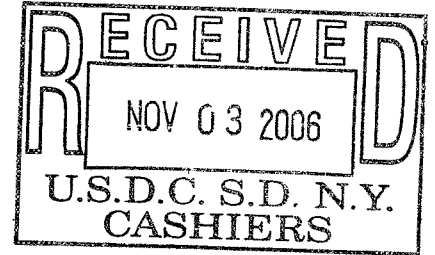


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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK



JUDGE CROTTY

06 CV 12931

Civ. No.

**COMPLAINT FOR COPYRIGHT  
INFRINGEMENT, 17 U.S.C. §§ 101, ET  
SEQ. AND VIOLATION OF DIGITAL  
MILLENNIUM COPYRIGHT ACT, 17  
U.S.C. §§ 1201, ET SEQ.**

----- X  
PARAMOUNT PICTURES CORPORATION; :  
TWENTIETH CENTURY FOX FILM :  
CORPORATION; UNIVERSAL CITY :  
STUDIOS PRODUCTIONS LLLP; :  
UNIVERSAL CITY STUDIOS LLLP; :  
WARNER BROS. ENTERTAINMENT INC.; :  
DISNEY ENTERPRISES, INC.; COLUMBIA :  
TRISTAR TELEVISION, INC.; AND :  
COLUMBIA PICTURES INDUSTRIES, INC. :  
:  
Plaintiffs, :  
:  
-against- :  
:  
LOAD 'N GO VIDEO INC. :  
:  
Defendant. :  
----- X

Plaintiffs Paramount Pictures Corporation, Twentieth Century Fox Film Corporation,  
Universal City Studios Productions LLLP, Universal City Studios LLLP, Warner Bros.  
Entertainment Inc., Disney Enterprises, Inc., Columbia TriStar Television, Inc. and Columbia  
Pictures Industries, Inc. (collectively "Plaintiffs"), by their attorneys McDermott Will & Emery

LLP, for their complaint against Load 'N Go Video Inc. ("Defendant" or "Load 'N Go"), allege as follows:

### NATURE OF THE ACTION

1. This is an action for damages and for injunctive and related relief against Defendant for violations of the Copyright Act, 17 U.S.C. §§ 101, *et seq.* and of the Digital Millennium Copyright Act, 17 U.S.C. §§ 1201, *et seq.* This action arises out of Defendant's unauthorized and unlawful copying, distribution and exploitation of numerous motion pictures and/or television programs in which Plaintiffs own the copyrights or exclusive distribution rights ("Plaintiffs' copyrighted works"); and out of Defendant's unauthorized and unlawful circumvention of an encryption-based DVD access control and copy prevention system that provides protection for Plaintiffs' copyrighted content.

2. In exchange for payment from its customers, Defendant copies Plaintiffs' copyrighted works from DVDs and then ultimately loads said copyrighted material onto the customer's portable video player ("PVP") – an example of which is Apple's "iPod." Through this practice, Defendant illegally copies and distributes Plaintiffs' copyrighted works from DVDs, in violation of the Copyright Act of 1976, 17 U.S.C. §§101, *et seq.*

3. Before releasing Plaintiffs' copyrighted works in DVD format, Plaintiffs employ the Content Scramble System ("CSS") – an encryption-based DVD access control and copy prevention system that provides protection for their copyrighted content. Upon information and belief, Defendant's service of copying Plaintiffs' protected DVD content and then loading said content onto the customer's PVP involves the circumvention of CSS, in violation of the anti-circumvention provisions of the Digital Millennium Copyright Act, 17 U.S.C. §§1201, *et seq.*

## THE PARTIES

4. Plaintiff Paramount Pictures Corporation (“Paramount”) is a corporation duly incorporated under the laws of the State of Delaware with its principal place of business located in Los Angeles, California.

5. Plaintiff Twentieth Century Fox Film Corporation (“Fox”) is a corporation duly incorporated under the laws of the State of Delaware with its principal place of business located in Los Angeles, California.

6. Plaintiff Universal City Studios Productions LLLP (“Universal City Studios Productions”) is a corporation duly incorporated under the laws of the State of Delaware with its principal place of business located in Universal City, California.

7. Plaintiff Universal City Studios LLLP (“Universal City Studios”) is a corporation duly incorporated under the laws of the State of Delaware with its principal place of business located in Universal City, California.

8. Plaintiff Warner Bros. Entertainment Inc. (“Warner Bros.”) is a corporation duly incorporated under the laws of the State of Delaware with its principal place of business located in Burbank, California.

9. Plaintiff Disney Enterprises, Inc. (“Disney”) is a corporation duly incorporated under the laws of the State of Delaware with its principal place of business located in Burbank, California.

10. Plaintiff Columbia TriStar Television, Inc. (“Columbia TriStar”) is a corporation duly incorporated under the laws of the State of Delaware with its principal place of business located in Culver City, California.

