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10 MG PREMIUM LTD.

11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA
13 WESTERN DIVISION

14 MG PREMIUM LTD., a limited liability
15 company organized under the laws of
16 the Republic of Cyprus,

17 Plaintiff

18 vs.

19 NGUYEN HOI and DOES 1-20, d/b/a
20 PORNEZ.net

21 Defendant.

Case No. CV-23-00349

COMPLAINT FOR:

- 1. COPYRIGHT INFRINGEMENT**
- 2. INDUCEMENT OF COPYRIGHT INFRINGEMENT**
- 3. VICARIOUS AND CONTRIBUTORY COPYRIGHT INFRINGEMENT**

REQUEST FOR JURY TRIAL

1 Plaintiff MG Premium Ltd. (hereinafter referred to as “Plaintiff” or “MG
2 Premium”) by and through its counsel of record files this Complaint against
3 Defendants Nguyen Hoi and Does 1-20, d/b/a PornEz.net (collectively hereinafter
4 referred to as “Defendant” or “Defendants”).
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6 **PRELIMINARY STATEMENT**

7 1. MG Premium is among the world’s leading providers of premium
8 adult entertainment content. By this lawsuit, MG Premium seeks to protect
9 thousands of its copyrighted audiovisual works from blatant infringement by
10 Defendants.
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12 2. The conduct that gives rise to this lawsuit is egregious and willful.
13 Defendants own and operate a website engaged in the business of copying and
14 distributing infringing audiovisual works. Defendants are directly and knowingly
15 involved in the trafficking of tens of thousands of pirated works – including
16 thousands of works owned by MG Premium. Moreover, Defendants are not
17 “service providers” and not engaged in the storage of content at the direction of
18 users, and therefore are not entitled to any of the safe-harbors afforded under
19 Section 512 of the Digital Millennium Copyright Act (“DMCA”) (17 U.S.C. §
20 512). Defendants do not even attempt to comply with obligations under the
21 DMCA. Instead, Defendants systematically refuse to comply with proper and
22 compliant DMCA takedown notices against their own terms and conditions and
23 displayed instructions.

24 3. Defendants’ actions are causing serious harm to MG Premium and its
25 business. Defendants’ infringing conduct must stop immediately. Because
26 Defendants have not complied with demands to cease and desist, MG Premium is
27 now constrained to come before this Court seeking injunctive and monetary relief.
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1 **JURISDICTION AND VENUE**

2 4. This civil action seeks damages and injunctive relief for copyright
3 infringement under the Copyright Act, 17 U.S.C. § 501 *et seq.* Injunctive relief is
4 appropriate, based on: (1) irreparable harm; (2) the inadequacy of monetary
5 damages for the infringement; (3) the balance of hardships weighing in the
6 copyright holder's favor; and (4) the public's interest in a permanent injunction.

7 5. This Court has subject matter jurisdiction over MG Premium's claims
8 for copyright infringement and violation of the Digital Millennium Copyright Act,
9 pursuant to 28 U.S.C. §§ 1331 and 1338.

10 6. Defendant Nguyen Hoi is, on information and belief, an individual
11 whose address and current location are presently unknown to Plaintiff. On
12 information and belief, Defendant Nguyen Hoi owns and operates the website,
13 located at the uniform resource locator ("URL") <https://pornez.net> (the "PornEz
14 Website").

15 7. Defendant Does 1-20 are currently unknown individual(s) and/or
16 entity(ies) that own and operate the PornEz Website.

17 8. The PornEz Website is operated for the purpose of willful, large-scale
18 copyright infringement.

19 9. Defendants knowingly and purposefully market to and target the
20 entire United States, including residents of this District, through the PornEz
21 Website.

22 10. Based on a January 2023 website analysis prepared by
23 Similarweb.com, an industry-trusted website analytics company, (the "SimilarWeb
24 Report"), for the three-month period ending December 2022, the PornEz Website
25 averaged approximately 27.6 million, monthly visitors. Of these visitors, those
26 from the United States made up the largest market, at 21.95%, with the next largest
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1 market being visitors from the United Kingdom, at 8.32%. Similarweb.com gave
2 Pornez.net a country rank in the United States of 1,429.

