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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

PARAMOUNT PICTURES
CORPORATION; UNIVERSAL CITY
STUDIOS PRODUCTIONS LLLP;
UNIVERSAL CONTENT
PRODUCTIONS LLC; UNIVERSAL
TELEVISION LLC; WARNER BROS.
ENTERTAINMENT INC.;
COLUMBIA PICTURES
INDUSTRIES, INC.; DISNEY
ENTERPRISES, INC.; NETFLIX
STUDIOS, LLC.; NETFLIX US, LLC; and
NETFLIX WORLDWIDE
ENTERTAINMENT, LLC,

Plaintiffs,

vs.

DOES 1-10 d/b/a PRIMEWIRE,

Defendants.

Case No. 2:21-cv-09317-MCS-SK

**[PROPOSED] PARTIAL DEFAULT
JUDGMENT AND PERMANENT
INJUNCTION**

Judge: Hon. Mark C. Scarsi

Courtroom: 7C

Trial Date: None Set

**[PROPOSED] PARTIAL DEFAULT JUDGMENT
AND PERMANENT INJUNCTION**

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3 This action came before the Court on the Motion for Partial Default
4 Judgement filed by Plaintiffs Paramount Pictures Corporation; Universal City
5 Studios Productions LLLP; Universal Content Productions LLC; Universal
6 Television LLC; Warner Bros. Entertainment Inc.; Columbia Pictures Industries,
7 Inc.; Disney Enterprises, Inc.; Netflix Studios, LLC; Netflix US, LLC; and Netflix
8 Worldwide Entertainment, LLC (“Plaintiffs”) against Defendants Does 1 through
9 10, doing business as PrimeWire. Having carefully considered all the pleadings,
10 documentary evidence, and arguments:

11 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

- 12 1. That judgment be entered in favor of Plaintiffs on their claims for
13 copyright infringement as to liability and injunctive relief;
- 14 2. Defendants, and all individuals who serve as Defendants’ officers,
15 agents, servants, employees and attorneys, and other persons who have
16 notice of this injunction and are in privity with Defendants and/or
17 acting in active concert or participation with Defendants, their officers,
18 agents, servants employees or attorneys, ARE HEREBY
19 RESTRAINED AND ENJOINED from:
 - 20 a. linking to, distributing, reproducing, copying, hosting, uploading,
21 making available for download, indexing, displaying, exhibiting,
22 publicly performing (including without limitation streaming,
23 transmitting, or otherwise communicating to the public), or
24 otherwise exploiting or making any use of any rights under the
25 Copyright Act in any motion picture or other audiovisual work
26 (or portion(s) thereof in any form), the rights to which Plaintiffs
27 or their affiliates own or control (“Copyrighted Works”);
28

1 b. taking any action that directly or indirectly enables, facilitates,
2 permits, assists, solicits, encourages or induces any user or other
3 third party (i) to link to, distribute, reproduce, copy, host, upload,
4 download, index, display, exhibit, publicly perform (including
5 without limitation streaming, transmitting, or otherwise
6 communicating to the public), or otherwise use or exploit in any
7 manner any of Plaintiffs’ Copyrighted Works or portion(s)
8 thereof; or (ii) to make available any of Plaintiffs’ Copyrighted
9 Works or portion(s) thereof for linking to, distributing,
10 reproducing, copying, hosting, uploading, downloading,
11 indexing, displaying, exhibiting, publicly performing (including
12 without limitation streaming, transmitting, or otherwise
13 communicating to the public), or for any other use or means of
14 exploitation;

15 c. transferring or performing any function that results in the transfer
16 of the registration of the domain name of www.primewire.li,
17 www.primewire.ag, or www.primewire.vc (“PrimeWire
18 Websites”) to any other registrant or registrar other than as
19 identified by Plaintiffs; and

20 d. assisting, aiding or abetting any other person or business entity in
21 engaging in or performing any of the activities referred to in the
22 above subparagraphs (a)-(c); and

23 3. In order to give practical effect to the Permanent Injunction, the
24 PrimeWire Websites are hereby ordered to be immediately transferred
25 by the Defendants, their assignees and/or successors-in-interest or title,
26 and/or the domain name registrars (currently Sarek Oy and Gandi SAS,
27 collectively “Registrars”) to Plaintiffs’ control. To the extent the
28 current Registrars do not facilitate the transfer of the PrimeWire

1 Websites to Plaintiffs’ control within five (5) days of receipt of this
2 Judgment, upon Plaintiffs’ request, Defendants and the top level
3 domain (TLD) registry for each of the PrimeWire Websites (Nic AG,
4 SWITCH, Afiliias, Inc., collectively “Registries”), or their
5 administrators, including backend registry operators or administrators,
6 shall, within thirty (30) days, (i) change the registrar of record for the
7 PrimeWire Websites to a registrar of Plaintiffs’ choosing, and that
8 registrar shall transfer the subject domain names to Plaintiffs, or (ii)
9 place the PrimeWire Websites on registry hold status for the life of the
10 current registration, thus removing them from the TLD zone files
11 maintained by the registries which link the PrimeWire Websites to the
12 IP addresses where the associated websites are hosted.

13 4. The Court will retain jurisdiction to enforce the Permanent Injunction.
14 Plaintiff may request that the Permanent Injunction apply to additional
15 domains if the Court determines that the evidence sufficiently
16 establishes such domains are being operated by Defendants and
17 infringe Plaintiffs’ Copyrighted Works.

18 IT IS FURTHER ORDERED that Plaintiffs may complete service of process
19 by email for Defendants;

20 IT IS FURTHER ORDERED that Plaintiffs are granted leave to seek third-
21 party discovery on damages for their copyright infringement claims; and

22 IT IS FURTHER ORDERED that Plaintiffs’ requirement to post a bond shall
23 be dissolved and that bond relinquished.

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By: _____
The Honorable Mark C. Scarsi
United States District Court Judge