

Federal Court



Cour fédérale

**Date: 20250516**

**Docket: T-717-20**

**Citation: 2025 FC 904**

**Toronto, Ontario, May 16, 2025**

**PRESENT: Madam Justice Whyte Nowak**

**BETWEEN:**

**GOLD LINE TELEMAGEMENT INC.,  
AVA TELECOM LTD., GROUP OF GOLD LINE INC., AND GLWIZ INC.**

**Plaintiffs/  
Defendants by Counterclaim**

**and**

**ERELE GMBH AND HONAR AVAL  
PARDISAN PASARGAD CO.**

**Defendants/  
Plaintiffs by Counterclaim**

**JUDGMENT AND REASONS**

I. Overview

[1] The Plaintiffs are an affiliated group of companies who own and operate a global Internet Protocol Television [IPTV] platform which streams multicultural programming. Starting in February 2020, the Defendants accused the Plaintiffs of offering films and film series on their

platform which the Defendants claimed to own copyright in. The Defendants filed complaints with third party application [app] stores, including Instagram and Apple. The Plaintiffs contend that copyright does not subsist in the films and film series and therefore, the complaints constitute false and misleading statements that have harmed their business. They commenced this action and when the Defendants stopped participating in the action after documentary production and before discoveries, they brought this motion for summary judgment seeking damages, declaratory relief and a permanent injunction restraining the Defendants from making any further allegations of copyright infringement or making any further complaints to third party app stores.

[2] For the reasons that follow, I find this motion is amenable to summary judgment and the Plaintiffs are entitled to declaratory relief in connection with the Defendants' failure to prove the subsistence and enforceability of their copyright in Canada. However, I find that the Plaintiffs have not established their claim under paragraph 7(a) of the *Trademarks Act*, RSC 1985, c T-13 [*Trademarks Act*]. Accordingly, the Plaintiffs are entitled to partial summary judgment.

## II. Facts

[3] The background facts to this motion are provided by the Plaintiffs in two supporting affidavits. The first affidavit is a standard supporting affidavit attaching relevant documents, including the parties' sworn affidavits of documents, together with copies of the parties' productions. The second affidavit was sworn by Shawn Reyhani [Reyhani], the Vice President of Operations and Compliance at Gold Line Telemanagement Inc. [Gold Line] and Chief Operating Officer of Ava Telecom Ltd. [Ava] [Reyhani Affidavit].

A. *The Plaintiffs and the GLWiZ Platform*

[4] The Plaintiffs provide multicultural IPTV programming and operate what they claim is the world's largest multicultural ad exchange. Their programming is offered on an IPTV platform known as the GLWiZ platform [GLWiZ Platform] which was launched in 2007. The GLWiZ Platform offers worldwide streaming of a variety of live television channels, video on demand, movies, radio, television series and pay-per-view programming. It is available as a smartphone app for iPhone, iPad, iPod Touch and Android, and as a smart television application that can be downloaded through various app stores, such as the Apple and LG Electronics Inc. [LGE] app stores.

[5] Gold Line is the marketing entity behind the GLWiZ Platform, which it promotes on, *inter alia*, Instagram and Facebook.

[6] GLWiZ Inc. [GLWiZ] owns, runs and updates the software for the GLWiZ Platform. It is a subsidiary of Group of Gold Line Inc. [GGL]

[7] Ava is a Bermuda based company that sources content for Gold Line and GLWiZ from third parties and makes the broadcasting content available through the GLWiZ Platform. Ava is the owner of Canadian trademark registration no. TMA743851 for the trademark GLWIZ [GLWIZ Trademark] which is registered in association with services that include “broadcasting audio and video programs on the internet via on-demand services.” Ava licenses the use of the GLWIZ Trademark to Gold Line. At the hearing of the motion herein, counsel for the Plaintiffs

advised that the registration for the GLWIZ Trademark was expunged after the filing of this motion.

B. *The Defendants*

[8] Ereele GmbH [Ereele] is a digital marketing company located in Austria. Ereele operates a competing video-on-demand streaming platform named “Televika.”

[9] Honar Aval Pardisan Pasargad Co. [Honar Aval] is based in Tehran in the Islamic Republic of Iran [Iran] and is pleaded to be a “provider, broker and producer” of Persian motion pictures.

[10] The Plaintiffs have included documents in their motion record that were produced by the Defendants that suggest that Honar Aval entered into a licence agreement with Ereele on November 20, 2019 [Defendants’ Licence Agreement], by which Honar Aval granted Ereele a worldwide exclusive licencing rights (excluding Iran) to distribute the works that are in dispute between the parties.

C. *Ereele’s Assertion of Copyright*

[11] Starting on February 11, 2020, Austrian counsel for Ereele sent Reyhani emails alleging infringement of Ereele’s copyright in five films/series. By February 20, 2020, the emails from Ereele’s counsel focused entirely on the movie Chaghi and included the subject line “DMCA Takedown – Urgent Action Required.”

