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5 Attorneys for Plaintiffs  
Malachi Mickelonis, Joseph Afilani,  
6 Jacob Alva-Melville, Micaiah Flores,  
Matthew Gorka, Jared Hilliard,  
7 Charles Kirk, David Kirkland,  
Yale Liebowitz, Jacob Mueller,  
8 Kevin Munoz, Colebie Niedermeier,  
Joshua Palmer, Bryce Phillips,  
9 Christopher Sousa, Rolando Vazquez,  
Adrian Villa, and Nicholas Yee

11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**

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15 Malachi Mickelonis, Joseph  
Afilani, Jacob Alva-Melville,  
16 Micaiah, Flores, Matthew Gorka,  
Jared Hilliard, Charles Kirk, David  
Kirkland, Yale Liebowitz, Jacob  
17 Mueller, Kevin Munoz, Colebie  
Niedermeier, Joshua Palmer, Bryce  
18 Phillips, Christopher Sousa,  
Rolando Vazquez, Adrian Villa,  
19 and Nicholas Yee, individually and  
on behalf of all others similarly  
20 situated,

21 Plaintiffs,

22 vs.

23 Aspyr Media, Inc., and Does 1-5,

24 Defendants.  
25  
26  
27  
28

) Case No.: 8:23-cv-01220-FWS-ADS

) **FIRST AMENDED CLASS ACTION  
COMPLAINT AND DEMAND FOR  
JURY TRIAL**

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1 Plaintiffs Malachi Mickelonis, Joseph Afilani, Jacob Alva-Melville, Micaiah  
2 Flores, Matthew Gorka, Jared Hilliard, Charles Kirk, David Kirkland, Yale  
3 Liebowitz, Jacob Mueller, Kevin Munoz, Colebie Niedermeier, Joshua Palmer, Bryce  
4 Phillips, Christopher Sousa, Rolando Vazquez, Adrian Villa, and Nicholas Yee  
5 (“Class Representatives”), individually and on behalf of all others similarly situated,  
6 by and through their attorneys, bring this First Amended Class Action Complaint  
7 (“Complaint”) against Aspyr Media, Inc. (“Aspyr” or “Defendant”), and allege:

8 **SUMMARY OF ACTION**

9 1. Class Representatives bring this action for restitution, damages,  
10 penalties and injunctive relief resulting from the illegal actions of Defendant with  
11 respect to certain of its production, distribution, marketing, advertising and sale of  
12 “Star Wars: Knights of the Old Republic II: The Sith Lords” (“KOTOR II”).  
13 Specifically, Defendant falsely represented that its video game KOTOR II would  
14 include “Restored Content DLC,” or new downloadable content providing new  
15 gaming content for users (e.g. bonus mission, new dialogue, revamped ending).  
16 Defendant did not provide the Restored Content DLC but refuses to give consumers a  
17 refund for their purchase of KOTOR II.

18 2. In so doing, Defendant violated the: (i) California Unfair Competition  
19 Law, Business and Professions Code § 17200 (“UCL”); (ii) California False  
20 Advertising Law, Business and Professions Code § 17500 (“FAL”); and (iii)  
21 California Consumer Legal Remedies Act, Civil Code § 1770 *et seq.* (“CLRA”) and  
22 other statutes prohibiting unfair and deceptive practices of various states, including:  
23 Arizona, Colorado, Florida, Georgia, Illinois, Nevada, New Jersey, Ohio, Oregon,  
24 South Carolina, Texas and Washington.

25 **THE PARTIES**

26 3. Plaintiff Malachi Mickelonis (“Mickelonis”) is a consumer residing in  
27 the State of California, Orange County. On November 22, 2022 Mickelonis  
28 purchased KOTOR II in Orange County.

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1           4. Plaintiff Joseph Afilani (“Afilani”) is a consumer residing in the State of  
2 Florida. On June 2, 2022 Afilani purchased KOTOR II in Florida.

3           5. Plaintiff Jacob Alva-Melville (“Alva-Melville”) is a consumer residing  
4 in the State of Oregon. On June 3, 2022 Alva-Melville purchased KOTOR II in  
5 Oregon.

6           6. Plaintiff Micaiah Flores (“Flores”) is a consumer residing in the State of  
7 Washington. On June 1, 2022, Flores purchased KOTOR II in Washington.

8           7. Plaintiff Matthew Gorka (“Gorka”) is a consumer residing in the State of  
9 Arizona. On June 12, 2022, Gorka purchased KOTOR II in Arizona.

10          8. Plaintiff Jared Hilliard (“Hilliard”) is a consumer residing in the State of  
11 South Carolina. On April 30, 2022, Hilliard purchased KOTOR II in South Carolina.

12          9. Plaintiff Charles Kirk (“Kirk”) is a consumer residing in the State of  
13 Illinois. On September 20, 2022, Kirk purchased KOTOR II in Illinois.

14          10. Plaintiff David Kirkland (“Kirkland”) is a consumer residing in the State  
15 of Texas. On August 21, 2022, Kirkland purchased KOTOR II in Texas.

16          11. Plaintiff Yale Liebowitz, now known as Koros Nolan (“Nolan”), is a  
17 consumer residing in the State of Colorado. On June 7, 2022, Nolan purchased  
18 KOTOR II in Colorado.

19          12. Plaintiff Jacob Mueller (“Mueller”) is a consumer residing in the State of  
20 Texas. On April 27, 2022, Mueller purchased KOTOR II in Texas.

21          13. Plaintiff Kevin Munoz (“Munoz”) is a consumer residing in the State of  
22 California. On March 19, 2023, Munoz purchased KOTOR II in California.

23          14. Plaintiff Colebie Niedermeier (“Niedermeier”) is a consumer residing in  
24 the State of Ohio. On December 2, 2022, Niedermeier purchased KOTOR II in Ohio.

25          15. Plaintiff Joshua Palmer (“Palmer”) is a consumer residing in the State of  
26 Georgia. On June 1, 2022, Palmer purchased KOTOR II in Georgia.

27          16. Plaintiff Bryce Phillips (“Phillips”) is a consumer residing in the State of  
28 Florida. On June 8, 2022, Phillips purchased KOTOR II in Florida.

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1 17. Plaintiff Christopher Sousa (“Sousa”) is a consumer residing in the State  
2 of Nevada. On June 8, 2022 Sousa purchased KOTOR II in Nevada.

3 18. Plaintiff Rolando Vazquez (“Vazquez”) is a consumer residing in the  
4 State of New Jersey. On June 8, 2022, Vazquez purchased KOTOR II in New Jersey.

5 19. Plaintiff Adrian Villa (“Villa”) is a consumer residing in the State of  
6 Colorado. On June 9, 2022, Villa purchased KOTOR II in Colorado.

7 20. Plaintiff Nicholas Yee (“Yee”) is a consumer who resided in the State of  
8 Florida. On August 17, 2022, Yee purchased KOTOR II in Florida.

9 21. Defendant Aspyr Media, Inc. (“Aspyr”) is a video game developer and  
10 publisher. Aspyr produced, distributed, and sold KOTOR II. Aspyr is incorporated  
11 and headquartered in Texas. It regularly advertises and sells products and does  
12 business in California, all other states of the United States, and worldwide.

13 22. Doe Defendants 1-5 are the other companies or individuals responsible  
14 for the false and deceptive advertising, marketing, distribution and sale of KOTOR II.

15 **JURISDICTION AND VENUE**

16 23. This Court has jurisdiction over this action pursuant to the Class Action  
17 Fairness Act, 28 U.S.C. § 1332(d)(1). Class Representatives bring a class action  
18 under Federal Rule of Civil Procedure 23. At least one Class Representative and  
19 Defendant are citizens of different states, and on information and belief, the amount  
20 in controversy exceeds the sum of \$5,000,000.00 and there are no less than 100 class  
21 members.

22 24. Defendant regularly conducts business within the State of California,  
23 which means personal jurisdiction is established.

