

The Honorable Tana Lin

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

BUNGIE, INC.,

Plaintiff,

v.

ELITE BOSS TECH INCORPORATED,
11020781 CANADA INC., DANIEL
FAGERBERG LARSEN, ROBERT JAMES
DUTHIE NELSON, SEBASTIAAN JUAN
THEODOOR CRUDEN A/K/A
“LUZYPHER,” JOHN DOE NO. 4 A/K/A
“GOODMAN,” YUNXUAN DENG A/K/A
“YIMOSECAI,” ANTHONY ROBINSON
A/K/A “RULEZZGAME,” EDDIE TRAN
A/K/A “SENTIENT”, CHENZHIJIE CHEN
A/K/A “CHENZHIJIE402, DSOFTE, CVR
37454303, MARTA MAGALHAES A/K/A
MINDBENDER A/K/A BLUEGIRL, AND
JOHN DOES NO. 9-20,

Defendants.

Case No. 2:21-cv-01112-TL

DECLARATION OF PATRICK
SCHAUFUSS IN SUPPORT OF
MOTION FOR DEFAULT

1. My name is Patrick Schaufuss, also known as “Badger.” The facts stated herein are true and correct based on my personal knowledge, and I could and would testify competently thereto if required to do so. Along with Robert Nelson and Daniel Larsen, I was one of the three partners who ran the cheat software business known as “Wallhax.” Wallhax sells licenses to cheat software directly through multiple websites – Wallhax.com, ArtificialSensei.com, and

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1 CheatAutomation.com – and indirectly through reseller partners. Wallhax’s software (the
2 “Software”) is designed to enable its users to cheat at video games, including popular
3 multiplayer games such as Among Us, Star Wars Battlefront 2, and Halo Infinite. I left Wallhax
4 in the spring of 2022; to the best of my knowledge Nelson and Larsen are the only remaining
5 partners, though Nelson is continuing to pay towards my legal fees.

6 2. As far as I know, Larsen has no income other than through the development and
7 sale of cheat software.

8 **The Wallhax Business**

9 3. Wallhax exists for the one purpose and only one purpose: to develop and sell
10 cheat software for video games. One of the games we developed cheat software for is Bungie’s
11 game *Destiny 2* (the “Destiny 2 Software”). It was important to us to have a cheat available for
12 *Destiny 2*, because that attracted users to our websites; our sales of other products increased
13 because the *Destiny 2* cheat brought in users who would also purchase cheats for other games.
14 Wallhax reinvests the proceeds from selling the Software in its business by paying staff,
15 investing in tools and equipment, and promoting the business.

16 4. When I first joined the Wallhax partnership in 2012, I was the primary software
17 developer for the business. Larsen initially joined the partnership as a forum moderator and
18 asked me to teach him programming and reverse engineering in lieu of payment. He was a good
19 student and learned very quickly, and I continued to mentor him for the next three or four years.
20 In 2016 or 2017, I began to explore other opportunities outside of Wallhax, and Larsen took on
21 increasing coding responsibility within the business, although I remained involved with coding
22 and decision making until the spring of 2022.

23 5. Nelson managed the business side of the partnership, including collecting revenue
24 and distributing the profits evenly among the three of us. Larsen and I coded all the cheats at
25 Wallhax, which we sold via a subscription model from the Wallhax.com and
26 CheatAutomation.com websites; each time a user launched our software, the software would

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1 check whether the user had an active subscription before allowing its use. [REDACTED]

2 [REDACTED]
3 [REDACTED] Reverse-engineering games is an essential part of Larsen’s cheat development
4 process, and therefore his role at Wallhax.

5 **The Wallhax Software**

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13 **Larsen Understood That He was Violating Game Companies' Rights**

14 13. Larsen and I knew that the Software was wrongful and that it violated the DMCA.
15 In fact, in an effort to taunt me about this litigation Larsen specifically told me that he was well
16 aware that what we were doing violated the DMCA.

17 14. At some point between 2016 and 2018, Larsen decided to make a cheat for
18 Overwatch, which is a game from Activision/Blizzard. After Larsen made that cheat and Nelson
19 began promoting it, Activision/Blizzard reached out to us and told us that they would sue us if
20 we started selling it. Larsen's reaction was, essentially, 'Ha ha, try.' Robert and I had to talk
21 Larsen down from that stance; he told us that he had consulted a Danish lawyer and the lawyer
22 told him that he could not be touched by an American lawsuit. Nelson and I each signed
23 agreements with Activision/Blizzard saying that we would not touch their games, but Larsen
24 refused. He was angry that we agreed not to sell the Overwatch cheat; he wanted to go ahead and
25 sell it, even though he knew that Nelson and I would be at risk if we did.
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I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

DATED this 6 day of January, 2023 at Leipzig, Germany.

Patrick Schaufuß

Patrick Schaufuss

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