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14 **DUSTIN LANCE BLACK**

15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**

17 **DUSTIN LANCE BLACK, an**
18 **individual,**

19 **Plaintiff,**

20 **v.**

21 **STARZLIFE, INC., an entity of**
22 **unknown form d/b/a Starzlife and**
23 **d/b/a Starzlife.com; NATHANIEL**
24 **THOMAS CONRAD FOLKS, an**
25 **individual; MICHAEL LAWRENCE,**
26 **an individual; TRACI RAITT, an**
27 **individual; SCOTT ALLEN**
28 **ENTERTAINMENT, INC., an**
unregistered fictitious entity;
STEVEN LENEHAN, an individual;
KELLY STAGG-LENEHAN, an
individual; SERGEY KNAZEV, an
individual; JESSICA JOHNSON, an
individual; ZAC ALBRIGHT, an
individual; and DOES 1-10, inclusive,

Defendants.

CASE NO. /

CV 09-05380 RGK (RCx)

COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF BASED ON:

1. **INVASION OF PRIVACY (PUBLICATION OF PRIVATE FACTS)**
2. **COPYRIGHT INFRINGEMENT**
3. **VIOLATION OF COMMON LAW RIGHT OF PUBLICITY**
4. **VIOLATION OF CA CIVIL CODE §3344**
5. **UNFAIR COMPETITION AND UNFAIR BUSINESS PRACTICES (BUS. & PROF. CODE §§17200 AND 17500 ET SEQ.)**
6. **FRAUD**
7. **FRAUD**
8. **CONVERSION**
9. **ACCOUNTING**
10. **CONSTRUCTIVE TRUST**
11. **INJUNCTIVE RELIEF**

[JURY TRIAL DEMANDED]

CONFORMED COPY

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1 Plaintiff DUSTIN LANCE BLACK (“Black” and/or “Plaintiff”) alleges as
2 follows:

3 **THE NATURE OF THIS ACTION**

4 1. This is an action to enjoin and obtain redress for the Defendants’
5 unauthorized and despicable schemes to disseminate and commercially exploit a
6 private and highly confidential stolen video and photos depicting private sexual
7 relations between two consenting adults which took place nearly three years ago.

8 2. This action is necessitated by Defendants Starzlife, Steven Lenehan,
9 Sergey Knazev, Jessica Johnson, Zac Albright, Nathan Folks and Michael
10 Lawrence’s, and their related entities’ and co-conspirator’s, fraud, blatant violation
11 of Black’s right of privacy, violation of copyright, wrongful conversion of valuable
12 private and personal property, wrongful disclosure of the contents of the private and
13 personal property, unauthorized commercial exploitation of the name and photograph
14 of Black, and unfair competition and business practices, among other deceit and
15 calculated wrongful and tortious conduct.

16 3. Defendants Nathan Folks (“Folks”), of Usonian Entertainment, Inc.,
17 and Michael Lawrence (“Lawrence”), of ML Motors Direct, both doing business
18 under the guise of the fictitious name Scott Allen Entertainment, Inc (“SAEI”), each
19 initially set this action in motion by engaging in a pervasive fraud in efforts to
20 wrongfully commercially exploit a stolen private and personal video capturing
21 Academy Award-winning screenwriter Black (the “Video”). Thereafter, Folks and
22 Lawrence, under the guise of SAEI, provided the converted private Video to
23 Defendant Starzlife, and thereby to its operators Steven Lenehan, Sergey Knazev,
24 Jessica Johnson and Zac Albright, who themselves each engaged in a pervasive fraud
25 and conspiracy in further efforts to commercially exploit and capitalize on the
26 unlawfully obtained private Video. All such activity is without the approval or
27 authority of Black.

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ALLEGATIONS COMMON TO ALL CLAIMS

JURISDICTION AND VENUE

4. This action arises, in part, under the United States Copyright Act, 17 U.S.C. Sections 101 et seq., based on acts of copyright infringement committed in the United States, as well as under the common law right of privacy, statutory and common law right of publicity and unfair competition and unfair business practices laws of the State of California. This Court has federal question jurisdiction over this matter pursuant to 28 U.S.C. §§ 1131 and 1338, and supplemental jurisdiction over Plaintiff’s claims arising under California law pursuant to 28 U.S.C. § 1367, because they flow from a common nucleus of operative facts.

5. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391 (b), (c) and 1400(a) because Defendants, and each of them, are subject to personal jurisdiction in this District, a substantial part of the events, acts and/or omissions giving rise to the claims herein occurred in this District and/or this is a District where at least seven of ten Defendant(s) reside or may be found.

THE PARTIES

6. Plaintiff DUSTIN LANCE BLACK (“Plaintiff” or “Black”) is, and at all times relevant hereto has been, an individual residing and doing business in the County of Los Angeles, State of California. Black is an Academy Award-winning motion picture screenwriter and accomplished television screenwriter and producer. His motion picture credits include “*Milk*,” for which he won the coveted Academy Award in 2009, and his television writing and production credits include the highly acclaimed HBO television series entitled “*Big Love*.” Black is an avid proponent for, and prominently involved in, the advocacy of the advancement of Lesbian, Gay, Bisexual and Transgender (“LGBT”) issues and rights.

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1 7. Plaintiff is informed and believes and based thereon alleges that
2 Defendant STARZLIFE, INC (“Starzlife”), which operates and does business as
3 Starzlife and the gossip website <Starzlife.com>, is, and at all times relevant
4 hereto was, an entity of unknown type and origin that is, and at all times relevant
5 hereto was, doing business in the City of Los Angeles, State of California as an
6 unregistered paparazzi photo agency front and Internet gossip webblog operator.

7 8. Plaintiff is informed and believes and based thereon alleges that
8 Defendant NATHANIEL THOMAS CONRAD FOLKS (“Folks”) is, and at all times
9 relevant hereto has been, an individual residing and doing business in the County of
10 Los Angeles, State of California. Plaintiff is informed and believes and thereon
11 alleges that Folks has worked in the entertainment industry for over a decade, and
12 is an aspiring writer and producer who owns and operates Usonian Entertainment,
13 Inc. and Folks LLC. Plaintiff is informed and believes and thereon alleges that
14 Defendant Folks is an agent of, owner of and/or principal in SAEI, an unregistered
15 fictitious entity that he co-created as a front by which to operate his fraudulent
16 scheme to wrongfully commercially exploit the Video and otherwise violate Black’s
17 rights.

18 9. Plaintiff is informed and believes and based thereon alleges that
19 Defendant MICHAEL LAWRENCE (“Lawrence”) is, and at all times relevant
20 hereto has been, an individual residing and doing business in the County of Orange,
21 State of California, and doing business in the County of Los Angeles. Plaintiff is
22 informed and believes and thereon alleges that Lawrence owns and operates a
23 number of leveraged companies, including used car reseller ML Motors Direct in
24 Costa Mesa. Plaintiff is informed and believes and thereon alleges that Lawrence
25 is an agent of, owner of and/or principal in SAEI, an unregistered fictitious entity
26 that he co-created as a front -- operating out of the location of his ML Motors Direct
27 -- by which to operate his fraudulent scheme to wrongfully commercially exploit the
28 Video and otherwise violate Black’s rights.

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1 10. Plaintiff is informed and believes and based thereon alleges that
2 Defendant TRACI RAITT (“Raitt”) is, and at all times relevant hereto has been, an
3 individual residing in the State of Michigan and doing business in the County of Los
4 Angeles, State of California. Plaintiff is informed and believes and based thereon
5 allege that Raitt purports to be and/or holds herself out as a Managing Member of
6 SAEI, an unregistered fictitious entity created for the purpose of engaging in fraud
7 and other wrongful conduct.

8 11. Plaintiff is informed and believes and based thereon alleges that
9 Defendant SCOTT ALLEN ENTERTAINMENT, INC. (“SAEI”) is, and at all times
10 relevant hereto has been, an unregistered fictitious entity created by Folks and
11 Lawrence for the purpose of engaging in fraud and other wrongful conduct, which
12 conducts business in the Counties of Los Angeles and Orange, State of California.

13 12. Plaintiff is informed and believes and based thereon alleges that
14 Defendant STEVEN LENEHAN (“Lenehan”) is, and at all times relevant hereto has
15 been, an individual residing and doing business in the County of Los Angeles, State
16 of California. Plaintiff is informed and believes and based thereon alleged that
17 Lenehan, a British foreign citizen and gay man who is engaged in a fraudulent sham
18 marriage to stay in the US, co-owns and operates the unregistered paparazzi photo
19 agency front Starzlife and corresponding Starzlife.com gossip webblog.

20 13. Plaintiff is informed and believes and based thereon alleges that
21 Defendant KELLY STAGG-LENEHAN (“Stagg-Lenehan”) is, and at all times
22 relevant hereto has been, an individual residing and doing business in the County of
23 Los Angeles, State of California. Plaintiff is informed and believes and based
24 thereon allege that Stagg-Lenehan, who is engaged in a fraudulent sham marriage
25 with foreign citizen Lenehan, co-owns and operates the unregistered paparazzi photo
26 agency Starzlife and Starzlife.com gossip webblog.

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1 14. Plaintiff is informed and believes and based thereon alleges that
2 Defendant SERGEY KNAZEV (“Knazev”) and also known as Serge Knazev and
3 Serge Knazey, is, and at all times relevant hereto has been, an individual residing
4 and doing business in the County of Los Angeles, State of California. Plaintiff is
5 informed and believes and based thereon alleged that Knazev is the CEO of and co-
6 owns and/or co-operates the unregistered paparazzi photo agency Starzlife and
7 corresponding Starzlife.com gossip weblog.

8 15. Plaintiff is informed and believes and based thereon alleges that
9 Defendant JESSICA JOHNSON (“Johnson”), is, and at all times relevant hereto has
10 been, an individual residing and doing business in the County of Los Angeles, State
11 of California. Plaintiff is informed and believes and based thereon allege that
12 Johnson is an employee, agent and/or operator of Starzlife and Lenehan’s partner.

13 16. Plaintiff is informed and believes and based thereon alleges that
14 Defendant ZAC ALBRIGHT (“Albright”), is, and at all times relevant hereto has
15 been, an individual residing and doing business in the County of Los Angeles, State
16 of California. Plaintiff is informed and believes and based thereon allege that
17 Albright is an employee, agent and/or operator of Starzlife.

18 17. Plaintiffs are presently unaware of the true names and capacities of
19 Defendants sued herein as Does 1 through 10, inclusive, and therefore sue said
20 Defendants by such fictitious names. Plaintiff will amend this Complaint to allege
21 the true names and capacities of such fictitiously named Defendants when the same
22 have been ascertained. Plaintiff is informed and believes and based thereon alleges
23 that each of the fictitiously named Defendants is responsible in some manner for the
24 occurrences, acts and omissions alleged herein and that Plaintiff’s damages were
25 proximately caused by their conduct. Hereinafter all Defendants including Doe
26 Defendants will sometimes be referred to collectively as “Defendants.” For
27 convenience, each reference to a named Defendant herein shall also refer to the Doe
28 Defendants, and each of them.

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1 18. Plaintiff is informed and believes and based thereon alleges that at all
2 material times Defendants, and each of them, were the agents, employees, partners,
3 joint venturers, co-conspirators, owners, principals, and employers of the remaining
4 Defendants, and each of them, and are, and at all times herein mentioned were,
5 acting within the course and scope of that agency, employment, partnership,
6 conspiracy, ownership or joint venture. Plaintiff is further informed and believes
7 and based thereon alleges that the acts and conduct alleged herein were known to,
8 and authorized or ratified by, the officers, directors, and managing agents of
9 Defendant corporations or business entities, and each of them.

10

11 **BACKGROUND AND NATURE OF THIS ACTION**

12 19. Until recently, Plaintiff had no knowledge that the intimate matters
13 depicted in the private, personal and highly confidential Video were captured on film
14 (versus a few non-identifiable still images that he thought had been deleted), nor did
15 he authorize or consent to it. To the contrary, Plaintiff had a reasonable expectation
16 of privacy in his intimate activities and reasonably believed that his privacy was safe
17 and protected. Plaintiff's privacy has now been shattered.

18 20. Following Black's surge into public life and prominence with his
19 Academy Award-winning screenplay for the motion picture "*Milk*," Defendants, in
20 an outrageous and calculated intentional invasion of Plaintiff's privacy, have
21 colluded in a scheme to fraudulently sell, disseminate and exploit the Video for
22 profit. Defendants' malicious conduct not only violates Plaintiff's constitutional
23 privacy rights, publicity rights, and other statutory and common law principles, and
24 infringes Plaintiff's exclusive copyrights, but also exceeds all bounds of common
25 human decency. Defendants' gross intrusion into Plaintiff's privacy must be stopped
26 and punished.

