

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

FILED
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2012 FEB 24 PM 12:36

Mr. Darrell James DeBrew,

Plaintiff,

U.S. DISTRICT COURT
SOUTHERN DIST. OHIO
2:12 cv 170

v.

Civ. No. _____
Request for Jury Trial

Vickie Stringer,
Manager of Triple Crown;

JUDGE WILSON

Triple Crown,
Publisher of Urban Fiction;

MAGISTRATE JUDGE KING

Amazon.com,
On-Line Bookseller;

Ingrams Content Group,
International Book Distributor; &

Baker & Taylor Inc.,
National Book Distributor.

Defendants.

Complaint for Copyright Infringement

- Request for Jury Trial -
Suit for Declaratory and
Injunctive Relief

Presented is a One Million Dollar (\$1,000,000) Copyright Infringement Action filed by Darrell James DeBrew, Plaintiff, appearing Pro-se. Plaintiff seeks Declaratory and Injunctive Relief and Impoundment of Infringing Articles via the Copyright Infringement Act (17 U.S.C. §§ 101, 106, 502, & 503) and Fed.R.Civ.P 65.

Plaintiff hereby respectfully requests this Honorable Court to construe this pleading and all other pleadings in a liberal manner, as plaintiff isn't an attorney. Haines v. Kerner, 404 U.S. 519, 520-521 (1972).

I. Preliminary Statement

1. Plaintiff, Darrell DeBrew (DeBrew), files this Copyright Infringement Action due to defendants' selling, or distributing, or printing, or advertising Plaintiff's copywritten works (Keisha and/or Stacy) after the publisher, Triple Crown, reverted all rights back to Plaintiff.

II. Parties

2. Plaintiff, Darrell James DeBrew, is the author and copyright holder to works/books titled Keisha and Stacy.

3. Defendant, Vickie Stringer, is the head corporate officer of Triple Crown Publications (Productions).

4. Defendant, Triple Crown Publications (Productions), is a publisher and original publisher of Keisha of Stacy.

5. Defendant, Amazon.com, sells books world-wide through its website and Kindle, a handheld device.

6. Defendant, Ingram Content Group, Inc., distributes books on an international basis.

7. Defendant, Baker & Taylor Inc., distributes books on a national basis.

III. Jurisdiction and Venue

8. This Honorable Court has jurisdiction to adjudicate this action under 28 U.S.C. §§ 1331 & 1338.

9. This Honorable Court has venue to adjudicate this action under 28 U.S.C. §§ 1400(a) & 1391 & the Long-Arm Statute of Ohio--Ohio Revised Code 2307.382.

IV. Proof of Copyright

10. Plaintiff's proof of Copyright Ownership for Stacy resides in the Copyright Office under Registration Numbers TX0006241612 (2005); TX0006703919 (2009); & Library of Congress Control Number 2005930555. (Exhibit (Exh.) 1-2 & 1-4).

11. Plaintiff's proof of Copyright ownership for Keisha is in the Copyright Office under Registration Numbers TX0006703854 (2009); TX0006340878 (2006) & Library of Congress Control Number 2005909345. (Exh. 1-1 & 1-3).

V. Facts

A. Triple Crown & Vickie Stringer

12. On January 17, 2005 Defendant Triple Crown and Plaintiff Darrell DeBrew consumated a publishing contract for a

book titled "Stacy" and an untitled book that would be "Keisha". (Exh. 2-1 to 2-3). Keisha and Stacy were assigned ISBN No.s: 0-9767894-3-4 & 0976789442, respectively. (Exh. 2-5 & 2-7).

13. Six years later, by letter dated January 20, 2011, Triple Crown informed DeBrew that Keisha and Stacy wouldn't be printed anymore. (Exh. 2-8).

14. By letter dated March 28, 2011, Triple Crown terminated the author/publisher relationship with a Reversion of Rights. "In succinct terms, this is a reversion of rights, wherein you will have full ownership rights to the original manuscripts submitted to Triple Crown Publications." (Exh. 2-10).

15. The Reversion of Rights letter was sent by Certified Mail and Return Receipt, addressed to Darrell DeBrew, Glen Allen, VA 23060. (Exh. 2-11).

16. Per letter dated March 31, 2011, through counsel, Triple Crown offered DeBrew a return of rights for Keisha and Stacy as consideration to discontinue an appeal and further litigation. (Exh. 2-13 & 2-14)

17. By letter dated July 13, 2011, DeBrew informed Triple Crown and its counsel (Ms. Julie K. Phillips Esq. & Mr.

Michael W. DeWitt, Esq.) that selling Keisha and Stacy on Amazon.com was an act of Copyright Infringement. DeBrew attached printouts from Amazon.com. (Exh. 2-16 to 2-18).

18. By letter dated August 18, 2011, Triple Crown claimed to be innocent: "Triple Crown Publications has no control over any unsold inventory the distributors may or may not have, and we have no control over their update process to remove your titles from their websites at this time." This letter was signed by Vickie Stringer. (Exh. 2-20).

19. By letter dated August 28, 2011 DeBrew, again, requested Triple Crown to delist Stacy and Keisha. DeBrew also informed that Triple Crown was forcing Amazon.com and others to commit Contributory and Vicarious Copyright Infringement, citing Fonovisa Inc. v. Cherry Auction Inc., 76 F.3d 259 (9th Cir. 1996), and suggesting attorney consultation. (Exh. 2-21).

20. By letter dated August 31, 2011, Triple Crown and Vickie Stringer reiterated the Reversion of Rights; "We have no business relationship with you."; and threatened to sue if DeBrew continued writing. This letter was signed by Vickie Stringer. (Exh. 2-22).

