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11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**  
13 **WESTERN DIVISION**

14 MOBE, LTD., a Malaysian company,

15 Plaintiff,

16 vs.

17 Digital Altitude LLC, a Delaware limited  
18 liability company, Michael Force, an  
19 individual,

20 Defendants.

Civil Action No. 2:16-cv-05708

21 **COMPLAINT FOR:**

- 22 (1) Copyright Infringement  
23 (2) Federal Theft of Trade Secrets  
24 (3) Intentional Interference with  
25 Contractual Relations  
26 (4) Intentional Interference with  
27 Prospective Economic Advantage  
28 (5) Unfair Competition, California Bus.  
& Prof. Code §17200 *et seq.*

**JURY TRIAL DEMANDED**

1 Plaintiff MOBE, Ltd. (hereinafter “Plaintiff” or “MOBE”) hereby complains  
2 against defendants Digital Altitude LLC and Michael Force (“hereinafter, as “Digital  
3 Altitude” and “Force,” respectively, or collectively as “Defendants”) and alleges as  
4 follows:

5 **THE PARTIES**

6 1. Plaintiff MOBE, Ltd. is a Malaysian company having a principal place of  
7 business located at Soho Suites at KLCC B1-28-8 NO.20, Jalan Perak, Kuala Lumpur,  
8 50450, Malaysia.

9 2. Defendant Digital Altitude is a Delaware limited liability company and, on  
10 information and belief, has a principal place of business at 520 Broadway, Santa Monica,  
11 California 90401.

12 3. Defendant Force is an individual and, on information and belief, resides in  
13 California.

14 **JURISDICTION AND VENUE**

15 4. By this civil action, MOBE seeks injunctive relief and damages for (a)  
16 copyright infringement under the Copyright Act, 17 U.S.C. § 101, *et seq.*, (b) theft of  
17 trade secrets under 18 U.S.C. § 1836, *et seq.*, (c) intentional interference with contractual  
18 relations, (d) intentional interference with prospective economic advantage, and (e) unfair  
19 competition under California Business & Professions Code § 17200 *et seq.*

20 5. This Court has original, “federal question” jurisdiction over MOBE’s  
21 copyright infringement and Federal theft of trade secrets claims pursuant to 28 U.S.C. §  
22 1331 and 28 U.S.C. § 1338.

23 6. This Court has pendent jurisdiction over MOBE’s state law claims pursuant  
24 to 28 U.S.C. § 1367.

25 7. Digital Altitude has recreated and displayed copyrighted materials belonging  
26 to MOBE, utilized misappropriated MOBE’s trade secrets, and engaged in unfair  
27 business practices within this judicial district and this Court’s exercise of personal  
28

1 jurisdiction over it is consistent with provisions of the Constitutions of the United States  
2 and the State of California.

3 8. Force is resident in and transacts business within this judicial district, and  
4 has sold infringing materials, utilized misappropriated trade secrets, and engaged in  
5 unfair business practices within this judicial district and this Court's exercise of personal  
6 jurisdiction over him is consistent with provisions of the Constitutions of the United  
7 States and the State of California.

8 9. Venue is proper in this Judicial District pursuant to 28 U.S.C. §§ 1391 and  
9 1400.

### 10 **GENERAL ALLEGATIONS**

#### 11 **MOBE and its MTTB System**

12 10. MOBE provides online business training courses, products, tools, and  
13 services, to give customers the training, knowledge, and support needed to build  
14 successful businesses online.

15 11. One of MOBE's signature products is the "My Top Tier Business system"  
16 ("MTTB System"), which is an industry leading online business training program and  
17 business system. The MTTB System consists of a 21-Step program containing  
18 proprietary written materials, PowerPoint presentations, and videos for each of 21  
19 separate steps.

20 12. The MTTB System includes unique upselling opportunities to MOBE for  
21 higher value training products. These upselling opportunities result in significant source  
22 of revenue for MOBE.

23 13. In addition to the MTTB System, MOBE offers additional services and  
24 products for sale, including additional training programs, seminars, and materials.

25 14. The MTTB System was created by Matt Lloyd ("Lloyd"), the founder and  
26 CEO of MOBE. He created the MTTB System in 2013, after many years of experience in  
27 the field of Top Tier marketing.  
28

1           15. The MTTB System provides a step by step method for new business owners  
2 to rapidly build up a successful online business, utilizing traffic acquired by various  
3 methods, including traffic driven by sales of associated business training tools and  
4 courses, business mindset and how to promote the MOBE core products and events.

5           16. The MTTB System provides valuable training on how to get high ticket  
6 commissions through a proven system, with MOBE providing training and services for a  
7 precise business system that would otherwise require a new business owner years to  
8 develop.

9           17. Lloyd spend a significant amount of time and effort developing his MTTB  
10 System material, eventually drafting written documents that provide an outline for  
11 entrepreneurs and other business owners to follow.

12           18. In April, 2013, Lloyd finalized these written materials in the form of twenty-  
13 one documents, (“21 Step Documents”) each of which correspond to one of twenty-one  
14 steps that form the basis of the MTTB System.

15           19. On or about July 12, 2016, MOBE submitted to the Register of Copyrights a  
16 completed application for registration, deposit copies, and the applicable fee in order to  
17 register the copyright to each of the 21 Step Documents. Plaintiff will seek leave of court  
18 to amend its complaint to attach and incorporate by reference a copy of the certificate of  
19 copyright registration when it receives it.

20           20. Lloyd wrote these steps in a script format. Lloyd created these documents  
21 knowing that they would eventually be used to create presentation-style slides and videos  
22 for each of the 21 steps in the MTTB System.

23           21. The 21 Step Documents were published to MOBE’s website on or around  
24 June 21, 2013, and were used as textual versions of the MTTB System until video  
25 presentations could be completed.

26           22. In September of 2013, Force, who was then a sales representative for  
27 MOBE, was looking for expanded opportunities at MOBE and discussed his suitability  
28 for additional positions within MOBE.

1           23. After meeting Force in person in September 2013, Lloyd agreed to expand  
2 Force's duties and responsibilities at MOBE.

3           24. Specifically, Lloyd instructed Force to assist with several MOBE projects,  
4 including (1) completing the commercialization of the MTTB System, (2) updating the  
5 design of the website, and (3) redesigning MOBE's back office.

6           25. With regard to completing the commercialization of the MTTB System,  
7 Lloyd instructed Force to create 21 separate videos ("2013 21 Step Videos") that covered  
8 the material contained in each of the 21 Step Documents. To that end, Lloyd gave Force  
9 two discrete tasks: first, create presentation-type slides for each of the 21 Step  
10 Documents; and second, make a video showing each of the presentation-type slides  
11 accompanied by audio corresponding to the information contained in the 21 Step  
12 Documents. In many cases, the audio is a verbatim recitation of language contained in the  
13 21 Step Documents.

14           26. Lloyd exercised full creative control over the creation of the 2013 21 Step  
15 Videos, having provided Force with the completed 21 Step Documents and giving Force  
16 specific instructions to follow.

17           27. In recording the narration for the 2013 21 Step Videos, Force followed the  
18 script style 21 Step Documents and additional information given to him by Lloyd almost  
19 verbatim. Force did not make any significant additions or modifications to the material,  
20 and used diagrams that Lloyd provided and in the positions that Lloyd indicated.

21           28. The only contributions to the 2013 21 Step Videos that Force provided—  
22 which were subject to artistic control and ultimate approval by Lloyd—were introductory  
23 slides and commentary summarizing what each step would cover, and a modified sales  
24 pitch during the final step.

25           29. Throughout the 2013 21 Step Videos, Force acknowledges on several  
26 occasions that Lloyd is the owner and creator of MOBE and the MTTB System. For  
27 example, during the Step 1 video, Force states that Lloyd "slaved away for four years of  
28 his life in creating a system called MOBE."

1           30. In October of 2013, Lloyd reviewed the finalized 2013 21 Step Videos and,  
2 being satisfied with their quality and confirming that Force had followed his instructions,  
3 Lloyd approved the 2013 21 Step Videos to be uploaded to MOBE's website.

4           31. On or about July 19, 2016, MOBE submitted to the Register of Copyrights a  
5 completed application for registration, deposit copies, and the applicable fee in order to  
6 register the copyright to each of the 2013 21 Step Videos. Plaintiff will seek leave of  
7 court to amend its complaint to attach and incorporate by reference a copy of the  
8 certificate of copyright registration when it receives it.

9           32. In March of 2014, MOBE stopped using Force's design services.

10           33. Shortly thereafter, Lloyd began revising and editing the 2013 21 Step  
11 Videos, creating a completely new set of presentation-style slides ("2014 21 Step Slides")  
12 and videos ("2014 21 Step Videos") that added significant amounts new material to the  
13 MTTB System.

14           34. In addition to the new material, Lloyd used a different color scheme and  
15 layout than was used in the 2013 21 Step Videos, and created new slides even for  
16 material that was covered in the 2013 21 Step Videos.

17           35. On or about July 21, 2016, MOBE submitted to the Register of Copyrights a  
18 completed application for registration, deposit copies, and the applicable fee in order to  
19 register the copyright to each of the 2014 21 Step Slides Plaintiff will seek leave of court  
20 to amend its complaint to attach and incorporate by reference a copy of the certificate of  
21 copyright registration when it receives it.

