

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT NEW YORK

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BMADDOX ENTERPRISES LLC,

Plaintiff,

V.

MILAD OSKOUIE, OSKO M LTD, and  
PLATINUM AVENUE HOLDINGS PTY, LTD,

Defendants.

**CIVIL ACTION NO.:**

**[FILED UNDER SEAL]**

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**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff BMaddox Enterprises, LLC, by and through its attorneys, Revision Legal, PLLC, states as follows:

**NATURE OF THE DISPUTE**

1. Plaintiff BMaddox Enterprises, LLC (“Plaintiff” or “BMaddox”) seeks monetary and injunctive relief from Defendants Milad Oskouie, Osko M Ltd, and Platinum Avenue Holdings Pty, Ltd. (collectively “Defendants”) for copyright infringement, false advertising, unfair competition, violation of the Computer Fraud and Abuse Act, Trade Secret Misappropriation, violations of the Digital Millennium Copyright Act, and deceptive trade practices pursuant to New York Gen. Bus. Law § 349.

2. Since approximately 2005, Plaintiff has created and sold educational courses through its <ffl123.com> website designed to assist citizens in navigating the maze of rules, regulations, and procedures associated with obtaining federal firearms licenses (“FFLs”).

3. While dealing with sensitive topics such as firearms licensing, Plaintiff has maintained a high reputation for quality services, has obtained an A+ ranking from the Better Business Bureau, and has served over 75,000 customers.

4. Defendants hacked into Plaintiff's protected computers, stole its trade secrets, created slavish copies of Plaintiff's educational courses, falsely advertised their products, and committed numerous other tortious acts in their operation of <ffltrust.com>, a website exclusively used to sell infringing educational courses regarding FFLs.

5. As a direct and proximate cause of Defendants' infringement and tortious acts, including but not limited to the creation, distribution, and sale of infringing FFL education courses, Plaintiff is being irreparably harmed. Plaintiff seeks permanent injunctive relief and monetary damages, as well as attorneys' fees and costs for Defendants' willful infringement and egregious conduct as this is an exceptional case.

### **THE PARTIES**

6. Plaintiff is a limited liability company organized under the laws of South Dakota.

7. Defendant Milad Oskouie ("Oskouie") is an individual and former resident of Australia and upon information and belief, now resides in the United Kingdom.

8. Defendant Osko M Ltd ("Osco") is a company located at 302 88 Holland Road, Kensington, London, United Kingdom W14 8BN.

9. Oskouie is the sole shareholder of Osco.

10. Defendant Platinum Avenue Holdings Pty, Ltd. ("Platinum") located at 8 Ward St., Willoughby, Sydney 2068 Australia.

11. Oskouie is the sole shareholder of Platinum.

12. Defendant Oskouie, Osko, and Platinum are acting in concert to harm Plaintiff and collectively own, operate, and manage <ffltrust.com>.

### **JURISDICTION AND VENUE**

13. This is a civil action arising from Defendants' willful and intentional copying of Plaintiff's copyrighted works, false advertising, stealing Plaintiff's trade secrets, and for knowingly materially misrepresenting the existence of infringing material and Plaintiff's causes of action arise under the Copyright Act, 17 U.S.C. § 101, the Lanham Act, 15 U.S.C. § 1051, the Computer Fraud and Abuse Act, 18 U.S.C. § 1030; New York common law; and New York Gen. Bus. Law § 349.

14. Plaintiff sells its educational courses online and within this judicial district.

15. Defendants market, advertise, and sell their counterfeit educational courses online and within this judicial district.

16. Defendants' counterfeit educational courses have been offered for sale and sold to New York residents within this judicial district.

17. This Court has original subject matter jurisdiction over Plaintiff's claims pursuant to 28 U.S.C. § 1331, 28 U.S.C. §§ 1338 and 1338(a) and this Court has pendant, ancillary, and/or supplemental jurisdiction pursuant to 28 U.S.C. §1367 over claims under New York law because such claims are so closely related that they form part of the same case or controversy.

18. This Court has personal jurisdiction over Defendants because in response to Plaintiff's DMCA takedown notice sent to Amazon AWS, Oskouie filed a DMCA counter-notice and consented to any judicial district in which Amazon AWS was present.

19. Amazon AWS is located within this judicial district, with an address of 350 W. Broadway, New York, NY 10013.

20. This Court has personal jurisdiction over Defendants because they purposefully direct their business activities toward consumers in the State of New York, including within this judicial district, derive a commercial benefit from their contacts within the State of New York, and are causing injury to Plaintiff within the State of New York.

21. Venue is proper in this district pursuant to 28 U.S.C. § 1391 and 28 U.S.C. § 1400 because Defendants have promoted their counterfeit educational courses through an interactive website that sells goods to consumers in this judicial district.

### **STATEMENT OF FACTS**

#### **A. Plaintiff's Business at <ffl123.com>**

22. Brandon Maddox, a member of BMaddox, is a licensed pharmacist and holds an MBA from Duke University.

23. BMaddox owns and operates a website located at <ffl123.com> that provides educational courses regarding FFLs.

24. BMaddox and Brandon Maddox are uniquely qualified to create educational courses regarding FFLs because they are Class 3 FFL dealers and have been through the FFL approval process ten different times and are currently operating eight FFL licensed locations in seven different states.

25. Brandon Maddox also owns and operates Dakota Silencer, a firearms dealer that sells Class 3 firearms to other Class 3 dealers and is one of the largest Class 3 FFL dealers in the country.

26. Brandon Maddox is the President Elect of the Dakota Territory Gun Collector's Association, President of the South Dakota Firearms Industry Association, and speaks at national firearms dealer compliance conferences.

27. United States federal law, specifically the Gun Control Act of 1968, 18 U.S.C. § 921 *et seq*, regulates manufactures and dealers of firearms, including requiring certain kinds of licenses for certain firearms related activities. These licenses are commonly referred to as “federal firearms licenses” or “FFLs.”

28. The process and paperwork required to obtain an FFL can be long and confusing. Further, given the Department of Alcohol, Tobacco, and Firearm’s regional practices, evaluation of applications could vary depending on your location.

29. Through <ffl123.com>, Plaintiff offers for sale educational courses in the form of online guidebooks that explain the application process and assist individuals in completing the required paperwork. This includes detailed explanations of each of the nine different license types and information to assist individuals in determining what license type is the best fit for a specific applicant.

30. On April 19, 2011, Plaintiff Brandon Maddox obtained federal copyright registration of his word “Federal Firearms License Guide & Class 3 License Guide,” (TX-7-288-901) (“Registered Guidebook”). **Exhibit A**, Certificate of Copyright Registration.

31. Brandon Maddox has assigned all copyright rights to the Registered Guidebook to Plaintiff.

32. On February 28, 2017, Plaintiff submitted an application for copyright registration of the website located at <ffl123.com>, which has been assigned application number Case #1-4500091572.

33. On March 1, 2017, Plaintiff submitted an application for copyright registration of the HTML code associated with <ffl123.com>, which has been assigned application number Case #1-4488556711.

