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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF ARIZONA**
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9 Fornix Holdings LLC, et al.,

10 Plaintiffs,

11 v.

12 Unknown Party, et al.,

13 Defendants.
14

No. CV-22-01942-PHX-DJH

ORDER

15 Fornix Holdings LLC and CP Productions Incorporated (collectively “Plaintiffs”) have filed a Motion for Entry of Default Judgment (Doc. 62) against Defendants John Doe #1 d/b/a/ Daftsex.com (“DS”) and John Doe #2 d/b/a/ Pornwild.com (“PW”) (collectively “the Infringing Defendants”). The Infringing Defendants were served with the Complaint, Summons, and this Motion; however, they have not answered or otherwise appeared in this action. The Court must decide whether default judgment is proper under Federal Rule of Civil Procedure 55. For the following reasons, the Court grants, in part, Plaintiffs’ Motion. The Court will enter declaratory relief against DS and PW and issue a permanent injunction against PW.

24 **I. BACKGROUND¹**

25 This matter stems from Plaintiffs’ copyright infringement claims against DS and
26 PW. Plaintiffs have produced and distributed 967 adult entertainment photos and videos

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28 ¹ The Court’s prior Orders contain extensive background information. (See Docs. 28; 41) The Court presumes the parties’ familiarity with case and thus provides only an abbreviated version of the background facts here.

1 (“Works”), 157 of which are registered and protected by copyright. (Doc. 28 at 2).
2 Plaintiffs allege DS and PW have stolen and promoted Plaintiffs’ Works on domain names
3 owned and operated by DS and PW, respectively. (*See generally* Doc. 28 at 3–5).

4 On November 23, 2022, the Court issued a Temporary Restraining Order
5 (the “TRO”) (Doc. 28) that granted Plaintiffs injunctive relief against PW, denied Plaintiffs
6 injunctive relief against DS, and granted Plaintiffs’ request for alternative service and
7 expedited discovery. In granting Plaintiffs injunctive relief against PW, the Court (1)
8 ordered Namecheap, Inc. (“Namecheap”)² to immediately disable PW’s three domain
9 names; and (2) ordered Defendant Cloudflare, Inc. (“Cloudflare”) to suspend all services
10 to and place an administrative lock on PW’s three domain names. (Doc. 28 at 15).³ On
11 December 6, 2022, the Court converted the TRO into a Preliminary Injunction (the “PI”)
12 (Doc. 41) that also applied to a fourth domain name operated by PW.⁴

13 **II. LEGAL STANDARD**

14 Once a party’s default has been entered, the district court has discretion to grant
15 default judgment against that party. *See* Fed. R. Civ. P. 55(b)(2); *Aldabe v. Aldabe*, 616
16 F.2d 1089, 1092 (9th Cir. 1980). “When entry of judgment is sought against a party who
17 has failed to plead or otherwise defend, a district court has an affirmative duty to look into
18 its jurisdiction over both the subject matter and the parties.” *In re Tuli*, 172 F.3d 707, 712
19 (9th Cir. 1999).

20 Once a court finds jurisdiction, it must consider: “(1) the possibility of prejudice to
21 the plaintiff, (2) the merits of plaintiff’s substantive claim, (3) the sufficiency of the
22 complaint, (4) the sum of money at stake in the action; (5) the possibility of a dispute
23 concerning material facts; (6) whether the default was due to excusable neglect, and (7) the

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25 ² Namecheap was originally named as defendant in this case. The parties later stipulated
to dismiss Namecheap as defendant (Doc. 65), which the Court granted. (Doc. 66).

26 ³ The TRO applied to the following domain names operated by PW: <pornwild.com>;
27 <pornwild.to>; and <pornwildnicepornproxy.com>.

28 ⁴ The PI applied to the following domain names operated by PW: <pornwild.com>;
<pornwild.to>; and <pornwildnicepornproxy.com>; <hdpornbay.com>.

1 strong policy underlying the Federal Rules of Civil Procedure favoring decisions on the
2 merits.” *Eitel v. McCool*, 782 F.2d 1470, 1471–72 (9th Cir. 1986). In applying these *Eitel*
3 factors, “the factual allegations of the complaint, except those relating to the amount of
4 damages, will be taken as true.” *Geddes v. United Fin. Group*, 559 F.2d 557, 560 (9th Cir.
5 1977).

6 **III. *Eitel* factors**

7 The Court has original jurisdiction over this matter because the Complaint contains
8 a federal cause of action arising out the Copyright Act of 1976, 17 U.S.C. § 501. *See* 28
9 U.S.C. § 1331. Plaintiffs have also established this Court may exercise jurisdiction over
10 the Infringing Defendants. (Doc. 28 at 10). Having found subject matter jurisdiction and
11 personal jurisdiction over the Infringing Defendants, the Court will proceed to assess the
12 merits of Plaintiffs’ Motion for Default Judgment under the *Eitel* factors.

13 **A. Possibility of Prejudice to Plaintiff**

14 The Infringing Defendants have not responded or otherwise appeared in this action
15 Thus, without an entry of default judgment, Plaintiffs’ damages would remain unrelieved.
16 This factor therefore favors default judgment.

