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10 **UNITED STATES DISTRICT COURT**  
11 **CENTRAL JUDICIAL DISTRICT OF CALIFORNIA**

12 **CRAIG SCHMITMAN**, a natural  
13 person;

14 Plaintiff,

15 vs.

16 **YAHOO! COMMUNICATIONS USA,**  
17 **INC.**, a Delaware Corporation; **OATH,**  
18 **INC.**, a Delaware Corporation; **DOES**  
19 1-10, and each of them, inclusive,

20 Defendants.

) Case No.: 2:18-cv-3887

) **COMPLAINT FOR DAMAGES:**

- ) 1. COPYRIGHT INFRINGEMENT  
) 2. REMOVAL OR ALTERATION  
) OF COPYRIGHT  
) MANAGEMENT  
) INFORMATION (17 U.S.C  
) §1202 et seq)

) **JURY TRIAL DEMANDED**

21  
22 **COMES NOW, PLAINTIFF, CRAIG SCHMITMAN**, and hereby alleges  
23 and complains as follows:

24 **I. INTRODUCTION**

- 25  
26 1. This is an action for copyright infringement arising out of the knowing and willful  
27 actions of Defendants OATH, Inc., a Delaware Corporation doing business as Oath  
28

1 Brands, Inc (“OATH”); YAHOO! COMMUNICATIONS USA, INC., a Delaware  
2 Corporation with a nerve center in Sunnyvale, CA; and DOES 1-10; (collectively,  
3 “YAHOO.”) As alleged in greater detail below, Defendants YAHOO and OATH  
4 are a manager, owner, operator, executive, director, agent, or otherwise exerts  
5 control over or is controlled or directed by Defendant Does 1-10, that are alter egos  
6 and agents of one another and are inextricably intertwined, and that are, or have  
7 been, infringing Craig Schmitman’s (“SCHMITMAN”) original copyrighted  
8 photographic imagery, representing this stolen material as their own, using this  
9 material without compensation or licensing it from Plaintiff, and/or hosting  
10 infringements of SCHMITMAN’s copyrighted material on the Internet, on a  
11 website created by, and/or owned by and/or controlled by, Defendants.  
12  
13

- 14
- 15 2. Beginning on or about September 10, 2013, and continuing until on or about  
16 November 17, 2017, YAHOO, or a client or agent of YAHOO, downloaded and/or  
17 copied, in material part, or in whole, copyrighted material owned by  
18 SCHMITMAN, and placed it on YAHOO'S website, flickr.com, at various URL’s,  
19 including (but not limited to):  
20

21 [http://farm3.staticflickr.com/2807/coverphoto/101590938@N07\\_h.jpg](http://farm3.staticflickr.com/2807/coverphoto/101590938@N07_h.jpg)  
22 <https://www.flickr.com/people/101590938@N07/>  
23 <https://www.flickr.com/photos/101590938@N07/albums>  
24 <https://www.flickr.com/photos/101590938@N07/favorites>  
25 <https://www.flickr.com/photos/101590938@N07/galleries>  
26 <https://www.flickr.com/people/101590938@N07/groups/>

- 27 3. YAHOO, and/or clients and/or agents of YAHOO, intentionally removed and/or  
28 altered Schmitman's Copyright Management Information ("CMI") by, *inter alia*,

1 failing to reproduce the name of, and other identifying information about, the  
2 copyright owner of the work, including the information set forth in the notice of  
3 copyright which was published on Schmitman's website, and by failing to properly  
4 attribute copyright to SCHMITMAN, who at all relevant times owned, and owns,  
5 copyright to this image.  
6

7  
8 4. Further, YAHOO, and/or clients and/or agents of YAHOO, falsely and  
9 fraudulently asserted their own copyright in place of Schmitman.  
10

11 5. Defendants themselves, and each of them, knowingly and willfully committed  
12 copyright infringement. Because Defendants stole Plaintiff's original and  
13 copyrighted material, Plaintiff's business has suffered, and Plaintiff has been  
14 forced to bring this action.  
15

16  
17 6. On October 16, 2017, SCHMITMAN emailed a DMCA takedown request from  
18 the email address of ytaeropics@gmail.com to copyright@yahoo-inc.com (Ex. A).  
19

20  
21 7. This request was compliant with all of the notification requirements of 17 USC  
22 §512(c)(3)(A).  
23

24 8. YAHOO never responded.  
25  
26  
27  
28

1 9. Schmitman then sent a follow-up email, on October 18, 2017, inquiring as to the  
2 status of the takedown (Ex. B).

