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14 **UNITED STATES DISTRICT COURT**  
15 **CENTRAL DISTRICT OF CALIFORNIA**

16 **UMG RECORDINGS, INC.; CAPITOL**  
17 **RECORDS, LLC; WARNER BROS.**  
18 **RECORDS INC.; WARNER MUSIC**  
19 **LATINA INC.; SONY MUSIC**  
20 **ENTERTAINMENT; SONY MUSIC**  
21 **ENTERTAINMENT US LATIN LLC;**  
22 **ARISTA RECORDS LLC; ATLANTIC**  
23 **RECORDING CORPORATION;**  
24 **ELEKTRA ENTERTAINMENT**  
25 **GROUP INC.; FUELED BY RAMEN,**  
26 **LLC; KEMOSABE RECORDS LLC;**  
27 **LAFACE RECORDS LLC;**  
28 **NONESUCH RECORDS INC.; WEA**  
**INTERNATIONAL INC.; ZOMBA**  
**RECORDING LLC,**

**Plaintiffs,**

**v.**

**PMD TECHNOLOGIE UG d/b/a**  
**YouTube-mp3; PHILIP MATESANZ;**  
**and DOES 1-10,**

**Defendants.**

Case No. 2:16-cv-07210-AB-E

**STIPULATION FOR ENTRY OF**  
**FINAL JUDGMENT AND**  
**PERMANENT INJUNCTION**

**[PROPOSED] FINAL JUDGMENT**  
**AND PERMANENT INJUNCTION**  
**filed concurrently herewith**

1 Plaintiffs UMG Recordings, Inc.; Capitol Records, LLC; Warner Bros. Records  
 2 Inc.; Warner Music Latina Inc.; Sony Music Entertainment; Sony Music  
 3 Entertainment US Latin LLC; Arista Records LLC; Atlantic Recording Corporation;  
 4 Elektra Entertainment Group Inc.; Fueled by Ramen, LLC; Kemosabe Records LLC;  
 5 LaFace Records LLC; Nonesuch Records Inc.; WEA International Inc.; and Zomba  
 6 Recording LLC (collectively, "Plaintiffs"), and defendants PMD Technologie UG and  
 7 Philip Matesanz (collectively, "Defendants"), by and through their counsel of record,  
 8 respectfully submit this Stipulation for Entry of Permanent Injunction with reference  
 9 to the following facts:

10 WHEREAS, Defendants own and operate a website known as "YouTube-mp3"  
 11 (the "YTMP3 Website"), which is located at the web address [www.youtube-mp3.org](http://www.youtube-mp3.org);

12 WHEREAS, on September 26, 2016, Plaintiffs filed this action against  
 13 Defendants (the "Litigation"), alleging that the service that Defendants have offered at  
 14 the YTMP3 Website (the "YTMP3 Service") is designed to infringe and facilitate the  
 15 infringement of Plaintiffs' copyrighted sound recordings that are available on  
 16 YouTube, and asserting claims for direct copyright infringement, contributory  
 17 copyright infringement, vicarious copyright infringement, inducement of copyright  
 18 infringement, and circumvention of technological measures;

19 WHEREAS, the parties have reached a settlement of the claims asserted in the  
 20 Litigation, which settlement is documented in a confidential settlement agreement (the  
 21 "Settlement Agreement");

22 WHEREAS, pursuant to the Settlement Agreement, the parties have agreed,  
 23 among other things, to stipulate to entry of a final judgment and permanent injunction  
 24 against Defendants on the terms set forth in this Stipulation;

25 NOW, THEREFORE, Plaintiffs and Defendants hereby stipulate as follows:

26 1. Defendants, and each of them, are subject to the specific (but not general)  
 27 personal jurisdiction of the United States District Court for the Central District of  
 28 California (this "Court") for purposes of enforcement of the Settlement Agreement,

1 and for entry and enforcement of the [Proposed] Final Judgment and Permanent  
2 Injunction filed concurrent herewith, a copy of which is attached hereto as Exhibit A  
3 (as entered by the Court in that form, the “Final Judgment and Permanent  
4 Injunction”). Defendants forever waive and forgo any objection or challenge to the  
5 Court’s exercise of personal jurisdiction over them for these purposes and/or the  
6 Court’s exercise of subject matter jurisdiction over this Litigation for these purposes  
7 (but reserve those objections if and only if the Final Judgment and Permanent  
8 Injunction is not entered pursuant to this Stipulation).

9       2. The Court shall enter judgment against Defendants and issue a permanent  
10 injunction against Defendants on the terms set forth in the Final Judgment and  
11 Permanent Injunction. Defendants irrevocably and fully waive notice of entry of the  
12 Final Judgment and Permanent Injunction, and notice and service of the Final  
13 Judgment and Permanent Injunction as and when entered, and understand and agree  
14 that violation of the Final Judgment and Permanent Injunction will expose Defendants  
15 to all penalties provided by law, including for contempt of Court. Defendants further  
16 irrevocably and fully waive any and all right to appeal the Final Judgment and  
17 Permanent Injunction, to have it vacated, modified or set aside, to seek or obtain a  
18 new trial thereon, or otherwise to attack in any way, directly or collaterally, its validity  
19 or enforceability.

