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Attorneys for Plaintiff Barry Rosen

2007 NOV 16 PM 1:51
CLERK U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES

FILED

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CV07-07531 GAF (EX)

Barry Rosen,
Plaintiff,
vs.
eBay, Inc., and Does 1 through 1000,
Defendants.

Case No.

Complaint for Damages for
Violation of Copyright

Demand for Jury Trial

Plaintiff Barry Rosen ("Plaintiff") alleges on information and belief:

JURISDICTION AND VENUE

1. **Jurisdiction.** This action arises under the Copyright Act, 17 U.S.C. § 101 *et seq.* This Court has original subject matter jurisdiction over all claims pursuant to 28 U.S.C. §§ 1331 and 1338(a).
2. **Venue.** Venue is proper in this Court pursuant to 28 U.S.C. § 1391 (b), ©), and § 1400(a).
3. **Personal Jurisdiction.** Personal jurisdiction is proper over the Defendants because they either reside in California or the wrongful activity at issue concerns Defendants' operation of commercial businesses through which Defendants knowingly transact business and enter into contracts with

Complaint

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individuals in California, including within the County of Los Angeles. Each of the Defendants, therefore, has purposefully availed itself of the privilege of doing business in California, and material elements of Defendants' wrongdoing occurred in this State.

4. Plaintiff is an individual who resides in Los Angeles, California. He is the copyright owner of hundreds of celebrity photographs.

5. Defendant eBay, Inc. is a Delaware public company with its principal place of business at 2005 Hamilton Avenue, Suite 350, San Jose, California, 95125. Since September 1995, eBay has been an internet auctioneer.

6. The Defendants designated herein as Does 1 through 10 are presently unknown to Plaintiff. The true names, identities and capacities, and the respective relationship of the Doe Defendants to the known Defendants are presently unknown to Plaintiff, who sues said Doe Defendants by such fictitious names. The Doe Defendants are believed to be individuals or entities who are involved in the acts set forth below, either as independent contractors, suppliers, agents, servants or employees of the known defendants, or through entering into a conspiracy and agreement with the known Defendants to perform these acts, for personal gain or in furtherance of his or her own financial advantage in violation of Plaintiff's rights. Plaintiff will request leave of Court to amend this Complaint to set forth their true names, identities and capacities upon ascertaining the same. The Doe Defendants and the known defendants are referred to hereinafter collectively as Defendants. .

7. Each of the Doe Defendants has been or is the principal, officer, director, agent, employee, representative, and/or co-conspirator of each of the other Defendants and in such capacity or capacities participated in the acts or conduct alleged herein and incurred liability therefor. Each of the Doe Defendants engaged in the acts alleged hereinafter with the knowledge,

Complaint

1 consent, authorization, ratification and approval of each other Defendant. In
2 taking the actions described below, Defendants acted for personal gain or in
3 furtherance of their own financial advantage.

4 **FIRST CLAIM FOR RELIEF**

5 **(Copyright Infringement – 17 U.S.C. § 101 et seq.**

6 **Against all Defendants)**

- 7 8. Plaintiff realleges and incorporates herein by reference each and every
8 allegation of paragraphs 1 through 7 as though fully set forth herein.
- 9 9. eBay operates the world's largest collection of online auction websites,
10 including eBay.com (United States), eBay.co.uk (United Kingdom), ebay.de
11 (Germany), eBay.com.au (Australia), eBay.fr (France) and many others.
12 These websites connect buyers and sellers of countless goods, ranging from
13 automobiles to knitting materials to software. Plaintiff believes that
14 potential sellers use eBay's web sites to place over one million new items
15 every day, and that, at any given time, there are over six million listings
16 posted on its sites.
- 17 10. eBay operates all of its websites off of the same network and system of
18 servers located in the United States, regardless of which country they are
19 servicing. Therefore, all items placed on any of its websites around the
20 world actually reside in the United States.
- 21 11. Potential buyers can search for items for auction by searching dozens of
22 categories of goods (*e.g.*, sports memorabilia, musical instruments, etc.), by
23 entering keywords (*e.g.*, "Anna Kounikova"), or by reviewing listings
24 offered by particular sellers.
- 25 12. eBay's web site stores and displays the information about each particular
26 item for sale, including a picture of the item, a written description of the
27 item, the opening bidding price, the latest bidding price, the length of the
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auction, and the location of the seller. In the course of displaying the items, eBay reproduces the images of the items for sale in digital form.

13. Buyers use eBay's service to competitively bid on the goods via auctions and/or able buy items instantly via "Buy It Now". At the end of the auction or after a purchase is made, the highest bidder is notified by eBay and eBay instructs the buyer to send payment to the seller. The seller sends the item to the buyer. The buyer and seller then give feedback ratings based on performance.
14. Buyers and sellers use a system akin to what users of CB radios do when they give themselves a handle that identifies themselves over the radio waves. Some eBay user ID's referenced in this case include "Besteyecandy" and "gazster" and "jazyjake." Buyers and sellers reveal their real identities to each other in private communications to complete sales transactions.
15. eBay earns an "insertion fee" for each listing and a "final value fee" based on a percentage of the highest bid amount at the end of the auction. Thus, eBay derives revenue from each individual sale.
16. eBay operates an image hosting service in order to host images that are used in eBay auctions and elsewhere on the internet. eBay charges fees for hosting images.
17. In addition to the auction service, eBay offers numerous ancillary programs designed to promote eBay's service, including PayPal, a payment service that withholds payments for sellers who fail to deliver goods as promised; an escrow services for large transactions; feedback ratings forums to discuss trading partners' reputations; a co-op advertising program; a dispute resolution program; and seller education, among others.
18. Plaintiff, a professional photographer, created photographs ("Plaintiff Copyrighted Works") of celebrities and models, including Anna Kournikova, Gena Lee Nolin, Lisa Boyle, Amy Weber, Daisy Fuentes, Ali

- 1 Landry, Sofia Vergara, Jeri Ryan, Alison Eastwood, and Charisma
2 Carpenter. Each of the Plaintiff Copyrighted Works consists of material
3 original with Plaintiff and each is copyrightable subject matter.
- 4 19. Plaintiff is the owner of all right, title, and interest to each of the Plaintiff
5 Copyrighted Works. Plaintiff has registered the copyrights for Plaintiff
6 Copyrighted Works and has been issued the United States copyright
7 certificates in the works attached as Exhibit 1.
- 8 20. Plaintiff Copyrighted Works are highly-sought after, and eBay sellers
9 constantly auction infringing duplicates of his copyrighted works in
10 violation of the U.S. Copyright Act of 1976.
- 11 21. eBay permits its website to be used as a forum to display, reproduce, sell,
12 and distribute unauthorized copies of works copyrighted by Plaintiff. eBay
13 is actually or constructively aware that some sellers trade almost exclusively
14 in the unauthorized sale of copyrighted goods.
- 15 22. Plaintiff monitors eBay's website searching for items infringing his
16 copyrighted works. When Plaintiff identifies an infringing work, he submits
17 a Notice of Infringement ("NOI") to eBay in compliance with 17 U.S.C. 512
18 and eBay's VERO program (discussed in detail below). Each NOI
19 identifies the copyrighted work by eBay's unique item number as required
20 by eBay. Plaintiff also tries to include the seller id's as well.
- 21 23. eBay is aware that certain sellers have infringed Plaintiff's copyrighted
22 works as well as other third parties' copyrighted works or Intellectual
23 properties.
- 24 24. Many, if not most, of the items reported by NOI are also in violation of
25 eBay's terms of service and various other eBay policies, including the
26 Celebrity material, recordable media, autographs and the faces, names and
27 signatures policies.
- 28

