

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF INDIANA
FORT WAYNE DIVISION



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LIFEWISE, INC.
5375 Grace St
Hilliard, Ohio 43026

Plaintiff, :

v. :

ZACHARY PARRISH
6051 Radcliffe Dr.
Fort Wayne, Indiana 46816

Defendant.

Case No.: _____

Judge _____

COMPLAINT

JURY TRIAL DEMANDED

Plaintiff LifeWise, Inc. ("LifeWise"), by and through counsel, and for its Complaint, on knowledge and otherwise upon information and belief, states as follows:

PRELIMINARY STATEMENT

1. This is a case of willful copyright infringement involving registered copyrighted works obtained by deceit.

2. LifeWise is a privately funded Christian non-profit that provides public school families with released time religious instruction in traditional, character-based, Biblical teaching during school hours. It only provides the religious instruction to families that want it. And it does so off school property.

3. LifeWise calls its released time religious instruction program LifeWise Academy, and it is permitted to offer this program to public school students under released time religious instruction statutes in Indiana and across the country. These statutes are constitutional under the U.S. Supreme Court's holding in *Zorach v. Clauson*, 343 U.S. 306 (1952).

4. The LifeWise Academy curriculum ("LifeWise Curriculum") is protected by copyright.

5. Defendant Zachary Parrish posed as a LifeWise volunteer to gain access to internal LifeWise documents.

6. Upon Information and belief, Mr. Parrish used unauthorized means to obtain the password-protected LifeWise Curriculum only accessible by paid employees of LifeWise who have been issued login credentials.

7. Mr. Parrish published internal LifeWise documents and the entire copyrighted LifeWise Curriculum on his website: <https://parentsagainstlifewise.online/> ("Website").

8. LifeWise tried multiple times to reason with Mr. Parrish to remove the LifeWise Curriculum from his Website. But Mr. Parrish refused.

9. In response to LifeWise's cease and desist letter, Mr. Parrish responded with a meme stating: "it's called fair use bitch."

10. No, it's not. And LifeWise is entitled to relief.

JURISDICTION AND VENUE

11. The Court has subject matter jurisdiction over this action because it arises under federal law, 17 U.S.C. §§ 101 *et seq.* See also 28 U.S.C. § 1331 (federal question jurisdiction), and 28 U.S.C. § 1338(a) (jurisdiction over copyright actions).

12. The Court also has personal jurisdiction over the defendant. Mr. Parrish consented to the jurisdiction of the Court in his DMCA Counter Notice by consenting to personal jurisdiction where his address is located, and providing the address set forth in the caption and *infra* ¶ 20.

13. Venue is proper in this district under 28 U.S.C. § 1391(b)(1)&(2) in that the defendant resides in this district and a substantial part of the events or omissions giving rise to the claim occurred in this district.

PARTIES

14. Plaintiff LifeWise, Inc. is a not-for-profit corporation that is incorporated in Ohio and organized and exempt under Section 501(c)(3) of the Internal Revenue Code. LifeWise has its principal place of business in Hilliard, Ohio.

15. LifeWise was previously known as Stand for Truth, Inc. The relevant copyrights were registered to Stand for Truth, Inc. as the author on July 8, 2021 prior to changing the corporate name to LifeWise, Inc. on September 7, 2022.

16. LifeWise is a Christian ministry which provides released time religious instruction to public school students. LifeWise operates local chapter programs run by local staff and volunteers who teach the Bible to public school students once a week.

17. LifeWise entered into a white label copyright licensing agreement with Lifeway Christian Resources (“Lifeway”) to develop the LifeWise Curriculum based on Lifeway’s copyrighted Sunday school curriculum called the Gospel Project.

18. At the time the infringement commenced, LifeWise was the exclusive owner of the LifeWise Curriculum set forth on Exhibit A (the “Registered Copyright Works”).

19. LifeWise's employees and contractors authored the Registered Copyrighted Works in or around 2019 as part and within the scope of their employment or service with LifeWise. Because the Registered Copyrighted Works are works made for hire within the scope of employment or pursuant to an independent contractor agreement with LifeWise, LifeWise owns any and all copyright rights in the Registered Copyrighted Works.

20. Upon information and belief, Defendant Zachary Parrish is an individual who resides at 6051 Radcliffe Drive, Fort Wayne, Indiana 46816. Upon information and belief, Zachary Parrish is a citizen of Indiana.

21. Upon information and belief, Mr. Parrish owns and controls the Website.

22. Upon information and belief, Mr. Parrish is acting in concert with other individuals to distribute, display, and/or publish the LifeWise Curriculum, and LifeWise will add additional defendants as necessary.

FACTS

A. Plaintiff and its Copyrighted Works

23. This is a case of willful copyright infringement in violation of 17 U.S.C. §§ 106(1), 501, and 1202. LifeWise is a privately funded Christian non-profit providing released time religious instruction to public school students during school hours with the consent of parents and off school property.

24. After signing a licensing agreement with Lifeway for the Gospel Project, LifeWise created and published the LifeWise Curriculum which includes videos, activity pages, leader guides, cards, and printables.

