

jurisdiction and because a substantial part of the events, actions, and omissions giving rise to the claims occurred in this jurisdiction.

II. PLAINTIFFS

4. Ms. Denise R. Fix (“Ms. Fix”) is a natural person who resides at 226 Main Street, Groveland Massachusetts.
5. Ms. Fix is owns and operates a psychic business and hosts a radio broadcast show on WRKO.
6. Ms. Fix has fostered several children for fifteen (15) years with Communities for People, Somerville, Massachusetts.
7. Ms. Fix is co-author of THE BINKY FAIRY a/k/a THE PACI PIXIE, Copyright Registration Number PAu003133964. Exhibit A.
8. Ms. Katie L. Boltas (“Ms. Boltas”) is a natural person who resides at 149 Park Street, Apartment # 3, Beverly Massachusetts.
9. Ms. Boltas is a full-time student.
10. Ms. Boltas is the original voice for THE BINKY FAIRY Song Work and is co-author of THE BINKY FAIRY Works by assignment. Exhibit B.

III. DEFENDANTS

11. Ms. Cheryl Hajjar is a natural person, who upon information and belief resides at 118 Thoreau Way #606 Lawrence, MA 01843.
12. Ms. Hajjar believed to be a singer and song writer and is the principal and Manager of Indigo Magic, LLC.
13. Ms. Hajjar is co-author of THE BINKY FAIRY, aka THE PACI PIXIE.

14. Indigo Magic, LLC is a Massachusetts limited liability company with a principal place of business at 118 Thoreau Way #606 Lawrence, MA 01843.
15. Indigo Magic, LLC was created on or about November 4, 2008.
16. Amy Perrault is a natural person, who upon information and belief resides in Plaistow, New Hampshire.
17. Steven Perrault is a natural person, who upon information and belief resides in Plaistow, New Hampshire.
18. Steven and Amy Perrault upon information and belief are husband and wife.
19. Mr. Perrault upon information and belief is cousin to Ms. Hajjar.

IV. THE ORIGINAL CO-AUTHORED WORK: THE BINKY FAIRY

20. As a foster parent and mother of four (4), Ms. Fix spent a good deal of time helping children overcome common rites of passage, including giving up their pacifiers (a/k/a “binkies” or “pacies”) and learning to use the toilet.
21. Ms. Fix and Ms. Hajjar initially became acquainted when Ms. Hajjar sought Ms. Fix’s services as a psychic in early 2007.
22. In Spring 2007, Ms. Fix and Ms. Hajjar began discussing the creation of a series of Works to help toddlers give up their pacifier; use the toilet; learn to use a bed; give up blankets, or “blankies;” and learn to use adult drinking cups.

23. On June 12, 2007 Ms. Fix, Ms. Boltas and Ms. Hajjar entered into a written contract. EXHIBIT B.
24. This agreement stated that the parties agreed to “retain the rights of THE BINKY FAIRY and all its entities and derivatives resulting from this idea in the following percentages: Ms. Hajjar (40%), Ms. Fix (%40) and Ms. Boltas (20%). EXHIBIT B.
25. Ms. Fix authored the song lyrics and book prose of the Works.
26. Ms. Fix created the setting and page layout illustrations in THE BINKY FAIRY book.
27. Ms. Fix created the original BINKY FAIRY characters, including characters originally known as KIRA, THE POTTY FAIRY, THE BEDTIME FAIRY, THE BLANKET FAIRY, and THE BUBBA FAIRY.
28. Ms. Hajjar contributed her songwriting abilities to the Works.
29. Ms. Boltas contributed her voice to the recording of the audio book Work.
30. Ms. Fix designed the Fairies as diverse toddler-like beings so that children from all backgrounds would be able to identify with the fairies and the story they told.
31. Mr. Steven Perrault possessed a computer design program, which Ms. Fix used to create the characters and illustrate the Work.
32. Ms. Fix directed Mr. Perrault, who operated the computer design program at her direction, in the design and creation of the illustrated Works.
33. Ms. Boltas provided her voice on the original BINKY FAIRY audio book, recording the Work at Ms. Hajjar’s home in the Summer of 2007.

