

1 Paul A. Duffy (SBN 224159)
Prenda Law Inc.
2 161 N. Clark Street, Suite 3200
Chicago, IL 60601
3 Phone: 312-880-9160
Fax: 312-893-5677
4 E-mail: paduffy@wefightpiracy.com
Attorney for Plaintiff
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6

7 IN THE UNITED STATES DISTRICT COURT FOR THE
8 NORTHERN DISTRICT OF CALIFORNIA
9

10 AF HOLDINGS LLC,) No. 3:12-CV-02396-EMC
11)
12 Plaintiff,) NOTICE OF ALLEGATIONS
13 v.)
14 JOE NAVASCA)
15 Defendant.)

16 Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing
17 in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13*
18 *LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an
19 individual by the name of Alan Cooper alleged that his signature was forged on two separate
20 agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment
21 at issue in this matter. (*See*, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's
22 allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper
23 has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v.*
24 *Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).
25
26

27 Even if Mr. Cooper's allegations were true—and they are not—Plaintiff's assignments,
28 including the assignment at issue in the instant action, remain valid. The formal requirements of a

1 copyright assignment are “quite simple”: a *writing* signed by the *assignor*. 17 U.S.C. § 204; *Effects*
2 *Associates, Inc. v. Cohen*, 908 F.2d 555, 557 (9th Cir. 1990) (“The rule is really quite simple: If the
3 copyright holder agrees to transfer ownership to another party, that party must get the copyright
4 holder to sign a piece of paper saying so. It doesn't have to be the Magna Charta; a one-line pro
5 forma statement will do.”); *see also* Order, *AF Holdings LLC v. Does 1-96*, No. 11-cv-3335-JSC
6 (N.D. Cal. Nov. 22, 2011), ECF No. 29 at 5 n.1 (“The written copyright assignment recites that it is
7 between the original copyright owner, Heartbreaker Films, and Plaintiff here, AF Holdings, LLC. . .
8 . As the law requires only that the assignment be signed by the assignor and not the assignee, this
9 inconsistency does not prevent a prima facie showing of copyright ownership.”) (internal citations
10 omitted).

11
12 Mr. Cooper's allegations relate to the *assignee*, not the assignor. The assignment at issue in
13 this action satisfies the Copyright Act's formal requirements. It is a writing signed by the assignor.
14 Plaintiff's rights in the copyrighted work in this action were transferred when the assignor executed
15 the assignment.
16

17 Plaintiff is treating Mr. Cooper's allegations with utmost seriousness and is investigating
18 their substance. Because Mr. Cooper's allegations relate to the assignment agreement at issue in the
19 instant litigation, Plaintiff respectfully brings the matter to the Court's attention.
20

21
22 Respectfully submitted,

23 DATED: March 14, 2013

24 By: /s/ Paul Duffy
25 Paul Duffy (Bar No.224159)
26 Prenda Law Inc.
27 161 N. Clark St., Suite 3200
28 Chicago, IL 60601
Phone: 312-880-9160
Fax: 312-893-5677

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E-mail: paduffy@wefightpiracy.com
Attorney for Plaintiff

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on March 14, 2013, all individuals of record who are deemed to have consented to electronic service are being served a true and correct copy of the foregoing document, and all attachments and related documents, using the Court's ECF system, in compliance with Local Rule 5-6 and General Order 45.

/s/ Paul A. Duffy

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

AF HOLDINGS LLC,

Plaintiff,

v.

JOHN DOE,

Defendant.

CASE NO. 1:12-CV-01258

Judge: Hon. James E. Shadid

Magistrate Judge: Hon. John A. Gorman

NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13 LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (See, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v. Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

Even if Mr. Cooper's allegations were true—and they are not—Plaintiff's assignments, including the assignment at issue in the instant action, remain valid. The formal requirements of a copyright assignment are "quite simple": a *writing* signed by the *assignor*. 17 U.S.C. § 204; *Effects Associates, Inc. v. Cohen*, 908 F.2d 555, 557 (9th Cir. 1990) ("The rule is really quite

simple: If the copyright holder agrees to transfer ownership to another party, that party must get the copyright holder to sign a piece of paper saying so. It doesn't have to be the Magna Charta; a one-line pro forma statement will do.”); *see also* Order, *AF Holdings LLC v. Does 1-96*, No. 11-cv-3335-JSC (N.D. Cal. Nov. 22, 2011), ECF No. 29 at 5 n.1 (“The written copyright assignment recites that it is between the original copyright owner, Heartbreaker Films, and Plaintiff here, AF Holdings, LLC. . . . As the law requires only that the assignment be signed by the assignor and not the assignee, this inconsistency does not prevent a prima facie showing of copyright ownership.”) (internal citations omitted).

