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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

MATTHEW CASSELL and ALAN LIU,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

UBISOFT ENTERTAINMENT S.A. and
UBISOFT, INC.

Defendants.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiffs Matthew Cassell and Alan Liu (“Plaintiffs”) bring this action on behalf of
2 themselves, and all others similarly situated against Defendants Ubisoft Entertainment S.A. and
3 Ubisoft, Inc. (collectively, “Defendants” or “Ubisoft”). Plaintiffs make the following allegations
4 pursuant to the investigation of their counsel and based upon information and belief, except as to
5 the allegations specifically pertaining to themselves, which are based on personal knowledge.

6 **NATURE OF ACTION**

7 1. Imagine you buy a pinball machine, and years later, you enter your den to go play it,
8 only to discover that the all the paddles are missing, the pinball and bumpers are gone, and the
9 monitor that proudly displayed your unassailable high score is removed. Turns out the pinball
10 machine manufacturer decided to come into your home, gut the insides of the pinball machine, and
11 remove your ability to play the game that you *bought* and *thought* you owned. Even though you
12 paid full price to receive this game, you never knew that the manufacturer could come in one day,
13 and, without your control, leave you with a skeleton of what you thought you paid for. This is
14 exactly what happened to thousands of Ubisoft consumers, including Plaintiffs Cassell and Liu,
15 when, on March 31, 2024, Defendants decided to shut down the servers for their video game, *The*
16 *Crew* (the “Product” or the “Game”).¹

17 2. This decision resulted in Defendants’ complete destruction of the Game which
18 totally barred consumers’ access to the product they paid money for. To further rub salt on the
19 wound, Defendants decided that they would not provide consumers with the basic courtesy of
20 leaving intact the single-player version of the Game so that the thousands of consumers who paid
21 hard earned money for *The Crew* could at least enjoy *some* portion of this beloved Game offline.

22 3. Defendants duped consumers in two ways. First and foremost, Defendants misled
23 consumers by telling them they were *buying* a game, when in fact, all they were renting was a
24 *limited license* to access a game that Defendants choose to maintain at their own *noblesse oblige*.
25 In other words, consumers thought they were obtaining the *full* bundle of sticks we know as
26 property ownership; not the brittle bundle Defendants actually conveyed. In many cases, this

27 _____
28 ¹ The Product only includes the game *The Crew*, not subsequent spin-off video games such as *The Crew 2*.

1 deception was compounded by the fact that many gamers, like Plaintiffs, *bought* physical disks
2 storing the Game data, which reasonably made them believe that they could input that disk into
3 their computer or game console and play the game whenever they wanted. Defendants also
4 reinforced this belief by including language on the Product packing stating that the *online* portion
5 of the Game could be retired, thereby representing to consumers that an *offline* portion of the Game
6 existed that would be unaffected. Second, through the totality of the Product's packaging,
7 Defendants falsely represented that *The Crew* itself was encoded onto physical disks consumers
8 could buy or the digital files consumers could pay to download. However, in reality, *The Crew*
9 itself resided on a remote server, and the physical disks and downloaded files consumers paid for
10 were more akin to a key they could use to open the gates of this remote server, which Defendants
11 could one day decide to fail to maintain. Defendants intended consumers to rely on their
12 representations and omissions in making their purchasing decisions. Through their conduct,
13 Defendants have violated California state consumer protection laws.

14 4. Had Plaintiffs and all other similarly situated consumers known the truth of what
15 they were receiving when they paid money for the physical copy of *The Crew*, they would have paid
16 substantially less for the Product or would not have purchased it at all.

17 5. Accordingly, Plaintiffs bring their claims against Defendants individually and on
18 behalf of a class of all others similarly situated for (1) violation of the Consumers Legal Remedies
19 Act, Cal. Civ. Code § 1750, *et seq.*; (2) violation of California's Unfair Competition Law (Cal.
20 Bus. & Prof. Code § 17200, *et seq.*); (3) violation of California's False Advertising Law (Cal. Bus.
21 & Prof. Code § 17500, *et seq.*); (4) Fraud; (5) Fraudulent Inducement; (6) Fraudulent
22 Misrepresentation; (7) Breach of Express Warranty; (8) Breach of Implied Warranty.

23 **THE PARTIES**

24 6. Plaintiff Matthew Cassell is a citizen of California who resides in West Sacramento,
25 California. Plaintiff Cassell purchased the Product from the Game Stop previously located at 771
26 Ikea Ct. West Sacramento, CA 95605 in early 2020. Plaintiff Cassell purchased the physical video
27 game disk version of the Product. When Plaintiff Cassell purchased the Product, he was under the
28 impression that he was paying to own and possess the video game, *The Crew*, instead of paying for

1 a limited license to use the Game. Plaintiff Cassell was under the impression that by purchasing
2 the physical Game disk, he acquired the full bundle of ownership rights over the Game, and that he
3 would be able to use the disk to play the game whenever he wanted in the future. Plaintiff Cassell
4 was also unaware that the Product was continuously operating on servers or “online.” Plaintiff
5 Cassell only became aware that the Product’s servers shut down when he and his family attempted
6 to play the Game, and it did not work.

7 7. Based on Defendants’ representations and omissions, Plaintiff Cassell understood
8 that by purchasing the Product, he was purchasing a video game he could continue to play,
9 indefinitely, without risk of the Game being disabled. Plaintiff Cassell reasonably relied on these
10 representations and omissions that were part of the basis of the bargain in that he would not have
11 purchased the Product or would not have purchased it on the same terms, if the true facts had been
12 known. As a direct result of Defendants’ material misrepresentations and omissions, Plaintiff
13 Cassell suffered, and continues to suffer, economic injuries.

14 8. Plaintiff Alan Liu is a citizen of California who resides in Madera, California.
15 Plaintiff Liu purchased the Product from the Game Stop located at 2180 W Cleveland Ave #108,
16 Madera, CA 93637, sometime shortly after November 22, 2018, likely as part of a Black Friday or
17 Cyber Monday sale. Plaintiff Liu purchased the physical video game disk version of the Product.
18 When Plaintiff Liu purchased the Product, he was under the impression that he was paying to own
19 and possess the video game, *The Crew*, instead of paying for a limited license to use *The Crew*
20 game. When Plaintiff Liu purchased the Product, he was under the impression that by purchasing
21 the physical Game disk, he acquired the full bundle of ownership rights over the Game, and that he
22 would be able to use the disk to play the game whenever he wanted in the future. After the
23 Product’s servers were shut down by Defendants, Plaintiff Liu wished to continue playing the
24 video game. Therefore, he purchased a spin-off game of *The Crew* also published by Defendants.

25 9. Based on Defendants’ representations and omissions, Plaintiff Liu understood that
26 by purchasing the Product, he was purchasing a video game he could continue to play, indefinitely,
27 without risk of the Game being disabled. Plaintiff Liu reasonably relied on these representations
28 and omissions that were part of the basis of the bargain in that he would not have purchased the

1 Product or would not have purchased it on the same terms, if the true facts had been known. As a
2 direct result of Defendants' material misrepresentations and omissions, Plaintiff Liu suffered and
3 continues to suffer, economic injuries.

4 10. Defendant Ubisoft Entertainment S.A. is a public limited company registered and
5 headquartered in Saint Mandé, France. Defendant is a video game publisher that publishes the
6 Products, and is responsible for the advertising, marketing, trade dress, and packaging of the
7 Products online and through various retailers throughout the United States.

8 11. Defendant Ubisoft, Inc. is a California corporation with its principal place of
9 business in San Francisco, California. Defendant is the United States publisher of *The Crew*.

