Case3:12-cv-02396-EMC Document69 Filed03/14/13 Page1 of 4

1 Paul A. Duffy (SBN 224159) Prenda Law Inc. 161 N. Clark Street, Suite 3200 2 Chicago, IL 60601 3 Phone: 312-880-9160 Fax: 312-893-5677 4 E-mail:paduffy@wefightpiracy.com Attorney for Plaintiff 5 6 7 IN THE UNITED STATES DISTRICT COURT FOR THE 8 NORTHERN DISTRICT OF CALIFORNIA 9 10 AF HOLDINGS LLC, No. 3:12-CV-02396-EMC 11 Plaintiff, NOTICE OF ALLEGATIONS 12 v. 13

JOE NAVASCA

Defendant.

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Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13 LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (*See*, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v. Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

Even if Mr. Cooper's allegations were true—and they are not—Plaintiff's assignments, including the assignment at issue in the instant action, remain valid. The formal requirements of a

Case3:12-cv-02396-EMC Document69 Filed03/14/13 Page2 of 4

copyright assignment are "quite simple": a writing signed by the assignor. 17 U.S.C. § 204; Effects Associates, Inc. v. Cohen, 908 F.2d 555, 557 (9th Cir. 1990) ("The rule is really quite simple: If the copyright holder agrees to transfer ownership to another party, that party must get the copyright holder to sign a piece of paper saying so. It doesn't have to be the Magna Charta; a one-line pro forma statement will do."); see also Order, AF Holdings LLC v. Does 1-96, No. 11-cv-3335-JSC (N.D. Cal. Nov. 22, 2011), ECF No. 29 at 5 n.1 ("The written copyright assignment recites that it is between the original copyright owner, Heartbreaker Films, and Plaintiff here, AF Holdings, LLC. . . . As the law requires only that the assignment be signed by the assignor and not the assignee, this inconsistency does not prevent a prima facie showing of copyright ownership.") (internal citations omitted).

Mr. Cooper's allegations relate to the *assignee*, not the assignor. The assignment at issue in this action satisfies the Copyright Act's formal requirements. It is a writing signed by the assignor. Plaintiff's rights in the copyrighted work in this action were transferred when the assignor executed the assignment.

Plaintiff is treating Mr. Cooper's allegations with utmost seriousness and is investigating their substance. Because Mr. Cooper's allegations relate to the assignment agreement at issue in the instant litigation, Plaintiff respectfully brings the matter to the Court's attention.

Respectfully submitted,

DATED: March 14, 2013

By: /s/ Paul Duffy
Paul Duffy (Bar No.224159)
Prenda Law Inc.
161 N. Clark St., Suite 3200
Chicago, IL 60601
Phone: 312-880-9160
Fax: 312-893-5677

NOTICE OF ALLEGATIONS No. 3:12-CV-02396-EMC

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 3 of 50 Page ID Case3:12-cv-02396-EMC Document69 Filed03/14/13 Page3 of 4 E-mail: paduffy@wefightpiracy.com Attorney for Plaintiff ·10 NOTICE OF ALLEGATIONS No. 3:12-CV-02396-EMC

Case3:12-cv-02396-EMC Document69 Filed03/14/13 Page4 of 4 **CERTIFICATE OF SERVICE** The undersigned hereby certifies that on March 14, 2013, all individuals of record who are deemed to have consented to electronic service are being served a true and correct copy of the foregoing document, and all attachments and related documents, using the Court's ECF system, in compliance with Local Rule 5-6 and General Order 45. /s/ Paul A. Duffy NOTICE OF ALLEGATIONS No. 3:12-CV-02396-EMC

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 5 of 50 Page ID #:2525

1:12-cv-01258-JES-JAG #11 Page 1 of 3

E-FILED

Thursday, 14 March, 2013 11:24:55 AM Clerk, U.S. District Court, ILCD

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

AF HOLDINGS LLC,

CASE NO. 1:12-CV-01258

Plaintiff,

Judge: Hon. James E. Shadid

JOHN DOE,

v.

Magistrate Judge: Hon. John A. Gorman

Defendant.

NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. Ingenuity13 LLC v. John Doe, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (See, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. Cooper v. Steele, et al., No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 6 of 50 Page ID

1:12-cv-01258-JES-JAG #11 Page 2 of 3

simple: If the copyright holder agrees to transfer ownership to another party, that party must get

the copyright holder to sign a piece of paper saying so. It doesn't have to be the Magna Charta; a

one-line pro forma statement will do."); see also Order, AF Holdings LLC v. Does 1-96, No. 11-

cv-3335-JSC (N.D. Cal. Nov. 22, 2011), ECF No. 29 at 5 n.1 ("The written copyright assignment

recites that it is between the original copyright owner, Heartbreaker Films, and Plaintiff here, AF

Holdings, LLC. . . . As the law requires only that the assignment be signed by the assignor and

not the assignee, this inconsistency does not prevent a prima facie showing of copyright

ownership.") (internal citations omitted).

Mr. Cooper's allegations relate to the assignee, not the assignor. The assignment at issue

in this action satisfies the Copyright Act's formal requirements. It is a writing signed by the

assignor. Plaintiff's rights in the copyrighted work in this action were transferred when the

assignor executed the assignment.

Plaintiff is treating Mr. Cooper's allegations with utmost seriousness and is investigating

their substance. Because Mr. Cooper's allegations relate to the assignment agreement at issue in

the instant litigation, Plaintiff respectfully brings the matter to the Court's attention.