34. Plaintiff collectively refers to its Registered Guidebook, its website, and its HTML code as “Plaintiff’s Works.”

35. Plaintiff offers online access to the Registered Guidebook in three packages: 1) the FFL license Guide only; 2) the Class 3 License Guide only; and 3) both guides together.

36. The Registered Guidebook is comprised of both guides together and, if printed out, totals 294 pages.

37. Plaintiff has assisted over 75,000 customers and is the recognized leader in the industry.

38. Plaintiff has provided licensing information services under the FLL123 mark since as early as 2009 and has obtained valuable goodwill in and to the FLL123 mark, including a United State Trademark Registration for FFL123 in association with licensing information services, namely, providing on-line information in the fields of firearms dealer licensure; and licensing consulting services in the field of firearms dealer licensure (Reg. No. 4357455). **Exhibit B**, Trademark Registration.

39. Since 2009, Plaintiff established an email list of over 100,000 subscribers and Plaintiff regularly sends out email marketing messages through its MailChimp and Benchmark accounts.

#### **B. Plaintiff’s Initial Contact with Defendant Oskouie**

40. In approximately late 2013, Plaintiff hired a freelance web developer, Mr. Sandip Banerjee, to assist in increase conversions of website visitors to paying customers and provided Banerjee limited access to Google Analytics information regarding sales figures.

41. Subsequently, Banerjee advised Plaintiff that he was forming a joint venture or other sort of collaboration with an individual in Australia, being Defendant Oskouie.

42. Banerjee asked Plaintiff to prepare a client testimonial video explaining the benefits of working with Banerjee and Plaintiff agreed.

43. However, without Plaintiff's consent, Defendant Oskouie prepared a case study that explicitly showed a portion of Plaintiff's sales figures and used this case study as a promotional tool for a new business called "Infinite Conversions Website."

44. On December 23, 2013, Plaintiff demanded the case study and his testimonial be removed from the Infinite Conversions Website.

45. Defendant Oskouie initially complied with the takedown request, but in July 2015, re-posted Plaintiff's testimonial without Plaintiff's consent. Plaintiff again demanded the material be removed, but Defendant Oskouie refused to do so. This process repeated itself multiple times.

46. Eventually Oskouie complied but this initial dispute set the stage for Oskouie's later bad acts.

### **C. Defendant Oskouie's Unauthorized Access to BMaddox's Accounts**

47. Six months later, on December 17, 2015, Plaintiff received a message from Microsoft that someone from Sydney, Australia accessed his Microsoft account.

48. Defendants were unlawfully accessing Plaintiff's Microsoft account.

49. On December 30, 2015, Plaintiff received a message that someone from Sydney, Australia accessed his Google Chrome account.

50. Defendants were unlawfully accessing Plaintiff's Google Chrome account.

51. Once Defendants obtained unauthorized access to Plaintiff's Chrome account, they accessed Plaintiff's saved passwords and logged into a number of services Plaintiff used in connection with <ffl123.com>, including its email marketing account at Benchmark.

52. With unauthorized access to Plaintiff's email marketing account at Benchmark, Defendants obtained and copied Plaintiff's email list of over 100,000 prospective customers.

53. On January 2016, Plaintiff received an email from Dropbox, a cloud-based file storage system, MailChimp, an email marketing system Plaintiff used in connection with <ffl123.com>, and Rackspace, a website hosting service, indicating that someone from Sydney, Australia accessed or attempted to access its Dropbox, MailChimp, and Rackspace accounts.

54. Defendants were unlawfully accessing Plaintiff's Dropbox, MailChimp, and Rackspace accounts.

55. Defendants also obtained unauthorized access to Plaintiff's Wordpress account, which operates the backend of the <ffl123.com> website.

56. With this improper access, Defendants altered the settings to not index <ffl123.com>, effectively removing it from search results and causing significant damage to Plaintiff's business.

57. Further, with improper access to the backend of <ffl123.com>, Defendants improperly obtained access to <ffl123.com>'s content, including the Registered Guidebook and Plaintiff's Works as a whole.

#### **D. Defendants Start a Competing Business at <ffltrust.com>**

58. In the midst of improperly accessing Plaintiff's account, and on or about December 26, 2015, Defendant Oskouie registered <ffltrust.com> to directly compete against Plaintiff's <ffl123.com>.

59. On or about February 2016, Plaintiff discovered the existence of <ffltrust.com> and that it contained practically identical content ripped from <ffl123.com>.

60. Through Defendants' <ffltrust.com> website, Defendants have committed numerous wrongs including:

- a. Creating and selling a slavish copy of Plaintiff's Registered Guidebook. **Exhibit C**,  
Excerpts of Respective Guidebooks.



- b. Copying the look and feel of Plaintiff's website. **Exhibit D**, Screenshots of Plaintiff and Defendants';
- c. Copying the HTML code from Plaintiff's website; **Exhibit E**, Excerpts of Respective HTML codes;
- d. Copying Plaintiff's email marketing messages and then sending copycat message from <ffltrust.com> to Plaintiff's email list; **Exhibit F**, Excerpts of Respective Email Marketing Campaigns;
- e. Using a fictitious individual and a stock photo to make it appear that a "Henry Jackson" was the "President" of <ffltrust.com> and to intentionally mislead consumers about the person running <ffltrust.com>. **Exhibit F-2**, Defendants' Email Marketing Campaigns.
- f. Filing false DMCA counter-notices in an effort to keep infringing Plaintiff's copyrighted content for their own purposes; **Exhibit G**, Plaintiff's DMCA Requests & Defendants' DMCA counter-notices;
- g. Altering digital images of Plaintiff's FFL License to intentionally mislead consumers into believe that Defendants obtained an FFL License or that the individual behind <ffltrust.com> has the experience necessary to advise individual on FFL rules, regulations, and application procedure. **Exhibit H**, Respective Use of Plaintiff's FFL;

61. From March 2016 to present, Plaintiff has hired attorneys in the United States and Australia to expressly warn and advise Defendants that their actions described above constitute copyright infringement, false advertising, trade secret violations, and other wrongs and demanded Defendant cease and desist all such activity.

62. Defendants continue to willfully infringe Plaintiff's rights.

**CLAIMS FOR RELIEF**

**COUNT 1  
COPYRIGHT INFRINGEMENT  
(REGISTERED GUIDEBOOK - Tx-7-288-901)**

63. Plaintiff restates all paragraphs as if fully restated herein.

64. Plaintiff is the owner of a copyright registration granted on April 19, 2011 for “Federal Firearms License Guide & Class 3 License Guide,” which is registered under Registration No.: TX-7-288-901 (“Registered Guidebook”). **Exhibit A**, Copyright Registration.

65. Plaintiff sells its Registered Guidebook in three packages: 1) FFL Guide; 2) Class 3 (SOT) License Guide; and 3) a combination of the two.


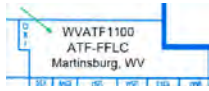
66. Between the dates of February 2016 to present, Defendants created, distributed, and sold guidebooks that are slavish copies of, substantially similar to, and a derivate work of Plaintiff’s Registered Guidebook through <ffltrust.com> (“Defendants’ Infringing Guidebook”).

