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The Honorable Grady J Leupold

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

NINTENDO OF AMERICA INC.,
a Washington corporation,

Plaintiff,

v.

RYAN MICHAEL DALY d/b/a
MODDED HARDWARE,
an individual,

Defendant.

Civil Action No. 24-cv-00958-GJL

ANSWER TO COMPLAINT,
AFFIRMATIVE DEFENSES AND JURY
DEMAND

NOW COMES Defendant Ryan Daly (“Defendant” or “Daly”), *pro se*, and for his answer to Plaintiff’s Complaint, states as follows:

1. Nintendo of America Inc. (“NOA”) - along with its parent, Nintendo Co., Ltd. (collectively referred to herein as “Nintendo”) - develops and distributes the Nintendo Switch game console, which is one of the most popular video game consoles of all time, as well as the proprietary and copyrighted software that serves as the Nintendo Switch operating system. NOA also owns the U.S. copyrights and/or publishes in the United States (*i.e.*, markets and distributes pursuant to exclusive license) award-winning video games that can be played only on Nintendo consoles. To protect its intellectual property against video game piracy, and to ensure that only authorized and licensed Nintendo Switch games can be played on Nintendo Switch consoles, Nintendo designed the Nintendo Switch console and Nintendo Switch games with a set of sophisticated technological security features. These security features are intended to, and in their ordinary course of operation effectively do, prevent misuse and modification of the Nintendo Switch and Nintendo Switch games, including by preventing unauthorized

1 operating systems from being installed on the Nintendo Switch, preventing Nintendo Switch
2 games from being accessed, copied, and distributed without authorization, and preventing
3 pirated copies of Nintendo Switch games from being played on the Nintendo Switch.

4 **ANSWER: Defendant is without sufficient information to either admit or deny the**
5 **allegations of this paragraph, and on that basis, denies them.**

6
7 2. By this action, NOA seeks redress for, and to put an immediate stop to, ongoing and
8 willful unlawful conduct by Defendant Ryan Michael Daly (“Defendant”). Defendant is the
9 owner and operator of the website www.moddedhardware.com (the “Website”). Via the
10 Website, Defendant sells a variety of products specifically designed (and with no commercial
11 purpose other than) to circumvent Nintendo’s technological protection measures. Among these
12 products are hardware chips that disable the Nintendo Switch console’s built-in access and
13 copy control technology (“Mod-Chips”), as well as devices that allow pirated games to be
14 copied to or placed on Nintendo Switch-compatible memory cards (the “MIG Switch”) or
15 allow unauthorized copying of authentic Nintendo Switch game cartridges (the “MIG
16 Dumper”) (collectively the “MIG Devices”). (The Mod-Chips and MIG Devices are referred
17 to collectively herein as the “Circumvention Devices”). Additionally, for those without the
18 technical expertise to install Mod-Chips, Defendant offers services (the “Circumvention
19 Services”) where he modifies Nintendo Switch consoles and installs Mod-Chips. As part of his
20 Circumvention Services, Defendant sells Nintendo Switch consoles with Mod-Chips pre-
21 installed and offers mail-in Mod-Chip installation services, where users can send Defendant
22 their Nintendo Switch console for him to install the Mod-Chips (collectively the “Hacked
23 Consoles”). Additionally, as part of Defendant’s Circumvention Services, Defendant installs a
24 suite of unauthorized software products on the Hacked Consoles which modify their function
25 to enable the play of pirated games, and, among other things, enable a user to decrypt, copy,
26 and distribute Nintendo Switch games, use unauthorized Nintendo Switch firmware, and
27 obtain and copy proprietary cryptographic keys, such as the software products known as
28 “Lockpick” and “Sigpatches” (referred to collectively herein as the “Circumvention
Software”).

21 **ANSWER: Denied.**

23 3. Defendant not only offers the hardware and firmware to create and play pirated games,
24 but he also provides his customers with copies of pirated Nintendo games. Typically, when a
25 customer purchases a Hacked Console or the Circumvention Services, Defendant pre-installs
26 on the console a portfolio of ready-to-play pirated games, including some of Nintendo’s most
27 popular titles such as its *Super Mario*, *The Legend of Zelda*, and *Metroid* games.

27 **ANSWER: Denied.**

1 4. The harm to Nintendo from Defendant’s sale and distribution of the Circumvention
2 Devices, Hacked Consoles, and Circumvention Services is substantial and irreparable.
3 Nintendo’s business relies upon the authorized and licensed sale of authentic copies of its video
4 games, and upon the trust it has built over decades with third-party game developers that the
5 games they develop will not be illegally distributed and played. Defendant’s products and
6 services not only deprive Nintendo and its licensees of revenue from the sales of lawful copies
7 of Nintendo games but also foster and encourage the illegal distribution of pirated Nintendo
8 content. Indeed, because pirated Nintendo Switch games cannot be used or created without a
9 Hacked Console and related software and hardware, it is only because of products and services
10 such as those sold by Defendant that illegal marketplaces distributing pirated games exist and
11 thrive.

12 **ANSWER: Defendant is without sufficient information to either admit or deny the**
13 **allegations of this paragraph, and on that basis, denies them.**

14 5. Defendant is well aware that his conduct is unlawful and infringes Nintendo’s
15 intellectual property rights. On March 15, 2024, NOA representatives personally contacted
16 Defendant to advise him that by selling and offering the Circumvention Devices, Hacked
17 Consoles, and Circumvention Services, he was in willful violation of Nintendo’s rights. In
18 order to avoid litigation, Defendant agreed, both verbally and in a signed writing, to cease his
19 infringing conduct. In reliance on these representations, NOA refrained from filing a lawsuit
20 at that time.

21 **ANSWER: Denied.**

22 6. Notwithstanding his oral and written representations, Defendant did not cease his
23 unlawful conduct. Instead, he continued to sell Hacked Consoles and Circumvention Devices,
24 as well as to provide Circumvention Services, through the Website. NOA attempted to contact
25 Defendant informally to discuss this conduct, but he ignored NOA’s outreach. On May 17,
26 2024, NOA provided Defendant with a final written warning and opportunity to resolve this
27 matter. Defendant again chose to ignore that warning and continued his unlawful activities. As
28 a result, NOA was left with no choice but to file this lawsuit.

