

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

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U.S. DISTRICT CO
DISTRICT OF MA

John F. Dunn)
a/k/a Jack Dunn,)
)
Plaintiff)
v.)
)
Dan Brown, and)
Simon and Schuster, Inc.,)
)
Defendants)

Complaint and Demand for Jury Trial

Civil Action No. 10CV11383-MBB

NOW COMES *pro se* the Plaintiff, John F. Dunn a/k/a Jack Dunn (hereinafter "Dunn") as and for his Complaint against the Defendants Dan Brown (hereinafter "Brown") and Simon and Schuster, Inc. (hereinafter "S & S"), alleges as follows:

COUNT 1

1. Dunn, a natural person, resides at 2 Rene Drive, Holyoke, Hampden County, MA and derives income from doing business throughout the Commonwealth of Massachusetts and elsewhere.
2. Brown, a natural person, resides in or near Exeter, New Hampshire and, based upon information and belief, derives income from doing business throughout the Commonwealth of Massachusetts and elsewhere which has had, and continues to have, a direct and foreseeable impact upon local commerce thereby establishing minimum contacts with and purposefully avails himself of the benefits and protections of local laws. *See*, Brown's statement dated 21 December 2005 identified in paragraph 13 *infra*.
3. S & S, a division of CBS Corp., has a place of business at 1230 Avenue of the Americas, New York, NY 10020, is a corporation organized under the laws of the State of New York who's resident agent in Massachusetts is The Prentiss-Hall Corp. System,

Inc., 84 State Street, Boston, MA 02109 and, based upon information and belief, S & S derives income from doing business throughout the Commonwealth of Massachusetts and elsewhere which has had, and continues to have, a direct and foreseeable impact upon local commerce thereby establishing minimum contacts with and purposefully avails itself of the benefits and protections of local laws.

4. Jurisdiction over the subject matter of this action exists pursuant to 28 U.S.C. §§ 1331 and 1338(a) as enacted by authority in United States Const. Art. 1 §8, clause 8. Based upon information and belief, the amount in controversy exceeds One Hundred Million (\$100,000,000.00) Dollars.

5. Dunn is the creator and author of several novels, one of which is a work of literary historical fiction entitled *The Vatican Boys* that is protected by United States copyright registration no. TXu-823-773 dated 05 November 1997 as evidenced by a Certificate of Registration annexed hereto as Exhibit "A" and incorporated herein by reference (hereafter "*The Vatican Boys*").

6. *The Vatican Boys* contains a literary structure and large amounts of material wholly original to Dunn that is copyrighted pursuant to the United States Copyright Act, 17 U.S.C. §101-103 *et seq* (hereinafter "*The Act*").

7. Since 05 November 1997 all copies of *The Vatican Boys* have been printed, bound, published and distributed for sale in commerce by Dunn, or under his authority and license, all in accordance with the Act and all other laws governing copyright.

8. Since 05 November 1997 Dunn has been and still is the sole proprietor of all rights, title and interest in and to said copyright in *The Vatican Boys*.

9. Dunn has neither transferred any rights nor granted any license to either

Defendant named in this action that would allow them to copy a protected element, concept, character, structure or presentation contained or expressed in The Vatican Boys.

10. After 05 November 1997, Brown purportedly wrote and caused to be placed for sale in commerce a book entitled *Angels and Demons* (hereinafter “*Angels and Demons*”) into which Brown, as alleged by Dunn, misappropriated a large amount of constituent elements of *The Vatican Boys* that would and reasonably does appear substantially similar to both an ordinary lay observer and to a literary expert including, but not limited to structure, patterns, thematic expression, settings, timing and narrative sequence of many events, as well as in the introduction, development and interplay of key characters and objects, and other protected literary elements that were created by Dunn and are original to *The Vatican Boys*.

11. In June of 2008 Dunn first read the book *Angels and Demons*, becoming aware that it contained many striking similarities to *The Vatican Boys*. From and after June of 2008, Dunn has received numerous reports by many individuals, lay and expert, that to each of them *Angels and Demons* appeared very similar to and alike *The Vatican Boys*, as if Brown and S & S had used *The Vatican Boys* as a palette to purportedly construct and publish *Angels and Demons*.

12. Dunn has received credible oral and written preliminary opinions from literary and/or linguistic experts confirming that substantial similarities in many constituent elements between *The Vatican Boys* and *Angels and Demons* are present and would be readily apparent to both a reasonable lay reader and to an experienced expert reader.

13. Brown had access to *The Vatican Boys* before *Angels and Demons* was published because *The Vatican Boys* was published and placed in commerce for sale long before

Angels and Demons was first sold in Massachusetts and elsewhere. On 21 December 2005, Brown admitted in paragraphs 66 – 68 of his statement to the Chancery Division in the High Court of Justice in the action of Michael Baigent and Richard Leigh v. The Random House Group, Ltd. that in or about 1999 Brown and his spouse Blythe, were “selling books out of [their] car at *local* events...and low profile publishing events” (emphasis added). At that time Brown lived in or near Exeter, New Hampshire.

