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 9 ZYNGA INC.

10 UNITED STATES DISTRICT COURT
 11 NORTHERN DISTRICT OF CALIFORNIA
 12 SAN JOSE DIVISION

14 ZYNGA GAME NETWORK INC., a Delaware
 15 Corporation,
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 Plaintiff,
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 v.
 18 JASON WILLIAMS, an individual, LUNA
 19 MARTINI, an individual, WAN-WEN KUO, an
 20 individual, and JOHN DOES 4-5 D/B/A MW
 GROUP
 21 Defendants.

CASE NO. CV-10:01022 JF (PSGx)

**[PROPOSED] DEFAULT JUDGMENT
 AGAINST DEFENDANTS JASON
 WILLIAMS, LUNA MARTINI AND WAN-
 WEN KUO**

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1 Plaintiff Zynga Inc. (“Zynga”), having filed a First Amended Complaint in this action
2 charging defendants Jason Williams, Luna Martini and Wan-Wen Kuo (“Defendants”) with Federal
3 False Designation of Origin, violation of the Computer Fraud and Abuse Act, California Statutory
4 Unauthorized Computer Access, California Statutory Unfair Competition, California Common Law
5 Trademark Infringement and Unfair Competition, Breach of Contract, Intentional Interference with
6 Contractual Relations and Trespass to Chattels, and the Court having found good cause, it is hereby

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

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

11 2. Zynga owns the trademark and service mark MAFIA WARS (the “MAFIA WARS
12 Mark”) and has used the MAFIA WARS Mark in commerce since at least September 2008.

13 3. The MAFIA WARS Mark has acquired distinctiveness, and by virtue of the extensive
14 online sales and advertising under the mark MAFIA WARS, the MAFIA WARS mark has become
15 well-known within social gaming circles as a source identifier for Zynga’s online game.

16 4. Zynga is the owner of United States Federal Trademark Application Serial No.
17 77772110 for the mark MAFIA WARS in International Class 009 for downloadable computer game
18 software for use on wireless devices and computers, and International Class 041 for entertainment
19 services, namely, providing on-line computer games.

20 5. Zynga is the publisher of Mafia Wars (the “Game”), a computer game for use on
21 wireless devices and computers that allows users to start a Mafia family with their friends and
22 compete to become the most powerful family.

23 6. Zynga’s Terms of Service, which govern users’ play of the Game, prohibit players
24 from selling “Virtual Currency” or “Virtual Goods” for real-world money or otherwise exchanging
25 “Virtual Currency” or “Virtual Goods” for anything of value outside the Game. Zynga has not
26 authorized any third party to sell or distribute the “Virtual Currency” or “Virtual Goods” required to
27 play the Game.

28 7. Defendants assented to and are bound by the Terms of Service governing use of the

1 Game, which are located at <http://www.zynga.com/about/terms-of-service.php>.

2 8. Defendants have owned and operated websites through which they have unlawfully
3 sold and offered for sale “Virtual Goods” for use in the Game, and have wrongfully used the MAFIA
4 WARS Mark to advertise and sell these unauthorized “Virtual Goods”. Defendants have operated
5 these websites from the following Internet domain names: MWBLACKMARKET.COM,
6 MAFIAWARSDIRECT.COM and MWFEXPRESS.COM.

7 9. Defendants have willfully and maliciously violated Zynga’s intellectual property,
8 contractual, and other rights, and Defendants are liable for each and every one of the claims asserted
9 in Zynga’s First Amended Complaint.

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

14 a. Directly or indirectly using the MAFIA WARS trademark and any other mark,
15 symbol, or logo that is a reproduction, counterfeit, copy, or colorable imitation of or that is
16 confusingly similar to, or that is identical with, or substantially indistinguishable from, the MAFIA
17 WARS mark on or in connection with any goods or services;

18 b. Infringing any of Zynga’s intellectual property rights in any manner, including
19 but not limited to the MAFIA WARS Mark, any copyrights owned by Zynga, or any other rights
20 owned by Zynga related to the Game;

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

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

1 e. Registering any Internet domain name that includes the MAFIA WARS Mark,
2 or any variations or misspellings thereof, whether alone or in combination with any other term(s) or
3 character(s);

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

8 g. Advertising, purchasing, selling, trading, exchanging, profiting from,
9 accepting or processing payments for, or facilitating or participating in any way in the advertisement,
10 purchase, sale, trade, or exchange of “Virtual Goods” for use in the Game or any virtual item used in
11 any Zynga game or application;

12 h. Otherwise competing unfairly with Zynga in any manner; and

13 i. Effecting assignments or transfers, forming new entities or associations or
14 utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set
15 forth in subparagraphs (a)-(h) above.

16 11. Defendants are hereby ORDERED to account for and to disgorge to Zynga all profits
17 from their sale of “Virtual Goods” for use in the Game.

18 12. 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.

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

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

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

Dated _____

The Honorable Jeremy Fogel
United States District Court Judge