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11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA

13 RIOT GAMES, INC. and BUNGIE,
14 INC.,
15 Plaintiffs,
16 v.
17 CAMERON SANTOS d/b/a
18 "GATORCHEATS," an individual, and
19 Does 1 through 10, inclusive,
20 Defendants.

CASE NO. 2:21-cv-195

COMPLAINT FOR:

**(1) TRAFFICKING IN
CIRCUMVENTION DEVICES;**

**(2) INTENTIONAL
INTERFERENCE WITH
CONTRACTUAL RELATIONS;**

(3) UNFAIR COMPETITION

Demand For Jury Trial

21 Riot Games, Inc. ("Riot") and Bungie, Inc. ("Bungie") (collectively
22 "Plaintiffs") allege as follows:

23 **PRELIMINARY STATEMENT**

24 1. Riot and Bungie are the owners and publishers of two of the most
25 popular online multiplayer video games in the world: "Valorant" and "Destiny 2"
26 (collectively, the "Games"). By this lawsuit, Plaintiffs seek to put a stop to the
27 unlawful, for-profit sale and distribution of malicious software products designed
28 to enable members of the public to gain unfair competitive advantages (*i.e.*, to

1 cheat) in the Games, and, thereby, to impair and destroy Plaintiffs' Games,
2 Plaintiffs' overall business, and the experience of Plaintiffs' player community.

3 2. Defendant Cameron Santos ("Defendant" or "Santos") is the owner
4 and operator of several commercial online business ventures engaged in the
5 development, sale, distribution, marketing, and exploitation of a portfolio of
6 malicious cheats and hacks for popular multiplayer games, including the Games.
7 Among the most prominent of these ventures is "GatorCheats," which largely
8 operates via the website www.gatorcheats.com (the "GatorCheats Website"). Via
9 the GatorCheats Website and other related websites and social media accounts,
10 Defendant and those working in concert with him sell a Valorant cheat known as
11 "Gatorant" and a suite of software cheats for Destiny 2 (the "Destiny 2 Cheats")
12 (collectively, the "Cheating Software"). The Cheating Software enables players to
13 manipulate Valorant and Destiny 2 to their personal advantage, such as by
14 automatically aiming weapons, revealing the locations of opponents, and allowing
15 the player to see a vast array of information that otherwise would be obscured.

16 3. Defendants' conduct has caused, and is continuing to cause, massive
17 and irreparable harm to Plaintiffs and their business interests. The success of
18 Plaintiffs' Games depends on them being enjoyable and fair for all players, and
19 Plaintiffs spend an enormous amount of time and money to ensure that this is the
20 case. Defendants' sale and distribution of the Cheating Software has caused
21 Plaintiffs to suffer irreparable damage to their goodwill and reputation and to lose
22 millions of dollars in revenue.

23 4. In creating, marketing, selling, servicing, and distributing the
24 Cheating Software, Defendants have engaged in numerous unlawful acts under
25 United States and California law. Defendants have violated Section 1201 of the
26 Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 1201(b)(1), by selling,
27 importing, offering, providing, and otherwise trafficking in technologies that
28 circumvent or evade anti-cheat technologies used by Plaintiffs to protect the

1 integrity and commercial value of Valorant and Destiny 2. Defendants also have
2 knowingly, intentionally, and maliciously interfered with and disrupted the
3 contracts Plaintiffs have with their customers in the United States, which explicitly
4 prohibit the exact type of cheating that Defendants enable, encourage, and solicit
5 by marketing and selling their Cheating Software. Defendants not only know that
6 their conduct is unlawful, but they engage in that conduct with the deliberate intent
7 to harm Plaintiffs, their businesses, and their player community. Plaintiffs are
8 entitled to monetary damages, injunctive and other equitable relief, and punitive
9 damages against Defendants.

10
11

JURISDICTION AND VENUE

12 5. This is a civil action seeking damages, injunctive relief, and other
13 equitable relief under the anti-circumvention provisions of the DMCA, 17 U.S.C. §
14 1201, and the laws of the State of California.

15 6. This Court has subject matter jurisdiction over Plaintiffs' claims for
16 violating the anti-circumvention provisions of the DMCA pursuant to 28 U.S.C. §§
17 1331 and 1338(a). Pursuant to 28 U.S.C. § 1367, this Court has supplemental
18 jurisdiction over Plaintiffs' state law claims for intentional interference with
19 contract and unfair competition, which are so related to Plaintiffs' federal claims as
20 to be part of the same case or controversy.

