

Exhibit A

COPYRIGHT ASSIGNMENT AGREEMENT

This Copyright Assignment Agreement is dated effective as of December 20, 2011, by and among Heartbreaker Digital LLC ("Assignor") and AF Holdings, LLC, a Nevis limited liability company ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, conveys and otherwise transfers to Assignee, and its respective successors, licensees, and assigns, all rights, title and interest worldwide in and to that certain work titled "Popular Demand" and associated with copyright registration number PA0001754383 (collectively the "Work") and all proprietary rights therein, including, without limitation, all copyrights, trademarks, design patents, trade secret rights, moral rights, and all contract and licensing rights, and all claims and causes of action of respect to any of the foregoing, whether now known or hereafter to become known. In the event Assignor has any right in the Work which cannot be assigned, Assignor agrees to waive enforcement worldwide of such right against Assignee, its distributors, and customers or, if necessary, exclusively license such right worldwide to Assignee. These rights may be assigned by Assignee.

2. Representations and Warranties. Assignor represents and warrants that: (a) the Work was created solely by Assignor, Assignor's full-time employees during the course of their employment, or independent contractors who assigned all right, title and interest in their work to Assignor; (b) Assignor is the owner of all rights, title and interest in the tangible forms of the Work and all intellectual property rights protecting them; (c) the Work and the intellectual property rights protecting them are free and clear of all encumbrances, including, without limitation, security interests, licenses, liens, charges or other restrictions; (d) the use, reproduction, distribution, or modification of the Work does not and will not violate the rights of any third parties in the Work including, but not limited to, trade secrets, publicity, privacy, copyrights, and patents; (e) the Work is not in the public domain, and (f) Assignor has full power and authority to make and enter into this Agreement. Assignor agrees to defend, indemnify, and hold harmless Assignee, its officers, directors and employees for any claims, suits or proceedings alleging breach of these warranties.

3. Entire Agreement. This Agreement constitutes the entire agreement between Assignor and Assignee with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, written or oral.

4. Modifications. This Agreement may be modified only by a written agreement signed by both Assignor and Assignee.

5. Governing Law. This Agreement shall be governed by and enforced in accordance with the State of California and the Ninth Circuit, without giving effect to any conflicts of laws principles.

6. Severability. If one or more provisions of this Agreement are held to be illegal or unenforceable under applicable law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms.

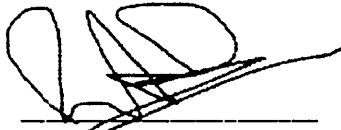
7. Assignment. Assignee may assign or otherwise transfer this Agreement without consent or notice.

8. Perfection. Assignors agree at the request and expense of Assignee to execute any documents or perform any actions which Assignee may request to perfect this assignment or otherwise implement this Agreement. Assignor agrees that this assignment may be submitted by Assignee to the United States Copyright Office to reflect the assignment.

9. Confidentiality. Neither party shall reveal the terms of this Agreement to any third party unless ordered to do so by a court of competent jurisdiction.

10. Jurisdiction. Each party agrees to submit to the exclusive personal jurisdiction and venue of the courts of the Island of Nevis with respect to any disputes arising hereunder.

Agreed and Accepted as of the first date written above.



Raymond Rogers, on behalf of:

Assignor
Heartbreaker Digital LLC



Alan Cooper, on behalf of:

Assignee
AF Holdings, LLC

Exhibit B

1 Brett L. Gibbs, Esq. (SBN 251000)
2 Steele Hansmeier PLLC.
3 38 Miller Avenue, #263
4 Mill Valley, CA 94941
5 415-325-5900
6 blgibbs@wefightpiracy.com

7 *Attorney for Petitioner*

8
9
10 IN THE UNITED STATES DISTRICT COURT FOR THE
11 EASTERN DISTRICT OF CALIFORNIA

12 In the Matter Of a Petition By)

13 INGENUITY13 LLC,)

No.

Judge:

14 **VERIFIED PETITION TO**
15 **PERPETUATE TESTIMONY**

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

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

1 name and serve the individual or individuals in an action with summons and complaint. The purpose
2 of this petition is to ascertain these identity or identities.