11. Plaintiff Columbia Pictures Industries, Inc. (“Columbia Pictures”) is a corporation duly incorporated under the laws of the State of Delaware with its principal place of business located in Culver City, California.

12. On information and belief, Defendant Load ‘N Go Video Inc. (“Load ‘N Go”) is incorporated under the laws of the State of Massachusetts and has its principal place of business at 73 Marion Street, Suite 3, Somerville, Massachusetts 02143.

### **JURISDICTION AND VENUE**

13. The Court has subject matter jurisdiction over this action under 28 U.S.C. §§ 1331 (federal question), 1332 (diversity) and 1338(a) (any act of Congress relating to copyright), under the Copyright Act, 17 U.S.C. §§ 101, *et seq.*, and under the Digital Millennium Copyright Act, 17 U.S.C. §§ 1201, *et seq.*

14. This Court has personal jurisdiction over Defendant, and venue is proper in this Judicial District pursuant to 28 U.S.C. § 1391(b) because, *inter alia*, (a) Defendant and/or its agent are doing business in this district and (b) a substantial part of the events or omissions giving rise to this lawsuit, as well as substantial injury to Plaintiffs, have occurred or will occur in interstate commerce, in the State of New York, and in the Southern District of New York as a result of Defendant's acts and impending acts of copyright infringement and violations and impending violations of the Digital Millennium Copyright Act, as alleged in detail below. Venue is also proper in this jurisdiction pursuant to 28 U.S.C. § 1400(a) in that Defendant may be found in this District in light of its extensive commercial activities in this District.

## **BACKGROUND FACTS**

### **Plaintiffs' Copyrighted Motion Pictures and Television Programs**

15. Plaintiffs include motion picture studios in the United States. Plaintiffs are engaged in the business of developing, producing, and distributing, and licensing to others the right to distribute and exhibit, copyrighted motion pictures and/or television programs.

16. Plaintiffs, either directly or through their affiliates or licensees, distribute their copyrighted works in various forms including, without limitation, for exhibition in theaters, through television broadcasts, and through cable and direct-to-home satellite services (including basic, premium, "pay-per-view" and "video on demand" ("VOD") television services). In addition, Plaintiffs distribute their motion pictures and/or television programs on digital versatile discs ("DVDs") by selling them directly or indirectly to the home viewing market. Plaintiffs are leading producers and distributors of motion pictures and/or television programs in DVD format in the United States. Plaintiffs also distribute their copyrighted works, among other ways, through Internet-based download services, including download services aimed at portable video players ("PVPs") (such as Apple's iPod device and iTunes service) and other portable devices and media.

17. Each Plaintiff or its predecessor in interest is the owner of the exclusive reproduction, adaptation and/or distribution rights under United States copyrights in a substantial number of motion pictures and/or television programs. Attached hereto as Exhibit A and incorporated herein by reference is a schedule of some of the motion pictures and/or television programs in which Plaintiffs own the copyrights or exclusive distribution rights.

18. By way of illustration, Plaintiffs are the owners of United States copyrights or the exclusive distribution rights in the following motion pictures: Plaintiff Paramount (“School of Rock”); Plaintiff Fox (“X-Men” and “X2”); Plaintiff Universal City Studios Productions (“The 40 Year Old Virgin”); Plaintiff Warner Bros. (“The Goonies”); Plaintiff Disney (“Monsters, Inc.”); and Plaintiff Columbia Pictures (“Groundhog Day”). Also by way of illustration, Plaintiffs are the owners of United States copyrights or the exclusive distribution rights in the following television programs: Plaintiff Fox (“24, Season 1”); Plaintiff Universal City Studios (“Law & Order, Season 2”); Plaintiff Warner Bros. (“Friends, Season 8”); Plaintiff Disney (“Alias, Season 4”); and Plaintiff Columbia TriStar (“Dawson’s Creek, Season 1”).

19. Plaintiffs have registered with the United States Copyright Office their copyrights in the works identified in Paragraph 18 above, also enumerated in attached Exhibit A.

20. Plaintiffs have invested (and continue to invest) substantial sums of money and effort each year to develop, produce and distribute motion pictures and/or television programs protected under copyright and other laws. Defendant's actions, as described below, deprive Plaintiffs of exclusive rights under copyright and other laws, and the economic value of such rights.

### **The DVD Technology and the Content Scramble System (CSS)**

21. DVDs are five-inch wide optical discs, which contain recorded material in digital form, in this case Plaintiffs’ copyrighted motion pictures and/or television programs. Commercial entertainment DVDs also typically contain ancillary material, *e.g.*, interviews or deleted scenes, which is also subject to copyright protection. DVD technology has significantly improved the clarity and overall quality of home viewing of pre-recorded content, *e.g.*, viewing audiovisual material on a television or computer screen.

