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12 UNITED STATES DISTRICT COURT
 13 CENTRAL DISTRICT OF CALIFORNIA
 14 WESTERN DIVISION
 15

16 COLUMBIA PICTURES INDUSTRIES,
 INC.; AMAZON CONTENT
 17 SERVICES, LLC; DISNEY
 ENTERPRISES, INC.; PARAMOUNT
 18 PICTURES CORPORATION;
 WARNER BROS. ENTERTAINMENT
 19 INC.; UNIVERSAL CITY STUDIOS
 PRODUCTIONS LLLP; UNIVERSAL
 20 TELEVISION LLC; and UNIVERSAL
 CONTENT PRODUCTIONS LLC,

21 Plaintiffs,

22 v.

23 ALEJANDRO GALINDO and DOES 1-
 24 20,

25 Defendants.

Case No.

COMPLAINT FOR COPYRIGHT INFRINGEMENT

DEMAND FOR JURY TRIAL

1 Plaintiffs bring this Complaint against Alejandro Galindo (“Galindo”) and
2 DOES 1-20 (collectively with Galindo, “Defendants”) for direct and secondary
3 copyright infringement under the Copyright Act (17 U.S.C. § 101 *et seq.*). This
4 Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338(a), and 17
5 U.S.C. § 501(b). Plaintiffs allege, on personal knowledge as to themselves and
6 information and belief as to others, as follows:

7 **INTRODUCTION**

8 1. Defendants own and operate the infringing Internet Protocol television
9 (“IPTV”) service commonly referred to as Nitro TV. Defendants offer Nitro TV
10 subscription packages consisting of thousands of live and title-curated television
11 channels available twenty-four hours a day, seven days a week, throughout the
12 United States and abroad. The channels available on Nitro TV include many of the
13 world’s most popular television programs and motion pictures such as *The Office*,
14 *Spider-Man: Homecoming*, *Toy Story 3*, *Star Trek Beyond*, *Homecoming* and *Joker*,
15 including works whose copyrights Plaintiffs own or exclusively control
16 (“Copyrighted Works”). Plaintiffs and/or their affiliates have invested and continue
17 to invest substantial resources and effort each year to develop, produce, distribute,
18 and publicly perform their Copyrighted Works through legitimate market channels
19 that in aggregate create a content ecosystem that is safe and reliable for consumers.
20 Defendants’ unlawful conduct in operating Nitro TV directly and willfully subverts
21 that ecosystem through pursuit of illicit profits from massive and blatant
22 infringement of Plaintiffs’ Copyrighted Works.

23 2. Upon paying Nitro TV’s subscription fees, subscribers are provided
24 with credentials enabling access to an array of television channels, curated by
25 Defendants, via the web-based Nitro TV platform as well as the Nitro TV application
26 for use on mobile phones and smart TVs (collectively the “Nitro TV Platforms”)
27 which Defendants control. Through and in connection with these distribution outlets
28 and systems they devised, architected, and control, Defendants illegally reproduce

1 and publicly perform the Copyrighted Works in vast numbers without Plaintiffs’
2 authorization and facilitate, induce, and contribute to infringement of the
3 Copyrighted Works by others.

4 3. Defendants’ ongoing and massive infringement is willful. Defendants
5 know they are violating Plaintiffs’ rights to exploit the Copyrighted Works. Indeed,
6 Defendants have actively selected the programming that they sell and stream
7 illegally to subscribers on Nitro TV Platforms, notified Nitro TV subscribers when
8 channels containing Plaintiffs’ Copyrighted Works have been added, asked
9 subscribers for feedback regarding what television programs they would like
10 Defendants to add to Nitro TV’s channel lineup, and apparently added television
11 shows in response to subscribers’ feedback. Further, Defendants continued to offer
12 their blatantly infringing service even after they became aware of a lawsuit against
13 a similarly infringing IPTV service “Set TV Now” and have also continued to offer
14 Nitro TV after the operators of the Set TV Now service were adjudicated to be
15 infringing Plaintiffs’ copyrights and were enjoined.

16 4. Defendants’ knowledge that their acts are illegal is further confirmed
17 by Defendants’ concerted efforts to hide their tracks and operate anonymously. For
18 example, the primary Nitro TV website used to obtain credentials to access the Nitro
19 TV Platforms conceals registrant information from public access. Likewise,
20 Defendants have not registered a Digital Millennium Copyright Act (“DMCA”) agent
21 for any Nitro TV website they have operated. Moreover, as described further
22 below, Galindo has advised Nitro TV subscribers on how to hide their locations from
23 detection when using the Nitro TV Platforms.

24 5. On top of selling Nitro TV subscriptions directly to users, Defendants
25 have also developed an extensive and expanding web of Nitro TV resellers. As
26 explained in more detail below, these resellers market and sell Defendants’
27 infringing Nitro TV service throughout the United States and around the world. By
28

1 creating and cultivating their reseller program, Defendants have dramatically
2 increased their ill-gotten gains flowing from infringement.

3 6. Defendants' entire business amounts to nothing more than a brazen,
4 large-scale copyright infringement operation, undertaken to maximize ill-gotten
5 profits for as long as possible. Plaintiffs have brought this action to stop Defendants'
6 ongoing copyright infringement and to secure damages resulting from Defendants'
7 infringing conduct.

8 **JURISDICTION AND VENUE**

9 7. This Court has subject matter jurisdiction over this Complaint pursuant
10 to 28 U.S.C. §§ 1331, 1338(a), and 17 U.S.C. § 501(b).

11 8. This Court has personal jurisdiction over Defendants. Defendants have:
12 transacted business within California; transacted business with California
13 companies, resellers, and consumers; committed the tortious act of copyright
14 infringement within California; and have caused tortious injuries within California
15 resulting from acts occurring outside California.

16 9. Defendants operate the website TekkHosting.com (the "Website").
17 During the relevant time, Defendants have marketed and sold Nitro TV subscriptions
18 to end users in California as well as TekkHosting Nitro Reseller Credits (which are
19 exchanged for Nitro TV subscriber credentials) to resellers in California, via the
20 Website and other interactive websites, and have profited from the sale of the same.

21 10. In furtherance of their infringement, Defendants do business with
22 California-based companies, including but not limited to (a) Cloudflare, Inc., a
23 company that provides content delivery and domain name services and is
24 headquartered in San Francisco, California; and (b) Facebook, which is
25 headquartered in Menlo Park, California and which Defendants have used to
26 advertise and promote Nitro TV subscriptions and to build the Nitro TV reseller
27 network.

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1 11. Defendants' unauthorized exploitation of the Copyrighted Works has
2 caused harm to Plaintiffs in California. Defendants reasonably expected or should
3 have reasonably expected their acts to cause harm in California because Plaintiffs
4 maintain either headquarters or offices in California, and it is the location of a
5 significant portion of Plaintiffs' production and distribution operations.

