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Warner Bros. Home Entertainment Inc.

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CENTRAL DISTRICT OF CALIF.
LOS ANGELES

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 Warner Bros. Home Entertainment Inc.,
11 Plaintiff,

12 v.

13 Thomas Vaanlewen, an individual and
14 d/b/a as Amazon.com Seller Sunny Bay
15 and Does 1-10, inclusive,
16 Defendants.

Case No.: CV12-06509 PA(SH)

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, *Treme*, *One Tree Hill* and *The Wire*
23 ("the Warner Bros. Works"). Each of the Warner Bros. Works is entitled to copyright
24 protection. Defendants, through the online venue Amazon.com, distribute, promote,
25 offer for sale and sell counterfeit copies of the Warner Bros. Works (the "Counterfeit
26 Product"). Warner Bros. is informed and believes and based thereon alleges that this
27 infringement activity is systematic and willful or done with reckless disregard of
28 Warner Bros.' intellectual property rights. Warner Bros. asks that this Court enjoin

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1 that activity and order Defendants to pay damages pursuant to the Copyright Act of
2 1976, 17 U.S.C. § 101, *et seq.* (the "Copyright Act.").

3 **B. Jurisdiction and Venue**

4 2. Plaintiff brings this action pursuant to 17 U.S.C. §§ 101, *et seq.* The
5 Court has jurisdiction over the subject matter pursuant to 28 U.S.C. § 1331 and §
6 1338(a).

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

10 **C. Warner Bros.**

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

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

17 6. Warner Bros. owns exclusive rights under the Copyright Act to the
18 Warner Bros. Works, including the rights to reproduce, distribute or license the
19 reproduction and distribution of the motion pictures in video format in the United
20 States, including, but not limited to, those copyrights that are the subject of the
21 copyright registrations which are listed in Exhibit "A," attached hereto, and
22 incorporated herein by this reference. Video format includes video cassettes, video
23 laser discs, digital versatile discs ("DVDs"), video compact discs ("VCDs") and Blu-
24 ray discs.

25 7. The expression and other distinctive features of the Warner Bros. Works
26 are wholly original with Warner Bros., its licensors and/or assignors and, as fixed in
27 various tangible media, are copyrightable subject matter under the Copyright Act.
28

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

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

13 **D. Defendants**

14 10. Defendant Thomas Vaanlewen ("Vaanlewen") is an individual and does
15 business on Amazon.com using the seller identity, "Sunny Bay". Plaintiff is
16 informed and believes that Vaanlewen is a resident of Simi Valley, in the State of
17 California. Plaintiff is informed and believes Vaanlewen transacts business in this
18 judicial district through offers and sales of the Counterfeit Product in this judicial
19 district, among other places.

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

3 **E. Defendants' Infringing Activities**

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

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

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

22 15. Among the third-party sellers who employ the Website platform to
23 market, offer, sell and distribute their merchandise are the Defendants. The
24 Defendants have employed the Website to market, offer, sell and distribute the
25 Counterfeit Product. Warner Bros. is informed and believes and based thereon
26 alleges that the Defendants have distributed, advertised and/or sold and continue to
27 copy, reproduce, distribute, advertise and/or sell unauthorized copies of motion
28

1 pictures owned by Warner Bros., including, but not necessarily limited to, the
2 Warner Bros. Works identified in paragraph 6, above, and Exhibit "A." Defendants
3 do so using the Website. Defendants have not been authorized by Warner Bros. to
4 reproduce, distribute, sell or offer for sale any of the Warner Bros. Works.

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

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

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

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

22 19. Warner Bros. has no other adequate remedy at law and has suffered and
23 continues to suffer irreparable harm and damage as a result of the above-described
24 acts. Warner Bros. is informed and believes, and upon that basis alleges, that, unless
25 enjoined by the Court, Defendants' infringing activity will continue, with attendant
26 irreparable harm to Warner Bros. Accordingly, Warner Bros. seeks preliminary and
27 permanent injunctive relief pursuant to 17 U.S.C § 502 and seizure of the Counterfeit
28

1 Product, including the means of production as provided by 17 U.S.C. § 503.

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

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

10 **PRAYER FOR RELIEF**

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

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

- 17 a. Reproducing, distributing, shipping, selling or offering for sale
18 unauthorized copies, in any format, of any of the Warner Bros. Works;
19 b. Aiding or abetting the reproduction, distribution, shipment, sale or offer
20 for sale of any unauthorized copies of any of the Warner Bros. Works;
21 or
22 c. Marketing, advertising and/or promoting any unauthorized copies of the
23 Warner Bros. Works.

