

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

219th JUDICIAL DISTRICT

**AGREED JUDGMENT OF CONTEMPT AND ORDER OF COMMITMENT**

I. Motion and Hearing

On June 27, 2005, the Order to Show Cause based on the motion for contempt filed in this cause on May 9, 2005, by William A. Boothe, M.D. and William A. Boothe, M.D., P.A., Plaintiffs came on for hearing. That motion requested the court to hold Brent Hanson, Defendant, in contempt of this court by reason of acts violating the Amended Agreed Judgment and Permanent Injunction entered by this court on March 4, 2005. Plaintiffs appeared in person and by their attorneys. Defendant Brent Hanson appeared pro se.

II. Court's Findings

After examining all of the pleadings and hearing the evidence and arguments of counsel and Defendant pro se, the court finds and now holds that this court has jurisdiction of this proceeding; that the motion for contempt is in all respects proper and sufficient; that Brent Hanson was afforded due and proper notice of these proceedings; and that he was properly served with the Amended Agreed Judgment and Permanent Injunction of March 4, 2005, by which he was:

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;

Enjoined to delete all files, postings, messages, sites, search results, search indices, or e-mails containing any reference to Dr. William Boothe made by Brent Hanson 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 emails; and

Enjoined to remove from the Internet 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.

The court further finds that Brent Hanson is guilty of violating the Amended Agreed Judgment and Permanent Injunction of March 4, 2005, in the following particulars:

Mr. Hanson's operation and postings to the LasikQuack.com and LasikQuack.org websites after March 4, 2005, repeated verbatim and in substance both text and images that mentioned, referred to, discussed, commented upon, and defamed Plaintiffs.

Mr. Hanson's operation of and postings to the LasikQuack.com and LasikQuack.org websites after March 4, 2005, made comments, statements, assertions, claims, and allegations on the Internet regarding or referring to Plaintiffs, and his agents and attorneys.

Mr. Hanson's postings to LasikQuack.com and LasikQuack.org websites after March 4, 2005, demonstrated he had not deleted and did not delete all files, postings, messages, sites, search results, search indices, and e-mails containing any reference to Dr. William Boothe.



Brent Hanson has stated that he regrets violating the Court's Amended Agreed Judgment and Permanent Injunction and the damage it has caused to Dr. William Boothe, and has agreed to use his best efforts to prevent future harm to Dr. William Boothe by third parties.

The court further finds that Defendant Brent Hanson has knowingly and voluntarily waived his right to have appointed counsel represent him in this proceeding.

The court further finds that Defendant Brent Hanson has knowingly and voluntarily waived his right to present evidence in his own defense and to have this contempt motion determined by a jury in this proceeding.

The court further finds that Defendant Brent Hanson has knowingly and voluntarily waived his right to compel witnesses to testify on his behalf in this proceeding.

The court further finds that Defendant Brent Hanson has knowingly and voluntarily confessed his contempt of this Court as specified above.

### III. Orders

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the court that Brent Hanson is in contempt of this court for violation of the Amended Agreed Judgment and Permanent Injunction of March 4, 2005, in the following particulars:

Mr. Hanson's operation and postings to the LasikQuack.com and LasikQuack.org websites after March 4, 2005, repeated verbatim and in substance both text and images that mentioned, referred to, discussed, commented upon, and defamed Plaintiffs.

Mr. Hanson's operation of and postings to the LasikQuack.com and LasikQuack.org websites after March 4, 2005, made comments, statements, assertions, claims, and allegations on the Internet regarding or referring to Plaintiffs, and his agents and attorneys.



Mr. Hanson's postings to LasikQuack.com and LasikQuack.org websites after March 4, 2005, demonstrated he had not deleted and did not delete all files, postings, messages, sites, search results, search indices, and e-mails containing any reference to Dr. William Boothe.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by the court that the following punishments are imposed on Brent Hanson for these acts of contempt:

a. For his operation of and postings to the LasikQuack.com and LasikQuack.org websites after March 4, 2005, that repeated verbatim and in substance both text and images that mentioned, referred to, discussed, commented upon, and defamed Plaintiffs, Brent Hanson is to be confined in the Collin County jail for 180 days and fined \$ 500.00.

b. For his operation of and postings to the LasikQuack.com and LasikQuack.org websites after March 4, 2005, that made comments, statements, assertions, claims, and allegations on the Internet regarding or referring to Plaintiffs, and his agents and attorneys, Brent Hanson is to be confined in the Collin County jail for 180 days and fined \$ 500.00.

c. For his posting references to Dr. William Boothe on the LasikQuack.com and LasikQuack.org websites after March 4, 2005, which showed that Brent Hanson had not deleted and did not delete all files, postings, messages, sites, search results, search indices, and e-mails containing reference to Dr. William Boothe, Brent Hanson is to be confined in the Collin County jail for 180 days and fined \$500.00.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by the court that the periods of confinement specified in paragraphs a-c, above, are to run consecutively, for a period of confinement totaling 540 days.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the fine and sentence of confinement specified in paragraphs a-c, above, is suspended for eighteen months, upon the



conditions that (1) Brent Hanson shall abide by each provision of the Amended Agreed Judgment and Permanent Injunction entered by this court on March 4, 2005 and (2) Brent Hanson shall permit representatives of Dr. Boothe to enter his home and shall provide access to all computer media in his possession, custody, or control for the purpose of imaging such media to determine compliance with the Amended Agreed Judgment and Permanent Injunction, (3) Brent Hanson, other than in the normal course of his employment, shall not use Disk Eraser or other technology for the purpose of permanently erasing or overwriting computer data and shall not degauss, de-magnetize, or otherwise physically destroy any electronic media, and (4) shall withdraw all complaints he has filed against Dr. Boothe or his agents or attorneys with all governmental entities and shall not file any complaints against Dr. Boothe with any governmental entity unless this Court first determines that Mr. Hanson has a likelihood of success on such complaint. If Brent Hanson violates any term of the Amended Agreed Judgment and Permanent Injunction entered by this court on March 4, 2005, or this Order, then he shall be immediately subject to confinement for 540 days as described in paragraphs a-c above, in addition to any further contempt proceedings later brought.

