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GAMEANARCHY, LLC, a Georgia Limited
10 Liability Company, and DAVID ALLEN
BAKER a/k/a “DRUNKEN CHEETAH,” an
11 individual

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

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

17 Plaintiff,

18 v.

19 GAMEANARCHY, LLC, a Georgia
20 Limited Liability Company, DAVID
ALLEN BAKER, a/k/a “Drunken
21 Cheetah,” an individual, and DOES 1
through 10,

22 Defendants.
23

Case No. CV12-02083 JHN (PLAx)

**DEFENDANTS GAMEANARCHY,
LLC AND DAVID ALLEN
BAKER’S ANSWER TO
PLAINTIFFS’ COMPLAINT**

24 Defendants Game Anarchy, LLC, and David Allen Baker (the “Defendants”),
25 by and through their attorneys, answer the Complaint of Plaintiffs Nexon America,
26 Inc., and Nexon Korea Corporation (the “Plaintiffs”) and assert affirmative or other
27 defenses as set forth herein. Except as expressly admitted herein, Defendants deny
28 each and every allegation in the Plaintiffs’ Complaint.

1 Defendants respond to the numbered paragraphs of the Plaintiffs' Complaint
2 as follows:

3 **Preliminary Statement**

4 1. Defendants deny the allegations in the first sentence of this paragraph
5 as they are without knowledge or information sufficient to form a belief about the
6 truth of the allegations. Defendants deny the allegations in the second sentence of
7 this paragraph as they contain legal conclusions to which no response is required.
8 The remainder of this paragraph contains only a characterization of the Complaint,
9 which speaks for itself, and to which no response is required.

10 2. Defendants deny the allegations in this paragraph as they lack
11 knowledge or information sufficient to form a belief about the truth of the
12 allegations.

13 3. Mr. Baker admits that he owns the registration of the domain name
14 <www.gameanarchy.com>. Defendants admit that they maintain the website
15 located at that domain name. Defendants admit that website offers certain forum
16 and subscription services related to online video games. Defendants deny all other
17 allegations in this paragraph.

18 4. Defendants deny the allegations in this paragraph.

19 **Jurisdiction and Venue**

20 5. Paragraph 5 contains only a characterization of the Complaint, which
21 speaks for itself, and to which no response is required.

22 6. Defendants deny that this Court has subject matter jurisdiction over the
23 claims in Plaintiffs' Complaint.

24 7. Defendants deny the allegations in Paragraph 7. In particular,
25 Defendants deny that this Court has personal jurisdiction over them. Defendants
26 deny that a substantial part of the events giving rise to the Complaint occurred
27 within the State of California. Defendants deny that they have purposefully directed
28 any activities toward the State of California. Defendants deny they are doing or

1 have done business continuously in the State of California and this District.
2 Defendants deny that they have committed wrongful acts in the State of California
3 and this District. Defendants deny they have committed infringing acts causing
4 damages and harmful effects in the State of California. Defendants deny that Nexon
5 America, Inc., has its principal place of business in and conducts its U.S. operations
6 from California as Defendants lack knowledge or information sufficient to form a
7 belief about the truth of those averments.

8 8. Defendants deny the allegations set forth in this paragraph.

9 **The Parties**

10 9. Defendants deny the allegations in this paragraph as they lack
11 knowledge or information sufficient to form a belief about the truth of the
12 allegations.

13 10. Defendants deny the allegations in this paragraph as they lack
14 knowledge or information sufficient to form a belief about the truth of the
15 allegations.

16 11. The allegations in this paragraph contain legal conclusions to which no
17 response is required. To the extent that an answer is required, Defendants deny the
18 allegations of this paragraph.

19 12. Defendants deny the allegations in this paragraph with respect to
20 Defendants. Defendants deny the allegations in this paragraph as to other
21 defendants in the Plaintiffs' Complaint because Defendants lack knowledge or
22 information sufficient to form a belief about the truth of the allegations.

23 13. Defendants admit that Game Anarchy, LLC, is a limited liability
24 company organized under the laws of the State of Georgia. Mr. Baker admits that
25 he is the registered owner of the domain name <www.gameanarchy.com>.

26 14. Defendants admit that David Allen Baker is an individual residing in
27 Georgia, but deny that he is residing in Statesboro, Georgia. Defendants admit that
28 Mr. Baker is the sole owner and shareholder of Game Anarchy, LLC. Defendants

1 deny that Mr. Baker created the “hacks” at issue in the Complaint because they lack
2 knowledge or information sufficient to form a belief about the truth of that
3 allegation. Defendants admit that Mr. Baker has some responsibility for operating
4 and administering the website located at <www.gameanarchy.com>, but deny that
5 Mr. Baker is primarily responsible for these services. Except as otherwise stated in
6 this paragraph, Defendants deny allegations in this paragraph regarding the
7 “GameAnarchy Website” because they lack knowledge or information sufficient to
8 form a belief about the truth of that allegation.

