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10 Attorneys for Plaintiffs

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-00195 MCS (ASx)

Judge: Hon. Mark C. Scarsi

**JOINT STIPULATION FOR
ENTRY OF CONSENT
JUDGMENT AND PERMANENT
INJUNCTION**

[Proposed Judgement Filed
Concurrently Herewith]

1 Plaintiffs Riot Games, Inc. (“Riot”) and Bungie, Inc. (“Bungie”)
2 (collectively “Plaintiffs”) and Defendant Cameron Santos d/b/a “Gatorcheats”
3 (“Defendant”) (collectively, the “Parties”), hereby stipulate to an order for entry of
4 judgment and permanent injunction as follows:

5
6 1. Judgment shall be entered against Defendant in the amount of two
7 million dollars (\$2,000,000), due and payable solely pursuant to the terms set forth
8 in the Parties’ Confidential Settlement Agreement and Release.

9
10 2. Defendant, all persons acting under Defendant’s direction or control
11 (including but not limited to Defendant’s agents, representatives, and employees),
12 and those persons or companies in active concert or participation with Defendant
13 who receive actual notice of this Order by personal service or otherwise, shall
14 immediately and permanently cease and desist from any of the following:

15
16 **As to Plaintiff Riot Games, Inc.:**

17
18 (a) taking any steps on Defendant’s own behalf or assisting others
19 in creating, distributing, advertising, marketing or otherwise making available the
20 software product known as “Gorant” (the “Riot Cheating Software”) or any
21 software whose use infringes copyrights, patents, or trademarks (“Intellectual
22 Property”) owned or controlled by Riot Games, Inc. or its parents, subsidiaries, or
23 affiliates of which Riot Games, Inc. has heretofore made Defendant actually aware
24 (collectively, “Riot”), circumvents technological measures that effectively control
25 access to Riot’s games (including but not limited to “Valorant”), violates Riot’s
26 Terms of Service (“TOS”), or is designed to exploit or enable the exploitation of
27 Valorant or any other game owned, published, distributed or operated by Riot;

1 (b) obtaining, possessing, accessing or using the Riot Cheating
2 Software or any software whose use by Defendant infringes any of Riot's
3 Intellectual Property, circumvents technological measures that effectively control
4 access to Riot's games, violates the TOS, or is designed to exploit or enable the
5 exploitation of Valorant or any other game owned, published, or operated by Riot;

6
7 (c) Promoting, advertising, or encouraging or inducing others to
8 purchase or use (including via any social media account, website, or video-sharing
9 account) the Riot Cheating Software or any software whose use infringes any of
10 Riot's Intellectual Property, circumvents technological measures that effectively
11 control access to Riot's games, violates the TOS, or is designed to exploit or
12 enable the exploitation of Valorant or any other game owned, published, or
13 operated by Riot;

14
15 (d) selling, reselling, or processing payments for the Riot Cheating
16 Software or any software whose use infringes any of Riot's Intellectual Property,
17 circumvents technological measures that effectively control access to Riot's
18 games, violates the TOS, or is designed to exploit or enable the exploitation of
19 Valorant or any other game owned, published, or operated by Riot;

20
21 (e) assisting in any way with the development of the Riot Cheating
22 Software or software whose use infringes any of Riot's Intellectual Property,
23 circumvents technological measures that effectively control access to Riot's
24 games, violates the TOS, or is designed to exploit or enable the exploitation of
25 Valorant or any other game owned, published, or operated by Riot;

26
27 (f) sharing, copying, transferring, or distributing the Riot Cheating
28 Software or any software (or portion thereof) whose use infringes any of Riot's

1 Intellectual Property, circumvents technological measures that effectively control
2 access to Riot’s games, violates the TOS, or is designed to exploit or enable the
3 exploitation of Valorant or any other game owned, published, or operated by Riot;

4
5 (g) publishing or distributing any source code or instructional
6 material for the creation of the Riot Cheating Software or other software whose use
7 infringes any of Riot’s Intellectual Property rights, circumvents technological
8 measures that effectively control access to Riot’s games, violates the TOS,
9 including but not limited to the Riot Cheating Software, or is designed to exploit or
10 enable the exploitation of Valorant or any other game owned, published, or
11 operated by Riot or its parents, subsidiaries, or affiliates;

12
13 (h) operating, assisting or linking to any website designed to
14 provide information to assist others in accessing, developing or obtaining the Riot
15 Cheating Software or any software whose use infringes any of Riot’s Intellectual
16 Property rights, circumvents technological measures that effectively control access
17 to Riot’s games, violates the TOS, or is designed to exploit or enable the
18 exploitation of Valorant or any other game owned, published, or operated by Riot;

19
20 (i) investing or holding any financial interest in any enterprise
21 which Defendant knows or has reason to know is now, or intends in the future to
22 be, engaged in any of the foregoing activities prohibited by this Judgment and
23 Permanent Injunction.

