

1 David P. Enzminger (SBN: 137065)
denzminger@winston.com
2 Michael A. Tomasulo (SBN: 179389)
mtomasulo@winston.com
3 Diana Hughes Leiden (SBN: 267606)
dhleiden@winston.com
4 WINSTON & STRAWN LLP
333 S. Grand Avenue
5 Los Angeles, CA 90071
Telephone: 213-615-1700
6 Facsimile: 213-615-1750

7 Attorneys for Plaintiffs
KRAFTON, INC. and
8 PUBG SANTA MONICA, INC.

9
10 **UNITED STATES DISTRICT COURT**
11 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

12 KRAFTON, INC. and PUBG
SANTA MONICA, INC.,

13 Plaintiffs,

14 v.

15
16 APPLE INC., GOOGLE, LLC,
17 YOUTUBE LLC, SEA LIMITED,
18 MOCO STUDIOS PRIVATE
19 LIMITED (F/K/A GARENA
INTERNATIONAL | PRIVATE
20 LIMITED), and GARENA ONLINE
PRIVATE LIMITED,

21 Defendants.

Case No. 2:22-cv-00209

**COMPLAINT FOR COPYRIGHT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

22
23 **COMPLAINT**

24 Plaintiffs Krafton, Inc. (“Krafton”) and PUBG Santa Monica, Inc. (“PUBG SM”
25 and, collectively with Krafton, “Plaintiffs”), by and through their counsel, hereby file
26 this Complaint against Defendants Apple Inc. (“Apple”), Google LLC (“Google”),
27 YouTube LLC (“YouTube”), Sea Limited (“Sea Ltd.”), Moco Studios Private Limited
28 (f/k/a Garena International | Private Limited) (“Moco Studios”), and Garena Online

1 Private Limited (“Garena Online” and, collectively with Sea Ltd. and Moco Studios,
2 “Garena”), and allege as follows:

3 **SUMMARY OF THE ACTION**

4 1. Plaintiffs seek redress for Defendants’ rampant, willful copyright
5 infringement under the United States Copyright Act of 1976, 17 U.S.C. § 101 *et seq.*
6 (the “Copyright Act”).

7 2. Plaintiff Krafton is the developer and publisher of an award-winning and
8 highly popular copyrighted video game called PlayerUnknown’s Battlegrounds
9 (“Battlegrounds” and now also referred to as “PUBG: Battlegrounds”), which is
10 available to play on personal computers (“PCs”) and game consoles such as the Sony
11 PlayStation and the Microsoft Xbox. Krafton has also licensed the game as a mobile
12 “app.”

13 3. Plaintiff PUBG SM, a wholly owned subsidiary of Krafton, is involved in
14 the development of Battlegrounds, including in its periodic updates of added features,
15 the promotion of Battlegrounds through advertising, product development, e-sport
16 events, and other interactive engagements, and the design and distribution of
17 Battlegrounds-related products, all of which add to the value and success of
18 Battlegrounds among its millions of users worldwide.

19 4. Shortly after Krafton launched Battlegrounds in 2017, Garena started
20 selling a game in Singapore that copied Krafton’s game. Krafton’s predecessor, PUBG,
21 and Garena settled the Singapore related claims. The parties did not enter into a license
22 agreement, nor did Krafton’s predecessor, PUBG, authorize Defendants to sell or
23 distribute games infringing its copyrights in the United States.

24 5. Also in 2017, Defendants Apple and Google began selling this blatantly
25 infringing mobile version of Battlegrounds developed by Defendant Garena. This
26 infringing app was originally called Free Fire: Battlegrounds and is now called Free
27 Fire.

1 6. On or about September 28, 2021, Garena released another app that also
2 blatantly copies Battlegrounds, which is called Free Fire MAX (“Free Fire Max”). Free
3 Fire Max is an entirely distinct app, which Garena requires players to separately
4 download from the Apple App store and Google Play Store. However, Free Fire Max
5 was purportedly intended to provide the same user experience as Free Fire and,
6 accordingly, infringes numerous aspects of Battlegrounds, both individually and in their
7 combination, as alleged herein.

8 7. As set forth in detail below, Free Fire and Free Fire Max extensively copy
9 numerous aspects of Battlegrounds, both individually and in combination, including
10 Battlegrounds’ copyrighted unique game opening “air drop” feature, the game structure
11 and play, the combination and selection of weapons, armor, and unique objects,
12 locations, and the overall choice of color schemes, materials, and textures.

13 8. Since the initial release, Garena has wrongfully authorized Apple and
14 Google to distribute hundreds of millions of copies of the Free Fire app through their
15 respective online “app” stores—the Apple App Store and the Google Play store. Indeed,
16 upon information and belief, Garena has earned hundreds of millions of dollars from its
17 global sales of the infringing apps, and many of the infringing acts have occurred in the
18 United States. Upon information and belief, Apple and Google have similarly earned a
19 substantial amount of revenue from their distribution of Free Fire, as both platforms
20 retain a significant portion of what users spend within the infringing game. Upon
21 information and belief, Apple and Google have also collected highly valuable user and
22 purchase data through requirements that their customers utilize their online payment
23 systems. The level of infringement has increased since the recent launch and distribution
24 of Free Fire Max.

25 9. Further, on November 11, 2021, Krafton released its much-anticipated
26 Battlegrounds follow up, called PUBG: New State (“New State”). While New State
27 contains many new and different elements, such as maps, buildings and infrastructure,
28 vehicles, weapons, and other game elements, it also features numerous protectible

1 elements from Battlegrounds. Krafton has expended significant time, money, and other
2 resources integrating protectible elements from Battlegrounds into New State and
3 developing newly protectible elements as well.

4 10. Defendant YouTube, which is owned by Google, is also engaged in the
5 infringement of Battlegrounds. Currently, it is hosting countless posts of Free Fire and
6 Free Fire Max gameplay, many of which have been viewed hundreds of thousands of
7 times, and in some cases more than a million times. These videos feature numerous
8 elements from Free Fire and Free Fire Max that infringe Battlegrounds, as alleged
9 herein. In addition, YouTube is hosting numerous posts containing a feature-length
10 Chinese film that is nothing more than a blatantly infringing live-action dramatization
11 of Battlegrounds.

12 11. On or about December 21, 2021, Krafton demanded that Garena
13 immediately stop its exploitation of Free Fire and Free Fire Max, including by revoking
14 its apparent authorization to Apple and Google to distribute Free Fire and Free Fire Max
15 through their respective platforms. Garena has refused.

16 12. On or about December 21, 2021, Krafton also requested that Apple and
17 Google, in turn, each cease distributing and exploiting Free Fire and Free Fire Max
18 through their respective platforms. To date, they continue to exploit Free Fire and Free
19 Fire Max through their respective platforms. Indeed, as set forth below, upon
20 information and belief, Apple and Google fail to address legitimate claims of copyright
21 infringement on their networks where they are indemnified by deep-pocketed co-
22 infringers, like Garena. This selective enforcement of copyright law renders Apple and
23 Google liable for willful infringement.

24 13. On or about December 21, 2021, Krafton requested that YouTube take
25 down numerous posts that feature Free Fire and Free Fire Max gameplay that include
26 elements that blatantly infringe Battlegrounds and, separately, the infringing feature-
27 length film. To date, YouTube has failed to remove these posts.

1 14. Despite these requests and warnings, Defendants have failed to comply
2 with their obligations under the law. As set forth herein, Krafton seeks redress for
3 Defendants' blatant and willful infringement of its copyrights in Battlegrounds.

4 **PARTIES**

5 15. Plaintiff Krafton is a corporation organized and existing under the laws of
6 the Republic of Korea, having its principal place of business at 231, Teheran-ro,
7 Gangnam-gu, Seoul 06142, South Korea. Krafton, including through its studios and
8 subsidiaries, has offices in San Ramon, California; Madison, Wisconsin; and Saratoga
9 Springs, New York.

10 16. Plaintiff PUBG SM is a corporation organized and existing under the laws
11 of the State of Delaware, having its principal place of business at 1601 Cloverfield
12 Boulevard, Suite 5000N, Santa Monica, California 90404. PUBG SM is a wholly owned
13 subsidiary of Krafton.

14 17. Upon information and belief, Defendant Apple is a corporation organized
15 and existing under the laws of the State of Delaware, having its principal place of
16 business in Cupertino, California. Apple is the owner and operator of the Apple App
17 Store, and in that role has distributed (and is continuing to distribute) iOS versions of
18 the infringing Free Fire apps to the public in the United States, including California,
19 and abroad. Upon information and belief, Apple has collected revenue through its
20 exploitation of the infringing Free Fire apps and, pursuant to an agreement with Garena,
21 retains a portion of that revenue for its own benefit while remitting the remainder to
22 Garena. Apple continues to distribute Free Fire and Free Fire Max despite being notified
23 by Krafton that Free Fire and Free Fire Max infringe Krafton's copyrights in
24 Battlegrounds and that Krafton demands Apple remove the apps from its store.

25 18. Upon information and belief, Defendant Google is a limited liability
26 company organized and existing under the laws of the State of Delaware, having its
27 principal place of business in Mountain View, California. Google is the owner and
28 operator of the Google Play store, and in that role has distributed (and is continuing to

1 distribute) Android versions of the infringing Free Fire apps to the public, in the United
2 States, including in California, and abroad. Upon information and belief, Google has
3 collected revenue through its exploitation of the infringing Free Fire apps and, pursuant
4 to an agreement with Garena, retains a portion of that revenue for its own benefit while
5 remitting the remainder to Garena. Google continues to distribute Free Fire and Free
6 Fire Max despite being notified by Krafton that Free Fire and Free Fire Max infringe
7 Krafton's copyrights in Battlegrounds, that Krafton demands Google remove the apps
8 from its store.

9 19. Upon information and belief, Defendant YouTube, owned by Google, is a
10 corporation organized and existing under the laws of the State of Delaware, having its
11 principal place of business in San Bruno, California. YouTube is the owner and operator
12 of YouTube.com and mobile applications available under the name YouTube, and in
13 that role has hosted (and is continuing to host) video posts that contain content that
14 infringes Krafton's copyrights in Battlegrounds, which are made available to view to
15 the public in the United States, including in California, and abroad. Upon information
16 and belief, YouTube has collected revenue through its exploitation of video posts that
17 infringe Krafton's copyrights in Battlegrounds. YouTube continues to host videos that
18 infringe Krafton's copyrights in Battlegrounds despite notification by Krafton.

19 20. Upon information and belief, Sea Ltd. is a corporation organized and
20 existing under the laws of the Cayman Islands, having its principal place of business
21 located at 1 Fusionopolis Place, #17-10, Galaxis, Singapore 138522 and/or PO Box 309
22 Uglan House, Grand Cayman, KY11104, Cayman Islands.

23 21. Upon information and belief, Moco Studios is organized and existing
24 under the laws of Singapore, having its principal place of business located at
25 1Fusionopolis Place, #17-10, Galaxis, Singapore 138522.

26 22. Upon information and belief, Garena Online is organized and existing
27 under the laws of Singapore, having its principal place of business located at
28 1Fusionopolis Place, #17-10, Galaxis, Singapore 138522. Upon information and belief,

1 Garena Online operates Sea Ltd.’s digital entertainment business. Upon information
2 and belief, Garena Online is a wholly owned subsidiary of Sea Ltd.

3 **JURISDICTION AND VENUE**

4 23. This Court has subject matter jurisdiction over Krafton’s claims for
5 copyright infringement under the Copyright Act pursuant to 17 U.S.C. §§ 101, 501 *et*
6 *seq.* and 28 U.S.C. §§ 1331, 1338(a).

7 24. This Court has personal jurisdiction over Defendant Apple. Upon
8 information and belief, Apple maintains its headquarters in the State of California, is
9 registered to do business in the State of California and has continuously and
10 systematically availed itself of the benefits of the State of California. In addition, upon
11 information and belief, Apple maintains substantial operations in Culver City,
12 California. Further, this Court has personal jurisdiction over Apple because Apple has
13 directed its infringing activities as alleged herein at the State of California.

14 25. This Court has personal jurisdiction over Defendant Google. Upon
15 information and belief, Google maintains its headquarters in the State of California, is
16 registered to do business in the State of California and has continuously and
17 systematically availed itself of the benefits of the State of California. In addition, upon
18 information and belief, Google maintains substantial operations in Santa Monica,
19 California. Further, this Court has personal jurisdiction over Google because Google
20 has directed its infringing activities as alleged herein at the State of California.

21 26. This Court has personal jurisdiction over Defendant YouTube. Upon
22 information and belief, YouTube maintains its headquarters in the State of California,
23 is registered to do business in the State of California and has continuously and
24 systematically availed itself of the benefits of the State of California. In addition, upon
25 information and belief, YouTube maintains substantial operations in Los Angeles,
26 California. Further, this Court has personal jurisdiction over YouTube because
27 YouTube has directed its infringing activities as alleged herein at the State of California.

1 27. This Court has personal jurisdiction over Defendant Sea Ltd. On
2 information and belief, Sea Ltd. or its respective agents are doing or have been doing
3 business in the State of California and the United States, including distributing Free Fire
4 and Free Fire Max or causing Free Fire and Free Fire Max to be distributed in the United
5 States on platforms such as the Apple App Store and Google Play, which are operated,
6 at least in part, out of the State of California; selling or helping to sell “virtual” items or
7 currency to customers located in the United States, including in the State of California;
8 collecting money from United States users, including in the State of California;
9 marketing Free Fire and Free Fire Max to customers located in the United States,
10 including in the State of California; and advertizing Free Fire and Free Fire Max directly
11 to United States users, including in the State of California. Further, Sea Ltd. has directed
12 its infringing activities as alleged herein at the State of California. In addition,
13 Defendant Sea Ltd. is registered with the United States Securities and Exchange
14 Commission (“SEC”) and its shares trade on the New York Stock Exchange under the
15 ticker symbol “SE.” As a result, since at least 2018, Sea Ltd. has made regular filings
16 with the SEC. To the extent Defendant Sea Ltd. is found not to be subject to jurisdiction
17 in any state’s courts of general jurisdiction, this Court has personal jurisdiction over
18 Defendant Sea Ltd. pursuant to Fed. R. Civ. P. 4(k)(2) because of its extensive contacts
19 with the United States, including the acts giving rise to this action.

20 28. This Court has personal jurisdiction over Defendant Moco Studios. On
21 information and belief, Moco Studios or its respective agents are doing or have been
22 doing business in the State of California and the United States, including distributing
23 Free Fire and Free Fire Max or causing Free Fire and Free Fire Max to be distributed in
24 the United States, including in the State of California, on platforms such as the Apple
25 App Store and Google Play, which are operated, at least in part, out of the State of
26 California; selling or helping to sell “virtual” items or currency to customers located in
27 the United States, including in the State of California; collecting money from users in
28 the United States, including in the State of California; marketing Free Fire and Free Fire

1 Max to customers located in the United States, including in the State of California; and
2 advertng Free Fire and Free Fire Max directly to United States users, including in the
3 State of California. Further, Moco Studios has directed its infringing activities as
4 alleged herein at the State of California. To the extent Defendant Moco Studios is found
5 not to be subject to jurisdiction in any state’s courts of general jurisdiction, this Court
6 has personal jurisdiction over Defendant Moco Sutudios pursuant to Fed. R. Civ. P.
7 4(k)(2) because of its extensive contacts with the United States, including the acts
8 giving rise to this action.

9 29. This Court has personal jurisdiction over Defendant Garena Online. On
10 information and belief, Garena Online or its respective agents are doing or have been
11 doing business in the State of California and the United States, including distributing
12 Free Fire and Free Fire Max or causing Free Fire and Free Fire Max to be distributed in
13 the United States, including in the State of California, on platforms such as the Apple
14 App Store and Google Play, which are operated, at least in part, out of the State of
15 California; selling or helping to sell “virtual” items or currency to customers located in
16 the United States, including in the State of California; collecting money from users in
17 the United States, including in the State of California; marketing Free Fire and Free Fire
18 Max to customers located in the United States, including in the State of California; and
19 advertng Free Fire and Free Fire Max directly to United States users, including in the
20 State of California. Further, Garena Online has directed its infringing activities as
21 alleged herein at the State of California. To the extent Defendant Garena Online is found
22 not to be subject to jurisdiction in any state’s courts of general jurisdiction, this Court
23 has personal jurisdiction over Defendant Garena Online pursuant to Fed. R. Civ. P.
24 4(k)(2) because of its extensive contacts with the United States, including the acts
25 giving rise to this action.

26 30. Venue in this Court is proper under 28 U.S.C. § 1400(a) and 28 U.S.C.
27 §§ 1391(b)(1), (c)(2), and (d). Each Defendant is a resident of and/or may be found in
28 the Central District of California, as each Defendant is subject to personal jurisdiction

1 in the Central District of California with respect to this action. Further, in the alternative,
2 if the Court finds that any Defendant is not a resident of the United States, venue is
3 proper under 28 U.S.C. § 1391(c)(3).

