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7

8

UNITED STATES DISTRICT COURT

9

CENTRAL DISTRICT OF CALIFORNIA

10

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

12

Plaintiff,

13

v.

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

19

Defendants.

20

CASE NO. 2:19-cv-9132

**COMPLAINT FOR:**

**(1) TRAFFICKING IN  
CIRCUMVENTION  
TECHNOLOGY, 17 U.S.C. § 1201  
ET SEQ.;**

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

**(3) UNFAIR COMPETITION**

**DEMAND FOR JURY TRIAL**

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1           Ubisoft, Inc. (“Ubisoft”) avers as follows:  
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3                                   **PRELIMINARY STATEMENT**

4           1.       Ubisoft is one of the world’s most prominent publishers of high-  
 5 quality video games and interactive entertainment products. Ubisoft’s products  
 6 include some of the most popular video games ever created, such as games in the  
 7 Assassin’s Creed, Far Cry, and Tom Clancy franchises. Ubisoft’s Tom Clancy  
 8 games encompass more than a dozen military action games, including the  
 9 bestselling multiplayer game Tom Clancy’s Rainbow Six: Siege (“R6S”). By this  
 10 lawsuit, Ubisoft seeks to protect its valuable intellectual property from being  
 11 unfairly and unlawfully exploited by a group of unscrupulous hackers and  
 12 profiteers who seek to harm Ubisoft’s games, and R6S in particular, for their own  
 13 personal financial benefit.

14           2.       Defendants are the founders and operators of a business enterprise  
 15 formerly known as “CheapBoost,” and now known as “MizuSoft.” MizuSoft  
 16 describes itself as “a leading cheat provider” and “a company that focuses on  
 17 creating easy to use and undetected cheating software.” Defendants and those  
 18 working in concert with them have sought to unlawfully and unfairly enrich  
 19 themselves by creating, selling, distributing, maintaining, servicing, supporting,  
 20 and updating malicious software products that are specifically designed to (and  
 21 have no other purpose but to) enable their users to cheat at R6S, at the expense of  
 22 Ubisoft and its legitimate customers. MizuSoft’s only product, titled “Budget  
 23 Edition Rainbow Six: Siege Cheat” (the “Cheating Software”), is a software tool  
 24 that enables its users to manipulate R6S to their personal advantage, such as by  
 25 increasing the damage inflicted by the player, changing the player’s perspective,  
 26 and allowing the player to see areas of the battlefield that otherwise would be  
 27 obscured. Defendants reportedly receive thousands of dollars each month from the  
 28 sale of licenses for the Cheating Software, to the detriment of Ubisoft.

1           3. Defendants' conduct has caused, and is continuing to cause, massive  
2 and irreparable harm to Ubisoft and its business interests. Ubisoft's business  
3 depends upon its games being enjoyable and fair for all players, and Ubisoft  
4 spends an enormous amount of time and money to ensure that this is the case. The  
5 Cheating Software destroys the integrity of R6S, thereby alienating and frustrating  
6 legitimate players. Defendants' sale and distribution of the Cheating Software,  
7 especially in the United States, has caused severe harm to Ubisoft, including  
8 irreparable damage to its goodwill and reputation. Defendants are well aware of  
9 the harm that the Cheating Software causes to Ubisoft. In fact, Defendant J.V.L.<sup>1</sup>  
10 recently bragged to the media that his Cheating Software ruins R6S for other  
11 players. He also readily admitted that if he were to be sued by Ubisoft he would  
12 have a "tough time" defending his conduct.

13           4. By creating, marketing, selling, servicing, and distributing the  
14 Cheating Software, Defendants have engaged in (and continue to engage in)  
15 numerous unlawful acts under United States and California law. Defendants have  
16 violated Section 1201 of the Digital Millennium Copyright Act ("DMCA"), 17  
17 U.S.C. § 1201(b)(1), by selling, importing, offering, providing, and otherwise  
18 trafficking in technologies that circumvent or evade anti-cheat technologies used  
19 by Ubisoft to protect the integrity of R6S. Defendants also have knowingly,  
20 intentionally, and maliciously induced Ubisoft customers in the United States to  
21 breach their contracts with Ubisoft, including contracts that explicitly prohibit  
22 them from engaging in the precise type of cheating that Defendants enable by their  
23 Cheating Software. As shown by their public statements, Defendants not only  
24 know that their conduct is unlawful, but they engage in that conduct with the  
25 deliberate intent to harm Ubisoft and its business. Ubisoft is entitled to monetary

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27 <sup>1</sup> On information and belief, as of the date of this filing Defendant J.V.L. is a  
28 minor. Pursuant to Fed. R. Civ. P. 17(c), the summons for this Complaint will be  
filed under seal and the minor's address redacted from the certificate of service,  
and service of process will be made on the minor's mother, Sandra Rijken.