6 12. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b),
7 1400(a).

8 **THE PARTIES**

9 13. Plaintiff Columbia Pictures Industries, Inc. ("Columbia") is a
10 corporation duly incorporated under the laws of the State of Delaware with its
11 principal place of business in Culver City, California. Columbia owns or controls
12 copyrights or exclusive rights in content that it or its affiliates produce or distribute.

13 14. Plaintiff Amazon Content Services, LLC ("Amazon") is a corporation
14 duly incorporated under the laws of the State of Delaware with its principal place of
15 business in Seattle, Washington. Amazon owns or controls the copyrights or
16 exclusive rights in the content that it or its affiliates produce or distribute.

17 15. Plaintiff Disney Enterprises, Inc. ("Disney") is a corporation duly
18 incorporated under the laws of the State of Delaware with its principal place of
19 business in Burbank, California. Disney owns or controls copyrights or exclusive
20 rights in content that it or its affiliates produce or distribute.

21 16. Plaintiff Paramount Pictures Corporation ("Paramount") is a
22 corporation duly incorporated under the laws of the State of Delaware with its
23 principal place of business in Los Angeles, California. Paramount owns or controls
24 copyrights or exclusive rights in content that it or its affiliates produce or distribute.

25 17. Plaintiff Warner Bros. Entertainment Inc. ("Warner Bros.") is a
26 corporation duly incorporated under the laws of the State of Delaware with its
27 principal place of business in Burbank, California. Warner Bros. owns or controls
28 copyrights or exclusive rights in content that it or its affiliates produce or distribute.

1 18. Plaintiff Universal City Studios Productions LLLP (“UCSP”) is a
2 limited liability limited partnership duly organized under the laws of the State of
3 Delaware with its principal place of business in Universal City, California. UCSP
4 owns or controls copyrights or exclusive rights in content that it or its affiliates
5 produce or distribute.

6 19. Plaintiff Universal Television LLC (formerly known as NBC Studios
7 LLC) (“UT”) is a limited liability company duly organized under the laws of the
8 State of New York with its principal places of business in Universal City, California
9 and New York, New York. UT owns or controls copyrights or exclusive rights in
10 content that it or its affiliates produce or distribute.

11 20. Plaintiff Universal Content Productions LLC (formerly known as
12 Universal Cable Productions LLC and Universal Network Television, LLC)
13 (“UCP”) is a limited liability company duly organized under the laws of the State of
14 Delaware with its principal place of business in Universal City, California. UCP
15 owns or controls the copyrights or exclusive rights in the content that it or its
16 affiliates produce or distribute.

17 21. Plaintiffs have obtained Certificates of Copyright Registration for their
18 Copyrighted Works. **Exhibit A** contains a representative list of titles, along with
19 their registration numbers, as to which Defendants have directly and secondarily
20 infringed, and continue to do so.

21 22. Defendant Alejandro Galindo (“Galindo”) resides in or around
22 Dickinson, Texas.

23 23. Plaintiffs do not presently know the true names of the DOE defendants.
24 Plaintiffs are informed and believe, and on the basis of that information allege, that
25 each of the DOE defendants was in some manner proximately responsible for the
26 events alleged in this Complaint and for the injuries and damages alleged herein.
27 Plaintiffs will amend this Complaint to assert the true names and/or capacities of the
28 DOE defendants when their names are ascertained.

BACKGROUND FACTS

Plaintiffs and Their Copyrighted Works

24. Plaintiffs and/or their affiliates produce and distribute a significant portion of the world’s most sought-after, critically acclaimed, and award-winning television programs and motion pictures.

25. They also own or hold the exclusive U.S. rights (among others) to reproduce, distribute, and publicly perform the Copyrighted Works, including by means of streaming those works over the Internet to the public.

26. Plaintiffs, either directly or indirectly through their affiliates, authorize the legitimate distribution and public performance of the Copyrighted Works in various formats and through multiple distribution channels, including, by way of example: (a) through cable and direct-to-home satellite services (including basic, premium, and “pay-per-view”); (b) through authorized, licensed Internet video-on-demand (“VOD”) services, including those operated by Amazon, iTunes, Google Play, Disney+, and VUDU; (c) through authorized, licensed Internet or over-the-top (“OTT”) streaming services, including those offered by Hulu TV, Fubo TV, Sling TV, YouTube TV, and others; (d) for private home viewing on DVD, Blu-ray, and UHD discs; (e) for exhibition in theaters; and (f) for broadcast television.

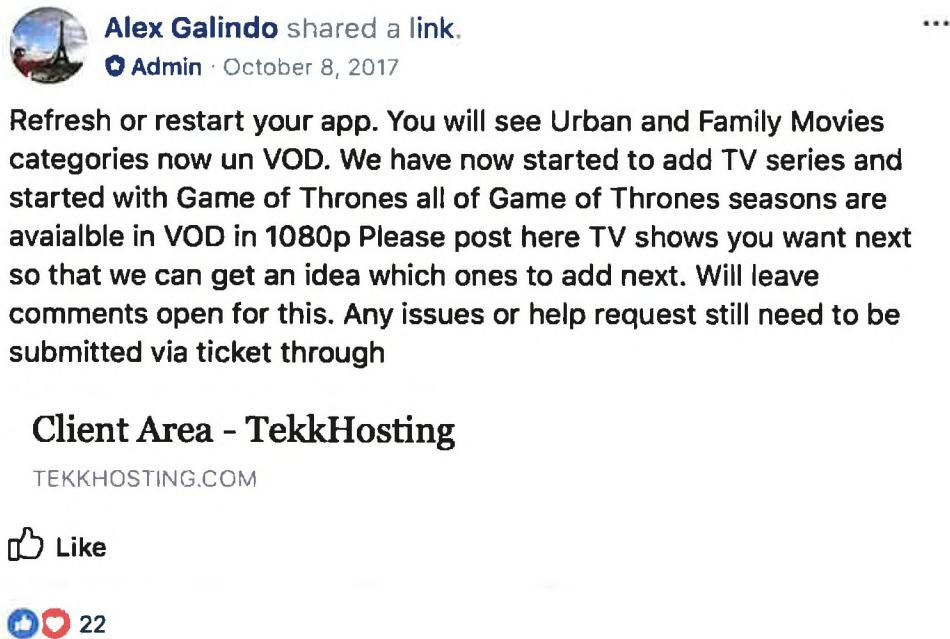
Defendants’ Direct and Secondary Infringement of Plaintiffs’ Copyrighted Works

27. Plaintiffs’ Copyrighted Works have been and are being streamed live to Nitro TV subscribers, as well as being provided on an on-demand basis, via the Nitro TV Platforms without Plaintiffs’ authorization. The Nitro TV Platforms—which compete with and undermine authorized cable and Internet on demand services—are available on a subscription basis and are controlled by Defendants, who profit from the sale of subscriptions to the Nitro TV Platforms.

