

# Exhibit A

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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  
FINAL JUDGMENT AND  
PERMANENT INJUNCTION UPON  
CONSENT

**IT IS SO ORDERED, ADJUDGED, AND DECREED:**

1. Plaintiff Daybreak Game Company LLC (“Daybreak”) filed this lawsuit on June 14, 2025, seeking injunctive and monetary relief against Defendants Kristopher Takahashi and Alexander Taylor for, *inter alia*, copyright infringement and trademark infringement. (ECF No. 1.)

2. EverQuest was originally developed by Verant Interactive and released by Sony in 1999. In 2015, Sony Online Entertainment LLC, which included the EverQuest development team and all rights in the EverQuest game franchise and related intellectual property, was acquired by a private buyer and renamed Daybreak Game Company LLC.

3. Daybreak is the owner of numerous registered copyrights, including those listed in the chart below:

| Title   | Reg. No.     |
|---|--------------|
| EverQuest.  | PA0000933147 |
| EverQuest.  | TX0004879520 |
| EverQuest. (map)  | VA0001015154 |
| Everquest, the ruins of Kunark.                                       | PA0001001701 |
| EverqQuest : the scars of velious                                     | PA0001077985 |
| EverQuest, shadows of Luclin.   | PA0001084803 |
| EverQuest : Planes of Power.  | PA0001245922 |
| EverQuest Planes of Power: Prima's official strategy guide            | TX0005635557 |
| EverQuest: the ruins of Kunark/written by Brad McQuaid and Jim Lee    | TX0005493741 |
| Everquest: transformation/writer, Devin Grayson; artist Philip S. Tan | TX0005593463 |
| EverQuest : Lost Dungeons of Norrath.                                 | PA0001246135 |
| EverQuest online adventures.  | PA0001245921 |
| EverQuest online adventures : Frontiers.                              | PA0001246134 |
| EverQuest : the legacy of Ykesha.                                     | PA0001246139 |
| EverQuest : Gates of Discord.   | PA0001256065 |
| Omens of war.   | PA0001256081 |
| EverQuest atlas : the maps of Myrist / compiled by Maelin Starpyre.   | TX0006058975 |
| EverQuest role-playing game: player's handbook                        | TX0006052320 |
| Everquest : dragons of Norrath.                                       | PA0001259127 |
| The Shadows of Luclin   | VAU000529434 |
| EverQuest: Rain of Fear ( <i>Client-Side Code 2013</i> )              | PA0002533309 |
| EverQuest Franchise Primer  | TXU002490913 |

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|---|------------------------|
| Encyclopedia Norrathica – A complete and unabridged compilation of historical, geographical and theological writings of the world of EverQuest. | TXU002491692           |
| Norrathica - An edited compilation of historical, geographical and theological writings on the world  | TXU002490919           |
| EverQuest: Rain of Fear ( <i>Client-Side Code 2012</i> )  | PA0002533846           |
| EverQuest: Rain of Fear - Server-Side Code  | PA0002533847           |
| Cazic-Thule ( <i>1999</i> )   | Case No. 1-14932662144 |
| Cazic-Thule ( <i>2010</i> )   | Case No. 1-14932585291 |
| Lord Nagafen ( <i>1999</i> )  | Case No. 1-14932585581 |
| Lord Nagafen ( <i>2006</i> )  | Case No. 1-14932585548 |
| Lady Vox ( <i>1999</i> )  | Case No. 1-14932572631 |
| Lady Vox ( <i>2006</i> )  | Case No. 1-14932572631 |
| Innoruuk  | Case No. 1-14932585515 |

(collectively, the “EverQuest Copyrights”).

