

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

Voltage Holdings, LLC; Voltage Pictures, LLC; After Productions, LLC; After II Movie, LLC; After We Fell Productions, LTD; Venice PI, LLC; Bedeviled LLC; Colossal Movie Productions, LLC; Dallas Buyers Club, LLC; YAR Productions Inc.; Wonder One, LLC; REP PRODUCTIONS 12 LTD; Fun Mom Dinner, LLC; Chase Film Nevada LLC; H Films, Inc.; Ammo Entertainment, LLC; SF Film, LLC; MON, LLC; Goldenrod Holdings, LLC; and Rep Productions Scandi LTD

Plaintiffs,

v.

Comcast Cable Communications, LLC

Defendant.

Case No. 2:22-cv-03659

**COMPLAINT FOR COPYRIGHT INFRINGEMENT AND DMCA VIOLATIONS
AND DEMAND FOR JURY TRIAL**

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INTRODUCTION

1. Comcast is one of the largest internet service providers in the United States, providing high-speed internet service to subscribers for a regular subscription fee. For years, Comcast has knowingly allowed Comcast users to engage in online piracy, the illegal distribution and downloading of copyrighted materials, including films. Comcast provides the IP addresses used for piracy, makes the connections needed to share and download pirated films, and transmits the pirated films.

2. Comcast knows that it is facilitating mass online piracy. Copyright owners have repeatedly told Comcast that its services are used for piracy. Voltage and its affiliates—the producer of movies like *Dallas Buyers Club* and *I Feel Pretty*—have sent Comcast more than three hundred thousand infringement notices. In the last few years alone, Comcast users have pirated Voltage’s movies over a million times.

3. Online piracy hurts the producers of creative works, as well as the nation’s economy. The US Chamber of Commerce estimated that online piracy costs the US economy over 200,000 jobs, and over \$30 billion, a year.

4. Comcast can easily take action against online piracy. Comcast can stop providing internet services to a customer at any time. It can stop providing internet services to customer accounts that repeatedly use its services for piracy. And Comcast doesn’t have to find these repeat offenders itself—copyright holders like Voltage already do that for Comcast, by sending copyright infringement notices. But Comcast does not take this simple step.

5. That’s because online piracy is lucrative for Comcast. Comcast profits from subscriptions to its internet services. Comcast’s churn rate—the rate at which it loses internet subscribers—reached record lows in 2021. Instead of taking simple steps against illegal pirating, Comcast turns a blind eye and continues to collect its customers’ subscription payments every

month. By not terminating and continuing to accept monthly payments from pirate accounts, Comcast earns an estimated \$400 to \$1,000 in additional profits per average pirate account, which adds tens of millions of dollars to Comcast's bottom line. Instead of taking simple steps against illegal pirating, Comcast turns a blind eye and continues to collect its customers' subscription payments every month.

6. But the law does not allow Comcast to enable—and profit from—online piracy. When an internet service provider like Comcast knows that its services are repeatedly used for illegal piracy that it can easily stop and yet it continues to facilitate this piracy for its own gain, the internet service provider is liable under federal law for the piracy. This action seeks to hold Comcast accountable for the mass film piracy that it enables.

NATURE OF THE ACTION

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

8. Defendant is secondarily liable for copyright infringements in violation of sections 106 and 501 of the Copyright Act, and violations of Section 1202 of the Digital Millennium Copyright Act ("DMCA"). 17 U.S.C. § 1202.

PARTIES

9. Plaintiffs are owners of the motion pictures at issue in this litigation. Plaintiffs' motion pictures are currently available for sale online and in brick-and-mortar retail locations. These motion pictures include *Dallas Buyers Club* and *I Feel Pretty*. Many of these motion pictures were released in theaters throughout the world and feature actors such as Matthew McConaughey, Jared Leto, Jennifer Garner, Amy Schumer, Michelle Williams, and Zac Efron.

10. Plaintiff Voltage Pictures, LLC (“Voltage”) is a limited liability company formed in California, with its principal place of business in Los Angeles, California. Each of the other Plaintiffs is affiliated with Voltage.

11. Plaintiff Voltage Holdings, LLC is a limited liability company formed in Nevada.

12. Plaintiff After Productions, LLC is a limited liability company formed in California.

13. Plaintiff After II Movie, LLC is a limited liability company formed in Nevada.

14. Plaintiff After We Fell Productions, LTD is a legal entity formed in the United Kingdom.

15. Plaintiff Venice PI, LLC is a limited liability company formed in California.

16. Plaintiff Bedeviled LLC is a limited liability company formed in California.

17. Plaintiff Colossal Movie Productions, LLC is a limited liability company formed in California.

18. Plaintiff Dallas Buyers Club, LLC is a limited liability company formed in Texas.

19. Plaintiff YAR Productions Inc. is a corporation formed in New York.

20. Plaintiff Wonder One, LLC is a limited liability company formed in Wyoming.

21. Plaintiff REP PRODUCTIONS 12 LTD is a corporation formed in the United Kingdom.

22. Plaintiff Fun Mom Dinner, LLC is a limited liability company formed in Delaware.

23. Plaintiff Chase Film Nevada LLC is a limited liability company formed in Nevada.

24. Plaintiff H Films, Inc. is a corporation formed in California.

25. Plaintiff Ammo Entertainment, LLC is a limited liability company formed in California.

26. Plaintiff SF Film, LLC is a limited liability company formed in New York.

27. Plaintiff MON, LLC is a limited liability company formed in California.

28. Plaintiff Goldenrod Holdings, LLC is a limited liability company formed in Nevada.

29. Plaintiff Rep Productions Scandi Ltd is a legal entity formed in the United Kingdom.

30. Defendant Comcast Cable Communications, LLC (“Comcast”) is a telecommunications company incorporated in Delaware, with its principal place of business in Philadelphia, Pennsylvania. Comcast is one of the largest providers of high-speed internet services in the United States. Comcast’s internet service is marketed under the Xfinity brand.

