



CRIMINAL COMPLAINT & EVIDENCE BUNDLE

To: Criminal Investigations Department (CID), Royal Police Force of Antigua and Barbuda

From: Alkiviades (Alki) David

Date: 27 March 2026

EXECUTIVE SUMMARY

This non-political complaint requests investigation into perverting the course of justice and conspiracy to pervert the course of justice.

An ABS broadcast publicly described active litigation as fabricated, a fishing expedition, and extortion, while proceedings were ongoing before Justice Rene Williams.

The matter involves overlapping proceedings in Antigua, the United Kingdom, and California.

EXHIBIT A – ABS BROADCAST

Broadcast naming the Complainant and describing litigation as a 'total fabrication', 'fishing expedition', and 'extortion strategy'.

Statements attributed to local sources and the Leader of the Opposition.

Narrative repeated twice at the conclusion, conveying the claim was fabricated.

Request: CID to obtain full unedited broadcast recording.

EXHIBIT B – 16 JANUARY 2026 HEARING TRANSCRIPT

Before Justice Rene Williams in Claim No. ANUHCV2025/0149.

Shows active court proceedings, jurisdiction arguments, and references to parallel cases in London and California.

Exhibit C – Court Order

outside of Antigua and Barbuda.

2. The allegations contained in the claim disclose a reasonable cause of action in accordance with the laws of Antigua and Barbuda against the Defendants.

IT IS HEREBY ORDERED THAT:

1. The Claimant and the Honourable Attorney General (as amicus) shall by 15th December 2025 file submissions on whether:
 - A. The court has jurisdiction in the circumstances where none of the defendants appear to reside within the jurisdiction and most of the allegations in the claim appear to relate to acts occurring outside of Antigua and Barbuda.
 - B. The allegations contained in the claim disclose any reasonable causes of action in accordance with the laws of Antigua and Barbuda against the Defendants.
2. The Claimant is barred from filing any other documents in this matter except for the written submissions required by this order, and the Court Office shall refuse to accept the filing of any other documents by the Claimant without leave of this court.
3. The matter is adjourned to 16th January 2026 for further hearing.
4. The shall have carriage of this order.

BY THE COURT
REGISTRAR

Rene Williams
Approved
7.11.2025

THE EASTERN CARIBBEAN

Exhibit D – Court Order

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3. The matter is adj
4. The shall have ca

Rene Williams
Approved
7.11.2025

Exhibit D

Exhibit E – Court Order

**THE EASTERN CARIBBEAN SUPREME COURT
IN THE HIGH COURT OF JUSTICE**

**ANTIGUA AND BARBUDA
CLAIM NOS. ANUHCV2025/0149**

BETWEEN:

ALKIVIADES DAVID

Claimant

And

- 1. DAVID BOIES**
- 2. GLORIA ALLRED**
- 3. DANI PERETZ**
- 4. SHARI REDSTONE**
- 5. DAPHNE BARAK**
- 6. MICHEAL AVENATTI**
- 7. TOM GIRADI**
- 8. BLACK CUBE LTD**
- 9. LIMEWIRE NFT HOLDINGS**
- 10. EDGAR BRONFMAN**
- 11. JOHN BRANCA**
- 12. JOHN MCCLAIN**
- 13. DOES 1-100**

Defendant

SETTLED DRAFT ORDER

**BEFORE: THE HONOURABLE JUSTICE RENE WILLIAMS (IN
CHAMBERS)**

DATED : THE 29th DAY October 2025

ENTERED : THE DAY 2025

APPEARANCES :

UPON THIS CLAIM filed herein on 17th April 2025

AND UPON THE COURT being concerned as to whether:

1. The court has jurisdiction in the circumstances where none of the defendants appear to reside within the jurisdiction and most of the allegations in the claim appear to relate to acts occurring

Exhibit F – Court Order

outside of Antigua and Barbuda.

2. The allegations contained in the claim disclose a reasonable cause of action in accordance with the laws of Antigua and Barbuda against the Defendants.

IT IS HEREBY ORDERED THAT:

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 - A. The court has jurisdiction in the circumstances where none of the defendants appear to reside within the jurisdiction and most of the allegations in the claim appear to relate to acts occurring outside of Antigua and Barbuda.
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2. The Claimant is barred from filing any other documents in this matter except for the written submissions required by this order, and the Court Office shall refuse to accept the filing of any other documents by the Claimant without leave of this court.
3. The matter is adjourned to 16th January 2026 for further hearing.
4. The shall have carriage of this order.

BY THE COURT
REGISTRAR

Rene Williams
Approved
7.11.2025

EXHIBIT G – CONTESTED DOCUMENT

Document relied upon in proceedings with missing parties.

Request for CID investigation into authorship and origin.

