

Konrad L. Trope (California SBN: 133214)
TROPE LAW GROUP, P.C.
5737 Kanan Rd., #585
Agoura Hills, CA 91301
Phone: (818) 575-7423
Email: ktrope@tropelawgroup.com

Attorneys for Plaintiffs Bruder Releasing Inc., and
World Wrestling Organization,

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

BRUDER RELEASING INC., a
California Incorporation; and WORLD
WRESTLING ORGANIZATION,
headquartered in San Diego California.

Plaintiff,

vs.

GRUPO TELEVISA, S.A.B., a mass
media corporation head quartered in
Mexico City, Mexico;
TELEVISAUNIVISION, INC., a
Mexican-American media company
incorporated in Delaware; PLUTO TV,
online streaming service owned and
operated by the Paramount Streaming
division of Paramount Global;
PARAMOUNT STREAMING, a
California Company and a division of
Paramount Global that oversees the
company's video streaming technology;
PARAMOUNT GLOBAL, a mass
media and entertainment conglomerate
and a Delaware incorporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No: 5:24-cv-01133

[Before the Hon. _____]

**COMPLAINT FOR DAMAGES, AND
DECLARATORY RELIEF:**

1. Direct Copyright Infringement, 17
U.S.C. §§ 101, *et seq.*;
2. Direct Copyright Infringement 17
U.S.C. §§ 101, *et seq.*;
3. Direct Copyright Infringement 17
U.S.C. §§ 101, *et seq.*;
4. Direct Copyright Infringement 17
U.S.C. §§ 101, *et seq.*;
5. Direct Copyright Infringement 17
U.S.C. §§ 101, *et seq.*;
6. Direct Copyright Infringement 17
U.S.C. §§ 101, *et seq.*;
7. Direct Copyright Infringement 17
U.S.C. §§ 101, *et seq.*;
8. Direct Copyright Infringement 17
U.S.C. §§ 101, *et seq.*;
9. Direct Copyright Infringement 17
U.S.C. §§ 101, *et seq.*;
10. Direct Copyright Infringement 17
U.S.C. §§ 101, *et seq.*;
11. Direct Copyright Infringement, 17
U.S.C. §§ 101, *et seq.*;
12. Direct Copyright Infringement 17
U.S.C. §§ 101, *et seq.*;
13. Direct Copyright Infringement 17
U.S.C. §§ 101, *et seq.*;
14. Direct Copyright Infringement 17
U.S.C. §§ 101, *et seq.*;
15. Direct Copyright Infringement 17
U.S.C. §§ 101, *et seq.*;
16. Direct Copyright Infringement 17
U.S.C. §§ 101, *et seq.*;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

17. Direct Copyright Infringement 17 U.S.C. §§ 101, *et seq.*;
18. Direct Copyright Infringement 17 U.S.C. §§ 101, *et seq.*;
19. Direct Copyright Infringement 17 U.S.C. §§ 101, *et seq.*;
20. Direct Copyright Infringement 17 U.S.C. §§ 101, *et seq.*;
21. Direct Copyright Infringement, 17 U.S.C. §§ 101, *et seq.*;
22. Direct Copyright Infringement 17 U.S.C. §§ 101, *et seq.*;
23. Direct Copyright Infringement 17 U.S.C. §§ 101, *et seq.*;
24. Direct Copyright Infringement 17 U.S.C. §§ 101, *et seq.*;
25. Direct Copyright Infringement 17 U.S.C. §§ 101, *et seq.*;
26. Direct Copyright Infringement 17 U.S.C. §§ 101, *et seq.*;
27. Direct Copyright Infringement 17 U.S.C. §§ 101, *et seq.*;
28. Direct Copyright Infringement 17 U.S.C. §§ 101, *et seq.*;
29. Direct Copyright Infringement 17 U.S.C. §§ 101, *et seq.*;
30. Direct Copyright Infringement 17 U.S.C. §§ 101, *et seq.*;
31. Breach of Contract;
32. Breach of Contract;
33. Breach of Contract;
34. Breach of Contract;
35. Breach of Contract;
36. Breach of Contract;
37. Breach of Contract;
38. Breach of Contract;
39. Breach of Contract;
40. Breach of Contract;
41. Breach of Contract;
42. Breach of Contract;
43. Breach of Contract;
44. Breach of Contract;
45. Breach of Contract;
46. Breach of Contract;
47. Breach of Contract;
48. Breach of Contract;
49. Breach of Contract;
50. Breach of the Covenant of Good Faith and Fair Dealing;
51. Breach of the Covenant of Good Faith and Fair Dealing;
52. Breach of the Covenant of Good Faith and Fair Dealing;
53. Breach of the Covenant of Good Faith and Fair Dealing;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

54. Breach of the Covenant of Good Faith and Fair Dealing;
55. Breach of the Covenant of Good Faith and Fair Dealing;
56. Breach of the Covenant of Good Faith and Fair Dealing;
57. Breach of the Covenant of Good Faith and Fair Dealing;
58. Breach of the Covenant of Good Faith and Fair Dealing;
59. Breach of the Covenant of Good Faith and Fair Dealing;
60. Breach of the Covenant of Good Faith and Fair Dealing;
61. Breach of the Covenant of Good Faith and Fair Dealing;
62. Breach of the Covenant of Good Faith and Fair Dealing;
63. Breach of the Covenant of Good Faith and Fair Dealing;
64. Breach of the Covenant of Good Faith and Fair Dealing;
65. Breach of the Covenant of Good Faith and Fair Dealing;
66. Breach of the Covenant of Good Faith and Fair Dealing;
67. Breach of the Covenant of Good Faith and Fair Dealing;
68. Breach of the Covenant of Good Faith and Fair Dealing;
69. False Designation of Origin, 15 U.S.C. §1125(a);
70. False Designation of Origin, 15 U.S.C. §1125(a);
71. False Designation of Origin, 15 U.S.C. §1125(a);
72. False Designation of Origin, 15 U.S.C. §1125(a);
73. False Designation of Origin, 15 U.S.C. §1125(a);
74. False Designation of Origin, 15 U.S.C. §1125(a);
75. False Designation of Origin, 15 U.S.C. §1125(a);
76. False Designation of Origin, 15 U.S.C. §1125(a);
77. False Designation of Origin, 15 U.S.C. §1125(a);
78. False Designation of Origin, 15 U.S.C. §1125(a);
79. False Designation of Origin, 15 U.S.C. §1125(a);
80. False Designation of Origin, 15 U.S.C. §1125(a);
81. False Designation of Origin, 15

U.S.C. §1125(a);
 82. False Designation of Origin, 15
 U.S.C. §1125(a);
 83. False Designation of Origin, 15
 U.S.C. §1125(a);
 84. False Designation of Origin, 15
 U.S.C. §1125(a);
 85. False Designation of Origin, 15
 U.S.C. §1125(a);
 86. False Designation of Origin, 15
 U.S.C. §1125(a);
 87. False Designation of Origin, 15
 U.S.C. §1125(a);
 88. False Designation of Origin, 15
 U.S.C. §1125(a);
 89. False Designation of Origin, 15
 U.S.C. §1125(a);
 90. False Designation of Origin, 15
 U.S.C. §1125(a);
 91. False Designation of Origin, 15
 U.S.C. §1125(a);
 92. False Designation of Origin, 15
 U.S.C. §1125(a);
 93. False Designation of Origin, 15
 U.S.C. §1125(a);
 94. False Designation of Origin, 15
 U.S.C. §1125(a);
 95. False Designation of Origin, 15
 U.S.C. §1125(a);
 96. False Designation of Origin, 15
 U.S.C. §1125(a);
 97. False Designation of Origin, 15
 U.S.C. §1125(a);
 98. False Designation of Origin, 15
 U.S.C. §1125(a); and
JURY DEMAND

COMES NOW, Plaintiffs BRUDER RELEASING, INC. (“BRI”), a California incorporation that operates as a production and releasing company; WORLD WRESTLING ORGANIZATION, a California head quartered company that focuses on bringing *Lucha Libre* (Mexican wrestling) beyond Mexico, by producing and distributing content across multiple platforms to territories like Mexico, Brazil, and Latin-America presenting their complaint herein against Defendants GRUPO TELEVIA, S.A.B., (“Televisa”), a mass media corporation headquartered in Mexico City, Mexico; TELEVISAUNIVISION, (“TelevisaUnivision”), a Mexican-American media company incorporated in Delaware and a California registered corporate agent; PLUTO TV, (“Pluto TV”), an

1 online streaming service owned and operated by the Paramount Streaming division
2 of Paramount Global; PARAMOUNT STREAMING, (“Paramount Streaming”), a
3 California Company and a division of Paramount Global that oversees the company’s
4 video streaming technology; PARAMOUNT GLOBAL, (“Paramount Global”), a
5 mass media and entertainment conglomerate and a Delaware incorporation; and
6 allege as follows.

7 THE PARTIES

8 1. Plaintiff Bruder Releasing, Inc., is a California incorporation that
9 operates as a production and releasing company, (“BRI”).

10 2. Plaintiff World Wrestling Organization is head quartered in San Diego,
11 California and focuses on bringing *Lucha Libre* (Mexican wrestling) beyond Mexico,
12 by producing and distributing content across multiple platforms to territories like
13 Mexico, Brazil, and Latin-America, (“WWO”).

14 3. Defendant Grupo Televisa, S.A.B., is head quartered in Mexico City,
15 Mexico and is a mass media corporation, (“Televisa”).

16 4. Defendant TelevisaUnivision is a Mexican-American media company
17 incorporated in Delaware and a California registered corporate agent; and Televisa
18 owns a 45% stake of TelevisaUnivision, (“TelevisaUnivision”).

19 5. Defendant Pluto TV is an online streaming service owned and operated
20 by the Paramount Streaming division of Paramount Global, (“Pluto TV”).

21 6. Defendant Paramount Streaming is a California Company and a division
22 of Paramount Global that oversees the company’s video streaming technology,
23 (“Paramount Streaming”).

24 7. Defendant Paramount Global is the parent company to Paramount
25 Streaming and its subsidiaries and is a Delaware incorporated mass media and
26 entertainment conglomerate, (“Paramount Global”).

27 8. Plaintiff BRI had a license agreement with Televisa and Plaintiff
28 delivered 30 World Wrestling Organization (“WWO”) shows to Televisa. This

1 license agreement began on November 1st, 2019, and terminated on October 31st,
2 2020. A true and correct copy of the distribution agreement is attached hereto and
3 incorporated herein by reference as though set forth in full as **Exhibit '1'**.

4 9. Plaintiff BRI also has a license agreement with Televisa for programs
5 selected by Televisa upon availability notice created by BRI on a quarterly basis for
6 Televisa to select and distribute. The license period started on February 1st, 2020, and
7 terminated on January 31st, 2023. A true and correct copy of the distribution
8 agreement is attached hereto and incorporated herein by reference as though set forth
9 in full as **Exhibit '2'**.

10 10. Plaintiffs are informed, believe, and thereon allege that the Defendants
11 Televisa, Pluto TV, Paramount Streaming, and Paramount Global were aware,
12 authorized, approved, and conspired with other Defendants in the illegal conduct of
13 Defendants Televisa and Pluto TV alleged herein.

14 11. The true names and capacities of the Defendants sued in this Complaint
15 as DOES 1 through 10, inclusive, whether individual, corporate, associate, or
16 otherwise, are presently unknown to Plaintiffs who therefore sue these Defendants
17 by such fictitious names. Plaintiffs will amend this Complaint to set forth the true
18 names and capacities of DOES 1 through 10, inclusive, when they have been
19 ascertained or at the time of trial herein. Plaintiffs are informed, believe, and thereon
20 allege that each of these such fictitiously named Defendants participated in some
21 manner in the events and occurrences referred to hereinafter and/or proximately
22 caused the damages complained of herein.

23 12. Plaintiffs are informed, believe, and thereon allege that, at all times
24 herein mentioned, each of the Defendants (including *inter alia*, the fictitiously named
25 Defendants) were the agent, servant, employee or co-conspirator of each of the other
26 Defendants, and doing the things herein alleged, was acting in the scope of their, or
27 its actual, apparent or special authority as such agent, servant, employee or co-
28 conspirator, and with the permission or consent of each such co-Defendant.

JURISDICTION AND VENUE

13. Plaintiffs brings this civil action pursuant to the Copyright Act of 1976, as amended, 17 U.S.C §§ 101, 501, *et seq.*; the Lanham Act as codified at 15 U.S.C. §§ 1125, *et seq.*

14. Plaintiffs are informed, believe, and thereon allege that Defendant Televisa, while a Mexican company head quartered in Mexico, provides service worldwide. In 2021, Televisa sold the company's media and entertainment assets for a 45% stake, to Univision Communications and formed a new company called TelevisaUnivision. TelevisaUnivision is and was at all relevant times a corporation formed under the laws of the State of Delaware with its principal place of business in Florida. However, TelevisaUnivision is a California Registered Corporation.

15. Pluto TV is an online streaming service and a subsidiary of Paramount Streaming and Paramount Global – incorporated in Delaware providing services nationally and internationally. For purposes of this complaint, Plaintiffs are informed, believe, and thereon allege that the infringing misconduct and acts took place in California.

16. Plaintiffs are informed, believe, and thereon allege that because streaming occurs over the internet, inevitably, the streaming of 30 WWO titles for 19 months beyond the licensing agreement's expiry took place within the borders of California.

17. The Court has jurisdiction over the subject matter of this action pursuant to the Copyright Act of the United States, 17 U.S.C. §§ 101, 501 *et seq.* and pursuant to 28 U.S.C. § 1338(a).

18. Venue is properly laid in this Court pursuant to 28 U.S.C. §§ 1391(b) and 1400(a) because the Defendants reside, may be found, or transact business in this District.

1 19. This court also has supplemental jurisdiction over all other claims that
 2 do not arise under a federal statute in that these supplemental claims are so related to
 3 the claims in the action within such original jurisdiction of this court that they form
 4 part of the same case or controversy under Article III of the *United States*
 5 *Constitution* pursuant to 28 U.S.C. § 1367.

6 7 **FACTS COMMON TO ALL CLAIMS FOR RELIEF**

8 20. Plaintiffs are informed, believe, and thereon allege that Espinoza
 9 Peralta Armando Francisco (“Armando Espinosa”) is the copyright holder of the
 10 World Wrestling Organization. A true and correct copy of the copyright certificate is
 11 attached hereto and incorporated herein by reference as though set forth in full as
 12 **Exhibit ‘3’.**

13 21. Plaintiffs are informed, believe, and thereon allege that Armando
 14 Espinosa is entitled to international copyright protections under the Berne
 15 Convention for the Protection of Literary and Artistic Works (“Berne Convention”).
 16 The Berne Convention requires all members to (1) have certain levels of copyright
 17 protection, (2) protect the works made by citizens of other member countries, and (3)
 18 allow owners from Berne Convention signatory nations to bring claims of copyright
 19 infringement in United States courts. 17 U.S.C. §§101, *et seq.*; *Liaigre v. California*
 20 *Furniture Collection*, 2022 WL 18278600, at *7 (C.D. Cal. Oct. 6, 2022). As the
 21 United States of America and Mexico are members to the Berne Convention, they
 22 are required to protect the copyright of works made by citizens of other member
 23 countries. Berne Convention Implementation Act of 1988, Pub. L. No. 100-568, 102
 24 Stat. 2853 (March 1, 1989).

25 22. Plaintiffs are informed, believe, and thereon allege that on or about
 26 October 10th, 2019, BRI licensed WWO’s titles to Televisa to Pay Per View (“PPV”)
 27 and Video on Demand (“VOD”) on Over the Top (“OTT”) broadcast television. A
 28

1 true and correct copy of the distribution agreement is attached hereto and
2 incorporated herein by reference as though set forth in full as **Exhibit ‘4’**.

3 23. Plaintiffs are informed, believe, and thereon allege that on or about
4 October 16th, 2019, BRI and Televisa entered into a Distribution Agreement
5 (“Agreement”) for 30 wrestling shows (“30 WWO titles”) of the World Wrestling
6 Organization (“WWO”), with a length of 60 minutes each. For this Agreement, the
7 license period shall start on November 1st, 2019, and shall terminate on October 31st,
8 2020. Further, the distributor shall make payments to the Licensor’s Bank Account
9 on a quarterly basis in USD, corresponding to 70% of the Net Receipts. See **Exhibit**
10 **1**.

11 24. Plaintiffs are informed, believe, and thereon allege that on or about
12 January 28th, 2020, BRI and Televisa entered into a Distribution Agreement
13 (“Agreement”) for any programs BRI sends to Televisa on a quarterly basis in the
14 form of an availability notice list. Televisa is free to select those titles to be distributed
15 in terms of this Agreement. For this Agreement, the license period shall start on
16 February 1st, 2020, and shall terminate on January 31st, 2023. Further, the distributor
17 shall make payments to the Licensor’s Bank Account on a quarterly basis in USD,
18 corresponding to 70% of the Net Receipts. Through this Agreement, the Distributor
19 is entitled to distribute the Programs to any of its affiliates, subsidiaries, or companies
20 that are a part of Grupo Televisa, (“Distribution Rights”). See **Exhibit 2**.

21 25. Plaintiffs are informed, believe, and thereon allege that on or about June
22 29th, 2020, Mario Castro, Director of Sales Asia & Africa from Televisa asked Marc
23 Bruder, President of BRI if BRI would agree to include WWO on Pluto TV. Pluto
24 TV is an online streaming service and a subsidiary of Paramount Streaming and
25 Paramount Global – incorporated in Delaware providing services nationally and
26 internationally. BRI approved including WWO on Pluto TV. A true and correct copy
27 of the email communication is attached hereto and incorporated herein by reference
28 as though set forth in full as **Exhibit ‘5’**.

1 26. Plaintiffs are informed, believe, and thereon allege that on or about April
2 2021, Televisa announced that they would sell the company's media and
3 entertainment assets to Univision Communications. Televisa will own a 45% stake
4 of the company and the new company will be known as TelevisaUnivision. This
5 transaction was completed by January 31, 2022.

6 27. Plaintiffs are informed, believe, and thereon allege that following the
7 Distribution Rights as set out in **Exhibit 2**, the distributor is now TelevisaUnivision
8 and Pluto TV as Grupo Televisa was originally entitled to distribute the Programs to
9 any of its affiliates, subsidiaries, or companies that were a part of Televisa.

10 28. Plaintiffs are informed, believe, and thereon allege that according to the
11 terms of Payment set out in both **Exhibit 1** and **Exhibit 2**, the Distributor (now
12 TelevisaUnivision, Pluto TV, Paramount Streaming, and Paramount Global) were to
13 make payments to the licensor's Bank Account on a quarterly basis in USD,
14 corresponding to 70% of the Net Receipts. However, after revenue reports from the
15 Third Quarter in 2021 for the months of July, August, and September, BRI has not
16 received any more revenue reports. Email communications from March 2022 to
17 August 2022 show BRI consistently following up and requesting revenue reports
18 from Televisa, TelevisaUnivision, and Pluto TV who have passively failed to provide
19 any revenue reports or payment in the form of royalties. A true and correct copy of
20 the email communication is attached hereto and incorporated herein by reference as
21 though set forth in full as **Exhibit '6'**.

22 29. Plaintiffs are informed, believe, and thereon allege that by not
23 performing on terms of payment agreed upon, there has been a breach of contract and
24 a breach of the covenant of good faith and fair dealing implied in the contract for
25 over 19 months. TelevisaUnivision has failed to provide BRI with any royalty
26 statements despite repeated requests as seen in **Exhibit 6**.

27 30. Plaintiffs are informed, believe, and thereon allege that the licensing
28 agreement was terminated via email communication on August 18, 2022, from Yani

1 Ojito, Senior Manager – Content partnerships, at Pluto TV indicating to Marc Bruder,
2 President at BRI, that the programming team at Pluto TV has decided to “pass on
3 renewing.” The email stated that Pluto TV did not have any additional interest in
4 airing the content. A true and correct copy of the notice of copyright infringement is
5 attached hereto and incorporated herein by reference as though set forth in full as
6 **Exhibit ‘7’**.

7 31. Plaintiffs are informed, believe, and thereon allege that in an email dated
8 August 19th, 2022, TelevisaUnivision claimed that all episodes of WWO were deleted
9 from their drive.

10 32. Plaintiffs are informed, believe, and thereon allege that on January 19th,
11 2023, and August 21st, 2023, WWO notified BRI about WWO titles being available
12 to view on Pluto TV, a public platform. By continuing to display WWO titles after
13 the license agreement was terminated, Pluto TV, TelevisaUnivision, Paramount
14 Streaming, and Paramount Global have reaped additional profits and continue to
15 retain all income generated from their ongoing unauthorized distribution of WWO
16 titles. This results in a willful copyright infringement.

17 33. Plaintiffs are informed, believe, and thereon allege that in or about Fall
18 of 2023, TelevisaUnivision, Pluto TV, Paramount Streaming, and Paramount Global
19 were put on notice by phone and email regarding their infringement of these 30
20 WWO titles for a duration of at least 19 months beyond the authorized license
21 window. Plaintiffs repeatedly contacted TelevisaUnivision and Pluto TV regarding
22 the unlicensed and unauthorized distribution of WWO program contents which
23 received no response.

24 34. Plaintiffs are informed, believe, and thereon allege that on October 30th,
25 2023, WWO sent out a final notice of copyright infringement to TelevisaUnivision
26 and Pluto TV. A true and correct copy of the notice of copyright infringement is
27 attached hereto and incorporated herein by reference as though set forth in full as
28 **Exhibit ‘8’**.

1 35. Plaintiffs are informed, believe, and thereon allege that on November
 2 2023, there was a conference call held with representatives of TelevisaUnivision,
 3 Pluto TV, Paramount Streaming, and Paramount Global. During this call, the
 4 Defendants admitted their error but attempted to say it was inadvertent, which
 5 Plaintiffs reject based on the fact that in August 2022, Pluto TV communicated the
 6 termination of the License Agreement. *See supra* paragraph 30.

7 36. Plaintiffs are informed, believe, and thereon allege that on February 28th,
 8 2024, Paramount sent a tabular representation of revenue received after Televisa-
 9 MTVNLA license agreement was terminated. The tabular representation begins on
 10 the date of September 1st, 2022, and ends on October 1st, 2023. This shows that
 11 Paramount displayed 30 titles of WWO on their streaming service – a place open to
 12 the public for 19 months after the license expired. Willfully displaying 30 titles of
 13 WWO after the license expired, is a willful violation of copyright. A true and correct
 14 copy of the tabular representation of revenue received after the Televisa-MTVNLA
 15 license agreement was terminated is attached hereto and incorporated herein by
 16 reference as though set forth in full as **Exhibit ‘9’**.

17 37. A copyright owner is required to prove infringement was committed
 18 willfully. *See* 17 U.S.C §504(c)(2). Once proved, a copyright owner may be awarded
 19 statutory damages to a sum not more than \$150,000. By continuing to stream the 30
 20 WWO titles for 19 months, it is clear that the infringement committed was willful.

21 38. The Copyright Act does not require proof that the protected work was
 22 actually viewed by anyone; and defines “publicly” to require that the display be “a
 23 place open to the public.” 17 U.S.C. §101. Any “publicly” accessible server is thus
 24 encompassed by this definition. *Bell v. Wilmott Storage Services*, 12 F. 4th 1065,
 25 1074 (9th Cir. 2021). Further, by continuing to keep the 30 WWO titles on its
 26 websites and platforms there has been an infringement of the exclusive right of public
 27 display that is fixed and embodied in a perceivable format on Pluto TV’s platforms.
 28 *See Hunley v. Instagram*, 73 F.4th 1060, 1069 (9th Cir. 2023).

39. Plaintiffs are informed and believe and thereon allege that the Defendants' acts of infringement are ongoing and continue to this day, including still publicly displaying on the internet through Pluto TV platforms WWO titles 19 months after the license was terminated.

FIRST CLAIM FOR RELIEF

[Direct Copyright Infringement Against all Defendants for

Title 1: WWO *Destruccion Total* #1]

(Violations of 17 U.S.C. §§ 101, 106, 504)

40. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 39, inclusive, as if fully set forth herein.

41. Armando Espinosa is and at all relevant times has been the owner of the valid copyright to all titles of World Wrestling Organization ("WWO"), with a copyright registration number of 03-2023-112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

42. Defendant Pluto TV was allowed to publicly display the 30 titles of WWO on its streaming service provided that the Distributor, Televisa and Pluto TV, continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

43. After the third quarter in 2021, no revenue reports or payments were made to BRI for the display of the 30 titles of WWO on Pluto TV's streaming services. *See supra* ¶ 27–28.

44. All the Defendants' conduct described hereinabove constitutes:

- a. Tortious interference with Plaintiffs' contractual rights as to copying and distribution of the 30 titles of WWO in violation of 17 U.S.C. §§101, 106, and 205; and
- b. Tortious interference with Plaintiffs' prospective economic advantages related to the copying and distribution of the 30 titles of WWO in violation of 17 U.S.C. §§ 101, 106, 205.

1 45. Thus, Defendants have realized unjust profits, gains, and advantages as
2 a proximate result of their repeated infringements.

3 46. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have
4 deliberately and intentionally failed to communicate with BRI or pay revenue as per
5 the payment terms of the license distribution agreement. Further, they fraudulently
6 and intentionally continued to publicly display this title of WWO on streaming
7 services even after the license agreement had expired.

8 47. Plaintiffs are entitled to recover from all the Defendants the amount of
9 actual damages sustained or incurred as a result of the infringement under 17 U.S.C.
10 §504, and such amount as shown by the appropriate evidence and profits lost.

11 48. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
12 damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the defendants were
13 willful, intentional, deliberate, with malice, and in complete reckless disregard of
14 Plaintiffs' rights. Here, Title 1: WWO *Destrucion Total* #1, was continuously,
15 intentionally, and publicly displayed for 19 months after the license had expired. The
16 statutory damages that should be awarded for this title are \$2,850,000.00 or an
17 amount to be proven at trial.

18 49. Plaintiffs are also entitled to recover attorneys' fees and cost of suit
19 pursuant to 17 U.S.C. §505.

20 50. The Defendants' conduct has caused, and, unless enjoined by the court,
21 will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully
22 compensated or measured in monetary damages Plaintiffs have no adequate remedy
23 at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to
24 prohibit further infringement of Plaintiffs' rights to the WWO title.

25
26 **SECOND CLAIM FOR RELIEF**

27 [Direct Copyright Infringement Against all Defendants for
28 Title 2: WWO *Destrucion Total* #2]

(Violations of 17 U.S.C. §§ 101, 106, 504)

51. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 39, inclusive, as if fully set forth herein.

52. Armando Espinosa is and at all relevant times has been the owner of the valid copyright to all titles of World Wrestling Organization (“WWO”), with a copyright registration number of 03-2023-112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

53. Defendant Pluto TV was allowed to publicly display the 30 titles of WWO on its streaming service provided that the Distributor, Televisa and Pluto TV, continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

54. After the third quarter in 2021, no revenue reports or payments were made to BRI for the display of the 30 titles of WWO on Pluto TV’s streaming services. *See supra* ¶ 27–28.

55. All the Defendants’ conduct described hereinabove constitutes:

- a. Tortious interference with Plaintiffs’ contractual rights as to copying and distribution of the 30 titles of WWO in violation of 17 U.S.C. §§101, 106, and 205; and
- b. Tortious interference with Plaintiffs’ prospective economic advantages related to the copying and distribution of the 30 titles of WWO in violation of 17 U.S.C. §§ 101, 106, 205.

56. Thus, Defendants have realized unjust profits, gains, and advantages as a proximate result of their repeated infringements.

57. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have deliberately and intentionally failed to communicate with BRI or pay revenue as per the payment terms of the license distribution agreement. Further, they fraudulently and intentionally continued to publicly display this title of WWO on streaming services even after the license agreement had expired.

1 64. Defendant Pluto TV was allowed to publicly display the 30 titles of
2 WWO on its streaming service provided that the Distributor, Televisa and Pluto TV,
3 continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

4 65. After the third quarter in 2021, no revenue reports or payments were
5 made to BRI for the display of the 30 titles of WWO on Pluto TV's streaming
6 services. *See supra* ¶ 27–28.

7 66. All the Defendants' conduct described hereinabove constitutes:

8 a. Tortious interference with Plaintiffs' contractual rights as to
9 copying and distribution of the 30 titles of WWO in violation of 17
10 U.S.C. §§101, 106, and 205; and

11 b. Tortious interference with Plaintiffs' prospective economic
12 advantages related to the copying and distribution of the 30 titles of
13 WWO in violation of 17 U.S.C. §§ 101, 106, 205.

14 67. Thus, Defendants have realized unjust profits, gains, and advantages as
15 a proximate result of their repeated infringements.

16 68. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have
17 deliberately and intentionally failed to communicate with BRI or pay revenue as per
18 the payment terms of the license distribution agreement. Further, they fraudulently
19 and intentionally continued to publicly display this title of WWO on streaming
20 services even after the license agreement had expired.

21 69. Plaintiffs are entitled to recover from all the defendants the amount of
22 actual damages sustained or incurred as a result of the infringement under 17 U.S.C.
23 §504, and such amount as shown by the appropriate evidence and profits lost.

24 70. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
25 damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the defendants were
26 willful, intentional, deliberate, with malice, and in complete reckless disregard of
27 Plaintiffs' rights. Here, Title 3: *WWO Destruccion The Crash*, was continuously,
28 intentionally, and publicly displayed for 19 months after the license had expired. The

1 statutory damages that should be awarded for this title are \$2,850,000.00 or an
2 amount to be proven at trial.

3 71. Plaintiffs are also entitled to recover attorneys' fees and cost of suit
4 pursuant to 17 U.S.C. §505.

5 72. The Defendants' conduct has caused, and, unless enjoined by the court,
6 will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully
7 compensated or measured in monetary damages Plaintiffs have no adequate remedy
8 at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to
9 prohibit further infringement of Plaintiffs' rights to the WWO title.

10 11 **FOURTH CLAIM FOR RELIEF**

12 [Direct Copyright Infringement Against all Defendants for

13 Title 4: WWO *Apocalipsis*]

14 (Violations of 17 U.S.C. §§ 101, 106, 504)

15 73. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
16 through 39 , inclusive, as if fully set forth herein.

17 74. Armando Espinosa is and at all relevant times has been the owner of the
18 valid copyright to all titles of World Wrestling Organization ("WWO"), with a
19 copyright registration number of 03-2023-112910551300-01, reflecting a filing date
20 of November 29th, 2023. **See Exhibit 3.**

21 75. Defendant Pluto TV was allowed to publicly display the 30 titles of
22 WWO on its streaming service provided that the Distributor, Televisa and Pluto TV,
23 continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

24 76. After the third quarter in 2021, no royalty reports or payments were
25 made to BRI for the display of the 30 titles of WWO on Pluto TV's streaming
26 services. *See supra* ¶ 27–28.

27 77. All the Defendants' conduct described hereinabove constitutes:

28 a. Tortious interference with Plaintiffs' contractual rights as to

1 copying and distribution of the 30 titles of WWO in violation of 17
2 U.S.C. §§101, 106, and 205; and

3 b. Tortious interference with Plaintiffs' prospective economic
4 advantages related to the copying and distribution of the 30 titles of
5 WWO in violation of 17 U.S.C. §§ 101, 106, 205.

6 78. Thus, Defendants have realized unjust profits, gains, and advantages as
7 a proximate result of their repeated infringements.

8 79. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have
9 deliberately and intentionally failed to communicate with BRI or pay revenue as per
10 the payment terms of the license distribution agreement. Further, they fraudulently
11 and intentionally continued to publicly display this title of WWO on streaming
12 services even after the license agreement had expired.

13 80. Plaintiffs are entitled to recover from all the Defendants the amount of
14 actual damages sustained or incurred as a result of the infringement under 17 U.S.C.
15 §504, and such amount as shown by the appropriate evidence and profits lost.

16 81. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
17 damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the Defendants were
18 willful, intentional, deliberate, with malice, and in complete reckless disregard of
19 Plaintiffs' rights. Here, Title 4: WWO *Apocalipsis*, was continuously, intentionally,
20 and publicly displayed for 19 months after the license had expired. The statutory
21 damages that should be awarded for this title are \$2,850,000.00 or an amount to be
22 proven at trial.

23 82. Plaintiffs are also entitled to recover attorneys' fees and cost of suit
24 pursuant to 17 U.S.C. §505.

25 83. The Defendants' conduct has caused, and, unless enjoined by the court,
26 will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully
27 compensated or measured in monetary damages Plaintiffs have no adequate remedy
28

1 at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to
 2 prohibit further infringement of Plaintiffs' rights to the WWO title.

3 4 **FIFTH CLAIM FOR RELIEF**

5 [Direct Copyright Infringement Against all Defendants for

6 Title 5: WWO *La Gran Revancha* #1]

7 (Violations of 17 U.S.C. §§ 101, 106, 504)

8 84. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
 9 through 39, inclusive, as if fully set forth herein.

10 85. Armando Espinosa is and at all relevant times has been the owner of the
 11 valid copyright to all titles of World Wrestling Organization ("WWO"), with a
 12 copyright registration number of 03-2023-112910551300-01, reflecting a filing date
 13 of November 29th, 2023. *See Exhibit 3.*

14 86. Defendant Pluto TV was allowed to publicly display the 30 titles of
 15 WWO on its streaming service provided that the Distributor, Televisa and Pluto TV,
 16 continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

17 87. After the third quarter in 2021, no revenue reports or payments were
 18 made to BRI for the display of the 30 titles of WWO on Pluto TV's streaming
 19 services. *See supra* ¶ 27–28.

20 88. All the Defendants' conduct described hereinabove constitutes:

- 21 a. Tortious interference with Plaintiffs' contractual rights as to
- 22 copying and distribution of the 30 titles of WWO in violation of 17
- 23 U.S.C. §§101, 106, and 205; and
- 24 b. Tortious interference with Plaintiffs' prospective economic
- 25 advantages related to the copying and distribution of the 30 titles of
- 26 WWO in violation of 17 U.S.C. §§ 101, 106, 205.

27 89. Thus, Defendants have realized unjust profits, gains, and advantages as
 28 a proximate result of their repeated infringements.

1 90. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have
2 deliberately and intentionally failed to communicate with BRI or pay revenue as per
3 the payment terms of the license distribution agreement. Further, they fraudulently
4 and intentionally continued to publicly display this title of WWO on streaming
5 services even after the license agreement had expired.

6 91. Plaintiffs are entitled to recover from all the defendants the amount of
7 actual damages sustained or incurred as a result of the infringement under 17 U.S.C.
8 §504, and such amount as shown by the appropriate evidence and profits lost.

9 92. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
10 damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the Defendants were
11 willful, intentional, deliberate, with malice, and in complete reckless disregard of
12 Plaintiffs' rights. Here, Title 5: WWO *La Gran Revancha* #1, was continuously,
13 intentionally, and publicly displayed for 19 months after the license had expired. The
14 statutory damages that should be awarded for this title are \$2,850,000.00 or an
15 amount to be proven at trial.

16 93. Plaintiffs are also entitled to recover attorneys' fees and cost of suit
17 pursuant to 17 U.S.C. §505.

18 94. The Defendants' conduct has caused, and, unless enjoined by the court,
19 will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully
20 compensated or measured in monetary damages Plaintiffs have no adequate remedy
21 at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to
22 prohibit further infringement of Plaintiffs' rights to the WWO title.

23
24 /

25 //

26 ///

27 ///

28 ///

SIXTH CLAIM FOR RELIEF

[Direct Copyright Infringement Against all Defendants for

Title 6: WWO *La Gran Revancha* #2]

(Violations of 17 U.S.C. §§ 101, 106, 504)

95. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 39, inclusive, as if fully set forth herein.

96. Armando Espinosa is and at all relevant times has been the owner of the valid copyright to all titles of World Wrestling Organization (“WWO”), with a copyright registration number of 03-2023-112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

97. Defendant Pluto TV was allowed to publicly display the 30 titles of WWO on its streaming service provided that the Distributor, Televisa and Pluto TV, continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

98. After the third quarter in 2021, no revenue reports or payments were made to BRI for the display of the 30 titles of WWO on Pluto TV’s streaming services. *See supra* ¶ 27–28.

99. All the Defendants’ conduct described hereinabove constitutes:

- a. Tortious interference with Plaintiffs’ contractual rights as to copying and distribution of the 30 titles of WWO in violation of 17 U.S.C. §§101, 106, and 205; and
- b. Tortious interference with Plaintiffs’ prospective economic advantages related to the copying and distribution of the 30 titles of WWO in violation of 17 U.S.C. §§ 101, 106, 205.

100. Thus, Defendants have realized unjust profits, gains, and advantages as a proximate result of their repeated infringements.

101. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have deliberately and intentionally failed to communicate with BRI or pay revenue as per the payment terms of the license distribution agreement. Further, they fraudulently

1 and intentionally continued to publicly display this title of WWO on streaming
2 services even after the license agreement had expired.

