

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF PENNSYLVANIA**

YUPPTV USA INC.,

Plaintiff,

v.

HARPREET SINGH RANDHAWA,  
VOIS INC., 2144644 ALBERTA LTD.,  
SERVER CENTER LTD., RHYSLEY  
PVT. LTD. (formerly RHYSLEY  
COUTURE PVT. LTD.), DATACAMP  
LIMITED (d/b/a CDN77) as the CDN  
provider, ALLSTREAM BUSINESS,  
INC., ALLSTREAM BUSINESS USA,  
LLC, INFOMIR.EU and INFOMIR  
USA, LLC.

Defendants.

Civ. No. \_\_\_\_\_

**COMPLAINT**

Plaintiff YuppTV USA, Inc. (“YuppTV” or “Plaintiff”), by and through its undersigned attorneys, files this complaint (“Complaint”) against Harpreet Singh Randhawa, Vois Inc., 2144644 Alberta Ltd., Server Center Ltd., Rhysley Pvt. Ltd. (formerly Rhysley Couture Pvt. Ltd.), DataCamp Limited (d/b/a CDN77), Allstream Business, Inc., Allstream Business USA, LLC, Infomir USA, LLC, and Infomir.eu (collectively, “Defendants”), for infringing Plaintiff’s rights under the Copyright Act (17 U.S.C. § 101 et seq.) and for violating the Digital Millennium Copyright Act (§ 1201 *et seq.*) (“DMCA”), alleging as follows:

## **NATURE OF THE ACTION**

1. This copyright infringement action arises out of a collection of global pirate Internet Protocol television (IPTV) services that are or have been illegally marketed to customers in the Middle District of Pennsylvania, and throughout the United States and Canada, under various brand names including, but not limited to, Boss IPTV, Guru IPTV, Tashan IPTV, Brampton IPTV, Vois IPTV, Indian IPTV, Punjabi IPTV, Edmonton IPTV, Boss Entertainment IPTV and UltrastreamTV (the “Boss IPTV Platforms” or “Infringing Services”). These services may be rebranded, renamed, discontinued, or expanded from time to time in an effort to evade detection and legal enforcement— a common tactic used by pirate operations engaged in content infringement.

2. Plaintiff YuppTV USA, Inc., a Georgia corporation, provides over- the-top (“OTT”) audio-visual South Asian content through its online Platform to registered subscribers – most of whom are non-resident individuals of Indian national origin (“NRIs”).

3. YuppTV is a registered licensee of various Indian television networks, aggregating content from several broadcasters such as ETV, STAR, Sun, Sony and Indiacast, and distributing this content to its subscribers worldwide.

4. Defendant Harpreet Singh Randhawa (the “Direct Infringer” or “Mr. Randhawa”) manages and operates the Boss IPTV Platforms and, by doing so, knowingly

and unlawfully transmits television channels and the copyrighted programs (the “Works”) on those channels (collectively, “Pirated Content”) inside the United States and Canada.

5. The Pirated Content (i.e., the television channels and the Works broadcasted or streamed on those channels) originates from India and is (or was) licensed to YuppTV in the United States and Canada.

6. Prior to 2020 and at great expense, YuppTV began conducting a widespread investigation into Mr. Randhawa and his illicit business activities. Throughout the course of this investigation, YuppTV observed Mr. Randhawa wielding his vast enterprise to infringe repeatedly upon YuppTV’s licensed rights.

7. Boss IPTV Platforms superficially appear and feel very similar to well-known licensed OTT streaming service providers such as Netflix, Amazon Prime, Hulu, and YuppTV. Boss IPTV Platforms allow customers to search for copyrighted material based upon popularity, genre, or other categories. These Platforms offer customers access to exclusive television channels such as several popular channels in India owned by Star India Private Limited (“STAR”). Like licensed OTT providers, Boss IPTV Platforms offer the capability to stream content via Android/Linux-based set-top boxes (e.g., MAG devices) or, alternatively through use of a dedicated app installed on smart TVs, smartphones, and/or tablets.

8. Mr. Randhawa continuously and illegally streams these copyrighted programs through the Boss IPTV Platforms directly into the homes of customers living in the United States and Canada (the “Service Users” or “Subscribers”)

9. Service Users access Boss IPTV Platforms through apps on digital TV “MAG set- top boxes” (or the dedicated app) utilizing the Android and Linux operating systems, which Mr. Randhawa procures from Infomir.eu (“Infomir”) and its affiliate in the United States, Infomir.us (a/k/a Infomir USA, LLC).

10. Mr. Randhawa markets and sells these “MAG set-top boxes” through various sales channels, including but not limited to the following websites:

- (a) <https://www.bossiptv.xyz>
- (b) <https://voisiptv.com>
- (c) <https://tashantv.net>
- (d) <https://www.guruiptv.xyz>
- (e) <https://www.indianiptv.net>
- (f) <https://www.punjabiipptv.xyz>
- (g) <https://www.bramptoniptv.net>
- (h) <https://www.edmontoniptv.xyz>
- (i) <https://ultrastreamtv.net>
- (j) <https://servercenter.ca>

These various sales channels facilitate the distribution and sale of the “MAG set-top boxes”, enabling Service Users to access the Boss IPTV services.

11. Mr. Randhawa promotes Boss IPTV Platforms on an array of online platforms, including but not limited to Facebook, Instagram, website advertisements, Google Blogs, and “X” (formerly known as “Twitter”).

12. Boss IPTV Platforms are fundamentally different from YuppTV and other licensed OTT providers, however. Boss IPTV Platforms do not have authorization from YuppTV (or any of the content providers that lawfully contract with YuppTV) to stream the Pirated Content to customers living in the United States and Canada.

13. For his own profit and that of the entities he controls, Mr. Randhawa and Boss IPTV Platforms are displacing YuppTV’s legitimate service and stealing its revenue and profits.

14. YuppTV’s investigation culminated in March 2021 when it submitted a complaint to the cyber-crime branch of Faridabad police in India. YuppTV explained that Mr. Randhawa used, *inter alia*, Rhysley Pvt. Ltd. (“Rhysley”) to perpetrate the ongoing infringement by Boss IPTV Platforms. Indian police raided Rhysley and arrested six (6) employees, including Sumit Sharma, the India Director of Rhysley, and Harminder Sandhu, a key employee of Server Center Ltd. Canada (“Server Center”).

15. The criminal investigation by Indian Police involved the Digital Investigation, Training, and Analysis Centre (“DITAC”), a specialized Indian government

unit that enhances police capabilities in addressing cybercrimes. From the police raid on Rhysley's facilities in India, DITAC gathered information and collected data concerning how Boss IPTV Services (i) profits from selling live TV and content programming pirated from India and international markets, and (ii) streams this Pirated Content illegally to earn its profits.

16. By operating without the necessary licenses, Mr. Randhawa and Boss IPTV Platforms blatantly violate the Copyright Act and confer on themselves unfair and unlawful advantages when compared with licensed OTT service providers in the marketplace, like YuppTV. Because Boss IPTV Platforms and Mr. Randhawa do not pay copyright owners for the use of copyrighted material, they are able to offer prices that undercut licensed OTT services and charge ridiculously low fees for daily access to STAR and other Pirated Content. Mr. Randhawa uses below-market pricing to sell Boss IPTV Platforms, and to illegitimately transfer to himself and to entities he controls both revenue and profits that legitimately belong to YuppTV and to individual content owners.

