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8 Corporation

2012 MAR - 1 PM 3:50
CLERK U.S. DISTRICT COURT
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9
10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12

13 NEXON AMERICA INC., a Delaware
corporation, and NEXON KOREA
14 CORPORATION, a Korean corporation,

15 Plaintiffs,

16 v.

17 RYAN MICHAEL CORNWALL a/k/a
"Riu Kuzaki" and "Alexandria
18 Cornwall"; YANGYU ZHOU a/k/a
"Yang Yu," "W8baby," and
19 "Gamersoul"; DOUGLAS CRANE a/k/a
"DJ" and "Lonerboy"; WILLIAM
20 "BILLY" KEISTER a/k/a
"ThePhoneGuy"; AMARJOT GILL
21 a/k/a "Alphaamar"; DEREK OSGOOD
a/k/a "Jayce"; COLIN JOHNSON a/k/a
22 "Colin "; LINDA LIU a/k/a
"linnyda942"; JEREMY SIMPSON;
23 V.H. a/k/a "Vince"; DOE 1 a/k/a
"Bizarro" and "Andrew," DOE 2 a/k/a
24 "Cam1596," and DOES 3 through 10,
inclusive,

25 Defendants.
26

Case No. 12-00160-RSWL (FFMX)

AMENDED COMPLAINT FOR:

- (1) COPYRIGHT INFRINGEMENT
- (2) INDUCEMENT TO INFRINGE
COPYRIGHTS
- (3) CONTRIBUTORY
COPYRIGHT INFRINGEMENT
- (4) VICARIOUS COPYRIGHT
INFRINGEMENT
- (5) TRAFFICKING IN
CIRCUMVENTION DEVICES
- (6) UNLAWFUL
CIRCUMVENTION
- (7) BREACH OF CONTRACT
- (8) INTENTIONAL
INTERFERENCE WITH
CONTRACTUAL RELATIONS
- (9) VIOLATION OF THE
COMPUTER FRAUD AND
ABUSE ACT
- (10) UNFAIR COMPETITION

JURY DEMAND

1 Nexon America Inc., and NEXON Korea Corporation aver as follows:
2

3 **Preliminary Statement**

4 1. NEXON Korea Corporation is a Korean corporation engaged in the
5 development, distribution, and publishing of high-quality online computer games,
6 including the computer game "MapleStory." Nexon America Inc., an affiliate of
7 NEXON Korea Corporation, is the owner of certain exclusive rights in the United
8 States and Canada with respect to "MapleStory." NEXON Korea Corporation and
9 Nexon America Inc. (collectively, "Nexon") bring this lawsuit to put an immediate
10 stop to, and seek redress for, Defendants' insidious and harmful practice of
11 developing, distributing, and selling, for a profit, software products (sometimes
12 referred to as "hacks" or "cheats") that modify or alter the online component of
13 MapleStory in a manner that destroys the online experience of this game.
14 Defendants' conduct causes serious and irreparable harm to Nexon.

15 2. MapleStory is an immensely popular multiplayer online game, in
16 which hundreds or thousands of players interact with each other and with an
17 evolving, dynamic virtual game world. Many players spend hundreds or thousands
18 of hours building their online characters or developing their reputation among the
19 player community.

20 3. Defendants are individuals that are engaged in the development,
21 distribution, and sale of a variety of software products that enable MapleStory
22 players to alter, modify, and in some cases disrupt or destroy the online game,
23 including by instructing MapleStory's computer servers to act in ways not intended
24 by Nexon. Defendants distribute and sell their products via Internet websites such
25 as www.riukuzaki.com and www.gamersoul.com (formerly www.w8baby.com).

26 4. Defendants create and sell their unlawful software products with the
27 knowledge that they are facilitating and promoting users to infringe Nexon's
28 copyrights, trafficking in unlawful circumvention devices, and inducing users to

1 breach their contracts with Nexon. Defendants' actions have unjustly profited
2 Defendants while causing significant damage to Nexon. The acts of Defendants,
3 described in more detail below, constitute contributory, direct and indirect
4 infringement of copyrights in violation of the Copyright Act, 17 U.S.C. § 501;
5 unlawful circumvention and trafficking in circumvention devices, 17 U.S.C.
6 § 1201(a); breach of contract under the laws of the State of California; violation of
7 the Computer Fraud and Abuse Act, 18 U.S.C. § 1030(g), and unfair competition
8 and intentional interference with contractual relations under California law.
9

10 JURISDICTION AND VENUE

11 5. This is a civil action seeking damages and injunctive relief under the
12 Copyright Act, 17 U.S.C. § 101, et seq., the Digital Millenium Copyright Act
13 ("DMCA"), 17 U.S.C. § 1201, et seq., the Computer Fraud and Abuse Act, 18
14 U.S.C. § 1030, and under the laws of the State of California.

15 6. This Court has subject matter jurisdiction over Nexon's claims for
16 copyright infringement pursuant to 28 U.S.C. §§ 1331 and 1338(a). Pursuant to
17 28 U.S.C. § 1367, this Court has supplemental jurisdiction over Nexon's state law
18 claims for breach of contract, intentional interference with contract, and unfair
19 competition in that they are so related to Nexon's claims under the Copyright Act,
20 DMCA, and CFAA as to be part of the same case or controversy.

