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

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

17 Plaintiff,

18 vs.

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

24 Defendants.

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

**PLAINTIFF MG PREMIUM LTD'S  
MOTION FOR DEFAULT  
JUDGMENT AGAINST  
DEFENDANTS**

Date: Jan. 8, 2024  
Time: 9:00 a.m.  
Judge: Hon. Marc Scarsi  
Courtroom: Courtroom 7C  
First Street Courthouse, 350 W. 1st  
Street, Los Angeles, California 90012

1 TO THE JUDGES OF THIS COURT AND DEFENDANT AMRIT KUMAR:

2 PLEASE TAKE NOTICE THAT on January 8, 2024 at 9:00 a.m., or as soon  
3 thereafter as this matter may be heard by the above-entitled Court, located in  
4 Courtroom 7C at 350 West 1st Street, 9th Floor, Los Angeles, California 90012-  
5 4565, Plaintiff MG PREMIUM LTD (“Plaintiff”) will present its motion for a  
6 default judgment against Defendants Amrit Kumar, Lizette Lundberg, Emile Brunn  
7 and John Does 4 - 20 (“Defendants”).

8 1. The accompanying Declaration of Eric Bjorgum establishes the  
9 matters identified in Local Rule 55.

10 2. As detailed in the accompanying pleadings, papers on file, and orders  
11 of this Court, Plaintiff has a vast library of protected copyrights that have been  
12 infringed en masse by Defendant. Defendant has failed to appear in this action.

13 3. By this Motion, Plaintiff seeks damages, including statutory damages  
14 for willful infringement, injunctive relief, and attorneys’ fees.

15 This Motion is based on this Notice and Motion, Memorandum of Points  
16 and Authorities, the attached Declaration of A. Eric Bjorgum, the Proposed  
17 Judgment filed herewith, and the pleadings, files, and other matters that may be  
18 presented at the hearing.

19  
20 Dated: December 11, 2023

**KARISH & BJORGUM, PC**

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**MEMORANDUM OF POINTS AND AUTHORITIES**

1  
2 Plaintiff, MG Premium Ltd (hereinafter “MG Premium Ltd” or the  
3 “Plaintiff”) hereby moves the Court, in accordance with Fed.R.Civ.P. 55 and  
4 Local Rule 55, for Default Judgment against Defendants Amrit Kumar a/k/a Krish  
5 Kumar (“Kumar”), Lizette Lundberg (“Lundberg”) and Emile Brunn (“Brunn”)  
6 (collectively, “Defendants<sup>1</sup>”), through its counsel, A. Eric Bjorgum of Karish &  
7 Bjorgum, PC.  
8

9 **I. INTRODUCTION**

10 This case reveals one of the most audacious schemes utilized by copyright  
11 pirates. In short, Defendants admitted copying over 21,000 of Plaintiff’s registered  
12 copyrighted works at the time the case was filed -- on the basis of an obviously  
13 fraudulent “bilateral agreement” whereby Defendant Kumar allegedly purchased  
14 Plaintiff’s enormous intellectual property library for \$25 million in  
15 cryptocurrency. documented by nothing more than a single, barely  
16

17  
18  
19 1 “Defendants” are in two groups: Kumar (owner and operator of the subject  
20 websites), and Lundberg/Brunn (the “freelancers” who sent DMCA counternotices  
21 stating “we” own the infringing material, but do not admit affiliation with Kumar  
22 and incredibly claim they were put up to the counternotices that Plaintiff’s agent).  
23 There was some confusion in the summary judgment briefing about the use of  
24 “Defendants.” It generally refers to Kumar and his agents (for which Brunn and  
25 Lundberg clearly qualify), successors and predecessors. However, at times  
26 Lundberg and Brunn are called out individually for their standing as individuals  
27 who asserted ownership of the Works separate from Kumar’s assertion by contract.  
28 Further, given that “Amrit Kumar” is most likely a false name, “Defendants” is  
used to leave open the possibility that further “Doe” amendments may be necessary.

1 comprehensible four page contract “signed” on Plaintiff’s behalf by someone who  
2 never worked for Plaintiff.

3 As this case has proceeded for two years, Defendant “Amrit Kumar”  
4 continued to reap profit from this scheme. Operating covertly behind proxy  
5 internet protocol addresses, anonymous email servers, and fake physical  
6 addresses, Kumar adopted the guise of a “pro per” litigant while engaging  
7 ghostwriters, dodging depositions, eschewing telephone or video communication  
8 with counsel, and submitting falsified evidence of copyright ownership. Kumar  
9 and his cohorts even interfered with Plaintiff’s Google and Twitter feeds while the  
10 case was pending. Meanwhile, Plaintiff has patiently developed its case, adhered  
11 to the rules, and continues to suffer losses because of Defendants’ actions.

12 Plaintiff initiated this action in October, 2021, seeking damages and  
13 injunctive relief under the Copyright Act, 17 U.S.C. § 101 *et seq.* Dkt. No. 1.  
14 Plaintiff filed successful motions for early discovery and to serve by email. (Dkt.  
15 Nos. 14, 18.) In August 2022, Defendant Kumar filed a motion to dismiss for lack  
16 of personal jurisdiction and forum nonconveniens (Dkt. No. 23), which was  
17 denied (Dkt. No. 46).

18 Then, for the first time, Defendant Kumar asserted ownership of MG  
19 content through a contract (the “bilateral agreement”) which this Court eventually  
20 identified as failing to “bear any indicia of reliability or authenticity.” (Dkt. No.  
21 196 at 7.) Thus, Kumar admitted copying but claimed that he owned the copied  
22 material; after that evidence was discredited, his case was baseless.

23 Nevertheless, Kumar engaged in extensive litigation that had three themes:  
24 (i) the inauthentic bilateral agreement; (ii) he is pro per; and (iii) he lives in India  
25 and does not speak English. Due to his assertions as a pro per and non-English  
26 speaker, Kumar was afforded deference by the Court. In over two years of  
27 proceedings, Defendants (i) never communicated directly with opposing counsel  
28 other than by email; (ii) never appeared for a deposition, in violation of multiple

1 Court Order to appear; (iii) failed to appear at a Court-ordered test conference to  
2 ensure equipment worked after requesting a video settlement conference; (iv)  
3 repeatedly filed procedurally improper motions to reconsider and ex parte  
4 applications; (v) failed to pay Court ordered sanctions; (vi) generally violated  
5 Court Orders and (vii) provided false mailing addresses which have littered the  
6 docket with over thirty returned mailings. Ultimately, Defendants failed to attend  
7 the Final Pretrial Conference. It is clear that Defendants' only interest is in delay to  
8 keep their websites generating ad revenue.

