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7 Attorneys for Plaintiffs

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10 UNITED STATES DISTRICT COURT  
 11 CENTRAL DISTRICT OF CALIFORNIA

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14 UNIVERSAL CITY STUDIOS  
 PRODUCTIONS LLLP; a Delaware  
 limited liability limited partnership;  
 15 FOCUS FEATURES LLC, a Delaware  
 limited liability company; UNIVERSAL  
 16 STUDIOS INTERNATIONAL B.V., a  
 Netherlands limited liability company;  
 17 UNIVERSAL CITY STUDIOS LLLP, a  
 Delaware limited liability limited  
 18 partnership; PARAMOUNT PICTURES  
 CORPORATION, a Delaware  
 19 corporation.

CASE NO. CV 08-08478 SVW (JTLx)  
 The Honorable Stephen V. Wilson  
**CONSENT JUDGMENT**

20 Plaintiffs,

21 v.

22 MOVIE6.NET, a business entity of  
 unknown form; ROBERT BOOMER  
 23 a/k/a TERRY BOOMER a/k/a ROB  
 JOHNSON a/k/a JOE JOHNSON a/k/a  
 24 JOE J. a/k/a ADAM CHRISTOPHER,  
 an individual, d/b/a MOVIE6.NET; and  
 25 DOES 2 through 5, inclusive,

26 Defendants.

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1 Plaintiffs Universal City Studios Productions LLLP, Focus Features LLC,  
2 Universal Studios International B.V., Universal City Studios LLLP, and Paramount  
3 Pictures Corporation (collectively, “Plaintiffs”), and Defendants Movie6.net and  
4 Robert Boomer (collectively, “Defendants”), having entered into a Stipulation for  
5 Entry of Judgment and the Court having entered an Order thereon,  
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7 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

8 1. Defendants have engaged in contributory copyright infringement and  
9 inducement of copyright infringement by actively searching for, identifying,  
10 collecting, posting, organizing, indexing, and posting on their website  
11 (www.movie6.net) links to infringing material, which has been posted on third-  
12 party websites.

13 2. Defendants are liable for damages to Plaintiffs in the amount of One  
14 Million, One Hundred and Fifty Thousand Dollars (\$1,150,000).

15 3. Defendants and their agents, servants, employees, representatives,  
16 assigns, licensees, transferees, and all those acting in concert with Defendants, at  
17 their direction or within their control (collectively, “Defendants”), shall, whether in  
18 the United States, Canada, or any other country:

19 (a) immediately and permanently cease and desist from operating  
20 Movie6.net, except as otherwise provided for in Paragraph 5;

21 (b) immediately and permanently cease and desist from operating any  
22 website that is substantially similar to Movie6.net; and

23 (c) immediately and permanently cease and desist from (i) directly,  
24 indirectly, contributorily, or vicariously infringing in any manner, or (ii)  
25 enabling, facilitating, permitting, assisting, soliciting, encouraging,  
26 inducing, or persuading infringement in any matter, any copyright in any  
27 and all motion pictures, television programs, and other copyrighted works  
28 (or portions thereof), whether now in existence or later created, in which

1 any Plaintiff (including its parents, subsidiaries, or affiliates) owns or  
2 controls an exclusive right under Section 106 of the United States Copyright  
3 Act (17 U.S.C. § 106) or pursuant to copyright laws of Canada or other  
4 countries or territories, or any exclusive license thereto (the “Copyrighted  
5 Works”), including, but not limited to, engaging in any of the following  
6 without express written authority or license from the appropriate Plaintiff:

- 7 (1) copying, reproducing, downloading, distributing, uploading, or  
8 linking to, any of the Copyrighted Works;
- 9 (2) transmitting, streaming, performing in public, or communicating  
10 to the public by telecommunication, any of the Copyrighted  
11 Works;
- 12 (3) enabling, facilitating, permitting, assisting, soliciting,  
13 encouraging, inducing, or persuading any person or entity to  
14 copy, reproduce, download, distribute, upload, link to, transmit,  
15 stream, perform in public, or communicate to the public by  
16 telecommunication or publicly perform any of the Copyrighted  
17 Works;
- 18 (4) profiting or benefiting from the unauthorized copying,  
19 reproduction, downloading, distribution, uploading, linking to,  
20 transmission, or public performance of any of the Copyrighted  
21 Works while declining to exercise a right to stop or limit such  
22 unauthorized copying, reproduction, downloading, distribution,  
23 uploading, linking to, transmission, or streaming, performing in  
24 public, or communicating to the public by telecommunication  
25 any of the Copyrighted Works; and/or
- 26 (5) participating in any affiliate marketing or advertising program  
27 (or any similar program designed to drive or refer user traffic to  
28 Internet websites), including but not limited to such programs

