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MG PREMIUM LTD, a limited liability company organized under the laws of the Republic of Cyprus,

Plaintiff

vs.

JOHN DOES 4-20, d/b/a GOODPORN.TO, AMRIT KUMAR, an individual; LIZETTE LUNDBERG, an individual; and EMILIE BRUNN, an individual,

Defendants.

Case No. 21-cv-08533-MCS-KK

[PROPOSED] JUDGMENT

1 The Court having considered the Complaint, Entry of Default and Motion
2 for Default Judgment and the Pleadings and Order in this matter, hereby enters
3 judgment in favor of Plaintiff MG Premium Ltd and its successor Aylo Premium
4 Ltd (collectively in this Judgment “MG Premium”) as to Defendants Amrit Kumar,
5 Lizette Lundberg and Emile Brunn and their successor, predecessors, assigns,
6 agents or alter-egos (collectively, “Defendants”), as follows:

- 7 1. It is hereby **ORDERED, ADJUDGED and DECREED** that judgment is
8 entered on behalf of Plaintiff MG Premium and against Defendant Amrit
9 Kumar a/k/a “Krish Kumar” and his successors, predecessors, alter egos or
10 assigns, for statutory damages in the sum of \$21,570,000 for Plaintiff’s
11 claims for copyright infringement, inducement of copyright infringement,
12 vicarious copyright infringement and contributory copyright infringement;
- 13 2. It is hereby **ORDERED, ADJUDGED and DECREED** that Plaintiff MG
14 Premium Ltd, is the owner of all of the Subject Works identified in Exhibits
15 A, B, D, and E to the First Amended Complaint (Dkt. No. 30) in this action,
16 in addition, any works created by Plaintiff and added to Defendants’
17 websites during this proceeding (collectively the “Subject Works”);
- 18 3. It is hereby **ORDERED, ADJUDGED and DECREED** that the purported
19 “Bilateral Agreement” identified by Defendant Kumar in his answer to the
20 First Amended Complaint does not reflect any agreement with Plaintiff
21 regarding the Subject Works, and it is a void, inoperative, and fabricated
22 document displaying a forged signature of an individual who had no signing
23 authority for Plaintiff;
- 24 4. It is hereby **ORDERED, ADJUDGED and DECREED** that Defendants
25 and their respective agents, servants, officers, directors, employees,
26 attorneys, privies, representatives, successors and assigns and parent and
27 subsidiary corporations or other related entities, and any or all persons
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1 acting in concert or participation with any of them, or under their direction
2 or control, are permanently enjoined from:

3 (1) Hosting, linking to, distributing, reproducing, copying, downloading,
4 uploading, making available for download, indexing, displaying, exhibiting,
5 communicating to the public, streaming, transmitting, or otherwise
6 exploiting or making any use of any of MG Premium’s copyrighted works,
7 including the Subject Works, or any portion(s) thereof in any form;

8 (2) Enabling, facilitating, permitting, assisting, soliciting, encouraging or
9 inducing, whether directly or indirectly, any user or other third party (i) to
10 host, link to, distribute, reproduce, copy, download, upload, make available
11 for download, index, display, exhibit, communicate to the public, stream,
12 transmit, or otherwise exploit or make any use of MG Premium’s
13 copyrighted works, including the Subject Works, or portion(s) thereof; or
14 (ii) to make available any of MG Premium’s copyrighted works, including
15 the Subject Works, for hosting, linking to, distributing, reproducing,
16 copying, downloading, uploading, making available for download,
17 indexing, displaying, exhibiting, communicating to the public, streaming,
18 transmitting, or other exploitation or use;

19 (3) Using, operating, maintaining, distributing, or supporting any
20 computer server, website, software, domain name, email address, social
21 media account, bank account, or payment processing system in connection
22 with the hosting, linking to, distributing, reproducing, copying,
23 downloading, uploading, making available for download, indexing,
24 displaying, exhibiting, communicating to the public, streaming,
25 transmitting, or other exploitation or use of any of MG Premium’s
26 copyrighted works, including the Subject Works;

27 (4) Enabling, facilitating, permitting, assisting, soliciting, encouraging or
28 inducing, whether directly or indirectly, any user or other third party to visit

1 any website, including but not limited to any website operated by
2 Defendants, that hosts, links to, distributes, reproduces, copies, downloads,
3 uploads, makes available for download, indexes, displays, exhibits,
4 communicates to the public, streams, transmits, or otherwise exploits or
5 makes any use of MG Premium’s copyrighted works, including the Subject
6 Works, or portion(s) thereof;

7 (5) Transferring or performing any function that results in the transfer of
8 the registration of Goodporn.to, Goodporn.se, GPStatus.org (collectively
9 the “Goodporn Websites) to any other registrant or registrar; and

10 (6) Assisting, aiding or abetting any other person or business entity in
11 engaging in or performing any of the activities referred to in this Paragraph
12 including infringing upon any of Plaintiff’s copyrighted works.