17. "This has been a major problem for a platform like YuppTV because we are a leader in NRI space," said Uday Reddy, the CEO of YuppTV. "The overall broadcast industry is losing somewhere around 200-300 million [US] dollars of revenue each year" from the actions of pirates like Mr. Randhawa and his Boss IPTV Platforms.

18. Boss IPTV Platforms deliver the Pirated Content to Service Users from a vast web of computer servers located around the world. Mr. Randhawa actively works to conceal his identity and to avoid copyright enforcement by regularly moving the servers housing Boss IPTV Platforms to different hosting companies in different countries. As of the filing of this Complaint, Mr. Randhawa operates the Boss IPTV Platforms using servers hosted by, *inter alia*, DataCamp Limited (d/b/a DataPacket/CDN77), NovoServe LLC, WorldStream B.V., and Allstream Inc. The domains associated with these platforms are registered through GoDaddy Inc. and NameSilo LLC. PayPal, Inc. and Stripe, Inc. provide payment processing services. This list is not necessarily exhaustive. Other services may be facilitating the activity of Boss IPTV Platforms.

19. An international network of secondary infringers work collaboratively with Mr. Randhawa and the entities operating Boss IPTV Platforms to promote and enable access to Boss IPTV Platforms in the United States and Canada.

20. Infomir, for example, manufactures the “MAG set-top boxes” used by Boss IPTV Platforms and provides “Ministra Pro,” a middleware platform that integrates with “MAG set-top boxes” to provide the infrastructure for IPTV/OTT services to connect with Boss IPTV Platforms inside the United States and Canada.

21. “Ministra Pro” essentially acts as a software on top of the “MAG set-top box” hardware, enabling Service Users to manage how content is delivered, customize the user interface, and handle features like remote control, billing, and content protection.

22. The secondary infringers act to (i) enable the infringing activity in this district and throughout the United States and Canada; (ii) derive direct financial benefit from that illegal activity; and (iii) decline to exercise their ability to stop the infringing activity.

23. Working in concert, Defendants reap substantial revenue and profits by infringing YuppTV's licensed rights, and they continue to do so despite more than five years of investigation and enforcement efforts by Indian police and YuppTV. Without intervention from this Court in the form a permanent injunction and significant monetary damages, Defendants will likely continue to promote their illegal scheme with impunity.

### **PARTIES**

24. Plaintiff YuppTV USA, Inc. is a corporation duly incorporated under the laws of the State of Georgia with its principal place of business in Alpharetta, Georgia. YuppTV is one of the largest and most popular OTT service provider of Indian-language television programming in the world. YuppTV holds non-exclusive contractual rights with content providers (like STAR) to distribute Indian-language television programming in the United States and Canada.

25. Defendant Harpreet Singh Randhawa is the principal owner of Boss IPTV and is responsible for creating, controlling and operating Boss IPTV Services worldwide. He is an adult individual residing in Calgary, Canada.

26. Defendant Vois, Inc., is a corporation duly incorporated under the laws of Canada with its principal place of business in Calgary, Canada. It is owned and operated by Mr. Randhawa and an integral part of Mr. Randhawa's criminal enterprise.

27. Defendant 2144644 Alberta Ltd., is a corporation duly incorporated under the laws of Canada with its principal place of business in Calgary, Canada. It is owned and operated by Mr. Randhawa and an integral part of Mr. Randhawa's criminal enterprise.

28. Defendant Server Center Ltd., is a corporation duly incorporated under the laws of Canada with its principal place of business in Calgary, Canada. It is owned and operated by Mr. Randhawa and an integral part of Mr. Randhawa's criminal enterprise.

29. Defendant Rhysley Pvt. Ltd. (formerly Rhysley Couture Pvt. Ltd.), is a corporation duly incorporated under the laws of India with its principal place of business in Faridabad, India. It is owned and operated by Mr. Randhawa and an integral part of Mr. Randhawa's criminal enterprise. In particular, Rhysley's financial statements specify that Defendants Server Center Ltd. and 2144644 Alberta Ltd. are related entities, and that Mr. Randhawa sits on the company's board of directors.

30. Defendant DataCamp Limited (d/b/a CDN77 and/or Datapacket) is a company organized under United Kingdom law, with its principal place of business located at 207 Regent Street, London W1B 3HH, England. DataCamp does business as CDN77 and Datapacket, operating various websites from which it advertises and offers

services under these tradenames including DataCamp.co.uk, CDN77.com, and Datapacket.com. These websites all identify DataCamp Limited as responsible for the services offered.

31. Allstream Business, Inc. (“Allstream”) is a company organized under the laws of Canada, with its principal place of business located in Mississauga, Ontario, Canada. Allstream is a wholly-owned subsidiary of Zayo Group Holdings.

32. Allstream Business USA, LLC (“Allstream USA”) is a limited liability company organized under the laws of the State of Delaware, with its principal place of business located in Vancouver, WA, United States. Allstream USA is also a wholly-owned subsidiary of Zayo Group Holding.

33. Infomir.eu is a company organized under Ukraine law, with its principal place of business located in Estonia, Tallinn, 10143; Kesklinna Linnaosa, Ravala pst. 8. It manufactures “MAG set-top” boxes for use with Boss IPTV Platforms – otherwise known as MAG Devices – to customers inside the United States and Canada. The “MAG set-top” boxes that Infomir.eu manufactures and sells are preloaded with “Ministra Pro” Middleware, which is the software application used by Boss IPTV Platforms.

34. Infomir, LLC (a/k/a Infomir USA) is, upon information and belief, a company organized under the laws of the State of Delaware, with its principal place of business located at 174 Bay 49th Street, Brooklyn, NY 11214, United States. Infomir

distributes the “MAG set-top boxes” and “Ministra Pro” Middleware to Boss IPTV Platforms and the related entities owned and/or operated by Mr. Randhawa.

### **JURISDICTION AND VENUE**

35. This Court has subject matter jurisdiction over Plaintiff’s claims pursuant to 28 U.S.C. §§ 1331 and 1338 because they arise under the Copyright Act, 17 U.S.C. §§ 101 *et seq.*

36. Personal jurisdiction over Defendants is proper because they have each purposefully directed their conduct towards, and have purposefully availed themselves of the privileges of conducting business activities within, the Commonwealth of Pennsylvania (and the Middle District of Pennsylvania) by, among other things, transmitting, selling and supplying, and offering to transmit, sell and supply, the Boss IPTV Services and/or Boss IPTV digital TV “set- top box” devices to customers and/or business partners in the Pennsylvania generally and the Middle District of Pennsylvania, causing injury to YuppTV in this Commonwealth and in this District.

37. Alternatively, to the extent that Mr. Randhawa or any other Defendant is not subject to personal jurisdiction in any state’s courts of general jurisdiction, personal jurisdiction is proper because each derives substantial revenue from residents of the United States as a whole, and they are therefore each subject to personal jurisdiction pursuant to Fed. R. Civ. P. 4(k)(2).

38. Venue is proper in this District under 28 U.S.C. §§ 1391(b)(2) because a substantial part of the events giving rise to YuppTV's claims occurred in this judicial district and under 28 U.S.C. § 1391(b)(3) because Defendants are subject to personal jurisdiction in this judicial district.

39. Venue is also proper in this Court under 28 U.S.C. § 1400(a) because the case involves violations of the Copyright Act.

### **FACTS**

#### *YuppTV's Business as an OTT Service Provider*

40. Founded in 2006, YuppTV has become one of the world's largest OTT internet-based service providers for Indian content, offering more than 250+ television channels, (8) languages.

