

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No. 5:25-cv-00685-JLS-DTB

Date: August 04, 2025

Title: Amazon Content Services LLC et al v. Zachary Adam-Lane DeBarr et al

Present: **Honorable JOSEPHINE L. STATON, UNITED STATES DISTRICT JUDGE**

Kelly Davis
Deputy Clerk

N/A
Court Reporter

Attorneys Present for Plaintiffs:

Attorneys Present for Defendants:

Not Present

Not Present

**PROCEEDINGS: (IN CHAMBERS) ORDER GRANTING MOTION FOR
DEFAULT JUDGMENT (Doc. 30)**

Before the Court is a motion for default judgment filed by Plaintiffs Amazon Content Services LLC, Apple Video Programming LLC, Columbia Pictures Industries, Inc., Disney Enterprises, Inc., Netflix US, LLC, Paramount Pictures Corporation, Universal City Studios Productions LLLP, Universal City Studios LLC, and Warner Bros. Entertainment Inc. (collectively, “Plaintiffs”). (Mot, Doc. 30.) The Court finds this matter appropriate for decision without oral argument, and the hearing set for August 8, 2025, at 10:30 a.m. is VACATED. Fed. R. Civ. P. 78(b); C.D. Cal. R. 7-15. For the following reasons, the Court GRANTS Plaintiffs’ motion as to the request for default judgment. However, the Court requires additional information to determine a reasonable attorneys’ fees award.

I. BACKGROUND

Plaintiffs initiated this action against Defendants Zachary Adam-Layne DeBarr and iLockSports LLC (collectively, “Defendants”) on March 4, 2025. (Compl., Doc. 1.) Plaintiffs and their affiliates produce and distribute some of the most popular and critically acclaimed movies and television shows in the world. (*Id.* ¶¶ 1, 29.) Plaintiffs invest substantial resources to develop, produce, distribute, and publicly perform their

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No. 5:25-cv-00685-JLS-DTB

Date: August 04, 2025

Title: Amazon Content Services LLC et al v. Zachary Adam-Lane DeBarr et al

copyrighted works, and have the exclusive U.S. rights to do so. (*Id.* ¶¶ 29–30.)

Defendant DeBarr is a California resident who owns and operates Defendant iLockSports, a California limited liability company. (*Id.* ¶¶ 21–22.)

Plaintiffs allege that their copyrighted works have been streamed without authorization through Defendants’ service, Outer Limits IPTV, which operated at the domains outerlimitsiptv.com and outerlimitshosting.net. (*Id.* ¶¶ 1, 22, 26, 35.) In exchange for a subscription fee ranging from \$20 per month to \$200 per year, Defendants provided Outer Limits’ subscribers with unauthorized access to “more than 13,000 movie titles and over 3,000 television series, as well as over 4,000 printed channels, including international content and live sports events.” (*Id.* ¶ 7.) Exhibit A to the Complaint contains a list of 100 of Plaintiffs’ copyrighted works to which Defendants offered subscribers unauthorized access. (Ex. A to Compl., Doc. 1.) An investigation conducted by the Motion Picture Association and Alliance for Creativity and Entertainment confirmed that this list constitutes a “mere fraction” of the total copyrighted content available through Outer Limits. (Willett Decl. ¶ 12, Doc. 30-2; Compl. ¶ 3.) The investigation also revealed that the Outer Limits domains “receive[d] nearly 300,000 visits annually [and] an average of almost 30,000 monthly visitors.” (Compl. ¶ 46.)

Plaintiffs have “tried since as far back as 2020 to get Defendants to stop infringing without the need for court intervention.” (*Id.* ¶ 9.) Plaintiffs sent Defendants a cease-and-desist letter in September 2020, which prompted Defendants to temporarily shut down Outer Limits in November 2020. (*Id.* ¶¶ 42, 44.) However, Defendants re-activated Outer Limits in August 2021. (*Id.* ¶ 45.) Plaintiffs sent Defendants another cease-and-desist letter in May 2024 and have since made numerous attempts to contact

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No. 5:25-cv-00685-JLS-DTB

Date: August 04, 2025

Title: Amazon Content Services LLC et al v. Zachary Adam-Lane DeBarr et al

DeBarr via phone, email, and mail. (*Id.* ¶¶ 61–62.) Defendants disregarded Plaintiffs’ demands and communications, leading Plaintiffs to file this lawsuit. (Compl. ¶ 9.)

