

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ARISTA MUSIC, ARISTA RECORDS LLC,
ATLANTIC RECORDING CORPORATION,
ELEKTRA ENTERTAINMENT GROUP INC.,
LAFACE RECORDS LLC, SONY MUSIC
ENTERTAINMENT, UMG RECORDINGS, INC.,
WARNER BROS. RECORDS INC., and ZOMBA
RECORDING LLC,

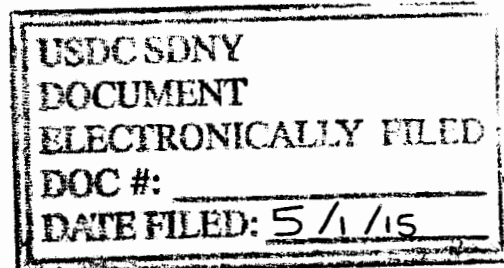
Plaintiffs,

v.

ESCAPE MEDIA GROUP, INC., SAMUEL
TARANTINO, and JOSHUA GREENBERG

Defendants.

11 Civ. 8407 (TPG)



**STIPULATION AND ~~PROPOSED~~ CONSENT
JUDGMENT AND PERMANENT INJUNCTION**

WHEREAS, Defendant Escape Media Group, Inc. ("Escape") and individual Defendants Samuel Tarantino and Joshua Greenberg (the individual Defendants together the "Individuals," and collectively with Escape the "Escape Parties") have operated a multi-device audio hosting and streaming service under the name "Grooveshark" and, in connection with this service, have operated a website and computer servers, distributed software, and engaged in other activities, to allow users of the Grooveshark service to upload and stream digital files, including copyrighted musical works and sound recordings owned by the Plaintiffs;

WHEREAS, the Plaintiffs commenced this action asserting claims of copyright infringement against the Escape Parties, in which the Court, by Opinion dated September 29, 2014, granted the Plaintiffs' motion for summary judgment and found all of the Escape Parties liable for direct and secondary infringement of certain of the Plaintiffs' copyrighted works;

WHEREAS, trial on damages is scheduled to commence in this action on Monday, April 27, 2015;

WHEREAS the Parties have reached agreement for a full and final resolution of this action, the complete terms of which are set forth in a written settlement agreement, which provides for entry by the Court of the Consent Judgment and Permanent Injunction herein (“Judgment and Permanent Injunction”) on the terms and conditions set forth herein;

THEREFORE, the Parties, by and through their respective undersigned counsel, each hereby stipulate to the entry of Judgment and a Permanent Injunction in favor of Plaintiffs, and the Court’s continuing jurisdiction in respect thereof, according to the following terms.

1. For the purposes of this Judgment and Permanent Injunction, the following definitions shall apply:
 - a. The “Grooveshark System” shall mean the audio hosting and streaming service known as “Grooveshark,” including the website www.grooveshark.com and all other websites, computer servers, distributed software, applications, equipment, software, databases, data and business information related to the Grooveshark service.
 - b. The “Copyrighted Works” shall mean any and all musical works, sound recordings, audiovisual works, album art, images and other copyrighted works (or portions thereof), whether now in existence or later created, in which Plaintiffs (including their parents, subsidiaries or affiliates) own or control an exclusive right under Section 106 of the United States Copyright Act (17 U.S.C. § 106), or which are protected by state or common law and/or the copyright laws of other countries or territories.

2. The Escape Parties acknowledge that they have been properly and validly served with the Summons and Complaint in this Action.

3. Judgment shall be, and is hereby, entered in favor of Plaintiffs and against the Escape Parties on all of Plaintiffs' claims, and damages shall be awarded to Plaintiffs, and against Escape only, in the amount of US\$50,000,000, inclusive of all costs, attorneys' fees and pre-judgment interest. The Escape Parties acknowledge and agree that this award of damages bears a reasonable relationship to the range of damages and attorneys' fees and full costs that the parties could have anticipated would be awarded at and following a trial of this action.

