

CASE CLOSED

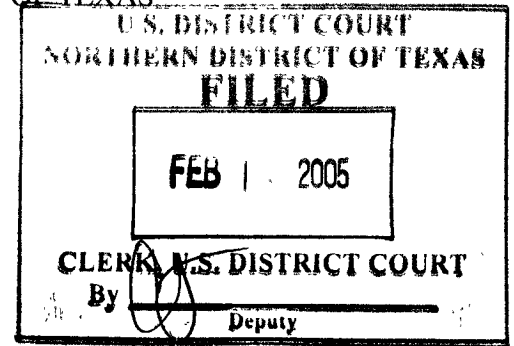
CASE NUMBER: 3:04-CV-2642-N

DATE: 2-16-05

TRIAL HELD: NO

ORIGINAL

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION



COLUMBIA PICTURES INDUSTRIES,
INC., DISNEY ENTERPRISES, INC.,
METRO-GOLDWYN-MAYER PICTURES
INC., PARAMOUNT PICTURES
CORPORATION, TWENTIETH CENTURY
FOX FILM CORPORATION, UNIVERSAL
CITY STUDIOS LLLP, UNIVERSAL CITY
STUDIOS PRODUCTIONS LLLP, and
WARNER BROS. ENTERTAINMENT INC.,

Plaintiffs,

Civil Action No. 3:04CV2642-N
(DCG)

v.

EDWARD WEBBER,

Defendant.

CONSENT JUDGMENT AND PERMANENT INJUNCTION

Plaintiffs and Defendant hereby stipulate and move that this Court should enter a Judgment and Permanent Injunction in favor of Plaintiffs and against Defendant, as follows:

1. The Complaint in this Action is amended to substitute, in place of Does 1-10, Edward Webber as sole defendant in this Action. The Amended Complaint, which is filed with the consent of all Parties, is attached hereto as Exhibit A.
2. Defendant acknowledges that he has been properly and validly served with the Summons and Complaint in this action. Defendant further consents to continuing jurisdiction of the Court for purposes of enforcement of the Judgment and Permanent Injunction, and irrevocably and fully waives and relinquishes any argument that venue or jurisdiction by this Court is improper or inconvenient.

3. Defendant shall pay damages to Plaintiffs in the amount of One Million Dollars (\$1,000,000).
4. Defendant, and his agents, servants, employees, representatives, assigns, licensees, transferees (including without limitation any purchasers, assigns, licensees, or transferees of any software, code or other technology owned or controlled by Defendant), and all those acting in concert with Defendant, at his direction or within his control (collectively, "Webber"):
 - (a) shall be permanently enjoined from directly, indirectly, contributorily, or vicariously infringing in any manner any copyright in any and all motion pictures, television programs or other copyrighted works (or portions thereof) protected by federal or state law, whether now in existence or later created, in which any Plaintiff (and any parents, subsidiaries or affiliates of any Plaintiff) own or control an exclusive right under Section 106 of the United States Copyright Act, 17 U.S.C. § 106 ("Copyrighted Works"), including but not limited to, by:
 - (i) copying, reproducing, downloading, distributing, uploading, linking to, transmitting, or publicly performing any Copyrighted Work;
 - (ii) enabling, facilitating, permitting, assisting, soliciting, encouraging, or inducing any person or entity ("User"), via the BitTorrent network or any other peer-to-peer or file-trading network, (A) to copy, reproduce, download, distribute, upload, link to, transmit, or publicly perform any Copyright Work, or (B) to make any Copyrighted Work available for copying, reproduction, distribution, uploading, linking to, transmitting, or public performance; and

- (b) shall disable and prevent Users of any website, server, hardware, software, or any other system or service owned, controlled, operated, or distributed by Webber, presently or in the future, including without limitation the computer servers and websites that make up LokiTorrent, TorrentStop and MuffTorrent operated by Webber as part of the BitTorrent network (collectively, the “Webber BitTorrent System”), from copying, reproducing, downloading, distributing, uploading, linking to, transmitting, or publicly performing any Copyrighted Work; and
- (c) shall affirmatively monitor and patrol for, and preclude access to, the Copyrighted Works on, over, through, or via the Webber BitTorrent System, to the extent it remains operational, including without limitation, by employing technological tools and measures to carry out such obligations; and
- (d) if necessary to be in complete and strict compliance with any provision herein, shall cease and desist from operating the Webber BitTorrent System, until such time that Webber implements measures that prevent any and all copying, reproduction, downloading, distributing, uploading, linking to, transmitting, or public performance of the Copyright Works by Users of the Webber BitTorrent System; and
- (e) shall not operate or assist in the operation of any computer server or website in any way related to the BitTorrent network, or any other peer-to-peer or file-trading network, that enables, facilitates, permits, assists, solicits, encourages, or induces the copying, reproduction, downloading, distributing, uploading, linking to, transmitting, or public performance of any of the Copyrighted Works.