[12] The Plaintiffs' various response to these notices between February 11, 2020 and April 27, 2020 included: a demand for Ereele's copyright registrations; an assertion that Chaghi had been removed from the GLWiZ Platform as of February 18, 2020 as a gesture of good faith (coupled with a threat to reinstate it should proof of ownership not be provided); the fact that the disputed content was produced in Iran, which was not a member of the *Berne Convention for the Protection of Literary and Artistic Works*, 828 UNTS 221 [*Berne Convention*]; and the fact that Ereele's name did not appear in any of the credits for Chaghi.

[13] On February 28, 2020, Ereele issued GGL with a formal notice of copyright infringement of Chaghi and provided copies of: (i) a screenshot showing the listing of Chaghi for purchase on the GLWiZ Platform as of February 18, 2020; (ii) a copy of a Certificate of Copyright from Honar Aval confirming that Ereele is the exclusive copyright holder for content in a link provided; (iii) the Defendants' Licence; and (iv) a cease and desist declaration for GGL to sign, which required GGL to agree to refrain immediately from making the linked content available and acknowledge past infringements of Ereele's copyright, together with a complete list of works which Ereele claimed to own copyright in.

[14] Throughout its exchanges with the Plaintiffs, Ereele claimed the benefit of copyright protection under Austrian copyright laws and the *Berne Convention*, arguing that its copyright was not dependent on any document of registration, given that copyright registration is not available in Austria. Ereele invited the Plaintiffs to provide copies of any documentation supporting the Plaintiffs' entitlement to publish the disputed content themselves.

[15] As of April 14, 2020, Ereele’s allegations of copyright included all of their proprietary content with Ereele providing the Plaintiffs with a monthly link to an up-to-date list of the publication of works over which it asserted copyright. By the time the Plaintiffs commenced this action, the list of copyrighted works included 126 works which are attached as Schedule C to the Amended Statement of Claim [the Schedule C Works]. It is the Schedule C Works that are the subject of this motion.

[16] On April 24, 2020, the Plaintiffs wrote to the Defendants and denied that they had published all of Ereele’s content, and for the first time, the Plaintiffs disclosed that Ava sources the Plaintiffs’ content from third parties by way of licence agreements, who in the case of the works complained of was “TenTV.” The Plaintiffs said they had notified TenTV and suggested that Ereele contact TenTV going forward.

D. *The Defendants’ Complaints to Third Parties*

[17] Starting on April 15, 2020, Ereele filed complaints with third party app stores alleging that content offered on the Plaintiffs’ GLWiZ Platform infringed Ereele’s copyright [collectively, the Complaints]. Copies of the Complaints were never provided to the Plaintiffs either by the third party app stores or the Defendants in this action despite the Plaintiffs’ repeated requests for their disclosure. It is therefore not immediately apparent in the case of some of the Complaints what specific works were being asserted; however, the Plaintiffs understood the Complaints to largely relate to the following six works: (i) Shah Kosh; (ii) (The) Exodus; (iii) Breaking Twenty Bones Simultaneously; (iv) Obesity/Chaghi; (v) Rhino/Kargadan; and (vi) The Accomplice [the Six Works].

[18] The Motion Record contains the following evidence related to the Complaints which underpin the Plaintiffs' pleaded cause of action under paragraph 7(a) of the *Trademarks Act*:

1. *Instagram* - On April 29, 2020, Instagram wrote to the Plaintiffs in response to a complaint made by Ereele that the content of “@glwizhub” infringed its copyright. Instagram advised that it had removed the content from Instagram on April 29, 2020, and invited the Plaintiffs to respond to or appeal the decision. The Reyhani Affidavit states that the Instagram page was permanently removed, and the Plaintiffs had to start new accounts.
2. *Apple* - On May 14, 2020, Apple notified the Plaintiffs of a complaint made on May 12, 2020 by Ereele in relation to: GOLDLINE TELEMANAGEMENT INC (as developer and provider) and GLWiZ TV (app title) [the Apple Complaint]. The Plaintiffs responded to the Apple Complaint by email dated May 15, 2020, advising that the impugned content had been removed and noting that the Defendants had yet to provide proof that Ereele owns the work or that copyright subsists in it.

Between May 16, 2020 and June 23, 2020, the Plaintiffs and the Defendants sent further emails to Apple, who ultimately advised the parties on June 30, 2020 that based on the Plaintiffs' representation that the content had been removed, Apple considered the matter closed.

3. *LGE* - On April 17, 2020, Ereele's Austrian counsel sent LGE a *Digital Millenium Copyright Act* [DMCA] Takedown Notice alleging that the app “GLWiZ” from the LGE stores enables the streaming of Ereele's copyrighted content in the Six Works [LGE Complaint].

