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NORTHERN DISTRICT OF CALIFORNIA

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JCS

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

CASE NO.:  
**CV 10 1282**  
COMPLAINT:

17 IO GROUP, INC., a California corporation,  
18 CHANNEL ONE RELEASING, Inc., a  
19 California corporation and LIBERTY  
20 MEDIA HOLDINGS, LLC., a California  
21 corporation,

22 Plaintiffs,

23 vs.

24 GLBT, Ltd., a British limited company,  
25 MASH and NEW, Ltd., a British limited  
26 company, PORT 80, Ltd., a company of  
27 unknown origin or structure, STEVEN  
28 JOHN COMPTON, an individual living in  
the United Kingdom, and DAVID  
GRAHAM COMPTON, an individual  
living in the United Kingdom.

Defendants.

- (1) COPYRIGHT INFRINGEMENT (reproduction, distribution, public performance, public display);
- (2) CONTRIBUTORY COPYRIGHT INFRINGEMENT (Including Inducement);
- (3) VICARIOUS COPYRIGHT INFRINGEMENT;
- (4) TRADEMARK INFRINGEMENT (False Designation of Origin);
- (5) MISAPPROPRIATION OF RIGHT OF PUBLICITY (Common Law and Cal. Civ. Pro. § 3344);
- (6) UNFAIR BUSINESS PRACTICES (Cal. B&P Code §17200);
- (7) ALTER EGO; and
- (8) AN ACCOUNTING

JURY TRIAL DEMANDED

## INTRODUCTION

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1. Advances in technology have always driven changes to the manner in which people distribute and consume information and entertainment. Largely due to the development and wide-spread adoption of the Internet, this is truer today than ever. Unfortunately, the Internet has also created new ways to circumvent the intellectual property rights of artists, writers, musicians, film makers and other creative individuals.

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2. Wide-spread online infringement has dealt a devastating blow to the entertainment industry generally and the adult content industry specifically. Legitimate companies such as plaintiffs devote substantial resources not only to create and distribute their works, but also to comply with federal record keeping and labeling laws<sup>1</sup> and to foster and protect the ongoing health of the industry. Industry outsiders with no investment and no commitment to the long-term viability of the industry skim huge amounts of unearned profits with a slash and burn approach, resulting in the shuttering of numerous small businesses. *See, e.g.*, Neal Karlinsky and Arash Ghadishah, *Porn in the Digital Age: Why Pay*, abcnews.go.com, February 11, 2010 (available at <http://abcnews.go.com/Nightline/porn-industry-struggles-free-content-piracy/story?id=9795710>)

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3. This is an action by IO GROUP, INC., CHANNEL ONE RELEASING, INC., and LIBERTY MEDIA HOLDINGS, LLC., to recover damages arising from infringement of copyrights in their creative works by defendants GLBT, Ltd., MASH & NEW, Ltd., PORT 80 Ltd, STEVEN JOHN COMPTON and DAVID GRAHAM COMPTON and to enjoin defendants from future infringement. Defendants violated plaintiffs' exclusive right to reproduce, distribute, publically perform and publically display their copyrighted works and also engaged in the acts

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<sup>1</sup> See, 18 U.S.C. §2257.

1 upon which plaintiffs base their other claims. The infringement took place by and through Internet  
2 websites defendants own and operate using the domain names [gayforit.com](http://gayforit.com), [jerkyoutube.com](http://jerkyoutube.com) and  
3 [itsallgay.com](http://itsallgay.com).

#### 4 **THE PARTIES**

5  
6 4. IO GROUP, INC. is a California corporation doing business as “Titan Media,”  
7 with its principal place of business in San Francisco, California. Titan Media produces, markets,  
8 and distributes adult entertainment products, including Internet website content, videos, DVDs,  
9 photographs, etc. under the brands, TitanMedia®, TitanMen®, TitanMen Fresh, MSR Videos®  
10 and ManPlay®.

11  
12 5. CHANNEL ONE RELEASING, INC. is a California corporation doing business as  
13 “Channel One Releasing” with its principal place of business located in Los Angeles, California.  
14 Channel One produces, markets, and distributes adult entertainment products, including Internet  
15 website content, videos, DVDs, photographs, etc. under the brands, All Worlds Video, Catalina  
16 Video and Rascal Video.

17  
18 6. LIBERTY MEDIA HOLDINGS, LLC. is a California corporation doing business  
19 as Corbin Fisher® with its principal place of business located in San Diego, California. Liberty  
20 produces, markets, and distributes adult entertainment products, including Internet website  
21 content, videos, photographs, etc.

22  
23 7. Plaintiffs are informed and believe and based on that belief allege that Defendant  
24 GLBT, LIMITED, is a British limited business with its principle place of business in Eastleigh in  
25 the United Kingdom. GLBT has two stockholders, Steven John Compton and David Graham  
26 Compton, both of whom also serve as the company’s only directors. GLBT, Ltd. does business as  
27 and operates a website at [gayforit.com](http://gayforit.com).

1           8.       Plaintiffs are informed and believe and based on that belief allege that Defendant  
2 MASH & NEW LIMITED, is a British limited company located in Hampshire, the United  
3 Kingdom, with the company number 6581575, which does business as and operates websites at  
4 jerkyourtube.com and itsallgay.com.  
5

6           9.       Port 80, Ltd. is a business entity of unknown structure with a mailing address in the  
7 small island nation of the Seychelles, off the Eastern Coast of Africa. GLBT, Ltd and Mash &  
8 New, Ltd include Port 80, Ltd. in their domain name registration information for the websites  
9 jerkyourtube.com, gayforit.com and itsallgay.com.  
10

11           10.       STEVEN JOHN COMPTON, is an individual living in the Untitled Kingdom. He  
12 and defendant David Graham Compton are the sole directors and shareholders of Defendant  
13 GLBT, Ltd. STEVEN JOHN COMPTON and defendant David Graham Compton are the also  
14 sole directors and shareholders of Defendant Mash & New, Ltd.  
15

16           11.       DAVID GRAHAM COMPTON, is an individual living in the Untitled Kingdom.  
17 He and defendant Steven John Compton are the sole directors and shareholders of Defendant  
18 GLBT, Ltd. DAVID GRAHAM COMPTON and defendant David Graham Compton are also the  
19 sole directors and shareholders of Defendant Mash & New, Ltd.  
20

21           12.       Plaintiffs are informed and believe and based on that belief allege that each of the  
22 defendants was and is the agent and representative of the other defendants, acting within the  
23 purpose and scope of said agency and representation. Plaintiff is further informed and believes  
24 and based thereon alleges that each of the defendants authorized and ratified the conduct of each  
25 of the other defendants.  
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**JURISDICTION**

1  
2 13. This is a civil action for injunctive relief and damages for copyright infringement  
3 under the Copyright Act, 17 U.S.C. §101 *et seq.*; trademark infringement (false designation of  
4 origin), 15 U.S.C. §1125; misappropriation of the right of publicity under common law and  
5 California’s Civil Code §3344; and unfair business practices under California’s Business and  
6 Professions Code §17200, *et seq.*

7  
8 14. This Court has subject matter jurisdiction over plaintiff’s claims for copyright  
9 infringement, trademark infringement and related claims pursuant to 17 U.S.C. §§ 101, *et seq.*, 15  
10 U.S.C. §1117 *et seq.* and 28 U.S.C. §§ 1331 and 1338(a) and (b).

11  
12 15. This Court has supplemental jurisdiction over plaintiff’s claims arising under the  
13 laws of California pursuant to 28 U.S.C. § 1367(a) because these claims are so related to  
14 plaintiff’s claims under Federal Law that they form part of the same case or controversy and  
15 derive from a common nucleus of operative facts.