JURISDICTION AND VENUE

31. This is a civil action arising under the United States Copyright Act of 1976. 17 U.S.C. §§ 101, *et seq.* This Court therefore has subject matter jurisdiction over this action. 28 U.S.C. § 1338.

32. This Court has personal jurisdiction over Defendant in this judicial district. Defendant’s principal place of business is in Philadelphia, Pennsylvania.

33. Venue is proper in this district under Section 1400 of the United States Code, because Defendant or Defendant’s agents reside and may be found in this district. 28 U.S.C. § 1400(a).

FACTS

A. Plaintiffs own the copyrights to the motion pictures.

34. Plaintiffs are the legal and/or beneficial owners of copyrights, including but not limited to, the rights to reproduce, distribute, publicly display, publicly perform, and prepare derivative works, in the following motion pictures:

35. Plaintiff After Productions, LLC is a beneficial and actual owner of copyrights in the motion picture *After*. The copyright registration numbers for this work include PAu003973225 and PAu003527570.

36. Plaintiff After II Movie, LLC is a beneficial and actual owner of copyrights in the motion picture *After We Collided*. The copyright registration numbers for this work include PAu004014087 and PAu003988168.

37. Plaintiff After We Fell Productions, LTD is a beneficial and actual owner of copyrights in the motion picture *After We Fell*. The copyright registration numbers for this work include PA0002340291 and PAu004048558.

38. Plaintiff Voltage Holdings, LLC is a beneficial and actual owner of copyrights in the motion pictures *Ava; A Family Man; Don Jon; Extremely Wicked, Shockingly Evil and Vile; Fathers & Daughters; First Love; Good Kill; I Feel Pretty; I.T.; Lady Bloodfight; Pay the Ghost; Revolt; Status Update; The Cobbler; The Professor and the Madman; The Company You Keep; and The Necessary Death of Charlie Countryman*. The copyright registration numbers for *Ava* include PA0002235557 and PAu003943693. The copyright registration numbers for *A Family Man* include PA0002039392, TXu001967832, and TXu001374031. The copyright registration numbers for *Don Jon* includes PA0001873185. The copyright registration numbers for *Extremely Wicked, Shockingly Evil and Vile* include PAu003953148 and PAu003905674. The copyright registration numbers for *Fathers & Daughters* include PAu003762811 and

PAu003713364. The copyright registration numbers for *First Love* includes PAu004025698. The copyright registration numbers for *Good Kill* include PAu003762377 and PAu003726363. The copyright registration numbers for *I Feel Pretty* include PAu003896491 and PAu003886973. The copyright registration numbers for *I.T.* includes PAu003801126. The copyright registration numbers for *Lady Bloodfight* includes PA0002056253. The copyright registration numbers for *Pay the Ghost* include PA0001957914 and TXu001920050. The copyright registration numbers for *Revolt* include PA0002047480 and PAu003854989. The copyright registration numbers for *Status Update* include PAu003867210 and PAu003850446. The copyright registration numbers for *The Cobbler* include PAu003744688 and PAu003742177. The copyright registration numbers for *The Professor and the Madman* include PAu003920383 and PAu003919285. The copyright registration numbers for *The Company You Keep* include PAu003660935 and PAu003578816. The copyright registration numbers for *The Necessary Death of Charlie Countryman* include PAu003663305 and TXu001808502.

39. Plaintiff Venice PI, LLC and Plaintiff Voltage Holdings, LLC are beneficial and actual owners of copyrights in the motion picture *Once Upon a Time in Venice*. The copyright registration numbers for this work includes PA0002039391.

40. Plaintiff Bedeviled LLC is a beneficial and actual owner of copyrights in the motion picture *Bedeviled*. The copyright registration numbers for this work include PAu003830868 and PAu003800316.

41. Plaintiff Colossal Movie Productions, LLC is a beneficial and actual owner of copyrights in the motion picture *Colossal*. The copyright registration numbers for this work include PAu003825360 and PAu003806054.

42. Plaintiff Dallas Buyers Club, LLC is a beneficial and actual owner of copyrights in the motion picture *Dallas Buyers Club*. The copyright registration numbers for this work includes PA0001873195.

43. Plaintiff YAR Productions, Inc. is a beneficial and actual owner of copyrights in the motion picture *Distorted*. The copyright registration numbers for this work include PAu003917156 and PAu003877425.

44. Plaintiff Wonder One, LLC is a beneficial and actual owner of copyrights in the motion picture *Disturbing the Peace*. The copyright registration numbers for this work includes PAu003991009.

45. Plaintiff REP PRODUCTIONS 12 LTD is a beneficial and actual owner of copyrights in the motion picture *Elizabeth Harvest*. The copyright registration numbers for this work include PA0002111067 and PAu003874851.

46. Plaintiff Fun Mom Dinner, LLC is a beneficial and actual owner of copyrights in the motion picture *Fun Mom Dinner*. The copyright registration numbers for this work includes PAu003846211.

47. Plaintiff Chase Film Nevada, LLC is a beneficial and actual owner of copyrights in the motion picture *Last Seen Alive*. The copyright registration numbers for this work includes PAu004134886.

48. Plaintiff H Films, Inc. is a beneficial and actual owner of copyrights in the motion picture *Redemption Day*. The copyright registration numbers for this work includes PAu004000858.

49. Plaintiff Ammo Entertainment, Inc. is a beneficial and actual owner of copyrights in the motion picture *Room 203*. The copyright registration numbers for this work includes PAu004118373.

50. Plaintiff SF Film, LLC is a beneficial and actual owner of copyrights in the motion picture *Skin*. The copyright registration numbers for this work includes PA0002173645.

51. Plaintiff MON, LLC is a beneficial and actual owner of copyrights in the motion pictures *Singularity* and *Welcome Home*. The copyright registration numbers for *Singularity* includes PAu003848900. The copyright registration numbers for *Welcome Home* include PAu004016506, PAu003900818, and PAu003900815.

52. Plaintiff Goldenrod Holdings, LLC is a beneficial and actual owner of copyrights in the motion picture *Ted Bundy: American Boogeyman*. The copyright registration numbers for this work include PA0002360803, PAu004121451, and PAu004022823.

