

jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331.

The Court further has supplemental jurisdiction over claims brought pursuant to state common law under 28 U.S.C. § 1367, as the claims arise from the same nucleus of operative facts as those giving rise to the federal claims.

FACTS

5. God Quest, Inc. d/b/a/ Creation Today (“Creation Today”) is a leading international Christian-apologetics ministry dedicated to producing resources on topics that include Creation, apologetics, and evangelism. Millions of copies of Creation Today resources have been distributed worldwide and are available in approximately forty (40) languages.

6. Defendants Strean and Sevenfold Films are animators. Upon information and belief, at all times relevant hereto, Defendant Strean was the sole member of Sevenfold Films. Defendant Strean is listed as the managing member of Defendant Sevenfold Films on the Florida Secretary of State’s records for Defendant Sevenfold Films. Defendant Strean was personally involved with, directed and participated in the bad acts complained of herein.

7. In or around September 2019, Defendant Sevenfold Films was dissolved for failure to file the requisite documents with the Florida Secretary of State. Upon information and belief, Defendant Strean continues to use Defendant Sevenfold Films’ business assets and accounts, and continues to hold himself out

as “Sevenfold Films.”

8. In or around 2009, Creation Today met with Defendants to create a short film focusing on events depicted at the beginning of the Biblical book of Genesis.

9. As Creation Today and Defendants began planning the film, they decided the project potential was larger and decided to create a feature film instead of a 20-30 minute short film, a.k.a. the “Genesis Movie.” Creation Today and Defendants partnered with Resurrection Pictures, a film producer with substantial experience in the film industry.

10. Creation Today, Resurrection Pictures, and Defendant Sevenfold Films formed a limited liability company for the Genesis Movie project. To that end, they formed Plaintiff Genesis Movie LLC. Creation Today, Resurrection Pictures, and Defendant Sevenfold Films are members of Plaintiff Genesis Movie LLC.

11. Each member invested capital and/or labor towards the Genesis Movie. For example, Defendants provided labor towards the production work, Creation Today provided capital and handled promotion and administrative related labor, and Resurrection Pictures provided capital and legal related labor.

12. Ultimately, Plaintiff Genesis Movie LLC decided to create a three part feature film documentary series. The three members in their individual capacities,

as well as Plaintiff itself, signed a Production Agreement, titled “Genesis Movie LLC Production Agreement” (the “Production Agreement”). Defendant Streaan signed the Production Agreement on behalf of Defendant Sevenfold Films. A true and accurate copy of the Production Agreement is attached hereto as Exhibit A.

13. The three members agreed that all the copyrightable works used as part of the movies would be works made for hire under the Copyright Act and would be owned by Genesis Movie LLC.

14. In particular, Paragraph 5 of the Production Agreement reads as follows:

OWNERSHIP – The results and proceeds of the Producer’s services hereunder (hereinafter “Work”) shall be created within the scope of the producer’s employment and shall be a “work made for hire” for the Financier/Distributor as specially commissioned for use as a part of a motion picture in accordance with Sections 101 and 201 of the U.S. Copyright Act. Without limiting the foregoing, the Financier/Distributor shall have the exclusive right to register the copyright in any embodiment of said results and proceeds in the Financier/Distributor’s name as owner and author thereof. As between the Producer and the Financier/Distributor, the Picture, all films, tapes, recordings, prints and copies thereof, and all rights therein, shall be the sole property of the Financier/Distributor and may be distributed, exhibited, broadcast and otherwise used and/or exploited, in whole or in part, in perpetuity, in any manner and through any media, whether presently in existence or subsequently devised, as the Financier/Distributor may elect. The Producer shall not be entitled to any additional compensation in connection with such distribution, exhibition, broadcast, other use and/or exploitation unless such is expressly provided for in this Agreement, or required by law or any applicable collective bargaining agreement to which the Financier/Distributor is a signatory, and then at the minimum amount so required.

[Exhibit A, ¶ 5.] As used in the Production Agreement, the “Financier/Distributor” is Genesis Movie LLC. “Producer” refers to each of the three members. [Exhibit A, p. 1.]

15. Throughout the Genesis Movie project, Plaintiff paid Defendants a salary for their work on the film. Prior to forming Plaintiff, Creation Today and Resurrection Pictures paid Defendants a salary. After Plaintiff was formed, Plaintiff took over paying Defendants a salary. Ultimately, Defendants received \$475,000 in salary payments, more than \$625,000 in equipment, and \$338,000 in equity on the Genesis Movie project.

16. At various times, intellectual property and related assets were needed for the film. Plaintiff paid for these assets. Assets included music scoring and films for interviews. Plaintiff purchased the rights to use the music and interview footage for the films.

