

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Mark Mahon
Mariners Rest,
Mariners View Avenue,
Passage West,
Cork,
Ireland
Tel: + 353 87 742 4444
Email: movieman1000@live.com

Pro Se

E-FILING

ADR

FILED
MAR 02 2020
SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE

Handwritten signature and initials

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Mark Mahon, an individual,

Plaintiff,

v.

YouTube LLC.; Google LLC, D/B/A
YouTube.; and DOES 1 - 12,

Defendants.

Case No. **20 01525**

COMPLAINT FOR:

SK

- 1. Copyright Infringement;
 - 2. Infringement of Right of the Author;
- DEMAND FOR JURY TRIAL**
Exhibits 1 - 44 (p. 22 – 198.)

1 Plaintiff, Mark Mahon, alleges as follows:

2
3 **JURISDICTION**

4 1. This is a civil action seeking damages for copyright infringement under the
5 Copyright Act of the United States, 17 U.S.C. § 101, *et seq.*

6 2. The Court has original subject matter jurisdiction over copyright claims pursuant
7 to 28 U.S.C. §§ 1331 and 1338(a).

8 3. This Court also has original subject matter jurisdiction over Plaintiff's claims
9 pursuant to 28 U.S.C. § 1332 under diversity of citizenship and pursuant to 28 U.S.C. § 1350 for
10 a violation of the 'Berne Convention for the Protection of Literary and Artistic Works' in
11 accordance with the "Berne Convention Implementation Act of 1988".

12 **VENUE**

13 4. This Court has personal jurisdiction over Defendants because, among other things,
14 Defendants are doing business in the State of California and in this judicial district, and acts of
15 infringement complained of herein occurred in the State of California.

16 5. Venue in this district is proper pursuant to 28 U.S.C § 1391 in that Defendants
17 reside in this judicial district or have substantial ties to this district. Defendants are also subject to
18 the court's jurisdiction with respect to this civil action under 28 U.S.C. § 1400 in that civil
19 actions, suits, or proceedings arising under any Act of Congress relating to copyrights may be
20 instituted in the district in which the defendant resides or may be found.

21 **THE PARTIES**

22 6. Plaintiff, Mark Mahon, ("Plaintiff") is an Irish Film and Television Academy
23 award nominated writer, producer and director based in Cork, Ireland, whose work and books
24 have been featured and sold throughout the world.

25 7. Defendant YouTube LLC. ("Defendant" or "YouTube") is, on information and
26 belief, an American video-sharing platform headquartered in San Bruno, California. YouTube
27 allows users to upload, view and share videos. It offers a wide variety of user-generated and
28

1 corporate media videos. Available content includes video clips, TV show clips, music videos,
2 short and documentary films, movie trailers, live streams, and other content such as video
3 blogging, short original videos, and educational videos. Most content on YouTube is uploaded by
4 individuals. The vast majority of its videos are free to view, but there are exceptions, including
5 subscription-based premium channels, film rentals, as well as YouTube Music and YouTube
6 Premium.

7 8. Defendant Google LLC, D/B/A YouTube (“Defendant” or “Google”) is, on
8 information and belief, the owner of YouTube as Google bought the site in November 2006 for
9 U.S.\$1.65 billion according to public record. YouTube now operates as one of Google’s
10 subsidiaries. Google is an American multinational technology company that specializes in
11 internet-related services and products, which include online advertising technologies, search
12 engine, cloud computing, software, and hardware. It is considered one of the Big Four technology
13 companies, alongside Amazon, Apple, and Facebook.

14 9. The true names and capacities of the defendants named herein as DOES 1 through
15 12, whether individual, corporate, associate, or otherwise, are unknown to Plaintiff, who therefore
16 sues said defendants by said fictitious names. Plaintiff is informed and believes, an thereon
17 alleges, that each of the defendants designated herein as DOE is legally responsible for the events
18 and happenings hereinafter alleged and legally caused injury and damages proximately thereby to
19 Plaintiff as alleged herein. Plaintiff will seek leave to amend the Complaint when the true names
20 and capacities of said DOE defendants have been ascertained. YouTube LLC., Google LLC,
21 D/B/A YouTube and DOES 1 through 12 are hereinafter collectively referred to as “Defendants.”