3 102. Plaintiffs are entitled to recover from all the Defendants the amount of
4 actual damages sustained or incurred as a result of the infringement under 17 U.S.C.
5 §504, and such amount as shown by the appropriate evidence and profits lost.

6 103. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
7 damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the Defendants were
8 willful, intentional, deliberate, with malice, and in complete reckless disregard of
9 Plaintiffs' rights. Here, Title 6: WWO *La Gran Revancha* #2, was continuously,
10 intentionally, and publicly displayed for 19 months after the license had expired. The
11 statutory damages that should be awarded for this title are \$2,850,000.00 or an
12 amount to be proven at trial.

13 104. Plaintiffs are also entitled to recover attorneys' fees and cost of suit
14 pursuant to 17 U.S.C. §505.

15 105. The Defendants' conduct has caused, and, unless enjoined by the court,
16 will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully
17 compensated or measured in monetary damages Plaintiffs have no adequate remedy
18 at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to
19 prohibit further infringement of Plaintiffs' rights to the WWO title.

20 **SEVENTH CLAIM FOR RELIEF**

21 [Direct Copyright Infringement Against all Defendants for

22 Title 7: WWO *Total Domination* #1]

23 (Violations of 17 U.S.C. §§ 101, 106, 504)

24 106. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
25 through 39, inclusive, as if fully set forth herein.

26 107. Armando Espinosa is and at all relevant times has been the owner of the
27 valid copyright to all titles of World Wrestling Organization ("WWO"), with a
28

1 copyright registration number of 03-2023-112910551300-01, reflecting a filing date
2 of November 29th, 2023. *See Exhibit 3.*

3 108. Defendant Pluto TV was allowed to publicly display the 30 titles of
4 WWO on its streaming service provided that the Distributor, Televisa and Pluto TV,
5 continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

6 109. After the third quarter in 2021, no revenue reports or payments were
7 made to BRI for the display of the 30 titles of WWO on Pluto TV's streaming
8 services. *See supra* ¶ 27–28.

9 110. All the Defendants' conduct described hereinabove constitutes:

- 10 a. Tortious interference with Plaintiffs' contractual rights as to
11 copying and distribution of the 30 titles of WWO in violation of 17
12 U.S.C. §§101, 106, and 205; and
- 13 b. Tortious interference with Plaintiffs' prospective economic
14 advantages related to the copying and distribution of the 30 titles of
15 WWO in violation of 17 U.S.C. §§ 101, 106, 205.

16 111. Thus, Defendants have realized unjust profits, gains, and advantages as
17 a proximate result of their repeated infringements.

18 112. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have
19 deliberately and intentionally failed to communicate with BRI or pay revenue as per
20 the payment terms of the license distribution agreement. Further, they fraudulently
21 and intentionally continued to publicly display this title of WWO on streaming
22 services even after the license agreement had expired.

23 113. Plaintiffs are entitled to recover from all the Defendants the amount of
24 actual damages sustained or incurred as a result of the infringement under 17 U.S.C.
25 §504, and such amount as shown by the appropriate evidence and profits lost.

26 114. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
27 damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the defendants were
28 willful, intentional, deliberate, with malice, and in complete reckless disregard of

1 Plaintiffs' rights. Here, Title 7: WWO *Total Domination* #1, was continuously,
 2 intentionally, and publicly displayed for 19 months after the license had expired. The
 3 statutory damages that should be awarded for this title are \$2,850,000.00 or an
 4 amount to be proven at trial.

5 115. Plaintiffs are also entitled to recover attorneys' fees and cost of suit
 6 pursuant to 17 U.S.C. §505.

7 116. The Defendants' conduct has caused, and, unless enjoined by the court,
 8 will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully
 9 compensated or measured in monetary damages Plaintiffs have no adequate remedy
 10 at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to
 11 prohibit further infringement of Plaintiffs' rights to the WWO title.

12 13 **EIGHTH CLAIM FOR RELIEF**

14 [Direct Copyright Infringement Against all Defendants for

15 Title 8: WWO *Total Domination* #2]

16 (Violations of 17 U.S.C. §§ 101, 106, 504)

17 117. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
 18 through 39, inclusive, as if fully set forth herein.

19 118. Armando Espinosa is and at all relevant times has been the owner of the
 20 valid copyright to all titles of World Wrestling Organization ("WWO"), with a
 21 copyright registration number of 03-2023-112910551300-01, reflecting a filing date
 22 of November 29th, 2023. See **Exhibit 3**.

23 119. Defendant Pluto TV was allowed to publicly display the 30 titles of
 24 WWO on its streaming service provided that the Distributor, Televisa and Pluto TV,
 25 continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

26 120. After the third quarter in 2021, no revenue reports or payments were
 27 made to BRI for the display of the 30 titles of WWO on Pluto TV's streaming
 28 services. See *supra* ¶ 27–28.

1 121. All the Defendants' conduct described hereinabove constitutes:

- 2 a. Tortious interference with Plaintiffs' contractual rights as to
3 copying and distribution of the 30 titles of WWO in violation of 17
4 U.S.C. §§101, 106, and 205; and
5 b. Tortious interference with Plaintiffs' prospective economic
6 advantages related to the copying and distribution of the 30 titles of
7 WWO in violation of 17 U.S.C. §§ 101, 106, 205.

8 122. Thus, Defendants have realized unjust profits, gains, and advantages as
9 a proximate result of their repeated infringements.

10 123. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have
11 deliberately and intentionally failed to communicate with BRI or pay revenue as per
12 the payment terms of the license distribution agreement. Further, they fraudulently
13 and intentionally continued to publicly display this title of WWO on streaming
14 services even after the license agreement had expired.

15 124. Plaintiffs are entitled to recover from all the defendants the amount of
16 actual damages sustained or incurred as a result of the infringement under 17
17 U.S.C. §504, and such amount as shown by the appropriate evidence and profits
18 lost.

19 125. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
20 damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the defendants were
21 willful, intentional, deliberate, with malice, and in complete reckless disregard of
22 Plaintiffs' rights. Here, Title 8: WWO *Total Domination* #2, was continuously,
23 intentionally, and publicly displayed for 19 months after the license had expired. The
24 statutory damages that should be awarded for this title are \$2,850,000.00 or an
25 amount to be proven at trial.

26 126. Plaintiffs are also entitled to recover attorneys' fees and cost of suit
27 pursuant to 17 U.S.C. §505.
28

127. The Defendants' conduct has caused, and, unless enjoined by the court, will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully compensated or measured in monetary damages Plaintiffs have no adequate remedy at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to prohibit further infringement of Plaintiffs' rights to the WWO title.

NINTH CLAIM FOR RELIEF

[Direct Copyright Infringement Against all Defendants for

Title 9: WWO *La Cuenta Final*]

(Violations of 17 U.S.C. §§ 101, 106, 504)

128. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 39, inclusive, as if fully set forth herein.

129. Armando Espinosa is and at all relevant times has been the owner of the valid copyright to all titles of World Wrestling Organization ("WWO"), with a copyright registration number of 03-2023-112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

130. Defendant Pluto TV was allowed to publicly display the 30 titles of WWO on its streaming service provided that the Distributor, Televisa and Pluto TV, continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

131. After the third quarter in 2021, no revenue reports or payments were made to BRI for the display of the 30 titles of WWO on Pluto TV's streaming services. *See supra* ¶ 27–28.

132. All the Defendants' conduct described hereinabove constitutes:

- a. Tortious interference with Plaintiffs' contractual rights as to copying and distribution of the 30 titles of WWO in violation of 17 U.S.C. §§101, 106, and 205; and
- b. Tortious interference with Plaintiffs' prospective economic advantages related to the copying and distribution of the 30 titles of

1 WWO in violation of 17 U.S.C. §§ 101, 106, 205.

2 133. Thus, Defendants have realized unjust profits, gains, and advantages as
3 a proximate result of their repeated infringements.

4 134. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have
5 deliberately and intentionally failed to communicate with BRI or pay revenue as per
6 the payment terms of the license distribution agreement. Further, they fraudulently
7 and intentionally continued to publicly display this title of WWO on streaming
8 services even after the license agreement had expired.

9 135. Plaintiffs are entitled to recover from all the Defendants the amount of
10 actual damages sustained or incurred as a result of the infringement under 17 U.S.C.
11 §504, and such amount as shown by the appropriate evidence and profits lost.

12 136. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
13 damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the Defendants were
14 willful, intentional, deliberate, with malice, and in complete reckless disregard of
15 Plaintiffs' rights. Here, Title 9: WWO *La Cuenta Final*, was continuously,
16 intentionally, and publicly displayed for 19 months after the license had expired. The
17 statutory damages that should be awarded for this title are \$2,850,000.00 or an
18 amount to be proven at trial.

19 137. Plaintiffs are also entitled to recover attorneys' fees and cost of suit
20 pursuant to 17 U.S.C. §505.

21 138. The Defendants' conduct has caused, and, unless enjoined by the court,
22 will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully
23 compensated or measured in monetary damages Plaintiffs have no adequate remedy
24 at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to
25 prohibit further infringement of Plaintiffs' rights to the WWO title.

26 /

27 //

28 ///

1 **TENTH CLAIM FOR RELIEF**

2 [Direct Copyright Infringement Against all Defendants for

3 Title 10: WWO *Tijuana En Fuego*]

4 (Violations of 17 U.S.C. §§ 101, 106, 504)

5 139. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
6 through 39 , inclusive, as if fully set forth herein.

7 140. Armando Espinosa is and at all relevant times has been the owner of the
8 valid copyright to all titles of World Wrestling Organization (“WWO”), with a
9 copyright registration number of 03-2023-112910551300-01, reflecting a filing date
10 of November 29th, 2023. *See Exhibit 3.*

11 141. Defendant Pluto TV was allowed to publicly display the 30 titles of
12 WWO on its streaming service provided that the Distributor, Televisa and Pluto TV,
13 continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

14 142. After the third quarter in 2021, no revenue reports or payments were
15 made to BRI for the display of the 30 titles of WWO on Pluto TV’s streaming
16 services. *See supra* ¶ 27–28.

17 143. All the Defendants’ conduct described hereinabove constitutes:

- 18 a. Tortious interference with Plaintiffs’ contractual rights as to
19 copying and distribution of the 30 titles of WWO in violation of 17
20 U.S.C. §§101, 106, and 205; and
21 b. Tortious interference with Plaintiffs’ prospective economic
22 advantages related to the copying and distribution of the 30 titles of
23 WWO in violation of 17 U.S.C. §§ 101, 106, 205.

24 144. Thus, Defendants have realized unjust profits, gains, and advantages as
25 a proximate result of their repeated infringements.

26 145. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have
27 deliberately and intentionally failed to communicate with BRI or pay revenue as per
28 the payment terms of the license distribution agreement. Further, they fraudulently

1 and intentionally continued to publicly display this title of WWO on streaming
2 services even after the license agreement had expired.

3 146. Plaintiffs are entitled to recover from all the Defendants the amount of
4 actual damages sustained or incurred as a result of the infringement under 17 U.S.C.
5 §504, and such amount as shown by the appropriate evidence and profits lost.

6 147. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
7 damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the Defendants were
8 willful, intentional, deliberate, with malice, and in complete reckless disregard of
9 Plaintiffs' rights. Here, Title 10: WWO *Tijuana En Fuego*, was continuously,
10 intentionally, and publicly displayed for 19 months after the license had expired. The
11 statutory damages that should be awarded for this title are \$2,850,000.00 or an
12 amount to be proven at trial.

13 148. Plaintiffs are also entitled to recover attorneys' fees and cost of suit
14 pursuant to 17 U.S.C. §505.

15 149. The Defendants' conduct has caused, and, unless enjoined by the court,
16 will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully
17 compensated or measured in monetary damages Plaintiffs have no adequate remedy
18 at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to
19 prohibit further infringement of Plaintiffs' rights to the WWO title.

20 21 **ELEVENTH CLAIM FOR RELIEF**

22 [Direct Copyright Infringement Against all Defendants for

23 Title 11: WWO *Misterio Mayhem*]

24 (Violations of 17 U.S.C. §§ 101, 106, 504)

25 150. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
26 through 39, inclusive, as if fully set forth herein.

27 151. Armando Espinosa is and at all relevant times has been the owner of the
28 valid copyright to all titles of World Wrestling Organization ("WWO"), with a

1 copyright registration number of 03-2023-112910551300-01, reflecting a filing date
2 of November 29th, 2023. *See Exhibit 3.*

3 152. Defendant Pluto TV was allowed to publicly display the 30 titles of
4 WWO on its streaming service provided that the Distributor, Televisa and Pluto TV,
5 continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

6 153. After the third quarter in 2021, no revenue reports or payments were
7 made to BRI for the display of the 30 titles of WWO on Pluto TV's streaming
8 services. *See supra* ¶ 27–28.

9 154. All the Defendants' conduct described hereinabove constitutes:

- 10 a. Tortious interference with Plaintiffs' contractual rights as to
11 copying and distribution of the 30 titles of WWO in violation of 17
12 U.S.C. §§101, 106, and 205; and
- 13 b. Tortious interference with Plaintiffs' prospective economic
14 advantages related to the copying and distribution of the 30 titles of
15 WWO in violation of 17 U.S.C. §§ 101, 106, 205.

16 155. Thus, Defendants have realized unjust profits, gains, and advantages as
17 a proximate result of their repeated infringements.

18 156. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have
19 deliberately and intentionally failed to communicate with BRI or pay revenue as per
20 the payment terms of the license distribution agreement. Further, they fraudulently
21 and intentionally continued to publicly display this title of WWO on streaming
22 services even after the license agreement had expired.

23 157. Plaintiffs are entitled to recover from all the Defendants the amount of
24 actual damages sustained or incurred as a result of the infringement under 17 U.S.C.
25 §504, and such amount as shown by the appropriate evidence and profits lost.

26 158. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
27 damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the Defendants were
28 willful, intentional, deliberate, with malice, and in complete reckless disregard of

1 Plaintiffs' rights. Here, Title 11: WWO *Misterio Mayhem*, was continuously,
 2 intentionally, and publicly displayed for 19 months after the license had expired. The
 3 statutory damages that should be awarded for this title are \$2,850,000.00 or an
 4 amount to be proven at trial.

5 159. Plaintiffs are also entitled to recover attorneys' fees and cost of suit
 6 pursuant to 17 U.S.C. §505.

7 160. The Defendants' conduct has caused, and, unless enjoined by the court,
 8 will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully
 9 compensated or measured in monetary damages Plaintiffs have no adequate remedy
 10 at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to
 11 prohibit further infringement of Plaintiffs' rights to the WWO title.

12 13 **TWELFTH SECOND CLAIM FOR RELIEF**

14 [Direct Copyright Infringement Against all Defendants for

15 Title 12: WWO *Tag Team Tournament*]

16 (Violations of 17 U.S.C. §§ 101, 106, 504)

17 161. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
 18 through 39, inclusive, as if fully set forth herein.

19 162. Armando Espinosa is and at all relevant times has been the owner of the
 20 valid copyright to all titles of World Wrestling Organization ("WWO"), with a
 21 copyright registration number of 03-2023-112910551300-01, reflecting a filing date
 22 of November 29th, 2023. See **Exhibit 3**.

23 163. Defendant Pluto TV was allowed to publicly display the 30 titles of
 24 WWO on its streaming service provided that the Distributor, Televisa and Pluto TV,
 25 continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

26 164. After the third quarter in 2021, no revenue reports or payments were
 27 made to BRI for the display of the 30 titles of WWO on Pluto TV's streaming
 28 services. See *supra* ¶ 27–28.

1 165. All the Defendants' conduct described hereinabove constitutes:

- 2 a. Tortious interference with Plaintiffs' contractual rights as to
3 copying and distribution of the 30 titles of WWO in violation of 17
4 U.S.C. §§101, 106, and 205; and
5 b. Tortious interference with Plaintiffs' prospective economic
6 advantages related to the copying and distribution of the 30 titles of
7 WWO in violation of 17 U.S.C. §§ 101, 106, 205.

8 166. Thus, Defendants have realized unjust profits, gains, and advantages as
9 a proximate result of their repeated infringements.

10 167. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have
11 deliberately and intentionally failed to communicate with BRI or pay revenue as per
12 the payment terms of the license distribution agreement. Further, they fraudulently
13 and intentionally continued to publicly display this title of WWO on streaming
14 services even after the license agreement had expired.

15 168. Plaintiffs are entitled to recover from all the Defendants the amount of
16 actual damages sustained or incurred as a result of the infringement under 17 U.S.C.
17 §504, and such amount as shown by the appropriate evidence and profits lost.

18 169. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
19 damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the Defendants were
20 willful, intentional, deliberate, with malice, and in complete reckless disregard of
21 Plaintiffs' rights. Here, Title 12: *WWO Tag Team Tournament*, was continuously,
22 intentionally, and publicly displayed for 19 months after the license had expired. The
23 statutory damages that should be awarded for this title are \$2,850,000.00 or an
24 amount to be proven at trial.

25 170. Plaintiffs are also entitled to recover attorneys' fees and cost of suit
26 pursuant to 17 U.S.C. §505.

27 171. The Defendants' conduct has caused, and, unless enjoined by the court,
28 will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully

1 compensated or measured in monetary damages Plaintiffs have no adequate remedy
 2 at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to
 3 prohibit further infringement of Plaintiffs' rights to the WWO title.

4 5 **THIRTEENTH CLAIM FOR RELIEF**

6 [Direct Copyright Infringement Against all Defendants for

7 Title 13: WWO *Tijuana Nights* #1]

8 (Violations of 17 U.S.C. §§ 101, 106, 504)

9 172. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
 10 through 39, inclusive, as if fully set forth herein.

11 173. Armando Espinosa is and at all relevant times has been the owner of the
 12 valid copyright to all titles of World Wrestling Organization ("WWO"), with a
 13 copyright registration number of 03-2023-112910551300-01, reflecting a filing date
 14 of November 29th, 2023. *See Exhibit 3.*

15 174. Defendant Pluto TV was allowed to publicly display the 30 titles of
 16 WWO on its streaming service provided that the Distributor, Televisa and Pluto TV,
 17 continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

18 175. After the third quarter in 2021, no revenue reports or payments were
 19 made to BRI for the display of the 30 titles of WWO on Pluto TV's streaming
 20 services. *See supra* ¶ 27–28.

21 176. All the Defendants' conduct described hereinabove constitutes:

- 22 a. Tortious interference with Plaintiffs' contractual rights as to
- 23 copying and distribution of the 30 titles of WWO in violation of 17
- 24 U.S.C. §§101, 106, and 205; and
- 25 b. Tortious interference with Plaintiffs' prospective economic
- 26 advantages related to the copying and distribution of the 30 titles of
- 27 WWO in violation of 17 U.S.C. §§ 101, 106, 205.

1 177. Thus, Defendants have realized unjust profits, gains, and advantages as
2 a proximate result of their repeated infringements.

3 178. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have
4 deliberately and intentionally failed to communicate with BRI or pay revenue as per
5 the payment terms of the license distribution agreement. Further, they fraudulently
6 and intentionally continued to publicly display this title of WWO on streaming
7 services even after the license agreement had expired.

8 179. Plaintiffs are entitled to recover from all the Defendants the amount of
9 actual damages sustained or incurred as a result of the infringement under 17 U.S.C.
10 §504, and such amount as shown by the appropriate evidence and profits lost.

11 180. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
12 damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the Defendants were
13 willful, intentional, deliberate, with malice, and in complete reckless disregard of
14 Plaintiffs' rights. Here, Title 13: WWO *Tijuana Nights* #1, was continuously,
15 intentionally, and publicly displayed for 19 months after the license had expired. The
16 statutory damages that should be awarded for this title are \$2,850,000.00 or an
17 amount to be proven at trial.

18 181. Plaintiffs are also entitled to recover attorneys' fees and cost of suit
19 pursuant to 17 U.S.C. §505.

20 182. The Defendants' conduct has caused, and, unless enjoined by the court,
21 will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully
22 compensated or measured in monetary damages Plaintiffs have no adequate remedy
23 at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to
24 prohibit further infringement of Plaintiffs' rights to the WWO title.

25 /

26 //

27 ///

28 ///

1 **FOURTEENTH CLAIM FOR RELIEF**

2 [Direct Copyright Infringement Against all Defendants for

3 Title 14: WWO *Tijuana Nights* #2]

4 (Violations of 17 U.S.C. §§ 101, 106, 504)

5 183. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
6 through 39 , inclusive, as if fully set forth herein.

7 184. Armando Espinosa is and at all relevant times has been the owner of the
8 valid copyright to all titles of World Wrestling Organization (“WWO”), with a
9 copyright registration number of 03-2023-112910551300-01, reflecting a filing date
10 of November 29th, 2023. *See Exhibit 3.*

11 185. Defendant Pluto TV was allowed to publicly display the 30 titles of
12 WWO on its streaming service provided that the Distributor, Televisa and Pluto TV,
13 continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

14 186. After the third quarter in 2021, no revenue reports or payments were
15 made to BRI for the display of the 30 titles of WWO on Pluto TV’s streaming
16 services. *See supra* ¶ 27–28.

17 187. All the Defendants’ conduct described hereinabove constitutes:

- 18 a. Tortious interference with Plaintiffs’ contractual rights as to
19 copying and distribution of the 30 titles of WWO in violation of 17
20 U.S.C. §§101, 106, and 205; and
21 b. Tortious interference with Plaintiffs’ prospective economic
22 advantages related to the copying and distribution of the 30 titles of
23 WWO in violation of 17 U.S.C. §§ 101, 106, 205.

24 188. Thus, Defendants have realized unjust profits, gains, and advantages as
25 a proximate result of their repeated infringements.

26 189. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have
27 deliberately and intentionally failed to communicate with BRI or pay revenue as per
28 the payment terms of the license distribution agreement. Further, they fraudulently

1 and intentionally continued to publicly display this title of WWO on streaming
2 services even after the license agreement had expired.

3 190. Plaintiffs are entitled to recover from all the Defendants the amount of
4 actual damages sustained or incurred as a result of the infringement under 17 U.S.C.
5 §504, and such amount as shown by the appropriate evidence and profits lost.

6 191. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
7 damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the Defendants were
8 willful, intentional, deliberate, with malice, and in complete reckless disregard of
9 Plaintiffs' rights. Here, Title 14: WWO *Tijuana Nights* #2, was continuously,
10 intentionally, and publicly displayed for 19 months after the license had expired. The
11 statutory damages that should be awarded for this title are \$2,850,000.00 or an
12 amount to be proven at trial.

13 192. Plaintiffs are also entitled to recover attorneys' fees and cost of suit
14 pursuant to 17 U.S.C. §505.

15 193. The Defendants' conduct has caused, and, unless enjoined by the court,
16 will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully
17 compensated or measured in monetary damages Plaintiffs have no adequate remedy
18 at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to
19 prohibit further infringement of Plaintiffs' rights to the WWO title.

20 **FIFTEENTH CLAIM FOR RELIEF**

21 [Direct Copyright Infringement Against all Defendants for

22 Title 15: WWO *Tijuana Nights* #3]

23 (Violations of 17 U.S.C. §§ 101, 106, 504)

24 194. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
25 through 39, inclusive, as if fully set forth herein.

26 195. Armando Espinosa is and at all relevant times has been the owner of the
27 valid copyright to all titles of World Wrestling Organization ("WWO"), with a
28

1 copyright registration number of 03-2023-112910551300-01, reflecting a filing date
2 of November 29th, 2023. *See Exhibit 3.*

3 196. Defendant Pluto TV was allowed to publicly display the 30 titles of
4 WWO on its streaming service provided that the Distributor, Televisa and Pluto TV,
5 continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

6 197. After the third quarter in 2021, no revenue reports or payments were
7 made to BRI for the display of the 30 titles of WWO on Pluto TV's streaming
8 services. *See supra* ¶ 27–28.

9 198. All the Defendants' conduct described hereinabove constitutes:

- 10 a. Tortious interference with Plaintiffs' contractual rights as to
11 copying and distribution of the 30 titles of WWO in violation of 17
12 U.S.C. §§101, 106, and 205; and
- 13 b. Tortious interference with Plaintiffs' prospective economic
14 advantages related to the copying and distribution of the 30 titles of
15 WWO in violation of 17 U.S.C. §§ 101, 106, 205.

16 199. Thus, Defendants have realized unjust profits, gains, and advantages as
17 a proximate result of their repeated infringements.

18 200. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have
19 deliberately and intentionally failed to communicate with BRI or pay revenue as per
20 the payment terms of the license distribution agreement. Further, they fraudulently
21 and intentionally continued to publicly display this title of WWO on streaming
22 services even after the license agreement had expired.

23 201. Plaintiffs are entitled to recover from all the Defendants the amount of
24 actual damages sustained or incurred as a result of the infringement under 17 U.S.C.
25 §504, and such amount as shown by the appropriate evidence and profits lost.

26 202. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
27 damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the Defendants were
28 willful, intentional, deliberate, with malice, and in complete reckless disregard of

1 Plaintiffs' rights. Here, Title 15: WWO *Tijuana Nights* #3, was continuously,
 2 intentionally, and publicly displayed for 19 months after the license had expired. The
 3 statutory damages that should be awarded for this title are \$2,850,000.00 or an
 4 amount to be proven at trial.

5 203. Plaintiffs are also entitled to recover attorneys' fees and cost of suit
 6 pursuant to 17 U.S.C. §505.

7 204. The Defendants' conduct has caused, and, unless enjoined by the court,
 8 will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully
 9 compensated or measured in monetary damages Plaintiffs have no adequate remedy
 10 at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to
 11 prohibit further infringement of Plaintiffs' rights to the WWO title.

12 13 SIXTEENTH CLAIM FOR RELIEF

14 [Direct Copyright Infringement Against all Defendants for

15 Title 16: WWO *Tijuana Nights* #4]

16 (Violations of 17 U.S.C. §§ 101, 106, 504)

17 205. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
 18 through 39 , inclusive, as if fully set forth herein.

19 206. Armando Espinosa is and at all relevant times has been the owner of the
 20 valid copyright to all titles of World Wrestling Organization ("WWO"), with a
 21 copyright registration number of 03-2023-112910551300-01, reflecting a filing date
 22 of November 29th, 2023. See **Exhibit 3**.

23 207. Defendant Pluto TV was allowed to publicly display the 30 titles of
 24 WWO on its streaming service provided that the Distributor, Televisa and Pluto TV,
 25 continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

26 208. After the third quarter in 2021, no revenue reports or payments were
 27 made to BRI for the display of the 30 titles of WWO on Pluto TV's streaming
 28 services. See *supra* ¶ 27–28.

1 209. All the Defendants' conduct described hereinabove constitutes:

- 2 a. Tortious interference with Plaintiffs' contractual rights as to
3 copying and distribution of the 30 titles of WWO in violation of 17
4 U.S.C. §§101, 106, and 205; and
5 b. Tortious interference with Plaintiffs' prospective economic
6 advantages related to the copying and distribution of the 30 titles of
7 WWO in violation of 17 U.S.C. §§ 101, 106, 205.

8 210. Thus, Defendants have realized unjust profits, gains, and advantages as
9 a proximate result of their repeated infringements.

10 211. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have
11 deliberately and intentionally failed to communicate with BRI or pay revenue as per
12 the payment terms of the license distribution agreement. Further, they fraudulently
13 and intentionally continued to publicly display this title of WWO on streaming
14 services even after the license agreement had expired.

15 212. Plaintiffs are entitled to recover from all the Defendants the amount of
16 actual damages sustained or incurred as a result of the infringement under 17 U.S.C.
17 §504, and such amount as shown by the appropriate evidence and profits lost.

18 213. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
19 damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the Defendants were
20 willful, intentional, deliberate, with malice, and in complete reckless disregard of
21 Plaintiffs' rights. Here, Title 16: WWO *Tijuana Nights* #4, was continuously,
22 intentionally, and publicly displayed for 19 months after the license had expired. The
23 statutory damages that should be awarded for this title are \$2,850,000.00 or an
24 amount to be proven at trial.

25 214. Plaintiffs are also entitled to recover attorneys' fees and cost of suit
26 pursuant to 17 U.S.C. §505.

27 215. The Defendants' conduct has caused, and, unless enjoined by the court,
28 will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully

1 compensated or measured in monetary damages Plaintiffs have no adequate remedy
 2 at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to
 3 prohibit further infringement of Plaintiffs' rights to the WWO title.

4 5 **SEVENTEENTH CLAIM FOR RELIEF**

6 [Direct Copyright Infringement Against all Defendants for

7 Title 17: WWO *Tijuana Nights* #5]

8 (Violations of 17 U.S.C. §§ 101, 106, 504)

9 216. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
 10 through 39 , inclusive, as if fully set forth herein.

11 217. Armando Espinosa is and at all relevant times has been the owner of the
 12 valid copyright to all titles of World Wrestling Organization ("WWO"), with a
 13 copyright registration number of 03-2023-112910551300-01, reflecting a filing date
 14 of November 29th, 2023. *See Exhibit 3.*

15 218. Defendant Pluto TV was allowed to publicly display the 30 titles of
 16 WWO on its streaming service provided that the Distributor, Televisa and Pluto TV,
 17 continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

18 219. After the third quarter in 2021, no revenue reports or payments were
 19 made to BRI for the display of the 30 titles of WWO on Pluto TV's streaming
 20 services. *See supra* ¶ 27–28.

21 220. All the Defendants' conduct described hereinabove constitutes:

- 22 a. Tortious interference with Plaintiffs' contractual rights as to
 23 copying and distribution of the 30 titles of WWO in violation of 17
 24 U.S.C. §§101, 106, and 205; and
- 25 b. Tortious interference with Plaintiffs' prospective economic
 26 advantages related to the copying and distribution of the 30 titles of
 27 WWO in violation of 17 U.S.C. §§ 101, 106, 205.

1 221. Thus, Defendants have realized unjust profits, gains, and advantages as
2 a proximate result of their repeated infringements.

3 222. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have
4 deliberately and intentionally failed to communicate with BRI or pay revenue as per
5 the payment terms of the license distribution agreement. Further, they fraudulently
6 and intentionally continued to publicly display this title of WWO on streaming
7 services even after the license agreement had expired.

8 223. Plaintiffs are entitled to recover from all the Defendants the amount of
9 actual damages sustained or incurred as a result of the infringement under 17 U.S.C.
10 §504, and such amount as shown by the appropriate evidence and profits lost.

11 224. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
12 damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the Defendants were
13 willful, intentional, deliberate, with malice, and in complete reckless disregard of
14 Plaintiffs' rights. Here, Title 17: WWO *Tijuana Nights* #5, was continuously,
15 intentionally, and publicly displayed for 19 months after the license had expired. The
16 statutory damages that should be awarded for this title are \$2,850,000.00 or an
17 amount to be proven at trial.

18 225. Plaintiffs are also entitled to recover attorneys' fees and cost of suit
19 pursuant to 17 U.S.C. §505.

20 226. The Defendants' conduct has caused, and, unless enjoined by the court,
21 will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully
22 compensated or measured in monetary damages Plaintiffs have no adequate remedy
23 at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to
24 prohibit further infringement of Plaintiffs' rights to the WWO title.

25
26 **EIGHTEENTH CLAIM FOR RELIEF**

27 [Direct Copyright Infringement Against all Defendants for
28 Title 18: WWO *Tijuana Nights* #6]

(Violations of 17 U.S.C. §§ 101, 106, 504)

227. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 39, inclusive, as if fully set forth herein.

228. Armando Espinosa is and at all relevant times has been the owner of the valid copyright to all titles of World Wrestling Organization (“WWO”), with a copyright registration number of 03-2023-112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

229. Defendant Pluto TV was allowed to publicly display the 30 titles of WWO on its streaming service provided that the Distributor, Televisa and Pluto TV, continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

230. After the third quarter in 2021, no revenue reports or payments were made to BRI for the display of the 30 titles of WWO on Pluto TV’s streaming services. *See supra* ¶ 27–28.

231. All the Defendants’ conduct described hereinabove constitutes:

- a. Tortious interference with Plaintiffs’ contractual rights as to copying and distribution of the 30 titles of WWO in violation of 17 U.S.C. §§101, 106, and 205; and
- b. Tortious interference with Plaintiffs’ prospective economic advantages related to the copying and distribution of the 30 titles of WWO in violation of 17 U.S.C. §§ 101, 106, 205.

232. Thus, Defendants have realized unjust profits, gains, and advantages as a proximate result of their repeated infringements.

233. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have deliberately and intentionally failed to communicate with BRI or pay revenue as per the payment terms of the license distribution agreement. Further, they fraudulently and intentionally continued to publicly display this title of WWO on streaming services even after the license agreement had expired.

234. Plaintiffs are entitled to recover from all the Defendants the amount of actual damages sustained or incurred as a result of the infringement under 17 U.S.C. §504, and such amount as shown by the appropriate evidence and profits lost.

235. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the Defendants were willful, intentional, deliberate, with malice, and in complete reckless disregard of Plaintiffs' rights. Here, Title 18: WWO *Tijuana Nights* #6, was continuously, intentionally, and publicly displayed for 19 months after the license had expired. The statutory damages that should be awarded for this title are \$2,850,000.00 or an amount to be proven at trial.

236. Plaintiffs are also entitled to recover attorneys' fees and cost of suit pursuant to 17 U.S.C. §505.

237. The Defendants' conduct has caused, and, unless enjoined by the court, will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully compensated or measured in monetary damages Plaintiffs have no adequate remedy at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to prohibit further infringement of Plaintiffs' rights to the WWO title.

NINETEENTH CLAIM FOR RELIEF

[Direct Copyright Infringement Against all Defendants for

Title 19: WWO *Tijuana Nights* #7]

(Violations of 17 U.S.C. §§ 101, 106, 504)

238. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 39, inclusive, as if fully set forth herein.

239. Armando Espinosa is and at all relevant times has been the owner of the valid copyright to all titles of World Wrestling Organization ("WWO"), with a copyright registration number of 03-2023-112910551300-01, reflecting a filing date of November 29th, 2023. See **Exhibit 3**.

1 240. Defendant Pluto TV was allowed to publicly display the 30 titles of
2 WWO on its streaming service provided that the Distributor, Televisa and Pluto TV,
3 continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

4 241. After the third quarter in 2021, no revenue reports or payments were
5 made to BRI for the display of the 30 titles of WWO on Pluto TV's streaming
6 services. *See supra* ¶ 27–28.

7 242. All the Defendants' conduct described hereinabove constitutes:

- 8 a. Tortious interference with Plaintiffs' contractual rights as to
9 copying and distribution of the 30 titles of WWO in violation of 17
10 U.S.C. §§101, 106, and 205; and
- 11 b. Tortious interference with Plaintiffs' prospective economic
12 advantages related to the copying and distribution of the 30 titles of
13 WWO in violation of 17 U.S.C. §§ 101, 106, 205.

14 243. Thus, Defendants have realized unjust profits, gains, and advantages as
15 a proximate result of their repeated infringements.

16 244. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have
17 deliberately and intentionally failed to communicate with BRI or pay revenue as per
18 the payment terms of the license distribution agreement. Further, they fraudulently
19 and intentionally continued to publicly display this title of WWO on streaming
20 services even after the license agreement had expired.

21 245. Plaintiffs are entitled to recover from all the Defendants the amount of
22 actual damages sustained or incurred as a result of the infringement under 17 U.S.C.
23 §504, and such amount as shown by the appropriate evidence and profits lost.

24 246. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
25 damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the Defendants were
26 willful, intentional, deliberate, with malice, and in complete reckless disregard of
27 Plaintiffs' rights. Here, Title 19: WWO *Tijuana Nights* #7, was continuously,
28 intentionally, and publicly displayed for 19 months after the license had expired. The

1 statutory damages that should be awarded for this title are \$2,850,000.00 or an
2 amount to be proven at trial.

3 247. Plaintiffs are also entitled to recover attorneys' fees and cost of suit
4 pursuant to 17 U.S.C. §505.

5 248. The Defendants' conduct has caused, and, unless enjoined by the court,
6 will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully
7 compensated or measured in monetary damages Plaintiffs have no adequate remedy
8 at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to
9 prohibit further infringement of Plaintiffs' rights to the WWO title.

10 11 **TWENTIETH CLAIM FOR RELIEF**

12 [Direct Copyright Infringement Against all Defendants for

13 Title 20: WWO *Tijuana Nights* #8]

14 (Violations of 17 U.S.C. §§ 101, 106, 504)

15 249. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
16 through 39, inclusive, as if fully set forth herein.