17 **B. Merits of Plaintiff’s Claim and Sufficiency of Complaint**

18 “Under an *Eitel* analysis, the merits of plaintiff’s substantive claims and the
19 sufficiency of the complaint are often analyzed together.” *Dr. JKL Ltd. v. HPC IT Educ.*
20 *Ctr.*, 749 F. Supp. 2d 1038, 1048 (N.D. Cal. 2010). The second and third *Eitel* factors favor
21 a default judgment where the complaint sufficiently states a claim for relief upon which
22 the plaintiff may recover. *See Danning v. Lavine*, 572 F.2d 1386, 1388–89 (9th Cir. 1978));
23 *Pepsico, Inc.*, 238 F. Supp. 2d at 1175. “Upon entry of default, the facts alleged to establish
24 liability are binding upon the defaulting party.” *Danning*, 572 F.2d at 1388. “However, it
25 follows from this that facts which are not established by the pleadings of the prevailing
26 party, or claims which are not well-pleaded, are not binding and cannot support the
27 judgment.” *Id.*

28 Plaintiffs allege the Infringing Defendants are liable for willful copyright

1 infringement under 17 U.S.C. § 501. To present a *prima facie* case of direct copyright
2 infringement, a plaintiff must demonstrate: (1) ownership of the copyright at issue; (2) a
3 violation of an exclusive right set forth in copyright, and (3) causation by the defendant; a
4 plaintiff need not prove damages. *Bell v. Wilmott Storage Servs., LLC*, 12 F.4th 1065, 1080
5 (9th Cir. 2021) (citing *Perfect 10, Inc. v. Giganews, Inc.*, 847 F.3d 657, 666 (9th Cir.
6 2017)). The Court finds that the Complaint sufficiently alleged each of these elements.
7 (Docs. 1 at ¶¶ 98–103; 1-1; 1-2); *see also Geddes*, 559 F.2d at 560 (“[T]he factual
8 allegations of the complaint . . . will be taken as true.”).

9 Furthermore, to prove that the alleged infringement was “willful” under the
10 Copyright Act, a plaintiff must show “(1) that the defendant was actually aware of the
11 infringing activity, or (2) that the defendant’s actions were the result of reckless disregard
12 for, or willful blindness to, the copyright holder’s rights.” *Erickson Prods. v. Kast*, 921
13 F.3d 822, 833 (9th Cir. 2019) (quoting *Unicolors, Inc. v. Urban Outfitters, Inc.*, 853 F.3d
14 980, 991 (9th Cir. 2017)). Plaintiffs stated that each of their copyrighted Works contained
15 the following announcement:

16 This video contains a unique ‘Digital Identification’ code. The code can
17 identify the Member who shares it. (See autograph.xvid.com)[.] This video
18 is copyright and trademark registered. It’s illegal to share! Criminal
19 Copyright Code: 17 U.S.C. 506(a) and 18 U.S.C. 2139(c).

20 (Doc. 1 at ¶ 42). The Court therefore finds the Complaint sufficiently alleged that the
21 Infringing Defendants were aware of their infringing activity. *Geddes*, 559 F.2d at 560.

22 Thus, the second and third factors also weigh in favor of granting the Motion.

23 C. Sum of Money at Stake

24 Regarding the fourth factor, the Court considers the amount of money at stake in
25 relation to the seriousness of a defendant’s conduct. *See Pepsico, Inc. v. Cal. Sec. Cans*,
26 238 F. Supp. 2d 1172, 1176 (C.D. Cal. 2002). “If the sum of money at stake is completely
27 disproportionate or inappropriate, default judgment is disfavored.” *Gemmel v.*
28 *Systemhouse, Inc.*, 2008 WL 65604, at *4 (D. Ariz. Jan. 3, 2008). Although Plaintiffs

1 sought monetary relief in their Complaint, Plaintiffs clarify in their Motion that they now
2 seek injunctive relief only. (Doc. 62-3 at 12). This factor therefore favors entering default
3 judgment.

4 **D. Potential Disputes of Material Fact**

5 The time has passed for the Infringing Defendant to dispute the Complaint's
6 allegations. At this stage, the allegations are taken as true. *See Geddes*, 559 F.2d at 560.
7 Therefore, the possibility of dispute is low. This fifth *Eitel* factor favors entering default
8 judgment.

9 **E. Excusable Neglect**

10 With the Court's permission, Plaintiffs served via email the Complaint, Application
11 for TRO, Summons, the TRO, and the PI on the Infringing Defendants. (Docs. 35; 43;
12 45).⁵ Plaintiffs used the email addresses that the Infringing Defendants listed with their
13 service providers, Namecheap and Defendant Cloudflare. (Doc. 62-3 at 6–7). There is no
14 indication that the Infringing Defendants' failure to defend this action is due to excusable
15 neglect. Therefore, the sixth factor favors entering default judgment.

16 **F. Policy Favoring Decisions on the Merits**

17 The Court is unable to reach the merits of this case because the Infringing
18 Defendants have failed to plead or otherwise defend this action. Therefore, this final factor
19 weighs against granting default judgment.