22 10. Plaintiff is informed, believes and has proof, and on that basis avers, that each of
23 the Defendants participated in or benefitted from and is in some manner responsible for the acts
24 described in this Complaint and any damages resulting therefrom.

25 11. Plaintiff is informed, believes and has proof, and on that basis avers, that each of
26 the Defendants and DOES 1 - 12 has acted in concert and participation with each other
27 concerning the claims in this Complaint.

28 12. Plaintiff is informed and believes, and on that basis alleges, that each of the

1 Defendants and DOES 1 - 12 was empowered to act as the agent, servant and/or employees of
2 each other, and that all the acts alleged to have been done by each of them were authorized,
3 approved and/or ratified by each of them.

4
5 **BACKGROUND AND FACTUAL ALLEGATIONS**

6 13. At all times relevant hereto, Plaintiff has been and still is the holder of the
7 Exclusive rights under the Copyright Act of 1976 (17 U.S.C. §§ 101 *et. seq.*, and all amendments
8 thereto) (the “Copyright Act”) to reproduce, copy, publicly perform, distribute, sell, display, or
9 license the reproduction, to make or reproduce derivative works, and/or display of his award-
10 winning motion picture, trailer and award-winning cover listed as Exhibit (“*Exh.*”) (*Exh.* 1, p. 23)
11 attached hereto, which is the subject of this action (referred to herein as “STRENGTH AND
12 HONOUR”) throughout the world.

13 14. Plaintiff is an entrepreneur who has used his experience, talent, and creativity
14 developed over years of hard work to pursue his goal of making motion pictures. Plaintiff, Mark
15 Mahon authored, wrote, produced, directed and financed his award-winning motion picture,
16 ‘STRENGTH AND HONOUR’ (the “Motion Picture”) starring Michael Madsen, Vinnie Jones
17 and Richard Chamberlain, by depleting his life savings and personally borrowing money from his
18 family and close friends. (*Exh.* 2, p. 25 - 26.)

19 15. The Motion Picture follows the struggle of a single father who has to break his
20 dying wife’s last wish to never box again in order to save his young son’s life; Plaintiff spent over
21 two years travelling around the world on the international film festival circuit with his main actors
22 to create a branding for the Motion Picture. (*Exh.* 3, p. 28 - 43.) It received two Irish Film and
23 Television Academy award nominations, was nominated for over thirty (32) awards around the
24 globe and won over twenty (20) awards in film festivals all over the world. (*Exh.* 1, p. 23.)
25 Plaintiff’s success created such strong word of mouth about the Motion Picture at the end of the
26 film festival campaigning, Plaintiff was hosted to a Royal screening by His Serene Highness,
27 Prince Albert, Sovereign Prince of Monaco at the Palace of Monaco (*Exh.* 4, p. 45 - 47), and
28 Plaintiff, Mark Mahon and the Motion Picture’s leading actor, Michael Madsen, were invited on

1 the TODAY show in New York to talk about ‘STRENGTH AND HONOUR’ by Meredith Vieira.
2 (*Exh. 5*, p. 49 - 50.)

3 16. Plaintiff is the registered author and Copyright owner of the screenplay having
4 registration no.TXul-289-556 at the United States Copyright Office (*Exh. 6*, p. 52) and the
5 registered author, writer, producer, feature director and owner of the exclusive rights of the
6 Motion Picture’s Copyright having registration no. PA 1-398-376 at the U.S. Copyright Office.
7 (*Exh. 2*, p. 25 - 26.)

8 17. Plaintiff assigned his rights in trust to ‘Maron Pictures Ltd., t/a Maron
9 Pictures Limited Liability Company and Maron Pictures’ (“Maron Pictures”) under an
10 ‘Agreement to Acquire Literary Material’ (*Exh. 7*, p. 54 - 68) and ‘Agreement to Acquire
11 Authorship Rights’ on September 25th, 2006. (*Exh. 8*, p. 70 - 80.) Both agreements, in
12 combination with each other, were to pay Plaintiff €300,000.00 (Three Hundred Thousand Euro)
13 no later than the 30th day of September, 2015, in order for his grant of rights to become
14 permanently assigned. In the event of non-payment, Plaintiff had the right to **revoke all rights**
15 granted to Maron Pictures. (*Exh. 7.*, p. 59 - 60 ; *Exh. 8.*, p. 73 - 74 ; *Exh. 9.*, p. 82 - 83.)