21 7. This Court has personal jurisdiction over Defendants, including
22 because Defendants have engaged in, contributed to, and induced the infringing
23 conduct at issue within the United States and the State of California and, among
24 other things, have purposefully directed their activities at the United States and at
25 California. Nexon additionally avers that, among other things, (a) each of the
26 Defendants or their respective agents are doing or have been doing business
27 continuously in the State of California and this District, (b) a substantial part of the
28 wrongful acts committed by Defendants, and each of them, have occurred in

1 interstate commerce, in the State of California, and in the Central District of
2 California, and (c) Defendants know that the damages and other harmful effects of
3 Defendants' infringing activities occur in the United States and primarily in
4 California, where Nexon America Inc. has its principal place of business and
5 Nexon conducts its U.S. operations.

6 8. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391 and
7 1400 because this is a judicial District in which a substantial part of the events
8 giving rise to the claims occurred, and/or which Nexon's injury was suffered.

9
10 **THE PARTIES**

11 9. Nexon America Inc. is a corporation duly organized and existing
12 under the laws of the State of Delaware, with its principal place of business in El
13 Segundo, California.

14 10. NEXON Korea Corporation is a corporation duly organized and
15 existing under the laws of Korea, with its principal place of business in Seoul,
16 Korea.

17 11. Nexon America Inc. and NEXON Korea Corporation ("Nexon")
18 collectively own the copyright in the computer game titled "MapleStory."
19 Nexon's copyright in MapleStory covers nearly all aspects of the game as
20 distributed, including without limitation, (a) all of the human and machine readable
21 computer code and any other data distributed as part of the game software, (b) all
22 graphical and textual elements of the screens that appear in the game when it is
23 executed on a personal computer, and (c) all motion picture and sound recordings,
24 and other audio-visual elements distributed with and as part of the game.

25 12. Nexon is informed and believes, and on that basis avers, that each of
26 the Defendants herein is engaged in the development, sale and/or distribution of
27 software products designed to modify the online multiplayer experience of
28 MapleStory.

1 13. Nexon is informed and believes, and on that basis avers, that Ryan
2 Michael Cornwall (a/k/a “Alexandria Cornwall” and “Riu Kuzaki”) is an
3 individual residing in Waco, Texas. Nexon is informed and believes, and on that
4 basis avers, that Cornwall is the owner, operator and/or creator of, and the driving
5 force behind, the Internet website www.riukuzaki.net (now known as
6 www.unallied.com) (the “Riu Kuzaki Website”). Cornwall is the developer of
7 software products including the RiME Memory Editor, the RiPE Packet Editor,
8 and Riu’s Trainer, and at relevant times was actively involved with the Internet
9 website www.gamersoul.com (formerly known as www.w8baby.com) (the
10 “GamerSoul Website”).

11 14. Nexon is informed and believes, and on that basis avers, that Yang Yu
12 Zhou (a/k/a “Yang Yu” or “Wang Wu”) is an individual residing in Chongqing,
13 China. Nexon is informed and believes, and on that basis avers, that Yang Yu is
14 the owner, operator and/or creator of, and the driving force behind, the GamerSoul
15 Website.

16 15. Nexon is informed and believes, and on that basis avers, that Douglas
17 Crane (a/k/a “DJ” and “Lonerboy”) is an individual residing in Duxbury,
18 Massachusetts. Nexon is informed and believes, and on that basis avers, that
19 Crane is one of the chief administrators of the GamerSoul Website, has been
20 responsible for overseeing the sale of the software products at issue, and has been
21 directly involved in marketing and distributing those software products.

22 16. Nexon is informed and believes, and on that basis avers, that William
23 “Billy” Keister (a/k/a “ThePhoneGuy”) is an individual residing in Asheville,
24 North Carolina. Nexon is informed and believes, and on that basis avers, that
25 Keister is one of the administrators of the GamerSoul Website, is responsible in
26 whole or in part for creating, designing, and/or operating the GamerSoul Website,
27 has been responsible for overseeing the sale of the software products at issue, and
28 has been directly involved in marketing and distributing those software products.

1 17. Nexon is informed and believes, and on that basis avers, that Amarjot
2 Gill (a/k/a “Alphaamar”) is an individual residing in Toronto, Ontario, Canada.
3 Nexon is informed and believes, and on that basis avers, that Gill is one of the
4 administrators of the GamerSoul Website, has been responsible for overseeing the
5 sale of the software products at issue, and has been directly involved in marketing
6 and distributing those software products.

7 18. Nexon is informed and believes, and on that basis avers, that Derek
8 Osgood (a/k/a “Jayce”) is an individual residing in Massachusetts. Nexon is
9 informed and believes, and on that basis avers, that Osgood is one of the chief
10 administrators of the GamerSoul Website, has been responsible for overseeing the
11 sale of the software products at issue, and has been directly involved in marketing
12 and distributing those software products.

13 19. Nexon is informed and believes, and on that basis avers, that Colin
14 Johnson (a/k/a “Colin_”) is an individual residing in Seattle, Washington. Nexon
15 is informed and believes, and on that basis avers, that Johnson was the owner of
16 the filehosting website www.w8file.com, has been responsible for overseeing the
17 sale of the software products at issue, and has been directly involved in marketing
18 and distributing those software products.

19 20. Nexon is informed and believes, and on that basis avers, that Linda
20 Liu (a/k/a linnyda942) is an individual residing in Anaheim, California. Nexon is
21 informed and believes, and on that basis avers, that Liu is a moderator of the
22 GamerSoul website and has received income in connection with the sale of the
23 hacks at issue.

24 21. Nexon is informed and believes, and on that basis avers, that Jeremy
25 Simpson is an individual residing in Waterloo, Ontario, Canada. Nexon is
26 informed and believes, and on that basis avers, that Simpson is a moderator of the
27 GamerSoul website and has received income in connection with his sale of the
28 hacks at issue.

