

1 RYAN M. CORNWALL

2 riukuzaki@gmail.com

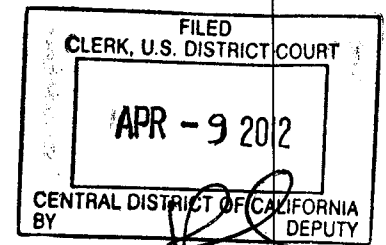
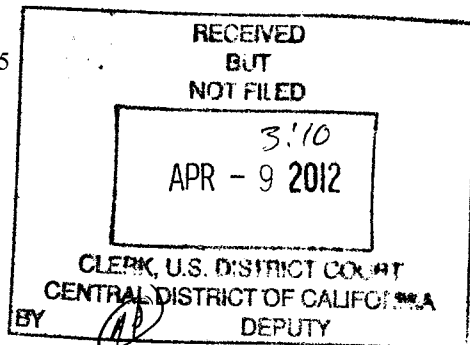
3 1818 S 2ND ST., APT. 55

4 Waco, Texas 76706

5 Telephone: N/A

6 Facsimile: N/A

7 Defendant In Pro Per



8 UNITED STATES DISTRICT COURT  
9  
10 CENTRAL DISTRICT OF CALIFORNIA

11 NEXON AMERICA, INC., a Delaware corporation, and ) Case No.: CV12- 160 RSWL (FFMx)  
12 NEXON KOREA CORPORATION, a Korean )  
13 corporation, ) FIRST AMENDED ANSWER

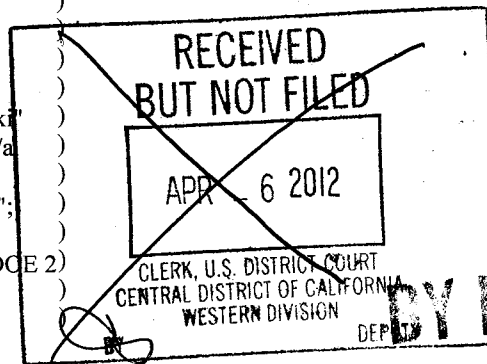
14 Plaintiffs,

15 Jury Trial Demanded: No

16 v.

17 RYAN MICHAEL CORNWALL a/k/a "Riu Kuzaki"  
18 and "Alexandria Cornwall"; YANGYU ZHOU a/k/a  
19 "Yang Yu," "W8baby," and "Gamersoul"; RYAN  
20 GRIFFIN-CRANE a/k/a "Dee Jay" and "Lonerboy";  
21 VINCENT HAI; GAMERSOUL.COM (formerly  
22 W8BABY.COM); DOE 1 a/k/a "Alphamar"; and DOE 2  
23 a/k/a "Bizarro" and "Andrew,"

24 Defendants.



25 Defendant Ryan Cornwall hereby referred to as (the "Defendant"), states for their First Amended Answer to  
26 the First Amended Complaint of Plaintiffs NEXON Korea Corporation and Nexon America, Inc. (collectively,  
27 "Nexon" or the "Plaintiffs"), as follows:

28 ANSWER TO FIRST AMENDED COMPLAINT

DENIAL OF ALLEGATIONS NOT ADMITTED

Except as expressly admitted herein, Defendant denies each and every allegation in Nexon's Complaint,  
including any allegations that may be deemed to be contained in any heading or caption in Nexon's Complaint.

1           1.       Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
2 allegations and legal conclusions contained in paragraph 1 and, on that basis, denies them.

3           2.       Defendant admits the allegations in paragraph 2.

4           3.       Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
5 allegations contained in paragraph 3 and, on that basis, denies them.

6           4.       Defendant denies the allegations in paragraph 4.

