

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

REALNETWORKS, INC., et al.,

Plaintiffs,

vs.

DVD COPY CONTROL ASSOCIATION,  
INC., et al.,

Defendants.

CASE NO. C 08-4548-MHP

**[PROPOSED] CONSENT JUDGMENT AND  
PERMANENT INJUNCTION PURSUANT  
TO STIPULATION**

UNIVERSAL CITY STUDIOS  
PRODUCTIONS LLLP, et al.,

Plaintiffs,

vs.

REALNETWORKS, INC., et al.,

Defendants.

CASE NO. C 08-4719-MHP

[PROPOSED] STIP. CONS. JUDG. & PERM. INJ.  
CASE NOS. C 08-4548, 08-4719-MHP

1           WHEREAS, the above-captioned actions (the "Action") between Paramount Pictures  
2 Corporation, Twentieth Century Fox Film Corporation, Universal City Studios Productions  
3 LLLP, Universal City Studios LLLP, Warner Bros. Entertainment Inc., Disney Enterprises, Inc.,  
4 Walt Disney Pictures, Sony Pictures Television Inc., Sony Pictures Entertainment Inc., Columbia  
5 Pictures Industries, Inc., NBC Universal, Inc., and Viacom Inc. (collectively, the "Studios"), the  
6 DVD Copy Control Association, Inc. (the "DVD CCA"), and RealNetworks, Inc. and  
7 RealNetworks Home Entertainment, Inc. (collectively, "Real") (all collectively, the "Parties")  
8 were initiated on or about September 30, 2008;

9           WHEREAS, the Parties have reached agreement for the resolution of the Action, the full  
10 terms and conditions of which are set forth in the document entitled "Settlement Agreement and  
11 Mutual Releases," dated as of March 1, 2010 (the "Settlement");

12           WHEREAS, the Parties' Settlement is conditioned upon entry by the Court of a stipulated  
13 consent judgment and permanent injunction and the continuing jurisdiction of the Court on the  
14 terms and conditions set forth herein; and

15           THEREFORE, the Parties stipulate and agree that this Court has jurisdiction to enter a  
16 stipulated consent judgment and permanent injunction on the following terms and conditions and  
17 that the Court shall have continuing jurisdiction for purposes of enforcing this consent judgment  
18 and permanent injunction and the Parties' Settlement and request that the Court enter the attached  
19 [Proposed] Consent Judgment and Permanent Injunction Pursuant to Stipulation ("Stipulated  
20 Consent Judgment and Permanent Injunction").

21           IT IS SO STIPULATED.

22  
23           Respectfully submitted:

24           MUNGER, TOLLES & OLSON LLP

25           By: 

26           GLENN D. POMERANTZ

27           Attorneys for Motion Picture Studio Parties

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

AKIN GUMP STRAUSS HAUER & FELD, LLP

By: Reginald D. Steer  
REGINALD D. STEER

Attorneys for DVD Copy Control Association, Inc.

WILSON SONSINI GOODRICH & ROSATI  
LLP

By: Colleen Bal  
COLLEEN BAL

Attorneys RealNetworks, Inc. and  
RealNetworks Home Entertainment, Inc.

1 Pursuant to the Settlement Agreement reached between Paramount Pictures Corporation,  
2 Twentieth Century Fox Film Corporation, Universal City Studios Productions LLLP, Universal  
3 City Studios LLLP, Warner Bros. Entertainment Inc., Disney Enterprises, Inc., Walt Disney  
4 Pictures, Sony Pictures Television Inc., Sony Pictures Entertainment Inc., Columbia Pictures  
5 Industries, Inc., NBC Universal, Inc., and Viacom Inc. (collectively, the "Studios"), the DVD  
6 Copy Control Association, Inc. (the "DVD CCA"), and RealNetworks, Inc. and RealNetworks  
7 Home Entertainment, Inc. (collectively, "Real") (all collectively, the "Parties"), the foregoing  
8 stipulation of the Parties, and for good cause shown, the Court hereby enters the Stipulated  
9 Consent Judgment and Permanent Injunction as follows:

10 **STIPULATED CONSENT JUDGMENT AND PERMANENT INJUNCTION**

11 I. IT IS HEREBY ORDERED that Real, its subsidiaries and affiliated companies,  
12 and their agents, servants, directors, officers, principals, employees, representatives, assigns, and  
13 those acting in concert with them or at their direction, are hereby restrained and enjoined from:

14 a. manufacturing, importing, marketing, offering to the public, providing or  
15 otherwise trafficking in RealDVD, or in any other technology, product, service, or  
16 device that enables, or that is designed to facilitate, or where a significant part of  
17 its use is for, the duplication of, or redistribution of (except as provided in the next  
18 sentence), or unauthorized access to, copyrighted content protected by the Content  
19 Scramble System ("CSS"), or ARccOS, or RipGuard. Real is not enjoined from  
20 physically redistributing DVDs, or assisting others in physically redistributing  
21 DVDs, provided such redistribution is in compliance with applicable laws.