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

- 26 a. All Counterfeit Product;
27 b. Any other unauthorized product which reproduces, copies,
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1 counterfeits, imitates or bear any of the Warner Bros. Works, or any
2 part thereof;

3 c. Any molds, screens, patterns, plates, negatives, machinery or
4 equipment, specifically including computers, servers, optical disc
5 burners and other hardware used for making or manufacturing the
6 Counterfeit Product or unauthorized product which reproduces, copies,
7 counterfeits, imitates or bear any of the Warner Bros. Works, or any
8 part thereof.

9 3. Defendants be required to pay actual damages increased to the
10 maximum extent permitted by law and/or statutory damages at Warner Bros.’
11 election;

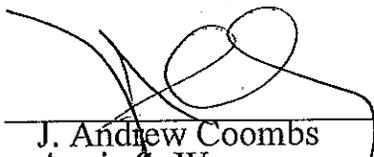
12 4. Defendants be required to account for and pay over to Warner Bros. all
13 damages sustained by Warner Bros. and profits realized by Defendants by reason of
14 Defendants’ unlawful acts herein alleged and that those profits be increased as
15 provided by law;

16 5. Defendants be required to pay Warner Bros. their costs of this action
17 and reasonable attorneys’ fees; and

18 6. Warner Bros. be granted all other and further relief the Court may deem
19 just and proper under the circumstances.

20
21 Dated: July 30, 2012

J. Andrew Coombs, A Professional Corp.

22
23 By: 

24 J. Andrew Coombs
25 Annie S. Wang
26 Attorneys for Plaintiff Warner Bros.
27 Home Entertainment Inc.
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DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff Warner Bros.
Home Entertainment Inc. hereby demands a trial by jury of all issues so triable.

Dated: July 20, 2012

J. Andrew Coombs, A Professional Corp.

By: 

J. Andrew Coombs
Annie S. Wang
Attorneys for Plaintiff Warner Bros.
Home 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>
	Treme: Season Two	
PA 1-743-069	Treme: Accentuate The Positive	Home Box Office, Inc.
PA 1-739-172	Treme: Everything I Do Gonh Be Funky	Home Box Office, Inc.
PA 1-750-437	Treme: On Your Way Down	Home Box Office, Inc.
PA 1-746-591	Treme: Santa Claus, Do You Ever Get The Blues?	Home Box Office, Inc.
PA 1-746-579	Treme: Slip Away	Home Box Office, Inc.
PA 1-746-582	Treme: Feels Like Rain	Home Box Office, Inc.
PA 1-746-583	Treme: Carnival Time	Home Box Office, Inc.
PA 1-756-008	Treme: Can I Change My Mind	Home Box Office, Inc.
PA 1-748-878	Treme: What Is New Orleans?	Home Box Office, Inc.
PA 1-748-782	Treme: That's What Lovers Do?	Home Box Office, Inc.
PA 1-748-781	Treme: Do Whatcha Wanna	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.
Application Pending	ONE TREE HILL: Danny	WB Studios Enterprises

