

WILLIAM A. BOOTHE, M.D., and  
WILLIAM A. BOOTHE, M.D., P.A.,

Plaintiffs,

v.

BRENT HANSON,

Defendant.

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IN THE DISTRICT COURT OF

COLLIN COUNTY, TEXAS

219<sup>th</sup> JUDICIAL DISTRICT

**AMENDED AGREED JUDGMENT AND PERMANENT INJUNCTION**

TO THE HONORABLE JUDGE OF SAID COURT:

On January 31, 2005, this cause came before this Court, and the parties announced that the case had settled. Pursuant to the terms of a confidential settlement agreement, the parties announced that they mutually desire to terminate these proceedings under the following permanent terms. Plaintiffs William A. Boothe, M.D. and William A. Boothe, M.D., P.A. and Defendant Brent Hanson thereupon agreed to the terms of an agreed judgment and permanent injunction in this action, which was entered by this Court on February 2, 2005.

It is expressly noted that the parties have, upon the advice of counsel, knowingly, voluntarily, perpetually and unconditionally waived any and all right, privilege or ability to object to any prior restraint upon freedom of speech contained in this Judgment.

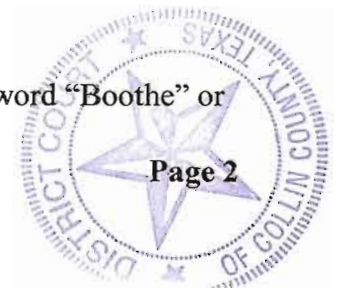
The parties now further announce that they wish to amend their agreed judgment in order to clear the Internet and UseNet of the statements that gave rise to this lawsuit while maintaining the prior agreed judgment and while ensuring a complete disengagement of the parties. Accordingly the parties have added new clauses B, C and D to the prior agreed judgment and have modified clause A.



IT IS ORDERED, ADJUDGED AND DECREED that

- A. Brent A. Hanson, his agents, and anyone acting in concert with him are permanently enjoined and prohibited –
1. From coming within 500 feet of:
    - a. Plaintiff William A. Boothe, his wife, his children, or his family;
    - b. The residence located at 5204 Lincolnshire Court, Dallas, Collin County, Texas 75287;
    - c. Plaintiffs' place of business at 3900 West 15th Street, Suite 104, Plano, Texas 75075;
    - d. Any individuals known by him to be employees of Plaintiffs;
    - e. Any attorney for the Plaintiffs, at either their place of business or their residences, unless required to do so in connection with legal proceedings;
  2. From taking any actions that would place Plaintiff Dr. Boothe or his counsel in reasonable apprehension of bodily injury;
  3. From any communication with any person (other than Mr. Hanson's counsel) regarding physical attacks on Plaintiffs or their attorneys;
  4. From expressly or impliedly inciting others in any manner to physically attack Plaintiff Dr. Boothe, his family, or his counsel;
  5. To remove from the Internet, including at [www.lasikfraud.com](http://www.lasikfraud.com), and to refrain from repeating elsewhere, verbatim or in substance, any text or images which threaten or defame any of the Plaintiffs or their attorneys;
  6. To refrain from registering any domain names that contain the word "Boothe" or

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the names of any of the attorneys in this proceeding or any substantially similar variation thereof; and

7. To communicate with Plaintiffs, the family of William Boothe, M.D., or their attorneys only through his counsel.
- B. Plaintiffs and Defendant, and their agents, and anyone acting in concert with them are enjoined and prohibited from making any comment, statement, assertion, claim, allegation, mention, or other communication whatsoever – in any medium, context or forum – regarding or referring to the other party in this proceeding, directly or indirectly, other than in the context of proceedings before governmental authorities.
- C. Brent A. Hanson, his agents, and all Internet service providers, domain name registrars, web site administrations, search engines, UseNet Groups, operators of alt.lasik-eyes and other news group servers, computer message boards, and webhosting companies are permanently enjoined to delete all files, postings, messages, sites, search results, search indices, or e-mails containing any reference to Dr. William Boothe made by Mr. Brent Hanson, a/k/a “lasikreport,” “tlcobserver,” and “Brent Hanson – LASIKFRAUD.COM”, from all computer systems, the Internet, newsgroups, websites, message boards, search engines, and any other electronic or computer systems of any kind, expressly including but not limited to the deletion of all cached copies of such files, postings, messages or e-mails as well as the deletion of all message strings containing such files, postings, messages or e-mails.
- D. Dr. William Boothe, his agents, and all Internet service providers, domain name

