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BLIZZARD ENTERTAINMENT, INC.

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U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CV09-7621 MMM AJW

BLIZZARD ENTERTAINMENT,  
INC.,

Case No.

COMPLAINT FOR:

Plaintiff,

- (1) COPYRIGHT INFRINGEMENT
- (2) CONTRIBUTORY AND VICARIOUS COPYRIGHT INFRINGEMENT
- (3) CIRCUMVENTION OF COPYRIGHT PROTECTION SYSTEMS
- (4) BREACH OF CONTRACT
- (5) INTENTIONAL INTERFERENCE WITH CONTRACT
- (6) UNFAIR COMPETITION

vs.

ALYSON REEVES, D/B/A  
SCAPEGAMING and DOES 1  
through 5 inclusive,

Defendant.

DEMAND FOR JURY TRIAL

1. Plaintiff Blizzard Entertainment, Inc. ("Blizzard") hereby alleges as follows against Defendants Alyson Reeves d/b/a Scapegaming and Does 1-5 (collectively "Defendants"), based upon actual knowledge with respect to Plaintiffs and Plaintiffs' acts, and upon information and belief as to all other matters.

NATURE OF THE ACTION

2. This is an action for injunctive relief and for money damages and related relief against Alyson Reeves d/b/a Scapegaming and Does 1-5, individuals

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1 responsible for the creation and proliferation of software, and the operation of a web  
2 server, that unlawfully allow access to copies of Blizzard’s interactive computer  
3 game World of Warcraft®. Via the website scapegaming.com, Defendants actively  
4 market and promote “scapegaming,” an unauthorized web server that enables and  
5 encourages third parties to play Blizzard’s copyrighted World of Warcraft® online  
6 computer game on the scapegaming server instead of Blizzard’s own authorized  
7 servers, thereby denying Blizzard subscription revenue for online play. Defendants  
8 operate their scapegaming business with knowledge that they are facilitating and  
9 promoting scapegaming users to infringe Blizzard’s copyright, circumvent its  
10 copyright protection technology, and breach their contracts with Blizzard.  
11 Defendants’ actions have unjustly profited Defendants while causing significant  
12 damage to Blizzard. The acts of Defendants, described in more detail below,  
13 constitute contributory, direct and indirect infringement of registered copyrights in  
14 violation of the Copyright Act, as amended, 17 U.S.C. § 501; circumvention of  
15 copyright protection systems in violation of the Digital Millennium Copyright Act  
16 (“DMCA”), as amended, 17 U.S.C. § 1201(a)(1)(A); trafficking in technology  
17 designed for the purpose of circumventing copyright protection systems in violation  
18 of the DMCA, as amended, 17 U.S.C. § 1201(a)(2) and (b)(1); breach of contract  
19 under the laws of the State of Delaware, and unfair competition and intentional  
20 interference with contractual relations under California law.

**JURISDICTION AND VENUE**

21  
22 3. This Court has original jurisdiction to adjudicate the copyright and DMCA  
23 claims in this action pursuant to 28 U.S.C. §§ 1331 and 1338. This Court has  
24 supplemental jurisdiction to declare the rights of the parties and to resolve disputes  
25 arising under agreements entered into between the parties pursuant to 28 U.S.C. §  
26 1367.

27 4. Venue in this jurisdiction is proper pursuant to 28 U.S.C. §§ 1391 and  
28 1400 because this is a judicial District in which a substantial part of the events

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1 giving rise to the claims occurred, and/or in which Plaintiff’s injury was suffered.

2 **THE PARTIES**

3 5. Plaintiff Blizzard Entertainment, Inc. is a Delaware corporation organized  
4 and existing under the laws of the state of California, with a principal place of  
5 business in Irvine, California.

6 6. On information and belief, Defendant Alyson Reeves (“Reeves”), a/k/a  
7 Alyson Rohrs a/k/a Alyson Noble, “alysonn73@hotmail.com,” “Scrohrs,”  
8 “Alyreeves,” “Peyton,” or “PeyPey” resides or has a principal place of business at  
9 830 Wilmington Island Road, Savannah, Georgia 31410. On information and belief,  
10 Reeves is the principal owner and operator of scapegaming, which actively solicits  
11 and transacts business with customers in California, including Los Angeles.

12 7. On information and belief, Does 1-5 are individuals whose real identities  
13 are not yet known to Blizzard, but who are acting in concert with Reeves, often in  
14 the guise of Internet aliases, in committing the unlawful acts alleged herein. Does 1-  
15 5 may use the aliases Trinity, Faithe, Dolemike, Drinda, Sirenica, Wolfy, 2Bit,  
16 Xtrodinary, Marcelo, and/or Lleiter in connection with their activities related to  
17 scapegaming. Blizzard intends to identify Does 1-5 during discovery and amend  
18 this pleading to name them.

19 **BACKGROUND FACTS**

20 **Blizzard’s World of WarCraft™ Online Computer Game**

21 8. Blizzard is a premier publisher of entertainment software. Blizzard is best  
22 known for its high-quality computer games, including the DIABLO®,  
23 STARCRAFT® and WARCRAFT® gaming franchises. Since establishing the  
24 Blizzard label in 1994, Blizzard has quickly become one of the world’s most  
25 respected and popular makers of computer games. Many of Blizzard’s games  
26 feature online game play over the Internet via an online gaming service provided by  
27 Blizzard. Over 11 million individuals actively play Blizzard’s games online.

