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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BUNGIE, INC., a Delaware corporation,

Plaintiff,

v.

VETERANCHEATS.COM, a business of
unknown classification; DOE 1 a/k/a
BLAZE, an individual; DOE 2 a/k/a
KNORR, an individual; DOE 3 a/k/a
JOHN MCBERG, an individual, and
DOES 4-10,

Defendants.

No. 2:21-cv-1114

COMPLAINT
WITH JURY DEMAND

Plaintiff Bungie, Inc. (“Plaintiff” or “Bungie”), by and through its undersigned attorneys, for its Complaint against Defendants Veterancheats.com, Doe 1 a/k/a Blaze, Doe 2 a/k/a Knorr, Doe 3 a/k/a John McBerg, and Does 4-10 (“Defendants”), hereby alleges and avers as follows:

INTRODUCTION

1. Bungie is the owner and developer of the Destiny franchise—a series of online shared-world multiplayer games and expansions. The current iteration, Destiny 2, and its expansions have achieved critical commercial success and drawn together a community of millions of players around the world. Destiny 2 features regular expansions,

1 seasonal content, and continual updates to improve the player experience and maintain
2 long-term engagement.

3 2. While most players embrace the game experience as Bungie intended,
4 competing fairly with the game and with one another, some players use illicit software
5 that “hacks” Destiny 2 to create unfair advantages that ruin the experience for the rest of
6 the community.

7 3. Defendants provide, market, and support cheat software that encourages
8 players to violate Bungie’s software license agreement (“SLA”) and damages the shared
9 experience of Destiny 2. In Defendants’ own words, their “VeteranCheats” software
10 targets Destiny 2 by “inject[ing] code into the game memory,” giving players an “array of
11 features” to cheat—not just against the game itself, but against any other player who
12 happens to encounter the cheater in the game.

13 4. The “array of features” Defendants’ software creates for their customers
14 includes “ESP” functionality that allows the cheater to see other players’ characters
15 through walls and other barriers, “bots” that automatically target other players so the
16 cheater can fire instantly and without having to aim, and other enhancements that are
17 fundamentally unfair to the millions of players who invest time, money, and energy
18 exploring and progressing through the game fairly.

19 5. Bungie has invested and continues to invest significant time and resources
20 to protect and improve the player experience in Destiny 2. For example, Bungie has both
21 developed and licensed technology to detect and defeat cheat software, and routinely bans
22 users who use such software to gain an unfair advantage over other players.

23 6. As part of its diligent efforts to protect the Destiny experience, Bungie is
24 seeking legal recourse against cheat developers and/or distributors like Defendants, who
25 seek to profit by circumventing Bungie’s license terms and security technology to give
26 unscrupulous players unfair advantages.

1 7. Accordingly, Bungie sues Defendants for the causes of action asserted in
2 this Complaint, alleging as follows.

3 **PARTIES**

4 8. Bungie is a Delaware corporation with its principal place of business at 550
5 106th Avenue NE, Suite 207, Bellevue, Washington, 98004-5088. Bungie is the publisher
6 of, and owner of exclusive rights in and to, Destiny 2.

7 9. Bungie is currently unaware of the identities of Defendants and therefore
8 sues them by the fictitious names Does 1-10. Bungie is informed and believes that
9 discovery will reveal the Doe Defendants' true identities. Bungie will amend this
10 Complaint to identify Defendants by name after their identities are revealed.

11 **JURISDICTION AND VENUE**

12 10. This Court has subject matter jurisdiction over Bungie's claims for
13 violations of the Copyright Act and anti-circumvention provisions of the Digital
14 Millennium Copyright Act (DMCA) and related claims pursuant to 17 U.S.C. § 501 and
15 28 U.S.C. §§ 1331 and 1338(a).

16 11. This Court has supplemental jurisdiction over Bungie's state law claims
17 under 28 U.S.C. § 1367(a) because those claims are so related to Bungie's claims under
18 federal law that they form part of the same case or controversy and derive from a common
19 nucleus of operative fact.

20 12. On information and belief, personal jurisdiction over Defendants is proper
21 because Defendants consented to jurisdiction in the state and federal courts in King
22 County, Washington. On information and belief, Defendants accepted the terms of
23 Bungie's SLA, which contains a forum selection clause providing that the user agrees to
24 submit to the jurisdiction of any federal or state court in King County, Washington.

25 13. On information and belief, personal jurisdiction over Defendants is also
26 proper because, as explained in detail below, Defendants infringed Bungie's copyrights,
circumvented and/or trafficked in technology that circumvented Bungie's technological

1 protection measures, and committed other acts directed to the state of Washington.

2 Defendants knew or should have known that the impact of their intentional acts would
3 cause harm in Washington, where Bungie is headquartered.

4 14. Venue is proper pursuant to 28 U.S.C. § 1391(b) because a substantial part
5 of the events or omissions giving rise to the claims occurred in this judicial district and
6 Defendants have harmed Bungie in this judicial district.

7 15. Venue is also proper because Defendants consented to suit in the federal
8 court located in King County, Washington.