53. Plaintiff Rep Productions Scandi LTD is a beneficial and actual owner of copyrights in the motion picture *The Bird Catcher*. The copyright registration numbers for this work includes PAu003903054.

54. Plaintiff Voltage Pictures, LLC is a beneficial owner of copyrights in the motion picture *The Rest of Us*. The copyright registration numbers for this work includes PA0002219567.

55. Plaintiff Voltage Pictures, LLC is also a beneficial owner in each of these motion pictures.

56. Together, these motion pictures are referred to as the “Works.” The Works are the subjects of copyright registrations, and this action is brought pursuant to Section 411 of the

Copyright Act. 17 U.S.C. § 411. The Works are motion pictures currently offered for sale in commerce.

B. Third parties directly infringed Plaintiffs’ copyrighted works using Comcast’s internet services.

1. The BitTorrent process.

57. Third parties using Comcast’s internet services (“Comcast users”) directly infringed Plaintiffs’ rights in the Works. Comcast users engaged BitTorrent technology to reproduce, distribute, publicly perform, and publicly display Plaintiffs’ Works without Plaintiffs’ permission.

58. Torrenting is also known as peer-to-peer file sharing. It operates using a torrenting protocol—a set of rules governing the communication between computers—that allows computers to transfer files directly to many other computers.

59. BitTorrent is one of the most popular torrent protocols. BitTorrent joins computers in a “swarm” of host computers that download and upload pieces of a file from each other simultaneously. As soon as a user has downloaded a piece of the file, he or she starts sharing that piece with others in the swarm, while continuing to download the rest of the file.

60. BitTorrent thus makes it much quicker for many people to share and download a file, compared to the traditional method of directly downloading a whole file from one computer. BitTorrent can be used to share any type of file, but many use it to share copyrighted films and recordings without the owner’s permission—which is online piracy.

2. Torrent files and torrent sites.

61. To download a film using BitTorrent technology, a user needs to obtain a torrent file. A user can find and download a torrent file for pirating a particular movie from a torrent site. A torrent site is a website that indexes and provides torrent files for download. Examples

of torrent sites are RARBG, 1337x, The Pirate Bay, OxFTorrent, and YTS. The United States Trade Representative has listed YTS and RARBG as examples of online marketplaces that engage in and facilitate substantial piracy.

62. The user then engages the torrent file with a BitTorrent client, a computer program that implements the BitTorrent protocol. The BitTorrent client uses information recorded in the torrent file to download a file constituting a digital version of a film, and to distribute the film to other computers in the “swarm” described above. Once a user has downloaded all pieces of the film, the BitTorrent client verifies the pieces and reassembles them into a fully playable copy of the film. The user has the film on his or her computer, to keep and use indefinitely.

3. Comcast users reproduced, distributed, publicly displayed, and publicly performed Plaintiffs’ Works using BitTorrent.

63. Publicly-available records from the American Registry for Internet Numbers (“ARIN”) identify the IP addresses allocated by Comcast. ARIN initially allocates IP addresses to Comcast, and Comcast reallocates IP addresses to its subscribers. These Comcast-allocated IP addresses (“Comcast IP addresses”) can then be used to access the internet, and transfer and receive files over the internet. Comcast is required to report the IP reallocation information to ARIN. ARIN makes information about the reallocation of IP addresses publicly available on its Whois service.

64. Plaintiffs engaged data providers such as Maverickeye UG (“Maverickeye”) to identify the IP addresses that were used to engage the BitTorrent protocol and pirate copies of Plaintiffs’ Works.

65. Maverickeye used forensic software to enable the scanning of peer-to-peer networks for the presence of infringing transactions. Maverickeye extracted the resulting data

from the investigation and isolated the transactions and IP addresses associated with the files identified by their hash values. Maverickeye logged information including the IP addresses, the hash values, and hit dates (access or use dates) that show that users of Comcast's internet services engaged BitTorrent to download and distribute copies of Plaintiffs' Works. For each of the Works, Maverickeye verified that a full file distributed and downloaded in this process contained a digital copy of a motion picture that is identical (or alternatively, strikingly similar or substantially similar) to one of Plaintiffs' Works. Maverickeye verified that the IP addresses were allocated by Comcast using publicly-available information from ARIN.

66. Maverickeye's findings show that Comcast users downloaded pirated copies of Plaintiffs' Works to their computers and then transmitted pieces of Plaintiffs' Works to other computers in a swarm using BitTorrent, so that other computers can download re-assembled and fully-playable copies of Plaintiffs' Works. These swarms included computers both within the United States and outside of the United States. These transmissions are distributions of copyright-protected elements of Plaintiffs' Works to others.

67. These transmissions are also performances and displays of the Works to the public. The transmissions are received by a significant number of other computers in the BitTorrent swarm, and users at these other computers play the pirated motion pictures at separate places and at separate times. These other users constitute members of the "public" because they are outside of the normal circle of a family and its social acquaintances.

68. These acts also constitute reproducing Plaintiffs' Works. When a Comcast user finishes downloading all the pieces of a copied Work through the BitTorrent process, the BitTorrent client reassembles the pieces into a full, playable copy of a Work on the user's computer, thereby reproducing the Work.

69. Maverickeye's investigations show that Comcast users infringed Plaintiffs' Works in the manner described above hundreds of thousands of times in the past three years. Each instance of infringement used internet services (including connection and transmission services) and IP addresses provided by and controlled by Comcast.

70. For example, a Comcast user downloaded and distributed a copy of the Work *I Feel Pretty* under the file name "I Feel Pretty (2018) [BluRay] [720p] [YTS.AM]," using Comcast internet services and the Comcast IP address 67.169.16.53.

71. For example, a Comcast user downloaded and distributed a copy of the Work *After We Fell* under the file name "After.We.Fell.2021.1080p.WEBRip.x264-RARBG," using Comcast internet services and the Comcast IP address 67.180.168.148.

