

1 KELLY M. KLAUS (SBN 161091)
Kelly.Klaus@mto.com
2 ROSE LEDA EHLER (SBN 296523)
Rose.Ehler@mto.com
3 SHANNON GALVIN AMINIRAD (SBN 324780)
Shannon.Aminirad@mto.com
4 MUNGER, TOLLES & OLSON LLP
350 South Grand Avenue, Fiftieth Floor
5 Los Angeles, California 90071
Telephone: (213) 683-9100
6 Facsimile: (213) 687-3702

7 Attorneys for Plaintiffs

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

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

20 Plaintiffs,

21 vs.

22 DOES 1-10 d/b/a PRIMEWIRE,
23 Defendants.
24
25
26
27
28

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

**PLAINTIFFS' NOTICE OF
MOTION AND MOTION [1] TO
MODIFY PERMANENT
INJUNCTION AND [2] FOR MORE
TIME TO CONDUCT DAMAGES
DISCOVERY; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

Judge: Hon. Mark C. Scarsi
Date: Monday, August 22, 2022
Time: 9:00 a.m.
Courtroom: 7C

Filed concurrently herewith:

- (1) Declaration of Jan van Voorn;
- (2) Declaration of Shannon Aminirad;
- (3) [Proposed] Amended Injunction;
and
- (4) [Proposed] Order Extending Time

NOTICE OF MOTION

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on Monday, August 22, 2022, at 9:00 a.m., or as soon thereafter as counsel may be heard in Courtroom 7C of the above-captioned Court, located at 350 West First Street, Los Angeles, California 90012, Plaintiffs Paramount Pictures Corporation; Universal City Studios Productions LLLP; Universal Content Productions LLC; Universal Television LLC; Warner Bros. Entertainment Inc.; Columbia Pictures Industries, Inc.; Disney Enterprises, Inc.; Netflix Studios, LLC; Netflix US, LLC; and Netflix Worldwide Entertainment, LLC (“Plaintiffs”) will and hereby do move (1) to modify the permanent injunction to add the domain name hydrawire.tv and (2) for an additional 90 days to conduct damages discovery. This motion is made pursuant to the Court’s inherent authority to modify its injunction. *See, e.g., A&M Records, Inc. v. Napster, Inc.*, 284 F.3d 1091, 1098 (9th Cir. 2002). This motion is also made pursuant to the terms of the April 20, 2022 Order (Dkt. 43), which states that “Plaintiffs may request that the Permanent Injunction apply to additional domains if the Court determines the evidence sufficiently establishes such domains are being operated by Defendants and infringe Plaintiffs’ Copyrighted Works” and instructs Plaintiffs to file an explanation if they request more time to conduct damages discovery.

First, Plaintiffs respectfully request that the Court modify the Permanent Injunction to add hydrawire.tv to the list of enjoined domains. As detailed below, Plaintiffs have attempted to enforce the Injunction, and Defendants have altered one domain, www.primewire.tf, in a purported attempt to comply with the Injunction. However, evidence that has recently come to light shows that Defendants replaced their PrimeWire domain with a newly labeled site, “HydraWire,” which is designed and functions as a continuation of PrimeWire. HydraWire is a transparent effort to circumvent the Injunction and, like its predecessor PrimeWire sites, infringes Plaintiffs’ Copyrighted Works on a massive scale. HydraWire is largely identical to

1 PrimeWire; shares the same hosting provider, registrar, and other technical assets;
2 and even offers a way for users to upload their PrimeWire library onto HydraWire.

3 Second, Plaintiffs request that the Court extend the time to conduct damages
4 discovery. While Plaintiffs have diligently engaged in such efforts, a number of
5 subpoena recipients have requested extensions to adequately search for responsive
6 records and provide notice to third parties. Plaintiffs request an additional 90 days
7 so that they can receive the remaining four outstanding subpoena responses.

8 This motion is based on this Notice of Motion and Motion; the attached
9 Memorandum of Points and Authorities; the accompanying Declarations of Jan van
10 Voorn (“van Voorn Decl.”) and Shannon Galvin Aminirad (“Aminirad Decl.”) in
11 Support of this Motion; the pleadings and papers on file in this action, including the
12 Complaint, Motion for a Preliminary Injunction and supporting papers, the Motion
13 for Default Judgment and supporting papers, and the Permanent Injunction; and any
14 further evidence or argument that may be presented to the Court at or prior to the
15 submission of this motion.

16 Because Defendants have not appeared, no counsel represents them in this
17 action, and Defendants have defaulted, Plaintiffs were not able to conduct the pre-
18 motion conference of counsel under Civil L.R. 7-3. As they have done with all prior
19 motions in this case, Plaintiffs attempted to notify Defendants of the substance of
20 this motion by email on July 14, 2022. Aminirad Decl. ¶ 13. Defendants did not
21 respond to Plaintiffs’ email. *Id.*

