: Beaverland	Home Box Office, Inc.
PA 1-706-298	HUNG: The Middle East Is Complicated	Home Box Office, Inc.
PA 1-706-294	HUNG: Third Base Or That Rash	Home Box Office, Inc.
PA 1-706-293	HUNG: Fat Off My Love Or I'm The Allergen	Home Box Office, Inc.
PA 1-709-045	HUNG: Even Steven Or Luckiest Kid In Detroit	Home Box Office, Inc.
	ONE TREE HILL: Season Nine	
Application Pending	ONE TREE HILL: Know This, We've Noticed	WB Studios Enterprises Inc.
Application Pending	ONE TREE HILL: In The Room Where You Sleep	WB Studios Enterprises Inc.
Application Pending	ONE TREE HILL: Love The Way You Lie	WB Studios Enterprises Inc.
Application Pending	ONE TREE HILL: Don't You Want To Share The Guilt?	WB Studios Enterprises Inc.
Application Pending	ONE TREE HILL: The Killing Moon	WB Studios Enterprises Inc.
Application Pending	ONE TREE HILL: Catastrophe And The Cure	WB Studios Enterprises Inc.
Application Pending	ONE TREE HILL: Last Known Surroundings	WB Studios Enterprises Inc.
Application Pending	ONE TREE HILL: A Rush Of Blood To The Head	WB Studios Enterprises Inc.
Application Pending	ONE TREE HILL: Every Breath Is A Bomb	WB Studios Enterprises Inc.
Application Pending	ONE TREE HILL: Hardcore Will Never Die, But You Will	WB Studios Enterprises Inc.

1	Application Pending	ONE TREE HILL: Danny Boy	WB Studios Enterprises Inc.
2	Application Pending	ONE TREE HILL: Anyone Who Had A Heart	WB Studios Enterprises Inc.
3	Application Pending	ONE TREE HILL: One Tree Hill	WB Studios Enterprises Inc.
4	PA 1-063-646	HARRY POTTER AND THE SORCERER'S STONE	Warner Bros. Entertainment Inc.
5	PA 1-105-748	HARRY POTTER AND THE CHAMBER OF SECRETS	Warner Bros. Entertainment Inc.
6	PA 1-222-542	HARRY POTTER AND THE PRISONER OF AZKABAN	Warner Bros. Entertainment Inc.
7	PA 1-279-121	HARRY POTTER AND THE GOBLET OF FIRE	Warner Bros. Entertainment Inc.
8	PA 1-355-547	HARRY POTTER AND THE ORDER OF THE PHOENIX	Warner Bros. Entertainment Inc.
9	PA 1-647-906	HARRY POTTER AND THE HALF-BLOOD PRINCE	Warner Bros. Entertainment Inc.
10	PA 1-721-904	HARRY POTTER AND THE DEATHLY HALLOWS PART 1	Warner Bros. Entertainment Inc.
11	PA 1-742-099	HARRY POTTER AND THE DEATHLY HALLOWS PART 2	Warner Bros. Entertainment Inc.

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