24 25. Venue in this district is proper under 28 U.S.C. § 1391(b)(2) because  
25 Mickelonis is a resident of Orange County and a substantial part of the events giving  
26 rise to his claims occurred in this district.

27 ///  
28 ///

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**STATEMENT OF FACTS**

**A. Defendant Falsely Claims That It Will Restore And Officially Release Previously Unused And Unreleased Content For KOTOR II On The Nintendo Switch**

26. In or about 2004, an original version of KOTOR II was released on the Xbox gaming console. Nearly all of the Class Representatives purchased and played the game on their Xbox gaming consoles nearly two decades ago. KOTOR II on Xbox was released in an incomplete and unfinished state.

27. In or around March 2022, Defendant advertised KOTOR II to users of the video console Nintendo Switch as having never-before officially released “Restored Content DLC,” or new restored, downloadable content providing new gaming content for users. See Youtube, *STAR WARS™: Knights of the Old Republic™ II: The Sith Lords - Announcement Trailer - Nintendo Switch*, available at <https://www.youtube.com/watch?v=rEhYnI1MqxI> (last visited on October 24, 2023); Aspyr Twitter (now known as “X”) Ad, *STAR WARS™: Knights of the Old Republic™ II - The Sith Lords is out NOW on Nintendo Switch!*, available at <https://twitter.com/AspyrMedia/status/1534566368137330690> (last visited on October 24, 2023); Nintendo, *STAR WARS™: Knights of the Old Republic™ II: The Sith Lords*, at <https://www.nintendo.com/store/products/star-wars-knights-of-the-old-republic-ii-the-sith-lords-switch/> (last visited on June 11, 2023).



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28. Defendant repeatedly announced that the Restored Content DLC would be released in the third quarter of 2022:








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 **rob** @sh0w\_must\_g0\_0n · Jun 8, 2022 ...  
Is the restored content dlc available now?  
1 1 1

 **Aspyr** @AspyrMedia · Jun 9, 2022 ...  
It will be released in Q3 2022 😊  
6 2 5

 **Chris O** @LrgLeprechaun · Jun 18, 2022 ...  
Any word on when the Restored Content DLC is gonna hit? Everybody's waiting on it, folks...  
1 4 9

 **Aspyr** @AspyrMedia · Jun 19, 2022 ...  
It'll drop in Q3 of 2022!  
21 9 3

29. Class Representatives and numerous other consumers were excited about the release of the Restored Content DLC that Defendant had claimed in April 2022 was “coming soon.” In fact, KOTOR II sat at the top of Nintendo’s e-Shop rankings:

 **@JudeMichaelPeterson** 1 year ago  
The fact that this game is including the restored content makes this one of my most anticipated games in the life of the Switch. I can't remember the last time I was this excited to play a game, let alone one that is over a decade old.  
291 Reply  
19 replies

 **@ivenouusername** 1 year ago  
I want to cry. The restored content mod gives this game so much more life. It's my favorite game of all time. I can't wait to replay it for the 10th time. It's a timeless classic with the most beautiful Star Wars story!!! THANK YOU!!!!!!!  
90 Reply

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@Swordsmaster227 1 year ago

The fact that the restored content is being included alone is enough for me to buy this game. And shows this studio understands it's customers.

I'm a console gamer and I've wanted to play the restored content so badly for years. Now I have that opportunity.

1 1 5 1 1



@Ponaru 1 year ago (edited)

I knew this was coming, but I'm pleasantly surprised to see it's going to include the restored content. Well done Aspyr!

23 Reply

2 replies



@AwesomeMutation 4 months ago

man I can't wait to play the restored content, I sure hope Aspyr doesn't miss their release date of Q3 2022.



@akaimizu1 1 year ago

Nice. One of Obsidian's old bests, but also with no time to do it. Seeing a cleaned up version fully restored is going to be so nice. Looking forward to this moreso than my physical copy of the first one.

5 Reply

30. In 2022 and 2023, Class Representatives saw Defendant's advertisements about KOTOR II and were drawn by the Restored Content DLC. As a result, Class Representatives purchased KOTOR II.

31. Class Representatives and countless consumers all over the world anxiously awaited the release of the Restored Content DLC. Defendant went radio silent about the release date.

32. After representing that the DLC would be released in the third quarter of 2022, Defendant failed to meet this deadline.



Shadowfire2121 @shadowfire2121 · Sep 30, 2022

so, dlc? its 6:30 pm edt on the last day of q3. like, this is begining to feel like actively fucking with the install base. announce a delay, drop the dlc, state cancelation. pop your collective thumbs out of your rear and do something because deadline is here fellas!

1 11 1 1



t mcm @hoopsfan1985 · Jan 11

Where is the dlc?? Such a scummy move

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**Alexander Perreman** @LtSpook · Aug 24, 2022

is there any news on the restored content DLC. Many people like me already bought the game but are waiting for the DLC to actually start. since a new save is needed.

After the announcement absolutely no news of announcement was made

1 1 5



**Chris O** @LrgLeprechaun · Sep 12, 2022

Heeey!! It's time for my monthly check-in/rant!! ANY NEWS ON THE RESTORED CONTENT DLC? Q3 is has come and almost gone, and the fan base had for nothing but crickets from you guys since the original announcement. Has it been delayed? Scraped? Coming in the next 2 weeks? What's up?

1 2 14



**Bigredcandle** @Bigredcandle1 · Sep 16, 2022

Replying to @AspyrMedia  
Any news on the **restored content dlc** for kotor 2?

1 1 15



**Ozzy's Game Room** @OzzysGameRoom · May 5

Replying to @AspyrMedia and @AppStore  
You know what I DON'T have? **Restored Content DLC** that was promised.

1 1 7 433



**Bigredcandle** @Bigredcandle1 · Nov 2, 2022

Replying to @AspyrMedia  
This is cool and all but any news on the kotor 2 **restored content dlc** for switch?

1 3 20



**Orbait** @blackeye500 · Dec 13, 2022

Replying to @AspyrMedia  
What happened to the **restored content DLC** for Kotor 2 on switch?

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**ReadStarWars (Victor)** @readstarwars · Mar 16

...

Hey @AspyrMedia when is the KOTOR 2 **Restored Content DLC** coming to the Switch? Your website still says Q3 2022 which has long passed, and there have been zero updates or answers about it. I'd rather have confirmation that it's not happening than keep waiting in limbo.



5 7 35 1,796



**Robby Allen** @YaBoyFruitJuice · May 4

...

Replying to @AspyrMedia  
May the **restored content DLC** be with you!

Seriously. Say something. Anything.