9 15. Defendants admit that certain users of the website accessed via the
10 domain name <www.gameanarchy.com> use the aliases “Flamez,” “Lord Eternal,”
11 and “Stealth.” Defendants deny the remainder of the allegations in this paragraph as
12 Defendants lack knowledge or information sufficient to form a belief about the truth
13 of the allegations.

14 16. Defendants deny the allegations in this paragraph as Defendants lack
15 knowledge or information sufficient to form a belief about the truth of the
16 allegations.

17 **Facts Applicable to All Claims**
18 **Nexon’s Combat Arms Computer Game**

19 17. The first two sentences of this paragraph contain legal conclusions to
20 which no response is required. Defendants deny the remaining allegations in this
21 paragraph as Defendants lack knowledge or information sufficient to form a belief
22 about the truth of the allegations.

23 18. To the extent this paragraph contains any claims for relief or avers any
24 facts in support of a claim to which an answer is required, Defendants lack
25 knowledge or information sufficient to form a belief regarding their truth.

26 19. To the extent this paragraph contains any claims for relief or avers any
27 facts in support of a claim to which an answer is required, Defendants lack
28 knowledge or information sufficient to form a belief regarding their truth.

1 reviewed, or consented to any “Terms of Use” or “End User License Agreement”
2 provided by either Plaintiff in connection with “Combat Arms,” Defendants deny
3 those allegations.

4 28. To the extent this paragraph contains any claims for relief or avers any
5 facts in support of a claim to which an answer is required, Defendants lack
6 knowledge or information sufficient to form a belief regarding their truth. To the
7 extent this paragraph contains implicit allegations that Defendants knew of,
8 reviewed, or consented to any “Terms of Use” or “End User License Agreement”
9 provided by either Plaintiff in connection with “Combat Arms,” Defendants deny
10 those allegations.

11 29. To the extent the first sentence of this paragraph contains any claims
12 for relief or avers any facts in support of a claim to which an answer is required,
13 Defendants lack knowledge or information sufficient to form a belief regarding their
14 truth: Defendants deny the allegations in this paragraph as Defendants lack
15 knowledge or information sufficient to form a belief about the truth of the
16 allegations. This second sentence of this paragraph contains a conclusion of law to
17 which no response is required, but to the extent it requires an answer, Defendants
18 lack knowledge or information sufficient to form a belief regarding its truth.

19 30. Defendants admit that Mr. Baker is the registered owner of the domain
20 name <www.gameanarchy.com>. Defendants admit that the website that can be
21 accessed via the domain name <www.gameanarchy.com> allows users to subscribe
22 to private forums. As to the other allegations contained in this paragraph,
23 Defendants deny the allegations in this paragraph as Defendants lack knowledge or
24 information sufficient to form a belief about the truth of the allegations.

25 31. Defendants admit that the website that can be accessed via the domain
26 name <www.gameanarchy.com> allows users to subscribe to private forums.
27 Defendants deny that they have enabled users of such website to “inject” software
28 into the “Combat Arms” video game. Defendants deny the remaining allegations

1 contained in this paragraph, in particular, Defendants deny that they have enabled
2 users of such website to modify the “Combat Arms” video game.

3 32. Except as explicitly admitted elsewhere in this Answer, Defendants
4 deny the allegations in this paragraph as Defendants lack knowledge or information
5 sufficient to form a belief about the truth of the allegations.

6 33. Defendants deny that they provide any service, software, or other
7 product or service that allows users to modify or hack into the “Combat Arms”
8 video game. To the extent this paragraph contains other allegations, Defendants
9 deny the allegations in this paragraph as Defendants lack knowledge or information
10 sufficient to form a belief about the truth of the allegations.

11 34. Except to the extent explicitly admitted elsewhere in this Answer,
12 Defendants deny the allegations contained in this paragraph because they lack the
13 knowledge or information sufficient to form a belief about such allegations.

14 35. Except to the extent explicitly admitted elsewhere in this Answer,
15 Defendants deny the allegations contained in this paragraph because they lack the
16 knowledge or information sufficient to form a belief about such allegations.

17 36. Except to the extent explicitly admitted elsewhere in this Answer,
18 Defendants deny the allegations contained in this paragraph because they lack the
19 knowledge or information sufficient to form a belief about such allegations.