3  
4 10. Yahoo never responded.

5  
6  
7 11. Counsel for Schmitman sent a demand to Yahoo on November 16, 2017, addressed  
8 to Yahoo's designated agent for claims of copyright infringement (Ex. C). Access  
9 was finally disabled on November 17, 2017.

10  
11 12. On December 02, 2017, counsel for Schmitman emailed to the email address at  
12 copyrightagent@oath.com:

13  
14 *"May I respectfully suggest that you immediately have this file reviewed by*  
15 *counsel? Yahoo did not disable access to the infringing material during the safe*  
16 *harbor period, and is thus liable for the infringement.*

17 *My client's deadline remains active; he will open litigation in the District Court*  
18 *if this is not addressed promptly." (Ex. D)*

19 13. Yahoo never responded.

20  
21 14. Counsel for Schmitman sent another demand to Yahoo on February 02, 2018,  
22 addressed to Yahoo's designated agent for claims of copyright infringement,  
23 requesting a follow-up as to Schmitman's claims for Yahoo's failure to disable  
24 access to the infringed images (Ex. E).

25  
26  
27 15. Yahoo never responded.

1  
2 16. Yahoo did ultimately remove some of the offending material from Flickr.com,  
3 however, during the Safe Harbor period, Yahoo failed to disable access to the  
4 infringing items<sup>1</sup>, leaving Schmitman’s infringed images accessible directly,  
5 indexed by Google, thus remaining available for anyone on the internet to steal.  
6

7  
8 17. YAHOO is thus denied their “Safe Harbor”<sup>2</sup> protection.  
9

10 18. Plaintiff’s image was properly registered with the Copyright Office (Ex. F).  
11

## 12 **II. JURISDICTION AND VENUE**

### 13 **Jurisdiction**

14 19. This action arises under the Copyright Act, 17 U.S.C. § 101 et seq. This Court has  
15 jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331  
16 and 1338(a).  
17

### 18 **Venue**

19 20. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) and (c) and §  
20 1400(a), because Defendants conducted business in this District, and because  
21 Defendants purposely availed themselves of business opportunities in this District.  
22  
23  
24  
25  
26

27 <sup>1</sup> As required under 17 U.S.C. § 512(c)(A)(iii) & (c)(C)

28 <sup>2</sup> Otherwise afforded under 17 U.S.C. § 512(b).

1       **Personal Jurisdiction**

2 21. This Court has personal jurisdiction over Defendants because Defendants have  
3 purposefully availed themselves of the privilege of doing business in California  
4 and in the United States, and material elements of Defendants' wrongdoing  
5 occurred in California and caused injury to Plaintiff in California. In addition,  
6 Defendants generate revenue from California customers, and their wrongful  
7 activity was expressly aimed at California, Plaintiff suffered resulting harm in  
8 California, and Defendants knew the harm was likely to be suffered in California,  
9 including within this judicial district. In particular, Defendants knew, or should  
10 have known, that their conduct would cause injury to Plaintiff in California. In  
11 addition, Defendants have engaged in the following conduct, *inter alia*:  
12  
13

- 14  
15       a. Failing to disable access to infringing material upon proper notice.  
16

17                               **III.       THE PARTIES**

18 22. Plaintiff SCHMITMAN is, and at all relevant times mentioned herein was, a  
19 California-based aerial photographer, having his principal place of business within  
20 Ventura County, California. SCHMITMAN has created, published, and  
21 copyrighted hundreds of aerial photographs. SCHMITMAN also owns and  
22 operates the internet website located at aeronauticpictures.com, which domain  
23 name SCHMITMAN owns.  
24  
25  
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1 23. Defendant YAHOO! USA COMMUNICATIONS, INC. is, a corporation wholly  
2 owned by Defendant OATH INC., domiciled in Delaware, and operating from a  
3 headquarters nerve center in California.  
4

5  
6 24. Defendant OATH, INC. is a Delaware corporation registered as a foreign  
7 corporation with the California Secretary of State and doing business in California  
8 as Oath Brands, Inc., and is the owner of Defendant YAHOO! USA  
9 COMMUNICATIONS, INC.  
10