4 28 408



**dork** @KayoticWrath · May 5

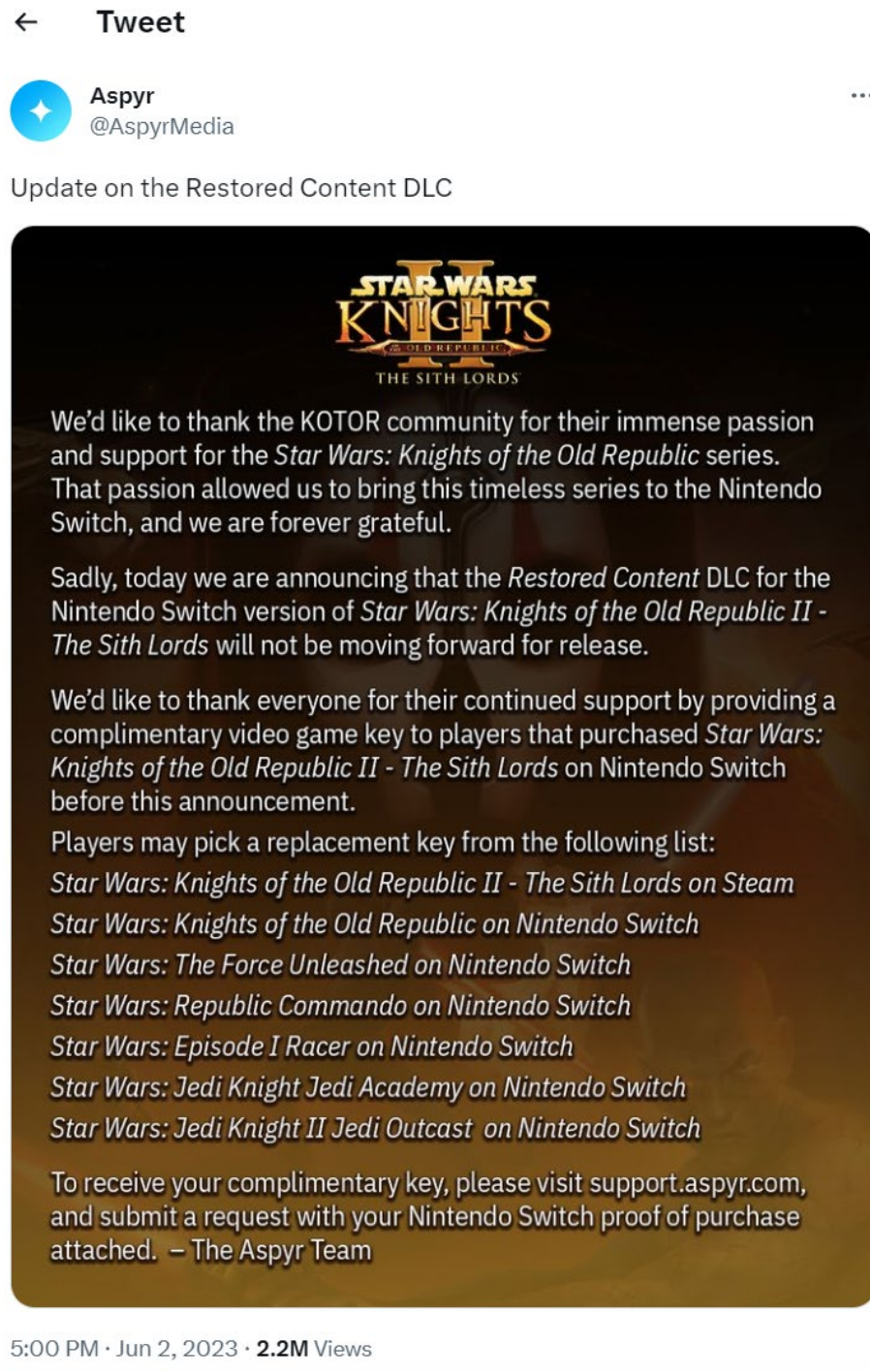
...

Replying to @AspyrMedia and @AppStore

I bought Kotor 2 on release with the promise of the **restored content DLC** which you advertised for the Switch version. It's still not out after you guys said it was going to be. It's false advertising to sell your game...

1 11 272

1 33. More than one year later, on June 2, 2023 Defendant announced that it  
2 will not release the highly anticipated Restored Content DLC for KOTOR II:



34. Specifically, Defendant stated, “Sadly, today we are announcing that the Restored Content DLC for the Nintendo Switch version of *Star Wars: Knights of the*

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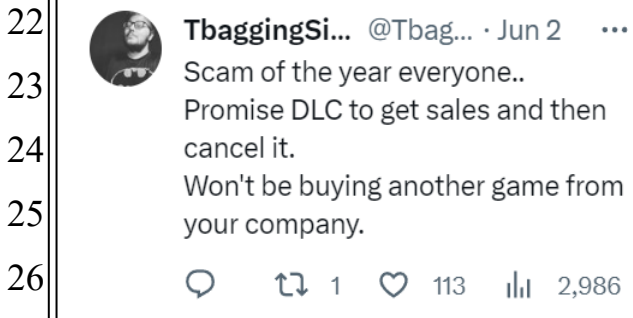
1 *Old Republic II – The Sith Lords* will not be moving forward for release.” Defendant  
2 did not explain why.

3 35. Instead, Defendant “thank[ed] everyone for their continued support by  
4 providing a *complimentary video game key*.” (italics added). Defendant reiterated  
5 that the video game key it would provide was “complimentary”: “To receive your  
6 *complimentary key*, please visit support.aspyr.com, and submit a request with your  
7 Nintendo Switch proof of purchase attached.” (italics added).

8 36. Despite their failure to release KOTOR II’s Restored Content DLC,  
9 Defendant refused to give refunds to purchasers of KOTOR II.

10 37. Class Representatives felt completely duped and were upset because  
11 they had relied on Defendant’s representations that the Restored Content DLC would  
12 be included with KOTOR II. In fact, some Class Representatives did not even play  
13 KOTOR II after purchasing it, instead choosing to wait until the Restored Content  
14 DLC was released. But Defendant never did. Class Representatives would  
15 potentially be interested in purchasing other games with Restored Content DLC from  
16 Defendant in the future if they have the advertised content, are not deceptively  
17 advertised, and accordingly priced at fair market value without being artificially  
18 inflated due to the deceptive advertising.

19 38. Numerous other consumers, like Class Representatives, were equally  
20 upset as evidenced by posts found on Twitter and YouTube:





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**Voultar** @Voultar · Jun 2  
That's completely unacceptable.  
Many people (including myself) bought this game with the assurance the DLC would be reconstituted and eventually restored for the game.  
That was the whole point of buying it again. Otherwise, I'd just stick to my OG Xbox copy.  
25 24 921 46.9

**Voultar** @Voultar · Jun 4  
I would have no reason to complain providing that you didn't go out of your way to include footage from the DLC in the launch trailer for the game.  
That was a bad move..  
1 2 61 4,494

**Super M...** @Supe... · Jun 3  
Either find a way to get dlc or let us get a refund for the game. Replacement for it with games we already have is not acceptable  
4 86 6,963

**Scorpio** @Scorpiopt · Jun 3  
You should be offering refunds, you falsely advertised  
1 8 89 5,123

**@steventaught...** · Jun 11  
y'all are so embarrassing lmao.  
2 450

**Kaz** @thekrazymaN\_ · Jun 2  
Pathetic  
2 536

**Normal ...** @Norm... · Jun 2  
This is unacceptable  
  
1 2 112 15.8K


**Paul Be...** @Sauli... · Jun 4  
You have no integrity. We were buying the KOTOR II version only because of the restored content! You were advertising it. If you cannot get it done, don't advertise it.

**Bin...** @BinksMag... · Jun 2  
You should be offering \*refunds\*. You sold the game with the promise of RCM. You put it in the launch trailer.  
17 24 577 24K


**HisSha...** @HisSh... · Jun 4  
Agreed with other posters ! I bought this game thinking we are getting DLC because that was what was advertised  
1 22 1,858


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 **@kutless45** 1 month ago  
LIES! Nintendo, bankrupt these fraudsters!  
👍 2 🗨️ Reply


 **@wildtiger397** 1 month ago  
LIES!!!  
👍 1 🗨️ Reply


 **@johanyhernandez1018** 1 month ago  
LMFAOOO THE LIES of these developers. Won't look twice when these whipped dogs are starving off on the sidewalk with this false advertising  
👍 2 🗨️ Reply


 **@ultimateneek530** 1 month ago  
The Restored Content DLC was a lie!  
👍 2 🗨️ Reply

 **@cybertech6925** 1 month ago  
Nintendo needs to start verify any game that is committing false advertising on their eshop. Aspyr released this game without the Restored Content Mod DLC. They broke a promise to the gamers who loves this wonderful game that's a blast from the past for one of the best Star Wars Games ever made. It's a shame that the game is in this state. If anyone is reading this, don't buy this game till the DLC is in...  
Read more  
👍 3 🗨️ Reply

 **Star Wars ...** @Th... · Jun 3 ...  
I am this close 🖐️ to starting a lawsuit against @AspyrMedia.  
  
The original intention was that the Restored Content Mod would be released for the game.  
  
