

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

BEDFORD, FREEMAN & WORTH PUBLISHING
GROUP, LLC d/b/a MACMILLAN LEARNING,
CENGAGE LEARNING, INC., ELSEVIER INC.,
MCGRAW HILL LLC, and PEARSON EDUCATION,
INC.,

Plaintiffs,

v.

DOES 1 – 28 d/b/a ALLTEXTBOOKPRO.COM,
ALVACENTRAL.COM,
AMAZINGSAVINGS.STORENVY.COM,
BASEOFBOOKS.COM, BOOKGTM.COM,
BYETEXTBOOK.COM, EBOOKBIGSALES.COM,
EBOOKKISS.COM, EBOOKS4SALES.COM,
EBOOKSGIFT.COM, EBOUKS.COM,
ELIBRARYSHOP.COM, FENDICI.COM,
GENTERBOOK.COM,
GILBERTZZ.MYSHOPIFY.COM, INMSLIDE.COM,
KITUDO.COM, KYLETSHIRTS.COM,
METROPOLISHAVEN.COM,
MYTEXTBOOKS.ORG,
OHMYMART.MYBIGCOMMERCE.COM,
RAPOPOUT.STORE, SNAPJAMBOOKS.COM,
STIZASTORE.COM, STORESALESOFF.COM,
TESTBANKSTORAGE.COM,
TOMASIZH.MYSHOPIFY.COM, and
ZBOOKBIG.COM,

Defendants.

Civil Action No.

COMPLAINT FOR:

- 1. COPYRIGHT
INFRINGEMENT
(17 U.S.C. § 101, *et seq.*); and**
- 2. TRADEMARK
INFRINGEMENT AND
COUNTERFEITING
(15 U.S.C. § 1114)**

DEMAND FOR JURY TRIAL

Plaintiffs Bedford, Freeman & Worth Publishing Group, LLC d/b/a Macmillan Learning, Cengage Learning, Inc., Elsevier Inc., McGraw Hill LLC, Pearson Education, Inc. (collectively, “Plaintiffs”), by and through their undersigned counsel, hereby file their Complaint against Defendants Does 1 – 28 (collectively, “Defendants”), doing business as, respectively, alltextbookpro.com, alvacentral.com, amazingsavings.storenvy.com, baseofbooks.com, bookgtm.com, byetextbook.com, ebookbigsales.com, ebookkiss.com, ebooks4sales.com, ebooksgift.com, ebouks.com, elibraryshop.com, fendici.com, genterbook.com, gilbertzz.myshopify.com, inmslide.com, kitudo.com, kyletshirts.com, metropolishaven.com, mytextbooks.org, ohmymart.mybigcommerce.com, rapopout.store, snapjambooks.com, stizastore.com, storesalesoff.com, testbankstorage.com, tomasizh.myshopify.com, and zbookbig.com (the “Infringing Sites” or “Sites”). Defendants operate infringing online bookstores selling digital, pirated copies of Plaintiffs’ copyrighted textbooks (“Infringing eBooks”). Defendants further infringe Plaintiffs’ Marks, as defined below, in connection with their sale and offering for sale of the Infringing eBooks. Plaintiffs allege as follows on personal knowledge as to matters relating to themselves and on information and belief as to all other matters.

NATURE OF THE CASE

1. Plaintiffs are providers of higher-education textbooks and tailored learning solutions in the United States. In the academic marketplace, Plaintiffs serve secondary, post-secondary, and graduate-level students, teachers, and/or learning institutions providing quality content and assessment material in physical, digital, and multi-media formats. Each year, they publish thousands of educational works.

2. Defendants are scofflaws. Defendants own, control, and/or operate multiple, illegal websites that are devoted to copyright and trademark infringement, in violation of Plaintiffs’

intellectual property rights. Without any authorization or license to do so, Defendants knowingly and intentionally reproduce Infringing eBooks, which are protected by U.S. copyright registrations, and sell and distribute those new copies to customers throughout the United States for their own profit.