Based on the above allegations, Plaintiffs bring claims against Defendants for direct copyright infringement, contributory copyright infringement, and inducement of copyright infringement. (*Id.* ¶¶ 64–96.) Plaintiffs properly served DeBarr and iLockSports with the Summons and Complaint on March 8, 2025, and March 10, 2025, respectively. (DeBarr Proof of Serv., Doc. 21; iLockSports Proof of Serv., Doc. 12.) The Clerk entered default against Defendants on April 18, 2025. (Entry of Default, Doc. 25.)

Soon after Defendants received notice of this lawsuit, the Outer Limits domains went offline and became inaccessible within the United States. (Willet Decl. ¶ 15.) However, Plaintiffs maintain that there remains a substantial risk that Defendants may reactivate Outer Limits in light of DeBarr’s history of copyright infringement, which dates back to at least 2017. (*Id.*; Compl. ¶ 6.)

Plaintiffs now move for default judgment against Defendants, seeking \$15,000,000 in statutory damages, \$303,600 in attorneys’ fees, eligible costs, post-judgment interest, and a permanent injunction. (Mot. at 2.)

II. LEGAL STANDARD

Under Rule 55 of the Federal Rules of Civil Procedure, default judgment is a two-step process: an entry of default judgment must be preceded by an entry of default. *See* Fed. R. Civ. P. 55; *see also Eitel v. McCool*, 782 F.2d 1470, 1471 (9th Cir. 1986). Upon entry of default, the factual allegations of the complaint, save for those concerning damages, are deemed to have been admitted by the defaulting party. *See Geddes v. United Fin. Grp.*, 559 F.2d 557, 560 (9th Cir. 1977); *see also* Fed. R. Civ. P. 8(b)(6).

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No. 5:25-cv-00685-JLS-DTB

Date: August 04, 2025

Title: Amazon Content Services LLC et al v. Zachary Adam-Lane DeBarr et al

“On the other hand, a defendant is not held to admit facts that are not well-pleaded or to admit conclusions of law.” *United States v. Cathcart*, 2010 WL 1048829, at *4 (N.D. Cal. Feb. 12, 2010). “[I]t follows from this that facts which are not established by the pleadings of the prevailing party, or claims which are not well-pleaded, are not binding and cannot support the judgment.” *Danning v. Lavine*, 572 F.2d 1386, 1388 (9th Cir. 1978).

A district court has discretion to grant or deny a motion for default judgment. *Aldabe v. Aldabe*, 616 F.2d 1089, 1092 (9th Cir. 1980). The Ninth Circuit has set forth seven factors to be considered by courts in reviewing a motion for default judgment:

(1) the possibility of prejudice to the plaintiff, (2) the merits of plaintiff’s substantive claim, (3) the sufficiency of the complaint, (4) the sum of money at stake in the action[,], (5) the possibility of a dispute concerning material facts[,], (6) whether the default was due to excusable neglect, and (7) the strong policy underlying the Federal Rules of Civil Procedure favoring decisions on the merits.

Eitel, 782 F.2d at 1471–72.

“If the court determines that the allegations in the complaint are sufficient to establish liability, it must then determine the amount and character of the relief that should be awarded.” *Landstar Ranger, Inc. v. Parth Enters., Inc.*, 725 F. Supp. 2d 916,

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No. 5:25-cv-00685-JLS-DTB

Date: August 04, 2025

Title: Amazon Content Services LLC et al v. Zachary Adam-Lane DeBarr et al

920 (C.D. Cal. 2010) (quotations omitted). This is because the allegations of the number of damages suffered are not taken as true. *See Geddes*, 559 F.2d at 560

III. DISCUSSION

A. Local Rule 55-1

Plaintiffs’ motion complies with Local Rule 55-1. Plaintiffs accompanied the motion with a sworn declaration, providing the pleading on which default was entered and when it was entered, and stating that Defendants are not infants or incompetent persons and that the Servicemembers Civil Relief Act does not apply. (Commerson Decl. ¶¶ 2–8, Doc. 30-1.) Because Defendants have not appeared in this case, service of the motion is not required. Fed. R. Civ. P. 55(b)(2). Nevertheless, Plaintiffs served Defendants with a copy of the motion. (Mot. Proof of Serv., Doc. 31; Commerson Decl. ¶¶ 6–7.) The requirements of Local Rule 55-1 have been satisfied.