1 damages, injunctive and other equitable relief, and punitive damages against  
2 Defendants.

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4 **JURISDICTION AND VENUE**

5 5. This is a civil action seeking damages, injunctive relief, and other  
6 equitable relief under the anti-circumvention provisions of the DMCA, 17 U.S.C.  
7 § 1201 *et seq.*; and the laws of the State of California.

8 6. This Court has subject matter jurisdiction over Ubisoft's claims for  
9 violation of the DMCA (17 U.S.C. § 1201 *et seq.*) pursuant to 28 U.S.C. §§ 1331  
10 and 1338(a). Pursuant to 28 U.S.C. § 1367, this Court has supplemental  
11 jurisdiction over Ubisoft's state law claims for intentional interference with  
12 contract and unfair competition, which are so related to Ubisoft's claims under the  
13 DMCA as to be part of the same case or controversy.

14 7. This Court has personal jurisdiction over Defendants because they  
15 have purposefully directed their activities at the United States, and at California in  
16 particular, have purposefully availed themselves of the benefits of doing business  
17 in California, and have established a continuing presence in California. Ubisoft is  
18 informed and believes, and on that basis alleges, that, without limitation:

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

21 (b) Defendants distribute the Cheating Software in the United  
22 States and the State of California, advertise and market the Cheating Software in  
23 the United States and the State of California, and communicate directly with users  
24 in the United States and in the State of California, including for the purposes of  
25 soliciting purchases of the Cheating Software by such users and providing  
26 technical support for the Cheating Software;

27 (c) Defendants have directed their unlawful activities at Ubisoft,  
28 knowing and intending that Ubisoft would be harmed by their conduct in the

1 United States and primarily in California, where Ubisoft has a significant business  
2 presence (in fact, Defendants specifically advertise the Cheating Software as being  
3 made for Ubisoft’s games);

4 (d) Defendants have entered into, and continue to enter into,  
5 contracts with individuals in the United States and in the State of California,  
6 including contracts pursuant to which such individuals license from Defendants the  
7 right to install and use the Cheating Software. In return for such licenses,  
8 Defendants receive ongoing and recurring daily, weekly, or monthly payments  
9 from individuals in the United States and the State of California; and

10 (e) Defendants contract with entities located in the United States  
11 and the State of California in connection with their business. This includes, for  
12 example, domain name registries, hosting or content delivery services, and credit  
13 card processors and merchant banks.

14 8. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)  
15 because this is a judicial district in which a substantial part of the events giving rise  
16 to the claims occurred, and/or in which Ubisoft’s injury was suffered.

17  
18 **THE PARTIES**

19 9. Ubisoft is a corporation duly organized and existing under the laws of  
20 California. Ubisoft is the publisher of, and owner of certain exclusive rights in, the  
21 immensely popular online game Rainbow Six: Siege (“R6S”).

22 10. Ubisoft is informed and believes, and on that basis alleges, that  
23 Defendant J.V.L. is a minor individual residing in Zoetermeer, Netherlands.  
24 Ubisoft is informed and believes that J.V.L. publicly purports to be the “co-founder  
25 and developer at MizuSoft Ltd.” and “in charge of developing and maintaining  
26 current (and future) MizuSoft products.” As such, J.V.L. is the driving force  
27 behind MizuSoft and is the person chiefly responsible for creating, producing,  
28 maintaining, marketing, advertising, supporting, and monetizing the Cheating

1 Software. Ubisoft is informed and believes, and on that basis alleges, that  
2 Defendant Sandra Rijken is J.V.L.’s mother and general guardian.

3 11. Ubisoft is informed and believes, and on that basis alleges, that  
4 Defendant Sandra Rijken is an individual residing in Zoetermeer, Netherlands, and  
5 does business as “Simply san webdesign.” Ubisoft is informed and believes  
6 Rijken, including through her company, is responsible for collecting, processing,  
7 and transmitting to one or more of the other Defendants payments made by  
8 MizuSoft’s customers for the Cheating Software.