3. Also, without any authorization or license to do so, Defendants knowingly and intentionally use identical or substantially indistinguishable reproductions of the trademarks and/or service marks that Plaintiffs own or exclusively control as described on **Exhibit B** (“Plaintiffs’ Marks” or “Marks”) in connection with Defendants’ infringing sales. Defendants’ trademark counterfeiting causes confusion among consumers, who, based on Defendants’ deceptive marketing, are led to believe that the Infringing eBooks originate from Plaintiffs.

4. Defendants rely on online advertising services, most notably those provided by Google and Microsoft, to offer consumers searching for Plaintiffs’ textbooks inexpensive and illegitimate copies of those textbooks. Defendants’ advertisements for their Infringing eBooks are often displayed prominently in search results and lure consumers away from legitimate sources of textbooks.

5. Hiding behind the anonymity of the internet, Defendants sell their Infringing eBooks through their Infringing Sites, without revealing and, indeed, actively concealing their true identities, including through the provision of false contact information.

6. Defendants’ infringing activity causes financial and reputational harm to Plaintiffs. Plaintiffs bring this action for injunctive relief and damages to stop and seek redress for Defendants’ knowing and willful copyright and trademark infringement.

PARTIES

The Plaintiff Publishers

7. Plaintiff Bedford, Freeman & Worth Publishing Group, LLC d/b/a Macmillan Learning (“Macmillan Learning”) is a New York limited liability company with its principal place of business at 120 Broadway, New York, New York 10271, and is wholly owned by Macmillan Holdings, LLC, also a New York limited liability company.

8. Cengage Learning Inc., formerly Thomson Learning Inc. (“Cengage”), is a Delaware corporation, with its principal place of business at 200 Pier Four Boulevard, Boston, Massachusetts 02210, as well as a long history of doing business in New York.

9. Plaintiff Elsevier Inc. (“Elsevier”) is a Delaware corporation, with its principal place of business at 230 Park Avenue, Suite 800, New York, New York 10169.

10. Plaintiff McGraw Hill LLC (“McGraw Hill”) is a Delaware limited liability company, with its principal place of business at 1325 Avenue of the Americas, 12th Floor, New York, New York 10019.

11. Plaintiff Pearson Education, Inc. (“Pearson”) is a Delaware corporation, with its principal place of business at 221 River Street, Hoboken, New Jersey 07030. Pearson has a long history of doing business in New York.

The Defendants

12. Defendant Doe 1 is a merchant who has reproduced, distributed, and sold Infringing eBooks through its Infringing Site alltextbookpro.com. The identity and location of Doe 1 are unknown to Plaintiffs.

13. Defendant Doe 2 is a merchant who has reproduced, distributed, and sold Infringing eBooks through its Infringing Site alvacentral.com. The identity and location of Doe 2 are unknown to Plaintiffs.

14. Defendant Doe 3 is a merchant who has reproduced, distributed, and sold Infringing

eBooks through its Infringing Site amazingsavings.storenvy.com. The identity Doe 3 is unknown to Plaintiffs. Amazingsavings.storenvy.com advertises on the Site that it operates out of New York, New York.

15. Defendant Doe 4 is a merchant who has reproduced, distributed, and sold Infringing eBooks through its Infringing Site baseofbooks.com. The identity and location of Doe 4 are unknown to Plaintiffs.

16. Defendant Doe 5 is a merchant who has reproduced, distributed, and sold Infringing eBooks through its Infringing Site bookGTM.com. The identity and location of Doe 5 are unknown to Plaintiffs.

17. Defendant Doe 6 is a merchant who has reproduced, distributed, and sold Infringing eBooks through its Infringing Site byetextbook.com. The identity and location of Doe 6 are unknown to Plaintiffs.

18. Defendant Doe 7 is a merchant who has reproduced, distributed, and sold Infringing eBooks through its Infringing Site ebookbigsales.com. The identity and location of Doe 7 are unknown to Plaintiffs.

19. Defendant Doe 8 is a merchant who has reproduced, distributed, and sold Infringing eBooks through its Infringing Site ebookkiss.com. The identity and location of Doe 8 are unknown to Plaintiffs.

20. Defendant Doe 9 is a merchant who has reproduced, distributed, and sold Infringing eBooks through its Infringing Site ebooks4sales.com. The identity and location of Doe 9 are unknown to Plaintiffs.