22
23 DATED: July 19, 2022

MUNGER, TOLLES & OLSON LLP

24
25 By: /s/ Kelly M. Klaus

KELLY M. KLAUS

26 Attorneys for Plaintiffs
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

	<u>Page</u>
NOTICE OF MOTION.....	2
MEMORANDUM OF POINTS AND AUTHORITIES.....	1
I. INTRODUCTION	1
II. BACKGROUND	3
A. Defendants’ Mass Infringement of Plaintiffs’ Copyrighted Works.....	3
B. This Lawsuit, and Defendants’ Attempts to Evade Accountability.....	4
C. Plaintiffs Efforts to Obtain Discovery Relevant to Damages.....	7
D. Plaintiffs’ Attempts to Enforce the Injunction.....	8
E. HydraWire Launches as PrimeWire’s Successor.....	9
III. ARGUMENT.....	12
A. The Court Should Modify the Injunction to Include HydraWire	12
1. The Defendants Who Operated PrimeWire Are Behind HydraWire.....	12
2. HydraWire Infringes Plaintiffs’ Copyrighted Works.....	14
B. The Court Should Grant Plaintiffs More Time to Conduct Discovery.....	15
IV. CONCLUSION	16

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF AUTHORITIES

Page(s)

FEDERAL CASES

A&M Records, Inc. v. Napster, Inc.,
284 F.3d 1091 (9th Cir. 2002)..... 12

BMW of N. Am., LLC v. Barreira,
633 F. App’x 882 (9th Cir. 2015)..... 12

Regal Knitwear Co. v. NLRB,
324 U.S. 9 (1945)..... 14

Saga Int’l, Inc. v. John D. Brush & Co.,
984 F. Supp. 1283 (C.D. Cal. 1997)..... 14

Transgo, Inc. v. Ajac Transmission Parts Corp.,
768 F.2d 1001 (9th Cir. 1985)..... 12

Walling v. James V. Reuter, Inc.,
321 U.S. 671 (1944)..... 14

RULES - OTHER

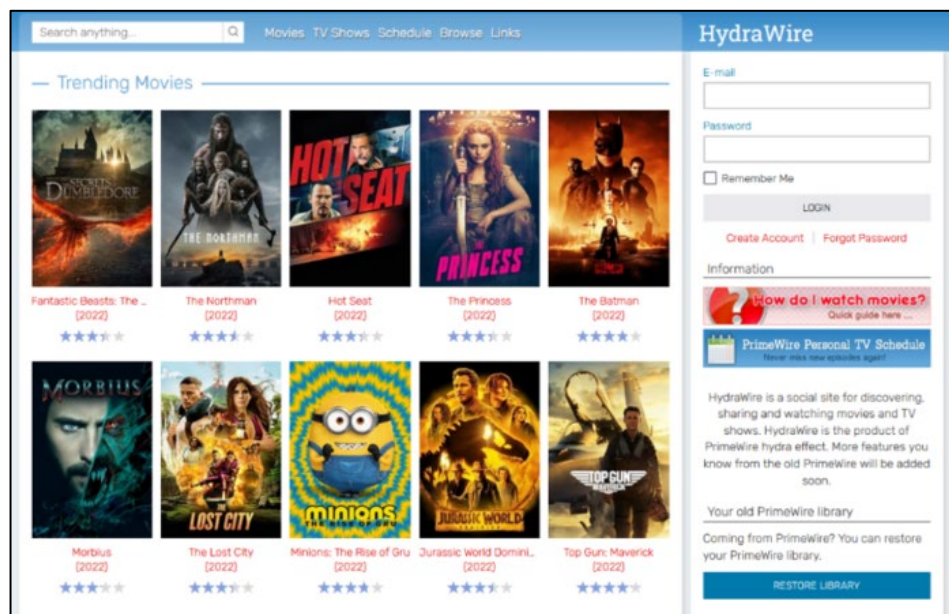
Fed. R. Civ. P. 65(d)..... 14

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Defendants are brazenly violating the Court’s Injunction and continuing to engage in copyright infringement on a massive scale. As recounted in prior filings, Defendants, who have not appeared in the case but who have communicated by email when it suits their purposes, said they were launching a new PrimeWire site, primewire.tf, “to comply” with the (then-operative) Preliminary Injunction. Defendants said they “supported” the “proposed permanent injunction but wanted [it] to exclude www.primewire.tf,” which they claimed did not infringe. Dkts. 42 at 1 (Notice of Defaulting Defendants’ Response), 42-1 at Ex. A (Defendants’ Email). Plaintiffs put forward evidence that www.primewire.tf did infringe and that, in any event, Defendants had not put forward evidence sufficient to meet their burden to show it is “absolutely clear” the conduct would not “recur.” Dkt. 43 at 9 (Order) (citation omitted).

Recent events have confirmed that Defendants’ pretense of reforming their infringing ways was all for show. Defendants have now launched a new site—HydraWire.tv—that offers on a massive scale infringing links to Plaintiffs’ movies (including those in theaters) and television shows:



1 HydraWire claims to be a successor to PrimeWire. There is no doubt Defendants
2 are behind the new site (or at a minimum are working together with the
3 individuals/entities that are). Like the original PrimeWire, HydraWire offers
4 visitors immediate access to a catalog of links to infringing streams of Plaintiffs’
5 Copyrighted Works. Both websites have the same design, graphics, layout, and
6 database structure. HydraWire and the PrimeWire Websites also share the same
7 hosting provider and registrar and have similar IP addresses. HydraWire even lets
8 users “restore” their PrimeWire library onto HydraWire, suggesting even further
9 technical cooperation between the two sites.