Mr. Cooper’s allegations relate to the *assignee*, not the assignor. The assignment at issue in this action satisfies the Copyright Act’s formal requirements. It is a writing signed by the assignor. Plaintiff’s rights in the copyrighted work in this action were transferred when the assignor executed the assignment.

Plaintiff is treating Mr. Cooper’s allegations with utmost seriousness and is investigating their substance. Because Mr. Cooper’s allegations relate to the assignment agreement at issue in the instant litigation, Plaintiff respectfully brings the matter to the Court’s attention.

Respectfully submitted,

DATED: March 14, 2013

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Prenda Law Inc.
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E-mail: paduffy@wefightpiracy.com
Attorney for Plaintiff

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/s/ Paul Duffy

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS (PEORIA)**

AF HOLDINGS LLC,

Plaintiff,

v.

JOHN DOE,

Defendant.

CASE NO. 1:12-CV-01398

Judge: Hon. James E. Shadid

Magistrate Judge: Hon. John A. Gorman

NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13 LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (See, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v. Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

Even if Mr. Cooper's allegations were true—and they are not—Plaintiff's assignments, including the assignment at issue in the instant action, remain valid. The formal requirements of a copyright assignment are “quite simple”: a *writing* signed by the *assignor*. 17 U.S.C. § 204; *Effects Associates, Inc. v. Cohen*, 908 F.2d 555, 557 (9th Cir. 1990) (“The rule is really quite

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/s/ Paul Duffy_____

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

AF HOLDINGS LLC,

Plaintiff,

v.

CARLOS MARTINEZ,

Defendant.

CASE NO. 1:12-cv-03567

Judge: Hon. Robert W. Gettleman

Magistrate Judge: Hon. Sheila M. Finnegan

NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13 LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (See, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v. Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

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Plaintiff is treating Mr. Cooper’s allegations with utmost seriousness and is investigating their substance. Because Mr. Cooper’s allegations relate to the assignment agreement at issue in the instant litigation, Plaintiff respectfully brings the matter to the Court’s attention.

Respectfully submitted,

DATED: March 14, 2013

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Fax: 312-893-5677
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Attorney for Plaintiff

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/s/ Paul Duffy

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

AF HOLDINGS LLC,

Plaintiff,

v.

RICHARD TURNER,

Defendant.

CASE NO. 1:12-CV-03568

Judge: Hon. Thomas M. Durkin

NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13 LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (See, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v. Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

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Respectfully submitted,

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Attorney for Plaintiff

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/s/ Paul Duffy

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

AF HOLDINGS LLC,

Plaintiff,

v.

MICHAEL FOOTE,

Defendant.

CASE NO. 1:12-CV-03570

Judge: Hon. Joan B. Gottschall

NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13 LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (*See*, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v. Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

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Attorney for Plaintiff

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/s/ Paul Duffy

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

AF HOLDINGS LLC,

Plaintiff,

v.

BOBBY RAMOS,

Defendant.

CASE NO. 1:12-CV-04232

Judge: Hon. Robert W. Gettleman

NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13 LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (See, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v. Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

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/s/ Paul Duffy_____

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

AF HOLDINGS LLC,

Plaintiff,

v.

KENNETH PAYNE,

Defendant.

CASE NO. 1:12-CV-04234

Judge: Hon. Gary Feinerman

NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13 LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (See, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v. Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

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Attorney for Plaintiff

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/s/ Paul Duffy_____

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

AF HOLDINGS LLC,

Plaintiff,

v.

DANIEL LEVINE,

Defendant.

CASE NO. 1:12-CV-04235

Judge: Hon. Matthew F. Kennelly

NOTICE OF ALLEGATIONS

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Plaintiff is treating Mr. Cooper’s allegations with utmost seriousness and is investigating their substance. Because Mr. Cooper’s allegations relate to the assignment agreement at issue in the instant litigation, Plaintiff respectfully brings the matter to the Court’s attention.

Respectfully submitted,

DATED: March 14, 2013

By: /s/ Paul Duffy
Paul Duffy (Bar No. 6210496)
Prenda Law Inc.
161 N. Clark St., Suite 3200
Chicago, IL 60601
Phone: 312-880-9160
Fax: 312-893-5677
E-mail: paduffy@wefightpiracy.com
Attorney for Plaintiff

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on March 14, 2013, all counsel of record who are deemed to have consented to electronic service are being served a true and correct copy of the foregoing document using the Court's CM/ECF system, in compliance with Local Rule 5.2(a).