Respectfully submitted,

DATED: March 14, 2013

By: /s/ Paul Duffy

Paul Duffy (Bar No. 6210496)

Prenda Law Inc.

161 N. Clark St., Suite 3200

Chicago, IL 60601

Phone: 312-880-9160

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E-mail: paduffy@wefightpiracy.com

Attorney for Plaintiff

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 7 of 50 Page ID #:2527

1:12-cv-01258-JES-JAG #11 Page 3 of 3

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on March 14, 2013, all counsel of record who are deemed to have consented to electronic service are being served a true and correct copy of the foregoing document using the Court's CM/ECF system, in compliance with Local Rule 5.2(a).

| /s/ Paul Duffy | |
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| /S/ I dul Dull v | |

1:12-cv-01398-JES-JAG #8 Page 1 of 3

E-FILED

Thursday, 14 March, 2013 11:34:56 AM Clerk, U.S. District Court, ILCD

IN THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF ILLINOIS (PEORIA)

AF HOLDINGS LLC,

CASE NO. 1:12-CV-01398

Plaintiff,

Judge: Hon. James E. Shadid

JOHN DOE,

v.

Magistrate Judge: Hon. John A. Gorman

Defendant.

NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13 LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (*See*, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v. Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 9 of 50 Page ID

1:12-cv-01398-JES-JAG #8 Page 2 of 3

simple: If the copyright holder agrees to transfer ownership to another party, that party must get

the copyright holder to sign a piece of paper saying so. It doesn't have to be the Magna Charta; a

one-line pro forma statement will do."); see also Order, AF Holdings LLC v. Does 1-96, No. 11-

cv-3335-JSC (N.D. Cal. Nov. 22, 2011), ECF No. 29 at 5 n.1 ("The written copyright assignment

recites that it is between the original copyright owner, Heartbreaker Films, and Plaintiff here, AF

Holdings, LLC. . . . As the law requires only that the assignment be signed by the assignor and

not the assignee, this inconsistency does not prevent a prima facie showing of copyright

ownership.") (internal citations omitted).

Mr. Cooper's allegations relate to the assignee, not the assignor. The assignment at issue

in this action satisfies the Copyright Act's formal requirements. It is a writing signed by the

assignor. Plaintiff's rights in the copyrighted work in this action were transferred when the

assignor executed the assignment.

Plaintiff is treating Mr. Cooper's allegations with utmost seriousness and is investigating

their substance. Because Mr. Cooper's allegations relate to the assignment agreement at issue in

the instant litigation, Plaintiff respectfully brings the matter to the Court's attention.

Respectfully submitted,

DATED: March 14, 2013

By: /s/ Paul Duffy

Paul Duffy (Bar No. 6210496)

Prenda Law Inc.

161 N. Clark St., Suite 3200

Chicago, IL 60601

Phone: 312-880-9160

Fax: 312-893-5677

E-mail: paduffy@wefightpiracy.com

Attorney for Plaintiff

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 10 of 50 Page ID #:2530

1:12-cv-01398-JES-JAG #8 Page 3 of 3

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on March 14, 2013, all counsel of record who are deemed to have consented to electronic service are being served a true and correct copy of the foregoing document using the Court's CM/ECF system, in compliance with Local Rule 5.2(a).

| /s/ Paul Duffy | 7 |
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Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 11 of 50 Page ID

Case: 1:12-cv-03567 Document #: 18 Filed: 03/14/13 Page 1 of 3 PageID #:78

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

AF HOLDINGS LLC,

Plaintiff,

CASE NO. 1:12-cv-03567

Judge: Hon. Robert W. Gettleman

Magistrate Judge: Hon. Sheila M. Finnegan

CARLOS MARTINEZ,

Defendant.

NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. Ingenuity13 LLC v. John Doe, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (See, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. Cooper v. Steele, et al., No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 12 of 50 Page ID

Case: 1:12-cv-03567 Document #: 18 Filed: 03/14/13 Page 2 of 3 PageID #:79

simple: If the copyright holder agrees to transfer ownership to another party, that party must get

the copyright holder to sign a piece of paper saying so. It doesn't have to be the Magna Charta; a

one-line pro forma statement will do."); see also Order, AF Holdings LLC v. Does 1-96, No. 11-

cv-3335-JSC (N.D. Cal. Nov. 22, 2011), ECF No. 29 at 5 n.1 ("The written copyright assignment

recites that it is between the original copyright owner, Heartbreaker Films, and Plaintiff here, AF

Holdings, LLC. . . . As the law requires only that the assignment be signed by the assignor and

not the assignee, this inconsistency does not prevent a prima facie showing of copyright

ownership.") (internal citations omitted).

Mr. Cooper's allegations relate to the assignee, not the assignor. The assignment at issue

in this action satisfies the Copyright Act's formal requirements. It is a writing signed by the

assignor. Plaintiff's rights in the copyrighted work in this action were transferred when the

assignor executed the assignment.

Plaintiff is treating Mr. Cooper's allegations with utmost seriousness and is investigating

their substance. Because Mr. Cooper's allegations relate to the assignment agreement at issue in

the instant litigation, Plaintiff respectfully brings the matter to the Court's attention.

Respectfully submitted,

DATED: March 14, 2013

By: /s/ Paul Duffy

Paul Duffy (Bar No. 6210496)

Prenda Law Inc.