9 As of the date of this filing, following the Court's Order of infringement on  
10 two claims under on summary judgment, Defendants continue to utilize the  
11 domains Goodporn.to, Goodporn.se, Gpstatus.org *and* continue to display  
12 Plaintiff's copyrighted materials. With an ample foundation of Defendants'  
13 wrongdoing, Plaintiff requests broad relief on this Motion.

## 14 15 **II. FACTS**

16 In addition to the facts identified above and found in this Court's Summary  
17 Judgment ruling (Dkt. No. 195), Plaintiff would call Kumar's egregious discovery  
18 conduct, which was proceeding before Magistrate Judge Kato (now elevated to the  
19 District Court). Following his failure to appear at multiple depositions (including  
20 two ordered by the Magistrate), Judge Kato issued a Report and Recommendation  
21 calling for terminating sanctions. The details of that report show Defendants'  
22 callous disregard for the judicial system by forcing depositions to occur in the  
23 middle of the night and never appearing, thus taking valuable time from litigation  
24 support staff as well as attorneys and parties.

25 In one such instance, Defendant Kumar was directed to participate in a  
26 deposition scheduled for June. Two attempts were made in the middle of the night  
27 (Pacific Standard Time) due to defendant's refusal to appear any other time. The  
28 virtual deposition room remained accessible for nearly 24 hours, with multiple

1 unsuccessful attempts to contact Kumar made via phone and emails. Judge Kato  
2 issued a final order for Kumar to appear, and once again he claimed “technical  
3 issues” and failed to logon to the deposition or call any of the half dozen phone  
4 numbers he was provided.

5 Knowing that Kumar had previously claimed technical difficulties, Judge  
6 Kato allowed the settlement conference to occur on video, provided the video was  
7 tested first. The Plaintiff parties, from three countries, contacted and successfully  
8 tested their equipment with the Court’s office. Defendants wholly failed to attend.  
9 Defendant Kumar hired a person whom the clerk stated identified herself as  
10 “Jennifer,” with no last name, then disappeared. Defendants Lundburg and Brunn  
11 never appeared.

12 As a result of actions regarding the settlement conference, Judge Kato  
13 sanctioned Brunn and Lundburg \$250 each for the settlement conference non-  
14 appearance. Lundburg has additionally been sanctioned \$7,000 due to Plaintiff for  
15 attorney's fees as Lundburg filed a claim stricken under the Anti-SLAPP statute.  
16 Defendant Kumar has been sanctioned \$4,000 for costs to Plaintiff as a result of  
17 his non-appearances at depositions. No sanctions have ever been paid.

18 Defendant has continued to earn income and profits from infringing  
19 on thousands of Paintiff’s copyrighted works by advertising on the Goodporn  
20 website. (FAC ¶ 36).

21 Furthermore, videos on Defendant’s sites may be shared on other  
22 sites. Such functionality makes it impossible to know how many times and where  
23 an unlicensed copyrighted videos have been posted and displayed illegally as a  
24 direct result of Defendant’s unlawful display. (FAC ¶ 38.)

25 Thus, as further explained below, the Court should enter default  
26 judgment against Kumar. pursuant to Fed. R. Civ. P. 55(b)(2).

27  
28

1 **III. STANDARD**

2 Federal Rule of Civil Procedure 55(b)(2) permits the Court to enter default  
3 judgment. On entry of default, well-pleaded allegations in the complaint  
4 concerning liability are taken as true. However, damages must be  
5 proven. *Garamendi v. Henin*, 683 F.3d 1069, 1080 (9th Cir. 2012) (citing *Geddes*  
6 *v. United Fin. Grp.*, 559 F.2d 557, 560 (9th Cir. 1977)).

7 Courts consider several factors in determining whether to enter default  
8 judgment: "(1) the possibility of prejudice to the plaintiff, (2) the merits of  
9 plaintiff's substantive claim, (3) the sufficiency of the complaint, (4) the sum of  
10 money at stake in the action[,] (5) the possibility of a dispute concerning material  
11 facts[,] (6) whether the default was due to excusable neglect, and (7) the strong  
12 policy underlying the Federal Rules of Civil Procedure favoring decisions on the  
13 merits." *Eitel v. McCool*, 782 F.2d 1470, 1471-72 (9th Cir. 1986). In addition, the  
14 Court must first address whether it may exercise subject-matter jurisdiction and  
15 personal jurisdiction over Defendants and whether Plaintiff properly served  
16 Defendants. *In re Tuli*, 172 F.3d 707, 712 (9th Cir. 1999).

17 Finally, Local Rule 55-1 requires the party seeking default judgment to  
18 submit a declaration establishing (1) when and against which party the default was  
19 entered; (2) the identification of the pleading to which default was entered; (3)  
20 whether the defaulting party is an infant or incompetent person, and if so, whether  
21 that person is represented by a general guardian.

22  
23 **IV. ARGUMENT**

24 **A. This Court has Jurisdiction Over the Subject Matter And The**  
25 **Defendant.**

26 This Court has subject matter jurisdiction pursuant to 17 U.S.C. §§ 101 et  
27 seq., 28 U.S.C. § 1331 and 28 U.S.C. § 1338.

1 This Court has personal jurisdiction over Defendants, as was established in  
2 prior briefing, which resulted in this Court’s Order at Dkt. No. . *See, e.g., Will*  
3 *Co. v. Ka Yeung Lee*, 47 F.4th 917, 919 (9<sup>th</sup> Cir. 2022). Per the Court’s suggestion  
4 at the Pretrial Conference, that briefing is not required here. Venue is proper in  
5 this Court pursuant to 28 U.S.C. §§1391(b), (c) and (d); and 28 U.S.C. §1400(a).

6  
7 **B. Default Judgment is Warranted under the *Eitel* Factors.**

8 **1. There Is A High Possibility MG Premium Will Be Prejudiced**  
9 **Without a Default Judgment.**

10 Plaintiff will be prejudiced if a default judgment is not entered.

11 Plaintiff did substantial work in developing this case, and Defendant  
12 resisted where necessary to create delay. Finally, when it came time to proceed  
13 with the trial, Defendants were nowhere to be found. If default judgment is not  
14 entered for Plaintiff, its patient development of the record will all be for naught.