20       3. The Court shall retain jurisdiction to enforce the Final Judgment and  
21 Permanent Injunction and the Settlement Agreement. Defendants consent to the  
22 continuing jurisdiction of the Court for purposes of enforcement of the Final  
23 Judgment and Permanent Injunction and the Settlement Agreement, and irrevocably  
24  
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27  
28

Malesanz  
25/08/17

1 and fully waive and relinquish any argument that venue or jurisdiction by this Court  
2 for these purposes is improper or inconvenient.

3 Dated: August 21, 2017

SIDLEY AUSTIN LLP

4  
5 By: /s/ Rollin A. Ransom

6 Peter I. Ostroff

7 Rollin A. Ransom

8 Charlie J. Sarosy

9 Attorneys for Plaintiffs

10 Dated: August 21, 2017

LINER LLP

11  
12 By: /s/ Michael L. Novicoff

13 Michael L. Novicoff

14 Diana A. Sanders

15 Attorneys for Defendants

16 Acknowledged and agreed:

17 **PMD TECHNOLOGIE UG**

**PHILIP MATESANZ**

18 By: Malesanz

Malesanz

19 Printed Name: Philip Malesanz

Date: 25.08.17

20 Title: Owner

21 Date: 25.08.17

# **EXHIBIT A**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

UMG RECORDINGS, INC.; CAPITOL  
RECORDS, LLC; WARNER BROS.  
RECORDS INC.; WARNER MUSIC  
LATINA INC.; SONY MUSIC  
ENTERTAINMENT; SONY MUSIC  
ENTERTAINMENT US LATIN LLC;  
ARISTA RECORDS LLC; ATLANTIC  
RECORDING CORPORATION;  
ELEKTRA ENTERTAINMENT  
GROUP INC.; FUELED BY RAMEN,  
LLC; KEMOSABE RECORDS LLC;  
LAFACE RECORDS LLC;  
NONESUCH RECORDS INC.; WEA  
INTERNATIONAL INC.; ZOMBA  
RECORDING LLC,

Plaintiffs,

v.

PMD TECHNOLOGIE UG d/b/a  
YouTube-mp3; PHILIP MATESANZ;  
and DOES 1-10,

Defendants.

Case No. 2:16-cv-07210-AB-E

**[PROPOSED] FINAL JUDGMENT  
AND PERMANENT INJUNCTION**

1 On the stipulation of Plaintiffs UMG Recordings, Inc.; Capitol Records, LLC;  
 2 Warner Bros. Records Inc.; Warner Music Latina Inc.; Sony Music Entertainment;  
 3 Sony Music Entertainment US Latin LLC; Arista Records LLC; Atlantic Recording  
 4 Corporation; Elektra Entertainment Group Inc.; Fueled by Ramen, LLC; Kemosabe  
 5 Records LLC; LaFace Records LLC; Nonesuch Records Inc.; WEA International Inc.;  
 6 and Zomba Recording LLC (collectively, “Plaintiffs”), and defendants PMD  
 7 Technologie UG and Philip Matesanz (collectively, “Defendants”), and good cause  
 8 showing, it is hereby ORDERED AND ADJUDGED AS FOLLOWS:

9 1. Judgment is entered in favor of Plaintiffs and against Defendants on all  
 10 counts of the Complaint.

11 2. Pursuant to Federal Rule of Civil Procedure 65(d), 28 U.S.C. § 1651, and  
 12 this Court’s inherent equitable powers, Defendants and their corporate parents and  
 13 subsidiaries, and their respective officers, agents, servants, and employees, and all  
 14 persons in active concert or participation with them who have actual knowledge of  
 15 this Final Judgment and Permanent Injunction by service, notice or otherwise  
 16 (including but not limited to any person or entity that hosts any servers through which  
 17 the service, or any aspect thereof, that Defendants offer or have ever offered at the  
 18 website located at [www.youtube-mp3.org](http://www.youtube-mp3.org) (the “YTMP3 Website”)), are hereby  
 19 permanently RESTRAINED and ENJOINED from the each following, anywhere in  
 20 the world:

21 a. operating the YTMP3 Website, any service that Defendants offer  
 22 or have ever offered at YTMP3 Website (the “YTMP3 Service”), or any other  
 23 website or system that Defendants (or any of them) own or control, directly or  
 24 indirectly, that is substantially similar to the YTMP3 Service;

25 b. directly or indirectly operating, assisting in, facilitating or  
 26 supporting the YTMP3 Service or any part thereof, including without limitation  
 27 engaging in any of the following activities, except as otherwise expressly  
 28 agreed in writing by Plaintiffs: (i) operating or assisting in the operation of any