17 250. Armando Espinosa is and at all relevant times has been the owner of the
18 valid copyright to all titles of World Wrestling Organization ("WWO"), with a
19 copyright registration number of 03-2023-112910551300-01, reflecting a filing date
20 of November 29th, 2023. **See Exhibit 3.**

21 251. Defendant Pluto TV was allowed to publicly display the 30 titles of
22 WWO on its streaming service provided that the Distributor, Televisa and Pluto TV,
23 continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

24 252. After the third quarter in 2021, no revenue reports or payments were
25 made to BRI for the display of the 30 titles of WWO on Pluto TV's streaming
26 services. *See supra* ¶ 27–28.

27 253. All the Defendants' conduct described hereinabove constitutes:

28 a. Tortious interference with Plaintiffs' contractual rights as to

1 copying and distribution of the 30 titles of WWO in violation of 17
2 U.S.C. §§101, 106, and 205; and

3 b. Tortious interference with Plaintiffs' prospective economic
4 advantages related to the copying and distribution of the 30 titles of
5 WWO in violation of 17 U.S.C. §§ 101, 106, 205.

6 254. Thus, Defendants have realized unjust profits, gains, and advantages as
7 a proximate result of their repeated infringements.

8 255. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have
9 deliberately and intentionally failed to communicate with BRI or pay revenue as per
10 the payment terms of the license distribution agreement. Further, they fraudulently
11 and intentionally continued to publicly display this title of WWO on streaming
12 services even after the license agreement had expired.

13 256. Plaintiffs are entitled to recover from all the Defendants the amount of
14 actual damages sustained or incurred as a result of the infringement under 17 U.S.C.
15 §504, and such amount as shown by the appropriate evidence and profits lost.

16 257. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
17 damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the Defendants were
18 willful, intentional, deliberate, with malice, and in complete reckless disregard of
19 Plaintiffs' rights. Here, Title 20: WWO *Tijuana Nights* #8, was continuously,
20 intentionally, and publicly displayed for 19 months after the license had expired. The
21 statutory damages that should be awarded for this title are \$2,850,000.00 or an
22 amount to be proven at trial.

23 258. Plaintiffs are also entitled to recover attorneys' fees and cost of suit
24 pursuant to 17 U.S.C. §505.

25 259. The Defendants' conduct has caused, and, unless enjoined by the court,
26 will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully
27 compensated or measured in monetary damages Plaintiffs have no adequate remedy
28

1 at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to
 2 prohibit further infringement of Plaintiffs' rights to the WWO title.

3 4 **TWENTY-FIRST CLAIM FOR RELIEF**

5 [Direct Copyright Infringement Against all Defendants

6 Title 21: WWO *Tijuana Nights* #9]

7 (Violations of 17 U.S.C. §§ 101, 106, 504)

8 260. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
 9 through 39 , inclusive, as if fully set forth herein.

10 261. Armando Espinosa is and at all relevant times has been the owner of the
 11 valid copyright to all titles of World Wrestling Organization ("WWO"), with a
 12 copyright registration number of 03-2023-112910551300-01, reflecting a filing date
 13 of November 29th, 2023. *See Exhibit 3.*

14 262. Defendant Pluto TV was allowed to publicly display the 30 titles of
 15 WWO on its streaming service provided that the Distributor, Televisa and Pluto TV,
 16 continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

17 263. After the third quarter in 2021, no revenue reports or payments were
 18 made to BRI for the display of the 30 titles of WWO on Pluto TV's streaming
 19 services. *See supra* ¶ 27–28.

20 264. All the Defendants' conduct described hereinabove constitutes:

- 21 a. Tortious interference with Plaintiffs' contractual rights as to
- 22 copying and distribution of the 30 titles of WWO in violation of 17
- 23 U.S.C. §§101, 106, and 205; and
- 24 b. Tortious interference with Plaintiffs' prospective economic
- 25 advantages related to the copying and distribution of the 30 titles of
- 26 WWO in violation of 17 U.S.C. §§ 101, 106, 205.

27 265. Thus, Defendants have realized unjust profits, gains, and advantages as
 28 a proximate result of their repeated infringements.

1 266. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have
2 deliberately and intentionally failed to communicate with BRI or pay revenue as per
3 the payment terms of the license distribution agreement. Further, they fraudulently
4 and intentionally continued to publicly display this title of WWO on streaming
5 services even after the license agreement had expired.

6 267. Plaintiffs are entitled to recover from all the Defendants the amount of
7 actual damages sustained or incurred as a result of the infringement under 17 U.S.C.
8 §504, and such amount as shown by the appropriate evidence and profits lost.

9 268. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
10 damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the Defendants were
11 willful, intentional, deliberate, with malice, and in complete reckless disregard of
12 Plaintiffs' rights. Here, Title 21: WWO *Tijuana Nights* #9, was continuously,
13 intentionally, and publicly displayed for 19 months after the license had expired. The
14 statutory damages that should be awarded for this title are \$2,850,000.00 or an
15 amount to be proven at trial.

16 269. Plaintiffs are also entitled to recover attorneys' fees and cost of suit
17 pursuant to 17 U.S.C. §505.

18 270. The Defendants' conduct has caused, and, unless enjoined by the court,
19 will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully
20 compensated or measured in monetary damages Plaintiffs have no adequate remedy
21 at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to
22 prohibit further infringement of Plaintiffs' rights to the WWO title.

23 **TWENTY-SECOND CLAIM FOR RELIEF**

24 [Direct Copyright Infringement Against all Defendants for

25 Title 22: WWO *Tijuana Nights* #10]

26 (Violations of 17 U.S.C. §§ 101, 106, 504)

27 271. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
28 through 39, inclusive, as if fully set forth herein.

1 272. Armando Espinosa is and at all relevant times has been the owner of the
2 valid copyright to all titles of World Wrestling Organization (“WWO”), with a
3 copyright registration number of 03-2023-112910551300-01, reflecting a filing date
4 of November 29th, 2023. *See Exhibit 3.*

5 273. Defendant Pluto TV was allowed to publicly display the 30 titles of
6 WWO on its streaming service provided that the Distributor, Televisa and Pluto TV,
7 continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

8 274. After the third quarter in 2021, no revenue reports or payments were
9 made to BRI for the display of the 30 titles of WWO on Pluto TV’s streaming
10 services. *See supra* ¶ 27–28.

11 275. All the Defendants’ conduct described hereinabove constitutes:

- 12 a. Tortious interference with Plaintiffs’ contractual rights as to
13 copying and distribution of the 30 titles of WWO in violation of 17
14 U.S.C. §§101, 106, and 205; and
15 b. Tortious interference with Plaintiffs’ prospective economic
16 advantages related to the copying and distribution of the 30 titles of
17 WWO in violation of 17 U.S.C. §§ 101, 106, 205.

18 276. Thus, Defendants have realized unjust profits, gains, and advantages as
19 a proximate result of their repeated infringements.

20 277. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have
21 deliberately and intentionally failed to communicate with BRI or pay revenue as per
22 the payment terms of the license distribution agreement. Further, they fraudulently
23 and intentionally continued to publicly display this title of WWO on streaming
24 services even after the license agreement had expired.

25 278. Plaintiffs are entitled to recover from all the Defendants the amount of
26 actual damages sustained or incurred as a result of the infringement under 17 U.S.C.
27 §504, and such amount as shown by the appropriate evidence and profits lost.
28

279. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the Defendants were willful, intentional, deliberate, with malice, and in complete reckless disregard of Plaintiffs' rights. Here, Title 22: WWO *Tijuana Nights* #10, was continuously, intentionally, and publicly displayed for 19 months after the license had expired. The statutory damages that should be awarded for this title are \$2,850,000.00 or an amount to be proven at trial.

280. Plaintiffs are also entitled to recover attorneys' fees and cost of suit pursuant to 17 U.S.C. §505.

281. The Defendants' conduct has caused, and, unless enjoined by the court, will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully compensated or measured in monetary damages Plaintiffs have no adequate remedy at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to prohibit further infringement of Plaintiffs' rights to the WWO title.

TWENTY-THIRD CLAIM FOR RELIEF

[Direct Copyright Infringement Against all Defendants for

Title 23: WWO *Tijuana Nights* #11]

(Violations of 17 U.S.C. §§ 101, 106, 504)

282. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 39, inclusive, as if fully set forth herein.

283. Armando Espinosa is and at all relevant times has been the owner of the valid copyright to all titles of World Wrestling Organization ("WWO"), with a copyright registration number of 03-2023-112910551300-01, reflecting a filing date of November 29th, 2023. **See Exhibit 3.**

284. Defendant Pluto TV was allowed to publicly display the 30 titles of WWO on its streaming service provided that the Distributor, Televisa and Pluto TV, continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

1 285. After the third quarter in 2021, no revenue reports or payments were
2 made to BRI for the display of the 30 titles of WWO on Pluto TV's streaming
3 services. *See supra* ¶ 27–28.

4 286. All the Defendants' conduct described hereinabove constitutes:

5 a. Tortious interference with Plaintiffs' contractual rights as to
6 copying and distribution of the 30 titles of WWO in violation of 17
7 U.S.C. §§101, 106, and 205; and

8 b. Tortious interference with Plaintiffs' prospective economic
9 advantages related to the copying and distribution of the 30 titles of
10 WWO in violation of 17 U.S.C. §§ 101, 106, 205.

11 287. Thus, Defendants have realized unjust profits, gains, and advantages as
12 a proximate result of their repeated infringements.

13 288. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have
14 deliberately and intentionally failed to communicate with BRI or pay revenue as per
15 the payment terms of the license distribution agreement. Further, they fraudulently
16 and intentionally continued to publicly display this title of WWO on streaming
17 services even after the license agreement had expired.

18 289. Plaintiffs are entitled to recover from all the Defendants the amount of
19 actual damages sustained or incurred as a result of the infringement under 17 U.S.C.
20 §504, and such amount as shown by the appropriate evidence and profits lost.

21 290. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
22 damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the Defendants were
23 willful, intentional, deliberate, with malice, and in complete reckless disregard of
24 Plaintiffs' rights. Here, Title 23: WWO *Tijuana Nights* #11, was continuously,
25 intentionally, and publicly displayed for 19 months after the license had expired. The
26 statutory damages that should be awarded for this title are \$2,850,000.00 or an
27 amount to be proven at trial.
28

291. Plaintiffs are also entitled to recover attorneys' fees and cost of suit pursuant to 17 U.S.C. §505.

292. The Defendants' conduct has caused, and, unless enjoined by the court, will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully compensated or measured in monetary damages Plaintiffs have no adequate remedy at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to prohibit further infringement of Plaintiffs' rights to the WWO title.

TWENTY-FOURTH CLAIM FOR RELIEF

[Direct Copyright Infringement Against all Defendants for

Title 24: WWO *Tijuana Nights* #12]

(Violations of 17 U.S.C. §§ 101, 106, 504)

293. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 39 , inclusive, as if fully set forth herein.

294. Armando Espinosa is and at all relevant times has been the owner of the valid copyright to all titles of World Wrestling Organization ("WWO"), with a copyright registration number of 03-2023-112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

295. Defendant Pluto TV was allowed to publicly display the 30 titles of WWO on its streaming service provided that the Distributor, Televisa and Pluto TV, continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

296. After the third quarter in 2021, no revenue reports or payments were made to BRI for the display of the 30 titles of WWO on Pluto TV's streaming services. *See supra* ¶ 27–28.

297. All the Defendants' conduct described hereinabove constitutes:

- a. Tortious interference with Plaintiffs' contractual rights as to copying and distribution of the 30 titles of WWO in violation of 17 U.S.C. §§101, 106, and 205; and

1 b. Tortious interference with Plaintiffs' prospective economic
2 advantages related to the copying and distribution of the 30 titles of
3 WWO in violation of 17 U.S.C. §§ 101, 106, 205.

4 298. Thus, Defendants have realized unjust profits, gains, and advantages as
5 a proximate result of their repeated infringements.

6 299. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have
7 deliberately and intentionally failed to communicate with BRI or pay revenue as per
8 the payment terms of the license distribution agreement. Further, they fraudulently
9 and intentionally continued to publicly display this title of WWO on streaming
10 services even after the license agreement had expired.

11 300. Plaintiffs are entitled to recover from all the Defendants the amount of
12 actual damages sustained or incurred as a result of the infringement under 17 U.S.C.
13 §504, and such amount as shown by the appropriate evidence and profits lost.

14 301. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
15 damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the Defendants were
16 willful, intentional, deliberate, with malice, and in complete reckless disregard of
17 Plaintiffs' rights. Here, Title 24: WWO *Tijuana Nights* #12, was continuously,
18 intentionally, and publicly displayed for 19 months after the license had expired. The
19 statutory damages that should be awarded for this title are \$2,850,000.00 or an
20 amount to be proven at trial.

21 302. Plaintiffs are also entitled to recover attorneys' fees and cost of suit
22 pursuant to 17 U.S.C. §505.

23 303. The Defendants' conduct has caused, and, unless enjoined by the court,
24 will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully
25 compensated or measured in monetary damages Plaintiffs have no adequate remedy
26 at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to
27 prohibit further infringement of Plaintiffs' rights to the WWO title.

1 **TWENTY-FIFTH CLAIM FOR RELIEF**

2 [Direct Copyright Infringement Against all Defendants for

3 Title 25: WWO *Tijuana Nights* #13]

4 (Violations of 17 U.S.C. §§ 101, 106, 504)

5 304. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
6 through 39, inclusive, as if fully set forth herein.

7 305. Armando Espinosa is and at all relevant times has been the owner of the
8 valid copyright to all titles of World Wrestling Organization (“WWO”), with a
9 copyright registration number of 03-2023-112910551300-01, reflecting a filing date
10 of November 29th, 2023. *See Exhibit 3.*

11 306. Defendant Pluto TV was allowed to publicly display the 30 titles of
12 WWO on its streaming service provided that the Distributor, Televisa and Pluto TV,
13 continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

14 307. After the third quarter in 2021, no revenue reports or payments were
15 made to BRI for the display of the 30 titles of WWO on Pluto TV’s streaming
16 services. *See supra* ¶ 27–28.

17 308. All the Defendants’ conduct described hereinabove constitutes:

- 18 a. Tortious interference with Plaintiffs’ contractual rights as to
19 copying and distribution of the 30 titles of WWO in violation of 17
20 U.S.C. §§101, 106, and 205; and
21 b. Tortious interference with Plaintiffs’ prospective economic
22 advantages related to the copying and distribution of the 30 titles of
23 WWO in violation of 17 U.S.C. §§ 101, 106, 205.

24 309. Thus, Defendants have realized unjust profits, gains, and advantages as
25 a proximate result of their repeated infringements.

26 310. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have
27 deliberately and intentionally failed to communicate with BRI or pay revenue as per
28 the payment terms of the license distribution agreement. Further, they fraudulently

1 and intentionally continued to publicly display this title of WWO on streaming
2 services even after the license agreement had expired.

3 311. Plaintiffs are entitled to recover from all the Defendants the amount of
4 actual damages sustained or incurred as a result of the infringement under 17 U.S.C.
5 §504, and such amount as shown by the appropriate evidence and profits lost.

6 312. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
7 damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the Defendants were
8 willful, intentional, deliberate, with malice, and in complete reckless disregard of
9 Plaintiffs' rights. Here, Title 25: WWO *Tijuana Nights* #13, was continuously,
10 intentionally, and publicly displayed for 19 months after the license had expired. The
11 statutory damages that should be awarded for this title are \$2,850,000.00.00 or an
12 amount to be proven at trial.

13 313. Plaintiffs are also entitled to recover attorneys' fees and cost of suit
14 pursuant to 17 U.S.C. §505.

15 314. The Defendants' conduct has caused, and, unless enjoined by the court,
16 will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully
17 compensated or measured in monetary damages Plaintiffs have no adequate remedy
18 at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to
19 prohibit further infringement of Plaintiffs' rights to the WWO title.

20 21 **TWENTY-SIXTH CLAIM FOR RELIEF**

22 [Direct Copyright Infringement Against all Defendants for

23 Title 26: WWO *Tijuana Nights* #14]

24 (Violations of 17 U.S.C. §§ 101, 106, 504)

25 315. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
26 through 39, inclusive, as if fully set forth herein.

27 316. Armando Espinosa is and at all relevant times has been the owner of the
28 valid copyright to all titles of World Wrestling Organization ("WWO"), with a

1 copyright registration number of 03-2023-112910551300-01, reflecting a filing date
2 of November 29th, 2023. *See Exhibit 3.*

3 317. Defendant Pluto TV was allowed to publicly display the 30 titles of
4 WWO on its streaming service provided that the Distributor, Televisa and Pluto TV,
5 continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

6 318. After the third quarter in 2021, no revenue reports or payments were
7 made to BRI for the display of the 30 titles of WWO on Pluto TV's streaming
8 services. *See supra* ¶ 27–28.

9 319. All the Defendants' conduct described hereinabove constitutes:

- 10 a. Tortious interference with Plaintiffs' contractual rights as to
11 copying and distribution of the 30 titles of WWO in violation of 17
12 U.S.C. §§101, 106, and 205; and
13 b. Tortious interference with Plaintiffs' prospective economic
14 advantages related to the copying and distribution of the 30 titles of
15 WWO in violation of 17 U.S.C. §§ 101, 106, 205.

16 320. Thus, Defendants have realized unjust profits, gains, and advantages as
17 a proximate result of their repeated infringements.

18 321. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have
19 deliberately and intentionally failed to communicate with BRI or pay revenue as per
20 the payment terms of the license distribution agreement. Further, they fraudulently
21 and intentionally continued to publicly display this title of WWO on streaming
22 services even after the license agreement had expired.

23 322. Plaintiffs are entitled to recover from all the Defendants the amount of
24 actual damages sustained or incurred as a result of the infringement under 17 U.S.C.
25 §504, and such amount as shown by the appropriate evidence and profits lost.

26 323. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
27 damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the Defendants were
28 willful, intentional, deliberate, with malice, and in complete reckless disregard of

1 Plaintiffs' rights. Here, Title 26: WWO *Tijuana Nights* #14, was continuously,
 2 intentionally, and publicly displayed for 19 months after the license had expired. The
 3 statutory damages that should be awarded for this title are \$2,850,000.00 or an
 4 amount to be proven at trial.

5 324. Plaintiffs are also entitled to recover attorneys' fees and cost of suit
 6 pursuant to 17 U.S.C. §505.

7 325. The Defendants' conduct has caused, and, unless enjoined by the court,
 8 will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully
 9 compensated or measured in monetary damages Plaintiffs have no adequate remedy
 10 at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to
 11 prohibit further infringement of Plaintiffs' rights to the WWO title.

12 13 **TWENTY-SEVENTH CLAIM FOR RELIEF**

14 [Direct Copyright Infringement Against all Defendants for

15 Title 27: WWO *Tijuana Nights* #15]

16 (Violations of 17 U.S.C. §§ 101, 106, 504)

17 326. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
 18 through 39, inclusive, as if fully set forth herein.

19 327. Armando Espinosa is and at all relevant times has been the owner of the
 20 valid copyright to all titles of World Wrestling Organization ("WWO"), with a
 21 copyright registration number of 03-2023-112910551300-01, reflecting a filing date
 22 of November 29, 2023. *See Exhibit 3.*

23 328. Defendant Pluto TV was allowed to publicly display the 30 titles of
 24 WWO on its streaming service provided that the Distributor, Televisa and Pluto TV,
 25 continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

26 329. After the third quarter in 2021, no revenue reports or payments were
 27 made to BRI for the display of the 30 titles of WWO on Pluto TV's streaming
 28 services. *See supra* ¶ 27–28.

1 330. All the Defendants' conduct described hereinabove constitutes:

2 c. Tortious interference with Plaintiffs' contractual rights as to
3 copying and distribution of the 30 titles of WWO in violation of 17
4 U.S.C. §§101, 106, and 205; and

5 d. Tortious interference with Plaintiffs' prospective economic
6 advantages related to the copying and distribution of the 30 titles of
7 WWO in violation of 17 U.S.C. §§ 101, 106, 205.

8 331. Thus, Defendants have realized unjust profits, gains, and advantages as
9 a proximate result of their repeated infringements.

10 332. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have
11 deliberately and intentionally failed to communicate with BRI or pay revenue as per
12 the payment terms of the license distribution agreement. Further, they fraudulently
13 and intentionally continued to publicly display this title of WWO on streaming
14 services even after the license agreement had expired.

15 333. Plaintiffs are entitled to recover from all the Defendants the amount of
16 actual damages sustained or incurred as a result of the infringement under 17 U.S.C.
17 §504, and such amount as shown by the appropriate evidence and profits lost.

18 334. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
19 damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the Defendants were
20 willful, intentional, deliberate, with malice, and in complete reckless disregard of
21 Plaintiffs' rights. Here, Title 27: WWO *Tijuana Nights* #15, was continuously,
22 intentionally, and publicly displayed for 19 months after the license had expired. The
23 statutory damages that should be awarded for this title are \$2,850,000.00 or an
24 amount to be proven at trial.

25 335. Plaintiffs are also entitled to recover attorneys' fees and cost of suit
26 pursuant to 17 U.S.C. §505.

27 336. The Defendants' conduct has caused, and, unless enjoined by the court,
28 will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully

1 compensated or measured in monetary damages Plaintiffs have no adequate remedy
 2 at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to
 3 prohibit further infringement of Plaintiffs' rights to the WWO title.

4 5 **TWENTY-EIGHTH CLAIM FOR RELIEF**

6 [Direct Copyright Infringement Against all Defendants for

7 Title 28: WWO *Tijuana Nights* #16]

8 (Violations of 17 U.S.C. §§ 101, 106, 504)

9 337. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
 10 through 39, inclusive, as if fully set forth herein.

11 338. Armando Espinosa is and at all relevant times has been the owner of the
 12 valid copyright to all titles of World Wrestling Organization ("WWO"), with a
 13 copyright registration number of 03-2023-112910551300-01, reflecting a filing date
 14 of November 29th, 2023. *See Exhibit 3.*

15 339. Defendant Pluto TV was allowed to publicly display the 30 titles of
 16 WWO on its streaming service provided that the Distributor, Televisa and Pluto TV,
 17 continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

18 340. After the third quarter in 2021, no revenue reports or payments were
 19 made to BRI for the display of the 30 titles of WWO on Pluto TV's streaming
 20 services. *See supra* ¶ 27–28.

21 341. All the Defendants' conduct described hereinabove constitutes:

- 22 a. Tortious interference with Plaintiffs' contractual rights as to
 23 copying and distribution of the 30 titles of WWO in violation of 17
 24 U.S.C. §§101, 106, and 205; and
- 25 b. Tortious interference with Plaintiffs' prospective economic
 26 advantages related to the copying and distribution of the 30 titles of
 27 WWO in violation of 17 U.S.C. §§ 101, 106, 205.

1 342. Thus, Defendants have realized unjust profits, gains, and advantages as
2 a proximate result of their repeated infringements.

3 343. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have
4 deliberately and intentionally failed to communicate with BRI or pay revenue as per
5 the payment terms of the license distribution agreement. Further, they fraudulently
6 and intentionally continued to publicly display this title of WWO on streaming
7 services even after the license agreement had expired.

8 344. Plaintiffs are entitled to recover from all the Defendants the amount of
9 actual damages sustained or incurred as a result of the infringement under 17 U.S.C.
10 §504, and such amount as shown by the appropriate evidence and profits lost.

11 345. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
12 damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the Defendants were
13 willful, intentional, deliberate, with malice, and in complete reckless disregard of
14 Plaintiffs' rights. Here, Title 28: WWO *Tijuana Nights* #16, was continuously,
15 intentionally, and publicly displayed for 19 months after the license had expired. The
16 statutory damages that should be awarded for this title are \$2,850,000.00 or an
17 amount to be proven at trial.

18 346. Plaintiffs are also entitled to recover attorneys' fees and cost of suit
19 pursuant to 17 U.S.C. §505.

20 347. The Defendants' conduct has caused, and, unless enjoined by the court,
21 will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully
22 compensated or measured in monetary damages Plaintiffs have no adequate remedy
23 at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to
24 prohibit further infringement of Plaintiffs' rights to the WWO title.

25
26 **TWENTY-NINTH CLAIM FOR RELIEF**

27 [Direct Copyright Infringement Against all Defendants for
28 Title 29: WWO *Tijuana Nights* #17]

(Violations of 17 U.S.C. §§ 101, 106, 504)

348. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 39, inclusive, as if fully set forth herein.

349. Armando Espinosa is and at all relevant times has been the owner of the valid copyright to all titles of World Wrestling Organization (“WWO”), with a copyright registration number of 03-2023-112910551300-01, reflecting a filing date of November 29, 2023. *See Exhibit 3.*

350. Defendant Pluto TV was allowed to publicly display the 30 titles of WWO on its streaming service provided that the Distributor, Televisa and Pluto TV, continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

351. After the third quarter in 2021, no revenue reports or payments were made to BRI for the display of the 30 titles of WWO on Pluto TV’s streaming services. *See supra* ¶ 27–28.

352. All the Defendants’ conduct described hereinabove constitutes:

- a. Tortious interference with Plaintiffs’ contractual rights as to copying and distribution of the 30 titles of WWO in violation of 17 U.S.C. §§101, 106, and 205; and
- b. Tortious interference with Plaintiffs’ prospective economic advantages related to the copying and distribution of the 30 titles of WWO in violation of 17 U.S.C. §§ 101, 106, 205.

353. Thus, Defendants have realized unjust profits, gains, and advantages as a proximate result of their repeated infringements.

354. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have deliberately and intentionally failed to communicate with BRI or pay revenue as per the payment terms of the license distribution agreement. Further, they fraudulently and intentionally continued to publicly display this title of WWO on streaming services even after the license agreement had expired.

1 361. Defendant Pluto TV was allowed to publicly display the 30 titles of
2 WWO on its streaming service provided that the Distributor, Televisa and Pluto TV,
3 continued to provide BRI with 70% of the net receipts in USD on a quarterly basis.

4 362. After the third quarter in 2021, no revenue reports or payments were
5 made to BRI for the display of the 30 titles of WWO on Pluto TV's streaming
6 services. *See supra* ¶ 27–28.

7 363. All the Defendants' conduct described hereinabove constitutes:

8 a. Tortious interference with Plaintiffs' contractual rights as to
9 copying and distribution of the 30 titles of WWO in violation of 17
10 U.S.C. §§101, 106, and 205; and

11 b. Tortious interference with Plaintiffs' prospective economic
12 advantages related to the copying and distribution of the 30 titles of
13 WWO in violation of 17 U.S.C. §§ 101, 106, 205.

14 364. Thus, Defendants have realized unjust profits, gains, and advantages as
15 a proximate result of their repeated infringements.

16 365. Televisa, Pluto TV, Paramount Streaming, and Paramount Global have
17 deliberately and intentionally failed to communicate with BRI or pay revenue as per
18 the payment terms of the license distribution agreement. Further, they fraudulently
19 and intentionally continued to publicly display this title of WWO on streaming
20 services even after the license agreement had expired.

21 366. Plaintiffs are entitled to recover from all the Defendants the amount of
22 actual damages sustained or incurred as a result of the infringement under 17 U.S.C.
23 §504, and such amount as shown by the appropriate evidence and profits lost.

24 367. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
25 damages pursuant to 17 U.S.C. § 504(c)(2) as the conduct of all the Defendants were
26 willful, intentional, deliberate, with malice, and in complete reckless disregard of
27 Plaintiffs' rights. Here, Title 30: WWO *Tijuana Nights* #18, was continuously,
28 intentionally, and publicly displayed for 19 months after the license had expired. The

1 statutory damages that should be awarded for this title are \$2,850,000.00 or an
2 amount to be proven at trial.

3 368. Plaintiffs are also entitled to recover attorneys' fees and cost of suit
4 pursuant to 17 U.S.C. §505.

5 369. The Defendants' conduct has caused, and, unless enjoined by the court,
6 will continue to cause, Plaintiffs repetitive and irreparable injury that cannot be fully
7 compensated or measured in monetary damages Plaintiffs have no adequate remedy
8 at law. Pursuant to 17 U.S.C. §502 Plaintiffs are also entitled to injunctive relief to
9 prohibit further infringement of Plaintiffs' rights to the WWO title.

10 11 **THIRTY-FIRST CLAIM FOR RELIEF**

12 [Breach of Contract Against all Defendants for Month #1]

13 370. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
14 through 39, inclusive, as if fully set forth herein.

15 371. The BRI-Televisa fully executed license agreement for WWO
16 constitutes a valid written Distribution Agreement between the Licensor – BRI, and
17 the Distributor – Televisa.

18 372. Plaintiffs BRI and WWO have performed all obligations, conditions,
19 covenants, and promises required under the Distribution Agreement, except for those
20 matters where performance has been excused.

21 373. In the Distribution Agreement, Televisa has distribution rights to
22 distribute the WWO program titles to any of its affiliates, subsidiaries, or companies
23 that are a part of Televisa.

24 374. One of the terms in the Distribution Agreement discusses Payments. The
25 Distributors (Televisa, TelevisaUnivision, Pluto TV, Paramount Streaming, and
26 Paramount Global) were required to make payments to the licensor's Bank Account,
27 in USD, on a quarterly basis corresponding to 70% of the Net Receipts. *See supra* ¶
28 27–29.

1 383. All the Defendants are Distributors and have failed to perform their
2 obligations under the Distribution Agreement. This failure to perform constitutes a
3 breach of the Distribution Agreement.

4 384. As a direct and proximate result of all of the Defendants' breaches,
5 Plaintiffs are seeking compensatory damages for an amount to be proven at trial.

6 385. As a further direct, and proximate legal result of all of the Defendants'
7 conduct, Plaintiffs have been obligated to spend or incur liability for costs of suit,
8 attorneys' fees, and related expenses in order to recover the benefits due to the
9 Plaintiffs under the Distribution Agreement, for an amount to be proven at trial.

10
11 **THIRTY-THIRD CLAIM FOR RELIEF**

12 [Breach of Contract Against all Defendants for Month #3]

13 386. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
14 through 39, inclusive, as if fully set forth herein.

15 387. The BRI-Televisa fully executed license agreement for WWO
16 constitutes a valid written Distribution Agreement between the Licensor – BRI, and
17 the Distributor – Televisa.

18 388. Plaintiffs BRI and WWO have performed all obligations, conditions,
19 covenants, and promises required under the Distribution Agreement, except for those
20 matters where performance has been excused.

21 389. In the Distribution Agreement, Televisa has distribution rights to
22 distribute the WWO program titles to any of its affiliates, subsidiaries, or companies
23 that are a part of Televisa.

24 390. One of the terms in the Distribution Agreement discusses Payments. The
25 Distributors (Televisa, TelevisaUnivision, Pluto TV, Paramount Streaming, and
26 Paramount Global) were required to make payments to the licensor's Bank Account,
27 in USD, on a quarterly basis corresponding to 70% of the Net Receipts. *See supra* ¶
28 27–29.

1 391. All the Defendants are Distributors and have failed to perform their
2 obligations under the Distribution Agreement. This failure to perform constitutes a
3 breach of the Distribution Agreement.

4 392. As a direct and proximate result of all of the Defendants' breaches,
5 Plaintiffs are seeking compensatory damages for an amount to be proven at trial.

6 393. As a further direct, and proximate legal result of all of the Defendants'
7 conduct, Plaintiffs have been obligated to spend or incur liability for costs of suit,
8 attorneys' fees, and related expenses in order to recover the benefits due to the
9 Plaintiffs under the Distribution Agreement, for an amount to be proven at trial.

10 11 **THIRTY-FOURTH CLAIM FOR RELIEF**

12 [Breach of Contract Against all Defendants for Month #4]

13 394. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
14 through 39, inclusive, as if fully set forth herein.

15 395. The BRI-Televisa fully executed license agreement for WWO
16 constitutes a valid written Distribution Agreement between the Licensor – BRI, and
17 the Distributor – Televisa.

18 396. Plaintiffs BRI and WWO have performed all obligations, conditions,
19 covenants, and promises required under the Distribution Agreement, except for those
20 matters where performance has been excused.

21 397. In the Distribution Agreement, Televisa has distribution rights to
22 distribute the WWO program titles to any of its affiliates, subsidiaries, or companies
23 that are a part of Televisa.

24 398. One of the terms in the Distribution Agreement discusses Payments. The
25 Distributors (Televisa, TelevisaUnivision, Pluto TV, Paramount Streaming, and
26 Paramount Global) were required to make payments to the licensor's Bank Account,
27 in USD, on a quarterly basis corresponding to 70% of the Net Receipts. *See supra* ¶
28 27–29.

1 399. All the Defendants are Distributors and have failed to perform their
2 obligations under the Distribution Agreement. This failure to perform constitutes a
3 breach of the Distribution Agreement.

4 400. As a direct and proximate result of all of the Defendants' breaches,
5 Plaintiffs are seeking compensatory damages for an amount to be proven at trial.

6 401. As a further direct, and proximate legal result of all of the Defendants'
7 conduct, Plaintiffs have been obligated to spend or incur liability for costs of suit,
8 attorneys' fees, and related expenses in order to recover the benefits due to the
9 Plaintiffs under the Distribution Agreement, for an amount to be proven at trial.

11 **THIRTY-FIFTH CLAIM FOR RELIEF**

12 [Breach of Contract Against all Defendants for Month #5]

13 402. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
14 through 39, inclusive, as if fully set forth herein.

15 403. The BRI-Televisa fully executed license agreement for WWO
16 constitutes a valid written Distribution Agreement between the Licensor – BRI, and
17 the Distributor – Televisa.

18 404. Plaintiffs BRI and WWO have performed all obligations, conditions,
19 covenants, and promises required under the Distribution Agreement, except for those
20 matters where performance has been excused.

21 405. In the Distribution Agreement, Televisa has distribution rights to
22 distribute the WWO program titles to any of its affiliates, subsidiaries, or companies
23 that are a part of Televisa.

24 406. One of the terms in the Distribution Agreement discusses Payments. The
25 Distributors (Televisa, TelevisaUnivision, Pluto TV, Paramount Streaming, and
26 Paramount Global) were required to make payments to the licensor's Bank Account,
27 in USD, on a quarterly basis corresponding to 70% of the Net Receipts. *See supra* ¶
28 27–29.

4 408. As a direct and proximate result of all of the Defendants' breaches,
5 Plaintiffs are seeking compensatory damages for an amount to be proven at trial.

THIRTY-SIXTH CLAIM FOR RELIEF

410. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 39, inclusive, as if fully set forth herein.

412. Plaintiffs BRI and WWO have performed all obligations, conditions,
covenants, and promises required under the Distribution Agreement, except for those
matters where performance has been excused.

414. One of the terms in the Distribution Agreement discusses Payments. The Distributors (Televisa, TelevisaUnivision, Pluto TV, Paramount Streaming, and Paramount Global) were required to make payments to the licensor's Bank Account, in USD, on a quarterly basis corresponding to 70% of the Net Receipts. *See supra* ¶¶ 27–29.

1 415. All the Defendants are Distributors and have failed to perform their
2 obligations under the Distribution Agreement. This failure to perform constitutes a
3 breach of the Distribution Agreement.

4 416. As a direct and proximate result of all of the Defendants' breaches,
5 Plaintiffs are seeking compensatory damages for an amount to be proven at trial.

6 417. As a further direct, and proximate legal result of all of the Defendants'
7 conduct, Plaintiffs have been obligated to spend or incur liability for costs of suit,
8 attorneys' fees, and related expenses in order to recover the benefits due to the
9 Plaintiffs under the Distribution Agreement, for an amount to be proven at trial.

10 11 **THIRTY-SEVENTH CLAIM FOR RELIEF**

12 [Breach of Contract Against all Defendants for Month #7]

13 418. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
14 through 39, inclusive, as if fully set forth herein.

15 419. The BRI-Televisa fully executed license agreement for WWO
16 constitutes a valid written Distribution Agreement between the Licensor – BRI, and
17 the Distributor – Televisa.

18 420. Plaintiffs BRI and WWO have performed all obligations, conditions,
19 covenants, and promises required under the Distribution Agreement, except for those
20 matters where performance has been excused.

21 421. In the Distribution Agreement, Televisa has distribution rights to
22 distribute the WWO program titles to any of its affiliates, subsidiaries, or companies
23 that are a part of Televisa.

24 422. One of the terms in the Distribution Agreement discusses Payments. The
25 Distributors (Televisa, TelevisaUnivision, Pluto TV, Paramount Streaming, and
26 Paramount Global) were required to make payments to the licensor's Bank Account,
27 in USD, on a quarterly basis corresponding to 70% of the Net Receipts. *See supra* ¶
28 27–29.

1 423. All the Defendants are Distributors and have failed to perform their
2 obligations under the Distribution Agreement. This failure to perform constitutes a
3 breach of the Distribution Agreement.

4 424. As a direct and proximate result of all of the Defendants' breaches,
5 Plaintiffs are seeking compensatory damages for an amount to be proven at trial.

6 425. As a further direct, and proximate legal result of all of the Defendants'
7 conduct, Plaintiffs have been obligated to spend or incur liability for costs of suit,
8 attorneys' fees, and related expenses in order to recover the benefits due to the
9 Plaintiffs under the Distribution Agreement, for an amount to be proven at trial.