22. Because DVDs contain material in digital form, they present a heightened risk of unauthorized reproduction and distribution of copyrighted material. The material can be digitally copied and transmitted repeatedly without degradation of the clarity and overall quality. This is in contrast to the degradation that occurs when a copy is made or transmitted from an analog source, such as a pre-recorded videocassette, onto another medium, such as a blank cassette. The distribution of works in digital form on DVDs also presents an increased risk that unauthorized digital copies of Plaintiffs' copyrighted works will be transmitted over the Internet, stored in computer memory, or duplicated for unlawful sale, transfer or exchange. Once these copies "in the clear" are in the hands of other users, repeated reproduction and distribution are possible, and the unlawful processes can be replicated endlessly, with each subsequent digital copy typically retaining the clarity and quality of the original DVD.

23. Concerned about this risk, Plaintiffs, as motion picture studios in the United States, required the development of an access control and copy prevention system to prevent the unauthorized access to and reproduction and distribution of their copyrighted works released in digital form on DVD format. Plaintiffs currently use the Content Scramble System, or CSS, for this purpose.

24. CSS is an encryption-based security and authentication system that requires the use of appropriately licensed and configured hardware, such as a DVD player or computer DVD drive, to decrypt, unscramble and play back the material contained on encrypted DVDs. CSS includes elements of encryption and other security and authentication measures that require DVD playback devices to operate with certain keys in order to descramble and play back copies of the material contained on the DVDs. CSS also prevents the unauthorized reproduction and distribution of copyrighted material released on DVD format. Authorized access to these keys is

obtained solely pursuant to a license from the DVD Copy Control Association (“DVD CCA”), the licensor of the CSS technology.

25. All sectors of the DVD industry, including the software and hardware manufacturers of DVD players, drives and replicators and of descrambling modules that must be employed in devices, as well as the content providers (namely Plaintiffs and other motion picture and television studios), have adopted CSS as direct licensees of DVD CCA or by contracting through CSS licensees.

26. Plaintiffs have relied upon the security provided by CSS in manufacturing, producing and distributing to the public their copyrighted works in standard definition DVD format. Plaintiffs’ copyrighted works distributed in this format, the majority of which involved substantial investments of millions of dollars, are distributed exclusively on DVDs enabled with the CSS-protection system.

### **Defendant’s Unlawful Activities**

27. Upon information and belief, Defendant engages in an enterprise in which it, unlawfully and without authorization, circumvents the CSS access control and copy prevention system that protects Plaintiffs’ DVDs and then copies Plaintiffs’ copyrighted works contained on said DVDs and ultimately loads said copyrighted material onto the customer’s PVP. Specifically, Defendant’s customers select from a wide variety of commercially available DVDs that are offered for sale and for “loading” by Defendant and that contain Plaintiffs’ copyrighted motion pictures and/or television programs, including but not limited to those copyrighted works enumerated in Exhibit A. Defendant’s customers either purchase one of three models of PVPs that Defendant offers for sale or send to Defendant their own PVPs. Using the DVDs ordered by its customers, Defendant, among other activities, circumvents the CSS protecting the DVDs and

then copies and loads Plaintiffs' copyrighted material onto the customer's PVP. Defendant then sends the "loaded" PVPs back to its customers, along with copies of the DVDs. In exchange for this service, Defendant receives payment from its customers at a price that includes a charge for the costs associated with copying videos from the DVDs and "loading" the PVPs.

28. Neither any of the Plaintiffs nor the DVD CCA has granted any license, permission, or authorization to Defendant to copy, distribute or exploit any of Plaintiffs' works, nor has any Plaintiff or the DVD CCA authorized Defendant to circumvent CSS.

29. Defendant's conduct causes substantial harm to Plaintiffs and to their intellectual property and threatens to interfere with the continued growth and development of numerous emerging legitimate services to offer consumers a means to obtain copies of audiovisual works in formats suitable for PVPs and other portable devices.

#### **FIRST CLAIM FOR RELIEF**

#### **(COPYRIGHT INFRINGEMENT IN VIOLATION OF 17 U.S.C. §§ 101, *ET SEQ.*)**

30. Plaintiffs incorporate by reference each and every allegation set forth in Paragraphs 1 through 29, inclusive, as though fully set forth herein.

31. Plaintiffs own the United States copyrights or the pertinent, exclusive distribution rights in the copyrighted works listed in Paragraph 18 and attached Exhibit A, as well as many other motion pictures and/or television programs available for purchase on DVD, each of which contains a large number of creative elements original to or otherwise owned by Plaintiffs and is copyrightable subject matter under the laws of the United States.

