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8
9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11 WESTERN DIVISION
12

13 PARAMOUNT PICTURES
CORPORATION; UNIVERSAL CITY
14 STUDIOS PRODUCTIONS LLLP;
UNIVERSAL CONTENT
15 PRODUCTIONS LLC; UNIVERSAL
TELEVISION LLC; WARNER BROS.
16 ENTERTAINMENT INC.;
COLUMBIA PICTURES
17 INDUSTRIES, INC.; DISNEY
ENTERPRISES, INC.; NETFLIX
18 STUDIOS, LLC; NETFLIX US, LLC;
and NETFLIX WORLDWIDE
19 ENTERTAINMENT, LLC,

20 Plaintiffs,

21 vs.

22 DOES 1-10 d/b/a PRIMEWIRE,
23 Defendants.
24
25
26

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

**PLAINTIFFS' NOTICE OF
MOTION AND MOTION [1] FOR
PARTIAL DEFAULT JUDGMENT
ON LIABILITY AND INJUNCTIVE
RELIEF; AND [2] FOR LEAVE TO
SERVE DISCOVERY;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT
THEREOF**

Judge: Hon. Mark C. Scarsi
Date: Monday, March 21, 2022
Time: 9:00 a.m.
Courtroom: 7C

Filed concurrently herewith:
(1) Declaration of Jan van Voorn;
(2) Declaration of Kelly M. Klaus;
(3) Declaration of Rose Leda Ehler; and
(4) [Proposed] Orders

1 **NOTICE OF MOTION**

2 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

3 PLEASE TAKE NOTICE that on Monday, March 21, 2022, at 9:00 a.m., or
4 as soon thereafter as counsel may be heard in Courtroom 7C of the above-captioned
5 Court, located at 350 West First Street, Los Angeles, California 90012, Plaintiffs
6 Paramount Pictures Corporation; Universal City Studios Productions LLLP;
7 Universal Content Productions LLC; Universal Television LLC; Warner Bros.
8 Entertainment Inc.; Columbia Pictures Industries, Inc.; Disney Enterprises, Inc.;
9 Netflix Studios, LLC; Netflix US, LLC; and Netflix Worldwide Entertainment, LLC
10 (“Plaintiffs”) will and hereby do move (1) for partial default judgment as to liability
11 and injunctive relief against Defendants Does 1 through 10, doing business as
12 PrimeWire (“PrimeWire Defendants” or “Defendants”) and (2) for leave to serve
13 discovery relevant to Plaintiffs’ claim for damages against Defendants. This motion
14 is made pursuant to Federal Rules of Civil Procedure 26(d)(1) and 55(b)(2).

15 Plaintiffs are entitled to default judgment. As described further below,
16 Defendants have failed to answer or otherwise respond to the Complaint after
17 service was properly effectuated pursuant to Federal Rule of Civil Procedure 4 and
18 this Court’s Order authorizing service of process by alternative means. *See* ECF
19 Nos. 22, 23. Plaintiffs have satisfied the procedural requirements for default
20 judgment, and the Court has jurisdiction to enter judgment in this matter. The
21 balance of factors from *Eitel v. McCool*, 782 F.2d 1470 (9th Cir. 1986) strongly
22 support the grant of default judgment in this case. Defendants are aware of this
23 lawsuit and the Court’s preliminary injunction entered January 7, 2022, ECF No. 30
24 (“PI Order”), but have not appeared to contest either. Permanent injunctive relief is
25 warranted here because Defendants are openly defying the PI Order and have taken
26 steps to evade its reach. Plaintiffs therefore seek a default judgment and permanent
27 injunction, including a requirement that Defendants’ internet domain names be
28 transferred to Plaintiffs.

1 Plaintiffs respectfully request that the Court defer the issues of damages and
2 costs. Plaintiffs may move to amend the default judgment to include damages and
3 costs, but first request leave, pursuant to Federal Rules of Civil Procedure 26(d)(1)
4 and 55(b)(2), to conduct limited discovery on matters relating to Defendants’ profits
5 from their infringing service. Good cause exists to authorize such discovery, which
6 will assist the Court in determining the amount of damages to award under 17
7 U.S.C. § 504.

8 This motion is based on this Notice of Motion and Motion; the attached
9 Memorandum of Points and Authorities; the accompanying Declarations of Jan van
10 Voorn (“Suppl. van Voorn Decl.”), Kelly M. Klaus (“Klaus Decl.”), and Rose Leda
11 Ehler (“Ehler Decl.”) in Support of this Motion; the pleadings and papers on file in
12 this action, including the Complaint, Motion for a Preliminary Injunction and
13 supporting papers, and the PI Order; and any further evidence or argument that may
14 be presented to the Court at or prior to the submission of this motion.

15 Because Defendants have not appeared and no counsel represents them in this
16 action, Plaintiffs were not able to conduct the pre-motion conference of counsel
17 under Civil L.R. 7-3. Plaintiffs nevertheless attempted to notify Defendants of the
18 substance of this motion by email on February 11, 2022, and invited Defendants to
19 confer on this motion. Klaus Decl. ¶ 9. Defendants did not respond to Plaintiffs’
20 email.

21
22 DATED: February 18, 2022

MUNGER, TOLLES & OLSON LLP

23
24 By: /s/ Kelly M. Klaus

KELLY M. KLAUS

25 Attorneys for Plaintiffs
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 The PrimeWire Defendants are prolific copyright pirates. They own and
4 operate a ring of websites devoted to mass online infringement; of the time of this
5 Motion, those websites are located at www.primewire.li, www.primewire.ag, and
6 www.primewire.vc (“PrimeWire Websites”). Visitors to the PrimeWire Websites
7 have immediate access to a vast catalog of links to infringing streams of movies and
8 television shows, including many whose copyrights Plaintiffs or their affiliates own
9 or control (the “Copyrighted Works”).

10 On January 7, 2022, the Court entered a preliminary injunction, enjoining
11 Defendants from infringing Plaintiffs’ Copyrighted Works or transferring the
12 registration of the domains for their PrimeWire Websites. The PI Order also
13 directed Defendants’ domain name registrars and registries to freeze and disable the
14 domains for the PrimeWire Websites. *Id.* at 7–8.

15 Although Defendants received notice of the PI Order, they have not complied.
16 Indeed, Defendants have doubled down on their infringing conduct. Defendants
17 continue to prominently feature Plaintiffs’ Copyrighted Works, and two of the three
18 PrimeWire Websites are still active. Suppl. van Voorn Decl. ¶¶ 3, 24. More
19 troubling still, Defendants have taken steps to evade the Court’s PI Order. The same
20 day Plaintiffs served Defendants with the PI order, Plaintiffs discovered Defendants
21 switched to a domain name registrar that is known for tolerating piracy. *Id.* ¶ 15.
22 And Defendants launched a *new* redirect website, PrimeWireStatus.org, to inform
23 users of future domain locations of PrimeWire in anticipation that the existing
24 PrimeWire Websites may go offline. *Id.* ¶¶ 21–23.