- 1 25. eBay has instituted its various policies pursuant to various State and/or
2 Federal Laws, pursuant to settlement agreements, and/or because it has
3 actual or constructive knowledge that certain types of items infringe on the
4 Intellectual Property rights of others.
- 5 26. eBay has actual or constructive knowledge that items featuring celebrities or
6 celebrity likenesses are generally problematic and should not be allowed on
7 eBay's website(s).
- 8 27. Despite the fact that particular sellers have histories of infringements (by
9 virtue of NOI's from Plaintiff or other Intellectual Property owners) and/or
10 violate eBay's policies and terms of service, eBay often permits these
11 repeat/serial infringers to continue to auction/sell infringing goods and/or
12 items that violate its own policies and in some cases state or federal laws.
- 13 28. eBay is actually or constructively aware that there is a very high probability
14 that a seller who receives one NOI will willfully re-list/repost an item
15 removed pursuant to a NOI or will become a serial/repeat infringer and
16 infringe further intellectual properties.
- 17 29. Many sellers of items identified by NOI as being infringing fail to give full
18 or proper information to eBay on their real identities upon registering as a
19 seller with eBay. eBay is aware of the issue, but consistently fails to do any
20 verifications of seller information when they receive a NOI.
- 21 30. eBay is aware that many sellers put disclaimers in their listings that clearly
22 show that the listings are problematic and/or infringing, but consistently
23 fails to take action to remove such listings and/or sellers. In various
24 instances, sellers directly put in their listings that they do not own the
25 copyright or for VERO program members to contact them directly if an item
26 is infringing. In the case of cd/dvd-rom photo/multimedia collections,
27 sellers may list that "you are not buying the item, you are only paying for
28 the time and effort to put the collection together."

- 1 31. Many sellers on eBay use deceptive practices to attempt to sell items that
2 they know are infringing. These include the omission of any keywords in
3 the listings that would make them discoverable in searches and omission of
4 pictures in listings. Such practices have in fact led to sale of infringing
5 items.
- 6 32. eBay is actually or constructively aware that one NOI may be sufficient to
7 suspend a seller.
- 8 33. When an infringing item is sold on eBay, in many cases the seller receives
9 feedback ratings from the buyer. eBay does not remove feedback ratings for
10 items reported as infringing, thereby rewarding sellers for their bad conduct
11 and contributing to their ongoing seller status.
- 12 34. Attached hereto as Exhibit 2 is a description of some of the instances where
13 sellers who Plaintiff or other Intellectual Property owners had notified eBay
14 two or more times about infringements through NOI's continued to auction
15 goods that infringed Plaintiff's copyrights.
- 16 35. When eBay receives a NOI, it does not act expeditiously to remove the
17 listings from its website and/or servers. This failure to remove expeditiously
18 has resulted in Infringing items being sold and delivered to the buyer.
19 Plaintiff alleges that eBay may willfully fail act expeditiously in order to
20 further profit from the sale of items by the use of its Paypal service. Plaintiff
21 has documents received from eBay that demonstrate that eBay has delayed
22 in the removal of infringing listings. Plaintiff believes that eBay has profited
23 financially from such transactions via direct participation and through its
24 Paypal service.
- 25 36. eBay does not remove the underlying infringing images from its image
26 hosting servers (ebayimg.com) when it removes the listings pursuant to a
27 NOI. These active infringing links then reside on eBay's servers for as long
28 as five to six months and are likely linked to other eBay listings or outside

1 web pages. eBay is fully aware of this fact, but eBay has not taken any steps
2 to remove the underlying infringing images.

3 37. eBay and Paypal are very closely tied together so that buyers can easily
4 handle payment transactions for their items after a purchase is made. When
5 an item is removed pursuant to a NOI after a purchase has been completed,
6 Paypal does not reverse the transaction, but keeps its share of any monies
7 paid by the buyer and distributes the balance to the seller. Plaintiff has
8 notified Paypal of numerous instances where Paypal collected monies from
9 the sale of infringing items, but Paypal has never taken any steps to return
10 said monies to the buyers.

11 38. eBay is actually or constructively aware of the fact that it needs to institute
12 new polices or update policies regarding the posting of certain problematic
13 or infringing items on eBay, but is unwilling to do so. Plaintiff believes that
14 eBay President and CEO Margaret C. "Meg" Whitman has refused to enact
15 or change such policies so that eBay can profit from the sale of infringing
16 items.

17 **eBay's VERO Program**

18 39. EBay is aware that its members engage in direct copyright infringement. In
19 fact, it has designed a Verified Rights Owner ("VERO") Program to
20 supposedly address the problem.

21 40. The VERO Program accepts NOI's from copyright holders whose rights are
22 being infringed upon on eBay's website. The NOIs incorporate a statement,
23 made under penalty of perjury, that the person submitting the NOI is, in fact,
24 the Intellectual Property ("IP") owner, that the goods being listed are not
25 authorized by the IP owner to be copied or sold Plaintiff has furnished
26 numerous NOIs to eBay to in an effort to prevent the sale of infringing
27 works.

28

- 1 41. To the detriment of the copyright holders, eBay fails to terminate *repeat* or
2 serial infringers from accessing eBay's service. eBay knows or should
3 know that that repeat infringers will continue to infringe Plaintiff's
4 copyrights unless and until eBay terminates their ability to list items for
5 sale. eBay is or should be constructively or actually aware that it is almost
6 certain that a seller will willfully relist/repost a previously removed item or
7 will become a serial/repeat infringer.
- 8 42. eBay is liable for contributory and vicarious copyright infringement for the
9 items that have been posted by sellers who received two or more NO's
10 because it knows these sellers infringe on the intellectual property of others
11 and/or violate many of eBay's policies and/or terms of service and it
12 receives direct financial benefit from their activities.
- 13 43. When eBay receives a NOI, it does not act expeditiously to remove the
14 listings from its website and/or servers. eBay does not remove the
15 underlying infringing images from its image hosting servers (ebayimg.com)
16 when it removes the listings, resulting in active infringing links that reside
17 on eBay's servers for as long as five to six months.
- 18 44. eBay personnel working under the VERO program do not act to enforce
19 eBay's overall policies when they receive a NOI. They will only act to
20 remove the reported listing, but will not review the listing or any of the
21 seller's other items for violations of eBay's policies, because eBay has
22 knowledge that these sellers also violate numerous eBay policies and they
23 would not be able to profit from said activities.
- 24 45. eBay personnel working under the VERO program consistently fail to
25 perform any verifications of information that sellers have provided to eBay
26 regarding their real identities while acting pursuant to NOI's. eBay is or
27 should be constructively or actually aware that many infringers routinely
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1 provide false information and in many cases have previously been
2 suspended for past infringing activities.