11 25. Defendants Does 1 through 10, inclusive, are individuals or entities that own and/or  
12 control the Defendants, or any of them, or that are owned and/or controlled by the  
13 Defendants, or any of them, and which either directly or indirectly profit from  
14 and/or directly or indirectly infringe or facilitate the infringement of  
15 SCHMITMAN's copyrights, and/or are acting in concert with or conspiring with  
16 the Defendants to engage in the unlawful activities described in this Complaint.  
17 Does 1 through 10, inclusive, are sued herein under fictitious names because their  
18 true names and capacities are unknown to SCHMITMAN. When SCHMITMAN  
19 ascertains the Doe Defendants' true names and capacities, SCHMITMAN will seek  
20 leave to amend this Complaint to insert such true names and capacities. Plaintiff is  
21 informed and believes, and based thereon alleges, that each Doe Defendant acted  
22 with the other Defendants and is responsible for the harm and damages to  
23 SCHMITMAN alleged herein. (YAHOO, any other defendants, and the Doe  
24  
25  
26  
27  
28

1 Defendants are referred to hereinafter collectively as "Defendants," and/or  
2 "YAHOO")  
3

4  
5 26. Plaintiff is informed and believes, and based thereon alleges, that each of the  
6 Defendants named herein is in some manner responsible for the acts alleged herein  
7 and that, at all times mentioned herein, each of the Defendants, including each and  
8 every fictitiously named Defendant, was the principal, agent, servant, employee,  
9 alter-ego, instrumentality, representative, co-venturer, and/or partner of each of the  
10 other said Defendants, and in doing the things herein alleged, was acting within the  
11 course, scope, purpose and knowledge of such agency, employment, alter-ego,  
12 instrumentality, representation, co-venture, and/or partnership, and/or for the  
13 benefit of each other Defendant, and with the knowledge, permission and consent  
14 or with the approval or ratification of each other Defendant, and, as such, share  
15 liability with each other with respect to the matters complained of herein.  
16

17  
18 27. Plaintiff is informed and believes, and based thereon alleges, that at all times  
19 relevant hereto, each of the Defendants, including each and every fictitiously  
20 named Defendant, conspired with, aided and abetted, and/or acted in concert with  
21 each and every other Defendant to harm, injure and damage SCHMITMAN as  
22 alleged herein and, in furtherance of the aforesaid conspiracy or other plan, each  
23 and every Defendant engaged in one or more of the overt acts hereinafter alleged.  
24  
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1 28. In particular, Defendants, and each of them, are inextricably intertwined alter-egos  
2 and agents of one another who share a unity of interest and ownership.

3  
4 29. During the relevant periods of infringement, the Infringing Website was hosted at  
5 Yahoo, on Flickr.com, which is a web-based picture management and sharing  
6 system, owned and operated by YAHOO, and which shares a DMCA agent with  
7 YAHOO (Ex. G)  
8

9  
10 **IV. SCHMITMAN'S BUSINESS AND COPYRIGHTED MATERIAL**  
11

12 30. SCHMITMAN's business consists of the design, creation, production, marketing,  
13 promotion, and sale of photographic images, taken from the air.  
14

15  
16 31. SCHMITMAN creates custom aerial imagery on assignment for clients.  
17 Additionally, he owns and operates the internet website aeronauticpictures.com,  
18 which offers his portfolio for viewing by prospective clients, as well as offering  
19 other aerial photographic imagery to be licensed for commercial and/or personal  
20 use. Consumers are provided access to content created and owned by  
21 SCHMITMAN and made available by payment of a licensing fee, which varies  
22 depending upon the intended usage of the final image.  
23

24  
25 32. SCHMITMAN derives his revenues from commissioned aerial photography  
26 assignments, as well as from sales of images on his website.  
27  
28

1  
2 33.SCHMITMAN owns a substantial amount of valuable and unique copyrighted  
3 material, which SCHMITMAN has developed based upon his years of professional  
4 experience as an aerial photographer.  
5

6  
7 34.SCHMITMAN owns the copyrights in and to these works (the "SCHMITMAN  
8 Copyrighted Works"). Although copyright exists in the moment of creation,  
9 SCHMITMAN has also applied for and/or received Certificates of Copyright  
10 Registration from the Register of Copyrights for the SCHMITMAN Copyrighted  
11 Works.  
12