28 9. Blizzard’s World of WarCraft™ (“WoW”) is the company’s most

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1 ambitious and advanced online computer game. WoW is a Massively Multiplayer  
2 Online Roleplaying Game (“MMORPG”), a genre of computer game in which large  
3 numbers of players interact with each other simultaneously in a virtual persistent  
4 online world. WoW allows players to experience the WARCRAFT® universe in  
5 great detail, customizing their own experiences by participating in a variety of  
6 different activities alone or with others.

7 10. World of Warcraft® allows players from around the globe to assume the  
8 roles of different characters within the game as they explore, adventure and quest  
9 across WoW’s vast online world.

10 11. A central objective for players of WoW is to advance their characters  
11 through the various levels recognized in the game, thereby accessing new content in  
12 the WoW gaming environment as levels increase. Leveling characters in WoW  
13 requires an investment of time and effort playing the game.

14 12. World of Warcraft®, like other MMORPG games, derives revenue based  
15 on a subscription fee model. In order to experience the WoW gaming environment,  
16 consumers must obtain a legitimate version of the WoW game client software, and  
17 then make periodic payments for a subscription permitting them to continue  
18 accessing Blizzard’s authorized WoW servers and playing in the authorized WoW  
19 gaming environment.

20 13. Unfortunately, the gaming experience of legitimate players of WoW is  
21 under near constant attack by cheaters, scammers, and other wrongdoers seeking to  
22 exploit WoW for their own illegitimate ends. For this reason, Blizzard seeks to  
23 protect the sanctity of the WoW gaming experience through both contractual  
24 obligations and technical measures.

25 14. The software code responsible for the extensive and richly detailed  
26 creative elements forming the online world of the WoW gaming environment are  
27 copyrighted works owned by Blizzard.

28 15. Blizzard has received copyright registrations in both the server and game

1 client software code. See Copyright Registration Numbers TXu 1-166-151, TX 5-  
2 984-004, and PA-1-247-131, attached hereto as Exhibit A.

3 16. WoW uses a distributed system of computer programs that interoperate  
4 and appear to the end user as one seamless world. To access the online world, a  
5 user must have special software installed on his or her computer (the “WoW game  
6 client” or “game client”).

7 17. The game client is specifically designed to work in combination only with  
8 computer servers maintained and operated by Blizzard.

9 18. Because the copyrighted content making up the WoW gaming  
10 environment is stored on both the WoW game client and the WoW game server, a  
11 user seeking access to the WoW gaming environment must have both an authorized  
12 game client and authorized access to a legitimate WoW game server.

13 19. The WoW game server is designed only to recognize legitimate,  
14 authorized game clients. In turn, authorized game clients are specifically tailored to  
15 connect only with authorized servers.

16 20. Blizzard charges players a set monthly subscription fee for access to its  
17 authorized WoW servers.

18 21. Blizzard developed the WoW gaming environment through tremendous  
19 effort and at tremendous expense to the company, employing numerous game  
20 designers, artists, producers and programmers to conceive of and create a gaming  
21 experience that has appealed to millions of players worldwide.

22 **The World of WarCraft™ End User License Agreement**

23 22. Prior to playing WoW, users must install the game client on a personal  
24 computer. During that installation process, the game client displays a contract to the  
25 user called the World of WarCraft™ End User License Agreement (“EULA”). See  
26 EULA, attached as Exhibit B.

27 23. In order to install the game client, and again before playing the game for  
28 the first time, the user must manifest assent to the EULA by clicking on a button

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1 labeled "Accept." The user also may decline to enter into this contract by clicking  
2 on a button labeled "Decline," at which point the game client will terminate,  
3 denying access to the user.

4 24. Any use of the WoW game client that is not in accordance with the EULA  
5 is expressly prohibited. Among other provisions, the EULA contains an express  
6 limitation on the license, which provides that the user may not "in whole or in part,  
7 copy, photocopy, reproduce, translate, reverse engineer, derive source code from,  
8 modify, disassemble, decompile, or create derivative works based on the Game...."  
9 See Ex. B, EULA para. 2(A).

10 25. The EULA also provides that the user may not "exploit the Game or any  
11 of its parts, including without limitation the Game Client, for any commercial  
12 purpose..." EULA, para 2(C).

13 26. The EULA also provides that the user may not "host, provide or develop  
14 matchmaking services for the Game or intercept, emulate or redirect the  
15 communication protocols used by Blizzard in any way, for any purpose, including  
16 without limitation unauthorized play over the internet, network play, or as part of  
17 content aggregation networks...." See EULA para 2(F).

18 27. The EULA also provides that the user may not "facilitate, create or  
19 maintain any unauthorized connection to the Game or the Service, including without  
20 limitation (a) any connection to any unauthorized server that emulates, or attempts  
21 to emulate, the Service; and (b) any connection using programs or tools not  
22 expressly approved by Blizzard." See EULA para. 2(G).