15 Plaintiff has done everything possible to allow Defendants due process.  
16 They aren’t interested, but now the final step of entry of judgment is upon them.  
17 Without a judgment, Plaintiff’s efforts to stop the illegal exploitation of its  
18 copyright protected works and the orders of the Court are essentially meaningless.  
19 Defendant Kumar has demonstrated that he will not honor a judgment and will do  
20 anything to keep his pirate operation in business.

21 If Plaintiff’s request for default judgment is not granted, Plaintiff “will  
22 likely be without recourse for recovery.” *PepsiCo, Inc. v. Cal. Sec. Cans*, 238 F.  
23 Supp.2d 1172, 1177 (C.D. Cal. 2002). Moreover, due to the fact that Plaintiff has  
24 stated a valid copyright claim, it “undeniably would be prejudiced absent an entry  
25 of permanent injunctive relief [by] default judgment.” *PepsiCo, Inc. v.*  
26 *Distribuidora La Matagalpa, Inc.*, 510 F. Supp.2d 1110, 1116 (S.D. Fla. 2007).

27 Additionally, absent a fulsome default judgment awarding damages,  
28 equitable relief, and fees, there would be no reason for Defendant and others

1 similarly situated not to engage in similar schemes to string along litigation for  
2 years while they pirate and profit from the Plaintiff’s copyrighted works, which  
3 Defendant already has in its possession.

4 **2. The Merits of Plaintiff’s Substantive Claim and the**  
5 **Sufficiency of the Complaint Warrant Default.**

6 Factors two and three of the *Eitel* test require an analysis of MG’s claims  
7 and the sufficiency of the Complaint. First, everything in the complaint is deemed  
8 to be true because of the default.

9 **a. The Court Should Enter Judgment on the Copyright**  
10 **Infringement Claim.**

11 The First Cause of Action is for Direct Copyright Infringement. “[T]o  
12 prevail on a claim of copyright infringement, the Plaintiff must demonstrate both  
13 (1) the ownership of a valid copyright and (2) infringement of the copyright by the  
14 defendant.” *Funky Films, Inc. v. Time Warner Entertainment Company, L.P.*, 462  
15 F.3d 1072, 1076 (9th Cir. 2006). Again, on entry of default, well-pleaded  
16 allegations in the complaint concerning liability are taken as true. However,  
17 damages must be proven. *Garamendi v. Henin*, 683 F.3d 1069, 1080 (9th Cir.  
18 2012).

19 The FAC adequately alleged copyright infringement. It alleged ownership,  
20 i.e., that “MG Premium is the owner of valid and registered copyrights in the  
21 Subject Works.” (FAC ¶ 58.) It further alleged copying and infringement:

22 Defendants have infringed, and are continuing to infringe, MG  
23 Premium’s copyrights by reproducing, adapting, distributing, and/or  
24 publicly displaying and authorizing others to reproduce, adapt,  
25 distribute, and/or publicly display copyrighted portions and elements of  
26 the Subject Works, and/or the Subject Works in their entirety, without  
27 authorization, in violation of the Copyright Act, 17 U.S.C. § 101 *et seq.*  
28

1 (FAC, ¶ 60.)

2 The FAC also alleged that Defendants were not authorized to display the  
3 Works (¶ 62), that infringement was willful (¶¶ 64-65), and that Defendants  
4 actively uploaded the infringed works (¶ 67). Though Plaintiff still must show  
5 damages, it should be noted that the FAC alleges conduct supporting both direct  
6 and indirect damages. (FAC, ¶¶ 74-77.)

7 Further, in granting summary judgment, the Court found ownership and  
8 copying established and that only the “volitional” element of causation was  
9 needed. (Dkt. No. 195.) That element should be presumed because the FAC is  
10 now deemed to be true, and, because of Defendant’s refusal to sit for deposition,  
11 the element could not be established directly.

12 Moreover, causation can be inferred from Defendant’s admissions. On a  
13 false DMCA notice dated August 5, 2022, Defendant Kumar wrote that he has  
14 “Full ownership of Brazzers videos, galleries, stories and etc has transferred to me  
15 according to a contract that I have made with MG Premium LTD.” (See Dkt 30-1  
16 Exhibit D, Page 2). His answer to the FAC states at ¶ 3 that “The Defendant  
17 asserts that he is the owner of the contents in question as a result of a contract with  
18 MG Premium. The Defendant denies any infringement of the Plaintiff’s  
19 copyrights.” Finally, these are not “upload” or UGC websites; Kumar is the only  
20 person who could have loaded the materials.

21 Defendant actively displayed 1,438 of MG’s copyright-protected works on  
22 1,438 separate and distinct webpages (see Dkt 30-1 Exhibits A & B). All of these  
23 works, with more added regularly, have been made available since the initial filing  
24 of this case.

25 **b. The Court Should Enter Judgment on the Inducement of**  
26 **Infringement Claim.**

27 As the Court stated in its summary judgment ruling, inducement of  
28 infringement requires “ (1) the distribution of a device or product, (2) acts of

1 infringement, (3) an object of promoting its use to infringe copyright, and (4)  
2 causation.” (Dkt. No. 195, quoting *Columbia Pictures Indus., Inc. v. Fung*, 710  
3 F.3d 1020, 1032 (9th Cir. 2013) (detailing the elements propounded in *Metro-*  
4 *Goldwyn-Mayer Studios Inc. v. Grokster, Ltd.*, 545 U.S. 913, 936–37 (2005)).

5 Inducement was adequately pleaded in ¶¶ 78 - 88 of the FAC, and those  
6 allegations are conceded as true under the entered default. Further, the Court  
7 granted Plaintiff’s motion for summary judgment on inducement. Reviewing the  
8 record, the Court found, *inter alia*:

9 Defendants’ offer of “services available on the Internet” and the  
10 copying of MG Premium’s works onto the website, whether by  
11 Defendants themselves or by goodporn.to visitors, satisfy the first two  
12 *Grokster* elements. *Fung*, 710 F.3d at 1033.

13 The third and fourth *Grokster* elements are also met here, where  
14 Defendants actively promote the ability to upload and download MG  
15 Premium’s copyrighted works.  
16 (Dkt. No. 195 at 10.) For these reasons, judgment should be entered on the  
17 second cause of action.

18 **c. The Court Should Enter Judgment on the Vicarious**  
19 **Infringement Claim.**

20 Plaintiff should also be granted judgment on the vicarious infringement  
21 claim. As noted by the Court in Dkt. No. 195 at page 10,

22 To prevail on a claim for vicarious infringement, a plaintiff must prove the  
23 defendant has (1) the right and ability to supervise the infringing conduct  
24 and (2) a direct financial interest in the infringing activity.” *Giganews*, 847  
25 F.3d at 673.

