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 TICKETMASTER L.L.C.

8
 9 UNITED STATES DISTRICT COURT
 10 FOR THE CENTRAL DISTRICT OF CALIFORNIA

11 TICKETMASTER L.L.C., a Virginia
 12 limited liability company,

13 Plaintiff,

14 vs.

15 JOSEPH SHALOM, MICHAEL
 SILVERMAN, MARCUS CLIETT,
 16 MAX SHALAM, RODNEY JORDAN,
 JERRY HIMER, MICHAEL
 17 FRATIANNI, EZRA AZIZO, JOSEPH
 HOGAN, SVETLANA MINGAEVA,
 18 BENG SWEET, JR., and DOES 1
 through 10, inclusive,

19 Defendants.
 20

Case No. CV-13-3035 ABC (JCx)

Hon. Audrey B. Collins

**~~STIPULATION AND ORDER RE:~~
 PERMANENT INJUNCTION
 AND DISMISSAL WITH
 PREJUDICE AS TO SHALOM**

1 WHEREAS, plaintiff Ticketmaster L.L.C. (“Ticketmaster”) and defendant
2 Joseph Shalom (“Shalom”) have entered into a settlement agreement, including
3 terms providing for the release of claims between them.

4 WHEREAS, Shalom has consented to allow the entry of a permanent
5 injunction against him pursuant to the terms of the settlement agreement.

6 NOW, THEREFORE, Ticketmaster and Shalom, through their respective
7 counsel, hereby stipulate to and respectfully request the Court to enter a permanent
8 injunction and dismiss all claims against Shalom with prejudice, as follows:

9 1. Shalom and all those under his direction or control or acting in concert
10 with him, including without limitation his agents, employees, successors, and
11 assigns, are permanently enjoined from:

12 a. Creating or using computer programs or automated devices to
13 search for, reserve, or purchase tickets from www.ticketmaster.com (the
14 "Website"), faster than human beings can manually enter into the Website the
15 information needed to obtain information about, reserve, or purchase tickets from
16 the Website;

17 b. Creating or using computer programs or automated devices to
18 circumvent CAPTCHA or any other software program integrated into the Website's
19 customer interface to distinguish computer programs or automated devices from
20 human customers;

21 c. Infringing any of Ticketmaster’s copyrights in the course of
22 purchasing or attempting to purchase tickets from the Website;

23 d. Exceeding web page request limits, reserve request limits, or
24 per-event ticket limits that are disclosed or otherwise posted on the Website; and

25 e. Conspiring with anyone else to engage in any of the above
26 activities.

27 2. No one subject to this injunction shall be found in violation of the
28 injunction solely because he or she has unknowingly purchased tickets from, sold

1 tickets to, or otherwise conducted business with a third party who Ticketmaster
2 alleges has or is engaged in the above proscribed activities.

3 3. Except as adjudicated herein, all claims asserted by Ticketmaster
4 against Shalom shall hereby be dismissed with prejudice. Such dismissal has no
5 effect on any claims against other defendants in this action.

6 4. Ticketmaster and Shalom shall all pay their own legal fees and costs
7 incurred in connection with this action.

8 5. This Court shall retain continuing jurisdiction over Ticketmaster and
9 Shalom to enforce this stipulation and order.

10 Dated: June 4, 2013

MANATT, PHELPS & PHILLIPS, LLP

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13 By: s/Robert H. Platt
14 Robert H. Platt
Attorneys for *Plaintiff*
TICKETMASTER L.L.C.

15
16 Dated: June 4, 2013

KINSELLA WEITZMAN ISER KUMP &
ALDISERT, LLP

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19 By: s/Lawrence Y Iser
20 Lawrence Y. Iser
Attorneys for *Defendant*
JOSEPH SHALOM

21 SO ORDERED.

22 Dated this 3 day of July, 2013

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26 United States District Judge