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1 **THE TAKING OF THE UNAUTHORIZED VIDEO & PHOTOS**

2 21. In or around November 2006, Plaintiff was involved in a personal
3 relationship with Jeffrey Delancy (“Delancy”). On or about November 11, 2006,
4 during the course of private intimate moments and physical relations with Delancy,
5 Plaintiff observed Delancy holding a small camera and taking photographs of the two
6 of them. Plaintiff posed for what he understood to be some photos of their heads and
7 upper torsos. Plaintiff and Delancy expressly agreed and understood that any such
8 photos captured at that time of them were to remain private and were for their own
9 personal use only.

10 22. During the course of the private intimate moments, and upon becoming
11 aware of the private and/or explicit nature of some of the photos, Plaintiff
12 immediately requested that Delancy stop from taking any further photos, and delete
13 any explicit images already taken. Plaintiff was unaware, at the time, of the
14 existence of the explicit Video – captured by the same small camera, but in video
15 mode. Delancy specifically agreed to delete any and all explicit images, and
16 Plaintiff presumed that Delancy had done so – instead, Delancy saved a copy onto
17 his personal computer.

18 23. At no time during this, or any other intimate moments with Delancy,
19 did Plaintiff ever authorize or consent to the taking of photos (the “Photos”) or any
20 video (the “Video”) of his genitalia or of he and Delancy engaging in explicit
21 intimate physical acts. The referenced Video, any and all outtake photo images
22 therefrom, and any and all referenced Photos, and all portions thereof or related
23 materials, are sometimes herein collectively referred to as, the “Property.”

24 24. The personal relationship between Plaintiff and Delancy subsequently
25 soon thereafter ended. Plaintiff heard nothing further about any Photos or Video (or
26 still image outtakes from the Videos), or the existence of the Video, from that
27 encounter until the recent events commencing mid-June 2009.

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1 **DEFENDANTS' WRONGFUL EXPLOITATION OF THE VIDEO & PHOTOS**

2 25. On or about June 12, 2009, nearly three years after the encounter with
3 Delancy, Black was stunned and extremely distressed to learn of the existence of the
4 explicit Photos and Video depicting him and Delancy engaging in private and explicit
5 intimate physical acts. Black was further stunned and extremely distressed to learn
6 that such Video, as well as certain Photos, either in the form of photographic still
7 images from the intimate moments and/or outtake still images from the Video, were
8 being peddled for sale, licensing or other commercial exploitation by Defendants.

9 26. Specifically, on or about June 12, 2009, Plaintiff discovered that
10 approximately five of the Photos, or still image outtakes from the Videos, had been
11 posted on two Internet gossip websites. Certain of the Photos were posted on the
12 Starzlife website starzlife.com (the "Starzlife Website") in an article entitled "**Oscar**
13 **Winner's Shocking Photos!**" which brazenly boasted the posting of the
14 "**EXCLUSIVE! stills from this home made "documentary"** and prompted readers
15 to "**Keep checking back to Starzlife as we hear there are more stills, and the**
16 **arrival of XXX video which we will post here online!**" Certain of the Photos were
17 also posted on the Internet gossip website PerezHilton.com (the "PerezHilton
18 Website") in an article entitled "**Oscar Winner Dustin Lance Black eXXXposed!**"
19 The article stated that "[s]omeone intimately close to Milk screenwriter **Dustin**
20 **Lance Black sold him out to photo agency Starzlife,**" that "**pics**" depicting him
21 nude and involved in private sexual acts "**are now for sale**" and "**we're told the**
22 **photo agency also has video!!!**"

23 27. Plaintiff has since learned and is informed and believes and thereon
24 alleges that Defendants Folks and Lawrence and Raitt, doing business under a non-
25 existent fraudulent front name SAEI to seek to conceal their identities, were
26 originally responsible for peddling and attempting to license the Video and certain
27 of the Photos to various third parties by fraudulently misrepresenting to such parties
28 that they had legally acquired the rights in and to Video and Photos, though, in truth,

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1 they had misappropriated and stolen them. Folks and Lawrence and Raitt peddled
2 the Video and certain of the Photos to the company Starzlife, which subsequently
3 posted approximately five of the photos on its Starzlife Website and then also
4 peddled them to Mario Lavandeira a/k/a “Perez Hilton”, the owner/operator of the
5 Perez Hilton Website. Specifically, Plaintiff has learned and is informed and believes
6 and thereon alleges that Defendants illegally obtained the Photos and Video and
7 fraudulently peddled them as set forth hereinbelow.

8 28. Plaintiff has learned and is informed and believes and thereon alleges
9 that, in or about early-2007 and for about a three-month period, Delancy was living
10 with his boyfriend and lover Defendant Lawrence. Although Delancy is believed
11 to have had a time-activated password protection on his personal computer, at some
12 point Lawrence managed to gain unauthorized access to Delancy’s computer prior
13 to password activation engaging and stole an electronic copy of a folder containing
14 the Photos and Video. Subsequent to Lawrence’s theft of a copy of the private and
15 personal Photos and Video, out of jealousy, Lawrence demanded that Delancy delete
16 any copies of images and video of other men from his computer, and stood watch as
17 Delancy did so. Delancy, unaware that Lawrence had stolen a copy, believed that
18 the copy of the Photos and Video had been deleted. At no time had Delancy ever
19 granted or assigned or transferred any right, license, title or interest in or to the
20 Video, Photos or any of the Property to Lawrence, nor any permission to use or
21 disseminate the Property, nor had he ever placed a copy on any computer belonging
22 to Lawrence. Delancy has had no involvement with Lawrence since ending the
23 relationship and moving out in about mid-2007, and they have not spoken in years.

24 29. Plaintiff is informed and believes and thereon alleges that in or about
25 April 2009, soon after Black won the Oscar, Lawrence showed the Video and Photos
26 to his friend and/or lover Folks. In a brazen attempt to cash-in on Black’s recent
27 Oscar win and new celebrity recognition, Lawrence and Folks devised a calculated
28 fraudulent scheme and plan to seek to sell or exploit the unlawfully obtained private

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1 Photos and Video. Lawrence and Folks conspired and agreed to create and use a
2 shell corporation or entity to attempt to hide their identities and expedite the sale or
3 marketing of the Photos and Video. Together, Lawrence and Folks came up with
4 the name Scott Allen Entertainment, Inc., but never followed through to register any
5 such company, and instead simply used the name SAEI as a bogus unregistered
6 non-existent fictitious dba. Lawrence and Folks further conspired to use the address
7 of Lawrence's ML Motors Direct in Costa Mesa as the purported address of SAEI,
8 and to have Lawrence's out-of-state-sister, Raitt, sign on behalf of the bogus
9 company in a further effort to hide their true identities and advance their fraudulent
10 scheme.

11 30. Plaintiff has learned and is informed and believes and thereon alleges
12 that, since Lawrence is a used car company operator in Costa Mesa and is an
13 aspiring body-builder, he further wished to hide his involvement in the scam. And
14 since Lawrence apparently had no idea how to market or sell the Photos and Video,
15 but knew that Folks lives and works in Los Angeles in the entertainment industry as
16 a writer and producer, and has various contacts in the industry, Lawrence agreed to
17 give the Photos and Video to Folks for him to work out trying to find a buyer in Los
18 Angeles. Folks and Lawrence were partners in the scheme and in terms of sharing
19 any money that might be made, with Folks responsible for shopping the items and
20 arranging any deal to exploit the Property. In about mid-May 2009, Folks told
21 Lawrence about the paparazzi agency Starzlife and that he was working on arranging
22 and negotiating a deal with it and his friend at Starzlife to act as their agent to
23 expedite and maximize the sale or marketing of the Photos and Video.

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1 31. Plaintiff has learned and is informed and believes and thereon alleges
2 that in early-June 2009, Folks, Lawrence and the Starzlife operators arranged for a
3 potential deal for Starzlife to act as a broker or agent to license out and sell copies
4 of the Photos and Video. In furtherance of their calculated fraud and in blatant
5 violation of Black's rights, Folks and Lawrence (and with Starzlife's knowledge
6 and/or intentional blind-eye) fraudulently and without any basis claimed they, d/b/a
7 SAEI, were the legal owner of all copyrights and title for the Video and Photos and
8 they had the right to sell and distribute the Photos and Video. Since Lawrence was
9 a used car company operator who wanted to hide the fact that he was dealing in a
10 fraudulent representation of title (that could harm his future ability to sell title on a
11 used car) and Folks was a producer and screen-writer who wanted to hide the fact
12 that he was dealing in a fraudulent representation of copyright (that could cause him
13 to lose all future credibility for any purported projects or script rights and IP rights
14 claims), Lawrence and Folks decided to enter into an agreement under the name of
15 the non-existent unregistered SAEI for the exploitation of the Photos and Video.

16 32. Plaintiff has learned and is informed and believes and thereon alleges
17 that to further seek to hide their identities as they advanced their fraudulent scheme
18 and wrongdoing, Lawrence and Folks used Lawrence's out-of-state sister Raitt to
19 fraudulently sign, as the "managing member" of the fictitious non-existent SAEI, a
20 written agreement with Starzlife for it to act as a broker to sell and exploit copies of
21 the Photos and Video (the "SAEI-Starzlife Agreement"). Defendants Folks,
22 Lawrence and Raitt, in the name of SAEI, made express oral and written fraudulent
23 misrepresentations that SAEI was the "legal owner" of all copyrights in and on that
24 basis, would collude to and would retain Starzlife to sell the Video and/or Photos to
25 third party buyers for a fee. No written copyright assignment, license or release
26 from Delancy and/or Black was attached to the SAEI-Starzlife Agreement, nor did
27 Folks and/or Lawrence ever provide or show any such purported copyright
28 assignment, license or release to Starzlife, nor any evidence thereof, nor any

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1 evidence of the existence of SAEI. Plaintiff is informed and believes and thereon
2 alleges that Starzlife and its operators were fully aware of Folks' and Lawrence's
3 fraud and lack of any rights in or to the Video and Photos, and were active
4 participants in the fraudulent scheme and conspiracy to harm Black and to
5 wrongfully exploit the Video and Photos. Plaintiff is informed and believes and
6 thereon alleges that, thereafter, Defendant Folks personally provided the physical
7 Video and Photos to Starzlife, to Lenehan, Knazev and Albright.

8 33. Plaintiff is informed and believes and based thereon alleges that based
9 upon the SAEI-Starzlife Agreement, Starzlife then arranged with Mario Lavandeira
10 a/k/a "Perez Hilton" to enter into a similar agreement with SAEI with regard to the
11 commercial exploitation of the Video and/or Photos on the Perezhilton.com Website.
12 Perez Hilton thereafter displayed, disseminated and exploited certain of the Photos,
13 all without ever having been provided with or seen any purported copyright
14 assignment, license or release from Black and/or Delancy, nor any evidence thereof,
15 nor any evidence of the existence of SAEI.

16 34. Upon receipt of legal demands and being informed by Plaintiff's
17 representatives that they have absolutely no right to display, commercially distribute,
18 disseminate or exploit the Video and/or the Photos, the principals of Starzlife
19 initially cooperated with Plaintiff, agreed to and did remove all of the images from
20 the Starzife Website, and agreed not to post or disseminate the Video, and
21 (fraudulently represented and feigned to have) promised and agreed to cease and
22 desist from any further posting or dissemination or attempted exploitation of the
23 Photos and/or Video, among other promises, agreements and representations.

24 35. Fortunately, by Plaintiff's quick remedial actions in mid-June 2009, he
25 was able to prevent the Starzlife Website from posting and the Perezhilton Website
26 from being provided and posting the private stolen Video and disseminating it
27 worldwide via the Internet.

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1 36. Upon discovering, through extensive investigation and effort, the
2 identity of Folks, Plaintiff's counsel sent notice and legal demands to Folks that he
3 has absolutely no right to use, display, commercially distribute, disseminate or
4 exploit the Video and/or any of the Photos. Folks initially, and for many days
5 thereafter, attempted to deny any knowledge, involvement or responsibility in the
6 dissemination and exploitation of the Photos and/or Video, continually changing his
7 story as to his involvement with each communication. Folks eventually
8 acknowledged, at least in part, his knowledge and involvement in the fraud.

