

1 Nicholas Ranallo, Attorney at Law  
2 Cal Bar. #275016  
3 10411 Alderbrook Pl. NW  
4 Seattle, WA 98177  
5 Telephone No.: (831) 607-9229  
6 Fax No.: (831) 533-5073  
7 Email: [nick@ranallolawoffice.com](mailto:nick@ranallolawoffice.com)  
8 Attorney for Plaintiff

**FILED**  
Clerk of the Superior Court

JUL 03 2017

By: T. Cook, Deputy

6 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
7 **COUNTY OF SAN DIEGO**

9 James Davis, a California individual  
10 Plaintiff,

Case No. 37-2017-00024909-CU-BT-CTL

**COMPLAINT WITH JURY DEMAND**

11 v.

12 Carl Crowell, an individual residing in  
13 Oregon;  
14 Voltage Pictures, LLC, a California limited  
15 liability company;  
16 Millennium Films, Inc., a Delaware  
17 corporation;  
18 Cell Film Holdings, LLC, a Delaware limited  
19 liability company  
20 Dallas Buyers Club, LLC a Texas limited  
21 liability company;  
22 Cobble Nevada, LLC, a Nevada limited  
23 liability company;  
24 LHF Productions, Inc., a Nevada corporation;  
25 Criminal Productions, Inc., a Nevada  
26 corporation;  
27 September Productions, Inc., a Nevada  
28 corporation;  
QOTD Film Investment Ltd, a United  
Kingdom entity of unknown form;  
Guardaley, LLC; a German entity of unknown  
form;  
APMC, a German entity of unknown form;  
InterallIP, LLP; a UK limited liability  
partnership;  
and DOES 1-10;

Defendant

- 1) **FRAUDULENT INDUCEMENT INTO CONTRACT**
- 2) **INTENTIONAL MISREPRESENTATION (DECEIT)**
- 3) **VIOLATION OF BUSINESS AND PROFESSIONS CODE 17200**
- 4) **UNJUST ENRICHMENT**
- 5) **QUANTUM MERUIT**
- 6) **BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING**

**UNLIMITED CIVIL CASE**

VIA FAX

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

**INTRODUCTION**

1. This matter concerns an Oregon lawyer, Carl Crowell ("Crowell") falsely representing to his old law school classmate, James Davis, that he had a good litigation business opportunity pursuing litigation for movie studios against thousands of consumers in California. (the "Copyright Litigation Campaign").

2. The lawsuits in the Copyright Litigation Campaign were brought in the name of special purpose entities corresponding to each individual film that was allegedly infringed, including, inter alia, Dallas Buyer's Club, LLC, and Cobbler Nevada, LLC.

3. As described herein, Davis later discovered that Crowell, in connection with and on behalf of the other named defendants, misrepresented the true nature of the Copyright Litigation Campaign, including the ownership of the works at issue and the role of the various third-parties involved in the litigation.

4. At the time of his withdrawal, Davis had filed 58 cases on behalf of the Copyright Litigation Campaign.

5. Plaintiff does not have a written fee agreement with any of the Defendant parties.

**PARTIES**

6. Plaintiff James Davis ("Plaintiff" or "Davis") is an attorney licensed in Oregon and California, and residing in San Diego County, California.

7. Defendant Carl Crowell ("Crowell") is an attorney located in the State of Oregon. Crowell operates an unregistered Oregon business website, [www.rightsenforcement.com](http://www.rightsenforcement.com), to collect money for film enforcement, "Rightsenforcement.com". He further operates an unregistered Oregon business known as APMC (APMC Oregon) where he has received billing invoices from local counsel in Louisiana. Upon information and belief, Rightsenforcement.com and/or APMC Oregon are related to, or successor entities of defendants in this matter.

1 8. Defendant Voltage Pictures, LLC is a California limited liability company that maintains  
2 an interest in many of the underlying special purpose movie entities that have filed suit within the  
3 County of San Diego based on the alleged infringements of its works.

4 9. Defendant Millennium Films, Inc., ("Millennium") is a Delaware corporation with a  
5 principle place of business in California. Millennium maintains an interest in many of the  
6 underlying special purpose movie entities that have filed suit within the County of San Diego  
7 based on the alleged infringement of its underlying works.

8  
9 10. Defendant Cell Film Holdings, LLC ("Cell") is a Delaware limited liability company.  
10 Plaintiff filed numerous lawsuits, including lawsuits within the County of San Diego that were  
11 purportedly on behalf of Cell based on the alleged infringement of the film *Cell*.

12 11. Defendant Dallas Buyers Club, LLC ("DBC") is a Texas Limited Liability Company.  
13 Plaintiff filed numerous lawsuits, including lawsuits within the County of San Diego that were  
14 purportedly on behalf of DBC based on the alleged infringement of the film *Dallas Buyer's Club*.

15  
16 12. Defendant Cobbler Nevada, LLC ("Cobbler") is a Nevada limited liability company.  
17 Plaintiff filed lawsuits, including lawsuits within the County of San Diego that were purportedly  
18 on behalf of Cobbler and based on the alleged infringement of *The Cobbler*.