B. *Eitel* Factors

1. Possibility of Prejudice to Plaintiff

“The first *Eitel* factor considers whether a plaintiff will suffer prejudice if a default judgment is not entered.” *Landstar Ranger*, 725 F. Supp. 2d at 920. Prejudice can be shown if denying default judgment would leave a plaintiff without a remedy. *See id.* Here, Defendants have elected not to respond to the complaint, “thereby denying [Plaintiffs] [their] right to have [their] claim heard and to seek relief.” *Custer v. Cristo Armstrong Powers, Inc.*, 2020 WL 5223559, at *1 (C.D. Cal. July 7, 2020) (Staton, J.); *accord Evans v. Creditor’s Specialty Serv., Inc.*, 2016 WL 730277 at *2 (N.D. Cal. Feb. 24, 2016). Accordingly, the first *Eitel* factor weighs in favor of granting default judgment.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No. 5:25-cv-00685-JLS-DTB

Date: August 04, 2025

Title: Amazon Content Services LLC et al v. Zachary Adam-Lane DeBarr et al

2. Merits of Claims and Sufficiency of Complaint

The next two *Eitel* factors examine the plaintiff’s likelihood of success on the merits. Under these two factors, plaintiffs seeking default judgments must “state a claim on which the[y] [] may recover.” *See PepsiCo, Inc. v. Cal. Sec. Cans*, 238 F. Supp. 2d 1172, 1175 (C.D. Cal. 2002) (cleaned up). “In considering the sufficiency of the complaint and the merits of the plaintiff’s substantive claims, facts alleged in the complaint not relating to damages are deemed to be true upon default.” *Bd. of Trs. of Sheet Metal Workers v. Moak*, 2012 WL 5379565, at *2 (N.D. Cal. Oct. 31, 2012) (citing *Geddes*, 559 F.2d at 560; Fed. R. Civ. P. 8(d)).

Plaintiffs assert claims against Defendants for direct copyright infringement, contributory copyright infringement, and inducement of copyright infringement. (Compl. ¶¶ 64–96.) The Court finds that Plaintiffs have sufficiently pled each of these claims, and thus the second and third *Eitel* factors weigh in favor of granting default judgment.

i. Direct Copyright Infringement

To establish a claim for direct copyright infringement, a plaintiff must demonstrate (1) that it owns a valid copyright of the allegedly infringed material, and (2) that defendant violated plaintiff’s exclusive rights under the Copyright Act. *A&M Records, Inc. v. Napster, Inc.*, 239 F.3d 1004, 1013 (9th Cir. 2001).

Plaintiffs have provided certificates of registration from the United States Copyright Office for all 100 of the allegedly infringed works listed in Ex. A to the Complaint. (Certificates of Registration, Exs. 1–100 to Commerson Decl., Doc. 30-1.)

“A copyright registration is ‘prima facie evidence of the validity of the copyright and the facts stated in the certificate.’” *United Fabrics Int’l, Inc. v. C&J Wear, Inc.*, 630 F.3d 1255, 1257 (9th Cir. 2011) (quoting 17 U.S.C. § 410(c)); *see also Ent. Research Grp., Inc. v. Genesis Creative Grp., Inc.*, 122 F.3d 1211, 1217 (9th Cir. 1997) (explaining that a

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No. 5:25-cv-00685-JLS-DTB

Date: August 04, 2025

Title: Amazon Content Services LLC et al v. Zachary Adam-Lane DeBarr et al

certificate of registration bearing the plaintiff’s name “creates a presumption of ownership of a valid copyright”).

As copyright holders, Plaintiffs have the exclusive rights to reproduce, prepare, distribute, publicly perform, and import their copyrighted works. 17 U.S.C. § 106. Plaintiffs allege that, by providing Outer Limits subscribers access to unauthorized reproductions of Plaintiffs’ copyrighted works, Defendants have infringed their exclusive rights to reproduce and display their copyrighted works publicly. (Compl. ¶¶ 32–47, ¶¶ 52–56, 66–68.) Plaintiffs’ Complaint contains screenshots of several popular movies and television series that were illegally streamed through the Outer Limits domains. (See, e.g., Compl. ¶ 5, Figure 1 (depicting Universal’s *Wicked* streaming on Outer Limits); see also *id.* ¶ 55, Figure 9 (depicting Disney’s *Moana 2* streaming on Outer Limits).)