24
25 (j) reverse engineering, decompiling, packet editing, or otherwise
26 manipulating without authorization, any game owned, published, or operated by
27 Riot, including Valorant, or providing assistance to any person or entity engaged in
28 such activities.

1 **As to Plaintiff Bungie, Inc.:**

2
3 (a) taking any steps on Defendant’s own behalf or assisting others
4 in creating, distributing, advertising, marketing or otherwise making available the
5 software referenced in the Complaint designed to be used with Destiny 2 (the
6 “Bungie Cheating Software”)¹ or any software whose use infringes Intellectual
7 Property owned or controlled by Bungie, Inc. or its parents, subsidiaries, or
8 affiliates of which Riot Games, Inc. has heretofore made Defendant actually aware
9 (collectively, “Bungie”), circumvents technological measures that effectively
10 control access to Bungie’s games (including but not limited to “Destiny 2” and its
11 expansions), violates Bungie’s Software License Agreement (“SLA”), or is
12 designed to exploit or enable the exploitation of Destiny 2 or any other game
13 owned, published, distributed or operated by Bungie;

14
15 (b) obtaining, possessing, accessing or using the Bungie Cheating
16 Software or any software whose use by Defendant infringes any of Bungie’s
17 Intellectual Property, circumvents technological measures that effectively control
18 access to Bungie’s games, violates the SLA, or is designed to exploit or enable the
19 exploitation of Destiny 2 or any other game owned, published, or operated by
20 Bungie;

21
22 (c) Promoting, advertising, or encouraging or inducing others to
23 purchase or use (including via any social media account, website, or video-sharing
24 account) the Bungie Cheating Software or any software whose use infringes any of
25 Bungie’s Intellectual Property, circumvents technological measures that effectively
26 control access to Bungie’s games, violates the SLA, or is designed to exploit or

27
28 ¹ The Riot Cheating Software and Bungie Cheating Software are referred to collectively as the “Cheating Software.”

1 enable the exploitation of Destiny 2 or any other game owned, published, or
2 operated by Bungie;

3

4 (d) selling, reselling, or processing payments for the Bungie
5 Cheating Software or any software whose use infringes any of Bungie's
6 Intellectual Property, circumvents technological measures that effectively control
7 access to Bungie's games, violates the SLA, or is designed to exploit or enable the
8 exploitation of Destiny 2 or any other game owned, published, or operated by
9 Bungie;

10

11 (e) assisting in any way with the development of the Bungie
12 Cheating Software or any software whose use infringes any of Bungie's
13 Intellectual Property, circumvents technological measures that effectively control
14 access to Bungie's games, violates the SLA, or is designed to exploit or enable the
15 exploitation of Destiny 2 or any other game owned, published, or operated by
16 Bungie;

17

18 (f) sharing, copying, transferring, or distributing the Bungie
19 Cheating Software or any software whose use infringes any of Bungie's
20 Intellectual Property, circumvents technological measures that effectively control
21 access to Bungie's games, violates the SLA, or is designed to exploit or enable the
22 exploitation of Destiny 2 or any other game owned, published, or operated by
23 Bungie;

24

25 (g) publishing or distributing any source code or instructional
26 material for the creation of the Bungie Cheating Software or any software whose
27 use infringes any of Bungie's Intellectual Property, circumvents technological
28 measures that effectively control access to Bungie's games, violates the SLA, or is

1 designed to exploit or enable the exploitation of Destiny 2 or any other game
2 owned, published, or operated by Bungie;

3
4 (h) operating, assisting or linking to any website designed to
5 provide information to assist others in accessing, developing or obtaining the
6 Bungie Cheating Software or any software whose use infringes any of Bungie's
7 Intellectual Property, circumvents technological measures that effectively control
8 access to Bungie's games, violates the SLA, or is designed to exploit or enable the
9 exploitation of Destiny 2 or any other game owned, published, or operated by
10 Bungie;

11
12 (i) investing or holding any financial interest in any enterprise
13 which Defendant knows or has reason to know is now, or intends in the future to
14 be, engaged in any of the foregoing activities prohibited by this Judgment and
15 Permanent Injunction.

