

WHEREFORE, Plaintiffs request that the Court grant their Motion in its entirety and enter the proposed judgment attached hereto. Plaintiffs further request any other relief, whether in law or in equity, to which this Court may find Plaintiffs to be justly entitled.

Dated: February 23, 2017

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Respectfully submitted,

s/ Phillip B. Philbin

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ZeniMax Media Inc. and id Software LLC*

CERTIFICATE OF CONFERENCE

I hereby certify that on February 22, 2017, I conferred with Russell Falconer, counsel for Defendants, regarding the relief requested by this Motion. Defendants stated that they would not assent to the relief requested by this Motion.

Dated: February 23, 2017

s/ Kurt Wm. Hemr

Kurt Wm. Hemr

CERTIFICATE OF SERVICE

On February 23, 2017, I electronically submitted the foregoing document with the clerk of court for the U.S. District Court, Northern District of Texas, using the electronic case files system of the court. I hereby certify that I have served all counsel and/or pro se parties of record electronically or by another manner authorized by Federal Rule of Civil Procedure 5(b)(2).

Dated: February 23, 2017

s/ Phillip B. Philbin

Phillip B. Philbin

1. ZeniMax shall recover from Defendant Oculus in the principal sum of \$200,000,000.00 on ZeniMax's claim of breach of contract, plus prejudgment interest calculated as simple interest from May 21, 2014 until the date of entry of this judgment, at the rate of five percent per annum, in the sum of \$_____.

2. ZeniMax shall recover from Defendant Oculus in the principal sum of \$50,000,000.00 on ZeniMax's claim of copyright infringement, plus prejudgment interest calculated as simple interest from December 11, 2012 until the date of entry of this judgment, at a rate of five percent per annum, in the sum of \$_____.

3. ZeniMax shall recover from Defendant Oculus in the principal sum of \$50,000,000.00 on ZeniMax's claim of false designation of origin, subject to enhancement pursuant to 15 U.S.C. § 1117 in the amount of an additional \$100,000,000.00, plus prejudgment interest calculated, compounded, from August 1, 2012 until the date of entry of this judgment, at a rate of [3.32%] per annum, in the sum of \$_____.

4. ZeniMax shall recover from Defendant Palmer Luckey in the principal sum of \$50,000,000.00 on ZeniMax's claim of false designation of origin, subject to enhancement pursuant to 15 U.S.C. § 1117 in the amount of an additional \$100,000,000.00, plus prejudgment interest calculated, compounded, from August 1, 2012 until the date of entry of this judgment, at a rate of [3.32%] per annum, in the sum of \$_____.

5. ZeniMax shall recover from Defendant Brendan Iribe in the principal sum of \$150,000,000.00 on ZeniMax's claim of false designation of origin, subject to enhancement pursuant to 15 U.S.C. § 1117 in the amount of an additional \$300,000,000.00, plus prejudgment interest calculated, compounded, from August 1, 2012 until the date of entry of this judgment, at a rate of [3.32%] per annum, in the sum of \$_____.

6. Post-judgment interest shall accrue on the foregoing at the rate provided by 28 U.S.C. § 1961.

7. Defendant John Carmack is ordered to immediately return to Plaintiffs any and all copies within his possession, custody, or control of the documents taken by him from ZeniMax and id Software including without limitation those documents downloaded by him, from any ZeniMax or id computer, or any computer located at id Software's offices, to any USB device, and further, Defendant Carmack is ordered to immediately return to Plaintiffs all computer code developed and/or owned by ZeniMax or id Software, including, without limiting the foregoing, all source code from the video games *RAGE* and *DOOM*. This order to return the aforementioned property to ZeniMax shall include, but not be limited to, any and all copies of documents, computer code, files, and other materials copied onto Defendants' systems or computers.

Additionally, it is **ORDERED, ADJUDGED, and DECREED** that ZeniMax shall also recover its reasonable attorneys' fees and nontaxable expenses (i) from Oculus, Iribe, and Luckey as incurred in prosecuting ZeniMax's claims against those Defendants, and (ii) from Carmack as incurred in defending against Carmack's counterclaims, as the Court awards based on supporting documentation to be filed within 14 days of the date this judgment is entered. ZeniMax shall also recover its costs, and ZeniMax shall file a bill of such costs within 14 days of the date this judgment is entered.

It is also **ORDERED, ADJUDGED, and DECREED** that:

8. Defendant Oculus, its parents, subsidiaries, affiliates, shareholders, agents, representatives, employees, officers, and directors are permanently enjoined from possessing, publishing, disclosing, or utilizing in any form or for any purpose any of ZeniMax's copyrighted

materials (the “Copyrighted Materials”) found to have been infringed by the jury in its verdict, specifically *DOOM 3: BFG Edition*, *ZeniMax VR Testbed Code*, *ZeniMax VR Implementation Code*, and *ZeniMax VR Implementation Code – Assets*, including, without limitation, all computer code derived from the Copyrighted Materials or developed with reference to the Copyrighted Materials, all of which shall be deemed Copyrighted Materials.

9. Defendant Oculus shall immediately return to ZeniMax all documents and other media reflecting the Copyrighted Materials, including any and all copies thereof.

10. Defendant Oculus shall immediately and permanently delete the Copyrighted Materials from all of its computers and computer networks.

11. Defendant Oculus is permanently enjoined, on a worldwide basis, from using, marketing, selling, distributing, modifying, servicing, copying, or offering for sale or license any products, in whole or in part, that utilize in any form or for any purpose any of the Copyrighted Materials, including but not limited to (i) system software for Oculus PC (including the Oculus PC SDK); (ii) system software for Oculus Mobile (including the Oculus Mobile SDK); (iii) Oculus integration with the Epic Games Unreal Engine; and (iv) Oculus integration with the Unity Technologies Unity Game Engine.

12. Defendants Oculus and Palmer Luckey, and any of their parents, subsidiaries, affiliates, shareholders, agents, representatives, employees, officers, and directors are permanently enjoined from utilizing any and all of ZeniMax’s intellectual property and confidential information disclosed to Oculus pursuant to the Non-Disclosure Agreement, including without limitation, all software, computer code, technical information, plans, and processes.

13. Defendants Oculus, Palmer Luckey, Brendan Iribe, and any of their parents, subsidiaries, affiliates, shareholders, agents, representatives, employees, officers, and directors are permanently enjoined from engaging in any ongoing acts of false designation of origin found to have been committed by the jury in its verdict, including, but not limited to, any continued use of the Kickstarter video or any other materials using, referencing, bearing or incorporating any of ZeniMax's registered or unregistered trademarks or any other word, term, name, symbol, or device, or any combination thereof associated with ZeniMax's business. To the extent the Kickstarter video remains available on the world wide web, Defendants will endeavor to remove that video from further circulation.

This is a FINAL JUDGMENT with respect to all claims and parties.

SO ORDERED.

SIGNED this ____ day of _____ 2017.

The Hon. Ed Kinkeade
District Judge