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11 Attorney for Defendant  
 12 Michael Hockspiel, an individual and d/b/a  
 MH SALES

13  
 14 UNITED STATES DISTRICT COURT  
 15 CENTRAL DISTRICT OF CALIFORNIA

16 Warner Bros. Home Entertainment Inc.,  
 17 Plaintiff,

18 v.

19 Michael Hockspiel, an individual and  
 20 d/b/a as Amazon.com Seller MH SALES,  
 21 and Does 1-10, inclusive,  
 22 Defendants.

Case No. CV12-9167 R (CWx)  
 CONSENT DECREE AND  
 PERMANENT INJUNCTION

23 The Court, having read and considered the Joint Stipulation for Entry of  
 24 Consent Decree and Permanent Injunction that has been executed by Plaintiff Warner  
 25 Bros. Home Entertainment Inc. (“Plaintiff”) and Defendant Michael Hockspiel, an  
 26 individual and d/b/a as Amazon.com Seller MH SALES (“Defendant”), in this action,  
 27 and good cause appearing therefore, hereby:  
 28

1           ORDERS that based on the Parties’ stipulation and only as to Defendant, his  
2 successors, heirs, and assignees, this Injunction shall be and is hereby entered in the  
3 within action as follows:

4           1)     This Court has jurisdiction over the parties to this action and over the subject  
5 matter hereof pursuant to 17 U.S.C. § 101 *et seq.*, and 28 U.S.C. §§ 1331 and 1338.  
6 Service of process was properly made against Defendant.

7           2)     Plaintiff owns or controls the copyright or pertinent exclusive right to distribute  
8 or license the distribution of home video and digital products, including video home  
9 cassettes (VHS) as well as optical discs, including, but not limited to, digital versatile  
10 discs (DVDs) and Blu-ray discs (collectively “Media Products”) incorporating the  
11 motion picture or television titles subject to the copyright registrations listed in Exhibit  
12 “A” attached hereto and incorporated herein by this reference (collectively referred to  
13 herein as “Plaintiff’s Works”).

14           3)     Plaintiff has alleged that Defendant has made unauthorized uses of Plaintiff’s  
15 Works or substantially similar likenesses or colorable imitations thereof.

16           4)     Defendant and his agents, servants, employees, representatives, successor and  
17 assigns, and all persons, firms, corporations or other entities in active concert or  
18 participation with him who receive actual notice of the Injunction are hereby  
19 restrained and permanently enjoined from infringing – directly, contributorily or  
20 vicariously – or enabling, facilitating, permitting, assisting, soliciting, encouraging,  
21 inducing, authorizing, aiding or abetting, materially contributing to, or persuading  
22 anyone to infringe in any manner Plaintiff’s Works, including, but not limited to, the  
23 following:

- 24           a)     Copying, reproducing, downloading, distributing, uploading, linking to,  
25                 transmitting, or publicly performing, or using trademarks, trade names or  
26                 logos in connection with unauthorized Media Products containing any of  
27                 Plaintiff’s Works;

- 1           b)    Enabling, facilitating, permitting, assisting, soliciting, encouraging,  
2           abetting, or inducing any person or entity to copy, reproduce, download,  
3           distribute, upload, link to, transmit, or publicly perform any of Plaintiff's  
4           Works; or
- 5           c)    Profiting from the unauthorized copying, reproduction, downloading,  
6           distribution, uploading, linking to, transmission, or public performance of  
7           any of Plaintiff's Works while declining to exercise a right to stop or limit  
8           such unauthorized copying, reproduction, downloading, distribution,  
9           uploading, linking to, transmission, or public performance of any of  
10          Plaintiff's Works.
- 11       5)    Each side shall bear its own fees and costs of suit.
- 12       6)    Except as provided herein, all claims alleged in the Complaint are dismissed  
13       with prejudice.
- 14       7)    This Injunction shall be deemed to have been served upon Defendant at the time  
15       of its execution by the Court.
- 16       8)    The Court finds there is no just reason for delay in entering this Injunction and,  
17       pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs  
18       immediate entry of this Injunction against Defendant.
- 19       9)    The Court shall retain jurisdiction of this action to entertain such further  
20       proceedings and to enter such further orders as may be necessary or appropriate to  
21       implement and enforce the provisions of this Injunction.
- 22       10)   The above-captioned action, shall, upon filing by Plaintiff of the Settlement  
23       Agreement, Stipulation for Entry of Judgment and Judgment Pursuant to Stipulation,  
24       and requesting entry of judgment against Defendant, be reopened should Defendant  
25       default under the terms of the Settlement Agreement.
- 26       11)   This Court shall retain jurisdiction over Defendant for the purpose of making  
27       further orders necessary or proper for the construction or modification of this consent  
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1 decree and judgment; the enforcement hereof; the punishment of any violations  
2 hereof; and for the possible entry of a further Judgment Pursuant to Stipulation in this  
3 action.