The LGE's Seller Lounge informed the Plaintiffs of the LGE Complaint by email dated April 26, 2020, which referenced the Plaintiffs' unlawful access to Ereele's content by GLWiZ and warned that absent an explanation, the Plaintiffs' app would be suspended from the LGE Content Store. The Plaintiffs responded to LGE by email dated May 8, 2020, advising that the works alleged to have been infringed were produced in Iran and were not enforceable outside Iran. The Plaintiffs also advised that they do not broadcast works through the GLWiZ app when copyright notices are received. They requested that the GLWiZ app be reinstated.

By email to the Plaintiffs dated May 15, 2020, LGE asked that the content suspected of copyright infringement be removed until a settlement was reached between the Plaintiffs and Ereele. LGE cautioned the Plaintiffs that if the impugned content was not removed by May 22, 2020, LGE would withdraw the GLWiZ Platform from the United States LGE store. On May 15, 2020, counsel for the Plaintiffs emailed the LGE Seller Lounge confirming that the Plaintiffs had removed the allegedly infringing content from the GLWiZ Platform.

4. *Directnic* - On April 15, 2020, Ereele's Austrian counsel sent an email to Directnic, the Plaintiffs' internet service provider. In the email, the Defendants' counsel asked Directnic to take down the Plaintiffs' domain, alleging "constant" copyright infringement of the Defendants' content by Gold Line on the GLWiZ domain [the Directnic Complaint].

E. *The Plaintiffs commencement of this Action*

[19] In response to the Complaints, the Plaintiffs commenced this action on July 2, 2020, alleging, *inter alia*, that copyright does not subsist in the Schedule C Works and therefore the Complaints constitute false and misleading statements under paragraph 7(a) of the *Trademarks Act*. The Defendants counterclaimed, seeking remedies that included declarations related to the ownership and licensing of the Schedule C Works and a declaration that the Plaintiffs had infringed their copyright in those works.

[20] After the close of pleadings and the exchange of documents, the Defendants' counsel sought to be removed as solicitors of record, and when the Defendants failed to appoint new solicitors, the Court granted a motion brought by the Plaintiffs striking the Defendants' pleading as an abuse of process.

### III. Issues

[21] The following issues are raised on this motion:

- A. Is the Plaintiffs' claim amenable to summary judgment?
- B. Does copyright subsist in the Schedule C Works and is copyright enforceable against the Plaintiffs in Canada?
- C. Have the Plaintiffs made out their claim under paragraph 7(a) of the *Trademarks Act*?

### IV. Analysis

A. *Is the Plaintiffs' claim amenable to summary judgment?*

[22] While proceedings involving a non-participating defendant are often well-suited to disposition by way of summary judgment, nevertheless, the Court must still determine whether summary judgment is appropriate based on the Court's assessment of the record.

[23] Given the plaintiff's obligation to put their best foot forward in making out their claims, and assuming the evidence does not raise any issues of credibility on the part of the moving party, the Court is entitled to assume that it would be in no better position to assess the relevant facts and apply the law than if a trial or a summary trial were to be ordered. It is only if the record does not provide the necessary facts to resolve the dispute fairly, or where it would be unjust to make a finding on those facts alone, that summary judgment should not be granted (*Federal Courts Rules*, SOR/98-106, rr 215(3)(a)-(b) [*Federal Courts Rules*] and *Hryniak v Mauldin*, 2014 SCC 7 at para 28 [*Hryniak*]).

[24] I am satisfied based on the record put forward by the Plaintiffs that there is no genuine issue requiring a trial as I believe the Court can fairly decide the issues raised on this motion (*Hryniak* at para 49). Any failings in the adequacy of the record can be considered to be the result of either the Defendants' non-participation (for which the Plaintiffs will not be held accountable) or the Plaintiffs' decision not to tender certain evidence (for which the Plaintiffs will be held accountable).

B. *Does copyright subsist in the Schedule C Works and is copyright enforceable against the Plaintiffs in Canada?*

[25] The Plaintiffs have not asserted any of their own rights in the Schedule C Works and have not explained their relationship with TenTV or TenTV's basis for reproducing the Schedule C Works. Instead, they rely on the fact that the works they were alleged to have infringed were produced in Iran and since Iran is not a signatory to the *Berne Convention*, copyright does not subsist in Canada in the Schedule C Works and cannot be enforced in Canada.

[26] The Defendants' productions include the Defendants' Licence Agreement, together with some 55 contracts which predate the Defendants' Licence Agreement, and purport to evidence the assignment of the original copyright from third parties to Honar Aval. Regardless of whether or not as a matter of contract the Defendants own copyright in the Schedule C Works, copyright must be shown to subsist in the Schedule C Works to be enforceable in Canada. The subsistence and enforceability of copyright in Canada is wholly dependent on the ability of a party to satisfy the terms of the *Copyright Act*, RSC 1985, c C-42 [*Copyright Act*] (*Fox Restaurant Concepts*

*LLC v 43 North Restaurant Group Inc*, 2022 FC 1149 at para 24), which I find the Defendants cannot do in this case for three reasons.