67. Defendants wholesale copy Plaintiff’s text, chapter structure, and tone. For example, below is a text (with picture insert) reproduction of Chapters 1 and 6 from each guidebook:

<b>Plaintiff’s Registered Guidebook Excerpt - Class 3 (SOT) Guide – Chapter 1</b>	<b>Defendants’ Infringing Guidebook Excerpt - Class 3 (SOT) Guide – Chapter 1</b>
I, Brandon, the founder of FFL123 am a SOT home-based licensed dealer (Class 3). See our website at <a href="http://DakotaSilencer.com">DakotaSilencer.com</a> . Here is a <a href="#">link</a> to my SOT License, so that you can see what you will receive back from the ATF once your application is complete. To explain, this license is actually called an SOT Dealer License. Class 3 means that your regular FFL License is a Type 01, and a Class 2 means that your regular FFL License is a Type 07. Don’t let this confused you. It’s the same application, the same price, and the same process no mater what type of FFL license you currently have. A Class 3 license holder	We ourselves, ad the founders of FFL TRUST, are all SOT home-based licensed dealer (Class 3) holders. At this <a href="#">link</a> you’ll find a copy of our founder, Henry Jackson’s, SOT License, so that you know what to expect getting from the ATF once your application is successful. To clarify, this license is really referred to as an SOT Dealer License. Class 3 stands for the fact that your common FFL License is a Type 01, and a Class 2 stands for the fact that your common FFL License is a Type 07. You shouldn’t be confused by these names. It’s the identical application, the identical price, and he identical procedure

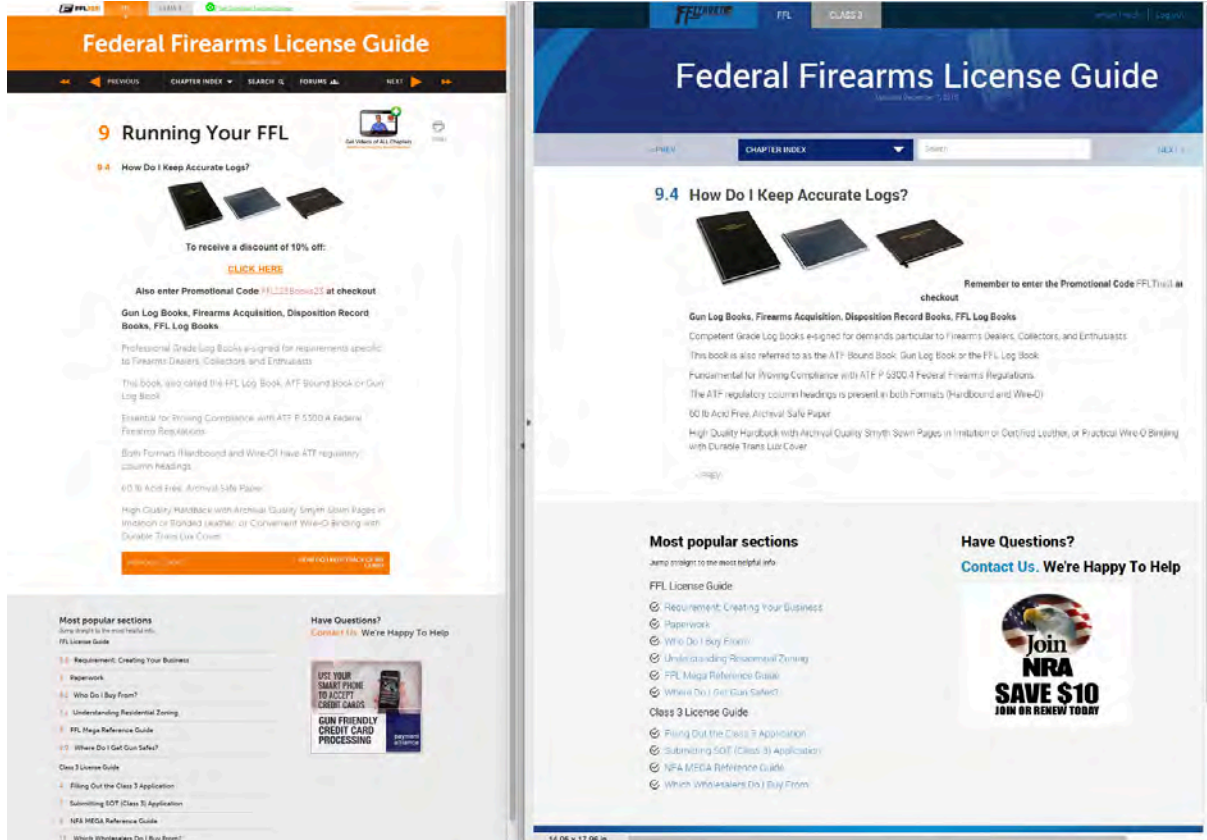
<p>can sell NFA items while a Class 2 license holder can sell and make NFA items. Please read the last few sentences again until that makes sense. The ATF considers all of them SOT dealers. The type of FFL License you have determines whether you are a Class 2 or Class 3 license holder. Our first license was a FFL Type 01 and then we got the SOT, so we became a Class 3 dealer. We have learned what to do and what not to do from the experience we have gained in obtaining all of these licenses. We also hired a former ATF executive as a consultant to spend two days with us reviewing both our businesses in SD and ND to ensure we were following correct ATF procedures.</p>	<p>regardless of what kind of FFL license you hold now. A Class 2 license holder can sell and make NFA items and a Class 3 license holder can sell NFA items. I recommend you re-read the last sentences until you understand them. The ATF views them all them as being SOT dealers. The type of FFL License you have decides if you are a Class 2 or Class 3 license holder. The first license we had was a FFL Type 01 and then we got the SOT, so we then became a Class 3 dealer. We have understood what to do and what not to do from the expertise we have acquired during the process of attaining all of these licenses. Moreover, we have also employed a former ATF executive as a consultant who spent four days with us inspecting both our businesses in <b>Texas and South Carolina</b> to make sure we are going ahead with the right ATF procedures.</p>
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<p align="center"><b>Plaintiff’s Registered Guidebook Excerpt – Chapter 6.2</b></p>	<p align="center"><b>Defendants’ Infringing Guidebook Excerpt – Chapter 6.2</b></p>
<p>6.2 Completing Fingerprint Cards (FBI FD-258FA)</p> <p>ATF does prefer that you order these cards directly from them <u>online</u>, although it often takes a few weeks to arrive. If you ordered your card from ATF, you are good to go. If you obtained your card from a different source or if your card does not look like the example below, please be sure you write exactly what you see here in the <b>ORI</b> box; just mark through whatever is currently on the card you use and replace that with the text below. You must also use BLACK INK pen only, NO BLUE INK. If you don’t feel comfortable changing cards obtained locally, no worries, ATF Licensing Office will place a sticker over this area covering over anything that might be on cards you obtain locally.</p>	<p>6.2 Completing Fingerprint Cards (FBI FD-258FA)</p> <p>Even if it often takes a few weeks for them to arrive, the ATF does actually prefer that you order these cards directly from them <u>online</u>. You are good to go if you’ve ordered your card from ATF. If you card does not look like the example below, or in case you’ve gotten your card from another source, please make sure you write exactly what you see here in the <b>ORI</b> box; simply mark through whatever is on the card, at the moment you use and instead write the text below. It’s also very important to remember using BLACK INK pen only, NO BLUE INK. The ATF Licensing Office will place a sticker over this area covering over anything that might be on the cards you obtain locally, so you needn’t</p>

