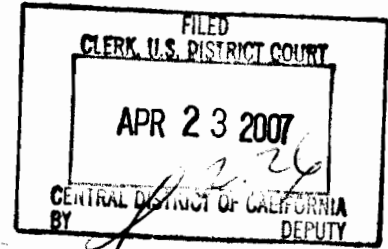


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11 Splash News & Picture Agency, Inc., Bauer-Griffin, LLC, Flynet Pictures, LLC,
12 Insight News & Features, Inc. and London Entertainment, Inc.

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

CV07-02668 CAS

15 SPLASH NEWS & PICTURE
16 AGENCY, INC.,
17 BAUER-GRIFFIN, LLC,
18 FLYNET PICTURES, LLC,
19 INSIGHT NEWS & FEATURES, INC.
20 and
21 LONDON ENTERTAINMENT, INC.,

20 Plaintiffs,

20 vs.

21 MARIO LAVANDEIRA
22 d/b/a PEREZHILTON.COM, and
23 JOHN and JANE DOES 1 through 10,

23 Defendants.

} CASE NO. (16-2)
} COMPLAINT FOR:
} (1) COPYRIGHT INFRINGEMENT;
} (2) UNFAIR COMPETITION UNDER
} THE COMMON LAW OF THE STATES
} OF CALIFORNIA AND NEW YORK;
} (4) CIVIL CONSPIRACY;
} DEMAND FOR JURY TRIAL;
} EXHIBITS.
} PLAINTIFFS' NOTICE OF
} RELATED CASES; DECLARATION
} OF PETER KAUFMAN AS TO
} GROUNDS FOR JOINDER OF
} MULTIPLE PLAINTIFFS
} FILED CONCURRENTLY
} HEREWITH

25 Plaintiffs SPLASH NEWS & PICTURE AGENCY, INC., BAUER-GRIFFIN,
26 LLC, FLYNET PICTURES, LLC, INSIGHT NEWS & FEATURES, INC. and
27

ILS
20
4W
C

1 LONDON ENTERTAINMENT, INC., by their undersigned attorneys, hereby demand
2 a jury trial, and for their complaint against MARIO LAVANDEIRA d/b/a
3 PEREZHILTON.COM, AND JOHN AND JANE DOES 1 THROUGH 10 allege as
4 follows:
5

6
7 **JURISDICTION AND VENUE**
8

9 1. This action seeking damages and injunctive relief against the defendants
10 arises in part under the Copyright Act of the United States, 17 U.S.C. Section 101, *et*
11 *seq.*, the common laws of the States of New York and California for related claims of
12 unfair competition and the state of California for civil conspiracy. The jurisdiction of
13 this Court is invoked pursuant to 28 U.S.C. Sections 1331, 1338(a) and 1338(b), and
14 the doctrine of supplemental jurisdiction, and is further asserted in accordance with 28
15 U.S.C. Section 1332(a), as a matter between citizens of different states where the
16 amount in controversy exceeds the sum of seventy-five thousand dollars (\$75,000.00)
17 exclusive of interest and costs. This court has supplemental jurisdiction of plaintiffs'
18 state law claims pursuant to 28 U.S.C. Section 1367.
19

20 2. Venue is properly laid in this Court pursuant to 28 U.S.C. Sections 1391
21 and 1400(a) because the claim arises in this district and the defendants may either be
22 found in and/or transact business in this district.
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PARTIES

1
2 3. At all times hereinafter mentioned, plaintiff SPLASH NEWS &
3 PICTURE AGENCY, INC. (“SPLASH” and collectively with BAUER-GRIFFIN,
4 LLC, FLYNET PICTURES, LLC, INSIGHT NEWS & FEATURES, INC. and
5 LONDON ENTERTAINMENT, INC., “PLAINTIFFS”) was and still is a California
6 Corporation with offices in the State of California, County of Los Angeles.
7
8

9 4. At all times hereinafter mentioned, plaintiff BAUER-GRIFFIN, LLC
10 (“BAUER-GRIFFIN” and collectively with SPLASH NEWS & PICTURE AGENCY,
11 INC., FLYNET PICTURES, LLC, INSIGHT NEWS & FEATURES, INC. and
12 LONDON ENTERTAINMENT, INC., “PLAINTIFFS”) was and still is a California
13 Corporation with offices in the State of California, County of Los Angeles.
14
15

16 5. At all times hereinafter mentioned, plaintiff FLYNET PICTURES, LLC
17 (“FLYNET PICTURES” and collectively with SPLASH NEWS & PICTURE
18 AGENCY, INC., BAUER-GRIFFIN, LLC, INSIGHT NEWS & FEATURES, INC.
19 and LONDON ENTERTAINMENT, INC., “PLAINTIFFS”) was and still is a
20 California Corporation with offices in the State of California, County of Los Angeles.
21
22

23 6. At all times hereinafter mentioned, plaintiff INSIGHT NEWS &
24 FEATURES, INC. (“INF” and collectively with SPLASH NEWS & PICTURE
25 AGENCY, INC., BAUER-GRIFFIN, LLC, FLYNET PICTURES, LLC, and
26 LONDON ENTERTAINMENT, INC., “PLAINTIFFS”) was and still is a New York
27
28

1 State Corporation with offices in the State of New York, County of New York.

2 7. At all times hereinafter mentioned plaintiff LONDON
3 ENTERTAINMENT, INC. ("LONDON" and collectively with SPLASH NEWS &
4 PICTURE AGENCY, INC., BAUER-GRIFFIN, LLC, FLYNET PICTURES, LLC,
5 and INSIGHT NEWS & FEATURES, INC., "PLAINTIFFS") was and still is a
6 Delaware Corporation with offices in the State of California, County of Los Angeles.
7

8 8. Plaintiffs upon information and belief and thereupon allege that at all
9 times hereinafter mentioned that defendant MARIO LAVANDEIRA, d/b/a
10 PEREZHILTON.COM ("LAVANDEIRA") was, and still is a natural person, residing
11 in and conducting business in, is domiciled in and with his principal offices located in
12 Los Angeles County, State of California.
13
14
15

16 9. Plaintiffs upon information and belief and thereupon allege that
17 defendant Lavandeira was and is still engaged in the business of producing, operating,
18 creating, distributing and displaying an Internet website <http://www.perezhilton.com>
19 ("perezhilton.com").
20
21

22 10. Plaintiffs upon information and belief and thereupon allege that
23 Lavandeira produces, distributes, and displays perezhilton.com over the Internet for
24 monetary profit and other gain and benefit.
25

26 11. Plaintiffs upon information and belief and thereupon allege that
27 advertisers pay money and other consideration and benefits to reproduce, display and
28

1 distribute their advertisements on perezhilton.com.

2 12. Plaintiffs upon information and belief and thereupon allege that
3 Lavandeira personally receives monetary profit and other consideration and benefits
4 from the operation of perezhilton.com by said reproduction, display and distribution
5 of advertisements on perezhilton.com.
6

7 13. Plaintiffs upon information and belief and thereupon allege that
8 Lavandeira personally receives monetary profit and other consideration and benefits
9 from the operation of perezhilton.com.
10

11 14. Plaintiffs upon information and belief and thereupon allege that all of the
12 aforementioned activities concerning Lavandeira are conducted in the State of
13 California and the County of Los Angeles and are directed to the public within this
14 judicial district and other parts of the State of California, and plaintiffs upon
15 information and belief and thereupon allege that the foregoing are also directed at
16 plaintiffs and to the public within the United States and the world.
17

18 15. Plaintiffs upon information and belief and thereupon allege that
19 Lavandeira transacts or has transacted business within this judicial district for
20 monetary profit and other gain and benefit, and is subject to the jurisdiction of this
21 Court.
22

23 16. Plaintiffs are ignorant of the true names and capacities of the Defendants
24 sued as JOHN and JANE DOES 1 through 10 inclusive, (the "UNKNOWN
25
26
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1 DEFENDANTS” and collectively with LAVANDEIRA, “DEFENDANTS”) and
2 therefore sue said Unknown Defendants by said fictitious names. Plaintiffs will ask
3 the Court to amend the Complaint to show the true names and capacities of all
4 Unknown Defendants when the same have been ascertained.
5

6 17. Plaintiffs upon information and belief and thereupon allege that at all
7 relevant times the Unknown Defendants, alone or in concert, individually or through
8 corporate, affiliate and/or other business relationships have infringed plaintiffs’
9 copyrights in their Original Works of Authorship as set forth herein and which are the
10 subject of this lawsuit by reproducing, and performing and displaying publicly, and
11 distributing same and have misappropriated plaintiffs’ timely, exclusive, current,
12 topical and high quality photographs and videotapes (sometimes herein collectively,
13 “Images”) and the respective plaintiffs’ archives of same.
14
15

16 18. These causes of action arises from conduct by the defendants within the
17 State of California and within this judicial district and other parts of the State of
18 California and plaintiffs upon information and belief and thereupon allege that such
19 conduct is also directed at plaintiffs and to the public within the United States and the
20 world.
21
22

23 19. Plaintiffs are informed and believe and thereon allege that each
24 defendant, whether expressly or fictitiously named, was at all times herein mentioned
25 the agent, servant, employee, partner, joint venturer, co-conspirator or other
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1 representative of each of the remaining defendants and that each defendant at all times
2 herein alleged committed such acts or omissions within the course and scope of such
3 agency, servitude, employment, partnership, conspiracy or other representation, with
4 the full knowledge, consent, authority, ratification or permission of each of the
5 remaining defendants.
6

7 **ALLEGATIONS AS TO ALL COUNTS**

8
9 20. Plaintiffs incorporate by reference the allegations contained in
10 Paragraphs "1" through "19" of their Complaint as if fully set forth herein.
11

12 21. Plaintiffs are photography agencies engaged in the business of creating,
13 producing syndicating and distributing timely, exclusive, current, topical and high
14 quality photographs and videotapes of celebrities and other newsworthy individuals
15 and events.
16

17
18 22. Plaintiffs also archive their Images all so as to continue to syndicate and
19 distribute same to licensees of their Images.
20

21 23. Plaintiffs are well-known in the news, media, entertainment and
22 publishing industries for their timely, exclusive, current, topical and high quality
23 Images and their archives of same.
24

25 24. Plaintiffs circulate the Images which they create, own or control to
26 publishers and producers of newspapers, magazines and other journals, television
27 shows, Internet news sites, Internet blogs and other media (sometimes herein
28

1 collectively, "media outlets") in an effort to obtain licenses for the reproduction,
2 display, distribution, publication and usage of their Images in such newspapers,
3 magazines and other journals, television shows, Internet news sites, Internet blogs and
4 other media.
5

6 25. By entering into these usage licenses for their Images with media outlets,
7
8 plaintiffs make their Images available for viewing by, and for distribution and sale to,
9 the public within this judicial district and throughout the United States and the world.
10

11 26. Plaintiffs' Images are obtained by the respective plaintiffs' substantial
12 work, labor, efforts and monetary expense and include Images that are exclusive to
13 each individual plaintiff herein.
14

15 27. Such exclusive Images are highly valuable and earn license fees ranging
16 from hundreds of dollars to hundreds of thousands of dollars.
17

18 28. Plaintiffs' Images are valuable for the particular content, subject matter
19 and high quality of their Images, for the substantial work, labor, efforts and money
20 invested by each plaintiff in producing same and same are oftentimes of a time-
21 sensitive nature.
22

23 29. Media outlets seek to license plaintiffs' Images.
24

25 30. Media outlets often will seek to obtain and pay for the right to be the
26 exclusive licensee of a particular Image created, owned or controlled and distributed
27 and syndicated by the respective plaintiffs, in order to increase such media outlet's
28

1 circulation and advertising revenues as well as such media outlet's prestige and public
2 recognition in a competitive consumer marketplace for current or topical Images of
3 celebrities and other newsworthy people.
4

5 31. Plaintiffs' Images are unique to each individual plaintiff herein and are
6 licensed by such media outlets for significant fees.
7

8 32. Perezhilton.com is like any other media outlet that licenses plaintiffs'
9 news stories and Images.
10

11 33. Plaintiffs upon information and belief and thereupon allege that
12 defendant Lavandeira is solely responsible for the production, operation, creation,
13 distribution and display of perezhilton.com.
14

15 34. Plaintiffs upon information and belief and thereupon allege that
16 Lavandeira acts in concert with others individually or through corporate, affiliate
17 and/or other business relationships for the production, operation, creation, distribution
18 and display of perezhilton.com.
19

20 35. On an almost daily basis defendant Lavandeira, either alone or acting in
21 concert with others, including, without limitation, the Unknown Defendants,
22 reproduces, displays publicly, distributes, and performs plaintiffs' Images on
23 perezhilton.com.
24

25 36. Such reproduction, public display, distribution and performance of
26 plaintiffs' Images on perezhilton.com are all without plaintiffs' permission.
27
28

1 37. Said reproduction, public display, distribution and performance of
2 plaintiffs' Images on perezhilton.com are all without Lavandeira's paying monetary or
3 other compensation or consideration to plaintiffs for said reproduction, public display,
4 distribution and performance of plaintiffs' Images on perezhilton.com.
5

6 38. Said reproduction, public display, distribution and performance of
7 plaintiffs' Images on perezhilton.com, all without the respective plaintiffs'
8 permission, is made without any other party, including without limitation, the
9 Unknown Defendants, paying monetary or other compensation or consideration to
10 plaintiffs for said reproduction, public display, distribution and performance of
11 plaintiffs' Images on perezhilton.com.
12
13

14 39. Such reproduction, public display, distribution and performance of
15 plaintiffs' Images on perezhilton.com, are all without the respective the plaintiffs'
16 permission.
17
18

19 40. Said reproduction, public display, distribution and performance of
20 plaintiffs' Images on perezhilton.com, all without the respective plaintiffs'
21 permission, is also made without any other party, including without limitation, the
22 Unknown Defendants, attributing the plaintiffs' respective Images so used on
23 perezhilton.com to plaintiffs, or any of them as the author, creator, distributor or
24 syndicator of such Images.
25
26

27 41. Plaintiffs upon information and belief and thereupon allege that
28

1 perezhilton.com receives approximately 4,000,000 so-called "hits" from internet
2 viewers of perezhilton.com, said actual amount of "hits" to be determined during
3 discovery.
4

5 42. Perezhilton.com generates annual advertising revenue as a result of
6 receiving said viewers in monetary amounts that will be determined during discovery
7 but on information and belief and plaintiffs thereupon allege that defendants either by
8 themselves or any of them or through third parties generate advertising revenues on
9 perezhilton.com in excess of hundreds of thousands of dollars per quarter.
10
11

12 43. On information and belief and plaintiffs thereupon allege that as a result
13 of said advertising revenues on perezhilton.com, defendant Lavandeira personally
14 earns an income of not less than one hundred thousand dollars annually from
15 perezhilton.com and which amount will be determined during discovery.
16
17

18 44. Upon defendants' reproduction, public display, distribution and
19 performance of plaintiffs' Images on perezhilton.com, plaintiffs have repeatedly sent
20 notices to defendant Lavandeira demanding that defendant Lavandeira remove each
21 such Image from perezhilton.com and cease and desist from further reproduction,
22 public display, distribution and performance of such Images.
23
24

25 45. Upon defendants' reproduction, public display, distribution and
26 performance of plaintiffs' Images on perezhilton.com, plaintiffs have repeatedly sent
27 notices to perezhilton.com's website host demanding that each such Image be
28

1 removed from perezhilton.com.