10 **JURISDICTION AND VENUE**

11 12. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2)(A), as
12 amended by the Class Action Fairness Act of 2005 ("CAFA"), because this case is a class action
13 where the aggregate claims of all members of the proposed class are in excess of \$5,000,000.00,
14 exclusive of interest and costs, there are over 100 members of the putative class, and Plaintiffs, as
15 well as most members of the proposed class, are citizens of different states than at least one of the
16 Defendants.

17 13. This Court has general personal jurisdiction over Ubisoft, Inc. because it is
18 domiciled in this state.

19 14. This Court has specific personal jurisdiction over Ubisoft Entertainment S.A.
20 because it transacts substantial business in this District, has substantial aggregate contacts with this
21 District, engaged in conduct that has and had a direct, substantial, reasonably foreseeable, and
22 intended effect of causing injury to persons throughout this District, and purposefully availed itself
23 of the laws of the State of California in this District, because the acts and transactions giving rise to
24 this action occurred in this District. Specifically, Ubisoft Entertainment S.A. engaged with its
25 subsidiary, Ubisoft, Inc., a California corporation, for the publishing of *The Crew*.

26 15. This Court is the proper venue for this action pursuant to 28 U.S.C. § 1391 because
27 a substantial part of the events, omissions, and acts giving rise to Plaintiffs' claims herein occurred
28 in this District.

FACTUAL ALLEGATIONS

A. Video Games; From Past to Present

16. Home-use videogame consoles emerged in the 1970s.² Initially, videogame consoles stored a limited number of games directly on their hardware. Later, the development of game cartridges and disks allowed players to interchange games with consoles.³ Compatibility between game cartridges and disks (software) and videogame consoles (hardware) became important.⁴ As consoles evolved, newer consoles became incompatible with older games. However, incompatibility did not render older video games obsolete: so long as players kept their old consoles, they could play their old games.⁵ In this way, traditional games theoretically last forever, so long as the software and hardware remain physically intact.

17. In the 1990s, general internet use by the public increased. Over time, developers used the internet to initiate massive multiplayer online role-playing games (MMORPG).⁶ These games used the internet as their platform, creating a space where individuals could play the game while socially interacting with one another.⁷ Today, every major console has internet connectivity, and most games contain internet-based features.

18. When players use the internet in games, they are using the internet hosted by the game company's servers.⁸ Unlike in the past, where users could continue playing old games if they continued using their old consoles, players now have to rely on the company to continue hosting the game in order to continue having access.⁹ If the company's servers for a particular game go down or are shut down, the games become unplayable unless there is an offline version.

² Stellan Johansson, *Media and Culture: An Introduction to Mass Communication, The Evolution of Electronic Games*, (2010), <https://courses.lumenlearning.com/suny-massmedia/chapter/10-2-the-evolution-of-electronic-games/>.

³ *Id.*

⁴ *Id.*

⁵ *Id.*

⁶ *Id.*

⁷ *Id.*

⁸ *Id.*

⁹ *Id.*

1 **B. Background on *The Crew***

2 19. *The Crew*, an arcade-action social racing game released in 2014,¹⁰ gives users an
3 “opportunity to drive anywhere in an idealized, shrunken version of the contiguous United States.
4 *The Crew* features a 20-hour campaign that allows players to engage in missions alone, with
5 friends, or with random co-op players. Upgrades and geographic unlocks are awarded along the
6 way. In multiplayer, players can create their own crew to compete against other teams in races,
7 take-downs, and other challenges.”¹¹ In short, *The Crew* offers both single-player and multi-player
8 experiences.

9 20. *The Crew* video game series was developed and published by Ubisoft. Ubisoft is a
10 major video game developer responsible for developing and publishing popular titles such as
11 *Assassin’s Creed*, *Far Cry*, and *Tom Clancy’s* series.

12 21. According to a since-deleted blog post by Ubisoft, *The Crew* had 12 million players
13 before it was delisted.¹² Millions of copies of the game were sold via Ubisoft’s digital store,¹³ as
14 well as Xbox.com, GameStop, and PlayStation.¹⁴

15 22. Since the debut of *The Crew*, the game has turned into a franchise that includes
16 subsequent spin-off games such as *The Crew 2*, released in 2018¹⁵, and *The Crew Motorfest*,
17 released in 2023¹⁶.

18
19
20 ¹⁰ Colin Campbell, *The Crew is Ubisoft’s social racing gambit*, POLYGON (June 10, 2023),
<https://www.polygon.com/2013/6/10/4412894/the-crew-is-ubisofts-social-racing-gambit>.

21 ¹¹ *Id.*

22 ¹² James, Ford, *The Crew reaches 12 million players*, GAMEREACTOR (May 6, 2017), <https://www.gamereactor.eu/the-crew-reaches-12-million-players/>.

23 ¹³ *Ubisoft Store*, https://store.ubisoft.com/us/the-crew?lang=en_US.

24 ¹⁴ Marc Marasigan, *Ubisoft is Shutting Down Open-World Racing Game The Crew in March 2024*, MMOS.COM (Dec.
16, 2023) <https://mmos.com/news/the-crew-shutting-down-in-march-2024>

25 ¹⁵ Youssef Maguid, *The Crew 2 Launches June 29*, UBISOFT (March 15, 2018), <https://news.ubisoft.com/en-us/article/1UkPHHDkG0yXgS3F4k0aU9/the-crew-2-launches-june-29>.

26 ¹⁶ Youssef Maguid, *The Crew Motorfest – Year 2 Brings New Island and More on November 6*, UBISOFT (Sept. 10,
27 2024), <https://news.ubisoft.com/en-ca/article/1fiTcUyVqBbYf2zM4uhaaR/the-crew-motorfest--year-2-brings-new-island-and-more-on-november-6#:~:text=The%20Crew%20Motorfest%20launched%20in,%2C%20customization%20options%2C%20and%20more.>

1 23. Traditionally speaking, video games in single-player mode do not require an internet
2 connection. However, since *The Crew* operated from a remote server, there was no offline option.
3 To play, users required a permanent internet connection, even if they purchased a physical copy of
4 the Game as opposed to a digital copy.

5 **C. Dedicated Gaming Servers**

6 24. *The Crew* worked off a dedicated game server. “A dedicated game server provides
7 exclusive resources for hosting a single game, which means all the server’s CPU, memory, and
8 bandwidth are allocated to that game alone. The exclusive allocation eliminates the competition
9 for resources that leads to lag and performance issues.”¹⁷ The benefits of dedicated gaming servers
10 include security, reliability, and stability.¹⁸

11 25. Dedicated gaming servers are helpful for real-time strategy games like *The Crew*.
12 “Real-time strategy games require players to make quick decisions and micromanage units. Low
13 latency ensures that commands execute in real time, preventing lag that could disrupt the timing of
14 attacks, resource management, and unit movements.”¹⁹

15 **D. Ubisoft Shuts Down *The Crew*’s Servers**

16 26. On December 14, 2023, Ubisoft announced it would shut down *The Crew*’s servers
17 on March 31, 2024, meaning that after that date, consumers would lose all access to the Game on
18 all platforms.²⁰ And so it happened on March 31, 2024.

19 27. The result of the shutdown was the complete destruction of the Game and players’
20 ability to access and play the Game all together, including both multiplayer and singleplayer
21 options.

22
23 _____
24 ¹⁷ Nikola Kostic, What Is a Dedicated Game Server & Why Use One?, PHOENIXNAP (June 27, 2024),
25 [https://phoenixnap.com/blog/dedicated-game-
server#:~:text=A%20dedicated%20game%20server%20provides,to%20lag%20and%20performance%20issues](https://phoenixnap.com/blog/dedicated-game-server#:~:text=A%20dedicated%20game%20server%20provides,to%20lag%20and%20performance%20issues).