[27] First, I agree with the Plaintiffs that given the Order striking the Defendants' pleading, which put the existence of copyright in the Schedule C Works in issue, the Defendants are not entitled to the presumptions provided by subsection 34.1(1) of the *Copyright Act*, which would have reversed the onus on this motion and required the Plaintiffs to disprove the Defendants' copyright in the Schedule C Works.

[28] Second, while the *Copyright Act* recognizes and protects copyright in works created overseas by foreign authors and makers, in the case of cinematographic works, this is expressly limited to works where: (i) the author was, at the date of the making of the work, a citizen or subject of, or a person ordinarily resident in, a country that is a member of a treaty country (*Copyright Act*, s 5(1)(a)); (ii) the maker, at the date of the making of the cinematographic work, is headquartered in a treaty country (in the case of a corporation), or was a citizen or subject of, or a person ordinarily resident in, a treaty country (in the case of a natural person) (*Copyright Act*, s 5(1)(b)); or (iii) the conditions in paragraph 5(1)(c) of the *Copyright Act* have been met in relation to a published work.

[29] It was the Defendants' burden to prove on a balance of probabilities that the Schedule C Works meet one of the conditions of subsection 5(1) of the *Copyright Act* which they have failed to do. I note that there is some evidence in the May 12, 2020 email from Austrian counsel for Ereele that Ereele publishes all movies that it has licensed, not only in Iran but simultaneously in

countries in the European Union. However, this mere mention in an email without more specific evidence from someone with direct knowledge of such publication does not meet the requisite evidentiary standard that could support a finding of publication of the Schedule C Works (*Lickerish, Ltd v airG Inc*, 2020 FC 1128 at paras 34, 48).

[30] I therefore find that copyright has not been shown to subsist in the Schedule C Works in Canada and the Plaintiffs are entitled to relief.

(1) Declaratory Relief

[31] The Court agrees that it is appropriate to issue a declaration to the effect that the Defendants have not proffered evidence to establish that the Schedule C Works meet the conditions for subsistence of copyright in Canada and that copyright in these works is not enforceable against the Plaintiffs. Granting this declaration will have a practical effect in resolving the issues in the case (*SA v Metro Vancouver Housing Corp*, 2019 SCC 4 at para 60 and *Solosky v The Queen* (1979), [1980] 1 SCR 821 at 822).

[32] Counsel conceded at the hearing that the broader declarations sought, including those not restricted to the parties to this action or to Canada, have not been made out.

## (2) Injunctive relief

[33] The Plaintiffs also seek a permanent injunction restraining the Defendants from directly or indirectly making any further allegations of copyright infringement of the Schedule C Works or other works in which the Defendants do not own valid copyrights in Canada.

[34] The Plaintiffs have tendered evidence of an email sent to GGL on June 10, 2024, by another third party app store, Roku, Inc. [Roku]. Roku advised GGL that it received a DMCA Takedown Notice from a company named Dotidea Solutions Inc. [Dotidea] related to content on the GLWiZ Platform for which four certificates of copyright were provided. Dotidea requested that the GLWiZ app be removed from the Roku app store [Dotidea Complaint]. According to Reyhani, Dotidea is connected to the Televika platform, and Reyhani believes that the four copyright certificates show that the producers of the four works complained of are Iranian nationals. The Dotidea Complaint is stated to be an example of a continued complaint justifying the need for a permanent injunction preventing the Defendants from making further complaints against them.

[35] I find that the Plaintiffs have failed to show a basis for the grant of a permanent injunction. The Plaintiffs have not been forthcoming about the Dotidea Complaint, including how it was resolved and whether the Plaintiffs suffered any consequence as a result of the complaint having been made thereby requiring this Court's intervention to prevent further harm.

C. *Have the Plaintiffs made out their claim under paragraph 7(a) of the Trademarks Act?*

[36] The Plaintiffs submit that having proved that copyright does not subsist in the Schedule C Works, they have also made out each of the elements recognized in *S & S Industries Inc v Rowell*, [1966] SCR 419 [*S & S Industries*] for a cause of action under paragraph 7(a) of the *Trademarks Act* as follows:

- (i) the Complaints were made by a direct competitor of the Plaintiffs;
- (ii) each Complaint mentioned the GLWiZ trademark/trade name;
- (iii) the Defendants' allegations of copyright infringement were false, as the Defendants have no enforceable copyright in the Schedule C Works in Canada; and
- (iv) the Plaintiffs have suffered damage in the form of a diminishment of the credibility of the GLWiZ Platform and, by extension, the GLWIZ Trademark, and the Plaintiffs have lost actual and potential subscribers (*S & S Industries* at 424).

[37] While the Plaintiffs' pleading is based on all four Complaints, I find that only the Directnic Complaint is actionable under paragraph 7(a) of the *Trademarks Act*, since it is the only one where the impugned statements can be said to be directed to persons in Canada (*MK Plastics Corporation v Plasticair Inc*, 2007 FC 574 at para 131).