9 **FACTS AND BACKGROUND**

10 **A. Bungie and the Destiny Franchise**

11 16. Bungie is an independent game development studio that designs, develops,
12 and distributes the shared-world online multiplayer game Destiny 2, that combines story-
13 driven player-versus-environment (PvE) gameplay where players can work alone or
14 together to complete missions and battle non-player character (NPC) opponents, and
15 player-versus-player (PvP) modes where players compete against each other.

16 17. Building on the success of Destiny, the original game, Bungie released
17 Destiny 2 in September 2017. Destiny 2 is currently available on Windows-based personal
18 computers, home video game consoles, and the Google Stadia cloud gaming service. The
19 Destiny community includes over 25 million registered players and is a commercial
20 success.

21 18. Throughout the “shared-world” of Destiny 2, players see and interact with
22 each other. In most gameplay modes, players are automatically grouped together by
23 “always on” multiplayer matchmaking. Players who succeed in PvE or PvP content are
24 rewarded with in-game items, seals, and titles that are visible to other players, some of
25 which enhance their in-game progression, and some of which is purely cosmetic or
26 desirable due to scarcity or for reflecting skill or achievement. Success at challenging end-
game PvE or PvP content can allow players to earn especially rare loot, cosmetic items,

1 and access to exclusive rewards such as special physical merchandise. Competition is
2 fierce among players trying to earn these achievements and rewards.

3 19. Bungie provides the basic Destiny 2 game free of charge, generating
4 revenue by selling expansion packs, in-game currency, season passes, and other add-ons
5 that introduce new characters, storylines, weapons, and reputation-enhancing tokens like
6 armor ornaments and emblems.

7 20. Bungie owns all rights, title, and interest in the copyrights in Destiny,
8 Destiny 2, and all expansions, including without limitation, in its computer software and
9 the audiovisual works that the software creates (collectively, the “Destiny Copyrights”).
10 These copyrights are the subjects of U.S. Copyright Registrations listed in the table below,
11 and attached as Exhibits 1–4.

Title	Type	Registration No.	Date of 1st Publication	Expiration Date of Registration
Destiny 2	Code (Literary Work)	TX 8-933-655	September 9, 2017	September 9, 2112
Destiny 2: Beyond Light	Code (Literary Work)	TX 8-933-658	November 10, 2020	November 10, 2115
Destiny 2	Audiovisual	PA 2-282-670	September 9, 2017	September 9, 2112
Destiny 2: Beyond Light	Audiovisual	PA 2-280-030	November 10, 2020	November 10, 2115

21 **B. The Threat of Cheating and Bungie’s Efforts to Protect its Player Community**

22 21. The markets for online first-person shooter and online multiplayer games
23 are extremely competitive, and Destiny 2 remains attractive to players because it is a
24 “living game” in which Bungie constantly reinvests with new content and with
25 improvements to existing content. However, this commitment to provide new content
26 means that player retention is very important to Destiny 2’s commercial success.

1 22. Unfortunately, unscrupulous developers and players can destroy the
2 Destiny 2 experience for the community by deploying “cheat” software. This software,
3 described in more detail below, gives users unfair advantages in both PvE and PvP modes.
4 Among other things, cheat software can give the user the ability to “see” their human and
5 NPC opponents through walls and other barriers, “teleport” their characters and other
6 players’ characters to new locations of the cheater’s choice, fire weapons more quickly
7 and more accurately than humanly possible, become impervious to damage, never run out
8 of ammunition, and other abilities that are fundamentally inconsistent with the shared
9 experience of Destiny 2 that Bungie has worked diligently to create for its dedicated
10 community of players.

11 23. Users who rely on cheat software to enhance their own performance
12 against the game’s environment and against fellow players ruin the Destiny 2 experience
13 for the rest of the community. In the PvP modes, honest players have little chance of
14 progressing or earning rewards against opponents who can see them through walls, shoot
15 them from impossible distances, and never run out of ammunition. Likewise in the PvE
16 modes, players who enjoy the sense of progress and accomplishment by overcoming
17 Destiny 2’s challenges find their achievements devalued by cheaters.

18 24. Given the threat that cheaters pose to the Destiny 2 community and to
19 Bungie’s own reputation, Bungie invests an enormous amount of time and money to
20 ensure that all players stand on equal footing and have a fair chance of progressing in the
21 game.

22 25. To download, install, and play Destiny 2, players must create and register
23 an account with Bungie and accept the terms of its Limited Software License Agreement
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1 (“SLA”).¹ If a user does not agree to the SLA, the program will close and the user will not
2 be able to access the game.

3 26. Under the SLA, players agree among other things not to:

- 4 • hack or modify Destiny 2, or create, develop, modify, distribute, or use
- 5 any unauthorized software programs to gain advantage in any online or
- 6 multiplayer game modes;
- 7 • reverse engineer, derive source code, modify, decompile, or
- 8 disassemble Destiny 2;
- 9 • exploit Destiny 2 or any of its parts commercially; or
- 10 • receive or provide ‘boosting services,’ to advance progress or achieve
- 11 results that are not solely based on the account holder’s gameplay.

12 27. The SLA also specifically prohibits users from copying, reproducing,
13 distributing, displaying or using any part of Destiny 2 except as expressly authorized by
14 Bungie, and prohibits the creation of unauthorized derivative works.