C. Comcast knowingly materially contributed to its users' copyright infringements.

1. Comcast knew, had reason to know, or was willfully blind to, its users' direct infringements of Plaintiffs' Works.

72. Plaintiffs' agents sent notices of infringement ("Notices") for instances in which Maverickeye confirmed infringement of copyright-protected content using Comcast IP addresses.

73. Each Notice included at least the name of the copyright owner, the title of the Work, the name of infringing file, the IP address and port number where infringement was confirmed, the date and time of infringement, and that the infringement used the BitTorrent protocol.

74. The recipient email address for the Notices was the email address that Comcast provided on its website for receipts of copyright infringement claims.

75. The Notices gave Comcast knowledge of specific instances of third parties' infringements of Plaintiffs' Works using Comcast's internet services. In the alternative, these Notices gave Comcast reason to know of specific instances of infringements, or alerted Comcast to the high probability that Comcast users infringed Plaintiffs' Works, and Comcast deliberately avoided confirming that fact. If Comcast had any doubt as to the truth of these infringement notices, it could use the information contained in the Notices to investigate and verify the infringements. For example, Comcast could have obtained the torrent file for downloading a movie, using the infringing file name contained in the Notices, and opened the file in a BitTorrent client to view information about the file, such as the infringing file's unique hash value. Comcast could use this unique hash value to confirm that the file contains a copy of one of Plaintiffs' Works. For example, Comcast could have obtained data packets of the traffic from the IP addresses recorded in the Notices and verified that they contain copies of one of Plaintiffs' Works.

76. Plaintiffs' agents sent Comcast hundreds of thousands of Notices about specific instances of infringements of Plaintiffs' Works using Comcast's internet services.

77. For example, Plaintiffs' agent sent over 100,000 Notices to Defendant concerning infringement of the movie *I Feel Pretty* using Comcast internet services and Comcast IP addresses.

78. For example, Plaintiffs' agent sent over 10,000 Notices to Defendant concerning infringement of the movie *Dallas Buyers Club* using Comcast internet services and Comcast IP addresses.

79. For example, Plaintiffs' agent sent over 16,000 Notices to Defendant concerning infringement of the movie *Extremely Wicked, Shockingly Evil and Vile* using Comcast internet services and Comcast IP addresses.

80. For example, Plaintiffs' agent sent over 50,000 Notices to Defendant concerning infringement of the movie *Once Upon a Time in Venice* using Comcast internet services and Comcast IP addresses.

81. For example, Plaintiffs' agent sent over 15,000 Notices to Defendant concerning infringement of the movie *A Family Man* using Comcast internet services and Comcast IP addresses.

82. For example, Plaintiffs' agent sent over 37,000 Notices to Defendant concerning infringement of the movie *Ava* using Comcast internet services and Comcast IP addresses.

83. For example, Plaintiffs' agent sent over 9,000 Notices to Defendant concerning infringement of the movie *After We Collided* using Comcast internet services and Comcast IP addresses.

84. For example, Plaintiffs' agent sent over 11,000 Notices to Defendant concerning infringement of the movie *The Professor and the Madman* using Comcast internet services and Comcast IP addresses.

85. For example, Plaintiffs' agent sent over 12,000 Notices to Defendant concerning infringement of the movie *Status Update* using Comcast internet services and Comcast IP addresses.

2. Despite knowledge of specific infringements, Comcast continued to provide infringing accounts with services essential to infringement.

86. As alleged above, Comcast knew, had reason to know, or was willfully blind to, copyright infringements using internet service and IP addresses provided by and controlled by Comcast, including knowledge of repeat infringements from Comcast IP addresses.

87. But Comcast did not take meaningful action to prevent ongoing infringements by these Comcast users. Comcast failed to terminate the accounts associated with these IP addresses or otherwise take any meaningful action in response to these Notices. Comcast often failed to even forward the Notices to its internet service customers or otherwise inform them about the Notice or its contents.

88. Instead, Comcast continued to provide the internet access and services necessary for users to commit further online piracy. Comcast continued to provide access to the internet from the IP addresses that infringers used to pirate movies. Comcast also continued to transmit copies of Plaintiffs' Works to a user's computer for infringing reproduction, infringing public performance, and/or infringing public display when a user was downloading a Work. And Comcast continued to transmit copies of Plaintiffs' Works from a user's computer to distribute the Work, and for reproduction, public performance, and public display. The provision of these internet services is an essential step in the third-party infringements, and substantially magnifies the underlying infringements.

89. Maverickeye also investigates infringements of other copyright-protected motion pictures as well as Plaintiffs' Works, and records notices of infringements sent to Comcast regarding those infringements. Maverickeye's records show that Comcast received hundreds of notices about infringements at certain Comcast IP addresses. This evidence further shows that Comcast does not terminate its internet services to repeat infringing accounts. And it shows that

Comcast's continued provision of internet services to these accounts substantially magnifies infringing activity at these accounts.

90. For example, Comcast failed to terminate the account of its subscriber at IP address 76.116.226.92 even after Comcast received multiple notices of copyright infringement at this address. Comcast received at least 782 notices of copyright infringement for this IP address. Each notice accounted for at least one instance of infringement.

91. Comcast failed to terminate the account of its subscriber at IP address 73.141.163.31 even after Comcast received multiple notices of copyright infringement at this address. Comcast received at least 626 notices of copyright infringement for this IP address. Each notice accounted for at least one instance of infringement.

92. Comcast failed to terminate the account of its subscriber at IP address 76.21.81.32 even after Comcast received multiple notices of copyright infringement at this address. Comcast received at least 609 notices of copyright infringement for this IP address. Each notice accounted for at least one instance of infringement.

93. Comcast failed to terminate the account of its subscriber at IP address 71.230.104.47 even after Comcast received multiple notices of copyright infringement at this address. Comcast received at least 532 notices of copyright infringement for this IP address. Each notice accounted for at least one instance of infringement.