[38] The Plaintiffs' evidence related to the Directnic Complaint is limited to the Reyhani Affidavit and an attached email notice sent from Ereele's Austrian Counsel to Directnic, which requests that Directnic take the GLWiZ domain down as it is "used for criminal actions" and violates copyright laws in Canada, the United States and Austria.

[39] While the statement in the Roku Complaint that the Plaintiffs have infringed the Defendants' copyright is false and misleading, nevertheless I find that the cause of action under paragraph 7(a) of the Trademarks Act has not been made out as the Plaintiffs have not provided the requisite proof of a causal link between the wrongful activity in making the false and misleading statement and the alleged damage suffered (*Excalibre Oil Tools Ltd v Advantage Products Inc*, 2016 FC 1279 at paras 285-286 and *E Mishan & Sons, Inc v Supertek Canada Inc*, 2016 FC 986 at para 29). The Plaintiffs provided no further documents related to the Directnic Complaint, and the Reyhani Affidavit offers no insight into what came of it, or whether it caused any harm to the Plaintiffs.

[40] It follows that the Plaintiffs have not made out a cause of action under paragraph 7(a) of the *Trademarks Act* and are not entitled to any of the declarations, injunctive relief or damages they seek in connection with the Complaints. I note that at the hearing of this motion, counsel for the Plaintiffs sought to expand the basis for the cause of action under paragraph 7(a) to include the various communications sent by the Defendants prior to the Complaints. This is not consistent with the Plaintiffs pleading which they must be held to.

[41] Had the Plaintiffs made out their cause of action, I would have awarded nominal damages in the amount of \$10,000 given the Plaintiffs' failure to prove actual harm. Notably, I do not consider the Plaintiffs' failure to do so to have been the result of the Defendants' failure to participate in the action. For example, Reyhani states that the Plaintiffs received "numerous complaints" from their subscribers, and their customer service representatives had to explain to subscribers that the allegations of copyright infringement were false. No direct evidence of these

interactions was provided. Still, I acknowledge that some aspects of the harm alleged, such as harm to the Plaintiffs' reputation, cannot be proven but can be reasonably inferred (*Biofert Manufacturing Inc v Agrisol Manufacturing Inc*, 2020 FC 379 at para 208 and *Techno-Pieux Inc v Techno Piles Inc*, 2023 FC 581 at para 172).

V. Costs

[42] The Plaintiffs seek their costs in the amount of \$71,000 (representing 40% of its actual legal fees of \$177,500.20 and disbursements in the amount of \$5,601.19). The Plaintiffs have provided copies of their legal bills showing the issuance and payment of these amounts as well as documentation supporting their disbursements.

[43] Despite the Plaintiffs' limited success, I am allowing the Plaintiffs' costs and disbursements as claimed, given that their task in making out their claim was made harder by the Defendants' non-participation on this motion and the action more generally.

**JUDGMENT in T-717-20**

**THIS COURT'S JUDGMENT is that:**

1. The Defendants have not proffered evidence to establish that copyright subsists in Canada in the works listed in Schedule C attached hereto and therefore copyright in these works is not enforceable as against the Plaintiffs in Canada; and
2. The Defendants shall pay the Plaintiffs' costs (including disbursements) of this action in the lump sum of \$76,601.19.