4. Defendants acknowledge that the EverQuest Copyrights are valid and protectable.

5. Daybreak also maintains trademark protection for the EverQuest name, including those listed in the chart below:

| Trademark | U.S. Reg. No. | Goods & Services (Int’l Class)   | First Use     |
|-----------|---------------|--|---------------|
| EVERQUEST | 2520693       | Metal key chains and pewter figurines (006);<br><br>Non-metal key chains and figurines made of plastic (020) | Nov. 1, 2000  |
| EVERQUEST | 2137911       | Computer and video game software (028)   | June 16, 1997 |

|    |                                 |         |  |                |
|----|---------------------------------|---------|--|----------------|
| 1  | EVERQUEST                       | 2507594 | Operating a real time, role playing game for others over global and local area computer networks (041)   | March 16, 1999 |
| 2  |                                 |         |  |                |
| 3  | EVERQUEST                       | 2952622 | Computer game software and video game software (009);  | Aug. 18, 2003  |
| 4  | EVOLUTION                       |         | Operating a real time game for others over computer networks (041)   |                |
| 5  |                                 |         |  |                |
| 6  |                                 |         |  |                |
| 7  | EVERQUEST II DESTINY OF VELIOUS | 4026845 | Computer game software and video game software; providing downloadable multiplayer, role playing, real time computer and video game software via an online website for entertainment purposes (009); | Feb. 22, 2011  |
| 8  |                                 |         | Entertainment services, namely, operating a multiplayer, role playing, real time game for others via the Internet and local area computer networks (041)   |                |
| 9  |                                 |         |  |                |
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| 14 | EVERQUEST HOUSE OF THULE        | 4026846 | Computer game software and video game software; providing downloadable multiplayer, role playing, real time computer and video game software via an online website for entertainment purposes (009); | Oct. 12, 2010  |
| 15 |                                 |         | Entertainment services, namely, operating a multiplayer, role playing, real time game for others via the Internet and local area computer networks (041)   |                |
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| 21 |                                 |         |  |                |
| 22 | EVERQUEST: THE RUINS OF KUNARK  | 2562334 | Operating a real time, role playing game for others over global and local area computer networks (041)   | April 24, 2000 |
| 23 |                                 |         |  |                |

(collectively, the “EverQuest Marks”).

6. Defendants acknowledge that the EverQuest Marks are valid and protectable.

1           7. Defendants created, operated, and promoted an unauthorized EverQuest  
2 game called “The Heroes’ Journey” (“THJ”).

3           8. This Court has subject matter jurisdiction over this matter pursuant to  
4 28 U.S.C. §§ 1331 and 1338(a) because this action arises under the Copyright Act,  
5 17 U.S.C. §§ 101 *et seq.*, the Lanham Act, 15 U.S.C. §§ 1051 *et seq.*, and the Digital  
6 Millennium Copyright Act, 17 U.S.C. §§ 1201 *et seq.*

7           9. This Court has personal jurisdiction over the Parties under because:

8           a. Defendants agreed to personal jurisdiction in this District when they  
9 accessed and used the EverQuest software subject to Daybreak’s End  
10 User License Agreement (“EULA”).

11           b. Defendants purposefully have directed their activities toward  
12 California and this District by, among other things, operating an  
13 interactive website accessible to California residents, and actively  
14 soliciting users located in California;

15           c. Defendants have caused harm that they knew would be felt in  
16 California, where Daybreak is headquartered and where Daybreak  
17 owns and manages the EverQuest intellectual property;

18           d. Defendants have infringed the intellectual property owned by a  
19 California company, thereby expressly aiming their conduct at  
20 California; and

21           e. Defendants have received monetary compensation from users  
22 located in California, demonstrating purposeful availment of the  
23 benefits and protections of California law and creating sufficient  
24 minimum contacts with this forum.

25           10. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and  
26 1400(a).

27           11. This Court issued a Preliminary Injunction Order on September 19,  
28 2025 (“PI Order”). (ECF No. 66.)

1           12. The PI Order, among other things, “ENJOINS Defendants, along with  
2 their officers, directors, agents, employees, and all persons or entities acting in active  
3 concert or participation with them, from: developing, distributing, licensing,  
4 promoting, or otherwise making available THJ or any similar software that infringes  
5 Daybreak’s copyrights; operating the website heroesjourneyemu.com and any other  
6 websites used to promote or distribute THJ; maintaining any public or private  
7 repositories containing code for THJ, including at github.com/The-Heroes-Journey-  
8 EQEMU or any other online repository; operating any server emulation software that  
9 enables unauthorized access to Daybreak’s EverQuest copyrighted works; and using  
10 the EVERQUEST mark or any confusingly similar variations thereof.” Id.

