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JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

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

Plaintiff and
Counter-Defendant,

v.

PRESTIGE ENTERTAINMENT
WEST INC., a New York corporation,
et al.,

Defendants and
Counter-Plaintiffs.

CASE NO. 2:17-cv-07232-ODW (JCx)

FINAL JUDGMENT

The Honorable Otis D. Wright II

1 WHEREAS, plaintiff Ticketmaster L.L.C. (“Ticketmaster”) and defendants
2 Prestige Entertainment West, Inc., Renaissance Ventures LLC, Nicholas Lombardi,
3 and Steven K. Lichtman (“Defendants”) filed a Stipulated Final Judgment stating
4 that Ticketmaster and Defendants have entered into a settlement agreement that
5 provides, among other things, for the mutual release of claims, entry of a permanent
6 injunction against Defendants in accordance with the terms stated in the Stipulated
7 Final Judgment, and the dismissal of all claims against Defendants and
8 counterclaims against Ticketmaster with prejudice.

9 **IT IS HEREBY ORDERED AS FOLLOWS:**

10 1. Defendants and all those under their direction or control, including
11 without limitation Defendants’ respective current and future principals, owners,
12 officers, agents, employees, successors, and assignees (collectively, the “Prohibited
13 Parties”), to the maximum extent permitted by law, are permanently enjoined from:

14 a. Creating or using ticket bot technology to search for, reserve, or
15 purchase tickets through any Ticketmaster website or any Ticketmaster mobile
16 application (“Ticketmaster Properties”). For the avoidance of doubt, this provision
17 means that the Prohibited Parties are prohibited from:

- 18 • using automated ticket purchasing software to search for,
19 reserve, or purchase tickets via Ticketmaster Properties at rates
20 faster than human users can do so using standard or approved
21 consumer web browsing software or mobile applications
22 (including standard or approved consumer software extensions
23 such as password keychains or web form filling software); and
- 24 • circumventing any security measure, access control system, or
25 other technological control or measure on any Ticketmaster
26 website or mobile application that is used by Ticketmaster to
27 enforce posted event ticket purchasing limits or to maintain the
28 integrity of posted online ticket purchasing order rules;

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- b. Violating Ticketmaster's Terms of Use; and
- c. Conspiring with anyone else to engage in any of the above activities.

2. Except as adjudicated herein, all claims asserted by Ticketmaster against Defendants as well as all counterclaims asserted by Defendants against Ticketmaster shall hereby be dismissed with prejudice.

3. Ticketmaster and Defendants shall pay their own legal fees and costs incurred in connection with this action.


4. Ticketmaster and Defendants waive any rights to appeal the Stipulated Final Judgment and this permanent injunction.

5. This Court shall retain continuing jurisdiction over Ticketmaster and Defendants to enforce the Stipulated Final Judgment.

6. The Clerk of Court shall close the case.

IT IS SO ORDERED.

Dated: July 8, 2019



The Honorable Otis D. Wright II
United States District Judge