Accordingly, Plaintiffs have sufficiently pled a claim for direct copyright infringement against Defendants.

ii. Contributory Copyright Infringement

To establish a claim for contributory copyright infringement, a plaintiff must show (1) direct infringement by a third party; (2) that the defendant knew or had reason to know of the third party’s infringing activity; and (3) that the defendant induced, caused, or materially contributed to the infringing conduct. *Perfect 10, Inc. v. Visa Int’l Serv., Ass’n*, 494 F.3d 788,795 (9th Cir. 2007); *A&M Records*, 239 F.3d at 1020. Plaintiffs have satisfied each of these requirements.

First, Plaintiffs allege that the third-party subscribers to Outer Limits directly infringed upon Plaintiffs’ valid copyrighted works insofar as they illegally streamed the works and/or uploaded them to the internet. (Compl. ¶¶ 78–79.) This conduct infringes Plaintiffs’ exclusive rights under the Copyright Act to reproduce and publicly perform

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No. 5:25-cv-00685-JLS-DTB

Date: August 04, 2025

Title: Amazon Content Services LLC et al v. Zachary Adam-Lane DeBarr et al

their copyrighted works. 17 U.S.C. § 106(1), (4); *ABC, Inc. v. Aereo, Inc.*, 573 U.S. 431, 442 (2014) (“The concept of public performance covers not only the initial rendition or showing, but also any further act by which that rendition or showing is transmitted or communicated to the public”) (cleaned up).

Second, Plaintiffs have established that Defendants had actual knowledge of the third-party subscribers’ infringing activity. Plaintiffs allege that (1) Defendants “systemically offer[ed] for sale thousands of live television channels, movies, and television series containing copyrighted works that can only be lawfully accessed through a limited number of legitimate services”; (2) DeBarr “publicly promoted” Outer Limits’ access to content on his YouTube account on multiple occasions; and (3) Defendants emailed subscribers with an username, password, and access link with instructions to download a third-party media player that facilitated the streaming of the copyrighted works. (Compl. ¶¶ 38–44, 48–51, 78.) *See Columbia Pictures Industries, Inc. v. Galindo*, 2022 WL 17094713, at *9 (C.D. Cal. Nov. 18, 2022) (finding knowledge element satisfied where the complaint provided “detailed summary” of how defendants “actively encourage[ed]” infringement by third parties). Further, Plaintiffs allege that Defendants continued to operate Outer Limits even after Plaintiffs notified Defendants that their conduct infringed upon Plaintiffs’ copyrighted works and demanded that Defendants cease such conduct. (Compl. ¶¶ 60–62).

Third, Plaintiffs have shown that Defendants materially contributed to the third parties’ infringement. A “material contribution” may be established where the defendant “substantially assists ... a worldwide audience of users to access infringing materials.” *Perfect 10, Inc.*, 508 F.3d at 1172. Plaintiffs allege that Defendants “configure[d] and promote[d]” the use of Outer Limits “to connect subscribers to unauthorized streams” of Plaintiffs’ copyrighted works. (Compl. ¶ 79.) Those third parties directly infringe Plaintiffs’ exclusive rights by copying and/or publicly performing the copyrighted works without Plaintiffs’ authorization. By operating Outer Limits’ domains and supplying

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No. 5:25-cv-00685-JLS-DTB

Date: August 04, 2025

Title: Amazon Content Services LLC et al v. Zachary Adam-Lane DeBarr et al

subscribers with unauthorized access to Plaintiffs’ copyrighted works, Defendants have facilitated, encouraged, and enabled the direct infringement of Plaintiffs’ copyrighted works.

Accepting Plaintiffs’ allegations as true, the Court finds that Plaintiffs have sufficiently pled a claim for contributory copyright infringement.

iii. Inducement of Copyright Infringement

To establish a claim for inducement of copyright infringement, a plaintiff must demonstrate four elements: “(1) the distribution of a device or product; (2) acts of infringement; (3) an object of promoting use of the device or product to infringe copyright, and (4) causation.” *Columbia Pictures Indus., Inc. v. Fung*, 710 F.3d 1020,1032 (9th Cir. 2013). Plaintiffs have satisfied all four elements.