ANSWER: Denied.

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

- (a) First, by selling and distributing Circumvention Devices and Hacked Consoles, and
by offering Circumvention Services, Defendant has violated the anticircumvention
provisions of the Digital Millennium Copyright Act (“DMCA”), including both 17

1 U.S.C. § 1201(a)(2) and 1201(b)(1). Specifically, Defendant has engaged in selling,
2 importing, offering, providing, and otherwise trafficking in technologies that
3 circumvent or evade technologies used by Nintendo to control access to its consoles
4 and game software, and to protect against unauthorized copying and distribution of
5 Nintendo Switch games.

6 (b) Second, by pre-installing onto Hacked Consoles unauthorized copies of copyrighted
7 Nintendo games, Defendant has infringed NOA's copyrights in its video game
8 software.

9 (c) Third, by selling and distributing Circumvention Devices and Hacked Consoles, and
10 by offering Circumvention Services, to members of the public, knowing and
11 intending that such products and services will be used by Defendant's customers to
12 create, distribute, or obtain (*e.g.*, via download) and play pirated Nintendo games, 28
13 Defendant has engaged in acts of contributory infringement.

14 (d) Fourth, by marketing, advertising, selling and otherwise encouraging members of the
15 public to purchase Circumvention Devices, Hacked Consoles, and Circumvention
16 Services, Defendant has himself violated and induced his customers to violate their
17 agreements with NOA, including the End-User License Agreements ("EULA") that
18 all Nintendo Switch users are required to consent to prior to using their consoles, and
19 has himself breached the EULA.

20 **ANSWER: Denied.**

21 8. Without the intervention of this Court, Defendant will continue to engage in his illegal
22 conduct undeterred and without accountability or punishment, causing continued and
23 irreparable harm to Nintendo.

24 **ANSWER: Denied.**

25 9. Nintendo of America Inc. ("NOA") is a Washington corporation with its principal
26 place of business in Redmond, Washington. NOA is a wholly owned subsidiary of Nintendo
27 Co., Ltd., a Japanese company headquartered in Kyoto, Japan (collectively, Nintendo of
28 America Inc. and Nintendo Co., Ltd. are referred to herein as "Nintendo"). NOA is
responsible for the marketing and sale of electronic video game consoles, games, and
accessories developed by Nintendo, including the Nintendo Switch, Nintendo Switch Lite,
and Nintendo Switch OLED consoles (collectively the "Nintendo Switch"), as well as the
proprietary and copyrighted software that serves as the Nintendo Switch's operating system
and firmware. NOA is the publisher and owner of exclusive rights in the United States of
many popular games and game franchises developed by Nintendo and/or its development
partners, including the *Super Mario*, *The Legend of Zelda*, and *Metroid* games, among others.

1 NOA also is responsible for the enforcement of Nintendo’s intellectual property rights in the
2 United States.

3 **ANSWER: Defendant is without sufficient information to either admit or deny the**
4 **allegations of this paragraph, and on that basis, denies them.**

5
6 10. NOA is informed and believes, and on that basis alleges, that Defendant Ryan Michael
7 Daly is an individual residing in Davison, Michigan. At all relevant times, Defendant has used
8 the online aliases “Homebrew Homie,” and “Homebrew Homies.” Defendant is the owner and
9 operator of the website www.moddedhardware.com (the “Website”). Defendant is in the
10 business of selling Circumvention Devices and Hacked Consoles and offering Circumvention
11 Services. Defendant engages in this business primarily via the Website, but also via his
12 personal social media accounts.

13 **ANSWER: Defendant admits that he lives in Michigan and has used screen names from**
14 **time to time. Defendant admits that he owns moddedhardware.com. Otherwise denied.**

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

18 **ANSWER: No contest.**

19 12. This Court has subject matter jurisdiction over NOA’s claims for violating the anti-
20 circumvention provisions of the DMCA, for copyright infringement, and for contributory
21 copyright infringement pursuant to 28 U.S.C. §§ 1331 and 1338(a). Pursuant to 28 U.S.C. §
22 1367, this Court has supplemental jurisdiction over NOA’s state law claims for breach of
23 contract and intentional interference with contractual relations, which are so related to NOA’s
24 federal claims as to be part of the same case or controversy.

25 **ANSWER: Denied.**

26 13. Defendant has consented to the jurisdiction of this Court, including by entering into
27 written contracts with NOA (including the EULA), which is headquartered in the State of
28 Washington, and agreeing in a signed document that claims against him may be brought in this
District. Defendant also is subject to the jurisdiction of this Court because he transacts business
in the State of Washington and in this District. Specifically, NOA is informed and believes,
and on that basis alleges, that Defendant has marketed, offered to the public, and otherwise
trafficked in Circumvention Devices, Hacked Consoles, and Circumvention Services in this

1 District; has sold and shipped Circumvention Devices to residents of this District; has provided
2 unauthorized copies of Nintendo software to residents of this District; and/or has encouraged
3 individuals in this District to engage in acts of copyright infringement and/or to violate their
4 agreements with NOA. Additionally, Defendant is subject to jurisdiction in this Court because
5 he knowingly targeted the State of Washington, the location of NOA's headquarters. Thus,
6 Defendant expected or should reasonably have expected his acts to have consequences and
7 cause harm in the State of Washington. NOA's claims arise out of and relate to Defendant's
8 activities in this District.

9 **ANSWER: Denied.**

10 14. Defendant has consented to venue in this District. Venue also is proper in this District
11 pursuant to 28 U.S.C. § 1391, because Defendant is an individual who is subject to personal
12 jurisdiction in this District.