14. Upon information and belief, either Brown or his intermediaries read Dunn’s protected literary work prior to Brown’s purported authorship and creation of Angels and Demons then conveyed or advised Brown of the content, plot, themes, presentation, descriptions, main and ancillary characters, pacing, sequence, symbolism, style and overall structure, and other copyrighted and protected elements of Dunn’s work (hereinafter “protected elements”).

15. Dunn avers that Brown, after reading or learning of Dunn’s work and its protected elements, nonetheless copied or otherwise used Dunn’s protected elements in Brown’s purported authorship of Angels and Demons. Alternatively, Angels and Demons is so similar or virtually identical in many instances to The Vatican Boys including, without limitation, in the numerous ways alleged herein that the only conclusion reasonably determinable is that Brown either read or was advised of the content of The Vatican Boys then used it as a palette to copy or plagiarize the protected elements of Dunn’s work.

16. Dunn notified the Defendants’ of said copyright infringement on August 12, 2010.

17. The many reports received by Dunn from his readers and the several credible preliminary opinions he has received from literary and/or linguistic experts make clear that after comparing Angels and Demons to The Vatican Boys objective members of the

reading public believed, or would believe, that the books are substantially similar in virtually every substantive and significant constituent element.

18. Dunn is entitled to protection of his copyrighted intellectual property and ideas embodied in *The Vatican Boys* pursuant to 17 U.S.C. §§ 101 and 102.

19. All of the foregoing allegations indicate that Brown and S & S have infringed and will continue to infringe on Dunn's validly existing copyright by publishing and selling *Angels and Demons* thereby depriving Dunn of the value of his intellectual property which has prevented, and continues to prevent, Dunn from fully exploiting his own literary work.

20. The conduct of Brown and S & S for their own commercial gain has caused, and continues to cause, significant harm to Dunn for which Dunn is entitled to recover from them, jointly and severally, compensatory or statutory damages pursuant to 17 U.S.C. §§ 106 and 504.

21. Upon information and belief, the conduct of Brown and S & S violates Dunn's valid copyright and has resulted in their receipt of millions of dollars in income from worldwide sales and distribution of *Angels and Demons*, as well as from the sale or licensing of merchandise, motion pictures and other products connected with or derived from the book *Angels and Demons*.

22. As a further result of the conduct of Brown and S & S, Dunn is entitled to recover from them all damages that he has sustained and will continue to sustain, in addition to any gains, profits and advantages obtained by Brown and S & S from their infringement believed by Dunn to exceed One Hundred Million (\$100,000,000.00) Dollars.

COUNT II

23. Dunn repeats and incorporates by reference each and every allegation contained in paragraphs 1 – 22 inclusive, *supra*, as if fully set forth herein.

24. Caused by the illegal and infringing conduct of Brown and S & S, Dunn is entitled to royalties and damages measured, in part, by the profits received directly and indirectly by Brown and S & S, the exact amount of which is unascertainable without a full and complete accounting furnished by them to Dunn of all income, expenses, profits and other pertinent information directly or indirectly related to Angels and Demons and its related works, products or projects including, but not limited to, screenplays, imprints, merchandise and motion pictures in every form or format.

COUNT III

25. Dunn repeats and incorporates by reference each and every allegation contained in paragraphs 1 – 24 inclusive, *supra*, as if fully set forth herein.

26. Caused by the illegal and infringing conduct of Brown and S & S they have been, and continue to be, unjustly enriched at the expense and detriment of Dunn who, on information and belief, alleges that Brown and S & S have retained and intend to continue retaining all of the benefits derived from their infringement of Dunn's copyright which, in good conscience and equity, they should not be permitted to retain and should pay to Dunn.

27. As a result of the unjust enrichment of Brown and S & S, Dunn is entitled to damages, jointly and severally, in an amount reasonably believed by Dunn to exceed One Hundred Million (\$100,000,000.00) Dollars.

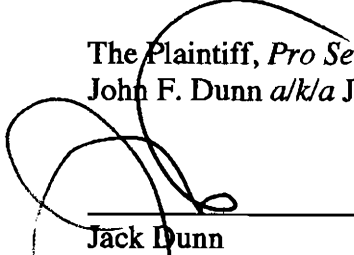
WHEREFORE the Plaintiff John F. Dunn *a/k/a* Jack Dunn respectfully demands

a trial by jury on all issues so triable and that this Court awards relief as follows:

1. That judgment be entered against the Defendants, jointly and severally, declaring that they each infringed and continue to infringe upon the Plaintiff's lawful copyright;
2. That each Defendant was, and continues to be, unjustly enriched by said infringement of Dunn's lawful copyright;
3. That each Defendant be directed to provide to the Plaintiff a full and complete accounting of all income, profits and expenses, and all other pertinent financial information relating to the sales of the book Angels and Demons and all related products, imprints and productions based in whole or in part on said book including, but not limited to, merchandise, paid appearances and speaking engagements, screenplays, films and motion pictures in every form or format; and
4. Such additional and further relief that this Court deems just and proper.

The Plaintiff, *Pro Se*
John F. Dunn *a/k/a* Jack Dunn

Date: August 12, 2010



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