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18 **UNITED STATES DISTRICT COURT**  
19 **NORTHERN DISTRICT OF CALIFORNIA**  
20 **SAN FRANCISCO DIVISION**

21 NIAN TIC, INC., a Delaware corporation,  
22 Plaintiff,

23 v.

24 GLOBAL++, an unincorporated  
25 association; RYAN HUNT, a.k.a.  
26 “ELLIOTROBOT,” an individual;  
27 ALEN HUNDUR, a.k.a. “IOS N00B,”  
28 an individual; and DOES 1-20,  
Defendants.

Case No. 19-cv-3425

**COMPLAINT FOR DAMAGES AND  
INJUNCTIVE RELIEF FOR:**

- (1) **Copyright Infringement,  
17 U.S.C. § 101, et seq.**
- (2) **Violation of the Computer Fraud and  
Abuse Act, 18 U.S.C. § 1030**
- (3) **Violation of the California  
Comprehensive Computer Data Access  
and Fraud Act, Cal. Penal Code § 502**
- (4) **Violation of the California Unfair  
Competition Law,  
Cal. Bus. & Prof. Code § 17200, et seq.**
- (5) **Breach of Contract**
- (6) **Intentional Interference with  
Contractual Relations**

**DEMAND FOR JURY TRIAL**

1 For its complaint, plaintiff Niantic, Inc. (“Niantic”) hereby alleges as follows:

2 **I. NATURE OF THE ACTION**

3 1. Niantic brings this action to stop defendants’ willful and serial infringement of  
4 Niantic’s valuable intellectual property, and to recover damages and other relief for defendants’  
5 infringement and other violations of Niantic’s rights.

6 2. Niantic publishes location-based augmented reality games that are played on  
7 users’ mobile devices, including the games titled *Harry Potter: Wizards Unite* (“*Harry Potter*”),  
8 *Pokémon GO*, and *Ingress*. To play Niantic’s games, players download and install Niantic’s  
9 mobile applications (“apps”) on their mobile devices. Those apps connect to the Internet and,  
10 through the Internet, obtain game-related information from Niantic’s servers (e.g., names and  
11 locations of nearby characters or features), which is then rendered on the screens of players’  
12 mobile devices.

13 3. Defendant Global++ is an association of hackers that creates and distributes  
14 unauthorized derivative versions of Niantic’s mobile apps (the “Cheating Programs”). To trade on  
15 the popularity of Niantic’s games, defendants use the same names for their unauthorized  
16 derivative versions, just adding the suffix “++” to the titles of their Cheating Programs.

17 4. Specifically, Global++ creates and distributes a program titled *Potter++* (or, in  
18 some cases, *Unite++*), which is an unauthorized derivative version of Niantic’s app for *Harry*  
19 *Potter*; a program titled *PokeGo++*, which is an unauthorized derivative version of Niantic’s app  
20 for *Pokémon GO*; and a program titled *Ingress++*, which is an unauthorized derivative version of  
21 Niantic’s app for *Ingress*.

22 5. When used by defendants’ customers, the Cheating Programs allow defendants’  
23 customers to perform unauthorized actions while playing Niantic’s games. In other words, the  
24 Cheating Programs enable cheating.

25 6. Niantic’s games are multiplayer games, meaning that users play in a shared online  
26 environment. Thus, the Cheating Programs give defendants’ customers an unfair advantage over  
27 other players and undermine the integrity of the gaming experience for other players.

1           7. Defendant Ryan Hunt is the leader of Global++ and the primary developer of the  
2 Cheating Programs. He is assisted and supported by defendant Alen Hundur, who helps develop,  
3 market, and distribute Global++’s products and maintains a popular YouTube channel devoted to  
4 advertising and providing customer support for Global++’s products. The defendants sued as Doe  
5 Defendants assist, support, and contribute to the illegal acts of Global++, Hunt, and Hundur.

6           8. To create their Cheating Programs, defendants obtain legitimate versions of  
7 Niantic’s mobile apps from Apple’s online App Store and then circumvent the technical security  
8 measures put in place by Niantic and by Apple to protect the binary computer code in Niantic’s  
9 mobile apps, which Niantic refers to as its “Client Code.”<sup>1</sup>

10           9. After circumventing those technical security measures, defendants access, copy,  
11 and modify Niantic’s Client Code without permission, allowing them to create unauthorized  
12 derivative versions of Niantic’s mobile apps—the Cheating Programs. Defendants then advertise  
13 and broadly distribute their Cheating Programs.

14           10. Defendants profit from their illegal activity by selling “subscriptions” for the  
15 Cheating Programs. Defendants’ customers purchase those subscriptions in order to access the  
16 unauthorized features within the Cheating Programs, which in turn enable defendants’ customers  
17 to cheat within Niantic’s games. On information and belief, defendants have sold “subscriptions”  
18 to their Cheating Programs to hundreds of thousands of users, reaping massive profits.

