

FILED

2009 OCT -5 PM 2:41

CLERK U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES

BY _____ ML

1 GIPSON HOFFMAN & PANCIONE
A Professional Corporation
2 GREGORY A. FAYER (State Bar No. 232303)
GFayer@ghplaw.com
3 ELLIOT B. GIPSON (State Bar No. 234020)
EGipson@ghplaw.com
4 1901 Avenue of the Stars, Suite 1100
Los Angeles, California 90067-6002
5 Telephone: (310) 556-4660
Facsimile: (310) 556-8945

6 Attorneys for Plaintiff
7 CYBERSitter, LLC d/b/a Solid Oak Software

8
9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

11
12
13 CYBERSitter, LLC, a California limited
14 liability company, d/b/a Solid Oak Software,

15 Plaintiff,

16
17 v.

18 CBS Interactive Inc., a Delaware
19 corporation; and DOES 1-10, inclusive,

20 Defendants.
21

CASE NO.

CV09-7245 AHM (FFMx)

COMPLAINT FOR COPYRIGHT
INFRINGEMENT UNDER THE
LAWS OF THE UNITED STATES
AND THE PEOPLE'S REPUBLIC OF
CHINA

22
23
24
25
26
27
28
DEMAND FOR JURY TRIAL

GIPSON HOFFMAN & PANCIONE
A PROFESSIONAL CORPORATION

H/S
20

©

COMPLAINT

1 Plaintiff CYBERSitter, LLC d/b/a Solid Oak Software ("Solid Oak" or
2 "Plaintiff") alleges, on information and belief, as follows:

3 **NATURE OF THE ACTION**

4 1. This action arises from one of the largest cases of software piracy in
5 history, wherein two Chinese companies, backed by the Chinese government, stole
6 approximately 3,000 lines of code from a small American company's software
7 program, and disseminated it to tens of millions of end users in China and elsewhere
8 with the willing participation of Internet sites such as CBS Interactive, Inc.'s ("CBS"
9 or "Defendant") ZDNet China. CBS participated in this Chinese government-led
10 initiative to proliferate the pirated program amongst the Chinese-speaking population
11 by offering the program for free download on its website. CBS did so in order to
12 promote its website, generate web traffic and advertising revenue, and gain increased
13 access to the vast Chinese-speaking market.

14 2. Solid Oak is a small family-owned software company based in Santa
15 Barbara, California. Solid Oak developed and marketed an award-winning Internet
16 content filtering program called CYBERSitter, which was designed to help parents
17 protect their children from viewing inappropriate pornographic and violent content on
18 the Web. CYBERSitter was the first commercially available Internet content filter,
19 and it has been continuously published by Solid Oak for over 14 years. Solid Oak
20 now boasts over 2.4 million active CYBERSitter users world-wide, including
21 thousands of businesses, individuals, and schools in China, and thousands more in
22 other Chinese-speaking countries.

23 3. As relevant here, Chinese software developers, in collaboration with the
24 People's Republic of China ("PRC"), purported to design an Internet content filtering
25 program known as Green Dam Youth Escort ("Green Dam"). Like CYBERSitter, the
26 Green Dam program was allegedly designed to block pornographic and violent
27 Internet content from children. Unlike CYBERSitter, however, the Green Dam
28 program was found to contain filters to block political and religious content

1 expressing views that differed from those of the Chinese government. The program
2 was also found to have serious security vulnerabilities that would allow third parties to
3 monitor or take control of the computers on which it was installed. As a result, the
4 Green Dam program and the PRC's efforts to proliferate the program throughout
5 China were met with stiff opposition from human rights groups in China and around
6 the world. In addition, in June 2009, a group of independent researchers at the
7 University of Michigan confirmed that the Green Dam developers had copied
8 verbatim nearly 3,000 lines of code from the CYBERSitter program and incorporated
9 it into the Green Dam program. The stolen materials include the heart of the
10 CYBERSitter software: its proprietary content filters.