1 computers, servers, or software that in any manner assist in or support the  
2 operation of the YTMP3 Service, (ii) any use of any domain that includes the  
3 term “youtube-mp3,” or any substantially or confusingly similar terms, or (iii)  
4 in any way profiting or benefitting from the YTMP3 Service;

5 c. directly or indirectly, in any manner whatsoever, using, exploiting,  
6 selling, licensing, leasing, assigning, loaning, bartering, transferring, conveying,  
7 hypothecating, encumbering, pledging, or distributing, for consideration or  
8 otherwise, any hardware, software, source code, technology, intellectual  
9 property, or goodwill related to or associated with the YTMP3 Service,  
10 including but not limited to the name “youtube-mp3”;

11 d. knowingly designing, developing, offering, or operating any  
12 technology or service that allows or facilitates the practice commonly known as  
13 “streamripping,” or knowingly causing, enabling, facilitating, encouraging,  
14 promoting, inducing, or participating in the design, development, offering, or  
15 operating of any such technology or service by any person or entity in any  
16 manner that would be contrary to the federal and/or any state law of the United  
17 States of America if conducted in the United States of America, regardless of  
18 where such activity is conducted;

19 e. otherwise knowingly infringing, knowingly causing to be  
20 infringed, or knowingly enabling, facilitating, encouraging, promoting,  
21 inducing, or participating in the infringement of, any copyright owned or  
22 controlled by any of the Plaintiffs; and

23 f. with respect to Plaintiffs and/or any of their direct or indirect  
24 record company affiliates, domestic and foreign, and the respective  
25 predecessors, successors, assigns, and representatives of the foregoing  
26 (collectively, the “Plaintiff Affiliated Entities”), knowingly circumventing,  
27 knowingly causing to circumvent, or knowingly enabling, encouraging,  
28 promoting, inducing, or participating in the circumvention of, any technological



1 measure that effectively controls access to and prevents copying of Plaintiff  
2 Affiliated Entities' works protected by the U.S. Copyright Act and/or the  
3 copyright law of any other jurisdiction, whether now in existence or hereafter  
4 created, and/or that effectively protects the rights of the Plaintiff Affiliated  
5 Entities under the U.S. Copyright Act and/or the copyright law of any other  
6 jurisdiction.

7 3. Pursuant to Federal Rule of Civil Procedure 65(d), 28 U.S.C. § 1651, and  
8 this Court's inherent equitable powers, and in order to give practical effect to the  
9 foregoing injunction, all persons in active concert or participation with Defendants or  
10 their officers, agents, servants, or employees, who have actual knowledge of this  
11 Order by service, notice or otherwise (including without limitation any domain name  
12 registrars and registries, such as Mesh Digital Limited), are hereby permanently  
13 RESTRAINED and ENJOINED from allowing the continued use by anyone other  
14 than Plaintiffs, or the transfer to any person other than Plaintiffs, of the domain name  
15 www.youtube-mp3.org. Defendants are ordered to transfer the domain name  
16 www.youtube-mp3.org to the Plaintiff identified in, and in accordance with the terms  
17 of, the confidential Settlement Agreement among the parties ("Settlement  
18 Agreement"). To the extent that Defendants or those in active concert or participation  
19 with them fail to comply with this Order, then in addition to any other recourse or  
20 remedy that Plaintiffs may have for breach of the Settlement Agreement and violation  
21 of this Order, any and all registrars and registries for the domain youtube-mp3.org  
22 shall promptly, within not more than twenty-four (24) hours, disable the youtube-  
23 mp3.org domain, through a registry hold or otherwise, and prevent its transfer to  
24 anyone other than Plaintiffs, and further shall, within thirty (30) days of receipt of  
25 notice of this Order, change the Registrar of Record for the youtube-mp3.org domain  
26 to a Registrar of Plaintiffs' choosing.

27 4. Defendants shall make the settlement payment required by the Settlement  
28 Agreement in accordance with the terms of the Settlement Agreement, and the parties

1 shall otherwise bear their own fees and costs.

2 5. This Final Judgment and Permanent Injunction is a final judgment for  
3 purposes of disposition of this action.

4 6. The Court shall maintain continuing jurisdiction over this action and the  
5 parties for the purpose of enforcing this Final Judgment and Permanent Injunction  
6 and for the purpose of enforcing the parties' Settlement Agreement.

7 7. Defendants shall give notice of this Final Judgment and Permanent  
8 Injunction to each of their officers, directors, agents, servants, employees, assigns,  
9 subsidiaries, partners, owners, alter egos, affiliates, all entities through which they  
10 conduct business, representatives, successors, heirs, trustees, conservators, licensees,  
11 and all those acting in active concert or participation with or aiding and abetting the  
12 Defendants.

13 8. Plaintiffs are not required to post any bond or security in connection with  
14 the Permanent Injunction, and Defendants permanently, irrevocably, and fully waive  
15 any right to request a bond or any other security.

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17  
18 IT IS SO ORDERED.

19 Date: \_\_\_\_\_

\_\_\_\_\_  
20 United States District Judge  
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