

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

SQUARE ENIX CO., LTD.,

Plaintiff,

v.

HK TEN TREE LIMITED; and DOES 1-10,
inclusive,

Defendants.

CASE NO. 2:25-cv-00456

**COMPLAINT FOR COPYRIGHT
INFRINGEMENT**

JURY DEMAND

Plaintiff Square Enix Co., Ltd. (“Plaintiff” or “SQEX”), by and through its undersigned counsel, hereby files this Complaint against Defendant HK Ten Tree Limited (“Defendant” or “Ten Tree”), and alleges as follows:

NATURE OF THE ACTION

1. This is a civil action for copyright infringement under the United States Copyright Act, 17 U.S.C. § 101 *et seq.*, brought by Square Enix Co., Ltd. against HK Ten Tree Limited and Does 1 through 10, inclusive, for Defendant’s unauthorized use, distribution, and

1 exploitation of Plaintiff's copyrighted work, specifically assets and content derived from
2 SQEX's "*Front Mission*" video game series.

3 2. Pursuant to a License Agreement dated October 4, 2019, as amended on June 3,
4 2021 (the "License Agreement"), SQEX licensed the *Front Mission* intellectual property to
5 Shanghai Zishun Information Technology Co., Ltd. ("Licensee" or "Zishun") for the
6 development, localization, publication, distribution, and operation of a new mobile game using
7 the *Front Mission* intellectual property. Pursuant to the License Agreement, Zishun developed
8 a game titled "*Front Mission -2089: Borderscape*" (the "Licensed Game"), which utilized the
9 *Front Mission* intellectual property. Pursuant to the License Agreement, all intellectual
10 property rights in and to the Licensed Game, including copyrights, were owned by SQEX from
11 their inception.

12 3. On October 4, 2022, SQEX and Zishun terminated the License Agreement, and
13 accordingly, the development of the Licensed Game was terminated as well. All rights in and
14 to the Licensed Game, including copyrights, remained with SQEX.

15 4. Without authorization from SQEX, in October 2024, Defendant Ten Tree
16 released a game titled "*METAL STORM*," which incorporates substantial elements of the
17 Licensed Game, including game mechanics, visual designs, and other protected content (the
18 "Infringing Game"). SQEX is informed and believes, and on that basis alleges, that the same
19 persons or entities involved in developing the Licensed Game also were involved in developing
20 the Infringing Game, and/or that the Infringing Game was developed using materials created
21 pursuant to the License Agreement.

22 5. Accordingly, Plaintiff brings this action to protect its intellectual property rights
23 in both *Front Mission* and the Licensed Game, seeking the removal of the infringing content
24 from *METAL STORM* across relevant platforms in order to prevent further unauthorized
25 exploitation of SQEX's intellectual property.
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1 **PARTIES**

2 6. Square Enix Co., Ltd. is a corporation organized and existing under the laws of
3 Japan, with its principal place of business located at Shinjuku Eastside Square, 6-27-30,
4 Shinjuku, Shinjuku-ku, Tokyo 160-8430, Japan. SQEX is one of the world's leading video
5 game publishers and is the owner of numerous iconic and highly popular video game
6 franchises, which collectively have sold hundreds of millions of copies. SQEX's products are
7 sold worldwide, including in the United States, where it has a significant presence and
8 audience.

9 7. Plaintiff is informed and believes, and on that basis alleges, that HK Ten Tree
10 Limited is a corporation organized and existing under the laws of Hong Kong, with its principal
11 place of business located at Room 3510, 35/F., Tower Two, Lippo Centre, 89 Queensway,
12 Admiralty, Hong Kong. Defendant has engaged in the business of distributing and selling the
13 game *METAL STORM*, including to customers within the United States.

14 8. The true names and capacities, whether individual, corporate, associate, or
15 otherwise, of the Defendants sued herein as Does 1-10, inclusive, are unknown to Plaintiff,
16 which has therefore sued said Defendants by such fictitious names. These Defendants may
17 include individuals whose real identities are not yet known to Plaintiff, but who are acting in
18 concert with one another to commit the unlawful acts alleged herein. Plaintiff will amend this
19 complaint to state Defendants' true names and capacities once they are ascertained. Plaintiff is
20 informed and believes, and on that basis alleges, that all Defendants sued herein are liable to
21 Plaintiff for their participation in all or some of the acts set forth in this complaint.

