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6 Attorneys for Plaintiffs

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UNITED STATES DISTRICT COURT

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CENTRAL DISTRICT OF CALIFORNIA

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11 DISNEY ENTERPRISES INC., a  
Delaware corporation; UNIVERSAL  
12 CITY STUDIOS PRODUCTIONS  
LLLP, a Delaware limited liability  
13 limited partnership,

14 Plaintiffs,

15 v.

16 66STAGE.COM, a business entity of  
unknown form; and NASRI FAICAL,  
17 an individual, d/b/a 66STAGE.COM,

18 Defendants.

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CASE NO. CV 08-08482 RGK (FFMx)

The Honorable R. Gary Klausner

**APPLICATION AND  
DECLARATION FOR RENEWAL  
OF MONEY JUDGMENT BY THE  
CLERK**

*([PROPOSED] RENEWAL OF  
JUDGMENT AND [PROPOSED]  
CLERK'S NOTICE OF RENEWAL OF  
JUDGMENT CONCURRENTLY FILED  
HEREWITH)*

1 Pursuant to Rule 69 of the Federal Rules of Civil Procedure, and California  
2 Code of Civil Procedure Section 683.110 et. seq., Judgment Creditors Disney  
3 Enterprises, Inc. and Universal City Studios Productions LLLP hereby apply, by  
4 and through their attorneys of record, for renewal of the money judgment  
5 originally entered August 5, 2010, in Case No. CV 08-08482 RGK (FFMx), as  
6 follows:

7 1. Applicants (name and address)

8 Disney Enterprises, Inc. and Universal City Studios Productions LLLP  
9 c/o Robert H. Rotstein and Emily F. Evitt  
10 MITCHELL SILBERBERG & KNUPP LLP  
11 2049 Century Park East, 18<sup>th</sup> Floor  
12 Los Angeles, CA 90067

13 2. Judgment debtors (names and last known addresses):

14 Nasri Faical and 66stage.com  
15 c/o David A. Makman  
16 Kirin Law Group P.C.  
17 90 New Montgomery Street, Suite 600  
18 San Francisco, CA 94105  
19 Tel.: 415-707-5005

20 3. Original Judgment:

21 Case No.: CV 08-08482 RGK (FFMx)

22 Entered On: August 5, 2010

23 The Judgment has not been recorded in any county.

24 A copy of the original judgment is attached hereto as **Exhibit 1**.

25 4. Prior Renewals:

26 None.

27  
28 <sup>1</sup> Judgment Creditor seeks no change to the non-monetary provisions of the  
Judgment which have not been satisfied or complied with by the Judgment Debtor.

1 5. Renewal of the Money Judgment:  
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<u>Description</u>	<u>Amount</u>
Original Total Judgment:	\$500,000.00
Costs after Judgment:	\$0.00
Credits:	\$0.00
Interest after judgment:	\$0.00
Fee for filing application for renewal:	\$0.00
<b>Total Requested Renewed Judgment:</b>	<b>\$500,000.00</b>

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Filed herewith is a [Proposed] Renewal of Judgment by Clerk, and a [Proposed] Clerk’s Notice of Renewal of Judgment.

DATED: AUGUST 3, 2020

ROBERT H. ROTSTEIN  
 EMILY F. EVITT  
 MITCHELL SILBERBERG & KNUPP LLP

By: /s/ Robert H. Rotstein  
 Robert H. Rotstein  
 Emily F. Evitt  
 Attorneys for Plaintiffs

**DECLARATION OF ROBERT H. ROTSTEIN**

I, ROBERT H. ROTSTEIN, hereby declare and state as follows:

1. I am an attorney duly licensed to practice law in the State of California and before this Court. I am, through my Professional Corporation, a partner in the law firm of Mitchell Silberberg & Knupp LLP, counsel for Plaintiffs/Judgment Creditors Disney Enterprises, Inc. and Universal City Studios Productions LLLP (collectively, “Plaintiffs”) in this action. I have personal knowledge of the following facts and, if called and sworn as a witness, could and would testify competently thereto.