21. Defendant Doe 10 is a merchant who has reproduced, distributed, and sold Infringing eBooks through its Infringing Site ebooksgift.com. The identity and location of Doe

10 are unknown to Plaintiffs.

22. Defendant Doe 11 is a merchant who has reproduced, distributed, and sold Infringing eBooks through its Infringing Site ebouks.com. The identity Doe 11 is unknown to Plaintiffs. Ebouks.com advertises on the Site that it operates out of New York, New York.

23. Defendant Doe 12 is a merchant who has reproduced, distributed, and sold Infringing eBooks through its Infringing Site elibraryshop.com. The identity and location of Doe 12 are unknown to Plaintiffs.

24. Defendant Doe 13 is a merchant who has reproduced, distributed, and sold Infringing eBooks through its Infringing Site fendici.com. The identity and location of Doe 13 are unknown to Plaintiffs.

25. Defendant Doe 14 is a merchant who has reproduced, distributed, and sold Infringing eBooks through its Infringing Site genterbook.com. The identity and location of Doe 14 are unknown to Plaintiffs.

26. Defendant Doe 15 is a merchant who has reproduced, distributed, and sold Infringing eBooks through its Infringing Site gilbertzz.myshopify.com. The identity and location of Doe 15 are unknown to Plaintiffs.

27. Defendant Doe 16 is a merchant who has reproduced, distributed, and sold Infringing eBooks through its Infringing Site inmslide.com. The identity and location of Doe 16 are unknown to Plaintiffs.

28. Defendant Doe 17 is a merchant who has reproduced, distributed, and sold Infringing eBooks through its Infringing Site kitudo.com. The identity and location of Doe 17 are unknown to Plaintiffs.

29. Defendant Doe 18 is a merchant who has reproduced, distributed, and sold

Infringing eBooks through its Infringing Site kyletshirts.com. The identity and location of Doe 18 are unknown to Plaintiffs.

30. Defendant Doe 19 is a merchant who has reproduced, distributed, and sold Infringing eBooks through its Infringing Site metropolishaven.com. The identity and location of Doe 19 are unknown to Plaintiffs.

31. Defendant Doe 20 is a merchant who has reproduced, distributed, and sold Infringing eBooks through its Infringing Site mytextbooks.org. The identity and location of Doe 20 are unknown to Plaintiffs.

32. Defendant Doe 21 is a merchant who has reproduced, distributed, and sold Infringing eBooks through its Infringing Site ohmymart.mybigcommerce.com. The identity and location of Doe 21 are unknown to Plaintiffs.

33. Defendant Doe 22 is a merchant who has reproduced, distributed, and sold Infringing eBooks through its Infringing Site rapopout.store. The identity and location of Doe 22 are unknown to Plaintiffs.

34. Defendant Doe 23 is a merchant who has reproduced, distributed, and sold Infringing eBooks through its Infringing Site snapjambooks.com. The identity and location of Doe 23 are unknown to Plaintiffs.

35. Defendant Doe 24 is a merchant who has reproduced, distributed, and sold Infringing eBooks through its Infringing Site stizastore.com. The identity and location of Doe 24 are unknown to Plaintiffs.

36. Defendant Doe 25 is a merchant who has reproduced, distributed, and sold Infringing eBooks through its Infringing Site storesalesoff.com. The identity and location of Doe 25 are unknown to Plaintiffs.

37. Defendant Doe 26 is a merchant who has reproduced, distributed, and sold Infringing eBooks through its Infringing Site testbankstorage.com. The identity and location of Doe 26 are unknown to Plaintiffs.

38. Defendant Doe 27 is a merchant who has reproduced, distributed, and sold Infringing eBooks through its Infringing Site tomasizh.myshopify.com. The identity and location of Doe 27 are unknown to Plaintiffs.

39. Defendant Doe 28 is a merchant who has reproduced, distributed, and sold Infringing eBooks through its Infringing Site zbookbig.com. The identity and location of Doe 28 are unknown to Plaintiffs.

40. Once Plaintiffs obtain information as to the Doe Defendants' true identities, Plaintiffs will amend the Complaint to include such individuals or entities as named defendants.

JURISDICTION AND VENUE

41. This is an action arising under the Copyright Act, 17 U.S.C. § 101 *et seq.*, and the Lanham Act, 15 U.S.C. §§ 1051 *et seq.* As such, the Court has original subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338(a) and 15 U.S.C. § 1121.

