



July 11, 2019

VIA FEDEX

Jeanatte Salazar
Public Inquiry Unit
State of California
Attorney General Office
P.O. Box 944255
Sacramento, CA 94244-2550

Dear Ms. Salazar:

We are in receipt of your letter dated May 30, 2019 (the "Letter") believed to be addressed to 505 Games (U.S.), Inc.¹ (hereafter, "505, Inc."), requesting response to a purported complaint submitted by Benjamin Romer (hereafter "Mr. Romer") in which Mr. Romer alleges, in pertinent part, that 505, Inc. has failed to honor his request for a refund relating to an allegedly unfulfilled promise arising from a Kickstarter and/or Fangamer.com campaign relating to the *Bloodstained* video game (the "Game"); namely not receiving a Linux or Mac version of the Game. A copy of your Letter, along with the corresponding "Company Response Form" and apparent complaint form completed by Mr. Romer are attached hereto for reference.

As a preliminary matter, we respectfully question and dispute the jurisdiction of California's Attorney General's Office with respect to this matter. While 505, Inc. is indeed a company residing and operating in the State of California, Mr. Romer appears to be a resident of Pennsylvania, and more importantly and as more specifically set forth below, 505, Inc. is neither a party to the alleged Kickstarter and/or Fangamer.com campaigns alluded to by Mr. Romer, nor is 505, Inc. the publisher of the *Bloodstained* game as erroneously represented by Mr. Romer. As such, neither Mr. Romer, as the complainant, nor the company alleged to have committed any wrongdoing to Mr. Romer, is a resident of the State of California or otherwise have alleged to be engaged in any action or omission in the State to otherwise trigger any jurisdiction of the California Department of Justice, or any office or section thereof, over this purported matter.

As stated, 505, Inc. is neither the publisher of the *Bloodstained* game, nor is it a party to the Kickstarter and/or Fangamer.com campaigns or pages as alluded to in Mr. Romer's complaint of May 30, 2019. Indeed, in his complaint, Mr. Romer includes a link to a Kickstarter campaign relating to the *Bloodstained* game, despite the fact that he does not allege that he made any contribution or backed the campaign via Kickstarter. As such, any reference to the Kickstarter campaign or purported "promises" made to backers on that platform are not relevant here. Moreover, as evidenced by the link provided by Mr. Romer, the subject Kickstarter campaign was not created by nor managed by 505, Inc. To the contrary, the subject Kickstarter campaign clearly states, that it was created by Koji Igarashi, the creator of the *Bloodstained* game. The same is true with respect to the Fangamer.com page. It, too,

¹ Company was addressed as 505 Games US, Inc. in the Letter.

was initiated and for the benefit of the games creator, Koji Igarashi. Mr. Romer appears to acknowledge that any liability for purported unfulfilled promises lie directly with the developer of Bloodstained in saying that “[t]he promises made on Kickstarter are a contract between backers and the developers of the game...” [Emphasis added]

Next, Mr. Romer erroneously alleges that 505, Inc. is the “publisher” of Bloodstained and as such should be liable for any alleged unfulfilled backer promises relating to the Kickstarter and/or Fangamer.com pages. First, 505, Inc. does not publish *any* games, including Bloodstained. Rather, the publisher of Bloodstained is 505 Games SpA, the parent company of 505, Inc., but a company organized and residing in Milan, Italy. While 505, Inc. will distribute the Bloodstained game in North America upon its commercial release to the market, it is not a contractual holder of any publishing or licensing rights relating to that property. In any event, and as stated above, neither 505, Inc., nor the “publisher” of the Bloodstained are parties to the subject crowdfunding campaigns by virtue of the fact that “developers are working with 505” as proffered by Mr. Romer.

That all being said, and without waiver for further response and with reservation of all rights, 505, Inc. further believes that Mr. Romer’s complaint lacks merit and is rendered moot in that 505, Inc. has been informed and understands from the publisher and developer of the Game that the Windows version of the Game does, indeed, run on Mac and Linux, and the Game has even achieved a platinum (highest) rating for compatibility with the platform. Specifically, the “Official Forum” for Bloodstained: Ritual of the Night explains in detail how to access the Windows version of the Game on Mac and Linux:

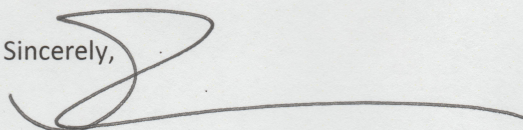
<https://bloodstained.forums.net/thread/4080/bloodstained-runs-fine-on-linux>

Moreover, a simple Google search reveals the following instructions on how to play the Game on Mac: Player can use Bootcamp to create a separate partition and install Windows (10 recommended), update all drivers, download the game and play.

We are aware that Mr. Denby has already received 1 code for Curse of the Moon on PS4, and 2 codes for Ritual of the Night on PC (GoG), and that he has redeemed all his game keys. As such, Mr. Romer should be able to access the Game, and should he have any questions on the foregoing solutions for playing said version of the Game on Mac or Linux, he is welcome to email support@505games.com for further instructions or clarification.

In light of all of the foregoing, 505, Inc. respectfully submits that any complaint filed against 505, Inc. should be withdrawn and/or the file be closed by the Public Inquiry Unit of the Attorney General’s Office. Should your office have any questions or require any further information regarding this matter, please do not hesitate to contact our office at your earliest convenience.

Sincerely,



Neil Ralley, President
505 Games (U.S.), Inc.