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5 Attorney for Putative John Doe in 2:12-cv-08333-ODW-JC

6 **UNITED STATES DISTRICT COURT**  
7 **CENTRAL DISTRICT OF CALIFORNIA**

8  
9 **INGENUITY 13, LLC, a Limited Liability**  
10 **Company Organized Under the Laws of**  
the Federation of Saint Kitts and Nevis,

11 **Plaintiff,**

12  
13 **v.**

14 **JOHN DOE,**

15 **Defendant.**

Case Number(s): 2:12-cv-08333-ODW-JC

Case Assigned to: Judge Otis D Wright, II  
Discovery Referred to: Magistrate Judge  
Jacqueline Chooljian

**EXHIBITS TO THE DECLARATION  
OF MORGAN E. PIETZ RE: PRENDA  
LAW, INC.**

**INDEX OF EXHIBITS**

<b><u>Exhibit A</u></b>	Screenshots of the <a href="http://wefightpiracy.com">wefightpiracy.com</a> website, 2010 to present
<b><u>Exhibit B</u></b>	Illinois Business Entity Listing for Prenda Law, Inc.
<b><u>Exhibit C</u></b>	Complaint filed by local counsel for Prenda in Nebraska, showing use by local counsel of <a href="mailto:blgibbs@wefightpiracy.com">blgibbs@wefightpiracy.com</a> as the email on the pleadings
<b><u>Exhibit D</u></b>	<i>Pro Hac Vice</i> application filed by John Steele listing him as “of counsel” to Prenda Law as of April 12, 2012
<b><u>Exhibit E</u></b>	Example of Prenda demand letter sent to pressure ISP subscribers to settle
<b><u>Exhibit F</u></b>	Exhibit A to status report filed by Brett Gibbs in <i>AF Holdings v. Does 1-135</i> , N.D. Cal. Case No. 5:11-cv-0336-LHK, ECF No. 43-1, 2/24/12, wherein Mr. Gibbs admits that Prenda Law, Inc. f/k/a Steele Hansemeier, PLLC had filed 118 multiple-defendant cases, against 15,878 Doe defendants, but they had served zero (0) John Does in any of these cases
<b><u>Exhibit G</u></b>	Declaration of Jesse Nason swearing that he did not “live alone,” which was the “fact” Prenda relied upon to justify naming and serving him
<b><u>Exhibit H</u></b>	Judge Hamilton’s order in <i>AF Holdings LLC v. John Doe et al.</i> , N.D. Cal. No. 12-cv-2049, ECF No. 45, 1/7/13, denying Prenda’s motion for leave to amend the complaint, and explaining why “Plaintiff’s Further Investigation of Defendant” was insufficient to justify naming and serving the ISP subscriber Josh Hatfield as the actual defendant in this case.
<b><u>Exhibit I</u></b>	Declaration of Josh Hatfield swearing that the facebook any Myspace pages Prenda wanted to rely upon to justify naming and serving him with a complaint did not actually belong to Mr. Hatfield
<b><u>Exhibit J</u></b>	Letter Alan Cooper’s attorney Paul Godfread filed on his behalf in two AF Holdings cases pending in Minnesota
<b><u>Exhibit K</u></b>	Sworn affidavit executed by Alan Cooper explaining the bases for his suspicions that Prenda has misappropriated his identity
<b><u>Exhibit L</u></b>	Petition filed by Brett Gibbs in <i>In the Matter of a Petition by Ingenuity 13, LLC</i> , E.D. Cal. Case No. 11-mc-0084, ECF No. 1, 10/28/11, wherein, Mr. Gibbs purports to have kept the notarized original signature of Alan Cooper
<b><u>Exhibit M</u></b>	Meet and confer emails where Morgan Pietz asks Mr. Gibbs to confirm that there is another Alan Cooper (other than the man in Minnesota) who was a principal of AF Holdings and Ingenuity 13, and to produce a copy of the Rule 27 petition verification page, but Mr. Gibbs stonewalls
<b><u>Exhibit N</u></b>	Transcript from November 27, 2012 hearing in <i>Sunlust Pictures, Inc. v. Tuan Nguyen</i> , M.D. Fl. Case No. 8:12-CV-1685-T-35MAP where Judge Scriven invites sanctions for Prenda’s attempted fraud on the court
<b><u>Exhibit O</u></b>	Illinois Business Entity Listing for Anti-Piracy Law Group, LLC

# **EXHIBIT A**

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## STEELE | HANSMEIER

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- **Steele | Hansmeier** Jun 19, 2010 Steele | Hansmeier PLLC is a law firm dedicated to eradicating digital piracy. We represent prominent content producers and commence legal action against individuals and businesses who steal our client's content.



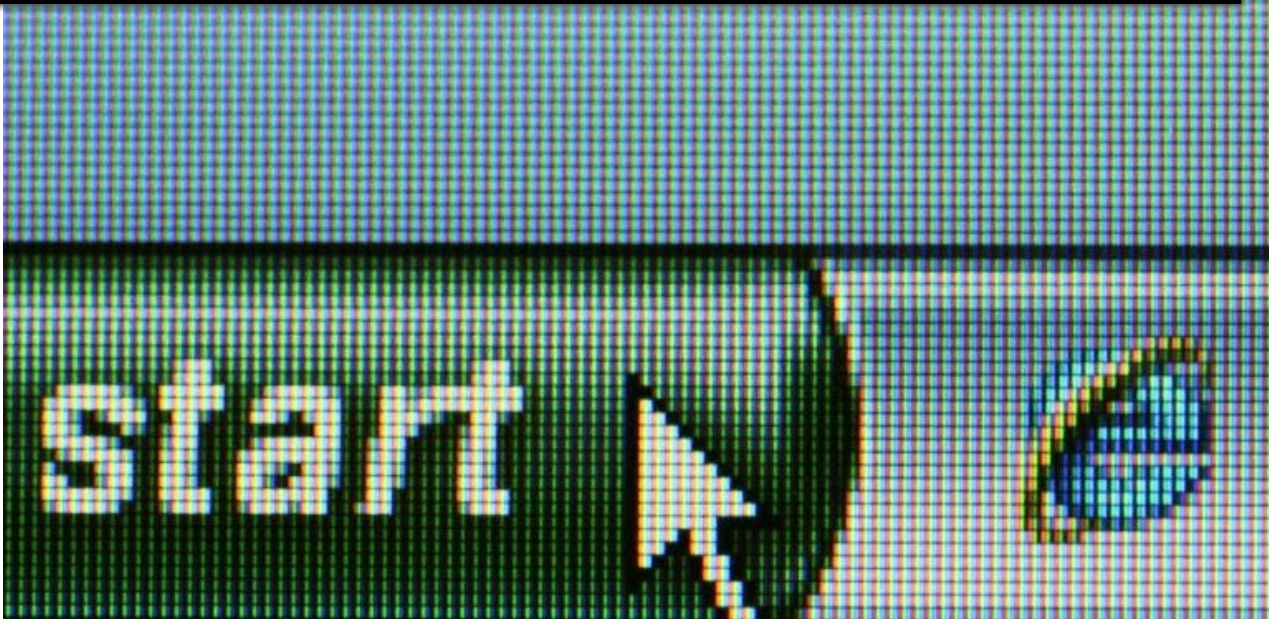
- **Combating Piracy in the Digital Age** Jun 19, 2010 Our practice includes addressing the unique legal issues posed by Internet-based piracy, where the vast majority of infringement occurs under the cover of IP addresses

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- **Preserving the Creative Arts** Jun 19, 2010 We view our mission as preserving the creative arts for future generations. If left unchecked, digital piracy represents an existential threat to creative arts professionals around the world.



- Steele | Hansmeier 

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- Preserving the Creative Arts 

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## About Us

Steele | Hansmeier PLLC is a Chicago-based law firm that provides legal services to content producers and creative professionals. Our focus is pursuing individuals and businesses who infringe on the copyrights associated with our clients' creative works. Our practice includes addressing the unique legal issues posed by Internet-based piracy, where the vast majority of infringement occurs under the cover of Internet Protocol ("IP") addresses.

We view our mission as a small part of the overall effort to preserve the creative arts for future generations. In our view, the ease with which digital content is pirated represents an existential threat to the future of professional content producers. Our clients understand all too well the problems posed by the unauthorized redistribution of their copyrighted works, particularly given the capital investment associated with producing and marketing professional works.

## Services

The legal services offered by Steele | Hansmeier PLLC reflect the lifecycle of a creative work. Such services include:

- Due diligence efforts to determine whether a proposed creative work lacks originality or infringes on another creative work;
- Developing a plan for protecting and enforcing U.S. and international copyrights;
- Securing U.S. copyrights and coordinating with third parties to secure international copyrights in both Berne and non-Berne Convention countries; and
- Enforcing U.S. copyrights and coordinating with third parties to enforce international copyrights.

Many of our services involve coordinating with third party attorneys (e.g. international copyright work) and third party technology providers (e.g. copyright enforcement). Our consistent focus is to provide our clients with strong returns on the capital they invest in our time and that of our third party service providers.

[top](#)

## Due Diligence

Before investing substantial capital into the production and/or distribution of a creative work, a creative artist may wish to conduct a basic level of due diligence into determining the degree to which their work resembles other copyrighted creative works. The methods for conducting this sort of due diligence vary based on the medium, through most forms of creative work lend themselves to digital due diligence. For example, an audio file can be digitally fingerprinted based on a variety of characteristics (e.g. rhythm, length, melody, etc.). This fingerprint can be compared to those of other audio files. Similar results would then be reviewed to determine whether a copyright issue exists. If such an issue exists, then the creative artist can attempt to obtain a license from the copyright holder of the original work. A creative artist's bargaining power is much stronger before they invest millions of dollar into marketing and distributing a creative work.

In 2008, Joe Satriani filed a copyright infringement lawsuit against the Grammy Award-winning band, Coldplay. Satriani's suit alleged that Coldplay's hit song, *Vida la Vida*, contained substantial portions of Satriani's, *If I Could Fly*. The parties eventually reached an out-of-court monetary settlement for an undisclosed financial sum.

In addition to avoiding infringement lawsuits, it is important to know whether a given creative work will even be afforded



## Protection Planning

Another category of services offered by Steele | Hansmeier PLLC is assisting creative artists plan their copyright strategy in advance of the creation and/or publication of their creative works. Despite the existence of international treaties, such as the Berne Convention, the world as a whole essentially remains a patchwork of copyright laws with varying degrees of enforcement. By way of example, a creative artist’s approach to copyright protection in the United States should look much different than the artists approach to copyright protection in China. We offer to assist creative artists in developing copyright protection strategies worldwide.

## Securing Copyrights

Once a creative work has been produced and/or published, it is generally important to register a copyright in every country where the copyright holder may wish to assert their rights. We offer to assist creative artists by coordinating the registration of their copyrights around the world, as required.

In the United States it is particularly important to register one’s copyrights. As a general rule, copyright registration is a prerequisite to filing a copyright infringement lawsuit in U.S. federal court and a timely filing will preserve remedies that may be lost indefinitely if one does not timely register his or her copyright.

## Enforcing Copyrights

Copyright enforcement is a rapidly evolving field. Recent advances in communications technology have dramatically lowered the cost and increased the profitability of mass-piracy. As piracy evolves, so too must copyright enforcement strategies. Steele | Hansmeier PLLC offers services on the cutting edge of copyright enforcement, including: 1) DMCA enforcement services; 2) pirate pursuit services; and 3) advising on comprehensive paradigm shifts in copyright enforcement.

## Disclaimer

Our website is intended to provide only an overview of Steele | Hansmeier PLLC. Nothing on this website is meant to be or should be relied on as legal advice. Commentary on this website is not necessarily up to date. This website is not intended to be an offer to represent you, nor is it intended to establish an attorney client privilege.

### Links

- [-Berne Convention](#)
- [-Copyright Office](#)
- [-Copyright Overview](#)
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- [-Creative Commons](#)

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## Latest News

### [Google fights piracy](#)



According to an article published on Digital Trends, Google is taking steps to implement several anti-piracy measures, which will ideally make it more difficult for searchers to locate pirated material. First, Google is increasing its responsiveness to takedown requests of so-called “reliable copyright holders.” Second, its autocomplete function will filter out greater amounts of infringing results. [...]

### [Pixar’s president discusses copyright laws](#)



According to a recently published article in the Salt Lake Tribune, Ed Catmull, president of Pixar Studios, linked international copyright protection to Pixar’s ability to continue investing in the cutting-edge technology that’s brought us such movies as Wall-E, Monster’s, Inc., and Up – all of which are presumably registered trademarks of Pixar Animation Studios. At [...]

### [Robin Hood is the week’s most pirated movie](#)



Ridley Scott’s Robin Hood, starring Russell Crowe and Cate Blanchett, is not only popular in the theaters, but also among the BitTorrent crowd. According to BitTorrent news site, TorrentFreak, Robin Hood, despite its relatively lower IMDB rating, beat out both Iron Man 2 and the Expendables for the the top spot on the piracy chart [...]

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## Prenda Law Inc.

Protecting Intellectual Property

### Pirate Code

Posted on [November 14, 2011](#)

Modern-day intellectual property pirates practice many of the customs of their sea-faring forebearers. By way of example, both groups abide by a set of rules (i.e. a "Pirate Code") to provide a structure intended to enhance the effectiveness of piracy operations. A description of "Pirate Codes" associated with the likes of such buccaneers as Captain Henry Morgan can be found on Wikipedia: [Here](#)

The Pirate Codes of modern-day intellectual property pirates are more focused on assuring that everyone is participating in the distribution of pirated content. For example, the principles embedded in the BitTorrent protocol assure that every downloader is also an uploader. The rules of some BitTorrent websites take this principle to more extreme heights. For example, certain private BitTorrent websites *require* users to maintain a minimum upload/download ratio. Failure to abide by these principles can result in a lifetime ban-which is not the worst fate considering the consequences of crossing Blackbeard.

Posted in [Uncategorized](#) | [Leave a reply](#)

### Google fights piracy

Posted on [December 2, 2010](#)

According to an article published on Digital Trends, Google is taking steps to implement several anti-piracy measures, which will ideally make it more difficult for searchers to located pirated material. First, Google is increasing its responsiveness to takedown requests of so-called "reliable copyright holders." Second, its autocomplete function will filter out greater amounts of infringing results. Third, Google's AdSense program will attempt to reduce its presence on websites associated with piracy. Finally, Google indicated that it would tweak its search algorithm to promote search results linking to legitimate requests.

Posted in [Uncategorized](#)

### Pixar's president discusses copyright laws

Posted on [September 10, 2010](#)

According to a recently published article in the [Salt Lake Tribune](#), Ed Catmull, president of Pixar Studios, linked international copyright protection to Pixar's ability to continue investing in the cutting-edge technology that's brought us such movies as Wall-E, Monster's, Inc., and Up – all of which are presumably registered trademarks of Pixar Animation Studios. At his Utah Valley University speech, Catmull singled out

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## Welcome

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- [IP Watch](#)

## Digital Piracy 101

Digital piracy occurs through several channels. Each of these channels offers trade-offs between likelihood of detection, convenience and content availability.

**Direct File Sharing** This most basic form of piracy involves friends simply transferring files directly to one another via an instant messaging program (e.g. AIM), e-mail or other similar means. Direct file sharing is difficult to detect, but content availability is limited to the files held within the peer group.

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results linking to legitimate requests.

# Pixar's president discusses copyright laws

Copyright Laws

According to a recently published article in the [Salt Lake Tribune](#), Ed Catmull, president of Pixar Studios, linked international copyright protection to Pixar's ability to continue investing in the cutting-edge technology that's brought us such movies as Wall-E, Monster's, Inc., and Up – all of which are presumably registered trademarks of Pixar Animation Studios. At his Utah Valley University speech, Catmull singled out Russia and China as nations where copyright protection is particularly lacking, estimating that up to 90 percent of the value of Pixar's recently-released movies were lost due to poor copyright protection. According to Catmull, if the global community values continuing innovation in the computer animation field, it must allow studios to recoup the value of their investment in such innovation.

typically via a content-specific forum, with the general Internet population. Third parties then follow that link to a site where they download content. File locker piracy is relatively easy to detect, but is not an extremely convenient means of sharing files. Nor is content availability as high as in other channels (though this is changing fast).

Peer-to-peer piracy This form of piracy occurs when individuals use a peer-to-peer protocol (e.g. BitTorrent) to transfer files. The typical steps in this process involve using a search function to locate the desired content, and then running a software program that implements a given protocol to download the desired content. P2P piracy suffers from easy detection, but is extremely convenient and the content availability is breathtaking. Virtually any form of content published in the past 20 years is available via P2P networks.

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## Welcome

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## Prendas Top Pirates (Individual Cases)

- California (Phillip Williamson)
- Florida (Chris Adekola)
- Illinois (Christopher Plotts)
- Illinois (Jason Spain)
- Florida (William Trout)
- Florida (Michael Golzman)
- Florida (Paul Williams)
- Illinois (Jamie Phiou)
- Illinois (Klint Christensen)
- Illinois (Edward Neese)
- Illinois (Erik Schwarz)
- Illinois (Stilian Pironkov)
- Illinois (Hyung Kim)
- California (Sael Teitelbaum)
- California (Jo Vasquez)
- California (Steve Polan)
- California (Jeff Goldberg)
- California (Isaac Kamins)
- California (Francisco Rivas)
- California (Jason Angle)
- California (Seth Abrahams)

Unfortunately we are unable to list and provide the link to every suit currently pending throughout the country due to space limitations. However, our firm will be uploading a sampling of 'Individual' cases that we file each month.

## Links

- Berne Convention
- Copyright Office
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- Copyright Statutes
- Creative Commons

## Resources

- Patry Blog
- Geist Blog (Canadian law)
- IP Watch

The image shows the Wayback Machine interface. At the top left is the logo for "INTERNET ARCHIVE WayBack Machine". To the right is a search input field. Below the search field, it says "8 captures" and "14 Jan 12 - 4 May 12". A calendar grid shows the month of January 2012, with the 14th highlighted in yellow. To the right of the calendar is a "Go" button and navigation controls for months (DEC, JAN, FEB) and years (2011, 2012, 2013). There are also "Close" and "Help" links.

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## Why create anything?

### NEWS AND PRESS

#### Prenda Sues AT&T and Comcast

2012-08-10

#### Judge Facciola Rules in favor of Prenda Law and denies all Motions brought by John Does

2012-08-14

#### Judge Howell: AT&T and Comcast arguments "have no merit".

2012-08-14



Without copyrights, there would be no book stores, concert halls or movie theaters. Digital piracy is an existential threat to the useful arts and sciences. Our founding fathers enshrined copyright law in the Constitution, understanding that artistic works are instrumental to social progress.

Stealing is wrong, regardless of whether it involves a DVD from the store or a digital copy via BitTorrent. While our firm cannot prevent theft, we can prosecute the thieves. We understand the frustration of creating a movie, book or song, only to watch online pirates use BitTorrent or illegal passwords to steal your content.

We Can Help.

"It is piracy, not overt online music stores, that is our main competitor." -Steve Jobs

### PRENDA LAW : ANTI-PIRACY PIONEER



At Prenda Law Inc. we assist our clients regarding the acquisition, protection and exploitation of some of their most valuable assets their company possesses (such as brands, creative works and technology). Click [here](#) to see our most recent cases.

As the first law firm to successfully pursue widespread copyright infringement on a contingency fee basis, Prenda Law Inc. helps our clients preserve their copyrighted work with none of the large, up-front, costs required by traditional litigation firms. Because our clients do not pay any fees until and unless there is money recovered

(by settlement or verdict), the contingency fee arrangement is almost always more cost-effective for the client. Our belief is a copyright holder shouldn't lose money having to pursue criminals stealing its works. The criminals should.

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property rights, to the legal pursuit of those who infringe on our clients' rights to their intellectual property.

The firm's practice areas include:

- copyrights
- intellectual property litigation
- intellectual property strategy
- licensing rights
- trade secret actions
- trademarks
- website hacking prosecution



## PRENDA LAW INC. INTELLECTUAL PROPERTY ATTORNEYS BLOG

Please visit our blog to find out about the latest in the anti-piracy wars.

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Whether it is going after infringers who use BitTorrent to steal movies, or hackers who steal passwords to access pay sites, Prenda Law will continue to lead the way in protecting copyrighted material on the Internet.

If you are a creative artist who has their content being stolen by pirates, feel free to contact us. If you are a pirate who steals copyrighted works on the Internet, we hope to meet you soon.

## Links

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- [Copyright Statutes](#)
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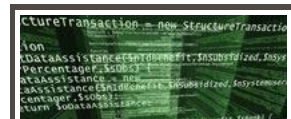
(by settlement or verdict), the contingency fee arrangement is almost always more cost-effective for the client. Our belief is a copyright holder shouldn't lose money having to pursue criminals stealing its works. The criminals should.

### INTELLECTUAL PROPERTY LAW PRACTICE AREAS

The intellectual property attorneys at Prenda Law Inc. are experienced in a multitude of practice areas from the creation of copyrights, trademarks and trade secret laws, to the protection of intellectual property rights, to the legal pursuit of those who infringe on our clients' rights to their intellectual property.

The firm's practice areas include:

- copyrights
- intellectual property litigation
- intellectual property strategy



- licensing rights
- trade secret actions
- trademarks
- website hacking prosecution



## PRENDA LAW INC. INTELLECTUAL PROPERTY ATTORNEYS BLOG

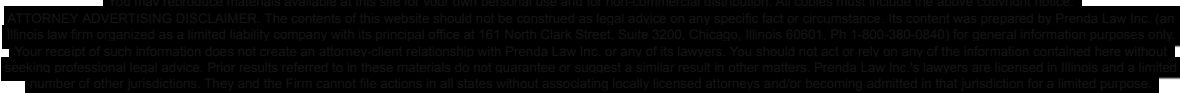
Please visit our blog to find out about the latest in the anti-piracy wars.

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Prenda Law Inc. lawyer responsible for the contents of this website is Paul Duray

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The intellectual property attorneys at Prenda Law Inc. are experienced in a multitude of practice areas from the creation of copyrights, trademarks and trade secret laws, to the protection of intellectual property rights, to the legal pursuit of those who infringe on our clients' rights to their intellectual property.

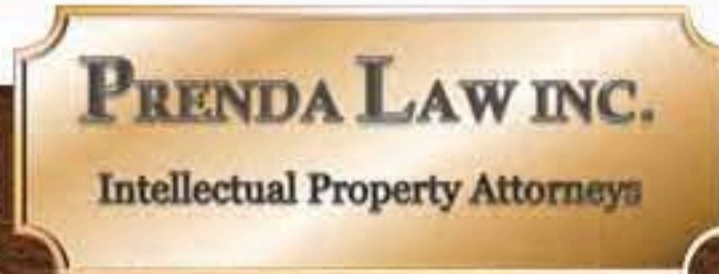
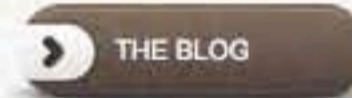
The firm's practice areas include:

- copyrights
- intellectual property litigation
- intellectual property strategy
- licensing rights
- trade secret actions
- trademarks
- website hacking prosecution



## PRENDA LAW INC. INTELLECTUAL PROPERTY ATTORNEYS BLOG

Please visit our blog to find out about the latest in the anti-piracy wars.



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## MENU

Suits Against  
Individuals

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## Recent Cases Against Identified Individuals

Prior to actually naming and serving individuals accused of various civil and criminal acts against our clients, Prenda Law attempts to reach out and resolve the issue with the infringer/hacker and/or account holder directly. While we are able to resolve the matter in some cases, some individuals alleged infringers wish to go to trial over the matter.