"Allyson Whyte Nowak"  
Judge

## Schedule C



### Ereele GmbH Copyrighted Contents

Latest Update: 22 Jun 2022

No	Content Type	Content Name	Episodes	Copyright Owner	Eff. Date of C/R
1	Motion Pic	Obesity/Chaghi/ چاقی	Single	Ereele GmbH	Jan-2020
2	Motion Pic	Pilot/ پیلوت	Single	Ereele GmbH	Jan-2020
3	Motion Pic	Rhino/Kargadan/ کرگدن	Multi	Ereele GmbH	Jan-2020
4	Motion Pic	The Accomplice/ همگناه	Multi	Ereele GmbH	Feb-2020
5	Motion Pic	Shah Kosh/ شاه کوش	Single	Ereele GmbH	Feb-2020
6	Motion Pic	Hezar Too/ هزارتو	Single	Ereele GmbH	Feb-2020
7	Motion Pic	Last Stroke / آخرین مشق	Single	Ereele GmbH	Mar-2020
8	Motion Pic	Breaking Twenty Bones Simultaneously / شکستن همزمان بیست استخوان	Single	Ereele GmbH	Apr-2020
9	Motion Pic	Beautiful Jinn / جن زیبا	Single	Ereele GmbH	Apr-2020
10	Motion Pic	(The) Exodus / خروج	Single	Ereele GmbH	Apr-2020
11	Motion Pic	Symphony No. 9 / سمفونی نهم	Single	Ereele GmbH	Apr-2020
12	Motion Pic	Tala / طلا	Single	Ereele GmbH	Apr-2020
13	Motion Pic	Deaf and Blind / چشم و گوش بسته	Single	Ereele GmbH	Apr-2020
14	Motion Pic	The Aggitation / آشفتگی	Single	Ereele GmbH	May-2020
15	Motion Pic	The Home / خانه (انو)	Single	Ereele GmbH	May-2020
16	Motion Pic	Janan / جانان	Single	Ereele GmbH	May-2020
17	Motion Pic	Zire Nazar / زیر نظر	Single	Ereele GmbH	May-2020
18	Motion Pic	Life Again / دوباره زندگی	Single	Ereele GmbH	May-2020
19	Motion Pic	New Moon Hotel / مهمانخانه ماه نو	Single	Ereele GmbH	May-2020
20	Motion Pic	Getting Even / میلیونر میامی	Single	Ereele GmbH	May-2020
21	Motion Pic	Blade and Termeh / تیغ و ترمه	Single	Ereele GmbH	May-2020
22	Motion Pic	The Slaughter House / کشتارگاه	Single	Ereele GmbH	May-2020
23	Motion Pic	The Accomplice (Behind the Sence) / همگناه (پشت صحنه)	Multi	Ereele GmbH	May-2020
24	Motion Pic	Consternation / بهت	Single	Ereele GmbH	Jun-2020
25	Motion Pic	Sophomore Year of My School / سال دوم دانشکده من	Single	Ereele GmbH	Jun-2020
26	Motion Pic	Tale of the Sea / حکایت دریا	Single	Ereele GmbH	Jun-2020
27	Motion Pic	Another house / خانه دیگری	Single	Ereele GmbH	Jul-2020
28	Motion Pic	Infatuate Narcissus / نرگس مست	Single	Ereele GmbH	Jul-2020
29	Motion Pic	No Place for Angels / جایی برای فرشته‌ها نیست	Single	Ereele GmbH	Jul-2020
30	Motion Pic	The Good, the Bad & the Corny 2 / خوب بد جلف ۲	Single	Ereele GmbH	Jul-2020
31	Motion Pic	Seven & Half / هفت و نیم	Single	Ereele GmbH	Jul-2020
32	Motion Pic	Latyan / لتیان	Single	Ereele GmbH	Aug-2020
33	Motion Pic	Tsunami / سونامی	Single	Ereele GmbH	Aug-2020
34	Motion Pic	Mr. Actor's Apartment / آپارتمان آقای هنرپیشه	Single	Ereele GmbH	Aug-2020
35	Motion Pic	Deliberate Murder / قتل عمد	Single	Ereele GmbH	Aug-2020
36	Motion Pic	African Violet / بنفشه آفریقایی	Single	Ereele GmbH	Aug-2020
37	Motion Pic	Mahshid's Mom / مامان مهشید	Single	Ereele GmbH	Aug-2020
38	Motion Pic	Women Are Angels 2 / زن‌ها فرشته‌اند 2	Single	Ereele GmbH	Sep-2020