26 “[V]icarious infringement’s roots lie in the agency principles of *respondeat*  
27 *superior*.” *Perfect 10, Inc. v. Visa Int’l Serv. Ass’n*, 494 F.3d 788, 802 (9th  
28 Cir. 2007).

1 In its ruling on summary judgment, the Court denied Plaintiff’s motion and  
2 reasoned:

3 MG Premium offers no basis in law or fact to prove that Kumar  
4 enjoys any right or ability to “stop or limit the directly infringing  
5 conduct, as well as the practical ability to do so.” *Perfect 10, Inc v.*  
6 *Amazon.com, Inc.*, 508 F.3d 1146, 1173 (9th Cir. 2007). Certainly, if  
7 one of Kumar’s employees or agents uploaded, downloaded, or  
8 otherwise copied the infringing works, MG Premium could  
9 demonstrate the requisite supervisory control.

10 But MG Premium offers no facts from which the Court could  
11 make such a determination for any third party.

12 However, that difficulty of proof is now remedied by the fact that the FAC  
13 is presumed to be true. The FAC states that Defendants “are vicariously liable for  
14 the infringement alleged herein because they had the right and ability to supervise  
15 the infringing conduct and because they had a direct financial interest in the  
16 infringing conduct.” (FAC, ¶ 92.)

17 Moreover, as the Court saw at the Pretrial Conference, proof is nearly  
18 impossible when Defendants do not participate in the litigation process. Any  
19 questions about Defendants’ business could have been resolved at trial during  
20 cross-examination, but Defendants gave no indication they would appear at trial.  
21 Thus, those questions are now moot because the FAC is deemed to be true.

22 **d. The Court Should Enter Judgment on the Contributory**  
23 **Infringement Claim.**

24 Plaintiff should also be granted judgment on the contributory infringement  
25 claim. As noted by the Court in Dkt. No. 195 at page 11:

26 Contributory copyright infringement “may be imposed for intentionally  
27 encouraging infringement through specific acts.” *Amazon.com*, 508 F.3d at  
28 1170.

1 “[O]ne contributorily infringes when he (1) has knowledge of another’s  
2 infringement and (2) either (a) materially contributes to or (b) induces that  
3 infringement.” *Visa*, 494 F.3d at 795.

4 In the Summary Judgment ruling, the Court found “no factual disputes preventing  
5 the grant of summary judgment.” (Dkt. No. 195.) The Court found that MG  
6 demonstrated that all Defendants had knowledge of the infringement and  
7 reincorporated its arguments regarding inducement on the *Grokster* factors. (Dkt.  
8 No. 195 at 11.) The claim was also adequately pleaded in Paragraphs 89 - 97 of  
9 the FAC. Therefore, judgment should be granted on the claim for contributory  
10 infringement.

11 **e. The Court Should Enter Judgment on the Declaratory Relief**  
12 **Claims.**

13 The Court should also enter Judgment on Plaintiff’s claims seeking a  
14 declaration of ownership. Plaintiff’s motion for summary did not move  
15 specifically for judgment on the declaratory relief causes of action, but judgment  
16 is appropriate now because of the default and because the Court’s Order on  
17 Summary Judgment thoroughly discredited Defendant’s “bilateral agreement” -  
18 the only basis for their alleged ownership.

19 Moreover, the Declaratory Relief claims were added in the FAC in response  
20 to Kumar’s assertion of ownership and DMCA counter-notices filed by  
21 Defendants Lundberg and Brunn. Because those counternotices claimed “we own”  
22 the Subject Works, Plaintiff presumed these defendants were operating with  
23 Kumar. Surprisingly, they later claimed to be “freelancers” who were hired by  
24 Plaintiff’s agent Jason Tucker. This claim was facially absurd, and there was  
25 absolutely no basis for it.

26 Assertions of ownership were attached to the FAC as Exhibits C - E, and  
27 their invalidity is proven and incorporated in the default through Paragraphs 98 -  
28 103.

1                   **3. The Amount of Money At Stake Is Substantial, As Is**  
2 **Defendants’ Infringement.**

3                   As shown below in section III., actual damages could be calculated at over  
4 \$215,000,000, thus statutory damages of \$21,570,000 are appropriate (at a  
5 statutory assessment of \$15,000 per infringement) for Defendants’ willful  
6 infringement. Only a large award will serve to deter these arrogant Defendants  
7 from future illegal action. Accordingly, because this amount is so large, factor  
8 four also favors entry of a default judgment.

9                   **4. The Remaining Factors.**

10                  Factors five, six, and seven have also been satisfied. There can be little  
11 dispute as to the material facts. Plaintiff documented 1,438 infringements of its  
12 copyrighted works on the Defendant’s website. Plaintiff has demonstrated that it  
13 owns the copyrights for these works, that registration occurred before the  
14 infringing activity, that Defendant had no authority to display Plaintiff’s  
15 copyrighted works.

16                  There is no evidence that there is a dispute concerning material facts or that  
17 default was due to excusable neglect. With regard to factor seven, although  
18 “[c]ases should be decided upon their merits whenever reasonably possible,” *Eitel*,  
19 782 F.2d at 1472, the mere existence of Rule 55(b) “indicates that this preference,  
20 standing alone, is not dispositive.” *Cal. Security Cans*, 238 F.Supp. at 1777.  
21 Moreover, Defendant’s failure to answer or otherwise respond to the Complaint  
22 “makes a decision on the merits impractical, if not impossible.” *Id.*

23  
24                  **C. The Specific Remedies Sought Are Authorized and Appropriate.**

25                   **1. Statutory Damages Are Authorized.**

26                  The Copyright Act provides for a plaintiff to recover, at its election, either  
27 (1) its actual damages and (to the extent not redundant) defendant’s profits  
28 attributable to infringement, or (2) statutory damages.

1 If the works were registered with the U.S. Copyright Office prior to the  
2 commencement of the infringing activity (they were), the copyright holder may  
3 elect statutory damages in the amount of \$750.00 to \$30,000.00 per work,  
4 increased to \$150,000.00 in cases (such as this one) of willful infringement. 17  
5 U.S.C. § 504(C).

6 Here, 1,438 of Plaintiff's registered US copyrighted works are displayed by  
7 Defendant on Defendant's website Goodporn.to. The value of Plaintiff's content,  
8 the damage caused by Defendant's unauthorized reproduction and distribution to  
9 hundreds of thousands of potential consumers, and the willfulness of Defendant's  
10 infringing actions, warrant a sizeable award.