[Sandipan Chowdhury - 1:12-CV-12105 \(MA\)](#)

[Matthew Burnell - 1:12-CV-01256 \(MI\)](#)

[Cristian Morinico - 2:12-CV-01969-MCE-CKD \(CA\)](#)

[Christopher Sanchez - 1:12-CV-03862-RLV \(GA\)](#)

[Rajesh Patel - 2:12-CV-00262-WCO \(GA\)](#)

[Joseph Skoda - 2:12-CV-01663-JAM-JFM \(CA\)](#)

[June Quantong - 4:12-CV-02411-PJH \(CA\)](#)

[Steven Pecadeso - 3:12-CV-02404-SC \(CA\)](#)

[Joe Navasca - 3:12-CV-02396-EMC \(CA\)](#)

[Chris Rogers - 3:12-CV-01519-BTM-BLM \(CA\)](#)

[Carlos Martinez - 1:12-CV-03567 \(IL\)](#)

[Jason Hawk - 1:12-CV-04236 \(IL\)](#)

[Perry Miloglou - 1:12-CV-05077 \(IL\)](#)

[Ryan Jacobs - 1:12-CV-04240 \(IL\)](#)

[Eleazar Santana - 1:12-CV-04239 \(IL\)](#)

[Julio Baez - 1:12-CV-06405 \(IL\)](#)

[Robert Olson - 1:12-CV-00685-ML-LDA \(RI\)](#)

[John Foster - 3:12-CV-30164-KPN \(MA\)](#)

[Joshua Demelo - 1:12-CV-11851-MBB \(MA\)](#)

[Alec Chrzanowski - 1:12-CV-11842 \(MA\)](#)

[Maxime St. Louis - 4:12-CV-11797-TSH \(MA\)](#)

[Hajime Okuda - 1:12-CV-11850-MLW \(MA\)](#)

[John Grenier - 1:12-CV-11843 \(MA\)](#)

[Jason Martinez - 1:12-CV-11848-PBS \(MA\)](#)

[Mayank Patel - 2:12-CV-06210 \(NJ\)](#)

[Evans Papantouros - 3:12-CV-06013-MAS-TJB \(NJ\)](#)

[Frederick C. Highfield - 1:12-CV-06033-JEI-AMD \(NJ\)](#)  
[Richard Lovejoy - CV-12-196 \(ME\)](#)  
[Thomas Lemay - CV-12-197 \(ME\)](#)  
[Gary Millican - 2:12-CV-00259 \(GA\)](#)  
[Ben Sanders - 2:12-CV-00258-WCO \(GA\)](#)  
[Benjamin Curtis - 1:12-CV-03773-CAP \(GA\)](#)  
[Robert Unger - 1:12-CV-03665-RLV \(GA\)](#)  
[Paul Stapleton - 1:12-CV-00166-WLS \(GA\)](#)  
[Perry Jackson - 5:12-CV-00429-MTT \(GA\)](#)  
[Reginald Patterson - 3:12-CV-00144-CAR \(GA\)](#)  
[Justin Miller - 3:12-CV-00143-CAR \(GA\)](#)  
[Nick Klimek - 1:12-CV-03838-TCB \(GA\)](#)  
[Tin Lam - 1:12-CV-03771-ODE \(GA\)](#)  
[Michael Davidson - 1:12-CV-03772-RWS \(GA\)](#)  
[Shainal Nagar - 1:12-CV-03578-TWT \(GA\)](#)  
[David Green, Jr. - 1:12-CV-03557-JOF \(GA\)](#)  
[Howard Robinson - 1:12-CV-03542-ODE \(GA\)](#)  
[Lorenzo Belmontes, Jr - 2:12-CV-01067-KJM-CKD \(CA\)](#)  
[Taurence Lopez - 4:12-CV-0741-DCB \(AZ\)](#)  
[James Forth - 4:12-CV-00740-CKJ \(AZ\)](#)  
[Charlie Burrell - 4:12-CV-00739-FRZ \(AZ\)](#)  
[Michael Tekala - 2:12-CV-02157-GMS \(AZ\)](#)  
[Zeke Lundstrum - 2:12-CV-02142-SRB \(AZ\)](#)  
[Eric Lemnitzer - 2:12-CV-02141-FJM \(AZ\)](#)  
[Carl Strickland - 2:12-CV-02140-ROS \(AZ\)](#)  
[Andres Chen - 2:12-CV-02151-MEA \(AZ\)](#)  
[Jerry Aurilia - 2:12-CV-02139-SPL \(AZ\)](#)  
[Kevin Antrosiglio - 2:12-CV-02138-GMS \(AZ\)](#)  
[Adam Nichols - 2:12-CV-02156-MHB \(AZ\)](#)  
[Ngoc Nguyen - 2:12-CV-02154-FJM \(AZ\)](#)  
[Purnell Phillips - 2:12-CV-02137-MEA \(AZ\)](#)  
[Jeff Montgomery - 2:12-CV-02153-ROS \(AZ\)](#)  
[Brian Trottier - 2:12-CV-02136-GMS \(AZ\)](#)  
[Erick Guevara - 2:12-CV-02152-JAT \(AZ\)](#)  
[Matthew Michuta - 2:12-CV-02143-DGC \(AZ\)](#)  
[Robert Richardson - 2:12-CV-02148-PGR \(AZ\)](#)  
[Andrew Simoneschi - 2:12-CV-02147-PGR \(AZ\)](#)  
[Taylor Velasco - 2:12-CV-02146-FJM \(AZ\)](#)  
[Douglas Buchanan - 2:12-CV-02145-DKD \(AZ\)](#)  
[David Harris - 2:12-CV-02144-MHB \(AZ\)](#)  
[Walter Szarek - 2:12-CV-2134-SPL \(AZ\)](#)  
[John Song - 2:12-CV-02132-GMS \(AZ\)](#)  
[Steven Laizure - 2:12-CV-02131-DGC \(AZ\)](#)  
[Christopher Heggum - 2:12-CV-02130-LOA \(AZ\)](#)  
[Rick Friend - 2:12-CV-02125-NVM \(AZ\)](#)  
[AJ Chubbuck - 2:12-CV-02124-DGC \(AZ\)](#)  
[Andrew Gutierrez - 2:12-CV-02127-SPL \(AZ\)](#)  
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[Christopher Eachus - 1:12-CV-06032-JBS-AMD \(NJ\)](#)  
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[Steve Sullivan - 1:12-CV-01100 \(MI\)](#)  
[Andrew Standley - 2:12-CV-14746-GAD-DRG \(MI\)](#)  
[Nicholas Bossard - 1:12-CV-01101 \(MI\)](#)  
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[James Davis - 1:12-CV-22149-JEM \(FL\)](#)  
[Javier Ubieta - 1:12-CV-22155-CMA \(FL\)](#)  
[Erik Diep - 4:12-CV-14459-DPH-RSW \(MI\)](#)  
[Nigel Sookdeo - 1:12-CV-22146-CMA \(FL\)](#)  
[Vaden Cook - 5:12-CV-14455-SFC-DRG \(MI\)](#)  
[James Szewczyk - 2:12-CV-14453-MAG-LJM \(MI\)](#)  
[Allen Keehn - 2:12-CV-JAC-MKM \(MI\)](#)  
[Joseph Jenkins - 2:12-CV-14450-DML-RSW \(MI\)](#)  
[David Olivo - 3:12-CV-01403 \(CT\)](#)  
[Elliott Olivas - 3:12-CV-01401-JBA \(CT\)](#)  
[Kevin Nevins - 3:12-CV-01404-SRU \(CT\)](#)  
[Craig Fenn - 3:12-CV-01402-VLB \(CT\)](#)  
[Jonathan J. Abarca - 3:12-CV-01400-SRU \(CT\)](#)  
[Udish Sundarrajan - 2:12-CV-01078-GEB-GGH \(CA\)](#)  
[Matthew Ciccone - 2:12-CV-14442-GAD-LJM \(MI\)](#)  
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[Michael Murray - 2:12-CV-14443-GAD-LJM \(MI\)](#)  
[Matthew Baldwin - 1:12-CV-11841 \(MA\)](#)  
[Michael Nissensohn - 1:12-CV-00687-M-DLM \(RI\)](#)  
[Timothy Trafford - 1:12-CV-00686-S-DLM \(RI\)](#)  
[Norbert Weitendorf - 1:12-CV-07826 \(IL\)](#)  
[Dewey Wilson - CV-2012-900893 \(AL\)](#)  
[Adam Sekora - CV-2012-053194 \(AZ\)](#)  
[World Timbers - CV-2012-053230 \(AZ\)](#)  
[Reza Shemira - 37-2012-00100384 \(CA\)](#)  
[Jesse Nason - CV-2012-0057950 \(CA\)](#)  
[Samuel Teitelbaum - CV-2011-05628-JCS \(CA\)](#)  
[Joe Vasquez - CV-2011-03080-MCE-KJN \(CA\)](#)  
[Jeff Goldberg - CV-2011-03074-KJM-CKD \(CA\)](#)  
[Jason Angle - CV-2011-03077-JAM-KJN \(CA\)](#)  
[Sebastian Lopez - CV-2012-03114 \(FL\)](#)  
[Zachary Boudreaux - CV-2012CA-01679 \(FL\)](#)  
[Jacob McCullough - CV-2012-21100-JAL \(FL\)](#)  
[Tuan Nguyen - CV-2012-01685-MSS-MAP \(FL\)](#)  
[Paul Oppold - CV-2012-01686-MSS-AEP \(FL\)](#)  
[Lucas Shashek - CV-12-L-927 \(IL\)](#)  
[Ronald Trivisonno - CV-2012-L-000531 \(IL\)](#)  
[Tom Berry - CV-12-L-95 \(IL\)](#)

[Michael Allison - CV-2012-L-000530 \(IL\)](#)

[Klint Christensen - CV-2011-08338 \(IL\)](#)

[Edward Neese - CV-2011-08340 \(IL\)](#)

[Hyung Kim - CV-2011-08343 \(IL\)](#)

[Robert Reynolds - CV-2012-01104 \(IL\)](#)

[Jeremy Lozano - CV-2012-00812 \(MI\)](#)

[Adam Grote - CI-12-2625 \(NE\)](#)

[Austin Cunningham - C-133,846 \(TX\)](#)

[Josh Hatfield - CV-2012-02049 \(CA\)](#)

[Bobby Rammos - CV-2012-04232 \(CA\)](#)

[Felix Naylor - CV-2012-03566 \(CA\)](#)

[Thang Ngo - CV-2012-02416-WHA \(CA\)](#)

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[Jason Hawk - CV-2012-04236 \(IL\)](#)

[Kenneth Payne - CV-2012-04234 \(IL\)](#)

[Daniel Frankfort - CV-2012-03571 \(IL\)](#)

[Ali Yang - CV-2012-01079 \(CA\)](#)

[Cory Phan - CV-2012-01076 \(CA\)](#)

[Darryl Lessere - CV-22156-UU \(CA\)](#)

Unfortunately, due to space limitations, we are unable to list and provide the link to every individual we are currently suing on behalf of our clients. Also, it is our firm's policy to remove any cases from our site after we obtain a judgment or settlement. However, this list will be updated on a regular basis, so if you don't see a particular law suit listed above, feel free to call us at 1-800-380-0840 for more information.

## Recent Cases Against Soon-to-be-Identified Individuals

Prenda Law also files lawsuits on behalf of the firm's clients against anonymous hackers and infringers. The traditional process in these cases is to file a John Doe lawsuit (examples of which are listed below), request discovery from the court, obtain the wrongdoer's identity and either settle with or sue the individual. If you have received a notice from your Internet Service Provider, then your identifying information is about to be released to our firm. At this stage the firm will attempt to contact you to see if settlement is a possibility. If it is not, our client will have no option but to put the matter to a jury of your peers.

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[2:12-CV-02158-SRB, John Doe, 70.162.31.215](#)

[5:12-CV-00398-HL, John Doe, 72.210.67.50](#)

[2:12-CV-06664-GAF-AGR, John Doe 75.142.115.172](#)

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[2:12-CV-14722-LPZ-RSW, John Doe, 75.114.172.113](#)

[2:12-CV-14724-JCO-MAR, John Doe, 71.197.29.106](#)

[2:12-CV-00995-EJF, John Doe, 98.202.218.205](#)

[2:12-CV-00994-BCW, John Doe, 71.219.136.154](#)

[2:12-CV-00993-DAK, John Doe, 65.130.163.107](#)

[2:12-CV-00597-RBS-TEM, John Doe, 72.84.95.167](#)

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[1:12-CV-03569, John Doe, 68.51.101.71](#)

[1:12-CV-03570, John Doe, 98.193.34.158](#)

[1:12-CV-08030, John Doe, 98.206.40.200](#)

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[8:12-CV-01688-JSM-AEP, John Doe, 97.97.62.62](#)

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[2:12-CV-06668, John Doe, 75.128.55.44](#)  
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[1:12-CV-03647-AT, John Doe, 174.49.64.150](#)  
[1:12-CV-03646-TCB, John Doe, 24.131.46.64](#)  
[1:12-CV-03648-SCJ, John Doe, 98.230.128.148](#)  
[1:12-CV-03645-MHS, John Doe, 24.107.165.172](#)  
[1:12-CV-01399-JES-BGC, John Doe, 67.58.230.16](#)  
[1:12-CV-01162-PLM, John Doe, 24.35.120.19](#)  
[1:12-CV-01163-PLM, John Doe, 24.176.5.51](#)  
[1:12-CV-08429, John Doe, 98.213.86.254](#)  
[1:12-CV-08431, John Doe, 71.194.151.29](#)  
[1:12-CV-08418, John Doe, 108.68.168.90](#)  
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[1:12-CV-08434, John Doe, 98.193.102.176](#)  
[1:12-CV-08424, John Doe, 24.1.125.241](#)  
[1:12-CV-08420, John Doe, 75.57.160.137](#)  
[1:12-CV-08416, John Doe, 76.202.248.118](#)  
[1:12-CV-08031, John Doe, 24.14.197.217](#)  
[1:12-CV-08027, John Doe, 24.1.181.201](#)  
[1:12-CV-08029, John Doe, 69.245.184.145](#)  
[1:12-CV-07944, John Doe, 98.226.214.247](#)  
[1:12-CV-07943, John Doe, 24.14.81.215](#)  
[1:12-CV-07941, John Doe, 99.141.246.51](#)  
[2:12-CV-06664, John Doe, 75.142.115.172](#)  
[2:12-CV-06637, John Doe, 76.169.108.45](#)  
[2:12-CV-06662, John Doe, 96.248.225.171](#)  
[2:12-CV-06635, John Doe, 99.12.183.52](#)  
[2:12-CV-01967, John Doe, 108.91.71.53](#)  
[2:12-CV-01968, John Doe, 174.134.202.20](#)  
[2:12-CV-01969-MCE-CKD, John Doe, 98.208.32.103](#)

[2:12-CV-08320-ODW-JC, John Doe, 71.106.65.201](#)  
[2:12-CV-08321-ODW-JC, John Doe 64.183.53.14](#)  
[2:12-CV-08322-DMG-PJW, John Doe, 71.83.94.169](#)  
[2:12-CV-08323-DMG-PJW, John Doe, 76.170.32.81](#)  
[2:12-CV-08324-DMG-PJW, John Doe, 67.180.37.35](#)  
[2:12-CV-08325-ODW-JC, John Doe, 173.58.57.119](#)  
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[2:12-CV-08328-DMG-PJW, John Doe, 76.175.251.189](#)  
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[2:12-CV-08333-DMG-PJW, John Doe, 108.13.119.253](#)  
[2:12-CV-08334-DMG-PJW, John Doe, 173.6.105.180](#)  
[2:12-CV-08336-DMG-PJW, John Doe, 71.104.70.247](#)  
[3:12-CV-02093-LAB-JMA, John Doe, 72.220.222.3](#)  
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[3:12-CV-04981-RS, John Doe, 24.5.245.112](#)  
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[3:12-CV-04450-MMC, John Doe, 98.234.65.146](#)  
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[5:12-CV-04447-RMW, John Doe, 71.198.107.59](#)  
[5:12-CV-04446-EJD, John Doe, 50.131.91.169](#)  
[5:12-CV-04445-LHK, John Doe, 71.135.105.95](#)  
[7:12-CV-00544-SGW, John Doe, 66.37.82.174](#)  
[3:12-CV-00817-JAG, John Doe, 24.254.94.36](#)  
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[3:12-CV-00810-HEH, John Doe, 98.244.115.149](#)  
[3:12-CV-00808-HEH, John Doe, 74.110.143.212](#)  
[3:12-CV-00807-REP, John Doe, 71.63.127.97](#)  
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[3:12-CV-00805-REP, John Doe, 173.53.87.92](#)  
[2:12-CV-04219, John Doe, 24.7.75.176](#)  
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[2:12-CV-04216, John Doe, 99.47.22.212](#)  
[2:12-CV-01839, John Doe, 174.66.160.178](#)  
[2:12-CV-01840, John Doe, 68.101.214.251](#)  
[2:12-CV-01843, John Doe, 68.8.110.21](#)

**NOTE:** Neither the Defendants, nor anyone listed as an account holder in any of the above cases have

been found liable for any wrongdoing at this time. The pleadings listed above are part of the public record and can be accessed at [www.pacer.gov](http://www.pacer.gov) (for federal cases) or the local county where the case was filed (for state cases).

## PRENDA LAW INC. INTELLECTUAL PROPERTY ATTORNEYS BLOG

Please visit our blog to find out about the latest in the anti-piracy wars.

THE BLOG



[Home](#) [About the Firm](#) [Firm Resources](#) [Attorneys](#) [Practice Areas](#) [Giving](#) [Case Samples](#) [Terms of Service](#)

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Anti-Piracy Law Group

wefightpiracy.org.previewdns.com

antipiracy law group dns

Surf Fincl Lgl Rsrch IP Courts Corps Bill4Time F.B.B. a F.B.B. k MLB

# Anti-Piracy Law Group

1-800-380-0840

[About Us](#) [Notable Decisions](#) [Sample Cases](#) [Anti-Piracy News Desk](#)



## Piracy Costs American Workers 373,375 Jobs Annually

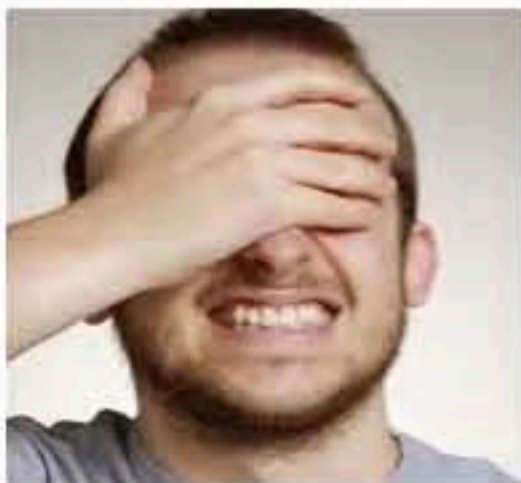
### Anti-Piracy Law Group . Preserving Creativity

#### NOTABLE DECISIONS



There is always interesting news and important legal decisions regarding the fight between right and wrong, creative artists vs. piracy.

#### SAMPLE CASES



If you are a digital pirate you might see your name end up here unless you stop your infringing ways. If you are thinking about stealing content, please reconsider. Litigation is unpleasant for everyone involved.

#### BITTORRENT BETTY



BitTorrent Betty is here to provide commentary regarding the latest developments on the anti-piracy front.

# **EXHIBIT B**



**CORPORATION FILE DETAIL REPORT**

<b>Entity Name</b>	PRENDA LAW INC.	<b>File Number</b>	68212189
<b>Status</b>	NOT GOOD STANDING		
<b>Entity Type</b>	CORPORATION	<b>Type of Corp</b>	DOMESTIC BCA
<b>Incorporation Date (Domestic)</b>	11/07/2011	<b>State</b>	ILLINOIS
<b>Agent Name</b>	PAUL DUFFY	<b>Agent Change Date</b>	11/07/2011
<b>Agent Street Address</b>	161 N CLARK ST STE 3200	<b>President Name &amp; Address</b>	
<b>Agent City</b>	CHICAGO	<b>Secretary Name &amp; Address</b>	
<b>Agent Zip</b>	60601	<b>Duration Date</b>	PERPETUAL
<b>Annual Report Filing Date</b>	00/00/0000	<b>For Year</b>	2012

[Return to the Search Screen](#)

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE



# **EXHIBIT C**

Image ID: D00382270D02

**SUMMONS**

Doc. No. 382270

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA  
575 S. 10th Street - 3rd Floor  
SEPARATE JUVENILE COURT-4th Floor  
Lincoln NE 68508

Lightspeed Media Corporation v. Jeremy Youngs

Case ID: CI 12 2965

TO: Jeremy Youngs

 **COPY**

You have been sued by the following plaintiff(s):

Lightspeed Media Corporation

Plaintiff's Attorney: Matthew Jenkins  
Address: PO Box 6621  
Lincoln, NE 68506

Telephone: (402) 417-6427

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: SEPTEMBER 25, 2012 BY THE COURT:

*Steph Kirkland*  
Clerk



PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

Jeremy Youngs  
Nebraska Dept. of HHS  
301 Centennial Mall South  
Lincoln, NE 68508

BY: Lancaster County Sheriff  
Method of service: Personal Service

You are directed to make such service within twenty days after and show proof of service as provided by law.

STATE OF NEBRASKA } ss  
Lancaster County }  
I hereby appoint

to serve me within writ  
SHERIFF  
Dated This day of 09/25/12  
Served By: *[Signature]*

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

LIGHTSPEED MEDIA CORPORATION,

Plaintiff,

v.

JEREMY YOUNGS,

Defendant.

Case No. *CE 12-2965*

COMPLAINT

**JURY TRIAL DEMANDED**

Plaintiff Lightspeed Media Corporation, by and through its undersigned counsel, hereby files this Complaint requesting damages and injunctive relief, and alleges as follows:

**NATURE OF THE ACTION**

1. Plaintiff LIGHTSPEED MEDIA CORPORATION ("Plaintiff") files this action for computer fraud and abuse, conversion, unjust enrichment, breach of contract, and negligence. Defendant YOUNGS ("Defendant") used one or more hacked usernames/passwords to gain unauthorized access to Plaintiff's Internet website and protected content and, upon information and belief, continues to do the same. Plaintiff seeks a permanent injunction, statutory damages or actual damages, award of costs and attorneys' fees, and other relief.

**THE PARTIES**

2. Plaintiff is a corporation organized and existing under the laws of the State of Arizona, with its principal place of business located in Arizona.

3. Defendant is an individual adult over the age of eighteen whom, upon information and belief, is currently, and at all relevant times mentioned herein, a resident of the County of Lancaster.

*Handwritten notes:*  
COPY  
...  
...  
...  
...

- 4) Judgment in favor of Plaintiff against the Defendant awarding the Plaintiff attorneys' fees, litigation expenses (including fees and costs of expert witnesses), and other costs of this action; and
- 5) Judgment in favor of the Plaintiff against Defendant, awarding Plaintiff declaratory and injunctive or other equitable relief as may be just and warranted under the circumstances.

DATED: July 27, 2012

Respectfully submitted,

**LIGHTSPEED MEDIA CORPORATION, Plaintiff**

By:

\_\_\_\_\_  
Matthew Jenkins, Esq. (Bar No. 23319)  
PO Box 6621  
Lincoln, NE 68506  
Tel: (415) 325-5900  
Email: blgibbs@wefightpiracy.com

*Attorney for Plaintiff*

# **EXHIBIT D**

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

AF HOLDINGS LLC,
Plaintiff,
v.
DOES 1 – 1058,
Defendants.
Case : 1:12-cv-00048
Judge : Hon. Beryl A. Howell

MOTION FOR PRO HAC VICE ADMISSION OF JOHN L. STEELE

I, Paul A. Duffy, hereby move pursuant to Local Civil Rule 83.2(d) for the pro hac vice admission of John L. Steele to the bar of this Court to act as co-counsel in this action. Mr. Steele is of counsel with the firm of Prenda Law, Inc., and is a member in good standing of the bar of the State of Illinois and the U.S. District Court for the Northern District of Illinois. On the basis of the foregoing, it is respectfully requested that this Court admit Mr. Steele pro hac vice for the purpose of appearing and participating as co-counsel on behalf of Plaintiff, AF Holdings, Inc., in this action.

