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Riot Games, Inc.
8

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11

12 RIOT GAMES, INC., a Delaware
Corporation,

13 Plaintiff,

14 v.
15

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

20 Defendants.
21

CASE NO. 2:16-cv-5871

COMPLAINT FOR:

**(1) TRAFFICKING IN
CIRCUMVENTION DEVICES**

**(2) INTENTIONAL
INTERFERENCE WITH
CONTRACTUAL RELATIONS**

(3) UNFAIR COMPETITION

[DEMAND FOR JURY TRIAL]

1 Riot Games, Inc. (“Riot”) alleges as follows:
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3 **PRELIMINARY STATEMENT**

4 1. Riot develops and publishes the immensely popular video game titled
5 “League of Legends” (“LoL”). LoL is one of the most popular games in the world
6 and is a leader in the world of “eSports” (*i.e.*, video games that are played
7 competitively at a professional level). Millions of players around the globe
8 compete in LoL each day, many of whom belong to professional or semi-
9 professional teams and compete in sanctioned LoL tournaments, often for large
10 monetary prizes. More than 67 million people (both casual players and serious
11 competitors) play LoL each month, many of whom dedicate hundreds or thousands
12 of hours to developing their skills and competing against other players around the
13 world.

14 2. Riot’s greatest asset is its strong community of dedicated LoL players,
15 and Riot strives each day to maintain its reputation as “the most player-focused
16 game company in the world.” Riot thus invests enormous time, money, and effort
17 into ensuring that all of its players have a positive, fun, competitive, and fair
18 experience each time they play LoL. By this Complaint, Riot seeks to put a stop to
19 a commercial enterprise that is dedicated to destroying the LoL player experience,
20 harming the LoL community, and subverting Riot’s game (and its community) for
21 its own profit.

22 3. Defendants (and those working in concert with them) operate a
23 cheating service called “LeagueSharp” (“L#”). L# is a service and software
24 product that is specifically designed to enable a subset of LoL players who do not
25 wish to play fair to gain substantial unfair advantages over legitimate players (in
26 other words, to cheat). Among other things, L# enables its users to abuse LoL by
27 allowing them to, for example, see hidden information; “automate” gameplay to
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1 perform in the game with enhanced or inhuman accuracy; and accumulate levels,
2 experience, and items at a rate that is not possible for a normal human player.

3 4. L# represents an enormous threat to LoL and is causing serious and
4 irreparable harm to Riot and its valuable player community. It is absolutely
5 imperative to Riot and to the future of LoL that the game provides to its players a
6 fair, competitive, and enjoyable environment that rewards its players' skill and
7 experience. By enabling some LoL players to cheat in the game or to automate
8 their performance, L# disrupts (and threatens to destroy) Riot's carefully crafted
9 gameplay, and ruins the game experience for players that take the game seriously
10 and who wish to play fair.

11 5. Defendants' conduct is willful, deliberate, and malicious and is
12 designed to harm Riot and its player community. Tellingly, Defendants' slogan,
13 which is displayed on the L# website, their Twitter feed, and their Facebook page,
14 advertises L# as "GAMEBREAKING." Defendants also have engaged in repeated
15 attacks on Riot's game servers, have counseled their customers about how to cheat
16 in LoL without being caught, and have advised customers to fraudulently dispute
17 their in-game LoL transactions. Riot initially attempted to resolve this dispute
18 without litigation, including by informally reaching out to Defendants to ask them
19 to cease their activities. Defendants refused to respond. Then, Defendants or those
20 working in concert with them disseminated personal and non-public information
21 about a Riot employee, threatened that employee, and posted offensive comments
22 on the employee's social media. Additionally, knowing that this lawsuit was
23 imminent, Defendants have been quickly and carefully destroying or concealing
24 evidence such as their most incriminating online posts and purporting to hide
25 behind a Peruvian shell corporation created solely for the purpose of evading
26 liability.