4 **FACTUAL ALLEGATIONS**

5 **The Battlegrounds Game**

6 31. In or about March 2016, Bluehole Ginno Games, Inc. (“Bluehole Ginno”)
7 created Battlegrounds. Bluehole Ginno later changed its name to PUBG Corporation
8 (“PUBG”), which merged with Krafton, Inc., its then-parent company. Accordingly,
9 Krafton, Inc. is the successor-in-interest to Bluehole Ginno’s and PUBG’s rights with
10 respect to Battlegrounds. For ease of reference, the use of “Krafton” herein shall include
11 any and all of Bluehole Ginno, PUBG, and/or Krafton, Inc.

12 32. On or about March 23, 2017, Krafton had made an early-access beta
13 version of Battlegrounds publicly available through Steam, an online computer game
14 distribution site.

15 33. At the same time, Krafton began developing versions of Battlegrounds for
16 platforms other than PCs running the Windows operating system. For example, a
17 licensed version of Battlegrounds for the Microsoft Xbox gaming system was released
18 on or about December 12, 2017.

19 34. By March 2018, Krafton authorized the release of a mobile version of
20 Battlegrounds for the iOS and Android platforms called PUBG Mobile. In July 2019,
21 Krafton authorized the release of an alternate version of PUBG Mobile for lower-end
22 mobile devices, called PUBG Mobile Lite.

23 35. Currently, versions of Battlegrounds are available on the online video
24 game platforms Steam and Stadia, through Sony’s PlayStation and Microsoft’s Xbox
25 One, and as an app through the Apple App Store and the Google Play store.

26 36. Upon its launch, Battlegrounds became an instant hit. When the early-
27 access public beta version of Battlegrounds was released in March 2017, it sold a
28 million copies in less than a month and reached the million-copies mark faster than any

1 other game ever sold on the Steam distribution platform. By July 2021, more than 75
2 million copies of Battlegrounds had been sold.

3 37. Over the past five-plus years, Krafton and PUBG SM have expended
4 significant time, money, and other resources to develop and promote Battlegrounds.
5 Krafton and PUBG SM have also expended significant time, money, and other
6 resources to support the extensive Battlegrounds player community, including by
7 hosting or supporting player forums and e-sports events that attract millions of
8 participants. These efforts have contributed to Battlegrounds' continued success.

9 **COPYRIGHTABLE AUDIOVISUAL SUBJECT MATTER IN**
10 **BATTLEGROUNDS**

11 38. Battlegrounds is an original work of creative expression that provides
12 interactive audiovisual entertainment to players. Battlegrounds contains numerous
13 unique, creative audio and visual elements, including numerous individual works of
14 creative expression that each individually constitute copyrightable subject matter.
15 Further, the selection and arrangement of individual audio and visual elements in
16 Battlegrounds constitutes copyrightable subject matter. In addition, the total look and
17 feel of Battlegrounds constitute copyrightable subject matter. Battlegrounds is an
18 original work of authorship, and its audio-visual aspects constitute copyrightable
19 subject matter under United States copyright laws.

20 39. Krafton owns, and at all relevant times, including through its predecessors
21 Bluehole Ginno and PUBG, has owned, the copyrights in Battlegrounds. Krafton has
22 complied with all statutory requirements in securing a federal copyright registration for
23 these works.

24 40. On April 4, 2018, Krafton obtained registrations for its copyrights in
25 Battlegrounds from the U.S. Copyright Office: Registration Nos. PA0002097453 and
26 TX0008524041 for Battlegrounds (Version 2.6) and Registration Nos. PA0002097065
27 and TX0008524047 for Battlegrounds (Version 2.1).
28

1 41. As alleged herein, these U.S. copyright registrations cover copyrightable
2 audiovisual aspects of Battlegrounds that Defendants have infringed and continue to
3 infringe.

4 42. In particular, the copyrightable audiovisual aspects of Battlegrounds
5 include both individual and collective creative and artistic expressions within the game,
6 including but not limited to, the following audio/visual/audiovisual/gameplay
7 arrangement and look and feel:

8 43. **Pre-Game Lobby and Waiting Area.** Each game of Battlegrounds begins
9 with the players entering from a “lobby” to a designated waiting area. Battlegrounds
10 provides this waiting area to allow the players to interact with each other, try out
11 different weapons and gear, and roam around the scene. Weapons such as hand-held
12 melee weapons (e.g., machete, crowbar, and the iconic frying pan), grenades, handguns,
13 shot guns, and various types of rifles and machine guns are available for players to
14 explore and experience without inflicting damage.



24 The players remain in this interactive pre-game waiting area until enough players have
25 connected to the game for competitive gameplay to begin.




1
2
3
4
5
6
7
8
9
10 The pre-game waiting area creatively provides the players with an interactive
11 audiovisual experience, allowing them to engage with each other and explore the
12 environment and weapons of the game before competitive gameplay begins. This lower-
13 pressure, slower-paced illustration of objects, scenes, and actions is an artistic
14 presentation that allows players to experience and appreciate these aspects of the
15 animated fantasy world differently than they do during tense competitive gameplay.
16 The creative expression of a pre-game lobby and interactive waiting area in
17 Battlegrounds is a copyrightable audiovisual work individually and/or in combination
18 with other elements of Battlegrounds, including in Krafton's overall selection and use
19 of this and other elements in Battlegrounds. Additionally, this creative expression of the
20 pre-game lobby and interactive waiting area has taken on secondary meaning as an
21 emblem of Battlegrounds and of Krafton. For example, it has been the subject of a live-
22 action Battlegrounds parody skit.¹

23 44. **Air Jump.** When a sufficient number of players have joined the pre-game
24 waiting area, the players are transported to the gameplay map. In other shooter games,
25 players “spawn” or just appear on the gameplay map in either a pre-designated or
26 _____

27 ¹ See [https://www.youtube.com/watch?v=cPGLLZu5lz4&list=](https://www.youtube.com/watch?v=cPGLLZu5lz4&list=PLSMETuURtTXCngmWf_wUWfnzTjn0_4XF-B&index=10)
28 [PLSMETuURtTXCngmWf_wUWfnzTjn0_4XF-B&index=10](https://www.youtube.com/watch?v=cPGLLZu5lz4&list=PLSMETuURtTXCngmWf_wUWfnzTjn0_4XF-B&index=10).

1 random location. Rather than the typical spawning mechanism, Battlegrounds has
2 created an interactive approach that allows the player to choose where to begin play on
3 the gameplay map.



23 45. In particular, the players are flown to the gameplay map in a military
24 transport aircraft. As the aircraft flies over the gameplay map, each player can watch
25 the aircraft and the gameplay map terrain underneath. The route of the aircraft is
26 randomized for each game. The route of the aircraft can be seen on a mini-map
27 embedded within a corner of the gameplay screen as well as a map screen showing the
28 entire island in which the plane is indicated by a  and/or an airplane symbol.

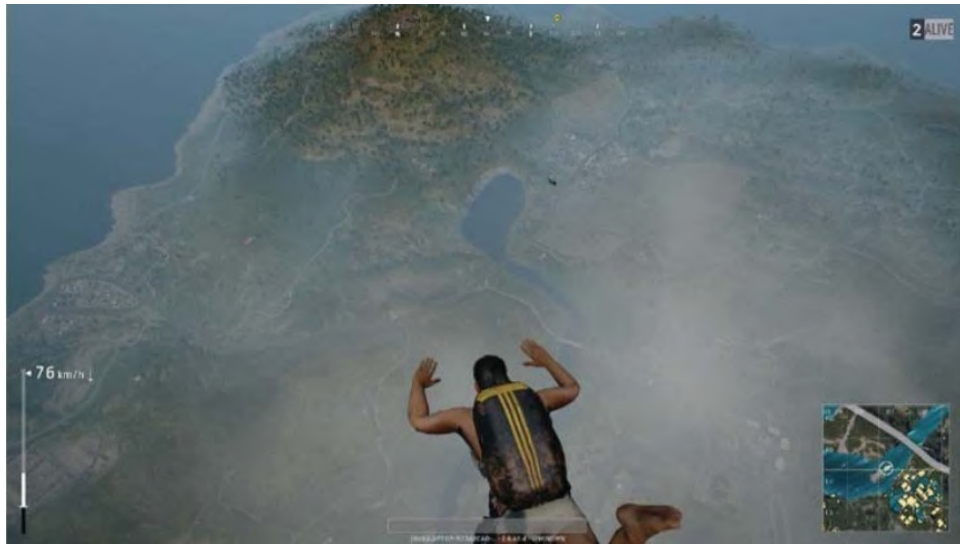
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



46. Each player can choose to jump out of the aircraft anywhere along the route of the aircraft. The time at which a player chooses to jump affects the player’s experience in dropping down to ground level, which, in turn, affects the location where the player will land.

47. During the jump, the player can choose to free-fall and guide him/herself towards different areas of the play map. During free fall, the player has a bird’s-eye panoramic view of the play map and can view other players as they also descend to the ground. Further, players are able to control their descent through the way in which the player positions the game character’s body, as if skydiving. For example, if the player points the game character’s body forward, in an aerodynamic position, the speed of the game character’s descent rapidly increases. Conversely, if the player pulls back from that position, the speed of the game character’s descent markedly decreases.

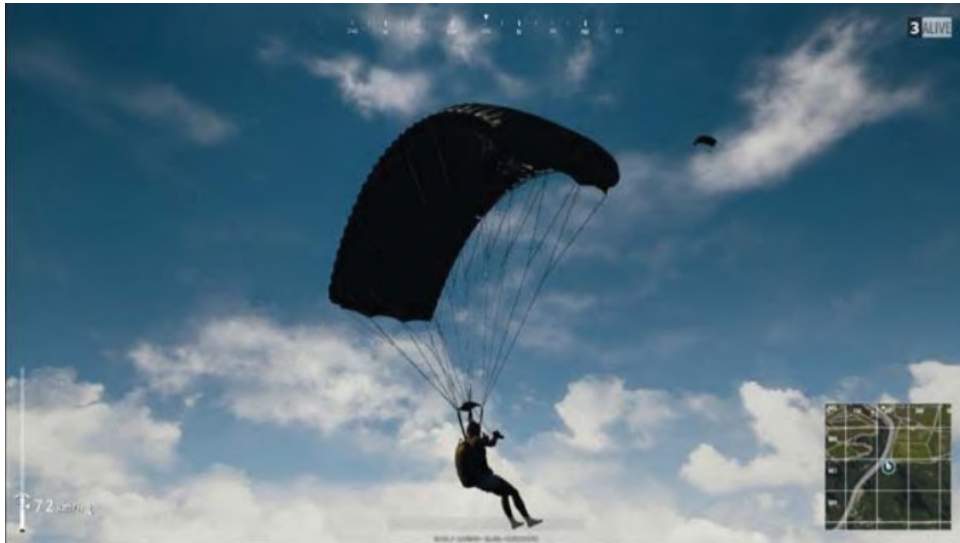
1
2
3
4
5
6
7
8
9



10
11
12
13
14

At any time before reaching a critical low altitude, the player can open his/her parachute and glide down to a landing. As with the free fall, once a player's parachute has been deployed, players are able to control their descent through the way in which a player positions the game character's body, again as if actually skydiving. Once a player descends past a critically low altitude, the parachute is auto-deployed.

15
16
17
18
19
20
21
22
23



24
25
26
27
28

48. The air jump experience in Battlegrounds is a creative artistic experience employed by Krafton. This aspect of the game artistically presents the fantasy world of Battlegrounds through unusual and varied angles of perspective and movement. It provides the player with a dynamic and interactive game-starting and location-selecting experience, in contrast to conventional shooter games in which game characters spawn

1 in pre-determined or random locations. Additionally, the player experiences an
 2 audiovisual representation of free-falling to the ground while surveying the gameplay
 3 terrain and other players in free fall and while parachuting to the ground—an
 4 unprecedented experience in shooter games. This creative and interactive expression of
 5 the introduction to a gameplay map expresses a narrative fantasy through creative
 6 images and sounds. The air jump is a copyrightable audiovisual work, individually
 7 and/or in combination with other elements of Battlegrounds, including in Krafton’s
 8 overall selection and use of this and other elements in Battlegrounds. Additionally, this
 9 creative expression of the air jump has taken on secondary meaning as an emblem of
 10 Battlegrounds and of Krafton. For example, it has been featured in live-action
 11 Battlegrounds parody skits.²

12 49. **Play Map.** Krafton created a unique gameplay map, as shown below,
 13 which is much larger than the navigable area available in previous shooter games.
 14 Below is one of Battlegrounds’ gameplay maps titled “Erangel.”



24 50. As shown, above, the Erangel gameplay map consists of two islands—a
 25 large island and a smaller, secondary island—connected by two main bridges. The
 26 islands feature many different types of gameplay areas and terrains, such as towns, a
 27 _____

28 ² See, e.g., <https://www.youtube.com/watch?v=4hqqFqcr1K8>.

1 port, a power plant, a shooting range, a cemetery, farms and open fields, a beach village,
2 bridges, an interior river or canal, various buildings, roads, and thousands of other
3 unique features. Krafton created Erangel, including the types and locations of gameplay
4 areas, and the designs of the terrain and buildings, to give players a unique visual
5 gameplay experience, as well as a diversity of areas for gameplay. To aid in the
6 collaborative nature of the gameplay, Krafton has overlaid a lettered grid on the play
7 map, which enables players to easily reference specific cells to plan missions (e.g., “let’s
8 meet in cell CJ” or “land at power plant”). The play map, a unique and creative
9 expression of a gameplay map, is a copyrightable visual and/or audiovisual work,
10 individually and/or in combination with other elements of Battlegrounds, including in
11 Krafton’s overall selection and use of this and other elements in Battlegrounds.

12 51. **Health Repair.** A player can repair a game character’s health by utilizing
13 a medical kit to apply bandages to a wound. As in real life, and unlike in other prior
14 games, the application of bandages is not an immediate click of the button. Rather, it
15 takes several moments to apply bandages and for their effects to be felt (i.e., removing
16 from packaging, wrapping, etc.). These and other creative expressions of the unique
17 attributes are copyrightable audiovisual works, individually and/or in combination with
18 other elements of Battlegrounds, including in Krafton’s overall selection and use of this
19 and other elements in Battlegrounds.

20 52. **Equipment Acquisition.** In Battlegrounds, each game character lands
21 with nothing except clothing and a belt. After landing, the player must seek out
22 weapons, modifications to weapons, ammunition, armor, equipment, clothing, and
23 consumables, such as medical kits. The player can also find and use vehicles located
24 throughout the map. Starting with nothing is a key creative and artistic component of
25 Battlegrounds. The requirement of scavenging results in the players being forced to
26 compete for resources and necessitates interaction.



53. Battlegrounds' unique expression of equipment acquisition is a copyrightable audiovisual work, individually and/or in combination with other elements of Battlegrounds, including in Krafton's overall selection and use of this and other elements in Battlegrounds. Additionally, this creative expression of equipment acquisition has taken on secondary meaning as an emblem of Battlegrounds and of Krafton. For example, it has been featured in live-action Battlegrounds parody skits.³

54. **Weapons, Modifications, and Ammunition.** Battlegrounds includes realistic weapons to simulate real-life combat. Krafton created a realistic combat environment, including realistic weapon actions (e.g., recoil) and sounds. These unique expressions of specific weapon audio elements as used in Battlegrounds are protectable works as a combination of the audio synced to the visual operation of the weapons, including in Krafton's overall selection and use of this and other elements in Battlegrounds. The types of weapons include melee weapons (e.g., crowbar, machete,

³ See, e.g.,

https://www.youtube.com/watch?v=kM8Cws9tiTQ&list=PLSMETuURtTXCngmWf_wUWfnzTjn04XF-B&index=5; <https://www.youtube.com/watch?v=4hqqFqcr1K8>.

1 sickle, and a frying pan), bows, handguns, rifles, shot guns, assault rifles, sniper rifles,
2 and machine guns.



3
4
5
6
7
8
9
10 The visual appearances of the weapons are realistic, but each weapon has been stylized
11 to make it distinct from actual real-life weapons. For example, the grain pattern on
12 wooden pieces, configurations of the rifles and machine guns, and the wear on melee
13 weapons all provide unique details and styling to each weapon, as seen in the examples
14 below:





18 Different types of ammunition for the various firearms can also be found. And to add
19 further realism, items that modify the operation of the firearms can be found too,
20 including different types of optical scopes, stocks, and magazines of varying capacities.
21 The variety of modifications provides thousands of combinations of available weapons,
22 leading to diverse gameplay. Additionally, specific characteristics are assigned to each
23 weapon, such as the amount of damage per hit it inflicts, recoil, reload time, number of
24 rounds per magazine, range, and blast radius (e.g., shotgun and grenades).

25 55. Further, the amount of damage inflicted by a particular weapon depends
26 upon where on their body the opposing game character is hit. The amount of armor
27 worn by the opposing game character also affects the degree of damage received by the
28

1 opposing game character.

