

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

NINTENDO OF AMERICA INC., a
Washington Corporation,

Plaintiff,

v.

JAMES C. WILLIAMS a/k/a ARCHBOX, an
individual,

Defendant.

COMPLAINT FOR:

- (1) COPYRIGHT INFRINGEMENT**
- (2) CONTRIBUTORY COPYRIGHT INFRINGEMENT AND INDUCEMENT OF COPYRIGHT INFRINGEMENT**
- (3) CIRCUMVENTION OF TECHNOLOGICAL MEASURES (17 U.S.C. § 1201(a)(1))**
- (4) TRAFFICKING IN CIRCUMVENTION DEVICES (17 U.S.C. § 1201(a)(2))**
- (5) TRAFFICKING IN CIRCUMVENTION DEVICES (17 U.S.C. § 1201(b)(1))**
- (6) BREACH OF CONTRACT**
- (7) TORTIOUS INTERFERENCE WITH CONTRACT**

Demand For Jury Trial

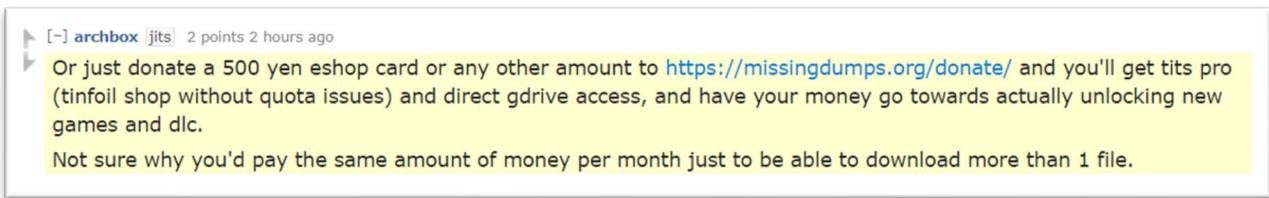
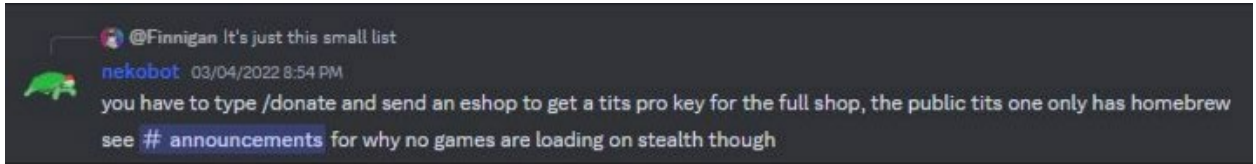
INTRODUCTION

1
2 1. Nintendo of America Inc. (“NOA”) – along with its parent, Nintendo Co., Ltd.
3 (collectively referred to herein as “Nintendo”) – develops and distributes the Nintendo Switch
4 game console, which is one of the most popular video game consoles of all time. NOA also owns
5 the U.S. copyrights and/or publishes in the United States (*i.e.*, markets and distributes pursuant to
6 exclusive license) award-winning video games that can be played only on the Nintendo Switch
7 console. Many of these games – including titles such as *Mario Kart 8 Deluxe*, *The Legend of*
8 *Zelda: Tears of the Kingdom*, *Super Mario Odyssey*, and *Animal Crossing: New Horizons* –
9 belong to franchises that are household names and have each sold millions of copies.

10 2. By this action, NOA seeks to put a stop to, and to obtain redress for, the massive,
11 willful, and brazen infringement of Nintendo’s intellectual property rights by Defendant James C.
12 Williams (“Defendant”), an individual who uses the online handle “archbox.” Defendant is a
13 self-proclaimed Nintendo “pirate” who has been involved in creating, operating, and promoting
14 (and assisting others to create, operate, and promote) a network of unauthorized online “shops”
15 (nicknamed “freeshops”) which offer to the public extensive libraries of pirated Nintendo Switch
16 games for download.

17 3. Defendant’s unauthorized shops, which go by names such as “Jack-in-the-Shop,”
18 “Turtle in the Shop,” and “LiberaShop” (collectively, the “Pirate Shops”) have been among the
19 most insidious drivers of video game piracy over the past few years. Through the Pirate Shops,
20 Defendant has provided, and continues to provide, members of the public a nearly limitless
21 supply of video games, in particular Nintendo Switch games, free for the taking. For example,
22 one of Defendant’s Pirate Shops, LiberaShop, currently offers over 33,000 various versions of
23 Nintendo Switch games. Moreover, to ensure that his Pirate Shops continue to offer a steady
24 stream of the latest and most popular Nintendo Switch games, Defendant has engaged in
25 “crowdsourcing” schemes, such as a scheme where he solicits members of the public to “donate”
26 to his online community called “Missing Dumps” pre-paid Nintendo eShop Gift Cards (which he
27 uses to purchase games to then copy and distribute) or copies of pirated Nintendo game files. He
28

1 then rewards these contributors with special, enhanced access to the content available in his Pirate
2 Shops.



3
4
5
6
7
8
9
10 4. Defendant not only copies and distributes Nintendo game files; he also knowingly
11 traffics in malicious and unlawful software products that are designed to, and have no purpose
12 other than to, circumvent Nintendo’s technological measures that protect against the unauthorized
13 access to and use of Nintendo Switch games and the Nintendo Switch console (the
14 “Circumvention Software”). Because it is not possible to use Defendant’s Pirate Shops or to play
15 pirated copies of games on Nintendo Switch without such Circumvention Software, Defendant
16 hosts websites and online “communities” dedicated to offering the Circumvention Software and
17 to providing assistance to others seeking to use such software. Perhaps most notably, Defendant
18 has been an active and prominent member of the Reddit community r/SwitchPirates – self-
19 described as a “community by pirates, for pirates.” Via the “SwitchPirates” Reddit board,
20 Defendant has touted and advertised his Pirate Shops and offered technical advice and
21 encouragement about how to obtain and play pirated Nintendo Switch games and use the
22 Circumvention Software. In large part due to Defendant’s efforts, the “SwitchPirates”
23 community has grown to more than 190,000 “members,” all seeking to engage in and benefit
24 from video game piracy.

25 5. Through his conduct, Defendant has engaged in, and is continuing to engage in,
26 several unlawful acts:

27 (a) First, by operating the Pirate Shops and populating the Pirate Shops with infringing
28 content, Defendant has engaged in multiple, ongoing acts of copyright

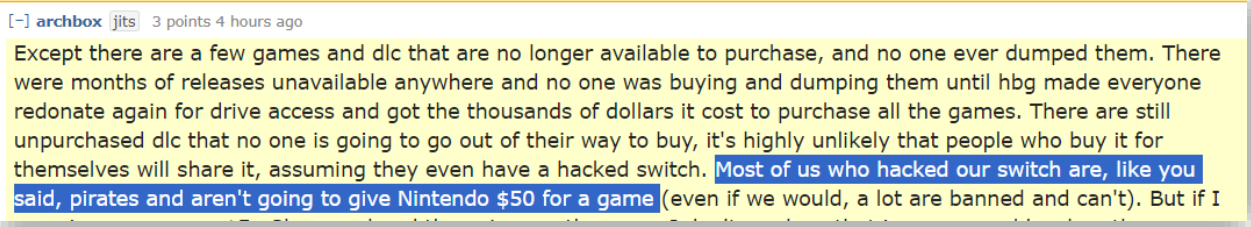
1 infringement, including the unlawful reproduction and distribution of hundreds or
2 thousands of copyrighted Nintendo game files.

3 (b) Second, by promoting the Pirate Shops, offering pirated Nintendo game files to the
4 public via the Pirate Shops, and promoting and offering Circumvention Software
5 knowing that it would be used to download and play pirated Nintendo games,
6 Defendant has engaged in acts of contributory infringement and has induced others
7 to commit copyright infringement.