17. Some of the assets considered for the film included certain CGI models. The models would make animation easier, but were expensive. Defendants explained that the CGI assets were worth the expensive investment because they could be used for the Genesis Movie and for additional, future projects for Plaintiff. Plaintiff agreed to the purchase after hearing Defendants’ reasoning that the CGI assets were long term assets that could be used by Plaintiff for future, multiple projects.

18. Believing Defendants were acting in their role as a member of Plaintiff, Plaintiff provided the money to Defendants for the purchase of the CGI assets. The assets were supposed to belong to Plaintiff.

19. Plaintiff instructed Defendants to purchase the domain www.genesismovie.com and provided Defendants the funds to do so. The domain was supposed to be purchased in Plaintiff's name. When Defendants purchased the domain, Defendants listed Defendants as the owner instead of Plaintiff under the explanation this was done for convenience because Plaintiff did not have a GoDaddy Account.

20. Meanwhile, the parties continued to work on Plaintiff's Genesis Movie. It took approximately seven (7) years and over a million dollars to create the film. When the movie was completed, it was titled *Genesis: Paradise Lost*.

21. Plaintiff had also made a short film that recut *Genesis: Paradise Lost* to tell the story of the first six days of Creation. The short film was titled *In Six Days*.

22. The members of Plaintiff discussed how best to distribute *Genesis: Paradise Lost*. At the time, the parties had received approximately one million dollars in loans from investors that needed to be repaid. Therefore, it was important to select distribution methods that had the best chances of recouping the investors' funds.

23. Defendants wanted to distribute the film through the Internet movie platform Netflix. Netflix was willing to pay Plaintiff \$35,000 for the film.

24. The Netflix platform had many drawbacks with regard to *Genesis: Paradise Lost*. The purpose of making *Genesis: Paradise Lost* was to spread the message of the beginning of the Biblical book of Genesis. Because of how Netflix's platform operates, people would not be likely to find *Genesis: Paradise Lost* among the numerous other movie offerings on that platform unless they were specifically looking for it. Netflix required a two year exclusivity deal, meaning that, during those two years, Plaintiff would not be able to otherwise distribute *Genesis: Paradise Lost* to provide its message to the public. Finally, advisors who worked in the film industry were advising Plaintiff not to list with Netflix and to instead pursue other distribution options, as this would allow Plaintiff's investors to recoup much more of their investment over time.

25. The three members voted on how to distribute their movie. The vote was 2-1 against the Netflix option opting instead for pursuing other distribution options. Ultimately, the film made substantially more in revenues through non-Netflix distribution options than what Plaintiff would have received from Netflix. Plaintiff was able to repay 70% of the money to its investors and is on track to recoup the remainder of the investors' investments.

26. In promoting *Genesis: Paradise Lost*, Plaintiff routinely used (and

continues to use) the mark GENESIS MOVIE, the name of Plaintiff, who was the producer.

27. Plaintiff continuously utilized GENESIS MOVIE to promote the film project during the seven years the film was made through Plaintiff's online channels, resulting in substantial search engine optimization for GENESIS MOVIE.

28. Plaintiff uses GENESIS MOVIE as its Facebook handle for the Facebook Page where it promotes *Genesis: Paradise Lost*. The GENESIS MOVIE Facebook page is liked by over 129,000 people and has nearly 130,000 followers. The GENESIS MOVIE Facebook Page has 4.7 stars out of 5. Plaintiff maintained the GENESIS MOVIE Facebook Page since at least as early as 2015, and the Page has earned the Facebook blue checkmark.

29. The members of Plaintiff promote *Genesis: Paradise Lost* using the mark GENESIS MOVIE. For example, Creation Today promotes *Genesis: Paradise Lost* with GENESIS MOVIE as seen below:

GENESIS MOVIE UPDATE: Exciting News!!!

By Eric Hovind | Blog



Hey guys, thanks so much for your continued interest in the [Genesis Movie](#)! Every day we receive calls, emails, and Facebook messages from eager fans looking forward to this revolutionary film. So I just couldn't wait to share some exciting news!

THE COUNTDOWN IS COMPLETE!

For the past six months we have been counting down the shots left to completion. We are excited to report that all of the shots are now finished!!! If you haven't been keeping up with the process, I will post the video updates below.

30. Third parties who screen the movie use the GENESIS MOVIE mark to identify the film services associated with *Genesis: Paradise Lost*. For example, internationally acclaimed Christian ministry Answers In Genesis promoted and screened *Genesis: Paradise Lost* while using Plaintiff's GENESIS MOVIE (with permission from Plaintiff).

31. Members of the Christian community who are the target market of *Genesis: Paradise Lost* refer to the film as GENESIS MOVIE.