3 46. eBay has allowed sellers who have been suspended for infringing activities
4 to begin selling again on eBay, only to commit further infringing acts.

5 47. eBay personnel working under the VERO program are fully aware of many
6 of the overall infringing activities and violations of policies that take place
7 on eBay, but are prevented from taking preventative actions that would
8 prevent further damage to Intellectual property owners, because of eBay's
9 desire to profit from infringing activities.

10 **The DMCA**

11 48. The Digital Millennium Copyright Act ("DMCA") limits the liability of
12 internet service providers for copyright infringement if they meet certain
13 conditions set forth in 17 U.S.C. § 512. eBay has consistently failed to
14 comply with the provisions of section 512.

15 49. Among the first conditions an internet service provider must meet to qualify
16 for safe harbor is to register a designated agent for receiving takedown
17 notices with the Copyright Office and publicly publish the full contact
18 information for its designated agent on its website. (17 U.S.C. § 512©.) It
19 also must adopt and reasonable implement a policy that provides for the
20 termination, in appropriate circumstances, of subscribers and account
21 holders of the service provider's system or network who are repeat
22 infringers. (17 U.S.C. § 512(i).) In addition, eBay must inform its
23 subscribers and account holders of the termination policy it adopts and
24 implements by publicly publishing it on its website. (*Id.*)

25 50. eBay has registered an agent with the Copyright Office, but has not
26 complied with the second part of the requirement and publicly published the
27 full contact information for its designated agent on its website as required
28 under 17 U.S.C. § 512(c)(2).

- 1 51. Plaintiff is aware of the fact that eBay's most recent registered agent left
2 eBay as of September 1, 2007, but has taken no steps to update its
3 designated agent registration with the copyright office.
- 4 52. eBay has not properly adopted a policy on repeat infringers as required by
5 under 17 U.S.C. § 512(i). Furthermore, eBay does not inform its subscribers
6 and account holders (the potential infringers) of its termination policy on its
7 website. Instead, the website only informs them that a program that
8 provides for the *suspension* of repeat infringers *exists*, without describing
9 any of the parameters. 17 U.S.C. § 512(i) requires that they fully publish
10 this policy.
- 11 53. While eBay purports to have policy in place with respect to the termination
12 of repeat infringers, the policy is wholly inadequate and fails to meet the
13 requirements of the DMCA because it is subjective and grants eBay total
14 discretion to terminate infringers on a case by case basis. The lack of an
15 objective policy promotes repeat infringements and allows eBay to permit
16 its most prolific sellers to engage in repeat infringements. eBay also has
17 further obligations for termination under a settlement agreement that it also
18 consistently fails to comply with.
- 19 54. In addition, eBay continually disregards its "general policy" of terminating
20 users upon 2-3 violations/infringements (and the termination of users
21 pursuant to a settlement agreement), permitting its users to sell infringing
22 goods after the they have committed numerous violations. Thus, the policy
23 has not been reasonably implemented.
- 24 55. Because eBay does not properly inform potential infringers of its
25 termination policy, potential infringers lack the incentive to avoid offering
26 and selling infringing products through eBay's website. eBay intentionally
27 conceals the policy because it benefits from the sale of infringing goods for
28 its own economic benefit.

1 56. Because eBay does not properly terminate infringers, the infringers lack the
2 incentive to avoid offering and selling infringing products through eBay's
3 website. eBay intentionally does not terminate because it benefits from the
4 sale of infringing goods for its own economic benefit.

5 **Three Prong Test**

6 57. Among the second set of conditions an internet service provider must meet
7 to qualify for safe harbor are what is commonly known as the three prong
8 test asset forth in 17 U.S.C. § 512(c)(1).

9 58. With respect to the first prong of the test delineated in 17 U.S.C. §
10 512(c)(1)(A) (i), (ii) and (iii), eBay has both real and constructive
11 knowledge of the activities in general, due to all the notices given by
12 various parties and about certain specific sellers. eBay also has a specific
13 policies prohibiting most of the infringing items. eBay does not act
14 expeditiously to remove the items once they have been reported via a NOI.

15 59. With respect to the second prong of the test delineated in 17 U.S.C. §
16 512(c)(1)(B), eBay receives financial benefit directly attributable to the
17 infringing activity via an "insertion fee" for each listing and a "final value
18 fee," as well as image hosting fees and fees from Paypal transactions. eBay
19 also has the right and ability to control such activity by virtue of the fact that
20 it can suspend sellers and remove/disable infringing materials.

21 60. With respect to the third prong of the test delineated in 17 U.S.C. §
22 512(c)(1)(C), eBay does not expeditiously remove, or disable access to, the
23 material that is claimed to be infringing or to be the subject of infringing
24 activity.

25 **Contributory Infringement**

26 61. Under Section 106 of the Copyright Act of 1976, 17 U.S.C. § 101 *et seq.*
27 (the "Copyright Act"), Plaintiff has the distinct, severable, and exclusive
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rights to, among other things, reproduce, distribute and publicly display Plaintiff Copyrighted Works. (17 U.S.C. §§ 106(1), (3), and (5).)

62. eBay sellers have directly infringed upon Plaintiff Copyrighted Works in violation of Plaintiff's rights. Specifically, eBay the sellers have infringed on the right to display, reproduce and distribute the copyrighted works under 17 U.S.C. § 106. Such actions and conduct constitute copyright infringement under the 17 U.S.C. § 501.

63. eBay has actual and/or constructive knowledge that the sellers who have been identified by VERO members and/or reported to eBay through a NOI infringe works using eBay's website.

64. eBay has materially contributed to the infringements through its posting, displaying, and facilitating of the sales of the infringing materials on its website. It provides the website and facilities for the direct infringement.

Vicarious Infringement

65. At all times relevant hereto, eBay had the right and ability to supervise and/or right and ability to control the infringing conduct of the repeat infringers in displaying, reproducing, and distributing the copyrighted works through eBay's website. eBay has the ability to block repeat infringers' access to eBay's website and suspend or terminate them for infringing copyrights.

66. eBay, by virtue of the overwhelming NOI's in certain categories of goods such as Movie Memorabilia, Television Memorabilia, Music Memorabilia and Other Memorabilia, is aware that those categories are fraught with copyright infringements and that certain goods such as celebrity cd/dvd roms and or other types of photo collections (including wallpaper and screensavers and digital delivery): 4x5 (or 4x6) 5x7, 8x10, 11x14 and other similar photographic reproductions and/or posters: t-shirts, key chains,

1 pillowcases, mouse pads, magnets, mugs, novelty banknotes, etc. are fraught
2 with copyright infringements.

3 67. eBay allows repeat infringers to post items that are likely infringing
4 copyright for the sake of profit. eBay knows that repeat infringers, whom it
5 has declined to block from access to its website, will post infringing items
6 again. Plaintiff believes that eBay President and CEO Margaret C. "Meg"
7 Whitman is responsible for keeping eBay from taking action to stop such
8 activities.

9 68. eBay has a direct financial interest in the sale of copyrighted works through
10 its website. The ability to buy and sell infringing works acts as a draw for
11 customers and eBay earns a percentage on each transaction along with
12 insertion fees, image hosting fees and Paypal fees.