16  
17 16. The Court has personal jurisdiction over defendants. Defendants have purposefully  
18 availed themselves of the privilege of conducting activities in this forum, thereby invoking the  
19 benefits and protections of its laws. Defendants solicit, transact, and are doing business within the  
20 State of California. Defendants sell membership subscriptions to California residents. Defendants  
21 have committed unlawful and tortuous acts both within and outside the State of California causing  
22 injury in California. Defendants have infringed and continue to infringe works clearly marked as  
23 belonging to plaintiffs, thus defendants acts are expressly aimed against plaintiffs, each of which  
24 is a resident of California. Plaintiff’s claims arise out of the conduct that gives rise to personal  
25 jurisdiction over defendants and invocation of personal jurisdiction is reasonable.  
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1 **INTRADISTRICT ASSIGNMENT**

2 17. Because this action is based in copyright, it may be assigned to any of the three  
3 divisions of the District Court for the Northern District of California.  
4

5 **VENUE**

6 18. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b), (c) and (d); and  
7 1400(a).

8 **FACTS COMMON TO ALL CLAIMS**

9  
10 19. Each of the plaintiffs produces and distributes adult-oriented audiovisual works  
11 under some of the most well-known and successful trademarks within the gay erotica industry.  
12 Plaintiffs hold among them the registration for thousands of copyrighted works. Each plaintiff  
13 maintains at least one website by and through which individuals may view plaintiffs' copyright  
14 registered photographic and audiovisual works by purchasing either monthly subscriptions or by  
15 paying a "per view" fee (pay-per-view or video-on-demand). Plaintiffs additionally sell erotic  
16 content in DVD format through various wholesale companies for further retail distribution and  
17 through third party licensees including mobile phone companies and third party video-on-demand  
18 websites.  
19

20 20. Plaintiffs are recognized throughout the adult entertainment industry as being  
21 among the top gay erotica production companies.  
22

23 21. Io Group, Inc. was founded in 1995 and operated out of the garage of the  
24 company's founder and chief creative force, who had worked as a professional photographer and  
25 videographer for many years. Like many entrepreneurs, he took considerable financial risk to start  
26 his company, including mortgaging his home and taking on substantial debt. Even so, he  
27  
28

1 continued working for other producers to pay bills and did not take a salary the first several years  
2 of operation. The company did not become profitable for five years.

3           22. As the company grew, Io Group remained competitive by staying ahead of  
4 technological changes. It lead the industry in adopting the DVD format. More, recently, Io Group  
5 again took a risk by investing in expensive equipment in order to film, edit and distribute in Blu-  
6 Ray format. It is the only gay erotic production company shooting in Blu-Ray. Io Group's  
7 investment and attention to quality have earned it numerous industry awards, beginning with an  
8 award for Best Gay Video in its first year in existence (1995). Since then Io Group has won  
9 awards nearly every year including awards for Best Art Direction, Best Videography, Best  
10 Packaging, Best DVD Extras, Best Cinematography and Best Editing.

11           23. Channel 1 Releasing, was formed in 1998. The creative force behind Channel One  
12 is director and drag personality Chi Chi LaRue. Before founding Channel One, Chi Chi LaRue  
13 directed and produced feature films for other top tier erotic production companies, gay and straight  
14 alike. Channel One, which now owns the rights to the largest gay adult library worldwide, formed  
15 from the Rascal Videos' purchase of two long standing companies, All Worlds Video and Catalina  
16 Video. Channel One spent millions of dollars acquiring existing works and producing new works  
17 in order to build its impressive catalogue. Chi Chi LaRue is recognized as being instrumental in  
18 changing the industry standards such that the majority of gay production companies began  
19 requiring condoms in connection with the production of gay erotica. The reputation of Channel  
20 One and Chi Chi LaRue are further enhanced by their ongoing donations of time and money for  
21 HIV/AIDS education and awareness. Like Io Group, Channel One has won numerous awards for  
22 outstanding video production.

1           24. Plaintiff Liberty Media also sprang from humble beginnings and thrived through  
2 hard work, creativity and innovation. Under the brand name Corbin Fisher®, Liberty  
3 revolutionized the gay erotica industry by concentrating on shorter works which could be  
4 delivered to customers through the Internet on a regular and frequent basis. Today Corbin  
5 Fisher® is one of the most popular brands of gay erotica on the Internet.  
6

7           25. These businesses grew from hard work, risk, innovation, and creativity. The value  
8 of the businesses rests almost entirely in their intellectual property including trademarks,  
9 copyrights, and assigned rights of publicity. Plaintiffs' profitability and consequently their ability  
10 to survive in a difficult economy lies almost exclusively in their ability to earn revenue from  
11 intellectual property. Plaintiffs have invested and continue to invest hundreds of thousands of  
12 dollars annually to produce and distribute their intellectual property because the Copyright Act  
13 protects their economic incentive to do so.  
14

15           26. As technology continues to change and improve, the types and amounts of  
16 entertainment individuals can enjoy increases. Recent technological developments have resulted  
17 in individuals now being able to quickly access and/or download a wide range of video files by  
18 and through the Internet. Businesses, including plaintiffs' businesses, have taken advantage of  
19 these new technologies to deliver many entertainment options to potential customers.  
20

21           27. Unfortunately, rapidly changing technologies have also provided increased  
22 opportunity for those wishing to circumvent the rights of copyright holders. Some individuals and  
23 businesses have created and operated websites that blatantly copy and infringe audio visual works  
24 belonging to others. These sites are designed solely to siphon revenue from copyright holders and  
25 put it into the hands of those who own and operate the infringing websites. The infringing sites  
26 require little sweat equity or financial capital to launch. There is nothing particularly innovative or  
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1 complicated with regard to the software required to operate such a site. It can be obtained quickly  
2 and inexpensively. These sites can and often do operate from small offices anywhere in the world.  
3 They do not need to build relationships with anyone inside the adult entertainment community, nor  
4 do they wish to. They do not need to scout locations or develop new talent. They do not invest in  
5 the long term financial, fiscal or emotional health of the industry or the individuals within it. Like  
6 the pirates of other eras, they attack, retreat and disappear to enjoy their plunder.  
7

8           28. The websites operated by defendants, jerkyoutube.com, gayforit.com and  
9 itsallgay.com, serve as prime examples of websites designed with the sole purpose of redirecting  
10 profits from copyright holders to the un-invested poachers operating the infringing sites.  
11 Defendants employ technological advancements to engage in massive willful infringement of  
12 copyrights belonging to plaintiffs and others and have thus deprived plaintiffs of the lawful  
13 rewards that should accompany creativity, financial risk, innovation and entrepreneurship.  
14 Defendants operate these sites while maintaining the fiction that they offer a forum for consumers  
15 to upload and share their own original “user-generated” adult video content. In reality, defendants  
16 use these sites to collect and then re-sell access to an extensive collection of infringing adult  
17 videos, including works belonging to Plaintiffs. Defendants’ blatant disregard for copyright laws  
18 threatens the plaintiffs’ businesses and undermines the incentives provided by Art. I, §8, cl. 8 of  
19 the U.S. Constitution.  
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23           29. Each of the three offending websites, operates identically. Defendants store a large  
24 number of video files on computer servers that they control through ownership or leasing. Rather  
25 than create or license content for the sites, defendants urge users to provide content to them. With  
26 a wink and a nod, users click the obligatory but meaningless “terms of use” and then proceed to  
27 upload countless videos belonging to various production companies including plaintiffs. The  
28

1 users, who are virtual strangers to defendants, provide no information as to who they are or how  
2 they came to have authority to provide the content, and defendants clearly prefer not to know.

3 30. When a visitor navigates to one of the websites, he can view thumbnail images  
4 depicting one frame from each video file residing on defendants' servers. When the visitor sees an  
5 image from a movie he would like to view, he simply clicks on the image and the video begins to  
6 stream. If the viewer wants to download the video to his computer, he may do so.

7  
8 31. Users are able to view five videos from each of the websites on any given day for  
9 free. If the viewer wishes to watch more than five videos, he can obtain unlimited access for one  
10 month by paying a \$19.99 membership fee. Viewers can also gain unlimited access by supplying  
11 defendants with additional video content, thereby feeding the system and perpetuating the massive  
12 infringement scheme. For each video uploaded by the user, he gains unlimited access to the site  
13 for seven days, provided the uploaded video meets defendants' strict guidelines.

