

1 KARIN G. PAGNANELLI (174763)
kgp@msk.com
2 MARC E. MAYER (190969)
mem@msk.com
3 DANIEL A. KOHLER (285501)
dxk@msk.com
4 MITCHELL SILBERBERG & KNUPP LLP
11377 West Olympic Boulevard
5 Los Angeles, California 90064-1683
Telephone: (310) 312-2000
6 Facsimile: (310) 312-3100
7 Attorneys for Plaintiff
Blizzard Entertainment, Inc.
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Christopher W. Arledge (200767)
2 carledge@onellp.com
3 Peter R. Afrasiabi (193336)
4 pafrasiabi@onellp.com
5 ONE LLP
6 4000 MacArthur Boulevard
7 West Tower, Suite 1100
8 Newport Beach, California 92660
9 Telephone: (949) 502-2870
10 Facsimile: (949) 258-5081

11 Attorneys for Defendants
12 Ceiling Fan Software, LLC, Brian
13 Becker, and -----

Lance C. Venable (Pro Hac Vice)
lancev@vclmlaw.com
VENABLE, CAMPILLO, LOGAN &
MEANEY, P.C
1938 East Osborn Road
Phoenix, Arizona 85016
Telephone: (602) 631-9100
Facsimile: (602) 631-4529

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

28
Mitchell
Silberberg &
Knupp LLP

5603188.1

1 BLIZZARD ENTERTAINMENT, INC.,,
a Delaware Corporation,

2 Plaintiff,

3 v.

4 CEILING FAN SOFTWARE, LLC, an
5 Ohio Limited Liability Company;
6 BRIAN BECKER, an individual; ----- --
----, an individual; and DOES 1 through
10,

7 Defendants.
8
9

CASE NO. 12-0144 JVS (JPRx)

Honorable James V. Selna

**STIPULATION FOR ENTRY OF
JUDGMENT AND PERMANENT
INJUNCTION**

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

1 Plaintiff Blizzard Entertainment, Inc. (“Blizzard”) and Defendants Ceiling
2 Fan Software, LLC, Brian Becker, and ----- (“Defendants”) (collectively, the
3 “Parties”), by and through their respective counsel of record, hereby stipulate to an
4 order for entry of judgment and permanent injunction as follows:

5
6 1. Judgment will be entered against Defendants for \$7,000,000.

7
8 2. Defendants and all persons acting under Defendants’ direction,
9 supervision, and/or control (including but not limited to Defendants’ agents,
10 representatives and employees), will immediately and permanently cease and
11 desist from:

12
13 A. Selling, reselling, distributing, reproducing, sharing, transferring,
14 processing payments for, licensing, activating, or otherwise
15 disseminating or making available to the public in any manner
16 (directly or indirectly) the software programs known as “Pocket
17 Gnome,” “Pocket Goblin,” “Shadow Bot,” “Shadow Goblin” or any
18 “bot,” hack, “cheat” or other software product whose use violates
19 Blizzard’s Battle.net, World of Warcraft, or other Terms of Use
20 (“ToU”) or End-User License Agreement (“EULA”) (collectively,
21 “the Software”);

22
23 B. Developing, creating, modifying, updating, testing, or patching the
24 Software;

25
26 C. Obtaining, possessing, accessing, or using the Software;

1 D. Operating, hosting, serving, or linking to any website designed to
2 provide information to assist others in developing, obtaining, or using
3 any product whose use violates Blizzard's ToU or EULA, including
4 but not limited to the Software;

5
6 E. Knowingly assisting, facilitating, or enabling any persons or entities,
7 directly or indirectly, to engage in any of the activities prohibited by
8 the foregoing Paragraphs 2(A) through 2(D); and

9
10 F. Investing or holding any financial interest in any enterprise that
11 Defendants know is now, or planning in the future, to engage in any
12 of the activities prohibited by the foregoing Paragraphs 2(A) through
13 2(D).

14
15 3. Defendants will take all necessary steps to immediately disable, and
16 deactivate all active licenses for, the Software.

17
18 4. Defendants, and all persons under Defendants' direction, supervision,
19 and/or control are prohibited from transferring or assigning the Software or its
20 source code, to any individual or entity other than Blizzard, including by making
21 available or uploading the software to Google Code, or otherwise "open sourcing"
22 the source code for the Software.

23
24 5. Defendants irrevocably and fully waive notice of entry of the
25 Judgment and Permanent Injunction and notice and service of the entered
26 Judgment and Permanent Injunction and understand, confirm, and agree that
27 violation of the Permanent Injunction will expose Defendants to all penalties
28 provided by law, including contempt of Court.

mem 10/10/13 8:21 AM

Deleted: Blizzard's ToU or EULA;

mem 10/10/13 8:21 AM

Deleted: Blizzard's ToU or EULA.

1
2 6. If Defendants proceed with, and are successful in an appeal of any
3 issues based on this judgment as to liability or damages, Blizzard will not assert
4 that the Defendants waived any rights to oppose Blizzard's motions in limine
5 including the motion to exclude the Defendants' expert witness.

6
7 7. Nothing contained in this Judgment will limit the right of Blizzard to
8 seek relief, including without limitation, damages, for all violations of Blizzard's
9 TOU and EULA by Defendants occurring after the date of this Judgment.

10
11 8. Any company or entity that Defendants own or operate in the future
12 will also comply with the provisions of this Judgment and Permanent Injunction.

13
14 9. This Permanent Injunction will be deemed to have been served upon
15 Defendants at the time of its execution by the Court.

16
17 10. The Court finds there is no just reason for delay in entering this
18 Judgment and Permanent Injunction and, under the Federal Rule of Civil
19 Procedure 54(a), the Court directs immediate entry of this Judgment and
20 Permanent Injunction against Defendants.

21
22 11. The Court will retain jurisdiction of this action to entertain any further
23 proceedings and to enter any further orders as may be necessary or appropriate to
24 implement and enforce the provisions of this Judgment and Permanent Injunction.

25
26 IT IS SO STIPULATED.

1 DATED: October 16, 2013

MITCHELL SILBERBERG & KNUPP LLP

2

By: /s/ Marc E. Mayer

3

Marc E. Mayer

4

Attorneys for Plaintiff

5

Blizzard Entertainment, Inc.

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28 Mitchell
Silberberg &
Knupp LLP

5603188.1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: October 16, 2013

VENABLE, CAMPILLO, LOGAN &
MEANEY, P.C.

By: /s/ Lance. C. Venable
Lance C. Venable
Attorneys for Defendants

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

Attestation Regarding Signatures

I, Marc E. Mayer, attest that all signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

DATED: October 16, 2013

/s/ Marc E. Mayer
Marc E. Mayer

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

Mitchell
Silberberg &
Knupp LLP

5603188.1