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9 Attorneys for Plaintiffs GUNDAM TOURING SERVICES U.S. LLC;
10 GUNDAM PRODUCTIONS, LLC; and, WATERHEAD
11 INTERNATIONAL, INC.

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14 GUNDAM TOURING SERVICES US
15 LLC; GUNDAM PRODUCTIONS,
16 LLC; and, WATERHEAD
17 INTERNATIONAL, INC.,

18 Plaintiffs,

19 v.

20 KATARINA BENZOVA,
21 Defendant.

CASE NO.

**COMPLAINT FOR DECLARATORY
RELIEF**

22 Plaintiffs Gundam Touring Services U.S. LLC, Gundam Productions, LLC,
23 and, Waterhead International, Inc. (collectively, “Plaintiffs”), allege as follows:

24 **INTRODUCTION**

25 1. This is a declaratory relief action for copyright invalidity, non-
26 ownership and non-infringement to determine Defendant Katarina Benzova
27 (“Benzova”), a former tour photographer for musical artist Guns N’ Roses
28 (“GN’R”), has no copyright interest in photographs and videos created pursuant to
various “work made for hire” agreements.

2. Benzova improperly registered the works at issue with the U.S.

1 Copyright Office and has falsely alleged copyright infringement against various
2 persons and entities.

3 3. Plaintiffs seek a judicial declaration that Benzova’s copyright
4 registrations are invalid, Benzova has no ownership interest in the copyright to the
5 subject photographs and videos, and that neither Plaintiffs nor any affiliated person
6 or entity have any liability for any alleged infringement in the copyright to the
7 subject photographs and videos, to which Benzova has no lawful claim.
8

9 **PARTIES**

10 4. Plaintiff Gundam Touring Services U.S. LLC (“Gundam Touring”) is
11 a Delaware limited liability company with its principal place of business in the
12 County of Los Angeles, State of California.

13 5. Plaintiff Gundam Productions, LLC (“Gundam Productions”) is a
14 Delaware limited liability company with its principal place of business in the
15 County of Los Angeles, State of California.

16 6. Plaintiff Waterhead International, Inc. (“Waterhead”) is a Delaware
17 corporation with its principal place of business in the County of Los Angeles, State
18 of California. Gundam Touring, Gundam Productions and Waterhead are entities
19 that have been utilized to manage tours by GN’R.
20

21 7. Plaintiffs are informed and believe and thereon allege Defendant
22 Benzova is an individual who at all relevant times herein resided in the County of
23 Los Angeles, State of California.

24 **JURISDICTION AND VENUE**

25 8. This action is brought, and this Court has subject matter jurisdiction
26 pursuant to 28 U.S.C. §§ 1331 and 1338 and the Federal Declaratory Judgment Act,
27 28 U.S.C. §§ 2201 and 2202. This Court has federal question jurisdiction in this
28 matter in that Plaintiffs seek a declaration of rights under the United States

1 Copyright Act, 17 U.S.C. §§ 101, *et seq.*

2 9. Venue lies within this district pursuant to 28 U.S.C. §§ 1391 and 1400
3 in that Defendant Benzova resides and is subject to personal jurisdiction in this
4 district.

5 **CLAIM FOR DECLARATORY RELIEF**

6 10. Benzova was initially engaged to work as a tour photographer with
7 GN'R pursuant to a written engagement agreement with Waterhead entered into on
8 or about October 9, 2010. That agreement provides, *inter alia*, that the “Works’
9 shall mean the artwork, photographs and all other results and proceeds of Artist’s
10 Services...[Benzova] acknowledges and agrees that [Waterhead] is and shall be the
11 exclusive owner in perpetuity throughout the world of all right, title and interest in
12 and to Works during and from the inception of their creation, including, without
13 limitation, the worldwide copyrights therein and thereto and the exclusive right to
14 copyright such Works in [Waterhead’s] name, and to exercise all rights of the
15 copyright proprietor thereof. In connection with the foregoing, [Benzova]
16 acknowledges and agrees that each Work is a “work made for hire” within the
17 meaning of the United States Copyright Act of 1976 and for the purpose of all other
18 copyright laws throughout the world.” While the “Term of Engagement” for the
19 October 9, 2010 agreement described the term as “October 9, 2010 through October
20 24, 2010,” the term was extended by a fully executed oral modification, as Benzova
21 continued to perform services during tour dates in 2010, 2011, 2012 and 2016.
22 Benzova was paid in excess of \$48,000 by Waterhead pursuant to this initial
23 agreement.
24

25
26 11. Benzova then entered into a “Crew Member Employment
27 Memorandum” with Gundam Productions dated March 10, 2016, executed by
28 Benzova on July 7, 2016, which had a “commencement date” of “March 30, 2016