8 (c) Third, by using Circumvention Software to make copies of Nintendo Switch games
9 for his Pirate Shops, and by offering Circumvention Software to members of the
10 public via his websites and online communities, Defendant has violated Sections
11 1201(a)(1), (a)(2), and (b) of the Digital Millennium Copyright Act (“DMCA”).

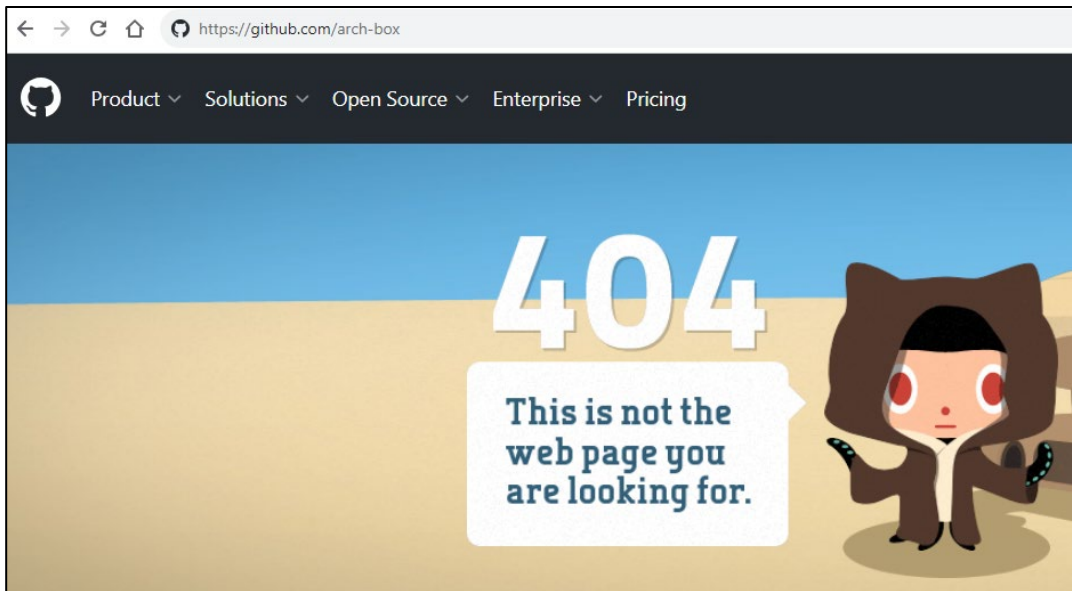
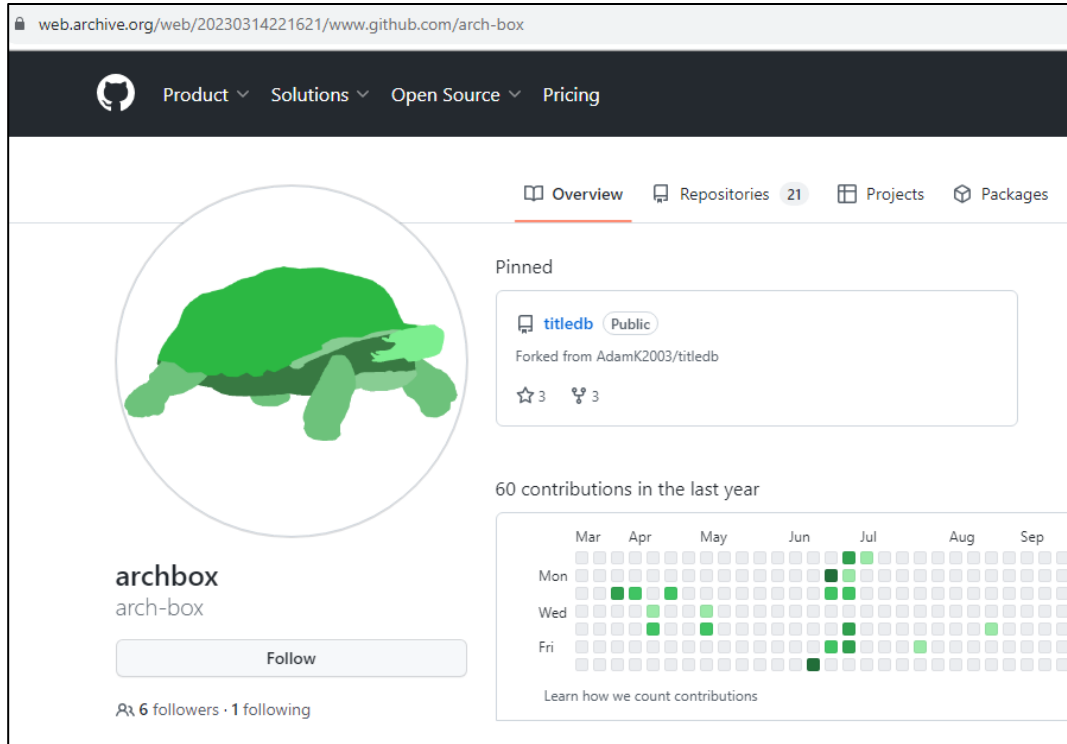
12 (d) Fourth, by copying Nintendo game files, installing and using Circumvention
13 Software, and promoting and otherwise encouraging members of the public to
14 likewise install and use Circumvention Software, Defendant has personally violated
15 and induced his customers to violate their agreements with NOA, including, at
16 minimum, the End-User License Agreements that all Nintendo Switch users are
17 required to consent to prior to using their consoles.

18 6. Defendant is well aware that his conduct is unlawful and infringes Nintendo’s
19 intellectual property rights. Indeed, Defendant has bragged publicly that he is a “pirate” who
20 “[isn’t] going to give Nintendo \$50 for a game.”



21
22
23
24
25
26 7. Moreover, Nintendo specifically has informed Defendant that his conduct is
27 unlawful, including by delivering to him a cease-and-desist letter on March 26, 2024. On March
28 31, 2024, Defendant acknowledged to NOA that his conduct violated NOA’s intellectual property

1 rights, but refused to agree in writing to cease his unlawful activities. Moreover, upon receiving
2 the cease-and-desist letter, Defendant apparently attempted to cover his tracks by systematically
3 destroying the documentary evidence of his misconduct, including but not limited to deleting his
4 Discord social media account as well as his GitHub account:



JURISDICTION AND VENUE

1
2 11. This is a civil action seeking damages, injunctive relief, and other equitable relief
3 under the anti-circumvention provisions of the DMCA, 17 U.S.C. § 1201 *et seq.*; the United
4 States Copyright Act, 17 U.S.C. § 501; and the laws of the State of Washington.

5 12. This Court has subject matter jurisdiction over NOA’s claims for copyright
6 infringement, contributory copyright infringement and inducement of infringement, and violation
7 of the anti-circumvention provisions of the DMCA pursuant to 28 U.S.C. §§ 1331 and 1338(a).
8 Pursuant to 28 U.S.C. § 1367, this Court has supplemental jurisdiction over NOA’s state law
9 claims for breach of contract and intentional interference with contractual relations, which are so
10 related to NOA’s federal claims as to be part of the same case or controversy.

11 13. Defendant is subject to the jurisdiction of this Court because, among other reasons,
12 NOA is informed and believes, and based thereon alleges, that Defendant has consented to the
13 jurisdiction of this Court by agreeing to the “Nintendo Switch Family: User Agreement” (the
14 “EULA”) and the Nintendo Account User Agreement (the “Account EULA”); has offered to the
15 public and otherwise trafficked in the Circumvention Software in this District; has provided
16 unauthorized copies of Nintendo game files to residents of this District; and/or has encouraged,
17 instructed, and assisted individuals in this District to engage in acts of copyright infringement
18 and/or violate their agreements with NOA. In doing so, Defendant has targeted residents of this
19 District and has availed himself of the privilege of conducting business in this District.
20 Defendant also knowingly targeted the State of Washington (the location of NOA’s headquarters)
21 because he engaged in the conduct alleged herein knowing that such conduct would cause serious
22 harm to NOA in Washington. NOA’s claims arise out of and relate to Defendant’s activities in
23 this District.

