

AKERMAN LLP
 KANIKA D. CORLEY (SBN 223607)
 kanika.corley@akerman.com
 ALICIA Y. HOU (SBN 254157)
 alicia.hou@akerman.com
 601 W. Fifth Street, Suite 300
 Los Angeles, CA 90071
 Telephone: (213) 688-9500
 Facsimile: (213) 627-6342

Attorneys for Plaintiff NEW TRADITION MEDIA, LLC

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

NEW TRADITION MEDIA, LLC, a New
 York limited liability company

Case No.

Plaintiffs,

**COMPLAINT FOR DECLARATORY
 JUDGMENT AND INJUNCTIVE
 RELIEF**

v.

DEMAND FOR JURY TRIAL

RITTERSBACHER SUNSET, LLC, a
 California limited liability company; and
 DOES 1 to 10, inclusive;

Defendant.

Plaintiff New Tradition Media, LLC for its complaint against Defendant
 Rittersbacher Sunset, LLC alleges as follows:

I. NATURE OF THE ACTION

1. This is an action for a declaratory judgment and injunctive relief
 confirming the scope of rights to a copyright. As alleged in further detail below,
 Plaintiff New Tradition Media, LLC is one of the joint owners of Copyright No.
 VA0002326025, with Registration Date 2022-07-11 ("Copyright"). The Copyright
 encompasses the design for a digital billboard and a new static sign and other related

AKERMAN LLP

601 W. FIFTH STREET, SUITE 300
 LOS ANGELES, CALIFORNIA 90071
 TEL.: (213) 688-9500 – FAX: (213) 627-6342

1 elements that can be constructed at 8300 W. Sunset Blvd. in West Hollywood and
2 adjacent property in Los Angeles, California, and has been duly registered under the
3 Copyright Act ("Digital Billboard").

4 2. Defendant Rittersbacher Sunset, LLC ("Defendant") has made false
5 representations about and sought to profit from the Copyright by improperly
6 referencing the Copyright in its business dealings, including sale of commercial real
7 estate. By this action, New Tradition Media, LLC seeks a declaratory judgment that
8 (1) Defendant does not have any rights to prepare, produce, copy, distribute, exploit,
9 and/or authorize others to prepare, produce, copy, distribute, or exploit the Digital
10 Billboard and the Copyright because to do so would violate the Copyright Act; and to
11 enjoin (2) Defendant from representing to any third parties that Defendant owns or
12 holds any right, title, and/or interest in the Copyright or that Defendant has authority
13 to license and/or transfer any rights in or to the Digital Billboard or Copyright.

14 II. PARTIES

15 3. Plaintiff New Tradition Media, LLC ("New Tradition" or "Plaintiff") is a
16 limited liability company, registered in the State of New York, located in New York,
17 New York. New Tradition holds a license granting it the right to display
18 advertisements upon a designated area. The designated area includes a billboard that
19 sits atop a pole presently located at 8300 W. Sunset Blvd in West Hollywood,
20 California. The commercial real property at 8300 W. Sunset Blvd in West Hollywood,
21 California is referred to herein as the "Subject Real Property." Plaintiff is not in
22 privity of contract with Defendant.

23 4. Defendant Rittersbacher Sunset, LLC is a limited liability company,
24 registered in the State of California, with its principal place of business in Springfield,
25 Oregon. Defendant owns the Subject Real Property and initiated an unlawful detainer
26 action (Los Angeles Superior Court Case No. 22SMUD00094) against the owner of
27 the billboard for which New Tradition holds a license to place advertisements.
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1 Plaintiff is informed and believes that the unlawful detainer action Defendant initiated
2 seeks to recover that portion of the Subject Real Property on which the pole and
3 billboard sit.

4 5. Plaintiff is not aware of the true names or capacities, whether individual,
5 corporate, associate or otherwise, of defendants sued herein as Does 1 through 10,
6 inclusive, or any of them, and therefore sues said defendants by such fictitious names,
7 and prays that their names and capacities, when ascertained, may be incorporated
8 herein by appropriate amendment hereto.