22           36. Subsequent to the creation of the 2014 21 Step Slides and 2014 21 Step  
23 Videos, Lloyd continued to revise, edit, and add new material to the MTTB System,  
24 which required further updates the 2014 21 Step Slides and 2014 21 Step Videos to  
25 reflect these changes.

26           37. The current version of the MTTB System videos ("Current 21 Step  
27 Videos"), which are presently active and being used on MOBE's website, contain all  
28 revisions, edits, and new material added to the MTTB System.

1 38. On or about July 26, 2016, MOBE submitted to the Register of Copyrights a  
2 completed application for registration, deposit copies, and the applicable fee in order to  
3 register the copyright to each of the Current 21 Step Videos. Plaintiff will seek leave of  
4 court to amend its complaint to attach and incorporate by reference a copy of the  
5 certificate of copyright registration when it receives it.

6 39. On information and belief, Force has had access to all versions of MOBE's  
7 MTTB System, including: each of the 21 Step Documents; each of the 2013 21 Step  
8 Videos; each of the 2014 21 Step Slides; each of the 2013 21 Step Videos; and each of  
9 the Current 21 Step Videos.

10 40. MOBE has not provided permission to nor consented to Force or Digital  
11 Altitude to use any of MOBE's proprietary information, including the aforementioned  
12 copyright pending materials.

13 **Digital Altitude and its Aspire Program**

14 41. Subsequent to Force's departure from MOBE, Force started a competing  
15 business called Digital Altitude.

16 42. Upon information and belief, Force is the sole owner and member of Digital  
17 Altitude and has direct control over all Digital Altitude operations and actions, including  
18 supervising all Digital Altitude activities.

19 43. Digital Altitude, like MOBE, provides online business training courses,  
20 products, tools, and services.

21 44. Digital Altitude's "Aspire Program" is a product that includes eighteen  
22 business training videos, consisting primarily of a set of slides with accompanying audio  
23 ("Aspire Videos"). Digital Altitude's use of the Aspire Videos is commercial, as it  
24 requires customers to pay a fee in order to obtain access to and view the Aspire Videos.

25 45. Upon information and belief, Force is responsible for creating all of the  
26 Aspire Videos.

27 / / /

28 / / /

1           46. The Aspire Videos copy extensively from MOBE's 21 Step Documents,  
2 MOBE's 2013 21 Step Videos, MOBE's 2014 21 Step Slides, and MOBE's Current 21  
3 Step Videos.

4           47. A quick examination of the titles of each step of Digital Altitude's Aspire  
5 Videos and the titles of the first 18 steps of MOBE's current MTTB system reveals more  
6 than coincidental similarities, as illustrated in the following table:

Step	MOBE Title	Digital Altitude Title
1	How to make 6-figures in your first year with a top tier direct sales business model	How to build a digital 6-figure business in 90-days or less with top tier
2	Discover the missing ingredient 99% miss in business success	Discover the #1 missing ingredient 99% missing with online business success
3	How to unlock your millionaire mind	Millionaire mind how to rewire your brain to guarantee your success
4	Why 85% of franchises succeed while most other businesses fail	Discover why 85% of franchises succeed while 95% businesses fail
5	What is even more lucrative than a franchise model?	Discover what the #1 business model to make 6-7 figures online
6	How to license a proven and profitable online business	How to license the most profitable products and proven systems online
7	How to get the expert support you need to succeed	Finally get the expert support you need to succeed
8	How to get paid quickly and easily with MOBE	How you can get paid quickly and easily with Aspire
9	How to get \$3,300 commissions with no extra work	How to get \$4,500 commissions with no extra work

1	10	How to get \$5,500 commissions with no extra work	How to get \$7500 commissions with no extra work
2			
3	11	How to get new Mercedes Benz paid for every month and other perks	How to get your dream car paid for every month
4			
5			
6	12	How the phone sales team makes you money 24/7	How the phone sales team makes you money 24/7
7			
8	13	How the MOBE team helps you build your business everyday	Your digital altitude family: climbing to the top together
9			
10	14	How to make 5x more money without any additional work	The power of positioning: how to live the real 4-hour work week
11			
12	15	How goals are the GPS to your success	Goals: the GPS to your success
13	16	How to create success faster with helping hands	How to: create success faster
14			
15	17	How to finance your new business venture	How to finance your new business venture
16	18	How to get steady streams of traffic, 24/7	How to get steady streams of visitors to your D.A. site (traffic 24/7)
17			
18			

19 48. A more thorough comparison of Digital Altitude's Aspire Videos and  
20 MOBE's various MTTB System materials clearly reveals that MOBE's materials were  
21 copied by Force and Digital Altitude.

22 49. The material that Force and Digital Altitude has copied represents a large  
23 portion of MOBE's proprietary content and includes the core substantive material of  
24 MOBE's MTTB System.

#### 25 **MOBE's Confidential Customer, Affiliate, and Staff Lists**

26 50. The success of MOBE's MTTB System relies heavily on the number of  
27 MOBE affiliates (currently at over 12,000), who provide a marketing and promoting  
28 platform for MOBE products, and its extensive list of clients.

1           51. Over the years, MOBE has gathered and collected confidential lists of  
2 MOBE's affiliates and customers, as well as its staff (Confidential Lists"). These  
3 Confidential Lists contain highly sensitive information, including but not limited to  
4 identification of and contact information for the limited market of customers who would  
5 potentially purchase online business training services, and the limited market of high-  
6 achieving affiliates who form the basis of any successful affiliate marketing system.

7           52. Due to the incredibly valuable nature of affiliates and customers to MOBE's  
8 business model, MOBE has spent years and valuable resources creating these  
9 Confidential Lists.

10           53. The information contained on these Confidential Lists could not be  
11 independently recreated by a third party without a significant investment of time and  
12 money.

13           54. These Confidential Lists are used for in interstate and foreign commerce for  
14 MOBE to solicit, recruit, and maintain relationships with customers and affiliates across  
15 different states and in different countries.

16           55. MOBE's Confidential Lists are and have always been kept confidential on a  
17 customer relations management ("CRM") database, with access restricted on a need-to-  
18 know basis, and requiring specialized software to access the database containing these  
19 lists.

20           56. MOBE further protects its Confidential Lists by requiring its independent  
21 contractors, employees, and affiliates to sign a confidentiality agreement and a non-  
22 solicitation agreement.

23           57. A true and correct copy of MOBE's confidentiality agreement is attached  
24 hereto as Exhibit A.

25           58. A true and correct copy of MOBE's non-solicitation agreement for affiliates  
26 is attached hereto as Exhibit B.

27           59. A true and correct copy of MOBE's non-solicitation agreement for  
28 independent contractors is attached hereto as Exhibit C.

1           60. The confidentiality agreement defines “confidential information” as  
2 “confidential and proprietary information and various trade secrets including scientific,  
3 engineering and technical knowhow, processes, computer software and related  
4 documentation owned or marketed by MOBE or its clients, marketing strategies,  
5 customer requirements, *customer lists*, employees’ compensation, methods of doing  
6 business, the financial affairs of MOBE and other confidential business information  
7 which belongs to MOBE or its clients.” Ex. E, § 1 (emphasis added).

8           61. Under the confidentiality agreement, MOBE staff agree to “not disclose any  
9 Confidential Information to any person other than for purposes of MOBE,” and to “not  
10 use for my own purposes or for purposes other than those of MOBE.” Ex. E, § 2 (a).

11           62. The confidentiality agreement includes a survival clause and an agreement  
12 that, upon termination of employment with MOBE, to “immediately return to MOBE all  
13 of the materials, including all copies in whatever form, containing Confidential  
14 Information.” Ex. E, § 2 (a)-(c).

15           63. Under the non-solicitation agreement, all MOBE staff agree that they “will  
16 not directly recruit other MOBE Affiliates or Customers for any other network marketing  
17 business.” Ex. B. Independent contractors agree that they “will not directly or indirectly  
18 recruit any MOBE Affiliates or Customers for any non-MOBE business opportunity,  
19 coaching program, or product.” Ex. C.

20           64. “Recruit” is defined for affiliates as “the actual or attempted solicitation,  
21 enrollment, encouragement, or attempt to influence in any other way an Affiliate or  
22 Customer to enroll or participate in another multilevel marketing, network marketing or  
23 direct sales opportunity. The term “recruit” also includes merely mentioning you’re  
24 participating in another Network Marketing business to another Affiliate or Customer.”  
25 Ex. B. For independent contractors, “Recruit” is defined as “the actual or attempted  
26 solicitation, enrollment, encouragement, or attempt to influence in any other way an  
27 Affiliate or Customer to enroll or participate in any non-MOBE product or service,  
28 including coaching programs, training classes, another multilevel marketing, network

1 marketing or direct sales opportunity. The term also includes general solicitation on your  
2 social networking site where your “friends” or “contacts” include individuals not  
3 personally enrolled by you and who are MOBE Affiliates. It also includes merely  
4 mentioning your participating in any non-MOBE business when there may be MOBE  
5 Affiliates or Customers you did not introduce to the MOBE opportunity.” Ex. C.