24 14. Venue is proper in this District pursuant to 28 U.S.C. § 1391, because a substantial
25 part of the events or omissions giving rise to NOA’s claims occurred in this District, Defendant
26 consented to venue in this District, and Defendant is an individual who is subject to personal
27 jurisdiction in this District.
28

FACTS APPLICABLE TO ALL CAUSES OF ACTION

Nintendo, Nintendo Switch, and Nintendo’s Video Games

1
2
3 15. Nintendo is a company and brand famous throughout the United States and the
4 world. Nintendo is known by consumers of all ages for its video games, its video game consoles,
5 and its video game characters, which include Mario and Luigi, Yoshi, Link, and Donkey Kong.

6 16. For decades, Nintendo has been a leading developer and producer of video games
7 and video game consoles. Among the game consoles developed and produced by Nintendo and
8 distributed by NOA in the United States is the Nintendo Switch console (which includes the
9 original Nintendo Switch, Nintendo Switch OLED version, and Nintendo Switch Lite). The
10 Nintendo Switch is among the most popular game consoles in the world (and, indeed, of all time),
11 with sales exceeding 140 million units as of May 2024.

12 17. Nintendo has developed, and it publishes and distributes, a catalog of video games
13 for the Nintendo Switch and other Nintendo consoles. NOA owns numerous U.S. copyrights in
14 such games and is the exclusive publisher and distributor of such games in the United States (the
15 “Nintendo Switch Games”), which include many of the most popular video games in the world.
16 A representative sample of the Nintendo Switch Games is identified on Schedule A hereto and is
17 incorporated herein by reference. NOA has obtained Certificates of Copyright Registration in a
18 number of Nintendo Switch Games, including but not limited to those identified on Schedule A.
19 As an owner of copyrights in the Nintendo Switch Games, NOA possesses the exclusive rights,
20 among other things, to reproduce the Nintendo Switch Games, to distribute copies of the
21 Nintendo Switch Games to the public, and to license these exclusive rights to third parties.

22 18. Nintendo has built its company through substantial creative and financial
23 investment in the development of new consoles, video games, products, technological protection
24 measures, and intellectual property, as well as through marketing its consoles, games, and other
25 products. Nintendo has garnered significant consumer awareness and goodwill through its
26 commitment to developing and delivering innovative, fun, and memorable video game consoles
27 and games. Each of the Nintendo Switch Games are creative audiovisual works with detailed
28 stories, characters, and elements that are wholly original and protected by the Copyright Act.

1 Nintendo video game consoles and games are enjoyed by tens of millions of consumers in the
2 United States and abroad.

3
4 **Nintendo’s Efforts to Protect Its Games From Piracy**

5 19. The popularity of Nintendo’s video games and video game consoles has made
6 Nintendo an ongoing target of intellectual property thieves and hackers. These individuals or
7 entities benefit from Nintendo’s innovation and investment by making unauthorized copies of
8 Nintendo video games, or by creating and selling and/or distributing the means by which others
9 can copy and distribute unauthorized copies of Nintendo video games or play such copies on a
10 Nintendo console.

11 20. Illegal copying, or piracy, of video game software is a serious international
12 problem. Throughout its history, Nintendo has taken many steps and expended significant
13 resources to halt or stem the illegal copying, marketing, sale, and distribution of Nintendo’s video
14 games, and to halt the illegal trafficking in software and other technology that allow users to
15 make unauthorized copies of games and/or play such unauthorized copies on Nintendo’s video
16 game consoles.

17 21. Among the methods used by Nintendo to prevent the use and dissemination of
18 pirated copies of Nintendo Switch games is the development and implementation of sophisticated
19 technological protection measures to protect and control access to its consoles and to its
20 copyrighted video games, including to ensure that only authorized, licensed software products are
21 used on Nintendo Switch consoles. These technological protection measures are incorporated
22 into both Nintendo’s video game consoles (the “Console TPMs”) and Nintendo video game
23 software products (the “Game TPMs”).¹ Nintendo’s TPMs include the following:

24 22. First, as part of the Console TPMs, during the boot process the Nintendo Switch
25 console performs a series of authentication checks to ensure that the operating system being used
26 by the console is the authentic Nintendo Switch operating system. If a user attempts to load or
27

28 ¹ The Console TPMs and Game TPMs are referred to hereinafter collectively as the “TPMs.”

1 launch an unauthorized operating system or “custom firmware” onto a Nintendo Switch, the
2 authentication checks will fail and the console will not operate.

3 23. Second, as part of the Game TPMs, both physical and digital versions of Nintendo
4 Switch games are protected by complex sets of encryption and decryption protocols. A set of
5 proprietary cryptographic keys are required to decrypt and play Nintendo Switch games. The
6 Game TPMs also include sets of proprietary security protocols that permit the Nintendo Switch
7 console to only interact with either authentic Nintendo Switch cartridges, which are physical
8 cards inserted in a Nintendo Switch console, or legitimate video game files downloaded from the
9 Nintendo eShop. The Game TPMs, among other things, ensure that only authentic, authorized
10 game files or cartridges can be played on an authentic Nintendo Switch console, and prevent
11 users from playing pirated copies of Nintendo game files.

12 24. The Console TPMs and Game TPMs work together to effectively control access to
13 and copying of Nintendo’s copyrighted works. Outside of the normal course of operation,
14 Nintendo Switch games can only be decrypted, accessed, played, and copied through the use of
15 special, unauthorized Circumvention Software designed to circumvent the Game TPMs.
16 Moreover, this Circumvention Software cannot be used or installed on a Nintendo Switch console
17 without bypassing or circumventing the Console TPMs. In other words, Nintendo Switch users
18 wishing to play or make unauthorized copies of Nintendo Switch games must bypass and/or
19 circumvent at least two layers of protection, a process that requires circumvention of both
20 Nintendo hardware and software.

21 25. In addition to the foregoing, before using the Nintendo Switch, all users must
22 consent at minimum to a Nintendo Switch Family: User Agreement (“EULA”). Users consent to
23 the EULA either by clicking the “accept” button when presented with the EULA on their system,
24 or by using the system. If a user does not consent to the terms of the EULA, the user will be
25 unable to use the console and may request a refund.

26 26. Furthermore, in order to purchase or download digital games and game files from
27 the Nintendo eShop, a user must consent to a Nintendo Account User Agreement (“Account
28 EULA”). Users consent to the Account EULA by checking a box indicating they agree to the

1 Account EULA and then clicking a “submit” button during account creation. A user cannot
2 access or use the Nintendo eShop without creating a Nintendo Account and agreeing to the
3 Account EULA.

4 27. Under the EULA, users are granted a limited license to “use the software, content,
5 and data that came with the console, or that is compatible with or authorized for use in connection
6 therewith, including any updates or replacement to that software, content, or data that [Nintendo]
7 or [its] authorized providers make available to you (collectively, the ‘Software’).” Similarly,
8 under the Account EULA, users are only granted “a non-exclusive, non-transferable license to use
9 the Nintendo Account Services” – which is defined to include Nintendo video games – “solely for
10 ... personal and non commercial use.”

11 28. The EULA further states that players “may not publish, copy, modify, reverse
12 engineer, lease, rent, decompile, disassemble, distribute, offer for sale, or create derivative works
13 of any portion of the Software, or bypass, modify, defeat, tamper with, or circumvent any of the
14 functions or protections of the Console, unless otherwise permitted by law.” Similarly, under the
15 Account EULA, users “are not allowed to lease, rent, sublicense, publish, copy, modify, adapt,
16 translate, reverse engineer, decompile or disassemble all or any portion of the Nintendo Account
17 Services without Nintendo's written consent, or unless otherwise expressly permitted by
18 applicable law.” Users also agree under the EULA that they will not “use the Console in an
19 unlawful manner or to access the consoles, devices, accounts, or data of others (including
20 Nintendo) without their (or [Nintendo’s]) consent.”

