

1 DENTONS US LLP  
NICHOLAS B. JANDA (SBN 253610)  
2 nick.janda@dentons.com  
601 South Figueroa Street, Suite 2500  
3 Los Angeles, CA 90017-5704  
Telephone: (213) 623-9300

4 MONICA B. RICHMAN (*Pro Hac Vice*)  
5 monica.richman@dentons.com  
DANIEL A. SCHNAPP (*Pro Hac Vice*)  
6 daniel.schnapp@dentons.com  
MARY KATE BRENNAN (*Pro Hac Vice*)  
7 marykate.brennan@dentons.com  
1221 Avenue of the Americas  
8 New York, NY 10020-1089  
Telephone: (212) 768-6700

9 Attorneys for Plaintiff  
10 DAYBREAK GAME COMPANY LLC

11 MORGAN, LEWIS & BOCKIUS LLP  
Benjamin B. Anger (SBN 269145)  
12 ben.anger@morganlewis.com  
600 Anton Boulevard, Suite 1800  
13 Costa Mesa, CA 92626-7653  
Telephone: (714) 830-0600

14 Joshua M. Dalton (*Pro Hac Vice*)  
15 josh.dalton@morganlewis.com  
One Federal Street  
16 Boston, MA 02110-1726  
Telephone: (617) 951-8284

17 Attorney for Defendants KRISTOPHER  
18 TAKAHASHI and ALEXANDER TAYLOR

19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

DAYBREAK GAME COMPANY LLC,  
  
Plaintiff,  
  
v.  
  
KRISTOPHER TAKAHASHI,  
ALEXANDER TAYLOR, and DOES 1-  
20, inclusive,  
  
Defendants.

Case No. 3:25-cv-01489-BAS-BLM  
Hon. Cynthia A. Bashant, Ctrm. 12B  
  
JOINT MOTION FOR ENTRY OF  
CONSENT JUDGMENT AND  
PERMANENT INJUNCTION

1           WHEREFORE, the above-captioned action (“Action”) having been  
2 compromised fully and finally with respect to any and all claims and causes of action  
3 by and between Plaintiff Daybreak Game Company LLC (“Daybreak”) and  
4 Defendants Kristopher Takahashi and Alexander Taylor (“Defendants”)  
5 (collectively, the “Parties”), the Parties jointly and respectfully submit this Joint  
6 Motion for Entry of Consent Judgment and Permanent Injunction (“Consent  
7 Judgment”), and request that this Court:

8           ORDER AND ADJUDGE that Defendants shall pay Daybreak the Settlement  
9 Amount as set forth in the Confidential Settlement Agreement between the Parties  
10 (“Settlement Agreement”), with each said party to bear its own fees and costs, in  
11 accordance with the proposed Consent Judgment lodged with the Court.

12           ORDER AND ADJUDGE that Defendants, along with their officers, directors,  
13 agents, employees, and all persons or entities acting in active concert or participation  
14 with them on or after the Effective Date, be permanently enjoined from: (a)  
15 developing, distributing, licensing, promoting, or otherwise making available THJ or  
16 any similar EverQuest emulator that infringes Daybreak’s EverQuest Copyrights,  
17 EverQuest Marks, or any other Daybreak intellectual property rights; (b) operating  
18 the website heroesjourneyemu.com and any other websites used to promote or  
19 distribute THJ; (c) maintaining any public or private repositories containing code for  
20 THJ, including at [github.com/The-Heroes-Journey-EQEMU](https://github.com/The-Heroes-Journey-EQEMU) or any other online  
21 repository; (d) operating any server emulation software that enables access to any of  
22 Daybreak’s online games, including but not limited to software that circumvents  
23 authentication mechanisms, replicates server functionality, or facilitates access  
24 outside of Daybreak’s authorized distribution channels or that infringes the Daybreak  
25 Copyrights or other intellectual property rights; (e) using the EverQuest Marks or any  
26 confusingly similar variations thereof; and (f) reproducing, selling, distributing,  
27 publicly performing or displaying, or otherwise using in an infringing manner any of  
28 the EverQuest Copyrights or other Daybreak copyrighted works without

1 authorization from Daybreak.