13 **ANSWER: Denied.**

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

17 **ANSWER: Defendant is without sufficient information to either admit or deny the**
18 **allegations of this paragraph, and on that basis, denies them.**

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

25 **ANSWER: Defendant is without sufficient information to either admit or deny the**
26 **allegations of this paragraph, and on that basis, denies them.**

27 17. Nintendo also has developed, published, and distributed a catalog of video games for
28 the Nintendo Switch and other Nintendo consoles, such as the Nintendo Entertainment System,
Nintendo 64, Nintendo GameCube, Wii, Wii U, and Game Boy consoles. NOA owns the U.S.
copyrights in its video games and is the exclusive publisher and distributor of such games in

1 the United States. Since 1983, Nintendo has sold more than 5.5 billion video games and 800
2 million of its consoles. The top five Nintendo-developed copyrighted Nintendo Switch games
3 have sold over 27 million copies each, rising above 200 million sales in total. Among the video
4 games owned by NOA or distributed under exclusive license to NOA are the games identified
5 on Schedule A (the “Nintendo Games”).

6 **ANSWER: Defendant is without sufficient information to either admit or deny the**
7 **allegations of this paragraph, and on that basis, denies them.**

8 18. Nintendo has built its company through substantial creative and financial investment
9 in the development and marketing of new consoles, video games, products, technological
10 protection measures, and intellectual property. Nintendo has garnered significant consumer
11 awareness and goodwill through its commitment to developing and delivering innovative, fun,
12 and memorable video game consoles and games. Each of the Nintendo Games are creative,
13 audiovisual works with detailed stories, characters, and elements that are wholly original and
14 protected by the Copyright Act. Nintendo video game consoles and games are enjoyed by tens
15 of millions of consumers in the United States and abroad.

16 **ANSWER: Defendant is without sufficient information to either admit or deny the**
17 **allegations of this paragraph, and on that basis, denies them.**

18 19. The popularity of Nintendo’s video games and video game consoles has made Nintendo
19 the target of intellectual property pirates and hackers. These individuals or entities benefit from
20 Nintendo’s innovation and investment by making unauthorized copies of Nintendo video
21 games, or by creating and selling and/or distributing the means by which others can copy and
22 distribute unauthorized, pirated copies of Nintendo video games or play such copies on a
23 Nintendo console.

24 **ANSWER: Defendant is without sufficient information to either admit or deny the**
25 **allegations of this paragraph, and on that basis, denies them.**

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

1 **ANSWER: Defendant is without sufficient information to either admit or deny the**
2 **allegations of this paragraph, and on that basis, denies them.**
3

4 21. Among the methods used by Nintendo to prevent the use and dissemination of pirated
5 games is the development and implementation of sophisticated technological protection
6 measures to protect and control access to its consoles and to copyrighted Nintendo video
7 games. These technological protection measures (referred to hereinafter as the “TPMs”) are
8 incorporated into both Nintendo’s video game consoles (the “Console TPMs”) and Nintendo
9 video game software products (the “Game TPMs”). Nintendo’s TPMs work in concert to
prevent unauthorized access to and copying of Nintendo’s copyrighted works, as well as the
unauthorized play of pirated games on Nintendo consoles. Nintendo’s TPMs include the
following:

10 **ANSWER: Defendant is without sufficient information to either admit or deny the**
11 **allegations of this paragraph, and on that basis, denies them.**
12

13 22. First, as part of the Console TPMs, during the boot process the Nintendo Switch
14 console performs a series of authentication checks to ensure that the operating system being
15 used by the console is the authentic Nintendo Switch operating system. If a user attempts to
load or launch an unauthorized operating system onto a Nintendo Switch, the authentication
checks will fail and the console will not operate.

16 **ANSWER: Defendant is without sufficient information to either admit or deny the**
17 **allegations of this paragraph, and on that basis, denies them.**
18

19 23. Second, as part of the Game TPMs, both physical and digital versions of Nintendo
20 Switch games are protected by complex sets of encryption and decryption protocols. A set of
21 proprietary cryptographic keys are required to decrypt and play Nintendo Switch video games.
22 The Grune TPMs also include sets of proprietary security protocols that permit the Nintendo
23 Switch console to interact only with either authentic Nintendo Switch cartridges, which are
24 physical cards inserted in a Nintendo Switch console, or legitimate video game files
25 downloaded from the Nintendo eShop. The Grune TPMs, among other things, ensure that
Nintendo games cannot be copied to or accessed on an unauthorized device and that only
authentic, authorized game files or cartridges can be played on an authentic Nintendo Switch
console.

1 **ANSWER: Defendant is without sufficient information to either admit or deny the**
2 **allegations of this paragraph, and on that basis, denies them.**

3
4 24. The Console TPMs and Grune TPMs work together to effectively control access to and
5 copying of Nintendo’s copyrighted works. Nintendo Switch games can only be decrypted,
6 accessed, played, and copied through the use of special, unauthorized software designed to
7 circumvent the Grune TPMs (the “Circumvention Software”). Moreover, the Circumvention
8 Software cannot be used or installed on a Nintendo Switch console without bypassing or
9 circumventing the Console TPMs. In other words, Nintendo Switch users wishing to play or
10 copy Nintendo Switch games must bypass and/or circumvent at least two layers of protection,
11 a process that requires circumvention of both Nintendo hardware and software. Additionally,
12 in the normal course of operation it is not possible to use non-authentic cartridges in a Nintendo
13 Switch console.

14 **ANSWER: Defendant is without sufficient information to either admit or deny the**
15 **allegations of this paragraph, and on that basis, denies them.**

16 25. Another way that Nintendo maintains the integrity of its consoles and games is through
17 contractual measures. Before using the Nintendo Switch, all users are required to consent to a
18 Nintendo Switch End User License Agreement (“EULA”). Users consent to the EULA either
19 by clicking the “accept” button when presented with the EULA on their system, or by using
20 the system. If a user does not consent to the terms of the EULA, they will be unable to use the
21 console and may request a refund.

22 **ANSWER: Defendant is without sufficient information to either admit or deny the**
23 **allegations of this paragraph, and on that basis, denies them.**

24 26. Under the EULA, users are granted a limited license to “use the software, content, and
25 data that came with the Console, or that is compatible with or authorized for use in connection
26 therewith, including any updates or replacement to that software, content, or data that
27 [Nintendo] or [its] authorized providers make available to you (collectively, the ‘Software’).”

28 **ANSWER: Defendant is without sufficient information to either admit or deny the**
allegations of this paragraph, and on that basis, denies them.

