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**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

PEARSON EDUCATION, INC., ELSEVIER INC.,
CENGAGE LEARNING, INC., BEDFORD,
FREEMAN & WORTH PUBLISHING GROUP, LLC
d/b/a MACMILLAN LEARNING, and MCGRAW-
HILL GLOBAL EDUCATION HOLDINGS, LLC,

Plaintiffs,

v.

RAHEIM J. MOFIELD a/k/a James Reynolds,
individually and d/b/a
www.worldmediaincorporated.com, and Does 1-3.

Defendants.

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Case No.

**COMPLAINT
AND JURY DEMAND**

FILED
OCT 03 2019
NATE RABINOWITZ, Clerk
Dep. Clerk

Plaintiffs Pearson Education, Inc., Elsevier Inc., Cengage Learning, Inc., Bedford, Freeman & Worth Publishing Group, LLC d/b/a Macmillan Learning, and McGraw-Hill Global Education Holdings, LLC (collectively, "Plaintiffs") for their Complaint against Defendant Raheim J. Mofield a/k/a James Reynolds, individually and d/b/a www.worldmediaincorporated.com, and Does 1-3 ("Defendants"), allege, on personal knowledge as to matters relating to themselves and on information and belief as to all other matters, as follows:

NATURE OF THE CASE

1. This case is about brazen and unrepentant eBook piracy by individuals who are hiding behind the anonymity of the internet.
2. Plaintiffs are among the largest providers of higher-education textbooks and tailored learning solutions in the United States. In the academic marketplace, Plaintiffs serve secondary, post-secondary, and graduate-level students, teachers, and learning institutions

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providing quality content and assessment material in physical, digital, and multi-media formats.

3. Defendants brazenly flout copyright law by operating a website through which Defendants illegally reproduce and distribute unauthorized digital copies of Plaintiffs' and other publishers' copyrighted works. Hiding behind the anonymity of the internet, Defendants sell unauthorized digital copies of textbooks and other materials ("Infringing eBooks") to consumers in the United States and elsewhere. Plaintiffs sent multiple infringement notices to Defendants and to Defendants' service provider, Google, informing them that Defendants' activities are illegal and identifying the precise location of specific infringing content. But, Defendants have knowingly continued their infringement.

4. Defendants distribute Infringing eBooks with no way to prevent their viral downstream copying and dissemination. Defendants' infringing activity steals the fruits of Plaintiffs' and their authors' creative efforts and monetary investments. Accordingly, Plaintiffs bring this suit for injunctive relief and damages to put an end to Defendants' knowing and willful copyright infringement.

JURISDICTION AND VENUE

5. This is an action arising under the Copyright Act, 17 U.S.C. § 101, *et seq.* This Court has original subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

6. Personal jurisdiction in this district is proper. Defendant Mofield resides in Pennsylvania and in this district. In addition, Defendants have committed acts of copyright infringement complained of herein within this district and hold themselves out as doing business in this district. Further, as explained below, Defendants consented to personal jurisdiction in this district.

7. Venue is proper in this district under 28 U.S.C. §§ 1391(b) and (c) and 1400(a). A

substantial part of the acts of infringement complained of herein occurs or has occurred in this district, and/or this is a district in which Defendants reside.

PARTIES

1. Plaintiff Pearson Education, Inc. (“Pearson”) is a Delaware corporation, with its principal place of business at 221 River Street, Hoboken, New Jersey 07030.

2. Plaintiff Elsevier Inc. (“Elsevier”) is a Delaware corporation, with its principal place of business at 230 Park Avenue, Suite 800, New York, NY 10169.

3. Plaintiff Cengage Learning Inc., formerly Thomson Learning Inc., (“Cengage”) is a Delaware corporation, with its principal place of business 200 Pier Four Boulevard, Boston, Massachusetts 02210.

4. Plaintiff Bedford, Freeman & Worth Publishing Group, LLC d/b/a Macmillan Learning (“Macmillan Learning”) is a New York limited liability company wholly owned by Macmillan Holdings, LLC, with its principal place of business at One New York Plaza, New York, New York 10004.