32. Plaintiff owns all rights in the GENESIS MOVIE mark.

33. The market for *Genesis: Paradise Lost* continues to grow and expand

thanks to Plaintiff's promotional efforts. Organizations in countries around the world are now interested in screening *Genesis: Paradise Lost*, translating *Genesis: Paradise Lost* into the native languages of their countries, and providing theatrical releases of *Genesis: Paradise Lost* in their local markets. *Genesis: Paradise Lost* continues to be successful and is on its way to being able to recoup the investments of those who trusted in the film and invested.

34. Realizing that there was a market for *Genesis: Paradise Lost*, and frustrated with past disagreements with the other members of Plaintiff and that he was not legally allowed to do whatever he wanted with the film, Defendant Streen, using Defendant Sevenfold Films, proceeded with efforts to gain full control over the Genesis Movie and remaining assets of Plaintiff.

35. Unbeknownst to Plaintiff, Creation Today, or Resurrection Pictures, on or around May 16, 2018, Defendants applied to register the copyright to *Genesis: Paradise Lost* in Defendant Sevenfold Films' name. Defendants falsely told the Copyright Office that they owned the movie and that Defendants were the sole authors of *Genesis: Paradise Lost*, despite the fact all three members submitted material elements to the film and third parties also provided material elements for the film.

36. Around this time, Defendants filed a second copyright application that fraudulently claimed the additional work, *In Six Days*, that was a derivative of

Genesis: Paradise Lost and made pursuant to the Production Agreement, was Defendants' copyrighted work. As before, Defendants' falsely and fraudulently represented to the Copyright Office that Defendants were the sole authors of *In Six Days*, despite Creation Today, Resurrection Productions, and third parties' material copyrightable contributions.

37. When the other members of Plaintiff learned Defendants registered the copyright to *Genesis: Paradise Lost* by lying to the Copyright Office, they privately confronted Defendants. The other members of Plaintiff asked Defendants why Defendants were attempting to break their agreement that Plaintiff owned the film. Defendants claimed they were not treated fairly and they owned the intellectual property associated with the Genesis Movie.

38. Creation Today, Resurrection Pictures, and Plaintiff asked Defendants to honor their Production Agreement and assign the copyright registrations to Plaintiff. Defendants refused.

39. Around this time, Creation Today, Resurrection Pictures, and Plaintiff learned that Defendants had listed the CGI assets in Defendants' names when those assets were paid for by Plaintiff and were supposed to be listed in Plaintiff's name. The other members of Plaintiff again privately confronted Defendants. Defendants refused to assign these assets to Plaintiff or provide Plaintiff, Creation Today, or Resurrection Pictures with access to the files Plaintiff had purchased.

40. Defendants told Plaintiff, Creation Today, and Resurrection Pictures that Defendants would not use the domain, www.genesismovie.com, for the *Genesis: Paradise Lost* website, and would instead use it for Defendants' own independent projects. When Plaintiff, Creation Today, and Resurrection Pictures privately asked Defendants to honor their promise and surrender control of the domain that Defendant registered for Plaintiff and for which Plaintiff paid, Defendants refused.

41. Creation Today, Resurrection Pictures, and Plaintiff attempted, on numerous occasions, to resolve this dispute privately with Defendants. Defendants continued to refuse to honor their promises.

42. Instead of honoring their promises and respecting the property of Creation Today, Resurrection Pictures, and Plaintiff, Defendants announced that Defendants intend to launch a sequel to *Genesis: Paradise Lost*. Defendants intend to use the copyrighted material Defendants fraudulently listed in Defendants' names instead of Plaintiff's name as part of that sequel.

43. Thereafter, Defendants have solicited individuals looking for Plaintiff's *Genesis: Paradise Lost* film to provide Defendants with resources to create *Genesis Part 2*. In particular, Defendants are building an email list of donors interested in *Genesis Part 2*, a sequel to *Genesis: Paradise Lost*.

44. *Genesis Part 2* is an unauthorized derivative work based on *Genesis:*

Paradise Lost. Defendants' work on *Genesis Part 2* is done without the permission or authority of Plaintiff.

45. In April 2019, Creation Today, Resurrection Pictures, and Plaintiff wrote to Defendants. The letter explained how Defendants' bad acts breached the Production Agreement and violated state and federal law. Defendants were once more asked to honor their promises and comply with the law. A true and accurate copy of the letter is attached hereto as Exhibit B.

46. Defendants' attorney did not provide a substantive defense of Defendants' breach of the Production Agreement, other than to state that Defendants' views "diverged significantly." Several months later, Defendants through counsel proposed a settlement whereby Plaintiff would pay Defendants all royalties due, Defendants would keep the Genesis Movie copyrights, and would license the same to Plaintiff subject to royalties.