19           11. Defendants’ schemes have harmed and will continue to harm Niantic in many  
20 ways. Among other things, defendants’ schemes undermine the integrity of the gaming  
21 experience for legitimate players, diminishing enthusiasm for Niantic’s games and, in some cases,  
22 driving players away from Niantic’s games altogether. Defendants’ schemes therefore damage  
23 Niantic’s reputation and goodwill and interfere with Niantic’s business.

24           12. In addition, defendants’ schemes threaten to inflict substantial harm by interfering  
25 with the impending United States launch of *Harry Potter*, Niantic’s highly anticipated new game.

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26 <sup>1</sup> For purposes of this complaint, the term “client code” refers to code that users install on their mobile devices when  
27 they install apps. Client code is distinguished from “server code,” which exists on a remote computer server.  
28 Niantic’s games utilize client code and server code. When players use Niantic’s mobile apps on their mobile devices,  
the client code in Niantic’s mobile apps interacts with the server code on Niantic’s servers to create the game-playing  
experience.



1 moniker “ElliotRobot” in social media and other online forums. On information and belief, Hunt  
2 resides in Ontario, Canada.

3 20. Defendant Alen Hundur is a member of Global++. Hundur frequently uses the  
4 moniker “iOS n00b” (or, in some cases, “i0S n00b”) in social media and other online forums.  
5 Hundur helps market and distribute Global++’s products and, on information and belief, also  
6 contributes to the creation and development of Global++’s products. On information and belief,  
7 Hundur resides in Brentwood, Tennessee.

8 21. On information and belief, the defendants named as Does 1-20 are, like the other  
9 defendants, engaged in, contributors to, and legally responsible for the violations alleged in this  
10 complaint. The true names and capacities of the defendants sued as Does 1-20 are unknown to  
11 Niantic at this time. Niantic therefore sues those defendants under fictitious names. Niantic will  
12 amend this complaint to add the true names and capacities of Does 1-20 when their identities  
13 become known.

### 14 III. JURISDICTION AND VENUE

15 22. This Court has subject matter jurisdiction over this action under 28 U.S.C. § 1331  
16 and 28 U.S.C. § 1338 because Niantic alleges violations of the federal Copyright Act, 17 U.S.C.  
17 § 101, *et seq.*, and the federal Computer Fraud and Abuse Act, 18 U.S.C. § 1030.

18 23. This Court has supplemental jurisdiction over Niantic’s state law claims under  
19 28 U.S.C. § 1367 because Niantic’s state law claims are so related to the claims over which this  
20 Court has original jurisdiction that they form part of the same case or controversy.

21 24. This Court has personal jurisdiction over each of the defendants because  
22 defendants’ unlawful activities are targeted at Niantic, which defendants know is headquartered in  
23 California; because defendants conduct substantial, continuous, and systematic business within  
24 this district, including by utilizing California-based social media platforms and other California-  
25 based services to perpetrate unlawful activities targeting Niantic; because defendants engaged in  
26 acts or omissions causing injury within this district (including, on information and belief,  
27 distributing Cheating Programs in this district); because defendants engaged in acts or omissions  
28

1 outside this district causing injury within this district; and because the claims alleged in this  
2 complaint arise out of or relate to defendants' forum-related activities.

3 25. In addition or alternatively, this Court has personal jurisdiction over each of the  
4 defendants because each defendant, or agents for each defendant, agreed to the personal  
5 jurisdiction of the state and federal courts located in the Northern District of California by  
6 agreeing to the forum-selection clause in the current version of Niantic's Terms of Service or a  
7 substantially similar forum-selection clause in an earlier version of Niantic's Terms of Service.

8 26. Venue is proper in this district under 28 U.S.C. § 1391(b)(2) because a substantial  
9 part of the events or omissions giving rise to Niantic's claims occurred in this district.

10 27. In addition or alternatively, venue is proper in this district because each defendant,  
11 or agents for each defendant, consented to venue in this district by agreeing to the forum-selection  
12 clause in the current version of Niantic's Terms of Service or a substantially similar forum-  
13 selection clause in an earlier version of Niantic's Terms of Service.

#### 14 IV. INTRADISTRICT ASSIGNMENT

15 28. This is an intellectual property action to be assigned on a district-wide basis under  
16 Civil Local Rule 3-2(c).

#### 17 V. ALLEGATIONS COMMON TO ALL CLAIMS

##### 18 A. Niantic's Mobile Games and Applications

19 29. Niantic currently publishes three popular location-based augmented reality games:  
20 *Harry Potter*, *Pokémon GO*, and *Ingress*.

