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8

9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA  
11

12 Blizzard Entertainment, Inc.,  
13 Plaintiff,  
14 v.  
15 James Enright a/k/a “Apoc,” and Does 1  
16 through 10, inclusive,  
17 Defendants.

CASE NO. 8:15-cv-1840  
**COMPLAINT FOR:**  
**(1) COPYRIGHT INFRINGEMENT**  
**(2) INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**  
**(3) BREACH OF CONTRACT**  
**DEMAND FOR JURY TRIAL**

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1 Blizzard Entertainment, Inc. (“Blizzard”) avers as follows:  
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3 **PRELIMINARY STATEMENT**

4 1. Blizzard is a developer and publisher of high-quality computer games  
5 and related entertainment products. Among the computer game products published  
6 by Blizzard are the massively popular online computer games “World of Warcraft”  
7 (“WoW”), “Diablo 3” (“D3”) and “Heroes of the Storm” (“HOTS”) (collectively,  
8 the “Blizzard Games”). By this action, Blizzard seeks to put a stop to, and obtain  
9 redress for, the willful and deliberate conduct of Defendant James Enright  
10 (“Enright”) and those working in concert with him. Enright is an individual who,  
11 in collaboration with an international team of developers and distributors, has been  
12 instrumental in creating, programming, marketing, distributing, maintaining, and  
13 updating, for profit, a portfolio of malicious software products that are designed to  
14 harm Blizzard and its games. More precisely, Enright’s software products, known  
15 as “HonorBuddy,” “DemonBuddy” and “StormBuddy,” (the “Bots”) are video  
16 game “bots” that allow users to automate gameplay and thereby manipulate the  
17 Blizzard Games to their competitive advantage.

18 2. The Bots created by Enright and his team have caused, and are  
19 continuing to cause, massive harm to Blizzard. Blizzard’s business depends upon  
20 its games being enjoyable and balanced for players of all skill levels, and Blizzard  
21 expends a massive amount of time and money to ensure that this is the case. The  
22 Bots that Enright has programmed and helps distribute destroy the integrity of the  
23 Blizzard Games, alienating and frustrating legitimate players, and diverting  
24 revenue from Blizzard to Defendants. As a result of Enright’s conduct, Blizzard  
25 has lost millions or tens of millions of dollars in revenue and in consumer  
26 goodwill. Meanwhile, Enright and his team have been massively and unjustly  
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1 enriched at Blizzard’s expense, having received hundreds of thousands (if not  
2 millions) of dollars in profits from the sale of the Bots.

3 3. In creating and distributing the Bots, Enright has engaged in  
4 numerous acts of copyright infringement. He also has knowingly and intentionally  
5 violated the limited license he entered into with Blizzard pursuant to which he  
6 obtained access to the Blizzard Games, and he has encouraged and induced others  
7 to do the same. Enright knows that his conduct is unlawful and is causing ongoing  
8 harm to Blizzard. For that reason, he has carefully sought to conceal his identity,  
9 operating only through his alias “Apoc.” He also has cautioned users of the Bots  
10 that Blizzard is “scanning” for his software and thus he will continually modify the  
11 Bots to avoid detection by Blizzard.

12 4. Enright has no credible defense to his unlawful conduct. Blizzard is  
13 entitled to monetary damages, injunctive and other equitable relief, and punitive  
14 damages against Enright and those working in concert with him.

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16 **JURISDICTION AND VENUE**

17 5. This is a civil action seeking damages and injunctive relief under the  
18 Copyright Act, 17 U.S.C. § 101 *et seq.*, and under the laws of the State of  
19 California.

20 6. This Court has subject matter jurisdiction over Blizzard’s claims for  
21 copyright infringement pursuant to 28 U.S.C. §§ 1331 and 1338(a). Pursuant to 28  
22 U.S.C. § 1367, this Court has supplemental jurisdiction over Blizzard’s state law  
23 claims for breach of contract and intentional interference with contract in that they  
24 are so related to Blizzard’s claims under the Copyright Act as to be part of the  
25 same case or controversy.

26 7. This Court has personal jurisdiction over Defendants, including  
27 because Defendants have engaged in, contributed to, and induced the infringing

1 conduct at issue within the United States and the State of California and among  
2 other things, have purposefully directed their activities at the United States and at  
3 California. Blizzard additionally avers that, among other things, (a) each of the  
4 Defendants or their respective agents are doing or have been doing business  
5 continuously in the State of California and this District, (b) a substantial part of the  
6 wrongful acts committed by Defendants, and each of them, have occurred in  
7 interstate commerce, in the State of California, and in the Central District of  
8 California, (c) Defendants know that the damages and other harmful effects of  
9 Defendants' infringing activities occur in the United States and primarily in  
10 California, where Blizzard has its principal place of business, and (d) Defendants'  
11 infringing activities are part of a joint, international effort among defendants  
12 residing within the United States and outside the United States.