94. Comcast failed to terminate the account of its subscriber at IP address 173.12.111.90 even after Comcast received multiple notices of copyright infringement at this address. Comcast received at least 515 notices of copyright infringement for this IP address. Each notice accounted for at least one instance of infringement.

95. Comcast failed to terminate the account of its subscriber at IP address 73.236.144.216 even after Comcast received multiple notices of copyright infringement at this address. Comcast received at least 434 notices of copyright infringement for this IP address. Each notice accounted for at least one instance of infringement.

96. Comcast failed to terminate the account of its subscriber at IP address 50.232.154.190 even after Comcast received multiple notices of copyright infringement at this address. Comcast received at least 415 notices of copyright infringement for this IP address. Each notice accounted for at least one instance of infringement.

97. Comcast failed to terminate the account of its subscriber at IP address 73.141.214.193 even after Comcast received multiple notices of copyright infringement at this address. Comcast received at least 400 notices of copyright infringement for this IP address. Each notice accounted for at least one instance of infringement.

98. Comcast failed to terminate the account of its subscriber at IP address 73.203.247.81 even after Comcast received multiple notices of copyright infringement at this address. Comcast received at least 373 notices of copyright infringement for this IP address. Each notice accounted for at least one instance of infringement.

D. Comcast vicariously infringed Plaintiffs' Works.

1. Comcast had the right and ability to supervise and control third parties' infringements.

99. Comcast supervised and controlled the infringing activity of third parties because it had the right and ability to terminate its internet services to a customer's account at any time.

100. For example, Comcast terminates services to customers who fail to pay for Comcast's internet services, after late-payment warnings.

101. Comcast also reserved the right to terminate internet services to customers at any time for violating copyright law. Comcast published this statement: “We also reserve the right to terminate our offerings at any time with or without notice for any affected user who we, in our sole discretion, believe is infringing any copyright or other intellectual property rights.”

102. Comcast is also able to monitor its users’ accounts, including the usage, transmissions, and content on those accounts. For example, Comcast’s internet service customers must agree that Comcast and its suppliers “reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Service; identify violations of this Policy; and/or protect the network, the Service and Comcast users.”

103. Termination of internet services to infringing accounts would stop infringing activity at those accounts. And Comcast’s provision of internet services is an essential step in users’ copyright infringements at Comcast accounts. But, as alleged above, Comcast did not terminate internet services to known, infringing accounts. And Comcast continues to provide internet services to known, infringing accounts.

2. Comcast profits from facilitating online piracy.

104. By continuing to provide internet services to accounts used for repeat infringement, rather than terminating such accounts, Comcast can continue to receive subscription payments from those accounts. For example, Comcast currently offers internet services in exchange for monthly payments, ranging from \$39.99 per month to \$120 per month. If Comcast terminated the internet account of, or stopped providing internet services to, an existing customer due to copyright infringements at their account, then Comcast could no longer collect monthly payments from that customer. By not terminating the account, Comcast continues to receive monthly payments from that account for years into the future. For example,

if Comcast fails to terminate a pirate account, and that subscriber continues as a Comcast subscriber for another 5 years at \$120 per month, Comcast would earn an additional \$7,200 in revenue from that subscriber, most of which would be profits for Comcast.

105. The ability to use Comcast's internet services for pirating is also a draw for Comcast's customers and potential customers. Comcast's refusal or failure to take action against known copyright infringement is a draw for customers to purchase Comcast's internet services. Comcast's continued services to customers, after Comcast receives notice that they infringed copyrights using Comcast's service, is similarly a draw for customers to purchase Comcast's services. As alleged above, certain Comcast users continued to use Comcast's services to infringe copyrights, even after Comcast received hundreds of copyright infringement notices for those customer accounts.

E. Comcast does not have a safe harbor from liability.

106. In 1988, Congress passed the Digital Millennium Copyright Act (DMCA), which provides protection or a "safe harbor" from liability for service providers. But the DMCA only protects a service provider if the service provider "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).

107. Comcast claims that it has such a policy, but in fact, at all relevant times, Comcast had neither adopted nor reasonably implemented a policy that provides for the termination of repeat infringers in appropriate circumstances.

1. Comcast's published DMCA policy.

108. Comcast had a DMCA policy published on its website. This policy stated that "Comcast maintains a policy to terminate a Comcast account, in appropriate circumstances,

provided to any user who is a repeat infringer of third-party copyright rights under our repeat infringer policy.”

109. According to Comcast, under its policy:

“We place accounts of customers for whom [it] receive[s] multiple DMCA notifications of alleged infringement into a multi-step DMCA Repeat Infringer Policy. Upon receipt of repeated DMCA notifications in a calendar month, the customer account will progress from one policy step to the next one.

“Actions that we may take under the DMCA Repeat Infringer Policy include sending alerts of increased visibility to the account’s customer of record. In order to acknowledge these alerts, we may require the customer to log in to the account or call our support team. We also reserve the right to suspend or terminate, as well as apply other interim measures to, the Xfinity Internet service of any customer for whom we have continued to receive DMCA notifications of alleged infringement even after we have sent repeat infringer alerts. In addition, we may terminate in our sole discretion other Xfinity services provided to these customers when we terminate the Xfinity Internet service under this policy.”

110. Comcast also published that it reserved “the right to move a customer account to the next step of the policy upon receiving any number of DMCA notifications from content owners in each month.”

What is Comcast's DMCA Repeat Infringer Policy?

We place accounts of customers for whom we receive multiple DMCA notifications of alleged infringement into a multi-step DMCA Repeat Infringer Policy. Upon receipt of repeated DMCA notifications in a calendar month, the customer account will progress from one policy step to the next one.

Actions that we may take under the DMCA Repeat Infringer Policy include sending alerts of increased visibility to the account's customer of record. In order to acknowledge these alerts, we may require the customer to log in to the account or call our support team. We also reserve the right to suspend or terminate, as well as apply other interim measures to, the Xfinity Internet service of any customer for whom we have continued to receive DMCA notifications of alleged infringement even after we have sent repeat infringer alerts. In addition, we may terminate in our sole discretion other Xfinity services provided to these customers when we terminate the Xfinity Internet service under this policy.

