

1 Julie E. Schwartz, Bar No. 260624
2 JSchwartz@perkinscoie.com
3 PERKINS COIE LLP
4 3150 Porter Drive
5 Palo Alto, CA 94304-1212
6 Telephone: 650.838.4300
7 Facsimile: 650.838.4350

8 Todd M. Hinnen (admitted *pro hac vice*)
9 THinnen@perkinscoie.com
10 Ryan Spear (admitted *pro hac vice*)
11 RSpears@perkinscoie.com
12 PERKINS COIE LLP
13 1201 Third Ave., Suite 4900
14 Seattle, WA 98101-3099
15 Telephone: 206.359.8000
16 Facsimile: 206.359.9000

17 Attorneys for Plaintiff Niantic, Inc.

18 **UNITED STATES DISTRICT COURT**
19 **NORTHERN DISTRICT OF CALIFORNIA**
20 **OAKLAND DIVISION**

21 NIANTIC, INC., a Delaware corporation,

22 Plaintiff,

23 v.

24 GLOBAL++, an unincorporated
25 association; RYAN HUNT, a.k.a.
26 "ELLIOTROBOT," an individual;
27 IT HAVEN INC., a foreign corporation;
28 MATTHEW JOHNSON, an individual;
HLP TECH, LLC, a Missouri limited
liability company; MATTHEW
RAGNARSON, an individual;
MANDY JOHNSON, an individual;
MANDY LOMBARDO, an individual;
ALEN HUNDUR, a.k.a. "IOS N00B," an
individual; APPHAVEN, an
unincorporated association;
RAJESHWAR GHODERAO, an
individual; and DOES 1-20,

Defendants.

Case No. 19-cv-03425-JST

**STIPULATION AND [PROPOSED]
ORDER ENTERING FINAL JUDGMENT
AND PERMANENT INJUNCTION**

Judge: Honorable Jon S. Tigar

STIPULATION

1
2 Plaintiff Niantic, Inc. (“Niantic”), along with defendants Global++, IT Haven Inc.,
3 HLP Tech, LLC, Ryan Hunt, Matthew Johnson, and Alen Hundur (the “Global++ Defendants”
4 and, together with Niantic, the “Parties”) have agreed to a settlement of their dispute.

5 Accordingly, the Parties jointly stipulate and agree to be bound as follows:

6 1. This Court has jurisdiction over the Parties and the subject matter of this action,
7 and venue is proper in this Court. The Global++ Defendants consent to the jurisdiction of this
8 Court for the purpose of entry of the Final Judgment and Permanent Injunction, attached as
9 Exhibit A.

10 2. Niantic publishes location-based augmented reality games that are played on
11 users’ mobile devices, including the games titled *Harry Potter: Wizards Unite* (“*Harry Potter*”),
12 *Pokémon GO*, and *Ingress*. To play Niantic’s games, players download and install Niantic’s
13 mobile applications (“apps”) on their mobile devices. Those apps connect to the Internet and,
14 through the Internet, obtain game-related information from Niantic’s servers (e.g., names and
15 locations of nearby characters or features), which is then rendered on the screens of players’
16 mobile devices.

17 3. The Global++ Defendants have created a portion of, distributed, advertised, and
18 profited from unauthorized derivative versions of Niantic’s mobile apps (the “Cheating
19 Programs”), which incorporate substantial portions of Niantic’s copyrighted computer code
20 without Niantic’s permission.

21 4. Specifically, the Global++ Defendants have created, distributed, advertised, and
22 profited from a program titled *Potter++* (or, in some cases, *Unite++*), which is an unauthorized
23 derivative version of Niantic’s mobile app for *Harry Potter*; a program titled *PokeGo++*, which
24 is an unauthorized derivative version of Niantic’s mobile app for *Pokémon GO*; and a program
25 titled *Ingress++*, which is an unauthorized derivative version of Niantic’s mobile app for *Ingress*.

26 5. All the Cheating Programs allow the Global++ Defendants and their customers to
27 perform unauthorized actions while playing Niantic’s games, and allowed the Global++
28

1 Defendants to scrape Niantic’s valuable and proprietary map data. In other words, the Cheating
2 Programs enable cheating.