27 6. As set forth herein, Defendants have engaged in numerous unlawful
28 acts under United States law. Defendants have violated Section 1201 of the Digital

1 Millennium Copyright Act (“DMCA”), 17 U.S.C. § 1201(a)(2), by selling,
2 importing, offering, providing, and otherwise trafficking in technologies that
3 circumvent or evade Riot’s sophisticated anti-cheat software. Defendants also
4 have knowingly and intentionally induced thousands or tens of thousands of Riot
5 players in the United States to breach Riot’s Terms of Use, which explicitly
6 prohibits the precise type of cheating that L# enables. Defendants not only know
7 that their conduct is unlawful, but they engage in that conduct with the deliberate
8 intent to harm Riot and its community.

9 7. Riot is entitled to monetary damages, injunctive and other equitable
10 relief, and punitive damages against Defendants.

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JURISDICTION AND VENUE

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8. This is a civil action seeking damages, injunctive relief, and other
equitable relief, under the anti-circumvention provisions of the DMCA, 17 U.S.C.
§ 1201, and under the laws of the State of California.

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9. This Court has subject matter jurisdiction over Riot’s claims for
violation of the DMCA pursuant to 28 U.S.C. §§ 1331 and 1338(a). Pursuant to
28 U.S.C. § 1367, this Court has supplemental jurisdiction over Riot’s state law
claims for intentional interference with contract and unfair competition, which are
so related to Riot’s claims under the DMCA as to be part of the same case or
controversy. Additionally, this Court has subject matter jurisdiction pursuant to 28
U.S.C. § 1332 because the amount in controversy exceeds the sum or value of
\$75,000, and the action is between a California citizen and citizens of a foreign
jurisdiction.

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10. This Court has personal jurisdiction over Defendants because they
have purposefully directed their activities at the United States, and at California in
particular, have purposefully availed themselves of the benefits of doing business

1 in California, and have established a continuing presence in California. Riot is
2 informed and believes, and on that basis alleges, that, without limitation:

3 (a) Defendants conduct extensive and ongoing business with users in the
4 United States and the State of California;

5 (b) Defendants distribute L# in the United States and the State of
6 California, advertise and market L# in the United States and the State of California,
7 and communicate directly with users in the State of California, including for the
8 purposes of soliciting purchases of L# by such users and providing technical
9 support for L#;

10 (c) Defendants have directed their unlawful activities at Riot, knowing
11 and intending that Riot would be harmed by their conduct in the United States and
12 primarily in the State of California, where Riot has its principal place of business
13 (in fact, Defendants specifically advertise their products as being made for Riot's
14 game);

15 (d) Defendants have entered into, and continue to enter into, hundreds or
16 thousands of contracts with individuals in the United States and in the State of
17 California, including contracts pursuant to which such individuals license from
18 Defendants the right to install and use L#. In return for such licenses, Defendants
19 receive ongoing recurring monthly payments from individuals in the United States
20 and the State of California.

21 11. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)
22 because this is a judicial district in which a substantial part of the events giving rise
23 to the claims occurred, and/or in which Riot suffered injury.

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25

THE PARTIES

26 12. Riot is a corporation duly organized and existing under the laws of the
27 State of Delaware, with its principal place of business in Los Angeles, California.

28

1 Riot is the publisher and owner of all right, title, and interest in the immensely
2 popular computer game “League of Legends.”

3 13. Riot is informed and believes, and on that basis alleges, that
4 Defendant Matthias Oltmann a/k/a “Joduskame” is an individual residing in
5 Grossenkneten, Germany and/or Oldenburg, Germany. Riot is informed and
6 believes that Oltmann is a primary developer of L#. Riot is informed and believes
7 that Oltmann has used a variety of aliases, including “Rolle3k” and “Sheppard.”

8 14. Riot is informed and believes, and on that basis alleges, that
9 Defendant Stefan Delgado Argote a/k/a “Ohm” is an individual residing in
10 Wiesbaden, Germany. Riot is informed and believes that Delgado Argote is a
11 central administrator of L# and the L# Website, and is responsible (along with
12 Oltmann) for organizing and maintaining certain fictitious corporate entities
13 through which he and those working in concert with him conduct L# business.

