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23 **UNITED STATES DISTRICT COURT**  
24 **CENTRAL DISTRICT OF CALIFORNIA**  
25 **(Southern Division)**

26 JOHN UNDERWOOD, )

27 Plaintiff, )

28 v. )

JULIEN COALLIER, )

Defendant, )

**Civil Action No. 8:25-cv-207**

**COMPLAINT FOR  
DECLARATORY  
RELIEF AND DAMAGES**

**DEMAND FOR JURY  
TRIAL**

1 **INTRODUCTION**

2 1. Pursuant to the Copyright Act (17 U.S.C. §§ 101 et seq.) and 28 U.S.C.  
3 §§ 1331 and 1338, this action for declaratory relief and damages is brought against  
4 defendant Julien Coallier. It arises from unfounded assertions of copyright infringement  
5 made by defendant against plaintiff John Underwood for videos of Shakespeare  
6 performances that Underwood posted to YouTube.

7 2. In 2012, defendant registered a copyright for what he claimed were  
8 “translations” of the plays of William Shakespeare. In 2024, defendant sent copyright  
9 takedown notices to YouTube for two videos of Shakespeare performances posted by  
10 Underwood. Defendant also sent legal threats to Underwood. In emails between the  
11 parties, defendant made extraordinary claims, including that he “own[ed] rights over all  
12 [Shakespeare] plays” and that “any claim Shakespeare is public domain is false as fact.”

13 3. In 2013 and 2017, Underwood made audio and video recordings of  
14 performances by the California nonprofit Shakespeare by the Sea company, with its  
15 permission, of the Shakespeare plays *All’s Well That Ends Well* and *The Taming of the*  
16 *Shrew*. Underwood posted the recordings to his personal YouTube channel. Over the  
17 past several years, he has posted 19 distinct recordings of performances of Shakespeare  
18 by the Sea plays to his channel, all with the permission of Shakespeare by the Sea.

19 4. On February 19, 2024, defendant submitted a takedown notice to YouTube  
20 under the Digital Millennium Copyright Act (“DMCA”), 17 U.S.C. § 512(c), claiming  
21 that Underwood’s 2013 and 2017 recordings of *All’s Well That Ends Well* and *The*  
22 *Taming of the Shrew*, along with scores of other Shakespeare recordings by different  
23 people on different YouTube channels, infringed his copyright in his “translations” of  
24 Shakespearean dramas. In ensuing correspondence with Underwood and his colleague  
25 Jeffrey Whitten, defendant contended that posting any other recordings of Shakespeare  
26 performances on YouTube would similarly infringe his copyright.

27 5. Shakespeare by the Sea did not copy defendant’s work. On information and  
28 belief, Shakespeare by the Sea created the scripts for its performances by working from

1 the original versions of Shakespeare’s plays or from various non-copyrighted modern  
2 editions, all of which are in the public domain. Shakespeare by the Sea has also been  
3 performing *The Taming of the Shrew* since at least 1999, well before defendant  
4 registered his copyright. Hence, the recordings of Shakespeare by the Sea performances  
5 that Underwood posted do not infringe defendant’s purported copyright, even assuming  
6 that such copyright is valid.

7 6. Underwood now asks the Court for a judgment declaring that he is not liable  
8 for copyright infringement, and for damages for defendant’s misrepresentation of  
9 copyright claims pursuant to Section 512(f) of the DMCA.

10 **PARTIES**

11 7. Plaintiff John Underwood is an individual who lives in Los Alamitos,  
12 California.

13 8. On information and belief, defendant Julien Coallier is an individual who  
14 lives in Flin Flon, Manitoba in Canada.

15 **JURISDICTION AND VENUE**

16 9. A definite, substantial, and concrete controversy exists within this Court’s  
17 jurisdiction between the parties concerning Underwood’s and defendant’s rights under  
18 the United States Copyright Act of 1976, 17 U.S.C. §§ 101 et seq. Defendant filed a  
19 DMCA takedown notice charging Underwood with infringing his copyright, and he  
20 repeated that charge in subsequent correspondence, contending that defendant is entitled  
21 to a five percent royalty on all Shakespeare performances.

