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7 and Ubisoft, Inc.

8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA

10

11 UBISOFT ENTERTAINMENT, a  
12 corporation existing under the laws of  
13 France, and UBISOFT, INC., a  
corporation existing under the laws of  
California,

14 Plaintiffs,

15 v.

16 EJOY.COM LIMITED d/b/a Qookka  
17 Games; GOOGLE LLC, APPLE INC.,  
and DOES 1 through 10,

18 Defendants.

CASE NO. 20-cv-4419

**COMPLAINT FOR COPYRIGHT  
INFRINGEMENT**

**Demand For Jury Trial**

19

20 Plaintiffs Ubisoft Entertainment and Ubisoft, Inc. (collectively, “Ubisoft”),  
21 for their Complaint against Defendants Ejoy.com Limited d/b/a Qookka Games,  
22 Google LLC (“Google”), Apple Inc. (“Apple”), and Does 1 through 10, allege as  
23 follows:

24

25 **PRELIMINARY STATEMENT**

26 1. Ubisoft is among the world’s most prominent developers and  
27 publishers of high-quality video games and interactive entertainment products.  
28 Ubisoft’s products include some of the most popular video games ever created,

1 including the bestselling competitive multiplayer game *Tom Clancy's Rainbow*  
2 *Six: Siege* ("R6S"). R6S is among the most popular competitive multiplayer  
3 games in the world, and is among Ubisoft's most valuable intellectual properties.  
4 By this action, Ubisoft seeks to obtain relief, including monetary and injunctive  
5 relief, against a game developer and publisher based in China that is trading off  
6 Ubisoft's valuable intellectual property in R6S by marketing, selling, and  
7 distributing an unauthorized mobile copy or "clone" of R6S titled "Area F2"  
8 ("AF2"). Ubisoft also seeks relief against two Internet companies involved in the  
9 distribution of AF2 in the United States.

10         2. The defendants in this action include Ejoy.com Limited ("Ejoy"),  
11 Google LLC ("Google"), and Apple Inc. ("Apple"). Ejoy is a game developer and  
12 publisher that is affiliated with or owned by the large Chinese conglomerate known  
13 as the Alibaba Group. Google is the owner and operator of the Google Play store.  
14 Apple is the owner of the Apple App Store. Google and Apple are the primary  
15 distributors of AF2 in the United States and around the world. Since at least April  
16 2020 Ejoy, Google, and Apple have been marketing and distributing AF2 in the  
17 United States.

18         3. That AF2 is a near carbon copy of R6S cannot seriously be disputed.  
19 Virtually every aspect of AF2 is copied from R6S, from the operator selection  
20 screen to the final scoring screen, and everything in between. This copying  
21 includes, but is not limited to, R6S's storytelling as expressed in the way in which  
22 games unfold in real-time; the player-controlled "operators" (including their  
23 special abilities and weapons loadouts) and the selection and arrangement of those  
24 operators; the collection, selection, and arrangement of weapons, gadgets, and  
25 equipment available to players and specific operators; the environments and  
26 locations in which the game takes place, including the layout and design of in-  
27 game "maps"; the in-game surfaces and building materials and the way in which  
28 certain materials or objects interact with each other, including the placement and

1 destruction of such objects; sound effects and animations; user interface elements;  
2 scorekeeping elements; screen displays such as the operator selection screen, the  
3 “waiting for player” screen, the “victory” screen, and the final scoreboard; and the  
4 marketing and advertising materials used to promote AF2. The combination and  
5 collection of all of these similarities has resulted in a game that shares the exact  
6 same look and feel of R6S and to an ordinary observer is nearly indistinguishable  
7 from R6S.

8 4. The infringement described herein is willful and deliberate. Ejoy was  
9 well aware of R6S when it developed AF2, and Ejoy made a substantial effort to  
10 ensure that AF2 would look, feel, and play in a manner extremely familiar to R6S  
11 players. Ejoy did so with the intent to profit from existing players of R6S  
12 interested in playing that game on their mobile devices. Ejoy even used  
13 misleadingly similar marketing materials designed to look like those used by  
14 Ubisoft for R6S, including materials featuring the same color scheme, perspective,  
15 and character poses as those for R6S:



22 Moreover, since AF2 was released, Ejoy has been monitoring and responding to  
23 consumer feedback to the game, but has deliberately ignored the scores of  
24 consumer comments noting that the game is copied from R6S.

25 5. Ubisoft is informed and believes, and on that basis alleges, that in the  
26 short time since its release AF2 has generated tens of thousands of dollars in  
27 revenue from the sale of “in-app” purchases, including purchases made to “unlock”  
28 playable operators, weapons, and cosmetic upgrades such as outfits and headgear.

1 Google and Apple, for their part, have been actively distributing AF2 to consumers  
2 in the United States, promoting AF2 on their websites, and, on information and  
3 belief, have been receiving all the revenue generated from AF2 on the platforms  
4 and keeping a substantial share of that revenue. Ubisoft has notified both Apple  
5 and Google that AF2 blatantly infringes Ubisoft's copyrights. But rather than take  
6 any measures to stop or curtail the infringement (including by removing the game  
7 from the Google Play store and Apple App Store until the claim is resolved),  
8 Google and Apple instead decided that it would be more profitable to collect their  
9 revenue share from AF2 and continue their unlawful distribution.

10 6. As set forth below, Defendants are liable for copyright infringement  
11 and Ubisoft is entitled to the relief requested herein, including monetary relief,  
12 injunctive relief, and attorneys' fees and costs to the maximum extent permitted by  
13 law.

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### **JURISDICTION AND VENUE**

16 7. This is a civil action alleging copyright infringement under the  
17 Copyright Act, 17 U.S.C. § 501. This Court has exclusive subject matter  
18 jurisdiction over these claims pursuant to 28 U.S.C. § 1338.

19 8. This Court has personal jurisdiction over Defendants. Google and  
20 Apple are located in the State of California and subject to personal jurisdiction in  
21 California. Ejoy has engaged in the infringing conduct within the United States  
22 and the State of California and has purposefully directed its activities at the United  
23 States and at California.

24 9. Ubisoft is informed and believes, and on that basis alleges, that,  
25 among other things:

26 (a) Each of the Defendants or their respective agents are doing or  
27 have been doing business in the State of California and the United States, including  
28 by distributing AF2 or causing AF2 to be distributed in the United States on

1 platforms such as Google Play and the Apple App Store; selling or helping to sell  
2 “virtual” items or currency to customers located in the United States; collecting  
3 money from United States users; marketing AF2 to U.S. and California customers;  
4 using U.S.-based multiplayer game servers; offering money to U.S. users who  
5 “recruit” new players; and advertising AF2 directly to U.S. users.

6 (b) Defendants have entered into contracts with persons or entities  
7 in the United States, including advertisers, Internet service providers, and payment  
8 processors.

9 (c) Defendants have entered into financial transactions with  
10 persons and entities in the United States.

11 (d) Ejoy has engaged in a variety of infringing acts in the State of  
12 California and the United States, such as knowingly uploading infringing content  
13 to mobile platforms such as the Google Play store and Apple App Store; licensing  
14 infringing content to persons or entities in the United States; and knowingly  
15 financing, supporting, and otherwise causing the production, marketing, and  
16 distribution of infringing content in the United States with knowledge of its  
17 infringing nature.

18 (e) Ejoy knows that the damages and other harmful effects of  
19 Defendants’ infringing activities occur in the United States and primarily in  
20 California, where Ubisoft has U.S. offices and where it has a substantial number of  
21 customers.

22 10. Venue in this Court exists under 28 U.S.C. § 1391(b)(2) because a  
23 substantial part of the events giving rise to the claims alleged in this Complaint  
24 occurred in this District, and because Ubisoft has suffered injury in this District  
25 and Defendants have directed their infringing activities to residents of this District.

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**THE PARTIES**

1  
2 11. Ubisoft Entertainment is a corporation duly organized and existing  
3 under the laws of France. Ubisoft Entertainment is the owner of the United States  
4 copyright registration in the immensely popular online game *Tom Clancy's*  
5 *Rainbow Six: Siege* (“R6S”).

6 12. Ubisoft, Inc. is a corporation duly organized and existing under the  
7 laws of California. Ubisoft, Inc. is the United States publisher of R6S, and as such  
8 is the owner of certain exclusive U.S. rights in R6S, including the exclusive right  
9 to market and distribute R6S in the United States.

10 13. Together, Ubisoft, Inc. and Ubisoft Entertainment (collectively  
11 “Ubisoft” or the “Ubisoft Parties”) are the owners of all of the exclusive rights  
12 under copyright in R6S in the United States.

13 14. Defendant Ejoy.com Limited d/b/a Qookka Games (“Ejoy”) is a  
14 corporation duly organized and existing under the laws of Hong Kong, with its  
15 registered office in Hong Kong and principal place of business in Hong Kong  
16 and/or in Guangzhou, China. Ubisoft is informed and believes, and on that basis  
17 alleges, that Ejoy is the developer, publisher, and distributor of the mobile video  
18 game known as “Area: F2” (“AF2”).