21 7. This Court has personal jurisdiction over Defendants because they
22 have purposefully directed their activities at the United States, and at California in
23 particular, have purposefully availed themselves of the benefits of doing business
24 in California, and have established a continuing presence in California. Plaintiffs
25 are informed and believe, and on that basis allege, that, without limitation:

26 (a) Defendants conduct extensive and ongoing business with users
27 in the State of California;

28

1 (b) Defendants distribute the Cheating Software in the State of
2 California, advertise and market the Cheating Software in the United States and the
3 State of California, and communicate directly with users in the United States and
4 in the State of California, including for the purposes of soliciting purchases of the
5 Cheating Software by such users and providing technical support for the Cheating
6 Software;

7 (c) Defendants have entered into, and continue to enter into,
8 contracts with individuals in the State of California, including contracts pursuant to
9 which these individuals license from Defendants the right to install and use the
10 Cheating Software. In return for such licenses, Defendants receive ongoing
11 recurring daily, weekly, or monthly payments from individuals in the United States
12 and the State of California; and

13 (d) Defendants contract with entities located in the State of
14 California in connection with their businesses. This includes, for example, domain
15 name registries, hosting or content delivery services, as well as credit card
16 processors and merchant banks.

17 (e) Defendants engage in conduct that they know is likely to cause
18 harm to Plaintiffs in the State of California, including in this District, where Riot is
19 located and has its principal place of business.

20 8. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)
21 because this is a judicial district in which a substantial part of the events giving rise
22 to the claims occurred, and/or in which Plaintiffs' injury was suffered.

23

24

THE PARTIES

25 9. Riot is a corporation duly organized and existing under the laws of the
26 State of Delaware, with its principal place of business in Los Angeles, California.

27 10. Bungie is a corporation duly organized and existing under the laws of
28 the State of Delaware, with its principal place of business in Bellevue, Washington.

1 11. Plaintiffs are informed and believe, and on that basis allege, that
2 Defendant Santos is an individual residing in Albuquerque, New Mexico.
3 Plaintiffs are informed and believe, and on that basis allege, that Santos is the
4 founder, owner, operator, and/or driving force of GatorCheats, is the owner and
5 operator of the GatorCheats Website, and at times does business under other
6 names, such as “Honeyhacks” and “Voidcheaters.” Under one or more of these
7 business names, Santos markets, advertises, promotes, and otherwise facilitates the
8 sale of the Cheating Software.

9 12. Plaintiffs are informed and believe, and on that basis allege, that
10 defendant Doe 1 a/k/a “Hal,” Doe 2 a/k/a “Matt,” and Doe 3 a/k/a “Megan”
11 provide or previously provided customer support for GatorCheats customers (i.e.,
12 users of the Cheating Software) via various online chat and messaging platforms.
13 In that role, these individuals communicate with Plaintiffs’ customers in order to
14 support and enable their use of the Cheating Software, and serve as liaison to,
15 and/or themselves operate as, developers of the Cheating Software. Among other
16 activities, Hal, Matt, and Megan assist customers in operating the Cheating
17 Software, give advice to customers as to how to avoid being caught or detected by
18 Plaintiffs for using the Cheating Software, and communicate to users about updates
19 and improvements to the Cheating Software. The true names and capacities,
20 whether individual, corporate, associate, or otherwise, of Hal, Matt, and Megan are
21 unknown to Plaintiffs, which has therefore sued said defendants by such aliases
22 and fictitious names.

23 13. The true names and capacities, whether individual, corporate,
24 associate, or otherwise, of the remaining Doe defendants are unknown to Plaintiffs,
25 which have therefore sued said defendants by such aliases and fictitious names.
26 These defendants include individuals whose real identities are not yet known to
27 Plaintiffs, but who are acting in concert with one another, often under the guise of
28 Internet aliases, in committing the unlawful acts alleged herein. Among the Doe

1 Defendants are developers, resellers, technical support staff, and other individuals
2 who have participated in the development, sale, and distribution of the Cheating
3 Software. Plaintiffs will seek leave to amend this complaint to state their true
4 names and capacities once said defendants' identities and capacities are
5 ascertained. Plaintiffs are informed and believe, and on that basis allege, that all
6 defendants sued herein are liable to Plaintiffs as a result of their participation in all
7 or some of the acts set forth in this complaint. (All of the aforementioned
8 defendants, both the named defendants and the Doe defendants, are referred to
9 herein collectively as "Defendants.")