32. Plaintiffs (or their predecessors) have obtained copyright registration certificates for each work listed in Exhibit A. In doing so, Plaintiffs have complied in all respects with 17

U.S.C. §§ 101, *et seq.*, the statutory deposit and registration requirements thereof and all other laws governing federal copyrights.

33. Each of the works listed in Exhibit A has, with Plaintiffs' authorization, been reproduced and distributed throughout the United States and all copies made by Plaintiffs or their licensees under their authority or license have been made and published in strict conformity with the provisions of 17 U.S.C. §§ 401 and 409, *et seq.*, and all other laws governing federal copyright.

34. By reproducing and distributing, or causing, accomplishing, participating in and enabling the actual or imminent reproduction and distribution of, unauthorized copies of Plaintiffs' copyrighted works (including the works listed in Exhibit A) in the manner described above, Defendant is engaging in and imminently will engage in a vast number of copyright infringements, including infringements of Plaintiffs' copyrighted works, in violation of the Copyright Act, 17 U.S.C. §§ 106 and 501.

35. As a direct and proximate result of Defendant's infringement of Plaintiffs' copyright rights, Plaintiffs have sustained and will continue to sustain actual damage. Plaintiffs are entitled to Defendant's profits from the unlawful and unauthorized copying, distribution and sale of Plaintiffs' copyrighted works. Alternatively, at Plaintiffs' election, Plaintiffs are entitled to the maximum statutory damages as permitted by federal copyright law.

36. The foregoing acts of infringement by Defendant have been willful, intentional, and purposeful, in disregard of and indifference to Plaintiffs' copyright rights.

37. Defendant's acts have caused and will continue to cause substantial irreparable harm to Plaintiffs unless further infringement by Defendant is enjoined. Unless Defendant is

enjoined from engaging in its wrongful conduct, Plaintiffs will suffer further irreparable injury and harm, for which they have no adequate remedy at law.

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

### **SECOND CLAIM FOR RELIEF**

#### **(VIOLATION OF THE DIGITAL MILLENNIUM COPYRIGHT ACT, 17 U.S.C. §§ 1201, *ET SEQ.*)**

39. Plaintiffs incorporate by reference each and every allegation set forth in Paragraphs 1 through 29, inclusive, as though fully set forth herein.

40. The Digital Millennium Copyright Act, 17 U.S.C. § 1201(a)(1)(A), governs the circumvention of copyright protection systems and provides that “[n]o person shall circumvent a technological measure that effectively controls access to a work protected under this title.” The Digital Millennium Copyright Act, 17 U.S.C. § 1201(a)(2) provides, in pertinent part, that no person shall offer to the public or provide a service that (A) is primarily designed for the purpose of circumventing a technological measure that effectively controls access to a work protected under this title; (B) has only limited commercially significant purpose or use other than to circumvent a technological measure that effectively controls access to a work protected under this title; or (C) is marketed by that person or another acting in concert with that person with that person's knowledge for use in circumventing a technological measure that effectively controls access to a work protected under this title. The Digital Millennium Copyright Act, 17 U.S.C. § 1201(b) provides, in pertinent part, that no person shall offer to the public or provide a service that (A) is primarily designed for the purpose of circumventing protection afforded by a technological measure that effectively protects a right of a copyright owner under this title in a work or a portion thereof; (B) has only limited commercially significant purpose or use other

than to circumvent protection afforded by a technological measure that effectively protects a right of a copyright owner under this title in a work or a portion thereof; or (C) is marketed by that person or another acting in concert with that person with that person's knowledge for use in circumventing protection afforded by a technological measure that effectively protects a right of a copyright owner under this title in a work or a portion thereof.

41. CSS is a technological measure employed by Plaintiffs that (a) effectively controls access to works protected by the Copyright Act and (b) effectively protects Plaintiffs' copyrights by controlling whether an end user can reproduce, manufacture, adapt, publicly perform and/or distribute unauthorized copies of their copyrighted works or portions thereof.

42. Upon information and belief, by circumventing CSS and by offering to the public and providing the services hereinabove alleged, Defendant has violated 17 U.S.C. §§ 1201(a)(1)(A), 1201(a)(2), and 1201(b).

43. Plaintiffs have sustained and will continue to sustain actual damage in that, among other things, the value of Plaintiffs' copyrighted works has been reduced and Plaintiffs' goodwill has been harmed as a result of Defendant's violation of 17 U.S.C. §§ 1201(a)(1)(A), 1201(a)(2), and 1201(b). Plaintiffs are also entitled to Defendant's profits from Defendant's violation of 17 U.S.C. §§ 1201(a)(1)(A), 1201(a)(2), and 1201(b). Alternatively, at Plaintiffs' election, Plaintiffs are entitled to an award of the maximum statutory damages as permitted by the Digital Millennium Copyright Act, 17 U.S.C. § 1203(c).