21 30. *Harry Potter* is Niantic's newest game. *Harry Potter* combines content and  
22 characters from the original Harry Potter series and the Fantastic Beasts films to create a unique  
23 experience in which players use wands, spells, and magical items to protect the Wizarding World.  
24 Players recharge Spell Energy by obtaining food from Inns, which are located at places like  
25 public art spaces, unique pieces of architecture, or public gathering places. The beta version of  
26 *Harry Potter* launched in New Zealand on April 16, 2019. Niantic anticipates that *Harry Potter*  
27 will become available to users in the United States in the near future.  
28

1           31.     *Pokémon GO* was launched in 2016. *Pokémon GO* allows players to collect  
2 imaginary creatures called Pokémon by finding them in real-world locations (presented in a map  
3 view or via augmented reality in the game’s mobile app) and “capturing” them using Pokéballs.  
4 Players can obtain Pokéballs by visiting “Pokéstops,” among other game actions, which are  
5 located at real-world locations that help players discover and enjoy their communities. *Pokémon*  
6 *GO* has been downloaded more than 850 million times and has received many accolades,  
7 including “Best Mobile Game” from The Game Developers Choice Awards and “Best App of the  
8 Year” from TechCrunch. To this day, *Pokémon GO* frequently has more than 16 million daily  
9 active users and over 33 million monthly active users.

10           32.     *Ingress* was launched in 2012. *Ingress* transforms the real world into the landscape  
11 for a covert global struggle between two teams: The Enlightened and The Resistance. Players join  
12 a team, strategize and communicate with their fellow “Agents,” and interact with locations of  
13 cultural significance (e.g., public art installations, landmarks, and monuments) known as  
14 “Portals” to collect valuable resources, battle for control over territory, and solve mysteries.  
15 *Ingress* has been downloaded over 25 million times.

16           33.     Niantic’s mobile games are based on three core principles: exploration and  
17 discovery of new places, exercise, and real-world social interaction with other people. Through  
18 these principles, and by leveraging sophisticated mapping and augmented reality technologies,  
19 Niantic encourages players to head outside, visit new places, and play together with friends and  
20 family in games that span and unite the entire planet.

21           34.     Niantic’s apps are free to download and use, and it is possible to play Niantic’s  
22 games for free indefinitely. However, to obtain in-game items that can be beneficial during game  
23 play, players can make in-game purchases. For example, in *Pokémon GO*, players can purchase  
24 in-game currency (“Pokécoins”) to redeem for additional Pokéballs, which are used to capture  
25 Pokémon. Players may do this, for example, if they run out of Pokéballs when they are not near a  
26 Pokéstop at which they could otherwise obtain Pokéballs for free by interacting with the location.

27           35.     In-game purchases are a fundamental aspect of Niantic’s business model and  
28 represent one of Niantic’s primary sources of revenue.

1           36. Niantic’s games are the product of Niantic’s skills, resources, and creative energies  
2 and have great value to Niantic. Niantic has invested significant resources, including time, effort,  
3 talent, creativity, and money, to develop and produce its games.

4 **B. Niantic’s Terms of Service**

5           37. To obtain a limited license to access and use Niantic’s services and games, users  
6 must agree to Niantic’s Terms of Service. Attached as Exhibit A, and incorporated by reference,  
7 is a true and correct copy of the current version of Niantic’s Terms of Service.

8           38. The limited license that Niantic grants to users to access and use Niantic’s services  
9 and games is conditioned on compliance with Niantic’s Terms of Service.

10           39. Under Niantic’s Terms of Service, users may not, among other things, copy,  
11 modify, or create derivative works based on Niantic’s games or use Niantic’s games for any  
12 commercial purpose.

13 **C. Defendants and the Cheating Programs**

14           40. Defendants create, market, distribute, and profit from the Cheating Programs in  
15 violation of Niantic’s rights.

16           41. To create the Cheating Programs, defendants first obtain legitimate copies of  
17 Niantic’s mobile apps, which are available for download from Apple’s App Store.

18           42. After they obtain legitimate copies of Niantic’s mobile apps, defendants  
19 circumvent technical security measures intended to protect the binary computer code in Niantic’s  
20 mobile apps, that is, Niantic’s Client Code. Defendants then access and copy Niantic’s Client  
21 Code and modify it to create their Cheating Programs.

22           43. Based on Niantic’s analysis, defendants copy large amounts of Niantic’s Client  
23 Code and incorporate that Client Code directly into the Cheating Programs.