13 5. It is hereby **ORDERED, ADJUDGED and DECREED** that Defendants,
14 their agents, servants, officers, directors, employees, attorneys, privies,
15 representatives, successors and assigns and parent and subsidiary
16 corporations or other related entities, and any or all persons or entity acting
17 in concert or participation with any of them, or under their direction or
18 control, including any internet search engines, web hosting and Internet
19 service providers, domain name registrars, domain name registries and
20 other service or software providers, are Ordered, within five (5) business
21 days from the service of this Order:

22 (1) To block or use reasonable efforts to attempt to block access by
23 United States users of the Goodporn Websites by blocking or attempting to
24 block access to all domains, subdomains, URLs, and/or IP Addresses that
25 have as its sole or predominant purpose to enable to facilitate access to the
26 Goodporn Websites; and

1 (2) To re-route all domains, subdomains, URLs, and/or IP Addresses that
2 provide access to each and every URL available from each of the Goodporn
3 Websites and their domains and subdomains.

4 6. It is hereby **ORDERED, ADJUDGED and DECREED** that Defendants
5 are ordered to file with the Court and serve upon Plaintiff, within thirty
6 (30) after the entry of an injunction, a report in writing and under oath,
7 setting forth in detail the manner and form in which Defendants have
8 complied with any ordered injunction;

9 7. It is hereby **ORDERED, ADJUDGED and DECREED** that:

10 (i) Tonic Corporation the operator of the .to registry, change the registrar of
11 record for the domain name Goodporn.to to MG Premium's registrar of
12 choice, EuroDNS, and that EuroDNS change the registrant of the domain
13 name Goodporn.to to MG Premium. These efforts shall be done at MG
14 Premium's reasonable expense;

15 ;

16 (ii) The Internet Infrastructure Foundation, the operator of the .se registry,
17 change the registrar of record for the domain name Goodporn.se to MG
18 Premium's registrar of choice, EuroDNS, and that EuroDNS change the
19 registrant of the domain name Goodporn.se to MG Premium. These efforts
20 shall be done at MG Premium's reasonable expense.is ordered to disable
21 and transfer GPStatus.org to MG Premium Ltd;

22 (iii) Public Interest Registry, the operator of the .org registry, change the
23 registrar of record for the domain name GPstatus.org to MG Premium's
24 registrar of choice, EuroDNS, and that EuroDNS change the registrant of
25 the domain name GPstatus.org to MG Premium. These efforts shall be done
26 at MG Premium's reasonable expense.It is hereby **ORDERED,**
27 **ADJUDGED and DECREED** that Defendants Kumar, Lundberg and
28 Brunn shall, within 10 days of service of this Order, provide color copies of

1 notarized government-issued identification, with current address and
2 contact information; It is hereby **ORDERED, ADJUDGED and**
3 **DECREED** that, because of Defendants’ deceptive conduct and anonymity,
4 and the likelihood that they will attempt to re-monetize Plaintiff’s works
5 after wasting extensive judicial resources, Defendants Kumar, Lundberg
6 and Brunn, and the operators of Goodporn are referred to the Department of
7 Justice for potential review in connection with this matter; .

8 8. It is hereby **ORDERED, ADJUDGED and DECREED** that Judgment is
9 entered in favor of Plaintiff/Counterdefendant MG Premium Ltd and
10 against Couterclaimants Kumar and Lundberg on all Counterclaims
11 asserted by Kumar and Lundberg in this matter;

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13 9. It is hereby **ORDERED, ADJUDGED and DECREED** that Defendants
14 shall pay to MG Premium Ltd. its attorney’s fees of \$163,968.00 and costs
15 of suit of \$18,892.00 for a total of 176,175;

16 10. It hereby **ORDERED, ADJUDGED and DECREED** that MG Premium
17 is entitled to all applicable prejudgment and post-judgment interest in this
18 matter;

19 Violation of this Order shall subject Defendant and all other persons bound by
20 the Order to all applicable penalties, including contempt of Court.

21 The Court shall retain jurisdiction over this action for the purpose of enforcing
22 this final Judgment.

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26 **IT IS SO ORDERED.**

27 Dated:

By: _____

Honorable Marc C. Scarsi

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