25. The LifeWise Curriculum is a derivative work of the Gospel Project, but it is a distinct and unique curriculum.

26. Under its white label licensing agreement, LifeWise pays Lifeway a licensing fee based on the number of students served annually. Further, LifeWise agrees not to distribute the LifeWise Curriculum outside of the agreed upon terms of said agreement including but not limited to its exclusive use in the United States and within a classroom setting with student learners.

27. LifeWise hosts the LifeWise Curriculum in a password protected portion of its website solely for use by local LifeWise Academy chapter programs across the United States.

28. Local LifeWise Academy chapter programs must pay a fee to access the LifeWise Curriculum.

B. Mr. Parrish's Infringing Conduct

29. In addition to owning and controlling the Website, Mr. Parrish is also the administrator of a private Facebook group called Parents Against LifeWise which was created on September 1, 2023 and now has approximately 2,500 members (the "Facebook Group").¹

30. In or about March 2024, Mr. Parrish signed up online to volunteer for LifeWise.

31. Upon information and belief, Mr. Parrish does not support LifeWise's mission. Instead, his goal was to gather information and internal documents with the hope of publishing information online which might harm LifeWise's reputation and galvanize parents to oppose local LifeWise Academy chapters in their communities.

¹ There is also a public version of the Parents Against LifeWise Facebook group which upon information and belief is also controlled by Mr. Parrish.

32. Upon information and belief and after submitting his fraudulent volunteer application, Mr. Parrish improperly gained access to LifeWise’s information storage systems, downloaded internal LifeWise documents, and posted them to his Website. He also improperly obtained and posted a digital copy of the entire LifeWise Curriculum.

33. On April 9, 2024, LifeWise’s attorney sent Mr. Parrish a cease and desist letter informing him of his infringement and requesting he remove LifeWise’s internal documents, which are currently unregistered works, from the Website.

34. Mr. Parrish responded by emailing a meme stating: “it’s called fair use bitch.”

35. On or about June 10, 2024, Mr. Parrish published the entire copyrighted LifeWise Curriculum on his Website. He also posted links to the LifeWise Curriculum on the Facebook Group.

36. LifeWise discovered the Registered Copyright Works being reproduced, distributed and publicly displayed, without Plaintiff’s authorization, at the following URLs associated with the Website:

- a. <https://parentsagainstlifewise.online/year-1-curriculum/>
- b. <https://parentsagainstlifewise.online/year-2-curriculum/>
- c. <https://parentsagainstlifewise.online/year-3-curriculum/>
- d. <https://parentsagainstlifewise.online/lifewise-year-4-curriculum/>
- e. <https://parentsagainstlifewise.online/lifewise-year-5-curriculum/>

37. Mr. Parrish’s unauthorized reproduction, distribution, and public display of the Registered Copyright Works are referred to herein as the (“Infringing Works”).

38. On or about June 10, 2024, Steve Clifton, LifeWise Chief Operating Officer, sent Mr. Parrish various messages and comments through Facebook asking him to remove the LifeWise Curriculum from his Website. Mr. Parrish refused.

39. The Website is a WordPress site hosted and published by Automattic Inc.

40. After LifeWise made multiple requests asking Mr. Parrish to remove the Infringing Works, LifeWise filed a Digital Millennium Copyright Act (DMCA) Complaint and Takedown Notice with Automattic Inc.

41. In response, Automattic Inc. removed the LifeWise Curriculum from the Website. But Mr. Parrish filed a DMCA Counter Notice declaring under penalty of perjury that the removal of the Infringing Works was “the result of a mistake or misidentification of the material removed.” This is a false statement.

42. On June 20, 2024, Automattic informed LifeWise of Mr. Parrish’s DMCA Counter Notice via email and stated: “You now have a period of 10 business days to initiate legal action against the individual responsible for the material’s publication and submission of this Counter Notice.” The email went on to say: “[i]f no further action is taken, we will be required to restore access to the material [Infringing Works] at the end of the 10 business-day period.” Automattic has assured LifeWise that “[a]ccess to the content in question [Infringing Works] will then remain disabled until a determination is made by the court.”

43. LifeWise is entitled to injunctive relief as well as statutory damages (enhanced for willful infringement) or actual damages and the recovery of its costs and reasonable attorney’s fees in an amount to be established at trial. 17 U.S.C. §§ 501, 502, 504 *et seq.*

44. Mr. Parrish published the Infringing Works on his Website including by displaying and distributing in digital form the entire LifeWise Curriculum.

45. By these activities, Mr. Parrish's Website supplies readers with the full texts of the Registered Copyright Works which those readers would otherwise have to purchase in paper format, or acquire in digital format in the future through LifeWise itself.

46. Mr. Parrish claims that his actions are justified because he is educating parents about the LifeWise Curriculum. However, LifeWise provides a comprehensive 27-page summary of the LifeWise Curriculum on his website to anyone who provides their name, email address, and zip code.