1 offered by ClickBank.com and Marketbay.com, involving any  
2 Internet website that enables, facilitates, permits, assists,  
3 solicits, encourages, abets, promotes, profits from, or induces  
4 the copying, reproduction, downloading, distributing,  
5 uploading, linking to, transmitting, or public performance of  
6 any of the Copyrighted Works.

7 (d) if necessary, shall cease to operate or assist in the operation of, and  
8 will not profit or benefit from, any website known or suspected by  
9 Defendants to be engaging in authorizing, inducing, encouraging, aiding or  
10 abetting, or materially contributing to infringement of any of the  
11 Copyrighted Works;

12 (e) shall not operate or, provide links to, assist or participate in any way  
13 in the operation of, or in any way profit or benefit from, any website that  
14 enables, facilitates, permits, assists, solicits, encourages, or induces the  
15 copying, reproduction, downloading, distributing, uploading, linking to,  
16 transmitting, or streaming, performing in public, or communicating to the  
17 public by telecommunication any of the Copyrighted Works, unless and  
18 until Defendants have obtained all necessary prior written authority or  
19 license for such Copyrighted Works from the appropriate Plaintiff.

20 4. This injunction shall not apply to any Copyrighted Works for which  
21 Defendants have obtained an appropriate written license from the Plaintiff that  
22 owns or controls the rights to such work, to the extent such license remains in force  
23 and valid.

24 5. Defendants shall destroy all digital files representing any Copyrighted  
25 Works that are currently in their possession, custody, or control, except for  
26 Copyrighted Works for which Defendant has obtained an appropriate written  
27 license from the Plaintiff that owns or controls the rights to such work, to the  
28 extent such license remains in force and valid. Defendants shall provide Plaintiffs

1 with a sworn statement within twenty-one days after the entry of the Consent  
2 Judgment certifying their compliance with this provision.

3 6. Absent the prior written consent of Plaintiffs or their designee,  
4 Defendants shall not publicly release, distribute, sell, transfer or give away, for  
5 consideration or otherwise, any software, source code, object code, technology,  
6 domain name(s), trademark(s), brand(s), goodwill or any other property of any  
7 kind, in whole or in part, which is in any way related to <http://www.movie6.net>,  
8 including without limitation, by posting such materials on an internet web page or  
9 by offering such materials over any peer-to-peer or file-trading network or any  
10 other medium.

11 7. Defendants irrevocably and fully waive notice of entry of the Consent  
12 Judgment and notice and service of the entered Consent Judgment and understand,  
13 confirm, and agree that violation of the Consent Judgment will expose Defendants  
14 to all penalties provided by law, including contempt of Court.

15 8. Defendants irrevocably and fully waive any and all rights to appeal  
16 the Consent Judgment, to have it vacated or set aside, to seek or obtain a new trial  
17 thereon, or otherwise to attack in any way, directly or collaterally, its validity or  
18 enforceability, with the limited exception that Defendants are permitted to attack  
19 the enforceability of the Consent Judgment solely by contesting the limited and  
20 narrow issue of whether Defendants did or did not violate the terms of the Consent  
21 Judgment or the parties' separately executed Settlement Agreement.

22 Notwithstanding the above, even in that limited exception, Defendants may not (a)  
23 contend that the Consent Judgment or the Settlement Agreement should be vacated  
24 or set aside in whole or in part or (b) seek or obtain a new trial on the Consent  
25 Judgment.

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

3 10. This Consent Judgment shall be deemed to have been served upon  
4 Defendants at the time of its execution by the Court.

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

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

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Dated: January 28, 2010



The Honorable Stephen V. Wilson  
United States District Judge

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Submitted by:

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

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DATED: January 27, 2010

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By: /s/ Wade B. Gentz

Wade B. Gentz  
Attorneys for Plaintiffs

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