11 Because actual damages are often difficult to prove, statutory damages have  
12 been authorized to make such proof unnecessary. *Chi-Boy Music v. Charlie Club,*  
13 *Inc.*, 930 F.2d 1224, 1229 (7th Cir. 1991). Where timely registered works are  
14 infringed, the Copyright Act authorizes statutory damages. 17 U.S.C. §504(c).  
15 Where, as here, infringement is "willful," the amount may be as high as \$150,000  
16 for each infringed work. *Id.* Congress increased the maximum from \$100,000 to  
17 \$150,000 because it found large awards to be necessary and desirable to deter the  
18 great temptation to infringement posed by modern computer technology. H.R.  
19 Rep. No. 106-216 (1999), pp. 6-7. The critical purpose of deterring similar  
20 misconduct permits a maximum per work award for willful infringement, even  
21 where the infringement caused little to no damage. *Superior Form Builders, Inc. v.*  
22 *Dan Chase Taxidermy Supply Co.*, 74 F.3d 488, 496-97 (4th Cir. 1996) (collecting  
23 authority and sustaining maximum awards despite no proof of actual damages);  
24 *F.W. Woolworth Co. v. Contemporary Arts, Inc.*, 344 U.S. 228, 234 (1952) (for  
25 willful infringement a maximum award is permissible "even for uninjurious and  
26 unprofitable invasions").

27 Defendant's conduct has caused and continues to cause damage to Plaintiff,  
28 and Plaintiff has no adequate remedy at law to compensate for all of the possible

1 damages stemming from Defendant’s conduct. Pursuant to 17 U.S.C § 504(c),  
2 Plaintiff elects the right to recover statutory damages but submits this application  
3 with actual damages discussed to support the requested damages amount. Plaintiff  
4 is prepared to offer additional in-court testimony with respect to actual damages.

## 5 6 **2. Defendant Has Damaged Plaintiff.**

7 Plaintiff owns one of the largest portfolios of premium adult-oriented  
8 audiovisual content in the world. In its library of works, Plaintiff is the copyright  
9 holder of “Reality Kings,” “Brazzers,” “MOFOS,” “Babes.com,” and “Twistys”.  
10 These are the most well-known and popular brands in the legal adult  
11 entertainment industry.

12 The sale of memberships to Plaintiff’s paid membership websites where  
13 Plaintiff offers its copyrighted works is directly damaged by Defendant’s display  
14 of its works for free. Simply stated, potential customers of Plaintiff will not pay  
15 monthly rates for the right to access and view content that is available for free.

16 Internet traffic on Goodporn.to is *extensive*. For the three-month period  
17 ending August 2021, the Goodporn.to website averaged approximately 5.75  
18 million visitors monthly. Complaint ¶ 10. The least expensive of Plaintiff’s  
19 monthly paid memberships is Brazzers at \$9.99 per month. Tucker Decl., ¶ 19.  
20 Lost revenue to Plaintiff, for the Goodporn.to users that had access to Plaintiff’s  
21 Brazzers works for free in one month alone had a potential value of  
22 \$57,442,500.00 during that time (5.75M x \$9.99).

23 It is not possible to calculate an exact loss from a pirate service such as  
24 Goodporn.to. If even a fraction of those 5.75M monthly visitors would have paid  
25 for membership but for Goodporn.to, Plaintiff would have suffered substantial  
26 revenue losses. Additionally, the calculation does not account the fact that  
27 Plaintiff’s works on Goodporn.to and Goodporn.se could be embedded and shared  
28 throughout the internet, resulting in an immeasurable loss of potential customers.

1 In *Perfect 10, Inc. v. Talisman Communs., Inc.*, 2000 U.S. Dist. LEXIS  
2 4564 (C. D. Cal. Mar. 27, 2000), the plaintiff magazine publisher sued a website  
3 for publishing its photographs on the Internet. Evaluating damages the Court  
4 wrote, “While it would be difficult to quantify Perfect’10's damages resulting  
5 from the infringement, it is clear that Perfect 10 has been severely damaged. The  
6 photographs have been distributed worldwide, in a form that is easy to download  
7 and easy to copy. A virtually unlimited number of copies can be made of the  
8 copyrighted photographs, as a result of [defendant’s] infringement.” *Perfect 10,*  
9 *Inc.*, 2000 U.S. Dist. LEXIS 4564 at 11. The Court went on to award the  
10 maximum statutory award for willful infringement (\$100,000 per work at the  
11 time) for each infringed photograph. This \$100,000 per photograph certainly  
12 demonstrates a basis for Plaintiff claiming that much per video, if not more.

13 Defendant’s infringement was for a commercial purpose. Defendant earned  
14 and is earning money from advertising, and the value of advertising on  
15 Goodporn.to was and is directly related to the number of visitors to the site. Thus,  
16 the value of advertising is directly related to the quality and desirability of content.  
17 Plaintiff’s paid membership websites and videos are among the most popular in  
18 the world. Defendant’s website reached and continues to reach millions of  
19 potential consumers.<sup>2</sup> Each Goodporn.to user that is able to obtain Plaintiff’s  
20 content for free damages Plaintiff by both the specific lost sale in that instance and  
21 the lost potential business from a viewer being accustomed to accessing the  
22 content for free due to Defendant’s infringement.

23 Statutory damages serve both compensatory and punitive purposes, and  
24 they are thus therefore appropriate whether or not there is adequate evidence of  
25

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26  
27 <sup>2</sup> Link: Goodporn.to <https://www.similarweb.com/website/goodporn.to/#traffic> Last Visited:  
28 December 8, 2023.

1 actual damages suffered by the plaintiff or profits to disgorge. *Los Angeles News*  
 2 *Serv. v. Reuters Television Int'l, Ltd*, 149 F.3d 987, 996 (9th Cir 1998). Prior  
 3 federal court decisions have recognized the high economic value of erotic  
 4 material. *See Playboy v. Webbworld*, 968 F.Supp. 1171 (E.D. Tex 1997)  
 5 (awarding \$5,000 per erotic photo); *and Perfect 10, Inc.*, 2000 U.S. Dist. LEXIS  
 6 4564 at 11 (awarding \$100,000, the then maximum, per adult photograph).