44. Defendant's acts have caused and will continue to cause substantial irreparable harm to Plaintiffs unless further violations by Defendant are enjoined. Unless Defendant is enjoined from engaging in its wrongful conduct, Plaintiffs will suffer further irreparable injury and harm, for which they have no adequate remedy at law.

45. Plaintiffs further are entitled to their attorneys' fees and full costs pursuant to 17 U.S.C. §1203.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs pray for judgment against Defendant and against all of its affiliates, agents, servants, employees, partners and all persons in active concert or participation with it, for the following relief:

(a) On the first claim for relief, preliminary and permanent injunctive relief enjoining Defendant Load 'N Go Video Inc. and all of its employees, officers, directors, agents, servants, affiliates, attorneys, successors, and assigns, and all those acting directly or indirectly in concert or participation with any of them, from infringing by any means Plaintiffs' exclusive rights under the Copyright Act, including, but not limited to, any of Plaintiffs' rights in any of the copyrighted works listed in Exhibit A;

(b) On the first claim for relief, an award to Plaintiffs of damages that Plaintiffs have sustained or will sustain by reason of Defendant's copyright infringement, and all profits derived by Defendant from such conduct, or in lieu thereof, should Plaintiffs so elect, such statutory damages as the Court shall deem proper as provided in 17 U.S.C. § 504(c), including damages for willful infringement for each act of copyright infringement;

(c) On the second claim for relief, preliminary and permanent injunctive relief enjoining Defendant Load 'N Go Video Inc. and all of its employees, officers, directors, agents, servants, affiliates, attorneys, successors, and assigns, and all those acting directly or indirectly in concert or participation with any of them, from violating Plaintiffs' rights under the Digital Millennium Copyright Act by circumventing CSS employed on DVDs containing Plaintiffs' copyrighted works, including but not limited to any of the copyrighted works listed in Exhibit A;

(d) On the second claim for relief, an award to Plaintiffs of damages that Plaintiffs have sustained or will sustain by reason of Defendant's violation of 17 U.S.C. § 1201(a)(1)(A), 1201(a)(2) and/or 1201(b), all profits derived by Defendant from such conduct, or in lieu thereof, should Plaintiffs so elect, such statutory damages as the Court shall deem proper as provided in 17 U.S.C. § 1203(c), including damages for each act of circumvention, device, product, component, offer or performance of service in violation of 17 U.S.C. § 1201(a)(1)(A), 1201(a)(2) and/or 1201(b);

(e) On both claims for relief, an order directing that Defendant file with the Court and serve upon counsel for Plaintiffs within thirty (30) days after the entry of such order or judgment, a report in writing and under oath setting forth in detail the manner and form in which Defendant has complied with the injunction;

(f) Plaintiffs' costs and reasonable attorneys' fees in accordance with 17 U.S.C. §§ 505 and/or 1203;

(g) Prejudgment and post-judgment interest; and

(h) All such further and additional relief, in law or in equity, to which Plaintiffs may be entitled or which the Court deems just and proper.

Dated: November 3, 2006

Respectfully submitted,

McDERMOTT WILL & EMERY LLP

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*\*Not yet admitted pro hac vice*

Attorneys for Plaintiffs

# **EXHIBIT A**

**EXHIBIT A**  
**ILLUSTRATIVE COPYRIGHT REGISTRATIONS**

| <u>Plaintiff Rights Holder</u>     | <u>Titles</u>  | <u>Copyright Nos.</u> |
|------------------------------------|--|-----------------------|
| Columbia Pictures Industries, Inc. | GROUNDHOG DAY  | PA 608-003            |
| Columbia TriStar Television, Inc.  | PILOT-Episode # 100<br>DAWSON'S CREEK Television Series          | PA 887-308            |
| Columbia TriStar Television, Inc.  | DANCE-Episode # 101<br>DAWSON'S CREEK Television Series          | PA 887-309            |
| Columbia TriStar Television, Inc.  | KISS-Episode # 102<br>DAWSON'S CREEK Television Series           | PA 887-310            |
| Columbia TriStar Television, Inc.  | DISCOVERY- Episode # 103<br>DAWSON'S CREEK Television Series     | PA 887-311            |
| Columbia TriStar Television, Inc.  | HURRICANE-Episode # 104<br>DAWSON'S CREEK Television Series      | PA 887-312            |
| Columbia TriStar Television, Inc.  | BABY-Episode # 105<br>DAWSON'S CREEK Television Series           | PA 887-313            |
| Columbia TriStar Television, Inc.  | DETENTION -Episode # 106<br>DAWSON'S CREEK Television Series     | PA 887-314            |
| Columbia TriStar Television, Inc.  | BOYFRIEND-Episode # 107<br>DAWSON'S CREEK Television Series      | PA 887-315            |
| Columbia TriStar Television, Inc.  | ROAD TRIP-Episode # 108<br>DAWSON'S CREEK Television Series      | PA 887-316            |
| Columbia TriStar Television, Inc.  | THE SCARE- Episode # 109<br>DAWSON'S CREEK Television Series     | PA 887-317            |
| Columbia TriStar Television, Inc.  | DOUBLE DATE-Episode # 110<br>DAWSON'S CREEK Television Series    | PA 887 318            |
| Columbia TriStar Television, Inc.  | BEAUTY CONTEST-Episode # 111<br>DAWSON'S CREEK Television Series | PA 887 319            |
| Columbia TriStar Television, Inc.  | DECISIONS-Episode # 112<br>DAWSON'S CREEK Television Series      | PA 887 320            |
| Disney Enterprises, Inc.           | MONSTERS, INC.   | PA 1-038-178          |
| Disney Enterprises, Inc.           | ALIAS "AUTHORIZED PERSONNEL ONLY" #401/402                       | PA 1-251-088          |
| Disney Enterprises, Inc.           | ALIAS "THE AWFUL TRUTH" #403                                     | PA 1-247-414          |
| Disney Enterprises, Inc.           | ALIAS "DETENTE" #404   | PA 1-251-092          |
| Disney Enterprises, Inc.           | ALIAS "ICE" #405   | PA 1-257-014          |
| Disney Enterprises, Inc.           | ALIAS "NOCTURNE" #406  | PA 1-268-193          |

