



Robert L. Powley - New York State Bar No. 2467553 (*pro hac vice* application forthcoming)

rlpowley@powleygibson.com

Stephen M. Ankrom - New York State Bar No. 4609426 (*pro hac vice* application forthcoming)

smankrom@powleygibson.com

Rylan S. Brook - New York State Bar No. 5846480 (*pro hac vice* application forthcoming)

rsbrook@powleygibson.com

POWLEY & GIBSON, P.C.

60 Hudson Street, Suite 2203

New York, NY 10013

Telephone: (212) 226-5054

Facsimile: (212) 226-5085

Attorneys for Plaintiffs

ENERGY INTELLIGENCE GROUP, INC. and

ENERGY INTELLIGENCE GROUP (UK) LIMITED

**IN THE UNITED STATES DISTRICT COURT
 FOR THE SOUTHERN DISTRICT OF INDIANA
 INDIANAPOLIS DIVISION**

ENERGY INTELLIGENCE GROUP, INC.
 and ENERGY INTELLIGENCE GROUP
 (UK) LIMITED,

Plaintiffs,

v.

CALUMET, INC.

Defendant.

Civil Action No. 1111116

**COMPLAINT FOR
 COPYRIGHT INFRINGEMENT**

JURY TRIAL DEMANDED

COMPLAINT FOR COPYRIGHT INFRINGEMENT

Plaintiffs Energy Intelligence Group, Inc. (“EIG”) and Energy Intelligence Group (UK) Limited (“EIG UK”) (collectively, “Plaintiffs”), by and through their undersigned counsel, allege the following as and for their Complaint against Defendant Calumet, Inc. (“Defendant”):

INTRODUCTION

1. Plaintiffs bring this action against Defendant under the Copyright Act of 1976,

17 U.S.C. §§ 101 *et seq.* (the “Copyright Act”) for, among other things, willful infringement of Plaintiffs’ registered copyrights.

THE PARTIES

2. Plaintiff EIG is a Delaware corporation with its principal place of business located at 275 Madison Avenue, Suite 1700, New York, New York 10016.

3. Plaintiff EIG UK is a United Kingdom limited company with its principal place of business located at 2nd Floor, Berkley Square House, Berkley Square, London, W1J 6BD, United Kingdom.

4. Upon information and belief, Defendant Calumet, Inc. is a Delaware limited liability company with a place of business located at 1060 N Capitol Avenue, Suite 6-401, Indianapolis, Indiana 46204.

JURISDICTION AND VENUE

5. This Court has jurisdiction over causes of action alleging copyright infringement pursuant to Sections 501, *et seq.* of the Copyright Act. Additionally, the Court has federal question subject matter jurisdiction under 28 U.S.C. § 1331 because the federal courts are vested with exclusive jurisdiction in copyright cases. 28 U.S.C. § 1338(a).

6. This Court has personal jurisdiction over Defendant because, upon information and belief, Defendant is authorized to do business in the State of Indiana, has a place of business located in this District, is present and doing business in this District, and the acts of copyright infringement alleged herein took place in this District.

7. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and 1400(a).

FACTUAL BACKGROUND

A. Plaintiffs’ Publications

8. Plaintiffs, and their predecessors-in-interest, have been engaged in publishing

newsletters and other publications for the global energy industry for over seventy (70) years. In particular, Plaintiffs and their predecessors-in-interest have published the daily newsletter *Oil Daily* since 1951 and the daily newsletter *Energy Intelligence News* (“*EI News*”) since 2024, which replaced *Oil Daily*. A representative copy of the November 15, 2024 issue of *EI News* is attached hereto as Exhibit A (the “November 15, 2024 Registered *EI News* Work”).

9. The audience for Plaintiffs’ publications, including *Oil Daily* and *EI News*, consist of individuals with an interest and employment in industries relating to the oil, gas, and energy fields, including energy production, energy transportation, suppliers of goods and services to the energy sector, financial institutions, securities brokers and dealers, consultants, bankers, investors, stock market analysts, traders, commodity analysts, and others who follow or are impacted by the trends, analysis and pricing of the oil, gas and energy sector.

10. Plaintiffs’ focus is on authoring original, high-quality articles and analysis relating to the oil, gas and energy industries through *Oil Daily* and *EI News*, as well as their other publications. Plaintiffs and their journalists have invested significant time and resources to create their publications, including *Oil Daily* and *EI News*.

11. Plaintiffs’ publications do not feature or have any advertisements or sponsors in order to ensure journalistic integrity and objective reporting. Plaintiffs are, therefore, dependent on paid subscriptions to sustain the viability of their publications.

12. Plaintiffs maintain an experienced and knowledgeable editorial staff of approximately sixty (60) reporters, editors, and analysts at eight (8) locations in New York, Washington, D.C., Houston, London, Moscow, Singapore, Dubai and Beirut.

13. The original content and analysis created by Plaintiffs and included in its publications are independent copyrighted works and valuable assets of Plaintiffs. In addition to *Oil Daily* and *EI News*, Plaintiffs also publish other original publications, including, but not

limited to:

- EI New Energy;
- EI New Energy Data;
- Energy Compass;
- Energy Intelligence Finance;
- Energy Intelligence News Americas;
- Energy Intelligence Premium Daily;
- Energy Intelligence Premium Briefing;
- Jet Fuel Intelligence;
- Natural Gas Week;
- Natural Gas Week Data;
- Natural Gas Week Monthly Bidweek Report;
- Nefte Compass;
- Nefte Compass Data;
- NGW Gas Market Reconnaissance;
- Nuclear Intelligence Weekly;
- Oil Markets Briefing;
- Oil Market Intelligence;
- Oil Market Intelligence Data;
- Petroleum Intelligence Weekly;
- Petroleum Intelligence Data;
- World Energy Opinion;
- World Gas Intelligence; and
- World Gas Intelligence Data.

14. Plaintiffs have developed an exemplary reputation for their high journalistic standards and the reliability of the content of all their publications, including *Oil Daily* and *EI News*.

15. Plaintiffs offer various subscription options to Plaintiffs' copyrighted publications, including *Oil Daily* and *EI News*. However, Defendant elected to purchase only one copy of each publication during the respective subscription periods.

16. The various subscription options can vary depending on a subscribers' respective needs. Subscribers can elect to receive Plaintiffs' publications, including *Oil Daily* and *EI News*, by email and/or from Plaintiffs' website, which permits password-protected access to current and/or archived issues, pursuant to a subscription agreement for a specific number of copies or an enterprise-wide subscription.

17. Plaintiffs also offer the individual articles in Plaintiffs' publications separately from the respective publications. Interested parties that have elected to not maintain a subscription or license agreement may purchase individual articles that appeared in *Oil Daily* and *EI News* and Plaintiffs' other publications, as well as archived articles, by using Plaintiffs' pay-per-article service. The license fee per article, per copy, is \$9.00 for articles appearing in *EI News*. The total license fee for this pay-per-article service is multiplied by the number of copies of the requested article to calculate the total licensing fee.