9 37. Upon discovering, through extensive investigation and effort, the
10 identity of Lawrence, Plaintiff's counsel sent notice and legal demands to Lawrence
11 that he has absolutely no right to use, display, commercially distribute, disseminate
12 or exploit the Video and/or any of the Photos. Lawrence initially sought to
13 cooperate and provided extensive admissions and information to Plaintiff's counsel
14 detailing both his and Folk's involvement and their fraudulent scheme in the
15 dissemination and attempted exploitation of the Photos and/or Video, including their
16 creation of and use of the name SAEI and false claims of ownership in the Photos
17 and Video. Lawrence has admitted and confirmed that at no time did Delancy,
18 Black or anyone else provide him with any right, title, interest or ownership of
19 copyright in or to the Video and/or the Photos, nor any permission, license or right
20 to sell or distribute to them to any third party. Lawrence likewise admitted and
21 confirmed that he has nothing in writing giving him any interest or ownership of
22 copyright in or to the Video and/or the Photos.

23 38. Lawrence was initially forth-coming with extensive admissions and
24 information, however, he sought to peddle and maintain a lie about how he first
25 obtained the Photos and Video – denying that he stole them. Lawrence falsely
26 claimed that he had first discovered a copy of the Video and Photos in April 2009
27 on a computer he owned and that had previously been used in the operation of his
28 former call center company. Lawrence falsely represented that he vaguely once

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1 knew Delancy and that Delancy had worked as an employee at Lawrence's call
2 center for a period of time in about late-2006 and/or in 2007; that Delancy was
3 assigned to and worked at one of the call center company computers; and that the
4 items had likely been left on said computer, upon which he (falsely) alleged to have
5 discovered the Property, by a former employee, likely Delancy.

6

7 **ASSIGNMENT OF COPYRIGHT AND ALL RIGHTS IN/TO THE VIDEO & PHOTOS**

8 39. Upon Black's learning of the existence of and attempted exploitation of
9 the Video and Photos, and contacting Delancy about the same, Delancy confirmed
10 the existence of the Property and that he had used the small handheld camera to
11 capture video as well as still photos, and that he had not initially deleted the items.

12 40. Delancy has fully cooperated with Plaintiff and towards that end, by
13 written instrument, assigned to Plaintiff the full unencumbered and undivided interest
14 in and any and all right, title and interest (including, without limitation, all
15 copyrights) to the Property. Delancy agreed to and did, *effective as of the moment*
16 *of creation*, irrevocably sell, transfer, assign and convey to Black, throughout the
17 universe and in perpetuity, the full, unencumbered and undivided interest in all of
18 Delancy's right, title and interest (including, without limitation, all copyrights and
19 all extensions and renewals of copyrights), of whatever kind or nature in and to the
20 video any and all outtake photo images therefrom and any and all still photos which
21 capture or feature Black with Delancy and/or individually.

22 41. Delancy confirmed, including under penalty of perjury, that at no time
23 had he ever granted or assigned or transferred any copyright, right, license, title or
24 interest in or to the Video, Photos or any of the Property to any person, firm,
25 corporation or other entity, other than to Black, and certainly not to Lawrence or
26 Folks or Starzlife. Delancy further confirmed that he had never personally agreed
27 to nor sought to license, sell, exploit or publish the Video, Photos or any of the
28 Property, and had not given anyone else permission to do so. Delancy further

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1 confirmed that anyone (other than Black), such as the Defendants, who purports to
2 have lawfully obtained or to have any rights in or to the Video or Photos, did not
3 obtain any rights from Delancy; and that if anyone has stated that they have
4 Delancy's permission and/or that they received from him a license or assignment to
5 use, sell, license or exploit any of the Property, they do so fraudulently.

6 42. Plaintiff has never authorized or consented to Defendants, or any of
7 them, using, displaying, disclosing, selling, licensing, exploiting, distributing,
8 disseminating, posting or publishing any of the Property, nor has he ever authorized
9 any of the private Property to be disclosed to the public.

10 43. Plaintiff has never given, sold or transferred ownership, title or other
11 interest in any of the Property to anyone, nor has he ever given permission to
12 anyone, including but not limited to Defendants, to sell, license, exploit, disclose,
13 disseminate or publicly display any of the Property.

14

15 **CONTINUED UNLAWFUL CONDUCT & FRAUD POST NOTICE & DEMANDS**

16

17 **FOLKS' & LAWRENCE'S ON-GOING CONDUCT & FRAUD**

18 44. Folks initially and for a considerable period of time attempted to falsely
19 deny any knowledge, involvement or responsibility in the fraudulent and unlawful
20 attempted exploitation of the Video and Photos. Once informed of evidence of his
21 integral involvement, Folks purported to capitulate to Plaintiff's demands and
22 engaged in negotiations to attempt to resolve the matter. Plaintiff is informed and
23 believes and based thereon alleges that, in reality, Folks merely feigned his
24 cooperation as a stall tactic, never intended to comply with the demands, and made
25 false representations of his agreement to cease and desist from any further use,
26 display, dissemination or attempted sale or exploitation of the Video and Photos.
27 Folk's feigned agreement and false representations thereby induced Plaintiff's
28 forbearance from advancing litigation and seeking injunctive relief and from seeking

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1 full reimbursement of damages. Plaintiff is informed and believes and based thereon
2 alleges that, at the same time Folks had his attorney engage in protracted
3 negotiations for a possible resolution, Folks secretly conspired and continued in
4 fraudulent and unlawful efforts to find a potential buyer for the Video and Photos.
5 45. Lawrence initially purported to capitulate and purported to agree to all
6 of Plaintiff's demands, including to cease and desist from any further use, display,
7 dissemination or attempted sale or exploitation of the Video and Photos. Lawrence
8 even participated and cooperated in the creation of a declaration for his signature,
9 setting forth most of the extent of his and Folk's fraud and unlawful conduct.
10 Lawrence reviewed the declaration and confirmed the accuracy of the statements
11 therein, but thereafter failed to sign it or further cooperate under a reversal of
12 position in a refusal to reimburse Plaintiff for costs and damages incurred.
13 Lawrence's feigned agreement and false representations thereby induced Plaintiff's
14 forbearance from advancing litigation and seeking injunctive relief and from seeking
15 full reimbursement of damages. Thereafter, Lawrence retained the same counsel as
16 Folks and sought to renegotiate a possible resolution. Plaintiff is informed and
17 believes and based thereon alleges that, in reality, Lawrence merely feigned his
18 cooperation as a stall tactic. Plaintiff is informed and believes and based thereon
19 alleges that, at the same time Lawrence had his attorney engage in protracted
20 negotiations for a possible resolution, Lawrence secretly conspired and continued in
21 fraudulent and unlawful efforts to find a potential buyer for the Video and Photos.

22 **STARZLIFE DEFENDANTS' ON-GOING CONDUCT & FRAUD**

23 46. The Starzlife Defendants were placed on notice on June 12, 2009 that
24 they and SAEI, and anyone behind it -- later learned to be Folks, Lawrence and Raitt
25 -- have no rights what-so-ever in the Property, and that any use, display,
26 dissemination or exploitation violated Black's rights.

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1 47. After having been placed on notice of Black’s position and claims,
2 Starzlife and its principals, owners, operators, employees and co-conspirators,
3 including Lenehan and Knazev (collectively herein in this section, “the Starzlife
4 Defendants”) initially purported to capitulate and agree to all of Plaintiff’s demands,
5 including to cooperate fully and cease and desist from any further display,
6 dissemination or attempted sale or exploitation of the Video and Photos. After
7 considerable time, effort and demands, the Starzlife Defendants disclosed certain
8 details of their coming into possession of the Video and provided an e-mail address
9 that eventually led to the identity of Folks and a copy of the SAEI-Starzlife
10 Agreement that eventually led to the identity of Raitt and thereby to Lawrence.

11 48. Thereafter, the Starzlife Defendants were further informed that, in
12 addition to Black’s privacy and publicity rights by which any use by them of the
13 Video would be unlawful, by written assignment of copyright, Black owns the
14 exclusive copyright and all rights in the Video, Photos and all the Property, all as of
15 the moment of creation. The Starzlife Defendants were further informed that the
16 copy of the Video and Photos provided to them was a stolen copy.

17 49. The Starzlife Defendants feigned their cooperation and agreement to
18 cease and desist from any further display, dissemination or attempted exploitation of
19 the Video and Photos. The Starzlife Defendants also falsely represented that they
20 had returned or destroyed any and all copies of the Video and Photos in their
21 possession, custody or control, and that they had not provided a copy to any third-
22 party, but in reality secretly retained possession of a copy of the Video and Photos.
23 The Starzlife Defendants’ feigned agreement and false representations thereby
24 induced Plaintiff’s forbearance from immediately advancing litigation and seeking
25 injunctive relief and from seeking reimbursement of damages.

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1 50. Plaintiff gave the Starzlife Defendants, basically, a “golden pass” to
2 potentially avoid litigation and imposition of a substantial judgment and payment to
3 Plaintiff, and to walk-away upon, but not limited to, full and complete and continued
4 cooperation and disclosure. Unbeknownst at the time to Black, the Starzlife
5 Defendants instead choose to covertly continue to engage in a calculated conspiracy
6 to harm and defraud Plaintiff. Plaintiff is informed and believes and based thereon
7 alleges that the Starzlife Defendants secretly conspired and continued in fraudulent
8 and unlawful efforts to seek to exploit the Video and to find a potential buyer for or
9 outlet to exploit the Video and Photos.

10 51. Plaintiff is informed and believes and based thereon alleges that in or
11 about mid-June 2009, the Starzlife Defendants found and/or engaged a third-party
12 broker specializing in the secret and overseas sale or exploitation of celebrity sex
13 videos, including they believed ones that are questionably obtained and/or to which
14 the parties seeking to exploit the videos do not have rights, releases or licenses.
15 Plaintiff is informed and believes and based thereon alleges that Starzlife, Lenehan,
16 Knazev and Johnson each personally met with the broker in furtherance of their
17 calculated conspiracy to violate Black’s rights and to harm and defraud him.

18 52. In or about late-June 2009, through extensive industry contacts and
19 on-going investigative efforts, Plaintiff’s counsel discovered the Starzlife Defendants’
20 fraud and on-going unlawful, wrongful and tortious scheme in their further attempts
21 to disseminate, license, sell and/or exploit the private Photos and Video. Suspecting
22 that the Starzlife Defendants would seek a potential overseas buyer in an effort to
23 hide connection to their involvement, Plaintiff’s counsel arranged for an under-cover
24 investigator to pose as a potential buyer of the Video to confirm and document
25 whether the Starzlife Defendants in fact still had possession of a copy of the Video
26 and were in fact engaged in an on-going effort to secretly license, sell and/or exploit
27 the private Photos and Video. The Starzlife Defendants thereafter continued to
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1 direct their third-party broker to arrange a meeting for a potential secret sale or
2 license of the Video.

3 53. Plaintiff is informed and believes and based thereon alleges that, on July
4 9, 2009, Defendants Lenehan and Johnson met in the lobby bar at a Four Season's
5 Hotel with, who they believed to be, a potential buyer representing a number of
6 potential over-seas buyers. Unbeknownst to the blinded-by-greed Starzlife
7 Defendants, the potential buyer in the public-bar, as well as another patron, were
8 actually Plaintiff's under-cover investigators. Defendants Lenehan and Johnson
9 played a copy of the Video on their laptop for the buyer's review and engaged in
10 active discussions and negotiations to seek to sell and/or license and/or otherwise
11 exploit the Video. During the meeting, Defendant Lenehan acknowledged that they
12 did not have copyright or any rights in the Video or Photos, and that they did not
13 have releases from the persons depicted therein. In furtherance of their scheme,
14 Defendant Lenehan, however, falsely claimed to the buyer to have received the
15 Property directly from the person in the Video, first stating Black's name, then
16 stating from Delancy. The Starzlife Defendants, with no knowledge of the actual
17 market value for such a stolen video with no copyright rights or releases, thought
18 they could obtain in excess of half-a-million dollars for the Video, and requested that
19 any monies be paid by swift wire transfer to a secret overseas account.

20 54. On or about July 13, 2009, Plaintiff's counsel sent a legal notice and
21 cease and desist demand letter to the Starzlife Defendants with regard to their
22 continued and on-going efforts to secretly and unlawfully disseminate, license, sell
23 and exploit the Photos and copyright protected Video. In response, the Starzlife
24 Defendants, at first, falsely sought to deny any knowledge of or involvement in the
25 continued fraudulent and unlawful attempted exploitation of the Video and Photos.
26 The Starzlife Defendants refuse to turn-over the Property in their possession or
27 control, refuse to confirm that they will agree to Plaintiff's demands, and otherwise
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1 refuse to cease their unlawful conduct. Starzlife counsel refuses to communicate
2 with and to even read legal communications from Plaintiff's counsel.

