

Suing Shulker Road

PLAYERS HAUSE WAS HERE, EBSmc

Plaintiffs

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

vs.

SHULKERROAD INC. AND ASSOCIATES,

2B2T SHOP OWNERS COMMITTEE,

PLAYERS: BGP, ETERNAL_FIN, EXORAM,
ROMTEC, REDSTONER, MINDHAX, SAND_TURTLE,
UFO_CROSSING, L&Z SPOON, MIKIMOO,
LUQUITAP, RECRUCITY, JR(ZZEEKK_)

Defendants

Civil Action No. 98-1232

(Antitrust)

COMPLAINT

Filed: December 6, 2021

Background

1. Over the past 10 years since the inception of Minecraft, sellers of in-game items found in the Minecraft server 2builders2tools have grown in power and influence due to the meteoric rise of Minecraft's popularity amongst its users that are stated to be approximately 710,000. Sellers of in-game items such as blocks, consumables, and resources sell these items through the Marketplace where the uniform price is solely determined by themselves. In particular the multiplayer servers that are independent from the server owner and Microsoft/Mojang have attained clout that has gained notoriety amongst the 710,000 users. Worthy of note, is that these independent sellers

have been engaging in price fixing, an illegal act that targets the tens of thousands of active 2builders2tools users.

2. The price fixing acts have consequently generated profits to the said item sellers in 2builders2tools. The shops/merchants have formed combinations for the purpose of restraining trade, in particular, price fixing. The established cartel has determined a floor on the price of items. The cartel communicated to have a minimum set price is 1 USD per shulker (see EXHIBIT A obtained from a secret Discord server that the merchants use to run the cartel). A shulker is a standard, portable container of items within Minecraft, and almost all trading is done on a per-shulker level. The aforesaid acts of trade practices that are in violation against trusts unlawful restraint of trade and discrimination laws, necessitate this antitrust class action.

STATEMENT OF FACTS

3. In this antitrust law-enforcement action, the Plaintiff joined by 14 state plaintiffs seeks equitable remedies on behalf of the general public. Specifically, the suit seeks to enjoin Minecraft to bar the merchants from price fixing, and to further obstruct hundreds of thousands of 2builders2tools active users across the nation from purchasing the in-game items that belong to the cartel. The cartel is poised create a semblance of a monopoly.
4. The said cartel is herein sued for entering into arrangements, contracts, and agreements as corporations, persons, or by and between its agents and subagents, to sell and market Minecraft products and articles, in form of in-game items. It is observed in the usual course of general business, and the continuance of such practice under such statutory barred arrangements effects free competition, and disrupt market forces since these identified arrangements, contracts, or agreements, by and between their agents and subagents, tend to lessen full and free competition in the sale of in-game items by other sellers. Consequently, their actions amount to a subterfuge for the purpose of obtaining the same advantage and purposes are declared to be against public policy, unlawful, and void.

5. The continued existence of the independent merchants that are free from the Microsoft/Mojang direct control as far as price setting is concerned is likely to limit, control, or discontinue, the production, or sale of future in-game items due to the continued and expected result of fixing, controlling or maintaining its price maintenance.
6. Different 2builders2tools users have conspired to set the price of in-game items as sold to gamers being the wrongful act done pursuant thereto, and the damage resulting from such acts of conspiracy being the creation of a market environment that is not subject to the forces of demand and supply. These acts have violated provisions of the Cartwright Act for antitrust conspiracies. See *Cellular Plus, Inc. v. Superior Court* (1993) 14 Cal.App.4th 1224, 1236 [18 Cal.Rptr.2d 308], and *Chicago Title Insurance Co. v. Great Western Financial Corp.* (1968) 69 Cal.2d 305, 316
7. The Cartwright Act, like the Sherman Act, prohibit combinations for the purpose of restraining trade. Combination implies a concert of action by independent in-game items. See *Roth v. Rhodes* (1994) 25 Cal.App.4th 530, 543. The Cartwright Act prohibits every trust, defined as a combination of capital, skill or acts by two or more persons' for specified anticompetitive purposes. The federal Sherman Act prohibits every contract, combination or conspiracy, in restraint of trade. *Freeman v. San Diego Assn. of Realtors* (1999) 77 Cal.App.4th 171, 188-189 [91 Cal.Rptr.2d 534],
8. The independent in-game item sellers have violated antitrust laws by engaging in a horizontal restraint, consisting of a collaboration among competitors. Horizontal combinations are cartels or agreements among competitors which restrain competition among enterprises at the same level of distribution. They are ordinarily illegal per se. See *Exxon Corp. v. Superior Court* (1997) 51 Cal.App.4th 1672, 1680-1681, and *G.H.I.I. v. Mts, Inc.* (1983) 147 Cal.App.3d 256, 267
9. The aforesaid conspiracy does not need the existence of an explicit or formal agreement to be entertained by the courts. The existence of a small clique of owners of old multiplayer servers, that have established economies, and are independent from