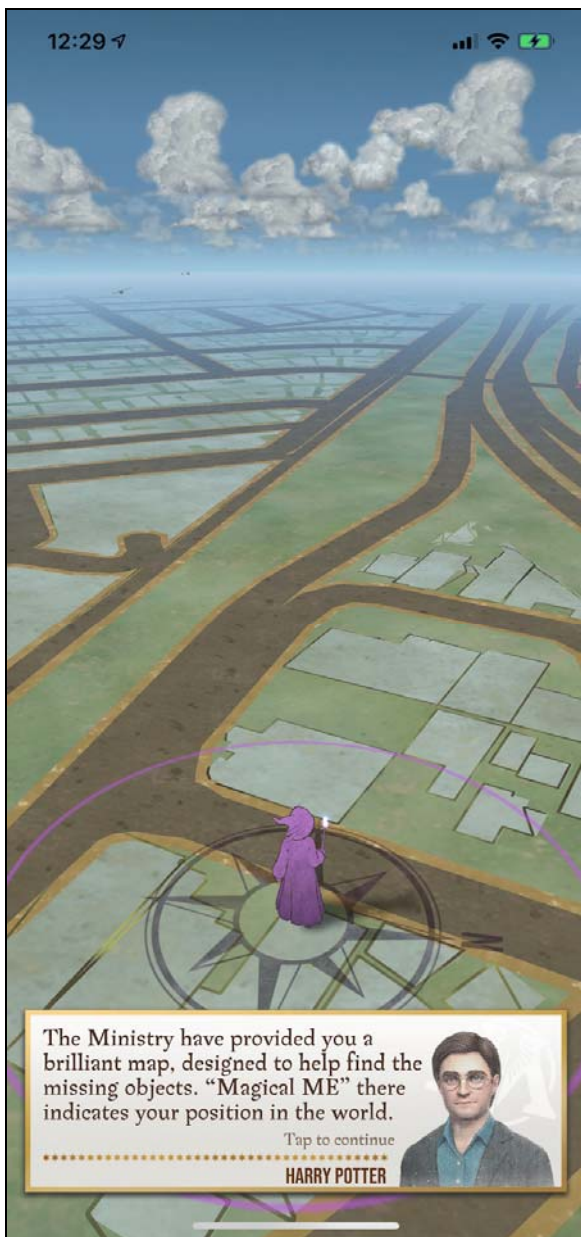
24           44. A side-by-side comparison of the user interfaces for Niantic’s legitimate apps and  
25 defendants’ Cheating Programs helps illustrate the extent of defendants’ copying of Niantic’s  
26 Client Code.

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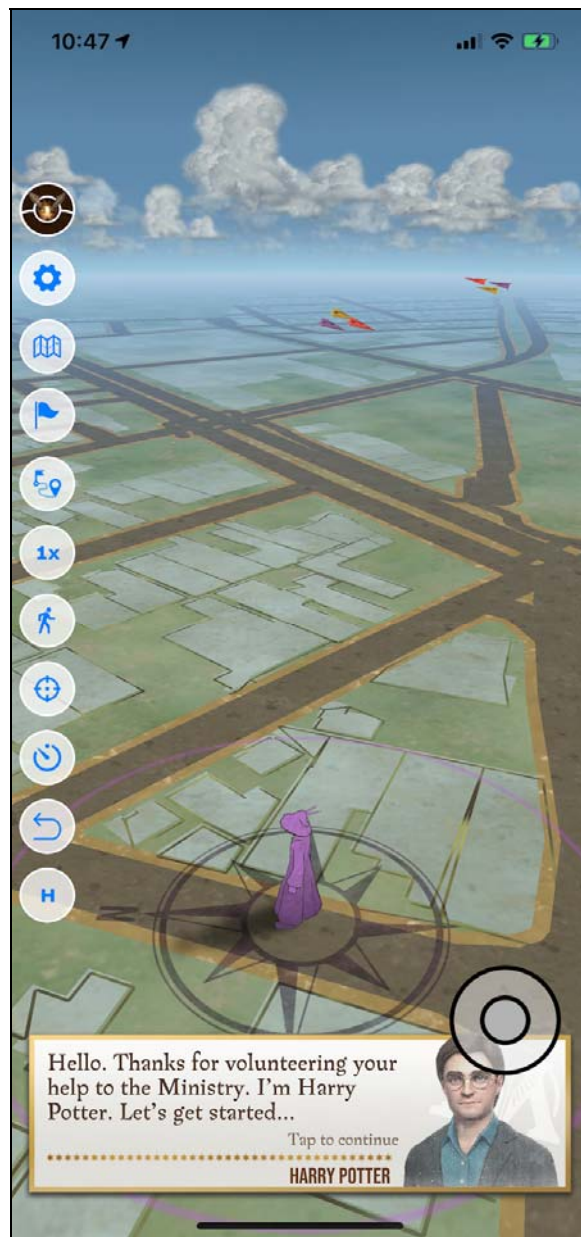


