

HONORABLE THOMAS O. RICE

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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON**

ELF-MAN, LLC,

Plaintiff,

vs.

RYAN LAMBERSON,

Defendants.

No. 2:13-CV-00395-TOR

DECLARATION OF J.
CHRISTOPHER LYNCH IN
SUPPORT OF DEFENDANT'S
REPLY MEMORANDUM IN
SUPPORT OF HIS MOTION TO
COMPEL

I, J. Christopher Lynch, declare as follows:

1. I am over 18 years of age and am competent to testify. I make this declaration based on my own personal knowledge. I am one of the attorneys for Defendant, Ryan Lamberson (hereinafter, "Mr. Lamberson").

2. On June 17, 2014, I had a telephone conference with Mr. Lowe who had by then made an appearance in the case and moved for dismissal. I discussed that we would urge the Court to accept conditions of payment of attorneys' fees

DECLARATION OF J. CHRISTOPHER LYNCH
IN SUPPORT OF DEFENDANT'S REPLY
MEMORANDUM RE MOTION TO COMPEL - 1

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1 and costs on the dismissal and made an offer to resolve the case short of that
2 ruling. Mr. Lowe told me he had no authority to pay any monies to Mr. Lamberson
3 to resolve the case.

4 3. Anti-Piracy Management Company, LLC (“AMPC”) is incorporated
5 in California, but using the address of 400 Capitol Mall, 11th Floor, Sacramento,
6 CA 98514. That address belongs to the Weintraub Genshlea Chediak law firm. I
7 called the Weintraub law firm to inquire about APMC and the Sacramento address.
8 I was informed that the Weintraub law firm occupies the entire 11th floor of that
9 building. The law firm receptionist had no contact information or forwarding
10 information for APMC.

11 4. The Weintraub law firm has been a plaintiff’s attorney in other
12 BitTorrent cases, including *Camelot Distribution Group v. Does 1-5856* (not a
13 typo), in the Central District of California, Case No. 11-cv-01949. That matter
14 used Tobias Fieser as its witness wherein Mr. Fieser declared, ECF No. 22-1, that
15 he was the “Technical Administrator of IPP International UG.”

16 5. Mr. Fieser also testified in the Eastern District of Pennsylvania in
17 2013 in Case No. 2:12-cv-02078-MMB, ECF No. 205, where he testified
18 beginning at page 91 about his responsibilities at IPP in Germany. At page 97, Mr.
19 Fieser was asked:

20 Q: Did anyone else at IPP, Limited verify that the movies were
21 copies of Malibu Media’s works prior to filing the lawsuits?

22 A: Yes, Dan Macek also verified the movies.

1 At page 98, Mr. Fieser was asked:

2 Q: Okay. And for Malibu Media's works are you and Daniel the
3 only employees of IPP that verify that the originals and
4 BitTorrents are copies?

5 A: Yes.

6 A copy of these transcript pages are attached as Exhibit A. Note that
7 Mr. Fieser says nothing about his German colleague Mr. Macek working for
8 Crystal Bay Corporation of South Dakota as plaintiff has represented in
9 response to the Court's Order. ECF No. 31.

10 6. APMC has a direct financial interest in the outcome of this matter and
11 is a real party in interest as evidenced by the redacted Agreement provided in
12 discovery between APMC and Vision Films, Inc. Vision Films is Elf-Man, LLC's
13 assignee of exclusive rights in the movie *Elf-Man*. Plaintiff has never disclosed the
14 interests of APMC or Vision Films to the Court as part of its required corporate
15 disclosures under Fed. R. Civ. P. 7.1. For example, see Local Rule 3-16(a) of the
16 Central District of California which clarifies that the required Disclosure Statement
17 of Fed. R. Civ. P. 7.1 requires: "The Certification must disclose any persons,
18 associations of persons, firms, partnerships, corporations (including parent
19 corporations), or other entities other than the parties themselves known by the
20 party to have either: (i) a financial interest (of any kind) in the subject matter in
21 controversy or in a party to the proceeding; or (ii) any other interest that could be
22 substantially affected by the outcome of the proceeding." This makes sense
23 because the policy of Rule 7.1 is disclosure of the interested parties. Here, plaintiff

1 resisted even timely compliance with a Court order and avoided disclosing the
2 existence of APMC. It is my conclusion that APMC is the “plaintiff’s
3 representatives” with whom Ms. VanderMay is having her ethical dilemma.

4 7. Pursuant to the Court’s Order on February 27, 2014, ECF No. 31,
5 plaintiff did not produce the narrative explanation of the relationship of the
6 investigators within 14 days as required by LR 37.1(c). After repeated requests
7 from Mr. Lamberson’s counsel, Ms. VanderMay provided a narrative on April 14,
8 2014. On April 16, 2014, I wrote to plaintiff’s counsel asking for a truthful
9 explanation because the April 14, 2014, explanation was obviously implausible.
10 The explanation was obviously implausible because (among other reasons) it had
11 German-based APMC hiring Crystal Bay Corporation (“CBC”) on a termless,
12 paperless relationship, and that Crystal Bay Corporation somehow hired German
13 national Mr. Macek as “plaintiff’s primary investigator” on a monthly salary,
14 despite the fact that CBC was a delinquent South Dakota company with no assets,
15 no offices, and no authority to hire foreign workers. Plus, as seen above, Mr.
16 Macek apparently works for the German company IPP, Limited.

17 8. The explanation did include an April, 2012, agreement between
18 APMC and Vision Films that Ms. VanderMay said was part of the explanation.
19 That agreement is filed under seal separately but concurrently herewith, and is
20 designated as Exhibit B to this Declaration.

21 9. We provided this link to the Court with the Motion to Compel:

22 http://prezi.com/b_f7djco81ri/copy-ofthemanako123/?utm_campaign=share&utm_medium=copy

1 Attached hereto as Exhibit C is a true and correct copy of a transcript of this
2 presentation from the website. The presentation and transcript were authored by
3 Gerephil Molina and we have been unable to get Mr. Molina's cooperation as a
4 witness to authenticate the document, but it is an admission of APMC and is
5 submitted here to show the relevance of defendant's Second Set of Requests for
6 Production about APMC. I discovered the presentation by doing a Google search
7 using a combination of the terms "Patrick Achache, Daniel Macek, and APMC."

8 10. The transcript expressly mentions the role of Mr. Macek in dealing
9 with preparation of Declarations to use with the lawyers hired by APMC to present
10 to courts. There is no mention that Mr. Macek is somehow an employee of a South
11 Dakota company. Ex. C at p. 26.

12 11. This transcript is astonishing in its candor:

13 *"APMC stays in the background where they are invisible, but we are*
14 *the center (i.e. 'we make things happen.')*"

15 *"We bring the clients to the law firms. We manage their legal*
16 *strategy."*

17 *"A real life settlement is around \$2500 - \$7500."*

18 *"APMC's goal: the more individuals that can be contained within the*
19 *lawsuit, the more cost effective for the company."*

20 *"Contracts that don't need amending go straight to PA and Dan for*
21 *signing."*

22 *"The legal team will assist the lawyers/law firms with legal issues.*
23 *They will create the legal documents (i.e. the motion of expedited*
24 *discovery, demand and settlement agreement letter.)"*

"There's a separate document that goes with the complaint called a
"Motion for Expedited Discovery."

1 *“APMC always goes for statutory damages because of the range (\$2,500 to \$150,000.)”*

2 *“What are the relevant things to note on completing the 2nd document, or the Declaration or Affidavit. This is basically a statement that declares what the plaintiff is saying under oath.”*

3 *“BPO Cebu [Philippines] will be receiving these declarations from Daniel Macek.”*

4 *“This declaration supports motion for expedited discovery, or telling the judge we need this information now.”*

5 *“Paragraph 2 in regards to software consultant (i.e. he can talk about software issues) & we’re hoping the judge won’t question his qualifications too much.”*

6 Exhibit C at pp. 1, 2, 8, 12, 16, 19-20, 25, 26.

7
8
9 12. Given this astonishing revelation as to what the real relationship was
10 of plaintiff Elf-Man, LLC to its investigators, and given the discrepancies between
11 this exposé and the April 14, 2014, explanation given by Ms. VanderMay, I
12 prepared and served the Second Set of Request for Production asking for all
13 communications between (i) APMC and Elf-Man, LLC, (ii) APMC and Vision
14 Films, and (iii) APMC and counsel for Elf-Man, LLC.

15 13. On April 21, 2014, I shared the Prezi presentation with Ms.
16 VanderMay in advance of the service of the Second Set of Requests for Production
17 and asked her to explain if she had any privilege as to these inquiries. I received no
18 substantive response and Ms. VanderMay’s curt reply is found in my Declaration
19 to support this Motion to Compel.

20 14. The Motion to Compel explains the efforts I made with Ms.
21 VanderMay, Mr. Crowell, and Mr. Lowe to get an explanation of the seemingly
22

1 improper Certificate of Service (attached hereto as Exhibit D), as well as the
2 required privilege log and the documents themselves.

3 15. Mr. Lamberson's Motion to Compel provides this Certification and
4 my associated Declaration, ECF No. 58, explains my correspondence with Ms.
5 VanderMay, my 44 minute telephone conversation with Mr. Crowell, and my 66
6 minute conversation with Mr. Lowe – all of which were primarily about APMC
7 and plaintiff's continued efforts to hide the truth.

8 16. When the Motion was filed, I informed all three of these counsel that
9 LR 37.1(b) requires a report 14 days before the noted hearing to explain the current
10 state of the dispute. I offered a 10:00 a.m. time for the call and to file the report.
11 On the morning of the due date of the report, I wrote Mr. Lowe offering to hold the
12 call at 10:00 a.m. or 2:00 p.m., and I provided an advance copy of defendant's
13 position on the point. Mr. Lowe replied that he was too busy to talk, but he did
14 submit his part of the statement, which I compiled into the Joint Statement that was
15 timely filed on June 30, 2014.

16 17. My Declaration in support of this Motion to Compel, ECF No. 58,
17 explains my disbelief of the May 22 Certificate of Service of plaintiff's objections
18 that bears the May 28 postmark. Since I provided that Declaration, I have become
19 aware of another instance where Ms. VanderMay has blamed the USPS for late
20 mail delivery that had a potentially substantive effect on her case. In *Elf-Man v.*
21 *Does I-152* in the Western District of Washington, Case No. 2:13-cv-00507-RSL,
22 Judge Lasnik issued an Order to Show Cause and Quashing Subpoenas on May 9,

1 2013, ECF No. 10. That Order at page 3 orders: "Plaintiff shall refrain from any
2 further oral or written communications with defendant unless expressly approved
3 in advance." On June 26, 2013, defendant NaPat Tanamthai filed a notice with the
4 Court, ECF No. 28, attached hereto as Exhibit E stating under signature "This is
5 for the Court reviews. We received this from Plaintiff councils on 6/25/13." The
6 notice includes a demand letter from Ms. VanderMay's law firm demanding
7 \$7,500 from the defendant. Ms. VanderMay responded to the Court on June 28,
8 2013, ECF No. 29, attached hereto as Exhibit F. At page 2, Ms. VanderMay
9 blames the post office for the delivery of the document in violation of Judge
10 Lasnik's Order: "I confirmed with my office staff that the material we sent to
11 Napat Tanamthai and Brian March was sent out on May 6, 2013, and not at any
12 point thereafter. If in fact this material was delivered to the recipients on June 25,
13 2013, this resulted from the actions of the USPS, the recipients, or some other
14 party but not from any action taken by me." This is the same excuse used to
15 explain the substantive postmark fiasco in this case. Either Ms. VanderMay has a
16 bad postal delivery person, or else she finds it convenient to blame one federal
17 entity when trying to get a favor from another federal entity. She said it "was
18 beyond the pale" for me to challenge her word on the May 22 postmark issue, but I
19 feel my challenge is entirely justified.

20 //

21 //

22 //

23 DECLARATION OF J. CHRISTOPHER LYNCH
24 IN SUPPORT OF DEFENDANT'S REPLY
MEMORANDUM RE MOTION TO COMPEL - 8

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

3
4 DATED this 3rd day of July, 2014.

5 LEE & HAYES, PLLC

6 By: s/ J. Christopher Lynch

7 J. Christopher Lynch, WSBA #17462

8 Jeffrey R. Smith, WSBA #37460

9 Rhett V. Barney, WSBA #44764

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11 jeffreys@leehayes.com

12 rhettb@leehayes.com

13 *Counsel for Defendant Ryan Lamberson*

CERTIFICATE OF SERVICE

I hereby certify that on the 3rd day of July, 2014, I caused to be electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

David A. Lowe lowe@lowegrahamjones.com

LEE & HAYES, PLLC

By: s/ J. Christopher Lynch

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EXHIBIT A

DECLARATION OF J. CHRISTOPHER LYNCH
IN SUPPORT OF DEFENDANT'S REPLY
MEMORANDUM RE MOTION TO COMPEL - 11

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

MALIBU MEDIA, LLC,)	12-cv-2078
)	
Plaintiff,)	
)	
vs.)	
)	
JOHN DOES 1, 13 and BRIAN)	
WHITE,)	Philadelphia, PA
)	June 10, 2013
Defendants.)	9:28 a.m.

TRANSCRIPT OF BENCH TRIAL
BEFORE THE HONORABLE MICHAEL M. BAYLSON
UNITED STATES DISTRICT JUDGE

APPEARANCES:

For the Plaintiff:	CHRISTOPHER P. FIORE, ESQUIRE FIORE & BARKER LLC 425 Main Street - Suite 200 Harleysville, PA 19438
	MICHAEL KEITH LIPSCOMB, ESQUIRE LIPSCOMB HEISENBERG & BAKER PL 2 South Biscayne Boulevard Penthouse 3800 Miami, FL 33131
For the Defendants:	RONALD A. SMITH, ESQUIRE RONALD A. SMITH AND ASSOCIATES 1617 JFK Boulevard - Suite 1240 Philadelphia, PA 19103
White	
John Doe #1	LEONARD J. FRENCH, ESQUIRE THE LAW OFFICES OF LEONARD J. FRENCH 1022 Main Street Bethlehem, PA 18108
John Doe #13	A. JORDAN RUSHIE, ESQUIRE MULVIHILL & RUSHIE LLC 2424 East York Street Suite -316 Philadelphia, PA 19125

EXHIBIT C

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Proceedings recorded by electronic sound recording, transcript produced by transcription service.

Fieser - Direct (Fio)

97

1 A Yes.

2 Q How did you do that?

3 A I looked original movie on the -- I split my computer
4 screen into two parts. On the right side I have the original
5 movie from Malibu Media, and on the left side I have got the
6 copy as downloaded movie file from the BitTorrent network, and
7 then I checked if they are the same.

8 Q Did anyone else at IPP, Limited, verify that the movies
9 were copies of Malibu Media's works prior to filing the
10 lawsuits?

11 A Yes, Dan Macek also verified the movies.

12 Q Okay. That's Daniel Macek, M-A-C-E-K?

13 A Yes.

14 Q Okay. Why --

15 A C for -- C?

16 Q C, yes.

17 A Okay. Sorry.

18 Q Why did two of you do it?

19 A Because it's necessary.

20 Q Necessary from whom?

21 A The system, yes --

22 Q Okay.

23 A From the system of IPP.

24 Q Okay. So IPP requires at least two of you watch the
25 movies.

Fieser - Direct (Fio)

98

1 A Yes.

2 Q Okay. And for Malibu Media's works are you and Daniel
3 the only employees of IPP that verify that the originals and
4 the BitTorrents are copies?

5 A Yes.

6 Q In your -- one of your previous answers we talked about
7 your job responsibilities, and you said your second job
8 responsibility was to send the infringed work to your client
9 or to the client's law firm, correct?

10 A Correct.

11 Q How does that happen? Tell me how that works.

12 A The law firms contact me and say would be -- that I send
13 to them the data, the infringement data, and then I export it
14 from our database and send it to the law firms.

15 Q Okay. After you send it to the law firms, what happens
16 with regard to you next?

17 A The law firm send back me the declarations, and the
18 data -- infringement data divided per Doe, and then I checked
19 the data if they are correct, and if they are correct, I sign
20 the declarations.

21 Q So you get the declaration which is used to file the
22 motion for leave to serve third party subpoena.

23 You get the infringed data back from the law firm, and
24 you check all that against your company's saved data with
25 regard to each infringement.

SEALED

EXHIBIT B - SEPARATELY FILED UNDER SEAL

EXHIBIT C

DECLARATION OF J. CHRISTOPHER LYNCH
IN SUPPORT OF DEFENDANT'S REPLY
MEMORANDUM RE MOTION TO COMPEL - 29

Transcript of Copy of themanako123

What is APMC?

It's a company providing copyright monitor protection for clients.

