

1 William C. Rava (*pro hac vice*)
 2 WRava@perkinscoie.com
 3 Holly M. Simpkins (*pro hac vice*)
 4 HSimpkins@perkinscoie.com
 5 PERKINS COIE LLP
 1201 Third Avenue, Suite 4900
 6 Seattle, WA 98101
 Telephone: 206.359.8000
 Facsimile: 206.359.9000

6 Lauren B. Cohen, Bar No. 285018
 LCohen@perkinscoie.com
 7 PERKINS COIE LLP
 3150 Porter Drive
 8 Palo Alto, CA 95130
 Telephone: 650.838.4300
 9 Facsimile: 650.838.4350
 Attorneys for Plaintiffs

10 EPIC GAMES, INC. and EPIC GAMES
 11 INTERNATIONAL S.À.R.L.

12 UNITED STATES DISTRICT COURT
 13 NORTHERN DISTRICT OF CALIFORNIA

15 EPIC GAMES, INC., a Maryland
 corporation; and EPIC GAMES
 16 INTERNATIONAL S.À.R.L., a
 Luxembourg Société à Responsabilité
 17 Limitée,

18 Plaintiffs,

19 v.

20 PHILIP JOSEFSSON, an individual; and
 21 ARTEM YAKOVENKO, an individual,

22 Defendants.

Case No. 17-cv-05961-HSG

**FINAL JUDGMENT AND PERMANENT
 INJUNCTION**

1 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

2 1. This is an action for copyright infringement; contributory copyright infringement;
3 trademark infringement; false designation of origin; breach of contract; and California unfair
4 competition.

5 2. Defendant Philip Josefsson (“Josefsson”), a resident of Gothenburg, Sweden,
6 submitted to the jurisdiction of this Court by submitting a counter notification consenting to the
7 jurisdiction of this district under the Digital Millennium Copyright Act, 17 U.S.C. § 512.

8 3. This Court has jurisdiction over Plaintiffs Epic Games, Inc. and Epic Games
9 International, S.À.R.L. (collectively “Epic”) and Josefsson as well as the subject matter at issue in
10 this action.

11 4. This Final Judgment and Permanent Injunction, the Stipulation for Entry of Final
12 Judgment and Permanent Injunction, and the Settlement Agreement have been translated into
13 Swedish and Josefsson acknowledges that he has reviewed these documents and understands their
14 meaning and effect.

15 5. Epic alleges that Josefsson created, developed, and/or wrote a software cheat for
16 Fortnite’s Battle Royale game mode; Josefsson then created and posted several videos on
17 YouTube to advertise, demonstrate, and distribute his cheat; Josefsson’s videos feature Epic’s
18 FORTNITE mark and full screen gameplay using the cheat; the derivative works created by
19 Josefsson’s cheat also contain the FORTNITE mark; and Josefsson intentionally induces others to
20 infringe the FORTNITE mark by distributing his cheat.

21 6. **Judgment.** Based on the Parties’ stipulation, judgment is entered in favor of the
22 Epic and against Josefsson on the following causes of action: copyright infringement,
23 contributory copyright infringement, trademark infringement, false designation of origin, breach
24 of contract, and California unfair competition.

25 7. **Permanent Injunction.** Philip Josefsson along with his agents, representatives,
26 partners, joint venturers, servants, employees, and all those persons or entities acting in concert or
27 participation with him, shall be and hereby are PERMANENTLY ENJOINED and restrained
28 from:

- 1 a) imitating, copying, or making any other infringing use or infringing
2 distribution of Fortnite or any other works now or hereafter protected by any
3 copyright owned by Epic;
- 4 b) creating, writing, developing, advertising, promoting, and/or distributing
5 anything that infringes Epic's works now or hereafter protected by any copyright
6 owned by Epic;
- 7 c) engaging in any other activity that constitutes an infringement of any of
8 Epic's copyrights, or of Epic's rights in, or right to use or exploit, its copyrights;
- 9 d) unfairly competing with Epic in any manner whatsoever;
- 10 e) cheating in any game, now existing or that is created in the future,
11 developed or published by Epic or its corporate affiliates; and
- 12 f) assisting, aiding, or abetting any other person or entity in engaging in or
13 performing any of the activities referenced in paragraphs 7(a) through 7(e) above.

14 8. **Future Claims Unaffected.** Nothing in this Final Judgment and Permanent
15 Injunction precludes Epic or Josefsson from asserting any claims or rights that arise solely after
16 Josefsson's stipulation to this Final Judgment and Permanent Injunction or that are based upon
17 any breach of, or the inaccuracy of, any representation or warranty made by Josefsson in the
18 Stipulation for Entry of Final Judgment and Permanent Injunction, the Final Judgment and
19 Permanent Injunction or the Settlement Agreement reached by the Parties.

20 9. **Claims Against Third Parties Unaffected.** Nothing in this Final Judgment and
21 Permanent Injunction precludes Epic or Josefsson from asserting any claims or rights as against
22 any third party.

23 10. **Non-Appealability.** This Final Judgment and Permanent Injunction is final and
24 may not be appealed by either party.

25 11. **Rule 65(d).** Josefsson waives any objection under Federal Rule of Civil Procedure
26 65(d) (pertaining to injunctions) to paragraph 7 above.

27 12. **Dismissal.** The claims in this action against Josefsson are dismissed with
28 prejudice.


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13. **Fees and Costs.** Each party shall bear its own attorneys' fees and costs.

14. **Retention of Jurisdiction.** The Court shall retain jurisdiction to enforce this Final Judgment and Permanent Injunction.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED this 6th day of December, 2017


Judge Haywood S. Gilliam, Jr.
DISTRICT COURT JUDGE