9 6. Plaintiff is informed and believes and based thereon alleges, that at all
10 times herein mentioned, each of the defendants was the agent, servant, representative,
11 alter ego, and/or employee of each of the other defendants, and in doing the things
12 hereinafter mentioned, was acting within the course and scope of his or its authority as
13 such agent, representative, servant and/or employee, with the ratification and consent
14 of each of the other co-defendants, respectively.

15 III. JURISDICTION AND VENUE

16 7. This Court has subject matter jurisdiction over this claim pursuant to the
17 Copyright Act, 17 U.S.C. § 101 et seq. and 28 U.S.C. §§ 1331 and 1338(a) in that this
18 is an action arising under, and requires interpretation of, the Copyright Act. This
19 action is also brought under the Declaratory Judgment Act, 28 U.S.C. 2201(a).

20 8. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391
21 (b) and 1400(a) because a substantial part of the events or omissions giving rise to the
22 claim occurred in this District.

23 9. This Court has jurisdiction over the Defendant named herein because
24 Defendant does business in the state of California and has sufficient minimum
25 contacts within this district, which renders the exercise of jurisdiction by the courts of
26 this district permissible under traditional notions of fair play and substantial justice. In
27 addition, the Subject Real Property that Defendant has associated with the Copyright
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1 is located within this district. Venue in this district satisfies the requirements of 28
 2 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to
 3 the claim occurred in this district and because a substantial part of property that is the
 4 subject of the action is situated in this district.

5 **IV. FACTUAL ALLEGATIONS**

6 **A. The Copyright**

7 11. New Tradition, Osik Media, LLC ("Osik"), and Studio AR+D Architects,
 8 Inc. ("AR+D") are joint owners of the Copyright. New Tradition, Osik, and AR+D
 9 are collectively referred to as the "Copyright owners".

10 12. The Copyright encompasses the design for a digital billboard and a new
 11 static sign and other creative elements. The title of the Copyright is "The Digital
 12 Billboard." The effective date of registration of the Copyright is July 11, 2022; the
 13 Copyright registration decision date is November 2, 2022. Attached as **Exhibit A** to
 14 this Complaint is a true and correct copy of the copyright registration of The Digital
 15 Billboard.

16 13. Osik and New Tradition submitted all design elements encompassed by
 17 the Copyright (as well as additional components disclaimed by the Copyright owners)
 18 to the City of West Hollywood in 2019 as part of a design excellence screening
 19 application for new off-site advertising signage on Sunset Boulevard, which
 20 submission sought permission for the design to be constructed at the Subject Real
 21 Property. Attached as **Exhibit B** to this Complaint is a true and correct copy of
 22 materials submitted to the City of West Hollywood as part of the Sunset Boulevard
 23 off-site advertising signage program design excellence screening application. The
 24 materials at Exhibit B were also submitted to the United States Copyright Office for
 25 copyright registration of certain copyrightable aspects.

26 14. In submitting the materials to the City of West Hollywood, the
 27 Copyright owners neither transferred, conveyed, nor assigned any Copyright
 28

1 ownership interest to the City of West Hollywood nor did the Copyright owners
2 provide to the City of West Hollywood the right to license or sublicense the Copyright
3 or any aspect of the content of the Copyright.

4 15. On March 26, 2021, the City of West Hollywood approved the design
5 excellence screening application submitted by Osik and New Tradition and granted a
6 concept award based on said submission ("Concept Award"). Plaintiff does not claim
7 ownership of or to the Concept Award. The Concept Award has the effect of allowing
8 for submission of a formal application for new off-site advertising signage to the City
9 of West Hollywood Department of Planning and Development Services at the Subject
10 Real Property. Pursuant to the terms of the Concept Award, any such submission of a
11 formal application by way of the Concept Award would have to be consistent with the
12 original submission Osik and New Tradition presented to the City of West Hollywood
13 in 2019. Importantly, the Concept Award itself does not convey any rights in or to the
14 Copyright.

15 16. The Copyright confers ownership of the entire copyrighted work, and all
16 of its individual constituent elements to the Copyright owners, only.