6 65. Both non-solicitation agreements have a survival clause and is “enforceable  
7 during the term of this Agreement and for twelve (12) months following termination,  
8 regardless if termination was voluntary or involuntary.” Exs. B and C.

9 **Defendant’s Misappropriation And Recruitment Of**  
10 **MOBE’s Customers, Affiliates, And Staff**

11 66. On information and belief, Digital Altitude has contacted a large number of  
12 MOBE’s customers, affiliates, and staff, whose names and contact information are  
13 included in MOBE’s Confidential Lists.

14 67. On information and belief, many of the individuals contacted would not  
15 have been available to Digital Altitude unless Digital Altitude had misappropriated  
16 MOBE’s Confidential Lists.

17 68. For example, one of MOBE’s customers, Patrick White, received an email  
18 from Force on May 27, 2016, informing him that he had been proactively registered and  
19 signed up for a Digital Altitude account. Mr. White contacted MOBE regarding this  
20 email and informed MOBE that he had never opted into Digital Altitude’s list before  
21 receiving this email. Numerous other customers on MOBE’s Confidential Lists have also  
22 contacted MOBE to complain about receiving unsolicited emails from Digital Altitude.

23 69. Further, one of MOBE’s affiliates operated a number of test email addresses  
24 that were used only for testing MOBE landing pages. As a result, these email addresses  
25 appear only in MOBE’s confidential CRM databases, and would not appear anywhere  
26 else and would never have been used for anything other than testing purposes. Customer  
27 solicitation emails were sent to these test email addresses from Michael Force, clearly  
28

1 illustrating Digital Altitude’s misappropriation of MOBE’s Confidential Lists, and use of  
2 the same.

3 70. Upon information and belief, Digital Altitude received the Confidential Lists  
4 from former MOBE employees that Digital Altitude has recruited away from MOBE.

5 71. By providing Confidential Lists to Digital Altitude, the former MOBE  
6 employees who are responsible for disclosing this information have breached at least § 2  
7 of the confidentiality agreements, which requires maintaining these lists confidential, not  
8 to use them for any purpose other than for MOBE, and to immediately return all customer  
9 lists to MOBE upon terminating the employment relationship.

10 72. In addition to copying proprietary components of MOBE’s MTTB System  
11 and misappropriating MOBE’s Confidential Lists, Digital Altitude and Force have  
12 actively recruited MOBE customers, staff, and affiliates to join Digital Altitude  
13 (“Recruited Individuals”).

14 73. On information and belief, many of the Recruited Individuals have actively  
15 sought to recruit other individuals away from MOBE in violation of the non-solicitation  
16 agreements.

17 74. MOBE has lost significant numbers of important affiliates, customers, and  
18 staff as a result of these breaches of MOBE’s confidentiality and non-solicitation  
19 agreements, resulting in significant loss of income.

20 75. In addition to irreparably damaging MOBE’s business through the  
21 compounding effect of lost affiliates, customers, staff, and referrals, Digital Altitude’s  
22 actions using misappropriated confidential information to contact customers threatens to  
23 permanently damage the goodwill and reputation that has taken MOBE years to build up.

24 76. By repeatedly contacting customers and affiliates, sometimes using  
25 specialized test emails customers used in their marketing campaigns and known only to  
26 MOBE, Digital Altitude damages MOBE’s goodwill by suggesting to customers that  
27 confidential information that was specially entrusted to MOBE is being shared with  
28 companies like Digital Altitude to bombard them with advertising.

1           77. In the online world, with rampant identity theft and customer information  
2 being sold to advertisers, Digital Altitude's actions contacting MOBE's customers  
3 threatens to permanently damage MOBE's goodwill, making customers believe that  
4 MOBE's security has been compromised, or that personal information was released.

5           78. Digital Altitude directly targets all of aspects of MOBE's business model  
6 through this combination of directly copying all of MOBE's materials and directly  
7 targeting MOBE's customers and affiliates. Digital Altitude is also directly soliciting and  
8 raiding MOBE's staff members.

9           79. Not only does each sale by Digital Altitude of infringing material take away  
10 a sale from MOBE, that sale takes away uncountable numbers of further sales of  
11 supporting services, and further uncountable numbers of further sales generated by the  
12 affiliate system. As if this is not enough, directly targeting MOBE's affiliates and  
13 customers by misappropriating confidential information takes away uncountable numbers  
14 of future sales from MOBE, impossible to calculate due to the compounding nature of the  
15 affiliate marketing system, the positive externalities that having a large affiliate network  
16 brings for marketing and advertising capabilities, and the negative effects on MOBE's  
17 reputation and good will.

18                           **CLAIM 1: COPYRIGHT INFRINGEMENT**

19                           **(Against Digital Altitude and Michael Force For Actions Relating To**  
20                           **The Creation And Dissemination Of The Step 1 Aspire Video)**

21           80. MOBE hereby realleges and incorporates the foregoing paragraphs as  
22 though fully set forth herein.

23           81. MOBE owns valid copyrights and exclusive rights under 17 U.S.C. § 106 to  
24 step 1 of the 21 Step Documents, step 1 of the 2013 21 Step Videos, step 1 of the 2014 21  
25 Step Slides, and step 1 of the Current 21 Step Videos, all of which are original works of  
26 authorship.

27           82. Upon information and belief, Force and Digital Altitude had access to step 1  
28 of MOBE's 21 Step Documents and, without the permission or consent of MOBE, Force

1 and Digital Altitude copied original expression contained in step 1 of MOBE's 21 Step  
2 Documents to create step 1 of the Aspire Videos, in violation of at least 17 U.S.C. §§ 106  
3 and 501.

4 83. Upon information and belief, Force and Digital Altitude had access to step 1  
5 of MOBE's 2013 21 Step Videos and, without the permission or consent of MOBE,  
6 Force and Digital Altitude copied original expression contained in step 1 of MOBE's  
7 2013 21 Step Videos to create step 1 of the Aspire Videos, in violation of at least 17  
8 U.S.C. §§ 106 and 501.

9 84. Upon information and belief, Force and Digital Altitude had access to step 1  
10 of MOBE's 2014 21 Step Slides and, without the permission or consent of MOBE, Force  
11 and Digital Altitude copied original expression contained in step 1 of MOBE's 2014 21  
12 Step Slides to create step 1 of the Aspire Videos, in violation of at least 17 U.S.C. §§ 106  
13 and 501.

14 85. Upon information and belief, Force and Digital Altitude had access to step 1  
15 of MOBE's Current 21 Step Videos and, without the permission or consent of MOBE,  
16 Force and Digital Altitude copied original expression contained in step 1 of MOBE's  
17 Current 21 Step Videos to create step 1 of the Aspire Videos, in violation of at least 17  
18 U.S.C. §§ 106 and 501.

19 86. Upon information and belief, Force—as the founder and owner of Digital  
20 Altitude and having a significant financial interest in the success of Digital Altitude—  
21 personally, willfully, and knowingly participated in the aforementioned acts of copyright  
22 infringement. As such, Force is personally liable for the aforementioned acts of copyright  
23 infringement.

24 87. Force's and Digital Altitude's infringement of MOBE's rights in each of the  
25 aforementioned copyrighted works constitutes a separate and distinct act of infringement.

26 88. Force's and Digital Altitude's acts of infringement are willful, intentional,  
27 and purposeful, and in disregard of, and with indifference to, MOBE's rights.  
28

1 89. As a result of Force's and Digital Altitude's willful copyright infringement,  
2 MOBE has been, and will continue to be, irreparably harmed.

3 90. Unless enjoined by this Court, Force and Digital Altitude will continue to  
4 willfully and intentionally infringe MOBE's proprietary rights in the 21 Step Documents,  
5 the 2013 21 Step Videos, the 2014 21 Step Slides, the 2013 21 Step Videos, and the  
6 Current 21 Step Videos.

7 91. By reason of their infringement of MOBE's copyrights as alleged herein,  
8 Force and Digital Altitude are liable to MOBE for the actual damages incurred by MOBE  
9 as a result of the infringement, and for any profits of Force and Digital Altitude directly  
10 or indirectly attributable to such infringement.

11 **CLAIM 2: COPYRIGHT INFRINGEMENT**

12 **(Against Digital Altitude and Michael Force For Actions Relating To**  
13 **The Creation And Dissemination Of The Step 2 Aspire Video)**

14 92. MOBE hereby realleges and incorporates the foregoing paragraphs as  
15 though fully set forth herein.

16 93. MOBE owns valid copyrights and exclusive rights under 17 U.S.C. § 106 to  
17 step 2 of the 21 Step Documents, step 2 of the 2013 21 Step Videos, step 2 of the 2014 21  
18 Step Slides, and step 2 of the Current 21 Step Videos, all of which are original works of  
19 authorship.

20 94. Upon information and belief, Force and Digital Altitude had access to step 2  
21 of MOBE's 21 Step Documents and, without the permission or consent of MOBE, Force  
22 and Digital Altitude copied original expression contained in step 2 of MOBE's 21 Step  
23 Documents to create step 2 of the Aspire Videos, in violation of at least 17 U.S.C. §§ 106  
24 and 501.