20 Overall, the *Eitel* factors support an entry of default judgment against the Infringing
21 Defendants.

22 **IV. Relief**

23 Having found that entry of default judgment is proper, the Court must determine

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25 ⁵ Plaintiffs served DS at the following email addresses:
26 <2b6212b21848400c91353e0f5a6b35a1.protect@withheldforprivacy.com>;
27 <daftsex.com@myprivacy.net>;
<addqqa@gmail.com>; and
<bdnul@mail.ru>.

28 Plaintiffs served PW at the following email address:
<43271254b4af449b89a9d684df665322.protect@withheldforprivacy.com>.

1 what relief Plaintiffs are entitled to. As mentioned, Plaintiffs clarify in their Motion that
2 they now seek declaratory and injunctive relief only. “Injunctive relief is the remedy of
3 choice for trademark and unfair competition cases, since there is no adequate remedy at
4 law for the injury caused by a defendant’s continuing infringement.” *Century 21 Real Est.*
5 *Corp. v. Sandlin*, 846 F.2d 1175, 1180 (9th Cir. 1988). Relief may not differ in kind or
6 exceed what was demanded in the pleadings. Fed. R. Civ. P. 54(c). This is so a defendant
7 may know from the complaint what the potential award may be, and the defendant may
8 then decide whether a response is worthwhile. *See Silge v. Merz*, 510 F.3d 157, 160 (2d
9 Cir. 2007). Therefore, the Court will compare (a) the relief requested in Plaintiffs’
10 Complaint; and (b) the relief granted in the TRO and subsequent PI; with (c) the relief
11 requested in Plaintiffs’ present Motion.

12 **A. Relief Requested in Plaintiffs’ Complaint**

13 Plaintiffs’ Complaint sought injunctive relief in two forms. First, Plaintiffs sought
14 a declaration that the Infringing Defendants directly and willfully infringed Plaintiffs’
15 copyrights. (Doc. 1 at 15). Second, Plaintiffs sought a permanent injunction enjoining the
16 Infringing Defendants, as well as their officers, agents, servants, employees, and attorneys,
17 from future infringement of Plaintiffs’ copyrights. (*Id.* at 15–16). To prevent future
18 infringement, Plaintiffs requested an order from the Court requiring the Infringing
19 Defendants to take, “including but not limited to,” the following actions:

- 20 (1) deactivate and cancel the DS Domain Names and PW Domain Names and
21 bar such domain names from re-registration;
- 22 (2) deactivate the DS Websites and PW Websites and permanently delete all
23 information stored thereon relevant to Plaintiffs’ Works,
- 24 (3) delete all copies of Plaintiffs’ Works that have been uploaded to any third
25 party websites;
- 26 (4) cease the provision of all internet services for the maintenance or operation
27 of the DW Websites and PW Websites, including but not limited to domain
28 name registration, hosting, security, content delivery, and reverse proxy
services; and

1 (5) remove the DS Website and the PW Website from internet search results.

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3 (*Id.*) Plaintiffs also requested the Court “[g]rant to Plaintiffs any further relief, either in
4 law or in equity, to which this Court deems it fit to receive.” (*Id.* at 16).

5 **B. Relief Granted in the TRO and Subsequent PI**

6 This Court has already determined that Plaintiffs are entitled to injunctive relief
7 against PW, but not DS. (Docs. 28; 41). Relevant here, the Court granted Plaintiffs the
8 following relief in the TRO and subsequent PI:

- 9 (1) Namecheap shall disable the four domain names <pornwild.com>;
10 <pornwildnicepornproxy.com>; <pornwild.to>; and
<hdpornbay.com>;
- 11 (2) Defendant Cloudflare shall (a) suspend all services to PW’s four
12 domain names, including but not limited to any website infrastructure,
13 security, content-delivery, or hosting services; and (b) place an
14 administrative lock on PW’s four domain names after suspension of
15 services takes place to prevent PW or any third party from accessing
or downloading the content of PW’s domain names and/or
transferring such content to another domain name or hosting service.

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17 (Docs. 28 at 15–16; 41 at 6–7).

18 The Court denied Plaintiffs injunctive relief against DS because Plaintiffs did not
19 meet the substantive requirements for a TRO: although Plaintiffs showed a likelihood of
20 success on the merits of their copyright infringement claims against DS, Plaintiff did not
21 show a likelihood of irreparable harm or that the balance of equities tipped in their favor
22 because Plaintiffs’ Registered Works were removed from DS’s three domain names
23 <daftsex.com>; <daftsex.tv>; and <daftsex.porn>.⁶ (Docs. 41 at 2 n.3; 28 at 12–13).

24 **C. Relief Requested in Plaintiffs’ Motion**

25 Plaintiffs now seek declaratory and injunctive relief in their Motion for Default

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27 ⁶ This is presumably due to the permanent injunction issued by the United States District
28 Court for the Western District of Washington against Vasily Kharchenko, who was
revealed to be the website operator of DaftSex.com. *See* Order on Final Judgment and
Permanent Injunction, *MG Premium Ltd v. Kharchenko*, No. 3:21-cv-05733-BHS (W.D.
Wash. Nov. 7, 2022), ECF No 28; (*See* Doc. 28 at 4).

