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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

Universal City Studios LLC; Columbia Pictures Industries, Inc.; Disney Enterprises, Inc.; Twentieth Century Fox Film Corporation; Paramount Pictures Corporation; Warner Bros. Entertainment Inc.; Amazon Content Services, LLC; Netflix Studios, LLC,

Plaintiffs,

vs.

Tickbox TV LLC,

Defendant.

Case No. 2:17-cv-07496-MWF(AS)

[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION

Date: Jan. 8, 2018

Time: 10:00 a.m.

Ctrm: 5A (Hon. Michael W. Fitzgerald)

1 Upon reviewing the legal argument and evidence filed by Plaintiffs Universal
2 City Studios LLC, Columbia Pictures Industries, Inc., Disney Enterprises, Inc.,
3 Twentieth Century Fox Film Corporation, Paramount Pictures Corporation, Warner
4 Bros. Entertainment Inc., Amazon Content Services, LLC, and Netflix Studios, LLC
5 (collectively, “Plaintiffs”), in support of their Motion for Preliminary Injunction
6 (“Motion”); and having reviewed the opposition legal argument and evidence filed
7 by Defendant TickBox TV LLC (“TickBox”); and having reviewed all reply
8 materials and all argument of counsel; and having considered the factors relating to
9 (i) Plaintiffs’ likelihood of success on the merits, (ii) the likelihood of irreparable
10 harm to Plaintiffs if preliminary injunction relief is denied, (iii) the balance of
11 hardships and (iv) the public interest, the Court **HEREBY FINDS AND ORDERS**
12 as follows:

13 Plaintiffs are likely to prevail on the merits of their claims that TickBox has
14 violated and is violating 17 U.S.C. § 106 by inducing the infringement of Plaintiffs’
15 exclusive right of public performance.

16 Section 106(4) of the Copyright Act grants a copyright owner the exclusive
17 right “in the case of . . . motion pictures and other audiovisual works, to perform the
18 copyrighted work publicly.” 17 U.S.C. § 106(4). The “transmit” clause—
19 subsection (2) of the definition of a public performance—makes clear that a
20 performance is public when it is transmitted “by means of any device or process”
21 “to the public,” regardless of whether the potential audience for the transmission
22 receives it at the same time or at different times or is gathered in one location or
23 different locations. *Id.* § 101. TickBox violates Plaintiffs’ public performance right
24 by inducing the infringing transmissions of performances by third parties to
25 TickBox’s users.

26 Plaintiffs are likely to suffer irreparable injury without intervention of this
27 Court, including interference with Plaintiffs’ ability to control their works,
28 interference with Plaintiffs’ goodwill and relationships with licensees, harm to the

1 rapidly evolving on-demand streaming market, and the creation of consumer
2 confusion about that market.

3 The balance of hardships tips decidedly in Plaintiffs' favor. The threat of
4 harm to Plaintiffs is substantial. TickBox, in contrast, cannot claim any legitimate
5 hardship from being forced to desist from its infringing activities.

6 Public policy weighs in favor of issuing the preliminary injunction. The
7 public interest is served here by upholding Plaintiffs' copyrights.

8 Accordingly, TickBox and all of its officers, directors, agents, servants, and
9 employees, and all persons in active concert or participation or in privity with any of
10 them, ARE HEREBY RESTRAINED AND ENJOINED from publicly performing
11 or otherwise infringing in any manner (including without limitation by materially
12 contributing to or intentionally inducing the infringement of) any right under § 106
13 in any of Plaintiffs' Copyrighted Works, including without limitation by publicly
14 performing those Works, or by distributing any device or software (including
15 without limitation TickBox TV) or performing any service that induces or facilitates
16 any of the foregoing acts.

17 IT IS FURTHER ORDERED that (1) all TickBox TV devices in the
18 possession of TickBox and all of its officers, directors, agents, servants, and
19 employees, and all persons in active concert or participation or in privity with any of
20 them are to be impounded and shall be retained by Defendant until further order of
21 the Court; and (2) TickBox shall, via software update, remove from all distributed
22 TickBox TV devices all Kodi "Themes," "Builds," "Addons," or any other software
23 that facilitates the infringing public performances of Plaintiffs' Copyrighted Works,
24 including, but not limited to Spinz, Lodi Black, Stream on Fire, Wookie, Aqua,
25 CMM, Spanish Quasar, Paradox, Covenant, Elysium, UK Turk, Gurzil, Maverick,
26 and Poseidon.

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The Court orders Plaintiffs to post security in the amount of \$50,000 to compensate TickBox for its losses in the event that this injunction is reversed or vacated.

IT IS SO ORDERED

DATED: _____

The Honorable Michael W. Fitzgerald
United States District Judge