10 14. Plaintiffs are informed and believe, and on that basis allege, that at all
11 times mentioned in this complaint, each of the Defendants was the agent of each of
12 the other Defendants and, in doing the things alleged in this complaint, was acting
13 within the course and scope of such agency.

14
15 **FACTS APPLICABLE TO ALL CLAIMS**

16 **Riot and Valorant**

17 15. Riot is the developer, owner, and distributor of the popular video
18 game "Valorant." Valorant is an online multiplayer game currently available on
19 Windows-based personal computers. Since its release, Valorant has received
20 glowing reviews and has consistently ranked among the most popular games
21 streaming on the live-streaming platform Twitch. Valorant is offered on a "free-to-
22 play" basis, meaning that there is no charge for players to download and play the
23 game on their personal computers.

24 16. Valorant is a team-based, tactical "first-person shooter" game that
25 allows players to play as one of a set of "agents," pre-designed characters that
26 possesses unique attributes, skills, weapons, and other abilities. Players start each
27 round with a pistol and a "charge" for one of their signature abilities. Other
28 weapons and charges are purchased using in-game currency (awarded based on the

1 outcomes of game rounds). Weapons available to players include automatic and
2 semi-automatic guns that have shooting patterns a player must learn and master in
3 order to be able to use them properly and accurately.

4 17. Valorant matches are intense and highly competitive affairs, with a
5 heavy emphasis on teamwork. Teams that do not cohesively work together and
6 account for individual players' strengths and weaknesses have a very hard time
7 prevailing, particularly if they come up against a team of dedicated players that is
8 working together. Since its release, Valorant has developed a robust and growing
9 player community, and is rapidly becoming one of the most important and popular
10 competitive "esports." Valorant is played by casual players, serious amateurs, and
11 professional players, including in professional and semi-professional tournaments
12 around the world.

13

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Bungie and Destiny 2

15 18. Bungie is the developer, owner, and distributor of the video game
16 titled "Destiny 2." Destiny 2 is an online multiplayer "first-person shooter"
17 currently available on Windows-based personal computers, as well as home video
18 game consoles and the Google Stadia cloud gaming service. Destiny 2 originally
19 was released on September 6, 2017, for the Sony Playstation 4 and Microsoft Xbox
20 One, and on October 24, 2017, for Windows computers. Since the game's original
21 release, Bungie has released for sale multiple expansions or add-ons to the main
22 game experience, including, most recently, the "Beyond Light" expansion released
23 in November 2020. These expansions typically offer players new quests, weapons,
24 game modes, and other additions or revisions to Destiny 2's core gameplay.

25 19. Destiny 2 is an open, "shared-world" multiplayer, "first-person
26 shooter" game in which players can see and interact with one another. The game
27 offers two main types of activities: player-versus-environment (PvE), in which
28 players cooperate to fight against computer-controlled opponents, and player-

1 versus-player (PvP), in which players compete against one another. Players
2 generally are free to complete activities in Destiny 2 on their own, or with a team
3 of friends (or people randomly assigned to them via matchmaking). Some
4 activities, however, require players to team up with others, specifically three-player
5 “Strikes” and six-player “Raids,” and some competitive PvP modes in which
6 players can obtain extremely rare items and other rewards.

7 20. Matches played in Destiny 2’s PvP modes are intense and highly
8 competitive affairs. In Destiny 2, competition can be particularly intense due to
9 the presence of rare loot which can affect player progression, in addition to the
10 prestige of increasing one’s rank and character power. As a result, the demand for
11 software that gives players an unfair advantage in Destiny 2’s PvP modes is
12 particularly high.

13 21. Destiny 2’s PvE modes can also become intense affairs because
14 players can obtain special physical merchandise if they earn certain in-game
15 “achievements” by completing very challenging content within specific
16 timeframes. As such, many players take part in highly competitive “achievement
17 hunting” in the hope of obtaining those awards. The idea that players could qualify
18 for these difficult-to-obtain awards by using cheat software, or that they are
19 progressing more rapidly in order to become competitive by using cheats, cheapens
20 the experience for legitimate players.

21
22 **Plaintiffs’ Business Model**

23 22. Plaintiffs’ success rests in large part on their ability to offer
24 consistently compelling player experiences so that customers remain invested in
25 the Games and play them for a sustained period of time. Retaining and satisfying
26 their player communities is an acute concern for Plaintiffs because much of the
27 revenue Plaintiffs earn from their Games is from dedicated or long-term players
28 who enjoy the Games and wish to enhance their experience with the Games by

1 investing in “virtual goods” (such as new characters, new weapons, and cosmetic
2 upgrades such as distinctive “skins” or clothing) or purchasing expansion packs
3 that offer new facets to the game experience.