5. Plaintiff McGraw-Hill Global Education Holdings, LLC (“MHE”) is a Delaware limited liability company, with its principal place of business at 2 Penn Plaza, New York, New York 10121.

6. Defendant Raheim J. Mofield a/k/a James Reynolds is an individual who does business in Philadelphia, Pennsylvania, and whose last known address is 304 W. Upsal Street, Apt. 1, Philadelphia, Pennsylvania 19119. Defendant Mofield also uses the aliases, Raheim Reynolds, Raheim James Thompson, and Raheim Williams.

7. Defendants Does 1-3 are fictitious names for certain individuals or entities whose true identities and locations are not currently known to Plaintiffs. The Doe Defendants engage in

an illegal scheme whereby, as alleged herein, they sell Infringing eBooks to the public, making and distributing unauthorized copies of Plaintiffs' copyrighted works. Once Plaintiffs obtain information as to Defendants' true identities, Plaintiffs will amend the Complaint to include such individuals or entities as named defendants.

PLAINTIFFS' BUSINESSES

8. Plaintiffs are among the country's largest providers of tailored learning solutions. Plaintiffs' publications include physical and digital textbooks, as well as online publications (collectively, "Textbooks"). These Textbooks are widely available in the marketplace for sale, rental, or subscription, through direct sales channels and via a network of distributors.

9. Plaintiffs are the copyright owners of, and/or the owners of exclusive rights in, among many others, the works described on **Exhibit A** (hereinafter "Plaintiffs' Works"). Plaintiffs' Works are protected by copyright registrations duly obtained by Plaintiffs, or their predecessors or affiliates, from the United States Copyright Office.

10. Plaintiffs invest significant time and money into publishing their Textbooks. Each year they incur substantial costs for, among other things: author royalties or other costs of content creation or licensing; copyediting, proofreading, layout, printing, binding, distribution, and promotion; and overhead for their editorial offices.

11. Plaintiffs suffer serious financial and reputational injury when their copyrights are infringed. Both publishers and authors alike are deprived of income when their Textbooks are unlawfully copied and sold, or when their copyrights are otherwise infringed, which can have serious financial and creative repercussions for them and their work. A substantial decline in revenue from sales or rentals of Plaintiffs' copyrighted works could cause Plaintiffs to cease publication of one or more deserving Textbooks. This would have an adverse impact on the

creation of new Textbooks, on scholarly endeavor, as well as on the availability and quality of educational content in the humanities, sciences, and social sciences.

DEFENDANTS' UNLAWFUL ACTIVITIES

12. Defendants own, control, and operate an illegal online store located at www.worldmediaincorporated.com (the "Infringing Site" or "Site"). Using the Infringing Site, Defendants profit from the sale of Infringing eBooks, *i.e.*, unauthorized digital copies of books, including Plaintiffs' Textbooks. The image below is a screenshot of the home page of the Infringing Site:



13. Defendants are not authorized to reproduce or distribute the books that they sell on the Site. Nonetheless, Defendants have made unauthorized digital copies of these books and have

