

1 Marc Toberoff (S.B. #188547)
2 *mtoberoff@toberoffandassociates.com*
3 TOBEROFF & ASSOCIATES, P.C.
4 23823 Malibu Road, Suite 50-363
5 Malibu, CA 90265
6 Telephone: (310) 246-3333
7 Facsimile: (310) 246-3101

8 *Attorneys for Plaintiff*

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

11 R. LANCE HILL, an individual,

12
13 Plaintiff,

14 v.

15 METRO-GOLDWYN-MAYER
16 STUDIOS INC., a Delaware
17 corporation, AMAZON
18 STUDIOS LLC, a California
19 limited liability company,
20 UNITED ARTISTS PICTURES
21 INC., a Delaware corporation, and
22 DOES 1-10,

23
24
25
26
27
28 Defendants.

Case No. 24-CV-1587

COMPLAINT FOR:

[1] DECLARATORY RELIEF

[2] COPYRIGHT INFRINGEMENT

DEMAND FOR JURY TRIAL

1 Plaintiff R. Lance Hill (“Hill” or “Plaintiff”), for his complaint against
2 defendants Metro-Goldwyn-Mayer Studios Inc. (“MGM”), Amazon Studios
3 LLC (“Amazon Studios”), and United Artists Pictures Inc. (collectively,
4 “Defendants”), alleges as follows:

5 **NATURE OF THE ACTION**

6 1. Hill, also known as by his Hollywood pen name, David Lee Henry,
7 is an accomplished author of both American literature and film. Hill’s novels,
8 including *Nails* (1970), *King of White Lady* (1975), and *The Evil That Men*
9 *Do* (1978) showcase his talent for crafting compelling narratives infused with
10 suspense, intrigue, and psychological depth. As a screenwriter, he has lent his
11 creative vision to several notable films, such as *Harry Tracy*, *Desperado*
12 (1982), *The Evil That Men Do* (1984), *8 Million Ways to Die* (1986), *Road*
13 *House* (1989) and *Out for Justice* (1991). Each screenplay bears the hallmark of
14 Hill’s distinctive storytelling style, characterized by sharp dialogue, dynamic
15 characters, and gripping plots that resonate with audiences long after the credits
16 roll.

17 2. Hill is the author of the original screenplay entitled *Roadhouse*
18 dated July 1986 (the “Screenplay”), which he wrote “on spec” on his own
19 initiative.

20 3. When United Artists Pictures, Inc. (“United Artists”) expressed
21 interest in producing a motion picture based on his Screenplay, Hill transferred
22 his copyright therein to the studio by a written assignment executed on
23 September 16, 1986. Thereafter, United Artists produced and exploited the 1989
24 motion picture, *Road House* (the “1989 Film”) based on the Screenplay.

25 4. On November 10, 2021, Hill properly availed himself of his right
26 under the Copyright Act to recover the copyright to his Screenplay by timely
27 serving United Artists’ successors with a statutory notice of termination of Hill’s
28 1986 copyright grant, under 17 U.S.C. § 203(a), bearing an effective termination

1 date of November 11, 2023, and by filing the notice of termination with the U.S.
2 Copyright Office.

3 5. On November 11, 2023, the Screenplay’s copyright thereby duly
4 reverted to Hill under the Copyright Act. Yet, in contravention of the Act’s
5 fundamental authorial termination right, Defendants refused to acknowledge
6 Hill’s statutory termination.

7 6. Instead, Defendants steamrolled ahead with the production of a
8 remake of the 1989 Film (the “2024 Remake”) derived from Hill’s Screenplay.
9 Defendants’ unauthorized 2024 Remake was not completed until late January
10 2024, well *after* the effective date of Hill’s statutory termination. This case arises
11 from Defendants’ blatant copyright infringement due to their willful failure to
12 license the requisite motion picture and ancillary rights to Hill’s Screenplay
13 underlying their derivative 2004 Remake as required by law.

14 **PARTIES**

15 7. Plaintiff R. Lance Hill, aka David Lee Henry, is an individual,
16 citizen and resident of Canada.