25 95. Upon information and belief, Force and Digital Altitude had access to step 2  
26 of MOBE's 2013 21 Step Videos and, without the permission or consent of MOBE,  
27 Force and Digital Altitude copied original expression contained in step 2 of MOBE's  
28

1 2013 21 Step Videos to create step 2 of the Aspire Videos, in violation of at least 17  
2 U.S.C. §§ 106 and 501.

3 96. Upon information and belief, Force and Digital Altitude had access to step 2  
4 of MOBE's 2014 21 Step Slides and, without the permission or consent of MOBE, Force  
5 and Digital Altitude copied original expression contained in step 2 of MOBE's 2014 21  
6 Step Slides to create step 2 of the Aspire Videos, in violation of at least 17 U.S.C. §§ 106  
7 and 501.

8 97. Upon information and belief, Force and Digital Altitude had access to step 2  
9 of MOBE's Current 21 Step Videos and, without the permission or consent of MOBE,  
10 Force and Digital Altitude copied original expression contained in step 2 of MOBE's  
11 Current 21 Step Videos to create step 2 of the Aspire Videos, in violation of at least 17  
12 U.S.C. §§ 106 and 501.

13 98. Upon information and belief, Force—as the founder and owner of Digital  
14 Altitude and having a significant financial interest in the success of Digital Altitude—  
15 personally, willfully, and knowingly participated in the aforementioned acts of copyright  
16 infringement. As such, Force is personally liable for the aforementioned acts of copyright  
17 infringement.

18 99. Force's and Digital Altitude's infringement of MOBE's rights in each of the  
19 aforementioned copyrighted works constitutes a separate and distinct act of infringement.

20 100. Force's and Digital Altitude's acts of infringement are willful, intentional,  
21 and purposeful, and in disregard of, and with indifference to, MOBE's rights.

22 101. As a result of Force's and Digital Altitude's willful copyright infringement,  
23 MOBE has been, and will continue to be, irreparably harmed.

24 102. Unless enjoined by this Court, Force and Digital Altitude will continue to  
25 willfully and intentionally infringe MOBE's proprietary rights in the 21 Step Documents,  
26 the 2013 21 Step Videos, the 2014 21 Step Slides, the 2013 21 Step Videos, and the  
27 Current 21 Step Videos.

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1 103. By reason of their infringement of MOBE's copyrights as alleged herein,  
2 Force and Digital Altitude are liable to MOBE for the actual damages incurred by MOBE  
3 as a result of the infringement, and for any profits of Force and Digital Altitude directly  
4 or indirectly attributable to such infringement.

5 **CLAIM 3: COPYRIGHT INFRINGEMENT**

6 **(Against Digital Altitude and Michael Force For Actions Relating To**  
7 **The Creation And Dissemination Of The Step 3 Aspire Video)**

8 104. MOBE hereby realleges and incorporates the foregoing paragraphs as  
9 though fully set forth herein.

10 105. MOBE owns valid copyrights and exclusive rights under 17 U.S.C. § 106 to  
11 step 3 of the 21 Step Documents, step 3 of the 2013 21 Step Videos, step 3 of the 2014 21  
12 Step Slides, and step 3 of the Current 21 Step Videos, all of which are original works of  
13 authorship.

14 106. Upon information and belief, Force and Digital Altitude had access to step 3  
15 of MOBE's 21 Step Documents and, without the permission or consent of MOBE, Force  
16 and Digital Altitude copied original expression contained in step 3 of MOBE's 21 Step  
17 Documents to create step 3 of the Aspire Videos, in violation of at least 17 U.S.C. §§ 106  
18 and 501.

19 107. Upon information and belief, Force and Digital Altitude had access to step 3  
20 of MOBE's 2013 21 Step Videos and, without the permission or consent of MOBE,  
21 Force and Digital Altitude copied original expression contained in step 3 of MOBE's  
22 2013 21 Step Videos to create step 3 of the Aspire Videos, in violation of at least 17  
23 U.S.C. §§ 106 and 501.

24 108. Upon information and belief, Force and Digital Altitude had access to step 3  
25 of MOBE's 2014 21 Step Slides and, without the permission or consent of MOBE, Force  
26 and Digital Altitude copied original expression contained in step 3 of MOBE's 2014 21  
27 Step Slides to create step 3 of the Aspire Videos, in violation of at least 17 U.S.C. §§ 106  
28 and 501.

1           109. Upon information and belief, Force and Digital Altitude had access to step 3  
2 of MOBE’s Current 21 Step Videos and, without the permission or consent of MOBE,  
3 Force and Digital Altitude copied original expression contained in step 3 of MOBE’s  
4 Current 21 Step Videos to create step 3 of the Aspire Videos, in violation of at least 17  
5 U.S.C. §§ 106 and 501.

6           110. Upon information and belief, Force—as the founder and owner of Digital  
7 Altitude and having a significant financial interest in the success of Digital Altitude—  
8 personally, willfully, and knowingly participated in the aforementioned acts of copyright  
9 infringement. As such, Force is personally liable for the aforementioned acts of copyright  
10 infringement.

11           111. Force’s and Digital Altitude’s infringement of MOBE’s rights in each of the  
12 aforementioned copyrighted works constitutes a separate and distinct act of infringement.

13           112. Force’s and Digital Altitude’s acts of infringement are willful, intentional,  
14 and purposeful, and in disregard of, and with indifference to, MOBE’s rights.

15           113. As a result of Force’s and Digital Altitude’s willful copyright infringement,  
16 MOBE has been, and will continue to be, irreparably harmed.

17           114. Unless enjoined by this Court, Force and Digital Altitude will continue to  
18 willfully and intentionally infringe MOBE’s proprietary rights in the 21 Step Documents,  
19 the 2013 21 Step Videos, the 2014 21 Step Slides, the 2013 21 Step Videos, and the  
20 Current 21 Step Videos.

21           115. By reason of their infringement of MOBE’s copyrights as alleged herein,  
22 Force and Digital Altitude are liable to MOBE for the actual damages incurred by MOBE  
23 as a result of the infringement, and for any profits of Force and Digital Altitude directly  
24 or indirectly attributable to such infringement.

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**CLAIM 4: COPYRIGHT INFRINGEMENT**

**(Against Digital Altitude and Michael Force For Actions Relating To  
The Creation And Dissemination Of The Step 4 Aspire Video)**

116. MOBE hereby realleges and incorporates the foregoing paragraphs as though fully set forth herein.

117. MOBE owns valid copyrights and exclusive rights under 17 U.S.C. § 106 to step 4 of the 21 Step Documents, step 4 of the 2013 21 Step Videos, step 4 of the 2014 21 Step Slides, and step 4 of the Current 21 Step Videos, all of which are original works of authorship.

118. Upon information and belief, Force and Digital Altitude had access to step 4 of MOBE’s 21 Step Documents and, without the permission or consent of MOBE, Force and Digital Altitude copied original expression contained in step 4 of MOBE’s 21 Step Documents to create step 4 of the Aspire Videos, in violation of at least 17 U.S.C. §§ 106 and 501.

119. Upon information and belief, Force and Digital Altitude had access to step 4 of MOBE’s 2013 21 Step Videos and, without the permission or consent of MOBE, Force and Digital Altitude copied original expression contained in step 4 of MOBE’s 2013 21 Step Videos to create step 4 of the Aspire Videos, in violation of at least 17 U.S.C. §§ 106 and 501.

120. Upon information and belief, Force and Digital Altitude had access to step 4 of MOBE’s 2014 21 Step Slides and, without the permission or consent of MOBE, Force and Digital Altitude copied original expression contained in step 4 of MOBE’s 2014 21 Step Slides to create step 4 of the Aspire Videos, in violation of at least 17 U.S.C. §§ 106 and 501.

121. Upon information and belief, Force and Digital Altitude had access to step 4 of MOBE’s Current 21 Step Videos and, without the permission or consent of MOBE, Force and Digital Altitude copied original expression contained in step 4 of MOBE’s

1 Current 21 Step Videos to create step 4 of the Aspire Videos, in violation of at least 17  
2 U.S.C. §§ 106 and 501.

3 122. Upon information and belief, Force—as the founder and owner of Digital  
4 Altitude and having a significant financial interest in the success of Digital Altitude—  
5 personally, willfully, and knowingly participated in the aforementioned acts of copyright  
6 infringement. As such, Force is personally liable for the aforementioned acts of copyright  
7 infringement.

8 123. Force’s and Digital Altitude’s infringement of MOBE’s rights in each of the  
9 aforementioned copyrighted works constitutes a separate and distinct act of infringement.

10 124. Force’s and Digital Altitude’s acts of infringement are willful, intentional,  
11 and purposeful, and in disregard of, and with indifference to, MOBE’s rights.

12 125. As a result of Force’s and Digital Altitude’s willful copyright infringement,  
13 MOBE has been, and will continue to be, irreparably harmed.

14 126. Unless enjoined by this Court, Force and Digital Altitude will continue to  
15 willfully and intentionally infringe MOBE’s proprietary rights in the 21 Step Documents,  
16 the 2013 21 Step Videos, the 2014 21 Step Slides, the 2013 21 Step Videos, and the  
17 Current 21 Step Videos.