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Harry Potter Interface



Potter++ Interface



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**Pokémon GO Interface**



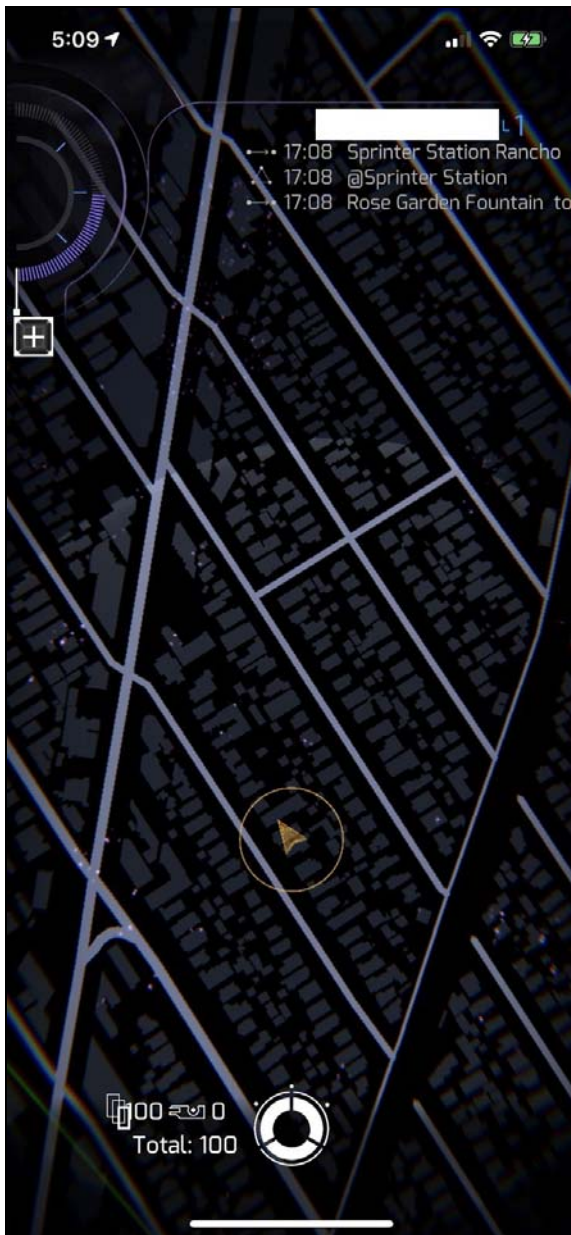
**PokeGo++ Interface**



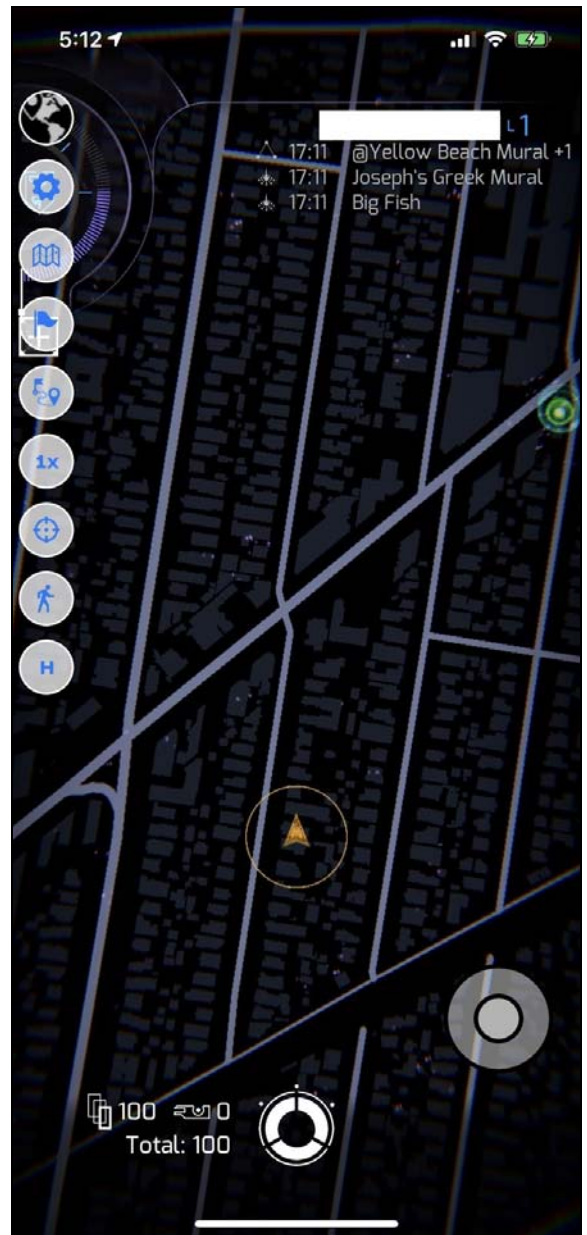


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Ingress Interface



Ingress++ Interface



45. When defendants' customers download and install the Cheating Programs on their mobile devices, the Cheating Programs allow those customers to access Niantic's computer servers, play Niantic's games, and perform unauthorized actions while playing Niantic's games.