42. The Court has personal jurisdiction over Defendants pursuant to N.Y. C.P.L.R. § 302(a)(1) and/or (3). Defendants have transacted business and/or contracted to supply goods in New York, and Plaintiffs' claims arise from those activities, and/or Defendants have committed tortious acts of infringement outside of New York causing injury to Plaintiffs in New York. In particular, Defendants offer to sell and sell their Infringing eBooks to consumers in New York, among other states, via highly interactive websites that are continuously accessible and target, sell, and/or deliver goods to consumers in New York. Further, through their online businesses, Defendants derive substantial revenue from interstate or international commerce, and Defendants

expected or reasonably should have expected their infringing acts to have consequences in New York, where three Plaintiffs have their principal place of business and the other two Plaintiffs do substantial business in New York as noted above. In the alternative to the above, the Court has personal jurisdiction over some or all of the Defendants under Federal Rule of Civil Procedure 4(k). In addition, the Court has general personal jurisdiction under N.Y. C.P.L.R. § 301 over any Defendants who are domiciled in New York, including, potentially, Does 3 and 11, who operate Infringing Sites that advertise New York, New York locations.

43. Venue is proper, *inter alia*, pursuant to 28 U.S.C. §§ 1391(b) and 1400(a) because Defendants conduct, transact, and/or solicit business related to their Infringing Sites in this District, may be found in this District, tortiously injured Plaintiffs in this District, and/or a substantial part of the acts of infringement occurred in this District.

FACTUAL ALLEGATIONS

A. Plaintiffs' Textbook Businesses, Copyrights, and Trademarks

44. Plaintiffs are five of the leading educational publishers in the United States. Plaintiffs develop, market, distribute, and sell a wide range of traditional and digital educational content and tools to educators and students. Plaintiffs' publications include physical and digital textbooks, which are widely available in the United States marketplace to consumers for a fee. Plaintiffs' textbooks are sold through direct sales channels and via legitimate distributors and stores, including through online sales. Plaintiffs' textbooks are among the most popular and widely used titles in their fields.

45. Plaintiffs publish their textbooks under many imprints, or brands, and trademarks associated with them, which are well known and highly respected. Plaintiffs invest significant time and monies into publishing their textbooks. For example, Plaintiffs make substantial

investments in content creation and in the support, advertisement, and promotion of their textbooks in the United States. Plaintiffs and/or their predecessors have also invested decades of effort in building a reputation of quality in the publishing industry, which consumers associate with Plaintiffs, their textbooks, and their trademarks.

46. Plaintiffs are the copyright owners of, and/or the owners of exclusive rights under copyright in, among many others, their respective works, or derivative works, described on **Exhibit A** (“Plaintiffs’ Authentic Works” or “the Authentic Works”). Plaintiffs or their predecessors or affiliates have obtained copyright registrations, duly issued by the United States Copyright Office, covering their respective Authentic Works. The works described on **Exhibit A** are a non-exhaustive, representative list of Plaintiffs’ Authentic works, broken down by Defendant and Infringing Site, that Defendants have unlawfully reproduced and distributed. Given the blatantly illegal nature of Defendants’ conduct and Infringing Sites, and the fact that Defendants have advertised and sold unauthorized digital copies of many of Plaintiffs’ textbooks beyond those that Plaintiffs purchased, **Exhibit A** will be updated as discovery proceeds.

47. Plaintiffs’ respective Marks, of which they are the owners or the exclusive licensees, are described on **Exhibit B**. Plaintiffs or their predecessors or affiliates have duly registered on the Principal Register of the United States Patent and Trademark Office their respective Marks. Plaintiffs’ Marks are distinctive and arbitrary and may also be incontestable under 15 U.S.C. § 1065. The trademarks described on **Exhibit B**, broken down by Defendant and Infringing Site, are a non-exhaustive, representative list of Plaintiffs’ Marks that Defendants have infringed, and **Exhibit B** will be updated as discovery proceeds. Along with the Marks, **Exhibit C** includes a representative list of imprints used by Plaintiffs and/or their affiliates. By way of example: Macmillan Learning’s imprints include Bedford/St. Martin’s, W.H. Freeman &

Company, and Worth Publishers; Cengage's imprints include Brooks Cole, Delmar, Heinle, and South-Western Educational Publishing; Elsevier's imprints include Academic Press, Butterworth Heinemann, Mosby, and Saunders; McGraw Hill's imprints include Irwin, Lange, and McGraw-Hill Higher Education; and Pearson's imprints include Addison Wesley, Allyn & Bacon, and Benjamin Cummings.