9 12. Ubisoft is informed and believes, and on that basis alleges, that  
10 defendant MizuSoft Ltd. is an entity whose form currently is unknown to Ubisoft.  
11 Ubisoft is informed and believes, and on that basis alleges, that MizuSoft is the  
12 alter ego of J.V.L. and/or Rijken and that J.V.L., Rijken, and MizuSoft have a  
13 unity of interest and ownership such that the separate personalities of the entity and  
14 the person cease to exist, and that MizuSoft was created for the express purpose of  
15 shielding J.V.L. and Rijken from the legal consequences resulting from their  
16 creation and distribution of the Cheating Software.

17 13. Ubisoft is informed and believes, and on that basis alleges, that  
18 defendant Doe 1 a/k/a Skullmeme, Doe 2 a/k/a Yusuf, and Doe 3 a/k/a EmreTM  
19 provide technical and customer support for the Cheating Software and are the  
20 moderators of message boards and other online platforms through which customers  
21 of the Cheating Software communicate with Defendants. Among other activities,  
22 Skullmeme, Yusuf, and EmreTM assist customers in operating the Cheating  
23 Software, give advice to customers as to how to avoid being caught or detected by  
24 Ubisoft for using the Cheating Software, and communicate to users about updates  
25 and improvements to the Cheating Software. The true names and capacities,  
26 whether individual, corporate, associate, or otherwise, of Skullmeme, Yusuf, and  
27 EmreTM are unknown to Ubisoft, which has therefore sued said defendants by  
28 such fictitious names.

1           14.    Ubisoft is informed and believes, and on that basis alleges, that Does  
2 4, 5, and 6 use the following names on the chat platform Discord: SanaSana#1684,  
3 Synotic#9666, and Hide OnPhanto#9983 are “resellers” of the Cheating Software.  
4 As such, SanaSana#1684, Synotic#9666, and Hide OnPhanto#9983 assist the other  
5 Defendants in marketing and selling the Cheating Software. The true names and  
6 capacities, whether individual, corporate, associate, or otherwise, of  
7 SanaSana#1684, Synotic#9666, and Hide OnPhanto#9983 are unknown to Ubisoft,  
8 which has therefore sued said defendants by such fictitious names.

9           15.    The true names and capacities, whether individual, corporate,  
10 associate, or otherwise, of Does 7 through 10 are unknown to Ubisoft, which has  
11 therefore sued said defendants by such fictitious names. These defendants include  
12 individuals whose real identities are not yet known to Ubisoft, but who are acting  
13 in concert with one another, often under the guise of Internet aliases, in committing  
14 the unlawful acts alleged herein. Ubisoft will seek leave to amend this complaint  
15 to state their true names and capacities once said defendants’ identities and  
16 capacities are ascertained. Ubisoft is informed and believes, and on that basis  
17 avers, that all defendants sued herein are liable to Ubisoft as a result of their  
18 participation in all or some of the acts set forth in this complaint. (All of the  
19 aforementioned defendants collectively are referred to herein as “Defendants.”)

20           16.    Ubisoft is informed and believes, and on that basis alleges, that at all  
21 times mentioned in this complaint, each of the Defendants was the agent of each of  
22 the other Defendants and, in doing the things averred in this complaint, was acting  
23 within the course and scope of such agency.

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**FACTS APPLICABLE TO ALL CLAIMS**

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**Ubisoft And R6S**

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17.    Ubisoft is a video game publisher, engaged in the business of  
marketing and distributing high-quality software game products (the “Ubisoft



1 Games”) in the United States. Among Ubisoft’s most popular games is Tom  
2 Clancy’s Rainbow Six: Siege (“R6S”). Ubisoft is the owner of certain exclusive  
3 rights of valid and subsisting copyrights in R6S and all of its expansions and add-  
4 ons.

5 18. R6S, initially released on December 1, 2015, is a team-based, online  
6 multiplayer, military-themed “first person shooter” (“FPS”) game. In R6S, players  
7 assume the role of an elite special forces operative. The player must work with  
8 other team members, and against a competing team, to complete objectives such as  
9 rescuing hostages, diffusing bombs, or securing a biohazard container. To  
10 accomplish these objectives, players must cooperate and communicate with their  
11 team members, each of which brings a particular skill set to the overall team. R6S  
12 players may play the game either “casually” or in competitive “ranked” matches  
13 where their success or failure affects their overall standing in the community.