17 17. Pursuant to 17 U.S.C. § 106, the Copyright owners have the exclusive
18 right to reproduce the copyrighted work, to prepare derivative works, to distribute
19 copies, and to display the work.

20 18. Under 17 U.S.C. § 102(a)(5) and (8), the Copyright also confers the right
21 to prevent anyone from copying the originality of the copyrighted elements, creating
22 derivative works based thereon or building any of the copyrighted elements. The
23 copyrighted elements include the digital billboard and other elements of the
24 Copyright, as well as any derivative work based on the Copyright. Only the Copyright
25 owners (and those receiving permission from the Copyright owners) can use the
26 copyrighted elements, or any derivative work based on the Copyright, to construct the
27 copyrighted design, whether at the Subject Real Property or elsewhere.

1 19. Plaintiff has reserved all of its rights in the Copyright, and has not
2 authorized Defendant or any of Defendant's agents to reproduce, publish, provide,
3 distribute, transmit, display, or otherwise make use of any portion of the work
4 encompassed by the Copyright.

5 20. Plaintiff is informed and believes that neither Osik nor AR+D have
6 authorized Defendant or any of Defendant's agents to reproduce, publish, provide,
7 distribute, transmit, display, or otherwise make use of any portion of the work
8 encompassed by the Copyright.

9 **B. Defendant's Improper Acts Regarding the Copyright**

10 21. Plaintiff is informed and believes that during or around 2021, Defendant
11 listed the Subject Real Property for sale. In so doing, Defendant wrongfully used
12 some or all of the copyrighted work in offering the Subject Real Property for sale.

13 22. Plaintiff is informed and believes that Defendant began marketing the
14 Subject Real Property in 2021 for sale, and continues to do so. In so marketing, during
15 October 2021, Plaintiff is informed and believes that Defendant authorized its real
16 estate broker to create and publish a digital sales brochure and website in which
17 Defendant references the Concept Award and, by extension, the Copyright.
18 Specifically, Defendant falsely represents that "the City of West Hollywood has
19 awarded 8300 Sunset with the ability to install digital billboard signage"; Defendant's
20 statement is a direct reference to the Concept Award, which is based on The Digital
21 Billboard and Copyright. As earlier described, the Concept Award has the effect of
22 allowing for submission of a formal application for new off-site advertising signage at
23 the Subject Real Property. Pursuant to the terms of the Concept Award, any such
24 application is required to include designs consistent with the 2019 submission to the
25 City of West Hollywood made by Osik and New Tradition, and which designs are part
26 of the Copyright. The Concept Award does not convey any ownership of rights to The
27 Digital Billboard and Copyright, yet Defendant directly references the ability to install
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1 the digital billboard signage arising from an award from the City of West Hollywood
2 and has done so absent permission from the Copyright owners. The Copyright owners
3 have not and do not authorize Defendant and/or Defendant's agents or buyers of the
4 Subject Real Property to utilize or obtain any interest, title, or right in or to the
5 Copyright, including but not limited to the ability to utilize The Digital Billboard.

6 23. Upon information and belief, Defendant seeks to significantly increase
7 the sale price of the Subject Real Property by its false representations concerning the
8 Concept Award, and by extension, Defendant's rights relative to the Copyright and
9 ability to utilize or transfer rights in or to The Digital Billboard. Attached as **Exhibit**
10 **C** to this Complaint is a true and correct copy of an online sales publication, which
11 includes Defendant's false statement, "the City of West Hollywood has awarded 8300
12 Sunset with the ability to install digital billboard signage." Attached as **Exhibit D** to
13 this Complaint is a true and correct copy of a screenshot of the website marketing the
14 Subject Real Property at <https://www.8300sunset.com> (last visited on Nov. 29, 2022),
15 which similarly cites Defendant's false statement.

16 24. Any rights conferred by the Concept Award, if any, including the right of
17 Defendant to market to third parties exclude the rights held by the Copyright owners
18 in their Copyright. The Copyright owners exclusively hold any and all right, title, and
19 interest in the Copyright and accordingly, the exclusive authority to license and/or
20 assign such rights in or to the Copyright under the Copyright Act. The Copyright
21 owners have not authorized Defendant to make any representations about the
22 Copyright, including as to whether there will be any transfer of ownership rights in or
23 grant of license to the Copyright by virtue of Defendant's sale of the Subject Real
24 Property.