Customers bought this product because they were told it was coming to the game, and not delivering on it is false advertising.... [Show more](#)  
🗨️ 39 🔄 23 ❤️ 404 📊 21.1k

 **Paul Be...** @Sauli... · Jun 4 ...  
The behaviour of Aspyr is very week. Not only did they advertise it but as a fan of KOTOR we bought into the other Star Wars Switch games. I don't have any trust at Aspyr anymore and honestly don't need a KOTOR remake for modern audience at all! But the damage has been done.

 **Calen @CalenBender** · Jun 2 ...  
How about a refund due to false advertising?  
🗨️ 🔄 ❤️ 181 📊 5,787

 **SW Forge - Male...** @... · Jun 2 ...  
This is so disappointing for switch console players. You as a company hyped the TSLRCM mod up to be released as a download addition. Maybe you should give a refund for those who want it.  
🗨️ 4 🔄 15 ❤️ 552 📊 39K



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@sinsgalore5146 1 month ago  
Liars

👍 2 🗨️ Reply



@applepie1911e 1 month ago  
WARNING  
They announced they're not doing the mod on switch

👍 3 🗨️ Reply



@applepie1911e 1 month ago  
I was waiting to buy it. I already have it on cell phone but wanted to play the mod. It's supposedly possible to add the mod on phone but I couldn't get it to work. I guess I'll never play it now.  
No mod on switch

👍 1 🗨️ Reply



@GoddDamn 1 month ago  
So much for the coming soon dlc. Aspyr canceled it a year after release

👍 2 🗨️ Reply



@AlecFortescue 1 month ago (edited)  
REMINDER --- Disney didn't let Aspyr go ahead with the Restored Content! I am outraged as a huge fan of the game and a fresh Switch owner.

👍 4 🗨️ Reply



@cadillacchris7771 1 month ago  
This trailer needs to be taken down for false advertisement. The dlc was cancelled

👍 7 🗨️ Reply



@wadetyler\_ 1 month ago  
RIP restored content DLC.

👍 7 🗨️ Reply



@JoseRoman-me6ie 1 month ago (edited)  
What a bunch of losers. With all their resources Nintendo couldn't do what modders did over a DECADE ago on the pc... shame on them.

👍 4 🗨️ Reply

∨ 4 replies



@MattKylBullerthemattkylefiles 1 month ago  
reporting this as "spam or misleading"...why not complete the DLC before promoting and selling the game (rather than announcing that it is cancelled one year later)

👍 3 🗨️ Reply



@AlexMagnusTheLoneGamerWanderer 1 month ago  
what a scam

👍 1 🗨️ Reply

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@Alex-pk1iy 1 month ago

The RC dlc isn't happening. Aspyr are removing any mention of this from their media platforms

👍 1 🗨️ Reply



@baver5081 1 month ago (edited)

0:54 still waiting...

👍 1 🗨️ Reply

▼ 1 reply



@joshdavison6888 1 month ago

Restored content "coming soon." Almost one year later and nothing has come out, not even a remark about what happened. On top of that, no update on the Limited Run Games orders you guys have been sitting on for 10 months.

Aspyr is a joke and people shouldn't be supporting them after this nonsense.

👍 2 🗨️ Reply



@sonygodofwar123 1 month ago

1 year later where's my dlc

👍 3 🗨️ Reply

39. When Class Representatives, and class members, purchased KOTOR II they believed that they were purchasing a game with Restored Content DLC. Class Representatives and class members were deceived as a result of Aspyr's actions. In fact, Class Representatives and class members would not have purchased KOTOR II if it were not for the misrepresentations of the aforementioned material facts. These purchasing decisions were the result of the misleading, deceptive, and false representations made by Defendant.

40. Class Representatives suffered an "injury in fact" because their money was taken by Defendant as a result of its intentional false advertising. Furthermore, Class Representatives suffered an "injury in fact" by paying for something they believed had content, features, and characteristics that it did not have.

41. Class Representatives and class members who received a "complimentary video game key" from Aspyr also suffered an injury in fact because their money was taken as a result of Defendant's false advertising, and they did not receive the product they purchased. In addition, these consumers did not receive a

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1 refund. The “complimentary video game” was provided by Aspyr for free as a sign  
2 of gratitude to its supporters. The free game code did not make KOTOR II  
3 purchasers whole.

4 42. Class Representatives and class members were undoubtedly injured and  
5 lost money as a result of Defendant’s misleading, deceptive, fraudulent, and  
6 intentionally false advertising.

7 43. Defendant knowingly deceived consumers in order to artificially raise  
8 sales revenue by selling more KOTOR II games and being able to market KOTOR II  
9 at above-market prices based on qualities and features that the game simply did not  
10 and would not possess.

11 **CLASS ACTION ALLEGATIONS**

12 44. Class Representatives bring this action on behalf of themselves and all  
13 others similarly situated, pursuant to Federal Rule of Civil Procedure 23(b)(2) and  
14 23(b)(3) on behalf of the classes defined as follows (the “Classes”):

15 **California Class:** All persons in the State of California who purchased  
16 KOTOR II for Nintendo Switch during the relevant statute of  
limitations period.

17 **Arizona Class:** All persons in the State of Arizona who purchased  
18 KOTOR II for Nintendo Switch during the relevant statute of  
limitations period.

19 **Colorado Class:** All persons in the State of Colorado who purchased  
20 KOTOR II for Nintendo Switch during the relevant statute of  
limitations period.

21 **Florida Class:** All persons in the State of Florida who purchased  
22 KOTOR II for Nintendo Switch during the relevant statute of  
limitations period.

23 **Georgia Class:** All persons in the State of Georgia who purchased  
24 KOTOR II for Nintendo Switch during the relevant statute of  
limitations period.

25 **Illinois Class:** All persons in the State of Illinois who purchased  
26 KOTOR II for Nintendo Switch during the relevant statute of  
limitations period.

27 **Nevada Class:** All persons in the State of Nevada who purchased  
28 KOTOR II for Nintendo Switch during the relevant statute of  
limitations period.

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**New Jersey Class:** All persons in the State of New Jersey who purchased KOTOR II for Nintendo Switch during the relevant statute of limitations period.

**Ohio Class:** All persons in the State of Ohio who purchased KOTOR II for Nintendo Switch during the relevant statute of limitations period.

**Oregon Class:** All persons in the State of Oregon who purchased KOTOR II for Nintendo Switch during the relevant statute of limitations period.

**South Carolina Class:** All persons in the State of South Carolina who purchased KOTOR II for Nintendo Switch during the relevant statute of limitations period.

**Texas Class:** All persons in the State of Texas who purchased KOTOR II for Nintendo Switch during the relevant statute of limitations period.

**Washington Class:** All persons in the State of Washington who purchased KOTOR II for Nintendo Switch during the relevant statute of limitations period.

45. Excluded from the Classes are: (1) Aspyr, any entity or division in which Defendant has a controlling interest, and their legal representatives, officers, directors, assigns, and successors; and (2) the Judge to whom this case is assigned and the Judge’s staff. Class Representatives reserve the right to amend or expand the Class definitions to seek recovery on behalf of additional persons as warranted as facts are learned in further investigation and discovery.

46. Class Representatives and members of the Classes were harmed by the acts of Defendant by purchasing a game that did not have the content, qualities, characteristics and features that Defendant advertised it had.

