

13.29 YouTube Partner Andy Milonakis ('Youtube.com/AMilonakis') has a "family safe" video where he raps verses such as "Got a hard [something??] so I put it in their butts."

13.30 YouTube Partner 'MyDamnChannel' has a segment called "Bedtime Stores" where a young girl dressed in a child's pajamas reads a "pornographic" version of bedtime stories like "Rapunzel". In the "Bedtime Stories: Rapunzel" video, the "little girl" talks about how Rapunzel's admirers would "masturbate furiously" upon seeing her hair. The video also depicts the prince with his pants dropped in a masturbation position. Another similar-styled video (entitled "Bedtime Stories: The Emperor's New Clothes") depicts such language as "I can see the Emperor's scrotum" and "I can see the Emperor's saggy old nutsack and scraggly pubic hairs." There's several more "family safe" Bedtime Stories videos by this YouTube Partner. Both of these videos currently have an ad for EarthKeepers on them as well (YouTube.com/earthkeepers).

13.31 YouTube Partner 'Universal Media Group', one of the most-viewed YouTube Partners, is currently featuring artist Ace Hood's "Cash Flow" music video for a song which has mature-content lyrics like: "Where the cash at? If you ain't got it [I'll] leave you bloody like a tampax" and "So she gotta suck four dicks..." To their credit, Universal does censor some of the more mature lyrics but that doesn't make this anymore suitable for families, nor does Ace's uncensored death threat to anyone who messes with his "cash flow."

13.32 And of course there is the ultra "family safe" 'Playboy' Partner. While Playboy doesn't show porn on this YouTube-Partnered channel of theirs, they do direct people to porn websites which do. YouTube Partner 'Playboy' has videos on their YouTube Partner account with such "family safe" depictions as girls rubbing their breasts and pulling down their g-strings and revealing their naked butts.

A video of theirs, entitled "The Hottest Playboy Models! - PlayboyVideo.com", depicts fully naked girls with censor strips that read "DIRTY" placed over the models' nipples and genitalia. The censor strips barely cover a model's clitoris in one shot. And there's an ad at the end of the video which tells users to go to PlayboyVideo.com to see the "family safe" uncensored version.

13.33 When one goes to PlayboyVideo.com, one instantly sees "family safe" nudity without even having to confirm their age. To YouTube's credit, however, they do write in tiny print above the video "This video may not be suitable for minors." If Defendants recall, they never so marked Plaintiff's promo videos--which were much more tactful--but rather just deleted them every time they were uploaded.

13.34 YouTube Partner "nogoodtv" is simply chock full of non-family friendly content. They have 116 videos that all appear to be about nudity, perversion, porn, foul language, and/or graphic horror. They have a video entitled "HOT GIRLS of HOSTEL 2 Uncensored!! pt. 2". Plaintiff just skipped through it and observed talk about masturbation and rape interspersed with clips from Hostel 2, quite possibly the most violent and graphic horror movie in the history of mainstream cinema, which features in one scene a naked girl masturbating as blood pours on her from the naked body hanging above of her which she just sliced into several times. Not to mention a graphic onscreen castration. This video also displays an ad from Bank of America on it "Who has a hot fantasy about banking?" Plaintiff would bet his life savings that GooTube would call Hostel 2 a truly "family safe" movie and would call The Flintstones cartoon a porn if it was amicable to their defense or engorgement of profits.

13.35 YouTube Partner "nogoodtv" also has a video entitled "Girls of Penthouse go wild! pt. 1" where a girl re-enacts reverse doggy style sex with a man, grinding her crotch on his butt as

he's postured like a dog. Most shocking about this video is the GOOGLE AD to the right that says "Take the Miley Cyrus Quiz!" to get a free Miley ringtone. Miley Cyrus is a young teen with a mostly pre-teen following, and Google is advertising Ms. Cyrus against content containing nudity, dry porn, and that promotes X-rated pornographic content. And further, YouTube deems them "family safe"?

13.36 After this recent research into the diametrically non-family friendly content that embodies many of the videos of YouTube users and YouTube Partners, it seems holistically clear to Plaintiff, and should to this Court as well, that YouTube has fabricated this "family safe" criteria as the denial grounds of Plaintiff's application into the Program. And it should seem equally as clear that GooTube generally fabricates and commits a great deal of fraud in their operations, to hoodwink the masses (and the elite) to Labor for GooTube.