 <p>You might want to wait on filling this part out until <b>after</b> you have had your fingerprints taken. Many new computerized systems will print most of the boxes below in the blank spots. If you fill it out first and then it prints on top of it, you will have a mess on your hands. These cards are also required for customers of ours who purchase silencers, so we have seen this happen. Call your local police station to inquire about times that they do fingerprints for the public. Ask if you need to complete the cards before you arrive, or if they use a computerized fingerprint scanner that will complete the fingerprint cards automatically. Expect to pay anywhere from free to \$25 for this service.</p>	<p>worry, in case you don't feel comfortable changing cards obtained locally.</p>  <p>It's best completing this part only <b>after</b> your fingerprints have been taken successfully. Most of the boxes below will be printed by new computerized systems, in the blank spots. If you fill it out first and then the prints go on top of it, you will have a big disaster on your hands. We've seen this happen a lot, because these cards are also required for clients of ours who purchase silencers. It's best to contact your local police station and find out when the times are, that they do fingerprints for the public. Ask if you should fill out the cards before you arrive, or if they use a computerized fingerprint scanner that will complete the fingerprint cards automatically. You should expect to pay the following amount for this service: anywhere from free to \$25.</p>
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68. Defendants' Infringing Guidebook not only copies Plaintiff's Registered Guidebook text, it also copies the layout, arrangement of facts, selection of facts, and Plaintiff's overall creative expression.

69. For example, below are screenshots pulled from Plaintiff's Registered Guidebook and the Defendants' Infringing that show Defendants not only copying the chapter number (9.4), but also the placement of promotion code offers, titles, pictures, text, "Most Popular Sections" area (including a practically identical breakdown of other popular content by chapter number and title), contact us calls to action, and ad placement:



70. This type of wholesale copying of Plaintiff’s Register Guidebook is consistent throughout the entirety of Defendants’ Infringing Guidebook.

71. Additional evidence of Defendants’ intentional copying is attached at **Exhibit C-1**, Respective Chapter 1, Class 3; **Exhibit C-2** Respective Chapter 6.2; **Exhibit C-3**, Respective Chapter 9.4; **Exhibit C-4**, Comparison of respective Chapter 15, Class 3.

72. Plaintiff has provided ample notice of this infringement through the submission of multiple DMCA requests and direct outreach to the Defendants through formal cease and desist letters by retained counsel, yet Defendants willfully continue to produce, market, distribute, and sell Defendants’ Guidebook.

73. Defendants receive money via their online payment processors, such as Stripe, PayPal, eWay, Visa, Mastercard, and American Express, by selling Defendants’ Guidebooks through <ffltrust.com>.

74. Defendants' actions constitute copyright infringement pursuant to 17 U.S.C. § 501.

75. Plaintiff is entitled to actual damages and Defendants' profits, or statutory damages pursuant to 17 U.S.C. § 504, whichever is greater.

76. Plaintiff is entitled to its costs and attorney fees pursuant to 17 U.S.C. § 505.

**COUNT 2**  
**COPYRIGHT INFRINGEMENT**  
**(<LOOK & FEEL OF FFL123.COM> Case #1-4500091572)**

77. Plaintiff restates all paragraphs as if fully restated herein.

78. On February 28, 2017, Plaintiff submitted an application for copyright registration of the website located at <ffl123.com>, which has been assigned application number Case #1-4500091572.

79. Plaintiff sells its Registered Guidebook through its website located at <ffl123.com>.

80. Defendants sell their Infringing Guidebooks through <ffltrust.com>.

81. Defendants' <ffltrust.com> website is a slavish copy, substantially similar to, and a derivative work of Plaintiff's <ffl123.com>.

82. Defendants have copied Plaintiff's website structure, layout, design, color selection, text, pictures, to sell its infringing goods as evidenced by the screenshots below comparing Plaintiff's website to Defendants' website, attached as **Exhibit D**:

**Available from FFL123.com Only**

### Exclusive FFL123 – FFL License Guide

**\$39.99**

[Get FFL](#)

[Learn More](#)

- I walk you through Every step of FFL License Approval process.
- Simple to follow instructions. [Our Guide Only](#)
- Local issues cover & solved top reason for failure! [Our Guide Only](#)
- Access to all required forms for FFL Application process.
- Sample application, showing exactly what needs to go on application. [Our Guide Only](#)
- ATF Visit Preparation Guide MEGA Reference. [Our Guide Only](#)
- Cover all NINE FFL License types for you to decide which one you want. [Our Guide Only](#)
- Final checklists to ensure you send the right items to ATF for processing.
- CA, NY & NJ FFL Required Paperwork! (Even Home FFL in Mass.) [Our Guide Only](#)
- All regulations on both a state & federal laws governing firearms! [Our Guide Only](#)
- ATF approved template in Excel for Acquisitions & Dispositions (ASD)! [Our Guide Only](#)
- Guide to complete Form 4473 for all transactions. [Our Guide Only](#)
- Every brochure & handout ATF requires for new FFL license holders. [Our Guide Only](#)
- Access to member's only website member's forum (50,000+ members) [Our Guide Only](#)
- Detailed list of EVERY licensed FFL Dealer in the Country. [Our Guide Only](#)
- Sample ASD log to see how to properly document every type of transaction. [Our Guide Only](#)
- Background on NICS & guns shows for FFL dealers.
- Instruction on how to complete day to day forms for your operations.
- Wholesalers & manufacturers "How To Setup Accounts" best prices & selection. [Our Guide Only](#)
- Bonus List of over 30,000 manufacturers and wholesalers. [Our Guide Only](#)
- Prepare you for ATF inspections & help you

**Available from FFLTRUST.com Only**

### Exclusive FFL Trust – FFL License Guide

**\$34.99**

[Get FFL](#)

[Learn More](#)

- We walk you through each and every step of FFL License Approval process.
- Easy to follow instructions. [Our Guide Only](#)
- Local issues included & solved (the top reason for failing). [Our Guide Only](#)
- Complete access to all must-have required forms for the FFL application process.
- Sample application, showing exactly what needs to go on application. [Our Guide Only](#)
- ATF Visit Preparation Guide MEGA Reference (20,000+ words) [Our Guide Only](#)
- Examined all NINE FFL License types for you to decide which one you want. [Our Guide Only](#)
- Final checklist to ensure you submit the right items to ATF for processing and avoid errors.
- CA, NY & NJ FFL Necessary Paperwork! (Even Home FFL in Mass.) [Our Guide Only](#)
- All regulations on both a state & federal laws governing firearms! [Our Guide Only](#)
- Acquisitions & Dispositions (ASD) template in Excel approved by ATF! [Our Guide Only](#)
- Detailed Guide to successfully completing Form 4473 for all transactions. [Our Guide Only](#)
- Every handout & brochure the ATF requires for new FFL license holders. [Our Guide Only](#)
- Exclusive access to member's only website & member's forum (100,000+ members). [Our Guide Only](#)
- Detailed list of EVERY licensed FFL Dealer in the Country. [Our Guide Only](#)
- Exclusive Sample ASD log to see how to accurately document every type of transaction. [Our Guide Only](#)
- Background info on NICS & guns shows for FFL dealers.
- Detailed Guidance on how to complete day to day forms for your business operations.
- Wholesalers & manufacturers "How To Establish Accounts" best prices & selection. [Our Guide Only](#)
- Additional Bonus List of over 30,000 manufacturers and wholesalers. [Our Guide Only](#)