161 N. Clark St., Suite 3200

Chicago, IL 60601

Phone: 312-880-9160

Fax: 312-893-5677

E-mail: paduffy@wefightpiracy.com

Attorney for Plaintiff

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 13 of 50 Page ID #:2533

Case: 1:12-cv-03567 Document #: 18 Filed: 03/14/13 Page 3 of 3 PageID #:80

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on March 14, 2013, all counsel of record who are deemed to have consented to electronic service are being served a true and correct copy of the foregoing document using the Court's CM/ECF system, in compliance with Local Rule 5.2(a).

/s/ Paul Duffy

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 14 of 50 Page ID

Case: 1:12-cv-03568 Document #: 24 Filed: 03/14/13 Page 1 of 3 PageID #:120

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

AF HOLDINGS LLC,

CASE NO. 1:12-CV-03568

Plaintiff,

Judge: Hon. Thomas M. Durkin

v.

RICHARD TURNER,

Defendant.

NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13 LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (*See*, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v. Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 15 of 50 Page ID

Case: 1:12-cv-03568 Document #: 24 Filed: 03/14/13 Page 2 of 3 PageID #:121

simple: If the copyright holder agrees to transfer ownership to another party, that party must get

the copyright holder to sign a piece of paper saying so. It doesn't have to be the Magna Charta; a

one-line pro forma statement will do."); see also Order, AF Holdings LLC v. Does 1-96, No. 11-

cv-3335-JSC (N.D. Cal. Nov. 22, 2011), ECF No. 29 at 5 n.1 ("The written copyright assignment

recites that it is between the original copyright owner, Heartbreaker Films, and Plaintiff here, AF

Holdings, LLC. . . . As the law requires only that the assignment be signed by the assignor and

not the assignee, this inconsistency does not prevent a prima facie showing of copyright

ownership.") (internal citations omitted).

Mr. Cooper's allegations relate to the assignee, not the assignor. The assignment at issue

in this action satisfies the Copyright Act's formal requirements. It is a writing signed by the

assignor. Plaintiff's rights in the copyrighted work in this action were transferred when the

assignor executed the assignment.

Plaintiff is treating Mr. Cooper's allegations with utmost seriousness and is investigating

their substance. Because Mr. Cooper's allegations relate to the assignment agreement at issue in

the instant litigation, Plaintiff respectfully brings the matter to the Court's attention.

Respectfully submitted.

DATED: March 14, 2013

By: /s/ Paul Duffy

Paul Duffy (Bar No. 6210496)

Prenda Law Inc.

161 N. Clark St., Suite 3200

Chicago, IL 60601

Phone: 312-880-9160

Fax: 312-893-5677

E-mail: paduffy@wefightpiracy.com

Attorney for Plaintiff

2

Exhibit 2 - Page 15 of 50

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 16 of 50 Page ID #:2536

Case: 1:12-cv-03568 Document #: 24 Filed: 03/14/13 Page 3 of 3 PageID #:122

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on March 14, 2013, all counsel of record who are deemed to have consented to electronic service are being served a true and correct copy of the foregoing document using the Court's CM/ECF system, in compliance with Local Rule 5.2(a).

/s/ Paul Duffy

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 17 of 50 Page ID #:2537

Case: 1:12-cv-03570 Document #: 16 Filed: 03/14/13 Page 1 of 3 PageID #:104

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

AF HOLDINGS LLC,

CASE NO. 1:12-CV-03570

Plaintiff,

Judge: Hon. Joan B. Gottschall

v.

MICHAEL FOOTE,

Defendant.

NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13 LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (*See*, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v. Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 18 of 50 Page ID

Case: 1:12-cv-03570 Document #: 16 Filed: 03/14/13 Page 2 of 3 PageID #:105

simple: If the copyright holder agrees to transfer ownership to another party, that party must get

the copyright holder to sign a piece of paper saying so. It doesn't have to be the Magna Charta; a

one-line pro forma statement will do."); see also Order, AF Holdings LLC v. Does 1-96, No. 11-

cv-3335-JSC (N.D. Cal. Nov. 22, 2011), ECF No. 29 at 5 n.1 ("The written copyright assignment

recites that it is between the original copyright owner, Heartbreaker Films, and Plaintiff here, AF

Holdings, LLC. . . . As the law requires only that the assignment be signed by the assignor and

not the assignee, this inconsistency does not prevent a prima facie showing of copyright

ownership.") (internal citations omitted).

Mr. Cooper's allegations relate to the assignee, not the assignor. The assignment at issue

in this action satisfies the Copyright Act's formal requirements. It is a writing signed by the

assignor. Plaintiff's rights in the copyrighted work in this action were transferred when the

assignor executed the assignment.

Plaintiff is treating Mr. Cooper's allegations with utmost seriousness and is investigating

their substance. Because Mr. Cooper's allegations relate to the assignment agreement at issue in

the instant litigation, Plaintiff respectfully brings the matter to the Court's attention.

Respectfully submitted,

DATED: March 14, 2013

Bv: /s/ Paul Duffy

Paul Duffy (Bar No. 6210496)

Prenda Law Inc.