First, Defendants distributed and sold subscriptions to Outer Limits, which constitutes “the distribution of a device or product.” *See Fung*, 710 F.3d at 1033 (explaining that “services available on the Internet” provide a basis for inducement liability).

Second, as discussed above, Defendants infringed on Plaintiffs’ copyrighted works by streaming the works through Outer Limits without authorization and by providing subscribers access to the works.

Third, Defendants knowingly distributed copyrighted works through Outer Limits “with the object of promoting its use to infringe copyright.” *Fung*, 710 F.3d at 1032. Plaintiffs allege that DeBarr advertised Outer Limits on his YouTube channel and gave away free subscriptions to Outer Limits over a recorded live chat on YouTube that attracted an audience of over 100 people. (Compl. ¶¶ 38–41.) “Entic[ing] or

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No. 5:25-cv-00685-JLS-DTB

Date: August 04, 2025

Title: Amazon Content Services LLC et al v. Zachary Adam-Lane DeBarr et al

persuad[ing] another to infringe ... by advertising” is the “classic case” of inducing infringement. *Metro-Goldwyn-Mayer Studios Inc. v. Gorkster, Ltd.*, 545 U.S. 913, 935–36 (2005).

Fourth, “if one provides a service that could be used to infringe copyrights, with the manifested intent that the service actually be used in that manner, that person is liable for the infringement that occurs through the use of the service.” *Fung*, 710 F.3d at 1037. Defendants distributed and promoted Outer Limits with the clear intent that subscribers would publicly perform Plaintiffs’ copyrighted works without authorization, and “infringing conduct predictably followed.” *Warner Bros. Ent., Inc. v. Tusa*, 2021 WL 6104399, at *5 (C.D. Cal. Oct. 25, 2021). Thus, the causation element is plainly met.

Accordingly, Plaintiffs have sufficiently pled their claim for inducement of copyright infringement.

3. Amount of Money at Stake

Under the fourth *Eitel* factor, “the court must consider the amount of money at stake in relation to the seriousness of Defendant’s conduct.” *PepsiCo*, 238 F. Supp. 2d at 1176. “Default judgment is disfavored where the sum of money at stake is too large or unreasonable in relation to defendant’s conduct.” *Vogel v. Rite Aid Corp.*, 992 F. Supp. 2d 998, 1012 (C.D. Cal. 2014).

Plaintiffs seek statutory damages in the amount of \$15,000,00, which reflects the statutory maximum of \$150,000 for each of the 100 infringed upon copyrighted works listed in Exhibit A to the Complaint. (Mot. at 22.) Under the Copyright Act, the Court can award statutory damages of between \$750 and \$30,000 with respect to any one work. 17 U.S.C. § 504(c)(1). If the Court finds that the infringement was willful it may, at its discretion, “increase the award of statutory damages to a sum of not more than

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No. 5:25-cv-00685-JLS-DTB

Date: August 04, 2025

Title: Amazon Content Services LLC et al v. Zachary Adam-Lane DeBarr et al

\$150,000.” 17 U.S.C. § 504(c)(2). District courts have “wide discretion in determining the amount of statutory damages to be awarded, constrained only by the specified maxima and minima.” *Harris v. Emus Records Corp.*, 734 F.2d 1329, 1335 (9th Cir. 1984).

The Court finds the requested amount of statutory damages reasonable in light of the seriousness of Defendants’ infringement and the harm it caused. The nature and scope of Defendants’ conduct indicates that they willfully engaged in egregious copyright infringement on a massive scale. For nearly five years, Defendants operated and publicly promoted a service that offered subscribers access to a vast library of unauthorized content, which included more than 4,000 live channels, 13,000 movies, and 3,000 television series. (Compl. ¶¶ 38–42, 47.) The Outer Limits domains received nearly 300,000 visits annually—a figure that likely understates the scope of the infringement perpetuated by Defendants, as subscribers could access the unauthorized content without visiting those domains at all. (*Id.* ¶ 46.) Defendants’ business model deprives copyright owners of their exclusive rights to control the use of their works, undermines Plaintiffs’ legitimate service offerings, threatens the economic structure of the entertainment industry, and encourages growth of the illicit market for infringing content. (Willett Decl. ¶¶ 23–24.) Moreover, Defendants’ decisions to temporarily shut down Outer Limits in 2020 following Plaintiffs’ first cease-and-desist letter—only to later reactivate Outer Limits and disregard Plaintiffs’ second cease-and-desist letter in 2024—further underscore their willfulness. (Compl. ¶¶ 42–44, 61.) Given the extent of Defendants’ willful conduct, the Court finds an award of \$150,000 for each of the 100 copyrighted works listed in Exhibit A to the Complaint reasonable.

