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UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

Wavve Americas, Inc., a Delaware
corporation,

Plaintiff,

vs.

Unknown Registrant Of dramacool.ba;
Asian C, an individual;
Tommy USA, an individual;
Watch Asia, an individual;
Dorothy Bradshaw, an individual;
Najeeb Ullah Mirani, an individual;
Baidar Bakht, an individual; and
Minh Van Ngoc Mym, an individual,

Defendants.

Case No. 2:24-cv-02667-PHX-KML

**PLAINTIFF’S MOTION FOR
ENTRY OF DEFAULT JUDGMENT
AND PERMANENT INJUNCTION
AGAINST ALL DEFENDANTS**

I. INTRODUCTION

Pursuant to Federal Rule of Civil Procedure 55(b)(2), Plaintiff wavve Americas, Inc. (“wA” or “Plaintiff”) respectfully requests the Court enter final default judgment against Defendants Registrant of <dramacool.ba>, Asian C., Tommy USA, Watch Asia, Dorothy Bradshaw, Najeeb Ullah Mirani, and Baidar Bakht (collectively, “Defendants”)¹ for failure

¹ The Court dismissed the claims against Defendant Minh Van Ngoc Mym without prejudice on August 18, 2025. (Dkt. 50).



1 to appear or otherwise respond to wA's First Amended Complaint (Dkt. 42, "FAC") within
2 the time prescribed by the Federal Rules of Civil Procedure.

3 Plaintiff brought this case in response to Defendants' unlawful distribution of
4 numerous Korea-originating television programming and feature films via their respective
5 domain names in violation of wA's exclusively licensed rights to do so. Presently, the
6 domain names that are the subject of this action are <dramanice.la>, <runasian.net>,
7 <watchasia.to>, <asianc.sh>, <asianwiki.co>, <dramacool.bg>, <dramacool.com.tr>,
8 <dramacool.com.so>, <dramacool.com.vc>, <dramacool9.co>, <dramacool.tr>,
9 <dramacool.co.ba>, <dramacool.ba>, <dramacool.sr>, <dramacooltv.cz>, and
10 <dramacooli.cz> (the "Subject Domains").

11 Despite numerous attempts to contact Defendants and their being properly served
12 with the FAC and Summons, each Defendant has failed to make an appearance in this case,
13 respond to the FAC, or otherwise contact Plaintiff. (*See* Dkts. 51–56). The Clerk entered
14 default against Defendants pursuant to Federal Rule of Civil Procedure 55(a) on
15 September 15, 2025. (Dkt. 58). Plaintiff now seeks entry of default judgment against
16 Defendants pursuant to Federal Rule of Civil Procedure 55(b)(2), and the issuance of a
17 permanent injunction against Defendants pursuant to 17 U.S.C. § 502.

18 **II. STATEMENT OF FACTS**

19 **A. wA's KOCOWA® Service and Exclusive Rights in Copyrighted Works**

20 wA is the leading distributor of Korea-originating television programming and
21 feature films in the United States, which it streams to viewers through its popular
22 KOCOWA® service. (Dkt. 42, ¶¶ 35, 36). wA licenses media content from, *inter alia*, the
23 three largest broadcast networks in Korea—Korean Broadcasting System (KBS), Seoul
24 Broadcasting System (SBS), and Munhwa Broadcasting Corporation (MBC).²
25 (*Id.* at ¶¶ 37–39). wA is currently the exclusive licensee of the United States distribution
26 rights to over 1,300 different programs owned by, *inter alia*, KBS, SBS, and MBC

27 _____
28 ² wA is a joint partnership between Content Wavve, SK Telecom, KBS, MBC, and SBS. (*See*
<https://corp.kocowa.com/who-is-wa/>; Dkt. 42, ¶ 34).



(the “copyrighted Works”), which it distributes (*i.e.*, streams) via its KOCOWA® service. (*Id.*). The copyrighted Works are first published in Korea and are later made available on wA’s KOCOWA® service for viewing in the United States. (*Id.* at ¶ 36). wA generates revenue by a combination of placing ads in free video streams and by charging users a recurring subscription fee for ad-free video streams. (*Id.* at ¶ 39).

B. Defendants’ Infringement of the Copyrighted Works

The various actors in this piracy ring include the following Defendants and Subject Domains:

Defendant	Related Subject Domain
Asian C.	registrant of <asianc.sh>
Tommy USA	registrant of <dramanice.la>, <runasian.net>, and <asianwiki.co>
Watch Asia	registrant of <watchasia.to>
Najeeb Ullah Mirani	registrant of <dramacool.com.so>, <dramacool.co.ba>, <dramacool.bg>, <dramacool.tr> and <dramacool.sr>;
Dorothy Bradshaw	registrant of <dramacool9.co>;
Baidar Bakht	registrant of <dramacool.com.tr>, <dramacool.com.vc>, <dramacooltv.cz>, and <dramacooli.cz>



Unknown

registrant of <dramacool.ba>

As described in detail within the operative Complaint, Defendants have been distributing unauthorized copies of works exclusively licensed to wA, without authorization, via their respective Subject Domains. (Dkt. 42, ¶¶ 40–43, 59–62).

