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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

DISNEY ENTERPRISES, INC.,
LUCASFILM LTD. LLC, and MVL
FILM FINANCE LLC,

Plaintiffs,

vs.

REDBOX AUTOMATED RETAIL,
LLC,

Defendant.

Case No. 2:17-cv-08655-DDP (AGR_x)

**STIPULATED CONSENT
JUDGMENT AND PERMANENT
INJUNCTION**

Judge: Hon. Dean D. Pregerson

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1 Pursuant to the Parties' Settlement Agreement, the foregoing stipulation of
2 the Parties, and for good cause shown, the Court hereby enters the following
3 Stipulated Consent Judgment and Permanent Injunction:

4 **STIPULATED CONSENT JUDGMENT AND PERMANENT INJUNCTION**

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6 1. For purposes of this Stipulated Consent Judgment and Permanent
7 Injunction, the following definitions shall apply:

8 a. "Plaintiffs" shall mean Disney Enterprises, Inc., Lucasfilm Ltd.
9 LLC, and MVL Film Finance LLC.

10 b. "Redbox" shall mean Redbox Automated Retail, LLC.

11 c. "Code" shall mean a digital movie code distributed as part of a
12 "Combo Pack" that can be redeemed for an authorized digital download, authorized
13 stream, or other form of authorized access to a "Copyrighted Work."

14 d. "Combo Pack" shall mean a unit that contains (i) one or more
15 copies of a motion picture or other audiovisual work on a DVD, Blu-ray disc,
16 4K/UHD disc, or other physical storage media, and (ii) one or more Codes.

17 e. "Copyrighted Work" shall mean a copyrighted motion picture or
18 other audiovisual work or portion thereof, whether now in existence or later created,
19 in which Plaintiffs, or any of them, (or any parent, subsidiary or affiliate of any
20 Plaintiff) owns or controls an exclusive right under the United States Copyright Act,
21 17 U.S.C. §§ 101 et seq.

22 2. Redbox, and all of its officers, directors, agents, servants, and
23 employees, and all persons in active concert or participation or in privity with any of
24 them, ARE HEREBY PERMANENTLY RESTRAINED AND ENJOINED from
25 selling, offering, distributing, marketing, or promoting (including entering into any
26 contract providing for the sale, offer, distribution, marketing, or promotion) of
27 Codes.
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1 3. The Permanent Injunction supersedes the Preliminary Injunction Order
2 (Dkt. 120) and is effective immediately. The Clerk of this Court shall return the
3 Preliminary Injunction Bond (Dkt. 121) to Plaintiffs forthwith.

4 4. Violation of this Stipulated Consent Judgment and Permanent
5 Injunction shall be subject to all applicable penalties, including contempt of Court.

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

8 6. This Court shall retain continuing jurisdiction over the Parties and the
9 action for purposes of construing, modifying, and enforcing (a) this Stipulated
10 Consent Judgment and Permanent Injunction and (b) the Parties' Settlement
11 Agreement.

12 7. The Parties will bear their own costs and attorney's fees.

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14 IT IS SO ORDERED.

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16 Dated: 11-20-2019



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18 THE HON. DEAN D. PREGERSON
19 UNITED STATES DISTRICT JUDGE
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