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NORTH CAROLINA
ORANGE COUNTY

2012 FEB 23 PM 2:35
ORANGE CO., C.S.C.

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
10 CVS 149

RIELLE HUNTER,

BY _____
Plaintiff,



v.

ANDREW YOUNG and CHERI
YOUNG,

Defendants.

**CONSENT JUDGMENT AND
PERMANENT INJUNCTION**

THIS MATTER is before the court for entry of a final Consent Judgment and Permanent Injunction (the "Judgment") pursuant to the parties' Settlement Agreement (attached under seal as Exhibit A), which the Court has received under seal and reviewed and that is incorporated herein by reference. With the parties' agreement and consent, as shown by the parties' and their attorneys' signatures below, the Court ORDERS, ADJUDGES, and DECREES as follows:

1. The Youngs admit no liability, and the Court makes no finding as to liability.
2. As used herein, the term "Property" is intended to include all of the following:
 - a. The videotape referred to as the "Video" and described in Paragraph 7 of the Amended Complaint and any and all copies, and photographs, or videos of the contents in whole or in part of the Video;
 - b. The videotapes referred to as the "Other Videos" and described in Paragraph 13 of the Amended Complaint and any and all copies, and photographs or videos of the contents in whole or in part of these videos;
 - c. The photographs referred to as the "Photographs" and described in Paragraph 58 of the Amended Complaint and any and all copies, and photographs or videos of the contents of the Photographs (in whole or in part);
 - d. The document titled the "Slut Club" list referenced in Paragraph 33 of the Amended Complaint and any and all copies, and photographs or any image thereof in any video of the contents of this list (in whole or in part) (see also ¶ 6(e) below);

- e. The document known to the parties as the “baby names list” referenced in Paragraph 33 of the Amended Complaint and any and all copies and photographs or any image in a video of the contents of this list (in whole or in part);
- f. The photograph known to the parties as the “bikini photograph,” and any and all copies, and photographs or any image in a video of the contents (in whole or in part);
- g. Any and all items located or that once were located in Ms. Hunter’s hatbox as documented in part by the item currently in the Court’s possession listed as Item 17 in the Court’s 22 April 2010 Second Order Allowing Access to Items, and any and all copies and photographs or any image thereof in any video depicting any portion of the contents of those materials (in whole or in part) (see also ¶ 6(e) below);
- h. Documents pertaining to Ms. Hunter including but not limited to medical bills and records or other writings contained in Court Log Item No. 5 in the Second Order Allowing Access to Items, and any and all copies, and photographs or videos of the contents in whole or in part, provided that Ms. Hunter’s attorneys and the Youngs’ attorneys shall be entitled to maintain a file copy of these materials;
- i. All videos, pictures, and depictions that include Ms. Hunter’s daughter, and any and all copies, and photographs or any image of Ms. Hunter’s daughter in any limited portions of any videos of the contents (in whole or in part) but not including the media on which such pictures or videos are located (see also ¶ 6(e) below);
- j. Photographs or videos taken by Ms. Hunter or on Ms. Hunter’s camera(s), equipment, or mobile phone(s), and any and all copies, and photographs, or any images thereof in any limited portions of any videos of the contents (in whole or in part) but not including the media on which such photographs and videos are located (see also ¶ 6(e) below).

3. With respect to the materials in the Court’s possession (other than the computer hard drives addressed in paragraph 13), the videotape referred to as the “Video” and described in paragraph 7 of the Amended Complaint and the copy of the “Video” in the Court’s custody shall be destroyed. Except for the “Video” Ms. Hunter is entitled to possession of the Property. The Youngs will not claim any interest in the Property hereinafter, and the Court finds that, hereafter, Ms. Hunter is the owner of the Property.

