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9 ZYNGA GAME NETWORK INC.

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12 UNITED STATES DISTRICT COURT  
13 NORTHERN DISTRICT OF CALIFORNIA  
14 SAN FRANCISCO DIVISION  
15

16 ZYNGA GAME NETWORK INC.

CASE NO. CV-09: 5300 JSW

17 Plaintiff,

FINAL JUDGMENT UPON CONSENT

18 v.

19 JOHN DOES 1-5 D/B/A FCHIPS.COM,

20 Defendants.  
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CASE NO. CV-09: 5300 JSW  
FINAL JUDGMENT UPON  
CONSENT

EXHIBIT A

PAGE 2

1 Plaintiff Zynga Game Network Inc. ("Zynga"), has charged defendants John Does 1-5 with  
 2 Federal Trademark Infringement; Violation of the Computer Fraud and Abuse Act; State Statutory  
 3 Unfair Competition; Violation of California Penal Code § 502; State Common Law Trademark  
 4 Infringement and Unfair Competition; Breach of Contract; Intentional Interference with Contractual  
 5 Relations; and Trespass to Chattels. The Court having found good cause therefor, and the parties  
 6 having consented, it is **ORDERED, ADJUDGED AND DECREED** as between the Parties hereto  
 7 that:

8 1. Defendant John Doe No. 1 is hereby identified as Murat Forsan. References in this  
 9 Final Judgment Upon Consent to "Defendant" refer to Murat Forsan.

10 2. Defendants John Does 2-5 are hereby dismissed from this matter.

11 3. This Court has jurisdiction over the parties to this action, and has jurisdiction over the  
 12 subject matter hereof pursuant to 15 U.S.C. §§ 1116, 1121 and 1125, and 28 U.S.C. §§ 1331,  
 13 1338(a) and (b), and 1367(a). Service was properly made against Defendant.

14 4. Defendant is liable for each of the claims Zynga has asserted against him in this  
 15 matter.

16 5. Defendant and his affiliates, agents, servants, employees, representatives, successors,  
 17 assigns, and any person, corporation or other entity acting under Defendant's direction or control, or  
 18 in active concert or participation with Defendant, are immediately and permanently enjoined  
 19 throughout the world from:

20 a. Infringing any of Zynga's intellectual property rights;

21 b. Using any game published by Zynga for any purpose;

22 c. Selling, purchasing, exchanging or transferring "chips" for use in the Zynga  
 23 Poker game (the "Game"), and from profiting from, assisting with or participating directly or  
 24 indirectly in any way in the purchase, sale, exchange or transfer of "chips" for use in the Game.

25 d. Advertising the purchase, sale transfer or other exchange of "chips" for use in  
 26 the Game, including without limitation participating in any way in the display of online "sponsored  
 27 links" or any other form of pay-per-click or pay-per-impression advertising related to "chips" for use  
 28

1 in the Game or any other virtual item used in any Zynga game or application, including but not  
2 limited to causing hyperlinks and other advertising materials to be displayed in response to searches  
3 for "zynga", or searches for any of Zynga's games or applications.

4 6. Defendant has damaged Zynga in the amount of Fifteen Thousand United States  
5 Dollars (\$15,000). Defendant is hereby ordered to pay to Zynga \$15,000.

6 7. Defendant is hereby ordered to pay Zynga's reasonable attorney's fees.

7 8. The Parties have consented to, and this Court retains, jurisdiction over the Parties and  
8 over this matter for the purpose of making any further orders necessary or proper for the construction  
9 or modification of the Settlement Agreement between the parties, this Judgment, the enforcement  
10 thereof, and the punishment of any violations thereof.

11 9. This Judgment shall be deemed to have been served upon Defendant at the time of its  
12 execution by the Court.

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14 // The Court will retain jurisdiction to enforce the settlement agreement for one hundred and  
15 eighty days. The parties may move to extend this period upon a showing of good cause.

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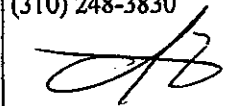
1           10. The Court expressly determines that there is no just reason for delay in entering this  
2 Judgment, and pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs entry  
3 of final judgment against Defendant.

4 Dated April 6, \_\_\_\_\_, 2010

  
Honorable Jeffrey S. White  
United States District Judge

7 Presented by:

8 LARRY W. McFARLAND  
9 DENNIS L. WILSON  
10 DAVID K. CAPLAN  
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Christopher T. Varas  
Attorneys for Plaintiff  
Zynga Game Network Inc.

18 **CONSENTS**

19 The undersigned hereby consents to the entry of this Final Judgment Upon Consent.

21 Dated 29 March, 2010

  
Murat Forsan