13 8. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391 and  
14 1400 because this is a judicial District in which a substantial part of the events  
15 giving rise to the claims occurred, and/or in which Blizzard's injury was suffered.

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17 **THE PARTIES**

18 9. Blizzard is a corporation duly organized and existing under the laws  
19 of the State of Delaware, with its principal place of business in Irvine, California.  
20 Blizzard is the publisher and owner of all rights, title, and interest in the immensely  
21 popular computer games "World of Warcraft" (and its numerous expansion packs),  
22 "Diablo 3," and "Heroes of the Storm" (among others).

23 10. Blizzard is informed and believes, and on that basis alleges, that  
24 Defendant James Enright is an individual residing at 15 Blue Ridge Rd, Voorhees,  
25 NJ 08043. Blizzard is informed and believes that Enright is one of the primary  
26 developers of the Bots and has been instrumental in creating and maintaining the  
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1 Bots and communicating with users of the Bots, including to provide technical  
2 support for the Bots.

3 11. The true names and capacities, whether individual, corporate,  
4 associate, or otherwise, of defendants sued herein as Does 1-10 inclusive, are  
5 unknown to Blizzard, which has therefore sued said defendants by such fictitious  
6 names. The defendants may include individuals whose real identities are not yet  
7 known to Blizzard, but who are acting in concert with one another, often in the  
8 guise of Internet aliases, in committing the unlawful acts alleged herein. Blizzard  
9 will seek leave to amend this complaint to state their true names and capacities  
10 once said defendants' identities and capacities are ascertained. Blizzard is  
11 informed and believes, and on that basis avers, that all defendants sued herein are  
12 liable to Blizzard as a result of their participation in all or some of the acts set forth  
13 in this complaint (all of the aforementioned defendants collectively are referred to  
14 herein as "Defendants").

15 12. Blizzard is informed and believes, and on that basis alleges, that at all  
16 times mentioned in this complaint, each of the Defendants was the agent of each of  
17 the other Defendants and, in doing the things averred in this complaint, was acting  
18 within the course and scope of such agency.

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20 **FACTS APPLICABLE TO ALL CLAIMS**

21 **Blizzard's Computer Games**

22 13. Blizzard is a computer game developer and publisher, engaged in the  
23 business of developing, financing, producing, marketing, and distributing high-  
24 quality software game products. Among the software products produced and  
25 distributed by Blizzard are some of the most popular computer games in the world,  
26 including the incredibly popular online games game "World of Warcraft" and its  
27 numerous expansion packs (collectively, "WoW"), "Diablo 3" and its expansion

1 pack (“D3”), and “Heroes of the Storm” (“HOTS”) (collectively, the “Blizzard  
2 Games”). Since establishing the Blizzard label in 1994, Blizzard has become one  
3 of the world’s most respected and popular makers of computer games.

4 14. While the Blizzard Games vary significantly in many respects, they  
5 share a significant common feature in that the success of each rests in part on  
6 Blizzard’s ability to retain their users’ interest so that users play the Blizzard  
7 Games for a sustained period of time.

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9 **World of Warcraft**

10 15. WoW was released in 2004, and is one of the most ambitious and  
11 critically acclaimed online computer games ever created. WoW is a Massively  
12 Multiplayer Online Roleplaying Game (“MMORPG”), a genre of computer game  
13 in which a large number of players interact with each other simultaneously in a  
14 persistent “virtual” online world.

15 16. In WoW, players from around the world assume the roles of different  
16 characters in a sprawling, ever-changing virtual world, populated by a variety of  
17 human and computer- controlled characters. As they explore, adventure, and quest  
18 across WoW’s vast online world, players advance, upgrade, and customize their  
19 characters. Developing (or “leveling”) characters in WoW and obtaining access to  
20 the most valuable in-game items requires a significant investment of time and  
21 effort playing the game. Many players dedicate hundreds or thousands of hours in  
22 leveling their character. For WoW players, advancing in the game is a source of  
23 pride and accomplishment, and is one of the primary reasons why players continue  
24 to play WoW on an ongoing basis.