Dated: April 20, 2012

Respectfully submitted,

By: /s/ Paul A. Duffy

Paul A. Duffy (D.C. Bar # IL0014 )
Prenda Law Inc.
161 N. Clark Street, Suite3200
Chicago, IL 60601
Telephone: (312) 880-9160
Facsimile: (312) 893-5677
Attorneys for Plaintiff,
AF Holdings LLC

**CERTIFICATE OF SERVICE**

The undersigned attorney hereby certifies that on April 20, 2012, I caused a true and correct copy of the foregoing Motion For Pro Hac Vice Admission to be electronically filed with the Clerk of the District Court using the CM/ECF system, which sent notification of such filing to all counsel of record.

Dated: April 20, 2012

*/s/ Paul A. Duffy* \_\_\_\_\_

Paul A. Duffy

**Exhibit A**

**Pg. 2 of 5**

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

AF HOLDINGS LLC, )
Plaintiff, )
v. ) Case : 1:12-cv-00048
DOES 1 – 1058, ) Judge : Hon. Beryl A. Howell
Defendants. )

DECLARATION OF JOHN L. STEELE

I, John Steele, declare pursuant to 28 U.S.C. § 1746 and Local Civil Rule 83.2(d):

1. I am of counsel with the law firm of Prenda Law, Inc., counsel for Plaintiff, AF Holdings, LLC in the above-captioned action. I submit this declaration in support of Paul A. Duffy’s Motion pursuant to Local Civil Rule 83.2(d) for the pro hac vice admission of John Steele to the bar of this Court.

2. My full name is John L. Steele.

3. My office address is 161 N. Clark Street, Suite 3200, Chicago, Illinois 60601. My office telephone number is (312) 880-9160.

4. I have also been admitted to practice before, and am a member in good standing of, the bars of the United States Court District Court for the Northern District of Illinois, and the State of Illinois.

5. I have not been disciplined by any bar.

6. I have been admitted pro hac vice to this Court in one case (1:12-mc-00150-ESH-AK) in the previous two years.

Exhibit A
Pg 3 of 5



7. I do not engage in the practice of law from an office located in the District of Columbia. I am not a member of the District of Columbia bar, nor do I have an application for membership pending.

I hereby declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: April 20, 2012

/s/ John Steele

John Steele  
Prenda Law Inc.  
161 N. Clark St., Suite 3200  
Chicago, IL 60601  
Telephone: (312) 880-9160  
Facsimile: (312) 893-5677

**Exhibit A**  
**Pg 4 of 5**

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

AF HOLDINGS LLC, )
Plaintiff, )
v. ) Case : 1:12-cv-00048
DOES 1 – 1058, ) Judge : Hon. Beryl A. Howell
Defendants. )

[PROPOSED] ORDER

Upon consideration of the Motion for Pro Hac Vice Admission of John L. Steele, it is hereby

ORDERED that John L. Steele be specially admitted to appear and participate in the above-captioned matter as counsel for Plaintiff AF Holdings, LLC.

Dated: April 20, 2012

Hon. Beryl A. Howell
United States District Court Judge

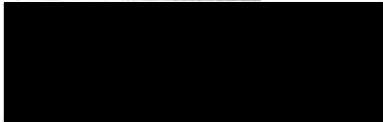
Exhibit A
Pg 5 of 5

# **EXHIBIT E**



05/04/2012

VIA U.S. MAIL



Re: Sunlust Pictures, LLC v. Does 1-120  
1:12-cv-20920 [REDACTED]

Dear [REDACTED]

Prenda Law, Inc. has been retained by Sunlust Pictures, LLC to pursue legal action against people who illegally downloaded their copyrighted content (i.e., "digital pirates"). Digital piracy is a very serious problem for adult content producers, such as our client, who depend on revenues to sustain their businesses and pay their employees.

On February [REDACTED] 2012 at [REDACTED] UTC (UTC), our agents observed the IP address with which you are associated illegally downloading and sharing with others via the BitTorrent protocol the following copyrighted file(s):

*Sunny Leone - Goddess*  
*The ISP you were connected to:* [REDACTED]  
*Your IP Address you were assigned during your illegal activity:* [REDACTED]

We have received a subpoena return from your ISP confirming that you are indeed the person that was associated with the IP address that was performing the illegal downloading of our client's content listed above on the exact date(s) listed above.

On 3/03/2012 we filed an action against several anonymous digital pirates (Sunlust Pictures, LLC v. Does 1-120). Under the applicable rules of civil procedure, our lawsuit against you personally will not commence unless we serve you with a Complaint.

While it is too late to undo the illegal file sharing associated with your IP address, we have prepared an offer to enable our client to recover damages for the harm caused by the illegal downloading and to allow both parties to avoid the expense of a lawsuit.

Fax: 312.893.5677  
Fax: 305.748.2103

161 N Clark St., Suite 3200, Chicago, IL 60601  
1111 Lincoln Rd., Suite 400, Miami Beach, FL 33139

Tel: 312.880.9160  
Tel: 305.748.2102

Under the Copyright Law of the United States, copyright owners may recover up to \$150,000 in statutory damages (in cases where statutory damages are applicable, which may or may not be the case here) per infringing file plus attorney's fees in cases, whereas here, infringement was willful. In at least one case where the Copyright Law has been applied to digital piracy and statutory damages were applicable, juries have awarded over \$20,000 per pirated file. During the RIAA's well-publicized campaign against digital music piracy, over 30,000 people nationwide settled their cases for amounts ranging from an average of \$3,000 to \$12,000. More recently, on December 22, 2010, a case in which a defendant was accused of illegally downloading six works via BitTorrent, a settlement was reached for \$250,000.

In light of these factors, we believe that providing you with an opportunity to avoid litigation by working out a settlement with us, versus the costs of attorneys' fees and the uncertainty associated with jury verdicts, is very reasonable and in good faith.

In exchange for a comprehensive release of all legal claims in this matter, which will enable you to avoid becoming a named Defendant in our lawsuit, our firm is authorized to accept the sum of \$3,400.00 as full settlement for the claims. This offer will expire on 05/19/2012 at 4:00 p.m. CST. If you reject our settlement offers, we expect to serve you with a Complaint and commence litigation.

To reiterate: if you act promptly you will avoid being named as a Defendant in the lawsuit. You may pay the settlement amount by:

(a) Mailing a check or money order payable to "Prenda Law Inc. Trust Account" to:

**Prenda Law, Inc.  
1111 Lincoln Road Suite 400  
Miami Beach, FL 33139;**

(b) Completing and mailing/faxing the enclosed payment authorization to:

**Prenda Law, Inc.  
1111 Lincoln Road Suite 400  
Miami Beach, FL 33139  
Facsimile: (305) 748-2103.**

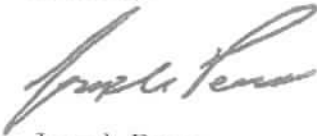
Be sure to reference your case number and your "Ref#" on your method of payment. Regardless of your payment method, once we have processed the settlement, we will mail you your signed Release as confirmation that your payment has been processed and that you have been released from the lawsuit.

Please consider this letter to constitute formal notice that until and unless we are able to settle our client's claim against you, we demand that you not delete any files from your computer or any other computers under your control or in your possession. If forced to proceed against you in a lawsuit, we will have a computer forensic expert inspect these computers in an effort to locate the subject content and to determine if you have deleted any content. If in the course of litigation the forensic computer evidence suggests that you deleted media files, our client will amend its complaint to add a 'spoliation of evidence' claim against you. Be advised that if we prevail on this additional claim, the court could award monetary sanctions, evidentiary sanctions and reasonable attorneys' fees. If you are unfamiliar with the nature of this claim in this context, please consult an attorney.

We strongly encourage you to consult with an attorney to review your rights in connection with this matter. Although we have endeavored to provide you with accurate information, our interests are directly adverse to yours and you should not rely on the information provided in this letter for assessing your position in this case. Only an attorney who represents you can be relied upon for a comprehensive analysis of our client's claim against you.

Enclosed, please find a Frequently Asked Questions sheet, a payment authorization form and a sample of the Release that you will receive. We look forward to resolving our client's claim against you in an amicable fashion, through settlement.

Sincerely,



Joseph Perea  
Attorney and Counselor at Law

Enclosures

# **EXHIBIT F**

# EXHIBIT A



1) The date that Plaintiff's counsel served subpoenas on each ISP and the date the ISP responded.

ISP	Issued	Response
Advanced Colocation	8/5/11	
Covad Communications Co.	8/5/11	
AT&T Internet Services	8/5/11	11/15/11
Color Broadband	8/5/11	8/18/11
Sonic	8/5/11	
Charter Communications	8/5/11	11/15/11
Comcast Cable Communications	8/5/11	10/10/11
Frontier Communications of America	8/5/11	
Sprint PCS	8/5/11	
Unwired Broadband	8/5/11	8/18/11
Black Oak Computers	8/5/11	9/26/11
Wave Broadband	8/5/11	10/24/11
Clearwire US	8/5/11	
Verizon Online	8/5/11	
Surewest Broadband	8/5/11	
Cox Communications	8/5/11	11/28/11

2) The IP addresses for which Plaintiff's counsel has made a settlement offer and how that offer was communicated, e.g. by mail, phone, or email. The movants (for motions to quash) and objectors to whom Plaintiff's counsel has made a settlement offer and how that offer was communicated.

Status	IP	USMail	71.202.113.106	USMail	98.208.108.119
USMail	67.121.209.48	USMail	76.127.112.56	USMail	98.182.27.239
USMail	66.215.158.202	USMail	24.6.249.176	USMail	98.207.248.39
USMail	68.101.114.52	USMail	67.166.151.220	USMail	98.234.59.149
USMail	68.113.62.22	USMail	67.180.246.80	USMail	24.4.119.18
USMail	67.181.128.221	USMail	76.14.29.230	USMail	24.6.73.58
USMail	69.107.102.11	USMail	76.254.41.180	USMail	174.65.129.8
USMail	64.203.113.177	USMail	24.23.6.73	USMail	76.126.155.41
USMail	67.161.66.97	USMail	71.198.194.113	USMail	76.126.66.211
USMail	69.108.96.77	USMail	72.211.231.103	USMail	71.204.161.2
USMail	99.183.240.55	USMail	72.197.231.3	USMail	76.200.129.112
USMail	98.210.25.174	USMail	24.4.144.239	USMail	70.181.85.58
USMail	98.207.38.44	USMail	71.198.158.39	USMail	71.202.249.178
USMail	68.4.128.139	USMail	72.220.42.29	USMail	74.213.246.188
USMail	68.5.188.159	USMail	76.230.233.239	USMail	98.192.186.87
USMail	69.227.70.219	USMail	24.23.222.237	USMail	99.183.242.47
USMail	69.107.91.219	USMail	209.237.232.57	USMail	98.176.78.121
USMail	76.20.11.145	USMail	108.81.168.247	USMail	99.24.161.31
USMail	71.195.97.154	USMail	24.180.49.171	USMail	98.234.38.72
USMail	72.220.176.44	USMail	24.5.38.201	USMail	98.210.218.152
USMail	76.126.36.154	USMail	98.207.183.169	USMail	98.238.203.2
USMail	76.103.48.164	USMail	24.205.30.192	USMail	99.183.243.142
USMail	24.5.13.184	USMail	67.180.56.26	USMail	98.176.15.188
USMail	68.127.118.133	USMail	68.126.204.146	USMail	98.248.213.208
USMail	68.5.122.173	USMail	68.111.244.226	USMail	99.41.79.188
USMail	68.7.130.203	USMail	68.105.66.166	USMail	67.169.107.114
USMail	68.8.57.53	USMail	72.197.43.207	USMail	67.187.248.194

*In cases where a motion to quash was filed.*

Status	IP
USMail	71.139.12.128

USMail 71.83.208.158

**3) A list of ISPs not complying with Magistrate Judge Lloyd's expedited discovery order, and for which IP addresses the ISP is not complying. Include the reason, if any, given by the ISP for not complying.**

ISP	IP Addresses	Reason
Advanced Colocation	ALL	None provided
Black Oak Computers	66.160.133.102	Two Subpoenas issued, one completed, the other no response, no reason provided
Clearwire US	ALL	None provided
Covad Communications Co.	ALL	None provided
Frontier Communications of America	ALL	None provided
Sonic	ALL	None provided
Sprint PCS	ALL	None provided
Surewest Broadband	ALL	None provided
Verizon Online	ALL	None provided

**4) A list of ISPs not complying with a subpoena, and for which IP addresses the ISP is not complying. Include the reason, if any, given by the ISP for not complying.**

ISP	IP Addresses	Reason
Advanced Colocation	ALL	None provided
Black Oak Computers	66.160.133.102	Two Subpoenas issued, one completed, the other no response, no reason provided
Clearwire US	ALL	None provided
Covad Communications Co.	ALL	None provided
Frontier Communications of America	ALL	None provided
Sonic	ALL	None provided
Sprint PCS	ALL	None provided
Surewest Broadband	0	None provided
Verizon Online	0	None provided

**5) A list of the ISPs for which there is a pending motion to quash.**

AT&T, COMCAST, CHARTER & COX

**6) Whether, when, and by what means Plaintiff's counsel has contacted John Doe 134, the movant in ECF No. 25.**

Plaintiff's counsel has not attempted to contact the unidentified individual referred to by the Court as "John Doe 134."

**7) Whether, when, and by what means Plaintiff's counsel has contacted or attempted to contact Messrs. Ferlito and Smith.**

Plaintiff's counsel attempted to contact Mr Ferlito by U.S mail. Plaintiff's counsel attempted to contact Mr. Smith by U.S. mail.

**8) A list of the IP addresses for which Plaintiff's counsel received subpoena returns and whether the ISP provided all the categories of information requested by the subpoena. If the ISP did not provide all categories of information, identify which categories of information were not provided.**

IP Address	Missing	IP Address	Missing	IP Address	Missing
68.126.204.146	Phone, email	69.107.91.219	Phone, email	76.200.129.112	Phone, email
68.127.118.133	Phone, email	69.108.96.77	Phone	76.254.41.180	Phone, email
69.107.102.11	Phone,	69.227.70.219	Phone	99.183.240.55	Phone, email
		71.139.12.128	Email		

99.183.242.47	Phone, email	24.5.13.184	Email	76.126.66.211	Email
		67.161.66.97	Email	98.192.186.87	Email
99.183.243.142	Phone, email	67.166.151.220	Email	98.207.248.39	Email
		67.169.107.114	Email	98.208.108.119	Email
99.24.161.31	Phone, email	67.180.56.26	Email	98.210.218.152	Email
		67.181.128.221	Email	98.210.25.174	Email
99.41.79.188	Phone	67.187.248.194	Email	98.234.128.170	Email
209.237.232.57	Phone	71.198.158.39	Email	98.234.38.72	Email
68.113.62.22	Email	71.202.113.106	Email	98.234.59.149	Email
74.213.246.188	Email	71.202.249.178	Email	98.248.213.208	Email
24.23.222.237	Email	76.103.48.164	Email	68.101.114.52	Email
24.23.6.73	Email	76.126.155.41	Email	72.197.231.3	Phone, email
24.4.144.239	Email	76.126.36.154	Email		

9) A list of the BitTorrent copyright infringement cases involving multiple joined John Doe Defendants filed Plaintiff's counsel's law firm or predecessor firm in federal court. Identify the case by name, case number, court, and filing date. For each case, indicate how many Doe Defendants were actually served.

Although our records indicate that we have filed suits against individual copyright infringement defendants, our records indicate that no defendants have been served in the below-listed cases.

Case Name	Case Number	Court	Filing date
Lightspeed Media Corporation v. Does 1-9	4:11-cv-02261	ND CA	5/6/11
MCGIP, LLC v. Does 1-9	3:11-cv-02262	ND CA	5/6/11
CP Productions, Inc. v. Does 1-300	1:10-cv-06255	ND IL	9/29/10
Future Blue, Inc. v. Does 1-300	1:10-cv-06256	ND IL	9/29/10
First Time Videos LLC v. Does 1-500	1:10-cv-06254	ND IL	9/29/11
Hard Drive Productions, Inc. v. Does 1-100	1:10-cv-05606	ND IL	9/2/10
Lightspeed Media Corporation v. Does 1-100	1:10-cv-05604	ND IL	9/2/10
Millennium TGA, Inc. v. Does 1-100	1:10-cv-05603	ND IL	9/2/10
In the Matter Of a Petition By Ingenuity13 LLC	2:11-mc-00084	ED CA	10/28/11
Pacific Century International Ltd, v. Does 1-101	4:11-cv-02533	ND CA	5/25/11
Boy Racer Inc. v. Does 1-10	1:11-cv-00592	SD OH	8/26/11
Hard Drive Productions, Inc. v. Does 1-10	1:11-cv-02980	ND IL	5/4/11
Boy Racer Inc. v. Does 1-10	3:11-cv-00492	WD KY	8/31/11
CP Productions, Inc. v. Does 1-12	3:11-cv-02259	ND CA	5/6/11
Hard Drive Productions, Inc. v. Does 1-11	1:11-cv-23033	SD FL	8/23/11
Hard Drive Productions, Inc. v. Does 1-12	1:11-cv-00595	SD OH	8/26/11
MCGIP, LLC v. Does 1-14	1:11-cv-02887	ND IL	4/29/11
CP Productions, Inc. v. Does 1-14	1:11-cv-22204	SD FL	6/17/11
Hard Drive Productions, Inc. v. Does 1-14	1:11-cv-02981	ND IL	5/4/11
Pacific Century International LTD v. Does 1-14	1:11-cv-03118	ND IL	5/10/11
Boy Racer Inc. v. Does 1-17	1:11-cv-05416	ND IL	8/10/11
MCGIP, LLC v. Does 1-316	1:10-cv-06677	ND IL	10/15/10
Hard Drive Productions, Inv. v. Does 1-16	1:11-cv-23064	SD FL	8/25/11
Hard Drive Productions, Inc. v. Does 1-16	1:11-cv-03108	ND IL	5/10/11
VPR Internationale v. Does 1-17	4:11-cv-01494	ND CA	3/28/11
First Time Videos LLC v. Does 1-18	4:11-cv-00069	SD IN	6/14/11
MCGIP, LLC v. Does 1-17	3:11-cv-50062	ND IL	3/9/11
Boy Racer Inc. v. Does 1-17	1:11-cv-03097	ND IL	5/9/11
VPR International v. Does 1-1017	2:11-cv-02068	ND IL	3/8/11
Hard Drive Productions, Inc. v. Does 1-118	4:11-cv-01567	ND CA	3/3/11
Hard Drive Productions, Inv. v. Does 1-18	1:11-cv-23032	SD FL	8/23/11

MCGIP, LLC v. Does 1-18	3:11-cv-01495	ND CA	3/28/11
Pink Lotus Entertainment LLC v. Does 1-20	1:11-cv-03048	ND IL	5/6/11
MCGIP, LLC v. Does 1-20	1:11-cv-04486	ND IL	7/1/11
Millennium TGA, inc. v. Does 1-21	3:11-cv-02258	ND CA	5/6/11
MCGIP, LLC v. Does 1-21	4:11-cv-01783	ND CA	4/12/11
Hard Drive Productions, Inc. v. Does 1-21	4:11-cv-00059	SD IN	5/20/11
Hard Drive Productions, Inv. v. Does 1-20	1:11-cv-22208	SD FL	6/17/11
AF Holdings LLC v. Does 1-20	3:11-cv-00491	WD KY	8/31/11
Millennium TGA, inc. v. Does 1-21	5:11-cv-01739	ND CA	4/8/11
Boy Racer Inc. v. Does 1-23	4:11-cv-00070	SD IN	6/14/11
First Time Videos LLC v. Does 1-23	1:11-cv-05417	ND IL	8/10/11
Boy Racer Inc. V. Does 1-22	1:11-cv-02984	ND IL	5/4/11
MCGIP, LLC v. Does 1-24	1:11-cv-04488	ND IL	7/1/11
Hard Drive Productions Inc. v. Does 1-25	1:11-cv-03864	ND IL	6/7/11
Openmind Solutions, Inc. v. Does 1-2,925	3:11-cv-00092	SD IL	2/2/11
MCGIP, LLC v. Does 1-24	1:11-cv-02985	ND IL	5/4/11
Hard Drive Productions, Inc. v. Does 1-24	1:11-cv-02829	ND IL	4/27/11
MCGIP LLC v. Does 1-26	5:11-cv-03679	ND CA	7/27/11
Hard Drive Productions, Inc. v. Does 1-27	1:11-cv-03863	ND IL	6/7/11
First Time Videos LLC v. Does 1-27	1:11-cv-02890	ND IL	4/29/11
Pacific Century International Ltd, v. Does 1-129	5:11-cv-03681	ND CA	7/27/11
First Time Videos LLC v. Does 1-28	1:11-cv-02982	ND IL	5/4/11
MCGIP LLC v. Does 1-30	5:11-cv-03680	ND CA	7/27/11
Hard Drive Productions, Inv. v. Does 1-130	4:11-cv-03826	ND CA	8/3/11
AF Holdings LLC v. Does 1-29	0:11-cv-01794	D MN	7/6/11
Hard Drive Productions, Inc. v. Does 1-30	1:11-cv-22102	SD FL	6/9/11
Pacific century International LTD v. Does 1-31	1:11-cv-09064	ND IL	12/21/11
Hard Drive Productions, Inv. v. Does 1-33	4:11-cv-03827	ND CA	8/3/11
Hard Drive Productions, Inv. v. Does 1-32	1:11-cv-22206	SD FL	6/17/11
MCGIP, LLC v. Does 1-32	1:11-cv-22210	SD FL	6/17/11
Pacific Century International LTD v. Does 1-34	1:11-cv-03857	ND IL	6/7/11
Hard Drive Productions, Inc. v. Does 1-35	1:11-cv-03866	ND IL	6/7/11
Boy Racer Inc v. Does 1-34	1:11-cv-23035	SD FL	8/23/11
AF Holdings LLC v. Does 1-135	4:11-cv-03336	ND CA	7/7/11
Bubble Gum Productions, LLC v. Does 1-37	1:12-cv-00595	ND IL	1/26/12
First Time Videos LLC v. Does 1-37	4:11-cv-01675	ND CA	4/6/11
Openmind Solutions, Inc. v. Does 1-39	3:11-cv-03311	ND CA	7/6/11
First Time Videos LLC v. Does 1-541	1:11-cv-02031-RLW	DC	11/15/11
Hard Drive Productions, Inc. v. Does 1-42	3:11-cv-01956	ND CA	4/22/11
First Time Videos LLC v. Does 1-43	1:11-cv-09066	ND IL	12/21/11
MCGIP, LLC v. Does 1-44	1:11-cv-03098	ND IL	5/9/11
Pacific Century International LTD v. Does 1-44	1:11-cv-04825	ND IL	7/18/11
Hard Drive Productions, Inc. v. Does 1-44	1:11-cv-02828	ND IL	4/27/11
Pink Lotus Entertainment LLC v. Does 1-46	5:11-cv-02263	ND CA	5/6/11
First Time Videos LLC v. Does 1-46	3:11-cv-03822	ND CA	8/3/11
Hard Drive Productions, Inc v. Does 1-46	3:11-cv-01959	ND CA	4/22/11
Pacific Century International, LTD v. Does 1-48	3:11-cv-03823	ND CA	8/3/11
Hard Drive Productions, Inc. v. Does 1-48	3:11-cv-01957	ND CA	4/22/11
Hard Drive Productions, Inc. v. Does 1-48	1:11-cv-09062	ND IL	12/21/11
MCGIP, LLC v. Does 1-49	5:11-cv-01801	ND CA	4/13/11
MCGIP, LLC v. Does 1-149	4:11-cv-02331	ND CA	5/11/11
Hard Drive Productions, Inc. v. Does 1-51	1:11-cv-05414	ND IL	8/10/11
Boy Racer Inc v. Does 2-52	5:11-cv-02834	ND CA	6/14/11
Boy Racer Inc. v. Does 1-52	5:11-cv-02329	ND CA	5/11/11
Hard Drive Productions, Inc. v. Does 1-53	3:11-cv-02330	ND CA	5/11/11
Pink Lotus Entertainment LLC v. John Does 1-53	1:11-cv-22103	SD FL	6/9/11