14 15. Riot is informed and believes, and on that basis alleges, that
15 Defendant Tyrone “Tom” Pauer a/k/a “Beaving” is an individual residing in
16 Lünen, Germany. Riot is informed and believes that Pauer is an administrator of
17 L#, is involved in L# community management and website maintenance and
18 administration, and may be an author of the L# software and codebase. Oltmann,
19 Delgado Argote, and Pauer hereafter sometimes are referred to as the “Individual
20 Defendants.”

21 16. Defendant Chachani Misti y Pichu Pichu S.R.L. (“Chachani”) is a
22 company organized under the laws of Peru with its purported address at Avenida
23 Siglo XX nr 110-C, third floor, office 302, Arequipa, 040101, Peru. Defendants
24 have claimed that Chachani owns the copyright in the L# software. Riot is
25 informed and believes, and on that basis alleges, that Chachani is, in fact, a
26 company created by the Individual Defendants for the purpose of attempting to
27 shield themselves from liability for their unlawful conduct. Riot is informed and
28 believes that Defendants own and control all aspects of Chachani, operate the

1 company from their homes, and have not sufficiently capitalized the company or
2 observed corporate formalities.

3 17. Riot is informed and believes, and on that basis alleges, that, at all
4 times herein mentioned, there existed a unity of interest and ownership between the
5 Individual Defendants, on the one hand, and Chachani, on the other, such that any
6 individuality or separateness between them ceased. The Individual Defendants
7 were and are the alter egos of Chachani and, at all times herein mentioned,
8 Chachani has been the mere shell, instrumentality, and conduit through which the
9 Individual Defendants have carried on business, exercising complete control over
10 Chachani to the extent that any individuality or separateness of Chachani does not
11 exist.

12 18. The true names and capacities, whether individual, corporate,
13 associate, or otherwise, of the defendants sued herein as Does 1-10 inclusive, are
14 unknown to Riot, which has therefore sued said defendants by such fictitious
15 names. These defendants may include individuals whose real identities are not yet
16 known to Riot, but who are acting in concert with one another, often in the guise of
17 Internet aliases, in committing the unlawful acts alleged herein. Riot will seek
18 leave to amend this complaint to state their true names and capacities once said
19 defendants' identities and capacities are ascertained. Riot is informed and
20 believes, and on that basis alleges, that all defendants sued herein are liable to Riot
21 as a result of their participation in all or some of the acts set forth in this complaint.
22 (All of the aforementioned defendants collectively are referred to herein as
23 "Defendants.").

24 19. Riot is informed and believes, and on that basis alleges, that at all
25 times mentioned in this complaint, each of the Defendants was the agent of each of
26 the other Defendants and, in doing the things alleged in this complaint, was acting
27 within the course and scope of such agency.

1 **FACTS APPLICABLE TO ALL CLAIMS**

2 **Riot and “League of Legends”**

3 20. Riot is a game developer and publisher located in Los Angeles,
4 California, best known for the enormously popular game “League of Legends.”
5 Riot, with its partners and affiliates, develops, publishes, markets, advertises,
6 distributes, maintains, and services LoL in numerous countries throughout the
7 world. Riot owns valid registered copyrights in LoL.

8 21. LoL is a fast-paced, highly competitive online game. In LoL, two
9 teams of powerful champions, each with a unique design and playstyle, battle
10 head-to-head across multiple computer-generated battlefields and in a variety of
11 game modes and types. LoL blends the speed and intensity of a “real-time”
12 strategy game with elements of fantasy role-playing and character development.

13 22. As they compete in online LoL matches, players advance in the
14 game’s online leaderboards (which ranks players by skill level) and are rewarded
15 with points that enable them to acquire access to additional content. Many LoL
16 players view the game as a serious hobby and sport and invest hundreds or
17 thousands of hours to playing LoL in order to improve their skills, enhance their
18 characters, and rise in the in-game rankings. Riot has organized and held large-
19 scale LoL tournaments, some of which are televised or broadcast online, played by
20 professional eSports athletes, and attract large crowds. But even casual players
21 enjoy playing LoL and feel a sense of satisfaction when they win a friendly match
22 and rise in the rankings. Riot takes pride in offering a fun and engaging experience
23 for players of all skill levels.

