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JS-6

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

RIOT GAMES, INC., a Delaware Corporation,

Plaintiff,

v.

STEFAN DELGADO ARGOTE a/k/a "Ohm" and "Burberry"; MATTHIAS OLTMANN a/k/a "Joduskame," "Rolle3k," and "Sheppard"; TYRONE TOM PAUER a/k/a "Beaving"; CHACHANI MISTI Y PICHU PICHU S.R.L., a company organized under the laws of Peru; and DOES 1-10, inclusive,

Defendants.

CASE NO. 2:16-cv-5871-RSWL-AJW

Honorable Ronald S.W. Lew

**PERMANENT INJUNCTION,  
CONSENT JUDGMENT, AND  
DISMISSAL WITHOUT  
PREJUDICE [44]**

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1 Pursuant to the Parties' Stipulation dated February 28, 2017, the Court  
2 hereby orders that judgment is entered against defendants Stefan Delgado Argote,  
3 Matthias Oltmann, Tyrone Tom Pauer, Chachani Misti y Pichu Pichu, S.R.L.,  
4 Jaime Rosalino Prado Lira, and Alquiles Ivan Delgado Argote (collectively  
5 "Defendants") as follows.

6  
7 **IT IS HEREBY FOUND, ORDERED, ADJUDGED as follows:**

8  
9 1. Judgment shall be entered against Defendants on the First, Second,  
10 and Third Claims for Relief in the amount of ten million U.S. dollars  
11 (\$10,000,000) from all Defendants, payable pursuant to the terms set forth in the  
12 Parties' Confidential Settlement Agreement and Release.

13  
14 2. Defendants, all persons acting under Defendants' direction or control  
15 (including but not limited to Defendants' agents, representatives, and employees),  
16 and those persons or companies in active concert or participation with Defendants  
17 who receive actual notice of this Order by personal service or otherwise, shall  
18 immediately and permanently cease and desist from any of the following:

19  
20 (a) taking any steps on Defendants' own behalf or assisting others in  
21 creating, distributing or otherwise making available any software whose use  
22 infringes any of Riot's copyrights, patents, or trademarks (Riot's "Intellectual  
23 Property"), circumvents technological measures that control access to Riot's  
24 games, or violates Riot's Terms of Use ("TOU"), including but not limited to the  
25 software product known as Leaguesharp, and any other software product designed  
26 to exploit or enable the exploitation of "League of Legends" or any other game  
27 owned, published, or operated by Riot or a Riot subsidiary;

1 (b) obtaining, possessing, accessing or using any software whose use by  
2 Defendants infringes any of Riot’s Intellectual Property, circumvents technological  
3 measures that control access to Riot’s games, or violates the TOU, including but  
4 not limited to the software product known as Leaguesharp, and any other software  
5 product designed to exploit or enable the exploitation of “League of Legends” or  
6 any other game owned, published, or operated by Riot or a Riot subsidiary;

7  
8 (c) selling, reselling, or processing payments for any software whose use  
9 infringes any of Riot’s Intellectual Property, circumvents technological measures  
10 that control access to Riot’s games, or violates the TOU, including but not limited  
11 to the software product known as Leaguesharp, and any other software product  
12 designed to exploit or enable the exploitation of “League of Legends” or any other  
13 game owned, published, or operated by Riot or a Riot subsidiary;

14  
15 (d) assisting in any way with the development of software whose use  
16 infringes any of Riot’s Intellectual Property, circumvents technological measures  
17 that control access to Riot’s games, or violates the TOU, including but not limited  
18 to the software product known as Leaguesharp, and any other software product  
19 designed to exploit or enable the exploitation of “League of Legends” or any other  
20 game owned, published, or operated by Riot or a Riot subsidiary;

21  
22 (e) sharing, copying or distributing any software whose use infringes any  
23 of Riot’s Intellectual Property, circumvents technological measures that control  
24 access to Riot’s games or violates the TOU, including but not limited to the  
25 software product known as Leaguesharp, and any other software product designed  
26 to exploit or enable the exploitation of “League of Legends” or any other game  
27 owned, published, or operated by Riot or a Riot subsidiary;

1 (f) publishing or distributing any source code or instructional material for  
2 the creation of software whose use infringes any of Riot's Intellectual Property  
3 rights, circumvents technological measures that control access to Riot's games or  
4 violates the TOU, including but not limited to the software product known as  
5 Leaguesharp, and any other software product designed to exploit or enable the  
6 exploitation of "League of Legends" or any other game owned, published, or  
7 operated by Riot or a Riot subsidiary;