7  
8                                   **JURISDICTION AND VENUE**

9           5.       Defendant admits that Nexon considers this to be a civil action seeking damages and injunctive  
10 relief under the Copyright Act, 17 U.S.C. § 101, et seq., the Digital Millennium Copyright Act ("DMCA"), 17  
11 U.S.C. § 1201, et seq., the Computer Fraud and Abuse Act, 18 U.S.C. § 1030, and under the laws of the State of  
12 California. Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
13 remaining portion of the allegations contained in paragraph 5 and, on that basis, denies them.

14          6.       Defendant admits the allegations in paragraph 6.

15          7.       Defendant admits that this Court has personal jurisdiction over Defendant. Defendant is without  
16 sufficient knowledge or information to form a belief as to the truth of the remaining portion of the allegations  
17 contained in paragraph 7 and, on that basis, denies them.

18          8.       Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
19 allegations contained in paragraph 8 and, on that basis, denies them.

20  
21                                   **THE PARTIES**

22          9.       Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
23 allegations contained in paragraph 9 and, on that basis, denies them.

24          10.      Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
25 allegations contained in paragraph 10 and, on that basis, denies them.

26          11.      Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
27 allegations contained in paragraph 11 and, on that basis, denies them.

28          12.      Defendant is without sufficient knowledge or information to form a belief as to the truth of the

1 allegations contained in paragraph 12 and, on that basis, denies them.

2 13. Defendant admits that Ryan Michael Cornwall (a/k/a "Alexandria Cornwall") is an individual  
3 residing in Waco, Texas. Defendant admits that Cornwall is the owner, operator and/or creator of, and the driving  
4 force behind, the Internet website www.riukuzaki.net. Defendant admits that Cornwall is the developer of software  
5 products including the RiME Memory Editor, the RiPE Packet Editor, and Riu's Trainer. Defendant denies the  
6 remaining portion of the allegations contained in paragraph 13.

7 14. Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
8 allegations contained in paragraph 14 and, on that basis, denies them.

9 15. Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
10 allegations contained in paragraph 15 and, on that basis, denies them.

11 16. Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
12 allegations contained in paragraph 16 and, on that basis, denies them.

13 17. Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
14 allegations contained in paragraph 17 and, on that basis, denies them.

15 18. Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
16 allegations contained in paragraph 18 and, on that basis, denies them.

17 19. Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
18 allegations contained in paragraph 19 and, on that basis, denies them.

19 20. Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
20 allegations contained in paragraph 20 and, on that basis, denies them.

21 21. Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
22 allegations contained in paragraph 21 and, on that basis, denies them.

23 22. Defendant is informed and believes, and on that basis admits, that V.H. (a/k/a Vince) is a minor  
24 and thus is referred to herein by his initials. Defendant is without sufficient knowledge or information to form a  
25 belief as to the truth of the remaining allegations contained in paragraph 22 an, on that basis, denies them.

26 23. Defendant admits that Doe 1 (a/k/a "Bizarro") is the developer of the software program known as  
27 "Bizarro's Trainer" ("BT"). Defendant is without sufficient knowledge or information to form a belief as to the truth  
28 of the remaining portion of the allegations contained in paragraph 23 and, on that basis, denies them.

1           24.       Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
2       allegations contained in paragraph 24 and, on that basis, denies them.

3  
4                                   **FACTS APPLICABLE TO ALL CLAIMS**

5                                   **Nexon's MapleStory Computer Game**

6           25.       Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
7       allegations contained in paragraph 25 and, on that basis, denies them.

8           26.       Defendant admits that MapleStory is a "massively multiplayer role playing game" ("MMORPG").  
9       Defendant admits that in MapleStory, players can interact with others through chatting or trading. Defendant admits  
10      that as players move through the game and defeat foes, they acquire "experience points" and obtain items, such as  
11      weapons, money, and armor. Defendant is without sufficient knowledge or information to form a belief as to the  
12      truth of the remaining portion of the allegations contained in paragraph 26 and, on that basis, denies them.