18. Plaintiffs also offer the individual issues of Plaintiffs' publications. Parties that do not maintain a subscription or license agreement may also purchase individual issues of Plaintiffs' publications, including *Oil Daily* and *EI News*, as well as archived issues, from Plaintiffs using Plaintiffs' pay-per-issue service. The license fee per issue, per copy, is \$95.00 for *Oil Daily* and *EI News*. The cost for this pay-per-issue service is \$95.00 per issue per copy.

B. The *Oil Daily* and *EI News* Copyright Notice and Copyright Warnings

19. Plaintiffs have complied with Section 401 of the Copyright Act and the laws pertinent to providing notice of Plaintiffs' copyrights in, and to, *Oil Daily* and *EI News*. Specifically, Plaintiffs' *Oil Daily* and *EI News* publications have always provided copyright notice as specified in 17 U.S.C. § 401, namely, by including the symbol ©, the word "copyright", or the abbreviation "copr.", the year of first publication and the names of the owners of the copyright in the works, so that subscribers were aware of Plaintiffs' copyrights in their publications ("Copyright Notice"). Additionally, Plaintiffs have always provided several copyright warnings, including, without limitation, in Plaintiffs' transmittal emails, on Plaintiffs' website, in Plaintiffs' subscription agreements, and in Plaintiffs' publications, clearly informing their subscribers that Defendant's activities later described in this Complaint were prohibited ("Copyright Warnings"). Every issue of *Oil Daily* and *EI News* delivered to

Defendant was accompanied by an email from Plaintiffs that contained clear and conspicuous Copyright Notice and Copyright Warnings against copying and distributing copies of each issue of *Oil Daily* and *EI News*. As a representative example, the Copyright Notice and Copyright Warnings contained in the e-mail transmitting the copy of the November 15, 2024 Registered *EI News* work state:

Copyright © 2024 Energy Intelligence Group, Inc. (EIG) All rights reserved.

Reproduction or distribution of copies of EIG publications, articles or other content (EIG Works) in any manner, including by making printed copies, forwarding via email or other electronic means, or saving copies on any media, such as networks, servers, and intranets, or sharing a user name and password to access EIG Works, or storing, processing and/or reproducing EIG Works to train datasets or create derivatives thereof, is copyright infringement and is strictly prohibited. Contact customerservice@energyintel.com for more information.

Exhibit B at 6.

20. Additionally, the Copyright Notice and Copyright Warnings prohibiting copying appeared in each issue of *Oil Daily* and *EI News* delivered to Defendant. As an additional representative example, the Copyright Notice and Copyright Warnings on the front cover of the November 15, 2024 Registered *EI News* Work specifically state: “© 2024 ENERGY INTELLIGENCE GROUP. DISTRIBUTING COPIES OR ELECTRONIC FORWARDING, INCLUDING VIA EMAIL OR SHARING WEBSITE ACCESS, IS PROHIBITED.” Exhibit A at 1.

21. As a further representative example, Plaintiffs also use the following Copyright Notice and Copyright Warnings in the November 15, 2024 Registered *EI News* Work:

Copyright Notice

Copyright © 2024 by Energy Intelligence Group, Inc. (EIG) All rights reserved. Reproduction or distribution of copies of EIG publications, articles or other content (EIG Works) in any manner, including by making printed copies, forwarding via

email or other electronic means, or saving copies on any media, such as networks, servers, and intranets, or sharing a user name and password to access EIG Works, or storing, processing and/or reproducing EIG Works to train datasets or create derivatives thereof, is copyright infringement and is strictly prohibited.

Exhibit A at 17.

22. Identical and/or similar Copyright Notice and Copyright Warnings have been provided to Defendant during the entire term of Defendant's subscriptions to *Oil Daily* and *EI News* since 2004.

23. The Copyright Notice and Copyright Warnings appearing conspicuously on multiple materials provided by Plaintiff and received by Defendant, including the *Oil Daily* and *EI News* publications, demonstrate Defendant's actual notice of Plaintiffs' copyrights in the issues of *Oil Daily* and *EI News* received by Defendant and the articles contained therein, all of which are protected by U.S. copyright laws.

24. Accordingly, Defendant knew and/or was provided clear notice that each issue of *Oil Daily* and *EI News* received by Defendant and the articles contained therein were and are protected by U.S. copyright laws.

25. Defendant knew of Plaintiffs' copyrights in *Oil Daily* and *EI News* based on receiving the *Oil Daily* and *EI News* publications containing the prominently displayed Copyright Notice showing that Plaintiffs' have copyrights in the works and Copyright Warnings against copying and distribution in each issue of the *Oil Daily* and *EI News* publications and/or Defendant willfully ignored the Copyright Notice and Copyright Warnings and/or acted in reckless disregard of Plaintiffs' copyrights.

26. Having provided Copyright Notice and Copyright Warnings in every issue of *Oil Daily* and *EI News* delivered to Defendant, Plaintiffs have provided Defendant with complete and proper notice of Plaintiffs' copyrights in *EI News* and *Oil Daily* in accordance

with the Copyright Act, 17 U.S.C. § 401.

C. Plaintiffs' Copyrights

27. Plaintiffs are the exclusive copyright owners in, and to, numerous original works of authorship including, without limitation, the issues of *Oil Daily* and *EI News* and the independently-available articles contained therein.

28. Plaintiffs are the owners of the following U.S. Copyright Registrations covering the following issues of *Oil Daily* and *EI News* that Plaintiffs provided to Defendant (hereinafter collectively referred to as the "Registered Works"), attached hereto as Exhibit C:

- No. TX 6-052-767 for Edition 54 covering 22 collective works and the articles contained therein published in *Oil Daily* in June 2004;
- No. TX 6-052-513 for Edition 54 covering 21 collective works and the articles contained therein published in *Oil Daily* in July 2004;
- No. TX 6-052-765 for Edition 54 covering 22 collective works and the articles contained therein published in *Oil Daily* in August 2004;
- No. TX 6-052-758 for Edition 54 covering 21 collective works and the articles contained therein published in *Oil Daily* in September 2004;
- No. TX 6-052-761 for Edition 54 covering 21 collective works and the articles contained therein published in *Oil Daily* in October 2004;
- No. TX 6-099-059 for Edition 54 covering 20 collective works and the articles contained therein published in *Oil Daily* in November 2004;
- No. TX 6-099-058 for Edition 54 covering 21 collective works and the articles contained therein published in *Oil Daily* in December 2004;
- No. TX 6-152-002 for Edition 55 covering 20 collective works and the articles contained therein published in *Oil Daily* in January 2005;
- No. TX 6-185-812 for Edition 55 covering 19 collective works and the articles contained therein published in *Oil Daily* in February 2005;
- No. TX 6-167-638 for Edition 55 covering 22 collective works and the articles contained therein published in *Oil Daily* in March 2005;
- No. TX 6-176-605 for Edition 55 covering 21 collective works and the articles contained therein published in *Oil Daily* in April 2005;
- No. TX 6-172-297 for Edition 55 covering 21 collective works and the articles contained therein published in *Oil Daily* in May 2005;
- No. TX 6-206-684 for Edition 55 covering 22 collective works and the articles contained therein published in *Oil Daily* in June 2005;
- No. TX 6-206-680 for Edition 55 covering 20 collective works and the articles contained therein published in *Oil Daily* in July 2005;
- No. TX 6-226-396 for Edition 55 covering 23 collective works and the articles contained therein published in *Oil Daily* in August 2005;
- No. TX 6-226-407 for Edition 55 covering 21 collective works and the articles contained therein published in *Oil Daily* in September 2005;

