


<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Crisostomo G. Ibarra (SBN:103480) Ibarra Professional Law Corporation 459 Fulton Street, Suite 109 San Francisco, CA 94102 TELEPHONE NO.: 415-398-5329 FAX NO. (Optional) 415-398-6831 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Defendant and Cross-Complainants</p>	<p style="text-align: right;">FOR COURT USE ONLY</p> <p style="text-align: center;">  SEP 19 2013 CLERK OF THE COURT WESLEY RAMIREZ Deputy Clerk </p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME:</p>	
<p>PLAINTIFF/PETITIONER: Elsepage LLC DEFENDANT/RESPONDENT: Moornise Productions, Inc., and DOES 1-10</p>	
<p style="text-align: center;">NOTICE OF ENTRY OF JUDGMENT OR ORDER</p> <p>(Check one): <input checked="" type="checkbox"/> UNLIMITED CASE (Amount demanded exceeded \$25,000) <input type="checkbox"/> LIMITED CASE (Amount demanded was \$25,000 or less)</p> <p style="text-align: right;">CASE NUMBER: CGC-12-517722</p>	


TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): September 10, 2013
2. A copy of the judgment, decree, or order is attached to this notice.

Date: 09/17/2013

Crisostomo G. Ibarra

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)


 (SIGNATURE)

PLAINTIFF/PETITIONER: Elsepage LLC	CASE NUMBER: CGC-12-517722
DEFENDANT/RESPONDENT: Moonrise Productions, Inc., and DOES 1-10	

**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

459 Fulton Street, Suite 109
San Francisco, CA 94102

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. deposited the sealed envelope with the United States Postal Service.
- b. placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*): 09/19/13
- b. from (*city and state*): San Francisco, California

4. The envelope was addressed and mailed as follows:

- | | |
|---|---|
| <ul style="list-style-type: none"> a. Name of person served:
Elsepage LLC c/o Cyril Delencre
Street address: 2915 Ogletown Road, #1400
City: Newark
State and zip code: DE 19713 | <ul style="list-style-type: none"> c. Name of person served:
Street address:
City:
State and zip code: |
| <ul style="list-style-type: none"> b. Name of person served:
Street address:
City:
State and zip code: | <ul style="list-style-type: none"> d. Name of person served:
Street address:
City:
State and zip code: |

Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

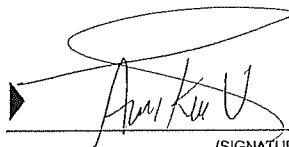
5. Number of pages attached 10.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 09/19/13

Annia Velasquez

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

1 Crisostomo G. Ibarra (SBN:103480)
2 Ibarra Professional Law Corporation
3 459 Fulton Street, Suite 102
4 San Francisco, CA 94102
5 Telephone: (415) 398-5329
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ENDORSED
FILED
San Francisco County Superior Court

SEP 10 2013

CLERK OF THE COURT
BY: YOLANDA MAZARIEGOS
Deputy Clerk

Attorneys for Defendant and Cross-Complainants
MOONRISE PRODUCTIONS, INC., et al.

8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF SAN FRANCISCO

10 ELSEPAGE LLC,
11
12 Plaintiff,
13 vs.

14 MOONRISE PRODUCTIONS, INC., and
DOES 1-10,
15 Defendants.

Case No. CGC-12-517722

**JUDGMENT AFTER TRIAL BY COURT,
PLAINTIFF/CROSS-DEFENDANT
FAILING TO APPEAR**

Date: August 5, 2013
Time: 9:30 A.M.
Dept.: 514

Trial Date: 08-05-2013

16 MOONRISE PRODUCTIONS, INC., GARY
17 KLINGSHEIM and JENNY DENG,
18
19 Cross-Complainants,

20 vs.
21 ELSEPAGE LLC,
22 Cross-Defendant.

