

1 KARIN G. PAGNANELLI (State Bar No. 174763)
2 ROHIT U. SHENDRIKAR (State Bar No. 200401)
3 MITCHELL SILBERBERG & KNUPP LLP
11377 West Olympic Boulevard
4 Los Angeles, CA 90064-1683
Telephone: (310) 312-2000
Facsimile: (310) 312-3100

5 Attorneys for Plaintiffs
6 MOTOWN RECORD COMPANY,
L.P.; UMG RECORDINGS, INC.;
7 CAPITOL RECORDS, INC.; BMG
MUSIC; and SONY MUSIC
ENTERTAINMENT INC.

FILED
CLERK, U.S. DISTRICT COURT
JAN 26 2004
CENTRAL DISTRICT OF CALIFORNIA
BY [Signature] DEPUTY

Send
ENTER
JSG

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

13 MOTOWN RECORD COMPANY,
L.P., a California limited partnership;
14 UMG RECORDINGS, INC., a
Delaware corporation; CAPITOL
15 RECORDS, INC., a Delaware
corporation; BMG MUSIC, a New
16 York general partnership; and SONY
MUSIC ENTERTAINMENT INC., a
Delaware corporation,

17 Plaintiffs,

18 vs.

19 RON LISBERG,

20 Defendant.

Case No.: CV03-6380 R (AJWx)

Hon. Manuel L. Real

**PROPOSED JUDGMENT AND
PERMANENT INJUNCTION**

THIS CONSTITUTES NOTICE OF ENTRY
AS REQUIRED BY FRCP, RULE 77(d).

ENTERED
CLERK, U.S. DISTRICT COURT
JAN 29 2004
CENTRAL DISTRICT OF CALIFORNIA
BY [Signature] DEPUTY

ORIGINAL

2004 JAN 26 AM 11:28

1 The Court, having considered the Stipulation to Judgment and Permanent
2 Injunction executed by the parties,

3
4 IT IS ORDERED AND ADJUDGED THAT:

5
6 1. Plaintiffs have alleged that Defendant distributed (including by
7 uploading) and/or reproduced (including by downloading) via the Internet or an
8 online media distribution system copyrighted sound recordings owned or
9 controlled by the Plaintiffs, without Plaintiffs' authorization, in violation of 17
10 U.S.C. § 501. Without admitting or denying liability, Defendant has not contested
11 plaintiffs' allegations, and has acknowledged that such conduct is wrongful.

12
13 2. Defendant shall pay damages to Plaintiffs for infringement of
14 Plaintiffs' copyrights in the total sum of \$3,800.00.

15
16 3. Defendant shall pay Plaintiffs' costs of suit (complaint filing fee and
17 service of process fee) in the amount of \$200.00.

18
19 4. Defendant shall be and hereby is enjoined from directly or indirectly
20 infringing Plaintiffs' rights under federal or state law in any sound recording,
21 whether now in existence or later created, that is owned or controlled by Plaintiffs
22 (or any parent, subsidiary, or affiliate record label of Plaintiffs) ("Plaintiffs'
23 Recordings"), including without limitation by:

- 24
25 a. using the Internet or any online media distribution system to
26 reproduce (i.e., download) any of Plaintiffs' Recordings, to distribute
27 (i.e., upload) any of Plaintiffs' Recordings, or to make any of
28 Plaintiffs' Recordings available for distribution to the public, except

SCANNED

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

pursuant to a lawful license or with the express authority of Plaintiffs;
or

b. causing, authorizing, permitting, or facilitating any third party to access the Internet or any online media distribution system through the use of an Internet connection and/or computer equipment owned or controlled by Defendant, to reproduce (i.e., download) any of Plaintiffs' Recordings, to distribute (i.e., upload) any of Plaintiffs' Recordings, or to make any of Plaintiffs' Recordings available for distribution to the public, except pursuant to a lawful license or with the express authority of Plaintiffs.