1 27. The EULA further states that players “may not publish, copy, modify, reverse engineer,
2 lease, rent, decompile, disassemble, distribute, offer for sale, or create derivative works of any
3 portion of the Software, or bypass, modify, defeat, tamper with, or circumvent any of the
4 functions or protections of the Console, unless otherwise permitted by law.” Users also agree
5 under the EULA that they will not “use the Console in an unlawful manner or to access the
6 consoles, devices, accounts, or data of others (including Nintendo) without their (or
7 [Nintendo’s]) consent.”

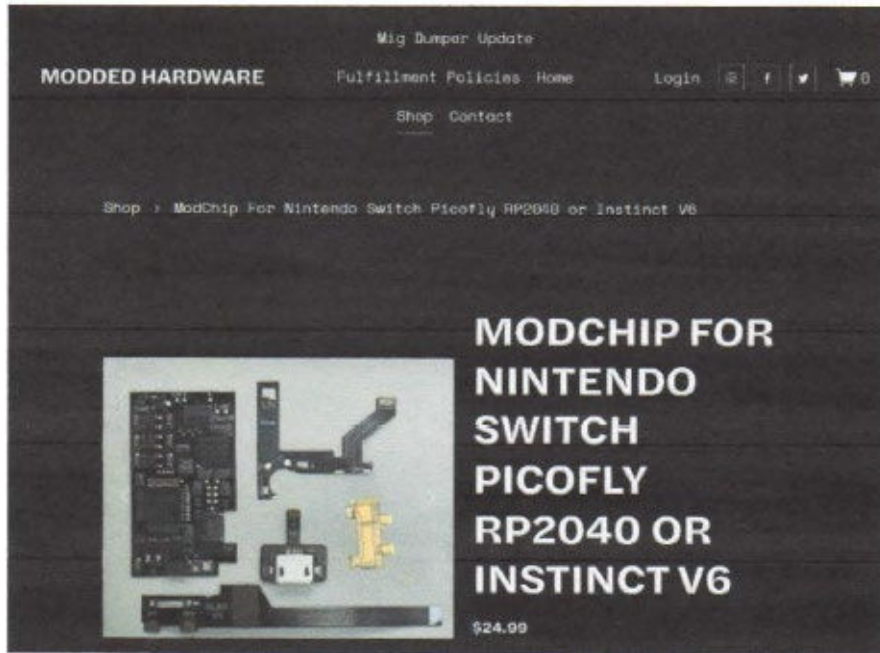
8
9 **ANSWER: Defendant is without sufficient information to either admit or deny the**
10 **allegations of this paragraph, and on that basis, denies them.**
11

12 28. Defendant is the owner and operator of a for-profit online business known as “Modded
13 Hardware,” located at www.moddedhardware.com (the “Website”). Via the Website,
14 Defendant offers for sale a variety of products and services designed to circumvent and bypass
15 Nintendo’s TPMs.

16 **ANSWER: Denied.**
17

18 29. Among the products offered for sale by Defendant on the Website are the following:
19

20 (a) “**Mod-Chips**” such as the PicoFly RP2040, HWFly, and Instinct V6. Defendant
21 markets the Mod-Chips on his Website as “treasures for every Nintendo Switch owner.
22 Whether you’re looking to enhance your gaming experience, run custom firmware, or simply
23 explore the full potential of your console, this modchip is the perfect option.” The Mod-Chips
24 are hardware devices that, when installed into a Nintendo Switch console, circumvent
25 Nintendo’s Console TPMs that restrict access to the console and prevent unauthorized, custom
26 firmware and operating systems and software from being installed. Whereas authorized retail
27 Nintendo Switch consoles cannot run unauthorized firmware or operating systems, consoles
28 that have been modified with the Mod-Chips are able to run a variety of unauthorized operating
systems and software products that are designed to enable users to download and play pirated
Nintendo games. Defendant sells the Mod-Chips for \$24.99, as illustrated below:



(b) **Hacked Nintendo Switch Consoles**, which are Nintendo Switch consoles that Defendant opened up and installed a Mod-Chip (the “Hacked Consoles”). Defendant offers “new” Hacked Consoles (*i.e.*, new consoles he has acquired and modified), as well as “Mail In Services.” Defendant describes his Nintendo Switch mail-in service as follows:

This is a Mail-in Service were[sic] we will install a modchip onto your Nintendo Switch OLED / Lite / VI or V2! Then we add all the amazing software listed bellow[sic] to your Nintendo switch OLED / Lite / V 1 or V2 in the sd card size selected. After that we simply mail the system back to you for you to enjoy.

Along with that we provide expert help and a bunch of video’s [sic] on how to use your device and how to get up and running with unlocking the full potential of your Nintendo switch system.

As part of Defendant’s Circumvention services, he offers the Hacked Consoles pre-installed with unauthorized Nintendo Switch firmware. Additionally, as part of his Circumvention Services Defendant pre-installs Circumvention Software onto these Hacked Consoles, as well as illegal, unauthorized copies of dozens, if not hundreds, of copyrighted Nintendo video games, including but not limited to the Nintendo Games identified in **Schedule A**.

Defendant sells Hacked Consoles at prices ranging from \$79.99 (for Mail-in Services) and \$399.00 (for Switch Lite consoles) to \$669.99 (for special edition consoles). An exemplar image of the product page for Hacked Consoles on the Website appears below:



(c) **MIG Devices** are devices that enable a user to create unauthorized copies of Nintendo Switch games or play pirated Nintendo Switch games on their Nintendo Switch console. In particular, the MIG Switch is a “flash cart” which allows users to play unauthorized, pirated copies of Nintendo Switch games that have been installed onto a micro-SD card in an authentic unmodified Nintendo Switch console. In order to achieve this, a MIG Switch circumvents Nintendo’s TPMs by tricking the Nintendo Switch console into treating unauthorized, pirated copies of Nintendo Switch games as authorized, official Nintendo Switch game cartridges. The MIG Dumper is a device that plugs into a user’s computer and allows a user to copy (or “dump”) an authentic Nintendo Switch game cartridge onto another readable memory, such as a computer hard-drive or micro-SD memory card. The MIG Dumper necessarily circumvents Nintendo’s Game TPMs by allowing users to copy Nintendo Switch game files from an authentic Nintendo Switch game cartridge to an unprotected memory card or storage medium, distribute those games to others, and/or play those games in unauthorized ways, such as by using a MIG Switch with an authentic, unmodified Nintendo Switch console. The MIG Dumper also necessarily circumvents Nintendo’s Game TPMs by allowing users to access and/or play authentic Nintendo Switch cartridges on an unauthorized device using additional circumvention software, such as a Nintendo Switch emulator. Defendant sells MIG Dumpers and MIG Switch devices for \$62.99 each, or \$119.99 for the set. An exemplar image of a “shop” page from the Website for MIG Switch and MIG Switch dumpers appears below:



ANSWER: Denied.