Case Number : ANUHCV2025/0149

IN THE HIGH COURT OF JUSTICE

ANTIGUA AND BARBUDA

Claim No: [To be assigned by Registry]

BETWEEN:

ALKIVIADES DAVID

of SwissX Island, St. John's, Antigua & Barbuda

Claimant

— AND —

1. **DAVID BOIES**, of Boies Schiller Flexner LLP
2. **GLORIA ALLRED**, of Allred, Maroko & Goldberg
3. **DANI PERETZ**, of Geneva, Switzerland & Tel Aviv, Israel
4. **SHARI REDSTONE**, of Paramount Global, and Caribbean Holdings
5. **DAPHNE BARAK**, of Beverly Hills, California and Tel Aviv, Israel
6. **MICHAEL AVENATTI**, formerly of Eagan Avenatti LLP
7. **TOM GIRARDI**, incarcerated at Federal Medical Center, Butner, North Carolina, USA
8. **BLACK CUBE LTD**, an Israeli-owned private intelligence agency based in London and Tel Aviv, Israel
9. **LIMEWIRE NFT HOLDINGS**, with assets and servers in the Caribbean
10. **EDGAR BRONFMAN SR. (Deceased)**, estate with real property in St. Barthélemy
11. **JOHN BRANCA**, of West Hollywood and Jumby Bay, Antigua
12. **JOHN MCCLAIN**, music executive, of Los Angeles and Bahamas
13. **THE EXECUTIVE MEMBERS OF THE UNITED PROGRESSIVE PARTY (UPP)**,
Antigua & Barbuda
14. **And DOES 1–100**

Defendants

STATEMENT OF CLAIM

Exhibit G



Submitted Date: 17/04/2025 13:21

Filed Date: 17/04/2025 13:21

Fees Paid: 52.00

EXHIBIT H – CALIFORNIA DEFAULT NOTICE

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
EVA McCLINTOCK, CLERK

DIVISION 1 March 17, 2026

Ebby S. Bakhtiar
Livingston & Bakhtiar
3435 Wilshire Blvd., Suite 1669
Los Angeles, CA 90010

Gary A. Dordick
Dustin Zal Moaven
Dordick Law Corporation
1122 Wilshire Blvd.
Los Angeles, CA 90017

JANE DOE,
Plaintiff and Respondent,
v.
ALKIVIADES DAVID et al.,
Defendants and Appellants.

B341119 consolidated with B345361
Los Angeles County Super. Ct. No. 20STCV37498

NOTICE TO ALL COUNSEL RE RESPONDENT'S DEFAULT

This form has been mailed to all counsel to advise that counsel for respondent has failed to file a timely respondent's brief and that notice of default has issued.

Counsel for respondent(s) Jane Doe is hereby notified that if the brief is not on file within 15 days after the date of this notice, or good cause shown for relief from default, the appeal will be submitted for decision upon the record and appellant's opening brief. (Cal. Rules of Court, rule 8.220(a)(2).)

Respondent(s) should take note that failure to file a brief will be deemed a waiver of oral argument.

Very truly yours,
Eva McClintock, Clerk

by: _____
Deputy Clerk

cc: James G. Bohm
Cecilia Preciado
File

SIGNED

Alkiviades (Alki) David

27 March 2026



EXHIBIT AG

Submitted Date: 14/10/2025 09:46

Antigua and Barbuda Carbon Compliance Market Act (2025) Filed Date: 14/10/2025 09:48

Fees Paid: 17.00

An Act to establish a legal framework for the generation, verification, registration, and trading of carbon credits within Antigua and Barbuda, and to align national carbon market mechanisms with the country's Nationally Determined Contributions (NDCs) under the Paris Agreement.

1. Short Title

This Act may be cited as the Carbon Compliance Market Act, 2025.

2. Purpose

The purpose of this Act is to establish Antigua and Barbuda's national compliance carbon market, regulate carbon credit issuance and trade under Article 6 of the Paris Agreement, and promote investment in blue-carbon and green-carbon projects.

3. Definitions

Carbon Credit means a tradable certificate representing one metric ton of carbon dioxide reduced, sequestered, or avoided. Authorized Project Developer includes entities licensed by the Ministry of Environment, such as the SwissX Sovereign Wealth Fund.

4. Establishment of National Carbon Market Authority

There is hereby established a body corporate known as the Antigua and Barbuda Carbon Market Authority (ABCMA). The Authority shall oversee certification, approve methodologies, and coordinate with the UNFCCC.

5. Authorization of Project Developers

The Minister may designate qualified entities as Authorized Project Developers responsible for MRV and community benefit sharing.

6. Eligible Projects

Projects qualifying for compliance credits include blue-carbon restoration, biochar, regenerative agriculture, renewable energy, and waste-to-energy initiatives.

7. Verification and Certification

Verification must be conducted by an accredited Designated Operational Entity (DOE). Certified credits shall be recorded in the ABCR with full traceability.

8. Ownership and Transfer

Carbon credits are recognized as financial instruments. Ownership vests in the project proponent unless otherwise specified.

9. Government Revenue and Benefit-Sharing

Ten percent of proceeds from international transfers shall accrue to the National Climate Resilience Fund and ten percent to community programs.

10. Integration with International Systems

The ABCMA shall liaise with the UNFCCC to register Antigua's participation under Article 6 mechanisms.

11. Legal Recognition of Digital Tokens

Carbon credits may be issued digitally on blockchain systems, equivalent to paper certificates.

12. Offences and Penalties

Fraudulent issuance or falsification of MRV data shall attract fines up to EC\$500,000 or imprisonment for up to 5 years.

13. Transitional Provisions

Existing voluntary credits may be grandfathered into the compliance market within six months of this Act's commencement.

14. Regulations


The Minister may make regulations prescribing MRV standards, project approval procedures, and benefit-sharing frameworks.

15. Commencement

This Act shall come into force on such date as the Minister may, by Order published in the Gazette, appoint.

Explanatory Memorandum

This Act provides a comprehensive foundation for Antigua and Barbuda's entry into the global compliance carbon market. It formalizes the issuance, verification, and trading of carbon credits generated by national projects in blue carbon, sargassum composting, biochar, and renewable energy. The Act strengthens economic resilience, supports climate adaptation, and empowers local communities through carbon revenue-sharing and sustainable job creation.