MCGIP LLC v. Does 1-55	3:11-cv-03312	ND CA	7/6/11
Hard Drive Productions, Inv. v. Does 1-55	1:11-cv-02798	ND IL	4/27/11
Hard Drive Productions, Inc. v. Does 1-58	4:11-cv-02537	ND CA	5/25/11
AF Holdings LLC v. Does 1-1,058	1:12-cv-00048	DC	1/11/12
Boy Racer Inc v. Does 1-60	3:11-cv-01738	ND CA	4/8/11
AF Holdings LLC v. Does 1-62	1:11-cv-00593	SD OH	8/26/11
AF Holdings LLC v. Does 1-162	1:11-cv-23036	SD FL	8/23/11
First Time Videos LLC v. Does 1-63	1:11-cv-03837	ND IL	6/6/11
MCGIP, LLC v. Does 1-1,164	1:10-cv-07675	ND IL	12/2/10
Hard Drive Productions, Inv. v. Does 1-166	5:11-cv-03682	ND CA	7/27/11
Openmind Solutions, Inc. v. Does 1-565	1:11-cv-01883	DC	10/25/11
Hard Drive Productions, Inc.v. Does 1-66	5:11-cv-03005	ND CA	6/17/11
Boy Racer Inc v. Does 2-71	5:11-cv-02833	ND CA	6/14/11
Boy Racer Inc. v. Does 1-71	5:11-cv-01958	ND CA	4/22/11
Heartbreaker Productions, Inc. v. Does 1-71	1:11-cv-02860	ND IL	4/28/11
Boy Racer Inc v. Does 1-73	3:11-cv-02534	ND CA	5/25/11
First Time Videos LLC v. Does 1-76	1:11-cv-03831	ND IL	6/6/11
Hard Drive Productions, Inc. v. Does 1-80	5:11-cv-02535	ND CA	5/25/11
Bubble Gum Productions, LLC v. Does 1-80	1:12-cv-20367	SD FL	1/30/12
Hard Drive Productions, Inv. v. Does 1-84	5:11-cv-03648	ND CA	7/26/11
Pacific Century International LTD v. Does 1-87	3:11-cv-02915	ND CA	6/14/11
First Time Videos LLC v. Does 1-186	3:11-cv-03310	ND CA	7/6/11
Hard Drive Productions, Inc v. Does 1-87	3:11-cv-02333	ND CA	5/11/11
Hard Drive Productions, Inc v. Does 1-188	3:11-cv-01566	ND CA	3/31/11
Hard Drive Productions, Inc v. Does 1-87	5:11-cv-03004	ND CA	6/17/11
Hard Drive Productions, Inv. v. Does 1-90	5:11-cv-03825	ND CA	8/3/11
First Time Videos LLC v. Does 1-294	3:11-cv-02916	ND CA	6/14/11
Hard Drive Productions, Inv. v. Does 1-1,495	1:11-cv-01741	DC	9/27/11
AF Holdings LLC v. Does 1-96	3:11-cv-03335	ND CA	7/7/11
AF Holdings LLC v. Does 1-97	4:11-cv-03067	ND CA	6/21/11
Boy Racer Inc. v. Does 1-98	3:11-cv-02536	ND CA	5/25/11

# **EXHIBIT G**

1 Morgan E. Pietz (SBN 260629)  
2 THE PIETZ LAW FIRM  
3 3770 Highland Ave., Ste. 206  
4 Manhattan Beach, CA 90266  
5 mpietz@pietzlawfirm.com  
6 Telephone: (310) 424-5557  
7 Facsimile : (310) 546-5301

8 Attorney for Putative John Doe in 2:12-cv-08333-ODW-JC

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

11 INGENUITY 13, LLC, a Limited Liability  
12 Company Organized Under the Laws of  
13 the Federation of Saint Kitts and Nevis,

14 Plaintiff,

15 v.

16 JOHN DOE,

17 Defendant.

Case Number(s): 2:12-cv-08333-ODW-JC

Case Assigned to: Judge Otis D Wright, II  
Discovery Referred to: Magistrate Judge  
Jacqueline Chooljian

**DECLARATION OF JESSE NASON**

**DECLARATION OF JESSE NASON**

1  
2 I, Jesse Nason, have personal knowledge of the facts alleged herein and hereby declare as  
3 follows:

4 1. I was the defendant in *Lightspeed Media Corporation v. Nason*, Los Angeles  
5 Superior Court No. NC057950. Counsel for the plaintiff in that case was Mr. Brett Gibbs  
6 of Prenda Law, Inc. Prenda got my name and contact info from my ISP via a prior case  
7 filed by Lightspeed in St. Clair County, Illinois. *Lightspeed Media Corporation v. John*  
8 *Doe*, Circuit Court of St. Clair County, IL, No. 11 L 683. Prenda subpoenaed my ISP in  
9 the Illinois case, and then followed up and sued me individually here in Los Angeles  
10 County, where I reside.

11 2. I understand from my attorney Morgan Pietz that at the first hearing in the  
12 LA case, Mr. Gibbs was asked how he could justify naming and serving me with the  
13 complaint in this case, given his prior admissions that the mere fact that someone is an ISP  
14 bill payer is not enough to conclude that such a person is an actual infringer. My attorney  
15 told me that Mr. Gibbs responded at the hearing by saying that Prenda had done an  
16 investigation and determined that I “lived alone.”

17 3. I do not live alone, and have not lived alone for a long time. I have been  
18 married for 9 years, during which time I have always lived with my wife. We have been at  
19 our current address, which is in a high rise apartment building, for the last three years.

20 4. I did not commit the wrongful acts I was accused of in the case Prenda  
21 brought against me. I attempted to resolve this matter with Prenda by showing them  
22 credible third party evidence (in the form of a November 2011 email chain between me and  
23 the Apple iTunes store) that on the day of the alleged wrongful activity, my iTunes account  
24 was actually hacked. That is, on the day someone supposedly hacked into the Lightspeed  
25 site from my IP address, someone also hacked into my iTunes account. At the time, I had  
26 an open WiFi network. In my apartment, when I go to log on to wireless Internet, there are  
27 usually about 20 or so networks within range of my computer.

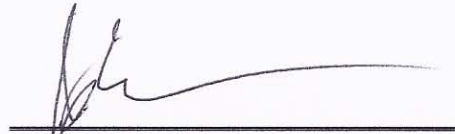


1 5. As a result of Prenda’s lax approach to its obligations to perform a  
2 reasonable investigation and to have good faith basis to believe something (i.e., that *I was*  
3 *the actual wrongdoer*) before it alleges it, I have been publicly—but wrongly—accused of  
4 downloading “teen” pornography. I am a teacher, and this is a problem for me. After my  
5 attorney got the case against me dismissed on demurrer, but with leave to amend, Prenda  
6 filed a first amended complaint. On the eve of my attorney filing a demurrer to that first  
7 amended complaint, Prenda simply dismissed this case against me without prejudice.

8  
9 I declare under penalty of perjury under the laws of the United States of America that the  
10 foregoing is true and correct.

11  
12 Respectfully submitted,

13  
14 DATED: January 14, 2013  
15 At Long Beach California,

16   
17 \_\_\_\_\_  
18 Jesse Nason, Declarant

19  
20 **CERTIFICATE OF SERVICE**

21 I hereby certify that on this day, the above document was submitted to the CM/ECF  
22 system, which sent notification of such filing(s) to the plaintiff, which is registered for  
23 electronic service.

24 Respectfully submitted: January 14, 2013

25 THE PIETZ LAW FIRM  
26 /s/ Morgan E. Pietz  
27 Morgan E. Pietz  
28 THE PIETZ LAW FIRM  
Attorney for Putative John Doe(s)  
Appearing on Caption

# **EXHIBIT H**

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

AF HOLDINGS LLC,  
Plaintiff,

No. C 12-2049 PJH

v.

**ORDER DENYING MOTION FOR  
LEAVE TO FILE SECOND AMENDED  
COMPLAINT**

JOHN DOE, et al.,  
Defendants.

Plaintiff’s motion for leave to amend the complaint came on for hearing before this court on November 7, 2012. Plaintiff appeared by its counsel Brett L. Gibbs, and defendant Josh Hatfield appeared by his counsel Nicholas Ranallo. Having read the parties’ papers and carefully considered their arguments and the relevant legal authority, the court hereby DENIES the motion.

**BACKGROUND**

Plaintiff AF Holdings LLC holds the copyrights to any number of “adult entertainment” videos, and has filed numerous lawsuits asserting copyright infringement against multiple “Doe” defendants, based on their alleged unlawful downloading of those videos from the Internet.

The downloading is alleged to have been accomplished by using online peer-to-peer file-sharing tool called BitTorrent. The BitTorrent transfer protocol is a file-sharing method

1 used for distributing data via the Internet. See, e.g., Diabolic Video Prods., Inc. v. Does 1-  
2 2099, 2011 WL 3100404, at \*2 (N.D. Cal. May 31, 2011).

3 Because the alleged unlawful downloading occurs behind the mask of anonymous  
4 internet protocol ("IP") addresses, AF Holdings does not know the identity of the persons  
5 who have utilized BitTorrent to access the copyrighted videos. At most, AF Holdings is  
6 able to identify the alleged infringers by the unique IP address assigned to the Internet  
7 subscriber by the subscriber's Internet Service Provider ("ISP"). Generally, soon after filing  
8 one of these lawsuits, AF Holdings requests an order authorizing limited expedited  
9 discovery, so it can serve subpoenas on the ISPs in the hope of obtaining the identity of the  
10 "Doe" defendants based on the IP addresses of their computers.

11 On July 7, 2011, AF Holdings filed a complaint in this district against 135 unidentified  
12 "Doe" defendants (identified only by IP addresses), alleging that on either April 21, 2011 or  
13 May 2, 2011, each of the 135 "Does" had infringed AF Holdings' copyright by downloading  
14 a video called "Sexual Obsession." See AF Holdings v. Does 1-135, No. C-11-3336 LHK  
15 (N.D. Cal.). On July 14, 2011, AF Holdings requested expedited discovery in order to  
16 discover the identity of the subscribers associated with the IP addresses. The request was  
17 granted on August 2, 2011. Among the IP addresses implicated in that suit was  
18 67.161.66.97, which is registered to defendant Josh Hatfield ("Hatfield").

19 According to Hatfield, his ISP provided his identifying information to AF Holdings in  
20 October 2011. After obtaining this information, AF Holdings did nothing for three months –  
21 although it did dismiss a number of the Does identified by certain IP addresses (but not  
22 Hatfield). On January 19, 2012, noting that more than 190 days had passed since the filing  
23 of the complaint (and more than 150 days since the order authorizing expedited discovery)  
24 the court issued an order to show cause why the Doe defendants should not be dismissed  
25 based on AF Holdings' failure to effectuate service on any identified Doe.

26 On February 22, 2012, the court ordered AF Holdings to provide certain  
27 supplementary information. On February 28, 2012, AF Holdings filed a notice of voluntary  
28 dismissal of the claims against Does identified by 19 of the IP addresses (not including the

1 address associated with Hatfield). On March 27, 2012, the court dismissed the case in its  
2 entirety pursuant to Federal Rule of Civil Procedure 4(m), due to AF Holdings' failure to  
3 effectuate service on any of the defendants.

4 Approximately four weeks later, on April 24, 2012, AF Holdings filed the present  
5 action, asserting two claims of direct copyright infringement (reproduction and distribution)  
6 and one claim of contributory infringement against an unidentified Doe defendant, and  
7 another cause of action for negligence, against Hatfield, based on Hatfield's alleged failure  
8 to secure his Internet connection against unlawful downloading by third parties.

9 AF Holdings alleged that the Doe defendant had performed the actual downloading  
10 and distribution, via the IP address that was registered to Hatfield, and that Hatfield  
11 "allowed" the Doe defendant to use his Internet connection to illegally download, republish,  
12 and distribute copies of the copyrighted video. However, AF Holdings did not allege any  
13 copyright infringement or contributory infringement claims against Hatfield.

14 After Hatfield moved to dismiss the negligence claim, AF Holdings filed a first  
15 amended complaint ("FAC"), which again asserted claims of copyright infringement against  
16 the Doe defendant, and a claim of negligence against Hatfield, based on an alleged third  
17 party's use of Hatfield's Internet connection to commit the infringement, and Hatfield's  
18 failure to secure his Internet connection and/or failure to monitor the unidentified third  
19 party's use of his Internet connection. In a footnote on page 1, AF Holdings stated that "[a]t  
20 this stage of the litigation, [p]laintiff does not know if [d]efendant Doe is the same individual  
21 as Josh Hatfield." FAC at 1, n.1.

22 On June 30, 2012, Hatfield moved to dismiss the negligence claim asserted in the  
23 FAC. In its opposition, filed July 16, 2012, AF Holdings asserted that it had not alleged that  
24 Hatfield knowingly facilitated and actively participated in anyone's infringement, but rather  
25 that Hatfield was a "concededly ignorant but alleged careless defendant." AF Holdings  
26 argued that its claim against Hatfield was purely based on a theory of negligence and a  
27 duty to secure one's Internet connection.

28 On September 4, 2012, the court issued an order granting the motion, on the basis

1 that an allegation of non-feasance (failure to secure Internet connection) cannot support a  
2 claim of negligence in the absence of facts showing the existence of a special relationship;  
3 and that the negligence claim was preempted by the Copyright Act. Finding that  
4 amendment would be futile, the court dismissed the negligence claim with prejudice. Since  
5 that was the only claim asserted against Hatfield, he was effectively dismissed from the  
6 case (although the order framed the issue solely in terms of dismissal of the negligence  
7 cause of action).

8 The order added that with regard to the Doe defendant, more than 120 days had  
9 passed since the case had been filed, and there was no indication in the docket that the  
10 Doe defendant had been served and no request for expedited discovery to learn the Doe  
11 defendant's identity had been filed. The court ordered AF Holdings to file a proof of  
12 service no later than October 4, 2012, showing service on the Doe defendant, and stated  
13 that if the proof of service was not filed by that date, the case would be dismissed under  
14 Rule 4(m).

15 AF Holdings did not file a proof of service. However, on September 28, 2012, it filed  
16 the present motion for leave to file a second amended complaint ("SAC"), to allege two  
17 claims of copyright infringement (reproduction and distribution) and a claim of contributory  
18 infringement against Hatfield (who was no longer in the case as of the date of the order  
19 dismissing the sole claim asserted against him in the FAC).

20 The proposed SAC did not name a Doe defendant. However, with the exception of  
21 having no Doe defendant and no cause of action for negligence, it was almost entirely  
22 identical to the FAC. The primary difference was that every incidence of "Doe defendant" in  
23 the FAC had been replaced by "defendant" or "defendant Hatfield" in the proposed SAC.

24 At the November 7, 2012 hearing, the court advised counsel for AF Holdings that he  
25 would have to persuade the court that he had discovered additional evidence, based on the  
26 same identification of a defendant that he had known about for more than a year. The  
27 court gave counsel one week to submit a revised proposed SAC that demonstrated  
28 diligence and that supported the alleged "new facts" asserted by counsel. The court also

1 indicated that it would prefer to resolve the case on the merits, rather than simply  
2 dismissing it for failure to serve, but that its concern was with lack of diligence on the part of  
3 AF Holdings, and whether the alleged “new facts” were sufficient to state a claim.

4 On November 14, 2012, AF Holdings filed a revised proposed SAC. The revised  
5 SAC is identical to the prior proposed SAC, except that it includes a section headed  
6 “Plaintiff’s Further Investigation of Defendant.” In this section, AF Holdings alleges that it

7 – initiated an online Internet investigation on September 8, 2012, which  
8 “determined [d]efendant’s general online presence,” from which AF Holdings “concluded”  
9 that Hatfield had “a large Internet presence” and that “that presence demonstrated  
10 [d]efendant’s knowledge of computers and the Internet,” Revised Proposed SAC ¶ 30;

11 – located a Facebook page “purportedly attributed to a Josh Hatfield  
12 living in the Bay Area fitting the age range of [d]efendant,” which stated that the individual  
13 “likes” movies – “pretty much any movie,” *id.* ¶ 31;

14 – located a MySpace page “purportedly attributed to a Josh Hatfield  
15 living in the Bay Area fitting the age range of [d]efendant,” stating that the individual “goes  
16 by the moniker ‘Mistah HAT’ and has pictures of his various activities including, but not  
17 limited to, playing video games,” *id.* ¶ 32;

18 – conducted a search on September 8, 2012 relating to Hatfield’s  
19 address (assertedly an 8-unit apartment building on Lenox Ave. in Oakland), and  
20 discovered a “recent” listing by a real estate agent for an apartment in that building that  
21 was advertised as being available on 3/1/12, *id.* ¶ 33 (including lengthy quotation from  
22 rental ad);

23 – called the agent who had listed the rental and left a message, but  
24 never received a call back, *id.* ¶ 34;

25 – was able to obtain no information about Hatfield’s neighbors or  
26 whether he in fact had any neighbors, *id.* ¶ 34;

27 – conducted “more research” on September 8, 2012 regarding the  
28 building’s “other potential residents,” which indicated that “while a residential building, it had

1 a few tenants who were running their businesses out of their units,” *id.* ¶ 35;

2 – performed a “skip trace” on Hatfield on October 9, 2012, and  
3 discovered that he was 33 years old, was in fact living at the Lenox Ave. address, was  
4 living with a 30-year old female with a different last name, and that “[t]here was no  
5 indication that the two were married,” *id.* ¶¶ 36-37;

6 – discovered “on or around the same time” that Hatfield has a criminal  
7 record, based on offenses that occurred in Oregon in 1999 and 2001, although “[t]he actual  
8 violation charged [is] unclear,” *id.* ¶ 38;

9 – found “no evidence” that Hatfield has “a wireless Internet network” or  
10 that “if such wireless Internet connection existed, that such network was unsecured (i.e.,  
11 without password protection),” *id.* ¶ 39;

12 – searched the court’s docket in this case and found no “declaration  
13 under oath” from Hatfield stating that “he had not infringed on” AF Holdings’ work, *id.* ¶ 40.

14 Based on the above, AF Holdings asserts that it had “a good faith basis to name  
15 Josh Hatfield as the infringing [d]efendant in this case,” in view of the fact that Hatfield was  
16 the subscriber assigned to the IP number 67.161.66.97 by his ISP in April 2011, and “was  
17 the only person with direct access to the account during this period,” and also “considering  
18 that any then unknown or unconfirmed information would bear out through the discovery  
19 process.” *Id.* ¶ 41.

## 20 DISCUSSION

### 21 A. Legal Standard

22 Federal Rule of Civil Procedure 15 requires that a plaintiff obtain either consent of  
23 the defendant or leave of court to amend its complaint once the defendant has answered,  
24 but “leave shall be freely given when justice so requires.” Fed. R. Civ. P. 15(a); see also,  
25 e.g., Chodos v. West Pub. Co., 292 F.3d 992, 1003 (9th Cir. 2002) (leave to amend  
26 granted with “extreme liberality”). The Ninth Circuit has held that discovery of new facts  
27 after a complaint was filed may warrant granting leave to amend. Wittmayer v. United  
28 States, 118 F.2d 808, 809 (9th Cir. 1941).



1 The effect of this policy of granting motions to amend with “extreme liberality” is that  
2 the moving party need only a reason why amendment is required, and the burden then  
3 shifts to the opposing party to convince the court that “justice” requires denial. See, e.g.,  
4 DCD Programs, Ltd. v. Leighton, 833 F.2d 183, 187 (9th Cir. 1987). Leave to amend is  
5 thus ordinarily granted unless the amendment is futile, would cause undue prejudice to the  
6 defendants, or is sought by plaintiffs in bad faith or with a dilatory motive. Foman v. Davis,  
7 371 U.S. 178, 182 (1962); Smith v. Pacific Properties and Dev. Corp., 358 F.3d 1097, 1101  
8 (9th Cir. 2004). In addition, amendments seeking to add claims are to be granted more  
9 freely than amendments adding parties. Union Pacific R. Co. v. Nevada Power Co., 950  
10 F.2d 1429, 1432 (9th Cir. 1991).

11 B. Plaintiff’s Motion

12 AF Holdings asserts that, “after further investigation since filing its [FAC],” it has “a  
13 reasonable basis to name and serve [d]efendant Hatfield as the direct and contributory  
14 infringer in this case.” Specifically, AF Holdings claims that since filing the FAC, it has  
15 “discovered new information about [Hatfield’s] interactions on the computer and living  
16 situation (among other things),” which information it asserts allows it to have “a good faith  
17 basis to name Josh Hatfield as the infringing [d]efendant in this case.”

18 AF Holdings contends that the motion is timely, and that in order to respond to the  
19 court’s order requiring filing of a proof of service showing service on the Doe defendant, it  
20 must first must file an amended complaint to name the infringer.

21 AF Holdings argues that there is no prejudice to Hatfield, because as of this date the  
22 court has not held a case management conference, and has set no deadline for requesting  
23 leave to amend the pleadings. AF Holdings also asserts that it is acting in good faith in  
24 seeking to amend the complaint.

25 In opposition, Hatfield argues that the case should be dismissed pursuant to Rule  
26 41(b) for failure to prosecute and failure to comply with the court’s order to file a proof of  
27 service on the Doe defendant; and second, that leave to amend should be denied. At the  
28 hearing, the court denied the motion to dismiss, and also denied a motion filed by AF

1 Holdings to strike the opposition.

2 With regard to the motion for leave to amend, Hatfield argues that AF Holdings' bad  
3 faith is "evident." He asserts that AF Holdings has strung him along for months on the  
4 premise that it was unaware of the identity of the infringer, and was unable to determine the  
5 identity without formal discovery – and indeed, filed two complaints based on this position.  
6 In addition, Hatfield notes that AF Holdings filed an opposition to the prior motion to dismiss  
7 the FAC, in which it explicitly stated that Hatfield was "concededly ignorant" regarding the  
8 alleged infringement.

9 Nevertheless, Hatfield asserts, on September 4, 2012, only a few hours after the  
10 court issued the order dismissing the negligence cause of action, counsel for AF Holdings  
11 sent an email threatening to sue him as the infringer unless he agreed to pay a particular  
12 settlement demand. Given AF Holdings' prior position that Hatfield had no knowledge of  
13 the alleged infringement, and its failure to sue him for copyright infringement, Hatfield  
14 contends that this email, sent mere hours after the court dismissed the negligence claim,  
15 constituted an "improper threat" and clearly shows AF Holdings' bad faith.

16 In a somewhat related argument, Hatfield asserts that AF Holdings unduly delayed  
17 in seeking leave to amend. Hatfield contends that AF Holdings knew or should have known  
18 of the facts and theories raised by the proposed amendments when it filed the prior  
19 versions of the complaint, but that in any event, AF Holdings has known of his identity for  
20 more than a year, and nonetheless failed to seek leave to amend to substitute him for the  
21 Doe defendant.

22 Since there has been no discovery relevant to this case since AF Holdings was  
23 granted expedited discovery to learn the identities of the owners of the implicated IP  
24 addresses in AF Holdings v. Does 1-135, and since AF Holdings previously indicated that  
25 Hatfield was a "concededly ignorant" account holder and does not explain what this "new  
26 information" is that it claims supports the proposed amendment, Hatfield argues that there  
27 is no reason AF Holdings could not have conducted its "investigation" earlier before wasting  
28 the time and resources of this court.

