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IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

CRONE HAWXHURST LLP  
10880 WILSHIRE BOULEVARD, SUITE 1150  
LOS ANGELES, CALIFORNIA 90024  
Tel: (310) 893-5150 • Fax: (310) 893-5195

RIOT GAMES MERCHANDISE, INC.,  
a corporation; RIOT GAMES HONG  
KONG MERCHANDISE LIMITED, a  
Hong Kong entity; and RIOT GAMES  
IRELAND MERCHANDISE LIMITED,  
an Ireland entity,  
  
Plaintiffs,  
  
vs.  
  
TRI-FORCE SALES, LLC, a limited  
liability company; and DOES 1-10,  
  
Defendants.

Case No. 2:15-cv-05817- ODW (Ex)  
**JUDGMENT AND SETTLEMENT  
AGREEMENT**

1 Plaintiffs Riot Games Merchandise, Inc., Riot Games Hong Kong  
2 Merchandise Limited, and Riot Games Ireland Merchandise Limited (collectively,  
3 “Riot” or “Plaintiffs”), and Defendant TriForce Sales, LLC (“TriForce”)  
4 (collectively with Riot, the “Parties”) hereby stipulate to settlement of the above-  
5 captioned action on the basis set forth below, including entry of this stipulated  
6 judgment:

7 Upon stipulation of the parties in this action, the Court hereby ENTERS  
8 JUDGMENT AS FOLLOWS:

- 9 1. Judgment is entered in favor of Plaintiffs and against Defendant  
10 TriForce Sales, LLC (“TriForce”) in the amount of \$500,000.00 (Five Hundred  
11 Thousand Dollars and Zero Cents).
- 12 2. Plaintiffs agree to stay execution of the monetary judgment recited in  
13 paragraph 1 provided that the monetary judgment is satisfied on the following  
14 payment schedule: \$50,000.00 (Fifty Thousand Dollars and Zero Cents) within  
15 three business days after the Court enters this Stipulated Judgment and Settlement  
16 Agreement and TriForce’s receipt of wire instructions from Riot; \$150,000.00 (One  
17 Hundred and Fifty Thousand Dollars and Zero Cents) on or before March 31, 2016;  
18 and \$300,000.00 (Three Hundred Thousand Dollars and Zero Cents) on or before  
19 July 15, 2016 (collectively, the “Settlement Installment Payments”). Each  
20 Settlement Installment Payment shall be made to Plaintiffs’ parent company, “Riot  
21 Games, Inc.,” and may be made by wire transfer to Riot Games, Inc. Riot will  
22 provide wire payment instructions to TriForce under separate cover. Each  
23 Settlement Installment Payment shall be deemed to have been made on the date  
24 TriForce initiates a wire transfer in accordance with Riot Games’ wire payment  
25 instructions for the Settlement Installment Payment amount due. If TriForce fails to  
26 timely make any Settlement Installment Payment on or before the date it is due, the  
27 remaining balance of the Settlement Installment Payments shall immediately  
28 accelerate without notice or an opportunity to cure, the stay of execution

1 contemplated by this paragraph 2 will immediately expire, and Plaintiffs shall be  
2 entitled to their attorney's fees and costs incurred to enforce this Stipulated  
3 Judgment and Settlement Agreement.

4 3. Releases:

5 a. Effective on entry of this Stipulated Judgment, each of the Plaintiffs,  
6 on their own part and on behalf of their respective agents and all  
7 other persons, firms, entities, companies, insurers, or corporations,  
8 and any other entity or individual claiming by or through them,  
9 hereby releases TriForce and its subsidiaries, parent and sister  
10 corporations, successors, assigns, employees, agents, partners,  
11 officers, directors and shareholders, both individually and  
12 collectively, from any and all claims, causes of action, liabilities,  
13 suits, demands, losses, expenses, costs, obligations and damages,  
14 whether liquidated or unliquidated, whether matured or unmatured,  
15 known or unknown, suspected or unsuspected (even those claims  
16 which if known by the parties, and each of them, at the time of entry  
17 of this Stipulated Judgment must have materially affected the  
18 settlement) that they now own or hold, or have at any time  
19 heretofore owned or held arising out of or in any way connected  
20 with any injury or damages incurred prior hereto, including but not  
21 limited to those alleged in, related to, or referred to in this action or  
22 that could have been alleged as a claim in this action.