11 4. A central component of the PRC's Green Dam initiative was to convince
12 and incentivize online providers to participate by offering the Green Dam software for
13 free download on their Internet sites. Defendant CBS willingly participated in the
14 PRC's plan, offering Green Dam for free download on its website, ZDNet China,
15 found at <http://www.zdnet.com.cn/>. ZDNet China, which is owned and operated by
16 CBS, is one of the most popular Chinese-language Internet download sites.

17 5. In mid-August, statistics displayed on the ZDNet China site showed that
18 Green Dam had been downloaded from the site more than 31,000 times. CBS derives
19 significant financial benefits from ZDNet's unauthorized distribution of Plaintiffs'
20 copyrighted materials to the vast Chinese-speaking population, including from increased
21 advertising revenue, increased "draw" of customers to its site, and increased access to the
22 Chinese-speaking market.

23 6. By its actions alleged herein CBS has violated Plaintiff's copyrights in the
24 CYBERSitter program, both directly and indirectly, under applicable copyright laws of
25 the United States and China. Although CBS vigorously defends its own intellectual
26 property rights in the courts and in the press, and although it has the right, ability, and
27 legal obligation to prevent infringing copies of Plaintiffs' copyrighted works from being
28 distributed via its Internet site, it has chosen to engage in and facilitate infringements

1 occurring on its site.

2 7. As a result of Defendant's acts alleged herein, Plaintiff has been damaged in
3 an amount to be determined at trial. Plaintiff estimates its damages to be no less than
4 \$1,238,450, representing ZDNet China's own stated figures of more than 31,000
5 unlicensed downloads as of mid-August 2009, multiplied by \$39.95 per copy (the
6 price of downloading a legal copy of the CYBERSitter program from the official
7 CYBERSitter website).

8 JURISDICTION AND VENUE

9 8. This Court has subject matter jurisdiction over this action pursuant to 28
10 U.S.C. §§ 1331, 1338 and 1367. This action seeks relief, *inter alia*, for violations of
11 the United States Copyright Act, 17 U.S.C. §§ 101 *et seq.*

12 9. This Court has personal jurisdiction over Defendant CBS because it
13 conducts significant business in this District, has committed wrongful acts which have
14 had direct effects in this District, and has facilitated and engaged in the illegal copying
15 of Plaintiff's intellectual property in this District.

16 10. Venue is proper in the Central District of California pursuant to 28
17 U.S.C. § 1391(b)(2).

18 THE PARTIES

19 11. Plaintiff Solid Oak is a limited liability company organized and existing
20 under the laws of the State of California, with its principal place of business in Santa
21 Barbara, California. Solid Oak is engaged in the business of software development
22 and sales. As relevant here, Solid Oak developed and sells an Internet content
23 filtering program known as "CYBERSitter." CYBERSitter is offered for sale on Solid
24 Oak's website, www.CYBERSitter.com, for \$39.95 per copy.

25 12. Defendant CBS Interactive Inc. is a corporation organized and existing
26 under the laws of the State of Delaware, with its principal place of business in San
27 Francisco, California. CBS Interactive Inc. is a subsidiary of CBS Corporation, a
28 publicly traded company listed on the New York Stock Exchange under the ticker

1 symbols "CBS" and "CBS.A." CBS Interactive Inc. operates an online content
2 network comprised of the following brands: BNET, CBS audience network, CBS
3 News, CBS.COM, CBS College Sports, CBSSports.com, Chow, CNET, GameSpot,
4 last.fm, metacritic.com, NCAA.com, MAXPreps, Tech Republic, the Insider,
5 TV.com, UrbanBaby and ZDnet. According to its website, CBS Interactive Inc.
6 attracts "hundreds of millions" of online viewers each month and is "a global top 10
7 web property." CBS Interactive Inc. receives revenue through selling advertisements
8 which are placed on its online content network. The more people that view CBS
9 Interactive Inc.'s websites, the more money it can charge advertisers. As relevant
10 here, CBS Interactive Inc. is engaged in offering software products for download to
11 Chinese speakers in the United States, China, and elsewhere around the world,
12 through its Internet site ZDNet China.

