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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF ARIZONA**
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9 AMA Multimedia LLC,

10 Plaintiff,

11 v.

12 Sagan Limited, et al.,

13 Defendants.
14

No. CV-16-01269-PHX-DGC

ORDER

15 Plaintiff AMA Multimedia, LLC, a producer of pornographic material, asserts
16 copyright infringement claims against several entities and one individual associated with
17 the website Porn.com: Sagan, Limited; Cyberweb, LTD; Netmedia Services, Inc.; GLP 5,
18 Inc.; and David Koonar. Defendants GLP and Netmedia – a Michigan corporation and
19 Canadian company, respectively – move to dismiss for lack of personal jurisdiction
20 pursuant to Federal Rule of Civil Procedure 12(b)(2), or, in the alternative, to stay these
21 proceedings pending resolution of an action currently before the Supreme Court of
22 Barbados. Doc. 27. The parties' request for oral argument is denied because the issues
23 have been fully briefed and oral argument will not aid in the Court's decision. *See* Fed.
24 R. Civ. P. 78(b); *Partridge v. Reich*, 141 F.3d 920, 926 (9th Cir. 1998). The Court will
25 deny the stay request and hold the motion to dismiss in abeyance until limited
26 jurisdictional discovery and supplemental briefing are completed.¹

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28 ¹ In an earlier version of this order that was entered prematurely, the Court concluded that it should not dismiss this action on the basis of the forum selection clause. Doc. 62 at 8-11. Defendants Netmedia and GLP had claimed in their reply that their

1 **I. Background.**

2 Porn.com is a video streaming website that generates revenue through its content
3 partnership program and advertising banners. Doc. 16, ¶¶ 56–57. AMA asserts that
4 Defendants Sagan, Cyberweb, Netmedia, and David Koonar are each owners and/or
5 operators of Porn.com and GLP. *Id.*, ¶¶ 46-47. AMA also alleges that GLP is doing
6 business as Traffic Force, an advertising and publishing network that provides end-user
7 traffic to websites for profit. Doc. 16, ¶ 47. Defendants respond that Cyberweb is the
8 owner/operator of Porn.com. Doc. 27-3 at 3, ¶15.

9 In September 2012, AMA joined Porn.com’s Content Partnership Program by
10 entering into a content partner revenue sharing agreement (“CPRA”) with GIM Corp.
11 (“GIM”). Doc. 33 at 6; Doc. 27-3 at 17. AMA agreed to the CPRA by completing an
12 automated process at Paidperview.com. Doc. 33 at 6. There was no direct contact
13 between AMA and any of the Defendants. *Id.* The CPRA granted GIM a license to use
14 content provided by AMA on websites whose advertisements are controlled by Traffic
15 Force. *Id.* The CPRA dictated the manner and form in which AMA would provide
16 content, and AMA granted GIM a license only for content provided under the CPRA. *Id.*

17 In November 2015, AMA became aware that Porn.com had displayed 64 of
18 AMA’s copyright registered works over 110 separate Porn.com affiliated URLs. Doc. 16
19 at ¶ 78. In December 2015, AMA provided Defendants’ counsel with a draft complaint

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21 original motion sought dismissal on the basis of the clause (Doc. 45 at 11 n. 7), but a
22 review of that motion shows that the argument was never made there (Doc. 27-1).
23 Instead, dismissal (as opposed to a stay) on the basis of the forum selection clause
24 appears to have been sought for the first time in Defendant Koonar’s motion to dismiss.
25 Doc. 49-1 at 14-17. Because the Court should not address issues raised for the first time
26 in a reply memorandum, and because briefing on the Koonar motion is not complete, the
27 Court has withdrawn the order at Doc. 62 and declines to rule on this dismissal argument
28 now. In completing the briefing on the Koonar motion, however, the parties should
address the case relied on by the Court in Doc. 62 for concluding that dismissal is not
warranted under the forum selection clause – *Gen. Protecht Grp., Inc. v. Leviton Mfg.
Co.*, 651 F.3d 1355, 1359 (Fed. Cir. 2011). The parties should also address *Altwater
Gessler-J.A. Baczewski Int’l (USA) Inc. v. Sobieski Destylarnia S.A.*, 572 F.3d 86, 90 (2d
Cir. 2009), as well as other relevant authority. In the meantime, the other Defendants
should not file additional motions to dismiss on the basis of the forum selection clause
(with the exception of Cyberweb, which has not yet filed a motion to dismiss). When the
Court addresses the issue after completion of the Koonar briefing, it will resolve the issue
for the entire case.