3 3. Petitioner seeks the name, address, telephone number, e-mail address and
4 Media Control Access number of each account holder associated with the Internet Protocol ("IP")
5 addresses listed on Exhibit B to this petition. Each of the IP addresses was identified by Petitioner's
6 agents as being associated with infringing activity on the corresponding dates and times listed on
7 Exhibit B. The reasons to perpetuate the testimony are multiple. First, without this information
8 Petitioner has no means to name and serve a complaint on the infringing parties. Second, on
9 information and belief, this information is destroyed in the regular course of business and will be
10 unavailable to Petitioner after it is destroyed. An example of an ISP's data retention policy is shown
11 as Exhibit C. Finally, under the Cable Communications Policy Act, 47 U.S.C. § 551(c)(2)(B), a court
12 order is necessary to discover an account holder's identity.

13 4. The names and addresses of the person or persons whom Petitioner expects to
14 be adverse parties are unknown to Petitioner. The individual or individuals responsible for infringing
15 Petitioner's works are known to Petitioner only by an IP address—a number that is assigned to
16 devices, such as computers, that are connected to the Internet. Petitioner used geolocation to trace
17 the IP addresses of the expected adverse party or parties to a point of origin within the State of
18 California.

19 5. The name and address of each responding party is set forth on Exhibit A to
20 this petition. Petitioner is seeking the name, address, telephone number, e-mail address and Media
21 Control Access number of each account holder associated with the Internet Protocol ("IP") addresses
22 listed on Exhibit B to this petition.

23 **FACTUAL ALLEGATIONS**

24 6. Petitioner is the owner of the copyright for the motion picture set forth in
25 Exhibit D to this petition.

26 7. As set forth below, Petitioner has actionable claims for direct and contributory
27 copyright infringement and a claim for civil conspiracy against the individual or individuals who
28

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

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

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

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

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

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

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

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

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

14. Once installed on a computer, the BitTorrent "Client" serves as the user's interface during the process of uploading and downloading data using the BitTorrent protocol.

C. The Initial Seed, Torrent and Tracker

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

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

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

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

6 **D. Torrent Sites**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 and

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

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

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

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

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

8
9
10 Respectfully Submitted,

11 Ingenuity13 LLC,

12 **DATED: October 28, 2011**

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

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

NOTARIZED VERIFICATION

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

DATED: October 28, 2011

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

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

DATED: October 28, 2011

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

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

Exhibit C

1

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

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

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

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

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

- (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

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

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

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

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

If to Landlord to: John Steele 21067 220th St McGrath, MN 56350

If to Tenant to:

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

SIGNED THIS 17TH OF NOVEMBER, 2006

Landlord: _____

John Steele, 21067 220th St. McGrath MN 56350.

Tenant: _____

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

Exhibit D

(Including its Exhibits A-F as Filed)

GODFREAD LAW FIRM, P.C.

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

November 29, 2012

Via ECF

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

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

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

Dear Judge Kyle and Judge Erickson:

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

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

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

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

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

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

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

Sincerely,



Paul Godfread

Exhibits

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

UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF COLUMBIA

AF HOLDINGS LLC,

Plaintiff,

v.

DOES 1 – 1058,

Defendants.

Case : 1:12-cv-00048

Judge : Hon. Beryl A. Howell

MOTION FOR PRO HAC VICE ADMISSION OF JOHN L. STEELE

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

Dated: April 20, 2012

Respectfully submitted,

By: /s/ Paul A. Duffy

Paul A. Duffy (D.C. Bar # IL0014)
Prenda Law Inc.
161 N. Clark Street, Suite 3200
Chicago, IL 60601
Telephone: (312) 880-9160
Facsimile: (312) 893-5677
Attorneys for Plaintiff,
AF Holdings LLC

Exhibit A
Pg 1 of 5

CERTIFICATE OF SERVICE

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

Dated: April 20, 2012

/s/ Paul A. Duffy

Paul A. Duffy

UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF COLUMBIA

AF HOLDINGS LLC,

Plaintiff,

v.

DOES 1 – 1058,

Defendants.