3 11. The SimilarWeb Report further shows that for the three-month period
4 ending December 2022, Internet traffic driven to the PornEz Website from social
5 media platforms came predominantly from United States entities, such as
6 YouTube, LLC, a California-based company, which accounted for 59.89% of such
7 traffic. Further, Facebook, Inc., a California-based company, accounted for 6.43%
8 of such traffic, Reddit, Inc. another California-based company, accounted for
9 16.37% of such traffic, California-based Instagram accounted for 4.39%, and
10 California-based Twitter, Inc. accounted for 7.37%.

11 12. The SimilarWeb Report also shows that 58.45% of search traffic to
12 Pornez.net is organic search traffic and 21.01% is direct traffic. Organic search
13 traffic is traffic derived from search engines such as California-based Google.com.
14 Organizing content by title and trade name allows rights owners and pirate
15 operations such as Pornez.net to garner placement in search results. The result is
16 substantial traffic, as is the case here. Direct traffic is “type-in” traffic typically
17 received by word of mouth or after a party sees the site name in another location
18 and types the URL into a browser.

19 13. A true and correct copy of the SimilarWeb Report is attached hereto
20 as Exhibit B.

21 14. On information and belief, the initial domain and current name
22 registrar for Pornez.net is Namecheap. Namecheap is an ICANN-accredited
23 domain name registrar providing domain name registration and web hosting
24 services based in Phoenix, Arizona.

25 15. Defendants utilize Cloudflare, a delivery network service for the
26 PornEz Website that is located in California and owned by Cloudflare, Inc., a
27 corporation incorporated under the laws of the State of Delaware.
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1 16. The PornEz Website displays geo-targeted pop-up advertisement to
2 U.S. users, meaning the operators of the website can determine the general locale
3 of each user and displays advertisements targeted to those locales. On information
4 and belief, this targeting appears to be on the city level, including targeting specific
5 to this District.

6 17. Defendants’ use of U.S. vendors for domain name servers, geo-
7 targeted ads, and other services illustrate that Defendants are expressly aiming
8 their website and business at the United States market.

9 18. The PornEz Web Site displays an “18 U.S.C. 2257” link at the bottom
10 of each page. This link leads to a dedicated page that states its compliance
11 requirements under United States Law 18 U.S. Code § 2257.

12 19. The PornEz Web Site displays a “DMCA” link at the bottom of each
13 page. This link leads to a dedicated page that states its “Notice and Takedown
14 requirements of 17 U.S.C. § 512 of the Digital Millennium Copyright Act
15 (“DMCA”).” This page contains specific instructions on how to notice the website
16 and its takedown procedure.

17 20. Defendants clearly intend and anticipate for U.S. viewers to use the
18 PornEz Web Site.

19 21. Upon information and belief, the Defendants all transact business in
20 this Judicial District by way of their interactive website and through their
21 interactivity with United States and California residents who have been offered the
22 infringing and unlawful content at issue herein, and who have themselves engaged
23 in acts of direct infringement in this District and State. This Court has personal
24 jurisdiction over the Defendants, who have engaged in business activities in and
25 directed to this District and have committed tortious acts within this District or
26 directed at this District. Defendants are subject to service of process pursuant to the
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1 California’s “Long Arm Statute” (Cal. Code Civ. Proc § 410.10), and Fed.R.Civ.P.
2 4(e).

3 22. Further, on information and belief, Defendants are not based in the
4 United States, and any alien defendant is subject to jurisdiction in any federal
5 district in the United States. *See* 28 U.S.C. §1391 (“An alien may be sued in any
6 district.”); *see also* Fed. R. Civ. P. 4(k)(2).

7 23. This Court has subject matter jurisdiction over Plaintiff’s federal
8 claims pursuant to 17 U.S.C. § 101 et seq., 28 U.S.C. §1331 and 28 U.S.C. §1338.

9 24. Venue is appropriate in this District pursuant to 28 U.S.C.
10 § 1391(b) and/or (c).

11 25. This Court has personal jurisdiction pursuant to 28 U.S.C. §§ 1391(b),
12 (c) and/or (d) and 28 U.S.C. § 1400(a).

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15 **PARTIES**

16 26. MG Premium is, and at all relevant times was, a private limited
17 liability company organized under the laws of the Republic of Cyprus, and has its
18 head office at 195-197 Old Nicosia-Limassol Road, Block 1 Dali Industrial Zone,
19 Cyprus 2540. MG Premium is the holder of the copyrights associated with many
20 well-known brands of adult content, including “Reality Kings”, “Brazzers”,
21 MOFOS”, “Babes.com”, and “Twistys” among others.