15 28. Bungie also employs anti-cheat technologies both within the game software
16 client and on Bungie’s servers that operate whenever the software client is running and
17 must operate in order for users to play Destiny 2. These anti-cheat technologies are
18 designed to protect and prevent players from accessing, reading, writing or modifying
19 critical data used by the computer to enable multiplayer online gameplay.

20 29. In the ordinary course of operation, Bungie’s anti-cheat software detects
21 whether malicious code has been inserted or injected into a computer’s memory, and
22 otherwise monitors the operation of the game to determine whether a player is using
23 cheating software to gain an unfair advantage in the game. If Bungie’s software detects
24 that the player is using cheating software, the player will be denied access to Bungie’s
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¹ Bungie’s SLA is available at www.bungie.net/7/en/Legal/SLA.

1 server or Bungie may take other disciplinary action such as banning the player from the
2 game.

3 30. Bungie provides an in-game tool as well as an online form on the Bungie
4 website for players to report cheating, and uses those reports to investigate cheaters.

5 31. Bungie regularly bans cheaters by disabling the players' accounts. Bungie
6 may also implement a "Hardware ID" ("HWID") ban that blocks access to the game from
7 the PC used by the cheating player, to ensure that the player cannot circumvent the ban by
8 creating a new user account. To implement a HWID ban, Bungie obtains configuration
9 data from the player's PC sufficient to uniquely identify the PC and denies subsequent
10 access to the game by players using that PC.

11 **C. Defendants' VeteranCheats Software and the Irreparable Harm it has**
12 **Caused to Bungie and the Destiny 2 Community**

13 32. On information and belief, Defendants have individually and collectively
14 developed, adapted, advertised, sold, distributed and/or provided technical support for
15 cheat software that explicitly targets Destiny 2 (the "VeteranCheats Software").

16 33. Defendants advertise and sell the VeteranCheats Software through their
17 website, Veterancheats.com (the "Website").

18 34. On information and belief, Defendants individually and collectively
19 develop, update, adapt, test, support, and otherwise exploit the VeteranCheats software,
20 each causing the unlawful acts alleged in this Complaint to occur, making them jointly
21 and severally liable for each and every cause of action alleged in this Complaint.

22 35. In addition to the above, on information and belief Defendant Doe 1 a/k/a
23 Blaze also owns and controls the Website.

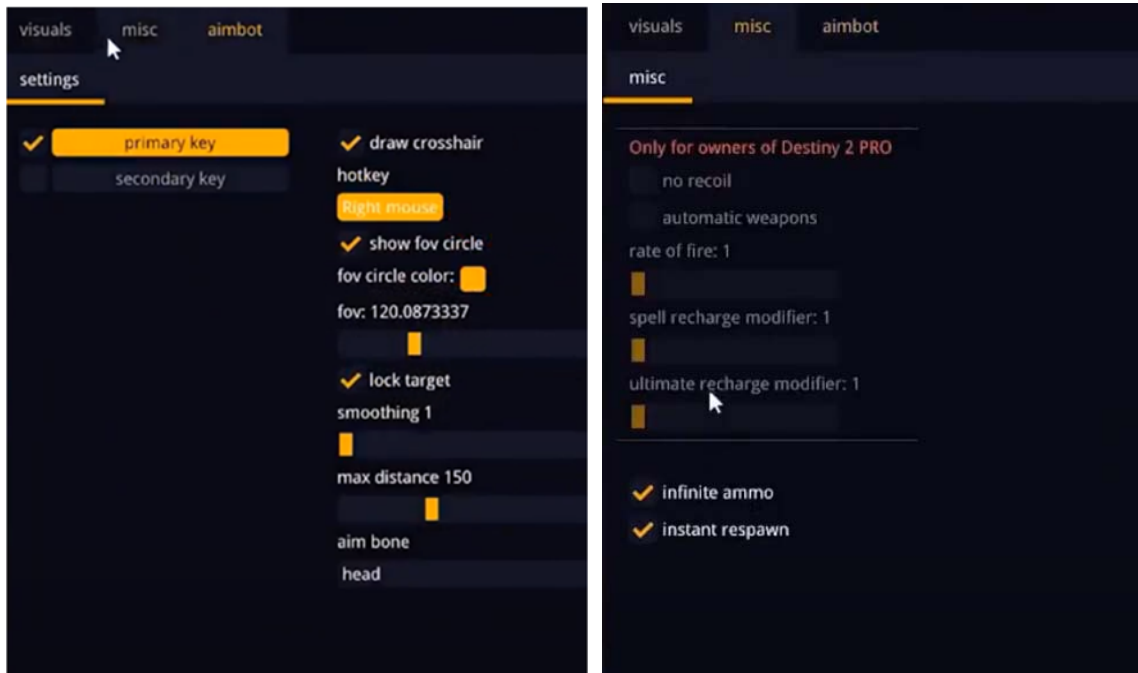
24 36. Defendants offer two cheat products for Destiny 2: "HLBOT" and "Razor."
25 Users can purchase a "day key" or a "month key" for either product. Defendants charge
26 approximately \$19 (17€) per day or \$164 (140€) per month for HLBOT, and \$13 (11€)
per day or \$105 (90€) per month for Razor.