28. To market and promote the Nitro TV Platforms, Defendant Galindo created the NITROTV Official Facebook group,

1 www.facebook.com/groups/Nitroiptv/ (“Nitro TV Facebook Group”). As the
2 creator and an administrator of the Nitro TV Facebook Group, Galindo used it to
3 market and promote Nitro TV subscriptions, to induce, encourage, and facilitate
4 infringement, and to expand Defendants’ web of Nitro TV subscription resellers.
5 Among other things, as reflected in the screen shot below, Defendants used this
6 Facebook group platform to inform subscribers of Nitro TV’s new channels and
7 program offerings, to provide subscribers with updates about the Nitro TV
8 Platforms, and to invite subscribers to post on the Nitro TV Facebook Group page
9 the TV shows they wanted added to Nitro TV.

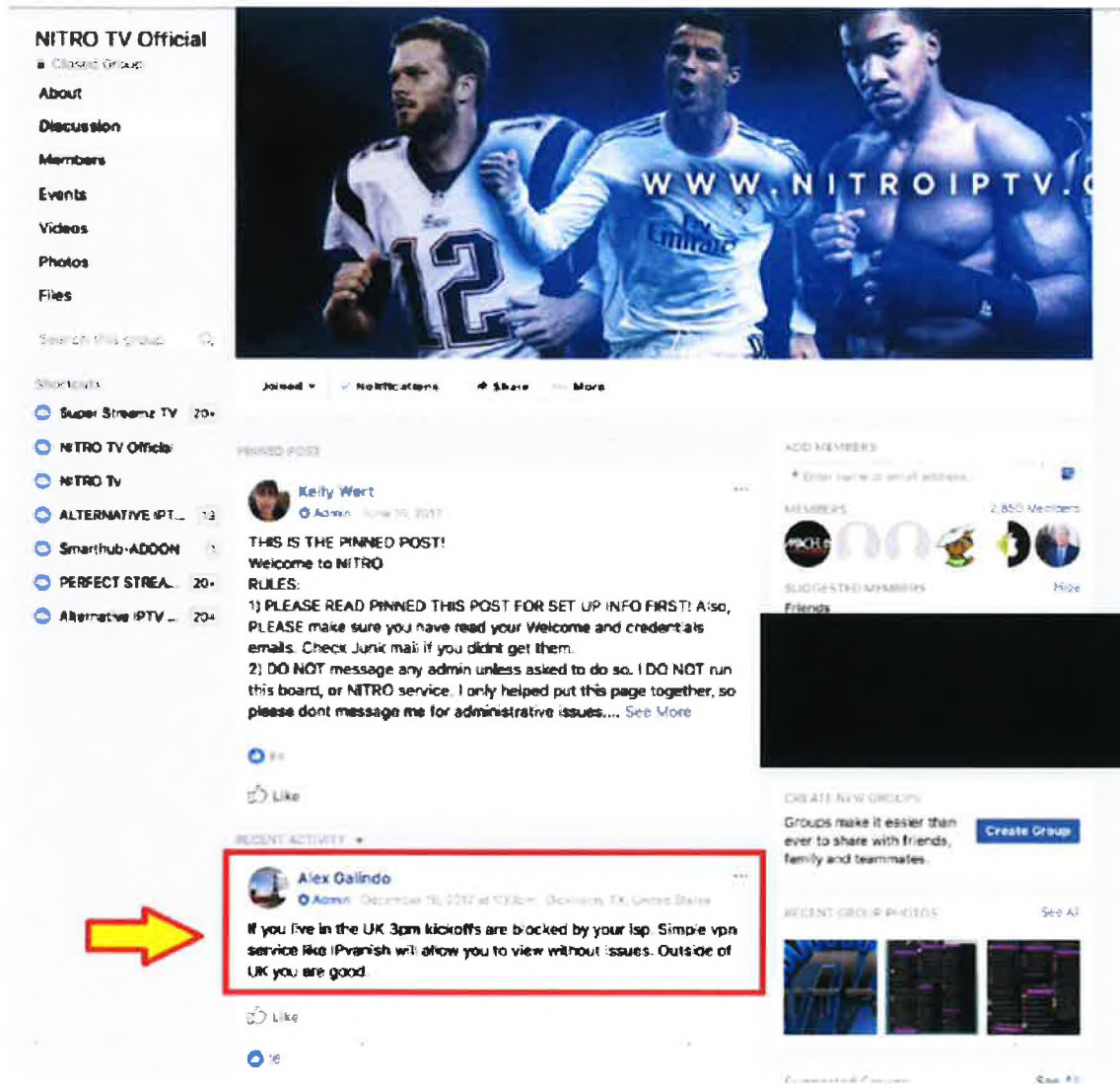
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29. Defendants have added title-curated television channels to Nitro TV’s
channel lineup apparently in response to subscribers’ responses to requests for their
feedback.

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1 30. Defendants even used the Nitro TV Facebook Group as a vehicle to
2 advise Nitro TV subscribers how to hide infringing activity. For example, as
3 reflected below, Galindo advised users to use a VPN, which would mask the users'
4 unique IP address and location and enable access to restricted content:



24 31. Defendants use their Website, TekkHosting.com, as their primary
25 interface through which users may receive access credentials to the infringing
26 service. To obtain credentials allowing access to the programs via the unauthorized
27 Nitro TV Platforms, a subscriber must either (a) purchase a subscription through the
28 Website or other website controlled by Defendants or (b) purchase a subscription

1 through a Nitro TV reseller who has purchased TekkHosting Nitro Reseller Credits
2 on the Website or through other means controlled by Defendants such as
3 nitroiptv.com.

4 32. Nitro TV subscriptions typically sell for \$20 per month for two devices.
5 Upon paying the monthly subscription fee, a new subscriber receives an email within
6 approximately 24 hours providing the necessary Nitro TV credentials and a link to
7 the Nitro TV application (the “App”) for the subscriber to download onto one or
8 more devices (e.g., laptop or Android phone).