22 10. This action for declaratory judgment arises under the Copyright Act and  
23 the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202.

24 11. This action for misrepresentation of copyright claims arises under  
25 17 U.S.C. § 512(f).

26 12. This Court has original jurisdiction over the subject matter of this action  
27 pursuant to the Copyright Act (17 U.S.C. §§ 101 et seq.) and 28 U.S.C. §§ 1331 and  
28 1338.



1 17. Prior to the controversy at issue, Underwood’s YouTube channel carried  
2 19 separate recordings of Shakespeare performances. None of the videos are monetized.  
3 Instead, the recordings have been widely viewed for free in the community and have  
4 served as a valuable educational tool for local teachers and students.

5 18. Among other recordings, Underwood posted a 2013 recording of  
6 Shakespeare by the Sea’s performance of *All’s Well That Ends Well* and a 2017  
7 recording of Shakespeare by the Sea’s performance of *The Taming of the Shrew* (the  
8 “Shakespeare Play Recordings”).

9 19. In 2012, defendant registered with the United States Copyright Office a set  
10 of Shakespeare plays that he claimed were “[t]ranslated from poem formation to play  
11 formation.” That registration is attached as Exhibit A.

12 20. On February 19, 2024, defendant sent a takedown notice pursuant to  
13 DMCA Section 512(c) to YouTube at its headquarters in Mountain View, California.  
14 Defendant asserted that 50 videos posted to YouTube, including the Shakespeare Play  
15 Recordings, infringed defendant’s copyright in the complete plays of William  
16 Shakespeare.

17 21. In his notice, defendant claimed that his copyright extends to “[a]ll  
18 Shakespeare [p]lays.” He professed a “good faith belief, backed by government  
19 copyrights, that the material in the manner complained is not authorized by the copyright  
20 owner, its agent, or the law, since 2012” and that “[t]he information in the notification  
21 is accurate. And I swear under penalty of perjury, that I am, or am authorized to action  
22 behalf of, the owner of an exclusive right that is infringed.” That notification is attached  
23 as Exhibit B.

24 22. On February 20, 2024, in response to defendant’s February 19 DMCA  
25 notice of alleged infringement, YouTube notified Underwood that it had removed from  
26 his channel the two videos whose takedown defendant had demanded, and that his  
27 channel was now subject to a copyright “strike.” This notice is attached as Exhibit C.  
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1           23.     On March 10, 2024, Underwood submitted a counter notice to YouTube  
2 pursuant to 17 U.S.C. § 512(g)(3), asserting that his videos did not infringe any valid  
3 copyright.

4           24.     Pursuant to 17 U.S.C. § 512(g)(2), a service provider receiving a counter  
5 notice is instructed to promptly provide the person who provided the original notice of  
6 alleged infringement with a copy of the counter notice, and inform that person that it  
7 will replace or cease disabling the material unless it receives notice that the person filed  
8 an action seeking a court order to restrain the alleged infringer from engaging in the  
9 alleged infringing activity.

10          25.     Notwithstanding 17 U.S.C. § 512(g)(2), YouTube did not replace or cease  
11 disabling Underwood’s videos after receiving his counter notice. Instead, YouTube  
12 disregarded Section 512(g)(2) and informed Underwood that his counter notice would  
13 not be honored and that YouTube was unable to “mediate,” suggesting that he secure  
14 legal counsel. YouTube’s correspondence is attached as Exhibit D.

15          26.     Underwood told Shakespeare by the Sea about the takedown notice.  
16 Shakespeare by the Sea sent him a letter assuring him that Shakespeare by the Sea did  
17 not use any works by defendant in creating the recorded performances and had never  
18 heard of defendant or seen his purported “translations.” In fact, Shakespeare by the Sea,  
19 like many Shakespeare theater companies around the world, creates scripts for its  
20 performances by reviewing printed Shakespeare texts that are in the public domain.  
21 Shakespeare by the Sea’s letter is attached as Exhibit E.