1 37. Defendants are not subtle about their intentions. In fact, they cite the
2 strength of Bungie’s anti-cheat software as the reason they charge such exorbitant
3 subscription fees as shown in the below screenshot from the Website (emphasis added):

4 **Are there free Destiny 2 hacks on the internet ?**

5 Many players often search for **free Destiny 2 hacks** on the web. Sadly, there are no free
6 cheats available for this game due to the complex anti-cheat this game has, hence the high
7 prices for our cheats. The game has a strong anti-cheat detection system which means that
8 high-quality cheats are expensive to create and maintain. Previously, there have been free
9 pixel scanning cheats that could help with aim, however they have been unreliable and often
10 don’t even work properly. Higher quality cheats include those that directly inject code into
11 the game memory, and these usually provide an array of features, however this does come
12 with a cost to pay.

13 38. Once a player activates Defendants’ software and “injects [the] code into
14 the game memory,” the player can choose from Defendants’ “array of features” which
15 includes “aimbots” (which automatically target opponents on screen, allowing the cheater
16 to make even the most difficult shots with little or no effort), “ESP” (which allows players
17 to see information about their opponents—such as locations and weapons—that is
18 normally not visible) and a variety of other artificial enhancements such as unlimited
19 ammunition and unlimited lives. Exemplary screen captures showing some of these
20 features are shown below.
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39. Defendants promote their VeteranCheats Software online and on their Website, including by uploading videos showing the cheat software in action. The videos illustrate the modifications the software makes to the Destiny 2 game displays. Among other things, Defendants’ software adds text, numbers, and images that reveal the locations of other players who would otherwise be hidden behind walls or other objects, and add highlighted “targeting” frames around other players’ characters:



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40. The VeteranCheats Software also alters the display and game experience for other players. For example, a player whose opponent uses “ESP” to see their location through a wall and the “aimbot” to shoot them the instant they come into view experiences an impermissibly altered—and fundamentally unfair—version of the game. Defendants’

1 own promotional videos document how their software enables their customers to modify
2 the game for other players.

3 41. This unfair and unauthorized alteration of the Destiny 2 experience causes
4 concrete and irreparable harm to Bungie and the Destiny 2 community. As the
5 representative tweets below illustrate,² cheaters ruin the game experience for honest
6 players, damaging Bungie’s reputation and impairing its ability to keep players engaged.

7  
8 I have played less games without disconnects or cheaters
9 today, than games WITH cheaters and disconnects.
10 Might quit Destiny 2 at this rate if it doesn't change.
11 Views are going to tank but I am kinda done until this is
12 patched. Sorry.

13 
14 3 weeks ago I stopped playing @DestinyTheGame. I
15 love destiny. I miss playing a lot, I've played since beta
16 in D1, I couldn't do the grind for little-to-no reward
17 loops every week. No one to raid with, toxic LFG
18 groups, pvp cheaters...
19 why am I playing a game I can't enjoy? 😞
20 6:57 AM · Jul 18, 2021 · Twitter Web App

21 
22 Replying to 
23 Those dam cheaters why you ruin the Game
24 @DestinyTheGame
25 10:02 PM · Jul 1, 2021 · Twitter for Android

26 
27 The cheating problem in PC Destiny 2
28 Bungie Suggestion
29 It took a while before it came to this, but I've been encountering more and more cheaters, especially in
30 trials. These are indestructable, instakillers, and its getting extremely frustrating.
31 Bungie please, if you care anything about the growth of Destiny 2, at least on PC, you need to address
32 this issue, as it will only frustrate and drive people away.

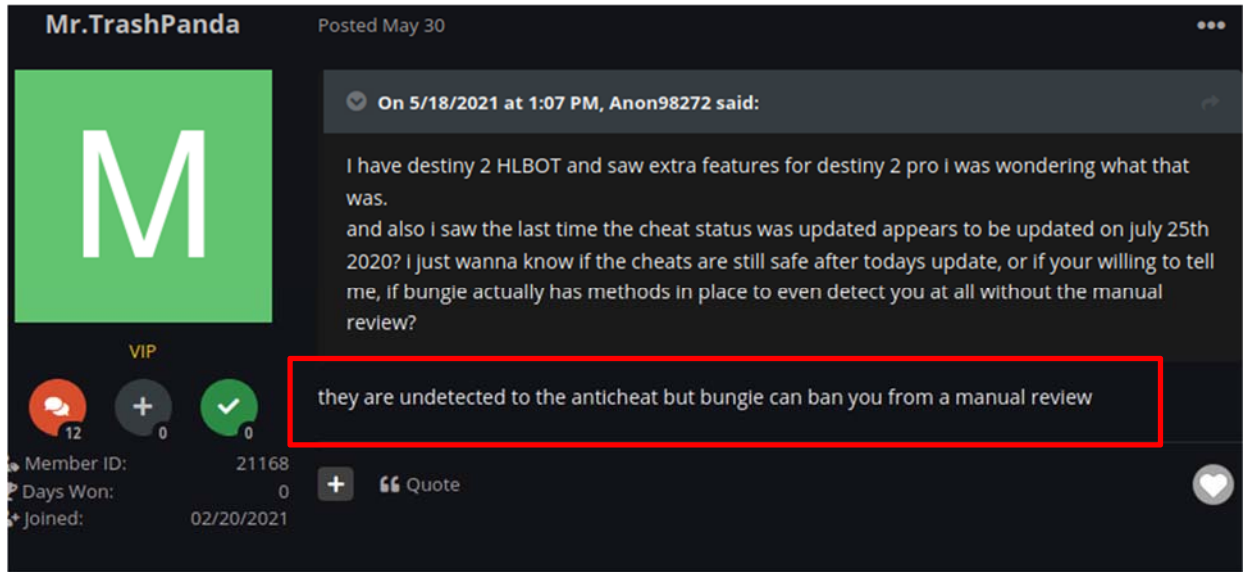
33 
34 Replying to 
35 @DestinyTheGame the gun play is so satisfying, just a
36 shame about the abundance of cheaters in PVP
37 4:12 AM · Jul 12, 2021 · Twitter Web App