**Available from FFL123.com Only**

### Exclusive FFL123 – Class 3 (SOT) Guide

**\$39.99**

[Get Class 3](#)

[Learn More](#)

- Learn from one of the Nation's Largest Class 3 dealers!
- Start learning where better margins lie in the Class 3 weapons!
- Learn how to acquire and make dealer demo machine gun template!
- Enter the hottest and fastest growing firearms sector in America!
- Contact with Class 3 guns brands, as needed!
- What to expect during application process and insights from our recent experience!
- Step by step guide walks you through the dealer application process!
- All forms needed in a downloadable format!
- National Firearms Act (NFA) contact numbers of specific people in WV for questions that come up!
- Highlight all NFA laws within federal references, including insights from our ATF inspection visit!
- Forms for future transfers, and info on how transfers will occur!
- All Federal & State references that you need to review!
- Authorizations forms for fax communications with ATF!
- Access to a member's only website in a modern and easy to navigate format!
- Sample Acquisitions & Dispositions log!
- 100% money back guarantee!

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### Exclusive FFL Trust – Class 3 (SOT) Guide

**\$34.99**

[Get Class 3](#)

[Learn More](#)

- Uncover the consistency by personal guidance from the Nation's Largest Class 3 Consistency!
- Start marketing where better margins lie in the Class 3 weapons!
- Learn how to acquire and make dealer demo machine gun template!
- Join one of the hottest and fastest growing firearms sectors in the nation!
- Be in contact with Class 3 experts, FFL Trust!
- Learn what to anticipate during application process and get insights from our recent experience!
- Step by step guide that clearly explains & illustrates every detail on the dealer application process!
- All forms needed in friendly downloadable format!
- National Firearms Act (NFA) contact numbers of specific people in WV for questions that come up!
- Highlight all NFA laws within federal references, including insights from our ATF inspection visit!
- Forms for future transfers, and information regarding how the transfers actually take place!
- All Federal & State references that you need to research!
- Authorizations forms for fax communications with ATF!
- Access to a member's only website in a modern and easy to navigate format!
- Exclusive Proprietary Acquisitions & Dispositions log!
- 100% Money Back Guarantee!

Available from FFL123.com Only

### Exclusive FFL123 - FFL License & Class 3 (SOT) Guides

**\$54.99**

[Get FFL & Class 3](#)

- #1 Selling & Most All-Inclusive FFL Kit
- Recently FEATURED in NRA's American Rifleman
- Over 75,000 Happy Customers
- Member's only Forums for local discussions
- Chat access with owner during day
- Recently Endorsed by Gun Digest Magazine
- Works in Every Zip Code in America - 2016 Updates
- Five Step Process - Tested & Proven!
- 150% Money Back Guarantee - Risk Free
- Better Business Bureau Accredited - A+ Rated
- Better Business Bureau Honor Roll
- Covers "Off Site" storage loopholes
- Written by home based FFL License holder
- Overcomes key reasons for home FFL denial
- Covers local, state, & Federal requirements
- Covers new ATF Permit Requirements
- Access to owner with questions
- ATF interview preparation MEGA guide
- Manufacturers & Distributors account setup
- Trade Reference - required after FFL obtained
- Rebuttal member's only website
- Covers all eight FFL License types
- Make / Buy / Sell SBR's, machine guns, silencers
- Make / Buy / Sell machine-gun dealer samples
- Upgrade your FFL License
- Learn how to get into Class 3 weapons
- Better margins, fastest growing sector
- Works in CA and other non-class 3 friendly states

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### Exclusive FFL Trust - FFL License & Class 3 (SOT) Guides

**\$49.99**

[Get FFL & Class 3](#)

- #1 Selling & Most All-Inclusive & Extensive FFL Kit
- Over 100,000 Happy Customers
- Member's only Forums that increase knowledge transfer and networking opportunities
- Access to live chat with officers current during day
- Recently Sacked by Firearms Industry Leaders
- Works in Every Zip Code in America - 2016 Updates
- A simple Five Step Process - Tested & Confirmed
- 300% Money Back Guarantee - Risk Free
- A+ Rating
- Covers "Off Site" storage legal loopholes
- Developed by 4 a team of over 25 FFL holders
- Overcomes key reasons roadblocks for home FFL denial
- Covers local, state, & Federal requirements
- Covers new ATF Permit Requirements
- Access to FFL Trust's Team
- Includes a one-of-a-kind ATF interview preparation MEGA guide (25,000 words) +!
- Provides solutions for your Manufacturer & Distributors account setup
- Trade Reference - required after approval of your FFL application
- Supplemental Member's Only Site
- Examines all eight FFL License types
- Product / Purchase / Sell SBR's, machine guns, silencers
- Product / Purchase / Sell machine gun dealer samples
- Upgrade your FFL License
- Learn how to get into Class 3 weapons
- Better margins, fastest growing sector
- Works in CA and other non-class 3 friendly states

What are you waiting for? **Act Now**

Choose Your Guide **from our several offers!**

**Federal Firearms License Guide**

**\$39.99 one time**

Access only Federal Firearms License Guide

**Basic Guide**

- Buy, sell, transfer, make from home
- Makes FFL quick & easy
- Saves 30% on guns & ammo
- No-risk 150% money back guarantee
- Support from Brandon & member's forums from all 50 states

[Get FFL](#)

**FFL & Class 3 License Guides**

**\$54.99 one time**

**Save \$24.99 Now!**

Access both Federal Firearms License & Class 3 License Guide

**Most Popular**

- Get both your FFL License and Class 3 (SOT) License with the help of our step by step guides.
- Get access to both guides for low price.
- No-risk 150% money back guarantee

[Get FFL & Class 3](#)

**Class 3 (SOT) License Guide**

**\$39.99 one time**

Access only Class 3 License Guide

**For Upgrading FFL**

- Once you get your FFL, you can get your Class 3 (SOT) and:
- Buy / Sell / Make Silencers, Machine Guns, SBR's
- Own full-auto FFL Only samples
- Silencers - fastest growing niche

[Get Class 3](#)

Still Have Questions? Contact us, We're happy to help.