11 **THIRTY-EIGHTH CLAIM FOR RELIEF**

12 [Breach of Contract Against all Defendants for Month #8]

13 426. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
14 through 39, inclusive, as if fully set forth herein.

15 427. The BRI-Televisa fully executed license agreement for WWO
16 constitutes a valid written Distribution Agreement between the Licensor – BRI, and
17 the Distributor – Televisa.

18 428. Plaintiffs BRI and WWO have performed all obligations, conditions,
19 covenants, and promises required under the Distribution Agreement, except for those
20 matters where performance has been excused.

21 429. In the Distribution Agreement, Televisa has distribution rights to
22 distribute the WWO program titles to any of its affiliates, subsidiaries, or companies
23 that are a part of Televisa.

24 430. One of the terms in the Distribution Agreement discusses Payments. The
25 Distributors (Televisa, TelevisaUnivision, Pluto TV, Paramount Streaming, and
26 Paramount Global) were required to make payments to the licensor's Bank Account,
27 in USD, on a quarterly basis corresponding to 70% of the Net Receipts. *See supra* ¶
28 27–29.

1 431. All the Defendants are Distributors and have failed to perform their
2 obligations under the Distribution Agreement. This failure to perform constitutes a
3 breach of the Distribution Agreement.

4 432. As a direct and proximate result of all of the Defendants' breaches,
5 Plaintiffs are seeking compensatory damages for an amount to be proven at trial.

6 433. As a further direct, and proximate legal result of all of the Defendants'
7 conduct, Plaintiffs have been obligated to spend or incur liability for costs of suit,
8 attorneys' fees, and related expenses in order to recover the benefits due to the
9 Plaintiffs under the Distribution Agreement, for an amount to be proven at trial.

11 **THIRTY-NINTH CLAIM FOR RELIEF**

12 [Breach of Contract Against all Defendants for Month #9]

13 434. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
14 through 39, inclusive, as if fully set forth herein.

15 435. The BRI-Televisa fully executed license agreement for WWO
16 constitutes a valid written Distribution Agreement between the Licensor – BRI, and
17 the Distributor – Televisa.

18 436. Plaintiffs BRI and WWO have performed all obligations, conditions,
19 covenants, and promises required under the Distribution Agreement, except for those
20 matters where performance has been excused.

21 437. In the Distribution Agreement, Televisa has distribution rights to
22 distribute the WWO program titles to any of its affiliates, subsidiaries, or companies
23 that are a part of Televisa.

24 438. One of the terms in the Distribution Agreement discusses Payments. The
25 Distributors (Televisa, TelevisaUnivision, Pluto TV, Paramount Streaming, and
26 Paramount Global) were required to make payments to the licensor's Bank Account,
27 in USD, on a quarterly basis corresponding to 70% of the Net Receipts. *See supra* ¶
28 27–29.

4 440. As a direct and proximate result of all of the Defendants' breaches,
5 Plaintiffs are seeking compensatory damages for an amount to be proven at trial.

FORTIETH CLAIM FOR RELIEF

13 442. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
14 through 39, inclusive, as if fully set forth herein.

18 444. Plaintiffs BRI and WWO have performed all obligations, conditions,
19 covenants, and promises required under the Distribution Agreement, except for those
20 matters where performance has been excused.

446. One of the terms in the Distribution Agreement discusses Payments. The Distributors (Televisa, TelevisaUnivision, Pluto TV, Paramount Streaming, and Paramount Global) were required to make payments to the licensor's Bank Account, in USD, on a quarterly basis corresponding to 70% of the Net Receipts. *See supra* ¶¶ 27–29.

4 448. As a direct and proximate result of all of the Defendants' breaches,
5 Plaintiffs are seeking compensatory damages for an amount to be proven at trial.

11 || **FORTY-FIRST CLAIM FOR RELIEF**

13 450. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
14 through 39, inclusive, as if fully set forth herein.

18 452. Plaintiffs BRI and WWO have performed all obligations, conditions,
19 covenants, and promises required under the Distribution Agreement, except for those
20 matters where performance has been excused.

454. One of the terms in the Distribution Agreement discusses Payments. The Distributors (Televisa, TelevisaUnivision, Pluto TV, Paramount Streaming, and Paramount Global) were required to make payments to the licensor's Bank Account, in USD, on a quarterly basis corresponding to 70% of the Net Receipts. *See supra* ¶¶ 27–29.

1 455. All the Defendants are Distributors and have failed to perform their
2 obligations under the Distribution Agreement. This failure to perform constitutes a
3 breach of the Distribution Agreement.

4 456. As a direct and proximate result of all of the Defendants' breaches,
5 Plaintiffs are seeking compensatory damages for an amount to be proven at trial.

6 457. As a further direct, and proximate legal result of all of the Defendants'
7 conduct, Plaintiffs have been obligated to spend or incur liability for costs of suit,
8 attorneys' fees, and related expenses in order to recover the benefits due to the
9 Plaintiffs under the Distribution Agreement, for an amount to be proven at trial.

11 **FORTY-SECOND CLAIM FOR RELIEF**

12 [Breach of Contract Against all Defendants for Month #12]

13 458. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
14 through 39, inclusive, as if fully set forth herein.

15 459. The BRI-Televisa fully executed license agreement for WWO
16 constitutes a valid written Distribution Agreement between the Licensor – BRI, and
17 the Distributor – Televisa.

18 460. Plaintiffs BRI and WWO have performed all obligations, conditions,
19 covenants, and promises required under the Distribution Agreement, except for those
20 matters where performance has been excused.

21 461. In the Distribution Agreement, Televisa has distribution rights to
22 distribute the WWO program titles to any of its affiliates, subsidiaries, or companies
23 that are a part of Televisa.

24 462. One of the terms in the Distribution Agreement discusses Payments. The
25 Distributors (Televisa, TelevisaUnivision, Pluto TV, Paramount Streaming, and
26 Paramount Global) were required to make payments to the licensor's Bank Account,
27 in USD, on a quarterly basis corresponding to 70% of the Net Receipts. *See supra* ¶
28 27–29.

1 463. All the Defendants are Distributors and have failed to perform their
2 obligations under the Distribution Agreement. This failure to perform constitutes a
3 breach of the Distribution Agreement.

4 464. As a direct and proximate result of all of the Defendants' breaches,
5 Plaintiffs are seeking compensatory damages for an amount to be proven at trial.

6 465. As a further direct, and proximate legal result of all of the Defendants'
7 conduct, Plaintiffs have been obligated to spend or incur liability for costs of suit,
8 attorneys' fees, and related expenses in order to recover the benefits due to the
9 Plaintiffs under the Distribution Agreement, for an amount to be proven at trial.

11 **FORTY-THIRD CLAIM FOR RELIEF**

12 [Breach of Contract Against all Defendants for Month #13]

13 466. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
14 through 39, inclusive, as if fully set forth herein.

15 467. The BRI-Televisa fully executed license agreement for WWO
16 constitutes a valid written Distribution Agreement between the Licensor – BRI, and
17 the Distributor – Televisa.

18 468. Plaintiffs BRI and WWO have performed all obligations, conditions,
19 covenants, and promises required under the Distribution Agreement, except for those
20 matters where performance has been excused.

21 469. In the Distribution Agreement, Televisa has distribution rights to
22 distribute the WWO program titles to any of its affiliates, subsidiaries, or companies
23 that are a part of Televisa.

24 470. One of the terms in the Distribution Agreement discusses Payments. The
25 Distributors (Televisa, TelevisaUnivision, Pluto TV, Paramount Streaming, and
26 Paramount Global) were required to make payments to the licensor's Bank Account,
27 in USD, on a quarterly basis corresponding to 70% of the Net Receipts. *See supra* ¶
28 27–29.

1 471. All the Defendants are Distributors and have failed to perform their
 2 obligations under the Distribution Agreement. This failure to perform constitutes a
 3 breach of the Distribution Agreement.

4 472. As a direct and proximate result of all of the Defendants' breaches,
 5 Plaintiffs are seeking compensatory damages for an amount to be proven at trial.

6 473. As a further direct, and proximate legal result of all of the Defendants'
 7 conduct, Plaintiffs have been obligated to spend or incur liability for costs of suit,
 8 attorneys' fees, and related expenses in order to recover the benefits due to the
 9 Plaintiffs under the Distribution Agreement, for an amount to be proven at trial.

11 **FORTY-FOURTH CLAIM FOR RELIEF**

12 [Breach of Contract Against all Defendants for Month #14]

13 474. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
 14 through 39, inclusive, as if fully set forth herein.

15 475. The BRI-Televisa fully executed license agreement for WWO
 16 constitutes a valid written Distribution Agreement between the Licensor – BRI, and
 17 the Distributor – Televisa.

18 476. Plaintiffs BRI and WWO have performed all obligations, conditions,
 19 covenants, and promises required under the Distribution Agreement, except for those
 20 matters where performance has been excused.

21 477. In the Distribution Agreement, Televisa has distribution rights to
 22 distribute the WWO program titles to any of its affiliates, subsidiaries, or companies
 23 that are a part of Televisa.

24 478. One of the terms in the Distribution Agreement discusses Payments. The
 25 Distributors (Televisa, TelevisaUnivision, Pluto TV, Paramount Streaming, and
 26 Paramount Global) were required to make payments to the licensor's Bank Account,
 27 in USD, on a quarterly basis corresponding to 70% of the Net Receipts. *See supra* ¶
 28 27–29.

1 479. All the Defendants are Distributors and have failed to perform their
2 obligations under the Distribution Agreement. This failure to perform constitutes a
3 breach of the Distribution Agreement.

4 480. As a direct and proximate result of all of the Defendants' breaches,
5 Plaintiffs are seeking compensatory damages for an amount to be proven at trial.

6 481. As a further direct, and proximate legal result of all of the Defendants'
7 conduct, Plaintiffs have been obligated to spend or incur liability for costs of suit,
8 attorneys' fees, and related expenses in order to recover the benefits due to the
9 Plaintiffs under the Distribution Agreement, for an amount to be proven at trial.

11 **FORTY-FIFTH CLAIM FOR RELIEF**

12 [Breach of Contract Against all Defendants for Month #15]

13 482. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
14 through 39, inclusive, as if fully set forth herein.

15 483. The BRI-Televisa fully executed license agreement for WWO
16 constitutes a valid written Distribution Agreement between the Licensor – BRI, and
17 the Distributor – Televisa.

18 484. Plaintiffs BRI and WWO have performed all obligations, conditions,
19 covenants, and promises required under the Distribution Agreement, except for those
20 matters where performance has been excused.

21 485. In the Distribution Agreement, Televisa has distribution rights to
22 distribute the WWO program titles to any of its affiliates, subsidiaries, or companies
23 that are a part of Televisa.

24 486. One of the terms in the Distribution Agreement discusses Payments. The
25 Distributors (Televisa, TelevisaUnivision, Pluto TV, Paramount Streaming, and
26 Paramount Global) were required to make payments to the licensor's Bank Account,
27 in USD, on a quarterly basis corresponding to 70% of the Net Receipts. *See supra* ¶
28 27–29.

4 488. As a direct and proximate result of all of the Defendants' breaches,
5 Plaintiffs are seeking compensatory damages for an amount to be proven at trial.

11 || **FORTY-SIXTH CLAIM FOR RELIEF**

490. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 39, inclusive, as if fully set forth herein.

18 492. Plaintiffs BRI and WWO have performed all obligations, conditions,
19 covenants, and promises required under the Distribution Agreement, except for those
20 matters where performance has been excused.

494. One of the terms in the Distribution Agreement discusses Payments. The Distributors (Televisa, TelevisaUnivision, Pluto TV, Paramount Streaming, and Paramount Global) were required to make payments to the licensor's Bank Account, in USD, on a quarterly basis corresponding to 70% of the Net Receipts. *See supra* ¶¶ 27–29.

1 495. All the Defendants are Distributors and have failed to perform their
2 obligations under the Distribution Agreement. This failure to perform constitutes a
3 breach of the Distribution Agreement.

4 496. As a direct and proximate result of all of the Defendants' breaches,
5 Plaintiffs are seeking compensatory damages for an amount to be proven at trial.

6 497. As a further direct, and proximate legal result of all of the Defendants'
7 conduct, Plaintiffs have been obligated to spend or incur liability for costs of suit,
8 attorneys' fees, and related expenses in order to recover the benefits due to the
9 Plaintiffs under the Distribution Agreement, for an amount to be proven at trial.

10 11 **FORTY-SEVENTH CLAIM FOR RELIEF**

12 [Breach of Contract Against all Defendants for Month #17]

13 498. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
14 through 39, inclusive, as if fully set forth herein.

15 499. The BRI-Televisa fully executed license agreement for WWO
16 constitutes a valid written Distribution Agreement between the Licensor – BRI, and
17 the Distributor – Televisa.

18 500. Plaintiffs BRI and WWO have performed all obligations, conditions,
19 covenants, and promises required under the Distribution Agreement, except for those
20 matters where performance has been excused.

21 501. In the Distribution Agreement, Televisa has distribution rights to
22 distribute the WWO program titles to any of its affiliates, subsidiaries, or companies
23 that are a part of Televisa.

24 502. One of the terms in the Distribution Agreement discusses Payments. The
25 Distributors (Televisa, TelevisaUnivision, Pluto TV, Paramount Streaming, and
26 Paramount Global) were required to make payments to the licensor's Bank Account,
27 in USD, on a quarterly basis corresponding to 70% of the Net Receipts. *See supra* ¶
28 27–29.

1 503. All the Defendants are Distributors and have failed to perform their
2 obligations under the Distribution Agreement. This failure to perform constitutes a
3 breach of the Distribution Agreement.

4 504. As a direct and proximate result of all of the Defendants' breaches,
5 Plaintiffs are seeking compensatory damages for an amount to be proven at trial.

6 505. As a further direct, and proximate legal result of all of the Defendants'
7 conduct, Plaintiffs have been obligated to spend or incur liability for costs of suit,
8 attorneys' fees, and related expenses in order to recover the benefits due to the
9 Plaintiffs under the Distribution Agreement, for an amount to be proven at trial.

10
11 **FORTY-EIGHTH CLAIM FOR RELIEF**

12 [Breach of Contract Against all Defendants for Month #18]

13 506. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
14 through 39, inclusive, as if fully set forth herein.

15 507. The BRI-Televisa fully executed license agreement for WWO
16 constitutes a valid written Distribution Agreement between the Licensor – BRI, and
17 the Distributor – Televisa.

18 508. Plaintiffs BRI and WWO have performed all obligations, conditions,
19 covenants, and promises required under the Distribution Agreement, except for those
20 matters where performance has been excused.

21 509. In the Distribution Agreement, Televisa has distribution rights to
22 distribute the WWO program titles to any of its affiliates, subsidiaries, or companies
23 that are a part of Televisa.

24 510. One of the terms in the Distribution Agreement discusses Payments. The
25 Distributors (Televisa, TelevisaUnivision, Pluto TV, Paramount Streaming, and
26 Paramount Global) were required to make payments to the licensor's Bank Account,
27 in USD, on a quarterly basis corresponding to 70% of the Net Receipts. *See supra* ¶
28 27–29.

1 511. All the Defendants are Distributors and have failed to perform their
2 obligations under the Distribution Agreement. This failure to perform constitutes a
3 breach of the Distribution Agreement.

4 512. As a direct and proximate result of all of the Defendants' breaches,
5 Plaintiffs are seeking compensatory damages for an amount to be proven at trial.

6 513. As a further direct, and proximate legal result of all of the Defendants'
7 conduct, Plaintiffs have been obligated to spend or incur liability for costs of suit,
8 attorneys' fees, and related expenses in order to recover the benefits due to the
9 Plaintiffs under the Distribution Agreement, for an amount to be proven at trial.

10 11 **FORTY-NINTH CLAIM FOR RELIEF**

12 [Breach of Contract Against all Defendants for Month #19]

13 514. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
14 through 39, inclusive, as if fully set forth herein.

15 515. The BRI-Televisa fully executed license agreement for WWO
16 constitutes a valid written Distribution Agreement between the Licensor – BRI, and
17 the Distributor – Televisa.

18 516. Plaintiffs BRI and WWO have performed all obligations, conditions,
19 covenants, and promises required under the Distribution Agreement, except for those
20 matters where performance has been excused.

21 517. In the Distribution Agreement, Televisa has distribution rights to
22 distribute the WWO program titles to any of its affiliates, subsidiaries, or companies
23 that are a part of Televisa.

24 518. One of the terms in the Distribution Agreement discusses Payments. The
25 Distributors (Televisa, TelevisaUnivision, Pluto TV, Paramount Streaming, and
26 Paramount Global) were required to make payments to the licensor's Bank Account,
27 in USD, on a quarterly basis corresponding to 70% of the Net Receipts. *See supra* ¶
28 27–29.

1 519. All the Defendants are Distributors and have failed to perform their
2 obligations under the Distribution Agreement. This failure to perform constitutes a
3 breach of the Distribution Agreement.

4 520. As a direct and proximate result of all of the Defendants' breaches,
5 Plaintiffs are seeking compensatory damages for an amount to be proven at trial.

6 521. As a further direct, and proximate legal result of all of the Defendants'
7 conduct, Plaintiffs have been obligated to spend or incur liability for costs of suit,
8 attorneys' fees, and related expenses in order to recover the benefits due to the
9 Plaintiffs under the Distribution Agreement, for an amount to be proven at trial.

10
11 **FIFTIETH CLAIM FOR RELIEF**

12 [Breach of the Covenant of Good Faith and Fair Dealing

13 Against all Defendants for Month #1]

14 522. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
15 through 39, inclusive, as if fully set forth herein.

16 523. At all times herein mentioned, all the Defendants were lawfully
17 obligated to act fairly and in good faith towards the Plaintiffs, ensuring that the
18 Plaintiffs received the full extent of the payments to which they were, and are,
19 entitled. All the Defendants are expected to conduct themselves in accordance with
20 the laws of the State of California, including but not limited to the California Code
21 of Regulations and Fair Claims Practices Act.

22 524. All the Defendants have passively failed, and continue to refuse, to
23 exercise good faith and fair dealing with the Plaintiffs as set forth herein and have
24 unfairly refused to provide any revenue reports or payments in the form of royalties.

25 525. The covenant of good faith and fair dealing is implied as a supplement
26 to the express contractual covenants to prevent all the Defendants from engaging in
27 conduct which would frustrate the Plaintiffs' rights to the benefits of the Distribution
28 Agreement. *McMillin Scripps N. P'ship v. Royal Ins. Co.*, 19 Cal. App. 4th 1215,

1 1222 (1993). An obligation is imposed by law on all the Defendants to act fairly and
 2 in good faith in discharging their contractual responsibilities. *Vu v. Prudential Prop.*
 3 *& Cas. Ins. Co.*, 26 Cal. 4th 1142, 1150 (2001).

4 526. All the Defendants have an implied obligation of good faith and fair
 5 dealing in every contract under California Law, meaning that an obligation is
 6 imposed by law on all the Defendants to act fairly and in good faith in discharging
 7 their contractual responsibilities. *Vu v. Prudential Prop. & Cas. Ins. Co.*, 26 Cal. 4th
 8 1142, 1150 (2001).

9 527. At all times herein mentioned, the Defendants passively failed to
 10 conduct a reasonable investigation to provide the Plaintiffs with revenue reports as
 11 well as royalty statements even after multiple requests, as seen in **Exhibit 6**. See
 12 *supra* ¶ 27–29.

13 528. All the Defendants have failed to perform their obligations under the
 14 Distribution Agreement. This failure to perform constitutes a breach of the covenant
 15 of good faith and fair dealing implied in the Distribution Agreement.

16 529. As a direct and proximate result of all of the Defendants' conduct, the
 17 Plaintiffs have been obligated to spend or incur liability for costs of suit, attorneys'
 18 fees, and related expenses to recover the benefits due to the Plaintiffs under the
 19 Distribution Agreement, in an amount to be proven at trial.

20 21 **FIFTY-FIRST CLAIM FOR RELIEF**

22 [Breach of the Covenant of Good Faith and Fair Dealing
 23 Against all Defendants for Month #2]

24 530. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
 25 through 39, inclusive, as if fully set forth herein.

26 531. At all times herein mentioned, all the Defendants were lawfully
 27 obligated to act fairly and in good faith towards the Plaintiffs, ensuring that the
 28 Plaintiffs received the full extent of the payments to which they were, and are,

1 entitled. All the Defendants are expected to conduct themselves in accordance with
2 the laws of the State of California, including but not limited to the California Code
3 of Regulations and Fair Claims Practices Act.

4 532. All the Defendants have passively failed, and continue to refuse, to
5 exercise good faith and fair dealing with the Plaintiffs as set forth herein and have
6 unfairly refused to provide any revenue reports or payments in the form of royalties.

7 533. The covenant of good faith and fair dealing is implied as a supplement
8 to the express contractual covenants to prevent all the Defendants from engaging in
9 conduct which would frustrate the Plaintiffs' rights to the benefits of the Distribution
10 Agreement. *McMillin Scripps N. P'ship v. Royal Ins. Co.*, 19 Cal. App. 4th 1215,
11 1222 (1993). An obligation is imposed by law on all the Defendants to act fairly and
12 in good faith in discharging their contractual responsibilities. *Vu v. Prudential Prop.*
13 *& Cas. Ins. Co.*, 26 Cal. 4th 1142, 1150 (2001).

14 534. All the Defendants have an implied obligation of good faith and fair
15 dealing in every contract under California Law, meaning that an obligation is
16 imposed by law on all the Defendants to act fairly and in good faith in discharging
17 their contractual responsibilities. *Vu v. Prudential Prop. & Cas. Ins. Co.*, 26 Cal. 4th
18 1142, 1150 (2001).

19 535. At all times herein mentioned, the Defendants passively failed to
20 conduct a reasonable investigation to provide the Plaintiffs with revenue reports as
21 well as royalty statements even after multiple requests, as seen in **Exhibit 6**. See
22 *supra* ¶ 27–29.

23 536. All the Defendants have failed to perform their obligations under the
24 Distribution Agreement. This failure to perform constitutes a breach of the covenant
25 of good faith and fair dealing implied in the Distribution Agreement.

26 537. As a direct and proximate result of all of the Defendants' conduct, the
27 Plaintiffs have been obligated to spend or incur liability for costs of suit, attorneys'
28

1 fees, and related expenses to recover the benefits due to the Plaintiffs under the
2 Distribution Agreement, in an amount to be proven at trial.

4 **FIFTY-SECOND CLAIM FOR RELIEF**

5 [Breach of the Covenant of Good Faith and Fair Dealing

6 Against all Defendants for Month #3]

7 538. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
8 through 39, inclusive, as if fully set forth herein.

9 539. At all times herein mentioned, all the Defendants were lawfully
10 obligated to act fairly and in good faith towards the Plaintiffs, ensuring that the
11 Plaintiffs received the full extent of the payments to which they were, and are,
12 entitled. All the Defendants are expected to conduct themselves in accordance with
13 the laws of the State of California, including but not limited to the California Code
14 of Regulations and Fair Claims Practices Act.

15 540. All the Defendants have passively failed, and continue to refuse, to
16 exercise good faith and fair dealing with the Plaintiffs as set forth herein and have
17 unfairly refused to provide any revenue reports or payments in the form of royalties.

18 541. The covenant of good faith and fair dealing is implied as a supplement
19 to the express contractual covenants to prevent all the Defendants from engaging in
20 conduct which would frustrate the Plaintiffs' rights to the benefits of the Distribution
21 Agreement. *McMillin Scripps N. P'ship v. Royal Ins. Co.*, 19 Cal. App. 4th 1215,
22 1222 (1993). An obligation is imposed by law on all the Defendants to act fairly and
23 in good faith in discharging their contractual responsibilities. *Vu v. Prudential Prop.*
24 *& Cas. Ins. Co.*, 26 Cal. 4th 1142, 1150 (2001).

25 542. All the Defendants have an implied obligation of good faith and fair
26 dealing in every contract under California Law, meaning that an obligation is
27 imposed by law on all the Defendants to act fairly and in good faith in discharging
28

1 their contractual responsibilities. *Vu v. Prudential Prop. & Cas. Ins. Co.*, 26 Cal. 4th
2 1142, 1150 (2001).

3 543. At all times herein mentioned, the Defendants passively failed to
4 conduct a reasonable investigation to provide the Plaintiffs with revenue reports as
5 well as royalty statements even after multiple requests, as seen in **Exhibit 6**. See
6 *supra* ¶ 27–29.

7 544. All the Defendants have failed to perform their obligations under the
8 Distribution Agreement. This failure to perform constitutes a breach of the covenant
9 of good faith and fair dealing implied in the Distribution Agreement.

10 545. As a direct and proximate result of all of the Defendants' conduct, the
11 Plaintiffs have been obligated to spend or incur liability for costs of suit, attorneys'
12 fees, and related expenses to recover the benefits due to the Plaintiffs under the
13 Distribution Agreement, in an amount to be proven at trial.

14 15 **FIFTY-THIRD CLAIM FOR RELIEF**

16 [Breach of the Covenant of Good Faith and Fair Dealing

17 Against all Defendants for Month #4]

18 546. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
19 through 39, inclusive, as if fully set forth herein.

20 547. At all times herein mentioned, all the Defendants were lawfully
21 obligated to act fairly and in good faith towards the Plaintiffs, ensuring that the
22 Plaintiffs received the full extent of the payments to which they were, and are,
23 entitled. All the Defendants are expected to conduct themselves in accordance with
24 the laws of the State of California, including but not limited to the California Code
25 of Regulations and Fair Claims Practices Act.

26 548. All the Defendants have passively failed, and continue to refuse, to
27 exercise good faith and fair dealing with the Plaintiffs as set forth herein and have
28 unfairly refused to provide any revenue reports or payments in the form of royalties.

1 554. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
2 through 39, inclusive, as if fully set forth herein.

3 555. At all times herein mentioned, all the Defendants were lawfully
4 obligated to act fairly and in good faith towards the Plaintiffs, ensuring that the
5 Plaintiffs received the full extent of the payments to which they were, and are,
6 entitled. All the Defendants are expected to conduct themselves in accordance with
7 the laws of the State of California, including but not limited to the California Code
8 of Regulations and Fair Claims Practices Act.

9 556. All the Defendants have passively failed, and continue to refuse, to
10 exercise good faith and fair dealing with the Plaintiffs as set forth herein and have
11 unfairly refused to provide any revenue reports or payments in the form of royalties.

12 557. The covenant of good faith and fair dealing is implied as a supplement
13 to the express contractual covenants to prevent all the Defendants from engaging in
14 conduct which would frustrate the Plaintiffs' rights to the benefits of the Distribution
15 Agreement. *McMillin Scripps N. P'ship v. Royal Ins. Co.*, 19 Cal. App. 4th 1215,
16 1222 (1993). An obligation is imposed by law on all the Defendants to act fairly and
17 in good faith in discharging their contractual responsibilities. *Vu v. Prudential Prop.*
18 *& Cas. Ins. Co.*, 26 Cal. 4th 1142, 1150 (2001).

19 558. All the Defendants have an implied obligation of good faith and fair
20 dealing in every contract under California Law, meaning that an obligation is
21 imposed by law on all the Defendants to act fairly and in good faith in discharging
22 their contractual responsibilities. *Vu v. Prudential Prop. & Cas. Ins. Co.*, 26 Cal. 4th
23 1142, 1150 (2001).

24 559. At all times herein mentioned, the Defendants passively failed to
25 conduct a reasonable investigation to provide the Plaintiffs with revenue reports as
26 well as royalty statements even after multiple requests, as seen in **Exhibit 6**. See
27 *supra* ¶ 27–29.
28

1 in good faith in discharging their contractual responsibilities. *Vu v. Prudential Prop.*
 2 & *Cas. Ins. Co.*, 26 Cal. 4th 1142, 1150 (2001).

3 566. All the Defendants have an implied obligation of good faith and fair
 4 dealing in every contract under California Law, meaning that an obligation is
 5 imposed by law on all the Defendants to act fairly and in good faith in discharging
 6 their contractual responsibilities. *Vu v. Prudential Prop. & Cas. Ins. Co.*, 26 Cal. 4th
 7 1142, 1150 (2001).

8 567. At all times herein mentioned, the Defendants passively failed to
 9 conduct a reasonable investigation to provide the Plaintiffs with revenue reports as
 10 well as royalty statements even after multiple requests, as seen in **Exhibit 6**. See
 11 *supra* ¶ 27–29.

12 568. All the Defendants have failed to perform their obligations under the
 13 Distribution Agreement. This failure to perform constitutes a breach of the covenant
 14 of good faith and fair dealing implied in the Distribution Agreement.

15 569. As a direct and proximate result of all of the Defendants' conduct, the
 16 Plaintiffs have been obligated to spend or incur liability for costs of suit, attorneys'
 17 fees, and related expenses to recover the benefits due to the Plaintiffs under the
 18 Distribution Agreement, in an amount to be proven at trial.

19 20 **FIFTY-SIXTH CLAIM FOR RELIEF**

21 [Breach of the Covenant of Good Faith and Fair Dealing

22 Against all Defendants for Month #7]

23 570. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
 24 through 39, inclusive, as if fully set forth herein.

25 571. At all times herein mentioned, all the Defendants were lawfully
 26 obligated to act fairly and in good faith towards the Plaintiffs, ensuring that the
 27 Plaintiffs received the full extent of the payments to which they were, and are,
 28 entitled. All the Defendants are expected to conduct themselves in accordance with

1 the laws of the State of California, including but not limited to the California Code
2 of Regulations and Fair Claims Practices Act.

3 572. All the Defendants have passively failed, and continue to refuse, to
4 exercise good faith and fair dealing with the Plaintiffs as set forth herein and have
5 unfairly refused to provide any revenue reports or payments in the form of royalties.

6 573. The covenant of good faith and fair dealing is implied as a supplement
7 to the express contractual covenants to prevent all the Defendants from engaging in
8 conduct which would frustrate the Plaintiffs' rights to the benefits of the Distribution
9 Agreement. *McMillin Scripps N. P'ship v. Royal Ins. Co.*, 19 Cal. App. 4th 1215,
10 1222 (1993). An obligation is imposed by law on all the Defendants to act fairly and
11 in good faith in discharging their contractual responsibilities. *Vu v. Prudential Prop.*
12 *& Cas. Ins. Co.*, 26 Cal. 4th 1142, 1150 (2001).

13 574. All the Defendants have an implied obligation of good faith and fair
14 dealing in every contract under California Law, meaning that an obligation is
15 imposed by law on all the Defendants to act fairly and in good faith in discharging
16 their contractual responsibilities. *Vu v. Prudential Prop. & Cas. Ins. Co.*, 26 Cal. 4th
17 1142, 1150 (2001).

18 575. At all times herein mentioned, the Defendants passively failed to
19 conduct a reasonable investigation to provide the Plaintiffs with revenue reports as
20 well as royalty statements even after multiple requests, as seen in **Exhibit 6**. See
21 *supra* ¶ 27–29.

22 576. All the Defendants have failed to perform their obligations under the
23 Distribution Agreement. This failure to perform constitutes a breach of the covenant
24 of good faith and fair dealing implied in the Distribution Agreement.

25 577. As a direct and proximate result of all of the Defendants' conduct, the
26 Plaintiffs have been obligated to spend or incur liability for costs of suit, attorneys'
27 fees, and related expenses to recover the benefits due to the Plaintiffs under the
28 Distribution Agreement, in an amount to be proven at trial.

FIFTY-SEVENTH CLAIM FOR RELIEF

[Breach of the Covenant of Good Faith and Fair Dealing

Against all Defendants for Month #8]

578. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 39, inclusive, as if fully set forth herein.

579. At all times herein mentioned, all the Defendants were lawfully obligated to act fairly and in good faith towards the Plaintiffs, ensuring that the Plaintiffs received the full extent of the payments to which they were, and are, entitled. All the Defendants are expected to conduct themselves in accordance with the laws of the State of California, including but not limited to the California Code of Regulations and Fair Claims Practices Act.

580. All the Defendants have passively failed, and continue to refuse, to exercise good faith and fair dealing with the Plaintiffs as set forth herein and have unfairly refused to provide any revenue reports or payments in the form of royalties.

581. The covenant of good faith and fair dealing is implied as a supplement to the express contractual covenants to prevent all the Defendants from engaging in conduct which would frustrate the Plaintiffs' rights to the benefits of the Distribution Agreement. *McMillin Scripps N. P'ship v. Royal Ins. Co.*, 19 Cal. App. 4th 1215, 1222 (1993). An obligation is imposed by law on all the Defendants to act fairly and in good faith in discharging their contractual responsibilities. *Vu v. Prudential Prop. & Cas. Ins. Co.*, 26 Cal. 4th 1142, 1150 (2001).

582. All the Defendants have an implied obligation of good faith and fair dealing in every contract under California Law, meaning that an obligation is imposed by law on all the Defendants to act fairly and in good faith in discharging their contractual responsibilities. *Vu v. Prudential Prop. & Cas. Ins. Co.*, 26 Cal. 4th 1142, 1150 (2001).

1 583. At all times herein mentioned, the Defendants passively failed to
 2 conduct a reasonable investigation to provide the Plaintiffs with revenue reports as
 3 well as royalty statements even after multiple requests, as seen in **Exhibit 6**. See
 4 *supra* ¶ 27–29.

5 584. All the Defendants have failed to perform their obligations under the
 6 Distribution Agreement. This failure to perform constitutes a breach of the covenant
 7 of good faith and fair dealing implied in the Distribution Agreement.

8 585. As a direct and proximate result of all of the Defendants' conduct, the
 9 Plaintiffs have been obligated to spend or incur liability for costs of suit, attorneys'
 10 fees, and related expenses to recover the benefits due to the Plaintiffs under the
 11 Distribution Agreement, in an amount to be proven at trial.

12 13 **FIFTY-EIGHTH CLAIM FOR RELIEF**

14 [Breach of the Covenant of Good Faith and Fair Dealing

15 Against all Defendants for Month #9]

16 586. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
 17 through 39, inclusive, as if fully set forth herein.

18 587. At all times herein mentioned, all the Defendants were lawfully
 19 obligated to act fairly and in good faith towards the Plaintiffs, ensuring that the
 20 Plaintiffs received the full extent of the payments to which they were, and are,
 21 entitled. All the Defendants are expected to conduct themselves in accordance with
 22 the laws of the State of California, including but not limited to the California Code
 23 of Regulations and Fair Claims Practices Act.

24 588. All the Defendants have passively failed, and continue to refuse, to
 25 exercise good faith and fair dealing with the Plaintiffs as set forth herein and have
 26 unfairly refused to provide any revenue reports or payments in the form of royalties.

27 589. The covenant of good faith and fair dealing is implied as a supplement
 28 to the express contractual covenants to prevent all the Defendants from engaging in

1 conduct which would frustrate the Plaintiffs' rights to the benefits of the Distribution
 2 Agreement. *McMillin Scripps N. P'ship v. Royal Ins. Co.*, 19 Cal. App. 4th 1215,
 3 1222 (1993). An obligation is imposed by law on all the Defendants to act fairly and
 4 in good faith in discharging their contractual responsibilities. *Vu v. Prudential Prop.*
 5 *& Cas. Ins. Co.*, 26 Cal. 4th 1142, 1150 (2001).

6 590. All the Defendants have an implied obligation of good faith and fair
 7 dealing in every contract under California Law, meaning that an obligation is
 8 imposed by law on all the Defendants to act fairly and in good faith in discharging
 9 their contractual responsibilities. *Vu v. Prudential Prop. & Cas. Ins. Co.*, 26 Cal. 4th
 10 1142, 1150 (2001).

11 591. At all times herein mentioned, the Defendants passively failed to
 12 conduct a reasonable investigation to provide the Plaintiffs with revenue reports as
 13 well as royalty statements even after multiple requests, as seen in **Exhibit 6**. See
 14 *supra* ¶ 27–29.

15 592. All the Defendants have failed to perform their obligations under the
 16 Distribution Agreement. This failure to perform constitutes a breach of the covenant
 17 of good faith and fair dealing implied in the Distribution Agreement.

18 593. As a direct and proximate result of all of the Defendants' conduct, the
 19 Plaintiffs have been obligated to spend or incur liability for costs of suit, attorneys'
 20 fees, and related expenses to recover the benefits due to the Plaintiffs under the
 21 Distribution Agreement, in an amount to be proven at trial.

22 **FIFTY-NINTH CLAIM FOR RELIEF**

23 [Breach of the Covenant of Good Faith and Fair Dealing
 24 Against all Defendants for Month #10]

25 594. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
 26 through 39, inclusive, as if fully set forth herein.
 27
 28

1 595. At all times herein mentioned, all the Defendants were lawfully
2 obligated to act fairly and in good faith towards the Plaintiffs, ensuring that the
3 Plaintiffs received the full extent of the payments to which they were, and are,
4 entitled. All the Defendants are expected to conduct themselves in accordance with
5 the laws of the State of California, including but not limited to the California Code
6 of Regulations and Fair Claims Practices Act.