1 “Maple World,” defeating foes, completing quests, solving puzzles, and
2 developing their characters’ skills and abilities. In MapleStory, players can
3 interact with others in many ways, such as through chatting, trading, and playing
4 short “mini-games.” As players move through the game and defeat foes, they
5 acquire “experience points” (used to increase a character’s abilities) and obtain
6 items, such as weapons, money, and armor.

7 27. Nexon is one of the pioneers of the “Free to Play” model of online
8 computer games. Playing MapleStory requires only that the user register an
9 account with Nexon free of charge, download the MapleStory software, and
10 connect to Nexon’s multiplayer server. From within the game or from the Nexon
11 website, users may purchase “virtual goods” (in-game items, such as clothing,
12 weapons, armor, or pets, that customize a user’s character and the in-game
13 experience) using virtual currency, known as “NX Cash.” “NX Cash” is purchased
14 using actual currency. A significant portion of Nexon’s revenue is derived from
15 the sale of such virtual goods. It is these sales that enable Nexon to make its
16 games free to play, while many other online games charge a monthly subscription
17 fee or require purchase of game software.

18
19 **Nexon’s Anti-Hacking Measures**

20 28. Keeping the MapleStory playing field fair and balanced is critical to
21 the success of Nexon’s games. Nexon dedicates enormous sums of money and
22 countless employee-hours to ensuring that its games are rewarding and fun to play.
23 Unfortunately, the gaming experience of legitimate players of MapleStory is under
24 constant attack by cheaters, hackers, scammers, and other wrongdoers seeking to
25 exploit the games for their own illegitimate ends or to ruin the game for others.
26 These hackers destroy the game experience by unbalancing the playing field,
27 giving certain players a competitive advantage against others, and wrongfully
28 obtaining valuable virtual property, thus causing legitimate players to grow

1 frustrated and abandon the game. Additionally, these hackers seek to profit from
2 their activities by, among other conduct, selling their hacking tools and software
3 programs or selling membership “subscriptions” to message boards where
4 individuals trade MapleStory hacks and offer advice about hacking activities.

5 29. Two of the most common ways in which hackers attempt to
6 manipulate and destroy the MapleStory game environment are through what is
7 known as “packet hacking” and “memory hacking.” To understand these hacking
8 tactics, it is necessary to understand how multiplayer games such as MapleStory
9 operate.

10 30. Broadly speaking, two interrelated components are required to play
11 MapleStory. These are known as the “client” and the “server.” The MapleStory
12 “client” is a software product that contains a number of files that comprise the
13 discrete audiovisual elements of MapleStory game, such as characters, artwork,
14 sounds, and other audiovisual elements that are perceived by the user when the
15 game is being played. Once the MapleStory client has been downloaded and
16 installed, users must connect to the MapleStory “server” via an Internet
17 connection. The MapleStory server provides players with access to the
18 copyrighted content of the MapleStory gaming environment, connects MapleStory
19 players with each other, and generates the living, evolving MapleStory game world
20 in which users interact with each other and with the game.

21 31. While a user is playing MapleStory, the MapleStory client and server
22 engage in a rapid and continuous stream of back-and-forth communication. This
23 communication takes place via the transmission of data “packets.” These
24 “packets” communicate the critical information that allows the game to function,
25 such as what each player is doing at any given time, what the game’s characters or
26 environments are doing, and how the game reacts to the player’s actions. From the
27 perspective of the player, the data transmission process is seamless. In fact,
28 enormous amounts of data are transmitted every second. Hackers attempt to access

1 and manipulate these data “packets” in order to send information between the
2 client or server that is not intended to be sent or is outside the boundaries of the
3 game (for example, tricking the game into creating monsters or treasures that do
4 not exist).

5 32. Additionally, when the MapleStory client is running on a user’s
6 computer, it copies or “injects” certain code into the computer’s Random Access
7 Memory (“RAM”) to be processed by the computer. Hackers attempt to locate
8 these memory locations, alter the code being processed at these memory locations,
9 and/or inject new or additional code or “scripts” into the computer’s memory. By
10 doing so, hackers cause the game to operate in a manner that ordinarily is restricted
11 by the game software (for example, allowing the player to see through walls or
12 view portions of a playing field that otherwise would remain hidden).

13 33. In an effort to protect the sanctity of the MapleStory game, keep the
14 game fair and balanced, and thwart would-be hackers, Nexon has adopted a
15 combination of technical and contractual measures.

16
17 Technical Security Measures

18 34. First, each time that a user launches the MapleStory client software, a
19 third party software program known as “HackShield” also is launched alongside
20 the client. HackShield is an anti-hacking and anti-cheating technology that
21 prevents users of MapleStory from engaging in a variety of prohibited hacking
22 activities or from running software programs or cheats. It does so through a
23 number of methods, including by constantly scanning a user’s computer to
24 determine whether that user has installed or “injected” prohibited cheating or
25 hacking software. If HackShield detects that a user is engaged in prohibited
26 hacking or cheating activities, it will deny that user access to the MapleStory
27 server, and he or she will be unable to play the game.

1 display, create derivative works from, or in any way, exploit such content, except
2 as Nexon America expressly permits in the Agreement of the Service. [The user's]
3 use of such content for any purpose other than as expressly permitted by this
4 Agreement or the Service is a violation of the intellectual property rights and other
5 proprietary rights of Nexon America....”