1 Judgment. Regarding declaratory relief, the Court has found that the Complaint
2 sufficiently alleged that the Infringing Defendants directly infringed Plaintiffs' copyrights
3 and were aware of their infringing activity. *See supra* Section III.B. The Court will
4 therefore grant Plaintiffs a declaration against DS and PW stating as much.

5 Regarding injunctive relief, Plaintiffs seek the same types of injunctive relief as that
6 identified in the Complaint and awarded in the TRO and PI. Plaintiffs also request
7 additional relief that differs from the TRO and PI in three ways. First, Plaintiffs reargue
8 that the Court should issue a permanent injunction against DS. However, Plaintiffs'
9 Registered Works were removed from DS's three domain names and there is no evidence
10 on the record showing that Plaintiffs' Registered Works have reappeared since. And
11 although Plaintiffs state DS has created a fourth domain, <daftsex.gg>, Plaintiffs concede
12 that <daftsex.gg> "does not currently contain copies of Plaintiffs' Works[.]" (Doc. 62-3 at
13 4). Therefore, the Court declines to revisit its prior ruling that Plaintiffs are not entitled to
14 injunctive relief against DS.

15 Second, Plaintiffs reargue that the Court should require the Infringing Defendants'
16 service providers to transfer the associated domain names to Plaintiffs' possession.
17 (Doc. 62-3 at 15–17). However, the Court previously denied Plaintiffs' transfer request in
18 issuing the TRO. (*See* Docs. 23 at 3; 2-1 at 25). The Court explained "the balance of
19 equities does not favor that Plaintiffs be allowed to control the Infringing Websites domain
20 names. This is because the Infringing Websites contain material other than Plaintiffs'
21 Works." (Doc. 28 at 13). Plaintiffs have not stated any changed circumstances that would
22 alter this ruling. Therefore, the Court declines to revisit its prior ruling that Plaintiffs are
23 not entitled to control the Infringing Defendants' domain names. Disabling, suspending
24 all services to, and placing an administrative lock on the domain names are sufficient
25 injunctive relief.

26 Last, Plaintiffs seek injunctive relief against a fifth domain name created by PW:
27 <pornwild.su>. Plaintiffs state <pornwild.su> was purchased on December 12, 2022,
28 which is after the Court issued the PI. (Doc. 62-3 at 5–6). Plaintiffs further allege that

1 PW redirects traffic from <pornwild.to> to <pornwild.su>. (*Id.*) The Court will therefore
2 grant Plaintiffs injunctive relief relating to <pornwild.su> under these circumstances.

3 **V. CONCLUSION**

4 In sum, the Court finds subject matter jurisdiction over the present action, personal
5 jurisdiction over the Infringing Defendants, and that the *Eitel* factors support an entry of
6 default judgment. The Court will grant the declaratory and injunctive relief requested in
7 Plaintiffs' Motion to the extent it is within the scope of the Complaint and PI. *See* Fed. R.
8 Civ. P. 54(c) ("A default judgment must not differ in kind from . . . what is demanded in
9 the pleadings."). The Court will also grant Plaintiffs injunctive relief regarding PW's fifth
10 domain name, <pornwild.su>. Because the Infringing Defendants have refused to
11 participate in this matter at any juncture, the Court will lift the automatic stay that otherwise
12 would delay execution on the judgment for 30 days under Federal Rule of Civil Procedure
13 62(a).

14 Accordingly,

15 **IT IS HEREBY ORDERED** that Plaintiffs Fornix Holdings LLC and CP
16 Productions Incorporated's Motion for Entry of Default Judgment (Doc. 62) is **GRANTED**
17 **in part**. Finding no just reason for delay, pursuant to Rule 54(b), the Clerk is kindly
18 directed to enter judgment in favor of Plaintiffs for all of the claims against Defendants
19 John Doe #1 d/b/a/ Daftsex.com and John Doe #2 d/b/a/ Pornwild.com in its Complaint.

20 **IT IS FURTHER ORDERED** that Plaintiffs Fornix Holdings LLC and CP
21 Productions may file a motion for costs and attorneys' fees against Infringing Defendants
22 **within fourteen (14) days** of the entry of this Order

23 **IT IS FURTHER ORDERED** that Plaintiffs Fornix Holdings LLC and CP
24 Productions and Defendant Cloudflare Inc. shall file a status report or stipulation to
25 terminate the case **within fourteen (14) days** of the entry of this Order.

26 **IT IS FURTHER ORDERED** entering the following declaration:

- 27 1. This Court has personal jurisdiction over Defendant John Doe #1 d/b/a/
28 Daftsex.com ("DS") and Defendant John Doe #2 d/b/a/ Pornwild.com ("PW")

1 (collectively the “Infringing Defendants”) and jurisdiction over the subject matter
2 at issue pursuant to 28 U.S. C. §§ 1331 and 1338. This Court has continuing
3 jurisdiction to enforce the terms and provisions of this Default Judgment and
4 Permanent Injunction.