47. On information and belief, Mr. Parrish's exploitation of the Registered Copyrighted Works was willful, and in disregard of, and with indifference to, the rights of LifeWise. On further information and belief, Mr. Parrish's intentional, infringing conduct was undertaken to reap the creative benefit and value associated with the Registered Copyrighted Works. By failing to obtain LifeWise's authorization to use the Registered Copyrighted Works or to compensate LifeWise for the use, Mr. Parrish has avoided payment of license fees and other financial costs associated with obtaining permission to exploit the Registered Copyrighted Works, as well as the restrictions that LifeWise is entitled to and would place on any such exploitation as conditions for LifeWise's permission, including the right to deny permission altogether. And Mr. Parrish's conduct allows others to do the same.

48. Mr. Parrish's unauthorized reproductions and public distributions of the LifeWise Curriculum constitute infringements of LifeWise's valuable copyright rights.

49. The Infringing Works are directly competitive with the LifeWise provided version of the Registered Copyright Works, and they allow users to obtain the LifeWise Curriculum for free without paying for the same.

50. Threatened harm to LifeWise is imminent from Mr. Parrish's Website. And it is highly likely that some local programs will download free versions of the LifeWise Curriculum if not enjoined.

51. LifeWise has made very significant investments of time and money in creating the LifeWise Curriculum. Mr. Parrish's misappropriation of the LifeWise Curriculum, if not enjoined, will deprive LifeWise of the benefit of its work creating the LifeWise Curriculum.

52. Defendant's acts are causing, and unless restrained, will continue to cause damage and immediate irreparable harm to LifeWise for which LifeWise has no adequate remedy at law.

COUNT 1

Intentional Federal Copyright Infringement against Mr. Zachary Parrish

(17 U.S.C. § 501)

53. LifeWise, Inc. restates and incorporates each of the preceding paragraphs as if fully set forth herein.

54. The Registered Copyrighted Works are a derivative curriculum containing copyrightable subject matter for which copyright protection exists under the Copyright Act, 17 U.S.C. § 101 *et. seq.* LifeWise is the exclusive owner of rights under copyright in and to the Registered Copyrighted Work. LifeWise owns a valid copyright registration for the Registered Copyrighted Works. Attached as Exhibit A is a copy of the certificate for the LifeWise

Curriculum, Registration Number TX0009112452 / 2021-07-08, obtained from the United States Copyright Office.

55. Lifeway provided LifeWise with the right to create the Registered Copyrighted Works as a derivative work of the Gospel Project and to register the LifeWise Curriculum and to sue for the infringement of the Registered Copyright Works.

56. Through Mr. Parrish's conduct alleged herein, including his reproduction, distribution, public display, and publication of the Registered Copyrighted Works without LifeWise's permission, Mr. Parrish has directly infringed LifeWise's exclusive rights in the Registered Copyrighted Work in violation of Section 501 of the Copyright Act,.

57. Plaintiff is entitled to statutory damages under federal law including the maximum statutory damages pursuant to 17 U.S.C. § 504(c) in the amount of \$150,000 for Mr. Parrish's willful infringing conduct, and for such other amount as may be proper pursuant to 17 U.S.C. § 504(c).

58. LifeWise further is entitled to its attorneys' fees and costs pursuant to 17 U.S.C. § 505.

59. As a direct and proximate result of the Mr. Parrish's infringement, LifeWise has sustained and will continue to sustain substantial, immediate, and irreparable injury, for which there is no adequate remedy at law. On information and belief, unless Mr. Parrish's infringement is enjoined by the Court, Mr. Parrish will continue to infringe the Registered Copyrighted Works. LifeWise therefore is entitled to a permanent injunctive relief restraining and enjoining the same.

PRAYER FOR RELIEF

WHEREFORE, LifeWise requests judgment against Mr. Parrish as follows:

60. That Mr. Parrish has violated Section 501 of the Copyright Act (17 U.S.C. § 501).

61. Granting an injunction permanently enjoining Mr. Parrish, his agents, affiliates, and all of those in active concert and participation with any of the foregoing persons and entities who receive actual notice of the Court's order by personal service or otherwise, from:

a. distributing, displaying, or publishing or authorizing any third party to distribute, display, or sell the Registered Copyrighted Works and any products, works, or other materials that include, copy, are derived from, or otherwise embody the Registered Copyrighted Work; and

b. aiding, assisting, or abetting any other individual or entity in doing any act prohibited by sub-paragraph (a).

62. Ordering Mr. Parrish to destroy or deliver up for destruction all materials in his possession, custody, or control used in connection with his infringing conduct, including without limitation all remaining copies of the Registered Copyrighted Works and any products and works that embody any reproduction or other copy or colorable imitation of the Registered Copyrighted Works.

63. Awarding LifeWise:

a. damages sustained by LifeWise a result of Defendant Zachary Parrish's infringing conduct, in an amount to be proven at trial;

c. should LifeWise so elect, statutory damages pursuant to 17 U.S.C. § 504(c) instead of actual damages or profits;

- d. LifeWise's reasonable attorneys' fees and costs pursuant to 17 U.S.C. § 505; and
 - e. interest, including pre-judgment and post-judgment interest, on the foregoing sums.
64. Awarding such other and further relief as the Court deems just and proper.

Dated: July 2, 2024

Respectfully submitted,

s/ Joseph P. Ashbrook
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