What Services Do APMC Provide?

APMC offers full service, expedited copyrighting of your intellectual properties when there are judicial requirements.

Our proven technology can track, identify, and match copyright infringers to real people.

APMC will not hesitate to negotiate pre-court settlements or file a lawsuit against internet infringers.

APMC will give you the peace of mind you need today and tomorrow, in professionally protecting your copyright material.

APMC

APMC stays in the background where they are invisible, but we are the center (i.e., "we make things happen").

CLIENTS

LAWYERS

INFRINGERS

COURT

WHAT IS THE PURPOSE OF THE CEBU OFFICE?

HOW DO WE FIND THE INFRINGERS?

Internet Protocol (IP): The system of communication standards that ensures that data packets transmitted over the internet reach their intended destinations.

IP Address: The unique identifying number of a device connected to the internet.

Uniform Resource Locator (URL): The internet address assigned to a web document or resource by which it can be accessed by all web browsers.

File: A collection of related data packets treated as unit.

Hash Identifier: A 40 character alphanumeric string that forms a unique identifier of an encoded file.

Hypertext Transfer Protocol (HTTP): A system of communication standards that websites use to communicate with web browsers.

BitTorrent: A peer-to-peer file sharing protocol.

Swarm: A group of peers sharing a particular file (identified by its unique hash identifier). A swarm has two types of peers -- "leechers" and "seeds". It bears reiterating: to constitute a swarm all of the peers must be sharing the same file (identified by its unique hash identifier).

Peer: A BitTorrent user.

Initial Seeder: A BitTorrent user who first takes a particular file (such as a movie), breaks it into pieces, encodes the pieces with hash identifiers, creates a torrent file with the data about that file and its tracker, and makes the complete file available to other BitTorrent users.

Seed: A peer who downloaded a complete file and is uploading all of its pieces to other peers in

the swarm.

Leecher: A peer in the process of downloading the file from the other peers. As soon as a leecher downloads new content (a piece of the file), the leecher begins sharing its content with the other leechers in the swarm.

Piece: A one-quarter megabyte size part of a file being shared via BitTorrent (except for the last, smaller piece which is the size of the remainder of the file).

Tracker: A server containing an updated list of peers in swarm. It allows a peer to learn about other peers sharing a particular torrent and join the swarm.

BitTorrent index server: A server containing a list of .torrent files. Essentially a menu of available files, the BitTorrent index server is different from a tracker, which coordinated communication between peers seeking to download the content that the .torrent file describes.

Torrent file: The hub of the BitTorrent system, a torrent file is a small file containing the file name, the IP address of the tracker, the number of and size of the pieces, and the hash identifier unique to the pieces of that particular torrent file.

Structures of APMC

SALES

TEAM

How do we get a movie client?

* When a movie gets pirated, then APMC contacts the client to protect their copyrights by litigating the infringers.

Marketing

3 Ways to Approach a New Client

1. If client has been pirated.
2. Advertising (i.e., usabit.com or imdb.com)
3. Film Festival
1. Make the lawyers' lives easier.
3. Handle the data extraction process.
2. To assist with the client managements outsourcing

.

1. We bring the clients to the law firms.
2. We managed their legal strategy.
1. The courts will issue a subpoena for the infringers IP names and addresses.
1. Law firms deal with the infringers.
1. The purpose is to assist the law firms with their cases.

People illegally using software and distributing without the clients permission.

BPO Cebu

Reporting

2. The Lawyers' go to the court to obtain court orders in order to get disclosure of names and

addresses from the internet providers.

Sales Team task to find a pirated client:

www.usabit.com (i.e. how APMC finds pirated movies websites)

www.imdb.com (i.e. to find the rights holder)

www.isohunt.com (APMC pursues if the "seeders" are more than 100 seeds and a High Profile Client)

Lead Generation

APMC's 3-Step Approach

. Using www.usabit.com to research the following:

2. Look for a potential client based on APMC's territories (i.e., UK, Germany, Scandanavia, US, Canada, Australia, & Japan).

Obtain the name of APMC's preferred client (i.e., CEO, Managing Director, or Legal Advisor).

. Sent our emails to APMC's preferred client using group email (2-3 weeks before the film festival).

. Search for movie client information on www.imdb.com (i.e. detail information on producer names, addresses, contact numbers, and email addresses

. Create a schedule for APMC's sales agents giving 100% accurate information of (contact name, contact cell phone #, time of meeting, and location).

Chain of Delivery/Chain of Rights

Types of Clients

1. Production Client (i.e., they create the movie so they own the copyrights.). If they're too busy, then hire Sales Agents.

2. Sales Agents Clients (i.e., will use 1-3 more production companies to advertise their catalog of movie clients).

3. Distributor's client (i.e., the sales agents will sell the movie to distributors' of other countries).

Services

Contract

APMC requires the following 3 documents to begin process with a new client:

3 . Motion Certificate or Copyright Registration Certificate.

2 Anti-Piracy Service Agreement.

1. Corporate Disclosure Statement.

Newsletters

Data Gathering (Coordinated between the Sales & Document Production Admin Teams)

CRM (Podio)

Title Allocation Report (TAR Analysis)

Where is APMC's Core Business

APMC's core business is the U.S. (i.e., very sophisticated clients)

What is the Legal Process in the U.S.?

Each state has it's own legal system, so a lawyer in one state cannot issue proceedings in another

state.

What is APMC's problem of the U.S. legal system?

The end result is that APMC had to recruit many lawyers, which is too expensive.

How do we maintain a coherent litigation strategy to issue a claim?

You cannot do it without a substantial team behind you.

Is APMC the good guys or the bad guys?

For APMC's clients, lawyers, & courts, we are the good guys.

For the infringers, modern day hippies, opponent lawyers, Bit Torrent, Isohunt, Pirate Bay, etc., we are the bad guys.

APMC believes that we are the "good guys," because we're contributing to the economy (i.e., protecting jobs for producers, directors, sales agents, distribution, etc.)

What is APMC's ultimate goal toward the infringers?

To clamp down on the infringers to stop them of what their doing!!!

How will APMC deal & counter with the opponent lawyers?

APMC will create a Public Relations (PR) Cebu Team to create counter letters & other positive public relation advertisements to promote APMC's claim that we're contributing to the economy.

What is APMC's end result?

To spread the judgments far & wide in order to convince the courts (i.e. judges) that APMC is doing the right thing!

Sales Frequently Asked Questions (FAQ)

How do I start a case in court?

Step 1

You file a "Complaint Letter" document to explain the following:

- it tells the court what our grievance is.
- it tells the court someone has been stealing my copyrighted work without paying for it.

(This 1st step sets into motion the legal process)

Step 2

Create a "Motion for Expedited Discovery" document, which explains the following:

- this allows APMC to get the infringers ISP's names & addresses.

Why do we need these documents?

It tells a story to the judge & persuades him to grant an order, ordering the ISP's to provide APMC with the information so that we can persecute the infringers.

- BPO Cebu Office Role: to create steps 1 & 2 documents for the lawyers.

Step 3

When the order is granted, the ISP's are served with the order (i.e., the judge will demand the information from the ISP's & give to APMC).

Step 4

- BPO Cebu Office will be responsible for service process & produce the documents (i.e. a subpoena, or a request for a production of documents)

Step 5

- BPO Cebu Office will produce all of the information (i.e., step 1, 2, & 4 documents) into a neat packet for the lawyers.

- usually the period of reply is approximately 30 days.

- if after 30 days, there's no reply from the ISP infringers, the BPO Cebu Office will be chasing the ISP's, (i.e., we'll be preparing the chasers in the name of the lawyers & complaining to the ISP's why they haven't send the requested subpoena information).

Step 6

- once the BPO Cebu office receives all the ISP's names & addresses, a "Demand Letter" will be send out:

- saying to the "infringers" your internet connection was used to infringe, & here is a settlement offer stating (do you deny or contest this letter).

- BPO Cebu Office will produce this letter using Case Management Software (CMS), and this process is called "Subsequent Correspondence Management."

- Subsequent Correspondence Management is used to identify appropriate responses & draft response documents to the lawyers.

Step 7

- the BPO Cebu Office will produce settlement documents:

- settlements takes place when the infringers wish to settle.

- in order to wrap up the settlement, the BPO Cebu Office will produce a "Settlement Agreement" document, using CMS.

- finally, it will be sent to the lawyer to complete the process.

- this BPO Cebu Office roles of steps 1-5 will be a big help for our lawyers.

What does APMC do if any infringer(s) refuse to settle?

Steps for starting a case (Stage 2)

Step 1

BPO Cebu will put those infringers into a special database (i.e., Monitoring System 2)

Step 2

BPO Cebu will have someone analyzing the IP names & addresses.

Step 3

BPO Cebu will select suitable targets to litigate individually.

What is the difference between and individual and joint lawsuit

An individual lawsuit represents a single individual, where as a joint lawsuit involves more than

one person.

Regarding U.S. Legal System:

- In some states, APMC can only do individual cases, but in other states we can do both individual and joint lawsuits.
- The cost to file a lawsuit in the U.S. is usually \$400.
- Which lawsuit, individual or joint is more cost effective for APMC?

A joint lawsuit, because we only file the \$400 fee for one case, whereas an individual lawsuit has to file \$400 for every individual(i.e., it's expensive to file)

What are the early stages to prepare for an Individual Lawsuit?

Stage 1 - BPO Cebu Office will take a target approach in determining an individual lawsuit.

Stage 2 - APMC doesn't just file a lawsuit from any IP address they find.

Stage 3 - BPO... will conduct a due diligence or an investigated approach for an IP address

Stage 4 - BPO will determine who does it belong to.

Stage 5 - BPO will determine which ISP it is.

Stage 6 - BPO will determine what are the connected infringements in monitoring system 2 (i.e., can we find who's associated with that IP address).

- Monitoring system 2 allows APMC to profile individuals based on their download history

Stage 7 - Using the monitoring system 2, BPO... will select individuals who are wealthy and are likely to settle & put those in an individual lawsuit.

Steps for starting a case (Stage 1)

What are the tasks of the Document Production Admin Team?

Task 1:

- to complete a "Complaint Generation Letter" document for the lawyer (usually 10-12 pages).
- this is how APMC makes most of their money
- use "Book Mark Wizard" (i.e., predefined book marks)

Task 2:

- change the format (i.e., font, text, size, spacing, etc.) for lawyers needs or requests.
- based on U.S. territory rules & regulations

Task 3:

- perform any data entry and data import needed for the client.
- actual case management (input information using Abocado software templates)

Task 4:

- record or put replies over proper record keeping (i.e., call notes)

Task 5:

- send email, if no response after 7-10 days.

Task 6:

- assist with opponent council (i.e., an "infringer(s)" give the case to his/her lawyer)

Sometimes, a settlement, or payments (\$) will appear...

Task 7:

- create a "Settlement Agreement" document (i.e., the "infringer" will stop & APMC is comply with it).

Task 8:

- create a "Dismissal Final" document (i.e., send to lawyer, & he will submit it to the court to communicate the case is settled).

Task 9:

- APMC may have BPO Cebu Ofc. complete & send out a Digital Millennium Copyright Act (DMCA).

- also complete the YouTube Content ID statement.

What is BPO Cebu Office's Core Business?

The BPO Cebu Office will make our outsourcing program a lot more attractive for lawyers, because we'll be doing a lot of the work for them.

The BPO Cebu Office doesn't actually require highly skilled lawyers, to do a lot of the work.

The BPO Cebu Office will be doing all of the document production for the lawyers.

What kind of copyrights does APMC focus on?

APMC focuses on movie rights.

How is this accomplished?

The Sales Agents divide the copyrights into 2 different ways:

1. Give someone a license (i.e., an "Exclusive License" only done in an exclusive territory).

- the license allows you to distribute for a specific time period (i.e., 5 years).
- APMC can only enforce "exclusive" copyrights written in the client's copyright document.
- APMC cannot enforce, if the word "exclusive" is not written in the client's copyright document.
- Option: APMC may attempt to gather all of the copywriters, but it's too expensive for APMC.
- if it is a "distributor copyright," then it has to be "exclusive copyright."

2. Give someone an assignment

- this assignment is a sale for the rights of an individual or company to keep the copyrights.

What is the difference between a copyright license and copyright assignment?

A copyright license allows you to distribute the movie for a certain time period, whereas, a copyright assignment allows an individual or a company the right to keep the copyright.

Important Note: APMC cannot file a lawsuit, if the client does not own the copyrights of the movie!!!

What are the essential functions of the Case Management System (CMS) development team?

- they provide 1st level support for all other departments regarding information technology issues (i.e., the IT team is here to make life easier).
- they provide all other departments with adaptability & ease of APMC's various IT software.

- they provide "change management" issues (i.e., tracking incidents, problems, requests, error handling, etc.).
- assist the Document Production Admin team with 1st level support (i.e., basic errors).
- they provide data base management for every unique APMC's lawyer firm data base given to APMC (i.e., backup, permission, & user management).
- they develop other tools in addition to CMS (i.e. Administration tools). - i.e., infringement over ebay

What are the functions of the LEGAL team?

- assist with the lawyers & law firms (i.e., consulting).
 - make basic status calls (BPO Cebu Ofc.) to keep the relationship alive & consistent.
 - diagnose problems and issues.
 - offer solutions.
 - perform "front office" duties (i.e., like Client Management)
 - perform "ad hoc" work (performed mainly by Dan Miller).
-
- responsible for exploring new territories.
 - finalize the initial sales team deals with new client (i.e., the legal and sales teams coordinate together to complete the process).

How Do We Start a Lawsuit in the US?

- We let the court know that you have a complaint.
- APMC only deals with Civil Cases (that only need 50% of evidence to prove guilty).
- APMC does not deal with Criminal Cases (that require 100% of evidence to prove guilty).
- the 1st document that we send out is the Complaint Letter:
- it sets out the grounds of what I'm complaining about.
- it reveals the remedies that we're after (i.e., damages, injunctions...)

What is a Prohibitory Injunction?

An injunction that stops someone from doing something else.

What is APMC's role with the Prohibitory Injunction?

- APMC is trying to get enough injunctions against a particular Bit Torrent swarm infringers.
- Usually, most infringers settle & turn off their Bit Torrent & stop distributing our client's copyrights work.
- this gradually reduce the members within swarm.
- once you get to a certain stage, the swarm stops being efficient.

What are damages (in legal terms)?

It's compensation for the client (i.e., to pay lawyers & other 3rd parties)

a willful infringement ranging from \$2,500 - \$150,000 (for an act of copyright infringement).

What are statutory damages?

A real life settlement is around & \$2,500 - \$7,500.

- most of the work related communication will take place on Podio.
- helps APMC to structure workspace (i.e., it will give a specific group of people a task to function a common goal).
- assists with the tracking of work tasks, either specific steps, progress, or completion of documents.
- helps everything to be in the right section or workspace.

3. Podio Task Tutorial

- many categories, such as "My Tasks," "My Delegated Tasks," "My Completed Tasks."
- a task can be created by clicking the "Assign Task" button.
- Podio tasks are conceptualize on what I'm working on.
- Podio allows others to see what the task is about & how it fits in with the whole project.
- can be used to send "emails" as "tasks."
- labels can be added to tasks (i.e. as a timesaver).
- can also be used via a cell phone for those "on the go."
- my PODIO tasks can be grouped by "Due Date."

4. PODIO (How Work APPS are Built)?

- when you build an APP space on PODIO, everyone can use it.
- the simplest way to start an APP is to think of the structure of an APP similar to an Excel Spreadsheet.
- the PODIO "building blocks" are like the "columns" for an Excel spreadsheet.
- the PODIO "items" are like the "rows" for an Excel spreadsheet.
- categories can be created on an APP, such as (Not Started, Working On, & Complete)
- on the bottom of the APP shows how your APP will look & how other people can interact with the APP.
- the APP function has "Advanced Settings," explaining how you want your APP to appear.
- eliminates frequent email use.
- the APP can filter to give me specific information.
- PODIO allows me to link APPs together by clicking the "Modify APP" button.
- APPS can be used to get everything down in the project (i.e., to see the big picture).
- Multiple APPS can work together to get work production done in a more efficient & effective manner.
- is a social network (i.e., Facebook), but it is for "In-House"
- allows APMC to organize, communicate, & get work done.

1. Basic Information of Podio

- has building APPS or existing APPS, and free APPS which can be created (Note: APMC wants everyone to know the basics for APP building).
- is very flexible, manages people, charts, task manager.
- no programming needed, it is very user friendly.
- allows APMC to make improvements or suggestions.

- organize taxes, work space, etc.
- APMC NEW POLICY WANTS EVERYTHING DONE ON PODIO TO MAKE THE WORK PROCESS TRANSPARENT.