/s/ Paul Duffy

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

AF HOLDINGS LLC,

Plaintiff,

v.

JOHN DOE,

Defendant.

CASE NO. 1:12-CV-04237

Judge: Hon. James B. Zagel

NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13 LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (See, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v. Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

Even if Mr. Cooper's allegations were true—and they are not—Plaintiff's assignments, including the assignment at issue in the instant action, remain valid. The formal requirements of a copyright assignment are "quite simple": a *writing* signed by the *assignor*. 17 U.S.C. § 204; *Effects Associates, Inc. v. Cohen*, 908 F.2d 555, 557 (9th Cir. 1990) ("The rule is really quite

simple: If the copyright holder agrees to transfer ownership to another party, that party must get the copyright holder to sign a piece of paper saying so. It doesn't have to be the Magna Charta; a one-line pro forma statement will do.”); *see also* Order, *AF Holdings LLC v. Does 1-96*, No. 11-cv-3335-JSC (N.D. Cal. Nov. 22, 2011), ECF No. 29 at 5 n.1 (“The written copyright assignment recites that it is between the original copyright owner, Heartbreaker Films, and Plaintiff here, AF Holdings, LLC. . . . As the law requires only that the assignment be signed by the assignor and not the assignee, this inconsistency does not prevent a prima facie showing of copyright ownership.”) (internal citations omitted).

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Respectfully submitted,

DATED: March 14, 2013

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Paul Duffy (Bar No. 6210496)
Prenda Law Inc.
161 N. Clark St., Suite 3200
Chicago, IL 60601
Phone: 312-880-9160
Fax: 312-893-5677
E-mail: paduffy@wefightpiracy.com
Attorney for Plaintiff

CERTIFICATE OF SERVICE

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/s/ Paul Duffy

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

AF HOLDINGS LLC,

Plaintiff,

v.

JOHN DOE,

Defendant.

CASE NO. 1:12-cv-04239

Judge: Hon. Matthew F. Kennelly

NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13 LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (See, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v. Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

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simple: If the copyright holder agrees to transfer ownership to another party, that party must get the copyright holder to sign a piece of paper saying so. It doesn't have to be the Magna Charta; a one-line pro forma statement will do.”); *see also* Order, *AF Holdings LLC v. Does 1-96*, No. 11-cv-3335-JSC (N.D. Cal. Nov. 22, 2011), ECF No. 29 at 5 n.1 (“The written copyright assignment recites that it is between the original copyright owner, Heartbreaker Films, and Plaintiff here, AF Holdings, LLC. . . . As the law requires only that the assignment be signed by the assignor and not the assignee, this inconsistency does not prevent a prima facie showing of copyright ownership.”) (internal citations omitted).

Mr. Cooper’s allegations relate to the *assignee*, not the assignor. The assignment at issue in this action satisfies the Copyright Act’s formal requirements. It is a writing signed by the assignor. Plaintiff’s rights in the copyrighted work in this action were transferred when the assignor executed the assignment.

Plaintiff is treating Mr. Cooper’s allegations with utmost seriousness and is investigating their substance. Because Mr. Cooper’s allegations relate to the assignment agreement at issue in the instant litigation, Plaintiff respectfully brings the matter to the Court’s attention.

Respectfully submitted,

DATED: March 14, 2013

By: /s/ Paul Duffy
Paul Duffy (Bar No. 6210496)
Prenda Law Inc.
161 N. Clark St., Suite 3200
Chicago, IL 60601
Phone: 312-880-9160
Fax: 312-893-5677
E-mail: paduffy@wefightpiracy.com
Attorney for Plaintiff

CERTIFICATE OF SERVICE

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/s/ Paul Duffy

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

AF HOLDINGS LLC,

Plaintiff,

v.

JOHN DOE,

Defendant.

CASE NO. 1:12-CV-04244

Judge: Hon. Milton I. Shadur

NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13 LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (See, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v. Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

Even if Mr. Cooper's allegations were true—and they are not—Plaintiff's assignments, including the assignment at issue in the instant action, remain valid. The formal requirements of a copyright assignment are "quite simple": a *writing* signed by the *assignor*. 17 U.S.C. § 204; *Effects Associates, Inc. v. Cohen*, 908 F.2d 555, 557 (9th Cir. 1990) ("The rule is really quite

simple: If the copyright holder agrees to transfer ownership to another party, that party must get the copyright holder to sign a piece of paper saying so. It doesn't have to be the Magna Charta; a one-line pro forma statement will do.”); *see also* Order, *AF Holdings LLC v. Does 1-96*, No. 11-cv-3335-JSC (N.D. Cal. Nov. 22, 2011), ECF No. 29 at 5 n.1 (“The written copyright assignment recites that it is between the original copyright owner, Heartbreaker Films, and Plaintiff here, AF Holdings, LLC. . . . As the law requires only that the assignment be signed by the assignor and not the assignee, this inconsistency does not prevent a prima facie showing of copyright ownership.”) (internal citations omitted).