30. The Mod-Chips and MIG Devices (collectively, the “Circumvention Devices”) and Hacked Consoles are and/or contain technology designed and marketed for the purpose of circumventing Nintendo’s TPMs. Specifically, each of these products is designed to circumvent Nintendo’s TPMs that prevent users from accessing and modifying Nintendo’s firmware and operating system, accessing or copying Nintendo video games, and playing pirated Nintendo video games. Customers who purchase Defendant’s products or services are easily able to play pirated copies of Nintendo video games that they downloaded from the internet. They also are able to copy their own Nintendo video games and re-distribute them, and to otherwise cause Nintendo Switch consoles to operate in ways that they were not designed to operate.

ANSWER: Defendant is without sufficient information to either admit or deny the allegations of this paragraph, and on that basis, denies them.

31. On March 15, 2024, representatives of NOA contacted Defendant to demand that he immediately cease and desist from any further distribution or sale of the Mod-Chips, Hacked Consoles, and MIG Switches, and that he cease from providing any further Circumvention Services. NOA advised Defendant that if he was unwilling to cooperate, NOA would have no choice but to commence litigation.

1 **ANSWER: Defendant is without sufficient information to either admit or deny the**
2 **allegations of this paragraph, and on that basis, denies them.**

3
4 32. In response to NOA's demand, Defendant agreed to cease his conduct and executed a
5 written agreement confirming that his conduct is unlawful and that he would immediately cease
6 from any further distribution and sale of Circumvention Devices, Hacked Consoles, or
7 Circumvention Services. Relying on the written and oral representations made by Defendant,
8 NOA declined to file a lawsuit against Defendant in March 2024.

9 **ANSWER: Defendant is without sufficient information to either admit or deny the**
10 **allegations of this paragraph, and on that basis, denies them.**

11 33. Shortly thereafter, NOA discovered that Defendant was not complying with his
12 obligations. Specifically, NOA learned that the Website-despite Defendant's explicit written
13 and oral representations-remained fully operational, and that Defendant was continuing to
14 market, distribute, and sell Circumvention Devices, Hacked Consoles, and Circumvention
15 Services. NOA sought to contact Defendant, but he failed to respond to multiple inquiries.

16 **ANSWER: Defendant is without sufficient information to either admit or deny the**
17 **allegations of this paragraph, and on that basis, denies them.**

18 34. NOA delivered a formal cease and desist letter to Defendant on May 18, 2024.
19 The letter advised Defendant that if he did not respond and did not cease and desist from any
20 further sale of the Circumvention Devices, Hacked Consoles, and Circumvention Services by
21 May 24, 2024, NOA would commence litigation. Defendant acknowledged receipt of the letter
22 but did not respond to it by the deadline provided, May 24, 2024. NOA also discovered that
23 even after receiving the letter Defendant continued to sell and/or distribute Hacked Consoles
24 and MIG Devices to members of the public.

25 **ANSWER: Defendant is without sufficient information to either admit or deny the**
26 **allegations of this paragraph, and on that basis, denies them.**

27 35. On June 11, 2024, nearly two weeks after the May 24 deadline, NOA received a
28 communication from a lawyer purporting to represent Defendant. On June 14, 2024, in
response to this communication, NOA offered Defendant (through his counsel) a final
opportunity to resolve this dispute, with a deadline of June 19, 2024. On June 17, 2024, NOA

1 received a communication from Defendants’ counsel that Defendant was in the process of
2 obtaining new counsel and would likely not respond to NOA’s offer by the June 19 deadline.
3 As of the date of this complaint, NOA has not received any further communication from
4 Defendant or any attorney representing Defendant.

4 **ANSWER: Defendant is without sufficient information to either admit or deny the**
5 **allegations of this paragraph, and on that basis, denies them.**

6
7 **FIRST CLAIM FOR RELIEF**
8 **Trafficking In Circumvention Devices In Violation of 17 U.S.C. § 1201(a)(2)**

9 36. NOA incorporates the factual allegations in Paragraphs 1 through 35 as if fully set forth
10 herein.

11 **ANSWER: Defendant restates and incorporates by reference his answers above as**
12 **though fully restated herein.**

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

- 18 (A) is primarily designed or produced for the purpose of circumventing a technological
19 measure that effectively controls access to a work protected under [the Copyright
20 Act];
21 (B) has only limited commercially significant purpose or use other than to circumvent a
22 technological measure that effectively controls access to a work protected under [the
23 Copyright Act]; or
24 (C) is marketed by that person or another acting in concert with that person with that
25 person’s knowledge for use in circumventing a technological measure that effectively
26 controls access to a work protected under [the Copyright Act].”

27 **ANSWER: Defendant admits that this paragraph includes a partial recitation of the**
28 **Copyright Act.**

1 38. Nintendo's TPMs effectively control access to works protected by the Copyright Act,
2 including the Nintendo Switch firmware and operating system, and Nintendo video games in
3 which Nintendo owns or exclusively controls copyrights.

4 **ANSWER: Defendant is without sufficient information to either admit or deny the**
5 **allegations of this paragraph, and on that basis, denies them.**

6 39. The Circumvention Devices and Circumvention Software installed onto Hacked
7 Consoles as part of the Circumvention Services are primarily designed to circumvent an
8 effective technological protection measure and have only limited commercially significant
9 purpose or use other than to circumvent Nintendo's access control technology.

10 **ANSWER: Defendant is without sufficient information to either admit or deny the**
11 **allegations of this paragraph, and on that basis, denies them.**

12 40. Defendant knows that the Circumvention Devices and Circumvention Software are
13 designed, implemented, and used to circumvent and bypass Nintendo's access control
14 technology.