16 18. Further, Plaintiff **never** “waive[d] his benefit of any provision of law known as the
17 “droit moral” or moral rights or any similar law in any country of the world” (*Exh. 8*, p. 73) and
18 the only award-winning display cover/poster that was ever authorized by Plaintiff contains the
19 Motion Picture’s leading actor, Michael Madsen, in the main body of the poster, displayed awards
20 won from film festivals around the world, listed two Irish Film and Television Academy award
21 nominations and two quotes branding the Motion Picture as the award-winning motion picture it
22 is. (*Exh. 1*, p. 23.)

23 19. In or around April 2009, Maron Pictures then **only** assigned “the sole and
24 exclusive right, license and privilege to license to distribute” under a ‘Grant of Rights’ or the
25 distribution right pursuant to 17 U.S.C. § 106(3) to Mainsail LLC (“Mainsail”) for “the entire
26 world, excluding North America and Ireland” in accordance with 17 U.S.C. § 201(d). Mainsail
27 also does business under the banner of Shoreline Entertainment, Inc. However, Maron Pictures
28 never transferred its rights pursuant to 17 U.S.C. §§ 106 (1), 106 (2), 106(4), 106(5), 106(6) and

1 106A(a) to any individual, corporate, associate or otherwise. Further, 17 U.S.C. § 201(d)
2 TRANSFER OF OWNERSHIP states “(1) The ownership of a copyright may be transferred in
3 whole or in part by any means of conveyance or operation of law” and “(2) Any of the exclusive
4 rights comprised in a copyright, including any subdivision of any rights specified by section 106,
5 may be transferred as provided by clause (1) and owned separately. *The owner of any particular*
6 *exclusive right is entitled, to the extent of that right, to all of the protection and remedies*
7 *accorded to the copyright owner by this title.”* (emphasis added.) Plaintiff at the outset sent
8 Mainsail the key Art PSD file for the only authorized award-winning cover/poster to be displayed
9 publicly and 27 high resolution photographs as requested by them. (*Exh. 10*, p. 85 - 86.) Then, as
10 part of the Mainsail agreement, *Maron Pictures sent all the master elements for the Motion*
11 *Picture ‘STRENGTH AND HONOUR’ to Visual Data in Burbank, California* (*Exh. 11*, p. 88 -
12 92) including the only authorized trailer to be displayed publicly, as an award-winning motion
13 picture. (*Exh. 12*, p. 94.)

14 20. In or around January 2010, the Motion Picture was commercially released in
15 Ireland (*Exh. 13*, p. 96) and Europe with illicit covers and trailer, and not the cover or trailer
16 Plaintiff had provided to Mainsail in violation of his rights, 17 U.S.C. §§ 106(1), 106(2), 106(3),
17 106(5) , 106A(a) and 501. (*Exh. 14*, p. 98.) Plaintiff instructed Mainsail to “cease and desist”
18 from distributing ‘STRENGTH AND HONOUR’ and wanted all product removed from “any
19 place where the product’s images or trailers [wa]s listed for sale”. (*Exh. 15*, p. 100.) In a follow-
20 up email, Plaintiff instructed Mainsail that they “are in breach of [their] contract and the
21 contracts in place with [Plaintiff] and Michael Madsen [Motion Picture’s leading actor]. Remove
22 all product until the matter is resolved, as failure to do so will result in [Plaintiff] seeking
23 substantial damages and costs from [Mainsail] and E1.” (*Exh. 16*, p. 103.) Tom Jarvis of
24 Entertainment One (“eOne”) was also cc’ed during this correspondence. Mainsail was also
25 provided the entire cast and crew contracts in relation to the Motion Picture as part of their
26 delivery. (*Exh. 17*, p. 105.)