Exhibit I to the FAC lists only some examples of Korea-originating television shows exclusively licensed to wA for distribution in the United States that are available, without permission, on each of the Subject Domains. (Dkt 42. ¶ 59, Exs. I-1–14). A complete list of programs owned exclusively licensed to wA for distribution in the United States as of July 30, 2024, is attached as Exhibit F to the FAC.

In response to the Temporary Restraining Order granted by this Court on November 4, 2024 (Dkt. 15, pp. 9–10) and on November 8, 2024 (Dkt. 17, p. 3 [against <asianwiki.co>]),³ the Subject Domains of <dramanice.la>, <runasian.net>, <watchasia.to>, <asianc.sh>, <asianwiki.co>, were disabled by their registrar of record, Namecheap, Inc. (“Namecheap”) (but not before the registrants thereof attempted to move the infringing content available at <asianc.sh> to <asianc.co>, which is presently inactive). (*See generally* Dkts. 20, 21).

Additionally, some of the other Subject Domains, including those operated by Defendant Mirani, Defendant Bakht, and the Defendant registrant of <dramacool.ba>, continue to remain operational, and, in some cases, Defendants have even moved and/or expanded their infringement operations to new domains. (Dkt. 42, p. 3, fn. 2). For example, wA discovered that Defendant Mirani further operates <dramacool.sr>, and offers infringing content via this domain name. (*Id.*). Similarly, Defendant Bakht further operates <dramacooltv.cz> and <dramacooli.cz> and offers infringing content via these domain names, with access to <dramacool.com.vc> and <Fdramacooli.cz>, as of the filing of this

³ The Court converted the Temporary Restraining Order (Dkts. 15, 17) to a Preliminary Injunction on March 17, 2025 (Dkt. 31).



1 Motion, being redirected to <dramacooltv.cz>. (*Id.*).

2 Based on the extent of Defendants' infringing activities, it is likely that each of the
3 Defendants may attempt to further unlawfully distribute infringing content through their
4 respective Subject Domains, and additional domain names.

5 **C. Defendants' Default**

6 On March 27, 2025, wA filed its First Amended Complaint (Dkt. 42) against
7 Defendants, in which Plaintiff sought judgment in its favor on its claims; injunctive relief;
8 and attorneys' fees. (Dkt. 42, pp. 26, 27).

9 On August 8, 2025, wA filed its *Renewed* Motion for Alternative Service (Dkt. 49),
10 seeking an Order allowing it to serve each of Defendants Baidar Bakht and the Registrant
11 of <dramacool.ba> via their respective email addresses, which the Court granted on August
12 19, 2025 (Dkt. 50).

13 In its Aug. 19th Order, the Court directed Plaintiff to "serve Baidar Bakht and the
14 unknown registrant of dramacool.ba with the First Amended Complaint via their respective
15 email addresses," and also "serve via email the First Amended Complaint on all the other
16 defendants." (Dkt. 50, p. 2). Accordingly, each of the Defendants were served with copies
17 of the Summons and FAC (Dkt. 42) via their respective email addresses, and a copy of the
18 respective proofs of Service was filed with the Court on August 28, 2025. (*See* Dkts. 51–
19 56).

20 Despite proper service by wA, none of the Defendants have made any appearance in
21 this case nor have filed any responsive pleadings, and wA has not received a response from
22 any of the Defendants. Accordingly, upon wA's request, the Clerk entered Default against
23 Defendant on September 15, 2025. (Dkt. 58).

24 **III. ARGUMENT**

25 Because the Clerk of the Court has entered default against each Defendant under
26 Federal Rule of Civil Procedure 55(a), Plaintiff may now move the Court for entry of default
27 judgment pursuant to Federal Rule of Civil Procedure 55(b)(2). *Million v. Pindernation*
28 *Holdings LLC*, No. CV-23- 00072-PHX-MTL, 2023 WL 2813684 at *4 (D. Az. April 5,



2023) (citing *Aldabe v. Aldabe*, 616 F.2d 1089, 1092 (9th Cir. 1980)).

Further. “[u]pon entry of default, the factual allegations in a complaint, except those relating to damages, are deemed admitted.” *Atlatl Group LLC v. Unknown Parties*, No. CV-20-01199-PHX-DJH, 2023 WL 2596100 at *1 (D. Az. March 21, 2023) (citing *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917–18 (9th Cir. 1987)).

Based on the well-pleaded allegations of the FAC, default judgment is appropriate here because (1) the Court has jurisdiction to issue the requested relief; (2) jurisdiction and venue are proper, (3) each of the Defendants was properly served; and (4) Plaintiff has demonstrated entitlement to judgment in its favor for Defendants’ copyright infringement under 17 U.S.C. § 501.