2. Podio Introduction Video

7. Other Podio Tutorials (See YouTube videos)

How to Share a File?

The file can be uploaded directly to a Podio workspace or APP.

How to Setup a Web Form Feature?

- ISP addresses
- Names & addresses of individuals
- Notes to customize within the settlement agreement (i.e., outside of the standard law firms template)
- the web form assists in interacting with the clients.
- Also can send a link form (i.e., Podio can assist in creating a URL illustrating:
- Whenever you want a settlement agreement form, please "Fill-in" the information using the Podio web form.

- Podio allows me to create a report for a specific field (i.e., Recruitment for IT technicians only).
- To identify the filer, look for the "funnel cloud" icon on the top of the screen.
- Podio can also be used to filter specific fields for statistical data information.
- Podio can also assist with various APMC documents that BPO Cebu Office will deal with on a daily basis.

5. PODIO Filter Tutorial

1. (FileName)(Date)(Version#) for example: WhiteCompanyComplaint011013V1
 2. The date should be the last edited date and the version should be the most recent version.
 3. No spaces between the file name and no dot (.) in the file name.
 4. Do not change or "rename" file names, just change the version #.
 5. Use the "comment field" for any additional information (i.e., "this is a rough draft red line version, do not use").
 6. Everytime a document is revised, especially on the same day, change to version (i.e. V1, V2, V3, V4, ...)
6. Podio (How to Store Documents Tutorial)
- When a document is posted, it's very important that the document get's posted in the right workspace & APP.
 - Whenever a document is revised, APMC requires the following filing and version format:

What are the steps to change a document on Podio?

1. Pull the document out of Podio.

2. Make the necessary revisions.
3. Save the revised document the with the latest version# (i.e, V3).
4. Put the revised document back into Podio.

i.e., if a new US lawyer represents a new territory for a movie client, then the BPO Cebu Office can use Podio client files to:

For each movie section, there will be a section showing client information, such as:

- Name of client
- Title of the movie
- Territory claims of which rights the client has the rights to (i.e., you can click on Podio the different territories the client has)
- Comment section: if BPO Cebu Office has any comments or questions about the client.
- Document files consisting of:

1. Client Chain of Title

BPO Cebu Office needs to check if it is "complete" or "incomplete."

The client will have a chain of title when they have the following completed documents:

1. Anti-Piracy Contract Agreement
2. The Motion Certificate or Copyright Registration Certificate
2. Client Copyright Registration Certificate
- This proves whether or not this movie has a registered copyright, (i.e., with the US copyright office).
- This proves that our client is the sole copyright owner, so the opponent will have prove that the client is not the owner.
- APMC only works for clients who have a valid copyright registration certificate.
- If the client is high profile, & the movie is highly pirated, but they don't have a certificate, then APMC will obtain this document & send to the client to complete the steps to get this certificate in order to enforce.
3. Anti-piracy Contract (i.e., who has the rights, the territory, terms, etc.)

3. Corporate Disclosure Statement - What's the meaning of this document?

- It reveals which parties are interested in the lawsuit.
- It goes into details of the ownership structure of the Production Company.

If a client asks, "Why do you need this document?" just use the Podio Sales Q & A to give them the answer.

Note: If APMC doesn't receive it in a reasonable time, i.e. 10-14 days, contact to follow-up with the client.

What's the reason of a Corporate Disclosure Statement?

- 1. It's one of the required documents that sets down in the Federal Procedure Rules.**
- 2. It allows the judge to view the document to avoid any conflict of interests, of whether he'll take the case or not.**

Other important tasks regarding APMC client contract information using Podio:

- **Check the distribution agreement on Podio to confirm the specific US territories.**
- **In the "Comment Section," we will find a basic analysis of the chain of title to confirm that it's all OK**
- **Sent out confirmation to the lawyer (i.e., all of the Podio information, such as the movie client, distribution agreement, & comment section analysis)**
- **This is BPO Cebu Office's work, please confirm it, yourself.**

The sales team has to identify the potential clients they want to meet.

2. Look for a potential clients based on APMC's territories (i.e., UK, Germany, Scandinavia, US, Canada, Australia, & Japan).

For APMC, send personalize emails to potential clients, so that they know about APMC anti-piracy assistance.

Telling them Patrick & Dan from APMC will attend the film festival.

Telling them if they would like to meet.

Confirm the phone number (i.e., cellphone)

Use email tools, such as group mail, or mail chimp to sent out massive emails at one time.

Using group email (2-3 weeks before the film festival).

Wait for the Email Replies

Usually follow-up within 7-14 days.

If no reply, say, "We still haven't gotten a reply?"

If we're getting in replies, then create a schedule for Patrick & Dan.

5. Create a schedule for APMC's sales agents giving 100% accurate information of the following:

1. The name of company, film, or production company.
2. The name of the person representing the potential client.
3. The person's contact phone number (i.e., it's best to use the cell phone number due to different time zones).
4. the time of the scheduled meeting (i.e., date & time).
5. the location to meet (i.e., the hotel's conference room name & room number).

Note: to save time, use the old film festival template & just update the new client information.

Stage - This allows APMC to get the return on their investment (i.e., the \$400 costs involved to file for every individual lawsuit).

- APMC's goal: the more individuals that can be contained within the lawsuit, the more cost effective for the company.
- BPO Cebu office can handle individual lawsuits with multiple filing documents (i.e., 50 individual documents to control effective costs).

- this is the ultimate aim of an injunction.
- is one of the big things the BPO Cebu Office will be using.

Overview on Podio Training

Podio is APMC's collaboration tool

All of the Sales Team procedures is reflected on Podio.

You can set up a quick task or assign a task to anyone to be completed today, tomorrow, or whenever you specify to task completion.

With Podio, we can attach files, such as Word doc, PDF, Adobe, either by "drag & drop," or the open a file to attach.

It's important to always attach the right workspace on Podio (i.e., Employee Network, CRM, Internet/HR,...).

We can share it with other employees or keep it private.

We can create a reminder, if the date is in the future.

Usually, APMC requires a very detailed task description, so that all colleagues can quickly understand all the relevant details or facts about the task.

Podio has many workspace or categories on the left side, such as (Employee Network, Abocado, CRM, DMCA, & Internet/HR).

The APPS will appear on the top or bottom on the Podio page.

Podio has filter possibilities, where you want to see only specific information (i.e., Canada only, or the Pacific territory section of the US).

Podio basically removes email to make communication more time effective & eliminates miscommunication of sending emails back & forth. Podio can do it in 1 step.

Whenever we encounter problems or bugs, it's important that we give as much information as possible, so that the IT Team can quickly determine & fix the problem.

For example, give the Abocado version, which module was I using, when did it happen (date), the steps leading to my bug or error, & we provide screenshots of the error messages.

Regarding screenshots: there's a tool which is more effective, (i.e., taking a video of the error message from the computer screen).

This allows the IT Team to see exactly what occurred, or the steps that triggered the error message.

It's important to provide detail or specific information of the clients for you & coworkers.

Podio Information for CRM Tool

In the future for APMC, www.usabit.com information no longer gets inserted in a Word document, but rather, on a Podio APP. Why?

The reason is that APMC already has the lead on the APP in Podio.

The CRM APP is the database that is storing all the clients.

There will be CRM tasks for an individual or the team that need to be completed (i.e., Angel

complete the report...).

The CRM has many categories or APPS on the top of the Podio page (i.e., Activity, Address Book, Clients, Movies, Communication, Leads, Deals, Partners, Sales Q & A, Templates, and Add an APP).

Each of APMC client has their movie in the "Movie APP" file.

What's the difference between "Clients" and "Movies?"

Answer: Each movie requires all of the requested paperwork or documents (i.e., the chain of title documents), whereas the client APP gives client contact information, such as names, addresses, phone numbers, territory, etc.

What's the difference between "Clients" and "Leads?"

Answer: A client is already working with APMC with a signed contract, whereas a lead is a potential client with no signed contract to date.

When APMC does a lead with a potential client, the perfect deal would be when the client immediately works with APMC & gives all required documents promptly.

In the real world, every potential client has many questions, concerns, or issues, so the Podio CRM has a category or APP called, Sales Q & A, where there are many answers already in the Podio database for the Sales Team to consistently use to give a response to potential clients.

Podio Information on How to Build an APP

We can add an APP to do a www.usabit.com check

There are 2 ways to build an APP: (look for the command on the right-hand side of the Podio screen).

1. Can go the APP Market where they have predefined APPS (i.e., already built in APPS to give me suggestions on possibly choosing one), or
2. We can go the the "Build a New APP" section to create my own APP.

To build one from scratch or create a new APP i.e., usabit APP, do the following steps:

1. Create a task (i.e., on a daily basis, we go on this website).
2. Once on www.usabit.com, when we see a movie being pirated, so we gather the information that is needed for the APP
3. To find out more information about the movie client, we search on www.imdb.com

How Can Podio Be Used to Track Copyright Documents?

- for that movie, Podio will assist in knowing who the client is, by clicking the sales agents or movies icons

APMC uploads the documents so that they can be accessible at anytime.

4. We gather the information & input it on a Word document, (i.e., title of the movie, the rightsholder, the contact details, the production company, information about the downloaded website, and the imdb web link).
5. We create a "text box" APP for the movie (i.e., label it "title of the movie").
6. Use a "symbol" (i.e., \$) to identify what the APP icon will look like.
7. Next, we need another text box to create (i.e., "name of the rightsholder", using a single line of

text for a few words)

It's best to put the rightsholders in the "Address Book APP," so that the www.usabit.com folder can link back to the rightsholder

Reason: this allows us to know that we contacted the movie client (i.e., about your other 5 movies that been pirated, here's your 6th movie being pirated, "do you not care?"

8. Another text box for the "contact details"

9. Another text box for the "production company"

10. Another text box for the "downloaded website link"

11. Another text box for the "imdb link"

12. Create a category field box for the email (i.e., "Respond" "No Response").

This helps us to extract the information & load it into the mail check.

13. Create another category field, (i.e., "Not Interested" "Interested").

The reason for 2 categories is so that we will know what we'll going to be following up on.

14. Another text box called, "Interested," with the text, "Yes/No" (i.e. set the field for only "one choice")

15. Create an image box (i.e., from the image from the website).

16. Create a notes box on the very bottom of the APP (i.e., any relevant notes pertaining to the client).

17. Steps 5 to 16 should be "required fields"

18. The end result looks like a form, where we can input all the required information.

19. IMPORTANT: To put it in the right section or workspace (i.e., CRM, not Internet/HR).

Other Important Podio APPS

The Internet/HR APP

Information RE: Section 512(c)(3)(a)(i.) to (vi) and procedures to report copyright infringement:

What are the 5 Steps in Preparing for Film Festivals

Film Festivals

What is APMC's Marketing 3rd Approach of Getting New Clients?

1. The Sales Team gets an exhibitor's list of 100 companies attending the film festival market.

Some clients won't be suitable for APMC based on company profile, territory, etc.

The BPO Sales Team will learn based on experience which film festival clients would be the best suitable for APMC.

The Sales Team should not select potential clients in territories that APMC don't do, such as Russia, Brazil, China, Spain, Mexico, etc.

3. Obtain the name of APMC's preferred client

Get the name in the preferred company (i.e., CEO, Managing Director, or Legal Advisor).

Create an Excel spreadsheet for potential clients with names, addresses, phone numbers, schedule availability, etc.

For existing clients, APMC already has the contact names, addresses, phone numbers, etc., so we don't have to input on Excel spreadsheet.

4. Sent our emails to APMC's preferred client telling them:

The purpose of the email is to request for a meeting and to discuss APMC's program.

How to Export Data (i.e., drag & drop)

YouTube Anti-Piracy Procedures

Who in this chain of rights is suffering from piracy?

Usually, the production company & sales agents work closely together for efficient distribution of their movies.

If a sales agent sell the rights of a movie to a distribution company that's not our client and the production company is not our client, then APMC cannot enforce those rights.

If the sales agent is able to persuade the production company or the distribution to join APMC, then APMC can do business, because the copyright are in APMC control.

Possible gray area (i.e., if a sales agent says, "We have that right," APMC doesn't pursue because of huge fights in the courts of assertion of rights).

APMC focuses on rights of a production & distribution company to go for the copyright itself.

Contracts that don't need amending, go straight to PA or Dan for signing.

Contracts that need amending, need changed text (i.e., Word Doc Track Changes) for PA or Dan can quickly scan, approve, & sign.

It's important to know exactly who is the actual client is??? (i.e., the Conjuring's producers, sales agents, or distributors)

Store the data in the client relation management (CRM).

APMC is focusing on high-profile clients (i.e., who are wealthy & likely to settle).

Use Abocabo and Podio to complete the reporting process.

If a client asks you a specific question, the BPO Cebu Office can give them a consistent reply (i.e., the answers will be the same for all BPO Cebu staff)

BPO Cebu Office will use Podio's Sales Q & A APP.

Purpose: Consistent replies & consistent FAQ's when communicating with potential clients.

1. The Recovery Program - to do the data monitoring to find the infringer(s)

- Deliver to the law firms

- Keep track of the law firms

2. The Digital Millennium Copyright Act (DMCA) - a letter to send to a particular website, (i.e., youtube) to take down our client's content from that site

It's an Excel spreadsheet.

It's circulated by email.

Usually 2 different reports

- a World wide report

- a US report

The results that the data gathering team gives back.

It basically shows a list of clients representing the following:

- the rightsholder
- the title
- the title ID
- start date
- end date

The figures (i.e., the # of infringers for a particular movie title) for the US in (total).

How does TAR analysis assist APMC?

It shows the total # of infringers of each movie (in descending order)

It helps APMC know which movie is being most pirated per country, state, territory, or district.

It allows an assessment to determine if APMC has the rights for this movie based on the specific territory.

It allows APMC to decide which department or team gets specific data to be allocated to complete submitting to the lawyers.

It shows the list of the lawyers & where they have jurisdiction based on the specific US territories.

Check the "chain of title," to make sure APMC has the rights to proceed.

Then, draw down into the detains, using the Abocado software.

What are the tests that APMC performs to decide whether or not we proceed with the title? (i.e., the "Chain of Title" steps)

1. Does APMC have the rights?
2. Does APMC have the lawyer? (i.e., in the right state to license to practice where APMC wants to file).
3. Does APMC have the sufficient number of infringers in a particular swarm?

NOTE: These are the 3 things to think about, when APMC says it's time for a "data drop" to the lawyers (i.e., usually data drop delivered every 2 weeks).

How do we find a list of lawyers?

1. Go to Podio
2. Click USA APP
3. Click Attorneys APP (i.e., it's a reference field for all of APMC's attorneys)
4. It's sorted by US territories.

NOTE: I need to make sure I include all the relevant contacts (i.e., lawyers & assistant lawyer within the law firm) email information for each. Why?

Podio shows or lists all the key people I need to send the data to.

NOTE: Check the "Comment Section," & click the "Territory Comment Section" to get additional information.

Why might Podio show that a lawyer is retired?

A lawyer may be retired because possibly the district or the territory doesn't like multiple paperwork of joint lawsuits.

20. The Manager or whoever created the APP can assign a task to different team members to complete each part of the APP create (i.e, Angel find a movie; Rhea find more information on www.imdb.com; Ken to find contact details,...)

- i.e., if I want to take a leave of absence

Use the Vacation APP, when I want to take some leave.

Use the Absence APP, when I'm sick.

The Procedures APP

That's were the Staff Handbook will be stored

Other Important Podio Information

Podio suggests to create a "daily task," not long-term tasks.

The reason: there should be "actions" in the tasks to be completed.

Just create a "task" for the daily action or short-term to be completed for an individual or groups of people.

IMPORTANT: Any import/export of Excel, needs to be completed by an IT Team person (i.e. Charity).

Podio has a "Calendar" APP to organize important meetings, tasks, etc. to be completed in the future.

Podio has a "TAR Analysis" APP for information regarding title allocation report & other analysis information.

Podio allows you to customize any APP or category in the home screen (i.e., according to any APP that you access regularly.

Anything a team member wants to create, should create a "Test WorkSpace" APP (i.e., just PRIVATE for myself) in developing a new APP.

- but before it goes "live" (i.e., everyone can see it, team members, clients, lawyers, etc.), we need to get it approved by the manager Tom.

To bring people into conversations, we select them to join in the task or project.

Tip: don't invite people into conversations who don't really belong to the task.

Tasks in a workspace can be "Public," but also some can be "Private," (i.e, just between 2 team members).

Another useful tool is the "Labels" (i.e., label your tasks with a specific marker to highlight an "urgent task").

It's a good way to checking off your daily task list (i.e., a bucket list) to see what was completed, not completed, etc.

For short-term things to be completed, it's best to create a "task" on Podio.

