

FILED
San Francisco County Superior Court

MAY 30 2025

CLERK OF THE COURT

BY: *Edmund J. [Signature]*
Deputy Clerk

1 DAVID CHIU, SBN 189542
City Attorney

2 YVONNE R. MERÉ, SBN 173594
Chief Deputy City Attorney

3 SARA J. EISENBERG, SBN 269303
Chief of Complex and Affirmative Litigation

4 RONALD H. LEE, SBN 238720
Assistant Chief of Complex and Affirmative Litigation

5 KARUN A. TILAK, SBN 323939
MIGUEL A. GRADILLA, SBN 304125
6 DAVID S. LOUK, SBN 304654
Deputy City Attorneys

7 Fox Plaza
1390 Market Street, 6th Floor
8 San Francisco, CA 94102-5408
Telephone: (415) 355-3308 (Tilak)
9 (415) 554-3870 (Gradilla)
(415) 355-3314 (Louk)

10 Facsimile: (415) 437-4644
E-Mail: Karun.Tilak@sfcityatty.org
11 Miguel.Gradilla@sfcityatty.org
David.Louk@sfcityatty.org

12 *Attorneys for Plaintiff*

13 PEOPLE OF THE STATE OF CALIFORNIA, acting by
and through San Francisco City Attorney DAVID CHIU

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 COUNTY OF SAN FRANCISCO

17 UNLIMITED JURISDICTION

18 PEOPLE OF THE STATE OF CALIFORNIA,
19 acting by and through San Francisco City
20 Attorney DAVID CHIU,

21 Plaintiff,

22 vs.

23 SOL ECOM, INC., BRIVER LLC, ITAI
TECH LTD., DEFIREX OÜ, CODEBIONIC
24 LABS OÜ, AUGUSTIN GRIBINETS,
ARTEM ASHIRBEKOV, BAKHADYR
25 ASHIRBEKOV, RICHARD TANG,
GAOFAN (SIMON) XU, and DOES #1
through #50,

26 Defendants.

Case No. CGC-24-617237

**[PROPOSED] STIPULATED FINAL
JUDGMENT AND PERMANENT
INJUNCTION**

Date Action Filed: August 14, 2024
August 16, 2024 (FAC)
March 10, 2025 (SAC)

Trial Date: None set

1 Plaintiff, the People of the State of California (the “People”), acting by and through San
2 Francisco City Attorney David Chiu, and Defendant Briver LLC, stipulate to entry of this Stipulated
3 Final Judgment and Permanent Injunction (“Judgment”) without the taking of proof and without this
4 Judgment constituting evidence of, or an admission by any party regarding, any issue of law or fact
5 alleged in the Complaint; all parties having waived the right to appeal; and the Court having
6 considered the pleadings and good cause appearing:

7 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

8 **I. DEFINITIONS**

9 The following terms in this Judgment shall have these meanings:

10 1. “Briver” means Briver LLC and its successors, agents, representatives, employees,
11 members, owners, managers, directors, officers, and any and all affiliated persons or entities both prior
12 and subsequent to the dissolution of Briver LLC.

13 2. “Briver Websites” means all websites Briver owns or operates that use AI technology
14 to convert clothed images into nudified images, including but not limited to the websites porngen.art
15 undresser.ai, and nudgenerator.ai, as well as any Briver-owned and -operated websites identified
16 pursuant to paragraph 16, subsection (a), *infra*, if and as applicable.

17 3. “People” means the People of the State of California, by and through San Francisco
18 City Attorney David Chiu.

19 4. “Parties” means Briver and the People, collectively; “Party” refers to the Parties
20 individually.

21 5. “Litigation” means *People of the State of California v. Sol Ecom, Inc. et al.*, No. CGC-
22 24-617237 (S.F. Super. Ct.).

23 6. “Effective Date” is the date this Stipulated Final Judgment and Permanent Injunction is
24 signed by the Court.

25 **II. BACKGROUND**

26 7. On August 14, 2024, the People filed the Litigation. The People subsequently filed a
27 First Amended Complaint on August 16, 2024, and a Second Amended Complaint on March 10, 2025.

1 8. The People allege that Briver’s operation of the websites porngen.art and undresser.ai
2 constitutes an unlawful and unfair business practice under California’s Unfair Competition Law
3 (“UCL”).