- No. TX 6-257-042 for Edition 55 covering 21 collective works and the articles contained therein published in *Oil Daily* in October 2005;
- No. TX 6-267-191 for Edition 55 covering 20 collective works and the articles contained therein published in *Oil Daily* in November 2005;
- No. TX 6-340-912 for Edition 55 covering 21 collective works and the articles contained therein published in *Oil Daily* in December 2005;
- No. TX 6-286-047 for Edition 56 covering 20 collective works and the articles contained therein published in *Oil Daily* in January 2006;
- No. TX 6-340-550 for Edition 56 covering 19 collective works and the articles contained therein published in *Oil Daily* in February 2006;
- No. TX 6-337-677 for Edition 56 covering 23 collective works and the articles contained therein published in *Oil Daily* in March 2006;
- No. TX 6-782-058 for Edition 56 covering 19 collective works and the articles contained therein published in *Oil Daily* in April 2006;
- No. TX 6-425-046 for Edition 56 covering 22 collective works and the articles contained therein published in *Oil Daily* in May 2006;
- No. TX 6-425-037 for Edition 56 covering 22 collective works and the articles contained therein published in *Oil Daily* in June 2006;
- No. TX 6-431-332 for Edition 56 covering 19 collective works and the articles contained therein published in *Oil Daily* in July 2006;
- No. TX 6-431-344 for Edition 56 covering 23 collective works and the articles contained therein published in *Oil Daily* in August 2006;
- No. TX 6-456-925 for Edition 56 covering 20 collective works and the articles contained therein published in *Oil Daily* in September 2006;
- No. TX 6-508-701 for Edition 56 covering 22 collective works and the articles contained therein published in *Oil Daily* in October 2006;
- No. TX 6-505-161 for Edition 56 covering 20 collective works and the articles contained therein published in *Oil Daily* in November 2006;
- No. TX 6-508-675 for Edition 56 covering 20 collective works and the articles contained therein published in *Oil Daily* in December 2006;
- No. TX 6-550-424 for Edition 57 covering 21 collective works and the articles contained therein published in *Oil Daily* in January 2007;
- No. TX 6-550-616 for Edition 57 covering 19 collective works and the articles contained therein published in *Oil Daily* in February 2007;
- No. TX 6-550-614 for Edition 57 covering 22 collective works and the articles contained therein published in *Oil Daily* in March 2007;
- No. TX 6-587-006 for Edition 57 covering 20 collective works and the articles contained therein published in *Oil Daily* in April 2007;
- No. TX 6-564-745 for Edition 57 covering 22 collective works and the articles contained therein published in *Oil Daily* in May 2007;
- No. TX 6-626-689 for Edition 57 covering 21 collective works and the articles contained therein published in *Oil Daily* in June 2007;
- No. TX 6-626-690 for Edition 57 covering 21 collective works and the articles contained therein published in *Oil Daily* in July 2007;
- No. TX 6-626-278 for Edition 57 covering 23 collective works and the articles contained therein published in *Oil Daily* in August 2007;
- No. TX 6-626-280 for Edition 57 covering 19 collective works and the articles contained therein published in *Oil Daily* in September 2007;

- No. TX 6-648-210 for Edition 57 covering 23 collective works and the articles contained therein published in *Oil Daily* in October 2007;
- No. TX 6-645-633 for Edition 57 covering 20 collective works and the articles contained therein published in *Oil Daily* in November 2007;
- No. TX 6-645-632 for Edition 57 covering 20 collective works and the articles contained therein published in *Oil Daily* in December 2007;
- No. TX 6-646-218 for Edition 58 covering 21 collective works and the articles contained therein published in *Oil Daily* in January 2008;
- No. TX 6-648-381 for Edition 58 covering 20 collective works and the articles contained therein published in *Oil Daily* in February 2008;
- No. TX 6-648-380 for Edition 58 covering 20 collective works and the articles contained therein published in *Oil Daily* in March 2008;
- No. TX 6-647-038 for Edition 58 covering 22 collective works and the articles contained therein published in *Oil Daily* in April 2008;
- No. TX 6-647-107 for Edition 58 covering 21 collective works and the articles contained therein published in *Oil Daily* in May 2008;
- No. TX 6-648-007 for Edition 58 covering 21 collective works and the articles contained therein published in *Oil Daily* in June 2008;
- No. TX 6-662-761 for Edition 58 covering 22 collective works and the articles contained therein published in *Oil Daily* in July 2008;
- No. TX 6-665-575 for Edition 58 covering 21 collective works and the articles contained therein published in *Oil Daily* in August 2008;
- No. TX 6-680-142 for Edition 58 covering 21 collective works and the articles contained therein published in *Oil Daily* in September 2008;
- No. TX 6-662-749 for Edition 58 covering 23 collective works and the articles contained therein published in *Oil Daily* in October 2008;
- No. TX 6-664-308 for Edition 58 covering 18 collective works and the articles contained therein published in *Oil Daily* in November 2008;
- No. TX 6-664-309 for Edition 58 covering 22 collective works and the articles contained therein published in *Oil Daily* in December 2008;
- No. TX 6-647-241 for Edition 59 covering 20 collective works and the articles contained therein published in *Oil Daily* in January 2009;
- No. TX 6-631-529 for Edition 59 covering 19 collective works and the articles contained therein published in *Oil Daily* in February 2009;
- No. TX 6-647-244 for Edition 59 covering 22 collective works and the articles contained therein published in *Oil Daily* in March 2009;
- No. TX 6-665-630 for Edition 59 covering 21 collective works and the articles contained therein published in *Oil Daily* in April 2009;
- No. TX 6-631-518 for Edition 59 covering 20 collective works and the articles contained therein published in *Oil Daily* in May 2009;
- No. TX 6-631-525 for Edition 59 covering 22 collective works and the articles contained therein published in *Oil Daily* in June 2009;
- No. TX 6-685-271 for Edition 59 covering 22 collective works and the articles contained therein published in *Oil Daily* in July 2009;
- No. TX 6-684-118 for Edition 59 covering 21 collective works and the articles contained therein published in *Oil Daily* in August 2009;
- No. TX 6-701-938 for Edition 59 covering 21 collective works and the articles contained therein published in *Oil Daily* in September 2009;