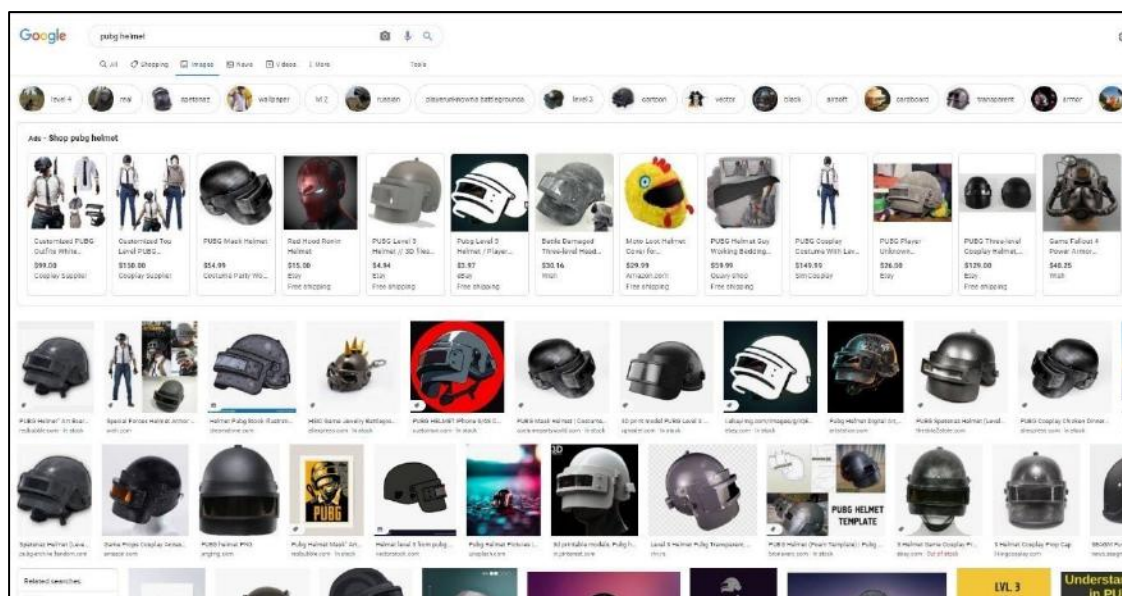
2 56. These combined expressions of specific characteristics of weapons,
3 weapon modifications, and ammunition provide players with realism during gameplay
4 as well as a balanced game experience. The combination of these characteristics and
5 their expression in Battleground gameplay, including in combination with other
6 elements of Battlegrounds and Krafton's overall selection and use of these and other
7 elements in Battlegrounds, are protectable copyrightable audio, visual, and/or
8 audiovisual works.

9 57. **Armor.** In addition to weapons, the player can find and use various types
10 of armor. In particular, the types of armor in Battlegrounds include helmets and vests.
11 Helmets provide armor protection to the game character's head, while the vests provide
12 armor protection to the game character's body. There are three levels of armor
13 protection for both helmets and vests. Vests also increase carrying capacity, as
14 explained further below with regard to belts and backpacks. There are specific metrics
15 for the amount of armor protection and corresponding reduction in damage received
16 from a hit. Additionally, each piece of armor can only absorb a specific amount of
17 damage (i.e., hit points) before the armor is rendered ineffective. Shown below are
18 images of the various armor and helmets.



27 The helmet with the visor, in particular, has achieved secondary meaning, becoming
28 intricately identified with Battlegrounds, which is based on a Russian special forces or

1 “spetsnaz”-style helmet. For example, an internet search for “PUBG helmet” or
 2 “Battlegrounds helmet” results in hits that for the most part include the image of the
 3 helmet with the visor. Krafton’s selection of these helmet styles and unique use and
 4 rendering of them are copyrightable, individually and/or in combination with each other
 5 or with other elements of Battlegrounds, including in Krafton’s overall selection and
 6 use of this and other elements in Battlegrounds.



7
 8
 9
 10
 11
 12
 13
 14
 15
 16
 17 Further, Krafton created unique realistic-appearing expressions of armor such as
 18 helmets and vests, while adding flair and artistry to these expressions to make them
 19 copyrightable visual and/or audiovisual works, individually and/or in combination with
 20 each other or with other elements of Battlegrounds, including in Krafton’s overall
 21 selection and use of this and other elements in Battlegrounds.

22 **58. Clothing.** The player also can pick up clothing, such as jackets, pants, hats,
 23 goggles, glasses, gloves, masks, shoes, and shirts. These pieces of clothing do not affect
 24 gameplay but are an artistic expression that provides the player with a visually diverse
 25 gameplay experience as well as allowing each player to express him/herself. The use of
 26 mixed streetwear and military equipment reinforces the imaginative experience for
 27 players by furthering the game’s premise in which everyday citizens from different
 28

1 backgrounds are forced into an environment in which only one player will be left alive.



13 59. The clothing is expressive for the additional reason that, unlike other
14 shooter games, Battlegrounds does not display designators above opposing game
15 characters. Players must visually detect one another without any aid other than
16 equipment found in gameplay, such as an optical scope. Thus, the colors and stylings
17 of the clothing found in Battlegrounds add to the rich tapestry of the gameplay
18 experience while permitting artistic expression. The appearances and styles of clothing
19 found in Battlegrounds are protectable visual and/or audiovisual works, individually
20 and/or in combination with each other or with other elements of Battlegrounds,
21 including in Krafton's overall selection and use of this and other elements in
22 Battlegrounds.

23 60. **Equipment.** The player can also find equipment, such as belts and
24 backpacks. Belts and backpacks not only have unique visual appearances, but they are
25 also functional. Each player starts with a belt, which permits the player to hold a certain
26 number of items (up to a capacity). Additionally, the belt allows the player to attach two
27 weapons to the game character's waist, such as a melee weapon or grenade. The
28 backpack provides additional carrying capacity. The belts and the different types of

1 backpacks can carry different amounts of equipment and supplies, as developed by
2 Krafton. As noted, Krafton also created uniquely creative appearances for each belt and
3 backpack, making them copyrightable visual and/or audiovisual works, individually
4 and/or in combination with each other or with other Battlegrounds elements, including
5 in Krafton's overall selection and use of this and other elements in Battlegrounds.



6
7
8
9
10
11
12
13
14
15 61. **Configuration.** The player has the freedom to determine how to equip his
16 or her game character during gameplay. Krafton designed slots for easily accessible
17 weapons. In particular, two slots are designated for rifles or shotguns, each carried
18 around one of the game character's shoulders. A third slot is designated for a handgun.
19 Fourth and fifth slots are designated for melee weapons or grenades, to be carried along
20 the game character's waist.



1
2
3
4
5
6
7
8
9
10
11 62. Additionally, clothing, equipment, and armor are equipped as appropriate
12 on the game character's body. The particular setup of the configurable slots is a unique
13 expression created by Krafton, and the slots are copyrightable visual and/or audiovisual
14 works, individually and/or in combination with each other or with other Battlegrounds
15 elements, including in Krafton's overall selection and use of this and other elements in
16 Battlegrounds.

17 63. **The "Frying Pan."** One very beloved aspect of creative expression in
18 Battlegrounds is the game's iconic frying pan. Previous shooter games did not include
19 the use of a frying pan. In Battlegrounds, a player who obtains a frying pan may use it
20 as a handheld melee weapon. Additionally, and unlike other shooter games, a player
21 may elect to use the frying pan as armor by equipping it on his or her game character's
22 waist. When so equipped, as a purely artistic and creative expression injecting humor
23 into the game, the frying pan is depicted as covering the game character's buttocks and
24 becomes the only indestructible and complete armor in the game. This means that the
25 frying pan can absorb infinite hit points without deteriorating and can also provide
26 complete protection against projectiles aimed at a game character's buttocks. Thus, the
27 imaginative treatment of a frying pan as a melee weapon is made even more remarkable
28

1 by its further treatment as indestructible armor against shots to the buttocks of a game
2 character (or other parts of the game character as positioned by the player in hand). The
3 frying pan element thus creatively adds humor and whimsy to the audiovisual
4 presentation of the game. Moreover, the indestructibility of the frying pan was
5 originally due to a software coding error. However, it became such an enormously
6 popular unique aspect of the game that Krafton elected maintain it. Krafton's use of a
7 frying pan as both weapon and indestructible armor is a copyrightable visual and/or
8 audiovisual work, individually and/or in combination with other elements of
9 Battlegrounds, including in Krafton's overall selection and use of this and other
10 elements in Battlegrounds.

11 **Game Character Holding Frying Pan as Melee Weapon**



Ricochet Off Frying Pan Worn as Armor



Furthermore, the frying pan has taken on secondary meaning as an emblem of the Battlegrounds game and of Krafton. For example, it has been the subject of a live-action Battlegrounds parody skit⁴ and has been featured in other Battlegrounds parodies and memes, as shown below.⁵

⁴ See

https://www.youtube.com/watch?v=jfQGY8xaxO0&list=PLSMETuURtTXCngmWf_wUWfnzTjn0_4XF-B&index=12.

⁵ See, e.g., [https://www.youtube.com/watch?v=bywZTWzkuQM](https://www.youtube.com/watch?v=bywZTWzkuQM;);

<https://9gag.com/gag/aVM1Aby/best-pubg-armor>.



1
2
3
4
5
6
7
8
9
10
11
12 64. **Weapon, Equipment, and Vehicle Spawning.** While many of the
13 weapons, consumables, and vehicles are located randomly throughout the gameplay
14 map, they may also spawn at certain set locations. Fixed spawn locations allow
15 experienced players to focus on certain areas of the gameplay map to obtain items and
16 vehicles. Fixed spawn locations of highly desired items further promote players to
17 interact in Battlegrounds. The mix of randomness and fixed spawn locations provides
18 unlimited possibilities for gameplay strategy. These expressions of weapons,
19 equipment, and vehicle spawning are copyrightable visual and/or audiovisual works,
20 individually and/or in combination with other elements of Battlegrounds, including in
21 Krafton’s overall selection and use of this and other elements in Battlegrounds.
22
23
24
25
26
27
28

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

Equipment Spawning in a House

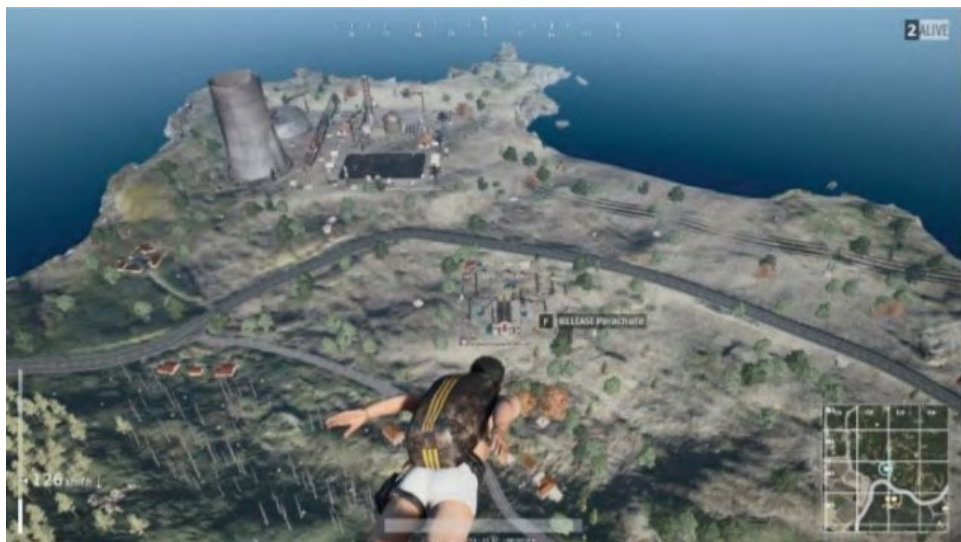


Vehicle Spawning in a Building



65. **Game Areas and Buildings.** The Battlegrounds gameplay map includes a number of areas, such as towns, a port, a power plant, a shooting range, a cemetery, farms and open fields, a beach village, a bridge, an interior river, roadways, and thousands of other unique features. The artistic renderings and locations of these areas provide an entertaining backdrop to gameplay in Battlegrounds.

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



1 66. Krafton has also created artistic renderings of various types of buildings
2 throughout the immersive gameplay map. Buildings include warehouses, condominium
3 buildings, outhouses, garages, village dwellings, and numerous other types of buildings.
4 Again, the variety and types of buildings create a realistic environment, as well as
5 providing strategic locations for gameplay.





1
2
3
4
5
6
7
8
9
10 Thus, these expressions of landscapes and buildings within Battlefields are
11 copyrightable visual and/or audiovisual works, individually and/or in combination with
12 each other or with other elements of Battlefields, including in Krafton's overall
13 selection and use of this and other elements in Battlefields.

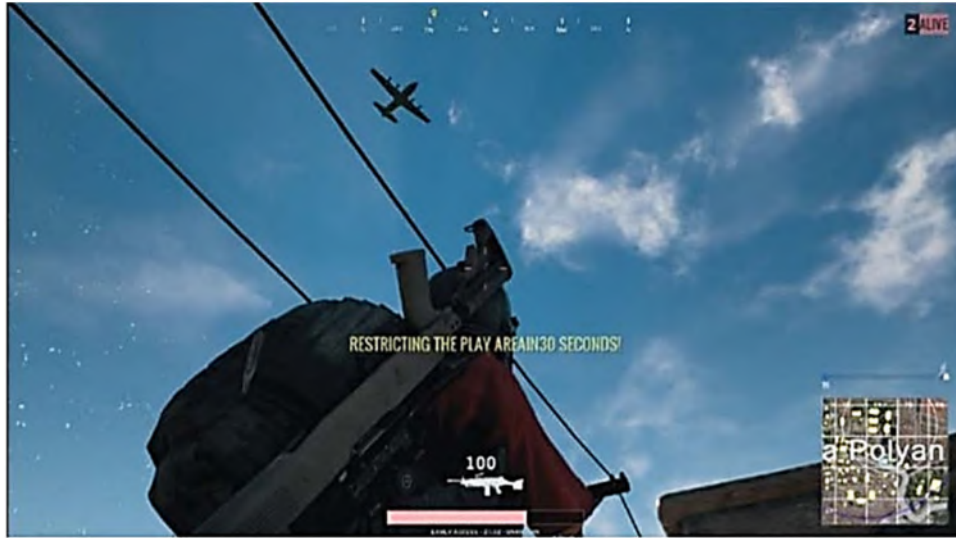
14 67. **Movement.** Game characters can move around in many different ways.
15 They can stand, walk, run, jump, take a prone position, crawl in a prone position, or
16 take a kneeling position. The various positions provide benefits and disadvantages. For
17 example, a game character can shoot a rifle most accurately in a prone position, but that
18 position leaves the game character vulnerable if detected. Shooting from a standing
19 position is less accurate, but the game character can readily walk or run to cover after
20 taking a shot. However, walking and running creates more noise than crawling. These
21 expressions of game character movements and the accompanying sounds in
22 Battlefields are copyrightable audio, visual, and/or audiovisual works, individually
23 and/or in combination with each other or with other elements of Battlefields,
24 including in Krafton's overall selection and use of this and other elements in
25 Battlefields.

26 68. **Sounds and Noise.** The audiovisual experience of Battlefields includes
27 numerous expressive sounds that contribute to the audiovisual depiction of the
28

1 imaginary spaces, objects, and actions. Unlike most other computer games, there is no
2 music during gameplay. The player must listen to his/her environment to obtain a
3 competitive edge. For example, the player can hear an opposing game characters'
4 footsteps, a supply drop aircraft flying overhead, and the distinctive gunshots of the
5 various firearms. Krafton created each unique sound to augment the realism of the
6 audiovisual presentation; they allow the player to react to the sounds and, with a trained
7 ear, distinguish the type of firearm being used. As another example, each vehicle sounds
8 different. A player can discern the approach of a vehicle, and potentially determine the
9 vehicle type, from sounds. These distinctive audiovisual expressions add richness to the
10 gameplay created by Krafton. In fact, many commentators have identified the
11 relationship between success in the game and the ability to identify and discern these
12 game character, weapon, and vehicle sounds.⁶ The game also includes other distinctive
13 sounds, such as parachuting through the wind, male and female game characters being
14 attacked, tires destroying objects, and item acquisition. These unique sounds are
15 copyrightable in combination with each other or with other elements of Battlegrounds,
16 including in Krafton's overall selection and use of this and other elements in
17 Battlegrounds.

18 69. **Air Drops.** Another artistic aspect of Battlegrounds are air drops of supply
19 boxes from a flying aircraft. As the aircraft approaches, the players can hear the sound
20 of the aircraft, alerting them to a potential air drop.

21
22
23
24
25
26
27 ⁶ See, e.g., [https://www.turtlebeach.com/blog/how-audio-helps-you-get-your-chicken-](https://www.turtlebeach.com/blog/how-audio-helps-you-get-your-chicken-dinner-in-pubg/)
28 [dinner-in-pubg/](https://www.turtlebeach.com/blog/how-audio-helps-you-get-your-chicken-dinner-in-pubg/).



10 The supply boxes are designed as large boxes, or crates, as opposed to simply a cluster
11 of items that players can collect. In addition, the supply boxes are covered by a distinct
12 tarp held down by straps and are dropped by parachute from a specific supply-drop
13 aircraft.



22 When the supply box lands, a visual indicator of red smoke wafts up from the landing
23 site, drawing the attention of players to the location of the supply box and creating a
24 dramatic visual impression.