25 25. Plaintiff is further informed and believes that in an online data room and
26 elsewhere used to facilitate and/or finance the sale of the Subject Real Property,
27 Defendant, and/or those Defendant controls, have reproduced, displayed and caused to
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1 be distributed the Copyright without the permission of Plaintiff or any of the
2 Copyright owners. Defendant is thus impermissibly using the Copyright to increase
3 the price of the Subject Real Property, to attract buyers and in so doing Defendant is
4 infringing and/or misappropriating the Copyright owners rights in the Copyright.

5 26. By representing that a purchaser of the Subject Real Property would have
6 some form of rights in or otherwise have the ability to use, or copy the Digital
7 Billboard through the Concept Award, Plaintiff maintains, upon information and
8 belief, that Defendant set a list price and/or negotiated a sales price for the Subject
9 Real Property that is approximately double the appraised value of the Subject Real
10 Property than the price Defendant identified in its publicly available pleading
11 published in May 2020, in Los Angeles Superior Court Case Number 20SMCP00165.
12 Defendant's reliance upon The Digital Billboard and the Copyright is impermissible.

13 27. Plaintiff is informed and believes that Defendant has and/or will profit by
14 an estimated \$60,000,000.00 as a result of Defendant's wrongful reliance upon, false
15 representations about and infringement of the Copyright relative to the Subject Real
16 Property.

17 28. Defendant was placed on clear notice of these issues no later than
18 November 16, 2022 when Plaintiff's counsel transmitted a detailed letter to
19 Defendant's counsel regarding Defendant's improper conduct and perceived
20 infringement of the Copyright, as described within the foregoing paragraphs. Within
21 the November 16, 2022 letter, Plaintiff requested Defendant present evidence of a
22 valid copyright license (if one existed) by November 22, 2022. In addition, Plaintiff
23 advised that it required Defendant to:

- 24 ■ Immediately cease representing that Defendant owns and/or has
- 25 sufficient right to any of the design elements encompassed within the
- 26 Copyright, or any reproductions or works derived therefrom;
- 27
- 28

- 1 ▪ Immediately inform any buyer(s) (actual or proposed) of the Subject Real
- 2 Property that such acquisition excludes the Copyright;
- 3 ▪ Immediately remove any statements from the internet, any online data
- 4 rooms, or other digital media all claims that Defendant owns, holds or
- 5 otherwise possesses the right to use, license or assign any element
- 6 encompassed within the Copyright;
- 7 ▪ Provide the Copyright owners with a full accounting of any revenue
- 8 Defendant has realized by using any element of the Copyright.

9 29. On November 28, 2022, Plaintiff's counsel received a letter from

10 Defendant's counsel wherein Defendant generally denies the veracity of and any

11 unlawful conduct concerning the Copyright; in addition, Defendant's counsel

12 presented arguments concerning the Concept Award. Missing from the November 28,

13 2022 letter was the information requested in the November 16, 2022 letter.

14 30. As of the date of the filing of this Complaint, Plaintiff has not received

15 from Defendant (or any of Defendant's agents) any evidence of the existence of a

16 valid license for Defendant's use of and reference to The Digital Billboard and

17 Copyright. As of the date of the filing of this Complaint, the online sales publication

18 and website continue to state, "the City of West Hollywood has awarded 8300 Sunset

19 with the ability to install digital billboard signage." See <https://www.8300sunset.com>

20 (last visited Nov. 29, 2022). No changes to Defendant's publicly accessible online

21 content have been made following Plaintiff's November 16, 2022 letter. On

22 information and belief, no changes have been made to the online data room or any

23 other content Defendant (and/or Defendant's agents) utilizes to market or otherwise

24 finance the sale or acquisition of the Subject Real Property. Thus, Defendant (and

25 those Defendant controls) continues to make false representations as though

26 Defendant has rights to and/or interest in the Copyright and Digital Billboard, which

27 Plaintiff contends Defendant does not have. Therefore, a controversy exists as to the

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1 effect of the Copyright on the right to construct the Digital Billboard at the Subject
2 Real Property, pursuant to the award from the City of West Hollywood.