A. The Court Has Jurisdiction

“Before assessing the merits of a plaintiff’s motion for default judgment, the Court must confirm that it has subject-matter jurisdiction over the case and personal jurisdiction over the defendant.” *Atlatl Group*, 2023 WL 2596100 at *1 (citing *In re Tuli*, 172 F.3d 707, 712 (9th Cir. 1999)). This prevents the Court from “entering a default judgment that can later be successfully attacked as void.” *Sennheiser Electronic Corp. v. Evstigneeva*, Case No. CV 11-7884 GAF (FFMx), 2012 WL 13012384 at *2 (C.D. Cal. Sept. 27, 2012) (quoting *In re Tuli*, 172 F.3d at 712) (internal quotations omitted)).

Here, the Court has jurisdiction over the subject matter of this lawsuit pursuant to, at least, 28 U.S.C. §§ 1331 and 1338(a). (Dkt. 42, ¶ 2). Further, each of Defendants Asian C., Tommy USA, and Watch Asia consented to subject matter and personal jurisdiction in the state of Arizona by registering their respective Subject Domains with Namecheap, and on account of their distribution of infringing content within the state of Arizona. (*Id.* at ¶¶ 3–5). In relevant part, the Namecheap Registration Agreement requires that:

[F]or the adjudication of third party disputes (i.e., disputes between you and another party, not us) concerning or arising from use of domain names registered hereunder, **you shall submit without objection, without prejudice to other**



1 **potentially applicable jurisdictions, to the subject matter**
 2 **and personal jurisdiction of the courts ... (ii) where we are**
 3 located, currently those **State or federal courts whose**
 4 **geographic districts include Maricopa County, State of**
 5 **Arizona.**

6 (*Id.*) (**emphasis added**).

7 Thus, in agreeing to Namecheap's Registration Agreement to register the domain
 8 names at issue, these Defendants consented to jurisdiction in this Court "through a forum
 9 selection clause in a contract." *S.E.C. v. Ross*, 504 F.3d 1130, 1149 (9th Cir. 2007)
 10 (providing that "parties may consent to jurisdiction through a forum selection clause in a
 11 contract").

12 Similarly, the Court has specific jurisdiction over Defendant Dorothy Bradshaw, the
 13 registrant of because they have registered this Domain Name with NameSilo, LLC
 14 ("NameSilo"), which also requires its registrants to consent to personal jurisdiction in this
 15 State, where NameSilo is located. (Dkt. 42, ¶¶ 5, 6). In relevant part, the NameSilo Terms
 16 and Conditions require that:

17 [F]or *the adjudication of third party disputes (i.e.,*
 18 *disputes between you and another party*, not us) concerning or
 19 arising from use of domain names registered hereunder, you
 20 shall submit without objection, without prejudice to other
 21 potentially applicable jurisdictions, to the subject matter and
 22 personal jurisdiction of the courts (i) of the domicile of the
 23 registrant as it appears in the public WHOIS record for the
 24 domain name(s) in controversy, *and (ii) where we are located.*

25 (*Id.*) (**emphasis added**).

26 Alternatively, if the Court finds that any Defendant has not consented to jurisdiction
 27 in this Court or that the requirements for specific personal jurisdiction are otherwise unmet,
 28 this Court has general personal jurisdiction over Defendants under at least Fed. R. Civ. P.



1 4(k)(2) because Plaintiff's claims arise under federal copyright law, and because the Subject
 2 Domains and the infringing content thereon are accessible to users in the United States, any
 3 such Defendant would not be subject to jurisdiction in any one state's courts of general
 4 jurisdiction, and the exercise of jurisdiction over any such Defendant would comport with
 5 due process. (Dkt. 42, ¶ 9).

6 Venue is also appropriate in this district under 28 U.S.C. § 1391, at least because the
 7 claim asserted arises out of wrongful acts that occurred and are occurring within this judicial
 8 district. (Dkt. 42, ¶ 10).

9 Accordingly, this Court has subject matter and personal jurisdiction over each
 10 Defendant, and venue is proper in this Court.

11 **A. The *Eitel* Factors Strongly Favor Default Judgment**

12 “Entry of default judgment is within a court's discretion.” *Atlant Group*, 2023 WL
 13 2596100 at *1 (citing *Aldabe v. Aldabe*, 616 F.2d 1089, 1092 (9th Cir. 1980)). In
 14 determining whether to grant a request for default judgment, the Ninth Circuit has
 15 enumerated seven factors, the so-called *Eitel* factors, to be weighed. *See Eitel v. McCool*,
 16 782 F.2d 1470, 1471–72 (9th Cir. 1986). The *Eitel* factors are:

- 17 (1) the possibility of prejudice to the plaintiff;
- 18 (2) the merits of plaintiff's substantive claim;
- 19 (3) the sufficiency of the complaint;
- 20 (4) the sum of money at stake in the action;
- 21 (5) the possibility of a dispute concerning material facts;
- 22 (6) whether the default was due to excusable neglect; and
- 23 (7) the strong policy underlying the Federal Rules of Civil Procedure favoring
 24 decisions on the merits.

25 *Id.*

26 When considering the *Eitel* factors, “the Court accepts as true the complaint's well-
 27 pled factual allegations.” *Fornix Holdings LLC v. Unknown Party*, No. CV-22-00494-
 28 PHX-DLR, 2023 WL 6295014 at *1 (D. Az. Sept. 27, 2023) (citing *Geddes v. United Fin.*



Grp., 559 F.2d 557, 560 (9th Cir. 1977)). Nevertheless, while weighing the relevant factors, the Court “is not required to make detailed findings of fact.” *Id.* (quoting *Fair Housing of Marin v. Combs*, 285 F.3d 899, 906 (9th Cir. 2002) (internal quotations omitted)).