27 21. On February 9, 2010, Maron Pictures contacted Entertainment One directly as its
28 “cease and desist” instructions to Mainsail were ignored and spoke to Poonam Sahota,

1 Acquisitions Manager. It explained that the marketing and artwork was a clear violation of
2 Plaintiff's contract, the Motion Picture's leading actor, Michael Madsen's contract and asked
3 eOne to "cease and desist" with their release in Ireland and scheduled release in the United
4 Kingdom for February 22, 2010. Later that day, Poonam Sahota emailed Maron Pictures and
5 implied in her email that Maron Pictures was happy for them to proceed with the marketing and
6 artwork. (*Exh.* 18, p. 107.)

7 22. On February 12, 2010, Maron Pictures emailed Poonam Sahota of Entertainment
8 One and again relayed that it was "not happy about proceeding with the current marketing and
9 artwork." It further reiterated that it is "a clear breach of Mr. Madsen's and [Plaintiff's] contract".
10 (*Exh.* 19, p. 110 - 111.) Less than an hour later, Plaintiff emailed Entertainment One again and
11 stated "[Maron Pictures] would like to make it very clear, [Maron Pictures] never agreed on the
12 phone that [Maron Pictures] would allow initial stock to go out". Plaintiff continued, "[y]ou
13 suggested that it should go out and that we could change it on the next print run but [Plaintiff]
14 never agreed to it." (*Exh.* 20, p. 114.)

15 23. Later the same day, Poonam Sahota of Entertainment One emailed Maron Pictures
16 and stated that she "copied Sam [Eigen] who represents Mainsail, LLC, [eOne's] contractual
17 licensor." She further stated that "contractually our release as is, is above par and the contract
18 which we entered into with Mainsail authorizes us to go ahead with the release." She further
19 confirmed that "Sam [Eigen] has informed us further that the actor agreement with Michael
20 Madsen [leading actor] indicates that Michael Madsen is to receive second position billing." Of
21 course, this information that she relayed was factually incorrect, as Michael Madsen is the leading
22 actor of the Motion Picture and was to receive first position billing. It also should be noted that
23 not only did Mr. Madsen not receive his contractual first billing, but he did not even appear on the
24 cover. (*Exh.* 14, p. 98.) In response to Poonam Sahota, Maron Pictures pointed out there are "lots
25 of inaccuracies in [her] email on [Mainsail's] behalf, even [Mainsail's] quote about having all
26 control over the manner that it shall be sold and marketed," which referred to how it would be
27 marketed and sold to industry buyers as 1. Mainsail were never assigned Plaintiff's moral rights
28 by Maron Pictures under its 'Grant of Rights' which is very precise about the Rights that were

1 only assigned pursuant to 17 U.S.C. § 201(d), and 2. Plaintiff as the Author of the Motion Picture
2 did “not waive his benefits of any provision of law known as the “droit moral” or moral rights or
3 any similar law in any country of the world” to begin with, so it was not possible for Maron
4 Pictures to assign Rights it never had control of, nor were ever assigned. (*Exh. 8*, p. 73.) Maron
5 Pictures further made it clear that eOne were told a “bare face lie in relation to Mr. Madsen’s
6 contact” by Mainsail. Maron Pictures again asked for an opportunity to speak to her directly, and
7 assured her that “[i]f [Maron Pictures] can come to a meeting of minds with E1, then [Maron
8 Pictures] will do this, which is why [Maron Pictures] would [like] a brief opportunity to speak to
9 you.” (*Exh. 21*, p. 116.)

10 24. On February 14, 2010, with no response forthcoming from Entertainment One to
11 its request, Maron Pictures again asked Poonam Sahota of Entertainment One in a single line
12 email, “[c]an we schedule a call for maybe sometime tomorrow?” Ms. Sahota of Entertainment
13 One replied later that day stating “I met with Sam at Shoreline today and I think the best and
14 simplistic approach for us all is for our communications to go through them.” (*Exh. 22*, p. 119.)

15 25. On February 19, 2010, Plaintiff emailed Poonam Sahota of Entertainment One and
16 was looking to have five questions answered in relation to his copyright protected Motion Picture
17 (*Exh. 23*, p. 122), which was read but completely ignored. (*Exh. 24*, p. 125.)

18 26. Throughout 2010, Maron Pictures also made various requests for information from
19 Visual Data in Burbank, California but its requests were refused due to Visual Data’s contractual
20 arrangements with Mainsail. However, Maron Pictures were provided a ‘master’s report’ as a
21 professional courtesy of all the master elements for the Motion Picture and award-winning trailer
22 that Maron Pictures had supplied to Visual Data on October 15, 2010. (*Exh. 12*, p. 94 ; *Exh. 25*, p.
23 127 – 130.)