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1           27. On July 12, 2024, Underwood’s colleague Whitten emailed defendant to  
2 ask for proof that the Shakespeare Play Recordings infringed his copyright. Whitten also  
3 asked defendant whether he held “rights over all [Shakespeare] plays.” Whitten  
4 explained that, because of defendant’s claims, they had “privatized [removed from  
5 public access] all Shakespeare plays on our channel” and that doing so “has upset our  
6 community, as we have received numerous emails requesting reinstatement” because  
7 the plays are “part of long-standing traditions for some families and are used by K-12  
8 teachers and even college faculty as educational resources.” The email and subsequent  
9 replies are attached as Exhibit F.

10           28. In an email response on the same day, defendant did not provide any  
11 evidence of infringement. Instead, he claimed that he “own[ed] rights over all  
12 [Shakespeare] plays now” and that “[b]ased on having that claim, your video was found  
13 by information matching those plays.” And based on this contention, defendant  
14 suggested that he was entitled to be paid a five percent royalty for use of Shakespeare’s  
15 plays. He directed Underwood to the website “William Shakespeare Playwright” (which  
16 appears at <https://www.williamshakespeareplaywright.org>), where defendant is selling  
17 “playright [sic]” licenses for upwards of \$249.99 Canadian dollars. *See* Exhibit F.

18           29. On July 15, 2024, responding to defendant’s claims that defendant owned  
19 rights to all of Shakespeare’s plays, Whitten stated that “our understanding [is] that  
20 Shakespeare’s plays are in the public domain.” In the same email, Whitten asked  
21 defendant again if defendant had “specific knowledge that the productions we recorded  
22 were appropriated from your versions by the Shakespeare by the Sea producers? How  
23 do you know they used your translations or adaptations?” *See* Exhibit F.

1           30. Defendant replied by email that same day but again provided no evidence  
2 or reason to conclude that Underwood’s videos in any way infringed defendant’s  
3 copyright. Instead, defendant stated that his “copyright claim a the [sic] US government  
4 paperwork, states the previous claim to mine was what you might call the standard  
5 version,” and “[t]herefore, any claim Shakespeare is public domain is false as fact.”  
6 Defendant also wrote that “[y]ou [sic] videos state they are performing based on texts  
7 in relation to claim above, just as indicating your [sic] allowed based on public domain  
8 is in fact incorrect.”

9           31. Whitten emailed yet again on July 28, 2024, and asked, for the third time,  
10 for “specific proofs that your copyrighted adaptations were used by Shakespeare by the  
11 Sea, and then recorded by us” and implored defendant to “[p]lease help us understand  
12 the specifics of your claims.”

13           32. Defendant replied on August 8, 2024, and, once more, provided no  
14 evidence that Underwood or Shakespeare by the Sea had in any way used or infringed  
15 on his purported copyrighted “translations” of Shakespeare’s public domain plays. *See*  
16 Exhibit F.

17           33. If a YouTube channel incurs too many valid copyright strikes, the owner of  
18 the channel is considered a repeat infringer under 17 U.S.C. § 512(i)(1)(A). That  
19 owner’s entire YouTube account is then subject to termination.

20           34. To protect his YouTube channel from possible termination as a result of  
21 further misrepresented and unfounded copyright claims by defendant, Underwood  
22 removed from his YouTube channel the other recordings of Shakespeare performances  
23 that he had posted. This removal was a significant loss to his channel because these  
24 recordings were central to his platform and its mission. After Underwood took down the  
25 recordings, viewers of Underwood’s content, both local and national, bemoaned no  
26 longer having access to these resources.



1 35. After Underwood retained counsel who spoke with representatives of  
2 YouTube about the wrongful takedowns, YouTube finally honored Underwood’s  
3 DMCA counter notices and forwarded them to defendant. Defendant did not file an  
4 infringement action against Underwood. YouTube has now restored the two recordings  
5 to public view.

6 36. Underwood has not restored the remaining 17 recordings of Shakespeare  
7 performances to his channel. Underwood fears that defendant may submit additional  
8 DMCA copyright takedown notices on those recordings, based on defendant’s erroneous  
9 but unretracted claims that he “own[s] rights over all [Shakespeare’s] plays now” and  
10 that defendant’s copyright registration effectively takes the plays out of the public  
11 domain.