4 23. Both Valorant and Destiny 2 are offered to the public for free. Thus,
5 in order to play the Games, a member of the public need only register an account
6 with Plaintiffs, download the respective Game software, and connect to Plaintiffs’
7 multiplayer servers. Should a player wish to purchase optional in-game items,
8 unlock new characters, or gain access to exclusive content, he or she may do so by
9 purchasing in-game currency (known as “Valorant Points” in Valorant and
10 “Silver” in Destiny 2.) Additionally, Bungie creates and makes available for sale
11 Destiny 2 “expansions,” which offer new content and new game modes.

12 24. The revenue from the sale of virtual currency and digital
13 enhancements or expansions is what enables Plaintiffs to maintain, update, service,
14 and develop the Games and their online services. Accordingly, it is paramount to
15 Plaintiffs’ business models that the Games retain the interest of their respective
16 user bases for sustained periods of time, so that players will remain dedicated to
17 the Games, recommend the Games to friends and family, and continue to purchase
18 virtual items and expansions. A vital part of the player experience is the fairness
19 and integrity of the Games, and thus Plaintiffs invest an enormous amount of time
20 and money to ensure that all players stand on equal footing and have a fair chance
21 of progressing in the Games. If players perceive that others are cheating or have
22 an unfair advantage, they will grow frustrated with the Games and stop playing.
23 That, in turn, could disrupt and/or destroy the Games’ player communities and
24 severely harm Plaintiffs’ ability to generate revenue and to maintain, improve, and
25 expand the Games.

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1 **Plaintiffs’ Efforts To Protect Against Hackers And Cheaters**

2 25. Because Valorant and Destiny 2 are such popular games,
3 unscrupulous individuals and companies such as Defendants seek to exploit the
4 games for their own personal gain and profit by selling cheats, hacks, and other
5 malicious software, knowing that they are ruining the experience for other players
6 and harming Plaintiffs. For this reason, Plaintiffs undertake enormous effort to
7 protect the integrity of the Games through both technical and contractual means.

8
9 **Technical Protection**

10 26. In order to protect the Games from cheating or unauthorized
11 exploitation, Plaintiffs employ a variety of anti-cheat technologies. Riot, for
12 example, uses a custom game security software called “Vanguard.” Vanguard is
13 installed on a player’s computer system when the Valorant game is installed.
14 Vanguard is designed to detect, and effectively detects, when players are using
15 software that allows them to cheat in the game and Vanguard prevents
16 unauthorized access to Valorant by those players. Bungie employs similar anti-
17 cheat software with Destiny 2. It is not possible to play the Games without
18 installing Plaintiffs’ anti-cheat technologies.

19 27. Because both Plaintiffs employ effective anti-cheat technologies, in
20 order for any hack or cheat software to operate, it must be designed to prevent or
21 avoid detection by the anti-cheat software, such as by concealing itself or by
22 disabling the anti-cheat technology. Otherwise, the cheat will be detected and the
23 user will be denied access to the Games.

24
25 **Contractual Protection**

26 28. In order to access, download, or play the Games, users must create
27 and register accounts with Riot or Bungie. Upon downloading the Games and
28 beginning installation, users must expressly manifest their assent to Riot’s Terms

1 of Service (collectively, the “TOS”) or to Bungie’s Limited Software License
2 Agreement (“SLA”).¹ The entire text of the License Agreements is displayed to
3 each user at the time that player first accesses his or her Riot or Bungie account
4 while installing the Games; in the case of Valorant, the installation pauses and will
5 not progress until the user assents to the TOS. If the user refuses to consent to the
6 License Agreements, installation halts and the programs immediately close. Riot’s
7 TOS is available in its entirety online at riotgames.com/en/terms-of-service, while
8 Bungie’s SLA is available at bungie.net/7/en/Legal/SLA.

9 29. Riot’s TOS includes a limited license agreement between Riot and its
10 users. Under the TOS, Riot grants to users a limited license to use and enjoy its
11 services and games for “individual, non-commercial, entertainment purposes
12 only,” expressly conditioned upon the user’s compliance with the TOS. Among
13 other provisions, the TOS expressly prohibits players from “[u]sing any
14 unauthorized third party programs, including mods, hacks, cheats, scripts, bots,
15 trainers and automation programs that interact with [Valorant] in any way, for any
16 purpose,” or from “[a]voiding, bypassing, removing, deactivating, impairing,
17 descrambling or otherwise circumventing any technological measure implemented
18 by Riot or any third party to protect [Valorant].”