13 13. The true names and capacities, whether individual, corporate, associate or
14 otherwise, of Defendants sued herein as Does 1-10, inclusive, are unknown at the
15 present time and Plaintiff therefore sues said Does and each of them by such fictitious
16 names. If necessary, Plaintiff will seek leave of court to amend this complaint to
17 allege their true names and capacities when they are ascertained.

18 14. Unless otherwise indicated herein, on information and belief, each of
19 Does 1-10, inclusive, participated in the activities described herein and rendered
20 material assistance to the other Defendants in the actions alleged herein, conspired and
21 agreed with and aided and abetted one or more of the other Defendants and at all
22 relevant times each of the Defendants was the principal or agent, partner, independent
23 contractor, servant and/or employee of at least one other of the other Defendants and
24 all of the acts performed by them or omissions alleged herein were made in the course
25 and scope of their employment, agency, partnership or other such relationship and
26 with knowledge, consent, approval and/or ratification of the principals and each of
27 them. Unless otherwise indicated herein, each of the parties herein named as Does 1-
28 10 are responsible in some manner or fashion and is liable and responsible on the facts

1 alleged herein for all the relief sought.

2 **GENERAL ALLEGATIONS**

3 **Solid Oak's CYBERSitter**

4 15. Solid Oak is a family-owned software company based in Santa Barbara,
5 California, that manufactures an Internet filtering software program known as
6 "CYBERSitter." This product was designed to help parents protect their children from
7 viewing inappropriate pornographic and violent content on the Web. CYBERSitter
8 was the first commercially available Internet filter. It has been continuously published
9 by Solid Oak for over 14 years. CYBERSitter has won numerous awards, including
10 winning *PC Magazine's* prestigious Editor's Choice Award five times. Solid Oak now
11 boasts over 2.4 million active CYBERSitter users world-wide, including thousands of
12 businesses, individuals, and schools in China, and thousands more in other Chinese-
13 speaking countries. CYBERSitter is sold on Solid Oak's website,
14 www.CYBERSitter.com, for \$39.95 per copy.

15 16. CYBERSitter operates by using a complex and unique series of Internet
16 content filters. These content filters are proprietary, and they are encrypted in order to
17 prevent their disclosure to third parties and competitors. They have been developed
18 and refined by Solid Oak over many years, and are the key to the Internet filtering
19 aspect of the program. Solid Oak's filters are constantly updated, and updates are
20 made available at no cost to those who have purchased the CYBERSitter program.
21 This Internet filtering component is the centerpiece of the program.

22 17. Designing a content filter is an art and involves significant creativity.
23 There are many distinctive ways for different programmers to construct these filters in
24 order to achieve the same function. CYBERSitter's content filters are Solid Oak's
25 unique expression, and any copying of these filter goes to the heart of the program and
26 takes the central expressive feature that distinguishes CYBERSitter from its
27 competitors.

28 //

1 The Green Dam Initiative

2 18. Green Dam Youth Escort, like CYBERSitter, is an Internet content
3 management program that uses content filters to block undesired content. Green Dam
4 was developed with the backing and support of the Chinese government by two
5 Chinese companies with close ties to the Chinese government: Zhengzhou Jinhui
6 Computer System Engineering Ltd., and Beijing Dazheng Human Language
7 Technology Academy Ltd. In 2004, the Green Dam project received 3 million Yuan
8 in government investment funds.

9 19. In or about February 2009, the PRC announced that it had paid the two
10 Chinese developers a sum of 47.1 million Yuan (approximately 6.1 million U.S.
11 dollars) for a one-year license to distribute the Green Dam program.

12 20. Shortly after the license agreement was announced, the PRC began
13 urging Internet sites to offer free downloads of the Green Dam program, and began
14 urging its citizens to download the program from such sites. Due to this push, the
15 Green Dam program was made available on sites such as ZDNet China for free
16 download to hundreds of millions of Chinese speakers throughout the world.

17 21. There have been significant downloads by Chinese speakers outside of
18 China, including in the United States. On information and belief, many thousands of
19 downloads of Green Dam have occurred in the United States, including thousands of
20 downloads in the state of California.