14  
15 32. Defendants carefully control the videos they accept in exchange for access to their  
16 sites. They require the videos to be new (*i.e.* it is not a duplicate of content already appearing on  
17 the site). The videos must specifically be gay erotica (*i.e.* "no non porn" and "no straight porn").  
18 The videos cannot be "poor quality" and they cannot be split into smaller sections in order to earn  
19 extra membership credits. Moreover, defendants require uploaders to strip away any evidence that  
20 the content is a professional or copyright registered work, by prohibiting any video that has the  
21 copyright owners' titles, credits or watermarks. Specifically, defendants set forth their  
22 requirements on their website as follows:

23  
24  
25 **"Rules for qualifying for 7 days unlimited membership"**

- 26 1) 1 video must be uploaded.  
27 2) Videos put in "private" DO NOT count.  
28 3) Uploading duplicates DOES NOT count.

1 4) Splitting a video into many clips DOES NOT count.

2 5) No Watermarked or copyrighted material allowed.

3 6) No underage.

4 7) No straight porn.

5 8) No poor quality videos.

6 9) No non porn.

7 10) No titles or credits.

8 People who cheat or break the rules **WILL BE** banned with NO exceptions

9 All uploaded videos are put into a conversion queue. It may take some time for your video to  
10 appear if we are busy.”

11  
12 33. Defendants also earn revenue by placing advertisements on the websites and the  
13 plaintiffs’ copyrighted content acts as the draw which attracts legions of visitors, thus defendants’  
14 increase their own advertising revenue through the sweat of plaintiffs’ brow.

15  
16 34. In order to attract more customers to the websites, defendants create a special line  
17 of computer code called an embedded link and encourage users to distribute these embedded links  
18 on other websites. Defendant creates these links and makes them available on its websites directly  
19 next to the frame in which the video streams. Users can simply copy the code and then place the  
20 code on another website. When someone clicks on one of these links on another website, the  
21 video will play on the other website. However, the video streams from within a player controlled  
22 by defendants. The video player automatically overlays an opaque watermark with the name of  
23 defendants’ websites. In some cases a short rolling advertisement is also placed before or after the  
24 infringing video. Thus, defendants place their brand on plaintiff’s intellectual property as if it  
25 belonged to them. Defendants use plaintiffs’ works to advertise their websites.

26  
27 35. Plaintiffs are informed and believe and based thereon allege that each act of  
28 infringement complained of herein occurred from the base domains jerkyoutube.com,

1 gayforit.com and itsallgay.com, and occurred on computer servers owned, operated and/or  
2 controlled by defendants and at the direction of Compton and GRAHM?.

3  
4 36. Plaintiffs discovered and documented that defendants have reproduced and are  
5 displaying and distributing by and through jerkyoutube.com, gayforit.com and itsallgay.com  
6 hundreds of unauthorized copies of their copyright registered works. Users have viewed these  
7 works millions of times. Moreover, defendants similarly infringe thousands of videos belonging  
8 to hundreds of other producers. Specifically, Defendants have infringed at least One hundred  
9 ninety-four (194) titles which are identified by copyright registration number on Attachment A.  
10

11 37. Defendants' business model depends on the uploading, posting, display and  
12 performance of copyrighted audiovisual works belonging to plaintiffs and others. Defendants  
13 deliberately and knowingly built large libraries of infringing works to draw Internet traffic to the  
14 subject websites, enabling defendants to sell advertising and memberships to view the works while  
15 also increasing the value of their business and earning vast amounts of revenue from content for  
16 which they hold no copyrights or valid licenses.  
17

18 38. Defendants have actual knowledge and clear notice of this massive infringement,  
19 which is obvious to even the most casual visitor to the sites. The sites are full of "red flags" from  
20 which infringing activity is apparent. Most of the available movies are obviously shot with high-  
21 quality cameras and using well known performers. In spite of defendant's alleged prohibition on  
22 uploading content with watermarks or branding, many videos contain opening titles with studio  
23 logos and titles. Moreover, plaintiffs have repeatedly notified defendants that the sites contain  
24 massive amounts of infringing copies of their copyright registered works.  
25

26  
27 39. Defendants have deliberately chosen not to take reasonable precautions to deter the  
28 rampant copyright infringement occurring on jerkyoutube.com, gayforit.com and itsallgay.com



1 which they have both the right and ability to control. Defendants make no attempt to indentify the  
2 individuals who provide defendants with the content they exploit and in fact, they refuse to do so,  
3 knowing the individuals supplying popular infringing content would be deterred from doing so if  
4 they could be easily identified. Nor do defendants make any effort to determine from where or  
5 from whom the individuals obtained the works or whether the individuals have legitimate  
6 authority to further reproduce and distribute the works.  
7

8           40. Instead of exercising their right and ability to control infringing activity on their  
9 websites, defendants elect to shift the burden onto copyright owners to monitor the website on a  
10 continual basis to detect infringing files and to send notices to defendants demanding that they  
11 take down the infringing files. Defendants have willfully chosen this approach because it allows  
12 them to profit from infringement while leaving plaintiffs and other copyright owners with  
13 Sisyphean task of monitoring defendants' websites and thousands of others sites that now mimic  
14 their successful, albeit illegal business model.  
15

16           41. Prior to releasing their works into the market, plaintiffs mark each work with a  
17 copyright notice and with their respective trademarks. Plaintiffs also display their copyright  
18 marks and trademarks predominantly on their respective websites. They label each work with  
19 their respective California business addresses and a statement that age authentication records are  
20 maintained at those addresses in accordance with the requirements of 18 U.S.C. §2257. Plaintiffs  
21 also label their websites with this information.  
22

23           42. Defendants' infringements have harmed and continue to harm plaintiffs and others  
24 who legally derive benefit from plaintiffs' creative works. If left unchecked, the continued  
25 infringements will undermine plaintiffs' businesses and other creative enterprises that produce  
26 audiovisual works. Plaintiffs therefore have no choice but to seek immediate redress.  
27  
28

1 43. Plaintiff seeks a declaration that defendants’ conduct in reproducing, distributing  
2 publicly performing and publicly displaying plaintiffs’ copyrighted works without authorization  
3 willfully infringes plaintiffs’ copyrights; a permanent injunction requiring defendants to employ  
4 reasonable methods and or technologies to prevent or limit infringement of plaintiffs’ copyrights;  
5 and actual damages plus profits or statutory damages for defendants’ past and present willful  
6 infringement of at least twenty-nine million, one hundred thousand dollars (\$29.1 million).

8 44. Defendants have engaged in, and are continuing to engage in, fraudulent, unfair,  
9 and unlawful conduct including violating 18 U.S.C. §2257 and its governing regulations. Such  
10 violations include, without limitation, defendants’ failure to maintain proper age verification  
11 records and defendants’ knowing transfer and sale of actual sexually explicit content without  
12 proper labeling as required under 18 U.S.C. §2257(f)(1).

14 45. Plaintiffs devote significant resources, time and money to comply with 18 U.S.C.  
15 §2257. Accordingly, as a direct and proximate result of the aforementioned acts, defendants  
16 received and continue to receive an economic benefit by ignoring and violating 18 U.S.C. §2257  
17 while operating jerkyoutube.com, gayforit.com and itsallgay.com.

19 **FIRST CAUSE OF ACTION**

20 **(Copyright Infringement – 17 U.S.C. §501)**

21 **Plaintiffs Own Federally Registered Copyrights of Various Creative Works**

22 46. Plaintiffs repeat and incorporate by this reference each and every allegation set  
23 forth in paragraphs 1 through 45, inclusive.

24 47. Each of the works infringed as alleged in this action is registered to plaintiffs with  
25 the United States Copyright Office. The U.S. Copyright Registration Numbers for each of the  
26 currently known infringed works are set forth in Exhibit A. In a few cases plaintiffs have  
27  
28

1 submitted an application to the Copyright Office, but are waiting for the Office to complete  
2 processing.