## Ereele GmbH Copyrighted Contents

Latest Update: 22 Jun 2022

No	Content Type	Content Name	Episodes	Copyright Owner	Eff. Date of C/R
39	Motion Pic	Gilda / گیلدا	Single	Ereele GmbH	Sep-2020
40	Motion Pic	The Atmosphere Station / ایستگاه اتمسفر	Single	Ereele GmbH	Sep-2020
41	Motion Pic	Pope / پاپ	Single	Ereele GmbH	Sep-2020
42	Motion Pic	Highlight / هایلایت	Single	Ereele GmbH	Sep-2020
43	Motion Pic	Reza / رضا	Single	Ereele GmbH	Sep-2020
44	Motion Pic	Numbness / بی حسی موضعی	Single	Ereele GmbH	Sep-2020
45	Motion Pic	Duet / دودت	Single	Ereele GmbH	Sep-2020
46	Motion Pic	Gold Carrier / حمال طلا	Single	Ereele GmbH	Sep-2020
47	Motion Pic	Back Roads / جاده فرعی	Single	Ereele GmbH	Sep-2020
48	Animation	Benjamin / بنیامین	Single	Ereele GmbH	Sep-2020
49	Motion Pic	Hunger and Thirst...Desert / بی آب و نان بیابان	Single	Ereele GmbH	Oct-2020
50	Motion Pic	For Ever / تا ابد	Single	Ereele GmbH	Oct-2020
51	Motion Pic	Orange Days / روزهای نارنجی	Single	Ereele GmbH	Oct-2020
52	Motion Pic	Tuneless Instruments / سازهای ناکوک / Sazhaye Nakook	Single	Ereele GmbH	Oct-2020
53	Motion Pic	Swamp Van / باتلاق وان	Single	Ereele GmbH	Oct-2020
54	Animation	Dirin Dirin / دیرین دیرین	Multi	Ereele GmbH	Oct-2020
55	Motion Pic	News Silence / سکوت خبری	Single	Ereele GmbH	Nov-2020
56	Motion Pic	Mehrieh / Dowry / مهریه	Single	Ereele GmbH	Nov-2020
57	Motion Pic	Mafia Nights / Shabhaye Mafia / شب های مافیا	Multi	Ereele GmbH	Nov-2020
58	Motion Pic	Forty Seven / Chehel o Haft / چهل و هفت	Single	Ereele GmbH	Nov-2020
59	Motion Pic	Whole Night / Sarasare Shab / سراسر شب	Single	Ereele GmbH	Nov-2020
60	Motion Pic	Jamshidiyeh / جمشیدییه	Single	Ereele GmbH	Nov-2020
61	Motion Pic	The Queen of Beggars / Malekeye Gedayan / ملکه گدایان	Multi	Ereele GmbH	Dec-2020
62	Motion Pic	The Good, the Bad & the Corny - Radioactive / Khoob, Bad, Jelf- Radioactive / خوب بد جلف-رادئو اکتیو	Multi	Ereele GmbH	Dec-2020
63	Motion Pic	I want to live / Mikhaham Zende Bemanam / می خواهم زنده بمانم	Multi	Ereele GmbH	Feb-2021
64	Motion Pic	Ordinary People / Mardome Mamooli / مردم معمولی	Multi	Ereele GmbH	Feb-2021
65	Motion Pic	One Night in Tehran / عنوان بعد از تو	Single	Ereele GmbH	Mar-2021
66	Motion Pic	The Censor / آقای سانسور	Single	Ereele GmbH	Mar-2021
67	Motion Pic	Under the Low Light / زیر نور کم	Single	Ereele GmbH	Mar-2021
68	Motion Pic	Pishi Mishi / پیشی میشی	Single	Ereele GmbH	Mar-2021
69	Motion Pic	ABADAN 11 60 / آبادان یازده	Single	Ereele GmbH	Mar-2021
70	Motion Pic	Watching This Movie Is a Crime / دیدن این فیلم جرم است	Single	Ereele GmbH	Mar-2021
71	Motion Pic	Dracula / دراکولا	Multi	Ereele GmbH	Mar-2021
72	Motion Pic	Mafia Nights-2 / Shabhaye Mafia-2 / شب های مافیا-2	Multi	Ereele GmbH	Mar-2021
73	Motion Pic	Butterfly Stroke / Shenaye Parvane / شنای پروانه	Single	Ereele GmbH	Mar-2021
74	Motion Pic	Red Square / میدان سرخ	Multi	Ereele GmbH	Apr-2021
75	Motion Pic	Mortal Wound / زخم کاری	Multi	Ereele GmbH	May-2021
76	Motion Pic	His Majesty / قبیله عالم	Multi	Ereele GmbH	May-2021
77	Motion Pic	Island / جزیره	Multi	Ereele GmbH	May-2021
78	Motion Pic	Jeyran / جیران	Multi	Ereele GmbH	May-2021
79	Motion Pic	Insanity / جنون	Single	Ereele GmbH	Jul-2021
80	Motion Pic	Ace / تکخال	Single	Ereele GmbH	Jul-2021
81	Motion Pic	Mafia Nights-3 / Shabhaye Mafia-3 / شب های مافیا-3	Multi	Ereele GmbH	Jul-2021