38 
39 Ah yes playing D2 match 5 cheaters AHH YES the fun
40 @DestinyTheGame
41 12:28 AM · Aug 1, 2021 · Twitter for iPhone

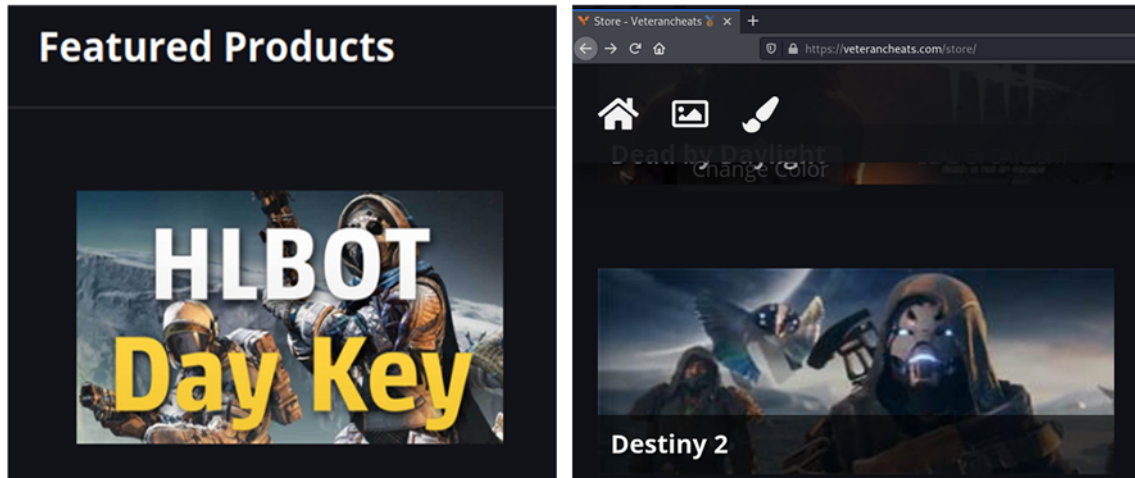
42. Further compounding the damage, Defendants’ VeteranCheats Software
also features HWID Spoofers, which facilitate altering the information Bungie’s anti-cheat
systems use to identify and block access to hardware that has been banned for cheating or
other violations of Bungie’s SLA, thus circumventing specific technical measures
designed to prevent banned users from accessing Bungie’s services. Defendants readily

² The names, profile images, and handles for these posts have been redacted.

1 admit on their Website that the VeteranCheats Software is intended to evade detection by
2 Bungie's anti-cheat technology:



12 43. In promoting the VeteranCheats Software, Defendants use imagery from
13 Destiny 2, as shown in the below example screenshots from the Website. Bungie has not
14 authorized Defendants to reproduce, modify or otherwise use the game's copyrighted
15 imagery or displays.



24 44. Defendants also offer customer service for the VeteranCheats Software,
25 including providing updates, as evidenced by the below example screenshot Defendants'
26 chat box on the Website:

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Blaze

01/08/21 02:40 AM

[Destiny 2] - HLBot has been updated to the latest game patch and crashes fixed. Fully restart your PC and re-inject the cheat!



45. On information and belief, in developing, updating, adapting, testing, supporting, and otherwise exploiting the VeteranCheats Software, Defendants have downloaded, installed, and played Destiny 2, accepting the terms of Bungie’s SLA in the process.

46. On information and belief, in developing, updating, adapting, testing, supporting, and otherwise exploiting the VeteranCheats Software, Defendants copied Bungie’s copyrighted works and reverse engineered, disassembled, decompiled, decrypted, and/or modified those works without Bungie’s authorization, in violation of the SLA.

47. On information and belief, the VeteranCheats Software incorporates technology that avoids, bypasses, removes, deactivates, and/or impairs Bungie’s technological measures that control access to Bungie’s copyrighted code and/or audiovisual works for Destiny 2.

48. On information and belief, each time a player uses the VeteranCheats Software, the software circumvents Bungie’s technological protection measures by evading anti-cheat protections and detection. Thus, by using the VeteranCheats Software players breach the SLA by “us[ing] an[] unauthorized software program[] to gain

1 advantage in any online or multiplayer game modes.” On information and belief, as a
2 result of Defendants’ conduct, thousands of such breaches have occurred.

