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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

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12 NEXON AMERICA, INC., a Delaware
corporation, and NEXON KOREA
13 CORPORATION, a Korean
corporation,

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Plaintiffs,

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v.

16 GAMEANARCHY, LLC, a Georgia
Limited Liability Company, DAVID
17 ALLEN BAKER, a/k/a "Drunken
Cheetah," an individual, and DOES 1
18 through 10,

19

Defendants.

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Case No. CV12-02083 MWF (PLAx)

Honorable Michael W. Fitzgerald

**[PROPOSED] ORDER AND
JUDGMENT AGAINST
DEFENDANT DAVID ALLEN
BAKER**

Time: March 4, 2013
Date: 10:00 a.m.
Ctrm.: 1600 (16th Floor)

1 The Motion For Summary Judgment Against Defendant David Allen Baker
2 (“Baker”) by Plaintiffs Nexon America, Inc. and NEXON Korea Corporation
3 (collectively, “Nexon”), came on regularly for hearing before this Court on March 4,
4 2013.

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6 After full consideration of Nexon’s moving papers and all other matters
7 presented to the Court, the Court GRANTS Nexon’s Motion.

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9 Having GRANTED Nexon’s Motion, the Court enters final judgment against
10 Baker as follows:

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12 IT IS HEREBY ORDERED AND ADJUDGED THAT:

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14 1. Baker and all persons acting under his direction or control (including
15 but not limited to his agents, representatives and employees), hereby are enjoined
16 and restrained, and shall immediately and permanently cease and desist, from any of
17 the following:

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19 (a) distributing, offering to the public, manufacturing, importing,
20 providing, linking to, promoting, facilitating, encouraging the use of, trafficking in,
21 uploading or downloading, updating, or maintaining the service and software
22 program known as “Game Anarchy” and any related software product (including the
23 GameAnarchy StreamLoader software or any .dll software file associated therewith
24 or injected by the StreamLoader), to the extent that such service and software
25 pertains to the game “Combat Arms.”

26
27 (b) infringing Nexon’s copyrighted works, including without
28 limitation, by developing, distributing or otherwise disseminating any software

1 “hacks” or “cheats” designed to alter or edit the gameplay or player experience of
2 any Nexon product, including Combat Arms.

3
4 (b) inducing or contributing to third-party infringements of Nexon’s
5 copyrighted works, including by linking to or providing the location of any website
6 that distributes or otherwise disseminates any product or service that is designed in
7 whole or in part to alter or edit the game play or player experience of any Nexon
8 product, including Combat Arms.

9
10 (c) violating, or aiding and abetting a violation of, Section 1201(a)
11 or (b) of the DMCA, including, without limitation, by manufacturing, importing,
12 offering to the public, providing, linking to, promoting, facilitating, encouraging the
13 use of, or otherwise trafficking in, or participating in the trafficking in, any device
14 (including but not limited to the Game Anarchy software) that:

15 (i) is primarily designed or produced for the purpose of
16 circumventing, or to circumvent the protection afforded by, HackShield,
17 NexonGuard, or any other technological measures adopted by Nexon that
18 effectively controls access to any Nexon product, including Combat Arms;

19 (ii) has only limited commercially significant purposes or uses
20 other than to circumvent, or to circumvent the protection afforded by, HackShield,
21 NexonGuard, or any other technological measure adopted by Nexon that effectively
22 controls access to any Nexon product, including Combat Arms; or

23 (iii) is marketed by Defendant and/or others acting in concert
24 with Defendant with its knowledge, for use in circumventing, or in circumventing
25 the protection afforded by HackShield, NexonGuard, or any other technological
26 measure adopted by Nexon that effectively controls access to any Nexon product,
27 including Combat Arms.

1 (d) intentionally interfering with Nexon’s contracts with players,
2 including, without limitation, by encouraging or inducing any players to violate any
3 terms of the Nexon Terms of Use or End-User License Agreement by using
4 software “cheats” or “hacks,” including but not limited to those contained within
5 Game Anarchy; and

6
7 (e) violating the Nexon Terms of Use or End-User License
8 Agreement, including, without limitation, by using tools which hack or alter the
9 Combat Arms software or game play.

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11 2. Nexon is awarded a monetary judgment against Baker of a sum of no
12 less than \$1,432,964.76, constituting:

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14 (a) Baker’s unjust profits attributable to the infringements alleged in
15 the Complaint, as provided by the Copyright Act, 17 U.S.C. § 504, totaling
16 \$232,964.76.

17
18 (b) Statutory damages in the minimum allowable amount (\$200 per
19 violation) under § 1203(c)(3)(A) of the Digital Millennium Copyright Act
20 (“DMCA”), for each of Baker’s 6,000 violations, totaling \$1,200,000.

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22 IT IS SO ORDERED

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24
25 Dated: _____, 2013 _____
26 The Honorable Michael Fitzgerald
27 United States District Judge