34. Ms. Fix, Ms. Boltas and Ms. Hajjar all contributed editorial services to merge and complete the Works.
35. On August 8, 2007, a MySpace page was created to represent Binky Magic Enterprises, a company founded by Ms. Fix and Ms. Hajjar and advertising the original BINKY FAIRY song. EXHIBIT C.
36. The MySpace account states as follows under the “Bio” Section:
- “.....**Binky Magic Enterprises** was founded in early 2007 by psychic medium/foster parent **Ms. Fix** and Nashville songwriter **Ms. Hajjar**. .. The company focuses on nursery rhymes and storybooks for children. Our mission is to bring back the magic in our children's lives by focusing on songs and stories encompassing moral development and teaching them to respect themselves, others and nature. .. The response has been overwhelming for our products and goal is to have our first nursery rhyme available for retail by mid- fall 2007. .. Please stay tuned for where you can purchase these wonderful items for your children. Thank you for coming to our page and remember to always believe in the magic!! ~The Binky Girls....” EXHIBIT C [Emphasis added].
37. The MySpace page lists the “Founding Members” as Ms. Fix and Ms. Hajjar. EXHIBIT C.
38. On August 14, 2007 the domain name www.binkymagic.com was registered to BINKY MAGIC ENTERPRISES. EXHIBIT D.
39. BINKY MAGIC ENTERPRISES is the business entity Ms. Fix and Ms. Hajjar organized to launch the Works. EXHIBIT E.
40. On August 18, 2007 the following persons met and signed a Confidentiality Agreement regarding discussion of the Works: Denise Fix, Ms. Hajjar, Amy Perrault, Steve Perrault, Tara Rodgers, and Tom Gedrich. EXHIBIT F.

41. Upon information and belief, the August 18, 2007 meeting was held at Mr. and Mrs. Perrault's home in New Hampshire.
42. The purpose of the August 18, 2007 meeting was to discuss the promotion and marketing of THE BINKY FAIRY Works and to further develop a business plan for BINKY MAGIC ENTERPRISES.
43. Until at least as late as May 2011, THE BINKY FAIRY song was advertised under the "Music" Section of the MySpace Page referenced in Paragraph 35 of this Complaint.
44. In the Fall of 2007 Ms. Hajjar and Ms. Fix went to see an attorney in Boston with the complete illustrated book, the complete audio book, the complete song as well as a prototype doll.
45. The parties discussed the marketability of the Works and sought to identify potential investors to market the Works.
46. At no point during the creation of THE BINKY FAIRY Works did Mrs. Perrault possess decision-making authority regarding THE BINKY FAIRY Works, nor did she make any independently copyrightable contributions.
47. In late 2007, Ms. Hajjar approached Ms. Fix to oust Ms. Boltas from the contract and replace her with Ms. Perrault.
48. Ms. Fix refused Ms. Hajjar's proposition.
49. Ms. Hajjar then informed Ms. Fix that Mr. Perrault refused to give the women access to the illustrations that were saved on his computer.

50. Ms. Hajjar told Ms. Fix that Ms. Fix would have to redo the illustrations and they would move forward with publication of THE BINKY FAIRY Works and BINKY MAGIC ENTERPRISES when the illustrations were complete.
51. Plaintiffs were lead to believe that Mr. Perrault's refusal to allow access to the computer and the illustrated Works also applied to Ms. Hajjar and that nothing would move forward until Plaintiffs were able to recreate the illustrations.
52. Plaintiffs searched for an artist to redo the illustrations and characters for THE BINKY FAIRY Works, believing that Ms. Hajjar was also barred by Mr. Perrault and that the illustrations captured on Mr. Perraults' computer were lost to them all.
53. Plaintiffs retained an artist who began working on the main character, KIRA.

V. THE INFRINGING WORK: THE PACI PIXIE

54. A work entitled, THE PACI PIXIE was published by Big Tent Publishing on or about December 14, 2009. ("THE PACI PIXIE Works").
55. Ms. Fix and Ms. Boltas became aware of THE PACI PIXIE Works approximately in May 2011 when Ms. Fix came across the Work on the local store shelves.
56. THE PACI PIXIE Works include the illustrated children's book, accompanied by an audio book and song.