17 8. Upon information and belief, Defendant MGM is a corporation
18 organized and existing under the laws of the State of Delaware, which has its
19 principal place of business in the County of Los Angeles, California.

20 9. Upon information and belief, Defendant Amazon Studios is a
21 limited liability company organized and existing under the laws of the State of
22 California, which has its principal place of business in the County of Los
23 Angeles, California.

24 10. Upon information and belief, Defendant United Artists Pictures Inc.
25 is a corporation organized and existing under the laws of the State of Delaware,
26 which has its principal place of business in the County of Los Angeles,
27 California.

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JURISDICTION AND VENUE

1
2 11. This is a civil action for copyright infringement and injunctive
3 relief under the United States Copyright Act, 17 U.S.C. §§ 101 *et seq.*
4 (hereinafter, “Copyright Act”) and the Declaratory Judgment Act, 28 U.S.C.
5 § 2201.

6 12. This Court has original subject matter jurisdiction over the claims
7 set forth in this complaint pursuant to the Copyright Act, 17 U.S.C. § 101 *et seq.*,
8 28 U.S.C. §§ 1331, 1332, and 1338(a), and the Declaratory Judgment Act, 28
9 U.S.C. § 2201.

10 13. Upon information and belief, this Court has personal jurisdiction
11 over MGM because it has its principal place of business in the State of
12 California and in this District, and because a substantial portion of the relevant
13 acts complained of herein occurred in the State of California and in this District.

14 14. Upon information and belief, this Court has personal jurisdiction
15 over Amazon Studios because it has its principal place of business in the State of
16 California and in this District, and because a substantial portion of the relevant
17 acts complained of herein occurred in the State of California and in this District.

18 15. Upon information and belief, this Court has personal jurisdiction
19 over United Artists Pictures Inc. because it has its principal place of business in
20 the State of California and in this District, and because a substantial portion of
21 the relevant acts complained of herein occurred in the State of California and in
22 this District.

23 16. Upon information and belief, venue is proper in this Court pursuant
24 to 28 U.S.C. § 1391(b)(1) because Defendants reside in this District, and
25 pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events
26 giving rise to this action occurred in this District.

27 17. Plaintiff is informed and believes and based thereon alleges that the
28 fictitiously named Defendants captioned hereinabove as Does 1 through 10,

1 inclusive, and each of them (hereinafter “DOE(S)”) were in some manner
2 responsible or legally liable for the actions, damages, events, transactions and
3 circumstances alleged herein. The true names and capacities of such fictitiously
4 named defendants, whether individual, corporate, associate, or otherwise are
5 presently unknown to Plaintiff, and Plaintiff will amend this Complaint to assert
6 the true names and capacities of such fictitiously named Defendants when the
7 same have been ascertained. For convenience, each reference herein to a named
8 Defendant or to Defendants shall also refer to the Doe Defendants and each of
9 them.

10 18. Plaintiff is informed and believes and based thereon alleges that
11 each of the Defendants was the agent, partner, servant, employee, or employer of
12 each of the other Defendants herein, and that at all times herein mentioned, each
13 of the Defendants was acting within the course and scope of such employment,
14 partnership and/or agency and that each of the Defendants is jointly and
15 severally responsible for the damages hereinafter alleged.

16 **STATUTORY BACKGROUND**

17 19. The Copyright Act provides an author with the inalienable right to
18 recapture the copyright to the author’s creative material, after a lengthy waiting
19 period, by statutorily terminating without cause prior transfer(s) of such
20 copyright. Termination is carried out by simply serving advance notice of
21 termination on the original grantee or its successors and filing the notice with the
22 U.S. Copyright Office, within delineated time windows. 17 U.S.C. § 203(a).

23 20. Section 203(a) provides for the termination of post-1977 transfers
24 of rights under copyright by the author during a five (5) year period
25 commencing thirty-five (35) years after the date the rights were transferred. *Id.*
26 § 203(a)(3). The requisite notice of termination sets forth the “effective date” of
27 termination, within the five-year termination “window,” when the previously
28 transferred rights under copyright will be recaptured by the author. Notice of

1 termination may be served by the author at any time between ten (10), and two
2 (2) years before the effective termination date. *Id.* § 203(a)(4)(A).