46. For example, the Cheating Programs allow defendants' customers to "spoof" their locations (i.e., visit geographical locations in the games without visiting those locations in the real world by communicating to Niantic's servers GPS coordinates that do not match the GPS

1 coordinates generated by the customers' mobile devices); obtain items and achievements that they  
2 have not legitimately earned; automate certain in-game tasks so that they are always successful;  
3 and obtain valuable information that is not available to other users.

4 47. The Cheating Programs also allow defendants' customers to use their mobile  
5 devices as bots, that is, automated computer programs that interact with Niantic's servers to make  
6 it appear as if defendants' customers are playing Niantic's games 24 hours a day, 7 days a week.  
7 This gives defendants' customers an unfair advantage over honest players because Niantic's  
8 legitimate apps do not allow players to automate game play in the same way.

9 48. In addition, while they are running on the mobile devices of defendants'  
10 customers, the Cheating Programs access and obtain valuable and proprietary game-related data,  
11 including data about points of interest within Niantic's games (e.g., PokéStops in *Pokémon GO*,  
12 Portals in *Ingress*, and Inns in *Harry Potter*), such as names, descriptions, photographs, game  
13 states, and precise coordinates for those points of interest. Niantic refers to this data as point-of-  
14 interest data ("POI Data").

15 49. The Cheating Programs also access and obtain valuable ephemeral game  
16 information, such as the type and value of particular Pokémon appearing in precise locations.  
17 Niantic refers to this data as "Spawn Data."

18 50. On information and belief, after accessing and obtaining POI Data and Spawn  
19 Data, the Cheating Programs then upload the POI Data and the Spawn Data from defendants'  
20 customers' devices to servers controlled by defendants.

21 51. Niantic's servers are not configured to support the Cheating Programs. As a result,  
22 the Cheating Programs impose additional burdens on Niantic's servers.

23 52. Defendants advertise and distribute their Cheating Programs through numerous  
24 online channels, including the official Global++ website ([www.globalplusplus.com](http://www.globalplusplus.com)) and a  
25 YouTube channel maintained by Hundur. Attached as Exhibits B and C, and incorporated by  
26 reference, are true and correct copies of excerpts of the Global++ website and the YouTube  
27 channel maintained by Hundur.  
28



1           61.     *Pokémon GO*, Version 0.133.0 is an original, creative work and is copyrightable  
2 subject matter under the laws of the United States.

3           62.     The copyright in *Pokémon GO*, Version 0.133.0 is presently valid and subsisting.

4           63.     By their actions, alleged above, defendants have infringed and will continue to  
5 infringe Niantic's copyrights in and relating to *Pokémon GO*, Version 0.133.0.

6           64.     In particular, defendants have infringed Niantic's copyrights in and relating to  
7 *Pokémon GO*, Version 0.133.0 by copying all or substantially all of *Pokémon GO*, Version  
8 0.133.0 and incorporating it into defendants' Cheating Programs, including but not limited to  
9 *PokeGo++*, Version R104; by creating unauthorized derivative versions of *Pokémon GO*,  
10 Version 0.133.0, including but not limited to *PokeGo++*, Version R104; and by distributing  
11 copies and unauthorized derivative versions of *Pokémon GO*, Version 0.133.0, including but not  
12 limited to *PokeGo++*, Version R104.

13           65.     In addition, defendants have infringed Niantic's copyrights in and relating to  
14 *Pokémon GO*, Version 0.133.0 by copying all or a substantial part of *Harry Potter*, Version 0.7.0,  
15 which includes substantial portions of *Pokémon GO*, Version 0.133.0.

16           66.     Niantic has obtained from the U.S. Copyright Office a Certificate of Registration  
17 for a computer program titled "*Ingress*, Version 2.11.2." Attached as Exhibit E, and incorporated  
18 by reference, is a true and correct copy of the Certificate of Registration issued by the Copyright  
19 Office for *Ingress*, Version 2.11.2.

20           67.     *Ingress*, Version 2.11.2 is the client code comprising Version 2.11.2 of Niantic's  
21 app for the *Ingress* game, which was released worldwide on November 5, 2018.

22           68.     *Ingress*, Version 2.11.2 is an original, creative work and is copyrightable subject  
23 matter under the laws of the United States.

24           69.     The copyright in *Ingress*, Version 2.11.2 is presently valid and subsisting.

25           70.     By their actions, alleged above, defendants have infringed and will continue to  
26 infringe Niantic's copyrights in and relating to *Ingress*, Version 2.11.2.