48. Plaintiffs suffer significant injury when their copyrights and trademarks are infringed. Both publishers and authors alike are deprived of income when their textbooks are unlawfully copied and sold, or when their copyrights are otherwise infringed, which can have serious financial and creative repercussions for them and their work. A substantial decline in revenue from sales of Plaintiffs' copyrighted works could cause Plaintiffs to cease publishing one or more deserving textbooks. This would adversely impact the creation of new textbooks, scholarly endeavors, and the availability of educational content in many disciplines.

49. Plaintiffs also suffer reputational injury when their Marks are unlawfully used in connection with the advertisement and sale of illegitimate textbooks. Plaintiffs' Marks and the goodwill of the business associated with them are of tremendous value and have become associated in the public mind with each Plaintiff's reputation for publishing works of the very highest quality. Consumers who see a copy of Plaintiffs' trademarks on Infringing eBooks or in connection with the advertising or sale of Infringing eBooks are also likely to be confused and believe, incorrectly, that Plaintiffs are the source of the Infringing eBooks.

B. Defendants Willfully Engage in Piracy

50. Textbook piracy is rampant, particularly as a result of the ease by which pirates around the world can sell their infringing textbooks to consumers using well known and popular service providers and payment processors. Despite Plaintiffs' and other publishers' use of Digital

Rights Management or other digital security to protect authorized, digital versions of their copyrighted content, pirates are adept at circumventing those protections. Accordingly, pirated textbooks are copied and distributed in PDF or other accessible electronic formats throughout the lucrative U.S. market, and with no way to prevent their downstream dissemination.

51. Defendants own, control, and/or operate the Infringing Sites, and likely others not yet identified by Plaintiffs, in furtherance of the unlawful conduct alleged herein. Through the Infringing Sites, Defendants engage in and profit from the sale of the Infringing eBooks in clear violation of Plaintiffs' intellectual property rights.

52. The apparent sole objective of Defendants' Infringing businesses is to make money from infringement. Defendants are not authorized to reproduce or distribute digital copies of Plaintiffs' textbooks or use Plaintiffs' Marks for any purpose, including in connection with offering to sell and selling textbooks. Nonetheless, Defendants have reproduced and distributed to the public an untold number of Infringing eBooks, which include unauthorized reproductions of Plaintiffs' Marks. Some Defendants have also reproduced and distributed infringing digital copies of Plaintiffs' copyrighted test banks and instructor solutions manuals, which are important supplemental materials that teaching professionals use to teach their courses.

53. The Infringing Sites are highly interactive. Purchasers or prospective purchasers can interact with the Infringing Sites, including to communicate with Defendants and complete their transactions. On the Infringing Sites, visitors can often scroll through or search for listings of the unauthorized digital copies of Plaintiffs' textbooks that Defendants have made and maintain on computers or servers Defendants own or control. Visitors can typically view information on their catalogues of items to buy, which can be massive, and then move forward with the transaction. At the touch of a few keystrokes, armed with a credit card or other means of online

payment, such as a PayPal account, visitors can purchase and download unauthorized copies of Plaintiffs' textbooks.

54. Defendants' Sites advertise that they deliver digital copies of Plaintiffs' textbooks instantly and/or that the files delivered are compatible with any e-reader, tablet, or similar device. Through purchases from Defendants, including for Plaintiffs' Authentic Works as listed on Exhibit A, Plaintiffs have confirmed that, just as Defendants advertise, they distribute to consumers digital copies (albeit unauthorized copies) of Plaintiffs' textbooks.

55. Defendants hide behind the anonymity of the internet and the Infringing Sites. None of the Sites themselves reveal the names of those who are operating the Sites. Consumers and prospective consumers are given generic email addresses as contacts. Most of the Infringing Sites do not provide physical addresses or, if they do, provide false addresses. Some Defendants also use a proxy service for domain name registration and/or provide materially false information to the domain name registrars.