13          27.       Defendant admits that from within the game or from the Nexon website, users may purchase  
14      "virtual goods" (in-game items, such as clothing, weapons, armor, or pets, that customize a user's character and the  
15      in-game experience) using virtual currency, known as "NX Cash." Defendant is without sufficient knowledge or  
16      information to form a belief as to the truth of the remaining portion of the allegations contained in paragraph 27 and,  
17      on that basis, denies them.

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

20          28.       Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
21      allegations contained in paragraph 28 and, on that basis, denies them.

22          29.       Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
23      allegations contained in paragraph 29 and, on that basis, denies them.

24          30.       Defendant admits the allegations in paragraph 30.

25          31.       Defendant admits that while a user is playing MapleStory, the MapleStory client and server  
26      engage in a rapid and continuous stream of back-and-forth communication. This communication takes place via the  
27      transmission of data "packets." These "packets" communicate the critical information that allows the game to  
28      function, such as what each player is doing at any given time, what the game's characters or environments are doing,

1 and how the game reacts to the player's actions. From the perspective of the player, the data transmission process is  
2 seamless. Defendant is without sufficient knowledge or information to form a belief as to the truth of the remaining  
3 portion of the allegations contained in paragraph 31 and, on that basis, denies them.

4 32. Defendant admits that when the MapleStory client is running on a user's computer, it copies or  
5 "injects" certain code into the computer's Random Access Memory ("RAM") to be processed by the computer.  
6 Hackers attempt to locate these memory locations, alter the code being processed at these memory locations, and/or  
7 inject new or additional code or "scripts" into the computer's memory. Defendant is without sufficient knowledge or  
8 information to form a belief as to the truth of the remaining portion of the allegations contained in paragraph 32 and,  
9 on that basis, denies them.

10 33. Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
11 allegations contained in paragraph 33 and, on that basis, denies them.

12  
13 Technical Security Measures

14 34. Defendant admits that each time that a user launches the MapleStory client software, a third party  
15 software program known as "HackShield" also is launched alongside the client. Defendant is without sufficient  
16 knowledge or information to form a belief as to the truth of the remaining portion of the allegations contained in  
17 paragraph 34 and, on that basis, denies them.

18 35. Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
19 allegations contained in paragraph 35 and, on that basis, denies them.

20 36. Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
21 allegations contained in paragraph 36 and, on that basis, denies them.

22  
23 Contractual Measures

24 37. Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
25 allegations contained in paragraph 37 and, on that basis, denies them.

26 38. Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
27 allegations contained in paragraph 38 and, on that basis, denies them.

39. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 39 and, on that basis, denies them.

40. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 40 and, on that basis, denies them.

41. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 41 and, on that basis, denies them.

42. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 42 and, on that basis, denies them.

## The Riu Kuzaki Hack Software And Website

43. Defendant admits that Defendant Cornwall is the owner and operator of www.riukuzaki.net (the "Riukuzaki Website") and is the author of several software products that enable users to alter and manipulate the MapleStory game. These software products include, but are not limited to, "RiPE" (and its variant "RiPE Star"), "Riu Trainer" (collectively, the "Riukuzaki Hacks"). Defendant denies the remaining portion of the allegations in paragraph 43.

44. Defendant admits that "RiPE" is what is known as a MapleStory "packet editor." RiPE enables users of MapleStory to engage in "packet hacking." Specifically, RiPE allows users to view and edit the contents of the packets being transmitted between the MapleStory client and Nexon's MapleStory server, and then to create and "inject" (or send) new packets. Defendant is without sufficient knowledge or information to form a belief as to the truth of the remaining portion of the allegations contained in paragraph 44 and, on that basis, denies them.

45. Defendant admits that "Injector Gadget" is a software product known as a ".dll injector." Defendant is without sufficient knowledge or information to form a belief as to the truth of the remaining portion of the allegations contained in paragraph 45 and, on that basis, denies them.

46. Defendant admits that "Riu Trainer" incorporates a variety of memory hacks into its operation. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations in the third sentence of paragraph 46 and, on that basis, denies them. Defendant denies the remaining portion of the allegations in paragraph 46.