- No. TX 6-701-939 for Edition 59 covering 22 collective works and the articles contained therein published in *Oil Daily* in October 2009;
- No. TX 6-702-127 for Edition 59 covering 21 collective works and the articles contained therein published in *Oil Daily* in November 2009;
- No. TX 6-702-124 for Edition 59 covering 22 collective works and the articles contained therein published in *Oil Daily* in December 2009;
- No. TX 6-701-924 for Edition 60 covering 20 collective works and the articles contained therein published in *Oil Daily* in January 2010;
- No. TX 6-701-927 for Edition 60 covering 20 collective works and the articles contained therein published in *Oil Daily* in February 2010;
- No. TX 6-703-824 for Edition 60 covering 23 collective works and the articles contained therein published in *Oil Daily* in March 2010;
- No. TX 6-703-826 for Edition 60 covering 21 collective works and the articles contained therein published in *Oil Daily* in April 2010;
- No. TX 6-704-578 for Edition 60 covering 20 collective works and the articles contained therein published in *Oil Daily* in May 2010;
- No. TX 6-704-734 for Edition 60 covering 22 collective works and the articles contained therein published in *Oil Daily* in June 2010;
- No. TX 6-705-213 for Edition 60 covering 22 collective works and the articles contained therein published in *Oil Daily* in July 2010;
- No. TX 6-770-133 for Edition 60 covering 22 collective works and the articles contained therein published in *Oil Daily* in August 2010;
- No. TX 6-770-132 for Edition 60 covering 22 collective works and the articles contained therein published in *Oil Daily* in September 2010;
- No. TX 6-772-066 for Edition 60 covering 21 collective works and the articles contained therein published in *Oil Daily* in October 2010;
- No. TX 6-779-215 for Edition 60 covering 22 collective works and the articles contained therein published in *Oil Daily* in November 2010;
- No. TX 6-778-772 for Edition 60 covering 21 collective works and the articles contained therein published in *Oil Daily* in December 2010;
- No. TX 6-776-062 for Edition 61 covering 21 collective works and the articles contained therein published in *Oil Daily* in January 2011;
- No. TX 6-776-069 for Edition 61 covering 20 collective works and the articles contained therein published in *Oil Daily* in February 2011;
- No. TX 6-779-252 for Edition 61 covering 23 collective works and the articles contained therein published in *Oil Daily* in March 2011;
- No. TX 6-779-251 for Edition 61 covering 20 collective works and the articles contained therein published in *Oil Daily* in April 2011;
- No. TX 6-779-316 for Edition 61 covering 21 collective works and the articles contained therein published in *Oil Daily* in May 2011;
- No. TX 6-776-025 for Edition 61 covering 22 collective works and the articles contained therein published in *Oil Daily* in June 2011;
- No. TX 6-782-122 for Edition 61 covering 21 collective works and the articles contained therein published in *Oil Daily* in July 2011;
- No. TX 6-774-709 for Edition 61 covering 23 collective works and the articles contained therein published in *Oil Daily* in August 2011;
- No. TX 6-780-004 for Edition 61 covering 22 collective works and the articles contained therein published in *Oil Daily* in September 2011;

- No. TX 6-780-005 for Edition 61 covering 21 collective works and the articles contained therein published in *Oil Daily* in October 2011;
- No. TX 6-782-123 for Edition 61 covering 22 collective works and the articles contained therein published in *Oil Daily* in November 2011;
- No. TX 6-782-124 for Edition 61 covering 12 collective works and the articles contained therein published in *Oil Daily* in December 2011;
- No. TX 6-789-069 for Edition 61 covering 9 collective works and the articles contained therein published in *Oil Daily* in December 2011;
- No. TX 6-774-708 for Edition 62 covering 21 collective works and the articles contained therein published in *Oil Daily* in January 2012;
- No. TX 6-786-171 for Edition 62 covering 21 collective works and the articles contained therein published in *Oil Daily* in February 2012;
- No. TX 6-787-504 for Edition 62 covering 22 collective works and the articles contained therein published in *Oil Daily* in March 2012;
- No. TX 6-787-503 for Edition 62 covering 20 collective works and the articles contained therein published in *Oil Daily* in April 2012;
- No. TX 6-790-051 for Edition 62 covering 23 collective works and the articles contained therein published in *Oil Daily* in May 2012;
- No. TX 6-788-122 for Edition 62 covering 21 collective works and the articles contained therein published in *Oil Daily* in June 2012;
- No. TX 6-789-191 for Edition 62 covering 22 collective works and the articles contained therein published in *Oil Daily* in July 2012;
- No. TX 6-790-253 for Edition 62 covering 23 collective works and the articles contained therein published in *Oil Daily* in August 2012;
- No. TX 6-790-252 for Edition 62 covering 20 collective works and the articles contained therein published in *Oil Daily* in September 2012;
- No. TX 6-790-254 for Edition 62 covering 22 collective works and the articles contained therein published in *Oil Daily* in October 2012;
- No. TX 6-790-255 for Edition 62 covering 22 collective works and the articles contained therein published in *Oil Daily* in November 2012;
- No. TX 7-676-538 for Edition 62 covering 20 collective works and the articles contained therein published in *Oil Daily* in December 2012;
- No. TX 7-676-528 for Edition 63 covering 22 collective works and the articles contained therein published in *Oil Daily* in January 2013;
- No. TX 7-744-517 for Edition 63 covering 20 collective works and the articles contained therein published in *Oil Daily* in February 2013;
- No. TX 7-744-541 for Edition 63 covering 20 collective works and the articles contained therein published in *Oil Daily* in March 2013;
- No. TX 7-726-260 for Edition 63 covering 22 collective works and the articles contained therein published in *Oil Daily* in April 2013;
- No. TX 7-726-259 for Edition 63 covering 23 collective works and the articles contained therein published in *Oil Daily* in May 2013;
- No. TX 7-726-232 for Edition 63 covering 20 collective works and the articles contained therein published in *Oil Daily* in June 2013;
- No. TX 7-989-393 for Edition 63 covering 23 collective works and the articles contained therein published in *Oil Daily* in July 2013;
- No. TX 7-946-126 for Edition 63 covering 22 collective works and the articles contained therein published in *Oil Daily* in August 2013;