26 ¹⁸ *Id.*

27 ¹⁹ *Id.*

28 ²⁰ Matt Wales, *Ubisoft reportedly revoking The Cre from owners’ libraries following server shutdown*, EUROGAMER (April 12, 2024), <https://www.eurogamer.net/ubisoft-reportedly-revoking-the-crew-from-owners-libraries-following-server-shutdown>.

1 28. Ubisoft’s act caused an uproar among its consumers. One of the main frustrations
2 that consumers have with the shut down is that Ubisoft did not provide a preserved, offline, single-
3 player option of the Game, otherwise known as a “patch.”

4 29. Consumers felt a patch was warranted, especially since it was possible to play *The*
5 *Crew* “alone from beginning to end against the computer, without ever engaging with the
6 multiplayer. Hell, the entire prologue of *The Crew couldn’t* be done in multiplayer.”²¹

7 30. It is a common practice for game developers to create and provide patches of games
8 to its consumers once they decide to shut down a game’s servers. Ubisoft’s competitors have done
9 so in recent years. For example, Polyphony Digital shut down its online servers for its 2017 game,
10 *Gran Turismo Sport*.²² Like *The Crew*, *Gran Turismo Sport* was also a fully online game with both
11 multiplayer and single player options.²³ However, unlike Ubisoft, Sony did create a patch for its
12 game, meaning consumers can still play the single player option of the game offline.²⁴ Further
13 examples of server shut downs where the developer created patches include *Knockout City*
14 published by Velan Studios, *Mega Man X DiVE* published by Capcom, *Scrolls / Caller’s Bane*
15 published by Mojang AB, and *Duelyst* published by Bandai Namco Entertainment.²⁵

16 31. Even Ubisoft has previously shut down online servers for old games while
17 preserving the offline features of the game—such was the case with *Assassin’s Creed 2*, *Assassin’s*
18 *Creed 3*, and more.²⁶

19 32. But with *The Crew*, Ubisoft only provided a limited remedy for consumers –
20 refunds for those who recently purchased the Game.²⁷ This remedy was offered despite the fact

21 ²¹ Luke Reilly, *Delisting The Crew Makes Sense, Preventing It From Ever Being Played Again Does Not*, (April 22,
22 2024), <https://www.ign.com/articles/delisting-the-crew-makes-sense-preventing-it-from-ever-being-played-again-does-not>.

23 ²² GT Sport, *Gran Turismo Sport End of Online Services*, https://www.gran-turismo.com/us/gtsport/news/00_1344615.html

24 ²³ *Id.*

25 ²⁴ Reilly *supra*, note 23.

26 ²⁵ Stop Killing Games, FAQ, <https://www.stopkillinggames.com/faq>.

27 ²⁶ Vikki Blake, *Ubisoft is turning off multiplayer servers for these 15 games*, gamesradar+ (Oct. 6, 2022),
<https://www.gamesradar.com/ubisoft-is-turning-off-multiplayer-servers-for-these-15-games/>

28 ²⁷ Lawrence Bonk, *Ubisoft is deleting The Crew from players’ libraries, reminding use we own nothing*, ENGADGET
(April 12, 2024), <https://sg.finance.yahoo.com/news/ubisoft-is-deleting-the-crew-from-players-libraries-reminding-us->

1 that *The Crew* was released almost a decade ago, consumers purchased the Game years ago, and
2 many consumers do not qualify to obtain a refund.²⁸

3 **E. Consumer Response to *The Crew*'s Server Shut Down**

4 33. Ubisoft's shut down of *The Crew* stirred outrage among the gaming community.
5 *The Crew* fans and gamers in general took to the internet to express their criticism and frustration
6 about the decision. The following are messages from *The Crew* fans via Reddit speaking on the
7 issue:

8 "I will always fight for digital media, I love all the advantages it gives to users all around
9 the world. But this... we need protection on the national or European level, that when we
10 purchase something, we need to have lifetime access to it. No matter what."²⁹

11 "In an ideal world, revoking a license like this should entitle the buyer to a refund. I'm not
12 sure why they're even bothering with doing this. The game isn't playable anymore, so
13 what exactly is the harm in keeping the game available for download for those who have
14 purchased it? Server space? Is Ubisoft really that cheap?"³⁰

15 "that's what i hate about online games..... it's literally like paying full price for a game but
16 instead its a subscription that ends once they decide to pull the plug....."³¹

17 "They NEED to release a offline patch. It's just unacceptable, they just remove the game
18 and don't let us play. The is anti-consumer and this probably could result in legal
19 actions."³²

20 "Are you serious? I just bought the game and ive already played passed the minimum return
21 hours and can't refund it, Uggggg why."³³

22 _____
23 we-own-nothing-
24 165328083.html?guccounter=1&guce_referrer=aHR0cHM6Ly93d3cuZ29vZ2xlLmNvbS8&guce_referrer_sig=AQAA
25 AMV1_TqChKJShMHX7M4XUwXo7ORQ3x8zrFcetAXrMKcxN0kTWml-
26 yrVi9OSje5QxJgKtqfyCUKA2BvpRRMrssveF4qMB9HTh3MPBDz60vq8I8U14oFLFc4qbg8qn5FJWE22zzkW47R3
27 zVSOYDJ8OL117v9ylvWmcEjsNsEQxLPeT.

28 ²⁸ *Id.*

29 Mollie Taylor, *Ubisoft is stripping people's licenses for The Crew weeks after its shutdown, nearly squandering hopes of fan servers and acting as a stark reminder of how volatile digital ownership is*, PCGAMER (April 12, 2024), <https://www.pcgamer.com/games/racing/ubisoft-is-stripping-peoples-licences-for-the-crew-weeks-after-its-shutdown-nearly-squandering-hopes-of-private-servers-and-acting-as-a-stark-reminder-of-how-volatile-digital-ownership-is/>.

30 REDDIT, *Ubisoft is revoking licenses for The Crew*, Thread, https://www.reddit.com/r/Games/comments/1c1la9j/comment/kz4rn3d/?utm_source=share&utm_medium=web2x&context=3.

31 REDDIT, *The Crew 1 has been delisted from Steam, and will shut down on March 31, 2024*, Thread, https://www.reddit.com/r/The_Crew/comments/18iaqqi/the_crew_1_has_been_delisted_from_steam_and_will/.

28 ³² *Id.*

28 ³³ *Id.*

1 “I still play the crew 1 almost everyday, i hope ubisoft makes the game playable while
offline”³⁴

2 “I didn’t realize I was only renting this game back when I gave them my 60 dollars”³⁵

3 “If things like this continue why should we be paying full price for games especially if they
4 are digital games. Make it make sense .”³⁶

5 “I wonder about the constitutionality and legality of selling something *without a*
6 *subscription but as-is* and then taking away the right to enjoy that product... I feel like it
should be a violation of contract to do that...”³⁷

7 “That’s shit. What happened to the days when you played a game for life. You should be
8 able to play single player off line with the CPU’s”³⁸

9 34. Aside from consumers expressing their frustrations online, they have also taken to
10 supporting world-wide campaigns to effectuate a change in the practice of shutting down games’
11 servers without options to preserve the game for offline play.