19 15. Defendant Google LLC (“Google”) is a limited liability company  
20 duly organized and existing under the laws of Delaware, with its principal place of  
21 business in Mountain View, California. Google is the owner and operator of the  
22 Google Play store and in that role has distributed (and is continuing to distribute)  
23 Android versions of AF2 to the public. Ubisoft is informed and believes, and on  
24 that basis alleges, that Google has collected revenue in connection with AF2 and  
25 pursuant to an agreement with Ejoy retains a portion of that revenue for its own  
26 benefit while remitting the remainder to an Ejoy account outside the United States.  
27 Ubisoft also is informed and believes, and on that basis alleges, that Google has

1 been continuing to distribute AF2 even after being notified by Ubisoft that AF2 is  
2 a clone of R6S and infringes Ubisoft’s copyright in R6S.

3 16. Defendant Apple Inc. (“Apple”) is a corporation duly organized and  
4 existing under the laws of California, with its principal place of business in  
5 Cupertino, California. Apple is the owner and operator of the Apple App Store,  
6 and in that role has distributed (and is continuing to distribute) iOS versions of  
7 AF2 to the public. Ubisoft is informed and believes, and on that basis alleges, that  
8 Apple has collected revenue in connection with AF2 and pursuant to an agreement  
9 with Ejoy retains a portion of that revenue for its own benefit while remitting the  
10 remainder to an Ejoy account outside the United States. Ubisoft also is informed  
11 and believes, and on that basis alleges, that Apple has been continuing to distribute  
12 AF2 even after being notified by Ubisoft that AF2 is a clone of R6S and infringes  
13 Ubisoft’s copyright in R6S.

14 17. The true names and capacities, whether individual, corporate,  
15 associate, or otherwise, of Does 1 through 10 are unknown to Ubisoft, which has  
16 therefore sued said defendants by such fictitious names. These defendants include  
17 individuals whose real identities are not yet known to Ubisoft, but who are acting  
18 in concert with one another in committing the unlawful acts alleged herein.  
19 Ubisoft will seek leave to amend this complaint to state their true names and  
20 capacities once said defendants’ identities and capacities are ascertained. Ubisoft  
21 is informed and believes, and on that basis alleges, that all defendants sued herein  
22 are liable to Ubisoft as a result of their participation in all or some of the acts set  
23 forth in this complaint. (All of the aforementioned defendants collectively are  
24 referred to herein as “Defendants.”)

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1 **FACTS APPLICABLE TO ALL CLAIMS**

2 **Rainbow Six: Siege**

3 18. Ubisoft Entertainment and Ubisoft, Inc., collectively referred to herein  
4 as “Ubisoft,” are video game developers and publishers, engaged in the business of  
5 creating, marketing, and distributing high-quality software game products in the  
6 United States. Among Ubisoft’s most popular games is *Tom Clancy’s Rainbow*  
7 *Six: Siege* (“R6S”). R6S initially was released in 2015 for the Xbox One and  
8 PlayStation 4 video game consoles and for Windows personal computer systems.  
9 Since the release of R6S, Ubisoft has released dozens of expansions and updates to  
10 R6S.

11 19. R6S is the product of millions of dollars and thousands of hours of  
12 effort and work by individuals around the world, including game designers,  
13 computer programmers, artists, sound designers, animators, and many others.

14 20. R6S is among the most popular multiplayer video games in the world.  
15 To date, R6S has 55 million registered players around the world. More than 3  
16 million people play R6S every day. R6S is extremely popular in China (where  
17 Ejoy is located) and in the United States (where Ejoy has been heavily promoting  
18 AF2).

19 21. Since its release, R6S has received or been nominated for countless  
20 game industry awards and accolades. R6S also is played as a competitive “esport,”  
21 with professional and semi-professional teams competing for millions of dollars in  
22 prize money.

23 22. Due to its worldwide popularity and enormous player base, R6S is  
24 among Ubisoft’s most valuable game properties and, indeed, is among the most  
25 valuable video game properties in the world. Accordingly, Ubisoft’s competitors  
26 are constantly looking for ways to piggyback on R6S’s popularity and to capture  
27 the attention (and money) of R6S players.



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**Ubisoft’s Original Expression In R6S**

23. R6S is an original work of authorship, subject to copyright protection in the United States. Ubisoft owns valid and subsisting copyright registrations in R6S. Ubisoft’s copyright in R6S includes all copyrightable subject matter encompassed therein, including its artwork, sound, user interface, characters, screen displays, computer code, and other audiovisual, graphic, and literary elements.

24. R6S represents Ubisoft’s unique and protectable expression of the overarching idea of a team-based tactical infiltration and defense game. Ubisoft expressed that gameplay idea in R6S in a highly specific and creative manner. Among this protectable expression is the game’s appearance, form, sequence of events, characters, artwork, animation, maps, weapons and equipment, objects, visual and audio assets, and the collective arrangement and interplay of these elements. Together, the hundreds of individual elements of R6S coalesce to form a game that is highly distinctive, unique, and very different from other military action games or team-based shooters available in the marketplace.

25. Following are some of the ways that R6S uniquely and creatively expresses the idea of a tactical military team-based shooter:

26. **Plot, Storyline, and Gameplay.** R6S is an “asymmetrical” team-based tactical infiltration and defense game in which players use a variety of tools, environmental features, and unique playable operators to tell interactive, evolving, and dynamic stories about high-stakes anti-terror operations.

27. In R6S, ten players form two teams of five “operators” from an international squad known as the “Rainbow Team.” Operators are of different nationalities, having been recruited to Rainbow Team from his or her national secret service or special forces (such as the British SAS, FBI SWAT, Russian Spetsnaz, and French GIGN). Each operator possesses his or her own specific and unique characteristics, appearance, backstory, and special ability. In addition, each

1 operator possesses one unique piece of equipment, one primary weapon (often a  
2 rifle, submachine gun, or heavy weapon), one secondary weapon (often a pistol),  
3 and one gadget such as barbed wire, a bulletproof camera, or smoke grenade.

4 28. Unlike many multiplayer shooter games, R6S is not a reflex-based  
5 shoot-out across a battlefield or highly traversable map. R6S's highly strategic  
6 matches pit one team of attackers against a team of defenders, using teamwork,  
7 gadgets, planning, and destructible environments. Gameplay "maps" (*i.e.*, the  
8 computer generated locations where the game takes place) focus on a specific  
9 confined location and include private homes, airplane cabins, construction sites,  
10 and office buildings. These maps feature multiple entry and exit points, including  
11 rooftop entry points, trap doors, skylights, and windows, some of which are  
12 accessible only by using retractable ropes to rappel up and down walls.

13 29. Additionally, each building surface in a R6S location or map is  
14 comprised of a different type of material, such as wood, drywall, glass, and metal,  
15 each of which reacts differently to external forces such as explosives, gunfire,  
16 sledgehammers, or other equipment. In this way, R6S's destructible environments  
17 and tactical gameplay are unique to the broader genre of military shooter games  
18 (including those featuring somewhat destructible environments) and form an  
19 important part of R6S's storytelling mechanic.

20 30. R6S features five gameplay scenarios, each with a different objective.  
21 Attackers must work together to achieve an objective such as rescuing hostages,  
22 defusing bombs, or securing a biohazard container. Depending upon the  
23 composition of the attacking team, attackers may employ a variety of techniques  
24 and strategies. For example, certain operators may use remote drones or futuristic  
25 scanning technology to locate enemies or see otherwise invisible footprints.  
26 Others may use remote explosives, breach charges, or sledgehammers to break  
27 down walls, doors, or other barriers. Still others may throw smoke and gas

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1 grenades to temporarily blind the enemy, use riot shields to protect against gunfire,  
2 or hack security cameras.

3 31. For the defending team, its objective is to prevent the attacking team  
4 from attaining its objective (*i.e.*, to prevent the attacking team from rescuing the  
5 hostages or defusing the bomb, or to eliminate the attacking team entirely).

6 Depending on the composition of the defending team, players must use their  
7 specific skills, equipment, and techniques (such as deploying traps, turrets, and  
8 makeshift barriers) to reinforce their location and keep the attackers at bay. For  
9 example, some operators may plant EMP mines or jamming antennae to block  
10 remote drones from transmitting. Others may lay barbed wire, hammer wooden  
11 slats across windows or doors, erect metal barriers, or place remote turrets. The  
12 defending team also must use the environment, the materials that comprise that  
13 environment, and their available tools to make decisions about how best to protect  
14 their location or assets.

15 32. R6S matches involve several phases. Each R6S match begins with the  
16 player selecting the operator he or she wishes to play, making a few choices as to  
17 the player's weapons and equipment "loadout," and then selecting from a choice of  
18 "spawn" points where the team will begin the match. After all players have  
19 completed this process, the game will begin.

20 33. A distinctive aspect of R6S is the presence of two specific gameplay  
21 "phases": the "preparation phase" and "action phase." Each match begins with a  
22 "preparation phase." R6S's preparation phase is unique to the genre, and no other  
23 game has a similar preparation phase. During the preparation phase, the attacking  
24 team may scout the map using remote wheeled drones, and the player views the  
25 world from the perspective of the drone. Remote drones are small and fast, and  
26 can fit under doors or in small grates. Drones also can make small jumps, but each  
27 jump requires a short cool-down period before the drone can make another jump.