1 or upon first day of work.” This agreement states, “You [i.e., Benzova]
2 acknowledge and agree that the results and proceeds of your services rendered
3 during the Term will be on a ‘work-for-hire’ basis. We [i.e., Gundam Productions]
4 shall own the copyrights and all intellectual property rights to all of the video and
5 photographs created by you during the term of your employment. In addition, we
6 [i.e., Gundam Productions] shall have the right, but not the obligation to use your
7 name, likeness, voice and biographical material in connection with the results and
8 proceeds of your services hereunder.” Benzova was paid more than \$275,000 over
9 the course of 2016-2022 by Gundam Productions.
10

11 12. Benzova also entered into a “Crew Member Employment
12 Memorandum” with Gundam Touring dated August 1, 2021, executed by Benzova
13 on August 28, 2021. Like the March 10, 2016 agreement with Gundam Productions,
14 this agreement states, “You [i.e., Benzova] acknowledge and agree that the results
15 and proceeds of your services rendered during the Term will be on a ‘work-for-hire’
16 basis. We [i.e., Gundam Productions] shall own the copyrights and all intellectual
17 property rights to all of the video and photographs created by you during the term
18 of your employment. In addition, we [i.e., Gundam Productions] shall have the
19 right, but not the obligation to use your name, likeness, voice and biographical
20 material in connection with the results and proceeds of your services hereunder.”
21 Benzova was paid more than \$125,000 over the course of 2017-2022 by Gundam
22 Touring.
23

24 13. Each and every photograph and video created by Benzova in
25 connection with GN’R was pursuant to one of the foregoing agreements that
26 contained clear and unequivocal work made for hire provisions.

27 14. As a result, there is no legal or factual basis on which Benzova was
28 entitled to register a copyright in the works featuring GN’R that are the subjects of

1 registration numbers VA 2-332-042 (registered November 30, 2022), VA 2-335-
2 573 and VA 2-335-574 (both registered January 9, 2023).

3 15. Counsel purporting to represent Benzova contacted Plaintiffs’
4 representatives on or about October 9, 2023 with an amorphous and specious claim
5 of copyright infringement in connection with the photographs and videos that are
6 subject to the agreements described above.

7
8 16. Plaintiffs subsequently did a litigation search and discovered Benzova
9 unsuccessfully attempted to initiate a copyright infringement action in this district
10 on or about March 30, 2023 against some of the Plaintiffs and affiliated persons and
11 entities, United States District Court for the Central District of California, Case No.
12 2:23-cv-02367, however said case was apparently dismissed based on Benzova’s
13 failure to properly file the complaint.

14 17. Benzova’s threats to file suit and claims of infringement have created
15 an actual, substantial and justiciable controversy between Plaintiffs and Defendant.

16 18. Benzova’s claims have been asserted without legal or factual basis and
17 mandate a judicial determination and declaration establishing that (a) Benzova’s
18 assertion of an ownership interest to the copyright of the works in copyright
19 registration numbers VA 2-332-042 (registered November 30, 2022), VA 2-335-
20 573 and VA 2-335-574 (both registered January 9, 2023) is invalid; (b) Plaintiffs
21 are the owners of the works in copyright registration numbers VA 2-332-042
22 (registered November 30, 2022), VA 2-335-573 and VA 2-335-574 (both registered
23 January 9, 2023); and, (c) Benzova has no legal or factual basis to assert
24 infringement against Plaintiffs or any affiliated person or entity in connection with
25 any of the works created by Benzova while providing services under any of the
26 agreements described herein.

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WHEREFORE, Plaintiffs respectfully request judgment against Defendant Benzova as follows:

1. A judicial determination and declaration establishing that (a) Benzova’s assertion of an ownership interest to the copyright of the works in copyright registration numbers VA 2-332-042 (registered November 30, 2022), VA 2-335-573 and VA 2-335-574 (both registered January 9, 2023) is invalid; (b) Plaintiffs are the owners of the works in copyright registration numbers VA 2-332-042 (registered November 30, 2022), VA 2-335-573 and VA 2-335-574 (both registered January 9, 2023); and, (c) Benzova has no legal or factual basis to assert infringement against Plaintiffs or any affiliated person or entity in connection with any of the works created by Benzova while providing services under any of the agreements described herein;
2. For costs and attorney’s fees incurred herein; and,
3. For such other and further relief as the Court deems just and proper.

Dated: October 24, 2023

GUTMAN LAW

By: /s/ Alan S. Gutman
Alan S. Gutman
Attorneys for Plaintiffs
GUNDAM TOURING SERVICES U.S.
LLC; GUNDAM PRODUCTIONS, LLC;
and, WATERHEAD INTERNATIONAL,
INC.