2 46. Despite said demands upon defendants, defendants individually or
3 collectively, have failed and refused to remove plaintiffs' Images from continued
4 reproduction, public display, distribution and performance on perezhilton.com.
5

6 47. Despite said demands upon defendant perezhilton.com's website host to
7 remove each such Image from perezhilton.com., defendants, individually or
8 collectively, have failed and refused to remove plaintiffs' Images from continued
9 reproduction, public display, distribution and performance on perezhilton.com.
10
11

12 48. Plaintiffs upon information and belief and thereupon allege that
13 defendants, individually or collectively, continue to store plaintiffs' Images on
14 perezhilton.com thereby creating an unauthorized archive of plaintiffs' Images and
15 defendants are thereby continuing to make plaintiffs' Images available for continuing
16 and further reproduction, public display, distribution and performance of plaintiffs'
17 Images to viewers of perezhilton.com and the public at large in this judicial district
18 and throughout the United States and the world all without plaintiffs' permission and
19 without any compensation to plaintiffs.
20
21
22

23 49. Plaintiffs have repeatedly offered to make their Images available to
24 defendants for reproduction, public display, distribution and performance on
25 perezhilton.com all on customary and competitive terms and conditions.
26
27

28 50. Despite such offers to defendants, defendants, individually or

1 55. If such conduct by defendants is allowed to continue the incentive for
2 plaintiffs to create, produce, syndicate and distribute their exclusive, current or topical
3 Images to newspapers, magazines and other journals, television shows, Internet news
4 sites, Internet blogs and other media for publication and reporting to the public would
5 be undermined and the continued existence of plaintiffs' respective businesses would
6 be threatened.
7

8
9 56. Plaintiffs upon information and belief and thereupon allege that were
10 others, i.e. newspapers, magazines and other journals, television shows, Internet news
11 sites, Internet blogs and other media to engage in such conduct as defendants,
12 individually or collectively, are alleged herein to have engaged and continue to
13 engage, that the very existence of the respective plaintiffs' businesses are and would
14 be substantially threatened and might cease to exist and cease doing business.
15
16

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18 57. Plaintiffs upon information and belief and thereupon allege that as and
19 for a result of this threat posed by defendants, individually or collectively, to
20 plaintiffs' business, other industries, including newspapers, magazines and other
21 journals, television shows, Internet news sites, Internet blogs and other media which
22 purchase and license plaintiffs' Images are also substantially threatened thus
23 foreclosing business opportunities and markets for plaintiffs' respective businesses.
24
25

26 58. Plaintiffs upon information and belief and thereupon allege that as and
27 for a result of this threat arising from defendants' conduct the information and
28

1 knowledge available to the public is and would be substantially threatened.

2 59. Plaintiffs upon information and belief and thereupon allege that as and
3 for a result of the conduct of defendants, individually or collectively, defendants, and
4 particularly defendant Lavandeira, have been personally enriched and Lavandeira has
5 parlayed perezhilton.com's unauthorized and uncompensated use of plaintiffs' Images
6 into television and radio appearances, acting roles, newspaper and magazine
7 interviews and other publicity and personal notoriety and financial gain.
8
9

10 60. Plaintiffs upon information and belief and thereupon allege that as and
11 for a result of said publicity, notoriety and financial success Internet traffic is driven
12 to perezhilton.com increasing defendants' profits from the unauthorized and
13 uncompensated use of plaintiffs' Images.
14
15

16 61. The aforesaid activities of the defendants materially affect interstate
17 commerce among the several states in that the defendants service interstate customers.
18 Also, the activities of the defendants materially affect interstate commerce in that
19 plaintiffs' Images are offered in interstate commerce.
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22 62. The said wrongful acts of the defendants caused, and are causing, great
23 injury to plaintiffs.
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COUNT I

COPYRIGHT INFRINGEMENT

AGAINST DEFENDANTS

63. SPLASH incorporates by reference the allegations contained in Paragraphs "1" through "62" of this Complaint as if fully set forth herein.

64. On or about December 7, 2006 SPLASH, as employer of Aaron St. Clair created a collection of photographs entitled *Posh Hairy Beast* comprised of 31 photographs (collectively, "*Posh*") depicting Victoria Beckham a/k/a Posh Spice, the star singer of the musical group the Spice Girls and spouse of British Football Player and current Los Angeles Express Soccer star, David Beckham.

65. SPLASH distributes *Posh* as a collection in order to permit licensees of the work to select the particular photograph or photographs that are most suitable for the respective licensees' purposes and for licensing and subsequent publication in their respective newspapers, magazines and other journals, television shows, Internet news sites, Internet blogs and other media for publication to the public.

66. *Posh* is wholly original unto SPLASH and is copyrightable subject matter under the Copyright Laws.

67. SPLASH has complied in all respects with the Copyright Laws and has secured the exclusive rights and privileges in and to the Copyright in the photographic work.

1 68. The Register of Copyrights has duly issued SPLASH a Certificate of
2 Copyright Registration for *Posh*, namely Registration No. VA 1-392-808, effective
3 February 5, 2007 under the title *Splash News Photographs from Oct. 26, 2006 – Dec.*
4 *31, 2006 a/k/a Group Registration/Photos Photographs: 37*. A copy of said
5 Certificate is annexed as Exhibit “A.”
6

7
8 69. SPLASH has always been, and is now, the owner of all rights, title and
9 interest in and to *Posh* and the Copyright therein, and said Copyright is valid and
10 subsisting and in full force and effect.
11

12 70. SPLASH, upon information and belief and thereupon alleges that
13 beginning on or about December 9, 2006 and continuing to date, defendants
14 reproduced, distributed, and publicly displayed *Posh* on perezhilton.com.
15

16 71. SPLASH upon information and belief and thereupon alleges that with full
17 knowledge of SPLASH’S rights, defendants infringed SPLASH’S Copyright in the
18 photographic work by reproducing, displaying publicly, and distributing *Posh* on
19 perezhilton.com and upon information and belief and thereupon alleges by and
20 through other means and methods.
21
22

23 72. SPLASH upon information and belief and thereupon alleges that the
24 aforementioned reproductions, displays and distributions were for profit and occurred
25 in a large geographical and populous region including within this judicial district.
26
27

28 73. SPLASH upon information and belief and thereupon alleges that

1 defendants failed to provide a credit to SPLASH or Aaron St. Clair as the Author of
2 *Posh*, or any of the Images comprising *Posh*.

3
4 74. SPLASH sent a cease and desist notice by e-mail to defendants notifying
5 defendants that defendants had no authority or consent to use or to continue to use
6 *Posh*, requesting that *Posh* be removed from perezhilton.com and seeking an
7
8 accounting for all usages of *Posh* by defendants.

9
10 75. Despite notice to cease and desist and to account for usages, defendants
11 have failed to account for usages and pay a license fee.

12 76. The use by defendants of *Posh* has been without the consent of SPLASH.

13
14 77. *Posh* is a valuable copyrighted property in that the photographic work
15 depicts an event that was reported in the press and a subject of significant interest to
16 the public.

17
18 78. SPLASH has zealously and deliberately licensed *Posh* to various media
19 outlets so that SPLASH and its licensees can maximize the public distribution of *Posh*
20 and also to enable SPLASH to profit from its copyright in the work.

21
22 79. SPLASH upon information and belief and thereupon alleges that
23 defendants' acts of infringement were and are deliberate and continuing, and were and
24 are greatly and irreparably damaging to SPLASH and will continue to damage
25 SPLASH unless restrained by this Court.

26
27
28 80. Defendants' acts constitute willful copyright infringement under the

1 Copyright Laws, 17 U.S.C. §§ 501, *et seq.*

2 81. SPLASH is without adequate remedy at law, and is suffering irreparable
3 harm and damage as a result of the acts of defendants in an amount thus far not
4 determined.
5

6 **COUNT II**

7 **COPYRIGHT INFRINGEMENT**

8 **AGAINST DEFENDANTS**

9
10
11 82. SPLASH incorporates by reference the allegations contained in
12 Paragraphs “1” through “81” of this Complaint as if fully set forth herein.

13 83. On or about November 13, 2006 SPLASH, as employer of Aaron St.
14 Clair created a collection of 6 photographs entitled “*Hoochie Momma*” (“*Hoochie*
15 *Momma*”) depicting Beyonce Knowles the star singer.
16

17 84. SPLASH distributes *Hoochie Momma* as a collection of photographs in
18 order to permit licensees of the work to select the particular photograph or
19 photographs most suitable for the respective licensees’ respective purposes and for
20 licensing and subsequent publication in their respective newspapers, magazines and
21 other journals, television shows, Internet news sites, Internet blogs and other media
22 for publication to the public.
23
24

25 85. *Hoochie Momma* is wholly original unto SPLASH and is copyrightable
26 subject matter under the Copyright Laws.
27
28

1 86. SPLASH has complied in all respects with the Copyright Laws and has
2 secured the exclusive rights and privileges in and to the Copyright in the photographic
3 work.
4

5 87. The Register of Copyrights has duly issued SPLASH a Certificate of
6 Copyright Registration for *Hoochie Momma*, namely Registration No. VA 1-392-808,
7 effective February 5, 2007 under the title *Splash News Photographs from Oct. 26,*
8 *2006 – Dec. 31, 2006 a/k/a Group Registration/Photos Photographs: 37.* A copy of
9 said Certificate is annexed as Exhibit “A.”
10
11

12 88. SPLASH has always been, and is now, the owner of all right, title and
13 interest in and to *Hoochie Momma* and the Copyright therein, and said Copyright is
14 valid and subsisting and in full force and effect.
15

16 89. SPLASH upon information and belief and thereupon alleges that
17 beginning on or about November 13, 2006 and continuing to date, defendants
18 reproduced, distributed, and publicly displayed *Hoochie Momma* on perezhilton.com.
19
20

21 90. SPLASH upon information and belief and thereupon alleges that with full
22 knowledge of SPLASH’S rights, defendants infringed SPLASH’S Copyright in the
23 photographic work, by reproducing, displaying publicly, and distributing *Hoochie*
24 *Momma* on perezhilton.com and upon information and belief and thereupon alleges by
25 and through other means and methods.
26
27

28 91. SPLASH upon information and belief and thereupon alleges that the

1 aforementioned reproductions, displays and distributions were for profit and occurred
2 in a large geographical and populous region including within this judicial district.

3
4 92. SPLASH upon information and belief and thereupon alleges that
5 defendants failed to provide a credit to SPLASH or Aaron St. Clair as the Author of
6 *Hoochie Momma*, or any of the Images comprising *Hoochie Momma*.

7
8 93. SPLASH sent a cease and desist notice by e-mail to defendants notifying
9 defendants that defendants had no authority or consent to use or to continue to use
10 *Hoochie Momma*, requesting that *Hoochie Momma* be removed from perezhilton.com
11 and seeking an accounting for all usages of *Hoochie Momma* by defendants.
12

13 94. Despite notice to cease and desist and to account for usages, defendants
14 have failed to account for usages and pay a license fee.
15

16 95. The use by defendants of *Hoochie Momma* has been without the consent
17 of SPLASH.
18

19 96. *Hoochie Momma* is a valuable copyrighted property in that the
20 photographic work depicts an event that was reported in the press and a person of
21 significant interest to the public.
22

23 97. SPLASH has zealously and deliberately licensed *Hoochie Momma* to
24 various media outlets so that SPLASH and its licensees can maximize the public
25 distribution of *Hoochie Momma* and also to enable SPLASH to profit from its
26 copyright in the work.
27
28

1 98. SPLASH upon information and belief and thereupon alleges that
2 defendants' acts of infringement were and are deliberate and continuing, and were and
3 are greatly and irreparably damaging to SPLASH and will continue to damage
4 SPLASH unless restrained by this Court.
5

6 99. Defendants' acts constitute willful copyright infringement under the
7 Copyright Laws, 17 U.S.C. §§ 501, *et seq.*
8

9 100. SPLASH is without adequate remedy at law, and is suffering irreparable
10 harm and damage as a result of the acts of defendants in an amount thus far not
11 determined.
12

13 **COUNT III**
14
15 **COPYRIGHT INFRINGEMENT**
16
17 **AGAINST DEFENDANTS**

18 101. SPLASH incorporates by reference the allegations contained in
19 Paragraphs "1" through "100" of this Complaint as if fully set forth herein.
20

21 102. On or about October 8, 2006 SPLASH, as employer of Brett Kaffee
22 created a collection of photographs entitled *Sienna Miller and Her Parents in*
23 *Meadville, Pennsylvania* comprised of 34 photographs (collectively, "*Sienna and*
24 *Parents*") depicting Sienna Miller the actress and television and motion picture
25 featured in *Factory Girl* and *Alfie* among other films with her parents in her father's
26 hometown shortly after Ms. Miller was quoted as offering her opinion of the
27
28

1 neighboring city of Pittsburgh, Pennsylvania where she was on location for the
2 filming of a motion picture.

3
4 103. SPLASH distributes *Sienna and Parents* as a collection in order to permit
5 licensees of the work to select the particular photograph or photographs that are most
6 suitable for the respective licensees' purposes and for licensing and subsequent
7 publication in their respective newspapers, magazines and other journals, television
8 shows, Internet news sites, Internet blogs and other media for publication to the
9 public.
10
11

12 104. *Sienna and Parents* is wholly original unto SPLASH and is copyrightable
13 subject matter under the Copyright Laws.
14

15 105. SPLASH has complied in all respects with the Copyright Laws and has
16 secured the exclusive rights and privileges in and to the Copyright in the photographic
17 work.
18

19 106. The Register of Copyrights has duly issued SPLASH a Certificate of
20 Copyright Registration for *Sienna and Parents*, namely Registration No.
21 VA 1-392-810, effective February 5, 2007 under the title *Splash News Photographs*
22 *from Oct. 26, 2006 – Dec. 31, 2006 a/k/a Group Registration/ Photos Photographs:*
23

24
25 34. A copy of said Certificate is annexed as Exhibit "B."

26 107. SPLASH has always been, and is now, the owner of all rights, title and
27 interest in and to *Sienna and Parents* and the Copyright therein, and said Copyright is
28

1 valid and subsisting and in full force and effect.

2 108. SPLASH, upon information and belief and thereupon alleges that
3 beginning on or about October 8, 2006 and continuing to date, defendants reproduced,
4 distributed, and publicly displayed *Sienna and Parents* on perezhilton.com.
5

6 109. SPLASH upon information and belief and thereupon alleges that with full
7 knowledge of SPLASH'S rights, defendants infringed SPLASH's Copyright in the
8 photographic work by reproducing, displaying publicly, and distributing *Sienna and*
9 *Parents* on perezhilton.com and upon information and belief and thereupon alleges by
10 and through other means and methods.
11
12

13 110. SPLASH upon information and belief and thereupon alleges that the
14 aforementioned reproductions, displays and distributions were for profit and occurred
15 in a large geographical and populous region including within this judicial district.
16
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18 111. SPLASH upon information and belief and thereupon alleges that
19 defendants failed to provide a credit to SPLASH or Brett Kaffee as the Author of
20 *Sienna and Parents*, or any of the Images comprising *Sienna and Parents*.
21

22 112. SPLASH sent a cease and desist notice by e-mail to defendants notifying
23 defendants that defendants had no authority or consent to use or to continue to use
24 *Sienna and Parents*, requesting that *Sienna and Parents* be removed from
25 perezhilton.com and seeking an accounting for all usages of *Sienna and Parents* by
26 defendants.
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1 113. Despite notice to cease and desist and to account for usages, defendants
2 have failed to account for usages and pay a license fee.

3 114. The use by defendants of *Sienna and Parents* has been without the
4 consent of SPLASH.

5 115. *Sienna and Parents* is a valuable copyrighted property in that the
6
7 photographic work depicts an event that was reported in the press and a subject of
8 significant interest to the public.

9 116. SPLASH has zealously and deliberately licensed *Sienna and Parents* to
10 various media outlets so that SPLASH and its licensees can maximize the public
11 distribution of *Sienna and Parents* and also to enable SPLASH to profit from its
12 copyright in the work.