4. The Clerk shall turn over to Ms. Hunter, within thirty (30) days of the date of entry of this Judgment, the following items in the Second Order Allowing Access to Items:

Item 3 (Exhibit 2C, VHS labeled Missing Webisodes),

Item 4 (Exhibit 2D, VHS labeled Copy Missing Webisodes),

Item 5 (Exhibit 2E, VHS labeled UNC),

Item 6 (Exhibit 2F, VHS labeled Rielle Visits UNC Poverty Center),

Item 8 (Exhibit 2H, miniDV cassette labeled Copy JE Home),

Item 9 (Exhibit 2I, miniDV cassette labeled UNC),

Item 10 (Exhibit 2J, miniDV cassette labeled Jack & Emma),

Item 11 (Exhibit 2K, miniDV cassette labeled JE Home 1), and

Item 19/20 (Court Log Item No. 5, accordion file containing medical bills and other documents). With respect to Item 19/20 (Court Log Item No. 5), counsel for Ms. Hunter and counsel for the Youngs shall be entitled to maintain a file copy of these materials.

This provision is subject to the temporary stay described below.

5. The Clerk shall turn over to the Youngs, within thirty (30) days of the date of entry of this Judgment, the following items in the Second Order Allowing Access to Items:

Item 32 (disc with photographs)¹,

Item 34 (mini-DVD labeled 12-29-07 to 1-4-08)²,

Item 35 (mini-DVD labeled 12-24-07 to 12-29-07)³, and

¹ This item is also listed as No. 11 on the Index of Items Submitted to Court March 12, 2010. The Court notes that, in the Second Order Allowing Access to Items, this item is described as "2 disks with photographs," while in the Index of Items Submitted to Court March 12, 2010, it is described as "disk with photographs." The Clerk and counsel for the parties shall work together to resolve this discrepancy (one disc or two discs) to ensure that the intent of this Judgment (i.e., that no items included in the Property are provided to the Youngs) is appropriately carried out.

² This item is also listed as No. 13 on the Index of Items Submitted to Court March 12, 2010.

³ This item is also listed as No. 14 on the Index of Items Submitted to Court March 12, 2010.

Item 37 (mini-DVD labeled 12-24-07 to 12-29-07)⁴.

This provision is subject to the temporary stay described below.

6. With respect to Items 17 (mini-DVD labeled 9-23-08) and 18 (mini-DVD labeled 6-2008) in the Second Order Allowing Access to Items, the following provisions apply:

- a. The files containing only the Stonebrook walkthrough and only the Santa Barbara walkthrough shall be copied to new discs, and a copy of such new discs shall be provided to counsel for Ms. Hunter subject to c below.
- b. Items 17 and 18, in their entirety, shall be given to counsel for the Youngs. Counsel for the Youngs may provide to the Youngs a copy of the materials on Items 17 and 18 that are videos and photographs of the Youngs' family and children and that do not include the Stonebrook walkthrough or the Santa Barbara walkthrough.
- c. Counsel for Ms. Hunter (with respect to the new disc of the walkthroughs) and counsel for the Youngs (with respect Items 17 and 18) shall retain these materials in their files. Except as provided herein, counsel for Ms. Hunter and counsel for the Youngs shall not publicize or publish these items, or provide them to any other person, including the parties.
- d. If any party receives a lawful subpoena or Court Order for provision of Items 17 or 18, upon receipt of any such subpoena or Court Order, notice shall be provided so as to allow the other party the opportunity to object or otherwise assert any rights prior to any response to such subpoena or Court Order.

⁴ This item is also listed as No. 16 on the Index of Items Submitted to Court March 12, 2010.

- e. Except as to the images on Items 17 and 18 set out above in the definition of the Property, the physical mini-DVDs that are Items 17 and 18 are not included in the Property.

These provisions are subject to the temporary stay described below.

7. With respect to Item 36 (mini-DVD labeled Quinn birth)⁵ in the Second Order Allowing Access to Items, if there are any photographs and videos of the Youngs and their family that may also include images of Ms. Hunter that are contained on this item, those materials may be copied from the item and provided to the Youngs (subject to the provisions of Paragraph 14(a)); provided that video and images of Quinn Hunter are not included in any materials copied; and Item 36 shall then be destroyed by such method as is agreeable to the Clerk, counsel for Ms. Hunter, and counsel for the Youngs. This provision is subject to the temporary stay described below.