21. Defendants Triple Crown and Vickie Stringer are knowingly committing and having knowingly committed Copyright

Infringement by selling, advertising, distributing and allowing other entities to sell, distribute, and advertise Keisha and Stacy by Darrell DeBrew. (Exh. 2-23 & 2-24).

B. Amazon.com

22. By letter dated August 17, 2011, DeBrew informed Amazon.com that they were committing Copyright Infringement by sales of Stacy and Keisha by Darrell DeBrew after the date of March 28, 2011. DeBrew cited Fonovisa and requested that Amazon.com delist and discontinue selling Keisha and Stacy. DeBrew, also, provided Triple Crown's Reversion of Rights letter. (Exh. 3-1 to 3-3).

23. By letter dated September 1, 2011 Amazon.com informed DeBrew, through Ms. Anne Tarpey, they were in the process of removing the "buy button" for Keisha and Stacy; third-party sells, however, would still be available. (Exh. 3-4).

24. By letter dated September 11, 2011 DeBrew informed Amazon.com that full removal would be the only satisfying cure, cutting down the chance of mistakes. (Exh. 3-5).

25. By letter dated September 15, 2011 Amazon.com informed DeBrew that Keisha and Stacy would no longer be sold

directly: "As a result of our previous actions, Amazon.com does not offer the items for sale." They would only provide mechanisms for "third-party" sales. To support their position Amazon stated: "You have not alleged that any of the copies of your books sold by third parties using the Amazon.com website were illegally manufactured, re-copied, or otherwise unlawfully obtained when first transferred. Accordingly, we must decline your request." (Exh. 3-6).

26. By letter dated September 19, 2011, DeBrew informed Amazon.com of his allegations: "Consider it alleged. In the last six months all copies sold and manufactured are illegal. Without question some of those copies are being resold through your website." (Exh. 3-7).

27. In October of 2011 DeBrew purchased a new copy of Stacy (Amazon Order ID Number: 103-2121465-6129843) and a new copy of Keisha through Amazon's website. Attached is a bank statement for payment to Amazon.com for Stacy and Keisha. Also, there's a receipt for Stacy and a copy of the package for Keisha. (Exh. 3-9 to 3-12).

28. Defendant Amazon.com is knowingly committing and has knowingly committed Copyright Infringement by selling Keisha and Stacy by Darrell DeBrew after March 28, 2011, especially after being informed of such. (Exh. 3-13 & 3-14).

C. Ingram Distributors

29. By letter dated November 7, 2011, DeBrew informed Ingram Content Group that it was committing Copyright Infringement by distributing Stacy and Keisha by Darrell DeBrew, requesting delistment. (Exh. 4-1 & 4-2).

30. Defendant Ingram has committing Copyright Infringement. (Exh. 4-3 to 4-6).

D. Baker & Taylor

31. On December 7, 2011, by letter, DeBrew informed Baker & Taylor they were committing Copyright Infringement by sales of Stacy and Keisha by Darrell DeBrew after the date of March 28, 2011. DeBrew cited Fonovisa and requested that Baker & Taylor Inc. delist and discontinue selling Keisha and Stacy. DeBrew, also provided Triple Crown's Reversion of Rights letter. (Exh. 7-1 to 7-3).

32. Defendant Baker & Taylor is committing Copyright Infringement.

VII. Causes of Action

First Cause of Action

33. Defendant Vickie Stringer is willfully committing and has willfully committed Copyright Infringement by selling Keisha and Stacy by Darrell DeBrew after issuing a Reversion of Rights for said books.

Second Cause of Action

34. Defendant Amazon.com is willfully committing and has willfully committed Copyright Infringement by selling Keisha and Stacy by Darrell DeBrew before and after being informed by DeBrew that his rights had been reverted.

Third Cause of Action

35. Defendant Ingram Content Group is committing and has committed Copyright Infringement by selling Keisha and Stacy by Darrell DeBrew before and after being informed that rights had been reverted.

Fourth Cause of Action

36. Defendant Triple Crown Publications (Productions) is willfully committing and has willfully committed Copyright Infringement by selling, or distributing, or advertising Keisha and/or Stacy by Darrell DeBrew after the rights were reverted.

Fifth Cause of Action

37. Defendant Baker & Taylor is committing and has committed Copyright Infringement by selling Keisha and Stacy by

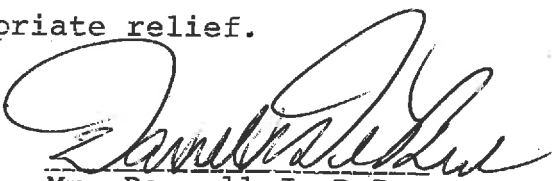
Darrell DeBrew before and after being informed that rights had been reverted.

VII. Relief

Wherefore, Plaintiff requests this Honorable Court to grant the following relief:

- A. Issue a Declaratory order that defendants have committed Copyright Infringement by selling, or distributing, or advertising, or printing, or copying Keisha and/or Stacy without authorization from the Copyright holder, Darrell J. DeBrew;
- B. Order a Preliminary Injunction;
- C. Seize all copies of Keisha and Stacy and all articles that support acts of Copyright Infringement;
- D. Order defendants to pay Compensatory Damages or Statutory Damages in the amount of 150,000 each;
- E. Order defendants to pay Attorney Fees and Litigation costs of 10,000;
- F. Order Defendants to pay punitive damages in the amount of \$100,000 each; &
- G. Grant all other appropriate relief.

2/14/12


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