161 N. Clark St., Suite 3200

Chicago, IL 60601

Phone: 312-880-9160

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E-mail: paduffy@wefightpiracy.com

Attorney for Plaintiff

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Exhibit 2 - Page 18 of 50

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 19 of 50 Page ID #:2539

Case: 1:12-cv-03570 Document #: 16 Filed: 03/14/13 Page 3 of 3 PageID #:106

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on March 14, 2013, all counsel of record who are deemed to have consented to electronic service are being served a true and correct copy of the foregoing document using the Court's CM/ECF system, in compliance with Local Rule 5.2(a).

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 20 of 50 Page ID #:2540

Case: 1:12-cv-04232 Document #: 21 Filed: 03/14/13 Page 1 of 3 PageID #:105

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

AF HOLDINGS LLC,

CASE NO. 1:12-CV-04232

Plaintiff,

v.

Judge: Hon. Robert W. Gettleman

BOBBY RAMOS,

Defendant.

NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13 LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (*See*, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v. Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

Case: 1:12-cv-04232 Document #: 21 Filed: 03/14/13 Page 2 of 3 PageID #:106

simple: If the copyright holder agrees to transfer ownership to another party, that party must get

the copyright holder to sign a piece of paper saying so. It doesn't have to be the Magna Charta; a

one-line pro forma statement will do."); see also Order, AF Holdings LLC v. Does 1-96, No. 11-

cv-3335-JSC (N.D. Cal. Nov. 22, 2011), ECF No. 29 at 5 n.1 ("The written copyright assignment

recites that it is between the original copyright owner, Heartbreaker Films, and Plaintiff here, AF

Holdings, LLC. . . . As the law requires only that the assignment be signed by the assignor and

not the assignee, this inconsistency does not prevent a prima facie showing of copyright

ownership.") (internal citations omitted).

Mr. Cooper's allegations relate to the assignee, not the assignor. The assignment at issue

in this action satisfies the Copyright Act's formal requirements. It is a writing signed by the

assignor. Plaintiff's rights in the copyrighted work in this action were transferred when the

assignor executed the assignment.

Plaintiff is treating Mr. Cooper's allegations with utmost seriousness and is investigating

their substance. Because Mr. Cooper's allegations relate to the assignment agreement at issue in

the instant litigation, Plaintiff respectfully brings the matter to the Court's attention.

Respectfully submitted,

DATED: March 14, 2013

By: /s/ Paul Duffy

Paul Duffy (Bar No. 6210496)

Prenda Law Inc.

161 N. Clark St., Suite 3200

Chicago, IL 60601

Phone: 312-880-9160

Fax: 312-893-5677

E-mail: paduffy@wefightpiracy.com

Attorney for Plaintiff

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 22 of 50 Page ID #:2542

Case: 1:12-cv-04232 Document #: 21 Filed: 03/14/13 Page 3 of 3 PageID #:107

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on March 14, 2013, all counsel of record who are deemed to have consented to electronic service are being served a true and correct copy of the foregoing document using the Court's CM/ECF system, in compliance with Local Rule 5.2(a).

| /s/ Paul Duffy | |
|----------------|--|

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 23 of 50 Page ID #:2543

Case: 1:12-cv-04234 Document #: 19 Filed: 03/14/13 Page 1 of 3 PageID #:109

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

AF HOLDINGS LLC,

CASE NO. 1:12-CV-04234

Plaintiff,

Judge: Hon. Gary Feinerman

KENNETH PAYNE,

v.

Defendant.

NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. Ingenuity13 LLC v. John Doe, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (See, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. Cooper v. Steele, et al., No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 24 of 50 Page ID

Case: 1:12-cv-04234 Document #: 19 Filed: 03/14/13 Page 2 of 3 PageID #:110

simple: If the copyright holder agrees to transfer ownership to another party, that party must get

the copyright holder to sign a piece of paper saying so. It doesn't have to be the Magna Charta; a

one-line pro forma statement will do."); see also Order, AF Holdings LLC v. Does 1-96, No. 11-

cv-3335-JSC (N.D. Cal. Nov. 22, 2011), ECF No. 29 at 5 n.1 ("The written copyright assignment

recites that it is between the original copyright owner, Heartbreaker Films, and Plaintiff here, AF

Holdings, LLC. . . . As the law requires only that the assignment be signed by the assignor and

not the assignee, this inconsistency does not prevent a prima facie showing of copyright

ownership.") (internal citations omitted).

Mr. Cooper's allegations relate to the assignee, not the assignor. The assignment at issue

in this action satisfies the Copyright Act's formal requirements. It is a writing signed by the

assignor. Plaintiff's rights in the copyrighted work in this action were transferred when the

assignor executed the assignment.

Plaintiff is treating Mr. Cooper's allegations with utmost seriousness and is investigating

their substance. Because Mr. Cooper's allegations relate to the assignment agreement at issue in

the instant litigation, Plaintiff respectfully brings the matter to the Court's attention.

Respectfully submitted,

DATED: March 14, 2013

By: /s/ Paul Duffy

Paul Duffy (Bar No. 6210496)

Prenda Law Inc.

161 N. Clark St., Suite 3200

Chicago, IL 60601

Phone: 312-880-9160

Fax: 312-893-5677

E-mail: paduffy@wefightpiracy.com

Attorney for Plaintiff

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 25 of 50 Page ID #:2545

Case: 1:12-cv-04234 Document #: 19 Filed: 03/14/13 Page 3 of 3 PageID #:111

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on March 14, 2013, all counsel of record who are deemed to have consented to electronic service are being served a true and correct copy of the foregoing document using the Court's CM/ECF system, in compliance with Local Rule 5.2(a).