6 40. Among other provisions, the ToU provides that users agree not to:

7 (a) “use the Service, Cash Items, or Software for any unlawful
8 purpose or in any manner not intended by the Company as contemplated herein
9 and/or on the Site”;

10 (b) “Host, provide matchmaking services, for or emulate or redirect
11 the communications protocols used by [Nexon] (or [Nexon’s] designees) as part of
12 the Service, including without limitation, by protocol emulation, tunneling, reverse
13 engineering, modifying the Software or using a utility program to host the
14 Software”;

15 (c) “Sell, advertise, or post information on hacks for the Software,
16 Cash Items, or Service and/or posting advertising, posting information on or selling
17 hacks for any other software or web sites”;

18 (d) “Exploit the Software, Cash Items or the Service for any
19 commercial purpose, including the provision of ‘power leveling’ services”;

20 (e) “Modify the Software, Cash Items or the Service to change “game
21 play,” including without limitation, creating cheats and/or hacks or using third-
22 party software to access files in the Software or Service”;

23 (f) “Reverse engineer, decompile, or disassemble all or any portion of
24 the Service, Cash Items or Software”; and

25 (g) “Use tools which hack or alter the Software, Cash Items or the
26 Service or that allow users to connect to the Software’s private binary interface or
27 other interfaces other than those provided by [Nexon] to [users].”

1 ordinarily could not be transmitted. Thus, for example, using a packet editor, a
2 user may send packets that instruct the MapleStory game to generate a monster that
3 ordinarily would not exist or to give the user an undeserved item or cash reward.
4 RiPE also can be used in a variety of insidious ways, such as to send packets that
5 cause Nexon's MapleStory server to crash or to cause it to disconnect other
6 MapleStory players.

7 45. "Injector Gadget" is a software product known as a ".dll injector."
8 ".dll injectors" allow users to engage in "memory hacking" by installing small
9 pieces of code or "scripts" (generally in the form of a .dll, or "dynamic link
10 library" file) into memory locations being used by MapleStory while it is running.
11 Using "Injector Gadget," a user can run a variety of game "cheats" or "hacks" that
12 alter the performance of the game. When a user installs a "cheat" using a .dll
13 injector such as Injector Gadget, that user modifies the game client and the
14 gameplay of MapleStory, thus creating a derivative work of that game.

15 46. "Riu Trainer" is a software "bot" or "trainer" that automates play of
16 MapleStory, such that a user may run the MapleStory game and advance his or her
17 character while away from the computer. "Bots" such as Riu Trainer enable users
18 to advance unfairly through the game and amass game assets without actually
19 playing the game. Since Nexon's business model depends upon its sale of in-game
20 assets (which are valuable because of the amount of time it typically takes to earn
21 them in the game), bots such as Riu Trainer disrupt the game's balance and deprive
22 Nexon of revenue. Riu Trainer incorporates a variety of memory hacks into its
23 operation in order to speed up the rate of progression and reduce the amount of
24 activity engaged in by the in-game character.

25 47. Nexon is informed and believes, and on that basis avers, that in order
26 to create each of the Riu Kuzaki Hacks, Cornwall downloaded copies of the
27 MapleStory game client, viewed and manifested his assent to the ToU and EULA,
28 and then disassembled, decompiled, "packet sniffed," or otherwise reverse

1 engineered portions of the MapleStory client and server software. Additionally, in
2 the ordinary course of operation, security measures contained in the MapleStory
3 Client cause the memory locations used by the MapleStory client to be hidden and
4 inaccessible. These security measures also encrypt the packets transmitted
5 between the MapleStory client and server. Nexon is informed and believes, and on
6 that basis avers, that to create the Riu Kuzaki Hacks, Cornwall used specialized
7 software to circumvent these protections, access and read memory locations used
8 by the MapleStory client, and decrypt the contents of packets transmitted between
9 the MapleStory client and MapleStory server.

10 48. In the ordinary course of operation, when a user attempts to play
11 MapleStory after having injected software hacks and packet editors into
12 MapleStory, those hacks will be identified by HackShield and the game will not
13 operate. However, Cornwall designed each of the Riu Kuzaki Hacks to avoid
14 detection by HackShield, and specifically to circumvent and/or bypass HackShield.
15 Cornwall specifically promotes “Injector Gadget” as the “only injector capable of
16 bypassing Hack Shield’s anti-detection protection.” Similarly, HackShield is
17 designed to detect the use of “trainers” or “bots” such as Riu’s Trainer. However,
18 Riu’s Trainer was designed to be hidden and undetectable by HackShield.
19 Cornwall regularly releases updates and new versions of each of the Riu Kuzaki
20 Hacks to address and overcome any updates and improvements made to
21 HackShield.

22 49. Cornwall offers free, trial versions of each of the Riu Kuzaki Hacks
23 for download on the Riu Kuzaki Website. He also offers a number of “scripts” or
24 small pieces of code that can be injected into MapleStory to give users an unfair
25 advantage in the game, such as scripts that prevent a character from being killed
26 (“anti-death”), that enable a character to engage in additional attacks (“unlimited
27 attack”) or that slow down attacking monsters (“slow mob”). However, in order to
28 purchase the “full” or “VIP” version of the Riu Kuzaki Hacks, one must make a

1 “donation” to Cornwall or purchase a copy of the Hack through the GamerSoul
2 Website. Additionally, via the Riu Kuzaki Website, Cornwall offers technical
3 support and assistance to users of his Hacks and engages in an ongoing dialog with
4 his users.

5 50. Nexon is informed and believes that Cornwall has distributed
6 thousands of the Riu Kuzaki Hacks from the Riu Kuzaki Website, and that
7 Cornwall has received significant sums from his sale of the Riu Kuzaki Hacks and
8 from third-party advertising on his website.

9
10 **The GamerSoul Hack Software And Website**

11 51. Defendants collectively own, operate, administer and control the
12 GamerSoul Website, located at www.gamersoul.com. Until recently, the
13 GamerSoul Website and community were known as “W8Baby,” and were located
14 at www.w8baby.com. Nexon is informed and believes, and on that basis avers,
15 that Defendants changed the name and location of their website to further evade
16 detection by Nexon and/or to conceal their ownership of the website.