22 "RealDVD" shall refer to the products referred to as RealDVD, Vegas, or Facet in  
23 this action. "ARccOS" and "RipGuard" shall refer to the specific products, as well  
24 as any updates or modifications to these specific products, used on optical discs,  
25 that were referred to as ARccOS and RipGuard in this action;

26 b. manufacturing, importing, marketing, offering to the public, providing or  
27 otherwise trafficking in any component or part of RealDVD, or of any other  
28 technology, product, service, or device, where such component or part enables, or

1 is designed to facilitate, or where a significant part of its use is for, the duplication  
2 of, or redistribution of (except as provided in the next sentence), or unauthorized  
3 access to, copyrighted content protected by CSS, or ARccOS, or RipGuard. Any  
4 such component or part, along with RealDVD and the other technologies,  
5 products, services, and devices covered by paragraph 1.a above, are referred to as  
6 "Prohibited Technology." Real is not enjoined from physically redistributing  
7 DVDs, or assisting others in physically redistributing DVDs, provided such  
8 redistribution is in compliance with applicable laws. "Prohibited Technology"  
9 does not include technology that merely plays back copyrighted content directly  
10 from an optical disc protected by CSS, ARccOS, or RipGuard, provided that such  
11 technology complies with the CSS License Agreement.

- 12 c. directly or indirectly transferring to third parties any intellectual property or know-  
13 how related to any component or part covered by paragraph 1 b. above;
- 14 d. facilitating third parties in developing or trafficking in any Prohibited Technology;
- 15 e. using or implementing CSS to develop, design, manufacture, distribute, import,  
16 sell, or offer to sell products that make persistent playable copies of CSS-protected  
17 DVD content; and
- 18 f. continuing any support services for copies of RealDVD, such as but not limited to  
19 technical support services for copies of RealDVD.

20 2. IT IS FURTHER ORDERED that Real and its subsidiaries and affiliated  
21 companies are required to render inoperable any software or hardware copies of RealDVD in the  
22 possession, custody or control of Real and shall require employees to return to Real or render  
23 inoperable any software or hardware copies of RealDVD in their possession, custody or control.

24 3. All claims and counterclaims raised by the Studios concerning the legality of  
25 RealDVD under the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 1201(a)(2) and  
26 § 1201(b)(1), and all claims and counterclaims raised by the Studios and DVD CCA concerning  
27 the violation of the CSS License by RealDVD are hereby resolved by this Stipulated Consent  
28

1 Judgment and Permanent Injunction. Real's claims and counterclaims are hereby DISMISSED  
2 WITH PREJUDICE.

3 4. This Court shall retain continuing jurisdiction over the Parties and the Action for  
4 purposes of enforcing this Stipulated Consent Judgment and Permanent Injunction and/or  
5 enforcing the Parties' Settlement Agreement.

6 IT IS SO ORDERED.

7  
8  
9 Dated: 3/3/2010

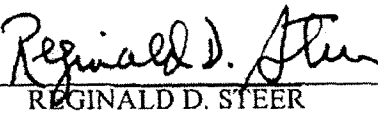
10  
11 Submitted jointly by:

12 MUNGER, TOLLES & OLSON LLP

13  
14 By:   
15 GLENN D. POMERANTZ

16 Attorneys for Motion Picture Studio Parties

17 AKIN GUMP STRAUSS HAUER & FELD, LLP

18 By:   
19 REGINALD D. STEER

20 Attorneys for DVD Copy Control Association, Inc.

21 WILSON SONSINI GOODRICH & ROSATI  
22 LLP

23 By:   
24 COLLEEN BAL

25 Attorneys for RealNetworks, Inc. and  
26 RealNetworks Home Entertainment, Inc.

27  
28



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATION**

I, Rohit K. Singla , am the ECF User whose identification and password are being used to file this [PROPOSED] CONSENT JUDGMENT AND PERMANENT INJUNCTION PURSUANT TO STIPULATION. In compliance with General Order 45.X.B., I hereby attest that Glenn D. Pomerantz, Reginald D. Steer and Colleen Bal concurred in this filing.