Tammie Gage
Commissioner of Oath
Antigua and Barbuda

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THE LAUNCH OF THE BIG RED MACHINE

A New Era Begins

TUESDAY
APRIL 7TH
2026

7:00PM
PEOPLE'S PLACE
Lady Nugent Avenue

Antigua and Barbuda to launch Online Portal in 2026 to Publish All Government Contracts

December 8, 2025



Prime Minister Gaston Browne on Pointe FM (screenshot)

A promotional banner for FLOW. The background is blue with abstract shapes. On the left, the text reads 'Unlimited Wi-Fi, Unbeatable price.' in white, followed by 'UNLIMITED Data | \$300.00' in yellow and white. On the right, there is a 'Click here' button in an orange box and the 'FLOW' logo. An illustration of a woman in a pink jacket and yellow pants is on the right side. The website 'discoverflow.co' is in the bottom left corner.

A promotional banner for the 'MBS 2026 CALENDAR CHALLENGE'. The top text says 'MBS 2026 CALENDAR CHALLENGE' and 'BETTER LIVING, BETTER LIFE'. The central image shows a calendar for March 2026 with a magnifying glass over the dates. To the left is a group photo of people in green and yellow shirts with the text 'SAY YES TO Better Living, Better Life'. To the right is a woman holding a card. At the bottom, there are two buttons: 'DOWNLOAD Get your copy at WWW.MBS.GOV.AG' and 'JOIN THE CHALLENGE SUBMIT & WIN! publicrelations@mbs.gov.ag'. The bottom text reads 'Complete 3 Monthly Challenges • Submit Proof • Win!' and 'Eat Well . Move More . Access Services . Stay Compliant.'

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Browne Promises Public Access to Every Government Contract Under New 2026 Portal

Prime Minister **Gaston Browne** says his administration will launch a public “citizens’ portal” in 2026 that will **publish all government purchases and contracts**, a move he framed as part of a wider governance reform effort sparked by recent controversy over **vehicle acquisitions** within state entities.

Speaking on the *Browne and Browne Show*, Browne said the new platform will allow any member of the public to review state spending. “We’ll have a citizens portal,” he said.





“So all the purchases that we make, all the contracts that we give will be on that portal so anybody can go and examine.”



REGGAE IN THE PARK 15

ZAMBAI AND FRIENDS

BLESS EYE

LUCIANO

THE STRAYS

THE CLIMA BAND

TUE 21 APR

GENERAL \$120

PAY MORE AT THE GATE

GOLD \$300

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FALMOUTH RECTORY GROUNDS @ 7:00PM

FOOD AND DRINKS ON SALE

IRIE HEIGHTS CABANA CLUB \$6,000 PER CABANA

Limited Availability

TICKET OUTLETS

Landing Strip, Weatherill's, Pink Mongoose Studio, Roti King, Rivers by Quintessence (Redcliffe Quay), Can I Talk Mobile in English Harbour, Darkwood Beach Bar, Quintessence Variety Plus (QV+, Friars Hill Road)

ticketing
TICKETS AVAILABLE



The Prime Minister linked the initiative to concerns raised during the vehicle-purchase dispute and said the government intends to strengthen oversight systems to prevent misuse of state resources.

He described instances in which individuals resisted accountability measures and suggested that the portal will help curb abuse by making procurement information fully accessible.





His remarks came as part of a broader discussion on governance standards, during which he said public officials must understand that efforts to tighten controls are intended to protect state finances and ensure that resources are used “exclusively for the empowerment of our people, especially the poor and the vulnerable.”

Browne said the administration is actively “plugging gaps” across government systems and expects the digital portal to form a central part of a modernized procurement framework in the coming year.



The announcement follows heightened public scrutiny after the vehicle matter prompted calls for improved transparency and stronger compliance mechanisms.





The portal is expected to go live in 2026.

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NEWS | CARIBBEAN | ANTIGUA & BARBUDA

US Court rules in favor of Antigua PM in Alfa Nero legal dispute

March 30, 2026



Prime Minister Gaston Browne

By **Jovani Davis**

The United States Court of Appeals has ruled in favor of Antigua and Barbuda Prime Minister Gaston Browne and other Antiguan and Barbudan individuals and entities in a financial disclosure case brought by Russian citizen Yulia Guryeva Motlokhov.





Motlokhov had claimed ownership of the Alfa Nero and challenged the Antigua and Barbuda Government's 2024 sale of the vessel. The Appeals Court affirmed the District Court's order, rejecting her request for discovery and quashing subpoenas served on the Clearing House and US Federal Reserve. All documents obtained under these subpoenas must now be destroyed, with proof submitted to the court.

Attorneys for Prime Minister Browne are exploring recovering some of the legal costs incurred during the appellate process. While Motlokhov could attempt to take the case to the US Supreme Court, legal experts say this is unlikely, as there is no automatic right of appeal.



The ruling is being hailed as another major legal victory for Prime Minister Browne, who has maintained that the government's sale of the vessel was fully transparent.

In a related legal move, Browne has filed a US\$10 million defamation lawsuit against US attorney Martin De Luca and his law firm Boies Schiller over statements made during the disclosure case. While the firm has been served, efforts are ongoing to locate De Luca to serve him with the claim.





NEWS | CARIBBEAN | ANTIGUA & BARBUDA

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March 30, 2026



Prime Minister Gaston Browne

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MEMORANDUM

Case No. CV 11-9437 DSF (JCx)

Date 7/13/12

Title Alkiviades David, et al., v. CBS Interactive Inc., et al.