The Court also notes that the works identified in Exhibit A represent only a small portion of the total copyrighted works that Defendants infringed—and for which they would be liable if they were to appear and litigate this case. A complete accounting of Defendants’ infringement would likely entail thousands of Plaintiffs’ copyrighted works.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No. 5:25-cv-00685-JLS-DTB

Date: August 04, 2025

Title: Amazon Content Services LLC et al v. Zachary Adam-Lane DeBarr et al

For these reasons, the Court finds the statutory damages requested to be commensurate with the nature and scope of Defendants’ misconduct. *See Galindo*, 2022 WL 17094713, at *11 (awarding maximum statutory damages where defendants willfully engaged in “egregious” copyright infringement and plaintiffs requested damages for only a fraction of the total works likely infringed). The fourth *Eitel* factor therefore weighs in favor of default judgment.

4. Possibility of Dispute Concerning Material Facts

“The fifth *Eitel* factor examines the likelihood of dispute between the parties regarding the material facts surrounding the case.” *Craigslist, Inc. v. Naturemarket, Inc.*, 694 F. Supp. 2d 1039, 1060 (N.D. Cal. 2010). “Where a plaintiff has filed a well-pleaded complaint, the possibility of dispute concerning material facts is remote.” *Wecosign, Inc. v. IFG Holdings, Inc.*, 845 F. Supp. 2d 1072, 1082 (C.D. Cal. 2012); *see also Landstar Ranger*, 725 F. Supp. 2d at 921–22 (“Since [plaintiff] has supported its claims with ample evidence, and defendant has made no attempt to challenge the accuracy of the allegations in the complaint, no factual disputes exist that preclude the entry of default judgment.”).

As discussed above, Plaintiffs have adequately pled their claims against Defendants and provided evidence to support those claims. Thus, a dispute concerning material facts is unlikely, and this factor weighs in favor of default judgment.

5. Possibility of Excusable Neglect

“The sixth *Eitel* factor considers the possibility that the default resulted from excusable neglect.” *PepsiCo*, 238 F. Supp. 2d at 1177. This factor favors default judgment when the defendant has been properly served or the plaintiff demonstrates that the defendant is aware of the lawsuit. *See id.* Here, Defendants were properly served but have failed to appear and defend. (*See* DeBarr Proof of Serv.; iLockSports Proof of

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No. 5:25-cv-00685-JLS-DTB

Date: August 04, 2025

Title: Amazon Content Services LLC et al v. Zachary Adam-Lane DeBarr et al

Serv.) Therefore, the sixth *Eitel* factor weighs in favor of granting default judgment.

6. Policy Favoring Decisions on the Merits

“The final *Eitel* factor examines whether the strong policy favoring deciding cases on the merits prevents a court from entering default judgment.” *Craigslis*, 694 F. Supp. 2d at 1061. Although “[c]ases should be decided upon their merits whenever reasonably possible,” *Eitel*, 782 F.2d at 1472, “Rule 55(a) allows a court to decide a case before the merits are heard if defendant fails to appear and defend.” *Landstar Ranger*, 725 F. Supp. 2d at 922. In this case, Defendants have forfeited the opportunity to defend themselves on the merits by failing to appear and respond. Therefore, this final *Eitel* factor does not weigh against granting default judgment.

7. Conclusion as to *Eitel* Factors

In sum, the *Eitel* factors weigh in favor of granting default judgment on Plaintiffs’ claims for copyright infringement against Defendants. The Court turns next to the issue of remedies.

IV. REMEDIES

A. Statutory Damages

As discussed above in Section III.B.3, Plaintiffs request \$15,000,000 in statutory damages. For the reasons set forth therein, the Court finds this amount reasonable. Accordingly, the Court, exercising its discretion, awards Plaintiffs \$15,000,000 in statutory damages under the Copyright Act.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No. 5:25-cv-00685-JLS-DTB

Date: August 04, 2025

Title: Amazon Content Services LLC et al v. Zachary Adam-Lane DeBarr et al

B. Permanent Injunction

Plaintiffs also seek to permanently enjoin Defendants, as well as their officers, agents, employees, attorneys, and all other persons who are acting in concert or participation with them, from infringing Plaintiff’s copyrights and from aiding and abetting others in such infringement. (Proposed Order ¶¶ A–E, Doc. 30-3.) In addition, Plaintiffs seek an order requiring service providers who are in active participation with Defendants, and who receive actual notice of such an order, to turn over the domains associated with the Outer Limits domains to Plaintiffs and to cease providing services to any such domain. (*Id.* ¶¶ F–G.)