25 Plaintiffs respectfully request that the Court:

26 [1] Enter a default judgment of liability, reserving the amount of damages
27 pending the discovery Plaintiffs seek on those issues.

28

1 [2] Make the preliminary injunction permanent, adding to it a requirement
2 that the domain name registrars and registries transfer the PrimeWire Websites to
3 Plaintiffs.

4 [3] Grant Plaintiffs leave to conduct targeted discovery relevant to
5 Plaintiffs’ damages. This Court has previously entered default judgment on liability
6 (and granted injunctive relief), while deferring the damages component of the
7 judgment pending discovery. *See Kev & Cooper, LLC v. Furnish My Place, LLC*,
8 No. 8:20-cv-01509-MCS-KES, 2021 WL 4702432, at *1, *4 (C.D. Cal. Mar. 9,
9 2021), *vacated on other grounds by* 2021 WL 4704709 (C.D. Cal. Sept. 1, 2021).
10 The facts in this case justify the same result.

11 **II. BACKGROUND**

12 **A. The PrimeWire Defendants Deliberately Induce And Facilitate**
13 **Massive Amounts Of Copyright Infringement**

14 Defendants own and operate the PrimeWire Websites. ECF No. 1, Complaint
15 (“Compl.”) ¶ 22. PrimeWire is dedicated to facilitating unauthorized video-on-
16 demand (“VOD”) access to infringing streams of thousands of Plaintiffs’ (and
17 others’) movies and television shows. *Id.* ¶ 1, Ex. A; Suppl. van Voorn Decl. ¶ 4,
18 Exs. 1–6.

19 PrimeWire’s infringing nature and the focus on Plaintiffs’ Copyrighted Works
20 are apparent from their Websites, which display an array of movies and television
21 titles, including “Featured Movies” and “Just Added” content, including popular
22 recent releases such as Disney’s *Encanto* (2021) and Columbia Pictures’ *Spider-*
23 *Man: No Way Home* (2021). Suppl. van Voorn Decl. ¶ 5; Compl. ¶¶ 2, 41. Users
24 receive the infringing streams through either a media player embedded into a
25 PrimeWire Website or via a PrimeWire-provided link to a third-party website. *Id.*
26 ¶¶ 39–40.

27 Defendants actively and intentionally induce the mass infringement occurring
28 through the PrimeWire Websites. They urge users to post links to infringing content

1 from “approved” sites. They reward users with “points” for adding new links or
2 reporting links that are broken. *Id.* ¶¶ 47–48. They require users to post links to
3 content in English or with English subtitles. ECF No. 16, Declaration of Jan van
4 Voorn Decl. (“van Voorn Decl.”) ¶ 26, Exs. 9, 12. They ensure that each link is
5 associated with an icon (such as the icon of a DVD disc) that represents the quality
6 of the source copy and the illicit means used to create that copy. Compl. ¶ 42.
7 Through these and other actions, Defendants cultivate loyalty to and awareness of
8 PrimeWire as a high quality, reliable source for illegal streaming. *Id.* ¶ 44.

9 Defendants profit from their infringing activity. *Id.* ¶ 45. They prominently
10 feature advertisements and sponsored links, the clicking of which generates revenue
11 for Defendants. *Id.* ¶¶ 54–56.

12 Defendants know they are engaged in mass copyright infringement, and they
13 go to great lengths to hide their identities, including by using aliases and false
14 information to register their domains. *Id.* ¶¶ 58–59. Defendants also actively
15 encourage their users to remain anonymous while searching for and receiving
16 infringing streams. *Id.* ¶ 60.

17 Defendants cause Plaintiffs to suffer palpable, irreparable harm. Defendants
18 illegally and unfairly compete with Plaintiffs’ and their affiliates’ licensed
19 subscription VOD services, such as Disney+, HBO Max, Hulu, Netflix,
20 Paramount+, Peacock, and others, which have negotiated for the right to offer on-
21 demand streams of Plaintiffs’ Copyrighted Works, often on an exclusive basis. *Id.*
22 ¶ 65; *see also* ECF No. 17, Declaration of Gabriel Miller (“Miller Decl.”).
23 Defendants’ conduct causes consumer confusion and undermines the legitimate
24 market for access to Plaintiffs’ Copyrighted Works. Compl. ¶ 65.

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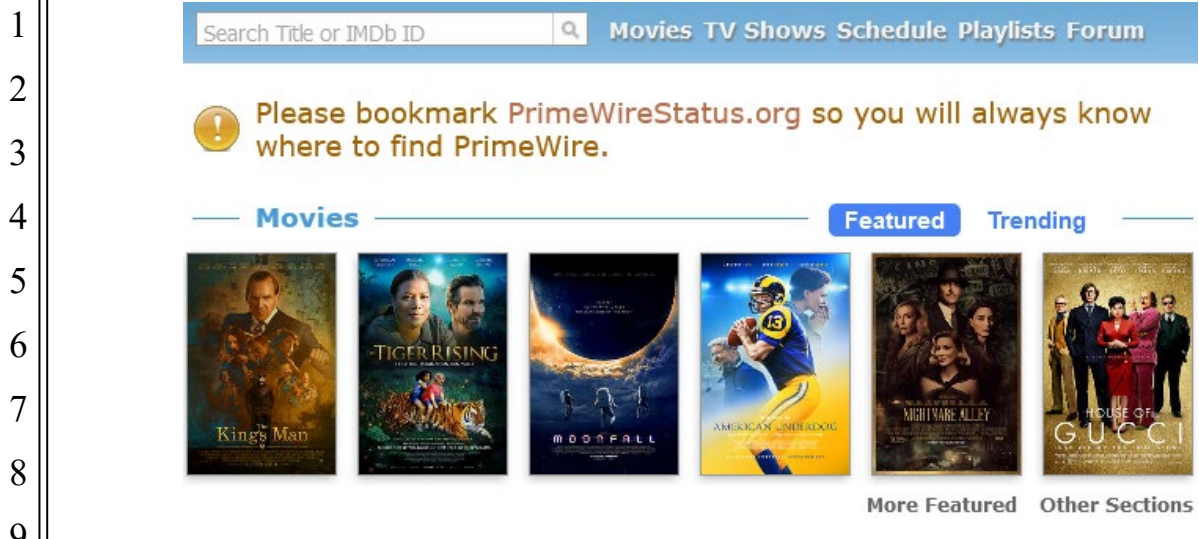
1 **B. Plaintiffs’ Efforts To Stop Defendants’ Infringing Conduct, And**
2 **Defendants’ Attempts To Evade Accountability**

3 Plaintiffs filed their Complaint on December 1, 2021, ECF No. 1, and served
4 Defendants with process the same day. *See* ECF Nos. 22 (Order Granting Ex Parte
5 re Alternative Service), 23 (Proof of Service).