Present: The
Honorable

DALE S. FISCHER, United States District Judge

Debra Plato

Not Present

Deputy Clerk

Court Reporter

Attorneys Present for Plaintiffs:

Attorneys Present for Defendants:

Not Present

Not Present

Proceedings: (In Chambers) Order GRANTING in part and DENYING in part Defendants' Motion to Dismiss Complaint (Docket No. 14)

I. INTRODUCTION

Defendant CBS Interactive is the owner and operator of Defendant corporation CNET Networks, Inc. (Mot. Dismiss 4.) CNET is a website network that specializes in information about technology, software, and consumer electronics. (Id. 3.) One of the websites in CNET's network is download.com, which provides its users with download links for third-party software that is submitted by the software publishers. (Id.) Hundreds of thousands of products are accessible on download.com, including peer-to-peer (P2P) file-sharing software. (Id. 4.)

Based upon allegations that Defendants distributed P2P software that was used to infringe copyrights, Plaintiffs brought suit, asserting claims for (1) vicarious copyright infringement, (2) contributory infringement, and (3) inducement of infringement. (Id. 5; Pls.' Complaint ¶ 2.) Beyond allegations that Defendants distributed P2P software, Plaintiffs also allege that Defendants published articles, videos, and reviews that encouraged users to download copyrighted material with the available P2P software. (Pls.' Complaint ¶ 10.)

Defendants filed a Motion to Dismiss, seeking to dismiss all claims. (Docket No. 14.)

II. LEGAL STANDARD

Federal Rule of Civil Procedure 12(b)(6) allows an attack on the pleadings for

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MEMORANDUM

failure to state a claim upon which relief can be granted. “[W]hen ruling on a defendant’s motion to dismiss, a judge must accept as true all of the factual allegations contained in the complaint.” Erickson v. Pardus, 551 U.S. 89, 94 (2007). However, allegations contradicted by matters properly subject to judicial notice or by exhibit need not be accepted as true, Spewell v. Golden State Warriors, 266 F.3d 979, 988 (9th Cir. 2001); and a court is “not bound to accept as true a legal conclusion couched as a factual allegation.” Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009) (internal quotation marks omitted). “Nor does a complaint suffice if it tenders naked assertion[s] devoid of further factual enhancement.” Id. (alteration in original; internal quotation marks omitted). A complaint must “state a claim to relief that is plausible on its face.” Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570 (2007). This means that the complaint must plead “factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” Iqbal, 556 U.S. at 678. “The plausibility standard is not akin to a ‘probability requirement,’ but it asks for more than a sheer possibility that a defendant has acted unlawfully.” Id. Ruling on a motion to dismiss will be “a context-specific task that requires the reviewing court to draw on its judicial experience and common sense. But where the well-pleaded facts do not permit the court to infer more than the mere possibility of misconduct, the complaint has alleged – but it has not show[n] – that the pleader is entitled to relief.” Iqbal, 556 U.S. at 679 (alteration in original; internal quotation marks and citation omitted).

“Normally, when a viable case may be pled, a district court should freely grant leave to amend.” Cafasso v. Gen. Dynamics C4 Sys., 637 F.3d 1047, 1058 (9th Cir. 2011).

III. DISCUSSION

A. Vicarious Copyright Infringement

To state a claim for vicarious copyright infringement, a plaintiff must allege that the defendant is (1) profiting from the direct infringement, and (2) declining to exercise a right and ability to stop the infringement. Metro-Goldwyn-Mayer Studios Inc. v. Grokster, Ltd. 545 U.S. 913, 930 (2005) (Grokster); see also Perfect-10, Inc. v. Visa Int’l Serv., Ass’n, 494 F.3d 788, 802 (9th Cir. 2007) (Perfect-10 Visa). Vicarious liability doctrine arises from the principles of *respondeat superior*, and focuses on the degree of direct control that the defendant has over the directly infringing party. Perfect-10 Visa, 494 F.3d at 802-03. Defendant must have more than just an opportunity to control the infringement, they must have a legal right to do so. Id. (“[T]he mere ability to withdraw a financial ‘carrot’ does not create the ‘stick’ of ‘right and ability’ that vicarious infringement requires.”); see also Perfect-10, Inc. v. Amazon.com, Inc., 508 F.3d 1146, 1173 (9th Cir. 2007) (Perfect-10 Amazon).

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MEMORANDUM

In Perfect-10 Amazon, the Ninth Circuit affirmed the dismissal of a vicarious copyright infringement claim against an internet search engine because it had neither a contractual nor implied right to “stop direct infringement by third-party websites,” despite its ability to control its index, search results, and web pages. 508 F.3d at 1173-74. Even though the search engine’s policies stated that it reserved “the right to monitor and terminate partnerships with entities that violate others’ copyright[s],” the Ninth Circuit affirmed that the search engine did not have the right to stop direct infringement by third party web sites, because the web site could continue to infringe copyrights even after the partnership was terminated. Id.

Similarly, the Ninth Circuit affirmed the dismissal of a vicarious infringement claim against companies that provided payment services to third-party file-sharing websites in Perfect-10 Visa, 494 F.3d at 802-03. The necessary level of control was not established because, “[d]efendants cannot take away the software the offending websites use to copy, alter, and distribute the infringing images, cannot remove those websites from the internet, and cannot themselves block the distribution of those images over the internet.” Id. at 805. Though the companies had the right to deny their services, “and hence, the literal power to ‘stop or limit’ the infringement, they . . . do not exercise sufficient control over the actual infringing activity for vicarious liability to attach.” Id. at 806.