22 **JURISDICTION AND VENUE**

23 9. This is a civil action seeking relief under the Copyright Act, 17 U.S.C. § 101 *et*
24 *seq.*

25 10. This Court has subject matter jurisdiction over SQEX's claims for copyright
26 infringement pursuant to 28 U.S.C. § 1331 and 1338(a).

11. This Court has personal jurisdiction over Defendant Ten Tree because it consented to the jurisdiction of the U.S. District Court for the Western District of Washington by filing a counter-notification pursuant to the Digital Millennium Copyright Act (“DMCA”), 17 U.S.C. § 512(g), with Valve Corporation (“Valve”) on February 22, 2025. Under 17 U.S.C. § 512(g)(3)(D), the counter-notification requires the alleged infringer to consent to the jurisdiction of the federal court in the district where the service provider is located.

12. Additionally, this Court has personal jurisdiction over Defendant Ten Tree because it has purposefully directed its activities at the United States and availed itself of the benefits of doing business here. Specifically, Defendant Ten Tree intentionally chose to distribute and sell the Infringing Game (*METAL STORM*) in the United States, including through Valve's Steam distribution platform, where the game was listed prior to being removed pursuant to SQEX's DMCA takedown request, and through the App Store and Google Play.

13. Venue is proper in this district pursuant to 28 U.S.C. § 1400(a) because Defendant Ten Tree is engaged in substantial business activities in this district, including distributing the Infringing Game through platforms such as Steam, the App Store, and Google Play, and the infringing activity occurred in this district. Furthermore, Defendant Ten Tree has consented to the jurisdiction of this Court by submitting a counter-notification to Valve on February 22, 2025.

FACTS

A. SQEX and the *Front Mission* Series

14. SQEX is one of the largest and most renowned video game publishers in the world. Its franchises, including *Final Fantasy*, *Dragon Quest*, and *Kingdom Hearts*, have sold millions of copies worldwide and have expanded into media beyond video games, including movies and anime, as well as toys, apparel, and other merchandise. SQEX's games have extremely loyal, dedicated fans who eagerly anticipate new installments in their favorite series.

1 15. One of SQEX's popular game franchises is *Front Mission*, a series of games
2 involving giant mecha (*i.e.*, robots). The series began in 1995 with the release of an
3 eponymous game in Japan, and following the initial game's success, the series has spawned
4 several sequels and spin-offs, all released in Japan and many released in the United States and
5 internationally.

6 16. The *Front Mission* games have encompassed a variety of different genres,
7 including turn-based tactical role-playing, real-time strategy (RTS), side-scrolling and third-
8 person shooters, and massively multiplayer online games (MMOs), with an emphasis on the
9 customization of a player's mecha. The series is known for its serialized storytelling approach,
10 which depicts military and political conflict in a futuristic setting unfolding over the course of
11 many games, as well as in other media such as film, manga, and radio drama. The *Front*
12 *Mission* games have sold several million copies since 1995 and continue to be released on
13 modern video game platforms such as the PlayStation 5 and Nintendo Switch.

14 **B. The License Agreement**

15 17. On October 4, 2019, SQEX entered into a License Agreement with Zishun to
16 develop a new game using SQEX's *Front Mission* intellectual property. Under the License
17 Agreement, SQEX authorized Zishun to develop, localize, publish, distribute, and operate the
18 contemplated game worldwide, excluding Japan. The resulting Licensed Game, *Front Mission*
19 *-2089: Borderscape*, was developed, in whole or in part, by Zishun as part of the *Front Mission*
20 series.

21 18. Pursuant to the License Agreement, all intellectual property rights in and to the
22 Licensed Game "shall be owned by SQEX."