13 69. The infringement of Plaintiff's rights in and to each of the Plaintiff
14 Copyrighted Works constitutes a separate and distinct act of infringement.

15 70. Defendants' acts of infringement have been willful, intentional, and
16 purposeful, in reckless disregard of and with indifference to Plaintiff's
17 rights.

18 71. As a direct and proximate result of the infringements by Defendants of
19 Plaintiff's copyrights and exclusive rights under copyright in the Plaintiff
20 Copyrighted Works, Plaintiff is entitled to its actual damages and
21 Defendants' profits pursuant to 17 U.S.C. section 504(b).

22 72. Alternatively, at Plaintiff's election, Plaintiff is entitled to the maximum
23 statutory damages pursuant to 17 U.S.C. section 504(c) with respect to each
24 work infringed or such other amounts as may be proper under 17 U.S.C.
25 section 504(c).

26 73. Plaintiff further is entitled to Plaintiff's attorneys' fees and costs pursuant to
27 17 U.S.C. section 505.
28

Settlement Agreement

- 1
- 2 74. In May 2004, a class action copyright lawsuit was filed in the Southern
- 3 District of California (San Diego). Under the terms of the Stipulation of
- 4 Settlement Agreement (“Settlement Agreement”), eBay had certain
- 5 obligations perform related to materials that were to be prohibited,
- 6 suspension of users, counter-notice policies, *inter alia*. The settlement
- 7 agreement went into effect on November 17, 2004 after the order was
- 8 signed by the Honorable Irma G. Gonzalez.
- 9 75. Pursuant to paragraphs 1 and 2 of the Settlement Agreement, eBay has the
- 10 obligation to keep cd’s/dvd’s containing multiple photos of celebrities and
- 11 other multimedia from being sold on eBay. eBay also has the obligation to
- 12 search for such items and remove them. eBay has consistently failed to
- 13 perform such removals, and Plaintiff believes that eBay may not conduct the
- 14 required searches. In cases where eBay has received NO’s for such items,
- 15 along with other notifications and it has consistently allowed users to
- 16 continue offering such items even though eBay clearly knew they were not
- 17 to be allowed.
- 18 76. Pursuant to paragraph 2(d) and 3 of the Settlement Agreement, eBay has
- 19 the responsibility to terminate sellers who receive three or four NO’s
- 20 (depending on circumstances) within a 5-month period. Beginning only two
- 21 days after the Settlement Agreement became effective, eBay has
- 22 consistently failed to suspend such sellers. On March 20, 2006, plaintiff
- 23 received an email where eBay clearly demonstrated that it was not in
- 24 compliance with its responsibility to terminate a seller by the name of
- 25 gazster, who had clearly met the requirements for termination pursuant to
- 26 the Settlement Agreement.
- 27 77. Approximately three months after the Settlement Agreement became
- 28 effective, one of the key people responsible for suspensions within the eBay

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VERO program had no idea that the termination and other requirement pursuant to the Settlement Agreement existed.

78. Because infringing users had issued a large number of improper counter-notices in an attempt to prevent their suspension based on NO's, paragraph 2©) of the Settlement Agreement obligates eBay to ensure that a user has a valid basis for filing a counter-notice before it will allow one to be filed and forwarded. As late as the end of January 2006, eBay had not instituted such policies and/or procedures to meet its obligations under the Settlement Agreement.

79. Plaintiff believes that eBay entered into the Settlement Agreement in bad faith and had no intention of fulfilling its obligations and breached the Settlement Agreement immediately after it became effective.

80. eBay acts in bad faith towards Plaintiff. For example, in a letter dated August 12, 2005, eBay improperly accused Plaintiff of breaching the Settlement Agreement.

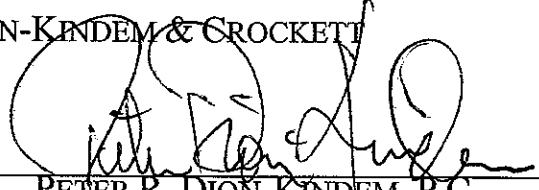
PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants and each of the Doe Defendants as follows:

1. That Defendants, their officers, agents, servants, employees, representatives, successors, and assigns, and all persons in active concert or participation with them, be enjoined from:
 - A. copying, reproducing, distributing, adapting, or publicly displaying the Plaintiff Copyrighted Works;
 - B. posting Plaintiff copyrighted photographs on the internet;
 - C. inducing, causing, materially contributing to, and profiting from the foregoing acts committed by others.

- 1 2. That Defendants be ordered to destroy all photographs, documents, and
2 other items, electronic or otherwise, in its possession, custody, or control,
3 that infringe the copyrights of Plaintiff.
- 4 3. That Defendants be ordered to remove all links between their website and
5 all websites that display or offer to distribute or copy authorized copies of
6 Plaintiff Protected Works and be prohibited from performing advertising
7 and linking functions for such websites.
- 8 4. For restitution in the amount of the benefit to Defendants by reason of their
9 unlawful conduct.
- 10 5. For Plaintiff's actual damages.
- 11 6. For an full accounting under supervision of this Court of all profits, income,
12 receipts, or other benefits derived by Defendants as a result of their
13 unlawful conduct.
- 14 7. For statutory damages under the Copyright Act.
- 15 8. For prejudgment interest.
- 16 9. For attorneys' fees and full costs.
- 17 10. For such other and further relief as this Court deems just and appropriate.

18 Dated: November 15, 2007

DION-KINDEM & CROCKETT
BY: 
PETER R. DION-KINDEM, P.C.
PETER R. DION-KINDEM,
Attorneys for Plaintiff Barry Rosen

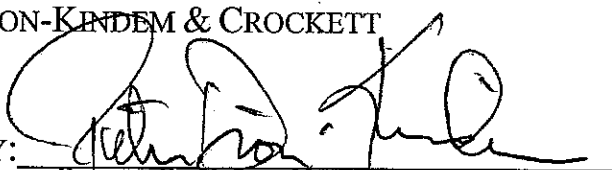
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DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial in this case.

Dated: November 15, 2007

DION-KINDEM & CROCKETT

BY: 

PETER R. DION-KINDEM, P.C.
PETER R. DION-KINDEM,
Attorneys for Plaintiff Barry Rosen