21 22. The PRC's Green Dam initiative was met with condemnation from
22 international human rights groups and activists within China. These groups, while
23 agreeing with the stated goal of keeping pornography away from minors (as the
24 CYBERSitter filters were designed to do), viewed the Green Dam initiative as a
25 thinly-veiled attempt to expand political and religious censorship. Researchers in
26 China reported that Green Dam contains over 6,500 political keyword filters,
27 including keywords related to the Chinese occupation of Tibet, the 1989 Tiananmen
28

1 Square massacre, and the government-banned Falun Gong religious group. This is
2 more than double the number of pornography-related keyword filters in the program.

3 The University of Michigan Report and Subsequent Testing

4 23. On June 11, 2009, an independent team of researchers in the computer
5 science department at the University of Michigan issued a report analyzing the Green
6 Dam program ("Michigan Report"). In less than 12 hours of testing, the Michigan
7 team found "serious security vulnerabilities" in the Green Dam program, including
8 "remotely-exploitable vulnerabilities" whereby "[a]ny website a Green Dam user
9 visits can take control of the PC." Researchers also found that the program makes
10 possible remote monitoring of a computer user's activities, not limited to activities on
11 the Internet.

12 24. The Michigan Report also concluded that Green Dam had copied
13 verbatim portions of Solid Oak's CYBERSitter program. The most significant and
14 troubling aspect of this copying was the copying of CYBERSitter's proprietary content
15 filters.

16 25. In addition to the verbatim copying of the CYBERSitter content filters,
17 researchers also discovered a "smoking gun" file. The smoking gun file is a file
18 containing two CYBERSitter announcements, dated May 4 and May 10, 2004. The
19 first is a simple announcement to CYBERSitter customers: "CYBERSitter Version 9
20 released. This is a free upgrade and is available at: <http://www.getcybersitter.com>."
21 The second warns CYBERSitter users of the dangers of Spyware. It urges users to
22 install a Spyware checker, and directs users to the CYBERSitter website for further
23 information on this issue. This smoking gun file was apparently copied because it has
24 a file extension similar to that of the content filters. Despite the fact that this file
25 obviously has no functional role in the Green Dam program, it was directly copied
26 from the CYBERSitter program and incorporated into the Green Dam program along
27 with the CYBERSitter content filters.
28

1 Copyrighted Works. Under the U.S. Copyright Act, Plaintiff has the exclusive rights,
2 *inter alia*, to reproduce the Copyrighted Works, to prepare derivative works based
3 upon the Copyrighted Works, and to distribute copies of the Copyrighted Works to the
4 public. *See* 17 U.S.C. §§ 106(1), (2), (3).

5 31. Through their conduct averred herein, Defendants have directly infringed
6 Plaintiff's copyrights in the Copyrighted Works by reproducing, adapting, and/or
7 distributing works embodying the Copyrighted Works without authorization in
8 violation of the Copyright Act. *See* 17 U.S.C. §§ 106, 501. Defendants have caused
9 copies Plaintiff's Copyrighted Works to be distributed within the United States via the
10 Internet.

11 32. Defendants have the right and ability to supervise and control ongoing
12 infringements by third parties, including infringements by those who – with the
13 authorization, approval, and consent of Defendants – distribute and cause copies to be
14 made of Plaintiffs' Copyrighted Works via the Internet in the United States and
15 elsewhere. Defendants have refused and failed to exercise supervision and control
16 over said third parties, and Defendants also reap a direct pecuniary benefit from the
17 infringement. As a direct and proximate result of Defendants' actions, third parties
18 have infringed Plaintiff's copyrights in the Copyrighted Works, including by
19 reproducing, adapting, distributing, and publicly displaying the Copyrighted Works.

20 33. In addition, Defendants have knowingly facilitated the unauthorized
21 copying and dissemination of Plaintiff's Copyrighted Works. Defendants have
22 materially contributed to the infringing conduct of third parties, *inter alia*, because
23 said Defendants have knowingly authorized, approved of, and consented to third party
24 distribution and copying of Plaintiff's Copyrighted Works via the Internet in the
25 United States and elsewhere, and said Defendants each possessed actual or
26 constructive knowledge of the violations at issue.

