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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

WARNER BROS. ENTERTAINMENT  
INC.; UNIVERSAL CITY STUDIOS  
LLC; UNIVERSAL CITY STUDIOS  
PRODUCTIONS LLLP; UNIVERSAL  
CONTENT PRODUCTIONS LLC;  
UNIVERSAL TELEVISION LLC;  
AMAZON CONTENT SERVICES  
LLC; COLUMBIA PICTURES  
INDUSTRIES, INC.; DISNEY  
ENTERPRISES, INC.; NETFLIX  
STUDIOS, LLC; OPEN 4 BUSINESS  
PRODUCTIONS LLC; PARAMOUNT  
PICTURES CORPORATION;  
SCREEN GEMS, INC.; and SONY  
PICTURES ANIMATION INC.,

Plaintiffs,

vs.

JASON TUSA; and DOES 1-10 d/b/a  
ALTERED.CARBON TV, DIGITAL  
UNICORN MEDIA, SINGULARITY  
MEDIA, and AREA 51,

Defendants.

Case No. 2:21-cv-05456-VAP-AS

**[PROPOSED] DEFAULT  
JUDGMENT AND PERMANENT  
INJUNCTION**

Judge: Hon. Virginia A. Phillips

1           Upon reviewing the legal argument and evidence filed by Plaintiffs Warner  
2 Bros. Entertainment Inc.; Universal City Studios LLC; Universal City Studios  
3 Productions LLLP; Universal Content Productions LLC; Universal Television,  
4 LLC; Columbia Pictures Industries, Inc.; Disney Enterprises, Inc.; Open 4 Business  
5 Productions LLC; Paramount Pictures Corporation; Screen Gems, Inc.; and Sony  
6 Pictures Animation Inc. (collectively, “Plaintiffs”), in support of their Motion for  
7 Default Judgment (“Motion”); and having received no legal argument, evidence or  
8 responsive pleading filed by Defendant Jason Tusa on behalf of himself and any  
9 DOE businesses d/b/a/ Altered Carbon TV (“Defendant” or “Tusa”) in opposition  
10 thereto; and good cause appearing therefor, the Court HEREBY FINDS AND  
11 ORDERS as follows:

12           Defendant was regularly served with process and then failed to plead or  
13 otherwise defend this action. Defendant’s default was entered by the Clerk of Court  
14 on August 17, 2021. ECF No. 29. Plaintiffs have requested judgment, damages, a  
15 permanent injunction, post-judgment interest, and attorneys’ fees against Defendant.  
16 The Court has considered Plaintiffs’ Motion and supporting papers.

17           Good cause having been shown, and pursuant to Rules 54, 55(b)(2), 58(a),  
18 and 65 of the Federal Rules of Civil Procedure, **IT IS HEREBY ORDERED,**  
19 **ADJUDGED AND DECREED** that judgment be entered as follows:

20           1.       Defendant is liable for the payment of the \$16,350,000 in statutory  
21 damages. Defendant is liable for payment of the Settlement Sum set forth in  
22 paragraph 1 of the parties’ confidential Settlement Agreement (ECF No. 12-1, filed  
23 under seal), less any amounts already paid.

24           2.       Defendant is liable for the payment of post-judgment interest, pursuant  
25 to 28 U.S.C. § 1961(a), “at a rate equal to the weekly average 1-year constant  
26 maturity Treasury yield, as published by the Board of Governors of the Federal  
27 Reserve System, for the calendar week preceding the date of the judgment.”  
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1           3. Defendant is liable for the payment of attorneys’ fees in the amount of  
2 \$332,600 pursuant to L.R. 55-3 and 17 U.S.C. § 505.