1 Hatfield argues in addition that AF Holdings has made no real effort to justify its own  
2 delay in this matter, and also has not established that Hatfield will not be prejudiced if the  
3 motion is granted. Hatfield contends that unlike the negligence claim, much of the  
4 evidence for the copyright claim would consist of “fleeting electronic evidence” which may  
5 be lost due to the passage of time, and that allowing AF Holdings to proceed with this claim  
6 would thus be prejudicial.

7 Finally, Hatfield argues that leave to amend would be futile, as AF Holdings is barred  
8 by principles of equitable and judicial estoppel from alleging that Hatfield is the infringer of  
9 its copyrighted works.

10 As noted above, in determining whether to grant leave to amend, the court must  
11 consider whether the proposed amendment is futile, whether it would cause undue  
12 prejudice to the defendant, and whether it is sought by plaintiff in bad faith or with a dilatory  
13 motive. These factors do not carry equal weight, as delay, by itself, may be insufficient to  
14 justify denial of a motion for leave to amend, and “it is the consideration of prejudice to the  
15 opposing party that carries the greatest weight.” Eminence Capital LLC v. Aspeon, Inc.,  
16 316 F.3d 1048, 1052 (9th Cir. 2003); see also Bowles v. Read, 198 F.3d 752, 758 (9th Cir.  
17 1999). On the other hand, egregious, unexplained delay alone may in certain  
18 circumstances provide a sufficient basis for denying leave to amend. See  
19 AmerisourceBergen Corp. v. Dialysis West, Inc., 465 F.3d 946, 953 (9th Cir. 2006).

20 With regard to futility, the court is not persuaded by Hatfield’s argument that the  
21 proposed amendment would be futile based on equitable estoppel and judicial estoppel.  
22 Both equitable estoppel and judicial estoppel are affirmative defenses. See, e.g.,  
23 Powertech Tech. Inc. v. Tessera, Inc., 872 F.Supp. 2d 924, 934-35 (2012) (equitable  
24 estoppel); Coble v. DeRosia, 823 F.Supp. 2d 1048, 1050 (E.D. Cal. 2011) (judicial  
25 estoppel). For that reason, assuming the court were to grant leave to amend, any such  
26 argument would be more appropriately raised in a Rule 12(b)(6) motion to dismiss.

27 As for Hatfield’s argument that he will be prejudiced because of the “fleeting” nature  
28 of electronic evidence, AF Holdings asserts in its reply that because Hatfield was previously

1 named as a defendant in the negligence claim, he had an obligation to “preserve evidence”  
2 that could be used in this case. However, the negligence claim was dismissed on  
3 September 4, 2012, and Hatfield had no continuing duty to preserve evidence after that  
4 date.

5 After AF Holdings filed the present action naming the Doe defendant and Hatfield,  
6 but did not sue Hatfield for infringement and even stated that it was not its intention to sue  
7 him for infringement, Hatfield had no reason to know, until AF Holdings filed the present  
8 motion for leave to amend, that he was in danger of being sued for copyright infringement.  
9 This is arguably prejudicial, although it may not be sufficient to qualify as “substantial  
10 prejudice” in order to justify denial of leave to amend. See Monongo Band of Mission  
11 Indians v. Rose, 893 F.2d 1074, 1079 (9th Cir. 1990).

12 The court does find, however, that AF Holdings delayed unduly in seeking leave to  
13 amend, and that its conduct is at least suggestive of bad faith. As noted above, the  
14 complaint in this action was filed on April 24, 2012. Thus, when AF Holdings filed its  
15 motion for leave to amend the complaint to add Hatfield as a defendant and to assert new  
16 claims against him – or to substitute Hatfield in place of the Doe defendant – the 120-day  
17 limit for service had already passed more than a month previously. Even though the  
18 complaint in this case was filed only five months before the motion for leave to amend was  
19 filed, there is no dispute that AF Holdings has had the identifying information for Hatfield  
20 since it obtained the information in the prior AF Holdings v. Does 1-135 case in October  
21 2011.

22 While the prior case was dismissed without prejudice, and AF Holdings was thus  
23 within its rights to file another suit naming a Doe defendant, AF Holdings did not file a  
24 complaint against Hatfield for infringement. Indeed, in the FAC in the present case, filed on  
25 June 14, 2012, AF Holdings asserted that it did not know if the Doe defendant was the  
26 same individual as Hatfield; and in its July 16, 2012 opposition to Hatfield’s motion to  
27 dismiss the FAC, AF Holdings stated unequivocally that it was not accusing Hatfield of  
28 infringement, and that Hatfield was a “concededly ignorant but alleged careless defendant.”

1 It was only after the court dismissed the negligence claim (with the result that no claim  
2 remained against Hatfield) that AF Holdings decided that it would sue Hatfield for  
3 infringement (unless Hatfield offered a sum of money to settle the case).

4 In addition, the court notes that the “investigation” AF Holdings claims to have  
5 conducted apparently commenced on September 8, 2012 – which was four days after the  
6 date the court dismissed the negligence claim and AF Holdings threatened to sue Hatfield  
7 as the infringer.

8 The court finds further that the new allegations in the revised proposed SAC are  
9 vague and speculative, and do not demonstrate diligence or add any substance to the  
10 claims. The allegation that AF Holdings discovered that Hatfield has “a large Internet  
11 presence” is conclusory and appears to be based on pure speculation about social media  
12 accounts that may or may not be registered to Hatfield. The lengthy quotation from the  
13 rental ad is irrelevant to the claims asserted in the complaint; at most, it simply supports AF  
14 Holdings’ claim that Hatfield lives in an 8-unit building. In addition, the alleged “research”  
15 about Hatfield’s “neighbors” is contradicted by the alleged “research” regarding the other  
16 residents of the building, as AF Holdings claims to have discovered no information about  
17 Hatfield’s neighbors, and to have simultaneously learned that “a few [unidentified] tenants”  
18 in Hatfield’s building were/are running businesses out of their apartments. In any event,  
19 this “research” sheds no light on the alleged infringement.

20 Similarly, the allegation that Hatfield is sharing the apartment with someone of the  
21 opposite sex, and that “there is no indication that the two are married” is meaningless, as is  
22 the allegation that AF Holdings found “no evidence” that Hatfield has a wireless connection.  
23 Finally, the allegation that Hatfield has a criminal record is vague as to the offenses  
24 charged or any other details.

25 In short, the revised proposed SAC alleges no facts showing that Hatfield infringed  
26 AF Holdings’ copyrighted material, apart from the facts that were previously alleged and  
27 that have been known to AF Holdings for more than a year – in particular, that the IP  
28 connection through which the material was downloaded is registered to Hatfield.

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**CONCLUSION**

In accordance with the foregoing, AF Holdings' motion for leave to file a second amended complaint is DENIED. In addition, for the reasons stated at the hearing, AF Holdings' motion to strike Hatfield's opposition to the motion is DENIED, as is Hatfield's request that the case be dismissed pursuant to Rule 41(b).

**IT IS SO ORDERED.**

Dated: January 7, 2013



---

PHYLLIS J. HAMILTON  
United States District Judge

**United States District Court**  
For the Northern District of California

# **EXHIBIT I**

1 Nicholas Ranallo, Attorney at Law #275016  
 2 371 Dogwood Way  
 3 Boulder Creek, CA 95006  
 4 Telephone No.: (831) 703 - 4011  
 5 Fax No.: (831) 533-5073  
 6 Email: nick@ranallolawoffice.com

7  
 8  
 9 Attorney for Defendant Joe Navasca

10  
 11 UNITED STATES DISTRICT COURT  
 12 FOR THE NORTHERN DISTRICT OF CALIFORNIA

13 AF HOLDINGS, LLC.,

14 Plaintiff,

15 v.

16 JOE NAVASCA

17 Defendants.

Case No. 3:12-cv-02396-EMC

**JOSH HATFIELD'S DECLARATION IN  
 SUPPORT OF DEFENDANT'S MOTION  
 TO POST UNDERTAKING**

**DECLARATION OF JOSH HATFIELD**

- 18 1. I am over the age of 18, and presently reside in Oakland, CA. The instant declaration is  
 19 based on my personal knowledge and I could and would testify competently to the truth of  
 20 the facts herein.
- 21 2. I am the defendant named in *AF Holdings v. Josh Hatfield* (4:12-cv-2049-PJH), presently  
 22 pending in the Northern District of California.
- 23 3. AF Holdings initially accused me of negligence in that action, though the cause of action  
 24 for negligence was dismissed.
- 25 4. On September 28, 2012, Plaintiff sought to amend the complaint in the above-noted matter  
 26 to accuse me of sharing their clients work, though they had previously admitted that they  
 27 did not know the identity of the alleged infringer.



1 5. After being ordered by the court, Plaintiff submitted a 'Proposed Second Amended  
2 Complaint', a copy of which is annexed hereto as Exhibit A.

3 6. This proposed complaint includes a section entitled "Plaintiff's Further Investigation of  
4 Defendant," beginning on Page 8, which purportedly explains how they chose me as the  
5 "infringer" in that matter.


6 7. ¶ 31 of Plaintiff's proposed complaint discusses a Facebook page that supposedly includes  
7 evidence of guilt, including that "Defendant 'likes' movies, 'pretty much any movie,'  
8 among other things."

9 8. The Facebook page identified in ¶31 of Plaintiff's complaint does not belong to me, nor  
10 am I responsible for any of the content thereon.

11 9. ¶32 of Plaintiff's proposed complaint discusses a MySpace page that also supposedly  
12 includes evidence of guilt, including "pictures of his various activities, including, but not  
13 limited to, playing video games."

14 10. The MySpace page identified in ¶32 of Plaintiff's proposed complaint likewise does not  
15 belong to me, nor am I responsible for any of the content thereon.

16  
17 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
18 true and correct and that this Declaration is executed on this 12<sup>th</sup> day of December, 2012, in  
19 Oakland, CA

20  
21  
22 

23 Josh Hatfield

# **EXHIBIT J**

**GODFREAD LAW FIRM, P.C.**

100 South Fifth Street, Suite 1900, Minneapolis, MN 55402

November 29, 2012

**Via ECF**

The Honorable Richard H. Kyle  
772 Federal Building  
316 N. Robert Street  
St. Paul, MN 55101

The Honorable Joan N. Erickson  
12W U.S. Courthouse  
300 South Fourth Street  
Minneapolis, MN 55415

**Re: Alan Cooper - AF Holdings, LLC and Ingenuity13, LLC**

Dear Judge Kyle and Judge Erickson:

I represent Alan Cooper who is concerned that his name or identity is being used without his consent as the CEO of AF Holdings, LLC, a plaintiff in several cases pending in the District of Minnesota. His name appears in attachments to the pleadings in these cases. Perhaps, the CEO of AF Holdings has the same name as my client, we have substantial information that would indicate that this is not a mere coincidence. I would like to be certain my client is not at risk of liability for the outcome of these cases and others like it and that he is not being made a front for the litigation activities of plaintiffs. I have attempted to contact counsel for AF Holdings and their reaction has not been reassuring.

My client had for several years acted as a caretaker for a Minnesota property owned by an attorney by the name of John Steele. When visiting his property, Steele had on numerous occasions bragged to my client about a plan involving massive copyright litigation in multiple jurisdictions. He also specifically instructed my client to contact him if anyone asked about various corporations, that Cooper was to call him. When Cooper confronted Steele about that, Steele told him not to worry about it. Needless to say, my client was suspicious, but did not know what to make of this situation. Upon learning about the many lawsuits filed by AF Holdings and learning that AF Holdings has a CEO with an identical name he began to investigate further, eventually prompting him to retain counsel.

Steele has filed numerous lawsuits across the country similar to the ones before this court involving copyright infringement over Bittorrent and may be heavily involved in the cases filed here by AF Holdings. Steele has appeared on behalf of AF Holdings in at least one case (see Ex. A). Steele also shares an office address (161 N. Clark Street, Chicago, IL 60601) with the office listed on the website of plaintiff's counsel ([www.wefightpiracy.com](http://www.wefightpiracy.com)) (see Ex. B and C). Steele's former law firm, Steele Hansmeier, appears to be the predecessor firm to Prenda Law and used the same domain name (see Ex. D - a screenshot of a cached copy of Steele's law firm Steele Hansmeier at [www.wefightpiracy.com](http://www.wefightpiracy.com) in February 2011) Steele Hansmeier has also represented Ingenuity 13, which also appears to have a similar case pending here (0:12-cv-02686-RHK-JJG) which apparently also has a manager named Alan Cooper. (See Ex. E, page 8). From these exhibits, it is also clear that attorney Dugas shares a phone number with attorney Gibbs of Steele Hansmeier (415-325-5900).

[paul@godfreadlaw.com](mailto:paul@godfreadlaw.com)  
[www.godfreadlaw.com](http://www.godfreadlaw.com)

phone 612-284-7325  
fax 612-465-3609

Hon. Richard H. Kyle and Hon. Joan N. Ericksen  
November 29, 2012  
Page Two

When investigating this matter and calling the number listed on the wefightpiracy.com website, I confirmed that Steele is currently "of counsel" with Prenda Law. I called and emailed local counsel, Michael Dugas to give notice of representation and to find out if there was in fact a different Alan Cooper with AF Holdings. Within an hour after giving notice to Prenda Law and local counsel of my representation, Steele himself called my client several times in a row and asked if he had been talking to attorneys in Minnesota. Because I had not yet heard from attorneys Dugas or Steele, I looked for an alternative phone number for attorney Dugas and found a different number than the one that appears on the pleading (312-880-9160, See Ex. F). This number appears as attorney Steele's number in Exhibit A as well. Calling that number, I heard a voicemail message which said "Prenda Law." I again left a message, but have received no response. Because I have received no response from Dugas or Steele, and because Steele has contacted my client, my suspicions are now increased.

Today, I received an email from another attorney from Prenda Law, Paul Duffy, suggesting that their client, AF Holdings, probably would not volunteer information. I reasserted my request to confirm that there was another Alan Cooper at AF Holdings. Shortly before sending this letter, Duffy emailed me again and said that I should not contact his office again.

My client would like certainty that his identity is not being used without his knowledge and against his will as the would be CEO of AF Holdings, LLC or as a manager of Ingenuity13, LLC. Because both are Nevis based companies, discovering the true officers or directors is at best difficult. I have attempted to contact plaintiffs' attorneys, but have not received a response that would allow me to advise my client that he should not be concerned.

I respectfully request leave to file a motion to intervene and to seek discovery regarding the true identity of AF Holdings, LLC's CEO and Ingenuity 13, LLC's manager, Alan Cooper.

Sincerely,



Paul Godfread

#### Exhibits

cc: John Steele, Esq. (via email)  
Paul Duffy, Esq. (via email)  
Michael Dugas (via ECF)

paul@godfreadlaw.com  
www.godfreadlaw.com

phone 612-284-7325  
fax 612-465-3609

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

AF HOLDINGS LLC,
Plaintiff,
v.
DOES 1 – 1058,
Defendants.
Case : 1:12-cv-00048
Judge : Hon. Beryl A. Howell

MOTION FOR PRO HAC VICE ADMISSION OF JOHN L. STEELE

I, Paul A. Duffy, hereby move pursuant to Local Civil Rule 83.2(d) for the pro hac vice admission of John L. Steele to the bar of this Court to act as co-counsel in this action. Mr. Steele is of counsel with the firm of Prenda Law, Inc., and is a member in good standing of the bar of the State of Illinois and the U.S. District Court for the Northern District of Illinois. On the basis of the foregoing, it is respectfully requested that this Court admit Mr. Steele pro hac vice for the purpose of appearing and participating as co-counsel on behalf of Plaintiff, AF Holdings, Inc., in this action.

Dated: April 20, 2012

Respectfully submitted,

By: /s/ Paul A. Duffy

Paul A. Duffy (D.C. Bar # IL0014 )
Prenda Law Inc.
161 N. Clark Street, Suite3200
Chicago, IL 60601
Telephone: (312) 880-9160
Facsimile: (312) 893-5677
Attorneys for Plaintiff,
AF Holdings LLC

**CERTIFICATE OF SERVICE**

The undersigned attorney hereby certifies that on April 20, 2012, I caused a true and correct copy of the foregoing Motion For Pro Hac Vice Admission to be electronically filed with the Clerk of the District Court using the CM/ECF system, which sent notification of such filing to all counsel of record.

Dated: April 20, 2012

*/s/ Paul A. Duffy* \_\_\_\_\_

Paul A. Duffy

**Exhibit A**

**Pg. 2 of 5**

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

AF HOLDINGS LLC, )
Plaintiff, )
v. ) Case : 1:12-cv-00048
DOES 1 – 1058, ) Judge : Hon. Beryl A. Howell
Defendants. )

DECLARATION OF JOHN L. STEELE

I, John Steele, declare pursuant to 28 U.S.C. § 1746 and Local Civil Rule 83.2(d):

1. I am of counsel with the law firm of Prenda Law, Inc., counsel for Plaintiff, AF Holdings, LLC in the above-captioned action. I submit this declaration in support of Paul A. Duffy’s Motion pursuant to Local Civil Rule 83.2(d) for the pro hac vice admission of John Steele to the bar of this Court.

2. My full name is John L. Steele.

3. My office address is 161 N. Clark Street, Suite 3200, Chicago, Illinois 60601. My office telephone number is (312) 880-9160.

4. I have also been admitted to practice before, and am a member in good standing of, the bars of the United States Court District Court for the Northern District of Illinois, and the State of Illinois.

5. I have not been disciplined by any bar.

6. I have been admitted pro hac vice to this Court in one case (1:12-mc-00150-ESH-AK) in the previous two years.

Exhibit A
Pg 3 of 5

7. I do not engage in the practice of law from an office located in the District of Columbia. I am not a member of the District of Columbia bar, nor do I have an application for membership pending.

I hereby declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: April 20, 2012

/s/ John Steele

John Steele  
Prenda Law Inc.  
161 N. Clark St., Suite 3200  
Chicago, IL 60601  
Telephone: (312) 880-9160  
Facsimile: (312) 893-5677

Exhibit A  
Pg 4 of 5



UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

AF HOLDINGS LLC, )
Plaintiff, )
v. ) Case : 1:12-cv-00048
DOES 1 – 1058, ) Judge : Hon. Beryl A. Howell
Defendants. )

[PROPOSED] ORDER

Upon consideration of the Motion for Pro Hac Vice Admission of John L. Steele, it is hereby

ORDERED that John L. Steele be specially admitted to appear and participate in the above-captioned matter as counsel for Plaintiff AF Holdings, LLC.

Dated: April 20, 2012

Hon. Beryl A. Howell
United States District Court Judge

Exhibit A
Pg 5 of 5

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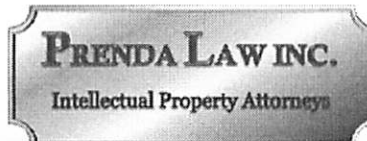
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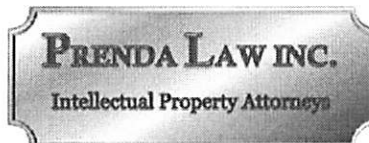
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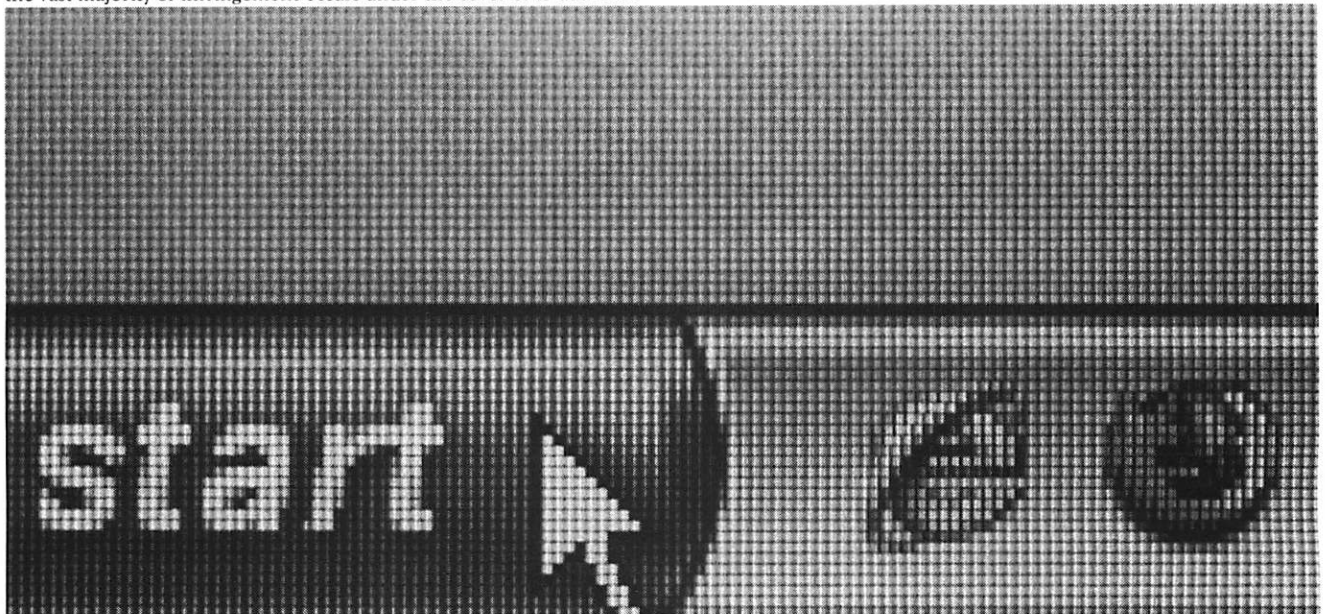
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- **Steele | Hansmeier Jun 19, 2010** Steele | Hansmeier PLLC is a law firm dedicated to eradicating digital piracy. We represent prominent content producers and commence legal action against individuals and businesses who steal our client's content.



- **Combating Piracy in the Digital Age Jun 19, 2010** Our practice includes addressing the unique legal issues posed by Internet-based piracy, where the vast majority of infringement occurs under the cover of IP addresses






- **Preserving the Creative Arts Jun 19, 2010** We view our mission as preserving the creative arts for future generations. If left unchecked, digital piracy represents an existential threat to creative arts professionals around the world.

web.archive.org/web/20110207181155/http://wefightpiracy.com/

Exhibit D  
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## About Us

Steele | Hansmeier PLLC is a Chicago-based law firm that provides legal services to content producers and creative professionals. Our focus is pursuing individuals and businesses who infringe on the copyrights associated with our clients' creative works. Our practice includes addressing the unique legal issues posed by Internet-based piracy, where the vast majority of infringement occurs under the cover of Internet Protocol ("IP") addresses.

We view our mission as a small part of the overall effort to preserve the creative arts for future generations. In our view, the ease with which digital content is pirated represents an existential threat to the future of professional content producers. Our clients understand all too well the problems posed by the unauthorized redistribution of their copyrighted works, particularly given the capital investment associated with producing and marketing professional works.

## Services

The legal services offered by Steele | Hansmeier PLLC reflect the lifecycle of a creative work. Such services include:

- Due diligence efforts to determine whether a proposed creative work lacks originality or infringes on another creative work;
- Developing a plan for protecting and enforcing U.S. and international copyrights;
- Securing U.S. copyrights and coordinating with third parties to secure international copyrights in both Berne and non-Berne Convention countries; and
- Enforcing U.S. copyrights and coordinating with third parties to enforce international copyrights.

Many of our services involve coordinating with third party attorneys (e.g. international copyright work) and third party technology providers (e.g. copyright enforcement). Our consistent focus is to provide our clients with strong returns on the capital they invest in our time and that of our third party service providers.

