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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

C O L U M B I A P I C T U R E S)
I N D U S T R I E S , I N C . , D I S N E Y)
E N T E R P R I S E S , I N C . , P A R A M O U N T)
P I C T U R E S C O R P . , T R I S T A R)
P I C T U R E S , I N C . , T W E N T I E T H)
C E N T U R Y F O X F I L M C O R P .)
W A R N E R B R O S .)
E N T E R T A I N M E N T , I N C .)
U N I V E R S A L C I T Y S T U D I O S L L P)
a n d U N I V E R S A L C I T Y S T U D I O S)
P R O D U C T I O N S L L P ,)

2:06-cv-01093-FMC-JCx

JUDGMENT AND PERMANENT
INJUNCTION

Plaintiffs,

vs.

J U S T I N B U N N E L L , F O R R E S T
P A R K E R , W E S P A R K E R ,
V A L E N C E M E D I A L L C ,

Defendants.

The Court, having terminated this case as a sanction for Defendants' misconduct and having entered default, now renders final judgment as to all claims of Plaintiffs against Defendant Valence Media LLC. It is therefore

ORDERED, ADJUDGED and DECREED that: Judgment shall be entered against Valence Media LLC (Defendant) for willful inducement of copyright

1 infringement, contributory copyright infringement, and vicarious copyright
2 infringement, pursuant to 17 U.S.C. §§ 501, *et seq.* It is further

3
4 ORDERED, ADJUDGED and DECREED that: Plaintiffs are awarded
5 statutory damages of \$30,00 per infringement pursuant to 17 U.S.C. § 504(c), for
6 each of the 3,699 infringements shown, for a total judgment in the amount of
7 \$110,970,000, and judgment shall be entered against Defendant in that amount.
8 Plaintiffs are awarded their costs of court. It is further

9
10 ORDERED, ADJUDGED and DECREED that:

11 1. For the purposes of this Permanent Injunction, the “TorrentSpy System”
12 refers to the software, websites, electronic data, forums, guides, and frequently
13 asked questions (“FAQs”) that make up or support www.torrentspy.com.
14 “Copyrighted Works” shall mean copyrighted works, or portions thereof,
15 whether now in existence or later created, in which any Plaintiff (or parent,
16 subsidiary or affiliate of any Plaintiff) owns or controls an exclusive right
17 under the United States Copyright Act, 17 U.S.C. §§ 101 *et seq.*

18
19 2. Defendant, and its officers, agents, servants, employees, and attorneys, and
20 all those in active concert or participation with Defendant who receive actual
21 notice of this Permanent Injunction shall immediately and permanently be
22 enjoined from directly, indirectly, contributorily, or vicariously infringing in
23 any manner any Copyrighted Works, including without limitation by engaging
24 in any of the following activities:

25 (a) encouraging, promoting, soliciting, or inducing, or knowingly
26 materially contributing to, enabling, facilitating, or assisting, any
27 person or entity, via any computer server, computer program,
28

1 website, or online system, network or service, including without
2 limitation any peer-to-peer or file-trading network, (i) to
3 reproduce, download, distribute, upload, or publicly perform or
4 display any Copyrighted Work, or (ii) to make any Copyrighted
5 Work available for reproduction, download, distribution, upload,
6 or public performance or display, or
7 (b) reproducing, downloading, distributing, uploading, or
8 publicly performing or displaying any Copyrighted Work.

9
10 3. The terms of paragraph 2 of this injunction shall not apply to any
11 Copyrighted Work for which Defendant has obtained express written
12 authorization or license for the use being made of such Copyrighted Work
13 from each Plaintiff that owns or controls the rights to such Copyrighted Work,
14 to the extent such license remains in force and valid.

15
16 4. Prior to Defendant entering into any agreement or transaction whatsoever
17 to sell, lease, license, assign, convey, give away, distribute, loan, barter,
18 hypothecate, encumber, pledge or otherwise transfer, whether or not for
19 consideration or compensation, any part of the software, source code, data
20 files, other technology, domain names, trademarks, or brands used in
21 connection with the TorrentSpy System (a “Transfer of TorrentSpy-Related
22 Assets”), Defendant shall require, as a condition of any such transaction, that
23 the transferee:

- 24 (a) submit to the Court’s jurisdiction and venue,
25 (b) agree to be bound by the terms herein, and
26 (c) apply to the Court for an order adding it as a party to this Permanent
27 Injunction.
28

1 Defendant shall not permit any Transfer of TorrentSpy-Related Assets to close
2 until the Court has entered such an order. Defendant further shall not engaged
3 in a Transfer of TorrentSpy-Related Assets with or to any person whom
4 Defendant knows to be engaged in conduct that would violate the terms of
5 Paragraph 1 above.

6
7 5. The Defendant shall give notice of this Permanent Injunction to each of its
8 respective officers, agents, servants, employees, attorneys, principals, and
9 direct and indirect shareholders.

10
11 6. Nothing in this Permanent Injunction shall limit the right of Plaintiffs to
12 seek to recover damages under 17 U.S.C. § 504, or costs, including attorneys'
13 fees, under 17 U.S.C. § 505.

14
15 7. Violation of this Permanent Injunction shall expose the Defendant to all
16 applicable penalties, including for contempt of Court.

17
18 8. The Court shall maintain jurisdiction over this action for the purposes of
19 enforcing this Permanent Injunction.

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21 It is SO ORDERED.

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23 Dated: May 5, 2008



FLORENCE-MARIE COOPER, Judge
UNITED STATES DISTRICT COURT

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