2 In support of this Joint Motion, the Parties state as follows:

3 WHEREAS, the Parties have met, conferred, and negotiated in good faith and  
4 have reached an agreement to resolve Daybreak’s claims against Defendants without  
5 further litigation, and the Parties consent to the entry of the Proposed Final Judgment  
6 and Permanent Injunction Upon Consent (“Consent Judgment”) (attached hereto as  
7 Exhibit A) by the Court for the purposes of settlement only, without any admission  
8 by any party, and without trial or finding of any issue of fact or law;

9 WHEREAS, the Parties have agreed for the purposes of the Settlement  
10 Agreement to the amount set forth in the Settlement Agreement (the “Damages  
11 Amount”) as a proxy for actual and statutory damages based on the decline in revenue  
12 attributable to Defendants’ conduct, as well as attorneys’ fees incurred in connection  
13 with the Action and related arbitration proceedings that Daybreak could have proved  
14 at trial or arbitration. Daybreak agrees to forbear from enforcing the Damages  
15 Amount unless and until a court of competent jurisdiction determines that Defendants  
16 have materially violated the Consent Judgment;

17 WHEREAS, in the event of any material violation of the Consent Judgment  
18 that is otherwise not resolved through the remediation procedure set forth in the  
19 Settlement Agreement, the Parties stipulate and consent that judgment may be  
20 entered against the Defendant(s) found to have materially breached the Settlement  
21 Agreement in favor of Daybreak in an amount up to the Damages Amount specific  
22 to that Defendant’s material breach. Upon any such determination, the specific  
23 Damages Amount attributable to the materially breaching party shall become  
24 immediately due and payable, and Daybreak may pursue all available remedies to  
25 collect the Damages Amount against the materially breaching Defendant, including  
26 but not limited to execution on the judgment and supplementary proceedings;

27 WHEREAS, the Consent Judgment is the product of a negotiated agreement  
28 between Daybreak and Defendants to resolve and settle the claims alleged by

1 Daybreak against Defendants; and

2 WHEREAS, Daybreak and Defendants have agreed to jointly move the Court  
3 to enter the Consent Judgment as part of this negotiated agreement;

4 Daybreak and Defendants respectfully request that the Court enter the Consent  
5 Judgment.

6 The Court shall retain jurisdiction over this matter for purposes of enforcing  
7 the Consent Judgment and the terms of the Settlement Agreement.

8 THE PARTIES, BY AND THROUGH THEIR COUNSEL BELOW,  
9 STIPULATE TO ENTRY OF THIS ORDER.

10

11 Dated: March 18, 2026

DENTONS US LLP

12

By: s/Nicholas B. Janda  
Nicholas B. Janda  
Daniel A. Schnapp (Pro Hac Vice)  
Monica B. Richman (Pro Hac Vice)  
Mary Kate Brennan (Pro Hac Vice)

13

14

15

Attorneys for Plaintiff DAYBREAK  
GAME COMPANY, LLC

16

17 Dated: March 18, 2026

MORGAN, LEWIS & BOCKIUS LLP

18

By: s/Joshua M. Dalton  
Joshua M. Dalton  
Benjamin Bruce Anger

19

20

Attorneys for Defendants KRISTOPHER  
TAKAHASHI AND ALEXANDER  
TAYLOR

21

22

23

24

25

26

27

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SIGNATURE CERTIFICATION

Pursuant to Section 2(f)(4) of the Electronic Case Filing Administrative Policies and Procedures Manual, I hereby certify that the content of this document is acceptable to Joshua M. Dalton, counsel for Defendants Kristopher Takahashi and Alexander Taylor (collectively, “Defendants”), and that I have obtained his authorization to affix his electronic signature on this document.

Dated: March 18, 2026

DENTONS US LLP

By: s/Nicholas B. Janda  
Nicholas B. Janda