For long-term projects to be completed say, in 6 months, it's best to create an "APP" on Podio.

On Podio, we can do a "Video Call" to talk with someone.

Podio give us a real easy way of extracting data (i.e., an Excel spreadsheet), use the "Import/Export" button.

For confidentiality reasons, not every APP will be available for all team members, only those to

who it directly effects their job tasks.

- Search for movie clients no earlier than the year 2000.
- Scan about 5 pages & make notes of the client.

APMC focuses on rights of a production & distribution to go for the copyright itself.

- CRM is process tool that BPO Cebu Office will use to do the sales process.
- CRM is on Podio & has template contract agreements.
- CRM has a template library showing sample contract agreements.

Once we have the exact client information, we send it over to the lawyers.

How do you send data gathering information to a law firm?

The Sales team involves the Document Production Admin Team who has to read it, revise it, using Book marks, to make sure everything is correct.

Next, we organize all the data information into a neat packet and send to the lawyers/law firms.

Then, we store all the data gathering information into our own management system (i.e. Abocado)

To check how our asset is doing, we can use public data bases (i.e., rfcexpress.com or pacer.com) to confirm how our asset is proceeding in the courts.

Also, after 7-14 days, if no email reply from the lawyer/law firm, then we contact them to check the status of our asset. (i.e., by phone or reminder letter).

Eventually, the lawyer corresponds to APMC that the court has responded with our documents (i.e., subpoenas).

Then, the lawyers get the ISP names & addresses & compiles it into paper data (i.e., spreadsheets).

APMC collects this information & puts it into our CMS.

Next, APMC generates the letter & gives it back to the lawyer to double check the quality standard of the document & sends out the letter to the infringer(s).

In real time, when the lawyer sends out the letter, its the start of the delivery of an asset.

BPO Cebu Office will assist the lawyer to control the tracking of our asset, and follow-up after 14 days regarding the status of our asset (i.e., "have the infringer(s) replied?").

Log any information from the lawyers of our asset into the CMS.

The Sales, Document Production Admin, & Legal team are all involved in the process of our asset, except CMS (they will only do software changes for law firms databases)

Sales Team - communicates with the clients how much data (i.e., IP names & addresses) has been sent to the lawyers and the progress in the courts.

If they have a question about a contract? who do they approach?

The Legal Team

Document Production Admin Team - assisting with turning the infringements into paper, which then gets filed in the courts.

they will also get the paper information (i.e. IP names & addresses) back into the CMS.

Legal Team - will assist the lawyers/law firms with the legal issues,

- they will create the legal documents (i.e., the motion of expedited discovery, demand, and settlement agreement letter).
- how to handle opponent council
- they will assist the Sales Team to close their deals
- if they have a questions about APMC's product? who do they approach? The Sales Team per US district territory (i.e., TAR breaks down the # of infringers for each separate state district).

it shows the list of the lawyers & where they have jurisdiction based on the specific US territories.

check the "chain of title," to make sure APMC has the rights to proceed.

Part 1: Reporting to YouTube Copyright Infringement

Submit the form, "Copyright Infringement Notification" to youtube to remove copyrighted material.

Submit a "Declaration" under penalty of perjury that the person submitting the notice does so with the authorization of the copyright holder.

There are statutory penalties 512(f) for making misrepresentations of the "take down notice."

There is no obligation of the person serving the notice to take any formal legal proceedings against the alleged infringer.

Part II: Counter Notices

What happens when YouTube receives a take down notice?

1. They are under statutory obligation to remove the video, expeditiously.
 2. They are also obligated to notify the person upon whom the notice was served.
- this person has the option of whether of not they wish to serve a "counter notice."

What are the requirements of a Counter Notice?

1. Following the procedures of Section 512(g)(3)
2. If a counter notice is served, they must send this notice to the person who originally sent the take down notice.
3. Unless they are informed, the formal legal proceedings have been issued, then they should restore access to that video between 10-14 days, after receiving the counter notice.

What needs to go into a Counter Notice? (i.e., what forms does it take?)

You cannot serve a counter notice directly from a youtube page, why not?

The counter notice has to include your name, address, & phone number.

And youtube under statutory duty to disclose a copy of the take down notice to the person who issued the take down notice.

This is per the requirements of the Digital Millennium Copyright Act (DMCA)

How long does it take for the counter notice to take effect?

visit: chillingeffects.org (i.e, the link is in the description)

it contains useful information on the DMCA

A link to the specific page you want is in the description.

Helpful guidelines on how to complete the counter notice

If you fill-in all the boxes, it will generate a standard letter for you.

All I need to do is to add the detail(s) of the relevant video(s) unto a separate sheet of paper.

The best way of identifying the information is by using youtube's own numbering system (i.e., URL).

What are the 3 ways to send the counter notice to YouTube?

1. Having done that, I can FAX the letter to youtube, as the address & FAX number is in the description.
2. I can scan it into the computer and email it to youtube.
3. You can also "Post It" to them.

NOTE: It is recommended that you do all 3 ways in sending the counter notice to youtube.

NOTE: If you do not live in the US, this process will NOT work. What can BPO Cebu Office do?

1. Go to the chillingeffects.org website on the recommended page
2. Complete the form, as if I were living in the US.
3. It will then generate a letter for you.
4. I will have to amend the letter by removing the 2nd paragraph, related to jurisdiction.
5. Replace it with the paragraph contained in the description.

What is the usual reply time for YouTube to respond?

Do not expect youtube to respond or act, with the same expedition in responding to your counter notice, as they do with a take down notice.

Experience will show that youtube will not respond.

It is worth chasing after their legal department after a few days to ensure that they have receive your counter notice, and that they are acting on it.

If it does not comply with the statutory requirements, youtube is likely to ignore and not inform you about it.

Note: DO NOT TAKE THE ABOVE CHILLING EFFECT DESCRIPTION AS FORMAL LEGAL ADVICE!!!

APMC, usually, do not receive many Counter Notices

For further information on YouTube content information, go to: www.youtube.com/t/contentid

What is a Complaint or How do you file a lawsuit in the US?

You let the court know that I have a complaint in the US, and I want the court to do something about it.

NOTE: There's a separate document that goes with the complaint called a "Motion for Expedited Discovery.

What are the relevant things to note on completing the 1st Document, or the complaint letter? (i.e., when editing a complaint letter)

1st - identify & edit the district, (i.e., Northern District of Ohio)

APMC has the software that should automatically change things for you, but be responsible to check for proper lawyer territory.

2nd - identify & edit the correct client

- go through the chain of title documents
- determine who holds the rights (i.e., does my client own the rights to sue)
- Example Client Name: Knights of the Templar llc (i.e., the production company who owns the copyrights)

3rd - identify & edit the correct address

- the address of the copyright owner
- the registered business address
- the address should be on all the agreements that we're analyzing
- when in doubt, always go back to the copyright owner & ask for the correct address

4th - CA (i.e., the case #)

- before we file a complaint, we don't know the case #, so we leave BLANK.

5th - Judge

- we don't know, so we leave BLANK.

6th - DOES (i.e, unknown names)

- there called John Doe defendants because there people that the plaintiff wants to sue.
- the plaintiff's name
- the plaintiff's address
- the district territory
- the DOES (i.e, 1-20)

The 1st Section is called the Complaint (Reference from Training Documents File: Complaint 081112)

- it tells the judge this is a suit for a copyright infringement, under the US copyright act.
- the 1st paragraph is explaining why its proper to file a complaint.

The 2nd Section is called the Jurisdiction & Venue

1st paragraph:

- were telling that venue in this paragraph its proper
- based on these sections of the US Civil Code
- we tell the judge that the defendants are unknown at this time
- however, based on geo-technology, & upon information & belief, each defendant may be found in this state.
- What is geo-technology & why do we use it?

Answer: Using an IP address, we can learn the location using geo-location technology.

2nd paragraph:

- now reveals to the judge that it can rule over the people (i.e., the DOES defendants).

3rd Paragraph:

- we're saying that the court has jurisdiction over the defendants due to geo-technology places all

defendants within this state.

- paragraph 3 reinforces paragraph 2 by giving it more detail to the explanation of paragraph 2.
- upon information and belief, all DOES or defendants reside in the state and within the preceding district.

The 3rd Section is called the Joiner

- an explanation to the court why we joined all these lawsuits into 1 lawsuit
- paragraph 4 says DOES or defendants "true identity" are unknown at this time.
- we don't know who these people are, but they acted collectively
- & acted interdependently (i.e., everyone is interrelated by internet connection).
- **paragraph 5 reveals the "swarm" (i.e., a file sharing that can be identified by a file hash)**
- **each defendant illegally "uploaded" & "shared"**
- **why are we focusing on "uploading?" Answer: people who are uploading files causes more damage by distributing the files to others.**
- paragraph 6 explains basically "willful intention" or they knew what they were doing.
- paragraph 7 key section, because the legal test for "joinder" is that these uploading transaction(s) are occurring in the same swarm.
- paragraph 8 explains the Peer-to-Peer (P2P) process.
- paragraph 9 reveals highlighted text that needs to change from court to court
- here we introduce the idea of a "hash" (i.e., this is the hash value assigned to this version of the title & loaded it into the BitTorrent client.
- i.e., hash tag information: SHAL:B678D7812
- paragraph 10 tells the "sharing" of the hash values from computer to others to make immediately available to all other DOES or defendants.
- paragraph 11 makes the distinction between distributing & copying.
- paragraph 12 is discussing about the swarm viral spreading
- **paragraph 13 reveals that the defendant's distribution of a single unlawful copy will cascade (domino effect) and result in a world wide distribution of that copy.**
- **paragraph 14 to further explain the interacting of swarm infringement occurring in this district that the judge is responsible for.**
- **paragraph 15 explains the whole critical mass concept**
- **paragraph 16 explains the Peer-to-Peer (P2P) exchange**
- **paragraph 17 explains the Distributed Hash Table.**
- paragraph 18 reveals that the torrent swarm consists of numerous individuals, working together to infringe on plaintiff's copyrights.

The 4th Section is called the Parties

- basically it explains all the individual(s) or groups that are involved in infringement of plaintiff's copyrights.
- paragraph 19 defines the plaintiff or gives the company details
- paragraph 20 defines the defendant(s) or gives information of the infringers (i.e., by hash

identifier number)

Note: the reason we define plaintiff & defendant is to narrow it down (hash identifier number), otherwise, the judge will not be happy.

paragraph 21 explains that the hash file provides access to an unauthorized copy of plaintiff's copyrighted motion picture.

paragraph 22 reveals that the plaintiff's copyrighted product is a marketed, produced, & commercially salable product (i.e., to prove revenue).

- paragraph 23 this tells the judge what the plaintiff wants (i.e., redress for rampant infringement of it's exclusive rights of motion picture).

- paragraph 24 similar explanation to paragraph 23.

- paragraph 25 explains that we're introducing to the judge an exhibit

- the exhibit includes: IP addresses, date & time of infringement, ISP, the Torrent file, & the results from the geo-location IP technology.

NOTE: The BPO Cebu Office will be drawing down on the data using the TAR analysis (i.e., using the TAR analysis tool function, we analyze the data, & the results of all of that analysis ends up as "Exhibit B," in one of these complaints.

- paragraph 26 is basically telling the judge what we need (i.e., IP addresses now, to learn the true identity of these DOES).

- paragraph 27 explains that plaintiff believes that information obtained in discovery will lead to the identification of each DOES true name & identity.

- paragraph 28 explains that it might not be the account holder, but we'll find someone, within the household who's responsible for infringement.

The 5th Section is called the Statement of Facts

- it deals with the legal tests needed to issue a copyright claim.

- it answers the question: What do we need to satisfy the judges that we have a standing (i.e., a right) to bring this copyright claim.

- paragraph 29 we're saying that our client owns the "exclusive" rights to the motion picture, under US copyright law is the original & copyrightable.

- paragraph 30 deals with, "How?" we demonstrate paragraph 29. (i.e., Exhibit A - The Copyright Registration Certificate).

- Why is the Copyright Registration Certificate important?

This means we don't have to prove all of the things of copyrights, we just produce the copyright certificate, and its assumed, that you have the copyrights to the motion picture.

NOTE: APMC will NOT file a claim, unless we have the Copyright Registration Certificate!

- paragraph 31 we're saying that our client owns all the rights (i.e., see the Copyright Registration Certificate).

- paragraph 32 reveals that the copyright owner has the "exclusive" right to reproduce the work.

- paragraph 33 basically is telling the judge that the defendants knew what they were doing (i.e., they had notices everywhere, it's no secret).

- it deals with the legal tests needed to issue a copyright claim.
- it answers the question: What do we need to satisfy the judges that we have a standing (i.e., a right) to bring this copyright claim.

- paragraphs 35-55 is repeat information from the above sections of the Complaint.

The 6th Section is called the Direct Copyright Infringement (Count 1) (i.e., the infringement of an "exclusive" right)

paragraph 56 this is the infringement of the direct rights that the plaintiff has under the copyright act to reproduce the motion picture & to distribute the motion picture to the public.

How are we going to seek an injunction?

An injunction stops someone from doing something

Result: The plaintiff is asking for the damages that the DOES are causing, which is great, continuing, and irrevocable.

- in other words, the DOES are continuing to cause irrevocable harm, & that's the basis for the injunction in a BitTorrent context
- so the plaintiff is asking the court to prohibit each DOE or defendant of further infringing activities.
- we're also ordering that each defendant destroys all copies of the motion picture, because they never paid for it.
- (Count 2) - is the Contributory Copyright Infringement
- it explains that's a violation of the "exclusive" rights to reproduce the motion picture & distribute it.

What's the difference between Count 1 & Count 2?

Count 2 is not saying that you have distributed it, rather you've acted collectively, in a swarm together to infringe = contributory copyright infringement.

Count 2, basically, is willful, intentional, & complete disregard to the plaintiff's copyrights.

Wherefore, Plaintiff prays for judgment against each defendant, is really a summary of what the plaintiff is after...

Part A - "prayer" is a preliminary and permanent injunction to prevent the defendants from distributing the work, destruction of all copies, unless they have a lawful license to distribute the work, destruction from all computers.

Part B - for actual damages and statutory damages at the election of the plaintiff.

What's the difference between actual & statutory damages?

Actual damages relate to the proven actual harm or damages that has been caused to the plaintiff, whereas statutory damages doesn't need to be proven.

- APMC always goes for statutory damages because of the range (\$2,500 to \$150,000).
- the plaintiff also asks for the cost in pursuing the defendants, the attorney fees, and whatever fees the court deems proper.
- BPO Cebu Office will need to change the plaintiffs (rightsholder) name, the attorney's registration number, address, email address

- *** THIS ENDS THE COMPLAINT LETTER ***

What are the relevant things to note on completing the 2nd Document, or the Declaration or Affidavit? (Reference from Training Documents File: Affidavit CBS 081212)

- is basically a statement that declares that what the Plaintiff is saying is true under oath.
- NOTE: the BPO Cebu Office will be responsible for generating the affidavits for each movie.
- there needs to be a "Declaration" for every expedited motion of discovery.
- every document packet (i.e., data drop) has to have this affidavit attached to it.
- presently, APMC is using the affidavit long form (i.e., 11 pages), but it repeats many of the things that are in the Complaint letter.
- sometimes, APMC has to write supplemental declarations to satisfy any sort of questions that the judge may have
- BPO Cebu Office will be receiving these declarations from Daniel Macek
- this declaration supports motion for expedited discovery, or telling the judge we need this information now.

- paragraph 1 is a serious declaration that's stating everything is true & accurate.
- paragraph 2 in regards to software consultant (i.e., he can talk about software issues), & we're hoping the judge won't question his qualifications too much.
- paragraph 3 we're basically saying that the "Internet" can be a great place to network with each other.
- paragraph 4 explains that the "Internet" can be use to negatively give opportunities of wide-scale infringement of motion pictures
- paragraph 5 reveals that once a motion picture has been transformed into an unsecured digital format, it can be copied further & distributed over the internet.
- paragraph 6 explains the Peer-to-Peer (P2P) network & its processes of copyright infringement.
- paragraphs 7-11 further explains the P2P processes (i.e., or the sequence of pieces in downloading a motion picture into one complete file)
- this declaration of affidavit adds credibility, because its coming from a different person, and therefore, reinforces the complaint that's been drafted
- paragraph 12 reveals that all infringers connected to those files are investigated through downloading a part of the file placed on their computer.
- paragraph 13 to break this process down, what are we capturing from these infringers that our monitoring system is connected to?

IP addresses, the hash tag, the time & date of the infringement, but the most important thing we're capturing is that we have a "packet sniffer" (i.e., that captures all the network traffic that is passing through the system.