12 35. For example, YouTuber, Ross Scott, the creator of the YouTube channel, Accursed
13 Farms, launched a campaign called “Stop Killing Games.”³⁹ The campaign uses *The Crew* as its
14 primary example of the issue at hand. The “Stop Killing Games” campaign provides consumers
15 with education on the issue of video game server shutdowns, possible solutions (such as game
16 patches), and mechanisms for consumers to take action.⁴⁰ Namely, the website provides users with
17 a link to a European Union initiative called the “European Citizens’ Initiative.”⁴¹ This initiative is
18 a call “to require publishers that sell or license videogames to consumers in the European Union (or
19 related features and assets sold for videogames they operate) to leave said videogames in a
20 functional (playable) state.”⁴² The goal of pursuing this process is for the European Union to

21 ³⁴ *Id.*

22 ³⁵ *Id.*

23 ³⁶ *Id.*

24 ³⁷ *Id.*

25 ³⁸ *Id.*

26 ³⁹ STOP KILLING GAMES, <https://www.stopkillinggames.com/>.

27 ⁴⁰ STOP KILLING GAMES, *FAQ*, <https://www.stopkillinggames.com/faq>.

28 ⁴¹ STOP KILLING GAMES, *European Citizens’ Initiative*, <https://www.stopkillinggames.com/eci>.

⁴² EUROPEAN UNION, *European Citizens’ Initiative: Stop Destroying Videogames*,
<https://eci.ec.europa.eu/045/public/#/screen/home>.

1 accept the initiative and create new legislation to address the issue. At this point, the initiative has
2 over \$350,000 signatories throughout the EU.⁴³

3 36. “Stop Killing Games” also urges consumers in the United States to report the issue
4 of Ubisoft shutting down *The Crew*’s servers to the FTC,⁴⁴ to submit answers to a survey to
5 initiate a lawsuit in Brazil, and provides other options for legal action for individuals in other
6 countries.⁴⁵

7 37. A petition was also made on change.org which has garnered over four thousand
8 signatures.⁴⁶ The petition’s goal is to pressure Ubisoft to provide an offline patch of the Game so
9 users can continue enjoying the Game they paid for.⁴⁷

10 38. Further, fans have resorted to taking matters into their own hands. A group of
11 modders⁴⁸ called The Crew Unlimited has been even tried to “make the game playable again by
12 taking it offline, removing the need for Ubisoft’s servers and giving the title a new lease of life on
13 PC.”⁴⁹

14 **F. Ubisoft’s Response to the Consumer Backlash**

15 39. Following the consumer backlash on Ubisoft’s shutdown of *The Crew*’s servers,
16 Ubisoft published a post on X via its Ubisoft UK account acknowledging⁵⁰ it “heard your concerns
17

18
19 ⁴³ EUROPEAN UNION, *European Citizens’ Initiative: Stop Destroying Videogames*, https://citizens-initiative.europa.eu/initiatives/details/2024/000007_en#

20 ⁴⁴ STOP KILLING GAMES, https://www.stopkillinggames.com/countries/united_states.

21 ⁴⁵ STOP KILLING GAMES, <https://www.stopkillinggames.com/countries>.

22 ⁴⁶ CHANGE.ORG, *The Crew 1 Shutdown – Bring Offline Mode, Ubisoft; Petition*, (Dec. 15, 2023), <https://www.change.org/p/the-crew-1-shutdown-bring-offline-mode-ubisoft?redirect=false>.

23 ⁴⁷ *Id.*

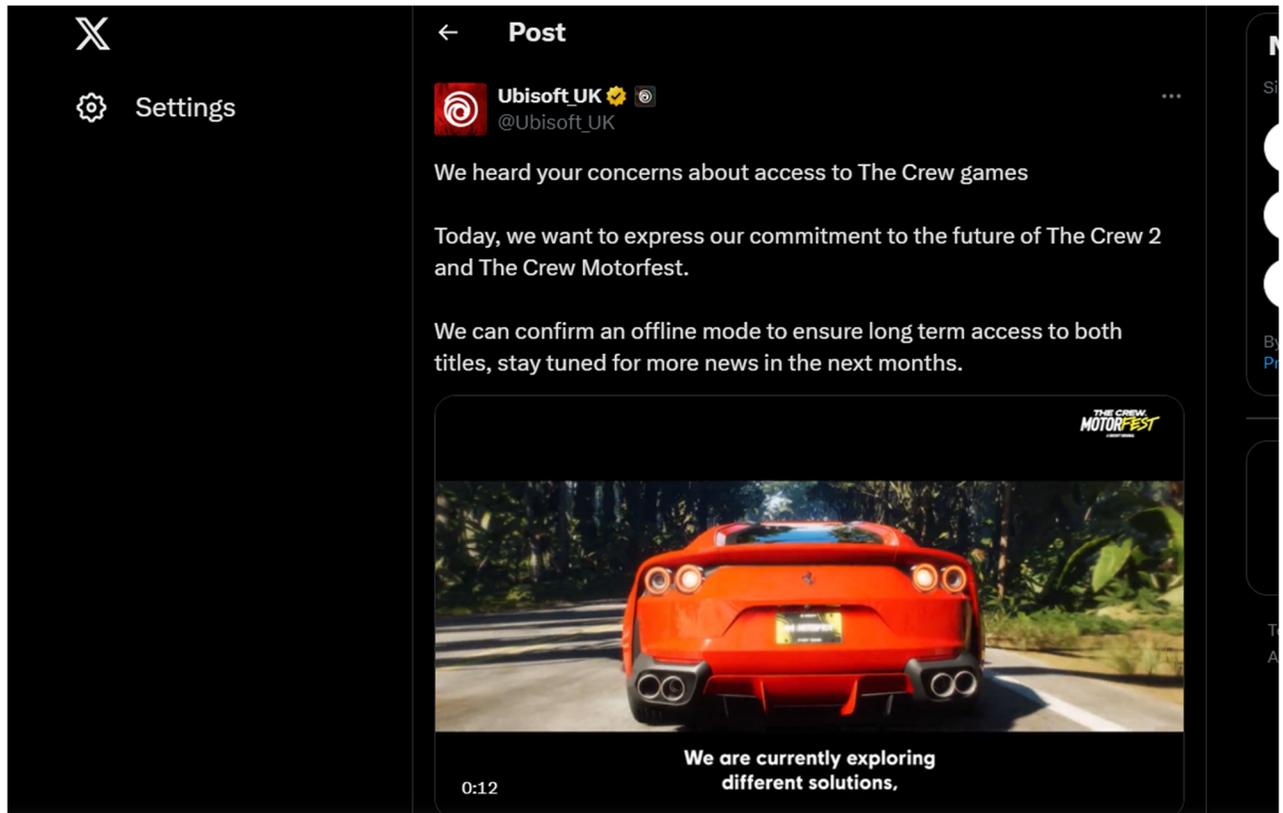
24 ⁴⁸ *Forum: What is Modding?*, PLANET COASTER, <https://forums.frontier.co.uk/threads/what-is-modding.497176/>
(answering the forum question on what modding is by explaining that “Modding is the process of altering a game to
suit a particular set of interests, or inserting additional content not created by the game developer.”)

25 ⁴⁹ Joshua Robertson, *The Crew Fans Are Slowly Making The Game Playable Again*, THEGAMER (April 20, 2024),
26 <https://www.thegamer.com/the-crew-fans-slowly-making-game-playable-again/>.

27 ⁵⁰ @Ubisoft_UK, X (Sept. 10, 2024),
https://x.com/Ubisoft_UK/status/1833543517596954728?ref_src=twsrc%5Etfw%7Ctwcamp%5Etweetembed%7Ctwterm%5E1833543517596954728%7Ctwgr%5E52156233d48e904ddb8698d2737c5f906513c56%7Ctwcon%5Es1_&ref_url=https%3A%2F%2Fwww.thegamer.com%2Fthe-crew-2-motorfest-getting-offline-modes-following-backlash%2F.