14 19. The success of R6S rests in part on Ubisoft’s ability to offer a  
15 consistently compelling player experience so that its customers remain invested in  
16 the game and play it for a sustained period of time. R6S is a highly competitive,  
17 skill-based game with a fixed set of rules that have been carefully designed to  
18 ensure that all players stand on equal footing and have a fair chance to defeat their  
19 opponents and progress in the game. Maintaining proper game balance is  
20 absolutely critical to the game’s success. Thousands of hours have been spent by  
21 Ubisoft to ensure that the game is fair and fun to play. If that balance is artificially  
22 upset, or if there is a perception that some players are cheating or have an unfair  
23 advantage, then players will grow frustrated with the game and stop playing. That,  
24 in turn, could disrupt the entire R6S community and cause the game to wither and  
25 die.

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**Ubisoft's Efforts To Protect Its Games**

1  
2 20. Because R6S is so popular, unscrupulous individuals and companies  
3 such as Defendants constantly seek to exploit the game for their own personal gain  
4 and profit, knowing that by doing so they are ruining the experience for other  
5 players and harming Ubisoft and its business interests. For this reason, Ubisoft  
6 seeks to protect the integrity the game through both technical and contractual  
7 means.

8 21. First, in order to protect its games, including R6S, from cheating or  
9 unauthorized exploitation, Ubisoft employs a variety of anti-cheat technologies.  
10 These anti-cheat technologies are designed to detect when players are using  
11 software that allows them to cheat in the game and to prevent unauthorized access  
12 to the Ubisoft Games by those players. As a result, for any hack or cheat software  
13 to be effective, it must be specifically designed to prevent or avoid detection by  
14 Ubisoft's anti-cheat technologies, such as by concealing itself or by disabling the  
15 anti-cheat technology.

16 22. Second, in order to access, download, or play R6S, users must create  
17 and register an account with Ubisoft and in doing so must expressly manifest their  
18 assent to the "Ubisoft Terms of Use" and End-User License Agreement (the  
19 "TOU"), and the "Rainbow Six: Siege Code of Conduct" (the "Code of Conduct").  
20 The entire text of the TOU is displayed to users at the time they are asked to assent  
21 to its terms and also is made available to members of the public at  
22 <https://legal.ubi.com/termsfuse/en-US>. The Code of Conduct is incorporated by  
23 reference in the TOU and made available to members of the public at  
24 [https://rainbow6.ubisoft.com/siege/en-us/news/152-326395-16/rainbow-six-siege-](https://rainbow6.ubisoft.com/siege/en-us/news/152-326395-16/rainbow-six-siege-code-of-conduct)  
25 [code-of-conduct](https://rainbow6.ubisoft.com/siege/en-us/news/152-326395-16/rainbow-six-siege-code-of-conduct).

26 23. The TOU includes a conditional, limited license agreement between  
27 Ubisoft and its users. Under the TOU, Ubisoft licenses the right to download,  
28 copy, install, and play the Ubisoft Games, subject to certain terms, restrictions, and

1 conditions. Among other provisions, the Ubisoft End User License Agreement  
2 expressly states that, as a condition to the limited license: “You undertake not to  
3 directly or indirectly...

4 • modify, distort, block, abnormally burden, disrupt, slow down and/or  
5 hinder the normal functioning of all or part of the Services, or their accessibility to  
6 other Users, or the functioning of the partner networks of the Services, or attempt  
7 to do any of the above...

8 • create, use and/or circulate “auto” or “macro” computer programs or  
9 other cheat programs or software applications, and/or use the Services via a mirror  
10 site;

11 • “bot”, “hack”, “mod”, “trainer”, or “crack”, or otherwise attempt to  
12 circumvent any access control, copyright protection or license-enforcement  
13 mechanisms associated with or related to the Services...”

14 24. The Code of Conduct also expressly forbids “[a]ny conduct which  
15 interrupts the general flow of Gameplay in the Game client, forum, or any other  
16 Ubisoft medium,” “[a]ny attempt to edit, corrupt or change Game or server code,”  
17 and “use of third-party hacking, cheating or botting clients.”

18 25. R6S is made available to the public exclusively through dedicated  
19 servers maintained by Ubisoft or its partners. It is not possible for a user to  
20 lawfully obtain access to or play R6S without expressly consenting to the TOU and  
21 Code of Conduct.