15 **ANSWER: Denied.**

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

18 **ANSWER: Denied.**

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

25 **ANSWER: Denied.**

26 43. NOA is entitled to its costs, including reasonable attorneys' fees, pursuant to
27

1 17 U.S.C. § 1203(b).

2 **ANSWER: Denied.**

3
4 44. Defendant’s conduct has caused and, unless enjoined by this Court, will continue to
5 cause Nintendo great and irreparable injury for which there is no adequate remedy at law.
6 Pursuant to 17 U.S.C. § 1203(b)(1), NOA is entitled to permanent injunctive relief prohibiting
7 Defendant and its members and agents from engaging in further acts of offering to the public,
8 providing, or otherwise trafficking in Circumvention Devices, Circumvention Software,
9 Hacked Consoles, and Circumvention Services.

8 **ANSWER: Denied.**

10 **SECOND CLAIM FOR RELIEF**
11 **Trafficking In Circumvention Devices In Violation of 17 U.S.C. § 1201 (b)(1)**

12 45. NOA incorporates the factual allegations in Paragraphs 1 through 35 [sic] as if fully set
13 forth herein.

14 **ANSWER: Defendant restates and incorporates by reference his answers above as**
15 **though fully restated herein.**

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

- 21 (A) is primarily designed or produced for the purpose of circumventing protection afforded
22 by a technological measure that effectively protects a right of a copyright owner
23 under [the Copyright Act] in a work or a portion thereof;
24 (B) has only limited commercially significant purpose or use other than to circumvent
25 protection afforded by a technological measure that effectively protects a right of a
26 copyright owner under [the Copyright Act] in a work or a portion thereof; or
27 (C) is marketed by that person or another acting in concert with that person with that
28 person’s knowledge for use in circumventing protection afforded by a technological
measure that effectively protects a right of a copyright owner under [the Copyright
Act] in a work or a portion thereof.”

1 **ANSWER: Defendant admits that this paragraph contains a partial recitation of the**
2 **Copyright Act.**

3
4 47. The TPMs effectively protect NOA's rights as copyright owner in Nintendo video
5 games. Specifically, the TPMs, in the ordinary course of their operation, prevent, restrict, or
6 otherwise limit the ability of a member of the public to reproduce, distribute, and play
Nintendo's copyrighted video games without Nintendo's authorization.

7 **ANSWER: Defendant is without sufficient information to either admit or deny the**
8 **allegations of this paragraph, and on that basis, denies them.**

9
10 48. The Circumvention Devices, Hacked Consoles, and Circumvention Software installed
11 onto Hacked Consoles are primarily designed to circumvent effective technological measures
12 and have only limited commercially significant purpose or use other than to circumvent
technology that protects NOA's rights in its copyrighted video games.

13 **ANSWER: Defendant is without sufficient information to either admit or deny the**
14 **allegations of this paragraph, and on that basis, denies them.**

15
16 49. Defendant knows that the Circumvention Devices and Circumvention Software are
17 designed, implemented, and used to circumvent and bypass technology that prevents the
copying and distribution of Nintendo video games.

18 **ANSWER: Denied.**

19
20 50. Defendant's acts are willful, intentional, purposeful, and in disregard of and indifferent
21 to the rights of NOA.

22 **ANSWER: Denied.**

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

1 **ANSWER: Denied.**
2

3 52. NOA is entitled to its costs, including reasonable attorneys' fees, pursuant to 17 U.S.C.
4 § 1203(b).

5 **ANSWER: Denied.**
6

7 53. Defendant's conduct has caused and, unless enjoined by this Court, will continue to
8 cause Nintendo great and irreparable injury for which there is no adequate remedy at law.
9 Pursuant to 17 U.S.C. § 1203(b)(1), NOA is entitled to permanent injunctive relief prohibiting
10 Defendant and its members and agents from engaging in further acts of offering to the public,
providing, or otherwise trafficking in Circumvention Devices, Circumvention Software,
Hacked Consoles, and Circumvention Services.

11 **ANSWER: Denied.**
12

13 **THIRD CLAIM FOR RELIEF**
14 **Copyright Infringement:**
Unauthorized Reproduction and Distribution of Nintendo Games

15 54. NOA re-alleges and incorporates by reference the allegations in paragraphs 1
16 15 through 35 [sic], as if set forth fully herein.

17 **ANSWER: Defendant restates and incorporates by reference his answers above as**
18 **though fully restated herein.**
19

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

22 **ANSWER: Defendant admits that this paragraph includes a partial recitation of the**
23 **Copyright act.**
24

25 56. NOA is the owner of valid and registered copyrights in each of the Nintendo
26 Games, including those listed in the attached **Schedule A.**
27

1 **ANSWER: Defendant is without sufficient information to either admit or deny the**
2 **allegations of this paragraph, and on that basis, denies them.**
3

4 57. By pre-loading Hacked Consoles with unauthorized copies of the Nintendo Games and
5 then distributing those games to his customers, Defendant has infringed NOA's copyrights in
6 the Nintendo Games, in violation of NOA's exclusive rights under the Copyright Act, 17
7 U.S.C. § 101 *et seq.*, in particular NOA's rights of reproduction and distribution.

8 **ANSWER: Denied.**

9 58. NOA has never authorized or given consent to Defendant to use its copyrighted works
10 in the manner complained of herein.

11 **ANSWER: Defendant is without sufficient information to either admit or deny the**
12 **allegations of this paragraph, and on that basis, denies them.**

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

15 **ANSWER: Denied.**

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

21 **ANSWER: Denied.**

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

23 **ANSWER: Denied.**

24
25 62. As a result of Defendant's acts and conduct, NOA has sustained and will continue to
26 sustain substantial, immediate, and irreparable injury for which there is no adequate remedy at
27 law. NOA is informed and believes, and on that basis alleges, that unless enjoined and
28 restrained by this Court, Defendant will continue to infringe NOA's rights in the Nintendo

1 Games. NOA is entitled to temporary, preliminary, and permanent injunctive relief to restrain
2 and enjoin Defendant’s continuing infringing conduct.