23 19. On October 4, 2022, SQEX and Zishun terminated the License Agreement.
24 Following termination, all rights, including copyrights, to the Licensed Game (*Front Mission -*
25 *2089: Borderscape*), remained with SQEX. SQEX retains exclusive ownership of all
26 intellectual property associated with the unpublished *Front Mission -2089: Borderscape*.
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1 Plaintiff's copyright for *Front Mission -2089: Borderscape* has been registered with the U.S.
 2 Copyright Office under Registration No. PAu 4-253-917. A copy of the copyright registration
 3 for *Front Mission -2089: Borderscape* is attached hereto as **Exhibit A** and incorporated herein
 4 by reference.

5 20. SQEX is informed and believes, and based thereon alleges, that following the
 6 termination of the License Agreement, individuals or entities responsible for the development
 7 of the Licensed Game began repurposing elements of the Licensed Game into an infringing
 8 copy intended for release.

9 21. Subsequently, in October 2024, the Infringing Game, *METAL STORM*, was
 10 released for PC and mobile platforms. The Infringing Game, which was published in the
 11 United States and other regions by Defendant Ten Tree, incorporated substantial protectable
 12 elements from the Licensed Game, including game mechanics, visual designs, and other
 13 copyrighted elements from *Front Mission -2089: Borderscape*. These elements were used
 14 without SQEX's authorization. Exemplar images comparing the Licensed Game with the
 15 Infringing Game are attached to this Complaint as **Exhibit B** and are hereby incorporated by
 16 reference. SQEX did not authorize, and has never authorized, Ten Tree or any other entity to
 17 use any of these elements or to distribute any portion of the Licensed Game. Nor did SQEX
 18 ever authorize Zishun or any developer of the Licensed Game to create derivative works or
 19 authorize others to create derivative works of the Licensed Game.

20 22. SQEX is informed and believes, and on that basis alleges, that the Infringing
 21 Game has been distributed by Defendant through various platforms, including Steam, Google
 22 Play, and the App Store.¹

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 24 ¹ *METAL STORM* was available on Steam at <https://store.steampowered.com/app/3216320/>, but has since been
 25 removed. It is currently available on the App Store at <https://apps.apple.com/jp/app/%E9%8B%BC%E5%B5%90-%E3%83%A1%E3%82%BF%E3%83%AB%E3%82%B9%E3%83%88%E3%83%BC%E3%83%A0/id6503810263>,
 26 <https://apps.apple.com/hk/app/%E9%8B%BC%E5%B5%90/id6477149677>, and <https://apps.apple.com/tw/app/%E9%8B%BC%E5%B5%90/id6477149677>; and on Google Play at <https://play.google.com/store/apps/details?id=com.tentree.gp.jp.mecharashi&hl=ja>,
 27 <https://play.google.com/store/apps/details?id=com.tentree.gp.mecharashi&gl=tw>, and
<https://play.google.com/store/apps/details?id=com.tentree.gp.mecharashi&hl=zh>.

1 29. Plaintiff owns a valid and enforceable copyright in the Licensed Game.
2 Plaintiff's copyright for the Licensed Game was registered with the U.S. Copyright Office
3 under Registration No. PAu 4-253-917.

4 30. Defendant has deliberately and intentionally copied protectable expression from
5 the Licensed Game in *METAL STORM*, including but not limited to mecha designs, characters,
6 game mechanics, and other creative elements.

7 31. Plaintiff has never authorized or consented to Defendant's use of its copyrighted
8 works in the manner complained of herein.

9 32. As a result, Defendant has infringed, and continues to infringe, Plaintiff's
10 exclusive rights under the United States Copyright Act, including by reproducing, adapting,
11 distributing, publicly performing, and publicly displaying, as well as authorizing others to
12 reproduce, adapt, distribute, publicly perform, and publicly display, copyrighted elements of
13 the Licensed Game, in violation of the Copyright Act, 17 U.S.C. § 501 *et seq.*

14 33. Defendant's acts of infringement are willful, in disregard of, and with
15 indifference to, Plaintiff's rights.

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

21 35. Plaintiff further is entitled to its attorneys' fees and full costs in this action
22 pursuant to 17 U.S.C. § 505 and other applicable laws.