13  
14 35.Under the Copyright Act, SCHMITMAN has the exclusive right, *inter alia*, to  
15 reproduce the SCHMITMAN Copyrighted Works, to distribute copies of the  
16 SCHMITMAN Copyrighted Works, to display copies of the SCHMITMAN  
17 Copyrighted Works, and to authorize or license any such activities.  
18

19  
20 36.SCHMITMAN has invested, and continues to invest, substantial sums of money,  
21 time, effort, and creative talent, to make and produce the SCHMITMAN  
22 Copyrighted Works.  
23

24 37.In addition, in order to produce and sell the SCHMITMAN Copyrighted Works,  
25 SCHMITMAN is required to make numerous payments, including, but not limited  
26 to, web hosting fees, legal costs, printing, and advertising and promotion costs.  
27  
28

1  
2 38. In short, SCHMITMAN's business and livelihood is based upon his unique aerial  
3 photography skills and experience, as well as the copyrighted images that he owns  
4 and to which he licenses access. Unfortunately, the theft of copyrighted material  
5 on the Internet has reached epidemic proportions.  
6

7  
8 **V. DEFENDANTS' BUSINESS AND INFRINGING CONDUCT**  
9

10 39. At all relevant times, SCHMITMAN was available for commissioned aerial  
11 photography assignments, as well as offering many images for sale on his website  
12 at aeronauticpictures.com, but the subject image was **not**, at any relevant time,  
13 available for license. It was merely on Plaintiff's website as a portfolio example,  
14 and was not made available for licensing until December 24, 2015.  
15

16  
17 40. Aaxis Commerce, a client of YAHOO, and a user of flickr.com, uploaded, hosted  
18 and provided the infringing images, on flickr.com, operated in, or available to,  
19 residents of California, which has infringed upon the SCHMITMAN Copyrighted  
20 Works (Ex. H).  
21

22  
23 41. Defendants used the worldwide web, including hubs located in California, to  
24 download SCHMITMAN'S copyrighted images, manipulate and/or delete  
25 copyright management information and/or fail to attribute SCHMITMAN'S  
26 copyright, and transmit the infringing SCHMITMAN materials to users in  
27  
28

1 California, including in this judicial district, who downloaded such materials onto  
2 their computers.

3  
4 42. Defendants ignored SCHMITMAN's properly noticed DMCA takedown notice,  
5 as well as multiple follow-up emails by Schmitman, and by Schmitman's counsel.  
6

7  
8 43. Defendants failed to disable access to the infringing images, which remained live  
9 on the worldwide web for anyone to access.

10  
11 44. Defendants had actual knowledge that they were storing and displaying specific  
12 SCHMITMAN Copyrighted Works.  
13

14  
15 45. The works stored and displayed by the YAHOO defendants were identical  
16 reproductions of the SCHMITMAN copyrighted works.  
17

18 46. SCHMITMAN is an expert in the aerial photography, aviation, space and defense  
19 fields, having been retained as an expert for numerous television programs.  
20

21  
22 47. Defendants, and each of them, have ridden on and exploited SCHMITMAN's  
23 coattails and hard-earned credibility for their own pecuniary gain, all to the  
24 detriment of SCHMITMAN.  
25

26  
27 48. In every relevant action they took, Defendants acted with a consciousness of guilt.  
28

1  
2 49. Defendants' conduct has caused, and continues to cause, severe and irreparable  
3 harm to SCHMITMAN.  
4

5  
6 **COUNT I**

7 **COPYRIGHT INFRINGEMENT**

8 *(Against All Defendants)*

9  
10 50. Plaintiff incorporates and reallages by reference all of the above paragraphs of this  
11 Complaint as though fully stated herein.  
12

13 51. SCHMITMAN is the owner of all right, title, and interest to each of the  
14 SCHMITMAN Copyrighted Works.  
15

16 52. SCHMITMAN has registered his works, which are the subject of this Complaint,  
17 with the United States Copyright Office.  
18

19  
20 53. Each of the SCHMITMAN Copyrighted Works consists of material original to  
21 SCHMITMAN and each is copyrightable subject matter.  
22

23 54. Copyright protection is guaranteed once a work is created and exists in a fixed,  
24 tangible medium of expression<sup>3</sup>.  
25

26  
27 \_\_\_\_\_  
28 <sup>3</sup> 17 U.S.C. §104(b)(1), (b)(2).