18 127. By reason of their infringement of MOBE’s copyrights as alleged herein,  
19 Force and Digital Altitude are liable to MOBE for the actual damages incurred by MOBE  
20 as a result of the infringement, and for any profits of Force and Digital Altitude directly  
21 or indirectly attributable to such infringement.

22 **CLAIM 5: COPYRIGHT INFRINGEMENT**

23 **(Against Digital Altitude and Michael Force For Actions Relating To**  
24 **The Creation And Dissemination Of The Step 5 Aspire Video)**

25 128. MOBE hereby realleges and incorporates the foregoing paragraphs as  
26 though fully set forth herein.

27 129. MOBE owns valid copyrights and exclusive rights under 17 U.S.C. § 106 to  
28 step 5 of the 21 Step Documents, step 5 of the 2013 21 Step Videos, step 5 of the 2014 21

1 Step Slides, and step 5 of the Current 21 Step Videos, all of which are original works of  
2 authorship.

3 130. Upon information and belief, Force and Digital Altitude had access to step 5  
4 of MOBE's 21 Step Documents and, without the permission or consent of MOBE, Force  
5 and Digital Altitude copied original expression contained in step 5 of MOBE's 21 Step  
6 Documents to create step 5 of the Aspire Videos, in violation of at least 17 U.S.C. §§ 106  
7 and 501.

8 131. Upon information and belief, Force and Digital Altitude had access to step 5  
9 of MOBE's 2013 21 Step Videos and, without the permission or consent of MOBE,  
10 Force and Digital Altitude copied original expression contained in step 5 of MOBE's  
11 2013 21 Step Videos to create step 5 of the Aspire Videos, in violation of at least 17  
12 U.S.C. §§ 106 and 501.

13 132. Upon information and belief, Force and Digital Altitude had access to step 5  
14 of MOBE's 2014 21 Step Slides and, without the permission or consent of MOBE, Force  
15 and Digital Altitude copied original expression contained in step 5 of MOBE's 2014 21  
16 Step Slides to create step 5 of the Aspire Videos, in violation of at least 17 U.S.C. §§ 106  
17 and 501.

18 133. Upon information and belief, Force and Digital Altitude had access to step 5  
19 of MOBE's Current 21 Step Videos and, without the permission or consent of MOBE,  
20 Force and Digital Altitude copied original expression contained in step 5 of MOBE's  
21 Current 21 Step Videos to create step 5 of the Aspire Videos, in violation of at least 17  
22 U.S.C. §§ 106 and 501.

23 134. Upon information and belief, Force—as the founder and owner of Digital  
24 Altitude and having a significant financial interest in the success of Digital Altitude—  
25 personally, willfully, and knowingly participated in the aforementioned acts of copyright  
26 infringement. As such, Force is personally liable for the aforementioned acts of copyright  
27 infringement.

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1 135. Force's and Digital Altitude's infringement of MOBE's rights in each of the  
2 aforementioned copyrighted works constitutes a separate and distinct act of infringement.

3 136. Force's and Digital Altitude's acts of infringement are willful, intentional,  
4 and purposeful, and in disregard of, and with indifference to, MOBE's rights.

5 137. As a result of Force's and Digital Altitude's willful copyright infringement,  
6 MOBE has been, and will continue to be, irreparably harmed.

7 138. Unless enjoined by this Court, Force and Digital Altitude will continue to  
8 willfully and intentionally infringe MOBE's proprietary rights in the 21 Step Documents,  
9 the 2013 21 Step Videos, the 2014 21 Step Slides, the 2013 21 Step Videos, and the  
10 Current 21 Step Videos.

11 139. By reason of their infringement of MOBE's copyrights as alleged herein,  
12 Force and Digital Altitude are liable to MOBE for the actual damages incurred by MOBE  
13 as a result of the infringement, and for any profits of Force and Digital Altitude directly  
14 or indirectly attributable to such infringement.

15 **CLAIM 6: COPYRIGHT INFRINGEMENT**

16 **(Against Digital Altitude and Michael Force For Actions Relating To**  
17 **The Creation And Dissemination Of The Step 6 Aspire Video)**

18 140. MOBE hereby realleges and incorporates the foregoing paragraphs as  
19 though fully set forth herein.

20 141. MOBE owns valid copyrights and exclusive rights under 17 U.S.C. § 106 to  
21 step 6 of the 21 Step Documents, step 6 of the 2013 21 Step Videos, step 6 of the 2014 21  
22 Step Slides, and step 6 of the Current 21 Step Videos, all of which are original works of  
23 authorship.

24 142. Upon information and belief, Force and Digital Altitude had access to step 6  
25 of MOBE's 2014 21 Step Slides and, without the permission or consent of MOBE, Force  
26 and Digital Altitude copied original expression contained in step 6 of MOBE's 2014 21  
27 Step Slides to create step 6 of the Aspire Videos, in violation of at least 17 U.S.C. §§ 106  
28 and 501.

1 143. Upon information and belief, Force and Digital Altitude had access to step 6  
2 of MOBE’s Current 21 Step Videos and, without the permission or consent of MOBE,  
3 Force and Digital Altitude copied original expression contained in step 6 of MOBE’s  
4 Current 21 Step Videos to create step 6 of the Aspire Videos, in violation of at least 17  
5 U.S.C. §§ 106 and 501.

6 144. Upon information and belief, Force—as the founder and owner of Digital  
7 Altitude and having a significant financial interest in the success of Digital Altitude—  
8 personally, willfully, and knowingly participated in the aforementioned acts of copyright  
9 infringement. As such, Force is personally liable for the aforementioned acts of copyright  
10 infringement.

11 145. Force’s and Digital Altitude’s infringement of MOBE’s rights in each of the  
12 aforementioned copyrighted works constitutes a separate and distinct act of infringement.

13 146. Force’s and Digital Altitude’s acts of infringement are willful, intentional,  
14 and purposeful, and in disregard of, and with indifference to, MOBE’s rights.

15 147. As a result of Force’s and Digital Altitude’s willful copyright infringement,  
16 MOBE has been, and will continue to be, irreparably harmed.

17 148. Unless enjoined by this Court, Force and Digital Altitude will continue to  
18 willfully and intentionally infringe MOBE’s proprietary rights in the 21 Step Documents,  
19 the 2013 21 Step Videos, the 2014 21 Step Slides, the 2013 21 Step Videos, and the  
20 Current 21 Step Videos.

21 149. By reason of their infringement of MOBE’s copyrights as alleged herein,  
22 Force and Digital Altitude are liable to MOBE for the actual damages incurred by MOBE  
23 as a result of the infringement, and for any profits of Force and Digital Altitude directly  
24 or indirectly attributable to such infringement.

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**CLAIM 7: COPYRIGHT INFRINGEMENT**

**(Against Digital Altitude and Michael Force For Actions Relating To  
The Creation And Dissemination Of The Step 9 Aspire Video)**

150. MOBE hereby realleges and incorporates the foregoing paragraphs as though fully set forth herein.

151. MOBE owns valid copyrights and exclusive rights under 17 U.S.C. § 106 to step 9 of the 21 Step Documents, step 9 of the 2013 21 Step Videos, step 9 of the 2014 21 Step Slides, and step 9 of the Current 21 Step Videos, all of which are original works of authorship.

152. Upon information and belief, Force and Digital Altitude had access to step 9 of MOBE’s Current 21 Step Videos and, without the permission or consent of MOBE, Force and Digital Altitude copied original expression contained in step 9 of MOBE’s Current 21 Step Videos to create step 9 of the Aspire Videos, in violation of at least 17 U.S.C. §§ 106 and 501.

153. Upon information and belief, Force—as the founder and owner of Digital Altitude and having a significant financial interest in the success of Digital Altitude—personally, willfully, and knowingly participated in the aforementioned acts of copyright infringement. As such, Force is personally liable for the aforementioned acts of copyright infringement.

154. Force’s and Digital Altitude’s infringement of MOBE’s rights in each of the aforementioned copyrighted works constitutes a separate and distinct act of infringement.

155. Force’s and Digital Altitude’s acts of infringement are willful, intentional, and purposeful, and in disregard of, and with indifference to, MOBE’s rights.

156. As a result of Force’s and Digital Altitude’s willful copyright infringement, MOBE has been, and will continue to be, irreparably harmed.

157. Unless enjoined by this Court, Force and Digital Altitude will continue to willfully and intentionally infringe MOBE’s proprietary rights in the 21 Step Documents,

1 the 2013 21 Step Videos, the 2014 21 Step Slides, the 2013 21 Step Videos, and the  
2 Current 21 Step Videos.

3 158. By reason of their infringement of MOBE's copyrights as alleged herein,  
4 Force and Digital Altitude are liable to MOBE for the actual damages incurred by MOBE  
5 as a result of the infringement, and for any profits of Force and Digital Altitude directly  
6 or indirectly attributable to such infringement.

7 **CLAIM 8: COPYRIGHT INFRINGEMENT**

8 **(Against Digital Altitude and Michael Force For Actions Relating To**  
9 **The Creation And Dissemination Of The Step 10 Aspire Video)**

10 159. MOBE hereby realleges and incorporates the foregoing paragraphs as  
11 though fully set forth herein.