8. The Clerk shall file and maintain the following items as part of the Court's file in this action:

Item 13 (Exhibit 2M, receipt of evidence record) and

Item 14 (Exhibit 2N, safe deposit box admission record) in the Second Order Allowing Access to Items.

The Clerk shall also maintain as part of the Court's file, under seal, the indexes of files prepared by Mr. Gilmore.

9. The "Video" shall be destroyed within thirty (30) days of the date of entry of this Judgment, by such method or methods as are agreeable to the Clerk, counsel for Ms. Hunter, and counsel for the Youngs. This provision includes, without limitation, the destruction of Items 7

⁵ This item is also listed as No. 15 on the Index of Items Submitted to Court March 12, 2010.

(Exhibit 2G) and 15 (Exhibit 2O) in the Second Order Allowing Access to Items. This provision is specifically excluded from the temporary stay.

10. Within thirty (30) days of the date of entry of this Judgment, the following items in the Second Order Allowing Access to Items shall be destroyed by such method or methods as are agreeable to the Clerk, counsel for Ms. Hunter, and counsel for the Youngs:

Item 1 (Exhibit 2A, disc labeled Laptop copied),

Item 2 (Exhibit 2B, disc labeled From Desktop copied),

Item 12 (Exhibit 2L, red flash drive)

Item 16 (Exhibit 2P, disc labeled HMM pics copy 2)

Item 21 (Court Log Item No. 2, hard drive received 23 February 2010),

Item 28 (hard drive received 12 March 2010)⁶,

Item 29 (disc of pictures)⁷, and

Item 33 (hard copies of photographs)⁸.

This provision is subject to the temporary stay described below.

11. All items in the Clerk's control that originated from Mr. Gilmore (such as, without limitation, forensic copies of hard drives or discs containing Category B or Category C material) shall be destroyed.

12. Under the Second Order Allowing Access to Items, several items were retained in the custody of the Youngs' counsel. So long as they do not include any item of Property⁹,

⁶ This item is also listed as No. 7 on the Index of Items Submitted to Court March 12, 2010.

⁷ This item is also listed as No. 8 on the Index of Items Submitted to Court March 12, 2010.

⁸ This item is also listed as No. 12 on the Index of Items Submitted to Court March 12, 2010.

⁹ If the materials contain any item of Property, counsel for the Youngs shall ensure that such items are disposed of in a manner consistent with the Settlement Agreement of the parties and this Judgment, which could include providing items to Ms. Hunter or destruction of items (in conjunction with counsel for Ms. Hunter if needed).

counsel for the Youngs may return to the Youngs the following items in the Second Order
Allowing Access to Items:

Items 22 (folder with emails)

Item 23 (notebook of bills and receipts)

Item 24 (notebook of banking statements and receipts)

Item 25 (articles and magazines),

Item 26 (disc of voicemails and key from Atlanta lockbox),

Item 27 (drafts of *The Politician*),

Item 30 (Disney disc), and

Item 31 (Voicemail disc).

This provision is subject to the temporary stay described below.

13. The following procedures shall apply with respect to the Youngs' computers and computer hard drives in the custody of Risk Management Associates (RMA) on behalf of the Court. This provision in its entirety is subject to the temporary stay described below. The Property and any depiction or written description of the Property shall be destroyed. The Court has determined that there are two potential options for returning materials on the computer hard drives to the Youngs to accomplish this objective. In the first option ("Option #1"), the Youngs may request that files (not including the Property or any depiction or written description of the Property) be copied from the various hard drives and provided to them in electronic format. The Youngs shall make such a request, with reasonable specificity as to the files requested, to Mr. Gilmore, within sixty (60) days of the date of entry of this Judgment. In the second option ("Option #2"), the Youngs may request that the Property and any depiction or written description of any item or part of the Property be deleted from the hard drives and the hard drives be

returned to them without the Property and any depictions or written descriptions. Mr. Gilmore shall, upon reasonable request, make the hard drive(s) available to the Youngs or their counsel, who with appropriate monitoring may review the contents of the hard drive(s) to determine what method and what files, if any, the Youngs wish to request.

