

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.

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CONSENT DECREE, INJUNCTION AND JUDGMENT

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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://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://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.

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 “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. Any violation of any of the terms or conditions of this Permanent Injunction shall be considered contempt of this court. 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.

8. 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, delivered via a method providing acknowledgement of receipt by the Defendant, 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 Thirty (30) days from receipt of any notice to cure any alleged violation before Plaintiff proceeds with enforcement of this Judgment.

9. Construction of this Consent Decree, Permanent Injunction and Judgment shall be under Wisconsin law.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2001.

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 \_\_\_\_\_, 2001.

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Clerk/Deputy Clerk of Court