22 27. MG Premium owns and operates one of the largest portfolios of
23 premium adult-oriented audiovisual content in the world. MG Premium routinely
24 registers copyrights in its contents with the U.S. Copyright Office.

25 28. A schedule of the MG Premium copyrighted works at issue in this
26 case thus far, which have been registered with the U.S. Copyright Office, is
27 attached hereto as Exhibit A (the “Subject Works”).

28 29. MG Premium operates websites on which it displays its content.

1 30. MG Premium has never authorized or given consent to Defendants to
2 use their copyrighted works in the manner displayed or exploited by Defendants
3 and as complained therein.

4 31. Upon information and belief, Defendants own and operate the PornEz
5 Website.

6 32. Upon information and belief, the PornEz Website is operated with the
7 full intention of broadcasting, distributing, or making available content in the
8 United States and earning money from the United States market. It is currently
9 unknown where the owners and operators are located.

10 33. Defendants Does 1 through 20 are the owners, operators,
11 shareholders, officers, executives, agents and affiliates of the PornEz Website.
12 MG Premium is unaware of the true names or capacities of Does 1 through 20.
13 MG Premium is informed and believes, and on that basis alleges, that Does 1
14 through 20 either (a) directly performed the acts alleged herein, (b) were acting as
15 the agents, principals, alter egos, employees, or representatives of the owners and
16 operators of the PornEz Website, and/or (c) otherwise participated in the acts
17 alleged herein with the owners and operators of the PornEz Website. Accordingly,
18 Does 1 through 20 each are liable for all the acts alleged herein because they were
19 the cause in fact and proximate cause of all injuries suffered by MG Premium as
20 alleged herein. MG Premium will amend the complaint to state the true names of
21 Does 1 through 20 when their identities are discovered.

22 **FACTS**

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24 34. The PornEz Website is a pirate website, displaying copyrighted adult
25 entertainment content without authorization or license. The PornEz Website
26 operator(s) posts videos on the PornEz Website.

1 35. The PornEz Website monetizes unlawful copyright infringement via
2 advertising banners visible on the site. Advertising was and is the sole manner in
3 which Defendants make money on the PornEz Website.

4 36. In addition to static banner advertisement, upon viewing videos on
5 the PornEz Website, the user will be periodically shown pop-up advertisement. A
6 “pop-up” advertisement is an ad that seemingly randomly appears on the user’s
7 screen.

8 37. The pop-up advertisements on the PornEz Website are geo-targeted,
9 meaning the operators of the PornEz Website have means to determine the
10 general locale of each user and displays advertisements consistent and/or specific
11 to the locale.

12 38. Videos on the PornEz Website may be shared on other sites, in
13 addition to the user being provided with direct links for posting on or to any social
14 media site including, but not limited to, Facebook, Twitter, Google or via Email to
15 anyone. Such functionality makes it impossible to know how often and where an
16 unlicensed copyrighted video has been posted and displayed illegally as a direct
17 result of Defendants unlawful display.

18 39. The PornEz Website fails to fulfill the requisite conditions precedent
19 to qualify for the safe harbor provisions of the DMCA. Specifically, the PornEz
20 Website does not properly identify a DMCA Agent. Further, Defendants fail to
21 honor take-down notices sent to the PornEz Website and have failed to implement
22 a reasonable repeat infringer policy.

23 40. MG Premium’s agents routinely monitor websites to identify
24 infringement of MG Premium’s copyrighted works. In the course of doing so, MG
25 Premium’s agents discovered that many MG Premium’s copyrighted works were
26 being made available, in full, to the public on the PornEz Website for free and
27 without license or authorization from MG Premium.
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1 41. For instance, it was discovered that as of December 2022, the PornEz
2 Website displayed 7,818 of Plaintiff’s copyright-registered works on 51,375
3 separate and distinct URLs, each a part of the PornEz Website. These copyrighted
4 works with the PornEz.com infringing URLs are listed in Exhibit A. Defendants
5 have no authority or license to display or distribute any portion of Plaintiff’s
6 copyrighted works in the manner displayed or exploited by Defendants and as
7 complained therein.

8 42. On August 30, 2022, Plaintiff received a response to a DMCA
9 Subpoena served on California-based Cloudflare, Inc. about Defendant’s
10 PornEZ.net Website. In response, Cloudflare provided customer profile, billing and
11 payment data, and user login information that shows the operator logging into
12 Cloudflare’s US servers to control certain site operations.