41. Subscribers of YuppTV use the platform to access YuppTV's available content conveniently anytime and anywhere, through multiple screens and a variety of devices - Connected TVs, Internet "set-top box", Smart Blu-ray Player, PCs, Smart Phones and Tablets.

42. YuppTV offers subscribers an umbrella of entertainment services, including, *inter alia*, live television and broadcaster based OTT apps such as SunNXT, SonyLIV, and Aha.

43. YuppTV contracted for and purchased rights for the Indian channels distributed on its platforms in the United States & Canada from channel owners and their

agents, including: Eenadu Television Pvt. Ltd.; Arha Media & Broadcasting Pvt. Ltd.; Sun TV Network Ltd.; Sony Pictures Networks India Pvt. Ltd. (changed to Culver Max Entertainment Pvt. Ltd.); IndiaCast UK Ltd.; and STAR India Pvt. Ltd. (collectively the “Networks”).

44. Through the contractual relationship with the Networks, YuppTV offers access to certain television channels (the “Protected Channels”). These Protected Channels include, *inter alia*, the following: ETV HD; ETV Plus; ETV Cinema; ETV Abhiruchi; ETV Life; ETV Andhra Pradesh; ETV Telangana; Colors (Asia Pacific Feed); Rishtey Asia; Rishtey Cineplex; News18 India (International Feed); MTV (International Feed); Colors Super; ETV Telugu; ETV AP; Colors Marathi; Colors Kannada; Colors Bangla; Colors Gujarati; STAR Plus; STAR Bharat; Vijay TV; Asianet; Asianet Plus; Asianet Movies; STAR Maa TV; STAR Maa Movies; STAR Maa Gold; STAR Maa Music; STAR Jalsha; STAR Pravah; STAR Suvarna; Sun TV; KTV; Adithya TV; Sun Music; Gemini TV; Gemini Movies; Gemini Comedy; Surya TV; Surya Movies; Udaya TV. A true and correct copy of a list of Protected Channels covered by YuppTV’s License Agreements with the Networks is attached hereto as **Exhibit A**.

45. YuppTV entered into fully executed written licensing agreements with each of the Networks granting YuppTV the right to transmit, distribute, and publicly perform the Protected Channels and the copyrighted programs that air on the Protected Channels in the United States and Canada through YuppTV’s OTT internet-based platform.

46. The programs that make up the Protected Channels are non-United States works, and registration with the United States Copyright Office is not a prerequisite to filing a copyright infringement action with respect to these works. *See* 17 U.S.C. §§ 101 and 411.

*Boss IPTV Services and Direct Infringement*

47. Beginning on or about 2011, Harpreet Singh Randhawa created the Boss IPTV Platforms and marketed an inexpensive “MAG set-top box” platform that provided unlicensed Indian entertainment content to consumers of Indian descent living abroad – particularly, those residing in the United States and Canada.

48. Boss IPTV Platforms illegally deliver unlicensed content to subscribers through Internet Protocol television (“IPTV”) – otherwise known as TV over broadband.

49. Like other IPTV providers, Boss IPTV offers (a) live television streamed over the Internet (multicast) and (b) video on demand services, which allow Service Users to watch or replay content (unicast).

50. To avoid prosecution and paying money damages, Mr. Randhawa’s Boss IPTV has branded and re-branded itself using several different trade names. The Boss IPTV Platforms include, but are not limited to the following: Boss IPTV, Guru IPTV, Tashan IPTV, Brampton IPTV, Vois IPTV, Indian IPTV, Punjabi IPTV, Edmonton IPTV, Boss Entertainment IPTV and UltrastreamTV. Each trade name markets and

illegally provides the same services to the same customer base. And each trade name is owned and operated by Mr. Randhawa and/or Defendant entities named in this suit that Mr. Randhawa controls.

51. YuppTV has investigated the business and practices of Mr. Randhawa's Boss IPTV Platforms since learning of the Platforms' existence.

52. DITAC – the Indian government's specialized unit on cyber crimes – has collected information and data relating to the activities of Boss IPTV Platforms based upon a formal complaint submitted by YuppTV on March 9, 2021.

53. DITAC extracted approximately two (2) terabytes (TB) of data from thirteen (13) computer systems seized by Indian police during the March 10, 2021 raid at Rhysley's offices. This data was submitted to the Indian Cyber Crime unit in 2024, and YuppTV obtained a certified copy via the Faridabad Court.

54. DITAC's data gathering, and YuppTV's ongoing investigatory efforts, uncovered evidence that Boss IPTV Platforms are illegally engaged in widespread fraud, copyright infringement and piracy. A true and correct copy of (i) a selection of the DITAC forensic evidence illustrating infringement by the Boss IPTV Platforms is attached here to as **Exhibit B-1**, and (ii) a Piracy Report prepared internally by YuppTV based upon this forensic evidence is attached hereto as **Exhibit B-2**.

55. Upon analysis, YuppTV identified extensive materials—including emails, marketing and sales data, financial records, and shipping labels—spanning from 2011 to

March 2021. This evidence indicates the involvement of Boss IPTV Platforms in unauthorized infringement since at least 2011.

56. Boss IPTV Platforms intercept and pirate content illegally from Networks, YuppTV and other content creators.

57. Along with the Boss IPTV Platforms, Mr. Randhawa also owns and operates the following entities: Vois Inc., 2144644 Alberta Ltd., Server Center Ltd., and Rhysley Pvt. Ltd. (formerly Rhysley Couture Pvt. Ltd.). Mr. Randhawa uses these entities and the Boss IPTV Platforms to support and further his illicit enterprise (all entities collectively, “Boss IPTV Cartel” or “Direct Infringers”).

58. Server Center Ltd., a Canadian entity, is the ostensible parent company for all entities comprising Mr. Randhawa’s criminal enterprise.

59. YuppTV’s investigation traced and monitored the flow of funds from and between the various entities involved in the Boss IPTV Cartel.

60. 2144644 Alberta Ltd. and Server Center Ltd. transfer substantial funds directly to Rhysley, which then funnels the Boss IPTV Cartel’s illegal profits directly into Mr. Randhawa’s bank accounts situated in India and Canada.

61. The information gathered from DITAC reveals that a substantial portion of the payments to Rhysley originated from Server Center Ltd.

62. Moreover, 2144644 Alberta Ltd., Server Center Ltd. and Vois, Inc. share the same physical address location in Canada, which further demonstrates coordinated operations.

63. The Boss IPTV Platforms utilize the same chat provider, hosting provider, and IP address across their services. The chat software is instrumental in collecting customer information and engaging users, thereby facilitating the promotion and sale of Boss IPTV set-top boxes.

Chat Provider Website	ISP	Hosting Provider	IP Address
<a href="https://eazee.xyz">https://eazee.xyz</a>	Server Center Limited	Allstream Business, Inc. (Zayo Group, LLC)	209.153.233.120:443

64. Specifically, the Boss IPTV Cartel illegally and without proper intellectual property licenses provides Service Users with access to the same television channels, programs and films – the Works protected by copyright law – that lawfully appear on YuppTV’s platform.

65. Unlike YuppTV, the Boss IPTV Cartel did not enter into license agreements with the Networks (or other content creators) and, consequently, has no right or authority to market access to this content to consumers.