Here, all of the *Eitel* factors weigh strongly in favor of this Court granting default judgment.

1. The First, Fifth, Sixth, and Seventh *Eitel* Factors Favor Default

“In cases like this one, in which [a defendant has] not participated in the litigation at all, the first, fifth, sixth, and seventh [*Eitel*] factors are easily addressed.” *Fornix Holdings*, 2023 WL 4488976 at *1 (quoting *Zekelman Indus. Inc. v. Marker*, No. CV-19-02109-PHX-DWL, 2020 WL 1495210 at *3 (D. Az. Mar. 27, 2020)) (alternations in original).

As to the first factor, wA will be prejudiced if a default judgment is not entered because, absent a judgment, it will be left without recourse against Defendants, who will continue to infringe wA’s intellectual property rights via the Subject Domains. *Fornix Holdings*, 2023 WL 4488976 at *1 (citing *PepsiCo, Inc. v. Cal. Sec. Cans.*, 238 F. Supp. 2d 1172, 1177 (C.D. Cal. 2002)).

As to the fifth and sixth *Eitel* factors, there is virtually no possibility of a dispute as to material facts or of excusable neglect for the default in this case, at least because Defendants have admitted to the factual allegations of the FAC by their failure to appear, establishing that Defendants engaged in the acts alleged, and because Defendants continue to remain non-responsive and have failed to retain any counsel despite having been properly served. *Fornix Holdings*, 2023 WL 4488976 at *2; *Million v. Pindernation Holdings LLC*, No. CV-23-00072-PHX-MTL, 2023 WL 2813684 at *3 (D. Az. Apr. 6, 2023) (“Where a defendant is served properly, it is unlikely that their failure to answer is a result of excusable neglect.”). As such, there is no dispute as to material facts, and no evidence that Defendants’ defaults are due to excusable neglect.

The seventh factor “generally weighs against default judgment” because “cases should be decided on their merits whenever reasonably possible.” *Fornix Holdings*, 2023 WL 4488976 at *2 (quoting *Eitel*, 782 F.2d at 1472). Nevertheless, the Federal Rules



1 authorize default judgments, “indicat[ing] that this preference, standing alone, is not
 2 dispositive.” *PepsiCo*, 238 F. Supp. 2d at 1177. Indeed, “Defendant’s failure to defend this
 3 matter ... makes a decision on the merits impossible.” *Atlant Group*, 2023 WL 2596100 at
 4 *4 (citing *Dr. JKL Ltd. v. HPC IT Educ. Ctr.*, 749 F. Supp. 2d 1038, 1051 (N.D. Cal. 2010)).
 5 Thus, the seventh factor also weighs in favor of default judgment.

6 Accordingly, the Fifth, Sixth, and Seventh *Eitel* Factors favor entering a default
 7 judgment in favor of wA.

8 **1. The Fourth *Eitel* Factor**

9 For reasons similar to those as described above, the fourth *Eitel* factor also favors
 10 default judgment. The Copyright Act allows statutory damages per infringed work of not
 11 less than \$750 or more than \$30,000 as the court considers just, and where an infringement
 12 is willful, a court has discretion to increase the award of statutory damages to \$150,000 per
 13 infringement. 17 U.S.C. § 504(c).

14 Here, Defendants have profited by generating revenue from hosting online
 15 advertisements, profits that would otherwise have been directed to wA. wA has also
 16 dedicated substantial resources to identifying, locating, and serving Defendants. Moreover,
 17 because wA does not seek any monetary damages and only seeks injunctive relief, the fourth
 18 *Eitel* factor favors default judgement. *See Diners Club Int’l Ltd. v.*
 19 *Privatedinersclubportal.co.uk*, No. CV-24-01559-PHX-SPL, 2025 U.S. Dist. LEXIS
 20 32168, at *9 (D. Ariz. Feb. 21, 2025).

21 **2. The Second and Third *Eitel* Factors**

22 The remaining *Eitel* factors are often analyzed together and favor a default judgment
 23 where the complaint sufficiently states a claim for relief, as is the case here. *Cotton v.*
 24 *Zitterman Bosh & Assoc.*, No. 11-cv-2024-PHX-DGC, 2012 WL 3289921, at *1 (D. Ariz.
 25 Aug. 13, 2012) (citing *Danning v. Lavine*, 572 F.2d 1386, 1388-89 (9th Cir. 1978)).