1 about access to The Crew games” and committed to create offline modes for the still existing
2 Crew-franchise games, *The Crew 2* and *The Crew Motorfest*. See Figure 1.

3 **Figure 1**



17

18 40. Ubisoft’s response shows that Ubisoft is aware that the ability to have lifetime
19 access to a Game consumers pay for is material to consumers when deciding whether to spend their
20 money on a game. It also shows that Ubisoft has the capability to accommodate for shut down
21 servers by creating a permanent offline option for consumers to enjoy indefinitely.

22 41. While the announcement was an attempt to appease the angry Plebeians, it still
23 failed to make consumers of *The Crew* whole. It does not remedy the harm already done since *The*
24 *Crew*, the Game that was *already* shut down, will not be preserved by Ubisoft, only the subsequent
25 Crew games.

1 44. An owned good provides an owner with autonomy over the good – “[i]f we own our
2 purchases, we are free to make whatever lawful use of them we choose” such as “lend[ing] it,
3 giv[ing] it away, or donat[ing] it.”⁵¹ “People pay for things that offer them good value for their
4 money. And ownership is a major component of that value. Property rights mean that buyers have
5 assurances about their ability to use and enjoy the products they buy.”⁵²

6 45. As such, researchers have found that people attribute a greater value to things that
7 they own, known as the endowment effect. Specifically, research shows that “we place greater
8 value on the things we own because we own them” more so than things “we simply use” (such as
9 licensed goods).⁵³

10 46. And even in the wake of the spread of digital goods, such as digital music, videos,
11 books, and video games, consumers were still accustomed to having the assurance of obtaining all
12 their property rights if they chose to purchase a physical good instead of the digital one. For
13 example: consumers who “wanted fleeting access [to music], [would] listen to the radio for free.
14 But when [they] spent money on music [via a physical good like a CD], [they] got something
15 lasting and transferable.”⁵⁴

16 47. But as the digital world has evolved even further, this clear delineation of the rights
17 that consumers expect and actually receive when they choose to buy a physical good instead of a
18 digital good is not always accurate. And further, consumers do not understand “precisely what
19 rights their digital” purchases are offering them.⁵⁵

20 48. In this case, consumers believed they were landowners over a copy of the digital
21 world of *The Crew*. Much like how a homeowner that “Buys” a house reasonably believes that
22 purchase entitles them to enter their own house whenever they wish, purchasers of *The Crew*

23
24 ⁵¹ Aaron Perzanowski & Jason Schultz, *Introduction*, in *THE END OF OWNERSHIP: PERSONAL PROPERTY IN THE DIGITAL ECONOMY*, 1, 10 (2016).

25 ⁵² *Id.* at 12.

26 ⁵³ Aaron Perzanowski & Jason Schultz, *Copies, Clouds, and Streams*, in *THE END OF OWNERSHIP: PERSONAL PROPERTY IN THE DIGITAL ECONOMY*, 35, 53 (2016).

27 ⁵⁴ *Id.* at 53-54.

28 ⁵⁵ *Id.* at 54.

1 reasonably believed they were free to access the digital world of *The Crew* whenever they wished,
2 by turning on the game, hoping in their virtual racecar, and driving around the Game’s many maps.
3 However, in fact, consumers were just lowly serfs. Defendants, the lords, would – entirely at their
4 whim – maintain this Game for some period of time. But then the lords would take away the Game
5 and release a new version. In order to continue living on the land (and keep playing the Game),
6 these serfs would need to pay their lords more money to “buy” a new version of the game.

7 49. A point of confusion does stem from consumer expectations and traditional
8 understandings of ownership. However, another point of consumer confusion is a direct result of
9 seller’s misrepresentations and omissions as to what consumers are obtaining from their purchase.

10 **H. Defendants’ Representations and Omissions Are Actionable**

11 50. A big issue consumers have with Ubisoft’s shutdown of *The Crew* is that despite
12 paying full price for the video Game, Ubisoft completely destroyed consumers’ ability to access
13 the Game. An underlying belief that makes consumers angry at Ubisoft’s actions is the belief that
14 by paying for *The Crew*, they **owned** the copy of the Game that they purchased and therefore had
15 the right to continue to access the Game via their disk copy instead of being subjected to losing
16 access at Ubisoft’s will.

17 51. Now, why would consumers be confused about what their rights were when paying
18 for a digital copy of the Game? That is because of Ubisoft’s omissions and representations to
19 consumers.

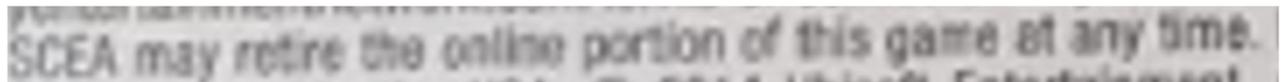
20 52. First, Ubisoft omitted material facts from consumers. That being that Ubisoft did
21 not tell consumers that by buying a physical disk copy of the Game, that they would not have
22 ownership over the Game and that Ubisoft could and would completely destroy consumers’ ability
23 to access the Game at any point. This omission is material given that consumers value a good that
24 they own at a higher price than a good that they license. Knowing that the Game could be shut
25 down at any point is a material consideration that would influence consumers’ decision on whether
26 to pay the full price for the Game, or whether to even pay for it to begin with.

27 53. The material omission goes to the central function of the product. That is because
28 the central function of a video game is the ability for a user to **play the game they paid for**. The

1 fact that consumers were only licensing the Game, and that Ubisoft could and would shut down the
2 Game’s servers, completely disabling access to the Game at any point, goes to the Product’s central
3 function because it affects a consumer’s ability to **play the Game**.

4 54. Second, Ubisoft made material misrepresentations about the Game when looking at
5 the totality of *The Crew*’s packaging. For example, the packaging includes references to “1
6 PLAYER” functionality. The packaging also affirmatively misleads consumers into believing that
7 there is an **offline portion** of the Game because it warns that “SCEA may retire the **online portion**
8 of this game at any time.” *See* Figure 5 (Emphasis added).

9 **Figure 5**



12
13 55. However, as Defendants’ conduct makes clear, there is **no offline portion** of the
14 Game, and the entire Game would be retired at their sole discretion.

15 56. Specifically, by selling a physical copy of the Game, Ubisoft represented to
16 consumers that they were purchasing a copy of the Game and were therefore obtaining the full
17 bundle of traditional ownership rights over that copy of the Game, instead of a license to use the
18 Game. Because of this, consumers were also misled to believe that they would be able to play the
19 Game at any time with the copy of the Game they purchased simply by putting the disk in their
20 console.

21 57. Further, the packaging of the physical copy includes language such as “**NEVER**
22 **DRIVE ALONE**” and explains various things a player can do while playing the Game. *See* Figures
23 6-7. When taken as a whole, these representations tell consumers that the Product is a game that
24 will **never** be retired. However, because Ubisoft shut down the Game’s servers, this representation
25 is false in that the Game no longer exists and is no longer a video game.

Figure 6



Figure 7



58. These misrepresentations are material because consumers would not have paid the same price for the Product or would not have purchased the Product at all had they known that at the time of purchase that the representation that they were paying for a video game was false, given the video game no longer exists.

59. The same is true for Plaintiffs Liu and Cassell. Had Plaintiffs known of Defendants' omitted material facts and misrepresentations, they would not have purchased the Game or would have paid less for it.