3 6. Niantic’s games are multiplayer games, meaning that users play in a shared online
4 environment. Thus, the Cheating Programs give the Global++ Defendants and their customers an
5 unfair advantage over other players and undermine the integrity of the gaming experience for
6 other players.

7 7. The Global++ Defendants profited from their illegal activity by, among other
8 things, selling “subscriptions” and collecting payments for such subscriptions through the Patreon
9 platform (www.patreon.com) and other platforms. Defendants’ customers purchased those
10 subscriptions in order to access the unauthorized features within the Cheating Programs, which in
11 turn enabled the Global++ Defendants’ customers to cheat within Niantic’s games. The Global++
12 Defendants have sold subscriptions to their Cheating Programs to hundreds of thousands of users.

13 8. The Global++ Defendants’ activities, as described above, have undermined the
14 integrity of the gaming experience for legitimate players of Niantic’s games, diminished
15 enthusiasm for Niantic’s games and, in some cases, driven players away from Niantic’s games
16 altogether. The Global++ Defendants’ activities have therefore damaged Niantic’s reputation and
17 goodwill and interfered with Niantic’s business, and the Global++ Defendants’ activities will
18 continue to inflict those harms unless permanently enjoined.

19 9. The Global++ Defendants’ activities, as described above, violate Niantic’s rights
20 under the federal Copyright Act, 17 U.S.C. § 101, *et seq.*

21 10. The Global++ Defendants’ activities, as described above, violate Niantic’s rights
22 under the federal Computer Fraud and Abuse Act, 18 U.S.C. § 1030.

23 11. The Global++ Defendants’ activities, as described above, violate the California
24 Comprehensive Computer Data Access and Fraud Act, Cal. Penal Code § 502.

25 12. The Global++ Defendants’ activities, as described above, amount to unlawful,
26 unfair, and fraudulent conduct in violation of California’s Unfair Competition Law, Cal. Bus. &
27 Prof. Code § 17200, *et seq.*
28

1 13. The Global++ Defendants’ activities, as described above, violate Niantic’s Terms
2 of Service, which are available at <https://nianticlabs.com/terms/en/>, and which form a binding
3 contract between Niantic and the Global++ Defendants. Accordingly, the Global++ Defendants’
4 activities, as described above, amount to a breach of contract.

5 14. The Global++ Defendants’ activities, as described above, amount to intentional
6 interference with Niantic’s contractual relations with its customers.

7 15. Niantic is therefore entitled to the relief set forth in the Final Judgment and
8 Permanent Injunction as a final judgment in this matter.

9 16. In light of the foregoing, and pursuant to Federal Rule of Civil Procedure
10 41(a)(1)(A), Niantic is simultaneously filing a notice of voluntary dismissal of its claims against
11 defendants AppHaven and Rajeshwar Ghoderao.

12 IT IS SO STIPULATED AND AGREED.

13 DATED: January 7, 2021

PERKINS COIE LLP

14
15 By: /s/ Ryan Spear
 Ryan Spear

16 Attorneys for Plaintiff Niantic, Inc.

17
18 DATED: January 7, 2021

POLSINELLI LLP

19 By: /s/ Fabio E. Marino
20 Fabio E. Marino

21 Attorneys for Defendants Ryan Hunt,
22 Matthew Johnson, Alen Hundur,
 IT Haven Inc., HLP Tech, LLC, and Global++

23 I, Ryan Spear, hereby attest, pursuant to N.D. Cal. Local Rule 5-1(i)(3), that the
24 concurrence to the filing of this document has been obtained from each signatory hereto.

25 DATED: January 7, 2021

26 By: /s/ Ryan Spear
 Ryan Spear

27 Attorney for Plaintiff Niantic, Inc.

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**[PROPOSED] ORDER ENTERING
FINAL JUDGMENT AND PERMANENT INJUNCTION**

Based on the parties' stipulation, and good cause being shown, IT IS SO ORDERED.

The Clerk of the Court is directed to enter the Final Judgment and Permanent Injunction, attached as Exhibit A, as the Court's final judgment in this matter. All other existing dates and deadlines in this matter are hereby vacated.

Dated: _____

Hon. Jon S. Tigar
United States District Judge