13 117. SPLASH upon information and belief and thereupon alleges that
14 defendants' acts of infringement were and are deliberate and continuing, and were and
15 are greatly and irreparably damaging to SPLASH and will continue to damage
16 SPLASH unless restrained by this Court.

17 118. Defendants' acts constitute willful copyright infringement under the
18 Copyright Laws, 17 U.S.C. §§ 501, *et seq.*

19 119. SPLASH is without adequate remedy at law, and is suffering irreparable
20 harm and damage as a result of the acts of defendants in an amount thus far not
21 determined.

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COUNT IV

COPYRIGHT INFRINGEMENT

AGAINST DEFENDANTS

120. SPLASH incorporates by reference the allegations contained in Paragraphs “1” through “119” of this Complaint as if fully set forth herein.

121. On or about October 31, 2006 SPLASH, as employer of Ian Miller and Simon Hammond created a collection of photographs entitled *Posh Out Shopping* comprised of 39 photographs (collectively, “*Posh Shopping*”) depicting Victoria Beckham a/k/a Posh Spice, the star singer of the musical group the Spice Girls and spouse of British Football Player and current Los Angeles Express Soccer star, David Beckham, out on a shopping trip.

122. SPLASH distributes *Posh Shopping* as a collection in order to permit licensees of the work to select the particular photograph or photographs that are most suitable for the respective licensees’ purposes and for licensing and subsequent publication in their respective newspapers, magazines and other journals, television shows, Internet news sites, Internet blogs and other media for publication to the public.

123. *Posh Shopping* is wholly original unto SPLASH and is copyrightable subject matter under the Copyright Laws.

124. SPLASH has complied in all respects with the Copyright Laws and has

1 secured the exclusive rights and privileges in and to the Copyright in *Posh Shopping*.

2 125. The Register of Copyrights has duly issued SPLASH a Certificate of
3 Copyright Registration for *Posh Shopping*, namely Registration No. VA 1-392-809,
4 effective February 5, 2007 under the title *Splash News Photographs from Oct. 26,*
5 *2006 – Dec. 31, 2006*. A copy of said Certificate is annexed as Exhibit “C.”
6

7
8 126. SPLASH has always been, and is now, the owner of all rights, title and
9 interest in and to *Posh Shopping* and the Copyright therein, and said Copyright is
10 valid and subsisting and in full force and effect.
11

12 127. SPLASH upon information and belief and thereupon alleges that
13 beginning on or about October 31, 2006 and continuing to date, defendants
14 reproduced, distributed, and publicly displayed *Posh Shopping* on perezhilton.com.
15

16 128. SPLASH upon information and belief and thereupon alleges that with full
17 knowledge of SPLASH’S rights, defendants infringed SPLASH’S Copyright in *Posh*
18 *Shopping* by reproducing, displaying publicly, and distributing *Posh Shopping* on
19 perezhilton.com and upon information and belief and thereupon alleges by and
20 through other means and methods.
21
22

23 129. SPLASH upon information and belief and thereupon alleges that the
24 aforementioned reproductions, displays and distributions were for profit and occurred
25 in a large geographical and populous region including within this judicial district.
26
27

28 130. SPLASH upon information and belief and thereupon alleges that

1 defendants failed to provide a credit to SPLASH or Ian Miller Clair as the Author of
2 *Posh Shopping*, or any of the Images comprising *Posh Shopping*.

3
4 131. SPLASH sent a cease and desist notice by e-mail to defendants notifying
5 defendants that defendants had no authority or consent to use or to continue to use
6 *Posh Shopping*, requesting that the Image be removed from perezhilton.com and
7
8 seeking an accounting for all usages of *Posh Shopping* by defendants.

9 132. Despite notice to cease and desist and to account for usages, defendants
10
11 have failed to account for usages and pay a license fee.

12 133. The use by defendants of *Posh Shopping* has been without the consent of
13
14 SPLASH.

15 134. *Posh Shopping* is a valuable copyrighted property in that the
16
17 photographic work depicts an event that was reported in the press and a subject of
18
19 significant interest to the public.

20 135. SPLASH has zealously and deliberately licensed *Posh Shopping* to
21
22 various media outlets so that SPLASH and its licensees can maximize the public
23
24 distribution of *Posh Shopping* and also to enable SPLASH to profit from its copyright
25
26 in the work.

27 136. SPLASH upon information and belief and thereupon alleges that
28
29 defendants' acts of infringement were and are deliberate and continuing, and were and
30
31 are greatly and irreparably damaging to SPLASH and will continue to damage

1 SPLASH unless restrained by this Court.

2 137. Defendants' acts constitute willful copyright infringement under the
3 Copyright Laws, 17 U.S.C. §§ 501, *et seq.*
4

5 138. SPLASH is without adequate remedy at law, and is suffering irreparable
6 harm and damage as a result of the acts of defendants in an amount thus far not
7 determined.
8

9 **COUNT V**

10 **COPYRIGHT INFRINGEMENT**

11 **AGAINST DEFENDANTS**

12
13 139. SPLASH incorporates by reference the allegations contained in
14 Paragraphs "1" through "138" of this Complaint as if fully set forth herein.
15

16 140. On or about November 29, 2006 SPLASH, as employer of Darren Banks
17 created a collection of photographs entitled *Britney in Black Hoodie at CVS*
18 comprised of 38 photographs (collectively, "*Britney Hoodie*") depicting Britney
19 Spears the star pop singer after shopping at CVS during her then recent split with
20 husband Kevin Federline.
21

22
23 141. SPLASH distributes *Britney / Hoodie* as a collection in order to permit
24 licensees of the work to select the particular photograph or photographs that are most
25 suitable for the respective licensees' purposes and for licensing and subsequent
26 publication in their respective newspapers, magazines and other journals, television
27
28

1 shows, Internet news sites, Internet blogs and other media for publication to the
2 public.

3
4 142. *Britney / Hoodie* is wholly original unto SPLASH and is copyrightable
5 subject matter under the Copyright Laws.

6
7 143. SPLASH has complied in all respects with the Copyright Laws and has
8 secured the exclusive rights and privileges in and to the Copyright in *Britney /*
9 *Hoodie*.

10
11 144. The Register of Copyrights has duly issued SPLASH a Certificate of
12 Copyright Registration for *Britney / Hoodie*, namely Registration No. VA 1-392-811,
13 effective February 5, 2007 under the title *Splash News Photographs from Oct. 26,*
14 *2006 – Dec. 31, 2006 a/k/a Group Registration/Photos Photographs 38*. A copy of
15 said Certificate is annexed as Exhibit “D.”
16

17
18 145. SPLASH has always been, and is now, the owner of all rights, title and
19 interest in and to *Britney / Hoodie* and the Copyright therein, and said Copyright is
20 valid and subsisting and in full force and effect.
21

22 146. SPLASH, upon information and belief and thereupon alleges that
23 beginning on or about November 29, 2006 and continuing to date, defendants
24 reproduced, distributed, and publicly displayed *Britney / Hoodie* on perezhilton.com.
25

26 147. SPLASH upon information and belief and thereupon alleges that with full
27 knowledge of SPLASH’S rights, defendants infringed SPLASH’S Copyright in
28

1 *Britney / Hoodie* by reproducing, displaying publicly, and distributing *Britney /*
2 *Hoodie* on perezhilton.com and upon information and belief and thereupon alleges by
3 and through other means and methods.
4

5 148. SPLASH upon information and belief and thereupon alleges that the
6 aforementioned reproductions, displays and distributions were for profit and occurred
7 in a large geographical and populous region including within this judicial district.
8

9 149. SPLASH upon information and belief and thereupon alleges that
10 defendants failed to provide a credit to SPLASH or Darren Banks as the Author of
11 *Britney / Hoodie*, or any of the Images comprising *Britney / Hoodie*.
12

13 150. SPLASH sent a cease and desist notice by e-mail to defendants notifying
14 defendants that defendants had no authority or consent to use or to continue to use
15 *Britney / Hoodie*, requesting that the Image be removed from perezhilton.com and
16 seeking an accounting for all usages of *Britney / Hoodie* by defendants.
17
18

19 151. Despite notice to cease and desist and to account for usages, defendants
20 have failed to account for usages and pay a license fee.
21

22 152. The use by defendants of *Britney / Hoodie* has been without the consent
23 of SPLASH.
24

25 153. *Britney / Hoodie* is a valuable copyrighted property in that the
26 photographic work depicts an event that was reported in the press and a subject of
27 significant interest to the public.
28

1 154. SPLASH has zealously and deliberately licensed *Britney / Hoodie* to
2 various media outlets so that SPLASH and its licensees can maximize the public
3 distribution of *Britney / Hoodie* and also to enable SPLASH to profit from its
4 copyright in the work.
5

6 155. SPLASH upon information and belief and thereupon alleges that
7 defendants' acts of infringement were and are deliberate and continuing, and were and
8 are greatly and irreparably damaging to SPLASH and will continue to damage
9 SPLASH unless restrained by this Court.
10

11 156. Defendants' acts constitute willful copyright infringement under the
12 Copyright Laws, 17 U.S.C. §§ 501, *et seq.*
13

14 157. SPLASH is without adequate remedy at law, and is suffering irreparable
15 harm and damage as a result of the acts of defendants in an amount thus far not
16 determined.
17

18
19 **COUNT VI**

20 **COPYRIGHT INFRINGEMENT**

21 **AGAINST DEFENDANTS**

22 158. SPLASH incorporates by reference the allegations contained in
23 Paragraphs "1" through "156" of this Complaint as if fully set forth herein.
24

25 159. On or about February 8, 2007 SPLASH as co-author with Ralph Notaro
26 created an Audio Visual Work, specifically a Videotape entitled *Anna Nicole*
27
28

1 *Removed to Hospital* depicting the celebrated personality being removed from her
2 hotel in Florida on a stretcher, being placed into an ambulance and then being
3 wheeled on the stretcher into the hospital ("*Anna Nicole Ambulance*").
4

5 160. SPLASH is the exclusive licensing agent and distributor of *Anna Nicole*
6 *Ambulance* pursuant to agreement with Ralph Notaro ("Notaro").
7

8 161. SPLASH distributes *Anna Nicole Ambulance* to potential licensees of the
9 work to allow the respective licensees to select particular portions, frames or the entire
10 Audio Visual Work, whatever is most suitable for the respective licensees' purposes
11 and for licensing and subsequent publication in their respective newspapers,
12 magazines and other journals, television shows, Internet news sites, Internet blogs and
13 other media for publication to the public.
14
15

16 162. *Anna Nicole Ambulance* is wholly original unto SPLASH as co-author
17 with Notaro and is copyrightable subject matter under the Copyright Laws.
18

19 163. SPLASH has complied in all respects with the Copyright Laws to secure
20 the exclusive rights and privileges in and to the Copyright in the Photographic Work.
21

22 164. SPLASH has applied to The Register of Copyrights for a duly issued
23 Certificate of Copyright Registration for *Anna Nicole Ambulance*. A copy of said
24 Thomson CompuMark order for applying for registration to the U.S. Copyright Office
25 Receipt is annexed as Exhibit "E".
26

27 165. SPLASH has always been, and is now, the co-owner with Notaro of all
28

1 rights, title and interest in and to *Anna Nicole Ambulance* and the Copyright therein,
2 and said Copyright is valid and subsisting and in full force and effect.

3
4 166. SPLASH upon information and belief and thereupon alleges that
5 beginning on or about February 8, 2007 and continuing to date, defendants
6 reproduced, distributed, and publicly displayed *Anna Nicole Ambulance* on
7
8 perezhilton.com.

9 167. SPLASH upon information and belief and thereupon alleges that with full
10 knowledge of SPLASH'S rights, defendants infringed SPLASH's and Notaro's
11 Copyright in *Anna Nicole Ambulance*, by reproducing, displaying publicly, and
12 distributing *Anna Nicole Ambulance* on perezhilton.com and upon information and
13
14 belief and thereupon alleges by and through other means and methods.

15
16 168. SPLASH upon information and belief and thereupon alleges that the
17
18 aforementioned reproductions, displays and distributions were for profit and occurred
19 in a large geographical and populous region including within this judicial district.

20
21 169. SPLASH upon information and belief and thereupon alleges that
22 defendants failed to provide a credit to SPLASH or Ralph Notaro as the Author of
23
24 *Anna Nicole Ambulance*.

25 170. SPLASH sent a cease and desist notice by e-mail to defendants and by
26
27 letter from SPLASH's legal counsel to Lavandeira's legal counsel notifying
28 defendants that defendants had no authority or consent to use or to continue to use

1 *Anna Nicole Ambulance*, requesting that *Anna Nicole Ambulance* be removed from
2 perezhilton.com and seeking an accounting for all usages of *Anna Nicole Ambulance*
3 by defendants.
4

5 171. Despite notice to cease and desist and to account for usages, defendants
6 have failed to account for usages and pay a license fee.
7

8 172. The use by defendants of *Anna Nicole Ambulance* has been without the
9 consent of SPLASH.
10

11 173. *Anna Nicole Ambulance* is a valuable copyrighted property in that the
12 Audio Visual Work and depicts the last living moments of a well-known celebrity,
13 former Playboy Playmate of the Year and television star who has been reported on in
14 the press and who was, and remains, a subject of significant interest to the public,
15 particularly with respect to the last years of her life and for some time thereafter.
16
17

18 174. SPLASH has zealously and deliberately licensed *Anna Nicole Ambulance*
19 to various media outlets so that SPLASH and its licensees can maximize the public
20 distribution of *Anna Nicole Ambulance* and also to enable SPLASH and Notaro to
21 profit from their copyrighted work.
22

23 175. SPLASH upon information and belief and thereupon alleges that
24 defendants' acts of infringement were and are deliberate and continuing, and were and
25 are greatly and irreparably damaging to plaintiff and will continue to damage
26 SPLASH and Notaro unless restrained by this Court.
27
28

1 176. Defendants' acts constitute willful copyright infringement under the
2 Copyright Laws, 17 U.S.C. §§ 501, *et seq.*

3 177. SPLASH is without adequate remedy at law, and is suffering irreparable
4 harm and damage as a result of the acts of defendants in an amount thus far not
5 determined.
6

7
8 **COUNT VII**

9 **COPYRIGHT INFRINGEMENT**

10 **AGAINST DEFENDANTS**

11
12 178. BAUER-GRIFFIN incorporates by reference the allegations contained in
13 Paragraphs "1" through "177" of this Complaint as if fully set forth herein.
14

15 179. On or about November 26 to December 28, 2006 BAUER-GRIFFIN, as
16 employer of Ivan Mast created a collection of photographs entitled *Britney Spears and*
17 *Jessica Simpson in LA, CA from November 26, to December 28, 2006 a/k/a Group*
18 *Registration/Photos; 9-photographs* comprised of 9 photographs (collectively,
19 "*Britney & Jessica*") depicting the pop singer Britney Spears and the television and
20 motion picture star Jessica Simpson.
21
22

23 180. BAUER-GRIFFIN distributes *Britney & Jessica* as a collection in order
24 to permit licensees of the work to select the particular photograph or photographs that
25 are most suitable for the respective licensees' purposes and for licensing and
26 subsequent publication in their respective newspapers, magazines and other journals,
27
28

1 television shows, Internet news sites, Internet blogs and other media for publication to
2 the public.

3
4 181. *Britney & Jessica* is wholly original unto BAUER-GRIFFIN and is
5 copyrightable subject matter under the Copyright Laws.

6
7 182. BAUER-GRIFFIN has complied in all respects with the Copyright Laws
8 and has secured the exclusive rights and privileges in and to the Copyright in the
9 photographic work.

10
11 183. The Register of Copyrights has duly issued BAUER-GRIFFIN a
12 Certificate of Copyright Registration for *Britney & Jessica*, namely Registration No.
13 VA 1-394-263, effective January 22, 2007. A copy of said Certificate is annexed as
14 Exhibit "F."