3 48. At all times relevant hereto, plaintiffs have been the registered owners of the  
4 audiovisual works reproduced, distributed and publicly displayed by defendants by and through  
5 jerkyoutube.com, gayforit.com and itsallgay.com as complained of herein.  
6

7 49. Defendants reproduced, reformatted, publicly displayed, and distributed plaintiffs'  
8 copyright protected works by and through servers and/or other hardware owned, operated and/or  
9 controlled by defendants.  
10

11 Defendants Willfully Infringed Plaintiff's Registered Copyrights

12 50. Defendants infringed the copyrights in plaintiffs' creative works by reproducing,  
13 distributing, and publicly displaying the works by and through jerkyoutube.com, gayforit.com  
14 and itsallgay.com without proper approval or authorization of plaintiffs.  
15

16 51. Defendants knew they did not have permission to exploit plaintiffs' works on  
17 jerkyoutube.com, gayforit.com and itsallgay.com and knew or should have known their acts  
18 constituted copyright infringement.

19 52. Plaintiff is informed and believes and based thereon alleges that defendants made  
20 no attempt to discover the proper owners of the works before exploiting them, nor did they take  
21 measures to determine whether the works had been properly licensed. In fact, defendants took  
22 specific measures to limit their knowledge regarding the infringement.  
23

24 53. Defendants' conduct was willful within the meaning of the Copyright Act. At a  
25 minimum, defendants acted with willful blindness to and in reckless disregard of plaintiffs'  
26 registered copyrights.  
27  
28

1           54. As a result of their wrongful conduct, defendants are liable to plaintiffs for  
2 copyright infringement pursuant to 17 U.S.C. § 501. Plaintiff has suffered, and will continue to  
3 suffer, substantial losses, including but not limited to damage to their business reputations and  
4 goodwill.  
5

6           55. Plaintiffs are entitled to recover damages, which include their losses and any and  
7 all profits defendants have made as a result of their wrongful conduct. 17 U.S.C. § 504.  
8 Alternatively, plaintiffs are entitled to statutory damages under 17 U.S.C. § 504(c).  
9

10           56. In addition, because defendants' infringement has been willful, the award of  
11 statutory damages should be enhanced in accordance with 17 U.S.C. § 504(c)(2).  
12

13           57. Plaintiffs are also entitled to injunctive relief pursuant to 17 U.S.C. § 502 and to an  
14 order impounding any and all infringing materials pursuant to 17 U.S.C. § 503. Plaintiffs have no  
15 adequate remedy at law for defendants' wrongful conduct because, among other things, (a)  
16 plaintiffs' copyrights are unique and valuable property which have no readily determinable market  
17 value, (b) defendants' infringement harms plaintiffs' business reputation and goodwill such that  
18 plaintiffs could not be made whole by any monetary award, and (c) defendants' wrongful conduct,  
19 and resulting damage to plaintiffs is continuing. Pursuant to 17 U.S.C. §502, plaintiffs are entitled  
20 to preliminary and permanent injunctive relief prohibiting further infringement of plaintiffs'  
21 copyrights.  
22

23           58. In addition, plaintiffs are entitled to recover their attorneys' fees and costs of suit  
24 pursuant to 17 U.S.C. § 505.  
25  
26  
27  
28



**SECOND CAUSE OF ACTION**

**(Contributory Copyright Infringement)**

1  
2  
3  
4 59. Plaintiff repeats and incorporates by this reference each and every allegation set  
5 forth in paragraphs 1 through 58, inclusive.

6 60. Without authorization, individuals have reproduced, distributed, created derivative  
7 works and publicly displayed plaintiffs' works by and through jerkyoutube.com, gayforit.com  
8 and itsallgay.com thereby directly infringing plaintiffs' copyrighted works.

9  
10 61. Defendants contributed to the infringing acts of those individuals and allowed,  
11 encouraged and induced those individuals to reproduce, distribute, and publicly display plaintiffs'  
12 works by and through jerkyoutube.com, gayforit.com and itsallgay.com without regard to the  
13 ownership of the works.

14 62. Defendants designed, distributed, and made available technology and devices with  
15 the object and intent of promoting their use to infringe copyrighted materials. As a direct and  
16 proximate result of such inducement, individuals have infringed plaintiffs' copyrighted works by  
17 reproducing, distributing, and publicly performing such works by and through jerkyoutube.com,  
18 gayforit.com and itsallgay.com.

19  
20 63. Defendants' acts of inducement to infringe were willful, in disregard of and with  
21 indifference to plaintiffs' rights.

22  
23 64. Defendants induced the users of its websites to engage in copyright infringement,  
24 by offering them free memberships if they provided defendants with new sexually explicit gay  
25 content with all indicia of ownership removed.

26  
27 65. Defendants had knowledge of the infringing activity or engaged in willful blindness  
28 to avoid knowledge of the infringing activity.

1 66. The acts and conduct of defendants, as alleged above in this Complaint constitute  
2 contributory copyright infringement.

3 **THIRD CAUSE OF ACTION**

4 **(Vicarious Copyright Infringement)**

5  
6 67. Plaintiff repeats and incorporates by this reference each and every allegation set  
7 forth in paragraphs 1 through 66, inclusive.

8 68. Without authorization, individuals have reproduced, distributed, created derivative  
9 works and publicly displayed plaintiffs' works by and through jerkyoutube.com, gayforit.com  
10 and itsallgay.com thereby directly infringing plaintiffs' copyrighted works.

11  
12 69. Defendants had the right and ability to control the infringing acts of the  
13 individuals who provided plaintiffs' works to jerkyoutube.com, gayforit.com and itsallgay.com as  
14 described herein.

15 70. Defendants obtained a direct financial benefit from those infringing activities.

16  
17 71. The acts and conduct of defendants, as alleged above in this Complaint constitute  
18 vicarious copyright infringement.

19 **FOURTH CAUSE OF ACTION**

20 **(Trademark Infringement - False Designation of Origin)**

21  
22 72. Plaintiff repeats and incorporates by this reference each and every allegation set  
23 forth in paragraphs 1 through 71, inclusive.

24 73. Plaintiff Io Group, Inc. has applied for and registered the marks TitanMedia®,  
25 TitanMen®, and ManPlay® with the United States Patent and Trademark Office. Io Group has  
26 also obtained through assignment the mark MSR Videos®.  
27  
28

1           74. Plaintiff Liberty Media Holdings, LLC holds an exclusive license to the registered  
2 Trademark Corbin Fisher®.

3           75. Defendants provide identical services as plaintiffs, to the same market, namely,  
4 providing gay adult content for viewing via the Internet. Defendants compete directly with  
5 plaintiffs.  
6

7           76. Defendants display infringing reproductions of plaintiffs' works on  
8 jerkyoutube.com, gayforit.com and itsallgay.com and display the marks "jerkyoutube.com",  
9 "gayforit.com" and "itsallgay.com" above and immediately adjacent to the works.

10           77. Defendants' use of the marks "jerkyoutube.com", "gayforit.com" and  
11 "itsallgay.com" in connection with displaying plaintiffs' works constitutes a use in commerce that  
12 is likely to cause confusion and mistake and to deceive consumers as to the source or origin of the  
13 works displayed on and distributed by and through jerkyoutube.com, gayforit.com and  
14 itsallgay.com. Defendants' usage tends to deceive or confuse consumers into believing  
15 defendants' services are affiliated with plaintiffs' works, are sponsored or approved of by  
16 plaintiffs, or are otherwise associated with or authorized by plaintiffs.  
17

18           78. By engaging in the activities described above, defendants have made and are  
19 making false, deceptive, and misleading statements constituting unfair competition, false  
20 representations, false designation of origin, and false advertising made in connection with services  
21 distributed in interstate commerce in violation of Section 43(a) of the Lanham Act, 15 U.S.C. §  
22 1125(a).  
23

24           79. Defendants are engaging in this course of action willfully and with full knowledge  
25 and awareness of the superior trademark rights of plaintiffs, and with the purpose an intent of  
26  
27  
28

1 confusing the relevant trade and public into mistakenly believing that defendants' services are  
2 associated with, affiliated with, or licensed by plaintiffs.

3  
4 80. Defendants' acts of unfair competition and false advertising have caused and are  
5 causing great and irreparable injury plaintiffs and their relevant trademarks and to the services and  
6 goodwill represented thereby, in an amount that cannot be ascertained at this time and, unless  
7 restrained, will cause further irreparable injury, leaving plaintiffs with no adequate remedy at law.

