UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

DISNEY ENTERPRISES, INC., TWENTIETH CENTURY FOX FILM CORPORATION, UNIVERSAL CITY STUDIOS PRODUCTIONS LLLP, COLUMBIA PICTURES INDUSTRIES, INC., and WARNER BROS. ENTERTAINMENT INC.,	)	
Plaintiffs,	)	Case No.
vs.	)	
HOTFILE CORP., ANTON TITOV, and DOES 1-10.	)	
Defendants.	)	

COMPLAINT FOR COPYRIGHT INFRINGEMENT

Plaintiffs Disney Enterprises, Inc. ("Disney"), Twentieth Century Fox Film Corporation ("Fox"), Universal City Studios Productions LLLP ("Universal"), Columbia Pictures Industries, Inc. ("Columbia"), and Warner Bros. Entertainment Inc. ("Warner"), by and through their counsel, on personal knowledge as to their own actions and on information and belief as to the actions, capabilities and motivation of others, hereby allege as follows:

Nature of Case

1. On a daily basis, defendants are engaged in the infringement of plaintiffs' copyrighted motion picture and television properties on a massive scale. Defendants carry out this unabashed theft of plaintiffs' intellectual property through the operation of the website and service located at www.hotfile.com ("Hotfile" or the "Hotfile website"). Hotfile is a

commercial online hub for distributing popular entertainment content without authorization, including hundreds of thousands of copies of plaintiffs' copyrighted works.

2. Defendants actively encourage their users to upload to Hotfile's computer servers infringing copies of the most popular entertainment content in the world. Once uploaded, defendants provide their users a "link" to the infringing content, and encourage their users to disseminate these "links" as broadly as possible on the Internet so that as many people as possible will find the links and use them to download the infringing content from Hotfile. Anyone clicking the "link" can download the infringing content from Hotfile's servers. Defendants openly pay users to upload, and disseminate links to, infringing content. Defendants pay uploading users more depending upon how many times the infringing content is downloaded by others – the more frequently the content is downloaded illegally, the more defendants pay the uploading user. Defendants also pay the websites that host and promote "links" to infringing content on Hotfile's servers.

3. Defendants profit handsomely from this copyright infringement by charging a monthly fee to users who wish to download content from Hotfile's servers. In other words, defendants pay people to put infringing copies of plaintiffs' popular works on Hotfile's computer servers, and then use the lure of those copyrighted works (and the copyrighted works of others) to entice users to pay defendants for the privilege of accessing and downloading the works from defendants' computer servers. That is defendants' entire business model.

4. Hotfile is not designed to be a personal storage facility – and defendants make no bones about that fact. They pay users only for uploading the most popular files and only if those files are downloaded by hundreds and thousands of defendants' other users. Indeed, while Hotfile's services potentially could be used only to store files rather than distribute them,

defendants explicitly caution users that they should "[u]pload files only if you intent [sic] to promote them" by posting links to the files on public websites. Defendants pay less to uploading users if the files they upload are not downloaded by others in sufficient volume, explaining that the purpose of the Hotfile compensation scheme is "to encourage the good promoters by increasing their earnings and to reduce the earnings for uploaders that mainly use the free hotfile resources for storage."

5. As a direct result of the popularity of the copyrighted content defendants illicitly solicit and distribute, defendants' business has been extraordinarily successful. In less than two years of operation, Hotfile has become one of the most heavily-trafficked sites on the Internet – by some estimates, one of the top 100 most trafficked sites in the world (with traffic volumes approaching those of AOL and CNN). In contrast to legitimate online distributors of copyrighted content, Hotfile has succeeded by offering content for free, without authorization or license from copyright owners.

6. But defendants' ill-gotten gains have come at an enormous cost to plaintiffs and other copyright owners. Defendants are responsible – every single day – for the infringement of thousands of plaintiffs' copyrighted works, including movies still playing in theaters. Many of those works are infringed repeatedly, thousands of times over, every day. The harm to plaintiffs, who invest billions of dollars and enormous creative energies to produce their copyrighted works, is staggering and irreparable.

7. On account of their conduct, defendants are liable to plaintiffs for copyright infringement. Defendants are liable for direct infringement for unlawfully distributing plaintiffs' copyrighted works. Defendants are further liable for inducement of infringement,

contributory infringement and vicarious infringement, for actively promoting, enabling and profiting from the copyright infringement of Hotfile users.

Jurisdiction And Venue

8. This is a civil action seeking damages and injunctive relief for copyright infringement under the copyright laws of the United States, 17 U.S.C. § 101 et seq.

9. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 (federal question jurisdiction) and 28 U.S.C. § 1338(a) (jurisdiction over copyright actions).

10. This Court has personal jurisdiction over Hotfile Corp. because the acts of infringement complained of are "tortious act[s]" committed "within this state" under Fla. Stat. § 48.193(1)(b). Defendant Hotfile Corp. operates the Hotfile website and service, through which the complained-of acts of infringement take place, through and in concert with Florida resident Anton Titov ("Titov"), who acts as Hotfile Corp.'s manager. The Hotfile website and service are freely accessible to Florida residents, and Hotfile infringes plaintiffs' works and those of numerous other copyright holders by electronically transmitting copies of those works to Florida residents, including Florida residents who are Hotfile subscribers.

11. Personal jurisdiction over Hotfile Corp. is also proper because it is "operating, conducting, engaging in, or carrying on a business or business venture" in Florida under Fla. Stat. § 48.193(1)(a). As stated, defendant Titov operates Hotfile Corp. from his residence in Florida. Defendant Hotfile Corp. also is party to a long-term, ongoing business arrangement with Florida corporation Lemuria Communications, Inc. ("Lemuria") that provides Hotfile Corp. with critical Internet hosting services. These services, obtained through Hotfile Corp.'s collaboration with Lemuria in Florida, are essential to the operation of the Hotfile website and result in Hotfile Corp.'s pecuniary benefit. Hotfile Corp. acts in concert with Florida

corporation Lemuria and Florida resident Titov to engage in the acts of infringement at issue in this Complaint.

12. This Court has personal jurisdiction over the individual defendant, Anton Titov, because Titov is a resident of Florida. From Florida, Titov has personally participated in, directed, and/or supervised, and benefited from, the acts of infringement complained of in this Complaint, including by operating the Florida corporation Lemuria to facilitate Hotfile's infringing conduct. Titov has been the guiding spirit and central figure behind Hotfile's infringing activity, which has been directed at Florida residents.

13. This Court has personal jurisdiction over defendants Does 1-10 because each is working with or acting in concert with defendants Hotfile Corp. and Titov to operate Hotfile and/or facilitate its and its users' copyright infringement, and each is also profiting from that infringement. Each is therefore liable for "tortious act[s]" committed "within this state" under Fla. Stat. § 48.193(1)(b), and/or is "operating, conducting, engaging in, or carrying on a business or business venture" in Florida under Fla. Stat. § 48.193(1)(a).

14. Venue in this District is proper under 28 U.S.C. § 1391(b), (c), (d), and/or 28 U.S.C. § 1400(a). Hotfile Corp. resides in this District, *id.* § 1391(c), as does defendant Titov. Further, a substantial part of the acts of infringement complained of herein occurs or has occurred in this District.

The Parties

The Plaintiffs

15. Plaintiffs Disney, Fox, Universal, Columbia, and Warner, or their affiliates, are among the leading motion picture studios in the world, and are responsible for creating and distributing some of the world's most popular filmed entertainment.

16. Each of these plaintiffs owns or controls the copyrights and/or exclusive reproduction and distribution rights to thousands of popular motion pictures and television programs infringed by defendants, including for illustrative purposes those listed on Exhibit A.