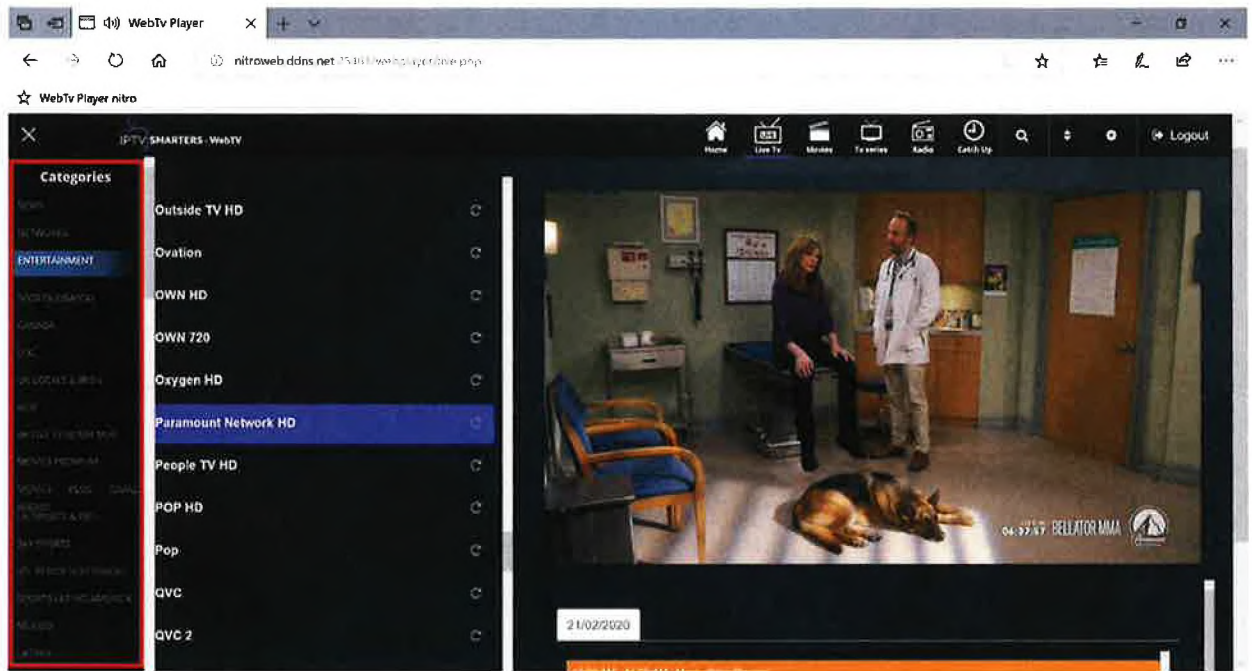
9 33. Upon downloading the App and launching one of the Nitro TV
10 Platforms with their subscriber credentials, Nitro TV subscribers have been greeted
11 by the message: “Enjoy the best television channels with the best IPTV App!”

12 34. Defendants prompt Nitro TV subscribers go to Live TV or view their
13 TV Guide:



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1 35. Upon selecting Live TV, Nitro TV subscribers are provided with a
 2 collection of television programming curated by Defendants. The sheer volume of
 3 channels that Defendants have captured to provide on the Nitro TV Platforms
 4 requires organization by category or genre (e.g., Entertainment, Network, News,
 5 Sports, Kids, 24/7) as depicted in the screenshot below:



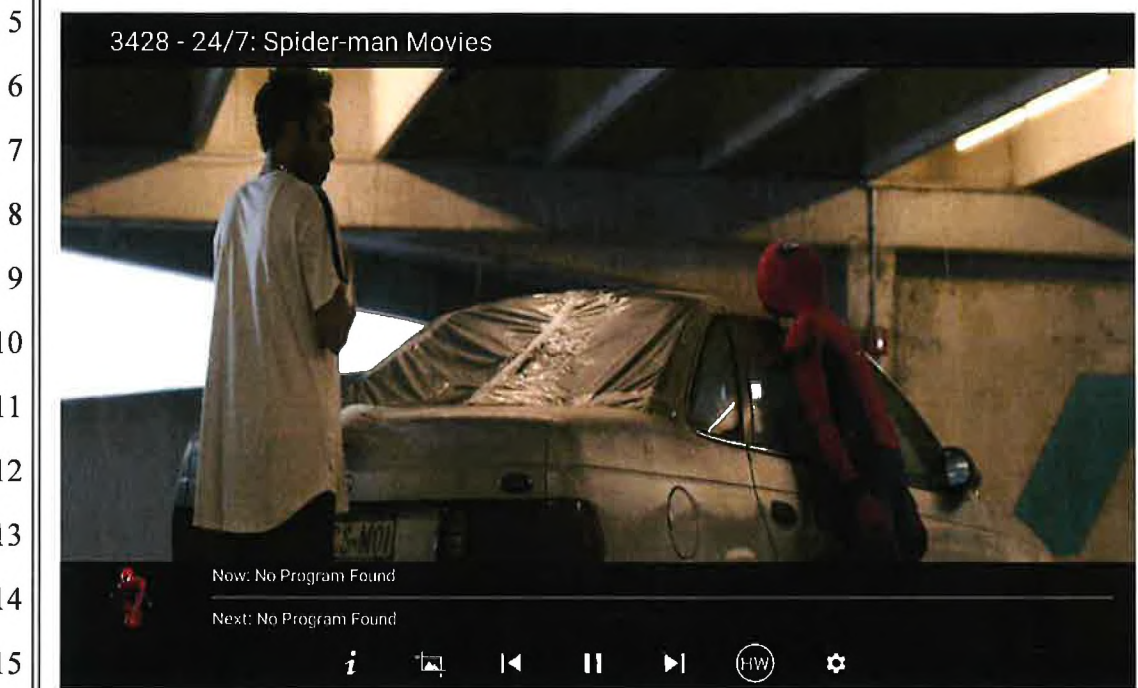
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18 36. Defendants offer thousands of live television channels. The live
 19 television channel offerings are streamed contemporaneously with the original
 20 source of the telecast. In other words, the television program airing on a television
 21 channel (e.g., FX, the Disney Channel, Paramount Network) through an authorized
 22 source (e.g., a cable operator, satellite TV provider) is available on the Nitro TV
 23 Platforms at the same time. Many of these television channels include the
 24 Copyrighted Works.

25 37. Upon clicking on one of the live television program offerings, the Nitro
 26 TV system assembled, operated, controlled, and managed by Defendants transmits
 27 the television program, including Plaintiffs' Copyrighted Works, to the Nitro TV
 28 subscriber. Initially the television program will appear in a window on the right of

1 the viewing device. With the click of a button, the program may be maximized to
2 fill the entire screen.