1 and settlement offer regarding the alleged infringement. Doc. 33 at 2. According to
2 AMA, over the next four months “Defendants provided a string of delays and
3 misrepresentations about the matters and settlement negotiations.” *Id.* In April 2016,
4 AMA presented Defendants with an amended complaint and a “deadline to choose
5 between accepting a settlement offer or hav[ing] the case filed in U.S. District Court, for
6 the District of Arizona.” *Id.* at 3. Defendants requested an extension until April 28, 2016
7 to consider the settlement offer, and AMA agreed. *Id.*

8 On April 27, 2016, Cyberweb, Netmedia, Sagan, GLP, GIM, and David Koonar
9 (collectively, “Porn.com Entities”) filed a complaint against AMA and Adam Silverman
10 in the Supreme Court of Barbados. Doc. 27-3 at 17-23. The Porn.com Entities sought
11 (1) injunctive relief to restrain anticipatory breach of the CPRA, (2) a declaration that any
12 disputes related to the CPRA are governed by Barbados law and must be adjudicated in
13 Barbados, (3) a declaration that the Porn.com Entities are entitled to rely on their rights
14 under the CPRA, (4) a declaration that the Porn.com Entities are entitled to publicize and
15 distribute materials provided to them by AMA and Silverman, and (5) relief for prior
16 breaches of the CPRA, including damages. *Id.* at 17-18.

17 AMA filed this action the next day, April 28, 2016. Defendants Netmedia and
18 GLP now move to dismiss the claims against them for lack of personal jurisdiction, or, in
19 the alternative, to stay these proceedings pending completion of the Barbados action.
20 Docs. 27, 44, 45.

21 **II. Personal Jurisdiction.**

22 **A. Legal Standard.**

23 “When a defendant moves to dismiss for lack of personal jurisdiction, the plaintiff
24 bears the burden of demonstrating that the court has jurisdiction over the defendant.”
25 *Pebble Beach Co. v. Caddy*, 453 F.3d 1151, 1154 (9th Cir. 2006). “Where, as here, the
26 defendant’s motion is based on written materials rather than an evidentiary hearing, the
27 plaintiff need only make a prima facie showing of jurisdictional facts to withstand the
28 motion to dismiss.” *Mavrix Photo, Inc. v. Brand Techs., Inc.*, 647 F.3d 1218, 1223 (9th

1 Cir. 2011). “The plaintiff cannot ‘simply rest on the bare allegations of its complaint,’
2 but uncontroverted allegations in the complaint must be taken as true.” *Id.* (quoting
3 *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797, 800 (9th Cir. 2004). The
4 Court may not assume the truth of allegations in a pleading that are contradicted by an
5 affidavit, but factual disputes are resolved in Plaintiff’s favor. *Id.*

6 **B. Personal Jurisdiction over Netmedia.**

7 AMA argues that Netmedia is subject to personal jurisdiction under Federal Rule
8 of Civil Procedure 4(k)(2). Doc. 38 at 7–8. Rule 4(k)(2) provides that serving a
9 summons or filing a waiver of service establishes personal jurisdiction over a defendant if
10 (1) the claim arises under federal law, (2) “the defendant is not subject to jurisdiction in
11 any state’s courts of general jurisdiction,” and (3) exercising jurisdiction is consistent
12 with the United States Constitution. Fed. R. Civ. P. 4(k)(2).