22

### 23 **Defendants And Their Unlawful Conduct**

24 26. Defendants describe themselves as “a company that focuses on  
25 creating easy to use and undetected cheat software.” In fact, Ubisoft is informed  
26 and believes, and on that basis alleges, that Defendants’ entire business is  
27 dedicated to creating, producing, marketing, distributing, and supporting the  
28 Cheating Software – which can be used only to cheat in R6S. Thus, Defendants’

1 business is wholly parasitic in nature and is entirely dependent upon causing harm  
2 to Ubisoft and its multiplayer community.

3 27. The Cheating Software is advertised by Defendants as a tool for  
4 “cheaters who do not want to be too obvious that they are cheating in-game.”  
5 More specifically, the Cheating Software purports to enable R6S players to cheat  
6 in the game by, *inter alia*, increasing the damage dealt by a player’s weapon,  
7 expanding a player’s field of vision, illuminating opponents, and displaying  
8 information such as the locations and health status of hidden or obscured  
9 opponents. When the Cheating Software is obtained by a user and launched on his  
10 or her computer, it presents a user interface by which a user may activate or adjust  
11 certain in-game features, such as the amount of recoil applicable to a player’s  
12 weapon, the specific glowing color opponents will appear as on the player’s user  
13 interface, and whether to show a radar or whether to reveal the location of both  
14 hostiles and friendly players.

15 28. Depicted below is a screenshot of a player utilizing the Cheating  
16 Software in R6S.<sup>2</sup> Some of the advertised features of the Cheating Software,  
17 including the use of *ESP* (Extra Sensory Perception) which allows players to see  
18 objects, non-player characters, and opponents (including player names and health  
19 information) through walls and other terrain; *Chams*, which causes other players  
20 and objects on the battlefield to glow; and the field of vision modifier are visible.



27 <sup>2</sup> See also OWNEDCORE, *MizuSoft.net Rainbow Six: Siege Cheats*,  
28 <https://www.ownedcore.com/forums/mmo-trading-market/fps-buy-sell-trade/791809-mizusoft-net-rainbow-six-cheats-esp-nsnr-chams-more.html> (last visited Oct. 15, 2019).

1           29.     Ubisoft is informed and believes, and on that basis alleges, that  
2 Defendants sell licenses to use the Cheating Software via their dedicated website,  
3 www.mizusoft.net (the “MizuSoft Website”) for a recurring subscription fee of  
4 11.99 Euros (approximately \$13.22) per day, 29.99 Euros (approximately \$33.06)  
5 per week, or 69.99 Euros (approximately \$77.15) per month. Ubisoft is informed  
6 and believes, and on that basis alleges, that users may purchase licenses directly  
7 from the MizuSoft Website by making payment to or through “Simply San  
8 Webdesign” using the San Francisco-based payment processor Stripe.  
9 Additionally, Defendants authorize other individual “resellers” to sell licenses for  
10 the Cheating Software to members of the public who do not wish to use the Stripe  
11 system. These “resellers” include individuals using the following names on the  
12 “Discord” chat platform: SanaSana#1684, Synotic#9666, and Hide  
13 OnPhanto#9983. These individuals are named as Doe defendants in this action.

14           30.     Ubisoft is informed and believes, and on that basis alleges, that the  
15 Cheating Software has been downloaded and used by R6S players thousands of  
16 times. Ubisoft also is informed and believes that Defendants have made hundreds  
17 of thousands of dollars from their distribution of, and sale of licenses to, the  
18 Cheating Software.

19           31.     In addition to providing the Cheating Software itself, Defendants  
20 provide extensive and ongoing customer support and technical assistance. On the  
21 MizuSoft Website, Defendants advertise that “[o]ur vision is that you should  
22 invariably receive the best experience possible all round. As a result, our staff is  
23 online 24/7 to support you with setting up and utilizing our cheat.” Defendants,  
24 including Doe Defendants Yusuf, Skullmeme, and Emre™ regularly post to  
25 message boards and online chats maintained on the MizuSoft Website or on the  
26 online “chat room” system known as “Discord.” Using anonymous online aliases,  
27 Defendants regularly communicate with customers of the Cheating Software on a  
28 variety of topics related to the Cheating Software, such as how to avoid being

1 caught by Ubisoft for using the Cheating Software, the status of updates or  
 2 “patches” to the Cheating Software, how to resolve technical issues, and how to  
 3 purchase and extend licenses for the Cheating Software. The Discord chat rooms  
 4 also include discussion of Ubisoft’s enforcement activities, including whether  
 5 players have been “banned” (i.e. lost R6S account privileges) by Ubisoft and what  
 6 do to in the event a player is caught using the Cheating Software.

