



**IN THE FEDERAL CIRCUIT COURT
OF AUSTRALIA
AT SYDNEY**

File No: SYG1205/2018

TAKE-TWO INTERACTIVE SOFTWARE, INC
First Applicant
TAKE2 INTERACTIVE SOFTWARE PTY LTD
Second Applicant

JEREMY TAYLOR
Respondent

ORDER

BEFORE: JUDGE BAIRD
DATE: 14 September 2018
MADE AT: CHAMBERS, SYDNEY

UPON CONSIDERING in Chambers pursuant to r.13.04 of the *Federal Circuit Court Rules 2001* the parties' minute of proposed consent orders, 'Statement of Agreed Facts' signed by the parties' legal representatives and provided to Chambers under cover of email dated 28 August 2018 and information referenced in that statement, and the statement of claim, and with the consent of the parties, upon receiving into evidence the Statement of Agreed Facts, there being no need for an appearance by the parties,

BY CONSENT, THE COURT DECLARES THAT:

1. The First Applicant, Take-Two Interactive Software, Inc, is the owner of copyright in the source code embodied in the video game Grand Theft Auto V (**GTAV**) and its multiplayer feature Grand Theft Auto Online (**GTAO**) (**Software**) worldwide, including in Australia, and is the owner or licensed controller of the copyright in all software it develops, owns, and/or distributes (**T2 Software**).
2. The Respondent has infringed, or alternatively authorised the infringement of, the copyright in the Software.
3. The Respondent has circumvented the Software's technological protection measure (**TPM**).



4. The Respondent has breached the deed entered into by the First Applicant and the Respondent on 21 November 2014 (**Deed**).
5. The Respondent has breached the Take-Two End User Licence Agreement entitled '*Limited Software Warrant and License Agreement*' (**Take-Two EULA**).
6. The Respondent has breached the Take-Two Terms of Service.
7. The Respondent has engaged in tortious interference with the contractual relations of the Applicants and their customers.

BY CONSENT, THE COURT ORDERS THAT:

8. Pursuant to s.88E of the *Federal Circuit Court of Australia Act 1999*, on the ground that it is necessary to prevent prejudice to the proper administration of justice, disclosure (whether by publication or otherwise) of the information in the '*Statement of Agreed Facts*' signed by the parties' legal representatives and provided to Chambers under cover of email dated 28 August 2018, be prohibited except to the external solicitors and counsel for the parties, and the parties.

Permanent Injunctions

9. The Respondent be permanently restrained from any possession, distribution, or use of the Software and any T2 Software other than owning and playing unaltered, unmodified, commercial copies of the Software and T2 Software published for a commercial video game console only, such as a Sony Playstation4 or Microsoft Xbox One.
10. The Respondent be permanently restrained from infringing copyright in the Software and any T2 Software, including by:
 - a. reproducing, adapting, or communicating to the public the Software and any T2 Software or a substantial part of the Software and any T2 Software, or authorising others to do so; or
 - b. reproducing, adapting, or communicating to the public any alterations to the Software and any T2 Software, which manipulate the actions of other players without their consent (**Alterations**) or a substantial part of the Alterations, or authorising others to do so.



11. The Respondent be permanently restrained from breaching the Deed, including by:
 - a. obtaining, possessing or accessing any Alterations used in connection with the Software and any T2 Software;
 - b. taking any steps on his own behalf or for the purpose of assisting others creating, distributing or otherwise making available any alteration for use in connection with the Software and any T2 Software;
 - c. assisting in any way in the development or alterations used in connection with the Software and any T2 Software, including but not limited to writing code, examining data packets and information exchanged between game users and servers, or exchanges between game users and copyright protection and access control devices;
 - d. operating or assisting any website designed to assist others in developing alterations for use in connection with the Software and any T2 Software;
 - e. retaining copies of the Alterations, clients of the First Applicant, client loaders, or any software code and programs related to the development of alterations for use in connection with the Software and any T2 Software;
 - f. publicising any information about the material contained in the Software, including by creating and posting online “leak” videos regarding the Software;
 - g. making any public or private comments about the Deed or any comments relating to the settlement discussions with the First Applicant including making any comments relating to the First Applicant, the Alterations or the Software;
 - h. acknowledging the existence of the Deed with the First Applicant and commenting or discussing any associated settlement; and
 - i. disclosing, either directly or indirectly, the contents of the Deed, any details of the investigations conducted by the First Applicant, or any communications between the First Applicant and the Respondent as parties to the Deed.



12. The Respondent be permanently restrained from possessing, distributing, accessing, or using any software that alters the operation of the Software and any T2 Software (directly or indirectly, in whole or in part, in any medium, and through any means including but not limited to cloud, streaming, vpn, or remote access), including but not limited to the African Engine Source Code, GTAV The Purge Source Code, GTAV Engine and GTAV Fucker Menu Source Code (**Copied Software**).
13. The Respondent be permanently restrained from possessing, distributing, accessing, or using any Copied Software directly or indirectly, in whole or in part, in any medium, and through any means including but not limited to cloud, streaming, vpn, or remote access.
14. The Respondent be permanently restrained from breaching the Take-Two EULA and the Terms of Service for the Software and any T2 Software.
15. The Respondent be permanently restrained from engaging in tortious interference with the contractual relations of the Applicants and users of the Software and any T2 Software.

Destruction and Delivery Up

16. The Respondent permanently destroy the TPM circumvention device he used to circumvent the TPM protecting the Software.
17. The Respondent permanently destroy all copies of the Software and any software that alters the operation of the Software and any T2 Software including the Copied Software.
18. The Respondent's 'Go Fund Me' page <https://www.gofundme.com/legal-support-for-jeremy> be permanently removed.

Independent Expert

19. The independent computer expert be released from his undertaking in order 3 of the orders of Judge Baird made 14 May 2018.



Leave

20. The Applicants, their solicitors and the independent computer expert have leave to use information obtained in this proceeding for the purposes of civil and criminal proceedings within and outside Australia against persons other than the Respondent.

Proceeding

21. The proceeding is otherwise dismissed.
22. There be no order as to the costs of the proceeding and all previous orders as to costs be vacated.

By the Court

DATE THAT ENTRY IS STAMPED: 14 SEPTEMBER 2018


Registrar