13 The first factor is satisfied in this case because AMA asserts claims of copyright
14 infringement under federal law. The second factor is satisfied if the defendant “does not
15 concede to jurisdiction in another state.” *Holland Am. Line Inc. v. Wartsila N. Am., Inc.*,
16 485 F.3d 450, 461 (9th Cir. 2007) (citation omitted). Netmedia does not make this
17 concession.

18 Analysis under the third factor – the due process analysis – “is nearly identical to
19 traditional personal jurisdiction analysis with one significant difference: rather than
20 considering contacts between the [defendant] and the forum state, we consider contacts
21 with the nation as a whole.” *Id.* at 462. The question, then, is whether Netmedia has
22 sufficient minimum contacts with the United States so that maintenance of the suit here
23 does not offend traditional notions of fair play and substantial justice. *Int’l Shoe Co. v.*
24 *Washington*, 326 U.S. 310, 316 (1945). AMA does not allege that Netmedia’s own
25 contacts with the United States satisfy this requirement. AMA instead argues that
26 Porn.com’s contacts with the United States can be imputed to Netmedia because
27 Netmedia is an alter ego or agent of Porn.com, and Porn.com’s contacts with the United
28 States are sufficient to satisfy due process. Doc. 38 at 12.

1 The Court can dispose of the agency argument easily. The Ninth Circuit once
2 recognized an agency theory for personal jurisdiction, *Doe v. Unocal Corp.*, 248 F.3d
3 915, 928 (9th Cir. 2001), but the Supreme Court rejected this theory, noting that it would
4 “subject foreign corporations to general jurisdiction whenever they have an instate
5 subsidiary or affiliate,” *Daimler AG v. Bauman*, 134 S. Ct. 746, 760 (2014). The Court
6 therefore will focus only on AMA’s alter ego argument.

7 **1. Alter Ego Choice of Law.**

8 The parties do not address what law should govern the alter ego analysis. The
9 parties primarily cite two cases from the Ninth Circuit, *Doe v. Unocal Corp.*, 248 F.3d
10 915 (9th Cir. 2001), and *Ranza v. Nike*, 793 F.3d 1059 (9th Cir. 2015). *Unocal* looked
11 mostly to California law, but also cited federal court decisions from New York, Illinois,
12 Delaware, and Florida. *See Unocal*, 248 F.3d at 926-27. *Ranza* applies the alter ego
13 standard set forth in *Unocal*. *See Ranza*, 793 F.3d at 1071, 73-74. In the absence of any
14 assertion that the law of some other jurisdiction should apply, the Court will also look to
15 *Unocal* and *Ranza*.

16 **2. Alter Ego Analysis**

17 In *Ranza*, the Ninth Circuit provided this explanation of the alter ego test, relying
18 primarily on *Unocal*:

19 To satisfy the alter ego test, a plaintiff must make out a prima facie
20 case (1) that there is such unity of interest and ownership that the separate
21 personalities of the two entities no longer exist and (2) that failure to
22 disregard their separate identities would result in fraud or injustice. The
23 “unity of interest and ownership” prong of this test requires a showing that
24 the parent controls the subsidiary to such a degree as to render the latter the
25 mere instrumentality of the former. This test envisions pervasive control
26 over the subsidiary, such as when a parent corporation dictates every facet
of the subsidiary’s business—from broad policy decisions to routine
matters of day-to-day operation. Total ownership and shared management
personnel are alone insufficient to establish the requisite level of control.

27 *Id.* at 1073 (quotation marks, brackets, and citations omitted).

28 AMA asserts that “Defendants have created multiple ‘companies’ which operate

1 crucial and necessary aspects of Porn.com” and that “[t]his has become nothing more
2 than a ‘shell game.’” Doc. 38 at 2. “NetMedia **IS** Porn.com and Traffic Force.” *Id.*
3 (emphasis in original). In support of its argument, AMA presents the following facts.