6 Defendants have not appeared but instead have tried to remain hidden.
7 Identifying themselves as “The PrimeWire Team,” Defendants responded to
8 Plaintiffs’ email acknowledging that they control the PrimeWire Websites but
9 otherwise have refused to stop their infringing conduct or participate in this case.
10 *See* ECF No. 20-1, Suppl. Declaration of Shannon Galvin Aminirad (“Aminirad
11 Decl.”) ¶ 5, Ex. B.

12 On January 7, 2022, the Court issued the PI Order enjoining Defendants from
13 infringing Plaintiffs’ Copyrighted Works or transferring their domains. Plaintiffs
14 served the PI Order on January 10 and posted the required bond on January 18.
15 ECF Nos. 31 (Proof of Service), 32-1 (Bond).

16 Since the PI Order issued, Defendants have taken steps to evade it. On or
17 around January 10, Defendants transferred the primewire.li and primewire.vc
18 domains to a new domain name registrar, Sarek Oy, which is known for providing
19 domain name registrar services to websites that provide access to infringing content.
20 Suppl. van Voorn Decl. ¶¶ 15–17. On January 11, Defendants added a new banner
21 to the top of the PrimeWire Websites, directing users to bookmark a new site—
22 PrimeWireStatus.org—“so [they] will always know where to find PrimeWire.” *Id.*
23 ¶¶ 21–23, Exs. 10–11.



10 *Id.* Ex. 10. That website makes no mention of the PI Order, but the relationship is
 11 obvious: PrimeWire Defendants launched what they contend is an “independently
 12 run” “informational website” that will tell PrimeWire users of a *new* PrimeWire
 13 domain if the current ones, www.primewire.li, www.primewire.ag, and
 14 www.primewire.vc, are disabled. *Id.* Ex. 11.

15 Defendants’ conduct has impeded Plaintiffs’ efforts to enforce the PI Order.
 16 Because Defendants did not comply, Plaintiffs served notice of the PI Order on
 17 Defendants’ prior and current registrars and registries and requested that each freeze
 18 and disable the domain(s) it controls. Ehler Decl. ¶¶ 2–3. The new registrar (Sarek
 19 Oy) has not responded to Plaintiffs’ original or second communications and request
 20 for compliance. *Id.* ¶ 5. Those domains remain online and provide access to
 21 infringing content. Suppl. van Voorn Decl. ¶ 24. (In contrast, the registrar for
 22 www.primewire.ag, which domain Sarek Oy does not administer, has frozen and
 23 disabled the domain, *id.*) In short, Defendants have ignored the PI Order, taken
 24 steps to ensure it will not be effective, and continue to infringe Plaintiffs’
 25 Copyrighted Works. *See id.* ¶¶ 3–4.

26 **III. THE COURT SHOULD ENTER PARTIAL DEFAULT JUDGMENT**

27 On February 1, 2022, the Clerk entered default. The Court has discretion to
 28 enter default judgment. *Warner Bros. Ent. Inc. v. Caridi*, 346 F. Supp. 2d 1068,

1 1071 (C.D. Cal. 2004); *PepsiCo, Inc. v. Cal. Sec. Cans*, 238 F. Supp. 2d 1172, 1174
 2 (C.D. Cal. 2002). “On entry of default, well-pleaded allegations in the complaint
 3 regarding liability generally are deemed to be admitted,” and Plaintiffs must
 4 establish their right to the requested relief. *Russell v. Invech Inc.*, No. 5:19-cv-
 5 01074-FMO-SHK, 2020 WL 6820805, at *2 (C.D. Cal. Oct. 26, 2020).

6 Plaintiffs request that the Court grant partial default judgment as to liability
 7 and injunctive relief and defer money damages. This Court and others have
 8 followed this approach, which the Ninth Circuit has approved. *See Dreith v. Nu*
 9 *Image, Inc.*, 648 F.3d 779, 785–86, 790 (9th Cir. 2011); *see also Kev & Cooper,*
 10 *LLC*, 2021 WL 4702432, at *1, *4; *Oakley, Inc. v. Moda Collection, LLC*, No.
 11 SACV 16-160-JLS (JCGx), 2016 WL 7495835, at *8 (C.D. Cal. June 9, 2016).

12 **A. Plaintiffs Satisfy The Procedural Requirements For Default**
 13 **Judgment**

14 Per Local Rule 55-1, the concurrent Klaus Declaration establishes:

- 15 • Plaintiffs effected service of summons on December 1, 2021. *See* ECF
 16 Nos. 14, 22–23; Klaus Decl. ¶ 3.
- 17 • On February 1, 2022, the Clerk of the Court entered default against
 18 Defendants for failure to answer or otherwise to plead. ECF No. 34;
 19 Klaus Decl. ¶ 4.
- 20 • Defendants are not infants, incompetent persons, or subject to the
 21 Servicemembers Civil Relief Act. Klaus Decl. ¶ 6.
- 22 • Plaintiffs have served the Notice of Motion and Motion for Default
 23 Judgment on Defendants. Klaus Decl. ¶ 9.

24 **B. The Court Has Jurisdiction To Enter Default Judgment**

25 **1. Subject Matter Jurisdiction**

26 Plaintiffs’ claims arise under the Copyright Act. *See* 28 U.S.C. §§ 1331,
 27 1338(a); 17 U.S.C. § 501(b).

1 (quoting *Int'l Shoe Co. v. Washington*, 326 U.S. 310, 316 (1945)). The due process
 2 analysis under Rule 4(k)(2) mirrors the traditional personal jurisdiction analysis,
 3 except that the Court “consider[s] contacts with the nation as a whole.” *Holland*
 4 *Am. Line Inc.*, 485 F.3d at 462.

5 Defendants have “minimum contacts” with the United States if (1) they
 6 “purposefully direct[ed] [their] activities” toward the United States; (2) “the claim
 7 [is] one which arises out of or relates to the defendants’ forum-related activities”;
 8 and (3) “the exercise of jurisdiction . . . comport[s] with fair play and substantial
 9 justice, i.e. it [is] reasonable.” *AMA Multimedia, LLC v. Wanat*, 970 F.3d 1201,
 10 1208 (9th Cir. 2020) (quoting *Axiom Foods, Inc. v. Acerchem Int'l, Inc.*, 874 F.3d
 11 1064, 1068 (9th Cir. 2017)).