28

1 If an enemy is spotted or a bomb is located, an off-screen voice will announce that  
2 this has happened and a written message appears on the screen.

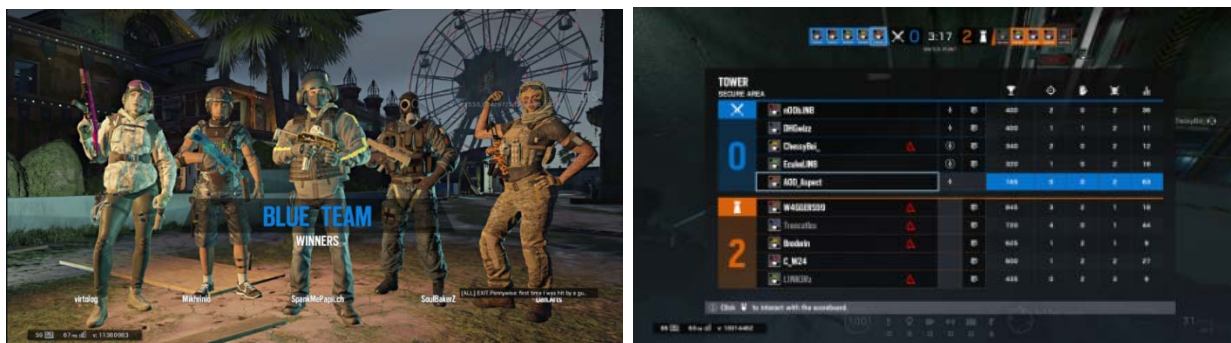
3 34. During the preparation phase, the defending team has an opportunity  
4 to construct barriers, reinforce walls, lay barbed wire, or set traps around their  
5 location, while trying to avoid being spotted by the other team's drones. The  
6 defending team also has access to a CCTV camera system that it can use to identify  
7 and locate the attackers. The defending team is notified if one of the operators has  
8 been spotted (including with on-screen text stating "You have been spotted") or if  
9 a bomb has been located (in which case the message "Enemies found bomb" will  
10 be displayed). The attacking team's remote drones may also be destroyed by the  
11 defending team. All of these tools and techniques are unique to R6S.

12 35. After the preparation phase, the "action phase" takes place and players  
13 assume control of their chosen operator. During this phase, attackers may rappel  
14 up walls, break through windows, break down makeshift barriers, enter trap doors,  
15 lean around doorways or windows, throw smoke or flash grenades, or use any of  
16 their tools and equipment to achieve the team's objective, including by using  
17 explosives or "breach" charges on obstructed windows and doorways. Defenders  
18 may continue to use the tools at their disposal to keep the attacking team from  
19 breaching the captured location and achieving the objective.

20 36. Unlike other shooter games, R6S players do not "respawn" or revive  
21 after being killed. This was a creative design choice. Once killed, the remainder  
22 of the team must continue its mission, either until one team is eliminated or the  
23 objective is completed. Eliminated players, however, may provide support to  
24 remaining players by looking at camera feeds and giving advice to teammates.

25 37. At the end of a match, players are presented with a "Victory" screen  
26 displaying the operators of the winning team, followed by a scoreboard listing the  
27 number of kills, assists, and deaths:

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38. Because of its multi-phased approach, each match of R6S tells a complete story, from introduction to conclusion. As set forth more fully below, no other game in the genre offers the same collection of storytelling devices and tools.

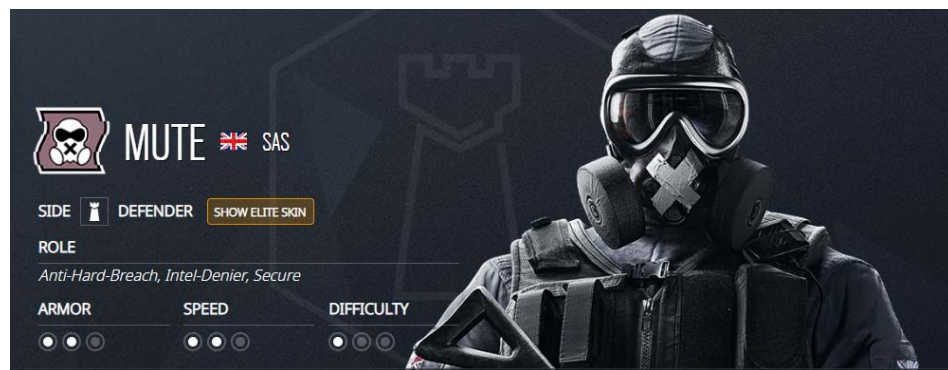
39. **Characters and Operators.** Among the distinctive elements of R6S is its collection of playable international operators. In R6S, players may choose from a roster of 54 unique “operators” (27 attackers and 27 defenders) each with a unique name, appearance, personal history, set of abilities, and “loadout” (*i.e.*, his or her personal set of weapons, equipment, and gadgets). As shown below, each operator also is represented in the game with a personal icon representative of his or her unique skill or ability, and each has a unique three-tiered system by which each operator’s “armor,” “speed,” and “difficulty” are rated.

40. In R6S, the roster of operators is presented in a selection screen comprised of rectangular boxes, each displaying the image of an operator and his or her corresponding icon, against a dark gray background:

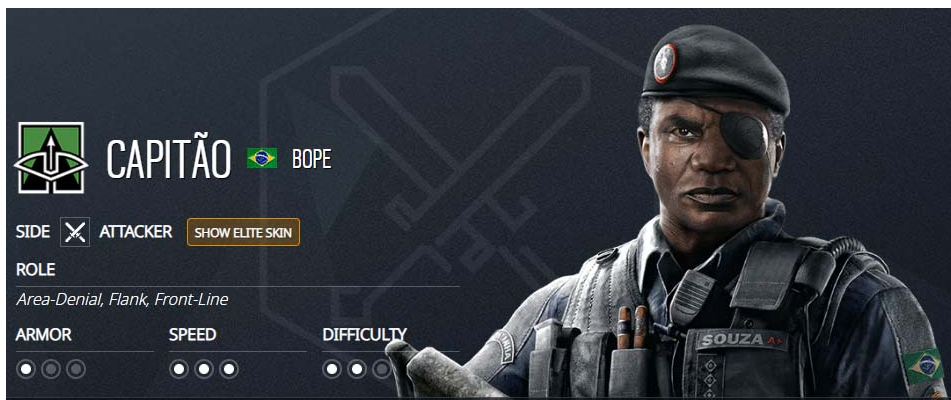
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41. Each R6S operator’s collection of attributes, skills and abilities is unique in the game. For example, the defensive operator known as “Mute” is a 28-year-old technology expert from York, England. He possesses four “GC90 Moni Signal Disruptors” that jam communications for remote gadgets such as breach charges or drones. “Mute” possesses an MP5K submachine gun, a M590A1 shotgun, a P226 Mk 25 handgun, and an SMG-11 machine pistol. He also possesses a “nitro cell” explosive and bulletproof camera that can see through smoke and identify enemies:



1           42. Another operator, “Capitao,” is a crossbow specialist from Brazil. His  
2 signature ability is that he can use a tactical crossbow equipped with a glass bolt  
3 that travels silently and which breaks on impact and ignites the oxygen in the  
4 surrounding area. His weapons include a Para-308 assault rifle, an M249 Light  
5 Machine Gun, a PRB92 Handgun, a claymore, and a stun grenade:



13  
14           43. The visual depiction of each operator, the graphical layout and  
15 presentation of the operator screen, and the artwork and appearance of operator  
16 “icons” (*i.e.*, small pictures that represent the operator) constitute Ubisoft’s  
17 protectable expression. Additionally, the combination of skills, abilities, three-  
18 tiered rating system, gadgets, attributes, and weapons assigned to each operator, as  
19 well as the overall selection, arrangement, and combination of all 54 playable  
20 operators and their loadouts and equipment, constitutes Ubisoft’s protectable  
21 expression.

22           44. No other video game includes the same assortment or combination of  
23 playable characters or the same assortment combination of weapons, skills, and  
24 other attributes for each individual character. R6S’s operators are the product of  
25 enormous thoughtfulness and creativity by R6S’s designers. The combination of  
26 these operators, weapons, skills, abilities, and gadgets allows for an enormous  
27 variety of potential R6S teams, playstyles, and team strategies, as each five-player  
28 team may be comprised of dozens of possible combinations of operators.

1 Hundreds of creative decisions have gone into the selection and arrangement of  
2 operators, and the combinations created by those decisions represent the artistry of  
3 the game’s designers and developers.

4       **45. Locations, Environments, and Surfaces.** Another unique and  
5 distinctive feature of R6S is the design and layout of each individual location in the  
6 game, as well as the placement of entry/exit points, trap doors, stairways, hiding  
7 places, barriers, wall markings, obstacles, and other design elements. Each of  
8 these design elements has been rendered in a specific way and placed in the game  
9 by the designer in a particular and unique arrangement.