3 21. “Works for hire” are the sole exemption from the Copyright Act’s
4 termination provisions. *Id.* § 203(a).

5 22. The termination right is the most important authorial right provided
6 by the Copyright Act, short of copyright itself. Congress was therefore very
7 protective of the termination right and, to that end, enacted a number of
8 provisions to prevent any waiver or encumbrance of the termination interest
9 even by the author himself. For instance, “[t]ermination of the [author’s
10 copyright] grant may be effected notwithstanding any agreement [by the author]
11 to the contrary[.]” *Id.* § 203(a)(5).

12 23. Furthermore, “[h]armless errors in a [termination] notice that do not
13 materially affect the adequacy of the information required to serve the purposes
14 of . . . section [203(a)] of title 17, U.S.C. . . . shall not render the notice invalid.”
15 37 CFR § 201.10(e)(1).

16 24. Congress anticipated that an author’s exercise of his/her termination
17 right would usually result in a new license by the author to the terminated
18 grantee or its successors (like Defendants). To that end, Congress provided “the
19 original grantee” or its successor with the exclusive opportunity to re-license an
20 author’s recaptured copyright “after the notice or termination has been served,”
21 but before “the effective date of the termination.” *Id.* § 203(b)(4). The
22 termination provisions thus reflect a deliberate balance of competing interests.

23 25. Under the termination provisions, prior derivative works can
24 continue to be freely distributed just as before pursuant to the terms of the
25 author’s original grant. 17 U.S.C. § 203(b)(1). Thus, Hill’s recovery of the U.S.
26 copyright to the Screenplay does not prevent Defendants or its licensees from
27 continuing to exploit prior derivative works, including the original 1989 Film; it
28 simply requires a new license for remake or sequel films, and other derivative

1 works completed after the effective November 11, 2023 Termination date, like
2 the 2024 Remake.

3 26. In addition, because the Copyright Act has no extraterritorial
4 application, foreign rights to the Screenplay also remain with Defendants,
5 notwithstanding Hill’s Termination. After the November 11, 2023 Termination
6 date, a new U.S. license from Hill to Defendants of the Screenplay would fairly
7 enable its author Hill to finally participate with others in the proven market
8 value and financial rewards of his original creation, precisely as Congress
9 intended. H.R. Rep. No. 94-1476, at 124 (1976).

10 **FACTS COMMON TO ALL CLAIMS FOR RELIEF**

11 The Chain of Title

12 27. In or around July of 1986, Hill authored the *Roadhouse* Screenplay
13 “on spec,” meaning that he wrote it on his own volition, in the hope of finding
14 an interested motion picture studio once the work was completed.

15 28. Under the Copyright Act (17 U.S.C. § 102(a)), Hill secured a
16 statutory copyright in his Screenplay the moment it was fixed in a tangible
17 medium of expression (i.e., when it was written) and regardless of whether or
18 when the Screenplay was published or registered.

19 29. Upon completion of the Screenplay, Hill’s agents at Creative Artists
20 Agency shopped the Screenplay to potential buyers.

21 30. United Artists recognized the potential in Hill’s spec Screenplay
22 and entered into a “Literary Purchase Agreement” with Hill doing business as
23 Lady Amos Literary Works, Ltd. (“Lady Amos”), his wholly owned loan-out
24 entity, and secured a copyright “Assignment” of all rights in the Screenplay from
25 Hill and Lady Amos, all executed on September 16, 1986 (collectively, the
26 “1986 Grant”). This culminated in the production and release of the now-iconic
27 1989 Film *Road House* starring Patrick Swayze derived from the Screenplay.

28 31. Hill had neither an employment nor a contractual relationship with

1 United Artists when he wrote the Screenplay. Rather, United Artists attained the
2 1986 Grant from Hill well *after* the Screenplay had been completed.