27           71.     In particular, defendants have infringed Niantic's copyrights in and relating to  
28 *Ingress*, Version 2.11.2 by copying all or substantially all of *Ingress*, Version 2.11.2 and

1 incorporating it into defendants' Cheating Programs, including but not limited to *Ingress++*,  
2 Version r1a; by creating unauthorized derivative versions of *Ingress*, Version 2.11.2, including  
3 but not limited to *Ingress++*, Version r1a; and by distributing copies and unauthorized derivative  
4 versions of *Ingress*, Version 2.11.2, including but not limited to *Ingress++*, Version r1a.

5 72. Defendants' infringement of Niantic's copyrights has been deliberate, willful, and  
6 in utter disregard of Niantic's rights.

7 73. Niantic is entitled to recover from defendants the damages it has sustained and will  
8 sustain, and any gains, profits and advantages obtained by defendants as a result of their acts of  
9 infringement as alleged above. Alternatively, Niantic is entitled to recover statutory damages for  
10 defendants' willful infringement of its copyrights.

11 74. In addition, Niantic is entitled to its attorney's fees and costs.

12 75. Furthermore, as a direct and proximate result of defendants' wrongful conduct,  
13 Niantic has been substantially harmed in an amount not readily capable of determination, i.e.,  
14 irreparably, and, unless restrained by this Court, defendants will cause further irreparable injury  
15 to Niantic. Niantic is therefore entitled to injunctive relief enjoining defendants, and all persons  
16 acting in concert or participation with them, from engaging in any further infringement of  
17 Niantic's copyrights. Niantic is also entitled to an order requiring the seizure and impoundment of  
18 all copies of the Cheating Programs and all articles by means of which the Cheating Programs  
19 may be reproduced, including defendants' computers and computer programs.

## 20 **COUNT TWO**

### 21 **Violation of the Computer Fraud and Abuse Act (18 U.S.C. § 1030)**

#### 22 **(Against All Defendants)**

23 76. Niantic realleges and incorporates by reference all the preceding paragraphs.

24 77. Niantic's network, computers, and servers, including the computers and servers  
25 that enable users to play Niantic's games via Niantic's mobile apps ("Niantic's Computers"), are  
26 involved in interstate and foreign commerce and communication, and are protected computers  
27 under 18 U.S.C. § 1030(e)(2).  
28



1 78. By letter dated June 7, 2019, Niantic expressly revoked defendants' limited license  
2 to access Niantic's Computers.

3 79. When defendants and defendants' customers download, install, and use the  
4 Cheating Programs to play Niantic's mobile games and interact with Niantic's services, the  
5 Cheating Programs access Niantic's Computers.

6 80. When the Cheating Programs access Niantic's Computers, they obtain information  
7 from Niantic's Computers, including Niantic's POI Data and Spawn Data. On information and  
8 belief, the Cheating Programs also transfer copies of Niantic's POI Data and Spawn Data to  
9 defendants' computers.

10 81. Defendants knowingly and intentionally designed the Cheating Programs to access  
11 Niantic's Computers, obtain Niantic's POI Data and Spawn Data, and transfer copies of that data  
12 to defendants' computers. Defendants therefore knowingly and intentionally accessed Niantic's  
13 Computers through the Cheating Programs and thereby obtained information from Niantic's  
14 Computers, without Niantic's authorization.

15 82. Defendants knowingly and intentionally accessed Niantic's Computers through the  
16 Cheating Programs and thereby obtained information from Niantic's Computers even after  
17 Niantic expressly revoked defendants' limited license to access Niantic's Computers.

18 83. Defendants' unauthorized access to Niantic's Computers has caused Niantic to  
19 suffer in excess of \$5,000 in damage or loss, including, without limitation, expenses associated  
20 with investigating and remedying defendants' unauthorized access to Niantic's Computers.

21 84. In addition, Niantic has suffered and will continue to suffer irreparable harm, and  
22 its remedy at law is not itself adequate to compensate it for injuries inflicted by defendants.  
23 Accordingly, Niantic is entitled to injunctive relief.

24 **COUNT THREE**

25 **Violation of the California Comprehensive Computer Data Access and Fraud Act**

26 **(Cal. Penal Code § 502)**

27 **(Against All Defendants)**

28 85. Niantic realleges and incorporates by reference all of the preceding paragraphs.









1 providing the Cheating Programs and enticing and enabling users to employ the Cheating  
2 Programs to cheat within Niantic's games.

3 108. Defendants' intentional acts, as described above, have caused actual breaches and  
4 disruption of the contractual relations between Niantic and its users.

5 109. As a direct and proximate result of defendants' misconduct, Niantic has suffered  
6 and is entitled to monetary relief in an amount to be proven at trial.

