

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

ROBERT COX,

Plaintiff,

v.

LALIT K. LOOMBA, ESQ., and  
THE QUINN LAW FIRM, PLLC

Defendant.

Case No.

**COMPLAINT**

DEMAND FOR JURY TRIAL

Plaintiff, Robert Cox alleges as follows:

**JURISDICTION AND VENUE**

1. This is a civil action seeking damages and injunctive relief for copyright infringement under the Copyright Act of the United States, 17 U.S.C. § 101 et seq.

2. This Court has personal jurisdiction over Defendants because Defendant Lalit K. Loomba, Esq., conducts business in the State of New York as an attorney at THE QUINN LAW FIRM, and Defendant THE QUINN LAW FIRM, PLLC is organized under the laws of New York with offices in this state. The acts of infringement complained of herein occurred in the State of New York, and Defendants have caused injury to Plaintiff's intellectual property within this state.

3. Venue is proper pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to Plaintiff's claim occurred in this judicial district, and Defendants conduct business in this district. Alternatively, venue is also proper pursuant to 28 U.S.C. § 1400(b) because Defendants committed the acts of infringement and have a regular and established place of business in this judicial district.

**PARTIES**

4. Plaintiff Robert Cox (“Cox”) is an individual residing in Dublin, Ireland, and the sole owner and operator of Words in Edgewise, a subscription-based website located at <https://www.robertcox.ie>.

5. Defendant Lalit K. Loomba, Esq. (“Loomba”), is an individual and an attorney practicing at THE QUINN LAW FIRM, PLLC with an office at 399 Knollwood Road, Suite 220, White Plains, New York 10603.

6. Defendant THE QUINN LAW FIRM, PLLC (“Quinn”) is a Professional Limited Liability Company organized under the laws of New York, with one or more offices in White Plains, New York, including at 399 Knollwood Road, Suite 220, White Plains, New York 10603. Loomba represents employees of the City of New Rochelle, and his legal fees are paid by the City.

### **FACTUAL ALLEGATIONS**

7. Plaintiff Robert Cox is the sole author and exclusive rights holder to an original article titled “My Response to Lawfare by Dawn Warren, Adam Salgado, and the City of New Rochelle” (the “Article”), published on Words in Edgewise on January 6, 2025, and an original image embedded therein. The registered copyright covers the Article’s text, a photograph of Adam Salgado taken by Plaintiff, and the derivative work created by combining Plaintiff’s photograph with a screenshot from a City Council meeting video, excluding the pre-existing screenshot itself.

8. A true and correct copy of the Article and image as published on the website is available for inspection upon request and will be provided as an exhibit upon issuance of the copyright registration certificate.

9. The Article and image are protected by U.S. copyright law, with Plaintiff having registered the work with the United States Copyright Office on May 26, 2025, under pending registration number [to be updated upon receipt].

10. The Article was first published on the Words in Edgewise website on January 6, 2025, accessible only to paid subscribers behind a paywall, and included a credit to Plaintiff as the author.

11. On or about January 6, 2025, Defendant Loomba purchased a subscription to Words in Edgewise, agreeing to the Terms of Service at <https://>

www.robertcox.ie/terms-of-service/, which grant a limited license for personal, non-commercial use and prohibit reproduction and distribution without permission.

12. Despite these restrictions, Defendant Loomba converted the Article and image into a PDF format (an act of reproduction) and distributed the PDF to two lawyers at THE QUINN LAW FIRM, PLLC and two employees of the City of New Rochelle, none of whom are subscribers, without Plaintiff's authorization.

13. The PDF may have been circulated to additional recipients beyond the initial four, the full extent of which is unknown to Plaintiff, amplifying the unauthorized distribution.

14. Defendants' actions, supported by City of New Rochelle funding, undermined the paywall model of Words in Edgewise, causing market harm by depriving Plaintiff of potential subscription revenue, estimated at \$70 annually per non-subscriber who accessed the Article.

### **FIRST CAUSE OF ACTION**

### **COPYRIGHT INFRINGEMENT**

#### **17 U.S.C. § 101 et seq.**

15. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

16. Plaintiff did not consent to, authorize, permit, or allow in any manner the said use of Plaintiff's unique and original Article and image.

17. Plaintiff is informed and believes and thereon alleges that Defendants breached Title 17 of the U.S. Code, in that they used, reproduced, distributed, and otherwise held out to the public the original and unique work of the Plaintiff without Plaintiff's consent or authority, and acquired market benefit as a result by circumventing the subscription model.

18. As a result of Defendants' violations of Title 17 of the U.S. Code, Plaintiff is entitled to actual damages pursuant to 17 U.S.C. § 504(b), or statutory damages in an amount up to \$150,000 pursuant to 17 U.S.C. § 504(c) if the infringement is deemed willful.

19. As a result of Defendants' violations of Title 17 of the U.S. Code, the Court in its discretion may allow the recovery of full costs, though Plaintiff proceeds pro se.

20. Plaintiff is also entitled to injunctive relief to prevent or restrain infringement of his copyright pursuant to 17 U.S.C. § 502.

## **SECOND CAUSE OF ACTION**

### **BREACH OF TERMS OF SERVICE**

21. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

22. Defendant Loomba's subscription to Words in Edgewise was governed by the Terms of Service, which prohibit unauthorized reproduction and distribution of the Article and image.

23. Defendant Loomba's actions in converting the Article and image into a PDF and distributing it to others constituted a material breach of the Terms of Service, including the "Ownership and Restrictions on Use" and "Code of Conduct" sections.

24. As a result of this breach, Plaintiff has suffered damages, including lost subscription revenue and harm to the content distribution model.

## **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays that judgment be entered against Defendants as follows:

- a. For a finding that Defendants infringed Plaintiff's copyright interest in the Article and image by reproducing and distributing them without a license or consent;
- b. For an award of actual damages and disgorgement of any profits attributable to the infringement as provided by 17 U.S.C. § 504 in an amount to be proven, or, in the alternative, at Plaintiff's election, an award of statutory damages against Defendants in an amount up to \$150,000 for the

willful infringement of the registered work pursuant to 17 U.S.C. § 504(c), whichever is larger;

c. For compensatory damages for breach of the Terms of Service, estimated at \$2,100 based on lost subscription revenue for ten individuals at \$70 each, plus harm to the content distribution model;

d. For an order pursuant to 17 U.S.C. § 502(a) enjoining Defendants from any infringing use of Plaintiff's copyrighted works;

e. For an order requiring Defendants to destroy all copies of the PDF and disclose in writing the identities of all individuals who received the PDF, to determine the full scope of the infringement;

f. For costs of litigation, though Plaintiff proceeds pro se;

g. For pre-judgment and post-judgment interest as permitted by law; and

h. For any other relief the Court deems just and proper.

### **DEMAND FOR JURY TRIAL**

Plaintiff Robert Cox hereby demands a trial by jury in the above matter.

Dated: May 27, 2025

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Robert Cox', written in a cursive style.

/s/ Robert Cox

Robert Cox

Plaintiff, pro se

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