3 32. On November 10, 2021, Hill properly availed himself of his
4 termination rights under the Copyright Act, 17 U.S.C. § 203(a), by serving
5 Defendants with a statutory notice of termination, terminating Hill's 1986 Grant
6 of all rights under U.S. copyright in his Screenplay, effective November 11,
7 2023 (the "Termination").

8 33. The Termination notice, which was recorded with the U.S.
9 Copyright Office on January 8, 2022 (Doc. No. V9985D535), fully complied
10 with Section 203(a) of the Copyright Act and the regulations promulgated
11 thereunder by the Register of Copyrights, 37 C.F.R. § 201.10.

12 34. Out of an abundance of caution, on November 10, 2021, Hill sent
13 an additional notice of termination, pursuant to 17 U.S.C. § 203(a), to Lady
14 Amos and Defendants, terminating any express or implied grant by Hill to Lady
15 Amos of any rights under U.S. copyright in the Screenplay, with an effective
16 termination date of November 11, 2023 (the "Lady Amos Termination").

17 35. The Lady Amos Termination notice, which was recorded with the
18 U.S. Copyright Office on January 8, 2022 (Doc. No. V9982D930), likewise
19 complied with Section 203(a) of the Copyright Act and 37 C.F.R. § 201.10.

20 36. On November 11, 2023, the effective date of both the Termination
21 and the Lady Amos Termination, Hill once again became the sole owner of the
22 U.S. copyright in his original Screenplay.

23 37. On December 15, 2021, Defendants sent a letter to Plaintiff
24 objecting to the Termination on the purported grounds that Hill was barred from
25 exercising his statutory termination rights with respect to his 1986 Grant because
26 the Screenplay supposedly qualified as a work for hire for Hill's wholly owned
27 loan-out entity Lady Amos. As the sole basis for their assertion Defendants cited
28 a conclusory form recitation in the 1986 Grant, drafted by United Artists, which

1 says the Screenplay was purportedly a “work made for hire” for Lady Amos.

2 38. Plaintiff is informed and believes and thereon alleges that United
3 Artists, as well as other movie studios, included this form “work made for hire”
4 recitation by rote whenever transacting with an author’s loan-out entity
5 regardless of the true circumstances of a work’s creation and whether, as a
6 matter of fact and law, it even qualified as a “work made for hire” under the
7 Copyright Act.

8 39. Here, the Screenplay at issue, on both the facts and the law, did not
9 constitute or qualify in any respect as a “work made for hire” under the
10 Copyright Act, 17 U.S.C § 101.

11 40. Hill had no actual employment relationship with Lady Amos and
12 Hill did not conceive or write his spec Screenplay within the scope of any such
13 employment.

14 41. Hill was not paid a salary by Lady Amos, nor did Hill receive any
15 compensation from Lady Amos or any other entity to write the Screenplay.
16 Lady Amos did not withhold any income tax, social security and/or Medicare
17 (nor pay an employer’s matching amount), nor did Lady Amos report or pay
18 payroll taxes or Federal Unemployment tax (FUTA) with respect to Hill, as
19 required by law for actual employees. Hill also did not receive any customary
20 employment benefits from Lady Amos, such as healthcare, a pension,
21 unemployment insurance, or workers’ compensation.

22 42. Nor was the Screenplay written by Hill pursuant to a written
23 agreement or other written instrument wherein Lady Amos specially ordered or
24 commissioned Hill to write the Screenplay as Lady Amos’s “work made for
25 hire.”

26 43. Hill was Lady Amos’ sole owner, and the entity did not have any
27 actual employees, and had no separate operations from that of Hill. At all times
28 relevant, Hill exercised complete control of Lady Amos, which merely served as

1 Hill's alter ego for doing business.

2 44. Neither Lady Amos nor any person or entity assigned, supervised or
3 controlled Hill's writing of the Screenplay. Hill had complete autonomy over
4 every aspect of the work's creation. Lady Amos played no role in the writing of
5 the Screenplay. Lady Amos did not oversee or review Hill's progress in writing
6 the Screenplay, participate in the Screenplay's development, nor did it set any
7 deadlines for Hill with respect to his writing of the Screenplay.