27 34. The aforementioned infringing acts occurred in whole or in part within
28 the territorial boundaries of the United States and/or its territories.

1 35. Each infringement by Defendants in and to the Copyrighted Works
2 constitutes a separate and distinct act of infringement.

3 36. Defendants' acts of infringement were knowing, willful, negligent, in
4 disregard of and with indifference to the rights of Plaintiff.

5 37. As a direct and proximate result of the infringements by Defendants,
6 Plaintiff is entitled to its damages and Defendants' profits, each in amounts to be
7 proven at trial.

8 38. Alternatively, Plaintiff is entitled to the maximum statutory damages in
9 the amount of \$150,000 with respect to each work infringed, or for such other
10 amounts as may be proper. *See* 17 U.S.C. § 504(c).

11 39. Plaintiff is further entitled to its attorneys' fees and costs pursuant to 17
12 U.S.C. § 505.

13 40. As a direct and proximate result of the foregoing acts and conduct,
14 Plaintiff has sustained and will continue to sustain substantial, immediate, and
15 irreparable injury, for which there is no adequate remedy at law. Plaintiff is informed
16 and believes and on that basis avers that unless enjoined and restrained by this Court,
17 Defendants will continue to infringe Plaintiff's rights in the Copyrighted Works.
18 Plaintiff is entitled to preliminary and permanent injunctive relief.

19 **SECOND CLAIM FOR RELIEF**

20 **COPYRIGHT INFRINGEMENT**

21 **(In Violation of the Copyright Laws of the People's Republic of China)**

22 **[Against All Defendants]**

23 41. Plaintiff repeats and realleges the allegations made in paragraphs 1
24 through 40 as if fully set forth herein.

25 42. Plaintiff's Copyrighted Works are protected under the Copyright Law of
26 the People's Republic of China ("PRC Copyright Law") and the Regulations for the
27 Protection of Computer Software of the People's Republic of China ("PRC Software
28 Regs"). Plaintiff is the owner of the Copyrighted Works under Chinese law. *See* PRC

1 Copyright Law, Arts. 9, 11; PRC Software Regs, Art. 13. The People's Republic of
2 China is a signatory to the Berne Convention and has adopted laws that comply with
3 the minimum standards set by the Berne Convention. Accordingly, because Plaintiff's
4 Copyrighted Works are foreign works under Chinese copyright law, those works are
5 entitled to full protection of the Chinese copyright laws from the moment they are
6 created without any need for registration in China (or elsewhere). *See* PRC Copyright
7 Law, Art. 2; PRC Software Regs, Arts. 5, 7, 14.

8 43. Chinese copyright law protects both the economic rights and moral rights
9 of the owner of copyrighted works, including computer software and written works.
10 *See* PRC Copyright Law, Art. 3; PRC Software Regs, Art. 1. Under Chinese
11 copyright law (including both the PRC Copyright Law and the PRC Software Regs),
12 Plaintiff has the exclusive rights, *inter alia*, to reproduce, publish, distribute,
13 disseminate on information networks, lease, and make available to the public the
14 Copyrighted Works, as well as the moral right to attribution of authorship of the
15 Copyrighted Works. *See* PRC Software Regs, Art. 8; PRC Copyright Law, Art. 10
16 (rights), Arts. 46-47 (infringing acts).

17 44. Through their conduct averred herein, Defendants have infringed
18 Plaintiff's copyrights in the Copyrighted Works by reproducing, publishing,
19 distributing, disseminating on information networks, leasing, and making available to
20 the public works embodying the Copyrighted Works without authorization, and have
21 not attributed authorship of the Copyrighted Works to Plaintiff, all in violation of
22 Plaintiff's rights under Chinese copyright law. *See* PRC Copyright Law, Arts. 46-47;
23 PRC Software Regs, Arts. 23-24.