3 38. Below are screenshots depicting just a couple of Plaintiffs' Copyrighted
4 Works streamed by Defendants:



1 39. Reflecting their targeting of California subscribers, Defendants obtain
2 and include on Nitro TV Platforms a collection of broadcast television networks
3 throughout California such as the Los Angeles ABC, CBS, CW, NBC and FOX
4 networks reflected below:

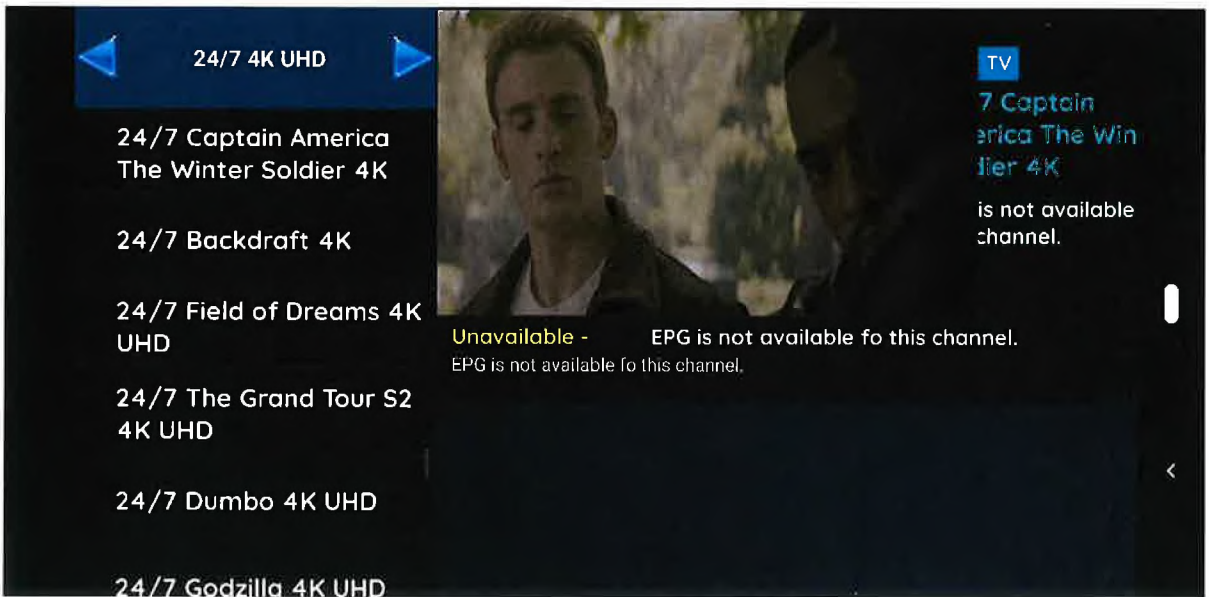
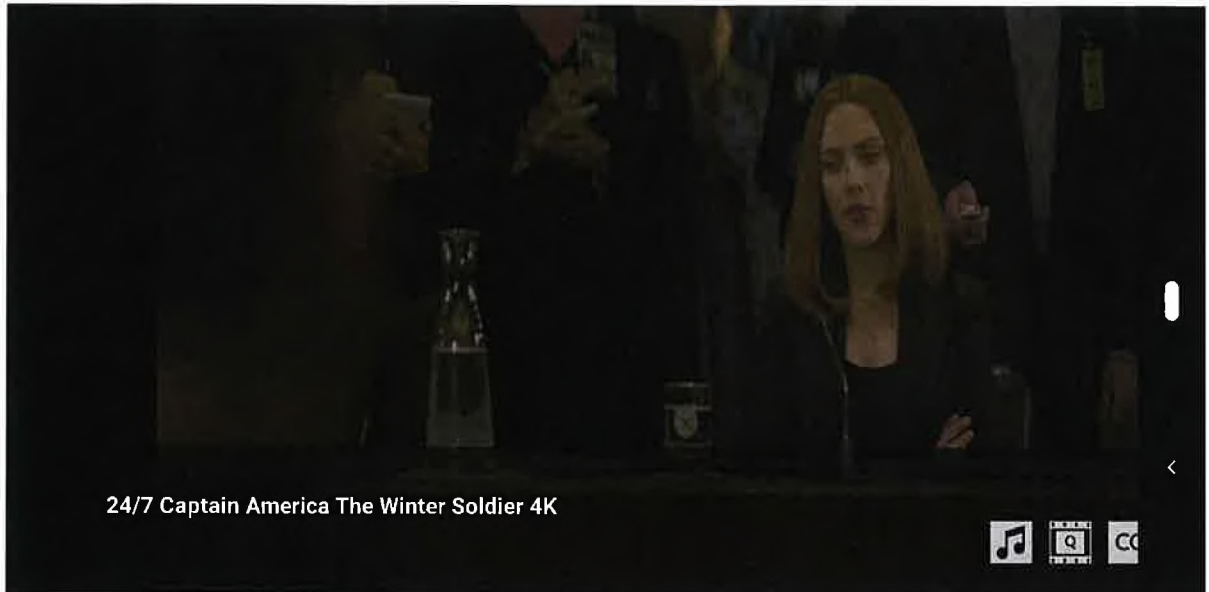


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16 40. Defendants also offer a VOD service on the Nitro TV Platforms in the
17 form of Nitro TV's "Catch Up" feature. When a Nitro TV subscriber selects the
18 "Catch Up" option (which is displayed in the lower right hand corner of the
19 screenshot of Nitro TV in Paragraph 34, above), they are offered television
20 programming from the prior two days. For example, a Nitro TV subscriber using
21 this feature on a Monday would be shown a guide of what aired on Sunday and
22 Saturday, and may select and watch a program that was telecast at a specific time
23 and on a specific channel (e.g., Disney Channel, Paramount Network) during the
24 prior two days. This type of VOD service is only possible by copying the
25 programming.

26 41. In addition to the collection of live television channels that Defendants
27 have amassed, Defendants offer "24/7," title-curated channels devoted to a single
28 television series, motion picture, or franchise. By way of example, the 24/7 channel

1 dedicated to Season 1 of *Peaky Blinders* streams the episodes from Season 1 of that
2 series in order. Similarly, the 24/7 channel dedicated to Marvel's *Captain America:
3 The Winter Soldier* streams that single movie repeatedly, as reflected from the
4 screenshots below:



24
25 42. Defendants offer some of Plaintiffs' most popular Copyrighted Works
26 through these 24/7 channels, such as *Friends*, *Fleabag*, *Spider-Man* motion pictures,
27 and *The Mentalist*. To create and offer such channels, Plaintiffs' Copyrighted Works
28 have been reproduced and then assembled in a continuous loop for the purpose of

1 transmitting them nonstop to Nitro TV subscribers via the Nitro TV Platform—all
2 without Plaintiffs’ authorization.

3 43. As noted above, to expand Nitro TV’s subscriber base and their ill-
4 gotten profits, Defendants developed and operate a Nitro TV reseller program,
5 creating an extensive and expanding network of Nitro TV resellers. Defendants have
6 dramatically increased their profits from infringement by selling TekkHosting Nitro
7 Reseller Credits to resellers for credentials to access Nitro TV. In turn, Defendants’
8 network of resellers market and promote Nitro TV to attract new subscribers to the
9 illegal Nitro TV service. When a reseller sells a Nitro TV subscription, access
10 credentials are provided to the Nitro TV Platforms in exchange for debiting the
11 reseller’s credits.