15
16 184. BAUER-GRIFFIN has always been, and is now, the owner of all rights,
17 title and interest in and to *Britney & Jessica* and the Copyright therein, and said
18 Copyright is valid and subsisting and in full force and effect.

19
20 185. BAUER-GRIFFIN upon information and belief and thereupon alleges
21 that beginning on or about November 26, 2006 and continuing to date, defendants
22 reproduced, distributed, and publicly displayed *Britney & Jessica* on perezhilton.com.
23

24
25 186. BAUER-GRIFFIN upon information and belief and thereupon alleges
26 that with full knowledge of BAUER-GRIFFIN'S rights, defendants infringed
27 BAUER-GRIFFIN'S Copyright in the photographic work by reproducing, displaying
28

1 publicly, and distributing *Britney & Jessica* on perezhilton.com and upon information
2 and belief and thereupon alleges by and through other means and methods.

3
4 187. BAUER-GRIFFIN upon information and belief and thereupon alleges
5 that the aforementioned reproductions, displays and distributions were for profit and
6 occurred in a large geographical and populous region including within this judicial
7 district.
8

9 188. BAUER-GRIFFIN upon information and belief and thereupon alleges
10 that defendants failed to provide a credit to BAUER-GRIFFIN or Ivan Mast as the
11 Author of *Britney & Jessica*, or any of the Images comprising *Britney & Jessica*.
12

13 189. BAUER-GRIFFIN sent a cease and desist notice by e-mail to defendants
14 notifying defendants that defendants had no authority or consent to use or to continue
15 to use *Britney & Jessica*, requesting that *Britney & Jessica* be removed from
16 perezhilton.com and seeking an accounting for all usages of *Britney & Jessica* by
17 defendants.
18

19
20 190. Despite notice to cease and desist and to account for usages, defendants
21 have failed to account for usages and pay a license fee.
22

23 191. The use by defendants of *Britney & Jessica* has been without the consent
24 of BAUER-GRIFFIN.
25

26 192. *Britney & Jessica* is a valuable copyrighted property in that the
27 photographic work depicts events that were reported in the press and subjects of
28

1 significant interest to the public.

2 193. BAUER-GRIFFIN has zealously and deliberately licensed *Britney &*
3 *Jessica* to various media outlets so that BAUER-GRIFFIN and its licensees can
4 maximize the public distribution of *Britney & Jessica* and also to enable BAUER-
5 GRIFFIN to profit from its copyright in the work.
6

7
8 194. BAUER-GRIFFIN upon information and belief and thereupon alleges
9 that defendants' acts of infringement were and are deliberate and continuing, and were
10 and are greatly and irreparably damaging to BAUER-GRIFFIN and will continue to
11 damage BAUER-GRIFFIN unless restrained by this Court.
12

13 195. Defendants' acts constitute willful copyright infringement under the
14 Copyright Laws, 17 U.S.C. §§ 501, *et seq.*
15

16 196. BAUER-GRIFFIN is without adequate remedy at law, and is suffering
17 irreparable harm and damage as a result of the acts of defendants in an amount thus far
18 not determined.
19

20 **COUNT VIII**

21 **COPYRIGHT INFRINGEMENT**

22 **AGAINST DEFENDANTS**

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24
25 197. FLYNET PICTURES incorporates by reference the allegations contained
26 in Paragraphs "1" through "196" of this Complaint as if fully set forth herein.
27

28 198. On or about February 26, 2007 through March 13, 2007 FLYNET

1 PICTURES created a collection of photographs entitled *Tyra Eats at Katsuya in*
2 *Brentwood and 12 Other Collections of Photographs* to be registered as a Group
3 Registration of Photographs (collectively the "*Flynet Collections*"). The Flynet
4 Collections include the following collections of photographs:
5

- 6 - *Tyra Eats at Katsuya in Brentwood*;
- 7
- 8 - *Gwen Stefani and Gavin Rossdale on vacation in Palm Desert*;
- 9
- 10 - *Whitney Houston out to Dinner with Ray J*;
- 11
- 12 - *Gwynneth Paltrow Channels Rapunzel*;
- 13
- 14 - *Tori Spelling and Dean McDermott Celebrate the Opening of Their*
15 *New "Bed and Breakfast"*;
- 16
- 17 - *Jen Garner and Violet Bundle Up for Vancouver Snow*;
- 18
- 19 - *Jennifer Garner and Violet in Vancouver*;
- 20
- 21 - *Katie Holmes at a Meeting in Beverly Hills*;
- 22
- 23 - *Kirsten Dunst Fun in the Sun in Maui*;
- 24
- 25 - *Demi Moore Has Lunch at the Ivy*;
- 26
- 27 - *Mandy Moore Loves LA!*;
- 28
- *Tom Cruise and Katie Holmes with Little Suri Out*;
- *Ashley Olsen Gets Some Flowers*.

199. FLYNET PICTURES distributes the *Flynet Collections* as collections of
photographs in order to permit licensees of the works to select the particular

1 photograph or photographs that are most suitable for the respective licensees'
2 purposes and their licensing and subsequent publication in their respective
3 newspapers, magazines and other journals, television shows, Internet news sites,
4 Internet blogs and other media for publication to the public.
5

6 200. The *Flynet Collections* are wholly original unto FLYNET PICTURES
7 and are copyrightable subject matter under the Copyright Laws.
8

9 201. FLYNET PICTURES has complied in all respects with the Copyright
10 Laws to secure the exclusive rights and privileges in and to the Copyright in the
11 *Flynet Collections*.
12

13 202. FLYNET PICTURES has applied to The Register of Copyrights for a
14 duly issued Certificate of Copyright Registration for the *Flynet Collections*. A copy of
15 said Thomson CompuMark Special Handling Receipt for Form VA, and the U.S.
16 Copyright Office Receipt for same are annexed as Exhibits "G" and "H".
17
18

19 203. FLYNET PICTURES has always been, and is now, the owner of all
20 rights, title and interest in and to the *Flynet Collections* and the Copyright therein, and
21 said Copyright is valid and subsisting and in full force and effect.
22

23 204. FLYNET PICTURES upon information and belief and thereupon alleges
24 that beginning or about February 26, 2007 and continuing to date, defendants
25 reproduced, distributed, and publicly displayed the *Flynet Collections* on
26 perezhilton.com.
27
28

1 205. FLYNET PICTURES upon information and belief and thereupon alleges
2 that with full knowledge of FLYNET PICTURES' rights, defendants infringed
3 FLYNET PICTURES' Copyright in the *Flynet Collections*, by reproducing,
4 displaying publicly, and distributing the *Flynet Collections* on perezhilton.com and
5 upon information and belief and thereupon alleges by and through other means and
6 methods.
7

8
9 206. FLYNET PICTURES upon information and belief and thereupon alleges
10 that the aforementioned reproductions, displays and distributions were for profit and
11 occurred in a large geographical and populous region including within this judicial
12 district.
13

14
15 207. FLYNET PICTURES upon information and belief and thereupon alleges
16 that defendants failed to provide a credit to FLYNET PICTURES as the Author of the
17 *Flynet Collections*, or any of the Images comprising the *Flynet Collections*.
18

19 208. FLYNET PICTURES sent a cease and desist notice by e-mail to
20 defendants notifying defendants that defendants had no authority or consent to use or
21 to continue to use the *Flynet Collections*, requesting that the *Flynet Collections* and
22 each Image thereof be removed from perezhilton.com and seeking an accounting for
23 all usages of the *Flynet Collections* by defendants.
24

25
26 209. Despite notice to cease and desist and to account for usages, defendants
27 have failed to account for usages and pay a license fee.
28

1 210. The use by defendants of the *Flynet Collections* has been without the
2 consent of FLYNET PICTURES.

3 211. The *Flynet Collections* are a valuable copyrighted property in that the
4
5 *Flynet Collections* depict well-known artists and performers who have been reported
6 on in the press and who are a subject of significant interest to the public.

7 212. FLYNET PICTURES has zealously and deliberately licensed the *Flynet*
8
9 *Collections* to various media outlets so that FLYNET PICTURES and its licensees can
10 maximize the public distribution of the *Flynet Collections* and also to enable
11 FLYNET PICTURES to profit from its copyright in the works.

12 213. FLYNET PICTURES upon information and belief and thereupon alleges
13
14 that defendants' acts of infringement were and are deliberate and continuing, and were
15 and are greatly and irreparably damaging to FLYNET PICTURES and will continue to
16 damage FLYNET PICTURES unless restrained by this Court.

17 214. Defendants' acts constitute willful copyright infringement under the
18
19 Copyright Laws, 17 U.S.C. §§ 501, *et seq.*

20 215. FLYNET PICTURES is without adequate remedy at law, and is suffering
21
22 irreparable harm and damage as a result of the acts of defendants in an amount thus far
23 not determined.
24
25
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1 219. The *INF 629 Collections* are wholly original unto INF and are
2 copyrightable subject matter under the Copyright Laws.

3 220. INF has complied in all respects with the Copyright Laws and has
4 secured the exclusive rights and privileges in and to the Copyright in the *INF 629*
5 *Collections*.

6 221. The Register of Copyrights has duly issued INF a Certificate of
7 Copyright Registration for the *INF 629 Collections*, namely Registration No.
8 VA 1-395-629, effective March 19, 2007. A copy of said Certificate is annexed as
9 Exhibit "I".

10 222. INF has always been, and is now, the owner of all rights, title and interest
11 in and to the *INF 629 Collections* and the Copyright therein, and said Copyright is
12 valid and subsisting and in full force and effect.

13 223. INF upon information and belief and thereupon alleges that beginning on
14 or about April 2006 and continuing to date, defendants reproduced, distributed, and
15 publicly displayed the *INF 629 Collections* on perezhilton.com.

16 224. INF upon information and belief and thereupon alleges that with full
17 knowledge of INF's rights, defendants infringed INF's Copyright in the *INF 629*
18 *Collections*, Copyright Registration No. VA 1-395-629, by reproducing, displaying
19 publicly, and distributing the *INF 629 Collections* on perezhilton.com and upon
20 information and belief and thereupon alleges by and through other means and
21

1 methods.

2 225. INF upon information and belief and thereupon alleges that the
3 aforementioned reproductions, displays and distributions were for profit and occurred
4 in a large geographical and populous region including within this judicial district.
5

6 226. INF upon information and belief and thereupon alleges that defendants
7 failed to provide a credit to INF or Ryan Turgeon as the Author of the *INF 629*
8 *Collections* or any of the Images comprising the *INF 629 Collections*.
9

10 227. INF sent a cease and desist notice by e-mail to defendants notifying
11 defendants that defendants had no authority or consent to use or to continue to use the
12 *INF 629 Collections*, requesting that the *INF 629 Collections* be removed from
13 *perezhilton.com* and seeking an accounting for all usages of the *INF 629 Collections*
14 by defendants.
15

16 228. Despite notice to cease and desist and to account for usages, defendants
17 have failed to account for usages and pay a license fee.
18

19 229. The use by defendants of the *INF 629 Collections* has been without the
20 consent of INF.
21

22 230. The *INF 629 Collections* are a valuable copyrighted property in that the
23 photographic work depicts well-known artists and performers who have been reported
24 in the press and who are a subject of significant interest to the public.
25

26 231. INF has zealously and deliberately licensed the *INF 629 Collections* to
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1 various media outlets so that INF and its licensees can maximize the public
2 distribution of the *INF 629 Collections* and also to enable INF to profit from the
3 copyright in the works.
4

5 232. INF upon information and belief and thereupon alleges that defendants'
6 acts of infringement were and are deliberate and continuing, and were and are greatly
7 and irreparably damaging to INF and will continue to damage INF unless restrained
8 by this Court.
9

10 233. Defendants' acts constitute willful copyright infringement under the
11 Copyright Laws, 17 U.S.C. §§ 501, *et seq.*
12

13 234. INF is without adequate remedy at law, and is suffering irreparable harm
14 and damage as a result of the acts of defendants in an amount thus far not determined.
15

16 **COUNT X**

17 **COPYRIGHT INFRINGEMENT**

18 **AGAINST DEFENDANTS**

19 235. INF incorporates by reference the allegations contained in Paragraphs "1"
20 through "234" of this Complaint as if fully set forth herein.
21

22 236. On or about April to November 2006 INF as employer of Lisa Mauceri
23 created certain Photographs entitled *Agency Photographs from 2006 a/k/a Group*
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1 *Registration / Photos 10 Photographs* comprised of 10 Photographs as follows:

2 - *Nicole Richie and DJ AM, a Collection of 5 Photographs;*

3 - *Scarlett Johansen;*

4 - *Sienna Miller;*

5 - *Angelina, Brad, Zahara, Maddox*

6 - *Kate Bosworth;*

7 - *Nick Lachey and Vanessa Minillo*

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11 (Collectively the "*INF 630 Collections*").

12 237. INF distributes the *INF 630 Collections* individually and in groups in
13 order to permit licensees of the works to select the particular Photograph or
14 Photographs that are most suitable for the licensees' purposes and for licensing and
15 subsequent publication in their respective newspapers, magazines and other journals,
16 television shows, Internet news sites, Internet blogs and other media for publication to
17 the public.

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20 238. The *INF 630 Collections* are wholly original unto INF and is
21 copyrightable subject matter under the Copyright Laws.

22
23 239. INF has complied in all respects with the Copyright Laws and has
24 secured the exclusive rights and privileges in and to the Copyright in the *INF 630*
25 *Collections*.

26
27 240. The Register of Copyrights has duly issued INF a Certificate of
28

1 Copyright Registration for the *INF 630 Collections*, namely Registration No.
2 VA 1-395-630, effective March 19, 2007. A copy of said Certificate is annexed as
3 Exhibit "J".
4

5 241. INF has always been, and is now, the owner of all rights, title and interest
6 in and to the *INF 630 Collections* and the Copyright therein, and said Copyright is
7
8 valid and subsisting and in full force and effect.

9 242. INF upon information and belief and thereupon alleges that beginning on
10 or about April 2006 and continuing to date, defendants reproduced, distributed, and
11
12 publicly displayed the *INF 630 Collections* on perezhilton.com.

13 243. INF upon information and belief and thereupon alleges that with full
14
15 knowledge of INF's rights, defendants infringed INF's Copyright in the *INF 630*
16
17 *Collections*, Copyright Registration No. VA 1-395-630, by reproducing, displaying
18
19 publicly, and distributing the *INF 630 Collections* on perezhilton.com and upon
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21 information and belief and thereupon alleges by and through other means and
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23 methods.

24 244. INF upon information and belief and thereupon alleges that the
25
26 aforementioned reproductions, displays and distributions were for profit and occurred
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28 in a large geographical and populous region including within this judicial district.

29 245. INF upon information and belief and thereupon alleges that defendants
30
31 failed to provide a credit to INF or Lisa Mauceri as the Author of the *INF 630*

1 *Collections.*

2 246. INF sent a cease and desist notice by e-mail to defendants notifying
3 defendants that defendants had no authority or consent to use or to continue to use the
4 *INF 630 Collections*, requesting that the *INF 630 Collections* be removed from
5 perezhilton.com and seeking an accounting for all usages of the *INF 630 Collections*
6
7 by defendants.
8

9 247. Despite notice to cease and desist and to account for usages, defendants
10 have failed to account for usages and pay a license fee.
11

12 248. The use by defendants of the *INF 630 Collections* has been without the
13 consent of INF.
14

15 249. The *INF 630 Collections* are a valuable copyrighted property in that the
16 photographic works depict well-known artists and performers who have been reported
17 in the press and who are a subject of significant interest to the public.
18

19 250. INF has zealously and deliberately licensed the *INF 630 Collections* to
20 various media outlets so that INF and its licensees can maximize the public
21 distribution of the *INF 630 Collections* and also to enable INF to profit from its
22 copyrighted work.
23

24 251. INF upon information and belief and thereupon alleges that defendants'
25 acts of infringement were and are deliberate and continuing, and were and are greatly
26 and irreparably damaging to INF and will continue to damage INF unless restrained
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1 by this Court.