13 43. Cloudflare production showed that the billing listed the “Responsible
14 Party” as customer ID 351754. The name provided was Nguyen Hoi with an email
15 address. No physical address was provided. Through the email address, a total of
16 11 payments have been made to Cloudflare since August 7, 2021. The payments
17 were made using tokenized-PayPal, a service of California-based PayPal.

18 44. Upon information and belief, Defendants have actual knowledge and
19 clear notice of the infringement of Plaintiff’s titles. The infringement is clear and
20 obvious even to the most naïve observer. Plaintiff’s copyrighted works are
21 indexed, displayed, and distributed on the PornEz Website through Defendants and
22 the Doe Defendants acting in concert. Plaintiff’s and other major producers’
23 trademarks are used to index infringing material along with obfuscation of
24 watermarks and other identifiers which is evidence of knowledge and intent.

25 45. There is no capability for a third-party user to upload content to the
26 website.
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1 46. By virtue of the conduct alleged herein, Defendants knowingly
2 promote, participate in, facilitate, assist, enable, materially contribute to,
3 encourage, and induce copyright infringement, and thereby have infringed,
4 secondarily infringed, and induced infringement by others, the copyrights in
5 Plaintiffs' copyrighted work.

6 47. Defendants, either jointly, severally, actually, constructively, and with
7 or without direct concert with one another, deprived Plaintiffs of the lawful
8 monetary rewards that accompany its rights in the copyrighted works. Defendants
9 disregard for copyright and trademark laws threaten Plaintiff's business.

10 48. Defendants intentionally, knowingly, negligently, or through willful
11 blindness avoided reasonable precautions to deter rampant copyright infringement
12 on their website.

13 49. Defendants' acts and omissions allow them to profit from their
14 infringement while imposing the burden of monitoring Defendants' website onto
15 copyright holders, without sufficient means to prevent continued and unabated
16 infringement.

17 50. MG Premium rigorously registers all of its copyrightable content. On
18 information and belief, each of the infringed works was registered with the U.S.
19 Copyright Office before the alleged infringement.

20 51. On information and belief, Defendants have the right and ability to
21 supervise the conduct of one or all of each other's infringing activities and have a
22 direct financial interest in one or all of each other's infringing activities.

23 52. On information and belief, Defendants had knowledge of the
24 infringing conduct of one or all of each other and materially contributed to,
25 induced or caused the infringing activity of one or all of each other.
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FIRST CAUSE OF ACTION
Copyright Infringement – 17 U.S.C. §§ 101 *et. seq.*
Against All Defendants

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53. MG Premium repeats, re-alleges, and incorporates by reference each preceding allegation set forth herein.

54. As noted above, MG Premium served DMCA takedown notices for the Subject Works. Defendants did not respond, nor do they take action to remove content belonging to MG Premium when DMCA complaints are sent.

55. MG Premium is the owner of valid and registered copyrights in the Subject Works.

56. MG Premium registered its copyrights with the United States Copyright Office.

57. Defendants have infringed, and are continuing to infringe, MG Premium’s copyrights by reproducing, adapting, distributing, and/or publicly displaying and authorizing others to reproduce, adapt, distribute, and/or publicly display copyrighted portions and elements of the Subject Works, and/or the Subject Works in their entirety, without authorization, in violation of the Copyright Act, 17 U.S.C. § 101 *et seq.*

58. Defendants did not have authority or license to copy and/or display the Subject Works.

59. MG Premium has never authorized or given consent to Defendants to use the Subject Works in the manner displayed and exploited by Defendants.

60. Defendants knew or reasonably should have known they did not have permission to exploit the Subject Works on the PornEz Website and further knew or should have known their acts constituted copyright infringement.

61. Defendants’ acts of infringement are willful, in disregard of, and with indifference to the manner displayed and exploited by Defendants.

1 62. Defendants engaged in intentional, knowing, negligent, or willfully
2 blind conduct sufficient to demonstrate they engaged actively in the improper
3 collection and distribution of Plaintiffs' copyrighted works.

4 63. The quantity and quality of copyright files available to users increased
5 the attractiveness of Defendants' service to its customers, increased its users base,
6 and increased its ad sales revenue.