17 52. The GamerSoul Website purports to be a “one-stop shop” for the
18 distribution and sale of an enormous variety of MapleStory hacks and cheats,
19 including “packet editors,” “trainers,” “injectors,” and a large variety of scripts and
20 .dll files that users can inject into their computer’s memory to alter the operation of
21 the MapleStory game.

22 53. Via the GamerSoul Website, Defendants distribute and sell each of
23 the Riu Kuzaki Hacks, including the “premium” or “VIP” versions of these Hacks.
24 Additionally, the GamerSoul Website sells and distributes many other hacks and
25 software products (the “GamerSoul Hacks”). (The Riu Kuzaki Hacks and
26 GamerSoul Hacks are referred to collectively as the “Hacks.”) Nexon is informed
27 and believes, and on that basis avers, that Defendants themselves developed the
28 GamerSoul Hacks, commissioned third parties to develop the GamerSoul Hacks,

1 encouraged or facilitated the development of the GamerSoul Hacks, worked
2 closely in concert with individuals who developed the GamerSoul Hacks,
3 distributed the GamerSoul Hacks or caused the GamerSoul Hacks to be distributed,
4 or otherwise participated in, directed, or oversaw the creation and distribution of
5 the Hacks.

6 54. One of the most popular of the GamerSoul Hacks distributed and sold
7 by Defendants is “Bizzaro Trainer” (or “BT”). BT is a “trainer bot” that automates
8 gameplay of MapleStory and allows users to quickly advance their character and
9 amass virtual items without playing the game. BT incorporates a number of
10 memory hacks into its software code. It also contains software code that bypasses
11 and circumvents HackShield. Nexon is informed and believes, and on that basis
12 avers, that BT was created and developed by Doe 2 a/k/a “Bizzaro.”

13 55. Others of the GamerSoul Hacks include (1) .dll injectors such as “Vita
14 Injector,” “Everlasting Injector,” “TinyJect,” “Silencio Injector,” “Rice Injector,”
15 “Black Dragon Injector,” “Cheetah Injector,” and “Ewys Injector,” (2) memory
16 hacks such as “MapleStory Map Viewer,” (3) memory and packet editing tools
17 (such as “KitterzPE”), including tools that enable users to access and view memory
18 locations that otherwise are hidden by the MapleStory client, and (4) “bots” and
19 “trainers” such as “MapleStoryBot Lite.”

20 56. Nexon is informed and believes, and on that basis avers, that many, if
21 not all, of the GamerSoul Hacks contain code or other technology that is designed
22 to circumvent or bypass HackShield. Alternatively, to the extent any of the
23 GamerSoul Hacks does not itself contain circumvention technology, the Hacks are
24 designed to be used in conjunction with HackShield circumvention or “bypass”
25 software. Defendants make such circumvention or “bypass” tools available for
26 download on the GamerSoul Website or provide visitors to the GamerSoul Website
27 with links to download those tools from other affiliated websites or online
28 locations.

1 77. Defendants have actively encouraged and induced users of the Hacks
2 to engage in the foregoing copyright infringement, including, among other things,
3 by promoting the Hacks and providing users of the Hacks with the tools to
4 infringe, instructions on how to install and use the Hacks, instructions on how to
5 use the Hacks in a manner least likely to be caught or arouse suspicion, and the
6 ability to infringe anonymously. As a direct and proximate result of such
7 inducement, Defendants' users have infringed Nexon's rights in MapleStory.

8 78. Each such infringement by users of the Hacks constitutes a separate
9 and distinct act of infringement.

10 79. Defendants' acts of infringement were willful, in disregard of and
11 with indifference to the rights of Nexon.

12 80. As a direct and proximate result of the infringements by Defendants,
13 Nexon is entitled to damages and to Defendants' profits in amounts to be proven at
14 trial which are not currently ascertainable. Alternatively, Nexon is entitled to
15 maximum statutory damages of \$150,000 for each copyright infringed, or in such
16 other amount as may be proper under 17 U.S.C. § 504(c).

17 81. Nexon further is entitled to its attorneys' fees and full costs pursuant
18 to 17 U.S.C. § 505.

19 82. As a result of Defendants' acts and conduct, Nexon has sustained and
20 will continue to sustain substantial, immediate, and irreparable injury, for which
21 there is no adequate remedy at law. Nexon is informed and believes, and on that
22 basis avers, that unless enjoined and restrained by this Court, Defendants will
23 continue to infringe Nexon's copyrights. Nexon has no adequate remedy at law.
24 Nexon is entitled to injunctive relief to restrain and enjoin Defendants' continuing
25 infringing conduct.

1 **COUNT III**

2 **Contributory Copyright Infringement**

3 83. Nexon realleges each and every allegation set forth in Paragraphs 1
4 through 82, inclusive, and incorporates them by reference herein.

5 84. When users of the Hacks download, install, and use the Hacks, they
6 create derivative works of MapleStory, including by altering the gameplay of
7 MapleStory and the operation of MapleStory's dynamic virtual world. In doing so,
8 users of the Hacks infringe Nexon's copyrights in MapleStory, in violation of the
9 Copyright Act. 17 U.S.C. §§ 106 and 501.

10 85. Defendants have actual and constructive knowledge of the
11 infringements by users of the Hacks. Defendants have materially contributed to
12 the foregoing infringements, including by creating the Hacks, making the Hacks
13 available to the public, instructing users how to install and operate the Hacks, and
14 updating and modifying the Hacks to ensure that they continue to function
15 effectively despite Nexon's attempts to disable them.