4 Netmedia identifies itself as an operator of Porn.com, providing services related to
5 the uploading of content pursuant to a “technical services agreement with Cyberweb
6 Ltd.” Doc. 38 at 4; Doc. 32-4, 11, 13. Netmedia shares a physical address and telephone
7 number with Cyberweb, GIM, and the management of Traffic Force/GLP, but the placard
8 on the building lists only Netmedia. Doc. 38 at 3. Under the CPRA between AMA and
9 GIM regarding the posting of content on Porn.com, AMA is instructed to mail checks to
10 Cyberweb at Netmedia’s address. Doc. 32-2 at ¶ 24. Defendant Cyberweb is the stated
11 owner of Porn.com, and GIM is a part owner of Cyberweb. Doc. 16, ¶¶ 4-5; Doc. 38 at
12 2. GIM operates the content partnership program for Porn.com, which requires joining
13 partners to sign the CPRA, and from which Porn.com generates its revenue. *Id.* The
14 CPRA limits its scope to websites “who[se] advertisements are controlled by Traffic
15 Force.” Doc. 27-3 at 25. The Traffic Force terms of service identify GLP as Traffic
16 Force. Doc. 38 at 5; Doc. 32-2 at 16. Traffic Force places banner ads for clients on
17 Porn.com. Doc. 34-1, ¶ 21. Netmedia’s employees are Traffic Force’s personnel for
18 operations. Doc. 32-5 at 5, ¶ 22; Doc. 32-2 at 5, ¶¶ 26-27. Phil Bradbury holds all
19 official positions at GLP/Traffic Force and is also a Vice President of Netmedia.
20 Silverman decl. 28. Defendant David Koonar is the President of GIM (Doc. 49-2, ¶ 8), a
21 former Director of both Cyberweb (Doc. 32-4 at 2) and GLP (Doc. 27-3 at 7), and a
22 Director of Netmedia (Doc. 27-3 at 14).

23 This evidence suggests a complicated inter-linking of these entities, but it does not
24 show “such unity of interest and ownership [between Netmedia and Porn.com] that the
25 separate personalities of the two entities no longer exist.” *Ranza*, 793 F.3d at 1073.
26 Discussing the holding in *Unocal*, the Ninth Circuit noted that even a company’s
27 “(1) involvement in its subsidiaries’ acquisitions, divestments and capital expenditures;
28 (2) formulation of general business policies and strategies applicable to its subsidiaries,

1 including specialization in particular areas of commerce; (3) provision of loans and other
2 types of financing to subsidiaries; and (4) maintenance of overlapping directors and
3 officers with its subsidiaries,” is “insufficient” to deem the two entities alter egos. *Id.* at
4 1073-74. Here, AMA provides no evidence that Netmedia and Porn.com comingle funds,
5 enter into contracts on behalf of one another, assume liability for one another’s debts, fail
6 to keep separate corporate records, or are inadequately capitalized – factors often
7 addressed in alter ego analysis. *Id.* at 1074. AMA does identify some common officers
8 and directors, but such overlap is not sufficient to establish an alter ego relationship.
9 *United States v. Bestfoods*, 524 U.S. 51, 69 (1998) (“It is entirely appropriate for directors
10 of a parent corporation to serve as directors of its subsidiary, and that fact alone may not
11 serve to expose the parent to liability for its subsidiary’s acts.”). What is more, AMA
12 entirely disregards the second element of the alter ego test recognized in *Ranza* and
13 *Unocal*: “that failure to disregard their separate identities would result in fraud or
14 injustice.” *Ranza*, 793 F.3d at 1073.

15 AMA has failed to show that Netmedia is an alter ego of Porn.com. The Court
16 will permit AMA to conduct limited discovery on this issue as described at the end of this
17 order, but, in the absence of more compelling evidence, Porn.com’s contacts with the
18 United States will not be imputed to Netmedia for purposes of personal jurisdiction.