3 31. Plaintiff is informed and believes due to Defendant's conduct and based
4 thereon alleges that Defendant will continue to prepare, produce, copy, distribute,
5 exploit, and/or authorize others to prepare, produce, copy, distribute, or exploit the
6 Digital Billboard and the Copyright, in violation of the Copyright Act.

7 32. As a direct and proximate result of Defendant's actions, Plaintiff will
8 suffer imminent and irreparable harm, much of which cannot be reasonably or
9 adequately measured or compensated in damages. Plaintiff requires judicial
10 intervention in this action to determine the scope of the parties' rights relative to the
11 Copyright and the Subject Real Property that Defendant owns, specifically: (1)
12 Defendant does not have any rights to prepare, produce, copy, distribute, exploit,
13 and/or authorize others to prepare, produce, copy, distribute, or exploit the Digital
14 Billboard and the Copyright because to do so would violate the Copyright Act; and (2)
15 Defendant is restricted from representing to any third parties that Defendant owns or
16 holds any right, title, and/or interest in the Digital Billboard and Copyright or that
17 Defendant has authority to license and/or transfer any rights in or to the Digital
18 Billboard or Copyright.

19 **FIRST CLAIM FOR RELIEF**

20 **For Declaratory Judgment Against Defendant and Does 1-10**

21 33. Plaintiff hereby incorporates each and every allegation contained in
22 paragraphs 1 through 32 above.

23 34. By reason of the foregoing facts, an actual and justiciable controversy
24 has arisen and now exists between Plaintiff and Defendant regarding whether
25 Defendant has any right to prepare, produce, copy, distribute, exploit, and/or authorize
26 others to prepare, produce, copy, distribute, or exploit the Digital Billboard and the
27

1 Copyright, which Plaintiff contends Defendant has done in violation of the Copyright
2 Act.

3 35. As of the date of creation, but in no event later than November 4, 2019,
4 the Copyright owners, including Plaintiff, own all rights in and to the Digital
5 Billboard and the Copyright. The effective date of registration of the Copyright is July
6 11, 2022; the Copyright registration decision date is November 2, 2022. See, Exhibit
7 A.

8 36. Plaintiff contends that Defendant has no right, including no valid
9 copyright license, to prepare, produce, copy, distribute, exploit, and/or authorize
10 others to prepare, produce, copy, distribute, or exploit the Digital Billboard and the
11 Copyright. By using and referencing the Digital Billboard and Copyright (as described
12 throughout this Complaint) Defendant is falsely representing to the public that
13 Defendant has rights and permissions to the Digital Billboard and Copyright that do
14 not exist; and, it suggests to potential purchasers of the Subject Real Property that
15 acquiring the Subject Real Property will include acquisition or transfer of rights to the
16 Digital Billboard and Copyright that Defendant can neither transfer nor grant.

17 37. Plaintiff therefore desires a judicial determination that Defendant does
18 not have any rights to prepare, produce, copy, distribute, exploit, and/or authorize
19 others to prepare, produce, copy, distribute, or exploit the Digital Billboard and the
20 Copyright, which Plaintiff contends Defendant has done in violation of the Copyright
21 Act.

22 38. Plaintiff further desires a judicial determination that Defendant is
23 restricted from representing to any third parties that Defendant owns any right, title,
24 and/or interest in the Copyright or that Defendant has authority to license and/or
25 transfer any rights in or to the Digital Billboard or Copyright.

26 39. A declaration of the Court is necessary and appropriate pursuant to the
27 Declaratory Judgment Act, 28 U.S.C. §§ 2201 et seq., so that Plaintiff may ascertain
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1 its rights and obligations under the law, including with respect to the Digital Billboard
 2 and the Copyright and the ability of Plaintiff to control how third parties may utilize
 3 the Copyright, including whether Defendant and/or its agents may utilize the
 4 Copyright to Defendant's commercial advantage.