8 45. Defendants' contention that United Artists' form recitation in the
9 1986 Grant retroactively converted Hill's pre-existing spec Screenplay into a
10 work made for hire is contrary to law and, as such, United Artists' post-facto
11 boilerplate is of no legal force and effect.

12 46. United Artists made Hill a party to the 1986 Grant and required
13 Hill's notarized personal signature on the Assignment transferring the copyright
14 in his spec Screenplay to United Artists precisely because the Screenplay did not
15 actually qualify as Lady Amos's "work made for hire."

16 47. To the extent that the mere work for hire recitation inserted by
17 United Artists in the 1986 Grant is deemed or construed to effectively waive or
18 strip Hill of his inalienable termination right, as now claimed by Defendants, it
19 is also void *ab initio* as an "agreement to the contrary" under 17 U.S.C.
20 § 203(a)(5).

21 48. Defendants' actions with respect to the 2024 Remake belie their
22 blanket assertion that Hills' Termination is ineffective. Hill is informed and
23 believes and based thereon alleges that Defendants expressly and repeatedly set
24 and emphasized November 10, 2023 as their self-imposed deadline to complete
25 the 2024 Remake — the very day before Hill's Termination was to take effect on
26 November 11, 2023. This is no coincidence.

27 49. Hill is further informed and believes and based thereon alleges that
28 Defendants went so far as to take extreme measures to try to meet this

1 November 10, 2023 deadline, at considerable additional cost, including by
2 resorting to the use of AI (Artificial Intelligence) during the 2023 strike of the
3 Screen Actor’s Guild (“SAG”) to replicate the voices of the 2024 Remake’s
4 actors for purposes of ADR (Automatic Dialogue Replacement), all in knowing
5 violation of the collective bargaining agreements of both SAG and the Director’s
6 Guild of America (DGA) to which Defendants were signatories. These are not
7 the actions of companies that truly believe that Hill’s Termination is ineffective.

8 50. Ultimately, Defendants failed to complete the 2024 Remake until
9 late January 2024, well after Hill’s Termination had taken effect.

10 The 2024 Remake Exploits Hill’s Screenplay

11 51. As the 2024 Remake remade the 1989 Film, that was based on
12 Hill’s original Screenplay, it is unsurprising that the 2024 Remake’s shooting
13 script reveals key literary elements substantially similar to those contained in the
14 Screenplay, all as set forth in more detail in Exhibit 1, attached hereto and
15 incorporated by reference herein.

16 52. In summary, both the Screenplay and the 2024 Remake tell the
17 story of Dalton, a master of various fighting disciplines who is hired to be a
18 bouncer at a bar crawling with troublemakers. With a body covered in scars but
19 in peak physical condition, Dalton exudes a studied nature when it comes to his
20 work, a sort of Art of War approach to being a bouncer. He has a sixth sense for
21 detecting impending violence and displays a levelheaded temperament in violent
22 situations—unless his loved ones are harmed, which sets off a tremendous rage
23 in Dalton.

24 53. In both works, the introductory scenes establish Dalton’s high
25 threshold for pain by depicting him as unfazed when stabbed, which he proceeds
26 to treat himself. In both works, while tending to his stab wound, Dalton receives
27 a job offer to work as a bouncer at a bar with a rough and rowdy clientele.

28 54. In both works, the owner of the bar is stressed and overwhelmed

1 with the violence and chaos that have overtaken their establishment. The
2 assortment of characters who cause trouble at the bar are depicted as violent and
3 cartoonishly crude.

4 55. In both works, Dalton encounters an initial adversary at the bar, a
5 rabble-rouser who frequently comes into the bar to cause trouble. In both works,
6 this antagonist is overconfident and instigates a fight with Dalton but is
7 outmatched by Dalton's martial arts skills.