26 Here, wA has stated a proper claim for copyright infringement against each of the
 27 Defendants, and a proper claim for contributory copyright infringement against Defendant
 28 Tommy USA. Indeed, in considering wA’s arguments in its Motion for a TRO (Dkt. 8),



the Court noted that wA “is likely succeed on the merits of its direct copyright infringement claim” and has provided “facts [that] are sufficient to show a high likelihood of success on the direct infringement claim” (Dkt. 15, pp. 5–6). Further, in considering wA’s arguments in its *Renewed* Motion for a TRO (Dkt. 16), the Court noted that wA met the first and second requirements to prove its contributory copyright infringement claim against Defendant Tommy USA. (Dkt. 17, p. 2).

a) **Count I: Copyright Infringement by All Defendants**
Pursuant to 17 U.S.C. § 501

“To present a prima facie case of direct copyright infringement, a plaintiff must demonstrate: (1) ownership of the copyright at issue; (2) a violation of an exclusive right set forth in copyright, and (3) causation by the defendant; a plaintiff need not prove damages.” *Fornix Holdings*, 2023 WL 4031961 at *2 (citing *Bell v. Wilmott Storage Servs., LLC*, 12 F.4th 1065, 1080 (9th Cir. 2021)). Further, when a right under a copyright has been exclusively licensed, “only the exclusive licensee and not the original owner can sue for infringement of those rights.” *Righthaven LLC v. Hoehn*, 716 F.3d 1166, 1170 (9th Cir. 2013).

Here, the copyrighted Works at issue in this case are offered through wA’s KOCOWA® service, and include works that are owned, *inter alia*, by the three largest Korean broadcast networks—KBS, MBC, and SBS. (Dkt. 42, ¶¶ 35–39). Indeed, wA licenses media content from each of KBS, MBC and SBS, and is the exclusive licensee of the United States distribution rights to over 1,100 different programs, which it distributes via its KOCOWA® service. (*Id.*).

Further, Defendants infringe upon Plaintiff’s exclusive rights in several of the copyrighted Works by doing exactly what Plaintiff does through its KOCOWA® service, albeit without authorization. (Dkt. 42, ¶¶ 40–43, 59–62). That is, Defendants distribute (i.e., stream) unauthorized copies of the copyrighted Works over the Internet to viewers in the United States via their respective Subject Domains. (*Id.*).

While Plaintiff’s rights in the copyrighted Works are undisputed, for completeness,



relevant facets of the copyrighted Works, and Plaintiff's ownership of certain rights thereunder, are discussed below.

(1) **The Copyrighted Works Need Not Be Registered**

Although United States works must be registered with the U.S. Copyright Office before an infringement action can commence, “the Berne Convention Implementation Act, 17 U.S.C. §§ 101, et seq., ‘allows owners of unregistered foreign copyrights from Berne Convention signatory nations to bring claims of copyright infringement in United States courts.’” *Liaigre, Inc. v. Cal. Furniture Collection, Inc.*, No. SA CV19-01160 JAK (KESx), 2022 WL 18278600 at *7 (C.D. Cal. Oct. 6, 2022) (quoting *MPD Accessories B.V. v. Urban Outfitters*, No. 12 CIV. 6501 (LTS)(KNF), 2014 WL 2440683 at *5 (S.D.N.Y. May 30, 2014)).

Here, each of the copyrighted Works is broadcast and publicly displayed in Korea by the respective copyright owner before it is distributed in the United States. (Dkt. 42, ¶ 36). Further, Korea has been a party to the Berne Convention since August 21, 1996. (*Id.* at ¶ 83). As such, the copyrighted Works are not United States works and are not subject to the registration requirements of 17 U.S.C. § 411(a). *See Crunchyroll, Inc. v. Pledge*, Case No. C 11-2334 SBA, 2014 WL 1347492 at *16 (N.D. Cal. Mar. 31, 2014) (television episodes first broadcast in Japan were not “United States work” and need not be registered).

(2) **wA Has Standing**

“[T]o have standing to bring a copyright infringement claim, ‘the plaintiff must have a legal or beneficial interest in at least one of the exclusive rights described in § 106,’ and ‘the infringement must be committed while he or she is the owner of the particular exclusive right allegedly infringed.’” *Crunchyroll*, 2014 WL 1347492 at *13 (quoting *Silvers v. Sony Pictures Entm’t, Inc.*, 402 F.3d 881, 885 (9th Cir. 2005) (en banc) (quoting 17 U.S.C. § 501(b)). The Copyright Act permits that the “exclusive rights may be chopped up an[d] owned separately, and each separate owner of a subdivided exclusive right may sue to enforce that owned portion of an exclusive right.” *Id.* at *14 (quoting *Silvers*, 402 F.3d at 886–87). Such a transfer in ownership must be something other than a nonexclusive license



1 and must be “in writing and signed by the owner of the rights conveyed or such owner’s
 2 duly authorized agent.” *Id.* at *14 (quoting 17 U.S.C. §204(a)). “[T]here is no requirement
 3 for any ‘magic words’” in the writing, however. *Id.* (quoting *Radio Television Espanola*
 4 *S.A. v. New World Entm’t, Ltd.*, 183 F.3d 922, 927 (9th Cir. 1999)).