4. The Escape Parties, and each of them, and, for as long as they are employed by or serve in such capacity for Escape, their respective officers, agents, servants, employees and such other persons who are in active concert or participation with the Escape Parties:

a. Shall be, and are hereby, permanently restrained, prohibited and enjoined from infringing, by any means, directly or indirectly, any of Plaintiffs' exclusive rights in the Copyrighted Works. The foregoing prohibition shall include, but is not limited to, engaging in any of the following without prior express written consent, agreement, authority or license from Plaintiffs:

- (i). directly or indirectly copying, distributing (which shall include, without limitation, making a work available for distribution by placing the work in a computer file or folder that is accessible by others for downloading), uploading, linking to, transmitting, streaming, publicly performing, or otherwise exploiting any of the Copyrighted Works; and
- (ii). directly or indirectly enabling, encouraging, facilitating, assisting, soliciting, or inducing any person or entity, via the Grooveshark System or any other network, service or medium, (A) to copy, distribute, upload, link to, transmit,

stream, publicly perform or otherwise exploit any of the Copyrighted Works, or (B) to make any of the Copyrighted Works available for copying, distribution, uploading, linking to, transmitting, streaming, public performance or other exploitation.

b. Without limiting the generality of any of the foregoing, absent prior express written consent, agreement, authority or license from Plaintiffs, the Escape Parties shall permanently cease and terminate all operation of the Grooveshark.com website, the Grooveshark System, and any other website or system that the Escape Parties (or any of them) own or control, directly or indirectly, that is substantially similar to the Grooveshark System. The Escape Parties shall further cease and desist from directly or indirectly operating, assisting in, facilitating or supporting the Grooveshark System or any part thereof, including without limitation engaging in any of the following activities, except as otherwise expressly agreed in writing by Plaintiffs: (i) operating or assisting in the operation of any computers, servers or software that in any manner assist in or support the operation of the Grooveshark System, (ii) any use of any domain that includes the term "grooveshark," or (iii) in any way profiting or benefiting from the Grooveshark System.

5. Without limiting the generality of any of the foregoing, and except as otherwise expressly agreed in writing by Plaintiffs, the Escape Parties shall not in any manner whatsoever use, exploit, sell, license, lease, assign, loan, barter, transfer, convey, hypothecate, encumber, pledge, or distribute, for consideration or otherwise, any hardware, software, source code, technology, intellectual property, or goodwill in any way related to or associated with the Grooveshark System, including but not limited to the name "Grooveshark."

6. This Judgment and Permanent Injunction is a final judgment for purposes of disposition of this action. The Escape Parties irrevocably and fully waive notice of entry of this Judgment and Permanent Injunction, and notice and service of this Judgment and Permanent Injunction as and when entered, and understand and agree that violation of this Judgment and Permanent Injunction will expose the Escape Parties to all penalties provided by law, including for contempt of Court.

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

8. The Escape Parties shall give notice of this Consent Judgment and Permanent Injunction to each of their officers, directors, agents, servants, employees, assigns, subsidiaries, partners, owners, alter egos, affiliates, all entities through which they conduct business, representatives, successors, heirs, trustees, conservators, licensees, and all those acting in active concert or participation with the Escape Parties.

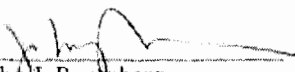
9. The Escape Parties irrevocably and fully waive any and all right to appeal this Judgment and Permanent Injunction, to have it vacated, modified or set aside, to seek or obtain a new trial thereon, or otherwise to attack in any way, directly or collaterally, its validity or enforceability.

10. The Escape Parties agree that nothing herein shall limit the right of any Plaintiff to recover damages for any and all infringements by the Escape Parties of Plaintiff's Copyrighted Works occurring after the date that is five (5) days after the Escape Parties executed this Stipulation.

11. Plaintiffs are not required to post any bond or security in connection with the Permanent Injunction, and the Escape Parties permanently, irrevocably, and fully waive any right to request a bond or any other security.

Dated: April 30, 2015

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individually*

Dated: April 30, 2015

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Elektra Entertainment Group Inc., LaFace
Records LLC, Sony Music Entertainment, UMG
Recordings, Inc., Warner Bros. Records Inc., and
Zomba Recording LLC*

ORDER AND JUDGMENT

WHEREAS the Court having considered the pleadings and the foregoing Stipulation and Proposed Consent Judgment and Permanent Injunction, and good cause appearing therefore,

IT IS HEREBY ORDERED that Judgment be entered in this matter in accordance with the terms set forth above.

SO ORDERED.

A handwritten signature in cursive script that reads "Thomas P. Griesa".

U.S. DISTRICT JUDGE THOMAS P. GRIESA

May 1, 2015