	Boy	Inc.
1		
2	Application Pending	ONE TREE HILL: Anyone Who Had A Heart
3	Application Pending	ONE TREE HILL: One Tree Hill
4		THE WIRE: Season One
5	PA 1-085-787	THE WIRE: The Target
6	PA 1-085-788	THE WIRE: The Detail
7	PA 1-085-789	THE WIRE: The Buys
8	PA 1-085-790	THE WIRE: Old Cases
9	PA 1-091-735	THE WIRE: The Pager
10	PA 1-091-734	THE WIRE: The Wire
11	PA 1-085-791	THE WIRE: One Arrest
12	PA 1-112-366	THE WIRE: Lessons
13	PA 1-112-367	THE WIRE: Game Day
14	PA 1-085-792	THE WIRE: The Cost
15	PA 1-085-793	THE WIRE: The Hunt
16	PA 1-112-891	THE WIRE: Cleaning Up
17	PA 1-097-171	THE WIRE: Sentencing
18		THE WIRE: Season Two
19	PA 1-136-490	THE WIRE: Ebb Tide
20	PA 1-148-802	THE WIRE: Collateral Damage
21		Home Box Office, Inc.
22		Home Box Office, Inc.
23		Home Box Office, Inc.
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1	PA 1-194-679	THE WIRE: Hot Shots	Home Box Office, Inc.
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3	PAu2-811-064	THE WIRE: Hard Cases	Home Box Office, Inc.
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5	PAu2-803-274	THE WIRE: Undertow	Home Box Office, Inc.
6	PA 1-148-601	THE WIRE: All Prologue	Home Box Office, Inc.
7	PA 1-188-186	THE WIRE: Backwash	Home Box Office, Inc.
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9	PAu2-787-345	THE WIRE: Duck And Cover	Home Box Office, Inc.
10	PA 1-190-936	THE WIRE: Stray Sounds	Home Box Office, Inc.
11			
12	PA 1-194-673	THE WIRE: Storm Warnings	Home Box Office, Inc.
13	PA 1-201-679	THE WIRE: Bad Dreams	Home Box Office, Inc.
14	PA 1-201-678	THE WIRE: Port In A Storm	Home Box Office, Inc.
15			
16		THE WIRE: Season Three	
17	PA 1-246-492	THE WIRE: Time After Time	Home Box Office, Inc.
18			
19	PA 1-246-487	THE WIRE: All Due Respect	Home Box Office, Inc.
20	PA 1-249-546	THE WIRE: Dead Soldiers	Home Box Office, Inc.
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22	PA 1-249-545	THE WIRE: Amsterdam	Home Box Office, Inc.
23	PA 1-249-550	THE WIRE: Straight And True	Home Box Office, Inc.
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25	PA 1-249-549	THE WIRE: Homecoming	Home Box Office, Inc.
26	PA 1-263-206	THE WIRE: Back Burners	Home Box Office, Inc.
27	PA 1-263-204	THE WIRE: Moral Midgetry	Home Box Office, Inc.
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1	PA 1-263-205	THE WIRE: Slapstick	Home Box Office, Inc.
2			
3	PA 1-263-201	THE WIRE: Reformation	Home Box Office, Inc.
4	PA 1-265-461	THE WIRE: Middle Ground	Home Box Office, Inc.
5			
6	PA 1-265-512	THE WIRE: Mission Accomplished	Home Box Office, Inc.
7		THE WIRE: Season Four	
8			
9	PA 1-325-037	THE WIRE: Boys Of Summer	Home Box Office, Inc.
10	PA 1-325-038	THE WIRE: Soft Eyes	Home Box Office, Inc.
11			
12	PA 1-325-039	THE WIRE: Home Rooms	Home Box Office, Inc.
13	PA 1-261-149	THE WIRE: Refugees	Home Box Office, Inc.
14	PA 1-261-150	THE WIRE: Alliances	Home Box Office, Inc.
15			
16	PA 1-261-132	THE WIRE: Margin Of Error	Home Box Office, Inc.
17	PA 1-261-151	THE WIRE: Unto Others	Home Box Office, Inc.
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19	PA 1-261-345	THE WIRE: Corner Boys	Home Box Office, Inc.
20	PA 1-261-344	THE WIRE: Know Your Place	Home Box Office, Inc.
21			
22	PA 1-353-972	THE WIRE: Misgivings	Home Box Office, Inc.
23	PA 1-353-973	THE WIRE: A New Day	Home Box Office, Inc.
24			
25	PA 1-353-974	THE WIRE: That's Got His Own	Home Box Office, Inc.
26	PA 1-261-346	THE WIRE: Final Grades	Home Box Office, Inc.
27			
28		THE WIRE: Season Five	

1	PA 1-611-976	THE WIRE: More With Less	Home Box Office, Inc.
2			
3	PA 1-608-341	THE WIRE: Unconfirmed Reports	Home Box Office, Inc.
4	APPLICATION PENDING	THE WIRE: Not For Attribution	Home Box Office, Inc.
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6	PA 1-663-138	THE WIRE: Transitions	Home Box Office, Inc.
7	PA 1-617-062	THE WIRE: React Quotes	Home Box Office, Inc.
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9	PA 1-617-057	THE WIRE: The Dickenson Aspect	Home Box Office, Inc.
10	PA 1-622-694	THE WIRE: Took	Home Box Office, Inc.
11			
12	PA 1-622-990	THE WIRE: Clarifications	Home Box Office, Inc.
13	PA 1-622-995	THE WIRE: Late Editions	Home Box Office, Inc.
14	PA 1-622-993	THE WIRE: -30-	Home Box Office, Inc.
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