3 55. Prior to ceasing all communications and response, through their counsel,
4 Brian DeLaurentis of New York, Starzlife, Lenehan and Knazev have been so bold
5 as to brazenly threaten and state that, should Plaintiff upset the "status quo" (since
6 the particular attempted sale of July 9th wasn't completed and they claim no harm
7 was allegedly done) and sue the Starzlife Defendants for their continued and
8 on-going unlawful conduct, the Video would find its way to be publicly released.

9 56. Plaintiff is informed and believes and based thereon alleges that the
10 Starzlife Defendants are engaged in continued and on-going efforts to secretly and
11 unlawfully disseminate, license, sell and/or exploit the Photos and copyright
12 protected Video. Plaintiff is further informed and believes and based thereon alleges
13 that the Starzlife Defendants have and are engaged in a pervasive fraud and
14 conspiracy to harm Black, and will, absent a court order, continue in their greed and
15 unlawful scheme to secretly seek an outlet to disseminate and exploit the Video.

16

17 **PLAINTIFF WILL SUFFER SIGNIFICANT DAMAGE BY DISSEMINATION OF THE**
18 **VIDEO & PHOTOS**

19 57. As of the filing of this Complaint, Defendants have either falsely
20 feigned agreement while secretly continuing in their unauthorized conduct and/or not
21 agreed to cease and desist from attempting to sell, license or exploit the Property or
22 from publicly disclosing, posting, disseminating or publishing the Video and the
23 Photos, including over the Internet to millions of people worldwide.

24 58. Black has spent considerable time and efforts developing his career as
25 an Academy Award-winning screenwriter and acclaimed television writer and
26 producer. Through years of hard work, Black has developed skill, reputation and
27 more recently, international notoriety to create considerable value in his identity.

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1 59. The commercial value of Black’s identity is diminished by the
2 unauthorized use of his name and likeness in connection with a product which is
3 perceived unfavorably by the public or by the negative portrayal of Black to the
4 general public. Similarly tarnished will be his prominence and reputation in terms
5 of continuing to campaign and remain prominently involved in the advocacy of the
6 advancement of LGBT issues and rights.

7 60. The conduct of Defendants manifests an outright disregard of Black’s
8 substantial privacy and publicity rights.

9 61. Plaintiff is informed and believes and alleges thereon that unless
10 enjoined and restrained, Defendants will continue to attempt to license, distribute or
11 otherwise exploit the Video and/or Photos, despite Black’s objections and the clear
12 violation of Black’s rights. This will continue to cause Black severe distress and
13 damage, and if the Video and/or Photos is/are licensed, distributed and posted or
14 published publically, Black will be irreparably harmed, and Defendants will be
15 allowed to misappropriate the value of Black’s name, image and identity for their
16 own commercial gain, and to Black’s detriment.

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FIRST CAUSE OF ACTION

For Invasion of Privacy by Public Disclosure of Private Facts

(Against All Defendants)

62. Plaintiff repeats, realleges, adopts and incorporates each and every allegation contained in Paragraphs 1 through 61, inclusive, as though fully set forth herein.

63. Defendants, without Black's consent and against Black's will, have grossly invaded Black's protected right of privacy as recognized under the United States Constitution, the California Constitution and at common law, by disclosing to third parties the contents of the confidential Video and Photos depicting Black engaged in private sexual relations between two consenting adults which took place nearly three years ago.

64. The unauthorized solicitation of commercial opportunities relating to the Video and the Photos and the disclosure and licensing/attempted licensing of the content of the Video and Photos is offensive and objectionable to Black, as it would be to a reasonable person of ordinary sensibilities, and is not of legitimate public concern. Black did not consent to any use or exploitation of the Video or the Photos whatsoever, or to any disclosure of the contents of same. The disclosures of the Video and Photos and its content and its threatened distribution is highly offensive to Black and has violated Black's right of privacy.

65. Defendants disclosed the Video and/or Photos and their contents to third parties in order to realize profits from the ultimate sale, licensing, distribution or other commercial exploitation of the Video and Photos and to otherwise promote and advance Defendants' commercial interests.

66. Defendants knew, or should have known, that the Video and Photos contained private and confidential information, and that Black had a reasonable expectation of privacy in said Property, and that Defendants' conduct would reveal private and personal things about Black which Defendants had no right to

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1 disseminate, disclose, or exploit, and that the publication of these private facts would
2 constitute a clear violation of Black's right of privacy.

3 67. Defendants violated Black's fundamental privacy rights by the conduct
4 alleged herein, including the outrageous intrusion into Black's privacy and the
5 publication, dissemination and exploitation of the Video and/or Photos, in an
6 unprivileged manner calculated to garner publicity throughout the world, the United
7 States and the State of California, to unjustly enrich Defendants and in conscious
8 disregard of Black's right of privacy.

9 68. Plaintiff is informed and believes and thereon alleges that Defendants
10 acted with actual malice or in reckless disregard of Black's right to privacy.

11 69. Defendants have threatened to continue invading Black's right of
12 privacy by continuing to solicit opportunities relating to, and to sell, license,
13 disseminate and/or permit distribution of, the Video and Photos. Unless and until
14 enjoined and restrained by Order of this Court, Defendants' continued acts will cause
15 Black severe and irreparable injury which cannot adequately be compensated by
16 monetary damages. By reason of the foregoing, Black is entitled to a temporary
17 restraining order and preliminary and permanent injunctive relief enjoining the
18 distribution and use of the Video and Photos and mandating the return of all
19 reproductions and copies of the Video and Photos to Black.

20 70. As a direct and proximate result of the aforementioned acts by
21 Defendants, Black has suffered injury, damage, loss, harm, anxiety, embarrassment,
22 humiliation and shame in an amount that has not yet been fully ascertained. As a
23 direct and proximate result of the aforementioned acts by Defendants, Black has been
24 damaged, and will be damaged, in an amount subject to proof.

25 71. Plaintiff is informed and believes and on that basis alleges that the
26 aforementioned acts of Defendants were done intentionally or with a conscious
27 disregard of Black's rights, and with the intent to vex, injure or annoy, such as to
28 constitute oppression, fraud, or malice, thus entitling Black to exemplary and

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1 punitive damages in an amount appropriate to punish or make an example of
2 Defendants and to deter such conduct in the future, which amount will be proved at
3 trial.

4
5 **SECOND CAUSE OF ACTION**

6 **For Copyright Infringement [17 U.S.C. § 101 *et. seq.*]**

7 **(Against All Defendants)**

8 72. Plaintiff repeats, realleges, adopts and incorporates each and every
9 allegation contained in Paragraphs 1 through 61, inclusive, as though fully set forth
10 herein.

11 73. Black is the sole owner of all right, title and interest in the copyrights
12 to the Video and all of the Photos (the "Copyrights").

13 74. Plaintiff is informed and believes and thereon alleges that Defendants,
14 and each of them, have commercially used, exploited, attempted to sell/license and
15 disseminated the copyrighted Video and Photos.

16 75. Defendants' commercial use, exploitation, attempts to license or sell
17 and dissemination of the copyrighted materials is unauthorized. Defendants'
18 unauthorized commercial use, use, exploitation, licensing, attempts to license or sell
19 and dissemination of the Property constitutes an infringement of Black's rights,
20 including of the Copyrights, and of the copyright laws.

21 76. Defendants have infringed Black's exclusive Copyrights in and to the
22 Property directly and indirectly by reproduction of the copyrighted work, causing
23 the copyrighted work to be copied and distributed, and by the preparation of
24 derivative works, all without the consent of Black.

25 77. As a direct and proximate result of Defendants' infringing activities,
26 Black has sustained and will continue to sustain substantial injury, including damage
27 to his business and to his business and personal reputation in an amount not yet
28 known but to be determined according to proof at trial. As a further direct and

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1 proximate result of the infringement by Defendants, they have unlawfully and
2 wrongfully derived income and profits from their infringing acts.

3 78. Black lacks an adequate remedy at law.

4 79. Plaintiff is informed and believes and on that basis alleges that
5 Defendants had prior knowledge of Black's rights and, therefore, Defendants'
6 infringing activities are willful and wanton, entitling Black to an award of attorneys'
7 fees and the costs of this action.

8 80. Pursuant to 17 U.S.C. § 502, Black is entitled to an order enjoining
9 Defendants' from infringing Black's copyright; pursuant to 17 U.S.C. § 503, Black
10 is entitled to an order impounding and destroying all copies of the infringing articles;
11 and pursuant to 17 U.S.C. § 504, Black is entitled to recover actual damages from
12 Defendants' infringement and Defendants' profits attributable to their infringing
13 conduct. Pursuant to 17 U.S.C. § 505, Black is also entitled to recover the full costs
14 of bringing this action and his reasonable attorney's fees.

15 81. Black has suffered irreparable harm and will continue to be irreparably
16 injured unless Defendants' infringement is enjoined by this Court.

17

18 **THIRD CAUSE OF ACTION**

19 **For Common Law Misappropriation Of Right of Publicity**

20 **(Against All Defendants)**

21 82. Plaintiff repeats, realleges, adopts and incorporates each and every
22 allegation contained in Paragraphs 1 through 61, 63 through 67 and 73 through 76,
23 inclusive, as though fully set forth herein.

24 83. Black is an Academy Award-winning motion picture screenwriter and
25 accomplished television screenwriter and producer. He recently won multiple
26 entertainment industry awards, including the coveted Academy Award, for his
27 screenplay "*Milk*" which was adapted into the motion picture of the same name. His
28 television writing and production credits include the highly acclaimed HBO

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1 television series entitled "*Big Love*". Through his hard work and use of his talents
2 in the entertainment field, Black's name, likeness and persona have substantially
3 increased in value and are vested with substantial goodwill in the eyes of the public.
4 Accordingly, at the time of Defendants' actions with regard to the Videotape and
5 Photos as alleged hereinabove, Black had valuable rights of publicity and property
6 rights with substantial commercial value, which he did not agree to transfer, in
7 whole or in part, to Defendants for the purpose of commercially exploiting them by
8 means of soliciting third parties with regard to the Video and Photos, or
9 disseminating or disclosing the Video or Photos or their content for Defendants' own
10 commercial purposes. It is clear that following his surge into prominence with his
11 Academy Award-winning screenplay for "*Milk*," Defendants, in an outrageous and
12 intentional invasion of Black's privacy, decided to and did collude to sell,
13 disseminate and exploit the stolen Video and Photos for profit.

14 84. Defendants' unauthorized actions with respect to the Video and Photos
15 constitute a violation and misappropriation of Black's right of publicity, in that
16 Defendants misappropriated Black's name, image, likeness and persona by using the
17 Video and/or Photos for the purpose of commercial gain, all without Black's
18 consent.

19 85. The misappropriation was for Defendants' advantage, in that Black's
20 name, image and likeness were used and intended to create and enhance
21 Defendants's pecuniary gain and profit.

22 86. Defendants have threatened to continue utilizing Black's name and
23 likeness by continuing to solicit and sell, license, disseminate and/or permit
24 distribution of the Video and/or Photos. Unless and until enjoined and restrained by
25 Order of this Court, Defendants' continued acts will cause Black severe and
26 irreparable injury, which cannot adequately be compensated by monetary damages.
27 By reason of the foregoing, Black is entitled to a temporary restraining order and
28 preliminary and permanent injunctive relief enjoining the distribution and use of the

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1 Video and any of the Photos, and mandating the return of all reproductions and
2 copies of the Video and Photos to Black.

3 87. As a direct and proximate result of the aforementioned acts by
4 Defendants, Defendants have earned profits attributable to this unauthorized
5 commercial use and exploitation of Black's name, image, likeness and persona. The
6 amount of said ill-gotten gains has yet to be ascertained. Black is entitled to recover
7 all said unjust enrichments, including all profits earned by Defendants as a result of
8 Defendants' unauthorized commercial exploitation as herein alleged.

9 88. As a direct and proximate result of the aforementioned acts by
10 Defendants, and each of them, Black has been damaged, and will be damaged, in an
11 amount which is not yet fully ascertainable and subject to proof at trial.

12 89. Plaintiff is informed and believes, and on that basis alleges, that the
13 aforementioned acts of Defendants were done intentionally or with a conscious
14 disregard of Black's rights, and with the intent to vex, injure or annoy Black, such
15 as to constitute oppression, fraud, or malice thus entitling Black to exemplary and
16 punitive damages in an amount appropriate to punish or set an example of
17 Defendants, and each of them, and to deter such conduct in the future, which amount
18 will be proved at trial.