5 40. Plaintiff incorporates all of the above paragraphs as though fully set forth
 6 herein.

7 **SECOND CLAIM FOR RELIEF**

8 **For Injunctive Relief Against Defendant and Does 1-10**

9 41. Plaintiff hereby incorporates each and every allegation contained in
 10 paragraphs 1 through 40 above.

11 42. Unless enjoined and restrained by order of the Court, Defendant's
 12 conduct will infringe Plaintiff's Copyright and related interests.

13 43. By reason of the ongoing and/or imminent copyright infringement
 14 against Plaintiff by Defendant, Plaintiff has sustained and, unless and until Defendant
 15 is enjoined, will continue to sustain substantial imminent and irreparable injury, loss
 16 and damage, including repeated misuse and infringement of Plaintiff's Copyright and
 17 related interests.

18 44. Plaintiff has no adequate remedy at law for many of its injuries in that
 19 such injuries cannot be reasonably, adequately, or precisely measured or compensated
 20 in damages if such wrongful conduct is not restrained and is allowed to continue
 21 unabated. Plaintiff has communicated, in detail, its concerns about Defendant's
 22 conduct relative to the Copyright. As of the date of this filing, Defendant has provided
 23 no information to Plaintiff that would establish that Defendant's conduct is lawful,
 24 appropriate and/or undertaken by and through a valid license. In addition, Defendant
 25 continues to market the Subject Real Property as described throughout this pleading,
 26 which includes Defendant's false representations about Defendant's ability to transfer
 27 rights to the Copyright by and through transfer of the Concept Award; Defendant's
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1 references to an ability to transfer the Copyright by and through the Concept Award
 2 are false and third parties might conclude the language is reliable, unless this Court
 3 enjoins Defendant from continuing to act in this manner.

4 45. Plaintiff is entitled to a preliminary injunction during the pendency of
 5 this action and a permanent injunction ordering that Defendant, its agents, employees,
 6 licensees and assigns be enjoined from producing, reproducing, distributing and
 7 exploiting or authorizing the production, reproduction, distribution or exploitation of
 8 the Copyright in any manner.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff prays for judgment in its favor and against Defendant,
 11 as follows:

12 **On the First Claim for Relief:**

13 1. For a declaratory judgment declaring (1) that Defendant does not have
 14 any rights to prepare, produce, copy, distribute, exploit, and/or authorize others to
 15 prepare, produce, copy, distribute, or exploit the Digital Billboard and the Copyright;
 16 and (2) Defendant is restricted from representing to any third parties that Defendant
 17 owns any right, title, and/or interest in the Digital Billboard and Copyright or that
 18 Defendant has authority to license and/or transfer any rights in or to the Digital
 19 Billboard or Copyright.

20 2. For an award of attorney's fees pursuant to Section 505 of the Copyright
 21 Act and for costs; and

22 3. For such further relief as the Court deems just and proper.

23 **On the Second Claim for Relief:**

24 1. For an Order of preliminary injunction during the pendency of this action
 25 and a permanent injunction ordering that Defendant, its agents, employees, licensees
 26 and assigns be enjoined from producing, reproducing, distributing and exploiting or
 27 authorizing the production, reproduction, distribution or exploitation of the Copyright.
 28

1 2. For an award of attorney's fees pursuant to Section 505 of the Copyright
2 Act and for costs; and

3 3. For such further relief as the Court deems just and proper.

4 **DEMAND FOR JURY TRIAL**

5 Plaintiff hereby demands trial by jury.

6
7 Dated: November 29, 2022

AKERMAN LLP

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9 By: /s/ Kanika D. Corley
10 Kanika D. Corley
11 Alicia Y. Hou
12 Attorneys for Plaintiff New Tradition
13 Media, LLC
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AKERMAN LLP

601 W. FIFTH STREET, SUITE 300
LOS ANGELES, CALIFORNIA 90071
TEL.: (213) 688-9500 – FAX: (213) 627-6342