7 32. Ubisoft is informed and believes, and on that basis alleges, that in  
 8 order for the Cheating Software to operate with R6S it necessarily includes  
 9 technology that primarily is designed to avoid, bypass, evade, or otherwise  
 10 circumvent Ubisoft’s anti-cheat technologies. Defendants also specifically and  
 11 aggressively advertise and promote the Cheating Software as having been designed  
 12 for this unlawful purpose. For example, on the MizuSoft Website, Defendants  
 13 claim that “the key thing that makes us stand out from the rest is our near clean  
 14 detection record” and “[w]e are deadset on keeping our cheat undetected and  
 15 therefore prevent your account from being banned.” Defendants know that  
 16 trafficking in circumvention products such as the Cheating Software is unlawful  
 17 and violates Section 1201 of the DMCA. As J.V.L. admitted on a BBC news  
 18 segment: “if Ubisoft decides to come after you because of copyright infringement  
 19 then you’re in for a tough time.”<sup>3</sup>

20 33. Each time a R6S player uses the Cheating Software to cheat in R6S,  
 21 he or she violates the TOU and Code of Conduct. Accordingly, Ubisoft is  
 22 informed and believes, and on that basis alleges, that as a result of Defendants’  
 23 conduct, thousands or tens of thousands of breaches of these contracts have  
 24 occurred. Defendants not only are fully aware that the use of the Cheating  
 25 Software violates the TOU and Code of Conduct, but they know and intend that

26 <sup>3</sup> Joe Tidy, *The cheat hackers ‘ruining’ gaming for others*, BBC NEWS (Sept. 9,  
 27 2019), <https://www.bbc.com/news/av/technology-49740155/the-cheat-hackers-ruining-gaming-for-others>?fbclid=IwAR3tOEDfNiY8ahY3cREY32HeYYn5EmBqKXJq9st6CYMIiwj2EczJrMYNrBU.

1 their customers do so. Indeed, the Cheating Software has no purpose or function  
2 other than to enable players to violate the TOU by using “third party hacking or  
3 cheating” software. It is for that reason as well that Defendants take great pains to  
4 ensure that Ubisoft cannot detect the use of the Cheating Software by Defendants’  
5 customers. In this way, Defendants work to ensure that their customers continue to  
6 receive the benefits of their contracts with Ubisoft while they simultaneously  
7 engage in continuing breaches of their obligations under these contracts.

8 34. By their conduct, Defendants have caused and continue to cause  
9 serious harm to the value of Ubisoft’s games and to Ubisoft’s online community.  
10 Such harm is immediate, massive and irreparable, and includes (but is not limited  
11 to) the following:

12 (a) Defendants irreparably harm the ability of Ubisoft’s legitimate  
13 customers in the United States to enjoy and participate in the online experience  
14 carefully created by Ubisoft. That, in turn, causes users to grow dissatisfied with  
15 R6S, lose interest, and stop playing.

16 (b) Defendants’ conduct has forced Ubisoft to spend enormous  
17 sums of money (and vast amounts of time) attempting to remediate the damage  
18 caused by the Cheating Software. This includes creating and releasing new  
19 versions of R6S that counteract the Cheating Software, responding to player  
20 complaints, employing personnel to police the games to detect the use of the  
21 Cheating Software, and “banning” (i.e., permanently deleting the accounts of)  
22 users who are using the Cheating Software.

23 (c) Defendants’ conduct harms Ubisoft’s reputation and results in  
24 the loss of significant customer goodwill, in the United States and worldwide.

25 35. Defendants’ conduct has resulted in damage to Ubisoft in an amount  
26 to be proven at trial. Additionally, unless and until Defendants are preliminarily or  
27 permanently enjoined, Ubisoft will continue to suffer severe harm from the  
28 Cheating Software.



COUNT I

**Trafficking In Circumvention Devices**

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36. Ubisoft realleges and incorporates by reference the allegations in paragraphs 1 through 36, as if set forth fully herein.

37. R6S, including but not limited to its source code and audiovisual game play environments, is a copyrighted work.

38. Ubisoft has incorporated into R6S technological measures that effectively control access to the game, including access to the dynamic audiovisual elements that comprise the game.