**EXHIBIT A (continued)**  
**ILLUSTRATIVE COPYRIGHT REGISTRATIONS**

| <u>Plaintiff Rights Holder</u>   | <u>Titles</u>                           | <u>Copyright Nos.</u> |
|----------------------------------|---|-----------------------|
| Disney Enterprises, Inc.         | ALIAS "ECHOES" #407                     | PA 1-271-870          |
| Disney Enterprises, Inc.         | ALIAS "A MAN OF HIS WORD" #408          | PA 1-271-869          |
| Disney Enterprises, Inc.         | ALIAS "WELCOME TO LIBERTY VILLAGE" #409 | PA 1-268-194          |
| Disney Enterprises, Inc.         | ALIAS "THE INDEX" #410                  | PA 1-271-871          |
| Disney Enterprises, Inc.         | ALIAS "THE ROAD HOME" #411              | PA 1-265-856          |
| Disney Enterprises, Inc.         | ALIAS "THE ORPHAN" #412                 | PA 1-265-857          |
| Disney Enterprises, Inc.         | ALIAS "NIGHTINGALE" #413                | PA 1-268-267          |
| Disney Enterprises, Inc.         | ALIAS "PANDORA" #414                    | PA 1-271-882          |
| Disney Enterprises, Inc.         | ALIAS "ANOTHER MR. SLOANE" #415         | PA 1-271-883          |
| Disney Enterprises, Inc.         | ALIAS "TUESDAY" #416                    | PA 1-268-266          |
| Disney Enterprises, Inc.         | ALIAS "A CLEAN CONSCIENCE" #417         | PA 1-275-113          |
| Disney Enterprises, Inc.         | ALIAS "MIRAGE" #418                     | PA 1-275-114          |
| Disney Enterprises, Inc.         | ALIAS "IN DREAMS" #419                  | PA 1-218-625          |
| Disney Enterprises, Inc.         | ALIAS "THE DESCENT" #420                | PA 1-218-624          |
| Disney Enterprises, Inc.         | ALIAS "SEARCH AND RESCUE" #421          | Pa 1-218-623          |
| Disney Enterprises, Inc.         | ALIAS "BEFORE THE FLOOD" #422           | PA 1-218-622          |
| Paramount Pictures Corp.         | SCHOOL OF ROCK                          | PA 1-194-340          |
| Twentieth Century Fox Film Corp. | X-MEN                                   | PA 933-920            |
| Twentieth Century Fox Film Corp. | X2                                      | PA 1-121-307          |
| Twentieth Century Fox Film Corp. | 24 Series - PILOT Episode               | PA 1-048-405          |