The Copyright Act allows courts to grant permanent injunctions “to prevent or restrain infringement of a copyright.” 17 U.S.C. § 502(a). A party seeking a permanent injunction must demonstrate: “(1) that it has suffered an irreparable injury; (2) that remedies available at law, such as monetary damages, are inadequate to compensate for that injury; (3) that, considering the balance of the hardships between the plaintiff and defendant, a remedy in equity is warranted; and (4) that the public interest would not be disserved by a permanent injunction.” *La Quinta Worldwide LLC v. Q.R.T.M., S.A. de C.V.*, 762 F.3d 867, 879 (9th Cir. 2014) (citations omitted). The Court finds that Plaintiffs have satisfied all four elements.

First, Plaintiffs have shown that they are likely to suffer irreparable harm in the absence of an injunction. Any continuing infringement of Plaintiffs’ exclusive rights over their copyrighted works will likely undermine the value of those works, harm Plaintiffs’ business model, and damage Plaintiffs’ reputation in the industry. (Compl. ¶¶ 8, 10, 75, 86; Willet Decl. ¶¶ 23–25, Doc. 30-2.) *See Wetzel’s Pretzels, LLC v. Johnson v. Johnson*, 797 F. Supp. 2d 1020, 1028 (C.D. Cal. 2011) (finding irreparable harm where

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No. 5:25-cv-00685-JLS-DTB

Date: August 04, 2025

Title: Amazon Content Services LLC et al v. Zachary Adam-Lane DeBarr et al

Plaintiff's "ability to control its reputation and goodwill associated with [its] marks [would] be significantly reduced" in the absence of an injunction).

Second, monetary damages will not fully compensate Plaintiffs for the harm caused by Defendants' infringement. Although Defendants deactivated Outer Limits soon after this lawsuit was filed, Defendants' history of infringement shows that they are likely to engage in further infringement absent an injunction. If Defendants are not enjoined, Plaintiffs argue that Defendants may simply relaunch Outer Limits (as they did in the past) or start a new infringing service. (Mot. at 30.) Defendants' non-appearance in this case, combined with Defendants' history of willful infringement, convince the Court that there is a significant threat of future infringement.

Third, the balance of hardships favors Plaintiffs because, without an injunction, they will potentially lose profits and suffer harm in their business dealings, while an injunction will simply prohibit Defendants from infringing Plaintiffs' copyrights. *See Cadence Design Sys., Inc. v. Avant! Corp.*, 125 F.3d 824, 829 (9th Cir. 1997) ("In this circuit ... a defendant who knowingly infringes another's copyright cannot complain of the harm that will befall it when properly forced to desist from its infringing activities").

Finally, the public interest factor tips in favor of Plaintiffs because "the public has a compelling interest in protecting copyright owners' marketable rights to their work and the economic incentive to continue creating television programming and motion pictures." *Disney Enterprises, Inc. v. VidAngel, Inc.*, 869 F.3d 848, 867 (9th Cir. 2017) (internal quotation marks and citation omitted).

The Court therefore concludes that Plaintiffs are entitled to the requested permanent injunction.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No. 5:25-cv-00685-JLS-DTB