1           47.       Defendant denies the allegations in the fourth sentence of paragraph 47. Defendant is without  
2 sufficient knowledge or information to form a belief as to the truth of the remaining portion of the allegations  
3 contained in paragraph 47 and, on that basis, denies them.

4           48.       Defendant denies the allegations in the second sentence of paragraph 48. Defendant denies the  
5 allegations in the third sentence of paragraph 48. However, Cornwall promoted "Injector Gadget" as the "only  
6 injector (that I know of) with manual injection. This method of injection offers the highest level of stealth for  
7 injected DLLs. Using this, it is possible to inject into such games as WonderKing NA without the DLLs being  
8 detected." "Such games" does not include MapleStory. Defendant denies the remaining portion of the allegations  
9 contained in paragraph 48.

10          49.       Defendant denies part of the allegations in the first sentence of paragraph 49. However, Cornwall  
11 does offer a free, trial version of "RiPE" for download on the Riukuzaki Website. Defendant admits the allegations  
12 that there were "scripts" on the Riukuzaki Website. However, Defendant is not responsible for the "scripts" offered  
13 on the Riukuzaki Website as these are created and maintained by a third party. Defendant admits the allegations in  
14 the third sentence of paragraph 49. Defendant is without sufficient knowledge or information to form a belief as to  
15 the truth of the remaining portion of the allegations contained in paragraph 49 and, on that basis, denies them.

16          50.       Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
17 allegations contained in paragraph 50 and, on that basis, denies them.

18  
19                               **The GamerSoul Hack Software and Website**

20          51.       Defendant denies the allegations in the second sentence of paragraph 51. Defendant denies the  
21 third paragraph of paragraph 51. Defendant is without sufficient knowledge or information to form a belief as to the  
22 truth of the remaining portion of the allegations contained in paragraph 51 and, on that basis, denies them.

23          52.       Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
24 allegations contained in paragraph 52 and, on that basis, denies them.

25          53.       Defendant admits the allegations that Nexon is informed and believes, and on that basis avers, that  
26 Defendants themselves developed the GamerSoul Hacks, commissioned third parties to develop the GamerSoul  
27 Hacks, encouraged or facilitated the development of the GamerSoul Hacks, worked closely in concert with  
28 individuals who developed the GamerSoul Hacks, distributed the GamerSoul Hacks or caused the GamerSoul Hacks

1 to be distributed, or otherwise participated in, directed, or oversaw the creation and distribution of the Hacks.

2 Defendant is without sufficient knowledge or information to form a belief as to the truth of the remaining portion of  
3 the allegations contained in paragraph 53 and, on that basis, denies them.

4 54. Defendant admits the allegations in paragraph 54.

5 55. Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
6 allegations contained in paragraph 55 and, on that basis, denies them.

7 56. Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
8 allegations contained in paragraph 56 and, on that basis, denies them.

9 57. Defendant admits the allegations that the GamerSoul website contains a number of message  
10 boards or "forums" in which users communicate with each other about issues related to hacking MapleStory and  
11 offer links to a variety of hacks and cheats. Defendant is without sufficient knowledge or information to form a  
12 belief as to the truth of the remaining portion of the allegations contained in paragraph 57 and, on that basis, denies  
13 them.

14 58. Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
15 allegations contained in paragraph 58 and, on that basis, denies them.

16  
17 **Defendant's Willful Infringement**

18 59. Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
19 allegations contained in paragraph 59 and, on that basis, denies them.

20 60. Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
21 allegations contained in paragraph 60 and, on that basis, denies them.

22 61. Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
23 allegations contained in paragraph 61 and, on that basis, denies them.

24  
25 **The Harm to Nexon From Defendant's Conduct**

26 62. Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
27 allegations contained in paragraph 62 and, on that basis, denies them.

63. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 63 and, on that basis, denies them.

64. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 64 and, on that basis, denies them.

65. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 65 and, on that basis, denies them.

66. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 66 and, on that basis, denies them.

**COUNT I**

## Direct Copyright Infringement

67. Defendant admits that Nexon realleges each and every allegation set forth in Paragraphs 1 through 66, inclusive, and incorporate them by reference herein.

68. Defendant admits that Nexon owns a valid copyright in MapleStory, but only for "MapleStory version 75." Defendant denies the remaining portion of the allegations in paragraph 68.

69. Defendant denies the allegations in paragraph 69.

70. Paragraph 64 asserts legal conclusions to which no answers are required. To the extent that answer are required, Defendant denies the allegations in paragraph 70.

71. Defendant denies the allegations in paragraph 71.

72. Defendant denies the allegations in paragraph 72.

73. Defendant denies the allegations in paragraph 73.

74. Defendant denies the allegations in paragraph 74.

**COUNT II**

## Inducement to Infringe Copyright

75. Defendant admits that Nixon realleges each and every allegation set forth in Paragraphs 1 through 74, inclusive, and incorporate them by reference herein.

76. Defendant denies the allegations in paragraph 76.

1           77.     Defendant denies the allegations in paragraph 77.

2           78.     Defendant denies the allegations in paragraph 78.

3           79.     Defendant denies the allegations in paragraph 79.

4           80.     Defendant denies the allegations in paragraph 80.

5           81.     Defendant denies the allegations in paragraph 81.

6           82.     Defendant denies the allegations in paragraph 82.

7  
8                                   **COUNT III**

9                                   **Contributory Copyright Infringement**

10           83.     Defendant admits that Nexon realleges each and every allegation set forth in Paragraphs 1 through  
11 82, inclusive, and incorporate them by reference herein.

12           84.     Defendant denies the allegations in paragraph 84.

13           85.     Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
14 allegations contained in paragraph 85 and, on that basis, denies them.

15           86.     Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
16 allegations contained in paragraph 86 and, on that basis, denies them.

17           87.     Defendant denies the allegations in paragraph 87.

18           88.     Defendant denies the allegations in paragraph 88.

19           89.     Defendant denies the allegations in paragraph 89.

20           90.     Defendant denies the allegations in paragraph 90.

21  
22                                   **COUNT IV**

23                                   **Vicarious Copyright Infringement**

24           91.     Defendant admits that Nexon realleges each and every allegation set forth in Paragraphs 1 through  
25 90, inclusive, and incorporate them by reference herein.

26           92.     Defendant denies the allegations in paragraph 92.

27           93.     Defendant denies the allegations in paragraph 93.

94. Defendant admits that Cornwall derives a direct financial benefit from sales of the Hacks and from financial "donations" from users of the Hacks. Defendant is without sufficient knowledge or information to form a belief as to the truth of the remaining portion of the allegations contained in paragraph 94 and, on that basis, denies them.

95. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 95 and, on that basis, denies them.

96. Defendant denies the allegations in paragraph 96.

97. Defendant denies the allegations in paragraph 97.

98. Defendant denies the allegations in paragraph 98.

99. Defendant denies the allegations in paragraph 99.

**COUNT V**

**Trafficking in Circumvention Devices, 17 U.S.C. § 1201(a)(2)**

100. Defendant admits that Nexon realleges each and every allegation set forth in Paragraphs 1 through 99, inclusive, and incorporate them by reference herein.

101. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 101 and, on that basis, denies them.

102. Defendant denies the allegations in paragraph 102.

103. Defendant denies that RiPE (and its variant "RiPE Star"), "Injector Gadget," Riu's Trainer, and RiME Memory Editor have no commercially significant purpose or use other than to circumvent a technological measure that effectively controls access to copyrighted work and that protects the exclusive rights of copyright owners. Defendant is without sufficient knowledge or information to form a belief as to the truth of the remaining portion of the allegations contained in paragraph 103 and, on that basis, denies them.

104. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 104 and, on that basis, denies them.

105. Defendant denies the allegations in paragraph 105.

106. Defendant denies the allegations in paragraph 106.

107. Defendant denies the allegations in paragraph 107.

1 108. Defendant denies the allegations in paragraph 108.

2 109. Defendant denies the allegations in paragraph 109.

3 110. Defendant denies the allegations in paragraph 110.

4 111. Defendant denies the allegations in paragraph 111.

5 112. Defendant denies the allegations in paragraph 112.

6  
7 **COUNT VI**

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

9 113. Defendant admits that Nexon realleges each and every allegation set forth in Paragraphs 1 through  
10 112, inclusive, and incorporate them by reference herein.

11 114. Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
12 allegations contained in paragraph 114 and, on that basis, denies them.

13 115. Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
14 allegations contained in paragraph 115 and, on that basis, denies them.

15 116. Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
16 allegations contained in paragraph 116 and, on that basis, denies them.

17 117. Defendant denies the allegations in paragraph 117.

18 118. Defendant denies the allegations in paragraph 118.

19 119. Defendant denies the allegations in paragraph 119.

20 120. Defendant denies the allegations in paragraph 120.

21 121. Defendant denies the allegations in paragraph 121.

22 122. Defendant denies the allegations in paragraph 122.

23  
24 **COUNT VII**

25 **Breach of ToU and EULA**

26 123. Defendant admits that Nexon realleges each and every allegation set forth in Paragraphs 1 through  
27 122, inclusive, and incorporate them by reference herein.

28 124. Defendant denies the allegations in paragraph 124.

1  
2 **COUNT VIII**

3 **Intentional Interference with Contractual Regulations**

4 125. Defendant admits that Nexon realleges each and every allegation set forth in Paragraphs 1 through  
5 124, inclusive, and incorporate them by reference herein.

6 126. Defendant admits the allegations in paragraph 126.

7 127. Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
8 allegations contained in paragraph 127 and, on that basis, denies them.

9 128. Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
10 allegations contained in paragraph 128 and, on that basis, denies them.

11 129. Defendant denies the allegations in paragraph 129.

12 130. Defendant denies the allegations in paragraph 130.

13 131. Defendant denies the allegations in paragraph 131.

14 132. Defendant denies the allegations in paragraph 132.

15  
16 **COUNT IX**

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

18 133. Defendant admits that Nexon realleges each and every allegation set forth in Paragraphs 1 through  
19 132, inclusive, and incorporate them by reference herein.

20 134. Defendant is without sufficient knowledge or information to form a belief as to the truth of the  
21 allegations contained in paragraph 134 and, on that basis, denies them.

22 135. Defendant denies the allegations in paragraph 135.

23 136. Defendant denies the allegations in paragraph 136.

24 137. Defendant denies the allegations in paragraph 137.

25  
26 **COUNT X**

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

1           138. Defendant admits that Nexon realleges each and every allegation set forth in Paragraphs 1 through  
2 137, inclusive, and incorporate them by reference herein.

3           139. Defendant denies the allegations in paragraph 139.

4           140. Defendant denies the allegations in paragraph 140.

5  
6                                   **AFFIRMATIVE DEFENSES**

7           Defendant hereby asserts the following Affirmative Defenses in this case:

8  
9                                   **First Affirmative Defense**

10           By and through this suit, Nexon is attempting to illegally expand the legitimate scope of any copyright they  
11 own in their game products. Such actions constitute copyright misuse, thereby rendering any and all asserted  
12 copyrights unenforceable.

13  
14                                   **Second Affirmative Defense**

15                                   **(Estoppel)**

16           Plaintiffs are estopped from enforcing any applicable copyrights based on their acts, statements, conduct,  
17 representations and/or omissions, which reasonably led the Defendant to believe that he/she would not be sued for  
18 copyright infringement based on the activities of the Defendant and on which the Defendant relied to his/her  
19 detriment.