How many DMCA notifications trigger the next step in the Repeat Infringer Policy?

We reserve the right to move a customer account to the next step of the policy upon receiving any number of DMCA notifications from content owners in each month.

2. Comcast's published policy did not provide for the termination of repeat infringers under appropriate circumstances.

111. Comcast's published policy did not provide for the termination of repeat infringers under appropriate circumstances for several reasons. According to Comcast's published policy, Comcast only counted the DMCA notifications regarding a customer account in each month, rather than counting total DMCA notifications. Under this policy, Comcast did not terminate an account that had a very high number of infringements over several months, but not in any one month. And under its published policy, Comcast was not required to terminate any customer accounts at all, no matter how many DMCA notifications from content owners it received regarding a customer account.

3. Comcast did not reasonably implement a policy that provided for the termination of repeat infringers under appropriate circumstances.

112. Comcast did not implement a policy that provided for the termination of repeat infringers under appropriate circumstances. For example, Comcast only counts infringements at an account in each calendar month, rather than counting total infringements. For example, as alleged above, Comcast has allowed hundreds of infringements to occur at certain accounts, despite receiving at least as many notices of infringement regarding those accounts. Comcast users have also reported receiving multiple infringement notices from Comcast without having their accounts terminated. Comcast did not terminate an account even if the number of infringements in a month reached a very high number.

F. Comcast users distributed copies of Plaintiffs' Works with false or altered copyright management information.

113. Section 1202 of the DMCA prohibits the distribution of false copyright management information with intent to induce, facilitate, or enable copyright infringement. 17 U.S.C. § 1202(a). Section 1202 also prohibits a user's distribution of altered copyright management information, and a user's distribution or public performance of works or copied works with altered copyright management information, if the user knows or has reason to know that these acts would induce, facilitate, or enable copyright infringement. 17 U.S.C. § 1202(b). By using BitTorrent to pirate movies, Comcast users committed DMCA violations.

1. The distributed files contained false or altered copyright management information.

114. As alleged above, Comcast users engaged BitTorrent technology to distribute and download copies of Plaintiffs' Works. The name of a file distributed and downloaded in this manner is copyright management information, because it is information conveyed in connection with copies of a work, or performances or displays of a work, in digital form, including the title

and other information identifying the work. But many of the distributed files include false or altered copyright management information. Many of the file names also include information in a format that is customary for pirating movies, such as the name or Uniform Resource Locator (“URL”) of a torrent site, or a label indicating the method of copying the movie, such as “BDRip” or “WEBRip.” For example, the file name of a pirated copy of Plaintiffs’ Work distributed through BitTorrent technology was: “After.We.Fell.2021.1080p.WEBRip.x264-RARBG.” This file name includes the title and release date identifying a copy of the Work *After We Collided*. It also includes the name of the torrent site “RARBG.” And it includes a label indicating the method by which the movie was copied, “WEBRip.” For example, the file name of a pirated copy of Plaintiffs’ Work distributed through BitTorrent technology was “I Feel Pretty (2018) [BluRay] [720p] [YTS.AM].” This file name includes the title and release date identifying a copy of the Work *I Feel Pretty*. It also includes the name and URL of the torrent site “YTS.AM.”

115. This information is false or altered copyright management information because the copyright management information of a legitimate file of Plaintiffs’ Works does not contain the name or URL of a torrent site, nor a label indicating the method of copying the movie file. And such information does not convey information about the true author, producer, licensor, or distributor of the Work. Instead, such information refers to the illegal pirating of the Work. Therefore, the information is either false information about the legitimate, copyrighted Work, or else an alteration of the copyright management information of the legitimate, copyrighted Work.

2. Comcast users knew, had reason to know, or were willfully blind to the fact, that the copyright management information was false or altered.

116. Comcast users knew, had reason to know, or were willfully blind to the fact, that file names containing the name or URL of torrent sites, or a label indicating the method of copying a movie, were false or altered copyright management information.

117. When users engaged in online piracy using BitTorrent, they knew that torrent sites are used for pirating, and that the films obtained through this process are infringing copies. These users are, by definition, online users obtaining films from internet sources. A search of any of Plaintiffs' Works in a search engine for sites that allow renting or buying a film would produce sites such as on Amazon Prime Video, Apple iTunes, or Google Play, all of which post prices for renting or buying the film. The users knew that obtaining a legal copy of a film requires payment (either directly if acquiring a single film, or indirectly, by subscribing to a service such as Netflix). By contrast, obtaining a film using BitTorrent technology requires actively looking for a torrent site with pirated movies, looking for and obtaining a torrent file to pirate a particular movie, and engaging the torrent file with a BitTorrent client to download the film for no payment. All of the infringing Comcast users obtained the films using torrent sites, torrent files, and BitTorrent technology, at no cost.

118. Many of the users had even registered an account with a torrent site, like YTS. The YTS website operator maintained records of activity of registered YTS user accounts created from Comcast IP addresses. The records include the email address of the registered user account, the torrent files that the registered account downloaded, the IP address from which the registered user accessed the YTS website, and the dates of download. These records show that Comcast users downloaded torrent files for pirating Plaintiffs' Works. For example, a Comcast user registered an account with the YTS website from the Comcast IP address 68.38.96.156

using the email address mmc*****@gmail.com and, on March 25, 2019, downloaded the torrent file for pirating the Work *I Feel Pretty*.

119. As a result, these Comcast users knew, had reason to know, or were willfully blind to the fact, that they were obtaining pirated copies of the films; that a torrent name or URL like “RARBG” or “YTS.AM” is not the true title, author, producer, or licensed distributor of any of the Works; that a legitimate copy of a Work is not copied or “ripped” from a streaming service, as a label like “WEBRip” indicates; that such information refers to the illegal reproduction and distributing of a Work, or generally to pirating; and therefore that a legitimate file name of a Work does not include the name or URL of a torrent site, and does not include a label indicating the method by which a movie file was copied.

