

1 ROBERT H. ROTSTEIN (SBN 72452)
 rxr@msk.com
 2 WADE B. GENTZ (SBN 249793)
 wbg@msk.com
 3 ERIC S. BOORSTIN (SBN 253724)
 esb@msk.com
 4 MITCHELL SILBERBERG & KNUPP LLP
 11377 West Olympic Boulevard
 5 Los Angeles, California 90064-1683
 Telephone: (310) 312-2000
 6 Facsimile: (310) 312-3100

7 Attorneys for Plaintiffs

8 UNITED STATES DISTRICT COURT
 9 CENTRAL DISTRICT OF CALIFORNIA

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UNIVERSAL CITY STUDIOS
 PRODUCTIONS LLLP, a Delaware
 limited liability limited partnership;
 UNIVERSAL CITY STUDIOS LLLP, a
 Delaware limited liability limited
 partnership; DISNEY ENTERPRISES,
 INC., a Delaware corporation,

Plaintiffs,

v.

SSWAREZ.COM, a business entity of
 unknown form; VERONICA MOUNIE,
 an individual, d/b/a SSWAREZ.COM;
 ADAM SUMMERS, an individual, d/b/a
 SSWAREZ.COM; ROGER
 RINGUETTE, an individual, d/b/a
 SSWAREZ.COM, TRAVIS CLARK, an
 individual, d/b/a SSWAREZ.COM, and
 DOES 4 through 5, inclusive,

Defendants.

CASE NO. CV 08-8300 GAF (AGR_x)

The Honorable Gary A. Feess

**[PROPOSED] CONSENT
 JUDGMENT**

1 Plaintiffs Universal City Studios Productions LLLP, Universal City Studios
2 LLLP, and Disney Enterprises, Inc. (collectively, “Plaintiffs”), and Defendant
3 Adam Summers d/b/a www.sswarez.com (“Defendant”), having entered into a
4 Stipulation for Entry of Judgment and the Court having entered an Order thereon,
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6 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

7 1. Defendant has engaged in contributory copyright infringement and
8 inducement of copyright infringement by his active involvement in the operation of
9 the website (www.SSwarez.com), which provided links to infringing material
10 posted on third-party websites.

11 2. Defendant is liable for damages to Plaintiffs in the amount of Three
12 Hundred Thousand Dollars (\$300,000).

13 3. Defendant and his agents, servants, employees, representatives,
14 assigns, licensees, transferees, and all those acting in concert with Defendant, at his
15 direction or within his control (collectively, “Defendant”):

16 (a) shall immediately and permanently cease and desist from operating
17 SSwarez.com, except as otherwise provided for in Paragraph 5;

18 (b) shall immediately and permanently cease and desist from operating
19 any website that is substantially similar to SSwarez.com; and

20 (c) shall immediately and permanently cease and desist from directly,
21 indirectly, contributorily, or vicariously infringing in any manner any
22 copyright in any and all motion pictures, television programs, and other
23 copyrighted works (or portions thereof), whether now in existence or later
24 created, in which any Plaintiff (including its parents, subsidiaries, or
25 affiliates) owns or controls an exclusive right under Section 106 of the
26 United States Copyright Act (17 U.S.C. § 106) or pursuant to copyright laws
27 of other countries or territories (the “Copyrighted Works”), including, but
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1 not limited to, engaging in any of the following without appropriate written
2 authority or license from the appropriate Plaintiff:

- 3 (1) copying, reproducing, downloading, distributing, uploading,
4 linking to, transmitting, or publicly performing any of the
5 Copyrighted Works;
- 6 (2) enabling, facilitating, permitting, assisting, soliciting,
7 encouraging, inducing, or persuading any person or entity to
8 copy, reproduce, download, distribute, upload, link to, transmit,
9 or publicly perform any of the Copyrighted Works; and/or
- 10 (3) profiting or benefiting from the unauthorized copying,
11 reproduction, downloading, distribution, uploading, linking to,
12 transmission, or public performance of any of the Copyrighted
13 works while declining to exercise a right to stop or limit such
14 unauthorized copying, reproduction, downloading, distribution,
15 uploading, linking to, transmission, or public performance of
16 any of the Copyrighted works.