10       46. As there are numerous ways to depict or present a location, the  
11 particular arrangement of features within a location is an artistic choice governed  
12 by the vision and creativity of the designers. For example, as can be seen below  
13 (with respect to the map “House”), a map is comprised of multiple levels (or sub-  
14 maps), with dozens of design elements and features contained in each:



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21       47. As noted above, one of R6S’s major storytelling mechanics is its use  
22 of destructible, partially destructible, and reinforceable surfaces. Walls, floors,  
23 ceilings, doors, windows, and roofs each are comprised of specific materials.  
24 Among these materials are wood, glass, drywall, concrete, steel, and combinations  
25 of these. Each of these materials reacts differently to external forces such as  
26 gunfire, explosive charges, and other tools. Some surfaces will shatter or splinter,  
27 while others will not. Even different caliber bullets will cause certain types of  
28 material to react in different ways. Moreover, some walls may be reinforced with



1 wooden studs, thereby preventing players from passing through the wall but not  
2 obstructing bullets or grenades fired through small openings.

3 48. The placement of these destructible materials, and the manner by  
4 which they react to force, is not dictated by functional considerations. Rather, the  
5 placement of a certain type of material in a certain place is an artistic and design  
6 decision. Additionally, the way in which a specific surface reacts to explosions or  
7 gunfire is not governed by its real-world counterpart; each surface is designed to  
8 enable the map to be manipulated by players during a match in a certain way. For  
9 example, a certain specific number of hits from a specific ammunition type will  
10 cause a wooden barrier to completely disappear, even though this is not an accurate  
11 depiction of the strength of a piece of plywood. Gaming publications have  
12 described R6S's dynamic destruction features as "unique," "unparalleled," and a  
13 "dramatic[]" change from other games in the genre.

14 49. **Weapons and Equipment.** Dozens of weapons, weapon  
15 modifications, tools, gadgets, and other pieces of equipment are available to  
16 players in R6S. R6S includes nearly 100 different firearms, more than 50 different  
17 unique gadgets, and dozens of tools such as explosives and traps. Some of the  
18 weapons and equipment are modeled on or named after real-world weapons or  
19 equipment. Many others are fictional or imaginary. Some are futuristic and based  
20 on hypothetical technology that does not exist and likely could not exist in the real  
21 world.

22 50. R6S gadgets are extremely distinctive, and many, as noted above, are  
23 entirely fictional or impossible. For example, the operator known as "Lion" is  
24 equipped with an "EE-ONE-D" drone that scans the area using sonar and alerts  
25 attackers of the position of any member of the defense team that moves during the  
26 scan. "Jackal" possesses an "Eyenox" visor that scans for enemy footprints and  
27 tracks the footprints to their owner. "Iana" possesses a "Gemini Replicator" that  
28 creates a holographic image of the player as a decoy. Other fictional devices or

1 gadgets include a cardiac sensor, gas-filled glass crossbow bolts, a portable signal  
2 jammer, an “electronic rendering cloak” (for invisibility), and the Rtila  
3 Electroclaw.

4 51. Many weapons in the game (even those that exist in the real world)  
5 are not the type of weapons that would typically be used in a close-quarters  
6 infiltration or extraction scenario. In fact, some of them would cause collateral  
7 damage that would be counterproductive to the operation or adversely impact the  
8 structural integrity of the building. Instead, these weapons are included in the  
9 game due to artistic or design choices by the designers. This is because R6S is not  
10 a combat simulation or training program, but a game that is designed to be  
11 entertaining and exciting for the players by providing a compelling and distinctive  
12 creative world.

13 52. The collection, selection, and arrangement of weapons and equipment  
14 represents Ubisoft’s original creative expression. This selection is not mandated or  
15 required by any functional considerations or technical requirements, but represents  
16 choices made by the game’s designers.

17 53. **Sound, Visual Effects, and Animations.** R6S features a variety of  
18 sound effects, visual effects, and animations. Some of the sound effects in R6S  
19 include, for example, the sounds of gunshots, explosions, footsteps, traps being set,  
20 barricades being deployed, and walls or doors breaking. All of these sounds have  
21 been created by Ubisoft’s designers, are embodied in sound files contained within  
22 the game software, and are distinct to R6S.

23 54. Additionally, every action in the game is accompanied by an  
24 animation or visual effect. For example, when a firearm must be reloaded, the  
25 player must watch a specific, timed reload animation. The same is true when traps  
26 are placed, when barriers are lowered, or when explosives are fixed to a surface.  
27 These animations are unique to R6S, reflect creative decisions made by R6S’s  
28 developers, and have been designed in a particular way and purposefully consume

1 a specific amount of time. Other visual effects embodying the designers' creative  
2 choices include cosmetic bullet holes on surfaces, splintering wood, crumbling  
3 drywall, smoke and fog, and explosions.

4       **55. User Interface and Screen Displays.** R6S includes a variety of  
5 screens, interfaces, scoreboards, menus, and other visual displays through which  
6 the player interacts with the game. These include, for example, character selection  
7 screens, matchmaking screens, weapon selection screens, and weapon modification  
8 screens. Each of these screens or interfaces is designed in a particular way, using  
9 particular layouts, color schemes, perspectives, visual cues, icons, and shapes.

10       **56.** During a match, the player is presented with various user interface  
11 icons and readouts. These include (1) operator icons for each team in the upper  
12 left or right, which are question marks if the opposing operator has not yet been  
13 discovered or spotted, (2) the scoreboard and timer in the upper middle of the  
14 screen, (3) a small diamond, representing a critical objective (such as a located  
15 bomb), (4) the player's weapons and equipment, along with the keystroke or  
16 controller button required to activate that weapon or piece of equipment, and (5)  
17 the location of friendly players:





1           60.    Ubisoft is informed and believes, and on that basis alleges, that in late  
2 2019, Ejoy began advertising a forthcoming game-in-development titled “Area  
3 F2,” which it described as a “close quarters battle first-person shooter.” Upon  
4 information and belief, on or about November 14, 2019, Ejoy or those acting on its  
5 behalf created a YouTube account for Area F2, specifying the account’s location as  
6 the United States. Ejoy or those acting on its behalf also created active social  
7 media pages promoting Area F2 on U.S.-based platforms such as Facebook,  
8 Instagram, and Twitter. These social media pages were in English and were  
9 directed, in whole or in part, at users in the United States.

10           61.    Sometime in March or April 2020, Ejoy began permitting certain  
11 members of the public to “beta test” the game in certain territories, including  
12 Brazil, Indonesia, Thailand, Malaysia, Russia, and others. Ejoy also made the  
13 digital Android (“APK”) file of AF2 available to the public for download on the  
14 AF2 website, including to individuals located in the United States. Ubisoft is  
15 informed and believes, and on that basis alleges, that the APK file was used by  
16 players in the United States to play AF2 on Android devices or emulators before its  
17 official worldwide release.

18           62.    On or about April 28, 2020, Defendants made AF2 available to  
19 members of the public worldwide, including in the United States. Specifically,  
20 AF2 was made available to be downloaded to personal mobile devices such as  
21 smartphones and tablets via the Apple App Store and the Google Play store.

22           63.    AF2 is a “free to play” game, meaning that the game may be  
23 downloaded and played for free. However, if the player wishes to “unlock”  
24 additional playable characters or obtain other upgrades or customizations, he or she  
25 must purchase those upgrades by playing money.

26           64.    Upon information and belief, Ejoy contracted with a California-based  
27 company known as Helpshift to provide extensive customer-support services for  
28 AF2. Ejoy or those acting on its behalf also instructed players that they could

1 connect to AF2 game servers located in the United States, and Ejoy provided  
2 specific means by which U.S.-based players could “recruit” or sign up new players  
3 to download and AF2. Ejoy also has been offering thousands of dollars to North  
4 American users who “recruit” the most new players.

5 65. Ubisoft is informed and believes, and on that basis alleges, that in the  
6 short time since AF2 was released to the public, it has been downloaded more than  
7 one million times and has generated tens of thousands of dollars in revenue. A  
8 substantial number of these downloads (if not the vast majority) were from users  
9 based in the United States. Likewise, users in the United States have spent money  
10 to purchase in-game items in AF2.

11  
12 **Distribution of AF2 By Apple and Google**

13 66. Ubisoft is informed and believes, and on that basis alleges, that  
14 Google is the owner of the Google Play distribution platform. Google Play is the  
15 world’s leading platform for the distribution and sale of mobile games for  
16 “Android” devices.

17 67. Ubisoft is informed and believes, and on that basis alleges, that Apple  
18 is the owner of the Apple App Store distribution platform. The App Store is the  
19 world’s leading platform for the distribution and sale of mobile games for iOS  
20 devices such as iPhones and iPads.

21 68. Ubisoft is informed and believes, and on that basis alleges, that in  
22 order for a game developer or publisher to release a game on Google Play or the  
23 App Store, the developer must create a Google Play or Apple developer account,  
24 agree to a standard developer agreement, and provide information to Google and/or  
25 Apple such as contact information, bank account information, and the currency  
26 preference for payment.

27 69. Once a developer such as Ejoy creates an account with the Google  
28 Play Store or App Store, the developer may upload a digital file to Google Play or

1 the App Store and select which territories the developer wishes to distribute the  
2 game to. Ubisoft is informed and believes, and on that basis alleges, that Google  
3 and Apple review uploaded games before they are offered to the public. Once  
4 approved, Google and Apple will allow the game to be distributed on a dedicated  
5 store page. Additionally, if Google or Apple finds a game to be particularly  
6 noteworthy or appealing, it may elect to “feature” the game on their storefront to  
7 make it easier for users to find and download.