8  
9 (g) operating, assisting or linking to any website designed to provide  
10 information to assist others in accessing, developing or obtaining any software  
11 whose use infringes any of Riot's Intellectual Property rights, circumvents  
12 technological measures that control access to Riot's games or violates the TOU,  
13 including but not limited to the software product known as Leaguesharp, and any  
14 other software product designed to exploit or enable the exploitation of "League of  
15 Legends" or any other game owned, published, or operated by Riot or a Riot  
16 subsidiary;

17  
18 (h) investing or holding any financial interest in any enterprise which  
19 Defendants know or have reason to know is now, or intends in the future to be,  
20 engaged in any of the activities prohibited by this Judgment and Permanent  
21 Injunction.

22  
23 (i) playing any game owned, published, or operated by Riot or a Riot  
24 subsidiary, including "League of Legends."

25  
26 (j) reverse engineering, decompiling, packet editing, or otherwise  
27 manipulating without authorization, any game owned, published, or operated by

1 Riot or a Riot subsidiary, including “League of Legends,” or providing assistance  
2 to any person or entity engaged in such activities.

3  
4 (k) accessing any computer or account owned, controlled or possessed by  
5 Riot or a Riot employee or any authorized agent or representative of Riot without  
6 Riot’s prior, written permission.

7  
8 3. Defendants shall take all necessary steps to transfer and assign to Riot  
9 ownership of the following domain names: leaguesharp.info, leaguesharp.me,  
10 leaguesharp.org, botoflegends.net, botoflegends.org, leagueoflegendsscripts.com,  
11 lolaccounts.io, and lolscripts.com.

12  
13 4. Defendants shall take all necessary steps to transfer and assign to Riot  
14 the source code for the software product known as Leaguesharp pursuant to the  
15 terms set forth in the Parties’ Confidential Settlement Agreement and Release.

16  
17 5. Defendants are ordered to destroy any software product whose use  
18 infringes any of Riot’s Intellectual Property, circumvents technological measures  
19 that control access to Riot’s games, or violates Riot’s Terms of Use (“TOU”),  
20 including but not limited to the software product known as Leaguesharp, and any  
21 other software product designed to exploit or enable the exploitation of “League of  
22 Legends” or any other game owned, published, or operated by Riot or a Riot  
23 subsidiary, pursuant to the terms set forth in the Parties’ Confidential Settlement  
24 Agreement and Release.

25  
26 6. Any company or entity that any Defendant controls in the future shall  
27 also comply with the provisions of this Judgment and Permanent Injunction.

1           7. Defendants irrevocably and fully waive notice of entry of the  
2 Judgment and Permanent Injunction and notice and service of the entered  
3 Judgment and Permanent Injunction and understand, confirm and agree that  
4 violation of the Judgment and Permanent Injunction will expose Defendants to all  
5 penalties provided by law, including contempt of Court.

6  
7           8. Defendants irrevocably and fully waive any and all rights to appeal  
8 this Judgment and Permanent Injunction, to have it vacated or set aside, to seek or  
9 obtain a new trial thereon or otherwise to attack in any way, directly or collaterally,  
10 its validity or enforceability.

11  
12           9. Nothing contained in this Judgment and Permanent Injunction shall  
13 limit the right of Riot to seek relief, including without limitation damages, for any  
14 and all infringements by Defendants of Riot's Intellectual Property occurring after  
15 the date of this Judgment and Permanent Injunction.

16  
17           10. This Judgment and Permanent Injunction shall be deemed to have  
18 been served upon Defendants at the time of its execution and entry by the Court.

19  
20           11. The Court shall retain jurisdiction of this action to entertain such  
21 further proceedings and to enter such further orders as may be necessary or  
22 appropriate to implement and enforce the provisions of this Judgment and  
23 Permanent Injunction. Defendants consent to the personal jurisdiction of the  
24 United States District Court for the Central District of California for purposes of  
25 enforcing the Judgment and Permanent Injunction.

26  
27           12. The Court finds there is no just reason for delay in entering this  
28 Judgment and Permanent Injunction and, pursuant to Federal Rule of Civil

1 Procedure 54, the Court directs immediate entry of this Judgment and Permanent  
2 Injunction against Defendants.

3

4 13. Riot's Fourth and Fifth Claims for Relief hereby are dismissed  
5 without prejudice, each party to bear its own fees and costs.

6 The Clerk shall close this action.

7 IT IS SO ORDERED.

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9 DATED: 3/1/2017

s/ RONALD S.W. LEW

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The Honorable Ronald S.W. Lew  
Senior U.S. District Judge

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