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Century Fox Film Corp., and Fox Broadcasting Company	
UNITED STATES	S DISTRICT COURT
CENTRAL DISTR	ICT OF CALIFORNIA
WESTER	N DIVISION
FOX TELEVISION STATIONS, INC.,	Case No.: CV 12-6921-GW(JCx)
TWENTIETH CENTURY FOX FILM CORP., and FOX BROADCASTING	(consolidated with Case No. CV 12-
COMPANY, Plaintiffs,	6950-GW(JCx))
	Hon. George H. Wu
	STIPULATED CONSENT JUDGMENT AND PERMANENT
FILMON X, LLC, FILMON.TV, INC., FILMON.TV NETWORKS, INC.,	INJUNCTION
FILMON.COM, INC., ALKIVIADES DAVID, and JOHN DOES 1-3,	
inclusive, Defendants.	
NBCUNIVERSAL MEDIA, LLC, et al.	
Plaintiffs,	
v.	
FILMON X LLC, et al.,	
Defendants.	

Doc. 162

Pursuant to the Settlement Agreement reached between Plaintiffs and
 Defendants, the foregoing stipulation of the Parties, and for good cause shown, the
 Court hereby enters the following Stipulated Consent Judgment and Permanent
 Injunction:

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## **STIPULATED CONSENT JUDGMENT AND PERMANENT INJUNCTION**

Defendants, its affiliated companies, and all of its officers, directors, 1. 6 agents, servants, and employees, and all natural and corporate persons in active 7 8 concert or participation or in privity with any of them (collectively, the "Enjoined 9 Persons") ARE HEREBY PERMANENTLY RESTRAINED AND ENJOINED from streaming, transmitting, retransmitting, or otherwise publicly performing, 10 11 displaying, or distributing without Authorization any Copyrighted Programming over the Internet (through websites such as filmon.com or filmonx.com), via web 12 13 applications (available through platforms such as the Windows App Store, Apple's App Store, the Amazon App Store, Facebook, or Google Play), via portable 14 15 devices (such as through application on devices such as iPhones, iPads, Android 16 devices, smart phones, or tablets), or by means of any device or process, and from 17 otherwise infringing, by any means, directly or indirectly, any of Plaintiffs' exclusive rights under Section 106 of the Copyright Act with respect to 18 19 Copyrighted Programming. "Authorization" means and requires a written license 20 from the copyright holder.

2. "Copyrighted Programming" shall mean each of those television
 programming works, or portions thereof, whether now in existence or later created,
 including but not limited to original programming, motion pictures and newscasts,
 in which the Plaintiffs, or any of them, (or any parent, subsidiary, or affiliate of any
 of the Plaintiffs) owns or controls an exclusive right under the United States
 Copyright Act, 17 U.S.C. §§ 101, et seq.

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3. Violation of this Stipulated Consent Judgment and Permanent

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1	Injunction shall expose Defendants and all other persons bound by this Stipulated
2	Consent Judgment and Permanent Injunction to all applicable penalties, including
3	contempt of Court.

4 4. All claims and defenses in this action are hereby resolved by this
5 Stipulated Consent Judgment and Permanent Injunction.

5. This Court shall retain continuing jurisdiction over the Parties and the
action for purposes of construction, modification, and enforcement of this
Stipulated Consent Judgment and Permanent Injunction and/or enforcing the
Parties' Settlement Agreement.

6.

All parties are to bear their own costs.

## IT IS SO ORDERED.

<sup>13</sup> SIGNED at Los Angeles, California, this 24<sup>th</sup> day of May, 2017.

Menge H. When

The Honorable George H. Wu United States District Judge