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KONAMI DIGITAL ENTERTAINMENT
8 CO., LTD.

9
10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA

12 KONAMI DIGITAL
13 ENTERTAINMENT CO., LTD.,

14 Plaintiff,

15 v.

16 DOES 1-10,

17 Defendants.

Case No. 2:26-cv-05918

**COMPLAINT FOR COPYRIGHT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

1 Plaintiff Konami Digital Entertainment Co., Ltd. (“Konami” or “Plaintiff”)
2 brings this complaint against defendants Does 1 through 10 (“Defendants”), whose
3 true names and identities are currently unknown, and alleges as follows:

4 **PRELIMINARY STATEMENT**

5 1. This is a case to address the unauthorized copying or retention,
6 uploading, and distribution of Plaintiff’s copyrighted software and other content for
7 Metal Gear Solid 2, Sons of Liberty (“MGS 2”), including non-public source code,
8 game assets, and related development materials for MGS 2.

9 2. Konami is the developer and owner of all intellectual property in
10 MGS 2, a highly regarded title in Konami’s popular Metal Gear Solid videogame
11 franchise.

12 3. Defendants Does 1-10 unlawfully acquired or retained, copied,
13 uploaded, distributed, or otherwise made available unauthorized copies of
14 Konami’s copyrighted MGS 2 content, including via the Internet. The materials at
15 issue were leaked to two file-hosting and file-sharing websites, “pixeldrain.com”
16 and “buzzheavier.com”. The leaked materials include the source code for MGS 2
17 and other non-public assets that Konami never authorized for public release.

18 4. Upon discovering that unauthorized copies of its MGS 2 materials had
19 been posted to the file-sharing websites, Konami acted immediately through
20 counsel to demand the removal of Konami’s copyrighted content. To Konami’s
21 knowledge, the infringing material has been disabled or removed from the file-
22 sharing sites, yet an urgent need remains to uncover the source of the leak and to
23 ensure that similar or further public disclosures do not occur.

24 5. Konami therefore brings this action to identify the source(s) of the leak
25 of its valuable intellectual property for MGS 2 and to seek legal remedies from the
26 person(s) responsible for the unauthorized leaking and dissemination of its
27 copyrighted source code and other content for MGS 2.

PARTIES

6. Plaintiff Konami is a corporation with its principal place of business in Tokyo, Japan. Konami develops and owns intellectual property in videogames and other entertainment products, including its popular Metal Gear Solid franchise.

7. Defendants Does 1-10 are individuals, entities, or associations whose true names and capacities are presently unknown to Konami. Defendants are responsible for the unauthorized copying or retention, uploading, posting, distribution, and public dissemination of Konami's MGS 2 source code, non-public assets, internal development materials, and related materials.

8. Plaintiff is informed and believes each Defendant was the agent and alter ego of the other Defendants, at all relevant times alleged herein, and committed the acts or omissions described below with each of the other Defendant's actual and apparent authorization, approval, ratification and direction.

9. Konami will seek leave to amend this complaint to identify the Defendants by their true names when their identities are discovered.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over this action under 28 U.S.C. §§ 1331 and 1338(a) because this action arises under the Copyright Act, 17 U.S.C. § 101 et seq.

11. The Court has personal jurisdiction over Defendants because, on information and belief, Defendants may be found here or purposefully directed their infringing conduct toward the United States and this District, including by making unauthorized copies of Konami's copyrighted materials available through services accessible in this District and by causing harm to Konami in this District and throughout the United States.

12. Venue is proper in this District under 28 U.S.C. §§ 1391(b), 1391(c), and 1400(a) because Defendants reside or may be found in this District, a substantial part of the events or omissions giving rise to Konami's claim occurred

1 in this District, and because Defendants' infringing conduct caused harm in this
2 District.

3 STATEMENT OF FACTS

4 A. Konami's Copyrighted Works

5 13. Konami developed and published Metal Gear Solid 2, Sons of Liberty,
6 a major title in the Metal Gear Solid franchise.

7 14. Konami owns copyrights and other intellectual property rights in and
8 to MGS 2, including rights to the audiovisual work released as MGS 2 and the non-
9 public source code underlying the property, and related protected expression.

10 15. The computer code for MGS 2, including its underlying source code, is
11 registered with the United States Copyright Office, Registration No. PA 1-092-010.
12 Konami received rights to the copyright in MGS 2 via assignment from a related
13 company, Konami Computer Entertainment Japan, Inc., as reflected in Copyright
14 Registration No. PA 1-397-565. Konami's rights in MGS 2 and its computer code
15 include the right to sue for infringement of the works.

16 16. Konami and its related entities have invested substantial time, money,
17 labor, creativity, and technical expertise in the development, publication,
18 protection, and commercialization of MGS 2 and its related works.

19 17. Konami takes reasonable steps to secure and prevent the public
20 disclosure of non-public MGS 2 assets, including the source code for MGS 2.
21 These measures include, without limitation, maintaining the source code on secure
22 computer servers, limiting access to only those persons within Konami who have a
23 legitimate business need to access such information, and requiring non-disclosure
24 and confidentiality agreements with any business partners who are given access to
25 the source code for development-related or other business reasons.