21 22 **Defendant’s Unlawful Activities**

23 29. NOA is informed and believes, and based thereon alleges, that Defendant is, or at
24 relevant times has been, either directly or indirectly, the owner, operator, creator, administrator,
25 and/or overseer of several online locations or storefronts (defined herein as the “Pirate Shops”)
26 that offer to the public libraries of pirated copies of games for the Nintendo Switch console. The
27 Pirate Shops typically offer Nintendo Switch games in the form of unverified ROM files, which
28 are stored on website servers or “cloud storage” services such as Google Drive. Defendant has

1 been involved in every aspect of the Pirate Shops' operations, and, indeed, has been instrumental
2 in the planning, development, functioning, and proliferation of the Pirate Shops.

3 30. NOA is informed and believes, and based thereon alleges, that Defendant has been
4 engaged in video game piracy since at least 2019, when he was an important member of the
5 online piracy group responsible for the Pirate Shop known as "Jack-in-the-Shop," or "JITS," and
6 began posting on a Reddit group called "SwitchPirates." Thereafter, Defendant became a leading
7 (if not the primary) moderator of the SwitchPirates Reddit community, which he helped grow to
8 nearly 190,000 members. Since 2019, Defendant has posted thousands of comments and
9 messages to the SwitchPirates Reddit Group. Defendant's posts have included, by way of
10 example, messages directing users to the Pirate Shops; soliciting "donations" of Nintendo eShop
11 Gift Cards for the purchase of games (or even soliciting copies of Nintendo Switch games
12 themselves) to be copied and then distributed on the Pirate Shops; and offering technical advice
13 and encouragement to other users about how to use the Pirate Shops, how to download and install
14 Circumvention Software, and how to play pirated copies of Nintendo Switch games.

15 You can also donate eshop cards online: <https://missingdumps.org/donate/>

16 Just PM or chat with me and I can make sure you get the tits pro key and stash accesses. Only eShop
17 cards are accepted but you can buy those on Amazon, play Asia, etc. They go towards buying and
18 dumping the new games and DLC coming out.

19 Two working private shops are tits bro and nekodrive (stash that can be added to Tinfoil), which requires users to contribute to
20 missingdumps.org (the team that consistently releases all new eShop content) in one of the following ways:

- 21 • Send the team any undumped, unavailable games or DLC. This could be a missed preorder-exclusive DLC or a delisted game
- 22 • Contribute a dump of an early cartridge leak, prior to the title being available.

23 31. As set forth below, Defendant has engaged in several unlawful activities, including
24 (1) creating and administering several Pirate Shops that offer copies of pirated Nintendo game
25 files to the public; (2) ensuring that Pirate Shops are "stocked" with a massive catalog of
26 Nintendo Switch games, including newly-released and highly sought-after games; and (3)
27 assisting and enabling members of the public to obtain and use Circumvention Software
28 (including by providing such Circumvention Software) to access the Pirate Shops and play the
games they have downloaded from the Pirate Shops.

The Pirate Shops

1
2 32. NOA is informed and believes, and based thereon alleges, that at least since 2019
3 Defendant has been directly or indirectly involved in managing, operating, overseeing, supplying,
4 and/or maintaining at least four Pirate Shops dedicated to the distribution of pirated copies of the
5 Nintendo Switch Games. Among these Pirate Shops are the following:

6 a. **Jits.cc/Jack-in-the-Shop (“JITS”).** JITS has been described within the
7 SwitchPirates community as “a switch shop focused on distributing as many games
8 as possible to as many people as possible.” In fact, JITS has not only distributed
9 Nintendo Switch games, but also has hosted and distributed Circumvention
10 Software. Nintendo is informed and believes, and based thereon alleges, that
11 Defendant is an owner, operator and/or administrator of JITS. Defendant has
12 posted frequently online about JITS’s inner workings, including about technical
13 issues with the shop, the status of the shop as it dealt with takedown requests, and
14 the cost of running the shop month to month. NOA is informed and believes, and
15 based thereon alleges, that JITS was disabled following Defendant’s March 26,
16 2024 receipt of NOA’s cease-and-desist letter, and currently is inaccessible.
17 However, during the time JITS was functioning, Defendant (or those working for or
18 in concert with Defendant) distributed thousands of pirated copies of the Nintendo
19 Switch Games through this Pirate Shop.

20 b. **Turtle in the Shop (standard and “pro” versions).** According to the
21 SwitchPirates wiki page, Turtle in the Shop “is run by one of jits’ admins and is a
22 backup shop available for people when jits is down.” NOA is informed and
23 believes, and based thereon alleges, that Defendant is this so-called “jits admin,”
24 and that Defendant has run (or helped to run) Turtle in the Shop and its “pro”
25 version, about which he has repeatedly posted on Reddit. Defendant has claimed
26 that in particular, the “pro” shop was created to provide special access to certain
27 users “as an incentive to donate eShop cards to dumping teams” and that
28 “thousands of users” had become members. NOA is informed and believes, and

1 based thereon alleges, that these Pirate Shops were disabled following Defendant's
2 March 26, 2024 receipt of NOA's cease-and-desist letter, and currently are
3 inaccessible. However, during the time that these Pirate Shops were functioning,
4 Defendant (or those working for or in concert with Defendant) distributed
5 thousands of pirated copies of the Nintendo Switch Games through these Pirate
6 Shops.

7 c. **Neko / NekoDrive.** NOA is informed and believes, and based thereon alleges, that
8 Neko was a third-party piracy source that Defendant merged with "Turtle in the
9 Shop" to create a joint shop (which he referred to as "NekoTitS") under his own
10 control. NOA also is informed and believes, and based thereon alleges, that
11 Defendant himself created "NekoDrive" in or around early 2023 as a "pro" shop.
12 Like other such "pro" shops, access to NekoDrive required "donations" – such as
13 by transferring eShop currency through a donation link to Missing Dumps – and
14 promised users certain perks across other "partner shops" controlled by Defendant.
15 NOA is informed and believes, and based thereon alleges, that these Pirate Shops
16 were disabled following Defendant's March 26, 2024 receipt of NOA's cease-and-
17 desist letter, and currently is inaccessible. However, during the time Neko, the joint
18 Neko/Turtle shop, and NekoDrive were functioning, Defendant (or those working
19 for or in concert with Defendant) distributed thousands of pirated copies of the
20 Nintendo Switch Games through these Pirate Shops.

21 d. **LiberaShop.** NOA is informed and believes, and based thereon alleges, that yet
22 another shop, LiberaShop, was created by Defendant in or about late 2023 to
23 operate as a "successor" to other Pirate Shops. NOA is informed and believes, and
24 based thereon alleges, that Defendant has been involved in operating and promoting
25 LiberaShop, including by advertising it on the SwitchPirates Reddit board.
26 LiberaShop ceased updating following Defendant's March 26, 2024 receipt of
27 NOA's cease-and-desist letter, but otherwise remains accessible as of the date of
28 this Complaint. Defendant (or those working for or in concert with Defendant) is

1 currently distributing over 33,000 various versions of Nintendo Switch games
2 through this Pirate Shop, including but not limited the Nintendo Switch Games,
3 such as those identified on Schedule A.

4 33. In addition to the above-described Pirate Shops, NOA is informed and believes,
5 and based thereon alleges, that Defendant has been directly involved in creating, operating,
6 promoting, and/or maintaining several other Pirate Shops, including the Pirate Shops **Teknik**,
7 **Stealthshop**, and **Pixel Shop**. Defendant has also, among other things, offered technical
8 assistance to the operators of these Pirate Shops, acted as a moderator in Discord servers
9 dedicated to these Pirate Shops, helped to create a Teknik “pro” shop (“**Teknik Pro**”), and
10 assisted in supplying these Pirate Shops with infringing content, including through his role with
11 Missing Dumps.