39. The Cheating Software 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 access to Ubisoft’s copyrighted work (R6S), and that protect the exclusive rights of the copyright owner (Ubisoft).

40. The Cheating Software (and the portions thereof that circumvent Ubisoft’s anti-cheat technologies) 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.

41. Defendants market the Cheating Software in the United States with knowledge of their use to circumvent Ubisoft’s technological access controls and anti-cheat technologies.

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

43. Defendants’ acts constituting DMCA violations have been and continue to be performed without the permission, authorization, or consent of Ubisoft.



1 44. Defendants have violated Section 1201 of the DMCA willfully and for  
2 private commercial gain.

3 45. Defendants' conduct has caused damage to Ubisoft and has unjustly  
4 enriched Defendants, in an amount to be proven at trial.

5 46. As a result of Defendants' acts and conduct, Ubisoft has sustained and  
6 will continue to sustain substantial, immediate, and irreparable injury, for which  
7 there is no adequate remedy at law. Ubisoft is informed and believes, and on that  
8 basis avers, that, unless enjoined and restrained by this Court, Defendants will  
9 continue to violate Section 1201 of the DMCA. Ubisoft is entitled to injunctive  
10 relief to restrain and enjoin Defendants' continuing unlawful conduct.

11 47. As a direct and proximate result of Defendants' conduct, pursuant to  
12 17 U.S.C. § 1203(c), Ubisoft is entitled to Defendant's profits attributable to their  
13 violations of 17 U.S.C § 1201.

14 48. Alternatively, Ubisoft is entitled to the maximum statutory damages,  
15 pursuant to 17 U.S.C. § 1203(c), in the amount of \$25,000 with respect to each  
16 violation by Defendants.

17 49. Ubisoft further is entitled to its attorneys' fees and full costs pursuant  
18 to 17 U.S.C. § 1203(b).

19

20

## COUNT II

21

### **Intentional Interference With Contractual Relations**

22

23

50. Ubisoft realleges and incorporates by reference the allegations in  
paragraphs 1 through 49, as if set forth fully herein.

24

25

51. As described herein, in order to install and play R6S, licensed users in  
the United States first must assent to the TOU and Code of Conduct.

26

52. Ubisoft's contracts with its users are valid and enforceable.

27

28

53. Each time a purchaser of the Cheating Software uses the Cheating  
Software in connection with R6S, he or she breaches the TOU and Code of

1 Conduct. Ubisoft is informed and believes, and on that basis alleges, that  
2 thousands of such breaches have taken place by Defendants' customers.

3 54. Ubisoft is informed and believes, and on that basis alleges, that  
4 Defendants are aware of the contracts between Ubisoft and its users in the United  
5 States, and additionally are aware of the TOU and Code of Conduct by virtue of  
6 their own Ubisoft accounts. Defendants specifically are aware that the TOU and  
7 Code of Conduct prohibit players from using the Cheating Software. Nevertheless,  
8 Defendants intentionally encourage and induce users of R6S to purchase and use  
9 the Cheating Software, knowing that the use of these products by their customers is  
10 a breach of these customers' contracts with Ubisoft.

11 55. By inducing Ubisoft's users to breach their contracts with Ubisoft,  
12 Defendants have intentionally interfered, and continue to interfere, with the  
13 contracts between Ubisoft and its users.

14 56. As a result of Defendants' actions, Ubisoft has suffered damage in an  
15 amount to be proven at trial, including but not limited to a loss of goodwill among  
16 users of the Ubisoft Games, diversion of Ubisoft resources to attempt to detect and  
17 prevent the use of the Cheating Software, decreased profits, and a loss of profits  
18 from users whose accounts Ubisoft has terminated for violation of the TOU and  
19 Code of Conduct in the United States.

20 57. As a further result of Defendants' actions, Defendants have unjustly  
21 obtained specifically identifiable property, consisting of all of the proceeds  
22 attributable to the sale of the Cheating Software in the United States, and any other  
23 products or services that violate any of Ubisoft's rights, and any additional  
24 property traceable to those proceeds. Those proceeds, which are directly  
25 attributable to Defendants' manipulation and misuse of R6S and intentional  
26 interference with Ubisoft's contracts, rightfully and equitably belong to Ubisoft.