5 Relevant portions of a representative sample of license agreements with KBS and
 6 SBS granting wA exclusive rights in certain ones of the copyrighted Works, including the
 7 exclusive grant of content distribution and transmission business rights in the United States,
 8 are attached as Exhibit G to the FAC. (Dkt. 42, ¶ 38; Dkt. 42-2, Ex. G-1 (license agreement
 9 between wA and KBS stating, in part, that KBS grants to wA, in the UCAN⁴ territory, the
 10 “exclusive rights to distribute, transmit and exploit the Program via streaming and/or any
 11 other means of digital distribution by means of an IP-based transmission path...”)⁵.

12 Nevertheless, even if these writings are deemed insufficiently specific, Plaintiff
 13 should not be precluded from establishing standing in this case. Plaintiff is a corporation
 14 that is owned and controlled, in part, by each of the three copyright owners—KBS, MBC,
 15 and SBS. (Dkt. 42, ¶ 34). Further, each of KBS, MBC, and SBS has at least one member
 16 on wA’s Board of Directors and expressly authorized Plaintiff to bring this suit. (Dkt. 16-3
 17 [Declaration of Jeongphil “JP” Joo], ¶ 8). Accordingly, there is no dispute between Plaintiff
 18 and the copyright owners, KBS, MBC, and SBS, as to the validity of the transfer of
 19 exclusive rights to Plaintiff.

20 The Ninth Circuit has stated that “in situations ‘in which the copyright holder appears
 21 to have no dispute with its licensee on [the issue of transfer], it would be anomalous to
 22 permit a third party infringer to invoke this provision against the licensee’.” *Crunchyroll*,
 23 2014 WL 1347492 at *14 (quoting *Radio Television Espanola*, 183 F.3d at 929) (alteration
 24 in original). Thus, even if the writings are deemed insufficient, such a finding should not
 25 preclude Plaintiff from asserting the copyright infringement claim since the copyright

26 _____
 27 ⁴ “UCAN” refers to the United States and Canada. (Dkt. 42-2, p. 7).

28 ⁵ The license agreement includes an “exception of KBS World linear TV channels including Catchup service.” (Dkt.42-2, p. 3). Linear TV refers to traditional broadcast and cable-provided programming and is different from an “IP-based transmission path,” such as the OTT services over an Internet (IP) connection used by wA’s KOCOWA® service and the Subject Domains. (*Id.*).



owners are each a stockholder of Plaintiff and expressly authorized this litigation. *See Crunchyroll*, 2014 WL 1347492 at *14 (permitting an exclusive licensee to maintain a copyright infringement claim despite a lack of any writing evidencing the purported transfer of rights).

Lastly, “[a]s a general matter, the law of the jurisdiction where an artistic work is created and first published governs issues concerning copyright ownership.” *Liaigre*, 2022 WL 18278600 at *7 (internal quotations and citations omitted). Here, Korean copyright law would govern any issue regarding copyright ownership. As at least one other court has found that an exclusive transfer of distribution rights is permitted under Korean copyright law. *See Seoul Broadcasting Sys. Int’l, Inc. v. Young Min Ro*, 784 F. Supp. 2d. 611, 616 (E.D. Va. 2011) (citing Korean Copyright Act, Articles 45–47 and 53–55) (“The Korean parent networks, in turn, then assigned to their United States affiliates, the plaintiffs in this case, all rights to distribute and rebroadcast the works in the United States. Under Korean copyright law, such transfers or assignments of copyrights are valid and fully enforceable, and plaintiffs have therefore adequately established standing to sue as a matter of law.”) (internal citations omitted). As such, the exclusive right to distribute the copyrighted Works in the United States was properly and validly transferred from the copyright owners to Plaintiff under Korean copyright law.

Thus, Plaintiff has standing to bring its copyright infringement claims against each and every one of the Defendants.

(3) **United States Copyright Law Is Applicable To Defendant’s Acts**

While “United States copyright laws do not reach acts of infringement that take place entirely abroad,” here, the infringement may begin abroad but culminates in the United States when the infringing shows are viewed by any number of individuals. Such infringement is not “wholly extraterritorial” as it is specifically directed to viewers in the United States and culminates in the United States, rendering the application of United States copyright law against Defendant proper. *See Crunchyroll*, 2014 WL 1347492 at *17 (finding acts resulting in viewing of copyrighted works by individuals in the United States



sufficient to find the infringing conduct not “wholly extraterritorial”); *Sound N Light Animatronics Co., Ltd. v. Cloud B, Inc.*, No. CV 16-05271-BRO (JPR), 2017 WL 3081685 at *7 (C.D. Cal. Apr. 7, 2017) (finding application of U.S. copyright law appropriate where the defendant’s “allegedly infringing products, although manufactured in China, reached consumers in the United States”); *Spanski Enters., Inc. v. Telewizja Polska, S.A.*, 883 F.3d 904, 915 (D.C. Cir. 2018) (holding application of U.S. copyright law proper because, *inter alia*, “Congress had good reason to allow domestic copyright holders to enforce their rights against foreign broadcasters who direct infringing performances into the United States ... [because] a statutory scheme that affords copyright holders no protection from such broadcasters would leave the door open to widespread infringement...”).