16 86. Each such infringement by users of the Hacks constitutes a separate
17 and distinct act of infringement.

18 87. Defendants' acts of infringement were willful, in disregard of, and
19 with indifference to, the rights of Nexon.

20 88. As a direct and proximate result of the infringements by Defendants,
21 Nexon is entitled to damages and to Defendants' profits in amounts to be proven at
22 trial which are not currently ascertainable. Alternatively, Nexon is entitled to
23 maximum statutory damages of \$150,000 for each copyright infringed, or in such
24 other amount as may be proper under 17 U.S.C. § 504(c).

25 89. Nexon further is entitled to its attorneys' fees and full costs pursuant
26 to 17 U.S.C. § 505.

27 90. As a result of Defendants' acts and conduct, Nexon has sustained and
28 will continue to sustain substantial, immediate, and irreparable injury, for which

1 there is no adequate remedy at law. Nexon is informed and believes, and on that
2 basis avers, that unless enjoined and restrained by this Court, Defendants will
3 continue to infringe Nexon's copyrights. Nexon has no adequate remedy at law.
4 Nexon is entitled to injunctive relief to restrain and enjoin Defendants' continuing
5 infringing conduct.

6
7 **COUNT IV**

8 **Vicarious Copyright Infringement**

9 91. Nexon realleges each and every allegation set forth in Paragraphs 1
10 through 90, inclusive, and incorporates them by reference herein.

11 92. When users of the Hacks download, install, and use the Hacks, they
12 create derivative works of MapleStory, including by altering the gameplay of
13 MapleStory and the operation MapleStory's dynamic virtual world. In doing so,
14 users of the Hacks infringe Nexon's copyrights in MapleStory, in violation of the
15 Copyright Act. 17 U.S.C. §§ 106 and 501.

16 93. Defendants have the right and ability to supervise and control the
17 infringing conduct of users of the Hacks. Defendants have failed and refused to
18 exercise such supervision and control to limit infringement to the extent required
19 by law. As a direct and proximate result of such refusal, users of the Hacks have
20 infringed Nexon's copyrights in MapleStory.

21 94. Defendants derive a direct financial benefit from this infringement,
22 including, but not limited to, from sales of the Hacks and from financial
23 "donations" from users of the Hacks.

24 95. Each such infringement by users of the Hacks constitutes a separate
25 and distinct act of infringement.

26 96. Defendants' acts of infringement were willful, in disregard of, and
27 with indifference to, the rights of Nexon.

1 103. The Hacks have no commercially significant purpose or use other than
2 to circumvent a technological measure that effectively controls access to
3 copyrighted work and that protects the exclusive rights of copyright owners.

4 104. Defendants market the Hacks with knowledge of their use to
5 circumvent Nexon's technological access controls and copyright protection.

6 105. As a result of the foregoing, Defendants are offering to the public,
7 providing, or otherwise trafficking in technology in violation of 17 U.S.C.
8 § 1201(a)(2).

9 106. Defendants' acts constituting DMCA violations have been and
10 continue to be performed without the permission, authorization, or consent of
11 Nexon.

12 107. Defendants have violated Section 1201 of the DMCA willfully and for
13 private commercial gain.

14 108. Defendants' conduct has caused damage to Nexon and has unjustly
15 enriched Defendants, in an amount to be proven at trial.

16 109. As a result of Defendants' acts and conduct, Nexon has sustained and
17 will continue to sustain substantial, immediate, and irreparable injury, for which
18 there is no adequate remedy at law. Nexon is informed and believes, and on that
19 basis avers, that, unless enjoined and restrained by this Court, Defendants will
20 continue to violate Section 1201 of the DMCA. Nexon has no adequate remedy at
21 law. Nexon is entitled to injunctive relief to restrain and enjoin Defendants'
22 continuing infringing conduct.

23 110. As a direct and proximate result of Defendants' conduct, pursuant to
24 17 U.S.C. § 1203(c), Nexon is entitled to profits attributable to Defendants'
25 violations of 17 U.S.C § 1201.

26 111. Alternatively, Nexon is entitled to the maximum statutory damages,
27 pursuant to 17 U.S.C. § 1203(c), in the amount of \$2,500 with respect to each act
28 of circumvention, device, product, component, offer, or performance of service.

1 112. Nexon further is entitled to its attorneys' fees and full costs pursuant
2 to 17 U.S.C. § 1203(b).

3
4 **COUNT VI**

5 **Unlawful Circumvention, 17 U.S.C. § 1201(a)(1)**

6 113. Nexon realleges each and every allegation set forth in Paragraphs 1
7 through 112, inclusive, and incorporates them by reference herein.

8 114. HackShield and the MapleStory client are comprised of or contain
9 technological measures that effectively control access to MapleStory, including to
10 restricted memory locations and to the contents of packets transmitted between the
11 MapleStory client and Nexon's MapleStory server.

12 115. In creating each of the Hacks, Defendants engaged in circumvention
13 of technological measures that effectively control access to the MapleStory client
14 and code contained therein. Among other things, Defendants circumvented access-
15 control technologies contained in HackShield and the MapleStory client in order to
16 obtain access to restricted memory locations and to decrypt data contained in
17 MapleStory packets.

18 116. In using each of the Hacks and creating their own Hacks, users of the
19 GamerSoul Website and of the Hacks engaged in circumvention of technological
20 measures that effectively control access to MapleStory. Defendants aided and
21 abetted that conduct, including by providing such users with the tools to
22 circumvent, encouraging them to engage in circumvention activities, providing
23 instructions and tutorials on how to circumvent, and offering ongoing technical
24 support and assistance.