3 49. Defendants’ actions have caused and continue to cause serious and
4 irreparable harm to the Destiny 2 community and to Bungie. Legitimate players frustrated
5 by cheaters invest less—both in terms of time and money—in the game, and may stop
6 playing the game altogether. This harms Bungie financially and reputationally, sapping
7 the goodwill upon which Bungie’s business depends.

8 50. The financial harm to Bungie also includes the significant resources it has
9 been forced to invest attempting to detect, investigate, and remediate cheating activity,
10 including constantly updating and hardening its anti-cheat technology, responding to
11 player complaints, and banning users of Defendants’ VeteranCheats Software.

12 51. On information and belief, Defendants rely on third-party service providers
13 both within and outside the United States to operate the Website, distribute the
14 VeteranCheats Software, and collect and process payments.

15 **FIRST CAUSE OF ACTION**
16 **(Copyright Infringement, 17 U.S.C. § 501, *et seq.*)**

17 52. Bungie repeats, realleges, and incorporates herein by reference the
18 allegations in the foregoing paragraphs as if fully set forth herein.

19 53. Destiny 2, including its underlying source code, client files, screen
20 displays, artwork, and other audiovisual elements, constitutes an original work of
21 authorship and copyrightable subject matter under the laws of the United States.

22 54. Bungie owns or has exclusive rights to all right, title, and interest in
23 Destiny 2.

24 55. Defendants had access to Destiny 2.

25 56. Defendants have infringed Bungie’s Destiny Copyrights by:

- 26
- Copying or reproducing Destiny 2;
 - Reproducing artwork from Destiny 2 on the Website; and

- Creating derivative works, including by modifying Destiny 2's performance and screen displays.

57. Defendants' users also infringe Bungie's copyrights when using the VeteranCheats Software to create derivative works, including by modifying Destiny 2's performance and screen displays for themselves, in streams transmitted and uploaded through third-party services, and for other players who interact with them in both PvE and PvP modes. Defendants are liable for inducing and contributing to such infringing acts.

58. Moreover, Defendants have used Destiny 2 beyond the scope of the SLA in a manner that constitutes copyright infringement. Defendants also have induced and contributed to others, namely users of the VeteranCheats Software, using the game beyond the scope of the SLA. Defendants are liable for their users' infringing acts.

59. Defendants' actions are willful, in disregard of, and with indifference to Bungie's rights.

60. Defendants' conduct has caused irreparable harm to Bungie, and, unless enjoined, will cause further irreparable harm for which Bungie has no adequate remedy at law.

61. Bungie is entitled to relief pursuant to 17 U.S.C. §§ 502-505, including, but not limited to, injunctive relief, an order for the impounding and destruction of Defendants' infringing copies and/or derivative works, compensatory damages (including, but not limited to actual damages and/or Defendants' profits), and Bungie's costs and attorneys' fees.

**SECOND CAUSE OF ACTION
(Circumvention of Technological Measures, 17 U.S.C. § 1201(a))**

62. Bungie repeats, realleges, and incorporates herein by reference the allegations in the foregoing paragraphs as if fully set forth herein.

63. Bungie has designed and implemented technological measures to prevent and control access to Destiny 2. These technological measures include attempts to

1 safeguard data and prevent unauthorized reading and writing of this data, as well as
2 unauthorized execution of game logic. Additional measures are taken to prevent otherwise
3 normal game functionality (e.g. firing a weapon) from being manipulated, misused, or
4 over-used to gain an unfair advantage.

5 64. In the ordinary course of the operation of these technological measures,
6 they require the application of information, or a process or a treatment, with the authority
7 of Bungie, to gain access to Destiny 2.

8 65. On information and belief, Defendants descrambled, decrypted, avoided,
9 bypassed, removed, deactivated, and/or impaired one or more of Bungie's technological
10 measures that control access to Destiny 2 without the authority of Bungie.

11 66. As a direct result of Defendants' circumvention, Bungie has been injured,
12 and will continue to be injured.

13 67. Defendants' actions were and are willful.

14 68. Defendants' conduct has caused irreparable harm to Bungie, and, unless
15 enjoined, will cause further irreparable harm for which Bungie has no adequate remedy at
16 law.

17 69. Bungie is entitled to the relief provided by 17 U.S.C. § 1203, including, but
18 not limited to, injunctive relief, an order for the impounding, modification, or destruction
19 of any device or product in Defendants' custody or control involved in the circumvention
20 of Bungie's technological measures, actual damages and Defendants' profits or statutory
21 damages, and Bungie's costs and attorneys' fees.

22 **THIRD CAUSE OF ACTION**
23 **(Trafficking in Circumvention Technology, 17 U.S.C. §§ 1201(a)-(b))**

24 70. Bungie repeats, realleges, and incorporates herein by reference the
25 allegations in the foregoing paragraphs as if fully set forth herein.

26 71. Bungie is the owner of valid, registered, and enforceable copyrights in
Destiny 2.

1 72. Bungie has designed and implemented technological measures to safeguard
2 critical player data and prevent unauthorized reading and writing of this data, as well as
3 unauthorized execution of game logic. Additional measures are taken to prevent otherwise
4 normal game functionality from being manipulated, misused, or over-used to gain an
5 unfair advantage.