10 The name of Defendants’ new site—HydraWire—speaks volumes. In Greek
11 mythology, the Hydra is a serpentine multi-headed water monster that guards the
12 gates of the Underworld. Anyone who attempted to behead the Hydra (Hercules
13 included) found that as soon as they cut one head off, two more heads would emerge
14 from the wound. Defendants’ choice to name this site “HydraWire” mocks the
15 Injunction and Plaintiffs’ diligent efforts to enforce it. Plaintiffs request that the
16 Court modify the Injunction to add www.hydrawire.tv to the list of enjoined
17 domains.¹

18 Plaintiffs further ask that the Court grant an additional 90 days to conduct
19 damages discovery and to file a motion for default judgment on damages. Plaintiffs
20 have been diligently engaged in efforts to seek discovery on damages, pursuant to
21 the Court’s April 20, 2022 Order. *See* Dkt. 43 at 12. Plaintiffs’ meet-and-confer
22 efforts with subpoena recipients remain ongoing. Subpoena recipients have
23 requested extensions in order to provide notice to third parties and to deal with the
24 _____

25 ¹ During the course of their investigation, Plaintiffs have seen the HydraWire site go
26 offline for several days and then come back online. Van Voorn Decl. ¶ 7. Plaintiffs
27 do not believe HydraWire’s status—if taken offline before this motion is decided—
28 changes the merits of their request. As with PrimeWire, Defendants have not met
their burden to show it is “absolutely clear” the conduct will not “recur” on that site.
Dkt. 43 at 9 (citation omitted).

1 complexity of searching for advertising revenue associated with particular URLs, as
 2 online advertising often involves multiple levels of intermediaries or brokers.
 3 Responses thus far suggest that Defendants may have made at least five-figures in
 4 monthly advertising revenue, and Plaintiffs expect to receive additional information
 5 responding to outstanding requests in August.

6 **II. BACKGROUND**

7 **A. Defendants’ Mass Infringement of Plaintiffs’ Copyrighted Works**

8 Defendants own and operate a ring of websites devoted to mass online
 9 infringement, which were originally located at www.primewire.li,
 10 www.primewire.ag, and www.primewire.vc, and later expanded to
 11 www.primewire.tf (collectively, “PrimeWire”). Dkts. 1, 39. Until Defendants made
 12 changes to certain of their domains in response to this lawsuit, visitors to PrimeWire
 13 had immediate access to a vast catalog of links to infringing video-on-demand
 14 streams of thousands of movies and television shows, including many whose
 15 copyrights Plaintiffs or their affiliates own or control (the “Copyrighted Works”).
 16 Dkt. 1 ¶¶ 1–2, Ex. A; Dkt. 36-1 ¶ 4, Exs. 1–6.

17 PrimeWire’s infringing nature and the focus on Plaintiffs’ Copyrighted Works
 18 was apparent from first glance. The websites would display an array of movies and
 19 television titles, including “Featured Movies” and new content, including popular
 20 recent releases such as Disney’s *Encanto* (2021) and Columbia Pictures’ *Spider-*
 21 *Man: No Way Home* (2021). Dkt. 36-1 ¶ 5; Dkt. 1 ¶¶ 2, 41. Users would receive
 22 the infringing streams through either a media player embedded into a PrimeWire
 23 Website or via a PrimeWire-provided link to a third-party website. Dkt. 1 ¶¶ 39–40.

24 Defendants actively and intentionally induced the mass infringement
 25 occurring through PrimeWire. They urged users to post links to infringing content
 26 from “approved” sites. *Id.* ¶¶ 47–48. They rewarded users with “points” for adding
 27 new links or reporting links that are broken. *Id.* They required users to post links to
 28 content in English or with English subtitles. Dkt. 16 ¶ 26, Exs. 9, 12. They ensured

1 that each link was associated with an icon (such as the icon of a DVD disc) that
 2 represented the quality of the source copy and the illicit means used to create that
 3 copy. Dkt. 1 ¶ 42. Through these and other actions, Defendants cultivated loyalty
 4 to and awareness of PrimeWire as a high quality, reliable source for illegal
 5 streaming. *Id.* ¶ 44. This web traffic in turn brought Defendants profit, as they
 6 prominently featured advertisements and sponsored links, the clicking of which
 7 generated revenue for Defendants. *Id.* ¶¶ 45, 54–56.

8 Defendants knew they were engaged in mass copyright infringement, and
 9 they went to great lengths to hide their identities, including by using aliases and
 10 false information to register their domains. *Id.* ¶¶ 58–59. Defendants would also
 11 actively encourage their users to remain anonymous while searching for and
 12 receiving infringing streams. *Id.* ¶ 60.

13 Defendants caused Plaintiffs to suffer palpable, irreparable harm. Defendants
 14 illegally and unfairly competed with Plaintiffs’ and their affiliates’ licensed
 15 subscription VOD services, such as Disney+, HBO Max, Hulu, Netflix,
 16 Paramount+, Peacock, and others, which have negotiated for the right to offer on-
 17 demand streams of Plaintiffs’ Copyrighted Works, often on an exclusive basis. *Id.*
 18 ¶ 65; *see also* Dkt. 17. Defendants’ conduct caused consumer confusion and
 19 undermined the legitimate market for access to Plaintiffs’ Copyrighted Works. Dkt.
 20 ¶ 65.

