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NOTE: CHANGES MADE BY THE COURT

CC: Fiscal

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

WARNER BROS.  
ENTERTAINMENT INC.,  
COLUMBIA PICTURES  
INDUSTRIES, INC., DISNEY  
ENTERPRISES, INC., PARAMOUNT  
PICTURES CORPORATION,  
TWENTIETH CENTURY FOX FILM  
CORPORATION, and UNIVERSAL  
CITY STUDIOS PRODUCTIONS  
LLP,

Plaintiffs,

vs.

WTV SYSTEMS, INC. and WTV  
SYSTEMS, LLC d/b/a ZEDIVA, and  
VENKATESH SRINIVASAN,

Defendants.

**CASE NO. 2:11-cv-02817-JFW-E**

**PRELIMINARY INJUNCTION**



1 their website; (5) transmit the performance via the internet to the  
2 customer; and (6) provide the customer with a custom viewer  
3 necessary to view the video stream.

4 Order at 3.

5 c. “Comparable Service” shall mean any website, system or  
6 software that provides comparable functionality to the Zediva Service in terms of  
7 transmitting performances from DVDs embodying copies of Copyrighted Works to  
8 users via the internet.

9 d. “Copyrighted Works” shall mean each of those works, or  
10 portions thereof, whether now in existence or later created, in which any Plaintiff  
11 (or parent, subsidiary or affiliate of any Plaintiff) owns or controls an exclusive  
12 right under the United States Copyright Act, 17 U.S.C. §§ 101 et seq.

13 e. “Transfer of a Zediva Service-Related Asset” shall mean any  
14 agreement or transaction whatsoever to sell, lease, license, assign, convey, give  
15 away, distribute, loan, barter, hypothecate, encumber, pledge or otherwise transfer,  
16 whether or not for consideration or compensation, any part of the software, source  
17 code, other technology, domain names, trademarks or brands used in connection  
18 with the Zediva Service or any Comparable Service.

19 2. Defendants, and all of their officers, agents, servants, and employees,  
20 and all persons in active concert or participation or in privity with any of them,  
21 **ARE HEREBY PRELIMINARILY RESTRAINED AND ENJOINED** from using  
22 any Copyrighted Work in the Zediva Service or any Comparable Service.

23 3. The terms of Paragraph 2 of this Preliminary Injunction shall not apply  
24 to any Copyrighted Work for which Defendants have obtained express written  
25 authorization or license for the use being made of such Copyrighted Work from the  
26 Plaintiff (or parent, subsidiary or affiliate of any Plaintiff) that owns or controls the  
27 Copyrighted Work, provided that such authorization or license is in force and valid  
28 at the time of Defendants’ use of the Copyrighted Work.

1           4.     Except as specifically provided below in this Paragraph 4, any  
2 Defendant, prior to entering into any Transfer of a Zediva Service-Related Asset,  
3 shall require, as a condition of such transaction, that the transferee:

- 4                 a.     submit to this Court’s jurisdiction and venue;  
5                 b.     agree to be bound by the terms of this Preliminary Injunction,  
6 for so long as they remain in effect; and  
7                 c.     apply to the Court promptly for an Order adding the transferee  
8 as a party to this Preliminary Injunction.

9 Defendants shall not permit the closure of any Transfer of a Zediva Service-Related  
10 Asset until the Court has entered such Order. The foregoing requirements of this  
11 Paragraph 4 shall not apply to the Transfer of a Zediva Service-Related Asset  
12 consisting of pieces of hardware that have been used in connection with the Zediva  
13 Service or any Comparable Service, including servers (provided that all content has  
14 been permanently removed from such server prior to transfer), DVD players, video  
15 adapters, or mounting brackets, provided that no initial or ultimate transferee shall  
16 obtain substantially all of the hardware used in connection with the Zediva Service  
17 or any Comparable Service.

18           5.     Defendants shall not engage in any Transfer of a Zediva Service-  
19 Related Asset (including any transfer of hardware described in the last sentence of  
20 Paragraph 4 above) with or to any party whom Defendants know to be engaged in,  
21 or intend to be engaged in, conduct that, if engaged in by persons bound by this  
22 Preliminary Injunction, would violate the terms of this Preliminary Injunction.

23           6.     Violation of this Preliminary Injunction shall expose Defendants and  
24 all other persons bound by this Preliminary Injunction to all applicable penalties,  
25 including contempt of Court.

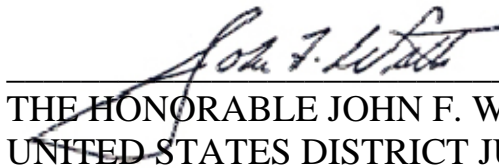
26           7.     Within two days of the date the Court enters this Preliminary  
27 Injunction, Plaintiffs shall post security pursuant to Federal Rule of Civil Procedure  
28 65 in the amount of \$50,000 to compensate Defendants for their losses, if any, in

1 the event that this injunction is reversed or vacated. Plaintiffs may post security by  
2 submitting a bond or undertaking, cashier's check or wire transfer to, and as  
3 directed, by the Clerk of the Court.

4 8. Within fourteen days of the date the Court enters this Preliminary  
5 Injunction, Defendants shall file and serve a report in writing and under oath setting  
6 forth in detail the manner and form with which Defendants have complied with the  
7 Preliminary Injunction.

8 IT IS SO ORDERED.

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10 Dated: August 15, 2011

11   
12 THE HONORABLE JOHN F. WALTER  
13 UNITED STATES DISTRICT JUDGE  
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