the server owner and independent from Microsoft/Mojang, is sufficient circumstantial evidence that reasonably proves that the defendants have a conscious commitment to a common scheme designed to achieve an unlawful objective. See *In re Automobile Antitrust Cases I & II* (2016) 1 Cal.App.5th

10. The in-game item sellers mentioned herein have been engaging in a conspiracy as competitors to restrict output and/ or set and raise prices of items sold in 2builders2tools which is unlawful per se without regard to any of its effects. See *Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 851
11. The cartel mentioned hereinabove should be probed and ruled as illegal to avert future occurrences of price fixing, division of markets, group boycotts, and/or tying arrangements. The 'Per se' doctrine means that a particular practice and the setting in which it occurs is sufficient to compel the conclusion that competition is unreasonably restrained and the practice is consequently illegal.
12. It has long been settled that an agreement to fix prices is unlawful per se. It should not be available to the in-game item sellers' defense that the prices fixed are themselves reasonable. See *Catalano Inc. v. Target Sales, Inc.* (1980) 446 U.S. 643, 647. Under both California and federal law, agreements fixing or tampering with prices are illegal per se. *Oakland-Alameda County Builders' Exchange*, 4 Cal.3d at p. 363.)
13. The court should take cognizance and acknowledge that the Plaintiff herein should not be hard-pressed to produce direct evidence but should be allow to make inference since, usually, unlawful conspiracy is conceived in secrecy and lives its life in the shadows. See *Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 851

PRAYER

14. **WHEREFORE**, Plaintiff and the plaintiff class prays:

- a) that this Court enter a judgment against defendant, and that defendant be restrained from continued and future violation of provisions of the Sherman Act, 15 U.S.C. § 1;
- b) for an injunctive relief preventing the Defendants from determining the base price of their products;
- c) that the Defendant's conduct in setting the base price for their products violates § 15d of the Sherman Act;
- d) that the Defendant's conduct in combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce with each other as competitors violates Sections 1 and 2 of the Sherman Act, 15 U.S.C. §§ 1 and 2;
- e) for a permanent ban against the Defendants from requiring or inducing any person to agree with a set base price for their products;
- f) That the Defendants be permanently enjoined from taking or threatening any action adverse to any person in whole or in part as a direct or indirect consequence of such person's failure to engage in the statutory prohibited acts of price fixing, and for;
- a) Cost of the suit.

Dated: December 6, 2021

Respectfully submitted,

U.S. DEPARTMENT OF JUSTICE

/s/Ian W. Anthony_____

Ian W. Anthony

Chris H. Davis

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Counsel for State of Ohio and on behalf
of all Plaintiff States

EXHIBIT A



Crystallising Today at 8:57 AM

@everyone - welcome all shop sellers! I have a exciting update for everyone

Beginning on December the 10th, lets have all the discord shops update their pricings to \$1. All items must be above \$1/shulker at the minimum.

- This is a good step to begin to artificially inflate prices to increase our profits.