25 17. In order to recoup its massive investment in WoW, Blizzard charges  
26 users a monthly (or yearly) subscription fee. Payment of the subscription fee  
27 permits users to access Blizzard’s WoW servers and play in the WoW gaming

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1 environment. It is critical to Blizzard’s business model that players remain  
2 engaged in the WoW game world, most importantly by continuing to aspire to  
3 reach higher character levels, acquire better and more powerful items, and  
4 accomplish certain feats within the game. Accordingly, Blizzard takes great pains  
5 to ensure that the WoW game world is properly balanced and offers fair,  
6 interesting, and compelling challenges. Blizzard updates WoW on an ongoing  
7 basis to fix bugs, offer new content, ensure that the game is balanced, and prevent  
8 unscrupulous players from hacking the WoW servers and cheating other players,  
9 including by using external software programs and “bots” to manipulate the game  
10 world and obtain an unfair advantage over other players.

11  
12 **Diablo 3**

13 18. D3 is an online “action roleplaying game” in which players (either on  
14 their own or cooperatively in groups of up to four) battle monsters, demons, and  
15 other enemies in real time, building their characters by obtaining experience and  
16 in-game items.

17 19. To keep D3 gameplay fresh and engaging (and thereby retain the  
18 attention of D3 players), D3 includes various challenge and adventure modes, each  
19 scalable in various levels of difficulty, with correspondingly greater in-game  
20 rewards. Additionally, Blizzard consistently develops and releases new in-game  
21 content for D3 (including, to date, one expansion pack and numerous content  
22 “patches”). In addition to the substantial capital and resources expended by  
23 Blizzard in developing D3 and its expansion, Blizzard expends substantial  
24 resources on an ongoing basis developing and releasing these content patches, and  
25 maintaining the D3 game (including server maintenance, bug fixes, etc.).  
26 Accordingly, Blizzard’s expenditure of money and resources in connection with  
27 D3 is massive and ongoing.





1 fair and balanced, and thus enjoyable to the HOTS user base. Among Blizzard’s  
2 efforts to ensure that HOTS remains fair and balanced are regular content patches,  
3 “re-balancing” of certain HOTS hero characters (e.g., to fix a perceived imbalance  
4 in hero power), and the continuous development and implementation of new  
5 content (e.g., new heroes or “maps” in which players compete against one  
6 another).

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8 **Blizzard’s End User License Agreement**

9 25. In order to access, download, or play the Blizzard Games, or any  
10 patches or expansions to the Blizzard Games, users must expressly manifest their  
11 assent to the “Battle.net End User License Agreement” (the “EULA”). The entire  
12 text of the EULA is displayed to users at the time they are asked to assent to its  
13 terms. The EULA also is perpetually made available at [http://us.blizzard.com/en-](http://us.blizzard.com/en-us/company/legal/eula.html)  
14 [us/company/legal/eula.html](http://us.blizzard.com/en-us/company/legal/eula.html)). Blizzard also gives players the option to decline to  
15 enter into the EULA and, if desired, to obtain a refund of the purchase price if they  
16 are unwilling to consent to the EULA.

17 26. The EULA is a conditional, limited license agreement between  
18 Blizzard and its users. Under the EULA, Blizzard agrees to conditionally license  
19 to its users the right to download, copy, install, and play the Blizzard Games,  
20 subject to certain terms, restrictions, and conditions. Among other provisions, the  
21 EULA expressly conditions the users’ access to the Blizzard Games on the users’  
22 promise to not “[c]reate, use, offer, advertise, make available and/or distribute the  
23 following or assist therein:

- 24 1. **Cheats**; i.e. methods, not expressly authorized by  
25 Blizzard, influencing and/or facilitating the gameplay,  
26 including exploits of any in-game bugs, and thereby  
27 granting you and/or any other user an advantage over  
28 other players not using such methods;  
2. **Bots**; i.e. any code and/or software, not expressly  
authorized by Blizzard, that allows the automated control  
of a Game, Battle.net and/or any component or feature

1 thereof, e.g. the automated control of a character in a  
2 Game;  
3 3. **Hacks**; i.e. accessing or modifying the software of a  
4 Game or Battle.net in an manner, not expressly  
5 authorized by Blizzard; and/or  
6 4. any code and/or software, not expressly authorized by  
7 Blizzard, that can be used in connection with the  
8 Battle.net client, Battle.net, a Game and/or any  
9 component or feature thereof which changes and/or  
10 facilitates the gameplay;”

11 EULA, ¶ 1.C.ii.

12 27. The EULA also expressly conditions access to the Blizzard Games on  
13 the users’ promise to not “[c]opy or reproduce (except as provided in Section  
14 1(B)), translate, reverse engineer, derive source code from, modify, disassemble,  
15 decompile, or create derivative works based on or related to the Battle.net Client or  
16 Games.” EULA, ¶ 1.C.i.