4 9. The Parties have entered into a Settlement Agreement and have stipulated to entry of
5 this Judgment to fully and finally resolve the claims in the Litigation and to avoid any further expense,
6 delay, and uncertainty of continuing the Litigation against Briver.

7 **III. PARTIES AND JURISDICTION**

8 10. This Litigation is brought by the People in the public interest under the laws of the
9 State of California.

10 11. The City Attorney of San Francisco has the authority under Business and Professions
11 Code section 17200 *et seq.* to maintain this Litigation in the name of the People of the State of
12 California concerning Briver’s conduct alleged in the Second Amended Complaint.

13 12. Unless otherwise stated, all obligations imposed upon Briver by the terms of this
14 Judgment are ordered pursuant to Business and Professions Code sections 17200 *et seq.*

15 13. This Court has jurisdiction over the subject matter of the Litigation and over the Parties.
16 Venue is proper in this County. The Court retains jurisdiction to enter this Judgment and exercise
17 continuing jurisdiction over the Judgment pursuant to Code of Civil Procedure section 664.6.

18 **IV. INJUNCTION**

19 14. Briver shall not own, operate, or aid and abet the operation of any website that uses
20 artificial intelligence (“AI”) models to convert clothed images of identifiable individuals into nude or
21 sexually explicit images of those individuals, including but not limited to the Briver Websites.

22 15. For a period of five (5) years following the Effective Date, Briver shall not transfer the
23 registration for the Briver Websites and shall maintain the registration of each of the Briver Websites
24 in an inactive status, such as a “hold” or “lock” status, such that the website domain names do not
25 resolve in the Domain Name System (“DNS”) and are therefore unavailable to the public.

1 **V. PROVISION OF INFORMATION**

2 16. Within thirty (30) days of the Effective Date, Briver will provide the People with the
3 following information.

- 4 a. The names under which Briver has currently registered all websites it owns or
5 operates that use AI technology to convert clothed images into nudified images,
6 including but not limited to the websites porngen.art and undresser.ai. Any
7 websites that Briver identifies will fall within the definition of Briver Websites for
8 purposes of this Judgment.
- 9 b. Briver’s “image-processing API” and affiliate program, as described on the
10 websites, including the source of Briver’s API, whether Briver shares its API with
11 other websites that offer similar services, the names of any websites with which
12 Briver shares its API, and the names and contact information of any persons who
13 operate such websites.
- 14 c. A summary and explanation of the underlying technology porngen.art and
15 undresser.ai utilize to convert clothed images into nudified images (i.e., the specific
16 model used and any training data).
- 17 d. The names of any other individuals and/or companies your clients are aware of who
18 run similar sites, particularly any located in California

19 **VI. REPORTING**

20 17. Within fourteen (14) days of the Effective Date, and on an annual basis thereafter for
21 five (5) years, an authorized representative of Briver will submit an attestation of compliance under
22 penalty of perjury confirming that Briver:

- 23 a. does not own, operate, or aid and abet the operation of any website that uses artificial
24 intelligence (“AI”) models to convert clothed images of identifiable individuals into
25 nude or sexually explicit images of those individuals;
- 26 b. has not transferred ownership of the Briver Websites to any other person or entity;
- 27
- 28

1 c. continue to maintain the registration of the Briver Websites in an inactive status such
2 that they not resolve in the DNS.

3 18. Each attestation shall be accompanied by documentary evidence demonstrating that the
4 Briver Websites remain registered to Briver or an affiliated individual or entity and remain in an
5 inactive status. Each attestation shall be submitted to the People in accordance with the procedures for
6 providing notice in Paragraph 47 below. In the event that the attestation is not received in a timely
7 manner, the People shall provide notice to Briver, and Briver shall have fourteen (14) days to cure the
8 failure after such notice is received, and any failure by Briver to submit such attestation shall not be
9 considered a violation of this order until said fourteen (14) days have elapsed.

10 **VII. CIVIL PENALTIES**

11 19. The Court hereby enters judgment in the People's favor and against Briver in the
12 amount of \$100,000 in civil penalties.