25 117. Defendants' acts constituting DMCA violations have been and
26 continue to be performed without the permission, authorization, or consent of
27 Nexon.

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

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

5 120. As a result of Defendants' acts and conduct, Nexon has sustained and
6 will continue to sustain substantial, immediate, and irreparable injury, for which
7 there is no adequate remedy at law. Nexon 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. Nexon has no adequate remedy at
10 law. Nexon is entitled to injunctive relief to restrain and enjoin Defendants'
11 continuing infringing conduct.

12 121. As a direct and proximate result of Defendants' conduct, pursuant to
13 17 U.S.C. § 1203(c), Nexon is entitled to profits attributable to Defendants'
14 violations of 17 U.S.C § 1201.

15 122. Alternatively, Nexon is entitled to the maximum statutory damages,
16 pursuant to 17 U.S.C. § 1203(c), in the amount of \$2,500 with respect to each act
17 of circumvention, device, product, component, offer, or performance of service.
18 Nexon further is entitled to its attorneys' fees and full costs pursuant to 17 U.S.C.
19 § 1203(b).

20
21 **COUNT VII**

22 **Breach of ToU and EULA**

23 123. Nexon realleges each and every allegation set forth in Paragraphs 1
24 through 122, inclusive, and incorporates them by reference herein.

25 124. Defendants' actions, as stated above, constitute breach of the ToU and
26 EULA entered into or agreed to by Defendants, in violation of the laws of the State
27 of California, by reason of which Nexon has suffered and will continue to suffer
28 harm and irreparable injury.

1 **COUNT VIII**

2 **Intentional Interference with Contractual Relations**

3 125. Nexon realleges each and every allegation set forth in Paragraphs 1
4 through 124, inclusive, and incorporates them by reference herein.

5 126. As described herein, before playing the game, licensed users of
6 MapleStory must first assent to the ToU and EULA, thereby creating contracts
7 between the users and Nexon. Among other provisions, the ToU provides that the
8 user may not “[m]odify the Software, Cash Items or the Service to change game
9 play, including without limitation, creating cheats and/or hacks or using third-party
10 software to access files in the Software or Service”

11 127. Nexon’s contracts with its users are valid and enforceable.

12 128. Nexon is informed and believes, and on that basis avers, that
13 Defendants are aware of the contracts between Nexon and its users, and
14 additionally are aware of the Nexon ToU and EULA by virtue of their own
15 personal Nexon accounts. Defendants specifically are aware that the ToU and
16 EULA prohibit MapleStory players from using or providing unauthorized
17 hacks/cheats. Nevertheless, Defendants intentionally induce users of MapleStory
18 to use the Hacks in breach of MapleStory users’ contracts with Nexon.

19 129. By inducing licensed users to breach their contracts with Nexon,
20 Defendants intentionally interfere with the contracts between Nexon and licensed
21 users of MapleStory.

22 130. Defendants’ actions were committed willfully and knowingly.
23 Defendants knowingly induced breaches with an improper motive, namely to profit
24 from “donations” or other fees received from players for the Hacks, which harm
25 the MapleStory game experience and which Defendants knew Nexon prohibited.

26 131. As a result of Defendants’ actions, Nexon has suffered damage in an
27 amount to be proven at trial, including but not limited to loss of goodwill among

1 MapleStory users, diversion of Nexon resources to attempt to prevent the
2 development of hacks, loss of revenue from terminated users, and decreased
3 revenue.

4 132. Defendants' intentional interference with the contracts between
5 Nexon and its licensed users entitle Nexon to injunctive relief and compensatory
6 damages, and other available relief.

7
8 **COUNT IX**

9 **Violation of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030(a)(5)**

10 133. Nexon realleges each and every allegation set forth in Paragraphs 1
11 through 132, inclusive, and incorporates them by reference herein.

12 134. Nexon's MapleStory Server is a "protected computer" as defined in
13 the United States Computer Fraud and Abuse Act (18 U.S.C. § 1030), through
14 which data is transmitted and communicated in interstate and/or foreign commerce
15 or communication.

16 135. By virtue of their use and distribution of the Hacks, Defendants
17 knowingly caused the transmission of a program, information, code, or command,
18 and as a result of such conduct caused damage without authorization, to a protected
19 computer. Defendants specifically knew that the use of the Hacks by themselves
20 or others (at their direction and with their assistance) would impair the operation of
21 Nexon's MapleStory server, cause the MapleStory server to crash, slow, or deny
22 service to MapleStory customers, and degrade the quality of Nexon's services to its
23 users.

24 136. As a direct result of Defendants' conduct, Nexon has suffered harm in
25 an amount to be determined at trial, but in no event less than \$5,000. Such harm
26 includes, but is not limited to, the costs of resetting and rebooting network servers
27 that fail or glitch because of the use of Hacks, the lost revenue resulting from time
28 lost as a result of disabled network servers, and the lost customers and goodwill

1 from network down-time. Nexon seeks compensatory damages for such harm
2 under 18 U.S.C. § 1030(g).

3 137. As a result of Defendants' acts and conduct, Nexon has sustained and
4 will continue to sustain substantial, immediate, and irreparable injury, for which
5 there is no adequate remedy at law. Nexon is informed and believes, and on that
6 basis avers, that unless enjoined and restrained by this Court, Defendants will
7 continue to cause harm to Nexon. Nexon has no adequate remedy at law. Nexon
8 is entitled to injunctive relief to restrain and enjoin Defendants' conduct.

9

10

COUNT IX

11

Unfair Competition, Cal. Bus. & Prof. Code § 17200

12

13

138. Nexon realleges each and every allegation set forth in Paragraphs 1
through 137, inclusive, and incorporates them by reference herein.