19 **C. Jurisdiction over GLP.**

20 AMA argues that the Court may exercise specific personal jurisdiction over GLP.
21 Doc. 38 at 7. Specific jurisdiction exists where (1) the defendant purposefully directed
22 his activities at the forum or purposefully availed himself of the privilege of conducting
23 activities in the forum, (2) the claim arises out of or relates to the defendant’s forum-
24 related conduct, and (3) the exercise of jurisdiction is reasonable. *Schwarzenegger v.*
25 *Fred Martin Motor Co.*, 374 F.3d 797, 802 (9th Cir. 2004).

26 AMA asserts the following facts. GLP does business as Traffic Force. Docs. 38-1
27 at 16; *see also id.* 38-2 at 2. Traffic Force places banner ads for clients on video
28 streaming websites, including Porn.com. *Id.* at 4, ¶ 2. Traffic Force sends employees to

1 the Phoenix Forum – an annual industry tradeshow held in Arizona – to solicit business,
2 including from Arizona-based companies. Doc. 38-4 at 65, ¶¶ 30-34. In 2015, Traffic
3 Force entered a contract with an Arizona company – Oppenheim, LLC – to display
4 advertisements on shooshtime.com, a pornographic website. Doc. 38-5 at 2-3.

5 Even if these contacts showed that GLP purposefully availed itself of the privilege
6 of conducting activities in Arizona (an issue the Court need not decide), AMA has not
7 shown that its claims against GLP arise out of these contacts. AMA makes no effort to
8 explain how Traffic Force’s placement of ads with various clients, or participation in the
9 Phoenix Forum, relate to the copyright claims in this case. *See* Doc. 38 at 18-19. AMA
10 does assert that the shooshtime.com ads “are the subject of [its] copyright claims,” (*id.*),
11 but this allegation does not appear in the complaint, and AMA does not explain the
12 connection between Porn.com’s allegedly illegal display of AMA’s content and ads that
13 appear on a different pornographic website. AMA has not shown that this case arises out
14 of GLP’s contacts with Arizona.

15 **D. AMA’s request to conduct Jurisdictional Discovery**

16 The court may order jurisdictional discovery where “pertinent facts bearing on the
17 question of jurisdiction are controverted or where a more satisfactory showing of the
18 facts is necessary.” *Data Disc, Inc. v. Sys. Tech. Assocs., Inc.*, 557 F.2d 1280, 1285 n.1
19 (9th Cir. 1977). The Court will grant limited jurisdictional discovery as set forth below.
20 Because the Court will allow this discovery, it will not enter a final ruling on the motions
21 to dismiss until the discovery and supplemental briefing are completed.

22 **III. Stay.**

23 Defendants ask the Court to stay this case pending resolution of the Barbados
24 action, pursuant to *Colorado River Water Conservation District v. United States*, 424
25 U.S. 800 (1976). The Court declines to do so.

26 Federal courts have a “virtually unflagging obligation . . . to exercise the
27 jurisdiction given them.” *Id.* at 817. In “exceptional circumstances,” federal courts may
28 abstain from deciding a case over which they have jurisdiction. *Id.* Where a state or

1 foreign proceeding runs parallel to the federal case, for example, “considerations of wise
2 judicial administration” may favor abstention. *Id.*; see *AAR Int’l, Inc. v. Nimelias*
3 *Enterprises S.A.*, 250 F.3d 510, 518 (7th Cir. 2001) (*Colorado River* framework applies
4 where court is asked to abstain based on parallel foreign proceedings). The threshold
5 question is whether “the two proceedings are substantially similar.” *Nakash v. Marciano*,
6 882 F.2d 1411, 1416 (9th Cir. 1989). If “a substantial doubt” exists “as to whether the
7 [foreign] proceedings will resolve the federal action,” abstention is improper. *Intel Corp.*
8 *v. Advanced Micro Devices, Inc.*, 12 F.3d 908, 913 (9th Cir. 1993).