Exhibit 1

Exhibit 1 to Rosen v. eBay Copyright Complaint

<i>Name</i>	<i>Reg #</i>	<i>Images In Collection Infringed</i>
Anna Kournikova 1	VA 1-239-767	
Anna Kournikova 3	VA 1-239-753	
Anna Kournikova 4	VA 1-239-752	
Anna Kournikova 5	VA 1-239-770	
Anna Kournikova 6	VA 1-239-756	
Anna Kournikova 7	VA 1-239-757	
Anna Kournikova 8	VA 1-239-755	
Anna Kournikova 9	VA 1-239-754	
Anna Kournikova 10	VA 1-239-764	
Anna Kournikova 11	VA 1-239-763	
Anna Kournikova 12	VA 1-239-765	
Anna Kournikova 14	VA 1-239-760	
Anna Kournikova 15	VA 1-239-761	
Anna Kournikova 19	VA 1-230-943	
Published Works 1996 Pt 1	VA 1-230-937	Gena Lee Nolin, Amy Weber, Traci Bingham, Lisa Boyle
Published Works 1997 Pt 1	VA 1-231-031	Jeri Ryan, Alison Eastwood, Lisa Boyle
Published Works 1998 Pt 1	VA 1-231-030	Ali Landry
Published Works 1999 Pt 1	VA 1-230-922	Gena Lee Nolin, Ali Landry
Published Works 2000 Pt 1	VA 1-230-933	Gena Lee Nolin, Ali Landry
Published Works 2001 Pt 1	VA 1-230-935	Sofia Vergara, Amy Weber, Joanna Krupa
Published Works 2002 Pt 1	VA 1-230-923	Daisy Fuentes, Amy Weber
Published Works 2003 Pt 1	VA 1-230-934	Daisy Fuentes, Angela Taylor, Lauren Sanchez, Priscilla Taylor
Published Works 2003 Pt 2	VA 1-239-762	Daisy Fuentes, Cindy Taylor, Sonia Vera
Published Works 2004 Pt 1	VA 1-230-936	Anna Kournikova (the foregoing works include multiple images of the person)
Gena Lee Nolin	VA 1-230-942	
Gena Lee Nolin 1	VA 1-230-941	
Gena Lee Nolin 2	VA 1-230-944	
Gena Lee Nolin 3	VA 1-274-965	
Gena Lee Nolin 4	VA 1-230-947	
Gena Lee Nolin 5	VA 1-274-964	
Gena Lee Nolin 6	VA 1-274-966	
Gena Lee Nolin 7	VA 1-274-963	
Gena Lee Nolin 8	VA 1-230-962	
Gena Lee Nolin 10	VA 1-230-953	
Gena Lee Nolin 11	VA 1-230-948	
Gena Lee Nolin 12	VA 1-230-949	
Gena Lee Nolin 15	VA 1-239-759	
Gena Lee Nolin 27	VA 1-230-952	
Gena Lee Nolin 28	VA 1-230-964	
Gena Lee Nolin 30	VA 1-230-957	
Gena Lee Nolin 32	VA 1-306-005	
Lisa Boyle 5	VA 1-230-945	
Kournikova Unpublished	VAu590-412	
Charisma Carpenter	VAu660-265	
Ali Landry	VAu660-263	
Jeri Ryan	VAu660-267	
Sofia Vergara	VAu660-266	
Gena Nolin (Home)	VAu653-334	
Amy Weber Unpublished 2	VAu653-336	
Erika Eleniak	VAu692-231	
Daisy Fuentes	VAu692-230	
Pamela Anderson	VAu692-228	
Angelica Bridges	VAu692-226	
Angela Taylor	VAu692-306	

Exhibit 2

Exhibit 2 to Copyright Complaint – Rosen v. eBay

eBay Seller ID: autogrammakler

Plaintiff sent an NOI on 4/17/2007 for an infringement of a Sofia Vergara image

Plaintiff is aware of a 3rd party NOI on 8/9/07

Plaintiff is aware of a 3rd party NOI on 9/4/07

Plaintiff is aware of a 3rd party NOI on 9/21/07

Plaintiff sent an NOI on 10/26/2007 for an infringement of a Charisma Carpenter Image

Plaintiff sent an NOI on 11/8/2007 for an infringement of a Ali Landry Image

eBay Seller ID: besteyecandy

Plaintiff sent an NOI on 12/3/2004 for an infringement of a Anna Kournikova Image

Plaintiff sent an NOI on 12/3/2004 for an infringement of a 2nd Anna Kournikova Image

Plaintiff sent an NOI on 12/3/2004 for an infringement of a 3rd Anna Kournikova Image

Plaintiff sent an NOI on 12/3/2004 for an infringement of a 4th Anna Kournikova Image

Plaintiff sent an NOI on 12/12/2004 for an infringement of a relisted Anna Kournikova Image

Plaintiff sent an NOI on 12/12/2004 for an infringement of a 2nd relisted Anna Kournikova Image

Plaintiff sent an NOI on 12/12/2004 for an infringement of a 3rd relisted Anna Kournikova Image

Plaintiff sent an NOI on 12/12/2004 for an infringement of a 4th relisted Anna Kournikova Image

Plaintiff sent an NOI on 12/12/2004 for an infringement of a Daisy Fuentes Image

Plaintiff sent an NOI on 12/12/2004 for an infringement of a 2nd Daisy Fuentes Image

Plaintiff sent an NOI on 12/12/2004 for an infringement of a Ali Landry Image

Plaintiff sent an NOI on 12/27/2004 for an infringement of a relisted Daisy Fuentes Image

Plaintiff sent an NOI on 12/27/2004 for an infringement of a 2nd relisted Daisy Fuentes Image

Plaintiff sent an NOI on 12/12/2004 for an infringement of a relisted Ali Landry Image

Exhibit 2 to Copyright Complaint – Rosen v. eBay

** items in question were also prohibited cd photo collections*

eBay Seller ID: bighugephoto

Plaintiff sent an NOI on 11/11/05 for an infringement of a Charisma Carpenter Image

Plaintiff is aware of a 3rd party NOI on 12/20/05

Plaintiff is aware of a 3rd party NOI on 12/20/05

Plaintiff is aware of a 3rd party NOI on 1/14/07

Plaintiff sent an NOI on 6/17/07 for an infringement of an Ali Landry Image

eBay Seller ID: caithlynnejames

Plaintiff sent an NOI on 1/27/05 for an infringement of a Charisma Carpenter Image

Plaintiff is aware of a 3rd party NOI on 8/22/05

Plaintiff is aware of a 3rd party NOI on 3/16/06

Plaintiff is aware of a 3rd party NOI on 3/25/06

Plaintiff sent an NOI on 4/16/06 for an infringement of a Gena Lee Nolin Image

Plaintiff sent an NOI on 4/16/06 for an infringement of a 2nd Gena Lee Nolin Image

eBay Seller ID: fbd2003

Plaintiff sent an NOI on 1/26/05 for an infringement of a Jeri Ryan Image

Plaintiff sent an NOI on 2/14/05 for an infringement of a 2nd Jeri Ryan Image

Plaintiff sent an NOI on 7/13/05 for an infringement of a Joanna Krupa Image

Plaintiff sent an NOI on 2/25/2006 for an infringement of a Daisy Fuentes Image

eBay Seller ID: frankfrenett

Plaintiff sent an NOI on 3/19/04 for an infringement of a Anna Kournikova Image

Plaintiff sent an NOI on 6/28/04 for an infringement of a Anna Kournikova Image

Plaintiff sent an NOI on 10/27/04 for an infringement of a Charisma Carpenter Image

Plaintiff sent an NOI on 10/27/04 for an infringement of a 2nd Charisma Carpenter Image

Exhibit 2 to Copyright Complaint – Rosen v. eBay

Plaintiff sent an NOI on 10/27/04 for an infringement of a 3rd Charisma Carpenter Image

Plaintiff sent an NOI on 10/27/04 for an infringement of a 4th Charisma Carpenter Image

Plaintiff sent an NOI on 10/27/04 for an infringement of a 5th Charisma Carpenter Image

Plaintiff sent an NOI on 11/5/04 for an infringement of a relisted Charisma Carpenter Image