2 252. Defendants' acts constitute willful copyright infringement under the
3 Copyright Laws, 17 U.S.C. §§ 501, *et seq.*
4

5 253. INF is without adequate remedy at law, and is suffering irreparable harm
6 and damage as a result of the acts of defendants in an amount thus far not determined.
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8 **COUNT XI**

9 **COPYRIGHT INFRINGEMENT**

10 **AGAINST DEFENDANTS**

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12 254. LONDON ENTERTAINMENT incorporates by reference the allegations
13 contained in Paragraphs "1" through "253" of this Complaint as if fully set forth
14 herein.
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16 255. In or about January 1, 2006 to October 25, 2006 LONDON
17 ENTERTAINMENT created certain photographs entitled (*Giles Harrison*)
18 *Photographs from Jan. 1, 2006 – Oct. 25, 2006 a/k/a Group Registration/Photos*
19 *Photographs: 124* comprised of 124 Photographs as follows
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- 22 - *Gwen Stefani and Gavin Rossdale with Baby in Griffith Park, a Collection*
23 *of 54 photographs;*
24
25 - *Jessica Biel and Pit Bull at Brentwood C.C., a Collection of 12*
26 *Photographs;*
27
28 - *Madonna Wows Crowd on Opening Night of "Confessions" World Tour in*

1 *Inglewood, Ca., a Collection of 48 Photographs;*

2 - *Alicia Silverstone in West Hollywood, a Collection of 10 Photographs.*

3 (Collectively the "*124 Collection*").

4
5 256. LONDON ENTERTAINMENT distributes the *124 Collection* as a
6 collection in order to permit licensees of the works to select a particular Photograph or
7
8 Photographs that are most suitable for the respective licensees' purposes and their
9 licensing and subsequent publication in their respective newspapers, magazines and
10 other journals, television shows, Internet news sites, Internet blogs and other media
11
12 for publication to the public.

13 257. The *124 Collection* is wholly original unto LONDON
14
15 ENTERTAINMENT and is copyrightable subject matter under the Copyright Laws.

16 258. LONDON ENTERTAINMENT has complied in all respects with the
17
18 Copyright Laws to secure the exclusive rights and privileges in and to the Copyright
19 in the *124 Collection*.

20 259. LONDON ENTERTAINMENT has applied to The Register of
21
22 Copyrights for a duly issued Certificate of Copyright Registration for the *124*
23 *Collection*. A copy of said application is annexed as Exhibit "K".

24
25 260. LONDON ENTERTAINMENT has always been, and is now, the owner
26 of all rights, title and interest in and to the *124 Collection* and the Copyrights therein,
27 and said Copyright is valid and subsisting and in full force and effect.

1 261. LONDON ENTERTAINMENT upon information and belief and
2 thereupon alleges that beginning in or about January 1, 2006 and continuing to date,
3 defendants reproduced, distributed, and publicly displayed the *124 Collection* on
4 perezhilton.com.
5

6 262. LONDON ENTERTAINMENT upon information and belief and
7 thereupon alleges that with full knowledge of LONDON ENTERTAINMENT'S
8 rights, defendants infringed LONDON ENTERTAINMENT' Copyright in the
9 *124 Collection*, by reproducing, displaying publicly, and distributing the
10 *124 Collection* on perezhilton.com and upon information and belief and thereupon
11 alleges by and through other means and methods.
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14 263. LONDON ENTERTAINMENT upon information and belief and
15 thereupon alleges that the aforementioned reproductions, displays and distributions
16 were for profit and occurred in a large geographical and populous region including
17 within this judicial district.
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20 264. LONDON ENTERTAINMENT upon information and belief and
21 thereupon alleges that defendants failed to provide a credit to LONDON
22 ENTERTAINMENT or Giles Harrison as the Author of the *124 Collection*, or any of
23 the Images comprising the *124 Collection*.
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26 265. LONDON ENTERTAINMENT sent a cease and desist notice by e-mail
27 to defendants notifying defendants that defendants had no authority or consent to use
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1 or to continue to use the *124 Collection*, requesting that the *124 Collection* and each
2 Image thereof be removed from perezhilton.com and seeking an accounting for all
3 usages of the *124 Collection* by defendants.
4

5 266. Despite notice to cease and desist and to account for usages, defendants
6 have failed to account for usages and pay a license fee.
7

8 267. The use by defendants of the *124 Collection* has been without the consent
9 of LONDON ENTERTAINMENT.
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11 268. The *124 Collection* are a valuable copyrighted property in that the
12 *124 Collection* depicts well-known artists and performers who have been reported on
13 in the press and who are a subject of significant interest to the public.
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15 269. LONDON ENTERTAINMENT has zealously and deliberately licensed
16 the *124 Collection* to various media outlets so that LONDON ENTERTAINMENT
17 and its licensees can maximize the public distribution of the *124 Collection* and also
18 to enable LONDON ENTERTAINMENT to profit from its copyright in the works.
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20 270. LONDON ENTERTAINMENT upon information and belief and
21 thereupon alleges that defendants' acts of infringement were and are deliberate and
22 continuing, and were and are greatly and irreparably damaging to LONDON
23 ENTERTAINMENT and will continue to damage LONDON ENTERTAINMENT
24 unless restrained by this Court.
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27 271. Defendants' acts constitute willful copyright infringement under the
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1 Copyright Laws, 17 U.S.C. §§ 501, *et seq.*

2 272. LONDON ENTERTAINMENT is without adequate remedy at law, and is
3 suffering irreparable harm and damage as a result of the acts of defendants in an
4 amount thus far not determined.
5

6 **COUNT XII**

7 **COPYRIGHT INFRINGEMENT**

8 **AGAINST DEFENDANTS**

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10 273. LONDON ENTERTAINMENT incorporates by reference the allegations
11 contained in Paragraphs "1" through "272" of this Complaint as if fully set forth
12 herein.
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15 274. In or about October 26, 2006 to December 31, 2006 LONDON
16 ENTERTAINMENT created certain photographs entitled (*Giles Harrison*)
17 *Photographs from Oct. 26, 2006 – Dec. 31, 2006 a/k/a Group registration/Photos*
18 *Photographs: 84* comprised of 84 Photographs as follows
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- 20
- 21 - *Kate Bosworth After Shopping at Barney's in Beverly Hills, a Collection of*
 - 22 *6 photographs;*
 - 23 - *Lindsay Lohan Outside Ivy Restaurant, a Collection of 21 Photographs;*
 - 24
 - 25 - *Victoria "Posh Spice" Beckham House Hunting in Beverly Hills, a*
 - 26 *Collection of 39 Photographs;*
 - 27
 - 28 - *Jessica Alba Turns The Tables While Shopping in Beverly Hills, a Collection*

1 *of 18 Photographs.*

2 (Collectively the “84 Collection”).

3 275. LONDON ENTERTAINMENT distributes the *84 Collection* as a
4 collection in order to permit licensees of the works to select a particular Photograph or
5 Photographs that are most suitable for the respective licensees’ purposes and their
6 licensing and subsequent publication in their respective newspapers, magazines and
7 other journals, television shows, Internet news sites, Internet blogs and other media
8 for publication to the public.

9 276. The *84 Collection* is wholly original unto LONDON
10 ENTERTAINMENT and is copyrightable subject matter under the Copyright Laws.

11 277. LONDON ENTERTAINMENT has complied in all respects with the
12 Copyright Laws to secure the exclusive rights and privileges in and to the Copyright
13 in the *84 Collection*.

14 278. LONDON ENTERTAINMENT has applied to The Register of
15 Copyrights for a duly issued Certificate of Copyright Registration for the *84*
16 *Collection*. A copy of said application is annexed as Exhibit “L”.

17 279. LONDON ENTERTAINMENT has always been, and is now, the owner
18 of all rights, title and interest in and to the *84 Collection* and the Copyrights therein,
19 and said Copyright is valid and subsisting and in full force and effect.

20 280. LONDON ENTERTAINMENT upon information and belief and
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1 thereupon alleges that beginning in or about October 26, 2006 and continuing to date,
2 defendants reproduced, distributed, and publicly displayed the *84 Collection* on
3 perezhilton.com.
4

5 281. LONDON ENTERTAINMENT upon information and belief and
6 thereupon alleges that with full knowledge of LONDON ENTERTAINMENT'S
7 rights, defendants infringed LONDON ENTERTAINMENT' Copyright in the
8 *84 Collection*, by reproducing, displaying publicly, and distributing the *84 Collection*
9 on perezhilton.com and upon information and belief and thereupon alleges by and
10 through other means and methods.
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13 282. LONDON ENTERTAINMENT upon information and belief and
14 thereupon alleges that the aforementioned reproductions, displays and distributions
15 were for profit and occurred in a large geographical and populous region including
16 within this judicial district.
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19 283. LONDON ENTERTAINMENT upon information and belief and
20 thereupon alleges that defendants failed to provide a credit to LONDON
21 ENTERTAINMENT or Giles Harrison as the Author of the *84 Collection*, or any of
22 the Images comprising the *84 Collection*.
23
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25 284. LONDON ENTERTAINMENT sent a cease and desist notice by e-mail
26 to defendants notifying defendants that defendants had no authority or consent to use
27 or to continue to use the *84 Collection*, requesting that the *84 Collection* and each
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1 Image thereof be removed from perezhilton.com and seeking an accounting for all
2 usages of the *84 Collection* by defendants.

3
4 285. Despite notice to cease and desist and to account for usages, defendants
5 have failed to account for usages and pay a license fee.

6 286. The use by defendants of the *84 Collection* has been without the consent
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8 of LONDON ENTERTAINMENT.

9 287. The *84 Collection* is a valuable copyrighted property in that the *84*
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11 *Collection* depicts well-known artists and performers who have been reported on in
12 the press and who are a subject of significant interest to the public.

13 288. LONDON ENTERTAINMENT has zealously and deliberately licensed
14
15 the *84 Collection* to various media outlets so that LONDON ENTERTAINMENT and
16 its licensees can maximize the public distribution of the *84 Collection* and also to
17 enable LONDON ENTERTAINMENT to profit from its copyright in the works.

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19 289. LONDON ENTERTAINMENT upon information and belief and
20 thereupon alleges that defendants' acts of infringement were and are deliberate and
21 continuing, and were and are greatly and irreparably damaging to LONDON
22 ENTERTAINMENT and will continue to damage LONDON ENTERTAINMENT
23 unless restrained by this Court.
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26 290. Defendants' acts constitute willful copyright infringement under the
27 Copyright Laws, 17 U.S.C. §§ 501 et seq.
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1 291. LONDON ENTERTAINMENT is without adequate remedy at law, and is
2 suffering irreparable harm and damage as a result of the acts of defendants in an
3 amount thus far not determined.
4

5 **COUNT XIII**
6 **UNFAIR COMPETITION**
7 **AGAINST DEFENDANTS**
8

9 292. SPLASH incorporates by reference the allegations contained in
10 Paragraphs "1" through "291" of this Complaint as if fully set forth herein.
11

12 293. *Posh* constituted "Hot News," as such term is understood under
13 applicable law, at the time of its creation and distribution to the public through media
14 outlets.
15

16 294. In that defendants did not seek or obtain a license for *Posh*, defendants
17 misappropriated *Posh* to their own purposes without the consent of SPLASH and in
18 disregard of SPLASH's rights and SPLASH's grant of rights to other media outlets
19 who had licensed *Posh* from SPLASH.
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22 295. The acts and conduct of defendants complained of herein constitute
23 unfair competition at common law.
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25 296. SPLASH has been damaged by the acts and conduct of defendants
26 complained of herein.
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COUNT XV

UNFAIR COMPETITION

AGAINST DEFENDANTS

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5 302. SPLASH incorporates by reference the allegations contained in
6 Paragraphs “1” through “301” of this Complaint as if fully set forth herein.
7

8 303. *Sienna and Parents* constituted “Hot News,” as such term is understood
9 under applicable law, at the time of its creation and distribution to the public through
10 media outlets.
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12 304. In that defendants did not seek or obtain a license for *Sienna and*
13 *Parents*, defendants misappropriated *Sienna and Parents* to their own purposes
14 without the consent of SPLASH and in disregard of SPLASH’s rights and SPLASH’s
15 grant of rights to other media outlets who had licensed *Sienna and Parents* from
16 SPLASH.
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19 305. The acts and conduct of defendants complained of herein constitute
20 unfair competition at common law.
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22 306. SPLASH has been damaged by the acts and conduct of defendants
23 complained of herein.
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COUNT XVI

UNFAIR COMPETITION

AGAINST DEFENDANTS

307. SPLASH incorporates by reference the allegations contained in Paragraphs “1” through “306” of this Complaint as if fully set forth herein.

308. *Posh Shopping* constituted “Hot News,” as such term is understood under applicable law, at the time of its creation and distribution to the public through media outlets.

309. In that defendants did not seek or obtain a license for *Posh Shopping*, defendants misappropriated *Posh Shopping* to their own purposes without the consent of SPLASH and in disregard of SPLASH’s rights and SPLASH’s grant of rights to other media outlets who had licensed *Posh Shopping* from SPLASH.

310. The acts and conduct of defendants complained of herein constitute unfair competition at common law.

311. SPLASH has been damaged by the acts and conduct of defendants complained of herein.

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COUNT XVII

UNFAIR COMPETITION

AGAINST DEFENDANTS

312. SPLASH incorporates by reference the allegations contained in Paragraphs “1” through “311” of this Complaint as if fully set forth herein.

313. *Britney / Hoodie* constituted “Hot News,” as such term is understood under applicable law, at the time of its creation and distribution to the public through media outlets.

314. In that defendants did not seek or obtain a license for *Britney / Hoodie*, defendants misappropriated *Britney / Hoodie* to their own purposes without the consent of SPLASH and in disregard of SPLASH’s rights and SPLASH’s grant of rights to other media outlets who had licensed *Britney / Hoodie* from SPLASH.

315. The acts and conduct of defendants complained of herein constitute unfair competition at common law.

316. SPLASH has been damaged by the acts and conduct of defendants complained of herein.

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COUNT XVIII

UNFAIR COMPETITION

AGAINST DEFENDANTS

317. SPLASH incorporates by reference the allegations contained in Paragraphs "1" through "316" of this Complaint as if fully set forth herein.

318. *Anna Nicole Ambulance* constituted "Hot News," as such term is understood under applicable law, at the time of its creation and distribution to the public through media outlets.

319. In that defendants did not seek or obtain a license for *Anna Nicole Ambulance* defendants misappropriated *Anna Nicole Ambulance* to their own purposes without the consent of SPLASH and in disregard of SPLASH's rights and SPLASH's grant of rights to other media outlets who had licensed *Anna Nicole Ambulance*.

320. The acts and conduct of defendants complained of herein constitute unfair competition at common law.

321. SPLASH has been damaged by the acts and conduct of defendants complained of herein.

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COUNT XIX

UNFAIR COMPETITION

AGAINST DEFENDANTS

322. BAUER-GRIFFIN incorporates by reference the allegations contained in Paragraphs "1" through "321" of this Complaint as if fully set forth herein.

323. *Britney & Jessica* constituted "Hot News," as such term is understood under applicable law, at the time of its creation and distribution to the public through media outlets.

324. In that defendants did not seek or obtain a license for *Britney & Jessica*, defendants misappropriated *Britney & Jessica* to their own purposes without the consent of BAUER-GRIFFIN and in disregard of BAUER-GRIFFIN'S rights and BAUER-GRIFFIN'S grant of rights to other media outlets who had licensed *Britney & Jessica* from BAUER-GRIFFIN.