FED. R. CIV. P. 9(b) ALLEGATIONS

1
2 60. Rule 9(b) of the Federal Rules of Civil Procedure provides that “[i]n alleging fraud
3 or mistake, a party must state with particularity the circumstances constituting fraud or mistake.”
4 To the extent necessary, as detailed in the paragraphs above and below, Plaintiffs have satisfied the
5 requirements of Rule 9(b) by establishing the following elements with sufficient particularity.

6 61. **WHO**: Defendants omitted material facts from the packaging and marketing of the
7 Product by omitting that they would shut down the Product’s servers at any point without
8 providing, at a minimum, an offline mode for consumers to continue to access the Game they paid
9 for. Defendants also made material misrepresentations of fact to consumers by representing,
10 through the totality of the Product packaging, that the Product was a video game and that
11 consumers were purchasing a physical copy of the Game thereby giving them the full bundle of
12 ownership rights over their copy of the Game. However, the representation was false given that
13 consumers, by paying for a physical disk of the Game, only obtained a license to use the Game,
14 and that the Product is no longer a video game since it no longer exists per Defendants’ server shut
15 down of *The Crew*.

16 62. **WHAT**: Defendants’ conduct was fraudulent and deceptive because it had the effect
17 of deceiving consumers into believing that (1) by “buying” the Game, they were obtaining all the
18 traditional bundle of sticks of property rights over the Game, when, in fact, they were only
19 receiving a limited license; (2) by purchasing a physical copy of the Game, a consumer would
20 continue to have access to the Game without being subjected to Defendants’ barring their access to
21 play the Game at any point; and (3) by paying for the Product, consumers were purchasing a video
22 game, when in reality, they were only receiving access to enter a video game Defendants controlled
23 entirely at their *noblesse oblige*. Defendants omitted material facts from the packaging and
24 marketing of the Product by omitting that they would shut down the Product’s servers at any point
25 without providing, at a minimum, an offline mode for consumers to continue to access the Game
26 they paid for. Defendants knew or should have known this information is material to all reasonable
27 consumers and impacts consumers’ purchasing decisions. In fact, Defendants’ response to
28 consumer complaints about the server shut down signal Defendants’ knowledge of the materiality

1 of this information. Yet, Defendants omitted these facts from the Products' labeling and
2 marketing. Further, Defendants, as the developers, manufacturers, and distributors of the Product,
3 had exclusive knowledge about the true state of its Product's operation, that the Product fully
4 operated on Ubisoft servers, that consumers were not obtaining full ownership rights over the copy
5 of the Game they purchased when paying for a physical disk, and that Defendants could and would
6 shut down the servers and entirely disable the Game at any time.

7 63. **WHEN**: Defendants made the above-described omissions and misrepresentations
8 continuously throughout the applicable relevant periods, including at the point of sale.

9 64. **WHERE**: Defendants' omissions and misrepresentations occurred in their
10 marketing and advertising of the Product meaning the Product's labels and packaging did not
11 contain the pertinent information about their ability to shut down and completely disable the Game
12 at any point and that the Game would no longer be a video game. The Product was sold in both
13 brick-and-mortar stores and online stores nationwide.

14 65. **HOW**: Defendants made these material omissions and misrepresentations on the
15 labeling and marketing of the Product. And as discussed in detail throughout this Complaint,
16 Plaintiffs and Class members viewed and relied on Defendants' omissions and misrepresentations
17 before purchasing the Product.

18 66. **WHY**: Defendants omitted and misrepresented from the Product's labeling and
19 marketing the fact that by paying for a physical copy of the Game, consumers were not obtaining
20 the full bundle of ownership rights over that copy they purchased and that Defendants could
21 completely destroy the Game at any point so that consumers would purchase the Product at a
22 substantial price premium or more than they would have paid had they known the truth about the
23 Product. As such, Defendants profited by selling the Product to at least thousands of consumers
24 throughout the nation, including Plaintiffs and the Class members.

25 **CLASS ALLEGATIONS**

26 67. Plaintiffs bring this class action pursuant to 23(b)(2) and 23(b)(3) of the Federal
27 Rules of Civil Procedure, individually and on behalf of a class defined as all persons in the United
28

1 States who purchased the Products (the “Class”). Excluded from the Class are persons who made
2 such purchases for purposes of resale.

3 68. Plaintiffs also seek to represent a subclass of all Class Members who purchased the
4 Product in the State of California (the “California Subclass”). Excluded from the California
5 Subclass are persons who made such purchases for purpose of resale.

6 69. As a result of additional information obtained through further investigation and
7 discovery, the above-described Classes may be modified or narrowed as appropriate, including
8 through the use of multi-state subclasses.

9 70. **Numerosity:** Members of the Classes are so numerous that their individual joinder
10 herein is impracticable. On information and belief, the Classes includes thousands of consumers.
11 The precise number of Class members and their identities are unknown to Plaintiffs at this time but
12 will be determined through discovery. Class Members may be notified of the pendency of this
13 action by mail, email, and/or publication.

14 71. **Commonality and Predominance:** Common questions of law and fact exist as to all
15 Class Members and predominate over questions affecting only individual Class Members. These
16 common legal and factual questions include, but are not limited to:

- 17 (a) whether Defendants’ representations about the Product included false and/or
18 misleading statements;
- 19 (b) whether Defendants’ omissions were material;
- 20 (c) whether Defendants have been unjustly enriched as a result of the unlawful
21 conduct alleged in this Complaint such that it would be inequitable for
22 Defendants to retain the benefits conferred upon it by Plaintiffs and the
23 Classes;
- 24 (d) whether Plaintiffs and the Class sustained damages with respect to the
25 common law claims asserted, and if so, the proper measure for their
26 damages;

27 72. With respect to the California Subclass, additional questions of law and fact
28 common to the members include whether Defendants violated the California Consumers Legal
Remedies Act as well as the California Unfair Competition Law.

73. **Typicality:** Plaintiffs’ claims are typical of the claims of the proposed Classes they
seek to represent because Plaintiffs, like all members of the Classes, were induced by Defendants’

1 false and misleading statements to purchase Defendants' Product and subsequently did purchase
2 Defendants' Product during the relevant class periods without knowing that Defendants' claims
3 and omissions about the Product were false and misleading. Plaintiffs, like all members of the
4 Classes, have been damaged by Defendants' misconduct in the very same way as the members of
5 the Classes. Further, the factual bases of Defendants' misconduct are common to all members of
6 the Classes and represent a common thread of misconduct resulting in injury to all members of the
7 Classes.

8 74. **Adequacy:** Plaintiffs are adequate representatives of the Classes they seek to
9 represent because their interests do not conflict with the interests of the members of the Classes,
10 they have retained counsel competent and experienced in prosecuting class actions, and they intend
11 to prosecute this action vigorously. The interests of the members of the Classes will be fairly and
12 adequately protected by Plaintiffs and their counsel.

13 75. **Superiority:** A class action is superior to other available means for the fair and
14 efficient adjudication of the claims of the members of the Classes. Each individual member of the
15 Classes may lack the resources to undergo the burden and expense of individual prosecution of the
16 complex and extensive litigation necessary to establish Defendants' liability. Individualized
17 litigation increases the delay and expense to all parties and multiplies the burden on the judicial
18 system presented by the complex legal and factual issues of this case. Individualized litigation also
19 represents a potential for inconsistent or contradictory judgments. By contrast, the class action
20 device presents far fewer management difficulties and provides the benefits of single adjudication,
21 economy of scale, and comprehensive supervision by a single court on the issue of Defendants'
22 liability. Class treatment of the liability issues will ensure that all claims and claimants are before
23 this Court for consistent adjudication of the liability issues.