5 2. Plaintiffs have valid and enforceable copyrights in the audiovisual works provided
6 in Exhibit A (“Copyrighted Works”).

7 3. Defendant DS has committed the following acts:

- 8 a. Registered the domain names <daftsex.com>, <daftsex.porn>,
9 <daftsex.tv>, and <daftsex.gg> (“DS Websites”) to operate a website, “Daft
10 Sex” for the below described acts (“DS Infringing Website”);
- 11 b. Unlawfully created unauthorized copies of the Copyrighted Works for
12 further unauthorized display and distribution via the DS Infringing Website;
- 13 c. Unlawfully publicly displayed and/or authorized others to publicly display
14 still frames of the Copyrighted Works on the DS Infringing Website;
- 15 d. Unlawfully reproduced and distributed and/or authorized others to reproduce
16 and distribute the Copyrighted Works;
- 17 e. Promoted the availability of the Copyrighted Works through the Infringing
18 Website; and
- 19 f. Continued the acts detailed in ¶¶ (a)–(e) above after receiving notice of
20 infringement from Plaintiffs, and after the commencement of this action.

21 4. Defendant PW has committed and continues to commit the following acts:

- 22 a. Registered the domain name <pornwild.com>, and either itself or induced
23 others to register the domain names <pornwild.to>, <pornwild-
24 to.nicepornproxy.com>, <hdpornbay.com>, and <pornwild.su> (“PW
25 Websites”) to operate websites, “Porn Wild” or later “HD Porn Bay” (“PW
26 Infringing Websites”), for the below described acts;
- 27 b. Unlawfully created unauthorized copies of the Copyrighted Works for
28 further unauthorized display and distribution via the PW Infringing

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Websites;

- c. Unlawfully publicly displayed and/or authorized others to publicly display still frames of the Copyrighted Works on the PW Infringing Websites;
- d. Unlawfully reproduced and distributed and/or authorized others to reproduce and distribute the Copyrighted Works;
- e. Promoted the availability of the Copyrighted Works through PW Infringing Website; and
- f. Continued the acts detailed in ¶¶ (a)–(e) above after receiving notice of infringement from Plaintiffs, after the commencement of this action, and after and in violation of the Preliminary Injunction Order in this action (Doc. 41).

5. The Infringing Defendants’ acts constitute direct infringement of Plaintiffs’ Copyrighted Works in violation of the Copyright Act, 17 U.S.C. § 101 *et seq.*

IT IS FURTHER ORDERED entering the following injunction against Defendant

PW:

- 1. Defendant PW, and all of its’ officers, agents, servants and employees, and all those persons or entities acting in active concert or participation with Defendant PW, and all persons and entities who receive actual notice of this Order, are immediately and permanently enjoined from engaging in any of the following activities:
 - a. Storing, reproducing, displaying, or distributing any of the Copyrighted Works;
 - b. Transmitting, retransmitting, assisting in the transmission of, requesting transmission of, streaming, hosting or providing unauthorized access to, or otherwise publicly performing, directly or indirectly, by means of any device or process, any of the Copyrighted Works;
 - c. Selling, advertising, marketing, or promoting any of the Copyrighted Works;
 - d. Creating, operating, maintaining, or managing any website in support of the activities described in ¶¶ (a)–(c);

- 1 e. Registering, owning, receiving, or transferring any domain name in support
2 of the activities described in ¶¶ (a)–(d);
- 3 f. Creating or providing assistance to others who wish to engage in the
4 activities described in ¶¶ (a)–(e).
- 5 2. Defendant PW is further immediately and permanently enjoined from engaging in
6 any activities having the object or effect of fostering infringement of Plaintiffs’
7 Copyrighted Works, whether through the PW Infringing Websites or otherwise,
8 including without limitation engaging in any of the following activities:
- 9 a. Advertising or promoting unauthorized access to or the availability of
10 Plaintiffs’ Copyrighted Works;
- 11 b. Encouraging or soliciting others to transmit or reproduce Plaintiffs’
12 Copyrighted Works;
- 13 c. Encouraging or soliciting others to upload, post or index any files that
14 constitute, correspond, point or lead to any of Plaintiffs’ Copyrighted Works;
- 15 d. Encouraging or soliciting others to offer transmission of Plaintiffs’
16 Copyrighted Works;
- 17 e. Providing technical assistance, support services or servers to others engaged
18 in infringement of, or seeking to infringe, Plaintiffs’ Copyrighted Works;
- 19 f. Creating, maintaining, highlighting or otherwise providing access to lists or
20 forums that include, refer to or signal the availability of Plaintiffs’
21 Copyrighted Works;
- 22 g. Including references to Plaintiffs’ Copyrighted Works in any promotional
23 materials; and
- 24 h. Creating, maintaining or providing access to the Infringing Websites or
25 copies thereof.
- 26 3. Defendant PW shall not enter into any agreement or transaction whatsoever to sell,
27 lease, license, assign, convey, distribute, loan, encumber, pledge or otherwise
28 transfer, whether or not for consideration or compensation, any part of the system,

1 software, source code, data file, other technology, or domain names used in
2 connection with the PW Infringing Websites.

