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UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

ZYNGA GAME NETWORK INC.,
 a Delaware corporation,

 Plaintiff,

 v.
 PROMILA SAINI, an individual, SANDEEP
 BAWEJA, an individual, ALEXANDRU
 MIHALACHE, an individual, and JOHN DOES
 1-4 D/B/A TRADEPOKERCHIPS.COM,

 Defendants.

CASE NO. CV 09-5373 SI

[PROPOSED] DEFAULT JUDGMENT

1 Plaintiff Zynga Game Network Inc. (“Zynga”), having filed a Complaint in this action
2 charging defendants Alexandru Mihalache, Promila Saini and Sandeep Baweja (“Defendants”) with
3 Federal Trademark Infringement and False Designation of Origin, Federal Cybersquatting,
4 California Statutory Unauthorized Computer Access, California Statutory Unfair Competition,
5 California Common Law Trademark Infringement and Unfair Competition, Breach of Contract,
6 Intentional Interference with Contractual Relations and Trespass to Chattels, and the Court having
7 found good cause, it is hereby

8 **ORDERED, ADJUDGED AND DECREED** as between Zynga and Defendants:

9 1. This Court has jurisdiction over the Parties to this action, and has jurisdiction over the
10 subject matter hereof pursuant to 15 U.S.C. §§ 1116, 1121 and 1125, and 28 U.S.C. §§ 1331,
11 1338(a) and (b), and 1367(a). Service was properly made against Defendants.

12 2. Zynga owns the trademark and service mark ZYNGA (the “ZYNGA Mark”) and has
13 used the Zynga Mark in commerce since June 2007.

14 3. The ZYNGA Mark is inherently distinctive and by virtue of Zynga’s extensive
15 advertising and sales under the ZYNGA Mark, has become well-known within social gaming circles
16 as a source identifier for Zynga’s online games.

17 4. Zynga is the owner of United States Federal Trademark Registration No. 3,685,749
18 for the mark ZYNGA in International Classes 9 and 41 for downloadable computer game software
19 for use on wireless devices and computers.

20 5. Zynga is the publisher of Zynga Poker (the “Game”), a computerized version of the
21 world-famous Texas Hold’em poker game in which players compete with one another using virtual
22 “chips.” Zynga owns or leases the computer servers that players must access in order to play the
23 Game.

24 6. Zynga’s Terms of Service, which govern users’ play of the Game, prohibit players
25 from selling “chips” for real-world money or otherwise exchanging “chips” for anything of value
26 outside the Game. Zynga has not authorized any third party to sell or distribute the “chips” used in
27 the Game. Zynga also notifies players within the Game that they are not authorized to buy or sell
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1 “chips” outside of the Game, and that they can be banned from the Game for buying or selling
2 “chips.” Zynga has implemented security measures to prevent the unauthorized purchase, sale, and
3 transfer of “chips.” Players who use the Game in a manner not expressly authorized by Zynga,
4 including without limitation in violation of the Terms of Service, are not authorized to participate in
5 the Game or to access Zynga’s servers.

6 7. Defendants assented to and are bound by the Terms of Service governing use of the
7 Game, which are located at <http://www.zynga.com/about/terms-of-service.php>.

8 8. Defendants own and operate websites through which they have unlawfully sold and
9 offered for sale “chips” for use in the Game, and have wrongfully used the ZYNGA Mark to
10 advertise and sell these unauthorized “chips”. Defendants have operated these websites from the
11 following Internet domain names: TRADEPOKERCHIPS.COM;
12 TRADEFACEBOOKPOKERCHIPS.COM; FACEBOOKTEXASHOLDEMPOKERCHIPS.COM;
13 24X7POKERCHIPS.COM; SANTACHIPS.COM; CHIPSMONSTER.COM; FUNCHIPS.NET;
14 CHIPSFUN.COM; ANYCHIPS5.NET; ANYCHIPS6.NET; CHIPSPEDIA.COM and
15 ZYNGACHI.COM.¹

16 9. Defendants have willfully and maliciously violated Zynga’s intellectual property,
17 contractual, and other rights, and are jointly and severally liable for each and every one of the
18 additional claims asserted in Zynga’s First Amended Complaint.