19 13. Defendant QOTD Film Investment, Ltd., ("QOTD") is a UK limited company. Plaintiff  
20 filed lawsuits, including lawsuits within the County of San Diego, that were purportedly on behalf  
21 of QOTD and were based on the alleged infringement of the film *Queen of the Desert*.

22  
23 14. Defendant LHF Productions, Inc., is a Nevada limited liability company associated with  
24 Millennium Films. Plaintiff filed lawsuits, including lawsuits within the County of San Diego,  
25 that were purportedly on behalf of LHF Productions, Inc., and were based on the purported  
26 infringement of the film *London Has Fallen*.

27 15. Defendant Criminal Productions, Inc., ("Criminal") is a Nevada corporation associated  
28

1 with Millennium Films. Plaintiff filed lawsuits, including lawsuits within the County of San  
2 Diego, that were purportedly on behalf of Criminal and were based on the purported infringement  
3 of the film *Criminal*.

4 16. Defendant September Productions, Inc. ("September Productions") is Nevada corporation  
5 associated with Millennium Films. Plaintiff filed lawsuit(s), including lawsuits within the County  
6 of San Diego, that were purportedly on behalf of September Productions and were based on the  
7 purported infringement of the film *Septembers of Shiraz*.

8 17. Interallip, LLP (Interallip) is a limited liability partnership located in London, England.  
9 Upon information and belief, InterallIP is controlled by Ben Perino and Patrick Achache, who  
10 also control Defendant Guardaley, as described herein.

11 18. Defendant APMC is a German entity of unknown form. Defendant APMC participates in  
12 or otherwise controls the Copyright Litigation campaign described herein. Upon information  
13 and belief, APMC is controlled by Ben Perino and Patrick Achache.

14 19. Guardaley is a German entity that participates and/or controls the Copyright Litigation  
15 campaign described herein. Upon information and belief, Guardaley is controlled by Ben Perino  
16 and Patrick Achache.

17 20. The previously-identified Defendants partner with Guardaley and its front companies, to  
18 gather purported evidence of copyright infringement in furtherance of the Copyright Litigation  
19 Campaign.

20 21. Davis is ignorant of the true names and capacities of defendants sued herein as DOES 1  
21 through 10 ("Doe Defendants"), inclusive, and therefore sues these defendants by such fictitious  
22 names. Davis will amend this Complaint to allege their true names and capacities when ascertained.  
23 Davis upon information and belief, alleges that each of the Doe Defendants is subject to the  
24 jurisdiction of this Court in the State of California.  
25  
26  
27  
28

1 22. Each of the Doe Defendants herein was, at all times relevant to this action, the express or  
2 implied employee, agent, supervisor, managerial employee, partner, or other representative of the  
3 Defendants and named acted at least in part within the scope and course of that relationship

4 23. This Court has personal jurisdiction over Defendants, as each Defendant has sufficient  
5 minimum contacts with the State of California, including, inter alia, filing lawsuits or directing the  
6 filing of lawsuits in California federal courts as part of the Copyright Litigation Campaign  
7 described herein.  
8

9 24. A substantial portion of the events or omissions giving rise to the claim occurred in the  
10 State and within the County of San Diego.  
11

12 **ALLEGATIONS COMMON TO ALL COUNTS**

13 25. Prior to the events outlined herein, Mr. Davis's legal practice was primarily limited  
14 to immigration law and, as a result, Mr. Davis was unfamiliar with civil copyright litigation.

15 26. In or around March, 2015, Crowell approached Davis on his own or, alternately, on  
16 behalf of the Defendants involved in the Copyright Litigation Campaign to secure Mr. Davis'  
17 participation in the campaign.

18 27. In so doing, Crowell and other Defendants made numerous false representations to  
19 Davis designed to secure Davis' participation in the Copyright Litigation Campaign.

20 28. Crowell and other Defendants withheld numerous material facts that were known to  
21 Crowell and the knowledge of which would have cast doubt on the value and ethical propriety of  
22 the Copyright Litigation Campaign for Mr. Davis.

23 29. As a result of Crowell's and other Defendants' misrepresentations and failures to  
24 disclose material facts, Davis agreed to participate in the Copyright Litigation Campaign.

25 30. Defendants were aware that the representations as to the ownership of the relevant  
26 entities and propriety of the underlying claims were false and used to deceive Plaintiff in to  
27 participating in the Defendant's scheme.

28 31. Defendants further deceived or mislead Plaintiff by having an undisclosed

1 agreement regarding the rights and responsibilities of the parties.

2 32. During the course of his participation in the Copyright Litigation Campaign, Davis  
3 began to slowly learn the true facts behind the campaign.

4 33. On or around August, 2016, a defendant in the Northern District of California filed  
5 a motion seeking to require DBC to post a bond. The motion included numerous facts calling into  
6 question the propriety of the DBC lawsuits and, by extension, the entire Copyright Litigation  
7 Campaign.

8 34. In the course of preparing a response to the motion, Davis began asking questions  
9 and uncovering facts that undermined Defendants' representations and Davis' belief in the value  
10 and ethical propriety of the Copyright Litigation Campaign.