24 76. Defendants have acted or failed to act on grounds generally applicable to the
25 Classes, thereby making appropriate final injunctive relief with respect to the Classes as a whole.

26 77. Without a class action, Defendants will continue a course of action that will result in
27 further damages to Plaintiffs and Members of the Classes and will likely retain the benefits of
28 wrongdoing.

1 continue to have access to the Game. Plaintiffs spent money in the transaction that they otherwise
2 would not have spent had they known the truth about Defendants’ advertising claims.

3 Alternatively, Plaintiffs would have paid substantially less for the Product had they known the
4 truth.

5 **1. “Unfair” Prong of the UCL**

6 93. A business act or practice is “unfair” under the UCL if it offends an established
7 public policy or is immoral, unethical, oppressive, unscrupulous, or substantially injurious to
8 consumers. That unfairness is determined by weighing the reasons, justifications, and motives for
9 the business act or practice against the gravity of the harm alleged.

10 94. Defendants’ conduct constitutes an “unfair” business practice because, as alleged
11 herein, Defendants engaged in, false, misleading, and deceptive advertising campaigns that mislead
12 consumers into believing that the Products they purchased were video games despite the fact that
13 Defendants shut down the Game’s servers, destroying the Game (meaning the Product is no longer
14 a video game). Further, Defendants engaged in, false, misleading, and deceptive advertising
15 campaigns that mislead consumers given they did not disclose the material fact that although
16 consumers paid money to purchase the Game at full price, Defendants would shut down the
17 Game’s servers, thereby destroying consumers’ access to the Game altogether.

18 95. Defendants’ conduct, as alleged above and herein, were not motivated by any
19 legitimate business or economic need or rationale, other than to maximize their revenue and the
20 expense of consumers. Specifically, upon information and belief, Defendants shut down the
21 Game’s servers so that consumers would purchase the next iterations of the Game, such as the
22 *Crew 2* and *The Crew Motorfest*. No legitimate reasons, justifications, or motives outweigh the
23 harm and adverse impact of Defendants’ conduct on members of the general consuming public.
24 Defendants engaged in such conduct solely to wrongfully extract monies from reasonable
25 consumers seeking to own a video game, to which Defendants are not entitled. Defendants could
26 have, but have not, used alternative means of effecting their legitimate business needs, such as by,
27 at a minimum, providing purchasing consumers of *The Crew* with a permanent avenue to access
28 the Game, even if that avenue is a limited offline mode of the Game; or by simply explicitly and

1 clearly informing consumers that when purchasing the Product, they were subject to Defendants
2 shutting down the servers at any given point, without providing consumers with an offline patch of
3 the Game..

4 96. Defendants' conduct harms consumers and hurts market competition. Defendants'
5 conduct, as alleged herein, is immoral, unethical, oppressive, unscrupulous, unconscionable, and/or
6 substantially injurious to Plaintiffs and Members of the California Subclass because it violates
7 consumers' reasonable expectations of what it means to pay for a physical copy of a video game.
8 If Defendants had advertised their Product in a non-misleading fashion, Plaintiffs and other
9 California Subclass Members could have considered other options for purchasing video games,
10 such as purchasing a video game that does not operate on servers.

11 **2. "Fraudulent" Prong of the UCL**

12 97. A business act or practice is "fraudulent" under the UCL if it is likely to deceive
13 members of the consuming public.

14 98. Defendants have engaged in fraudulent business practices by knowingly
15 representing to consumers that the Products they purchased were video games, when in fact, this
16 was false since Defendants destroyed the Game's servers rendering the Product no longer a video
17 game. Also, Defendants have engaged in fraudulent business practices by omitting to inform
18 consumers of the material fact that although consumers purchased a physical copy of the Game,
19 Defendants would destroy the Game's servers at any given point. Defendants' conduct deceived
20 Plaintiffs and California Subclass Members who purchased the Products in reliance on Defendants'
21 misrepresentations and omissions and were likely to deceive members of the consuming public
22 because, as alleged above, the Products violate consumers' reasonable expectations regarding their
23 rights to preserve access to the Product once they purchased the physical copy of the Game. Such
24 a business practice lacks utility and functions only to maximize Defendants' profits at the expense
25 of their customers. The gravity of the harm to Plaintiffs and other California Subclass Members,
26 who lost money or property by paying for the Products, far outweighs the benefit to Defendants'
27 conduct.

1 games, when in fact, this was false since Defendants destroyed the Game’s servers rendering the
2 Product no longer a video game; (2) represented to consumers that by buying a physical copy of
3 the Game, consumers were obtaining the full bundle of ownership rights over the Game instead of
4 merely a limited license to use the Game, and (2) omitted the material fact that although consumers
5 purchased a physical copy of the Game at full price, Defendants could and later would destroy the
6 Game’s servers at any given point without providing consumers with any avenue to access the
7 Game they paid for.

8 106. Plaintiffs would not have purchased the Product at all or would have paid
9 substantially less for it had they known the truth.

10 107. Plaintiffs and the California Subclass paid money for the Products. However, they
11 did not obtain the full value or any value of the Product due to Defendant’s misrepresentations and
12 omissions regarding the nature of the Product. Accordingly, Plaintiffs and the California Subclass
13 members suffered an injury in fact and lost money or property as a direct result of Defendants’
14 omissions and misrepresentations.

15 108. Plaintiffs and members of the California Subclass are entitled to equitable relief, and
16 restitution in the amount they spent on the Products.

17 109. Here, equitable relief is appropriate because Plaintiffs may lack an adequate remedy
18 at law if, for instance, the damages resulting from their purchase of the Product are determined to
19 be an amount less than the premium price of the Product. Without compensation for the full
20 premium price of the Product, Plaintiffs would be left without the parity in purchasing power to
21 which they are entitled.

22 110. Restitution may also be more certain, prompt, and efficient than other legal
23 remedies requested herein. The return of the full premium price will ensure that Plaintiffs are in
24 the same place they would have been in had Defendants’ wrongful conduct not occurred.

25 **COUNT IV**
26 **(Fraud)**
27 **On Behalf of the Classes**

28 111. Plaintiffs reallege and reincorporate by reference all paragraphs alleged above.

1 112. Plaintiffs bring this claim individually and on behalf of the Class and California
2 Subclass (the “Classes”)

3 113. At the time Plaintiffs and Class Members purchased the Product, Defendants did not
4 disclose, but instead misrepresented, that the Product was a video game, when in fact, it is not,
5 given that Defendants shut down the Game’s servers and destroyed the Game. By providing
6 physical version of the Game, Defendants also misrepresented that consumers were paying to
7 obtain full ownership rights over the physical copy of the Game they purchased, instead of a
8 limited license to use the Game. Further, at the time Plaintiffs and Class Members purchased the
9 Product, Defendants also omitted the fact that even though Plaintiffs and Class Members purchased
10 the Product, that Defendants could and would shut down the Game’s servers at any point without
11 providing consumers with an avenue to access the Game they paid for.

12 114. Defendants knew that their misrepresentations and omissions regarding the Product
13 were material, and that a reasonable consumer would rely upon its representations and omissions in
14 making purchasing decisions.

15 115. Plaintiffs and Class Members did not know – nor could they have known through
16 reasonable diligence – about the true nature of the Product.

17 116. Plaintiffs and Class Members would have been reasonable in relying on Defendants’
18 misrepresentations and omissions in making their purchasing decisions.

19 117. Plaintiffs and Class Members had a right to rely upon Defendants’ representations
20 and omissions as Defendants maintained monopolistic control over knowledge of the true quality
21 of the Product.