57. THE PACI PIXIE Works used all of the illustrations that Plaintiffs believed, based on Ms. Hajjar's statements, Mr. Perrault had withheld from them back in 2007.
58. THE PACI PIXIE Works used the same exact prose and illustrations as those used in THE BINKY FAIRY Works.
59. THE PACI PIXIE characters are the same as those in THE BINKY FAIRY Works, the only difference being the substitution in each characters name with "PIXIE" in place of "FAIRY."
60. KIRA became THE PACI PIXIE; THE POTTY FAIRY became THE POTTY PIXIE; THE BEDTIME FAIRY became THE BEDTIME PIXIE; THE BLANKET FAIRY became THE BLANKET PIXIE; and THE BUBBA FAIRY became THE BUBBY PIXIE.
61. With the exception of the name changes, THE PACI PIXIE Works were identical to THE BINKY FAIRY Works that Ms. Fix and Ms. Hajjar had taken to Boston, MA in order to market the Works together in 2007.
62. THE PACI PIXIE Works claim Ms. Hajjar and Amy Perrault as co-authors and Steven Perrault as Illustrator of the Work.
63. Ms. Hajjar filed a registration with the U.S. Copyright Office claiming credit for THE PACI PIXIE Works as song writer and co-author.

EXHIBIT G & H.
64. Amy Perrault filed a registration with the U.S. Copyright Office claiming credit for THE PACI PIXIE Works as co-author. EXHIBIT H.

65. Steven Perrault filed a registration with the U.S. Copyright Office claiming credit for THE PACI PIXIE Works as illustrator. EXHIBIT I.
66. Steven Perrault did not illustrate the Works.
67. Amy Perrault did not co-author the Works.
68. Upon review of the Defendant's website, www.indigopixies.com, the Plaintiffs observed that the characters known as THE POTTY PIXIE, THE BEDTIME PIXIE, THE BUBBA PIXIE and THE BLANKET PIXIE are identical to the original characters created by Ms. Fix.
69. Since its publication in 2009, THE PACI PIXIE has been featured in the March 2011 publication of *Parents Magazine* and was been awarded The Mom's Choice Award.
70. THE PACI PIXIE has also been featured in *The Eagle Tribune*, numerous parenting blogs, children's book reviews and website promotions of popular children's books.
71. THE PACI PIXIE Works have sold out of their First Edition publication, offered on Amazon.com, www.indigopixies.com, and at least two local bookstores, including Sun Coast Books in Methuen, Massachusetts.
72. Defendant's announced their attendance of the 2011 Licensing International Expo in June 2011 held in Las Vegas, Nevada.
73. As of May 1, 2009 THE PACI PIXIE Works are published by Indigo Magic, LLC.
74. Since Defendants' return, THE PACI PIXIE Works have resumed distribution via the Defendant's website, www.indigopixies.com.

75. Upon information and belief, Plaintiffs estimate more than 1,000 copies of THE PACI PIXIE Works have been distributed to date.
76. The listing price for a copy of THE PACI PIXIE is \$19.95. EXHIBIT J.
77. On May 26, 2011 Plaintiff's sent Defendants cease and desist letters. EXHIBITS K-1, K-2 & K-3.
78. Plaintiffs entered into good faith negotiations with the Ms. Hajjar and Indigo Magic, LLC through their attorney, Gary Smith, to resolve this matter without litigation but have met delays and disingenuous offers of compromise.
79. Plaintiffs have had no response from Steven Perrault or Amy Perrault.
80. Plaintiffs' believe that pursuing their rights before this Court is their only remaining option.

VI. **ALLEGATIONS**

COUNT I – COPYRIGHT INFRINGEMENT – STEVEN & AMY PERRAULT
17 U.S.C. SECTION 114

81. Plaintiff re-pleads and re-alleges each and every allegation of paragraphs 1 through 80, inclusive, as if specifically plead herein.
82. Plaintiffs are copyright owners of THE BINKY FAIRY Works, Copyright Registration Number PAu003133964, a copy of which is attached as Exhibit A.
83. Defendants' unauthorized digital transmission, copying, and downloading, and/or copying by other means, of THE BINKY FAIRY characters, illustrations, song and literary works directly infringes Plaintiffs' copyright in THE BINKY FAIRY Works.