Here, Plaintiffs do not sufficiently allege that Defendants have the ability to control the direct infringement. If Defendants removed the links to P2P software from their site, infringing third-parties would not be prevented from seeking the software out elsewhere and continuing to pirate copyrighted music. Defendants control whether infringing third-parties can access the P2P software through their site, but do not have the right to stop users from using the software to download copyrighted material illegally. Similar to the search engine in Perfect-10 Amazon, Defendants exercise control over their index and search results, curating the programs available through their services. This does not equate to control over direct infringement.

Because Plaintiffs fail to allege that Defendants had the right and ability to control the direct infringement, the Motion to Dismiss is GRANTED as to the vicarious copyright infringement claim.

B. Contributory Copyright Infringement

Traditionally, a party who “induces, causes or materially contributes to the infringing conduct of another,” and who has knowledge of the infringing conduct, may be held liable for contributory infringement. A&M Records, Inc. v. Napster, Inc., 239 F.3d 1004, 1019 (9th Cir. 2001) (Napster). In Grokster, the Supreme Court identified two variations on contributory liability: “Liability under our jurisprudence may be predicated

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MEMORANDUM

on actively encouraging (or inducing) infringement through specific acts . . . or on distributing a product distributees use to infringe copyrights, if the product is not capable of ‘substantial’ or ‘commercially significant’ non-infringing uses.” 545 U.S. at 942 (Ginsburg, J., concurring). The Ninth Circuit has further attempted to articulate the basic test, distinguishing the variations as situations in which the defendant either (1) materially contributes to the infringement, or (2) induces the infringement. Perfect-10 Visa, 494 F.3d at 795.

1. Material Contribution

Stating a claim under the material contribution theory of contributory liability requires allegations that defendant knew or should have known of specific infringing material. Napster, 239 F.3d at 1020-21 (9th Cir. 2001). Knowledge cannot be imputed to a defendant merely because it is distributing a product that is used for purposes of infringement, if the product is “capable of substantial noninfringing uses.” Sony Corp. of Am. v. Universal City Studios, Inc., 464 U.S. 417, 442 (1984) (“the sale of copying equipment, like the sale of other articles of commerce, does not constitute contributory infringement if the product is widely used for legitimate, unobjectionable purposes.”); see also Napster, 239 F.3d at 1021.

Defendants contend that Napster requires actual knowledge of specific infringements, relying on the statement, “absent any specific information which identifies infringing activity, a computer system operator cannot be liable for contributory infringement merely because the structure of the system allows for the exchange of copyrighted material.” Id. But the Ninth Circuit did not discard constructive knowledge as a sufficient basis for contributory liability. It simply found that it need not address constructive knowledge. Following Sony, the court declined to impose liability based solely on defendant Napster’s P2P software, instead basing liability on Napster’s conduct with respect to the use of that software. Id. at 1020 (“We are compelled to make a clear distinction between the architecture of the Napster system and Napster’s conduct in relation to the operational capacity of the system.”). The Ninth Circuit determined that liability could be imposed because Napster had “*actual* knowledge that *specific* infringing material [was] available using its system.” Id. at 1022; see also id. at 1022, n. 6 (“[D]efendant had actual notice of direct infringement because the RIAA informed it of more than 12,000 infringing files.”).

In Perfect-10 Amazon, the court upheld the Napster test, re-emphasizing that the knowledge be of *specific* infringing material. 508 F.3d at 1172 (“Applying our test, Google could be held contributorily liable if it had knowledge that infringing Perfect 10 images were available using its search engine, could take simple measures to prevent further damage to Perfect 10’s copyrighted works, and failed to take such steps.”); see

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MEMORANDUM

also Sony, 464 U.S. at 446 (“[I]n an action for *contributory* infringement . . . the copyright holder may not prevail unless the relief that he seeks affects only his programs, or unless he speaks for virtually all copyright holders with an interest in the outcome.”).

Along with knowledge of specific infringing material, the plaintiffs must also allege that the defendant materially contributed to the infringing conduct. Perfect-10 Visa, 494 F.3d at 796. A party materially contributes to copyright infringement if the infringing activity would be substantially more difficult without that party’s services. Fonovisa, Inc. v. Cherry Auction, Inc., 76 F.3d 259, 264 (9th Cir. 1996). Alleging that a defendant provided the “sites and facilities” for the infringement is adequate to plead material contribution. See id.; Napster, 239 F.3d at 1022. In Napster, Napster materially contributed because its users could not “find and download the music they want with . . . ease” in the absence of Napster’s services. 239 F.3d at 1022. Likewise, in Fonovisa, a swap meet operator was found contributorily liable for the sale of pirated music at a swap meet because it “actively strive[d] to provide the environment and the market for counterfeit recording sales to thrive.” 76 F.3d at 264. Conversely, in Perfect-10 Visa, defendant credit card companies did not materially contribute to third-party infringement because the plaintiff did not allege that the infringing material passed over the defendants’ networks, that defendants’ networks were used to alter or display the infringing images, or that the defendants helped locate or distribute infringing material.