23 28. In addition, the EULA states that "The media on which the Game Client is  
24 distributed may contain additional software and/or content for which you do not  
25 have a license (the "Locked Software"), and you agree that Blizzard may install the  
26 Locked Software onto your hard drive during the Game Client installation process.  
27 You also agree that you will not access, use, distribute, copy, display, reverse  
28 engineer, derive source code from, modify, disassemble, decompile any Locked

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1 Software, or create any derivative works based on the Locked Software, until and  
2 unless you receive from Blizzard (a) a license to use that software; and (b) a valid  
3 alphanumeric key with which to unlock it. If you receive a license and a key from  
4 Blizzard, you may only unlock those portions of a single copy of the Locked  
5 Software for which you received a license. The terms of the End User License  
6 Agreement displayed after the Locked Software is unlocked will replace and  
7 supersede this Agreement, but only with regard to the Locked Software for which  
8 you receive a license. Notwithstanding anything to the contrary herein, you may  
9 make one (1) copy of the Locked Software for archival purposes only.” EULA para.  
10 5.

11 29. The EULA also provides Blizzard with the right to deploy patches to the  
12 user’s computer, stating “Blizzard may deploy or provide patches, updates and  
13 modifications to the Game that must be installed for the user to continue to play the  
14 Game. Blizzard may update the Game remotely including without limitation the  
15 Game Client residing on the user's machine, without the knowledge of the user, and  
16 you hereby grant to Blizzard your consent to deploy and apply such patches, updates  
17 and modifications.” EULA para. 9.

18 30. The provisions of the EULA are designed to protect the integrity of the  
19 game.

20 31. The EULA provides commercially reasonable contractual protection of  
21 Blizzard’s rights in and to the game client and server elements of WoW.

22 **The World of WarCraft™ Terms of Use**

23 32. Prior to playing WoW, users must create an account with Blizzard.  
24 During that account creation process, Blizzard displays a contract to the user called  
25 the World of WarCraft™ Terms of Use (the “TOU”). See TOU, attached as Exhibit  
26 C.

27 33. In order to create a WoW account, the user must manifest assent to the  
28 TOU by clicking on a button labeled “Accept.” The user also may decline to enter

1 into this contract by clicking on a button labeled “Decline,” at which point the  
2 account creation process will terminate, denying access to the user.

3 34. Any use of the WoW game client or access to the WoW gaming  
4 environment that is not in accordance with the TOU is expressly prohibited. Among  
5 other provisions, the TOU provides that no one other than Blizzard shall host,  
6 provide access to, or emulate the communication protocols used to create the WoW  
7 gaming environment. Additionally, the TOU prohibits modifying WoW software,  
8 adding components to WoW, or using third-party programs for the purpose of  
9 hosting WoW. The use of any tools to “hack or alter” WoW software also is  
10 specifically prohibited.

11 35. The provisions of the TOU are designed to protect the integrity of the  
12 game by, among other things, preventing the very conduct demonstrated by the  
13 defendants -- developing pirated game servers to allow the unchecked use of pirated  
14 versions of the WoW game client.

15 36. The TOU provides commercially reasonable contractual protection of  
16 Blizzard’s rights in and to the game client and server elements of WoW.

17 37. The TOU also that the user may not “exploit the Game or any of its parts,  
18 including without limitation the Game Client, for any commercial purpose...” See  
19 Ex. C, ToU para. 2(B).

20 38. The TOU also provide that the user may not “host, provide or develop  
21 matchmaking services for the Game or intercept, emulate or redirect the  
22 communication protocols used by Blizzard in any way, for any purpose, including  
23 without limitation unauthorized play over the internet, network play, or as part of  
24 content aggregation networks....” See Ex. C, ToU para. 2(E).

25 39. The TOU also provides that the user may not “facilitate, create or maintain  
26 any unauthorized connection to the Game or the Service, including without  
27 limitation (a) any connection to any unauthorized server that emulates, or attempts  
28 to emulate, the Service; and (b) any connection using programs or tools not

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1 expressly approved by Blizzard.” See Ex. C, ToU para. 2(F).

2 **Blizzard’s Anti-Piracy Mechanisms**

3 40. Blizzard has received United States copyright registrations in both its  
4 game client software and its server software. See Exhibit A.

5 41. Blizzard’s copyright in the game client covers nearly all aspects of the  
6 game client as distributed, including without limitation (a) all of the human and  
7 machine readable computer code and any other data distributed as part of the game  
8 client, (b) all graphical and textual elements of the screens that appear in the game  
9 client when the same is executed on a personal computer, (c) all graphical and  
10 textual elements of documents distributed with the game client, and (d) all motion  
11 picture and sound recordings, and other audio-visual elements distributed with the  
12 game client.

13 42. Because a substantial amount of the material that is used to create the  
14 WoW gaming environment resides in the copyrighted game client, and because the  
15 game client (like all software) is subject to unlimited copying over the Internet,  
16 Blizzard has implemented a number of technological measures to control access to  
17 the copyrighted elements in the game client.

18 43. In order to play WoW, a user must first install and then “launch” the WoW  
19 client.