18 The supply box provides the first player to reach it with either weapons, modifications
19 to weapons (e.g., a scope), ammunition, clothing (e.g., camouflaged clothing), or
20 medical supplies. Players can either speed towards the supply box to obtain the supplies
21 or lurk around the supply box to snipe other players who approach it. These expressions
22 of air drops in Battlegrounds are copyrightable, individually and/or in combination with
23 each other or with other elements of Battlegrounds, including in Krafton's overall
24 selection and use of this and other elements in Battlegrounds. The supply boxes also
25 have also taken on secondary meaning as an emblem of Battlegrounds and of Krafton.

1 Fans have created skits evoking the identifiable visual indicator and tarp covered supply
2 boxes.⁷

3 70. **Bombardment Zone (Red Zones).** Krafton inserted into its game an
4 artistic periodic event where a circular zone, marked in red on the game map, is targeted
5 for bombardment. Prior to bombardment, the players are warned of the impending
6 barrage. This creative event conveys fear, danger, and urgency, which causes players to
7 either seek shelter or evade the bombardment, potentially running into other players.
8 However, merely obtaining shelter may not completely protect the player if he/she is
9 too near an opening (e.g., door or window). The bombardment is an artistic catalyst to
10 create further interaction between the players. This expression of a bombardment zone
11 is a copyrightable visual and/or audiovisual work, individually and/or in combination
12 with other elements of Battlegrounds, including in Krafton's overall selection and use
13 of this and other elements in Battlegrounds.



23
24
25
26
27 ⁷ See <https://www.youtube.com/watch?v=0dG6HliC9OI>;
28 <https://www.youtube.com/watch?v=YDp87dUytd8>.



1
2
3
4
5
6
7
8
9
10 The bombardment zone has also taken on secondary meaning as an emblem of
11 Battlegrounds and of Krafton. For example, it has been featured as a punchline in
12 multiple live-action Battlegrounds parody skits.⁸

13 71. **Shrinking Gameplay Area.** The conclusion of each game is creatively
14 precipitated by the shrinking of the gameplay area within the map. A timer is provided
15 to the players, notifying them when the viable play area will shrink to a circle within
16 the gameplay map. The first large circle is displayed in white on the game map,
17 indicating where the players will be confined after the timer expires. A large blue circle
18 covering the entire map appears and slowly shrinks down to the first white circle.
19 Players' game characters caught outside of the closing blue circle will begin losing
20 health until they either reach the interior of the first white circle or their health falls to
21 zero. A new timer begins and a smaller circle within the first circle appears on the map.
22 After the expiration of the second timer, the first circle is displayed in blue, which
23 begins shrinking down to the smaller white. The process repeats four times, until the
24 gameplay is restricted to a final circle of area representing a relatively small area within
25 the gameplay map.
26
27

28 ⁸ See, e.g., <https://www.youtube.com/watch?v=pqSN7lsPs2k>.

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



The rate of loss of health outside the circles also increases until, in the end, game characters caught outside the final circle instantly lose all health points. This creative aspect of Battlegrounds forces the players to converge on a single location and to confront other players to resolve who will be the last player standing. Players witness the edges of the shrinking play zone through a blue forcefield-like wave, which appears electrified or otherwise kinetic as it moves across the play area.



1
2
3
4
5
6
7
8
9
10 The timing, size, progression, and appearance of the shrinking gameplay area results in
11 a unique experience in each game, paces gameplay to reduce lulls in the action, and
12 provides ever-increasing tension in the game. Krafton's expression of the shrinking
13 gameplay area is a copyrightable visual and/or audiovisual work, individually and/or in
14 combination with other elements of Battlegrounds, including in Krafton's overall
15 selection and use of this and other elements in Battlegrounds. The shrinking gameplay
16 area has also taken on secondary meaning as an emblem of Battlegrounds and of
17 Krafton. For example, it has been the subject of various live-action Battlegrounds
18 parody skits.⁹

19
20 _____
21 ⁹ See

22 https://www.youtube.com/watch?v=RPFZgk_O8Ok&list=PLSMETuURtTXCngmWf_wUWfnzTjn04XF-B&index=3;

23 https://www.youtube.com/watch?v=V_vUrY1MczI&index=9&list=PLSMETuURtTCngmWf_wUWfnzTjn04XF-B&index=9;

24 <https://www.youtube.com/watch?v=pqSN7lsPs2k>;

25 <https://www.youtube.com/watch?v=YDp87dUytd8>;

26 <https://www.youtube.com/watch?v=4hqqFqcr1K8>; *see also*

72. **Play Modes.** Battlegrounds features three play modes: (1) “solo” (in which each player fights alone against the field); (2) “duo” (in which players are teamed into groups of two and fight to be the last duo remaining); and (3) “squad” (in which players are grouped into squads of four and fight to be the last squad remaining). In “duo” and “squad” modes, every member of a team must die in order for the team to be considered defeated. However, in both modes, a player whose game character’s health/hit points have been depleted does not die instantaneously and instead survives for a short time after, albeit immobilized in a crouching position. During this time, another player from the team may revive the immobilized game character.

73. **“Winner Winner Chicken Dinner.”** Should a player be the last one standing at the end of the game, he/she is rewarded with a salutary “Winner Winner Chicken Dinner!” announcement.

Victory Screen from Battlegrounds



https://www.youtube.com/watch?v=sQ6s6ujf6kY&list=PLSMETuURtTXCngmWf_wUWfnzTjn04XF-B&index=2;

[https://www.youtube.com/watch?v=5FW7xb8jWew&list=PLSMETuURtTXCngmWf_wUWfnzTjn04XF-B&index=25.](https://www.youtube.com/watch?v=5FW7xb8jWew&list=PLSMETuURtTXCngmWf_wUWfnzTjn04XF-B&index=25)

1 The juxtaposition of this lighthearted expression of victory with the survival narrative
2 of the game adds elements of surprise and humor to the work, and the artistic inclusion
3 of this emphatic expression has become particularly beloved by the gaming community.
4 “Winner Winner Chicken Dinner” in the context of a shooter game is a copyrightable
5 work in combination with other elements of Battlegrounds. Furthermore, this
6 catchphrase has taken on secondary meaning within the gaming community as an
7 emblem of Battlegrounds and of Krafton; it has become nearly synonymous with
8 Battlegrounds to gamers. This phrase also has been featured in memes, live-action
9 parody videos, and other responsive content created by fans. For example, it has been
10 featured in live-action Battlegrounds parody skits and it has also been featured in other
11 Battlegrounds parodies and memes.¹⁰

12 **FREE FIRE AND FREE FIRE MAX INFRINGE KRAFTON’S COPYRIGHTS**
13 **IN BATTLEGROUNDS**

14 74. Free Fire and Free Fire Max are mobile video games that were made and
15 released by Garena, and, upon information and belief, first released in the United States
16 through the Apple App Store and the Google Play store.

17 75. Garena released Free Fire through the Apple App Store and the Google
18 Play store as a thinly veiled, unauthorized mobile version of Battlegrounds. Tellingly,
19 upon information and belief, Garena rushed the launch of Free Fire to occur before the
20 release of PUBG Mobile, the authorized mobile version of Battlegrounds. Garena
21 subsequently released Free Fire Max to further capitalize on the success it experienced
22 from infringing Battlegrounds through Free Fire.

23
24
25 _____
26 ¹⁰ See, e.g., https://www.youtube.com/watch?v=_iysbdJOkyM;
27 https://www.youtube.com/watch?v=jfQGY8xaxO0&list=PLSMETuURtTXCngmWf_wUWfnzTjn04XF-B&index=12; <https://www.youtube.com/watch?v=4hqqFqcr1K8>.

1 76. Garena’s actions in continuing to infringe and exploit Free Fire and Free
2 Fire Max is causing substantial harm to Krafton through lost sales of both Battlegrounds
3 and New State, which it recently released.

4 77. As set forth below, Free Fire and/or Free Fire Max contains numerous
5 elements that are both individually, and/or in combination with one another—including
6 through the selection of elements—virtually identical and/or substantially similar to
7 copyrightable elements of creative audiovisual expression in Battlegrounds, including
8 at least the following:

9 78. **Total Look and Feel.** The overall look, feel, and audiovisual style of Free
10 Fire closely mimics the stylized realism of Battlegrounds. On information and belief,
11 Garena copied Krafton’s expressive depiction of these elements where other depictions
12 could have been used.

13 **BATTLEGROUNDS**
14 **TOTAL LOOK AND FEEL**



20 **FREE FIRE**
21 **TOTAL LOOK AND FEEL**



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



79. **Overall Gameplay.** The overall look and feel of gameplay in Free Fire very closely matches that of Battlegrounds. For example, the narrative arc or plot of the game, which includes gathering in a pre-game waiting lobby area and experimenting with weapons and objects but without consequence; jumping from a plane; parachuting to a desired location within the gameplay map; scavenging for weapons, armor, and

1 other items; the continued constricting of the active play area, which forces players to
2 converge and interact with each other with increasing frequency over the duration of
3 the match; the lack of any background music, which accentuates the natural sounds of
4 gameplay; the audio and visual representations of movement and shooting; and the
5 battle formats presented (e.g., player versus everyone and small teams versus everyone)
6 all directly correspond to those of Battlegrounds and, as set forth below, are sufficiently
7 similar to constitute actionable copyright infringement. On information and belief,
8 Garena copied the depiction of these elements where another depiction could have been
9 used.

10 80. **Play Maps.** Like Battlegrounds, Free Fire provides a map defining the area
11 of play, and the map is substantially similar to the Battlegrounds map.

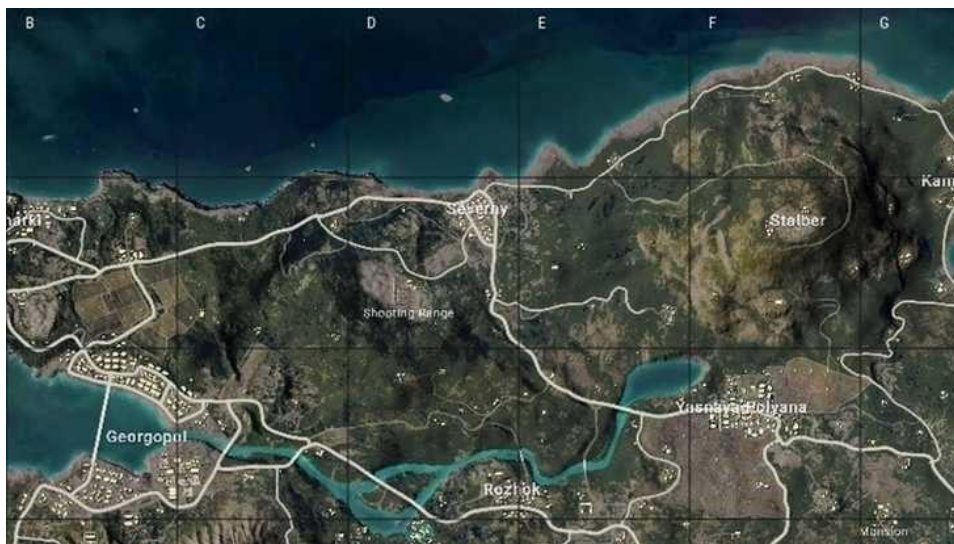
12 81. Both maps feature towns, farms, buildings, fields, trees, roads, and
13 mountainous topography that are depicted as if photographed using a reconnaissance
14 satellite, as well as featured location indicators and white lettered descriptions of those
15 featured areas. Although maps have been used in prior games, the depiction of the map
16 in Free Fire is strikingly similar to the depiction of the map in Battlegrounds. Further,
17 Garena copied in Free Fire Battlegrounds' use of a letter grid overlay on the map to aide
18 players in locating one another. Moreover, Garena copied in Free Fire Battlegrounds'
19 use of only letters—as opposed to letters and numbers, which is more common—and
20 also copied the exact configuration of the letters on the grid, as shown below. On
21 information and belief, Garena copied in Free Fire Krafton's expressive depiction of
22 the map elements where another depiction could have been used.

BATTLEGROUNDS PLAY MAP**FREE FIRE PLAY MAP**

82. Indeed, over time, Garena has added features to the Free Fire map that are substantially similar to those that already existed in the Battlegrounds play map in order to make the game more similar to Battlegrounds and mimic the game play of Battlegrounds. Garena further copied Battlegrounds' play map by adding a river that flows from an interior town to the surrounding sea, and a large secondary island connected by two primary bridges. These two primary bridges are in turn connected by a main roadway that traverses the secondary island. Both maps also share a coastal village reminiscent of Southeast Asia, a nuclear power plant, a graveyard, a lookout tower, a shooting range, and various other features. On information and belief, Garena copied Krafton's expressive depiction of these map elements where another depiction could have been used. A selection of these additions is shown below.

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

Battlegrounds Play Map – Detail of River



Free Fire Play Map 2017–2018 – No River



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

Free Fire Play Map – River Added in 2018



Battlegrounds Play Map – Detail of Large Secondary Island Conneted by Two Bridges



Free Fire Play Map 2018 – No Large Secondary Island



1 **Free Fire Play Map 2018–Present – Large Secondary Island**



9 83. In addition, Garena named the small village on its map as Pochinok, which
10 is a Russian word for a rural settlement. Another variant of the Russian word is
11 Pochinki, which Battlegrounds **first** used to label its own small village. On information
12 and belief, Garena copied in Free Fire Krafton's expressive depiction of a small village
13 with a Russian name where another depiction could have been used.

14 **BATTLEGROUNDS**
15 **POCHINKI VILLAGE**

14 **FREE FIRE**
15 **POCHINOK VILLAGE**



22 84. **Scenes and Locations.** Many of the locations, structures, landscapes, and
23 other features within the Free Fire play area closely correspond to those within the
24 Battlegrounds play area. For example, the Battlegrounds play area and the Free Fire
25 play area each feature a graveyard, a port with shipping containers and a crane, a
26 Southeast Asia coastal village, a shooting range, a small village, a farm, an airstrip, and
27 a trestle bridge leading to a large adjacent island, among others. These areas in Free Fire
28 are strikingly similar to those in Battlegrounds. Moreover, Garena has copied a large

1 number of the specific types of buildings used by Krafton in Battlegrounds. On
2 information and belief, Garena copied Krafton's expressive depictions of the scenes and
3 locations identified below where other depictions could have been used.

4 **BATTLEGROUNDS**
5 **GRAVEYARD**



FREE FIRE
GRAVEYARD



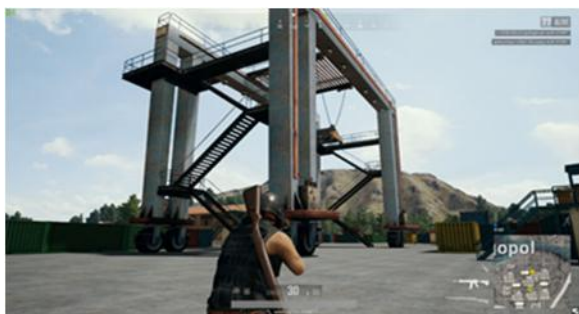
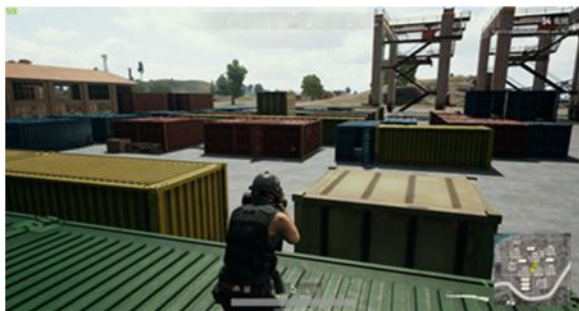
17 **BATTLEGROUNDS**
18 **PORT WITH SHIPPING**
19 **CONTAINERS**



FREE FIRE
PORT WITH SHIPPING
CONTAINERS



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



**BATTLEGROUNDS
SOUTHEAST ASIA COASTAL
VILLAGE**

**FREE FIRE SOUTHEAST
ASIA COASTAL VILLAGE**



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



**BATTLEGROUNDS
SHOOTING RANGE**

**FREE FIRE
SHOOTING RANGE**



BATTLEGROUNDS FARM

FREE FIRE FARM



1
2
3
4
5
6
7
8
9

**BATTLEGROUNDS TRESTLE
BRIDGE TO ADJACENT
ISLAND**



**FREE FIRE TRESTLE
BRIDGE TO ADJACENT
ISLAND**



10 85. **Buildings.** The Free Fire play area contains numerous buildings that are
11 substantially similar to buildings in Battlegrounds. Although buildings have been used
12 in prior games, the façades and layouts of the buildings in Free Fire are strikingly similar
13 to those in Battlegrounds. Moreover, Garena has copied in Free Fire a large number of
14 the specific types of buildings used by Krafton in Battlegrounds. For example, each
15 game contains a condominium with balcony, a power plant cooling tower, one- and
16 two-port garages, an outhouse, a variety of strikingly similar warehouses, a storage
17 building, gas storage tanks, a factory, a radio tower, and a watchtower. On information
18 and belief, Garena copied in Free Fire Krafton's expressive depictions of the buildings
19 identified below where other depictions could have been used for the purpose of
20 evoking the same gameplay experience depicted in Battlegrounds.