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## Due Diligence

Before investing substantial capital into the production and/or distribution of a creative work, a creative artist may wish to conduct a basic level of due



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diligence into determining the degree to which their work resembles other copyrighted creative works. The methods for conducting this sort of due diligence vary based on the medium, through most forms of creative work lend themselves to digital due diligence. For example, an audio file can be digitally fingerprinted based on a variety of characteristics (e.g. rhythm, length, melody, etc.). This fingerprint can be compared to those of other audio files. Similar results would then be reviewed to determine whether a copyright issue exists. If such an issue exists, then the creative artist can attempt to obtain a license from the copyright holder of the original work. A creative artist's bargaining power is much stronger before they invest millions of dollars into marketing and distributing a creative work.

In 2008, Joe Satriani filed a copyright infringement lawsuit against the Grammy Award-winning band, Coldplay. Satriani's suit alleged that Coldplay's hit song, *Vida la Vida*, contained substantial portions of Satriani's, *If I Could Fly*. The parties eventually reached an out-of-court monetary settlement for an undisclosed financial sum.

In addition to avoiding infringement lawsuits, it is important to know whether a given creative work will even be afforded the protection of the copyright laws of the jurisdictions in which the artist intends to market the creative work. Steele | Hansmeier PLLC offers services to assist creative artists in conducting the forms of due diligence described in this section.

## Protection Planning

Another category of services offered by Steele | Hansmeier PLLC is assisting creative artists plan their copyright strategy in advance of the creation and/or publication of their creative works. Despite the existence of international treaties, such as the Berne Convention, the world as a whole essentially remains a patchwork of copyright laws with varying degrees of enforcement. By way of example, a creative artist's approach to copyright protection in the United States should look much different than the artists approach to copyright protection in China. We offer to assist creative artists in developing copyright protection strategies worldwide.

## Securing Copyrights

Once a creative work has been produced and/or published, it is generally important to register a copyright in every country where the copyright holder may wish to assert their rights. We offer to assist creative artists by coordinating the registration of their copyrights around the world, as required.

In the United States it is particularly important to register one's copyrights. As a general rule, copyright registration is a prerequisite to filing a copyright infringement lawsuit in U.S. federal court and a timely filing will preserve remedies that may be lost indefinitely if one does not timely register his or her copyright.

## Enforcing Copyrights

Copyright enforcement is a rapidly evolving field. Recent advances in communications technology have dramatically lowered the cost and increased the profitability of mass-piracy. As piracy evolves, so too must copyright enforcement strategies. Steele | Hansmeier PLLC offers services on the cutting edge of copyright enforcement, including: 1) DMCA enforcement services; 2) pirate pursuit services; and 3) advising on comprehensive paradigm shifts in copyright enforcement.

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### Latest News

#### Google fights piracy



According to an article published on Digital Trends, Google is taking steps to implement several anti-piracy measures, which will ideally make it more difficult for searchers to locate pirated material. First, Google is increasing its responsiveness to takedown requests of so-called "reliable copyright holders." Second, its autocomplete function will filter out greater amounts of infringing results. [...]

#### Pixar's president discusses copyright laws



According to a recently published article in the Salt Lake Tribune, Ed Catmull, president of Pixar Studios, linked international copyright protection to Pixar's ability to continue investing in the cutting-edge technology that's brought us such movies as Wall-E, Monster's, Inc., and Up - all of which are presumably registered trademarks of Pixar Animation Studios. At [...]

#### Robin Hood is the week's most pirated movie



Ridley Scott's Robin Hood, starring Russell Crowe and Cate Blanchett, is not only popular in the theaters, but also among the BitTorrent crowd. According to BitTorrent news site, TorrentFreak, Robin Hood, despite its relatively lower IMDB rating, beat out both Iron Man 2 and the Expendables for the the top spot on the piracy chart [...]

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1 engaged in infringing activities via the IP addresses set forth on Exhibit B hereto based on the  
2 parties' use of the BitTorrent protocol to illegally reproduce and distribute Petitioner's work(s).

3 **A. The Unknown Infringers used BitTorrent to Infringe Petitioner's Copyrights**

4 8. BitTorrent is a modern file sharing method ("protocol") used for distributing  
5 data via the Internet. BitTorrent protocol is a decentralized method of distributing data. Instead of  
6 relying on a central server to distribute data directly to individual users, the BitTorrent protocol  
7 allows individual users to distribute data among themselves by exchanging pieces of the file with  
8 each other to eventually obtain a whole copy of the file. When using the BitTorrent protocol, every  
9 user simultaneously receives information from and transfers information to one another.

10 9. The BitTorrent protocol is an extremely popular method for transferring data.  
11 A group of individuals transferring data among one another (the "swarm") will commonly include  
12 peers from many, if not every, state in the United States and several countries around the world. And  
13 every peer in the swarm participates in distributing the file to dozens, hundreds, or even thousands of  
14 other peers.

15 10. The BitTorrent protocol is also an extremely popular method for unlawfully  
16 copying, reproducing, and distributing files in violation of the copyright laws of the United States. A  
17 broad range of copyrighted albums, audiovisual files, photographs, software, and other forms of  
18 media are available for illegal reproduction and distribution via the BitTorrent protocol.

19 11. Efforts at combating BitTorrent-based copyright infringement have been  
20 stymied by BitTorrent's decentralized nature. Because there are no central servers to enjoin from  
21 unlawfully distributing copyrighted content, there is no primary target on which to focus anti-piracy  
22 efforts. Indeed, the same decentralization that makes the BitTorrent protocol an extremely robust and  
23 efficient means of transferring enormous quantities of data also acts to insulate it from anti-piracy  
24 measures.

25 12. The infringing parties in this action were all observed using the BitTorrent  
26 protocol to unlawfully reproduce and distribute Plaintiff's copyrighted work by exchanging pieces  
27 with one another either directly or via a chain of data distribution.

1        **B. Each infringer installed a BitTorrent Client on his or her computer**

2                13.        The individual or individuals associated with the infringing activity installed a  
3 BitTorrent Client onto his or her computer(s). Normal commercial computers do not come pre-  
4 loaded with BitTorrent software. Each infringer must have separately installed on their respective  
5 computers special software that allows peer-to-peer sharing of files by way of the Internet. The  
6 infringers use software known as BitTorrent clients. Among the most popular BitTorrent clients are  
7 Vuze (formerly Azureus), µTorrent, Transmission and BitTorrent 7, although many others are used  
8 as well.

9                14.        Once installed on a computer, the BitTorrent “Client” serves as the user’s  
10 interface during the process of uploading and downloading data using the BitTorrent protocol.

11        **C. The Initial Seed, Torrent and Tracker**

12                15.        A BitTorrent user who wants to upload a new file, known as an “Initial  
13 Seeder,” starts by creating a “torrent” descriptor file using the client he or she installed onto his or  
14 her computer. The Client takes the target computer file, the “initial seed,” in this case, one of the  
15 copyrighted Works, and divides it into identically sized groups of bits known as “pieces.” The Client  
16 then gives each one of the computer file’s pieces, in this case, pieces of one of the copyrighted  
17 works, a random and unique alphanumeric identifier known as a “hash” and records these hash  
18 identifiers in the torrent file.

19                16.        When another peer later receives a particular piece, the hash identifier for that  
20 piece is compared to the hash identifier recorded in the torrent file for that piece to test whether the  
21 piece is free of errors. In this way, the hash identifier works like an electronic fingerprint to identify  
22 the source and origin of the piece and ensure that the piece is authentic and uncorrupted.

23                17.        Torrents files also have an “announce” section, which specifies the Uniform  
24 Resource Locator (“URL”) of a “tracker” and an “info” section, containing (suggested) names for  
25 the files, their lengths, the piece length used, and the hash identifier for each piece, all of which are  
26 used by the Client on peer computers to verify the integrity of the data they receive. The “tracker” is  
27 a computer or set of computers that a torrent file specifies and to which the torrent file provides  
28

1 peers with the URL address(es). The tracker computer or computers direct a peer user's computer to  
2 another peer user's computer that have particular pieces of the file, in this case, one of the copyright  
3 Works on them, and facilitates the exchange of data among the computers. Depending on the  
4 BitTorrent Client, a tracker can either be a dedicated computer (centralized tracking) or each peer  
5 can act as a tracker (decentralized tracking).

6 **D. Torrent Sites**

7 18. "Torrent Sites" are websites that index torrent files that are currently being  
8 made available for copying and distribution by the people using the BitTorrent protocol. There are  
9 numerous torrent websites, such as www.torrentz.eu or thepiratebay.org.

10 19. Upon information and belief, each infringer went to a torrent site to upload  
11 and download one of the Petitioner's copyrighted Works.

12 **E. Uploading and Downloading a Work Through a BitTorrent Swarm**

13 20. Once the initial seeder has created a torrent and uploaded it onto one or more  
14 torrent sites, then other peers begin to download and upload the computer file to which the torrent is  
15 linked (here, one of the copyright Works) using the BitTorrent Client that the peers installed on their  
16 computers.

17 21. The BitTorrent protocol causes the initial seed's computer to send different  
18 pieces of the computer file, here, one of the copyrighted Works, to the peers who are seeking to  
19 download the computer file. Once a peer receives a piece of the computer file, it starts transmitting  
20 that piece to other peers. In this way, all of the peers and seeders are working together in what is  
21 called a "swarm."

22 22. Here, each infringing peer member participated in a swarm through digital  
23 handshakes, the passing along of computer instructions, uploading and downloading, and by other  
24 types of transmissions.

25 23. In this way, and by way of example only, one initial seeder can create a  
26 torrent that breaks a movie up into hundreds of piece saved in the form of a computer file, like the  
27 Works here, upload the torrent file onto a torrent site, and deliver a different piece of the computer  
28

1 file to each of the peers. The receiving peers then automatically begin delivering the piece they just  
2 received to the other peers in the same swarm.

3 24. Once a peer, here an infringer, has downloaded the full file, the BitTorrent  
4 Client reassembles the piece and the peer is able to view the video. Also, once a peer has  
5 downloaded a full file, that peer becomes known as "an additional seed" because it continues to  
6 distribute the torrent file which, in this case, was one of the copyrighted Works.

7 **F. Petitioner's Computer Investigators Identified Each Infringer's IP Address as an**  
8 **Infringer of Petitioner's Copyright Works**

9 25. Petitioner retained 6881 Forensics, LLC ("6881") to identify the IP addresses  
10 used by the individual or individuals that were misusing the BitTorrent protocol to unlawfully  
11 distribute Petitioner's copyrighted Work.

12 26. 6881 used forensic software, "BitTorrent Auditor" to audit a swarm for the  
13 presence of infringing transactions.

14 27. 6881 extracted the resulting data gathered from the investigation, reviewed the  
15 evidence logs, and isolated the transactions and the IP addresses associated with the copyrighted  
16 work listed on Exhibit D hereto.

17 28. The IP addresses and hit dates contained on Exhibits B accurately reflects  
18 what is contained in the evidence logs and show that:

19 (A) Each infringer copied a piece of one of Petitioners copyrighted work;  
20 and

21 (B) Each infringer was part of a BitTorrent swarm.

22 29. 6881's technician analyzed each BitTorrent "piece" distributed by the IP  
23 addresses listed on Exhibit B and verified that each piece consisted of part of the copyrighted work.

24 30. In order for petitioner to be able to take appropriate action to protect its  
25 copyrighted work under 17 U.S.C. §§ 101, *et seq*, petitioner must be authorized issuance of  
26 subpoenas *duces tecum* to the ISPs listed on Exhibit A to this petition.

27 31. No prior application has been made for the relief sought herein.  
28



1 WHEREFORE, petitioner requests that an order be made and entered directing that petitioner  
 2 may compel the production of documents to the extent of determining the name, current (and  
 3 permanent) addresses, telephone numbers, e-mail addresses and Media Access Control addresses of  
 4 the person or persons whose IP addresses are listed in Exhibit B from the ISPs listed on Exhibit A  
 5 for the purposes of determining the true identity of unknown infringers. To further support its  
 6 Petition, Petitioner attaches as Exhibit F its Memorandum of Law in Support of Petitioner's Verified  
 7 Petition to Perpetuate Testimony.

8  
9

10 Respectfully Submitted,

11 Ingenuity13 LLC,

12 **DATED: October 28, 2011**

13 By:           /s/ Brett L. Gibbs, Esq.          

14 Brett L. Gibbs, Esq. (SBN 251000)  
 15 Steele Hansmeier PLLC.  
 16 38 Miller Avenue, #263  
 17 Mill Valley, CA 94941  
 18 415-325-5900  
 19 [blgibbs@wefightpiracy.com](mailto:blgibbs@wefightpiracy.com)  
 20 *Attorney for Plaintiff*

21  
22  
23  
24  
25  
26  
27  
28



#524

REGISTER OF ACTIONS

CASE No. 27-CV-12-17079

Guava LLC vs CenturyLink Inc

12/12/2012

Case Type: Civil Other/Misc.
Date Filed: 08/10/2012
Location: - Hennepin Civil
Judicial Officer: Steenson DuFresne, Mary E.

PARTY INFORMATION

Defendant CenturyLink Inc

Lead Attorneys
DAVID EARLE CAMAROTTO
Retained
612-333-3000(W)

Plaintiff Guava LLC

MICHAEL KEVIN DUGAS
Retained
312-880-9160(W)

EVENTS & ORDERS OF THE COURT

OTHER EVENTS AND HEARINGS

- 08/10/2012 Motion
08/20/2012 Notice of Case Assignment (Judicial Officer: Steenson DuFresne, Mary E.)
09/24/2012 Proposed Document
09/24/2012 Certificate of Representation
09/24/2012 Memorandum
09/24/2012 Affidavit-Other
09/24/2012 Affidavit of Service
09/27/2012 Notice of Appearance
09/27/2012 Notice of Appearance
09/27/2012 Motion
09/27/2012 Responsive Motion
09/28/2012 Order-Other
09/28/2012 Notice of Appearance
10/01/2012 Motion Hearing (9:15 AM) (Judicial Officer Steenson DuFresne, Mary E.)
Result: Held
10/01/2012 Taken Under Advisement (Judicial Officer: Steenson DuFresne, Mary E.)
10/12/2012 Correspondence
10/15/2012 Correspondence
10/29/2012 Telephone Motion Hearing (9:30 AM) (Judicial Officer Steenson DuFresne, Mary E.)
Result: Held
10/29/2012 Order Granting Motion (Judicial Officer: Steenson DuFresne, Mary E.)

FINANCIAL INFORMATION

Defendant CenturyLink Inc
Total Financial Assessment 422.00
Total Payments and Credits 422.00
Balance Due as of 11/29/2012 0.00

09/25/2012 Transaction Assessment 322.00
09/25/2012 E-File Electronic Payment Receipt # EP27C-2012-12417 CenturyLink Inc (322.00)
09/25/2012 Transaction Assessment 100.00
09/25/2012 E-File Electronic Payment Receipt # EP27C-2012-12420 CenturyLink Inc (100.00)

Plaintiff Guava LLC
Total Financial Assessment 622.00
Total Payments and Credits 622.00
Balance Due as of 11/29/2012 0.00

08/20/2012 Transaction Assessment 422.00
08/21/2012 Mail Payment Receipt # 1227-2012-19301 Prenda Law Inc (422.00)
09/27/2012 Transaction Assessment 100.00
09/27/2012 E-File Electronic Payment Receipt # EP27C-2012-12743 Guava LLC (100.00)
09/28/2012 Transaction Assessment 100.00
09/28/2012 E-File Electronic Payment Receipt # EP27C-2012-12816 Guava LLC (100.00)

Exhibit F
Pg 1 of 1

# **EXHIBIT K**

AFFIDAVIT OF ALAN COOPER

I, Alan Cooper, under the penalty of perjury state that the following is true:

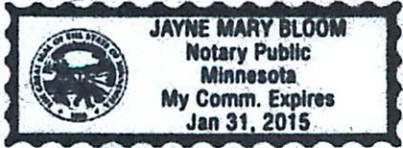
1. My name is Alan Cooper and I live at 2170 Highway 47 North, Isle, MN 56342.
2. I am 38 years old and was born in Colleen, TX.
3. I work seasonally as a construction worker.
4. I was was hired in 2006 as a caretaker for a property owned by John L. Steele at 21255 220th Street, McGrath, MN 56350.
5. The attached agreement is a true copy of the contract between myself and John Steele for taking care of his property.
6. While taking care of his property I would regularly submit receipts to Steele for reimbursements of costs in repairing or maintaining the property. These receipts might include my signature when I paid by a credit card or debit card.
7. It is my belief that Steele has used my name as the name of a CEO or manager for one or more companies.
8. Steele did occasionally visit his property and we would talk.
9. Steele had told me on at least one occasion that if anyone asked about companies that I should call him.
10. Steele has hold me that he had this plan involving copyright lawsuits.
11. I am not an owner or officer of any corporation or limited liability company.
12. I am not the owner or CEO of AF Holdings, LLC.
13. I am not the owner or a manager of Ingenuity13, LLC.
14. I did not give Steele permission to use my name or sign documents on my behalf.
15. I did not know that my name was being used in connection with these companies.

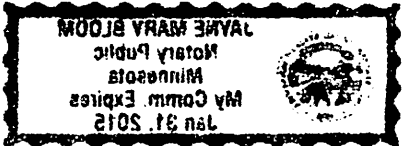
  
 \_\_\_\_\_  
 Alan Cooper

12-3-12  
 \_\_\_\_\_  
 Date

Subscribed and sworn before me this 3<sup>RD</sup> day of December, 2012

  
 \_\_\_\_\_  
 Notary Public





**THIS RENTAL AGREEMENT** (hereinafter referred to as the "Agreement") made and entered into this 17th day of November, 2006, by and between John Steele (hereinafter referred to as "Landlord") and Alan Cooper. THIS IS A MONTH TO MONTH RENTAL AGREEMENT IN WHICH EITHER PARTY MAY CANCEL WITH 30 DAYS NOTICE.

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, on a month to month basis.
2. **RENT.** In exchange for paying monthly rent, the Renter agrees to work on the Landlord's property on projects designated by Landlord. Renter agrees to complete all work to the best of his ability. Landlord will determine the projects, but in no event will the time requirement be less than 15 hours a month. Satisfaction of the Renters work to satisfy the Rent requirement of this lease will be at the sole discretion of the Landlord.
3. **Blank**
4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of one daughter, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
8. **blank**
9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises for his own use.

11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (g) Keep all air conditioning filters clean and free from dirt;
- (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- (i) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;



- (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.
12. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.
13. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
14. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
16. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
17. **ANIMALS.** Tenant shall obtain permission from Landlord for all be entitled to keep any animals on the premises.
18. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
19. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment,

or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

20. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.
21. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of twenty five dollars.
22. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
23. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
24. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
25. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Minnesota.
26. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

- 27. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
- 28. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
- 29. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
- 30. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
- 31. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
- 32. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to: John Steele 21067 220<sup>th</sup> St McGrath, MN 56350

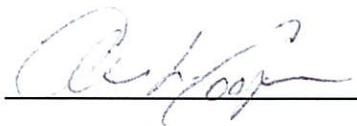
If to Tenant to:

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

SIGNED THIS 17<sup>TH</sup> OF NOVEMBER, 2006

Landlord: 

John Steele, 21067 220<sup>th</sup> St. McGrath MN 56350.

Tenant: 

ALAN Agrees to pay \$500 on FEB 1 AND \$500 MAR 1 FOR SECURITY DEPOSIT *ALAN*

# **EXHIBIT L**

1 Brett L. Gibbs, Esq. (SBN 251000)  
Steele Hansmeier PLLC.  
2 38 Miller Avenue, #263  
Mill Valley, CA 94941  
3 415-325-5900  
[blgibbs@wefightpiracy.com](mailto:blgibbs@wefightpiracy.com)

4 *Attorney for Petitioner*  
5

6  
7 IN THE UNITED STATES DISTRICT COURT FOR THE  
8 EASTERN DISTRICT OF CALIFORNIA  
9

10 In the Matter Of a Petition By )  
11 )  
INGENUITY13 LLC, )  
12 )  
13 )  
14 )  
\_\_\_\_\_ )

**No.**

Judge:

**VERIFIED PETITION TO  
PERPETUATE TESTIMONY**

15  
16 1. Petitioner Ingenuity13 LLC by and through its undersigned attorney, hereby  
17 petitions this Court for an order pursuant to Federal Rule of Civil Procedure 27 authorizing the  
18 issuance of subpoenas *duces tecum* to the Internet Service Providers (“ISPs”) listed on Exhibit A to  
19 this petition.

20 2. Petitioner is limited liability company organized and existing under the laws  
21 of the Federation of Saint Kitts and Nevis. Petitioner produces adult entertainment content and this  
22 content is being unlawfully reproduced and distributed over the Internet via the BitTorrent file  
23 transfer protocol. An individual or individuals wrongfully reproduced and distributed Petitioner’s  
24 copyrighted works via the BitTorrent protocol in violation of Petitioner’s exclusive rights under  
25 United States Copyright Act, 17 U.S.C. §§ 101, *et seq.* Petitioner anticipates bringing a civil action  
26 against the person or persons engaging in such unlawful activity. This action would be cognizable in  
27 a United States court as United States courts have exclusive jurisdiction over copyright actions.  
28 Without knowing the identity or identities of the anonymous infringers, Petitioner has no means to



1 engaged in infringing activities via the IP addresses set forth on Exhibit B hereto based on the  
2 parties' use of the BitTorrent protocol to illegally reproduce and distribute Petitioner's work(s).

3 **A. The Unknown Infringers used BitTorrent to Infringe Petitioner's Copyrights**

4 8. BitTorrent is a modern file sharing method ("protocol") used for distributing  
5 data via the Internet. BitTorrent protocol is a decentralized method of distributing data. Instead of  
6 relying on a central server to distribute data directly to individual users, the BitTorrent protocol  
7 allows individual users to distribute data among themselves by exchanging pieces of the file with  
8 each other to eventually obtain a whole copy of the file. When using the BitTorrent protocol, every  
9 user simultaneously receives information from and transfers information to one another.

10 9. The BitTorrent protocol is an extremely popular method for transferring data.  
11 A group of individuals transferring data among one another (the "swarm") will commonly include  
12 peers from many, if not every, state in the United States and several countries around the world. And  
13 every peer in the swarm participates in distributing the file to dozens, hundreds, or even thousands of  
14 other peers.

15 10. The BitTorrent protocol is also an extremely popular method for unlawfully  
16 copying, reproducing, and distributing files in violation of the copyright laws of the United States. A  
17 broad range of copyrighted albums, audiovisual files, photographs, software, and other forms of  
18 media are available for illegal reproduction and distribution via the BitTorrent protocol.

19 11. Efforts at combating BitTorrent-based copyright infringement have been  
20 stymied by BitTorrent's decentralized nature. Because there are no central servers to enjoin from  
21 unlawfully distributing copyrighted content, there is no primary target on which to focus anti-piracy  
22 efforts. Indeed, the same decentralization that makes the BitTorrent protocol an extremely robust and  
23 efficient means of transferring enormous quantities of data also acts to insulate it from anti-piracy  
24 measures.

25 12. The infringing parties in this action were all observed using the BitTorrent  
26 protocol to unlawfully reproduce and distribute Plaintiff's copyrighted work by exchanging pieces  
27 with one another either directly or via a chain of data distribution.

1           **B. Each infringer installed a BitTorrent Client on his or her computer**

2           13.       The individual or individuals associated with the infringing activity installed a  
3 BitTorrent Client onto his or her computer(s). Normal commercial computers do not come pre-  
4 loaded with BitTorrent software. Each infringer must have separately installed on their respective  
5 computers special software that allows peer-to-peer sharing of files by way of the Internet. The  
6 infringers use software known as BitTorrent clients. Among the most popular BitTorrent clients are  
7 Vuze (formerly Azureus), µTorrent, Transmission and BitTorrent 7, although many others are used  
8 as well.

