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UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 OAKLAND DIVISION

ZYNGA GAME NETWORK INC., a Delaware
 corporation

 Plaintiff,

 v.
 CHIRAG KENIA A/K/A DANNY BLING, an
 individual; and K-VALUEMART INDIA PVT.
 LTD., an Indian entity,

 Defendants.

CASE NO. CV-09: 3263 CW (EMC)

FINAL JUDGMENT UPON CONSENT

1 Plaintiff Zynga Game Network Inc. (“Zynga”), having filed a Complaint in this action
2 charging defendants Chirag Kenia a/k/a “Danny Bling” and K-Valuemart India Pvt. Ltd. (also
3 known as “K-ValueMart Retail India Pvt. Ltd.”) (collectively “Defendants”), with Federal
4 Trademark Infringement pursuant to 15 U.S.C. § 1125(a), Federal Cybersquatting pursuant to 15
5 U.S.C. § 1125(d), Federal Computer Fraud and Abuse pursuant to 18 U.S.C. § 1030, California
6 Unauthorized Computer Access pursuant to California Penal Code § 502, California Statutory Unfair
7 Competition pursuant to California Business & Professions Code § 17200, California Common Law
8 Trademark Infringement and Unfair Competition, Breach of Contract, Intentional Interference with
9 Contractual Relations, and Trespass to Chattels, and Zynga and Defendant (Zynga and Defendants
10 are hereinafter collectively referred to as the “Parties”) desiring to settle the controversy between the
11 Parties, it is

12 **ORDERED, ADJUDGED AND DECREED** as between the Parties hereto that:

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

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

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

21 4. Zynga currently owns United States Federal Trademark Registration No. 3685749 for
22 the ZYNGA Mark in International Class 009 for downloadable software for games and
23 entertainment on wireless devices and computers, and International Class 041 for entertainment
24 services, namely providing on-line computer games.

25 5. Zynga is the publisher of Zynga Poker, formerly known as Zynga’s Texas Hold’em
26 Poker (the “Game”), a computerized version of the world-famous poker game in which players
27 compete with one another using virtual “chips.”

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1 6. Zynga’s Terms of Service, which govern users’ play of the Game, provide that the
2 “chips” used in the Game are not redeemable for any sum of “real world” money or monetary value.
3 The Terms of Service also prohibit sale of “chips” “for ‘real world’ money” and prohibit the use of
4 the Game for unacceptable purposes, including activity in “conflict with the spirit or intent of” the
5 Game. Zynga has not authorized any third party to sell or distribute the “chips” used in the Game.

6 7. Defendants affirmatively assented to and are bound by the Terms of Service
7 governing use of the Game, which are located at http://www.zynga.com/legal/terms_of_service.php.

8 8. Defendants have owned and operated websites through which they have unlawfully
9 advertised, purchased, sold and offered to purchase and sell “chips” for use in the Game, and have
10 wrongfully used the ZYNGA Mark to advertise and sell these unauthorized “chips”. Defendants
11 have operated these websites from the following Internet domain names: ZYNGA.US;
12 ZYNGAPOKER.INFO; CHIPSELLER.COM; DANNYBLING.COM; MYCHIPMAN.US;
13 BUYFACEBOOKPOKERCHIPS.INFO; CHIPSPALACE.COM; FBCHIPZ.INFO.

14 9. Defendants registered the Internet domain names ZYNGA.US and
15 ZYNGAPOKER.INFO with the bad faith intent to profit from the trademark ZYNGA.

16 10. Defendants’ conduct violates Zynga’s intellectual property, contractual, and other
17 rights, and Defendants are jointly and severally liable for all of the Causes of Action alleged in
18 Zynga’s First Amended Complaint in this matter except for violation of 18 U.S.C. § 1030 and
19 California Penal Code § 502.

20 11. Defendants’ unlawful actions giving rise to Zynga’s claims were undertaken willfully
21 and maliciously, and the damages awarded to Zynga in Paragraph 16 below are damages for willful
22 and malicious injury for purposes of 11 U.S.C. § 523(a)(6).