21 **B. This Lawsuit, and Defendants’ Attempts to Evade Accountability**

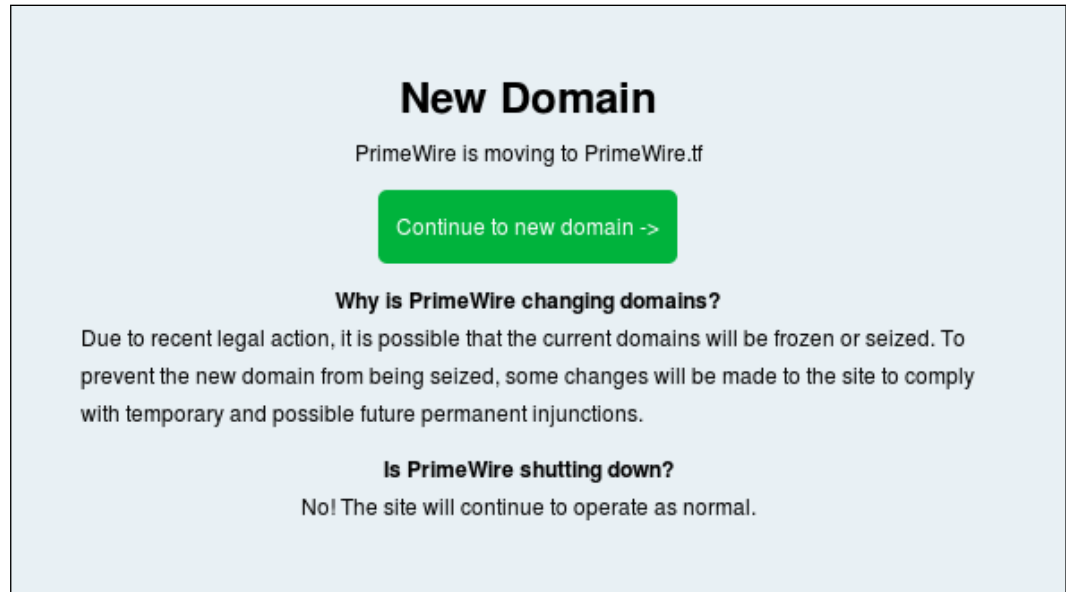
22 Plaintiffs filed their Complaint on December 1, 2021, Dkt. 1, and served
 23 Defendants with process the same day, *see* Dkts. 22, 23. Shortly thereafter,
 24 Plaintiffs filed a Motion for Preliminary Injunction. Dkt. 15. Defendants did not
 25 appear to defend themselves, nor did they ever reveal their identities. But
 26 Defendants would send Plaintiffs communications—knowing Plaintiffs would
 27 provide them to the Court—that spun a self-serving narrative. Identifying
 28 themselves only as “The PrimeWire Team,” Defendants responded to Plaintiffs’

1 email service of the Preliminary Injunction Motion, with an acknowledgment they
2 controlled PrimeWire but a proposal to remove Plaintiffs' content in exchange for
3 stopping the lawsuit. Dkt. 20-1 at Ex. B. Plaintiffs made clear they would not
4 negotiate with parties that refused to come forward.

5 On January 7, 2022, the Court issued the Preliminary Injunction, which
6 enjoined Defendants from infringing Plaintiffs' Copyrighted Works or transferring
7 their domains. Plaintiffs served the Preliminary Injunction on January 10 and
8 posted the required bond on January 18. Dkts. 31, 32-1. After the Preliminary
9 Injunction issued, Defendants took steps to evade it. On or around January 10,
10 Defendants transferred the primewire.li and primewire.vc domains to a new domain
11 name registrar, Sarek Oy, which is known for providing domain name registrar
12 services to websites that provide access to infringing content. Dkt. 36-1 ¶¶ 15–17.
13 On January 11, Defendants added a new banner to their websites so that users “will
14 always know where to find PrimeWire.” *Id.* ¶ 21.

15 Following entry of the Preliminary Injunction, Plaintiffs served notice on
16 Defendants' prior and current registrars and registries and requested that each freeze
17 and disable the domain(s) it controlled. Dkt. 36-17 ¶¶ 2–3. The registrar for
18 primewire.ag froze and disabled the domain. Dkt. 36-1 ¶ 24. But the new registrar
19 (Sarek Oy) for primewire.li and primewire.vc did not respond to Plaintiffs' original
20 or second communications and request for compliance. Dkt. 36-17 ¶¶ 3–5.

21 Plaintiffs then moved for partial default judgment and a permanent injunction.
22 Dkt. 36. Defendants still did not enter any appearance. After the Court took the
23 motion under submission, Dkt. 38, Defendants changed the remaining domains,
24 primewire.li and primewire.vc, to redirect to their “New Domain” and launched a
25 new website, primewire.tf, which they described as including “changes . . . to
26 comply with temporary and possible future permanent injunctions,” Dkt. 39-2 ¶¶ 2–
27 6. Defendants insisted “No!” to the question: “Is PrimeWire shutting down?” *Id.*



Initially, Defendants continued to link to streams of Plaintiffs' Copyrighted Works on primewire.tf. *Id.* ¶ 5. Defendants subsequently made changes to primewire.tf to remove links to unauthorized source copies for some of Plaintiffs' Copyrighted Works.² *Id.* ¶ 6. Plaintiffs informed the Court of these changes and requested that the Injunction also include primewire.tf. *See* Dkt. 39. Once again, the "PrimeWire Team" contacted Plaintiffs about the litigation but refused to appear in court. *See* Dkt. 42.