Date: August 04, 2025

Title: Amazon Content Services LLC et al v. Zachary Adam-Lane DeBarr et al

C. Attorneys’ Fees

Section 505 of the Copyright Act permits district courts to award “a reasonable attorney’s fee to the prevailing party.” 17 U.S.C. § 505. “District courts have wide latitude to exercise equitable discretion to award attorneys’ fees” under the Copyright Act. *Essex Music, Inc. v. Sonora Claremont, Inc.*, 2009 WL 10671986, at *5 (C.D. Cal. Jan. 27, 2009) (quotations omitted). In guiding their discretion, courts may consider the following factors: “(1) the degree of success obtained, (2) frivolousness, (3) motivation, (4) reasonableness of losing party’s legal and factual arguments, and (5) the need to advance considerations of compensation and deterrence.” *Wall Data Inc. v. L.A. Cnty. Sheriff’s Dep’t*, 447 F.3d 769, 787 (9th Cir. 2006). In a default judgment case such as this one, these factors are readily met. Plaintiffs have achieved complete success on the merits, their complaint has not been shown to be frivolous, they were motivated to recover legally cognizable damages, no party has presented any objections to Plaintiffs’ arguments, and attorneys’ fees are warranted to deter both Defendants’ substantive copyright infringement and their unresponsiveness to Plaintiffs’ filings. Accordingly, the Court concludes that an award of attorneys’ fees is warranted.

The remaining question, then, is the size of an appropriate fee award. Courts generally employ the “lodestar” method to determine the reasonableness of the attorneys’ fees requested. *See Fischer v. SJB-P.D., Inc.*, 214 F.3d 1115, 1119 (9th Cir. 2000). “[A] court determines the ‘lodestar’ amount by multiplying the number of hours reasonably expended on the litigation by a reasonable hourly rate.” *Van Gerwen v. Guarantee Mut. Life Co.*, 214 F.3d 1041, 1045 (9th Cir. 2000) (citations omitted). The party requesting fees bears the burden of adducing evidence to support the hours worked and the rates

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No. 5:25-cv-00685-JLS-DTB

Date: August 04, 2025

Title: Amazon Content Services LLC et al v. Zachary Adam-Lane DeBarr et al

claimed. *Id.* Here, Plaintiffs seek \$303,600 in attorneys’ fees, calculated in accordance with Local Rule 55-3. (Mot. at 29.) C.D. Cal. R. 55-3.

Although Local Rule 55-3 “gives lawyers who obtain default judgments and who are entitled to statutory fees the option of recovering a set amount without going through the hassle of submitting billing records,” district courts still have “a duty to ensure that claims for attorneys’ fees are reasonable.” *Vogel v. Harbor Plaza Ctr., LLC*, 893 F.3d 1152, 1160 (9th Cir. 2018) (emphasis and citations omitted). Thus, district courts must scrutinize attorneys’ fees requests when a defendant fails to appear or otherwise defend itself. *Id.*; *Hensley v. Eckerhart*, 461 U.S. 424, 433 (1983) (holding that once a party has established that it is entitled to an award of attorneys’ fees, “[i]t remains for the district court to determine what fee is ‘reasonable’”).

Because Plaintiffs base their request for \$303,600 in attorneys’ fees on the fee schedule set forth in Local Rule 55-3, they have not provided any evidentiary support for their request. However, absent any information regarding the hours worked or billing incurred in this case, the Court cannot determine whether the substantial fee request is reasonable. Accordingly, Plaintiffs are ORDERED to submit supplemental declaration(s), including supporting billing records, that identify the proposed lodestar for this case.

D. Costs

The Court also concludes that an award of litigation costs is appropriate. In accordance with Local Rules 54-2 and 54-3, Plaintiffs must submit a “Bill of Costs” and an “Application to the Clerk to Tax Costs” to recover any eligible litigation costs in this action. *See* C.D. Cal. L.R. 54-2, 54-2.1.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

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E. Post-Judgment Interest

Lastly, Plaintiffs request post-judgment interest calculated under the statutory rate provided by 28 U.S.C. § 1961(a). (Mot. at 23.) The Court grants Plaintiffs' request. *See* 28 U.S.C. § 1961(a) ("Interest shall be allowed on any money judgment in a civil case recovered in a district court.").

V. CONCLUSION

For the above reasons, the Court GRANTS Plaintiffs' motion and awards Plaintiffs (1) \$15,000,000 in statutory damages, (2) eligible litigation costs under Local Rule 54-3, and (3) post-judgment interest at the statutory rates provided in 28 U.S.C. § 1961. The Court also GRANTS Plaintiffs' request for a permanent injunction, as set forth in the proposed order attached to Plaintiffs' motion.

As for an attorneys' fees award, Plaintiffs are ORDERED to submit supplemental declaration(s), including supporting billing records, that identify the proposed lodestar for this case. Any such declarations must be filed no later than **five (5) days** from the issuance of this Order.

Plaintiffs shall submit a proposed judgment within **seven (7) days** of the Court's ruling on attorneys' fees.

Initials of Deputy Clerk: kd