66. The Boss IPTV Cartel uses illicit means (i) to gain access to the Pirated Content (including the Works) for which YuppTV holds contractual licenses, and (ii) to market and sell the Boss IPTV Platforms that provide consumers with the Pirated

Content (including the Works) through streaming, on-demand services and live television for prices well below market value.

67. The following advertisement from Guru IPTV illustrates the nature of the content and the services that the Boss IPTV Cartel markets to Service Users living in the United States and Canada:

### **GURU IPTV: Your one-stop entertainment destination!**

GURU IPTV, one of the most popular IPTV service providers in the USA and Canada is now successfully catering to diverse tastes and preferences of tens of millions of Indians staying offshore with its revamped offering.

It enjoys immense popularity amongst its users and is consistently ranking among the most subscribed IPTV services in various states, provinces, and territories of Canada and the United States.

This IPTV is a full-fledged one-stop entertainment platform where you can stream music videos, movies, TV shows, sports, news, and lots more. It offers India-specific content with crystal clear picture quality in English, Hindi, Bengali, Marathi, Gujarati, Punjabi, Tamil, Telugu, Kannada, Urdu, Malayalam and various other languages.

Subscribers can now have access to live sports and catch-up videos on boxing, cricket, football, racing, wrestling, etc. GURU IPTV is compatible with Wi-Fi, easy to set-up and makes browsing content of all shapes, sizes, and formats more convenient.

#### **GURU IPTV boasts of:**

- 50000+ Happy Customers
- 600+ Total Channels
- 600+ HD & SD live South Asian channels
- 140+HD Channels
- 100+Live HD Hindi Channels
- 250+Regional Channels
- World's Biggest Movie Library with 100000+Movies

#### **Unique Features You Won't Get Anywhere Else!**

- Customized streaming services at pocket-friendly prices
- Pause or rewind live TV
- Rewind live HD channels up to 7 days
- No buffering and freezing during live streaming
- Enjoy web-chatting and Youtube on TV
- Wi-Fi Compatibility
- Interactive tools to check the weather, currency rates, Google maps, Picasa and tons of other applications
- Equipped with a Personal Video Recorder that enables you to record your favorite programs and watch later
- 24\*7\*365 customer support

Scouting for affordable entertainment?

GURU IPTV is your best bet!

Sign-up now to receive a 3-month subscription free! Buy now to get flat \$30 off!

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68. Like other IPTV platforms, the Boss IPTV Cartel requires Service Users to purchase and configure a “MAG set-top box” or dedicated app (for use on smart TVs, smartphones, and/or tablets) in order to use the Boss IPTV Platforms.

69. The Boss IPTV Cartel uses Infomir.eu, a Ukrainian-based company, to manufacture the “MAG set-top boxes” – also known as MAG Devices.

70. The Boss IPTV Cartel then acquires the “MAG set top boxes,” loaded with the “Ministra Pro” Middleware, from Infomir USA, a domestic affiliate of Infomir.eu.

71. After the devices are procured from Infomir USA, the Boss IPTV Cartel directly distributes the “MAG set-top boxes” (preinstalled with “Ministra Pro” Middleware) to Service Users who have subscribed to Boss IPTV Platforms. The Cartel uses various channels to deliver the “MAG set-top boxes” directly to the Service Users, including multiple websites and social media platforms.

72. The following screenshot captured from the website of a Boss IPTV Platform delineates the basic package that the Cartel’s Boss IPTV Platforms offer to subscribers – pay a one-time flat fee that includes the “MAG set-top box” and a 5-year subscription.

The screenshot shows the Boss IPTV website with the following details:

- Browser address bar: `bossiptvxyz/home/`
- Navigation menu: Home, About Us, Channels, Features, Set Top Box, Testimonials, Buy Now, Blog, Contact Us
- Header: 24/7 Customer Support, Free Express Shipping, +1-778-372-211
- Logo: BOSS IPTV
- Offer: **5 YEARS** Subscription (Pay Once & Enjoy)
- Price: **\$250 USD** (Only at, Without hardware)
- Product: **MAG540** set-top box (Hardware Included) for **\$350 USD** (Original price: \$400 USD)
- Features: 15000+ TV Channels in Streaming 4K, 100000+ Video on Demand, 4K ULTRA HD EXPERIENCE UNLIMITED STREAMING
- Image: A family of four (father, mother, and two children) sitting together and watching TV.

73. Recently, YuppTV’s investigation found that certain Boss IPTV Platforms have begun advertising a “Lifetime of IPTV [Subscription] for Just \$400 CAD.” Offering lifetime access to IPTV services is a typical characteristic of unauthorized providers, such as those platforms marketed by the Boss IPTV Cartel.

The screenshot shows the homepage of VOIS, an Indian IPTV service provider. The main banner is purple and features a cricket theme with the text "HAT-TRICK IPTV SALE" and "SCORE A LIFETIME SHOT WITH THIS DEAL!". Key features listed include "15000+ LIVE CHANNELS", "500000+ ON-DEMAND TITLES", and "4K STREAMING". A prominent offer states "ENJOY A LIFETIME OF IPTV FOR JUST 400 CAD ONLY" with a "LIMITED TIME OFFER" badge. The website header includes a navigation menu with "Home", "Channels", "IPTV Box", "About Us", "Locations", "Blog", "Contact Us", "Reviews", and a "Buy Now" button. A "24/7 Customer Support" and "Free Express Shipping" banner is at the top. At the bottom, there is a "LIVE CHAT" button and social media icons for WhatsApp and Telegram.

74. The investigation by YuppTV – utilizing DITAC’s data gathering – has revealed that Boss IPTV Platforms regularly sell more than 1,400 “MAG set-top boxes” to Service Users in a one-month period. A true and correct list of the monthly sales by the Boss IPTV Cartel, across all brands, is attached hereto as **Exhibit C**.

75. YuppTV has created a database of shipping labels from the Boss IPTV Cartel to Service Users of the Boss IPTV Platforms residing in the United States and Canada. These Service Users tender their subscription payment to Server Center Ltd. – or one of the other Boss IPTV Cartel entities – and receive a “MAG set-top box” shipped to their specified residence.

76. The following is an example of a shipping label used to deliver a “MAG set-top box” to a Service User of a Boss IPTV Platform, named “Mahendra Patel” who resides in Mechanicsburg, Pennsylvania:




**Authorization for Credit Card Use**

PRINT AND COMPLETE THIS AUTHORIZATION AND RETURN.  
All information will remain confidential Name on

Card: Master card

Billing Address: 122 BALFOUR DR  
Mechanicsburg PA 17050

Credit Card Type:  Visa  Mastercard  Discover  AmEx

Credit Card Number: 5424 1813 1719 3105

Expiration Date: 06/22

Card Identification Number: 740 (last 3 digits located on the back of the credit card)

Amount to Charge: \$ 300.00 (USD)

I hereby declare the transaction made to Server Center Limited for \$ 300.00 on 5-15-2020 is an authorized transaction. I agreed to pay for this purchase in accordance with the issuing bank cardholder agreement.

**Cardholder – Please Sign and Date**

Signature: M Patel

Date: 5-12-2020

Print Name: MAHENDRA PATEL

**Return the completed and signed form.**

77. The Boss IPTV Cartel ships new “MAG set-top boxes” into the United States and Canada regularly. This includes shipments throughout the Commonwealth of Pennsylvania and, in particular, the Middle District of Pennsylvania.