21
22
23
24
25
26
27
28

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

**BATTLEGROUNDS
CONDOMINIUM WITH
BALCONY**



**FREE FIRE
CONDOMINIUM WITH
BALCONY**



**BATTLEGROUNDS POWER
PLANT AND COOLING
TOWERS**



**FREE FIRE POWER
PLANT AND COOLING
TOWERS**



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



**BATTLEGROUNDS
ONE-PORT GARAGE**

**FREE FIRE
ONE-PORT GARAGE**



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

**BATTLEGROUNDS
TWO-PORT GARAGE**



**FREE FIRE
TWO-PORT GARAGE**



**BATTLEGROUNDS
WAREHOUSE**



**FREE FIRE
WAREHOUSE**



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

**BATTLEGROUNDS
THREE-STORY BUILDING**



**FREE FIRE
THREE-STORY BUILDING**



**BATTLEGROUNDS
OUTHOUSE**



**FREE FIRE
OUTHOUSE**



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

**BATTLEGROUNDS
GAS STORAGE TANKS**



**FREE FIRE
GAS STORAGE TANKS**



**BATTLEGROUNDS RADIO
TOWER**



**BATTLEGROUNDS
WATCHTOWER**



**FREE FIRE
WATCHTOWER**



86. The foregoing examples were selected as representative sample and not an exhaustive catalogue of the large number of similarities in the Battlegrounds and Free Fire gameplay areas.

87. **Air Jump.** Play begins in Fire and/or Free Fire Max with a transport airplane from which players jump, free fall, and parachute into the play area. As in Battlegrounds, the route of the plane is shown in a mini-map within the play screen, and players can choose to jump at any point. Fire and/or Free Fire Max has used a similar type of airplane as that in Battlegrounds, similar expressions of a satellite-view map depicting various locations and their names, and similar expressions to indicate the user's location on the map. On information and belief, Garena copied in Fire and/or Free Fire Max Krafton's expressive depictions of an air jump where other depictions could have been used for the purpose of evoking the same introductory experience felt by players of Battlegrounds.

1
2
3
4
5
6
7
8

**BATTLEGROUNDS
TRANSPORT PLANE**



**FREE FIRE
TRANSPORT PLANE**



9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

88. **Free Fall and Parachuting.** As in Battlegrounds, following the jump from the airplane, in Fire and/or Free Fire Max a player can choose to free fall or parachute toward the ground. The depiction of free fall in Fire and/or Free Fire Max is similar to the depiction of free fall in Battlegrounds. As in Battlegrounds, a player can control his or her game character's direction and speed while free falling or parachuting depending on the position and movement of the game character's body, as with actual skydiving. For example, if a player points the game character's body forward, the game character's descent will markedly speed up. In contrast, if a player pulls his or her game character back, the game character's speed will decrease. Fire and/or Free Fire Max also uses the same depiction of a parachute as in Battlegrounds—a parafoil type. Further, as in Battlegrounds, Fire and/or Free Fire Max automatically deploys a user's parachute at a certain point before hitting the ground. In addition, as in Battlegrounds, a player's parachute in Fire and/or Free Fire Max disappears from the player's body just before touching ground. On information and belief, Garena copied in Fire and/or Free Fire Max Krafton's expressive depictions of free fall and parachuting, where other depictions could have been used, solely for the purpose of evoking the same introductory experience felt by players of Battlegrounds.

1
2
3
4
5
6
7
8

**BATTLEGROUNDS
PARACHUTE**



9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**FREE FIRE
PARACHUTE**



89. **Frying Pan.** Fire and/or Free Fire Max also provides a frying pan that can be used both as a melee weapon and as armor, as in Battlegrounds. The frying pan in Fire and/or Free Fire Max is designed with the same shape and characteristics as the frying pan in Battlegrounds, such as the double pour spouts and handles. Further, both frying pans also feature a sewing-needle like eyehole in the handle. Garena could have used in Fire and/or Free Fire Max many other depictions of a frying pan, but it copied the elements Krafton used to depict its frying pan.

90. As with the Battlegrounds frying pan, the Fire and/or Free Fire Max frying pan provides medium damage output when used as a melee weapon and, as armor, can deflect bullet shots when in a character's hand or on a character's back. Indeed, upon information and belief, as in Battlegrounds, the frying pan in Fire and/or Free Fire Max is indestructible and also completely protects a player from projectile damage to his/her posterior when used as armor. The use of a frying pan to illustrate this item of weaponry and indestructible armor is unnecessary to the game because other objects could have been used to illustrate the same functions.

91. On information and belief, Garena's decision to include in Fire and/or Free Fire Max a frying pan that serves a dual purpose as a melee weapon and a complete and indestructible armor item in Fire and/or Free Fire Max was made for the sole purpose of evoking and infringing the iconic frying pan emblem of Battlegrounds.

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

**BATTLEGROUNDS
FRYING PAN**



**FREE FIRE
FRYING PAN**



**BATTLEGROUNDS FRYING
PAN BEING USED AS A
MELEE WEAPON**



**FREE FIRE
FRYING PAN BEING USED
AS A MELEE WEAPON**



**BATTLEGROUNDS FRYING
PAN BEING USED AS
INDESTRUCTIBLE ARMOR**



**FREE FIRE FRYING PAN
BEING USED AS
INDESTRUCTIBLE ARMOR**



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



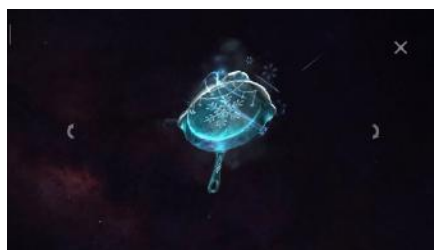
Indeed, as demonstrated below, the frying pan entry on a Free Fire wiki website notes that it is “[t]he ultimate shield that protects the wearer from everything your enemy can throw at you.”¹¹

A screenshot of a Free Fire wiki page for the 'PAN' weapon. The page features a large image of a frying pan, a smaller thumbnail, and a table of stats. The stats are: DAMAGE 62, RATE OF FIRE 35, RANGE 4, RELOAD SPEED 0, MAGAZINE 0, and ACCURACY 10. Below the stats, there are five categories of attachables: SILENCER, MUZZLE, FOREGRIP, MAGAZINE, and SCOPE, each with a red 'X' over it, indicating they are not applicable. At the bottom, there is a description: 'The ultimate shield that protects the wearer from everything your enemy can throw at you.' and two green buttons labeled 'SHIELD' and 'MELEE'.

¹¹ See <https://ff.garena.com/weapons/index/en/>.

1 Moreover, Garena has also copied a feature in Battlegrounds that permits users to add
 2 “skins” or personalizations to the frying pan. Garena has gone so far as to also copy
 3 Battlegrounds’ chicken theme, as discussed above.

4 Free Fire Frying Pan “Skins”



23 92. **Attachments and Modifications for Firearms.** The attachments and
 24 modifications for firearms in versions of Free Fire are substantially similar to those used
 25 in Battlegrounds, having the same or similar type, appearance, and, on information and
 26 belief, performance statistics. Moreover, Garena has copied in Free Fire a large number
 27 of the specific types of attachments and modifications Krafton uses in Battlegrounds.
 28

1 For example, both games offer similar assortments of magazines and stocks. Further, as
2 in Battlegrounds, versions of Free Fire features two levels of scopes that can be added
3 to certain firearms—a 2X and 4X scope. And, just as in Battlegrounds, versions of Free
4 Fire also feature three standard-size magazines. On information and belief, Garena
5 copied in versions of Free Fire Krafton’s choice to utilize two levels of scopes and three
6 base levels of magazines, individually and in combination with other elements, where
7 innumerable other choices could have been made.

8 93. **Armor.** The armor in versions of Free Fire is substantially similar to the
9 armor in Battlegrounds. Versions of Free Fire have three levels of helmets and three
10 levels of body armor, as with Battlegrounds, and these items are depicted similarly,
11 operate similarly, and, on information and belief, provide the same levels of damage
12 reduction.

13 94. For example, the “Level 1” helmet in both games is a motorcycle or
14 scooter-style helmet that covers the top, back and sides of the wearer’s head. The “Level
15 2” helmet in both games is a camouflaged military helmet and covers the same areas of
16 the wearer’s head as the “Level 1” helmet. Finally, the “Level 3” helmet in both games
17 resembles a special forces helmet covering all sides of the wearer’s head including the
18 front, has a shiny black appearance, and includes a visor. Further, the relative strength
19 of Free Fire’s and/or Free Fire Max’s three levels of helmets is proportionally similar
20 to those in Battlegrounds.¹² On information and belief, Garena copied in Free Fire

21 _____
22 ¹² See [https://guides.gamepressure.com/garena-free-](https://guides.gamepressure.com/garena-free-fire/guide.asp?ID=52560#:~:text=There%20are%204%20levels%20of,and%2057%25%20bonus%20to%20defense;)
23 [fire/guide.asp?ID=52560#:~:text=There%20are%204%20levels%20of,and%2057%25](https://guides.gamepressure.com/garena-free-fire/guide.asp?ID=52560#:~:text=There%20are%204%20levels%20of,and%2057%25%20bonus%20to%20defense;)
24 [%20bonus%20to%20defense; https://gamingonphone.com/guides/free-fire-list-of-all-](https://gamingonphone.com/guides/free-fire-list-of-all-the-available-utility-items/)
25 [the-available-utility-items/;](https://gamingonphone.com/guides/free-fire-list-of-all-the-available-utility-items/)
26 [https://guides.gamepressure.com/playerunknowns_battlegrounds/guide.asp?ID=43328](https://guides.gamepressure.com/playerunknowns_battlegrounds/guide.asp?ID=43328#:~:text=Remember%20that%20helmets%20level%201,before%20it%20goes%20to%20hell.)
27 [#:~:text=Remember%20that%20helmets%20level%201,before%20it%20goes%20to](https://guides.gamepressure.com/playerunknowns_battlegrounds/guide.asp?ID=43328#:~:text=Remember%20that%20helmets%20level%201,before%20it%20goes%20to%20hell.)
28 [%20hell.](https://guides.gamepressure.com/playerunknowns_battlegrounds/guide.asp?ID=43328#:~:text=Remember%20that%20helmets%20level%201,before%20it%20goes%20to%20hell.)

1 Krafton's expressive depictions, individually and/or in combination with other
2 elements, of the helmets identified above where other depictions could have been used.

3 **Comparative Strength of Helmets**

4

Level	Battlegrounds Damage Reduction	Free Fire Damage Reduction
1	30%	33%
2	40%	45%
3	55%	57%

5
6
7
8

9

10 **BATTLEGROUNDS
LEVEL 1 HELMET**



19 **FREE FIRE
LEVEL 1 HELMET**

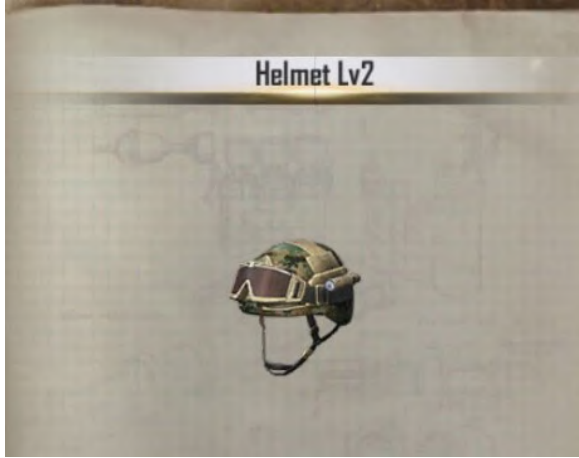


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**BATTLEGROUNDS
LEVEL 2 HELMET**



**FREE FIRE
LEVEL 2 HELMET**



**BATTLEGROUNDS
LEVEL 3 HELMET**



**FREE FIRE
LEVEL 3 HELMET**



95. In addition to copying Battlegrounds' use of three levels of body armor, as depicted below, the relative strength of Free Fire's and/or Free Fire Max's three levels of body armor is proportionally similar to those in Battlegrounds.¹³ On information and

¹³ <https://gamingonphone.com/guides/free-fire-list-of-all-the-available-utility-items/>;
https://guides.gamepressure.com/playerunknowns_battlegrounds/guide.asp?ID=43328#:~:text=Remember%20that%20helmets%20level%201,before%20it%20goes%20to%20hell.

1 belief, Garena copied in Free Fire Krafton's expressive depictions of the body armor
2 where other depictions could have been used.

3 **Comparative Strength of Body Armor**

4

Level	Battlegrounds Durability	Free Fire Durability	Battlegrounds Damage Reduction	Free Fire Damage Reduction
1	200	190	30%	33%
2	220	235	40%	50%
3	250	260	55%	66%

5
6
7
8

9
10 **BATTLEGROUNDS**
11 **LEVEL 1 BODY ARMOR**



11 **FREE FIRE**
12 **LEVEL 1 BODY ARMOR**



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

**BATTLEGROUNDS
LEVEL 2 BODY ARMOR**



**FREE FIRE
LEVEL 2 BODY ARMOR**



**BATTLEGROUNDS
LEVEL 3 BODY ARMOR**



**FREE FIRE
LEVEL 3 BODY ARMOR**



96. **Backpacks.** The availability of different size or levels of backpacks in versions of Free Fire is substantially similar to the availability and use of armor in Battlegrounds. Each game has three levels of backpacks, and these items are depicted similarly, operate similarly, and, on information and belief, have similar capacities. On information and belief, Garena copied in Free Fire Krafton's expressive use and/or depictions of backpacks where other depictions could have been used.

1 97. **Air-Dropped Supply Boxes.** Free Fire features air-dropped supply boxes
2 that are substantially similar to those in Battlegrounds. As in Battlegrounds, in versions
3 of Free Fire, the supply boxes are dropped from a military-style transport aircraft, which
4 can be heard by the players before the supply boxes drop. The supply boxes in versions
5 of Free Fire are depicted in a different color combination than those in Battlegrounds,
6 but the Free Fire supply boxes mimic their Battlegrounds counterparts in many other
7 respects. For example, the supply boxes in both games are covered in tarps and let out
8 a dramatic visual indicator after landing. On information and belief, Garena copied in
9 Free Fire Krafton’s expressive depictions of the air-drop area where other depictions
10 could have been used for the purpose of evoking the same iconic air-drop experience
11 depicted in Battlegrounds.

12
13 **BATTLEGROUNDS SUPPLY**
14 **DROP**



13 **FREE FIRE SUPPLY DROP**



**BATTLEGROUNDS
SUPPLY DROP AIRPLANE**



**FREE FIRE
SUPPLY DROP AIRPLANE**



98. Further, on information and belief, as in Battlegrounds, only certain types of weapons are available in supply drops in Free Fire. For example, in both games, only the Groza, M249, AWM, and other high-powered firearms are available in supply drops as opposed to randomly spawning in the gameplay area, as with other weapons. On information and belief, Garena copied in Free Fire Krafton's expressive use of supply drops to distribute certain weapons where other depictions could have been used.

99. **Bombardment Zone.** Free Fire includes a bombardment zone feature that is substantially similar to the bombardment zone feature in Battlegrounds. As in Battlegrounds, the bombardment zone in Free Fire periodically spawns and is depicted by a red-shaded area superimposed on the miniature play area map within the play screen. As in Battlegrounds, players in Free Fire receive a warning message about the bombardment zone, and during bombardments, interior spaces away from windows within buildings are safe. On information and belief, Garena copied in Free Fire Krafton's expressive use of a bombardment zone to convey fear, danger, and urgency into the game and, separately, to act as an artistic catalyst to create further interaction between the players, where other depictions could have been used.

1
2
3
4
5
6
7
8

**BATTLEGROUNDS
BOMBARDMENT ZONE**



**FREE FIRE
BOMBARDMENT ZONE**



15
16
17
18
19
20
21
22
23
24
25
26
27
28

100. **Shrinking Gameplay Area.** Free Fire includes a shrinking gameplay area feature that is substantially similar to the shrinking gameplay area feature in Battlegrounds. As in Battlegrounds, the shrinking gameplay area in Free Fire is depicted by a white circle on the gameplay area map. In both games, the circle shrinks in iterations, with each iteration encompassing a proportionally smaller amount of the previous areas. Both games also display a timer that warns players when the next shrinking will occur. Further, in both games, the amount of damage per second inflicted to the player when outside of the gameplay area increases as the gameplay area becomes progressively smaller. On information and belief, Garena copied in Free Fire Krafton's expressive shrinking gameplay area depiction, which reduces lulls in the action and provides ever-increasing tension in the game, where other such depictions could have been used.