8  
9 81. By reason of the foregoing, plaintiffs are entitled to injunctive relief against  
10 defendants, restraining further acts of unfair competition, false designation of origin, and false  
11 advertising, and to recover attorneys' fees and any damages proven to have been caused by reason  
12 of defendants' aforesaid acts of unfair competition, false designation of origin, false  
13 representation, and false advertising.

14 **FIFTH CAUSE OF ACTION**

15 **(Misappropriation of the Right of Publicity (Common Law and Cal. Civ. Pro. § 3344))**

16  
17 82. Plaintiff repeats and incorporates by this reference each and every allegation set  
18 forth in paragraphs 1 through 81, inclusive.

19  
20 83. Plaintiffs' copyrighted works embody images of performers a number of which  
21 executed written agreements through which plaintiffs became the exclusive proprietors of the  
22 actors' rights of publicity in the performances embodied in plaintiffs' creative works.

23  
24 84. Defendants infringed the rights of publicity of the performers appearing in  
25 plaintiffs' works by displaying images of those performers for commercial gain without consent.

26  
27 85. Defendants exploited the performances of the individuals appearing in plaintiffs'  
28 works and used those performances to advertise defendants' websites. Defendants distributed a  
video player that automatically overlaid the name of defendants' websites on top of the



1 performances of the individuals appearing in plaintiffs' works. Defendants encouraged their  
2 members to distribute links on the Internet which when clicked automatically opened defendants'  
3 video player thereby causing the video files containing the performances to appear along with  
4 advertisements to defendants' websites.

5  
6 86. As a direct and proximate result of defendants' conduct as aforesaid, plaintiffs have  
7 been damaged by lost income in an amount to be determined at trial.

8  
9 87. Defendants acted deliberately to injure plaintiffs and otherwise in conscious  
10 disregard of plaintiffs' rights. Further, defendants performed these acts, or otherwise authorized,  
11 ratified or had knowledge of them and thereby acted in conscious disregard of plaintiffs' rights.

12  
13 88. The acts and conduct of defendants as alleged above in this Complaint constitute a  
14 misappropriation of the right of publicity pursuant to the common law of California.

15  
16 89. The acts and conduct of defendants as alleged above in this Complaint constitute a  
17 misappropriation of the right of publicity in the form of the unauthorized commercial use of a  
18 photograph in violation of California Civil Code §3344.

19  
20 90. Defendants' conduct as alleged above has damaged and will continue to damage  
21 plaintiff's goodwill and reputation and has resulted in losses to plaintiff and illicit gain of profit to  
22 defendants in an amount unknown at the present time.

23  
24 91. The aforementioned acts of defendants were willful, oppressive, fraudulent and  
25 malicious and therefore, defendants' conduct justifies an award of exemplary or punitive damages  
26 in an amount sufficient to punish defendants and to make an example of them to others as  
27 provided for in Cal. Civ. Code § 3344(a).  
28

**SIXTH CAUSE OF ACTION**

**(Unfair Business Practices - Cal. Bus. & Prof. Code §17200 - Violation of 18 U.S.C. §2257)**

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92. Plaintiff repeats and incorporates by this reference each and every allegation set forth in paragraphs 1 through 91, inclusive.

93. California Business & Professional Code §17200 et seq. provides for injunctive and other relief against any “unlawful, unfair or fraudulent business act or practice.” As set forth above, defendants are engaged in, and, unless restrained, will continue to engage in unfair and fraudulent conduct, and unlawful conduct under the 18 U.S.C. §2257.

94. Defendants are distributors of sexually explicit material within the meaning of 18 U.S.C. §2257 and its governing regulations.

95. Defendants have committed and are continuing to commit acts of unfair competition as defined by Business and Professions Code § 17200, by violating 18 U.S.C. §2257 and the implementing regulations. Such violations include defendants’ failure to maintain age verification records and failure to ensure that all sexually explicit material contains a disclosure as to where age verification records are maintained.

96. Defendants’ aforesaid failure to follow the record keeping and labeling requirements of 18 U.S.C. §2257 constitutes an unlawful business practice within the meaning of Business & Professions Code §17200, *et seq.*

97. As a direct and proximate result of the aforementioned acts, defendants receive and continue to receive an economic benefit by failing to adhere to the requirements of 18 U.S.C. §2257 and the implementing regulations.

98. Defendants have engaged in, and are continuing to engage in, fraudulent, unfair and unlawful conduct including, but not limited to knowingly, failing to maintain proper age

1 verification records and transferring or selling actually sexually explicit material without proper  
2 labeling as required under 18 U.S.C. §2257(f).

3 99. Injury to plaintiffs is continuing and will continue unless defendants' actions are  
4 restrained by the Court. Unless defendants are enjoined from engaging in their wrongful conduct,  
5 plaintiffs will suffer further irreparable injury and harm, for which plaintiffs have no adequate  
6 remedy at law.

7  
8 100. Plaintiffs are entitled to a permanent injunction, and pending the hearing and final  
9 determination of this action, a preliminary injunction enjoining defendants from the acts of unfair,  
10 unlawful and fraudulent business practices set forth above, and to reasonable attorneys' fees and  
11 costs of suit.

12  
13 **SEVENTH CAUSE OF ACTION**

14 **(Alter Ego)**

15  
16 101. Plaintiffs repeat and incorporate by this reference each and every allegation  
17 set forth in paragraphs 1 through 100, inclusive.

18 102. Plaintiffs are informed and believe and based thereon allege that Defendants  
19 Steven John Compton and David Graham Compton are, and at all times herein mentioned  
20 were, the owners of 100% of the interest (shares of Stock) of GLBT, Ltd. and Mash &  
21 New, Ltd.

22  
23 103. Plaintiffs are informed and believe and based thereon allege that Defendants  
24 Steven John Compton and David Graham Compton are, and at all times herein mentioned  
25 were, the sole directors of GLBT, Ltd. and Mash & New, Ltd.

26  
27 104. Plaintiffs are informed and believe and based thereon allege that there exists,  
28 and at all times herein mentioned there existed, a unity of interest in ownership between

1 Steven John Compton and David Graham Compton on one hand and GLBT, Ltd. and  
2 Mash & New, Ltd. on the other, such that any individuality and separateness between  
3 Steven John Compton and David Graham Compton on one hand and GLBT, Ltd. and  
4 Mash & New, Ltd on the other have ceased and GLBT, Ltd. and Mash & New, Ltd are the  
5 alter egos of Defendants Steven John Compton and David Graham Compton in that:  
6

7  
8 a. Defendants Steven John Compton and David Graham Compton have  
9 commingled funds and other assets of GLBT, Ltd. and Mash & New, Ltd for their own  
10 convenience and to assist in evading payment of obligations;  
11

12 b. Defendants Steven John Compton and David Graham Compton have  
13 diverted funds and other assets of GLBT, Ltd. and Mash & New, Ltd for other than  
14 corporate uses;  
15

16 c. Defendants Steven John Compton and David Graham Compton treated  
17 assets of GLBT, Ltd. and Mash & New, Ltd as their own;  
18

19 d. At all times herein mentioned, Defendants Steven John Compton and  
20 David Graham Compton controlled, dominated and operated GLBT, Ltd. and Mash &  
21 New, Ltd as their individual business and alter ego, and carried out the activities and  
22 business of GLBT, Ltd. and Mash & New, Ltd without the holding of directors or  
23 shareholders meetings, and without maintaining adequate records or minutes of corporate  
24 proceedings;  
25

26 e. Defendants Steven John Compton and David Graham Compton failed to  
27 adequately capitalize GLBT, Ltd. and Mash & New, Ltd.  
28



1 f. GLBT, Ltd. and Mash & New, Ltd are, and at all times herein mentioned  
2 were, mere shells, instrumentalities, and conduits through which Defendants Steven John  
3 Compton and David Graham Compton carried on their business in the corporate name  
4 exactly as if it were unincorporated, exercising complete control and dominance of such  
5 business to such an extent that any individuality or separateness of GLBT, Ltd. and Mash  
6 & New, Ltd. and Defendants Steven John Compton and David Graham Compton do not,  
7 and at all times herein mentioned did not, exist; and  
8