On April 20, the Court granted partial default judgment as to liability against Defendants and entered the Injunction. Dkt. 43. The Injunction required Defendants to immediately cease exploiting or making use of Plaintiffs' Copyrighted Works, and from taking any action that directly or indirectly enabled or facilitated any user or third party to link, use, or otherwise exploit Plaintiffs' Copyrighted Works. *Id.* at 10. The Court further ordered Defendants to refrain from "assisting, aiding or abetting any other person or business entity in engaging in or performing any of the [enjoined] activities." *Id.* at 11. The Injunction applied to

² Plaintiffs have continued to monitor primewire.tf and despite the changes, it continues to include links to Plaintiffs' titles, including for example, Disney's original animated *Lion King* (1994). Van Voorn Decl. ¶ 19, Ex. 7.

1 the domains primewire.li, primewire.ag, primewire.vc, and primewire.tf, but
 2 provided that “Plaintiffs may request that the Permanent Injunction apply to
 3 additional domains if the Court determines that the evidence sufficiently establishes
 4 such domains are being operated by Defendants and infringe Plaintiffs’ Copyrighted
 5 Works.” *Id.* at 10–11.

6 **C. Plaintiffs Efforts to Obtain Discovery Relevant to Damages**

7 The Court granted Plaintiffs leave to conduct discovery, including serving
 8 subpoenas on PrimeWire’s advertising networks as potentially relevant to a request
 9 for damages. Dkt. 43 at 12. Since then, Plaintiffs have diligently engaged in
 10 discovery efforts with third parties. On May 10, Plaintiffs served an initial round of
 11 document subpoenas seeking information regarding Defendants’ identities and
 12 advertising revenue received through PrimeWire. Aminirad Decl. ¶ 6. In total,
 13 Plaintiffs have served ten ad brokers identified on PrimeWire at various times:
 14 Amboee, Inc.; Exponential Interactive, Inc.; Oracle Corporation; Yahoo Ad Tech
 15 LLC; AdSupply, Inc.; Aragon Advertising, LLC; Insticator, Inc.; Outbrain Inc.;
 16 Amazon.com, Inc.; and Google LLC. *Id.* ¶¶ 6–8. Plaintiffs have been in contact
 17 with all subpoena recipients and engaged in iterative meet-and-confer calls. At the
 18 time of filing, four responses remain outstanding. *Id.* ¶ 12.

19 Ad brokers have requested repeated extensions of time to respond to the
 20 subpoena, citing the need to provide notice to third parties and the difficulty of
 21 searching for the type of records requested. *Id.* ¶ 10. For instance, some ad brokers
 22 do not contract directly with the website publisher or the company paying to place
 23 advertising, but rather act as an intermediary between other ad brokers. *Id.* This is,
 24 of course, intentional on the part of Defendants to hide their sources of revenue and,
 25 by changing providers frequently, likely make it impossible to know the scale of
 26 profits they have earned from the infringement. Subpoena recipients have made
 27 clear that it is difficult to track advertising revenue to a particular domain. *See id.*
 28 Nevertheless, Plaintiffs have obtained a wire transfer confirmation from one ad

1 broker suggesting that Defendants made at least five-figures in *monthly* advertising
 2 revenue from PrimeWire. *Id.* ¶ 11. Plaintiffs expect to receive additional subpoena
 3 responses in August which may add to the tally. *Id.* ¶ 12.

4 **D. Plaintiffs' Attempts to Enforce the Injunction**

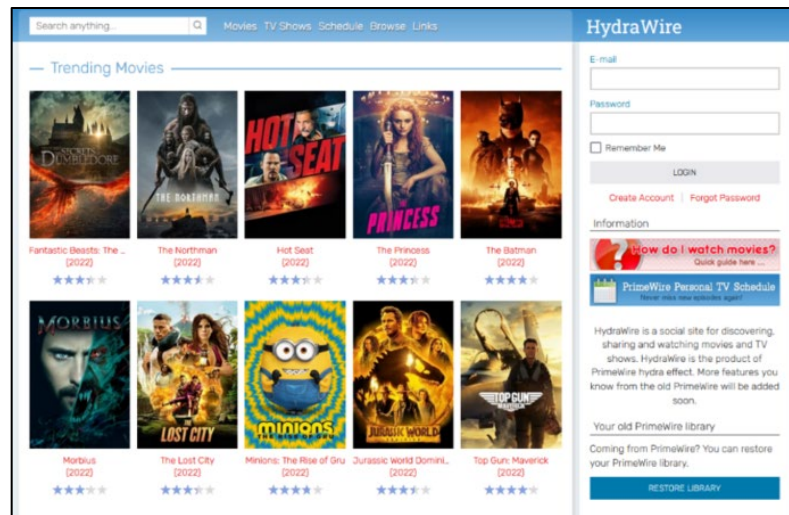
5 Despite Defendants' continued evasion of the Court's orders, this lawsuit has
 6 enabled Plaintiffs to stem some of the ongoing harm inflicted by PrimeWire.

7 Following this Court's Preliminary Injunction, the registrar for primewire.ag
 8 shut down the domain in response to Plaintiffs' service of the order. Dkt. 36-1 ¶ 24.
 9 Shortly after Plaintiffs moved for default judgment, Defendants replaced the
 10 homepage of primewire.li and primewire.vc with a notice to redirect visitors to a
 11 new website, primewire.tf, as an initial attempt to avoid the permanent injunction.
 12 Dkt. 39-2 ¶ 2 & Ex. A. While at first Defendants linked to infringing links of
 13 Plaintiffs' Copyrighted Works on primewire.tf, Defendants largely removed those
 14 links. *See* Dkt. 39-2 ¶¶ 5–8; Van Voorn Decl. ¶ 18 (citing additional instances of
 15 infringement). The domain registration primewire.vc has since expired and
 16 Defendants do not appear to have renewed it. Van Voorn Decl. ¶ 20.