### 7 **3. The Facts and Law Support a Large Statutory Award.**

8 Infringements here were and are willful and malicious. Defendant knew that  
 9 conduct was unlawful and acted without the slightest pretense of a justification.  
 10 Defendant uploaded MG's copyrighted works onto Goodporn.to. At a minimum,  
 11 Defendant was made aware of the infringements upon takedown notices sent by  
 12 MG. (FAC, ¶ 2.) . Defendants' illegal actions were not a momentary lapse, but  
 13 part of a sustained commercial enterprise. To deter others from the same  
 14 temptation, a large award is appropriate. *Yurman*, 262 F.3d at 113-114.

15 Defendants willfully infringed 1,438 of Plaintiff's works on at least 1,438  
 16 separate and distinct webpages resulting in millions of views.<sup>3</sup> The sheer volume  
 17 of infringements indicates the willfulness of Defendant's actions and value of  
 18 using Plaintiff's content. Where entire video works have been copied on the  
 19 Internet, Courts have ordered large statutory damages. *E.g., Warner Bros. Entm't,*  
 20 *Inc. v. Caridi*, 346 F. Supp. 2d 1068 (C.D. Cal. 2004) (\$150,000 per infringed  
 21 feature length film); *see Columbia Pictures Indus. v. Krypton Broad. of*  
 22 *Birmingham, Inc.*, 259 F.3d 1186 (9th Cir. 2001), cert denied, 534 U.S. 1127  
 23 (2002) (\$72,000 per infringement of several half-hour television shows).

---

24  
 25  
 26  
 27 <sup>3</sup>For example, an active link to adult content owned by MG Premium Ltd. was displayed on  
 28 Goodporn.to with 208,607 views after having only been uploaded 4 weeks ago.  
<https://goodporn.to/videos/58704/brazzers-exxtra-twerkin-jerkin-cheatin-10-25-2023/>

1           **4. Willfulness.**

2           “In a case where the copyright owner sustains the burden of proving, and  
3 the court finds, that infringement was committed willfully, the court in its  
4 discretion may increase the award of statutory damages to a sum of not more than  
5 \$150,000.” 17 U.S.C. § 504(c)(2). Defendant here knew of his infringement and  
6 carried it throughout this case. Plaintiff has compliant DMCA takedown notices  
7 informing Defendant of each and every infringement of Plaintiff’s work.  
8 Declaration of Tucker, ¶ 25.

9           The “statutory rule, formulated after long experience, not merely compels  
10 restitution of profit and reparation for injury but also is designed to discourage  
11 wrongful conduct.” *F.W. Woolworth Co. v. Contemporary Arts, Inc.*, 344 U.S.  
12 228, 233, 97 L. Ed. 276, 73 S.Ct. 222 (1952).

13           It is appropriate that the Court use opportunities such as this to send a  
14 message of deterrence to infringers that “it costs less to obey the copyright laws  
15 than to disobey them.” *International Korwin Corp. v. Kowalczyk*, 665 F. Supp.  
16 652, 659 (D.N. Ill. 1987), affirmed 855 F. 2d 375 (N.D. Ill. 1987). The District  
17 Court in *Korwin* held that, “[t]o determine the amount of statutory damages the  
18 court should primarily focus upon two factors: the willfulness of the defendant’s  
19 conduct, and the deterrent value of the sanction imposed,” pointing out that  
20 “courts have repeatedly emphasized that defendants must not be able to sneer in  
21 the face of copyright owners and copyright laws.” *Id. See also, Hickory Grove*  
22 *Music v. Andrews*, 749 F. Supp. 1001, 1003 (D. Mont. 1990).

23           Plaintiff alleged in its Complaint that Defendants acted willfully. *See*  
24 *Complaint*, ¶¶ 61, 68, 69, 72, 80, and 92. A Defendant’s default with respect to a  
25 complaint that pleads willfulness, as here, establishes willful copyright  
26 infringement. *See, Derek Andrew, Inc. v. Poof Apparel Corp.*, 528 F.3d 696, 702  
27 (9th Cir. 2008) (after default willfulness allegations deemed true).

28

1 Willfulness can also be inferred from a Defendant's failure to defend. *See,*  
2 *Tiffany Inc. v. Luban*, 282 F.Supp. 2d 123, 124 (S.D.N.Y. 2003) .

3 At the maximum of \$150,000 per work when the Court finds infringement  
4 willful, statutory damages for the offense of Copyright Infringement would be  
5 \$215,700,000.00 (\$150,000 x 1,438 infringements). In a recent decision, *MG*  
6 *Premium v. Thomas Zang*, et al., Cause No. 3:20-cv-05134-BHS, the Western  
7 District of Washington reviewed a nearly identical set of facts with 2,433  
8 infringements. There, the Court determined that \$15,000 was appropriate for each  
9 infringement. Plaintiff asks the Court to apply the same analysis here and award  
10 \$15,000 per infringement for a total of \$21,570,000.

11 **5. Plaintiff Is Entitled to Injunctive Relief.**

12 The Copyright Act provides that a district court may enter a permanent  
13 injunction "on such terms as it may deem reasonable to prevent or restrain  
14 infringement of a copyright." 17 U.S.C. § 502(a). To determine the propriety of  
15 injunctive relief, courts consider four factors: (1) whether the owner has suffered  
16 an irreparable injury; (2) whether remedies available at law are inadequate to  
17 compensate for that injury; (3) whether a remedy in equity is warranted  
18 considering the balance of hardships between the plaintiff and the defendant; and  
19 (4) whether the public interest would be served by a permanent injunction. *See*  
20 *eBay Inc. v. MercExchange, LLC*, 547 U.S. 388, 391, 126 S. Ct. 1837, 164 L. Ed.  
21 2d 641 (2006). The decision to grant injunctive relief rests within the equitable  
22 discretion" of the district court. *eBay, Inc. v. MercExchange, LLC*, 547 U.S. 388,  
23 394, 126 S. Ct. 1837, 164 L. Ed. 2d 641 (2006). Such discretion should be  
24 "exercised consistent with traditional principles of equity." *Id.*

25 Here, all factors weigh in favor of injunctive relief against the Defendant.  
26

27 **a. Irreparable Harm.**  
28

1 The first factor in a permanent injunction analysis is whether plaintiff has  
2 suffered irreparable injury *or* will suffer irreparable injury absent an injunction.  
3 *See American Trucking Ass'ns v. City of Los Angeles*, 559 F.3d 1046, 1052 (9<sup>th</sup>  
4 Cir. 2009). As part of a court's irreparable injury analysis, courts regularly  
5 examine three main considerations: (1) direct competition between the parties; (2)  
6 loss of market share due to the infringement; and (3) loss of customer and  
7 business goodwill. *See, e.g., Presidio Components Inc. v. Am. Tech. Ceramics*  
8 *Corp.*, 702 F.3d 1351, 1362 (Fed. Cir. 2012) (stating that direct competition in the  
9 same market strongly supports the potential for irreparable harm absent an  
10 injunction); *i4i Ltd. P'ship v. Microsoft Corp.*, 598 F.3d 831, 861 (Fed. Cir. 2010).