23 36. As a result of Defendant's acts and conduct, Plaintiff has sustained and will
24 continue to sustain substantial, immediate, and irreparable injury for which there is no adequate
25 remedy at law. Plaintiff is informed and believes, and on that basis alleges, that unless
26 enjoined and restrained by this Court, Defendant will continue to infringe Plaintiff's rights in
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1 *Front Mission -2089: Borderscape*. Accordingly, Plaintiff is entitled to temporary,
 2 preliminary, and permanent injunctive relief to restrain and enjoin Defendant's continuing
 3 infringing conduct.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in its favor
 6 on each and every claim for relief set forth above, and award Plaintiff relief, including but not
 7 limited to the following:

- 8 1. A judgment that Defendant has infringed Plaintiff's copyright in violation of
 9 the Copyright Act, and that such infringement was willful.
- 10 2. An order preliminarily and permanently enjoining Defendant, its agents,
 11 servants, employees, officers, associates, attorneys, and all persons or
 12 entities acting by, through, or in concert with it, from manufacturing,
 13 producing, distributing, advertising, marketing, offering for sale, or selling
 14 *METAL STORM*.
- 15 3. An order requiring Defendant to file with the Court, and serve on Plaintiff, a
 16 report in writing under oath detailing Defendant's compliance with the
 17 injunction within thirty (30) days after entry of the injunction.
- 18 4. An order requiring Defendant to deliver to Plaintiff all copies of materials
 19 that infringe or violate any of Plaintiff's rights described herein.
- 20 5. An order requiring Defendant to provide Plaintiff with an accounting of any
 21 and all sales of products or services that infringe or violate any of Plaintiff's
 22 rights, as described herein.
- 23 6. An award to Plaintiff of actual or statutory damages for copyright
 24 infringement, including willful infringement, under 17 U.S.C. § 504, as
 25 applicable.

- 1 7. An award to Plaintiff of its full costs and attorneys' fees in this action
- 2 pursuant to 17 U.S.C. § 505 and other applicable laws.
- 3 8. An order imposing a constructive trust over the proceeds unjustly obtained
- 4 by Defendant through the sale of *METAL STORM* in the United States, or
- 5 through any predicate act of infringement occurring in the United States,
- 6 and/or any other products or services that violate Plaintiff's rights as
- 7 described herein.
- 8 9. An award of applicable interest (both prejudgment and post-judgment),
- 9 costs, disbursements, and attorneys' fees.
- 10 10. An award of such other and further relief as this Court may deem just,
- 11 appropriate, and equitable.

12 **JURY DEMAND**

13 Plaintiff hereby demands trial by jury of all issues so triable under the law.

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1 Dated: March 13, 2025

MITCHELL SILBERBERG & KNUPP LLP

2
3 By: /s/ Marc E. Mayer

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9 Dated: March 13, 2025

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10
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Attorneys for Plaintiff Square Enix Co., Ltd.

Exhibit A

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Shirley Perlmutter

United States Register of Copyrights and Director

Registration Number

PAu 4-253-917

Effective Date of Registration:

March 05, 2025

Registration Decision Date:

March 06, 2025



Title

Title of Work: Front Mission - 2089: Borderscape

Completion/Publication

Year of Completion: 2022

Author

- **Author:** Zishun Information Technology Co., Ltd.
- Author Created:** Audiovisual material (including artwork, text and music)
- Work made for hire:** Yes
- Domiciled in:** Japan

Copyright Claimant

Copyright Claimant: Square Enix Co., Ltd.
Shinjuku Eastside Square, 6-27-30 Shinjuku, Shinjuku-ku, Tokyo, 160-8430,
Japan

Transfer statement: By Assignment

Limitation of copyright claim

Material excluded from this claim: preexisting music, Preexisting audiovisual material, artwork, text

New material included in claim: New audiovisual material (including artwork, text and music)

Rights and Permissions

Organization Name: Square Enix Legal Department
Name: Noi Sasaki
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Telephone: (310)846-0400
Address: 999 N. Pacific Coast Highway, 3FL
El Segundo, CA 90245 United States

Certification

Name: Eric J. Schwartz
Date: March 05, 2025
Applicant's Tracking Number: 50148-00003