20 37. Defendants deny that they provide any service, software, or other
21 product or service that allows users to modify or hack into the “Combat Arms”
22 video game. Except to the extent explicitly admitted elsewhere in this Answer,
23 Defendants deny the remaining allegations contained in this paragraph because they
24 lack the knowledge or information sufficient to form a belief about such allegations.

25 38. Defendants deny that they knew of, reviewed, or consented to any
26 “Terms of Use” or “End User License Agreement” provided by either Plaintiff in
27 connection with the “Combat Arms” video game. Defendants deny that they
28 disassembled, decompiled, or otherwise reverse engineered portions of the Combat

1 Arms client and server software. Defendants deny that they used or created
2 specialized software to circumvent protections contained within in the “Combat
3 Arms” video game. To the extent this paragraph contains additional allegations,
4 Defendants deny the allegations in this paragraph as Defendants lack knowledge or
5 information sufficient to form a belief about the truth of the allegations.

6 39. Defendants deny that they used or created specialized software to
7 circumvent or bypass HackShield in any way. To the extent this paragraph contains
8 additional allegations, Defendants deny the allegations in this paragraph as
9 Defendants lack knowledge or information sufficient to form a belief about the truth
10 of the allegations.

11 40. Defendants deny the allegations in this paragraph as Defendants lack
12 knowledge or information sufficient to form a belief about the truth of the
13 allegations.

14 **Defendants’ Willful Infringement**

15 41. Defendants deny the allegations contained in this paragraph.

16 42. Defendants deny the allegations contained in this paragraph.

17 43. Defendants deny the allegations contained in this paragraph.

18 **The Harm to Nexon from Defendants’ Conduct**

19 44. Defendants deny the allegations contained in this paragraph.

20 45. Defendants deny that have irreparably harmed the ability of Nexon’s
21 legitimate customers to enjoy and participate in the competitive online experience.
22 Defendants deny the allegations in the remainder of this paragraph as Defendants
23 lack knowledge or information sufficient to form a belief about the truth of those
24 allegations.

25 46. Defendants deny the allegations contained in this paragraph.

26 47. Defendants deny the allegations contained in this paragraph.

27 48. Defendants deny the allegations contained in this paragraph.

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COUNT I
Direct Copyright Infringement

49. This paragraph does not set forth a claim for relief or aver facts in support of a claim to which an answer is required.

50. This paragraph states a legal conclusion for which no answer is required. To the extent that an answer is required, Defendants deny the allegations of this paragraph.

- 51. Defendants deny the allegations contained in this paragraph.
- 52. Defendants deny the allegations contained in this paragraph.
- 53. Defendants deny the allegations contained in this paragraph.
- 54. Defendants deny the allegations contained in this paragraph.
- 55. Defendants deny the allegations contained in this paragraph.
- 56. Defendants deny the allegations contained in this paragraph.

COUNT II
Inducement to Infringe Copyright

57. This paragraph does not set forth a claim for relief or aver facts in support of a claim to which an answer is required.

- 58. Defendants deny the allegations contained in this paragraph.
- 59. Defendants deny the allegations contained in this paragraph.
- 60. Defendants deny the allegations contained in this paragraph.
- 61. Defendants deny the allegations contained in this paragraph.
- 62. Defendants deny the allegations contained in this paragraph.
- 63. Defendants deny the allegations contained in this paragraph.
- 64. Defendants deny the allegations contained in this paragraph.

COUNT III
Contributory Copyright Infringement

65. This paragraph does not set forth a claim for relief or aver facts in support of a claim to which an answer is required.

1 **COUNT V**
2 **Trafficking in Circumvention Devices**

3 81. This paragraph does not set forth a claim for relief or aver facts in
4 support of a claim to which an answer is required.

5 82. This paragraph states a legal conclusion for which no answer is
6 required. To the extent that an answer is required, Defendants deny the allegations
7 of this paragraph.

8 83. Defendants deny the allegations contained in this paragraph.

9 84. Defendants deny the allegations contained in this paragraph.

10 85. Defendants deny the allegations contained in this paragraph.

11 86. Defendants deny the allegations contained in this paragraph.

12 87. Defendants deny the allegations contained in this paragraph.

13 88. Defendants deny the allegations contained in this paragraph.

14 89. Defendants deny the allegations contained in this paragraph.

15 90. Defendants deny the allegations contained in this paragraph.

16 91. Defendants deny the allegations contained in this paragraph.

17 92. Defendants deny the allegations contained in this paragraph.

18 93. Defendants deny the allegations contained in this paragraph.