8 70. Ubisoft is informed and believes, and on that basis alleges, that  
9 Google and Apple profit directly from every game sold or “in-app purchase” made  
10 on their platform in the form of “platform fees” or “service fees.” According to  
11 public information, Ubisoft is informed and believes, and on that basis alleges that  
12 approximately 30% of the revenue generated from each game sold on the Google  
13 Play store or App Store, or each in-app purchase made on the Google Play store or  
14 App Store, is retained by Google or Apple as a service fee.

15 71. Ubisoft is informed and believes, and on that basis alleges, that in  
16 order for AF2 to be distributed in the United States via the Google Play store and  
17 Apple App Store, Ejoy necessarily created both a Google developer account and an  
18 Apple developer account. Ejoy also selected “United States” (or “worldwide”) as a  
19 territory in which the game could be distributed.

20 72. Ubisoft is informed and believes, and on that basis alleges, that  
21 Google and Apple have received (and as long as AF2 remains available will  
22 continue to receive) substantial revenue in connection with the game, and further,  
23 that each either has sent or intends to send a portion of that revenue to a foreign  
24 bank account maintained by Ejoy and to retain the remainder for itself as profit.

25 73. On or about April 28 and April 29, 2020, Ubisoft informed Google  
26 that AF2 infringed its copyrights in R6S and thus its distribution via the Google  
27 Play store was a violation of its exclusive distribution right in R6S. On May 11,

28

1 2020, Google specifically advised Ubisoft that it would not remove AF2 from the  
2 Google Play store.

3 74. On or about April 28, Ubisoft also informed Apple that AF2 infringed  
4 its copyrights in R6S and thus its distribution via the App Store was a violation of  
5 its exclusive distribution right in R6S. Apple did not remove AF2 from the App  
6 Store. Instead, on April 30, 2020, Apple forwarded Ubisoft’s take-down request to  
7 Ejoy.

8 75. Ubisoft is informed and believes, and on that basis alleges, that since  
9 receiving Ubisoft’s infringement notices, Google and Apple have continued to  
10 distribute AF2, have received revenue in connection with AF2 and have paid some  
11 revenue to Ejoy’s bank account. Moreover, Google promoted AF2 by featuring it  
12 on the home page of the Google Play store. On May 13, 2020, Apple advised  
13 Ubisoft that it was prepared to “close this matter for our records” without taking  
14 any further action.

15 76. Google and Apple currently are the leading distributors of AF2 in the  
16 world. Ubisoft is informed and believes, and on that basis avers, that unless  
17 Google and Apple either remove AF2 from the Apple Store while this lawsuit is  
18 pending or hold in trust for Ubisoft all revenue related to AF2 until this dispute is  
19 resolved, Apple and Google will continue to receive a direct financial benefit from  
20 the infringement at issue.

21

22 **AF2 Unlawfully Copied R6S and its Protectible Expression**

23 77. AF2 is an unauthorized mobile copy or “clone” of R6S, designed to  
24 closely replicate R6S and appeal to players of R6S who wish to play R6S on  
25 mobile devices such as tablets and smartphones. As such, AF2 appropriates nearly  
26 all of R6S, including specific protectable elements, protectable combinations of  
27 game elements, and the overall look and feel of R6S. In fact, the games are so

28



1 similar that an ordinary observer viewing and playing both games likely would be  
2 unable to differentiate between them.

3 78. The similarities between AF2 and R6S can only be fully appreciated  
4 by playing the two games, and are too numerous for all of them to be specifically  
5 enumerated here. These similarities include, but are not limited to, the following:<sup>1</sup>

6 79. **Plot, Storyline, and Gameplay.** As released, AF2 copies two of  
7 R6S's most popular game scenarios in their entirety. AF2's "Threat Elimination"  
8 and "Demolition" scenarios are identical to R6S's "Secure Area" and "Bomb"  
9 scenarios. All of the elements of these game scenarios are replicated nearly  
10 verbatim, from the start of the match to its conclusion.

11 80. As in R6S, AF2 players form two teams of five operators, each of  
12 which possesses a unique skill or tool, a primary weapon, a secondary weapon, and  
13 a gadget. Teams are then assigned to be attackers or defenders. As in R6S, each  
14 match begins with the selection of an operator, the selection of the operator's  
15 weapons and equipment loadout, and the selection of the team's "spawn" point on  
16 the map.

17 81. As in R6S, matches in AF2 take place in two phases beginning with a  
18 "preparation phase." As in R6S, during the preparation phase, attackers use remote  
19 wheeled drones to locate enemies and bombs, and view the world from the  
20 perspective of the drone. As in R6S, drones are small and speedy and can fit  
21 underneath doors or in vents. As in R6S, drones can make small jumps, but must  
22 cool down after each jump. As in R6S, when an enemy or bomb is located, an off-  
23 screen voice notifies the players, using the same or very similar language to that  
24 used in R6S.

25 82. As in R6S, during the preparation phase of AF2 the defenders place  
26 barricades, reinforce walls, set traps, and lay barbed wire, while attempting to  
27 avoid being spotted by the enemy drone. Like in R6S, defenders may use CCTV

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28 <sup>1</sup> In all screen captures below, R6S is on the left and AF2 is on the right.

1 cameras to locate and identify attackers. Moreover, like in R6S, when a defender  
2 or asset is located by a drone in AF2, an off-screen voice notifies the player that he  
3 or she has been spotted and displays the following message on screen: “You have  
4 been spotted.” The attacking team’s remote drones may also be destroyed by the  
5 defending team.

6 83. As in R6S, following the preparation phase the game moves to the  
7 action phase. During the action phase, players take control of their operators and  
8 attempt to achieve their objectives. As in R6S, attackers in AF2 may rappel up  
9 walls, break through walls and barriers, break windows, shatter skylights, and  
10 otherwise use the tools and equipment at their disposal to achieve their goal,  
11 including by using explosives or “breach” charges on obstructed windows and  
12 doorways. Defenders likewise must use the tools at their disposal to prevent the  
13 attackers from achieving their objective.

14 84. As in R6S, during the action phase of AF2, players have access to  
15 unique tools, weapons, and equipment, including gas and smoke grenades,  
16 crossbows, barbed wire, remote drones, booby traps, deployable turrets and  
17 shields, and many other types of equipment. As in R6S, attackers may use a  
18 variety of different entrance points to infiltrate the location, including windows,  
19 trap doors, and doors. As in R6S, players may destroy or damage walls, windows,  
20 barriers, and other surfaces. As in R6S, some of these surfaces are destructible,  
21 while others are only semi-destructible and provide line of sight but not free  
22 movement. Ejoy describes these destructible surfaces as a key element of AF2,  
23 just as Ubisoft does with respect to R6S.

24 85. As in R6S, players do not respawn after death. Instead, when an  
25 operator is killed, the remainder of the team must continue to attempt to achieve  
26 the objective. After the conclusion of the match, AF2 presents a victory screen,  
27 followed by a scoreboard. Scoring is extremely similar (if not exactly the same) in  
28 AF2 as it is in R6S.

1           86.   **Operators and Characters.** AF2 was released to the public with  
 2 eighteen operators (called “Agents”): nine attackers and nine defenders. AF2’s  
 3 agents are displayed to players using a nearly identical selection screen as R6S,  
 4 using the same layout, color scheme, rectangular boxes, and even similar icons for  
 5 “attackers” and “defenders”:

R6S

AF2



14           87.   Among the R6S operators copied in AF2 are “Glaz,” “Smoke,”  
 15 “Montagne,” “Mute,” “Kaid,” “Rook,” “Kapkan,” “Sledge,” “Thermite,”  
 16 “Tachaka,” “Thatcher,” “Capitao,” and “Twitch.” In many cases, AF2 depicted its  
 17 operators in a manner very similar to the way they appear in R6S, including with  
 18 similar clothing and headgear. For example, below are images of “Smoke” from  
 19 R6S and “Swamp” from AF2:

R6S

AF2



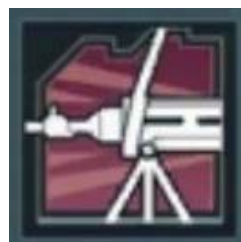
1 Another example is the depiction of “Kapkan” from R6S and “Wolf” from AF2:  
2



9 88. Like R6S, AF2 assigned each operator its own unique colorful icon,  
10 using the same or a highly similar color scheme to the icons used in R6S. In many  
11 cases AF2 used icons that are almost identical to those used in R6S, such as the  
12 icons for AF2’s “Spitfire” and “Wildfire,” which mimic those used for R6S’s  
13 “Tachanka” and “Capitao”:

14  
15 *R6S*

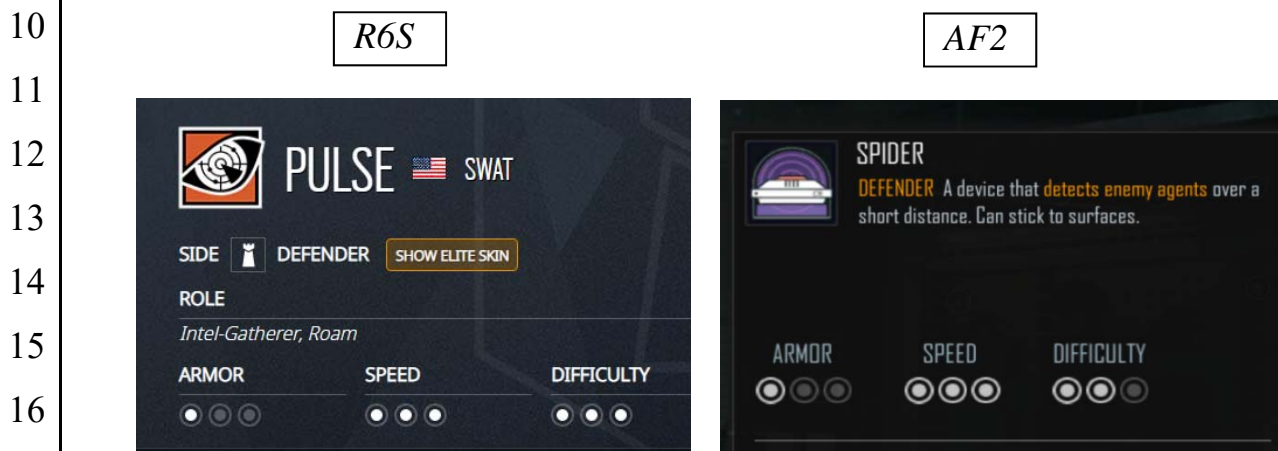
*AF2*



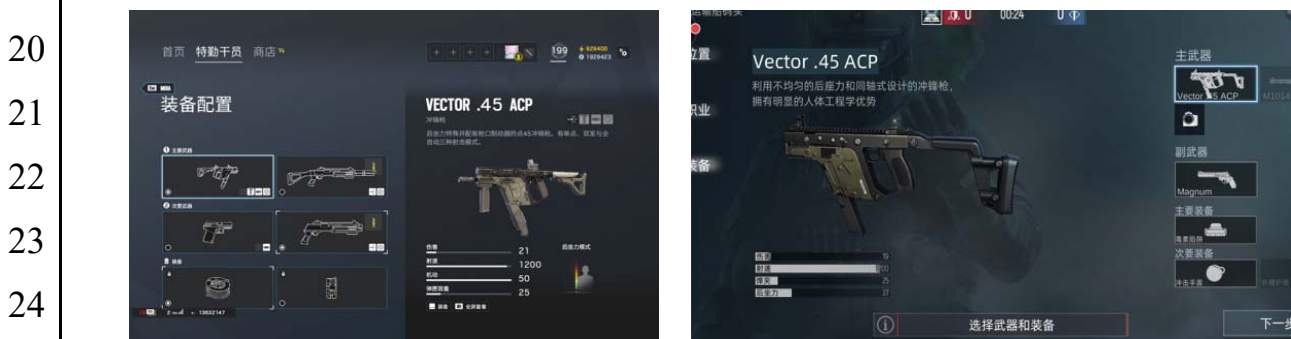
24  
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26 89. Operator abilities, weapons and equipment loadouts, and ratings also  
27 are extremely similar, as is the way that these are displayed in the games. AF2  
28 operators have the exact same (or very similar) special abilities as those in R6S,

1 such as an extendable shield (Montagne (R6S)/Boulder (AF2)), a signal disrupter  
 2 (Mute (R6S)/Silence (AF2)); an electric shocker (Kaid (R6S)/Lightning (AF2)); a  
 3 thermite charge (Thermite (R6S)/Volcano (AF2)); an EMP grenade (Thatcher  
 4 (R6S)/Magnet (AF2)), and so on.

5 90. Additionally, as in R6S, each AF2 operator possesses a primary  
 6 weapon, secondary weapon, and gadget, and nearly all of these directly correspond  
 7 to the primary weapons, secondary weapons, and gadgets available to their R6S  
 8 counterpart. Each operator also is rated by “Armor,” “Speed,” and “Difficulty”  
 9 using the same unique three-tiered system as R6S.



18 Even the weapons loadout screens are almost the same:



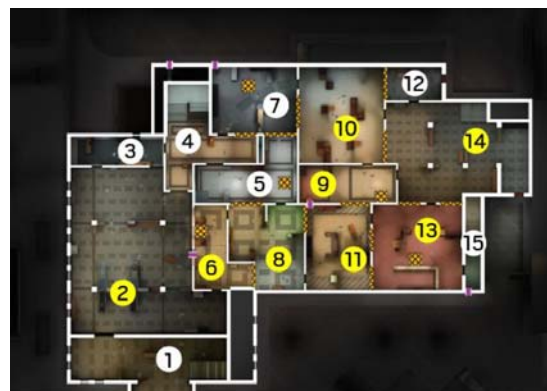
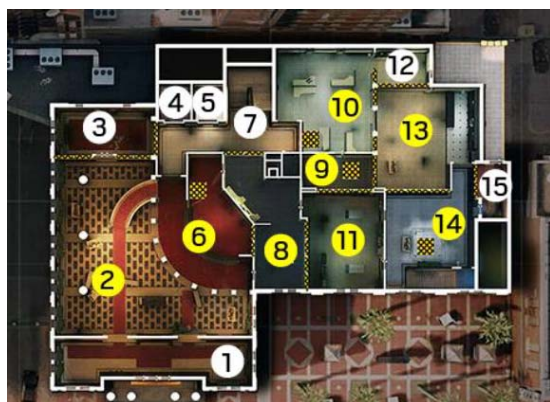
26 91. **Locations, Maps, Environments, and Surfaces.** Upon its launch,  
 27 AF2 featured four maps: “Cargo Dock,” “Mexico Mansion,” “Hot Springs,” and  
 28 “Russian Station.” These maps are extremely similar to a number of R6S maps

1 including “Kanal,” “House,” “Skyscraper,” “Kafe Dostoyevsky,” and “Bank.” For  
 2 example, a level-by-level comparison of the layout of the R6S map “Bank” with  
 3 the AF2 map “Russian Station” depicts a myriad of similarities, including the basic  
 4 design and number of rooms in each:

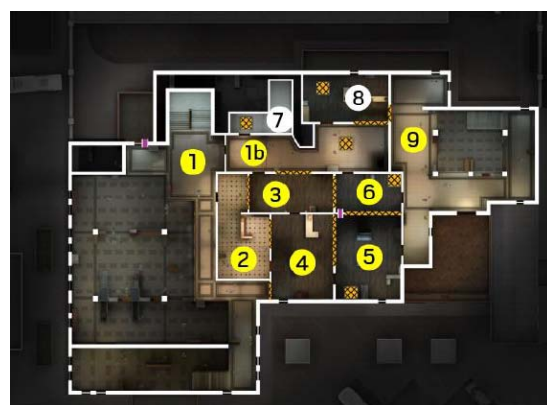
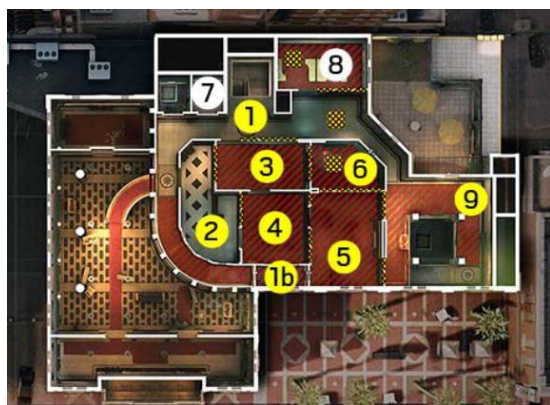
R6S

AF2

**First Floor**



**Second Floor**



25 92. Many objects, hallways, staircases, windows, doors, and other access  
 26 points are located and arranged in a similar fashion in AF2 as they are in R6S:

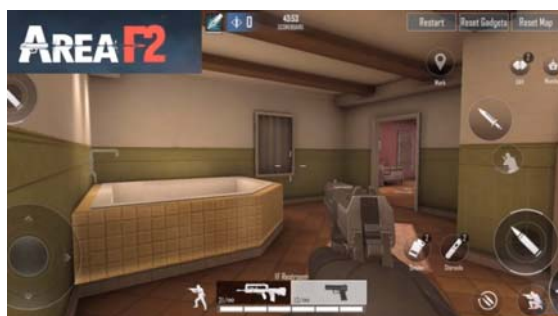
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R6S

AF2



Moreover, unusual building features from R6S locations also were copied in AF2, such as dance floors, pool tables, and skylights. These locations and structures are entirely fictional, and as a result, their layout and design are not dictated by functional considerations or technical requirements. Below are two examples:





7           93. AF2 also copied numerous surfaces, assets, textures, and decals from  
8 R6S, as well as the behaviors of those surfaces and assets. For example, wood,  
9 metal, and concrete surfaces have been copied almost verbatim. These textures  
10 and surfaces also interact with weapons and other tools in almost the exact same  
11 way. Concrete walls, for example, look and react to the player in exactly the same  
12 way in AF2 as they do in R6S. The same is true with respect to wooden floors,  
13 which can be destroyed but not passed through by the player, except where trap  
14 doors are present (which also are the same in both games).