9 AMA argues that the Barbados action is not substantially similar to this action.
10 Doc. 33 at 8-13. The Court agrees. The only issue in the Barbados action is whether
11 AMA breached the CPRA. See Doc. 27-3 at 17-18. The CPRA refers to AMA as
12 “Licensor” and the Porn.com Entities as “Licensee.” Section 1.1 then provides:

13 Subject to the terms and conditions set forth in this Agreement, *with respect*
14 *to any and all Content that Licensor submits or provides to Licensee*,
15 Licensor grants Licensee a non-exclusive, nontransferable worldwide
16 license during the Term to use, publish, display, and distribute the Content
on the Websites(s)

17 Doc. 27-3 at 25, § 1.1 (emphasis added).²

18 The license granted by this section is expressly limited to content that AMA
19 “submits or provides” to the Porn.com Entities. Section 1.1 then states that “[n]o license
20 to any other intellectual property of Licensor . . . is provided hereby.” *Id.* A later
21 provision states that “[a]ll rights in and to the Content not expressly licensed to Licensee
22 under Section 1.1 are reserved to Licensor.” *Id.*, § 1.3.

23 Section 4 of the CPRA is titled “Provision of Content.” Doc. 27-3 at 27. It makes
24 clear that AMA is to provide material to the Porn.com Entities for their subsequent
25 distribution. See, e.g., § 4.1 (“Licensor shall provide the content,” “Licensor shall
26 provide all the materials”); 4.3 (“Licensor reserves the right not to provide Licensee with

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28 ² “Content” is defined as follows: “Licensor is and attests that he is the author,
license holder, and/or aggregator of certain sexually explicit content (the “Content”).”
Doc. 27-3 at 25, § A.

1 any item of Content”); 4.6 (“Licensor shall have sole responsibility for providing, at its
2 own expense, the Content to Licensee”). Exhibit B to the CPRA is titled “Acceptable
3 Methods of Delivery,” and states that “Licensor shall have the sole responsibility for
4 providing, at its own expense, the Content.” Doc. 27-3 at 31. It then provides four
5 methods by which AMA may deliver the content to the Porn.com Entities – file transfer,
6 delivery of physical copies, delivery on a hard drive, or uploading the content to a
7 PaidPerView account. *Id.* Each method involves an affirmative action by AMA to
8 provide the content. The four methods of delivery do not include the Porn.com Entities
9 helping themselves to copyrighted content on the Internet.

10 AMA does not assert claims in this case related to content it provided under the
11 CPRA. Doc 16, ¶ 63. AMA instead alleges that the Porn.com Entities published AMA
12 content that they took from other locations on the Internet without AMA’s knowledge or
13 consent. *Id.*, ¶¶ 78, 82. The Porn.com Entities do not argue that AMA knew of or
14 consented to the publication of this content. Nor do they present any evidence that they
15 acted in accordance with the CPRA in handling this content by, for example, paying
16 royalties to AMA.

17 The Porn.com Entities argue that they had the “express right” under the CPRA to
18 download AMA’s content from other locations on the Internet (Doc. 27-1 at 18), but the
19 CPRA says nothing of the kind. True, it grants the Porn.com Entities a broad license to
20 distribute the content provided by AMA under the CPRA, but nowhere does it suggest
21 that the Porn.com Entities can acquire that content for themselves from other sources on
22 the Internet. The only provision Defendants cite to support this assertion is found in a
23 section of the contract titled “Compensation,” which reads as follows:

24 In the event that the Content originates and/or is associated with an existing
25 website associated with Licensor, Licensee may amongst its various
26 methodologies, direct traffic to any such website and Licensee shall be
27 compensated for any revenues generated as a result of Licensee directing
such traffic.

28 Doc. 27-1 at 27, § 3.9. This provision states that the Porn.com Entities will receive

1 compensation if they direct Internet users to AMA’s websites. It says nothing about how
2 the content for which AMA is to be paid may be procured by the Porn.com Entities.