78. Unlike YuppTV, the Cartel and Mr. Randhawa do not pay to license the Pirated Content from the Networks and/or the content creators in order to host and distribute the Pirated Content to the subscribers of the various Boss IPTV Platforms without abridging U.S. intellectual property law. Consequently, the Boss IPTV Cartel is able to charge consumers below-market rates for the Pirated Content, stealing both revenue and profits from YuppTV.

79. Several Networks such as ETV, STAR and Indiacast authorized YuppTV (“YuppTV Authorization Letters”) to pursue legal action against the Boss IPTV Cartel for its unlawful piracy of protected Content available on the YuppTV platform through streaming and live television. A true and correct copy of the YuppTV Authorization Letters from the Networks to YuppTV are attached here to as **Exhibit D**.

80. YuppTV is a licensee and rights holder, which is authorized to publicly perform and disseminate the television channels and the copyrighted materials (including the Works) owned and/or controlled by the Networks to subscribers of the YuppTV platform.

81. YuppTV's revenues and profits are tied to its ability to successfully market the television channels and the copyrighted materials licensed through the Networks (and content providers).

82. Theft of these television channels and copyrighted materials – that is, the Pirated Content by the Boss IPTV Platforms – damages YuppTV and diminishes YuppTV's economic prospects.

83. The Pirated Content by the Boss IPTV Platforms displaces the market available customers YuppTV could legitimately acquire were the Pirated Content not offered illegally.

84. As a result of the Boss IPTV Cartel's actions and its illicit business enterprise, YuppTV has lost hundreds of millions of dollars in revenues and related profits. As long as the Boss IPTV Cartel continues to operate, YuppTV's damages continue to accrue.

*DataCamp Knowingly Provides Boss IPTV Platforms with the  
Means to Continue Pirating YuppTV's Content*

85. A content delivery network ("CDN") is a geographically distributed network of datacenters and computer servers designed to transmit content over the Internet with high efficiency and peak performance.

86. Boss IPTV Platforms, as unauthorized IPTV streaming services, depend on third-party CDNs to deliver Pirated Content to their subscribers. Boss IPTV Platforms could not operate without these CDNs.

87. DataCamp provides CDN services to Boss IPTV Platforms, and materially assists these Boss IPTV Platforms in delivering the Pirated Content – that is the Works and copyrighted material airing on the Protected Channels specified in the Network License Agreements, and ultimately licensed to YuppTV.

88. The Boss IPTV Platforms rely on DataCamp’s CDN services in order to transmit the Pirated Content (the Works and copyrighted material airing on the Protected Channels and properly licensed to YuppTV) to their Service Users, and therefore to operate the Boss IPTV Cartel enterprise.

89. DataCamp offers end-to-end streaming assistance to Boss IPTV Platforms, including assisting them with transcoding and delivering the Pirated Content (including the Works and copyrighted material airing on the Protected Channels) in HD over the internet; concealing the identities and IP addresses of the operators of the Boss IPTV Platforms; and improving the speed, reliability, and overall quality of the content delivery services (“DataCamp CDN”).

90. The DataCamp CDN brings content to the end user, and allows unauthorized services like the Boss IPTV Platforms to market high quality visual and audio transmissions at a fraction of the cost.

91. For example, the DataCamp CDN contains caching servers to accelerate load times and reduce bandwidth consumption. Each of DataCamp’s caching servers typically holds multiple storage drives with large amounts of computer memory or RAM

to cache the content of the Boss IPTV Platforms and seamlessly deliver it to their subscription Service Users.

92. DataCamp positions its servers closer in geographical proximity to end users of its content and thus reduces the propagation time of data being transmitted to subscription Service Users of Boss IPTV Platforms.

93. YuppTV has identified two CDN server locations that DataCamp uses to bring content offered by Boss IPTV Platforms to end users in the United States and Canada:

- (a) **LGA1 – Downtown NYC Data Center**, which is located at the following physical address: 60 Hudson Street, Suite #1903, New York, NY 10013; and
- (b) **SEA1 – Downtown Seattle Data Center**, which is located at the following physical address: 2001 6th Ave, 12th Floor, Suite #12500, Seattle, WA 98109.

94. Both centers are operated by DataBank Holdings, Ltd., the headquarters of which is located at 400 South Akard St., Suite 100, Dallas, TX 75202

95. DataBank Holdings, Ltd. is an affiliate of DataCamp according to the company's website. (<https://www.databank.com/solutions/interconnection-marketplace/datacamp-limited/>).

96. DataCamp's CDN, therefore, allows the Boss IPTV Platforms to serve Boss IPTV Service Users with video files from the geographically closest server location rather than from the point of origin, which translates into a faster and consequently smoother video distribution and an improved customer experiences for the customers of Boss IPTV who are receiving the Pirated Content. DataCamp's CDN, then, is a critical part of the Boss IPTV Cartel's distribution mechanism and its corresponding scheme to deprive YuppTV of legitimate revenue.

97. DataCamp transmits the Pirated Content (the Works and copyrighted material) properly aired on the Protected Channels (and streamed from YuppTV and/or broadcast by the Networks) through the Boss IPTV Platforms to subscription Service Users. This constitutes a material contribution to the direct infringement perpetrated by the Boss IPTV Platforms.

98. DataCamp also provides additional services that substantially assist the Pirate Services' infringement.

99. DataCamp offers the Boss IPTV Cartel and Boss IPTV Platforms the ability to monetize their theft of the Pirated Content (including the Works and Protected Channels) by providing security solutions to shield and encrypt their illegal signal feeds, thus ensuring that only illegal subscription-paying Service Users can view the Works and Protected Channels on Boss IPTV Platforms.

100. DataCamp improves the performance of the Boss IPTV Platforms by reducing the physical distance between Service Users and the Protected Channel streams and improving the server-side infrastructure.

101. For example, DataCamp supplies the Boss IPTV Cartel with load balancing and caching. These optimizations materially increase the quality of the Boss IPTV Platforms' streaming product.

102. Boss IPTV Platforms route the Works on the Protected Channels through DataCamp's CDN instead of the origin servers maintained by the Boss IPTV Cartel.

103. This process conceals the original servers maintained by the Boss IPTV Cartel, which prevents or inhibits YuppTV's efforts in sending DMCA infringement notices directly to the Internet service providers for the Boss IPTV Cartel's servers of origin.

104. YuppTV, nonetheless, has notified DataCamp that Boss IPTV Platforms use its CDNs in the United States to perpetrate infringement of the Pirated Content – that is, the Protected Channels and the Works available properly from YuppTV and the Networks with which YuppTV contracts.

105. Since 2020, YuppTV sent correspondence to DataCamp requesting that DataCamp remove or disable access to the Pirated Content on the DataCamp CDN. Although DataCamp undertook some steps to address YuppTV's complaints regarding

the Pirated Content, it has failed to enact measures sufficient to curtail Boss IPTV's infringement.

106. As a result of DataCamp's refusal to take appropriate measures to stop copyright infringement, Boss IPTV Platforms continue unhindered as DataCamp customers. Boss IPTV Platforms continue to purchase increasing amounts of bandwidth from DataCamp.

107. In 2018, the Motion Picture Association of America observed, "A growing number of globally popular illegal IPTV services use DataCamp infrastructure and services to deliver/distribute their illegal IPTV content to a worldwide audience."<sup>1</sup> This practice continues in 2025 because DataCamp markets its infrastructure to offenders like the Boss IPTV Cartel and its branded Platforms.

108. In fact, DataCamp materially assists Boss IPTV Platforms in its infringement of YuppTV's protected content and the Networks' protected content.