24 45. Through their conduct averred herein, Defendants are jointly liable under
25 Chinese law for the infringing acts of third parties to which they have materially
26 contributed and/or caused, including the infringement of Plaintiff's copyrights in the
27 Copyrighted Works by reproducing, publishing, distributing, disseminating on
28 information networks, leasing, and making available to the public works embodying

1 the Copyrighted Works without authorization, and by failing to attribute authorship of
2 the Copyrighted Works to Plaintiff, all in violation of Plaintiff's rights under Chinese
3 copyright law. *See* PRC Copyright Law, Arts. 46-47; PRC Software Regs, Arts. 23-
4 24; *see also Shanghai Push Sound Music & Entertainment Co., Ltd. v. Beijing Kuro*
5 *Music Software Development Co., Ltd., et al.*, Case No. 13739 (Beijing Second
6 Interm. Ct., Dec. 19, 2006) (holding a Napster-like peer-to-peer file sharing service
7 liable under traditional joint liability principles) available at
8 <http://bjgy.chinacourt.org/public/detail.php?id=43572&k w>. As a direct and
9 proximate result of Defendants' actions, third parties have infringed Plaintiff's
10 copyrights in the Copyrighted Works, and Defendants have caused third parties to
11 infringe Plaintiff's copyrights in the Copyrighted Works in the manner stated above in
12 violation of Chinese copyright law. *See* PRC Copyright Law, Arts. 46-47; PRC
13 Software Regs, Arts. 23-24.

14 46. Defendants have acted in concert with third parties to violate Plaintiff's
15 rights. Defendants have the right and ability to supervise and control ongoing
16 infringements by third parties, including infringements by those who distribute and
17 cause copies to be made of Plaintiffs' Copyrighted Works via the Internet in China and
18 elsewhere. Defendants have refused and failed to exercise supervision and control
19 over said third parties, and Defendants reap a direct pecuniary benefit from the
20 infringement of said third parties. Defendants have a duty to ensure that the programs
21 offered on their Internet sites are not stolen in violation of the copyrights of others.
22 Defendants failed to meet this obligation here and instead allowed, enabled and
23 facilitated third party violations that they could reasonably anticipate would occur. In
24 addition, while knowledge is not required for a violation of Chinese copyright law,
25 Defendants had knowledge of the violations at issue since early-June 2009 at the
26 latest.

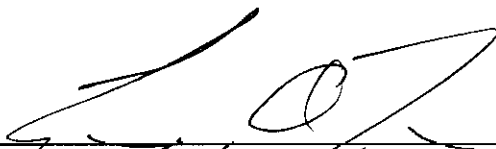
27 47. The aforementioned infringing acts occurred in whole or in part within
28 the territorial boundaries of the People's Republic of China and/or its territories.

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

- a. For maximum statutory damages in the amount of \$150,000 with respect to each copyrighted work infringed either directly or indirectly under the United States Copyright Act;
 - b. For maximum statutory damages in the amount of 500,000 Yuan (or approximately 73,000 U.S. dollars) per direct or indirect infringement under the Copyright Law and Software Regulations of the People's Republic of China;
 - c. For Defendant's profits attributable to the infringement;
 - d. For such other amounts as may be proper under copyright laws of the United States and/or the People's Republic of China.
- B. For preliminary and permanent injunctive relief;
- C. For prejudgment interest;
- D. For Plaintiff's attorneys fees and full costs of suit incurred in this action;
- and
- E. For such other and further relief as the Court may deem just and proper.

DATED: October 5, 2009

GIPSON HOFFMAN & PANCIONE
A Professional Corporation
GREGORY A. FAYER
ELLIOT B. GIPSON

By 
GREGORY A. FAYER
Attorneys for Plaintiff CYBERSitter d/b/a
Solid Oak Software

DEMAND FOR JURY TRIAL

Plaintiff hereby requests a trial by jury.