17 (d) if necessary, shall cease to operate or assist in the operation of, and
18 will not profit or benefit from, any website known or suspected by
19 Defendant to be engaging in direct, indirect, contributory, or vicarious
20 infringement of any of the Copyrighted Works;

21 (e) shall not operate or, provide links to, assist or participate in any way
22 in the operation of, or in any way profit or benefit from, any website that
23 enables, facilitates, permits, assists, solicits, encourages, or induces the
24 copying, reproduction, downloading, distributing, uploading, linking to,
25 transmitting, or public performance of any of the Copyrighted Works,
26 unless and until Defendant has obtained all necessary prior written authority
27 or license for such Copyrighted Works from the appropriate Plaintiff.
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1 4. This injunction shall not apply to any Copyrighted Works for which
2 Defendant has obtained an appropriate written license from the Plaintiff that owns
3 or controls the rights to such work, to the extent such license remains in force and
4 valid.

5 5. Defendant shall destroy all digital files representing any Copyrighted
6 Works that are currently in his possession, custody, or control. Defendant shall
7 provide Plaintiffs with a sworn statement within five days after the entry of the
8 Consent Judgment certifying his compliance with this provision.

9 6. Absent the prior written consent of Plaintiffs or their designee,
10 Defendant shall not publicly release, distribute, sell, transfer or give away, for
11 consideration or otherwise, any software, source code, object code, technology,
12 domain name(s), trademark(s), brand(s), goodwill or any other property of any
13 kind, in whole or in part, which is in any way related to <http://www.sswarez.com>,
14 including without limitation, by posting such materials on an internet web page or
15 by offering such materials over any peer-to-peer or file-trading network or any
16 other medium.

17 7. Defendant irrevocably and fully waives notice of entry of the Consent
18 Judgment and notice and service of the entered Consent Judgment and
19 understands, confirms, and agrees that violation of the Consent Judgment will
20 expose Defendant to all penalties provided by law, including contempt of Court.

21 8. Defendant irrevocably and fully waives any and all rights to appeal
22 the Consent Judgment, to have it vacated or set aside, to seek or obtain a new trial
23 thereon, or otherwise to attack in any way, directly or collaterally, its validity or
24 enforceability.

25 9. Nothing contained in the Consent Judgment shall limit the right of
26 Plaintiffs to seek relief, including without limitation, damages, for any and all
27 infringements by Defendant of the Copyrighted Works occurring after the date
28 Defendant executes the Stipulation for Entry of Judgment.

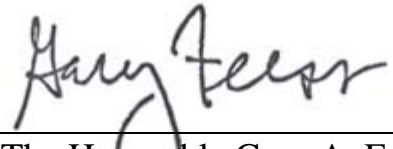
1 10. This Consent Judgment shall be deemed to have been served upon
2 Defendant at the time of its execution by the Court.

3 11. The Court finds there is no just reason for delay in entering this
4 Consent Judgment and, pursuant to Federal Rule of Civil Procedure 54(a), the
5 Court directs immediate entry of this Consent Judgment against Defendant.

6 12. The Court shall retain jurisdiction of this action to entertain such
7 further proceedings and to enter such further orders as may be necessary or
8 appropriate to implement and enforce the provisions of this Consent Judgment.

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Dated: September 17, 2009



The Honorable Gary A. Feess
United States District Judge

Submitted by:

ROBERT H. ROTSTEIN
WADE B. GENTZ
ERIC S. BOORSTIN
MITCHELL SILBERBERG & KNUPP LLP

DATED: September 16, 2009

By: /s/ Eric S. Boorstin

Eric S. Boorstin
Attorneys for Plaintiffs