/s/ Paul Duffy

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 26 of 50 Page ID

Case: 1:12-cv-04235 Document #: 26 Filed: 03/14/13 Page 1 of 3 PageID #:173

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

AF HOLDINGS LLC,

CASE NO. 1:12-CV-04235

Plaintiff,

Judge: Hon. Matthew F. Kennelly

v.

DANIEL LEVINE,

Defendant.

NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13 LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (*See*, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v. Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 27 of 50 Page ID

Case: 1:12-cv-04235 Document #: 26 Filed: 03/14/13 Page 2 of 3 PageID #:174

simple: If the copyright holder agrees to transfer ownership to another party, that party must get

the copyright holder to sign a piece of paper saying so. It doesn't have to be the Magna Charta; a

one-line pro forma statement will do."); see also Order, AF Holdings LLC v. Does 1-96, No. 11-

cv-3335-JSC (N.D. Cal. Nov. 22, 2011), ECF No. 29 at 5 n.1 ("The written copyright assignment

recites that it is between the original copyright owner, Heartbreaker Films, and Plaintiff here, AF

Holdings, LLC. . . . As the law requires only that the assignment be signed by the assignor and

not the assignee, this inconsistency does not prevent a prima facie showing of copyright

ownership.") (internal citations omitted).

Mr. Cooper's allegations relate to the assignee, not the assignor. The assignment at issue

in this action satisfies the Copyright Act's formal requirements. It is a writing signed by the

assignor. Plaintiff's rights in the copyrighted work in this action were transferred when the

assignor executed the assignment.

Plaintiff is treating Mr. Cooper's allegations with utmost seriousness and is investigating

their substance. Because Mr. Cooper's allegations relate to the assignment agreement at issue in

the instant litigation, Plaintiff respectfully brings the matter to the Court's attention.

Respectfully submitted,

DATED: March 14, 2013

By: /s/ Paul Duffy

Paul Duffy (Bar No. 6210496)

Prenda Law Inc.

161 N. Clark St., Suite 3200

Chicago, IL 60601

Phone: 312-880-9160

Fax: 312-893-5677

E-mail: paduffy@wefightpiracy.com

Attorney for Plaintiff

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 28 of 50 Page ID #:2548

Case: 1:12-cv-04235 Document #: 26 Filed: 03/14/13 Page 3 of 3 PageID #:175

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on March 14, 2013, all counsel of record who are deemed to have consented to electronic service are being served a true and correct copy of the foregoing document using the Court's CM/ECF system, in compliance with Local Rule 5.2(a).

/s/ Paul Duffy

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 29 of 50 Page ID #:2549

Case: 1:12-cv-04237 Document #: 11 Filed: 03/14/13 Page 1 of 3 PageID #:76

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

AF HOLDINGS LLC,

CASE NO. 1:12-CV-04237

Plaintiff,

Judge: Hon. James B. Zagel

v.

JOHN DOE,

Defendant.

NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13 LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (*See*, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v. Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 30 of 50 Page ID

Case: 1:12-cv-04237 Document #: 11 Filed: 03/14/13 Page 2 of 3 PageID #:77

simple: If the copyright holder agrees to transfer ownership to another party, that party must get

the copyright holder to sign a piece of paper saying so. It doesn't have to be the Magna Charta; a

one-line pro forma statement will do."); see also Order, AF Holdings LLC v. Does 1-96, No. 11-

cv-3335-JSC (N.D. Cal. Nov. 22, 2011), ECF No. 29 at 5 n.1 ("The written copyright assignment

recites that it is between the original copyright owner, Heartbreaker Films, and Plaintiff here, AF

Holdings, LLC. . . . As the law requires only that the assignment be signed by the assignor and

not the assignee, this inconsistency does not prevent a prima facie showing of copyright

ownership.") (internal citations omitted).

Mr. Cooper's allegations relate to the assignee, not the assignor. The assignment at issue

in this action satisfies the Copyright Act's formal requirements. It is a writing signed by the

assignor. Plaintiff's rights in the copyrighted work in this action were transferred when the

assignor executed the assignment.

Plaintiff is treating Mr. Cooper's allegations with utmost seriousness and is investigating

their substance. Because Mr. Cooper's allegations relate to the assignment agreement at issue in

the instant litigation, Plaintiff respectfully brings the matter to the Court's attention.

Respectfully submitted,

DATED: March 14, 2013

By: /s/ Paul Duffy

Paul Duffy (Bar No. 6210496)

Prenda Law Inc.

161 N. Clark St., Suite 3200

Chicago, IL 60601

Phone: 312-880-9160

Fax: 312-893-5677

E-mail: paduffy@wefightpiracy.com

Attorney for Plaintiff

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Exhibit 2 - Page 30 of 50

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 31 of 50 Page ID #:2551

Case: 1:12-cv-04237 Document #: 11 Filed: 03/14/13 Page 3 of 3 PageID #:78

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on March 14, 2013, all counsel of record who are deemed to have consented to electronic service are being served a true and correct copy of the foregoing document using the Court's CM/ECF system, in compliance with Local Rule 5.2(a).

/s/ Paul Duffy

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 32 of 50 Page ID

Case: 1:12-cv-04239 Document #: 11 Filed: 03/14/13 Page 1 of 3 PageID #:91

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

AF HOLDINGS LLC,

CASE NO. 1:12-cv-04239

Plaintiff,

Judge: Hon. Matthew F. Kennelly

JOHN DOE,

v.

