

1 STEVEN A. GIBSON, ESQ.
Nevada Bar No. 6656
sgibson@righthaven.com

2 JODI DONETTA LOWRY, ESQ.
Nevada Bar No. 7798
jlowry@righthaven.com

3 J. CHARLES COONS, ESQ.
4 Nevada Bar No. 10553
jcoons@righthaven.com
5 Righthaven LLC
9960 West Cheyenne Avenue, Suite 210
6 Las Vegas, Nevada 89129-7701
Attorneys for Plaintiff

7
8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF NEVADA**

10
11 RIGHTHAVEN LLC, a Nevada limited-
liability company,

12
13 Plaintiff,

14 v.

15
16 MAJORWAGER.COM, INC., an Ontario,
Canada corporation,

17
18 Defendant.

Case No.: 2:10-cv-0484

19
20 **COMPLAINT AND DEMAND FOR JURY TRIAL**

21 Righthaven LLC (“Righthaven”) complains as follows against MajorWager.com, Inc.
22 (“MajorWager”), on information and belief:

23
24 **NATURE OF ACTION**

25 1. This is an action for copyright infringement pursuant to 17 U.S.C. §501.
26
27
28

PARTIES

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2 2. Righthaven is, and has been at all times relevant to this lawsuit, a Nevada limited-
3 liability company with its principal place of business in Nevada.

4 3. Righthaven is, and has been at all times relevant to this lawsuit, in good standing
5 with the Secretary of State of Nevada.

6 4. MajorWager is, and has been at all times relevant to this lawsuit, an Ontario,
7 Canada corporation with its principal place of business in Ontario, Canada.

8
9 **JURISDICTION**

10 5. This Court has original subject matter jurisdiction over this copyright
11 infringement action pursuant to 28 U.S.C. §1331 and 28 U.S.C. §1338(a).

12 6. This Court has original subject matter jurisdiction over this action pursuant to 28
13 U.S.C. §1332(a)(1) and §1332(c) because this is a civil action between parties with complete
14 diversity of citizenship and the amount in controversy, exclusive of interest and costs, exceeds
15 \$75,000.00.

16 7. MajorWager purposefully directs activities at Nevada residents, which activities
17 have resulted in the copyright infringement alleged herein.

18 8. MajorWager purposefully directs and effectuates the unauthorized reproduction of
19 Righthaven-owned copyrighted works at www.majorwager.com (“MajorWager’s Website”).

20 9. MajorWager’s unauthorized reproduction of Righthaven-owned copyrighted
21 works found on MajorWager’s Website is purposefully targeted to Nevada residents.

22 10. MajorWager copied, on an unauthorized basis, the literary work entitled “Books
23 waffle on Tiger, like the rest of us,” attached hereto as Exhibit 1 (the “Tiger Article”), from a
24 source emanating from Nevada.

25 11. MajorWager displayed and displays the Tiger Article on MajorWager’s Website.

26 12. MajorWager’s display of the Tiger Article was and is purposefully directed at
27 Nevada residents.

1 13. MajorWager copied, on an unauthorized basis, the literary work entitled “Free-
2 fallin’ Longhorns not worth backing,” attached hereto as Exhibit 2 (the “Longhorns Article”),
3 from a source emanating from Nevada.

4 14. MajorWager displayed and displays the Longhorns Article on MajorWager’s
5 Website.

6 15. MajorWager’s display of the Longhorns Article was and is purposefully directed
7 at Nevada residents.

8 16. MajorWager copied, on an unauthorized basis, the literary work entitled “Error-
9 prone Pryor not Buckeyes’ only problem,” attached hereto as Exhibit 3 (the “Pryor Article”),
10 from a source emanating from Nevada.

11 17. MajorWager displayed and displays the Pryor Article on MajorWager’s Website.

12 18. MajorWager’s display of the Pryor Article was and is purposefully directed at
13 Nevada residents.