1
2
3
4
5
6
7
8

**BATTLEGROUNDS
SHRINKING GAMEPLAY**



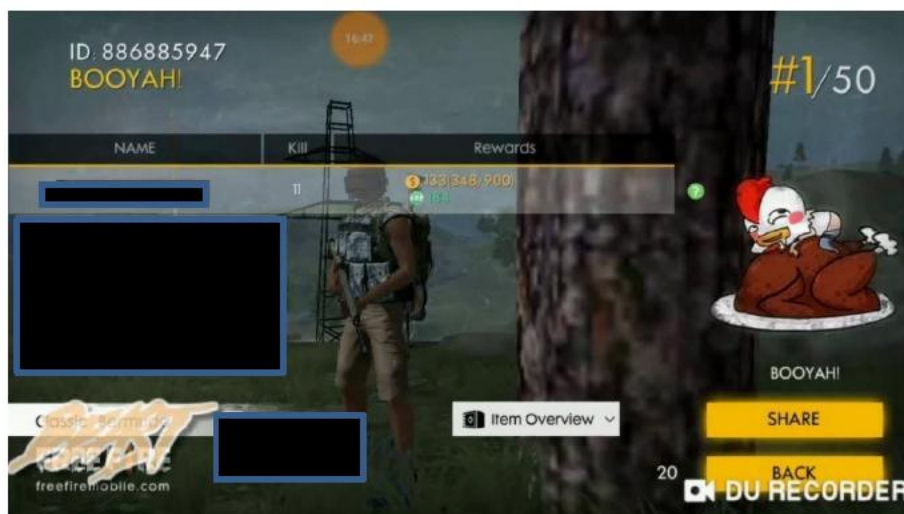
9
10
11
12
13
14

**FREE FIRE
SHRINKING GAMEPLAY**



101. **Chicken Theme.** When a player emerges victorious at the end of Free Fire, his or her screen displays a cartoon chicken resting atop an image of a roast chicken dinner. This catchphrase that was creatively selected by Krafton to congratulate winners of Battlegrounds has become emblematic of Battlegrounds. The juxtaposition of this lighthearted expression of victory with the survival narrative of the game adds elements of surprise and humor to the work, and the artistic inclusion of this emphatic expression has become particularly beloved by the gaming community. Garena has employed the use of chicken imagery in Free Fire, including but not limited to the display of a roast chicken dinner when a player is victorious, as depicted below. On information and belief, Garena copied Krafton's expressive use of a chicken dinner theme to designate victory where other depictions could have been used to inject joy and whimsy into a game upon winning.

Chicken Theme in Free Fire Upon Winning



102. **Supply Belts.** Garena copied in Free Fire Battlegrounds' use of a supply belt and specific slots for specific types of weapons or objects. As with Battlegrounds, Free Fire only permits larger firearms in certain slots and smaller firearms in others. Further, as with Battlegrounds, Free Fire only permits melee weapons, such as the frying pan, to be placed in a specific slot near the middle of the belt. As in Battlegrounds, this causes the frying pan to cover the game character's buttocks. On information and belief, Garena copied in Free Fire Krafton's expressive use the supply belt and arrangement of weapons and objects, including the placement of melee weapons, like the frying pan, where other depictions could have been used.

103. **Health and Health Repair.** Garena has additionally copied in Free Fire Battlegrounds' realistic use of bandages to repair health. As in Battlegrounds, the application of a bandage to repair health in Free Fire takes several moments and the effects are not immediately felt. On information and belief, Garena copied in Free Fire Krafton's expressive depiction of bandage application where other depictions could have been used.

104. The foregoing are representative examples and not an exhaustive catalogue of the large number of similarities, individually or in combination with others, that exist between Battlegrounds and Free Fire.

1 105. Upon information and belief, these same or substantially similar elements
2 are also present in Free Fire Max, a game that is substantively identical to Free Fire
3 except for certain color enhancements, user interface features, and other elements,
4 which do not render it any less infringing of Battlegrounds.

5 106. Based on the foregoing, Krafton seeks to hold Garena liable for copyright
6 infringement for the period from April 13, 2019 to present, as set forth herein.

7 **GARENA, THROUGH APPLE AND GOOGLE, HAS EXPERIENCED**
8 **TREMENDOUS SUCCESS WITH FREE FIRE, AND NOW FREE FIRE MAX,**
9 **AT THE EXPENSE OF KRAFTON**

10 107. After Krafton launched Battlegrounds, Garena apparently authorized
11 Apple and Google to begin to distribute Free Fire through their respective app stores.

12 108. As alleged above, by the time Apple and Google began distributing Free
13 Fire with the apparent authorization of Garena, Battlegrounds was already immensely
14 popular. Indeed, Krafton had sold more than 10 million copies and it had reached a
15 record three million concurrent players.

16 109. Garena seized on Battlegrounds' popularity and success and exploited the
17 fact that a mobile version of Battlegrounds had yet to be released. Indeed, Free Fire was
18 a thinly veiled unauthorized or "bootleg" version of Battlegrounds.

19 110. Unsurprisingly, given the immense popularity of Battlegrounds, the
20 infringing Free Fire also experienced rapid success. By the end of 2017, Garena reported
21 that Free Fire had six million daily active users. And by the end of 2020, Garena
22 reported that Free Fire had more than 100 million daily users. According to Garena, for
23 the years 2019 and 2020, Free Fire was the most downloaded mobile game globally—
24 downloads that occurred through the Apple App Store and Google Play store—and the
25 top-ranking mobile-only video game on YouTube in terms of views.¹⁴

26
27 _____
28 ¹⁴ <https://www.sea.com/products/garena>.

1 111. Garena has generated astronomical revenues from the exploitation of Free
2 Fire through the Apple App Store and the Google Play store. For example, in 2018,
3 Garena's global revenue from digital entertainment was \$462.4 million. By 2019, it was
4 \$1.1 billion. And by 2020, it was more than \$2 billion.¹⁵ Garena has reported that the
5 vast majority of this revenue is attributable to sales of the infringing Free Fire app,
6 through the Apple App Store and Google Play store. Indeed, Garena recently reported
7 that, during the first three months of 2021, it generated more than \$100 million in
8 revenue from Free Fire sales in the United States alone, again through the Apple App
9 Store and Google Play store.¹⁶

10 112. Garena's ill-gotten revenue is not only the result of its wrongful sales of
11 Free Fire but also its constant, global promotion of Free Fire, including at e-sport
12 competitions and other events that are attended by millions of users. These actions have
13 continued through the filing of this complaint, including now through Free Fire Max.

14 **DISTRIBUTION OF FREE FIRE AND FREE FIRE MAX**

15 **BY APPLE AND GOOGLE**

16 113. Upon information and belief, Apple is the owner of the Apple App Store
17 distribution platform. The App Store is the world's only platform for the distribution
18 and sale of mobile games for iOS devices such as iPhones and iPads.

19 114. Upon information and belief, Google is the owner of the Google Play
20 distribution platform. Google Play is the world's leading platform for the distribution
21 and sale of mobile games for Android devices.

22
23 _____
24 ¹⁵ [https://cdn.sea.com/webmain/static/resource/seagroup/pressrelease/2021-04-](https://cdn.sea.com/webmain/static/resource/seagroup/pressrelease/2021-04-17%20Sea%20Limited%20Files%20Annual%20Report%20on%20Form%2020-F/2021-04-16%20-%20Form%2020-F.pdf)
25 [17%20Sea%20Limited%20Files%20Annual%20Report%20on%20Form%2020-](https://cdn.sea.com/webmain/static/resource/seagroup/pressrelease/2021-04-17%20Sea%20Limited%20Files%20Annual%20Report%20on%20Form%2020-F/2021-04-16%20-%20Form%2020-F.pdf)
26 [F/2021-04-16%20-%20Form%2020-F.pdf](https://cdn.sea.com/webmain/static/resource/seagroup/pressrelease/2021-04-17%20Sea%20Limited%20Files%20Annual%20Report%20on%20Form%2020-F/2021-04-16%20-%20Form%2020-F.pdf).

27 ¹⁶ [https://dotesports.com/news/free-fire-overtakes-pubg-mobile-in-u-s-revenue-for-q1-](https://dotesports.com/news/free-fire-overtakes-pubg-mobile-in-u-s-revenue-for-q1-2021)
28 [2021.](https://dotesports.com/news/free-fire-overtakes-pubg-mobile-in-u-s-revenue-for-q1-2021)

1 115. Upon information and belief, in order for a game developer or publisher to
2 distribute a game on either the Apple App Store or Google Play store, the developer
3 must create an Apple App Store or Google Play developer account, agree to a standard
4 developer agreement, and provide information to Apple and/or Google such as contact
5 information, credit card and/or bank account information, and the currency preference
6 for payment.

7 116. Upon information and belief, as part of its standard developer agreement,
8 Apple requires that its developers agree to indemnify it from any claims of copyright
9 infringement. For example, in the current version of the Apple Developer Program
10 License Agreement (the “Apple Developer Agreement”), Apple requires the following:

11 To the extent permitted by applicable law, You agree to
12 indemnify and hold harmless, and upon Apple’s request,
13 defend, Apple, ... from any and all claims, losses, liabilities,
14 damages, taxes, expenses and costs, including without
15 limitation, attorneys’ fees and court costs ..., incurred ... and
16 arising from or related to ... (ii) any claims that Your Covered
Product or the distribution, sale, offer for sale, use or
importation of Your Covered Product ... violate or infringe
any third party intellectual property or proprietary rights....

17 Apple Developer Agreement, § 10.¹⁷

18 117. Similarly, upon information and belief, as part of its standard developer
19 agreement, Google also requires that its developers agree to indemnify it from any
20 claims of copyright infringement. For example, in the current version of the Google
21 Play Developer Distribution Agreement (the “Google Developer Agreement”), Google
22 requires the following:

23 To the maximum extent permitted by law, You agree to
24 defend, indemnify, and hold harmless Google ... from and
25 against any and all third party claims, actions, suits, or

26 _____
27 ¹⁷ See [https://developer.apple.com/support/downloads/terms/apple-developer-](https://developer.apple.com/support/downloads/terms/apple-developer-program/Apple-Developer-Program-License-Agreement-20210607-English.pdf)
28 [program/Apple-Developer-Program-License-Agreement-20210607-English.pdf](https://developer.apple.com/support/downloads/terms/apple-developer-program/Apple-Developer-Program-License-Agreement-20210607-English.pdf).

1 proceedings, as well as any and all losses, liabilities, damages,
2 costs, and expenses (including reasonable attorneys' fees)
3 arising out of or accruing from ... infringement or violation
4 by Your Product(s) of any Intellectual Property Right or any
5 other right of any person; or (c) You or Your Product(s)'
6 violation of any law.

7 Google Developer Agreement, § 14.1.¹⁸

8 118. Upon information and belief, once a developer, such as Garena, enters into
9 these agreements and creates accounts with either the Apple App Store or the Google
10 Play store, the developer may upload a digital file of the app to the Apple App Store or
11 Google Play store and select the territories to which the developer wishes to distribute
12 the game.

13 119. Upon information and belief, Apple and Google review uploaded games
14 for various criteria before they are offered to the public. If approved, Apple and Google
15 will allow the game to be distributed, and do distribute the game, through a dedicated
16 store page.

17 120. Accordingly, and upon information and belief, in order for Free Fire and
18 Free Fire Max to be distributed in the United States on the Apple App Store or Google
19 Play store, Garena necessarily created both an Apple developer account and a Google
20 developer account and selected the territories in which it would be sold. Garena has
21 reported that Free Fire is currently available on the Apple App Store and Google Play
22 store in more than 130 markets worldwide, including the United States. Upon
23 information and belief, Garena is distributing Free Fire Max in the same manner.¹⁹

24 _____
25 ¹⁸ <https://play.google.com/about/developer-distribution-agreement.html>

26 ¹⁹ <https://cdn.sea.com/webmain/static/resource/seagroup/pressrelease/2021-04-17%20Sea%20Limited%20Files%20Annual%20Report%20on%20Form%2020-F/2021-04-16%20-%20Form%2020-F.pdf>

1 121. Further, and upon information and belief, both Apple and Google reviewed
2 and approved Free Fire and Free Fire Max for distribution through their respective app
3 stores and, upon approval, have collectively distributed over a billion copies of Free
4 Fire worldwide. Indeed, Free Fire has been downloaded from the Google Play store
5 alone more than one billion times, as Garena recently promoted on social media.

6 122. Moreover, upon information and belief, if either Apple or Google finds a
7 game to be particularly noteworthy or appealing, it may elect to “feature” the game on
8 its storefront to make it easier for users to find and download.

9 123. Upon information and belief, Apple and Google profit directly from every
10 game sold or in-app purchase made on their respective platforms in the form of
11 “platform fees” or “service fees.” Indeed, according to public information, and upon
12 information and belief, Apple and Google retain approximately 30% of the revenues
13 generated from each game sold or in-app purchase made on or through their respective
14 platforms. Upon information and belief, Apple and Google also retain highly valuable
15 user data.

16 124. Upon information and belief, because Apple and Google also require app
17 developers to utilize Apple’s and Google’s respective payment systems for in-app
18 purchases, Apple and Google receive this additional revenue and highly valuable
19 purchase data. Upon information and belief, it was only recently that a federal court
20 ruled that Apple cannot force its app developers to utilize its proprietary in-app payment
21 system.

22 125. In 2020, Garena reported earning more than \$2 billion in revenue from the
23 exploitation of digital games, the vast majority of which came from Free Fire, which is
24 distributed through the Apple App Store and Google Play store.²⁰ During the same
25

26 ²⁰ [https://cdn.sea.com/webmain/static/resource/seagroup/pressrelease/2021-04-](https://cdn.sea.com/webmain/static/resource/seagroup/pressrelease/2021-04-17%20Sea%20Limited%20Files%20Annual%20Report%20on%20Form%2020-F/2021-04-16%20-%20Form%2020-F.pdf)
27 [17%20Sea%20Limited%20Files%20Annual%20Report%20on%20Form%2020-](https://cdn.sea.com/webmain/static/resource/seagroup/pressrelease/2021-04-17%20Sea%20Limited%20Files%20Annual%20Report%20on%20Form%2020-F/2021-04-16%20-%20Form%2020-F.pdf)
28 [F/2021-04-16%20-%20Form%2020-F.pdf](https://cdn.sea.com/webmain/static/resource/seagroup/pressrelease/2021-04-17%20Sea%20Limited%20Files%20Annual%20Report%20on%20Form%2020-F/2021-04-16%20-%20Form%2020-F.pdf).

1 period, Apple earned approximately \$50 billion from the App Store and Google earned
2 approximately \$38.6 billion from the Google Play store.²¹ Further, upon information
3 and belief, approximately 80% of Apple’s revenue from apps is derived from games
4 like Free Fire. Upon information and belief, Apple and Google have received (and will
5 continue to receive, as long as Free Fire and Free Fire Max are available to download
6 and play) substantial revenue in connection with the game.

7 **YouTube Is Hosting Infringing Gameplay Videos of Free Fire and Free**
8 **Fire Max**

9 126. On or about December 21, 2021, Krafton served YouTube with a notice
10 that seven videos posted on the official YouTube account of “Free Fire Garena, NA,”
11 which is believed to be maintained by or on behalf of Garena (available at
12 <https://www.youtube.com/c/FreeFireNorthAmerica/about>), that featured Free Fire
13 and/or Free Fire Max gameplay that infringed Krafton’s copyrights in Battlegrounds.
14 Krafton demanded that YouTube take down the posts and take appropriate actions
15 against its responsive users no later than January 5, 2022.

16 127. These videos feature extensive game play of Free Fire and/or Free Fire
17 Max, including portions of those games that are protected elements of Battlegrounds,
18 both individually and in their combination.

19 128. To date, YouTube has not removed the infringing posts.

20 **YouTube Is Hosting Videos of *Biubiubiu*—a Film that Blatantly Infringes**
21 **Battlegrounds**

22 129. On or about August 10, 2021, Krafton served YouTube with a notice that
23 a film, *Biubiubiu*, by Huawen Image (Beijing) Film Co., Ltd. (“Huawen”), which was
24 posted by its distributor, Youku Movie, infringed Krafton’s copyrights in
25

26 ²¹ See, e.g., <https://www.statista.com/statistics/444476/google-play-annual-revenue/>;
27 [https://www.cnbc.com/2021/01/08/apples-app-store-had-gross-sales-around-64-](https://www.cnbc.com/2021/01/08/apples-app-store-had-gross-sales-around-64-billion-in-2020.html)
28 [billion-in-2020.html](https://www.cnbc.com/2021/01/08/apples-app-store-had-gross-sales-around-64-billion-in-2020.html).

1 Battlegrounds. As set forth in that demand, and detailed below, *Biubiubiu* is an
2 unauthorized adaptation of Battlegrounds, depicting a live-action dramatized version of
3 Battlegrounds gameplay—from the initial pre-game lobby to the player’s arrival on
4 Battlegrounds’ fictional island, to the player’s foraging for supplies and efforts to
5 survive on the island. Krafton informed YouTube that in depicting these gameplay
6 moments, *Biubiubiu* appropriated numerous unique, creative audio and visual elements,
7 including numerous individual works of creative expression, that, individually or in
8 combination with others, constitute copyrightable audiovisual work. Krafton provided
9 YouTube with a detailed exhibit that identified some nonexhaustive examples of
10 Krafton’s works of creative expression that have been appropriated by *Biubiubiu*, which
11 are set forth below. Krafton requested that YouTube immediately remove or disable all
12 videos that contain portions or the entirety of *Biubiubiu* from its platforms, including
13 the video located at the URL address identified in its notice. Krafton also demanded
14 that YouTube take appropriate action against the uploader pursuant to its Terms of
15 Service, including by terminating the uploader’s account. Krafton further requested that
16 YouTube utilize its ContentID or other digital fingerprinting software (or take any and
17 all other reasonable steps) to ensure that *Biubiubiu* is not uploaded again to YouTube
18 by Huawei, its agents, or any other party. Krafton also submitted a notice through
19 YouTube’s online form.