12 34. Each of the Pirate Shops has made available for download to the public a library of
13 thousands of copies of Nintendo Switch games, including but not limited to each of the Nintendo
14 Switch Games identified on Schedule A. NOA has never authorized Defendant (or anyone) to
15 distribute any of the Nintendo Switch Games through any of the Pirate Shops. NOA also is
16 informed and believes, and based thereon alleges, that no third-party publishers have authorized
17 Defendant (or anyone) to distribute any of those publishers’ Nintendo Switch games through any
18 of the Pirate Shops.

19 35. Throughout all of these activities, Defendant has played a central role in
20 publicizing and promoting the Pirate Shops, ultimately encouraging and facilitating their use by
21 thousands of people. Nintendo is informed and believes, and based thereon alleges, that since
22 2019 Defendant has authored more than **3,900** posts to the SwitchPirates Reddit group in which
23 he has promoted or publicized the Pirate Shops, offered information and assistance to members of
24 the public wishing to access and use the Pirate Shops, and solicited monetary or gift card
25 donations to the Pirate Shops. Defendant did so with knowledge that the content being made
26 available on the Pirate Shops is infringing, and with the intent to foster and increase access to that
27 infringing content.
28

Sourcing Nintendo Switch Games for the Pirate Shops

36. NOA is informed and believes, and based thereon alleges, that many of the pirated copies of Nintendo Switch games made available via the Pirate Shops have been obtained from an online “community” called “Missing Dumps,” whose operation Defendant has woven into the Pirate Shops’ operation. At all or most relevant times, Defendant has been the primary representative and only lead member of Missing Dumps. Defendant has publicly described Missing Dumps as “the team that consistently releases all new eShop content.”

37. NOA is informed and believes, and based thereon alleges, that Defendant oversaw the formation of Missing Dumps in or about 2021. The stated intent of Missing Dumps is the “acquisition of new content which works its way to being available to the entire Switch community.” To accomplish this aim, Defendant created a gift card incentive program, where he solicited and encouraged users to “donate” Nintendo eShop Gift Cards pre-loaded with Nintendo online store credit to the “Missing Dumps” community. Defendant also solicited users to “donate” pirated copies of Nintendo Switch game files. As a reward for such donations, Defendant offered donors access to the “pro” tier of the Pirate Shops, which offer exclusive pirated content not available on the “standard” tier.

- Send the team any undumped, unavailable games or DLC. This could be a missed preorder-exclusive DLC or a delisted game
- Contribute a dump of an early cartridge leak, prior to the title being available.

Both methods above support the acquisition of new content which works its way to being available to the entire Switch community. It is important to note that these shops have consistently and publicly stated that they do not accept cash or crypto

38. NOA is informed and believes, and based thereon alleges, that while his gift card donation scheme was in place, Defendant used funds from donated Gift Cards to purchase and download digital copies of Nintendo Switch Games via Nintendo’s digital eShop distribution platform. Defendant then used Circumvention Software, as further described below, to access decryption keys and create copies of the purchased games, which he then makes available for unlimited free download on one or more of the Pirate Shops. Through this Gift Card donor system, Defendant was able to obtain a large supply of new Nintendo Switch games and content for his Pirate Shops.

1 39. NOA is informed and believes, and based thereon alleges, that Defendant recently
2 replaced his gift card incentive program with a new system where he directly solicits members of
3 the public to “donate” pirated copies of Nintendo Switch game files. These files then are
4 reviewed by Defendant or those working in concert with him, who subsequently make them
5 available on one or more Pirate Shops. Using this donation system, Defendant is not required to
6 personally purchase and copy Nintendo Switch games, but instead provides instruction and
7 assistance to potential “donors” as to how to obtain and create pirated copies of Nintendo Switch
8 games.

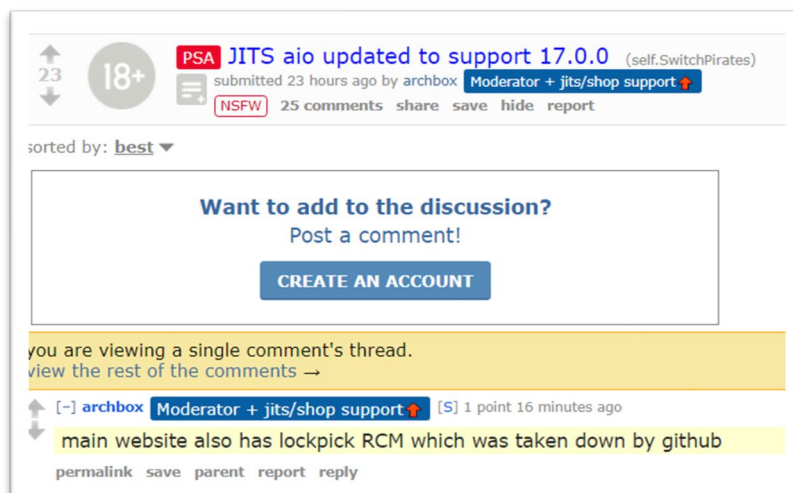
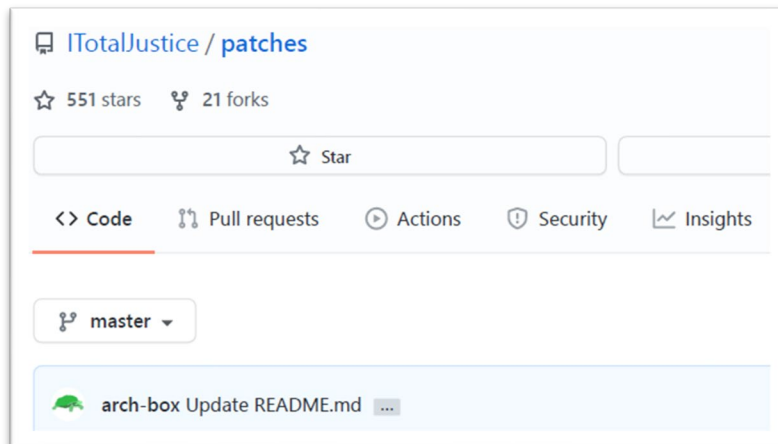
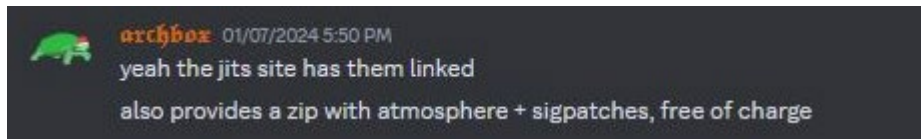
9 40. NOA is informed and believes, and based thereon alleges, that through the
10 foregoing schemes Defendant has acquired and made available for download unlawful copies of
11 hundreds or thousands of copyrighted Nintendo Switch Games.

12
13 **Defendant’s Use and Trafficking of Circumvention Software**

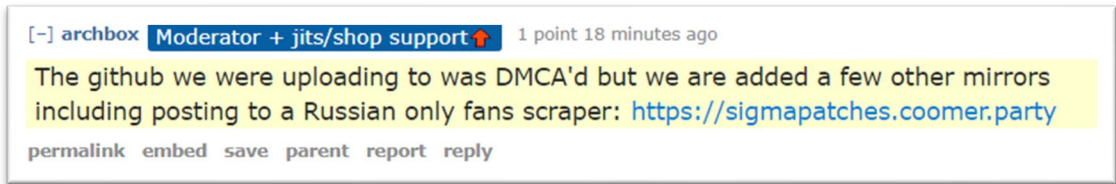
14 41. Members of the public cannot access the Pirate Shops or play pirated copies of
15 Nintendo Switch games through an ordinary, authentic Nintendo Switch console. Instead, users
16 must install on their Nintendo Switch consoles an unauthorized application (known as “Tinfoil”)
17 that enables users to connect to the Pirate Shops and directly download Nintendo Switch games to
18 their consoles.