Name\*

Email\*

Question\*

[Ask Brandon Now](#)

Do you know How to Get an FFL? **Unlock the Secrets to FFL Fortunes \$\$\$**

Federal Firearms License Guide	FFL & Class 3 License Guides	Class 3 (SOT) License Guide
<b>\$34.99 one time</b>	<b>\$49.99 one time</b>	<b>\$34.99 one time</b>
Federal Firearms License Guide Only	Down from \$79.99! Access both Federal Firearms License & Class 3 License Guides	Class 3 License Guide Access Only
<b>Basic Guide</b>	<b>Our Most Popular Guide</b>	<b>For Upgrading FFL</b>
<ul style="list-style-type: none"> <li>Buy, sell, transfer, make from home</li> <li>Saves 40% on guns &amp; ammo</li> <li>Makes FFL quick &amp; simple</li> <li>Up to date for 2017</li> <li>Includes support from FFL Trust and other FFL Trust community members</li> </ul>	<ul style="list-style-type: none"> <li>Get both your FFL License and Class 3 (SOT) License with the help of our step by step guides.</li> <li>Get access to both guides for a great price.</li> <li>No-Risk 300% money back</li> </ul>	<ul style="list-style-type: none"> <li>Once you get your FFL, you can get your Class 3 (SOT) and:</li> <li>Buy / Sell Silencers, Machine Guns, SBR's</li> <li>Own Full-auto dealer samples</li> <li>Updated for February 2017 Changes</li> </ul>
<a href="#">GET FFL</a>	<a href="#">GET FFL &amp;</a>	<a href="#">GET CLASS 3</a>

**INCLUDED WITH ALL OUR GUIDES**

We deliver more than just a Guide

- High quality FFL Guides
- Over 300 Pages of material and resources
- Exclusive access to forum and our team
- Thoroughly researched information
- Written for non-lawyers
- Business Resources for Setting Up

Practical, Actionable information to help you get your FFL

High quality research and cutting edge know how on the legal aspects

Written for the everyday man

Exclusive access to our Forum



83. Defendants also copied Plaintiff's Frequently Asked Questions page, blog articles (often using the same article title and URL), privacy policy, and glossary. **Exhibit D-1**, Comparison of Website – Packages; **Exhibit D-2**, Comparison of Website – FAQ's; **Exhibit D-3**, Comparison of Website – Blog Articles; **Exhibit D-4**, Comparison of Website – Privacy Policies; **Exhibit D-5**, Comparison of Website – Glossary.

84. Defendants even copied Plaintiff's genuine customer reviews, changing only the first names, city, names and insignificant text. Plaintiff's genuine reviews are Stephen S. and Chris A. Defendants copies these reviews with Brad S. and Robert A. (**Exhibit D-6**, Comparison of Website – Success Stories):

### Stephen S. of Waco



Hey Brandon! Just wanted to let you know that I got my ffl license!! The interview was a piece of cake. The atf agent never really commented on how prepared I was but from the look on his face when I finished some of his sentences and answered some the ffl related questions, he has was surprised I do believe. The mega reference guide on the atf meeting did its job. The interview was only about two and a half hours. That was pretty short from what I have been hearing from other people. I just wanted to say thanks for your ffl support and answering all my questions. The system worked great. Next up class 3 license.. Thanks Again.

### Brad S. of Lubbock

Hi FFL Trust! Just writing to let you know that I got my FFL License!! The interview was pretty simply. The atf agent never really questioned me on how prepared I was, but I could tell from the look on his face that when I finished some of his sentences and answered some the ffl related questions, he has was surprised. Your mega reference guide on the atf was the best. The interview was around two and a half hours. That was quite short from what I have been hearing from other people. I just wanted to express my gratitude for your ffl support and answering all my questions. FFL Trust's system worked great. Next up class 3 license.. Thanks Again.

## Chris A. of Orlando



What a great FFL License program this is! We have used it to successfully get 2 FFL's in two different locations, one in Pinellas County, FL. and one in Orange County, FL. Great job Brandon, keep the passion going!!!

### **Robert A. of Denton**

What a fabulous FFL License program this is! We have used it to successfully to obtain 2 FFL's in two different locations, one in Travis County, TX. and one in Anderson, TX. Great job FFL Trust, keep the fight going!!!

85. Plaintiff has provided ample notice of this infringement through the submission of multiple DMCA requests and direct outreach to the Defendants through formal cease and desist letters by retained counsel, yet Defendants willfully continue to produce, market, distribute, and sell Defendants' Guidebook.

86. Defendants receive money via their online payment processors, such as Stripe, PayPal, eWay, Visa, Mastercard, and American Express, by selling Defendants' Guidebooks through <ffltrust.com>.

87. Defendants' actions constitute copyright infringement pursuant to 17 U.S.C. § 501.

88. Plaintiff is entitled to actual damages and Defendants' profits, or statutory damages pursuant to 17 U.S.C. § 504, whichever is greater.

89. Plaintiff is entitled to its costs and attorney fees pursuant to 17 U.S.C. § 505.

**COUNT 3  
COPYRIGHT INFRINGEMENT  
(FFL123.COM HTML – CASE #1-4488556711)**

90. Plaintiff restates all paragraphs as if fully restated herein.

91. On March 1, 2017, Plaintiff submitted an application for copyright registration of the HTML code associated with <ffl123.com>, which has been assigned application number Case #1-4488556711.

92. Plaintiff sells its Registered Guidebook through its website located at <ffl123.com>.

93. Defendants sell the Infringing Guidebooks through <ffltrust.com>.

94. Defendants' <ffltrust.com> website is a slavish copy, substantially similar to, and a derivate work of Plaintiff's <ffl123.com>.

95. Plaintiff's HTML code includes sections that appear in only slightly modified forms in the Infringing Website's HTML code, including the two excerpts from **Exhibit E** shown below:

**Plaintiff's Website:**

```
class="hidden">Overview</p><div style="display:none;"><div id="inline_content"><div
class="popup-signup"><h4><span>Thanks</span> for signing up!</h4><p>for<br/> <span>5
Common Mistakes</span> that kill your chances of getting approved of your FFL</p><div
class="center"> </div><p> <a
href="/docs/Free-Report.pdf" target="_blank" class="click-button">Click Here to Download

<span style="text-decoration: underline;">If you want to get an FFL, you need to act now!
</span></p><p>If you act now, you'll be grandfathered in if liberals make changes later,
but <span style="text-decoration: underline;">if you don't act now, you may never have
another chance.</span></p><p>3) Getting your license can be so complicated that most
people just give up and go back to paying thousands of extra dollars just to avoid the
```

**Infringing Website:**

```
</i><span>5 Fatal Mistakes</span></h4><div class="raportfirstttext">That Destroy Your
Chances Of Getting a FFL.</div></div><form action="http://sendy.ffltrust.com/subscribe"
method="POST" accept-charset="utf-8"><div class="outerwrapp"><div class="innerwrapp"><div
class="label"><p class="form-name-image"><span class="wpcf7-form-control-wrap mail">

class="first-child"><strong>Low Startup Costs:</strong> The costs of running a Home FFL
are virtually non existence</li><li><strong>Get grandfathered in</strong> Protect
yourself any anti-Gun laws in 2017 by the Democrats</li><li><strong>Niche
```

96. Plaintiff has provided ample notice of this infringement through the submission of multiple DMCA requests and direct outreach to the Defendants through formal cease and desist letters by retained counsel, yet Defendants willfully continue to produce, market, distribute, and sell Defendants' Guidebook.

97. Defendants receive money via their online payment processors, such as Stripe, PayPal, eWay, Visa, Mastercard, and American Express, by selling Defendants' Guidebooks through <ffltrust.com>.