13 20. It is stipulated that the \$100,000 paid by Briver under this Judgment constitutes civil
14 penalties pursuant to Business and Professions Code sections 17200 *et seq.*

15 21. Within thirty (30) days of the Effective Date, Briver shall pay the San Francisco City
16 Attorney's Office \$50,000. Briver shall subsequently make five payments of \$10,000 on each of the
17 following dates: July 1, 2025; August 1, 2025; September 1, 2025; October 1, 2025; and November 1,
18 2025.

19 22. If the San Francisco City Attorney fails to receive payment from Briver within one
20 business day of the deadlines set forth in Paragraph 21 ("Default Date"), above, the entire civil
21 penalties amount of \$100,000 shall become immediately due, payable, and collectible without
22 demand, notice or legal process of any kind. Interest at a rate of 10% per annum shall accrue on any
23 unpaid balance of the \$100,000 as of the Default Date and shall continue until the Judgment (and all
24 accrued interest) is paid in full.

25 23. Briver shall submit payments by wire transfer pursuant to instructions provided by the
26 San Francisco City Attorney.

1 **VIII. INSPECTION**

2 24. Briver agrees to permit representatives of the San Francisco City Attorney's Office to
3 inspect domain registration and related records of Briver and any affiliated individual or entity upon
4 reasonable request, solely in order to determine compliance with the terms of this Judgment and for no
5 other purpose.

6 **IX. JOINT AND SEVERAL LIABILITY**

7 25. The Parties agree that the obligations arising out of this Judgment shall rest jointly and
8 severally with Briver LLC as well as its successors, agents, representatives, owners, managers,
9 directors, officers, and any affiliated persons or entities as of August 14, 2024.

10 **X. ENFORCEMENT**

11 26. This Judgment, including the requirements set forth in sections IV, V, and VI are
12 subject to enforcement pursuant to Business and Professions Code section 17207 and Code of Civil
13 Procedure section 680.010 *et seq.* If the Court finds after regularly-noticed motion and hearing that
14 Briver has violated the terms of the Judgment, the People shall be entitled to civil penalties, reasonable
15 attorney's fees and costs incurred in enforcing the Judgment and/or monitoring Briver's compliance
16 herewith, and additional injunctive relief as appropriate.

17 27. The failure of the People to enforce any provision of this Judgment shall in no way be
18 deemed a waiver of such provision or in any way affect the validity of the Judgment. The failure of
19 the People to enforce any such provision shall not preclude the People from later enforcing the same or
20 any other provision of this Judgment. No oral advice, guidance, suggestion, or comments by the
21 People's employees or officials regarding matters covered by this Judgment shall be construed to
22 relieve Briver of its obligations.

23 **XI. RELEASE OF CLAIMS**

24 28. The People's Release of Claims: Except for the obligations set forth in this Judgment,
25 the People and their respective agents and attorneys hereby release and discharge Briver from any and
26 all claims, demands, lawsuits, judgments, accounts, expenses, obligations, and causes of action, known
27 or unknown, suspected or unsuspected, hidden or concealed, which the People may have or claim to
28

1 have against Briver (including its successors, agents, representatives, owners, managers, directors,
2 officers, and any affiliated persons or entities) through the Effective Date arising out of or relating to,
3 in whole or in part, any of the allegations, acts, omissions, transactions, events, types of conduct or
4 matters alleged, or which could have been alleged or referred to, related to this Litigation.

5 29. Claims Not Released: The Parties understand that the People are providing a specific
6 release of claims at issue in the Litigation and not a general release of all claims. The People's
7 Release of Claims does not release Briver from claims beyond the City Attorney's authority to
8 prosecute on behalf of the People. For example, the People's Release of Claims does not include
9 municipal or state tax claims or liabilities, claims of criminal liability, any claim or liability of any
10 nature not encompassed in the conduct alleged in the Second Amended Complaint, any violations of
11 law occurring after the date this Judgment is entered, or any other claim except as expressly specified
12 herein. The People do not waive any claims of any individuals whose images have been processed
13 using Briver's websites, including porngen.art and undresser.ai.