19 30. Bungie’s SLA also includes a limited license agreement between
20 Bungie and its users. Under the SLA, users are required to agree not to, among
21 other things, “hack or modify [Destiny 2], or create, develop, modify, distribute, or
22 use any unauthorized software programs to gain advantage in any online or
23 multiplayer game modes.” Users also are required to agree not to “receive or
24 provide ‘boosting services,’ to advance progress or achieve results that are not
25 solely based on the account holder’s gameplay.”

26
27

28 ¹ Riot’s TOS and Bungie’s SLA are at times referred to collectively herein as the
“License Agreements.”

1 35. Plaintiffs are informed and believe, and on that basis allege, that in
2 addition to marketing and distributing cheats (including but not limited to the
3 Cheating Software), Defendants provide extensive and ongoing customer support
4 and technical assistance. The GatorCheats Website advertises such services, which
5 Plaintiffs are informed and believe, and on that basis allege, are provided via
6 GatorCheats' private communications with users via email, Telegram, and,
7 previously, Discord.

8

9

Gorant

10 36. Among the products currently offered for sale by GatorCheats is
11 "Gorant," a cheat designed to be used with Valorant. According to the
12 GatorCheats Website, Gorant injects a menu into Valorant (via GatorCheats'
13 "most secure loader to date") that purports to enable Valorant players to cheat in
14 the game by, *inter alia*, automatically aiming a player's weapon, expanding a
15 player's field of vision, illuminating opponents, and displaying information such as
16 the locations and health status of hidden or obscured opponents or the location of
17 valuable items.

18 37. Defendants specifically advertise Gorant as being "undetected" by,
19 and "secure" from Vanguard. For example, Santos has posted the following on the
20 GatorCheats Website:

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GATORANT, created by GatorCheats. Purchase one month of my undetected, all in one, cheat and spoofer for Valorant. My cheat is a menu injected via my most secure loader to date. My menu is compatible with Windows 10, any processor, and any GPU. My menu includes a very powerful and customizable aimbot with aim key, visibility checks, aim at enemies, aim at friends, aim bone selection, smoothness customization, recoil control, and FOV customization (please visit F.A.Q. for the full feature list, more details, and media). My menu also includes flawless ESP: show enemies, show friends,

1 FOV drawing toggle, show names, show boxes, show
2 bones, show health, and show equipment (please visit
3 F.A.Q. for the full feature list, more details, and media).

4 38. Access to Gatorant is offered for sale on the GatorCheats Website at
5 the following rates: one month of access for \$90.00, three months for \$250.00, and
6 lifetime (of the cheat) for \$500.00. GatorCheats also offers an “upgrade” to users
7 with the three-month subscription to the lifetime tier, for an additional payment of
8 \$200.00.

9 39. Riot is informed and believes, and on that basis alleges, that Gatorant
10 has been downloaded and used by Valorant players thousands of times, including
11 by players residing in the United States. Riot also is informed and believes that
12 Defendants have made tens or hundreds of thousands of dollars from their
13 distribution and sale of Gatorant.

14
15 The Destiny 2 Cheats

16 40. Until recently, Defendants publicly offered for sale on the
17 GatorCheats Website a suite of software cheats designed to be used with Destiny 2.
18 These cheats were advertised as “the best Destiny 2 cheat that money can buy” (the
19 “Destiny 2 Cheats”). According to the GatorCheats Website, the Destiny 2 Cheats
20 were accessible via “a menu injected via [GatorCheats’] secure loader” that
21 included a “powerful and customizable aimbot,” “flawless ESP,” and a vast
22 number of other features.

23 41. Access to the Destiny 2 Cheats was offered for sale on the
24 GatorCheats website at the following rates: three months of access for \$100.00 and
25 lifetime (of the cheat) for \$200.00. GatorCheats also offered an “upgrade” to users
26 with the three-month subscription to the “lifetime” tier, for an additional payment
27 of \$115.00.

28 42. Bungie is informed and believes, and on that basis alleges, that the

1 Destiny 2 Cheats were downloaded and used by Destiny 2 players thousands of
2 times, including by players residing in the United States. Bungie also is informed
3 and believes that Defendants have made tens or hundreds of thousands of dollars
4 from their distribution and sale of the Destiny 2 Cheats.