7 64. On information and belief, Defendants actively uploaded pirated
8 copyrighted files and/or embedded code, enabling users of the PornEz Website
9 and to view copyrighted videos and images for free.

10 65. Defendants controlled the illegally copied files originally owned
11 by MG Premium and determined which files remained for further display and
12 distribution.

13 66. Defendants never implemented or enforced a "repeat infringer"
14 policy.

15 67. Defendants either were aware, actually or constructively, should have
16 been aware, or were willfully blind that pirated copyrighted materials
17 comprised the most popular videos on the PornEz Website.

18 68. Defendants, through the PornEz Website, affirmatively and
19 willfully accommodated Internet traffic generated by the illegal acts.

20 69. Defendants' conduct was willful within the meaning of 17 U.S.C. § 101,
21 *et seq.* At a minimum, Defendants acted with willful blindness and reckless
22 disregard of MG Premium's registered copyrights.

23 70. Because of their wrongful conduct, Defendants are liable to MG
24 Premium for copyright infringement. See 17 U.S.C. §501. Plaintiff suffers and
25 will continue to suffer substantial losses, including, but not limited to, damage to
26 its business reputation and goodwill.
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1 71. The law permits Plaintiff to recover damages, including their lost
 2 profits and Defendants’ direct and indirect profits, according to statute. 17 U.S.C.
 3 §504. Alternatively, the law permits Plaintiff to recover statutory damages. 17
 4 U.S.C. §504(c).

5 72. Because of Defendants’ willful infringement, the law permits
 6 enhancement of the allowable statutory damages. 17 U.S.C. §504(c) (2).
 7 Attorney’s fees are available pursuant to 17 U.S.C. §505.

8 73. The law permits Plaintiff injunctive relief. 17 U.S.C. §502.
 9 Further, the law permits a Court Order impounding all infringing materials. 17
 10 U.S.C. §503.

11 74. Because of Defendants’ acts and conduct, MG Premium has
 12 sustained and will continued to sustain substantial, immediate, and irreparable
 13 injury, for which there is not adequate remedy at law. Unless enjoined and
 14 restrained by the Court, Defendants will continue to infringe MG Premium’s
 15 rights in the Subject Works. MG Premium is entitled to temporary,
 16 preliminary, and permanent injunctive relief to restrain and enjoin Defendants’
 17 continuing infringing conduct.
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19 **SECOND CAUSE OF ACTION**
 20 **Inducement of Copyright Infringement**
 21 **Against All Defendants**

22 75. MG Premium repeats, re-alleges, and incorporates by reference each
 23 preceding allegation set forth herein.

24 76. Defendants designed and/or distributed technology and/or
 25 devices and/or induced individuals to use this technology to promote the use of
 26 infringed and copyrighted material. As a direct and proximate result of
 27 Defendants’ inducement, individuals infringed MG Premium’s copyrighted works.
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1 These individuals reproduced, distributed and publicly disseminated MG Premium’s
2 copyrighted works through Defendants’ website.

3 77. On information and belief, Defendants have encouraged the illegal
4 uploading and downloading of MG Premium’s copyrighted works, thus inducing
5 the unauthorized reproduction, adaptation, public display and/or distribution of
6 copies of the MG Premium’s copyrighted works, and thus to the direct
7 infringement of MG Premium’s copyrighted works.

8 78. Defendants’ actions constitute inducing copyright infringement of
9 MG Premium’s copyrights and exclusive rights under copyright in the MG
10 Premium’s copyrighted works in violation of the Copyright Act, 17 U.S.C. §§ 106
11 and 501.

12 79. The infringement of MG Premium’s rights in and to each of the MG
13 Premium’s copyrighted works constituted a separate and distinct infringement.

14 80. The acts of infringement by Defendants have been willful, intentional,
15 purposeful and in reckless disregard of and with indifference to MG Premium’s
16 rights.

17 81. As a direct and proximate result of the infringements by Defendants
18 of MG Premium’s copyrights and exclusive rights under copyright in the MG
19 Premium’s copyrighted works, MG Premium is entitled to its actual damages and
20 Defendants’ profits pursuant to 17 U.S.C. § 504(b).

21 82. Alternatively, MG Premium is entitled to maximum statutory
22 damages, pursuant to 17 U.S.C. § 504(c), in the amount of \$150,000 with respect
23 to each work infringed, or such other amounts as may be proper under 17 U.S.C. §
24 504(c).