16
17 (j) reverse engineering, decompiling, packet editing, or otherwise
18 manipulating without authorization, any game owned, published, or operated by
19 Bungie, including Destiny 2, or providing assistance to any person or entity
20 engaged in such activities.

21
22 3. Defendant shall take all necessary steps to disable, remove, or
23 otherwise shut down any social network accounts under his control dedicated to
24 distribution or promotion of the Riot Cheating Software, the Bungie Cheating
25 Software, or any other software whose use infringes any of Riot's Intellectual
26 Property rights or Bungie's Intellectual Property Rights, circumvents technological
27 measures that effectively control access to Riot's or Bungie's games, or violates
28 the TOS or SLA, and shall any take all necessary steps to remove any information

1 on any non-dedicated (e.g., personal) social network accounts under his control
2 used to distribute or promote any of the foregoing.

3

4 4. Defendant is ordered to destroy the Riot Cheating Software, Bungie
5 Cheating Software, and any software product whose use infringes any of Riot's
6 Intellectual Property or Bungie's Intellectual Property, circumvents technological
7 measures that effectively control access to Riot's or Bungie's games, or violates
8 the TOS or the SLA, or is designed to exploit or enable the exploitation of
9 Valorant, Destiny 2, or any other game owned, published, or operated by Riot or
10 Bungie, pursuant to the terms set forth in the Parties' Confidential Settlement
11 Agreement and Release.

12

13 5. Any company or entity that any Defendant controls in the future shall
14 also comply with the provisions of this Judgment and Permanent Injunction.

15

16 6. The Parties irrevocably and fully waive notice of entry of this
17 Judgment and Permanent Injunction and notice and service of the entered
18 Judgment and Permanent Injunction and understand, confirm and agree that
19 violation of the Judgment and Permanent Injunction will expose Defendant to all
20 penalties provided by law, including contempt of Court.

21

22 7. The Parties irrevocably and fully waive any and all rights to appeal
23 this Judgment and Permanent Injunction, to have it vacated or set aside, to seek or
24 obtain a new trial thereon or otherwise to attack in any way, directly or collaterally,
25 its validity or enforceability.

26

27 8. Nothing contained in this Judgment and Permanent Injunction shall
28 limit the right of the Parties to seek relief, including without limitation damages,

1 for any and all infringements of any Intellectual Property rights occurring after the
2 date of this Judgment and Permanent Injunction.

3
4 9. The Court shall retain jurisdiction of this action to entertain such
5 further proceedings and to enter such further orders as may be necessary or
6 appropriate to implement and enforce the provisions of this Judgment and
7 Permanent Injunction. The Parties consent to the personal jurisdiction of the
8 United States District Court for the Central District of California for purposes of
9 enforcing the Judgment and Permanent Injunction.

10
11 10. This Stipulated Judgment and Permanent Injunction is entered without
12 the Court making any findings of fact or conclusions of law and shall not be
13 construed or deemed as an adjudication on the merits.

14
15 11. The Court finds there is no just reason for delay in entering this
16 Judgment and Permanent Injunction and, pursuant to Federal Rule of Civil
17 Procedure 54, the Court directs immediate entry of this Judgment and Permanent
18 Injunction against Defendant.

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1 A copy of the [Proposed] Judgment and Permanent Injunction is being
2 lodged concurrently herewith.

3 IT IS SO STIPULATED
4

5 DATED: March 30, 2021

MARC E. MAYER
MARK C. HUMPHREY
MITCHELL SILBERBERG & KNUPP LLP

7
8 By: /s/ Marc E. Mayer
Marc E. Mayer
Attorneys for Plaintiffs
9

10
11 DATED: March 30, 2021

BENJAMIN N. SIMLER
HOLLAND & HART LLP

12
13 By: /s/ Benjamin N. Simler
Benjamin N. Simler
Attorneys for Defendant
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15
16 **Attestation Regarding Signatures- Local Rule 5-4.3.4(a)(2)(i)**

17 I, Marc E. Mayer, attest that all signatories listed, and on whose behalf the
18 filing is submitted, concur in the filing's content and have authorized the filing.
19

20 DATED: March 30, 2021

/s/Marc E. Mayer
Marc E. Mayer
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