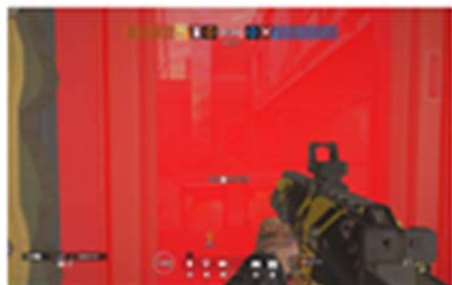
15           94. AF2 also copied the appearance, design and location of various in-  
16 game features such as stairways, windows, hallways, doors, trap doors, vending  
17 machines, reinforced walls, and other objects. AF2 even directly appropriated  
18 distinct wall markings and object decals such as the following:



25  
26 Another example is the following, reflecting that AF2 elected to depict certain  
27 imaginary barriers in the exact same way as R6S, using the exact same colors:

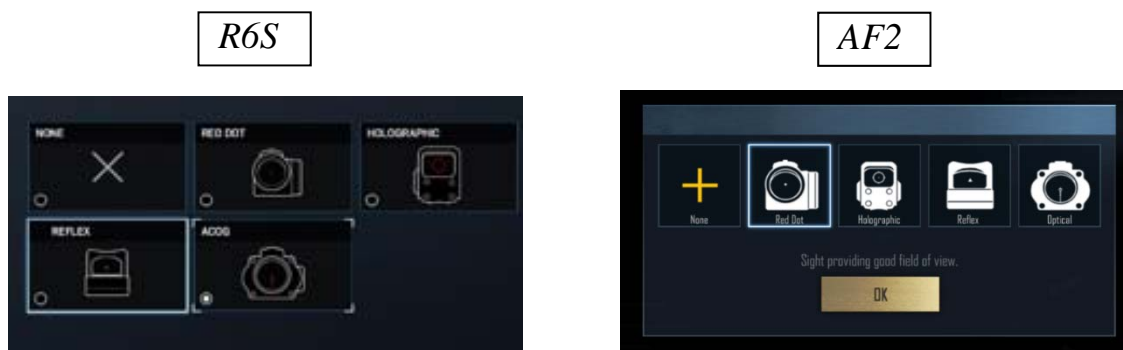


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95. **Weapons and Equipment.** AF2 copied many, if not all, of the weapons and equipment used in R6S. AF2 copied not only military-style weapons such as the Vector .45 ACP, the Magnum, and the MP5, but also the unique specialized equipment and technology used by each operator, including fictional or unusual weapons. This includes, for example, drones, thermite remote charges, tripwires, barbed wire traps, shields, turrets, barriers, metal grates, EMPs, rockets, jammers, Gu Mines, signal disruptors, poison traps, remote gas grenades, surface electrifiers, crossbows with exploding bolts, and many others. Many of these weapons do not exist in real life or would not normally be used by real-life SWAT teams in close-quarters combat.

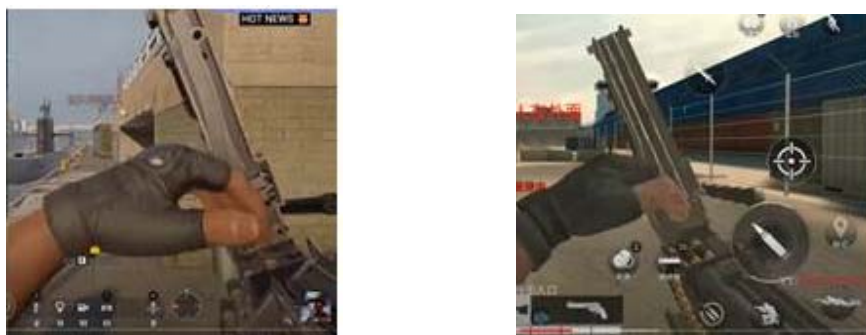
96. Weapon upgrades and modifications also are the same in the two games. For example, R6S enables some operators to modify weapon sights with one of four attachments: (1) red dot, (2) holographic, (3) reflex, and (4) Advanced Combat Optical Gunsight (ACOG). AF2 offers the exact same four options, using nearly identical icons to represent those attachments:



97. **Sounds, Visual Effects, and Animations.** AF2 copied many of the sound effects, visual effects, and animations from R6S. Among the sound effects

1 replicated in AF2 from R6S are the sounds of blast charges, mines, and poison  
2 traps being deployed; barbed wire being laid; barricades being erected; drones  
3 being deployed; rappelling up and down walls; and reinforcing walls.

4 98. AF2 used some of the exact same animations used in R6S, including  
5 the animations for players reloading weapons, aiming through weapon sights,  
6 laying traps and breach charges, and erecting barriers. Below is a still image from  
7 a unique reloading animation that was copied in AF2 from R6S:

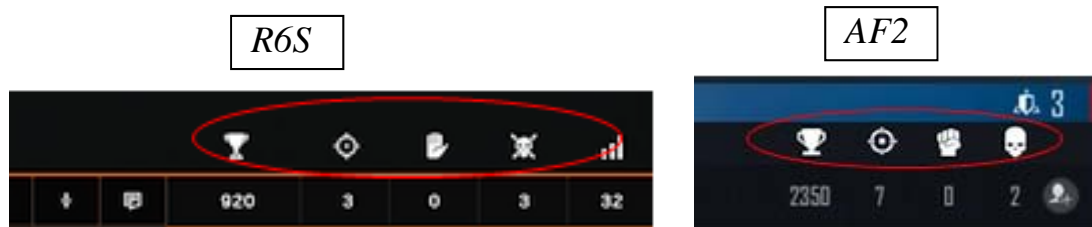


14 99. **User Interface and Scoreboards.** AF2 copied many of the user  
15 interface elements from R6S, including its in-game timer, scoreboard, and  
16 objective markers. For example, AF2 uses the exact same in-game timer,  
17 scoreboard, and player roster as R6S, including the same icon placement, use of  
18 question marks to represent unknown operators, and the use of a white bar to  
19 represent the health of teammates:



25  
26  
27 Other UI similarities include the visual markers used to designate points of interest  
28 or control points (a diamond shape).

1 100. AF2's end-of-match scoreboard screen uses the exact same layout as  
 2 the corresponding screen in R6S, including the same arrangement of information  
 3 and extremely similar icons to represent points, kills, assists, and deaths (*i.e.*, a  
 4 trophy, a target, a fist, and a skull):



9 101. **Scoring and Point System.** AF2 precisely copied the distinct action-  
 10 based point system by which a player is awarded a set number of points during a  
 11 match for specific actions. For example in AF2, as in R6S: destroying an enemy  
 12 player's remote drone or other equipment (such as surveillance or monitoring  
 13 equipment) will award 10 points; deploying a barricade will award 5 points;  
 14 reinforcing a wall will award 10 points; eliminating or killing an enemy player  
 15 during a match will award 50 points; and winning a round will award 100 points.

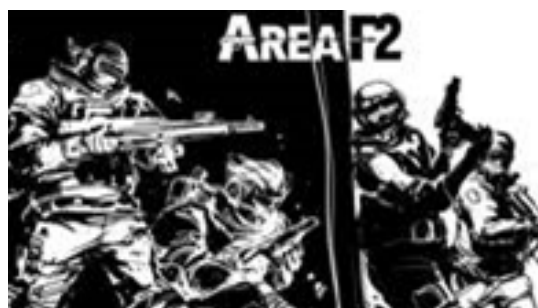
16 102. **Total Look and Feel.** The foregoing are just representative  
 17 examples of the copying of R6S in AF2. When all of the many similarities are  
 18 taken together, the overall impression created by AF2 is one of substantial  
 19 similarity to R6S. Indeed, as addressed and alleged below, achieving such  
 20 similarity appears to have been Ejoy's very intent.

21 103. Because AF2 copies virtually every element of R6S – including its  
 22 specific and unique gameplay loop; its collection of characters and operators; its  
 23 unique operator abilities and equipment; its destructible and semi-destructible  
 24 surfaces; its sound effects; its selection and arrangement of weapons and gadgets;  
 25 its animations; the layout and presentation of its screen displays; its map layout and  
 26 object placement; its specific user interface and scoreboard; its action-based point  
 27 system; its color palate; its marketing campaign, and more – it is apparent to any  
 28 ordinary observer that R6S is a wholesale copy of AF2.

1 **The Infringement Is Willful and Deliberate**

2 104. There are many ways by which Ejoy could have chosen to  
3 independently express the idea of a tactical attack/defense combat game. Ubisoft  
4 is informed and believes, and on that basis alleges, that Ejoy instead, with full  
5 knowledge of R6S and of Ubisoft’s rights in that game, elected to engage in almost  
6 verbatim copying of R6S. Ubisoft is informed and believes, and on that basis  
7 alleges, that this was a deliberate decision by Ejoy and a key part of its business  
8 strategy. Because AF2 is a “free-to-play” game, in order to make money Ejoy  
9 must sell “in-app” purchases. Since only a percentage of the people that download  
10 AF2 will continue to play it and invest their money in such purchases, it is critical  
11 for AF2 to attract a large number of potential players to download the game. To do  
12 so, Ubisoft has sought to exploit the existing large R6S player community by  
13 creating a mobile version of R6S.