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No	Content Type	Content Name	Episodes	Copyright Owner	Eff. Date of C/R
82	Motion Pic	A thousand years with you/ هزار سال با تو	Single	Ereele GmbH	Jul-2021
83	Motion Pic	The Sabotaged/ Khon Shod/ خون شد	Single	Ereele GmbH	Jul-2021
84	Motion Pic	Nargil/Coconut/ نارگیل	Multi	Ereele GmbH	Aug-2021
85	Motion Pic	Joker/ جوکر	Multi	Ereele GmbH	Aug-2021
86	Motion Pic	Blue Nissan/ Neysan Abi/ نیسان آبی	Multi	Ereele GmbH	Aug-2021
87	Motion Pic	Do Not Get a Reward from the President/ نگیرید/ نگرید/ از رئیس جمهور پاداش	Single	Ereele GmbH	Sep-2021
88	Motion Pic	Pari sa/ پری سا	Single	Ereele GmbH	Sep-2021
89	Motion Pic	Hormas/ هرماس	Single	Ereele GmbH	Sep-2021
90	Motion Pic	Botox/ بوتاکس	Single	Ereele GmbH	Sep-2021
91	Motion Pic	Pedovore/Bache Khor/ بچه خور	Single	Ereele GmbH	Oct-2021
92	Motion Pic	Ghabrestan-e Gheyr-e Entefae/ قبرستان غیرانتفاعی	Single	Ereele GmbH	Oct-2021
93	Motion Pic	Once a Week/ هفته ای یکبار آدم باش	Single	Ereele GmbH	Oct-2021
94	Motion Pic	Showan/ شوان	Single	Ereele GmbH	Nov-2021
95	Motion Pic	Dumbhead/Kalle Pook/ کله پوک	Single	Ereele GmbH	Nov-2021
96	Motion Pic	Siah Baz/ سیاه باز	Single	Ereele GmbH	Nov-2021
97	Motion Pic	Rebel/ یانگی	Multi	Ereele GmbH	Dec-2021
98	Motion Pic	Innocent/ بی گناه	Multi	Ereele GmbH	Dec-2021
99	Motion Pic	Made in Iran 3/3/ ساخت ایران	Multi	Ereele GmbH	Dec-2021
100	Motion Pic	Flowe of Kindness/Gole Mehrabouni/ گل مهربونی	Single	Ereele GmbH	Dec-2021
101	Motion Pic	Siah Baz/ سیاه باز	Single	Ereele GmbH	Jan-2022
102	Motion Pic	Apeal Order/ حکم تجدید نظر	Single	Ereele GmbH	Jan-2022
103	Motion Pic	Abbas Abbas/ عباس عباس	Single	Ereele GmbH	Jan-2022
104	Motion Pic	Feminine/ ژنونه	Single	Ereele GmbH	Jan-2022
105	Motion Pic	Skin/ پوست	Single	Ereele GmbH	Jan-2022
106	Motion Pic	Midnight/ نیمه شب	Multi	Ereele GmbH	Jan-2022
107	Motion Pic	Bandar-Band/ بندر بند	Single	Ereele GmbH	Jan-2022
108	Motion Pic	Moulin Rouge/ مولن رز	Single	Ereele GmbH	Feb-2022
109	Motion Pic	Bread, Love 60s/ نان عشق دهه ۶۰	Single	Ereele GmbH	Feb-2022
110	Motion Pic	Automobile/ اتومبیل	Single	Ereele GmbH	Mar-2022
111	Motion Pic	Gashte-E-Ershad 3/ گشت ارشاد ۳	Single	Ereele GmbH	Mar-2022
112	Motion Pic	Careless Crime/ جنایت بی دقت	Single	Ereele GmbH	Mar-2022
113	Motion Pic	Wasteland/Dashtekhamoosh/ دشت خاموش	Single	Ereele GmbH	Mar-2022
114	Motion Pic	Toman/ تومن	Single	Ereele GmbH	Mar-2022
115	Motion Pic	Mafia Nights 4/ شبهای مافیا ۴	Multi	Ereele GmbH	Mar-2022
116	Motion Pic	Dynamite/ دینامیت	Single	Ereele GmbH	Mar-2022
117	Motion Pic	City of Cats/ Shahre Gorbeha/ شهر گربه ها	Single	Ereele GmbH	Mar-2022
118	Motion Pic	Ghadeghan/ غدقن	Single	Ereele GmbH	Mar-2022
119	Motion Pic	Tornado/ تونادو	Single	Ereele GmbH	Apr-2022
120	Motion Pic	Spider/ عنکبوت	Single	Ereele GmbH	Apr-2022
121	Motion Pic	Myrmecophagous/Moorchekhaar/ مورچه خوار	Single	Ereele GmbH	May-2022
122	Motion Pic	The Witcher/Jadoogar/ جادوگر	Multi	Ereele GmbH	May-2022
123	Motion Pic	The looser Man/ Marde Bazande/ مرد بازنده	Single	Ereele GmbH	May-2022
124	Motion Pic	Shadravan/ شادروان	Single	Ereele GmbH	Jun-2022

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125	Motion Pic	Hamid Symphony / سمفونی حمید	Single	Ereele GmbH	Jun-2022
126	Motion Pic	Own Goal /Gol Be Khodi/ گل به خودی	Single	Ereele GmbH	Jun-2022

**FEDERAL COURT**  
**SOLICITORS OF RECORD**

**DOCKET:** T-717-20

**STYLE OF CAUSE:** GOLD LINE TELEMAGEMENT INC., AVA  
TELECOM LTD., GROUP OF GOLD LINE INC., AND  
GLWIZ INC. v EREELE GMBH AND HONAR AVAL  
PARDISAN PASARGAD CO.

**PLACE OF HEARING:** TORONTO, ONTARIO

**DATE OF HEARING:** APRIL 29, 2025

**JUDGMENT AND REASONS:** WHYTE NOWAK J.

**DATED:** MAY 16, 2025

**APPEARANCES:**

Dale E. Schlosser	FOR THE PLAINTIFFS/DEFENDANTS BY COUNTERCLAIM
No one appeared	FOR THE DEFENDANTS/PLAINTIFFS BY COUNTERCLAIM

**SOLICITORS OF RECORD:**

Riches, McKenzie & Herbert LLP Barristers and Solicitors Toronto, Ontario	FOR THE PLAINTIFFS/DEFENDANTS BY COUNTERCLAIM
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