24 23. LoL is a game that is free to play. To play LoL, a player need only
25 register an account with Riot, free of charge. Via its in-game store, Riot gives
26 players the opportunity to voluntarily pay to unlock and use additional content in
27 the game, such as new champions or more personalized aesthetic features (*e.g.*,
28 “skins”) for existing champions. This content enhances player engagement with,

1 and interest in, the LoL community.

2 24. The success of LoL depends on Riot’s ability to ensure a consistently
3 engaging and compelling gaming experience for players. As such, Riot goes to
4 great lengths to monitor, balance, and refine the game. Riot develops and releases
5 content patches, fixes, and tweaks on a regular and ongoing basis. These content
6 patches and fixes may include changes to game rules or regulations, “buffs” (*i.e.*,
7 making a champion stronger), “nerfs” (*i.e.*, making a champion less powerful),
8 modifications to champion abilities and/or in-game items to help maintain
9 competitive balance, or bug fixes. Riot also regularly upgrades its server
10 infrastructure to ensure a smooth and consistent online experience for all players.
11 Riot invests thousands of hours and millions of dollars in these ongoing efforts to
12 ensure that LoL remains fair and fun.

13 25. The importance of maintaining game balance and fairness for players
14 cannot be overestimated. Because LoL is a competitive game, any perception that
15 a player may be cheating or have an unfair advantage results in players becoming
16 frustrated or alienated and potentially leaving the LoL community. Should such
17 perception become widespread, it could destroy or severely impair the game as a
18 whole, since LoL relies on the existence of an active and engaged player
19 community. If players lose interest in LoL, Riot also will be unable to recoup the
20 enormous expense it incurs in maintaining and servicing the game.

21
22 **Riot’s Ongoing Efforts To Protect “League of Legends” And Its Player**
23 **Community From Hackers And Cheaters**

24 26. The gaming experience of legitimate LoL players is under near
25 constant attack by cheaters, hackers, scammers, and other wrongdoers seeking to
26 exploit LoL for their own illegitimate ends or to ruin the game for others. In order
27 to protect the game experience, keep the game fair and balanced, and thwart

1 would-be hackers, Riot has adopted a combination of technical and contractual
2 measures.

3
4 Riot's Technical Security Measures

5 27. Hackers use a variety of techniques to alter and manipulate online
6 games. For example, a hacker may locate important locations in a computer's
7 memory, alter the computer code (*i.e.* the "instructions") being processed at these
8 memory locations, and/or inject new or additional code or "scripts" into the
9 computer's memory. By doing so, hackers cause the game to operate in a manner
10 that ordinarily is restricted by the game software. Hackers also may intercept and
11 manipulate data "packets" transmitted between Riot's servers and players in an
12 online game. These packets communicate important gameplay information. Code
13 injection and packet manipulation are just two of the methods used by hackers. In
14 order to protect its games from unauthorized hacking and cheating using these
15 methods and others, Riot developed and employs a number of technical security
16 protections.

17 28. First, Riot developed and includes within LoL an anti-hacking and
18 anti-cheating software module (the "LoL Anti-Cheat Software"). The LoL Anti-
19 Cheat Software is a sophisticated and highly effective technical solution that
20 prevents players from engaging in a variety of prohibited hacking activities,
21 running software programs or cheats, and using unlicensed copies of LoL. The
22 LoL Anti-Cheat Software accomplishes this by, among other methods, checking
23 for the presence of third-party programs that facilitate cheating or any other
24 prohibited modification to the LoL software. If the LoL Anti-Cheat Software
25 detects that a player is using a prohibited program or modifying the LoL software,
26 his or her access to Riot's games and services is revoked and Riot may
27 permanently suspend the player's Riot account.