11 35. Davis then began to aggressively seek further information from Crowell and  
12 Defendants regarding the overall structure of the litigation and the factual and legal support  
13 underlying it. Davis got limited responses, excuses, and delays.

14 36. In November, 2016, Judge William V. Gallo the Southern District of California  
15 ordered LHF Production Inc. to Show Cause why two matters should not be dismissed. A hearing  
16 on the order was scheduled and the copyright holder was ordered to appear.

17 37. In preparing to respond to the Order to Show Cause, Davis learned still further facts  
18 that contradicted the representations made by Crowell and Defendants.

19 38. Following a meeting in Santa Monica with several of the principles of the  
20 Copyright Litigation Campaign, Mr. Davis concluded that both the legal and factual basis of the  
21 Copyright Litigation campaign were unsound, and that each had been misrepresented to him.

22 39. Davis, after consideration, informed Crowell, Achache, and Perino that he would  
23 withdraw from all matters. For pending cases, Davis took no actions to harm the interests of the  
24 film studios.

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

**FIRST CAUSE OF ACTION – FRAUDULENT INDUCEMENT IN CONTRACT**

40. Plaintiff repeats the allegations of paragraphs 1-39 as though fully set forth herein.

41. Defendants, via their agent Crowell, made numerous misrepresentations to Davis with the intent of securing Davis' participation in the copyright litigation campaign.

42. Davis justifiably relied on the misrepresentations set forth herein.

43. As a result of these misrepresentations, Davis agreed to participate in the Copyright Litigation Campaign under the mistaken belief that the litigation was legally and factually supported and that the required parties would provide necessary participation and support for the Copyright Litigation Campaign.

44. Davis suffered damages as a result of his participation in the Copyright Litigation Campaign, including cost of staffing, office and equipment, and reputation and numerous uncompensated hours spent laboring on cases that were legally and factually infirm.

**SECOND CAUSE OF ACTION – INTENTIONAL MISREPRESENTATION**

**(DECEIT)**

45. Plaintiff repeats the allegations of paragraphs 1-44 as though fully set forth herein.

46. As a result of Defendants' deceit, Davis agreed to participate in the Copyright Litigation Campaign under the mistaken belief that the litigation was legally and factually supported and that the required parties would provide necessary participation and support for the Copyright Litigation Campaign.

47. Davis suffered damages as a result of his participation in the Copyright Litigation Campaign, including cost of staffing, office and equipment, and reputation and numerous hours spent laboring on cases that were legally and factually infirm.

1                   **THIRD CAUSE OF ACTION – VIOLATION OF CALIFORNIA BUSINESS AND**  
2   **PROFESSIONS CODE §17200**

3           48.     Plaintiff repeats the allegations of paragraphs 1-47 as though fully set forth herein.

4           49.     Defendants' business practices are unfair, unlawful, and fraudulent.

5           50.     Davis has suffered monetary damage as a direct result of the unfair, unlawful, and  
6 fraudulent business practices set forth herein.

7  
8                   **FOURTH CAUSE OF ACTION – UNJUST ENRICHMENT**

9           51.     Plaintiff repeats the allegations of paragraphs 1-50 as though fully set forth herein.

10          52.     Defendants have been unjustly enriched as a result of Davis rendering services in  
11 cases that lacked a valid legal or factual basis and were therefore impossible for Davis to  
12 successfully litigate. These benefits included, but are not limited to, the deterrent effect of  
13 litigation on the piracy of Defendant's works.

14          53.     As a result of the foregoing, Davis is entitled to the reasonable value of his  
15 services, measured by the Lodestar method.

16  
17                   **FIFTH CAUSE OF ACTION – QUANTUM MERUIT**

18          54.     Plaintiff repeats the allegations of paragraphs 1-53 as though fully set forth herein.

19          55.     As set forth herein, Davis rendered substantial services to Defendants with the  
20 expectation that he would be compensated.

21          56.     Davis did not have a written fee agreement with any Defendant.

22          57.     Attorneys may recover the reasonable value of their services when their fee  
23 contracts are invalid or unenforceable.

24          58.     As a result of the foregoing, Davis is entitled to the reasonable value of his  
25 services, measured by the Lodestar method.





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

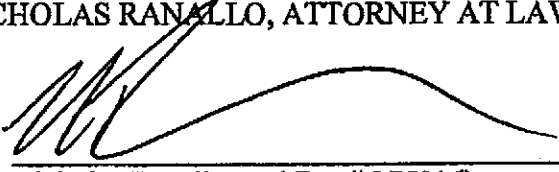
**Demand for Jury Trial**

Plaintiff hereby demands trial by jury on all issues triable by jury.

DATED: June 30, 2017

NICHOLAS RANALLO, ATTORNEY AT LAW

By:



---

Nicholas Ranallo (Cal Bar # 275016)  
10411 Alderbrook Pl. NW  
Seattle, WA 98177  
(831) 607-9229  
Fax: (831) 533-5073  
nick@ranallolawoffice.com