- **paragraphs 14-30 explains about the IPS processes, including the processes of the IP steps of infringement**
- **paragraphs 31 explains the BitTorrent piece by piece process in the correct position of the**

downloaded file (i.e., to prove that the software does it automatically)

- paragraph 32 is about the locator process of looking at various data bases to get as much information from a IP address in a language that the judge can follow.

- paragraph 33 reveals that the users distributed the files (in the district where the judge presides), but also, where the specific location took place.

- that completes the declaration of affidavit

What is the key part, or what is this infringer actually doing?

The infringer is confirming that the downloaded one is the same as the original one, and the piece that was downloaded from the infringer is the same as the piece that belongs in the downloaded file.

What are the relevant things to note on completing the 3rd Document, or the Order on Motion for a Leave to Serve Third Party Subpoena Prior Rule 26(f) Conference?

this is setting the legal basis for the judge to order this motion.

What are the relevant things to note on completing the 4th Document, Motion for a Expedited Discovery?

See information similar to the Complaint Letter.

What are the fields that change in a complaint letter? (i.e., they will be highlighted)

Case Management System (CMS)

EXHIBIT D

1 Maureen C. VanderMay, WSBA No. 16742
2 The VanderMay Law Firm PC
3 2021 S Jones Blvd.
4 Las Vegas, Nevada 89146
5 (702) 538-9300

RECEIVED

MAY 30 2014

LEE & HAYES, PLLC

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7
8
9 UNITED STATES DISTRICT COURT
10 EASTERN DISTRICT OF WASHINGTON

11 ELF-MAN, LLC,
12 Plaintiff,

13 v.

14 RYAN LAMBERSON,
15 Defendant.

Case No.: 2:13-CV-00395-TOR

DECLARATION OF SERVICE

16 I, Maureen C. VanderMay, hereby declare under penalty of perjury of the
17 laws of the State of Washington, that on this day I caused to be served a true and
18 correct copy of PLAINTIFF ELF-MAN, LLC'S RESPONSE TO DEFENDANT
19 LAMBERSON'S SECOND SET OF REQUESTS FOR PRODUCTION TO
20 PLAINTIFF in Case No. 2:13-cv-00395-TOR to which this declaration is
21 attached, by the method indicated below, and addressed to each of the following:
22

23 ////

24 ////

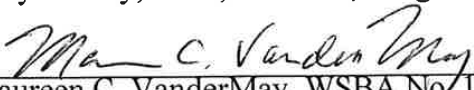
25
26 ////

27 ////
28

DECLARATION OF SERVICE – Page 1

1 John Christopher Lynch 2 Lee & Hayes, PLLC 3 601 W. Riverside Avenue, Suite 1400 4 Spokane, Washington 99201 5 chris@leehayes.com	<input checked="" type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand-Delivered <input type="checkbox"/> Fed Ex <input type="checkbox"/> Facsimile Transmission <input type="checkbox"/> Email
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5 DATED this the 22nd day of May, 2014, in Salem, Oregon.

6 
 7 Maureen C. VanderMay, WSBA No. 16742
 8 email: elfmanwa@vandermaylawfirm.com
 9 The VanderMay Law Firm PC
 10 2021 S. Jones Blvd.
 11 Las Vegas, Nevada 89146
 12 Of Attorneys for Plaintiff

28 DECLARATION OF SERVICE – Page 2

The VanderMay Law Firm
2085 Commerical Street NE
Salem, Oregon 97301

PORTLAND OR 970

28 MAY 2014 PM 4 L



John Christopher Lynch
Lee & Hayes, PLLC
601 W. Riverside Avenue, Suite 1400
Spokane, Washington 99201

99201062750



DECLARATION OF J. CHRISTOPHER LYNCH
IN SUPPORT OF DEFENDANT'S REPLY
MEMORANDUM RE MOTION TO COMPEL - 60

EXHIBIT E

Case 2:13-cv-00507-RSL Document 28 Filed 06/26/13 Page 1 of 34

WAWD - Praeipce (Revised 2/13/13)

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13-CV-00507-CNST

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

Elf-Man, LLC,

Plaintiff(s),

v.

DOES 1-152,
Defendant(s).

Case No. 13-CV-507 RSL

PRAECIPE

TO THE CLERK OF THE ABOVE-ENTITLED COURT:
You will please:

This is for the court reviews
we received this from Plaintiff councils on 6/25/13

6/26/13
Dated

Napet Taphui
Sign or use an "s/" and your name

William Mad

Name, Address, and Phone Number of Counsel or Pro Se

PRAECIPE

Page 1 of 1

Case 2:13-cv-00507-RSL Document 28 Filed 06/26/13 Page 2 of 34

THE VANDERMAY LAW FIRM PC

2021 S. Jones Blvd.
Las Vegas, Nevada 89146

MONTY K. VANDERMAY
ADMITTED IN:
OREGON
NEVADA
HAWAII

TELEPHONE: (702) 538-9300 FAX: (702) 538-9301

MAUREEN C. VANDERMAY
ADMITTED IN:
OREGON
CALIFORNIA
WASHINGTON

Monday, May 6, 2013

NaPat Tanamthai
Brian Mach
20221 Aurora Avenue North, Apt #310
Shoreline, Washington 98133

Via Priority Mail

*** Settlement Offer ***

RE: *Copyright infringement of: Elf-Man (Film)*
Civil Action No.: 2:13-cv-507-RSL USDC WD Washington
Plaintiff: Elf-Man, LLC

Response Deadline: May 20, 2013

Dear Ms. Tanamthai and Mr. Mach:

Our law firm has filed a federal copyright infringement lawsuit in the U.S. District Court for the Western District of Washington on behalf of our client, Elf-Man, LLC. Please see the enclosed complaint herewith.

You have been identified as the party responsible for an Internet Protocol ("IP") address used to illegally copy or share our client's copyrighted motion picture through a peer-to-peer network ("P2P") e.g., BitTorrent. This letter is a courtesy before we are required to take more formal legal action which may require further investigations, forensics, and could involve adding you as a named defendant to the lawsuit or filing a new and separate lawsuit against you.

Included with this letter is a FAQ sheet which addresses several commonly asked questions, a copy of the complaint, and a waiver of service. Please review these documents carefully. If you are unfamiliar with the nature of this claim, please consult an attorney.

According to our records, you or someone using your IP address copied and shared our client's copyright-protected film entitled "Elf-Man" using the BitTorrent peer-to-peer ("P2P") protocol. In addition, we have evidence regarding the specific P2P software used, the file hash factor (a

NaPat Tanamthai and Brian Mach
Monday, May 6, 2013
Page 2

mathematical function through which a file can be identified with certainty), the file name of the movie, the file size and additional metadata, all corresponding to an IP address that was assigned to you at the time the infringing activity occurred.

Copyright infringement (in this case obtaining and distributing a film without paying for it and/or sharing a film with others) is a very serious problem for the entertainment industry. Our client takes the enforcement of its copyright seriously and will use all legal means available to it to protect its rights.

The law provides protection for copyright owners through the Federal copyright statute found at 17 U.S.C. §§ 501-506, which allows the copyright owner to impound your material, such as material on your computer(s), recover their attorney's fees, and seek damages. To help combat the specific problem of internet copyright theft, Congress has authorized damages of up to \$150,000 per work. While it is too late to undo the illegal file sharing in this case, we have prepared a settlement offer to enable our client to recoup the damages incurred by the unauthorized copying of its film through the IP address assigned to you and defray the costs of preventing this type of activity in the future. Our client's offer to settle considers multiple factors, including the significant costs needed to enforce its copyright from infringing conduct, damages, and its need to deter future theft.

In exchange for a comprehensive release of all legal claims stemming from the illegal downloading of Elf-Man through your IP address which will enable you to avoid becoming a named defendant in the lawsuit, our firm is authorized to accept the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) as full settlement for its claims. This offer will expire fourteen (14) days from the date of this letter. Thereafter, if our client chooses to settle, the demand shall initially increase to ten Thousand Dollars (\$10,000.00) and this amount will continue to increase as litigation expenses accrue.

If you wish to settle this matter, please let us know prior to the expiration of the two week period during which this offer shall remain open. We will then forward a Release & Settlement Agreement to you. Once we have received payment of the settlement funds and the signed Release & Settlement Agreement, we will return to you a confirmation that your payment has been received and that you have been released from the lawsuit.

We look forward to resolving this without further action on our part. If forced to proceed, our client reserves the right to recover the maximum amount of damages, costs and attorney fees provided under the Copyright Act, which is up to \$150,000, plus attorney fees and costs of litigation. This is per illegally downloaded film. In light of the known facts of this case we believe this infringement was willful.

While you have the right to have us prove all relevant facts in a court of law, we reserve the right to assess against you all costs and fees to fully present this matter to a judge or jury. Should you

NaPat Tanamthai and Brian Mach
Monday, May 6, 2013
Page 3

wish to contest this case, we have enclosed a waiver of service, along with a copy and a self addressed stamped envelope for return. In the event that this matter is not settled, this waiver needs to be returned within thirty (30) days. *Even if you believe the claims against you are groundless, pursuant to Federal Rule of Civil Procedure 4(d) costs and fees may still be assessed for your failure to promptly return the enclosed waiver.*

This letter is formal notice that until and unless we are able to settle our client's claims, we demand that you not delete any files from your computer(s). If forced to proceed, we will seek to have a computer forensic expert inspect your computer(s) to verify the source and extent of the infringement, or to determine if you have deleted any media files since receipt of the notice of the subpoena from your ISP. We will assess these costs in any future settlement offer. If in the course of litigation the forensic computer evidence suggests that you did delete relevant files following receipt of notice of this suit, our client will amend its complaint to add a spoliation of evidence claim against you. Be advised that if we were to prevail on this additional claim, the court could award additional monetary sanctions, evidentiary sanctions and attorney fees.

We strongly encourage you to consult with an attorney to review your rights in connection with this matter and to not ignore your obligations. A defendant who ignored this issue was recently ordered to pay the statutory maximum of \$150,000.00. *CP Productions, Inc. v. Glover* (U.S. District Court S.D. Indiana Case No. 1-12-cv-00808-JMS-DML). If you have further questions, you may contact me at 702-538-9300 or elfmawa@vandermaylawfirm.com.

We thank you in advance for your anticipated cooperation.

Sincerely yours,

/s/ Maureen C. VanderMay

Maureen C. VanderMay
Attorney and Counselor at Law

MCV:ms

cc: Elf-Man WDWA File
enc: FAQ; Complaint;; Waiver of Service (2x); SASE

infringement. Our client has to hire consulting companies to track down infringers -- a time consuming and costly venture. Next, it has to hire a firm such as ours to file the lawsuit and motions with the court. Then subpoenas have to be served and information collected before the infringing party can be identified. It takes significant resources and expenses to coordinate and execute this effort. Therefore, our client must not only ask for settlements that deter people from copying its movies, but it must also recoup the costs and expenses incurred in this effort.

Considering the large expense incurred to enforce its rights and that some courts have awarded as much as \$200,000 per title, our client feels that asking for Seven Thousand Five Hundred Dollars (\$7,5000.00) to settle is very reasonable.

DO I HAVE THE RIGHT TO GET AN ATTORNEY? WILL ONE BE APPOINTED FOR ME?

You have the right to hire an attorney and we encourage you to do so. However, because this is a civil case the court will not appoint an attorney for you, even if you can't afford one. (Copyright theft can be pursued by the government as a criminal offense, but this is *NOT* a criminal proceeding.)

If you decide to hire an attorney please have your attorney contact us at 702-538-9300 or elfinanwa@vandermaylawfirm.com. If you need a referral to an attorney, many Washington county bar associations offer local lawyer referral services. You can obtain contact information for your county bar by going to: <http://www.wsba.org/Legal-Community/County-Bar-Associations>.

IT WAS MY ROOMMATE, CHILD, RELATIVE OR OTHER PERSON LIVING IN MY HOUSE! WHY SHOULD I PAY?

You were identified in the lawsuit because your ISP identified you as the responsible party for the IP address used. If in fact your IP address was used to illegally download our client's movie, our client believes that you were obligated to prevent the infringing conduct, and that you should be held responsible. That being said, if you would like to sign a declaration by which you name the person you believe is at fault, provide sufficient evidence against them and testify to the fact that another person committed the infringement, our client will consider dropping you from the lawsuit and adding that person. Another option would be for you to ask that person to split the settlement costs. However, if it was your child or minor dependent, you will likely be held legally responsible.

Claims of an "open wi-fi" or of being "hacked" or that someone stole access to your internet may sound reasonable, but ISPs as a matter of course strongly advise, if not outright require, the their account holders secure and password protect internet access. Your license with your ISP likely requires that you control any access and prohibit illegal activity. Even if someone else uses your internet to commit crimes, you are on notice. Similarly, investigation of such defenses almost always reveal such claims are unsupported. Many people go through extensive efforts to cover up their theft, deleting files and even hiding computers. Forensic analysis is capable of uncovering such activity. Missing data and even missing computers leave data holes that can be revealed. Many investigations result in increased liability. If we find evidence of other infringing activity or tampering we will add all costs and expenses for any investigation to any future settlement offer and we reserve the right to demand \$150,000 per title at any time prior to a settlement agreement. Destroying or tampering with evidence may also lead to further

Maureen C. VanderMay
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Las Vegas, NV 89146

Page 2 of 5

liability.

I HAVE DOWNLOADED AND SHARED OTHER MOVIES OR MUSIC. WILL I BE SUED FOR THOSE TOO?

Our client cannot control what other copyright owners do. Our interest is limited to protecting our client. While beyond our control, it is certainly possible that other movie companies, record companies, or other copyright holders may choose to investigate you and file their own lawsuits. The fact that your information is public from this suit may make it easier for them to do so. We will agree to all reasonable protective orders.

If we discover you infringed more than one of our client's works, we are prepared to work out settlements on those titles. As well, if we represent other copyright owners whose works you infringed, we can discuss settling those claims. We cannot address titles owned by parties we do not represent.

I HAVE NO IDEA WHAT YOU ARE TALKING ABOUT. I HAVE NEVER EVEN HEARD OF THIS MOVIE OR A BITTORRENT!

Our client believes your internet account was used to copy and distribute the file and we have the evidence to prove it. In addition, we likely have a record of other BitTorrent activity associated with this IP address. Claims of a "one time" event are easily refuted. We are often able to associate hundreds of downloads with each IP address, each one being its own act of infringement. BitTorrent activity generally results in a pattern of regular persistent conduct. Therefore, if it was not you, then it was likely someone you allowed to use your account and who did so repeatedly over time. In either case, we believe that you should be responsible since you failed to protect your account and allowed it to be used for illegal means. If you think it was a roommate or child, see above.

I REALLY AM INNOCENT! THIS IS A MISTAKE!

We strongly advise you carefully look at what you know. Family members may not always be truthful when initially asked about this type of activity. We are occasionally approached with outright denials and claims the allegations are "impossible." If you can prove you did not do it and do not know who may have, please contact us and provide specific details. We may ask you to sign a declaration under oath subjecting you to perjury and then send a forensic team immediately to investigate your claims and to inspect all computers and your internet connection. Do not delete anything. Evidence of deleted files, missing data or missing computers may be used to bring a claim of spoliation.

If the evidence supports your claim you will not be named or, depending on the status of this litigation when this determination is made, you will be dismissed at no cost. On very rare occasions we are able to uncover security breaches in businesses and head off potentially greater problems. It is clearly in our client's interest to stop piracy, even if you are not at fault. At times we are able to work with victims to avoid future problems. But generally we are able to conclusively determine the identity of the liable party. Doing so can be expensive and we will assess all costs of the investigation in any future settlement offer.

Maureen C. VanderMay
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Las Vegas, NV 89146

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Similarly, if there is evidence of infringement, evidence of tampering, or destruction of evidence, all costs of the investigation will be added to any settlement offer and we reserve the right to bring any additional claims related to what we may find in our investigation.

I HAVE READ ABOUT THIS ON THE INTERNET ? I KNOW ALL ABOUT IT

There is a lot of information on the internet about copyrights. There is also a lot of bad information, which may be part of the reason you are being sued. We recommend <http://www.copyrightinformation.org> as a good unbiased starting point. This web page is managed by several ISPs, which may include your ISP. We caution that many web pages are published by others that have been caught and do not always share a complete picture of the liability and issues you may be facing. As well, some web pages are published and maintained by people that have an agenda of promoting illegal activity such as copyright theft. Ignorance or bad information is not an excuse. We cannot overemphasize the importance of seeking advice from a good attorney.

I WANT MY DAY IN COURT

You have an absolute right to have our client prove all allegations against you to a jury. In this event our client has the right to seek an award against you for all costs and fees and to seek the maximum penalties. You should be aware that willful copyright infringement is not always discharged in bankruptcy, which means even if you cannot pay an award that may be hundreds of thousands of dollars, our client may have the right to seek payment from your future paychecks and other sources of income, and potentially forcing the seizure, foreclosure and sale of property even if you file for bankruptcy.