8 56. Both works depict the bar's staff as lethargic and disinterested when
9 Dalton first arrives. In both works, Dalton becomes a mentor to younger
10 bouncers at the bar, who grow eager to learn and are somewhat in awe of Dalton.
11 Both works feature montages where different nights are presented in a
12 progression to show how Dalton trains the other bouncers how to react
13 appropriately to violent patrons and maintain order in the bar without resorting
14 to fighting, shaping them into a coherent team.

15 57. Both works are set in a sprawling bar with a stage for bands to
16 perform which is wrapped in chicken wire to protect the musicians from patrons
17 throwing objects, such as beer bottles, or otherwise attacking them.

18 58. In both works, Dalton has minimal worldly possessions. He drives
19 an old beat-up car and eschews staying at a local motel to live in an
20 unconventional, minimally appointed space. He speaks relatively little,
21 preferring to listen and observe, but opens up as the story progresses, especially
22 to his love interest—Dr. J. “Doc” Ellsworth in the Screenplay, and Dr. Elizabeth
23 “Ellie” Eames in the 2024 Remake.

24 59. Ellie, just like Doc, is confident and aggressive, a bit suspicious of
25 Dalton when they first meet in the emergency room where Dalton is being
26 treated for post-fight injuries, but intrigued by Dalton nonetheless. After the two
27 characters eventually begin a romantic relationship, Ellie, just like Doc, makes
28 the first move, physically, in their relationship.

1 60. Ellie, just like Doc, is quite young for a doctor. In the Screenplay,
2 Doc’s father is only in his fifties and Dalton mistakes Doc for a nurse. The
3 shooting script for the 2024 Remake describes Ellie as being the “head of the ER
4 at 28.”

5 61. Both works depict similar themes regarding the undercurrent of
6 violence in America and examine through Dalton’s persona the complex nature
7 of masculinity.

8 62. Given that the 2024 Remake is clearly derived from Hill’s original
9 Screenplay, the Writers Guild of America has awarded Hill “Story by” credit on
10 the 2024 Remake (under his pseudonym David Lee Henry) and the credit:
11 “Based on the motion picture ‘Road House,’ Screenplay by David Lee Henry
12 and Hilary Henkin, Story by David Lee Henry.”

13 Defendants’ 2024 Remake Infringes Hill’s Copyright in His Screenplay

14 63. Despite the 2024 Remake’s obvious exploitation of the Screenplay,
15 Defendants did not bother to even try to secure a new license of film and
16 ancillary rights in the Screenplay following Hill’s recovery on November 11,
17 2023 of his U.S. copyright therein.

18 64. The 2024 Remake was not completed until well after the 1986
19 Grant had been statutorily terminated on November 11, 2023. Consequently, the
20 2024 Remake, unlike the 1989 Film, does not qualify for the “prior derivative
21 works exception” to statutory termination, 17 U.S.C. § 203(b)(1).

22 65. Hill is informed and believes and based thereon alleges that at all
23 relevant times hereto Defendants were and are involved in the financing,
24 production, and/or distribution of the 2024 Remake in the United States and that
25 Defendant MGM is the 2024 Remake’s purported copyright holder.

26 66. Without a newly secured license, Defendants’ exploitation of the
27 2024 Remake in the United States constitutes ongoing willful infringement of
28 Hill’s copyright, including without limitation, his exclusive right to “prepare

1 derivative works based upon the copyrighted work,” 17 U.S.C. § 106(2), which
2 Defendants had owned pursuant to the 1986 Grant, but lost on November 11,
3 2023 under the Copyright Act.

4 67. On November 10, 2021, Defendants were placed on clear notice of
5 Hills’ pending recovery of the copyright to his Screenplay when Hill served
6 them with his statutory notices of termination, effective November 11, 2023.
7 Under 17 U.S.C. § 203(b)(4), Defendants, as successors to the 1986 Grant had
8 the ample and exclusive opportunity to re-license Hill’s Screenplay over the
9 two-year period between November 10, 2021 (when Hill’s notices of termination
10 were served) and November 11, 2023 (when the terminations became effective).