56. While online pirates such as Defendants are notorious for, and adept at, hiding their identities and locations, including switching their service providers to avoid being shut down, Defendants currently utilize the services of a number of intermediaries, including those in the United States, in connection with their infringing activities. In particular, certain Defendants obtain domain name registration services from companies such as GoDaddy and NameCheap; web hosting services from companies such as Google, and Shopify; proxy services from Cloudflare; cloud storage services from companies such as Google Drive and Dropbox; and online advertising services from companies such as Google and Microsoft. Further, Defendants typically use payment processors, such as PayPal and Stripe, to process payments for the Infringing eBooks. Defendants then transfer their ill-gotten proceeds to banks in the United States and abroad. Also,

Defendants regularly use email for purposes of operating their online businesses, including by providing email addresses to customers on their Sites or in connection with the acceptance of payment for or the delivery of their Infringing eBooks.

57. Some of the Infringing Sites are or appear to be related to each other and/or operated by the same individual or group of individuals. While pirates often use inaccurate or fictitious contact information to register and operate their websites, some of the Defendants use the same contact information (albeit false contact information) and/or operate Infringing Sites with identical or nearly identical content.

58. Plaintiffs have made purchases of infringing copies of Plaintiffs' Authentic Works from the Infringing Sites, including purchases made using a Larchmont, New York address. Many, if not all, of the files that Defendants distribute include the copyright information page contained in Plaintiffs' works.

59. Defendants utilize online advertising and merchant services, such as those offered by Google and Microsoft (e.g., via Bing), to drive traffic to the Infringing Sites and increase their illicit profits. Defendants advertise and sell their Infringing eBooks at a fraction of the retail price of Plaintiffs' legitimate textbooks, diminishing the value of Plaintiffs' legitimate textbooks, and resulting in lost sales, as consumers naturally favor a cheaper price for what appears to be the same product. By way of example, below are two screenshots of results that occur when a user types "Campbell Biology" into the search field on Google and clicks "Shopping," and types "Lehninger Principles of Biochemistry PDF" into the search field on Bing and clicks "Shopping." The first screenshot shows advertisements on Google for the Infringing Site byetextbook.com selling infringing digital copies of Pearson's *Campbell Biology* for \$19.99 (and *Campbell Biology Concepts & Connections* for \$18.99). The second screenshot shows advertisements on Bing for

the Infringing Sites ebookbigsales.com (i.e., “EBStore”) and ebooksgift.com selling infringing digital copies of Macmillan Learning’s *Lehninger Principles of Biochemistry* for under \$10.00.

These prices are well below the prices for the legitimate eBooks.

The image displays two screenshots of online marketplaces. The top screenshot is a Google Shopping search for "campbell biology". It shows a grid of product listings for various biology textbooks, including "Campbell Biology 11th Edition by Lisa A. Urry (Ebook - PDF)", "Campbell Biology [Book]", "Campbell Biology: Concepts & Connections [Book]", "Biology: A Global Approach, Global Edition [Book]", "Campbell Biology: Concepts and Connections [Book]", "Campbell Biology: Concepts & Connections 9th Edition (Ebook - PDF)", "Biology [Book]", and "Campbell Biology: Concepts and Connections (9th Edition)". Each listing includes a book cover, title, price, and seller information.

The bottom screenshot is a Microsoft Bing Shopping search for "lehninger principles of biochemistry pdf". It shows a grid of product listings for "Lehninger Principles of Biochemistry" by David L. Nelson and Michael M. Cox. The listings include various editions and formats (eBook, PDF, EPUB, MOBI) with prices ranging from \$9.00 to \$103.90. The listings are from sellers like Amazon.com, EBStore, BiggerBooks.com, ebooksgift, Better World Books USA, and BiggerBooks.com.