The Defendants

17. Defendant Hotfile Corp. is a Panamanian corporation that operates the Hotfile website, which is responsible for the infringement of plaintiffs' copyrights as described herein.

18. Defendant Titov is a foreign national residing in the United States in Florida. He is the operator of defendant Hotfile Corp. He has personally participated in and directed, and profited from, the infringing actions of Hotfile Corp. with respect to the facts alleged in this Complaint.

19. Defendants Does 1-10 are persons or entities, currently unknown to plaintiffs, working with or acting in concert with defendants Hotfile Corp. and Titov to operate Hotfile and/or facilitate its and its users' copyright infringement, and who also are profiting from that infringement. Plaintiffs will provide the identities of defendants Does 1-10 in an amended complaint, as warranted, after plaintiffs are able to obtain additional information and determine their identities.

Defendants' Infringing Conduct

A. *Basic Operation of Hotfile.*

20. In order to amass an inventory of popular content to offer for download, Hotfile encourages its users to upload content files to Hotfile's own commercial-grade servers, on which Hotfile is believed to host millions of copies of files. Uploading a content file to Hotfile is straightforward and can be done even by unregistered users. When a user uploads a file to Hotfile, the user receives a Uniform Resource Locator ("URL") "link" beginning with "hotfile.com."

21. Any user who has the URL link can access and download the associated content from Hotfile's servers. By "clicking" the URL link (or copying it into any web browser), the user is taken to a "download page" on the Hotfile website that offers the user, if he or she is unregistered, a choice of download options: a free "Regular Download" or a paid "High Speed Download," the latter available only if the user purchases a "Premium" membership. Any user, whether or not a "Premium" member, can then download the file with a click of the button. The user can save the downloaded content or play it directly on the user's computer.

22. To conceal the scope of its infringement, Hotfile does not provide a searchable index of the files available for download from its website. Instead, Hotfile relies on third-party pirate link sites to host, organize and promote URL links to Hotfile-hosted infringing content, including plaintiffs' copyrighted works. Such link sites make infringing content easily accessible to users by maintaining an index of links to content files organized by category and/or alphabetically by title of the copyrighted work; many such link sites also offer search boxes where users can enter queries to quickly find the content they want. Almost all of these link sites are blatant pirate sites, hosting thousands of links, nearly all copyright infringing. Indeed, some pirate link sites are adjudicated infringers; others have had their domain names seized for violations of criminal copyright infringement laws. Any visitor can quickly see the widespread availability on many link sites of links to infringing content on Hotfile, including links to motion pictures still in theaters only days after their release. Defendants know of the open infringement on pirate link sites; yet, as discussed below, Hotfile pays many pirate link sites for hosting and promoting Hotfile URL links.

23. Hotfile has complete control of its physical premises (*i.e.*, the servers, databases and software that comprise and control the Hotfile system), as well as the activities occurring on

its system. Hotfile physically stores the content files on its servers, keeping track of each content file in sophisticated databases, and could remove or disable access to infringing content files if it chose to do so; it could also prevent content files from being stored in the first place, and from being distributed to the general public. Hotfile also maintains the ability to control the activities of users. Indeed, it controls the activities even of unregistered users, by limiting the frequency of downloads of users who do not purchase a "Premium" membership. Hotfile also has the ability to terminate users or block their access to the Hotfile site and, in fact, legally reserves the right to do so under its "Terms of Service." By any measure, Hotfile provides the site and facilities on which infringement occurs and has the right and ability to prevent or mitigate the infringing activities occurring on its site.

B. *Hotfile's Business Model.*

24. Hotfile makes money by charging downloading users a monthly subscription fee for "Premium" access and faster and easier downloads. Ordinary users are limited to one download at a time, at limited speeds, and with a built-in artificial delay before any file begins to download. Ordinary users are also limited to a maximum of one download every 30 minutes. Hotfile's "Premium" users pay Hotfile $9 a month for unlimited download speeds, unlimited simultaneous downloads, and no initial delays or download time restrictions.

25. The content for which users are willing to pay to download in large volumes is overwhelmingly – and indeed almost exclusively – copyrighted. It is this popular, infringing content, available for download at a click of a button, that Hotfile uses as the draw to attract downloading users, which Hotfile then converts into paying subscribers. Hotfile's business model critically depends on attracting users to download high-value copyrighted content, such as plaintiffs' copyrighted works.

26. Hotfile additionally profits from the public distribution of copyrighted works by selling its users "hotlinks" to post on their own or third-party websites. "Hotlinks" are special URL links that allow the recipient to directly download Hotfile-hosted content without ever visiting the Hotfile website itself. Hotfile charges for the ability to post these "hotlinks" as part of its "Premium" subscription plan. By selling "hotlinks," Hotfile directly sells access to, and copies of, hosted content, profiting directly from its reproduction and distribution.

27. Hotfile sells access to content hosted on its service. This is not unlike the business model of many legitimate online distributors of copyrighted content, such as Netflix or iTunes, except that Hotfile, unlike those services, does so without authorization or license from the copyright owners.

C. *Defendants Actively Encourage Users to Upload Infringing Content and Promote the Widespread Download of That Content.*

28. To ensure a vast and ever-replenished supply of popular copyrighted content to which it can sell access, Hotfile pays users, through an intricate compensation scheme, to upload the most popular content to its servers. It also encourages users to publicly promote links to that content, so that the content is widely downloaded.

29. In particular, Hotfile has implemented an "Affiliate" program that pays uploading users cash when a file they have uploaded has been downloaded at least 1,000 times. Precisely how much Hotfile pays the uploading user is determined by the uploading users' "status" and the size of the uploaded file. Users elevate their "status" in two ways. First, users can improve their "status" by having a good "ratio of uploaded files to number of downloads." *See* Exhibit B (screenshot of www.hotfile.com/affiliate.html). In Hotfile's compensation scheme, a single uploaded file that is downloaded 50,000 times is more highly rewarded than 50 uploaded files downloaded 1,000 times each. Hotfile thereby incentivizes users to upload only

highly popular works so as not to "waste" Hotfile's server storage space with files that are not popular and not being downloaded by massive numbers of users.

30. Users also earn higher status if the users who download their uploaded content end up purchasing Hotfile monthly subscriptions. As described above, when a downloading user clicks a Hotfile URL link, that user is taken to a "download page" on Hotfile devoted to the related content file. On that page, Hotfile attempts to entice the downloading user to upgrade to a paying, "Premium," subscription. If the downloading user does so, the user who uploaded that content file gets "credit" for that sale of a "Premium" subscription.

31. For any given user "status," Hotfile's compensation formula pays users more for large files that are heavily downloaded – paying twice as much for files over 100MB in size as it does for files under 50MB. In this way, Hotfile aggressively encourages the uploading of very large content files of the sort that are typically associated with full-length motion pictures and television programs, thereby increasing its profits.

32. The "Affiliate" program is designed not only to encourage the uploading of popular content, but also to encourage uploading users to publicly post URL links supplied by Hotfile as widely as possible, so that other users will find the links and visit Hotfile to download the content. In fact, Hotfile makes clear that users should "[u]pload files only if you intent [sic] to promote them." *See* Exhibit C (screenshot of www.hotfile.com/faq.html). To enforce this, Hotfile only pays users for content that is downloaded at least 1,000 times.

33. Conversely, Hotfile actively discourages use of Hotfile merely for personal storage of files that are not widely distributed. Hotfile penalizes users by reducing their "Affiliate" compensation if the content files they have uploaded to Hotfile are *not* frequently downloaded. And Hotfile deletes files uploaded by non-Premium users if those files have not

been downloaded within the past 90 days, a policy antithetical to any legitimate storage facility. Indeed, Hotfile openly admits that it is not in the business of providing storage space for users to store their personal files for their own use: "We are trying to encourage the good promoters by increasing their earnings and to reduce the earnings for uploaders that mainly use the free hotfile resources for storage." *See* Exhibit B.