109. DataCamp knows that the Boss IPTV Cartel uses its CDN to transmit the Pirated Content to Boss IPTV's Service Users in the United States and Canada. YuppTV has warned DataCamp that the Boss IPTV Cartel uses its CDN for this purpose.

110. On several occasions since 2020, YuppTV sent DataCamp proper notices under the Digital Millennium Copyright Act. A true and correct copy of YuppTV's

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<sup>1</sup> <https://www.motionpictures.org/wp-content/uploads/2018/11/notorious-markets-final.pdf>.

DMCA Notices directed to DataCamp (“DMCA Notice Letters”) are attached hereto as **Exhibit E**.

111. YuppTV’s DMCA Notice Letters demanded that DataCamp remove the Pirated Content because DataCamp’s offering of the Pirated Content violated U.S. copyright laws.

112. To avoid liability for replacing content (or restoring access to content) that is the subject of a takedown request, the DMCA requires service providers like DataCamp to direct that their customers provide a DMCA-compliant counter notice. *See* 17 U.S.C. § 512(g)(3). A DMCA-compliant counter notice must include the name, address, and phone number of the service provider’s customer. *Id.*

113. Contrary to DMCA requirements, DataCamp did not terminate access to the Pirated Content identified in YuppTV’s Notice Letters – nor did DataCamp require its customers to submit DMCA-compliant counter notices, which would have identified all operators of Boss IPTV Platforms to YuppTV.

114. DataCamp customers responsible for providing the Protected Channels and the Works on various Pirate Services did so repeatedly, and continued to do so even after YuppTV complained to DataCamp. These DataCamp customers used the same domain names, and streaming URLs to deliver infringing content for the same Boss IPTV Platforms.

115. Upon receiving YuppTV's Notice Letters, DataCamp failed to respond, responded by indicating it had forwarded YuppTV's notice to the responsible customer to remove the infringing content, or asked for additional information.

116. YuppTV provided further information to DataCamp, documenting the systemic infringement perpetrated by the Boss IPTV Platforms and the Boss IPTV Cartel.

117. DataCamp failed to remove or block the Protected Channels or the Works from being transmitted through its servers and failed to terminate the Boss IPTV Platforms responsible for the infringement, despite receiving YuppTV's Notice Letters and other evidence provided by YuppTV and Networks.

118. DataCamp has benefited financially by allowing Boss IPTV Platforms and the Boss IPTV Cartel to operate across the DataCamp servers, despite DataCamp's knowledge of the Boss IPTV Cartel's continued copyright infringement of the copyrighted content available on YuppTV's Platform and DataCamp's criticality to the distribution of that infringing content.

119. DataCamp, consequently, is ineligible for safe harbor under the DMCA. DataCamp failed to terminate the Boss IPTV Platforms as repeat infringers using the DataCamp CDN and failed to designate an agent with the United States Copyright Office.

120. DataCamp's infringement in connection with the Infringing Services perpetrated by the Boss IPTV Cartel remains ongoing despite receipt of YuppTV's DMCA Notice Letters since 2020.

121. Moreover, DataCamp has been involved in other litigation concerning similar allegations – that is, DataCamp willingly allows unauthorized streaming services to use its CDN to commit copyright infringement. Yet, despite these repeated allegations and judgments obtained, DataCamp refuses to implement adequate security measures to remove and disable Pirated Content from being stored and transmitted through the DataCamp CDN.

122. YuppTV informed DataCamp in 2020 of (i) the IP addresses used by the Boss IPTV Platforms and of (ii) how the Boss IPTV Platforms intercept and disseminate the Pirated Content across the DataCamp CDN. DataCamp did nothing to stop the infringement. The Boss IPTV Platforms continue to use the DataCamp CDN to commit copyright infringement as of March 2025 with DataCamp's affirmative knowledge of the infringement.

*Allstream Knowingly Provides Boss IPTV Platforms with the Means to Continue Pirating YuppTV's Content*

123. Allstream Business, Inc., (and its U.S. affiliate Allstream Business USA, LLC) is a business communications provider based in Ontario, Canada.

124. Allstream offers Internet Protocol (IP) connectivity, managed IP services, dedicated servers, unified communications and voice services to customers located in the U.S. and Canada.

125. Allstream dedicated servers host most of the domain websites for the Boss IPTV Platforms.

126. The primary data center for the Boss IPTV Platforms, located in Calgary, Canada, utilizes Allstream's dedicated servers for channel encoding and video-on-demand (VOD) creation.

127. Allstream's server infrastructure hosts the Customer Relationship Management (CRM) system used by the Boss IPTV Platforms for tracking complaints and payment disputes with Service Users.

128. Allstream's dedicated servers host Eazee Chat, the customer chat platform for all Boss IPTV Platforms.

129. Moreover, the call center handling customer sales and technical support for the Boss IPTV platform, as well as the technical team responsible for streaming and channel encoding, operate remotely from the Faridabad office (India) using Allstream's servers.

130. Boss IPTV Platforms rely on Allstream for CDN backup services, which allows Boss IPTV Platforms to store all data on back-up servers and – when needed – to transfer all data seamlessly to a new CDN provider without interruptions in service.

131. Allstream Business, Inc., received multiple DMCA notices in 2018–2019, which alerted Allstream that Tashan IPTV (and possibly other Boss IPTV Platforms) was actively using Allstream’s dedicated servers to perpetrate content infringement activities.

132. A separate third-party entity sent these DMCA notices to Allstream (“Third-party DMCA Notices”); YuppTV discovered the Third-Party DMCA notices through its review of the forensic data gathered by DITAC.

133. Allstream failed to undertake corrective measures following receipt of the Third-party DMCA Notices; rather, Allstream has since allowed other Boss IPTV Platforms to utilize Allstream’s dedicated servers in the same manner.

134. Thus, Allstream has facilitated the infringing activities of Boss IPTV Platforms, and continues to do so.

135. Contrary to DMCA requirements, Allstream did not remove or disable access to the Pirated Content identified in the Third-party DMCA Notices received in 2018 and 2019; nor did Allstream require Boss IPTV Platforms to submit DMCA-compliant counter notices, which would have identified all operators of Boss IPTV Platforms to YuppTV.

136. Boss IPTV Platforms continue to use Allstream’s dedicated servers for committing infringement of the Protected Channels and the Works performed on those Protected Channels.

137. Upon receiving the Third-party DMCA Notices in 2018 and 2019, Allstream either (i) failed to respond entirely; (ii) responded by indicating it had forwarded the DMCA Notices to the responsible customer to remove the infringing content; or (iii) asked for additional information.

138. Upon information and belief, Allstream has sufficient documentation of the systemic infringement perpetrated by the Boss IPTV Platforms and the Boss IPTV Cartel.

139. Allstream failed to remove or block the Protected Channels or the Works from being transmitted through its servers and failed to terminate the Boss IPTV Platforms responsible for the infringement, despite receiving the Third-party DMCA Notices and other evidence of infringement by Boss IPTV Platforms.

140. Allstream has benefited financially by allowing Boss IPTV Platforms and the Boss IPTV Cartel to operate across the Allstream dedicated servers, despite Allstream's knowledge of the Boss IPTV Cartel's continued copyright infringement of the copyrighted content available on YuppTV's Platform and Allstream's criticality to the distribution of that infringing content.