6 73. In the ordinary course of the operation of these technological measures,
7 they prevent, restrict, or otherwise limit the exercise of any rights in Destiny 2 exclusive
8 to Bungie, including unauthorized modification of the game client or unauthorized
9 modification of information sent to or from Bungie's servers.

10 74. On information and belief, Defendants manufacture, import, offer to the
11 public, provide, or otherwise traffic in cheat software that contains technology, products,
12 services, devices, components, or parts thereof, that (A) is primarily designed or produced
13 for the purpose of circumventing Bungie's technological measure(s) that effectively
14 controls access to a work; (B) has no commercially significant purpose or use other than
15 to circumvent a technological protection measure that effectively controls access to a
16 work; and/or (C) is marketed by Defendants for the express purpose of circumventing
17 technological protection measure(s) that effectively control access to Bungie's protected
18 work.

19 75. On information and belief, Defendants manufacture, import, offer to the
20 public, provide, or otherwise traffic in a technology, product, service, device, component,
21 or part thereof, that (A) is primarily designed or produced for the purpose of
22 circumventing protection afforded by technological measure(s) that effectively protects a
23 right of Bungie in a work or a portion thereof; (B) has no commercially significant
24 purpose or use other than to circumvent protection afforded by technological protection
25 measure(s) that effectively protect a right of Bungie in a work or a portion thereof; and/or
26 (C) is marketed by Defendants for the express purpose of circumventing protection

1 afforded by technological protection measure(s) that effectively protect Bungie's
2 exclusive rights in its protected work or a portion thereof.

3 76. As a direct result of Defendants' trafficking, Bungie has been injured, and
4 will continue to be injured.

5 77. Defendants' actions were and are willful.

6 78. Defendants' conduct has caused irreparable harm to Bungie, and, unless
7 enjoined, will cause further irreparable harm for which Bungie has no adequate remedy at
8 law.

9 79. Bungie is entitled to the relief provided by 17 U.S.C. § 1203, including, but
10 not limited to, injunctive relief, an order for the impounding, modification, or destruction
11 of any device or product in Defendants' custody or control involved in the circumvention
12 of Bungie's technological measures, damages measured at Bungie's election either by
13 Bungie's actual damages and Defendants' profits or statutory damages, and Bungie's
14 costs and attorneys' fees.

15 **FOURTH CAUSE OF ACTION**
16 **(Breach of Contract)**

17 80. Bungie repeats, realleges, and incorporates herein by reference the
18 allegations in the foregoing paragraphs as if fully set forth herein.

19 81. Access to and use of Destiny 2 is governed by and subject to the SLA.

20 82. At all times relevant hereto, Bungie prominently displayed and/or provided
21 links to the SLA, including on its website, www.bungie.net.

22 83. On information and belief, Defendants agreed to the SLA by downloading,
23 installing, and/or using Destiny 2.

24 84. The SLA is a valid, enforceable contract between Bungie and Defendants.

25 85. Defendants breached the SLA by:

26 (a) Exploiting Destiny 2 commercially;

1 (b) Copying, reproducing, distributing, displaying, and/or using
2 Destiny 2;

3 (c) Selling, renting, leasing, licensing, distributing, and/or transferring
4 Destiny 2 or any copies thereof;

5 (d) Reverse engineering, deriving source code, modifying,
6 decompiling, disassembling, and/or creating derivative works of Destiny 2, in whole or in
7 part; and/or

8 (e) Hacking or modifying Destiny 2, or creating, developing,
9 modifying, distributing, or using any unauthorized software programs to gain advantage in
10 any online or multiplayer game modes.

11 86. Bungie has performed its obligations pursuant to the SLA.

12 87. As a direct and proximate result of Defendants' breaches of the SLA,
13 Bungie has been and will continue to be harmed, entitling it to injunctive relief, damages,
14 attorneys' fees, costs, and/or other equitable relief against Defendants.

15 **FIFTH CAUSE OF ACTION**
16 **(Tortious Interference)**

17 88. Bungie repeats, realleges, and incorporates herein by reference the
18 allegations in the foregoing paragraphs as if fully set forth herein.

19 89. When a player downloads, installs, and or uses Destiny 2, the player
20 accepts the terms of the SLA.

21 90. The SLA is a valid and enforceable contract between Bungie and Destiny 2
22 players.

23 91. On information and belief, Defendants were aware of the SLA between
24 Bungie and players of Destiny 2 because Defendants, by downloading, installing, and/or
25 using Destiny 2, also agreed to the terms of the SLA.
26

1 92. Defendants were aware that the SLA prohibits “hack[ing] or modify[ing]
2 [Destiny 2], or . . . us[ing] any unauthorized software programs to gain advantage in any
3 online or multiplayer game modes.”

4 93. Defendants intentionally induced or caused Destiny 2 players that use
5 Defendants’ VeteranCheats Software to breach the SLA.

6 94. On information and belief, Defendants interfered with Bungie’s contracts
7 with Destiny 2 players with an improper purpose.

8 95. Defendants also interfered with Bungie’s contracts with Destiny 2 players
9 through improper means, including the acts described above.

10 96. As a result of Defendants’ conduct, Bungie has suffered damages,
11 including but not limited to loss of goodwill among players of Destiny 2, expenditure of
12 resources to detect, investigate, and prevent use of Defendants’ cheat software, and
13 decreased profits.

