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6 Attorneys for Plaintiff
 Blizzard Entertainment, Inc.
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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,

13 Blizzard,

14 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. SACV 10-1495-CJC
 (MLGx)

The Honorable Cormac J. Carney

~~PROPOSED~~ CONSENT
JUDGMENT

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1 Plaintiff Blizzard Entertainment, Inc. (“Blizzard”) and Defendant John Roe
2 a/k/a “linuxawesome” (“Defendant”) having entered into a Stipulation for Entry of
3 Judgment 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.
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11 2. Defendant and all persons acting under Defendant’s direction or
12 control (including but not limited to his agents, representatives and employees),
13 shall, whether in the United States, Peru or any other country, immediately and
14 permanently cease and desist from:
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16 A. infringing Blizzard’s copyrighted works, including without limitation,
17 the development, sale and/or distribution of software products
18 designed to modify or hack StarCraft II or any other of Blizzard’s
19 copyrighted works (the “Contested Software”) (the Contested
20 Software shall include, without limitation, the “Open Source External
21 Map Hack for SC2 1.1”);
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23 B. inducing or contributing to third party infringements of Blizzard’s
24 copyrighted works;
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26 C. intentionally interfering with Blizzard’s contracts with players; and

27 D. violating the StarCraft II End User License Agreement and Battle.net
28 Terms of Use.

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3. Defendant shall take down the Contested Software and any colorable copy thereof, hosted at any domain, address, location, or ISP within his control.

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

5. Defendant shall provide Blizzard with an accounting of any and all sales of products or services that infringe or violate any of Blizzard’s rights described herein.

6. Defendant shall destroy all digital files representing any Contested Software that are currently in his possession, custody, or control. Defendant shall provide Blizzard with a sworn statement within five days after the entry of the Consent Judgment certifying his compliance with this provision.

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

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

1 9. Defendant irrevocably and fully waives notice of entry of the Consent
2 Judgment and notice and service of the entered Consent Judgment and
3 understands, confirms, and agrees that violation of the Consent Judgment will
4 expose Defendant to all penalties provided by law, including contempt of Court.
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6 10. Defendant irrevocably and fully waives any and all rights to appeal
7 the Consent Judgment, to have it vacated or set aside, to seek or obtain a new trial
8 thereon, or otherwise to attack in any way, directly or collaterally, its validity or
9 enforceability.
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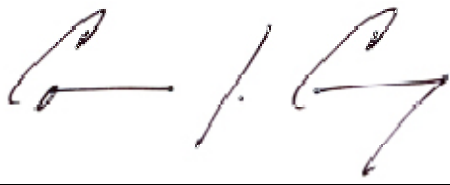
11 11. Nothing contained in the Consent Judgment shall limit the right of
12 Blizzard to seek relief, including without limitation, damages, for any and all
13 infringements by Defendant of the Blizzard's copyrighted works occurring after
14 the date Defendant executes the Stipulation for Entry of Judgment.
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16 12. This Consent Judgment shall be deemed to have been served upon
17 Defendant at the time of its execution by the Court.
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19 13. The Court finds there is no just reason for delay in entering this
20 Consent Judgment and, pursuant to Federal Rule of Civil Procedure 54(a), the
21 Court directs immediate entry of this Consent Judgment against Defendant.
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23 14. The Court shall retain jurisdiction of this action to entertain such
24 further proceedings and to enter such further orders as may be necessary or
25 appropriate to implement and enforce the provisions of this Consent Judgment.
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Dated: August 19, 2011

The Honorable United States District
Judge Cormac J. Carney

Submitted by:

DATED: August 18, 2011

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

By: /s/ Marc E. Mayer

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