2. Federal Rule of Civil Procedure 69(a) provides that the procedures governing the enforcement period of a judgment awarded by a United States District Court are those of the state in which the District Court is located. Under California law, a money judgment is enforceable for ten years from the date it was entered. Cal. Code Civ. Proc. § 683.020. A judgment creditor may renew a judgment by filing an application for renewal of the judgment with the court in which the judgment was entered. Cal. Code Civ. Proc. § 683.120(a). For judgments that have not previously been renewed, an application to renew may be filed any time prior to expiration of the ten-year enforcement period. Cal. Code Civ. Proc. § 683.130(a). Compliance with California’s statutory renewal procedure automatically extends the period of enforceability of the judgment for a period of 10 years from the date the application is filed. Cal. Code Civ. Proc. § 683.120(b), 683.150(a); *Jonathan Neil & Assocs., Inc. v. Jones*, 138 Cal. App. 4th 1481, 1488-1489 (2006).

3. On August 5, 2010, the United States District Court for the Central District of California entered a money judgment in the above-captioned action (hereinafter the “Judgment”). A true and correct copy of the Judgment is attached hereto as Exhibit 1.

1           4.     The Judgment awarded \$500,000.00 against Nasri Faical and  
2 66stage.com (hereinafter, collectively, “Defendants”).

3           5.     Plaintiffs Disney Enterprises, Inc. and Universal City Studios  
4 Productions LLLP may be contacted through its counsel of record, Robert H.  
5 Rotstein and Emily F. Evitt; MITCHELL SILBERBERG & KNUPP LLP, 2049  
6 Century Park East 18th Floor, Los Angeles, CA 90067.

7           6.     The last known addresses of Defendants Nasri Faical and 66stage.com  
8 are as follows:

9  
10                   Nasri Faical and 66stage.com  
11                   c/o David A. Makman  
12                   Kirin Law Group P.C.  
13                   90 New Montgomery Street, Suite 600  
14                   San Francisco, CA 94105  
15                   Tel.: 415-707-5005

16           7.     The Judgment has not been previously renewed.

17           8.     Accordingly, the total amount due to Defendants under the renewed  
18 judgment is \$500,000.00.

19           9.     There have been no payments received from any of the Defendants  
20 towards the Judgment, through the judgment enforcement process or otherwise.

21           10.    Based on the foregoing, the breakdown of the total renewed judgment  
22 against Nasri Faical and 66stage.com is as follows:

<u>Description</u>	<u>Amount</u>
Original Total Judgment:	\$500,000.00
Costs after Judgment:	\$0.00
Credits:	\$0.00
Interest after judgment:	\$0.00
Fee for filing application for renewal:	\$0.00
<b>Total Requested Renewed Judgment:</b>	<b>\$500,000.00</b>

1 11. Pursuant to the foregoing authorities and facts presented in its  
2 Application for Renewal of Judgment, Plaintiffs respectfully request that the Clerk  
3 of the United States District Court for the Central District of California renew the  
4 Judgment (attached hereto as Exhibit 1) as of the date of this Application.

5 I declare under penalty of perjury under the laws of the United States that  
6 the foregoing is true and correct.

7 Executed August 3, 2020, at Los Angeles, California.

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/s/ Robert H. Rotstein  
Robert H. Rotstein

# **EXHIBIT 1**

1 ROBERT H. ROTSTEIN (SBN 72452)  
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 2 WADE B. GENTZ (SBN 249793)  
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 7 Attorneys for Plaintiffs

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 10 UNITED STATES DISTRICT COURT  
 11 CENTRAL DISTRICT OF CALIFORNIA  
 12

13 DISNEY ENTERPRISES, INC., a  
 Delaware corporation; UNIVERSAL  
 14 CITY STUDIOS PRODUCTIONS  
 LLLP, a Delaware limited liability  
 15 limited partnership,

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17 v.