27 58. Defendants' intentional interference with the contracts between  
28 Ubisoft and its licensed users in the United States entitles Ubisoft to injunctive

1 relief and compensatory damages, the imposition of a constructive trust over  
2 Defendants' wrongfully obtained proceeds, and other available relief.

3 59. Defendants are guilty of oppression, fraud, or malice, and Ubisoft, in  
4 addition to its actual damages, by reason thereof, is entitled to recover exemplary  
5 and punitive damages against Defendants.

6

7

### COUNT III

8

#### Unfair Competition

9 60. Ubisoft realleges and incorporates by reference the allegations in  
10 paragraphs 1 through 59, as if set forth fully herein.

11 61. The acts and conduct of Defendants constitute unfair competition in  
12 the United States under California Business & Professions Code § 17200 *et seq.*  
13 and under California common law.

14 62. As a direct and proximate result of Defendants' unfair competition in  
15 the United States, Ubisoft has been damaged, and Defendants have been unjustly  
16 enriched, in an amount to be proven at trial for which damages and/or restitution  
17 and disgorgement is appropriate. Such damages and/or restitution and  
18 disgorgement should include a declaration by this Court that Defendants are  
19 constructive trustees for the benefit of Ubisoft, and an order that Defendants  
20 convey to Ubisoft the gross receipts received or to be received that are attributable  
21 to the sale of the Cheating Software in the United States.

22 63. Defendants are guilty of oppression, fraud or malice, and Ubisoft, in  
23 addition to its actual damages, by reason thereof, is entitled to recover exemplary  
24 and punitive damages against Defendants.

25 64. As a result of Defendants' acts and conduct in the United States,  
26 Ubisoft has sustained and will continue to sustain substantial, immediate, and  
27 irreparable injury, for which there is no adequate remedy at law. Ubisoft is  
28 informed and believes, and on that basis avers, that unless enjoined and restrained

1 by this Court, Defendants will continue to engage in unfair competition. Pursuant  
2 to California Business & Professions Code § 17203, Ubisoft is entitled to  
3 temporary, preliminary and permanent injunctions prohibiting further acts of unfair  
4 competition.

5  
6 **PRAYER FOR RELIEF**

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

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

16 2. Requiring Defendants to shut down the Cheating Software and any  
17 colorable copies thereof, hosted at any domain, address, location, or ISP.

18 3. Requiring Defendants to deliver to Ubisoft all copies of materials that  
19 infringe or violate any of Ubisoft's rights, as described herein.

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

23 5. Requiring Defendants and their officers, servants, employees, agents  
24 and any persons who are, or on notice and upon continued provision of services  
25 would be, in active concert or participation with them, including but not limited to  
26 the domain name registrars and registries administering, holding, listing, or  
27 otherwise having control over the domain name muzusoft.net or any other domain  
28 name used in conjunction with Defendants' infringing activities to transfer such

1 domain name to Ubisoft's ownership and control, including, *inter alia*, by  
2 changing the registrar of record to the registrar of Ubisoft's choosing, unless  
3 Ubisoft requests that such domain name be held and/or released rather than  
4 transferred.

5 6. Awarding Ubisoft actual or maximum statutory damages for violation  
6 of Section 1201 of the DMCA, as appropriate, pursuant to 17 U.S.C. § 1203(c).

7 7. Awarding Ubisoft its full costs and attorneys' fees in this action  
8 pursuant to 17 U.S.C. § 1203(b) and other applicable laws.

9 8. Awarding Ubisoft exemplary and punitive damages against  
10 Defendants on Ubisoft's cause of action for intentional interference with  
11 contractual relations.

12 9. Awarding Ubisoft restitution of Defendants' unlawful proceeds,  
13 including an accounting of any and all sales of the Cheating Software in the United  
14 States, and/or any other products or services that violate any of Ubisoft's rights  
15 described herein.

16 10. Imposing a constructive trust over the proceeds unjustly obtained by  
17 Defendants through the sales of the Cheating Software in the United States, and/or  
18 any other products or services that violate any of Ubisoft's rights described herein.

19 11. Awarding such other and further relief as this Court may deem just  
20 and appropriate.

21

22 DATED: October 23, 2019

MARC E. MAYER  
KARIN G. PAGNANELLI  
MITCHELL SILBERBERG & KNUPP LLP

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By: /s/ Marc E. Mayer  
Marc E. Mayer  
Attorneys for Plaintiff UBISOFT, INC.

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