- No. TX 7-898-912 for Edition 63 covering 21 collective works and the articles contained therein published in *Oil Daily* in September 2013;
- No. TX 7-991-979 for Edition 63 covering 23 collective works and the articles contained therein published in *Oil Daily* in October 2013;
- No. TX 8-068-878 for Edition 63 covering 21 collective works and the articles contained therein published in *Oil Daily* in November 2013;
- No. TX 8-058-300 for Edition 63 covering 21 collective works and the articles contained therein published in *Oil Daily* in December 2013;
- No. TX 7-962-816 for Edition 64 covering 22 collective works and the articles contained therein published in *Oil Daily* in January 2014;
- No. TX 7-990-336 for Edition 64 covering 20 collective works and the articles contained therein published in *Oil Daily* in February 2014;
- No. TX 7-993-575 for Edition 64 covering 21 collective works and the articles contained therein published in *Oil Daily* in March 2014;
- No. TX 7-934-103 for Edition 64 covering 21 collective works and the articles contained therein published in *Oil Daily* in April 2014;
- No. TX 7-966-215 for Edition 64 covering 21 collective works and the articles contained therein published in *Oil Daily* in May 2014;
- No. TX 7-982-542 for Edition 64 covering 21 collective works and the articles contained therein published in *Oil Daily* in June 2014;
- No. TX 8-050-420 for Edition 64 covering 23 collective works and the articles contained therein published in *Oil Daily* in July 2014;
- No. TX 8-086-895 for Edition 64 covering 21 collective works and the articles contained therein published in *Oil Daily* in August 2014;
- No. TX 8-029-377 for Edition 64 covering 22 collective works and the articles contained therein published in *Oil Daily* in September 2014;
- No. TX 8-110-455 for Edition 64 covering 23 collective works and the articles contained therein published in *Oil Daily* in October 2014;
- No. TX 8-060-210 for Edition 64 covering 20 collective works and the articles contained therein published in *Oil Daily* in November 2014;
- No. TX 8-109-803 for Edition 64 covering 22 collective works and the articles contained therein published in *Oil Daily* in December 2014;
- No. TX 8-051-089 for Edition 65 covering 21 collective works and the articles contained therein published in *Oil Daily* in January 2015;
- No. TX 8-178-073 for Edition 65 covering 20 collective works and the articles contained therein published in *Oil Daily* in February 2015;
- No. TX 8-178-063 for Edition 65 covering 22 collective works and the articles contained therein published in *Oil Daily* in March 2015;
- No. TX 8-149-237 for Edition 65 covering 21 collective works and the articles contained therein published in *Oil Daily* in April 2015;
- No. TX 8-180-407 for Edition 64 covering 20 collective works and the articles contained therein published in *Oil Daily* in May 2015;
- No. TX 8-205-565 for Edition 65 covering 22 collective works and the articles contained therein published in *Oil Daily* in June 2015;
- No. TX 8-205-582 for Edition 65 covering 23 collective works and the articles contained therein published in *Oil Daily* in July 2015;
- No. TX 8-236-144 for Edition 65 covering 21 collective works and the articles contained therein published in *Oil Daily* in August 2015;

- No. TX 8-235-733 for Edition 65 covering 22 collective works and the articles contained therein published in *Oil Daily* in September 2015;
- No. TX 8-256-329 for Edition 65 covering 22 collective works and the articles contained therein published in *Oil Daily* in October 2015;
- No. TX 8-479-565 for Edition 65 covering 21 collective works and the articles contained therein published in *Oil Daily* in November 2015;
- No. TX 8-258-814 for Edition 65 covering 22 collective works and the articles contained therein published in *Oil Daily* in December 2015;
- No. TX 8-262-868 for Edition 66 covering 20 collective works and the articles contained therein published in *Oil Daily* in January 2016;
- No. TX 8-263-911 for Edition 66 covering 21 collective works and the articles contained therein published in *Oil Daily* in February 2016;
- No. TX 8-274-102 for Edition 66 covering 22 collective works and the articles contained therein published in *Oil Daily* in March 2016;
- No. TX 8-323-668 for Edition 66 covering 21 collective works and the articles contained therein published in *Oil Daily* in April 2016;
- No. TX 8-412-812 for Edition 66 covering 21 collective works and the articles contained therein published in *Oil Daily* in May 2016;
- No. TX 8-285-267 for Edition 66 covering 22 collective works and the articles contained therein published in *Oil Daily* in June 2016;
- No. TX 8-330-442 for Edition 66 covering 21 collective works and the articles contained therein published in *Oil Daily* in July 2016;
- No. TX 8-315-318 for Edition 66 covering 23 collective works and the articles contained therein published in *Oil Daily* in August 2016;
- No. TX 8-334-804 for Edition 66 covering 22 collective works and the articles contained therein published in *Oil Daily* in September 2016;
- No. TX 8-397-635 for Edition 66 covering 21 collective works and the articles contained therein published in *Oil Daily* in October 2016;
- No. TX 8-397-583 for Edition 66 covering 23 collective works and the articles contained therein published in *Oil Daily* in November 2016;
- No. TX 8-397-541 for Edition 66 covering 21 collective works and the articles contained therein published in *Oil Daily* in December 2016;
- No. TX 8-360-266 for Edition 67 covering 21 collective works and the articles contained therein published in *Oil Daily* in January 2017;
- No. TX 8-380-664 for Edition 67 covering 20 collective works and the articles contained therein published in *Oil Daily* in February 2017;
- No. TX 8-440-678 for Edition 67 covering 23 collective works and the articles contained therein published in *Oil Daily* in March 2017;
- No. TX 8-481-672 for Edition 67 covering 19 collective works and the articles contained therein published in *Oil Daily* in April 2017;
- No. TX 8-483-753 for Edition 67 covering 22 collective works and the articles contained therein published in *Oil Daily* in May 2017;
- No. TX 8-432-555 for Edition 67 covering 22 collective works and the articles contained therein published in *Oil Daily* in June 2017;
- No. TX 8-481-877 for Edition 67 covering 21 collective works and the articles contained therein published in *Oil Daily* in July 2017;
- No. TX 8-482-019 for Edition 67 covering 23 collective works and the articles contained therein published in *Oil Daily* in August 2017;