7 596. All the Defendants have passively failed, and continue to refuse, to
8 exercise good faith and fair dealing with the Plaintiffs as set forth herein and have
9 unfairly refused to provide any revenue reports or payments in the form of royalties.

10 597. The covenant of good faith and fair dealing is implied as a supplement
11 to the express contractual covenants to prevent all the Defendants from engaging in
12 conduct which would frustrate the Plaintiffs' rights to the benefits of the Distribution
13 Agreement. *McMillin Scripps N. P'ship v. Royal Ins. Co.*, 19 Cal. App. 4th 1215,
14 1222 (1993). An obligation is imposed by law on all the Defendants to act fairly and
15 in good faith in discharging their contractual responsibilities. *Vu v. Prudential Prop.*
16 *& Cas. Ins. Co.*, 26 Cal. 4th 1142, 1150 (2001).

17 598. All the Defendants have an implied obligation of good faith and fair
18 dealing in every contract under California Law, meaning that an obligation is
19 imposed by law on all the Defendants to act fairly and in good faith in discharging
20 their contractual responsibilities. *Vu v. Prudential Prop. & Cas. Ins. Co.*, 26 Cal. 4th
21 1142, 1150 (2001).

22 599. At all times herein mentioned, the Defendants passively failed to
23 conduct a reasonable investigation to provide the Plaintiffs with revenue reports as
24 well as royalty statements even after multiple requests, as seen in **Exhibit 6**. See
25 *supra* ¶ 27–29.

26 600. All the Defendants have failed to perform their obligations under the
27 Distribution Agreement. This failure to perform constitutes a breach of the covenant
28 of good faith and fair dealing implied in the Distribution Agreement.

1 601. As a direct and proximate result of all of the Defendants' conduct, the
 2 Plaintiffs have been obligated to spend or incur liability for costs of suit, attorneys'
 3 fees, and related expenses to recover the benefits due to the Plaintiffs under the
 4 Distribution Agreement, in an amount to be proven at trial.

5
 6 **SIXTIETH CLAIM FOR RELIEF**

7 [Breach of the Covenant of Good Faith and Fair Dealing

8 Against all Defendants for Month #11]

9 602. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
 10 through 39, inclusive, as if fully set forth herein.

11 603. At all times herein mentioned, all the Defendants were lawfully
 12 obligated to act fairly and in good faith towards the Plaintiffs, ensuring that the
 13 Plaintiffs received the full extent of the payments to which they were, and are,
 14 entitled. All the Defendants are expected to conduct themselves in accordance with
 15 the laws of the State of California, including but not limited to the California Code
 16 of Regulations and Fair Claims Practices Act.

17 604. All the Defendants have passively failed, and continue to refuse, to
 18 exercise good faith and fair dealing with the Plaintiffs as set forth herein and have
 19 unfairly refused to provide any revenue reports or payments in the form of royalties.

20 605. The covenant of good faith and fair dealing is implied as a supplement
 21 to the express contractual covenants to prevent all the Defendants from engaging in
 22 conduct which would frustrate the Plaintiffs' rights to the benefits of the Distribution
 23 Agreement. *McMillin Scripps N. P'ship v. Royal Ins. Co.*, 19 Cal. App. 4th 1215,
 24 1222 (1993). An obligation is imposed by law on all the Defendants to act fairly and
 25 in good faith in discharging their contractual responsibilities. *Vu v. Prudential Prop.*
 26 *& Cas. Ins. Co.*, 26 Cal. 4th 1142, 1150 (2001).

27 606. All the Defendants have an implied obligation of good faith and fair
 28 dealing in every contract under California Law, meaning that an obligation is

1 imposed by law on all the Defendants to act fairly and in good faith in discharging
 2 their contractual responsibilities. *Vu v. Prudential Prop. & Cas. Ins. Co.*, 26 Cal. 4th
 3 1142, 1150 (2001).

4 607. At all times herein mentioned, the Defendants passively failed to
 5 conduct a reasonable investigation to provide the Plaintiffs with revenue reports as
 6 well as royalty statements even after multiple requests, as seen in **Exhibit 6**. See
 7 *supra* ¶ 27–29.

8 608. All the Defendants have failed to perform their obligations under the
 9 Distribution Agreement. This failure to perform constitutes a breach of the covenant
 10 of good faith and fair dealing implied in the Distribution Agreement.

11 609. As a direct and proximate result of all of the Defendants' conduct, the
 12 Plaintiffs have been obligated to spend or incur liability for costs of suit, attorneys'
 13 fees, and related expenses to recover the benefits due to the Plaintiffs under the
 14 Distribution Agreement, in an amount to be proven at trial.

15 16 **SIXTY-FIRST CLAIM FOR RELIEF**

17 [Breach of the Covenant of Good Faith and Fair Dealing

18 Against all Defendants for Month #12]

19 610. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
 20 through 39, inclusive, as if fully set forth herein.

21 611. At all times herein mentioned, all the Defendants were lawfully
 22 obligated to act fairly and in good faith towards the Plaintiffs, ensuring that the
 23 Plaintiffs received the full extent of the payments to which they were, and are,
 24 entitled. All the Defendants are expected to conduct themselves in accordance with
 25 the laws of the State of California, including but not limited to the California Code
 26 of Regulations and Fair Claims Practices Act.

1 612. All the Defendants have passively failed, and continue to refuse, to
2 exercise good faith and fair dealing with the Plaintiffs as set forth herein and have
3 unfairly refused to provide any revenue reports or payments in the form of royalties.

4 613. The covenant of good faith and fair dealing is implied as a supplement
5 to the express contractual covenants to prevent all the Defendants from engaging in
6 conduct which would frustrate the Plaintiffs' rights to the benefits of the Distribution
7 Agreement. *McMillin Scripps N. P'ship v. Royal Ins. Co.*, 19 Cal. App. 4th 1215,
8 1222 (1993). An obligation is imposed by law on all the Defendants to act fairly and
9 in good faith in discharging their contractual responsibilities. *Vu v. Prudential Prop.*
10 *& Cas. Ins. Co.*, 26 Cal. 4th 1142, 1150 (2001).

11 614. All the Defendants have an implied obligation of good faith and fair
12 dealing in every contract under California Law, meaning that an obligation is
13 imposed by law on all the Defendants to act fairly and in good faith in discharging
14 their contractual responsibilities. *Vu v. Prudential Prop. & Cas. Ins. Co.*, 26 Cal. 4th
15 1142, 1150 (2001).

16 615. At all times herein mentioned, the Defendants passively failed to
17 conduct a reasonable investigation to provide the Plaintiffs with revenue reports as
18 well as royalty statements even after multiple requests, as seen in **Exhibit 6**. See
19 *supra* ¶ 27–29.

20 616. All the Defendants have failed to perform their obligations under the
21 Distribution Agreement. This failure to perform constitutes a breach of the covenant
22 of good faith and fair dealing implied in the Distribution Agreement.

23 617. As a direct and proximate result of all of the Defendants' conduct, the
24 Plaintiffs have been obligated to spend or incur liability for costs of suit, attorneys'
25 fees, and related expenses to recover the benefits due to the Plaintiffs under the
26 Distribution Agreement, in an amount to be proven at trial.

27 /

28 //

SIXTY-SECOND CLAIM FOR RELIEF

[Breach of the Covenant of Good Faith and Fair Dealing

Against all Defendants for Month #13]

618. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 39, inclusive, as if fully set forth herein.

619. At all times herein mentioned, all the Defendants were lawfully obligated to act fairly and in good faith towards the Plaintiffs, ensuring that the Plaintiffs received the full extent of the payments to which they were, and are, entitled. All the Defendants are expected to conduct themselves in accordance with the laws of the State of California, including but not limited to the California Code of Regulations and Fair Claims Practices Act.

620. All the Defendants have passively failed, and continue to refuse, to exercise good faith and fair dealing with the Plaintiffs as set forth herein and have unfairly refused to provide any revenue reports or payments in the form of royalties.

621. The covenant of good faith and fair dealing is implied as a supplement to the express contractual covenants to prevent all the Defendants from engaging in conduct which would frustrate the Plaintiffs' rights to the benefits of the Distribution Agreement. *McMillin Scripps N. P'ship v. Royal Ins. Co.*, 19 Cal. App. 4th 1215, 1222 (1993). An obligation is imposed by law on all the Defendants to act fairly and in good faith in discharging their contractual responsibilities. *Vu v. Prudential Prop. & Cas. Ins. Co.*, 26 Cal. 4th 1142, 1150 (2001).

622. All the Defendants have an implied obligation of good faith and fair dealing in every contract under California Law, meaning that an obligation is imposed by law on all the Defendants to act fairly and in good faith in discharging their contractual responsibilities. *Vu v. Prudential Prop. & Cas. Ins. Co.*, 26 Cal. 4th 1142, 1150 (2001).

623. At all times herein mentioned, the Defendants passively failed to conduct a reasonable investigation to provide the Plaintiffs with revenue reports as

1 well as royalty statements even after multiple requests, as seen in **Exhibit 6**. See
2 *supra* ¶ 27–29.

3 624. All the Defendants have failed to perform their obligations under the
4 Distribution Agreement. This failure to perform constitutes a breach of the covenant
5 of good faith and fair dealing implied in the Distribution Agreement.

6 625. As a direct and proximate result of all of the Defendants’ conduct, the
7 Plaintiffs have been obligated to spend or incur liability for costs of suit, attorneys’
8 fees, and related expenses to recover the benefits due to the Plaintiffs under the
9 Distribution Agreement, in an amount to be proven at trial.

11 **SIXTY-THIRD CLAIM FOR RELIEF**

12 [Breach of the Covenant of Good Faith and Fair Dealing

13 Against all Defendants for Month #14]

14 626. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
15 through 39, inclusive, as if fully set forth herein.

16 627. At all times herein mentioned, all the Defendants were lawfully
17 obligated to act fairly and in good faith towards the Plaintiffs, ensuring that the
18 Plaintiffs received the full extent of the payments to which they were, and are,
19 entitled. All the Defendants are expected to conduct themselves in accordance with
20 the laws of the State of California, including but not limited to the California Code
21 of Regulations and Fair Claims Practices Act.

22 628. All the Defendants have passively failed, and continue to refuse, to
23 exercise good faith and fair dealing with the Plaintiffs as set forth herein and have
24 unfairly refused to provide any revenue reports or payments in the form of royalties.

25 629. The covenant of good faith and fair dealing is implied as a supplement
26 to the express contractual covenants to prevent all the Defendants from engaging in
27 conduct which would frustrate the Plaintiffs’ rights to the benefits of the Distribution
28 Agreement. *McMillin Scripps N. P’ship v. Royal Ins. Co.*, 19 Cal. App. 4th 1215,

1 1222 (1993). An obligation is imposed by law on all the Defendants to act fairly and
 2 in good faith in discharging their contractual responsibilities. *Vu v. Prudential Prop.*
 3 *& Cas. Ins. Co.*, 26 Cal. 4th 1142, 1150 (2001).

4 630. All the Defendants have an implied obligation of good faith and fair
 5 dealing in every contract under California Law, meaning that an obligation is
 6 imposed by law on all the Defendants to act fairly and in good faith in discharging
 7 their contractual responsibilities. *Vu v. Prudential Prop. & Cas. Ins. Co.*, 26 Cal. 4th
 8 1142, 1150 (2001).

9 631. At all times herein mentioned, the Defendants passively failed to
 10 conduct a reasonable investigation to provide the Plaintiffs with revenue reports as
 11 well as royalty statements even after multiple requests, as seen in **Exhibit 6**. See
 12 *supra* ¶ 27–29.

13 632. All the Defendants have failed to perform their obligations under the
 14 Distribution Agreement. This failure to perform constitutes a breach of the covenant
 15 of good faith and fair dealing implied in the Distribution Agreement.

16 633. As a direct and proximate result of all of the Defendants' conduct, the
 17 Plaintiffs have been obligated to spend or incur liability for costs of suit, attorneys'
 18 fees, and related expenses to recover the benefits due to the Plaintiffs under the
 19 Distribution Agreement, in an amount to be proven at trial.

20 21 **SIXTY-FOURTH CLAIM FOR RELIEF**

22 [Breach of the Covenant of Good Faith and Fair Dealing

23 Against all Defendants for Month #15]

24 634. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
 25 through 39, inclusive, as if fully set forth herein.

26 635. At all times herein mentioned, all the Defendants were lawfully
 27 obligated to act fairly and in good faith towards the Plaintiffs, ensuring that the
 28 Plaintiffs received the full extent of the payments to which they were, and are,

1 entitled. All the Defendants are expected to conduct themselves in accordance with
2 the laws of the State of California, including but not limited to the California Code
3 of Regulations and Fair Claims Practices Act.

4 636. All the Defendants have passively failed, and continue to refuse, to
5 exercise good faith and fair dealing with the Plaintiffs as set forth herein and have
6 unfairly refused to provide any revenue reports or payments in the form of royalties.

7 637. The covenant of good faith and fair dealing is implied as a supplement
8 to the express contractual covenants to prevent all the Defendants from engaging in
9 conduct which would frustrate the Plaintiffs' rights to the benefits of the Distribution
10 Agreement. *McMillin Scripps N. P'ship v. Royal Ins. Co.*, 19 Cal. App. 4th 1215,
11 1222 (1993). An obligation is imposed by law on all the Defendants to act fairly and
12 in good faith in discharging their contractual responsibilities. *Vu v. Prudential Prop.*
13 *& Cas. Ins. Co.*, 26 Cal. 4th 1142, 1150 (2001).

14 638. All the Defendants have an implied obligation of good faith and fair
15 dealing in every contract under California Law, meaning that an obligation is
16 imposed by law on all the Defendants to act fairly and in good faith in discharging
17 their contractual responsibilities. *Vu v. Prudential Prop. & Cas. Ins. Co.*, 26 Cal. 4th
18 1142, 1150 (2001).

19 639. At all times herein mentioned, the Defendants passively failed to
20 conduct a reasonable investigation to provide the Plaintiffs with revenue reports as
21 well as royalty statements even after multiple requests, as seen in **Exhibit 6**. See
22 *supra* ¶ 27–29.

23 640. All the Defendants have failed to perform their obligations under the
24 Distribution Agreement. This failure to perform constitutes a breach of the covenant
25 of good faith and fair dealing implied in the Distribution Agreement.

26 641. As a direct and proximate result of all of the Defendants' conduct, the
27 Plaintiffs have been obligated to spend or incur liability for costs of suit, attorneys'
28

1 fees, and related expenses to recover the benefits due to the Plaintiffs under the
2 Distribution Agreement, in an amount to be proven at trial.

3 4 **SIXTY-FIFTH CLAIM FOR RELIEF**

5 [Breach of the Covenant of Good Faith and Fair Dealing

6 Against all Defendants for Month #16]

7 642. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
8 through 39, inclusive, as if fully set forth herein.

9 643. At all times herein mentioned, all the Defendants were lawfully
10 obligated to act fairly and in good faith towards the Plaintiffs, ensuring that the
11 Plaintiffs received the full extent of the payments to which they were, and are,
12 entitled. All the Defendants are expected to conduct themselves in accordance with
13 the laws of the State of California, including but not limited to the California Code
14 of Regulations and Fair Claims Practices Act.

15 644. All the Defendants have passively failed, and continue to refuse, to
16 exercise good faith and fair dealing with the Plaintiffs as set forth herein and have
17 unfairly refused to provide any revenue reports or payments in the form of royalties.

18 645. The covenant of good faith and fair dealing is implied as a supplement
19 to the express contractual covenants to prevent all the Defendants from engaging in
20 conduct which would frustrate the Plaintiffs' rights to the benefits of the Distribution
21 Agreement. *McMillin Scripps N. P'ship v. Royal Ins. Co.*, 19 Cal. App. 4th 1215,
22 1222 (1993). An obligation is imposed by law on all the Defendants to act fairly and
23 in good faith in discharging their contractual responsibilities. *Vu v. Prudential Prop.*
24 *& Cas. Ins. Co.*, 26 Cal. 4th 1142, 1150 (2001).

25 646. All the Defendants have an implied obligation of good faith and fair
26 dealing in every contract under California Law, meaning that an obligation is
27 imposed by law on all the Defendants to act fairly and in good faith in discharging
28

1 their contractual responsibilities. *Vu v. Prudential Prop. & Cas. Ins. Co.*, 26 Cal. 4th
2 1142, 1150 (2001).

3 647. At all times herein mentioned, the Defendants passively failed to
4 conduct a reasonable investigation to provide the Plaintiffs with revenue reports as
5 well as royalty statements even after multiple requests, as seen in **Exhibit 6**. See
6 *supra* ¶ 27–29.

7 648. All the Defendants have failed to perform their obligations under the
8 Distribution Agreement. This failure to perform constitutes a breach of the covenant
9 of good faith and fair dealing implied in the Distribution Agreement.

10 649. As a direct and proximate result of all of the Defendants' conduct, the
11 Plaintiffs have been obligated to spend or incur liability for costs of suit, attorneys'
12 fees, and related expenses to recover the benefits due to the Plaintiffs under the
13 Distribution Agreement, in an amount to be proven at trial.

14 15 **SIXTY-SIXTH CLAIM FOR RELIEF**

16 [Breach of the Covenant of Good Faith and Fair Dealing

17 Against all Defendants for Month #17]

18 650. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
19 through 39, inclusive, as if fully set forth herein.

20 651. At all times herein mentioned, all the Defendants were lawfully
21 obligated to act fairly and in good faith towards the Plaintiffs, ensuring that the
22 Plaintiffs received the full extent of the payments to which they were, and are,
23 entitled. All the Defendants are expected to conduct themselves in accordance with
24 the laws of the State of California, including but not limited to the California Code
25 of Regulations and Fair Claims Practices Act.

26 652. All the Defendants have passively failed, and continue to refuse, to
27 exercise good faith and fair dealing with the Plaintiffs as set forth herein and have
28 unfairly refused to provide any revenue reports or payments in the form of royalties.

1 653. The covenant of good faith and fair dealing is implied as a supplement
2 to the express contractual covenants to prevent all the Defendants from engaging in
3 conduct which would frustrate the Plaintiffs' rights to the benefits of the Distribution
4 Agreement. *McMillin Scripps N. P'ship v. Royal Ins. Co.*, 19 Cal. App. 4th 1215,
5 1222 (1993). An obligation is imposed by law on all the Defendants to act fairly and
6 in good faith in discharging their contractual responsibilities. *Vu v. Prudential Prop.*
7 *& Cas. Ins. Co.*, 26 Cal. 4th 1142, 1150 (2001).

8 654. All the Defendants have an implied obligation of good faith and fair
9 dealing in every contract under California Law, meaning that an obligation is
10 imposed by law on all the Defendants to act fairly and in good faith in discharging
11 their contractual responsibilities. *Vu v. Prudential Prop. & Cas. Ins. Co.*, 26 Cal. 4th
12 1142, 1150 (2001).

13 655. At all times herein mentioned, the Defendants passively failed to
14 conduct a reasonable investigation to provide the Plaintiffs with revenue reports as
15 well as royalty statements even after multiple requests, as seen in **Exhibit 6**. See
16 *supra* ¶ 27–29.

17 656. All the Defendants have failed to perform their obligations under the
18 Distribution Agreement. This failure to perform constitutes a breach of the covenant
19 of good faith and fair dealing implied in the Distribution Agreement.

20 657. As a direct and proximate result of all of the Defendants' conduct, the
21 Plaintiffs have been obligated to spend or incur liability for costs of suit, attorneys'
22 fees, and related expenses to recover the benefits due to the Plaintiffs under the
23 Distribution Agreement, in an amount to be proven at trial.

24 /

25 //

26 ///

27 ///

28 ////

1
2 **SIXTY-SEVENTH CLAIM FOR RELIEF**

3 [Breach of the Covenant of Good Faith and Fair Dealing

4 Against all Defendants for Month #18]

5 658. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
6 through 39, inclusive, as if fully set forth herein.

7 659. At all times herein mentioned, all the Defendants were lawfully
8 obligated to act fairly and in good faith towards the Plaintiffs, ensuring that the
9 Plaintiffs received the full extent of the payments to which they were, and are,
10 entitled. All the Defendants are expected to conduct themselves in accordance with
11 the laws of the State of California, including but not limited to the California Code
12 of Regulations and Fair Claims Practices Act.

13 660. All the Defendants have passively failed, and continue to refuse, to
14 exercise good faith and fair dealing with the Plaintiffs as set forth herein and have
15 unfairly refused to provide any revenue reports or payments in the form of royalties.

16 661. The covenant of good faith and fair dealing is implied as a supplement
17 to the express contractual covenants to prevent all the Defendants from engaging in
18 conduct which would frustrate the Plaintiffs' rights to the benefits of the Distribution
19 Agreement. *McMillin Scripps N. P'ship v. Royal Ins. Co.*, 19 Cal. App. 4th 1215,
20 1222 (1993). An obligation is imposed by law on all the Defendants to act fairly and
21 in good faith in discharging their contractual responsibilities. *Vu v. Prudential Prop.*
22 *& Cas. Ins. Co.*, 26 Cal. 4th 1142, 1150 (2001).

23 662. All the Defendants have an implied obligation of good faith and fair
24 dealing in every contract under California Law, meaning that an obligation is
25 imposed by law on all the Defendants to act fairly and in good faith in discharging
26 their contractual responsibilities. *Vu v. Prudential Prop. & Cas. Ins. Co.*, 26 Cal. 4th
27 1142, 1150 (2001).
28

1 663. At all times herein mentioned, the Defendants passively failed to
 2 conduct a reasonable investigation to provide the Plaintiffs with revenue reports as
 3 well as royalty statements even after multiple requests, as seen in **Exhibit 6**. See
 4 *supra* ¶ 27–29.

5 664. All the Defendants have failed to perform their obligations under the
 6 Distribution Agreement. This failure to perform constitutes a breach of the covenant
 7 of good faith and fair dealing implied in the Distribution Agreement.

8 665. As a direct and proximate result of all of the Defendants’ conduct, the
 9 Plaintiffs have been obligated to spend or incur liability for costs of suit, attorneys’
 10 fees, and related expenses to recover the benefits due to the Plaintiffs under the
 11 Distribution Agreement, in an amount to be proven at trial.

12 13 **SIXTY-EIGHTH CLAIM FOR RELIEF**

14 [Breach of the Covenant of Good Faith and Fair Dealing

15 Against all Defendants for Month #19]

16 666. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
 17 through 39, inclusive, as if fully set forth herein.

18 667. At all times herein mentioned, all the Defendants were lawfully
 19 obligated to act fairly and in good faith towards the Plaintiffs, ensuring that the
 20 Plaintiffs received the full extent of the payments to which they were, and are,
 21 entitled. All the Defendants are expected to conduct themselves in accordance with
 22 the laws of the State of California, including but not limited to the California Code
 23 of Regulations and Fair Claims Practices Act.

24 668. All the Defendants have passively failed, and continue to refuse, to
 25 exercise good faith and fair dealing with the Plaintiffs as set forth herein and have
 26 unfairly refused to provide any revenue reports or payments in the form of royalties.

27 669. The covenant of good faith and fair dealing is implied as a supplement
 28 to the express contractual covenants to prevent all the Defendants from engaging in

1 conduct which would frustrate the Plaintiffs' rights to the benefits of the Distribution
 2 Agreement. *McMillin Scripps N. P'ship v. Royal Ins. Co.*, 19 Cal. App. 4th 1215,
 3 1222 (1993). An obligation is imposed by law on all the Defendants to act fairly and
 4 in good faith in discharging their contractual responsibilities. *Vu v. Prudential Prop.*
 5 *& Cas. Ins. Co.*, 26 Cal. 4th 1142, 1150 (2001).

6 670. All the Defendants have an implied obligation of good faith and fair
 7 dealing in every contract under California Law, meaning that an obligation is
 8 imposed by law on all the Defendants to act fairly and in good faith in discharging
 9 their contractual responsibilities. *Vu v. Prudential Prop. & Cas. Ins. Co.*, 26 Cal. 4th
 10 1142, 1150 (2001).

11 671. At all times herein mentioned, the Defendants passively failed to
 12 conduct a reasonable investigation to provide the Plaintiffs with revenue reports as
 13 well as royalty statements even after multiple requests, as seen in **Exhibit 6**. See
 14 *supra* ¶ 27–29.

15 672. All the Defendants have failed to perform their obligations under the
 16 Distribution Agreement. This failure to perform constitutes a breach of the covenant
 17 of good faith and fair dealing implied in the Distribution Agreement.

18 673. As a direct and proximate result of all of the Defendants' conduct, the
 19 Plaintiffs have been obligated to spend or incur liability for costs of suit, attorneys'
 20 fees, and related expenses to recover the benefits due to the Plaintiffs under the
 21 Distribution Agreement, in an amount to be proven at trial.

22 **SIXTY-NINTH CLAIM FOR RELIEF**

23 [False Designation of Origin Against all Defendants for

24 Title 1: WWO *Destruccion Total* #1]

25 (Violations of 15 U.S.C. §§ 1125(a))

26 674. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
 27 through 39, inclusive, as if fully set forth herein.
 28

1 675. Armando Espinosa is and at all relevant times has been the owner of the
2 valid copyright to all titles of WWO, copyright registration number 03-2023-
3 112910551300-01, reflecting a filing date of November 29th, 2023. See **Exhibit 3**.

4 676. WWO titles are live wrestling events produced and distributed across
5 multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO
6 titles are distinctive and well-known in the wrestling industry and among viewing
7 members of the public. Accordingly, the public will continue to associate and identify
8 the WWO titles currently being available on Pluto TV as the work product of WWO
9 owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the
10 Defendants are continuing to take a steep financial toll with no revenue reports and
11 royalty payments being made. See *supra* ¶ 27–29.

12 677. After terminating the Distribution Agreement via email on August 18th,
13 2022, and sending a subsequent email confirming that all episodes of WWO were
14 deleted on August 19th, 2022; any showcasing of WWO titles on Defendants’
15 platforms was and continues to be unauthorized, non-consensual, and a willful
16 infringement of copyright.

17 678. Without Plaintiffs’ authorization or consent, Defendants have continued
18 to display various WWO titles, without limitation, on their publicly accessible online
19 video viewing platform – Pluto TV.

20 679. Publicly displaying the 30 titles of WWO on Pluto TV’s streaming
21 service after the termination of the license agreement constitutes false designation of
22 origin of goods and services. All the Defendants are falsely representing that the 30
23 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
24 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

25 680. Such conduct of all the Defendants is likely to confuse, has actually
26 confused, has misled, is likely to mislead and deceive Plaintiffs’ viewers. WWO
27 viewers believe that the Defendants have been approved, authorized, or licensed by
28

1 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
2 1125(a).

3 681. Defendants' actions were done willfully, with full knowledge of falsity
4 of such designations of origin and false descriptions or representations, with the
5 express intent to cause confusion, and to mislead and deceive the WWO viewing
6 public.

7 682. This case qualifies as "an exceptional case" within the meaning of 15
8 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
9 deliberate, willful, and taken in bad faith with full knowledge and in conscious
10 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
11 attorneys' fees pursuant to 15 U.S.C. §1117(a).

12 683. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
13 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the defendants were
14 willful, intentional, deliberate, with malice, and in complete reckless disregard of
15 Plaintiffs' rights. Here, Title 1: WWO *Destruccion Total* #1, was continuously,
16 intentionally, and publicly displayed for 19 months after the license had expired. The
17 statutory damages that should be awarded for this title, over 19 months are
18 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

19 684. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
20 injunctive relief because the Defendants' conduct described herein above has caused,
21 and if not enjoined, will continue to cause irreparable damage to the rights of
22 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.

23 /

24 //

25 ///

26 ///

27 ////

28 ////

1 **SEVENTIETH CLAIM FOR RELIEF**

2 [False Designation of Origin Against all Defendants for

3 Title 2: WWO *Destrucion Total* #2]

4 (Violations of 15 U.S.C. §§ 1125(a))

5 685. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
6 through 39, inclusive, as if fully set forth herein.

7 686. Armando Espinosa is and at all relevant times has been the owner of the
8 valid copyright to all titles of WWO, copyright registration number 03-2023-
9 112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

10 687. WWO titles are live wrestling events produced and distributed across
11 multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO
12 titles are distinctive and well-known in the wrestling industry and among viewing
13 members of the public. Accordingly, the public will continue to associate and identify
14 the WWO titles currently being available on Pluto TV as the work product of WWO
15 owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the
16 Defendants are continuing to take a steep financial toll with no revenue reports and
17 royalty payments being made. *See supra* ¶ 27–29.

18 688. After terminating the Distribution Agreement via email on August 18th,
19 2022, and sending a subsequent email confirming that all episodes of WWO were
20 deleted on August 19th, 2022; any showcasing of WWO titles on Defendants’
21 platforms was and continues to be unauthorized, non-consensual, and a willful
22 infringement of copyright.

23 689. Without Plaintiffs’ authorization or consent, Defendants have continued
24 to display various WWO titles, without limitation, on their publicly accessible online
25 video viewing platform – Pluto TV.

26 690. Publicly displaying the 30 titles of WWO on Pluto TV’s streaming
27 service after the termination of the license agreement constitutes false designation of
28 origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 691. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 692. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 693. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 694. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 2: WWO *Destruccion Total* #2, was continuously,
21 intentionally, and publicly displayed for 19 months after the license had expired. The
22 statutory damages that should be awarded for this title, over 19 months are
23 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 695. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

1 **SEVENTY-FIRST CLAIM FOR RELIEF**

2 [False Designation of Origin Against all Defendants for

3 Title 3: WWO *The Crash*]

4 (Violations of 15 U.S.C. §§ 1125(a))

5 696. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
6 through 39, inclusive, as if fully set forth herein.

7 697. Armando Espinosa is and at all relevant times has been the owner of the
8 valid copyright to all titles of WWO, copyright registration number 03-2023-
9 112910551300-01, reflecting a filing date of November 29th, 2023. **See Exhibit 3.**

10 698. WWO titles are live wrestling events produced and distributed across
11 multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO
12 titles are distinctive and well-known in the wrestling industry and among viewing
13 members of the public. Accordingly, the public will continue to associate and identify
14 the WWO titles currently being available on Pluto TV as the work product of WWO
15 owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the
16 Defendants are continuing to take a steep financial toll with no revenue reports and
17 royalty payments being made. *See supra* ¶ 27–29.

18 699. After terminating the Distribution Agreement via email on August 18th,
19 2022, and sending a subsequent email confirming that all episodes of WWO were
20 deleted on August 19th, 2022; any showcasing of WWO titles on Defendants’
21 platforms was and continues to be unauthorized, non-consensual, and a willful
22 infringement of copyright.

23 700. Without Plaintiffs’ authorization or consent, Defendants have continued
24 to display various WWO titles, without limitation, on their publicly accessible online
25 video viewing platform – Pluto TV.

26 701. Publicly displaying the 30 titles of WWO on Pluto TV’s streaming
27 service after the termination of the license agreement constitutes false designation of
28 origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 702. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 703. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 704. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 705. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 3: WWO *The Crash*, was continuously, intentionally,
21 and publicly displayed for 19 months after the license had expired. The statutory
22 damages that should be awarded for this title, over 19 months are \$1,900,000.00
23 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 706. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

1 **SEVENTY-SECOND CLAIM FOR RELIEF**

2 [False Designation of Origin Against all Defendants for

3 Title 4: WWO *Apocalipsis*]

4 (Violations of 15 U.S.C. §§ 1125(a))

5 707. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
6 through 39, inclusive, as if fully set forth herein.

7 708. Armando Espinosa is and at all relevant times has been the owner of the
8 valid copyright to all titles of WWO, copyright registration number 03-2023-
9 112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

10 709. WWO titles are live wrestling events produced and distributed across
11 multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO
12 titles are distinctive and well-known in the wrestling industry and among viewing
13 members of the public. Accordingly, the public will continue to associate and identify
14 the WWO titles currently being available on Pluto TV as the work product of WWO
15 owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the
16 Defendants are continuing to take a steep financial toll with no revenue reports and
17 royalty payments being made. *See supra* ¶ 27–29.

18 710. After terminating the Distribution Agreement via email on August 18th,
19 2022, and sending a subsequent email confirming that all episodes of WWO were
20 deleted on August 19th, 2022; any showcasing of WWO titles on Defendants’
21 platforms was and continues to be unauthorized, non-consensual, and a willful
22 infringement of copyright.

23 711. Without Plaintiffs’ authorization or consent, Defendants have continued
24 to display various WWO titles, without limitation, on their publicly accessible online
25 video viewing platform – Pluto TV.

26 712. Publicly displaying the 30 titles of WWO on Pluto TV’s streaming
27 service after the termination of the license agreement constitutes false designation of
28 origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 713. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 714. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 715. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 716. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 4: WWO *Apocalipsis*, was continuously, intentionally,
21 and publicly displayed for 19 months after the license had expired. The statutory
22 damages that should be awarded for this title, over 19 months are \$1,900,000.00
23 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 717. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

1 **SEVENTY-THIRD CLAIM FOR RELIEF**

2 [False Designation of Origin Against all Defendants for

3 Title 5: WWO *La Gran Revancha* #1]

4 (Violations of 15 U.S.C. §§ 1125(a))

5 718. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
6 through 39, inclusive, as if fully set forth herein.

7 719. Armando Espinosa is and at all relevant times has been the owner of the
8 valid copyright to all titles of WWO, copyright registration number 03-2023-
9 112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

10 720. WWO titles are live wrestling events produced and distributed across
11 multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO
12 titles are distinctive and well-known in the wrestling industry and among viewing
13 members of the public. Accordingly, the public will continue to associate and identify
14 the WWO titles currently being available on Pluto TV as the work product of WWO
15 owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the
16 Defendants are continuing to take a steep financial toll with no revenue reports and
17 royalty payments being made. *See supra* ¶ 27–29.

18 721. After terminating the Distribution Agreement via email on August 18th,
19 2022, and sending a subsequent email confirming that all episodes of WWO were
20 deleted on August 19th, 2022; any showcasing of WWO titles on Defendants’
21 platforms was and continues to be unauthorized, non-consensual, and a willful
22 infringement of copyright.

23 722. Without Plaintiffs’ authorization or consent, Defendants have continued
24 to display various WWO titles, without limitation, on their publicly accessible online
25 video viewing platform – Pluto TV.

26 723. Publicly displaying the 30 titles of WWO on Pluto TV’s streaming
27 service after the termination of the license agreement constitutes false designation of
28 origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 724. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 725. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 726. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 727. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 5: WWO *La Gran Revancha* #1, was continuously,
21 intentionally, and publicly displayed for 19 months after the license had expired. The
22 statutory damages that should be awarded for this title, over 19 months are
23 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 728. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

1 **SEVENTY-FOURTH CLAIM FOR RELIEF**

2 [False Designation of Origin Against all Defendants for

3 Title 6: WWO *La Gran Revancha* #2]

4 (Violations of 15 U.S.C. §§ 1125(a))

5 729. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
6 through 39, inclusive, as if fully set forth herein.

7 730. Armando Espinosa is and at all relevant times has been the owner of the
8 valid copyright to all titles of WWO, copyright registration number 03-2023-
9 112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

10 731. WWO titles are live wrestling events produced and distributed across
11 multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO
12 titles are distinctive and well-known in the wrestling industry and among viewing
13 members of the public. Accordingly, the public will continue to associate and identify
14 the WWO titles currently being available on Pluto TV as the work product of WWO
15 owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the
16 Defendants are continuing to take a steep financial toll with no revenue reports and
17 royalty payments being made. *See supra* ¶ 27–29.

18 732. After terminating the Distribution Agreement via email on August 18th,
19 2022, and sending a subsequent email confirming that all episodes of WWO were
20 deleted on August 19th, 2022; any showcasing of WWO titles on Defendants’
21 platforms was and continues to be unauthorized, non-consensual, and a willful
22 infringement of copyright.

23 733. Without Plaintiffs’ authorization or consent, Defendants have continued
24 to display various WWO titles, without limitation, on their publicly accessible online
25 video viewing platform – Pluto TV.

26 734. Publicly displaying the 30 titles of WWO on Pluto TV’s streaming
27 service after the termination of the license agreement constitutes false designation of
28 origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 735. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 736. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 737. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 738. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 6: WWO *La Gran Revancha* #2, was continuously,
21 intentionally, and publicly displayed for 19 months after the license had expired. The
22 statutory damages that should be awarded for this title, over 19 months are
23 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 739. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

1 **SEVENTY-FIFTH CLAIM FOR RELIEF**

2 [False Designation of Origin Against all Defendants for

3 Title 7: WWO *Total Domination* #1]

4 (Violations of 15 U.S.C. § 1125(a))

5 740. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
6 through 39, inclusive, as if fully set forth herein.