a. This procedure shall be implemented as follows:

i. If the Youngs select the Option #1 above, then, upon resolution of any disputes with respect to the files requested by the Youngs, Mr. Gilmore shall provide only the requested and allowable files to the Youngs on such electronic storage medium (e.g., external drive, flash drive, or DVD) as he deems appropriate. RMA shall not provide these materials to the Youngs unless and until RMA, through Mr. Gilmore, is able to confirm that the Property and any depictions or written descriptions of the Property is not included in such materials. The Youngs may otherwise obtain videos and photographs of their family that may also include images of Ms. Hunter (subject to the requirements of paragraph 14(a)). Under this option, the hard drives themselves shall not be provided to the Youngs and the hard drives will be destroyed after any permissible files are copied and provided to the Youngs.

ii. If the Youngs select Option #2 above, RMA, through Mr. Gilmore, shall not provide the hard drives to the Youngs unless and until RMA, through Mr. Gilmore, is able to confirm that the Property and any depictions or written descriptions of any item or part of the Property

is permanently deleted from the hard drives such that it can no longer be accessed from the hard drives. The Youngs may otherwise obtain videos and photographs of their family which may also include images of Ms. Hunter (subject to the requirements of paragraph 14(a)). After removing any files, as required herein, Mr. Gilmore shall immediately provide the Youngs' computers to them.

- iii. If Mr. Gilmore has any question as to whether a particular file may be returned to the Youngs (by either method) under the terms of this Judgment, he may and shall direct such question to the parties' counsel to ensure that the objectives of this paragraph are carried out. If any inquiry is in writing and includes a description or reference to any item of the Property or any depiction or written description of any such item, counsel and RMA shall maintain such writings as confidential. Representatives of each party shall be allowed to review the file in question to determine whether it may be turned over to the Youngs under the terms of this Judgment. In the event the parties cannot reach agreement as to any particular file, they may seek an *in camera* review and ruling on the matter by the Court.
- b. Notwithstanding the foregoing provisions, the Youngs may elect for the hard drives to be destroyed without any data being provided to them.
- c. Any materials remaining in Mr. Gilmore's possession at the conclusion of the above-described process (including hard drives, copies of hard drives, discs, or other storage media) shall be physically and permanently

destroyed using such methods as will permanently eliminate the data contained thereon and/or the ability to access the data (such as shredding of the hard drives by means of a metal shredder) and that are agreed to by the parties.

- d. The parties shall share any reasonable expenses incurred by Mr. Gilmore with respect to the review of hard drives, copying of allowable materials, and deletion of the Property, up to \$2,000.00 (\$1,000.00 per side), and thereafter the Youngs shall bear all additional expenses associated with this activity.

14. The Youngs consent to and the Court hereby orders that they are permanently enjoined as follows:

- a. As provided herein, the Youngs may retrieve their family videos and pictures taken by them that include images of their children but that also include some images of Ms. Hunter, provided that such items shall only be used by the Youngs for family purposes and they and their agents shall not sell, transfer, publish, broadcast or otherwise allow the publication or broadcast of these materials. If the Youngs have possession of photographs or videos including images of Ms. Hunter or her daughter, they and their agents shall use these photographs and videos for family purposes only and shall not sell, transfer, publish, broadcast or otherwise allow the publication or broadcast of these materials.
- b. From the date of the Settlement Agreement (8 February 2012) forward, the Youngs and anyone acting on their behalf shall not publicize the existence or contents of the Property, except as provided below. Further, the Youngs will not publicize the existence or the contents of any of the items in Ms. Hunter's bedroom and sitting room of the Santa Barbara house as

documented in part by Item 18 in the Second Order Allowing Access to Items. The Youngs have represented, in good faith, that neither of them has conveyed to anyone any rights in, or any right to publicize the existence of or the contents of, the Property, except as provided below related to the Aaron Sorkin/Colvin Road Entertainment option. In the event that anyone claims that the Youngs have any rights in or related to the Property, the Youngs will reasonably assist Ms. Hunter in asserting her claim of ownership.