17 28. The Blizzard Games are made available to the public exclusively  
18 through Blizzard’s proprietary Battle.net system. (This includes any physical  
19 copies of the Blizzard Games, which must be activated and played through the  
20 Battle.net system). Thus, it is not possible for a user to lawfully obtain access to  
21 any of the Blizzard Games without expressly consenting to the EULA.

### 22 **Defendants’ Unlawful Activities**

23 29. Enright is an individual engaged in the for-profit business of software  
24 coding and development. Among the software products developed and maintained  
25 by Enright are “HonorBuddy,” “DemonBuddy” and “StormBuddy” (the “Bots”).  
26 The Bots are software programs that, when installed on a user’s computer, permit  
27 the user to “automate” his or her play of the Blizzard Games. Using the Bots,  
28 players are able to manipulate the game environment for their own benefit and  
unfairly and artificially increase their standing and rank within the Blizzard  
Games. This practice is extremely damaging to the value and integrity of the  
Blizzard Games, including because it frustrates and alienates legitimate purchasers

1 and users of the Blizzard Games, thereby undermining Blizzard’s painstaking  
2 efforts to retain user interest.

3 30. Enright, using the alias “Apoc,” identifies himself online as the “Core  
4 Developer” of the Bots. Blizzard is informed and believes, and on that basis  
5 alleges, that Enright, either alone or with the assistance or support of the other  
6 Defendants, has developed and distributed (and continues to develop and  
7 distribute) extensive software code for the Bots. Among the code that Enright has  
8 developed and distributed is code that enables the Bots to function, that ensures  
9 that the Bots work with each new “patch” or iteration of the Blizzard Games, and  
10 ensures that the Bots cannot be detected or disabled by Blizzard. Enright regularly  
11 communicates with members of the public concerning his efforts to program and  
12 improve the Bots, provides technical support for the Bots, and instructs and advises  
13 others as to how to develop or author software code for the Bots (including by  
14 posting portions of his code for others to review and adapt).

15 31. Blizzard is informed and believes, and on that basis alleges, that in  
16 order to create, improve, and maintain the Bots, Enright engaged and continues to  
17 engage in a series of unlawful acts. Enright improperly or fraudulently obtained  
18 access to Blizzard’s software clients for each of the Blizzard Games by assenting  
19 to the EULA, knowing and intending to violate several of its conditions. Enright’s  
20 assent to the EULA was fraudulent and deceptive, for the sole purpose of  
21 improperly gaining access to the software clients for the express purpose of  
22 engaging in unauthorized copying, reverse engineering, disassembling,  
23 decompiling, and/or creating derivative works of the Blizzard Games. Enright then  
24 copied the Blizzard Games to his personal computer in violation of the EULA and  
25 outside the scope of the limited license set forth therein.

26 32. Blizzard is informed and believes, and on that basis alleges, that once  
27 in possession of Blizzard’s copyrighted software code for the Blizzard Games,

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1 Enright engaged in multiple acts of unauthorized reproduction, adaptation, and/or  
2 distribution of Blizzard’s copyrighted works. By way of example, and without  
3 limitation, Enright downloaded and copied to hard drives or other storage devices  
4 multiple copies of the Blizzard Game software clients. Enright disassembled  
5 and/or decompiled copies of the Blizzard Game software clients in order to gain  
6 access to and/or copy Blizzard’s copyrighted source code. Enright also copied,  
7 distributed or disseminated portions of Blizzard’s source code and/or data  
8 generated by such source code to individuals located around the world. Such  
9 unauthorized acts of reproduction, distribution, and adaptation were made solely  
10 for the purpose of developing or maintaining the Bots, which have no purpose  
11 other than to allow their users to cheat in the Blizzard Games and whose use is  
12 strictly prohibited by the EULA. Blizzard has never authorized Enright or any of  
13 the Defendants to engage in any of the foregoing acts; to the contrary, such  
14 conduct is expressly prohibited by Blizzard in its EULA.