47. Common questions of fact and law exist as to all members of the Classes, which predominate over any questions affecting only Class Representatives or individual members of the Class. These common legal and factual questions, which do not vary between the class members, and which may be determined without reference to the individual circumstances of any Class members, include, but are not limited to, the following:

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- 1 a) Whether, within the applicable statute of limitations periods,
- 2 Defendant falsely advertised KOTOR II as having certain content
- 3 and features that they did not or would not have;
- 4 b) Whether Class Representatives and the class members purchased
- 5 a game containing the same intentionally misleading, deceptive,
- 6 false and fraudulent representations;
- 7 c) Whether Class Representatives and the class members were
- 8 damaged thereby, and the extent of damages for such violation;
- 9 d) Whether such conduct is unlawful, unfair or fraudulent; and
- 10 e) Whether Defendant is still engaging in the misconduct and should
- 11 be enjoined from engaging in such conduct in the future.

12 48. As persons who purchased KOTOR II from Defendant, Class  
13 Representatives are asserting claims that are typical of the Classes. Class  
14 Representatives and all members of the Classes sustained damages arising out of  
15 Defendant's common course of conduct complained herein.

16 49. The members of the Classes are so numerous that joinder of all members  
17 would be unfeasible and impractical. The membership of the Classes is currently  
18 unknown to Class Representatives at this time; however, given that, on information  
19 and belief, Defendant sold thousands of KOTOR II games in California, Arizona,  
20 Colorado, Florida, Georgia, Illinois, Nevada, New Jersey, Nevada, Ohio, South  
21 Carolina, Texas, and Washington to Nintendo consumers during the applicable statute  
22 of limitations periods, it is reasonable to presume that the members of the Classes are  
23 so numerous that joinder of all members is impracticable. The disposition of their  
24 claims in a class action is a superior method to individual actions and will provide  
25 substantial benefits to the parties and the Court.

26 50. Class Representatives will fairly and adequately protect the interests of  
27 the members of the Classes because Class Representatives have no interests which are  
28 adverse to the interest of absent class members and because Class Representatives have

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1 retained counsel who possess significant class action litigation experience regarding  
2 alleged violations of consumer statutes.

3 51. A class action is superior to other available methods of fair and efficient  
4 adjudication of this controversy because individual litigation of each of the claims of  
5 the members of the Classes is impracticable. Even if every Class member could afford  
6 individual litigation, the court system could not. It would be unduly burdensome to  
7 the courts in which individual litigation of numerous issues would proceed.  
8 Individualized litigation would also present the potential for varying, inconsistent, or  
9 contradictory judgments and would magnify the delay and expense to all parties and to  
10 the court system resulting from multiple trials of the same complex factual issues. By  
11 contrast, the conduct of this action as a class action presents fewer management  
12 difficulties, conserves the resources of the parties and of the court system, and protects  
13 the rights of each Class member.

14 52. The prosecution of separate actions by individual members of the Class  
15 would create a risk of adjudications with respect to them that would, as a practical  
16 matter, be dispositive of the interests of the other Class members not parties to such  
17 adjudications or that would substantially impair or impede the ability of such non-party  
18 Class members to protect their interests.

19 53. Defendant has acted or refused to act in respects generally applicable to  
20 the Classes, thereby making appropriate final and injunctive relief with regard to the  
21 members of the Classes as a whole.

22 **FIRST CAUSE OF ACTION**

23 **CALIFORNIA UNFAIR COMPETITION LAW**

24 **BUSINESS & PROFESSIONS CODE § 17200 *et seq.***

25 **(On Behalf Of Mickelonis and Munoz And The California Class)**

26 54. Class Representatives repeat, re-allege, and incorporate by reference all  
27 other paragraphs, as if fully set forth herein.

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1 substantially injurious to consumers, in that consumers are led to believe that the  
2 KOTOR II has content, qualities and benefits which it does not have.

3 66. California Business & Professions Code § 17200 prohibits any “unfair ...  
4 business act or practice.” Defendant’s acts, omissions, misrepresentations, and  
5 practices as alleged herein also constitute “unfair” business acts and practices within  
6 the meaning of the UCL in that its conduct is substantially injurious to purchasers,  
7 offends public policy, and is immoral, unethical, oppressive, and unscrupulous as the  
8 gravity of the conduct outweighs any alleged benefits attributable to such conduct.  
9 There were reasonably available alternatives to further Defendant’s legitimate business  
10 interests, other than the conduct described herein. Class Representatives reserve the  
11 right to allege further conduct which constitutes other unfair business acts or practices.  
12 Such conduct is ongoing and continues to this date.

13 67. UCL cases have applied a variety of tests for what constitutes an “unfair”  
14 business practice. *See Durrell v. Sharp HealthCare*, 183 Cal. App. 4th 1350, 1365  
15 (2010). Here, the Class Representatives satisfy all three.

16 68. The FTC test requires a purchaser to show that the injury: (1) is  
17 substantial; (2) is not outweighed by any countervailing benefits to purchasers or  
18 competition; and, (3) is not one that purchasers themselves could reasonably have  
19 avoided.

20 69. Here, Defendant’s conduct has caused and continues to cause substantial  
21 injury to Class Representatives and class members. Class Representatives and class  
22 members have suffered injury in fact and lost money due to Defendant’s decision to  
23 sell KOTOR II even though it did not and would not have characteristics as advertised.  
24 Accordingly, Class Representatives and class members were injured because they paid  
25 money for a product that was of substantially less value than they reasonably believed,  
26 and were denied the benefit of the bargain.

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1           70. Such conduct involves equitable remedies in the form of a return of part  
2 of the purchase price of the product. Thus, Defendant’s conduct has caused substantial  
3 injury to Class Representatives and the class members.

4           71. Another test for unfairness under the UCL is the antitrust test, which  
5 analyzes whether the conduct “threatens an incipient violation of an antitrust law, or  
6 violates the policy or spirit of one of those laws because its effects are comparable to or  
7 the same as a violation of the law, or otherwise significantly threatens or harms  
8 competition.” *Cel-Tech Commc’ns, Inc. v. Los Angeles Cellular Tel. Co.*, 20 Cal. 4th  
9 163, 187 (1999).

10           72. By deceiving Class Representatives and members of the class into  
11 purchasing KOTOR II under false pretenses, Defendant has gained an unfair advantage  
12 in the marketplace and has hindered competition. Class members, including Class  
13 Representatives, are stuck with a game that do not have the content they were marketed  
14 as having. As a result, Defendant has unfairly usurped the business of competitors,  
15 and artificially been able to sell and raise the price of KOTOR II.

16           73. Defendant’s actions tend to harm competition in the gaming market by  
17 reducing competition in the marketplace due to consumer perceived quality and content  
18 of KOTOR II as a result of Defendant’s misrepresentations. Defendant’s  
19 misrepresentations do not offer any countervailing benefit to the marketplace.

20           74. A third test for determining unfairness under the UCL is a balancing test  
21 as to whether the business practice is “immoral, unethical, oppressive, unscrupulous or  
22 substantially injurious to consumers.” *South Bay Chevrolet v. General Motors*  
23 *Acceptance Corp.*, 72 Cal. App. 4th 861, 887 (1999).

24           75. Here all of these factors weigh heavily in favor of this Court finding that  
25 Defendant’s business practices are unfair.

26           76. Defendant took advantage of the market and of consumers by  
27 misrepresenting the content, characteristics and qualities of KOTOR II to the general  
28 public, as discussed above. Such conduct is injurious to consumers insofar as it

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1 promises a product bearing certain characteristics, when in fact the product bears  
2 characteristics that are inherently and facially of less value. Accordingly, consumers  
3 were deprived of the benefit of the bargain of what they sought to purchase and  
4 reasonably believed they had purchased at the point of sale. There is no moral, ethical,  
5 or economic justification for this conduct, and it is inherently immoral and  
6 unscrupulous for Defendant to have done this to its customers.

7 77. In so doing, Defendant has acted immorally, unethically, oppressively,  
8 unscrupulously, and has caused a substantial injury to consumers as detailed above.

9 78. Class Representatives can use a benefit of the bargain approach, discrete  
10 choice analysis, or other economically-sound methods of damage calculations to  
11 ascertain the harm suffered by class members.

12 79. Finally, the injury suffered by Class Representatives and class members  
13 is not an injury that consumers could have reasonably avoided.