We strongly encourage you to consult with an attorney to review your rights and risk exposure in connection with this matter.

If you do not wish to settle you have been provided with a waiver of service, with a copy, and self-addressed stamped envelope for return. This waiver needs to be returned within thirty (30) days. Even if you believe the claims against you are groundless, pursuant to Federal Rule of Civil Procedure 4(d) costs and fees may still be assessed for your failure to promptly return the enclosed waiver, win or lose. **Please note that if you opt to enter into a settlement with our client you need not complete and return the waiver of service.**

WHAT HAPPENS IF I DON'T PAY OR CAN'T AFFORD TO PAY?

If you do not settle, absent sufficient evidence of innocence, your name may be added to the complaint and you will be sued. The requested settlement amount will continue to rise because our client will continue to incur expenses. As of the deadline, the amount will go up to Ten Thousand Dollars (\$10,000.00). Throughout this process costs and fees will rise and be added to any final settlement amount.

If you want to settle and simply cannot pay, we will consider accepting a judgment against you for the prayer of \$30,000.00 for willful copyright infringement and agree to take payments over time for an amount less than \$30,000.00. It will be more than \$7,500, less than \$30,000.00, but the payments will be

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over time. The final amount we will agree to will depend on how long you need to pay. Should you fail to maintain your payments, we reserve the right to enforce the full amount of the judgment, \$30,000.00.

I HAVE INSURANCE

If you have insurance, you should provide your agent with a copy of the complaint as soon as possible. Your insurance may cover this matter and they may be able to assist you with obtaining an attorney.

I WANT TO SETTLE. WHAT DO I NEED TO DO?

In exchange for a comprehensive release of all legal claims stemming from the illegal downloading of Elf-Man through your IP address, our firm is authorized to accept the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) as full settlement for our client's claims. This offer will expire fourteen (14) days from the date of this letter. Thereafter, if our client chooses to settle, the demand initially shall rise Ten Thousand Dollars (\$10,000.00), and this amount will continue to increase as litigation expenses accrue as you may be liable for all costs and fees.

To accept the settlement offer, you will need to contact us prior to the expiration of fourteen days from the date of this letter. We will then forward to you the above-referenced settlement agreement.

We can be reached by mail at the following address:

The VanderMay Law Firm PC
Attn: Copyright
2021 S. Jones Blvd.
Las Vegas, Nevada 89146

We can be reached by telephone at (702) 538-9300 and by email at elfmanwa@vandermaylawfirm.com.

I HAVE OTHER QUESTIONS, WHAT DO I DO?

You should talk to a private attorney. You are encouraged to do so. If you decide to hire a private attorney please have him or her contact 702-538-9300 or elfmanwa@vandermaylawfirm.com. If you need a referral to an attorney, many Washington county bar associations offer local lawyer referral services. You can obtain contact information for your county bar by going to: <http://www.wsba.org/Legal-Community/County-Bar-Associations>.

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AO 399 (01/09) Waiver of the Service of Summons

UNITED STATES DISTRICT COURT

for the
Western District of Washington

Elf-Man, LLC

Plaintiff

v.

Does 1-152

Defendant

Civil Action No. 2:13-CV-507-RSL

WAIVER OF THE SERVICE OF SUMMONS

To: Maureen VanderMay elfmanwa@vandermaylawfirm.com
(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 05/06/2013, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: _____

Signature of the attorney or unrepresented partyNaPat Tanamthai

Printed name of party waiving service of summons

Printed name_____
Address_____
E-mail address_____
Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does not include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

AO 399 (01/09) Waiver of the Service of Summons

UNITED STATES DISTRICT COURT

for the
Western District of Washington

Elf-Man, LLC

Plaintiff

v.

Does 1-152

Defendant

Civil Action No. 2:13-CV-507-RSL

WAIVER OF THE SERVICE OF SUMMONS

To: Maureen VanderMay elfmanwa@vandermaylawfirm.com
(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 05/06/2013, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: _____

Signature of the attorney or unrepresented partyNaPat Tanamthai_____
Printed name of party waiving service of summons_____
Printed name_____
Address_____
E-mail address_____
Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

ELF-MAN, LLC,

Plaintiff,

v.

DOES 1 - 152,

Defendants.

Case No.:

COMPLAINT

COPYRIGHT INFRINGEMENT;
EXHIBIT 1

JURY DEMAND

Plaintiff Elf-Man, LLC, a limited liability company ("Elf-Man" / "Plaintiff"), complains and alleges as follows:

INTRODUCTION

1. Plaintiff Elf-Man produced a novel family oriented comedy motion picture starring Jason Acufia as an Elf left by Santa to help a family come together and learn about Christmas.
2. In the production of a motion picture there are countless expenses and labors, many of which are not evident in the final project. Such expenses and labors include writers, staff persons, construction workers and others who are often union based employees working for a median salary.

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COMPLAINT - Page 1

3. Indeed, the final product produced, which may be less than two hours long, is often sourced from hundreds of days and tens of thousands of hours of labor, followed by near countless hours of post-production until the final product is ready for viewing in a theater or at home.

4. The end product that many consumers see is a few hours in a theater, or possibly a DVD product that once production is complete has a nominal cost on a per-viewing experience. However, this is misleading to the true costs of the motion picture as the costs to view a completed motion picture or produce a single DVD are nominal compared to what is often years of work by thousands of people leading up to the end product.

5. Added to this is that the only people publicly seen related to the end product, movie stars and those that are known to be affiliated with motion pictures, such as directors and other persons of note, are all generally the highest compensated persons involved with the production of the work leading to the common misunderstanding that people involved in motion pictures are already wealthy.

6. When the perception that those affiliated with a motion picture are already wealthy, and the end product, such as a DVD only costs very little to make, a reality disconnect often builds in the minds of much of the public, namely that those associated with a motion picture do not need any more money.

7. When this reality disconnect meets with the ready availability of pirated copies of motion pictures and the ease at which they can be illegally copied and downloaded at an almost anonymous level, many people feel justified in their pirating or theft of motion pictures.

8. The result is that despite the industry's efforts to capitalize on internet technology and reduce costs to end viewers through legitimate and legal means of online viewing such as through Netflix™, Hulu™, and Amazon Prime™, there are still those that use this technology to

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COMPLAINT – Page 2

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1 steal motion pictures and undermine the efforts of creators through their illegal copying and
2 distribution of motion pictures.

3 9. A common means of illegally copying and distributing content on the internet is through
4 the use of a peer-to-peer network such as BitTorrent.

5 10. In this case each of the Defendants has participated in illegally copying and distributing
6 Plaintiff's motion picture via BitTorrent.

7 JURISDICTION AND VENUE

8 11. This is a suit for copyright infringement and contributory copyright infringement under
9 the United States Copyright Act of 1976, as amended, 17 U.S.C. §§ 101 et seq. ("The Copyright
10 Act").

11 12. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

12 13. Venue in this district is proper pursuant to 28 U.S.C. § 1391(b) and 28 U.S.C. § 1400(a).

13 14. More particularly, venue is proper in this district as though the true identity of the
14 Defendants are unknown at this time, Plaintiff has used geolocation technology to determine that,
15 upon information and belief, each Defendant conducted acts of copying Plaintiff's work in this
16 state, and more specifically in this district.

17 PARTIES

18 THE PLAINTIFF

19 15. Plaintiff Elf-Man, LLC is a limited liability company with principal offices in Frederick,
20 Maryland, that produced the motion picture at issue in this matter.

21 The Rights of the Plaintiff

22 16. The motion picture in this case, titled *Elf-Man*, has been registered with the United States
23 Copyright Office by the author, Elf-Man, LLC, Registration No. PA 1-823-286.

24 17. The motion picture contains wholly original material that is copyrightable subject matter
25 under the laws of the United States.

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28 COMPLAINT – Page 3

1 18. The motion picture is currently offered for sale in commerce.

2 19. Under the Copyright Act, Elf-Man, LLC is the proprietor of all right, title, and interest in
3 the motion picture, including the right to sue for past infringement.

4 20. Under the Copyright Act, Elf-Man, LLC also controls the exclusive rights to reproduce
5 the motion picture and to distribute the motion picture to the public.

6 21. Plaintiff's motion picture is easily discernible as a professional work as it was created
7 using professional performers, directors, cinematographers, lighting technicians, set designers
8 and editors and with professional-grade cameras, lighting and editing equipment.

9 22. Defendants have notice of Plaintiff's rights through general publication and advertising
10 and more specifically as identified in the content of the motion picture, advertising associated
11 with the motion picture, and all packaging and copies, each of which bore a proper copyright
12 notice.

13 THE DEFENDANTS

14 In General

15 23. The Defendants are a group of BitTorrent users or peers whose computers are collectively
16 interconnected and used for illegally copying and distributing Plaintiff's motion picture.

17 24. The Defendants and each of them have illegally and without authorization from Plaintiff
18 copied, downloaded, shared and uploaded Plaintiff's motion picture using the BitTorrent system.

19 25. The Defendants and each of them have been identified as infringing Plaintiff's copyrights
20 in this district.

21 Further Identification of The Defendants

22 26. The Defendants have been identified as Does in the instant case and are indicated in the
23 attached Exhibit 1 by a specific Internet Protocol or IP address and a "hash" (a file identifier
24 generated by an algorithm developed and implemented by the National Security Agency).

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28 COMPLAINT – Page 4

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27. Under the BitTorrent protocol each file has a unique "hash" tied to a specific file. In the instant case, all hashes identified on Exhibit 1 have been confirmed as being for an unauthorized copy of Plaintiff's motion picture.

28. Despite Plaintiff's use of the best available investigative techniques, it is impossible for Plaintiff to identify Defendants by name at this time. Thus, the true names and capacities, whether individual, corporate, associate or otherwise of Defendants are unknown to Plaintiff, who therefore must sue the Defendants as Does 1 - 152.

29. Each Defendant can be specifically and uniquely identified by Plaintiff through the Internet Protocol or IP address assigned to that Defendant by his or her Internet Service Provider or ISP on the date and at the time at which the infringing activity was observed. In addition, Plaintiff has, to a reasonable degree of scientific certainty, learned the ISP for each Defendant, the torrent file copied and distributed by each Defendant, the BitTorrent client application utilized by each Defendant, and the location of each Defendant, at least down to the state level, if not the county level at the time of infringement as determined by geolocation technology. All of this information is provided in Exhibit 1.

30. Plaintiff believes that with a subpoena issued to the respective ISPs, the ISPs will have information which will lead to the identification of each of the Does true names and permit Plaintiff to amend this complaint to state the same. Specifically, Plaintiff intends to request expedited discovery for the sole purpose of issuing subpoenas to the ISPs that issued the IP addresses to Defendants in order to learn the identity of the account holders for the IP addresses.

JOINDER

31. Plaintiff acknowledges that joinder in this action under F.R.C.P. 20(a)(2) is permissive in that Plaintiff's claims arise out of the same occurrences or transactions, or series of occurrences or transactions and that there are questions of law and fact common to each of the Defendants.

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COMPLAINT - Page 5

32. All of the Defendants have collectively acted through BitTorrent to illegally download and distribute Plaintiff's motion picture, each damaging Plaintiff.

33. As such, Plaintiff's rights to relief, as stated below, ultimately arise out of the same series of transactions and occurrences.

34. This action also raises substantial questions of law and fact common to all Defendants.

35. Permissive joinder in the instant case is to permit a more efficient management of Plaintiff's claims against the several Defendants and to reduce the costs to Plaintiff and Defendants and to reduce the costs and burdens on the Court.

36. Notice is provided, that on being specifically identified and on request from an identified Defendant, Plaintiff agrees to sever any Defendant that claims prejudice in being joined in this matter and to proceed against each such Defendant individually.

FACTS COMMON TO ALL CLAIMS

IP Addresses

37. To connect to the internet, each Defendant was required to contract with an Internet Service Provider, or ISP, and create an account for service. It is the ISP that grants each user access to the internet and the ability to send and receive information, whether in the form of an email, photo or motion picture.

38. To identify the source and destination of any piece of information, an ISP assigns an Internet Protocol or IP address to each user which allows data to flow to and from each user of the internet.

39. Each IP address is unique, and for any one time an IP address can be traced back to a specific ISP account holder and user.

40. A standard term for any account for service from an ISP is that such service may not be used for illegal activity.

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41. Internet piracy and the use of the internet to conduct illegal activity are commonly known. As such both through the license granted to a user from their ISP to obtain an IP address and through common knowledge, Defendants were on notice of the need to limit the use of their IP address to legal and authorized activity.

BitTorrent

42. Defendants, and each of them, utilized an interactive peer-to-peer file transfer technology protocol to copy Plaintiff's motion picture.

43. Peer-to-peer networks, at least in their most common form, are computer systems that enable internet users to: 1) make files (including motion pictures) stored on each user's computer available for copying by other users or peers; 2) search for files stored on other users' computers; and 3) transfer exact copies of files from one computer to another via the internet.

44. The particular peer-to-peer protocol at issue in this suit is the BitTorrent protocol.

45. Defendants and each of them used BitTorrent in a collective and often interdependent manner via the internet in the unlawful reproduction and distribution of Plaintiff's copyrighted motion picture.

46. To use BitTorrent, a user intentionally downloads a small program that they install on their computers — the BitTorrent "client" application. The BitTorrent client is the user's interface during the downloading/uploading process.

47. A BitTorrent client application typically lacks the ability to search for media or content files. To find media or content available for download (as made available by other BitTorrent users), users intentionally visit a "torrent site" using a standard web browser.

48. A torrent site is a website that contains an index of media or content being made available by other users (generally an extensive listing of movies and television programs, among other copyrighted content). The torrent site hosts and distributes small files known as "torrent files." Torrent files do not contain actual media or content. Torrent files are used to instruct a

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1 user's computer where to go and how to get the desired media or content. Torrent files interact
2 with specific trackers, allowing the user to download the desired media or content.

3 49. The torrent file contains a unique hash identifier which is a unique identifier generated
4 by a mathematical algorithm developed by the National Security Agency. This torrent file is
5 tagged with the file's unique "hash," which acts as a "roadmap" to the IP addresses of other users
6 who are sharing the media or content identified by the unique hash, as well as specifics about the
7 media or content file.

8 50. A BitTorrent tracker manages the distribution of files, connecting uploaders (those who
9 are distributing content) with downloaders (those who are copying the content). A tracker directs
10 a BitTorrent user's computer to other users who have a particular file, and then facilitates the
11 download process from those users. When a BitTorrent user seeks to download a motion picture
12 or other content, he or she merely clicks on the appropriate torrent file on a torrent site, and the
13 torrent file instructs the client software how to connect to a tracker that will identify where the
14 file is available and begin downloading it. In addition to a tracker, a user can manage file
15 distribution through a Peer Exchange and/or a Distributed Hash Table.

16 51. A Peer Exchange is a communications protocol built into almost every BitTorrent
17 protocol which allows users to share files more quickly and efficiently. Peer Exchange is
18 responsible for helping users find more users that share the same media or content.

19 52. A Distributed Hash Table is a sort of world-wide telephone book, which uses each file's
20 "hash" to locate sources for the requested media or content. Thus, users are able to access a
21 partial list of other users with the media or content they want rather than being filtered through a
22 central computer called a tracker. By allowing users to rely on individual computers for
23 information, this not only reduces the load on the central tracker, but also means that every client
24 that is sharing this media or content is also helping to hold this worldwide network together.

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28 COMPLAINT - Page 8

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53. Files downloaded in this method are downloaded in hundreds of individual pieces. Each piece that is downloaded is immediately thereafter made available for distribution to other users seeking the same file. The effect of this technology makes every downloader also an uploader of the content. This means that every user who has a copy of the infringing media or content on a torrent network is also a source for others to download that media or content.

54. Thus, each IP address identified by the tracker is an uploading user who is running a BitTorrent client on his or her computer and who is offering the media or content for download. Once selected, the downloading user's BitTorrent client then begins downloading the media or content by communicating with the BitTorrent client programs running on one or more uploading users' computers.

55. The effect of this distributed network of users all downloading and uploading the same file creates what is commonly known as a "swarm" wherein users operate collectively to copy and distribute media and content.

56. Members of the swarm become interconnected to download files, wherein the download creates an exact digital copy on the downloaders' computers. As additional infringers request the same file, each additional infringer joins the collective swarm, and each new infringer receives pieces of the file from each other infringer in the swarm who has already downloaded any part of the file.

57. This distributed nature of BitTorrent leads to a rapid viral sharing of media and content throughout the collective peer users. As more peers join the collective swarm, the frequency and speed of successful downloads also increases.