20 44. After the game client has been installed, it must then interact with the  
21 WoW game server in order to create the online world and provide access to the  
22 copyrighted content of the WoW gaming environment. Game clients are pre-  
23 configured only to connect to Blizzard’s WoW game server. Specifically, after the  
24 game client connects to the game server, the server examines a set of data from the  
25 game client that serves as a “digital fingerprint,” allowing Blizzard to determine  
26 whether the game client attempting to communicate with the server is legitimate.

27 45. The WoW client software cannot be used to play WoW without a  
28 connection to a server.

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1 46. The only servers that WoW players are authorized to use are those  
2 provided by Blizzard.

3 47. When the WoW client is launched, a copy of the program is loaded into  
4 the user's own computer's random access memory.

5 48. Blizzard only authorizes users to copy WoW into random access memory  
6 in conformity with the terms of its EULA and TOU.

7 49. When users first attempt to launch the WoW game client, authenticate to  
8 the WoW game server, and access the copyrighted elements of the WoW gaming  
9 environment, they must demonstrate that they seek to run an authorized copy of the  
10 game client.

11 50. Each authorized user is issued a unique 26-digit alphanumeric  
12 authentication code (the "Authentication Code") upon purchase of a license to play  
13 WoW. Prior to playing the game, users must create an account via a separate  
14 interface that requires them to enter their Authentication Code. Once the  
15 Authentication Code has been validated, the user must create a unique account  
16 username and password. Each Authentication Code can only be used to create one  
17 account, and the Authentication Code is tied to that account after the account has  
18 been created.

19 51. When the user runs the game client software, the game client displays a  
20 login screen in which the user must enter his or her unique account username and  
21 password. The client then sends information, including information derived from  
22 the username and password, to the server. If this information passes certain  
23 authentication tests, the server allows the game client to enter the WoW gaming  
24 environment and access the copyrighted material resident on the server, as well as  
25 opening access to the copyrighted material on the game client.

26 52. As such, access to the copyrighted content on the game client is predicated  
27 on access to the authorized WoW server. In this way, the server "unlocks" the  
28 copyrighted information on the game client.

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**DEFENDANTS' UNLAWFUL ACTIVITIES**

1  
2 53. Defendant Alyson Reeves, along with Does 1-5, operate  
3 www.scapegaming.com, which serves as a portal to a number of servers operated by  
4 scapegaming, designed to emulate the actual WoW game servers Blizzard operates.

5 54. The scapegaming servers emulate (mimic) Blizzard's own World of  
6 Warcraft® servers, and enable large-scale, multi-player online play of Blizzard  
7 Games. The scapegaming servers are not authorized by Blizzard.

8 55. On information and belief, Alyson Reeves, and others acting in concert  
9 with her, including Does 1-5, initially began development of unauthorized or rogue  
10 servers to accommodate players that wished to play World of Warcraft without  
11 paying a monthly fee.

12 56. Scapegaming actively advertises its servers on the "Top 100" list of  
13 unauthorized WoW servers. It includes a link to:  
14 <http://www.xtremetop100.com/in.php?site=1132192645> on its homepage and  
15 elsewhere on its website encouraging scapegaming users to "vote" for scapegaming  
16 as one of the "best" unauthorized servers in order to attract more users.

17 57. Scapegaming employs individuals as "game masters," or "GMs",  
18 "database" team members, "donations" supervisors, developers, and forum  
19 moderators to administer its servers and website.

20 58. Scapegaming offers five different servers to its users: WoWScape,  
21 WoWCrack, WoWLegion, Battlescape, and PTR.

22 59. Scapegaming describes its WoWScape server as a "funserver." This  
23 "funserver" attempts to replicate the WoW online gaming experience, but at the  
24 same time allows players to advance in WoW and obtain objects more quickly than  
25 Blizzard's authorized servers by offering 40x experience rates, 60x drop rates,  
26 custom gear and unscripted instances.

27 60. Scapegaming describes its WoWCrack server as "Blizzlike High Rate."  
28 This "Blizzlike High Rate" server attempts to replicate the WoW online gaming

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1 experience Blizzard provides, but at the same time allows players to advance in  
2 WoW and obtain objects more quickly than Blizzard’s authorized servers but not as  
3 quickly as the “funserver.”

4 61. Scapegaming describes its WoW Legion server as “Blizzlike.” This  
5 “Blizzlike” server is designed to replicate the WoW online gaming experience  
6 Blizzard provides on its authorized servers, allowing players to advance in WoW at  
7 only a slightly accelerated rate.

8 62. Scapegaming describes its Battleground server as a “Pure PvP Realm,”  
9 which attempts to replicate the “Player versus Player” battle realms that Blizzard  
10 provides on its authorized servers. Unlike Blizzard’s servers, however, players  
11 using scapegaming’s PvP realm are immediately assigned a high-level character that  
12 would take months to obtain on Blizzard’s authorized servers.

13 63. Scapegaming describes its PTR server as a “Test Realm,” which  
14 scapegaming uses to test new features. This test realm also attempts to replicate the  
15 WoW online gaming experience Blizzard provides.

16 64. Scapegaming has also announced plans to offer another server that would  
17 attempt to replicate Blizzard’s authorized servers as those servers existed several  
18 years ago, before Blizzard released its “Wrath of the Lich King” and “Burning  
19 Crusade” expansion packs.