19

20

FOURTH CAUSE OF ACTION

21

For Violation of Civil Code § 3344

22

(Against Defendants Starzlife, Lenehan, Knazev, Johnson,

23

SAEI, Folks, Lawrence, and Does 1-10)

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25

90. Plaintiff repeats, realleges, adopts and incorporates each and every
allegation contained in Paragraphs 1 through 61, 63 through 67, 73 through 76 and
26 83, inclusive, as though fully set forth herein.

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28

91. Black has tirelessly worked in the entertainment industry, and through
his hard work and use of his talents in the entertainment field, Black's name, likeness

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1 and persona have substantially increased in value and are vested with substantial
2 goodwill in the eyes of the public. Through his hard work and effort including as
3 an Academy Award-winning motion picture screenwriter and accomplished
4 television screenwriter and producer, Black's name, likeness and persona have
5 substantially increased in value and are vested with substantial goodwill in the eyes
6 of the public. Black has invested in his name, likeness and persona great value and
7 substantial goodwill which Defendants are seeking to usurp, tarnish and exploit for
8 their own wrongful purposes.

9 92. Defendants have knowingly misappropriated Black's name, photograph,
10 likeness and persona for commercial purposes, including the dissemination of the
11 Videotape and/or Photos and their content without Black's consent.

12 93. The illegal and unauthorized usage by Defendants of Black's name,
13 photograph, likeness and persona constitutes a commercial misappropriation in
14 violation of Section 3344 of the California Civil Code of unauthorized purposes
15 without Black's consent.

16 94. Defendants have threatened to continue utilizing Black's name,
17 photograph, likeness and persona by continuing to solicit and sell, license,
18 disseminate and/or permit distribution of the Video and/or Photos. Unless and until
19 enjoined and restrained by Order of this Court, Defendants' continued acts will cause
20 Black severe and irreparable injury, which cannot adequately be compensated by
21 monetary damages. By reason of the foregoing, Black is entitled to a temporary
22 restraining order and preliminary and permanent injunctive relief enjoining the use,
23 display and distribution of the Video and Photos, and mandating the return of all
24 reproductions and copies of the Video and Photos to Black. Black is also entitled to
25 recover attorneys fees and costs incurred in this action pursuant to § 3344.

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1 95. As a direct and proximate result of the aforementioned acts by
2 Defendants, and each of them, Black has been damaged, and will be damaged, in an
3 amount subject to proof at trial.

4 96. Plaintiff is informed and believes and on that basis alleges that the
5 aforementioned acts of Defendants were done intentionally or with a conscious
6 disregard of Black's rights, and with the intent to vex, injure or annoy Black, such
7 as to constitute oppression, fraud, or malice thus entitling Black to exemplary and
8 punitive damages in an amount appropriate to punish or set an example of
9 Defendants, and each of them, and to deter such conduct in the future, which amount
10 will be proved at trial.

11
12 **FIFTH CAUSE OF ACTION**

13 **For Unfair Competition and Unfair Business Practices**

14 **(Against All Defendants)**

15 97. Plaintiff repeats, realleges, adopts and incorporates each and every
16 allegation contained in Paragraphs 1 through 61, 63 through 67, 73 through 76, 83,
17 and 91 through 92, inclusive, as though fully set forth herein.

18 98. By virtue of the manner in which Defendants have improperly exploited
19 the name, image, likeness and persona of Black, Defendants have committed
20 unlawful, unfair, and deceptive acts, confusing, untrue and/or misleading
21 advertising, unfair competition and unfair business practices in violation of, among
22 other things, California Business & Professions Code §§ 17200 through 17204,
23 17500 and 17535. Plaintiff is informed and believes and thereon alleges that
24 Defendants in doing the things herein alleged have misled or substantially confused
25 the general public.

26 99. Plaintiff alleges on the basis of information and belief that the conduct
27 of Defendants alleged herein is such that Defendants falsely, unfairly, deceptively,
28 unlawfully and/or misleadingly stated, suggested or implied that Black consented to

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1 or authorized the exploitation of his name, image and likeness in an attempt to
2 mislead the general public. Plaintiff further alleges on the basis of information and
3 belief that at all material times, Defendants knew that their conduct as alleged herein
4 would mislead, deceive, substantially confuse and/or misinform the general public,
5 all for Defendants' pecuniary gain.

6 100. As a result of Defendants' wrongful conduct as alleged herein, Black
7 seeks disgorgement from Defendants of any and all profits or other consideration
8 obtained by or earned by them as a proximate result of their unfair business practices
9 in violation of California Bus. & Prof. Code §§ 17200 and 17500 *et seq.*

10 101. Unless and until enjoined and restrained by Order of this Court,
11 Defendants' continued acts will cause Black severe and irreparable injury and
12 continue to substantially confuse and deceive the general public. By reason of the
13 foregoing, the Court should issue a temporary restraining order and preliminary and
14 permanent injunctive relief enjoining the dissemination and/or distribution of the
15 Video and Photos and mandating the return of all reproductions and copies of the
16 Video and Photos to Black.

17
18 **SIXTH CAUSE OF ACTION**

19 **For Fraud**

20 **(Against Defendants Starzlife, Lenehan, Knazev, and Does 1-4)**

21 102. Plaintiff repeats, realleges, adopts and incorporates each and every
22 allegation contained in Paragraphs 1 through 61, 63 through 67, 73 through 76, 83,
23 and 91 through 92, inclusive, as though fully set forth herein.

24 103. As a material inducement for Black's forbearance and other conduct,
25 including, but not limited to, refraining from at that time seeking reimbursement of
26 fees and costs and/or immediately commencing litigation and seeking injunctive
27 relief in May and/or by early-June 2009 and otherwise fully enforcing his rights and
28 remedies, Starzlife and the Starzlife owner's and operators, including Lenehan and

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1 Knazev and Does 1-4 (collectively under this Cause of Action, the “Starzlife
2 Defendants”), promised, agreed and confirmed and made various representation and
3 warranties to Black, including in various telephonic conversations and in written
4 memorializations of the agreements and representations referenced herein. The
5 Starzlife Defendants’ promises, agreement and confirmation and representations and
6 warranties to induce Black’s forbearance and other conduct, include, but were not
7 limited to, the following:

8 (i) Starzlife and the Starzlife operators “agreed and confirmed” and
9 represented that they would immediately and permanently cease and desist from any
10 further posting or dissemination or attempted exploitation of the Photos and/or
11 Video, and from any further efforts and/or engaging in the license, distribution,
12 dissemination or sale of any of the Photos or Video;

13 (ii) Starzlife and the Starzlife operators “agreed and confirmed” and
14 represented that they would immediately remove and permanently delete and destroy
15 any copies of the Photos and Video from the Starzlife.com website (your “Website”)
16 and their servers and computers and/or otherwise in its possession and/or control;

17 (iii) Starzlife and the Starzlife operators agreed to turn over to Black’s
18 counsel a copy of each of the Photos and Video in Starzlife’s possession and/or
19 control, and thereafter permanently destroy any hardcopies and delete any and all
20 electronic copies from their computers and systems;

21 (iv) Starzlife and the Starzlife operators “agreed and confirmed” that,
22 per their “agreement and my [Knazev’s] direct knowledge photos and videos were
23 removed and deleted from StarzLife server system on Friday [June 12]. I [Starzlife
24 and its operators] do not have any copies of this material;”

25 (v) Starzlife and the Starzlife operators represented that they had only
26 posted five Photos, and had not posted the Video;

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1 (vi) Starzlife and the Starzlife operators were informed that and
2 acknowledged that they had no rights in or to the Photos and/or Video, that any
3 purported rights, whether from Folks and/or Lawrence and/or SAEI or any other
4 person, in or to the Photos and/or Video were fraudulent and did not exist, and were
5 subsequently informed that Black owned all right, title, interest and copyright in and
6 to the Property; and

7 (vii) Starzlife and the Starzlife operators agreed and understood that
8 should any of their provided information and representations prove not to be accurate
9 and/or if they failed to comply with each of Black's various demands and Starzlife's
10 agreements and representations, and/or should discovery indicate that Starzlife
11 provided knowingly false information or *withheld any pertinent information*, Black
12 would pursue all of his legal rights and remedies, which include, but are not limited
13 to, taking legal action against Starzlife, Steven Lenehan, Kelly Stagg-Lenehan and
14 all those involved in the publication and dissemination and attempted exploitation of
15 the unlawful Photos and Video.

16 104. At the time the foregoing written representations were made by the
17 Starzlife Defendants, they were false, and the Starzlife Defendants knew them to be
18 false, in that, among other things, one or more of the Starzlife Defendants and/or
19 their owners, partners, employees or representatives (i) had secretly retained and
20 were in possession or control of or had access to copies of the Photos and Video; (ii)
21 did not intend to permanently cease and desist from any further posting or
22 dissemination or attempted exploitation of the Photos and/or Video, and from any
23 further efforts and/or engaging in the license, distribution, dissemination or sale of
24 any of the Photos or Video; and (iii) intended to, and had devised a calculated
25 scheme(s) to, secretly continue, as the opportunity might arise, to seek to disseminate
26 and exploit the Photos and Video, all without right, license or title, and to otherwise
27 harm Black.

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1 105. Pursuant to their plan, the Starzlife Defendants (i) fraudulently
2 concealed that they remained in possession or control of or had continued access to
3 copies of the Photos and Video; (ii) fraudulently concealed that they did not intend
4 to permanently cease and desist from any further posting or dissemination or
5 attempted exploitation of the Photos and/or Video, and from any further efforts
6 and/or engaging in the license, distribution, dissemination or sale of any of the
7 Photos or Video; (iii) fraudulently concealed their scheme to secretly continue, as
8 the opportunity might arise, to attempt to disseminate and exploit the Photos and
9 Video; and (iv) fraudulently concealed their withholding of pertinent information
10 with regard to any agreement with Black for forbearance; among other fraudulent
11 representations and concealment.

12 106. At the time the foregoing misrepresentations were made, the Starzlife
13 Defendants knew the true facts and the Starzlife Defendants made such
14 misrepresentations and/or concealed such information intentionally, with the
15 knowledge that Black would rely upon such fraudulent misrepresentations, and be
16 induced thereby to enter into the aforementioned agreements and/or act in
17 forbearance accordingly.

18 107. At the time said representations were made, Black was unaware of the
19 true facts and justifiably relied on the Starzlife Defendants and their
20 misrepresentations and concealment. Had Black known the true facts, he would not
21 have, among other things, acted in forbearance and refrained from immediately
22 commencing litigation and seeking injunctive relief to protect and preserve his rights
23 and remedies.

24 108. Black reasonably relied on said fraudulent misrepresentations and as a
25 result thereof, was induced to act, or not act, to his detriment, as herein alleged.

26 109. As set forth above, Black did not discover the fraudulent
27 misrepresentations and concealments until approximately a month thereafter, all
28 within one year of the commencement of the litigation herein.

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1 110. By reasoning of the foregoing, Black has been injured in an amount
2 which is not yet fully ascertainable but which is in excess of the jurisdictional limits
3 of this Court. When Black has ascertained the full amount of the damages, he will
4 seek leave of the Court to amend this Complaint accordingly.

5 111. Plaintiff is informed and believes and based thereon alleges that the
6 Starzlife Defendants, in doing the things herein alleged, acted willfully, maliciously,
7 oppressively and with full knowledge of the adverse effects of its actions on Black,
8 and with willful and deliberate disregard to the consequences to Black, and that such
9 actions were authorized, ratified and adopted by the partners, officers, directors
10 and/or managing agents of the Starzlife Defendants. As a direct result of the
11 fraudulent, willful and malicious conduct of the Starzlife Defendants, Black is
12 entitled to exemplary and punitive damages in an amount to be determined as
13 appropriate to the Court.

14
15 **SEVENTH CAUSE OF ACTION**

16 **For Fraud**

17 **(Against Defendants Folks and Lawrence, and Does 5-8)**

18 112. Plaintiff repeats, realleges, adopts and incorporates each and every
19 allegation contained in Paragraphs 1 through 61, 63 through 67, 73 through 76, 83,
20 and 91 through 92, inclusive, as though fully set forth herein.

