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UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

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

Plaintiff,

vs.

PRESTIGE ENTERTAINMENT  
WEST, INC., a California corporation,  
RENAISSANCE VENTURES LLC, a  
Connecticut limited liability company,  
NICHOLAS LOMBARDI, STEVEN K.  
LICHTMAN, FAST SOFTWARE  
SOLUTIONS, LLC, a Nevada limited  
liability company, DOES 1 through 6,  
inclusive, and DOES 8 through 10,  
inclusive,

Defendants.

Case No. 17-cv-07232-ODW(JC)

Hon. Otis D. Wright

**~~PROPOSED~~ ORDER RE:  
PERMANENT INJUNCTION  
AND DISMISSAL WITH  
PREJUDICE AS TO FAST  
SOFTWARE  
SOLUTIONS,LLC ONLY  
[81]**

1           WHEREAS, plaintiff Ticketmaster L.L.C. (“Ticketmaster”) and defendant  
2 Fast Software Solutions, LLC (“Fast”) filed a stipulation stating that Ticketmaster  
3 and Fast have entered into a settlement agreement that provides, among other things,  
4 for the mutual release of claims, entry of a permanent injunction against Fast in  
5 accordance with the terms stated in the stipulation, and the dismissal of all claims  
6 against Fast with prejudice.

7           IT IS HEREBY ORDERED AS FOLLOWS:

8           1.     Fast and all those under its direction or control or acting in concert with  
9 it, including without limitation Fast’s principals, owners, agents, employees,  
10 successors, and assigns, are permanently enjoined from:

11           a.     Creating or using computer programs or automated devices to  
12 search for, reserve, or purchase tickets through [www.ticketmaster.com](http://www.ticketmaster.com) (the  
13 “Website”) or the Ticketmaster mobile application (the “App”), faster than human  
14 beings can manually enter into the Website or App the information needed to obtain  
15 information about, reserve, or purchase tickets through the Website or App;

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

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

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

24           e.     Creating or maintaining at any one time multiple Ticketmaster  
25 accounts, or creating or maintaining at any time Ticketmaster accounts containing  
26 false or fake information; and

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1 f. Conspiring with anyone else to engage in any of the above  
2 activities.

3 2. No one subject to this injunction shall be found in violation of the  
4 injunction solely because he or she has unknowingly purchased tickets from, sold  
5 tickets to, or otherwise conducted business with a third party who Ticketmaster  
6 alleges has or is engaged in the above proscribed activities.

7 3. Except as adjudicated herein, all claims asserted by Ticketmaster against  
8 Fast shall hereby be dismissed with prejudice.

9 4. Ticketmaster and Fast shall all pay their own legal fees and costs  
10 incurred in connection with this action.

11 5. This Court shall retain continuing jurisdiction over Ticketmaster and  
12 Fast to enforce this stipulation and the proposed order.

13 **IT IS SO ORDERED.**

14  
15 November 6, 2018



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**OTIS D. WRIGHT, II**  
**UNITED STATES DISTRICT JUDGE**

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