3 4. Namecheap, Inc., as registrar of the domain names <pornwild.com>, <pornwild-
4 to.nicepornproxy.com> and upon notice of this Order, is directed to:

5 a. Immediately, upon service copies of this order and moving papers by email
6 at mvasta@fclaw.com and tkartchner@fennemorelaw.com, disable the
7 <pornwild.com>, <pornwild-to.nicepornproxy.com> domain names
8 specified by Plaintiffs, through a registry hold or otherwise, to prevent
9 Defendant PW from transferring, redirecting, or changing the status of the
10 said domain names; and

11 b. Suspend any services for <pornwild.com>, <pornwild-
12 to.nicepornproxy.com> to Defendant PW.

13 5. Defendant Cloudflare, Inc., as the website hosting and security service provider for
14 <pornwild.com>, <pornwild-to.nicepornproxy.com>, is directed to:

15 a. Immediately, upon notice of this Order, suspend any services to the website
16 at <pornwild.com> and <pornwild-to.nicepornproxy.com>, and place an
17 administrative lock on the website to prevent accessing and downloading the
18 content of the website or transferring the content to another domain name or
19 hosting service, pending further Order of this Court; and

20 b. Suspend any services to Defendant PW.

21 6. Tucows, Inc., as registrar of the domain name <hdpornbay.com> is directed to:

22 a. Immediately, upon service copies of this order, complaint, and moving
23 papers by email at compliance@tucows.com, disable the said domain name
24 and place a registry hold on the domain name, to prevent Infringing
25 Defendants from transferring, redirecting, or changing the status of the said
26 domain name; and

27 b. Suspend any services for <hdpornbay.com>.

28 7. ClouDNS, as the website hosting and security service provider for <pornwild.to>,

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<pornwild.su>, and <hdpornbay.com>, is directed to:

- a. Immediately, upon service copies of this order, complaint, and moving papers by email at abuse@cloudns.net, disable the said domain name and place a registry hold on the domain name, to prevent Defendant PW from transferring, redirecting, or changing the status of the said domain name;
- b. Immediately, upon notice of this order, suspend any services to the website at <pornwild.to>, <hdpornbay.com>, and <pornwild.su> and place an administrative lock on the website to prevent accessing and downloading the content of the website or transferring the content to another domain name or hosting service, pending further Order of this Court; and
- c. Suspend any services to Defendant PW.


- 8. Service by email upon Defendant DS via addqqa@gmail.com and Defendant PW via 43271254b4af449b89a9d684df665322. protect@withheldforprivacy.com of a copy of the Default Judgment and Permanent Injunction once entered by the Court is deemed sufficient notice to the Infringing Defendants under Federal Rule of Civil Procedure 65. It shall not be necessary for the Infringing Defendants to sign any form of acknowledgement of service.
- 9. Service via Electronic Case Filing upon Defendant Cloudflare, Inc. of a copy of this Order entering Default Judgment and a Permanent Injunction is deemed sufficient notice to Defendant Cloudflare, Inc. under Federal Rule of Civil Procedure 65. It shall not be necessary for and Defendant Cloudflare, Inc. to sign any form of acknowledgement of service.
- 10. Violation of this Permanent Injunction shall expose Defendant PW and all other persons bound by this Permanent Injunction to all applicable penalties, including contempt of Court.

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11. The Court shall retain jurisdiction of this action to entertain such further proceedings and to enter such further orders as may be necessary or appropriate to implement and enforce the provisions of this Default Judgment and Permanent Injunction.

Dated this 15th day of June, 2023.


