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15 Attorneys for Plaintiff  
 16 EPIC GAMES, INC.

17 UNITED STATES DISTRICT COURT  
 18 NORTHERN DISTRICT OF CALIFORNIA

19 EPIC GAMES, INC., a Maryland  
 20 corporation,

21 Plaintiff,

22 v.

23 ROBIN KREIBICH, an individual,

24 Defendant.

Case No. 3:16-cv-03380-EMC

**STIPULATION AND ~~[PROPOSED]~~  
 PERMANENT INJUNCTION**

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1 Plaintiff Epic Games, Inc. (“Epic”) and Defendant Robin Kreibich (“Kreibich”)  
2 (collectively, the “Parties”) as part of the settlement in this matter stipulate to the entry of this  
3 Stipulated Permanent Injunction.

4 1. Kreibich, a resident of Germany, submitted to the jurisdiction of this Court by  
5 submitting a counter notification consenting to the jurisdiction of this district under the Digital  
6 Millennium Copyright Act, 17 U.S.C. § 512.

7 2. This Court has jurisdiction over the Parties and the subject matter at issue in this  
8 action.

9 3. This Stipulation and Permanent Injunction and the Settlement Agreement have  
10 been translated into German and Kreibich acknowledges that he has reviewed the Settlement  
11 Agreement and this Stipulation and Permanent Injunction and understands their meaning and  
12 effect.

13 4. **Permanent Injunction.** Defendant Robin Kreibich along with his agents,  
14 representatives, partners, joint venturers, servants, employees and all those persons or entities  
15 acting in concert or participation with him, shall be and hereby are PERMANENTLY  
16 ENJOINED and restrained from:

17 a) imitating, copying, or making any other infringing use or infringing  
18 distribution of Paragon or any other works now or hereafter protected by any of  
19 Epic’s copyrights;

20 b) creating, writing, developing, advertising, promoting and/or distributing  
21 anything that infringes Epic’s works now or hereafter protected by any of Epic’s  
22 copyrights;

23 c) engaging in any other activity constituting an infringement of any of Epic’s  
24 copyrights, or of Epic’s rights in, or right to use or exploit its copyrights;

25 d) unfairly competing with Epic in any manner whatsoever; and

26 e) assisting, aiding, or abetting any other person or business entity in  
27 engaging in or performing any of the activities referenced in paragraphs 2(a)  
28 through 2(d) above.

1           5.       **Future Claims Unaffected.** Nothing in this Stipulation and Permanent Injunction  
2 precludes Epic or Defendant from asserting any claims or rights that arise solely after  
3 Defendant's stipulation to this Stipulation and Permanent Injunction or that are based upon any  
4 breach of, or the inaccuracy of, any representation or warranty made by Defendant or Epic in this  
5 Stipulation and Permanent Injunction or the Settlement Agreement reached by the Parties.

6           6.       **Claims Against Third Parties Unaffected.** Nothing in this Stipulation and  
7 Permanent Injunction precludes Epic or Defendant from asserting any claims or rights as against  
8 any third party.

9           7.       **Non-Appealability.** This Stipulated Permanent Injunction is final and may not be  
10 appealed by either party.

11           8.       **Rule 65(d).** The Defendants waive any objection under Federal Rule of Civil  
12 Procedure 65(d) (pertaining to injunctions) to paragraph 2 above.

13 **IT IS SO AGREED.**

14 DATED: July 22, 2016

**PERKINS COIE LLP**

15 By: s/Andrew N. Klein  
16 William C. Rava (*pro hac vice*  
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21 Attorneys for Plaintiff EPIC GAMES,  
22 INC.

23 DATED: June 16, 2016

24 By: [Signature]  
25 Robin Kreibich

26 **PURSUANT TO STIPULATION, IT IS SO ORDERED.** Counsel shall submit  
27 DATED this 27<sup>th</sup> day of July, 2016 final judgment to the  
28 Court.

Judge Edward M. Chen  
DISTRICT COURT JUDGE