14 80. Thus, Defendant’s conduct has violated the “unfair” prong of California  
15 Business and Professions Code § 17200.

16 **FRAUDULENT**

17 81. Beginning in or around 2022 and continuing through the time of this  
18 Complaint, Defendant engaged in acts of unfair competition, including those described  
19 herein, by engaging in a pattern of “fraudulent” business practices within the meaning  
20 of Bus. & Prof. Code §§ 17200 *et seq.*, by falsely representing that it would release  
21 Restored Content DLC for KOTOR II.

22 82. Class Representatives reserves the right to allege further conduct that  
23 constitutes other fraudulent business acts or practices. Such conduct is ongoing and  
24 continues to this date.

25 **“UNFAIR, DECEPTIVE, UNTRUE, OR MISLEADING”**

26 83. Defendant’s practices are unfair, deceptive, untrue, or misleading in that  
27 consumers are led to believe that Defendant would release Restored Content DLC for  
28 KOTOR II.

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1 84. Class Representatives and the public, as reasonable consumers, were  
2 deceived and misled by Defendant’s conduct.

3 85. Defendant’s unlawful, unfair, and fraudulent business practices, and  
4 unfair, deceptive, untrue, and/or misleading advertising presents a continuing threat to  
5 the public in that Defendant continue to falsely represent that KOTOR II will have  
6 features that it will not have.

7 86. Defendant engaged in these unlawful, unfair, and fraudulent business  
8 practices, which were motivated solely by Defendant’s self-interest with the primary  
9 purpose of collecting unlawful and unauthorized monies from Class Representatives  
10 and all others similarly situated, thereby unjustly enriching Defendant.

11 87. Such acts and omissions by Defendant is unlawful and/or unfair and/or  
12 fraudulent and constitute violations of the Bus. & Prof. Code §§ 17200 *et seq.*, Class  
13 Representatives reserves the right to identify additional violations by Defendant as may  
14 be established through discovery.

15 88. As a direct and proximate result of the aforementioned acts and  
16 representations, Defendant received and continue to receive unearned commercial  
17 benefits at the expense of its competitors and the public.

18 89. As a direct and proximate result of Defendant’s unlawful, unfair, and  
19 fraudulent conduct described herein, Defendant has been and will continue to be  
20 unjustly enriched by the receipt of ill-gotten gains from customers, including Class  
21 Representatives and class members, who unwittingly provided money to Defendant as  
22 a result of Defendant’s fraudulent misrepresentations.

23 90. Class Representatives has suffered an “injury in fact” because Defendant  
24 received Class Representatives’ money as a result of Defendant’s false representations.

25 91. In prosecuting this action for the enforcement of important rights affecting  
26 the public interest, Class Representatives seeks the recovery of attorneys’ fees, which  
27 are available to prevailing plaintiffs in class action cases such as this.

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**SECOND CAUSE OF ACTION**

**CALIFORNIA FALSE ADVERTISING LAW**

**Business and Professions Code § 17500**

**(On Behalf Of Mickelonis and Munoz And The California Class)**

92. Class Representatives repeat, re-allege, and incorporate by reference all other paragraphs, as if fully set forth herein.

93. Mickelonis and Munoz bring this claim individually and on behalf of all others similarly situated for Defendant’s violations of California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code §§ 17500, *et seq.*

94. Under the FAL, the State of California makes it “unlawful for any person, firm, corporation or association, or any employee thereof with intent directly or indirectly to dispose of ... personal property or to perform services... or anything of any nature whatsoever or to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated before the public ... in any other manner or means whatever, including over the Internet, any statement, concerning that ... personal property or those services ... which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading[.]” Cal. Bus. & Prof. Code § 17500.

95. Defendant knowingly engaged in a scheme of misrepresenting that Restored Content DLC would be released for KOTOR II. Such practice misrepresented the content, quality and characteristics of KOTOR II. Defendant knew or should have known its conduct was unauthorized, inaccurate, and misleading.

**THIRD CAUSE OF ACTION**

**CALIFORNIA CONSUMER LEGAL REMEDIES ACT**

**California Civil Code §1770, *et seq.***

**(On Behalf Of Mickelonis and Munoz And The California Class)**

96. Class Representative repeat, re-allege, and incorporate by reference all other paragraphs, as if fully set forth herein.

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1 97. Defendant’s actions as detailed above constitute a violation of the  
2 Consumer Legal Remedies Act (“CLRA”), Cal. Civ. Code §1770 to the extent that  
3 Defendant violated the following provisions of the CLRA:

- 4 a) Using deceptive representations in connection with goods or services. Cal.  
5 Civ. Code §1770(a)(4).
- 6 b) Representing that goods or services have characteristics, ingredients, uses,  
7 and benefits that they do not have. Cal. Civ. Code §1770(a)(5).
- 8 c) Representing that goods or services are of a particular standard, quality, or  
9 grade, or that goods are of a particular style or model, if they are of another.  
10 Cal. Civ. Code §1770(a)(7).
- 11 d) Advertising goods or services with intent not to sell them as advertised. Cal.  
12 Civ. Code §1770(a)(9).
- 13 e) Advertising goods or services with intent not to supply reasonably  
14 expectable demand. Cal. Civ. Code §1770(a)(10).

15 98. On or about July 10, 2023, through his Counsel of record, using certified  
16 mail with a return receipt requested, counsel for Class Representatives served  
17 Defendant with notice of its violations of the CLRA (attached hereto as **Exhibit A**),  
18 and asked that Defendant correct, repair, replace or otherwise rectify the goods and  
19 services alleged to be in violation of consumer law; this correspondence advised  
20 Defendant that it must take such action within thirty (30) calendar days, and pointed  
21 Defendant to the provisions of the CLRA that Class Representatives believe to have  
22 been violated by Defendant. Defendant refused to timely correct, repair, replace or  
23 otherwise rectify the issues raised therein. Therefore, Class Representatives hereby  
24 seek damages, including punitive damages, under the CLRA.

25 99. Mickelonis concurrently files with this First Amended Class Action  
26 Complaint an Affidavit of Venue pursuant to the CLRA.

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**FOURTH CAUSE OF ACTION**

**ARIZONA CONSUMER FRAUD ACT**

**Arizona Revised Statutes Section 44-1522, *et seq.***

**(On Behalf Of Gorka And The Arizona Class)**

100. Class Representatives repeat, re-allege, and incorporate by reference all other paragraphs, as if fully set forth herein.

101. Gorka brings this claim individually and on behalf of all others similarly situated for Defendant’s violations of Arizona Consumer Fraud Act (“ACFA”), Arizona Revised Statutes Section 44-1522 *et seq.*

102. Under the ACFA, “the use or employment by any person of any deception, deceptive or unfair act or practice, fraud, false pretense, false promise, misrepresentation, or concealment, suppression or omission of any material fact with intent that others rely on such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise whether or not any person has in fact been misled, deceived or damaged thereby” is an unlawful practice.

103. Defendant knowingly engaged in a scheme of deceptively representing, misrepresenting, and concealing material facts regarding the release of the Restored Content DLC for KOTOR II. Such practice misrepresented, falsely promised, and materially omitted facts regarding the content, quality and characteristics of KOTOR II, including the Restored Content DLC. Defendant knew or should have known its conduct was deceptive, unfair, false, and unlawful.

104. Gorka and the Arizona class members were misled, deceived, and damaged by Defendant’s actions. Among other remedies, Gorka and the Arizona class members are entitled to restitution and a disgorgement of profits and gains obtained as a result of Defendant’s unlawful practices and damages, including punitive damages.

**FIFTH CAUSE OF ACTION**

**COLORADO CONSUMER FRAUD ACT**

**Colorado Code Section 6-1-105, *et seq.***

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**(On Behalf Of Nolan, Villa And The Colorado Class)**

105. Class Representative repeat, re-allege, and incorporate by reference all other paragraphs, as if fully set forth herein.