7 741. Armando Espinosa is and at all relevant times has been the owner of the
8 valid copyright to all titles of WWO, copyright registration number 03-2023-
9 112910551300-01, reflecting a filing date of November 29th, 2023. **See Exhibit 3.**

10 742. WWO titles are live wrestling events produced and distributed across
11 multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO
12 titles are distinctive and well-known in the wrestling industry and among viewing
13 members of the public. Accordingly, the public will continue to associate and identify
14 the WWO titles currently being available on Pluto TV as the work product of WWO
15 owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the
16 Defendants are continuing to take a steep financial toll with no revenue reports and
17 royalty payments being made. *See supra* ¶ 27–29.

18 743. After terminating the Distribution Agreement via email on August 18th,
19 2022, and sending a subsequent email confirming that all episodes of WWO were
20 deleted on August 19th, 2022; any showcasing of WWO titles on Defendants’
21 platforms was and continues to be unauthorized, non-consensual, and a willful
22 infringement of copyright.

23 744. Without Plaintiffs’ authorization or consent, Defendants have continued
24 to display various WWO titles, without limitation, on their publicly accessible online
25 video viewing platform – Pluto TV.

26 745. Publicly displaying the 30 titles of WWO on Pluto TV’s streaming
27 service after the termination of the license agreement constitutes false designation of
28 origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 746. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 747. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 748. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 749. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 7: WWO *Total Domination* #1, was continuously,
21 intentionally, and publicly displayed for 19 months after the license had expired. The
22 statutory damages that should be awarded for this title, over 19 months are
23 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 750. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

1 **SEVENTY-SIXTH CLAIM FOR RELIEF**

2 [False Designation of Origin Against all Defendants for

3 Title 8: WWO *Total Domination* #2]

4 (Violations of 15 U.S.C. §§ 1125(a))

5 751. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
6 through 39, inclusive, as if fully set forth herein.

7 752. Armando Espinosa is and at all relevant times has been the owner of the
8 valid copyright to all titles of WWO, copyright registration number 03-2023-
9 112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

10 753. WWO titles are live wrestling events produced and distributed across
11 multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO
12 titles are distinctive and well-known in the wrestling industry and among viewing
13 members of the public. Accordingly, the public will continue to associate and identify
14 the WWO titles currently being available on Pluto TV as the work product of WWO
15 owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the
16 Defendants are continuing to take a steep financial toll with no revenue reports and
17 royalty payments being made. *See supra* ¶ 27–29.

18 754. After terminating the Distribution Agreement via email on August 18th,
19 2022, and sending a subsequent email confirming that all episodes of WWO were
20 deleted on August 19th, 2022; any showcasing of WWO titles on Defendants’
21 platforms was and continues to be unauthorized, non-consensual, and a willful
22 infringement of copyright.

23 755. Without Plaintiffs’ authorization or consent, Defendants have continued
24 to display various WWO titles, without limitation, on their publicly accessible online
25 video viewing platform – Pluto TV.

26 756. Publicly displaying the 30 titles of WWO on Pluto TV’s streaming
27 service after the termination of the license agreement constitutes false designation of
28 origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 757. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 758. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 759. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 760. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 8: WWO *Total Domination* #2, was continuously,
21 intentionally, and publicly displayed for 19 months after the license had expired. The
22 statutory damages that should be awarded for this title, over 19 months are
23 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 761. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

1 **SEVENTY-SEVENTH CLAIM FOR RELIEF**

2 [False Designation of Origin Against all Defendants for

3 Title 9: WWO *La Cuenta Final*]

4 (Violations of 15 U.S.C. §§ 1125(a))

5 762. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
6 through 39, inclusive, as if fully set forth herein.

7 763. Armando Espinosa is and at all relevant times has been the owner of the
8 valid copyright to all titles of WWO, copyright registration number 03-2023-
9 112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

10 764. WWO titles are live wrestling events produced and distributed across
11 multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO
12 titles are distinctive and well-known in the wrestling industry and among viewing
13 members of the public. Accordingly, the public will continue to associate and identify
14 the WWO titles currently being available on Pluto TV as the work product of WWO
15 owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the
16 Defendants are continuing to take a steep financial toll with no revenue reports and
17 royalty payments being made. *See supra* ¶ 27–29.

18 765. After terminating the Distribution Agreement via email on August 18th,
19 2022, and sending a subsequent email confirming that all episodes of WWO were
20 deleted on August 19th, 2022; any showcasing of WWO titles on Defendants’
21 platforms was and continues to be unauthorized, non-consensual, and a willful
22 infringement of copyright.

23 766. Without Plaintiffs’ authorization or consent, Defendants have continued
24 to display various WWO titles, without limitation, on their publicly accessible online
25 video viewing platform – Pluto TV.

26 767. Publicly displaying the 30 titles of WWO on Pluto TV’s streaming
27 service after the termination of the license agreement constitutes false designation of
28 origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 768. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 769. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 770. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 771. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 9: WWO *La Cuenta Final*, was continuously,
21 intentionally, and publicly displayed for 19 months after the license had expired. The
22 statutory damages that should be awarded for this title, over 19 months are
23 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 772. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

1 **SEVENTY-EIGHTH CLAIM FOR RELIEF**

2 [False Designation of Origin Against all Defendants for

3 Title 10: WWO *Tijuana En Fuego*]

4 (Violations of 15 U.S.C. §§ 1125(a))

5 773. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
6 through 39, inclusive, as if fully set forth herein.

7 774. Armando Espinosa is and at all relevant times has been the owner of the
8 valid copyright to all titles of WWO, copyright registration number 03-2023-
9 112910551300-01, reflecting a filing date of November 29th, 2023. **See Exhibit 3.**

10 775. WWO titles are live wrestling events produced and distributed across
11 multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO
12 titles are distinctive and well-known in the wrestling industry and among viewing
13 members of the public. Accordingly, the public will continue to associate and identify
14 the WWO titles currently being available on Pluto TV as the work product of WWO
15 owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the
16 Defendants are continuing to take a steep financial toll with no revenue reports and
17 royalty payments being made. *See supra* ¶ 27–29.

18 776. After terminating the Distribution Agreement via email on August 18th,
19 2022, and sending a subsequent email confirming that all episodes of WWO were
20 deleted on August 19th, 2022; any showcasing of WWO titles on Defendants’
21 platforms was and continues to be unauthorized, non-consensual, and a willful
22 infringement of copyright.

23 777. Without Plaintiffs’ authorization or consent, Defendants have continued
24 to display various WWO titles, without limitation, on their publicly accessible online
25 video viewing platform – Pluto TV.

26 778. Publicly displaying the 30 titles of WWO on Pluto TV’s streaming
27 service after the termination of the license agreement constitutes false designation of
28 origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 779. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 780. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 781. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 782. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 10: WWO *Tijuana En Fuego*, was continuously,
21 intentionally, and publicly displayed for 19 months after the license had expired. The
22 statutory damages that should be awarded for this title, over 19 months are
23 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 783. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

1 **SEVENTY-NINTH CLAIM FOR RELIEF**

2 [False Designation of Origin Against all Defendants for

3 Title 11: WWO *Misterio Mayhem*]

4 (Violations of 15 U.S.C. §§ 1125(a))

5 784. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
6 through 39, inclusive, as if fully set forth herein.

7 785. Armando Espinosa is and at all relevant times has been the owner of the
8 valid copyright to all titles of WWO, copyright registration number 03-2023-
9 112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

10 786. WWO titles are live wrestling events produced and distributed across
11 multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO
12 titles are distinctive and well-known in the wrestling industry and among viewing
13 members of the public. Accordingly, the public will continue to associate and identify
14 the WWO titles currently being available on Pluto TV as the work product of WWO
15 owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the
16 Defendants are continuing to take a steep financial toll with no revenue reports and
17 royalty payments being made. *See supra* ¶ 27–29.

18 787. After terminating the Distribution Agreement via email on August 18th,
19 2022, and sending a subsequent email confirming that all episodes of WWO were
20 deleted on August 19th, 2022; any showcasing of WWO titles on Defendants’
21 platforms was and continues to be unauthorized, non-consensual, and a willful
22 infringement of copyright.

23 788. Without Plaintiffs’ authorization or consent, Defendants have continued
24 to display various WWO titles, without limitation, on their publicly accessible online
25 video viewing platform – Pluto TV.

26 789. Publicly displaying the 30 titles of WWO on Pluto TV’s streaming
27 service after the termination of the license agreement constitutes false designation of
28 origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 790. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 791. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 792. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 793. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 11: WWO *Misterio Mayhem*, was continuously,
21 intentionally, and publicly displayed for 19 months after the license had expired. The
22 statutory damages that should be awarded for this title, over 19 months are
23 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 794. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

EIGHTIETH CLAIM FOR RELIEF

[False Designation of Origin Against all Defendants for

Title 12: WWO *Tag Team Tournament*]

(Violations of 15 U.S.C. §§ 1125(a))

795. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 39, inclusive, as if fully set forth herein.

796. Armando Espinosa is and at all relevant times has been the owner of the valid copyright to all titles of WWO, copyright registration number 03-2023-112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

797. WWO titles are live wrestling events produced and distributed across multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO titles are distinctive and well-known in the wrestling industry and among viewing members of the public. Accordingly, the public will continue to associate and identify the WWO titles currently being available on Pluto TV as the work product of WWO owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the Defendants are continuing to take a steep financial toll with no revenue reports and royalty payments being made. *See supra* ¶ 27–29.

798. After terminating the Distribution Agreement via email on August 18th, 2022, and sending a subsequent email confirming that all episodes of WWO were deleted on August 19th, 2022; any showcasing of WWO titles on Defendants' platforms was and continues to be unauthorized, non-consensual, and a willful infringement of copyright.

799. Without Plaintiffs' authorization or consent, Defendants have continued to display various WWO titles, without limitation, on their publicly accessible online video viewing platform – Pluto TV.

800. Publicly displaying the 30 titles of WWO on Pluto TV's streaming service after the termination of the license agreement constitutes false designation of origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 801. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 802. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 803. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 804. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 12: WWO *Tag Team Tournament*, was continuously,
21 intentionally, and publicly displayed for 19 months after the license had expired. The
22 statutory damages that should be awarded for this title, over 19 months are
23 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 805. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

EIGHTY-FIRST CLAIM FOR RELIEF

[False Designation of Origin Against all Defendants for

Title 13: WWO *Tijuana Nights* #1]

(Violations of 15 U.S.C. §§ 1125(a))

806. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 39, inclusive, as if fully set forth herein.

807. Armando Espinosa is and at all relevant times has been the owner of the valid copyright to all titles of WWO, copyright registration number 03-2023-112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

808. WWO titles are live wrestling events produced and distributed across multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO titles are distinctive and well-known in the wrestling industry and among viewing members of the public. Accordingly, the public will continue to associate and identify the WWO titles currently being available on Pluto TV as the work product of WWO owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the Defendants are continuing to take a steep financial toll with no revenue reports and royalty payments being made. *See supra* ¶ 27–29.

809. After terminating the Distribution Agreement via email on August 18th, 2022, and sending a subsequent email confirming that all episodes of WWO were deleted on August 19th, 2022; any showcasing of WWO titles on Defendants' platforms was and continues to be unauthorized, non-consensual, and a willful infringement of copyright.

810. Without Plaintiffs' authorization or consent, Defendants have continued to display various WWO titles, without limitation, on their publicly accessible online video viewing platform – Pluto TV.

811. Publicly displaying the 30 titles of WWO on Pluto TV's streaming service after the termination of the license agreement constitutes false designation of origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 812. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 813. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 814. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 815. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 13: WWO *Tijuana Nights* #1, was continuously,
21 intentionally, and publicly displayed for 19 months after the license had expired. The
22 statutory damages that should be awarded for this title, over 19 months are
23 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 816. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

1 **EIGHTY-SECOND CLAIM FOR RELIEF**

2 [False Designation of Origin Against all Defendants for

3 Title 14: WWO *Tijuana Nights* #2]

4 (Violations of 15 U.S.C. §§ 1125(a))

5 817. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
6 through 39, inclusive, as if fully set forth herein.

7 818. Armando Espinosa is and at all relevant times has been the owner of the
8 valid copyright to all titles of WWO, copyright registration number 03-2023-
9 112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

10 819. WWO titles are live wrestling events produced and distributed across
11 multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO
12 titles are distinctive and well-known in the wrestling industry and among viewing
13 members of the public. Accordingly, the public will continue to associate and identify
14 the WWO titles currently being available on Pluto TV as the work product of WWO
15 owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the
16 Defendants are continuing to take a steep financial toll with no revenue reports and
17 royalty payments being made. *See supra* ¶ 27–29.

18 820. After terminating the Distribution Agreement via email on August 18th,
19 2022, and sending a subsequent email confirming that all episodes of WWO were
20 deleted on August 19th, 2022; any showcasing of WWO titles on Defendants’
21 platforms was and continues to be unauthorized, non-consensual, and a willful
22 infringement of copyright.

23 821. Without Plaintiffs’ authorization or consent, Defendants have continued
24 to display various WWO titles, without limitation, on their publicly accessible online
25 video viewing platform – Pluto TV.

26 822. Publicly displaying the 30 titles of WWO on Pluto TV’s streaming
27 service after the termination of the license agreement constitutes false designation of
28 origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 823. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 824. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 825. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 826. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 14: WWO *Tijuana Nights* #2, was continuously,
21 intentionally, and publicly displayed for 19 months after the license had expired. The
22 statutory damages that should be awarded for this title, over 19 months are
23 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 827. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

EIGHTY-THIRD CLAIM FOR RELIEF

[False Designation of Origin Against all Defendants for

Title 15: WWO *Tijuana Nights* #3]

(Violations of 15 U.S.C. §§ 1125(a))

828. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 39, inclusive, as if fully set forth herein.

829. Armando Espinosa is and at all relevant times has been the owner of the valid copyright to all titles of WWO, copyright registration number 03-2023-112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

830. WWO titles are live wrestling events produced and distributed across multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO titles are distinctive and well-known in the wrestling industry and among viewing members of the public. Accordingly, the public will continue to associate and identify the WWO titles currently being available on Pluto TV as the work product of WWO owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the Defendants are continuing to take a steep financial toll with no revenue reports and royalty payments being made. *See supra* ¶ 27–29.

831. After terminating the Distribution Agreement via email on August 18th, 2022, and sending a subsequent email confirming that all episodes of WWO were deleted on August 19th, 2022; any showcasing of WWO titles on Defendants' platforms was and continues to be unauthorized, non-consensual, and a willful infringement of copyright.

832. Without Plaintiffs' authorization or consent, Defendants have continued to display various WWO titles, without limitation, on their publicly accessible online video viewing platform – Pluto TV.

833. Publicly displaying the 30 titles of WWO on Pluto TV's streaming service after the termination of the license agreement constitutes false designation of origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 834. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 835. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 836. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 837. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 15: WWO *Tijuana Nights* #3, was continuously,
21 intentionally, and publicly displayed for 19 months after the license had expired. The
22 statutory damages that should be awarded for this title, over 19 months are
23 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 838. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

EIGHTY-FOURTH CLAIM FOR RELIEF

[False Designation of Origin Against all Defendants for

Title 16: WWO *Tijuana Nights* #4]

(Violations of 15 U.S.C. §§ 1125(a))

839. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 39, inclusive, as if fully set forth herein.

840. Armando Espinosa is and at all relevant times has been the owner of the valid copyright to all titles of WWO, copyright registration number 03-2023-112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

841. WWO titles are live wrestling events produced and distributed across multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO titles are distinctive and well-known in the wrestling industry and among viewing members of the public. Accordingly, the public will continue to associate and identify the WWO titles currently being available on Pluto TV as the work product of WWO owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the Defendants are continuing to take a steep financial toll with no revenue reports and royalty payments being made. *See supra* ¶ 27–29.

842. After terminating the Distribution Agreement via email on August 18th, 2022, and sending a subsequent email confirming that all episodes of WWO were deleted on August 19th, 2022; any showcasing of WWO titles on Defendants' platforms was and continues to be unauthorized, non-consensual, and a willful infringement of copyright.

843. Without Plaintiffs' authorization or consent, Defendants have continued to display various WWO titles, without limitation, on their publicly accessible online video viewing platform – Pluto TV.

844. Publicly displaying the 30 titles of WWO on Pluto TV's streaming service after the termination of the license agreement constitutes false designation of origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 845. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 846. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 847. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 848. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 16: WWO *Tijuana Nights* #4, was continuously,
21 intentionally, and publicly displayed for 19 months after the license had expired. The
22 statutory damages that should be awarded for this title, over 19 months are
23 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 849. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

EIGHTY-FIFTH CLAIM FOR RELIEF

[False Designation of Origin Against all Defendants for

Title 17: WWO *Tijuana Nights* #5]

(Violations of 15 U.S.C. §§ 1125(a))

850. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 39, inclusive, as if fully set forth herein.

851. Armando Espinosa is and at all relevant times has been the owner of the valid copyright to all titles of WWO, copyright registration number 03-2023-112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

852. WWO titles are live wrestling events produced and distributed across multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO titles are distinctive and well-known in the wrestling industry and among viewing members of the public. Accordingly, the public will continue to associate and identify the WWO titles currently being available on Pluto TV as the work product of WWO owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the Defendants are continuing to take a steep financial toll with no revenue reports and royalty payments being made. *See supra* ¶ 27–29.

853. After terminating the Distribution Agreement via email on August 18th, 2022, and sending a subsequent email confirming that all episodes of WWO were deleted on August 19th, 2022; any showcasing of WWO titles on Defendants' platforms was and continues to be unauthorized, non-consensual, and a willful infringement of copyright.

854. Without Plaintiffs' authorization or consent, Defendants have continued to display various WWO titles, without limitation, on their publicly accessible online video viewing platform – Pluto TV.

855. Publicly displaying the 30 titles of WWO on Pluto TV's streaming service after the termination of the license agreement constitutes false designation of origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 856. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 857. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 858. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 859. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 17: WWO *Tijuana Nights* #5, was continuously,
21 intentionally, and publicly displayed for 19 months after the license had expired. The
22 statutory damages that should be awarded for this title, over 19 months are
23 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 860. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

EIGHTY-SIXTH CLAIM FOR RELIEF

[False Designation of Origin Against all Defendants for

Title 18: WWO *Tijuana Nights* #6]

(Violations of 15 U.S.C. §§ 1125(a))

861. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 39, inclusive, as if fully set forth herein.

862. Armando Espinosa is and at all relevant times has been the owner of the valid copyright to all titles of WWO, copyright registration number 03-2023-112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

863. WWO titles are live wrestling events produced and distributed across multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO titles are distinctive and well-known in the wrestling industry and among viewing members of the public. Accordingly, the public will continue to associate and identify the WWO titles currently being available on Pluto TV as the work product of WWO owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the Defendants are continuing to take a steep financial toll with no revenue reports and royalty payments being made. *See supra* ¶ 27–29.

864. After terminating the Distribution Agreement via email on August 18th, 2022, and sending a subsequent email confirming that all episodes of WWO were deleted on August 19th, 2022; any showcasing of WWO titles on Defendants' platforms was and continues to be unauthorized, non-consensual, and a willful infringement of copyright.

865. Without Plaintiffs' authorization or consent, Defendants have continued to display various WWO titles, without limitation, on their publicly accessible online video viewing platform – Pluto TV.

866. Publicly displaying the 30 titles of WWO on Pluto TV's streaming service after the termination of the license agreement constitutes false designation of origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 867. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 868. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 869. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 870. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the Defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 18: WWO *Tijuana Nights* #6, was continuously,
21 intentionally, and publicly displayed for 19 months after the license had expired. The
22 statutory damages that should be awarded for this title, over 19 months are
23 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 871. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

EIGHTY-SEVENTH CLAIM FOR RELIEF

[False Designation of Origin Against all Defendants for

Title 19: WWO *Tijuana Nights* #7]

(Violations of 15 U.S.C. §§ 1125(a))

872. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 39, inclusive, as if fully set forth herein.

873. Armando Espinosa is and at all relevant times has been the owner of the valid copyright to all titles of WWO, copyright registration number 03-2023-112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

874. WWO titles are live wrestling events produced and distributed across multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO titles are distinctive and well-known in the wrestling industry and among viewing members of the public. Accordingly, the public will continue to associate and identify the WWO titles currently being available on Pluto TV as the work product of WWO owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the Defendants are continuing to take a steep financial toll with no revenue reports and royalty payments being made. *See supra* ¶ 27–29.

875. After terminating the Distribution Agreement via email on August 18th, 2022, and sending a subsequent email confirming that all episodes of WWO were deleted on August 19th, 2022; any showcasing of WWO titles on Defendants' platforms was and continues to be unauthorized, non-consensual, and a willful infringement of copyright.

876. Without Plaintiffs' authorization or consent, Defendants have continued to display various WWO titles, without limitation, on their publicly accessible online video viewing platform – Pluto TV.

877. Publicly displaying the 30 titles of WWO on Pluto TV's streaming service after the termination of the license agreement constitutes false designation of origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 878. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 879. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 880. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 881. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the Defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 19: WWO *Tijuana Nights* #7, was continuously,
21 intentionally, and publicly displayed for 19 months after the license had expired. The
22 statutory damages that should be awarded for this title, over 19 months are
23 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 882. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

1 **EIGHTY-EIGHTH CLAIM FOR RELIEF**

2 [False Designation of Origin Against all Defendants for

3 Title 20: WWO *Tijuana Nights* #8]

4 (Violations of 15 U.S.C. §§ 1125(a))

5 883. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
6 through 39, inclusive, as if fully set forth herein.

7 884. Armando Espinosa is and at all relevant times has been the owner of the
8 valid copyright to all titles of WWO, copyright registration number 03-2023-
9 112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

10 885. WWO titles are live wrestling events produced and distributed across
11 multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO
12 titles are distinctive and well-known in the wrestling industry and among viewing
13 members of the public. Accordingly, the public will continue to associate and identify
14 the WWO titles currently being available on Pluto TV as the work product of WWO
15 owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the
16 Defendants are continuing to take a steep financial toll with no revenue reports and
17 royalty payments being made. *See supra* ¶ 27–29.

18 886. After terminating the Distribution Agreement via email on August 18th,
19 2022, and sending a subsequent email confirming that all episodes of WWO were
20 deleted on August 19th, 2022; any showcasing of WWO titles on Defendants’
21 platforms was and continues to be unauthorized, non-consensual, and a willful
22 infringement of copyright.

23 887. Without Plaintiffs’ authorization or consent, Defendants have continued
24 to display various WWO titles, without limitation, on their publicly accessible online
25 video viewing platform – Pluto TV.

26 888. Publicly displaying the 30 titles of WWO on Pluto TV’s streaming
27 service after the termination of the license agreement constitutes false designation of
28 origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 889. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 890. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 891. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 892. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the Defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 20: WWO *Tijuana Nights* #8, was continuously,
21 intentionally, and publicly displayed for 19 months after the license had expired. The
22 statutory damages that should be awarded for this title, over 19 months are
23 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 893. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

EIGHTY-NINTH CLAIM FOR RELIEF

[False Designation of Origin Against all Defendants for

Title 21: WWO *Tijuana Nights* #9]

(Violations of 15 U.S.C. §§ 1125(a))

894. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 39, inclusive, as if fully set forth herein.

895. Armando Espinosa is and at all relevant times has been the owner of the valid copyright to all titles of WWO, copyright registration number 03-2023-112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

896. WWO titles are live wrestling events produced and distributed across multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO titles are distinctive and well-known in the wrestling industry and among viewing members of the public. Accordingly, the public will continue to associate and identify the WWO titles currently being available on Pluto TV as the work product of WWO owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the Defendants are continuing to take a steep financial toll with no revenue reports and royalty payments being made. *See supra* ¶ 27–29.

897. After terminating the Distribution Agreement via email on August 18th, 2022, and sending a subsequent email confirming that all episodes of WWO were deleted on August 19th, 2022; any showcasing of WWO titles on Defendants' platforms was and continues to be unauthorized, non-consensual, and a willful infringement of copyright.

898. Without Plaintiffs' authorization or consent, Defendants have continued to display various WWO titles, without limitation, on their publicly accessible online video viewing platform – Pluto TV.

899. Publicly displaying the 30 titles of WWO on Pluto TV's streaming service after the termination of the license agreement constitutes false designation of origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 900. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 901. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 902. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 903. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the Defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 21: WWO *Tijuana Nights* #9, was continuously,
21 intentionally, and publicly displayed for 19 months after the license had expired. The
22 statutory damages that should be awarded for this title, over 19 months are
23 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 904. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

1 **NINETIETH CLAIM FOR RELIEF**

2 [False Designation of Origin Against all Defendants for

3 Title 22: WWO *Tijuana Nights* #10]

4 (Violations of 15 U.S.C. §§ 1125(a))

5 905. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
6 through 39, inclusive, as if fully set forth herein.

7 906. Armando Espinosa is and at all relevant times has been the owner of the
8 valid copyright to all titles of WWO, copyright registration number 03-2023-
9 112910551300-01, reflecting a filing date of November 29th, 2023. **See Exhibit 3.**

10 907. WWO titles are live wrestling events produced and distributed across
11 multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO
12 titles are distinctive and well-known in the wrestling industry and among viewing
13 members of the public. Accordingly, the public will continue to associate and identify
14 the WWO titles currently being available on Pluto TV as the work product of WWO
15 owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the
16 Defendants are continuing to take a steep financial toll with no revenue reports and
17 royalty payments being made. *See supra* ¶ 27–29.

18 908. After terminating the Distribution Agreement via email on August 18th,
19 2022, and sending a subsequent email confirming that all episodes of WWO were
20 deleted on August 19th, 2022; any showcasing of WWO titles on Defendants’
21 platforms was and continues to be unauthorized, non-consensual, and a willful
22 infringement of copyright.

23 909. Without Plaintiffs’ authorization or consent, Defendants have continued
24 to display various WWO titles, without limitation, on their publicly accessible online
25 video viewing platform – Pluto TV.

26 910. Publicly displaying the 30 titles of WWO on Pluto TV’s streaming
27 service after the termination of the license agreement constitutes false designation of
28 origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 911. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 912. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 913. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 914. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the Defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 22: WWO *Tijuana Nights* #10, was continuously,
21 intentionally, and publicly displayed for 19 months after the license had expired. The
22 statutory damages that should be awarded for this title, over 19 months are
23 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 915. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

1 **NINETY-FIRST CLAIM FOR RELIEF**

2 [False Designation of Origin Against all Defendants for

3 Title 23: WWO *Tijuana Nights* #11]

4 (Violations of 15 U.S.C. §§ 1125(a))

5 916. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
6 through 39, inclusive, as if fully set forth herein.

7 917. Armando Espinosa is and at all relevant times has been the owner of the
8 valid copyright to all titles of WWO, copyright registration number 03-2023-
9 112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

10 918. WWO titles are live wrestling events produced and distributed across
11 multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO
12 titles are distinctive and well-known in the wrestling industry and among viewing
13 members of the public. Accordingly, the public will continue to associate and identify
14 the WWO titles currently being available on Pluto TV as the work product of WWO
15 owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the
16 Defendants are continuing to take a steep financial toll with no revenue reports and
17 royalty payments being made. *See supra* ¶ 27–29.

18 919. After terminating the Distribution Agreement via email on August 18th,
19 2022, and sending a subsequent email confirming that all episodes of WWO were
20 deleted on August 19th, 2022; any showcasing of WWO titles on Defendants’
21 platforms was and continues to be unauthorized, non-consensual, and a willful
22 infringement of copyright.

23 920. Without Plaintiffs’ authorization or consent, Defendants have continued
24 to display various WWO titles, without limitation, on their publicly accessible online
25 video viewing platform – Pluto TV.

26 921. Publicly displaying the 30 titles of WWO on Pluto TV’s streaming
27 service after the termination of the license agreement constitutes false designation of
28 origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 922. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 923. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 924. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 925. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the Defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 23: WWO *Tijuana Nights* #11, was continuously,
21 intentionally, and publicly displayed for 19 months after the license had expired. The
22 statutory damages that should be awarded for this title, over 19 months are
23 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 926. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

1 **NINETY-SECOND CLAIM FOR RELIEF**

2 [False Designation of Origin Against all Defendants for

3 Title 24: WWO *Tijuana Nights* #12]

4 (Violations of 15 U.S.C. §§ 1125(a))

5 927. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
6 through 39, inclusive, as if fully set forth herein.

7 928. Armando Espinosa is and at all relevant times has been the owner of the
8 valid copyright to all titles of WWO, copyright registration number 03-2023-
9 112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

10 929. WWO titles are live wrestling events produced and distributed across
11 multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO
12 titles are distinctive and well-known in the wrestling industry and among viewing
13 members of the public. Accordingly, the public will continue to associate and identify
14 the WWO titles currently being available on Pluto TV as the work product of WWO
15 owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the
16 Defendants are continuing to take a steep financial toll with no revenue reports and
17 royalty payments being made. *See supra* ¶ 27–29.

18 930. After terminating the Distribution Agreement via email on August 18th,
19 2022, and sending a subsequent email confirming that all episodes of WWO were
20 deleted on August 19th, 2022; any showcasing of WWO titles on Defendants’
21 platforms was and continues to be unauthorized, non-consensual, and a willful
22 infringement of copyright.

23 931. Without Plaintiffs’ authorization or consent, Defendants have continued
24 to display various WWO titles, without limitation, on their publicly accessible online
25 video viewing platform – Pluto TV.

26 932. Publicly displaying the 30 titles of WWO on Pluto TV’s streaming
27 service after the termination of the license agreement constitutes false designation of
28 origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 933. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 934. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 935. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 936. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 24: WWO *Tijuana Nights* #12, was continuously,
21 intentionally, and publicly displayed for 19 months after the license had expired. The
22 statutory damages that should be awarded for this title, over 19 months are
23 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 937. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

NINETY-THIRD CLAIM FOR RELIEF

[False Designation of Origin Against all Defendants for

Title 25: WWO *Tijuana Nights* #13]

(Violations of 15 U.S.C. §§ 1125(a))

938. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 39, inclusive, as if fully set forth herein.

939. Armando Espinosa is and at all relevant times has been the owner of the valid copyright to all titles of WWO, copyright registration number 03-2023-112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

940. WWO titles are live wrestling events produced and distributed across multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO titles are distinctive and well-known in the wrestling industry and among viewing members of the public. Accordingly, the public will continue to associate and identify the WWO titles currently being available on Pluto TV as the work product of WWO owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the Defendants are continuing to take a steep financial toll with no revenue reports and royalty payments being made. *See supra* ¶ 27–29.

941. After terminating the Distribution Agreement via email on August 18th, 2022, and sending a subsequent email confirming that all episodes of WWO were deleted on August 19th, 2022; any showcasing of WWO titles on Defendants’ platforms was and continues to be unauthorized, non-consensual, and a willful infringement of copyright.

942. Without Plaintiffs’ authorization or consent, Defendants have continued to display various WWO titles, without limitation, on their publicly accessible online video viewing platform – Pluto TV.

943. Publicly displaying the 30 titles of WWO on Pluto TV’s streaming service after the termination of the license agreement constitutes false designation of origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 944. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 945. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 946. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 947. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the Defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 25: WWO *Tijuana Nights* #13, was continuously,
21 intentionally, and publicly displayed for 19 months after the license had expired. The
22 statutory damages that should be awarded for this title, over 19 months are
23 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 948. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

1 **NINETY-FOURTH CLAIM FOR RELIEF**

2 [False Designation of Origin Against all Defendants for

3 Title 26: WWO *Tijuana Nights* #14]

4 (Violations of 15 U.S.C. §§ 1125(a))

5 949. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
6 through 39, inclusive, as if fully set forth herein.

7 950. Armando Espinosa is and at all relevant times has been the owner of the
8 valid copyright to all titles of WWO, copyright registration number 03-2023-
9 112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

10 951. WWO titles are live wrestling events produced and distributed across
11 multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO
12 titles are distinctive and well-known in the wrestling industry and among viewing
13 members of the public. Accordingly, the public will continue to associate and identify
14 the WWO titles currently being available on Pluto TV as the work product of WWO
15 owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the
16 Defendants are continuing to take a steep financial toll with no revenue reports and
17 royalty payments being made. *See supra* ¶ 27–29.

18 952. After terminating the Distribution Agreement via email on August 18th,
19 2022, and sending a subsequent email confirming that all episodes of WWO were
20 deleted on August 19th, 2022; any showcasing of WWO titles on Defendants’
21 platforms was and continues to be unauthorized, non-consensual, and a willful
22 infringement of copyright.

23 953. Without Plaintiffs’ authorization or consent, Defendants have continued
24 to display various WWO titles, without limitation, on their publicly accessible online
25 video viewing platform – Pluto TV.

26 954. Publicly displaying the 30 titles of WWO on Pluto TV’s streaming
27 service after the termination of the license agreement constitutes false designation of
28 origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 955. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 956. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 957. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 958. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the Defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 26: WWO *Tijuana Nights* #14, was continuously,
21 intentionally, and publicly displayed for 19 months after the license had expired. The
22 statutory damages that should be awarded for this title, over 19 months are
23 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 959. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

NINETY-FIFTH CLAIM FOR RELIEF

[False Designation of Origin Against all Defendants for

Title 27: WWO *Tijuana Nights* #15]

(Violations of 15 U.S.C. §§ 1125(a))

960. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 39, inclusive, as if fully set forth herein.

961. Armando Espinosa is and at all relevant times has been the owner of the valid copyright to all titles of WWO, copyright registration number 03-2023-112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

962. WWO titles are live wrestling events produced and distributed across multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO titles are distinctive and well-known in the wrestling industry and among viewing members of the public. Accordingly, the public will continue to associate and identify the WWO titles currently being available on Pluto TV as the work product of WWO owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the Defendants are continuing to take a steep financial toll with no revenue reports and royalty payments being made. *See supra* ¶ 27–29.

963. After terminating the Distribution Agreement via email on August 18th, 2022, and sending a subsequent email confirming that all episodes of WWO were deleted on August 19th, 2022; any showcasing of WWO titles on Defendants' platforms was and continues to be unauthorized, non-consensual, and a willful infringement of copyright.

964. Without Plaintiffs' authorization or consent, Defendants have continued to display various WWO titles, without limitation, on their publicly accessible online video viewing platform – Pluto TV.

965. Publicly displaying the 30 titles of WWO on Pluto TV's streaming service after the termination of the license agreement constitutes false designation of origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 966. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 967. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 968. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 969. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the Defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 27: WWO *Tijuana Nights* #15, was continuously,
21 intentionally, and publicly displayed for 19 months after the license had expired. The
22 statutory damages that should be awarded for this title, over 19 months are
23 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 970. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

NINETY-SIXTH CLAIM FOR RELIEF

[False Designation of Origin Against all Defendants for

Title 28: WWO *Tijuana Nights* #16]

(Violations of 15 U.S.C. §§ 1125(a))

971. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 39, inclusive, as if fully set forth herein.

972. Armando Espinosa is and at all relevant times has been the owner of the valid copyright to all titles of WWO, copyright registration number 03-2023-112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

973. WWO titles are live wrestling events produced and distributed across multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO titles are distinctive and well-known in the wrestling industry and among viewing members of the public. Accordingly, the public will continue to associate and identify the WWO titles currently being available on Pluto TV as the work product of WWO owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the Defendants are continuing to take a steep financial toll with no revenue reports and royalty payments being made. *See supra* ¶ 27–29.

974. After terminating the Distribution Agreement via email on August 18th, 2022, and sending a subsequent email confirming that all episodes of WWO were deleted on August 19th, 2022; any showcasing of WWO titles on Defendants' platforms was and continues to be unauthorized, non-consensual, and a willful infringement of copyright.

975. Without Plaintiffs' authorization or consent, Defendants have continued to display various WWO titles, without limitation, on their publicly accessible online video viewing platform – Pluto TV.

976. Publicly displaying the 30 titles of WWO on Pluto TV's streaming service after the termination of the license agreement constitutes false designation of origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 977. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 978. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 979. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 980. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the Defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 28: WWO *Tijuana Nights* #16, was continuously,
21 intentionally, and publicly displayed for 19 months after the license had expired. The
22 statutory damages that should be awarded for this title, over 19 months are
23 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 981. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

1 **NINETY-SEVENTH CLAIM FOR RELIEF**

2 [False Designation of Origin Against all Defendants for

3 Title 29: WWO *Tijuana Nights* #17]

4 (Violations of 15 U.S.C. §§ 1125(a))

5 982. Plaintiffs reallege and incorporate herein by reference Paragraphs 1
6 through 39, inclusive, as if fully set forth herein.