24 27. On December 17, 2010, Maron Pictures again contacted Entertainment One and
25 outlined that there is “a major dispute with Shoreline Entertainment.” Maron Pictures further
26 reiterated that Entertainment One “are aware of some of [the] complaints since the beginning of
27 the year, including the unauthorized covers and trailer which violates [Plaintiff’s] contracts,
28 amongst other things.” Maron Pictures also relayed that it “wanted to make [Entertainment One]

1 aware of the current situation, as a professional courtesy, since [Maron Pictures] have had no
2 accountability in any manner from [Mainsail/Shoreline Entertainment].” (*Exh. 26*, p. 132.) Again,
3 the email was read but was completely ignored. (*Exh. 27*, p. 135.)

4 28. Since 2010, the Motion Picture was licensed for use and commercially released in
5 over 41 countries, namely 1. Bahrain 2. Egypt 3. Iran 4. Iraq 5. Jordan 6. Kuwait 7. Lebanon 8.
6 Oman 9. Palestinian Territories 10. Qatar 11. Saudi Arabia 12. Syria 13. United Arab Emirates
7 14. Republic of Yemen 15. Algeria 16. Morocco 17. Tunisia 18. Libya 19. Mauritania 20. Sudan
8 21. Somalia 22. Malta 23. Ireland 24. United Kingdom 25. Romania 26. Thailand 27. Vietnam 28.
9 Australia 29. New Zealand 30. Russia 31. Turkey 32. Indonesia 33. Malaysia 34. Brunei 35.
10 Greece 36. Cyprus 37. Sweden 38. Denmark 39. Norway 40. Finland and 41. Iceland. It turned
11 millions of dollars globally and enjoyed success all over the world. However, Plaintiff was not
12 paid his consideration in accordance with his ‘Agreement to Acquire Literary Material’ and his
13 ‘Agreement to Acquire Authorship Rights’ because Maron Pictures was never paid one brown
14 cent or received a single royalty report from Mainsail LLC. Accordingly, on the *1st day of*
15 *October, 2015, Plaintiff sent a formal ‘Notice of Contract Revocation’ to Maron Pictures*
16 *revoking all rights* he had assigned to it as per clauses 5 and 4 of his Agreement, respectively.
17 (*Exh. 7.*, p. 59 - 60 ; *Exh. 8.*, p. 73 - 74 ; *Exh. 9.*, p. 82 - 83.) Further, under the ‘Assignment’
18 clauses 14 and 11 of his Agreement, respectively, it states “Purchaser may assign and transfer this
19 agreement or all or any part of its rights hereunder to any person, firm or corporation without
20 limitation, and *this Agreement shall be binding upon* and inure to the benefit of *the parties*
21 *hereto and their successors, representatives and assigns* forever.” (emphasis added.) (*Exh. 7*, p.
22 65 ; *Exh. 8*, p. 78.)

23 29. At a court hearing pursued by Maron Pictures in State court during June 2016, the
24 court found that Mainsail LLC “stopped all licensing activities when it received a “cease and
25 desist” letter from Maron Pictures on January [30], 2010.” (*Exh. 15*, p. 100.) Mainsail (who had
26 no rights relating to the Motion Picture other than those arising out of their agreement) also
27 testified that Maron Pictures never delivered the Motion Picture to them, which Maron Pictures
28 still disputes as (1) it was just not possible for Mainsail to get the masters or individual elements

1 for 'STRENGTH AND HONOUR' from anywhere else in the world, and (2) any derivative that
2 was unlawfully created could only be produced from the master elements that were provided by
3 Maron Pictures.

4 30. On December 1, 2016, Plaintiff met with a copyright solicitor on a personal basis,
5 Mark Stafford, partner of Lee & Thompson LLP in London, who had also been sent the 'Notice
6 of Contract Revocation' that Plaintiff had sent Maron Pictures on October 1, 2015, and sought
7 legal advice in relation to same. (*Exh.* 28, p. 138 - 140.)