20 65. Playing WoW on a scapegaming server, other than the Battleground server,  
21 requires the user to have a copy of World of Warcraft Wrath of the Lich King  
22 installed on their computer. The Battleground server requires the player to have  
23 World of Warcraft with the Burning Crusade Expansion installed.

24 66. Blizzard has not authorized the scapegaming servers and therefore their  
25 operation violates the express provisions of the EULA and TOU.

26 67. Likewise, players’ use of the scapegaming servers exceeds the express  
27 license limitations set forth in the WoW EULA and TOU.

28 68. Defendants were well aware that their activities were unauthorized, even

1 going so far as to place a term in the scapegaming Terms of Use designed to prevent  
2 Blizzard from discovering or receiving information about scapegaming's actions  
3 stating that: "No one from Blizzard, associated with Blizzard or any such affiliated  
4 company or anyone directed by Blizzard or its Related companies is permitted to  
5 enter these web sites or view any content contained within these sites at any time  
6 what so ever due to controversial reasons."

7 69. On information and belief, Defendants and others acting in concert with  
8 them continue to develop the scapegaming server to the present day and continue to  
9 cause Blizzard irreparable harm.

10 70. On information and belief, the copies of World of Warcraft, World of  
11 Warcraft Burning Crusade, and World of Warcraft Wrath of the Lich King that must  
12 be installed in order to access scapegaming servers do not need to be authentic  
13 copies.

14 71. On information and belief, unlike the authentic WoW game servers, the  
15 scapegaming server does not even attempt to determine whether a game client  
16 connecting to it is legitimate. Instead, the scapegaming server, as designed, allows  
17 unauthorized versions of the game client to enter the WoW online world and access  
18 the copyrighted content residing on the game client.

19 72. In addition, the scapegaming server allows any user to create an account  
20 without first submitting an Authentication Code.

21 73. The scapegaming server thus allows users to bypass the anti-piracy checks  
22 Blizzard has implemented that otherwise take place before the game client may  
23 proceed to enter the WoW gaming environment.

24 74. Absent rogue servers such as scapegaming, owners of pirated versions of  
25 the game client would have no ability to access the copyrighted content resident on  
26 the game client.

27 75. Blizzard has not authorized scapegaming to provide servers nor has it  
28 authorized scapegaming to create any derivative works based on its client or server

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1 software.

2 76. Defendants have not been authorized by Blizzard to modify or reverse  
3 engineer any WoW software, including the game client, or to use the game client in  
4 conjunction with a rogue server.

5 77. On information and belief, Defendants and scapegaming users have  
6 bypassed the Authentication Code check required by the installation program and  
7 installed the pirated version of the game client on the hard drive of a computer for  
8 use in connecting to scapegaming's unauthorized servers.

9 78. On information and belief, Defendants and scapegaming users caused this  
10 pirated version of the game client to be run on a computer, and in doing so viewed  
11 the TOU, and manifested assent to the TOU by clicking on the "Accept" button.

12 79. On information and belief, Defendants and other scapegaming users  
13 purchased a license to use a legitimate version of the WoW game client.

14 80. On information and belief, Defendants and other scapegaming users  
15 caused this legitimate version of the game client to be run on a computer, viewed the  
16 TOU, and manifested assent to the TOU by clicking on the "Accept" button.

17 81. On information and belief, during the course of developing the custom  
18 scapegaming server emulation software, Defendants attempted to cause a pirated  
19 version of the game client to connect to the legitimate WoW game server.

20 82. Upon information and belief, scapegaming has developed, maintains, and  
21 actively updates its own custom emulation software designed to replicate the WoW  
22 online experience.

23 83. Upon information and belief, scapegaming's custom emulation software  
24 uses content extracted and copied from the WoW client in order to replicate the  
25 WoW online experience.

26 84. Upon information and belief, scapegaming has attempted to "reverse  
27 engineer" Blizzard's copyrighted server software in order to develop and maintain  
28 its custom emulation software.

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1 85. On information and belief, scapgaming’s developers disassembled,  
2 decompiled, “packet sniffed” or otherwise reverse engineered portions of Blizzard’s  
3 client and server software during the course of development of the scapegaming  
4 server.

5 86. On information and belief, at all times during the course of development of  
6 the scapegaming server program, Defendants had specific knowledge that the server  
7 program was being used to enable individuals who had obtained pirated versions of  
8 the game client to access the game client and the copyrighted content therein and  
9 that the server program would be used to enable individuals who had obtained  
10 legitimate versions of the game client to access a WoW online game experience in  
11 violation of the EULA and TOU.

12 87. Scapegaming also provides instructions to its users on how to  
13 “downpatch” their WoW client programs.

14 88. “Downpatching” allows users to downgrade their versions of WoW from  
15 the latest version in order to make them compatible with unauthorized servers and to  
16 avoid software controls that Blizzard implements in new patches to prevent the use  
17 of its client software on unauthorized servers.

18 89. In addition to providing instructions on how to “downpatch,”  
19 scapegaming also provided links to pirated, older versions of the WoW game client  
20 designed to work with its unauthorized servers and links to “alternative patching”  
21 files and instructions that allow users to patch their game client without connecting  
22 to Blizzard’s server.