**EXHIBIT A (continued)**  
**ILLUSTRATIVE COPYRIGHT REGISTRATIONS**

| <u>Plaintiff Rights Holder</u>   | <u>Titles</u>                               | <u>Copyright Nos.</u> |
|----------------------------------|---|-----------------------|
| Twentieth Century Fox Film Corp. | 24 Series - 9:00 P.M. – 10:00 P.M. Episode  | PA 1-078-778          |
| Twentieth Century Fox Film Corp. | 24 Series - 9:00 A.M. - 10:00 A.M. Episode  | PA 1-069-141          |
| Twentieth Century Fox Film Corp. | 24 Series - 8:00 P.M. - 9:00 P.M. Episode   | PA 1-078-575          |
| Twentieth Century Fox Film Corp. | 24 Series - 8:00 A.M. - 9:00 A.M. Episode   | PA 1-068-765          |
| Twentieth Century Fox Film Corp. | 24 Series - 7:00 P.M. - 8:00 P.M. Episode   | PA 1-078-530          |
| Twentieth Century Fox Film Corp. | 24 Series - 7:00 A.M. - 8:00 A.M. Episode   | PA 1-068-764          |
| Twentieth Century Fox Film Corp. | 24 Series - 6:00 P.M. - 7:00 P.M. Episode   | PA 1-078-777          |
| Twentieth Century Fox Film Corp. | 24 Series - 6:00 A.M. - 7:00 A.M. Episode   | PA 1-064-639          |
| Twentieth Century Fox Film Corp. | 24 Series - 5:00 P.M. - 6:00 P.M. Episode   | PA 1-069-345          |
| Twentieth Century Fox Film Corp. | 24 Series - 5:00 A.M. - 6:00 A.M. Episode   | PA 1-068-629          |
| Twentieth Century Fox Film Corp. | 24 Series - 4:00 P.M. - 5:00 P.M. Episode   | PA 1-069-344          |
| Twentieth Century Fox Film Corp. | 24 Series - 4:00 A.M. - 5:00 A.M. Episode   | PA 1-068-763          |
| Twentieth Century Fox Film Corp. | 24 Series - 3:00 P.M. - 4:00 P.M. Episode   | PA 1-069-343          |
| Twentieth Century Fox Film Corp. | 24 Series - 3:00 A.M. - 4:00 A.M. Episode   | PA 1-068-464          |
| Twentieth Century Fox Film Corp. | 24 Series - 2:00 P.M. - 3:00 P.M. Episode   | PA 1-069-342          |
| Twentieth Century Fox Film Corp. | 24 Series - 1:00 P.M. - 2:00 P.M. Episode   | PA 1-069-341          |
| Twentieth Century Fox Film Corp. | 24 Series - 12:00 P.M. – 1:00 P.M. Episode  | PA 1-069-340          |
| Twentieth Century Fox Film Corp. | 24 Series - 11:00 P.M. - 12:00 A.M. Episode | PA 1-085-078          |
| Twentieth Century Fox Film Corp. | 24 Series - 11:00 A.M. - 12:00 P.M. Episode | PA 1-069-143          |
| Twentieth Century Fox Film Corp. | 24 Series - 10:00 P.M. - 11:00 P.M. Episode | PA 1-078-927          |
| Twentieth Century Fox Film Corp. | 24 Series - 10:00 A.M. - 11:00 A.M. Episode | PA 1-069-142          |

**EXHIBIT A (continued)**  
**ILLUSTRATIVE COPYRIGHT REGISTRATIONS**

| <u>Plaintiff Rights Holder</u>          | <u>Titles</u>                         | <u>Copyright Nos.</u> |
|---|---------------------------------------|-----------------------|
| Universal City Studios Productions LLLP | The 40 Year Old Virgin                | 1-297-356             |
| Universal City Studios LLLP             | CONFESSION (LAW & ORDER)              | PA 523 045            |
| Universal City Studios LLLP             | THE WAGES OF LOVE (LAW & ORDER)       | PA 523 042            |
| Universal City Studios LLLP             | ARIA (LAW & ORDER)                    | PA 523 044            |
| Universal City Studios LLLP             | ASYLUM (LAW & ORDER)                  | PA 561 513            |
| Universal City Studios LLLP             | GOD BLESS THE CHILD (LAW & ORDER)     | PA 523 041            |
| Universal City Studios LLLP             | MISCONCEPTION (LAW & ORDER)           | PA 523 043            |
| Universal City Studios LLLP             | IN MEMORY OF . . . (LAW & ORDER)      | PA 556 292            |
| Universal City Studios LLLP             | OUT OF CONTROL (LAW & ORDER)          | PA 582 398            |
| Universal City Studios LLLP             | RENUNCIATION (LAW & ORDER)            | PA 556 902            |
| Universal City Studios LLLP             | HEAVEN (LAW & ORDER)                  | PA 556 904            |
| Universal City Studios LLLP             | HIS HOUR UPON THE STAGE (LAW & ORDER) | PA 556 900            |
| Universal City Studios LLLP             | STAR STRUCK (LAW & ORDER)             | PA 556 293            |
| Universal City Studios LLLP             | SEVERANCE (LAW & ORDER)               | PA 582 399            |
| Universal City Studios LLLP             | BLOOD IS THICKER. . . (LAW & ORDER)   | PA 574 188            |
| Universal City Studios LLLP             | TRUST (LAW & ORDER)                   | PA 556 901            |
| Universal City Studios LLLP             | VENGEANCE (LAW & ORDER)               | PA 556 903            |
| Universal City Studios LLLP             | SISTERS OF MERCY (LAW & ORDER)        | PA 574 189            |
| Universal City Studios LLLP             | CRADLE TO GRAVE (LAW & ORDER)         | PA 574 190            |
| Universal City Studios LLLP             | THE FERTILE FIELDS (LAW & ORDER)      | PA 573 352            |