1 29. The LoL Anti-Cheat Software is effective at detecting and revoking
2 the access of any player found to be tampering with LoL. Thus, in order for a
3 player to employ hacking or cheating software, such as the L# software, that
4 software necessarily must be designed to circumvent, avoid, disable, or evade these
5 systems. Riot has expended significant resources (both monetary and human)
6 developing and maintaining the LoL Anti-Cheat Software and ensuring it is
7 effective. Since hackers and cheaters regularly attempt to circumvent, disable, or
8 avoid the LoL Anti-Cheat Software, Riot must regularly update and improve that
9 software.

10 30. Second, Riot employs the use of encryption technology to protect the
11 LoL software client and the communication protocol through which online game
12 data is transmitted from hackers. Without engaging in decryption activity, a
13 hacker cannot locate the software elements, data, or memory locations necessary to
14 manipulate gameplay.

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16 Riot’s Contractual Protection Of “League of Legends”

17 31. In order to access, download, or play LoL, players must create and
18 register a free Riot account. As part of the account creation process, the player
19 must expressly manifest his or her assent to the LoL “Terms of Use” (the “TOU”).
20 The entire text of the TOU is displayed to a player at the time he or she is asked to
21 assent to its terms. Riot also makes the TOU permanently available on Riot’s
22 website. If the player declines to assent to the TOU, he or she will be unable to
23 create an account and will not be able to play LoL.

24 32. The TOU provides to the player a limited license to use and enjoy the
25 LoL software, game, and website, subject to certain restrictions. Section 5.1 of the
26 TOU expressly prohibits the player from:

27 Using any unauthorized third party programs, including
28 mods, hacks, cheats, scripts, bots, trainers and

1 automation programs that interact with the [LoL]
2 Software in any way, for any purpose, including any
3 unauthorized third party programs that intercept, emulate,
4 or redirect any communication between the Software and
5 Riot Games and any unauthorized third party programs
6 that collect information about [LoL] by reading areas of
7 memory used by the Software to store information.

8 The TOU also prevents players from “[p]laying on another person’s account to
9 ‘boost’ that account’s status or rank.”

10 33. LoL may only be played using Riot’s proprietary online platform. As
11 a result, it is not possible for a player to lawfully obtain access to or play LoL
12 without creating an account and expressly consenting to the TOU.

13 **Defendants And L#**

14 34. Riot is informed and believes, and on that basis alleges, that
15 Defendants are responsible for and oversee all aspects of the L# service, including
16 its development, distribution, marketing, and maintenance. Defendants, including
17 the Individual Defendants, programmed the L# software, designed and operate the
18 website on which the L# service is offered for license and distribution, oversee and
19 administer all finances in connection with the L# service, update the L# software
20 when necessary (including as necessary to defeat Riot’s LoL Anti-Cheat Software),
21 and provide technical support for the L# service. Defendants also regularly post on
22 the L# forums, provide customers with updates on the services, employ individuals
23 who assist with the development of the software, and pay individual freelancers
24 who engage in scripting or coding in connection with the L# service.

25 35. Riot is informed and believes, and on that basis alleges, that each of
26 the Individual Defendants has a long history in the hacking and cheating
27 community and has regularly been involved in malicious or fraudulent computer
28 hacking activities. Oltmann, for example, has been involved in a number of
malicious attacks and/or exploits against Riot’s game servers. The Individual

1 Defendants also have been involved in extensive hacking of computer games other
2 than LoL, such as Blizzard Entertainment’s “Diablo 2.”

3 36. Defendants distribute and license L# via the “LeagueSharp” website,
4 located at www.joduska.me (the “L# Website”). Defendants require customers to
5 pay a \$15.00 monthly subscription fee to obtain and use the L# service and
6 software. Defendants also offer a “botting service” for \$50.00 per month, which
7 permits users to automate multiple accounts simultaneously. The botting service is
8 designed for those users that wish to make money by creating and selling accounts
9 that have been artificially leveled. Riot is informed and believes, and on that basis
10 alleges, that tens of thousands of people currently subscribe to L#, and that
11 Defendants generate hundreds of thousands of dollars each month in connection
12 with L#.