15 33. Enright actively participates in the creation, maintenance, promotion,  
16 and distribution of the Bots, including on and through the websites located at  
17 <https://www.thebuddyforum.com>, <http://www.stormbuddy.tv>,  
18 <https://www.demonbuddy.com>, and <http://www.honorbuddy.com> (collectively, the  
19 “Buddy Websites”). For example, Enright regularly communicates with  
20 purchasers and users of the Bots via “message boards” or “forums” contained on  
21 Buddy Websites. Using these message boards, Enright offers technical support  
22 and advice to potential or actual purchasers, including advice on how to avoid  
23 being caught by Blizzard, how to download and install the Bots, and how to more  
24 effectively use the Bots to cheat in the Blizzard Games. Enright regularly solicits  
25 and receives feedback from users of the Bots, which he incorporates in order to  
26 prevent Blizzard from detecting and preventing use of the Bots.

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1 45. Blizzard's contracts with its users are valid and enforceable.

2 46. Blizzard is informed and believes, and on that basis alleges, that  
3 Defendants are aware of the contracts between Blizzard and its users, and  
4 additionally are aware of the Blizzard EULA by virtue of their own Blizzard Game  
5 accounts. Defendants specifically are aware that the EULA prohibits players from  
6 using bots. Nevertheless, Defendants intentionally encourage and induce users of  
7 the Blizzard Games to purchase and use the Bots, knowing that the use of these  
8 products by their customers is a breach of these customers' contracts with Blizzard.

9 47. By inducing licensed users to breach their contracts with Blizzard,  
10 Defendants have intentionally interfered, and continue to interfere, with the  
11 contracts between Blizzard and its users.

12 48. As a result of Defendants' actions, Blizzard has suffered damage in an  
13 amount to be proven at trial, including but not limited to loss of goodwill among  
14 users of the Blizzard Games, diversion of Blizzard resources to attempt to detect  
15 and prevent the use of Defendants' Bots, decreased profits, and loss of profits from  
16 users whose accounts Blizzard has terminated for violation of the EULA.

17 49. As a further result of Defendants' actions, Defendants have unjustly  
18 obtained specifically identifiable property, consisting of all of the proceeds  
19 attributable to the sale of the Bots, and any other products or services that violate  
20 any of Blizzard's rights, and any additional property traceable to those proceeds.  
21 Those proceeds, which are directly attributable to Defendants' manipulation and  
22 misuse of the Blizzard Games and intentional interference with Blizzard's  
23 contracts, rightfully and equitably belong to Blizzard.

24 50. Defendants' intentional interference with the contracts between  
25 Blizzard and its licensed users entitles Blizzard to injunctive relief and  
26 compensatory damages, the imposition of a constructive trust over Defendants'  
27 wrongfully obtained proceeds, and other available relief.

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1 performance of the EULA, and/or temporary, preliminary and permanent  
2 injunctions prohibiting further acts of breach.

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**PRAYER FOR RELIEF**

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

8 1. Preliminarily and permanently enjoining Defendants, their officers,  
9 employees, agents, subsidiaries, representatives, distributors, dealers, members,  
10 affiliates, and all persons acting in concert or participation with Defendants from:  
11 (i) infringing Blizzard’s copyrighted works; (ii) inducing or contributing to third  
12 party infringements of Blizzard’s copyrighted works; (iii) intentionally interfering  
13 with Blizzard’s contracts with players; and (iv) violating the EULA.

14 2. Requiring Defendants to shut down the Bots and any colorable copy  
15 thereof, hosted at any domain, address, location, or ISP within the jurisdiction of  
16 this Court.

17 3. Requiring Defendants to deliver to Blizzard all copies of materials  
18 that infringe or violate any of Blizzard’s rights described herein.

19 4. Requiring Defendants to provide Blizzard with an accounting of any  
20 and all sales of products or services that infringe or violate any of Blizzard’s rights  
21 described herein.

22 5. Awarding Blizzard monetary relief including damages sustained by  
23 Blizzard in an amount not yet determined, including actual or statutory damages  
24 for copyright infringement and willful infringement under 17 U.S.C. §§ 504, as  
25 appropriate.

26 6. Awarding Blizzard its costs and attorneys’ fees in this action pursuant  
27 to 17 U.S.C. §§ 505 and other applicable laws.

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1           7.     Awarding such other and further relief as this Court may deem just  
2 and appropriate.

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Dated: November 9, 2015

KARIN G. PAGNANELLI  
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**JURY DEMAND**

Plaintiff Blizzard Entertainment, Inc. hereby demands a trial by jury on all matters and issues so triable.

Dated: November 9, 2015

KARIN G. PAGNANELLI  
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