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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

Netflix Studios, LLC; Amazon Content Services, LLC; Columbia Pictures Industries, Inc.; Disney Enterprises, Inc.; Paramount Pictures Corporation; Twentieth Century Fox Film Corporation; Universal City Studios Productions LLLP; Warner Bros. Entertainment Inc.

Plaintiffs,

vs.

Dragon Media Inc. d/b/a Dragon Box; Paul Christoforo; Jeff Williams.

Defendants.

Case No. 2:18-CV-00230-MWF (AS)

**[PROPOSED] JUDGMENT AND
PERMANENT INJUNCTION
AGAINST DEFENDANTS
DRAGON MEDIA INC., PAUL
CHRISTOFORO, AND JEFF
WILLIAMS**

Judge: Hon. Michael W. Fitzgerald

1 **STIPULATED [PROPOSED] CONSENT JUDGMENT AND PERMANENT**
2 **INJUNCTION**

3 Plaintiffs Netflix Studios, LLC, Amazon Content Services, LLC, Columbia
4 Pictures Industries, Inc., Disney Enterprises, Inc., Paramount Pictures Corporation,
5 Twentieth Century Fox Film Corporation, Universal City Studios Productions
6 LLLP, and Warner Bros. Entertainment Inc. (collectively, “Plaintiffs”); and Dragon
7 Media Inc. d/b/a Dragon Box, Paul Christoforo, and Jeff Williams (collectively,
8 “Defendants”), by and through their undersigned counsel, hereby stipulate to the
9 entry of Judgment and a Permanent Injunction against Defendants, all of their
10 agents, servants, and employees, and all persons in active concert or participation or
11 in privity with any of them according to the following terms:

12 1. For the purposes of this Judgment and Permanent Injunction against
13 Defendant, the following definitions shall apply:

14 a. “Dragon Box service” shall refer to the hardware devices pre-
15 loaded with copyright infringing software, addons, programs, applications, and all
16 related services that Defendant marketed, promoted, sold, and supported.

17 b. “BlendTV” shall refer to the copyright infringing software,
18 programs, applications, and services that transmit or otherwise communicate
19 television programs and motion pictures over the Internet that Defendant marketed,
20 promoted, sold, and supported.

21 c. “Copyrighted Works” shall mean all copyrighted works (and
22 any portions thereof) in which the Plaintiffs, individually or jointly, (or any
23 parent, subsidiary, or affiliate of any of the Plaintiffs) owns or controls an
24 exclusive right under the United States Copyright Act, 17 U.S.C. §§ 101 et seq.

25 2. Judgment shall be entered against Defendants and in favor of Plaintiffs
26 on Plaintiffs’ claims of copyright infringement, and damages shall be awarded to
27 Plaintiffs in the amount of US \$14,500,000.

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1 3. Defendants, including Williams' solely owned company West Coast
2 Dragon Box Inc., any affiliated companies, and all of their officers, directors,
3 agents, servants, employees, and attorneys, and such other persons who are in active
4 concert or participation or in privity with any of them:

5 a. Shall be permanently restrained and enjoined from infringing, by
6 any means, directly or indirectly, any exclusive rights under the Copyright Act in
7 the Copyrighted Works.

8 b. Shall cease all operation of the Dragon Box system and
9 shutdown the Dragon Box system entirely, including without limitation services
10 related to BlendTV and My TV Hub within five (5) days of entry of this Stipulated
11 Judgment and Permanent Injunction.

12 c. Shall be further enjoined from operating any website, system,
13 software, or service that is substantially similar to the Dragon Box service.

14 d. Shall be further enjoined from operating any website, system,
15 software, or serve that is substantially similar to BlendTV or My TV Hub.

16 e. Shall not directly or indirectly take any additional steps to release
17 publicly, distribute, transfer, or give any source code, object code, other technology,
18 domain names, trademarks, brands, assets or goodwill in any way related to West
19 Coast Dragon Box Inc. and the Dragon Box service.

20 4. This Permanent Injunction shall not apply to any uses of the
21 Copyrighted Works for which Defendants have obtained a written license from the
22 appropriate entity that owns or controls the rights to such work, for the use of the
23 work at issue, to the extent the license remains in force and valid

24 5. Defendants irrevocably and fully waive notice of entry of the Judgment
25 and Permanent Injunction, and notice and service of the entered Judgment and
26 Permanent Injunction, and understand and agree that violation of the Judgment and
27 Permanent Injunction will expose Defendant to all penalties provided by law,
28 including for contempt of Court.

1 6. All claims and defenses in this action with respect to Defendants are
2 hereby resolved by this Stipulated Judgment and Permanent Injunction.

3 7. Defendants agree forthwith to give notice of this Judgment and
4 Permanent Injunction to each of their officers, directors, agents, servants,
5 employees, assigns, partners, owners, alter egos, affiliates, all entities through which
6 he conducts business, representatives, successors, licensees, and all those acting in
7 concert or participation with each or any of them.

8 8. Defendants consent to continuing jurisdiction of the Court for purposes
9 of enforcement of the Judgment and Permanent Injunction, and irrevocably and fully
10 waive and relinquish any argument that venue or jurisdiction by this Court is
11 improper or inconvenient. The Court shall maintain continuing jurisdiction over this
12 action for the purpose of enforcing the final Judgment and Permanent Injunction.

13 9. Defendants irrevocably and fully waive any and all right to appeal the
14 Judgment and Permanent Injunction, to have it vacated or set aside, to seek or obtain
15 a new trial thereon, or otherwise to attack in any way, directly or collaterally, its
16 validity or enforceability.

17 10. Nothing contained in the Judgment and Permanent Injunction shall
18 limit the right of any Plaintiff to recover damages for any and all infringements by
19 Defendants of any Copyrighted Works occurring after the date the Defendants
20 execute this Stipulation and Judgment and Permanent Injunction.

21 11. Defendants acknowledge that they have read this Stipulation and
22 Judgment and Permanent Injunction and have had it explained by counsel of their
23 choosing, and fully understand it and agree to be bound thereby, and will not deny
24 the truth or accuracy of any term or provision herein.

25 12. Plaintiffs shall not be required to post any bond or security, and
26 Defendants permanently, irrevocably, and fully waive any right to request a bond or
27 any other security.

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IT IS SO ORDERED.

DATED: January ____, 2019

HON. MICHAEL W. FITZGERALD
UNITED STATES DISTRICT JUDGE