12 *Defendants purposefully direct their activities toward the United States.* For
 13 copyright infringement claims, this requirement is satisfied if the defendant has
 14 (i) “committed an intentional act,” (ii) “expressly aimed at the forum,” (iii) “causing
 15 harm that the defendant knows is likely to be suffered in the forum.” *Mavrix Photo,*
 16 *Inc. v. Brand Techs., Inc.*, 647 F.3d 1218, 1228 (9th Cir. 2011) (citation omitted).

17 Defendants have committed an intentional act, specifically their intentional
 18 inducement of the infringement of Plaintiffs’ Copyrighted Works. Compl. ¶¶ 2, 36–
 19 44; *see Mavrix*, 647 F.3d at 1228 (intentional act was publishing plaintiff’s photos
 20 on website); *Wanat*, 970 F.3d at 1209 (operating website was intentional act where
 21 claim arose out of website’s infringement).

22 Defendants expressly aimed those acts at the United States. The facts
 23 relevant to this inquiry are viewed “in totality and in the light most favorable to
 24 [Plaintiffs],” *Ayla*, 11 F.4th at 983, and include:

- 25 • The PrimeWire Defendants target the U.S. market: they require their users to
 26 post links to content in English or with English subtitles, and the Defendants
 27
 28

1 review and curate those links by enforcing the English-language
2 requirement.² Van Voorn Decl. ¶¶ 22, 26, Exs. 9, 12.

- 3 • The largest share of PrimeWire’s traffic—nearly half of its worldwide
4 total³—comes from the United States (with the next largest share from
5 Canada). Compl. ¶ 4; Suppl. van Voorn Decl. ¶ 6.
- 6 • Defendants directly benefit from and harm U.S.-based companies by offering
7 on-demand access to infringing content that usurps their market and interferes
8 with the offerings of licensed streaming services. Compl. ¶ 30.
- 9 • Defendants tell visitors which streaming service “Providers” offer the same
10 content to subscribers or users in the United States. Suppl. van Voorn Decl.
11 ¶¶ 8–9, Ex. 7. Although PrimeWire users can chose another country, the
12 default is the United States. *Id.*
- 13 • Defendants claim (incorrectly) they are entitled to the benefits of the Digital
14 Millennium Copyright Act, 17 U.S.C. § 512. Compl. ¶ 29; Suppl. van Voorn
15 Decl. ¶¶ 12–14, Ex. 8 (<https://www.primewire.li/dmca>).⁴
- 16 • Defendants instruct visitors how to avoid United States law enforcement by
17 using a VPN to avoid “the government and the NSA [National Security
18 Agency].” Compl. ¶¶ 2, 29.

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23 ² Courts in the United Kingdom, Ireland, and Australia have blocked access to
PrimeWire in their respective countries. (Suppl. van Voorn Decl. ¶ 30.)

24 ³ There were nearly 40 million visits to the PrimeWire Websites during December
25 2021, amounting to tens of millions of visits that month from the United States.
(Suppl. van Voorn Decl. ¶ 7.)

26 ⁴ The purported DMCA policy is a fig leaf. Not only has PrimeWire not registered a
27 Designated Agent with the U.S. Copyright Office, the statement that it “vigorously
28 protect the rights of legal copyright owners,” *id.*, is patently false in light of its
reaction to this lawsuit.

- 1 • Defendants advertise and market their services in English on Twitter and
2 YouTube, both U.S.-based platforms, to build their U.S.-based audience. *Id.*
3 ¶ 28.
- 4 • Users sign up for accounts using their name, contact information, and country
5 of residence. That information would enable Defendants to attract advertisers
6 and sponsors based on their U.S. audience. *Id.* ¶ 29.
- 7 • Defendants contract with Cloudflare, a U.S.-based website security company,
8 to ensure its websites are fast and provide reliable services to users in the
9 United States. *Id.* ¶ 28. And, until recently, Defendants used U.S.-based
10 domain name registrar, NameCheap. Supp. van Voorn Decl. ¶ 15.

11 The totality of these facts, viewed in the light most favorable to Plaintiffs, establish
12 that Defendants expressly aim their conduct at the United States. No other forum
13 has stronger due process ties for purposes of holding Defendants liable.

14 These facts distinguish this case from *Wanat*, in which the Ninth Circuit
15 found that a website operator based in Poland did not expressly aim his infringing
16 conduct at the United States. 970 F.3d at 1213. There was no evidence in *Wanat*
17 that defendant required users to upload content in a particular language designed to
18 appeal uniquely to a U.S. audience and, in fact, the website translated
19 advertisements based on the user’s location (i.e., French-language for users in
20 France). *Id.* at 1204–05. By contrast, the PrimeWire Websites are in English, and
21 Defendants require (and review content to ensure) that the copies of movies and
22 television shows to which they link are in English. Van Voorn Decl. ¶¶ 22, 26, Exs.
23 9, 12. Defendants are expressly aiming this content to the United States because
24 other English-speaking countries have blocked access to the PrimeWire Websites.
25 Such conduct is evidence of expressly aiming, regardless of whether the market is
26 explicitly identified by Defendants. *See Talavera*, 2021 WL 3493094, at *11
27 (finding exercise of personal jurisdiction over defaulting defendants comported with
28 due process and Rule 4(k)(2) where the defendants listed product descriptions in

1 English and shipped products to the United States); *Facebook, Inc. v. 9 Xiu Network*
 2 (*Shenzen) Tech. Co.*, No. 19-cv-01167-JST (AGT), 2021 WL 5707741, at *4 (N.D.
 3 Cal. Oct. 21, 2021) (selling compromised U.S.-based social media accounts,
 4 indicated “the defendants sought to capitalize on an interest in targeting . . . the
 5 United States”), *report and recommendation adopted*, 2021 WL 5707740 (N.D. Cal.
 6 Nov. 16, 2021). Defendants’ express aiming to the United States has worked: U.S.
 7 traffic accounts for 40% to 47% of the use of Defendants’ Websites, even though
 8 the U.S. accounts for just 4% of the world’s population⁵ or less than a quarter of the
 9 world’s English speaking population.⁶ Suppl. van Voorn Decl. ¶ 6. The U.S. traffic
 10 to the PrimeWire Websites is more than double the U.S. traffic to the *Wanat*
 11 defendant’s website. 970 F.3d at 1210 (U.S. traffic was 19.21%). Unlike *Wanat*,
 12 where the website had significant contacts with Poland, no other country has more
 13 aggregate contacts with PrimeWire than the United States. Infringers such as
 14 Defendants who target and harm the U.S. market for authorized copyrighted content,
 15 and respond to U.S. litigation seeking to shut them down to U.S. users by launching
 16 a new website to redirect users if PrimeWire is shut down, should not be able to
 17 evade liability through obfuscation.⁷

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 19 ⁵ See United States Census Bureau, World Population Clock,
 20 <https://www.census.gov/popclock/> (last accessed Feb. 3, 2022).