98. Defendants' actions constitute copyright infringement pursuant to 17 U.S.C. § 501.

99. Plaintiff is entitled to actual damages and Defendants' profits, or statutory damages pursuant to 17 U.S.C. § 504, whichever is greater.

100. Plaintiff is entitled to its costs and attorney fees pursuant to 17 U.S.C. § 505.

**COUNT 4  
DMCA VIOLATION PURSUANT TO 17 U.S.C. § 512(f)**

101. Plaintiff restates all paragraphs as if fully restated herein.

102. On June 15, 2015, Plaintiff filed a DMCA takedown notice with AWS requesting Amazon remove Defendants' email marketing messages because Defendants' messages were slavish copies of, substantially similar to, and a derivate work of Plaintiff's email marketing messages. **Exhibit F-1**, Plaintiff's Email Marketing; **Exhibit F-2**, Defendants' Email Marketing; **Exhibit G-1**, Plaintiff's MailChimp DMCA.

103. In response, Defendants submitted a DMCA counter-notice stating that the "complainant does not hold the copyright to the material in question" among other blanket denials. **Exhibit G-2**, MailChimp DMCA Counter-notice.

104. On January 16, 2017, Plaintiff filed a DMCA takedown notice with AWS requesting Amazon remove Defendants' email marketing messages because Defendants' messages were slavish copies of, substantially similar to, and a derivate work of Plaintiff's email marketing messages. **Exhibit F-1**, Plaintiff's Email Marketing; **Exhibit F-2**, Defendants' Email Marketing; **Exhibit G-3**, Plaintiff's AWS DMCA.

105. In response, Defendants submitted a DMCA counter-notice stating that the “complainant does not hold the copyright to the material in question” among other blanket denials.

**Exhibit G-4**, AWS DMCA Counter-notice.

106. Defendants’ DMCA counter-notices to MailChimp and AWS were knowingly materially misrepresentations.

107. Plaintiff has suffered damages as a result of Defendants’ misrepresentation because Defendant is sending out nearly identical email marketing messages while providing inferior customer service and causing customer confusion.

108. Defendants are liable for Plaintiff’s damages, including costs and attorney fees pursuant to 17 U.S.C. § 512(f).

**COUNT 5  
FALSE ADVERTISING PURSUANT TO 15 U.S.C. § 1125**

109. Plaintiff restates all paragraphs as if fully restated herein.

110. As reproduced at ¶ 64, in Chapter 1, Class 3 of Plaintiff’s Registered Guidebook, Plaintiff states:

I, Brandon, the founder of FFL123 am a SOT home-based licensed dealer (Class 3). See our website at [DakotaSilencer.com](http://DakotaSilencer.com). Here is a [link](#) to my SOT License, so that you can see what you will receive back from the ATF once your application is complete.

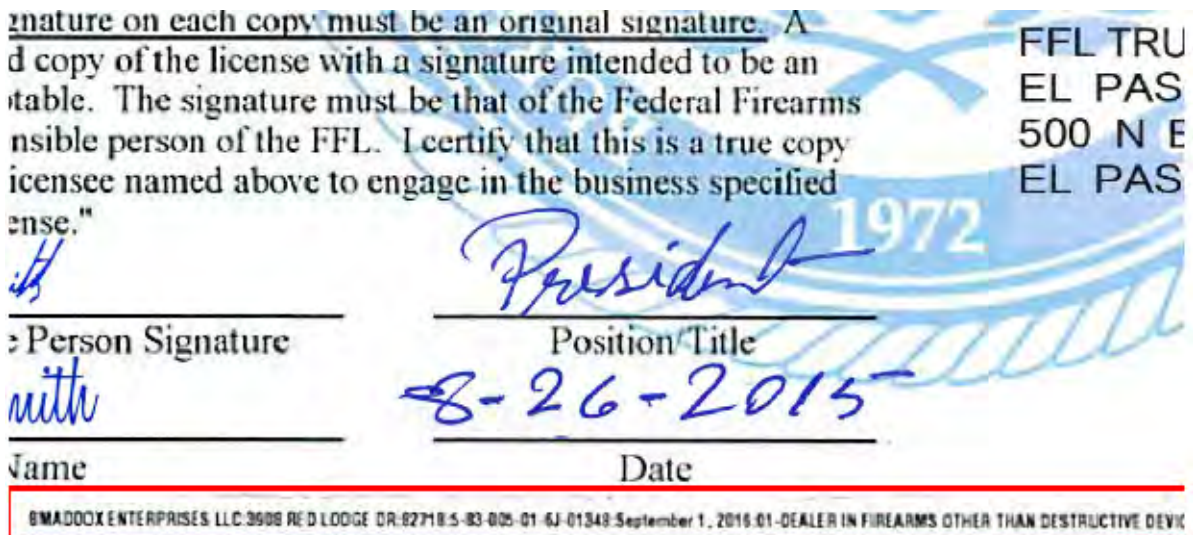
111. The link referenced above brings the reader to a copy of Plaintiff’s FFL. **Exhibit H-1**, Plaintiff’s FFL.

112. Defendants’ Infringing Guidebook copies this text with minimal changes stating:

We ourselves, ad the founders of FFL TRUST, are all SOT home-based licensed dealer (Class 3) holders. At this [link](#) you’ll find a copy of our founder, Henry Jackson’s, SOT License, so that you know what to expect getting from the ATF once your application is successful.

113. But Defendants’ “Henry Jackson,” who is also advertised as the “President” of <ffltrust.com> in Defendants’ email marketing, is a fictitious person. In fact, Defendants use a photograph pulled from <shutterstock.com> to represent this fictitious person. **Exhibit F-2**, Defendants’ use of “Henry Jackson”; **Exhibit I**, <shutterstock.com> photo.

114. And Defendants’ link referenced above brings the reader to an FFL, however, Defendants altered Plaintiff’s FFL to include the name Henry Jackson. **Exhibit H-2**, Defendants’ Altered FFL. This is an altered document because Defendants’ Altered FFL still contains Plaintiff’s business name on the document:



115. Defendants make false statements of fact regarding their history and experience in FFL laws, processes, procedure, and ability. Specifically, Defendants refer to a fictitious person that is the claimed president of FFL Trust, they claim to be “FFL Experts since 1995,” and claim to have five-star reviews from customers.

116. All of the above statements of fact are false because Henry Jackson is a fictitious person, <ffltrust.com> was not created until 2013 and could not be servicing customers since 1995,

and the link to the alleged five-star review resolves to a webpage that states “the page you requested could not be found.”

117. These statements of fact were used in commercial advertisements and deceived or were likely to deceive consumers in a material way.

118. These statements of fact were used in commercial advertisements were used in interstate commerce and though an online interactive website.

119. These statements of fact caused or are likely to cause Plaintiff competitive or commerce injury.

120. Defendants are liable for false advertising under the Lanham Act.

121. Defendants are liable for up to three times Plaintiff’s damages, Defendants’ profits, and the costs of this action pursuant to 15 U.S.C. § 1117(a).

122. Defendants are liable for Plaintiff’s attorney fees because this is an exception case pursuant to 15 U.S.C. § 1117(a).