3. Comcast users knew, had reason to know, or were willfully blind to the fact, that their acts would induce, facilitate, or enable copyright infringement.

120. As alleged above, these Comcast users knew that, by acquiring films from a torrent site using a BitTorrent client, they were engaged in infringement.

121. They knew that distributing the false or altered copyright management information, and distributing or publicly performing copied Works with false or altered copyright management information, would induce, facilitate, or enable further pirating. The users knew, had reason to know, or were willfully blind to the fact, that the name or URL of a torrent site would enhance awareness of a torrent site, or enhance the reputation of a torrent site; that the URL of a torrent site may induce, facilitate, or enable further infringements by helping other users to find and access the torrent site to pirate movies; that a label indicating the method by which a movie was copied would facilitate further pirating, by assisting others in choosing a particular torrent file for pirating. Accordingly, Comcast users knew, or had reasonable grounds

to know, or were willfully blind to the fact, that their acts would induce, facilitate, or enable copyright infringement.

122. Comcast users knowingly distributed false or altered copyright management information, and distributed and publicly performed copied Works with false or altered copyright management information, in the manner alleged above, thousands and thousands of times.

123. For example, a Comcast user using Comcast internet services and the Comcast IP address 67.169.16.53 downloaded and distributed copies of the Work *I Feel Pretty* with the file name “I Feel Pretty (2018) [BluRay] [720p] [YTS.AM].”

124. “YTS.AM” is the name and URL of a torrent site. “YTS.AM” is not included in the copyright management information of legitimate copies or streams of the Work *I Feel Pretty*.

125. For example, a Comcast user using Comcast internet services and the Comcast IP address 67.180.168.148 downloaded and distributed copies of the Work *After We Fell* with the file name “After.We.Fell.2021.1080p.WEBRip.x264-RARBG.”

126. “RARBG” is the name of a torrent site. “RARBG” is not included in the copyright management information of legitimate copies or streams of the Work *After We Fell*.

127. Adding the names or URL of torrent sites like “YTS.AM” and “RARBG” enhances the reputation of the torrent site, creates potential users’ awareness of the torrent site, and attracts users to the torrent site. And labels indicating the method of copying, like “WEBRip,” facilitate or induce pirating by informing a user of the type of movie copies that are available for torrenting.

G. Comcast materially contributed to third parties' use of false or altered copyright management information.

1. Comcast knew, had reason to know, or was willfully blind to its users' DMCA violations.

128. As alleged above, Plaintiffs' agents sent Notices to Comcast, for instances in which Maverickeye confirmed infringement of copyright-protected content at Comcast IP addresses. These Notices included at least the name of the copyright owner, the title of the Work, that the work was infringed using BitTorrent, the file name that includes the false or altered copyright management information, the IP address and port number where infringement was confirmed, and the time of infringement.

129. The Notices gave Comcast knowledge of specific instances of third parties' DMCA violations using Comcast's internet services. In the alternative, the Notices gave Comcast reason to know of specific instances of infringements, or alerted Comcast to the high probability that Comcast users committed DMCA violations, and Comcast deliberately avoided learning that fact. For example, the Notices showed that users pirated Plaintiffs' Works with file names containing the name or URL of a torrent site. For example, the Notices showed that users pirated Works with file names containing a label indicating the method by which a movie was copied, such as "WEBRip" or "BDRip." If Comcast had any doubt that users had pirated Works with such file names, then it could have easily investigated to verify that information. For example, Comcast could have taken the steps alleged above to verify that third parties infringed Plaintiffs' Works from Comcast IP addresses. And Comcast could compare the infringing file name recorded on the Notices with the copyright management information of a legitimate copy of one of Plaintiffs' copyrighted Works, such as in the copyright registration for the film, the credits of the films, or in the file name of a legitimate Blu-ray disc copy of the film.

2. Despite knowledge of these violations, Comcast continued to facilitate the violations.

130. Despite knowledge of specific and repeat DMCA violations, Comcast continued to provide internet services to facilitate the violations. Specifically, Comcast continued to provide access to internet services at IP addresses that committed DMCA violations. And Comcast continued to provide the transmissions necessary for users to commit DMCA violations while pirating Plaintiffs' Works. The provision of internet services is an essential step in users' DMCA violations while pirating movies. And the provision of internet services substantially magnifies users' DMCA violations while pirating movies. As discussed, Comcast received hundreds of Notices concerning infringements at certain accounts. And a substantial number of these infringements used file names containing the name or URL of a torrent site, or a label indicating the method by which a movie was copied.

H. Comcast vicariously committed DMCA violations.

1. Comcast had the right and ability to supervise and control third parties' DMCA violations.

131. As alleged above, Comcast can terminate its internet services to a customer's account at any time. Termination of internet services to infringing accounts would stop DMCA violations at those accounts.

2. Comcast profits from third parties' violations.

132. If Comcast continues to provide internet services to customer accounts used for repeat DMCA violations while pirating movies, then Comcast can continue to receive subscription payments for those accounts.

133. As alleged above, Comcast offers internet services in exchange for monthly payments. If Comcast terminated the internet account of, or stopped providing internet services

to, an existing customer due to repeat DMCA violations at their account, then Comcast could no longer collect monthly payments from that customer.

134. The ability to use Comcast's internet service for DMCA violations while pirating is also a draw for Comcast's customers and potential customers. Comcast's refusal or failure to take action against such violations are a draw for customers to purchase Comcast's internet services and to use those services.

FIRST CAUSE OF ACTION
(contributory copyright infringement)

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

136. Plaintiffs are the legal and/or beneficial copyright owners of the Works, including the rights to reproduce, distribute, publicly perform, publicly display, and prepare derivative works of the Works.

137. Third parties using Comcast's internet services directly infringed Plaintiffs' Works. Specifically, these users infringed Plaintiffs' rights to reproduce, distribute, publicly perform, and publicly display, the Works. Without Plaintiffs' authorization, these users also imported copies of Plaintiffs' Works into the United States, exported copies of Plaintiffs' Works to outside of the United States, and imported copies of Plaintiffs' Works that have been acquired outside the United States, in violation of Section 602. 17 U.S.C. § 602(a)(1) and (2).