Here too, Plaintiffs fail to allege that Defendants had knowledge sufficient to state a claim for contributory liability. Though the Ninth Circuit did not preclude constructive knowledge as a basis for material contribution in Napster as Defendants here assert, it did not delineate what constitutes constructive knowledge in a contributory liability claim, focusing instead on Napster’s *actual* knowledge. Regardless, Plaintiffs do not allege that Defendants had knowledge - actual or constructive - of *specific* works of the Plaintiffs. Allegations that Defendants had knowledge that the overarching purpose of the P2P software was piracy are not enough to satisfy the knowledge standard laid out by the Ninth Circuit in Napster. Unlike Napster, where defendant Napster had been notified of 12,000 specific infringing files, Plaintiffs make no claim that Defendants had specific knowledge of their copyrighted works being infringed by users of their services. Though Plaintiffs allege that CNET’s editors compared different P2P products using specific copyrighted songs of non-parties, Plaintiffs do not assert any specific examples of infringement of Plaintiffs’ works. Plaintiffs do not allege that Defendants were notified of specific infringement of Plaintiffs’ copyrights, nor that they had the ability to learn of such infringement.

Further, Plaintiffs do not adequately allege that Defendants materially contributed to the infringing conduct. Although Plaintiffs allege that Defendants’ distribution of the P2P software is a material contribution, no copyrighted material is available through Defendants’ website. Instead, a potential infringer can only download the P2P software.

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The courts have yet to find contributory liability based on a tertiary actor's conduct. In Fonovisa, the infringing material was located in and traded at the defendant's market. In Napster, Napster's services allowed users to locate and download copyrighted material. In both instances, the defendant's service allowed for a user to directly infringe on copyrights. Here, Defendants' services do not allow for direct infringement, as Defendants do not provide the "site and facilities" for users to find copyrighted material. Like Perfect-10 Visa, the Defendants' services are not used to distribute infringing materials. The P2P software on Defendants' website was not developed by Defendants, is not maintained by them, and is accessible elsewhere on the internet.

The test that has been reiterated by the Ninth Circuit requires knowledge of specific infringements first. Next, the defendant must be able to take simple steps to stop the infringement. Here, even if knowledge could be properly alleged, Defendants could not take simple steps to stop the infringement. Though Defendants could remove the P2P software from their website, they cannot disable the software that has already been downloaded, and cannot prevent future infringement.

Because Plaintiffs fail to allege both that Defendants had the requisite knowledge and that Defendants materially contributed to the direct infringement, the Motion to Dismiss this count is GRANTED.

2. Inducement

Stating a claim under the "inducement" variation of contributory copyright infringement requires a plaintiff to plead that defendants distributed a device "with the object of promoting its use to infringe copyright, as shown by clear expression or other affirmative steps taken to foster infringement." Grokster, 545 U.S. at 936-37. The plaintiff must allege that the defendant had more than just knowledge of actual or potential infringement. Id. at 937. Liability is premised on "purposeful, culpable expression and conduct." Id. ("The classic instance of inducement is by advertisement or solicitation that broadcasts a message designed to stimulate others to commit violations."); see also id. at 941 ("If liability for inducing infringement is ultimately found, it will not be on the basis of presuming or imputing fault, but from inferring a patently illegal objective from statements and actions showing what that objective was."). Further, the inducement theory requires "evidence of actual infringement by recipients of the device." Id. at 940. In Grokster, the Supreme Court found that the defendants' "unlawful objective was unmistakable" because, along with distributing their own P2P software, they also advertised the software's ability to access copyrighted music, and presented themselves as an alternative to Napster. Id. at 937-940.

Here, Plaintiffs properly state a claim for inducement. Plaintiffs allege that Defendants distributed several P2P programs, and reviewed the programs in relation to

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other P2P programs known for copyright infringement, such as Napster and Limewire. (Pls.' Complaint ¶¶ 121-24.) Plaintiffs also allege that Defendants posted videos to their websites demonstrating how to use specific P2P programs by searching for songs by copyrighted artists, and posted articles and how-to guides that included references to Napster, Limewire, and downloading copyrighted material. (*Id.* ¶¶ 127-144). Defendants contend that an inducement theory of liability requires allegations that specific files have been infringed. However, the case law does not support this contention.

Defendants contend that imposing liability under an inducement theory would infringe their First Amendment rights, as the subject videos and articles are merely opinions. They point to other well-known websites that allegedly offer similar commentary on P2P software. However, Defendants here are alleged to have distributed specific P2P software, while simultaneously providing explicit commentary on that software's effectiveness in infringing copyright. Such behavior moves beyond opinion into the realm of conduct and does not directly implicate any First Amendment issues.

Defendants' argument that a finding of inducement in this case would make it difficult to counsel future parties on the proper boundaries of editorial content is greatly overstated. This is not a particularly close or challenging case for inducement based on the facts alleged. Here, Defendants are alleged to have taken the unusual and ill-advised steps of distributing software programs that are capable of widespread copyright infringement while simultaneously demonstrating how to infringe copyrights using that software and evaluating the various programs as to their effectiveness in copying copyrighted material. As noted above, inducement liability requires (1) distribution (2) "with the object of promoting its use to infringe copyright, as shown by clear expression or other affirmative steps taken to foster infringement." *Grokster*, 545 U.S. at 936-37. It would not be difficult to avoid liability by either (1) only providing editorial content without distributing the software or (2) distributing the software without demonstrating or advocating its use for violating copyrights. The Court is confident that most reasonable parties could find their way to accomplish their general goals without running afoul of inducement liability.

Because Plaintiffs properly state a claim under the inducement theory of contributory liability, Defendants' Motion to Dismiss this count is DENIED.