20 130. As detailed below, and in Krafton’s notice to YouTube, *Biubiubiu*
21 infringes numerous unique, creative audio and visual elements, including numerous
22 individual works of creative expression, that, individually or in combination with
23 others, constitute copyrightable audiovisual work.

24 131. For example, in *Biubiubiu*, depictions of the protagonist parachuting to a
25 location are nearly identical to those featured in Battlegrounds. Further, *Biubiubiu*
26 includes a copy of Battlegrounds’ striped parachute backpack, as seen below.
27
28

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

BATTLEGROUNDS AIRDROP AND PARACHUTE



BIUBIUBIU AIRDROP AND PARACHUTE



1 132. Structures and locations from Battlegrounds are reproduced in *Biubiubiu*,
2 such as specific building designs and color schemes, interior environments, and
3 distinctive locations such as the port featuring shipping crates and an adjacent power
4 plant cooling tower.

5 **BATTLEGROUNDS**
6 **STRUCTURES AND**
7 **LOCATIONS**



5 **BIUBIUBIU**
6 **STRUCTURES AND**
7 **LOCATIONS**





13 133. Items, weapons, and equipment from Battlegrounds have been reproduced
14 in identical fashion in *Biubiubiu*. This includes, without limitation, (1) health packs and
15 syringes, which increase a player's health; (2) Battlegrounds' iconic helmet and visor;
16 (3) thrown items such as grenades and flash bangs; (4) weapons such as Battlegrounds'
17 distinctive frying pan; and (5) backpacks. In addition, the supply-drop crates in
18 *Biubiubiu* appear identical to those in Battlegrounds, including the distinctive red smoke
19 used to indicate their location.

20
21
22
23
24
25
26
27
28

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

**BATTLEGROUNDS
ITEMS AND EQUIPMENT**



**BIUBIUBIU
ITEMS AND EQUIPMENT**



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





21
22
23
24
25
26
27
28

134. *Biubiubiu* also features interface elements appropriated directly from Battlegrounds, such as mini-maps, player data, and grenade arc indicators.

**BATTLEGROUNDS
GAME USER INTERFACE**



**BIUBIUBIU
GAME USER INTERFACE**

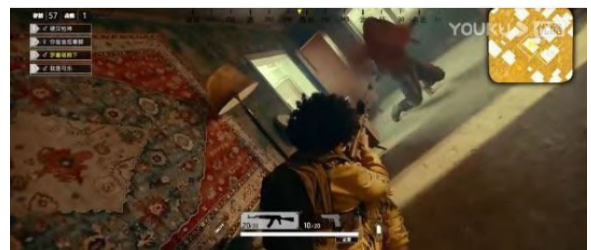


135. *Biubiubiu* also features distinctive characters copied directly from Battlegrounds, including those illustrated below.

**BATTLEGROUNDS
CHARACTERS**



**BIUBIUBIU
CHARACTERS**





13
14 **YouTube Fails to Expediently Remove *Biubiubiu* Despite Multiple Warnings**

15 136. On or about August 16, 2021, after receiving no response from YouTube
16 regarding its notice to take down the infringing posts containing the *BiuBiuBiu* film,
17 Krafton sent an additional notice under the DMCA.

18 137. On August 17, 2021, Krafton, through its authorized agent, received an
19 automated response from YouTube in which YouTube noted that it is “concerned that
20 some of the information in [Krafton’s] takedown request may be fraudulent.” YouTube
21 requested that, “[f]or each video in question, please explain how [Krafton] is authorized
22 to make this claim....”

23 138. On the same day, Krafton responded via email, including both its original
24 letter and the above-referenced automated email, and stated that the notice was not
25 fraudulent and again requested that YouTube remove the identified infringing content.
26 Krafton also stated that YouTube had been placed on notice of the infringement, and
27 therefore had actual knowledge of the infringement. Krafton requested confirmation
28 that the identified material had been removed or disabled.

1 139. On August 19, 2021, YouTube followed up with another form email, this
2 time requesting certain pieces of information that Krafton had already included in its
3 prior notices and emails to YouTube. On the same day, Krafton responded and stated
4 that all of the requested information had previously been provided—twice—and was
5 being provided once again. Krafton also stated that its position is that YouTube had not
6 acted expeditiously to remove infringing content after having received a notice.

7 140. On August 23, 2021, after no response, and nearly two weeks after its first
8 notice, Krafton sent a fourth notice, reiterating its prior demands that YouTube remove
9 the infringing content and restating all of the information YouTube either required or
10 requested for purposes of processing a notice under the DMCA. Krafton again stated
11 that it did not believe that YouTube had responded expeditiously and thus had forfeited
12 any safe-harbor protection it might have had under the DMCA.

13 141. On August 27, 2021, YouTube responded to Krafton’s August 19, 2021
14 email, and stated that “copyright does not subsist in the content that is the subject of
15 [Krafton’s] complaint” and for “[that] reason we are unable to process your request.”

16 142. To date, the links identified in Krafton’s notices remains on YouTube, as
17 do countless other posts featuring the same infringing content.

18 143. Prior to sending multiple notices regarding *Biubiubiu*, Krafton served
19 YouTube with a notice for a different film that infringed its copyrights in
20 Battlegrounds—*Run Amuck* by Hippo Universal Films. Inconsistent with its response
21 to the *Biubiubiu* requests, YouTube responded to that notice that it had taken down the
22 infringing content. As alleged in more detail below, unlike with respect to *Biubiubiu*,
23 the *Run Amuck* videos were posted by individual users who no doubt lack the deep
24 pockets necessary to fully indemnify YouTube from liability for copyright
25 infringement.

26 **Krafton Serves Garena, Apple, and Google with Cease-and-Desist Notices**

27 144. On or about December 21, 2021, Krafton sent Garena a cease-and-desist
28 notice, demanding that it immediately revoke its apparent authorization to Apple and

1 Google to distribute Free Fire and Free Fire Max through their respective app stores, no
2 later than January 5, 2022. To date, Garena has refused to comply.

3 145. On or about December 21, 2021, Krafton served Apple with a notice that
4 informed Apple that Free Fire and Free Fire Max infringed Krafton's copyrights in
5 Battlegrounds and thus its facilitation of Free Fire's reproduction and distribution via
6 the Apple App Store was in violation of Krafton's exclusive rights in Battlegrounds
7 and, accordingly, constituted actionable copyright infringement. Krafton also informed
8 Apple that its continued facilitation of the distribution and reproduction, among other
9 actions, via the Apple App Store of Free Fire and Free Fire Max made it liable not only
10 for direct infringement but secondary infringement. Krafton requested that Apple
11 immediately remove Free Fire and Free Fire Max from the Apple App Store no later
12 than January 5, 2022. To date, Apple has refused to comply.

13 146. On or about December 21, 2021, Krafton served Google with a notice that
14 informed Google that Free Fire and Free Fire Max infringed Krafton's copyrights in
15 Battlegrounds and thus its facilitation of Free Fire's reproduction and distribution via
16 the Google Play store was in violation of Krafton's exclusive rights in Battlegrounds
17 and, accordingly, constituted actionable copyright infringement. Krafton also informed
18 Google that its continued facilitation of the distribution and reproduction, among other
19 actions, via the Google Play store of Free Fire and Free Fire Max made it liable not only
20 for direct infringement but secondary infringement. Krafton requested that Google
21 immediately remove Free Fire and Free Fire Max from the Google Play store no later
22 than January 5, 2022. To date, Google has refused to comply.

23 147. Since receiving Krafton's infringement notices, Apple and Google have
24 continued to distribute Free Fire and Free Fire Max, have received revenue in
25 connection with Free Fire, and have paid substantial revenue to Garena.
26
27
28

1 **Apple and Google Only Address Infringement When Not Indemnified by**
2 **Deep-Pocketed Co-Infringers**

3 148. Apple's and Google's responses to Krafton's complaints are consistent
4 with their responses to similar complaints regarding other infringing apps. As alleged
5 in *Ubisoft Entertainment et al. v. Ejoy.Com Ltd. et al.*, Case No. 20-cv-4419 (C.D. Cal.),
6 ECF 1, ¶ 5, Apple and Google refused to comply with a video game developer's demand
7 that they remove an infringing game from their respective stores. Upon information and
8 belief, it was only after the developer filed suit against the infringing developer *and*
9 Apple and Google that the infringing developer removed the app itself. Significantly,
10 neither Apple nor Google ever took any action on its own.²²

11 149. In addition, Krafton previously sued another manufacturer of an infringing
12 game that was made available through the Apple App Store and Google Play store.
13 *PUBG Corp. et al. v. NetEase, Inc. et al.*, Case No. 4:18-cv-02010-JSW (N.D. Cal.),
14 ECF 32, ¶¶ 115-117. Krafton had requested that Apple and Google remove the
15 infringing game, and both refused.

16 150. Apple's and Google's actions make clear that they elect to protect
17 copyrights only where they are not otherwise indemnified by co-infringers with deep
18 pockets. Such selective enforcement runs counter to the Copyright Act and constitutes
19 willful infringement.

20 151. Moreover, to the extent that the DMCA safe-harbor provisions even apply
21 to Apple's and Google's respective app stores, Apple's and Google's strategic
22 infringement deprives them of any such protections. Indeed, the fact that Apple and/or
23 Google might remove infringing content posted by individual users and, in some
24 instances, even terminate those individual users, this strategic, profit-driven
25

26 _____
27 ²² [https://www.pcgamer.com/rainbow-six-siege-mobile-clone-shut-down-following-](https://www.pcgamer.com/rainbow-six-siege-mobile-clone-shut-down-following-ubisoft-lawsuit/)
28 [ubisoft-lawsuit/](https://www.pcgamer.com/rainbow-six-siege-mobile-clone-shut-down-following-ubisoft-lawsuit/).

1 infringement—both direct and secondary—is in direct contravention of the Copyright
2 Act and the DMCA.

3 **CLAIMS FOR RELIEF**

4 **FIRST CLAIM FOR RELIEF**

5 **Direct Copyright Infringement**

6 (Against Defendants Apple and Google)

7 152. Krafton repeats and re-alleges each and every allegation contained in
8 paragraphs 1 through 151 as if fully set forth herein.

9 153. Krafton is the owner of valid and registered copyrights in Battlegrounds.

10 154. Defendants Apple and Google have infringed, and are continuing to
11 infringe, Krafton’s copyrights in Battlegrounds by reproducing, adapting, distributing,
12 publicly performing, and publicly displaying, and knowingly authorizing others to
13 reproduce, adapt, distribute, publicly perform, and publicly display, Free Fire and/or
14 Free Fire Max without authorization, in violation of the Copyright Act, 17 U.S.C. § 101
15 *et seq.*

16 155. Krafton has never authorized or given consent to Defendants Apple and
17 Google to use its copyrighted work in the manner complained of herein.

18 156. Defendants Apple’s and Google’s acts of infringement are willful, in
19 disregard of, and with indifference to Krafton’s rights.

20 157. As a direct and proximate result of the infringements alleged herein,
21 Krafton is entitled to its actual damages and to Defendants Apple’s and Google’s profits
22 in amounts to be proven at trial, which are not currently ascertainable, under 17 U.S.C.
23 § 504(b). Alternatively, Krafton is entitled to maximum statutory damages of \$150,000
24 for each copyright infringed, or in such other amount as may be proper under 17 U.S.C.
25 § 504(c).

26 158. Krafton is further entitled to its attorneys’ fees and full costs pursuant to
27 17 U.S.C. § 505.

1 166. On or about December 21, 2021, Krafton informed Defendants that Free
2 Fire and Free Fire Max infringed Krafton’s copyrights in Battlegrounds. Krafton
3 requested that Apple and Google remove Free Fire and Free Fire Max from their
4 respective stores no later than by January 5, 2022.

5 167. Despite their actual and constructive knowledge that Free Fire and Free
6 Fire Max infringe Krafton’s copyrights in Battlegrounds, to date, neither Apple nor
7 Google has removed Free Fire or Free Fire Max from their respective stores or
8 otherwise taken any action to prevent their customers from continuing to download the
9 infringing apps from their respective stores.

10 168. Instead, Apple and Google have continued to feature and otherwise
11 promote Free Fire and Free Fire Max on their respective stores and, separately, to
12 provide the means for Garena to engage with users who download Free Fire and Free
13 Fire Max through the Apple App Store and the Google Play store.

14 169. Apple and Google are liable as contributory copyright infringers for the
15 direct infringements described above. Defendants have actual and constructive
16 knowledge of their customers’ and users’ acts of direct infringement. And by failing to
17 take any action to prevent further infringement, Apple and Google have knowingly
18 caused, materially contributed to, and/or induced the unlawful reproduction,
19 distribution, and/or performance of Krafton’s copyrighted works.

20 170. Based on the foregoing, Apple and Google are ineligible for the safe harbor
21 under the Digital Millennium Copyright Act, to the extent such safe harbor is even
22 applicable to them.

23 171. Apple’s and Google’s infringement has been willful, intentional, and
24 purposeful.

25 172. Indeed, based on their actions, it is clear that Apple and Google only elect
26 to enforce their purported copyright policies when they are not indemnified by co-
27 infringers with deep pockets, like Garena.

28

1 173. As a direct and proximate result of the infringements alleged herein,
2 Krafton is entitled to its actual damages and to Apple's and Google's profits in amounts
3 to be proven at trial, which are not currently ascertainable, under 17 U.S.C. § 504(b).
4 Alternatively, Krafton is entitled to maximum statutory damages of \$150,000 for each
5 copyright infringed, or in such other amount as may be proper under 17 U.S.C. § 504(c).

6 174. Krafton is further entitled to its attorneys' fees and full costs pursuant to
7 17 U.S.C. § 505.

8 175. As a result of Apple's and Google's acts and conduct, Krafton has
9 sustained and will continue to sustain substantial, immediate, and irreparable injury for
10 which there is no adequate remedy at law. Upon information and belief, unless enjoined
11 and restrained by this Court, Apple and Google will continue to infringe Krafton's rights
12 in Battlegrounds. Krafton is entitled to temporary, preliminary, and permanent
13 injunctive relief to restrain and enjoin Apple's and Google's continuing infringing
14 conduct.

15 **THIRD CLAIM FOR RELIEF**

16 **Vicarious Copyright Infringement**

17 (Against Apple and Google)

18 176. Krafton repeats and realleges each and every allegation contained in
19 paragraphs 1 through 175 as if fully set forth herein.

20 177. Krafton is the owner of valid and registered copyrights in Battlegrounds.

21 178. Defendants, and their respective customers and users, have infringed, and
22 are continuing to infringe, Krafton's copyrights in Battlegrounds by reproducing,
23 adapting, distributing, publicly performing, and publicly displaying, and knowingly
24 authorizing others to reproduce, adapt, distribute, publicly perform, and publicly
25 display, Free Fire and Free Fire Max without authorization, in violation of the Copyright
26 Act, 17 U.S.C. § 101 *et seq.*

27 179. Specifically, Garena, using the Apple App Store and Google Play store,
28 has distributed the infringing Free Fire app in the United States. Free Fire is not

1 available through any other means in the United States. Since on or about September
2 28, 2021, Garena, using the Apple App Store and Google Play store, has distributed the
3 infringing Free Fire Max app in the United States. Free Fire Max is not available
4 through any other means in the United States.

5 180. Krafton has never authorized or given consent to Apple or Google, or any
6 of their customers or users, to use its copyrighted work in the manner complained of
7 herein.

8 181. The foregoing activity constitutes direct infringement in violation of 17
9 U.S.C. §§ 106 and 501, *et seq.*

10 182. Defendants are liable as vicarious copyright infringers for the direct
11 infringements described above.

12 183. Defendants have the legal and practical right and ability to supervise and
13 control the infringing activities that occur through the use of their respective platforms
14 and, at all relevant times, have had a financial interest in, and derived a financial benefit
15 from, the infringing use of their respective platforms.

16 184. Upon information and belief, Apple and Google each maintain the right to
17 remove apps from their respective platforms, for any reason, including but not limited
18 to claims that the apps are infringing.

19 185. Apple and Google each derive a direct financial benefit from their
20 customers' and users' infringement of Battlegrounds through their distribution,
21 reproduction, and/or performance of Free Fire and Free Fire Max. Among other
22 financial benefits, by failing to remove Free Fire and Free Fire Max from their
23 respective app stores, and by maintaining a relationship with Garena, Apple and Google
24 continue to receive substantial amounts of revenue through in-app purchases and
25 subscription fees paid by Free Fire and Free Fire Max users who download the app from
26 either the Apple App Store or the Google Play store. Further, because Apple and Google
27 require in-app purchases to be made through their respective payment systems, Apple
28 and Google retain additional revenue and highly valuable user and purchaser data. The

1 ability to download the highly popular infringing Free Fire and Free Fire Max has
2 served as a draw for Apple's and Google's existing customers and for new customers.
3 Further, given the popularity of Free Fire and/or Free Fire Max, there can be question
4 that the ability to download Free Fire and/or Free Fire Max serves as draw to users of
5 Apple's and Google's respective platforms.

6 186. Based on the foregoing, Apple and Google are ineligible for the safe harbor
7 under the Digital Millennium Copyright Act, to the extent such safe harbor is even
8 applicable to them.

9 187. Apple's and Google's infringement has been willful, intentional, and
10 purposeful.