47. The Production Agreement specified that certain payments were to be provided to each of the members of Plaintiff based on certain conditions. In particular, Paragraph 3 of the Production Agreement, which addresses this issue, reads:

Producer's Consideration. All consideration to be paid by the Financier/Distributor to the Producer(s) for services rendered relating to GENESIS as set forth below is conditioned upon the Producer(s) complete performance of their respective obligations hereunder.

[Exhibit A, ¶3.]

48. Defendants were and remain in material breach of the Production Agreement and, despite being provided multiple opportunities to cure, refused to cure the breach. As such, Defendants failed to completely perform their obligations under the Production Agreement. Defendants were not and are not entitled to consideration, to include payment, due to Defendants' breach and failure to cure. Accordingly, Plaintiff withheld further payments from Defendants.

49. Defendants continued their refusal to honor their promises in the Production Agreement and continued to violate the rights of Plaintiff, Creation Today, and Resurrection Pictures. Nonetheless, despite breaching the Production Agreement and refusing to cure those breaches or even attempt to explain their ongoing breach, Defendants demand monies from Plaintiff associated with the Production Agreement.

50. In August 2019, Plaintiff, Creation Today, and Resurrection Pictures asked Defendants to agree to resolve this dispute in private, binding arbitration. Defendants refused.

51. Plaintiff, meanwhile, continued to try to market *Genesis: Paradise Lost*. In Fall 2019, a distributor in Poland wanted to translate the film and purchase rights to distribute the film in Poland. Plaintiff requested Defendants provide copies of certain movie files – files that Plaintiff owns but Defendants were and are withholding – for the Polish distributor to do this work. Defendants

refused.

52. Another opportunity arose in Fall 2019 for *Genesis: Paradise Lost* to be distributed across multiple platforms in Belgium, the Netherlands, and Luxembourg. Plaintiff again requested the necessary files belonging to Plaintiff that Defendant was holding in order to fulfill this opportunity. Defendants refused.

53. In Fall 2019, an opportunity presented for a special week-long Theatrical Release of *Genesis: Paradise Lost* in the Mesa, Arizona market. Plaintiff again requested access to Plaintiff's assets held by Defendants that were required for the release. Defendants refused.

54. In February 2020, distributors in Latin America wanted to translate *Genesis: Paradise Lost* into Spanish and distribute it across a dozen Latin America countries as a theatrical release. Plaintiff again requested Defendants provide Plaintiff copies of certain movie files that Plaintiff owns but Defendants continue to withhold so that the Latin American distributor could distribute the movie. Defendants again refused to provide Plaintiff files that are Plaintiff's property.

55. In response to a second request that Defendants return Plaintiff's materials to Plaintiff so that Plaintiff can move forward with the Latin America distribution deal, Defendants wrote a threatening ultimatum to Plaintiff. Defendants claimed that Plaintiff had to deposit the withheld payment – funds to which Defendants forfeited any claim to by breaching the Production Agreement –

into Defendants' bank account by 4 p.m. the following day. Defendants made threats about "things getting ugly and expensive" if Plaintiff refused. Defendants further threatened to remove the information about *Genesis: Paradise Lost* from Plaintiff's website and bring legal action against Plaintiff if Plaintiff did not pay the ransom.