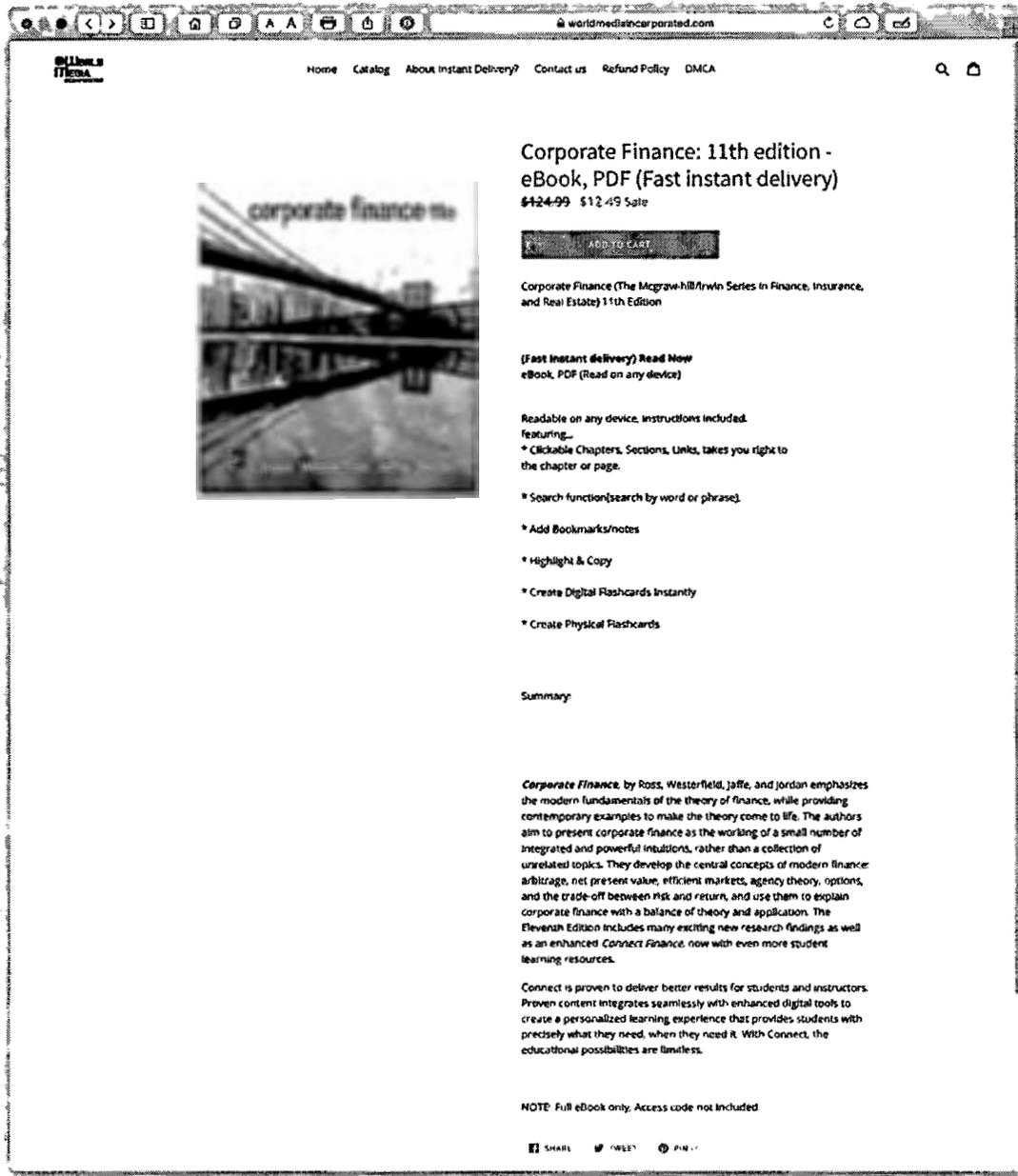
stored them on computers they own or control, for further copying and sale to customers. In furtherance of their unlawful activities, Defendants use the email addresses contactus@worldmediaincorporated.com and worldmediaincorporated@gmail.com.

14. Through their highly interactive website, and via other means, upon payment of a fee from their customers, Defendants distribute Infringing eBooks to the public in violation of Plaintiffs' copyrights. Defendants engage in these acts using Defendants' Site, Defendants' email addresses, and other tools and services. Attached as Exhibit A is a non-exhaustive, representative list of Plaintiffs' Works that Defendants have reproduced and/or distributed in violation of Plaintiffs' copyrights.

15. At Defendants' Site, purchasers or prospective purchasers can scroll through or search for listings of the unauthorized digital copies of Plaintiffs' publications, including Textbooks that Defendants have made and maintain on computers Defendants own or control. Visitors can interact with the Site, view information on the extensive catalogue of items available for purchase, and then proceed with the transaction. Visitors can search by keyword, such as by title or subject. At the touch of a few keystrokes, armed with a credit card or other means of online payment, a visitor can purchase and download unauthorized copies of Plaintiffs' and other publishers' copyrighted publications.