14 30. Briver's Release of Claims: Except for the obligations set forth in this Judgment, Briver
15 hereby releases and discharges the People, the City Attorney, and the City Attorney's Office, and their
16 respective agents, attorneys, predecessors, successors, partners, affiliates, directors, officers,
17 employees, and subsidiaries ("People Released Parties"), from any and all claims, demands, lawsuits,
18 judgments, accounts, expenses, obligations, and causes of action whatsoever, known or unknown,
19 suspected or unsuspected, hidden or concealed, which Briver may have or claim to have against the
20 People Released Parties, through the Effective Date, that could have been alleged or referred to,
21 related in whole or in part to this Litigation.

22 **XII. TAXES**

23 31. The Parties make no representation or warranty as to any tax consequences of the
24 amounts to be paid under this Judgment.

25 32. Briver is solely responsible for any tax implications related to Briver's payment of civil
26 penalties under this Judgment.

1 33. Briver acknowledges that applicable law requires Briver to furnish its federal taxpayer
2 identification number(s) to the People for inclusion on IRS Form 1098-F and that Briver may be
3 subject to a penalty for failure to furnish taxpayer identification number(s). Briver agrees to furnish
4 such number(s) by providing the People completed IRS Form(s) W-9, Request for Taxpayer
5 Identification Number and Certification.

6 34. Briver further agrees to provide such other information as may be requested by the
7 People to enable the People to comply with any reporting requirements for payments made pursuant to
8 this Judgment that are imposed by applicable law.

9 **XIII. FEES AND COSTS**

10 35. Except as otherwise provided in this Judgment, the Parties mutually waive any and all
11 claims to attorney's fees, costs, and any other expenses associated with the matters being settled in this
12 Judgment, including expenses associated with negotiation, preparation, and execution of this
13 Judgment.

14 **XIV. MATERIAL INACCURACIES OR MISREPRESENTATIONS**

15 36. Briver acknowledges that the People's agreement to the resolution of this matter as set
16 forth in this Judgment is made in reliance on the accuracy of information and records provided by
17 Briver to the People.

18 37. Later discovery that the information and records provided by Briver are materially
19 inaccurate and/or intentionally false shall be grounds for this Court, upon a motion supported by
20 adequate proof, to modify this Judgment, including but not limited to the civil penalties amount in a
21 manner proportional to the material inaccuracy or misrepresentation, or accelerating the payment
22 schedule.

23 **XV. ADDITIONAL TERMS**

24 38. This Court retains jurisdiction of this matter for purposes of construction, modification,
25 and enforcement of this Judgment.

26 39. The Parties specifically warrant and represent that they each have full authority to enter
27 into this Judgment and the full scope of promises, releases, and covenants set forth and on behalf of
28

1 the entity they each represent. The signatories for Briver specifically warrants and represents that they
2 are authorized to enter into this agreement and bind Briver LLC and any successors, agents,
3 representatives, employees, members, owners, managers, and any and all affiliated persons or entities
4 of Briver LLC both prior to and subsequent to the dissolution of the LLC. No Party will assert that its
5 signatory did not have authority to bind the Party.

6 40. The Parties acknowledge that they are familiar with the provisions and consequences of
7 this Judgment and have had sufficient time and opportunity to consult with counsel with respect to this
8 Judgment. The Parties further acknowledge that they understand the terms of this Judgment and
9 believe that the terms of this Judgment are in the Parties' best interests. The signatories for the Parties
10 knowingly and of their own free will stipulate to the terms of this Judgment.

11 41. The Parties acknowledge and agree that each Party and counsel for each Party has
12 reviewed and revised this Judgment and that any rule of construction to the effect that ambiguities are
13 to be resolved against the drafting Party shall not apply in an interpretation of this Judgment or any
14 amendment or exhibit hereto.

15 42. This Judgment shall constitute and contain the entire agreement and understanding
16 between the Parties and supersedes and replaces all prior negotiations and agreements proposed or
17 otherwise, whether written or oral, concerning the subject matter of this Judgment. No other
18 agreement, statement, or promise made by any Party not contained herein shall be binding or valid.

19 43. This Judgment may be modified only by the Court, upon noticed motion, or upon
20 written consent by the Parties and approval of the Court.

21 44. This Judgment shall be governed by, construed, and enforced in accordance with, the
22 laws of the State of California, without giving effect to its principles of conflicts of laws.