34. All of Hotfile's financial incentives are designed to encourage both uploading and promotion of what Hotfile euphemistically refers to as "interesting" content, by which Hotfile means, and which Hotfile users understand to be, popular copyrighted entertainment content. That infringing content acts as a "draw" to attract millions of downloading users, to whom Hotfile can sell "Premium" memberships.

D. *Defendants Actively Encourage Pirate Link Sites to Host and Promote Links to Infringing Hotfile Content.*

35. Hotfile also has a "Referral Program" that pays the operators of other websites (pirate link sites) for posting links that direct users to Hotfile-hosted content when those users, in turn, purchase Hotfile subscriptions. Hotfile specifically encourages its affiliates to "earn money spreading links in your site" and makes clear that the links can point to content uploaded to Hotfile by the website operator itself, or simply can be links copied from other sites. *See* Exhibit B. In this way, Hotfile encourages pirate link sites to post and promote links to the most popular Hotfile-hosted content, nearly all of which is copyright infringing. Indeed, some pirate link sites traffic specifically in links to Hotfile-hosted infringing content.

36. The result is that Hotfile effectively partners, and acts in concert, with a vast array of pirate link sites and other affiliates to advertise and promote the infringing content on Hotfile's servers. Those link sites include commercial pirates and criminal copyright infringers.

They receive direct payments from Hotfile for sending users to Hotfile, plainly exploiting the draw of infringing content.

E. *Defendants Purposely Stymie Efforts by Copyright Owners to Limit Infringement and Fail to Take Simple Steps to Mitigate Infringement.*

37. Defendants are well aware of the massive infringement occurring on Hotfile. Their business model depends on it. Given the scale of infringement on Hotfile and the speed with which infringing content can be uploaded and promoted, plaintiffs are left to play catch-up, constantly trying to identify and take down content Hotfile encourages its users to upload and promote. Indeed, for well over a year copyright owners, including plaintiffs, have sent Hotfile notices specifically identifying hundreds of thousands of infringing files, seeking to have Hotfile meaningfully address the massive infringement of plaintiffs' copyrighted works. But defendants continue to reward Hotfile users for promoting the download of popular, infringing works.

38. Moreover, defendants have intentionally attempted to stymie plaintiffs' copyright enforcement efforts. Even if Hotfile does block access to specifically identified copyrighted works, Hotfile has implemented technical features to ensure continued infringing access to plaintiffs' content. For example, Hotfile permits registered users to upload a single copy of a work once, but then make five additional separate copies of the work on Hotfile's servers, each with a different URL link. The purpose of this feature is to frustrate copyright owner takedown notices: it permits an uploading user to post one URL link at a time, then, when the link is discovered and deactivated in response to copyright owner notices, to immediately post a link to the same content without even having to upload the work again to Hotfile's servers. There is simply no legitimate consumer or commercial reason to replicate a single uploaded content file five times on the Hotfile servers.

39. Further, Defendants could take simple measures to stop, or substantially mitigate, the massive infringement that takes place through Hotfile but do not. They do not because Hotfile's entire business model depends upon widespread copyright infringement.

40. Hotfile could immediately, with no effort, substantially mitigate the massive public distribution of copyrighted content by password-protecting the ability to download files, thereby ensuring that only the account-holder (or those individually authorized by the account-holder) could make copies of the files uploaded by the account-holder. Hotfile, instead, engineers its URL links so that anyone can download the linked-to content.

41. Hotfile also could use any number of readily available and effective technological solutions (including without limitation keyword filtering, audio fingerprinting, and video fingerprinting) to identify and prevent public distribution of copyrighted content. Yet defendants eschew such easy-to-implement infringement-mitigating technologies that are widely used to prevent online copyright infringement.

42. Hotfile also could reduce and deter infringement by taking action to terminate Hotfile users who are blatant or repeat infringers. Upon receiving takedown notices, Hotfile can readily identify the users who have uploaded the infringing content identified in the notices. Hotfile keeps meticulous records of such users for purposes of compensating them through the "Affiliates" program. Yet, instead of terminating infringing users, Hotfile compensates them for their infringement.

43. Ultimately, defendants do not take any meaningful steps to curtail infringement on Hotfile because they want and need that infringement to make their business profitable.

F. *Hotfile Is Used Overwhelmingly for Copyright Infringement and Defendants Plainly Know It.*

44. Given defendants' active inducement of infringement, it is hardly surprising that the overwhelming majority of content publicly available on Hotfile consists of infringing copies of popular copyrighted works, such as motion pictures and television programs. The ready availability of this copyrighted content has made Hotfile enormously popular. In less than two years of existence, Hotfile has become, by some measures, one of the 100 most trafficked sites in the world. The massive infringement on Hotfile is unmistakable; defendants have full knowledge of it.

G. *Titov Personally Directed, Participated in, and Benefitted from the Infringing Conduct of Hotfile.*

45. Defendant Titov personally directed and participated in, exercised control over, and benefited from the specific infringement-inducing conduct of Hotfile that has resulted in the massive infringement of plaintiffs' copyrights. This includes, but is not limited to, the adoption of a business plan dependent upon massive copyright infringement, the design and implementation of Hotfile's "Affiliate" and "Referral" programs, which actively encourage copyright infringement, the implementation of technical features to frustrate copyright owner enforcement efforts, and Hotfile's refusal to implement any of the readily available technologies to mitigate the infringement. Further, Titov himself has paid at least some of Hotfile's uploading users, and manages the operations of Hotfile. Titov also is the President and sole officer and director of Hotfile's hosting provider Lemuria. Titov established Lemuria to avoid interruption of critical Internet hosting services to Hotfile, after Hotfile's previous online service provider received a subpoena concerning Hotfile's infringements. Titov has been the central figure in Hotfile's infringing business model and activities.

Claims For Relief

Count I – Direct Infringement of Copyright
(Against All Defendants)

46. Plaintiffs repeat and reallege every allegation contained in paragraphs 1 through 45 as if fully set forth herein.

47. Plaintiffs have properly registered and own or control the copyrights and/or exclusive online distribution rights to thousands of major motion pictures and television programs, including but not limited to the illustrative works identified in Exhibit A.

48. Without authorization from any plaintiff, or right under law, defendants Hotfile Corp. and Titov, via their operation of Hotfile, have unlawfully distributed thousands of plaintiffs' copyrighted works, including those on Exhibit A, by transmitting unauthorized copies of those works to downloading users upon demand in violation of the Copyright Act, 17 U.S.C. § 106.

49. Defendant Hotfile Corp. is directly liable for these acts of infringement under the Copyright Act. The infringing files reside on servers controlled by Hotfile Corp. Hotfile Corp. causes and effects the infringing act of transmitting copies of those works from its servers to the computers of its users, including by selling "hotlinks" that allow direct download of those works without users needing to visit the Hotfile website. Moreover, Hotfile Corp. does more than merely respond to user requests in a passive, content-neutral, and automated manner. As set forth above, Hotfile Corp. plays an active role in ensuring that it has the most popular content on its servers and that the URL links to those infringing content files are widely disseminated on the Internet, and advertised and promoted by pirate link sites, so the maximum number of Hotfile users will access and download the infringing content. Thus, Hotfile Corp. is actively involved in creating the supply of infringing content, making that content broadly

available for distribution to the public at large, and physically transmitting and distributing that infringing content to users. It further exercises active control over the distribution process, regulating the volume and speed of transmissions to users who have not yet purchased "Premium" subscriptions. For these reasons, among others, Hotfile Corp. engages in active conduct in unlawfully distributing plaintiffs' copyrighted works to its users.