56. Plaintiff did not pay Defendants' demanded ransom payments.

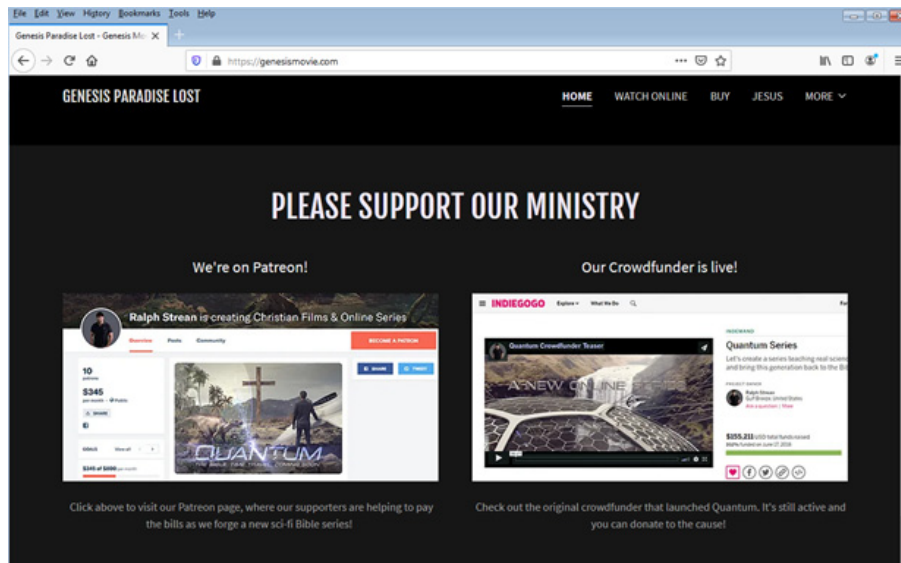
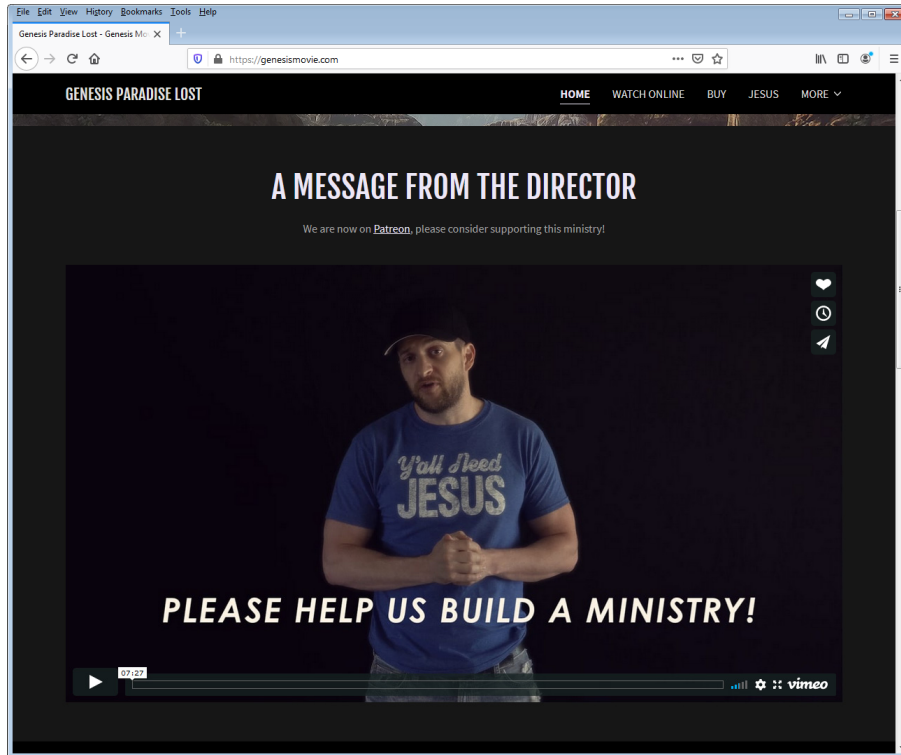
57. Defendants are not entitled to any monies due to Defendants' intentional, knowing, and malicious material breaches of the Production Agreement.

58. In retaliation for Plaintiff not paying the ransom demand, Defendants removed the *Genesis: Paradise Lost* website from the domain www.genesismovie.com. Defendants did this with full knowledge that the Latin America distributor was marketing the film by including the www.genesismovie.com domain on the promotional materials. Defendants further knew that the www.genesismovie.com domain had been used as GENESIS MOVIE's update and marketing cite for seven years, and that the domain was listed on over 50,000 DVDs and Blu-rays that were previously distributed by Plaintiff. It is also listed on Plaintiff's Facebook Page, and on thousands of other pieces of marketing collateral.

59. Defendants replaced the *Genesis: Paradise Lost* website with a new

website created by Defendants. Defendants' website falsely presents Defendants as the sole ministry behind *Genesis: Paradise Lost*.

60. On the new website, Defendants ask people looking for information about the movie *Genesis: Paradise Lost* to donate to Defendants' Patreon account. Patreon is a web platform where content creators can solicit donations from "subscribers." Defendants also link to crowdfunding site IndieGoGo, and solicit donations for Defendants' IndieGoGo campaign as well. Donations through either Defendants' Patreon or IndieGoGo accounts go directly to Defendants. Plaintiff and the other members do not have access to those accounts or the funds Defendants raised. Essentially, Defendants use Plaintiff's movie to ask people who are looking for Plaintiff's movie to donate to Defendants' "ministry." Screenshots from Defendants' website, seeking donations under the name of Plaintiff's movie, are shown below:



61. Defendants began offering “licenses” for public screenings of *Genesis: Paradise Lost*. Defendants are offering these “licenses” in their

individual capacities and without permission or authorization from Plaintiff.

Defendants know they do not have the right to offer these licenses.

62. Any “license” granted by Defendants is not an authorized license. Instead, each “licensee” is infringing Plaintiff’s rights. Defendants know they are misleading third parties into violating Plaintiff’s rights.

63. Upon information and belief, Defendants have induced at least one third party to purchase a “license” and infringe Plaintiff’s rights.

64. Defendants have not provided any payment to Plaintiff for the “licenses” Defendants are selling to screen Plaintiff’s movie.