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registrars, web site administrations, search engines, UseNet Groups, operators of alt.lasik-eyes and other news group servers, computer message boards, and webhosting companies are permanently enjoined to delete all files, postings, messages, sites, search results, search indices, or e-mails containing any reference to Mr. Brent Hanson, a/k/a "lasikreport," "tlcobserver," and "Brent Hanson – LASIKFRAUD.COM" made by Dr. William Boothe or anyone using the email addresses of texeyecare@aol.com, or texeyecare@msn.com, or the identifier "dontknowjack," from all computer systems, the Internet, newsgroups, websites, message boards, search engines, and any other electronic or computer systems of any kind, expressly including but not limited to the deletion of all cached copies of such files, postings, messages or e-mails as well as the deletion of all message strings containing such files, postings, messages or e-mails.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by the Court that each party shall bear its own costs.

All other relief not expressly granted herein against Defendant Hanson is denied.

Signed this 4 day of March, 2005.

  
Judge Presiding  
401<sup>st</sup> Sub Hwy Jan 219



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Brent A. Hanson  
Brent A. Hanson

**ACKNOWLEDGEMENT**

STATE OF ILLINOIS     )  
  )  
COUNTY OF COOK     )

Before me, the undersigned notary public, on this day personally appeared Brent A. Hanson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 4 day of March, 2005.

Jutta Kehoe  
Notary Public of the State of Illinois

[seal]



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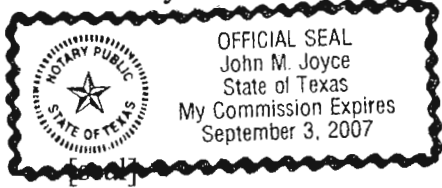
William A. Boothe, M.D.

**ACKNOWLEDGEMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF COLLIN        )

Before me, the undersigned notary public, on this day personally appeared William A. Boothe, M.D., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 4 day of March, 2005.



Notary Public of the State of Texas



**AGREED JUDGMENT AND PERMANENT INJUNCTION**

William A. Boothe, M.D., P.A.



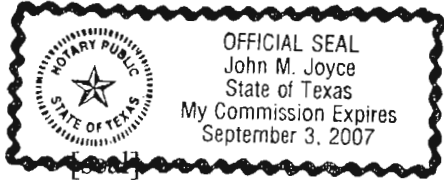
By William A. Boothe, M.D.  
Its President

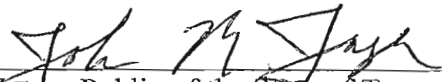
**ACKNOWLEDGEMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF TARRANT    )

Before me, the undersigned notary public, on this day personally appeared William A. Boothe, M.D., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the William A. Boothe, M.D., of William M. Boothe, M.D., P.A., and that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 4 day of March, 2005.



  
Notary Public of the State of Texas



Dated: March \_\_, 2005

Respectfully submitted,



Steve Malin

Texas Bar No. 12859750

SIDLEY AUSTIN BROWN & WOOD LLP

717 North Harwood, Suite 3300

Dallas, Texas 75201

214.981.3300

214.981.3400 (facsimile)

ATTORNEYS FOR PLAINTIFFS

WILLIAM A. BOOTHE, M.D. AND

WILLIAM A. BOOTHE, M.D., P.A.



Dated: March 4, 2005

Respectfully submitted,



M. Jason Ankele  
Texas Bar No. 00786989  
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2911 Turtle Creek Blvd.  
Suite 1200  
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Telephone 214-520-7494  
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ATTORNEY FOR DEFENDANT  
BRENT HANSON