14 105. Ejoy’s intent to attract R6S players is apparent from its marketing  
15 and advertising campaign, which was designed to replicate the marketing and  
16 advertising of R6S and attract existing R6S players. Much of the advertising for  
17 AF2 uses highly similar imagery, color schemes, fonts, logos, and layouts to the  
18 marketing for R6S. Below are just two examples:





6           106. Ubisoft is informed and believes, and on that basis alleges, that Ejoy  
7 designed and marketed AF2 in the manner it did in order to capture the attention of  
8 the millions of people that play R6S, avoid the cost and time of creating something  
9 new and original, capitalize off the creative effort of Ubisoft’s designers and  
10 developers, and take advantage of the massive investment of time and resources  
11 dedicated by Ubisoft to R6S.

12           107. Ubisoft is informed and believes, and on that basis alleges, that Ejoy  
13 has, in fact, attracted players to AF2 who are looking for a mobile version of AF2.  
14 Though AF2 only has been available to the public for a short time, already  
15 countless numbers of players have noted the similarities between the games. Many  
16 of them have expressed that they play the game specifically because they are R6S  
17 players and wish to play R6S on their mobile devices. For example, below is just a  
18 sampling of some of the reviews of AF2 posted on the Google Play store since  
19 AF2 was released:

- 20           • “[C]oming from a Rainbow Six Siege player this is an exact  
21 replica. The devs could of at least come up with their own  
22 ideas...”
- 23           • “It’s exactly like Rainbow six siege, at least it tries to be...”
- 24           • “[G]reat copy of siege...”
- 25           • “Absolutely amazing, even though it’s a mobile version of 6 Siege  
26 it’s just like the real console game but in your hands.”
- 27           • “Potential to be a great Mobile R6 Siege.”
- 28           • “Alright. Clearly a Rainbow Six: Siege Ripoff, let’s be real.”

- 1 ● “Honestly, it’s a fun game as its basically Rainbow Six Siege:  
2 Mobile edition.”
- 3 ● “I know that this is a perfect example of Rainbow Six Siege. One  
4 of my favorite games.”
- 5 ● “I really appreciate your hard work on making it like ‘Rainbow Six  
6 Siege’”
- 7 ● “It is made to look exactly like Rainbow Six Siege which is  
8 currently one of the top trending games.”
- 9 ● “I have been dying to play a mobile game that is similar to rainbow  
10 six siege and now that I have the chance I am extremely happy.”
- 11 ● “It’s just like rainbow six siege and I love rainbow six siege.”
- 12 ● “Clean copy of rainbow six siege if anyone didn’t know. They just  
13 renamed the operators in r6s as agents and renamed the same  
14 weapons and even the abilities are the same. I guess they even  
15 copied parts of the maps from the maps in r6s.”

16 108. Media publications also noted the obvious similarities between R6S  
17 and AF2. For example, one publication noted that: “Many fans are describing the  
18 game as a mobile version of Rainbow Six Siege. This description has increased  
19 the popularity and interest in the title and started many discussions in several  
20 online communities.”<sup>2</sup>

21 109. Ubisoft is informed and believes, and on that basis alleges, that Ejoy  
22 is well aware that AF2 infringes Ubisoft’s rights in R6S. On April 28, 2020, just  
23 before the announced “global launch” of AF2, Ubisoft sent letters to Ejoy, both in  
24 English and in Chinese, informing Ejoy that AF2 infringed Ubisoft’s copyrights.  
25 As noted, Ubisoft also contacted the Google Play store and the Apple App Store to  
26 request that AF2 be removed from sale because it infringed Ubisoft’s copyrights.

27 \_\_\_\_\_  
28 <sup>2</sup> <https://happygamer.com/area-f2-is-the-first-close-quarter-combat-fps-game-on-mobile-devices-use-the-skills-of-each-agent-to-help-your-team-attack-or-defend-62403/>.

1 Ejoy refused to comply with Ubisoft’s demands and did not remove the game for  
2 sale or make substantive changes to address Ubisoft’s concerns.

3 110. Additionally, even though Ubisoft specifically informed Google and  
4 Apple that AF2 infringes Ubisoft’s rights in R6S (including through Notices of  
5 Infringement compliant with Section 512(c) of the Digital Millennium Copyright  
6 Act), Google and Apple have refused to remove AF2 from their respective  
7 distribution platforms. Instead, Ubisoft is informed and believes, and on that basis  
8 alleges, that Google and Apple have continued to generate revenue from in-app  
9 purchases made in AF2.

10 111. More egregiously, despite having already receiving notice of their  
11 continued infringement of Ubisoft’s intellectual property rights, Ejoy has  
12 continued to mimic R6S. For example, just mere days after Ubisoft announced the  
13 launch of its *Grand Larceny Collection*, featuring 1920s stylings for R6S’s  
14 operators, Ejoy released its own 1920s themed customized “Godfather”-styled  
15 costumes for AF2’s operators:

16  
17 R6S



18 AF2



**FIRST CLAIM FOR RELIEF**

**Copyright Infringement**

(Against All Defendants)

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112. Ubisoft realleges and incorporates by reference the allegations in paragraphs 1 through 111, as if set forth fully herein.

113. Ubisoft is the owner of valid and registered copyrights in R6S.

114. Defendants have infringed, and are continuing to infringe, Ubisoft's copyrights in R6S by reproducing, adapting, distributing, publicly performing, and publicly displaying, and knowingly authorizing others to reproduce, adapt, distribute, publicly perform, and publicly display AF2 without authorization, in violation of the Copyright Act, 17 U.S.C. § 101 *et seq.*

115. Ubisoft has never authorized or given consent to any of the Defendants to use its copyrighted work in the manner complained of herein.

116. Defendants' acts of infringement are willful, in disregard of, and with indifference to Ubisoft's rights.

117. With respect to Defendants Google and Apple, by failing to expeditiously remove AF2 from the Google Play store and Apple App Store after receiving notice from Ubisoft that R6S infringes Ubisoft's rights, by having actual and constructive knowledge of the infringement, and by obtaining a direct financial benefit from the infringement while failing to control infringement on their platforms, Google and Apple are unable to avail themselves of any of the safe harbors of Section 512 of the Digital Millennium Copyright Act, to the extent that any of those safe harbors ever were even arguably available to them.

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



1 119. Ubisoft further is entitled to its attorneys' fees and full costs pursuant  
2 to 17 U.S.C. § 505.

3 120. As a result of Defendants' acts and conduct, Ubisoft has sustained and  
4 will continue to sustain substantial, immediate, and irreparable injury for which  
5 there is no adequate remedy at law. Ubisoft is informed and believes, and on that  
6 basis alleges, that unless enjoined and restrained by this Court, Defendants will  
7 continue to infringe Ubisoft's rights in R6S. Ubisoft is entitled to temporary,  
8 preliminary, and permanent injunctive relief to restrain and enjoin Defendants'  
9 continuing infringing conduct.

10  
11 **PRAYER FOR RELIEF**

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

15 1. Preliminarily and permanently enjoining Defendants, their officers,  
16 employees, agents, subsidiaries, representatives, distributors, dealers, members,  
17 affiliates, licensees, internet service providers, and all persons acting in concert or  
18 participation with them from infringing Ubisoft's copyrighted works, including by  
19 copying, selling, marketing, distributing, or publicly performing AF2 or any  
20 substantially similar product.

21 2. Requiring Defendants to deliver to Ubisoft all copies of materials that  
22 infringe or violate any of Plaintiffs' rights described herein.

23 3. Requiring Defendants to provide Ubisoft with an accounting of any  
24 and all sales of products or services that infringe or violate any of Ubisoft's rights.

25 4. Awarding Ubisoft monetary relief, including damages sustained by  
26 Ubisoft in an amount not yet determined, including actual damages and/or  
27 Defendants' profits, or statutory damages for copyright infringement and willful  
28 copyright infringement under 17 U.S.C. § 504, as appropriate.

1           5.     Awarding Ubisoft its costs and attorneys' fees in this action pursuant  
2 to 17 U.S.C. § 505 and other applicable laws.

3           6.     Awarding such other and further relief as this Court may deem just  
4 and appropriate.

5

6 DATED: May 15, 2020

MARC E. MAYER  
KARIN G. PAGNANELLI  
MITCHELL SILBERBERG & KNUPP LLP

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By: /s/ Marc E. Mayer  
Marc E. Mayer  
Attorneys for Ubisoft Entertainment and  
Ubisoft, Inc.

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**JURY DEMAND**

Plaintiffs Ubisoft Entertainment and Ubisoft, Inc. (“Ubisoft”) hereby demand a trial by jury on all issues so triable.

DATED: May 15, 2020

MARC E. MAYER  
KARIN G. PAGNANELLI  
MITCHELL SILBERBERG & KNUPP LLP

By: /s/ Marc E. Mayer  
Marc E. Mayer  
Attorneys for Ubisoft Entertainment and  
Ubisoft, Inc.