

The Honorable Marsha J. Pechman

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BUNGIE, INC.,

Plaintiff,

v.

NICHOLAS MINOR a/k/a “LORD NAZO”,

Defendant.

Case No. 2:22-cv-371-MJP

STIPULATED MOTION FOR ENTRY
OF CONSENT JUDGMENT AND
PERMANENT INJUNCTION

NOTING DATE: June 26, 2024

STIPULATION AND MOTION FOR ENTRY OF JUDGMENT

Defendant Nicholas Minor (“Defendant”) and Plaintiff Bungie, Inc. through their undersigned counsel, hereby stipulate as follows and jointly move this Court to enter an Order and the Stipulated Judgment, with stipulations and injunctions as follows:

1. Defendant submitted 96 fraudulent DMCA takedown notices against creators in the Destiny 2 community, purportedly on behalf of the Plaintiff as its Agent but without any authority of any kind.
2. Defendant’s false takedown notices infringed Plaintiff’s intellectual property rights under 17 U.S. Code § 512(f).
3. Defendants’ infringement was willful.

1 4. Defendant's infringement was directed against content featuring 54 of Plaintiff's
2 works.

3 5. Judgment will be entered against Defendant in the amount of \$8,100,000.00,
4 representing statutory damages of \$150,000 per infringed work under 17 U.S.C. § 512(f).

5 6. Any claims alleged in the Complaint and not addressed herein are withdrawn by
6 Plaintiff and dismissed.

7 In addition, pursuant to 17 U.S.C. § 502, and this Court's inherent equitable powers, the
8 Court orders as follows:

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

- 13 a. Creating, maintaining, or using any kind of account that purports to affiliate, to act
14 on behalf of, or to be the Plaintiff, Bungie, Inc.
15 b. Filing DMCA takedowns against *Destiny 2* creators on false pretenses.

16 8. Defendant is prohibited from using any social network, video sharing, or digital
17 messaging accounts under his control (including, but not limited to, Facebook, groups or chats on
18 Facebook, YouTube, Twitter, TikTok, Discord, GBATemp, Reddit, Telegram, Skype, WeChat,
19 WhatsApp, Signal, or their equivalent) to provide any content relating to or featuring Plaintiff's
20 intellectual property or to impersonate Plaintiff or its Agents in any way.

21 9. Defendant is further prohibited from engaging in any other violation of the Digital
22 Millennium Copyright Act or the Copyright Act, or any other federal or state law, with respect to
23 Plaintiff Bungie, Inc. and its intellectual property and with respect to all of Plaintiff's affiliates,
24 including Sony Interactive Entertainment, LLC and other Sony-affiliated companies, and their
25 intellectual property.
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1 10. Defendant must delete the *Destiny 2* and *Destiny* games from any machine under his
2 control, as well as any software that in any way interacts with or pertains to Plaintiff's Intellectual
3 Property.

4 11. Defendant is further prohibited from directly or indirectly threatening, harassing, or
5 harming Plaintiff and Plaintiff's affiliates, including Sony Interactive Entertainment, LLC. and other
6 Sony-affiliated companies, and/or their employees or agents.

7 12. This permanent injunction constitutes a binding court order, and any violations of
8 this order by Defendant will subject them to the full scope of this Court's contempt authority,
9 including punitive, coercive, and monetary sanctions.

10 13. Any company or entity that Defendant controls in the future will also comply with
11 the provisions of this Judgment and Permanent Injunction.

12 14. This permanent injunction is binding against Defendant worldwide, without regard
13 to the territorial scope of the specific intellectual property rights asserted in the Complaint and may
14 be enforced in any court of competent jurisdiction wherever Defendant or his assets may be found.

15 15. The Parties irrevocably and fully waive notice of entry of this Judgment and
16 Permanent Injunction and notice and service of the entered Judgment and Permanent Injunction.
17 Plaintiff is not required to post any bond or security in connection with the Final Judgment and
18 Permanent Injunction, and Defendant has permanently, irrevocably, and fully waived any right to
19 request a bond or security.

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

23 17. Nothing contained in this Judgment and Permanent Injunction limits the right of the
24 Plaintiff to seek relief, including, without limitation, damages, for any infringements of any
25 Intellectual Property rights occurring after the date of this Judgment and Permanent Injunction.
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