19 **COUNT VI**
20 **Unlawful Circumvention**

21 94. This paragraph does not set forth a claim for relief or aver facts in
22 support of a claim to which an answer is required.

23 95. This paragraph states a legal conclusion for which no answer is
24 required. To the extent that an answer is required, Defendants deny the allegations
25 of this paragraph.

26 96. Defendants deny the allegations contained in this paragraph.

27 97. Defendants deny the allegations contained in this paragraph.

28 98. Defendants deny the allegations contained in this paragraph.

1 99. Defendants deny the allegations contained in this paragraph.

2 100. Defendants deny the allegations contained in this paragraph.

3 101. Defendants deny the allegations contained in this paragraph.

4 102. Defendants deny the allegations contained in this paragraph.

5 **COUNT VII**
6 **Breach Of ToU and EULA**

7 103. This paragraph does not set forth a claim for relief or aver facts in
8 support of a claim to which an answer is required.

9 104. Defendants deny the allegations contained in this paragraph.

10 **COUNT VIII**
11 **Intentional Interference with Contractual Relations**

12 105. This paragraph does not set forth a claim for relief or aver facts in
13 support of a claim to which an answer is required.

14 106. Defendants deny that they have knowledge of, reviewed, or consented
15 to any “Terms of Use” or “End User License Agreement” in connection with the
16 “Combat Arms” video game. To the extent this paragraph contains other allegations,
17 Defendants deny the allegations in this paragraph as Defendants lack knowledge or
18 information sufficient to form a belief about the truth of the allegations.

19 107. This paragraph states a legal conclusion for which no answer is
20 required. To the extent that an answer is required, Defendants deny the allegations
21 of this paragraph.

22 108. Defendants deny the allegations contained in this paragraph.

23 109. Defendants deny the allegations contained in this paragraph.

24 110. Defendants deny the allegations contained in this paragraph.

25 111. Defendants deny the allegations contained in this paragraph.

26 112. Defendants deny the allegations contained in this paragraph.

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1 12. Plaintiffs' claims are barred due to an implied license.

2 13. Plaintiffs' unfair competition and business practices claims are
3 preempted by federal law to the extent they are coextensive with Counts 1-6.

4 14. Plaintiffs' "Terms of Use" and "End User License Agreement" are
5 contrary to the public policy of the State of California and therefore unenforceable.

6 15. Plaintiffs' "Terms of Use" and "End User License Agreement" are
7 unconscionable and therefore unenforceable.

8 16. Plaintiff's action is barred by § 338 of the California Code of Civil
9 Procedure.

10 17. Plaintiff's action is barred by § 1572 of the California Civil Code.

11 18. Plaintiffs have suffered no damages from the acts of Defendants.

12 19. Defendants played no role in creating the software and other materials
13 that Plaintiffs allege to be infringing, therefore they cannot be legally responsible
14 for such material.

15 20. Defendants exercised no control over users of the website located at or
16 accessed via the domain name <gameanarchy.com>. They are therefore not legally
17 responsible for the actions of those users.

18 21. Plaintiffs' claims are barred by the applicable statute of limitations.

19 22. Plaintiffs' claims are barred by the doctrine of laches.

20 23. Plaintiffs' claims are barred by the doctrine of acquiescence.

21 24. Plaintiffs' claims are barred by the doctrine of unclean hands.

22 25. Plaintiffs' claims are barred by the doctrine of estoppel.

23 26. Plaintiffs' claims are barred by waiver.

24 27. Defendants reserve the right to assert additional affirmative defenses
25 based upon further investigation and discovery.

26 **WHEREFORE**, the Defendants respectfully pray the Court as follows:

27 1. That the Court dismiss the Complaint for failure to state a claim upon
28 which relief can be granted;

- 1 2. That the Court dismiss the Complaint for lack of subject matter
2 jurisdiction;
- 3 3. That the Court dismiss the Complaint for lack of personal jurisdiction;
- 4 4. That Plaintiffs recover nothing of Defendants;
- 5 5. That the Court deny Plaintiffs' request for injunctive relief;
- 6 6. That the costs of this action, including reasonable attorneys' fees, be taxed
7 against Plaintiffs pursuant to 17 U.S.C. § 505 or other applicable law; and
- 8 7. That the Court grant Defendants such other and further relief as the Court
9 deems just and proper.

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11 Dated: April 4, 2012

Respectfully submitted,

**BURKE, WILLIAMS &
SORENSEN, LLP**

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15 By: /s/ J. Leah Castella

J. Leah Castella
Attorneys for Defendants
GAMEANARCHY, LLC, a Georgia
Limited Liability Company, and
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