8 31. On December 9, 2016, the court then granted Judgment in favor of Mainsail LLC,
9 Shoreline Entertainment, Inc., Sam Eigen and decreed that Maron Pictures would take nothing by
10 way of its complaint. (*Exh.* 30, p. 144 - 145.) In other words, the court ruled that the contract was
11 *not* enforceable and thus, Maron Pictures was not entitled to an accounting. However, since
12 Maron Pictures never delivered the Motion Picture as claimed by Defendants, i.e. Plaintiff's
13 personal property, Defendants had no legal right to use Plaintiff's property and had used it
14 without Maron Pictures consent before October 1, 2015 and used it without Plaintiff's consent
15 under the continuing violation doctrine.

16 32. Meanwhile, Plaintiff's Motion Picture still continued to be performed around the
17 world in 2016 contrary to Mainsail's testimony and "a "cease and desist" letter from Maron
18 Pictures on January [30], 2010", which was purportedly acted upon by Mainsail in 2010.
19 However, the Motion Picture was still being exploited in Ireland, the U.K. and Europe by
20 Defendants in violation of Plaintiff's copyright 17 U.S.C. §§ 106(1), 106(2), 106(3), 106(4),
21 106(5), 106(6), 501 and his moral rights contrary to 17 U.S.C §§ 106A(a), 501. (*Exh.* 29, p. 142.)
22 Plaintiff also made a commercial purchase from YouTube himself in 2016. (*Exh.* 31, p. 147 -
23 152.) Further, Defendants were still violating Plaintiff's copyright and his moral rights in 2019
24 (*Exh.* 32, p. 154 – 155) as is evidenced by a commercial purchase of same. (*Exh.* 33, p. 157 -
25 159.)

26 33. In or around early *December 2019, Plaintiff only got evidence for the first time*
27 *via an official confirmation from Visual Data that his copyright protected Motion Picture*
28 *masters had been unlawfully copied in the State of California at Visual Data contrary to 17*

1 U.S.C. §§ 106 (1), 106 (2), 106 (5), 106A(a), 501 without his consent (Exh. 34, p. 161 – 162 ;
2 Exh. 35, p. 164) and those illicit copies were acquired by numerous companies around the world,
3 including Defendants, who have been commercially exploiting Plaintiff’s copyright protected
4 Motion Picture under the continuing violation doctrine. (Exh. 36, p. 166 - 167.) However, since
5 these illicit copies were created in the State of California, then extraterritoriality copyright
6 infringement applies to every copy that stemmed from them, as the copyrighted Motion Picture
7 masters were ‘records’ from which the work could be ‘reproduced’, and it is a tort to make them
8 in the United States. Previous circuit court rulings have also found that the copyright holder may
9 recover damages that stem out of the country from a direct infringement of its exclusive rights
10 that occurs within the United States. (Exh. 2, p. 25 - 26.)

11 34. In or around December 12, 2019, Plaintiff then wrote to Defendants and informed
12 them that they had infringed his Copyright and that he is entitled to recover his actual damages
13 pursuant to Federal Copyright Law (17 U.S.C. § 504), which he required payment of. (Exh. 37, p.
14 169 - 181.) Plaintiff also attached a certified copy of his Certificate of Registration from the
15 United States Copyright Office, PA 1-398-376, certified by Comyn, Kelleher, Tobin Solicitors
16 and a letter from his Chartered Accountants and Registered Auditors, Moore, confirming his
17 actual costs/damages of \$8,753,310. (Exh. 38, p. 183.)

18 35. On January 2, 2020, YouTube Legal Support Team wrote to Plaintiff via email
19 stating “[i]f you believe you hold the copyright to the content in question, you may wish to file a
20 copyright complaint.” (Exh. 39, p. 185.) However, the link could not be accessed.

21 36. On January 8th, 2020, Simon Osborn, Head of Legal and Business Affairs for
22 Entertainment One wrote to Plaintiff and stated that “Entertainment One were granted all linear
23 distribution rights, which included ‘all means of download and streaming’, in this film by way of
24 an agreement with Mainsail LLC”. He also confirmed that they authorized giving it to “Google
25 and other digital platforms” and sought assurances that “no further action will be taken against
26 these platforms”. (Exh. 40, p. 187.)