50. In order to facilitate and expedite distribution of infringing files to Hotfile users, Hotfile Corp. also makes additional unauthorized copies of plaintiffs' copyrighted works, including those on Exhibit A, on its own servers in violation of the Copyright Act, 17 U.S.C. § 106. These unauthorized copies are not made by or at the request of Hotfile users, but rather through the decisions and actions of Hotfile Corp., for its own business purposes.

51. Defendant Titov is jointly and severally liable for each act of Hotfile Corp.'s direct infringement because he personally directed and participated in, and benefited from, Hotfile Corp.'s infringing conduct as alleged herein, and has been the guiding spirit behind and central figure in Hotfile Corp.'s infringing activities.

52. Defendants Does 1-10 are likewise liable under the Copyright Act for the acts of infringement identified above for acting in concert with defendants Hotfile Corp. and Titov to operate Hotfile and/or for infringing reproductions and distributions of plaintiffs' copyrighted works separately committed by defendants Does 1-10.

53. The foregoing acts of infringement by defendants have been willful, intentional and purposeful, in disregard of and indifferent to plaintiffs' rights.

54. As a direct and proximate result of defendants' infringement of plaintiffs' exclusive rights under copyright, plaintiffs are entitled to damages as well as defendants' profits pursuant to 17 U.S.C. § 504(b).

55. Alternatively, plaintiffs are entitled to the maximum statutory damages, in the amount of $150,000 per infringement, pursuant to 17 U.S.C. § 504(c), or for such other amount as may be proper pursuant to 17 U.S.C. § 504(c).

56. Plaintiffs further are entitled to their attorneys' fees and full costs pursuant to 17 U.S.C. § 505.

57. Defendants' conduct is causing, and unless enjoined and restrained by this Court will continue to cause, plaintiffs great and irreparable injury that cannot fully be compensated for or measured in money. Plaintiffs have no adequate remedy at law. Pursuant to 17 U.S.C. § 502, plaintiffs are entitled to a preliminary and permanent injunction prohibiting further infringements of their copyrights and exclusive rights under copyright.

Count II – Secondary Infringement of Copyright
(Against All Defendants)

58. Plaintiffs repeat and reallege every allegation contained in paragraphs 1 through 57 as if fully set forth herein.

59. Users of Hotfile have infringed, and continue to infringe, plaintiffs' copyrights, including without limitation those copyrighted works identified in Exhibit A, by reproducing and distributing works owned by plaintiffs through Hotfile, without authorization from any plaintiff, or right under law, in violation of the Copyright Act, 17 U.S.C. § 106. Defendants are liable as secondary infringers under the Copyright Act for each infringing reproduction and distribution of plaintiffs' works by Hotfile users.

60. Defendant Hotfile Corp. is liable under the Copyright Act for inducing the infringing acts of Hotfile users. As set forth above, defendant Hotfile Corp. operates Hotfile and provides the Hotfile website and service to its users, with the object of promoting the use of Hotfile to infringe plaintiffs' copyrighted motion pictures and television programs, among other

types of copyrighted content, as shown by Hotfile Corp.'s clear expression and other affirmative steps to foster infringement. As set forth above, Defendant Hotfile Corp.'s inducement of copyright infringement is evident from, among other things: (i) the overwhelming infringing content available on, and downloaded from, Hotfile; (ii) the operation of "Affiliate" and "Referral" programs structured to encourage users and website operators to upload popular copyrighted content files and to advertise and promote the availability of that infringing content; (iii) a business model that depends on massive infringement of copyrighted works, including plaintiffs' copyrights; (iv) technical measures designed to facilitate the widespread dissemination of copyright content, even after copyright owners have requested takedown of the infringing content; and (v) defendant's failure to use any of the readily-available means to curtail infringement on the Hotfile website. Defendant Hotfile Corp., therefore, is liable for inducing the unauthorized reproduction and distribution of plaintiffs' copyrighted works, including those listed on Exhibit A hereto, in violation of the Copyright Act, 17 U.S.C. § 106.

61. Defendant Hotfile Corp. is separately liable under the Copyright Act for the infringing acts of its Hotfile users as a contributory copyright infringer. Defendant Hotfile Corp. had actual and constructive knowledge of massive copyright infringement of plaintiffs' copyrighted works by Hotfile users, including, without limitation, by means of repeated notices by plaintiffs and other copyright holders concerning tens of thousands of infringing files. Indeed, Hotfile Corp. had full knowledge that Hotfile was being used predominantly and overwhelmingly to infringe the rights of copyright owners, including plaintiffs. Notwithstanding that knowledge, defendant Hotfile Corp. continued to provide a material contribution to that infringement as set forth above, including without limitation by (i) operating, maintaining and further developing the Hotfile website and service, which acts as the

site and facilities for Hotfile users' copyright infringement, (ii) taking active steps, through the "Affiliate" and "Referral" programs, to ensure that Hotfile had and offered users an extensive supply of popular copyrighted works, (iii) storing infringing content on its servers and making reproductions of such works for faster distribution, (iv) providing uploading users with URL links and special "hotlinks" to infringing copies of plaintiffs' copyrighted works to easily disseminate such works, (v) making multiple copies of such works to enable users to quickly post new links to content removed in response to plaintiffs' notices, and (vi) controlling the speed and availability of downloading options of its users. Without the active contributions from defendant Hotfile Corp., the infringement complained of herein could not have taken place at all, and certainly not on the massive scale enabled by defendants' actions. Defendant Hotfile Corp. is, therefore, contributorily liable for the unauthorized reproduction and distribution of plaintiffs' copyrighted works, including those listed on Exhibit A hereto, in violation of the Copyright Act, 17 U.S.C. § 106.

62. Defendant Hotfile Corp. is separately liable under the Copyright Act for the infringing acts of its Hotfile users as a vicarious copyright infringer. Defendant Hotfile Corp. had the right and ability to supervise and control its Hotfile users' infringing activity as set forth above, including without limitation by terminating infringing users or blocking their access to the Hotfile website and service, by policing its computer service to disable access to infringing content, and/or by implementing any number of industry standard technologies or policies that would have substantially curtailed infringing uses of Hotfile. In addition, at all relevant times Defendant Hotfile Corp. derived a financial benefit attributable to its users' copyright infringement, including infringement of plaintiffs' copyrights. Copyrighted works acted as a draw that attracted users, to whom Hotfile in turn sells "Premium" subscriptions. Defendant

Hotfile Corp. is therefore vicariously liable for the unauthorized reproduction and distribution of plaintiffs' copyrighted works, including those listed on Exhibit A hereto, in violation of the Copyright Act, 17 U.S.C. § 106.

63. Defendant Titov is jointly and severally liable for each act of infringement for which Hotfile Corp. is liable because he personally directed and participated in, and benefited from, Hotfile Corp.'s infringing conduct as alleged herein, and has been the guiding spirit behind and central figure in Hotfile Corp.'s infringing activities.

64. Defendants Does 1-10 are liable under the Copyright Act for the acts of infringement identified above, for acting in concert with defendants Hotfile Corp. and Titov to operate Hotfile and/or for unlawfully inducing, knowingly facilitating, and profiting from copyright infringement by Hotfile users.

65. The foregoing acts of infringement by defendants have been willful, intentional and purposeful, in disregard of and indifferent to plaintiffs' rights.

66. As a direct and proximate result of defendants' infringement of plaintiffs' exclusive rights under copyright, plaintiffs are entitled to damages as well as defendants' profits pursuant to 17 U.S.C. § 504(b).

