IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

UNKNOWN ENTITY HOLDINGS, LLC,

Plaintiff,

V.

Civil Action No. 3:22-CV-02820-K

REDWOOD FUNDING GROUP LLC,

Defendant.

CONSENT JUDGMENT AND PERMANENT INJUNCTION AGAINST REDWOOD FUNDING GROUP LLC

Before the Court is the parties' Agreed Joint Motion for Entry of a Consent Judgment and Permanent Injunction Against Defendant Redwood Funding Group LLC (the "Motion"). Doc. No. 8. Plaintiff Unknown Entity Holdings, LLC ("Plaintiff") and Defendant Redwood Funding Group LLC ("Redwood" or "Defendant"), having settled this action on terms agreeable to all parties, and pursuant to the terms of their Confidential Settlement Agreement, the Court GRANTS the Motion; it is hereby ORDERED, ADJUDGED and DECREED that:

- 1. Pursuant to the Parties' Confidential Settlement Agreement, Defendant has stipulated to, and the Court finds that Defendant has admitted to, the following:
 - a. Plaintiff owns the work, "What is the Best Lawsuit Funding Company" (the "Copyrighted Work"), registered with the U.S. Copyright Office as Registration Number TXu002299820.

- b. Redwood has published, printed, and publicly displayed, or caused to be published, printed, and publicly displayed, an article titled "Cheap Lawsuit Loans 2021" (the "Infringing Work"), on its website, redwoodfundinggroup.com (the "Redwood Website"). The Infringing Work is substantially similar to and a derivative work based on Unknown's Copyrighted Work, "What is the Best Lawsuit Funding Company."
- c. Redwood's publishing, printing, and publicly displaying, or causing to be published, printed, and publicly displayed, the Infringing Work, constitutes copyright infringement.
- 2. Pursuant to 17 U.S.C. § 502 and Federal Rule of Civil Procedure 65, Defendant, its agents, heirs, successors and assigns, and any individual or company controlled or affiliated with Defendant, or acting on behalf of or in concert with Defendant, are permanently enjoined from: (a) distributing, advertising, or displaying, or authorizing any third party to distribute, advertise, or display the Infringing Work and any products, works, or other materials that include, copy, are derived from, or otherwise embody the Copyrighted Work; (b) reproducing, distributing, or publicly displaying the Copyrighted Work, creating any derivative works based on the Copyrighted Work, or engaging in any activity that infringes Plaintiff's rights in its Copyrighted Work; and (c) aiding, assisting, or abetting any other individual or entity in doing any act prohibited by subsections (a) or (b).

3. This Court shall retain jurisdiction and venue over the parties, this Consent

Judgment, and the parties' Confidential Settlement Agreement so that any disputes

or controversies that may arise with regard to any of them shall be exclusively

brought before this Court for resolution thereof. Without limiting the generality of

the foregoing, either party shall bring any action to enforce any provision of any

related settlement agreement solely by filing an action in this Court.

4. The terms of this Consent Judgment and the terms and stipulations of the

Confidential Settlement Agreement executed by the parties are binding on the

parties in any future action and the parties are foreclosed, in any future action, from

litigating any of such terms and stipulations.

5. The parties shall bear their own costs and attorneys' fees.

6. This Consent Judgment constitutes a Final Judgment pursuant to Federal Rule of

Civil Procedure 58.

SO ORDERED.

Signed January 12th, 2023.

ED KINKEADE

UNITED STATES DISTRICT JUDGE

Kinkeade

3