141. Allstream, consequently, is ineligible for safe harbor under the DMCA. Allstream failed to terminate the Boss IPTV Platforms as repeat infringers using the Allstream dedicated servers and failed to designate an agent with the United States Copyright Office.

142. Allstream's infringement in connection with the Infringing Services perpetrated by the Boss IPTV Cartel remains ongoing despite receipt of the Third-party DMCA Notices, which clearly and succinctly identified the infringing activities of the Boss IPTV Cartel and the Boss IPTV Platforms.

## COUNT I

### **Direct Copyright Infringement Against Direct Infringers 17 U.S.C. §§ 106(1), (4)**

143. YuppTV incorporates all preceding paragraphs as if set forth at length here.

144. YuppTV is a copyright owner under 17 U.S.C. § 106 because YuppTV holds, or held during the relevant time period, the non-exclusive rights to transmit, distribute, and publicly perform in the United States, by means including OTT, and the internet, the programs that make up the Protected Channels.

145. The programs that make up the Protected Channels are original audiovisual works fixed in a tangible medium of expression and are therefore copyrightable subject matter. YuppTV's rights to publicly perform the programs that aired on the Protected Channels arise under the laws of India, a nation that is a party to copyright treaties with the United States and where the programs were authored and first published. Under 17 U.S.C. §§ 101 and 411, the programs that make up the Protected Channels are non-United States works and, therefore, registration with the United States Copyright Office is not a prerequisite to filing a copyright infringement action with respect to these works.

146. Without permission from YuppTV, the Direct Infringers infringe YuppTV's licensed rights in the copyrighted programs that make up the Protected Channels by transmitting those copyrighted programs through the Boss IPTV Platforms (using servers controlled by the Direct Infringers) to Service Users in the United States and Canada.

147. By transmitting the copyrighted programs through the Boss IPTV Platforms to Service Users in the United States and Canada, the Direct Infringers publicly perform the Protected Channels and the copyrighted programs that make up the Protected Channels without authorization from YuppTV, thereby illegally infringing YuppTV's rights under 17 U.S.C. § 106.

148. The Direct Infringers have and had actual knowledge that their actions illegally infringe YuppTV's rights to transmit and publicly perform the Protected Channels and the copyrighted programs that make up the Protected Channels.

149. The illegal infringement of YuppTV's rights in each copyrighted program publicly performed by the Protected Channels constitutes a separate and distinct act of copyright infringement.

150. The Direct Infringers are jointly and severally liable for each act of illegal infringement described above because they personally directed, authorized, supervised, or participated in, and financially benefited from such infringing conduct as alleged herein.

151. The Direct Infringers' actions are willful, malicious, intentional, and purposeful, and in disregard of and with indifference to the rights of YuppTV and have been conducted on a sustained basis over a number of years, despite receiving notices to discontinue their illegal acts.

152. Unless enjoined by the Court, the Direct Infringers will continue to engage in acts causing substantial and irreparable injury to YuppTV that includes damage to its reputation, loss of goodwill, lost sales, and lost profits for which there is no adequate remedy at law.

## COUNT II

### **Violation of the Digital Millennium Protection Act (DMCA), 17 U.S.C. § 1201, *et seq.***

153. YuppTV incorporates all preceding paragraphs as if set forth at length here.

154. Section 1201(a)(1)(A) of the DMCA provides in pertinent part that “[n]o person shall circumvent a technological measure that effectively controls access to a work protected under [the Copyright Act].” 17 U.S.C. § 1201(a)(1)(A).

155. YuppTV uses technological protection measures (“TPMs”) to effectively control access to, and to protect the rights of copyright in, motion pictures, television programs and other works protect by the Copyright Act.

156. On information and belief, the Direct Infringers circumvent the TPMs that YuppTV employs (including passwords, paywalls, subscriptions, registration keys, limits upon the number of simultaneous users, encryption/scrambling, download blocking, etc.). The Direct Infringers, therefore, have violated 17 U.S.C. § 1201(a)(1)(A).

157. This illegal circumvention by the Direct Infringers in violation of the DMCA constitutes a separate and independent unlawful act and claim for relief from those stated in the first cause of action.

158. YuppTV has sustained and will sustain actual damage as the result of Direct Infringers' DMCA violations, including, *inter alia*, damages to the value of the Copyrighted Works and the reduction in YuppTV's goodwill and economic interests in the Copyrighted Works. 17 U.S.C. § 1203(c)(2). YuppTV is also entitled to the Direct Infringers' profits from their violations of the DMCA. *Id.*

159. Alternatively, and at their election, YuppTV is entitled to an award of the maximum statutory damages as permitted by the DMCA. *Id.* 17 U.S.C. § 1203(c)(3).

160. The Direct Infringers conduct, unless enjoined and restrained by this Court, will cause immediate and irreparable injury to YuppTV which has no other adequate remedy at law. Pursuant to 17 U.S.C. § 1203(b)(2), YuppTV is entitled to preliminary and permanent injunctions prohibiting the Direct Infringers from committing further violations of § 1201.

161. YuppTV is further entitled to its attorneys' fees and full costs pursuant to 17 U.S.C. § 1203.

### COUNT III

#### **Contributory Copyright Infringement, 17 U.S.C. § 501 Against DataCamp, Allstream, Allstream USA, Infomir.eu and Infomir, LLC**

162. YuppTV incorporates all preceding paragraphs as if set forth at length here.

163. YuppTV is a copyright owner under 17 U.S.C. § 106 because YuppTV holds or held licensed rights to publicly perform the content broadcasted over the Protected Channels (including the "Works") in the United States by means including OTT and internet.

164. The Works are original audiovisual works fixed in a tangible medium of expression, and are therefore copyrightable subject matter. YuppTV's copyrights in the Works arise under laws of nations other than the United States that are parties to copyright treaties with the United States, including India where the programs were authored and first published. Under 17 U.S.C. §§ 101 and 411, the Works are non-United States works and therefore registration with the United States Copyright Office is not a prerequisite to filing a US copyright infringement action for the Works.

165. YuppTV's licensed rights to publicly perform the Works, including those streamed over the Protected Channels identified in **Exhibits A**, are directly infringed by

unauthorized transmission of these works from the Boss IPTV Platforms and the Boss IPTV Cartel to Service Users who access the Pirated Content.

166. The Boss IPTV Platforms and the Boss IPTV Cartel use the DataCamp CDN to publicly perform the Pirated Content, including the Works.

167. Likewise, Allstream dedicated servers host most of the Boss IPTV Platforms and, thus, facilitate and enable those Platforms and the Boss IPTV Cartel to engage in the copyright infringement relating to the Protected Channels and the Works publicly performed on those Channels.

168. DataCamp, Allstream, Allstream USA, Infomir.eu and Infomir, LLC (collectively, “Enabling Defendants”) materially contributed to the direct infringement of YuppTV’s public performance rights by the Boss IPTV Platforms and the Boss IPTV Cartel.

169. Through (i) YuppTV’s DMCA Notice Letters, (ii) DMCA Notices from other victims and (iii) the governmental investigation by Indian authorities (including the data collected by DITAC), Enabling Defendants had actual knowledge that the transmission of the Pirated Content (including the Works) to Service Users infringes YuppTV’s public performance rights and that the infrastructure of Enabling Defendants was being used for such copyright infringement on a massive scale. This includes DataCamp’s CDN, Allstream’s dedicated servers that host the Boss IPTV Platforms, and Infomir’s “MAG set-top boxes” with preinstalled “Ministra Pro” middleware.

