1 The Honorable Tana Lin 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT WESTERN DISTRICT OF WASHINGTON 9 BUNGIE, INC., 10 Plaintiff, Case No. 2:21-cv-01112-TL 11 DECLARATION OF PATRICK v. 12 SCHAUFUSS IN SUPPORT OF ELITE BOSS TECH INCORPORATED, MOTION FOR DEFAULT 13 11020781 CANADA INC., DANIEL FAGERBERG LARSEN, ROBERT JAMES 14 DUTHIE NELSON, SEBASTIAAN JUAN THEODOOR CRUDEN A/K/A 15 "LUZYPHER," JOHN DOE NO. 4 A/K/A "GOODMAN," YUNXUAN DENG A/K/A 16 "YIMOSECAI," ANTHONY ROBINSON A/K/A "RULEZZGAME," EDDIE TRAN 17 A/K/A "SENTIENT", CHENZHIJIE CHEN A/K/A "CHENZHIJIE402, DSOFT, CVR 18 37454303, MARTA MAGALHAES A/K/A MINDBENDER A/K/A BLUEGIRL, AND 19 JOHN DOES NO. 9-20, 20 Defendants. 21 22 1. My name is Patrick Schaufuss, also known as "Badger." The facts stated herein 23 are true and correct based on my personal knowledge, and I could and would testify competently 24 thereto if required to do so. Along with Robert Nelson and Daniel Larsen, I was one of the three 25 partners who ran the cheat software business known as "Wallhax." Wallhax sells licenses to 26 cheat software directly through multiple websites – Wallhax.com, ArtificialSensei.com, and **DECLARATION OF PATRICK** SCHAUFUSS-1 (Case No. 2:21-cv-01112-TL)

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

## The Wallhax Business

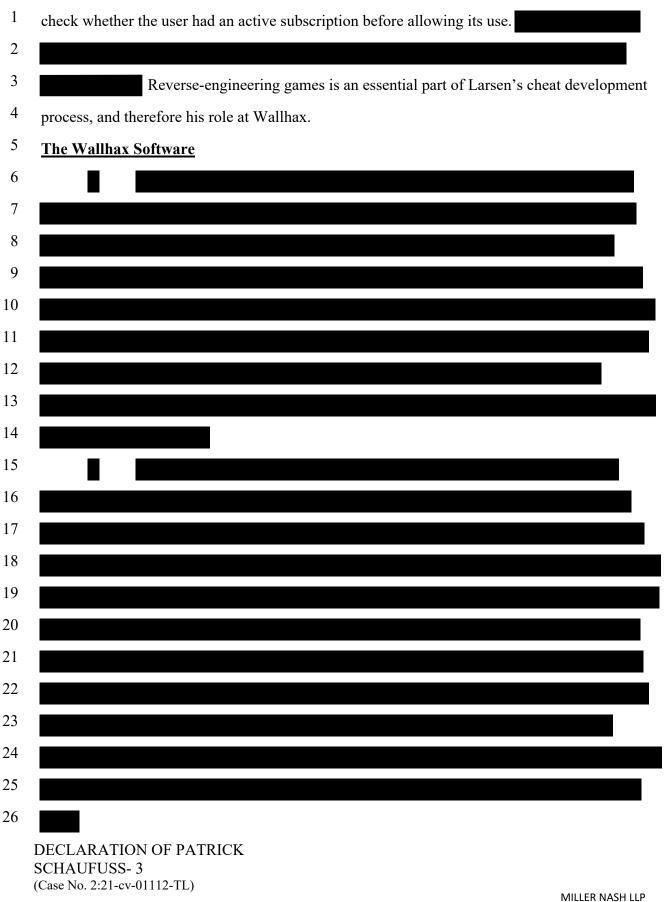
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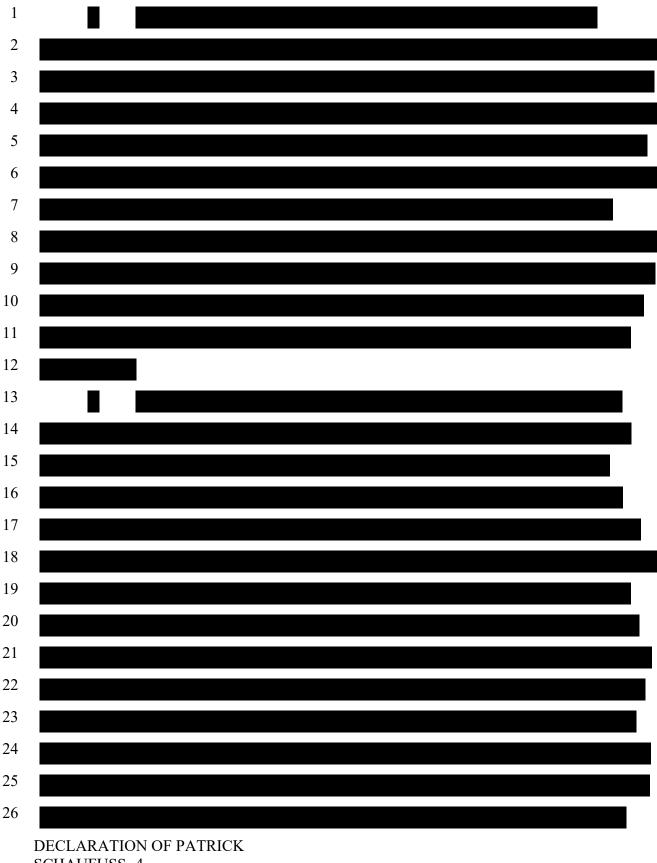
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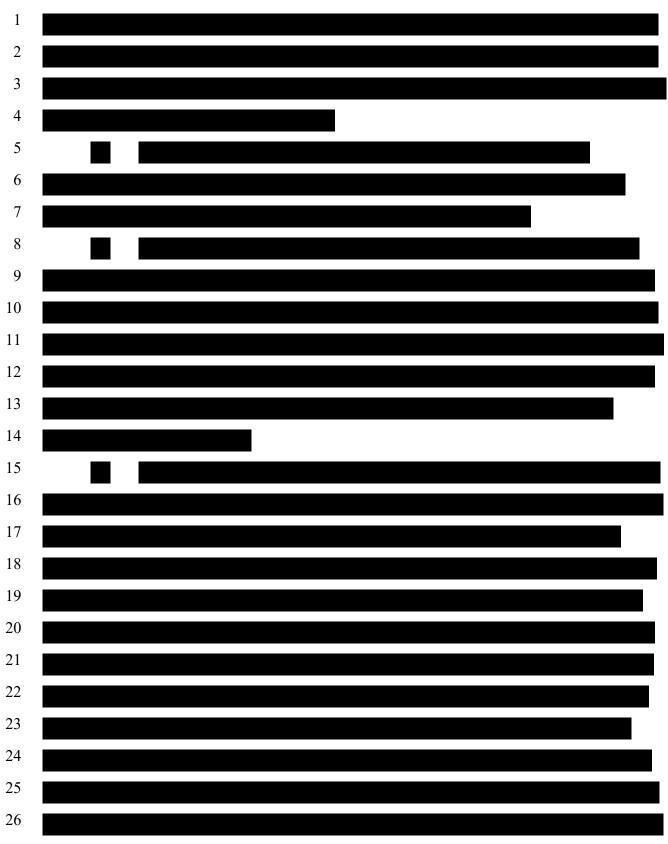
- 9 3. Wallhax exists for the one purpose and only one purpose: to develop and sell
- cheat software for video games. One of the games we developed cheat software for is Bungie's
- game Destiny 2 (the "Destiny 2 Software"). It was important to us to have a cheat available for
- 12 Destiny 2, because that attracted users to our websites; our sales of other products increased
- because the *Destiny 2* cheat brought in users who would also purchase cheats for other games.
- Wallhax reinvests the proceeds from selling the Software in its business by paying staff,
- investing in tools and equipment, and promoting the business.
- When I first joined the Wallhax partnership in 2012, I was the primary software
- developer for the business. Larsen initially joined the partnership as a forum moderator and
- asked me to teach him programming and reverse engineering in lieu of payment. He was a good
- student and learned very quickly, and I continued to mentor him for the next three or four years.
- In 2016 or 2017, I began to explore other opportunities outside of Wallhax, and Larsen took on
- increasing coding responsibility within the business, although I remained involved with coding
- and decision making until the spring of 2022.
- Nelson managed the business side of the partnership, including collecting revenue
- and distributing the profits evenly among the three of us. Larsen and I coded all the cheats at
- 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