67. Alternatively, plaintiffs are entitled to the maximum statutory damages, in the amount of $150,000 per infringement, pursuant to 17 U.S.C. § 504(c), or for such other amount as may be proper pursuant to 17 U.S.C. § 504(c).

68. Plaintiffs further are entitled to their attorneys' fees and full costs pursuant to 17 U.S.C. § 505.

69. Defendants' conduct is causing, and unless enjoined and restrained by this Court will continue to cause, plaintiffs great and irreparable injury that cannot fully be compensated

for or measured in money. Plaintiffs have no adequate remedy at law. Pursuant to 17 U.S.C. § 502, plaintiffs are entitled to a preliminary and permanent injunction prohibiting further infringements of their copyrights and exclusive rights under copyright.

WHEREFORE, plaintiffs pray for judgment against all defendants as follows:

A. For a preliminary and permanent injunction enjoining defendants and their respective officers, agents, servants, employees, and attorneys, and all persons in active concert or participation with each or any of them, from directly committing, aiding, encouraging, enabling, inducing, causing, materially contributing to, or otherwise facilitating the unauthorized reproduction or distribution of copies of plaintiffs' copyrighted works.

B. For all damages to which plaintiffs may be entitled, including defendants' profits, in such amounts as may be found. Alternatively, at plaintiffs' election, for statutory damages in the maximum amount allowed by law.

C. For prejudgment interest according to law.

D. For plaintiffs' attorneys' fees, and full costs and disbursements in this action.

E. For such other and further relief as the Court may deem proper and just.

Dated: February 8, 2011

By: Karen L. Stetson
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Attorneys for Plaintiffs

EXHIBIT A

TITLE	PLAINTIFF	COPYRIGHT REGISTRATION NUMBER	COPYRIGHT REGISTRATION DATE
According to Jim - Season 4, Episode 13, The Jealous Husband	Disney Enterprises, Inc.	PA0001265702	1/31/2005
According to Jim - Season 4, Episode 21, Kentucky Fried Beltzman	Disney Enterprises, Inc.	PA0001268274	4/27/2005
Alias - Season 1, Episode 1, Truth Be Told	Disney Enterprises, Inc.	PA0001048335	10/29/2001
Alias - Season 3, Episode 1, The Two	Disney Enterprises, Inc.	PA0001197142	10/22/2003
Alice in Wonderland (2010)	Disney Enterprises, Inc.	PA0001675924	3/26/2010
Brothers & Sisters - Season 1, Episode 1, Patriarchy	Disney Enterprises, Inc.	PA0001353669	11/7/2006
Castle - Season 2, Episode 7, Famous Last Words	Disney Enterprises, Inc.	PA0001662357	1/20/2010
Confessions of a Shopaholic	Disney Enterprises, Inc.	PA0001622679	2/18/2009
Cory in the House - Season 1, Episode 2, Ain't Miss Bahavian	Disney Enterprises, Inc.	PA0001369543	3/9/2007
Cougar Town - Season 1, Episode 16, What Are You Doin' in My Life?	Disney Enterprises, Inc.	PA0001698737	9/27/2010
Cougar Town - Season 2, Episode 6, You Don't Know How It Feels	Disney Enterprises, Inc.	PA0001710991	12/6/2010
Coyote Ugly	Disney Enterprises, Inc.	PA0000997751	9/5/2000
Déjà Vu	Disney Enterprises, Inc.	PA0001341309	12/15/2006
Desperate Housewives - Season 7, Episode 1, Remember Paul?	Disney Enterprises, Inc.	PA0001702340	10/18/2010
FlashForward - Season 1, Episode 3, 137 Sekunden	Disney Enterprises, Inc.	PA0001657536	12/2/2009
FlashForward - Season 1, Episode 6, Scary Monsters and Super Creeps	Disney Enterprises, Inc.	PA0001664924	1/28/2010
Grey's Anatomy - Season 7, Episode 3, Superfreak	Disney Enterprises, Inc.	PA0001702490	10/18/2010
Kyle XY - Season 1, Episode 1, Pilot	Disney Enterprises, Inc.	PA0001334847	6/30/2006
Kyle XY - Season 1, Episode 9, Overheard	Disney Enterprises, Inc.	PA0001261844	11/3/2006

Lion King, The	Disney Enterprises, Inc.	PA0000659979	6/20/1994
Lost - Season 6, Episode 11, Everybody Loves Hugo	Disney Enterprises, Inc.	PA0001684078	6/22/2010
Lost - Season 6, Episode 9, The Package	Disney Enterprises, Inc.	PA0001684079	6/22/2010
Meet the Robinsons	Disney Enterprises, Inc.	PA0001332118	4/27/2007
Prince of Persia: The Sands of Time	Disney Enterprises, Inc.	PA0001689164	6/22/2010
Princess and the Frog, The	Disney Enterprises, Inc.	PA0001656826	1/8/2010
Return to Neverland	Disney Enterprises, Inc.	PA0001624947	2/25/2009
Scrubs: Season 3, Episode 4, My Lucky Night	Disney Enterprises, Inc.	PA0001197367	12/24/2003
Scrubs: Season 9, Episode 2, Our Drunk Friend	Disney Enterprises, Inc.	PA0001665154	1/27/2010
Space Buddies	Disney Enterprises, Inc.	PA0001695807	9/8/2010
Suite Life of Zack & Cody, The - Season 2, Episode 1, Odd Couples	Disney Enterprises, Inc.	PA0001315991	3/29/2006
Suite Life of Zack & Cody, The - Season 2, Episode 22, A Midsummer's Nightmare	Disney Enterprises, Inc.	PA0001350305	11/20/2006
Surrogates	Disney Enterprises, Inc.	PA0001660807	10/23/2009
Ugly Betty - Season 1, Episode 1, Pilot	Disney Enterprises, Inc.	PA0001261846	11/7/2006
Ugly Betty - Season 1, Episode 9, Lose the Boss?	Disney Enterprises, Inc.	PA0001350455	1/9/2007
Up	Disney Enterprises, Inc.	PA0001635067	6/23/2009
Wall-E	Disney Enterprises, Inc.	PA0001606305	8/21/2008
What About Brian - Season 1, Episode 1, Pilot	Disney Enterprises, Inc.	PA0001324221	4/24/2006
What About Brian - Season 2, Episode 9, What About True Confessions?	Disney Enterprises, Inc.	PA0001350450	1/9/2007
24 - Season 7, Episode 11, 6:00 P.M. - 7:00 P.M.	Twentieth Century Fox Film Corporation	PA0001628951	3/19/2009