84. Amy Perrault reproduced and distributed for sale THE BINKY FAIRY Works under the name THE PACI PIXIE without the Plaintiffs' authorization, directly infringing Plaintiffs' exclusive rights under 17 USC § 114.
85. Steven Perrault reproduced and distributed for sale THE BINKY FAIRY Works under the name THE PACI PIXIE without the Plaintiffs' authorization, directly infringing Plaintiffs' exclusive rights under 17 USC § 114.
86. Indigo Magic, LLC reproduced and distributed for sale THE BINKY FAIRY Works under the name THE PACI PIXIE without the Plaintiffs' authorization, directly infringing Plaintiffs' exclusive rights under 17 USC § 114.
87. Defendants' infringement of the Plaintiffs' copyrights in THE BINKY FAIRY Works has damaged Plaintiffs in an amount to be proven at trial.
88. Defendants' had access to the Works.
89. The infringing Works, THE PACI PIXIE Works, are virtually identical to Plaintiffs' BINKY FAIRY Works.
90. Defendants' infringement was willful.
91. Plaintiffs have been harmed and continue to suffer harm as a result of the Defendants' continued infringement of their rights.

COUNT II – FAILURE TO ACCOUNT FOR PROFITS – CHERYL HAJJAR

92. Plaintiffs re-pleads and re-alleges each and every allegation of paragraphs 1 through 91, inclusive, as if specifically plead herein.

93. The Works at issue in this case are joint works under the 1976 Copyright Act 17 U.S.C. § 201.

94. Ms. Fix is a co-author of the Works by virtue of her independent contributions to the Works and by contract. EXHIBITS A & B.

95. Ms. Boltas is a co-owner of the copyrights in the Works by virtue of contract. EXBIHIT B.

96. The Defendants are profiting from the sale and distribution of the Works under the name THE PACI PIXIE.

97. As co-authors and thus tenants in common, the Plaintiffs are entitled to an accounting and their share of the profits.

98. To date, the Plaintiffs have received no accounting from Ms. Hajjar, the remaining co-author although such an account was requested. EXHIBIT M-1.

99. The Plaintiffs have been harmed and continue to suffer harm due to Ms. Hajjar and Indigo Magic, LLC refusal to provide an accounting of profits.

100. The Plaintiffs have been harmed and continue to suffer harm due to Ms. Hajjar and Indigo Magic, LLC refusal to make equitable distribution of said profits.

**COUNT III – UNFAIR COMPETITION UNDER THE LANHAM ACT,
PASSING OFF – STEVEN & AMY PERRAULT**

101. Plaintiff re-pleads and re-alleges each and every allegation of paragraphs 1 through 100, inclusive, as if specifically plead herein.

102. The Works originated with the Plaintiffs and Defendant Cheryl Hajjar as authors of the Works.

103. Defendant, Amy Perrault, has misrepresented the Plaintiffs' goods her own and is selling the Plaintiffs' goods under her name by falsely claiming co-authorship of the Works.
104. Ms. Perrault's false designation of origin has caused and continues to cause consumer confusion as to the origin of the Works.
105. Defendant, Steve Perrault, has misrepresented the Plaintiffs' goods his own and is selling the Plaintiffs' goods under his name by falsely claiming illustration of the Works.
106. Mr. Perrault's false designation of origin has caused and continues to cause consumer confusion as to the origin of the Works.
107. The Plaintiffs have been harmed and continue to suffer harm by the Defendants falsely taking credit for their expressive and artistic work.

COUNT IV – FALSE ADVERTISING UNDER THE LANHAM ACT
43(a)(1)(B)- ALL DEFENDANTS

108. Plaintiff re-pleads and re-alleges each and every allegation of paragraphs 1 through 107, inclusive, as if specifically plead herein.
109. The Defendants collectively have used and continue to use a false or misleading description and representation of fact by attributing authorship of the Works to Ms. Perrault.
110. The Defendants collectively have used and continue to use a false or misleading description and representation of fact by attributing illustrations of the Works to Mr. Perrault.
111. The Works are currently being sold by the Defendants using this false and misleading description of fact in interstate commerce.