12 44. Volume discounts incentivize resellers to buy large quantities of credits
13 and boost their subscription sales. For example, as reflected in the screenshot on the
14 next page, a reseller buying 20 credits would pay \$10 per credit, while a reseller
15 purchasing 1,000 credits would pay less than \$5 per credit. As a reseller typically
16 sells Nitro TV subscriptions for \$20 per month, a high-volume reseller will keep
17 more from each subscription that it sells. Defendants, in turn, gain a larger number
18 of subscribers paying them monthly fees for Defendants’ infringing service.

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Show Menu

Choose your package

<div style="background-color: #003366; color: white; padding: 10px; border: 1px solid #003366;"> <p>15 TekkHosting Nitro Reseller Credits</p> <p>\$165.00 USD One Time</p> <p>Order Now</p> </div> <p style="font-size: small;">This is for First time Re-sellers to Sign up and become a Re-seller. This includes 15 Credits</p>	<div style="background-color: #003366; color: white; padding: 10px; border: 1px solid #003366;"> <p>20 TekkHosting Nitro Reseller Credits</p> <p>\$200.00 USD One Time</p> <p>Order Now</p> </div> <p style="font-size: small;">20 TekkHosting Nitro Reseller Credits (New or Existing Resellers)</p>	<div style="background-color: #003366; color: white; padding: 10px; border: 1px solid #003366;"> <p>30 TekkHosting Nitro Reseller Credits</p> <p>\$250.00 USD One Time</p> <p>Order Now</p> </div> <p style="font-size: small;">30 TekkHosting Nitro Reseller Credits</p>
<div style="background-color: #003366; color: white; padding: 10px; border: 1px solid #003366;"> <p>50 TekkHosting Nitro Reseller Credits</p> <p>\$425.00 USD One Time</p> <p>Order Now</p> </div> <p style="font-size: small;">50 TekkHosting Nitro Reseller Credits</p>	<div style="background-color: #003366; color: white; padding: 10px; border: 1px solid #003366;"> <p>100 TekkHosting Nitro Reseller Credits</p> <p>\$800.00 USD One Time</p> <p>Order Now</p> </div> <p style="font-size: small;">100 TekkHosting Nitro Reseller Credits</p>	<div style="background-color: #003366; color: white; padding: 10px; border: 1px solid #003366;"> <p>200 TekkHosting Nitro Reseller Credits</p> <p>\$1180.00 USD One Time</p> <p>Order Now</p> </div> <p style="font-size: small;">200 TekkHosting Nitro Reseller Credits</p>
<div style="background-color: #003366; color: white; padding: 10px; border: 1px solid #003366;"> <p>500 TekkHosting Nitro Reseller Credits</p> <p>\$2450.00 USD One Time</p> <p>Order Now</p> </div> <p style="font-size: small;">500 TekkHosting Nitro Reseller Credits</p>	<div style="background-color: #003366; color: white; padding: 10px; border: 1px solid #003366;"> <p>TekkHosting Nitro Resellers 1,000 TekkHosting Nitro Reseller Credits</p> <p>\$4600.00 USD One Time</p> <p>Order Now</p> </div> <p style="font-size: small;">1000 TekkHosting Nitro Reseller Credits</p>	<div style="background-color: #003366; color: white; padding: 10px; border: 1px solid #003366;"> <p>Existing Reseller Credit Refill 15 credits</p> <p>\$165.00 USD One Time</p> <p>Order Now</p> </div>
<div style="background-color: #003366; color: white; padding: 10px; border: 1px solid #003366;"> <p>500 TekkHosting Nitro Reseller Credits</p> <p>\$2450.00 USD One Time</p> <p>Order Now</p> </div> <p style="font-size: small;">500 TekkHosting Nitro Reseller Credits</p>	<div style="background-color: #003366; color: white; padding: 10px; border: 1px solid #003366;"> <p>TekkHosting Nitro Resellers 1,000 TekkHosting Nitro Reseller Credits</p> <p>\$4600.00 USD One Time</p> <p>Order Now</p> </div> <p style="font-size: small;">1000 TekkHosting Nitro Reseller Credits</p>	<div style="background-color: #003366; color: white; padding: 10px; border: 1px solid #003366;"> <p>Existing Reseller Credit Refill 15 credits</p> <p>\$165.00 USD One Time</p> <p>Order Now</p> </div>
<div style="background-color: #003366; color: white; padding: 10px; border: 1px solid #003366;"> <p>Existing Reseller Credit Refill 20 Credits</p> <p>\$200.00 USD One Time</p> <p>Order Now</p> </div>	<div style="background-color: #003366; color: white; padding: 10px; border: 1px solid #003366;"> <p>Existing Reseller Credit Refill 30 credits</p> <p>\$290.00 USD One Time</p> <p>Order Now</p> </div>	<div style="background-color: #003366; color: white; padding: 10px; border: 1px solid #003366;"> <p>Existing Reseller Credit Refill 50 credits</p> <p>\$410.00 USD One Time</p> <p>Order Now</p> </div>
<div style="background-color: #003366; color: white; padding: 10px; border: 1px solid #003366;"> <p>Existing Reseller Credit Refill 100 Credits</p> <p>\$700.00 USD One Time</p> <p>Order Now</p> </div>	<div style="background-color: #003366; color: white; padding: 10px; border: 1px solid #003366;"> <p>Existing Reseller Credit Refill 200 Credits</p> <p>\$1125.00 USD One Time</p> <p>Order Now</p> </div>	<div style="background-color: #003366; color: white; padding: 10px; border: 1px solid #003366;"> <p>Existing Reseller Credit Refill 500 Credits</p> <p>\$2200.00 USD One Time</p> <p>Order Now</p> </div>

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1 45. The reseller program plays a pivotal role in Defendants' illegal
2 commercial enterprise. Defendants' web of resellers promotes Nitro TV as a
3 substitute for authorized and licensed distributors (e.g., cable television providers,
4 OTT streaming services). For example, Nitro TV is marketed as "simply the best
5 and most reliable streaming service on the market, featuring over 2,500 HD
6 streams." Nitro TV marketing also promotes that subscribers can access "NFL,
7 NHL, MLB, NBA, Soccer, UFC & PPV," "24/7 Channels & Premium Movies," "US
8 Regionals," and "Fitness, Music, Latino, Spanish, and more!" And Nitro TV offers
9 "many different subscriptions for you and your household to enjoy."

10 46. The sheer breadth of Defendants' illegal IPTV operation and the harm
11 to Plaintiffs is apparent. One of Defendants' resellers recently boasted about the
12 success of his resell efforts: "Over 45,000 customers activated in the last 12
13 months." That is just one Nitro TV reseller. There are scores of them.