60. The Infringing Sites’ illegal activity violates Google’s and Microsoft’s policies

prohibiting advertisements for copyrighted content that the advertiser is not authorized to sell. Nevertheless, the Infringing Sites do just that and use online advertising to unfairly compete with Plaintiffs and legitimate distributors. Indeed, Defendants' online advertisements are often displayed at the top of search results, luring consumers away from legitimate sources of Plaintiffs' textbooks. Defendants' online advertisements also generally include unauthorized images of the covers of Plaintiffs' legitimate textbooks, many of which display identical or substantially indistinguishable copies of Plaintiffs' Marks, causing consumers further confusion.

61. Defendants' Sites receive a significant number of visitors from consumers and prospective consumers located throughout the United States, including in New York.

62. By the very nature of their illegal businesses, Defendants are well aware of the enormous scope of their infringement. Defendants knowingly and intentionally designed and operate businesses devoted to selling pirated copies of Plaintiffs' and other publishers' copyrighted works. Moreover, the illicit inventories of most Infringing Sites are substantial, including hundreds of pages, or more, of textbooks. Defendants have engaged in, and continue to engage in, such infringing activity with the full knowledge that they have not been granted any license to copy, distribute, or sell digital (or other) copies of Plaintiffs' textbooks. Defendants also know that they are not authorized to use Plaintiffs' Marks in advertising and selling their goods and services.

63. Defendants' awareness of the unlawful nature of their businesses is further demonstrated by their concerted efforts to conceal their true names and physical locations, which frustrate enforcement efforts to stop their unlawful activity.

64. Defendants have harmed Plaintiffs, including in this District, and are aware that they have caused such harm. As discussed above, Defendants' flagrant piracy steals the fruits of

Plaintiffs' and their authors' creative efforts and monetary investments and harms their reputations.

FIRST CLAIM FOR RELIEF

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

65. Plaintiffs re-allege and incorporate herein by reference the allegations contained in the foregoing paragraphs 1 – 64 as though set forth fully herein.

66. Plaintiffs' Authentic Works listed on Exhibit A constitute original works and copyrightable subject matter pursuant to the Copyright Act, and they are protected by registrations duly issued to Plaintiffs (or their predecessors or affiliates) by the United States Copyright Office. Each registration is either within three months of publication or pre-dates commencement of the infringement complained herein. At all relevant times, Plaintiffs have been and still are the owners or exclusive licensees of all rights, title, and interest in and to their respective copyrights in such works, which have never been assigned, licensed, or otherwise transferred to Defendants.

67. Defendants, without the permission of Plaintiffs, and with knowledge of Plaintiffs' copyrights, have reproduced the Authentic Works and sold to the public unauthorized copies of the Authentic Works. Such reproduction and distribution constitute infringement of Plaintiffs' exclusive rights under copyright pursuant to 17 U.S.C. § 501 in violation of 17 U.S.C. §§ 106(1) and 106(3).

68. The infringement of Plaintiffs' rights in each of their respective copyrighted works constitutes a separate and distinct act of infringement.

69. Defendants' unlawful conduct, as set forth above, was willful. Defendants had knowledge that their conduct was unlawful and in violation of Plaintiffs' copyrights. Defendants acted intentionally and in reckless disregard of Plaintiffs' copyrights.

70. As a result of Defendants' unlawful and deliberate conduct as set forth above,

Plaintiffs have been, and will continue to be, damaged.

71. Defendants' actions described above have caused and will continue to cause irreparable damage to Plaintiffs, for which Plaintiffs have no remedy at law. Unless this Court restrains Defendants from continuing their infringement of Plaintiffs' copyrights, these injuries will continue to occur in the future. Plaintiffs are accordingly entitled to injunctive relief restraining Defendants from further infringement, as well as other appropriate equitable relief, as specified below.

SECOND CLAIM FOR RELIEF

Trademark Infringement and Counterfeiting (15 U.S.C. § 1114)

72. Plaintiffs re-allege and incorporate herein by reference the allegations contained in the foregoing paragraphs 1 – 64 as though set forth fully herein.

73. At all relevant times, Plaintiffs have been and still are the owners, or exclusive licensees, of all rights, title, and interest in and to their respective Marks listed on Exhibit B, which are valid and protectable trademarks that are registered with the United States Patent and Trademark Office.