23
24 This action came on regularly for trial on August 5, 2013, at 9:30 A.M. Crisostomo G.
25 Ibarra appeared as attorney for MOONRISE PRODUCTIONS, INC., GARY KLINGSHEIM
26 AND JENNY DENG, Defendant and Cross-Complainants, in the above-entitled action;
27 ELSEPAGE LLC, Plaintiff and Cross-Defendant in the above-entitled action failed to appear.
28 Proof having first been made to the satisfaction of the court that ELSEPAGE LLC
("ELSEPAGE") has had since January 7, 2013, 187 days notice of the time and place fixed for

1 trial of this action and a jury trial having been waived, the court heard testimony and considered
2 the evidence,

3 And the court, with the regard to the issues of Breach of Contract, Common Count,
4 Defamation (Libel), Civil Extortion, Invasion of Privacy (False Light), Invasion of Privacy
5 (Appropriation of Likeness), Violation of California Penal Code Section 528.5, and whether to
6 issue a Permanent Injunction following the adoption of the tentative ruling on July 8, 2013, on
7 the Notice of Motion and Motion to Strike, To Dismiss, and For Injunctive Relief, Granted, no
8 opposition filed, makes the following statement of decision:

9 1. ELSEPAGE had a website development agreement with MOONRISE
10 PRODUCTIONS, INC. ("MOONRISE"), for ELSEPAGE to pay MOONRISE for development
11 of its website. MOONRISE completed the design which ELSEPAGE approved; these parties
12 then agreed to have an addendum to the website development agreement, for MOONRISE to use
13 its best efforts to complete the BETA version of the website, which MOONRISE completed to
14 the best of its efforts. Upon the launch of the website, ELSEPAGE owed MOONRISE \$24,900,
15 for services rendered, which has remained unpaid. Thereby, MOONRISE is owed \$24,900 by
16 ELSEPAGE for breach of contract, or in the alternative, in quantum meruit under the common
17 count theory.

18 2. From September 28, 2011 and on, ELSEPAGE ^{PHU} ~~including~~ ^{through} its principal agent CYRIL
19 DELENCRE ("DELENCRE"), printed, published, and posted in various online consumer
20 complaint boards and other Internet websites, complaints against MOONRISE, GARY
21 KLINGSHEIM ("KLINGSHEIM") and JENNY DENG ("DENG"), which were fake, fictitious,
22 untruthful, and harmful to these parties. ELSEPAGE and DELENCRE admitted causing these
23 postings in the emails generated by DELENCRE to KLINGSHEIM and DENG, dated September
24 30, 2011 and October 1, 2011, as well as in correspondence issued by DELENCRE and
25 ELSEPAGE to this Superior Court on February 5, 2013, and on April 1, 2013. These statements
26 and postings are libelous per se as they alleged criminal conduct, acts of dishonesty and
27 disrepute, which were untruthful since they were not committed by MOONRISE,
28 KLINGSHEIM and DENG. These postings were false because these Cross-Complainants did

1 not wrongfully take ELSEPAGE'S money. ELSEPAGE caused the postings to be made
2 knowing they were false and with reckless disregard as to their truth, and ELSEPAGE
3 proximately caused Cross-Complainants' suffering in the loss of reputations, shame and hurt
4 feelings of KLINGSHEIM and DENG, including lost business, clients and business
5 opportunities, as listed in Attachment A to this Judgment. ELSEPAGE published these postings
6 with malice and oppression, without any good faith belief in the truth of the matter asserted, and
7 with hatred or ill-will towards Cross-Complainants, ~~so that punitive damages against ELSEPAGE~~
8 ~~are warranted.~~ PHA

9 3. On September 26, 2011, ELSEPAGE sent Cross-Complainants a letter via e-mail that
10 threatened to soil Cross-Complainants' Internet reputations unless Cross-Complainants paid
11 ELSEPAGE \$385,000. On September 30, 2011, ELSEPAGE sent Cross-Complainants an e-
12 mail informing Cross-Complainants that it had started to ruin Cross-Complainants' reputations
13 online, and that it would continue to damage the latter's reputations. On October 1, 2011,
14 ELSEPAGE sent Cross-Complainants another e-mail acknowledging its responsibility for
15 damaging online postings, and to continue to so act and take Cross-Complainants out of business
16 forever unless the latter finished the project or pay ELSEPAGE. These threats caused harm to
17 Cross-Complainants as their reputations were damaged by ELSEPAGE.