11 188. Indeed, based on their actions, it is clear that Apple and Google only elect
12 to enforce their purported copyright policies when they are not indemnified by co-
13 infringers with deep pockets, like Garena.

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

19 190. Krafton is further entitled to its attorneys' fees and full costs pursuant to
20 17 U.S.C. § 505.

21 191. As a result of Apple's and Google's acts and conduct, Krafton has
22 sustained and will continue to sustain substantial, immediate, and irreparable injury for
23 which there is no adequate remedy at law. Upon information and belief, unless enjoined
24 and restrained by this Court, Defendants will continue to infringe Krafton's rights in
25 Battlegrounds. Krafton is entitled to temporary, preliminary, and permanent injunctive
26 relief to restrain and enjoin Defendants continuing infringing conduct.

FOURTH CLAIM FOR RELIEF

Direct Copyright Infringement

(Against Garena)

192. Krafton repeats and realleges each and every allegation contained in paragraphs 1 through 191 as if fully set forth herein.

193. Krafton is the owner of valid and registered copyrights in Battlegrounds.

194. For the period from April 13, 2019 to present, Garena has infringed, and is continuing to infringe, Krafton’s copyrights in Battlegrounds by reproducing, adapting, distributing, publicly performing, and publicly displaying, and knowingly authorizing others to reproduce, adapt, distribute, publicly perform, and publicly display Free Fire and Free Fire Max without authorization.

195. The foregoing activity constitutes direct infringement in violation of 17 U.S.C. §§ 106 and 501, *et seq.*

196. Krafton has never authorized or given consent to Garena to use its copyrighted work in the manner complained of herein.

197. Garena’s infringement has been willful, intentional, and purposeful.

198. As a direct and proximate result of the infringements alleged herein, Krafton is entitled to its actual damages and to Garena’s profits in amounts to be proven at trial, which are not currently ascertainable, under 17 U.S.C. § 504(b). Alternatively, Krafton 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).

199. Krafton is further entitled to its attorneys’ fees and full costs pursuant to 17 U.S.C. § 505.

200. As a result of Garena’s acts and conduct, Krafton has sustained and will continue to sustain substantial, immediate, and irreparable injury for which there is no adequate remedy at law. Upon information and belief, unless enjoined and restrained by this Court, Garena will continue to infringe Krafton’s rights in Battlegrounds.

1 Krafton is entitled to temporary, preliminary, and permanent injunctive relief to restrain
2 and enjoin Garena's continuing infringing conduct.

3 **FIFTH CLAIM FOR RELIEF**

4 **Contributory Copyright Infringement**

5 (Against Garena)

6 201. Krafton repeats and realleges each and every allegation contained in
7 paragraphs 1 through 200 as if fully set forth herein.

8 202. Krafton is the owner of valid and registered copyrights in Battlegrounds.

9 203. For the period from April 13, 2019 to present, Garena has infringed, and is
10 continuing to infringe, Krafton's copyrights in Battlegrounds by reproducing, adapting,
11 distributing, publicly performing, and publicly displaying, and knowingly authorizing
12 others to reproduce, adapt, distribute, publicly perform, and publicly display Free Fire
13 and Free Fire Max without authorization.

14 204. Krafton's copyrights in Battlegrounds have been, and are being, infringed
15 through the distribution of Free Fire and Free Fire Max on the Apple App Store and
16 Google Play store in the United States.

17 205. The foregoing activity constitutes direct infringement in violation of 17
18 U.S.C. §§ 106 and 501, *et seq.*

19 206. Upon information and belief, Garena has provided the apparent
20 authorization to Apple and Google to distribute Free Fire and Free Fire Max through
21 their respective app stores in the United States.

22 207. Krafton has never authorized or given consent to Garena to use its
23 copyrighted work in the manner complained of herein.

24 208. On or about December 21, 2021, Krafton informed Garena that Free Fire
25 and Free Fire Max infringed Krafton's copyrights in Battlegrounds. Krafton requested
26 that Garena revoke its apparent authorization to Apple and Google to distribute Free
27 Fire and Free Fire Max Free Fire Max no later than January 5, 2022.

28 209. Despite its actual and constructive knowledge that Free Fire and Free Fire

1 Max infringes Krafton's copyrights in Battlegrounds, Garena did not revoke its apparent
2 authorization to Apple and Google to distribute Free Fire and Free Fire Max.

3 210. Instead, Apple and Google have continued to feature and otherwise
4 promote Free Fire and Free Fire Max on their respective app stores.

5 211. Garena is liable as contributory copyright infringer for the direct
6 infringements described above. Garena has actual and constructive knowledge of their
7 customers' and users' acts of direct infringement. And by failing to take any action to
8 prevent further infringement, Apple and Google have knowingly caused, materially
9 contributed to, and/or induced the unlawful reproduction and distribution of Krafton's
10 copyrighted works.

11 212. Garena's infringement has been willful, intentional, and purposeful.

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

17 214. Krafton is further entitled to its attorneys' fees and full costs pursuant to
18 17 U.S.C. § 505.

19 215. As a result of Garena's acts and conduct, Krafton has sustained and will
20 continue to sustain substantial, immediate, and irreparable injury for which there is no
21 adequate remedy at law. Upon information and belief, unless enjoined and restrained
22 by this Court, Garena will continue to infringe Krafton's rights in Battlegrounds.
23 Krafton is entitled to temporary, preliminary, and permanent injunctive relief to restrain
24 and enjoin Garena's continuing infringing conduct.

1 **SIXTH CLAIM FOR RELIEF**

2 **Vicarious Copyright Infringement**

3 (Against Garena)

4 216. Krafton repeats and realleges each and every allegation contained in
5 paragraphs 1 through 215 as if fully set forth herein.

6 217. Krafton is the owner of valid and registered copyrights in Battlegrounds.

7 218. For the period from April 13, 2019 to present, Garena has infringed, and is
8 continuing to infringe, Krafton’s copyrights in Battlegrounds by reproducing, adapting,
9 distributing, publicly performing, and publicly displaying, and knowingly authorizing
10 others to reproduce, adapt, distribute, publicly perform, and publicly display Free Fire
11 and Free Fire Max without authorization.

12 219. Krafton’s copyrights in Battlegrounds have been, and are being, infringed
13 through the distribution of Free Fire and Free Fire Max on the Apple App Store and the
14 Google Play store in the United States.

15 220. The foregoing activity constitutes direct infringement in violation of 17
16 U.S.C. §§ 106 and 501, *et seq.*

17 221. Upon information and belief, Garena has provided the apparent
18 authorization to Apple and Google to distribute Free Fire and Free Fire Max through
19 their respective app stores in the United States.

20 222. Krafton has never authorized or given consent to Garena to use its
21 copyrighted work in the manner complained of herein.

22 223. On or about December 21, 2021, Krafton informed Garena that Free Fire
23 and Free Fire Max infringed Krafton’s copyrights in Battlegrounds. Krafton requested
24 that Garena revoke its apparent authorization to Apple and Google to distribute Free
25 Fire and Free Fire Max no later than January 5, 2022.

26 224. For the period from April 13, 2019 to present, Garena is liable as a
27 vicarious copyright infringer for the direct infringements described above.

1 225. Garena has the legal and practical right and ability to supervise and control
2 the infringing activities that occur through the Apple App Store and the Google Play
3 store and, at all relevant times, has had a financial interest in, and derived a financial
4 benefit from, the infringing use of Free Fire and Free Fire Max through those platforms.

5 226. Upon information and belief, Garena maintains the right to revoke its
6 apparent authorization to Apple and Google to distribute Free Fire and Free Fire Max
7 through their respective app stores and, upon information and belief, Apple and Google
8 would not continue to distribute Free Fire and Free Fire Max without such apparent
9 authorization.

10 227. Garena also derives a direct financial benefit from the distribution of Free
11 Fire and Free Fire Max by Apple and Google through their respective app stores.
12 Among other financial benefits, by failing to revoke its apparent authorization to Apple
13 and Google to distribute Free Fire and Free Fire Max, Garena continues to receive
14 substantial amounts of revenue through in-app purchases and subscription fees paid by
15 Free Fire and Free Fire Max users who download the app from either the Apple App
16 Store or the Google Play store. Further, the ability to download Free Fire and/or Free
17 Fire Max serves as a substantial draw to users of Apple's and Google's respective
18 platforms.

19 228. Garena's infringement has been willful, intentional, and purposeful.

20 229. As a direct and proximate result of the infringements alleged herein,
21 Krafton is entitled to its actual damages and to Garena's profits in amounts to be proven
22 at trial, which are not currently ascertainable, under 17 U.S.C. § 504(b). Alternatively,
23 Krafton is entitled to maximum statutory damages of \$150,000 for each copyright
24 infringed, or in such other amount as may be proper under 17 U.S.C. § 504(c).

25 230. Krafton is further entitled to its attorneys' fees and full costs pursuant to 17
26 U.S.C. § 505.

27 231. As a result of Garena's acts and conduct, Krafton has sustained and will
28 continue to sustain substantial, immediate, and irreparable injury for which there is no

1 adequate remedy at law. Upon information and belief, unless enjoined and restrained
2 by this Court, Garena will continue to infringe Krafton's rights in Battlegrounds.
3 Krafton is entitled to temporary, preliminary, and permanent injunctive relief to restrain
4 and enjoin Garena's continuing infringing conduct.

5 **SEVENTH CLAIM FOR RELIEF**

6 **Contributory Copyright Infringement**

7 (Against YouTube)

8 232. Krafton repeats and realleges each and every allegation contained in
9 paragraphs 1 through 231 as if fully set forth herein.

10 233. Krafton is the owner of valid and registered copyrights in Battlegrounds.

11 234. YouTube has infringed, and is continuing to infringe, Krafton's copyrights
12 in Battlegrounds by knowingly authorizing others to reproduce, adapt, distribute,
13 publicly perform, and publicly display the film *Biubiubiu*, which infringes Krafton's
14 copyrights in Battleground, without authorization, in violation of the Copyright Act, 17
15 U.S.C. § 101 *et seq.*

16 235. In addition, YouTube has infringed, and is continuing to infringe,
17 Krafton's copyrights in Battlegrounds by knowingly authorizing others to reproduce,
18 adapt, distribute, publicly perform, and publicly display, videos featuring gameplay
19 from Free Fire and Free Fire Max, which infringes Krafton's copyrights in
20 Battlegrounds, without authorization, in violation of the Copyright Act, 17 U.S.C. § 101
21 *et seq.*

22 236. Krafton has never authorized or given consent to YouTube to use its
23 copyrighted work in the manner complained of herein.

24 237. YouTube's acts of infringement are willful, in disregard of, and with
25 indifference to Krafton's rights.

26 238. YouTube failed to expeditiously remove the identified gameplay videos or
27 the posts featuring *Biubiubiu* from its platform after receiving notices from Krafton that
28 these posts infringe Krafton's rights and is unable to avail itself of any of the safe

1 harbors of Section 512 of the DMCA, to the extent any of those safe harbors were even
2 available to it.

3 239. YouTube is liable as a contributory copyright infringer for the direct
4 infringements described above. YouTube has actual and constructive knowledge of
5 their customers' and users' acts of direct infringement. And by failing to take any action
6 to prevent further infringement, YouTube has knowingly caused, materially contributed
7 to, and/or to the unlawful reproduction and distribution of Krafon's copyrighted works.

8 240. As a direct and proximate result of the infringements alleged herein,
9 Krafon is entitled to its actual damages and to YouTube's profits in amounts to be
10 proven at trial, which are not currently ascertainable, under 17 U.S.C. § 504(b).
11 Alternatively, Krafon is entitled to maximum statutory damages of \$150,000 for each
12 copyright infringed, or in such other amount as may be proper under 17 U.S.C. § 504(c).

13 241. Krafon is further entitled to its attorneys' fees and full costs pursuant to
14 17 U.S.C. § 505.

15 242. As a result of YouTube's acts and conduct, Krafon has sustained and will
16 continue to sustain substantial, immediate, and irreparable injury for which there is no
17 adequate remedy at law. Upon information and belief, unless enjoined and restrained
18 by this Court, YouTube will continue to infringe Krafon's rights in Battlegrounds.
19 Krafon is entitled to temporary, preliminary, and permanent injunctive relief to restrain
20 and enjoin YouTube continuing infringing conduct.

21 **EIGHTH CLAIM FOR RELIEF**

22 **Vicarious Copyright Infringement**

23 (Against YouTube)

24 243. Krafon repeats and realleges each and every allegation contained in
25 paragraphs 1 through 242 as if fully set forth herein.

26 244. YouTube has infringed, and is continuing to infringe, Krafon's copyrights
27 in Battlegrounds by knowingly authorizing others to reproduce, adapt, distribute,
28

1 publicly perform, and publicly display the film *Biubiubiu*, without authorization, in
2 violation of the Copyright Act, 17 U.S.C. § 101 *et seq.*

3 245. In addition, YouTube has infringed, and is continuing to infringe,
4 Krafton's copyrights in *Battlegrounds* by knowingly authorizing others to reproduce,
5 adapt, distribute, publicly perform, and publicly display, videos featuring gameplay
6 from *Free Fire* and *Free Fire Max* without authorization, in violation of the Copyright
7 Act, 17 U.S.C. § 101 *et seq.*

8 246. Krafton has never authorized or given consent to YouTube to use its
9 copyrighted work in the manner complained of herein.

10 247. YouTube's acts of infringement are willful, in disregard of, and with
11 indifference to Krafton's rights.

12 248. YouTube failed to expeditiously remove the identified gameplay videos or
13 the posts featuring *Biubiubiu* from its platform after receiving multiple notices from
14 Krafton that these posts infringe Krafton's rights is unable to avail itself of any of the
15 safe harbors of Section 512 of the DMCA, to the extent any of those safe harbors were
16 even available to it.

17 249. YouTube has the legal and practical right and ability to supervise and
18 control the infringing activities that occur through its platform and, at all relevant times,
19 has had a financial interest in, and derived a financial benefit from, the infringing use
20 of *Free Fire* and *Free Fire Max* through those platforms.

21 250. Upon information and belief, YouTube maintains the right to remove
22 infringing content from its platform.

23 251. Upon information and belief, YouTube derives a direct financial benefit
24 from hosting the infringing posts on its platform, through advertising and other
25 sources of revenue.

26 252. As a direct and proximate result of the infringements alleged herein,
27 Krafton is entitled to its actual damages and to YouTube's profits in amounts to be
28 proven at trial, which are not currently ascertainable, under 17 U.S.C. § 504(b).

1 Alternatively, Krafton is entitled to maximum statutory damages of \$150,000 for each
2 copyright infringed, or in such other amount as may be proper under 17 U.S.C. § 504(c).

3 253. Krafton is further entitled to its attorneys' fees and full costs pursuant to
4 17 U.S.C. § 505.

5 254. As a result of YouTube's acts and conduct, Krafton has sustained and will
6 continue to sustain substantial, immediate, and irreparable injury for which there is no
7 adequate remedy at law. Upon information and belief, unless enjoined and restrained
8 by this Court, YouTube will continue to infringe Krafton's rights in Battlegrounds.
9 Krafton is entitled to temporary, preliminary, and permanent injunctive relief to restrain
10 and enjoin YouTube continuing infringing conduct.

11 **PRAYER FOR RELIEF**

12 **WHEREFORE**, Plaintiffs pray that this Court enter judgment in their favor on
13 each and every claim for relief set forth above and award Plaintiffs relief, including, but
14 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 Krafton's copyrighted works, including by
19 copying, selling (including any and all in-app purchases), marketing, distributing, or
20 publicly performing Free Fire and Free Fire Max or any substantially similar product,
21 and specifically with respect to YouTube, posts featuring infringing gameplay of Free
22 Fire or Free Fire Max and the infringing film *Biubiubiu* or any substantially similar
23 product.

24 2. Requiring Defendants to deliver to Krafton all copies of materials that
25 infringe or violate any of Krafton's rights described herein.

26 3. Requiring Defendants to provide Krafton with an accounting of any and
27 all sales of products or services that infringe or violate any of Krafton's rights described
28 herein.

1 4. Awarding Krafton monetary relief, including damages sustained by
2 Krafton in an amount not yet determined, including actual damages and/or Defendants’
3 profits, or statutory damages for copyright infringement and willful copyright
4 infringement under 17 U.S.C. § 504, as appropriate.

5 5. Awarding Krafton its costs and attorneys’ fees in this action pursuant to 17
6 U.S.C. § 505.

7 6. Awarding such other and further relief as this Court may deem just and
8 proper.

9 **DEMAND FOR JURY TRIAL**

10 Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs demand a
11 trial by jury on all issues so triable.

12
13 Dated: January 10, 2022

Respectfully submitted,

14 **WINSTON AND STRAWN LLP**

15 By: */s/ David P. Enzlinger*
16 David P. Enzlinger (SBN: 137065)
 denzlinger@winston.com
17 Michael A. Tomasulo (SBN: 179389)
 mtomasulo@winston.com
18 Diana Hughes Leiden (SBN: 267606)
 dhleiden@winston.com
19 333 S. Grand Avenue
 Los Angeles, CA 90071
20 Telephone: 213-615-1700
 Facsimile: 213-615-1750

21 *Attorneys for Plaintiffs*
22 *KRAFTON, INC. and PUBG SANTA*
 MONICA, INC.