14 **SIXTH CAUSE OF ACTION**
15 **(Violation of the Washington Consumer Protection Act, RCW 19.86.020)**

16 97. Bungie repeats, realleges, and incorporates herein by reference the
17 allegations in the foregoing paragraphs as if fully set forth herein.

18 98. The foregoing acts of Defendants constitute unfair methods of competition
19 and unfair or deceptive acts or practices in the conduct of trade or commerce in violation
20 of RCW 19.86.020.

21 99. Defendants’ conduct affects and is contrary to the public interest, tends to
22 mislead a substantial portion of the public, and has injured and, unless enjoined, will
23 continue to injure Bungie in its business and property.

24 100. Defendants’ actions further contravene the public interest since there is a
25 strong public interest in computer security and safety. Upon information and belief,
26 Defendants’ cheat software products induce users to disable antivirus and other protective

1 measures and obtain low-level access to system resources that can transform unwitting
2 users' personal computers into proxies for illegal activity and/or render them vulnerable to
3 malicious software.

4 101. As a result of Defendants' conduct Bungie has been and will continue to be
5 damaged and is entitled to actual damages, treble damages, costs of litigation, attorneys'
6 fees, and an injunction.

7 **JURY DEMAND**

8 Pursuant to Federal Rule of Civil Procedure 38(b), Bungie demands a trial by jury
9 as to all issues so triable in this action.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff Bungie, Inc., prays for the following relief:

12 A. That judgment be entered in Bungie's favor against Defendants on all
13 claims.

14 B. That Defendants and their officers, agents, representatives, servants,
15 employees, heirs, successors, and assigns, and all others in active concert or participation
16 with Defendants be preliminarily and permanently enjoined from:

- 17 (1) Infringing, inducing, or enabling others to infringe Bungie's
18 copyrights;
- 19 (2) Creating, writing, developing, advertising, promoting, and/or
20 offering for sale or otherwise any software that infringes Bungie's
21 copyrights;
- 22 (3) Descrambling, decrypting, avoiding, bypassing, removing,
23 deactivating, or impairing a technological measure that controls
24 access to Bungie's copyrighted works;
- 25 (4) Manufacturing, importing, offering to the public, providing, linking
26 to or otherwise trafficking in any technology, product, service,
device, component, or part thereof that (A) is primarily designed or

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produced for the purpose of circumventing Bungie’s technological measure(s) that effectively controls access to a work; (B) has only limited commercially significant purpose or use other than to circumvent a technological protection measure that effectively controls access to a work; and/or (C) is marketed by Defendants for use in circumventing technological protection measure(s) that effectively control access to a work;

(5) Manufacturing, importing, offering to the public, providing, linking to or otherwise trafficking in any technology, product, service, device, component, or part thereof that (A) is primarily designed or produced for the purpose of circumventing protection afforded by technological measure(s) that effectively protects a right of Bungie in a work or a portion thereof; (B) has only limited commercially significant purpose or use other than to circumvent protection afforded by technological protection measure(s) that effectively protect a right of Bungie in a work or a portion thereof; and/or (C) is marketed by Defendants for use in circumventing protection afforded by technological protection measure(s) that effectively protect a right of Bungie in a work or a portion thereof;

(6) Accessing Destiny 2 for any purpose not explicitly authorized by Bungie’s SLA;

(7) Effecting any assignments or transfers, forming new entities or associations, or utilizing any other device or process for the purpose of circumventing or otherwise avoiding the terms of the injunction; and

(8) Aiding or assisting another person or entity in any of the activities described in (1) - (7).

1 C. That Defendants be ordered to destroy all copies of Destiny 2 or any
2 derivative work thereof in their possession or control;

3 D. That Defendants be ordered to destroy all copies of the VeteranCheats
4 Software and any other software within their possession, custody, or control that enables
5 users to cheat in Destiny 2;

6 E. That all third parties, including without limitation all Internet Service
7 Providers, hosts, domain name server operators, cloud storage providers, and advertising
8 service providers, who are currently providing services used in connection with the
9 VeteranCheats Software be added to the injunction as the Court finds equitable and
10 appropriate;

11 F. That all banks, savings and loan associations, payment processors or other
12 financial institutions, payment providers, third-party processors, and advertising service
13 providers of Defendants or any of them, be ordered to immediately locate all accounts
14 connected to Defendants or Defendants' infringing activities and to immediately cease
15 transferring or disposing of any money or other of Defendants' assets, cease allowing such
16 funds to be transferred or withdrawn, and cease allowing any diminutions to be made by
17 Defendants from such accounts pending further order of the Court.

18 G. That Bungie be awarded restitution and damages, including but not limited
19 to compensatory, statutory (including enhanced statutory damages for willful
20 infringement), punitive damages, and all other damages permitted by law;

21 H. That Bungie be awarded pre-judgment and post-judgment interest on all
22 damages awarded against Defendants;

23 I. That Bungie be awarded its costs incurred in this suit as well as reasonable
24 attorneys' fees; and

25 J. For such other relief as the Court deems just and proper.
26

1 DATED: August 18, 2021

Respectfully Submitted,

2 **KILPATRICK TOWNSEND & STOCKTON**
3 **LLP**

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