9           14.       Once installed on a computer, the BitTorrent “Client” serves as the user’s  
10 interface during the process of uploading and downloading data using the BitTorrent protocol.

11           **C. The Initial Seed, Torrent and Tracker**

12           15.       A BitTorrent user who wants to upload a new file, known as an “Initial  
13 Seeder,” starts by creating a “torrent” descriptor file using the client he or she installed onto his or  
14 her computer. The Client takes the target computer file, the “initial seed,” in this case, one of the  
15 copyrighted Works, and divides it into identically sized groups of bits known as “pieces.” The Client  
16 then gives each one of the computer file’s pieces, in this case, pieces of one of the copyrighted  
17 works, a random and unique alphanumeric identifier known as a “hash” and records these hash  
18 identifiers in the torrent file.

19           16.       When another peer later receives a particular piece, the hash identifier for that  
20 piece is compared to the hash identifier recorded in the torrent file for that piece to test whether the  
21 piece is free of errors. In this way, the hash identifier works like an electronic fingerprint to identify  
22 the source and origin of the piece and ensure that the piece is authentic and uncorrupted.

23           17.       Torrents files also have an “announce” section, which specifies the Uniform  
24 Resource Locator (“URL”) of a “tracker” and an “info” section, containing (suggested) names for  
25 the files, their lengths, the piece length used, and the hash identifier for each piece, all of which are  
26 used by the Client on peer computers to verify the integrity of the data they receive. The “tracker” is  
27 a computer or set of computers that a torrent file specifies and to which the torrent file provides  
28



1 peers with the URL address(es). The tracker computer or computers direct a peer user's computer to  
2 another peer user's computer that have particular pieces of the file, in this case, one of the copyright  
3 Works on them, and facilitates the exchange of data among the computers. Depending on the  
4 BitTorrent Client, a tracker can either be a dedicated computer (centralized tracking) or each peer  
5 can act as a tracker (decentralized tracking).

6 **D. Torrent Sites**

7 18. "Torrent Sites" are websites that index torrent files that are currently being  
8 made available for copying and distribution by the people using the BitTorrent protocol. There are  
9 numerous torrent websites, such as [www.torrentz.eu](http://www.torrentz.eu) or [thepiratebay.org](http://thepiratebay.org).

10 19. Upon information and belief, each infringer went to a torrent site to upload  
11 and download one of the Petitioner's copyrighted Works.

12 **E. Uploading and Downloading a Work Through a BitTorrent Swarm**

13 20. Once the initial seeder has created a torrent and uploaded it onto one or more  
14 torrent sites, then other peers begin to download and upload the computer file to which the torrent is  
15 linked (here, one of the copyright Works) using the BitTorrent Client that the peers installed on their  
16 computers.

17 21. The BitTorrent protocol causes the initial seed's computer to send different  
18 pieces of the computer file, here, one of the copyrighted Works, to the peers who are seeking to  
19 download the computer file. Once a peer receives a piece of the computer file, it starts transmitting  
20 that piece to other peers. In this way, all of the peers and seeders are working together in what is  
21 called a "swarm."

22 22. Here, each infringing peer member participated in a swarm through digital  
23 handshakes, the passing along of computer instructions, uploading and downloading, and by other  
24 types of transmissions.

25 23. In this way, and by way of example only, one initial seeder can create a  
26 torrent that breaks a movie up into hundreds of piece saved in the form of a computer file, like the  
27 Works here, upload the torrent file onto a torrent site, and deliver a different piece of the computer  
28

1 file to each of the peers. The receiving peers then automatically begin delivering the piece they just  
2 received to the other peers in the same swarm.

3 24. Once a peer, here an infringer, has downloaded the full file, the BitTorrent  
4 Client reassembles the piece and the peer is able to view the video. Also, once a peer has  
5 downloaded a full file, that peer becomes known as “an additional seed” because it continues to  
6 distribute the torrent file which, in this case, was one of the copyrighted Works.

7 **F. Petitioner’s Computer Investigators Identified Each Infringer’s IP Address as an**  
8 **Infringer of Petitioner’s Copyright Works**

9 25. Petitioner retained 6881 Forensics, LLC (“6881”) to identify the IP addresses  
10 used by the individual or individuals that were misusing the BitTorrent protocol to unlawfully  
11 distribute Petitioner’s copyrighted Work.

12 26. 6881 used forensic software, “BitTorrent Auditor” to audit a swarm for the  
13 presence of infringing transactions.

14 27. 6881 extracted the resulting data gathered from the investigation, reviewed the  
15 evidence logs, and isolated the transactions and the IP addresses associated with the copyrighted  
16 work listed on Exhibit D hereto.

17 28. The IP addresses and hit dates contained on Exhibits B accurately reflects  
18 what is contained in the evidence logs and show that:

19 (A) Each infringer copied a piece of one of Petitioners copyrighted work;  
20 and

21 (B) Each infringer was part of a BitTorrent swarm.

22 29. 6881’s technician analyzed each BitTorrent “piece” distributed by the IP  
23 addresses listed on Exhibit B and verified that each piece consisted of part of the copyrighted work.

24 30. In order for petitioner to be able to take appropriate action to protect its  
25 copyrighted work under 17 U.S.C. §§ 101, *et seq*, petitioner must be authorized issuance of  
26 subpoenas *duces tecum* to the ISPs listed on Exhibit A to this petition.

27 31. No prior application has been made for the relief sought herein.

28

1           WHEREFORE, petitioner requests that an order be made and entered directing that petitioner  
2 may compel the production of documents to the extent of determining the name, current (and  
3 permanent) addresses, telephone numbers, e-mail addresses and Media Access Control addresses of  
4 the person or persons whose IP addresses are listed in Exhibit B from the ISPs listed on Exhibit A  
5 for the purposes of determining the true identity of unknown infringers. To further support its  
6 Petition, Petitioner attaches as Exhibit F its Memorandum of Law in Support of Petitioner's Verified  
7 Petition to Perpetuate Testimony.

8  
9

10 Respectfully Submitted,

11

Ingenuity13 LLC,

12 **DATED: October 28, 2011**

13

By: \_\_\_\_\_ /s/ Brett L. Gibbs, Esq.

14

Brett L. Gibbs, Esq. (SBN 251000)  
Steele Hansmeier PLLC.  
38 Miller Avenue, #263  
Mill Valley, CA 94941  
415-325-5900  
[blgibbs@wefightpiracy.com](mailto:blgibbs@wefightpiracy.com)  
*Attorney for Plaintiff*

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**NOTARIZED VERIFICATION**

1  
2  
3 I declare under penalty of perjury under the laws of the United States of America that the  
4 foregoing information contained in this Verified Petition is, to the best of my knowledge, true and  
5 correct.  
6

7  
8 **DATED: October 28, 2011**

/s/ Alan Cooper  
Alan Cooper, Manager of Ingenuity 13 LLC

9  
10 I, Brett L. Gibbs, Esq., hereby confirm per Eastern District of California Local Rule 131(f)  
11 that counsel for Plaintiff has a signed original notarized version of the above Verified Petition.  
12

13 **DATED: October 28, 2011**

14 By: /s/ Brett L. Gibbs, Esq.

15  
16 Brett L. Gibbs, Esq. (SBN 251000)  
17 Steele Hansmeier PLLC.  
18 38 Miller Avenue, #263  
19 Mill Valley, CA 94941  
20 415-325-5900  
21 [blgibbs@wefightpiracy.com](mailto:blgibbs@wefightpiracy.com)  
22 *Attorney for Plaintiff*  
23  
24  
25  
26  
27  
28

# **EXHIBIT M**



Morgan Pietz <morganpietz@gmail.com>

---

## Activity in Case 2:12-cv-08333-DMG-PJW Ingenuity13 LLC v. John Doe Notice of Related Case(s)

---

Morgan Pietz <morganpietz@gmail.com>  
To: Brett Gibbs <blgibbs@wefightpiracy.com>

Thu, Dec 13, 2012 at 1:12 PM

Brett,

I called Prenda's main number earlier today and asked for you. After being put on hold, I was transferred to your extension. The line rang a few times, then it sounded like the line was picked up, but then the line immediately went dead, so I did not have an opportunity to leave you a voicemail.

Please give me a call -- I would like to follow up with you regarding not only the issues below, but also some administrative matters relating to your cases in the Northern District of California.

Best regards,  
Morgan

On Fri, Dec 7, 2012 at 5:30 PM, Morgan Pietz <morganpietz@gmail.com> wrote:

Brett,

For the record, I didnt yell or even raise my voice much less swear at you. I assume you hung up because you are trying to dodge these troubling question. Please quit with the theatrics.

Sent from my iPhone

On Dec 7, 2012, at 5:17 PM, Brett Gibbs <blgibbs@wefightpiracy.com> wrote:

Mr. Morgan:

Mr. Morgan, I did not hang up on you. I take offense to your purposefully twisted versions of things. At the end of our conversation, I said that "it was nice speaking with, I had other things to do and good bye" [paraphrasing]. That is not "hanging up" on someone, that is called ending a phone conversation (with respect, I might add). Whether you heard my saying this over your yelling at me is not my fault. You were swearing at me, and being extremely hostile to me on phone, and I frankly had other things of import to accomplish on my schedule -- the conversation was ten minutes long and the abuse I was subjected to was uncalled for. A piece of advice: this is not how you "meet and confer" on an issue. It simply was not professional.

The issue is entirely irrelevant to the instant matter. I cannot stress this any further -- it is irrelevant. You are basing relevancy on a letter filed in Minnesota that was ignored by that court. Even that court in Minnesota recognized the letter for what it truly was -- a conspiracy theory letter with no factual basis. I don't know how else to explain this to you. As you understand, it is hard (if not impossible) to prove a negative -- especially to an individual like yourself that has no trust in things aside from his version of things. Your use of the word "assume" is very apt in this situation.

As I told you over the phone, when you asked "Is there another Alan Cooper?", I said, "I am sure there are hundreds of Alan Coopers in this world." If your question had been framed more pointedly, and not so vague, maybe I could have provided you with a specific answer.

I don't wish to discuss this matter further with you because of the verbal abuse I experienced in our first phone call. You know, as well as I, that there is a certain courtesy-code displayed between even opposing attorneys -- your yelling and use of bad language directed towards me violates those rules. I would remind you of the following:

"As officers of the court with responsibilities to the administration of justice, attorneys have an obligation to be professional with clients, other parties and counsel, the courts and the public. This obligation includes civility, professional integrity, personal dignity, candor, diligence, respect, courtesy, and cooperation, all of which are essential to the fair administration of justice and conflict resolution."  
[California Attorney Guidelines of Civility and Professionalism]

Please be ever mindful of this if we speak in the future.

Regards,

Brett Gibbs

On Fri, Dec 7, 2012 at 11:40 AM, Morgan E. Pietz <[mpietz@pietzlawfirm.com](mailto:mpietz@pietzlawfirm.com)> wrote:

Brett,

This is to confirm a few things, in writing, about our phone call of earlier today.

Prior to hanging up on me, you confirmed that you would not be answering either of my questions below about (1) your client contact at Ingenuity 13 (not AF holdings, which I clarified today) or (2) a copy of Alan' Coopers verification in the Ingenuity 13 case in E.D. Cal., which you purported to keep a copy of, under penalty of perjury. You stated that you viewed these issues as irrelevant to the instant case, and would not answer them absent a more formal demand. I explained that I disagreed, because as far as I am concerned, the Alan Cooper issue goes straight to the heart of whether your client has proper standing, among other, more troubling issues.

Also, to repeat my additional request: if any facts in the Alan Cooper letter filed in Minnesota are incorrect, then please let me know which fact and why it is incorrect. However, since you have so far refused to provide any specifics, I can only continue to assume that everything in that letter is correct.

I also note that you again refused to say whether there is another Alan Cooper (other than the gentleman in Minnesota who filed the letter through counsel) who is/was the principal of AF Holdings of Ingenuity 13.

Please contact me should you change your mind and decide that you do wish to discuss this matter further.

Best regards,  
Morgan

On Fri, Dec 7, 2012 at 11:13 AM, Morgan E. Pietz <[mpietz@pietzlawfirm.com](mailto:mpietz@pietzlawfirm.com)> wrote:

Re-forward.

----- Forwarded message -----

From: **Morgan E. Pietz** <[mpietz@pietzlawfirm.com](mailto:mpietz@pietzlawfirm.com)>

Date: Mon, Dec 3, 2012 at 7:23 PM

Subject: Re: Activity in Case 2:12-cv-08333-DMG-PJW Ingenuity13 LLC v. John Doe Notice of Related Case(s)

To: Brett Gibbs <[blgibbs@wefightpiracy.com](mailto:blgibbs@wefightpiracy.com)>

Brett,

If I am supposedly twisting your words (although you do not say how, or clarify whether you are now changing your mind), how about a couple of straight answers then, so nothing gets lost in translation:

(1) Will you tell me the name of your supposed client contact at AF Holdings with whom you supposedly communicated with last week? I do not want any details of the conversation, just a name.

(2) Will you produce the original signature to the verification page, identified below, that supposedly contains "Alan Cooper's" handwritten signature?

And if the answer to these questions is still no, which is what you said earlier today, please explain why.

Best regards,  
Morgan

On Mon, Dec 3, 2012 at 7:09 PM, Brett Gibbs <[blgibbs@wefightpiracy.com](mailto:blgibbs@wefightpiracy.com)> wrote:

Mr. Pietz:

Assume whatever you would like to assume -- that seems to be what you have done throughout my cases with you.

As for the former, you have grossly misstated the contents of the "very brief conversation from just prior to the telephonic conference." I think this twisting of my words is intentional -- and I do not like playing childish and manipulative games. So, I will not be drawn into this baseless banter, wasting everyone's time and money.

If want to have an honest adult conversation, I will participate. If you want to have a meet and confer on these issues, I will be available to do that next week. Let me know when you are available.

Regards,



Brett Gibbs

On Mon, Dec 3, 2012 at 6:17 PM, Morgan E. Pietz <[mpietz@pietzlawfirm.com](mailto:mpietz@pietzlawfirm.com)> wrote:

Brett,

I wanted to follow up on our very brief conversation from just prior to the telephonic conference with Judge Walsh today regarding the two issues raised in my email below.

This email is to confirm that before Magistrate Judge Walsh joined us on the line, you stated that you would not be providing me with either the name of your client contact, or a copy of the original signature version of Alan Cooper's verification in the E.D. Call Petition matter, which you stated, under penalty of perjury, that you have a copy of in your possession.

In an effort to begin a meet and confer dialogue on the matter, can you please elaborate on the reason(s) that you are refusing to produce either of these things?

Frankly, I think your refusal to answer the simple question of whether there is another Alan Cooper (i.e., not Mr. Steele's former caretaker in Minnesota) who is the principal of AF Holdings and Ingenuity 13 speaks volumes. Until you provide some kind of answer that makes sense, under penalty of perjury, I am going to assume the worst case scenario here and litigate accordingly.

If you would like to discuss any of this, please feel free to give me a call.

Best regards,  
Morgan

On Mon, Dec 3, 2012 at 12:58 PM, Morgan E. Pietz <[mpietz@pietzlawfirm.com](mailto:mpietz@pietzlawfirm.com)> wrote:

Brett,

Last week you told me that you lacked authority to grant me an extension request and would have to "check with [your] client" on whether you could grant a modest extension. Then, a few days later, you purported that you had answer on this issue (although you never did bother to tell me what your client's response was).

In light of all of the serious questions raised in the Notice of Related Cases (filing receipt below) regarding who really owns AF Holdings and Ingenuity 13, I'd like you please clarify something for me: when you said you had to talk to your client last week, with whom did you speak?

Also, with reference to Exhibit E (a copy of your verified petition in an ED Cal Ingenuity 13 case) to Appendix 1 (of the Notice of Related Cases), please consider this my first, informal request for a copy of the original signature of Alan Cooper. The verification page, which recites that it was "Notarized" on the heading, states under Alan Cooper's "/s/" signature that:

"I, Brett L. Gibbs, Esq., hereby confirm per Eastern District of California Local Rule 131(f) that counsel for Plaintiff has a signed original notarized version of the above Verified Petition."

Please produce a copy of that original signature for my inspection.

Feel free to give me a call if you would like to discuss any of this prior to our 3:00 call with Magistrate Walsh today.

Best regards,  
Morgan

----- Forwarded message -----

From: <cacd\_ecfmail@cacd.uscourts.gov>

Date: Mon, Dec 3, 2012 at 12:41 PM

Subject: Activity in Case 2:12-cv-08333-DMG-PJW Ingenuity13 LLC v. John Doe Notice of Related Case(s)

To: ecfnef@cacd.uscourts.gov

**This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.**

**\*\*\*NOTE TO PUBLIC ACCESS USERS\*\*\*** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.

UNITED STATES DISTRICT COURT for the CENTRAL DISTRICT OF CALIFORNIA

### Notice of Electronic Filing

The following transaction was entered by Pietz, Morgan on 12/3/2012 at 12:41 PM PST and filed on 12/3/2012

**Case Name:** Ingenuity13 LLC v. John Doe

**Case Number:** 2:12-cv-08333-DMG-PJW

**Filer:** John Doe

**Document Number:** 15

**Docket Text:**

**NOTICE of Related Case(s) filed by Putative John Doe John Doe.**

**Related Case(s): 2:12-cv-05709-ODW-JC; 2:12-cv-06635-GHK-RZ;**

**2:12-cv-06660-GAF-AGR; 2:12-cv-07385-DSF-FFM; 2:12-cv-07386-**

**DMG-JEM; 2:12-cv-08322-DMG-PJW; 2:12-cv-08333-DMG-PJW**

**(Attachments: # (1) Appendix 1 - Letter Filed by Counsel for Alan**

**Cooper in District of Minnesota, # (2) Appendix 2 - Transcript of**

**Prenda Hearing in Middle District of Florida, # (3) Appendix 3 - Table**

**of Related Ingenuity 13 and AF Holdings Cases in Central District of California)(Pietz, Morgan)**

**2:12-cv-08333-DMG-PJW Notice has been electronically mailed to:**

Brett Langdon Gibbs &nbsp; &nbsp; [blgibbs@wefightpiracy.com](mailto:blgibbs@wefightpiracy.com), [docket@wefightpiracy.com](mailto:docket@wefightpiracy.com)

Morgan E Pietz &nbsp; &nbsp; [mpietz@pietzlawfirm.com](mailto:mpietz@pietzlawfirm.com), [lrudolph@pietzlawfirm.com](mailto:lrudolph@pietzlawfirm.com)

**2:12-cv-08333-DMG-PJW Notice has been delivered by First Class U. S. Mail or by other means BY THE FILER to :**

The following document(s) are associated with this transaction:

**Document description:**Main Document

**Original filename:**\_Notice of Related Cases v3.pdf

**Electronic document Stamp:**

[STAMP cacdStamp\_ID=1020290914 [Date=12/3/2012] [FileNumber=14739678-0] [8fa7b4078f2edcb17f48906046f07118f65a17d9fd4cc4bb72a832a819fbb9d764c53cad2cb7709c7326429417cf1da8198fa258763750d699bdcfb8302432f5]]

**Document description:**Appendix 1 - Letter Filed by Counsel for Alan Cooper in District of Minnesota

**Original filename:**1 - Alan Cooper - ECF Letter.pdf

**Electronic document Stamp:**

[STAMP cacdStamp\_ID=1020290914 [Date=12/3/2012] [FileNumber=14739678-1] [b67f59fd3ea3af034988085bb0050c0b7bec0b51f4a2a1b9e1a86d884bee70902f8b185448643eaaf0c168ea094d9bb795cfe18ea0a76694db229c8d4f0ed93b]]

**Document description:**Appendix 2 - Transcript of Prenda Hearing in Middle District of Florida

**Original filename:**2 - Nguyen Hearing Transcript - Tampa.pdf

**Electronic document Stamp:**

[STAMP cacdStamp\_ID=1020290914 [Date=12/3/2012] [FileNumber=14739678-2] [800d30a30660cee9e1e1cd9e2085b2203c5f1560dc35331306948d42d5db2bacbb14c9c0de2ba4111a44f943ff62244c47022c110fb78c02cb7bc79c5b6db298]]

**Document description:**Appendix 3 - Table of Related Ingenuity 13 and AF Holdings Cases in Central District of California

**Original filename:**3 - Table of Cases.pdf

**Electronic document Stamp:**

[STAMP cacdStamp\_ID=1020290914 [Date=12/3/2012] [FileNumber=14739678-3] [5ae2ecc869dce997f693775d8ff426a8a3c48b190e25e753128678117c874da161bd2e4141ae7449e578ee22e9cd67e8a02439f2880ed9596a082b3653152487]]

--

Morgan E. Pietz  
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--

Brett L. Gibbs, Esq. (SBN 251000)  
Of Counsel to Prenda Law Inc.  
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415-325-5900  
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--

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--

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--

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Circular 230 Disclosure: Pursuant to recently-enacted U.S. Treasury Department regulations, we are now required to

advise you that, unless otherwise expressly indicated, any federal tax advice contained in this communication, including attachments and enclosures, is not intended or written to be used, and may not be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

--

# EXHIBIT N

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

SUNLUST PICTURES, LLC., CASE NO: 8:12-CV-1685-T-35MAP

Plaintiff,

VS.

Tampa, Florida

10:00 a.m.

TUAN NGUYEN,

November 27, 2011

Defendant.

---

TRANSCRIPT OF MOTION HEARING  
BEFORE THE HONORABLE MARY S. SCRIVEN  
UNITED STATES DISTRICT JUDGE

APPEARANCES:

Counsel for Plaintiff: JONATHAN TORRES, ESQUIRE  
(Telephonically) 1417 N. Semoran Boulevard  
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(407)953-5818  
jonathantorresllc@gmail.com

Counsel for Defendant: GRAHAM W. SYFERT, ESQUIRE  
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Court Reporter: CLAUDIA SPANGLER-FRY, RPR, CM  
Official Court Reporter  
801 North Florida Avenue  
7th Floor  
Tampa, FL 33602  
(813)301-5575  
cookiefry@aol.com

CLAUDIA SPANGLER-FRY, OFFICIAL U. S. COURT REPORTER



1 P R O C E E D I N G S

2 November 27, 2012

3 \* \* \* \* \*

4 THE COURT: Mr. Torres, what sort of noise are you  
5 making on the line?

6 MR. TORRES: I apologize, I'm in the Courthouse.

7 THE COURT: All right.

8 MR. TORRES: In Orange County.

9 THE COURT: Please call the case.

10 THE CLERK: In the matter of Sunlust Pictures, LLC --

11 MR. TORRES: Is that better?

12 THE COURT: That's better, yes.

13 THE CLERK: -- versus Tuan Nguyen, Case Number  
14 8:12-CV-1685.

15 Counsel and parties, please state your appearances,  
16 starting with parties for the Plaintiff.

17 MR. LUTZ: Mark Lutz, appearing on behalf of Sunlust  
18 Pictures.

19 THE COURT: And for the defense?

20 MR. SYFERT: Your Honor, Graham Syfert here on behalf  
21 of Tuan Nguyen, who is also present in Court today.

22 THE COURT: And on the phone?

23 MR. TORRES: Attorney Jonathan Torres, Florida counsel  
24 for Plaintiff.

25 THE COURT: And Mr. Lutz, where's your coat and tie

1 this morning? Did you know you were coming to Federal Court?

2 MR. LUTZ: I did.

3 THE COURT: Where's your coat and tie?

4 MR. LUTZ: I apologize, I did not wear one.

5 THE COURT: Are you an attorney barred in the State of  
6 Florida?

7 MR. LUTZ: I am not, no, I'm a corporate  
8 representative.

9 THE COURT: And who is your counsel?

10 MR. LUTZ: I'm sorry?

11 THE COURT: Who is your lawyer?

12 MR. LUTZ: Our counsel is on the phone here.

13 THE COURT: Where is your other lawyer; he hasn't been  
14 permitted to withdraw?

15 MR. LUTZ: He wasn't able to appear today.

16 THE COURT: Mr. Torres, are you in the case or out of  
17 the case?

18 MR. TORRES: No, I'm still in the case, Your Honor. I  
19 presented a motion for telephonic appearance due to an  
20 emergency hearing conflict in Orange County and I was allowed  
21 to appear by phone and by order that was sent to me yesterday.