14 **Immediate and Irreparable Harm Threatened by Defendants' Mass**
15 **Infringement**

16 47. The scope of Defendants' infringement of Plaintiffs' Copyrighted
17 Works is massive. Nitro TV is operating twenty-four hours a day, seven days a week
18 throughout the United States and abroad, infringing Plaintiffs' Copyrighted Works
19 in vast numbers on a daily basis.

20 48. Plaintiffs exercise their exclusive rights to license distributors and
21 downstream services to develop and grow markets for their copyrighted content,
22 particularly the emerging digital markets. Defendants' conduct usurps Plaintiffs'
23 control over the exercise of these exclusive rights, interfering with those distribution
24 strategies.

25 49. Defendants illegally and unfairly compete with live TV streaming
26 service providers who pay for permission to retransmit broadcast television, offering
27 live Internet TV while refusing to pay for the commercially bargained-for licenses
28 that the law requires. As such, Defendants also interfere with Plaintiffs' existing

1 relationships with legitimate online services. These legitimate services negotiate
2 their licenses and abide by contractual restrictions. Defendants need not honor such
3 contractual restrictions because they circumvent the licensing process altogether.
4 This unfair competition undermines the legitimate market for content streamed over
5 the Internet, which is a robust and growing part of Plaintiffs' businesses and an
6 important option to many consumers.

7 50. Defendants are also contributing to consumer confusion regarding what
8 is lawful and what is not by misleading customers to believe that the Nitro TV
9 service is also legitimate. In this way, Nitro TV subscribers and potential subscribers
10 may mistakenly view Nitro TV as a legal and sanctioned alternative to authorized
11 distribution outlets and licensees, when it is not. This harms the market for legitimate
12 services by drawing users away from Plaintiffs' legitimate licensees.

13 51. For these reasons, Plaintiffs bring this action to protect their rights and
14 end Defendants' wrongs.

15 **FIRST CAUSE OF ACTION**

16 **(Direct Copyright Infringement)**

17 52. Plaintiffs incorporate herein by reference each and every averment
18 contained in paragraphs 1 to 51 inclusive.

19 53. Under Section 106 of the Copyright Action, Plaintiffs own the
20 exclusive right to, among other things, make public performances of and reproduce
21 their Copyrighted Works.

22 54. Plaintiffs have never authorized Defendants to publicly perform or
23 reproduce their Copyrighted Works.

24 55. Defendants have infringed and continue to directly infringe thousands
25 of Plaintiffs' Copyrighted Works by violating Plaintiffs' exclusive rights to make
26 public performances of and reproduce the Copyrighted Works. Defendants, without
27 permission or consent of Plaintiffs, have (a) publicly performed and will continue to
28 publicly perform Plaintiffs' Copyrighted Works, including but not limited to those

1 worked listed on Exhibit A hereto, by transmitting them over the Internet to Nitro
2 TV subscribers; (b) reproduced and will continue to reproduce the Copyright Works
3 in connection offering the “Catch Up” VOD service described above and creating
4 24/7 channels; and (c) reproduced the Copyright Works in connection with offering
5 other VOD services and the existing 24/7 channels.

6 56. Defendants’ acts of infringement are willful, in disregard of and with
7 indifference to Plaintiffs’ rights.

8 57. As a direct and proximate result of the infringements by Defendants,
9 Plaintiffs are entitled to damages and Defendants’ profits in amounts to be proven at
10 trial.

11 58. Alternatively, at their election, Plaintiffs are entitled to statutory
12 damages, up to the maximum amount of \$150,000 per infringed work by virtue of
13 Defendants’ willful infringement, or for such other amounts as may be proper under
14 17 U.S.C. § 504.

15 59. Plaintiffs further are entitled to recover their attorneys’ fees and full
16 costs pursuant to 17 U.S.C. § 505.

17 60. As a direct and proximate result of the foregoing acts and conduct,
18 Plaintiffs have sustained and will continue to sustain substantial, immediate and
19 irreparable injury, for which there is no adequate remedy at law. Unless enjoined
20 and restrained by this Court, Defendants will continue to infringe Plaintiffs’ rights
21 in the Copyrighted Works. Plaintiffs are entitled to injunctive relief under 17 U.S.C.
22 § 502.

23 **SECOND CAUSE OF ACTION**

24 **(Contributory Copyright Infringement by Knowingly and Materially**
25 **Contributing to the Infringement of the Copyrighted Works)**

26 61. Plaintiffs incorporate herein by reference each and every averment
27 contained in paragraphs 1 to 60 inclusive.

28

1 62. To the extent Defendants claim that it is third parties, not Defendants,
2 who are violating Plaintiffs' exclusive public performance and reproduction rights
3 under the Copyright Act, Defendants are knowingly and materially contributing to
4 such infringement. Defendants have actual knowledge of the third parties'
5 infringement. Defendants systematically amassed from these third parties thousands
6 of channels, many of which include Plaintiffs' Copyrighted Works consisting of
7 some of the most sought after, valuable television programs and motion pictures in
8 existence. Defendants sell access to this vast array of channels on Nitro TV without
9 authorization for \$20 per month—a figure so incongruous with market rates that it
10 shows that Defendants necessarily know, or are deliberately and willfully blind to
11 the fact, that third parties are infringing Plaintiffs' copyrights by transmitting them
12 without authorization. Indeed, Defendants' knowledge of ongoing infringement is
13 clear. Defendants are cloaking and anonymizing their actions and their Website
14 because they know what they—and the third parties—are doing is illegal. Galindo
15 has also advised Nitro TV subscribers on how to hide their locations from detection
16 when using the Nitro TV Platforms.

17 63. Defendants materially contribute to such infringement. Defendants
18 configure and promote the use of the Nitro TV Platform to connect subscribers to
19 unauthorized online sources streaming Plaintiffs' Copyrighted Works. The operators
20 of these repositories or others operating in concert with them, control facilities and
21 equipment used to store and transmit Plaintiffs' Copyrighted Works and cause the
22 content to be transmitted upon requests made via the Nitro TV Platforms to Nitro
23 TV subscribers. The operators of these repositories, or others operating in concert
24 with them directly, infringe Plaintiffs' exclusive reproduction and public
25 performance rights by copying and publicly performing the Copyrighted Works
26 without Plaintiffs' authorization.

27 64. Defendants knowingly and materially contribute to aforementioned
28 infringement by operating the Website and supplying the Nitro TV Platforms that

1 facilitate, encourage, and enable such direct infringement, and by actively
2 encouraging, promoting and contributing to the use of Defendants' products and
3 services for such copyright infringement.

4 65. Defendants' knowing and material contribution to the infringement of
5 Plaintiffs' rights in each of the Copyrighted Works constitutes a separate and distinct
6 act of infringement.

7 66. Defendants' knowing and material contribution to the infringement of
8 the Copyrighted Works is willful, intentional, and purposeful, and in disregard of
9 and with indifference to the rights of Plaintiffs.