Correspondence: Yes

Exhibit B

EXHIBIT B

	Screenshots of the Licensed Game (FRONT MISSION -2089: BORDERSCAPE)	Screenshots of the Infringing Game (METAL STORM)
1	 <p>This screenshot shows a mission map from the game FRONT MISSION -2089: BORDERSCAPE. The map is a desert landscape with various buildings and terrain features. A yellow dashed line indicates a mission path, starting from a point labeled '1-2 出征前' (Before Deployment) and ending at '1-8 命途の折点' (Turning Point of Fate). A play button icon is centered on the map. The top of the screen displays '土曜04:47' (Saturday 04:47) and '第一軍 361機 / 311' (First Army 361 aircraft / 311). The bottom left shows a mini-map and the time '1:24 / 12:23'.</p>	 <p>This screenshot shows a mission map from the game METAL STORM. The map is a desert landscape with various buildings and terrain features. A yellow dashed line indicates a mission path, starting from a point labeled '1-2 包圍網' (Encirclement) and ending at '1-8 命途の折点' (Turning Point of Fate). A play button icon is centered on the map. The top of the screen displays '200/200' and 'メインストーリー' (Main Story). The bottom left shows a mini-map and the time '1:24 / 12:23'.</p>
2	 <p>This screenshot shows a mission map from the game FRONT MISSION -2089: BORDERSCAPE. The map is a desert landscape with various buildings and terrain features. A yellow dashed line indicates a mission path, starting from a point labeled '1-3 故郷小隊、集結' (Home Squadron, Gathering) and ending at '1-2 出征前' (Before Deployment). A play button icon is centered on the map. The top of the screen displays '土曜04:47' (Saturday 04:47) and '第一軍 361機 / 311' (First Army 361 aircraft / 311). The bottom left shows a mini-map and the time '8:51 / 12:23'.</p>	 <p>This screenshot shows a mission map from the game METAL STORM. The map is a desert landscape with various buildings and terrain features. A yellow dashed line indicates a mission path, starting from a point labeled '1-2 包圍網' (Encirclement) and ending at '1-8 命途の折点' (Turning Point of Fate). A play button icon is centered on the map. The top of the screen displays '200/200' and 'メインストーリー' (Main Story). The bottom left shows a mini-map and the time '8:51 / 12:23'.</p>

