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8 UNITED STATES DISTRICT COURT
 9 CENTRAL DISTRICT OF CALIFORNIA
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11 BLIZZARD ENTERTAINMENT, INC.
 12 a Delaware Corporation,
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 Blizzard,
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 v.
 15 MICHAEL VANKUIPERS a/k/a
 "Perma" or "Permaphrost," an
 16 individual; MICHAEL SIMPSON a/k/a
 Matt Cooper, a/k/a Cranix" and
 17 "Cranyx"; JOHN ROE a/k/a
 "linuxawesome" and DOES 1 through
 18 10, inclusive.
 19 Defendants.

CASE NO. 8:CV 10-1495 CJC (MLGx)
 The Honorable Cormac J. Carney
**[PROPOSED] CONSENT
 JUDGMENT**

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1 Plaintiff Blizzard Entertainment, Inc. (“Blizzard”) and Defendant Michael
2 VanKuipers (“Defendant”) having entered into a Stipulation for Entry of Judgment
3 and the Court having entered an Order thereon,
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5 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

6 1. Blizzard alleges that Defendant engaged in copyright infringement,
7 inducement to infringe copyrights, contributory copyright infringement, vicarious
8 copyright infringement, breach of contract, and intentional interference with
9 contractual relations.

10 2. Defendant does not contest his liability for copyright infringement,
11 inducement to infringe copyrights, contributory copyright infringement, vicarious
12 copyright infringement, breach of contract, and intentional interference with
13 contractual relations.

14 3. Defendant and his agents, employees, representatives, licensees,
15 transferees, and all persons acting in concert or participation with them, at
16 Defendant’s direction or control shall, whether in the United States, Canada, or any
17 other country, immediately and permanently cease and desist from:

- 18 A. infringing Blizzard’s copyrighted works, including without limitation,
19 the development, sale and/or distribution of software products
20 designed to modify or hack online computer games, including without
21 limitation StarCraft II (the “Hacks”) (the Hacks shall include, without
22 limitation, “[Undetected] Perma’s Starcraft II Maphack,” “Havok,”);
- 23 B. inducing or contributing to third party infringements of Blizzard’s
24 copyrighted works;
- 25 C. intentionally interfering with Blizzard’s contracts with players; and
- 26 D. violating the StarCraft II End User License Agreement and Battle.net
27 Terms of Use.

1 4. Defendant shall to shut down the Hacks and any colorable copy
2 thereof, hosted at any domain, address, location, or ISP within the jurisdiction of
3 this Court.

4 5. Defendant shall deliver to Blizzard all copies of materials that infringe
5 or violate any of Blizzard's rights described herein.

6 6. Defendant shall provide Blizzard with an accounting of any and all
7 sales of products or services that infringe or violate any of Blizzard's rights
8 described herein.

9 7. Defendant shall destroy all digital files representing any Hacks that
10 are currently in its possession, custody, or control. Defendant shall provide
11 Blizzard with a sworn statement within five days after the entry of the Consent
12 Judgment certifying its compliance with this provision.

13 8. Absent the prior written consent of Blizzard or its designee,
14 Defendant shall not publicly release, distribute, sell, transfer or give away, for
15 consideration or otherwise, any software, source code, object code, technology,
16 domain name(s), trademark(s), brand(s), goodwill or any other property of any
17 kind, in whole or in part, which is in any way related to the Hacks, including
18 without limitation, by posting such materials on an internet web page or by
19 offering such materials over any peer-to-peer or file-trading network or any other
20 medium.

21 9. Any company or entity that Defendant owns or operates in the future
22 shall also comply with the provisions of this Consent Judgment.

23 10. Defendant irrevocably and fully waives notice of entry of the Consent
24 Judgment and notice and service of the entered Consent Judgment and
25 understands, confirms, and agrees that violation of the Consent Judgment will
26 expose Defendant to all penalties provided by law, including contempt of Court.

27 11. Defendant irrevocably and fully waives any and all rights to appeal
28 the Consent Judgment, to have it vacated or set aside, to seek or obtain a new trial

1 thereon, or otherwise to attack in any way, directly or collaterally, its validity or
2 enforceability.

3 12. Nothing contained in the Consent Judgment shall limit the right of
4 Blizzard to seek relief, including without limitation, damages, for any and all
5 infringements by Defendant of the Blizzard's copyrighted works occurring after
6 the date Defendant executes the Stipulation for Entry of Judgment.

7 13. This Consent Judgment shall be deemed to have been served upon
8 Defendant at the time of its execution by the Court.

9 14. The Court finds there is no just reason for delay in entering this
10 Consent Judgment and, pursuant to Federal Rule of Civil Procedure 54(a), the
11 Court directs immediate entry of this Consent Judgment against Defendant.

12 15. The Court shall retain jurisdiction of this action to entertain such
13 further proceedings and to enter such further orders as may be necessary or
14 appropriate to implement and enforce the provisions of this Consent Judgment.

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16 Dated: April 20, 2011



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The Honorable United States District
Judge Cormac J. Carney

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Submitted by:

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DATED: _____, 2011

MITCHELL SILBERBERG & KNUPP LLP
MARC E. MAYER
JILL P. RUBIN

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By: /s/ Marc E. Mayer

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Marc E. Mayer
Attorneys for Plaintiff
Blizzard Entertainment, Inc.

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