11 Here, Defendant is in direct competition with Plaintiff. Plaintiff makes its  
12 full-length content available through subscription-based websites to view content,  
13 while Defendant displays full-length videos on Goodporn.to for free to any viewer  
14 (monetizing through advertising revenue). There is a clear loss of market share to  
15 Plaintiff. If Plaintiff's content is available for free on Goodporn.to users will not  
16 pay membership fees to view the content. Here, the infringement was on a broad  
17 scale, with 1,438 of Plaintiff's full-length videos. There is also loss of customer  
18 and business goodwill. Customers must pay a fee to view Plaintiff's full-length  
19 videos. For these videos to be on Goodporn.to damages Plaintiff's relationship  
20 with subscribers who pay to view the content.

21 Subscribers will terminate paid subscriptions to view the content and  
22 Plaintiff will get a reputation for its full-length content being available for free.  
23 Moreover, there is no evidence that Defendant will ultimately stop infringing  
24 Plaintiffs' work or that, absent an injunction, Defendant would stop.. *See Jackson*  
25 *v. Sturkie*, 255 F. Supp. 2d at 1103 (granting permanent injunction in a copyright  
26 infringement action as part of a default judgment because "defendant's lack of  
27 participation in this litigation has given the court no assurance that defendant's  
28 infringing activity will cease."); *Cal. Sec. Cans*, 238 F. Supp. 2d at 1178 Thus,

1 without an injunction, Plaintiff’s copyrighted works would remain vulnerable to  
2 continued and repeated infringement.

3 Here, there is evidence of irreparable harm and no evidence that absent an  
4 injunction Defendant will cease future exploitation of Plaintiff’s copyrights.

5 **b. Monetary Damages are Inadequate.**

6 Monetary damages are inadequate. Defendants have all failed to pay  
7 sanctions to the Court, and they violated Court orders. A judgment will be no  
8 different. Due to their continuing infringement and evasive conduct, monetary  
9 damages alone are not adequate. *Elektra Entm’t Grp. Inc. v. Crawford*, 226 F.R.D.  
10 388, 394 (C.D. Cal. 2005). Lost market share and erosion of company goodwill  
11 are intangible injuries difficult to quantify and compensate which supports the  
12 issuance of a permanent injunction. *See Apple II*, 658 F.3d at 1154 (stating that  
13 injuries to a business’ reputation and company goodwill are intangible injuries  
14 difficult to quantify and compensate).

15 Further, one of the most fundamental rights a copyright holder has is the  
16 right to exclude others from taking and distributing the copyrighted work and this  
17 right has routinely been held difficult to compensate solely through monetary  
18 compensation. *See eBay*, 547 U.S. at 395 (Roberts, C.J. concurring) (identifying  
19 and explaining the difficulty of protecting a right to exclude through monetary  
20 remedies alone). *See Oracle*, 324 F. Supp. At 1166. Further, given that Defendants  
21 are incognito, there is a high likelihood they will simply move the infringing  
22 database to a new website. Defendants and their successors must be enjoined  
23 from further infringement. .

24  
25 **c. Balance of Equities and Public Interest Favor an Injunction.**

26 A court must weigh and balance the competing effect that granting or  
27 withholding an injunction would have on each party. *See Oracle USA, Inc. v.*  
28 *Rimini St., Inc.*, 324 F. Supp. 3d 1157, 1166 (D. Nev. 2018) *citing Williams v.*

1 *Bridgeport Music, Inc.*, 2015 U.S. Dist. LEXIS 97262, 2015 WL 4479500, at \*41  
2 (C.D. Cal. 2015). The balance of hardships tips in favor of a holder of a copyright  
3 seeking to protect its copyrighted works when the party to be enjoined does not  
4 have a separate legitimate business purpose for continuing the conduct or acts  
5 deemed to be infringement. *Grokster*, 518 F. Supp. 2d at 1220. "[T]he touchstone  
6 of the public interest factor is whether an injunction, both in scope and effect,  
7 strikes a workable balance between protecting the [copyright holder's] rights and  
8 protecting the public from the injunction's adverse effects." *i4i*, 598 F.3d at 863.

9 Here, a permanent injunction against Defendants for the possibility of  
10 future copyright infringement is in the public interest. *See Apple Computer, Inc. v.*  
11 *Franklin Computer Corp.*, 714 F.2d 1240, 1255 (3d Cir. 1983) ("[I]t is virtually  
12 axiomatic that the public interest can only be served by upholding copyright  
13 protections and, correspondingly, preventing the misappropriation of the skills,  
14 creative energies, and resources which are invested in the protected work.").

15 **d. The Court Should Order Registries and Registrars to**  
16 **Transfer to MG Premium Ltd the Domains Used by the**  
17 **Defendants for Infringement.**

18 Defendants used Goodporn.to to display 1,438 of Plaintiff's copyrighted  
19 full-length videos. Tonic Corporation is the registry for ".to" domains. Declaration  
20 of Jason Tucker ("Tucker Decl.") ¶ 6. Tonic is essentially the same as the  
21 Department of Motor Vehicles or the US Copyright Office, in that they control the  
22 domain name **registry** for all .to, domains, just as the DMV handles registration of  
23 cars. By this motion, Plaintiff asks that Tonic change the registrant of  
24 Goodporn.to to Plaintiff.

25 Similarly, Public Interest Registry ("PIR"), is the operator of the .ORG  
26 registry. Plaintiff requests an order to PIR to change the registrar for  
27 gpststatus.org to Plaintiff's registrar of choice, EuroDNS, and that EuroDNS  
28 identify Plaintiff as the registrant. These efforts may be done at Plaintiff's

1 reasonable expense. In the Proposed Judgment, Plaintiff requests that that operator  
2 change the registrar of record for the domain name Gpstatus.org to MG  
3 Premium’s registrar of choice, EuroDNS.

4 Finally, the registry for the .SE domains is maintained by The Internet  
5 Infrastructure Foundation. In the Proposed Judgment, Plaintiff requests that that  
6 operator change the registrar of record for the domain name Goodporn.se to MG  
7 Premium’s registrar of choice, EuroDNS.