Further, each of the Defendants utilized and/or utilizes Cloudflare, Inc.’s (“Cloudflare”) North American Content Delivery Network (CDN), which specifically provides faster and more reliable viewing to individuals located in the United States. (Dkt. 42, ¶ 65); *Will Co., Ltd. v. Lee*, 47 F.4th 917, 924 (9th Cir. 2022) (finding that “by choosing to host ThisAV.com in Utah and to purchase CDN services for North America, Defendants chose to have the site load faster for viewers in the United States and slower for viewers in other places around the world ... Defendants' choice is good evidence that they were motivated to appeal to viewers in the United States more than any other geographical location.”).

b) Count II: Contributory Copyright Infringement by Defendant Tommy USA Pursuant to

A claim for contributory copyright infringement requires (1) “knowledge of a third party's infringing activity”; and (2) actions that “induce, cause, or materially contribute to the infringing conduct.” *Perfect 10, Inc. v. Visa Int'l Serv. Ass'n*, 494 F.3d 788, 795 (9th Cir. 2007) (cleaned up).

Here, Defendant Tommy USA, along with Asian C. and Watch Asia, operate <asianc.sh>, <dramanice.la>, <runasian.net>, and <watchasia.to> in addition to <asianwiki.co>, all of which have a similar appearance and layout, which facts indicate that



these domains are owned and operated by the same individual(s) or organization(s), such that they would implicitly have knowledge of the infringements occurring on each of these Subject Domains. (Dkt. 42, ¶¶ 14, 15, 44, 45; Dkt. 16, p. 7). Additionally, <asianwiki.co>, when operational, is used to disseminate new domain names for users to access infringing content in response to existing/previous domain names being shut down and provides links to infringing content available at each of <asianc.sh>, <dramanice.la>, <runasian.net>, and <watchasia.to>. (Dkt. 42, ¶ 45). Indeed, as this Court noted in granting wA's Renewed Motion for TRO (Dkt. 16), "[b]ecause the website is only used for infringing purposes, these facts meet the first requirement."

Next, Defendant Tommy USA has taken affirmative steps to encourage, assist, increase traffic to, and frustrate enforcement efforts against the infringements occurring at <asianc.sh>, <dramanice.la>, <runasian.net>, and <watchasia.to>. (Dkt. 42, ¶ 45). For example, while operational, <asianwiki.co> is used to provide new domain names for users to access infringing content in response to existing/previous domain names being shut down, and advertises and provides updated links to infringing content available at <asianc.sh>, <dramanice.la>, <runasian.net>, and <watchasia.to>. (*Id.*). Thus, because <asianwiki.co> is used to promote and facilitate infringing content available on some of the Subject Domains, the second requirement is also met.

Accordingly, wA is likely to succeed on its claim of contributory copyright infringement against Defendant Tommy USA.

B. wA Is Entitled To Its Requested Remedies

wA is entitled to its requested remedies of judgment in wA's favor on its claims; injunctive relief; and attorneys' fees.

1. wA is Entitled to a Permanent Injunction

In copyright cases, courts have awarded permanent injunctive relief as part of default judgment "where the defendant continued to violate the plaintiff's rights[,] and the balance of equities and the public interest favored such an injunction." *Hydentra HLP Int., Ltd. v. Porn69*, No. CV-15-00451-PHX-DGC, 2016 U.S. Dist. LEXIS 75836, at *7-8 (D. Ariz.



1 June 10, 2016). “A permanent injunction is especially appropriate where a threat of
 2 continuing infringement exists.” *Broad. Music, Inc. v. TLM Invs., P.L.C.*, No. CV 09-8131-
 3 PCT-JAT, 2010 U.S. Dist. LEXIS 73627, at *22 (D. Ariz. July 21, 2010) (citations omitted).
 4 A defendant’s disregard of the plaintiff’s notice and ongoing infringement warrants a
 5 permanent injunction. *Id.* at 23.

6 To obtain a permanent injunction, a plaintiff must demonstrate: “(1) that plaintiff has
 7 suffered an irreparable injury; (2) that remedies available at law, such as monetary damages,
 8 are inadequate to compensate for that injury; (3) that, considering the balance of hardships
 9 between the plaintiff and defendant, a remedy in equity is warranted; and (4) that the public
 10 interest would not be disserved by a permanent injunction.” *Liberty Media Holdings, LLC*
 11 *v. Vinigay.com*, No. 11-cv-280- PHX-LOA, 2011 WL 7430062, at *14 (D. Ariz. Dec. 28,
 12 2011) (citing *eBay Inc. v. MercExchange, L.L.C.*, 547 U.S. 388, 391 (2006)).

13 As such, Plaintiff has and will continue to suffer irreparable injury because, despite
 14 this lawsuit, Defendants continue to infringe Plaintiff’s exclusive rights to distribute the
 15 copyrighted Works in the United States, including via moving and/or obfuscating their
 16 copyright infringement operations. (See Dkt. 48, p. 3; Dkt. 42, ¶¶ 45, 56; Dkt. 16-1
 17 [Declaration Of Kyle W. Kellar in support of Plaintiff’s Renewed *Ex Parte* Application For
 18 Temporary Restraining Order], ¶¶ 9–12).