138. Defendant materially contributed to these third parties' infringements. As demonstrated above, Defendant knew (or in the alternative had reason to know or was willfully blind to the fact) that third parties' infringed Plaintiffs' Works using Defendant's internet services. Despite this knowledge, Defendant facilitated the infringements by continuing to provide the internet access and services necessary for further infringement. Defendant also failed

to take meaningful steps to minimize or prevent infringements. Defendant's provision of internet services is an essential step in the third parties' infringements.

139. Defendant's contributory infringement was a substantial factor in causing Plaintiffs to lose profits and in causing Defendant to earn additional profits. Defendant's contributory infringement was also a substantial factor in causing numerous violations of the Copyright Act that are eligible for statutory damages.

140. Defendant's contributory infringements were committed "willfully" within the meaning of Section 504(c)(2) of the Copyright Act. 17 U.S.C. § 504(c)(2).

SECOND CAUSE OF ACTION
(vicarious copyright infringement)

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

142. Plaintiffs are the legal and/or beneficial copyright owners of the Works, including the rights to reproduce, distribute, publicly perform, publicly display, and prepare derivative works of the Works.

143. Third parties using Comcast's internet services directly infringed Plaintiffs' Works. Specifically, these users infringed Plaintiffs' rights to reproduce, distribute, publicly perform, and publicly display, the Works.

144. Defendant is vicariously liable for the third parties' infringements. As demonstrated above, Defendant had the legal right and practical ability to supervise and control the infringements.

145. And as demonstrated above, Defendant had a direct financial interest in the third-party infringing acts.

146. Defendant's vicarious contributory infringement was a substantial factor in causing Plaintiffs to lose profits and in causing Defendant to earn additional profits. Defendant's contributory infringement was also a substantial factor in causing numerous violations of the Copyright Act that are eligible for statutory damages.

**THIRD CAUSE OF ACTION
(contributory violation of the
Digital Millennium Copyright Act)**

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

148. Third parties using Defendant's internet services knowingly distributed false copyright management information while pirating Plaintiffs' Works. These third parties did so with the intent to induce, enable, or facilitate copyright infringement.

149. Third parties using Defendant's internet services distributed or publicly performed Plaintiffs' Works or copies of Plaintiffs Works knowing that copyright management information had been altered without authority of the copyright owner or the law. These third parties did so knowing, or having reasonable grounds to know, that their acts would induce, enable, or facilitate copyright infringement.

150. These acts constitute violations of Section 1202 of the Digital Millennium Copyright Act ("DMCA violations"). 17 U.S.C. § 1202(a)-(b).

151. Defendant materially contributed to the DMCA violations. As demonstrated above, Defendant knew (or in the alternative had reason to know or was willfully blind to the fact) that third parties were committing these violations using Defendant's internet services. Despite this knowledge, Defendant continued to facilitate the violations by providing internet services to users at these accounts. Defendant also failed to take steps to minimize or prevent

further violations. Defendant's provision of internet services is an essential part of third parties' DMCA violations.

152. Defendant's contributory violations of the DMCA were a substantial factor in causing Plaintiffs to lose profits and in causing Defendant to earn additional profits. Defendant's contributory violations were also a substantial factor in causing numerous violations of the DMCA that are eligible for statutory damages.

FOURTH CAUSE OF ACTION
(vicarious violation of the
Digital Millennium Copyright Act)

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

154. Third parties using Defendant's internet services knowingly distributed false copyright management information while pirating Plaintiffs' Works. These third parties did so with the intent to induce, enable, or facilitate copyright infringement.

155. Third parties using Defendant's internet services distributed or publicly performed Plaintiffs' Works or copies of Plaintiffs Works knowing that copyright management information had been altered without authority of the copyright owner or the law. These third parties did so knowing, or having reasonable grounds to know, that their acts would induce, enable, or facilitate copyright infringement.

156. These acts constitute violations of Section 1202 of the Digital Millennium Copyright Act ("DMCA violations"). 17 U.S.C. § 1202(a)-(b).

157. Defendant is vicariously liable for these DMCA violations. Defendant had the legal right and practical ability to supervise and control the third parties' DMCA violations.

158. And Defendant had a direct financial interest in third parties' DMCA violations.

159. Defendant's vicarious violations of the DMCA were a substantial factor in causing Plaintiffs to lose profits and in causing Defendant to earn additional profits. Defendant's vicarious violations were also a substantial factor in causing numerous violations of the DMCA eligible for statutory damages.

PRAYER FOR RELIEF

160. WHEREFORE, Plaintiffs respectfully request that this Court:

- (a) award Plaintiffs their actual damages from the copyright infringements and Defendant's profits in such amount as may be found; alternatively, at Plaintiffs' election, for statutory damages pursuant to 17 U.S.C. § 504(a) and (c) against Defendant;
- (b) award Plaintiffs their reasonable attorneys' fees and costs pursuant to 17 U.S.C. § 505 and/or 17 U.S.C. § 1203(b)(5);
- (c) award Plaintiffs their actual damages from violations of Section 1202(a)-(b) of the Digital Millennium Copyright Act and Defendant's profits in such amount as may be found; or, in the alternative, at Plaintiffs' election, statutory damages for each violation pursuant to 17 U.S.C. § 1203(c);
- (d) order Defendant to adopt and reasonably implement a policy that provides for the termination of internet services to accounts at which there is repeat copyright infringements, under appropriate circumstances;
- (e) order Defendant to block users from accessing notorious piracy websites of foreign origin including those listed in the annual trade report of Notorious Foreign Markets published by the United States Government such as (a) YTS; (b) Piratebay; (c) Rarbg; and (d) 1337x on networks under its control to prevent further pirating of Plaintiffs' Works; and

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

JURY DEMAND

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

Dated: September 13, 2022

Respectfully submitted by,

s/ Jeremy E. Abay

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**Pro hac vice admission to be sought.*