17 Following entry of the Injunction, Plaintiffs attempted diligently to enforce it
 18 through the currently available means. On April 22, Plaintiffs provided notice of the
 19 Injunction to Defendants and demanded that they comply. Plaintiffs also served
 20 Defendants' domain name registrars and registries, requesting that they suspend and
 21 transfer the domains to Plaintiffs. Aminirad Decl. ¶ 2. Plaintiffs provided a second
 22 round of notice on May 4. *Id.* ¶ 3. Although the Injunction required the registrars
 23 and registries to transfer the PrimeWire domains to Plaintiffs, Dkt. 43 at 11, no
 24 registrar or registries have complied. *Id.* ¶ 4. This is, unfortunately, not surprising
 25 given Defendants' steps to transfer their registrar to Sarek Oy and use of domains
 26 under the control of registries located abroad, rather than those in the U.S. Dkt. 36-
 27 1 ¶¶ 15-20

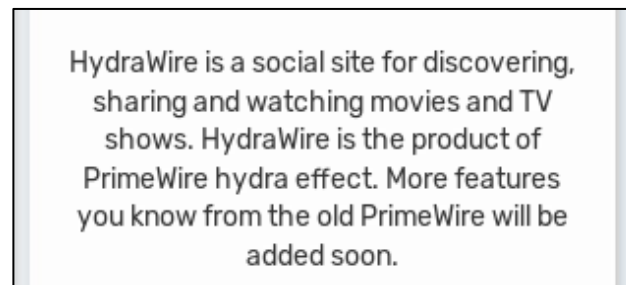
E. HydraWire Launches as PrimeWire's Successor

On or about May 31 or June 1, Plaintiffs' investigators discovered a new website, HydraWire, located at www.hydrawire.tv. HydraWire launched in April 2022, the same month that the Court entered the Injunction. Van Voorn Decl. ¶ 4. HydraWire appears almost identical to PrimeWire, adopting the same design, graphics, and layout:



Id. ¶ 7, Ex. 2. HydraWire also directly copies text and pages from PrimeWire. *Id.* ¶ 8. For example, the FAQ pages on both websites contains the exact same text. *Id.*

HydraWire even claims to be a successor to PrimeWire. In the sidebar of every webpage, HydraWire claims to be “the product of PrimeWire hydra effect. More features you know from the old PrimeWire will be added soon.”



Id. ¶ 9, Ex. 2.

Technical similarities also make clear the same Defendants are behind HydraWire (or are working closely with those who are). HydraWire has the same

1 hosting provider (FlokiNet) and registrar (Sarek Oy) as PrimeWire. *Id.* ¶ 5.
 2 PrimeWire and HydraWire also have similar IP addresses, suggesting the same
 3 physical location hosts the sites. *Id.* Twelve out of sixteen of HydraWire’s
 4 cyberlocker sources for infringing links overlap with those previously used on
 5 PrimeWire. *Id.* ¶ 16. The obvious conclusion is that the same group of people or
 6 entities who ran PrimeWire have now reconfigured their infringing business under
 7 the HydraWire banner.

8 Defendants have introduced features on HydraWire that require coordination
 9 between the operators of HydraWire and the PrimeWire sites. Such features could
 10 only be developed and implemented if the same individuals or entities are behind
 11 both sites (or at a minimum are working together). The sidebar of HydraWire
 12 provides a way for users to “restore” their PrimeWire library (i.e., the list of titles
 13 saved to users’ account to help track their TV schedule) onto HydraWire. *Id.* ¶ 11.



14
 15
 16
 17
 18
 19 *Id.* Ex. 2. HydraWire instructs PrimeWire users how they can download the
 20 contents of their PrimeWire library into a .CSV file and then provides a mechanism
 21 to upload their PrimeWire library onto HydraWire, presumably to help users track
 22 their TV schedule and other features. *Id.* ¶ 12.

1 Search anything... [Movies](#) [TV Shows](#) [Schedule](#) [Browse](#) [Links](#)

2

3 — Restore Library —

4 You can restore your library from PrimeWire by uploading your library CSV file. Go to your library on old PrimeWire and in the bottom click on Export Library (CSV) and upload the file here.

5 Maximum file size is 1MB. This equals to approximately 10000 library records.

6 Your library CSV file

7 No file selected.

8

9  Your old library was uploaded.

10 Doctor Strange in the Multiverse of Madness - No Status - added to library

11 The Bob's Burgers Movie - No Status - added to library

12 Fantastic Beasts: The Secrets of Dumbledore - No Status - added to library

13 The Office - No Status - added to library

14 Dumbo - No Status - added to library

15 Star Trek: Strange New Worlds - No Status - added to library

15 *Id.* Ex. 3.

