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CLERY H. HIGHT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES
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6 BREAKDOWN SERVICES, LTD.

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9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

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12 BREAKDOWN SERVICES, LTD., a)
California corporation,)
13 Plaintiff,)
14 vs.)
15 INTERNET SOLUTIONS CORPORATION,)
16 a Nevada corporation, doing)
business as TOO SPOILED; and)
17 DOES 1 through 10, inclusive,)
18 Defendants.)

Case No. **CV08-0615FMC PLA**
COMPLAINT FOR DAMAGES AND
FOR INJUNCTION FOR COPYRIGHT
INFRINGEMENT; DEMAND FOR
JURY TRIAL.

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1 **JURISDICTION AND VENUE**

2 1. This is an action for copyright infringement arising
3 under the Copyright Act of 1976, 17 U.S.C. §§ 101, et seq.
4 This Court has jurisdiction of this action under 28 U.S.C. §§
5 1331, 1338(a) and 1338(b).

6 2. Venue is proper in this district under 28 U.S.C. §§
7 1391 and 1400(a).

8 **PARTIES**

9 3. Plaintiff Breakdown Services, Ltd. ("Breakdown
10 Services") was and is a California corporation in good standing
11 and doing business in Los Angeles County, California, with its
12 principal place of business in said County and State.

13 4. Breakdown Services alleges on information and belief
14 that defendant Internet Solutions Corporation ("ISC") is a
15 corporation organized under the laws of the State of Nevada, with
16 its principal place of business in Orlando, Florida, doing
17 business under the fictitious name "Too Spoiled" and doing
18 business in the Central District of California.

19 5. Breakdown Services is ignorant of the true names and
20 capacities of defendants sued herein as DOES 1 through 10,
21 inclusive, and therefore sues said defendants by such fictitious
22 names. Breakdown Services will amend this Complaint when such
23 true names and capacities have been ascertained.

24 **BACKGROUND FACTS**

25 6. For more than thirty-five years, Breakdown Services has
26 been actively engaged in the business of creating, preparing and
27 delivering original script analyses and summaries commonly
28 referred to as "breakdowns" to members of the entertainment

1 community in Los Angeles, New York and London for feature length
2 motion pictures, television, video and other aspects of the
3 entertainment industry. The breakdowns are published and
4 generally delivered by Breakdown Services on a daily basis only
5 to authorized theatrical and other talent agencies and management
6 companies in consideration of their written agreement with
7 Breakdown Services to maintain the strict confidentiality of all
8 of such information with respect to all third persons and
9 entities. Breakdown Services delivers the breakdowns to its
10 contract customers via the Internet.

11 7. The breakdowns contain material wholly original with
12 Breakdown Services that is copyrightable subject matter under the
13 laws of the United States.

14 8. At all times material hereto, Breakdown Services
15 complied in all respects with the Copyright Act of 1976 and all
16 other laws governing copyright, and secured the exclusive rights
17 and privileges in and to the breakdowns which are the subject of
18 this action. Prior to the filing of the present action,
19 Breakdown Services duly applied for registration of the works
20 which are the subject of this action.

21 9. Breakdown Services is currently and at all relevant
22 times has been the sole proprietor of all right, title, and
23 interest in and to the copyrights in the breakdowns. Breakdown
24 Services has produced and distributed the breakdowns in strict
25 conformity with the provisions of the Copyright Act of 1976 and
26 all other laws governing copyright.

27 10. All of the breakdowns contain proprietary information
28 of value which is Breakdown Services' sole and exclusive

1 property. Further, each and every breakdown published and
2 delivered by Breakdown Services prominently displays the
3 following warning: **"This confidential information is the property
4 of Breakdown Services, Ltd. - DO NOT COPY!!!"**

5 11. As more particularly described herein, Breakdown
6 Services alleges on information and belief that defendants
7 knowingly and willfully directly copied Breakdown Services'
8 breakdowns in their entirety; that defendants copied the
9 breakdowns for the specific purposes of infringing Breakdown
10 Services' copyrights and selling illegal and unauthorized copies
11 of the breakdowns; and that defendants copied said breakdowns for
12 the further purpose of unfairly competing with Breakdown Services
13 by using Breakdown Services' original works to do so; and that
14 within at least the past year preceding the filing of this
15 action, defendants have reproduced, distributed, promoted and
16 offered for sale illegal and unauthorized copies of the
17 breakdowns.