3 Because the CPRA does not apply to the conduct at issue in this case, the Court
4 finds “substantial doubt as to whether the [foreign] proceedings will resolve the federal
5 action,” and abstention is therefore inappropriate. *Intel Corp.*, 12 F.3d at 913.³ In
6 addition, GLP is no longer involved in the Barbados action. Doc. 27-1 at 18 n. 3;
7 Doc. 34-4 at 14. The action therefore will not resolve AMA’s claims with respect to
8 GLP.

9 The Porn.com Entities argue, in the alternative, that the Court should stay this case
10 under *Leyva v. Certified Grocers of California, Ltd.*, 593 F.2d 857 (9th Cir. 1979). Under
11 *Leyva*, “[a] trial court may, with propriety, find it is efficient for its own docket and the
12 fairest course for the parties to enter a stay of an action before it, pending resolution of
13 independent proceedings which bear upon the case.” *Id.* at 863. Because the Barbados
14 action is unlikely to have any bearing on this case, it would not be fair or efficient to stay
15 this action pending resolution of that case.

16 **IT IS ORDERED:**

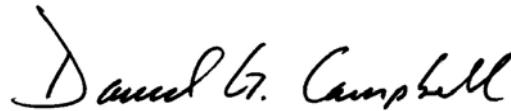
- 17 1. A final ruling on the motion to dismiss (Doc. 27) regarding Netmedia and
18 GLP will be issued after the Court receives the supplemental briefing
19 discussed below.
- 20 2. The motion to stay proceedings pending the outcome of the Barbados
21 action (Doc. 27) is **denied**.
- 22 3. AMA will have until **December 2, 2016** to complete limited jurisdictional
23 discovery. The discovery may include up to 5 document production

24
25 ³ The Porn.com Entities cite two cases where district courts stayed copyright
26 infringement cases pending resolution of a foreign case construing a related licensing
27 agreement. These cases are distinguishable because each involved a *plausible* contract
28 defense to the charge of copyright infringement. See *Seven Arts Pictures PLC v.*
Fireworks Entm’t, Inc., 244 F. App’x 836, 837 (9th Cir. 2007) (“Seven Arts
acknowledges that it possesses the copyrights in question only if [its contracts with the
defendant] are unenforceable.”); *CRC Info. Sys., Inc. v. Quebecor World (USA), Inc.*,
No. 03-cv-0591, Doc. 33 at 10-12 (D. Ariz., July 21, 2003) (contract provided defendant
with license to use the very software at issue in plaintiff’s copyright claim).

1 requests and 10 interrogatories served on each Defendant in this case.
2 AMA may also conduct one Rule 30(b)(6) deposition of no more than 7
3 hours, and three other fact depositions of no more than 5 hours each. This
4 discovery should cover issues raised in all of the pending motions to
5 dismiss (and any potential motion by Cyberweb Ltd.), not just those raised
6 in the motion addressed in this order. By **December 9, 2016**, AMA shall
7 file a supplemental memorandum that applies to all Defendants and does
8 not exceed 17 pages. Defendants may collectively file one joint response,
9 not to exceed 17 pages, by **December 21, 2016**. No reply memorandum
10 will be permitted unless ordered by the Court.

- 11 4. The parties should complete briefing of the pending motions to dismiss on
12 the schedule provided by the relevant rules. If Defendant Cyberweb is
13 going to file a motion to dismiss, that motion shall be filed by
14 **October 13, 2016**. In light of the jurisdictional discovery that is being
15 allowed, the Court recognizes that the schedule set forth in the Case
16 Management Order (Doc. 58) may need to be adjusted once it rules on the
17 motions to dismiss. If, after that ruling, the parties find that the schedule
18 requires adjustment, they should promptly place a joint conference call to
19 the Court.

20 Dated this 6th day of October, 2016.

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22 

23 _____
24 David G. Campbell
25 United States District Judge
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28