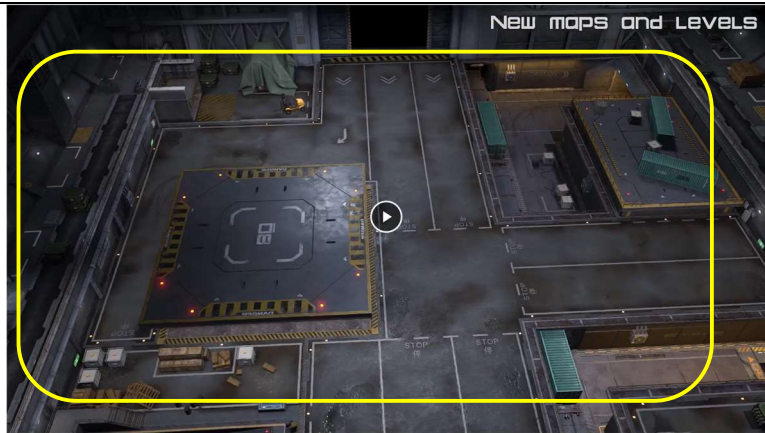
3



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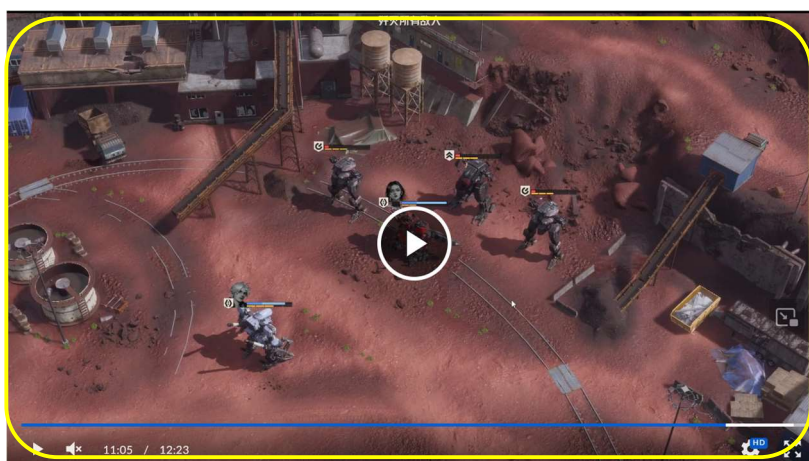
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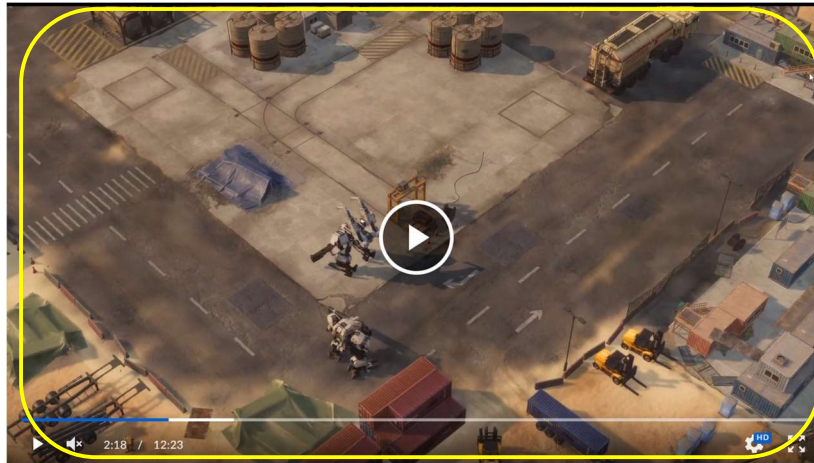


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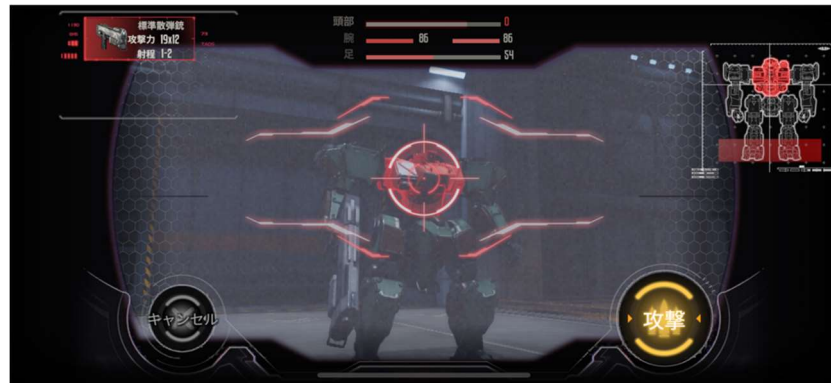