9  
10 g. Defendants Steven John Compton and David Graham Compton diverted  
11 assets from GLBT, Ltd. and Mash & New, Ltd to themselves to the detriment of creditors,  
12 including plaintiff.  
13

14 105. Adherence to the fiction of the separate existence of GLBT, Ltd. and Mash  
15 & New, Ltd as entities distinct from Defendants Steven John Compton and David Graham  
16 Compton would permit an abuse of the corporate privilege and would be inequitable and  
17 unfair.  
18

19 106. Plaintiffs are informed and believe and based thereon allege to the extent  
20 Port 80, Ltd. is a properly formed legal entity, Defendants Steven John Compton and  
21 David Graham Compton have engaged in similar actions with regard to Port 80, Ltd and  
22 thus at all times herein mentioned there existed, a unity of interest in ownership between  
23 Defendants Steven John Compton and David Graham Compton on one hand and Port 80,  
24 Ltd on the other, such that any individuality and separateness between Defendants Steven  
25 John Compton and David Graham Compton and Port 80, Ltd have also ceased and Port 80,  
26 Ltd is the alter ego of Defendants Steven John Compton and David Graham Compton.  
27  
28

**EIGHTH CAUSE OF ACTION**

**(Accounting)**

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2  
3  
4 107. Plaintiffs repeat and incorporate by this reference each and every allegation set  
5 forth in paragraphs 1 through 106, inclusive.

6 108. Plaintiffs are entitled, pursuant to 17 U.S.C. § 504, to statutory damages or  
7 plaintiffs' actual damages and all defendants' profits attributable to the illegal acts herein  
8 described.

9  
10 109. The amount of compensatory damages due from defendants to plaintiff is unknown  
11 to plaintiffs and cannot be ascertained without a detailed accounting by defendants of the precise  
12 number of visitors to defendants' website, the number of views of plaintiffs' works from  
13 defendants' website and the amount of income generated by the website.

14  
15 110. Accordingly, plaintiffs are entitled to and hereby demand a full accounting from  
16 defendants.

**JURY DEMAND**

17  
18 111. Plaintiffs hereby demand a jury trial in this case.

**PRAYER**

19  
20 WHEREFORE, plaintiffs respectfully requests judgment as follows:

- 21  
22 (1) That the Court enter a judgment declaring that defendants have:
- 23 a. willfully infringed plaintiffs' rights in federally registered copyrights under 17
  - 24 U.S.C. § 501 through their direct, contributory and vicarious acts;
  - 25 b. willfully violated plaintiffs' registered trademarks;
  - 26 c. willfully violated plaintiffs' assigned rights of publicity in violation of
  - 27 California common law and Cal. Civ. Code §3344; and
  - 28

1 d. otherwise injured the business reputations and businesses of plaintiffs by  
2 defendants' acts and conduct as set forth in this Complaint;

3 (2) That the Court issue injunctive relief against defendants, and that defendants, their  
4 agents, representatives, servants, employees, attorneys, successors and assigns, and all others in  
5 active concert or participation with it, be enjoined and restrained from copying, posting or making  
6 any other infringing use or infringing distribution of plaintiffs' audiovisual works, photographs or  
7 other materials;  
8

9 (3) That the Court issue injunctive relief against defendants, and that defendants, their  
10 agents, representatives, servants, employees, attorneys, successors and assigns, and all others in  
11 active concert or participation with it, be enjoined and restrained from engaging in further acts of  
12 unfair competition, false designation of origin, and false advertising;  
13

14 (4) That the Court enter an order of impoundment pursuant to 17 U.S.C. §§ 503 and  
15 509(a) impounding all infringing copies of plaintiffs' audiovisual works, photographs or other  
16 materials, which are in defendants' possession or under their control;  
17

18 (5) That the Court enter an order requiring a full and complete accounting of all  
19 amounts due and owing to plaintiffs as a result of defendants' illegal activities;  
20

21 (6) That the Court order defendants to pay plaintiffs' general, special, actual and  
22 statutory damages as follows:

23 a. Plaintiffs' damages and defendants' profits pursuant to 17 U.S.C. § 504(b), or  
24 in the alternative, maximum enhanced statutory damages of twenty-nine  
25 million, one hundred thousand dollars (one hundred fifty thousand per infringed  
26 work) pursuant to 17 U.S.C. § 504(c)(2), for defendants' willful infringement of  
27 plaintiffs' copyrights;  
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- b. Plaintiffs' damages and defendants' profits or alternatively statutory damages pursuant to 15 U.S.C. §1117;
- c. Plaintiffs' damages and defendants' profits pursuant to Cal. Civ. Code § 3344 or in the alternative statutory damages pursuant to Cal. Civ. Code § 3344, plus punitive damages pursuant to Cal. Civ. Code §3344; and
- d. Pursuant to Business and Professions Code §§ 17203 and 17535, and pursuant to the equitable powers of this Court, plaintiffs pray that the Court order defendants to restore all funds acquired by means or any act or practice found by this Court to be unlawful or fraudulent or to constitute unfair competition under Business and Professions Code §17200 *et seq.*


(7) That the Court order defendants to pay plaintiffs both the costs of this action and the reasonable attorney's fees incurred by it in prosecuting this action pursuant to 17 U.S.C. § 504, 15 U.S.C. §1117, Cal. Civ. Code § 3344(a); and Cal. Code Civ. Pro. §1021.5.

(8) That the Court order Defendants to pay pre and post judgment interest according to law; and

(9) That the Court grant to plaintiffs such other and additional relief as is just and proper.

Dated: 3.26.2010

Respectfully submitted,




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D. GILL SPERLEIN

THE LAW OFFICE OF D. GILL SPERLEIN

MARC J. RANDAZZA, (*pro hac vice* pending)  
 GENERAL COUNSEL  
 LIBERTY MEDIA HOLDINGS, LLC

Attorneys for Plaintiffs



## Attachment A

	<b>Rights Holder</b>	<b>Title</b>	<b>Registration Number</b>
1			
2			
3			
4	Io Group, Inc.	<i>110° in Tucson</i>	PA 1-290-634
5	Io Group, Inc.	<i>3 Easy Pieces</i>	PA 1-080-257
6	Io Group, Inc.	<i>Alabama Takedown</i>	PA 1-304-285
7	Io Group, Inc.	<i>Arcade on Rt. 9</i>	PA 1-335-771
8	Io Group, Inc.	<i>At Large</i>	PA 1-230-114
9	Io Group, Inc.	<i>Back to Barstow</i>	PA 1-252-048
10	Io Group, Inc.	<i>Barnstorm</i>	PA 1-630-064
11	Io Group, Inc.	<i>Big Muscle</i>	PA 1-309-633
12	Io Group, Inc.	<i>Boiler</i>	PA 1-368-496
13	Io Group, Inc.	<i>Boner!</i>	PA 990-715
14	Io Group, Inc.	<i>Breakers</i>	PA 1-617-991
15	Io Group, Inc.	<i>Breathless</i>	PA 1-352-306
16	Io Group, Inc.	<i>Campus Pizza</i>	PA 1-597-987
17	Io Group, Inc.	<i>Cirque Noir</i>	PA 1-304-272
18	Io Group, Inc.	<i>Cop Shack</i>	PA 1-352-001
19	Io Group, Inc.	<i>Copperhead Canyon</i>	PA 1-637-557
20	Io Group, Inc.	<i>Crossing the Line</i>	PA 1-366-927
21	Io Group, Inc.	<i>Desert Train</i>	PA 984-689
22	Io Group, Inc.	<i>Don't Ask, Don't Tell</i>	PA 1-230-111
23	Io Group, Inc.	<i>Double Standard</i>	PA 1-636-650
24	Io Group, Inc.	<i>Easy Inn</i>	PA 995-031
25	Io Group, Inc.	<i>Eruption</i>	PA 990-739
26	Io Group, Inc.	<i>Fear</i>	PA 1-317-997
27	Io Group, Inc.	<i>First Crush</i>	PA 1-232-826
28	Io Group, Inc.	<i>Folsom Leather</i>	PA 1-387-547
	Io Group, Inc.	<i>Folsom Prison</i>	PA 1-635-863
	Io Group, Inc.	<i>Full Access</i>	PENDING
	Io Group, Inc.	<i>Funhouse</i>	PENDING
	Io Group, Inc.	<i>Gale Force</i>	PA 1-302-642
	Io Group, Inc.	<i>Gorge</i>	PA 1-202-666
	Io Group, Inc.	<i>H2O</i>	PA 1-379-764
	Io Group, Inc.	<i>Heat</i>	PA 1-017-633
	Io Group, Inc.	<i>Hitch</i>	PA 1-344-055
	Io Group, Inc.	<i>Island Guardian</i>	PA 984-693
	Io Group, Inc.	<i>Jacked Up</i>	PA 1-040-880
	Io Group, Inc.	<i>Laid Up</i>	PA 1-040-878
	Io Group, Inc.	<i>Lifeguard</i>	PENDING