**COUNT 6  
VIOLATION OF THE COMPUTER FRAUD AND ABUSE ACT  
PURSUANT TO 18 U.S.C. § 1030(g)**

123. Plaintiff restates all paragraphs as if fully restated herein.

124. Defendants accessed a protected computer, specifically, Plaintiff’s Microsoft account, Chrome account, MailChimp account, Rackspace account, Wordpress account, and BenchMarkemail account (collectively “Plaintiff’s Accounts”), knowingly with an intent to defraud.

125. Defendant accessed Plaintiff’s Accounts without authorization from Plaintiff.

126. Defendants’ accessing of Plaintiff’s Accounts was in furtherance of Defendants’ intended fraud, namely, Defendants’ theft of Plaintiff’s copyrighted works and trade secrets.

127. Through the unauthorized access to Plaintiff's Accounts, Defendant obtained possession and control of Plaintiff's website and effectively disabled it from operation, obtained possession of Plaintiff's copyrighted works, and possession of Plaintiff's trade secrets, namely, a mailing list with over 100,000 potential customers.

128. Defendants' actions have caused Plaintiff losses aggregating of at least \$5,000 in value.

129. Defendant has violated the Computer Fraud and Abuse Act, 18 U.S.C. § 1030(g).

**COUNT 7  
TRADE SECRET MISAPPROPRIATION  
PURSUANT TO NEW YORK COMMON LAW**

130. Plaintiff restates all paragraphs as if fully restated herein.

131. Plaintiff owns valuable trade secrets in the information, data, processes, and business methods connected to the operation of his website and in his email marketing mailing list ("Plaintiff's Trade Secrets").

132. Plaintiff's Trade Secrets are valuable because his specific operations to run his website, including back-end information such as site structure, meta-tags, plug-ins, and his mailing list of 100,000 potential customers and data regarding those customers email habits, are unknown to its competitors giving Plaintiff a competitive advantage in the marketplace.

133. Plaintiff took measures to maintain the secrecy of it Trade Secrets, including password-protecting the accounts.

134. Defendants used improper and unlawful measures to obtain access to Plaintiff's Trade Secrets.



135. Defendants misappropriated Plaintiff's trade secrets by sending their own email marketing messages to the users on used Plaintiff's email marketing list in an effort to sell Defendants' Guidebooks.

136. Plaintiff has suffered damages as a result of Plaintiff's misappropriation.

137. Plaintiff is entitled to injunctive relief to prohibit Defendants from misappropriated Plaintiff's trade secrets including emailing Plaintiff's mailing list and monetary damages.

**COUNT 8  
DECEPTIVE TRADE PRACTICES  
PURSUANT TO NEW YORK GEN. BUS. LAW § 349**

138. Plaintiff restates all paragraphs as if fully restated herein.

139. Defendants' deceptive acts to send email marketing messages to Plaintiff's email list, provide false statements regarding their experience, skill, personnel, and customer approval, including the alteration of FFLs, were deceptive acts directed at consumers that were misleading in a material manner.

140. Plaintiff has been injured as a result of Defendants' deceptive acts.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully asks that the Court enter the following judgment against Defendants:

1. That Defendants, their officers, agents, servants, employees, and any persons in active concert or participation with them be permanently enjoined and restrained from:

- a. Infringing Plaintiff's copyright rights in Plaintiff's Works;
- b. Hosting, linking to, distributing, reproducing, copying, uploading, making available for download, indexing, displaying, exhibiting, publicly performing, communicating to the public, streaming, transmitting, or otherwise exploiting or

making any use of Defendants' Infringing Guidebook or the content associated with or related to the content at <ffltrust.com>;

- c. Taking any action that directly or indirectly enables, facilitates, permits, assists, solicits, encourages or induces any user or other third party (i) to copy, host, index, reproduce, download, stream, exhibit, distribute, communicate to the public, upload, link to, transmit, publicly perform, or otherwise use or exploit in any manner any of Plaintiffs' Works or portion(s) thereof; or (ii) to make available any of Plaintiffs' Works for copying, hosting, indexing, reproducing, downloading, streaming, exhibiting, distributing, communicating to the public, uploading, linking to, transmitting, publicly performing, or for any other use or means of exploitation;
- d. Assisting, aiding or abetting any other person or business entity in engaging in or performing any of the activities referred to in the above subparagraphs (a)-(c).

2. Operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product infringing Plaintiff's copyright rights in Plaintiff's Works;

3. Entry of an Order that, at Plaintiff's choosing, the registrant of <ffltrust.com> shall be changed from the current registrant to Plaintiff, and that the domain name registry for <ffltrust.com> shall change the registrar of record for <ffltrust.com> to a registrar of Plaintiff's selection; or that the same domain name registry and/or registrar shall disable the <ffltrust.com> domain name and make it inactive and untransferable;

4. That third parties providing services used in connection with <ffltrust.com>, including without limitation, web hosting providers, cloud services providers, digital advertising service providers, search-based online advertising services (such as through paid inclusion, paid search

results, sponsored search results, sponsored links, and Internet keyword advertising), domain name registration privacy protection services, providers of social media services (e.g., Facebook and Twitter), and user generated and online content services (e.g., YouTube, Flickr and Tumblr) be required to cease or disable providing such services to Defendants in relation to <ffltrust.com> and/or infringement of Plaintiffs' Works, including de-indexing <ffltrust.com> from any search results;

5. That the transfer of Defendants' assets to Plaintiff, specifically including assets in any connected to or associated with Defendants' payment processor accounts, including but not limited to Stripe, PayPal, eWay, Visa, Mastercard, and American Express, arising from, related to, or to account for their infringement of Plaintiffs' Works or other monetary awards be restricted and ordered by the Court;

6. That Defendants account for and pay Plaintiff all profits realized by Defendants by reason of their unlawful acts alleged here for infringement of Plaintiff's Works;

7. That Plaintiff be awarded its damages as well as profits realized by Defendants by reason of Defendants' unlawful acts herein alleged, and that the amount of damages s be increased by a sum not exceeding three times the amount thereof as provided by 15 U.S.C. § 1117;

8. In the alternative to actual damages and profits, that Plaintiff be awarded statutory damages in the amount of \$150,000 for each of Plaintiffs' Works that Defendants have infringed or for such other amounts as may be proper pursuant to 17 U.S.C. § 504(c);

9. That Plaintiff be awarded its costs and attorneys' fees incurred in this action.

10. That Plaintiff be awarded pre-judgment interest on its judgment.

11. Such other and further relief as the Court may deem equitable, proper and just.

Date: 3.14.17

Respectfully submitted,  
REVISION LEGAL, PLLC

By:  \_\_\_\_\_

Anderson J. Duff (AD2029)  
Eric Misterovich  
John Di Giacomo  
244 5th Ave. Ste. 2230  
New York, New York 10001  
(888) 986-7304

**JURY DEMAND**

Plaintiff requests a trial by jury on all eligible counts within its Verified Complaint.

Date: 3.14.17

Respectfully submitted,  
REVISION LEGAL, PLLC

By:  \_\_\_\_\_

Anderson J. Duff (AD2029)  
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