**EXHIBIT A (continued)**  
**ILLUSTRATIVE COPYRIGHT REGISTRATIONS**

| <u>Plaintiff Rights Holder</u>  | <u>Titles</u>                            | <u>Copyright Nos.</u> |
|---------------------------------|--|-----------------------|
| Universal City Studios LLLP     | INTOLERANCE (LAW & ORDER)                | PA 573 351            |
| Universal City Studios LLLP     | SILENCE (LAW & ORDER)                    | PA 601 101            |
| Universal City Studios LLLP     | THE WORKING STIFF (LAW & ORDER)          | PA 601 100            |
| Warner Bros. Entertainment Inc. | THE GOONIES                              | PA 262 378            |
| Warner Bros. Entertainment Inc. | FRIENDS THE ONE AFTER 'I DO'             | PA 1-048-079          |
| Warner Bros. Entertainment Inc. | FRIENDS THE ONE WITH THE RED SWEATER     | PA 1-048-195          |
| Warner Bros. Entertainment Inc. | FRIENDS THE ONE WHERE RACHEL TELLS ROSS  | PA 1-048-196          |
| Warner Bros. Entertainment Inc. | FRIENDS THE ONE WITH THE VIDEOTAPE       | PA 1-048-198          |
| Warner Bros. Entertainment Inc. | FRIENDS THE ONE WITH RACHEL'S DATE       | PA 1-048-197          |
| Warner Bros. Entertainment Inc. | FRIENDS THE ONE WITH THE HALLOWEEN PARTY | PA 1-064-551          |
| Warner Bros. Entertainment Inc. | FRIENDS THE ONE WITH THE STAIN           | PA 1-064-552          |
| Warner Bros. Entertainment Inc. | FRIENDS THE ONE WITH THE STRIPPER        | PA 1-064-572          |
| Warner Bros. Entertainment Inc. | FRIENDS THE ONE WITH THE RUMOR           | PA 1-064-573          |
| Warner Bros. Entertainment Inc. | FRIENDS THE ONE WITH MONICA'S BOOTS      | PA 1-068-676          |
| Warner Bros. Entertainment Inc. | FRIENDS THE ONE WITH ROSS'S STEP FORWARD | PA 1-068-677          |
| Warner Bros. Entertainment Inc. | FRIENDS THE ONE WHERE JOEY DATES RACHEL  | PA 1-068-613          |

**EXHIBIT A (continued)**  
**ILLUSTRATIVE COPYRIGHT REGISTRATIONS**

| <u>Plaintiff Rights Holder</u>  | <u>Titles</u>                                     | <u>Copyright Nos.</u> |
|---------------------------------|---|-----------------------|
| Warner Bros. Entertainment Inc. | FRIENDS THE ONE WHERE CHANDLER TAKES A BATH       | PA 1-068-614          |
| Warner Bros. Entertainment Inc. | FRIENDS THE ONE WITH THE SECRET CLOSET            | PA 1-068-942          |
| Warner Bros. Entertainment Inc. | FRIENDS THE ONE WITH THE BIRTHING VIDEO           | PA 1-068-943          |
| Warner Bros. Entertainment Inc. | FRIENDS THE ONE WHERE JOEY TELLS RACHEL           | PA 1-079-280          |
| Warner Bros. Entertainment Inc. | FRIENDS THE ONE WITH THE TEA LEAVES               | PA 1-079-423          |
| Warner Bros. Entertainment Inc. | FRIENDS THE ONE IN MASSAPEQUA                     | PA 1-078-820          |
| Warner Bros. Entertainment Inc. | FRIENDS THE ONE WITH JOEY'S INTERVIEW             | PA 1-092-616          |
| Warner Bros. Entertainment Inc. | FRIENDS THE ONE WITH THE BABY SHOWER              | PA 1-078-890          |
| Warner Bros. Entertainment Inc. | FRIENDS THE ONE WITH THE COOKING CLASS            | PA 1-078-891          |
| Warner Bros. Entertainment Inc. | FRIENDS THE ONE WHERE RACHEL IS LATE              | PA 1-078-889          |
| Warner Bros. Entertainment Inc. | FRIENDS THE ONE WHERE RACHEL HAS A BABY - PART I  | PA 1-096-096          |
| Warner Bros. Entertainment Inc. | FRIENDS THE ONE WHERE RACHEL HAS A BABY - PART II | PA 1-096-093          |