Case : 1:12-cv-00048

Judge : Hon. Beryl A. Howell

DECLARATION OF JOHN L. STEELE

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

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

2. My full name is John L. Steele.

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

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

5. I have not been disciplined by any bar.

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

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

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

Dated: April 20, 2012

/s/ John Steele

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

**UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF COLUMBIA**

AF HOLDINGS LLC,

Plaintiff,

v.

DOES 1 - 1058,

Defendants.

Case : 1:12-cv-00048

Judge : Hon. Beryl A. Howell

[PROPOSED] ORDER

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

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

Dated: April 20, 2012

Hon. Beryl A. Howell
United States District Court Judge

Exhibit A
Pg 5 of 5

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Whether you are looking for an advocate in a divorce proceeding, need help enforcing a child support order, want to know whether Chapter 7 or Chapter 13 bankruptcy is better for you, you need the advice and assistance of a skilled, experienced Illinois attorney to help you protect all of your legal rights.

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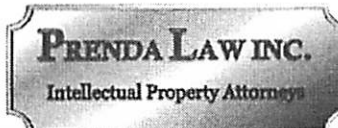
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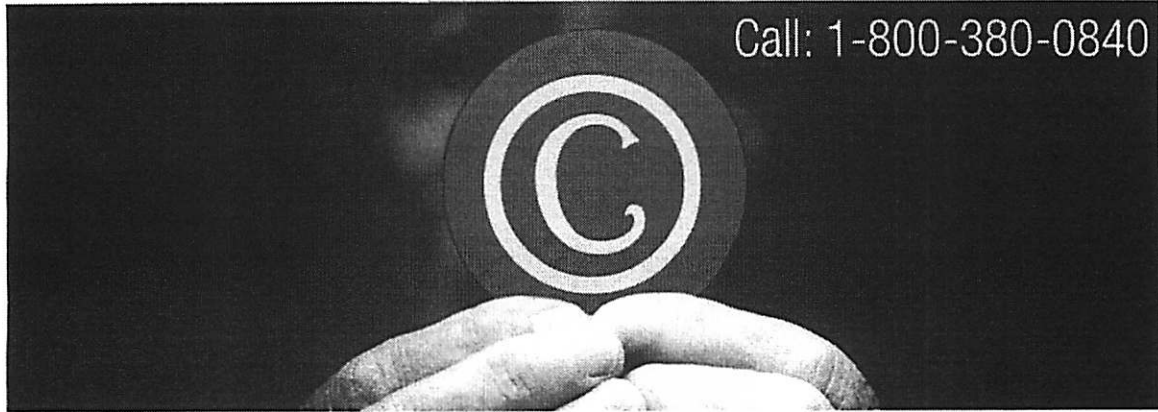
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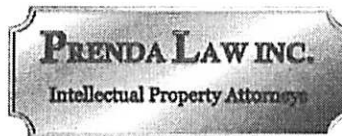
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- **Steele | Hansmeier Jun 19, 2010** Steele | Hansmeier PLLC is a law firm dedicated to eradicating digital piracy. We represent prominent content producers and commence legal action against individuals and businesses who steal our client's content.



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



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



- Steele | Hansmeier



- Combating Piracy in the Digital Age



- Preserving the Creative Arts



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About Us

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

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

Services

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

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

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

[top](#)

Due Diligence

Before investing substantial capital into the production and/or distribution of a creative work, a creative artist may wish to conduct a basic level of due diligence. For more information, visit web.archive.org/web/20110207181155/http://wefightpiracy.com/

Exhibit B
Pg 2 of 4

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

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

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

Protection Planning

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

Securing Copyrights

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

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

Enforcing Copyrights

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

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Latest News

Google fights piracy

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

Pixar's president discusses copyright laws

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

Robin Hood is the week's most pirated movie

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

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7 *Attorney for Petitioner*

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10 IN THE UNITED STATES DISTRICT COURT FOR THE
11
12 EASTERN DISTRICT OF CALIFORNIA
13
14

15 In the Matter Of a Petition By
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17 INGENUITY13 LLC,
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No.

