

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 RSppear@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 GHODERAQ, an
individual; and DOES 1-20,

Defendants.

Case No. 19-cv-03425-JST

**~~PROPOSED~~ FINAL JUDGMENT AND
PERMANENT INJUNCTION**

1 Based on the parties’ stipulation, and good cause being shown, IT IS HEREBY
2 ORDERED AND ADJUDGED:

3 1. For purposes of this Final Judgment and Permanent Injunction, the following
4 definitions apply:

- 5 a. “Global++ Defendants” means Global++, IT Haven Inc., HLP Tech, LLC,
6 Ryan Hunt, Matthew Johnson, and Alen Hundur.
- 7 b. “Cheating Programs” means all versions of all programs that have been
8 marketed under the names *PokeGo++*, *Ingress++*, and *Unite++* or
9 *Potter++* (or substantially similar names), as well as any other programs
10 developed or maintained by the Global++ Defendants that are intended to
11 be used in conjunction with Niantic’s games or Niantic’s platform.
- 12 c. “Niantic POI and Spawn Data” means all data about points of interest or
13 spawning locations within Niantic’s games, including names, descriptions,
14 photographs, game states, and precise coordinates for those points of
15 interest.
- 16 d. “Niantic Intellectual Property” means any portion of (i) Niantic’s mobile
17 games; (ii) Niantic’s mobile applications; or (iii) Niantic’s source code and
18 object code, including any derivative, decompiled, reverse engineered,
19 adulterated, altered, modified, or revised form or expression of Niantic’s
20 source code and object code.

21 2. FINAL JUDGMENT is entered as follows:

- 22 a. On Count One of Niantic, Inc.’s first amended complaint (Dkt. 101),
23 “Direct Copyright Infringement (17 U.S.C. § 101, *et seq.*),” FINAL
24 JUDGMENT is entered against Global++, Ryan Hunt, and IT Haven Inc.
- 25 b. On Count Two of Niantic, Inc.’s first amended complaint (Dkt. 101),
26 “Contributory Copyright Infringement (17 U.S.C. § 101, *et seq.*),” FINAL
27 JUDGMENT is entered against Global++, Ryan Hunt, and IT Haven Inc.
- 28 c. On Count Three of Niantic, Inc.’s first amended complaint (Dkt. 101),
“Vicarious Copyright Infringement (17 U.S.C. § 101, *et seq.*),” FINAL
JUDGMENT is entered against Global++, Ryan Hunt, and IT Haven Inc.
- d. On Count Four of Niantic, Inc.’s first amended complaint (Dkt. 101),
“Contributory Copyright Infringement (17 U.S.C. § 101, *et seq.*),” FINAL
JUDGMENT is entered against Matthew Johnson (a.k.a. Mandy
Lombardo, Mandy Johnson, and Matthew Ragnarson) and
HLP Tech, LLC.

- 1 e. On Count Five of Niantic, Inc.’s first amended complaint (Dkt. 101),
2 “Vicarious Copyright Infringement (17 U.S.C. § 101, *et seq.*),” FINAL
3 JUDGMENT is entered against Matthew Johnson (a.k.a. Mandy
4 Lombardo, Mandy Johnson, and Matthew Ragnarson) and HLP Tech,
5 LLC.
- 6 f. On Count Six of Niantic, Inc.’s first amended complaint (Dkt. 101),
7 “Contributory Copyright Infringement (17 U.S.C. § 101, *et seq.*),” FINAL
8 JUDGMENT is entered against Alen Hundur.
- 9 g. On Count Ten of Niantic, Inc.’s first amended complaint (Dkt. 101),
10 “Violation of the Computer Fraud and Abuse Act (18 U.S.C. § 1030),”
11 FINAL JUDGMENT is entered against all the Global++ Defendants.
- 12 h. On Count Eleven of Niantic, Inc.’s first amended complaint (Dkt. 101),
13 “Violation of the California Comprehensive Computer Data Access and
14 Fraud Act (Cal. Penal Code § 502),” FINAL JUDGMENT is entered
15 against all the Global++ Defendants.
- 16 i. On Count Twelve of Niantic, Inc.’s first amended complaint (Dkt. 101),
17 “Violation of California Unfair Competition Law (Cal. Bus. & Prof. Code
18 § 17200, *et seq.*),” FINAL JUDGMENT is entered against all the Global++
19 Defendants.
- 20 j. On Count Thirteen of Niantic, Inc.’s first amended complaint (Dkt. 101),
21 “Breach of Contract,” FINAL JUDGMENT is entered against all the
22 Global++ Defendants.
- 23 k. On Count Fourteen of Niantic, Inc.’s first amended complaint (Dkt. 101),
24 “Intentional Interference with Contractual Relations,” FINAL
25 JUDGMENT is entered against all the Global++ Defendants.