Defendant also shall destroy all copies of Plaintiffs' Recordings that Defendant and/or any third party that has used the Internet connection and/or computer equipment owned or controlled by Defendant has downloaded without Plaintiffs' authorization onto any computer hard drive or server owned or controlled by Defendant, and shall destroy all copies of those downloaded recordings transferred onto any physical medium or device in Defendant's possession, custody, or control.

5. Defendant irrevocably and fully waives notice of entry of the Judgment and Permanent Injunction, and understands and agrees that violation of the Judgment and Permanent Injunction will expose Defendant to all penalties provided by law, including for contempt of Court.

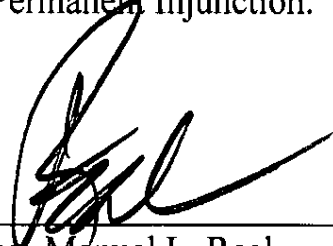
6. Defendant irrevocably and fully waives any and all right to appeal this Judgment and Permanent Injunction, to have it vacated or set aside, to seek or obtain a new trial thereon, or otherwise to attack in any way, directly or collaterally, its validity or enforceability.

1 7. Nothing contained in the Judgment and Permanent Injunction shall
2 limit the right of Plaintiffs to recover damages for any and all infringements by
3 Defendant of any right under federal copyright law or state law occurring after the
4 date Defendant executes the Stipulation to Judgment and Permanent Injunction.

5
6 8. Defendant shall not make any public statements that are inconsistent
7 with any term of the Stipulation to Judgment and Permanent Injunction.

8
9 9. The Court shall maintain continuing jurisdiction over this action for
10 the purpose of enforcing this final Judgment and Permanent Injunction.

11
12 DATED: Jun. 26, 2004

13 By: 
14 Hon. Manuel L. Real
15 United States District Judge

16 Presented by: Karin Pagnanelli

17 DATED: 1/23/04

18 KARIN PAGNANELLI (State Bar No. 174763)
19 ROHIT U. SHENDRIKAR (State Bar No. 200401)
20 MITCHELL SILBERBERG & KNUPP LLP
11377 West Olympic Boulevard
21 Los Angeles, CA 90064-1683
Telephone: (310) 312-2000
Facsimile: (310) 312-3100

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18, and not a party to the within action; my business address is Mitchell Silberberg & Knupp LLP, 11377 West Olympic Boulevard, Los Angeles, CA 90064-1683.

On January 26, 2004, I served the foregoing document(s) described as **[PROPOSED] JUDGMENT AND PERMANENT INJUNCTION** on the parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows, and taking the action described below:

Joseph Singleton, Esq.
Vorzimer, Masserman & Chapman
8383 Wilshire Blvd.
Suite 750
Beverly Hills, CA 90211-2406

BY FAX: Instead of placing a copy of the document in a sealed envelope, I sent a copy of the above-described document(s) via telecopier to each of the individuals set forth above, at the following facsimile telephone numbers:

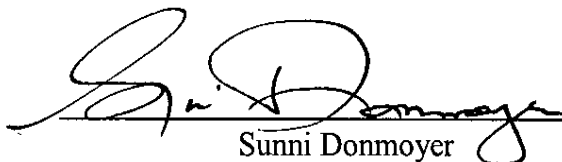
BY OVERNIGHT MAIL: I deposited the above-described document(s) with ___ in the ordinary course of business, by depositing the document(s) in a box regularly maintained by ___ or delivering the document(s) to an authorized driver for the carrier, in an envelope designated by the carrier with delivery fees provided for, addressed as shown above.

BY PERSONAL DELIVERY: I caused personal delivery by _____ of the document(s) listed above to the person(s) at the address(es) set forth above.

BY PLACING FOR COLLECTION AND MAILING: I sealed and placed the envelope(s) for collection and mailing following ordinary business practices. I am readily familiar with the firm's practice for collection and processing of correspondence for mailing with the United States Postal Service. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at 11377 West Olympic Boulevard, Los Angeles, CA 90064-1683 in the ordinary course of business.

Executed on January 26, 2004, at Los Angeles, California.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.


Sunni Donmoyer