112. The Defendants are promoting the Works using this false and misleading description of fact in commercial advertising and promotions, such as book signings;

113. The Defendants' misattribution of the authorship and illustrations of the Works to Mr. and Mrs. Perrault misrepresents the nature, quality and origin of the Works to the consuming public.

114. Plaintiffs have been harmed by and continue to suffer harm from the damage caused by the Defendants' acts.

**COUNT V – UNFAIR COMPETITION UNDER SECTION 93A SECTION 11 –
ALL DEFENDANTS**

115. Plaintiff re-pleads and re-alleges each and every allegation of paragraphs 1 through 114, inclusive, as if specifically plead herein.

116. Defendants participated in unfair methods of competition and unfair or deceptive acts or practices in their conduct by maliciously plotting to knowingly deny Plaintiffs not only of credit and attribution for Plaintiffs' contributions to the Works, but also from the profits derived thereof.

117. Both Plaintiffs and Defendants are engaged in trade and commerce.

118. Defendants conspired together to oust Ms. Boltas from her rightful share of the profits derived from the Works and approached Ms. Fix to attempt to get her consent to breach the contract with Ms. Boltas.

119. Defendants conspired to breach the contract with Ms. Boltas in order to give Ms. Perrault a share of the profits from the Works.

120. When Ms. Fix refused to oust Ms. Boltas and put Ms. Perrault in her place, the Defendant Mr. Perrault refused to allow the Plaintiffs access to the illustrations. At the time this refusal was represented by Ms. Hajjar as being applied to all of the women: Ms. Hajjar, Ms. Fix and Ms. Boltas.
121. Defendants purposefully hid their intention to deny Plaintiffs credit and profits from the work until the Works, specifically the illustrations, were complete and they no longer had use for the Plaintiffs.
122. While Ms. Fix and Ms. Boltas searched for an artist to recreate the illustrations and characters, Defendants moved ahead with the publication, cutting the Plaintiffs out entirely.
123. To date, Defendants have by virtue of their silence and non-response refused to provide Plaintiffs with an accounting of profits made from the Works.
124. Defendants have by virtue of their silence and non-response refused to provide Plaintiffs with an equitable distribution of profits made from the Works.
125. Defendants are seeking and reaping profits based on use of the above described unfair competition methods;
126. Had Plaintiffs known of Defendants intent to completely cut them out of the promotion and sale of the Works, contrary to their signed agreement, Plaintiffs would have acted differently to protect their interests.

127. Plaintiff, Ms. Fix relied on Defendant, Ms. Hajjar's representations that the Works would be published as planned with Ms. Fix as co-author and illustrator.

128. Plaintiff, Ms. Boltas relied on Defendant, Ms. Hajjar that she would receive twenty-percent of the profits from the Works in return for her voice in the audio book Work.

129. By failing to attribute Ms. Fix as co-author in the published Works Ms. Hajjar and Indigo Magic LLC have caused Ms. Fix to not be credited for her copyright protected contributions to the Works.

130. By failing to honor the terms of the contract Ms. Hajjar signed with the Plaintiffs, Ms. Hajjar has caused Ms. Boltas to lose her share of the profits from the Works.

131. Plaintiffs have been harmed by and continue to suffer harm from the damage caused by the Defendants' acts.

COUNT VI – BREACH OF CONTRACT – CHERYL HAJJAR

132. Plaintiff re-pleads and re-alleges each and every allegation of paragraphs 1 through 131, inclusive, as if specifically plead herein.