106. Defendant’s actions as detailed above constitute a violation of the Colorado Consumer Protection Act (“CCPA”), CO Code § 6-1-105 to the extent that Defendant violated the following provisions of the CCPA:

- a) Using deceptive representations in connection with goods or services. CO Code § 6-1-105(1)(d).
- b) Representing that goods or services have characteristics, ingredients, uses, and benefits that they do not have. CO Code § 6-1-105(1)(e).
- c) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another. CO Code § 6-1-105(1)(g).
- d) Advertising goods or services with intent not to sell them as advertised. CO Code § 6-1-105(1)(i).
- e) Advertising goods or services with intent not to supply reasonably expectable demand. CO Code § 6-1-105(1)(j).
- f) Failing to disclose material information concerning KOTOR II, which information was known at the time of Defendant’s advertisements and sales, to induce consumers to purchase KOTOR II. CO Code § 6-1-105(1)(v).

107. Nolan, Villa and the Colorado Class were injured and suffered damages as a result of Defendant’s violations of the CCPA. Nolan and Villa and Colorado class members seek statutory damages of five-hundred dollars (\$500.00) and/or actual damages as provided by the CCPA, injunctive relief, and reasonable attorneys’ fees and costs.

**SIXTH CAUSE OF ACTION**

**FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT**

**Florida Statutes § 501.204, et seq.**

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**(On Behalf Of Afilani, Phillips, Yee And The Florida Class)**

108. Class Representatives repeat, re-allege, and incorporate by reference all other paragraphs, as if fully set forth herein.

109. Afilani, Phillips and Yee bring this claim individually and on behalf of all others similarly situated for Defendant’s violations of Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), Florida Statutes § 501.204 *et seq.*

110. Under the FDUTPA, “unfair or deceptive acts or practices in the conduct of any trade or commerce are ... unlawful.”

111. Defendant knowingly engaged in a scheme of deceptively representing, misrepresenting, and concealing material facts regarding the release of the Restored Content DLC for KOTOR II. Such practice misrepresented, falsely promised, and materially omitted facts regarding the content, quality and characteristics of KOTOR II. Defendant knew or should have known its conduct was deceptive, unfair, false, and unlawful, and likely to deceive consumers.

112. Afilani, Phillips, Yee and the Florida class members were misled, deceived, and damaged by Defendant’s actions. Among other remedies, Afilani , Phillips, Yee and the Florida class members are entitled to restitution, actual damages, and civil penalties for each violation of the FDUTPA.

**SEVENTH CAUSE OF ACTION**  
**GEORGIA FAIR BUSINESS PRACTICES ACT**  
**Georgia Code Section 10-1-393, *et seq.***

**(On Behalf Of Palmer And The Georgia Class)**

113. Class Representatives repeat, re-allege, and incorporate by reference all other paragraphs, as if fully set forth herein.

114. Palmer brings this claim individually and on behalf of all others similarly situated for Defendant’s violations of the Georgia Fair Business Practices Act (“GFBPA”), Georgia Code Section 10-1-393 *et seq.*

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115. Defendant’s actions as detailed above constitute a violation of the GFBPA to the extent that Defendant violated the following provisions of the GFBPA:

- a) Using deceptive representations in connection with goods or services. Ga. Code Ann. § 10-1-393(a)(4).
- b) Representing that goods or services have characteristics, ingredients, uses, and benefits that they do not have. Ga. Code Ann. § 10-1-393(a)(5).
- c) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another. Ga. Code Ann. § 10-1-393(a)(7).
- d) Advertising goods or services with intent not to sell them as advertised. Ga. Code Ann. § 10-1-393(a)(9).
- e) Advertising goods or services with intent not to supply reasonably expectable demand. Ga. Code Ann. § 10-1-393(a)(10).

116. Palmer and Georgia class members were misled, deceived, and damaged by Defendant’s actions. Among other remedies, Palmer and Georgia class members are entitled to restitution, actual damages, and exemplary damages under the GFBPA.

**EIGHTH CAUSE OF ACTION**

**NEVADA DECEPTIVE TRADE PRACTICES ACT**

**Nev. Rev. Stat. Ann. § 598.0915, *et seq.***

**(On Behalf Of Sousa and the Nevada Class)**

117. Class Representatives repeat, re-allege, and incorporate by reference all other paragraphs, as if fully set forth herein.

118. Sousa brings this claim individually and on behalf of all others similarly situated for Defendant’s violations of Nevada Deceptive Trade Practices Act (“NDTPA”), Nev. Rev. Stat. Ann. § 598.0915, *et seq.*

119. Defendant’s actions as detailed above constitute a violation of the NDTPA to the extent that Defendant violated the following provisions of the NDTPA:



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- 1 a) Using deceptive representations in connection with goods or services. Nev.
- 2 Rev. Stat. Ann. § 598.0915(4).
- 3 b) Representing that goods or services have characteristics, ingredients, uses,
- 4 and benefits that they do not have. Nev. Rev. Stat. Ann. § 598.0915(5).
- 5 c) Representing that goods or services are of a particular standard, quality, or
- 6 grade, if they are of another. Nev. Rev. Stat. Ann. § 598.0915(7).
- 7 d) Advertising goods or services with intent not to sell them as advertised. Nev.
- 8 Rev. Stat. Ann. § 598.0915(9).
- 9 e) Advertising goods or services with intent not to supply reasonably
- 10 expectable demand. Nev. Rev. Stat. Ann. § 598.0915(10).
- 11 f) Knowingly making a false representation in a transaction. Nev. Rev. Stat.
- 12 Ann. § 598.0915(15).

13 120. Sousa and Nevada class members were misled, deceived, and damaged  
14 by Defendant’s actions. Among other remedies, Sousa and Nevada class members are  
15 entitled to restitution, damages, and equitable relief under the NDTPA.

16 **NINTH CAUSE OF ACTION**

17 **NEW JERSEY CONSUMER FRAUD ACT**

18 **N.J. Stat. Ann. § 56:8-2, et seq.**

19 **(On Behalf Of Vazquez and the New Jersey Class)**

20 121. Class Representatives repeat, re-allege, and incorporate by reference all  
21 other paragraphs, as if fully set forth herein.

22 122. Vazquez brings this claim individually and on behalf of all others  
23 similarly situated for Defendant’s violations of New Jersey Consumer Fraud Act  
24 (“CFA”), N.J. Stat. Ann. § 56:8-2, et seq.

25 123. Under the CFA, “[t]he act, use or employment by any person of any  
26 commercial practice that is unconscionable or abusive, deception, fraud, false pretense,  
27 false promise, misrepresentation, or the knowing, concealment, suppression, or  
28 omission of any material fact with intent that others rely upon such concealment,

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1 suppression or omission, in connection with the sale or advertisement of any  
2 merchandise ... whether or not any person has in fact been misled, deceived or  
3 damaged thereby” is an unlawful practice.

4 124. Defendant knowingly engaged in a scheme of deceptively representing,  
5 misrepresenting, and concealing material facts regarding the Restored Content DLC  
6 for KOTOR II. Such practices misrepresented, falsely promised, and materially  
7 omitted facts regarding the content, quality and characteristics of KOTOR II.  
8 Defendant knew or should have known its conduct was deceptive, unfair, false, and  
9 unlawful.

10 125. Vazquez and the New Jersey class members were misled, deceived, and  
11 damaged by Defendant’s actions. Among other remedies, Vazquez and the New Jersey  
12 class members seek damages, including treble damages, as a result of Defendant’s  
13 unlawful practices.

14 **TENTH CAUSE OF ACTION**

15 **OHIO CONSUMER SALES PRACTICES ACT**

16 **Ohio Rev. Code Ann. § 1345.02, et seq.**

17 **(On Behalf Of Niedermeier And The Ohio Class)**

18 126. Class Representatives repeat, re-allege, and incorporate by reference all  
19 other paragraphs, as if fully set forth herein.