58. Thus, a Defendant's distribution of even a single unlawful copy of the motion picture can result in the nearly instantaneous worldwide distribution of that single copy to an unlimited number of people. In this case, each Defendant's copyright infringement built upon the prior infringements, in a continuing cascade of infringement going forward.

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59. Further, though it is clearly established that the Defendants participated in the exact same swarm, likely directly linking to each other, the nature of the BitTorrent system is such that the exact same data may be in multiple swarms at the same time. As such, while a single swarm more directly links Defendants, the same data, Plaintiff's motion picture, is being transferred in many swarms, making every identified Defendant a participant in, if not the same transaction or occurrence, the same series of transactions or occurrences - the BitTorrent exchange of Plaintiff's motion picture.

Conduct of Defendants

60. Plaintiff has recorded each Defendant identified herein as actually copying and publishing Plaintiff's motion picture via BitTorrent, as Plaintiff's investigator has downloaded the motion picture from each Defendant identified herein.

61. Defendants' conduct was illegal and in violation of their license and terms of access to the internet through their ISP.

62. This case involves a single swarm in which numerous Defendants engaged in mass copyright infringement of Plaintiff's motion picture.

63. Each Defendant illegally uploaded and shared Plaintiff's motion picture within the swarm.

64. Upon information and belief, each Defendant was a willing and knowing participant in the swarm at issue and engaged in such participation for the purpose of infringing Plaintiff's copyright.

65. By participating in a swarm, each Defendant participated in the exact same or nearly identical transaction, occurrence, or series of transactions or occurrences as the other Defendants.

66. Upon information and belief, many Defendants also acted in concert with others, including other Defendants by participating in a Peer Exchange.

67. Upon information and belief, many Defendants also acted in concert with other

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1 Defendants and swarm members and by linking together globally through use of a Distributed
2 Hash Table.

3 68. Each defendant's conduct is effectively a collective enterprise constituting substantially
4 similar or identical facts.

5 **Exemplar Defendant**

6 69. For example, user Doe No. 4 of 152, known at this time only by the IP address of
7 50.135.237.228, and believed to reside in Lynnwood, initiated his or her infringing conduct by
8 first intentionally logging into the one of many BitTorrent client repositories known for their
9 large index of copyrighted movies, television shows, software and adult videos. Doe No. 4 then
10 intentionally obtained a torrent file identified by a "hash" or SHA1:
11 33E6C4D563C276F29A7A48502C6640191DE3DD72, in this specific instance which is for
12 Plaintiff's motion picture from the index and intentionally loaded that torrent file into a computer
13 program designed to read such files.

14 70. With the torrent file intentionally loaded by Doe No. 4, his or her BitTorrent program
15 used the BitTorrent protocol to initiate connections with hundreds of other users possessing and
16 uploading or sharing copies of the digital media described in
17 SHA1:33E6C4D563C276F29A7A48502C6640191DE3DD72, namely, Plaintiff's motion picture,
18 including with, upon information and belief, other identified Doe Defendants. As the motion
19 picture was copied to Doe No. 4's computer piece by piece, these downloaded pieces of
20 Plaintiff's motion picture were then immediately available to all other Defendants for those
21 Defendants' uses from Doe No. 4's computer.

22 71. Each of Does 1 - 152 performed the same acts as those described for Doe No. 4, above.
23 Each of these Defendants also immediately became an uploader, meaning that each downloaded
24 piece was immediately available to other users seeking to obtain the file without degradation in
25 sound or picture quality. It is in this way that each Defendant copied and distributed the motion

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28 COMPLAINT - Page 11

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1 picture at the same time. Thus, each participant in the BitTorrent swarm was an uploader or
2 distributor and also a downloader or copier of Plaintiff's motion picture.

3 **FIRST CLAIM FOR RELIEF**

4 **COPYRIGHT INFRINGEMENT**

5 72. Plaintiff repeats and realleges each of the allegations above.

6 73. Exhibit 1 identifies the Doe Defendants known to Plaintiff who have, without the
7 permission or consent of Plaintiff, distributed Plaintiff's motion picture through a public website
8 and any one of various public BitTorrent trackers, Peer Exchanges, and/or Distributed Hash
9 Tables.

10 74. Plaintiff alleges that each Defendant, without the permission or consent of Plaintiff, has
11 used, and continues to use, BitTorrent software to download Plaintiff's motion picture, to
12 distribute the motion picture to the public, including hundreds of other BitTorrent users, and/or
13 to make the motion picture available for distribution to others.

14 75. Defendants' actions constitute infringement of Plaintiff's exclusive rights under The
15 Copyright Act.

16 76. Defendants' conduct has been willful, intentional, in disregard of and indifferent to
17 Plaintiff's rights.

18 77. As a direct and proximate result of Defendants' conduct, Plaintiff's exclusive rights under
19 17 U.S.C. § 106 have been violated.

20 78. Plaintiff is entitled to damages pursuant to 17 U.S.C. § 504 and attorney fees and costs
21 pursuant to 17 U.S.C. § 505.

22 79. The conduct of each Defendant is causing and, unless enjoined and restrained by this
23 Court, will continue to cause Plaintiff great and irreparable injury.

24 80. Pursuant to 17 U.S.C. §§ 502 and 503, Plaintiff is entitled to injunctive relief prohibiting
25 each Defendant from further contributing to the infringement of Plaintiff's copyrights and

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ordering that each Defendant destroy all copies of Plaintiff's motion picture made in violation of Plaintiff's rights.

SECOND CLAIM FOR RELIEF

CONTRIBUTORY INFRINGEMENT

81. Plaintiff repeats and realleges each of the allegations 1 - 71 above.

82. Exhibit 1 identifies the Doe Defendants known to Plaintiff who have, without the permission or consent of Plaintiff, contributed to the infringement of Plaintiff's copyrights by other Defendants and other swarm members.

83. By participating in the BitTorrent swarm with other Defendants, each Defendant induced, caused or materially contributed to the infringement of Plaintiff's exclusive rights under the Copyright Act by other Defendants and other swarm members.

84. Defendants' conduct has been willful, intentional, in disregard of and indifferent to Plaintiff's rights.

85. As a direct and proximate result of Defendants' conduct, Plaintiff's exclusive rights under 17 U.S.C. § 106 have been violated.

86. Plaintiff is entitled to damages pursuant to 17 U.S.C. § 504 and attorney fees and costs pursuant to 17 U.S.C. § 505.

87. The conduct of each Defendant is causing and, unless enjoined and restrained by this Court, will continue to cause Plaintiff great and irreparable injury.

88. Pursuant to 17 U.S.C. §§ 502 and 503, Plaintiff is entitled to injunctive relief prohibiting each Defendant from further contributing to the infringement of Plaintiff's copyrights and ordering that each Defendant destroy all copies of Plaintiff's motion picture made in violation of Plaintiff's rights and take such further steps as are necessary to prevent further infringement.

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THIRD CLAIM FOR RELIEF**Indirect Infringement of Copyright**

89. Plaintiff repeats and realleges each of the allegations 1 - 71 above.

90. Defendants, and each of them, as identified by IP address in Exhibit 1, obtained internet access through an ISP and permitted, facilitated and promoted the use of the internet access identified with the specific IP address for the infringing of Plaintiff's exclusive rights under The Copyright Act by others.

91. Defendants, and each of them, are liable as indirect or secondary infringers.

92. Defendants, and each of them, failed to secure, police and protect the use of their internet service against illegal conduct, including the downloading and sharing of Plaintiff's motion picture by others.

93. Defendants' failure was with notice as illegal conduct is in violation of the law and in violation of the license for access granted to each Defendant by their ISP which issued them an IP address to access the internet.

94. Defendants' conduct has been willful, intentional, in disregard of and indifferent to Plaintiff's rights.

95. As a direct and proximate result of Defendants' conduct, Plaintiff's exclusive rights under 17 U.S.C. § 106 have been violated.

96. Plaintiff is entitled to damages pursuant to 17 U.S.C. § 504 and attorney fees and costs pursuant to 17 U.S.C. § 505.

97. The conduct of each Defendant is causing and, unless enjoined and restrained by this Court, will continue to cause Plaintiff great and irreparable injury.

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98. Pursuant to 17 U.S.C. §§ 502 and 503, Plaintiff is entitled to injunctive relief prohibiting each Defendant from further indirect infringement of Plaintiff's copyrights and ordering that each Defendant destroy all copies of Plaintiff's motion picture made in violation of Plaintiff's rights and take such further steps as are necessary to prevent further indirect infringement.

DAMAGES

99. Plaintiff has been damaged and claims damages of \$30,000.00 from each Defendant pursuant to 17 U.S.C. § 504(c)(1).

Notice of Further Claims

100. While the relief prayed for by Plaintiff is specific and less than may be allowed by law, Plaintiff hereby provides notice of the potential damages available under various laws, such as 17 U.S.C. § 504, which include:

- a. Defendants' profits;
- b. Plaintiff's full damages;
- c. Statutory damages of up to \$150,000.00 against each Defendant should there be a finding of willful conduct;
- d. All costs of this action; and
- e. Broad equitable relief, including the destruction of all infringing articles and equipment used in the infringement.

101. Plaintiff gives notice it may move to elect the full scope of relief available against each Defendant as discovery proceeds.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants and each of them as follows:

- A. For entry of permanent injunctions enjoining each Defendant from directly, contributorily or indirectly infringing Plaintiff's rights in Plaintiff's motion picture, including

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without limitation by using the internet to reproduce or copy Plaintiff's motion picture, to distribute Plaintiff's motion picture, or to make Plaintiff's motion picture available for distribution to the public, except pursuant to a lawful license or with the express authority of Plaintiff, and further directing Defendants to destroy all unauthorized copies of Plaintiff's motion picture;

B. For \$30,000.00 damages pursuant to 17 U.S.C. § 504;

C. For Plaintiff's reasonable costs and attorney fees pursuant to 17 U.S.C. § 505; and

D. For such other and further relief as the Court deems proper.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury.

DATED: March 20, 2013

Respectfully submitted,

The VanderMay Law Firm

/s/ Maureen C. VanderMay
Maureen C. VanderMay, WSBA No. 16742
email: court@vandermaylawfirm.com
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2085 Commercial Street NE
Salem, OR 97301
(503) 588-8053
Of Attorneys for Plaintiff

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Salem, Oregon 97301
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Exhibit 1

No	IP Address	P2PClient	HitDateUTC (MM/DD/YY)	FileHash	ISP	city
1	67.168.11.168	µTorrent 3.2.3	03/01/2013 01:39:45 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Olympia
2	71.231.92.218	Vuze 4.8.0.0	02/27/2013 12:52:54 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Everett
3	76.104.213.3	Vuze 4.9.0.0	02/26/2013 01:43:15 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Lynnwood
4	50.135.237.228	Vuze 4.8.1.2	02/24/2013 06:30:06 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Wave Broadband	Belfair
5	24.113.92.190	µTorrent Mac 1.9.0 (Beta)	02/24/2013 05:41:33 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Century Link	Seattle
6	75.172.5.214	Vuze 4.7.2.0	02/22/2013 01:24:46 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Maple Valley
7	67.185.75.123	µTorrent 3.2.3	02/17/2013 03:12:47 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Century Link	Tacoma
8	71.217.122.137	Vuze 4.7.2.0	02/11/2013 05:19:47 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Frontier Commur	Everett
9	50.46.215.100	µTorrent 3.2.3	02/07/2013 11:16:59 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Century Link	Seattle
10	174.31.182.251	Vuze 4.7.2.0	02/06/2013 04:39:33 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Federal Way
11	67.160.122.87	µTorrent 3.1.3	02/01/2013 10:22:38 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Auburn
12	50.135.195.227	µTorrent 3.2.3	01/29/2013 05:38:00 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Century Link	Tacoma
13	71.217.113.66	Vuze 4.7.2.0	01/27/2013 05:48:04 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Everett
14	71.231.168.250	µTorrent Mac 1.8.0	01/26/2013 08:04:56 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Seattle
15	24.17.7.130	Vuze 4.8.1.2	01/23/2013 08:06:00 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Tacoma
16	76.28.147.208	Vuze 4.5.0.4	01/20/2013 08:17:27 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Mercer Island
17	174.61.149.83	µTorrent 3.2.1	01/19/2013 04:59:24 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Frontier Commur	Lake Stevens
18	50.123.104.74	µTorrent 3.2.3	01/17/2013 12:37:27 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Century Link	Marysville
19	50.35.182.175	BitTorrent 7.7.3	01/15/2013 07:59:38 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Century Link	Kent
20	71.217.115.184	Vuze 4.7.2.0	01/13/2013 12:58:42 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Nobis Technology	Seattle
21	64.120.19.143	µTorrent 3.2.3	01/13/2013 09:56:27 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Seattle
22	24.19.200.142	µTorrent 2.2.0	01/09/2013 12:04:43 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Bellevue
23	50.194.61.206	µTorrent 3.2.3	01/08/2013 06:13:18 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Seattle
24	98.237.208.110	µTorrent 3.2.3	01/07/2013 08:08:13 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Marysville
25	76.22.36.15	BitTorrent 7.6.1	01/04/2013 02:22:29 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Century Link	Seattle
26	216.160.110.184	µTorrent 3.2.0	01/02/2013 09:05:13 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Seattle
27	67.182.128.128	µTorrent 3.2.3	12/30/2012 07:40:07 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Century Link	Seattle
28	71.212.75.17	µTorrent 3.2.3	12/26/2012 07:06:17 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Seattle
29	24.17.247.77	µTorrent 3.2.3	12/26/2012 12:05:09 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Auburn
30	76.22.105.179	µTorrent Mac 1.8.1	12/25/2012 09:08:07 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Kirkland
31	76.22.0.24	µTorrent 2.2.1	12/25/2012 04:58:13 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Frontier Commur	Redmond
32	50.54.234.29	Vuze 4.8.0.0	12/25/2012 03:09:14 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Puyallup
33	24.19.79.114	Vuze 4.5.0.4	12/25/2012 03:09:14 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Olympia
34	67.168.2.22	-UM15120				

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Elf-Man

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35	24.16.106.112	BitTorrent 7.6.1	12/25/2012 12:01:08 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Kent
36	75.172.13.216	µTorrent 3.1.3	12/24/2012 06:20:48 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Century Link	Seattle
37	24.22.4.200	µTorrent 3.1.3	12/24/2012 04:53:11 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Longview
38	24.17.255.120	µTorrent 3.2.3	12/24/2012 04:40:19 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Lynnwood
39	71.227.153.7	µTorrent 2.0.3	12/24/2012 01:02:56 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Seattle
40	24.22.207.95	Vuze 4.8.0.0	12/24/2012 12:00:03 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Aberdeen
41	50.46.245.88	µTorrent Mac 1.8.0	12/23/2012 09:07:47 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Frontier Commu	Bothell
42	71.231.9.59	µTorrent 3.2.3	12/23/2012 06:47:18 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Everett
43	24.17.161.53	SoMud 1.3.6.0	12/23/2012 06:03:12 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Bellingham
44	24.22.149.192	µTorrent 3.2.3	12/23/2012 04:50:45 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Auburn
45	67.183.4.58	µTorrent 3.2.2	12/23/2012 03:13:30 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Lynnwood
46	24.19.113.21	µTorrent 3.2.3	12/22/2012 09:38:46 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Spanaway
47	71.197.247.63	µTorrent 3.2.3	12/22/2012 01:57:32 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Seattle
48	98.225.41.68	µTorrent 3.2.0	12/21/2012 10:55:06 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Spanaway
49	131.191.60.99	BitTorrent 7.7.0	12/21/2012 03:27:11 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Click! Network	Tacoma
50	71.231.9.65	Vuze 4.8.0.0	12/21/2012 11:07:48 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Everett
51	67.185.178.170	Vuze 4.7.1.2	12/21/2012 04:00:13 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Bothell
52	76.22.63.135	µTorrent 3.2.3	12/21/2012 03:53:58 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Bellevue
53	67.171.248.243	µTorrent 3.2.2	12/21/2012 03:30:42 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Vancouver
54	24.19.137.43	Vuze 4.8.0.0	12/20/2012 10:57:00 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Puyallup
55	174.61.240.65	Vuze 4.8.1.2	12/20/2012 10:29:05 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Olympia
56	50.135.96.139	µTorrent 3.2.3	12/20/2012 10:02:55 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Everett
57	98.203.181.93	µTorrent 3.2.3	12/20/2012 03:59:21 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Tacoma
58	70.199.225.152	Vuze 4.8.0.0	12/20/2012 09:59:35 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Verizon Wireless	Graham
59	50.47.29.182	BitTorrent 7.7.0	12/20/2012 07:06:43 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Frontier Commu	Lynnwood
60	24.16.235.253	-UM15120	12/19/2012 09:19:45 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Renton
61	24.16.152.248	µTorrent 3.2.0	12/19/2012 12:43:16 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Bellevue
62	75.172.8.168	Vuze 4.8.0.0	12/19/2012 12:08:19 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Century Link	Federal Way
63	76.104.164.62	µTorrent 3.2.3	12/19/2012 09:02:51 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Everett
64	98.232.41.74	Vuze 4.8.0.0	12/19/2012 04:18:30 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Maple Valley
65	70.199.232.213	µTorrent 3.2.2	12/18/2012 08:18:54 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Verizon Wireless	Tacoma
66	76.115.180.68	µTorrent 3.2.0	12/18/2012 02:51:11 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Vancouver
67	76.115.73.185	µTorrent 2.2.1	12/18/2012 01:32:13 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Vancouver
68	24.18.33.65	BitTorrent 7.7.0	12/18/2012 01:01:52 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Auburn
69	24.22.24.61	µTorrent 3.2.2	12/17/2012 09:34:53 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Vancouver