5 43. On November 11, 2020, Bungie’s legal counsel served defendant
6 Santos, GatorCheats’ principal, with a cease and desist letter regarding the Destiny
7 2 Cheats. On November 14, 2020, Santos notified GatorCheats users on Telegram
8 that he had received the letter from Bungie, and that he would be removing the
9 Destiny 2 Cheats within the timeframe specified in the letter. Shortly after sending
10 this message, however, he stated through Telegram that he would be continuing to
11 support the Destiny 2 Cheats for users who already had purchased a license:

12
13 I am getting a lot of angry messages so I’m just going to
14 spell it out. I am not going to stop support for the D2
15 cheat. I am just going to stop selling it. So if you are a
16 lifetime user, you should have no grievance to settle with
17 me.

18 44. On or around November 18, 2020, the Destiny 2 Cheats were
19 removed from public-facing pages of the GatorCheats Website. However,
20 Plaintiffs are informed and believe, and on that basis allege, that Defendants
21 continue to offer the Destiny 2 Cheats, or some derivation thereof, for sale in a
22 “private” section of the GatorCheats Website open to members of the public that
23 inquire about certain software products. Moreover, despite the public removal of
24 the Destiny 2 Cheats from the GatorCheats Website, information about the Destiny
25 2 Cheats remained accessible on the GatorCheats Website for weeks thereafter.
26 Plaintiffs also are informed and believe, and on that basis allege, that Defendants
27 continue to support the Destiny 2 Cheats (and other cheating software that has been
28 removed from public-facing pages of the GatorCheats Website) for players that
previously purchased that software.

Defendants’ Unlawful Activities

1
2 45. Plaintiffs are informed and believe, and on that basis allege, that in
3 order for the Cheating Software to operate with the Games, the Cheating Software
4 necessarily includes technology that primarily is designed to avoid, bypass, evade,
5 or otherwise circumvent Plaintiffs’ anti-cheat technologies, including in particular
6 Riot’s Vanguard anti-cheat technology. Accordingly, each time Defendants sell a
7 license to the Cheating Software they are trafficking in technology that controls
8 access to the Games.

9 46. Defendants specifically and aggressively advertise and promote the
10 Cheating Software as having been designed to circumvent Plaintiffs’ anti-cheat
11 software. For example, on the GatorCheats website, Santos touts that among the
12 “features” of Gatorant is GatorCheats’ “fully functional Vanguard HWID
13 [hardware ID] spoofer,” which allows players that have been “banned” from (i.e.,
14 permanently denied access to) Valorant to continue to play the Game.

15 47. Each time a player uses the Cheating Software to cheat in the Games,
16 he or she also violates Plaintiffs’ License Agreements, including those provisions
17 that specifically prohibit players from “[u]sing any unauthorized third party
18 programs, including mods, hacks, cheats, scripts, bots, trainers and automation
19 programs that interact with [Valorant] in any way, for any purpose,” and from
20 “hack[ing] or modify[ing] [Destiny 2], or creat[ing], develop[ing], modify[ing],
21 distribut[ing], or [using] any unauthorized software programs to gain advantage in
22 any online or multiplayer game modes.” Accordingly, Plaintiffs are informed and
23 believe, and on that basis allege, that as a result of Defendants’ conduct, thousands
24 or tens of thousands of breaches of these contracts have occurred.

25 48. Plaintiffs are informed and believe, and on that basis allege, that
26 Defendants are fully aware that the use of the Cheating Software violates the
27 License Agreements. For example, the GatorCheats Website repeatedly assures
28 users that its cheats are undetected, and that users will not be at risk of being

1 banned from the Games. The GatorCheats Website also contains “Terms &
2 Conditions” which acknowledge that GatorCheats software “can be used to alter
3 Copyrighted [sic] code” and warn, among other things, that using GatorCheats
4 software “may violate terms or codes laid out by external individuals or entities.”
5 See gatorcheats.com/terms.

6 49. The Cheating Software has no purpose or function other than to
7 enable players to violate the License Agreements by using cheats and exploits.
8 Thus, Defendants’ goal is to ensure that their customers continue to receive the
9 benefits of their contracts with Plaintiffs while they simultaneously engage in
10 continuing breaches of their obligations under these contracts.