12 37. Underwood is concerned that additional misrepresented takedown notices  
13 from defendant will result in further copyright strikes and possible termination of  
14 Underwood’s YouTube channel.

15 38. Underwood is not alone in being targeted by defendant’s unfounded  
16 takedown notices based on defendant’s purported copyright in Shakespeare’s works.

17 39. On information and belief, a Shakespeare company in St. Marys, Kansas,  
18 the Flint Hills Shakespeare Festival, also had its recording of an *Othello* performance  
19 removed from YouTube pursuant to the same February 2024 DMCA notice from  
20 defendant that took down Underwood’s videos.

21 40. The Flint Hills Festival has indicated that it is similarly worried that it will  
22 be exposed to future DMCA copyright claims by defendant, resulting in possible strikes  
23 on its YouTube account.

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1 41. On information and belief, defendant’s February 2024 DMCA takedown  
2 notice to YouTube also targeted recordings of student performances of Shakespeare  
3 posted on the YouTube channel of Rice University’s drama department. YouTube  
4 removed these videos and, even after a counter notice, did not restore them for months,  
5 until the university retained outside counsel who communicated with counsel at  
6 YouTube.

7 42. Although some of the videos listed in defendant’s February 2024 DMCA  
8 takedown notice have been restored to public view, others have not. Instead, the pages  
9 for these still-removed videos now say: “Video unavailable. This video is no longer  
10 available due to a copyright claim by Julien Coallier.”

11 Video unavailable

12 This video is no longer available due to a copyright claim by  
13 Julien Coallier

14 43. Defendant has submitted additional DMCA takedown notices based on his  
15 supposed “translations” of Shakespeare, in addition to the February 2024 notice that  
16 targeted Underwood and others. For example, on December 19, 2023, and May 24,  
17 2024, defendant sent two DMCA takedown notices to Google that claimed that 57  
18 separate print works containing Shakespeare’s plays infringed his copyright.

19 44. Section 504.2 of the Copyright Office’s Compendium of Practices provides  
20 that, “[o]rdinarily, a registration for a work of authorship only covers the material that  
21 is included in the deposit copy(ies). It does not cover authorship that does not appear in  
22 the deposit copy(ies), even if the applicant expressly claims that authorship in the  
23 application.”

24 45. On information and belief, including an examination of a copy of the  
25 deposit copy provided to plaintiff’s counsel by the U.S. Copyright Office, defendant did  
26 not supply the Copyright Office with his supposed translations of *The Taming of the*  
27 *Shrew* and *All’s Well That Ends Well*, nor of any of Shakespeare’s 33 other plays besides  
28 *Antony and Cleopatra* and *A Midsummer Night’s Dream*.

1 **FIRST CAUSE OF ACTION**  
2 **DECLARATORY RELIEF**

3 46. A justiciable and actual controversy exists by way of defendant’s  
4 submission of a DMCA notice to YouTube and his contentions (1) that he owns a  
5 copyright in all of Shakespeare’s plays, (2) that any performances of those works or  
6 audio or video recordings of those performances infringe his copyright, and (3) that he  
7 is entitled to removal of those performances unless Underwood, or others posting such  
8 recordings, pay him a fee. Despite explanations by Whitten that Shakespeare’s plays are  
9 in the public domain, and repeated requests that defendant justify his copyright claims,  
10 defendant has not backed away from those claims. Underwood remains at risk of further  
11 DMCA takedown notices, termination of his YouTube account as a result of such  
12 takedown notices, and possible copyright lawsuits by defendant.

13 47. The Shakespeare Play Recordings do not infringe defendant’s copyright  
14 because neither Shakespeare by the Sea nor Underwood copied defendant’s work in  
15 connection with those performances.

16 48. Underwood is entitled to declaratory judgment that he is not infringing, has  
17 not infringed, and is not liable for infringing any valid copyright owned by defendant  
18 based on the posting of recordings of Shakespeare by the Sea performances to his  
19 YouTube channel.

20 **SECOND CAUSE OF ACTION**  
21 **17 U.S.C. § 512(f) MISREPRESENTATION**

22 49. The Shakespeare Play Recordings do not infringe any copyright owned by  
23 defendant.