1 55. Defendants have copied, reproduced, distributed, adapted, and/or publicly  
2 displayed the SCHMITMAN Copyrighted Works without the consent or authority  
3 of SCHMITMAN, thereby directly infringing SCHMITMAN's copyrights.  
4

5  
6 56. Defendants' conduct constitutes direct infringement of SCHMITMAN's  
7 copyrights and exclusive rights under copyright in the SCHMITMAN Copyrighted  
8 Works, in violation of the United States Copyright Act, 17 U.S.C. §§ 106 and 501.  
9

10 57. Defendants hosted and made the image available directly, to any visitor to  
11 defendant's server (including, but not limited to natural persons and/or automated  
12 systems) at the same dimensions as the image available on Schmitman's website,  
13 or even larger.  
14

15  
16 58. Schmitman's image on his website, where the image was stolen from, was at a  
17 resolution of 960 x 540 pixels. YAHOO enlarged the image to a resolution of 2048  
18 x 768 pixels, prior to infringing, intentionally omitting and/or hiding Schmitman's  
19 Copyright Management Information, and asserting their own copyright in place of  
20 Schmitman's.  
21

22  
23 59. Defendants have induced, caused, and/or materially contributed to unauthorized  
24 reproduction, adaptation, public display, and/or distribution of the SCHMITMAN  
25 Copyrighted Works by allowing the infringement of such works to occur on their  
26 servers.  
27  
28

1  
2 60. Defendants know, or have reason to know, that they hosted, created, or ratified  
3 websites which directly infringe SCHMITMAN's Copyrighted Works, because  
4 Defendants copied and published the SCHMITMAN Copyrighted Works on  
5 websites owned and/or controlled by them, and because Defendants received  
6 multiple notices from SCHMITMAN and SCHMITMAN's counsel to this effect.  
7

8  
9 61. Defendants have a DMCA designated agent<sup>4</sup> (Ex. I).  
10

11 62. SCHMITMAN, and SCHMITMAN's counsel, sent all notices to Defendant's  
12 DMCA designated agent.  
13

14  
15 63. Defendants' conduct constitutes infringement and contributory infringement of  
16 SCHMITMAN's copyrights and exclusive rights under copyright in the  
17 SCHMITMAN Copyrighted Works, in violation of the United States Copyright  
18 Act<sup>5</sup>.  
19

20  
21 64. The infringement of SCHMITMAN's rights in and to each of the SCHMITMAN  
22 Copyrighted Works constitutes a separate and distinct act of infringement.  
23  
24  
25  
26

27 <sup>4</sup> Pursuant to 17 U.S.C. § 512: Located at <https://cdn.loc.gov/copyright/onlinesp/agents/y/yahoo.pdf>

28 <sup>5</sup> 17 U.S.C. §§ 106 & 501

1 65. Defendants' infringement has been willful, intentional, purposeful, and in reckless  
2 disregard of, and with indifference to, SCHMITMAN'S intellectual property  
3 rights.

4  
5 66. As a direct and proximate result of the infringements by Defendants of Plaintiff's  
6 copyrights and exclusive rights under copyright in the SCHMITMAN Copyrighted  
7 Works, Plaintiff is entitled to his actual damages, and Defendants' profits, pursuant  
8 to 17 U.S.C. § 504(b).

9  
10 11 67. Alternatively, as a direct and proximate result of the infringements by Defendants  
12 of Plaintiff's copyrights and exclusive rights under copyright in the SCHMITMAN  
13 Copyrighted Works, Plaintiff is entitled to statutory damages, in an amount up to  
14 \$150,000, pursuant to 17 U.S.C. § 504(c).

15  
16 17 68. SCHMITMAN further is entitled to his attorneys' fees and costs pursuant to 17  
18 U.S.C. § 505.

19  
20 21 69. Defendants, and each of them conspired with each other, aided and abetted,  
22 conspired, worked with, and otherwise knowingly engaged in all of the above  
23 illegal acts.

24  
25 26 70. Defendants, and each of them, in committing the above acts and omissions, acted  
27 intentionally, maliciously, recklessly, and in conscious disregard of the rights of  
28



1 Plaintiff, all justifying an award of punitive damages in an amount to be adduced  
2 at the time of trial.

3  
4 **COUNT II**

5 **REMOVAL OR ALTERATION OF**  
6 **COPYRIGHT MANAGEMENT INFORMATION**  
7 **(17 U.S.C §1202)**  
8 ***(Against all Defendants)***

9  
10 71. Plaintiff incorporates and realleges by reference all of the above paragraphs of this  
11 Complaint as though fully stated herein.