Better Off Ted - Season 1, Episode 2, Heroes	Twentieth Century Fox Film Corporation	PA0001629356	4/7/2009
Bones - Season 1, Episode 17, Man With the Bone, The	Twentieth Century Fox Film Corporation	PA0001319430	4/14/2006
Boston Legal - Season 2, Episode 1, Whiff and a Prayer, A	Twentieth Century Fox Film Corporation	PA0001260424	11/3/2005
Broken Arrow (1996)	Twentieth Century Fox Film Corporation	PA0000765826	2/7/1996
Buffy the Vampire Slayer - Season 3, Episode 1, Anne	Twentieth Century Fox Film Corporation	PA0000903488	10/23/1998
Burn Notice - Season 3, Episode 1, Burn Notice - 03 - Friends and Family	Twentieth Century Fox Film Corporation	PA0001636017	6/19/2009
Devil Wears Prada, The	Twentieth Century Fox Film Corporation	PA0001322656	6/26/2006
Dharma & Greg - Season 5, Episode 20, Tooth is Out There, The	Twentieth Century Fox Film Corporation	PA0001078803	4/18/2002
Dollhouse - Season 2, Episode 2, Belle Chose	Twentieth Century Fox Film Corporation	PA0001657604	10/27/2009
Down Periscope	Twentieth Century Fox Film Corporation	PA0000765889	2/29/1996
Dragonball Evolution	Twentieth Century Fox Film Corporation	PA0001621338	3/16/2009
Family Guy - Season 8, Episode 2, Family Goy	Twentieth Century Fox Film Corporation	PA0001656145	10/27/2009
Flicka	Twentieth Century Fox Film Corporation	PA0001339276	10/19/2006
Futurama - Season 3, Episode 15, I Dated a Robot	Twentieth Century Fox Film Corporation	PA0001039857	6/6/2001
How I Met Your Mother - Season 6, Episode 6, Baby Talk	Twentieth Century Fox Film Corporation	PA0001707804	11/9/2010
Idiocracy	Twentieth Century Fox Film Corporation	PA0001330555	8/30/2006
King of the Hill - Season 1, Episode 2, Square Peg	Twentieth Century Fox Film Corporation	PA0000827371	1/31/1997
Kitchen Confidential - Season 1, Episode 2, Aftermath	Twentieth Century Fox Film Corporation	PA0001294389	9/29/2005
K-Ville - Season 1, Episode 1, PILOT	Twentieth Century Fox Film Corporation	PA0001596938	9/20/2007
Like Mike 2	Twentieth Century Fox Film Corporation	PA0001341150	12/14/2006
Malcolm in the Middle - Season 6, Episode 16, No Motorcycles	Twentieth Century Fox Film Corporation	PA0001275067	4/25/2005

Marley and Me	Twentieth Century Fox Film Corporation	PA0001613603	12/19/2008
Mrs. Doubtfire	Twentieth Century Fox Film Corporation	PA0000659812	11/22/1993
My Name is Earl - Season 1, Episode 1, Pilot	Twentieth Century Fox Film Corporation	PA0001305860	10/7/2005
My Name is Earl - Season 4, Episode 26, Inside Probe Pt. 1	Twentieth Century Fox Film Corporation	PA0001631437	5/12/2009
Omen, The (2006)	Twentieth Century Fox Film Corporation	PA0001317239	6/6/2006
P.C.U.	Twentieth Century Fox Film Corporation	PA0000659940	4/20/1994
Prison Break - Season 1, Episode 8, Old Head, The	Twentieth Century Fox Film Corporation	PA0001259241	11/3/2005
Prison Break - Season 4, Episode 18, Versus	Twentieth Century Fox Film Corporation	PA0001631541	5/12/2009
Simpsons, The - Season 15, Episode 13, Smart & Smarter	Twentieth Century Fox Film Corporation	PA0001217483	3/10/2004
Simpsons, The - Season 17, Episode 4, Treehouse of Horror XVI	Twentieth Century Fox Film Corporation	PA0001289841	11/18/2005
Speed	Twentieth Century Fox Film Corporation	PA0000693038	6/3/1994
Unstoppable	Twentieth Century Fox Film Corporation	PA0001705418	11/5/2010
Wall Street: Money Never Sleeps	Twentieth Century Fox Film Corporation	PA0001693817	9/8/2010
X-Files, The - Season 5, Episode 19, Folie A Deux	Twentieth Century Fox Film Corporation	PA0000887302	6/1/1998
30 Rock - Season 1, Episode 1, Pilot	Universal City Studios Productions LLLP	PA0001354360	3/7/2007
Battlestar Galactica (2004) Season 3, Episode 16, Maelstrom	Universal City Studios Productions LLLP	PA0001369059	3/16/2007
Battlestar Galactica: Razor	Universal City Studios Productions LLLP	PA0001604309	12/26/2007
Black Donnellys, The - Season 1, Episode 1, Pilot	Universal City Studios Productions LLLP	PA0001350833	3/9/2007
Duplicity	Universal City Studios Productions LLLP	PA0001623741	3/23/2009
Eureka - Season 1, Episode 1, Pilot	Universal City Studios Productions LLLP	PA0001261537	10/13/2006
Eureka - Season 3, Episode 1, Bad to the Drone	Universal City Studios Productions LLLP	PA0001644155	8/7/2008

Funny People	Universal City Studios Productions LLLP	PA0001637342	7/31/2009
Heroes - Season 3, Episode 25, Chapter Twelve 'An Invisible Thread'	Universal City Studios Productions LLLP	PA0001631557	5/1/2009
House - Season 6, Episode 14, Private Lives	Universal City Studios Productions LLLP	PA0001674553	5/5/2010
House - Season 7, Episode 1, Now What?	Universal City Studios Productions LLLP	PA0001699038	9/30/2010
House - Season 7, Episode 2, Selfish	Universal City Studios Productions LLLP	PA0001708034	10/15/2010
House - Season 7, Episode 4, Massage Therapy	Universal City Studios Productions LLLP	PA0001703610	10/22/2010
House - Season 7, Episode 5, Unplanned Parenthood	Universal City Studios Productions LLLP	PA0001707085	11/1/2010
Knocked Up	Universal City Studios Productions LLLP	PA0001375523	5/31/2007
Kojak (1973) - Season 3, Episode 1, A Question of Answers	Universal City Studios Productions LLLP	LP0000047965 (RE0000887006)	9/14/1975
Kojak (1973) - Season 3, Episode 8, Over the Water	Universal City Studios Productions LLLP	LP0000047957 (RE0000886998)	11/9/1975
Magnum, P.I. - Season 5, Episode 17, The Love-for-Sale Boat	Universal City Studios Productions LLLP	PA0000255070	6/12/1985
Murder, She Wrote - Season 2, Episode 19, Christopher Bundy - Died on Sunday	Universal City Studios Productions LLLP	PA0000303026	8/11/1986
Rockford Files, The - Season 1, Episode 22, Roundabout	Universal City Studios Productions LLLP	LP0000045574 (RE0000886843)	3/6/1975
Royal Pains - Season 1, Episode 1, Pilot	Universal City Studios Productions LLLP	PA0001636090	6/22/2009
Royal Pains - Season 1, Episode 9, It's Like Jamais Vu All Over Again	Universal City Studios Productions LLLP	PA0001644530	8/26/2009
Scott Pilgrim vs. the World	Universal City Studios Productions LLLP	PA0001692200	8/13/2010
seaQuest DSV - Season 1, Episode 1, The Devil's Window	Universal City Studios Productions LLLP	PA0000661565	1/24/1994
seaQuest DSV - Season 1, Episode 2, Treasure of the Mind	Universal City Studios Productions LLLP	PA0000661563	1/24/1994
State of Play	Universal City Studios Productions LLLP	PA0001624758	4/20/2009
Wolfman, The (2010)	Universal City Studios Productions LLLP	PA0001690564	2/17/2010
2012 (2009)	Columbia Pictures Industries, Inc.	PA0001649916	11/12/2009