7 983. Armando Espinosa is and at all relevant times has been the owner of the
8 valid copyright to all titles of WWO, copyright registration number 03-2023-
9 112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

10 984. WWO titles are live wrestling events produced and distributed across
11 multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO
12 titles are distinctive and well-known in the wrestling industry and among viewing
13 members of the public. Accordingly, the public will continue to associate and identify
14 the WWO titles currently being available on Pluto TV as the work product of WWO
15 owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the
16 Defendants are continuing to take a steep financial toll with no revenue reports and
17 royalty payments being made. *See supra* ¶ 27–29.

18 985. After terminating the Distribution Agreement via email on August 18th,
19 2022, and sending a subsequent email confirming that all episodes of WWO were
20 deleted on August 19th, 2022; any showcasing of WWO titles on Defendants’
21 platforms was and continues to be unauthorized, non-consensual, and a willful
22 infringement of copyright.

23 986. Without Plaintiffs’ authorization or consent, Defendants have continued
24 to display various WWO titles, without limitation, on their publicly accessible online
25 video viewing platform – Pluto TV.

26 987. Publicly displaying the 30 titles of WWO on Pluto TV’s streaming
27 service after the termination of the license agreement constitutes false designation of
28 origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 988. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 989. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 990. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 991. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the Defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 29: WWO *Tijuana Nights* #17, was continuously,
21 intentionally, and publicly displayed for 19 months after the license had expired. The
22 statutory damages that should be awarded for this title, over 19 months are
23 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 992. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

NINETY-EIGHTH CLAIM FOR RELIEF

[False Designation of Origin Against all Defendants for

Title 30: WWO *Tijuana Nights* #18]

(Violations of 15 U.S.C. §§ 1125(a))

993. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 39, inclusive, as if fully set forth herein.

994. Armando Espinosa is and at all relevant times has been the owner of the valid copyright to all titles of WWO, copyright registration number 03-2023-112910551300-01, reflecting a filing date of November 29th, 2023. *See Exhibit 3.*

995. WWO titles are live wrestling events produced and distributed across multiple platforms in Mexico, Brazil, and Latin America. In these countries, WWO titles are distinctive and well-known in the wrestling industry and among viewing members of the public. Accordingly, the public will continue to associate and identify the WWO titles currently being available on Pluto TV as the work product of WWO owned by Armando Espinosa. Thus, the infringing and fraudulent acts of the Defendants are continuing to take a steep financial toll with no revenue reports and royalty payments being made. *See supra* ¶ 27–29.

996. After terminating the Distribution Agreement via email on August 18th, 2022, and sending a subsequent email confirming that all episodes of WWO were deleted on August 19th, 2022; any showcasing of WWO titles on Defendants’ platforms was and continues to be unauthorized, non-consensual, and a willful infringement of copyright.

997. Without Plaintiffs’ authorization or consent, Defendants have continued to display various WWO titles, without limitation, on their publicly accessible online video viewing platform – Pluto TV.

998. Publicly displaying the 30 titles of WWO on Pluto TV’s streaming service after the termination of the license agreement constitutes false designation of origin of goods and services. All the Defendants are falsely representing that the 30

1 WWO titles displayed on Pluto TV are legally licensed and approved by Plaintiffs
2 and that the Defendants are in some way affiliated or connected with the Plaintiffs.

3 999. Such conduct of all the Defendants is likely to confuse, has actually
4 confused, has misled, is likely to mislead and deceive Plaintiffs' viewers. WWO
5 viewers believe that the Defendants have been approved, authorized, or licensed by
6 Plaintiffs, which is untrue and a false designation of origin pursuant to 15 U.S.C. §
7 1125(a).

8 1000. Defendants' actions were done willfully, with full knowledge of falsity
9 of such designations of origin and false descriptions or representations, with the
10 express intent to cause confusion, and to mislead and deceive the WWO viewing
11 public.

12 1001. This case qualifies as "an exceptional case" within the meaning of 15
13 U.S.C. §1117(a) in that the Defendants' actions have been malicious, fraudulent,
14 deliberate, willful, and taken in bad faith with full knowledge and in conscious
15 disregard of Plaintiff's rights. As such, Plaintiffs are entitled to recover their
16 attorneys' fees pursuant to 15 U.S.C. §1117(a).

17 1002. At Plaintiffs' election, Plaintiffs are entitled to maximum statutory
18 damages pursuant to 15 U.S.C. § 1117(d) as the conduct of all the defendants were
19 willful, intentional, deliberate, with malice, and in complete reckless disregard of
20 Plaintiffs' rights. Here, Title 30: WWO *Tijuana Nights* #18, was continuously,
21 intentionally, and publicly displayed for 19 months after the license had expired. The
22 statutory damages that should be awarded for this title, over 19 months are
23 \$1,900,000.00 (\$100,000.00 x 19 months) or an amount to be proven at trial.

24 1003. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
25 injunctive relief because the Defendants' conduct described herein above has caused,
26 and if not enjoined, will continue to cause irreparable damage to the rights of
27 Plaintiffs and to the business, reputation, and goodwill of Plaintiff WWO.
28

PRAYER

WHEREFORE, Plaintiffs prays for judgment against all the Defendants herein as follows:

1. That the Court find that:

- a. All the Defendants have over the course of 19 months repeatedly infringed and thus violated the Copyright of the 30 WWO titles;
- b. All the Defendants have breached the Distribution Agreement by passively failing to provide any revenue reports or payment in the form of royalties;
- c. All the Defendants have breached an implied duty of good faith and fair dealing by failing to perform their obligations as laid out in the Distribution Agreement; and
- d. All the Defendants have violated 15 U.S.C. §1125(a) by publicly displaying the 30 titles of WWO on Pluto TV's streaming service after the termination of the license agreement thereby instituting false designation of the origin of goods and services.

2. That the Court find that as a direct and proximate result of Defendants' foregoing acts, Plaintiffs are entitled to the following damages:

- a. At Plaintiffs' election, statutory damages of up to \$150,000.00 for each separate act of the infringement of the Copyright of the 30 WWO titles. Since each month required a royalty statement, by contract, and each month, Defendants ignored delivering any royalty statement, each month of streaming each of the 30 WWO titles amounts to 30 infringements per month. Thus, at 19 months x 30 WWO titles x \$150,000.00 per infringement, Plaintiffs seeks no less than \$85,500,000.000 in statutory damages for willful infringement pursuant to 17 U.S.C. § 504(c);
- b. Plaintiffs seek reasonable attorneys' fees and costs of the suit;
- c. Plaintiffs seek compensatory damages and attorney fees for the 19

1 breaches of contract for each month;

2 d. Plaintiffs seek damages and attorney fees for the 19 breaches of good faith
3 and fair dealing implied in every contract under California Law;

4 e. At Plaintiffs' election, statutory damages of up to \$100,000.00 for each
5 separate act of the Defendants' willful, intentional, deliberate, with
6 malice, and in complete reckless disregard of Plaintiffs' rights. Each of
7 the 30 WWO titles were continuously, intentionally, and publicly
8 displayed for 19 months after the license had expired. Thus, at 19
9 months x 30 WWO titles x \$100,000.00 per infringement, Plaintiffs
10 seeks no less than \$57,000,000.00 in statutory damages for false
11 designation of origin pursuant to 15 U.S.C. § 1125(a).

12 f. Plaintiffs seek such other and further relief as this honorable court deems
13 just and appropriate.

14 3. That the Court enjoin Defendants, their agents, servants, employees,
15 attorneys, successors, assigns, subsidiaries, and all persons, firms, and corporations
16 acting in concert with them, from directly or indirectly infringing the copyrights in
17 the Film, including but not limited to continuing to distribute, copy, publicly
18 perform, market, advertise, promote, produce, sell, or offer for sale, in any medium,
19 the Film or any works derived or copied from the Film, and from participating or
20 assisting in any such activity whether or not it occurs in the United States.

21
22 That the Court grant such other, further relief as it deems just and proper.

23
24 DATED: 05/29/2024

TROPE LAW GROUP, P.C.

25
26 

27 KONRAD L. TROPE,
28 ATTORNEYS FOR PLAINTIFFS

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all issues triable by a jury in the above-entitled action.

DATED: 05/29/2024

TROPE LAW GROUP, P.C.


KONRAD L. TROPE,
ATTORNEYS FOR PLAINTIFF

EXHIBIT ‘1’

25 de noviembre de 2019

REMITENTE:

ISRAEL LEYVA HERNANDEZ

TELEVISA. S.A. DE C.V.

**BOULEVARD ADOLFO LOPEZ MATEOS 2551 (EDIFICIO 6 CIR 1ER PISO TELEVISA
INTERNACIONAL)**

COL. LOMAS DE SAN ANGEL INN

DEL. ALVARO OBREGON

C.P. 01790

CIUDAD DE MEXICO, MEXICO

ijleyvah@televisa.com.mx

DESTINATARIO:

Bruder Releasing, Inc.

2020 Broadway

2nd Floor Suite 201

Santa Monica, CA 90404

Para: Pamela Benny

Phone: 310-829-2222 x160

DOCUMENTOS: 2548

CENTRO DE COSTOS: 552-07-431-122208-00828030-000-0

DISTRIBUTION AGREEMENT

This Distribution Agreement (the "**Agreement**") is entered as of October 16th, 2019, by and between Bruder Releasing Inc (the "**Licensor**" or "**BRI**"), a company duly organized under the laws of the United States of America, and Televisa, S.A. de C.V. (the "**Distributor**" or "**Televisa**"), a company duly organized under the laws of Mexican United States ("**Mexico**") pursuant the following Recitals Definitions and Terms.

RECITALS

Whereas the Parties have agreed to establish the conditions, guidelines and Terms under which Televisa will distribute the Programs owned by Licensor.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

DEFINITIONS

A. Programs: shall mean 30 (thirty) wrestling shows of Season 2019-2020 of World Wrestling Organization WWO that will be produced in Tijuana, B.C. Mexico, with a length of 60 (sixty) minutes each.

B. Territory: shall mean México, Brazil and all countries of Latin-America but expressly excluding Puerto Rico and any territories and/or possessions of the United States of America.

C. Ancillary Rights: All profits generated from the sales of merchandising products such as action figures, posters, t-shirts or other goods that parties may agree.

C. Term: For all rights licensed herein, the License Period shall start on November 1st, 2019 and shall terminate on October 31, 2020 (the "Term").

D. Authorized Language(s): Licensor hereby authorizes Televisa to distribute the Programs for broadcast in the original language and or dubbed and or / Subtitled into Brazilian Portuguese.

E. Media: The Distributor shall be entitled to offer the Programs to any third in the Territory enunciatively but limitative for means Broadcast via free television, Pay television, AVOD, FVOD, NVOD, SVOD, OTT, or any other existing media or hereinafter developed.

F. Net Receipts for the Territory: Shall mean all monies received by Distributor minus distribution costs capped to 10% (ten percent) of the license fee.

TERMS

1. Distribution Rights

Licensor hereby grants to Distributor an exclusive distribution license for the Program by Free and Pay television, AVOD, FVOD, NVOD, SVOD, OTT, or any other existing media or hereinafter developed in the Territory during the Term. The Rights Granted herein include the right to use any and all elements of the Program and all Delivery Materials (including without limitation the names, voices, likenesses and biographies of all persons appearing in and/or connected with each episode of the Program), and any portions thereof, in connection with the publicity, advertising, marketing and packaging of each episode of the Program including

without limitation, the right to reproduce, distribute and exhibit any and all visual images and/or sound recordings contained in the, by any and all means of distribution in all media now or hereafter known or devised; and the right to change the title of or otherwise modify the Picture to meet the requirements of censorship, community standards, ratings, or other laws or regulations.. For purposes of clarity, it is understood between the parties that Distributor shall be also entitled to distribute the Program to any of the its affiliates, subsidiaries or companies part of Grupo Televisa, S.A.B. In all cases the Commission of Clause 3 shall apply.

2. Delivery Materials

The delivery of the materials shall be made according to the calendar and the specifications of Exhibit "A" of this Agreement.

3. Commission

(a) Distributor will be paid or credited with a commission fee of 30% (thirty percent) of the Net Receipts received by Distributor for the license of the Program. Distributor shall notify Licensor for each business opportunity regarding the license of the Programs with general deal terms on case by case basis (e-mail to suffice). Licensor shall notify to Distributor on the next 5 (five) following days its reply. If no notice is received by Distributor during the aforesaid period, then the proposed business shall be considered as approved by Licensor.

(b) In addition, Distributor shall be paid with the 10% (ten) percent of all monies received by the Licensor as *back end* for the exploitation of the Ancillary Rights in the Territory (as this term is known in the industry). The payments of this regard shall be paid on a quarterly basis to the following bank account: 1310092718; MUFG Union Bank; 20th And Wilshire Branch; 2001 Wilshire Blvd; Santa Monica, CA 90403. ABA/ Routing Number: 122000496; Swift Code: BOFCUS33

(c) All payments of the exploitation of the Ancillary Rights, shall be in Dollars, United States Legal Currency. It is agreed that Licensor will make all documents relevant regarding the exploitation of the Ancillary Rights during the previous quarter to Distributor. Together with each payment, Licensor must include sufficiently to assure compliance of the terms of this agreement, within the first ten (10) business days of the last quarter during the License Term of this Agreement, Distributor must receive a certification from Licensor containing a sworn statement by a legal representative of the latter, giving testimony of the earnings during the previous quarter. to check the information provided by Licensor, Distributor shall be entitled to ask Licensor for more information, or as the case may be, have an international certified public accountant firm audit the information provided by Licensor. Fees and expenses of the international public accountant firm practicing the audit must be paid by Distributor, unless such audit shows an adjustment to Distributor equal to or above 5% (five percent) of the amount originally calculated by Licensor, in which case such fees and expenses shall be paid by Licensor. For purposes of this clause, Licensor commits to provide Distributor access to records regarding the exploitation of Ancillary Rights.

1310092718; MUFG Union Bank; 20th And Wilshire Branch; 2001 Wilshire Blvd; Santa Monica, CA 90403. ABA/ Routing Number: 122000496; Swift Code: BOFCUS33

4. Payments

Distributor shall make payments to the following Licensor's Bank Account on a quarterly basis in USD. For this purpose, on the first 15 (fifteen) days of each quarter during the Term the parties shall reconcile the Net Revenues received by the Distributor in the immediately preceding quarter from the exploitation of the Programs. Thereafter, the Distributor shall remit the to the Licensor its revenue Share to the following bank account: 1310092718; MUFG Union Bank; 20th And Wilshire Branch; 2001 Wilshire Blvd; Santa Monica, CA 90403. ABA/ Routing Number: 122000496; Swift Code: BOFCUS33

5. Music Contained on the Program:

(a). Synchronization Rights:

- i. Licensors will be responsible for acquiring all rights necessary to synchronize the music contained in the Program.
- ii. Licensors will be responsible for paying all royalties or charges incurred in obtaining and maintaining such synchronization licenses in effect for the Term.

(b). The Performance Rights with respect to the music contained in the Picture shall be:

- i. in the public domain in the Territory;
- ii. controlled by Licensors sufficient to allow Distributor to exploit all of the Licensed Rights without the necessity of any additional payment; or
- iii. available by license from the local music performing rights society in the Territory affiliated with the American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI), or SESAC, Inc. (SESAC).

6. Representations and Warranties:

(a) Licensors hereby represents and warrants that:

(i) Licensors has the full right, power, and authority to enter into and perform this Agreement and to grant exclusively to Distributor hereunder all of the Rights Granted, and that Licensors will solely control throughout the Territory during the Term all of the Rights Granted in and to each Program and all elements thereof, including without limitation all performance, distribution, exhibition, advertising, trademarks and all other rights therein;

(ii) To Licensors's knowledge in the exercise of reasonable prudence, no claim has been made that Licensors does not or may not have any of the Rights Granted, and there is not now valid or outstanding;

(iii) Licensors will not hereafter grant, any right in connection with the Program which is or would be adverse to, or inconsistent with, or impair, the Rights Granted; no portion of the Program has been taken from any other work and there has been no claim that the Program violates, conflicts with, or infringes upon, and the Program does not violate, conflicts with or infringes upon, any rights whatsoever including without limitation any copyright, including trademarks common law or statutory right anywhere in the world; any right of publication, performance, or any other right in any work; nor does any Program constitute or contain any libel, slander, invasion of privacy or defamation of any person, or entity; neither any Program nor any elements thereof are the subject of any third party claim; and each Picture and all elements thereof and all Delivery Materials will be fully cleared by Licensors for all distribution and uses set forth herein, and no payments will be required to be made by Distributor to any third party in connection with the exploitation of the Program hereunder (or, if any such payments are required, Licensors will be solely responsible therefore and indemnify and hold harmless Distributor in connection therewith); and

(iv) The main and end titles, credit block and all publicity, promotion, trademarks, advertising and packaging information and materials with respect to each episode of the Program will (i) contain all necessary and proper credits for, actors and directors, and all other persons appearing in or connected with the production of the Program who are entitled to receive such credit, and (ii) fully comply with all applicable Mexican contractual, guild, union and statutory requirements and agreements (with Licensors representing that the only applicable contractual, guild, union and statutory requirements and agreements are Mexican).

(b) Distributor hereby represents and warrants that has the full right, power, and authority to enter into and perform this Agreement, and it has not made nor will it make any contractual or other commitment which will or may prevent, impair or hinder its full performance of this Agreement.

7. Notices and Communications

All notices and communications between the parties hereto or in relation to action provided for herein, shall be issued and presented personally or by special courier service or facsimile with acknowledgement of receipt to the address provided by each party below, unless the other party may have issued written notice of another address within 30 (thirty) calendar days following the date of change of address.

Licensors: BRI

Bruder Releasing Inc
2020 Broadway, Santa Monica, CA.
90404. USA

Distributor:

Televisa, S.A. de C.V.
Blvd. Adolfo López Mateos 2551
CIR Building, 1st Floor
Colonia Lomas de San Angel Inn
C.P. 01790, Ciudad de México
Attention: Andrés Soberón

Copy to:

Grupo Televisa, S.A.B.
Avenida Vasco de Quiroga 2000
Edificio C, 3rd, Floor
Zedec, Santa Fe
01210, Ciudad de México
Attention: Roberto Cornish

8. Confidentiality Information.

Means any and all information relating to and/or proprietary to any Party hereof, that may be received or disclosed during any conversation, meetings, discussions and/or negotiations between the Parties in relation to the arrangement contemplated under this Agreement, and shall include (i) any trade secrets, information, ideas, stories, concepts, processes, techniques, or any other Intellectual Property, (ii) any information or data relating to the affairs of any Party including any project, work in progress, channel views, reports, statistics, summaries, records, future business, operational or financial plans, revenue projections, financing or personnel matters, (iii) information relating to present or future works, subscribers, clients, customers, employees, key persons engaged by any Party, (iv) the terms and conditions contained in this Agreement, and (v) any and all other information that may be confidential or proprietary to any Party, whether or not specifically marked as confidential, and whether such information is disclosed orally, in writing, graphically or in electronic form.

9. Taxes

All amounts payable to the Licensors shall be subject to the Treaty entered into between Mexico and the United States of America, if any, for the avoidance of double taxation (the "Treaty"); now in existence, which may require the deduction of withholding taxes from payments made to the Licensors under this Agreement. In the event that a reduced withholding tax rate is applicable under the Treaty, the Licensee respectively, shall deduct such withholding taxes from the payment hereunder to the Licensors, at such reduced rate (including, but not limited to, a zero tax rate), provided however that the Licensors shall furnish

the Licensee an official certificate of residency from the applicable Treaty jurisdiction issued by the corresponding tax authority and dated during each tax year in which any payment is made to the Licensors under this Agreement. The Licensee shall furnish the Licensors, official tax certificates with respect to withholding taxes so deducted.

10. Anticorruption.

(a) Compliance with Anticorruption Regulations. The parties agree that, during the term of this Agreement, the parties shall at all times comply with the provisions set forth in the law and regulations related to anticorruption, anti-money laundering, sanctions and the prevention of financing of illegal activities, and terrorism, in the Mexican United States, the United States of America, and any other applicable jurisdiction, including, without limitation, the Mexican Ley General de Responsabilidades Administrativas and the Foreign Corrupt Practices Act (jointly, the "Anticorruption Regulations"). In addition, the Licensors acknowledge and agree that it has read and understood, and shall comply with, the Code of Ethics of Grupo Televisa, S.A.B. and its subsidiaries (which is available at <http://www.televisair.com/en/governance/codes-and-bylaws>), as well as with Grupo Televisa, S.A.B.'s Anticorruption Policy. (b) Prohibition of corruption acts and/or improper acts. The Licensors acknowledge and agree that neither it, nor its subsidiaries, affiliates, shareholders, directors, officers, employees, representatives and agents, for purposes of the performance of this Agreement, has paid, delivered, promised, offered, authorized, requested or accepted, neither will pay, deliver, promise, offer, authorize, request or accept the payment of any amount of money, loans, gifts, facilitating payments, grants or anything of value, or other improper advantage or otherwise, directly or indirectly, to any: (i) public official, political party, member or candidate of a political party, to induce him or her to carry out or omit any act in violation of his or her legal duty, or to help Grupo Televisa, S.A.B., or any of its subsidiaries (jointly, "GTV") to obtain or maintain businesses, benefits, concessions or permits, for GTV or for other person, or to refer businesses or benefits to third parties in an improper way; or (ii) officers, executives, employees or agents of any client or supplier of GTV in order to influence the grant of an improper benefit to GTV, in violation with any duty assumed before its employer. (c) Money Laundering and Financing of Terrorism. Distributor may unilaterally and immediately terminate the business relationship derived from the execution of this Agreement, without any obligation to pay any indemnity, in case the Licensors, its subsidiaries, affiliates, shareholders, officers, employees, sub-contractors, agents or any other third party that is controlled by or under its significant influence, and that is used for the performance of this Agreement, is: (i) condemned by an appropriate authority for money laundering and financing of illegal activities, including terrorism, and/or for managing resources related to such activities; or (ii) included in the lists for risk control on money laundering and financing of illegal activities, including terrorism, whether national or international, specially the Office of Foreign Assets Control (OFAC) list issued by the U.S. Department of the Treasury, the list of the United Nations Security Council and/or other lists related to money laundering and financing of illegal activities, including terrorism. By virtue of the foregoing, the Licensors shall respond Distributor for any damages that may be caused as a consequence of the Licensors' breach of this provision.

11. Termination.

Either Party may terminate this Agreement in the following circumstances:

(i) Upon no less than 30 (thirty) days prior written notice to the other party, where either Party to this Agreement is prevented from performing its obligations hereunder by reason of any decision, license condition or regulation of a governmental authority.

(ii) In the event of any material breach of this Agreement by the other Party which has not been cured by such other party (or, in the case of a breach which cannot be cured within such period, the Party has undertaken good faith efforts and is continuing diligently to remedy such breach) within 30 (thirty) days of the date of receipt of notice of the breach, upon written notice to the other Party effective 30 (thirty) days after the date the notice is received.

(iii) Upon written notice to the other Party, effective as of the date such notice is delivered, in the event of any bankruptcy, or appointment of a receiver over the assets of the other party, the winding up of the other Party or the taking of steps to dissolve or liquidate, or any similar or like event.

(iv) It is understood between the parties that Distributor shall be entitled to early terminate this Agreement at any time during the Term by giving written notice to Licensor for this regard.

12. Headings

Headings of the Clauses of this Agreement have been inserted only as reference and shall by no means affect the construction of any provision contained therein.

13. Full Understanding

This Agreement constitutes the full understanding between Licensor and Distributor in relation to the subject matter of this instrument, and replaces all previous agreements, understandings, negotiations and discussions between the parties, both oral or in writing.

14. No Association

None of the provisions of this Agreement shall constitute an association or alliance between the parties nor shall be construed as a power of attorney or representation by either party with respect to the other party. Neither party shall be liable by reason of any statement, act or omission by the other party against any of this Agreement.

15. Applicable Law

This Agreement shall be governed and construed according to the applicable federal laws of Mexico.

16. Jurisdiction

The parties hereto expressly and irrevocable agree to bind themselves to the competent courts of the Mexico City with respect to any claim, action or proceeding derived from or related to this Agreement, and irrevocably waive any other jurisdiction that might correspond to them by reason of their present or future domiciles, or for any other reason.

HAVING READ THIS DISTRIBUTION AGREEMENT AND BEEN INFORMED OF THE CONTENT AND LEGAL SCOPE, THE PARTIES SIGN IT MANIFESTING THEIR CONSENT IN THE CITY OF MEXICO, FEDERAL DISTRICT, ON October 16th, 2019.

BRI,

Bruder Releasing Inc

By: Marc Bruder
Title: President

Distributor,

Televisa, S.A. DE C.V.

By: Vladimir Martín Rivas Fonseca
Title: Legal Representative

By: Julio Barba Hurtado
Title: Legal Representative



EXHIBIT "A"

Delivery Materials

- (a) Materials shall be sent to Distributor once a show is produced during the following 30 days after each episode is produced.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a single name.

Pamela Benny

From: Kenny Land <kennyl@brivideo.com>
Sent: Monday, February 10, 2020 10:09 AM
To: bruder@brivideo.com; pam@brivideo.com
Subject: FW: FedEx Shipment 537098933202 Delivered

Hey Guy,

The package has been delivered... 😊

From: TrackingUpdates@fedex.com [<mailto:TrackingUpdates@fedex.com>]
Sent: Monday, February 10, 2020 9:19 AM
To: KENNYL@BRIVIDEO.COM
Subject: FedEx Shipment 537098933202 Delivered

Your package has been delivered

Tracking # 537098933202

Ship date:
Fri, 2/7/2020

KENNY LAND

BRUDER

RELEASING / BRI /

CED

SANTA MONICA,

CA 90404

US

Delivery date:

Mon, 2/10/2020

11:01 am

LUIS DE LA VEGA

TELEVISA

INTERNACIONAL

BLVD. ADOLFO

LOPEZ MATEOS

2551

COL.LOMAS DE SAN

ANGEL INN

MEXICO CITY, DF

01790

MX

Delivered

Shipment Facts

Our records indicate that the following package has been delivered.

Tracking number: 537098933202

Status: Delivered:
02/10/2020 11:01 AM
Signed for By:
M.MANUEL
MORALES

Department number: PER MARC

	BRUDER
Signed for by:	M.MANUEL MORALES
Delivery location:	MEXICO CITY, DF
Delivered to:	Residence
Service type:	International Priority®
Packaging type:	Your Packaging
Number of pieces:	1
Weight:	1.00 lb.
Special handling/Services:	Deliver Weekday Residential Delivery
Standard transit:	2/10/2020 by 6:00 pm

 Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 11:19 AM CST on 02/10/2020.

All weights are estimated.

To track the latest status of your shipment, click on the tracking number above.

Standard transit is the date and time the package is scheduled to be delivered by, based on the selected service, destination and ship date. Limitations and exceptions may apply. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx Customer Support representative.

© 2020 Federal Express Corporation. The content of this message is protected by copyright and trademark laws under U.S. and international law. Review our privacy policy. All rights reserved.

Thank you for your business.

EXHIBIT ‘2’

BRI-Televisa fully executed licensing agreement for WWO

19 de febrero de 2020

REMITENTE:

ISRAEL LEYVA HERNANDEZ

TELEVISA. S.A. DE C.V.

BOULEVARD ADOLFO LOPEZ MATEOS 2551 (EDIFICIO 6 CIR 1ER PISO TELEVISA
INTERNACIONAL)

COL. LOMAS DE SAN ANGEL INN

DEL. ALVARO OBREGON

C.P. 01790

CIUDAD DE MEXICO, MEXICO

ijleyvah@televisa.com.mx

DESTINATARIO:

Marc Bruder

President

BRI & CED

2020 Broadway

Santa Monica, CA. 90404

USA

T(310) 829-2222 Ext. 100

TICKET: 34936

DOCUMENTOS: 2567

CENTRO DE COSTOS: 552-07-431-122208-00828030-000-0

2567

DISTRIBUTION AGREEMENT

This Distribution Agreement (the "**Agreement**") is entered as of January 28, 2020, by and between Bruder Releasing Inc (the "**Licensor**" or "**BRI**"), a company duly organized under the laws of the United States of America, and Televisa, S.A. de C.V. (the "**Distributor**" or "**Televisa**"), a company duly organized under the laws of Mexican United States ("**Mexico**") pursuant the following Recitals Definitions and Terms.

RECITALS

Whereas the Parties have agreed to establish the conditions, guidelines and Terms under which Televisa will distribute the Programs owned by Licensor.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

DEFINITIONS

A. Programs: shall mean all programs selected by Televisa upon availability notice by BRI. For this regard BRI shall send to Televisa an availability notice list on a quarterly basis in order for Televisa to freely select those titles to be distributed in terms of this Agreement.

B. Territory: Latin America (Mexico and Brazil included) but expressly excluding Puerto Rico and all United States of America possessions or territories.

C. Ancillary Rights: All profits generated from the sales of merchandising products such as action figures, posters, t-shirts or other goods that parties may agree.

D. Term: For all rights licensed herein, the License Period shall start on February 1st, 2020 and shall terminate on January 31, 2023 (the "Term").

E. Authorized Language(s): Licensor hereby authorizes Televisa to distribute the Programs for broadcast in the original language and or dubbed and or / Subtitled into any agreed language in the Territory.

F. Media: The Distributor shall be entitled to offer the Programs to any third in the Territory enunciatively but not limitative for means of Broadcast via free television, Pay television, AVOD, FVOD, NVOD, SVOD, OTT, or any other existing media or hereinafter developed without any restriction.

G. Net Receipts for the Territory: Shall mean all monies received by

Distributor minus distribution costs, third party agency commissions, withholding taxes, materials, and dubbing costs among others.

TERMS

1. Distribution Rights

Licensor hereby grants to Distributor a non-exclusive distribution license for the Programs by Free and Pay television, AVOD, FVOD, NVOD, SVOD, OTT, or any other existing media or hereinafter developed in the Territory during the Term. The Rights Granted herein include the right to use any and all elements of the Programs and all Delivery Materials (including but not limited to the names, voices, likenesses and biographies of all persons appearing in and/or connected with each episode of the Program), and any portions thereof, in connection with the publicity, advertising, marketing and packaging of each episode of the Programs including without limitation to the right to reproduce, distribute and exhibit any and all visual images and/or sound recordings contained in the programs, by any and all means of distribution in all media now or hereafter known or devised; and the right to change the title of or otherwise modify the Picture to meet the requirements of censorship, community standards, ratings, or other laws or regulations.. For purposes of clarity, it is understood between the parties that Distributor shall be also entitled to distribute the Programs to any of the its affiliates, subsidiaries or companies part of Grupo Televisa, S.A.B. In all cases the Commission of Clause 3 shall apply.

2. Delivery Materials

The delivery of the materials shall be made according to the calendar and the specifications of each contract celebrated with any third party. Televisa may freely select the number of titles to be distributed.

3. Commission

Distributor will be paid or credited with a commission fee of 30% (thirty percent) of the Net Receipts received by Distributor for the license of the Program. Distributor shall notify Licensor for each business opportunity regarding the license of the Programs with general deal terms on case by case basis (e-mail to suffice). Licensor shall notify to Distributor on the next 5 (five) following days its reply. If no notice is received by Distributor during the aforesaid period, then the proposed business shall be considered as approved by Licensor.

4. Payments

Distributor shall make payments to the Licensor's Bank Account on a quarterly basis in USD, corresponding to the 70% (seventy percent) of the Net Receipts. For this purpose, on the first 15 (fifteen) days of each quarter during the Term the parties shall reconcile the Net Revenues received by the Distributor in the immediately preceding quarter from the



exploitation of the Programs. Thereafter, the Distributor shall remit the to the Licensor its revenue Share to the following bank account: 1310092718; MUFG Union Bank; 20th And Wilshire Branch; 2001 Wilshire Blvd; Santa Monica, CA 90403. ABA/ Routing Number: 122000496; Swift Code: BOFCUS33

5. Music Contained on the Programs

(a). Synchronization Rights:

- i. Licensor will be responsible for acquiring all rights necessary to synchronize the music contained in the Programs.
- ii. Licensor will be responsible for paying all royalties or charges incurred in obtaining and maintaining such synchronization licenses in effect for the Term.

(b). The Performance Rights with respect to the music contained in the Programs shall be:

- i. in the public domain in the Territory;
- ii. controlled by Licensor sufficient to allow Distributor to exploit all of the Licensed Rights without the necessity of any additional payment; or
- iii. available by license from the local music performing rights society in the Territory affiliated with the American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI), or SESAC, Inc. (SESAC).

6. Representations and Warranties:

(a) Licensor hereby represents and warrants that:

(i) Licensor has the full right, power, and authority to enter into and perform this Agreement and to grant to Distributor hereunder all of the Rights Granted, and that Licensor will solely control throughout the Territory during the Term all of the Rights Granted in and to each Program and all elements thereof, including without limitation all performance, distribution, exhibition, advertising, trademarks and all other rights therein;

(ii) To Licensor's knowledge in the exercise of reasonable prudence, no claim has been made that Licensor does not or may not have any of the Rights Granted, and there is not now valid or outstanding;

(iii) Licensor will not hereafter grant, any right in connection with the Programs which is or would be adverse to, or inconsistent with, or impair, the Rights Granted; no portion of the Programs has been taken from any other work and there has been no claim that the Programs violates, conflicts with, or infringes upon, and the Programs does not violates, conflicts with or infringes upon, any rights whatsoever including without limitation any copyright, including trademarks common law or statutory right anywhere in the world; any right of publication, performance, or any other right in any work; nor does any Programs constitute or contain any libel, slander, invasion of privacy or defamation of any person, or entity; neither any Programs nor any elements thereof are the subject of any third



party claim; and each Picture and all elements thereof and all Delivery Materials will be fully cleared by Licensor for all distribution and uses set forth herein, and no payments will be required to be made by Distributor to any third party in connection with the exploitation of the Program hereunder (or, if any such payments are required, Licensor will be solely responsible therefore and indemnify and hold harmless Distributor in connection therewith); and

(iv) The main and end titles, credit block and all publicity, promotion, trademarks, advertising and packaging information and materials with respect to each episode of the Programs will (i) contain all necessary and proper credits for, actors and directors, and all other persons appearing in or connected with the production of the Programs who are entitled to receive such credit, and (ii) fully comply with all applicable contractual, guild, union and statutory requirements.

(b) Distributor hereby represents and warrants that has the full right, power, and authority to enter into and perform this Agreement, and it has not made nor will it make any contractual or other commitment which will or may prevent, impair or hinder its full performance of this Agreement.

7. Notices and Communications

All notices and communications between the parties hereto or in relation to action provided for herein, shall be issued and presented personally or by special courier service or facsimile with acknowledgement of receipt to the address provided by each party below, unless the other party may have issued written notice of another address within 30 (thirty) calendar days following the date of change of address.

Licensor: BRI

Bruder Releasing Inc
2020 Broadway, Santa Monica, CA.
90404. USA
Attention: Marc Bruder

Distributor:

Televisa, S.A. de C.V.
Blvd. Adolfo López Mateos 2551
CIR Building, 1st Floor
Colonia Lomas de San Angel Inn
C.P. 01790, Ciudad de México
Attention: Carlos Aguilar

Copy to:

Grupo Televisa, S.A.B.
Avenida Vasco de Quiroga 2000
Edificio C, 3rd, Floor



Zedec, Santa Fe
01210, Ciudad de México
Attention: Roberto Cornish

8. Confidentiality Information.

Means any and all information relating to and/or proprietary to any Party hereof, that may be received or disclosed during any conversation, meetings, discussions and/or negotiations between the Parties in relation to the arrangement contemplated under this Agreement, and shall include (i) any trade secrets, information, ideas, stories, concepts, processes, techniques, or any other Intellectual Property, (ii) any information or data relating to the affairs of any Party including any project, work in progress, channel views, reports, statistics, summaries, records, future business, operational or financial plans, revenue projections, financing or personnel matters, (iii) information relating to present or future works, subscribers, clients, customers, employees, key persons engaged by any Party, (iv) the terms and conditions contained in this Agreement, and (v) any and all other information that may be confidential or proprietary to any Party, whether or not specifically marked as confidential, and whether such information is disclosed orally, in writing, graphically or in electronic form.

9. Taxes

All amounts payable to the Licensor shall be subject to the Treaty entered into between Mexico and the United States of America, if any, for the avoidance of double taxation (the "Treaty"); now in existence, which may require the deduction of withholding taxes from payments made to the Licensor under this Agreement. In the event that a reduced withholding tax rate is applicable under the Treaty, the Licensee respectively, shall deduct such withholding taxes from the payment hereunder to the Licensor, at such reduced rate (including, but not limited to, a zero tax rate), provided however that the Licensor shall furnish to the Licensee an official certificate of residency from the applicable Treaty jurisdiction issued by the corresponding tax authority and dated during each tax year in which any payment is made to the Licensor under this Agreement. The Licensee shall furnish the Licensor, official tax certificates with respect to withholding taxes so deducted.