21 ⁶ There are approximately 1.35 billion English speakers in the world, and the U.S.
 22 population is approximately 332 million. *Id.*; Dylan Lyons, *How Many People*
 23 *Speak English, And Where Is It Spoken?*, Babel Magazine (Mar. 10, 2021),
 24 <https://www.babel.com/en/magazine/how-many-people-speak-english-and-where-is-it-spoken#:~:text=How%20Many%20People%20In%20The,English%20as%20their%20first%20language.>

25 ⁷ Other facts that distinguish the express aiming analysis here from *Wanat* are:
 26 Defendants’ attempt to invoke a U.S. statute, the DMCA, as a defense to their
 27 infringing conduct, *see UMG Recordings, Inc. v. Kurbanov*, 963 F.3d 344, 353 (4th
 28 Cir. 2020) (defendant invoked DMCA safeharbors); *Wanat*, 970 F.3d at 1212 n.8
 (distinguishing *Kurbanov* on that basis); Defendants’ collecting of the user’s country

1 Defendants are causing harm likely to be suffered in the United States, where
2 Plaintiffs are located and where the largest share of PrimeWire users are located, by
3 diverting potential subscribers from licensed streaming services to PrimeWire. *See*
4 *Mavrix*, 647 F.3d at 1231 (foreseeable harm in both forums where plaintiff is
5 located and where harm occurs); *Brayton Purcell LLP v. Recordon & Recordon*, 606
6 F.3d 1124, 1131 (9th Cir. 2010) (foreseeable that plaintiff will be “harmed by
7 infringement of its copyright[s and trademarks], including harm to its business
8 reputation and goodwill, and decreased business and profits”), *abrogation on other*
9 *grounds recognized by Axiom Foods*, 874 F.3d at 1070.

10 *Plaintiffs’ claims arise directly out of Defendants’ activities directed to the*
11 *U.S.*, namely, Defendants’ operation of the infringing Websites expressly aimed at a
12 U.S. audience.

13 Defendants chose to direct their infringing conduct to the U.S. and the
14 infringement of Plaintiffs’ Copyrighted Works. The United States has a particular
15 interest in protecting U.S. copyright owners and the entertainment industry, which
16 supports jobs for more than 2.5 million people. *See* Miller Decl. ¶ 4.

17 In sum, the Court has personal jurisdiction over Defendants.⁸

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20 information for advertising purposes, Compl. ¶ 29; *see Ebates Inc. v.*
21 *Cashbag.co.za*, No. 18-cv-02884-EDL, 2018 WL 6816113, at *5 (C.D. Cal. Oct. 30,
22 2018) (finding defendant expressly aimed conduct at United States where its
23 business strategy was to expand into the U.S. and work with U.S.-based retailers to
24 target U.S.-based customers); *see also Reflex Media, Inc. v. Luxy Ltd.*, No. 2:20-cv-
25 00423, 2021 WL 945248, at *4 (C.D. Cal. Feb. 5, 2021) (exercising personal
jurisdiction under Rule 4(k)(2) where defendant’s marketing was designed to attract
more U.S. users).

26 ⁸ If the Court has factual questions regarding jurisdiction, whether under Rule
27 4(k)(2) or 4(k)(1)(A), Plaintiffs respectfully request the opportunity to take
28 jurisdictional discovery. *Good Job Games Bilism Yazilim Ve Pazarlama A.S. v.*
SayGames, LLC, No. 20-16123, 2021 WL 5861279 (9th Cir. Dec. 10, 2021)
(reversing and remanding for additional factual development on jurisdiction).

1 **C. The *Eitel* Factors Favor Entry Of Default Judgment**

2 In the Ninth Circuit, courts consider the following *Eitel* factors in deciding
3 whether to enter default judgment:

4 (1) the possibility of prejudice to the plaintiff, (2) the merits of
5 plaintiff’s substantive claim, (3) the sufficiency of the complaint, (4)
6 the sum of money at stake in the action[,] (5) the possibility of a
7 dispute concerning material facts[,] (6) whether the default was due to
8 excusable neglect, and (7) the strong policy underlying the Federal
9 Rules of Civil Procedure favoring decisions on the merits.

10 *Eitel v. McCool*, 782 F.2d 1470, 1471–72 (9th Cir. 1986). The weight of these
11 factors compel the entry of default judgment against Defendants here.

12 **1. Factor 1: Plaintiffs Will Suffer Prejudice Absent Entry Of
13 Default Judgment**

14 Without a default judgment, Plaintiffs will be deprived of any remedy for the
15 injuries that Defendants’ massive infringement has caused. *See Panda Rest. Grp.,*
16 *Inc. v. Enymedia, Inc.*, No. 2:21-cv-3560-AB-AS, 2021 WL 4927416, at *4 (C.D.
17 Cal. Aug. 12, 2021) (first factor favors plaintiff where there would otherwise be
18 continuing infringement); *Russell*, 2020 WL 6820805, at *4 (same).

19 Further supporting entry of default judgment is the fact that Defendants have
20 deliberately chosen to remain anonymous. Van Voorn Decl. ¶¶ 37–47. Declining to
21 enter default judgment because Defendants deliberately hide their identity would
22 “encourage[] . . . continued bad behavior by someone who acted in bad faith.”
23 *Wilens v. Doe Defendant No. 1*, No. 14-CV-02419-LB, 2015 WL 4606238 (N.D.
24 Cal. July 31, 2015), *report and recommendation adopted*, 2015 WL 5542529 (N.D.
25 Cal. Sept. 18, 2015). Individuals on “The PrimeWire Team” must be held liable for
26 their conduct and ordered to permanently cease that conduct. *See Aminirad Decl.*
27 ¶ 5, Ex. B.
28

2. **Factors 2 & 3: The Merits Of Plaintiffs’ Claims And Sufficiency Of The Complaint Weigh In Favor Of Default Judgment**

The second and third *Eitel* factors require that Plaintiffs “state a claim on which [they] may recover.” *PepsiCo*, 238 F. Supp. 2d at 1175 (citation omitted); see *Caridi*, 346 F. Supp. 2d at 1071–72 (default where merit to the plaintiff’s claim and copyright infringement was sufficiently pled). To state copyright infringement claims, Plaintiffs need only (1) “show ownership of the allegedly infringed material” and (2) a violation of “at least one exclusive right” under 17 U.S.C. § 106. *Disney Enters., Inc. v. VidAngel, Inc.*, 869 F.3d 848, 856 (9th Cir. 2017). Plaintiffs satisfy both requirements and sufficiently state claims for copyright infringement.