27 37. On January 10th, 2020, Plaintiff wrote to Mr. Osborn and attached the
28 ‘Entertainment One Demand Letter’, which was issued to Entertainment One Ltd. via their Santa

1 Monica, California office, dated December 12th, 2019. Plaintiff also confirmed that copyright
2 infringements lawsuits were being drafted against several companies including Entertainment
3 One US LP for infringing his copyright. (*Exh. 41*, p. 189 - 191.)

4 38. On January 24, 2020, Plaintiff tried to access the link that the YouTube Legal
5 Support Team had provided him again, but it still could not be accessed. (*Exh. 42*, p. 193.)
6 Plaintiff then wrote back to the YouTube Legal Support Team and noted that he had not heard
7 back from them about his formal demand and asked for a direct contact in the YouTube legal
8 team, as he still needed to be compensated for YouTube violating his copyright. (*Exh. 43*, p. 195.)

9 39. On January 26, 2020, YouTube Legal Support Team wrote back to Plaintiff with
10 the exact same response that they had sent him via email on January 2, 2020. (*Exh. 44*, p. 197 – p.
11 198.)

12 **FIRST CLAIM FOR RELIEF**

13 **Copyright Infringement – 17 U.S.C. § 106, *et seq.***

14 **(Direct, Contributory Against All Defendants)**

15 40. Plaintiff repeats and re-alleges the averments contained in paragraphs 1 - 39 as
16 though fully set forth herein.

17 41. Plaintiff, Mark Mahon, is the sole owner of the copyright in an original work that
18 is fixed in a tangible media of expression. Effective on March 8, 2006, the United States
19 Copyright Office issued a copyright registration certificate for the original screenplay,
20 STRENGTH AND HONOR to Plaintiff. It was assigned number TXul-289-556 by the Copyright
21 Office. Effective on August 6, 2009, the United States Copyright Office issued a copyright
22 registration certificate for his Motion Picture, STRENGTH AND HONOUR, having registration
23 number PA 1-642-297. Effective on May 3, 2017, the United States Copyright Office issued a
24 supplementary copyright registration certificate for his motion picture, STRENGTH AND
25 HONOUR, to reflect that Plaintiff, Mark Mahon, is the registered author, writer, producer, feature
26 director and owner of exclusive rights of the Copyright having registration number PA 1-398-376
27 at the U.S. Copyright Office.

28 42. Upon information, belief, and proof of use, Defendants have produced,

1 reproduced, distributed, sold for profit and publicly performed Plaintiff's copyright protected
2 work and reproduced derivatives of Plaintiff's protected work that stemmed from the State of
3 California in violation of his exclusive rights, including the individual images of the Motion
4 Picture. Defendants' acts violate Plaintiff's exclusive rights under the Copyright Act, 17 U.S.C.
5 §§ 106 and 501, including Plaintiff's exclusive rights to produce, reproduce, distribute copies of
6 his work for their own profit, to make or reproduce derivative works, sell the copyrighted work
7 without Plaintiff's consent and to publicly display an illicit cover and trailer of his Motion
8 Picture.

9 43. Defendants' infringement has been undertaken with intent to financially gain from
10 Plaintiff's protected copyrighted work. Defendants have failed to exercise their right and ability
11 to supervise persons within their control to prevent infringement, and they did so with intent to
12 further their own financial interests with the infringement of Plaintiff, Mark Mahon's rights as
13 author, writer, producer, feature director and owner of exclusive rights of his Motion Picture,
14 'STRENGTH AND HONOUR'. Accordingly, Defendants have directly and contributorily
15 infringed Plaintiff's copyrighted work.

16 44. The above-described conduct by Defendants constitutes copyright infringement
17 under the Copyright Act.

18 45. As a result of the above-described conduct by Defendants, Plaintiff has been
19 damaged in an amount to be proven at trial and Plaintiff is entitled to his actual damages. Plaintiff
20 respectfully submits his actual damages are \$8,753,310 for his copyright infringed by Defendants.

21 46. Plaintiff is also entitled to recover from Defendants his costs and attorneys' fees
22 per copyright infringed for Defendants' copyright infringement.