20 127. Niedermeier brings this claim individually and on behalf of all others  
21 similarly situated for Defendant’s violations of Ohio Consumer Sales Practices Act  
22 (“OCSPA”), Ohio Rev. Code Ann. § 1345.02 et seq.

23 128. Defendant’s actions as detailed above constitute an unfair and/or  
24 deceptive act that violates the OCSPA, including the following provisions of the  
25 OCSPA:

- 26 a) Using deceptive representations in connection with goods or services. Ohio  
27 Rev. Code Ann. § 1345.02(A).  
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- 1           b) Representing that the subject of a consumer transaction has performance
- 2           characteristics, accessories, uses, or benefits that it does not have. Ohio Rev.
- 3           Code Ann. § 1345.02(B)(1).
- 4           c) Representing that the subject of a consumer transaction is of a particular
- 5           standard, quality, grade, style, prescription, or model, if it is not. Ohio Rev.
- 6           Code Ann. § 1345.02(B)(2).
- 7           d) Representing that the subject of a consumer transaction is available to the
- 8           consumer for a reason that does not exist. Ohio Rev. Code Ann. §
- 9           1345.02(B)(4).

10           129. Niedermeier and Ohio class members were misled, deceived, and  
11           damaged by Defendant’s actions. Among other remedies, Niedermeier and Ohio class  
12           members seek actual damages and/or noneconomic damages of five-thousand dollars  
13           under the OCSPA.

**ELEVENTH CAUSE OF ACTION**

**OREGON UNLAWFUL TRADE PRACTICES ACT**

**Or. Rev. Stat. Ann. § 646.607, *et seq.***

**(On Behalf Of Alva-Melville And The Oregon Class)**

18           130. Class Representatives repeat, re-allege, and incorporate by reference all  
19           other paragraphs, as if fully set forth herein.

20           131. Alva-Melville brings this claim individually and on behalf of all others  
21           similarly situated for Defendant’s violations of Oregon Unlawful Trade Practices Act  
22           (“UTPA”), Or. Rev. Stat. Ann. § 646.607, *et seq.*

23           132. Defendant’s actions as detailed above constitute an unfair and/or  
24           deceptive act that violates the UTPA, including the following provisions of the UTPA:

- 25           a) Using deceptive representations in connection with goods or services. Or.
- 26           Rev. Stat. Ann. § 646.608(1)(d).

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- 1           b) Representing that goods or services have characteristics, ingredients, uses,
- 2           benefits, quantities or qualities that the goods or services do not have. Or.
- 3           Rev. Stat. Ann. § 646.608(1)(e).
- 4           c) Representing that goods or services are of a particular standard or quality.
- 5           Or. Rev. Stat. Ann. § 646.608(1)(g).
- 6           d) Advertising goods or services with intent not to provide the goods or services
- 7           as advertised. Or. Rev. Stat. Ann. § 646.608(1)(i).
- 8           e) Promising to deliver goods or services within a certain period of time with
- 9           intent not to deliver the goods or services as promised. Or. Rev. Stat. Ann. §
- 10          646.608(1)(q).
- 11          f) Engaging in unfair or deceptive conduct in trade or commerce. Or. Rev. Stat.
- 12          Ann. § 646.608(1)(u).

13          133. Alva-Melville and Oregon class members were misled, deceived, and  
14          damaged by Defendant’s actions. Among other remedies, Alva-Melville and Oregon  
15          class members seek actual damages or statutory damages of \$200.00, whichever is  
16          greater, punitive damages and equitable relief, under the UTPA.

**TWELFTH CAUSE OF ACTION**

**SOUTH CAROLINA UNFAIR TRADE PRACTICES ACT**

**St. S.C. § 39-5-20, *et seq.***

**(On Behalf Of Hilliard and the South Carolina Class)**

21          134. Class Representatives repeat, re-allege, and incorporate by reference all  
22          other paragraphs, as if fully set forth herein.

23          135. Hilliard brings this claim individually and on behalf of all others similarly  
24          situated for Defendant’s violations of South Carolina Unfair Trade Practices Act  
25          (“UTPA”), St. S.C. § 39-5-20, *et seq.*

26          136. Under the UTPA, “[u]nfair methods of competition and unfair or  
27          deceptive acts or practices in the conduct of any trade or commerce are ... unlawful.”

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1 d) Advertising goods or services with intent not to sell them as advertised. Tex.  
2 Bus. & Com. Code Ann. § 17.46(b)(9).

3 e) Failing to disclose information concerning goods or services which was  
4 known at the time of the transaction to induce the consumer into the  
5 transaction. Tex. Bus. & Com. Code Ann. § 17.46(b)(24).

6 142. Kirkland, Mueller and the Texas class members relied on Defendant’s  
7 representations about the Restored Content DLC and were misled, deceived, and  
8 damaged by Defendant’s actions. Among other remedies, Kirkland, Mueller and the  
9 Texas class members seek actual damages under the DTPA.

10 **FOURTEENTH CAUSE OF ACTION**

11 **WASHINGTON CONSUMER PROTECTION ACT**

12 **St. S.C. § 39-5-20, et seq.**

13 **(On Behalf Of Flores and the Washington Class)**

14 143. Class Representatives repeat, re-allege, and incorporate by reference all  
15 other paragraphs, as if fully set forth herein.

16 144. Flores brings this claim individually and on behalf of all others similarly  
17 situated for Defendant’s violations of the Washington Consumer Protection Act  
18 (“CPA”), Wash. Rev. Code Ann. § 19.86.020 (West), et seq.

19 145. Under the CPA, “[u]nfair methods of competition and unfair or deceptive  
20 acts or practices in the conduct of any trade or commerce are ... unlawful.”

21 146. Defendant knowingly engaged in a scheme of deceptively advertising,  
22 misrepresenting, and concealing material facts regarding the Restored Content DLC  
23 for KOTOR II. Such practices misrepresented, falsely advertised, and materially  
24 omitted facts regarding the content, quality and characteristics of KOTOR II.  
25 Defendant knew or should have known its conduct was deceptive, unfair, false, and  
26 unlawful.

27 147. Flores and the Washington class members were misled, deceived, and  
28 damaged by Defendant’s actions. Among other remedies, Flores and the Washington



1 class members seek damages and treble damages as a result of Defendant’s unlawful  
2 practices.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Class Representatives, individually and on behalf of all others  
5 similarly situated, prays for judgment against the Defendant as follows:

6 A. For an order awarding, as appropriate, restitution, statutory damages,  
7 actual damages, civil penalties and punitive damages to the Class Representatives and  
8 the Classes;

9 B. For an order certifying this case as a class action and appointing Class  
10 Representatives and Class Representatives’ counsel to represent the Classes;

11 C. For an order that the Court certify Class Representatives to serve as the  
12 class representatives in this matter;

13 D. For an order that Defendant’s wrongful conduct alleged herein be  
14 adjudged and decreed to violate the claims asserted herein;

15 E. For an order requiring Defendant to immediately cease and desist from  
16 selling and distributing KOTOR II with the deceptive and false advertising as set forth  
17 above, and enjoining Defendant from continuing to deliver, market, advertise,  
18 distribute, and sell KOTOR II in the unlawful, unfair, and deceptive manner described  
19 herein;

20 F. For an order awarding attorneys’ fees and costs;

21 G. For an order awarding pre-judgment and post-judgment interest; and

22 H. For such other and further relief as this Court find just, equitable and  
23 proper, including, but not limited to, the remedy of disgorgement.

24 **TRIAL BY JURY**

25 Pursuant to the Seventh Amendment to the Constitution of the United States of  
26 America, Class Representatives and members of the Class are entitled to, and  
27 demand, a trial by jury.  
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Dated: October 25, 2023

RAY KIM LAW, APC

/s/ Raymond Y. Kim  
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