18 4. The Internet postings by ELSEPAGE that showed KLINGSHEIM and DENG in a
19 false light, calling them thieves and liars, are highly offensive, and ELSEPAGE knew and acted
20 with reckless disregard for the truth, creating false impressions about KLINGSHEIM and
21 DENG, and damage to these Cross-Complainants. ELSEPAGE's conduct was the substantial
22 factor and proximate cause of these Cross-Complainants' harm, including the use of pictures of
23 KLINGSHEIM and DENG on the Internet which further hurt these Cross-Complainants'
24 reputations, including their rights of privacy. ^{Some} Many businesses, as listed in Attachment "A", PHA
25 withdrew from contractual dealing with MOONRISE after viewing the defamatory postings
26 online. These acts of ELSEPAGE were made with malice and oppression, hatred or ill-will
27 towards these Cross-Complainants, ~~so that an award of punitive damages against ELSEPAGE is~~
28 ~~warranted.~~ PHA

PHA

used false names

1 5. ELSEPAGE and its agents, including CYRIL DELENCRE, ~~impersonated other~~
 2 ~~actual persons~~ to make it look like there were numerous complaints against Cross-Complainants
 3 by other individuals and entities while ELSEPAGE posted its complaints on various Internet
 4 websites, for the purpose of harming Cross-Complainants' reputations, intimidate and threaten
 5 Cross-Complainants to either pay ELSEPAGE \$385,000 or finish the project. ELSEPAGE
 6 ~~damaged Cross-Complainants by such acts.~~ The false names used by ELSEPAGE and
 7 DELENCRE include, among others, Richard 333, Alks, Jeff Stewart, Jack Willing, CYRIL,
 8 Jessica 999, User 455615, Chris Neal, Moka Isabella Jade, Douggle, I.J.

PHA

9 6. ELSEPAGE and DELENCRE, and all others who have acted in concert and
 10 conspired with ELSEPAGE to defame MOONRISE, KLINGSHEIM and DENG, have been
 11 ordered, on July 8, 2013, to stop circulating statements on the Internet, any and all materials that
 12 are harmful to Cross-Complainants, and to retract all the postings ^d regarding Cross- PHA
 13 Complainants on the websites that contain such statements. As Cross-Complainants have
 14 provided evidence that there remains many such harmful postings that continue to exist in the
 15 Internet, this Court will issue a permanent injunction against ELSEPAGE to stop all defamatory
 16 activities and language against Cross-Complainants, including the various URLs that are listed in
 17 **Attachment "B"** to this Judgment, and any other such harmful defamatory statements as to
 18 Cross-Complainants in URLs, postings, websites and images on the Internet that have yet to be
 19 discovered.

20 7. ELSEPAGE as an entity having failed to secure an attorney in these proceedings
 21 since January 7, 2013, the Answer of ELSEPAGE to the Cross-Complaint is hereby stricken, the
 22 Complaint of ELSEPAGE is hereby dismissed, and the default of ELSEPAGE to the Cross-
 23 Complaint is hereby entered.

NOW, THEREFORE, IT IS ADJUDGED, ORDERED AND DECREED that

1. ELSEPAGE LLC is permanently enjoined from posting anything harmful,
 defamatory, libelous, hurtful as to MOONRISE PRODUCTIONS, INC., GARY
 KLINGSHEIM, JENNY DENG; for ELSEPAGE LLC, and any and all URLs
 (including, but not limited to, the URL list that is attached to this Judgment),

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Internet hosting entities, websites, to remove the fake postings as listed above,
and among others, in the Internet, and from making similar postings in the future.

2. ELSEPAGE LLC shall pay to MOONRISE PRODUCTIONS, INC., ^{GARY KLINGSHEIM, AND JENNY DENG} the amount
of Twenty Four Thousand Nine Hundred Dollars (\$24,900.00) in compensatory
damages for breach of contract, and ^{385,000.} ~~\$730,200.00~~ in damages for lost business as a
result of defamation.