26 18. Konami did not authorize the public release or dissemination of any of
27 the materials that are the subject matter of this lawsuit.
28

B. Defendants' Unauthorized Distribution of MGS 2 Materials

19. In May 2026, Konami discovered that unauthorized copies of its source code, non-public videogame assets from MGS 2, and internal MGS 2 development materials had been leaked and were circulating online.

20. Konami identified unauthorized copies or links to unauthorized copies of its materials on the Pixeldrain and Buzzheavier file-sharing sites, as well as links on a 4chan.com message board that directed users to the above-referenced sites.

21. The Pixeldrain and Buzzheavier links hosted and made available for users unauthorized copies of Konami's MGS 2 source code and related assets.

22. The 4chan.com thread distributed and directed users to unauthorized copies of Konami's MGS 2 source code and related assets, including by linking to the file-sharing pages that were distributing Konami's copyrighted materials.

23. Defendants, whose true identities are presently unknown, are responsible for unlawfully copying or retaining, uploading, distributing, or otherwise making available without authorization, Konami's copyrighted MGS 2 materials.

24. Defendants' conduct was willful, intentional, and performed in reckless disregard of Konami's rights.

C. Konami's Discovery and Response to the Infringement

25. Upon learning of the unauthorized leak, Konami promptly took steps to mitigate the harm to it and to stop further dissemination of its copyrighted works.

26. On May 13, 2026, Konami through counsel sent notices and demand letters concerning the infringement to Pixeldrain, Buzzheavier, and 4chan.

27. Konami demanded that the Pixeldrain, Buzzheavier, and 4chan platforms delete and remove access to all infringing content related to MGS 2, including the MGS 2 source code, assets, and internal development documents, and any files, links, posts, or threads that hosted, distributed, or directed users to Konami's non-public MGS 2 materials.

1 28. Konami further demanded that the file-sharing sites and message board
2 retain and segregate any data that may be useful for identifying the persons
3 responsible for uploading or otherwise disseminating Konami's content, so that
4 Konami may seek remedies from these persons and prevent any further or other
5 violations of Konami's rights.

6 29. The Pixeldrain, Buzzheavier, and 4chan sites acknowledged Konami's
7 demands and disabled the links that facilitated the infringement of Konami's
8 content. To date, the sites have not provided information that would allow Konami
9 to identify the culprits who uploaded and infringed Konami's intellectual property.

10 **FIRST CLAIM FOR RELIEF: COPYRIGHT INFRINGEMENT**

11 **(17 U.S.C. §§ 106 and 501)**

12 30. The allegations contained in paragraphs 1 through 29 are re-alleged as
13 if fully set forth herein.

14 31. Konami owns valid copyrights in MGS 2, including the copyright
15 registered with the United States Copyright Office under Registration No. PA 1-
16 092-010.

17 32. Defendants copied or retained without authorization, uploaded, posted,
18 distributed, linked to, or otherwise made available constituent elements of
19 Konami's copyrighted works in violation of Konami's rights.

20 33. At no point did Konami authorize, permit, or consent to Defendants'
21 copying or retention, uploading, posting, distribution, display, or dissemination of
22 its copyrighted MGS 2 content, expressly or otherwise.

23 34. As a result, Defendants violated Konami's exclusive rights under
24 17 U.S.C. § 106, including Konami's exclusive rights to reproduce and control
25 reproduction of its copyrighted works under 17 U.S.C. § 106(1) and to distribute its
26 copyrighted works under 17 U.S.C. § 106(3).

27 35. Defendants' infringement was willful within the meaning of 17 U.S.C.
28 § 504(c)(2).

1 36. The unauthorized copying or retention, uploading, distribution, and
2 republication of Konami's copyrighted works has caused and is continuing to cause
3 substantial and irreparable harm to Konami, for which there is no adequate remedy
4 at law.

5 37. As a direct and proximate result of Defendants' infringement, Konami
6 has suffered and will continue to suffer damages in an amount to be proven.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Konami respectfully requests that the Court:

9 1. Preliminarily and permanently enjoin Defendants and all persons
10 acting in concert with them from continuing to infringe Konami's copyrighted
11 works;

12 2. Order Defendants and all persons acting in concert with them to delete
13 and permanently remove all unauthorized copies of Konami's MGS 2 source code,
14 non-public assets, development materials, and other copyrighted works from any
15 computers, servers, devices, accounts, websites, cloud-storage locations, or other
16 locations within their possession, custody, or control;

17 3. Order Defendants and all persons acting in concert with them to
18 preserve all documents, communications, records, accounts, logs, files, metadata,
19 and other information relating to the acquisition, copying, uploading, posting,
20 distribution, downloading, access, use, or other infringement of Konami's
21 copyrighted works;

22 4. Award Konami its actual damages and Defendants' profits, or at
23 Konami's election, maximum statutory damages, pursuant to 17 U.S.C. § 504;

24 5. Award Konami its reasonable attorney's fees and costs pursuant to
25 17 U.S.C. § 505; and

26 6. Grant Konami such further relief this Court deems just and proper.
27
28

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all claims so triable.

Dated: June 2, 2026

MORRISON & FOERSTER LLP

By: /s/ Benjamin J. Fox
Benjamin J. Fox

Attorneys for Plaintiff
KONAMI DIGITAL
ENTERTAINMENT, CO., LTD.