7 110. In addition, Niantic has suffered and will continue to suffer irreparable harm, and  
8 its remedy at law is not itself adequate to compensate it for injuries inflicted by defendants.  
9 Accordingly, Niantic is entitled to injunctive relief.

## 10 **VII. PRAYER FOR RELIEF**

11 WHEREFORE, Niantic prays for the following relief:

12 A. For injunctive relief, as follows: A preliminary and permanent injunction enjoining  
13 and restraining defendants and all persons, firms and corporations acting in concert with them,  
14 during the pendency of this action and thereafter perpetually from:

15 1. Acquiring or copying without authorization any portion of the mobile apps  
16 developed and published by Niantic and used to play Niantic's location-based augmented  
17 reality games, including Niantic's Client Code;

18 2. Reverse engineering, decompiling, or disassembling Niantic's mobile apps;

19 3. Creating derivative works based on any portion of Niantic's games, mobile  
20 apps, and Client Code, including without limitation the Cheating Programs;

21 4. Distributing, selling, renting, leasing, or otherwise trafficking in copies of  
22 Niantic's Client Code or any apps or computer programs that include any portion of  
23 Niantic's Client Code, including without limitation the Cheating Programs;

24 5. Retaining any portion of Niantic's mobile apps, including Niantic's Client  
25 Code;

26 6. Cheating or enabling cheating within Niantic's mobile games, including  
27 through the Cheating Programs;

28

1           7.     Accessing Niantic’s network, computers, and servers, including the  
2           computers and servers that enable users to play Niantic’s games via Niantic’s mobile  
3           apps, by any direct or indirect means or method;

4           8.     Extracting, scraping, or indexing Niantic’s POI Data, Niantic’s Spawn  
5           Data, or any other game-related data;

6           9.     Retaining Niantic’s POI Data, Niantic’s Spawn Data, or any other game-  
7           related data;

8           10.    Using Niantic’s Client Code, or any other aspect of Niantic’s mobile apps,  
9           mobile games, or other services or content, for any commercial purpose;

10          11.    Violating Niantic’s Terms of Service;

11          12.    Inducing or attempting to induce Niantic’s users to breach or act contrary  
12          to their valid contractual agreements with Niantic, including by providing the Cheating  
13          Programs and enticing and enabling users to employ the Cheating Programs to cheat  
14          within Niantic’s games;

15          13.    Inducing, causing, or otherwise materially contributing to defendants’  
16          customers’ creation of unauthorized copies of Niantic’s Client Code, including through  
17          downloads of the Cheating Programs, and defendants’ customers’ use of Niantic’s Client  
18          Code in a manner that exceeds the scope of their license to use Niantic’s Client Code;

19          14.    Inducing, causing, or otherwise materially contributing to any party’s  
20          acquiring, copying, or retaining of Niantic’s POI Data; and

21          15.    Participating or assisting in any such activity;

22          B.     For an order requiring the seizure and impoundment of all copies of the Cheating  
23          Programs, as well as all articles by means of which the Cheating Programs may be reproduced,  
24          and all devices or products in defendants’ custody or control that are involved in the  
25          circumvention, bypass, or defeat of the technical security measures that prevent unauthorized  
26          parties from accessing, copying, and modifying Niantic’s Client Code;

27          C.     For an order requiring defendants to provide to Niantic a complete copy of any of  
28          Niantic’s POI Data, Niantic’s Spawn Data, or any other game-related data in defendants’

1 possession, custody, or control, and requiring defendants thereafter to permanently destroy all  
2 such data and provide to Niantic and to this Court a certificate of destruction;

3 D. For an award to Niantic for all damages it has sustained and will sustain, and any  
4 gains, profits and advantages obtained by defendants attributable to their wrongful conduct as  
5 alleged above;

6 E. For an award to Niantic for statutory damages based upon defendants' willful acts  
7 of infringement pursuant to the Copyright Act;

8 F. For an award to Niantic for punitive or exemplary damages based upon  
9 defendants' willful and malicious violations of the California Comprehensive Computer Data  
10 Access and Fraud Act;

11 G. For an award to Niantic of reasonable costs, including reasonable attorney's fees;

12 H. For pre- and post-judgment interest on the foregoing, as allowed by law; and

13 I. For such other, further and different relief as the Court deems just and proper.

14 **DEMAND FOR JURY TRIAL**

15 Plaintiff Niantic demands a trial by jury on all issues so triable in this action.

16  
17 DATED: June 14, 2019

**PERKINS COIE LLP**

18  
19 By: /s/ Julie E. Schwartz  
20 Julie E. Schwartz, Bar No. 260624  
JSchwartz@perkinscoie.com

21 Attorneys for Plaintiff Niantic, Inc.