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DVD Copy Control Association (DVD CCA) Issues Statement After Judge Approves Agreement Ending Litigation with Kaleidescape

Upon the June 2, 2014 action by Judge William Monahan of the Santa Clara County Superior Court, the DVD Copy Control Association issued the following statement:

"The DVD Copy Control Association ("DVDCCA") is pleased Kaleidescape and DVD CCA have reached a settlement agreement that will result in the end of long-standing litigation over Kaleidescape's use of the Content Scramble System ("CSS"). CSS is the patented technology that, together with the requirements of the CSS License Agreement ("License"), protects copyrighted content on DVDs from being copied.

"Under the settlement agreement, two significant actions have occurred in the California courts.

- "First, on May 19, 2014, at Kaleidescape's request, the California Sixth District Court of Appeal dismissed Kaleidescape's appeal of a California trial court's 2012 judgment. The trial court had ruled that Kaleidescape's DVD playback device known as the Kaleidescape System breached the License because it used CSS to make permanent copies of DVD content, which could then be played back without any need for the actual DVD.
- "Second, following return of the case to that trial court, Judge William Monahan on June 2, 2014 granted the joint request of DVD CCA and Kaleidescape to put into effect the injunction previously issued by that court to prohibit Kaleidescape from using CSS in breach of the CSS License Agreement. The injunction was made effective as of November 30, 2014, and modified to give the trial court jurisdiction to enforce the terms of the settlement agreement.

"The remaining terms of the settlement agreement between DVD CCA and Kaleidescape are confidential. The effect of the settlement agreement and the actions by the two California courts is to conclude the lawsuit DVDCCA brought against Kaleidescape to preserve the integrity of the CSS license agreement's anti-copying mandate."

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