4 DATED: August 21, 2013

5   
6 Hon. Manuel L. Real  
United States District Judge

7 PRESENTED BY:

8 J. Andrew Coombs, A Prof. Corp.

9 By: \_\_\_\_\_  
10 J. Andrew Coombs  
11 Nicole L. Drey  
12 Attorneys for Plaintiff Warner Bros. Home  
13 Entertainment Inc.

14 The Kernan Law Firm

15 By: \_\_\_\_\_  
16 S. Michael Kernan  
17 Attorney for Defendant Michael Hockspiel,  
an individual and d/b/a MH SALES

**EXHIBIT A**

**COPYRIGHT REGISTRATIONS**

<u>Copyright Registration Number:</u>	<u>Title of Work:</u>	<u>Claimant of Work:</u>
	Game Of Thrones: Season One	
PA 1-736-232	GAME OF THRONES: Winter Is Coming	Home Box Office, Inc.
PA 1-736-234	GAME OF THRONES: The Kingsroad	Home Box Office, Inc.
PA 1-737-694	GAME OF THRONES: Lord Snow	Home Box Office, Inc.
PA 1-737-699	GAME OF THRONES: Cripples, Bastards And Broken Things	Home Box Office, Inc.
PA 1-737-696	GAME OF THRONES: The Wolf And The Lion	Home Box Office, Inc.
PA 1-737-695	GAME OF THRONES: A Golden Crown	Home Box Office, Inc.
PA 1-750-434	GAME OF THRONES: You Win Or You Die	Home Box Office, Inc.
PA 1-738-431	GAME OF THRONES: The Pointy End	Home Box Office, Inc.
PA 1-739-318	GAME OF THRONES: Baelor	Home Box Office, Inc.
PA 1-740-116	GAME OF THRONES: Fire And Blood	Home Box Office, Inc.
	THE VAMPIRE DIARIES: Season Three	
PA 1-806-075	THE VAMPIRE DIARIES: The Birthday	Warner Bros. Entertainment Inc.
Application Pending	THE VAMPIRE DIARIES: The Hybrid	Warner Bros. Entertainment Inc.
Application Pending	THE VAMPIRE DIARIES: The End Of The Affair	Warner Bros. Entertainment Inc.
Application Pending	THE VAMPIRE DIARIES: Disturbing Behavior	Warner Bros. Entertainment Inc.
Application Pending	THE VAMPIRE DIARIES: The Reckoning	Warner Bros. Entertainment Inc.
Application Pending	THE VAMPIRE DIARIES: Smells Like Teen Spirit	Warner Bros. Entertainment Inc.
Application Pending	THE VAMPIRE DIARIES: Ghost World	Warner Bros. Entertainment Inc.
Application Pending	THE VAMPIRE DIARIES: Ordinary People	Warner Bros. Entertainment Inc.
Application Pending	THE VAMPIRE DIARIES: Homecoming	Warner Bros. Entertainment Inc.