Honorable Diane J. Humetewa
United States District Judge

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EXHIBIT A

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Registration No.	Title of Work	Registration Status	Registration Date
PAu 3-951-738	Angelica-Elise 2nd Visit	Registered	12/27/18
PA 2-166-808	Asher's 2nd Visit	Registered	2/12/19
PA 2-145-747	Becky's 2nd Visit	Registered	11/15/18
PA 2-136-452	Becky's Test Visit	Registered	9/20/18
PA 2-103-133	Bi-Girls 1st Visit	Registered	2/12/18
PAu 3-916-346	Bi-Girls 2nd Visit	Registered	5/3/18
PA 2-071-956	BJ's 6th Visit	Registered	1/20/18
PAu 3-961-029	BJ's 7th Visit	Registered	9/14/18
PA 2-135-802	Cheyenne's 2nd Visit	Registered	9/14/18
PA 2-071-948	Cousin's 2nd Visit	Registered	1/20/18
PA 2-098-406	Danika's 3rd Visit	Registered	1/24/18
PA 2-128-564	Daphne's 1st Visit	Registered	6/8/18
PA 2-138-088	Debra's 1st Visit	Registered	10/4/18
PA 2-155-202	Debra's 2nd Visit	Registered	12/27/18
PA 2-128-230	Doran's Test Visit	Registered	7/19/18
PA 2-072-149	Erika's 3rd Visit	Registered	1/20/18
PA 2-127-359	Erora's 1st Visit-Duplicate	Registered	7/5/18
PA 2-128-561	Erora's 1st Visit	Registered	7/11/18
PA 2-128-226	Fadden's 1st Visit	Registered	7/19/18
PA 2-100-534	Felecia's 1st Visit	Registered	2/2/18
PA 2-122-769	Finley's 2nd Visit	Registered	5/27/18
PA 2-166-802	Folana's 1st Visit	Registered	2/12/19
PA 2-071-957	Francesca & Finley Gangbang	Registered	1/20/18
PA 2-156-574	Francesca & Finley Visit - Duplicate	Registered	8/26/18
PA 2-071-706	Francesca & Finley Visit	Registered	1/20/18
PA 2-103-555	Francesca's 4th Visit	Registered	2/19/18
PA 2-150-325	Francesca's 5th Visit	Registered	10/19/18
PA 2-102-877	GH Girlfriend 1-1	Registered	2/3/18
PA 2-102-878	GH Girlfriend 1-2	Registered	2/3/18
PA 2-102-880	GH Girlfriend 1-3	Registered	2/3/18
PA 2-102-881	GH Girlfriend 1-4	Registered	2/3/18
PA 2-109-666	GH Girlfriend 1-5&6	Registered	3/29/18
PA 2-133-941	GH Girlfriend 1-8	Registered	8/26/18
PA 2-149-638	GH Girlfriend	Registered	12/7/18
PAu 3-927-649	GH Wife 1-14	Registered	8/2/18
PAu 3-944-299	GH Wife 1-15	Registered	11/21/18
PAu 3-963-396	GH-A060	Registered	2/27/19
PA 2-172-891	GH-A063	Registered	3/9/19
PA 2-172-890	GH-A067B	Registered	3/9/19
PA 2-179-051	GH-A074B	Registered	3/27/19
PA 2-179-050	GH-A081	Registered	3/27/19
PAu 3-970-741	GH-A088	Registered	3/27/19
PA 2-179-613	GH-A091	Registered	4/3/19
PA 2-183-318	GH-A095-Duplicate	Registered	4/12/19
PAu 3-971-092	GH-A095	Registered	4/3/19
PA 2-183-319	GH-A102	Registered	4/12/19
PAu 3-973-956	GH-A109	Registered	4/17/19
PA 2-188-640	GH-A112	Registered	5/3/19
PA 2-188-642	GH-A116	Registered	5/3/19
PA 2-188-659	GH-A119	Registered	5/3/19

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PA 2-157-725	New Girl Review	Registered	1/11/19
PA 2-105-014	Nicolette's 1st Visit	Registered	2/28/18
PA 2-071-958	Ora's 1st Visit	Registered	1/20/18
PA 2-105-208	Ora's 2nd Visit	Registered	3/1/18
PA 2-071-952	Pamala's 1st Visit	Registered	1/20/18
PA 2-107-780	Parker's 2nd Visit	Registered	3/16/18
PA 2-127-361	Parlia's 1st Visit	Registered	7/5/18
PAu 3-938-043	Parlia's 2nd Visit	Registered	10/24/18
PA 2-122-018	Patricia's 1st Visit	Registered	5/27/18
PAu 3-925-331	Patricia's 2nd Visit	Registered	7/11/18
PA 2-155-205	Patricia's 3rd Visit	Registered	12/27/18
PA 2-138-090	Patty's Test Visit	Registered	10/4/18
PA 2-098-181	Paulina B's 1st Visit	Registered	1/23/18
PA 2-109-668	Paulina B's 2nd Visit	Registered	3/29/18
PA 2-098-184	Quincy's 2nd Visit	Registered	1/23/18
PA 2-145-735	Remi's Test Visit	Registered	11/14/18
PAu 3-944-305	Remi's 2nd Visit	Registered	11/21/18
PA 2-108-864	Renee's 1st Visit	Registered	3/23/18
PA 2-133-940	Shira's 1st Visit	Registered	8/26/18
PA 2-125-760	Shira's 2nd Visit	Registered	6/21/18
PA 2-127-358	Sierra's 1st Visit	Registered	6/21/18
PA 2-130-530	Sierra's 2nd Visit	Registered	7/31/18
PAu 3-916-352	Tabor's 1st Visit	Registered	5/3/18
PA 2-127-357	Tabor's 2nd Visit	Registered	7/5/18
PA 2-149-636	Tabor's 3rd Visit	Registered	12/7/18
PA 2-071-715	Takosha's 1st Visit	Registered	1/20/18
PA 2-117-469	Takosha's 2nd Visit	Registered	5/3/18
PAu 3-931-892	Tally's 2nd Visit	Registered	9/20/18
PA 2-128-562	Vartel's Test Visit	Registered	7/11/18
PAu 3-961-223	Veena's 1st Visit	Registered	2/12/19
PA 2-144-882	Vivian's 1st Visit	Registered	6/21/18
PA 2-135-803	Wynter-Hanna	Registered	9/14/18
PA 2-135-801	Wynter's 1st Visit	Registered	9/14/18
PAu 3-933-868	Xia-Wynter	Registered	10/4/18
PA 2-135-806	Xia's 2nd Visit	Registered	9/14/18
PA 2-132-439	Xia's Test Visit	Registered	8/20/18
PA 2-098-400	Yana's 3rd Visit-Duplicate	Registered	1/24/18
PA 2-163-960	Yana's 3rd Visit	Registered	8/26/18
PA 2-072-152	Yvette's 1st Visit	Registered	1/20/18
PA 2-130-529	Zelda's Test Visit	Registered	7/31/18
PA 2-335-733	GH-C274-2	Registered	12/23/21
PA 2-335-732	GH-C281	Registered	12/24/21
PA 2-338-359	GH-C285	Registered	1/6/22
PA 2-336-041	GH-C288-2	Registered	12/24/21
PA 2-336-046	GH-C295-2	Registered	12/24/21
PA 2-336-032	GH-C302-2	Registered	12/24/21
PA 2-336-654	GH-C309-2	Registered	12/26/21
PA 2-338-360	GH-CBNCD	Registered	1/6/22
PA 2-336-652	GH-CBNCG	Registered	12/26/21
PA 2-336-653	GH-CBNP	Registered	12/26/21
PA 2-335-926	GH-CBNW-2	Registered	12/26/21