Defendant.

NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13 LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (*See*, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v. Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 33 of 50 Page ID

Case: 1:12-cv-04239 Document #: 11 Filed: 03/14/13 Page 2 of 3 PageID #:92

simple: If the copyright holder agrees to transfer ownership to another party, that party must get

the copyright holder to sign a piece of paper saying so. It doesn't have to be the Magna Charta; a

one-line pro forma statement will do."); see also Order, AF Holdings LLC v. Does 1-96, No. 11-

cv-3335-JSC (N.D. Cal. Nov. 22, 2011), ECF No. 29 at 5 n.1 ("The written copyright assignment

recites that it is between the original copyright owner, Heartbreaker Films, and Plaintiff here, AF

Holdings, LLC. . . . As the law requires only that the assignment be signed by the assignor and

not the assignee, this inconsistency does not prevent a prima facie showing of copyright

ownership.") (internal citations omitted).

Mr. Cooper's allegations relate to the assignee, not the assignor. The assignment at issue

in this action satisfies the Copyright Act's formal requirements. It is a writing signed by the

assignor. Plaintiff's rights in the copyrighted work in this action were transferred when the

assignor executed the assignment.

Plaintiff is treating Mr. Cooper's allegations with utmost seriousness and is investigating

their substance. Because Mr. Cooper's allegations relate to the assignment agreement at issue in

the instant litigation, Plaintiff respectfully brings the matter to the Court's attention.

Respectfully submitted,

DATED: March 14, 2013

By: /s/ Paul Duffy

Paul Duffy (Bar No. 6210496)

Prenda Law Inc.

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Phone: 312-880-9160

Fax: 312-893-5677

E-mail: paduffy@wefightpiracy.com

Attorney for Plaintiff

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 34 of 50 Page ID #:2554

Case: 1:12-cv-04239 Document #: 11 Filed: 03/14/13 Page 3 of 3 PageID #:93

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on March 14, 2013, all counsel of record who are deemed to have consented to electronic service are being served a true and correct copy of the foregoing document using the Court's CM/ECF system, in compliance with Local Rule 5.2(a).

| /s/ | Paul | Duffy | |
|-----|------|-------|--|
| | | | |

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 35 of 50 Page ID

Case: 1:12-cv-04244 Document #: 15 Filed: 03/14/13 Page 1 of 3 PageID #:39

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

AF HOLDINGS LLC,

CASE NO. 1:12-CV-04244

Plaintiff,

Judge: Hon. Milton I. Shadur

JOHN DOE,

v.

Defendant.

NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13 LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (*See*, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v. Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 36 of 50 Page ID

Case: 1:12-cv-04244 Document #: 15 Filed: 03/14/13 Page 2 of 3 PageID #:40

simple: If the copyright holder agrees to transfer ownership to another party, that party must get

the copyright holder to sign a piece of paper saying so. It doesn't have to be the Magna Charta; a

one-line pro forma statement will do."); see also Order, AF Holdings LLC v. Does 1-96, No. 11-

cv-3335-JSC (N.D. Cal. Nov. 22, 2011), ECF No. 29 at 5 n.1 ("The written copyright assignment

recites that it is between the original copyright owner, Heartbreaker Films, and Plaintiff here, AF

Holdings, LLC. . . . As the law requires only that the assignment be signed by the assignor and

not the assignee, this inconsistency does not prevent a prima facie showing of copyright

ownership.") (internal citations omitted).

Mr. Cooper's allegations relate to the assignee, not the assignor. The assignment at issue

in this action satisfies the Copyright Act's formal requirements. It is a writing signed by the

assignor. Plaintiff's rights in the copyrighted work in this action were transferred when the

assignor executed the assignment.

Plaintiff is treating Mr. Cooper's allegations with utmost seriousness and is investigating

their substance. Because Mr. Cooper's allegations relate to the assignment agreement at issue in

the instant litigation, Plaintiff respectfully brings the matter to the Court's attention.

Respectfully submitted,

DATED: March 14, 2013

By: /s/ Paul Duffy

Paul Duffy (Bar No. 6210496)

Prenda Law Inc.

161 N. Clark St., Suite 3200

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E-mail: paduffy@wefightpiracy.com

Attorney for Plaintiff

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 37 of 50 Page ID #:2557

Case: 1:12-cv-04244 Document #: 15 Filed: 03/14/13 Page 3 of 3 PageID #:41

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on March 14, 2013, all counsel of record who are deemed to have consented to electronic service are being served a true and correct copy of the foregoing document using the Court's CM/ECF system, in compliance with Local Rule 5.2(a).

| /s/ Paul Duffy | |
|----------------|--|
| /S/ raul Dully | |

Case: 1:12-cv-05075 Document #: 18 Filed: 03/14/13 Page 1 of 3 PageID #:97

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

AF HOLDINGS LLC,

CASE NO. 1:12-CV-05075

Plaintiff,

v. Judge: Hon. Edmond E. Chang

JOHN MAHER,

Defendant.

NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13 LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (*See*, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v. Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

Even if Mr. Cooper's allegations were true—and they are not—Plaintiff's assignments, including the assignment at issue in the instant action, remain valid. The formal requirements of a copyright assignment are "quite simple": a writing signed by the assignor. 17 U.S.C. § 204; Effects Associates, Inc. v. Cohen, 908 F.2d 555, 557 (9th Cir. 1990) ("The rule is really quite

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 39 of 50 Page ID

Case: 1:12-cv-05075 Document #: 18 Filed: 03/14/13 Page 2 of 3 PageID #:98

simple: If the copyright holder agrees to transfer ownership to another party, that party must get

the copyright holder to sign a piece of paper saying so. It doesn't have to be the Magna Charta; a

one-line pro forma statement will do."); see also Order, AF Holdings LLC v. Does 1-96, No. 11-

cv-3335-JSC (N.D. Cal. Nov. 22, 2011), ECF No. 29 at 5 n.1 ("The written copyright assignment

recites that it is between the original copyright owner, Heartbreaker Films, and Plaintiff here, AF

Holdings, LLC. . . . As the law requires only that the assignment be signed by the assignor and

not the assignee, this inconsistency does not prevent a prima facie showing of copyright

ownership.") (internal citations omitted).

Mr. Cooper's allegations relate to the assignee, not the assignor. The assignment at issue

in this action satisfies the Copyright Act's formal requirements. It is a writing signed by the

assignor. Plaintiff's rights in the copyrighted work in this action were transferred when the

assignor executed the assignment.

Plaintiff is treating Mr. Cooper's allegations with utmost seriousness and is investigating

their substance. Because Mr. Cooper's allegations relate to the assignment agreement at issue in

the instant litigation, Plaintiff respectfully brings the matter to the Court's attention.

Respectfully submitted,

DATED: March 14, 2013

By: /s/ Paul Duffy

Paul Duffy (Bar No. 6210496)

Prenda Law Inc.

161 N. Clark St., Suite 3200

Chicago, IL 60601

Phone: 312-880-9160

Fax: 312-893-5677

E-mail: paduffy@wefightpiracy.com

Attorney for Plaintiff

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Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 40 of 50 Page ID #:2560

Case: 1:12-cv-05075 Document #: 18 Filed: 03/14/13 Page 3 of 3 PageID #:99

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on March 14, 2013, all counsel of record who are deemed to have consented to electronic service are being served a true and correct copy of the foregoing document using the Court's CM/ECF system, in compliance with Local Rule 5.2(a).

| /s/ Pau | l Duffy | |
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Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 41 of 50 Page ID #:2561

Case: 1:12-cv-05077 Document #: 39 Filed: 03/14/13 Page 1 of 3 PageID #:143

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

AF HOLDINGS LLC,

CASE NO. 1:12-CV-05077

Plaintiff,

v.

Judge: Hon. Joan H. Lefkow

JOHN DOE,

Magistrate: Hon. Arlander Keys

Defendant.

NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13 LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (*See*, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v. Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

Even if Mr. Cooper's allegations were true—and they are not—Plaintiff's assignments, including the assignment at issue in the instant action, remain valid. The formal requirements of a copyright assignment are "quite simple": a writing signed by the assignor. 17 U.S.C. § 204; Effects Associates, Inc. v. Cohen, 908 F.2d 555, 557 (9th Cir. 1990) ("The rule is really quite

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 42 of 50 Page ID

Case: 1:12-cv-05077 Document #: 39 Filed: 03/14/13 Page 2 of 3 PageID #:144

simple: If the copyright holder agrees to transfer ownership to another party, that party must get

the copyright holder to sign a piece of paper saying so. It doesn't have to be the Magna Charta; a

one-line pro forma statement will do."); see also Order, AF Holdings LLC v. Does 1-96, No. 11-

cv-3335-JSC (N.D. Cal. Nov. 22, 2011), ECF No. 29 at 5 n.1 ("The written copyright assignment

recites that it is between the original copyright owner, Heartbreaker Films, and Plaintiff here, AF

Holdings, LLC. . . . As the law requires only that the assignment be signed by the assignor and

not the assignee, this inconsistency does not prevent a prima facie showing of copyright

ownership.") (internal citations omitted).

Mr. Cooper's allegations relate to the assignee, not the assignor. The assignment at issue

in this action satisfies the Copyright Act's formal requirements. It is a writing signed by the

assignor. Plaintiff's rights in the copyrighted work in this action were transferred when the

assignor executed the assignment.

Plaintiff is treating Mr. Cooper's allegations with utmost seriousness and is investigating

their substance. Because Mr. Cooper's allegations relate to the assignment agreement at issue in

the instant litigation, Plaintiff respectfully brings the matter to the Court's attention.

Respectfully submitted,

DATED: March 14, 2013

By: /s/ Paul Duffy

Paul Duffy (Bar No. 6210496)

Prenda Law Inc.

161 N. Clark St., Suite 3200

Chicago, IL 60601

Phone: 312-880-9160

Fax: 312-893-5677

E-mail: paduffy@wefightpiracy.com

Attorney for Plaintiff

2

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 43 of 50 Page ID #:2563

Case: 1:12-cv-05077 Document #: 39 Filed: 03/14/13 Page 3 of 3 PageID #:145

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on March 14, 2013, all counsel of record who are deemed to have consented to electronic service are being served a true and correct copy of the foregoing document using the Court's CM/ECF system, in compliance with Local Rule 5.2(a).

/s/ Paul Duffy

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 44 of 50 Page ID

Case: 1:12-cv-08030 Document #: 8 Filed: 03/14/13 Page 1 of 3 PageID #:63

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

AF HOLDINGS LLC,

CASE NO. 1:12-CV-08030

Plaintiff,

v.