22 THE COURT: Well, I'm a little confused. There was a  
23 lawyer who moved to withdraw, and there was another lawyer who  
24 moved to appear, then he moved to withdraw, so who is on first,  
25 I guess?

1 MR. TORRES: Right now, Your Honor, I'm still on the  
2 case. And there is still discussions with my client which I  
3 have to confer with them, but right for now, I'm the counsel on  
4 the case, Your Honor.

5 THE COURT: And Mr. Torres, how did you come to be the  
6 lawyer in this case?

7 MR. TORRES: Your Honor, I was contacted by the  
8 client, Prenda Law, in order to --

9 THE COURT: The client and Prenda Law or Prenda Law?

10 MR. TORRES: Prenda Law, Your Honor,

11 THE COURT: And what is their relation to you?

12 MR. TORRES: Just co-counsel arrangement, Your Honor.

13 THE COURT: And what is that arrangement?

14 MR. TORRES: For me to appear for any local hearings,  
15 Your Honor.

16 THE COURT: Well, I got a letter from someone from the  
17 Prenda Law Group saying they were not representing any party in  
18 this case and were not involved in the case and had no  
19 authority to speak on anyone's behalf in this case, so is  
20 Prenda Law principal counsel in the case or not?

21 MR. TORRES: No, Your Honor.

22 THE COURT: So what is their relationship again then  
23 to you as counsel in this case?

24 MR. TORRES: Well, Your Honor, I was --

25 THE COURT: I'm sorry, I'm sorry, hold on a second.

1 Ms. Vizza, would you please swear this witness, on the  
2 phone, yes.

3 Mr. Torres, if you would please raise your right hand.

4 Ms. Vizza.

5 MR. TORRES: Yes.

6 Thereupon,

7 JONATHAN TORRES,

8 having first been duly sworn to tell the truth, the whole  
9 truth, and nothing but the truth, was examined and testified as  
10 follows:

11 MR. TORRES: Yes.

12 THE COURT: All right, sir. You're under oath, you  
13 have to give truthful answers to the questions that are asked  
14 or face penalties of perjury for false answers.

15 Do you understand that?

16 MR. TORRES: I understand.

17 THE COURT: All right.

18 So, starting over now, Prenda is the referring law  
19 firm to your firm or the originating firm or principal counsel?

20 MR. TORRES: My understanding, Your Honor, is that  
21 Prenda Law was the counsel for Plaintiffs and is still counsel  
22 for Plaintiffs.

23 I was contacted by Brett Gibbs in order to be local  
24 counsel to appear on behalf of Prenda Law.

25 THE COURT: So, Prenda Law purports to be the

1 principal law firm in this case?

2 MR. TORRES: Correct.

3 THE COURT: Did Prenda Law file a notice of appearance  
4 as principal law firm in this case?

5 MR. TORRES: My understanding, Your Honor, is that  
6 they were, at one point, counsel in the case. I'm not sure if  
7 they actually have a current notice of appearance or not, I'm  
8 not sure.

9 THE COURT: And what is your financial arrangement  
10 with Prenda Law?

11 MR. TORRES: Well, I'm working on a contingency basis,  
12 Your Honor.

13 THE COURT: And what percentage is your cut of the  
14 contingency?

15 MR. TORRES: My understanding is that it's 75 percent,  
16 my understanding, of whatever the fees are generated, my  
17 understanding, at least.

18 THE COURT: Yours will be 75 percent and Prenda's will  
19 be 25 percent?

20 MR. TORRES: That is correct, Your Honor.

21 THE COURT: Who is principally responsible for the  
22 case; Prenda or you?

23 MR. TORRES: Well, my understanding is that I was  
24 recently contacted in regards to this case.

25 My understanding is that I was going to be primarily

1 responsible and be the local counsel for this case, but the  
2 reason why I presented a motion to withdraw is because just  
3 recently I was contacted by defense counsel and was advised of  
4 certain issues that were going on in the case.

5 THE COURT: When were you retained?

6 MR. TORRES: Well, I was contacted, I believe, Your  
7 Honor, it was about 15 days ago.

8 THE COURT: And who were you contacted by?

9 MR. TORRES: I was contacted by Mr. Brett Gibbs from  
10 Prenda Law.

11 THE COURT: And who did he tell you was current  
12 counsel in the case?

13 MR. TORRES: Well, he told me that Prenda Law through  
14 another attorney locally was the current counsel in the case,  
15 and that's why, you know, they were substituting me for counsel  
16 in this case, and eight other cases -- actually seven other  
17 cases that purportedly Prenda Law was the counsel on.

18 THE COURT: Give me one second, I need to look up  
19 something in the docket.

20 (Brief pause.)

21 And did Mr. Wasinger call you?

22 MR. TORRES: No, Your Honor, Mr. Wasinger apparently  
23 presented a motion to withdraw or substitution of counsel at  
24 that point.

25 THE COURT: And then the Court ordered that he was not

1 granted his leave and directed that he was to appear at this  
2 hearing and that his motion for withdrawal would be taken up at  
3 this hearing. And did you see that on the docket when you  
4 filed your notice of appearance?

5 MR. TORRES: No, Your Honor, I did not.

6 THE COURT: Did you look at the docket when you filed  
7 your notice of appearance?

8 MR. TORRES: I presented the notice of appearance and  
9 did not see that Mr. Wasinger was still counsel.

10 THE COURT: Did you look at the docket is what I asked  
11 you?

12 MR. TORRES: I looked at -- I did look at the docket,  
13 per se, I didn't --

14 THE COURT: The answer is no, you did not read the  
15 docket on the case you were appearing in?

16 MR. TORRES: Correct, Your Honor.

17 THE COURT: And then shortly after you file your  
18 notice of appearance, you moved to withdraw?

19 MR. TORRES: That is correct, Your Honor.

20 THE COURT: And why is that?

21 MR. TORRES: Well, Your Honor, I'll be perfectly  
22 honest with you. Defense counsel contacted me shortly  
23 thereafter of being counsel of record, instructed me to call  
24 him immediately.

25 And so I -- actually I did, and left him a message,

1 then he returned my phone call. And there was discussions  
2 between Defendant and -- Defendant's counsel and myself in  
3 regards to this case.

4 The only thing that -- the first thing that I heard  
5 from defense counsel was, you know, rather than see how this  
6 case might be settled or anything to that effect, was the fact  
7 that there were -- there had been some bar complaints or  
8 something to that effect associated with this case or something  
9 to that effect, and based on that statement from defense  
10 counsel, I decided to present my motion to withdraw and have no  
11 further involvement with any of the cases.

12 THE COURT: Did you have any contact with  
13 Mr. Wasinger?

14 MR. TORRES: No, I did not, Your Honor.

15 THE COURT: Do you have a written contract with Prenda  
16 Law Group?

17 MR. TORRES: No, I do not, Your Honor.

18 THE COURT: Have you filed a notice of appearance in  
19 all of the other cases that Mr. Wasinger has withdrawn from?

20 MR. TORRES: Yes, Your Honor.

21 THE COURT: Have you moved to withdraw in all those  
22 cases as well?

23 MR. TORRES: Yes, I did, Your Honor.

24 THE COURT: Have those motions been granted?

25 MR. TORRES: No, Your Honor, based on local rule,



1 after conferring with counsel, but that's something I'll  
2 remedy, Your Honor.

3 THE COURT: I got a letter on the 18th from a  
4 Mr. Duffy at Prenda Law, Inc.

5 MR. TORRES: Okay.

6 THE COURT: And he advises that he was recently made  
7 aware that the Court ordered a principal of Prenda Law to  
8 appear in person at the motion to dismiss hearing scheduled for  
9 today's date.

10 As the sole principal of Prenda Law, Inc., that would  
11 be me. For the record, I was never served with notice of the  
12 Court's Order or otherwise made aware of it until very recently  
13 via a phone call from a fellow attorney.

14 As an initial matter, I must respectfully inform the  
15 Court I am located in Chicago and my attendance would require  
16 air travel and he has had surgery on his eyes and this and  
17 that.

18 Then he says, I also respectfully question how my  
19 appearance could benefit the Court, particularly since I am not  
20 representing anyone, in italics, in this case and have no  
21 authority to speak on anyone's behalf.

22 It would certainly -- it would clearly be improper for  
23 me to make any statement on a pending matter in a jurisdiction  
24 in which I am not licensed and on behalf of a client I do not  
25 represent. In light of the foregoing, I pray that the Court

1 will excuse my attendance at this hearing.

2 Now, is Prenda Law, Inc. different than the entity  
3 that you are dealing with?

4 MR. TORRES: Your Honor, my only understanding is that  
5 Prenda Law is the one that has been in contact with me. That's  
6 the only thing I know.

7 To be honest, Your Honor, I responded to an ad for a  
8 local appearance, that's all I did, Your Honor. And other than  
9 that, I was brought into these cases, and that's pretty much  
10 it.

11 THE COURT: Who is Prenda Law, Inc.? Is that the  
12 person you're local counsel for?

13 MR. TORRES: That's technically my understanding of  
14 the situation or the arrangement, if you will.

15 THE COURT: Who is Mr. Gibbs in relation to Mr. Duffy?

16 MR. TORRES: Well, Mr. Gibbs apparently is a principal  
17 at Prenda Law, to my understanding.

18 THE COURT: Who is Mr. Duffy?

19 MR. TORRES: Mr. Duffy, I have no contact with  
20 Mr. Duffy. I've never had any contact with Mr. Duffy.

21 THE COURT: Mr. Lutz, who is the individual who you  
22 just spoke to in the Courtroom with you?

23 MR. LUTZ: Sorry?

24 THE COURT: Who is that behind you?

25 MR. STEELE: Your Honor, my name is John Steele.

1 THE COURT: Who are you?

2 MR. STEELE: I'm an attorney, but not involved in this  
3 case.

4 THE COURT: You're an attorney with what law firm?

5 MR. STEELE: I'm not an attorney with any law firm  
6 right now, but I have worked with Mr. Duffy in the past and I  
7 am certainly familiar with this litigation just because I've  
8 been involved in many different cases like this in the past.

9 THE COURT: But not this case?

10 MR. STEELE: Correct.

11 THE COURT: So, Mr. Torres, you don't know who your  
12 general counsel is other than Mr. Gibbs, and you don't have a  
13 written agreement and you just answered a random ad and put  
14 your name on a docket in Federal Court?

15 MR. TORRES: Well, Your Honor, I was going to make a  
16 local appearance for someone that, you know, needed a local  
17 counsel, and so I did.

18 THE COURT: Well, you're still a lawyer.

19 MR. TORRES: I understand.

20 THE COURT: And Mr. Lutz, did Mr. Wasinger speak with  
21 you about his decision not to appear at this hearing?

22 MR. LUTZ: They did not, no.

23 THE COURT: Do you know who Mr. Duffy is?

24 MR. LUTZ: I believe he is a principal of Prenda Law.

25 THE COURT: And who is Mr. Gibbs?

1 MR. LUTZ: Mr. Gibbs is also affiliated with Prenda  
2 Law, I don't know his official title.

3 THE COURT: Is he an attorney?

4 MR. LUTZ: I believe so, in the State of California.

5 THE COURT: But not in the State of Illinois?

6 MR. LUTZ: I can't say for sure.

7 THE COURT: Do you know if he is a partner in the  
8 Prenda Law Group?

9 MR. LUTZ: I do not know his official title, no.

10 THE COURT: Who is your counsel, who is your lawyer?

11 MR. LUTZ: Prenda Law is one of them, they represent  
12 Sunlust in several cases, not in this case, particularly.

13 THE COURT: What does that mean; particularly?

14 MR. LUTZ: Well, it's not in this matter, they  
15 represent us in various different cases.

16 THE COURT: So they were not retained to be your  
17 lawyer and they did not refer this matter to Mr. Torres?

18 MR. LUTZ: I don't know what their affiliation with  
19 Mr. Torres is, officially.

20 THE COURT: Yes, sir.

21 MR. SYFERT: Your Honor, if I may interject, Mr. Lutz  
22 used to work for Mr. Steele down in Miami. Mr. Lutz was  
23 actually a paralegal and debt collector for Prenda Law when it  
24 was a multi-state, multi-jurisdictional law firm between here  
25 and Illinois. That's Mr. Lutz.



1 THE COURT: Are you authorized to bind the company to  
2 any legal contracts?

3 MR. LUTZ: I am not.

4 THE COURT: Are you salaried?

5 MR. LUTZ: No, 1099.

6 THE COURT: So you are a 1099 contracted entity and  
7 you just go around and sit in a Court and represent yourself to  
8 be the corporate representative of the company?

9 MR. LUTZ: Yes.

10 THE COURT: Mr. Torres, did you know this was  
11 Mr. Lutz's position, a paid corporate representative?

12 MR. TORRES: No, Your Honor, I did not.

13 THE COURT: Who is the president of Sunlust?

14 MR. LUTZ: I'm unaware.

15 THE COURT: Who is the vice president?

16 MR. LUTZ: I'm unaware

17 THE COURT: Who is the secretary?

18 MR. LUTZ: I have no idea.

19 THE COURT: Who owns Sunlust?

20 MR. LUTZ: I do not know.

21 THE COURT: Who signs your checks?

22 MR. LUTZ: I believe somebody in the accounting  
23 department.

24 THE COURT: What is their name?

25 MR. LUTZ: To be honest with you, I can't read the

1 signature.

2 THE COURT: Where is the accounting department  
3 located?

4 MR. LUTZ: I'm sorry?

5 THE COURT: Where is the accounting department  
6 located?

7 MR. LUTZ: I've received checks from California.

8 THE COURT: How much are you paid monthly to be the  
9 corporate representative?

10 MR. LUTZ: Again, it depends on my appearances, the  
11 number of appearances that I do.

12 THE COURT: How much were you paid last month?

13 MR. LUTZ: Approximately \$1,000.

14 THE COURT: And do you have any other job than to  
15 around go to Courts representing yourself to be the corporate  
16 representative of Sunlust?

17 MR. LUTZ: For Sunlust, no.

18 THE COURT: Do you have any other job for the Prenda  
19 Law holdings to do anything other than go around the country  
20 and represent yourself to be their corporate representative?

21 MR. LUTZ: I do not work for Prenda Law.

22 THE COURT: Do you serve in this capacity for any  
23 other entity than Sunlust?

24 MR. LUTZ: Yes.

25 THE COURT: What companies?

1 MR. LUTZ: Hard Drive Productions would be one and  
2 Guava, LLC.

3 THE COURT: Do they have similar lawsuits around the  
4 country?

5 MR. LUTZ: They do.

6 THE COURT: Do you receive a percentage of the  
7 recovery of any of these lawsuits?

8 MR. LUTZ: I do not.

9 THE COURT: Do you know Mr. Duffy?

10 MR. LUTZ: Not personally, no.

11 THE COURT: Have you talked to him before?

12 MR. LUTZ: I have not, no.

13 THE COURT: Is he your lawyer?

14 MR. LUTZ: He is not my attorney

15 THE COURT: Is he the lawyer for Prenda Law -- or  
16 Sunlust?

17 MR. LUTZ: In various matters, yes.

18 THE COURT: How many matters do you represent Sunlust  
19 in, in the country?

20 MR. LUTZ: Approximately a dozen.

21 THE COURT: So half of them are located here in the  
22 Middle District and there are others elsewhere?

23 MR. LUTZ: I believe we have three here in the Middle  
24 District.

25 THE COURT: Mr. Torres, I thought you entered an



1 appearance on five of them here in the Middle District.

2 MR. TORRES: But not for that particular company.

3 THE COURT: What was the other company?

4 MR. TORRES: I believe it's FTG Videos. I don't have  
5 access to my computer at this time, Your Honor, because I'm in  
6 the Court in Orange County, but I believe one of them is FTG  
7 Videos.

8 THE COURT: F as in Frank or S as in Sam?

9 MR. TORRES: F as in Frank, Your Honor.

10 THE COURT: Mr. Steele, who is the principal of  
11 Sunlust?

12 MR. STEELE: I'm sorry, you're asking me, ma'am?

13 THE COURT: Yes, sir.

14 MR. STEELE: I wouldn't know.

15 THE COURT: You don't know who owns Sunlust?

16 MR. STEELE: That's correct.

17 THE COURT: You don't know who the president is?

18 MR. STEELE: I -- the only person that I know that's  
19 involved with Sunlust is Sunny Leone.

20 THE COURT: Sunny Leone?

21 MR. STEELE: Is one of the people involved with  
22 Sunlust. That's the only person I've ever --

23 THE COURT: What is the name?

24 MR. STEELE: Sunny Leone.

25 THE COURT: Spell it.

1 MR. STEELE: S-O-N-N-Y, Leone --

2 THE COURT: L-E-O-N?

3 MR. STEELE: I believe there's an E at the end of  
4 that, I'm not certain.

5 THE COURT: Where's is he located.

6 MR. STEELE: Well, I believe it's a she, and I believe  
7 that the last time I heard, she was in India filming a major  
8 motion picture with some studio down there, but I don't keep up  
9 with that, I don't represent Sunlust or anybody anymore. I no  
10 longer actively practice law.

11 THE COURT: You're not practicing law?

12 MR. STEELE: Correct. I do appear occasionally at  
13 hearings on an ad hoc basis, but I do not have any current  
14 clients.

15 THE COURT: You still have a bar license in the State  
16 of Florida?

17 MR. STEELE: No, I'm licensed only in the State of  
18 Illinois.

19 I want to make very clear to this Court I'm not  
20 purporting in any way to be an attorney licensed in the State  
21 of Florida.

22 THE COURT: Have you ever been licensed in the State  
23 of Florida?

24 MR. STEELE: No.

25 THE COURT: All right.

1 Thank you, sir.

2 So, Mr. Lutz, you don't know who you serve for, you're  
3 just sitting here in the Courtroom purporting to be a corporate  
4 representative?

5 MR. LUTZ: I was contacted by Sunny Leone several  
6 months ago.

7 THE COURT: And told what?

8 MR. LUTZ: She asked me to -- when they needed for me  
9 to appear for various reasons, if I would do it on a  
10 representative basis.

11 THE COURT: You can sit away from the table, you're  
12 not a corporate representative of anybody if you don't have any  
13 information about the corporation.

14 You're not an officer or principal of the corporation.  
15 The Court will exclude you as a proper corporate entity for  
16 this Defendant.

17 Mr. Torres, your motion to withdraw is granted, you  
18 are removed from this case. Any other lawyer who purports to  
19 come in to represent this Defendant would need to file a motion  
20 for leave to do so.

21 The case is dismissed for failure to appear at this  
22 hearing, for failure to present a lawful agent, for attempted  
23 fraud on the Court by offering up a person who has no authority  
24 to act on behalf of the corporation as its corporate  
25 representative, and the Court will hear, by motion, a motion

1 for sanctions and fees against this Sunlust entity and everyone  
2 affiliated with it, including a motion against Mr. Wasinger for  
3 his purposeful failure to appear at this hearing.

4 And a motion will also be heard on Mr. Duffy for his  
5 lack of candor in relation to his connection with this matter  
6 based upon the representation of Mr. Torres that he was  
7 contacted by the Prenda Law Group or Prenda Law, Inc. for the  
8 purpose of being retained as local counsel in this case and  
9 that was not presented to the Court in this purported  
10 correspondence. The case is dismissed.

11 I intend to advise the other Judges in the Courthouse  
12 of the nature of this matter and may refer this matter to the  
13 Florida Bar for further proceedings.

14 Is there anything further from the Plaintiff -- I'm  
15 sorry -- from the defense?

16 MR. SYFERT: No, Your Honor.

17 Well, yes, Your Honor, we have one other case that was  
18 transferred to Orlando, same issues exist as in this case.

19 THE COURT: Who is the Judge in the case.

20 MR. SYFERT: The First Time -- it's First Time Videos  
21 versus Oppold, O-P-P-O-L-D.

22 It was originally filed in Tampa then transferred to  
23 Orlando. Spaulding I believe is the Judge, Your Honor.

24 THE COURT: Judge Spaulding is a Magistrate Judge. Do  
25 you know the case number?

1 MR. SYFERT: I don't have that with me. I have the  
2 old case number from the --

3 THE COURT: Tampa case?

4 MR. SYFERT: I have -- yeah, the Tampa case number was  
5 8:12-CV-1685-MSS-MAP.

6 THE COURT: All right. I'll take a look at it.

7 Mr. Torres, a word to the wise, sir. When you  
8 represent an entity, no matter how limited your role is, you're  
9 placing your bar number at issue and you're placing your name  
10 and your goodwill at issue before a Court.

11 And saying you're local counsel and you only intended  
12 to file on their behalf and pick up a small fee for that  
13 limited role does not absolve you from responsibility for  
14 making sure that whatever you sign on to, whatever you enter an  
15 appearance on behalf of is a legitimate entity with legitimate  
16 concerns, because you run a strong risk that you could be  
17 sanctioned or lose your bar license behind conduct of the type  
18 that you're witnessing here.

19 I hope that this is a lesson to you about how to  
20 proceed going forward with characters such as the ones that are  
21 presented here.

22 MR. TORRES: Yes, Your Honor, I totally understand and  
23 thank you.

24 THE COURT: Thank you.

25 MR. TORRES: Am I excused, Your Honor?

1 THE COURT: You are excused.

2 This matter is dismissed.

3 MR. SYFERT: Thank you, Your Honor.

4 THE COURT: Thank you.

5 (Thereupon, the proceedings concluded.)

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STATE OF FLORIDA            )  
  SS  
COUNTY OF HILLSBOROUGH    )

I, CLAUDIA SPANGLER-FRY, Official Court Reporter for  
the United States District Court, Middle District, Tampa,  
Division,

DO HEREBY CERTIFY, that I was authorized to and did,  
through use of Computer Aided Transcription, report in  
shorthand the proceedings and evidence in the above-styled  
cause, as stated in the caption hereto, and that the foregoing  
pages numbered 1 to 24 inclusive, constitute a true and correct  
transcription of my shorthand report of said proceedings and  
evidence.

IN WITNESS WHEREOF, I have hereunto set my hand  
in the City of Tampa, County of Hillsborough, State of Florida,  
this 29th day of November, 2012.

CLAUDIA SPANGLER-FRY, Official Court Reporter

BY: /s/ CLAUDIA SPANGLER-FRY

# **EXHIBIT O**





**JESSE WHITE**  
SECRETARY OF STATE



**LLC FILE DETAIL REPORT**

<b>Entity Name</b>	ANTI-PIRACY LAW GROUP LLC	<b>File Number</b>	04147731
<b>Status</b>	ACTIVE	<b>On</b>	11/08/2012
<b>Entity Type</b>	LLC	<b>Type of LLC</b>	Domestic
<b>File Date</b>	11/08/2012	<b>Jurisdiction</b>	IL
<b>Agent Name</b>	JEFFREY LIVINGSTON	<b>Agent Change Date</b>	11/08/2012
<b>Agent Street Address</b>	161 N CLARK ST STE 3200	<b>Principal Office</b>	161 N. CLARK ST. SUITE 3200 CHICAGO, IL 606010000
<b>Agent City</b>	CHICAGO	<b>Management Type</b>	MBR <a href="#">View</a>
<b>Agent Zip</b>	60601	<b>Duration</b>	PERPETUAL
<b>Annual Report Filing Date</b>	00/00/0000	<b>For Year</b>	
<b>Series Name</b>	NOT AUTHORIZED TO ESTABLISH SERIES		

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