16. Defendants' Site has individual "product pages" for each Infringing eBook that Defendants have illegally copied. On these pages, a visitor can click on a button to purchase and immediately obtain an Infringing eBook. These pages contain an infringing image of the book cover and a statement that the Site delivers an "eBook, PDF" via "Fast instant delivery." These pages also advertise key features of the infringing material, such as the ability to *copy* text, click through to different chapters and sections, highlight text, and create bookmarks, notes, and digital

flashcards. Making matters worse, Defendants use marketing copy from Plaintiffs' own websites to describe the works. By way of example, the image below is a screenshot of a product page on Defendants' Site, which offers an infringing digital copy of Plaintiff MHE's copyrighted work, *Corporate Finance*, 11th edition:



17. Plaintiffs have made multiple test purchases of Plaintiffs' Works from Defendants' Site. Such purchases confirm that, as Defendants advertise on their Site, they provide customers with complete, unauthorized digital copies of Plaintiffs' Textbooks. Defendants use Amazon Pay to process payments for the Infringing eBooks and Dropbox to host the files containing the Infringing eBooks. Immediately after user makes a purchase, Defendants provide a link from which the user can download the Infringing eBook via Dropbox. Defendants also provide the user with instructions on how to download and view the Infringing eBook on a computer, in iBooks on Apple devices, as well as on "any other device/tablet etc."

18. On multiple occasions, Plaintiffs or their representatives sent infringement notices ("Infringement Notices") to Defendants demanding the removal of infringing material cited in the notice, the vast majority of which have gone ignored. The elements of each notice included: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that was infringed; (ii) identification of the copyrighted work infringed; (iii) identification of the infringing material that was to be removed or access to which was to be disabled, and information reasonably sufficient for locating the material; (iv) information reasonably sufficient to contact Plaintiffs; (v) a statement that Plaintiffs had a good faith belief that the use of the material complained of in the notice was not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notice is accurate, and, under penalty of perjury, that the person sending the notice was authorized to act on behalf of the owner of an exclusive right that was infringed. Plaintiffs sent Infringement Notices to Defendants, as well as to Google, which provides search results that point Google users to listings for Defendants' infringing content.

19. In response to one Infringement Notice, Defendants sent a counter notification to Google, claiming under penalty of perjury that Plaintiff Pearson's ownership of the copyright in

the specific work listed in the Infringement Notice sent to Google—*Chemistry: A Molecular Approach*, 4th edition— is somehow in dispute. See **Exhibit B**. Defendants made this claim knowing that it was false and unjustified and for the purpose of causing Google to continue including links to Defendants’ Infringing eBooks in Google search results. The Infringement Notice sent to Google identifying Pearson’s copyrighted work concerned infringing activity that was clear and unambiguous. There is no plausible legal justification for Defendants to disseminate Infringing eBooks on and through the Infringing Site.

20. Under 17 U.S.C. § 512(g)(3)(D), Defendants submitted to personal jurisdiction in this district. Defendants’ counter notification included a name, address, and telephone number, and a statement consenting to jurisdiction in the judicial district in which the address is located. Defendants’ counter notification identified the name “James Reynolds” and the address, 1735 Market Street, Philadelphia, Pennsylvania 19103. “James Reynolds” is an alias used by Defendant Raheim Mofield and the address, which is for an iconic office building in downtown Philadelphia, also appears to be fictitious. Regardless, by sending a counter notification pursuant to 17 U.S.C. § 512(g)(3)(D), Defendants have expressly consented to jurisdiction in this district.

21. Defendants conduct their business solely by email and over the Internet, making concerted efforts to conceal their true names and physical locations. In addition to using fictitious information in their counter notification, the Infringing Site does not provide any real names or physical addresses as contact information, and the Site’s domain name is registered anonymously through a proxy.

22. Plaintiffs’ counsel attempted to contact Defendants directly on two occasions to discuss this matter. Counsel left a voicemail at the telephone number provided in Defendants’ counter notification, which Defendants have ignored. Then, when counsel reached Defendant

Raheim Mofield by phone using a second number associated with Mofield, he denied all knowledge of “James Reynolds” and the Infringing Site.