19 42. In the normal course of operation, it is not possible to install unauthorized
20 applications such as Tinfoil on a Nintendo Switch console, nor is it possible to use infringing
21 copies of Nintendo Switch games on a Nintendo Switch console. Thus, to do so a user must
22 bypass or circumvent Nintendo’s Console TPMs by modifying (or “hacking”) their Nintendo
23 Switch console, and installing a custom operating system that permits users to install and use
24 unauthorized software applications such as Tinfoil and Circumvention Software. Specifically, in
25 order to play pirated Nintendo Switch games, the user must install Circumvention Software such
26 as Signature Patches (or “Sigpatches”) on their modified Nintendo Switch console to bypass or
27 circumvent Nintendo’s Game TPMs.
28

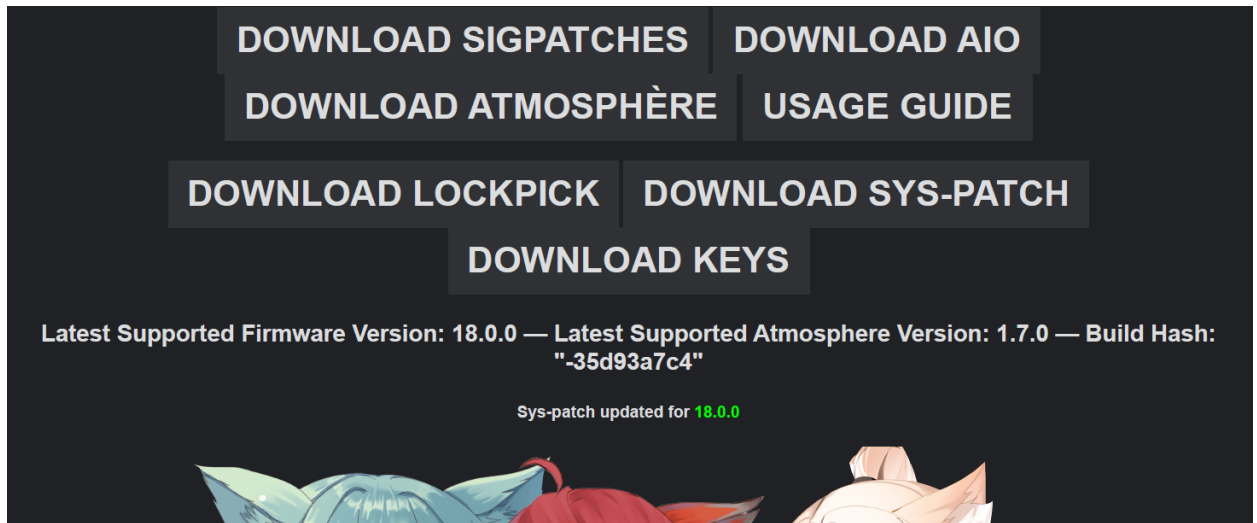
1 43. NOA is informed and believes, and based thereon alleges, that Defendant is, or at
2 relevant times has been, directly or indirectly involved in creating and/or promoting the
3 Circumvention Software, as well as distributing and/or facilitating the distribution and use of
4 Circumvention Software. For example, via his personal GitHub account, Defendant maintained
5 and developed materials that included the Nintendo Switch-related Circumvention Software
6 (including without limitation Sigpatches and Lockpick). Defendant also has actively contributed
7 to third-party GitHub repositories that hosted, developed, and distributed Circumvention
8 Software, which Defendant has then helped to promote and distribute, including through the JITS
9 website.



1 44. Defendant has used the SwitchPirates Reddit group as a platform to bring this
2 Circumvention Software to the widest possible audience, and to evade Nintendo’s efforts to
3 protect its TPMs under the applicable anti-circumvention copyright laws. For example, following
4 a takedown of a GitHub repository containing Circumvention Software (such as Sigpatches and
5 Lockpick) in July of 2022, Defendant announced on SwitchPirates a new plan to make the
6 software available on foreign “mirror” websites. Defendant then linked to these mirror websites
7 and encouraged users to visit them to obtain the Circumvention Software:



11 45. As the culmination of these activities, NOA is informed and believes, and based
12 thereon alleges, that Defendant also has been involved in creating and operating a website
13 (located at sigmapatches.su), which offers the Circumvention Software, including but not limited
14 to Lockpick and Sigpatches, as well as Nintendo’s proprietary cryptographic keys (commonly
15 referred to as prod.keys) for the general public to download:
16



26 **NOA’s Contacts With Defendant**

27 46. On March 26, 2024, NOA caused to be delivered to Defendant a letter demanding
28 that he immediately shut down his Pirate Shops and cease and desist from any further

1 involvement with any other Pirate Shops. NOA advised Defendant that if he was unwilling to
2 cooperate, NOA would have no choice but to commence litigation.

3 47. In response to NOA’s demand, on March 31, 2024, Defendant acknowledged that
4 his conduct violated NOA’s rights and stated that he would work with NOA to satisfy its
5 demands. He did not, however, agree to cease his conduct, and in fact denied his involvement
6 with the Pirate Shops in several respects. Moreover, when NOA requested that Defendant
7 confirm in writing that he would comply with NOA’s demands, he became combative and
8 uncooperative.

9 48. Following his receipt of the cease-and-desist letter, however, numerous of the
10 Pirate Shops became inaccessible – with the notable exception of LiberaShop, which continues to
11 operate as of the date that this Complaint is filed. In addition, the “pro” content available on
12 certain of the Pirate Shops (including Turtle in the Shop) became inaccessible after Defendant
13 received the cease-and-desist letter.

14 49. NOA also is informed and believes, and based thereon alleges, that shortly after
15 receiving the cease-and-desist letter, Defendant undertook to delete or otherwise hide evidence
16 relevant to NOA’s claims, including his GitHub account and social media posts and
17 communications, despite being put on notice of his duty to preserve evidence through the March
18 26, 2024 letter.

19 50. Eventually, on May 17, 2024, NOA gave Defendant a final opportunity to comply
20 with its demands in order to avoid legal action. At that point, Defendant stated that an attorney
21 would be reaching out to NOA. NOA never received any such outreach, however, and its efforts
22 to contact Defendant’s purported counsel were ignored.

23
24 **FIRST CLAIM FOR RELIEF**

25 **Copyright Infringement:**

26 **Unauthorized Reproduction and Distribution of Nintendo Switch Games**

27 51. NOA re-alleges and incorporates by reference the allegations in paragraphs 1
28 through 50, as if set forth fully herein.

1 52. Section 106 of the Copyright Act, 17 U.S.C. § 106, provides, in pertinent part, that
2 the owner of a copyright under the Copyright Act has the exclusive right to reproduce and
3 distribute its audiovisual works.

4 53. NOA is the owner or co-owner of valid and registered copyrights in each of the
5 Nintendo Switch Games, including but not limited to those listed in the attached Schedule A.

6 54. By making unauthorized copies of Nintendo Switch Games and operating Pirate
7 Shops which host and distribute infringing content, Defendant has infringed, and is continuing to
8 infringe, NOA's copyrights in the Nintendo Switch Games, in violation of NOA's exclusive
9 rights under the Copyright Act, 17 U.S.C. § 101 et seq., in particular NOA's rights of
10 reproduction and distribution.

11 55. NOA has never authorized or given consent to Defendant to use its copyrighted
12 works in the manner complained of herein.

13 56. Defendant's acts of infringement are willful, in disregard of, and with indifference
14 to NOA's rights.