- i. Andrew and Cheri Young have sold an option to Aaron Sorkin/Colvin Road Entertainment (hereafter “Sorkin/Colvin Road option”) for their “life story” and to make “The Politician” into a movie. The act has already occurred and is not encompassed, as to the Youngs, by the prohibition above to the extent of the Sorkin/Colvin Road option and any exercise of the option as provided in the Memorandum Agreement attached as Exhibit 2 to the Settlement Agreement.
- ii. Any claims that Ms. Hunter might have, including any privacy-based claims, related to any movie or the contents of any movie based on *The Politician* or otherwise (including as a result of the Sorkin/Colvin Road option and any exercise of that option) are not disposed of through the Settlement Agreement or this Judgment. Rather, any claims or rights Ms. Hunter may have related to any such movie are preserved for any action that Ms. Hunter may

choose to take or file at a later time, including after publication of any such movie. As to the Youngs individually, this provision is intended to encompass acts that occur after the date of the Settlement Agreement.

- iii. Other than the specific and limited statements about the Video and the Slut Club document in “The Politician,” that were included as part of the sale of the Sorkin/Colvin Road option and any exercise thereof, and except as provided below, any discussion, disclosures or publication by Andrew Young or Cheri Young about those items or any of the content of The Property, including in conjunction with the making of any movie or publicity surrounding any movie are encompassed in and prohibited by the injunction. The limited exception is confined to the option to “The Politician” and the Youngs’ “life story” that was already conveyed and any exercise of the Sorkin/Colvin Road option. With respect to the Sorkin/Colvin Road option and any exercise of that option as provided in Memorandum Agreement (Exhibit 2 to the Settlement Agreement), Andrew and Cheri Young may respond to questions concerning the Property with information provided in “The Politician,” the public pleadings or in the public domain. This exception does not authorize any additional or other speech or discussion of those statements or items other than as set forth herein.

- iv. The Youngs have signed agreement(s) with Sorkin/Colvin Road (Exhibit 2 to the Settlement Agreement) that they believe may require certain consultation by them with respect to the option and any exercise of that option. With respect to any consultation requirement and The Property, the Youngs represent that they have no more information to provide than what is in the public domain and the public pleadings in this case and will respond to that effect and will provide only the information described above. Should the current Sorkin/Colvin Road option expire (i.e. if Sorkin/Colvin Road does not exercise the option), in any future or other movie option under a new contract that may be entered into by or on behalf of the Youngs, any rights related to "The Politician" will exclude any sale or transfer of rights related to The Property, including those mentioned or described in "The Politician" specifically including the contents of the Video and the Slut Club document.
- v. The Youngs, their agents, and anyone acting in concert with them shall not take part in any publicity, including relating to any movie based on *The Politician*, that refers to the Property, subject to their rights to respond to questions initiated by third parties as provided below.
- vi. This subparagraph (b) shall not apply to any re-printing of *The Politician*, provided that the reprints will not include additional

material about the Property that is not already included in either hardback (2010) or paperback (2010) editions already in print.

- vii. This subparagraph (b) shall not apply to comments made by the Youngs about the existence of the Property in response to questions initiated by third parties, provided that such comments shall not include the contents of the Property. Should the Youngs receive any such questions, they can respond by acknowledging the existence of the item about which they are specifically asked and otherwise saying that they have no further comment beyond what is in the public pleadings in this case or in the public domain.
- viii. This subparagraph (b) shall not apply to private communications between the Youngs and their children or counsel.
- ix. This subparagraph (b) shall not apply to private communications between the Youngs and counsel (prosecution or defense) in *United States v. Johnny Reid Edwards* (MDNC, No. 1:11-CR-161).
- x. This subparagraph (b) shall not restrict the Youngs' ability to comply with testimonial obligations in the trial of *United States v. Johnny Reid Edwards* (MDNC, No. 1:11-CR-161), or any other testimony required by lawful subpoena or Court Order. However, upon receipt of any such subpoena or Court Order in any action other than *United States v. Johnny Reid Edwards* (MDNC, No. 1:11-CR-161), the recipient shall provide notice to Ms. Hunter's counsel so as to allow Ms. Hunter the opportunity to object or

otherwise assert any rights prior to any response to such subpoena or Court Order.