16 Social media posts also establish that HydraWire is PrimeWire's successor.

17 For many months after the lawsuit was filed, the PrimeWire "subreddit"³ was

18 private, and the moderators of the PrimeWire subreddit deleted (and continue to

19 delete) all posts. *Id.* ¶ 17. But after HydraWire launched, the subreddit once again

20 became public, and included a post (which the moderators did not delete) promoting

21 HydraWire as an alternative to PrimeWire; in the meantime, the moderators of the

22 PrimeWire subreddit deleted other posts promoting competitive sites. *Id.* Ex. 6.

23 The message was clear: HydraWire is Defendants' latest iteration of the PrimeWire

24 infringing service.

25

26

27 ³ A "subreddit" is a discussion forum dedicated to a specific topic on the website

28 Reddit. These can be private or public and are moderated by the individuals who started the subreddit (rather than by professional moderators).

1 **III. ARGUMENT**

2 **A. The Court Should Modify the Injunction to Include HydraWire**

3 A district court has inherent authority to modify an injunction in consideration
 4 of new facts. *See A&M Records, Inc. v. Napster, Inc.*, 284 F.3d 1091, 1098 (9th Cir.
 5 2002); *see also Transgo, Inc. v. Ajac Transmission Parts Corp.*, 768 F.2d 1001,
 6 1030 (9th Cir. 1985) (“When dealing with its equitable powers, a court possesses the
 7 intrinsic power to adapt the injunction to meet the needs of a ‘new day.’” (citation
 8 omitted)). The Ninth Circuit has specifically recognized that a district court may
 9 modify an injunction to require a defendant to turn over an additional infringing
 10 domain name. *See BMW of N. Am., LLC v. Barreira*, 633 F. App’x 882, 884 (9th
 11 Cir. 2015).

12 As the Court recognized in issuing the Permanent Injunction, there was a
 13 possibility Plaintiffs would need to seek to add additional domains in light of
 14 Defendants’ prior attempts to evade injunctive relief. The Injunction permits
 15 Plaintiffs to request that it apply to additional domains “if the Court determines that
 16 the evidence sufficiently establishes such domains are being operated by Defendants
 17 and infringe Plaintiffs’ Copyrighted Works.” Dkt. 43 at 11.

18 **1. The Defendants Who Operated PrimeWire Are Behind** 19 **HydraWire**

20 The evidence makes it clear that HydraWire is simply a rebranded
 21 PrimeWire, and that the PrimeWire Defendants are behind it in some form or
 22 fashion. Those Defendants have tacitly acknowledged as much through statements
 23 and promotions of HydraWire. They are employing the same technology, using the
 24 same sources and intermediaries and likely from the same location (as established
 25 by IP address). And the Defendants have enabled a means for users to transfer their
 26 library between PrimeWire and HydraWire.

27 First, the timing of HydraWire and statements reflecting the connection
 28 between the two sites make clear Defendants or their collaborators are operating

1 HydraWire. Although Plaintiffs did not discover the site until more recently,
2 HydraWire launched on April 21, 2022, the day after the Court entered the
3 Injunction. Van Voorn Decl. ¶ 4. The timing, coupled with Defendants’ prior
4 efforts to launch new sites to avoid accountability, make clear this is Defendants’
5 latest ploy.

6 Likewise, the website claims to be a successor to PrimeWire in the sidebar of
7 every webpage: “HydraWire is the product of PrimeWire hydra effect. More
8 features you know from the old PrimeWire will be added soon.” *Id.* ¶ 9.
9 Defendants have taken steps to promote HydraWire on their subreddit, while
10 deleting posts relating to other infringing sites. *Id.* ¶ 17. According to SimilarWeb,
11 the top referring website to HydraWire is primewire.tf. *Id.* ¶ 13. Defendants’
12 promotion of HydraWire is further evidence that they are behind the new site.

13 Second, the operators are using the same technology and site design in both
14 sites. Both websites have the same look and feel. The design, graphics, and layout
15 are similar, suggesting the HydraWire operators are repurposing code from
16 PrimeWire. *Id.* ¶ 7. HydraWire also directly copies text and pages (i.e. the FAQ
17 page) from PrimeWire. *Id.* ¶ 8. The majority of HydraWire’s cyberlocker sources
18 overlap with the infringing cyberlockers previously used on PrimeWire. *Id.* ¶ 16.
19 Even more telling, HydraWire has the same hosting provider (FlokiNET) and
20 registrar (Sarek Oy) as PrimeWire. *Id.* ¶ 5. The IP addresses are similar. *Id.* The
21 location of IP addresses suggests a shared physical location—again, making clear
22 these are the same Defendants or they are closely connected.

23 Finally, HydraWire provides a way for users to “restore” their PrimeWire
24 library (i.e., the list of titles saved to users’ account to help track their TV schedule)
25 onto HydraWire. *Id.* ¶ 11. HydraWire instructs PrimeWire users how they can
26 download the contents of their PrimeWire library into a .CSV file and then provides
27 a mechanism to upload their PrimeWire library onto HydraWire, presumably to help
28 users track their TV schedule and other features. *Id.* ¶ 12. This requires an

1 intentional coordination between the sites that, again, makes clear it is the same
2 Defendants.

3 The similarities, technical connections, and shared promotion lead to the
4 reasonable conclusion that Defendants are operating HydraWire.⁴

5 **2. HydraWire Infringes Plaintiffs' Copyrighted Works**

6 HydraWire is infringing Plaintiffs' Copyrighted Works on a massive scale.
7 Plaintiffs' investigators have captured evidence of links to infringing streams of
8 numerous of Plaintiffs' titles, including those expressly identified in Exhibit A to
9 Plaintiffs' Complaint *and* new releases that remain only in theaters. Van Voorn
10 Decl. ¶¶ 14, 15, Exs. 4, 5. For example, Plaintiffs were able to stream Disney's
11 *Frozen II* (2019) through HydraWire.