8 Transferring Goodporn.to, goodporn.se, and gpstatus.org to Plaintiff would  
9 stop Defendant from being able to distribute infringing content to the public in  
10 violation of Plaintiff’s rights.

11 Without an order to the registries, Defendant can simply assign the domain  
12 names to another individual or entity, or move its operation outside of the reach of  
13 this Court. The new entity can then have the infringing content served by new  
14 content delivery providers, and Plaintiff would have to file a new lawsuit or move  
15 the Court to stop the infringement. *Id.* More worrisome for Plaintiff, the new  
16 individual or entity can have the infringing content served by other service  
17 providers outside the U.S. (and outside the purview of this Court) which would be  
18 very difficult and expensive for Plaintiff to try to stop. *Id.* at ¶ 9. Ordering the  
19 registries to transfer the domains to Plaintiff would stop Defendants from being  
20 able to distribute infringing content.

21 Such relief has been granted in other copyright infringement cases. *See*  
22 *China Central Television v. Create New Tech. (HK) Ltd.*, No. 15-01869 MMM,  
23 D.I. 192 at ¶ 18 (C.D. Cal. May 31, 2016); *DISH Network L.L.C. v. Dima*  
24 *Furniture, Inc.*, 2019 WL 2498224 at \*8-9 (D. Md. June 17, 2019). It is certainly  
25 appropriate here where Defendant exhibits a history of disregard for the law.  
26

27 **3. United States-Based Vendors Should Be Enjoined From Doing**  
28 **Business with Goodporn.to or Its Successors**

1 Fed.R.Civ.P. 65 provides the Court discretion to enjoin third parties who act  
 2 in concert with or participates with the parties or the parties' agents. See  
 3 Fed.R.Civ.P. 65(d)(2)(C). The Supreme Court has concluded that Rule 65(d) is  
 4 "derived from the common-law doctrine that a decree of injunction not only binds  
 5 the parties defendant, but also those identified with them in interest, in 'privity'  
 6 with them, represented by them or subject to their control." *Regal Knitwear Co. v.*  
 7 *NLRB*, 324 U.S. 9, 14, 65 S. Ct. 478, 89 L. Ed. 661 (1945). The intent of Rule  
 8 65(d) is to extend the reach of injunctions to nonparties who nonetheless share  
 9 common interests with a party, are in privity with a party, are represented by a  
 10 party, or are subject to a party's control. *TD Ameritrade, Inc. v. Nev. Agency & Tr.*  
 11 *Co.*, No. 3:08-CV-00245-LRH-RAM, 2008 U.S. Dist. LEXIS 105677, at \*17 (D.  
 12 Nev. Oct. 30, 2008).

13 Here, there are several United States service providers that share common  
 14 interests with Defendant, are in privity with Defendant, and are subject to the  
 15 control of Defendant. Specifically:

- 16 a. Cloudflare, Inc. delivers video content from Goodporn.to to  
 17 viewers in the United States. (FAC, ¶ 15.)
- 18 b. Tonic Corporation is the domain registrar for Goodporn.to. (FAC,  
 19 ¶ 14.)
- 20 c. Cloudflare, Inc. delivers video content from Goodporn.se to  
 21 viewers in the United States.
- 22 d. EasyDNS Technologies is the domain registrar for gpstatus.org.<sup>4</sup>
- 23 e. NameSRS is the domain registrar for Goodporn.se.<sup>5</sup>

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27 4 <https://whois.domaintools.com/gpstatus.org>

28 5 <https://whois.domaintools.com/goodporn.se>

1           Accordingly, Cloudflare, Inc. and Tonic Corporation, Easy DNS  
2 Technologies and NameSRS; should be enjoined from any continued assistance or  
3 participation with the video streaming actions of Defendant Kumar.

4           Such relief and application of Fed.R.Civ.P. 65(d)(2)(C) has been granted in  
5 other Courts. *Triangl Grp. Ltd. v. Jiangmen City Xinhui Dist. Lingzhi Garment*  
6 *Co.*, No. 16-CV-1498 (PGG), 2017 U.S. Dist. LEXIS 102256, 2017 WL 2829752,  
7 at \*8 (S.D.N.Y. June 22, 2017) (enjoining “any third parties, including social  
8 media platforms,...online marketplaces, online payment providers, including  
9 credit card companies, ... and other online service providers ... to cease providing  
10 such services to the Defaulting Defendants” and to transfer domain names to  
11 plaintiff); *Warner Bros. Entm't, Inc. v. Doe*, No. 14- CV-3492 (KPF) (S.D.N.Y.  
12 Oct. 3, 2014) (enjoining ISPs and registrars); *Tory Burch LLC v. Yong Sheng Int'l*  
13 *Trade Co.*, No. 10-CV-9336 (DAB), 2011 U.S. Dist. LEXIS 158882, 2011 WL  
14 13042618, at \*2 (S.D.N.Y. May 13, 2011)(enjoining ISPs and other service  
15 providers, and directing, *inter alia*, transfer of domain names).

16           **4.. Plaintiff Is Entitled To Attorneys Fees.**

17           Plaintiff also requests attorney’s fees in the amount of \$157,283, and  
18 \$18,892.00 in costs. Bjorgum Decl., ¶ 3. 17 U.S.C. § 505 provides that the Court  
19 may “award a reasonable attorney’s fee to the prevailing party as part of the  
20 costs.” *See also, Warner Bros. Ent, Inc. v. Duhy*, 2009 U.S. Dist. LEXIS 123332,  
21 8-9 (C.D. Cal. Nov. 30, 2009), citing *Kepner-Tregoe, Inc. v. Vroom*, 186 F.3d 283,  
22 289 (2d Cir. 1999). The sum of \$176,175 is reasonable.

1 **VI. CONCLUSION**

2 For the reasons demonstrated above, and based on the supporting evidence,  
3 Plaintiff requests that a default judgment be entered against Defendants in  
4 accordance with the Proposed Judgment lodged herewith.

5

6 Respectfully Submitted,

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8 Dated: December 11, 2023

**KARISH & BJORGUM, PC**

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/s/ A. Eric Bjorgum

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**CERTIFICATE OF COMPLIANCE**

The undersigned, counsel of record for Plaintiff MG PREMIUM LTD certifies that this brief contains 6,810 words, which complies with the word limit of L.R. 11-6.1.

Dated: December 11, 2023

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