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Plaintiff is treating Mr. Cooper’s allegations with utmost seriousness and is investigating their substance. Because Mr. Cooper’s allegations relate to the assignment agreement at issue in the instant litigation, Plaintiff respectfully brings the matter to the Court’s attention.

Respectfully submitted,

DATED: March 14, 2013

By: /s/ Paul Duffy
Paul Duffy (Bar No. 6210496)
Prenda Law Inc.
161 N. Clark St., Suite 3200
Chicago, IL 60601
Phone: 312-880-9160
Fax: 312-893-5677
E-mail: paduffy@wefightpiracy.com
Attorney for Plaintiff

CERTIFICATE OF SERVICE

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/s/ Paul Duffy

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

AF HOLDINGS LLC,

Plaintiff,

v.

JOHN MAHER,

Defendant.

CASE NO. 1:12-CV-05075

Judge: Hon. Edmond E. Chang

NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13 LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (See, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v. Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

Even if Mr. Cooper's allegations were true—and they are not—Plaintiff's assignments, including the assignment at issue in the instant action, remain valid. The formal requirements of a copyright assignment are "quite simple": a *writing* signed by the *assignor*. 17 U.S.C. § 204; *Effects Associates, Inc. v. Cohen*, 908 F.2d 555, 557 (9th Cir. 1990) ("The rule is really quite

simple: If the copyright holder agrees to transfer ownership to another party, that party must get the copyright holder to sign a piece of paper saying so. It doesn't have to be the Magna Charta; a one-line pro forma statement will do.”); *see also* Order, *AF Holdings LLC v. Does 1-96*, No. 11-cv-3335-JSC (N.D. Cal. Nov. 22, 2011), ECF No. 29 at 5 n.1 (“The written copyright assignment recites that it is between the original copyright owner, Heartbreaker Films, and Plaintiff here, AF Holdings, LLC. . . . As the law requires only that the assignment be signed by the assignor and not the assignee, this inconsistency does not prevent a prima facie showing of copyright ownership.”) (internal citations omitted).

Mr. Cooper’s allegations relate to the *assignee*, not the assignor. The assignment at issue in this action satisfies the Copyright Act’s formal requirements. It is a writing signed by the assignor. Plaintiff’s rights in the copyrighted work in this action were transferred when the assignor executed the assignment.

Plaintiff is treating Mr. Cooper’s allegations with utmost seriousness and is investigating their substance. Because Mr. Cooper’s allegations relate to the assignment agreement at issue in the instant litigation, Plaintiff respectfully brings the matter to the Court’s attention.

Respectfully submitted,

DATED: March 14, 2013

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Paul Duffy (Bar No. 6210496)
Prenda Law Inc.
161 N. Clark St., Suite 3200
Chicago, IL 60601
Phone: 312-880-9160
Fax: 312-893-5677
E-mail: paduffy@wefightpiracy.com
Attorney for Plaintiff

CERTIFICATE OF SERVICE

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/s/ Paul Duffy

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

AF HOLDINGS LLC,

Plaintiff,

v.

JOHN DOE,

Defendant.

CASE NO. 1:12-CV-05077

Judge: Hon. Joan H. Lefkow

Magistrate: Hon. Arlander Keys

NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13 LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (See, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v. Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

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Mr. Cooper’s allegations relate to the *assignee*, not the assignor. The assignment at issue in this action satisfies the Copyright Act’s formal requirements. It is a writing signed by the assignor. Plaintiff’s rights in the copyrighted work in this action were transferred when the assignor executed the assignment.

Plaintiff is treating Mr. Cooper’s allegations with utmost seriousness and is investigating their substance. Because Mr. Cooper’s allegations relate to the assignment agreement at issue in the instant litigation, Plaintiff respectfully brings the matter to the Court’s attention.