11 68. On December 15, 2021, however, Defendants responded in total
12 denial of the fact that they were required to secure a new copyright license from
13 Hill to continue exploiting his Screenplay. Instead, they attempted, contrary to
14 law, to metamorphose the Screenplay into an exempt work for hire based solely
15 on the post-facto “work made for hire” form recitation United Artists had
16 inserted in the 1986 Grant.

17 69. Hill is informed and believes and based thereon alleges that
18 Defendants will continue to prepare, produce, copy, distribute, exploit, and/or
19 authorize others to prepare, produce, copy, distribute, or exploit the infringing
20 2024 Remake and other derivative works which copy and exploit the Screenplay
21 in violation of the Copyright Act.

22 70. As a direct and proximate result of Defendants’ willful actions, Hill
23 will suffer imminent and irreparable harm, much of which cannot be reasonably
24 or adequately measured or compensated in damages.

25 **COUNT I: DECLARATORY RELIEF**

26 71. Plaintiff re-alleges and incorporates by reference paragraphs 1
27 through 70 inclusive, as though fully set forth herein.

28 72. By reason of the foregoing facts, an actual and justiciable

1 controversy has arisen and now exists between Hill and Defendants regarding
2 their respective rights and interests regarding the Screenplay, for which Hill
3 desires a declaration of rights.

4 73. Hill contends and Defendants deny that Hill's Termination or
5 alternatively, Hill's Lady Amos Termination, is valid and effective under the
6 Copyright Act.

7 74. Hill thus seeks a declaration from this Court that:

- 8 a. Hill's spec Screenplay does not constitute a "work made for
9 hire" under Section 101 of the Copyright Act (17 U.S.C. § 101);
10 b. Hill's Termination, or alternatively, Lady Amos Termination, is
11 valid and effective under the Copyright Act (17 U.S.C. § 203
12 (a)), and as of November 11, 2023, the noticed termination date,
13 Hill owns an enforceable U.S. copyright in and to the original
14 Screenplay he solely authored; and
15 c. Without a new license for Hill, Defendants do not have any
16 rights to make, exploit, or distribute new derivative works based
17 in whole or in part on Hill's *Roadhouse* Screenplay, including
18 the 2024 Remake *Road House*.

19 75. A declaration of the Court is necessary and appropriate pursuant to
20 the Declaratory Judgment Act, 28 U.S.C. §§ 2201 *et seq.*, so that Hill may
21 ascertain his rights with respect to his Termination and Screenplay.

22 **COUNT II: COPYRIGHT INFRINGEMENT**

23 76. Plaintiff re-alleges and incorporates by reference paragraphs 1
24 through 75 inclusive, as though fully set forth herein.

25 77. Plaintiff Hill is the exclusive owner of all rights in and to the
26 original Screenplay *Roadhouse* which has been registered in his name with the
27 United States Copyright Office under Registration Number PA 2-455-802.

28 78. By Defendants' exploitation and planned release of the 2024

1 Remake, a motion picture plainly derived from the Screenplay, Defendants
2 knowingly and willfully infringed, and will continue to infringe, Hill's copyright
3 and rights under copyright in the Screenplay.

4 79. Each infringement by Defendants and/or other parties of the
5 Screenplay constitutes a separate and distinct act of infringement.

6 80. Hill is further entitled to recover from Defendants the damages,
7 including pre-judgment interest, he sustained and will sustain, and any income,
8 gains, profits, and advantages obtained by Defendants as a result of their
9 wrongful acts alleged hereinabove, in an amount which cannot yet be fully
10 ascertained, but which shall be assessed at the time of trial.

11 81. Alternatively, Hill is entitled to the maximum statutory damages
12 recoverable, or for such other amounts as may be proper, pursuant to 17 U.S.C.
13 § 504.

14 82. Hill is further entitled to his attorneys' fees and full costs pursuant
15 to 17 U.S.C. § 505.

16 83. The ongoing harm Defendants' wrongful conduct will continue to
17 cause Hill is both imminent and irreparable. By reason of Defendants' ongoing
18 and willful copyright infringement, Hill has sustained and, unless and until
19 Defendants are enjoined, will continue to sustain substantial imminent and
20 irreparable injury, loss and damage, including repeated infringement of his
21 copyright and interests, diminution of the value thereof, loss of customers, lost
22 opportunity, dilution of goodwill, and injury to his business reputation.