21 113. As a material inducement for Black's conduct and forbearance,
22 including, but not limited to, engaging in settlement negotiations and refraining from
23 immediately commencing litigation and seeking injunctive relief in May or
24 early-June 2009 and otherwise fully enforcing his rights and remedies, Folks and
25 Lawrence and Does 5-8, all individually and as SAEI (collectively under this Cause
26 of Action, the "Folks/Lawrence Defendants"), promised, agreed and confirmed and
27 made various representation to Black, including in various telephonic conversations
28 and in written memorializations of the agreements and representations referenced

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1 herein. The Folks/Lawrence Defendants', or one or more of their, promises,
2 agreements and confirmations and representations and warranties to induce Black's
3 forbearance and other conduct, include, but were not limited to, the following:

4 (i) the Folks/Lawrence Defendants were informed that and
5 acknowledged that they had no rights in or to the Photos and/or Video, that any
6 purported rights in or to the Photos and/or Video were fraudulent and did not exist,
7 and were subsequently informed that Black owned all right, title, interest and
8 copyright in and to the Property;

9 (ii) the Folks/Lawrence Defendants agreed and confirmed and
10 represented that they would immediately and permanently cease and desist from any
11 further use or dissemination or attempted exploitation of the Photos and/or Video,
12 and from any further efforts and/or engaging in the license, distribution,
13 dissemination or sale of any of the Photos or Video;

14 (iii) Lawrence represented that he had first obtained a copy of the
15 Video and Photos in April 2009, which he discovered on a computer he owned and
16 that had previously been used in the operation of his former call center company,
17 and that the items had been left on said computer by a former employee, likely Jeff
18 Delancy, who worked as an employee at Lawrence's call center for a period of time
19 in about late-2006 and/or in 2007; and

20 (iv) Lawrence represented that, until in or about April or May 2009
21 when he showed them to Folks and was so informed by Folks, he did not know or
22 recognize that the Video and Photos were of Black;

23 114. At the time the foregoing representations were made by the
24 Folks/Lawrence Defendants, they were false, and the Folks/Lawrence Defendants
25 knew them to be false, in that, among other things, one or more of the
26 Folks/Lawrence Defendants and/or their partners or representatives (i) did not intend
27 to permanently cease and desist from any further use or dissemination or attempted
28 exploitation of the Photos and/or Video, and from any further efforts and/or

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1 engaging in the license, distribution, dissemination or sale of any of the Photos or
2 Video; and (ii) intended to secretly continue, including during negotiations for the
3 terms of a proposed settlement, to seek to disseminate and exploit the Photos and
4 Video, all without right, license or title, and to otherwise harm Black.

5 115. Pursuant to their plan, the Folks/Lawrence Defendants (i) fraudulently
6 concealed that they did not intend to permanently cease and desist from any further
7 use or dissemination or attempted exploitation of the Photos and/or Video, and from
8 any further efforts and/or engaging in the license, distribution, dissemination or sale
9 of any of the Photos or Video; and (ii) fraudulently concealed their scheme to
10 secretly continue, as the opportunity might arise, to attempt to disseminate and
11 exploit the Photos and Video; among other fraudulent representations and
12 concealment.

13 116. At the time the foregoing misrepresentations were made, the
14 Folks/Lawrence Defendants knew the true facts and the Folks/Lawrence Defendants
15 made such misrepresentations and/or concealed such information intentionally, with
16 the knowledge that Black would rely upon such fraudulent misrepresentations, and
17 be induced thereby to enter into the aforementioned agreements and/or act in
18 forbearance accordingly.

19 117. At the time said representations were made, Black was unaware of the
20 true facts and justifiably relied on the Folks/Lawrence Defendants and their
21 misrepresentations and concealment. Had Black known the true facts, he would not
22 have, among other things, acted in forbearance and refrained from immediately
23 commencing litigation and seeking injunctive relief to protect and preserve his rights
24 and remedies.

25 118. Black reasonably relied on said fraudulent misrepresentations and as a
26 result thereof, was induced to act, or not act, to his detriment, as herein alleged.

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1 119. As set forth above, Black did not discover the fraudulent
2 misrepresentations and concealments until approximately a month thereafter, all
3 within one year of the commencement of the litigation herein.

4 120. By reasoning of the foregoing, Black has been injured in an amount
5 which is not yet fully ascertainable but which is in excess of the jurisdictional limits
6 of this Court. When Black has ascertained the full amount of the damages, he will
7 seek leave of the Court to amend this Complaint accordingly.

8 121. Plaintiff is informed and believes and based thereon alleges that the
9 Folks/Lawrence Defendants, in doing the things herein alleged, acted willfully,
10 maliciously, oppressively and with full knowledge of the adverse effects of its
11 actions on Black, and with willful and deliberate disregard to the consequences to
12 Black, and that such actions were authorized, ratified and adopted by the partners,
13 officers, directors and/or managing agents of the Folks/Lawrence Defendants. As
14 a direct result of the fraudulent, willful and malicious conduct of the Folks/Lawrence
15 Defendants, Black is entitled to exemplary and punitive damages in an amount to be
16 determined as appropriate to the Court.

17

18

EIGHTH CAUSE OF ACTION

19

For Conversion

20

(Against All Defendants)

21

22

122. Plaintiff repeats, realleges, adopts and incorporates each and every
allegation contained in Paragraphs 1 through 61, 63 through 67, 73 through 76, 83,
23 and 91 through 92, inclusive, as though fully set forth herein.

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123. At all times relevant hereto, Black was, and is, the sole and rightful
owner of the personal property described as the Property herein.

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124. Although the Black Property described above is unique and the value
of control of the Property is irreplaceable by any monetary amount, the Property

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1 described above has an estimated value of potentially millions of dollars, the exact
2 amount of which shall be proven at trial.

3 125. At some point and in some manner unknown to Black, Defendants
4 wrongfully and without Black's authority or approval took or obtained possession of
5 the Property, and have converted the Property for their own use and commercial
6 gain.

7 126. On numerous occasions between June and July 2009, Black demanded
8 the immediate return of all Property. Notwithstanding the demands for the return
9 of any and all copies of the Property, Defendants have failed and refused to return
10 the Property.

11 127. As a direct and proximate result of Defendants' wrongful conversion of
12 the Property, Black has been damaged in an amount that is not yet fully ascertainable
13 but which is believed to be in excess of Three Million Dollars (\$3,000,000). When
14 Black has ascertained the full amount of his damages, he will seek leave of court to
15 amend this Complaint accordingly.

16 128. Between the time of Defendants' conversion of the Property and the
17 filing of this lawsuit, Black has expended time and money in legal fees and costs in
18 pursuit of the return of the converted Property, all to Black's further damage in an
19 amount according to proof at trial.

20 129. Black is informed and believes and based thereon alleges that the
21 aforementioned acts of Defendants, and each of them, were done intentionally or
22 with a conscious and reckless disregard of Black's rights, and with the intent to vex,
23 injure or annoy Black, such as to constitute oppression, fraud, or malice, thus
24 entitling Black to exemplary and punitive damages in an amount appropriate to
25 punish or set an example of Defendants, and each of them, and to deter such conduct
26 in the future, the exact amount of such damages subject to proof at the time of trial.

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1 130. No adequate remedy exists at law for the injustices suffered by Black
2 herein, insofar as further harm will result to Black from Defendants' wrongful act
3 of conversion of the Property absent injunctive relief. Absent granting injunctive
4 relief of the type and for the purpose specified herein, Black will suffer irreparable
5 injury. Therefore, in addition to the award for damages set forth herein, Black
6 requests the following injunctive relief: (a) An order directing the Defendants, and
7 each of them, to account to Black, under penalty of perjury, with a list documenting
8 every item of Property in their possession and control, at any time present or past,
9 and/or in the control of any agents or representatives and/or provided to any
10 licensees and/or any other persons; (b) An order directing the Defendants to account
11 to Black, under penalty of perjury, with a list setting forth and documenting (1)
12 every item of Property in their possession and control, at any time present or past,
13 and/or in the control of any agents or representatives; (2) every item of Property
14 ever provided to any licensees and/or any other persons or entity, and listing all
15 known contact details of said persons or entities; (3) each item of the Video and
16 Photos and Property what was/is delivered and turned-over to Black's counsel; (c)
17 An order prohibiting Defendants, and each of them, and their officers, directors,
18 stockholders, owners, agents, partners, servants, employees, representatives and
19 attorneys, and all those in active concert or participation with Defendants, or each
20 of them, and all others, including any website or blog operator(s) and hosting
21 service(s), who receive notice of this order, from selling or licensing, offering to sell
22 or license, facilitating the sale or licensing of, disseminating, transferring,
23 publishing, syndicating, displaying, posting for view or access on or through the
24 Internet or in any other manner or media outlet, broadcasting or otherwise using or
25 exploiting or attempting to exploit the Property, Video and/or Photos or any
26 information contained therein, whether in electronic or hard-copy form or in any
27 other manner or via any other outlet; (d) ordering Defendants to recall, retrieve and
28 obtain the Video and any and all Photos and Property, and all copies thereof, in any

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1 format or medium, from any persons or entities who received possession of any of
2 said material from any of the Defendants or any of their agents or representatives,
3 and to deliver to Plaintiff's counsel, all copies of the Video and/or any of the Photos
4 and/or Property; (e) ordering Defendants to give notice to any and all persons and
5 entities who have copies of any part of the Video or any of the Photos or any of the
6 Property, received by/through Defendants, that they are enjoined by Court Order
7 from using, displaying, posting for view or access on or through the Internet or in
8 any other manner or in any other format or medium, publishing, distributing,
9 transferring or exploiting the Video and/or Photos and/or Property in any way
10 pending further Order of this Court, and provide a copy of each said notice to Black;
11 (f) ordering Defendants to deliver and turn-over to Black's counsel to hold and
12 maintain possession of, all copies of the Video and Photos and Property, in any
13 format or medium, which are in their possession, custody or control, or in the
14 control of any of their officers, directors, stockholders, owners, agents, partners,
15 servants, employees, representatives and attorneys; and (g) ordering Defendants to
16 provide Black with a full and complete listing and accounting: (1) setting forth a list
17 of all copies, including numbers thereof and description of each, of the Video and
18 Photos and Property that was ever or is in their possession; (2) setting forth a list of
19 all copies, including numbers thereof and description of each, of the Video and
20 Photos and Property that was ever provided by Defendants, or any of them, to any
21 person or entity, and listing all known contact details of said persons or entities; and
22 (3) setting forth a list of all copies, including numbers thereof and description of
23 each, of the Video and Photos and Property that was/is delivered and turned-over to
24 Black's counsel.

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NINTH CAUSE OF ACTION

For Accounting

(Against All Defendants)

131. Plaintiff repeats, realleges, adopts and incorporates each and every allegation contained in Paragraphs 1 through 61, 63 through 67, 73 through 76, 83, 91 through 92, and 123 through 126, inclusive, as though fully set forth herein.

132. Plaintiff is informed and believes on that basis alleges that the Defendants, and each of them, have received profits by virtue of their wrongful conduct, as herein alleged.

133. Plaintiff is entitled to that portion of Defendants' profits attributable to the unauthorized misappropriation of Black's name, photographs and/or likeness, including from and through all ad-revenue streams generated through the operation of their Websites and all increased traffic and views of their Websites, and from the exploitation of the Property. The amount of these profits is presently unknown and cannot be ascertained without an accounting. The accounting will show any profits due and owing to Black based on Defendants' unlawful conduct.

TENTH CAUSE OF ACTION

For Imposition of Constructive Trust

(Against All Defendants)

134. Plaintiff repeats, realleges, adopts and incorporates each and every allegation contained in Paragraphs 1 through 61, 63 through 67, 73 through 76, 83, 91 through 92, 123 through 126 and 132 through 133, inclusive, as though fully set forth herein.

135. As alleged hereinabove, Defendants, and each of them, have wrongfully misappropriated, and/or permitted or participated in the unauthorized exploitation of Black's name, photographs and likeness, and the unauthorized exploitation of the Property for purposes of inter alia soliciting sales of Defendants' goods, merchandise

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1 and services and traffic to Defendants' Websites, all for commercial purposes and
2 to increase Defendants' profits.

3 136. Black is informed and believes and based thereon alleges that as a result
4 of the aforesaid wrongful acts of Defendants, and each of them, Defendants have
5 realized profits and otherwise received payments and other valuable consideration,
6 and have been unjustly enriched at the expense of Black, and may continue to
7 receive profits, payments and other valuable consideration in the future from their
8 unauthorized exploitation of the name, photographs and likeness of Black and the
9 unauthorized exploitation of the Property.

10 137. As a direct and proximate result of Defendants' wrongful conduct as
11 alleged hereinabove, Defendants, and each of them, hold any and all monies deriving
12 from the unauthorized commercial exploitation of the name, photographs and
13 likeness of Black and the unauthorized exploitation of the Property, plus interest on
14 said amount, as involuntary constructive trustees in constructive trust for Black.

