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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

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11 UBISOFT, INC., a corporation existing
12 under the laws of California,

13 Plaintiff,

14 v.

15 J.V.L., a/k/a SMBB, KOKUJIN, and
16 MRGAMEBOY, an individual;
17 SANDRA RIJKEN d/b/a SIMPLY
18 SAN WEBDESIGN, an individual;
19 MIZUSOFT LTD., an entity of
unknown form; DOE 1 a/k/a
20 SKULLMEME; DOE 2 a/k/a YUSUF;
21 DOE 3 a/k/a EMRETM, and DOES 4
22 through 10, inclusive,

23 Defendants.

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CASE NO. CV 19-9132-GW-KESx

Honorable George H. Wu

**STIPULATED JUDGMENT AND
PERMANENT INJUNCTION**

1 Pursuant to the Parties' Stipulation dated January 29, 2020, the Court hereby
2 orders that judgment is entered against defendants J.V.L., Mizusoft Ltd., and
3 Sandra Rijken (collectively "Defendants") as follows.

4
5 IT IS HEREBY FOUND, ORDERED, ADJUDGED as follows:
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7 1. Judgment shall be entered against Defendants in the amount of One
8 Million, Four Hundred Thousand Dollars (\$1,400,000), payable pursuant to the
9 terms set forth in the Parties' Confidential Settlement Agreement and Release.
10

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

17 (a) taking any steps on Defendants' own behalf or assisting others
18 in creating, distributing, advertising, marketing or otherwise making available any
19 software whose use infringes copyrights, patents, or trademarks owned or
20 controlled by Ubisoft Inc. or its parents, subsidiaries, or affiliates ("Ubisoft")
21 (Ubisoft's "Intellectual Property"), circumvents technological measures that
22 control access to Ubisoft's games (including but not limited to Rainbow Six: Siege
23 ("R6S")), or violates Ubisoft's Terms of Use ("TOU"), including but not limited to
24 the software products known as "Mizusoft" and "CheapBoost" (the "Cheating
25 Software") and any other software product designed to exploit or enable the
26 exploitation of R6S or any other game owned, published, distributed or operated
27 by Ubisoft or its parents, subsidiaries, or affiliates;
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1 (b) obtaining, possessing, accessing or using any software whose
2 use by Defendants infringes any of Ubisoft's Intellectual Property, circumvents
3 technological measures that control access to Ubisoft's games, or violates the
4 TOU, including but not limited to the Cheating Software, and any other software
5 product designed to exploit or enable the exploitation of R6S or any other game
6 owned, published, or operated by Ubisoft or its parents, subsidiaries, or affiliates;
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8 (c) Promoting, advertising, or encouraging or inducing others to
9 purchase or use (including via any social media account, website, or video-sharing
10 account) any software whose use infringes any of Ubisoft's Intellectual Property,
11 circumvents technological measures that control access to Ubisoft's games, or
12 violates the TOU, including but not limited to the Cheating Software, and any
13 other software product designed to exploit or enable the exploitation of R6S or any
14 other game owned, published, or operated by Ubisoft or its parents, subsidiaries, or
15 affiliates
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17 (d) selling, reselling, or processing payments for any software
18 whose use infringes any of Ubisoft's Intellectual Property, circumvents
19 technological measures that control access to Ubisoft's games, or violates the
20 TOU, including but not limited to the Cheating Software, and any other software
21 product designed to exploit or enable the exploitation of R6S or any other game
22 owned, published, or operated by Ubisoft or its parents, subsidiaries, or affiliates;
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24 (e) assisting in any way with the development of software whose
25 use infringes any of Ubisoft's Intellectual Property, circumvents technological
26 measures that control access to Ubisoft's games, or violates the TOU, including
27 but not limited to the Cheating Software, and any other software product designed
28

1 to exploit or enable the exploitation of R6S or any other game owned, published,
2 or operated by Ubisoft or its parents, subsidiaries, or affiliates;

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4 (f) sharing, copying, transferring, or distributing any software (or
5 portion thereof) whose use infringes any of Ubisoft's Intellectual Property,
6 circumvents technological measures that control access to Ubisoft's games or
7 violates the TOU, including but not limited to the Cheating Software, and any
8 other software product designed to exploit or enable the exploitation of R6S or any
9 other game owned, published, or operated by Ubisoft or its parents, subsidiaries, or
10 affiliates;

11
12 (g) publishing or distributing any source code or instructional
13 material for the creation of software whose use infringes any of Ubisoft's
14 Intellectual Property rights, circumvents technological measures that control access
15 to Ubisoft's games or violates the TOU, including but not limited to the Cheating
16 Software, and any other software product designed to exploit or enable the
17 exploitation of R6S or any other game owned, published, or operated by Ubisoft or
18 its parents, subsidiaries, or affiliates;

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20 (h) operating, assisting or linking to any website designed to
21 provide information to assist others in accessing, developing or obtaining any
22 software whose use infringes any of Ubisoft's Intellectual Property rights,
23 circumvents technological measures that control access to Ubisoft's games or
24 violates the TOU, including but not limited to the Cheating Software, and any
25 other software product designed to exploit or enable the exploitation of R6S or any
26 other game owned, published, or operated by Ubisoft or its parents, subsidiaries, or
27 affiliates;

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1 (i) investing or holding any financial interest in any enterprise
2 which Defendants know or have reason to know is now, or intends in the future to
3 be, engaged in any of the activities prohibited by this Judgment and Permanent
4 Injunction.

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6 (j) reverse engineering, decompiling, packet editing, or otherwise
7 manipulating without authorization, any game owned, published, or operated by
8 Ubisoft or its parents, subsidiaries, or affiliates, including R6S, or providing
9 assistance to any person or entity engaged in such activities.

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11 3. Defendants shall take all necessary steps to disable, remove, or
12 otherwise shut down any social network accounts under their control that have
13 been used to distribute or promote the Cheating Software or any other software
14 whose use infringes any of Ubisoft's Intellectual Property rights, circumvents
15 technological measures that control access to Ubisoft's games or violates the TOU.

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17 4. Defendants are ordered to destroy any software product whose use
18 infringes any of Ubisoft's Intellectual Property, circumvents technological
19 measures that control access to Ubisoft's games, or violates Ubisoft's Terms of
20 Use ("TOU"), including but not limited to the Cheating Software, and any other
21 software product designed to exploit or enable the exploitation of R6S or any other
22 game owned, published, or operated by Ubisoft or its parents, subsidiaries, or
23 affiliates, pursuant to the terms set forth in the Parties' Confidential Settlement
24 Agreement and Release.

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26 5. Any company or entity that any Defendant controls in the future shall
27 also comply with the provisions of this Judgment and Permanent Injunction.
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1 6. Defendants irrevocably and fully waive notice of entry of this
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.

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7 7. 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 8. Nothing contained in this Judgment and Permanent Injunction shall
13 limit the right of Ubisoft to seek relief, including without limitation damages, for
14 any and all infringements by Defendants of Ubisoft's Intellectual Property
15 occurring after the date of this Judgment and Permanent Injunction.


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

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10. The Court finds there is no just reason for delay in entering this Judgment and Permanent Injunction and, pursuant to Federal Rule of Civil Procedure 54, the Court directs immediate entry of this Judgment and Permanent Injunction against Defendants.

DATED: February 4, 2020

By: 

HON. GEORGE H. WU,
U.S. DISTRICT JUDGE