3 **ANSWER: Denied.**

4
5 **FOURTH CLAIM FOR RELIEF**
6 **Contributory Copyright Infringement**

7 63. NOA re-alleges and incorporates by reference the allegations in paragraphs 1 through
8 35 [sic], as if set forth fully herein.

9 **ANSWER: Defendant restates and incorporates by reference his answers above as**
10 **though fully restated herein.**

11 64. NOA owns valid, registered copyrights in numerous games for the Nintendo Switch,
12 including, without limitation, *The Legend of Zelda: Tears of the Kingdom*¹, *Animal Crossing:*
13 *New Horizons*², and *Mario Kart 8 Deluxe*³.

14 **ANSWER: Defendant is without sufficient information to either admit or deny the**
15 **allegations of this paragraph, and on that basis, denies them.**

16 65. NOA is informed and believes, and on that basis alleges, that users of Defendant’s
17 products and services have (1) made unauthorized copies of Nintendo Switch game cartridges
18 and/or digital games for distribution or use on unauthorized devices; and/or (2) downloaded
19 Nintendo Switch games from pirate websites and copied those game ROMs onto their Hacked
20 Consoles. Each such reproduction constitutes a violation of 17 U.S.C. § 501(a) for which NOA
21 is entitled to damages under 17 U.S.C. § 504 and injunctive relief under § 502.

22
23 _____
24
25 ¹ Copyright Reg. No. PA 2-411-256

26 ² Copyright Reg. No. PA 2-233-840

27 ³ Copyright Reg. No. PA 2-051-900

1 **ANSWER: Defendant is without sufficient information to either admit or deny the**
2 **allegations of this paragraph, and on that basis, denies them.**

3
4 66. Defendant has actual or constructive knowledge of his users' direct infringement and
5 materially contributes to each of their acts of infringement, including because he provides them
6 with Circumvention Devices and/or Hacked Consoles with the Circumvention Software,
7 knowing and intending that the Circumvention Devices or Circumvention Software would be
8 used for this purpose.

9 **ANSWER: Denied.**

10 67. As such, Defendant is secondarily liable for each act of infringement (unauthorized
11 reproduction) performed by users of Defendant's products and services.

12 **ANSWER: Denied.**

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

15 **ANSWER: Denied.**

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

22 **ANSWER: Denied.**

23 70. NOA is entitled to its full costs, including reasonable attorneys' fees, pursuant to 17
24 U.S.C. § 505.

25 **ANSWER: Denied.**

26 71. Defendant's conduct is causing and, unless enjoined by this Court, will continue to
27 cause NOA great and irreparable injury for which there is no adequate remedy at law. Pursuant
28 to 17 U.S.C. § 502, NOA is entitled to permanent injunctive relief prohibiting Defendant from

1 engaging in further acts of contributing to or inducing others to reproduce NOA’s protected
2 works.

3 **ANSWER: Denied.**

4
5 **FIFTH CLAIM FOR RELIEF**
6 **Breach of Contract - Violation of EULA**

7 72. NOA re-alleges and incorporates by reference the allegations in paragraphs 1 through
8 35 [sic], as if set forth fully herein.

9 **ANSWER: Defendant restates and incorporates by reference his answers above as**
10 **though fully restated herein.**

11 73. Use of the Nintendo Switch console is governed by the EULA, which provides to users
12 a limited license to use the Nintendo Switch console to, *inter alia*, play Nintendo games. The
13 EULA is a valid and enforceable contract.

14 **ANSWER: Defendant is without sufficient information to either admit or deny the**
15 **allegations of this paragraph, and on that basis, denies them.**

16 74. All users of the Nintendo Switch console are required to consent to the EULA, and
17 NOA is informed and believes, and on that basis alleges, that Defendant consented to the
18 EULA by using a Nintendo Switch console.

19 **ANSWER: Defendant is without sufficient information to either admit or deny the**
20 **allegations of this paragraph, and on that basis, denies them.**

21
22 75. The EULA restricts players from, *inter alia*, publishing, copying, modifying, reverse
23 engineering, decompiling, disassembling, distributing, offering for sale, or creating derivative
24 works of any portion of Nintendo’s software, as well as bypassing, modifying, defeating,
25 tampering with, or circumventing any of the functions or protections of the console (including
26 without limitation any TPMs), unless otherwise permitted by law. Players also agree under the
27 EULA that they will not “use the Console in an unlawful manner or to access the consoles,
28 devices, accounts, or data of others (including Nintendo) without their (or [Nintendo’s])
consent.”

1 **ANSWER: Defendant is without sufficient information to either admit or deny the**
2 **allegations of this paragraph, and on that basis, denies them.**

3
4 76. NOA is informed and believes, and on that basis alleges, that Defendant agreed to the
5 terms of the EULA when he purchased and used Nintendo Switch consoles, including the
6 Nintendo Switch consoles that he purchased and modified to sell on his Website as Hacked
7 Consoles.

8 **ANSWER: Defendant is without sufficient information to either admit or deny the**
9 **allegations of this paragraph, and on that basis, denies them.**

10 77. By developing, distributing, and selling Hacked Consoles, and by personally modifying
11 his customer's Nintendo Switch consoles as part of the Circumvention Services, Defendant
12 breached the terms of the EULA.

13 **ANSWER: Denied.**

14 78. As a direct and proximate result of Defendant's breach of the EULA, NOA has suffered
15 damages in an amount to be proven at trial.

16 **ANSWER: Denied.**

17
18 **SIXTH CLAIM FOR RELIEF**
19 **Tortious Interference With Contract**

20 79. NOA re-alleges and incorporates by reference the allegations in paragraphs 1 through
21 35, as if set forth fully herein.

22 **ANSWER: Defendant restates and incorporates by reference his answers above as**
23 **though fully restated herein.**

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

1 **ANSWER: Defendant is without sufficient information to either admit or deny the**
2 **allegations of this paragraph, and on that basis, denies them.**

3
4 81. Each time a Nintendo Switch owner purchases and uses the Circumvention Devices,
5 Hacked Consoles and/or Circumvention Services, they violate the terms of the EULA. NOA
6 is informed and believes, and on that basis alleges, that hundreds, if not thousands, of such
breaches have taken place by Defendant's customers.