65. Defendants’ ongoing refusal to resolve this issue privately, coupled with Defendants’ threats against Plaintiff, Creation Today, and Resurrection Pictures have left no other option. Plaintiff, therefore, was forced to file this suit to resolve the dispute and recover the property Defendants stole from Plaintiff.

COUNT I
CYBERSQUATTING
15 U.S.C. §§ 1125(d)

66. Plaintiff realleges the foregoing paragraphs.

67. Plaintiff owns the rights in the mark GENESIS MOVIE.

68. GENESIS MOVIE is the personal name of Plaintiff.

69. Using funds provided by Plaintiff, Defendants were supposed to purchase the domain www.genesismovie.com in their role as a member of

Plaintiff.

70. Instead of listing www.genesismovie.com in Plaintiff's name, Defendants registered the domain in Defendants' name.

71. After Defendants breached the Production Agreement by taking Plaintiff's intellectual property, Defendants issued a ransom demand to Plaintiff. Defendants threatened to remove the website for *Genesis: Paradise Lost* from www.genesismovie.com.

72. Defendants made this ransom demand knowing that Plaintiff was making time sensitive use of the domain with a Latin America distributor providing marketing and promotion that linked to www.genesismovie.com as part of a push for a theatrical release in twelve countries.

73. When Plaintiff refused to pay the ransom, Defendants did remove the website for *Genesis: Paradise Lost* from www.genesismovie.com

74. Defendants pointed www.genesismovie.com to a website owned by Defendants.

75. Defendants' website, now hosted at www.genesismovie.com, solicits donations from people looking for the website for *Genesis: Paradise Lost*.

76. As part of Defendants' solicitations for donations, Defendants falsely represent themselves as the owners of *Genesis: Paradise Lost*. Defendants do not have *any rights* in *Genesis: Paradise Lost*.

77. Defendants do not have reasonable grounds to believe that their use of www.genesismovie.com is fair or lawful.

78. Defendants have a bad faith intent to profit from www.genesismovie.com.

79. Defendants are committing cybersquatting.

80. Defendants' bad acts are done knowingly, intentionally, willfully, and maliciously.

COUNT II
COPYRIGHT INFRINGEMENT
17 U.S.C. § 101 *et seq.*

81. Plaintiff realleges the foregoing paragraphs.

82. Pursuant to the Production Agreement, Plaintiff is the owner of all rights, to include copyrights, in *Genesis: Paradise Lost*.

83. *Genesis: Paradise Lost* is the subject of U.S. Copyright Registration No. PA 2099783.

84. Pursuant to the Production Agreement, Plaintiff is the owner of all rights, to include copyrights, in *In Six Days*.

85. *In Six Days* is the subject of U.S. Copyright Registration No. Pau 3917375.

86. Without permission from Plaintiff, Defendants began selling licenses to publically screen *Genesis: Paradise Lost* to third parties. Defendants falsely

represent to third party licensees and potential licensees that Defendants are providing the third parties with rights to show the film. In actuality, when the third parties screen the film, they engage in copyright infringement.

87. Upon information and belief, Defendants have sold at least one “license” to a third party to publically screen *Genesis: Paradise Lost*.

88. Defendants are advertising a sequel, *Genesis Part 2*, that is an unauthorized derivative work of *Genesis: Paradise Lost* and *In Six Days*.

89. Defendants are exercising exclusive rights of the copyright owner, Plaintiff, without Plaintiff’s permission.

90. Defendants are engaging in direct copyright infringement and are also inducing the infringement of third parties by offering fraudulent licenses to distribute and show Plaintiff’s copyright works.

COUNT III
DECLARATORY JUDGMENT - COPYRIGHT OWNERSHIP
17 U.S.C. § 101 *et seq.*

91. Plaintiff realleges the foregoing paragraphs.

92. Creation Today, Resurrection Pictures, Plaintiff, and Defendant Sevenfold Films entered the Production Agreement.

93. The Production Agreement states that all works created in making a series of *Genesis* films are works made for hire and owned by Plaintiff.

94. *Genesis: Paradise Lost* was one of the *Genesis* films made pursuant to the Production Agreement.

95. *In Six Days* was one of the *Genesis* films made pursuant to the Production Agreement.

96. *Genesis: Paradise Lost* and *In Six Days* are works made for hire under the Copyright Act.

97. All rights in *Genesis: Paradise Lost* and *In Six Days* belong to Plaintiff.

98. Defendants have no rights in either *Genesis: Paradise Lost* or *In Six Days*, to include no right to make *Genesis Part 2* or any other derivative work.