(a) *Plaintiffs Own Or Control Valid Copyrights In The Works That Defendants Exploit*

Plaintiffs’ ownership of their Copyrighted Works is uncontroverted. Plaintiffs have submitted a representative list of Copyrighted Works infringed through Defendants’ service,⁹ ECF No. 1-1 (Ex. A to Compl.), and certificates of registration issued by the Copyright Office for each Work, ECF No. 18, Exs. 1–138. These certificates create a presumption of copyright validity and ownership. 17 U.S.C. § 410(c); *United Fabrics Int’l, Inc. v. C&J Wear, Inc.*, 630 F.3d 1255, 1257 (9th Cir. 2011).

(b) *Defendants Are Secondarily Liable For The Infringement Of Plaintiffs’ Exclusive Reproduction And Public Performance Rights*

Defendants are liable under two theories of secondary liability: inducement of copyright infringement and contributory infringement.

First, Plaintiffs have established the four elements necessary for inducement liability. *Columbia Pictures Indus., Inc. v. Fung*, 710 F.3d 1020, 1032–33 (9th Cir.

⁹ The representative set is a small portion of the overall number of Copyrighted Works infringed by Defendants. Suppl. van Voorn Decl. ¶ 4.

1 2013) (following *Metro-Goldwyn-Mayer Studios Inc. v. Grokster, Ltd.*, 545 U.S.
2 913, 936–37 (2005)).

3 Device or Product: Plaintiffs allege “a device or product” used in the
4 infringement, *Fung*, 710 F.3d at 1032—the PrimeWire Websites, which provide
5 users with unauthorized access to streaming from unauthorized copies of
6 copyrighted content, Compl. ¶¶ 37–41;

7 Direct Infringement: Plaintiffs allege direct infringement by third parties,
8 *Fung*, 710 F.3d at 1032: (a) third parties make unauthorized copies of Plaintiffs’
9 Copyrighted Works and upload them to cyberlockers linked on the PrimeWire
10 Websites violating Plaintiffs’ exclusive reproduction right under 17 U.S.C. § 106(1),
11 see Compl. ¶¶ 38–40, 78–79; *A&M Records, Inc. v. Napster, Inc.*, 239 F.3d 1004,
12 1014 (9th Cir. 2001) (uploading and downloading files violates plaintiffs’
13 reproduction rights); and (b) those third parties then stream Plaintiffs’ Copyrighted
14 Works over the Internet without the copyright holder’s authorization, violating
15 Plaintiffs’ exclusive public performance right under § 106(4), Compl. ¶¶ 38–40; *Am.*
16 *Broad. Cos. v. Aereo, Inc.*, 573 U.S. 431, 431 (2014) (finding Internet streaming
17 constitutes public performance); *Disney Enters., Inc. v. VidAngel, Inc.*, 224 F. Supp.
18 3d 957, 970–71 (C.D. Cal. 2016) (service that streams motion pictures and
19 television shows from master copies “publicly perform[s]” them).

20 Promotion of Infringement: Plaintiffs allege that Defendants promote third-
21 party infringement by creating a destination for end users to find infringing content,
22 *Fung*, 710 F.3d at 1032, by, among other things, highlighting recently released
23 Copyrighted Works as “Featured,” providing detailed instructions for linking and
24 streaming, and curating links to ensure high-quality unauthorized content. Compl.
25 ¶¶ 41–57. The demand of PrimeWire’s users fuel the sources of infringing content.

26 Causation: Plaintiffs allege causation because Defendants cause and
27 encourage the sources of the content to infringe by providing the PrimeWire service
28 and links to the content. *Id.* ¶¶ 41–51, 60; *Fung*, 710 F.3d at 1038 (“where there is

1 sufficient evidence of fault—that is, an unlawful objective—distributors are liable
 2 for causing the infringement that resulted from use of their products”); *cf. Universal*
 3 *City Studios Prods. LLLP v. TickBox TV LLC*, No. CV 17-7496-MWF (ASx), 2018
 4 WL 1568698, at *12 (C.D. Cal. Jan. 30, 2018) (same).

5 Second, Defendants are liable for contributory infringement. Contributory
 6 infringement is established where the defendant “has knowledge of another’s
 7 infringement” and “materially contributes” to that infringement. *VHT, Inc. v. Zillow*
 8 *Grp., Inc.*, 918 F.3d 723, 745 (9th Cir. 2019) (citation omitted). The Complaint
 9 alleges facts showing Defendants know the PrimeWire Websites are primarily used
 10 for mass infringement. *See Napster*, 239 F.3d at 1020 (knowledge element satisfied
 11 if defendant knows or has reason to know of the underlying infringing activity).
 12 Defendants know that third parties are copying Plaintiffs’ Copyrighted Works on the
 13 cyberlockers; Defendants themselves moderate and vet the links to these sources to
 14 confirm they meet Defendants’ requirements before the links go live on the
 15 PrimeWire Websites. Compl. ¶¶ 46–47. Defendants’ rating system of source
 16 quality (which uses, for example, a DVD icon to indicate the source copy was
 17 ripped from a DVD) provides further evidence of their knowledge. *Id.* ¶ 42.
 18 Defendants further demonstrate their knowledge that their conduct is illegal through
 19 taking affirmative steps to conceal their identities, *id.* ¶¶ 58–62, and advising users
 20 to use VPNs because streaming through PrimeWire is “risky,” *id.* ¶ 2.

21 Defendants materially contribute to third-party infringement because their
 22 actions “‘substantially assist[.]’ direct infringement.” *Louis Vuitton Malletier, S.A. v.*
 23 *Akanoc Sols., Inc.*, 658 F.3d 936, 943 (9th Cir. 2011). Defendants provide a service
 24 that connects the sources of infringing content to end users, who rely on the
 25 Websites for a curated source of links to popular movies and television shows.
 26 Compl. ¶¶ 1, 3.

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3. Factor 4: Plaintiffs Seek Only Partial Default Judgment On Liability And Injunctive Relief

This factor considers “the amount of money at stake in relation to the seriousness of Defendant’s conduct.” *PepsiCo, Inc.*, 238 F. Supp. 2d at 1176. Through the instant motion, Plaintiffs seek only a finding of liability and permanent injunction; Plaintiffs seek to defer the amount of money damages. *See id.* at 1176–77 (finding amount at stake favored default judgment where plaintiff sought injunctive relief, not monetary damages, for trademark infringement); *Kev & Cooper, LLC*, 2021 WL 4702432, at *3 (finding this factor weighed in favor of default judgment where plaintiff sought partial default judgment as to liability and injunctive relief, but not monetary damages). If Defendants ultimately want to contest the award of monetary damages, they can appear and make that showing.

