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11
12 UNITED STATES DISTRICT COURT

13 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

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

19 Plaintiffs,

20 vs.

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

23 Defendants.

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

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

Judge: Hon. Michael W. Fitzgerald

1 WHEREAS, Plaintiffs Netflix Studios, LLC, Amazon Content Services,
2 LLC, Columbia Pictures Industries, Inc., Disney Enterprises, Inc., Paramount
3 Pictures Corporation, Twentieth Century Fox Film Corporation, Universal City
4 Studios Productions LLLP, and Warner Bros. Entertainment Inc. (collectively,
5 “Plaintiffs”) filed the above-captioned action asserting claims of copyright
6 infringement against Defendants Dragon Media, Inc., Paul Christoforo, and Jeff
7 Williams. (Dkt. No. 1);

8 WHEREAS, Plaintiffs and Dragon Media Inc. d/b/a Dragon Box, Paul
9 Christoforo, and Jeff Williams (collectively, “Defendants”) have reached agreement
10 for resolution of Plaintiffs’ claims against Defendants, the terms and conditions of
11 which are set forth in a settlement agreement dated January 25, 2019 (the
12 “Settlement Agreement”); and

13 WHEREAS, the Parties’ Settlement Agreement is conditioned upon entry by
14 the Court of a stipulated consent judgment and permanent injunction against
15 Defendant and the continuing jurisdiction of the Court on the terms and conditions
16 set forth herein;

17 THEREFORE, the Parties stipulate and agree that this Court has jurisdiction
18 to enter a stipulated consent judgment and permanent injunction on the following
19 terms and conditions and that the Court shall have continuing jurisdiction for
20 purposes of construction, modification and enforcement of this consent judgment
21 and permanent injunction and the Parties’ Settlement Agreement, and request that
22 the Court enter the attached [Proposed] Consent Judgment and Permanent Injunction
23 Pursuant to Stipulation (“Stipulated Consent Judgment and Permanent Injunction”).
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25 IT IS SO STIPULATED.
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1 DATED: January 28, 2019

MUNGER, TOLLES & OLSON LLP

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By: 

MICHAEL B. DESANCTIS

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Attorneys for Plaintiffs

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DATED: January 28, 2019

SHARIF FAUST

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By: /s/ Matthew Faust

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MATTHEW FAUST

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Attorneys for Defendant Jeff Williams

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FILER'S ATTESTATION

Pursuant to L.R. 5-4.3.4(a)(2), I, Kelly M. Klaus, certify that that all other signatories listed, and on whose behalf the filing is submitted, concur in this filing's content and have authorized this filing.

/s/ Kelly M. Klaus

KELLY M. KLAUS

Attorneys for Plaintiffs