22 118. Defendants, as the developers, publishers, and distributors of the Product, had
23 exclusive knowledge of the Product’s true qualities, including that (1) both the single and
24 multiplayer options for the Game operated off the Ubisoft servers, (2) that in exchange for
25 consumers’ purchase, they were only providing consumers with a license to play the Game, versus
26 ownership of the Game, and (3) that Defendants would and could shut down the Game’s servers,
27 rendering the Product inoperable, at any point. As consumers, Plaintiffs and Class Members were
28 not in the position to know these facts.

1 119. Plaintiffs and Class Members sustained damages as a result of their reliance on
2 Defendants' misrepresentations and omissions, thus causing Plaintiffs and Class Members to
3 sustain actual losses and damages in a sum to be determined at trial, including punitive damages.

4 **COUNT V**
5 **(Fraudulent Inducement)**
6 **On Behalf of the Classes**

7 120. Plaintiffs reallege and reincorporate by reference all paragraphs alleged above.

8 121. Plaintiffs bring this claim individually and on behalf of the Class and California
9 Subclass.

10 122. Defendants misrepresented the Product as discussed herein.

11 123. Defendants knew, or should have known, that the Product was falsely portrayed and
12 that knowledge of the true nature of the Product was withheld from the consumer public.

13 124. Defendants also knew that their misrepresentations and omissions regarding the
14 Product were material, and that a reasonable consumer would rely on Defendants' representations
15 and omissions in making purchasing decision.

16 125. Plaintiffs and Class Members did not know – nor could they have known through
17 reasonable diligence – about the true quality of the Product.

18 126. Plaintiffs and Class Members would have been reasonable in relying on Defendants'
19 misrepresentations and omissions in making their purchasing decisions.

20 127. Plaintiffs and Class Members had a right to rely on Defendants' representations and
21 omissions as Defendants maintained a monopolistic control over the Product, and what information
22 was available regarding the Product.

23 128. Defendants, as the developers, publishers, and distributors of the Product, had
24 exclusive knowledge of the Product's true qualities, including that (1) both the single and
25 multiplayer options for the Game operated off the Ubisoft servers, (2) that in exchange for
26 consumers' purchase, they were only providing consumers with a license to play the Game, versus
27 ownership of the Game, and (3) that Defendants would and could shut down the Game's servers,
28 rendering the Product inoperable, at any point. As consumers, Plaintiffs and Class Members were
not in the position to know these facts.

1 marketed, represented, and otherwise promoted the Product, Plaintiffs' and the Classes' reliance on
2 Defendants' misrepresentations was justifiable.

3 138. As a direct and proximate result of Defendants' conduct, Plaintiffs and the Classes
4 have suffered actual damages in that they would not have purchased the Product at all had they
5 known that the Product did not conform to Defendants' advertising and marketing.

6 139. Plaintiffs and the Classes seek actual damages, attorney's fees, costs, and other such
7 relief the Court deems proper.

8 **COUNT VII**
9 **Breach of Express Warranty**
10 **On Behalf of the Classes**

11 140. Plaintiffs reallege and reincorporate by reference all paragraphs alleged above.

12 141. Plaintiffs bring this claim individually and on behalf of the Class and California
13 Subclass.

14 142. Defendants, as the manufacturer, marketer, distributor, and/or seller of the Product,
15 expressly warranted that Product was a video game, when viewing the Product packaging as a
16 whole, when in reality, Defendants breached this express warranty given that Defendants shut
17 down the Game's servers, rendering the Game completely destroyed. By providing a physical
18 version of the Game, Defendants also expressly warranted that purchasers of the physical version
19 were obtaining ownership rights over the copy of the Game they purchased, when in fact, they
20 were merely paying for a limited license to use the Game.

21 143. As a direct and proximate cause of Defendants' breach of express warranty,
22 Plaintiffs and members of the Classes have been injured and harmed because they would not have
23 purchased the Product, or would have paid substantially less for it, if they had known that the
24 Product would no longer be a video game. Thus, Plaintiffs and members of the Classes overpaid
25 for the Product because they no longer have the video game they paid for.

26 144. On August 26, 2024, prior to filing this action, Defendants were served with a pre-
27 suit notice letter on behalf of Plaintiffs that complied in all respects with U.C.C. §§ 2-313 and 2-
28 607. The letter advised Defendants that they breached an express warranty and demanded that

1 Defendant cease and desist from such breaches and make full restitution by refunding the monies
2 received therefrom.

3 145. As a result of Defendants' breach of warranty, Plaintiffs and each Class Member
4 suffered and continue to suffer financial damage, and are entitled to all damages, in addition to
5 costs, interest and fees, including attorney's fees, as allowed by law.

6 **COUNT VIII**
7 **Breach of Implied Warranty**
8 **On Behalf of the Classes**

9 146. Plaintiffs reallege and reincorporate by reference all paragraphs alleged above.

10 147. Plaintiffs bring this claim individually and on behalf of the Class and California
11 Subclass.

12 148. Defendants, as the manufacturer, marketer, distributor, and/or seller of the Product,
13 impliedly warranted that the Product was a video game, when viewing the Product packaging as a
14 whole, when in reality, Defendants breached this implied warranty given that Defendants shut
15 down the Game's servers, rendering the Game completely destroyed (and no longer an existing
16 video game). Further, by providing a physical version of the Game, Defendants also impliedly
17 warranted that purchasers of the physical version were obtaining ownership rights over the copy of
18 the Game they purchased, when in fact, they were merely paying for a limited license to use the
19 Game.

20 149. As a direct and proximate cause of Defendants' breach of implied warranty,
21 Plaintiffs and members of the Classes have been injured and harmed because they would not have
22 purchased the Product, or would have paid substantially less for it, if they had known that the
23 Product would no longer be a video game. Thus, Plaintiffs and members of the Classes overpaid
24 for the Product because the Product no longer exists.

25 150. On August 26, 2024, prior to filing this action, Defendants were served with a pre-
26 suit notice letter on behalf of Plaintiffs that complied in all respects with U.C.C. §§ 2-313 and 2-
27 607. The letter advised Defendants that it breached an implied warranty and demanded that
28 Defendants cease and desist from such breaches and make full restitution by refunding the monies
received therefrom.

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E-mail: ndeckant@bursor.com
sbogdanovich@bursor.com
idiaz@bursor.com

Attorneys for Plaintiffs and the Putative Classes

1 **CLRA Venue Declaration Pursuant to California Civil Code Section 1780(d)**

2 I, Neal J. Deckant, declare as follows:

3 1. I am an attorney at law licensed to practice in the State of California and a member
4 of the bar of this Court. I am a partner at Bursor & Fisher, P.A., counsel of record for Plaintiffs
5 Alan Liu and Mathew Cassell who reside in Madera, California and West Sacramento, California,
6 respectively. I have personal knowledge of the facts set forth in this declaration and, if called as a
7 witness, I could and would competently testify thereto under oath.

8 2. The Complaint filed in this action is filed in the proper place for trial under Civil
9 Code Section 1780(d) in that a substantial portion of the events alleged in the Complaint occurred
10 in the Eastern District of California. Additionally, Defendants transact substantial business in this
11 District, including purchases of the Products at issue, and Defendants advertised and marketed the
12 Products at issue to Plaintiffs in this District.

13 I declare under the penalty of perjury under the laws of the State of California and the
14 United States that the foregoing is true and correct and that this declaration was executed at Walnut
15 Creek, California this 4th day of November, 2024.

16
17 /s/ Neal J. Deckant

Neal J. Deckant