1	Application Pending	THE VAMPIRE DIARIES: The New Deal	Warner Bros. Entertainment Inc.
2	Application Pending	THE VAMPIRE DIARIES: Our Town	Warner Bros. Entertainment Inc.
3	Application Pending	THE VAMPIRE DIARIES: The Ties That Bind	Warner Bros. Entertainment Inc.
4	Application Pending	THE VAMPIRE DIARIES: Bringing Out The Dead	Warner Bros. Entertainment Inc.
5	Application Pending	THE VAMPIRE DIARIES: Dangerous Liaisons	Warner Bros. Entertainment Inc.
6	Application Pending	THE VAMPIRE DIARIES: All My Children	Warner Bros. Entertainment Inc.
7	Application Pending	THE VAMPIRE DIARIES: 1912	Warner Bros. Entertainment Inc.
8	Application Pending	THE VAMPIRE DIARIES: Break On Through	Warner Bros. Entertainment Inc.
9	Application Pending	THE VAMPIRE DIARIES: The Murder Of One	Warner Bros. Entertainment Inc.
10	Application Pending	THE VAMPIRE DIARIES: Heart Of Darkness	Warner Bros. Entertainment Inc.
11	Application Pending	THE VAMPIRE DIARIES: Do Not Go Gentle	Warner Bros. Entertainment Inc.
12	Application Pending	THE VAMPIRE DIARIES: Before Sunset	Warner Bros. Entertainment Inc.
13	PA 1-806-077	THE VAMPIRE DIARIES: The Departed	Warner Bros. Entertainment Inc.
14		DEADWOOD: Season One	
15	PA 1-227-680	DEADWOOD: Deadwood	Home Box Office, Inc.
16	PA 1-231-791	DEADWOOD: Deep Water	Home Box Office, Inc.
17	PA 1-231-792	DEADWOOD: Reconnoitering The Rim	Home Box Office, Inc.
18	PA 1-227-640	DEADWOOD: Here Was A Man	Home Box Office, Inc.
19	PA 1-227-633	DEADWOOD: The Trial Of Jack McCall	Home Box Office, Inc.
20	PA 1-227-641	DEADWOOD: Plague	Home Box Office, Inc.
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1	PA 1-232-758	DEADWOOD: Bullock Returns To The Camp	Home Box Office, Inc.
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3	PA 1-232-759	DEADWOOD: Suffer The Little Children	Home Box Office, Inc.
4	PA 1-232-744	DEADWOOD: No Other Sons Or Daughters	Home Box Office, Inc.
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6	PA 1-232-740	DEADWOOD: Mr. Wu	Home Box Office, Inc.
7	PA 1-233-007	DEADWOOD: Jewels Boot Is Made For Walking	Home Box Office, Inc.
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9	PA 1-233-008	DEADWOOD: Sold Under Sin	Home Box Office, Inc.
10		DEADWOOD: Season Two	
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12	PA 1-354-918	DEADWOOD: A Lie Agreed Upon, Part I	Home Box Office, Inc.
13	PA 1-354-919	DEADWOOD: A Lie Agreed Upon, Part II	Home Box Office, Inc.
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15	PA 1-272-613	DEADWOOD: New Money	Home Box Office, Inc.
16	PA 1-272-614	DEADWOOD: Requiem For A Gleet	Home Box Office, Inc.
17	PA 1-274-760	DEADWOOD: Complications	Home Box Office, Inc.
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19	PA 1-274-767	DEADWOOD: Something Very Expensive	Home Box Office, Inc.
20	PA 1-274-768	DEADWOOD: E. B. Was Left Out	Home Box Office, Inc.
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22	PA 1-280-307	DEADWOOD: Childish Things	Home Box Office, Inc.
23	PA 1-277-128	DEADWOOD: Amalgamation And Capital	Home Box Office, Inc.
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25	PA 1-275-223	DEADWOOD: Advances None Miraculous	Home Box Office, Inc.
26	PA 1-275-224	DEADWOOD: The Whores Can Come	Home Box Office, Inc.
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28	PA 1-275-225	DEADWOOD: Boy The Earth Talks-To	Home Box Office, Inc.

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	DEADWOOD: Season Three	
PA 1-324-821	DEADWOOD: Tell Your God To Ready For Blood	Home Box Office, Inc.
PA 1-324-841	DEADWOOD: I Am Not The Fine Man You Take Me For	Home Box Office, Inc.
PA 1-324-842	DEADWOOD: True Colors	Home Box Office, Inc.
PA 1-325-040	DEADWOOD: Full Faith And Credit	Home Box Office, Inc.
PA 1-325-041	DEADWOOD: A Two Headed Beast	Home Box Office, Inc.
PA 1-325-042	DEADWOOD: A Rich Find	Home Box Office, Inc.
PA 1-325-043	DEADWOOD: Unauthorized Cinnamon	Home Box Office, Inc.
PA 1-340-844	DEADWOOD: Leviathan Smiles	Home Box Office, Inc.
PA 1-340-840	DEADWOOD: Amateur Night	Home Box Office, Inc.
PA 1-353-510	DEADWOOD: A Constant Throb	Home Box Office, Inc.
PA 1-353-507	DEADWOOD: The Catbird Sear	Home Box Office, Inc.
PA 1-261-131	DEADWOOD: Tell Him Something Pretty	Home Box Office, Inc.