Judge:

**VERIFIED PETITION TO
PERPETUATE TESTIMONY**

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

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

1 name and serve the individual or individuals in an action with summons and complaint. The purpose
2 of this petition is to ascertain these identity or identities.

3 3. Petitioner seeks the name, address, telephone number, e-mail address and
4 Media Control Access number of each account holder associated with the Internet Protocol ("IP")
5 addresses listed on Exhibit B to this petition. Each of the IP addresses was identified by Petitioner's
6 agents as being associated with infringing activity on the corresponding dates and times listed on
7 Exhibit B. The reasons to perpetuate the testimony are multiple. First, without this information
8 Petitioner has no means to name and serve a complaint on the infringing parties. Second, on
9 information and belief, this information is destroyed in the regular course of business and will be
10 unavailable to Petitioner after it is destroyed. An example of an ISP's data retention policy is shown
11 as Exhibit C. Finally, under the Cable Communications Policy Act, 47 U.S.C. § 551(c)(2)(B), a court
12 order is necessary to discover an account holder's identity.

13 4. The names and addresses of the person or persons whom Petitioner expects to
14 be adverse parties are unknown to Petitioner. The individual or individuals responsible for infringing
15 Petitioner's works are known to Petitioner only by an IP address—a number that is assigned to
16 devices, such as computers, that are connected to the Internet. Petitioner used geolocation to trace
17 the IP addresses of the expected adverse party or parties to a point of origin within the State of
18 California.

19 5. The name and address of each responding party is set forth on Exhibit A to
20 this petition. Petitioner is seeking the name, address, telephone number, e-mail address and Media
21 Control Access number of each account holder associated with the Internet Protocol ("IP") addresses
22 listed on Exhibit B to this petition.

23 **FACTUAL ALLEGATIONS**

24 6. Petitioner is the owner of the copyright for the motion picture set forth in
25 Exhibit D to this petition.

26 7. As set forth below, Petitioner has actionable claims for direct and contributory
27 copyright infringement and a claim for civil conspiracy against the individual or individuals who
28

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

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

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

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

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

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

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

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

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

14. Once installed on a computer, the BitTorrent "Client" serves as the user's interface during the process of uploading and downloading data using the BitTorrent protocol.

C. The Initial Seed, Torrent and Tracker

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

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

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

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

6 **D. Torrent Sites**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8
9
10 Respectfully Submitted,

11 Ingenuity13 LLC,

12 **DATED: October 28, 2011**

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

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20 *Attorney for Plaintiff*
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NOTARIZED VERIFICATION

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

DATED: October 28, 2011

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

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

DATED: October 28, 2011

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

Brett L. Gibbs, Esq. (SBN 251000)
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REGISTER OF ACTIONS

CASE No. 27-CV-12-17079

Guava LLC vs CenturyLink Inc

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

PARTY INFORMATION

Defendant CenturyLink Inc

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

Plaintiff Guava LLC

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

EVENTS & ORDERS OF THE COURT

OTHER EVENTS AND HEARINGS

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

FINANCIAL INFORMATION

Defendant CenturyLink Inc			
Total Financial Assessment			422.00
Total Payments and Credits			422.00
Balance Due as of 11/29/2012			0.00
09/25/2012	Transaction Assessment		322.00
09/25/2012	E-File Electronic Payment Receipt # EP27C-2012-12417	CenturyLink Inc	(322.00)
09/25/2012	Transaction Assessment		100.00
09/25/2012	E-File Electronic Payment Receipt # EP27C-2012-12420	CenturyLink Inc	(100.00)
Plaintiff Guava LLC			
Total Financial Assessment			622.00
Total Payments and Credits			622.00
Balance Due as of 11/29/2012			0.00
08/20/2012	Transaction Assessment		422.00
08/21/2012	Mail Payment Receipt # 1227-2012-19301	Prenda Law Inc	(422.00)
09/27/2012	Transaction Assessment		100.00
09/27/2012	E-File Electronic Payment Receipt # EP27C-2012-12743	Guava LLC	(100.00)
09/28/2012	Transaction Assessment		100.00
09/28/2012	E-File Electronic Payment Receipt # EP27C-2012-12816	Guava LLC	(100.00)

Exhibit F
 Pg 1 of 1