4. Factor 5: There Is No Possibility Of Dispute Regarding Material Facts

Defendants’ failure to respond shows they have no grounds to dispute the material allegations of the Complaint are taken as true. *PepsiCo*, 238 F. Supp. 2d at 1177. Failure to respond to a complaint indicates that “the likelihood that any genuine issue may exist is, at best, remote.” *Philip Morris USA, Inc. v. Castworld Prods., Inc.*, 219 F.R.D. 494, 500 (C.D. Cal. 2003). Defendants have received copies of all documents filed with the Court, *see* ECF Nos. 19, 21, 23–24, 27, 31, but have failed to respond.

5. Factor 6: The Facts Show There Is No Possibility Defendants Defaulted On Account Of Excusable Neglect

No facts suggest Defendants’ failure to file a responsive pleading or to respond to the entry of default resulted from excusable neglect. The opposite is true. Defendants conduct after service of the Complaint and PI Order shows they have chosen to not participate. Van Voorn Decl. ¶ 49 (changes to website after complaint was filed); Aminirad Decl. ¶ 5, Ex. B (correspondence from Defendants); Suppl.

1 van Voorn Decl. ¶¶ 15–17, 21–23, Exs. 10–11 (changes following PI Order). This
2 *Eitel* factor thus weighs in favor of default judgment.

3 **6. Factor 7: The Policy For Decisions On The Merits Does Not**
4 **Preclude Default Judgment**

5 The final *Eitel* factor considers the preference for deciding cases on the
6 merits, *see Eitel*, 782 F.2d at 1471–72, but “this factor, standing alone, cannot
7 suffice to prevent entry of default judgment for otherwise default judgment could
8 never be entered,” *Caridi*, 346 F. Supp. 2d at 1073. Defendants’ default is the
9 reason there can be no decision on the merits. This factor should not reward
10 Defendants’ refusal to satisfy their obligations to this Court and to Plaintiffs.

11 **D. Plaintiffs Are Entitled To Their Requested Equitable Relief**

12 Plaintiffs request that the Court issue a permanent injunction (1) prohibiting
13 Defendants from engaging in the same or similar conduct going forward and (2)
14 ordering that the domains for the infringing Websites be transferred to Plaintiffs.

15 **1. Plaintiffs Meet The *eBay* Factors For A Permanent**
16 **Injunction**

17 The Copyright Act authorizes courts to grant injunctive relief “to prevent or
18 restrain infringement of a copyright.” 17 U.S.C. § 502(a). A plaintiff seeking a
19 permanent injunction must demonstrate: (1) that it has suffered irreparable injury;
20 (2) that there is no adequate remedy at law; (3) that the balance of hardship between
21 the plaintiff and defendant warrants equitable relief; and (4) that it is in the public’s
22 interest to issue the injunction. *eBay Inc. v. MercExchange, L.L.C.*, 547 U.S. 388,
23 392–93 (2006).

24 Irreparable Harm: Plaintiffs have demonstrated that Defendants’ conduct
25 risks irreparable harm to Plaintiffs’ control over their Copyrighted Works, interferes
26 with Plaintiffs’ relationships and goodwill with licensees, and undermines Plaintiffs’
27 digital distribution business. Miller Decl. ¶¶ 17–25 (describing threatened
28 irreparable harm).

1 No Adequate Remedy at Law: An award of money damages would neither
 2 protect Plaintiffs from ongoing and future infringement, nor adequately compensate
 3 them for the substantial harms Defendants have caused. Those harms include
 4 Plaintiffs’ loss of control over the Copyrighted Works, damage to their business
 5 goodwill, and harm to the continued advancement of the legitimate online market
 6 for distribution of creative works. Miller Decl. ¶¶ 28–29, 34–36; *see TickBox*, 2018
 7 WL 1568698, at *13 (“[I]t is unlikely that money damages could adequately
 8 compensate for difficult-to-quantify harms to Plaintiffs’ business models and
 9 relationships” from unauthorized streaming); *Warner Bros. Ent. Inc. v. WTV Sys.,*
 10 *Inc.* (“*Zediva*”), 824 F. Supp. 2d 1003, 1013 (C.D. Cal. 2011) (same). Monetary
 11 damages also are inadequate because, at this juncture, Plaintiffs are unlikely to be
 12 able to collect on such an award. *See, e.g., Metro-Goldwyn-Mayer Studios, Inc. v.*
 13 *Grokster, Ltd.*, 518 F. Supp. 2d 1197, 1219 (C.D. Cal. 2007) (“Damages are no
 14 remedy at all if they cannot be collected” (citation omitted)).

15 Balance of Hardships: The balance of hardships favors Plaintiffs. Purported
 16 harm to Defendants from infringement “does not merit significant equitable
 17 protection.” *VidAngel*, 869 F.3d at 867. Absent a permanent injunction, Plaintiffs
 18 will face the ongoing threat of continuing, irreparable harm from Defendants’
 19 infringing conduct. Defendants’ infringement is not limited to list of 138
 20 representative Copyrighted Works identified in the Complaint. There are *thousands*
 21 of Plaintiffs’ Copyrighted Works available for unauthorized streaming via the
 22 PrimeWire Websites. Suppl. van Voorn Decl. ¶ 4. Defendants post links to
 23 Plaintiffs’ new releases within days of those Copyrighted Works becoming first
 24 available to the public in theaters. *Id.* ¶ 5.

25 The Court invited Defendants to present “contrary evidence” regarding its
 26 non-infringement. PI Order at 5. Defendants have made no such showing,
 27 implicitly conceding that the predominant purpose of its service is to infringe
 28 Plaintiffs’ rights. A more limited injunction would make Plaintiffs effectively

1 responsible for Defendants’ compliance with the law, and, as a practical matter,
2 would be impossible to enforce given the sheer volume of infringing material on the
3 PrimeWire Websites. *Cf. Orth-O-Vision, Inc. v. Home Box Office*, 474 F. Supp.
4 672, 686 n.14 (S.D.N.Y. 1979) (“[W]hen . . . it is technologically impossible to
5 separate out the infringing material the copyright owner ought not go unprotected.”).

6 Public Interest: “[T]he public has a compelling interest in protecting
7 copyright owners’ marketable rights to their work and the economic incentive to
8 continue creating television programming’ and motion pictures.” *VidAngel*, 869
9 F.3d at 867 (citation omitted). The public also has a compelling interest in
10 protecting copyright owners’ rights against anonymous, bad-faith actors like the
11 PrimeWire Defendants, who have openly violated the law and the Court’s PI Order.

12 All four factors are met. The Court should issue a permanent injunction
13 enjoining Defendants from further infringing Plaintiffs’ Copyrighted Works.