10 67. As a direct and proximate result of the infringement by Defendants,
11 Plaintiffs are entitled to damages and Defendants' profits in amounts to be proven at
12 trial.

13 68. Alternatively, at their election, Plaintiffs are entitled to statutory
14 damages, up to the maximum amount of \$150,000 per infringed work, by virtue of
15 Defendants' willful infringement, or for such other amounts as may be proper under
16 17 U.S.C. § 504.

17 69. Plaintiffs further are entitled to recover their attorneys' fees and full
18 costs pursuant to 17 U.S.C. § 505.

19 70. As a direct and proximate result of the foregoing acts and conduct,
20 Plaintiffs have sustained and will continue to sustain substantial, immediate and
21 irreparable injury, for which there is no adequate remedy at law. Unless enjoined
22 and restrained by this Court, Defendants will continue to infringe Plaintiffs' rights
23 in the Copyrighted Works. Plaintiffs are entitled to injunctive relief under 17 U.S.C.
24 § 502.

25 **THIRD CAUSE OF ACTION**

26 **(Intentionally Inducing the Infringement of the Copyrighted Works)**

27 71. Plaintiffs incorporate herein by reference each and every averment
28 contained in paragraphs 1 to 70 inclusive.

1 72. Defendants intentionally induce the infringement of Plaintiffs'
2 exclusive rights under the Copyright Act, including infringement of Plaintiffs'
3 exclusive right to reproduce and publicly perform their works.

4 73. To the extent Defendants may claim that others are exercising
5 Plaintiffs' exclusive public performance and reproduction rights under the Copyright
6 Act, Defendants induce such infringement by supplying and promoting the use of
7 the Nitro TV Platforms to connect customers to unauthorized online sources that
8 stream Plaintiffs' copyrighted works, and by actively inducing, encouraging, and
9 promoting the use of Nitro TV for copyright infringement.

10 74. Defendants' intentional inducement of the infringement of Plaintiffs'
11 rights in each of the Copyrighted Works constitutes a separate and distinct act of
12 infringement.

13 75. Defendants' inducement of the infringement of the Copyrighted Works
14 is willful, intentional, and purposeful, and in disregard of and with indifference to
15 the rights of Plaintiffs.

16 76. As a direct and proximate result of the infringement that Defendants
17 intentionally induce, Plaintiffs are entitled to damages and Defendants' profits in
18 amounts to be proven at trial.

19 77. Alternatively, at their election, Plaintiffs are entitled to statutory
20 damages, up to the maximum amount of \$150,000 per infringed work, by virtue of
21 Defendants' willful infringement, or for such other amounts as may be proper under
22 17 U.S.C. § 504.

23 78. Plaintiffs further are entitled to recover their attorneys' fees and full
24 costs pursuant to 17 U.S.C. § 505.

25 79. As a direct and proximate result of the foregoing acts and conduct,
26 Plaintiffs have sustained and will continue to sustain substantial, immediate and
27 irreparable injury, for which there is no adequate remedy at law. Unless enjoined
28 and restrained by this Court, Defendants will continue to infringe Plaintiffs' rights

1 in the Copyrighted Works. Plaintiffs are entitled to injunctive relief under 17 U.S.C.
2 § 502.

3
4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiffs pray for judgment against Defendants and for the
6 following relief:

7 1. For preliminary and permanent injunctions (a) enjoining Defendants
8 and their officers, agents, servants, employees, attorneys, and all persons acting in
9 active concert or participation with them, from publicly performing, reproducing,
10 distributing or otherwise infringing in any manner (including without limitation by
11 materially contributing to or intentionally inducing the infringement of) any right
12 under copyright in any of the Copyrighted Works, including without limitation by
13 publicly performing or reproducing those Works, or by distributing any software or
14 providing any service or device that does or facilitates any of the foregoing acts; and
15 (b) impounding hardware in Defendants' possession, custody, or control, and any
16 and all documents or other records in Defendants' possession, custody, or control
17 relating to Defendants' direct and secondary infringement of the Copyrighted
18 Works.

19 2. For entry of a preliminary injunction enjoining Namecheap, Inc. and
20 Domain.com LLC, the respective domain name registrars for the TekkHosting.com
21 and NitroIPTV.com domain names ("Infringing Domain Names"), as well as all
22 others who receive notice of the Court's order, from allowing the Infringing Domain
23 Names to be modified, sold, transferred to another owner, or deleted. Such entities
24 are further ordered to disable access to the Infringing Domain Names. As part of
25 accomplishing this, these entities shall take the following steps:

26 a. Maintain unchanged the WHOIS or similar contact and identifying
27 information as of the time of receipt of this Order and maintain the
28 Infringing Domain Names with the current registrar;

- 1 b. Immediately change the authoritative name-servers for the
2 Infringing Domain Names to name-servers controlled by Plaintiffs
3 pending further direction from this Court, the effect of which would
4 be to make the Infringing Domain Names inaccessible during this
5 period;
- 6 c. Prevent transfer of the Infringing Domain Names and any further
7 modification of any aspect of the domain registration records of the
8 Infringing Domain Names by Defendants or third parties at the
9 registrar or by other means; and
- 10 d. Preserve all evidence that may be used to identify the entities using
11 the Infringing Domain Names.

12 3. For entry of an order requiring Namecheap, Inc. and Domain.com LLC,
13 the respective domain name registrars for the Infringing Domain Names, as well as
14 all others who receive notice of the court's order, to transfer these domain names
15 and any additional domain names found to be associated with Defendants' operation
16 of Nitro TV to a registrar to be appointed by Plaintiffs to re-register the domain
17 names in Plaintiffs' names, or the name(s) of their designee(s), and under Plaintiffs'
18 ownership.

19 4. For Plaintiffs' damages and Defendants' profits in such amount as may
20 be found; alternatively, at Plaintiffs' election, for maximum statutory damages or for
21 such other amounts as may be proper pursuant to 17 U.S.C. § 504(c).

22 5. For an accounting, the imposition of a constructive trust, restitution of
23 Defendants' unlawful proceeds from copyright infringement, and damages
24 according to proof.

25 6. For a declaration that Defendants' activities as alleged herein constitute
26 direct and secondary copyright infringement of Plaintiffs' exclusive rights under
27 copyright in violation of 17 U.S.C. § 106.

28 7. For prejudgment interest according to law.

1 8. For Plaintiffs' attorneys' fees and full costs incurred in this action
2 pursuant to 17 U.S.C. § 505.

3 9. For all such further and additional relief, in law or in equity, to which
4 Plaintiffs may be entitled or which the Court deems just and proper.

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DEMAND FOR JURY TRIAL

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

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Dated: April 3, 2020

JENNER & BLOCK LLP

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By:


Julie Shepard

Attorneys for Plaintiffs

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