23 90. Similarly, on July 29, 2009, “Justice,” a “moderator” acting on behalf of  
24 scapegaming posted links to Blizzard’s copyrighted patches for use in downpatching  
25 scapegaming users’ copies of WoW without accessing Blizzard’s authentication  
26 servers.

27 91. Applying patches without connecting to Blizzard’s server allows users to  
28 circumvent Blizzard’s authentication software and patch pirated copies of WoW.

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1 92. On July 26, 2009, "Peyton" (one of Reeves' aliases) announced that  
2 scapegaming had plans to put up a new server or realm called "Chronicles" that  
3 would allow users to play an older version of World of Warcraft that did not include  
4 the popular Burning Crusade or Wrath of the Lich King expansion packs.

5 93. On July 28, 2009, scapegaming user "Beckon" posted links to pirated  
6 versions of World of Warcraft version 1.12.1 for download on the scapegaming  
7 website. WoW 1.12.1 is an older version of the WoW Client that Beckon claims  
8 could be used with "Wowchronicles."

9 94. Due to Defendants' deliberate hosting, development, distribution, and  
10 encouragement of use of the scapegaming server, players around the world have  
11 been able to use scapegaming's servers to access Blizzard's copyrighted content to  
12 play pirated copies of WoW and legitimate copies of WoW without paying monthly  
13 subscription fees.

14 95. The availability of these programs that allow users with pirated versions of  
15 the game client to access Blizzard's copyrighted content on the game client without  
16 authorization has materially contributed to widespread demand for infringing copies  
17 of the game client on the Internet.

18 96. The availability of pirated copies, and the development of the pirated game  
19 servers designed to enable game play completely separate from the authorized WoW  
20 environment deprives Blizzard of the fruits of its labors in developing the WoW  
21 client and gaming environment.

22 97. Scapegaming unjustly profits from these unlawful acts by encouraging its  
23 users to make "donations" to fund its continued operation. It encourages these  
24 "donations" by proving "donors" with additional items that those "donors" may use  
25 on scapegaming's servers.

26 98. For example, on the "Funserver" players that "donate" to scapegaming can  
27 choose from a range of items, ranging in cost from \$1 (to advance their character 2  
28 levels) to \$300 for an "Ancient Pack #4" collection of a number of rare WoW items.

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1 99. Most of the same items are available to players on the WoWLegion server,  
2 the server Scapegaming claims to be “Blizzlike,” but at an increased cost. For those  
3 players, prices range from \$2 (to advance a character two levels), to \$300 for a  
4 package containing a level 70 character with weapons, gold, and other advanced in  
5 game items.

6 100. On the WoWCrack server, which scapegaming describes as “High Rate  
7 Blizzlike”, most of the same items are available for purchase as on the other two  
8 servers, ranging in price from \$2 (to advance a character two levels) to \$250 for a  
9 package containing a high level character, and assorted other advanced in game  
10 items and gold.

11 101. In order to gain access to gameplay using the advanced items available for  
12 purchase on the WoWLegion service on Blizzard’s authorized servers, a United  
13 States’ resident player would have to pay a \$14.99/month fee for many months in  
14 order to complete the tasks required to gain access to these items.

15 102. By using scapegaming’s servers, players are able to obtain the use of those  
16 items in an in-game environment without paying Blizzard that monthly fee, resulting  
17 in millions of dollars in lost subscription fees.

18 103. Upon information and believe, scapegaming has received approximately  
19 \$1,500,000 from players’ “donations” through scapegaming.com, an amount that far  
20 exceeds the costs associated with operating its unauthorized servers.

21 **COUNT I**

22 **Copyright Infringement**

23 **Under the Copyright Act, 17 U.S.C. § 501 et seq.**

24 104. Blizzard realleges each and every allegation set forth in Paragraphs 1  
25 through 103, inclusive, and incorporates them by reference herein.

26 105. Blizzard owns valid copyrights in the WoW game client and server  
27 software.

28 106. Defendants’ actions, as stated above, constitute copyright infringement

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1 arising under the Copyright Act, as amended, 17 U.S.C. § 101 et seq. and  
2 particularly § 501(a) thereof.

3 107. Defendants’ actions, as stated above, constitute a direct infringement of  
4 Blizzard’s exclusive right under copyright to reproduce and distribute copies of the  
5 copyrighted works, including the copyrighted elements of Blizzard’s WoW game  
6 client, WoW game server and WoW gaming environment, as defined under 17  
7 U.S.C. § 106(1) and (3).

8 108. Defendants’ actions, as stated above, constitute a direct infringement of  
9 Blizzard’s exclusive right under copyright to prepare derivative works based upon  
10 the copyrighted works, as defined under 17 U.S.C. § 106(2).

11 109. Defendants’ actions, as stated above, constitute a direct infringement of  
12 Blizzard’s exclusive right under copyright to public performance of the copyrighted  
13 works, as defined under 17 U.S.C. § 106(4).

14 110. Defendants’ actions, as stated above, constitute a direct infringement of  
15 Blizzard’s exclusive rights under copyright as defined under 17 U.S.C. § 106 by  
16 contributing to the infringing activity of end users so substantially as to be directly  
17 liable for the end users’ infringing activity.