13.37 Probably the biggest reason of all why YouTube's "family safe" claim for denying Plaintiff entry into the Partner Program is completely fraudulent is because Plaintiff's videos are predominantly family safe by most standards, especially YouTube's. There might be a dozen curse words combined in the last 60 videos that Plaintiff uploaded to YouTube, with the exception of two videos with excessive use of the "F" word which were uploaded after Plaintiff's denial into the Partner Program -- one of which is a parody of a YouTube-promoted video entitled "I'm Fucking Matt Damon" by Sarah Silverman, Jimmy Kimmel and Matt Damon; and the other is a parody of 'gangsta rappers' and their homophobias--such as the 'gangsta rappers' featured in several of YouTube's Partner accounts--and graphic language can be a necessary evil in a parody of graphic language. However, YouTube features and promotes videos with foul and graphic language and even nudity.

13.38 Additionally, Plaintiff's content is still nonetheless much more family safe than much of the material by YouTube Partners. Further, and although this clearly wasn't an option offered to Plaintiff by Defendants (although Plaintiff is told by YouTube Partners that this is an option that YouTube gives them), Plaintiff would've gladly opted out of the Partner Program his few videos with foul language if that would've gained him entry into the Program. And furthermore, Plaintiff had attached numerous other accounts for consideration in the Program, many of which only contained G-rated videos.

13.39 Clearly, not having family safe content wasn't the reason that Plaintiff was denied entry into the Program and said reason was a complete fabrication by Defendants.

13.40 Additionally, there's virtually no sexuality in any of Plaintiff's videos. Plaintiff's content is all pretty much mainstream and it has even been cleared for airing on tv -- a much more restricted medium than YouTube.

13.41 Even if YouTube had a legitimate claim for denying Plaintiff's content on the grounds that it wasn't "family safe" enough for advertisers, which they clearly didn't, YouTube has not even allowed Plaintiff to put his own banner ads next to his videos advertising his own website (an opportunity that they afford to other Partners), nor have they answered his inquiry on what of his content might not be "family safe" and the possibility of removing said content or simply making said content ad-free. Of course they haven't answered that inquiry, an answer doesn't exist.

13.42 Further, YouTube already advertises next to Plaintiff's content and promotes videos containing sponsored ads next to Plaintiff's content. And futhermore, Defendants have no issue whatsoever with engorging the profits derived from Plaintiff's content and the traffic it aggregates. They only have an issue with cutting Plaintiff in on the revenue his labor generates.

Of course Defendants don't admit to having an issue with cutting Laborers like Plaintiff into the revenue sharing, they rather promulgate to the direct contrary.

13.43 Plaintiff's 'BetterStream' and 'ProfessorCarlton' accounts were both denied entry into YouTube's revenue sharing Partner Program under the guise of not meeting "viewership" requirements for the Program, but said accounts each had and have more views than other Partner accounts had and have.

13.44 Although Plaintiff attached his 'ProfessorCarlton' account to his Partner application that he received the Denial Letter for, he decided to try applying it individually, knowing YouTube wouldn't be able to even attempt denying it for not being "family safe."

13.45 YouTube emailed Plaintiff--at "Professor Carlton's" email--with the following letter (hereinafter "Carlton's Denial Letter") denying Plaintiff's ProfessorCarlton account entry into the Partner Program on the grounds of not meeting viewership requirements:

*Dear ProfessorCarlton,
Thank you for your interest in the YouTube Partner Program. Our goal is to extend invitations to as many partners as we can. Unfortunately we are unable to accept your application at this time. The current level of viewership of your account has not met our threshold for acceptance.*

Applications are reviewed for a variety of criteria, including but not limited to the size of your audience, country of residence, quality of content, and consistency with our Community Guidelines and Terms of Use. Please review the program qualifications (<http://www.youtube.com/partners>) for a complete list of our criteria.

*As we continue to expand we hope to be able to accept a broader group of partners. We have registered your interest in the program and will continue to monitor your account for potential future acceptance into the program.
Thank you for your understanding.*

[unsigned]

13.46 Plaintiff's ProfessorCarlton account has garnered over a half a million views. And Plaintiff hasn't added a video to said account--which contains only ten videos--in over a year.