11 50. By their conduct, Defendants have caused and continue to cause
12 serious harm to the Games and to Plaintiffs. Such harm is immediate, massive and
13 irreparable, and includes (but is not limited to) the following:

14 (a) Defendants irreparably harm the ability of Plaintiffs’ legitimate
15 customers to enjoy and participate in the online experiences carefully created by
16 Plaintiffs. That, in turn, causes users to grow dissatisfied with the Games, lose
17 interest, and stop playing.

18 (b) Defendants’ conduct has forced Plaintiffs to spend enormous
19 sums of money (and vast amounts of time) attempting to remediate the damage
20 caused by the Cheating Software. This includes creating and releasing new
21 versions of the Games that counteract the Cheating Software, responding to player
22 complaints, employing personnel to police the games to detect the use of the
23 Cheating Software, and “banning” (*i.e.*, permanently deleting the accounts of)
24 users who are using the Cheating Software.

25 (c) Defendants’ conduct harms Plaintiffs’ reputation and results in
26 the loss of significant customer goodwill.

27 51. Defendants’ conduct has resulted in damage to Plaintiffs in an amount
28 to be proven at trial. By Plaintiffs’ estimation, such damage may amount to

1 millions of dollars. Unless and until Defendants are preliminarily or permanently
2 enjoined, Plaintiffs will continue to suffer severe harm from the Cheating
3 Software.

4
5 **COUNT I**

6 **Trafficking In Circumvention Devices**

7 52. Plaintiffs re-allege and incorporate by reference the allegations in
8 paragraphs 1 through 51, as if set forth fully herein.

9 53. The Games, including but not limited to their source code and
10 audiovisual game play environments, are copyrighted works.

11 54. Plaintiffs have incorporated into the Games technological measures
12 that effectively control access to the Games, including access to the dynamic
13 audiovisual elements that comprise the game.

14 55. The Cheating Software is comprised of or contains technologies,
15 products, services, devices, components, or parts thereof that primarily are
16 designed or produced for the purpose of circumventing technological measures that
17 effectively control access to the Games.

18 56. The Cheating Software (and the portions thereof that circumvent
19 Plaintiffs' anti-cheat technologies) have no commercially significant purpose or
20 use other than to circumvent a technological measure that effectively controls
21 access to a copyrighted work and that protects the exclusive rights of a copyright
22 owner.

23 57. Defendants market the Cheating Software in the United States with
24 knowledge of their use to circumvent Plaintiffs' technological access controls.

25 58. As a result of the foregoing, Defendants are offering to the public,
26 providing, importing, or otherwise trafficking in technology that violates 17 U.S.C.
27 § 1201(a)(2).

1 59. Defendants' acts constituting DMCA violations have been and
2 continue to be performed without the permission, authorization, or consent of
3 Plaintiffs.

4 60. Defendants have violated Section 1201 of the DMCA willfully and for
5 private commercial gain.

6 61. Defendants' conduct has caused damage to Plaintiffs and has unjustly
7 enriched Defendants, in an amount to be proven at trial.

8 62. As a result of Defendants' acts and conduct, Plaintiffs have sustained
9 and will continue to sustain substantial, immediate, and irreparable injury, for
10 which there is no adequate remedy at law. Plaintiffs are informed and believe, and
11 on that basis allege, that, unless enjoined and restrained by this Court, Defendants
12 will continue to violate Section 1201 of the DMCA. Plaintiffs are entitled to
13 injunctive relief to restrain and enjoin Defendants' continuing unlawful conduct.

14 63. As a direct and proximate result of Defendants' conduct, pursuant to
15 17 U.S.C. § 1203(c), Plaintiffs are entitled to Defendants' profits attributable to
16 their violations of 17 U.S.C § 1201.

17 64. Alternatively, Plaintiffs are entitled to the maximum statutory
18 damages, pursuant to 17 U.S.C. § 1203(c)(A), in the amount of \$2,500 with respect
19 to each violation by Defendants.

20 65. Plaintiffs further are entitled to their attorneys' fees and full costs
21 pursuant to 17 U.S.C. § 1203(b).

22

23

COUNT II

24

Intentional Interference With Contractual Relations

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66. Plaintiffs re-allege and incorporate by reference the allegations in
paragraphs 1 through 65, as if set forth fully herein.

27

28

1 67. As described herein, in order to install and play the Games, licensed
2 users in the United States first must assent to Plaintiffs' respective License
3 Agreements.

4 68. Plaintiffs' contracts with their users are valid and enforceable.

5 69. Each time a purchaser of the Cheating Software uses the Cheating
6 Software in connection with the Games, he or she breaches the License
7 Agreements. Plaintiffs are informed and believe, and on that basis allege, that
8 thousands of such breaches have taken place by Defendants' customers.