15 57. As a direct and proximate result of the infringements alleged herein, NOA is
16 entitled to damages and to Defendant's profits in amounts to be proven at trial, which are not
17 currently ascertainable. Alternatively, NOA is entitled to maximum statutory damages of
18 \$150,000 for each copyright infringed, or in such other amount as may be proper under 17 U.S.C.
19 § 504(c).

20 58. NOA further is entitled to its attorneys' fees and full costs pursuant to 17 U.S.C. §
21 505.

22 59. As a result of Defendant's acts and conduct, NOA has sustained and will continue
23 to sustain substantial, immediate, and irreparable injury for which there is no adequate remedy at
24 law. NOA is informed and believes, and based thereon alleges, that unless enjoined and
25 restrained by this Court, Defendant will continue to infringe NOA's rights in the Nintendo Switch
26 Games. NOA is entitled to temporary, preliminary, and permanent injunctive relief to restrain
27 and enjoin Defendant's continuing infringing conduct.
28

SECOND CLAIM FOR RELIEF

Contributory Copyright Infringement and Inducement of Copyright Infringement

60. NOA re-alleges and incorporates by reference the allegations in paragraphs 1 through 50, as if set forth fully herein.

61. NOA is the owner of valid and registered copyrights in each of the Nintendo Switch Games, including those listed in the attached Schedule A.

62. NOA is informed and believes, and based thereon alleges, that users of the Pirate Shops have downloaded (*i.e.*, copied) from the Pirate Shops digital files embodying the Nintendo Switch Games. Each such reproduction constitutes a violation of 17 U.S.C. § 501(a) for which NOA is entitled to damages under 17 U.S.C. § 504 and injunctive relief under § 502.

63. Defendant has actual or constructive knowledge of his users' direct infringement and has materially contributed to each of their acts of infringement, including because he has operated, maintained, curated, provided access to, and obtained inventory for the Pirate Shops, and provided technical and other support to members of the public to assist them in obtaining and downloading content from the Pirate Shops. Additionally, Defendant has induced that infringement because Defendant has engaged in purposeful conduct that has encouraged and been intended to encourage those users to make infringing copies of Nintendo Switch Games. As such, Defendant is secondarily liable for each act of infringement (unauthorized reproduction) performed by users of Defendant's products and services.

64. Defendant's acts are willful, intentional, purposeful, and in disregard of and indifferent to the rights of NOA.

65. As a direct and proximate result of Defendant's violations of 17 U.S.C. § 501(a), NOA is entitled to the maximum statutory damages, pursuant to 17 U.S.C. § 504(c)(2), in the amount of \$150,000 with respect to each copyrighted work, or such other amounts as may be proper under 17 U.S.C. § 504(c). In the alternative, pursuant to 17 U.S.C. § 504(b), NOA is entitled to its actual damages, as well as to Defendant's profits from these violations, in amounts to be proven at trial.

1 74. As a direct and proximate result of Defendant’s violations of 17 U.S.C. § 1201,
2 NOA is entitled to the maximum statutory damages, pursuant to 17 U.S.C. § 1203(c)(3)(A), in the
3 amount of \$2,500 with respect to each act of circumvention, or such other amounts as may be
4 proper under 17 U.S.C. § 1203(c). In the alternative, pursuant to 17 U.S.C. § 1203(c)(2), NOA is
5 entitled to its actual damages, as well as to Defendant’s profits from these violations, in amounts
6 to be proven at trial.

7 75. NOA is entitled to its costs, including reasonable attorneys’ fees, pursuant to 17
8 U.S.C. § 1203(b).

9 76. Defendant’s conduct has caused and, unless enjoined by this Court, will continue
10 to cause NOA great and irreparable injury for which there is no adequate remedy at law.
11 Pursuant to 17 U.S.C. § 1203(b)(1), NOA is entitled to permanent injunctive relief prohibiting
12 Defendant and his agents from engaging in further acts of offering to the public, providing, or
13 otherwise trafficking in Circumvention Software.

14
15 **FOURTH CLAIM FOR RELIEF**

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

17 77. NOA incorporates the factual allegations in Paragraphs 1 through 50 as if fully set
18 forth herein.

19 78. Section 1201(a)(2) of the DMCA, 17 U.S.C. § 1201(a)(2), prohibits trafficking in
20 technology primarily designed to circumvent technological protection measures that effectively
21 control access to copyrighted works. The statute provides, in pertinent part, that “[n]o person
22 shall manufacture, import, offer to the public, provide, or otherwise traffic in any technology,
23 product, service, device, component, or part thereof, that –

24 (A) is primarily designed or produced for the purpose of circumventing a technological
25 measure that effectively controls access to a work protected under [the Copyright Act];
26
27
28

1 (B) has only limited commercially significant purpose or use other than to circumvent a
2 technological measure that effectively controls access to a work protected under [the
3 Copyright Act]; or

4 (C) is marketed by that person or another acting in concert with that person with that
5 person's knowledge for use in circumventing a technological measure that effectively
6 controls access to a work protected under [the Copyright Act].”

7 79. Nintendo's TPMs effectively control access to works protected by the Copyright
8 Act, including, but not limited to, the Nintendo Switch firmware and operating system and the
9 Nintendo Switch Games in which Nintendo owns or exclusively controls copyrights.

10 80. The Circumvention Software that Defendant has created, distributed, promoted,
11 and facilitated access to is primarily designed to circumvent effective technological protection
12 measures and has only limited commercially significant purposes or uses other than to circumvent
13 Nintendo's access control technology.

14 81. Defendant knows that the Circumvention Software is designed, implemented, and
15 used to circumvent and bypass Nintendo's access control technology.

16 82. Defendant's acts are willful, intentional, purposeful, and in disregard of and
17 indifferent to the rights of NOA.

18 83. As a direct and proximate result of Defendant's violations of 17 U.S.C. § 1201,
19 NOA is entitled to the maximum statutory damages, pursuant to 17 U.S.C. § 1203(c)(3)(A), in the
20 amount of \$2,500 with respect to each act of offering to the public, provision, or otherwise
21 trafficking in circumvention technology, or such other amounts as may be proper under 17 U.S.C.
22 § 1203(c). In the alternative, pursuant to 17 U.S.C. § 1203(c)(2), NOA is entitled to its actual
23 damages, as well as to Defendant's profits from these violations, in amounts to be proven at trial.

24 84. NOA is entitled to its costs, including reasonable attorneys' fees, pursuant to 17
25 U.S.C. § 1203(b).

26 85. Defendant's conduct has caused and, unless enjoined by this Court, will continue
27 to cause Nintendo great and irreparable injury for which there is no adequate remedy at law.

28 Pursuant to 17 U.S.C. § 1203(b)(1), NOA is entitled to permanent injunctive relief prohibiting

1 Defendant and its members and agents from engaging in further acts of offering to the public,
2 providing, or otherwise trafficking in Circumvention Software.

3
4 **FIFTH CLAIM FOR RELIEF**

5 **Trafficking in Circumvention Devices in Violation of 17 U.S.C. § 1201(b)(1)**

6 86. NOA incorporates the factual allegations in Paragraphs 1 through 50 as if fully set
7 forth herein.

8 87. Section 1201(b)(1) of the DMCA, 17 U.S.C. § 1201(b)(1), prohibits trafficking in
9 devices that are primarily designed to circumvent technological protection measures that protect
10 against the violation of rights protected under the Copyright Act. The statute provides, in
11 pertinent part, that “[n]o person shall manufacture, import, offer to the public, provide, or
12 otherwise traffic in any technology, product, service, device, component, or part thereof, that—

13 (A) is primarily designed or produced for the purpose of circumventing protection
14 afforded by a technological measure that effectively protects a right of a copyright owner
15 under [the Copyright Act] in a work or a portion thereof;

16 (B) has only limited commercially significant purpose or use other than to circumvent
17 protection afforded by a technological measure that effectively protects a right of a
18 copyright owner under [the Copyright Act] in a work or a portion thereof; or

19 (C) is marketed by that person or another acting in concert with that person with that
20 person’s knowledge for use in circumventing protection afforded by a technological
21 measure that effectively protects a right of a copyright owner under [the Copyright Act] in
22 a work or a portion thereof.”