- No. TX 8-482-009 for Edition 67 covering 21 collective works and the articles contained therein published in *Oil Daily* in September 2017;
- No. TX 8-500-612 for Edition 67 covering 22 collective works and the articles contained therein published in *Oil Daily* in October 2017;
- No. TX 8-532-290 for Edition 67 covering 22 collective works and the articles contained therein published in *Oil Daily* in November 2017;
- No. TX 8-705-551 for Edition 67 covering 20 collective works and the articles contained therein published in *Oil Daily* in December 2017;
- No. TX 8-686-686 for Edition 68 covering 22 collective works and the articles contained therein published in *Oil Daily* in January 2018;
- No. TX 8-686-594 for Edition 68 covering 20 collective works and the articles contained therein published in *Oil Daily* in February 2018;
- No. TX 8-686-782 for Edition 68 covering 21 collective works and the articles contained therein published in *Oil Daily* in March 2018;
- No. TX 8-686-656 for Edition 68 covering 21 collective works and the articles contained therein published in *Oil Daily* in April 2018;
- No. TX 8-587-433 for Edition 68 covering 22 collective works and the articles contained therein published in *Oil Daily* in May 2018;
- No. TX 8-722-859 for Edition 68 covering 21 collective works and the articles contained therein published in *Oil Daily* in June 2018;
- No. TX 8-686-674 for Edition 68 covering 22 collective works and the articles contained therein published in *Oil Daily* in July 2018;
- No. TX 8-686-742 for Edition 68 covering 23 collective works and the articles contained therein published in *Oil Daily* in August 2018;
- No. TX 8-721-864 for Edition 68 covering 20 collective works and the articles contained therein published in *Oil Daily* in September 2018;
- No. TX 8-721-854 for Edition 68 covering 23 collective works and the articles contained therein published in *Oil Daily* in October 2018;
- No. TX 8-721-874 for Edition 68 covering 22 collective works and the articles contained therein published in *Oil Daily* in November 2018;
- No. TX 8-699-215 for Edition 68 covering 20 collective works and the articles contained therein published in *Oil Daily* in December 2018;
- No. TX 8-699-210 covering 22 collective works and the articles contained therein published in *Oil Daily* in January 2019;
- No. TX 8-699-204 covering 20 collective works and the articles contained therein published in *Oil Daily* in February 2019;
- No. TX 8-705-507 covering 21 collective works and the articles contained therein published in *Oil Daily* in March 2019;
- No. TX 8-715-978 covering 21 collective works and the articles contained therein published in *Oil Daily* in April 2019;
- No. TX 8-730-755 covering 22 collective works and the articles contained therein published in *Oil Daily* in May 2019;
- No. TX 8-744-046 covering 20 collective works and the articles contained therein published in *Oil Daily* in June 2019;
- No. TX 8-785-892 covering 23 collective works and the articles contained therein published in *Oil Daily* in July 2019;
- No. TX 8-823-494 covering 22 collective works and the articles contained therein published in *Oil Daily* in August 2019;

- No. TX 8-824-830 covering 21 collective works and the articles contained therein published in *Oil Daily* in September 2019;
- No. TX 8-825-266 covering 23 collective works and the articles contained therein published in *Oil Daily* in October 2019;
- No. TX 8-824-944 covering 21 collective works and the articles contained therein published in *Oil Daily* in November 2019;
- No. TX 8-833-189 covering 21 collective works and the articles contained therein published in *Oil Daily* in December 2019;
- No. TX 8-848-077 covering 22 collective works and the articles contained therein published in *Oil Daily* in January 2020;
- No. TX 8-848-071 covering 20 collective works and the articles contained therein published in *Oil Daily* in February 2020;
- No. TX 8-864-922 covering 22 collective works and the articles contained therein published in *Oil Daily* in March 2020;
- No. TX 8-897-842 covering 22 collective works and the articles contained therein published in *Oil Daily* in April 2020;
- No. TX 8-887-846 covering 20 collective works and the articles contained therein published in *Oil Daily* in May 2020;
- No. TX 8-894-538 covering 22 collective works and the articles contained therein published in *Oil Daily* in June 2020;
- No. TX 8-896-497 covering 24 collective works and the articles contained therein published in *Oil Daily* in July 2020;
- No. TX 8-903-970 covering 21 collective works and the articles contained therein published in *Oil Daily* in August 2020;
- No. TX 8-905-606 covering 22 collective works and the articles contained therein published in *Oil Daily* in September 2020;
- No. TX 8-939-364 covering 22 collective works and the articles contained therein published in *Oil Daily* in October 2020;
- No. TX 8-941-567 covering 21 collective works and the articles contained therein published in *Oil Daily* in November 2020;
- No. TX 8-954-615 covering 22 collective works and the articles contained therein published in *Oil Daily* in December 2020;
- No. TX 8-957-053 covering 20 collective works and the articles contained therein published in *Oil Daily* in January 2021;
- No. TX 8-997-434 covering 20 collective works and the articles contained therein published in *Oil Daily* in February 2021;
- No. TX 9-000-441 covering 23 collective works and the articles contained therein published in *Oil Daily* in March 2021;
- No. TX 9-027-337 covering 21 collective works and the articles contained therein published in *Oil Daily* in April 2021;
- No. TX 9-030-050 covering 20 collective works and the articles contained therein published in *Oil Daily* in May 2021;
- No. TX 9-026-735 covering 22 collective works and the articles contained therein published in *Oil Daily* in June 2021;
- No. TX 9-027-313 covering 22 collective works and the articles contained therein published in *Oil Daily* in July 2021;
- No. TX 9-035-940 covering 22 collective works and the articles contained therein published in *Oil Daily* in August 2021;

- No. TX 9-037-718 covering 22 collective works and the articles contained therein published in *Oil Daily* in September 2021;
- No. TX 9-082-545 covering 21 collective works and the articles contained therein published in *Oil Daily* in October 2021;
- No. TX 9-088-800 covering 22 collective works and the articles contained therein published in *Oil Daily* in November 2021;
- No. TX 9-083-275 covering 22 collective works and the articles contained therein published in *Oil Daily* in December 2021;
- No. TX 9-082-532 covering 21 collective works and the articles contained therein published in *Oil Daily* in January 2022;
- No. TX 9-130-022 covering 20 collective works and the articles contained therein published in *Oil Daily* in February 2022;
- No. TX 9-123-609 covering 23 collective works and the articles contained therein published in *Oil Daily* in March 2022;
- No. TX 9-134-527 covering 20 collective works and the articles contained therein published in *Oil Daily* in April 2022;
- No. TX 9-191-421 covering 22 collective works and the articles contained therein published in *Oil Daily* in May 2022;
- No. TX 9-146-843 covering 22 collective works and the articles contained therein published in *Oil Daily* in June 2022;
- No. TX 9-179-937 covering 21 collective works and the articles contained therein published in *Oil Daily* in July 2022;
- No. TX 9-217-207 covering 23 collective works and the articles contained therein published in *Oil Daily* in August 2022;
- No. TX 9-216-822 covering 22 collective works and the articles contained therein published in *Oil Daily* in September 2022;
- No. TX 9-226-078 covering 21 collective works and the articles contained therein published in *Oil Daily* in October 2022;
- No. TX 9-222-861 covering 22 collective works and the articles contained therein published in *Oil Daily* in November 2022;
- No. TX 9-269-722 covering 21 collective works and the articles contained therein published in *Oil Daily* in December 2022;
- No. TX 9-280-898 covering 21 collective works and the articles contained therein published in *Oil Daily* in January 2023;
- No. TX 9-289-343 covering 20 collective works and the articles contained therein published in *Oil Daily* in February 2023;
- No. TX 9-270-564 covering 23 collective works and the articles contained therein published in *Oil Daily* in March 2023;
- No. TX 9-271-117 covering 19 collective works and the articles contained therein published in *Oil Daily* in April 2023;
- No. TX 9-317-830 covering 22 collective works and the articles contained therein published in *Oil Daily* in May 2023;
- No. TX 9-324-251 covering 22 collective works and the articles contained therein published in *Oil Daily* in June 2023;
- No. TX 9-320-899 covering 21 collective works and the articles contained therein published in *Oil Daily* in July 2023;
- No. TX 9-328-167 covering 23 collective works and the articles contained therein published in *Oil Daily* in August 2023;