133. The parties entered into a contract. EXHIBIT B.

134. The Plaintiffs were ready, willing, and able to perform under that contract.

135. The Defendant, Ms. Hajjar, breached that contract.

136. The Plaintiffs have sustained and continue to sustain damages because of that breach.

**COUNT VII – INTERFERENCE WITH AN ADVANTAGEOUS
RELATIONSHIP – STEVEN & AMY PERRAULT**

137. Plaintiff re-pleads and re-alleges each and every allegation of paragraphs 1 through 136, inclusive, as if specifically plead herein.
138. Plaintiffs and Ms. Hajjar entered into a contract to share profits derived from the Works and their derivatives. EXHIBIT B.
139. Plaintiffs and Ms. Hajjar were involved in a business relationship together.
140. Defendant Amy Perrault had knowledge of this business relationship and contract by virtue of her familial relationship with Ms. Hajjar and her husband, Mr. Perrault's, assistance with the computer software used to bring Ms. Fix's illustrations to life.
141. Defendant Steven Perrault had knowledge of this business relationship and contract by virtue of his familial relationship with Ms. Hajjar and his own assistance with the computer software to bring Ms. Fix's illustrations to life.
142. Mr. and Mrs. Perrault conspired with Ms. Hajjar to interfere with this business relationship and specifically with the contact between the parties.
143. Defendants approached Ms. Fix to convince her to breach the contract with Ms. Boltas, oust her from her profits, and insert Ms. Perrault in her place.
144. When Ms. Fix refused, Defendant Steven Perrault punitively refused the Plaintiffs access to the illustrations.

145. The harm and loss sustained by Plaintiffs is a direct result of Mr. and Mrs. Perrault's conduct and interference.

**COUNT VIII – INTERFERENCE WITH AN ADVANTAGEOUS
RELATIONSHIP – CHERYL HAJJAR**

146. Plaintiff re-pleads and re-alleges each and every allegation of paragraphs 1 through 145, inclusive, as if specifically plead herein.

147. Plaintiffs and Ms. Hajjar entered into a contract to share profits derived from the Works and their derivatives. EXHIBIT B.

148. Plaintiffs and Ms. Hajjar were involved in a business relationship together.

149. As a party to this contract and business relationship, Defendant Ms. Hajjar had knowledge of same.

150. Ms. Hajjar conspired with Mr. and Mrs. Perrault with to interfere with this business relationship, specifically with regard to Ms. Boltas.

151. Defendant Ms Hajjar approached Ms. Fix to convince her to breach the contract with Ms. Boltas, oust Ms. Boltas from her share of profits, and insert Ms. Perrault in Ms. Boltas' place.

152. When Ms. Fix refused, Ms. Hajjar conspired with Defendants Mr. and Mrs. Perrault to punitively refused the Plaintiffs access to the illustrations.

153. Defendants then moved forward with publication of the Works under the name PACI PIXIE and have refused to account for provide the Plaintiffs with their distributive share of the profits to date.

154. The harm and loss sustained by Plaintiffs is a direct result of Mr. and Mrs. Perrault's conduct and interference.

COUNT IX – CONVERSION

155. Plaintiff re-pleads and re-alleges each and every allegation of paragraphs 1 through 154, inclusive, as if specifically plead herein.

156. Defendants, Amy Perrault, Steven Perrault and Indigo Magic, LLC intentionally and wrongfully exercise control, ownership, or dominion over the Works at issue in this case.

157. The Works are the personal property of Ms. Fix and Ms. Boltas.

158. Defendants Amy Perrault, Steven Perrault and Indigo Magic, LLC have no legal right of possession, either at the time of exercising such control, ownership, or dominion or at the present time, as Plaintiffs never gave them permission to do so.

159. By making such public and irreversible claims to co-authorship and illustrations of the Works, Defendants Amy Perrault, Steven Perrault and Indigo Magic, LLC have used the Works in a way that seriously violates Ms. Fix and Ms. Boltas right to control its use.

160. The Plaintiffs have been harmed and continue to sustain harm because of the Defendants' acts.

COUNT X – UNJUST ENRICHMENT

161. Plaintiff re-pleads and re-alleges each and every allegation of paragraphs 1 through 160, inclusive, as if specifically plead herein.

162. By falsely claiming co-authorship, a benefit and enrichment was conferred upon Amy Perrault.
163. By falsely claiming to have illustrated the Works, a benefit and enrichment was conferred upon Steven Perrault.
164. The retention of that benefit and enrichment results in a detriment to both Ms. Fix and Boltas.
165. The circumstances under which the Defendants obtained said credit make the retention of that benefit are rooted in deceit and are unjust.