18 66STAGE.COM, a business entity of  
 unknown form; and NASRI FAICAL, an  
 19 individual, d/b/a 66STAGE.COM,

20 Defendants.  
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CASE NO. CV 08-08482 RGK (FFMx)

The Honorable R. Gary Klausner

~~PROPOSED~~ CONSENT  
 JUDGMENT



1 Plaintiffs Disney Enterprises, Inc. and Universal City Studios Productions  
2 LLLP (“Plaintiffs”) and Defendants Nasri Faical and 66stage.com (“Defendants”)  
3 having entered into a Stipulation for Entry of Judgment and the Court having  
4 entered an Order thereon,

5  
6 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

7 1. Defendants have engaged in contributory copyright infringement by  
8 actively searching for, identifying, collecting, posting, organizing, indexing, and  
9 posting on the website www.66stage.com (“66stage”) links to infringing material  
10 which has been posted on third-party websites.

11 2. Defendants are liable for damages to Plaintiffs in the amount of Five  
12 Hundred Thousand Dollars (\$500,000).

13 3. Defendants and their agents, servants, employees, representatives,  
14 assigns, licensees, transferees, and all those acting in concert with Defendants, at  
15 their direction or within their control (collectively, “Defendants”), shall, whether in  
16 the United States or any other country:

17 A. immediately and permanently cease and desist from operating  
18 66stage, except as otherwise provided for in Paragraph 5;

19 B. immediately and permanently cease and desist from operating any  
20 website that is substantially similar to 66stage; and

21 C. immediately and permanently cease and desist from (i) directly,  
22 indirectly, contributorily, or vicariously infringing in any manner, or (ii)  
23 enabling, facilitating, permitting, assisting, soliciting, encouraging,  
24 inducing, or persuading anyone to infringe in any matter, any copyright in  
25 any motion picture, television program, or other copyrighted work (or  
26 portions thereof), whether now in existence or later created, in which any  
27 Plaintiff (including its parents, subsidiaries, or affiliates) owns or controls  
28 an exclusive right under Section 106 of the United States Copyright Act (17

1 U.S.C. § 106) or the copyright laws of Japan or any other country or  
2 territory, or any exclusive license thereto (the “Copyrighted Works”),  
3 including, but not limited to, engaging in any of the following without  
4 express written authority or license from the appropriate Plaintiff:

- 5 1. copying, reproducing, downloading, distributing, uploading, or  
6 linking to, any of the Copyrighted Works;
- 7 2. transmitting, streaming, performing in public, or communicating  
8 to the public by telecommunication, any of the Copyrighted  
9 Works;
- 10 3. enabling, facilitating, permitting, assisting, soliciting,  
11 encouraging, inducing, or persuading any person or entity to  
12 copy, reproduce, download, distribute, upload, link to, transmit,  
13 stream, perform in public, or communicate to the public by  
14 telecommunication or publicly perform any of the Copyrighted  
15 Works;
- 16 4. profiting or benefiting from the unauthorized copying,  
17 reproduction, downloading, distribution, uploading, linking to,  
18 transmission, or public performance of any of the Copyrighted  
19 Works while declining to exercise a right to stop or limit such  
20 unauthorized copying, reproduction, downloading, distribution,  
21 uploading, linking to, transmission, or streaming, performing in  
22 public, or communicating to the public by telecommunication  
23 any of the Copyrighted Works; and/or
- 24 5. Participating in any affiliate marketing, advertising program, or  
25 any similar program designed to drive or refer user traffic to,  
26 including but not limited to acting as an advertising broker for,  
27 any Internet website that enables, facilitates, permits, assists,  
28 solicits, encourages, abets, promotes, profits from, or induces

1 the copying, reproduction, downloading, distributing,  
2 uploading, linking to, transmitting, or public performance of  
3 any of the Copyrighted Works.