23. Defendants’ reproduction and distribution of Plaintiffs’ valuable copyrighted works take place without authorization and without compensation to Plaintiffs, their authors, and others in the legitimate chain of commerce. On the contrary, Defendants’ actions described herein benefit them alone, for their own commercial purpose and gain.

24. Defendants are well aware of the infringement that they engage in and cause. Rather than take the steps necessary to operate a legitimate online store that sells lawful copies of books, Defendants instead choose to copy and sell Infringing eBooks. Defendants continue to do so with the full awareness that they have not been granted any license, permission, authorization, or consent to copy or distribute the underlying copyrighted works.

CLAIM FOR RELIEF

Copyright Infringement (17 U.S.C. § 101 *et seq.*)

25. Plaintiffs re-allege and incorporate herein by reference the allegations contained in the foregoing paragraphs as though set forth fully herein.

26. Plaintiffs’ Works listed on Exhibit A constitute original works and copyrightable subject matter pursuant to the Copyright Act and are protected by United States Certificates of Copyright Registration duly obtained from the United States Copyright Office. At all relevant times, Plaintiffs have been and still are the owners or exclusive licensees of all rights, title, and interest in and to their respective copyrights in such works, which have never been assigned, licensed, or otherwise transferred to Defendants.

27. Defendants, without the permission or consent of Plaintiffs, have reproduced Plaintiffs’ Works and distributed (and continue to distribute) to the public unauthorized copies of

Plaintiffs' Works. Such reproduction and distribution constitute infringement of Plaintiffs' exclusive rights under copyright pursuant to 17 U.S.C. § 501 in violation of 17 U.S.C. §§ 106(1) and 106(3).

28. Each of the Defendants directly and individually performed the acts alleged herein, and also did so jointly and in concert with one another, or as an agent, principal, alter ego, employee, or representative of the other. Accordingly, each of the Defendants is liable for all of the acts alleged herein because they were the cause in fact and proximate cause of all injuries Plaintiffs have suffered.

29. The infringement of Plaintiffs' rights in each of their respective copyrighted works constitutes a separate and distinct act of infringement.

30. Defendants' unlawful conduct, as set forth above, was willful, intentional and purposeful, in disregard of and with indifference to the rights of Plaintiffs.

31. As a result of Defendants' unlawful and deliberate conduct as set forth above, Plaintiffs have been, and will continue to be, irreparably damaged, for which Plaintiffs have no remedy at law. Unless this Court restrains Defendants from continuing their infringement of Plaintiffs' copyrights, these injuries will continue to occur in the future.

PRAYER FOR RELIEF

By reason of the acts and circumstances alleged above, Plaintiffs seek relief from this Court as follows:

1. Judgment on the claim set forth above, including that Defendants' infringement of Plaintiffs' Authentic Works and Marks was intentional and willful.
2. Damages and/or restitution according to proof at trial, including exemplary damages where authorized by statute;

3. An accounting and disgorgement of Defendants' profits, gains, and advantages realized from their unlawful conduct, including a reconciliation of purchases and sales of the Infringing eBooks with documents relating to all such purchases and sales;

4. An order requiring Defendants to pay Plaintiffs such damages as Plaintiffs have sustained as a consequence of Defendants' unlawful acts as alleged above, including actual damages or statutory damages, at Plaintiffs' election, pursuant to 17 U.S.C. § 504;

5. An order enjoining Defendants and those in active concert with them from further infringing upon Plaintiffs' respective copyrights pursuant to 17 U.S.C. § 502;

6. An order requiring Defendants to deliver up for destruction all infringing copies and other material bearing imitations, including confusingly similar variations, of Plaintiffs' respective copyrights pursuant to 17 U.S.C. § 503;

7. Prejudgment and post-judgment interest at the applicable rate;

8. Plaintiffs' attorney's fees, expenses, and costs of suit; and

9. Such other and further relief the Court deems proper.

JURY TRIAL DEMAND

Plaintiffs hereby request a trial by jury.

FILED

OCT 3 2019

By: _____
Clerk

DATED: October 3, 2019

Respectfully submitted,

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