325. The acts and conduct of defendants complained of herein constitute unfair competition at common law.

326. BAUER-GRIFFIN has been damaged by the acts and conduct of defendants complained of herein.

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COUNT XX

UNFAIR COMPETITION

AGAINST DEFENDANTS

327. FLYNET PICTURES incorporates by reference the allegations contained in Paragraphs "1" through "326" of this Complaint as if fully set forth herein.

328. The *Flynet Collections* constituted constitute "Hot News," as such term is understood under applicable law, at the time of their creation and distribution to the public through media outlets.

329. In that defendants did not seek or obtain a license for the *Flynet Collections* defendants misappropriated the *Flynet Collections* to their own purposes without the consent of FLYNET PICTURES and in disregard of FLYNET PICTURES' grant of rights to other media outlets who had licensed the *Flynet Collections* from FLYNET PICTURES.

330. The acts and conduct of defendants complained of herein constitute unfair competition at common law.

331. FLYNET PICTURES has been damaged by the acts and conduct of defendants complained of herein.

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COUNT XXI

UNFAIR COMPETITION

AGAINST DEFENDANTS

332. INF incorporates by reference the allegations contained in Paragraphs “1” through “331” of this Complaint as if fully set forth herein.

333. The *INF 629 Collections* constitutes “Hot News,” as such term is understood under applicable law, at the time of its creation and distribution to the public through media outlets.

334. In that defendants did not seek or obtain a license for the *INF 629 Collections* defendants misappropriated the *INF 629 Collections* to their own purposes without the consent of INF and in disregard of INF’s rights and INF’s grant of rights to other media outlets who had licensed the *INF 629 Collections* from INF.

335. The acts and conduct of defendants complained of herein constitute unfair competition at common law.

336. INF has been damaged by the acts and conduct of defendants complained of herein.

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COUNT XXII

UNFAIR COMPETITION

AGAINST DEFENDANTS

337. INF incorporates by reference the allegations contained in Paragraphs “1” through “336” of this Complaint as if fully set forth herein.

338. The *INF 630 Collections* constitutes “Hot News” as such term is understood under applicable law, at the time of its creation and distribution to the public through media outlets.

339. In that defendants did not seek or obtain a license for the *INF 630 Collections* defendants misappropriated the *INF 630 Collections* to their own purposes without the consent of INF and in disregard of INF’s rights and INF’s grant of rights to other media outlets who had licensed the *INF 630 Collections* from INF.

340. The acts and conduct of defendants complained of herein constitute unfair competition at common law.

341. INF has been damaged by the acts and conduct of defendants complained of herein.

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COUNT XXIII

UNFAIR COMPETITION

AGAINST DEFENDANTS

342. LONDON ENTERTAINMENT incorporates by reference the allegations contained in Paragraphs "1" through "341" of this Complaint as if fully set forth herein.

343. The *124 Collection* constituted constitute "Hot News", as such term is understood under applicable law, at the time of their creation and distribution to the public through media outlets.

344. In that defendants did not seek or obtain a license for the *124 Collection* defendants misappropriated the *124 Collection* to their own purposes without the consent of LONDON ENTERTAINMENT and in disregard of LONDON ENTERTAINMENT'S grant of rights to other media outlets who had licensed the *124 Collection* from LONDON ENTERTAINMENT.

345. The acts and conduct of defendants complained of herein constitute unfair competition at common law.

346. LONDON ENTERTAINMENT has been damaged by the acts and conduct of defendants complained of herein.

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COUNT XXIV

UNFAIR COMPETITION

AGAINST DEFENDANTS

347. LONDON ENTERTAINMENT incorporates by reference the allegations contained in Paragraphs “1” through “346” of this Complaint as if fully set forth herein.

348. The *84 Collection* constituted constitute “Hot News” as such term is understood under applicable law, at the time of their creation and distribution to the public through media outlets.

349. In that defendants did not seek or obtain a license for the *84 Collection* defendants misappropriated the *84 Collection* to their own purposes without the consent of LONDON ENTERTAINMENT and in disregard of LONDON ENTERTAINMENT’S grant of rights to other media outlets who had licensed the *84 Collection* from LONDON ENTERTAINMENT.

350. The acts and conduct of defendants complained of herein constitute unfair competition at common law.

351. LONDON ENTERTAINMENT has been damaged by the acts and conduct of defendants complained of herein.

COUNT XXV

CIVIL CONSPIRACY

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3
4 352. Plaintiffs incorporate the allegations set forth in paragraphs "1" through
5 "351" of this Complaint as if fully set forth herein.

6 353. Plaintiffs are informed and believe, and thereupon allege, that the
7
8 defendants have jointly engaged and conspired to engage in the unlawful
9 reproduction, copying, public display and distribution into commerce of plaintiffs'
10 work, thereby infringing upon and damaging plaintiffs' lawful and exclusive use of
11 their respective names and registered copyrights, hot news and materials and unfairly
12 competing with plaintiffs.
13

14
15 354. Plaintiffs further aver that the defendants have so conspired with the full
16 knowledge that the full effect of their unlawful and wrongful acts was to confuse,
17 deceive and mislead the general and consuming public as to the origin and source of
18 such photographic work.
19

20
21 355. Plaintiffs are informed and believe, and thereupon allege, that the
22 defendants have acted in concert and with common intent and purpose, for both
23 personal and corporate gain, to cause such distribution into commerce, and thereby to
24 cause such damage and interference.
25

26 356. Plaintiffs are informed and believe, and thereupon allege, that the
27 defendants are continuing to conspire with the aforesaid intent, purpose and
28

1 knowledge.

2 357. Plaintiffs further aver that the defendants propose to continue to so
3
4 conspire hereafter unless enjoined and restrained by this Court.

5 358. The defendants have committed acts in furtherance of the conspiracy.

6 359. Unless the defendants are restrained and enjoined by this Court, plaintiffs
7
8 and the general and consuming public will continue to sustain substantial, irreversible
9
10 and incalculable injuries and damages in excess of seventy-five thousand dollars
11 (\$75,000.00). There is no adequate remedy at law to redress such injuries and
12 damages. In addition, plaintiffs have suffered and will continue to suffer monetary
13 damages.

14
15 **WHEREFORE**, plaintiffs pray for relief as follows:

16 **ON COUNTS ONE THROUGH AND INCLUDING TWELVE:**

17
18 1. That the Court find that defendants infringed plaintiffs' copyrights in
19 each of the Images comprising Exhibits "A" through "L" attached hereto.

20
21 2. That the defendants, their officers, agents, servants, employees,
22 representatives, and attorneys, and all persons in active concert or participation with
23 them, be permanently enjoined from copying, reproducing, manufacturing,
24 promoting, advertising, distributing, or selling, or any other form of dealing or
25 transaction in, any design, work or mark which simulates and infringes upon
26 plaintiffs' respective copyrights, or name, from falsely designating the origin of any
27
28

1 work or other article, and from conspiring amongst themselves or with any other
2 person or entity to further such activities.

3
4 3. That judgment be entered for plaintiffs against defendants for plaintiffs'
5 actual damages according to proof, and for any profits attributable to infringements of
6 plaintiffs respective copyrights according to proof.

7
8 4. That plaintiffs be awarded statutory damages of One Hundred Fifty
9 Thousand Dollars (\$150,000.00) for each of defendants' separate infringements of
10 plaintiffs' copyrights pursuant to the copyright act of 17 U.S.C. §§101, *et seq.*

11
12 5. An accounting be made for all profits, income, receipts, gains and
13 advantages derived by the defendants from their acts of infringement and for their
14 other violations of law

15
16 6. That all gains, profits and advantages derived by defendants from their
17 acts of infringement and other violations of law be deemed to be held in constructive
18 trust for the benefit of plaintiffs.

19
20 7. That plaintiffs have judgment against defendants for plaintiffs for costs
21 and attorneys fees pursuant to 17 U.S.C. Section 505.

22
23 8. The Court grant such other, further, and different relief as the Court
24 deems proper under the circumstances.
25
26
27
28

1 ON COUNTS THIRTEEN THROUGH AND INCLUDING TWENTY-FIVE:

2 1. That the defendants, their officers, agents, servants, employees,
3 representatives, and attorneys, and all persons in active concert or participation with
4 them, be permanently enjoined from copying, reproducing, manufacturing,
5 promoting, advertising, distributing, or selling, or any other form of dealing or
6 transaction in, any Images that simulate or infringes upon plaintiffs' Images, or name,
7 or from falsely designating the origin of any work or other article, and from
8 conspiring amongst themselves or with any other person or entity to further such
9 activities.
10

11
12
13 2. That judgment be entered for plaintiffs against defendants for the
14 damages plaintiffs have sustained in consequence of defendants conduct according to
15 proof, and for any profits attributable to defendants as a consequence of defendants'
16 conduct according to proof.
17

18
19 3. That defendants be held liable to plaintiffs for compensatory damages for
20 all actual losses or injuries, trebled in accordance with the Common Law as punitive
21 damages, including reasonable attorneys' fees and costs, caused by the defendants'
22 intentional and willful conduct including but not limited to their infringement of
23 plaintiffs' Images and the misappropriation or false designation of the origin of the
24 photographic works.
25
26
27
28

1 4. That the defendants be held to have committed unfair, unlawful and
2 fraudulent business practices in violation of the Common Law.

3
4 5. That the defendants pay to plaintiffs exemplary and punitive damages for
5 their intentional and willful conduct and unfair competition.

6 6. That plaintiffs be awarded their attorneys fees, with interest and costs.

7
8 7. That plaintiffs be awarded such other and further relief as this Court
9 deems just and appropriate.

10
11 DATED: April 19, 2007

12
13 **KAUFMAN ENTERTAINMENT LAW GROUP PC**

14
15 By:  _____

16 Peter L. Kaufman

17
18 And

19 **LAW OFFICES OF NICHOLAS A. PENKOVSKY, PC**

20 Nicholas A. Penkovsky Pro Hac Vice admission pending.

21
22
23 Attorneys for Plaintiffs
24 Splash News & Picture Agency, Inc., Bauer-Griffin, LLC, Flynet
25 Pictures, LLC, Insight News & Features, Inc. and
26 London Entertainment, Inc.


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DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b) and Local Rule 38-1,
plaintiffs demand a jury trial.

DATED: April 19, 2007 Respectfully submitted,

KAUFMAN ENTERTAINMENT LAW GROUP PC

By:  _____

Peter L. Kaufman

And

LAW OFFICES OF NICHOLAS A. PENKOVSKY, PC

Nicholas A. Penkovsky Pro Hac Vice admission pending.

Attorneys for Plaintiffs
Splash News & Picture Agency, Inc., Bauer-Griffin, LLC,
Flynet Pictures, LLC, Insight News & Features, Inc. and
London Entertainment, Inc.



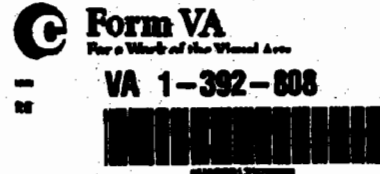
Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America



EFFECTIVE DATE OF REGISTRATION

FEB 05 2007

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

Title of This Work ▼

NATURE OF THIS WORK ▼ See Instructions

Splash News Photographs from Oct. 26, 2006 - Dec. 31, 2006

Photographs

Previous or Alternative Titles ▼

Group Registration/Photos Photographs: 37

Publication as a Contribution: If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

N/A

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

2

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

a SNPA Inc, Employer for hire of Photographer: AARON ST. CLAIR

N/A

Was this contribution to the work a "work made for hire"?

Yes
 No

Author's Nationality or Domicile
Name of Country

OR { Citizen of Great Britain
Domiciled in _____

Was This Author's Contribution to the Work

Anonymous? Yes No
Pseudonymous? Yes No

If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). See Instructions

3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

Name of Author ▼

Dates of Birth and Death
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

Yes
 No

Author's Nationality or Domicile
Name of Country

OR { Citizen of _____
Domiciled in _____

Was This Author's Contribution to the Work

Anonymous? Yes No
Pseudonymous? Yes No

If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). See Instructions

3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

3

a Year in Which Creation of This Work Was Completed

2006

This information must be given in all cases.

b Date and Nation of First Publication of This Particular Work

Complete this information ONLY if this work has been published.

Month Day Year

11/13/06 - 12/08/06 USA

Nation

4

See Instructions before completing this space.

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Splash News and Picture Agency Inc, 333 Washington Blvd. #508, Marina Del Rey, CA. 90292

Transfer: If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED

FEB 05 2007

ONE REPORT RECEIVED

FEB 05 2007

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

DO NOT WRITE HERE OFFICE USE ONLY

-77-

MORE ON BACK ►

• Complete all applicable spaces (numbers 5-9) on the reverse side of this form.
• See detailed instructions. • Sign the form at line 8.

EXHIBIT "A" TO COMPLAIN DO NOT WRITE HERE

Page 1 of 2 pages

EXAMINED BY *JS*

FORM VA

CHECKED BY

CORRESPONDENCE
Yes

FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼

a. This is the first published edition of a work previously registered in unpublished form.

b. This is the first application submitted by this author as copyright claimant.

c. This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material. Identify any preexisting work or works that this work is based on or incorporates. ▼

6

a

See instructions
before completing
this space.

b. Material Added to This Work. Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼

Account Number ▼

7

a

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip ▼

b

Gary Morgan, Splash News, 333 Washington Blvd #508 Marina Del Rey, CA. 90292

Area code and daytime telephone number (310) 962-3926

Fax number ()

Email gmorgan@splashnews.com

CERTIFICATION I, the undersigned, hereby certify that I am the

check only one ► author
 other copyright claimant
 owner of exclusive right(s)
 authorized agent of _____

8

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Handwritten signature (X) ▼

Date 1/12/07

X

Certificate
will be
mailed in
window
envelope
to this
address:

Name ▼	Gary Morgan / Splash News
Number/Street/Apt ▼	333 Washington Blvd. #508
City/State/ZIP ▼	Marina Del Rey, CA 90292

NO FEE
• Complete all necessary spaces
• Sign your application in space 8

SENDAL TO THE SAFETY PACKAGE

1. Application form
2. Nonrefundable filing fee in check or money order payable to Registrar of Copyrights
3. Deposit material

MAIL TO
Library of Congress
Copyright Office
101 Independence Avenue SE
Washington, DC 20559-8000

9



Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America



Form VA
For a Work of the Visual Arts

REGIST

VA 1-392-810



EFFECTIVE DATE OF REGISTRATION

FEB 05 2007

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

Title of This Work ▼

NATURE OF THIS WORK ▼ See Instructions

Splash News Photographs from Oct. 26, 2006-Dec. 31, 2006

Photographs

Previous or Alternative Titles ▼

Group Registration/Photos Photographs: 34

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

N/A

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

2

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

a SNPA Inc, Employer for hire of Photographer: BRETT KAFFEE

N/A

Was this contribution to the work a "work made for hire"?

