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

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

Plaintiffs,

vs.

DOES 1-10 d/b/a PRIMEWIRE,
Defendants.

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

**[PROPOSED] AMENDED
PERMANENT INJUNCTION**

Judge: Hon. Mark C. Scarsi
Courtroom: 7C

Trial Date: None Set

1 **[PROPOSED] AMENDED PERMANENT INJUNCTION**

2 This Order further amends the Permanent Injunction entered in this action by
 3 Plaintiffs Paramount Pictures Corporation; Universal City Studios Productions
 4 LLLP; Universal Content Productions LLC; Universal Television LLC; Warner
 5 Bros. Entertainment Inc.; Columbia Pictures Industries, Inc.; Disney Enterprises,
 6 Inc.; Netflix Studios, LLC; Netflix US, LLC; and Netflix Worldwide Entertainment,
 7 LLC (“Plaintiffs”) against Defendants Does 1 through 10, doing business as
 8 PrimeWire. Having carefully considered all the pleadings, documentary evidence,
 9 and arguments:

10 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

- 11 1. Defendants, and all individuals who serve as Defendants’ officers,
 12 agents, servants, employees and attorneys, and other persons who have
 13 notice of this injunction and are in privity with Defendants and/or
 14 acting in active concert or participation with Defendants, their officers,
 15 agents, servants employees or attorneys, ARE HEREBY
 16 RESTRAINED AND ENJOINED from:
- 17 a. linking to, distributing, reproducing, copying, hosting, uploading,
 18 making available for download, indexing, displaying, exhibiting,
 19 publicly performing (including without limitation streaming,
 20 transmitting, or otherwise communicating to the public), or
 21 otherwise exploiting or making any use of any rights under the
 22 Copyright Act in any motion picture or other audiovisual work
 23 (or portion(s) thereof in any form), the rights to which Plaintiffs
 24 or their affiliates own or control (“Copyrighted Works”);
- 25 b. taking any action that directly or indirectly enables, facilitates,
 26 permits, assists, solicits, encourages or induces any user or other
 27 third party (i) to link to, distribute, reproduce, copy, host, upload,
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1 download, index, display, exhibit, publicly perform (including
2 without limitation streaming, transmitting, or otherwise
3 communicating to the public), or otherwise use or exploit in any
4 manner any of Plaintiffs' Copyrighted Works or portion(s)
5 thereof; or (ii) to make available any of Plaintiffs' Copyrighted
6 Works or portion(s) thereof for linking to, distributing,
7 reproducing, copying, hosting, uploading, downloading,
8 indexing, displaying, exhibiting, publicly performing (including
9 without limitation streaming, transmitting, or otherwise
10 communicating to the public), or for any other use or means of
11 exploitation;

12 c. transferring or performing any function that results in the transfer
13 of the registration of the domain name of www.primewire.li,
14 www.primewire.ag, www.primewire.vc, www.primewire.tf, or
15 www.hydrawire.tv ("PrimeWire Websites") to any other
16 registrant or registrar other than as identified by Plaintiffs; and

17 d. assisting, aiding or abetting any other person or business entity in
18 engaging in or performing any of the activities referred to in the
19 above subparagraphs (a)-(c); and

20 2. In order to give practical effect to the Permanent Injunction, the
21 PrimeWire Websites are hereby ordered to be immediately transferred
22 by the Defendants, their assignees and/or successors-in-interest or title,
23 and/or the domain name registrars (currently Sarek Oy and Gandi SAS,
24 collectively "Registrars") to Plaintiffs' control. To the extent the
25 current Registrars do not facilitate the transfer of the PrimeWire
26 Websites to Plaintiffs' control within five (5) days of receipt of this
27 Judgment, upon Plaintiffs' request, Defendants and the top level
28 domain (TLD) registry for each of the PrimeWire Websites (Nic AG,

1 SWITCH, Afiliass, Inc., Association Française pour le Nommage
2 Internet en Coopération (A.F.N.I.C.), and Ministry of Finance and
3 Tourism, Tuvalu, administered by Verisign Global Registry Services.
4 collectively “Registries”), or their administrators, including backend
5 registry operators or administrators, shall, within thirty (30) days, (i)
6 change the registrar of record for the PrimeWire Websites to a registrar
7 of Plaintiffs’ choosing, and that registrar shall transfer the subject
8 domain names to Plaintiffs, or (ii) place the PrimeWire Websites on
9 registry hold status for the life of the current registration, thus removing
10 them from the TLD zone files maintained by the registries which link
11 the PrimeWire Websites to the IP addresses where the associated
12 websites are hosted.

- 13 3. The Court will retain jurisdiction to enforce the Permanent Injunction.
14 Plaintiff may request that the Permanent Injunction apply to additional
15 domains if the Court determines that the evidence sufficiently
16 establishes such domains are being operated by Defendants and
17 infringe Plaintiffs’ Copyrighted Works.

18 IT IS FURTHER ORDERED that Plaintiffs may complete service of process
19 by email for Defendants.
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DATED:

By: _____
The Honorable Mark C. Scarsi
United States District Court Judge