13.47 Of course, YouTube won't reveal to Plaintiff what this additional mysterious level of "viewership" is that only Plaintiff must achieve to be considered for the Partner Program-- although they state on the Partner Program application page that one need only have videos that are "**viewed by thousands**" (which defines practically all of Plaintiff's videos individually). However, even if YouTube didn't state "**viewed by thousands**" as the viewership level required for entry into the Program, and some additional secret viewership level was in fact required--said viewership level can clearly be derived from the level of viewership that other YouTube users-- made Partners by YouTube--have.

13.48 Plaintiff recalls Defendants and this Court to section 8 of the Complaint for a listing of several partners who have attained less viewership than Plaintiff's ProfessorCarlton account alone has -- of course, all of the Partners listed in section 8 have attained much less viewership than Plaintiff has attained for his combined accounts -- that is, just the combined accounts which Plaintiff applied to the YouTube Partner Program.

13.49 The reasons given by YouTube to deny Plaintiff's applications to the Program are completely false and fraudulent, and are made by Defendants with the motive of inducing further Labor from Plaintiff and other "prospective candidates".

13.50 It would be an entirely different situation if YouTube said "We're just going to pick and choose our Partners based on whatever reasons we so desire" or had some other random criteria. Plaintiff doesn't contend that such a selection process would be legitimate or lawful, especially considering Defendants' already Unfair Leverage; however, it would be an entirely

different situation, as it would be honest and wouldn't constitute a breach of contract and terms. Unlike the manner that Defendants currently operate under, which does constitute a breach of contract as well as a breach of agreements and promulgations and generally constitutes bad faith and unfair dealings. The reason YouTube doesn't tell the truth in this matter, but instead lies and says that they base Program acceptance on certain criteria--which they don't in fact base it on--is because they want to hook Plaintiff and other Laborers and content aggregators on the idea of revenue sharing, and they want to continue reaping the profit from Plaintiff's content and traffic aggregation, but without revenue sharing with him, despite their promulgations.

13.51 Additionally, and in conjunction with Defendants' fraudulent scheme, Defendants don't give you ALL of the grounds up front that they are denying you for the Program on; instead, they give you one at a time, to keep you hanging on. For example, first YouTube doesn't answer Plaintiff.. Then, they tell Plaintiff his viewership is too low. Or then, once he raises his viewership, they tell him that his material isn't "family safe". All to keep him clinging to an ultimate nothing.

13.52 Once Plaintiff garnered his viewership up to over 2 million views, YouTube told him that his content wasn't "family safe" enough for him to be included in the Program.

13.53 There is also a great deal more inconsistency with what YouTube says and what YouTube does. For example, YouTube states in their Terms of Use or Community Guidelines:

"Graphic or gratuitous violence is not allowed. If your video shows someone getting hurt, attacked, or humiliated, don't post it."

13.54 There's essentially no violence in any of Plaintiff's videos.

13.55 Violence and humiliation are a staple in YouTube videos, but YouTube does not go after these videos or remove them.

13.56 The Hostel video mentioned in Paragraph 13.34 shows clips from one of the most violent and horrific movies ever.

13.57 Plaintiff flagged RCA's Girlfriend video because it was a direct violation of the above-quoted YouTube terms. In said video (which has over 90 million views), Avril Lavigne attempts to break up the relationship between a boy and a girl because Avril thinks she would make a better "girlfriend" because she can do a better job of making him "*feel alright*", and she proves this by grinding her butt on his crotch throughout the video. Avril and her friends gather round and snicker at the boy's girlfriend and then Avril swings a golf club at a golf ball and hits the boy's girlfriend in the head with the golf ball. And then Avril and her friends laugh at his girlfriend as she falls face first into a shallow pond. The video ends with the soaking-wet, concussed girlfriend falling into a 'Porta-John' toilet as Avril leads her 'new' boyfriend into another portable toilet while undressing him.

13.58 YouTube has not removed this aforementioned "Family Safe", violent, and humiliating Avril Lavigne video, nor has YouTube even added an Age Confirmation button to the video. Additionally, another Avril Lavigne video has an ad for the "family safe" beer Amstel Light. Considering the fact that most of Avril's fans or viewers aren't old enough to drink, or at least millions of them aren't old enough to drink, Plaintiff contends that this is an unlawful ad, or a highly inappropriate one at the very least.