26 3. Based on the foregoing, Niantic, Inc. is entitled to recover USD \$5,000,000 in
27 monetary damages from the Global++ Defendants.

28 4. Further, the Global++ Defendants and their officers, agents, servants, employees,
attorneys, receivers, trustees, successors, and assigns, along with any other persons involved in
the development, distribution, and monetization of the Niantic Cheating Programs, and any other
persons or entities acting in active concert or participation with any of the foregoing persons or
entities who receive actual notice of this Final Judgment and Permanent Injunction, shall be, and
hereby are, immediately and permanently enjoined and restrained from:

- 1 a. Developing, marketing, distributing, or receiving payment for the Cheating
2 Programs or any substantially similar programs, products, or services,
3 including any programs, products, or services that enable cheating in
4 Niantic’s games;
- 5 b. Developing, marketing, distributing, or receiving payment for programs,
6 products, or services based on or incorporating Niantic POI and Spawn
7 Data or Niantic Intellectual Property;
- 8 c. Acquiring, copying, or obtaining Niantic Intellectual Property, including
9 through authorized channels (e.g., the Apple Store) and unauthorized
10 channels (e.g., online locations purporting to offer copies of Niantic
11 Intellectual Property without Niantic’s express authorization);
- 12 d. Reverse engineering, decompiling, or disassembling Niantic Intellectual
13 Property;
- 14 e. Cracking, tweaking, or designing programs that are interoperable with
15 Niantic’s games or that are designed or able to interfere in or emulate
16 Niantic’s client-server communication protocols;
- 17 f. Cheating or enabling cheating within Niantic’s mobile games in any
18 manner;
- 19 g. Accessing Niantic’s network, computers, and servers, including the
20 computers and servers that enable users to play Niantic’s games via
21 Niantic’s mobile applications, by any direct or indirect means or method,
22 including but not limited to automatic methods (e.g., “bots,” robots, or
23 similar mechanisms) and for any purpose;
- 24 h. Scraping, indexing, copying, exfiltrating, or otherwise obtaining Niantic
25 POI and Spawn Data from any source and in any manner;
- 26 i. Selling, leasing, transferring, disclosing, or otherwise using Niantic POI
27 and Spawn Data for any purpose, including but not limited to any personal
28 or commercial purpose;
- 29 j. Using Niantic Intellectual Property, or other programs, products, services
30 or content provided by Niantic, for any purpose, including but not limited
31 to any personal or commercial purpose;
- 32 k. Violating Niantic’s Terms of Service; and
- 33 l. Inducing, enabling, supporting, or otherwise assisting any other party in
34 engaging in any such activity.

35 5. The Global++ Defendants shall provide notice of this Final Judgment and
36 Permanent Injunction to their officers, agents, servants, and employees, and to all persons who
37 have ever been in active concert or participation with them.

1 6. Nothing in this Final Judgment and Permanent Injunction precludes Niantic, Inc.
2 from asserting any claims or rights against the Global++ Defendants that arise after the Global++
3 Defendants' stipulation to this Final Judgment and Permanent Injunction or that are based upon
4 any violation of the Final Judgment and Permanent Injunction or any breach of a provision,
5 representation, or warranty of the parties' settlement agreement.
6

7 7. Nothing in this Final Judgment and Permanent Injunction precludes Niantic, Inc.
8 from asserting any claims or rights against any non-party to this lawsuit.


9 8. The Global++ Defendants waive all objections under Federal Rule of Civil
10 Procedure 65(d) (pertaining to injunctions) with respect to this Final Judgment and Permanent
11 Injunction.

12 9. This Court shall retain jurisdiction to enforce this Final Judgment and Permanent
13 Injunction and the parties' settlement agreement.

14 10. The parties shall bear their own attorneys' fees and costs.

15 IT IS SO ORDERED.

16
17
18 Dated: January 12, 2021



Hon. Jon S. Tigal
United States District Judge