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10 *Attorneys for Plaintiffs*

11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA

13 COLUMBIA PICTURES)
INDUSTRIES, INC., DISNEY)
14 ENTERPRISES, INC., PARAMOUNT)
15 PICTURES CORPORATION,)
TRISTAR PICTURES, INC.,)
16 TWENTIETH CENTURY FOX FILM)
17 CORPORATION, WARNER BROS.)
ENTERTAINMENT INC.,)
18 UNIVERSAL CITY STUDIOS LLLP,)
19 and UNIVERSAL CITY STUDIOS)
PRODUCTIONS LLLP,)
20 Plaintiffs,)
21 v.)
22 JUSTIN BUNNELL, FORREST)
23 PARKER, WES PARKER, VALENCE)
24 MEDIA, LLC, and DOES 1-10,)
Defendants.)

2:06-cv-01093-FMC-JCx

JUDGMENT AND
PERMANENT INJUNCTION

1 The Court, having terminated this case as a sanction for Defendants'
2 misconduct and having entered default, now renders final judgment as to all claims
3 of Plaintiffs against **Defendant Forrest Parker**. Pursuant to Federal Rule of Civil
4 Procedure 54(b), this Court determines that there is no just reason for delay in
5 entering final judgment against Defendant Forrest Parker. It is therefore

6 ORDERED, ADJUDGED and DECREED that: Judgment shall be entered
7 against Forrest Parker (Defendant) for willful inducement of copyright infringement,
8 contributory copyright infringement, and vicarious copyright infringement, pursuant
9 to 17 U.S.C. §§ 501, *et seq.* It is further

10
11 ORDERED, ADJUDGED and DECREED that: Plaintiffs are awarded
12 statutory damages of \$30,000 per infringement pursuant to 17 U.S.C. § 504(c), for
13 each of the 3,699 infringements shown, for a total judgment in the amount of
14 \$110,970,000, and judgment shall be entered against Defendant in that amount.
15 Plaintiffs are awarded their costs of court. It is further

16 ORDERED, ADJUDGED and DECREED that:

17
18 1. For the purposes of this Permanent Injunction, the "TorrentSpy System"
19 refers to the software, websites, electronic data, forums, guides, and
20 frequently asked questions ("FAQs") that make up or support
21 www.torrentspy.com. "Copyrighted Works" shall mean copyrighted works,
22 or portions thereof, whether now in existence or later created, in which any
23 Plaintiff (or parent, subsidiary or affiliate of any Plaintiff) owns or controls an
24 exclusive right under the United States Copyright Act, 17 U.S.C. §§ 101 *et*
25 *seq.*

26
27 2. Defendant, and his officers, agents, servants, employees, and attorneys,
28 and all those in active concert or participation with Defendant who receive

1 actual notice of this Permanent Injunction shall immediately and permanently
2 be enjoined from directly, indirectly, contributorily, or vicariously infringing
3 in any manner any Copyrighted Works, including without limitation by
4 engaging in any of the following activities:

5 (a) encouraging, promoting, soliciting, or inducing, or knowingly
6 materially contributing to, enabling, facilitating, or assisting, any
7 person or entity, via any computer server, computer program, website,
8 or online system, network or service, including without limitation any
9 peer-to-peer or file-trading network, (i) to reproduce, download,
10 distribute, upload, or publicly perform or display any Copyrighted
11 Work, or (ii) to make any Copyrighted Work available for
12 reproduction, download, distribution, upload, or public performance or
13 display, or
14

15 (b) reproducing, downloading, distributing, uploading, or publicly
16 performing or displaying any Copyrighted Work.

17 3. The terms of paragraph 2 of this injunction shall not apply to any
18 Copyrighted Work for which Defendant has obtained express written
19 authorization or license for the use being made of such Copyrighted Work
20 from each Plaintiff that owns or controls the rights to such Copyrighted Work,
21 to the extent such license remains in force and valid.
22

23 4. Prior to Defendant entering into any agreement or transaction whatsoever
24 to sell, lease, license, assign, convey, give away, distribute, loan, barter,
25 hypothecate, encumber, pledge or otherwise transfer, whether or not for
26 consideration or compensation, any part of the software, source code, data
27 files, other technology, domain names, trademarks, or brands used in
28 connection with the TorrentSpy System (a "Transfer of TorrentSpy-Related

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Assets”), Defendant shall require, as a condition of any such transaction, that the transferee:

- (a) submit to the Court’s jurisdiction and venue,
- (b) agree to be bound by the terms herein, and
- (c) apply to the Court for an order adding it as a party to this Permanent Injunction.

Defendant shall not permit any Transfer of TorrentSpy-Related Assets to close until the Court has entered such an order. Defendant further shall not engage in a Transfer of TorrentSpy-Related Assets with or to any person whom Defendant knows to be engaged in conduct that would violate the terms of Paragraph 2 above.

5. The Defendant shall give notice of this Permanent Injunction to each of his ~~respective officers, agents, servants, employees, attorneys, principals, and~~ direct and indirect shareholders.

6. Nothing in this Permanent Injunction shall limit the right of Plaintiffs to seek to recover damages under 17 U.S.C. § 504, or costs, including attorneys’ fees, under 17 U.S.C. § 505.

7. Violation of this Permanent Injunction shall expose the Defendant to all applicable penalties, including for contempt of Court.

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8. The Court shall maintain jurisdiction over this action for the purposes of enforcing this Permanent Injunction.

It is SO ORDERED.

Dated: Aug 14, 2008


FLORENCE-MARIE COOPER, Judge
UNITED STATES DISTRICT COURT