Plaintiff sent an NOI on 11/5/04 for an infringement of a 2nd relisted Charisma Carpenter Image

Plaintiff sent an NOI on 11/5/04 for an infringement of a 3rd relisted Charisma Carpenter Image

Plaintiff sent an NOI on 11/5/04 for an infringement of a 4th relisted Charisma Carpenter Image

eBay Seller ID: gazster

Plaintiff is aware of a 3rd party NOI on 2/24/05

Plaintiff is aware of a 3rd party NOI on 2/24/05

Plaintiff is aware of a 3rd party NOI on 2/24/05

Plaintiff is aware of a 3rd party NOI on 3/8/05

Plaintiff sent an NOI on 6/5/05 for an infringement of a Jeri Ryan Image

Plaintiff sent an NOI on 6/5/05 for an infringement of an Ali Landry Image

Plaintiff sent an NOI on 7/24/05 for an infringement of an 2nd Ali Landry Image

Plaintiff sent an NOI on 8/28/05 for an infringement of a Charisma Carpenter Image

Plaintiff sent an NOI on 3/20/06 for an infringement of a Erika Eleniak Image

eBay Seller ID: *hell*or*high water

Received a notice 10/9/05 for an infringement of a Jeri Ryan Image

Received a notice 11/3/05 for an infringement of a relisted Jeri Ryan Image

Plaintiff is aware of a 3rd party NOI on 5/17/06

Plaintiff is aware of a 3rd party NOI on 5/17/06

Plaintiff is aware of a 3rd party NOI on 5/17/06

Plaintiff is aware of a 3rd party NOI on 5/17/06

Plaintiff is aware of a 3rd party NOI on 5/17/06

Plaintiff is aware of a 3rd party NOI on 5/17/06

Plaintiff is aware of a 3rd party NOI on 5/17/06

Received a notice 8/3/06 for an infringement of a Angelica Bridges Image

Exhibit 2 to Copyright Complaint – Rosen v. eBay

eBay Seller ID: if you 555 than i 666

Plaintiff is aware of a 3rd party NOI on 12/16/04

Plaintiff is aware of a 3rd party NOI on 12/16/04

Plaintiff is aware of a 3rd party NOI on 12/16/04

Plaintiff is aware of a 3rd party NOI on 12/16/04

Plaintiff sent an NOI on 1/30/05 for an infringement of a Anna Kournikova Image

Plaintiff sent an NOI on 12/1/05 for an infringement of a Anna Kournikova Image

Plaintiff is aware of a 3rd party NOI on 2/5/06

Plaintiff sent an NOI on 2/5/06 for an infringement of a Anna Kournikova Image

eBay Seller ID: gun z

Plaintiff is aware of a 3rd party NOI on 3/27/05

Plaintiff sent an NOI on 5/11/05 for an infringement of a Amy Weber Image

Plaintiff is aware of a 3rd party NOI on 4/13/06

Plaintiff is aware of a 3rd party NOI on 4/25/07

Plaintiff is aware of a 3rd party NOI on 4/25/07

Plaintiff is aware of a 3rd party NOI on 4/25/07

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Plaintiff is aware of a 3rd party NOI on 4/25/07

Plaintiff is aware of a 3rd party NOI on 4/25/07

Exhibit 2 to Copyright Complaint – Rosen v. eBay

Plaintiff is aware of a 3rd party NOI on 4/25/07

Plaintiff is aware of a 3rd party NOI on 4/25/07

Plaintiff sent an NOI on 4/25/07 for an infringement of a Anna Kournikova Image

eBay Seller ID: inwich

Plaintiff sent an NOI on 5/26/02 for an infringement of a Anna Kournikova Image

Plaintiff sent an NOI on 5/26/02 for an infringement of a 2nd Anna Kournikova Image

Plaintiff sent an NOI on 5/26/02 for an infringement of a 3rd Anna Kournikova Image

Plaintiff sent an NOI on 5/26/02 for an infringement of a 4th Anna Kournikova Image

Plaintiff sent an NOI on 5/26/02 for an infringement of a 5th Anna Kournikova Image

Plaintiff sent an NOI on 11/19/04 for an infringement of a relisted Anna Kournikova Image

Plaintiff sent an NOI on 11/19/04 for an infringement of a 2nd relisted Anna Kournikova Image

Plaintiff sent an NOI on 11/19/04 for an infringement of a 3rd relisted Anna Kournikova Image

Plaintiff sent an NOI on 11/19/04 for an infringement of a 4th relisted Anna Kournikova Image

Plaintiff sent an NOI on 11/21/04 for an infringement of a relisted Anna Kournikova Image

Plaintiff sent an NOI on 11/21/04 for an infringement of a 2nd relisted Anna Kournikova Image

Plaintiff sent an NOI on 11/21/04 for an infringement of a 3rd relisted Anna Kournikova Image

Plaintiff sent an NOI on 11/21/04 for an infringement of a 4th relisted Anna Kournikova Image

Seller also used deceptive practices by omitting keyword to avoid detection

Exhibit 2 to Copyright Complaint – Rosen v. eBay

eBay Seller ID: jazvjake

Plaintiff is aware of a 3rd party NOI on 1/30/05

Plaintiff sent an NOI on 4/5/05 for an infringement of a Jeri Ryan Image

Plaintiff sent an NOI on 4/29/05 for an infringement of a relisted Jeri Ryan Image

Plaintiff sent an NOI on 7/31/05 for an infringement of an Ali Landry Image

Plaintiff sent an NOI on 9/4/05 for an infringement of a Charisma Carpenter Image

Plaintiff sent an NOI on 3/5/06 for an infringement of a Ali Landry Image

Plaintiff sent an NOI on 3/5/06 for an infringement of a Ali Landry Image

Plaintiff sent an NOI on 3/5/06 for an infringement of a Ali Landry Image

Plaintiff sent an NOI on 3/5/06 for an infringement of a Ali Landry Image

Plaintiff sent an NOI on 3/5/06 for an infringement of a Ali Landry Image

Plaintiff sent an NOI on 3/5/06 for an infringement of a relisted Ali Landry Image