50 First Dates	Columbia Pictures Industries, Inc.	PA0001202550	2/19/2004
Adam Sandler's Eight Crazy Nights	Columbia Pictures Industries, Inc.	PA0001060735	1/2/2003
Angels & Demons	Columbia Pictures Industries, Inc.	PA0001627570	5/13/2009
Bad Boys II	Columbia Pictures Industries, Inc.	PA0001143878	8/12/2003
Bewitched	Columbia Pictures Industries, Inc.	PA0001271563	6/24/2005
Bounty Hunter/Ex Wife Project	Columbia Pictures Industries, Inc.	PA0001667359	3/17/2010
Charlie's Angels: Full Throttle	Columbia Pictures Industries, Inc.	PA0001137757	7/10/2003
Da Vinci Code, The	Columbia Pictures Industries, Inc.	PA0001317631	5/19/2006
Did You Hear About the Morgans?	Columbia Pictures Industries, Inc.	PA0001654171	12/16/2009
Fun with Dick and Jane	Columbia Pictures Industries, Inc.	PA0001267459	12/21/2005
Ghost Rider	Columbia Pictures Industries, Inc.	PA0001349986	2/16/2007
Hancock	Columbia Pictures Industries, Inc.	PA0001599934; PA0001395109	7/2/2008; 8/11/2008
Hollow Man	Columbia Pictures Industries, Inc.	PA0000997657	9/1/2000
House Bunny, The	Columbia Pictures Industries, Inc.	PA0001604128	8/22/2008
I Know Who Killed Me	Columbia Pictures Industries, Inc.	PAu003146221	7/20/2007
Knight's Tale, A	Columbia Pictures Industries, Inc.	PA0001036163	6/7/2001
Legend of Zorro, The	Columbia Pictures Industries, Inc.	PA0001267256	10/26/2005
Lords of Dogtown	Columbia Pictures Industries, Inc.	PA0001271471	6/3/2005
Men In Black	Columbia Pictures Industries, Inc.	PA0000845156	7/10/1997
Men In Black II	Columbia Pictures Industries, Inc.	PA0001089930	7/3/2002
Monster House	Columbia Pictures Industries, Inc.	PA0001322810; PA0001394220	7/21/2006; 2/8/2008

Mr. Deeds	Columbia Pictures Industries, Inc.	PA0001094197	7/26/2002
National Security	Columbia Pictures Industries, Inc.	PA0001122282	2/7/2003
Not Another Teen Movie	Columbia Pictures Industries, Inc.	PA0001067336	1/17/2002
Pineapple Express	Columbia Pictures Industries, Inc.	PA0001603113	8/7/2008
Pursuit Of Happyness, The	Columbia Pictures Industries, Inc.	PA0001341153	12/14/2006
Reign Over Me	Columbia Pictures Industries, Inc.	PA0001366381	3/23/2007
Social Network, The	Columbia Pictures Industries, Inc.	PA0001698016	9/30/2010
Something's Gotta Give	Columbia Pictures Industries, Inc.	PA0001195867	1/16/2004
Spider-Man 2	Columbia Pictures Industries, Inc.	PA0001222519	6/30/2004
Spider-Man 3	Columbia Pictures Industries, Inc.	PA0001332103	5/1/2007
Step Brothers	Columbia Pictures Industries, Inc.	PA0001602121	7/25/2008
Sweetest Thing, The	Columbia Pictures Industries, Inc.	PA0001086938	7/12/2002
Ugly Truth, The	Columbia Pictures Industries, Inc.	PA0001635947	7/22/2009
Vantage Point	Columbia Pictures Industries, Inc.	PA0001592994	2/20/2008
Vertical Limit	Columbia Pictures Industries, Inc.	PA0001017106	2/12/2001
Zathura: A Space Adventure	Columbia Pictures Industries, Inc.	PA0001267325	11/10/2005
Zombieland	Columbia Pictures Industries, Inc.	PA0001645201	10/1/2009
Chuck - Season 1, Episode 13, Chuck Versus the Marlin	Warner Bros. Entertainment Inc.	PA0001653787	3/26/2009
Deep Blue Sea	Warner Bros. Entertainment Inc.	PA0001014909	1/11/2001
Due Date	Warner Bros. Entertainment Inc.	PRE000003986	11/2/2010
Friends - Season 2, Episode 6, The One With The Baby On The Bus	Warner Bros. Entertainment Inc.	PA0000775419	4/19/1996

Friends - Season 4, Episode 7, The One Where Chandler Crosses The Line	Warner Bros. Entertainment Inc.	PA0000854174	12/1/1997
Gran Torino	Warner Bros. Entertainment Inc.	PA0001620936	3/12/2009
Harry Potter And The Deathly Hallows, Part 1	Warner Bros. Entertainment Inc.	PRE000004015	11/11/2010
Inception	Warner Bros. Entertainment Inc.	PA0001715030	1/21/2011
Jamie Foxx Show - Season 4, Episode 23, Road Trip, Part 1	Warner Bros. Entertainment Inc.	PA0001036505	2/9/2001
Jamie Foxx Show - Season 4, Episode 24, Road Trip, Part 2	Warner Bros. Entertainment Inc.	PA0001036506	2/9/2001
Last Samurai, The	Warner Bros. Entertainment Inc.	PA0001195970	1/16/2004
Legend Of The Guardians: The Owls of Ga'Hoole	Warner Bros. Entertainment Inc.	PA0001709858	12/3/2010
Lethal Weapon 3	Warner Bros. Entertainment Inc.	PA0000568254	5/26/1992
Life As We Know It	Warner Bros. Entertainment Inc.	PA0001709859	12/3/2010
Little Shop Of Horrors (1986)	Warner Bros. Entertainment Inc.	PA0000353065	7/28/1987
Lois and Clark: The New Adventures of Superman - Season 2, Episode 22, And The Answer Is...	Warner Bros. Entertainment Inc.	PA0000775236	4/4/1996
Lois and Clark: The New Adventures of Superman - Season 4, Episode 22, The Family Hour	Warner Bros. Entertainment Inc.	PA0000854435	2/2/1998
Mars Attacks!	Warner Bros. Entertainment Inc.	PA0000834109	1/21/1997
Maverick (1994)	Warner Bros. Entertainment Inc.	PA0000713300	7/11/1994
O.C., The - Season 1, Episode 1, Pilot	Warner Bros. Entertainment Inc.	PA0001231664	8/16/2004
Ocean's Eleven	Warner Bros. Entertainment Inc.	PA0001067333	1/15/2002
Perfect Strangers - Season 2, Episode 21, Get A Job	Warner Bros. Entertainment Inc.	PA0000320293	3/27/1987
Perfect Strangers - Season 2, Episode 22, Hello, Elaine	Warner Bros. Entertainment Inc.	PA0000330155	4/8/1987
Polar Express, The	Warner Bros. Entertainment Inc.	PA0001250537	1/11/2005

Police Academy VI-City Under Siege	Warner Bros. Entertainment Inc.	PA0000416543	4/13/1989
Smallville - Season 6, Episode 22, Phantom	Warner Bros. Entertainment Inc.	PA0001634174	7/2/2008
Terminator: The Sarah Connor Chronicles - Season 1, Episode 8, Vick's Chip	Warner Bros. Entertainment Inc.	PA0001653359	2/13/2009
Terminator: The Sarah Connor Chronicles - Season 1, Episode 9, What He Beheld	Warner Bros. Entertainment Inc.	PA0001653361	2/13/2009
Third Watch - Season 2, Episode 22, ...And Zeus Wept	Warner Bros. Entertainment Inc.	PA0001063908	11/8/2001
Third Watch - Season 2, Episode 5, Kim's Hope Chest	Warner Bros. Entertainment Inc.	PA0001063892	11/8/2001
Town, The	Warner Bros. Entertainment Inc.	PRE000003830	9/14/2010
Two and a Half Men - Season 1, Episode 23, Can You Feel My Finger?	Warner Bros. Entertainment Inc.	PA0001612151	5/16/2008
Two Weeks Notice	Warner Bros. Entertainment Inc.	PA0001129484	2/6/2003
Under The Sea 3D	Warner Bros. Entertainment Inc.	PA0001627628	5/15/2009
Wild Wild West	Warner Bros. Entertainment Inc.	PA0000956286	7/12/1999

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Bronze	$3	$5	$7
Silver	$5	$7	$10
Gold	$6	$9	$12
Platinium	$7	$10	$15

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8. User friendly interface - no popups, no adverts, no tricks

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Q.Can broken downloads be resumed?
A. At this point, only Premium members can resume interrupted downloads. They can use extensive server routines which also support the downloading of segments. In this way, a file can be downloaded much faster in parallel to several streams, e.g. with the download accelerator.