14 19. MajorWager copied, on an unauthorized basis, the literary work entitled
15 “Oddsmakers wary of siding with favored Mountain West teams,” attached hereto as Exhibit 4
16 (the “Oddsmakers Article”), from a source emanating from Nevada.

17 20. MajorWager displayed and displays the Oddsmakers Article on MajorWager’s
18 Website.

19 21. MajorWager’s display of the Oddsmakers Article was and is purposefully directed
20 at Nevada residents.

21 22. MajorWager copied, on an unauthorized basis, the literary work entitled
22 “Mountain West Men’s Tournament capsules,” attached hereto as Exhibit 5 (the “Tournament
23 Article”), from a source emanating from Nevada.

24 23. MajorWager displayed and displays the Tournament Article on MajorWager’s
25 Website.

26 24. MajorWager’s display of the Tournament Article was and is purposefully directed
27 at Nevada residents.

1 25. MajorWager copied, on an unauthorized basis, the literary work entitled “While
2 fun to root for, Cinderellas not always smart bets,” attached hereto as Exhibit 6 (the “Cinderellas
3 Article”), from a source emanating from Nevada.

4 26. MajorWager displayed and displays the Cinderellas Article on MajorWager’s
5 Website.

6 27. MajorWager’s display of the Cinderellas Article was and is purposefully directed
7 at Nevada residents.

8 28. MajorWager copied, on an unauthorized basis, the literary work entitled “Smart
9 team, talent add up to smart play,” attached hereto as Exhibit 7 (the “Smart Team Article”), from
10 a source emanating from Nevada.

11 29. MajorWager displayed and displays the Smart Team Article on MajorWager’s
12 Website.

13 30. MajorWager’s display of the Smart Team Article was and is purposefully directed
14 at Nevada residents.

15 31. MajorWager copied, on an unauthorized basis, the literary work entitled “UNR’s
16 bowl stumble rewards smart money,” attached hereto as Exhibit 8 (the “Bowl Stumble Article”),
17 from a source emanating from Nevada.

18 32. MajorWager displayed and displays the Bowl Stumble Article on MajorWager’s
19 Website.

20 33. MajorWager’s display of the Bowl Stumble Article was and is purposefully
21 directed at Nevada residents.

22 34. MajorWager copied, on an unauthorized basis, the literary work entitled “Beware
23 of disinterested favorites in bowl season” attached hereto as Exhibit 9 (the “Disinterested
24 Favorites Article”), from a source emanating from Nevada.

25 35. MajorWager displayed and displays the Disinterested Favorites Article on
26 MajorWager’s Website.

27 36. MajorWager’s display of the Disinterested Favorites Article was and is
28 purposefully directed at Nevada residents.

1 37. MajorWager copied, on an unauthorized basis, the literary work entitled “Saints
2 good, lucky enough for 16-0 regular season,” attached hereto as Exhibit 10 (the “Saints Article”),
3 from a source emanating from Nevada.

4 38. MajorWager displayed and displays the Saints Article on MajorWager’s Website.

5 39. MajorWager’s display of the Saints Article was and is purposefully directed at
6 Nevada residents.

7 40. MajorWager copied, on an unauthorized basis, the literary work entitled “League
8 stance softened with London gambling,” attached hereto as Exhibit 11 (the “London Gambling
9 Article”), from a source emanating from Nevada.

10 41. MajorWager displayed and displays the London Gambling Article on
11 MajorWager’s Website.

12 42. MajorWager’s display of the London Gambling Article was and is purposefully
13 directed at Nevada residents.

14 43. MajorWager copied, on an unauthorized basis, the literary work entitled
15 “Contenders, pretenders becoming more evident,” attached hereto as Exhibit 12 (the “Contenders
16 Article”), from a source emanating from Nevada.

17 44. MajorWager displayed and displays the Contenders Article on MajorWager’s
18 Website.