23
24 **SECOND CLAIM FOR RELIEF**

25 **Infringement of Right of the Author – 17 U.S.C. § 106A(a).**

26 **(Direct, Contributory Against All Defendants)**

27 47. Plaintiff repeats and re-alleges the averments contained in paragraphs 1 - 46 as
28 though fully set forth herein.

1 48. Upon information, belief, proof of use, Defendants have produced, reproduced,
2 distributed, sold for profit and publicly displayed Plaintiff's copyright protected work with
3 unauthorized derivatives that stemmed from the State of California in violation of Plaintiff's
4 moral rights. Defendants' acts violate Plaintiff's rights to attribution and integrity as author of the
5 Motion Picture under the Copyright Act, 17 U.S.C. §§ 106A(a) and 501, which include Plaintiff's
6 exclusive rights "to prevent any intentional distortion, mutilation, or other modification of that
7 work which would be prejudicial to his or her honor or reputation," and/or Plaintiff's exclusive
8 rights that "prevent any destruction of a work of recognized stature, and any intentional or grossly
9 negligent destruction of that work is a violation of that right."

10 49. Defendants' infringement of Plaintiff's right of the author has been undertaken
11 with intent to financially gain from Plaintiff's protected copyrighted work. Defendants have failed
12 to exercise their right and ability to supervise persons within their control to prevent this
13 infringement, and they did so with intent to further their own financial interests with the
14 infringement of Plaintiff's moral rights as author of his award-winning Motion Picture,
15 'STRENGTH AND HONOUR'. Plaintiff never assigned his moral rights or right of the author to
16 any individual, corporate, associate or otherwise in any country of the world. Accordingly,
17 Defendants have directly and contributorily infringed the exclusive rights of the author, i.e.,
18 Plaintiff, Mark Mahon.

19 50. The above-described conduct by Defendants constitutes copyright infringement
20 under the Copyright Act.

21 51. As a result of the above-described infringing conduct by Defendants, Plaintiff has
22 been damaged in an amount to be proven at trial and Plaintiff is entitled to his actual damages.
23 Plaintiff submits that he has been damaged in an amount of \$8,753,310 which are the copyright
24 owner's actual damages for his copyright infringed by Defendants' copyright infringement.

25 52. Plaintiff is also entitled to recover from Defendants his costs and attorneys' fees
26 per copyright infringed for Defendants' copyright infringement.

27 53. Defendants' infringement for the second claim for relief has caused irreparable
28 harm to Plaintiff, Mark Mahon, for which he has no adequate remedy at law. Unless this Court

1 restrains Defendants from infringing Plaintiff's protected work and moral rights, the harm will
2 continue to occur in the future. Accordingly, Plaintiff is entitled to preliminary and permanent
3 injunction.

4
5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays for relief as follows:

7 54. For an Order that Defendants be required to pay over Plaintiff the actual damages
8 suffered by Plaintiff as a result of the infringement of Plaintiff's copyright, exclusive rights and/or
9 moral rights under infringement of right of the author and to pay such damages to Plaintiff as to
10 this Court shall appear just and proper within the provisions of the Copyright Act, as set forth in
11 17 U.S.C. § 504;

12 55. For an award of costs under 17 U.S.C. § 505 or as otherwise provided by law;

13 56. For an award of attorneys' fees pursuant to 17 U.S.C. § 505 as Plaintiff
14 will engage the services of counsel once the matter proceeds to trial.

15 57. For an award of pre-judgment interest and post-judgment interest in the maximum
16 amount permitted by law;

17 58. For such other and further relief as the Court deems just and proper.

18 Dated: February 27, 2020

Respectfully submitted,

19
20 By: 

21 Mark Mahon
22 Mariners Rest,
23 Mariners View Avenue,
24 Passage West,
25 Cork,
26 Ireland

Tel: + 353 87 742 4444

Email: movieman1000@live.com

27 *Pro Se*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff Mark Mahon hereby demands a trial by jury pursuant to Federal Rule of Civil Procedure 38 on all issues so triable.

Dated: February 27, 2020

Respectfully submitted,

By:  _____

Mark Mahon
Mariners Rest,
Mariners View Avenue,
Passage West,
Cork,
Ireland
Tel: + 353 87 742 4444
Email: movieman1000@live.com

Pro Se