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Elf-Man

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70	67.183.4.91	Vuze 4.8.0.0	12/17/2012 07:36:18 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Lynnwood
71	75.172.4.166	µTorrent 3.1.3	12/17/2012 06:39:17 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Century Link	Seattle
72	71.227.168.185	µTorrent 3.2.0	12/17/2012 01:45:47 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Seattle
73	63.228.109.222	BitTorrent 7.7.2	12/17/2012 01:00:32 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Century Link	Port Angeles
74	24.22.174.100	µTorrent 3.1.3	12/17/2012 12:08:21 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Federal Way
75	24.22.236.191	µTorrent 3.2.1	12/16/2012 10:11:31 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Lakewood
76	97.113.115.240	µTorrent 3.2.1	12/16/2012 07:28:14 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Century Link	Tacoma
77	199.30.250.206	µTorrent 3.2.2	12/16/2012 02:35:04 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	The Tulalip Tribes	Marysville
78	174.25.57.66	µTorrent 3.2.3	12/16/2012 03:29:31 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Century Link	Vancouver
79	71.231.150.220	(libtorrent (Rasterbar) 0.11	12/16/2012 12:45:51 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Edmonds
80	24.16.225.108	Vuze 4.7.1.2	12/15/2012 11:40:09 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Renton
81	23.19.33.30	Vuze 4.8.0.0	12/15/2012 03:11:01 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Seattle
82	131.191.9.111	µTorrent Mac 1.6.4	12/15/2012 09:32:32 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Click! Network	Tacoma
83	50.46.254.110	BitTorrent 7.7.2	12/15/2012 07:27:44 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Frontier Commu	Bothell
84	24.19.23.78	Vuze 4.8.0.0	12/15/2012 06:12:19 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Spanaway
85	71.231.140.125	Transmission 2.50	12/15/2012 03:48:39 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Seattle
86	71.236.183.138	Vuze 4.8.0.0	12/15/2012 02:08:44 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Vancouver
87	71.34.102.150	BitTorrent 7.2.1	12/14/2012 11:55:36 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Century Link	Olympia
88	50.135.165.207	µTorrent 3.2.1	12/13/2012 04:43:09 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Lynnwood
89	98.247.200.191	µTorrent 3.2.2	12/13/2012 02:28:01 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Frontier Commu	Mukilteo
90	50.46.191.244	µTorrent Mac 1.6.4	12/13/2012 02:05:50 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Bremerton
91	71.227.129.129	µTorrent 3.2.3	12/12/2012 07:56:02 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Lynnwood
92	71.231.131.32	µTorrent 3.2.3	12/12/2012 04:02:04 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Kent
93	24.16.106.37	µTorrent 3.2.1	12/11/2012 06:32:00 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Maple Valley
94	24.16.190.12	µTorrent 3.2.2	12/11/2012 05:48:49 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Monroe
95	67.168.23.220	µTorrent Mac 1.8.0	12/11/2012 04:08:41 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Shelton
96	67.183.126.251	BitTorrent 7.7.0	12/11/2012 08:02:34 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Seattle
97	24.18.189.246	µTorrent 3.2.3	12/11/2012 07:56:21 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Frontier Commu	Kirkland
98	50.46.114.148	BitComet 1.34	12/11/2012 04:24:57 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Frontier Commu	Lake Stevens
99	50.34.32.54	µTorrent 3.2.0	12/10/2012 05:59:36 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Business	Everett
100	173.10.108.201	µTorrent 3.2.2	12/10/2012 05:58:53 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Seattle
101	24.18.184.48	Vuze 4.7.2.0	12/10/2012 05:31:03 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	CenturyTel Intern	Montesano
102	207.118.11.217	Vuze 4.8.0.0	12/09/2012 10:59:15 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Vancouver
103	98.246.92.150	µTorrent 3.2.2	12/09/2012 10:31:59 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Bellingham
104	71.227.217.252	µTorrent 3.2.2	12/09/2012 03:47:49 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Bellingham

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Elf-Man

Elf-Man, LLC v. Does 1-152--W.D. WA

105	67.170.116.135	µTorrent 3.2.2	12/09/2012 12:43:30 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Everett
106	24.18.223.233	BitTorrent 7.7.0	12/09/2012 07:18:03 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Seattle
107	174.21.195.235	µTorrent Mac 1.8.0	12/09/2012 03:41:49 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Century Link	Seattle
108	71.227.203.121	Vuze 4.8.0.0	12/09/2012 03:07:35 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Lynnwood
109	174.21.240.189	Transmission 2.73	12/09/2012 01:24:03 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Century Link	Silverdale
110	76.121.116.189	Vuze 4.8.0.0	12/08/2012 09:23:23 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Tacoma
111	50.35.185.80	µTorrent 3.1.3	12/08/2012 06:41:54 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Frontier Commu	Marysville
112	67.171.4.199	µTorrent 3.2.2	12/08/2012 03:25:52 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Kent
113	24.21.77.42	Vuze 4.8.0.0	12/08/2012 05:33:59 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Camas
114	76.22.125.31	µTorrent Mac 1.8.0	12/08/2012 01:32:30 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Puyallup
115	98.125.178.89	µTorrent 3.2.1	12/08/2012 01:01:55 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	CenturyTel Intern	Gig Harbor
116	173.160.159.238	Transmission 2.51	12/07/2012 10:20:36 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Business	Auburn
117	174.34.144.147	µTorrent Mac 1.6.5	12/07/2012 07:32:25 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Nobis Technology	Seattle
118	24.19.48.10	Vuze 4.7.1.2	12/07/2012 03:08:44 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Seattle
119	71.237.240.173	BitTorrent 7.7.0	12/07/2012 01:53:56 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Vancouver
120	174.125.121.209	Vuze 4.7.1.2	12/07/2012 08:12:51 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	CenturyTel Intern	Gig Harbor
121	24.19.166.163	Vuze 4.8.0.0	12/06/2012 05:35:42 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Oak Harbor
122	71.231.16.73	µTorrent 3.1.3	12/06/2012 04:01:49 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Lakewood
123	71.217.120.188	µTorrent 3.1.3	12/06/2012 02:31:57 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Century Link	Renton
124	50.47.30.213	BitTorrent 7.7.0	12/05/2012 11:34:06 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Frontier Commu	Lynnwood
125	71.56.143.79	µTorrent 3.2.2	12/05/2012 06:23:14 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Vancouver
126	98.247.218.136	BitComet 1.34	12/05/2012 05:10:28 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Auburn
127	71.227.156.151	Transmission 2.73	12/04/2012 08:36:45 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Bellevue
128	24.16.165.209	µTorrent 2.2.1	12/04/2012 08:25:56 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Bremerton
129	97.120.121.206	µTorrent 3.2.2	12/04/2012 01:17:07 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Century Link	Battle Ground
130	24.17.68.46	µTorrent 3.2.2 (Beta)	12/04/2012 04:34:53 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Lynnwood
131	24.19.23.8	µTorrent 3.2.0	12/04/2012 03:39:57 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Puyallup
132	71.237.223.154	µTorrent 3.2.1	12/04/2012 01:35:26 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Vancouver
133	24.16.227.248	µTorrent 3.2.2	12/03/2012 10:25:00 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Renton
134	24.18.16.74	µTorrent 3.1.3	12/03/2012 08:15:41 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Maple Valley
135	98.246.85.142	µTorrent 3.2.1	12/03/2012 05:18:23 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Vancouver
136	207.118.7.103	Vuze 4.8.0.0	12/03/2012 04:56:35 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	CenturyTel Intern	Gig Harbor
137	75.172.110.226	-UM15140	12/03/2012 01:21:56 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Century Link	Lakewood
138	66.235.44.130	Vuze 4.8.0.0	12/03/2012 01:13:00 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Broadstripe	Seattle
139	67.168.86.56	Vuze 4.7.2.0	12/03/2012 12:42:07 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Olympia

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Elf-Man

Elf-Man, LLC v. Does 1-152--W.D. WA

140	66.235.7.79	µTorrent 3.2.0	12/02/2012 11:44:59 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Broadstripe	Seattle
141	50.47.146.50	µTorrent 3.1.3	12/02/2012 10:59:02 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Frontier Commu	Monroe
142	24.143.84.103	µTorrent 3.2.1	12/02/2012 10:58:30 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Broadstripe	Coupeville
143	50.35.181.117	µTorrent 3.2.0	12/02/2012 08:50:19 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Frontier Commu	Marysville
144	50.135.22.195	µTorrent 3.2.0	12/02/2012 07:48:12 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Tacoma
145	24.18.36.107	µTorrent 3.2.2	12/02/2012 05:51:46 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Maple Valley
146	71.227.240.130	BitTorrent 7.7.0	12/02/2012 02:15:47 PM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Lakewood
147	76.22.2.156	µTorrent 3.1.3	12/02/2012 08:54:21 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Kent
148	24.16.149.95	µTorrent 3.2.0	12/02/2012 07:14:55 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Auburn
149	67.189.9.135	BitTorrent 7.7.0	12/02/2012 02:52:41 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Vancouver
150	50.54.136.182	µTorrent 3.1.3	12/02/2012 01:13:41 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Frontier Commu	Lynden
151	24.19.72.148	Vuze 4.8.0.0	12/01/2012 09:59:39 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Puyallup
152	71.231.224.197	Vuze 4.8.0.0	12/01/2012 05:18:33 AM	SHA1: 33E6C4D563C276F29A7A48502C6640191DE3DD72	Comcast Cable	Seattle

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Elf- Man

Elf-Man, LLC v. Does 1-152--W.D. WA

FREQUENTLY ASKED QUESTIONS
Elf-Man, LLC v. Does 1-152 - Copyright Litigation
For settlement purposes only

WHY AM I BEING SUED?

Our client has obtained significant evidence that your IP address was used to copy and/or share its movie on the internet. When you copy, download or share movies, music or other copyrighted material without authorization from the copyright holder you are committing copyright infringement. The people that created the copyright protected material invested significant time and money to do so.

When someone owns a copyright, they are the only one that has the legal right to copy or distribute copies of that material.

Copyright infringement has become a serious problem for movie studios and record companies because it deprives the people that make the movies and music a right to the income to which they are legally entitled. When you illegally copy and share movies, music, books or other copyrighted works, you are not only depriving the movie studio, record label or publisher of income, but also the actors, musicians, songwriters, and other people that work hard on the project and are owed royalties.

Entertainment industry entities have often found that the only way they can stop or slow illegal copying and distribution is to file lawsuits and sue those that are infringing on their rights. These lawsuits attempt to recover losses suffered, stop the conduct and help deter others from stealing.

BUT THE DVD ONLY COSTS ABOUT \$20, WHY AM I BEING ASKED TO PAY \$7,5000.00?

In almost every way possible our client has already asked you to not copy its movies. There is a prominent notice readily visible on packaging and at the beginning of every major motion picture, including our client's.

US Copyright Law allows for up to \$150,000 plus attorney's fees for each infringement where the infringement was "willful." Our client believes the copying and sharing of its movie in this case was on purpose and therefore we expect that a court will find that the infringement was willful. Even if a court were to decide that you did not act willfully, a court can still award up to \$30,000 per infringement, plus attorney's fees, which can be thousands; tens of thousands if the matter proceeds to trial.

Copyright infringement is a serious problem. The courts have recognized this problem and awarded damages of over \$200,000 per title, in some cases. For example, seven clips of movies shared on BitTorrent resulted in a \$1,500,000.00 judgment against an infringer in *Flava Works, Inc. v. Ogiste*, (U.S. District Court, N.D. Ill. Case No. 1-12-cv-05084). *The judge considered that a single file on BitTorrent can be shared with hundreds and even thousands of people, awarding Flava Works over \$200,000 per title.*

Our client is not demanding maximum statutory damages at this time. Our client only wishes to stop the ongoing illegal and viral copying of its films. It is very expensive to attempt to stop copyright

Maureen C. VanderMay
2021 S. Jones Blvd.
Las Vegas, NV 89146

Page 1 of 5

Print or type
See Specific Instructions on page 2.

[illegible]

Date ▶

Form **W-9** (Rev. 12-2011)

DECLARATION OF J. CHRISTOPHER LYNCH
IN SUPPORT OF DEFENDANT'S REPLY
MEMORANDUM RE MOTION TO COMPEL - 95

EXHIBIT F

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

Defendants.

**SUPPLEMENTAL DECLARATION OF
COUNSEL IN SUPPORT OF PLAINTIFF'S
RESPONSE TO ORDER TO SHOW CAUSE
AND QUASHING SUBPOENAS**

1. I am counsel of record for Plaintiff in the above-entitled matter.
2. I make this supplement declaration in support of Plaintiff's Response to Order to Show Cause and Quashing Subpoenas and, more specifically, in response to the praecipe filed by Napat Tanamthai (Dkt. # 28). My statements are true to the best of my own knowledge, except as to those matters which are therein alleged on information and belief, and as to those matters, I believe them to be true.

The VanderMay Law Firm PC
2021 S. Jones Blvd.
Las Vegas, Nevada 89146
702-538-9300

3. I have reviewed the praecipe filed by Napat Tanamthai (Dkt. #. 28). This document claims that this person received materials from my office on June 25, 2013. The materials mailed by my office to Napat Tanamthai and Brian Mach were sent on May 6, 2013, three days before the Court issued its Order to Show Cause and Quashing Subpoenas in this action. Indeed, the letter filed with this praecipe is so dated. This mailing was disclosed to the Court in the material we filed in response to the Court's order to show cause.

4. Upon reviewing the praecipe and attached materials, I confirmed with my office staff that the material we sent to Napat Tanamthai and Brian Mach was sent out on May 6, 2013, and not at any point thereafter. If in fact this material was delivered to the recipients on June 25, 2013, this resulted from the actions of the USPS, the recipients, or some other party but not from any action taken by me or my office.

5. Attached to the praecipe is a blank IRS form W-9. We have no record of sending this form to the recipients, nor was it our intention to do so. In the unlikely event that the recipients in fact received this form from us, its inclusion was inadvertent.

6. Upon reviewing the Court's order to show cause, we ceased communicating with the prospective Defendants in this action. In an effort to ensure that we strictly comply with the Court's directive, we also immediately ceased communicating with counsel for such persons. In the face of repeated (and sometimes irate) communications from counsel regarding this matter, we have not responded to their inquiries.

7. In conjunction with the filing of our response to the Court's order to show cause, we did effect service on the persons who have appeared in this action, either pro se or through counsel. Because of our obligation under the governing rules to serve these materials upon parties who have appeared, I did not construe such service as constituting a communication subject to the Court's order. After we effected service of these materials I did receive an aggressive telephone

2 SUPPLEMENTAL DECLARATION OF
COUNSEL IN SUPPORT OF
PLAINTIFF'S RESPONSE TO
ORDER TO SHOW CAUSE AND QUASHING
SUBPOENAS (2:13-CV-507)

The VanderMay Law Firm PC
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Las Vegas, Nevada 89146
702-538-9300

message from a pro se party. At my instruction, our staff simply took his message and we did not return the call.

8. With the exception of the blank IRS Form W-9, the material filed with the praecipe constitutes confidential settlement discussions and should have been filed under seal. Plaintiff requests that the Court remedy this situation by directing that Docket No. 28 be sealed by the Court Clerk.

I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

DATED: June 28, 2013

Respectfully submitted,

The VanderMay Law Firm

/s/ Maureen C. VanderMay
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Of Attorneys for Plaintiff

3 SUPPLEMENTAL DECLARATION OF
COUNSEL IN SUPPORT OF
PLAINTIFF'S RESPONSE TO
ORDER TO SHOW CAUSE AND QUASHING
SUBPOENAS (2:13-CV-507)

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