19 45. MajorWager’s display of the Contenders Article was and is purposefully directed
20 at Nevada residents.

21 46. MajorWager copied, on an unauthorized basis, the literary work entitled
22 “Belichick might’ve been right,” attached hereto as Exhibit 13 (the “Belichick Article”) from a
23 source emanating from Nevada.

24 47. MajorWager displayed and displays the Belichick Article on MajorWager’s
25 Website.

26 48. MajorWager’s display of the Belichick Article was and is purposefully directed at
27 Nevada residents.

1 49. MajorWager's contacts with Nevada are continuous and systematic because
2 MajorWager continually publishes, on a near-daily basis, content emanating from Nevada,
3 originally published in daily newspapers published in Las Vegas.

4 50. MajorWager's contacts with Nevada are continuous and systematic because
5 MajorWager continually publishes, at least once per week, content reflecting current odds posted
6 by sports books operating in Nevada with respect to various sporting events.

7
8 **VENUE**

9 51. The United States District Court for the District of Nevada is an appropriate
10 venue, pursuant to 28 U.S.C. §1391(b)(2), because a substantial part of the events giving rise to
11 the claim for relief are situated in Nevada.

12 52. The United States District Court for the District of Nevada is an appropriate
13 venue, pursuant to 28 U.S.C. §1391(b)(3) and § 1400(a), because MajorWager may be found in
14 Nevada.

15 53. The United States District Court for the District of Nevada is an appropriate
16 venue, pursuant to 28 U.S.C. §1391(c), because a MajorWager is subject to personal jurisdiction
17 in Nevada.

18
19 **FACTS**

20 54. Righthaven is the copyright owner of the literary work entitled "March to book
21 begins" (the "Work"), the originally-published electronic version of which is attached hereto as
22 Exhibit 14.

23 55. The Work was originally published on March 18, 2010.

24 56. The Work constitutes copyrightable subject matter, pursuant to 17 U.S.C.
25 §102(a)(1).

26 57. On March 29, 2010, the United States Copyright Office (the "USCO") granted
27 Righthaven the registration to the Work, copyright registration number TX0007120559 (the
28

1 “Registration”) and attached hereto as Exhibit 15 is evidence of the Registration in the form of a
2 printout of the official USCO database record depicting the occurrence of the Registration.

3 58. MajorWager owns the domain name MajorWager.com (the “Domain”).

4 59. MajorWager is the registrant, administrator, and technical contact for
5 MajorWager’s Website.

6 60. No later than March 18, 2010, MajorWager reproduced an unauthorized copy of
7 the Work (the “Infringement”), attached hereto as Exhibit 16, on MajorWager’s Website.

8 61. MajorWager did not seek Righthaven’s permission, in any manner, to reproduce,
9 display, or otherwise exploit the Work.

10 62. Righthaven did not grant MajorWager permission, in any manner, to reproduce,
11 display, or otherwise exploit the Work.

12
13 **CLAIM FOR RELIEF: COPYRIGHT INFRINGEMENT**

14 63. Righthaven repeats and realleges the allegations set forth in Paragraphs 1 through
15 62 above.

16 64. Righthaven holds the exclusive right to reproduce the Work, pursuant to 17
17 U.S.C. §106(1).

18 65. Righthaven holds the exclusive right to prepare derivative works based upon the
19 Work, pursuant to 17 U.S.C. §106(2).

20 66. Righthaven holds the exclusive right to distribute copies of the Work, pursuant to
21 17 U.S.C. §106(3).

22 67. Righthaven holds the exclusive right to publicly display the Work, pursuant to 17
23 U.S.C. §106(5).

24 68. MajorWager reproduced the Work, in derogation of Righthaven’s exclusive rights
25 under 17 U.S.C. §106(1).

26 69. MajorWager created an unauthorized derivative of the Work, in derogation of
27 Righthaven’s exclusive rights under 17 U.S.C. §106(2).
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