24 50. In defendant’s February 19, 2024, notification of claimed infringement,  
25 defendant knowingly and materially misrepresented that the two videos posted by  
26 Underwood were infringing. The Shakespeare Play Recordings were based entirely on  
27 Shakespeare’s works in the public domain and were not based in any way on defendant’s  
28 purported “translations.”

1 51. Defendant’s takedown notification of the Shakespeare Play Recordings  
2 claimed infringement upon “[a]ll Shakespeare [p]lays,” rather than upon his  
3 “translations” of these plays. Likewise, although defendant’s copyright Certificate of  
4 Registration plainly lists his purported ownership of “Shakespeare Translated Taming  
5 of the Shrew” and “Shakespeare Translated All’s Well That Ends Well,” he cites the  
6 original play titles—*The Taming of the Shrew* and *All’s Well That Ends Well*—as the  
7 copyrighted works that Underwood infringed.

8 52. In the notification of claimed infringement, defendant knowingly and  
9 materially misrepresented that he was the owner, or agent of the owner, of the exclusive  
10 right that he alleged was being infringed. Defendant does not own the exclusive rights  
11 to “[a]ll Shakespeare [p]lays.”

12 53. On information and belief, defendant had actual subjective knowledge that  
13 the Shakespeare Play Recordings did not infringe any copyright owned by defendant.

14 54. In the alternative, on information and belief, defendant subjectively  
15 believed that there was a high probability that the Shakespeare Play Recordings were  
16 non-infringing at the time he sent the infringement notices. Defendant took deliberate  
17 actions to avoid learning of this fact.

18 55. As a direct result of defendant’s takedown notice, YouTube removed the  
19 Shakespeare Play Recordings from Underwood’s channel and subjected his account to  
20 a copyright strike.

21 56. By knowingly and falsely materially misrepresenting that Underwood’s  
22 posted videos were infringing, defendant violated 17 U.S.C. § 512(f).

23 57. As a direct and proximate result of defendant’s actions, Underwood has  
24 been injured substantially and irreparably. Such injury includes, but is not limited to, the  
25 time and expenses associated with responding to the claim of infringement; and the time  
26 and expenses associated with removing other videos from his YouTube channel.

27 58. As a result of defendant’s violation of 17 U.S.C. § 512(f), plaintiff  
28 Underwood is entitled to an award of damages as well as attorney’s fees and costs.

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**PRAYER FOR RELIEF**

**WHEREFORE**, plaintiff Underwood prays for relief against defendant as follows:

A. Declare that the posting of recordings of Shakespeare by the Sea performances to Underwood’s YouTube channel did not infringe and does not infringe any valid copyright owned by defendant;

B. Refer to the Copyright Office the question whether defendant’s registration of the copyright in 37 works by Shakespeare should be cancelled, pursuant to 17 U.S.C. § 411(b)(2);

C. Award plaintiff Underwood’s costs and attorney’s fees against defendant pursuant to 17 U.S.C. § 512(f), other portions of the Copyright Act, including Section 505, or as otherwise allowed by law; and

D. Grant such other or further relief as allowed by law and the Court deems appropriate.

Respectfully submitted,

DATED: February 4, 2025

**PUBLIC CITIZEN LITIGATION  
GROUP**

By:     /s/ Paul Alan Levy      
(*pro hac vice* application to be filed)

**JUELSGAARD INTELLECTUAL  
PROPERTY AND INNOVATION  
CLINIC**

By:     /s/ Phillip R. Malone    

**FERGUSON CASE ORR PATERSON  
LLP**

By:     /s/ Corey A. Donaldson

**JURY TRIAL DEMANDED**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure and Local Rule 38-1, Plaintiff John Underwood hereby demands a trial by jury of any and all issues triable of right by a jury pursuant to the Seventh Amendment to the United States Constitution or as given by a statute of the United States.

Respectfully submitted,

DATED: February 4, 2025

**PUBLIC CITIZEN LITIGATION  
GROUP**

By:     /s/ Paul Alan Levy      
(*pro hac vice* application to be filed)

**JUELSGAARD INTELLECTUAL  
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By:     /s/ Corey A. Donaldson