15

16

ELEVENTH CAUSE OF ACTION

17

For Injunctive Relief

18

(Against All Defendants)

19

20 138. Plaintiff repeats, realleges, adopts and incorporates each and every
21 allegation contained in Paragraphs 1 through 61, 63 through 67, 69, 73 through 76,
22 78, 80, 81, 83 through 86, 91 through 94, 98 through 101, 103 through 109, 113
23 through 119, 123 through 126, 130, and 132 through 133, inclusive, as though fully
24 set forth herein.

25

26 139. Plaintiff is informed and believes and thereon alleges that as a result of
27 the conduct of Defendants described herein, Black has and will suffer great and
28 irreparable harm and damage. Black is informed and believes and thereon alleges
that as a result of the conduct of Defendants described herein, Black has sustained
and will sustain actual damages that may be difficult to ascertain with certainty.

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1 140. Plaintiff is informed and believes and thereon alleges that he has no
2 adequate remedy at law for the injuries which he has suffered and will continue to
3 suffer in the future unless the wrongful conduct of Defendants, and each of them, is
4 restrained and enjoined, because it is and will be impossible for Black to determine
5 the precise amount of damage, and no amount of money can restore the potential
6 harm to Black caused by Defendants, and each of them, as a result of the conduct
7 alleged herein.

8 141. Plaintiff is informed and believes and thereon alleges that there is a
9 serious risk that he will suffer irreparable harm absent the injunctive relief sought
10 herein, in that the wrongs that have been and will in the future be performed by
11 Defendants, and each of them, are of a continuing character, and will expose Black
12 to a continuing injury. Black is further informed and believes and thereon alleges
13 that there is a serious risk that he will suffer irreparable harm absent the injunctive
14 relief sought herein, in that the wrongs that have been and will in the future be done
15 by Defendants, and each of them, will give rise to a multiplicity of judicial
16 proceedings absent the injunctive relief sought herein.

17 142. Accordingly, Black seeks the issuance of a preliminary injunction, and
18 on a final hearing a permanent injunction, enjoining Defendants, and each of them,
19 and their officers, directors, stockholders, owners, agents, partners, servants,
20 employees, representatives and attorneys, and all those in active concert or
21 participation with Defendants, or each of them, and all others, including any website
22 or blog operator(s) and hosting service(s), who receive notice of this order, from
23 displaying, posting for view or access on or through the Internet or in any other
24 manner or in any other format or medium, publishing, distributing, transferring,
25 exploiting, selling or licensing, offering to sell or license, facilitating the sale or
26 licensing of, and/or otherwise disseminating the Video, Photos and/or Property, and
27 from making any use of the Video, Photos and/or Property or images thereof or any
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1 information contained therein and from making unauthorized use of Black's name,
2 photograph and/or likeness in connection with any commercial purposes.

3

4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Plaintiff Dustin Lance Black prays for judgment against
6 Defendants Starzlife, Inc. and d/b/a Starzlife and Starzlife.com, Nathaniel Thomas
7 Conrad Folks, Michael Lawrence, Traci Raitt, Scott Allen Entertainment, Inc.,
8 Steven Lenehan, Kelly Stagg-Lenehan, Sergey Knazev, Jessica Johnson and Zac
9 Albright, and Does 1 through 10, as follows:

10 **AS TO THE FIRST CAUSE OF ACTION:**

11 1. For an order for the following temporary restraining order and
12 preliminary and permanent injunction: (a) an order prohibiting Defendants, and each
13 of them, and their officers, directors, stockholders, owners, agents, partners,
14 servants, employees, representatives and attorneys, and all those in active concert
15 or participation with Defendants, or each of them, and all others, including any
16 website or blog operator(s) and hosting service(s), who receive notice of this order,
17 from selling or licensing, offering to sell or license, facilitating the sale or licensing
18 of, disseminating, transferring, publishing, syndicating, displaying, posting for view
19 or access on or through the Internet or in any other manner or media outlet,
20 broadcasting or otherwise using or exploiting or attempting to exploit the Property,
21 Video and/or Photos or any information contained therein, whether in electronic or
22 hard-copy form or in any other manner or via any other outlet; (b) ordering
23 Defendants to deliver and turn-over to Plaintiff's counsel, to hold and maintain
24 possession of, each and every copy of the Video and/or any of the Photos and/or
25 Property in their possession, control or custody, in any format or medium, including
26 turning over any electronic copies on any storage devices, CD's, DVD's and/or flash
27 drives containing the same; (c) ordering and directing Defendants to recall, retrieve
28 and obtain the Video and any and all Photos and Property, and all copies thereof, in

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1 any format or medium, from any persons or entities who received possession of any
2 of said material from any of the Defendant Parties, and to deliver to Plaintiff's
3 counsel, all copies of the Video and/or any of the Photos and/or Property; (d)
4 ordering and directing to account to Plaintiff, under statement of penalty of perjury,
5 with a list documenting and accounting for: (i) every item of Property in their
6 possession, control or custody, at any time present or past, and (ii) listing/accounting
7 for every item that was/is delivered and turned-over to Plaintiff's counsel; (iii) every
8 item of Property provided, at any time, to any licensees and/or other persons or
9 entities, and (iv) every item of Property recalled and/or retrieved from any persons
10 or entities who received possession of any of said material from any of the Defendant
11 Parties; (e) ordering and directing Defendants give notice (along with a copy of this
12 Order) to any and all persons and entities who have or had copies of any part of the
13 Video or any of the Photos or any of the Property, received by/through Defendants
14 or any of the Defendant Parties, that they are enjoined by Court Order from
15 displaying, posting for view or access on or through the Internet or in any other
16 manner or in any other format or medium or outlet, and from publishing,
17 distributing, broadcasting, transferring, exploiting, attempting to exploit, selling or
18 licensing, offering to sell or license, facilitating the sale or licensing of, and/or
19 otherwise disseminating, the Video, Photos and/or Property, and from making any
20 use of the Video, Photos and/or Property or images thereof or any information
21 contained therein, pending further Order of this Court, and provide a copy of each
22 said notice to Plaintiff's counsel; and (f) ordering and directing Defendants to
23 immediately (within 24-hours of service of this Order) provide Plaintiff's counsel
24 with a lists with the name, address, telephone number, e-mail address and facsimile
25 number (as known) for all persons and entities who have or had copies of any part
26 of the Video or any of the Photos or any of the Property, received by/through
27 Defendants or any of the Defendant Parties, so Plaintiff can provide such
28 persons/entities with notice of this Order if Plaintiff elects to do so;

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1 2. For an award of general and special damages against Defendants, and
2 each of them, jointly and severally, in an amount in excess of the jurisdictional limits
3 of this Court, that is not yet fully ascertainable but believed to be not less than Three
4 Million (\$3,000,000) Dollars, in accordance with proof at trial, together with interest
5 thereon at the legal rate; and

6 3. For exemplary and punitive damages pursuant to Civil Code §3294 in
7 an amount appropriate to punish or set an example of Defendants, and to deter such
8 conduct in the future, the exact amount of such damages subject to proof at trial;

9 **AS TO THE SECOND CAUSE OF ACTION:**

10 4. Treble damages in an amount equivalent to three (3) times Defendants'
11 profits, or actual damages, whichever is greater, plus costs of suit, pursuant to 15
12 U.S.C. §1117(a);

13 5. For an order declaring that Defendants hold such profits in trust for
14 Black;

15 6. For a temporary restraining order and preliminary and permanent
16 injunction enjoining the use, copying, sale, licensing, display, dissemination and
17 distribution of the Video, Photos and/or any of the Property and any goods and
18 services appropriating Plaintiff's copyrights by Defendants;

19 7. Attorneys' fees and costs, pursuant to 17 U.S.C. §§502-505;

20 **AS TO THE THIRD CAUSE OF ACTION:**

21 8. For an award of general and special damages against Defendants, and
22 each of them, jointly and severally, in an amount in excess of the jurisdictional limits
23 of this Court, that is not yet fully ascertainable but believed to be not less than Three
24 Million (\$3,000,000) Dollars, in accordance with proof at trial, together with interest
25 thereon at the legal rate;

26 9. For an award of the gross revenues received by Defendants, and each
27 of them, as a result of the unauthorized use of Plaintiff's name, image, likeness and
28 persona;

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1 10. For an order declaring that Defendants hold such profits in trust for
2 Black;

3 11. For an order of temporary, preliminary and permanent injunctive relief,
4 enjoining the further commercial exploitation of Black's name, image, likeness and
5 persona by Defendants, and each of them;

6 12. For exemplary and punitive damages pursuant to Civil Code §3294 in
7 an amount appropriate to punish or set an example of Defendants, and to deter such
8 conduct in the future, the exact amount of such damages subject to proof at trial;

9 **AS TO THE FOURTH CAUSE OF ACTION:**

10 13. For an order for the following temporary restraining order and
11 preliminary and permanent injunction: (a) an order prohibiting Defendants, and each
12 of them, and their officers, directors, stockholders, owners, agents, partners,
13 servants, employees, representatives and attorneys, and all those in active concert
14 or participation with Defendants, or each of them, and all others, including any
15 website or blog operator(s) and hosting service(s), who receive notice of this order,
16 from selling or licensing, offering to sell or license, facilitating the sale or licensing
17 of, disseminating, transferring, publishing, syndicating, displaying, posting for view
18 or access on or through the Internet or in any other manner or media outlet,
19 broadcasting or otherwise using or exploiting or attempting to exploit the Property,
20 Video and/or Photos or any information contained therein, whether in electronic or
21 hard-copy form or in any other manner or via any other outlet; (b) ordering
22 Defendants to deliver and turn-over to Plaintiff's counsel, to hold and maintain
23 possession of, each and every copy of the Video and/or any of the Photos and/or
24 Property in their possession, control or custody, in any format or medium, including
25 turning over any electronic copies on any storage devices, CD's, DVD's and/or flash
26 drives containing the same; (c) ordering and directing Defendants to recall, retrieve
27 and obtain the Video and any and all Photos and Property, and all copies thereof, in
28 any format or medium, from any persons or entities who received possession of any

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1 of said material from any of the Defendant Parties, and to deliver to Plaintiff's
2 counsel, all copies of the Video and/or any of the Photos and/or Property; (d)
3 ordering and directing to account to Plaintiff, under statement of penalty of perjury,
4 with a list documenting and accounting for: (i) every item of Property in their
5 possession, control or custody, at any time present or past, and (ii) listing/accounting
6 for every item that was/is delivered and turned-over to Plaintiff's counsel; (iii) every
7 item of Property provided, at any time, to any licensees and/or other persons or
8 entities, and (iv) every item of Property recalled and/or retrieved from any persons
9 or entities who received possession of any of said material from any of the Defendant
10 Parties; (e) ordering and directing Defendants give notice (along with a copy of this
11 Order) to any and all persons and entities who have or had copies of any part of the
12 Video or any of the Photos or any of the Property, received by/through Defendants
13 or any of the Defendant Parties, that they are enjoined by Court Order from
14 displaying, posting for view or access on or through the Internet or in any other
15 manner or in any other format or medium or outlet, and from publishing,
16 distributing, broadcasting, transferring, exploiting, attempting to exploit, selling or
17 licensing, offering to sell or license, facilitating the sale or licensing of, and/or
18 otherwise disseminating, the Video, Photos and/or Property, and from making any
19 use of the Video, Photos and/or Property or images thereof or any information
20 contained therein, pending further Order of this Court, and provide a copy of each
21 said notice to Plaintiff's counsel; and (f) ordering and directing Defendants to
22 immediately provide Plaintiff's counsel with a lists with the name, address, telephone
23 number, e-mail address and facsimile number (as known) for all persons and entities
24 who have or had copies of any part of the Video or any of the Photos or any of the
25 Property, received by/through Defendants or any of the Defendant Parties, so
26 Plaintiff can provide such persons/entities with notice of this Order if Plaintiff elects
27 to do so;
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1 14. For an award of general and special damages against Defendants, and
2 each of them, jointly and severally, in an amount in excess of the jurisdictional limits
3 of this Court, that is not yet fully ascertainable but believed to be not less than Three
4 Million (\$3,000,000) Dollars, in accordance with proof at trial, together with interest
5 thereon at the legal rate;

6 15. For exemplary and punitive damages pursuant to Civil Code §3294 in
7 an amount appropriate to punish or set an example of Defendants, and to deter such
8 conduct in the future, the exact amount of such damages subject to proof at trial;

9 16. For an award of reasonable attorney's fees and costs incurred herein
10 pursuant to California Civil Code Section 3344;

