

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In Re: Aimster Copyright Litigation

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) Master File
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) No. 01 c 8933
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) Multi District Litigation #1425
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PRELIMINARY INJUNCTION ORDER

MARVIN E. ASPEN, District Judge:

In accordance with the Memorandum Opinion and Order of this Court filed on September 4, 2002, granting Plaintiffs' motion for preliminary injunction in Case Nos. 01-c-8940, 01-c-8941, and 01-c-8942¹, it is hereby ORDERED, this 29th day of October, 2002, that during the pendency of this action and until final judgment is entered, Defendants John A. Deep, AbovePeer, Inc., and Buddy USA, Inc. ("Defendants"), and as their respective agents, servants, employees, representatives, subsidiaries, shareholders, officers, directors, principals, successors, assigns, licensees, transferees (including, without limitation, any purchasers, assigns, licensees, or transferees of any software or file-copying technology owned or controlled by Defendants), and all those acting in concert with them or at their direction or control (collectively "Aimster"²), are enjoined as follows:

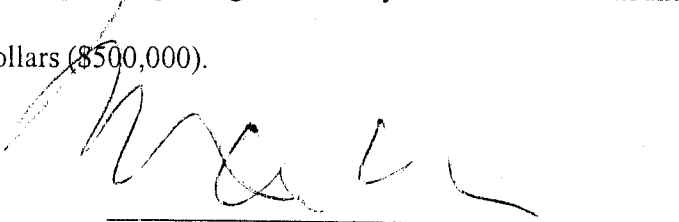
¹Pursuant to our Opinion, Plaintiffs submitted proposed language for the preliminary injunction order on September 11, 2002. This Court provided Defendants with an opportunity to respond to Plaintiffs' proposed language. Defendant John A. Deep submitted a response on behalf of all Defendants on October 17, 2002. While Deep took issue with Plaintiffs' proposal, he did not suggest any alternate language for this Court to adopt. *See generally* Def. Resp. Instead, Deep urged this Court to *not* issue any order. *See id.*

²The Aimster software and service, which used to be provided through its website at www.aimster.com, has now been renamed "Madster," and is located at www.madster.com. To avoid confusion, however, this Order will continue to refer to the software and system as Aimster.

1. Aimster is preliminarily enjoined from directly, indirectly, contributorily, or vicariously infringing in any manner any and all sound recordings and musical compositions (or portions thereof) protected by federal or state law, whether now in existence or later created, in which Plaintiffs (and any parents, subsidiaries, or affiliates of Plaintiffs) own or control and exclusive right to reproduce, distribute, or transmit (“Plaintiffs’ Copyrighted Works”).
2. Aimster shall immediately disable and prevent any and all access by any person or entity (“User”) to any of Plaintiffs’ Copyrighted Works available on, over, through, or via any website, server, hardware, software, or any other system or service owned or controlled by Aimster (the “Aimster System and Service”), including, if necessary, preventing any and all access to the Aimster System and Service in its entirety, until such time that Aimster implements measures that prevent any and all copying, downloading, distributing, uploading, linking to, or transmitting of Plaintiffs’ Copyrighted Works on, over, through, or via the Aimster System and Service.
3. Upon implementing measures to ensure that the Aimster System and Service prevents any and all copying, downloading, distributing, uploading, linking to, or transmitting of Plaintiffs’ Copyrighted Works, Aimster may provide public access to the Aimster System and Service, except that Aimster shall be enjoined from the following:
 - (a) copying, downloading, distributing, uploading, linking to, or transmitting Plaintiffs’ Copyrighted Works;
 - (b) enabling, facilitating, permitting, assisting, soliciting, or encouraging any User to make Plaintiffs’ Copyrighted Works available for copying, downloading, distributing, uploading, linking to, or transmitting;

- (c) enabling, facilitating, permitting, assisting, soliciting, or encouraging any User to copy, download, distribute, upload, link to, or transmit, Plaintiffs' Copyrighted Works.
4. Aimster shall affirmatively monitor and patrol for, and preclude access to, Plaintiffs' Copyrighted Works on, over, through, or via the Aimster System and Service, including, without limitation, by employing such technological tools and measures that are reasonably available to carry out such obligations.
 5. Within five (5) business days of entry of this Order, and thereafter on the first business day of each month, Aimster shall file with this Court, and serve on Plaintiffs via overnight mail, a Report of Compliance identifying all steps it has taken to comply with this Order.
 6. Aimster shall maintain a complete list of any and all sound recordings and musical compositions made available on, over, through, or via its system, and upon five (5) business days' notice shall make such lists available to Plaintiffs for inspection and copying. Such lists shall include, without limitation, computer, website, and computer server logs delineating User search requests, download requests and upload attempts for any and all sound records and musical compositions.
 7. If in implementing this preliminary injunction the parties dispute the ability of Aimster or of the Aimster System and Service to carry out the duties established under this Order, the parties may set the matter for hearing before this Court. However, such disputes will not operate to stay this injunction or afford relief from it.

8. This Order shall become effective upon the posting of a bond by Plaintiffs in the amount of Five Hundred Thousand Dollars (\$500,000).



MARVIN E. ASPEN
United States District Judge

Dated 10/30/02