20  
21                                   **Third Affirmative Defense**

22                                   **(Laches, Waiver, Acquiescence, and Implied Consent)**

23           Plaintiffs' copyright claims are barred by acquiescence, laches, implied consent and/or waiver.

24  
25                                   **Fourth Affirmative Defense**

26           Plaintiffs' contributory and vicarious copyright claims are barred to the extent any person, based on whose  
27 behavior Plaintiffs seek to hold the Defendant liable, are innocent infringers.

1 **Fifth Affirmative Defense**

2 Defendant has good reason to believe that Plaintiffs do not hold a registered copyright for any of the  
3 versions of MapleStory that the Defendant used, modified, or in any way interacted with. Because of this, and/or  
4 based on the ruling in Airframe Systems, Inc. v L-3 Communications Corp., Plaintiffs cannot sue for copyright on  
5 the versions of MapleStory that the Defendant used, modified, or in any way interacted with.

6  
7 **Sixth Affirmative Defense**

8 Defendant's actions are lawful under Title 17, Section 1201(c) and/or 1201(f).

9  
10 **Seventh Affirmative Defense**

11 Defendant's actions are lawful because Title 17, Section 1201(a) is unconstitutional on its face and as  
12 applied under the First Amendment and/or the Copyright Clause of the United States Constitution and because  
13 passing Section 1201(a) is not a valid exercise of Congress' enumerated powers.

14  
15 **Eighth Affirmative Defense**

16 The Complaint fails to state a claim upon which relief can be granted.

17  
18 **Ninth Affirmative Defense**

19 Count VII (Breach of ToU and EULA) fails to state a claim upon which relief can be granted.

20  
21 **Tenth Affirmative Defense**

22 **(Unclean Hands)**

23 Nexon's Claims are barred by the unclean hands doctrine.

24  
25 **Eleventh Affirmative Defense**

26 Nexon has not suffered any damages as a result of the acts alleged to have been committed by the  
27 Defendant.

1 **Twelfth Affirmative Defense**

2 Nexon's Claim for intentional interference with contractual relations is improper under the law in that the  
3 Defendant did not act improperly with regard to motive or means.  
4

5 **Thirteenth Affirmative Defense**

6 Nexon's Claim for intentional interference with contractual relations is improper under the law in that  
7 Nexon suffered no damages or loss of goodwill resulting from any alleged acts by the Defendant.  
8

9 **Fourteenth Affirmative Defense**

10 Nexon's Claim for intentional interference with contractual relations is improper under the law in that  
11 Nexon's EULA and TOS agreements are not valid or enforceable.  
12

13 **Fifteenth Affirmative Defense**

14 Nexon's Claim for contributory and vicarious copyright infringement is improper under the law in  
15  
16 that any use of Nexon's computer code by third parties constitutes fair use of said code.  
17

18 **Sixteenth Affirmative Defense**

19 Nexon's Claim for contributory and vicarious copyright infringement is improper under the law in that  
20 Nexon's EULA and TOS agreements unlawfully preclude third parties from utilizing lawful third party software.  
21

22 **Seventeenth Affirmative Defense**

23 Nexon's Claim for violation of the Digital Millennium Copyright Act is improper under the law in that the  
24 Defendant's programs do not circumvent any security measure for the purpose of making an unauthorized copy of  
25 any copyright protected information owned by Nexon.  
26

27 **Eighteenth Affirmative Defense**

1 Nexon's Claim for unfair competition is improper under the law in that the Defendant has competed fairly  
2 in the marketplace through independent development of software programs that have caused Nexon no damage.

3  
4 **Nineteenth Affirmative Defense**

5 Defendant's alleged actions are lawful because Nexon knowingly contributed valuable information towards  
6 or assisted with the development and/or creation of such programs.