IT IS FURTHER ORDERED that all Internet service providers, domain name registrars, web site administrations, search engines, UseNet Groups, computer message boards, webhosting companies, e-mail service providers, electronic currency companies, and other providers of electronic communications services or remote computing services and expressly including Google, Inc., DSLReports.com, BroadbandReports.com, and Yahoo!, and their respective corporate affiliates, shall remove all links to LasikQuack.com, LasikQuack.net, and LasikQuack.org, as well as all text associated with those links, including any cached copies.



conditions that (1) Brent Hanson shall abide by each provision of the Amended Agreed Judgment and Permanent Injunction entered by this court on March 4, 2005 and (2) Brent Hanson shall permit representatives of Dr. Boothe to enter his home and shall provide access to all computer media in his possession, custody, or control for the purpose of imaging such media to determine compliance with the Amended Agreed Judgment and Permanent Injunction, (3) Brent Hanson, other than in the normal course of his employment, shall not use Disk Eraser or other technology for the purpose of permanently erasing or overwriting computer data and shall not degauss, de-magnetize, or otherwise physically destroy any electronic media, and (4) shall withdraw all complaints he has filed against Dr. Boothe or his agents or attorneys with all governmental entities and shall not file any complaints against Dr. Boothe with any governmental entity unless this Court first determines that Mr. Hanson has a likelihood of success on such complaint. If Brent Hanson violates any term of the Amended Agreed Judgment and Permanent Injunction entered by this court on March 4, 2005, or this Order, then he shall be immediately subject to confinement for 540 days as described in paragraphs a-c above, in addition to any further contempt proceedings later brought.

IT IS FURTHER ORDERED that all Internet service providers, domain name registrars, web site administrations, search engines, UseNet Groups, computer message boards, webhosting companies, e-mail service providers, electronic currency companies, and other providers of electronic communications services or remote computing services and expressly including Google, Inc., DSLReports.com, BroadbandReports.com, and Yahoo!, and their respective corporate affiliates, shall remove all links to LasikQuack.com, LasikQuack.net, and LasikQuack.org, as well as all text associated with those links, including any cached copies.



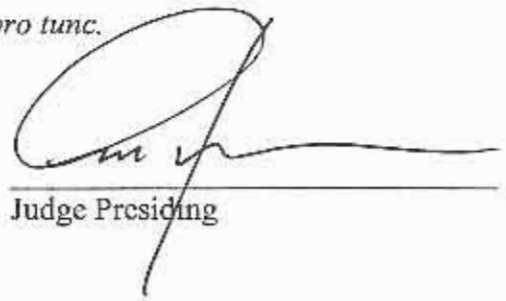
IT IS FURTHER ORDERED that Brent Hanson shall notify by letter, with a copy to Dr. William Boothe's attorneys, those third parties with whom he has communicated regarding Dr. William Boothe, stating that (1) Brent Hanson's dispute with Dr. Boothe has been permanently resolved and (2) Brent Hanson has been ordered by this Court not to comment upon Dr. William Boothe and shall not do so under penalty of contempt.

IT IS FURTHER ORDERED that the Plaintiff's Motion for Ancillary Relief in Enforcement of Judgment is GRANTED in all respects. Specifically, (1) Brent Hanson or the domain name registrar on his behalf, including without limitation Katz Global Media, Alpina Net Technologies, and GoDaddy, shall transfer ownership of the domain names www.LasikQuack.com, www.LasikQuack.net, and www.LasikQuack.org to Dr. William Boothe within five days of the entry of this Order; (2) All websites, message boards, news groups, search engines, and other Internet companies posting links to www.LasikQuack.com, www.LasikQuack.net, and www.LasikQuack.org shall remove such links and the associated messages within five days of the entry of this Order; (3) Dr. Boothe and his agents and attorneys are permitted to communicate freely with third parties, including web site operators, message boards, search engines, and news groups, including for the purpose of taking down or otherwise removing any and all links or postings provided by Mr. Hanson that refer to Dr. Boothe and all



such prior communications are expressly authorized *nunc pro tunc*.

Signed this 27<sup>th</sup> day of June, 2005.



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Judge Presiding

AGREED AS TO FORM AND SUBSTANCE:

Brent Hanson  
Brent Hanson



STATE OF TEXAS )  
COUNTY OF COLLIN )  
I, Hannah Kunkle, District Clerk in and for Collin County Texas, do  
hereby certify that the above and foregoing is a true and correct copy  
of the original document as the same appears on the file in the  
District Court, Collin County, Texas. Witness my hand and seal of  
said Court, this the 11 day of Jan A.D. 20 06

HANNAH KUNKLE, DISTRICT CLERK  
COLLIN COUNTY TEXAS

*Brenda Martin* DEPUTY