C. Failure to Allege Copyright Registration.

In order to claim secondary infringement of copyright, Plaintiffs must allege primary infringement. *Grokster*, 545 U.S. at 940. Allegation of a registered copyright is an element of a copyright infringement claim. See *Cosmetic Ideas, Inc. v. IAC/Interactive Corp.*, 606 F.3d 612, 615 (9th Cir. 2010).

Here, Plaintiffs filed a Form AO-121 listing the registered works at issue in this

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action. However, nineteen listed Plaintiffs do not hold any of the copyrights listed on the form. The Motion to Dismiss as to these Plaintiffs is GRANTED.

IV. CONCLUSION

Defendants' Motion to Dismiss is DENIED as to the inducement claim. The Motion to Dismiss is GRANTED as to the vicarious liability claim and the material contribution theory of contributory liability claim. Further, the Motion to Dismiss is GRANTED as to the nineteen Plaintiffs who have failed to make a claim to ownership of a copyrighted work. The counts are dismissed with leave to amend consistent with this Order. An amended complaint must be filed and served no later than July 25, 2012. Failure to file by that date will waive Plaintiffs' right to do so. Leave to amend is granted only where specifically identified and only to address the issues raised in the motion. The Court does not grant leave to add new defendants or new claims. Leave to add defendants or claims must be sought by a separate, properly noticed motion. If Plaintiffs fail to amend, Defendants must answer the Complaint no later than August 15, 2012.

IT IS SO ORDERED.

Whitney Houston: Will Gompertz reviews hologram show in Sheffield

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28 February 2020

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Will Gompertz
Arts editor



The show didn't start well. The audience of largely middle-aged couples were palpably underwhelmed when the hotly anticipated hologram image of Whitney Houston first appeared briefly at the back of the stage as the real-life band struck up the opening notes of Higher Love.

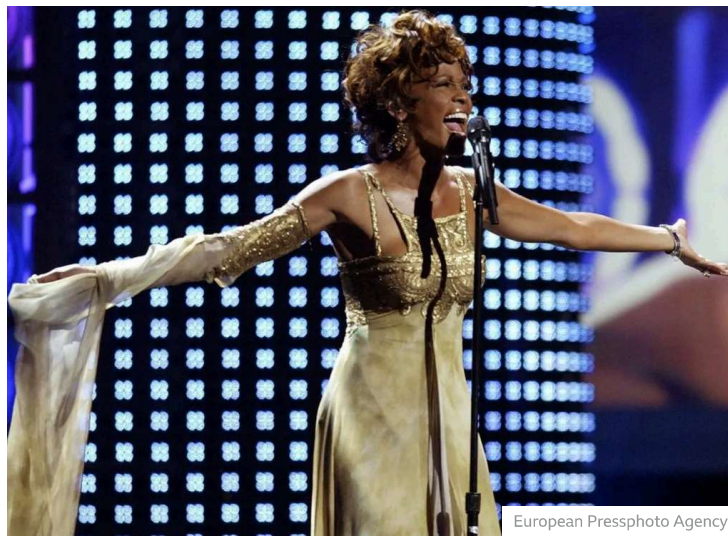
The crowd were expecting a big reveal not a distant flicker.

All was not lost, though.

A few moments later the digitised icon reappeared mid-stage in a splendid, golden evening gown and really looked the part.



The Whitney Houston hologram tour didn't exactly wow the superstar's fans



The real Whitney Houston performing at the 2004 World Music Awards in Las Vegas in 2004

ADVERTIS

Any remaining scepticism among the fans was on the point of being dispelled. Nobody seemed to care that she was strangely elongated and a little passive; the quality of the illusion by its creators **BASE** Hologram was impressive.

Almost believable, even.

Until, that is, Digital Whitney went and blew it with her opening banter: "Good evening to Whitney Houston very much live!", she said, emphasising the word "live".

That was a mistake.

There is a place for irony, but Sheffield's City Hall at 20:45 on a wet winter Tuesday night isn't it. The audience, who had already invested plenty in their tickets (£40 - £70) and in the venue's bar, was not in the mood for being patronised with flippant remarks.

Their intelligence had been insulted, the gauntlet had been laid down.

Any prior willingness to suspend disbelief evaporated and was replaced by a mocking mischievousness. "Live" you say, well, let's

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"Blow me a kiss," one wag shouted.

"Get off!" yelled another. They knew automated Whitney would have no response. They were showing her up for what she was: a pre-recorded fake.



The show is bafflingly billed as an Evening with Whitney, which it obviously isn't. We all know she died in 2012.

What it actually consists of, along with the technically excellent hologram, is digitally re-mastered recordings of Houston's vocals accompanied by a real band, some real backing singers, and a handful of real dancers, all of whom perform on a multi-level set.

On occasion, as the show develops, the dancers and backing singers come further upstage to interact with the hologram, which has the paradoxical effect of bringing some life to a surprisingly passive show, while conversely accentuating the lifelessness of the technologically recreated star.



Having live dancers, band and backing vocalists made the show seem more disjointed

It became obvious by the end of Saving All My Love for You, the second number, that Houston's holographic reincarnation was not going to do any justice to the singer's legacy as a live performer.

The creepily detached digital Whitney in this show has more why-factor than X-factor.

Maximising the financial potential of the back-catalogue will be one reason. CDs are not the future, streaming can be less lucrative, and juke-box musicals can lead to copyright hell. A theatrical show **based** around a hologram, on the other hand, can deliver a streamlined shared "experience" without having to fork out for actors, scriptwriters and fancy stage sets.



The organisers say the show gives fans who never saw Whitney a chance to experience what a live show might have been like

But it does run the risk of appearing macabre and exploitative.