13 37. Defendants advertise and market L# as “a tool for League of Legends
14 which allows the user to inject assemblies or so called LoL scripts into the game.”
15 In basic terms, L# enables users to inject (and thus use) a variety of cheats and
16 hacks in LoL. Among these are hacks that (1) enable a user to see aspects of the
17 game that would normally be hidden (*e.g.* hidden enemy movements), (2) intercept
18 game actions and respond with inhuman accuracy, (3) cause a user to automatically
19 dodge all incoming spells, damage, and skillshots, and (4) enhance a player’s field
20 of vision. Additionally, L# enables users to fully or partially automate gameplay,
21 thereby enabling users to rapidly “level” their account, gain quick access to in-
22 game champions and other content, and artificially elevate their position on LoL’s
23 leaderboards.

24 38. Riot is informed and believes, and on that basis alleges, that in order
25 to create L# Defendants downloaded copies of the LoL game client, viewed and
26 manifested their assent to the ToU, and then disassembled, decompiled, or
27 otherwise reverse engineered portions of the LoL client and server software.
28 Additionally, in the ordinary course of LoL’s operation, relevant memory locations

1 are hidden and inaccessible and data packets are encrypted. Riot is informed and
2 believes, and on that basis alleges, that to create L#, Defendants used specialized
3 software to decrypt data packets and obtain access to restricted memory locations.

4 39. In its normal course of operation, the LoL Anti-Cheat Software is
5 designed to, and would, detect the use of the various hacks and cheats enabled by
6 L#. However, Riot is informed and believes, and on that basis alleges, that the L#
7 software circumvents or bypasses the LoL Anti-Cheat Software in a variety of
8 different ways, including by intercepting and falsely responding to checks
9 performed by the LoL Anti-Cheat Software. Defendants regularly update L# to
10 keep pace with improvements in the LoL Anti-Cheat Software. They also notify
11 their customers when the LoL Anti-Cheat software has been updated and when an
12 update to the L# software is necessary.

13 40. L# is an “unauthorized third party program” (and, specifically, is a
14 hack, cheat, bot, and automation program) whose use is strictly prohibited by the
15 TOU. Each and every time that one of Defendants’ customers uses L#, that
16 customer is engaging in a direct violation of the TOU. Defendants’ customers also
17 violate the TOU when they use the L# service to artificially “boost” an account’s
18 ranking or status (whether for purposes of selling the account or otherwise).
19 Because L# is a single-purpose software program and works only with LoL, it
20 cannot be used without violating the TOU.

21 41. Defendants are aware that to use their product their users necessarily
22 must violate the TOU (in fact, Defendants themselves consented to the TOU and
23 are thus knowledgeable as to its terms). Nevertheless, they encourage and induce
24 their customers to engage in continuing and blatant contractual violations. In fact,
25 Defendants advise their customers how to avoid being caught by Riot and, thus,
26 how to secretly engage in ongoing and repeated breaches of the TOU while
27 continuing to use Riot’s product.

1 42. Defendants' conduct is brazen and willful. Defendants are well aware
2 that Riot is the owner of LoL, that L# is designed to circumvent and bypass the
3 LoL Anti-Cheat Software, and that the use of L# is in clear violation of the TOU.
4 Defendants also are well aware that their conduct causes harm to Riot, LoL, and
5 the LoL player community. Notably, they advertise their product as
6 "GAMEBREAKING" and they regularly tout L#'s ability to circumvent the LoL
7 Anti-Cheat Software. Defendants even have counseled their customers in the past
8 on how to avoid being charged for items that they purchased on an account that is
9 suspended, including by recommending that they falsely represent to their credit
10 card companies that they did not make the purchases. When Defendants became
11 aware that this lawsuit was imminent, they deleted these communications, as well
12 as many other communications relating to their unlawful hacking and
13 circumvention activities.

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15 **The Harm To Riot From Defendants' Conduct**

16 43. By their conduct, Defendants knowingly caused and continue to cause
17 serious harm to Riot and its community. Such harm is immediate, massive and
18 irreparable.