12 160. MOBE owns valid copyrights and exclusive rights under 17 U.S.C. § 106 to  
13 step 10 of the 21 Step Documents, step 10 of the 2013 21 Step Videos, step 10 of the  
14 2014 21 Step Slides, and step 10 of the Current 21 Step Videos, all of which are original  
15 works of authorship.

16 161. Upon information and belief, Force and Digital Altitude had access to step  
17 10 of MOBE's Current 21 Step Videos and, without the permission or consent of MOBE,  
18 Force and Digital Altitude copied original expression contained in step 10 of MOBE's  
19 Current 21 Step Videos to create step 10 of the Aspire Videos, in violation of at least 17  
20 U.S.C. §§ 106 and 501.

21 162. Upon information and belief, Force—as the founder and owner of Digital  
22 Altitude and having a significant financial interest in the success of Digital Altitude—  
23 personally, willfully, and knowingly participated in the aforementioned acts of copyright  
24 infringement. As such, Force is personally liable for the aforementioned acts of copyright  
25 infringement.

26 163. Force's and Digital Altitude's infringement of MOBE's rights in each of the  
27 aforementioned copyrighted works constitutes a separate and distinct act of infringement.  
28

1 164. Force's and Digital Altitude's acts of infringement are willful, intentional,  
2 and purposeful, and in disregard of, and with indifference to, MOBE's rights.

3 165. As a result of Force's and Digital Altitude's willful copyright infringement,  
4 MOBE has been, and will continue to be, irreparably harmed.

5 166. Unless enjoined by this Court, Force and Digital Altitude will continue to  
6 willfully and intentionally infringe MOBE's proprietary rights in the 21 Step Documents,  
7 the 2013 21 Step Videos, the 2014 21 Step Slides, the 2013 21 Step Videos, and the  
8 Current 21 Step Videos.

9 167. By reason of their infringement of MOBE's copyrights as alleged herein,  
10 Force and Digital Altitude are liable to MOBE for the actual damages incurred by MOBE  
11 as a result of the infringement, and for any profits of Force and Digital Altitude directly  
12 or indirectly attributable to such infringement.

13 **CLAIM 9: COPYRIGHT INFRINGEMENT**

14 **(Against Digital Altitude and Michael Force For Actions Relating To**  
15 **The Creation And Dissemination Of The Step 11 Aspire Video)**

16 168. MOBE hereby realleges and incorporates the foregoing paragraphs as  
17 though fully set forth herein.

18 169. MOBE owns valid copyrights and exclusive rights under 17 U.S.C. § 106 to  
19 step 11 of the 21 Step Documents, step 11 of the 2013 21 Step Videos, step 11 of the  
20 2014 21 Step Slides, and step 11 of the Current 21 Step Videos, all of which are original  
21 works of authorship.

22 170. Upon information and belief, Force and Digital Altitude had access to step  
23 11 of MOBE's Current 21 Step Videos and, without the permission or consent of MOBE,  
24 Force and Digital Altitude copied original expression contained in step 11 of MOBE's  
25 Current 21 Step Videos to create step 11 of the Aspire Videos, in violation of at least 17  
26 U.S.C. §§ 106 and 501.

27 171. Upon information and belief, Force—as the founder and owner of Digital  
28 Altitude and having a significant financial interest in the success of Digital Altitude—

1 personally, willfully, and knowingly participated in the aforementioned acts of copyright  
2 infringement. As such, Force is personally liable for the aforementioned acts of copyright  
3 infringement.

4 172. Force's and Digital Altitude's infringement of MOBE's rights in each of the  
5 aforementioned copyrighted works constitutes a separate and distinct act of infringement.

6 173. Force's and Digital Altitude's acts of infringement are willful, intentional,  
7 and purposeful, and in disregard of, and with indifference to, MOBE's rights.

8 174. As a result of Force's and Digital Altitude's willful copyright infringement,  
9 MOBE has been, and will continue to be, irreparably harmed.

10 175. Unless enjoined by this Court, Force and Digital Altitude will continue to  
11 willfully and intentionally infringe MOBE's proprietary rights in the 21 Step Documents,  
12 the 2013 21 Step Videos, the 2014 21 Step Slides, the 2013 21 Step Videos, and the  
13 Current 21 Step Videos.

14 176. By reason of their infringement of MOBE's copyrights as alleged herein,  
15 Force and Digital Altitude are liable to MOBE for the actual damages incurred by MOBE  
16 as a result of the infringement, and for any profits of Force and Digital Altitude directly  
17 or indirectly attributable to such infringement.

18 **CLAIM 10: COPYRIGHT INFRINGEMENT**

19 **(Against Digital Altitude and Michael Force For Actions Relating To**  
20 **The Creation And Dissemination Of The Step 12 Aspire Video)**

21 177. MOBE hereby realleges and incorporates the foregoing paragraphs as  
22 though fully set forth herein.

23 178. MOBE owns valid copyrights and exclusive rights under 17 U.S.C. § 106 to  
24 step 12 of the 21 Step Documents, step 12 of the 2013 21 Step Videos, step 12 of the  
25 2014 21 Step Slides, and step 12 of the Current 21 Step Videos, all of which are original  
26 works of authorship.

27 179. Upon information and belief, Force and Digital Altitude had access to step  
28 12 of MOBE's Current 21 Step Videos and, without the permission or consent of MOBE,

1 Force and Digital Altitude copied original expression contained in step 12 of MOBE's  
2 Current 21 Step Videos to create step 12 of the Aspire Videos, in violation of at least 17  
3 U.S.C. §§ 106 and 501.

4 180. Upon information and belief, Force—as the founder and owner of Digital  
5 Altitude and having a significant financial interest in the success of Digital Altitude—  
6 personally, willfully, and knowingly participated in the aforementioned acts of copyright  
7 infringement. As such, Force is personally liable for the aforementioned acts of copyright  
8 infringement.

9 181. Force's and Digital Altitude's infringement of MOBE's rights in each of the  
10 aforementioned copyrighted works constitutes a separate and distinct act of infringement.

11 182. Force's and Digital Altitude's acts of infringement are willful, intentional,  
12 and purposeful, and in disregard of, and with indifference to, MOBE's rights.

13 183. As a result of Force's and Digital Altitude's willful copyright infringement,  
14 MOBE has been, and will continue to be, irreparably harmed.

15 184. Unless enjoined by this Court, Force and Digital Altitude will continue to  
16 willfully and intentionally infringe MOBE's proprietary rights in the 21 Step Documents,  
17 the 2013 21 Step Videos, the 2014 21 Step Slides, the 2013 21 Step Videos, and the  
18 Current 21 Step Videos.

19 185. By reason of their infringement of MOBE's copyrights as alleged herein,  
20 Force and Digital Altitude are liable to MOBE for the actual damages incurred by MOBE  
21 as a result of the infringement, and for any profits of Force and Digital Altitude directly  
22 or indirectly attributable to such infringement.

23 **CLAIM 11: COPYRIGHT INFRINGEMENT**

24 **(Against Digital Altitude and Michael Force For Actions Relating To**  
25 **The Creation And Dissemination Of The Step 14 Aspire Video)**

26 186. MOBE hereby realleges and incorporates the foregoing paragraphs as  
27 though fully set forth herein.  
28

1 187. MOBE owns valid copyrights and exclusive rights under 17 U.S.C. § 106 to  
2 step 14 of the 21 Step Documents, step 14 of the 2013 21 Step Videos, step 14 of the  
3 2014 21 Step Slides, and step 14 of the Current 21 Step Videos, all of which are original  
4 works of authorship.

5 188. Upon information and belief, Force and Digital Altitude had access to step  
6 14 of MOBE's 2014 21 Step Slides and, without the permission or consent of MOBE,  
7 Force and Digital Altitude copied original expression contained in step 14 of MOBE's  
8 2014 21 Step Slides to create step 14 of the Aspire Videos, in violation of at least 17  
9 U.S.C. §§ 106 and 501.

10 189. Upon information and belief, Force and Digital Altitude had access to step  
11 14 of MOBE's Current 21 Step Videos and, without the permission or consent of MOBE,  
12 Force and Digital Altitude copied original expression contained in step 14 of MOBE's  
13 Current 21 Step Videos to create step 14 of the Aspire Videos, in violation of at least 17  
14 U.S.C. §§ 106 and 501.

15 190. Upon information and belief, Force—as the founder and owner of Digital  
16 Altitude and having a significant financial interest in the success of Digital Altitude—  
17 personally, willfully, and knowingly participated in the aforementioned acts of copyright  
18 infringement. As such, Force is personally liable for the aforementioned acts of copyright  
19 infringement.

20 191. Force's and Digital Altitude's infringement of MOBE's rights in each of the  
21 aforementioned copyrighted works constitutes a separate and distinct act of infringement.

22 192. Force's and Digital Altitude's acts of infringement are willful, intentional,  
23 and purposeful, and in disregard of, and with indifference to, MOBE's rights.

24 193. As a result of Force's and Digital Altitude's willful copyright infringement,  
25 MOBE has been, and will continue to be, irreparably harmed.