25 83. MG Premium is further entitled to their attorneys’ fees and full costs
26 pursuant to 17 U.S.C. § 505.
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1 84. Because of Defendants’ acts and conduct, MG Premium has
2 sustained and will continue to sustain substantial, immediate, and irreparable
3 injury, for which there is no adequate remedy at law. Unless enjoined and
4 restrained by the Court, Defendants will continue to infringe MG Premium’s
5 rights in the Subject Works. MG Premium is entitled to temporary, preliminary,
6 and permanent injunctive relief to restrain and enjoin Defendants’ continuing
7 infringing conduct.
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10 **THIRD CAUSE OF ACTION**
11 **Vicarious and/or Contributory Copyright Infringement**
12 **Against All Defendants**

13 85. Plaintiff repeats, re-alleges, and incorporates by reference as though
14 fully set forth herein, the allegations contained in the preceding paragraphs of this
15 Complaint.
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17 86. Plaintiff is informed and believes and thereon alleges that Defendants,
18 and each of them, knowingly induced, participated in, aided and abetted, and
19 resultantly profited from the illegal reproduction, distribution, display and/or
20 creation of derivative works based on the Subject Works as alleged herein.

21 87. Plaintiff is informed and believes and thereon alleges that Defendants,
22 and each of them, are vicariously liable for the infringement alleged herein because
23 they had the right and ability to supervise the infringing conduct and because they
24 had a direct financial interest in the infringing conduct.

25 88. Plaintiff is informed and believes and on that basis alleges that
26 Defendants, and each of them, are contributory infringers because each knew or
27 had reason to know of the infringing activity, and that Defendants intentionally and
28 materially contributed to the infringing activity.

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89. By reason of the Defendants', and each of their, acts of contributory and/or vicarious infringement as alleged above, Plaintiff has suffered and will continue to suffer substantial damages to its business in an amount to be established at trial.

90. By reason of the Defendants' and each of their acts of contributory and/or vicarious infringement as alleged above, Plaintiff has suffered and will continue to suffer general and special damages to its business in an amount to be established at trial.

91. Due to Defendants' acts of contributory and/or vicarious copyright infringement, Defendants, and each of them, have obtained direct and indirect profits they would otherwise not have realized but for their infringement of the Subject Works. As such, Plaintiff is entitled to disgorgement of Defendants' profits directly and indirectly attributable to Defendants' infringement of the Subject Works in an amount to be established at trial.

92. Plaintiff is informed and believes and thereupon alleges that Defendants, and each of them, have continued to infringe Plaintiff's copyright rights. Therefore, Defendants' acts of copyright infringement as alleged above were, and continue to be, willful, intentional and malicious, subjecting Defendants, and each of them, to liability therefore. Further, Defendants, and each of them, willfully and intentionally misappropriated, palmed-off and/or infringed Plaintiff's Subject Works which renders Defendants, and each of them, liable for damages as described herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff MG Premium Ltd prays that this Court enter judgment in its favor on each and every claim for relief set forth above and award MG Premium relief including, but not limited to, an Order:

1 A. Preliminarily and permanently enjoining Defendants, their agents,
2 servants, officers, directors, employees, attorneys, privies, representatives,
3 successors and assigns and parent and subsidiary corporations or other related
4 entities, and any or all persons acting in concert or participation with any of them,
5 or under their direction or control, from any of the following activities:

6 (1) Hosting, linking to, distributing, reproducing, copying,
7 downloading, uploading, making available for download, indexing,
8 displaying, exhibiting, communicating to the public, streaming,
9 transmitting, or otherwise exploiting or making any use of any of MG
10 Premium’s copyrighted works, including the Subject Works, or any
11 portion(s) thereof in any form;

12 (2) Enabling, facilitating, permitting, assisting, soliciting,
13 encouraging or inducing, whether directly or indirectly, any user or
14 other third party (i) to host, link to, distribute, reproduce, copy,
15 download, upload, make available for download, index, display,
16 exhibit, communicate to the public, stream, transmit, or otherwise
17 exploit or make any use of MG Premium’s copyrighted works,
18 including the Subject Works, or portion(s) thereof; or (ii) to make
19 available any of MG Premium’s copyrighted works, including the
20 Subject Works, for hosting, linking to, distributing, reproducing,
21 copying, downloading, uploading, making available for download,
22 indexing, displaying, exhibiting, communicating to the public,
23 streaming, transmitting, or other exploitation or use;