23 45. This Judgment may be executed by electronic (e.g. pdf or DocuSign) signatures in
24 separate counterparts and once executed shall constitute one agreement which shall be binding on all
25 Parties hereto, notwithstanding the signatures of the Parties' designated representatives do not appear
26 on the same page and/or are not original signatures.

1 46. In the event that any provision of this Judgment, or part thereof, shall for any reason be
2 held to be unenforceable, invalid, or contrary to public policy or any law, and the remaining valid
3 portions of the Judgment, if enforced, will carry out the Parties' intentions as reflected herein to
4 release the claims released in exchanged for the consideration described, the whole Judgment shall not
5 be invalidated but, instead, the Judgment shall be construed as if it did not contain the unenforceable
6 or invalid portion.

7 47. Any notice provided in connection with this Judgment shall be (i) in writing, and
8 (ii) transmitted by email to each of the appropriate email addresses set forth immediately below. A
9 Party may change the email address below by providing notice to the other Parties according to this
10 section:

11 **a. Notice to Briver:**

12 Keith G. Adams (kadams@mpbf.com)
13 Thomas Mazzucco (tmazzucco@mpbf.com)
14 MURPHY PEARSON BRADLEY & FEENEY
15 550 California Street, 14th Floor
16 San Francisco, California 94104


17 **b. Notice to the People:**

18 David Louk (david.louk@sfcityatty.org)
19 Miguel Gradilla (miguel.gradilla@sfcityatty.org)
20 Karun A. Tilak (karun.tilak@sfcityatty.org)
21 Affirmative Litigation Inbox (affirmlit.inbox@sfcityatty.org)
22 San Francisco City Attorney's Office
23 1390 Market Street, 7th Floor,
24 San Francisco, CA 94102

25 48. The Parties shall execute and deliver any additional papers, documents, and other
26 assurances, and shall do any other acts reasonably necessary to perform their obligations under this
27 Judgment and to carry out its expressed intent.

28 **SO STIPULATED:**

DATED: May 28, 2025



YVONNE R. MERÉ on behalf of *Plaintiff*
PEOPLE OF THE STATE OF CALIFORNIA,
acting by and through San Francisco City Attorney DAVID CHIU

1 DATED:

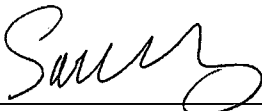
2 _____
YUANNAN CAI on behalf of BRIVER

3
4 DATED:

5 _____
6 XIULU YUAN on behalf of BRIVER

7 Approved as to Form:

8 DATED: May 27, 2025

9 
10 _____
SARA J. EISENBERG
11 Attorney for *Plaintiff*
PEOPLE OF THE STATE OF CALIFORNIA,
12 acting by and through San Francisco City Attorney DAVID CHI

13 DATED:

14 _____
KEITH ADAMS
15 Counsel for BRIVER

16
17 **IT IS SO ORDERED:**

18 DATED:

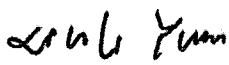
19 _____
20 Hon. Ethan P. Schulman
21 Judge of the Superior Court

1 DATED: 05/27/2025



2 YUANNAN CAI on behalf of BRIVER

3
4 DATED: 05/26/2025



5 XIULU YUAN on behalf of BRIVER

6
7 Approved as to Form:

8 DATED:

9
10 SARA J. EISENBERG
11 Counsel for THE CITY ATTORNEY OF THE CITY
AND COUNTY OF SAN FRANCISCO

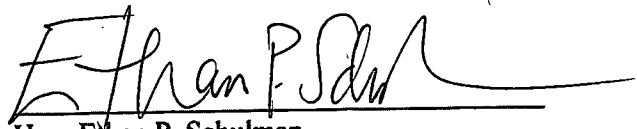
12 DATED:



13
14 KEITH ADAMS
15 Counsel for BRIVER

16
17 IT IS SO ORDERED:

18 DATED: 5/29/2025



19
20 Hon. Ethan P. Schulman
21 Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE

(CCP sec. 1010.6(6) & CRC 2.260(g))

I, Edward Santos, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On MAY 30 2025 I electronically served:

STIPULATED FINAL JUDGMENT AND PERMANENT INJUNCTION

via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Date:

MAY 30 2025

Brandon E. Riley, Court Executive Officer

By: Edward J. Santos

Edward Santos, Deputy Clerk