4 D. if necessary, shall cease to operate or assist in the operation of, and  
5 will not profit or benefit from, any website known or suspected by  
6 Defendants to be engaging in authorizing, inducing, encouraging, aiding or  
7 abetting, or materially contributing to infringement of any of the  
8 Copyrighted Works;

9 E. shall not operate or, provide links to, assist or participate in any way  
10 in the operation of, or in any way profit or benefit from, any website that  
11 enables, facilitates, permits, assists, solicits, encourages, or induces the  
12 copying, reproduction, downloading, distributing, uploading, linking to,  
13 transmitting, streaming, performing in public, or communicating to the  
14 public by telecommunication any of the Copyrighted Works, unless and  
15 until Defendants have obtained all necessary prior written authority or  
16 license for such Copyrighted Works from the appropriate Plaintiff.

17 4. This injunction shall not apply to any Copyrighted Works for which  
18 Defendants have obtained an appropriate written license from the Plaintiff that  
19 owns or controls the rights to such work.

20 5. Defendants shall destroy any digital files representing any  
21 Copyrighted Works that are currently in their possession, custody, or control,  
22 except for Copyrighted Works for which Defendants have obtained an appropriate  
23 written license from the Plaintiff that owns or controls the rights to such work, to  
24 the extent such license remains in force and valid. Defendants have provided  
25 Plaintiffs with a sworn statement certifying their compliance with this provision.

26 6. Absent the prior written consent of Plaintiffs or their designee,  
27 Defendants shall not publicly release, distribute, sell, transfer or give away, for  
28 consideration or otherwise, any software, source code, object code, technology,

1 domain name(s), trademark(s), brand(s), goodwill or any other property of any  
2 kind, in whole or in part, which is in any way related to <http://www.66stage.com>,  
3 including without limitation, by posting such materials on an Internet web page or  
4 by offering such materials over any peer-to-peer or file-trading network or any  
5 other medium.

6 7. Defendants irrevocably and fully waive notice of entry of the Consent  
7 Judgment and notice and service of the entered Consent Judgment and understand,  
8 confirm, and agree that violation of the Consent Judgment will expose Defendants  
9 to all penalties provided by law, including contempt of Court.

10 8. Defendants irrevocably and fully waive any and all rights to appeal  
11 the Consent Judgment, to have it vacated or set aside, to seek or obtain a new trial  
12 thereon, or otherwise to attack in any way, directly or collaterally, its validity or  
13 enforceability.

14 9. Defendants hereby consent to the issuance of an order or judgment by  
15 any other court in Japan, Morocco, or any other country, territory, state, province  
16 or jurisdiction, recognizing and enforcing the Consent Judgment issued by this  
17 Court in the same manner as a judgment or order of any court with competent  
18 jurisdiction to enforce the Consent Judgment.


19 10. Nothing contained in the Consent Judgment shall limit the right of  
20 Plaintiffs to seek relief, including without limitation, damages, for any and all  
21 infringements by Defendants of the Copyrighted Works occurring after the date  
22 Defendants execute the Stipulation for Entry of Judgment.

23 11. This Consent Judgment shall be deemed to have been served upon  
24 Defendants at the time of its execution by the Court.

25 12. The Court finds there is no just reason for delay in entering this  
26 Consent Judgment and, pursuant to Federal Rule of Civil Procedure 54(a), the  
27 Court directs immediate entry of this Consent Judgment against Defendants.

1 13. The Court shall retain jurisdiction of this action to entertain such  
2 further proceedings and to enter such further orders as may be necessary or  
3  
4 appropriate to implement and enforce the provisions of this Consent Judgment.  
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7 Dated: 08.05, 2010

  
The Honorable R. Gary Klausner  
United States District Judge

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12 Submitted by:  
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14 DATED: August 3, 2010

ROBERT H. ROTSTEIN  
WADE B. GENTZ  
EMILY F. EVITT  
MITCHELL SILBERBERG & KNUPP LLP

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16 By: /s/ Wade B. Gentz  
17 Wade B. Gentz  
18 Attorneys for Plaintiffs  
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