1	Io Group, Inc.	<i>ManPlay 18</i>	PA 1-247-310
2	Io Group, Inc.	<i>Mens Room</i>	PA 1-233-097
3	Io Group, Inc.	<i>P.O.V.</i>	PA 1-631-964
4	Io Group, Inc.	<i>Packers</i>	PA 1-233-145
5	Io Group, Inc.	<i>Pumped Up</i>	PA 1-052-097
6	Io Group, Inc.	<i>Redwood</i>	PA 1-080-261
7	Io Group, Inc.	<i>REM</i>	PA 1-130-969
8	Io Group, Inc.	<i>Riders</i>	PA 1-328-405
9	Io Group, Inc.	<i>River Patrol</i>	PA 885-073
10	Io Group, Inc.	<i>Road to Redneck Hollow</i>	PA 1-379-760
11	Io Group, Inc.	<i>SeaMen: FAIV</i>	PA 1-065-767
12	Io Group, Inc.	<i>Service Trade</i>	PA 1-206-361
13	Io Group, Inc.	<i>Shacked Up</i>	PA 1-590-175
14	Io Group, Inc.	<i>Shooters</i>	PA 1-315-905
15	Io Group, Inc.	<i>Side Effects</i>	PA 1-323-678
16	Io Group, Inc.	<i>Spy Quest</i>	PA 1-292-233
17	Io Group, Inc.	<i>Spy Quest 2</i>	PA 1-319-578
18	Io Group, Inc.	<i>Stud Farm</i>	PA 1-246-824
19	Io Group, Inc.	<i>Tag Team</i>	PA 992-998
20	Io Group, Inc.	<i>Telescope</i>	PA 1-631-963
21	Io Group, Inc.	<i>Tough Guys</i>	PA 1-316-771
22	Io Group, Inc.	<i>Trespass</i>	PA 846-727
23	Io Group, Inc.	<i>White Trash</i>	PA 1-230-104
24	Channel One Releasing, Inc.	<i>2nd Inning: Little Big league 2</i>	PENDING
25	Channel One Releasing, Inc.	<i>A Man's Tail</i>	PA 1-647-133
26	Channel One Releasing, Inc.	<i>A Tale of Two Brothers</i>	PA 843-966
27	Channel One Releasing, Inc.	<i>Asian Persuasion</i>	PENDING
28	Channel One Releasing, Inc.	<i>Ass Lick Alley</i>	PA 951-960
29	Channel One Releasing, Inc.	<i>Bad Boys Club</i>	PA 388-561
30	Channel One Releasing, Inc.	<i>Below the Rim</i>	PENDING
31	Channel One Releasing, Inc.	<i>Best Little Whorehouse In Tex- Ass</i>	PA 1-065-762
32	Channel One Releasing, Inc.	<i>Bi Back Mountain</i>	PENDING
33	Channel One Releasing, Inc.	<i>Big Guns</i>	PA 388-556
34	Channel One Releasing, Inc.	<i>Black Balled</i>	PA 811-136
35	Channel One Releasing, Inc.	<i>Black Cocks In White Jocks</i>	PENDING
36	Channel One Releasing, Inc.	<i>Blackballed 5 : Starfucker</i>	PA 1-647-114
37	Channel One Releasing, Inc.	<i>Blond Leading the Blond</i>	PENDING
38	Channel One Releasing, Inc.	<i>Bolt</i>	PA 1-647-132
39	Channel One Releasing, Inc.	<i>Boyland</i>	PA 1-205-982
40	Channel One Releasing, Inc.	<i>Boys Of San Francisco</i>	PA 336-601
41	Channel One Releasing, Inc.	<i>Bringing Out Brother</i>	PA 1-071-355

1	Channel One Releasing, Inc.	<i>Cockwatch</i>	PA 1-052-095
2	Channel One Releasing, Inc.	<i>Colton</i>	PA 1-119-427
3	Channel One Releasing, Inc.	<i>Conquered</i>	PA 846-726
4	Channel One Releasing, Inc.	<i>Deceived</i>	PA 1-646-790
5	Channel One Releasing, Inc.	<i>Delinquents</i>	PA 1-647-119
6	Channel One Releasing, Inc.	<i>Detention: Oral Exams 2</i>	PA 1-647-120
7	Channel One Releasing, Inc.	<i>Devil is a Bottom</i>	PA 1-003-041
8	Channel One Releasing, Inc.	<i>Dirk Yates Live</i>	PA 1-124-986
9	Channel One Releasing, Inc.	<i>Diving Lagoon</i>	PA 1-265-098
10	Channel One Releasing, Inc.	<i>Double Agent</i>	PA 1-335-730
11	Channel One Releasing, Inc.	<i>Double Czech</i>	PA 1-003-152
12	Channel One Releasing, Inc.	<i>Down Austin Lane</i>	PA 984-683
13	Channel One Releasing, Inc.	<i>Fly Bi Night</i>	PA 1-647-136
14	Channel One Releasing, Inc.	<i>Hardcore</i>	PA 871-458
15	Channel One Releasing, Inc.	<i>Hole Patrol</i>	PA 1-646-867
16	Channel One Releasing, Inc.	<i>Hot Body In Rio De Janeiro</i>	PA 1-086-248
17	Channel One Releasing, Inc.	<i>Hot Buttered Cop Porn</i>	PENDING
18	Channel One Releasing, Inc.	<i>How the West Was Hung</i>	PA 990-742
19	Channel One Releasing, Inc.	<i>Idol Thoughts</i>	PA 610-993
20	Channel One Releasing, Inc.	<i>in His Dreams</i>	PENDING
21	Channel One Releasing, Inc.	<i>Jarhead 2</i>	PA 1-646-858
22	Channel One Releasing, Inc.	<i>Knob Bobbin'</i>	PENDING
23	Channel One Releasing, Inc.	<i>Leather Sessions</i>	PENDING
24	Channel One Releasing, Inc.	<i>Leo and Lance</i>	PA0 1-97-074
25	Channel One Releasing, Inc.	<i>Lickity Split</i>	PA 1-071-353
26	Channel One Releasing, Inc.	<i>Lights and Darks</i>	PA 1-646-812
27	Channel One Releasing, Inc.	<i>Little Big League</i>	PA 1-647-138
28	Channel One Releasing, Inc.	<i>Live and Raw : The Movie</i>	PENDING
	Channel One Releasing, Inc.	<i>Lookin For Trouble</i>	PA 1-647-115
	Channel One Releasing, Inc.	<i>Manhandled: A Latino Gang- Bang</i>	PA 1-647-111
	Channel One Releasing, Inc.	<i>Measure Up</i>	PENDING
	Channel One Releasing, Inc.	<i>Meet Ray Harley</i>	PENDING
	Channel One Releasing, Inc.	<i>Mile Bi Club</i>	PA 1-071-356
	Channel One Releasing, Inc.	<i>My Overstuffed Jeans</i>	PENDING
	Channel One Releasing, Inc.	<i>No Folks @ Home</i>	PENDING
	Channel One Releasing, Inc.	<i>On Target</i>	PA 1-647-142
	Channel One Releasing, Inc.	<i>Oral Exams</i>	PA 1-647-122
	Channel One Releasing, Inc.	<i>Pillage and Plunder : The Movie</i>	PENDING
	Channel One Releasing, Inc.	<i>Pizza Boy</i>	PA 409-122
	Channel One Releasing, Inc.	<i>Playing With Fire</i>	PA 811-127
	Channel One Releasing, Inc.	<i>Playing With Fire 2</i>	PA 1-003-129