23 b. Effective on entry of this Stipulated Judgment, TriForce, on its own  
24 part and on behalf of its agents and all other persons, firms, entities,  
25 companies, insurers, or corporations, and any other entity or  
26 individual claiming by or through it, hereby releases Plaintiffs  
27 together with each of their subsidiaries, parent and sister  
28 corporations (including but not limited to Riot Games, Inc.),

1 successors, assigns, employees, agents, partners, officers, directors  
2 and shareholders, both individually and collectively, from any and  
3 all claims, causes of action, liabilities, suits, demands, losses,  
4 expenses, costs, obligations and damages, whether liquidated or  
5 unliquidated, whether matured or unmatured, known or unknown,  
6 suspected or unsuspected (even those claims which if known by the  
7 parties, and each of them, at the time of entry of this Stipulated  
8 Judgment must have materially affected the settlement) that they  
9 now own or hold, or have at any time heretofore owned or held  
10 arising out of or in any way connected with any injury or damages  
11 incurred prior hereto, including but not limited to those alleged in,  
12 related to, or referred to in this action or that could have been  
13 alleged as a claim in this action.

- 14 c. Notwithstanding the mutual releases set forth in this paragraph 3,  
15 the parties' contractual obligations under their Agreement to  
16 maintain the confidentiality of, and refrain from misuse of, each  
17 party's proprietary information will continue to survive this  
18 Stipulated Judgment and Settlement Agreement, as recited in  
19 Section 15.d. of that Agreement. Each of TriForce, on the one hand,  
20 and Plaintiffs, on the other hand, respectively represents that,  
21 through the date of this Stipulated Judgment and Settlement  
22 Agreement, the representing Party has not ever misused any of the  
23 other Party's confidential information. The Parties also shall  
24 continue to comply with the terms of the Court's November 12,  
25 2015 Protective Order Re: Confidential Information. (See Dkt. 32.)
- 26 d. With respect to the mutual releases set forth in this paragraph 3, the  
27 parties have knowingly waived and relinquished, to the extent it is  
28 applicable, all rights and benefits afforded by Section 1542 of the

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Civil Code of the State of California, which provides as follows: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

4. Other than as provided herein, the Parties each shall bear their own respective attorney’s fees and costs incurred in this action.

5. All remaining deadlines and scheduled hearings in this action, including the trial date, are vacated.

6. The Court shall retain jurisdiction over this Stipulated Judgment and Settlement Agreement in order to enforce its terms.

7. This Stipulated Judgment and Settlement Agreement may be executed in counterparts and by means of facsimile or PDF, which taken together shall be deemed to constitute one document.

8. The Parties agree to submit this Stipulated Judgment and Settlement Agreement promptly to the Court for entry of Judgment. If the Court should reject this Stipulated Judgment and Settlement Agreement for any reason, the Parties agree to promptly work in good faith to resolve any concerns posed by the Court and to resubmit an amended proposed Stipulated Judgment and Settlement Agreement to address them.

9. The Parties certify that their respective undersigned representatives are fully authorized by the party he or she represents to stipulate to, enter into, and

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1 execute this Stipulated Judgment and Settlement Agreement on behalf of the party  
2 represented and to legally bind that party.

3  
4 DATED: March 10, 2016



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6 OTIS D. WRIGHT, II  
7 UNITED STATES DISTRICT JUDGE

CRONE HAWXHURST LLP  
10880 WILSHIRE BOULEVARD, SUITE 1150  
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APPROVED BY PARTIES:

DATED: February , 2016

By \_\_\_\_\_  
Minji Cho  
on behalf of Plaintiffs Riot Games  
Merchandise, Inc., Riot Games Hong Kong  
Merchandise Limited, and Riot Games  
Ireland Merchandise Limited

DATED: February , 2016

By \_\_\_\_\_  
Robert Baricevic  
on behalf of Defendant TriForce Sales, LLC