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FILMON.COM, INC.; and ALKIVIADES DAVID,
15 a/k/a ALKI DAVID

17 UNITED STATES DISTRICT COURT
18 FOR THE CENTRAL DISTRICT OF CALIFORNIA

20 AEREO, INC., a New York
corporation,

21 Plaintiff,

22 vs.

23 FILMON.COM, INC., a Delaware
24 corporation; ALKIVIADES DAVID,
a/k/a ALKI DAVID; and DOES 1
25 through 10, inclusive,

26 Defendants.

Case No. CV 13-01612 ABC (JCx)

Hon. Audrey B. Collins

**ORDER RE: PERMANENT
INJUNCTION AND DISMISSAL
WITH PREJUDICE OF ALL
UNADJUDICATED CLAIMS AND
PARTIES**

1 WHEREAS, plaintiff Aereo, Inc. (“Plaintiff”), and defendants FilmOn.com,
2 Inc., and Alkiviades David, a/k/a Alki David (“Defendants”), have entered into a
3 settlement agreement, including terms providing for the release of certain claims
4 between them.

5 WHEREAS, pursuant to the settlement agreement, for settlement purposes
6 only and without any admission of liability, Defendants have consented to allow the
7 entry of a permanent injunction against them as set forth below.

8 NOW, THEREFORE, Plaintiff and Defendants, through their respective
9 counsel, hereby stipulate to and respectfully request the Court to enter a permanent
10 injunction and dismiss all unadjudicated claims and parties with prejudice, as
11 follows:

12 1. Defendants and each of them, and all those under their direction or
13 control or in active concert or participation with them, including without limitation
14 the respective officers, directors, shareholders, employees, agents, successors,
15 affiliates, representatives, licensees and assigns of FilmOn.com, Inc., are
16 permanently enjoined from:

- 17 a. Using Plaintiff’s trademark “Aereo” or any other confusingly
18 similar terms including, without limitation, “Aero,” “Aero.tv,”
19 and/or “Aereokiller” in connection with any commercial or
20 business-related activity; and
- 21 b. Using any derivative or confusingly similar variant of the
22 foregoing, or any other aspect of the trademarks of Plaintiff:
- 23 (i) to name and/or promote any of Defendants’ businesses;
24 (ii) in connection with any aspect of the operation of any of
25 Defendants’ businesses or any other commercial websites
26 or businesses;
27 (iii) to divert consumers, including without limitation internet
28 users, to any of Defendants’ websites or businesses or any

1 other websites or businesses, including without limitation
2 via use as metatags or search terms; or

3 (iv) in any other manner to infringe on Plaintiff's trademarks.

4 2. Except as adjudicated herein, all claims and counterclaims asserted by
5 any party against any other shall hereby be dismissed with prejudice. Such
6 dismissal pertains to this action only.

7 3. Plaintiff and Defendants shall each pay their own legal fees and costs
8 incurred in connection with this action.

9 4. This Stipulation reflects the settlement of claims that are denied and
10 contested. Each of the parties understands and agrees that by entering into this
11 Stipulation, neither the parties, nor any of them, intends to, nor shall any of them be
12 deemed to, admit any liability, obligation, misconduct or wrongdoing of any kind
13 or nature whatsoever, and each denies any liability, obligation, misconduct or
14 wrongdoing of any kind or nature whatsoever in connection with this action, or
15 otherwise. The settlement between and among the parties is made entirely as a
16 compromise for the purpose of settlement of the disputes referred to herein, to
17 avoid the annoyance and expense of disputation or litigation and to compromise,
18 settle and extinguish all claims, acts, damages, demands, rights of action and causes
19 of action between them to the extent set forth in the parties' settlement agreement.

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5. This Court shall retain continuing jurisdiction over the parties to enforce this Stipulation and Order.

Dated: May 17, 2013 MANATT, PHELPS & PHILLIPS, LLP

By: /s/ Robert H. Platt
Robert H. Platt
Attorneys for Plaintiff
BARRY DILLER

Dated: May 17, 2013 BAKER MARQUART LLP

By: /s/ Ryan G. Baker
Ryan G. Baker
Attorneys for Defendants
FILMON.COM, INC.; and ALKIVIADES
DAVID, a/k/a ALKI DAVID

IT IS SO ORDERED.



Dated: May 20, 2013

AUDREY B. COLLINS
UNITED STATES DISTRICT JUDGE