9 70. Plaintiffs are informed and believe, and on that basis allege, that
10 Defendants are aware of both the existence and specific relevant terms of contracts
11 between Plaintiffs and their users in the United States, including the License
12 Agreements. Specifically, Defendants are aware that the License Agreements
13 prohibit players from using the Cheating Software and that players are at risk of
14 being banned from the Games should they be caught using the Cheating Software.
15 Nevertheless, Defendants intentionally encourage and induce users of the Games to
16 purchase and use the Cheating Software, knowing that the use of these products by
17 their customers is a breach of these customers' contracts with Plaintiffs.

18 71. By inducing Plaintiffs' users to breach their contracts with Plaintiffs,
19 Defendants have intentionally interfered, and continue to interfere, with the
20 contracts between Plaintiffs and their users.

21 72. As a direct and proximate result of Defendants' actions, Plaintiffs
22 have suffered damage in an amount to be proven at trial, including but not limited
23 to a loss of goodwill among users of the Plaintiffs' games, diversion of Plaintiffs'
24 resources to attempt to detect and prevent the use of the Cheating Software,
25 decreased profits, and a loss of profits from users whose accounts Plaintiffs have
26 terminated for violation of the License Agreements in the United States.

27 73. As a further result of Defendants' actions, Defendants have unjustly
28 obtained specifically identifiable property, consisting of all of the proceeds

1 attributable to the sale of the Cheating Software in the United States, and any other
2 products or services that violate any of Plaintiffs' rights, and any additional
3 property traceable to those proceeds. Those proceeds, which are directly
4 attributable to Defendants' manipulation and misuse of the Games and intentional
5 interference with Plaintiffs' contracts, rightfully and equitably belong to Plaintiffs.

6 74. Defendants' intentional interference with the contracts between
7 Plaintiffs and their licensed users in the United States entitles Plaintiffs to
8 injunctive relief and compensatory damages, the imposition of a constructive trust
9 over Defendants' wrongfully obtained proceeds, and other available relief.

10 75. Defendants are guilty of oppression, fraud, or malice, and Plaintiffs, in
11 addition to their actual damages, by reason thereof, are entitled to recover
12 exemplary and punitive damages against Defendants.

13
14 **COUNT III**

15 **Unfair Competition**

16 76. Plaintiffs re-allege and incorporate by reference the allegations in
17 paragraphs 1 through 75, as if set forth fully herein.

18 77. The acts and conduct of Defendants constitute unfair competition in
19 the United States under California Business & Professions Code § 17200 *et seq.*
20 and under California common law.

21 78. As a direct and proximate result of Defendants' unfair competition in
22 the United States, Plaintiffs have been damaged, and Defendants have been
23 unjustly enriched, in an amount to be proven at trial for which damages and/or
24 restitution and disgorgement is appropriate. Such damages and/or restitution and
25 disgorgement should include a declaration by this Court that Defendants are
26 constructive trustees for the benefit of Plaintiffs, and an order that Defendants
27 convey to Plaintiffs the gross receipts received or to be received that are
28 attributable to the sale of the Cheating Software in the United States.

1 4. Requiring Defendants to provide Plaintiffs with an accounting of any
2 and all sales of products or services in the United States that infringe or violate any
3 of Plaintiffs’ rights, as described herein.

4 5. Awarding Plaintiffs actual or maximum statutory damages for
5 violation of Section 1201 of the DMCA, as appropriate, pursuant to 17 U.S.C. §
6 1203(c).

7 6. Awarding Plaintiffs their full costs and attorneys’ fees in this action
8 pursuant to 17 U.S.C. § 1203(b) and other applicable laws.

9 7. Awarding Plaintiffs exemplary and punitive damages against
10 Defendants on Plaintiffs’ cause of action for intentional interference with
11 contractual relations.

12 8. Awarding Plaintiffs restitution of Defendants’ unlawful proceeds,
13 including an accounting of any and all sales of the Cheating Software in the United
14 States, and/or any other products or services that violate any of Plaintiffs’ rights
15 described herein.

16 9. Imposing a constructive trust over the proceeds unjustly obtained by
17 Defendants through the sales of the Cheating Software in the United States, and/or
18 any other products or services that violate any of Plaintiffs’ rights described herein.

19 10. Awarding such other and further relief as this Court may deem just
20 and appropriate.

21

22 DATED: January 8, 2021

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