12  
13 72. Plaintiff prominently lists his copyright ownership information on every page of  
14 his website which displays Plaintiff's images.

15  
16 73. Plaintiff also prominently included a watermark on this image.

17  
18 74. Defendants, and each of them, intentionally removed and/or altered Plaintiff's  
19 Copyright Management Information ("CMI"), including Plaintiff's Notice of  
20 Copyright, when Defendants republished and infringed on Plaintiff's copyright.  
21

22  
23 75. Defendants intentionally and willfully omitted Plaintiff's copyright attribution  
24 from Plaintiff's infringing publication, by enlarging, then cropping, Plaintiff's  
25 image on flickr.com in such a way that Plaintiff's copyright management  
26 information was cut off, depriving Plaintiff of public notice of Plaintiff's  
27  
28

1 intellectual property interest, and making it misleadingly appear that the infringed  
2 image was in the public domain, or not otherwise protected by Copyright law.

3  
4 76. Defendants, and each of them, failed to properly attribute Plaintiff's copyright  
5 anywhere in the copy surrounding the infringing image, or on the infringing page.  
6

7  
8 77. Furthering their misdeeds, Defendants, and/or their clients and/or agents, then  
9 willfully inserted their own copyright in place of Plaintiff's copyright information.  
10

11 78. Defendants, and each of them, committed these acts willfully, knowing, or having  
12 reasonable grounds to know, that doing so would induce, enable, facilitate, or  
13 conceal Defendants' infringement of Plaintiff's copyright rights.  
14

15  
16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff SCHMITMAN prays for judgment against Defendants, and  
18 each of them, jointly and severally, as follows:  
19

20  
21 **COUNT I**

22 **COPYRIGHT INFRINGEMENT**  
23 *(Against All Defendants)*

- 24 1. That Defendants be ordered to destroy all photographs, documents, media, files,  
25 and other items, electronic or otherwise, in their possession, custody, or control,  
26 that infringe the copyrights of SCHMITMAN.  
27  
28

- 1 2. That Defendants be ordered to cease hosting and/or operating websites that
- 2 infringe the copyrights of SCHMITMAN.
- 3 3. For punitive damages in an amount to be adduced at trial;
- 4 4. For Plaintiff's actual damages, and for disgorgement of all profits earned by any
- 5 means attributable to Defendant's infringement pursuant to 17 U.S.C. § 504(b),
- 6 in an amount to be proven at trial.
- 7
- 8 5. For statutory damages, in an amount up to \$150,000, pursuant to 17 U.S.C. §
- 9 504(c).
- 10 6. For SCHMITMAN's costs in this action, including reasonable attorneys' fees,
- 11 pursuant to 17 U.S.C. § 505;
- 12
- 13 7. For prejudgment interest according to law; and
- 14 8. For such other and further relief as this Court deems just and proper.
- 15

## 16 **COUNT II**

### 17 **COPYRIGHT MANAGEMENT INFORMATION**

18 *(Against All Defendants)*

- 19
- 20 1. That Defendants disgorge all profits from operation of their website;
- 21 2. For Plaintiff's actual damages, in an amount to be adduced at trial;
- 22 3. For Statutory damages pursuant to 17 U.S.C. §1203(c)(3)(B), in the amount of
- 23 \$25,000 per violation, multiplied by the six violations, totaling \$150,000;
- 24 4. For SCHMITMAN's costs in this action, including reasonable attorneys' fees;
- 25 5. For pre-judgment interest according to law; and
- 26 6. For such other and further relief as this Court deems just and proper.
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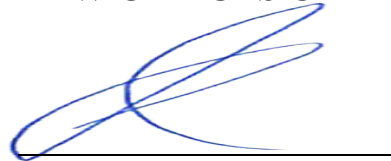
**PLAINTIFFS' DEMAND FOR JURY TRIAL**

PLAINTIFF is entitled to, and hereby demands, trial by jury.

Respectfully submitted,

Dated: May 04, 2018

**LAW OFFICES OF ERIC RIDLEY**



**ERIC D. RIDLEY**  
Attorney for Plaintiff,  
CRAIG SCHMITMAN