14

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139. Defendants' conduct constitutes fraudulent, unlawful, or unfair
competition as defined by California Bus. & Prof. Code § 17200, et seq.

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140. As a result of Defendants' acts and conduct, Nexon has sustained and
will continue to sustain substantial, immediate, and irreparable injury, for which
there is no adequate remedy at law. Nexon is informed and believes, and on that
basis avers, that unless enjoined and restrained by this Court, Defendants will
continue to cause harm to Nexon. Nexon has no adequate remedy at law. Nexon
is entitled to injunctive relief to restrain and enjoin Defendants' conduct.

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23

PRAYER FOR RELIEF

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25

26

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

27

28

1. Preliminarily and permanently enjoining Defendants, their officers,
employees, agents, subsidiaries, representatives, distributors, dealers, members,

1 affiliates, and all persons acting in concert or participation with them from:
2 (i) infringing Nexon's copyrighted works; (ii) inducing or contributing to third-
3 party infringements of Nexon's copyrighted works; (iii) intentionally interfering
4 with Nexon's contracts with players; (iv) circumventing HackShield and
5 MapleStory and trafficking in circumvention devices; (v) violating the MapleStory
6 ToU and EULA; and (vi) any other conduct arising from the use or dissemination
7 of hacks and cheats (or tools enabling the use of hacks and cheats) designed to alter
8 MapleStory.

9 2. Requiring Defendants to shut down the Riu Kuzaki Website, the
10 GamerSoul Website, and any colorable copy thereof, hosted at any domain,
11 address, location, or ISP within the jurisdiction of this Court.

12 3. Requiring Defendants to immediately and permanently cease
13 distributing any of the Hacks, including by linking to any of the Hacks or
14 providing directions to the location of any of the Hacks.

15 4. Requiring Defendants to deliver to Nexon all copies of materials that
16 infringe or violate any of Nexon's rights described herein.

17 5. Requiring Defendants to provide Nexon with an accounting of any
18 and all sales of products or services that infringe or violate any of Nexon's rights
19 described herein.

20 6. Awarding Nexon monetary relief including damages sustained by
21 Nexon in an amount not yet determined, including actual or statutory damages for
22 copyright infringement and willful copyright infringement under 17 U.S.C. §§ 504
23 and 1203, as appropriate.


24 7. Awarding Nexon its costs and attorneys' fees in this action pursuant
25 to 17 U.S.C. §§ 505 and 1203 and other applicable laws.

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

Dated: March 1, 2012

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

By: 

Marc E. Mayer
Attorneys for Plaintiffs

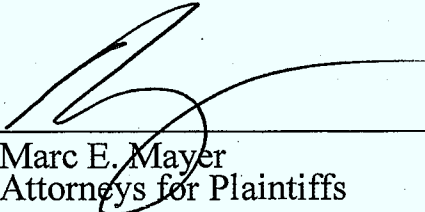
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JURY DEMAND

Plaintiffs Nexon America Inc. and NEXON Korea Corporation hereby demand a trial by jury on all matters and issues so triable.

Dated: March 1, 2012

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

By: 

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NEXON AMERICA, INC., a Delaware corporation,
and NEXON KOREA CORPORATION, a Korean
corporation,

PLAINTIFF(S)

v.

RYAN MICHAEL CORNWALL a/k/a "Riu Kuzaki" and
"Alexandria Cornwall"; YANGYU ZHOU a/k/a "Yang Yu,"
"W8baby," and "Gamersoul"; DOUGLAS CRANE a/k/a
"DJ" and "Lonerboy"; WILLIAM "BILLY" KEISTER a/k/a
"ThePhoneGuy"; AMARJOT GILL a/k/a "Alphaamar";
DEREK OSGOOD a/k/a "Jayce"; COLIN JOHNSON a/k/a
"Colin_"; LINDA LIU a/k/a "linnyda942"; JEREMY
SIMPSON; V.H. a/k/a "Vince"; DOE 1 a/k/a "Bizarro" and
"Andrew," DOE 2 a/k/a "Cam1596," and DOES 3 through
10, inclusive

DEFENDANT(S).

CASE NUMBER
12-00160-RSWL (FFMx)

SUMMONS

TO DEFENDANT(S): RYAN MICHAEL CORNWALL a/k/a "Riu Kuzaki" and "Alexandria Cornwall";
YANGYU ZHOU a/k/a "Yang Yu," "W8baby," and "Gamersoul"; DOUGLAS CRANE a/k/a "DJ" and
"Lonerboy"; WILLIAM "BILLY" KEISTER a/k/a "ThePhoneGuy"; AMARJOT GILL a/k/a "Alphaamar";
DEREK OSGOOD a/k/a "Jayce"; COLIN JOHNSON a/k/a "Colin_"; LINDA LIU a/k/a "linnyda942";
JEREMY SIMPSON; V.H. a/k/a "Vince"; DOE 1 a/k/a "Bizarro" and "Andrew," DOE 2 a/k/a "Cam1596," and
DOES 3 through 10, inclusive

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you
must serve on the plaintiff an answer to the attached complaint amended complaint
 counterclaim cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer
or motion must be served on the plaintiff's attorney, Marc E. Mayer, whose address is Mitchell Silberberg &
Knupp LLP, 11377 W. Olympic Boulevard, Los Angeles, California 90064. If you fail to do so, judgment by
default will be entered against you for the relief demanded in the complaint. You also must file your answer or
motion with the court.

Clerk, U.S. District Court

Dated: MAR - 1 2012

By: 

Deputy Clerk

(Seal of the Court)[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