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PA 2-335-734	GH-CBPCE-2	Registered	12/23/21
PA 2-335-925	GH-CBPD-2	Registered	12/26/21
PA 2-338-362	GH-CBPDB-2	Registered	1/6/22
PA 2-335-924	GH-CBPM-2	Registered	12/26/21
PA 2-336-338	GH-CBPU-2	Registered (by Graves)	12/24/21
PAu 4-125-273	GH-ZBCJ-2	Registered	1/25/22
PA 2-338-357	GH-ZBH-2	Registered	1/6/22
PAu 4-124-215	GH-ZBR-2	Registered	1/12/22
PAu 4-124-818	GH-ZBY-2	Registered	1/20/22
PAu 4-128-783	GH-ZCCF-2	Registered	2/22/22
PAu 4-126-127	GH-ZCE	Registered	1/31/22
PAu 4-126-854	GH-ZCN	Registered	2/8/22
PAu004127621	GH-ZCV	Registered	2/15/22
PAu004133063	GH-ZDCF-2	Registered	3/23/22
PAu004130221	GH-ZDE	Registered	3/1/22
PAu004131084	GH-ZDN-2	Registered	3/7/22
PAu004131809	GH-ZDV	Registered	3/8/22
PAu004133562	GH-ZEB	Registered	3/29/22
PAu004138187	GH-ZECK	Registered	4/26/22
PAu004136224	GH-ZEJ-2	Registered	4/7/22
PAu004136869	GH-ZES-2	Registered	4/13/22
PAu004137289	GH-ZEZ-2	Registered	4/20/22
PAu004140921	GH-ZFCH	Registered	5/23/22
PA0002357082	GH-ZFG-2	Registered	5/10/22
PAu004139800	GH-ZFQ	Registered	5/10/22
PAu004140146	GH-ZFX-2	Registered	5/18/22
PA0002363507	GH-ZGCE-2	Registered	6/24/22
PAu004141090	GH-ZGD	Registered	5/26/22
PA0002364671	GH-ZGDA	Registered	7/1/22
PA0002360941	GH-ZGM	Registered	6/10/22
PAu004142803	GH-ZGU-3	Registered	6/15/22
PAu004144480	GH-220708	Registered	7/5/22
PA0002366386	GH-220715-2	Registered	7/15/22
PAu004145099	GH-220720	Registered	7/15/22
PA0002367549	GH-220722-2	Registered	7/24/22
PAu004145688	GH-220729-2	Registered	7/24/22
PAu004146858	GH-220805-2	Registered	8/5/22
PAu004146991	GH-220812-2	Registered	8/9/22
PA0002371904	GH-220819-2	Registered	8/21/22
PA0002374130	GH-220826-2	Registered	8/29/22
PA0002375944	GH-220902	Registered	9/10/22
PA0002375947	GH-220909-2	Registered	9/10/22
PAu004153259	GH-220916	Registered	9/15/22
PAu004154455	GH-220923-2	Registered	9/21/22
PA0002381300	GH-220930	Registered	10/10/22
PA0002381301	GH-221007-2	Registered	10/10/22
PAu004157116	GH-221014-2	Registered	10/10/22
PA0002383549	GH-221014-2	Registered	10/26/22
PA0002383548	GH-221021-2	Registered	10/26/22
PAu004158714	GH-221028-2	Registered	10/26/22
PA0002386667	GH-221104-2	Registered	11/11/22

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PA0002386666	GH-221111-2	Registered	11/11/22
PA0002387420	GH-221118-2	Registered	11/18/22
PA0002388105	GH-221125-2	Registered	11/25/22
PAu004161793	GH-221202-2	Registered	11/30/22
PAu004162728	GH-221209-2	Registered	12/7/22