DATED: October 5, 2009

GIPSON HOFFMAN & PANCIONE
A Professional Corporation
GREGORY A. FAYER
ELLIOT B. GIPSON

By 

GREGORY A. FAYER

Attorneys for Plaintiff CYBERSitter d/b/a
Solid Oak Software

GIPSON HOFFMAN & PANCIONE
A PROFESSIONAL CORPORATION

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

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I (a) PLAINTIFFS (Check box if you are representing yourself)
 CYBERSitter, LLC, d/b/a Solid Oak Software

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)
 Gregory A. Fayer
 Gipson Hoffman & Pancione
 1901 Avenue of the Stars
 Suite 1100
 Los Angeles, CA 90067-6002
 (310) 556-4660

DEFENDANTS
 CBS Interactive Inc., and DOES 1-10, inclusive

Attorneys (If Known)
 Unknown

II. BASIS OF JURISDICTION (Place an X in one box only.)

1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
 (Place an X in one box for plaintiff and one for defendant.)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. ORIGIN (Place an X in one box only.)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from another district (specify): 6 Multi-District Litigation 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT:** \$ in excess of \$1,238,450

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

17 U.S.C. § 101 et. seq. This is an action for copyright infringement under U.S. and Chinese law.

VII. NATURE OF SUIT (Place an X in one box only.)

<p>OTHER STATUTES</p> <p><input type="checkbox"/> 400 State Reapportionment</p> <p><input type="checkbox"/> 410 Antitrust</p> <p><input type="checkbox"/> 430 Banks and Banking</p> <p><input type="checkbox"/> 450 Commerce/ICC Rates/etc.</p> <p><input type="checkbox"/> 460 Deportation</p> <p><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations</p> <p><input type="checkbox"/> 480 Consumer Credit</p> <p><input type="checkbox"/> 490 Cable/Sat TV</p> <p><input type="checkbox"/> 810 Selective Service</p> <p><input type="checkbox"/> 850 Securities/Commodities/Exchange</p> <p><input type="checkbox"/> 875 Customer Challenge 12 USC 3410</p> <p><input type="checkbox"/> 890 Other Statutory Actions</p> <p><input type="checkbox"/> 891 Agricultural Act</p> <p><input type="checkbox"/> 892 Economic Stabilization Act</p> <p><input type="checkbox"/> 893 Environmental Matters</p> <p><input type="checkbox"/> 894 Energy Allocation Act</p> <p><input type="checkbox"/> 895 Freedom of Info. Act</p> <p><input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice</p> <p><input type="checkbox"/> 950 Constitutionality of State Statutes</p>	<p>CONTRACT</p> <p><input type="checkbox"/> 110 Insuree</p> <p><input type="checkbox"/> 120 Marine</p> <p><input type="checkbox"/> 130 Miller Act</p> <p><input type="checkbox"/> 140 Negotiable Instrument</p> <p><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment</p> <p><input type="checkbox"/> 151 Medicare Act</p> <p><input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)</p> <p><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits</p> <p><input type="checkbox"/> 160 Stockholders' Suits</p> <p><input type="checkbox"/> 190 Other Contract</p> <p><input type="checkbox"/> 195 Contract Product Liability</p> <p><input type="checkbox"/> 196 Franchise</p> <p>REAL PROPERTY</p> <p><input type="checkbox"/> 210 Land Condemnation</p> <p><input type="checkbox"/> 220 Foreclosure</p> <p><input type="checkbox"/> 230 Rent Lease & Ejectment</p> <p><input type="checkbox"/> 240 Torts to Land</p> <p><input type="checkbox"/> 245 Tort Product Liability</p> <p><input type="checkbox"/> 290 All Other Real Property</p>	<p>TORTS</p> <p>PERSONAL INJURY</p> <p><input type="checkbox"/> 310 Airplane</p> <p><input type="checkbox"/> 315 Airplane Product Liability</p> <p><input type="checkbox"/> 320 Assault, Libel & Slander</p> <p><input type="checkbox"/> 330 Fed. Employers' Liability</p> <p><input type="checkbox"/> 340 Marine</p> <p><input type="checkbox"/> 345 Marine Product Liability</p> <p><input type="checkbox"/> 350 Motor Vehicle</p> <p><input type="checkbox"/> 355 Motor Vehicle Product Liability</p> <p><input type="checkbox"/> 