99. The Production Agreement recites that “the Picture, all films, tapes, recordings, prints and copies thereof, and all rights therein, shall be the sole property of the Financier/Distributor and may be distributed, exhibited, broadcast and otherwise used and/or exploited, in whole or in part, in perpetuity, in any manner and through any media, whether presently in existence or subsequently devised, as the Financier/Distributor may elect.”

100. Pursuant to the Production Agreement, Plaintiff owns the Picture, all films, tapes, recordings, prints and copies thereof, and all rights therein.

101. Defendants have no rights in the Picture, all films, tapes, recordings, prints and copies thereof, and all rights therein.

102. The CGI assets are part of the Picture, all films, tapes, recordings, prints and copies thereof, and all rights therein.

103. All the rights in the CGI assets belong to Plaintiff.

104. Defendants have no rights in the CGI assets.

105. Despite the Production Agreement's clear and unambiguous language providing all ownership to Plaintiff, Defendants embarked on a campaign of theft to try to take ownership of property the parties agreed was Plaintiff's property in the Production Agreement. Defendant's bad acts include Defendant's fraudulent registration of the copyrights to *Genesis: Paradise Lost* and *In Six Days*.

106. Defendants' ongoing claims of ownership of *Genesis: Paradise Lost*, *In Six Days*, the CGI assets, and the Picture, all films, tapes, recordings, prints and copies thereof are contrary to law and harm Plaintiff.

COUNT IV
BREACH OF PRODUCTION AGREEMENT
Common Law

107. Plaintiff realleges the foregoing paragraphs.

108. Plaintiff, Creation Today, Resurrection Pictures, and Defendant Sevenfold Films entered into the Production Agreement.

109. The Production Agreement included a provision that Plaintiff would own all rights, to include all copyrights, in the Picture, all films, tapes, recordings, prints and copies thereof.

110. The Production Agreement included a provision that Plaintiff had the sole right to register the copyright in works created under the Production Agreement.

111. *Genesis: Paradise Lost* is a work that was created under the Production Agreement.

112. Pursuant to the Production Agreement, Plaintiff owns all rights in *Genesis: Paradise Lost*.

113. Pursuant to the Production Agreement, Plaintiff has the sole right to register the copyright in *Genesis: Paradise Lost*.

114. *In Six Days* is a work that was created under the Production Agreement.

115. Pursuant to the Production Agreement, Plaintiff owns all rights in *In Six Days*.

116. Pursuant to the Production Agreement, Plaintiff has the sole right to register the copyright in *In Six Days*.

117. In violation of the Production Agreement, Defendants registered the copyright to *Genesis: Paradise Lost* in Defendant Sevenfold Films' name.

118. In violation of the Production Agreement, Defendants registered the copyright to *In Six Days* in Defendant Sevenfold Films' name.

119. Defendants' acts constituted a material breach of the Production

Agreement.

120. Plaintiff was harmed by Defendants' material breach.

121. Plaintiff, Creation Today, and Resurrection Pictures provided notice to Defendants that Defendants were in breach of the Production Agreement.

122. Plaintiff, Creation Today, and Resurrection Pictures provided Defendants a reasonable opportunity to cure the breach of the Production Agreement.

123. Defendants not only failed to cure the breach of the Production Agreement, Defendants refused to cure the breach of the Production Agreement.

124. In registering *Genesis: Paradise Lost* and *In Six Days*, Defendants maliciously, willfully, and intentionally misrepresented to the Copyright Office that Defendants were the sole authors of *Genesis: Paradise Lost* and *In Six Days*. Defendants knew this was not true, and knew that Creation Today, Resurrection Pictures, and third parties contributed copyrightable material to *Genesis: Paradise Lost* and *In Six Days*.

125. The Production Agreement requires that Plaintiff owns "all films, tapes, recordings, prints and copies thereof, and all rights therein."

126. Although the Production Agreement gives ownership of all films, tapes, recordings, prints and copies thereof to Plaintiff, Defendants claimed ownership of films, tapes, recordings, prints and copies thereof.

127. When Plaintiff requested the films, tapes, recordings, prints and copies thereof that Plaintiff owns pursuant to the Production Agreement, Defendants refused to provide Plaintiff with the films, tapes, recordings, prints and copies thereof that belong to Plaintiff.

128. Defendants' acts in claiming ownership in and refusing Plaintiff access to the films, tapes, recordings, prints and copies thereof that Plaintiff owns pursuant to the Production Agreement are a material breach of the Production Agreement.

129. Plaintiff, Creation Today, and Resurrection Pictures provided Defendants with notice of the material breach and a reasonable amount of time within which to cure the breach.

130. Although Defendants received notice and a reasonable amount of time to cure their breach, Defendants refused to cure the material breach.

131. Defendants' acts are done willfully, knowingly, intentionally, and maliciously with the intention to harm Plaintiff, Creation Today, and Resurrection Pictures.