24 (3) Using, operating, maintaining, distributing, or supporting any
25 computer server, website, software, domain name, email address,
26 social media account, bank account, or payment processing system in
27 connection with the hosting, linking to, distributing, reproducing,
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1 copying, downloading, uploading, making available for download,
2 indexing, displaying, exhibiting, communicating to the public,
3 streaming, transmitting, or other exploitation or use of any of MG
4 Premium's copyrighted works, including the Subject Works;

5 (4) Enabling, facilitating, permitting, assisting, soliciting,
6 encouraging or inducing, whether directly or indirectly, any user or
7 other third party to visit any website, including but not limited to any
8 website operated by Defendants, that hosts, links to, distributes,
9 reproduces, copies, downloads, uploads, makes available for
10 download, indexes, displays, exhibits, communicates to the public,
11 streams, transmits, or otherwise exploits or makes any use of MG
12 Premium's copyrighted works, including the Subject Works, or
13 portion(s) thereof;

14 (5) Transferring or performing any function that results in the
15 transfer of the registration of the domain name of the PornEz Website
16 to any other registrant or registrar; and

17 (6) Assisting, aiding or abetting any other person or business entity
18 in engaging in or performing any of the activities referred to in this
19 Paragraph.
20

21 B. Requiring Defendants and their officers, servants, employees, agents
22 and any persons who are, or on notice and upon continued provision of services
23 would be, in active concert or participation with them, including but not limited to
24 the domain name registrars and registries administering, holding, listing, or
25 otherwise having control over the domain name <https://PornEz.net> or any other
26 domain name used in conjunction with Defendant's infringing activities, to transfer
27 such domain name to MG Premium's ownership and control, including, *inter alia*,
28 by changing the registrar of record to the registrar of MG Premium's choosing,

1 unless MG Premium requests that such domain name be held and/or released rather
2 than transferred.

3 C. Requiring Defendants, their agents, servants, officers, directors,
4 employees, attorneys, privies, representatives, successors and assigns and parent
5 and subsidiary corporations or other related entities, and any or all persons or
6 entity acting in concert or participation with any of them, or under their direction
7 or control, including any internet search engines, web hosting and Internet service
8 providers, domain name registrars, domain name registries and other service or
9 software providers, within five (5) business days from the issuance of this Order:

10 (1) To block or use reasonable efforts to attempt to block access by
11 United States users of the PornEz Website by blocking or attempting
12 to block access to all domains, subdomains, URLs, and/or IP
13 Addresses that has as its sole or predominant purpose to enable to
14 facilitate access to the PornEz Website;

15 (2) To re-route all domains, subdomains, URLs, and/or IP
16 Addresses that provides access to each and every URL available from
17 each of the PornEz Website and their domains and subdomains.
18

19 D. That Defendants be ordered to file with the Court and serve upon
20 Plaintiff, within thirty (30) after the entry of an injunction, a report in writing and
21 under oath, setting forth in detail the manner and form in which Defendants have
22 complied with any ordered injunction;

23 E. That Plaintiff be awarded statutory damages in an amount to be
24 determined at trial for all infringing activities, or actual damages including
25 Plaintiff's damages and lost profits, Defendants' profit;

26 F. That Defendants be ordered to account to Plaintiff for all profits, gains
27 and advantages that they have realized as a consequence of their unauthorized use
28 of Plaintiff's copyrighted works;

1 G. That Plaintiff be awarded enhanced damages and attorney’s fees;

2 H. That Plaintiff be awarded pre-judgment and post-judgment interest;

3 I. That Plaintiff be awarded costs and expenses incurred in prosecuting
4 this action, including expert witness fees; and

5 J. That such other and further preliminary and permanent relief be
6 awarded to Plaintiff as the Court deems appropriate.

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9 Dated: January 17, 2023

KARISH & BJORGUM, PC

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14 By: _____
15 A. Eric Bjorgum
16 Attorneys for Plaintiff MG PREMIUM
17 LTD.
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REQUEST FOR JURY TRIAL

Pursuant to Fed.R.Civ.P. 38(b), Plaintiffs hereby request a trial by jury of all issues raised by the Complaint which are properly triable to a jury.

Dated: January 17, 2023

KARISH & BJORGUM, PC



By: _____
A. Eric Bjorgum
Attorneys for Plaintiff MG PREMIUM LTD.

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