18 111. Defendants’ actions, as stated above, constitute active inducement of  
19 infringement of Blizzard’s exclusive rights under copyright as defined under 17  
20 U.S.C. § 106.

21 112. Defendant’s infringements of Blizzard’s copyrighted works have been  
22 committed willfully and for private commercial gain.

23 **COUNT II**

24 **Contributory and Vicarious Copyright Infringement**

25 **Under the Copyright Act, 17 U.S.C. § 501 et seq.**

26 113. Blizzard realleges each and every allegation set forth in Paragraphs 1  
27 through 112, inclusive, and incorporates them by reference herein.

28 114. When scapegaming users access the scapegaming unauthorized server,

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1 they copy the WoW client copyrighted content into their computer's RAM, in  
2 excess of the scope of their license.

3 115. At all relevant times, Defendants have knowingly participated in,  
4 facilitated, materially contributed to, and encouraged the above-described  
5 unauthorized copying of the WoW game client and WoW gaming environment.

6 116. Defendants have actual and constructive knowledge of the infringements  
7 encouraged by the provision of the scapegaming server.

8 117. Defendants' actions, as stated above, constitute contributory copyright  
9 infringement and/or active inducement of infringement of Blizzard's exclusive  
10 rights under copyright as defined under 17 U.S.C. § 106.

11 118. Defendants' actions, as stated above, constitute vicarious copyright  
12 infringement of Blizzard's exclusive rights under copyright as defined under 17  
13 U.S.C. § 106.

14 119. Defendants have the right and ability to control the infringing activity  
15 occurring via the scapegaming servers, and derive financial benefit from the  
16 infringements of scapegaming users.

17 120. The foregoing acts of infringement by Defendants have been committed  
18 willfully and for private commercial gain.

19 121. Blizzard's remedy at law is not adequate. Unless restrained by this Court,  
20 Defendants will continue to violate Section 501 of the Copyright Act. Complete  
21 protection of Blizzard's rights should include an injunction, statutory and/or actual  
22 damages, an equitable accounting of profits, as well as all other remedies available.

23 **COUNT III**

24 **Violation of the Digital Millennium**

25 **Copyright Act ("DMCA"), 17 U.S.C. §§ 1201(A) and (B)**

26 122. Blizzard realleges each and every allegation set forth in Paragraph 1  
27 through 121, inclusive, and incorporates them by reference herein.

28 123. Defendants' actions constitute direct circumvention of a technological

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1 measure that effectively controls access to a copyrighted work in violation of 17  
2 U.S.C. § 1201(a)(1)(A).

3 124. Defendants, through their facilitation of permitting pirated copies of the  
4 WoW client to connect to the scapegaming servers, are aiding and abetting  
5 scapegaming users violations of 17 U.S.C. § 1201(a)(1)(A).

6 125. Defendants are offering to the public, providing or otherwise trafficking in  
7 technology in violation of 17 U.S.C. § 1201(a)(2) and (b).

8 126. The scapegaming server is primarily designed or produced for the purpose  
9 of circumventing a technological measure that effectively controls access to a  
10 copyrighted work and that protects the exclusive rights of copyright owners.

11 127. The scapegaming server has no commercially significant purpose or use  
12 other than to circumvent a technological measure that effectively controls access to  
13 a copyrighted work and that protects the exclusive rights of copyright owners.

14 128. Defendants market the scapegaming server with knowledge of its use in  
15 circumventing Blizzard's technological access controls and copyright protection.

16 129. Defendants acts constituting DMCA violations have been and continue to  
17 be performed without the permission, authorization or consent of Blizzard.

18 130. Defendants have violated Section 1201 of the DMCA willfully and for  
19 private commercial gain.

20 131. Defendants' conduct has caused damage to Blizzard, and has unjustly  
21 enriched Defendants, in an amount to be proven at trial.

22 132. Blizzard's remedy at law is not adequate. Unless restrained by this Court,  
23 Defendants will continue to violate Section 1201 of the DMCA. Complete  
24 protection of Blizzard's rights should include an injunction, statutory and/or actual  
25 damages, an equitable accounting of profits, as well as all other remedies available.

26 **COUNT IV**

27 **Breach of the World of WarCraft™ End User License Agreement**

28 133. Blizzard realleges each and every allegation set forth in Paragraphs 1

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1 through 132, inclusive, and incorporates them by reference herein.

2 134. The EULA provides that “You hereby agree that Blizzard would be  
3 irreparably damaged if the terms of this License Agreement were not specifically  
4 enforced, and therefore you agree that Blizzard shall be entitled, without bond, other  
5 security, or proof of damages, to appropriate equitable remedies with respect to  
6 breaches of this License Agreement, in addition to such other remedies as Blizzard  
7 may otherwise have available to it under applicable laws. In the event any litigation  
8 is brought by either party in connection with this License Agreement, the prevailing  
9 party in such litigation shall be entitled to recover from the other party all the costs,  
10 attorneys' fees and other expenses incurred by such prevailing party in the  
11 litigation.” EULA para. 13.

12 135. Defendants’ actions, as stated above, constitute breach of the World of  
13 WarCraft™ End User License Agreement entered into or agreed to by Defendants,  
14 in violation of the laws of the State of Delaware, by reason of which Blizzard has  
15 suffered and will continue to suffer harm and irreparable injury.