23 84. Hill has no adequate remedy at law for many of his injuries in that
24 such injuries cannot be reasonably, adequately, or precisely measured or
25 compensated in damages if such wrongful conduct is not restrained and is
26 allowed to continue unabated.

27 85. Pursuant to 17 U.S.C. § 502, Hill is entitled to a preliminary
28 injunction during the pendency of this action and a permanent injunction

1 ordering that Defendants, their agents, employees, licensees and assigns be
2 enjoined from producing, reproducing, distributing and exploiting or authorizing
3 the production, reproduction, distribution or exploitation of the 2024 Remake
4 and ancillary products based thereon, derived from the Screenplay, and from
5 engaging in any further violations of the Copyright Act.

6 **PRAYER FOR RELIEF**

7 **ON THE FIRST CLAIM FOR RELIEF**

8 1. For a declaration that Hill's Termination, or alternatively, Lady
9 Amos Termination, is valid and effective and that accordingly, on November 11,
10 2023, Hill duly recovered the U.S. copyright to his original *Roadhouse*
11 Screenplay;

12 2. For a declaration that, as of November 11, 2023, Defendants did not
13 have any rights to make, produce or distribute the 2024 Remake or any other
14 post-termination derivative work based in whole or in part on the Screenplay
15 and/or the 1989 Film (as derived from the Screenplay); and

16 3. For an order preliminarily during the pendency of this action and
17 thereafter, permanently, enjoining Defendants, their officers, agents, employees,
18 licensees, and assigns, and all persons acting in concert with them, from
19 distributing the 2024 Remake and any other derivative work based in whole or
20 in part on the Screenplay and/or the 1989 Film (as derived from the Screenplay).

21 **ON THE SECOND CLAIM FOR RELIEF**

22 4. For an order preliminarily during the pendency of this action and
23 thereafter, permanently, (i) enjoining Defendants, their officers, agents,
24 employees, licensees and assigns, and all persons acting in concert with them,
25 from infringing the copyright in the Screenplay, in any manner, and (ii)
26 enjoining Defendants, their officers, agents, employees, licensees and assigns,
27 and all persons acting in concert with them, from engaging in or authorizing the
28 production, reproduction, distribution, display and/or exploitation of the

1 infringing 2024 Remake and ancillary products based thereon, derived from the
2 Screenplay, without a new license from Hill;

3 5. For compensatory and consequential damages, according to proof
4 in an amount determined at trial, together with interest thereon as provided by
5 law;

6 6. For an accounting and restitution to Hill of all gains, profits and
7 advantages Defendants have derived from their production, distribution, display
8 and exploitation of the infringing 2024 Remake, ancillary exploitations based
9 thereon, and from their copyright infringement of the Screenplay;

10 7. In the alternative to actual damages, for statutory damages pursuant
11 to 17 U.S.C. §504(c), which election Hill shall make prior to the rendering of
12 final judgment herein; and

13 8. For such further relief and remedies available under the Copyright
14 Act, 17 U.S.C. §§ 101 *et seq.*, which the Court may deem just and proper.

15 ON ALL CLAIMS FOR RELIEF

16 9. For Hill's costs of suit;

17 10. For interest at the highest lawful rate on all sums awarded to Hill
18 other than punitive damages;

19 11. For reasonable attorneys' fees; and

20 12. For such other and further relief as the Court deems just and
21 appropriate.

22 DATED: February 27, 2024

Respectfully Submitted,

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24 TOBEROFF & ASSOCIATES, P.C.

25 By: /s/ Marc Toberoff

26 Marc Toberoff

27 *Attorneys for Plaintiff*

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DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff hereby demands a trial by jury for all issues triable to a jury.

DATED: February 27, 2024 Respectfully Submitted,

TOBEROFF & ASSOCIATES, P.C.

By: /s/ Marc Toberoff
Marc Toberoff

Attorneys for Plaintiff