14 **2. Transfer Of The Infringing Domains To Plaintiffs Is**
15 **Necessary To Prevent Or Restrain The Infringement**

16 Under the Copyright Act, a court may grant injunctive relief on terms it finds
17 “reasonable to prevent or restrain infringement of a copyright.” 17 U.S.C. § 502(a).
18 Courts have found that a transfer of domain names is an appropriate remedy to
19 prevent further infringement of a copyright holder’s rights, particularly where, as
20 here, the infringement is ongoing.¹⁰ *See, e.g., Warner Bros. Ent., Inc. v. Vega*, No.
21 CV 11-05895 SJO (SPx), 2012 WL 13008442, *5 (C.D. Cal. Mar. 29, 2012)

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23 _____
24 ¹⁰ Some courts have declined to issue an injunction transferring a defendant’s
25 domain names to the plaintiff absent proof that the defendant continues to infringe
26 intellectual property rights in violation of an injunction. *See, e.g., Iconix, Inc. v.*
27 *Tokuda*, 457 F. Supp. 2d 969, 1001 (N.D. Cal. 2006) (declining to transfer domain
28 names “in light of the insufficiency of the evidence provided to the Court . . . on the
matter of whether and how Defendants continue to infringe Plaintiff’s copyright”).
Here, Defendants have continued to infringe Plaintiffs’ Copyrighted Works, despite
the Court’s PI Order. Suppl. van Voorn Decl. ¶ 3.

1 (directing transfer of domains to plaintiff “[i]n order to give practical effect to the
 2 Permanent Injunction” enjoining copyright infringement); Order Granting Pls.’ Mot.
 3 for Default J. & Permanent Inj. ¶ 18, *China Cent. Television v. Create New Tech.*
 4 (*HK*) *Ltd.*, No. 2:15-CV-01869 SVW (AJWx) (C.D. Cal. May 31, 2016), ECF No.
 5 192 (directing the “domain name registries . . . who receive actual notice of [the
 6 court’s] Order . . . transfer . . . domain names to Plaintiffs’ ownership and control,
 7 including . . . by changing the registrar of record to the registrar of the Plaintiffs’
 8 choosing”); *McGraw-Hill Global Educ. Holdings, LLC v. Khan*, 323 F. Supp. 3d
 9 488, 500 (S.D.N.Y. June 22, 2018) (collecting case law and entering default
 10 judgment and permanent injunction ordering transfer of defendants’ domains to
 11 plaintiffs); *Paramount Pictures Corp. v. Does*, No. 15-CV-5819, 2015 WL
 12 10013786, at *4 (S.D.N.Y. Nov. 24, 2015) (ordering transfer of domains pursuant to
 13 17 U.S.C. § 502(a) and the court’s inherent equitable powers).

14 Transferring the PrimeWire domains is necessary to give practical effect to
 15 the Court’s permanent injunction. Defendants have openly flouted this Court’s PI
 16 Order. PrimeWire remains in operation, enticing visitors to illegally stream
 17 Plaintiffs’ Copyrighted Works. Suppl. van Voorn Decl. ¶¶ 3, 24. After the PI Order
 18 issued, Defendants transferred primewire.li and primewire.vc to a new registrar
 19 known to be friendly to infringers.¹¹ Suppl. van Voorn Decl. ¶¶ 15–17. And after
 20 Plaintiffs served the PI Order, Defendants added a new notice to the top of the
 21 PrimeWire Websites, directing its users: “Please bookmark PrimeWireStatus.org so
 22 _____

23 ¹¹ Domain name registrars control transfer of the domains; registries assign the
 24 domains to registrars for that purpose. *Id.* ¶ 18. While both registrars and registries
 25 can “lock” a domain, only the registrar is able to transfer it. *Id.* ¶ 19. Plaintiffs’
 26 requested Permanent Injunction includes a term that provides the registry with
 27 authority to reassign the domain to a cooperative registrar if necessary. *See, e.g.*,
 28 Final Default J. & Permanent Inj., *Vineyard Vines, LLC v. Individuals, Bus. Entities,*
& Unincorporated Ass’ns Identified on Schedule “A,” No. 0:21-cv-61991-KMW
 (S.D. Fla. Dec. 21, 2021), ECF No. 42 (ordering registry, Verisign, to reassign
 domain if necessary to effect the transfer).

1 you will always know where to find PrimeWire,” *id.* ¶ 21, Ex. 10, positioning
2 themselves to continue their mass copyright infringement in violation of the Court’s
3 orders.

4 Transfer of the domains works to prevent or restrain further infringement in
5 accordance with § 502(a). Plaintiffs would include anti-piracy messaging on the
6 transferred domains to advise PrimeWire’s users that Defendants’ conduct is illegal.
7 Plaintiffs also ask that the Court’s injunction remain expressly subject to
8 modification if or when Plaintiffs can provide evidence that Defendants have
9 transferred the PrimeWire service to a new URL or domain which should be subject
10 to the injunction.

11 **IV. THE COURT SHOULD GRANT LEAVE TO CONDUCT LIMITED**
12 **DISCOVERY ON DAMAGES**

13 Plaintiffs seek leave to conduct limited discovery on Defendants’ advertising
14 revenue as potentially relevant to the Court’s determining the amount of damages to
15 award under 17 U.S.C. § 504. There has been (and will be) no Rule 26(f)
16 conference of counsel, so a Court Order is necessary to authorize discovery. The
17 Court has authority to issue such an Order under Rule 55(b)(2), which courts have
18 relied on to allow damages discovery after the entry of default on liability. *See*
19 *Oakley, Inc.*, 2016 WL 7495835, at *7 (collecting cases).

20 Plaintiffs believe a large damages award here will be appropriate given the
21 scale of Defendants’ infringement, but need discovery to gather more information
22 regarding Defendants’ ill-gotten profits. According to reports by the Digital
23 Citizens Alliance, the underground market for pirated content is lucrative with
24 massive sums of revenue earned from advertising. Van Voorn Decl. ¶ 33 & Ex. 15.
25 While Defendants suggested in limited communications with Plaintiffs that they
26 generate little revenue through the PrimeWire Websites, Plaintiffs are entitled to
27 discover the true facts. *See Aminirad Decl.*, Ex. B at 9.

28

1 Plaintiffs request the Court grant them leave to serve discovery regarding
2 Defendants’ advertising revenue, including from Defendants’ current and former
3 advertising networks and sponsored link providers. Suppl. van Voorn Decl. ¶¶ 25–
4 29. Since some of these third parties may be uncooperative and many are located
5 abroad (*id.* ¶ 29), Plaintiffs request six months to complete this discovery.

6 **V. CONCLUSION**

7 Plaintiffs respectfully request that the Court enter partial default judgment
8 against Defendants Does 1 through 10 as set forth in the concurrently filed proposed
9 partial default judgment and permanent injunction. Plaintiffs further request leave
10 to conduct limited discovery on damages.

11
12
13 DATED: February 18, 2022

MUNGER, TOLLES & OLSON LLP

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17 Attorneys for Plaintiffs
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