1	Channel One Releasing, Inc.	<i>Playing With Fire 3</i>	PA 1-145-517
2	Channel One Releasing, Inc.	<i>Pornstruck</i>	PA 1-065-764
	Channel One Releasing, Inc.	<i>Pornstruck 2</i>	PA 1-071-357
3	Channel One Releasing, Inc.	<i>Powertool</i>	PA 388-555
4	Channel One Releasing, Inc.	<i>Restless Youths</i>	PENDING
	Channel One Releasing, Inc.	<i>Revolucion Sexual</i>	PA 1-247-317
5	Channel One Releasing, Inc.	<i>Sailor In the Wild</i>	PA0 1-95-102
6	Channel One Releasing, Inc.	<i>Sailor In the Wild 2</i>	PA 618-540
	Channel One Releasing, Inc.	<i>Scorched</i>	PENDING
7	Channel One Releasing, Inc.	<i>Score</i>	PENDING
8	Channel One Releasing, Inc.	<i>Seven Deadly Sins: Lust</i>	PA 1-013-889
	Channel One Releasing, Inc.	<i>Seven Deadly Sins: Sloth</i>	PA 1-065-771
9	Channel One Releasing, Inc.	<i>Sins Of the Father</i>	PA 1-139-345
10	Channel One Releasing, Inc.	<i>Sized Up</i>	PA 1-646-818
	Channel One Releasing, Inc.	<i>Spiked</i>	PA 917-901
11	Channel One Releasing, Inc.	<i>Starting Young</i>	PENDING
12	Channel One Releasing, Inc.	<i>Starting Young 2</i>	PENDING
	Channel One Releasing, Inc.	<i>Steele Ranger</i>	PENDING
13	Channel One Releasing, Inc.	<i>Str8 shots</i>	PENDING
14	Channel One Releasing, Inc.	<i>Str8 shots 2</i>	PA 1-646-822
	Channel One Releasing, Inc.	<i>Striptease</i>	PA 840-828
15	Channel One Releasing, Inc.	<i>Sunsoaked</i>	PENDING
16	Channel One Releasing, Inc.	<i>Sweltering Lake</i>	PENDING
17	Channel One Releasing, Inc.	<i>Take One For The Team</i>	PENDING
	Channel One Releasing, Inc.	<i>Tales From The Foxhole</i>	PA 948-441
18	Channel One Releasing, Inc.	<i>The Best of Leo Ford</i>	PENDING
19	Channel One Releasing, Inc.	<i>The Final Link</i>	PA 964-889
	Channel One Releasing, Inc.	<i>The Look</i>	PA 618-541
20	Channel One Releasing, Inc.	<i>The Missing Link</i>	PA 1-013-881
21	Channel One Releasing, Inc.	<i>Tune Up</i>	PA 1-647-116
	Channel One Releasing, Inc.	<i>Untamed</i>	PA 1-646-881
22	Channel One Releasing, Inc.	<i>When Bears Attack</i>	PA 1-646-793
23	Channel One Releasing, Inc.	<i>when In Rome</i>	PA 1-647-141
	Channel One Releasing, Inc.	<i>Wicked</i>	PA 1-646-859
24	Channel One Releasing, Inc.	<i>Wrong Side of the Tracks Pt 1</i>	PA 1-646-864
25	Liberty Media Holdings, LLC	<i>Alex's First Time</i>	PA 1-615-210
26	Liberty Media Holdings, LLC	<i>Austin's First Time</i>	PA 1-610-991
	Liberty Media Holdings, LLC	<i>Ben &amp; TJ's Bi Tag Team</i>	PA 1-610-991
27	Liberty Media Holdings, LLC	<i>Blowing Alex</i>	PENDING
	Liberty Media Holdings, LLC	<i>Blowing Austin</i>	PENDING
28	Liberty Media Holdings, LLC	<i>Blowing Gabe</i>	PA 1-617-822



1	Liberty Media Holdings, LLC	<i>Cade Fucks Dawson</i>	PA 1-635-350
2	Liberty Media Holdings, LLC	<i>Cade Fucks Lucas</i>	PA 1-613-513
	Liberty Media Holdings, LLC	<i>Cade Fucks Mason</i>	PA 1-644-568
3	Liberty Media Holdings, LLC	<i>Cade Fucks Mitch</i>	PA 1-628-860
4	Liberty Media Holdings, LLC	<i>Cody Fucks Lucas</i>	PA 1-645-300
	Liberty Media Holdings, LLC	<i>Connor &amp; Brody Teasing Ashley</i>	PENDING
5	Liberty Media Holdings, LLC	<i>Connor &amp; Kenny's Bi Tag Team</i>	PA 1-649-736
6	Liberty Media Holdings, LLC	<i>Connor Fucks Noah</i>	PA 1-622-273
	Liberty Media Holdings, LLC	<i>Cooper Fucks Derek</i>	PA 1-623-603
7	Liberty Media Holdings, LLC	<i>Cory Fucks Kurt</i>	PA 1-633-684
8	Liberty Media Holdings, LLC	<i>Damon &amp; Dirk Fuck Jude</i>	PENDING
	Liberty Media Holdings, LLC	<i>Dawson</i>	PA 1-635-622
9	Liberty Media Holdings, LLC	<i>Dawson &amp; Dolph</i>	PA 1-655-839
10	Liberty Media Holdings, LLC	<i>Dawson Fucks Cody</i>	PA 1-637-314
	Liberty Media Holdings, LLC	<i>Derek Fucks Jared</i>	PA 1-619-803
11	Liberty Media Holdings, LLC	<i>Dru Fucks Josh Part 2</i>	PENDING
12	Liberty Media Holdings, LLC	<i>Fucking Brett</i>	PA 1-633-560
	Liberty Media Holdings, LLC	<i>Fucking Bryan</i>	PA 1-648-707
13	Liberty Media Holdings, LLC	<i>Fucking Nick</i>	PA 1-622-290
14	Liberty Media Holdings, LLC	<i>Fucking Sam</i>	PENDING
	Liberty Media Holdings, LLC	<i>Fucking Travis</i>	PA 1-632-686
15	Liberty Media Holdings, LLC	<i>Gabe 2</i>	PA 1-645-341
16	Liberty Media Holdings, LLC	<i>Gabe Fucks Trevor</i>	PA 1-617-231
17	Liberty Media Holdings, LLC	<i>Gabe's 3 Way</i>	PA 1-616-432
	Liberty Media Holdings, LLC	<i>Garrett</i>	PENDING
18	Liberty Media Holdings, LLC	<i>Josh's First Time</i>	PA 1-624-404
19	Liberty Media Holdings, LLC	<i>Kyle Fucks Marcus</i>	PA 1-630-768
	Liberty Media Holdings, LLC	<i>Lucas &amp; Dave Fuck Nick</i>	PA 1-620-258
20	Liberty Media Holdings, LLC	<i>Lucas Fucks Adrian</i>	PA 1-625-856
21	Liberty Media Holdings, LLC	<i>Lucas Fucks Dave</i>	PENDING
	Liberty Media Holdings, LLC	<i>Lucas Fucks Dawson Part 2</i>	PA 1-633-956
22	Liberty Media Holdings, LLC	<i>Micah Fucks Mario</i>	PENDING
23	Liberty Media Holdings, LLC	<i>The Gang Bang</i>	PA 1-624-403
24	Liberty Media Holdings, LLC	<i>Troy's First Time</i>	PA 1-633-417
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CERTIFICATION OF INTERESTED PERSONS

Pursuant to Civil L.R. 3-16, the undersigned certifies that the following listed persons (i) have a financial interest in the subject matter in controversy or in a party to the proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be substantially affected by the outcome of this proceeding:

- Io Group, Inc.
- Channel One Releasing, Inc.
- Liberty Media Holdings, LLC

Dated: *3.26.2010*

Respectfully submitted,



GILL SPERLEIN  
THE LAW OFFICE OF GILL SPERLEIN  
Attorneys for Plaintiffs.