19 10. Defendants and their affiliates, agents, servants, employees, representatives,
20 successors, assigns, and any person, corporation or other entity acting under Defendants’ direction or
21 control, or in active concert or participation with Defendants, are immediately and permanently
22 enjoined throughout the world from:

23 a. Directly or indirectly using the ZYNGA trademark and any other mark,
24 symbol, or logo that is a reproduction, counterfeit, copy, or colorable imitation of or that is

25 _____
26 ¹ The Court has previously granted relief to Zynga with regard to Defendant Mihalache’s use of the
27 Internet domain name ZYNGACHI.COM in the Related Case CV:09-2744 (the “Related Case”).
The relief granted in this Default Judgment relates to Defendants’ unlawful conduct with respect to
Internet domain names other than ZYNGACHI.COM.

1 confusingly similar to, or that is identical with, or substantially indistinguishable from, the ZYNGA
2 mark on or in connection with any goods or services;

3 b. Infringing any of Zynga’s intellectual property rights in any manner, including
4 but not limited to the ZYNGA Mark, any copyrights owned by Zynga, or any other rights owned by
5 Zynga related to the Game;

6 c. Engaging in any conduct that tends falsely to represent that, or is likely to
7 confuse, mislead or deceive purchasers, Defendants’ customers and/or members of the public to
8 believe that, the actions of Defendants are connected with Zynga, are sponsored, approved, or
9 licensed by Zynga, or are in any way connected or affiliated with Zynga;

10 d. Affixing, applying, annexing, or using in connection with the manufacture,
11 distribution, advertising, sale, and/or offering for sale or other use of any goods or services, a false
12 description or representation, including words or other symbols, tending to falsely describe or
13 represent such goods as being those of, or authorized by, Zynga;

14 e. Registering any Internet domain name that includes the ZYNGA Mark, or any
15 variations or misspellings thereof, whether alone or in combination with any other term(s) or
16 character(s);

17 f. Accessing, directly or indirectly, any computer server or computer system
18 owned, leased or operated by Zynga for any reason whatsoever, including without limitation any
19 server or computer that provides access to the Game, or to any other game or application published
20 by Zynga;

21 g. Advertising, purchasing, selling, trading, exchanging, profiting from,
22 accepting or processing payments for, or facilitating or participating in any way in the advertisement,
23 purchase, sale, trade, or exchange of “chips” for use in the Game or any virtual item used in any
24 Zynga game or application;

25 h. Participating in any way in the display of online “sponsored links” or any
26 other form of pay-per-click or pay-per-impression advertising related to “chips” for use in the Game
27 or any other virtual item used in any Zynga game or application, including but not limited to causing
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1 hyperlinks and other advertising materials to be displayed in response to searches for “zynga”, or
2 searches for any of Zynga’s games or applications;

3 i. Otherwise competing unfairly with Zynga in any manner; and

4 j. Effecting assignments or transfers, forming new entities or associations or

5 utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set
6 forth in subparagraphs (a)-(i) above.

7 11. VeriSign, Inc., as the registry for the <.com> and <.net> Internet Top Level Domains,
8 is hereby ORDERED to transfer the registrar of record for the Internet Domain Names

9 TRADEPOKERCHIPS.COM; TRADEFACEBOOKPOKERCHIPS.COM;

10 FACEBOOKTEXASHOLDEMPOKERCHIPS.COM; 24X7POKERCHIPS.COM;

11 SANTACHIPS.COM; CHIPSMONSTER.COM; FUNCHIPS.NET; CHIPSFUN.COM;

12 ANYCHIPS5.NET; ANYCHIPS6.NET; and CHIPSPEDIA.COM from the current registrar(s) to

13 Internet domain name registrar GoDaddy.com, Inc. Upon completion of this transfer,

14 GoDaddy.com, Inc. is ORDERED transfer ownership of each of these domain names to Zynga.

15 12. Defendants are hereby ORDERED to account for and to disgorge to Zynga all profits
16 from his sale of “chips” for use in the Game. Defendants are jointly and severally liable for this

17 award.

18 13. The Court finds that this is an exceptional case warranting an award of attorneys’ fees
19 and costs, and will consider a motion for an award of attorneys’ fees and a bill of costs submitted by

20 Plaintiff pursuant to Federal Rule of Civil Procedure 54(d) and Civil Local Rule 54. Defendants
21 shall be jointly and severally liable for any award of attorneys’ fees or costs.

22 14. This Court retains jurisdiction of this matter for the purposes of making any further
23 orders necessary or proper for the enforcement of this Judgment and the punishment of any

24 violations thereof.

25 15. This Judgment shall be deemed to have been served upon Defendants at the time of
26 its execution by the Court.

27 16. The Court expressly determines that there is no just reason for delay in entering this

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1 Judgment, and pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs entry
2 of judgment against Defendants.

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4 Dated 9/3, 2010



The Honorable Susan Illston
United States District Court Judge

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6 Presented by:

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