

STATE OF WISCONSIN
123 West Washington Avenue
Post Office Box 7857
Madison, Wisconsin 53707-7857,

Plaintiff,

v.

Case No. 00-CV-2925
Unclassified - Civil: 30703

LUZIUS A. BERNHARD
Kurrentgasse 10-22
Vienna, Austria 1010 AT

SILVERSERVER
Lorenz Mandlgasse 33/1
Vienna, Austria A-1160

CSL GmbH
Rathausufer 16
40213 Duesseldorf
Germany

Defendants.

CONSENT DECREE, INJUNCTION AND JUDGMENT

Based on all of the files, records, and proceedings in the above-entitled action, as well as the Stipulation between the parties to this action, and the court being fully informed in the premises,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED

1. That the Settlement Agreement which is annexed to this Consent Decree, Permanent Injunction and Judgment is approved and is incorporated into this Consent Decree, thereby making the Settlement Agreement a part of the order and judgment of this court.

2. That defendant Luzius A. Bernhard, a/k/a Hans Bernhard, is an individual who currently resides in Vienna, Austria. Defendant Bernhard is the principal operator of the website known as *vote-auction.com* and currently found through numerous addresses, or URL's, on the World Wide Web portion of the Internet, including but not limited to *http://62.116.31.68*, *http://vote-auction.net*, *http://www.voteauction.ru*, *http://www.voteauction.de*, *http://voteauction.enemy.org*, and others.

3. Defendant, his agents, employees, representatives and all persons acting or claiming to be acting in his behalf, as well as any persons acting in concert with Defendant Bernhard and having notice of the final judgment in this action, are permanently enjoined from using the World Wide Web site *vote-auction.com* or any other site, including but not limited to *http://62.116.31.68*, *http://vote-auction.net*, *http://www.voteauction.ru*, *http://www.voteauction.de*, *http://voteauction.enemy.org*, to buy, sell, broker, auction or otherwise facilitate or assist in the sale of votes on behalf of any candidate in any future Wisconsin elections, in violation of Wis. Stat. §§12.11(1m)(a)3. and 823.02.

4. Defendant shall, within thirty (30) days of the Court's entry of the Consent Decree, Permanent Injunction and Judgment, advise all persons holding managerial positions within his business of the terms of and the company's obligations under this Judgment.

5. Defendant shall take all actions necessary to assure compliance by third party service providers acting for or on his behalf, including but not limited to co-defendants SilverServer and CSL GmbH. Defendant shall advise the attorneys for Plaintiff State of Wisconsin of his compliance with this term.

6. In the event that Defendant Bernhardt, or any person or entity acting in concert with him and having notice of this Permanent Injunction, engages in buying, selling or otherwise

facilitating the purchase or sale of votes via the World Wide Web portion of the Internet, for any future election in the United States, Defendant Bernhard shall assure that the following or a substantially similar statement appears prominently displayed in bold type on the initial explanatory page of the website in a font size no smaller than the default font size, and in no case smaller than the font size utilized for the majority of the information contained within all of the site's pages: "Participation in this site, through registration, offering to purchase or offering to sell votes, by persons located within the State of Wisconsin or registered to vote in elections in the State of Wisconsin, is unlawful and may subject the participant to prosecution."

7. If Defendant Bernhardt, or any person or entity acting in concert with him and having notice of this Permanent Injunction, engages in buying, selling or otherwise facilitating the purchase or sale of votes via the World Wide Web portion of the Internet, for any future election in the United States, Defendant Bernhard shall make efforts to utilize new technology which may become generally available to Internet businesses and accepted as standard in the industry, to ascertain whether any person who accesses the site is physically located within the State of Wisconsin, and shall use such information to prevent such persons from participating in the site.

8. Any violation of any of the terms or conditions of this Permanent Injunction shall be considered contempt of this court, and shall subject Defendant to civil penalties of not more than Five Thousand Dollars (\$5,000) per violation. In the event any violation is shown, Defendant Bernhard may also be ordered to reimburse Plaintiff for any costs incurred in enforcing any of the terms or conditions of the Permanent Injunction. Nothing in the Settlement Agreement or Consent Decree, Permanent Injunction and Judgment shall preclude Plaintiff from initiating any further investigation or any further civil legal proceedings for violations not related

to the specific solicitation and other practices underlying this action against Defendant.

9. In the event the Plaintiff believes Defendant has violated any term of the Settlement Agreement or the Consent Decree, Permanent Injunction and Judgment, Plaintiff shall, before seeking to enforce the terms of this Judgment, first contact Defendant in writing, and advise Defendant of the manner in which he is believed to be in violation of this Judgment. Defendant shall be afforded no less than Fifteen (15) days from receipt of any notice to cure any alleged violation before Plaintiff proceeds with enforcement of this Judgment.

10. Defendant shall be assessed and shall pay the court costs incurred in this action.

11. Construction of the Consent Decree, Permanent Injunction and Judgment shall be under Wisconsin law.

12. The clerk of this court is ordered to enter judgment accordingly.

Dated this ____ day of _____, 2000.

BY THE COURT:

Honorable Sarah O'Brien
Circuit Court Judge

JUDGMENT

Let judgment be entered upon the foregoing Consent Decree and Permanent Injunction this ____ day of _____, 2000.

Clerk/Deputy Clerk of Court