Respectfully submitted,

DATED: March 14, 2013

By: /s/ Paul Duffy
Paul Duffy (Bar No. 6210496)
Prenda Law Inc.
161 N. Clark St., Suite 3200
Chicago, IL 60601
Phone: 312-880-9160
Fax: 312-893-5677
E-mail: paduffy@wefightpiracy.com
Attorney for Plaintiff

CERTIFICATE OF SERVICE

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/s/ Paul Duffy

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

AF HOLDINGS LLC,

Plaintiff,

v.

JOHN DOE,

Defendant.

CASE NO. 1:12-CV-08030

Judge: Hon. John J. Tharp, Jr.

NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13 LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (See, ECF No. 1-2 at 2.) Plaintiff categorically denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v. Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

Even if Mr. Cooper's allegations were true—and they are not—Plaintiff's assignments, including the assignment at issue in the instant action, remain valid. The formal requirements of a copyright assignment are "quite simple": a *writing* signed by the *assignor*. 17 U.S.C. § 204; *Effects Associates, Inc. v. Cohen*, 908 F.2d 555, 557 (9th Cir. 1990) ("The rule is really quite

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Respectfully submitted,

DATED: March 14, 2013

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Paul Duffy (Bar No. 6210496)
Prenda Law Inc.
161 N. Clark St., Suite 3200
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Fax: 312-893-5677
E-mail: paduffy@wefightpiracy.com
Attorney for Plaintiff

CERTIFICATE OF SERVICE

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/s/ Paul Duffy

USCA Case #12-7135 Document #1425620 Filed: 03/15/2013 Page 1 of 4

No. 12-7135

**IN THE UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT**

AF HOLDINGS, LLC,

Plaintiff-Appellee,

v.

DOES 1 – 1,508,

Defendants,

and

COX COMMUNICATIONS, INC., et al.,

Appellants.

APPELLEE'S NOTICE OF ALLEGATIONS

Plaintiff hereby notifies the Court of allegations of forgery that were made during a hearing in a matter pending before the U.S. District Court for the Central District of California. *Ingenuity13 LLC v. John Doe*, No. 2:12-cv-08333-OWD-JC (C.D. Cal. Mar. 11, 2013). On March 11, 2013, an individual by the name of Alan Cooper alleged that his signature was forged on two separate agreements assigning the rights of various copyrighted works to Plaintiff, including the assignment at issue in this matter. (*See*, ECF No. 1-2 at 2.) Plaintiff categorically

USCA Case #12-7135 Document #1425620 Filed: 03/15/2013 Page 2 of 4

denies Mr. Cooper's allegations, which arise nearly two years after certain of the alleged conduct occurred. Mr. Cooper has a pecuniary interest in his allegations by virtue of a lawsuit he filed against Plaintiff. *Cooper v. Steele, et al.*, No. 27-CV-13-3463 (Minn. Dist. Ct., Hennepin Cty., 2013).

Even if Mr. Cooper's allegations were true—and they are not—Plaintiff's assignments, including the assignment at issue in the instant action, remain valid. The formal requirements of a copyright assignment are “quite simple”: a *writing* signed by the *assignor*. 17 U.S.C. § 204; *Effects Associates, Inc. v. Cohen*, 908 F.2d 555, 557 (9th Cir. 1990) (“The rule is really quite simple: If the copyright holder agrees to transfer ownership to another party, that party must get the copyright holder to sign a piece of paper saying so. It doesn't have to be the Magna Charta; a one-line pro forma statement will do.”); *see also* Order, *AF Holdings LLC v. Does 1-96*, No. 11-cv-3335-JSC (N.D. Cal. Nov. 22, 2011), ECF No. 29 at 5 n.1 (“The written copyright assignment recites that it is between the original copyright owner, Heartbreaker Films, and Plaintiff here, AF Holdings, LLC. . . . As the law requires only that the assignment be signed by the assignor and not the assignee, this inconsistency does not prevent a prima facie showing of copyright ownership.”) (internal citations omitted).

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USCA Case #12-7135

Document #1425620

Filed: 03/15/2013

Page 3 of 4

By: s/Paul A. Duffy
Paul A. Duffy
161 N. Clark St., Suite 3200
Chicago, IL 60601
Telephone: (312) 880-9160
Facsimile: (312) 893-5677
Attorney for the Appellee

USCA Case #12-7135

Document #1425620

Filed: 03/15/2013

Page 4 of 4

CERTIFICATE OF SERVICE

I certify that I electronically filed the foregoing with the Clerk of the Court for the United States Court of Appeals for the District of Columbia Circuit by using the appellate CM/ECF system on March 15, 2013.

s/ Paul A. Duffy
Paul A. Duffy