Judge: Hon. John J. Tharp, Jr.

JOHN DOE,

Defendant.

NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13 LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (*See*, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v. Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

Even if Mr. Cooper's allegations were true—and they are not—Plaintiff's assignments, including the assignment at issue in the instant action, remain valid. The formal requirements of a copyright assignment are "quite simple": a writing signed by the assignor. 17 U.S.C. § 204; Effects Associates, Inc. v. Cohen, 908 F.2d 555, 557 (9th Cir. 1990) ("The rule is really quite

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 45 of 50 Page ID

Case: 1:12-cv-08030 Document #: 8 Filed: 03/14/13 Page 2 of 3 PageID #:64

simple: If the copyright holder agrees to transfer ownership to another party, that party must get

the copyright holder to sign a piece of paper saying so. It doesn't have to be the Magna Charta; a

one-line pro forma statement will do."); see also Order, AF Holdings LLC v. Does 1-96, No. 11-

cv-3335-JSC (N.D. Cal. Nov. 22, 2011), ECF No. 29 at 5 n.1 ("The written copyright assignment

recites that it is between the original copyright owner, Heartbreaker Films, and Plaintiff here, AF

Holdings, LLC. . . . As the law requires only that the assignment be signed by the assignor and

not the assignee, this inconsistency does not prevent a prima facie showing of copyright

ownership.") (internal citations omitted).

Mr. Cooper's allegations relate to the assignee, not the assignor. The assignment at issue

in this action satisfies the Copyright Act's formal requirements. It is a writing signed by the

assignor. Plaintiff's rights in the copyrighted work in this action were transferred when the

assignor executed the assignment.

Plaintiff is treating Mr. Cooper's allegations with utmost seriousness and is investigating

their substance. Because Mr. Cooper's allegations relate to the assignment agreement at issue in

the instant litigation, Plaintiff respectfully brings the matter to the Court's attention.

Respectfully submitted,

DATED: March 14, 2013

By: /s/ Paul Duffy

Paul Duffy (Bar No. 6210496)

Prenda Law Inc.

161 N. Clark St., Suite 3200

Chicago, IL 60601

Phone: 312-880-9160

Fax: 312-893-5677

E-mail: paduffy@wefightpiracy.com

Attorney for Plaintiff

2

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 46 of 50 Page ID #:2566

Case: 1:12-cv-08030 Document #: 8 Filed: 03/14/13 Page 3 of 3 PageID #:65

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on March 14, 2013, all counsel of record who are deemed to have consented to electronic service are being served a true and correct copy of the foregoing document using the Court's CM/ECF system, in compliance with Local Rule 5.2(a).

| /s/ Paul Duffy | |
|----------------|--|
| | |

USCA Case #12-7135

Document #1425620

Filed: 03/15/2013

Page 1 of 4

No. 12-7135

IN THE UNITED STATES COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA CIRCUIT

AF HOLDINGS, LLC,

Plaintiff-Appellee,

٧.

DOES 1 - 1,508,

Defendants,

and

COX COMMUNICATIONS, INC., et al.,

Appellants.

APPELLEE'S NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13 LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (*See*, ECF No. 1-2 at 2.) Plaintiff categorically

USCA Case #12-7135

Document #1425620

Filed: 03/15/2013

Page 2 of 4

denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v. Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

Even if Mr. Cooper's allegations were true—and they are not—Plaintiff's assignments, including the assignment at issue in the instant action, remain valid. The formal requirements of a copyright assignment are "quite simple": a writing signed by the assignor. 17 U.S.C. § 204; Effects Associates, Inc. v. Cohen, 908 F.2d 555, 557 (9th Cir. 1990) ("The rule is really quite simple: If the copyright holder agrees to transfer ownership to another party, that party must get the copyright holder to sign a piece of paper saying so. It doesn't have to be the Magna Charta; a one-line pro forma statement will do."); see also Order, AF Holdings LLC v. Does 1-96, No. 11-cv-3335-JSC (N.D. Cal. Nov. 22, 2011), ECF No. 29 at 5 n.1 ("The written copyright assignment recites that it is between the original copyright owner, Heartbreaker Films, and Plaintiff here, AF Holdings, LLC. . . . As the law requires only that the assignment be signed by the assignor and not the assignee, this inconsistency does not prevent a prima facie showing of copyright ownership.") (internal citations omitted).

Mr. Cooper's allegations relate to the *assignee*, not the assignor. The assignment at issue in this action satisfies the Copyright Act's formal requirements. It is a writing signed by the assignor. Plaintiff's rights in the copyrighted work in this action were transferred when the assignor executed the assignment.

Plaintiff is treating Mr. Cooper's allegations with utmost seriousness and is investigating their substance. Because Mr. Cooper's allegations relate to the assignment agreement at issue in the instant litigation, Plaintiff respectfully brings the matter to the Court's attention.

Case 2:12-cv-08333-ODW-JC Document 108-6 Filed 04/08/13 Page 49 of 50 Page ID #:2569

USCA Case #12-7135

Document #1425620

Filed: 03/15/2013

Page 3 of 4

By:

s/Paul A. Duffy Paul A. Duffy

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Page 4 of 4

CERTIFICATE OF SERVICE

I certify that I electronically filed the foregoing with the Clerk of the Court for the United States Court of Appeals for the District of Columbia Circuit by sing the appellate CM/ECF system on March 15, 2013.

s/ Paul A. Duffy Paul A. Duffy