JURY DEMAND

The Plaintiffs demand a trial by jury.

PRAYER FOR INJUNCTIVE RELIEF

WHEREFORE, Plaintiffs respectfully demand judgment in their favor as follows:

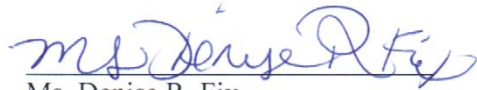
166. Ordering Defendant, Ms. Hajjar, to render an accounting to Plaintiffs for any and all gains, profits, and benefits derived in connection with the Works from 2007 to present so that all such amounts be deemed to be held in constructive trust for Plaintiffs;
167. Ordering Defendants, Amy Perrault, Steven Perrault and Indigo Magic, LLC to render an accounting to Plaintiffs for any and all gains, profits, and benefits derived in connection with Defendant's willful infringement of THE BINKY FAIRY Works from 2007 to present so that all such amounts be deemed to be held in constructive trust for Plaintiffs;
168. Awarding Plaintiffs statutory damages for Defendants Indigo Magic, LLC, Steven Perrault and Amy Perrault under 17 U.S.C. § 504.

169. Awarding Plaintiffs actual damages for Defendants', Indigo Magic, LLC, Steven Perrault and Amy Perrault, copyright infringement;
170. Awarding Plaintiffs the profits realized by all Defendants as a result of their infringement of Plaintiffs' copyrights to THE BINKY FAIRY Works;
171. Awarding Plaintiffs costs and expenses incurred in pursuing this action, including but not limited to attorneys' fees.
172. Awarding Plaintiffs further and additional relief as this Court deems just and equitable.

INDIVIDUAL VERIFICATION

I, Ms. Denise R. Fix, a competent person of the full age of majority, declare under the pains and penalties of perjury:

1. I am a Plaintiff in this case.
2. I have read this complaint attached hereto and know the contents thereof and the same are true to my knowledge, except for those matters therein states to be alleged on information and belief, and as to those matters, I believe them to be true.


Ms. Denise R. Fix

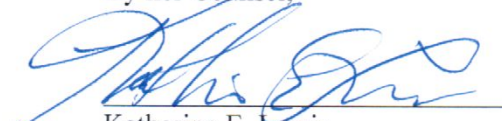
Dated:

Dec 5, 2011

WHEREFORE, Plaintiff Ms. Denise R. Fix seeks the relief requested above as well as an awarded of pre-judgment interest, post-judgment interest, attorney's fees and costs, and any other form of relief that this Honorable Court deems just and proper.

Dated: 12/12/11

Plaintiff Ms. Denise R. Fix,
By her Counsel,



Katherine E. Lewis

A BBO # **676313**
Lewis Law Offices
581 7th Street
Brooklyn, New York 11215
(203) 464-9698
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INDIVIDUAL VERIFICATION

I, Katie L. Boltas, a competent person of the full age of majority, declare under the pains and penalties of perjury:

1. I am a Plaintiff in this case.
2. I have read this complaint attached hereto and know the contents thereof and the same are true to my knowledge, except for those matters therein states to be alleged on information and belief, and as to those matters, I believe them to be true.


Katie L. Boltas

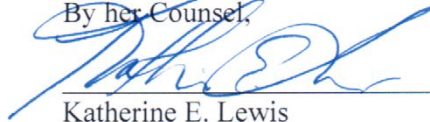
Dated:

Dec 5, 2011

WHEREFORE, Plaintiff Katie L. Boltas seeks the relief requested above as well as an awarded of pre-judgment interest, post-judgment interest, attorney's fees and costs, and any other form of relief that this Honorable Court deems just and proper.

Dated: *12/12/11*

Plaintiff Katie L. Boltas,
By her Counsel,



Katherine E. Lewis
A BBO # *676313*
Lewis Law Offices
581 7th Street
Brooklyn, New York 11215
(203) 464-9698
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CERTIFICATE OF SERVICE

I, Katherine E. Lewis, hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing and paper copies will be sent to those indicated as non-registered parties on December 12, 2011.

Dated: December 12, 2011



Katherine E. Lewis