12
13
14
15
16
17 ⁴ Plaintiffs acknowledge that it is possible there are more or different individuals
18 involved, but that does not change the legal conclusion here. The injunction binds
19 those who act in concert or participation (i.e., "aid and abet") a covered party's
20 violation. *Saga Int'l, Inc. v. John D. Brush & Co.*, 984 F. Supp. 1283, 1286 (C.D.
21 Cal. 1997); Fed. R. Civ. P. 65(d). In cases like this one—when the enjoined
22 business shuts down (or here, converts to the less objectionable version currently
23 operated at primewire.tf)—courts analyze the extent to which a successor business,
24 like HydraWire, is "merely a disguised continuance of the old [entity]," or if the
25 transfer of the business was "as a means of evading the judgment or for other
26 reasons." *Regal Knitwear Co. v. NLRB*, 324 U.S. 9, 14–15 (1945) (citations
27 omitted); see *Walling v. James V. Reuter, Inc.*, 321 U.S. 671, 674 (1944) ("[I]t may
28 also, in appropriate circumstances, be enforced against those to whom the business
may have been transferred, whether as a means of evading the judgment or for other
reasons. The vitality of the judgment in such a case survives the dissolution of the
corporate defendant."). Accordingly, even if there were doubts as to whether
HydraWire's and PrimeWire's operators are different (the evidence however is clear
that they are the same), the Court could still modify the injunction to include
HydraWire because it is clear that HydraWire is a mere continuance of PrimeWire.



Id. ¶ 14, Ex. 4. The site includes countless others, including newly released titles. For example, while Universal’s *Jurassic World: Dominion* (2022) was only available in theaters earlier this summer, there were camcorder links available on HydraWire. *Id.* ¶ 15 & Ex. 5.

Plaintiffs respectfully request that the Court modify the Injunction Order to include HydraWire, www.hydrawire.tv.

B. The Court Should Grant Plaintiffs More Time to Conduct Discovery

Plaintiffs also seek more time to obtain outstanding served discovery on Defendants’ advertising revenue and to continue to meet and confer with subpoena recipients regarding their responses. The Court previously granted Plaintiffs leave to conduct such discovery and instructed Plaintiffs to file “an explanation for why they need more time to conduct damages discovery within 90 days of [the Court’s] order.” Dkt. 43 at 12.

Plaintiffs seek more time to conduct damages discovery because certain subpoena responses remain outstanding, despite Plaintiffs’ diligent efforts. Plaintiffs served an initial round of document subpoenas on May 10, with a response deadline of May 21. Aminirad Decl. ¶ 6. Plaintiffs served subsequent document

1 subpoenas to Amazon.com, Inc. and Google LLC on May 26 and June 1,
2 respectively. *Id.* ¶¶ 7–8. Four responses remain outstanding, and the subpoena
3 recipients have requested extensions to conduct document searches and contact
4 implicated third parties. *Id.* ¶ 12. Plaintiffs anticipate obtaining these outstanding
5 responses in early August and at that point evaluating whether any additional
6 follow-up is required. *Id.* ¶ 12.

7 Plaintiffs continue to believe a large damages award here will be appropriate
8 given the scale of Defendants’ infringement and their flagrant disregard for the
9 Court’s Orders and Plaintiffs’ rights. The limited records that Plaintiffs have
10 obtained thus far suggest that Defendants made at least five-figures in monthly
11 advertising revenue from PrimeWire. Plaintiffs request more time to see if
12 forthcoming records will offer greater clarity into Defendants’ ill-gotten profits, as
13 well as additional information regarding Defendants’ identities.

14 Plaintiffs therefore request an additional 90 days to conduct damages
15 discovery before filing a further motion for default judgment.

16 **IV. CONCLUSION**

17 Plaintiffs respectfully request that the Court modify the permanent injunction
18 to add the domain hydrawire.tv. Plaintiffs further request an additional 90 days to
19 conduct damages discovery.

20 DATED: July 19, 2022

MUNGER, TOLLES & OLSON LLP

21 By: /s/ Kelly M. Klaus

22 KELLY M. KLAUS

23 Attorneys for Plaintiffs
24
25
26
27
28

CERTIFICATE OF SERVICE

I, Kelly M. Klaus, do hereby certify that service of **PLAINTIFFS' NOTICE OF MOTION AND MOTION [1] TO MODIFY PERMANENT INJUNCTION AND [2] FOR MORE TIME TO CONDUCT DAMAGES DISCOVERY, DECLARATION OF JAN VAN VOORN IN SUPPORT OF PLAINTIFFS' MOTION TO AMEND PERMANENT INJUNCTION, DECLARATION OF SHANNON AMINIRAD IN SUPPORT OF MOTION FOR MORE TIME TO CONDUCT DAMAGES DISCOVERY**, and **[PROPOSED] ORDERS** shall be made upon the Defendants, DOES 1-10 d/b/a PRIMEWIRE, by sending the aforementioned documents to the following email addresses:

admin@primewire.li
admin@primewire.ag
primewire.inbox@protonmail.com

Service shall be made on this day, July 19, 2022.

/s/ Kelly M. Klaus
Kelly M. Klaus