13.59 Plaintiff also contends that the availability of YouTube sponsors--who advertise alcohol--is another reason why YouTube's claim that all of their advertisers are looking to advertise against "family safe" content is bogus, as alcohol ads aren't family safe, and they would be more suitable, lawful, and effective being displayed against non-family safe videos.

13.60 Additionally, YouTube has approximately 300 different sponsors listed in their sponsor directory, surely more than a few of those would've been suitable for Plaintiff's content; if not, certainly "Ads by Google" would've been.

XIV. GENERAL ALLEGATIONS

14.1 Defendants' operate in a manner indicative of a dishonest scheme.

14.2 Defendants' have scammed and defrauded Plaintiff out of monetizable traffic and creative content.

14.3 Defendants have solely engorged for themselves the revenue accrued from Plaintiff's labors that they should've shared with Plaintiff.

14.4 Defendants have not paid Plaintiff anything for his labors in conjunction with YouTube.com or Google.com.

14.5 Defendants promulgated the issuance of compensation and payment to Plaintiff, directly and indirectly, but did not effect any payment or compensation to Plaintiff.

14.6 Plaintiff and Plaintiff's content have mitigated Defendants' damages to Viacom and Plaintiff should be compensated for that.

14.7 In stark contrast to YouTube's practice, on Plaintiff's newly-launched website: 'www.BetterStream.com', where he is transitioning his content (which was originally placed on YouTube.com and other video sharing sites) to, Plaintiff intends to and does give content creators their own page (or channel), where they can have their own banner ad alongside their own content; **and reap one hundred percent (100%) of the revenue accrued from that banner ad.**

This revenue-sharing program of Plaintiff's is offered to the content creator before they achieve any views, as opposed to YouTube's unknown and lofty "viewership requirements."

Additionally, if Plaintiff were to turn someone down from his partnership program, he wouldn't then also accept their content, as opposed to YouTube engorging the profits off the content that they deem "inadequate" for a user to profit from but perfectly adequate enough for GooTube to profit from. Alternatively, Plaintiff will completely buy out the rights to a content creator's content and then display it on BetterStream.com. Plaintiff may also share revenue or share ad placement, which would also be legitimate; however, he contends that it would not be legitimate for him to have people labor to create content for his site for free--even if they were willing to do so--and not at least allow them the option to monetize their share of the site. Additionally, Plaintiff plans to advertise BetterStream.com on TV and through other mediums, as opposed to YouTube who relies solely on the advertising of its Laborers and the word of mouth generated thereof -- those same Laborers who are also solely responsible for creating the content on YouTube.com.

14.8 Plaintiff calls this Honorable Court's attention to the very length of this Complaint and the detail in which it is forced to account for Defendants' wrongdoing and the surrounding proof of said wrongdoing, as evidence of the level of Defendants' acute intent in their wrongdoing. Plaintiff contends that is the very nature of GooTube's stratagem of operation to make it conducive for them to commit a multitudinous legion of wrongful acts and omissions, in a manner too multifarious to account for, which underpins the system by which they unjustly benefit while simultaneously and collaterally buttressing their defense. In other words, GooTube cascades an array of mini frauds throughout their entire operation to make it unfeasible for those wronged by GooTube to assemble the accounts of GooTube's unlawful conduct into a Complaint. And Plaintiff asserts great emotional distress as a direct and highly foreseeable result of Defendants' unlawful conduct which gave Plaintiff no option but to litigate its resolution.

14.9 Over a year ago, Plaintiff proudly--and many people will confirm the proudly--wore a long sleeve shirt proclaiming his channel on YouTube.com's website; however, Plaintiff now feels stupid and ashamed if he wears that same shirt in the privacy of his own bedroom. Said shirt may become an exhibit in this case.

XV. SPECIFIC OR ADDITIONAL ALLEGATIONS OF MONETARY DAMAGES

15.1 UNPAID SHARES:

Defendants owe Plaintiff between \$200,000 and an estimated \$3.6 million for unpaid shares, in accordance with the Securities and Exchange Act and other state and federal law.