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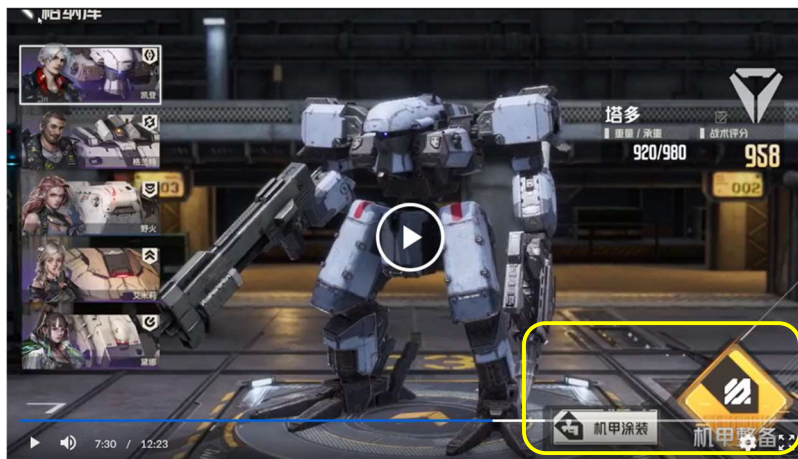
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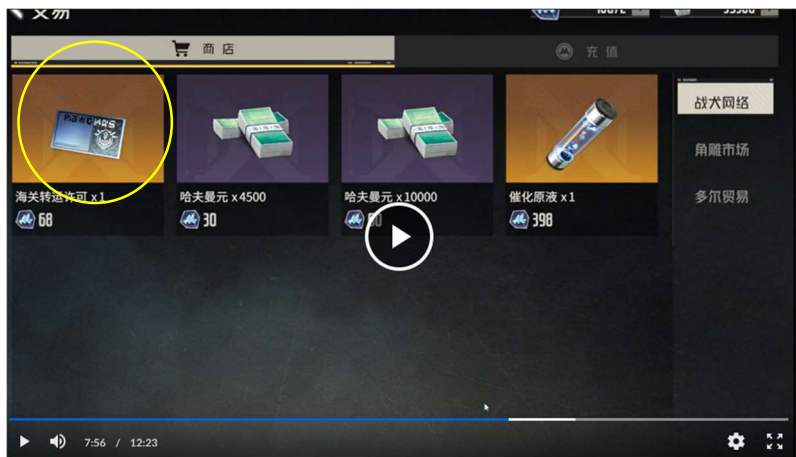
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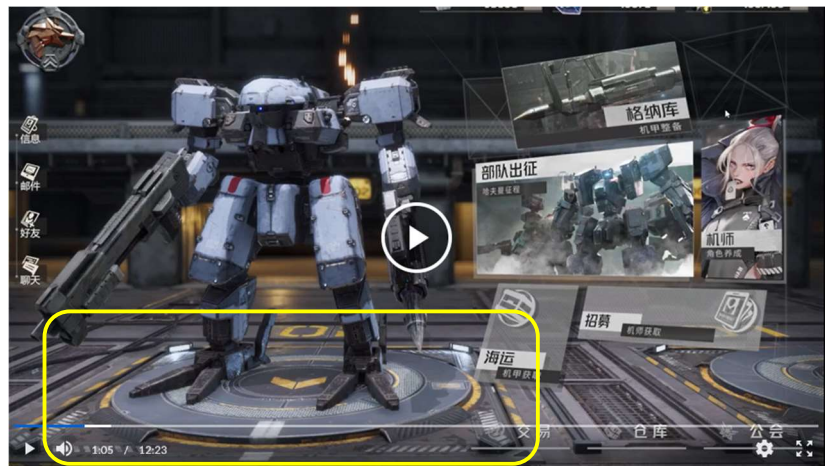
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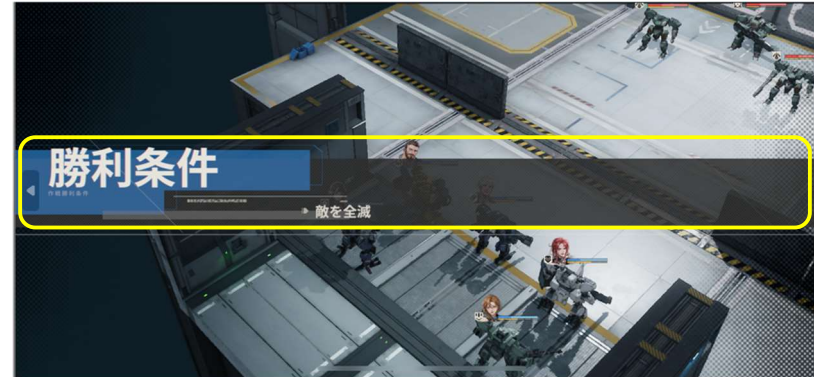
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The screenshot shows a mecha in a workshop environment. A yellow play button icon is centered over the mecha. On the right side, there is a yellow-bordered panel titled '色彩区域' (Color Area) containing a grid of color swatches. At the bottom of the screenshot, there is a video player interface with a progress bar, a volume icon, and a timestamp of 7:35 / 12:23.



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