7 **ANSWER: Denied.**

8
9 82. NOA is informed and believes, and on that basis alleges, that Defendant is aware of
10 both the existence and specific relevant terms of the EULA. Specifically, Defendant is aware
11 that the EULA prohibits players from using the Circumvention Devices and Circumvention
12 Services and that players are at risk of having their accounts and consoles banned should they
13 be caught using the Circumvention Devices. Nevertheless, Defendant intentionally encourages
and induces Nintendo Switch users to purchase and use the Circumvention Devices, Hacked
Consoles and Circumvention Services, knowing that the use of these products by their
customers is a breach of these customers' contracts with NOA.

14 **ANSWER: Denied.**

15
16 83. By inducing NOA's users to breach their contracts with NOA, Defendant has
17 intentionally interfered, and continues to interfere, with the contracts between NOA and its
users.

18 **ANSWER: Denied.**

19
20 84. As a direct and proximate result of Defendant's actions, NOA has suffered damages in
21 an amount to be proven at trial, including but not limited to decreased profits and a loss of
profits from users whose accounts NOA has terminated for violation of the EULA.

22 **ANSWER: Denied.**

23
24 85. As a further result of Defendant's actions, Defendant has unjustly obtained specifically
25 identifiable property, consisting of all of the proceeds attributable to the sale of the
26 Circumvention Devices, Hacked Consoles and Circumvention Services, and any other
products or services that violate any of NOA's rights, and any additional property traceable to
those proceeds. Those proceeds, which are directly attributable to Defendant's manipulation

1 and misuse of Nintendo products and intentional interference with NOA's contracts, rightfully
2 and equitably belong to NOA.

3 **ANSWER: Denied.**

4
5 86. Defendant's intentional interference with the contracts between NOA and its licensed
6 users entitles NOA to injunctive relief and compensatory damages, the imposition of a
7 constructive trust over Defendant's wrongfully obtained proceeds, and other available relief.

8
9 **ANSWER: Denied.**

10 87. Defendant is guilty of oppression, fraud, or malice, and NOA, in addition to its actual
11 damages, by reason thereof, is entitled to recover exemplary and punitive damages against
12 Defendant.

13 **ANSWER: Denied.**

14
15
16 **RESPONSE TO PRAYER FOR RELIEF**

17 Defendant denies all allegations in Plaintiff's prayer for relief and denies that Plaintiff
18 is entitled to any relief.

19 **GENERAL DENIAL**

20 Defendant denies as untrue any allegation or request not specifically admitted above.

21 **DEFENDANT'S AFFIRMATIVE DEFENSES**

22 Defendant asserts the following affirmative defenses in response to Plaintiff's
23 Complaint. Defendant reserves the right to allege additional affirmative defenses as they
24 become known throughout the course of discovery.

25 **FIRST AFFIRMATIVE DEFENSE**

26 Plaintiff has not stated a claim for which relief can be granted.

27 **SECOND AFFIRMATIVE DEFENSE**

1 Plaintiff's claims are subject to the arbitration clause in the EULA.

2 **THIRD AFFIRMATIVE DEFENSE**

3 Plaintiff's claims are barred by the doctrine of fair use.

4 **FOURTH AFFIRMATIVE DEFENSE**

5 Plaintiff's claims are barred by the applicable statutes of limitations.

6 **FIFTH AFFIRMATIVE DEFENSE**

7 Plaintiff's claims are barred due to laches.

8 **SIXTH AFFIRMATIVE DEFENSE**

9 Plaintiff's claims are barred due to unclean hands.

10 **SEVENTH AFFIRMATIVE DEFENSE**

11 Plaintiff has not adequately pled the identity of the individuals with whom Defendant
12 allegedly tortiously interfered.

13 **EIGHTH AFFIRMATIVE DEFENSE**

14 Plaintiff's contract was procured through fraudulent means and must be rescinded.

15 **NINTH AFFIRMATIVE DEFENSE**

16 Plaintiff's contract is unconscionable.

17 **TENTH AFFIRMATIVE DEFENSE**

18 Plaintiff has not suffered damages.

19 **ELEVENTH AFFIRMATIVE DEFENSE**

20 Plaintiff's alleged copyrights are invalid.

21 **TWELVTH AFFIRMATIVE DEFENSE**

22 Any violation by Defendant was inadvertent and not willful.

23 **THIRTEENTH AFFIRMATIVE DEFENSE**

1 Plaintiff does not have standing to bring suit.

2 **FOURTEENTH AFFIRMATIVE DEFENSE**

3 Plaintiff's claims are barred due to satisfaction.

4 **FIFTEENTH AFFIRMATIVE DEFENSE**

5 Plaintiff did not have a right to possession of the property.

6 **SIXTEENTH AFFIRMATIVE DEFENSE**

7 Defendant was not enriched at the expense of Plaintiff.

8 **SEVENTEENTH AFFIRMATIVE DEFENSE**

9 Plaintiff's alleged injuries were not proximately caused by Defendant's conduct.

10
11
12 Respectfully submitted,

13
14 Date: September 30, 2024 BY: s/ Ryan Daly
15 Ryan Daly, Pro Se
16 2248 North Henderson Road
17 Davison, MI 48423
18 ryandalyproductions@gmail.com

JURY DEMAND

Pursuant to the Seventh Amendment to the Constitution and Rule 38 of the Federal Rules of Civil Procedure, Defendant hereby demands a jury trial on all issues so triable in this case, including all claims in Plaintiff's Complaint.

Respectfully submitted,

Date: September 30, 2024 BY: s/ Ryan Daly
Ryan Daly, Pro Se
2248 North Henderson Road
Davison, MI 48423
ryandalyproductions@gmail.com

CERTIFICATE OF SERVICE

I hereby certify that on September 30, 2024, I electronically filed the foregoing paper with the Clerk of the Court using the ECF system which will send notification of such filing to counsel of record.

Date: September 30, 2024 BY: s/ Ryan Daly
Ryan Daly, Pro Se
2248 North Henderson Road
Davison, MI 48423
ryandalyproductions@gmail.com