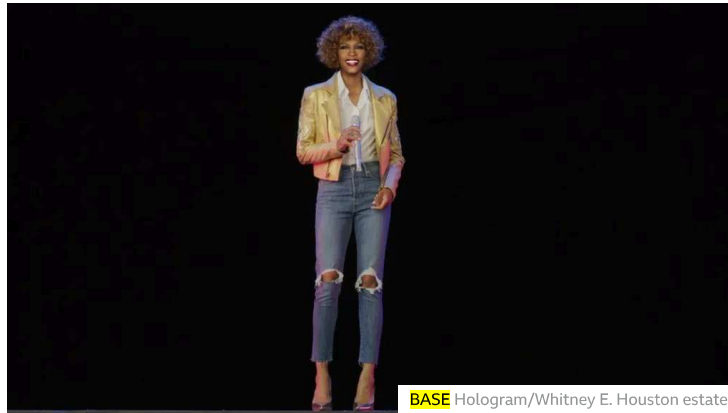
Whatever happened to the notion of Rest in Peace?

This is what runs through your mind as you watch an oddly green-faced projection of Whitney Houston, who was recently, posthumously, inducted into Rock and Roll's Hall of Fame.

The pre-programmed moves of her on-stage avatar are horribly computerised, turning a performer who was once so full of life into a dead-eyed automaton from a 1990s sci-fi B-movie.

I can't imagine this show winning over a whole new generation of fans, but classic recordings like I Wanna Dance With Somebody (Who Loves Me) and I'm Every Woman were enough to get some of the livelier audience members in Sheffield on their feet (to the disapproval of others who had come to quietly sit and listen).

Houston's famous version of Dolly Parton's power ballad I Will Always Love You should have been a high point of the night but descended into satire as some karaoke-hardened ladies at the back of the room couldn't resist finishing off lines while holographic Whitney paused for emotional effect.



A surreal night turned totally weird at one point during Run To You when Whitney was beamed back on to stage in a new costume with a massive video screen behind her featuring knobbly cloud forms with purple patches. I think it was attempting to conjure up a sense of ominous drama, but in fact made our star look like she was standing in the middle of a blueberry muffin.

The show ended as abruptly as it started.

There was no stamping of feet for an encore, no chants of "Whitney, Whitney".

Instead, our Hologram host disappeared into the stage, waving to who knows who as she went, and that was it. House lights went up on a curious evening, in which most of the memorable live entertainment was provided by the audience.

SET LIST:*ACT 1*

- Higher Love
- Saving All My Love For You
- All The Man I Need
- I Have Nothing

ACT 2

- I Wanna Dance With Somebody (Who Loves Me)
- It's Not Right But It's Okay
- I Believe In You And Me
- Run To You
- My Love Is Your Love

ACT 3

- The Greatest Love Of All
- Exhale (Shoop Shoop)
- I Will Always Love You

ENCORE

- Queen Of The Night
- I'm Every Woman

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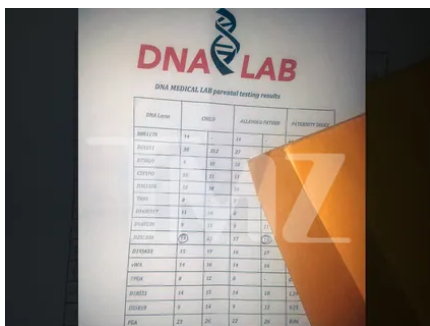
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**GEORGE ZIMMERMAN BOXING
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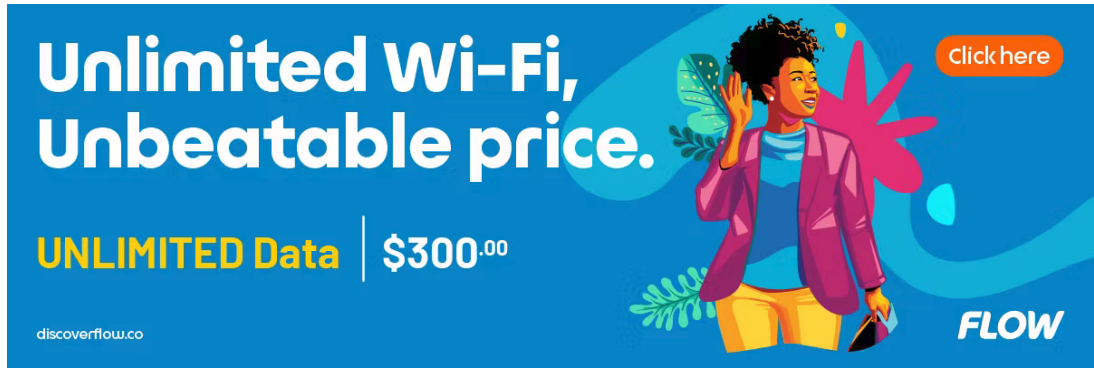
The court will decide tomorrow whether Alexta Francis, who admitted to murdering MP Asot Michael, will stand trial in the High Court.





Francis, 26, remains in maximum security at HMP after confessing to the November 5 killing. Michael's maids found his body in a pool of blood with multiple stab wounds. A family insider described the attack as brutal, with part of the weapon embedded in his body and his teeth knocked out.

Reports indicate Francis and his mother have received death threats, raising security concerns for the hearing. Scotland Yard is assisting the investigation.



Michael's murder is unprecedented in Antigua and Barbuda, as he was a sitting MP. If convicted, Francis could face life imprisonment or the death penalty.



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