- No. TX 9-350-500 covering 21 collective works and the articles contained therein published in *Oil Daily* in September 2023;
- No. TX 9-348-574 covering 22 collective works and the articles contained therein published in *Oil Daily* in October 2023;
- No. TX 9-343-970 covering 22 collective works and the articles contained therein published in *Oil Daily* in November 2023;
- No. TX 9-381-624 covering 20 collective works and the articles contained therein published in *Oil Daily* in December 2023;
- No. TX 9-429-798 covering 3 collective works and the articles contained therein published in *EI News* in January 2024;
- No. TX 9-393-620 covering 21 collective works and the articles contained therein published in *EI News* in February 2024;
- No. TX 9-437-616 covering 22 collective works and the articles contained therein published in *EI News* in April 2024;
- No. TX 9-438-568 covering 22 collective works and the articles contained therein published in *EI News* in May 2024;
- No. TX 9-436-792 covering 20 collective works and the articles contained therein published in *EI News* in June 2024;
- No. TX 9-445-029 covering 23 collective works and the articles contained therein published in *EI News* in July 2024;
- No. TX 9-439-639 covering 22 collective works and the articles contained therein published in *EI News* in August 2024;
- No. TX 9-478-068 covering 21 collective works and the articles contained therein published in *EI News* in September 2024;
- No. TX 9-480-196 covering 23 collective works and the articles contained therein published in *EI News* in October 2024;
- No. TX 9-476-559 covering 21 collective works and the articles contained therein published in *EI News* in November 2024;
- No. TX 9-488-194 covering 21 collective works and the articles contained therein published in *EI News* in December 2024; and
- No. TX 9-481-303 covering 22 collective works and the articles contained therein published in *EI News* in January 2025.

D. Defendant's *Oil Daily* and *EI News* Subscription History

29. From at least as early as June 2004 through to April 15, 2025, Defendant has maintained a subscription for a single copy of *Oil Daily* or *EI News* and the articles therein by email delivery.

30. At all relevant times, the person Defendant designated to receive its copy of each issue of *Oil Daily* and *EI News* was Rhonda Alford. Upon information and belief, Ms. Alford is an Executive Assistant at Defendant.

31. Defendant has annually renewed its subscription for a single-copy of *Oil Daily* or *EI News* for every year from June 2004 through to April 15, 2025.

32. Plaintiffs' records indicate consistent efforts to increase the number of copies of *Oil Daily* and *EI News* that Defendant subscribed to, yet Defendant consistently elected to purchase only a single copy.

33. As an example, on or about March 4, 2024, Plaintiffs' sales staff contacted Rhonda Alford inquiring whether anyone else employed by Defendant would benefit from a subscription to *EI News*, and reminding Defendant that Defendant's subscription does not permit password sharing or forwarding of *EI News*. Nevertheless, Defendant only renewed its single copy subscription to *EI News*.

34. Plaintiffs have transmitted to Defendant invoices and/or subscription agreements on an annual basis for the renewal of Defendant's subscription for a single copy of *Oil Daily* or *EI News* (the "Subscription Agreement(s)"). By way of example, the Subscription Agreement for Defendant's single-copy subscription to *EI News*, dated March 29, 2022 specifically states that:

The text, images and other materials and information contained, displayed or accessible to you as part of any of the EIG Services are proprietary to EIG, except where otherwise noted, and constitute valuable intellectual property. No material from any part of the EIG Services may be copied, modified, translated, altered, amended, downloaded, archived, transmitted, posted, broadcast, transferred, forwarded, assigned, reproduced or in any other way used or otherwise disseminated in any form for the benefit of any unauthorized third party not subject to a valid and subsisting license agreement with EIG for the same EIG Services, without the explicit written consent of EIG. No content of any of the EIG Services may be used to create derived data or be stored in any shared electronic database or used to create historical compilations or analyses. All unauthorized reproductions, or disseminations or other uses of material contained in the EIG Services shall be deemed willful infringement of EIG's copyright and/or other proprietary and intellectual property rights.

Exhibit D at 2.

35. Defendant was provided and, by payment, acknowledged and accepted the terms of the Subscription Agreements for each year that it received *Oil Daily* and *EI News*.

E. Defendant's Infringement of the Registered Works

36. Analysis of recently available data from Plaintiffs' servers indicated for the first time that Defendant had made several copies of the Registered Works, which were on a variety of different devices and from various IP addresses. Upon information and belief, Defendant has been systematically copying and distributing copies of the Registered Works to multiple other employees of Defendant.

37. Upon information and belief, and by way of example and without limitation, the November 15, 2024 *EI News* HTML content was downloaded by Defendant from Plaintiffs' servers approximately 12 times on at least 10 unique devices, demonstrating that Defendant created and distributed copies of the November 15, 2024 *EI News* to multiple employees of Defendant.

38. Upon information and belief, and by way of further example and without limitation, for the time period between October 7, 2024 and January 10, 2025, the HTML content of 68 issues of *EI News* published by Plaintiffs were downloaded 605 times on at least 101 unique devices by various employees of Defendant, further demonstrating that Defendant was copying and distributing *EI News*.

39. Upon information and belief, it has been Defendant's long-standing practice to regularly, systematically, and extensively copy and distribute the Registered Works, and the articles contained therein to several employees of Defendant.

40. Upon information and belief, Defendant's unlawful copying and distribution of the Registered Works began at least as early as June 1, 2004, and has continued through January 31, 2025.

41. Upon information and belief, Defendant fraudulently concealed its activity of regularly copying and distributing copies of the Registered Works by misstating its needs and uses of the Registered Works and the articles contained therein provided by Plaintiffs.

42. Upon information and belief, and by way of example and without limitation, in response to Plaintiffs' inquiry on or about March 4, 2024 concerning whether anyone else employed by Defendant would benefit from a subscription to *EI News*, Defendant elected only to renew its single copy subscription to *EI News* in an attempt to fraudulently conceal from Plaintiffs the unauthorized and systematic copying and distribution of the Registered Works.

43. Upon information and belief, Defendant's email servers, servers, and computer systems are highly secure and only those individuals or entities that Defendant designates may access them.

44. Upon information and belief, Defendant's email servers, servers, and computer systems cannot be accessed by the general public or by Plaintiffs.