Plaintiff sent an NOI on 3/7/06 for an infringement of a Sofia Vergara image

Plaintiff sent an NOI on 3/7/06 for an infringement of a 2nd Sofia Vergara image

Plaintiff sent an NOI on 3/7/06 for an infringement of a 3rd Sofia Vergara image

eBay Seller ID: njcarrington

Plaintiff is aware of a 3rd party NOI on 12/23/05

Plaintiff is aware of a 3rd party NOI on 12/23/05

Plaintiff is aware of a 3rd party NOI on 12/23/05

Plaintiff is aware of a 3rd party NOI on 12/23/05

Plaintiff is aware of a 3rd party NOI on 12/23/05

Plaintiff is aware of a 3rd party NOI on 12/23/05

Plaintiff is aware of a 3rd party NOI on 12/23/05

Plaintiff is aware of a 3rd party NOI on 12/23/05

Plaintiff is aware of a 3rd party NOI on 12/23/05

Plaintiff is aware of a 3rd party NOI on 12/23/05

Plaintiff sent an NOI on 4/14/06 for an infringement of a Jeri Ryan Image

Plaintiff sent an NOI on 4/14/06 for an infringement of a 2nd Jeri Ryan Image

Exhibit 2 to Copyright Complaint – Rosen v. eBay

eBay Seller ID: packratmovies

Plaintiff is aware of a 3rd party NOI on 1/8/06

Plaintiff is aware of a 3rd party NOI on 1/8/06

Plaintiff is aware of a 3rd party NOI on 1/8/06

Plaintiff is aware of a 3rd party NOI on 1/8/06

Plaintiff sent an NOI on 9/15/06 for an infringement of a Ali Landry Image

Plaintiff sent an NOI on 9/15/06 for an infringement of a 2nd Ali Landry Image

eBay Seller ID: petrucoscollectables

Plaintiff is aware of a 3rd party NOI on 6/17/07

Plaintiff is aware of a 3rd party NOI on 6/17/07

Plaintiff is aware of a 3rd party NOI on 8/14/07

Plaintiff sent an NOI on 8/14/07 for an infringement of a Gena Lee Nolin Image

eBay Seller ID: pnpautographs

Plaintiff is aware of a 3rd party NOI on 4/2/06

Plaintiff is aware of a 3rd party NOI on 6/12/06

Plaintiff sent an NOI on 11/12/06 for an infringement of a Anna Kournikova Image

Plaintiff sent an NOI on 2/11/07 for an infringement of the same Anna Kournikova Image

eBay Seller ID: pjscollectiblesplus

Plaintiff sent an NOI on 12/2/03 for an infringement of a Lauren Sanchez Image

Plaintiff sent an NOI on 8/10/05 for an infringement of a Gena Lee Nolin Image

Plaintiff sent an NOI on 8/10/05 for an infringement of a 2nd Gena Lee Nolin Image

Plaintiff is aware of a 3rd party NOI on 8/10/05

Plaintiff is aware of a 3rd party NOI on 8/10/05

Plaintiff is aware of a 3rd party NOI on 8/10/05

Plaintiff is aware of a 3rd party NOI on 8/10/05

Plaintiff is aware of a 3rd party NOI on 8/10/05

Plaintiff is aware of a 3rd party NOI on 12/27/05

Plaintiff is aware of a 3rd party NOI on 12/27/05

Plaintiff is aware of a 3rd party NOI on 12/27/05

Plaintiff is aware of a 3rd party NOI on 12/27/05

Exhibit 2 to Copyright Complaint – Rosen v. eBay

Plaintiff is aware of a 3rd party NOI on 12/27/05

Plaintiff is aware of a 3rd party NOI on 12/27/05

Plaintiff is aware of a 3rd party NOI on 12/27/05

Plaintiff is aware of a 3rd party NOI on 3/27/06

Plaintiff is aware of a 3rd party NOI on 11/15/06

eBay Seller ID: pnpautographs

Plaintiff is aware of a 3rd party NOI on 4/2/06

Plaintiff is aware of a 3rd party NOI on 6/12/06

Plaintiff sent an NOI on 11/12/06 for an infringement of a Anna Kournikova Image

Plaintiff sent an NOI on 2/11/07 for an infringement of the same Anna Kournikova Image

eBay Seller ID: sepiacin61

Plaintiff sent an NOI on 3/14/06 for an infringement of a Daisy Fuentes Image

Plaintiff sent an NOI on 3/14/06 for an infringement of a Charisma Carpenter Image

Plaintiff is aware of a 3rd party NOI on 3/14/06

Plaintiff sent an NOI on 4/12/07 for an infringement of a Sofia Vergara image

Plaintiff sent an NOI on 6/7/07 for an infringement of a Erica Eleniak image

eBay Seller ID: signed!

Plaintiff sent an NOI on 2/24/05 Kournikova

Plaintiff sent an NOI on 3/10/05 Kournikova (deceptive practices)

Plaintiff sent an NOI on 9/15/05 Kournikova (deceptive practices)

Plaintiff is aware of a 3rd party NOI on 3/30/06

Plaintiff is aware of a 3rd party NOI on 3/30/06

Plaintiff is aware of a 3rd party NOI on 4/13/06

Plaintiff sent an NOI on 4/15/06 Kournikova (deceptive practices)

eBay Seller ID: starcatchers88

Plaintiff is aware of a 3rd party 4/15/06

Plaintiff is aware of a 3rd party 10/5/06

Plaintiff sent an NOI on 12/12/2006 for an infringement of a Daisy Fuentes Image

Plaintiff sent an NOI on 2/2/2007 for an infringement of a Anna Kournikova Image

Exhibit 2 to Copyright Complaint – Rosen v. eBay

eBay Seller ID: sueandmark96

Plaintiff is aware of a 3rd party NOI on 7/15/05

Plaintiff is aware of a 3rd party NOI on 4/2/06

Plaintiff is aware of a 3rd party NOI on 5/10/07

Plaintiff is aware of a 3rd party NOI on 5/10/07

Plaintiff is aware of a 3rd party NOI on 5/10/07

Plaintiff sent an NOI on 5/10/07 for an infringement of a Gena Lee Nolin Image

eBay Seller ID: sutherlandcollectibles

Plaintiff is aware of a 3rd party NOI on 9/21/05

Plaintiff is aware of a 3rd party NOI on 9/21/05

Plaintiff is aware of a 3rd party NOI on 9/21/05

Plaintiff sent an NOI on 7/1/06 landry

Plaintiff sent an NOI on 7/1/06 2nd landry

eBay Seller ID: tha*doggz wotsitz

Plaintiff is aware of a 3rd party NOI on 12/9/04

Plaintiff is aware of a 3rd party NOI on 12/9/04

Plaintiff is aware of a 3rd party NOI on 12/9/04

Plaintiff is aware of a 3rd party NOI on 12/9/04

Plaintiff is aware of a 3rd party NOI on 12/9/04

Plaintiff is aware of a 3rd party NOI on 12/9/04

Plaintiff sent an NOI on 12/9/04 for an infringement of a Ali Landry Image

Plaintiff sent an NOI on 12/9/04 for an infringement of a 2nd Ali Landry Image

Plaintiff is aware of a 3rd party NOI on 1/31/05

Plaintiff sent an NOI on 2/13/05 for an infringement of a Jeri Ryan Image

Plaintiff sent an NOI on 2/13/05 for an infringement of a 2nd Jeri Ryan Image

Plaintiff sent an NOI on 2/13/05 for an infringement of a 3rd Jeri Ryan Image

eBay Seller ID: tmuellera

Plaintiff sent an NOI on 2/12/04 for an infringement of a Gena Lee Nolin Image

Plaintiff sent an NOI on 5/6/04 for an infringement of a 2nd Gena Lee Nolin Image

Plaintiff is aware of a 3rd party NOI on 5/24/04

Plaintiff is aware of a 3rd party NOI on 4/20/05

Plaintiff is aware of a 3rd party NOI on 5/4/05

Exhibit 2 to Copyright Complaint – Rosen v. eBay

Plaintiff is aware of a 3rd party NOI on 1/23/06

Plaintiff sent an NOI on 2/23/06 for an infringement of a Gena Lee Nolin Image

Plaintiff is aware of a 3rd party NOI on 4/28/06

Plaintiff is aware of a 3rd party NOI on 12/31/06

Plaintiff sent an NOI on 1/21/07 for an infringement of a Cindy Taylor Image

eBay Seller ID: celebritmedia

Plaintiff is aware of a 3rd party NOI on 8/9/05

Plaintiff is aware of a 3rd party NOI on 8/9/05

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Plaintiff is aware of a 3rd party NOI on 8/9/05