170. Enabling Defendants also had actual knowledge that its subscribers, the Boss IPTV Platforms and the Boss IPTV Cartel, engaged in repeated and willful copyright infringement. Enabling Defendants facilitated, encouraged, and materially contributed to the infringement by the Boss IPTV Platforms and the Boss IPTV Cartel because they continued to provide their services, servers, hardware devices, and the facilities necessary for the Boss IPTV Platforms to commit repeated infringement.

171. DataCamp, Allstream and Allstream USA had the means to withhold their assistance to the Boss IPTV Platforms and the Boss IPTV Cartel upon learning of the URLs, domain names, and IP addresses associated with the servers providing access to the Pirated Content (including the Works), including by removing or disabling access to the Pirated Content (including the Works) or terminating the accounts of the Boss IPTV Platforms and the Boss IPTV Cartel. But DataCamp, Allstream and Allstream USA failed to do so.

172. Likewise, Infomir and Infomir LLC had the capability of cancelling its contractual relationship with the Boss IPTV Platforms and the Boss IPTV Cartel, and thus refusing to manufacture the “MAG set-top boxes” with the preinstalled “Ministra Pro” middleware.

173. Infomir and Infomir LLC chose – like DataCamp, Allstream and Allstream LLC – to continue its relationship with the Boss IPTV Platforms and the Boss IPTV

Cartel, with the knowledge that doing so facilitated and enabled further copyright infringement.

174. Enabling Defendants could have taken these simple measures to prevent further illegal infringement of YuppTV's licensed rights to publicly perform the Works. But Enabling Defendants took no such measures.

175. By purposely ignoring or turning a blind eye to the willful and repeated infringement by the Boss IPTV Platforms and the Boss IPTV Cartel, Enabling Defendants knowingly caused and materially contributed to the unauthorized public performance of the Pirated Content (including the Works), in violation of YuppTV's licensed rights.

176. Enabling Defendants' actions are willful, malicious, intentional, purposeful, and in disregard of and with indifference to the rights of YuppTV.

177. Unless enjoined by the Court, Enabling Defendants will continue to engage in acts causing substantial and irreparable injury to YuppTV that includes damage to its reputation, loss of goodwill, and lost sales, for which there is no adequate remedy at law.

#### **COUNT IV**

#### **Vicarious Copyright Infringement, 17 U.S.C. § 501 Against DataCamp, Allstream, Allstream USA, Infomir.eu and Infomir, LLC**

178. YuppTV incorporates all preceding paragraphs as if set forth at length here.

179. DataCamp, Allstream, Allstream USA, Infomir.eu and Infomir, LLC (collectively, “Enabling Defendants”) are liable as vicarious copyright infringers for the direct infringement by the Boss IPTV Platforms and the Boss IPTV Cartel of YuppTV’s public performance rights.

180. Enabling Defendants has the legal right and the actual ability to supervise and control the infringing activities of the Boss IPTV Platforms and the Boss IPTV Cartel through the DataCamp CDN, the Allstream dedicated servers, and the Infomir “MAG set-top boxes,” respectively. Enabling Defendants failed to stop the infringement of YuppTV’s licensed rights in the Pirated Content (including the Works and the Protected Channels).

181. The Boss IPTV Platforms and the Boss IPTV Cartel are motivated to become DataCamp and Allstream subscribers due to their knowledge that they can publicly perform the Pirated Content (including the Works) without interference from DataCamp or Allstream. In particular, DataCamp continually failed to comply fully with YuppTV’s DMCA Notice Letters.

182. Similarly, Infomir and Infomir LLC continue as the producer of “MAG set-top boxes” for the Boss IPTV Platforms and the Boss IPTV Cartel, given the Cartel’s knowledge that the Boss IPTV Platforms can publicly perform the Pirated Content (including the Works) without interference from Infomir or Infomir LLC.

183. At all relevant times, Enabling Defendants had a financial interest in, and derived direct financial benefit from, the Boss IPTV Platforms and the Boss IPTV Cartel's infringing use of the DataCamp CDN, the Allstream dedicated servers, and the Infomir "MAG set-top boxes," respectively. The DataCamp CDN, the Allstream dedicated servers, and the Infomir "MAG set-top boxes" are used to publicly perform the Pirated Content, which includes thousands of Works to an unknown number of Service Users. This usage serves as a draw for Enabling Defendants to attract, retain, and charge more fees to its customers. By failing (i) to terminate accounts of the Boss IPTV Platforms and the Boss IPTV Cartel; (ii) to remove or disable access to the Pirated Content (including the Works); and (iii) to cease producing "MAG set-top boxes" for exclusive use on Boss IPTV Platforms, Enabling Defendants illegally profited from illicit revenue that they would not otherwise have received.

184. Enabling Defendants' actions are willful, malicious, intentional, purposeful, and in disregard of and with indifference to the rights of YuppTV.

### **REQUEST FOR RELIEF**

Plaintiffs respectfully requests that this Court grant judgment in favor of Plaintiff and against Defendants as follows:

(1) Permanently enjoining Defendants and their officers, agents, servants, and employees, and all those acting in active concert or participation with them, from (i)

distributing, publicly performing, and/or in any way transmitting video content in which YuppTV holds licensed rights, including certain of the Protected Channels and the programs and/or Works that make up those Protected Channels; (ii) inducing, encouraging, causing, facilitating, and/or materially contributing to the unauthorized distribution, public performance, and/or transmission by others of the programs and/or Works that make up the Protected Channels in which YuppTV holds licensed rights; (iii) distributing, selling, advertising, marketing, or promoting the Infringing Services by the Boss IPTV Platforms and the Boss IPTV Cartel, or any other service that contains, connects to, offers for download, transmits, assists in the transmission of, streams, hosts, provides access to, or otherwise distributes or publicly performs, or displays directly or indirectly, by means of any device or process, any of the Protected Channels or any one or more of the programs and/or Works that make up the Protected Channels in which YuppTV holds licensed rights; or (iv) enabling, assisting, or consulting with other persons or entities to do any of the activities described in (i)-(iii) above, including by selling, leasing, licensing, assigning, conveying, distributing, loaning, encumbering, pledging, or otherwise transferring, whether or not for consideration or compensation, any part of their infringing operations;

(2) Permanently enjoining Defendants from distributing, providing, promoting, and/or selling set-top boxes and services that distribute or publicly perform the Protected Channels or the copyrighted programs (and/or Works) that make up the

Protected Channels in the United States or otherwise provide to users in the United States access to the Protected Channels or the copyrighted programs (and/or Works) that make up the Protected Channels;

(3) For all Registered Works, statutory damages as awarded by the Court as specified under 17 U.S.C. § 504(c), or the Defendants' profits attributable to the infringement of those registered works under 17 U.S.C. § 504(b);

(4) For unregistered works, an award of Defendants' profits attributable to the infringement of each unregistered work under 17 U.S.C. § 504(b);

(5) Awarding YuppTV its costs of prosecuting this action, including reasonable attorneys' fees, pursuant to 17 U.S.C. § 505;

(6) Awarding YuppTV prejudgment interest and post judgment interest at the highest legal rate allowed under law;

(7) Directing Defendants to file with this Court within thirty (30) days after the entry of final judgment a written statement, under oath, setting forth in detail the manner in which they have complied with the Judgment of the Court; and

(8) Awarding YuppTV such other and further relief as this Court deems just, proper, and equitable.

Respectfully Submitted,

GOLDSTEIN LAW PARTNERS, LLC

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