11 **AS TO THE FIFTH CAUSE OF ACTION:**

12 17. For an order for the following temporary restraining order and
13 preliminary and permanent injunction: (a) An order prohibiting Defendants, and each
14 of them, and their officers, directors, stockholders, owners, agents, partners,
15 servants, employees, representatives and attorneys, and all those in active concert
16 or participation with Defendants, or each of them, and all others, including any
17 website or blog operator(s) and hosting service(s), who receive notice of this order,
18 from selling or licensing, offering to sell or license, facilitating the sale or licensing
19 of, disseminating, transferring, publishing, syndicating, displaying, posting for view
20 or access on or through the Internet or in any other manner or media outlet,
21 broadcasting or otherwise using or exploiting or attempting to exploit the Property,
22 Video and/or Photos or any information contained therein, whether in electronic or
23 hard-copy form or in any other manner or via any other outlet; (b) ordering
24 Defendants to deliver and turn-over to Plaintiff's counsel, to hold and maintain
25 possession of, each and every copy of the Video and/or any of the Photos and/or
26 Property in their possession, control or custody, in any format or medium, including
27 turning over any electronic copies on any storage devices, CD's, DVD's and/or flash
28 drives containing the same; (c) ordering and directing Defendants to recall, retrieve

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1 and obtain the Video and any and all Photos and Property, and all copies thereof, in
2 any format or medium, from any persons or entities who received possession of any
3 of said material from any of the Defendant Parties, and to deliver to Plaintiff's
4 counsel, all copies of the Video and/or any of the Photos and/or Property; (d)
5 ordering and directing to account to Plaintiff, under statement of penalty of perjury,
6 with a list documenting and accounting for: (i) every item of Property in their
7 possession, control or custody, at any time present or past, and (ii) listing/accounting
8 for every item that was/is delivered and turned-over to Plaintiff's counsel; (iii) every
9 item of Property provided, at any time, to any licensees and/or other persons or
10 entities, and (iv) every item of Property recalled and/or retrieved from any persons
11 or entities who received possession of any of said material from any of the Defendant
12 Parties; (e) ordering and directing Defendants give notice (along with a copy of this
13 Order) to any and all persons and entities who have or had copies of any part of the
14 Video or any of the Photos or any of the Property, received by/through Defendants
15 or any of the Defendant Parties, that they are enjoined by Court Order from
16 displaying, posting for view or access on or through the Internet or in any other
17 manner or in any other format or medium or outlet, and from publishing,
18 distributing, broadcasting, transferring, exploiting, attempting to exploit, selling or
19 licensing, offering to sell or license, facilitating the sale or licensing of, and/or
20 otherwise disseminating, the Video, Photos and/or Property, and from making any
21 use of the Video, Photos and/or Property or images thereof or any information
22 contained therein, pending further Order of this Court, and provide a copy of each
23 said notice to Plaintiff's counsel; and (f) ordering and directing Defendants to
24 immediately provide Plaintiff's counsel with a lists with the name, address, telephone
25 number, e-mail address and facsimile number (as known) for all persons and entities
26 who have or had copies of any part of the Video or any of the Photos or any of the
27 Property, received by/through Defendants or any of the Defendant Parties, so
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1 Plaintiff can provide such persons/entities with notice of this Order if Plaintiff elects
2 to do so;

3 18. For an award of general and special damages against Defendants, and
4 each of them, jointly and severally, in an amount in excess of the jurisdictional limits
5 of this Court, that is not yet fully ascertainable but believed to be not less than Three
6 Million (\$3,000,000) Dollars, in accordance with proof at trial, together with interest
7 thereon at the legal rate;

8 19. For exemplary and punitive damages pursuant to Civil Code §3294 in
9 an amount appropriate to punish or set an example of Defendants, and to deter such
10 conduct in the future, the exact amount of such damages subject to proof at trial;

11 **AS TO THE SIXTH CAUSE OF ACTION:**

12 14. For an award of general and special damages against Defendants
13 Starzlife, Lenehan, Knazev, and Does 1-4, and each of them, jointly and severally,
14 in an amount not yet fully ascertainable but in excess of the jurisdictional limits of
15 this Court, in accordance with proof at trial, together with interest thereon at the
16 legal rate;

17 15. For exemplary and punitive damages pursuant to Civil Code §3294 in
18 an amount appropriate to punish or set an example of Defendants, and to deter such
19 conduct in the future, the exact amount of such damages subject to proof at trial;

20 **AS TO THE SEVENTH CAUSE OF ACTION:**

21 14. For an award of general and special damages against Defendants Folks,
22 Lawrence, and Does 5-8, and each of them, jointly and severally, in an amount not
23 yet fully ascertainable but in excess of the jurisdictional limits of this Court, in
24 accordance with proof at trial, together with interest thereon at the legal rate;

25 15. For exemplary and punitive damages pursuant to Civil Code §3294 in
26 an amount appropriate to punish or set an example of Defendants, and to deter such
27 conduct in the future, the exact amount of such damages subject to proof at trial;

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1 **AS TO THE EIGHTH CAUSE OF ACTION:**

2 20. For an award of general and special damages against Defendants, and
3 each of them, jointly and severally, for the value of the property converted, in an
4 amount in excess of the jurisdictional limits of this Court that is not yet fully
5 ascertainable but believed to be not less than Three Million (\$3,000,000) Dollars,
6 in accordance with proof at trial, together with interest thereon at the legal rate;

7 21. For damages for the proximate and foreseeable loss resulting from
8 Defendants' conversion in a sum according to proof at the time of trial, together with
9 interest thereon at the legal rate;

10 22. For punitive and exemplary damages;

11 23. For an order for the following temporary restraining order and
12 preliminary and permanent injunction: (a) An order prohibiting Defendants, and each
13 of them, and their agents, employees and representatives, and anyone including any
14 website or blog operators and hosting services who receives notice of the order, from
15 displaying, posting for view or access on or through the Internet or in any other
16 manner or in any other format or medium or outlet, and from publishing,
17 distributing, broadcasting, transferring, exploiting, attempting to exploit, selling or
18 licensing, offering to sell or license, facilitating the sale or licensing of, and/or
19 otherwise disseminating, the Video, Photos and/or Property (each as defined
20 hereinbelow), and from making any use of the Video, Photos and/or Property or
21 images thereof or any information contained therein, all whether in electronic or
22 hard-copy form or in any other manner; (b) ordering Defendants to deliver and
23 turn-over to Plaintiff's counsel, to hold and maintain possession of, each and every
24 copy of the Video and/or any of the Photos and/or Property in their possession,
25 control or custody, in any format or medium, including turning over any electronic
26 copies on any storage devices, CD's, DVD's and/or flash drives containing the
27 same; (c) ordering and directing Defendants to recall, retrieve and obtain the Video
28 and any and all Photos and Property, and all copies thereof, in any format or

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1 medium, from any persons or entities who received possession of any of said
2 material from any of the Defendant Parties, and to deliver to Plaintiff's counsel, all
3 copies of the Video and/or any of the Photos and/or Property; (d) ordering and
4 directing to account to Plaintiff, under statement of penalty of perjury, with a list
5 documenting and accounting for: (i) every item of Property in their possession,
6 control or custody, at any time present or past, and (ii) listing/accounting for every
7 item that was/is delivered and turned-over to Plaintiff's counsel; (iii) every item of
8 Property provided, at any time, to any licensees and/or other persons or entities, and
9 (iv) every item of Property recalled and/or retrieved from any persons or entities
10 who received possession of any of said material from any of the Defendant Parties;
11 (e) ordering and directing Defendants give notice (along with a copy of this Order)
12 to any and all persons and entities who have or had copies of any part of the Video
13 or any of the Photos or any of the Property, received by/through Defendants or any
14 of the Defendant Parties, that they are enjoined by Court Order from displaying,
15 posting for view or access on or through the Internet or in any other manner or in
16 any other format or medium or outlet, and from publishing, distributing,
17 broadcasting, transferring, exploiting, attempting to exploit, selling or licensing,
18 offering to sell or license, facilitating the sale or licensing of, and/or otherwise
19 disseminating, the Video, Photos and/or Property, and from making any use of the
20 Video, Photos and/or Property or images thereof or any information contained
21 therein, pending further Order of this Court, and provide a copy of each said notice
22 to Plaintiff's counsel; and (f) ordering and directing Defendants to immediately
23 provide Plaintiff's counsel with a lists with the name, address, telephone number,
24 e-mail address and facsimile number (as known) for all persons and entities who
25 have or had copies of any part of the Video or any of the Photos or any of the
26 Property, received by/through Defendants or any of the Defendant Parties, so
27 Plaintiff can provide such persons/entities with notice of this Order if Plaintiff elects
28 to do so;

1 **AS TO THE NINTH CAUSE OF ACTION:**

2 24. A full and complete accounting from Defendants, and each of them,
3 concerning all monies or other things of value received by Defendants, and any of
4 them, directly and/or indirectly in connection with their wrongful exploitation of
5 Black's publicity rights without Black's consent, including from and through all ad-
6 revenue streams generated through the operation of their Websites and all increased
7 traffic and views of their Websites, and from the exploitation of the Property;

8 25. A full and complete accounting from Defendants, and each of them,
9 concerning all monies or other things of value received by Defendants, directly
10 and/or indirectly in connection with their wrongful license, sale and/or exploitation
11 of any of the Property;

12 **AS TO THE TENTH CAUSE OF ACTION:**

13 26. For the imposition of a constructive trust such that all sums and
14 consideration unlawfully obtained by Defendants are held by Defendants as
15 constructive trustees for Black;

16 **AS TO THE ELEVENTH CAUSE OF ACTION:**

17 27. That a preliminary injunction issue, enjoining Defendants, and each of
18 them, and their officers, directors, stockholders, owners, agents, partners, servants,
19 employees, representatives and attorneys, and all those in active concert or
20 participation with Defendants, or each of them, and all others, including any website
21 or blog operator(s) and hosting service(s), who receive notice of this order, from
22 displaying, posting for view or access on or through the Internet or in any other
23 manner or in any other format or medium or outlet, and from publishing,
24 distributing, broadcasting, transferring, exploiting, attempting to exploit, selling or
25 licensing, offering to sell or license, facilitating the sale or licensing of, and/or
26 otherwise disseminating, the Video, Photos and/or Property (each as defined
27 hereinbelow), and from making any use of the Video, Photos and/or Property or
28 images thereof or any information contained therein, all whether in electronic or

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1 hard-copy form or in any other manner, and from making any unauthorized use of
2 Black's name, photograph, likeness and/or persona in connection with any
3 commercial purposes;

4 28. On a final hearing, that Defendants, and each of them, and their
5 officers, directors, stockholders, owners, agents, partners, servants, employees,
6 representatives and attorneys, and all those in active concert or participation with
7 Defendants, or each of them, and all others, including any website or blog
8 operator(s) and hosting service(s), who receive notice of this order, be permanently
9 enjoined from displaying, posting for view or access on or through the Internet or
10 in any other manner or in any other format or medium or outlet, and from
11 publishing, distributing, broadcasting, transferring, exploiting, attempting to exploit,
12 selling or licensing, offering to sell or license, facilitating the sale or licensing of,
13 and/or otherwise disseminating, the Video, Photos and/or Property (each as defined
14 hereinbelow), and from making any use of the Video, Photos and/or Property or
15 images thereof or any information contained therein, all whether in electronic or
16 hard-copy form or in any other manner, and from making any unauthorized use of
17 Black's name, photograph, likeness and/or persona in connection with any
18 commercial purposes;

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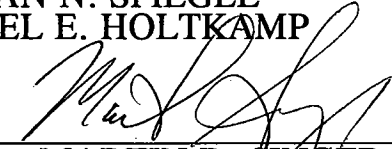
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1 **AS TO ALL CAUSES OF ACTION:**

- 2 29. For costs of the suit incurred;
- 3 30. For interest at the maximum statutory rate; and
- 4 31. For such other and further relief as the Court may deem just and proper.

5
6 DATE: July 23, 2009

Respectfully submitted,
LAVELY & SINGER
PROFESSIONAL CORPORATION
MARTIN D. SINGER
EVAN N. SPIEGEL
Yael E. HOLTkamp

9
10 By: 
MARTIN D. SINGER
11 Attorneys for Plaintiff
DUSTIN LANCE BLACK


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REQUEST FOR JURY TRIAL

Plaintiff hereby demands a jury trial pursuant to Rule 38 of the Federal Rules of Civil Procedure.

DATE: July 23, 2009

Respectfully submitted,
LAVELY & SINGER
PROFESSIONAL CORPORATION
MARTIN D. SINGER
EVAN N. SPIEGEL
Yael E. HOLTkamp

By: 
MARTIN D. SINGER
Attorneys for Plaintiff
DUSTIN LANCE BLACK