26 194. Unless enjoined by this Court, Force and Digital Altitude will continue to  
27 willfully and intentionally infringe MOBE's proprietary rights in the 21 Step Documents,  
28

1 the 2013 21 Step Videos, the 2014 21 Step Slides, the 2013 21 Step Videos, and the  
2 Current 21 Step Videos.

3 195. By reason of their infringement of MOBE's copyrights as alleged herein,  
4 Force and Digital Altitude are liable to MOBE for the actual damages incurred by MOBE  
5 as a result of the infringement, and for any profits of Force and Digital Altitude directly  
6 or indirectly attributable to such infringement.

7 **CLAIM 12: COPYRIGHT INFRINGEMENT**

8 **(Against Digital Altitude and Michael Force For Actions Relating To**  
9 **The Creation And Dissemination Of The Step 15 Aspire Video)**

10 196. MOBE hereby realleges and incorporates the foregoing paragraphs as  
11 though fully set forth herein.

12 197. MOBE owns valid copyrights and exclusive rights under 17 U.S.C. § 106 to  
13 step 15 of the 21 Step Documents, step 15 of the 2013 21 Step Videos, step 15 of the  
14 2014 21 Step Slides, and step 15 of the Current 21 Step Videos, all of which are original  
15 works of authorship.

16 198. Upon information and belief, Force and Digital Altitude had access to step  
17 15 of MOBE's 2014 21 Step Slides and, without the permission or consent of MOBE,  
18 Force and Digital Altitude copied original expression contained in step 15 of MOBE's  
19 2014 21 Step Slides to create step 15 of the Aspire Videos, in violation of at least 17  
20 U.S.C. §§ 106 and 501.

21 199. Upon information and belief, Force and Digital Altitude had access to step  
22 15 of MOBE's Current 21 Step Videos and, without the permission or consent of MOBE,  
23 Force and Digital Altitude copied original expression contained in step 15 of MOBE's  
24 Current 21 Step Videos to create step 15 of the Aspire Videos, in violation of at least 17  
25 U.S.C. §§ 106 and 501.

26 200. Upon information and belief, Force—as the founder and owner of Digital  
27 Altitude and having a significant financial interest in the success of Digital Altitude—  
28 personally, willfully, and knowingly participated in the aforementioned acts of copyright

1 infringement. As such, Force is personally liable for the aforementioned acts of copyright  
2 infringement.

3 201. Force's and Digital Altitude's infringement of MOBE's rights in each of the  
4 aforementioned copyrighted works constitutes a separate and distinct act of infringement.

5 202. Force's and Digital Altitude's acts of infringement are willful, intentional,  
6 and purposeful, and in disregard of, and with indifference to, MOBE's rights.

7 203. As a result of Force's and Digital Altitude's willful copyright infringement,  
8 MOBE has been, and will continue to be, irreparably harmed.

9 204. Unless enjoined by this Court, Force and Digital Altitude will continue to  
10 willfully and intentionally infringe MOBE's proprietary rights in the 21 Step Documents,  
11 the 2013 21 Step Videos, the 2014 21 Step Slides, the 2013 21 Step Videos, and the  
12 Current 21 Step Videos.

13 205. By reason of their infringement of MOBE's copyrights as alleged herein,  
14 Force and Digital Altitude are liable to MOBE for the actual damages incurred by MOBE  
15 as a result of the infringement, and for any profits of Force and Digital Altitude directly  
16 or indirectly attributable to such infringement.

17 **CLAIM 13: COPYRIGHT INFRINGEMENT**

18 **(Against Digital Altitude and Michael Force For Actions Relating To**  
19 **The Creation And Dissemination Of The Step 16 Aspire Video)**

20 206. MOBE hereby realleges and incorporates the foregoing paragraphs as  
21 though fully set forth herein.

22 207. MOBE owns valid copyrights and exclusive rights under 17 U.S.C. § 106 to  
23 step 16 of the 21 Step Documents, step 16 of the 2013 21 Step Videos, step 16 of the  
24 2014 21 Step Slides, and step 16 of the Current 21 Step Videos, all of which are original  
25 works of authorship.

26 208. Upon information and belief, Force and Digital Altitude had access to step  
27 16 of MOBE's 2014 21 Step Slides and, without the permission or consent of MOBE,  
28 Force and Digital Altitude copied original expression contained in step 16 of MOBE's

1 2014 21 Step Slides to create step 16 of the Aspire Videos, in violation of at least 17  
2 U.S.C. §§ 106 and 501.

3 209. Upon information and belief, Force and Digital Altitude had access to step  
4 16 of MOBE's Current 21 Step Videos and, without the permission or consent of MOBE,  
5 Force and Digital Altitude copied original expression contained in step 16 of MOBE's  
6 Current 21 Step Videos to create step 16 of the Aspire Videos, in violation of at least 17  
7 U.S.C. §§ 106 and 501.

8 210. Upon information and belief, Force—as the founder and owner of Digital  
9 Altitude and having a significant financial interest in the success of Digital Altitude—  
10 personally, willfully, and knowingly participated in the aforementioned acts of copyright  
11 infringement. As such, Force is personally liable for the aforementioned acts of copyright  
12 infringement.

13 211. Force's and Digital Altitude's infringement of MOBE's rights in each of the  
14 aforementioned copyrighted works constitutes a separate and distinct act of infringement.

15 212. Force's and Digital Altitude's acts of infringement are willful, intentional,  
16 and purposeful, and in disregard of, and with indifference to, MOBE's rights.

17 213. As a result of Force's and Digital Altitude's willful copyright infringement,  
18 MOBE has been, and will continue to be, irreparably harmed.

19 214. Unless enjoined by this Court, Force and Digital Altitude will continue to  
20 willfully and intentionally infringe MOBE's proprietary rights in the 21 Step Documents,  
21 the 2013 21 Step Videos, the 2014 21 Step Slides, the 2013 21 Step Videos, and the  
22 Current 21 Step Videos.

23 215. By reason of their infringement of MOBE's copyrights as alleged herein,  
24 Force and Digital Altitude are liable to MOBE for the actual damages incurred by MOBE  
25 as a result of the infringement, and for any profits of Force and Digital Altitude directly  
26 or indirectly attributable to such infringement.

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**CLAIM 14: COPYRIGHT INFRINGEMENT**

**(Against Digital Altitude and Michael Force For Actions Relating To  
The Creation And Dissemination Of The Step 18 Aspire Video)**

216. MOBE hereby realleges and incorporates the foregoing paragraphs as though fully set forth herein.

217. MOBE owns valid copyrights and exclusive rights under 17 U.S.C. § 106 to step 18 of the 21 Step Documents, step 18 of the 2013 21 Step Videos, step 18 of the 2014 21 Step Slides, and step 18 of the Current 21 Step Videos, all of which are original works of authorship.

218. Upon information and belief, Force and Digital Altitude had access to step 18 of MOBE’s 21 Step Documents and, without the permission or consent of MOBE, Force and Digital Altitude copied original expression contained in step 18 of MOBE’s 21 Step Documents to create step 18 of the Aspire Videos, in violation of at least 17 U.S.C. §§ 106 and 501.

219. Upon information and belief, Force and Digital Altitude had access to step 18 of MOBE’s 2013 21 Step Videos and, without the permission or consent of MOBE, Force and Digital Altitude copied original expression contained in step 18 of MOBE’s 2013 21 Step Videos to create step 18 of the Aspire Videos, in violation of at least 17 U.S.C. §§ 106 and 501.

220. Upon information and belief, Force and Digital Altitude had access to step 18 of MOBE’s 2014 21 Step Slides and, without the permission or consent of MOBE, Force and Digital Altitude copied original expression contained in step 18 of MOBE’s 2014 21 Step Slides to create step 18 of the Aspire Videos, in violation of at least 17 U.S.C. §§ 106 and 501.

221. Upon information and belief, Force and Digital Altitude had access to step 18 of MOBE’s Current 21 Step Videos and, without the permission or consent of MOBE, Force and Digital Altitude copied original expression contained in step 18 of MOBE’s

1 Current 21 Step Videos to create step 18 of the Aspire Videos, in violation of at least 17  
2 U.S.C. §§ 106 and 501.

3 222. Upon information and belief, Force—as the founder and owner of Digital  
4 Altitude and having a significant financial interest in the success of Digital Altitude—  
5 personally, willfully, and knowingly participated in the aforementioned acts of copyright  
6 infringement. As such, Force is personally liable for the aforementioned acts of copyright  
7 infringement.

8 223. Force’s and Digital Altitude’s infringement of MOBE’s rights in each of the  
9 aforementioned copyrighted works constitutes a separate and distinct act of infringement.

10 224. Force’s and Digital Altitude’s acts of infringement are willful, intentional,  
11 and purposeful, and in disregard of, and with indifference to, MOBE’s rights.

12 225. As a result of Force’s and Digital Altitude’s willful copyright infringement,  
13 MOBE has been, and will continue to be, irreparably harmed.

14 226. Unless enjoined by this Court, Force and Digital Altitude will continue to  
15 willfully and intentionally infringe MOBE’s proprietary rights in the 21 Step Documents,  
16 the 2013 21 Step Videos, the 2014 21 Step Slides, the 2013 21 Step Videos, and the  
17 Current 21 Step Videos.