3           4. Plaintiffs have satisfied the standards for a Permanent Injunction:  
4 (a) Plaintiffs have stated a claim on which relief can be granted that Tusa engaged in  
5 infringement of Plaintiffs’ copyrighted works (the “Copyrighted Works”);  
6 (b) Plaintiffs are likely to suffer irreparable harms if Tusa is not enjoined, including  
7 interference with Plaintiffs’ ability to control their Copyrighted Works, interference  
8 with Plaintiffs’ goodwill and relationships with licensees, harm to the rapidly  
9 evolving market for online streaming services, and the creation of consumer  
10 confusion about that market; (c) the balance of hardships tips decidedly in Plaintiffs’  
11 favor; and (d) the public interest is served by upholding Plaintiffs’ control over their  
12 copyrights and preserving the legitimate marketplace for the authorized  
13 dissemination of the Copyrighted Works.

14           Accordingly, Tusa—and all individuals who serve as Tusa’s officers, agents,  
15 servants, employees and attorneys, and other persons who are acting in active  
16 concert or participation with him or his officers, agents, servants employees or  
17 attorneys—ARE HEREBY PERMANENTLY ENJOINED as follows:

18           1. They shall permanently cease all operations of Altered.Carbon TV,  
19 Digital Media Unicorn, Singularity Media, Area 51, or any other unlicensed  
20 streaming service currently being operated under their control or to which they are  
21 providing any material assistance.

22           2. They shall be enjoined from operating any website, system, software,  
23 or service that is substantially similar to the Altered.Carbon TV, Digital Media  
24 Unicorn, Singularity Media, Area 51 or other service, by any brand or name, that  
25 facilitates access to the Copyrighted Works without authorization.

26           3. They are enjoined from infringing, whether directly or secondarily, any  
27 of Plaintiffs’ Copyrighted Works by any means, including by publicly performing,  
28 reproducing, or otherwise infringing the Copyrighted Works in any manner

1 (including by materially contributing to or intentionally inducing the infringement  
2 of) any of Plaintiffs’ exclusive rights under 17 U.S.C § 106 in any of their  
3 Copyrighted Works.

4 4. They shall not directly or indirectly take any additional steps to release  
5 publicly, distribute, transfer, or give any source code, object code, other technology,  
6 domain names, trademarks, brands, assets or goodwill in any way related to the Area  
7 51, Singularity Media, Digital Unicorn Media, or Altered Carbon services.

8 5. They may not knowingly take any action for the purpose or that has the  
9 effect of circumventing the requirements of this Preliminary Injunction.

10 IT IS FURTHER ORDERED that Internet Domain Service BS Corp.,  
11 Hostinger International, Ltd., and Hosting Concepts B.V. d/b/a Openprovider  
12 Registrar, the respective domain name registrars for the alteredcarbon.online,  
13 2pmtforever.com, catchingbutterflies.host, stealingkisses.me, dum.world, and  
14 twoavocados.us (together with any other domain used for infringement, “Infringing  
15 Domains”), as well as all other persons who are acting in active concert or  
16 participation with Defendant or his officers, agents, servants, employees or  
17 attorneys, who receive notice of this Injunction are ordered to disable public access  
18 to the Infringing Domains and take all reasonable steps to transfer ownership of the  
19 Infringing Domains to Plaintiffs.

20 IT IS FURTHER ORDERED, that Plaintiffs may complete service of  
21 process on Defendant and any officers, agents, servants, employees, attorneys and  
22 persons who are acting in active concert or participation with Defendant of this  
23 Order by Overnight Mail. Upon receipt of a copy of this Order, these individuals  
24 and entities shall cease directly or secondarily infringing any of Plaintiffs’  
25 Copyrighted Works by any means, including by publicly performing, reproducing,  
26 or otherwise infringing in any manner (including by materially contributing to or  
27 intentionally inducing the infringement of) any of Plaintiffs’ exclusive rights under  
28 17 U.S.C § 106 in any of the Copyrighted Works, including by providing access to

1 the Copyrighted Works through the Altered Carbon service (or any similar device or  
2 service, however named) or by any other means.

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4 DATED:

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By: \_\_\_\_\_  
Virginia A. Phillips  
United States District Judge

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