7  
8 **Twentieth Affirmative Defense**

9 Defendant never reverse engineered, looked at, modified, or in any way accessed "MapleStory version 75."

10  
11 **Twenty-First Affirmative Defense**

12 Defendant is not liable to Nexon for the claims alleged by Nexon in the Complaint because Nexon failed to  
13 mitigate the risk of the alleged damages.

14  
15 **Twenty-Second Affirmative Defense**

16 **(Proximate Cause/Substantial Factor)**

17 Parties or entities other than Defendant were negligent and at fault, and such negligence and fault  
18 proximately caused, were the substantial factor of, or contributed to the damages or losses, if any, alleged in the  
19 Complaint. Therefore, Nexon's recovery, if any, should be barred or reduced to the extent such damages were  
20 proximately caused by the carelessness, recklessness, negligence or wrongful conduct of such other parties or  
21 entities, including Nexon.

22  
23 **Twenty-Third Affirmative Defense**

24 **(Intervening or Superseding Cause)**

25 Any act or omission of Defendant was not a substantial factor in bringing about the alleged injuries and  
26 damages and was not a contributing cause thereof, but was superseded by the acts and omissions of third parties,  
27 which were independent, intervening, and the proximate cause of any damages complained of by Nexon.  
28

1 **Twenty-Fourth Affirmative Defense**

2 **(Set-Off)**

3 Defendant is entitled to an offset against any liability for the greater of (1) any amounts actually paid by  
4 any person for any of the costs and/or damages alleged in the Complaint, or (2) the equitable share of the liability of  
5 any person or entity that has received or hereafter receives a release from liability or a covenant not to sue with  
6 respect to any of the injuries, costs and damages alleged in the Complaint.

7  
8 **Twenty-Fifth Affirmative Defense**

9 **(Contribution and Indemnification)**

10 The principles of contribution and indemnification, whether statutory or common law, should be applied to  
11 determine the relative degree of fault among all parties so that no party is called upon to bear more than its share of  
12 liability.

13  
14 **Twenty-Sixth Affirmative Defense**

15 **(Contributory and Comparative Negligence)**

16 Any and all injury or damages were caused, in whole or in part, by Nexon's own negligence, carelessness,  
17 lack of due care and fault, or by the negligence, carelessness, lack of due care and fault of Nexon's predecessors in  
18 interest, their agents, employees or tenants and/or third parties excluding the Defendant. Accordingly, the  
19 Complaint and each claim presented therein, is barred, in whole or in part, by Nexon's contributory or comparative  
20 negligence.

21  
22 **Twenty-Seventh Affirmative Defense**

23 **(Unjust Enrichment)**

24 Nexon should not be awarded damages or declaratory relief for any of the claims set forth in the Complaint  
25 because such an award would unjustly enrich Nexon.

26  
27 **Twenty-Eighth Affirmative Defense**

28 **(Passive Conduct)**

1 This answering Defendant is informed and believes, and based thereon alleges, that its conduct was  
2 secondary and passive as contrasted with the active and primary conduct of other parties to this lawsuit or third  
3 parties and therefore Nexon is not entitled to recover from Defendant for the matters alleged in the Complaint.

4  
5 **Twenty-Ninth Affirmative Defense**

6 **(Reliance upon Co-Defendants' Defenses)**

7 Defendant intends to rely upon and hereby asserts any defense asserted by its named co-Defendants, or any  
8 other presumably named co-Defendant.

9  
10 **PRAYER FOR RELIEF**

11 WHEREFORE, Ryan Cornwall accordingly prays for judgment as follows:

- 12 1. That Nexon take nothing by reason of their Complaint, that judgment be rendered in favor of Defendant;  
13 2. For Cornwall's costs and disbursements in this action; and,  
14 3. For such other and further equitable and legal relief as the Court shall find just and proper.

15  
16 Dated: March 30, 2012

17 By: Ryan Cornwall  
18 Ryan M. Cornwall  
19 Defendant in pro per  
20  
21  
22  
23  
24  
25