19 44. First, Defendants irreparably harm the ability of Riot's legitimate
20 players to enjoy and participate in LoL. That, in turn, causes those players to grow
21 dissatisfied with LoL, lose interest, and stop playing. Riot is informed and
22 believes, and on that basis alleges, that players have ceased playing LoL, and/or
23 ceased purchasing goods and services (including virtual goods) for LoL as a result
24 of L# and similar cheating software programs.

25 45. Second, Defendants' conduct has required Riot to spend enormous
26 sums of money (and vast amounts of time) attempting to remediate the damage
27 caused by L#. This includes creating and releasing new versions of the LoL Anti-
28 Cheat Software, responding to player complaints, employing personnel to police

1 the games to detect the use of hacks and cheats, and terminating the accounts of
2 players who are using hacks and cheats.

3 46. Third, Defendants' conduct harms Riot's reputation and results in the
4 loss of player goodwill, in the United States and worldwide.

5 47. Defendants' conduct has resulted in damage to Riot in an amount to
6 be proven at trial. Unless Defendants are preliminarily or permanently enjoined,
7 Riot will continue to suffer severe harm.

8

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COUNT I

10

Trafficking In Circumvention Devices

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48. Riot realleges and incorporates by reference the allegations in
paragraphs 1 through 47 as if set forth fully herein.

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49. LoL, including but not limited to the source code and audiovisual
game play environments, is a copyrighted work.

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50. Riot has incorporated into LoL technological measures that effectively
control access to LoL, including access to the dynamic audiovisual elements that
comprise LoL.

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51. L# is comprised of or contains technologies, products, services,
devices, components, or parts thereof that primarily are designed or produced for
the purpose of circumventing technological measures that effectively control the
access to copyrighted works (LoL), and that protect the exclusive rights of the
copyright owner (Riot).

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52. L# (and the portions thereof that circumvent the LoL Anti-Cheat
Software) has no commercially significant purpose or use other than to circumvent
a technological measure that effectively controls access to a copyrighted work and
that protects the exclusive rights of a copyright owner.

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53. Defendants market L# in the United States with knowledge of its use
to circumvent Riot's technological access controls.

1 54. As a result of the foregoing, Defendants are offering to the public,
2 providing, or otherwise trafficking in the United States in technology that violates
3 17 U.S.C. § 1201(a)(2).

4 55. Defendants' acts constituting DMCA violations have been and
5 continue to be performed without the permission, authorization, or consent of Riot.

6 56. Defendants have violated Section 1201 of the DMCA willfully and for
7 private commercial gain.

8 57. Defendants' conduct has caused damage to Riot and has unjustly
9 enriched Defendants, in an amount to be proven at trial.

10 58. As a result of Defendants' acts and conduct, Riot has sustained and
11 will continue to sustain substantial, immediate, and irreparable injury, for which
12 there is no adequate remedy at law. Riot is informed and believes, and on that
13 basis alleges, that, unless enjoined and restrained by this Court, Defendants will
14 continue to violate Section 1201 of the DMCA. Riot is entitled to injunctive relief
15 to restrain and enjoin Defendants' continuing unlawful conduct.

16 59. As a direct and proximate result of Defendants' conduct, pursuant to
17 17 U.S.C. § 1203(c), Riot is entitled to Defendants' profits attributable to their
18 violations of 17 U.S.C § 1201.

19 60. Alternatively, Riot is entitled to the maximum statutory damages,
20 pursuant to 17 U.S.C. § 1203(c), in the amount of \$25,000 with respect to each
21 violation by Defendants.

22 61. Riot further is entitled to its attorneys' fees and full costs pursuant to
23 17 U.S.C. § 1203(b).

24

25

COUNT II

26

Intentional Interference With Contractual Relations

27

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62. Riot realleges and incorporates by reference the allegations in paragraphs 1 through 61, as if set forth fully herein.

1 63. Riot’s contracts with its players, including the TOU, are valid and
2 enforceable.