18 12. Breakdown Services' breakdowns referenced in paragraph
19 10 are for the projects described as follows: The Space Buddies
20 Productions Inc. Feature Film entitled "Space Buddies"; The White
21 Jazz Productions Feature Film entitled "White Jazz"; The
22 Universal Family Productions Feature Film entitled "Beethoven:
23 The Reel Story"; The Stephen J. Cannell Productions Feature Film
24 entitled "The Greatest American Hero"; and The A Friendly Films
25 Production Feature Film entitled "Soul Men." Breakdown Services
26 further alleges on information and belief that there may be
27 additional breakdowns which defendants copied in the same or
28 similar manner as referenced in paragraph 10 and which Breakdown

1 Services will seek to add to its Claims for Relief at such time
2 as they have been identified.

3 13. Breakdown Services further alleges on information and
4 belief that defendants received actual notice of Breakdown
5 Services' complaints regarding defendant's unauthorized copyright
6 infringement and that defendants, nevertheless, continued to
7 wilfully and knowingly copy Breakdown Services' breakdowns and to
8 reproduce, distribute, promote and offer said breakdowns for sale
9 to third parties.

10 14 The natural, probable and foreseeable result of
11 defendants' wrongful conduct has been and will be to deprive
12 Breakdown Services of the benefits of selling Breakdown Services'
13 breakdowns, to dilute and damage Breakdown Services' goodwill,
14 and to injure Breakdown Services' relations with both the studios
15 which provide scripts to Breakdown Services and Breakdown
16 Services' present and prospective customers.

17 **FIRST CLAIM FOR RELIEF**

18 **COPYRIGHT INFRINGEMENT (17 U.S.C. §§ 101, et seq.)**

19 15. Breakdown Services realleges each and every allegation
20 set forth in paragraphs 1 through 14, inclusive.

21 16. By their actions alleged above, defendants have
22 infringed and will continue to infringe Breakdown Services'
23 copyright in and relating to the breakdowns by producing,
24 distributing and placing upon the market products which are
25 direct copies of Breakdown Services' copyrighted breakdowns.

26 17. Breakdown Services is entitled to an injunction
27 restraining defendants, their officers, agents and employees, and
28 all persons acting in concert with them, from engaging in any

1 further such acts in violation of the copyright laws.

2 18. Breakdown Services is further entitled to recover from
3 defendants damages, including attorneys' fees, it has sustained
4 and will sustain, and any gains, profits and advantages obtained
5 by defendants as a result of defendants' acts of infringement
6 alleged above. At present, the amount of such damages, gains,
7 profits and advantages cannot be fully ascertained by Breakdown
8 Services.

9 WHEREFORE, Breakdown Services prays for judgment against
10 defendants as follows:

11 **ON THE FIRST CLAIM FOR RELIEF:**

12 1. That the Court find that defendants have infringed
13 Breakdown Services' copyright in the breakdowns.

14 2. That the Court find a substantial likelihood that
15 defendants will continue to infringe Breakdown Services'
16 copyright in the breakdowns unless enjoined from doing so.

17 3. That defendants, their officers, agents, servants,
18 employees, and all other persons in active concert or privity or
19 in participation with them, be enjoined from directly or
20 indirectly infringing Breakdown Services' copyright in the
21 breakdowns or continuing to market, offer, sell, dispose of,
22 license, lease, transfer, display, advertise, reproduce, develop
23 or manufacture any works derived or copies from the breakdowns or
24 to participate or assist in any such activity.

25 4. That defendants be required to file with the Court and
26 to serve on Breakdown Services, within 30 days after service of
27 the Court's order as herein prayed, a report in writing under
28 oath setting forth in detail the manner and form in which

1 defendants have complied with the Court's order.

2 5. That judgment be entered for Breakdown Services and
3 against defendants for Breakdown Services' actual damages
4 according to proof, and for any profits attributable to
5 infringements of Breakdown Services' copyright, in accordance
6 with proof.

7 6. That judgment be entered for Breakdown Services and
8 against defendants for statutory damages based upon defendants'
9 acts of infringement, pursuant to the Copyright Act of 1976, 17
10 U.S.C. §§ 101, et seq.

11 7. That defendants be required to account for all gains,
12 profits, and advantages derived from their acts of infringement
13 and for their other violations of law.

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

18 9. That Breakdown Services have judgment against
19 defendants for Breakdown Services' costs and attorneys' fees.


20 10. That the Court grant such other, further, and different
21 relief as the Court deems proper under the circumstances.

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23 DATED: January 29, 2008

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STEVEN P. KRAKOWSKY
Attorneys for plaintiff
BREAKDOWN SERVICES, LTD.

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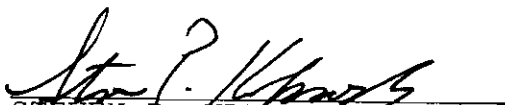
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1 **JURY DEMAND**

2 Plaintiff Breakdown Services, Ltd. hereby demands trial by
3 jury on all issues triable to a jury.
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5 DATED: January 29, 2008
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8 STEVEN P. KRAKOWSKY
9 Attorneys for plaintiff
BREAKDOWN SERVICES, LTD.
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