PKA

~~3. ELSEPAGE LLC shall pay to GARY KLINGSHEIM the amount of Two
Hundred Forty Three Thousand Four Hundred Dollars (\$243,400.00) in
compensatory damages for lost revenues due to defamation.~~

~~4. ELSEPAGE LLC shall pay to JENNY DENG the amount of Seven Hundred
Forty Three Thousand Four Hundred Dollars (\$743,400.00) in compensatory
damages due to lost revenues from defamation.~~

5. ELSEPAGE LLC shall pay to MOONRISE PRODUCTIONS, INC., GARY
KLINGSHEIM and JENNY DENG costs of proceedings in the amount of
\$1,380.00 in filing fees and \$5.60 in postage.

Dated: 9/10/13

Paul H. Alvarado
SUPERIOR COURT JUDGE

PAUL H. ALVARADO

Attachment A

ATTACHMENT A to JUDGMENT: Elsepage LLC v. Moonrise Productions, Inc., et seq. CGC-12-517722

LOST BUSINESS TO MOONRISE PRODUCTIONS, INC., AS A RESULT OF-ONLINE DEFAMATION BY ELSEPAGE LLC:

1. Mr. Todd Scholl of Brand Bravo	\$145,000.00
2. Mr. Emilio De La Via, College Apps	\$ 40,000.00
3. Mr. Tavner Dunlap, Pharmaceutical Platform	\$125,000.00
4. Mr. Ray Harriman, OurHouse USA	\$ 35,000.00
5. Mr. Joe Gendron, Download	\$40,000.00
6. Cardinal Health	\$150,000.00
7. Green Kahuna	\$114,000.00
8. TaM-Sdot Media	\$ 80,000.00
9. Leverage Magazine	\$ 50,000.00
10. iCoach USA	\$107,000.00
11. Alive Cor	\$47,000.00
12. Fashion Trends	\$100,000.00
13. Stratascale	\$36,000.00
14. Project Eve	\$48,000.00
15. Bianchi Orchard Sys	\$50,000.00
16. Tyler Florence	\$50,000.00
TOTAL:	\$1,217,000.00

Attachment B

9/30/2011	http://www.pissedconsumer.com/reviews-by-company/moonrise-productions.htm?order=media
9/30/2011	http://www.pissedconsumer.com/reviews-by-company/moonrise-productions.html
Ripoff Report	
9/29/2011 (Dir)	http://www.ripoffreport.com/reports/directory/web-developers-gary-klingshalm--jenny-deng
9/29/2011	http://www.ripoffreport.com/r/Moonrise-PRODUCTIONS-INC/sausalito-California-94965/Moonrise-PRODUCTIONS-INC-Moonrise-Design-Moonrise-Hosting-Gary-Klingshalm-Jenny-Deng-S-782901
9/30/2011	http://www.ripoffreport.com/r/Web-Developers-Gary-Klingshalm-Jenny-Deng/Sausalito-California-94965/Web-Developers-Gary-Klingshalm-Jenny-Deng-These-people-stole-us-100k-and-never-delivered-783184
Scam.com	
9/30/2011	http://scam.com/showthread.php?t=143215&highlight=moonrise
9/30/2011	http://scam.com/showthread.php?t=143270&highlight=moonrise
Scam Exposure Site	
9/28/2011	http://www.scamexposure.com/scam-report/moonrise-productions-inc-moonrise-design-moonrise-c52464.html
9/29/2011	http://www.scamexposure.com/scam-report/web-developers-gary-klingshalm-jenny-deng-these-people-c52627.html
9/28/2011	http://www.scamexposure.com/?search=moonrise
Scamtop	
9/28/2011	http://www.scamtop.com/search?q=moonrise
9/28/2011	http://www.scamtop.com/item/moonrise-productions-inc-moonrise-design-moonrise-hosting-gary-klingshalm-jenny-deng-scam-web-developers-thelives-lars-sausalito-california-i1408652.html
9/29/2011	http://www.scamtop.com/item/web-developers-gary-klingshalm-jenny-deng-these-people-stole-us-100k-and-never-delivered-the-project-sausalito-california-i1408908.html

Elsepage Defamation URL's