45. Upon information and belief, despite the Copyright Notice appearing in every Registered Work and the Copyright Warnings provided systemically to Defendant during the term of the Subscription Agreements, Defendant has been making copies of the Registered Works, and the articles contained therein, and forwarding or otherwise distributing the same, all in violation of Plaintiffs' copyrights in the Registered Works.

46. Upon information and belief, Defendant had actual knowledge of the Copyright Notice and Copyright Warnings that appeared in every Registered Work during the terms of the Subscription Agreements, or acted by willfully ignoring the Copyright Notice and Copyright Warnings or by recklessly disregarding Plaintiffs' copyrights in the Registered Works.

47. Plaintiffs have never authorized Defendant to copy and/or distribute the

Registered Works.

48. Upon information and belief, Defendant actively, fraudulently and willfully infringed Plaintiffs' copyrights in the Registered Works and concealed its regular and systematic copying and forwarding of the Registered Works, and the articles contained therein, from Plaintiffs.

49. Due to the Copyright Notice and Copyright Warnings and Plaintiffs' sales efforts to increase the amount of Defendant's subscription to the Registered Works, Defendant has willfully violated Plaintiffs' exclusive rights to reproduce and distribute the Registered Works rather than subscribing to and purchasing the actual number of needed copies of the Registered Works.

50. Upon information and belief, Defendant's actions of copying and distributing the Registered Works constitute willful copyright infringement of Plaintiffs' Registered Works.

COUNT ONE

(INFRINGEMENT OF THE REGISTERED WORKS)

51. Plaintiffs repeat and reallege the allegations of Paragraphs 1–50 as though fully set forth herein.

52. The Registered Works are highly original and contain creative expression and independent analysis. The individual works comprising the Registered Works are original works copyrighted under 17 U.S.C. § 102(a).

53. Plaintiffs owns all right, title, and interest in and to the Registered Works and are the owners of valid copyright registrations for the Registered Works. *See* Exhibit C.

54. As the owner of the Registered Works, Plaintiffs have the exclusive right to (1) reproduce the Registered Works and (2) distribute copies of the Registered Works pursuant

to Section 106 of the Copyright Act, 17 U.S.C. § 106.

55. Copies of the Registered Works were delivered to and were received by Defendant pursuant to the Subscription Agreements and the clear and conspicuous Copyright Notice and Copyright Warnings prohibiting copying and distribution of the Registered Works.

56. Upon information and belief, Defendant has for years willfully copied and distributed all the Registered Works, on a consistent and systematic basis, without Plaintiffs' authorization or consent, and concealed these activities from Plaintiffs.

57. Based on the inclusion of the Copyright Notice and Copyright Warnings on each of the issues of the Registered Works, Defendant knew and/or was on notice that the Registered Works were and are protected by the copyright laws, and Defendant is therefore unable to assert a defense of innocent infringement. *See* 17 U.S.C. § 401(d).

58. The Subscription Agreements, the Copyright Notice, Copyright Warnings, and U.S. copyright law prohibit copying and distributing of the Registered Works. *See* 17 U.S.C. § 501(a).

59. Upon information and belief, Defendant willfully infringed the copyrights in the Registered Works by acting with knowledge that its actions constituted infringement, or at least with reckless disregard of, or willful blindness to, Plaintiffs' copyrights.

60. Defendant's acts violate Plaintiffs' exclusive rights under Section 106 of the Copyright Act of 1976, 17 U.S.C. § 106, as amended, and constitute willful infringement of Plaintiffs' copyrights in the Registered Works. Defendant's copying, transmitting, and distribution of Plaintiffs' Registered Works constitute a willful and deliberate infringement of Plaintiffs' copyrights and has caused irreparable harm and damage to Plaintiffs.

61. Plaintiffs have no adequate remedy at law.

JURY DEMAND

Plaintiffs hereby demand a jury trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendant on the foregoing claims as follows:

- (1) that Defendant, its directors, officers, agents, subsidiaries, and affiliates, and all persons acting by, through, or in concert with any of them, be permanently enjoined from infringing any copyrights of Plaintiffs in any manner, and from copying, exhibiting, transmitting, displaying, distributing, or preparing derivative works from any of the copyrighted material in any past, present, or future issue of *Oil Daily* and *EI News*, including the Registered Works and the articles contained therein;
- (2) that Defendant be required to permanently destroy all copies of the Registered Works made or used by Defendant without Plaintiffs' authorization, in violation of Plaintiffs' rights, including, without limitation, from any computer hard drive or server within Defendant's possession, custody or control;
- (3) that Defendant be enjoined from copying and distributing copies of the Registered Works that Defendant purchased under Defendant's Subscription Agreements;
- (4) that Defendant be required to pay to Plaintiffs such actual damages as they have sustained and/or statutory damages, at Plaintiffs' election, as a result of Defendant's copyright infringement of the Registered Works pursuant to 17 U.S.C. § 504, which should be increased due to Defendant's willful infringement pursuant to 17 U.S.C. § 504(c)(2);

- (5) that Defendant be required to account for and disgorge to Plaintiffs all gains, profits, and advantages derived from its copyright infringement of the Registered Works pursuant to 17 U.S.C. § 504;
- (6) that the Court issue an Order requiring Defendant to hold harmless and indemnify Plaintiffs from any claim(s) raised by any third party who allegedly relied on any of Plaintiffs' publications it received as a result of Defendant's unauthorized use of the Plaintiffs' copyrighted materials;
- (7) that the Court enter judgment against Defendant in favor of Plaintiffs' claims, including pre-judgment and post-judgment interest, as allowed by law;
- (8) that the Court enter judgment against Defendant finding that its unlawful copying, transmitting, and distributing of the Registered Works and the articles contained therein was willful;
- (9) that Defendant be ordered to pay to Plaintiffs their costs in this action along with reasonable attorneys' fees pursuant to 17 U.S.C. § 505; and
- (10) that Plaintiffs be granted such other, further, and different relief as the Court deems just and proper.

Dated: June 6, 2025

POWLEY & GIBSON, P.C.

By: /s/ Stephen M. Ankrom
Robert L. Powley
New York State Bar No. 2467553
(*pro hac vice* application forthcoming)
rlpowley@powleygibson.com
Stephen M. Ankrom
New York State Bar No. 4609426
(*pro hac vice* application forthcoming)
smankrom@powleygibson.com
Rylan S. Brook
New York State Bar No. 5846480

(*pro hac vice* application forthcoming)
rsbrook@powleygibson.com

60 Hudson Street, Suite 2203
New York, NY 10013
Telephone: (212) 226-5054
Facsimile: (212) 226-5085

Attorneys for Plaintiffs
ENERGY INTELLIGENCE GROUP,
INC. and ENERGY INTELLIGENCE
GROUP (UK) LIMITED