DECLARATION OF PATRICK SCHAUFUSS- 2 (Case No. 2:21-cv-01112-TL)

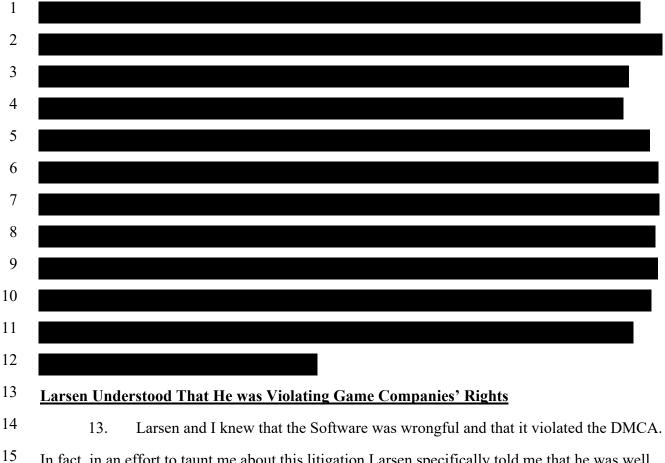




DECLARATION OF PATRICK SCHAUFUSS- 4 (Case No. 2:21-cv-01112-TL)



DECLARATION OF PATRICK SCHAUFUSS- 5 (Case No. 2:21-cv-01112-TL)



- In fact, in an effort to taunt me about this litigation Larsen specifically told me that he was well aware that what we were doing violated the DMCA.
- 14. At some point between 2016 and 2018, Larsen decided to make a cheat for Overwatch, which is a game from Activision/Blizzard. After Larsen made that cheat and Nelson began promoting it, Activision/Blizzard reached out to us and told us that they would sue us if we started selling it. Larsen's reaction was, essentially, 'Ha ha, try.' Robert and I had to talk Larsen down from that stance; he told us that he had consulted a Danish lawyer and the lawyer told him that he could not be touched by an American lawsuit. Nelson and I each signed agreements with Activision/Blizzard saying that we would not touch their games, but Larsen refused. He was angry that we agreed not to sell the Overwatch cheat; he wanted to go ahead and sell it, even though he knew that Nelson and I would be at risk if we did.

DECLARATION OF PATRICK SCHAUFUSS- 6 (Case No. 2:21-cv-01112-TL)

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2	I declare under penalty of perjury under the laws of the United States that	at the foregoing is
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5	DATED this day of January, 2023 at Leipzig, Germany.	
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	DECLARATION OF PATRICK SCHAUFUSS- 7 (Case No. 2:21-cv-01112-TL)	

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