11           13. Since the Court issued the PI Order, the Parties have entered into a  
12 Confidential Settlement Agreement (“Settlement Agreement”).

13           14. In addition to the provisions set forth in the Confidential Settlement  
14 Agreement, Defendants agree to the amount of Three Million Five Hundred  
15 Thousand Dollars (\$3,500,000) (“Damages Amount”) as a proxy for damages and  
16 attorneys’ fees that Daybreak may have been able to prove at trial. Daybreak has  
17 agreed to forbear from collecting the Damages Amount from Defendants unless and  
18 until Defendants are found to have breached any provision of this Consent Judgment  
19 or the Settlement Agreement, in which event Daybreak shall be entitled to full  
20 recovery of the Damages Amount from Defendants, in addition to any other remedies  
21 available under this Consent Judgment, the Agreement, or applicable law.

22 **BASED UPON THE FOREGOING, IT IS FURTHER ORDERED THAT:**

23           15. Defendants along with their officers, directors, agents, employees, and  
24 all persons or entities acting in active concert or participation with them, are  
25 permanently enjoined and barred, on or after the Effective Date, from the following:  
26 (a) developing, distributing, licensing, promoting, or otherwise making available THJ  
27 or any similar EverQuest emulator that infringes Daybreak’s EverQuest Copyrights  
28 or EverQuest Marks, or any other Daybreak intellectual property rights; (b) operating

1 the website heroesjourneyemu.com and any other websites used to promote or  
2 distribute THJ; (c) maintaining any public or private repositories containing code for  
3 THJ, including at github.com/The-Heroes-Journey-EQEMU or any other online  
4 repository; (d) operating any server emulation software that enables access to any of  
5 Daybreak’s online games, including but not limited to software that circumvents  
6 authentication mechanisms, replicates server functionality, or facilitates access  
7 outside of Daybreak’s authorized distribution channels or that infringes the Daybreak  
8 Copyrights or other intellectual property rights; (e) using the EverQuest Marks or any  
9 confusingly similar variations thereof; and (f) reproducing, selling, distributing,  
10 publicly performing or displaying, or otherwise using in an infringing manner any of  
11 the EverQuest Copyrights or other Daybreak copyrighted works without  
12 authorization from Daybreak.

13 **IT IS FURTHER ORDERED THAT:**

14 16. The Parties shall comply with the Agreement.

15 **IT IS FURTHER ORDERED THAT:**

16 17. This Court maintains exclusive jurisdiction to enforce this Consent  
17 Judgement and the provisions of the Agreement. The Parties acknowledge that a  
18 breach of this Consent Judgment by Defendants will result in immediate and  
19 irreparable harm to Daybreak, and that Daybreak should be awarded its attorneys’  
20 fees and costs should Daybreak have to bring any motion or proceeding to enforce  
21 the terms hereof. The Parties consent to this Court’s subject matter and personal  
22 jurisdiction for any such motion or proceeding related to the Consent Judgement  
23 and/or the Agreement.

24 **IT IS FURTHER ORDERED THAT:**

25 18. Defendants have consented to the entry of this Consent Judgment,  
26 acknowledge that the Consent Judgment adjudicates all claims related to this matter,  
27 and waive any and all rights of appeal.

28

1 **IT IS FURTHER ORDERED THAT:**

2 19. Unless expressly stated, the specific prohibitions, obligations, and  
3 requirements imposed by this Consent Judgment shall be in effect for unlimited  
4 duration.

5 DONE AND ORDERED in \_\_\_\_\_, California, on  
6 March \_\_\_\_\_, 2026.

7 **IT IS SO ORDERED.**

8  
9 Dated: March \_\_\_\_\_, 2026

DENTONS US LLP

10 By:

11 Hon. Cynthia Bashant, Chief Judge  
12 United States District Court

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