- xi. This subparagraph (b) shall not apply to any legal action that either party may bring for defamation or similar claims based on false statements by an opposing party, provided that any public pleadings shall exclude the contents of the Property. It will be permissible to refer to publicly-filed pleadings in this action and otherwise to the extent necessary to meet pleading rules and requirements.
 - xii. This subparagraph (b) shall not apply to any statements by the Youngs in response to any allegation of misconduct by Ms. Hunter or her agents made after the date of entry of this Judgment, excluding any statements made in the course of legal proceedings, but any such response shall be limited to responding to the allegations made and will exclude any discussion of the contents of the Property.
- c. The Youngs shall make a good faith effort to have any copies of the Video currently in the possession of the United States Government destroyed. To the extent any item of the Property was provided to the Government, the Youngs, through counsel, will reasonably cooperate with Ms. Hunter, through counsel, in efforts to secure protection for or return or destruction of those items.

- d. The Youngs will make a good faith effort to provide Ms. Hunter with a list of any copies of items in the Property that have been provided to the Government or to any third party within twenty (20) days of the date of the Settlement Agreement.
- e. The Youngs represent that they do not have and have not conveyed any other item of The Property to any third party. If the Youngs discover that any item of the Property is in the possession of a third party other than the Government, the Youngs will make a good faith effort to secure the delivery of those items so that they can be destroyed or delivered to Ms. Hunter.
- f. If the Youngs discover any depictions or written descriptions of the Property prepared by the Youngs in their possession, other than materials related to *The Politician* (such as proposals and drafts provided in discovery in this action), they will provide such items to Ms. Hunter's counsel. If the Youngs discover any such depictions or written descriptions in the possession of any third party, they will make a good faith effort to secure the return of those items so that they can be delivered to Ms. Hunter's counsel.
- g. In the event that anyone claims that the Youngs gave them any rights in or related to the Property, the Youngs will reasonably assist Ms. Hunter in asserting her claim of ownership.
- h. If the Youngs or their attorneys, agents, or other persons acting on their behalf, come into possession of any item, in whole or in part, that is part of

the Property, they shall deliver such items to Ms. Hunter's counsel within five (5) business days. Ms. Hunter's counsel shall then destroy or dispose of the items in accordance with the treatment of such items in this Judgment.

15. Ms. Hunter consents to and the Court hereby orders that if Ms. Hunter comes into possession of any additional copies of the "Video," she shall provide the copies to her attorneys who shall ensure that any such copies are destroyed and Ms. Hunter or her attorneys will provide notice to the Youngs' attorneys confirming the destruction within fourteen (14) days of obtaining possession.

16. Ms. Hunter consents to and the Court hereby orders that if Ms. Hunter or her agents has possession of photographs or videos including images of the Youngs or their children, she shall use these photographs and videos for family purposes only and shall not sell, transfer, publish, broadcast or otherwise allow the publication or broadcast of these materials.

17. The Protective Order entered 4 November 2010, and the Order Granting in Part and Denying in Part John Edwards' Motion for a Protective Order and Quashing in Part the Defendants' Subpoena Duces Tecum entered 9 November 2010, shall remain in effect with respect to the discovery materials addressed therein. Counsel shall be permitted to retain file copies of discovery materials in this action. All other copies of such materials shall, within sixty (60) days of the date of entry of this Judgment, either be destroyed or returned to the party or witness who produced such material.

18. The parties shall share any reasonable expenses incurred by the Clerk with respect to the destruction of items in Court's custody and under the Clerk's control.