23 12. Defendants and their affiliates, agents, servants, employees, representatives,
24 successors, assigns, and any person, corporation or other entity acting under Defendants’ direction or
25 control, or in active concert or participation with Defendants, are immediately and permanently
26 enjoined throughout the world from:

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- 1 a. Directly or indirectly using the ZYNGA trademark and any other mark,
2 symbol, or logo that is a reproduction, counterfeit, copy, or colorable imitation of or that is
3 confusingly similar to, or that is identical with, or substantially indistinguishable from, the ZYNGA
4 mark on or in connection with any goods or services;
- 5 b. Infringing any of Zynga’s intellectual property rights in any manner, including
6 but not limited to the ZYNGA Mark, any copyrights owned by Zynga, or any other rights owned by
7 Zynga related to the Game;
- 8 c. Engaging in any conduct that tends falsely to represent that, or is likely to
9 confuse, mislead or deceive purchasers, Defendants’ customers and/or members of the public to
10 believe that, the actions of Defendants are connected with Zynga, are sponsored, approved, or
11 licensed by Zynga, or are in any way connected or affiliated with Zynga;
- 12 d. Affixing, applying, annexing, or using in connection with the manufacture,
13 distribution, advertising, sale, and/or offering for sale or other use of any goods or services, a false
14 description or representation, including words or other symbols, tending to falsely describe or
15 represent such goods as being those of, or authorized by, Zynga;
- 16 e. Registering any Internet domain name that includes the ZYNGA Mark, or any
17 variations or misspellings thereof, whether alone or in combination with any other term(s) or
18 character(s);
- 19 f. Accessing, directly or indirectly, any computer server or computer system
20 owned, leased or operated by Zynga for any reason whatsoever, including without limitation any
21 server or computer that provides access to the Game, or to any other game or application published
22 by Zynga;
- 23 g. Advertising, purchasing, selling, trading, exchanging, profiting from,
24 accepting or processing payments for, or facilitating or participating in any way in the advertisement,
25 purchase, sale, trade, or exchange of “chips” for use in the Game or any virtual item used in any
26 Zynga game or application;
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1 h. Participating in any way in the display of online “sponsored links” or any
2 other form of pay-per-click or pay-per-impression advertising related to “chips” for use in the Game
3 or any other virtual item used in any Zynga game or application, including but not limited to causing
4 hyperlinks and other advertising materials to be displayed in response to searches for “zynga”, or
5 searches for any of Zynga’s games or applications;

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

7 j. Effecting assignments or transfers, forming new entities or associations or
8 utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set
9 forth in subparagraphs (a)-(j) above.

10 13. To the extent the domain names identified in Paragraph 8 above have not already
11 been transferred to Zynga, Defendants are hereby ordered to transfer ownership of each and every
12 one of those domain names other than DANNYBLING.COM to Zynga within one week of the date
13 of entry of this Judgment. In the event Defendants have not transferred the domain names to Zynga
14 within one week of the date of entry of this Judgment, Defendants shall be in contempt, and the
15 registries and/or registrars through which the domain names are registered are ordered to undertake
16 the steps necessary to effect the transfer the domain names to Zynga.

17 14. Defendants’ unlawful acts have damaged Zynga in the amount of Two Million United
18 States Dollars (US\$2,000,000). Defendants are hereby ordered to pay to Zynga damages in the
19 amount of Two Million United States Dollars (US\$2,000,000). Defendants are jointly and severally
20 liable for these damages.

21 15. Defendants are hereby ordered to pay Zynga’s reasonable attorneys’ fees and costs.
22 Defendants are jointly and severally liable for this award.


23 16. This Court retains jurisdiction, including without limitation personal jurisdiction over
24 Defendants, for the purpose of making any further orders necessary or proper for the enforcement,
25 construction or modification of the Settlement Agreement between Zynga and Defendants or this
26 Judgment, and the punishment of any violations thereof.

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1 17. This Judgment shall be deemed to have been served upon Defendants at the time of
2 its execution by the Court.

3 18. The Court expressly determines that there is no just reason for delay in entering this
4 Judgment, and pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs entry
5 of judgment against Defendants as specified herein.

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7 Dated: November 3, 2010


Honorable Claudia Wilken
United States District Judge

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9 Presented by:

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22 Attorneys for Plaintiff
23 Zynga Game Network Inc.

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CONSENTS

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

Dated _____, 2010

Justin K. Strassburg, of
STRASSBURG, GILMORE & WEI LLP
Attorneys for Defendants
Chirag Kenia and K-ValueMart Retail India Pvt.
Ltd.