23 88. The TPMs effectively protect NOA’s rights as copyright owner in the Nintendo
24 Switch Games. Specifically, the TPMs, in the ordinary course of their operation, prevent, restrict,
25 or otherwise limit the ability of a member of the public to reproduce, distribute, and play the
26 copyrighted video games without Nintendo’s authorization.

1 96. Use of the Nintendo Switch console is governed by the EULA, which provides to
2 users a limited license to use the Nintendo Switch console to, *inter alia*, play Nintendo Switch
3 Games. The EULA is a valid and enforceable contract.

4 97. All users of the Nintendo Switch console are required to consent to the EULA, and
5 NOA is informed and believes, and based thereon alleges, that Defendant consented to the EULA
6 by using a Nintendo Switch console.

7 98. The use of the Nintendo eShop, including eShop Gift Cards, also requires
8 purchasers and users of its software and games to agree to the Account EULA. The Account
9 EULA similarly provides users a limited license to use Nintendo's Services, which is defined to
10 include Nintendo's video games. Nintendo has records demonstrating that the Defendant
11 accepted the terms of the Account EULA.

12 99. Both agreements provide that games are licensed to users, not sold. The EULA
13 restricts players from, *inter alia*, publishing, copying, modifying, reverse engineering,
14 decompiling, disassembling, distributing, offering for sale, or creating derivative works of any
15 portion of Nintendo's software, as well as bypassing, modifying, defeating, tampering with, or
16 circumventing any of the functions or protections of the console (including without limitation any
17 TPMs), unless otherwise permitted by law. And, the Account EULA similarly restricts users,
18 *inter alia*, from leasing, renting, sublicensing, publishing, copying, modifying, adapting,
19 translating, reverse engineering, decompiling, or disassembling any portion of the Nintendo
20 services or games. Furthermore, players agree under the EULA that they will not "use the
21 Console in an unlawful manner or to access the consoles, devices, accounts, or data of others
22 (including Nintendo) without their (or [Nintendo's]) consent."

23 100. By undertaking the above-described conduct, Defendant breached the terms of
24 both the EULA and the Account EULA.

25 101. As a direct and proximate result of Defendant's breach of the EULA and the
26 Account EULA, NOA has suffered damages in an amount to be proven at trial.

SEVENTH CLAIM FOR RELIEF

Tortious Interference With Contract

102. NOA re-alleges and incorporates by reference the allegations in paragraphs 1 through 50, as if set forth fully herein.

103. As described herein, each individual who purchases and uses a Nintendo Switch console agrees to be bound by the EULA. The EULA is a valid and enforceable contract.

104. Each time a Nintendo Switch owner utilizes Circumvention Software or downloads a ROM from the Pirate Shops, they violate the terms of the EULA. NOA is informed and believes, and based thereon alleges, that hundreds, if not thousands, of such breaches have taken place by Defendant's customers.

105. NOA is informed and believes, and based thereon alleges, that Defendant is aware of both the existence and specific relevant terms of the EULA. Specifically, Defendant is aware that the EULA prohibits players from using Circumvention Software and that players are at risk of having their accounts and consoles banned should they be caught using the Circumvention Software. Nevertheless, Defendant has intentionally encouraged and induced Nintendo Switch users to utilize Circumvention Software in order to (i) install Tinfoil so that they may access the Pirate Shops and download unauthorized ROMs embodying Nintendo Switch Games, and (ii) play the unauthorized ROMs, knowing that such is a breach of these customers' contracts with NOA.

106. By inducing NOA's users to breach their contracts with NOA, Defendant has intentionally interfered, and continues to interfere, with the contracts between NOA and its users.

107. As a direct and proximate result of Defendant's actions, NOA has suffered damages in an amount to be proven at trial, including but not limited to decreased profits and a loss of profits from users whose accounts NOA has terminated for violation of the EULA.

108. Defendant's intentional interference with the contracts between NOA and its licensed users entitles NOA to injunctive relief and compensatory damages, and other available relief.

1 109. Defendant is guilty of oppression, fraud, or malice, and NOA, in addition to its
2 actual damages, by reason thereof, is entitled to recover exemplary and punitive damages against
3 Defendant.

4
5 **PRAYER FOR RELIEF**

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

8 1. Requiring Defendant to shut down the Pirate Shops and any social media accounts
9 (including without limitation any Instagram, X, Reddit, and TikTok accounts), communications
10 platforms (including without limitation any Discord servers or Telegram accounts), e-commerce
11 websites, and any other platforms or vehicles used by Defendant to distribute infringing copies of
12 the Nintendo Switch Games, the Circumvention Software, or any other circumvention
13 technology;

14 2. Preliminarily and permanently enjoining Defendant, his officers, employees,
15 agents, subsidiaries, representatives, distributors, dealers, members, affiliates, and all persons
16 acting in concert or participation with Defendant from: (i) any further distribution of the
17 Circumvention Software, or any other circumvention technology; (ii) any further unauthorized
18 distribution of Nintendo video games, including but not limited to the Nintendo Switch Games,
19 (iii) any further breaches of the EULA; and/or (iv) any further conduct that induces or encourages
20 members of the public to breach the EULA;

21 3. Awarding NOA actual or maximum statutory damages for violation of Section
22 1201 of the DMCA, as appropriate, pursuant to 17 U.S.C. § 1203(c).

23 4. Awarding NOA actual or maximum statutory damages for violation of Section 501
24 of the Copyright Act, as appropriate, pursuant to 17 U.S.C. § 504.

25 5. Awarding NOA its full costs and attorneys' fees in this action pursuant to 17
26 U.S.C. § 1203(b), 17 U.S.C. § 505, and other applicable laws.

27 6. Awarding NOA damages against Defendant on NOA's causes of action for breach
28 of contract and tortious interference with contract.

SCHEDULE A**Representative Copyrighted Works Infringed by Defendant**

Title of Work	Registration No.
Advance Wars 1+2: Re-Boot Camp	PA0002428124
ANIMAL CROSSING: NEW HORIZONS	PA0002233840
ARMS	PA0002038228
Big Brain Academy: Brain vs. Brain	PA0002336269
CAPTAIN TOAD: TREASURE TRACKER	PA0002138114 / PA0001932025
DONKEY KONG COUNTRY: TROPICAL FREEZE	PA0002128734 / PA0001920486
Game Builder Garage	PA0002312185
Luigi's Mansion 3	PA0002213908
Mario Kart 8 Deluxe	PA0002051900 / PA0001906587
Mario Party Superstars	PA0002336296
Mario Strikers: Battle League	PA0002360933
Metroid Dread	PA0002322591
NEW SUPER MARIO BROS.U DELUXE	PA0002179319 / PA0001869403 / PA0001834365
Nintendo Switch Sports	PA0002347458
Pikmin 4	PA0002428121
Princess Peach: Showtime!	PA0002461527
Splatoon 2	PA0002047788
Splatoon 3	PA0002369709
SUPER MARIO 3D WORLD + BOWSER'S FURY	PA0002290935
Super Mario Bros. Wonder	PA0002435940
Super Mario Maker 2	PA0002213509
Super Mario Odyssey	PA0002062889
Super Mario Party	PA0002140681
Super Smash Bros. Ultimate	PA0002151614
The Legend of Zelda: Breath of the Wild	PA0002028142
THE LEGEND OF ZELDA: LINK'S AWAKENING	PA0002212311
The Legend of Zelda: Tears of the Kingdom	PA0002411256
WarioWare: Get It Together!	PA0002331222
WarioWare: Move: It!	PA0002444515
Yoshi's Crafted World	PA0002197776