3 64. Riot is informed and believes, and on that basis alleges, that
4 Defendants are aware of the contracts between Riot and its players in the United
5 States, and additionally are aware of the TOU by virtue of their own Riot accounts.
6 Defendants specifically are aware that the TOU prohibits players from using
7 cheats, hacks, bots, or other unauthorized software, and from “boosting” accounts
8 for sale to others. Nevertheless, Defendants intentionally encourage and induce
9 LoL players to purchase and use L#, knowing that the use of L# by Defendants’
10 customers will breach the TOU.

11 65. By inducing players to breach the TOU, Defendants have intentionally
12 interfered, and continue to interfere, with contracts between Riot and its players.

13 66. As a result of Defendants’ actions, Riot has suffered damage in an
14 amount to be proven at trial, including but not limited to loss of goodwill among
15 players of LoL, diversion of Riot resources to attempt to detect and prevent the use
16 of L#, and loss of profits from players whose accounts Riot has terminated for
17 violation of the TOU.

18 67. As a further result of Defendants’ actions, Defendants have unjustly
19 obtained specifically identifiable property, consisting of all of the proceeds
20 attributable to the sale of L# in the United States, and any other products or
21 services that violate any of Riot’s rights, and any additional property traceable to
22 those proceeds. Those proceeds, which are directly attributable to Defendants’
23 manipulation and misuse of LoL and intentional interference with Riot’s contracts,
24 rightfully and equitably belong to Riot.

25 68. Defendants’ intentional interference with the contracts between Riot
26 and LoL players entitles Riot to injunctive relief and compensatory damages, the
27 imposition of a constructive trust over Defendants’ wrongfully obtained proceeds,
28 and other available relief.

1 preliminary and permanent injunctions prohibiting further acts of unfair
2 competition.

3
4 **PRAYER FOR RELIEF**

5 WHEREFORE, Riot prays that this Court enter judgment in its favor on
6 each and every claim for relief set forth above and award it relief, including but not
7 limited to an order:

8 1. Preliminarily and permanently enjoining Defendants, their officers,
9 employees, agents, subsidiaries, representatives, distributors, dealers, members,
10 affiliates, and all persons acting in concert or participation with Defendants from:
11 (i) trafficking in circumvention devices in the United States; (ii) intentionally
12 interfering with Riot's contracts with players in the United States; and (iii)
13 engaging in unfair competition in the United States.

14 2. Requiring Defendants to shut down L# and any colorable copies
15 thereof, hosted at any domain, address, location, or ISP.

16 3. Requiring Defendants to deliver to Riot all copies of materials that
17 infringe or violate any of Riot's rights, as described herein.

18 4. Requiring Defendants to provide Riot with an accounting of any and
19 all sales of products or services in the United States that infringe or violate any of
20 Riot's rights, as described herein.

21 5. Awarding Riot actual or statutory damages pursuant to 17 U.S.C.
22 § 1203(c).

23 6. Awarding Riot its full costs and attorneys' fees in this action pursuant
24 to 17 U.S.C. § 1203(b) and other applicable laws.

25 7. Awarding Riot exemplary and punitive damages against Defendants
26 on Riot's second cause of action for intentional interference with contractual
27 relations.

1 8. Awarding Riot restitution of Defendants' unlawful proceeds,
2 including an accounting of any and all sales of L# in the United States, and/or any
3 other products or services that violate any of Riot's rights described herein.

4 9. Imposing a constructive trust over the proceeds unjustly obtained by
5 Defendants through the sale of L# in the United States, and/or any other products
6 or services that violate any of Riot's rights described herein.

7 10. Awarding such other and further relief as this Court may deem just
8 and appropriate.

9

10 Dated: August 5, 2016

MARC E. MAYER
KARIN G. PAGNANELLI
DANIEL A. KOHLER
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By: /s/Marc E. Mayer
Marc E. Mayer
Attorneys for Plaintiff
Riot Games, Inc.

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JURY DEMAND

Plaintiff Riot Games, Inc. hereby demands a trial by jury on all matters and issues so triable.

Dated: August 5, 2016

MARC E. MAYER
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DANIEL A. KOHLER
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