

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ADVANCED ACCESS CONTENT SYSTEM
LICENSING ADMINISTRATOR, LLC,

Plaintiff,

- against -

LANNY SHEN d/b/a DVDFAB AND FENGTAO
SOFTWARE INC. ET AL,

Defendants.

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ORDER

No. 14 Civ. 1112 (VSB)

VERNON S. BRODERICK, United States District Judge:

Plaintiff having moved for a preliminary injunction, Defendants having failed to appear, and the Court having considered papers in support of the motion, heard argument of counsel, made preliminary findings of fact and conclusions of law on the record, and indicated that it subsequently will file a more detailed opinion, it is hereby

ORDERED, as follows:

1. Plaintiff's motion is granted.
2. Defendants, their officers, agents, attorneys, servants, employees, and any persons in active concert or participation with them are preliminary enjoined and restrained from:
 - a) manufacturing, importing, offering to the public, providing, or otherwise trafficking in any technology, product, service, device, component, or part thereof capable of circumventing the AACS Technology – including but not limited to: i) DVDFab Blu-ray Ripper (3D plus); ii) DVDFab Blu-ray Copy; iii) DVDFab Blu-ray to DVD Converter; iv) DVDFab HD Decrypter; v) Passkey for Blu-ray; and

vi) Passkey Lite (collectively, the “DVDFab Software”) (the “Circumventing Activities”);

- b) moving, destroying, or otherwise disposing of any items, merchandise or documents relating to the DVDFab Software, Defendants’ assets and operations, and/or the following domain names: DVDFab.com, DVDFab.net, DVDIdle.com, 3d-video-converters.com, 3dBluRay-ripper.com, Blu-Ray-ripper.us, Blu-Ray-Software.us, BluRayripper.jp, BluRaysbs3d.com, BluRaysoft.jp, CopyBluRay.us, DVDFab.jp, DVDFab9.com, DVDvideosoftware.jp, kopiersoftware.com, macBluRaycopy.com, mourlife.com, readtechnews.com, sbs3d.com, sbs3dconverter.com, sbs3dcopy.com, sbs3dripper.com, tracehotnews.com, videoconverter.jp, wollytech.com, xn--dvd-ti4bzc1jla2oj3ne.com, 2d-3d-converter.com, copyDVDsoftware.us, sbs3dcreator.com, DVDFab.de, audio-dvd-creator.com, ripperBluRay.com, DVDFabb.com and DVDFfab.com (collectively, the “DVDFab Domain Names” and the websites located or operated at those domain names shall be collectively referenced as the “DVDFab Websites”); and
- c) removing, destroying or otherwise disposing of any computer files, electronic files, business records, or documents relating to the DVDFab Domain Names, the DVDFab Websites or the DVDFab Software, and/or Defendants’ assets and operations or relating in any way to the manufacturing, importing, offering to the public, providing, or otherwise trafficking in any technology, product, service, device, component, or part thereof capable of circumventing the AACS Technology (including but not limited to the DVDFab Software).

3. Defendants shall not conduct or participate in any of the Circumventing Activities through any website, social media or social networking site or service, or other online service or platform, or through any offline means.
4. Defendants shall disable and cease use of the DVDFab Domain Names, the DVDFab Websites, and the social media or online service accounts associated with, and any pages, profiles, or channels located at, the following URLs: facebook.com/dvdfab, twitter.com/DVDFabber, youtube.com/user/dvdfabber and plus.google.com/+dvdfabber (the "DVDFab Social Media Accounts").
5. In accordance this Court's inherent equitable power to issue provisional remedies ancillary to its authority to provide final equitable relief, domain name registries, including but not limited to VeriSign, Inc., NeuStar, Inc., Public Interest Registry, Japan Registry Service Co., Ltd. (JPRS), DENIC Verwaltungs- und Betriebsgesellschaft eG (DENIC) and/or the individual registrars holding or listing one or more of the DVDFab Domain Names, and who receive actual notice of this Order, shall, within three (3) days of receipt of this Order, temporarily disable such domain names, or any subset of the DVDFab Domain Names specified by Plaintiff, through a registry hold or otherwise, and make them inactive and non-transferable pending further order from this Court.
6. Any third party service providers providing services to Defendants in connection with any of the DVDFab Domain Names, the DVDFab Websites or the DVDFab Social Media Accounts, and who receive actual notice of this Order, including without limitation, web hosting providers, social media or other online service providers (including without limitation, Facebook, Twitter, YouTube and Google+), back-end service providers, web designers, distributors, search-based online advertising services (such as through paid


inclusion, paid search results, sponsored search results, sponsored links, and Internet keyword advertising), and any banks, savings and loan associations, merchant account providers, payment processors and providers, credit card associations, or other financial institutions which receive or process payments or hold assets on Defendants' behalf (including without limitation, Avangate Inc., Avangate B.V., PayPal, Western Union, PayEase, IPS Ltd., Realex, WorldPay, Opus Payments, Amazon Payments, WorldPay, Money Gram International, WebMoney, Visa, MasterCard, Discover, American Express, Visa Electron, Maestro, Solo, Laser, and Carte Bleue) for any Defendant or any of the DVDFab Domain Names or the DVDFab Websites, and who receive actual notice of this Order, shall, within three (3) days of receipt of this Order, cease or disable providing such services to: a) Defendants in relation to the DVDFab Software and/or any other products or services that circumvent the AACCS Technology; and b) any and all of the DVDFab Domain Names, the DVDFab Websites or DVDFab Social Media Accounts.

7. Any third party persons or entities who are members or participants in Defendants' "DVDFab affiliate program" (whereby affiliates earn commissions by promoting or selling the DVDFab Software) and who receive actual notice of this Order, shall, within three (3) days of receipt of this Order, cease offering to the public, providing, promoting, selling or otherwise trafficking, on their websites or through any other means, in the DVDFab Software and/or any other products or services offered by Defendants that circumvent the AACCS Technology.
8. The preliminary injunction contained herein is effective immediately. Its continuation beyond 5 p.m. on March 11, 2014 is contingent upon Plaintiff filing with the Clerk, at or before that time, cash or a bond in the amount of \$50,000 for the payment of such costs

and damages as may be incurred or suffered by any party who is found to have been wrongfully enjoined or restrained.

SO ORDERED.

Dated: March 4, 2014
New York, New York



Vernon S. Broderick
United States District Judge