19. Except as otherwise set forth herein, the parties shall bear their own costs and attorneys' fees.

20. The Youngs have withdrawn the motion for sanctions included in Defendants' Response to Plaintiff's Motion for Court to Enter Show Cause Order and Motion for Sanctions.

21. This Judgment does not resolve the pending criminal contempt proceedings. Nevertheless, the plaintiff has represented to the Court that she will not take any position with respect to such proceedings.

22. All relief not expressly allowed in this Judgment, or not otherwise agreed to between the parties in the Settlement Agreement, is hereby denied.

23. Notice of this Judgment (not including Exhibit A filed under seal) will be provided to the parties in the action pending in the Middle District of North Carolina captioned *United States v. Johnny Reid Edwards* (MDNC, No. 1:11-CR-161). The provisions of this Judgment relating to transfer of possession of any items (from the Court to the parties or counsel, or from counsel to their clients) and destruction of any items (except for destruction of the Video, which is specifically excluded from this stay) are STAYED until 10 days following the filing of a Certificate of Service documenting service of such notice. Further, these provisions will be automatically stayed upon request by any party to that action until the Court can hear and resolve any requests or concerns any party to that action may have with respect to these materials to be destroyed. By entering this stay and allowing for the possibility of an additional stay, the Court does not make any finding as to any relevance of any materials to other proceedings or with respect to the discoverability of any materials in the course of any other proceedings. During any period of time in which this stay is in place, control of these items shall be maintained by the Clerk, Mr. Gilmore, or counsel in accordance with the Court's prior Orders.

24. With respect to any allowance in this Judgment for copies of certain parts or all of items in the Court's possession or orders for destruction of items, counsel for the parties shall consult with the Clerk with regard to the mechanism(s) to effectuate what is allowed or ordered under this Judgment. Any method(s) that is(are) acceptable to the Clerk, counsel for Ms. Hunter and counsel for the Youngs will be satisfactory under this Judgment so long as the use of such method(s) accomplishes the objectives of this Judgment, including that that no items of the Property are provided to the Youngs, in whole or in part.

25. Plaintiff's counsel shall promptly provide a copy of this Judgment (not including Exhibit A filed under seal) to the United States District Court for the Middle District of North Carolina and to the parties in *United States v. Johnny Reid Edwards*.

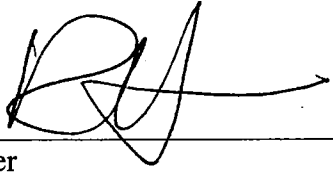
SO ORDERED, this the 23rd day of February, 2012.



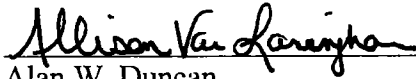
Hon. Carl R. Fox
Senior Resident Superior Court Judge

[PARTIES' SIGNATURE PAGES FOLLOW]

**CONSENT JUDGMENT AND PERMANENT INJUNCTION
CONSENTED AND AGREED TO BY:**



Rielle Hunter
Plaintiff



Alan W. Duncan
Allison O. Van Laningham
SMITH MOORE LEATHERWOOD LLP
Counsel for Plaintiff

Wade Barber
BARBER & BARBER PLLC
Counsel for Plaintiff

**CONSENT JUDGMENT AND PERMANENT INJUNCTION
CONSENTED AND AGREED TO BY:**


Rielle Hunter
Plaintiff

Alan W. Duncan
Allison O. Van Laningham
SMITH MOORE LEATHERWOOD LLP
Counsel for Plaintiff

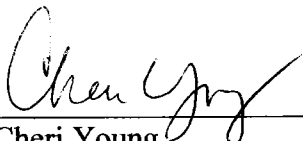


Wade Barber
BARBER & BARBER PLLC
Counsel for Plaintiff


**CONSENT JUDGMENT AND PERMANENT INJUNCTION
CONSENTED AND AGREED TO BY:**



Andrew Young
Defendant



Cheri Young
Defendant



Robert M. Elliot
David C. Pishko
ELLIOT PISHKO MORGAN, P.A.
Counsel for Defendants