Plaintiff sent an NOI on 1/7/06 for an infringement of a Daisy Fuentes Image

Plaintiff sent an NOI on 1/7/06 for an infringement of a 2nd Daisy Fuentes Image

Plaintiff sent an NOI on 1/7/06 for an infringement of a 3rd Daisy Fuentes Image

Plaintiff sent an NOI on 1/7/06 for an infringement of a 4th Daisy Fuentes Image

Plaintiff sent an NOI on 1/7/06 for an infringement of a 5th Daisy Fuentes Image

Exhibit 2 to Copyright Complaint – Rosen v. eBay

Plaintiff sent an NOI on 1/7/06 for an infringement of a 6th Daisy Fuentes Image

Plaintiff sent an NOI on 1/7/06 for an infringement of a 7th Daisy Fuentes Image

Plaintiff sent an NOI on 1/7/06 for an infringement of a 8th Daisy Fuentes Image

eBay Seller ID: evil_tearzz

Plaintiff sent an NOI on 4/27/05 for an infringement of a Anna Kournikova Image

Plaintiff is aware of a 3rd party NOI on 3/18/06

Plaintiff is aware of a 3rd party NOI on 3/18/06

Plaintiff is aware of a 3rd party NOI on 3/18/06

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Plaintiff is aware of a 3rd party NOI on 3/18/06

Plaintiff is aware of a 3rd party NOI on 3/18/06

Plaintiff sent an NOI on 4/9/06 for an infringement of a relisted Anna Kournikova Image

Plaintiff is aware of a 3rd party NOI on 4/15/06

Plaintiff is aware of a 3rd party NOI on 4/15/06

Plaintiff is aware of a 3rd party NOI on 4/15/06

Plaintiff is aware of a 3rd party NOI on 4/15/06

Plaintiff is aware of a 3rd party NOI on 4/15/06

Exhibit 2 to Copyright Complaint – Rosen v. eBay

Plaintiff is aware of a 3rd party NOI on 4/15/06
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Plaintiff is aware of a 3rd party NOI on 4/15/06

eBay Seller ID: powerpicturez

Plaintiff is aware of a 3rd party NOI on 8/9/05
Plaintiff is aware of a 3rd party NOI on 8/9/05
Plaintiff is aware of a 3rd party NOI on 8/9/05
Plaintiff is aware of a 3rd party NOI on 8/9/05
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Plaintiff is aware of a 3rd party NOI on 8/9/05

Exhibit 2 to Copyright Complaint – Rosen v. eBay

Plaintiff is aware of a 3rd party NOI on 3/4/06

Plaintiff is aware of a 3rd party NOI on 3/4/06

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Plaintiff is aware of a 3rd party NOI on 3/4/06

Plaintiff is aware of a 3rd party NOI on 3/4/06

Plaintiff is aware of a 3rd party NOI on 3/4/06

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Plaintiff is aware of a 3rd party NOI on 3/4/06

Plaintiff is aware of a 3rd party NOI on 3/4/06

Plaintiff sent an NOI on 3/4/06 for for an infringement of a Joanna Krupa Image

Plaintiff sent an NOI on 3/4/06 for for an infringement of a 2nd Joanna Krupa Image

Plaintiff sent an NOI on 3/4/06 for an infringement of a Jeri Ryan Image

Plaintiff sent an NOI on 3/4/06 for an infringement of a 2nd Jeri Ryan Image

Plaintiff sent an NOI on 3/4/06 for an infringement of a 3rd Jeri Ryan Image

Plaintiff sent an NOI on 3/4/06 for an infringement of a Ali Landry Image

Peter R. Dion-Kindem (SBN 95267)
Dion-Kindem & Crockett
21271 Burbank Blvd., Suite 100
Woodland Hills, California 91367
Telephone: (818) 883-4400
Fax: (818) 676-0246

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Barry Rosen

CASE NUMBER

PLAINTIFF(S)

CV07-07531

GAF (Ex)

v.

eBay, Inc., and Does 1 through 10

DEFENDANT(S)

SUMMONS

TO: THE ABOVE-NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED and required to file with this court and serve upon plaintiff's attorney
Peter R. Dion-Kindem, whose address is:

21271 Burbank Blvd., Suite 100
Woodland Hills, California 91367

an answer to the complaint _____ amended complaint counterclaim cross-claim
which is herewith served upon you within 20 days after service of this Summons upon you, exclusive
of the day of service. If you fail to do so, judgement by default will be taken against you for the relief
demanded in the complaint.

Dated: _____

NOV 16 2007

Clerk, U.S. District Court

By: _____

Deputy Clerk

(Seal of the Court)

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) Barry Rosen	DEFENDANTS eBay, Inc. and Does 1 through 1000
(b) County of Residence of First Listed Plaintiff (Except in U.S. Plaintiff Cases): Los Angeles	County of Residence of First Listed Defendant (In U.S. Plaintiff Cases Only):
(c) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Peter R. Dion-Kindem, Dion-Kindem & Crockett 21271 Burbank Blvd., Suite 100 Woodland Hills, California 91367 Telephone: (818) 883-4400	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td align="center"><input type="checkbox"/> 1</td> <td align="center"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td align="center"><input type="checkbox"/> 4</td> <td align="center"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td align="center"><input type="checkbox"/> 2</td> <td align="center"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td align="center"><input type="checkbox"/> 5</td> <td align="center"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td align="center"><input type="checkbox"/> 3</td> <td align="center"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td align="center"><input type="checkbox"/> 6</td> <td align="center"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.)

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from another district (specify): _____
 6 Multi-District Litigation
 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT: \$** _____

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 violation of copyright; Copyright Act, 17 USC § 101 et seq.

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities /Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input checked="" type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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VIII(a). IDENTICAL CASES: Has this action been previously filed and dismissed, remanded or closed? No Yes

If yes, list case number(s): _____

FOR OFFICE USE ONLY: Case Number: _____

CV07-07531

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

VIII(b). RELATED CASES: Have any cases been previously filed that are related to the present case? No Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) A. Arise from the same or closely related transactions, happenings, or events; or
 B. Call for determination of the same or substantially related or similar questions of law and fact; or
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: List the California County, or State if other than California, in which **EACH** named plaintiff resides (Use an additional sheet if necessary)
 Check here if the U.S. government, its agencies or employees is a named plaintiff.
 Los Angeles

List the California County, or State if other than California, in which **EACH** named defendant resides. (Use an additional sheet if necessary).
 Check here if the U.S. government, its agencies or employees is a named defendant.
 Santa Clara

List the California County, or State if other than California, in which **EACH** claim arose. (Use an additional sheet if necessary)
Note: In land condemnation cases, use the location of the tract of land involved.
 Los Angeles

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____ *John D. Kurlin* _____ Date 11/15/07

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))