Q.Your system complaints about that I am already downloading files or that I have already downloaded too much. But I did not download anything! Whats wrong there?
A. Our system checks your IP-address in order to count the downloads. If you are getting this message and you really did not download anything, then you are using a proxy-server, which is used by other people as well. Even if you have no proxy-server set up in your configuration, there are many providers who force a transparent proxy-servers between you and the net. If you do not believe us, go to other pages telling you your IP-address (for example http://www.myipaddress.com.) But what can you do? You have to disable this proxy-server. If you are not able to disable the proxy-server, the only solution IS a Premium-account. Premium-users are recognized by cookies, not by IP-address. Unfortunately we cannot disable our IP-check, else people would download so much that we would have to close down this service completely. I hope you understand our situation in this matter.

Q.I can generally not download any files, what can I do?
A. If you do not have a Premium Account, you have to deactivate a possible Download Accelerator. This resolves the issue in most cases. If you are still encountering problems, you could possibly be blocking our cookies. Cookies are required for Proxy User.

Q.Can I search the Hotfile server for certain files?
A. No. Hotfile protects the privacy of our users. Only the person storing a file on Hotfile gets the download link. That person decides who should have access to the link. A file can only be downloaded if the download link details are known.

Q.Can I delete my files?
A. Of course. After successful uploading, you receive two links: a download link and a deletion link. Please keep both. If you want to remove the file from the server, you can click on the deletion link.

Q.For how long are files stored?
A. In principle, we host data without a time limit. But files that have not been accessed for 90 days are deleted to relieve the system of forgotten and not needed content. This rule does not apply to Premium members.

Q.Where can I buy a Premium Account?
A. You can buy premium account here: http://www.hotfile.com/premium.html

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Hotfile.com: One click file hosting

Q.How to fetch files from other file hostings as RapidShare
A. Put as download URL: http://username:password@rapidshare.com/files/193082186/filename.rar Where username:password are your password to your RapidShare account

Q.No login, site only reloads.
A. Please activate the Java Script functionality of your browser.

Q.I uploaded files, but I can't see them?
A. Usually this will never happen, but in heavy rush hours there is sometimes a time lag and it can take up to dozen minutes before the file is ready for download.

Q.My files disappear?
A. Most probably we were received complain from copyright owner or other authority and thus remove your files.

Q.How to upload with FTP?
A. ftp.hotfile.com user: your hotfile username pass: your hotfile password You can upload and make folders, but cant rename,move files

Q.When downloading a video file, and the download button is clicked, instead of downloading the file it starts playing
A. Please check your media player settings and turn off auto play option.

Q.I try to pay with sms but have problems?
A. Please visit sms support page: http://service.smscoin.com/info/sms-help/

Q.How long does HotFile store my files?
A. Your files will be stored forever as long as you are a premium member. If you are a registered user without premium status, your files will be stored until at least 90 days after their last download.

Q.What are limitations on HotFile for the number of downloads or daily download traffic?
A. There aren't any limitations! All depends of the user connection speed, also there is restriction for free users: 15 minutes wait between each download

Q.I cannot open a downloaded file: It's corrupt or I get asked for a password, a program to open the file with, or a missing "codec"?
A. Please ask the person you received the file link from for details about the file format, required codecs or passwords. We have no way of finding them out for you.

Q.Which download managers can I use?
A. You may use any of the major accelerators, a few popular ones are: Speedget, Download Accelerator Plus, GetRight, FlashGet and GoZilla also try google file download manager.

Done

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File Edit View History Bookmarks Tools Help
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Q.I paid with Paypal but did not receive my username/password?
A. Please check your mail, also "Junk" folder! If you can't find any mail from us - please send us your Paypal transaction ID and your email, registered with Paypal.

Q.May I have multiple accounts on hotfile.com?
A. We don't allow multiple accounts for one user. If we found such an accounts they will be deleted.

Q.My account was hacked?
A. You must keep secure your account information. Any mails about hacked accounts, changed information and so on will be ignored! It is your responsibility to keep your account information safe!

Q.I think there is problem with downloads statistic
A. In "My Files" we show all downloads, in "My Stats" we show only paid downloads (downloads from countries mentioned in our Affiliate section)

Q.Important Notice
A. All users who post links in sites / forums without following respective rules (spamming, flooding and etc) will be suspended and their accounts will be closed!

Q. How can I rename, copy, delete, move my files?
A. You can do this easy with our File Manager - log in to your account and go for "File Manager"

Q. How can I create list with all files in folder?
A. You can do it with our File Manager - for each your directory you will find "Get link" option. Click it and you will get url of page, containing all your files in this directory.

Q. Affiliates: How do I become platinum member / raise my rank?
A. Essentially to reach a higher status your links should sell more premium accounts. Here are few tips that may help you to obtain a higher rank and eventually reach platinum status:

- Try to post files from hotfile.com only. Using another file hosting service for the same files allows users to simultaneously download from different sites and they have less incentive to buy premium.
- Switching to different file hosting services every other day hurts your rank - that way people are less willing to buy a premium account, as they will need multiple premium accounts from different services to get all the content and that is more expensive.
- Upload files only if you intent to promote them. Used server space is also accounted when your rank is considered.
- Put more effort into bringing more visitors to download your files, rather than to upload more files. If you upload 10Gb of files everyday just to have every file downloaded just few times you are going to be stuck with Copper.
- Post only on reliable resources. Posting on sites that have popups, try to install trojans or similar stuff hurts your performance and you lose rank.

Q. May I resell Premium accounts?
A. Sure you can. Check out our Reseller Program for more information.

Done

Q. How does monthly subscription work?
A. When you subscribe to a Hotfile plan, your payment method will automatically be set up for monthly recurring billing for your convenience - without having to always manually send money. Your account will remains premium and you don't need to worry about account expiration. Your payment method will automatically be charged one month after your initial transaction and each month thereafter.

Q. How do I cancel my Hotfile subscription?
A. You can easily cancel your Hotfile monthly subscription at any time.

When you cancel, your account will continue to be Hotfile premium until the end of the term that you have already paid for.

Customers using PayPal should note that subscriptions are maintained and controlled by PayPal and not by Hotfile, but you can cancel your subscription with them at any time. To cancel your subscription click here

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Q. How to generate and use voucher?
A. You can convert your Earnings to vouchers for Hotfile premium accounts and give them to your friends.

From "Account upgrades" link you can purchase voucher.

You will be given with voucher ID (for example: HOT051A00334BH4241C99FCB56FILE) to enter it here:

http://hotfile.com/usevoucher.php

or you can use direct link given also:
http://hotfile.com/usevoucher.php?v=HOT051A00334BH4241C99FCB56FILE

With such a link (voucher ID) your friends can create or extend premium account and start using it instantly.

Q. How can I enable Hot/Direct linking for my files?
A. Login into your account and select "File Manager" through the dropdown meny under "My Account". You will see list with all your files, select file(s) you want to enable Hotlink for and press button "Hotlink On/Off". You can enable Hot/Direct link for single file by pressing button "Switch" ('Yes'-hotlink is enabled, 'No'-hotlink is disabled).

Q. Do I still earn downloads when people download my hotlinked files?
A. No, while hotlinked your files downloads will not be counted at all, but you will be able to see the traffic used for each file in My Traffic.