18 227. By reason of their infringement of MOBE’s copyrights as alleged herein,  
19 Force and Digital Altitude are liable to MOBE for the actual damages incurred by MOBE  
20 as a result of the infringement, and for any profits of Force and Digital Altitude directly  
21 or indirectly attributable to such infringement.

22 **CLAIM 15: FEDERAL THEFT OF TRADE SECRETS**

23 **(Against Digital Altitude and Michael Force)**

24 228. MOBE hereby realleges and incorporates the foregoing paragraphs as  
25 though fully set forth herein.

26 229. MOBE has developed Confidential Lists, containing names and contact  
27 details for MOBE affiliates, customers, and staff.  
28

1           230. These Confidential Lists have significant economic value to MOBE, and this  
2 value is derived from not being generally known to the public or users other than MOBE.

3           231. These Confidential Lists are kept secure and secret by having access  
4 restricted only to employees who need to know, and who are required to agree to a  
5 comprehensive confidentiality agreement preventing the disclosure or unauthorized use  
6 of the Confidential Lists.

7           232. MOBE uses these Confidential Lists in interstate and foreign commerce to  
8 solicit, recruit, and maintain relationships with customers across different states and  
9 different countries.

10          233. Force knew or should have known that MOBE's Confidential Lists were  
11 trade secrets and kept strictly confidential.

12          234. On information and belief, Force, without any authorization from MOBE,  
13 took MOBE's Confidential Lists for the economic benefit of another knowing that taking  
14 the Confidential Lists for the economic benefit of another would cause injury to MOBE  
15 and intending the same in violation of at least 18 U.S.C. § 1832.

16          235. On information and belief, Digital Altitude received MOBE's Confidential  
17 Lists, using these lists for its own economic benefit knowing that the Customer Lists had  
18 been obtained without authorization from MOBE and knowing that receiving and using  
19 the Confidential Lists would cause injury to MOBE and intending the same in violation  
20 of at least 18 U.S.C. § 1832.

21          236. Unless enjoined by this Court, Digital Altitude will continue to willfully and  
22 intentionally use MOBE's Confidential Lists for its own economic gain.

23          237. By reason of their theft of MOBE's trade secrets, Defendants are liable to  
24 MOBE for the actual damages incurred by MOBE as a result of the theft, and for any  
25 profits directly or indirectly attributable to such theft.

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**CLAIM 16: INTENTIONAL INTERFERENCE**  
**WITH CONTRACTUAL RELATIONS**  
**(Against Digital Altitude and Michael Force)**

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4 238. MOBE hereby realleges and incorporates the foregoing paragraphs as  
5 though fully set forth herein.

6 239. On information and belief, Defendants knew of MOBE's confidentiality  
7 agreement and non-solicitation agreements and that MOBE independent contractors,  
8 affiliates and employees are required to sign these agreements.

9 240. On information and belief, Digital Altitude and Force knew of the  
10 contractual relationship contained in the confidentiality and non-solicitation agreements.

11 241. On information and belief, Digital Altitude and Force committed intentional  
12 acts designed to induce a breach or disruption of these contractual relationships.

13 242. On information and belief, Defendants' acts have resulted in actual breaches  
14 by individuals that previously worked for MOBE and that have been recruited to Digital  
15 Altitude.

16 243. Indeed, over the past several months, Digital Altitude has recruited at least  
17 30 of MOBE's top affiliates, which represent a significant amount of MOBE's new  
18 customers. Defendants' interference with MOBE's contractual relations has resulted in  
19 damage to MOBE in the form of at least lost income and loss of good will.

20 244. Unless enjoined by this Court, Defendants will continue to intentionally  
21 interfere with MOBE's contractual relations.

22 245. By reason of their interference, Defendants are liable to MOBE for the  
23 actual damages incurred by MOBE as a result of the intentional interference, and for any  
24 profits directly or indirectly attributable to such breach.

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**CLAIM 17: INTENTIONAL INTERFERENCE**  
**WITH PROSPECTIVE ECONOMIC ADVANTAGE**  
**(Against Digital Altitude and Michael Force)**

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4 246. MOBE hereby realleges and incorporates the foregoing paragraphs as  
5 though fully set forth herein.

6 247. Over the past several months, Digital Altitude has recruited at least 30 of  
7 MOBE's top affiliates, which represent a significant amount of MOBE's new customers.

8 248. MOBE had an economic relationship with these recruited affiliates that  
9 probably would have resulted in an economic benefit to MOBE.

10 249. On information and belief, Defendants knew or should have known of the  
11 relationship that MOBE had with the recruited affiliates.

12 250. On information and belief, Defendants intended to disrupt MOBE's  
13 economic relationship with the recruited affiliates.

14 251. On information and belief, Defendants have engaged in wrongful conduct in  
15 their attempt to disrupt MOBE's economic relationship with the recruited affiliates.  
16 Further, on information and belief, Defendants have induced other MOBE customers and  
17 staff to breach their contractual obligations contained in their confidentiality and non-  
18 solicitation agreements with MOBE as provided in Claim 21.

19 252. Defendants' actions have caused MOBE's relationship with these recruited  
20 individuals to be disrupted and MOBE has been harmed due to this disruption.

21 253. On information and belief, Defendants' wrongful conduct was a substantial  
22 factor in causing MOBE's harm.

23 254. Unless enjoined by this Court, Defendants will continue to intentionally  
24 interfere with MOBE's prospective economic advantage.

25 255. By reason of their interference, Defendants are liable to MOBE for the  
26 actual damages incurred by MOBE as a result of the intentional interference, and for any  
27 profits directly or indirectly attributable to such breach.  
28

**CLAIM 18: UNFAIR COMPETITION**

**(Against Digital Altitude and Michael Force)**

256. MOBE hereby realleges and incorporates the foregoing paragraphs as though fully set forth herein.

257. Defendants actions constitute unfair, unlawful, deceptive, or misleading practices in violation of California Business and Professions Code § 17200 et seq.

258. MOBE has suffered injury in fact and has lost money or property as a result of Defendants unfair and unlawful business practices in the form of damage to its good will, lost sales, and other actual damages.

259. Defendants' acts and conduct have caused, and continue to cause, MOBE to suffer irreparable harm.

260. Unless enjoined by this Court, Defendants will continue to willfully and intentionally violate California Business and Professions Code §17200 *et seq.* and continue to cause consumer confusion.

**PRAYER FOR RELIEF**

WHEREFORE, MOBE prays for judgment against Digital Altitude and Michael Force as follows:

A. For an order preliminarily and permanently enjoining and restraining Digital Altitude and Michael Force and their officers, agents, servants, employees, successors, and all those in active concert or participation with them, from:

- i. Distributing the Digital Altitude Aspire program steps identified within the above claims; and
- ii. Contacting any affiliate or customer of MOBE.

B. For a judgment that Digital Altitude and Michael Force have committed acts of copyright infringement in violation of 17 U.S.C. § 101 *et seq.*;

C. For a judgment finding Digital Altitude and Michael Force are in violation of 18 U.S.C. § 1832 *et seq.*;

1 D. For a judgment finding Digital Altitude and Michael Force have  
2 intentionally interfered with MOBE's contractual relations;

3 E. For a judgment finding Digital Altitude and Michael Force have  
4 intentionally interfered with MOBE's prospective economic advantage;

5 F. For a judgment finding Digital Altitude and Michael Force have committed  
6 acts of unfair competition;

7 G. For an award of compensatory and statutory damages, unjust enrichment  
8 damages, costs, and reasonable attorneys' fees in accordance with 17 U.S.C. §§ 504 and  
9 505, 18 U.S.C. §§ 1836, Cal. Civ. Code § 3426 and other applicable law;

10 H. For an award of disgorgement of profits by Digital Altitude and Michael  
11 Force that are attributable to their copyright infringement, misappropriation of trade  
12 secrets, intentional interference with contract; intentional interference with perspective  
13 economic advantage, and unfair competition;

14 I. For an award of exemplary damages, pursuant to 18 U.S.C. § 1836 and other  
15 applicable law;

16 J. For damages in an amount to be determined at trial for unfair competition in  
17 violation of California Business and Professions Code § 17200 *et seq.*;

18 K. For an award of punitive damages, pursuant to all applicable state statutory  
19 and common law;

20 L. For damages in an amount to be determined at trial for breach of contract  
21 and intentional interference with contract;

22 M. For an award of MOBE's costs in bringing this action, pursuant to all  
23 applicable statutory and common law, including at least 15 U.S.C. § 1117(a);

24 N. For a judgment declaring this case exceptional and awarding MOBE its  
25 attorneys' fees pursuant to 15 U.S.C. § 1117(a);

26 O. For prejudgment interest, pursuant to at least California Civil Code § 3287;

27 P. For post-judgment interest, pursuant to at least 28 U.S.C. § 1961(a); and

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

**DEMAND FOR JURY**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, MOBE demands TRIAL BY JURY of all issues so triable.

DATED: August 1, 2016

Tyson K. Hottinger  
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By:           /s/ Tyson K. Hottinger            
Tyson K. Hottinger  
Attorneys for MOBE, Ltd.

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