Author's Nationality or Domicile
Name of Country

Was This Author's Contribution to the Work

Yes
 No

OR {
Citizen of USA
Domiciled in _____

Anonymous? Yes No
Pseudonymous? Yes No
If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). See Instructions

- | | | |
|--|--|---|
| <input type="checkbox"/> 3-Dimensional sculpture | <input type="checkbox"/> Map | <input type="checkbox"/> Technical drawing |
| <input type="checkbox"/> 2-Dimensional artwork | <input checked="" type="checkbox"/> Photograph | <input type="checkbox"/> Text |
| <input type="checkbox"/> Reproduction of work of art | <input type="checkbox"/> Jewelry design | <input type="checkbox"/> Architectural work |

Name of Author ▼

Dates of Birth and Death
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

Author's Nationality or Domicile
Name of Country

Was This Author's Contribution to the Work

Yes
 No

OR {
Citizen of _____
Domiciled in _____

Anonymous? Yes No
Pseudonymous? Yes No
If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). See Instructions

- | | | |
|--|---|---|
| <input type="checkbox"/> 3-Dimensional sculpture | <input type="checkbox"/> Map | <input type="checkbox"/> Technical drawing |
| <input type="checkbox"/> 2-Dimensional artwork | <input type="checkbox"/> Photograph | <input type="checkbox"/> Text |
| <input type="checkbox"/> Reproduction of work of art | <input type="checkbox"/> Jewelry design | <input type="checkbox"/> Architectural work |

3

a Year in Which Creation of This Work Was Completed

2006

This information must be given in all cases.

b Date and Nation of First Publication of This Particular Work

Complete this information ONLY if this work has been published.

Month _____ Day _____ Year _____
10/08/2006 USA

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Splash News and Picture Agency Inc, 333 Washington Blvd. #508, Marina Del Rey, CA. 90292

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED

FEB 05 2007

ONE DEPOSIT RECEIVED

FEB 05 2007

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

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MORE ON BACK ▶

• Complete all applicable spaces (numbers 5-6) on the reverse side of this page.
• See detailed instructions. • Sign the form at line 6.

EXHIBIT "B" TO COMPLAINT NOT WRITE HERE

EXAMINED BY *dp*

FORM VA

CHECKED BY

CORRESPONDENCE
Yes

FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼

a. This is the first published edition of a work previously registered in unpublished form.

b. This is the first application submitted by this author as copyright claimant.

c. This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

6

a

See instructions
before completing
this space.

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼

Account Number ▼

7

a

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt./City/State/Zip ▼

Gary Morgan, Splash News, 333 Washington Blvd #508 Marina Del Rey, CA. 90292

b

Area code and daytime telephone number (310) 962-3926

Fax number ()

Email gmorgan@splashnews.com

CERTIFICATION I, the undersigned, hereby certify that I am the

check only one ► author
 other copyright claimant
 owner of exclusive right(s)
 authorized agent of _____

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Gary Morgan
Handwritten signature (X) ▼

Date 1/31/07

8

Certificate will be mailed in window envelope to this address:

Name ▼ Gary Morgan / Splash News
Number/Street/Apt ▼ 333 Washington Blvd. #508
City/State/ZIP ▼ Marina Del Rey, CA 90292

YOU MUST:
• Complete all necessary spaces
• Sign your application in space 8
SPREADSHEET PACKAGE
1. Application form
2. Non-refundable filing fee in check or money order payable to Registrar of Copyrights
3. Deposit envelope
Library of Congress
Copyright Office
101 Independence Avenue SE
Washington, DC 20559-6000

9

*17 USC §506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 408, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.



Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America



Form VA
For a Work of the Visual Arts

VA 1-392-809



EFFECTIVE DATE OF REGISTRATION

FEB 05 2007

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

Title of This Work ▼

NATURE OF THIS WORK ▼ See Instructions

Splash News Photographs from Oct. 26, 2006-Dec. 31, 2006

Photographs * 39 Photographs

Previous or Alternative Titles ▼

* ~~Given Registration Photo - Photo number 42~~

Publication as a Contribution: If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

N/A

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Page ▼

2

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see Instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

a SNPA Inc, Employer for hire of Photographer: IAN MILLER

Year Born ▼ Year Died ▼

N/A

Was this contribution to the work a "work made for hire"?

Author's Nationality or Domicile
Name of Country
OR { Citizen of Great Britain
Domiciled in _____

Was This Author's Contribution to the Work

Anonymous? Yes No
Pseudonymous? Yes No
If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). See Instructions

- 3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

Name of Author ▼

Dates of Birth and Death

b SNPA Inc, Employer for hire of Photographer: SIMON HAMMOND

Year Born ▼ Year Died ▼

N/A

Was this contribution to the work a "work made for hire"?

Author's Nationality or Domicile
Name of Country
OR { Citizen of Great Britain
Domiciled in _____

Was This Author's Contribution to the Work

Anonymous? Yes No
Pseudonymous? Yes No
If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). See Instructions

- 3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

3

a Year in Which Creation of This Work Was Completed

This information must be given in all cases.

2006

b Date and Nation of First Publication of This Particular Work

Complete this information ONLY if this work has been published.

Month _____ Day _____ Year _____

10/31/2006 Great Britain

Nation

4

See Instructions before completing this space.

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author gives in space 2. ▼

Splash News and Picture Agency Inc, 333 Washington Blvd. #508, Marina Del Rey, CA. 90292

Transfer: If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED

FEB 05 2007

ONE DEPOSIT RECEIVED

FEB 05 2007

TWO DEPOSITS RECEIVED

FUI'S RECEIVED

91

MORE ON BACK ▶ Complete all applicable spaces (numbers 5-8) on the reverse side of this page. See detailed instructions. Sign the form at line 6.

EXHIBIT "C" TO COMPLAINT

DO NOT WRITE HERE Page 1 of 2 pages



Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America



Form VA
For a Work of the Visual Arts
UNITED STATES COPYRIGHT OFFICE

RE **VA 1-392-811**



EP **FEB 05 2007**

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1 Title of This Work ▼ **NATURE OF THIS WORK ▼ See instructions**

Splash News Photographs from Oct. 26, 2006-Dec. 31, 2006 **Photographs**

Previous or Alternative Titles ▼

Group Registration/Photos **Photographs:38**

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

N/A

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Page ▼

2 **NOTE** Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

a NAME OF AUTHOR ▼ **DATES OF BIRTH AND DEATH**

SNPA Inc, Employer for hire of Photographer: DARREN BANKS **Year Born ▼ Year Died ▼**

N/A

Was this contribution to the work a "work made for hire"? Yes No

Author's Nationality or Domicile Name of Country **OR** Citizen of **Great Britain** Domiciled in _____

Was This Author's Contribution to the Work Anonymously? Yes No Pseudonymously? Yes No

Nature of Authorship Check appropriate box(es). See instructions

3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

b Name of Author ▼ **Dates of Birth and Death**

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"? Yes No

Author's Nationality or Domicile Name of Country **OR** Citizen of _____ Domiciled in _____

Was This Author's Contribution to the Work Anonymously? Yes No Pseudonymously? Yes No

Nature of Authorship Check appropriate box(es). See instructions

3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

3 **a** Year in Which Creation of This Work Was Completed **2006** **b** Date and Nation of First Publication of This Particular Work

This information must be given in all cases. **Month** _____ **Day** _____ **Year** _____

Complete this information ONLY if this work has been published. **11/29/2006 USA** Nelson

4 COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Splash News and Picture Agency Inc, 333 Washington Blvd. #508, Marina Del Rey, CA. 90292

Transfer if the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APR 05 2007
FEB 05 2007
FEB 05 2007
TWO DEPOSITS RECEIVED
FUNDS RECEIVED

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MORE ON BACK ▶

• Complete all applicable spaces (numbers 5-8) on the reverse side of this page.
• See detailed instructions. • Sign the form at line 8.

EXHIBIT "D" TO COMPLAINT

DO NOT WRITE HERE

EXAMINED BY *gh*

FORM VA

CHECKED BY

CORRESPONDENCE
Yes

FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes No. If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▾

a. This is the first published edition of a work previously registered in unpublished form.

b. This is the first application submitted by this author as copyright claimant.

c. This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▾

Year of Registration ▾

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▾

6

a
See instructions
before completing
this space.

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▾

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▾

Account Number ▾

7

a

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt./City/State/Zip ▾

Gary Morgan, Splash News, 333 Washington Blvd #508 Marina Del Rey, CA. 90292

b

Area code and daytime telephone number (310) 962-3926

Fax number ()

Email gmorgan@splashnews.com

CERTIFICATION I, the undersigned, hereby certify that I am the

check only one → author
 other copyright claimant
 owner of exclusive right(s)
 authorized agent of _____

Name of author or other copyright claimant, or owner of exclusive right(s) ▾

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

8

Typed or printed name and date ▾ If this application gives a date of publication in space 3, do not sign and submit it before that date.

GARY MORGAN

Date *11/31/07*

Handwritten signature (X) ▾

X

Certificate will be mailed in window envelope to this address:

Name ▾	Gary Morgan / Splash News
Number/Street/Apt ▾	333 Washington Blvd. #508
City/State/ZIP ▾	Marina Del Rey, CA 90292

FEES

- Complete all necessary spaces
- Sign your application in space 8

U.S. DEPARTMENT OF JUSTICE
COPYRIGHT OFFICE

1. Application form
2. Non-refundable filing fee in check or money order payable to Register of Copyrights
3. Deposit material

Library of Congress
Copyright Office
101 Independence Avenue SE
Washington, DC 20540-8000

9



Subject: Thomson CompuMark ORDER CONFIRMATION

From: OrderConfirmation@t.com
To: tpatterson@splashnews.com
Date: Fri, 13 Apr 2007 13:11:40 -0400
X-MessageInspectorSig: f18e69ad1441292276d8347f97561964

Dear TOM PATTERSON,

Thank you for your order. The details of your order are displayed below.

ORDER INFORMATION

● Doc/Filing/Retrieval: ANNA NICOLE REMOVED TO HOSPITAL - audiovisual work
Product: FILING FEES (C/O)
Product: DOCUMENT FILING (C/O)
Turnaround Time: 1 DAY
Classes:
Reference Number: 1375512-1
Invoice Number: Active
Order Status:

SHIPPING INFORMATION

● TOM PATTERSON
SPLASH NEWS AND PICTURE AGENCY
333 W. WASHINGTON BLVD.
MARINA DEL REY, CA 90292
USA

PRICING INFORMATION

● Product: FILING FEES (C/O)
Total Price: 45.00 USD
Product: DOCUMENT FILING (C/O)
Total Price: 130.00 USD

Terms: Net 30 Days

Note: pricing does not include applicable taxes or shipping.

If you have any questions or would like to make any changes or corrections, please call VIRGINIA E BROWN at 800-692-8833 or reply to this message.

We appreciate your business.

Thomson CompuMark

This message is intended for the addressee only and may contain privileged or confidential information.



Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters
 Register of Copyrights, United States of America

Form VA
 For a Work of the Visual Arts

VA 1-284-283

EFFECTIVE DATE OF REGISTRATION
 1-22-07

1 **Title of This Work** **NATURE OF THIS WORK** See Instructions

Photographs of Britney Spears and Jessica Simpson in LA, CA from November 26, 2006 to December 28, 2006 by photographer Ivan Mast Photographs

Previous or Alternative Titles

Group Registration/Photos; 2-photographs

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work

If published in a periodical or serial give: Volume Number Issue Date On Page

2 **NAME OF AUTHOR** **DATES OF BIRTH AND DEATH**

a Bauer-Griffin LLC Year Born Year Died

Was this contribution to the work a "work made for hire"? Yes No

Author's Nationality or Domicile: Name of Country OR Citizenship of USA Domiciled in

Was This Author's Contribution to the Work Anonymous? Yes No If the answer to either of these questions is "Yes," see detailed instructions.

Participation? Yes No

Nature of Authorship Check appropriate box(es). See instructions

3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

Name of Author **Dates of Birth and Death**

b Year Born Year Died

Was this contribution to the work a "work made for hire"? Yes No

Author's Nationality or Domicile: Name of Country OR Citizenship of Domiciled in

Was This Author's Contribution to the Work Anonymous? Yes No If the answer to either of these questions is "Yes," see detailed instructions.

Participation? Yes No

Nature of Authorship Check appropriate box(es). See instructions

3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

3 **Year in Which Creation of This Work Was Completed** **Date and Nation of First Publication of This Work**

a 2006 b 11/26-12/28 2006

This information must be given in all cases. Complete this information only if it has not been published. Month 11-12 Day 26-28 Year 2006

Worldwide/USA Nation

4 **COPYRIGHT CLAIMANT(S)** Name and address must be given even if the claimant is the same as the author given in space 2.

Bauer-Griffin LLC, 8211 Melrose Avenue, Los Angeles, California 90046, USA

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

-86-

EXHIBIT "F" TO COMPLAINT

APPLICATION RECEIVED
 JAN 22 2007
 ONE DEPOSIT RECEIVED
 JAN 22 2007
 TWO DEPOSITS RECEIVED
 FUNDS RECEIVED

*Clarified by CO from space 1 of application.

EXAMINED BY SPW FORM VA
 CHECKED BY _____
 CORRESPONDENCE
 Yes

FOR COPYRIGHT OFFICE USE ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

- Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box.)
 - a. This is the first published edition of a work previously registered in unpublished form.
 - b. This is the first application submitted by this author or copyright claimant.
 - c. This is a changed version of the work, as shown by space 6 on this application.
- If your answer is "Yes," give Previous Registration Number Year of Registration

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. **Source Material** Identify any preexisting work or works that this work is based on or incorporates.

a 6
See instructions before completing this space.

b. **Material Added to This Work** Give a brief, factual statement of the material that has been added to this work and in which copyright is claimed.

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name

Account Number

7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Please Address/Apt./City/State/Zip

Bauer-Griffin LLC, 8211 Melrose Avenue, Los Angeles, California 90046

a
b

Area code and daytime telephone number 323 1653 8238

Fax number (323) 653 8239

E-mail randy@baugriffin.com

CERTIFICATION I, the undersigned, hereby certify that I am the

- check only one
- of author
 - other copyright claimant
 - owner of exclusive rights
 - authorized agent of _____
Name of author or other copyright claimant, or owner of exclusive rights

8

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date If this application gives a date of publication in space 3, do not sign and submit it before that date.

Randy Bauer

Date 01/19/07

Handwritten signature (X)

Randy Bauer

Certificate will be mailed in window envelope to this address:

Name Randy Bauer
 Number/Street Bauer-Griffin LLC, 8211 Melrose Avenue
 City/State/Zip Los Angeles, California 90046

1. Complete all required spaces.
 2. Sign your application in space 8.
 3. Check payment type.
 4. Mailed certificate may fee in check or money order payable to Register of Copyrights.
 5. District courts.
 Library of Congress
 Copyright Office
 101 Independence Avenue SE
 Washington, DC 20540-9000

9



Thomson CompuMark

Document Services

Document Filing

Document(s) Submitted: Copyright Application
Title: TYRA EATS AT KATSUYA IN
BRENTWOOD & 12 OTHERS

Client Name: Flynet Pictures LLC

Attention: Jason Kirk

Our File: 1368369

Date Completed: March 19, 2007

Documents submitted on a regular basis.
Approximate completion time is 6-8 months.

Washington Document Services
Lead Analyst: Beth Brown
Email: virginia.e.brown@thomson.com

If we may be of any further assistance, or if you have any questions regarding this report, please do not hesitate to contact us at 1-800-356-8630.

Acceptance and reliance upon this report by the client constitutes an acceptance of its terms, conditions and limitations. Any liability arising out of the preparation of this report is limited to a refund of the search fee paid.

We have taken all reasonable steps to ensure the completeness and accuracy of this report; however, due to the highly subjective nature of copyright and title searching we cannot otherwise guarantee these results. This search is valid only for the property or title noted above. If the property or title which was the subject of this search is changed, even slightly, a new search should be conducted. Please note that this report in no way constitutes a legal opinion.

THOMSON

Thomson CompuMark, Franklin Square North, 1001 ...