10. Anticorruption.

(a) Compliance with Anticorruption Regulations. The parties agree that, during the term of this Agreement, the parties shall at all times comply with the provisions set forth in the law and regulations related to anticorruption, anti-money laundering, sanctions and the prevention of financing of illegal activities, and terrorism, in the Mexican United States, the United States of America, and any other applicable jurisdiction, including, without limitation, the Mexican Ley General de Responsabilidades Administrativas and the Foreign Corrupt Practices Act (jointly, the "Anticorruption Regulations"). In addition, the Licensor acknowledges and agrees that it has read and understood, and shall



comply with, the Code of Ethics of Grupo Televisa, S.A.B. and its subsidiaries (which is available at <http://www.televisair.com/en/governance/codes-and-bylaws>), as well as with Grupo Televisa, S.A.B.'s Anticorruption Policy. (b) Prohibition of corruption acts and/or improper acts. The Licensor acknowledges and agrees that neither it, nor its subsidiaries, affiliates, shareholders, directors, officers, employees, representatives and agents, for purposes of the performance of this Agreement, has paid, delivered, promised, offered, authorized, requested or accepted, neither will pay, deliver, promise, offer, authorize, request or accept the payment of any amount of money, loans, gifts, facilitating payments, grants or anything of value, or other improper advantage or otherwise, directly or indirectly, to any: (i) public official, political party, member or candidate of a political party, to induce him or her to carry out or omit any act in violation of his or her legal duty, or to help Grupo Televisa, S.A.B., or any of its subsidiaries (jointly, "GTV") to obtain or maintain businesses, benefits, concessions or permits, for GTV or for other person, or to refer businesses or benefits to third parties in an improper way; or (ii) officers, executives, employees or agents of any client or supplier of GTV in order to influence the grant of an improper benefit to GTV, in violation with any duty assumed before its employer. (c) Money Laundering and Financing of Terrorism. Distributor may unilaterally and immediately terminate the business relationship derived from the execution of this Agreement, without any obligation to pay any indemnity, in case the Licensor, its subsidiaries, affiliates, shareholders, officers, employees, sub-contractors, agents or any other third party that is controlled by or under its significant influence, and that is used for the performance of this Agreement, is: (i) condemned by an appropriate authority for money laundering and financing of illegal activities, including terrorism, and/or for managing resources related to such activities; or (ii) included in the lists for risk control on money laundering and financing of illegal activities, including terrorism, whether national or international, specially the Office of Foreign Assets Control (OFAC) list issued by the U.S. Department of the Treasury, the list of the United Nations Security Council and/or other lists related to money laundering and financing of illegal activities, including terrorism. By virtue of the foregoing, the Licensor shall respond Distributor for any damages that may be caused as a consequence of the Licensor's breach of this provision.

11. Termination.

Either Party may terminate this Agreement in the following circumstances:

- (i) Upon no less than 30 (thirty) days prior written notice to the other party, where either Party to this Agreement is prevented from performing its obligations hereunder by reason of any decision, license condition or regulation of a governmental authority.
- (ii) In the event of any material breach of this Agreement by the other Party which has not been cured by such other party (or, in the case

of a breach which cannot be cured within such period, the Party has undertaken good faith efforts and is continuing diligently to remedy such breach) within 30 (thirty) days of the date of receipt of notice of the breach, upon written notice to the other Party effective 30 (thirty) days after the date the notice is received.

(iii) Upon written notice to the other Party, effective as of the date such notice is delivered, in the event of any bankruptcy, or appointment of a receiver over the assets of the other party, the winding up of the other Party or the taking of steps to dissolve or liquidate, or any similar or like event.

(iv) It is understood between the parties that Distributor shall be entitled to early terminate this Agreement at any time during the Term by giving written notice to Licensor for this regard.

12. Headings

Headings of the Clauses of this Agreement have been inserted only as reference and shall by no means affect the construction of any provision contained therein.

13. Full Understanding

This Agreement constitutes the full understanding between Licensor and Distributor in relation to the subject matter of this instrument, and replaces all previous agreements, understandings, negotiations and discussions between the parties, both oral or in writing.

14. No Association

None of the provisions of this Agreement shall constitute an association or alliance between the parties nor shall be construed as a power of attorney or representation by either party with respect to the other party. Neither party shall be liable by reason of any statement, act or omission by the other party against any of this Agreement.

15. Applicable Law

This Agreement shall be governed and construed according to the applicable federal laws of the State of New York, United States of America.

16. Jurisdiction

The parties hereto expressly and irrevocable agree to bind themselves to the competent courts of New York City with respect to any claim, action or proceeding derived from or related to this Agreement, and irrevocably waive any other jurisdiction that might correspond to them by reason of their present or future domiciles, or for any other reason.

Handwritten signature and initials, possibly "NB", located on the right margin of the page.

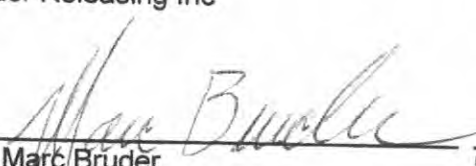
HAVING READ THIS DISTRIBUTION AGREEMENT AND BEEN INFORMED OF THE CONTENT AND LEGAL SCOPE, THE PARTIES SIGN IT MANIFESTING THEIR CONSENT IN THE CITY OF MEXICO, FEDERAL DISTRICT, ON JANUARY 28, 2020.

BRI,

Distributor,

Bruder Releasing Inc

Televisa, S.A. DE C.V.


By: Marc Bruder
Title: President


By: Julio Barba Hurtado
Title: Legal representative

Fonseca

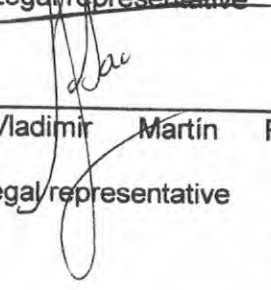

By: Vladimir Martín Rivas
Title: Legal representative



EXHIBIT ‘3’

CERTIFICADO

Registro Público del Derecho de Autor

Para los efectos de los artículos 13, 162, 163 fracción I, 164 fracción I, y demás relativos de la Ley Federal del Derecho de Autor, se hace constar que la **OBRA** cuyas especificaciones aparecen a continuación, ha quedado inscrita en el Registro Público del Derecho de Autor, con los siguientes datos:

AUTOR: ESPINOZA PERALTA ARMANDO FRANCISCO
TÍTULO: WORLD WRESTLING ORGANIZATION - WWO LUCHA LIBRE
RAMA: LITERARIA
TITULAR: ESPINOZA PERALTA ARMANDO FRANCISCO

Con fundamento en lo establecido por el artículo 168 de la Ley Federal del Derecho de Autor, las inscripciones en el registro establecen la presunción de ser ciertos los hechos y actos que en ellas consten, salvo prueba en contrario. Toda inscripción deja a salvo los derechos de terceros. Si surge controversia, los efectos de la inscripción quedarán suspendidos en tanto se pronuncie resolución firme por autoridad competente.

Con fundamento en los artículos 2, 208, 209 fracción III y 211 de la Ley Federal del Derecho de Autor; artículos 64, 103 fracción IV y 104 del Reglamento de la Ley Federal del Derecho de Autor; y artículos 1, 3 fracción I, 4, 8 fracción I y 9 del Reglamento Interior de Instituto Nacional del Derecho de Autor, se expide el presente certificado.

Número de Registro: 03-2023-112910551300-01

Ciudad de México, a 29 de noviembre de 2023

EL DIRECTOR DEL REGISTRO PÚBLICO DEL DERECHO DE AUTOR

JESÚS PARETS GÓMEZ



SECRETARÍA DE CULTURA
INSTITUTO NACIONAL DEL
DERECHO DE AUTOR
DIRECCIÓN DE REGISTRO
PÚBLICO DEL DERECHO
DE AUTOR



CULTURA
SECRETARÍA DE CULTURA



INDAUTOR
INSTITUTO NACIONAL DEL DERECHO DE AUTOR

ESCALETA Y ESTRUCTURA DEL PROGRAMA

“WORLD WRESTLING ORGANIZATION” “WWO LUCHA LIBRE”

Cada programa de televisión estará conformado por un bloque con un total de 60 minutos aproximados, cada programa que se realice tendrá contenido de eventos de lucha libre con las estrellas de la World Wrestling Organization.

NO. DE REGISTRO: 03-2023-112910551300-01
TÍTULO: WORLD WRESTLING ORGANIZATION -
TIPO DE TRÁMITE: OBRAS
PRESENTACIÓN: HOJAS



DE FORMA GENERAL CADA PROGRAMA TENDRA COMO CONTENIDO

- **2 (DOS) LUCHAS POR PROGRAMA**
- **CAPSULAS INFORMATIVAS DIVERSAS SOBRE NUESTRO DEPORTE**

CULTURA - INDAUTOR
REGISTRO PÚBLICO DEL DERECHO
DE AUTOR
03-2023-112910551300-01

PROGRAMA DESGLOZADO

BLOQUE 1

TOTAL DE TIEMPO POR PROGRAMA (60 MINUTOS)

- INICIO DEL PROGRAMA (TEMA MUSICAL)
- CORTINILLAS DE ENTRADA
- BIENVENIDA (LOCUTORES)
- CORTINILLA PRIMERA LUCHA
- PRIMERA LUCHA
- CORTINILLA SEGUNDA LUCHA
- SEGUNDA LUCHA
- COMENTARIOS DE DESPEDIDA
- CREDITOS (TEMA MUSICAL)

Programas de Television

- | | |
|-----------------------------|--------|
| 1. WWO Destruccion Total #1 | © 2019 |
| 2. WWO Destruccion Total #2 | © 2019 |
| 3. WWO The Crash | © 2019 |
| 4. WWO Apocalipsis | © 2019 |
| 5. WWO La Gran Revancha #1 | © 2019 |
| 6. WWO La Gran Revancha #2 | © 2019 |

- | | |
|----------------------------|--------|
| 1. WWO Total Domination #1 | © 2015 |
| 2. WWO Total Domination #2 | © 2015 |
| 3. WWO La Cuenta Final | © 2015 |
| 4. WWO Tijuana En Fuego | © 2015 |
| 5. WWO Misterio Mayhem | © 2015 |
| 6. WWO Tag Team Tournament | © 2015 |
| 7. WWO Tijuana Nights #1 | © 2015 |
| 8. WWO Tijuana Nights #2 | © 2015 |
| 9. WWO Tijuana Nights #3 | © 2015 |
| 10. WWO Tijuana Nights #4 | © 2015 |
| 11. WWO Tijuana Nights #5 | © 2015 |
| 12. WWO Tijuana Nights #6 | © 2015 |
| 13. WWO Tijuana Nights #7 | © 2015 |
| 14. WWO Tijuana Nights #8 | © 2015 |
| 15. WWO Tijuana Nights #9 | © 2015 |
| 16. WWO Tijuana Nights #10 | © 2015 |
| 17. WWO Tijuana Nights #11 | © 2015 |
| 18. WWO Tijuana Nights #12 | © 2015 |
| 19. WWO Tijuana Nights #13 | © 2015 |
| 20. WWO Tijuana Nights #14 | © 2015 |
| 21. WWO Tijuana Nights #15 | © 2015 |
| 22. WWO Tijuana Nights #16 | © 2015 |
| 23. WWO Tijuana Nights #17 | © 2015 |
| 24. WWO Tijuana Nights #18 | © 2015 |

1. WWO Classics Episode #1 © 2000
2. WWO Classics Episode #2 © 2000
3. WWO Classics Episode #3 © 2000
4. WWO Classics Episode #4 © 2000
5. WWO Classics Episode #5 © 2000
6. WWO Classics Episode #6 © 2000
7. WWO Classics Episode #7 © 2000
8. WWO Classics Episode #8 © 2000
9. WWO Classics Episode #9 © 2000
10. WWO Classics Episode #10 © 2000
11. WWO Classics Episode #11 © 2000
12. WWO Classics Episode #12 © 2000
13. WWO Classics Episode #13 © 2000
14. WWO Classics Episode #14 © 2000
15. WWO Classics Episode #15 © 2000
16. WWO Classics Episode #16 © 2000
17. WWO Classics Episode #17 © 2000
18. WWO Classics Episode #18 © 2000
19. WWO Classics Episode #19 © 2000
20. WWO Classics Episode #20 © 2000
21. WWO Classics Episode #21 © 2000
22. WWO Classics Episode #22 © 2000
23. WWO Classics Episode #23 © 2000
24. WWO Classics Episode #24 © 2000
25. WWO Classics Episode #25 © 2000
26. WWO Classics Episode #26 © 2000
27. WWO Classics Episode #27 © 2000
28. WWO Classics Episode #28 © 2000
29. WWO Classics Episode #29 © 2000
30. WWO Classics Episode #30 © 2000
31. WWO Classics Episode #31 © 2000
32. WWO Classics Episode #32 © 2000
33. WWO Classics Episode #33 © 2000
34. WWO Classics Episode #34 © 2000
35. WWO Classics Episode #35 © 2000
36. WWO Classics Episode #36 © 2000
37. WWO Classics Episode #37 © 2000

- | | |
|------------------------------|--------|
| 38. WWO Classics Episode #38 | © 2000 |
| 39. WWO Classics Episode #39 | © 2000 |
| 40. WWO Classics Episode #40 | © 2000 |
| 41. WWO Classics Episode #41 | © 2000 |
| 42. WWO Classics Episode #42 | © 2000 |
| 43. WWO Classics Episode #43 | © 2000 |
| 44. WWO Classics Episode #44 | © 2000 |
| 45. WWO Classics Episode #45 | © 2000 |
| 46. WWO Classics Episode #46 | © 2000 |
| 47. WWO Classics Episode #47 | © 2000 |
| 48. WWO Classics Episode #48 | © 2000 |
| 49. WWO Classics Episode #49 | © 2000 |
| 50. WWO Classics Episode #50 | © 2000 |
| 51. WWO Classics Episode #51 | © 2000 |
| 52. WWO Classics Episode #52 | © 2000 |
| 53. WWO Classics Episode #53 | © 2000 |
| 54. WWO Classics Episode #54 | © 2000 |
| 55. WWO Classics Episode #55 | © 2000 |
| 56. WWO Classics Episode #56 | © 2000 |
| 57. WWO Classics Episode #57 | © 2000 |
| 58. WWO Classics Episode #58 | © 2000 |
| 59. WWO Classics Episode #59 | © 2000 |
| 60. WWO Classics Episode #60 | © 2000 |
| 61. WWO Classics Episode #61 | © 2000 |
| 62. WWO Classics Episode #62 | © 2000 |
| 63. WWO Classics Episode #63 | © 2000 |
| 64. WWO Classics Episode #64 | © 2000 |
| 65. WWO Classics Episode #65 | © 2000 |
| 66. WWO Classics Episode #66 | © 2000 |
| 67. WWO Classics Episode #67 | © 2000 |
| 68. WWO Classics Episode #68 | © 2000 |
| 69. WWO Classics Episode #69 | © 2000 |
| 70. WWO Classics Episode #70 | © 2000 |

EXHIBIT ‘4’

BRI

Bruder Releasing Inc.

79585 Baya

La Quinta, CA 92253

W(310) 829-2222 M(310) 749-2580

www.4BRI.net

Dear Konrad and Katie,

Following is all the documentation needed to show chain-of-title for the BRI licensing of WWO to Televisa.

Thank you and Stay well,

A handwritten signature in black ink, appearing to read "Marc Bruder", written in a cursive style.

Marc Bruder

BRI President

BRI-WWO signed representation agreement for Televisa

BRI
BRUDER RELEASING, INC.

10/10/19

TO: WWO
ATTN: Armando Espinoza

DEAL MEMO:

Bruder Releasing, Inc (BRI) has licensed your title(s) to PPV-Pay Per View and VOID-Video on OTT Broadcast television as indicated below:

TITLE(S) - HD VERSIONS
SYSTEM -

ALL EPISODES
TELEVISION

AIRDATE -
LICENSING FEE -
BRI DIST FEE
LICENSING PERIOD -

November 1, 2019
30% - WITH 10% FOR ANCILLARY RIGHTS
25%

Either Party may terminate this Agreement in the following circumstances: Upon no less than 30 (thirty) days prior written notice to the other party, where either Party to this Agreement is prevented from performing its obligations hereunder by reason of any decision, license condition or regulation of a governmental authority.

TERMS AND CONDITIONS -
TERRITORY-

Non-Exclusive, OTT PPV-VOD, AVOD, FVOD, NVOD,
SVOD for 1 year
All of Latin America

TERMS AND CONDITIONS - Non- Exclusive Rights on SPANISH versions- Latin America. BRI will deduct the cost of Mastering Charges and editing if required from royalties.

INDEMNIFICATION: Producer agrees at it's own expense to indemnify and otherwise hold Agent free and harmless from all legal fees and costs, including title, copyright and all other related rights, but not limited to, damages from Agent arising out of any legal actions and/or claims from the above Picture(s).

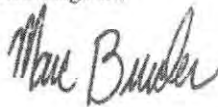
NON-CIRCUMVENTION, NON-DISCLOSURE & CONFIDENTIALITY WORKING AGREEMENT
WHEREAS the undersigned Principals wish to enter into an Agreement and define certain parameters of their Legal obligations to, and with each other relating to certain broadcast systems, platforms, networks, channels and entities being serviced with program licensing by Bruder Releasing, Inc. (BRI) . **Confidentiality:** The terms and conditions of this Agreement are confidential between the parties and shall not be disclosed to anyone else, except as may be necessary to effectuate its terms.

ADDITIONAL MATERIALS REQUIRED ** Box Cover, Cast List, Synopsis, Runtime, DOP in completed metadata sheet

Please have your Masters ready for pick-up and or contact Kenny Land at BRI to schedule a pick up /delivery.

Should you have any questions or require any additional information please do not hesitate to contact me.

Best Regards,



Marc Bruder
President
MB/cp

Approved by:



Armando Espinoza
WWO

EXHIBIT ‘5’

From: [Pam - BRI](#)
To: [Konrad Trope](#)
Cc: [Katie Serviss](#); [Marc - BRI](#)
Subject: FW: PLUTO TV & TELEVISA: WWO /Mexico & Latam= Revenue Share
Date: Friday, December 15, 2023 1:01:30 PM

Best regards,
Pam

Pamela Benny
BRI
Accounting Manager
Phone: 424-625-9811
pam@brivideo.com

NON-DISCLOSURE & CONFIDENTIALITY ANNOUNCEMENT...

This correspondence shall serve in full force and effect the rules and laws of confidentiality and non-circumvention.

From: Marc Bruder <Bruder@brivideo.com>
Sent: Tuesday, June 30, 2020 8:17 AM
To: 'Castro Mario' <mcastro@televisa.com.mx>
Cc: 'de la Vega Galeano Luis Alberto' <lavegag@televisa.com.mx>; penny@brivideo.com; 'Kenny Land' <Kennyl@brivideo.com>; Pamela Benny <pam@brivideo.com>; Vincent Anelle <vincent@brivideo.com>; Lorin Russell <lorin@brivideo.com>
Subject: RE: PLUTO TV & TELEVISA: WWO /Mexico & Latam= Revenue Share

YES brother!!!!

Go do it...make us
some pesos.

Stay well

Marc

Marc Bruder

President

BRI & CED

2020 Broadway

Santa Monica, CA. 90404

USA

T(310) 829-2222 Ext. 100

F(310) 829-0202

M(310) 749-2580

www.4BRI.net

“Where Content Is King”

NON-DISCLOSURE & CONFIDENTIALITY ANNOUNCEMENT...

This correspondence shall serve in full force and effect the rules and laws of confidentiality and non-circumvention

From: Castro Mario [<mailto:mcastro@televisa.com.mx>]

Sent: Monday, June 29, 2020 5:18 PM

To: Marc Bruder

Cc: de la Vega Galeano Luis Alberto

Subject: PLUTO TV & TELEVISA: WWO /Mexico & Latam= Revenue Share

Dear Marc,

I hope you are doing well.

On my side I'm doing well.

I'd like to know if you'll agree to include WWO in Pluto TV platform.

- Pluto Tv:
- It's a platform with more than 50 VOD channels.
- It's service is FREE/ Add Supported
- AVOD
- Pluto Tv will have a Wrestling VOD Channel
- Mexico & Latam
- Revenue Share
- Televisa 50% & Pluto TV 50%
- Non Exclusive
- Starting date: September 2020 Approximate

Looking forward to your comments.

Regards

Mario

“Stay safe”



EXHIBIT ‘6’

From: [Pam - BRI](#)
To: [Konrad Trope](#)
Cc: [Katie Serviss](#); [Marc - BRI](#)
Subject: FW: WWO
Date: Friday, December 15, 2023 12:44:06 PM

Best regards,
Pam

Pamela Benny
BRI
Accounting Manager
Phone: 424-625-9811
pam@brivideo.com

NON-DISCLOSURE & CONFIDENTIALITY ANNOUNCEMENT...

This correspondence shall serve in full force and effect the rules and laws of confidentiality and non-circumvention.

From: Marc Bruder <bruder@brivideo.com>
Sent: Monday, August 08, 2022 10:42 AM
To: mcastro@televisa.com.mx
Cc: Aviva Howard <Aviva@brivideo.com>; Pamela Benny <pam@brivideo.com>; jballeste@univision.net; Aguilar Vazquez Carlos Alberto <caaguilarv@televisa.com.mx>; 'asacasa@univision.net' <asacasa@univision.net>; yayala@univision.net; arovegno@univision.net; rmazon@univision.net
Subject: RE: WWO

My brother Mario, and Televisa/Univision friends,
I hope you and your families are well.
Armando Espinosa JR (Warlock) called to let me know you spoke with him.
I understand that the report you will be sending will not be big but that is ok.
After speaking with The Warlock, we request that you extend the term and add the new shows that WWO will be producing soon.
Let's talk when you have time and stay well,
ALSO, www.4BRI.net has new Spanish Speaking programs for you...we are producing a great series of Christmas movies and would like to talk to you about a strong partnership...the newest Release is called..."**La Segunda Esposa de Papa' Noel**" (Santa's Second Wife...it is going to be great).
(Please note our address change below)

Marc
Marc Bruder
President
BRI & CED

79585 Baya
La Quinta, CA. 92253
T(310) 829-2222
M(310) 749-2580
www.4BRI.net
Content Is King”

NON-DISCLOSURE & CONFIDENTIALITY ANNOUNCEMENT...

This correspondence shall serve in full force and effect the rules and laws of confidentiality and non-circumvention

From: [Pam - BRI](#)
To: [Konrad Trope](#)
Cc: [Katie Serviss](#); [Marc - BRI](#)
Subject: FW: WWO - IN DEMAND Q1 2022 REPORTS- January - March 2022
Date: Friday, December 15, 2023 12:45:34 PM

Best regards,
Pam

Pamela Benny
BRI
Accounting Manager
Phone: 424-625-9811
pam@brivideo.com

NON-DISCLOSURE & CONFIDENTIALITY ANNOUNCEMENT...

This correspondence shall serve in full force and effect the rules and laws of confidentiality and non-circumvention.

From: Armando Espinosa <wwoluchalibre@gmail.com>
Sent: Thursday, June 02, 2022 9:33 AM
To: Pamela Benny <pam@brivideo.com>
Subject: Re: WWO - IN DEMAND Q1 2022 REPORTS- January - March 2022

Ok thank you

On Thu, Jun 2, 2022 at 9:29 AM Pamela Benny <pam@brivideo.com> wrote:

Hi Armando,

Televisa say's they are expecting report next week. I will send to you as soon as I receive it.

Best regards,
Pam

Pamela Benny
CED/BRI
Accounting Manager
Phone: 424-625-9811
pam@brivideo.com

NON-DISCLOSURE & CONFIDENTIALITY ANNOUNCEMENT...

This correspondence shall serve in full force and effect the rules and laws of confidentiality and non-circumvention.

From: Armando Espinosa <wwoluchalibre@gmail.com>
Sent: Wednesday, June 01, 2022 1:10 PM
To: Pamela Benny <pam@brivideo.com>
Subject: Re: WWO - IN DEMAND Q1 2022 REPORTS- January - March 2022

Perfect,

So now we wait for Televisa's report?

On Wed, Jun 1, 2022 at 12:45 PM Pamela Benny <pam@brivideo.com> wrote:

Armando,
See highlighted below in my email. Trying to find the answers!

Best regards,
Pam

Pamela Benny
CED/BRI
Accounting Manager
Phone: 424-625-9811
pam@brivideo.com

NON-DISCLOSURE & CONFIDENTIALITY ANNOUNCEMENT...

This correspondence shall serve in full force and effect the rules and laws of confidentiality and non-circumvention.

From: Armando Espinosa <wwoluchalibre@gmail.com>
Sent: Wednesday, June 01, 2022 12:24 PM
To: Pamela Benny <pam@brivideo.com>
Subject: Re: WWO - IN DEMAND Q1 2022 REPORTS- January - March 2022

Perfect, thank you.

Have you gotten a response from Roku?

On Wed, Jun 1, 2022 at 12:15 PM Pamela Benny <pam@brivideo.com> wrote:

Hi Armando,

Enclosed are the reports for In Demand Q1 2022.
A check will be going out in the mail today.

Please let us know if you have any questions.

Also, we are still working on the Roku investigation and will get back to you with any information we can find out from Roku.

Best regards,
Pam

Pamela Benny
CED/BRI
Accounting Manager
Phone: 424-625-9811
pam@brivideo.com

NON-DISCLOSURE & CONFIDENTIALITY ANNOUNCEMENT...

This correspondence shall serve in full force and effect the rules and laws of confidentiality and non-circumvention.

From: [Pam - BRI](#)
To: [Konrad Trope](#)
Cc: [Katie Serviss](#); [Marc - BRI](#)
Subject: FW: WWO QUARTER 4 2021- IN DEMAND & TELEVISA QTR 3 2021
Date: Friday, December 15, 2023 12:48:30 PM
Attachments: [Televisa Revenue - LATAM Report - Q3 2021 - \(Per Clip\).xlsx](#)

Best regards,
Pam

Pamela Benny
BRI
Accounting Manager
Phone: 424-625-9811
pam@brivideo.com

NON-DISCLOSURE & CONFIDENTIALITY ANNOUNCEMENT...

This correspondence shall serve in full force and effect the rules and laws of confidentiality and non-circumvention.

From: Pamela Benny
Sent: Wednesday, March 02, 2022 1:13 PM
To: Marc Bruder <bruder@brivideo.com>; Armando Espinosa <wwoluchalibre@gmail.com>
Cc: Aviva Howard <Aviva@brivideo.com>
Subject: RE: WWO QUARTER 4 2021- IN DEMAND & TELEVISA QTR 3 2021

Hi Armando,

Enclosed is the one and only report we have received from Televisa. Quarter 3 2021.

I will also include this payment, along with any other report I receive before sending check to WWO.

Best regards,
Pam

Pamela Benny
CED/BRI
Accounting Manager
Phone: 424-625-9811
pam@brivideo.com

NON-DISCLOSURE & CONFIDENTIALITY ANNOUNCEMENT...

This correspondence shall serve in full force and effect the rules and laws of confidentiality and non-circumvention.

From: Marc Bruder <bruder@brivideo.com>

Sent: Wednesday, March 02, 2022 1:07 PM

To: Armando Espinosa <wwoluchalibre@gmail.com>

Cc: Aviva Howard <Aviva@brivideo.com>; Pamela Benny <pam@brivideo.com>

Subject: Re: WWO QUARTER 4 2021- IN DEMAND

Pam will get the reports and Mario is asking when ne shows are ready, so is iNDemand and VA Media l'm Australia and the new fast channels. Let us know when new shows are ready please

Sent from my iPhone

On Mar 2, 2022, at 12:58 PM, Armando Espinosa <wwoluchalibre@gmail.com> wrote:

Perfect, also, per Mario Castro, you should be getting a report from Televisa (PlutoTV) soon.

On Wed, Mar 2, 2022 at 10:49 AM Marc Bruder <bruder@brivideo.com> wrote:

Any new shows?

Sent from my iPhone

On Mar 2, 2022, at 10:48 AM, Pamela Benny <pam@brivideo.com> wrote:

Hi Armando,

I hope you are doing well.

Enclosed is the 4th Quarter 2021 Revenue Report for In Demand.

We will get a check out to you shortly for the balance due of \$614.50.

Please let us know if you have any questions.

Best regards,
Pam

Pamela Benny
CED/BRI
Accounting Manager
Phone: 424-625-9811
pam@brivideo.com

NON-DISCLOSURE & CONFIDENTIALITY ANNOUNCEMENT...

This correspondence shall serve in full force and effect the rules and laws of confidentiality and non-circumvention.

EXHIBIT ‘7’

From: [Pam - BRI](#)
To: [Konrad Trope](#)
Cc: [Katie Serviss](#); [Marc - BRI](#)
Subject: FW: WWO for Pluto direct with BRI and more
Date: Friday, December 15, 2023 12:42:22 PM
Attachments: [image002.png](#)
[image001.png](#)
[image005.png](#)
[image003.png](#)
[image004.png](#)
[image006.png](#)

Best regards,
Pam

Pamela Benny
BRI
Accounting Manager
Phone: 424-625-9811
pam@brivideo.com

NON-DISCLOSURE & CONFIDENTIALITY ANNOUNCEMENT...

This correspondence shall serve in full force and effect the rules and laws of confidentiality and non-circumvention.

From: Marc Bruder <bruder@brivideo.com>
Sent: Thursday, August 18, 2022 8:40 AM
To: Ojito, Yanaice <Yanaice.Ojito@vimn.com>
Cc: mcastro@televisa.com.mx; Aviva Howard <Aviva@brivideo.com>; Pamela Benny <pam@brivideo.com>; Figueredo, Florencia <Florencia.Figueredo@vimn.com>; Arias, Eduardo <Eduardo.Arias@vimn.com>
Subject: Re: WWO for Pluto direct with BRI and more

What about other content we have for you in Spanish language at www.4BRI.net let's talk soon

Sent from my iPhone

On Aug 18, 2022, at 8:33 AM, Ojito, Yanaice <Yanaice.Ojito@vimn.com> wrote:

Hi Marc,

Being that the current volume of WWO hours is only 14, the programming team has decided to pass on renewing.

In the even that there's a significant volume increase we can continue conversations.

As for the avails sent a few weeks back, I do apologize in the delay in getting that evaluation back to you.

The team is working through a thick backlog of evaluations but I should be getting back to you on that shortly.

Best,
Yani



YANI OJITO

SR. MANAGER – CONTENT PARTNERSHIPS

Mail: Yanaice.Ojito@vimn.com | Miami, FL.

From: Marc Bruder <bruder@brivideo.com>
Sent: Wednesday, August 17, 2022 11:30 PM
To: mcastro@televisa.com.mx; Ojito, Yanaice <Yanaice.Ojito@vimn.com>
Cc: Aviva Howard <Aviva@brivideo.com>; Pamela Benny <pam@brivideo.com>;
Figueredo, Florencia <Florencia.Figueredo@vimn.com>; Arias, Eduardo
<Eduardo.Arias@vimn.com>
Subject: RE: WWO for Pluto direct with BRI and more

External Email

Yanaice...do you need anything from BRI regarding WWO?
Please send the licensing agreement at your earliest convenience.
Stay well,
Abrazo

Marc

Marc Bruder

President

BRI & CED

T(310) 829-2222

M(310) 749-2580

www.4BRI.net

Content Is King"

NON-DISCLOSURE & CONFIDENTIALITY ANNOUNCEMENT...

This correspondence shall serve in full force and effect the rules and laws of confidentiality and non-circumvention

From: Castro Mario <mcastro@televisa.com.mx>

Sent: Tuesday, August 9, 2022 9:54 AM

To: Marc Bruder <bruder@brivideo.com>; Ojito, Yanaice <Yanaice.Ojito@vimn.com>
Cc: Aviva Howard <Aviva@brivideo.com>; Pamela Benny <pam@brivideo.com>;
Figueredo, Florencia <Florencia.Figueredo@vimn.com>; Arias, Eduardo
<Eduardo.Arias@vimn.com>
Subject: RE: WWO for Pluto direct with BRI and more

Dear Yani,

Le me introduce Marc Bruder from BRI based in la Quinta California.

As you'll see on the following email Marc has the interest to continue the Business relationship directly with Pluto TV.

I'd appreciate it to coordinate with him the next steps to keep the WWO and additional episodes in Pluto TV.

Thanks all for your help and support.

Sincerely

Mario



From: Marc Bruder <bruder@brivideo.com>
Sent: Tuesday, August 9, 2022 12:46 PM
To: Castro Mario <mcastro@televisa.com.mx>
Cc: Aviva Howard <Aviva@brivideo.com>; Pamela Benny <pam@brivideo.com>
Subject: WWO for Pluto direct with BRI and more

[Remitente Externo]

El correo recibido proviene de una dirección externa a la organización, por favor verificar el remitente y el contenido así como los archivos y vínculos incluidos.

Thanks for the call brother...yes! We can go directly with Pluto and the WWO series... also will introduce everything else in Spanish language at www.4BRI.net to Pluto...you can share this email with your Pluto contact.

Be well Mario.

Marc

Marc Bruder
President

BRI & CED

79585 Baya

La Quinta, CA. 92253

T(310) 829-2222

M(310) 749-2580

www.4BRI.net

Content Is King"

NON-DISCLOSURE & CONFIDENTIALITY ANNOUNCEMENT...

This correspondence shall serve in full force and effect the rules and laws of confidentiality and non-circumvention

EXHIBIT ‘8’



October 30, 2023

Alejandro Sacasa (Televisa/Univision),
Douglas Welch (Televisa/Univision),
Yuri Ayala (Televisa/Univision),
Jorge Balleste (Televisa/Univision),
Mario Castro (Televisa/Univision),
Karina Etchison (Televisa/Univision),
Luis Alberto de la Vega Galeano (Televisa/Univision),
Yanaice Ojito (Viacom/PlutoTv),
Eduardo Arias (Viacom/PlutoTv),
Florescia Figueredo (Viacom/PlutoTv),
Marc Bruder (Bruder Releasing),
Aviva Howard (Bruder Releasing),
Pamela Benny (Bruder Releasing).

RE: FINAL NOTICE BEFORE LEGAL ACTION AGAINST ALL PARTIES

Our content distributor, Bruder Releasing, has repeatedly contacted you regarding the unlicensed appropriation of our World Wrestling Organization program content. They have provided you with a copy of the licensing agreement that was originally signed with Televisa for Latin America on November 25, 2019, but was subsequently cancelled by Televisa in August of 2022, as they stated PlutoTv had no additional interest in airing the content. Also, according to Mario Castro in an email dated August 19, 2022, he stated they had deleted the episodes off their drives.

On August 21, 2023, I notified Bruder Releasing that PlutoTv was airing World Wrestling Organization program content, to which they have no license to do so. Bruder Releasing has repeatedly attempted to contact Televisa, PlutoTv, Claxson, with all eventually pointing out that Televisa is the one that provided the program content to PlutoTv.

Due to your lack of professionalism in responding to Bruder Releasing in order to remedy the claims brought on you, we have turned over all the information to our legal department and have instructed them to commence both a lawsuit and audit against all parties here named above.

However, there is still time to avoid such a lawsuit and audit if you contact Bruder Releasing within the next three (3) days. This will be your final opportunity to resolve the matter without the added expense of court proceedings. All the charges regarding court orders and other legal proceedings or any other amount related to this legal action shall also be paid by you in addition to all monies due to the World Wrestling Organization.

Sincerely,

A handwritten signature in dark ink, appearing to read "Armando Espinosa Jr.", is written over a horizontal line.

Armando Espinosa Jr.
COO - Talent, Live Events & Creative

EXHIBIT ‘9’

Revenue received after Televisa-MTVNLA license agreement terminated				
Row Labels	Sum of Partner Rev Share Usd	Costs (overages)	Payout	
9/1/2022	\$ 30.16	\$ -	\$ 30.16	
10/1/2022	\$ 31.08	\$ 5.41	\$ 25.67	
11/1/2022	\$ 62.51	\$ 5.41	\$ 57.10	
12/1/2022	\$ 105.86	\$ 5.41	\$ 100.45	
1/1/2023	\$ 29.13	\$ 1.04	\$ 28.10	
2/1/2023	\$ 27.33	\$ 1.04	\$ 26.29	
3/1/2023	\$ 33.36	\$ 1.04	\$ 32.32	
4/1/2023	\$ 2.40	\$ -	\$ 2.40	
5/1/2023	\$ 46.90	\$ -	\$ 46.90	
6/1/2023	\$ 89.26	\$ -	\$ 89.26	
7/1/2023	\$ 27.11	\$ -	\$ 27.11	
8/1/2023	\$ 18.20	\$ -	\$ 18.20	
9/1/2023	\$ 60.65	\$ -	\$ 60.65	
10/1/2023	\$ 53.86	\$ -	\$ 53.86	
Grand Total	\$ 617.82	\$ 19.33	\$ 598.49	