15.2 CONTENT & TRAFFIC ENGORGEMENT:

In the unreasonable time it took YouTube to "process" Plaintiff's application to the YouTube Partner Program, YouTube's delay tactics in the processing of Plaintiff's application allowed them to engorge themselves with millions of views from Plaintiff's creative content. The value of that traffic, according to Google's traffic prices, is approximately \$15 million dollars, given the \$7.50 cost per click ratio. Therefore, Defendants have engorged \$15 million in traffic from Plaintiff during their deceitful handling of said application, or a total of \$26 million worth of total traffic.

15.3 MINIMUM AND OPPRESSIVE WAGES (STATE AND FEDERAL):

Defendants have failed to compensate Plaintiff at minimum wage, or at any wage for that matter, in violation of state and federal minimum wage and fair wage laws.

(a) The State of Massachusetts deems a wage of less than \$8.00 per hour for any work to be an oppressive wage (M.G.L. c. 151 § 1). The State of California's minimum wage is also \$8.00 per hour. Federal minimum wage is \$5.85 per hour.

(b). Plaintiff has worked approximately 2,000 hours on behalf of Defendants, and/or to the betterment of Defendants, doing such work as, inter alia, creating content for YouTube.com, adding said content to YouTube.com, and managing his webpages on YouTube.com. At state minimum wage standards, Defendants would owe Plaintiff \$16,000 in unpaid wages. At federal minimum wage standards, Defendants would owe Plaintiff \$12,000 in unpaid wages. Of course, Plaintiff would never accept minimum wage for creating tens of thousands of dollars worth of raw content with thousands of dollars worth of his own equipment and software. A minimum fair wage commensurate with Plaintiff's type of labor would be at least \$50 to \$150 dollars per hour. At the low end of the spectrum--at \$50 per hour--Defendants' would owe Plaintiff \$100,000 dollars in fair unpaid wages.

(c). Plaintiff is either an employee owed \$100,000 in unpaid wages and other benefits, or an independent traffic aggregator worth approximately \$15 million or \$26 million by Google's standards. Plaintiff contends that he is an independent content creator/traffic aggregator owed either \$15 or \$26 million in unpaid traffic aggregation -- depending on whether the Court starts the traffic count after Plaintiff's application to the YouTube Partner Program or, in the \$26 million case, if the Court considers the totality of traffic which is the standard in which Google would charge Plaintiff, and the standard in which Plaintiff contends GooTube should be held equally accountable under.

15.4 CAN-SPAM ACT VIOLATIONS:

(a). Defendants induced, conspired with, and/or aided multiple porn SPAMMERS-- such as those promoting www.Camazon.com--in their unlawful SPAM of Plaintiff.

(b). Defendants have sent Plaintiff over 500 SPAM emails with links to said porn SPAM, in violation of the CAN-SPAM Act and/or in violation of other state and federal laws

against SPAMMING. The quantity of said SPAM emails sent by Defendants was at least 500 to approximately 1,500. At 500 SPAM's, Defendants owe Plaintiff \$5.5 million (\$5,500,000) in federal statutory fines. Any assertion of indemnification by Defendants to the SPAMMERS would allow Plaintiff to add the SPAMMERS, such as www.Camazon.com, as parties in this action.

15.5 By virtue of their conduct as set forth in this Complaint, Defendants have deprived Plaintiff of the benefit of their bargains and breached the Implied Covenant of Good Faith and Fair Dealing in their agreements, contracts, and promulgations.

15.6 Defendants have been Unjustly Enriched by the benefit they received, and have retained the benefit they received.

15.7 Plaintiff seeks restitution and disgorgement of the profit--or the benefit--that Defendants have derived from their unlawful conduct described herein this Complaint.

PRAYER FOR RELIEF

Wherefore, Plaintiff respectfully requests this Honorable Court for the following relief:

- A. An award ranging from a minimum of \$1.75 million (\$1,750,000) to \$26 million (\$26,000,000) for Plaintiff's aggregated traffic (over 3.5 million page views) on YouTube.com.
- B. An award of \$200,000 for emotional distress and time wasted by Defendants, for reasons not nearly limited to Defendants' scheme of non-communication and delay tactics in their correspondence as well as their general emotionally distressing-manner of operation.
- C. An award ranging from a minimum of \$12,000 to \$100,000 or greater in unpaid wages to be awarded only if the award in paragraph A of the Prayer For Relief is not awarded as requested.

