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6 Attorneys for Plaintiffs Nexon America Inc.
and NEXON Korea Corporation
7

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10

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

13 Plaintiffs,

14 v.

15 RYAN MICHAEL CORNWALL a/k/a
"Riu Kuzaki" and "Alexandria
16 Cornwall"; YANGYU ZHOU a/k/a
"Yang Yu," "W8baby," and
17 "Gamersoul"; DOUGLAS CRANE a/k/a
"DJ" and "Lonerboy"; WILLIAM
18 "BILLY" KEISTER a/k/a
"ThePhoneGuy"; AMARJOT GILL
19 a/k/a "Alphaamar"; DEREK OSGOOD
a/k/a "Jayce"; COLIN JOHNSON a/k/a
20 "Colin_"; LINDA LIU a/k/a
"linnyda942"; JEREMY SIMPSON;
21 V.H. a/k/a "Vince"; DOE 1 a/k/a
"Bizarro" and "Andrew," DOE 2 a/k/a
22 "Cam1596," and DOES 3 through 10,
inclusive

23 Defendants.
24

CASE NO. 2:12-cv-00160 JGB (FFMx)

The Honorable Jesus G. Bernal

**STIPULATION FOR ENTRY OF
JUDGMENT AND PERMANENT
INJUNCTION**

[PROPOSED JUDGMENT AND
PERMANENT INJUNCTION
LODGED CONCURRENTLY
HEREWITH]

1 Plaintiffs Nexon America Inc. and NEXON Korea Corporation (collectively,
2 “Nexon”) and Defendant Ryan Michael Cornwall, a/k/a “Riu Kuzaki” a/k/a
3 Alexandria Cornwall (“Defendant”) hereby stipulate to an order for entry of
4 judgment and permanent injunction as follows:

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6 1. Judgment shall be entered against Defendant in the amount of seven
7 hundred fifty thousand dollars (\$750,000).

8
9 2. Defendant and all persons acting under Defendant’s direction or
10 control (including but not limited to Defendant’s agents, representatives and
11 employees), shall immediately and permanently cease and desist from:

12
13 A. obtaining, possessing or accessing any unauthorized software the use
14 of which infringes any of Nexon’s Intellectual Property Rights (as
15 defined below), circumvents technological measures that control
16 access to Nexon’s computer games, or violates the TOU, including
17 but not limited to the Bizarro Trainer, RiPE, RiME, or any other
18 MapleStory “bot” or trainer software, packet editor, hack, or cheating
19 software;

20
21 B. taking any steps on Defendant’s own behalf or assisting others in
22 creating, distributing or otherwise making available any software the
23 use of which infringes any of Nexon’s Intellectual Property Rights,
24 circumvents technological measures that control access to Nexon’s
25 computer games, or violates the TOU, including but not limited to the
26 Bizarro Trainer, RiPE, RiME, or any other MapleStory “bot” or
27 trainer software, packet editor, hack, or cheating software;

- 1 C. selling, reselling, or processing payments for any software, the use of
2 which infringes any of Nexon’s Intellectual Property Rights,
3 circumvents technological measures that control access to Nexon’s
4 computer games, or violates the TOU, including but not limited to the
5 Bizarro Trainer, RiPE, RiME, or any other MapleStory “bot” or
6 trainer software, packet editor, hack, or cheating software;
7
- 8 D. assisting in any way the development of any software the use of which
9 infringes any of Nexon’s Intellectual Property Rights, circumvents
10 technological measures that control access to Nexon’s computer
11 games, or violates the TOU, including but not limited to the Bizarro
12 Trainer, RiPE, RiME, or any other MapleStory “bot” or trainer
13 software, packet editor, hack, or cheating software;
14
- 15 E. sharing, copying, or distributing any software the use of which
16 infringes any of Nexon’s Intellectual Property Rights, circumvents
17 technological measures that control access to Nexon’s computer
18 games, or violates the TOU, including but not limited to the Bizarro
19 Trainer, RiPE, RiME, or any other MapleStory “bot” or trainer
20 software, packet editor, hack, or cheating software;
21
- 22 F. operating, assisting, or linking to any website (including
23 www.w8baby.com or www.gamersoul.com) designed to provide
24 information to assist others in developing or obtaining any software
25 the use of which infringes any of Nexon’s Intellectual Property
26 Rights, circumvents technological measures that control access to
27 Nexon’s computer games, or violates the TOU, including but not

1 limited to the Bizarro Trainer, RiPE, RiME, or any other MapleStory
2 “bot” or trainer software, packet editor, hack, or cheating software;

3
4 G. investing or holding any financial interest in any enterprise which
5 Defendant knows is now, or planning in the future, to engage in any
6 of the activities prohibited by this Paragraph;

7
8 H. knowingly allowing any persons or entities which Defendant controls,
9 either directly or indirectly, to engage in any of the activities
10 prohibited by this Paragraph; or

11
12 I. making any statements, including anonymous statements, including
13 but not limited to any postings, messages, or e-mails on the Internet,
14 related to this Settlement Agreement or any conversations or
15 correspondence with Nexon personnel, employees, representatives,
16 agents or attorneys, unless authorized by Nexon.

17
18 3. Any company or entity that Defendant owns or operates in the future
19 shall also comply with the provisions of this Permanent Injunction.

20
21 4. Defendant irrevocably and fully waives notice of entry of the
22 Judgment and Permanent Injunction and notice and service of the entered
23 Judgment and Permanent Injunction and understands, confirms, and agrees that
24 violation of the Permanent Injunction will expose Defendant to all penalties
25 provided by law, including contempt of Court.

1 5. Defendant irrevocably and fully waives any and all rights to appeal
2 this Judgment, to have it vacated or set aside, to seek or obtain a new trial thereon,
3 or otherwise to attack in any way, directly or collaterally, its validity or
4 enforceability.

5
6 6. Nothing contained in this Judgment shall limit the right of Nexon to
7 seek relief, including without limitation, damages, for any and all infringements by
8 Defendant of Nexon’s copyrighted works occurring after the date of this Judgment.

9
10 7. This Judgment and Permanent Injunction shall be deemed to have
11 been served upon Defendant at the time of its execution by the Court.

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13 8. The Court finds there is no just reason for delay in entering this
14 Judgment and Permanent Injunction and, pursuant to Federal Rule of Civil
15 Procedure 54(a), the Court directs immediate entry of this Judgment and
16 Permanent Injunction against Defendant.

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18 9. The Court shall retain jurisdiction of this action to entertain such
19 further proceedings and to enter such further orders as may be necessary or

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1 appropriate to implement and enforce the provisions of this Judgment and
2 Permanent Injunction.

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SO STIPULATED.

DATED: June 4, 2013

MITCHELL SILBERBERG & KNUPP LLP



By: _____
Marc E. Mayer
Attorneys for Plaintiffs

DATED: June 4, 2013

By: Ryan Cornwall
Ryan Cornwall a/k/a Alexandria
Cornwall
Defendant