16 **COUNT V**

17 **Breach of the World of WarCraft™ Terms Of Use**

18 136. Blizzard realleges each and every allegation set forth in Paragraphs 1  
19 through 135, inclusive, and incorporates them by reference herein.

20 137. Defendants’ actions, as stated above, constitute breach of the World of  
21 WarCraft™ Terms of Use entered into or agreed to by Defendants, in violation of  
22 the laws of the State of Delaware, by reason of which Blizzard has suffered and will  
23 continue to suffer harm and irreparable injury.

24 **COUNT VI**

25 **Unfair Competition Under California Law**

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

28 139. Defendants’ actions, as stated above, constitute unfair competition, in this

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1 judicial district, under the common law of California, by reason of which Blizzard  
2 has suffered and will continue to suffer harm and irreparable injury.

3 **COUNT VII**

4 **Intentional Interference with Contractual Relations**

5 140. Blizzard realleges each and every allegation set forth in Paragraphs 1  
6 through 139, inclusive, and incorporates them by reference herein.

7 141. As described herein, before playing the game, licensed users of WoW  
8 must first assent to the EULA and the TOU, thereby creating contracts between the  
9 users and Blizzard.

10 142. Blizzard's contracts with its users are valid and enforceable.

11 143. Scapegaming is an unauthorized provider of online World of Warcraft  
12 gameplay that allows players to experience an online environment similar to that  
13 offered by Blizzard.

14 144. Defendants are aware that the EULA and TOU prohibit WoW players  
15 from using or providing unauthorized servers to play WoW.

16 145. Defendants are aware of the contracts between Blizzard and its users.

17 146. On information and belief, Defendant Alyson Reeves is also aware of the  
18 Blizzard EULA and TOU by virtue of her own personal WoW accounts.

19 147. Scapegaming intentionally induces users of WoW to use scapegaming's  
20 unauthorized servers in breach of WoW users' contracts with Blizzard.

21 148. By inducing licensed users to breach their contracts with Blizzard,  
22 scapegaming intentionally interferes with the contracts between Blizzard and  
23 licensed users of WoW.

24 149. Scapegaming's actions were committed willfully and knowingly.

25 150. Scapegaming knowingly induced breaches with an improper motive,  
26 namely to profit from "donations" received from players on its unauthorized servers,  
27 that harms the WoW game experience and which scapegaming knew Blizzard  
28 prohibited.

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1 151. As a result of scapegaming’s actions, Blizzard has suffered damage in an  
2 amount to be proven at trial, including but not limited to loss of goodwill among  
3 WoW users, diversion of Blizzard resources to attempt to prevent the development  
4 of unauthorized servers, loss of revenue from terminated users, and decreased  
5 subscription revenue from users opting to play on scapegaming instead of Blizzard’s  
6 servers.

7 152. Scapegaming’s intentional interference with the contracts between  
8 Blizzard and its licensed users entitle Blizzard to injunctive relief and compensatory  
9 damages, and other available relief.

10 **PRAYER FOR RELIEF**

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

14 A. Preliminarily and permanently enjoining Defendants, their officers,  
15 employees, agents, subsidiaries, representatives, distributors, dealers, members,  
16 affiliates, and all persons active in concert or participation with them from:  
17 (i) infringing Blizzard’s copyrighted works; (ii) inducing or contributing to third  
18 party infringements of Blizzard’s copyrighted works; (iii) violating the  
19 prohibitions on circumvention of copyright protection systems and trafficking in  
20 circumvention technology; (iv) intentionally interfering with Blizzard’s contracts  
21 with players; and (v) violating the World of WarCraft™ Terms of Use.

22 B. Requiring Defendants to shut down the infringing scapegaming server  
23 and any colorable copy thereof, hosted at any domain, address, location, or ISP  
24 within the jurisdiction of this Court.

25 C. Restraining Defendants from engaging in infringing or violative  
26 activity relating to the infringing scapegaming server or software.

27 D. Requiring Defendants to deliver to Blizzard all copies of materials that  
28 infringe or violate any of Blizzard’s rights described herein.

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1 E. Requiring Defendants to provide Blizzard with an accounting of any  
2 and all sales of products or services that infringe or violate any of Blizzard's rights  
3 described herein.

4 F. Awarding Blizzard monetary relief including damages sustained by  
5 Blizzard in an amount not yet determined.

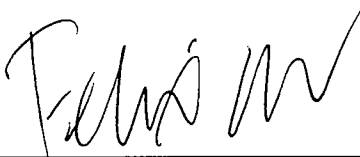
6 G. Awarding Blizzard actual or statutory damages for infringement and  
7 willful infringement under 17 U.S.C. §§ 504 and 1203, as appropriate.

8 H. Awarding Blizzard its costs and attorneys' fees in this action pursuant  
9 to 17 U.S.C. §§ 505 and 1203 and other applicable laws.

10 I. Awarding such other and further relief as this Court may deem just and  
11 appropriate.

12  
13 Dated: October 20, 2009

SONNENSCHN NATH & ROSENTHAL LLP

14  
15 By 

FELIX T. WOO

16 Attorneys for Plaintiff  
17 Blizzard Entertainment, Inc.

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