D. A disengagement award--the value of which to be determined by this Court and/or by Plaintiff in discovery--for, but not limited to for, the revenue which Defendants have engorged by breaking the DMCA to profit Partners; the revenue which Defendants have engorged by using Plaintiff's traffic to build YouTube.com's value and advertise revenue-sharing Partners as well as advertise other content on YouTube.com; the revenue which Defendants have engorged by way of Plaintiff's traffic; the revenue which Defendants have engorged through sponsor advertisements in connection with Plaintiff's content, of which Defendants shared nothing with Plaintiff; and the revenue which Defendants have engorged through stock gains, and/or the revenue which Defendants have engorged through their effectual practice of unlawful taxing.

E. An award of \$40,000 for Defendants' unpaid leases on Plaintiff's content.

F. An award of \$25,000 for YouTube's breach of their TurboTax contest terms in not allowing Plaintiff's contest entry to be included in the vote.

G. An award of \$25,000 for YouTube's breach of their Sketchies Contest terms, which cost Plaintiff the chance to win the prize money for his labors.

H. And award of \$20,000 for not featuring Plaintiff's Celebrities video--or any other video of Plaintiff's. If awarded, Plaintiff still grants YouTube the right to feature his Celebrities video and wholly retain the revenue earned from the featuring of said video.

I. An award of \$5.5 million in statutory damages for violations of the CAN-SPAM Act and/or other state and federal laws against SPAMMING, or any less or greater award deemed by statutes.

J. An award of restitution--to be determined by this Court and/or by Plaintiff--for 'Forced Labor' and/or induced labor. Half of said restitution award--if awarded for 'Forced Labor'

in accordance with Massachusetts law--to go to Plaintiff, and the other half to be deposited into the Victims of Human Trafficking Trust Fund established by Massachusetts law.

K. An award of Treble Damages for all of Plaintiff's damages which are deemed to be the result of Defendants' antitrust violations or any other unlawful conduct by Defendants that is established by law to be awarded at a trebled ratio.

L. An award of compensatory damages, and any sequential and incidental damages and costs suffered by Plaintiff due to Defendants' wrongful conduct as described herein.

M. An award of reasonable attorney's fees and costs of suit.

N. An award of \$50,000 for the great emotional distress Plaintiff endured in unnecessarily having to prepare this lengthy Complaint (as well as in the litigation stages which would've preceded this award) and because the issues of this Complaint could've easily been solved by the wanton Defendants, and this lawsuit prevented, if Defendants had exerted the slightest effort and/or minimal courtesy of attempting to resolve these issues. Defendants' wanton disregard for attempting to solve the issues of this Complaint is also incorporated into the rationale for Plaintiff's request for an award of punitive damages below in Paragraph O of the Prayer for Relief.

O. AN AWARD OF PUNITIVE (/COMPENSATORY) DAMAGES:

1. Everything GooTube does in the way of building their business, they do with such an inordinate amount of forethought that it makes their competitors look like dolts; and it is for the reason that GooTube acts with knowledge, that Gootube's failure to rectify the issues with Plaintiff or provide him with any consideration whatsoever was intentionally, maliciously, and/or systemically schemed and such future behavior must be deterred with punitive damages.

2. Plaintiff requests that this Court award punitive damages in a sum of \$302 million (\$302,000,000) dollars, which Plaintiff believes may begin to deter Defendants' unlawful dealings. Plaintiff asks that only \$2 million (\$2,000,000) dollars be awarded himself, or any other higher amount deemed just and equitable by this Court, and that the other \$300 million (\$300,000,000) dollars be awarded and split between the 9,000 independent YouTube Laborers/account holders with the highest views--who are not corporate entities but rather independent content creators--because YouTube.com (and Video.Google.com) are the most viewed entertainment/video websites (and "TV networks") in the world as a direct result of the labors of GooTube's unpaid independent content creators who are mostly living below the poverty line, despite their having collectively built a multi-billion-dollar entertainment/video regime that will never be forgotten.

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DATED THIS _____ DAY OF JULY, 2008.

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