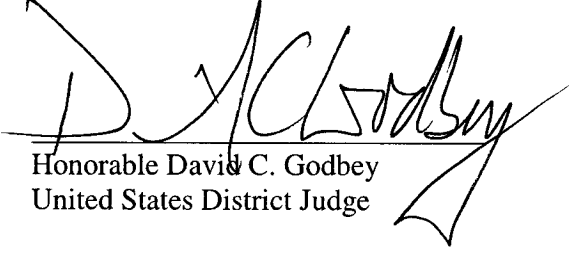
5. This injunction shall not apply to any of the Copyrighted Works for which Webber has obtained a written license from the appropriate Plaintiff that owns or controls the rights to such work, to the extent such license remains in force and valid.
6. Defendant shall promptly turn over to Plaintiffs copies of all data, logs and information on all computer servers that were used in connection with the Webber BitTorrent System. Thereafter, Defendant shall destroy all torrent files representing any Copyrighted Works, as well as all data in any way related to his operation of LokiTorrent and TorrentStop, and shall provide Plaintiffs with a sworn statement within five days after the entry of the Judgment and Permanent Injunction certifying his compliance with this provision.
7. If Defendant sells, leases, conveys, transfers, or assigns any part of the software, source code, object code, other technology, domain names, trademarks, brands, or goodwill in any way used in the operation of the Webber BitTorrent System, he will require, as a condition of any such transaction, that the purchaser, lessee, transferee, or assignee (a) submit to the Court's jurisdiction and venue, (b) agree to be bound by the terms herein, and (c) apply to the Court for an order adding them as a party to the permanent injunction entered by the Court against Defendant.
8. Without limiting the generality of any of the foregoing, Webber shall not publicly release, distribute or give away, for consideration or otherwise, any software, source code, object code, other technology, domain names, trademarks, brands, or goodwill in any way related to, or used in connection with, the Webber BitTorrent System, including without limitation, by posting such materials on an Internet web page or by offering such materials over any peer-to-peer or file-trading network. Nothing in this provision shall prohibit Defendant from entering into a private commercial transaction to transfer such materials, *provided* that any such transfer complies with the provisions of paragraph 7 above.

9. Defendant irrevocably and fully waives notice of entry of the Judgment and Permanent Injunction, and notice and service of the entered Judgment and Permanent Injunction, and understands and agrees that violation of the Judgment and Permanent Injunction will expose Defendant to all penalties provided by law, including for contempt of Court.
10. Defendant irrevocably and fully waives any and all right to appeal the Judgment and Permanent Injunction, to have it vacated or set aside, to seek or obtain a new trial thereon, or otherwise to attack in any way, directly or collaterally, its validity or enforceability.
11. Nothing contained in the Judgment and Permanent Injunction shall limit the right of Plaintiffs to recover damages for any and all infringements by Defendant of Plaintiffs' Copyrighted Works occurring after the date Defendant executes this stipulation for entry of Consent Judgment and Permanent Injunction.
12. Defendant acknowledges that he has read this Consent Judgment and Permanent Injunction, has had it explained by counsel of Defendant's choosing, and fully understands it and agrees to be bound thereby.
13. The undersigned counsel represent that they have been authorized to execute this stipulation providing for a Consent Judgment and Permanent Injunction on behalf of their respective clients.

JUDGMENT AND PERMANENT INJUNCTION

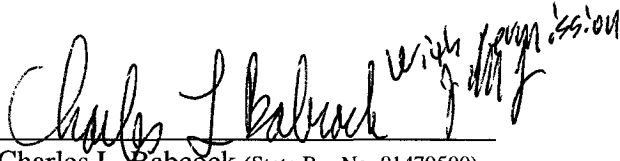
Having duly considered the stipulation of the Parties, and the proceedings in this Action, the Court orders that the Judgment and Permanent Injunction above shall be entered as the final judgment of this Court. There being no just reason for delay, the Clerk of the Court is hereby directed to enter this Judgment and Permanent Injunction pursuant to Rule 54 of the Federal Rules of Civil Procedure.

SO ORDERED, this 15 day of Feb, 2005.


Honorable David C. Godbey
United States District Judge

AGREED:

February 8, 2005



Charles L. Babcock (State Bar No. 01479500)

John M. Jackson (State Bar No. 24002340)

JACKSON WALKER LLP

Bank of America Plaza

901 Main Street

Suite 6000

Dallas, TX 75202

(214) 953-6000

and

Donald B. Verrilli, Jr.

Steven B. Fabrizio

Mathew J. Oppenheim

JENNER & BLOCK LLP

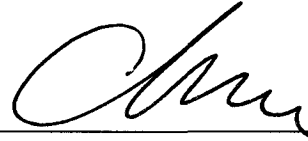
601 Thirteenth Street, N.W.

Suite 1200 South

Washington, DC 20005-3823

(202) 639-6000

On Behalf of Plaintiffs Columbia Pictures Industries, Inc., Disney Enterprises, Inc., Metro-Goldwyn-Mayer Pictures Inc., Paramount Pictures Corporation, Twentieth Century Fox Film Corporation, Universal City Studios LLLP, Universal City Studios Productions LLLP, and Warner Bros. Entertainment Inc.



Charles S. Baker (State Bar No. 01566200)

PORTER & HEDGES LLP

700 Louisiana Street

35th Floor

Houston, TX 77002-2764

(713) 226-0676

On Behalf of Defendant Edward Webber