Washington, DC 20005

Telephone: (202) 756-9295 / (800) 356-8630 FAX: (202) 756-9299

88-

EXHIBIT "G" TO COMPLAINT

Thomson CompuMark
1100 13th St., N.W., Suite 300
Washington, DC 20005
Tel (800) 356-8630
Fax (202) 756-9299
<http://compumark.thomson.com>



March 19, 2007

Copyright Office Receipt No. 187191

Re: **Material for filing with the US Copyright Office**

RECEIVED

MAR 19 2007

COPYRIGHT OFFICE
PUBLIC OFFICE

To: Register of Copyrights, US Copyright Office

From: Thomson CompuMark

Contact Name: **Beth Brown**

Contact Telephone: **202-756-9266**

Document Type: **Form VA**

Processing Requested:

Regular

Total Items Enclosed **13**

Item Detail:

TYRA EATS AT KATSUYA IN BRENTWOOD - photographs
GWEN STEFANI AND GAVIN ROSSDALE ON VACATION IN PALM DESERT - photographs
WHITNEY HOUSTON OUT TO DINNER WITH RAY J - photographs
GWYNNETH PALTROW CHANNELS RAPUNZEL - photographs
TORI SPELLING AND DEAN McDERMOTT CELEBRATE THE OPENING OF THEIR NEW "BED
AND BREAKFAST" - photographs
JEN GARNER AND VIOLET BUNDLE UP FOR VANCOUVER SNOW - photographs
JENNIFER GARNER AND VIOLET IN VANCOUVER - photographs
KATIE HOLMES AT A MEETING IN BEVERLY HILLS - photographs
KIRSTEN DUNST FUN IN THE SUN IN MAUI - photographs
DEMI MOORE HAS LUNCH AT THE IVY - photographs
MANDY MOORE LOVES LA! - photographs
TOM CRUISE AND KATIE HOLMES WITH LITTLE SURI OUT - photographs
ASHLEY OLSEN GETS SOME FLOWERS - photographs

Additional Information:

For further information or questions, please contact: **See space 7**

Processing fees should be deducted from:

Thomson Compumark Deposit Account DA 061794

Delivery upon Completion of Processing:

As indicated on application or cover sheet.

Attached filing(s) submitted to the US Copyright Office by Beth Brown

Beth Brown





Receipt

Library of Congress
Copyright Office
101 Independence Avenue SE
Washington, DC 20559-6000

No. 187191

Date 3/19/07

Received

Not examined in information section

Form(s) 13 VA

Number of copies 1 cy. ea

Type of deposit copies CD/D

Document(s)

Cover letter 1

Other enclosures

Refer to

Services

Search

Photocopies

Additional certificates

Certifications

Secure text exam

Transfer to photoduplication

Other (specify)

Method of Payment

Cash

Check

Money order

Deposit acct #: 61794 Amount: 585.00

Credit card Type: Auth #: Amount:

No Fee

Fee to be determined

For connection

ETN:

Total Payment: \$ 585.00

Received from

Thomson CompMark

Phone

Address

1100 13th St. NW

Washington, DC 20005

Representing

Flynet LLC

Phone

Received for the Register of Copyrights by

JW

Title Tyra Eats at Katsuya in Brentwood

... and 12 others

Notes



Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters
Register of Copyrights, United States of America

Form VA
For a Work of the Visual Arts
U.S. PATENT OFFICE
VA 1-345-626
EFFECTIVE DATE OF REGISTRATION
3 19 2007

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1 Title of This Work: Agency Photographs from 2006 NATURE OF THIS WORK: Photographs
 Periodic or Alternative Title: Group Registration / Photos 10 Photographs
 Publication as a Contribution: NIA
 If published in a periodical or serial, give Volume # Number # Issue date # Copyright #

2 NAME OF AUTHOR: employee for hire of * Ryan Turgeon DATE OF BIRTH AND DEATH: NIA
INSIGHT NEWS & FEATURES, INC.
 Was this contribution to the work a "work made for hire"? Yes No
 Author's Nationality or Residence: USA
 Was This Author's Contribution to the Work Anonymous? Yes No
 Periodic payment? Yes No
 Nature of Authorship: 3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

NOTE Under the law, the "author" of a work made for hire is generally the employer, not the employee...
b Name of Author: NIA Date of Birth and Death: NIA
 Was this contribution to the work a "work made for hire"? Yes No
 Author's Nationality or Residence: USA
 Was This Author's Contribution to the Work Anonymous? Yes No
 Periodic payment? Yes No
 Nature of Authorship: 3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

3 Year in Which Creation of This Work Was Completed: 2006 Date and Nation of First Publication of This Particular Work: 4/20/06 - 11/10/06
 This information must be given in all cases. Month: USA Day: Year: Nation:

4 COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.
INSIGHT NEWS & FEATURES, INC.
321 WEST 44TH STREET, SUITE 702
NEW YORK, NY 10036
 Transfer of the claimant's interest here in space 4 is (and) different from the author(s) given in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

APPLICATION RECEIVED
3/19/07
 ONE DEPOSIT RECEIVED
 TWO DEPOSITS RECEIVED
3/19/07
 FUNDS RECEIVED

MORE ON BACK • Complete all applicable spaces (numbers 1-6) on the reverse side of this page. • See detailed instructions. • Sign the top of this page. **DO NOT WRITE HERE** Page 1 of 2 pages



Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters
 Register of Copyrights, United States of America

Form VA
 For a Work of the Visual Arts
 VA 1-25-630

EFFECTIVE DATE OF REGISTRATION
 3 19 2007

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

Title of This Work **Agency photographs from 2006** NATURE OF THIS WORK **Photographs**

Previous or Alternative Titles **Group Registration (Photos 10) Photographs**

Publication as a Collective Work If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work **N/A**

If published in a periodical or serial give Volume Number Issue Date On Page

2

NAME OF AUTHOR **employer for time of Lisa** DATES OF BIRTH AND DEATH
INSIGHT NEWS & Features, Inc. + Newscast Year Born **N/A** Year Died **N/A**

Was this contribution to the work a "work made for hire"? Yes No

Author's Nationality or Residence **USA** Was This Author's Contribution to the Work Anonymous? Yes No Pseudonym? Yes No

Nature of Authorship Check appropriate boxes. See instructions.
 3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

b

Name of Author **N/A** Dates of Birth and Death Year Born Year Died

Was this contribution to the work a "work made for hire"? Yes No

Author's Nationality or Residence **OR** Was This Author's Contribution to the Work Anonymous? Yes No Pseudonym? Yes No

Nature of Authorship Check appropriate boxes. See instructions.
 3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

3

Year in Which Creation of This Work Was Completed **2006** Date and Month of First Publication of This Particular Work **4/13/06 - 12/18/06**

This information may be given in U.S. time **USA** Month Day Year

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2 **INSIGHT NEWS & Features, Inc. 321 WEST 44TH STREET, SUITE 702 NEW YORK, NY 10036**

Transfer of the claimant(s) named here in space 4 to (and) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright

APPLICATION RECEIVED **3/19/07**
 ONE DEPOSIT RECEIVED
 TWO DEPOSITS RECEIVED **3/19/07**
 FUNDS RECEIVED

MORE ON BACK **• Complete all applicable spaces (numbers 1-5) on the reverse side of this page. • See detailed instructions. • Sign the line of box 2.**

DO NOT WRITE HERE
 Page 1 of 2 pages

* Awarded by C.O. from phone call to Beth Brown of Thompson
 Compunack, authorized agent of Insight News & Features, Inc.
 on 3/21/07.

EXAMINED BY BD FORM VA
 CHECKED BY _____
 CORRESPONDENCE
 Yes
 FOR
 COPYRIGHT
 OFFICE
 USE
 ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

- Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box.)
- a. This is the last published edition of a work previously registered in unpublished form.
 b. This is the last application submitted by the author as copyright claimant.
 c. This is a changed version of the work, as shown by space 6 on this application.
- If your answer is "Yes," give Previous Registration Number Year of Registration

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates.

N/A

6
 See instructions
 before completing
 this section.

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.

N/A

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name

Account Number

7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt./City/State/Zip

Insight News & Features, Inc.
 321 West 44th Street, Suite 702
 New York, NY 10036

Area code and daytime telephone number 212 512-0066

Fax number 212 582-0498

E-mail MLeeds@INFPhoto.com

b

CERTIFICATION I, the undersigned, hereby certify that I am the

- check only one author
 other copyright claimant
 owner of exclusive right(s)
 authorized agent of

8

name of author or other copyright claimant, or owner of exclusive right(s) of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date If this application gives a date of publication in space 3, do not sign and submit it before that date.

CHRIS TOHERTY

Date 3/16/07

Handwritten signature

C. Toherthy

9

Certificates will be mailed in window envelopes to this address:

Name
 INSIGHT NEWS & FEATURES, INC.
 Name/Address/Apt./City/State/Zip
 321 WEST 44th STREET, SUITE 702
 City/State/Zip
 NEW YORK, NY 10036

Complete all remaining spaces
 Pay your registration fee in space 8
 I, the undersigned, hereby certify that I am the author or other copyright claimant, or owner of exclusive right(s) of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.
 Library of Congress
 Copyright Office
 107 Independence Avenue SE
 Washington, DC 20540-4071

*17 USC (107): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 405, or in any other statement that is provided with the application, shall be fined not more than \$5,000.



REGISTRATION NUMBER

VA VAU
EFFECTIVE DATE OF REGISTRATION

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Title of This Work ▼

NATURE OF THIS WORK ▼ See instructions

(Giles Harrison) Photographs from Jan. 1, 2006 - Oct. 25, 2006

Photographs

Previous or Alternative Titles ▼

Group Registration/Photos Photographs: 124

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

N/A

If published in a periodical or serial give: Volume ▼

Number ▼

Issue Date ▼

On Pages ▼

NAME OF AUTHOR ▼

GILES HARRISON

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

N/A

Was this contribution to the work a "work made for hire"?

Yes
 No

Author's Nationality or Domicile
Name of Country

OR { Citizen of USA
Domiciled in

Was This Author's Contribution to the Work

Anonymous? Yes No
Pseudonymous? Yes No

If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). See instructions

3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

Name of Author ▼

Dates of Birth and Death

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

Yes
 No

Author's Nationality or Domicile
Name of Country

OR { Citizen of
Domiciled in

Was This Author's Contribution to the Work

Anonymous? Yes No
Pseudonymous? Yes No

If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). See instructions

3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

Year in Which Creation of This Work Was Completed

2006

This information must be given in all cases.

Date and Nation of First Publication of This Particular Work

Month Day Year
4/25/06- 6/20/06 USA

Nation

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

London Entertainment, 310 Tahiti Way Suite 106, Marina Del Rey, CA 90292

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

DO NOT WRITE HERE OFFICE USE ONLY

MORE ON BACK ▶

• Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
• See detailed instructions. • Sign the form at line 8.

DO NOT WRITE HERE

Page 1 of _____ pages

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

See instructions before completing this space.

EXAMINED BY

FORM VA

CHECKED BY

CORRESPONDENCE
 Yes

FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼

- a. This is the first published edition of a work previously registered in unpublished form.
- b. This is the first application submitted by this author as copyright claimant.
- c. This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼ Year of Registration ▼

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. **Preexisting Material** Identify any preexisting work or works that this work is based on or incorporates. ▼

See instructions
before completing
this space.

b. **Material Added to This Work** Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼ Account Number ▼

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip ▼

Splash News and Picture Agency Inc., 333 Washington Blvd. Ste 508, Marina Del Rey, CA. 90292

Area code and daytime telephone number (310) 581-2667

Fax number (310) 396-4634

Email gmorgan@splashnews.com

CERTIFICATION* I, the undersigned, hereby certify that I am the

- check only one ▶ {
- author
 - other copyright claimant
 - owner of exclusive right(s)
 - authorized agent of _____
- Name of author or other copyright claimant, or owner of exclusive right(s) ▼

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Date

Handwritten signature (X) ▼

X

Certificate will be mailed in window envelope to this address:

Name ▼
Number/Street/Apt ▼
City/State/ZIP ▼

YOU MUST

- Complete all necessary spaces
- Sign your application in space 8

SEND ALL 3 ELEMENTS IN THE SAME PACKAGE:

1. Application form
2. Nonrefundable filing fee in check or money order payable to Register of Copyrights
3. Deposit material

MAIL TO:
Library of Congress
Copyright Office
101 Independence Avenue SE
Washington, DC 20559-6000

*17 USC §506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.





REGISTRATION NUMBER

VA VAU
EFFECTIVE DATE OF REGISTRATION

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Title of This Work ▼ **NATURE OF THIS WORK** ▼ See instructions

(Giles Harrison) Photographs from Oct. 26, 2006-Dec. 31, 2006 Photographs

Previous or Alternative Titles ▼

Group Registration/Photos Photographs: 84

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. **Title of Collective Work** ▼

N/A

If published in a periodical or serial give: **Volume** ▼ **Number** ▼ **Issue Date** ▼ **On Pages** ▼

NAME OF AUTHOR ▼ **DATES OF BIRTH AND DEATH**

GILES HARRISON Year Born ▼ Year Died ▼

N/A

Was this contribution to the work a "work made for hire"? **Author's Nationality or Domicile** **Was This Author's Contribution to the Work**

Yes Name of Country Anonymously? Yes No If the answer to either of these questions is "Yes," see detailed instructions.

No OR { Citizen of USA Pseudonymously? Yes No

Domiciled in _____

Nature of Authorship Check appropriate box(es). See instructions

3-Dimensional sculpture Map Technical drawing

2-Dimensional artwork Photograph Text

Reproduction of work of art Jewelry design Architectural work

Name of Author ▼ **Dates of Birth and Death**

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"? **Author's Nationality or Domicile** **Was This Author's Contribution to the Work**

Yes Name of Country Anonymously? Yes No If the answer to either of these questions is "Yes," see detailed instructions.

No OR { Citizen of _____ Pseudonymously? Yes No

Domiciled in _____

Nature of Authorship Check appropriate box(es). See instructions

3-Dimensional sculpture Map Technical drawing

2-Dimensional artwork Photograph Text

Reproduction of work of art Jewelry design Architectural work

Year in Which Creation of This Work Was Completed **Date and Nation of First Publication of This Particular Work**

2006 This information must be given in all cases. Complete this information ONLY if this work has been published. Month Day Year Nation

11/7/06-12/22/06 USA

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

London Entertainment, 310 Tahiti Way Suite 106, Marina Del Rey, CA 90292

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

DO NOT WRITE HERE OFFICE USE ONLY

MORE ON BACK ▶ • Complete all applicable spaces (numbers 5-9) on the reverse side of this page. • See detailed instructions. • Sign the form at line 8.

DO NOT WRITE HERE
Page 1 of _____ pages

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EXHIBIT "L" TO COMPLAINT

NOTE
Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

EXAMINED BY

FORM VA

CHECKED BY

CORRESPONDENCE

Yes

FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼

a. This is the first published edition of a work previously registered in unpublished form.

b. This is the first application submitted by this author as copyright claimant.

c. This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. **Preexisting Material** Identify any preexisting work or works that this work is based on or incorporates. ▼

See instructions
before completing
this space.

b. **Material Added to This Work** Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼

Account Number ▼

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip ▼

Gary Morgan, Splash News, 333 Washington Blvd #508 Marina Del Rey, CA. 90292

Area code and daytime telephone number (310) 581-2667

Fax number (310) 396-4634

Email gmorgan@splashnews.com

CERTIFICATION* I, the undersigned, hereby certify that I am the

check only one ▶

author

other copyright claimant

owner of exclusive right(s)

authorized agent of _____

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Date

Handwritten signature (X) ▼

X _____

Certificate will be mailed in window envelope to this address:

Name ▼
Number/Street/Apt ▼
City/State/ZIP ▼

YOU MUST:

- Complete all necessary spaces
- Sign your application in space 8

SEND ALL 3 ELEMENTS IN THE SAME PACKAGE.

1. Application form
2. Nonrefundable filing fee in check or money order payable to Register of Copyrights
3. Deposit material

MAIL TO:
Library of Congress
Copyright Office
101 Independence Avenue SE
Washington, DC 20559-6000

*17 USC §506(e). Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.