19 Indeed, Plaintiff’s business relies on the licensing of Korea-originating copyrighted
 20 Works from their Korean owners for distribution to subscribers of its KOCOWA® service
 21 in the United States. Defendant, by infringing Plaintiff’s exclusive rights in the copyrighted
 22 Works and offering the same to anyone in the United States free of charge, is directly
 23 undercutting Plaintiff’s business model and risks Plaintiff’s future success. Moreover,
 24 monetary remedies are unable to adequately compensate for the shear scope of Defendant’s
 25 infringement but, even if they could be quantified, are extremely unlikely to satisfied in
 26 light of Defendant’s overseas domicile and refusal to participate in this lawsuit.

27 The balance of equities tips in wA’s favor because Defendants have no cognizable
 28 interest in knowingly and willfully infringing wA’s intellectual property rights, and,



1 therefore, “cannot complain of the harm that will befall [them] when properly forced to
 2 desist from [their] infringing activities.” *Triad Sys. Corp. v. Se. Exp. Co.*, 64 F.3d 1330,
 3 1338 (9th Cir. 1995). Defendant’s conduct is contrary to the law, and “the public interest
 4 is not disserved by prohibiting Defendant from engaging in conduct contrary to law.”
 5 *Nicklaus Companies LLC v. Bryan Hepler Golf LLC*, No. CV-18-01748-PHX-ROS, 2019
 6 WL 1227198 at *1 (D. Az. March 15, 2019).

7 wA also respectfully requests the Court to issue an injunction that orders the transfer
 8 of each of the Subject Domains to wA’s possession. In cases of online piracy, courts,
 9 including in this District, have previously issued injunctions also requiring transfer of
 10 infringing domain names. *See e.g., Fornix Holdings LLC v. Unknown Party*, No. CV-23-
 11 01200-PHX-MTL, 2025 U.S. Dist. LEXIS 80831, at *18–19 (D. Ariz. Apr. 29, 2025)
 12 (granting injunctive relief, including transfer of domains at issue, against online infringers);
 13 *China Cent. Television v. Create New Tech. (HK) Ltd.*, No. CV1501869MMAJWX, 2015
 14 WL 12732432, at *22 (C.D. Cal. Dec. 7, 2015) (granting injunctive relief including transfer
 15 of websites and domain names used for streaming of copyrighted works); *Craigslist, Inc. v.*
 16 *Doe 1, et al.*, No. C09–4739 SI (BZ), 2011 WL 1897423, at *4 (ordering transfer of the
 17 infringing websites and the underlying domain names that auto-scraped and copied content
 18 from plaintiff’s website).

19 Here, each of the Defendants deliberately concealed their respective identities,
 20 including by providing incomplete and/or incorrect information in connection with the
 21 Subject Domains, and by using privacy services that conceal registrant information. (*See*
 22 *generally* FAC, ¶¶ 16–31). Further, each of the Defendants has yet to participate in this
 23 litigation despite being served with alternative service, and has attempted and/or continues
 24 to attempt evasion of wA’s enforcement efforts. Defendants’ actions make it likely that
 25 they will resume and/or continue their infringing activity despite wA’s enforcement efforts
 26 and an order from this Court. Therefore, to give practical effect to wA’s enforcement
 27 efforts, this case warrants an injunction ordering the transfer of each of the Subject Domains
 28 to wA’s possession.



1 Lastly, wA respectfully requests a lifting of the automatic stay as provided in Fed.
 2 R. Civ. P. 62(a) (“[E]xecution on a judgment and proceedings to enforce it are stayed for
 3 30 days after its entry, unless the court orders otherwise.”). Because each of the Defendants
 4 have refused to engage in this action, and for the above discussed reasons, wA respectfully
 5 submits that the 30-day stay will only further delay the termination of this action.

6 **2. wA is Entitled to its Attorneys’ Fees and Costs**

7 A court may “award a reasonable attorney's fee to the prevailing party.” 17 U.S.C.
 8 § 505. While courts have discretion regarding whether to award attorneys' fees, they
 9 routinely award the reasonable fees incurred by a successful plaintiff. *See Broad. Music,*
 10 *Inc. v. McDade & Sons, Inc.*, 928 F. Supp. 2d at 1136 (D. Ariz. 2013). “When making such
 11 a determination, the Court may consider several non-exclusive factors, including
 12 ‘frivolousness, motivation, objective unreasonableness (both in the factual and in the legal
 13 components of the case) and the need in particular circumstances to advance considerations
 14 of compensation and deterrence.’” *Broad. Music Inc. v. Cowboys Up Inc.*, CV-19-00499-
 15 PHX-SMM CDB, 2019 WL 13472382, at *5 (D. Ariz. Oct. 21, 2019) (citation omitted).

16 Accordingly, wA requests that it be permitted to submit an appropriate application
 17 for attorneys’ fees and evidence of such costs post-hearing, or as the Court otherwise
 18 directs.

19 **IV. CONCLUSION**

20 For the foregoing reasons, wA respectfully requests that its motion for entry of
 21 default judgment and a permanent injunction be granted as to all Defendants.

22 DATED this 25th day of September, 2025.

23 Respectfully submitted,

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