74. Defendants have infringed Plaintiffs' federally registered Marks through their use in commerce, without Plaintiffs' consent, of a reproduction, counterfeit, copy, or colorable imitation of Plaintiffs' Marks in connection with the sale, offering for sale, distribution, and/or advertising of the Infringing eBooks, and such use is likely to cause confusion, to cause mistake, and/or deceive the public.

75. In particular, Defendants have used in commerce counterfeit copies of Plaintiffs' Marks, which are unauthorized copies of the Marks appearing on the Infringing eBooks that are identical to or substantially indistinguishable from Plaintiffs' Marks on the Authentic Works.

Defendants' use of counterfeit copies of the Marks deceptively leads consumers, including students, to believe that the Infringing eBooks are genuine.

76. Defendants have acted intentionally and in reckless disregard of Plaintiffs' trademark rights. Defendants are intentionally using Plaintiffs' Marks on unauthorized products and infringing upon Plaintiffs' trademark rights in order to further their own business enterprises.

77. Defendants' unlawful conduct, as set forth above, was willful. Defendants had knowledge that their conduct was unlawful and would cause confusion, mistake, or deception.

78. As a result of Defendants' unlawful conduct as set forth above, Plaintiffs have been, and will continue to be, damaged.

79. Defendants' infringement and counterfeiting of Plaintiffs' Marks, as described above, has caused and will continue to cause irreparable injury to Plaintiffs, including to their reputation, and to the goodwill of the Marks, for which Plaintiffs have no adequate remedy at law. Unless this Court restrains Defendants from continuing their infringing activities, these injuries will continue to occur in the future. Plaintiffs are accordingly entitled to injunctive relief restraining Defendants from further infringement, as well as other appropriate equitable relief, as specified below.

PRAYER FOR RELIEF

By reason of the facts and circumstances alleged above, Plaintiffs seek relief from this Court as follows:

1. Judgment on the claims set forth above, including that Defendants' infringement of Plaintiffs' Authentic Works and Plaintiffs' Marks identified on Exhibits A and B, including as they may be amended, was intentional and willful.

2. Damages and/or restitution according to proof at trial, including exemplary

damages where authorized by statute;

3. An accounting and disgorgement of Defendants' profits, gains, and advantages realized from their unlawful conduct, including a reconciliation of purchases and sales of the Infringing eBooks with documents relating to all such purchases and sales;

4. An order requiring Defendants to pay Plaintiffs such damages as Plaintiffs have sustained as a consequence of Defendants' unlawful acts as alleged above, including actual damages or statutory damages, at Plaintiffs' election, pursuant to 17 U.S.C. § 504;

5. An order enjoining Defendants and other appropriate persons or entities under 17 U.S.C. § 502 and Federal Rule of Civil Procedure 65(d) from further infringing and facilitating infringement upon Plaintiffs' respective copyrights;

6. An order enjoining Defendants and other appropriate persons or entities under 15 U.S.C. § 1116 and Federal Rule of Civil Procedure 65(d) from further infringing and facilitating infringement upon Plaintiffs' respective trademarks;

7. An order requiring Defendants to pay Plaintiffs such damages as Plaintiffs have sustained as a consequence of Defendants' infringement and counterfeiting of their trademarks, as alleged above, including statutory damages or treble damages, at Plaintiffs' election, pursuant to 15 U.S.C. § 1117;

8. An order requiring Defendants to deliver up for destruction all products, packaging, labels, literature, advertising, Infringing eBook files (and all derivative works thereof), all devices by means of which such Infringing eBooks have been created, and other material bearing imitations, including confusingly similar variations, of Plaintiffs' respective copyrights and trademarks pursuant to 17 U.S.C. § 503 and 15 U.S.C. § 1118;

9. An order seizing the domain names associated with Defendants' Infringing Sites

and turning them over to Plaintiffs;

10. Prejudgment and post-judgment interest at the applicable rate;
11. Plaintiffs' attorney's fees, expenses, and costs of suit; and
12. Such other and further relief the Court deems proper.

JURY TRIAL DEMAND

Plaintiffs hereby request a trial by jury.

DATED: August 9, 2021

Respectfully submitted,

By:

Matthew I. Fleischman

Matthew J. Oppenheim
Michele H. Murphy (*pro hac vice application to be filed*)

Matthew I. Fleischman
Danae Tinelli (*pro hac vice application to be filed*)
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