360 Other Personal Injury</p> <p><input type="checkbox"/> 362 Personal Injury-Med Malpractice</p> <p><input type="checkbox"/> 365 Personal Injury-Product Liability</p> <p><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability</p> <p>IMMIGRATION</p> <p><input type="checkbox"/> 462 Naturalization Application</p> <p><input type="checkbox"/> 463 Habeas Corpus-Alien Detainee</p> <p><input type="checkbox"/> 465 Other Immigration Actions</p>	<p>TORTS</p> <p>PERSONAL PROPERTY</p> <p><input type="checkbox"/> 370 Other Fraud</p> <p><input type="checkbox"/> 371 Truth in Lending</p> <p><input type="checkbox"/> 380 Other Personal Property Damage</p> <p><input type="checkbox"/> 385 Property Damage Product Liability</p> <p>BANKRUPTCY</p> <p><input type="checkbox"/> 422 Appeal 28 USC 158</p> <p><input type="checkbox"/> 423 Withdrawal 28 USC 157</p> <p>CIVIL RIGHTS</p> <p><input type="checkbox"/> 441 Voting</p> <p><input type="checkbox"/> 442 Employment</p> <p><input type="checkbox"/> 443 Housing/Accommodations</p> <p><input type="checkbox"/> 444 Welfare</p> <p><input type="checkbox"/> 445 American with Disabilities - Employment</p> <p><input type="checkbox"/> 446 American with Disabilities - Other</p> <p><input type="checkbox"/> 440 Other Civil Rights</p>	<p>PRISONER PETITIONS</p> <p><input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus</p> <p><input type="checkbox"/> 530 General</p> <p><input type="checkbox"/> 535 Death Penalty</p> <p><input type="checkbox"/> 540 Mandamus/Other</p> <p><input type="checkbox"/> 550 Civil Rights</p> <p><input type="checkbox"/> 555 Prison Condition</p> <p>FORFEITURE/PENALTY</p> <p><input type="checkbox"/> 610 Agriculture</p> <p><input type="checkbox"/> 620 Other Food & Drug</p> <p><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881</p> <p><input type="checkbox"/> 630 Liquor Laws</p> <p><input type="checkbox"/> 640 R.R. & Truck</p> <p><input type="checkbox"/> 650 Airline Regs</p> <p><input type="checkbox"/> 660 Occupational Safety/Health</p> <p><input type="checkbox"/> 690 Other</p>	<p>LABOR</p> <p><input type="checkbox"/> 710 Fair Labor Standards Act</p> <p><input type="checkbox"/> 720 Labor/Mgmt. Relations</p> <p><input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act</p> <p><input type="checkbox"/> 740 Railway Labor Act</p> <p><input type="checkbox"/> 790 Other Labor Litigation</p> <p><input type="checkbox"/> 791 Empl. Ret. Inc. Security Act</p> <p>PROPERTY RIGHTS</p> <p><input checked="" type="checkbox"/> 820 Copyrights</p> <p><input type="checkbox"/> 830 Patent</p> <p><input type="checkbox"/> 840 Trademark</p> <p>SOCIAL SECURITY</p> <p><input type="checkbox"/> 861 HIA (1395ff)</p> <p><input type="checkbox"/> 862 Black Lung (923)</p> <p><input type="checkbox"/> 863 DIWC/DIWW (405(g))</p> <p><input type="checkbox"/> 864 SSID Title XVI</p> <p><input type="checkbox"/> 865 RSI (405(g))</p> <p>FEDERAL TAX SUITS</p> <p><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)</p> <p><input type="checkbox"/> 871 IRS - Third Party 26 USC 7609</p>
--	---	---	--	--	---

FOR OFFICE USE ONLY: Case Number: CV09-7245

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

CV-71 (05/08) CIVIL COVER SHEET Page 1 of 2
CCD-JS44

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) A. Arise from the same or closely related transactions, happenings, or events; or
 B. Call for determination of the same or substantially related or similar questions of law and fact; or
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.

Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Santa Barbara County CYBERSitter, LLC	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.

Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	San Francisco County and State of Delaware CBS Interactive Inc.

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.

Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Santa Barbara County	Other locations not yet known to plaintiff.

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____

Date 10/5/09

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))