132. Defendants are in breach of the Production Agreement.

133. As a result of their breach, Defendants are entitled to no further royalties or other compensation pursuant to the Production Agreement.

COUNT V
CONVERSION
Common Law

134. Plaintiff realleges the foregoing paragraphs.

135. Plaintiff, Creation Today, Resurrection Pictures, and Defendants, along with third party contributors, created *Genesis: Paradise Lost* and *In Six Days*.

136. The parties agreed that Plaintiff owned *Genesis: Paradise Lost* and *In Six Days*.

137. Defendants, in their role as a member of Plaintiff, maintained all the copies of the files for *Genesis: Paradise Lost* and *In Six Days* on computers purchased by Plaintiff and provided to Defendants for use in creating *Genesis: Paradise Lost*.

138. At all times, Plaintiff was and is the lawful owner of all files related to *Genesis: Paradise Lost* and *In Six Days*, and is entitled to immediate possession of those files.

139. Defendants converted *Genesis: Paradise Lost* and *In Six Days* to Defendants' own use.

140. Defendants converted the files for *Genesis: Paradise Lost* and *In Six Days* by excluding Plaintiff from exercising Plaintiff's rights of ownership over the files for *Genesis: Paradise Lost* and *In Six Days*.

141. Plaintiff provided Defendants with the funding to purchase CGI assets for Plaintiff.

142. Defendants agreed that the CGI assets would be purchased for Plaintiff.

143. Despite agreeing that the CGI assets would be purchased for Plaintiff and despite Plaintiff paying for the CGI assets, Defendants put the purchased CGI assets in Defendants' name.

144. Plaintiff was and is the lawful owner of the CGI assets and is entitled to their immediate possession.

145. Despite Plaintiff's ongoing requests for the CGI assets, Defendants refuse to provide Plaintiff the CGI assets.

146. Plaintiff provided funds to Defendants to purchase the URL www.genesismovie.com for Plaintiff.

147. Defendants agreed, in their role as a member of Plaintiff, to purchase the URL www.genesismovie.com for Plaintiff.

148. Defendants thereafter did purchase the URL www.genesismovie.com.

149. Although Defendants hosted Plaintiff's GENESIS MOVIE website at www.genesismovie.com for some time, when Plaintiff learned Defendants violated Plaintiff's rights and demanded Defendants return the property they stole from

Plaintiff, Defendants locked Plaintiff out of the URL and pointed the URL at a website owned by Defendants. The new website solicits funds for Defendants using Plaintiff's www.genesismovie.com URL.

150. Defendants' acts amount to conversion.

PRAYER FOR RELIEF

WHEREFORE Plaintiff respectfully prays the Court to:

- (1) Find Defendants liable for cybersquatting and order the URL, www.genesismovie.com, transferred to Plaintiff;
- (2) Find that Plaintiff owns all rights in *Genesis: Paradise Lost* and *In Six Days*;
- (3) Order that the registrations for *Genesis: Paradise Lost* and *In Six Days* be assigned to Plaintiff;
- (4) Permanently enjoin Defendants from registering any copyrights associated with any of Plaintiff's intellectual property;
- (5) Order Defendants to return all converted property to Plaintiff, to include the CGI assets, domain, Quiver account, and all files and materials associated with *Genesis: Paradise Lost* and *In Six Days*.
- (6) Find Defendants engaged in copyright infringement;
- (7) Permanently enjoin Defendants from making any use of any files or materials associated with *Genesis: Paradise Lost* and *In Six Days*, to include use with regard to *Genesis Part 2*.

- (8) Find Defendants breached the Production Agreement, order their specific performance and hold that they are not entitled to any further compensation under that Agreement or otherwise in relation to *Genesis: Paradise Lost* or *In Six Days*.
- (9) Order Defendants to run correctional advertising for two years on the front pages of their ministry websites and fundraising sites explaining that they were not the owner of *Genesis: Paradise Lost* and *In Six Days* and that they had no right to license or distribute the same.
- (10) Find that Defendants' acts were willful and intentional;
- (11) Award Plaintiff its damages;
- (12) Conduct an accounting of Defendants' ill-gotten revenues associated with their wrongdoing and order disgorgement of the same;
- (13) Award punitive damages against Defendants;
- (14) Award Plaintiff its reasonable attorneys' fees.
- (15) Award Plaintiff its taxable costs and disbursements in this action;
- (16) Award pre-judgment and post-judgment interest as allowed by law; and
- (17) That Plaintiff be afforded such other relief to which it is entitled and as this Court deems just and equitable.

PLAINTIFF DEMANDS A TRIAL BY JURY

Respectfully submitted this the 20th day of March, 2020.

By: /s/ Anthony J. Biller
Anthony J. Biller, *pro hac vice*
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