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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

BUNGIE, INC., a Delaware corporation,

Plaintiff,

v.

AIMJUNKIES.COM, a business of  
unknown classification; PHOENIX  
DIGITAL GROUP LLC, an Arizona  
limited liability company; JEFFREY  
CONWAY, an individual; DAVID  
SCHAEFER, an individual; JORDAN  
GREEN, an individual; and JAMES MAY,  
an individual,

Defendants.

No. 2:21-cv-811

COMPLAINT  
WITH JURY DEMAND

Plaintiff Bungie, Inc. (“Plaintiff” or “Bungie”), by and through its undersigned attorneys,  
for its Complaint against Defendants AimJunkies.com, Phoenix Digital Group LLC, Jeffrey  
Conway, David Schaefer, Jordan Green, and James May (“Defendants”), hereby allege and aver  
as follows:

**INTRODUCTION**

1. Bungie is the owner of the popular Destiny franchise including Destiny 2, an  
incredibly successful shared-world first-person action video game. Destiny (2014) and Destiny 2  
(2017) and its expansions (2018, 2019, 2020 and ongoing) have been persistent recipients or

1 nominees for rewards worldwide since their release. Destiny, Destiny 2, and its expansions have  
2 met with commercial success due in part to their persistent multiplayer features, matchmaking,  
3 cooperative Player vs. Environment (PvE) and Player vs. Player (PvP) modes, and in-game  
4 rewards. Such rewards include items, seals, and titles that are obtainable by players through  
5 skillful gameplay and that are visible to other players, this visibility being an important aspect of  
6 the social, always-online nature of the games.

7 2. Defendants develop, advertise, use, and distribute a software cheat that purports to  
8 give players an unfair advantage in Destiny 2. Defendants are infringing Bungie’s copyrights  
9 and trademarks, circumventing technological measures protecting access to Destiny 2, and  
10 breaching and inducing other players to breach Bungie’s Limited Software License Agreement  
11 (“LSLA”).

12 3. Cheaters ruin the experience of playing Destiny 2. Not only do cheaters impair  
13 the enjoyment of gameplay by non-cheaters with whom they interact in-game; cheaters  
14 illegitimately obtain and thereby devalue the in-game rewards that non-cheaters obtain  
15 legitimately. It is vital to Bungie’s and Destiny 2’s success that Bungie keep cheaters out of the  
16 game. Bungie has expended substantial time and money to keep players from utilizing cheats  
17 like those developed by Defendants. Defendants’ cheats cause harm to Bungie including to the  
18 goodwill Bungie has developed with the Destiny 2 community as well as to Bungie’s reputation.

19 4. Bungie brings this action to stop Defendants’ unlawful actions, to prevent  
20 Defendants from profiting off the unlawful infringement of Bungie’s IP, to prevent Defendants  
21 from damaging Bungie’s reputation and diminishing the perceived value of the Destiny IP by  
22 impairing the experience of legitimate non-cheat players of Destiny 2, as well as to put cheaters  
23 and those who assist them on notice that Bungie does not and will not tolerate cheating in  
24 Destiny 2.

**PARTIES**

1  
2 5. Bungie is a Delaware corporation with its principal place of business at 550 106th  
3 Avenue NE, Suite 207, Bellevue, Washington, 98004-5088.

4 6. Defendant Aimjunkies.com is a business of unknown classification that  
5 advertises, markets and sells Defendants’ cheats.

6 7. Defendant Phoenix Digital Group LLC (“Phoenix Digital”) is an Arizona Limited  
7 Liability Company with a mailing address of 8837 W. Vernon, Phoenix, Arizona, 85037.

8 8. Defendant Jeffrey Conway is a member of Phoenix Digital with a mailing address  
9 of 8837 W. Vernon, Phoenix, Arizona, 85037.

10 9. Defendant David Schaefer is a member of Phoenix Digital with a mailing address  
11 of 5973 Jacques Drive, San Jose, California, 95123.

12 10. Defendant Jordan Green is a member of Phoenix Digital with a mailing address of  
13 2839 SW Dickinson Street, Portland, Oregon, 97219.

14 11. Defendant James May is an individual residing at 2217 Polo Park Drive, Dayton,  
15 Ohio, 45439.

16 **JURISDICTION AND VENUE**

17 12. This Court has subject matter jurisdiction over Bungie’s claims for violations of  
18 the Copyright Act, Lanham Act and related claims pursuant to 15 U.S.C. § 1121, 17 U.S.C.  
19 § 501 and 28 U.S.C. §§ 1331 and 1338(a).

20 13. This Court has supplemental jurisdiction over Bungie’s state law claims under 28  
21 U.S.C. § 1367(a) because those claims are so related to Bungie’s claims under federal law that  
22 they form part of the same case or controversy and derive from a common nucleus of operative  
23 fact.

24 14. Personal jurisdiction over Defendants is proper because Defendants consented to  
25 jurisdiction in the state and federal courts in King County, Washington. On information and  
26 belief, Defendants accepted the terms of the LSLA, which contain the following forum selection

1 clause: “you agree to submit to the personal jurisdiction of any federal or state court in King  
2 County, Washington.”

3 15. Personal jurisdiction over Defendants is also proper because, as more fully set  
4 forth below, Defendants infringed Bungie’s copyrights and trademarks, circumvented and/or  
5 trafficked in technology that circumvented Bungie’s technological protection measures, and  
6 committed other acts directed to Washington. Defendants knew or should have known that the  
7 impact of their intentional acts would cause harm in Washington, where Bungie is  
8 headquartered.

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

12 17. Venue is also proper because Defendants consented to suit in the federal court  
13 located in King County, Washington.

## 14 **FACTS AND BACKGROUND**

### 15 **A. Bungie and the Destiny Franchise**

16 18. Bungie is an independent game development studio dedicated to creating hopeful  
17 worlds that inspire passionate player communities and lifelong friendships. Over the past 20  
18 years, Bungie has created many popular video games, including the Halo franchise, the Marathon  
19 Trilogy, and the first two Myth games.

20 19. Bungie’s latest, and most ambitious project is the Destiny franchise. The  
21 franchise launched in September 2014 with the release of Destiny. In Destiny, players are  
22 Guardians of the last safe city on Earth, protecting humanity from aliens and combatting the  
23 looming threat of the Darkness, an ongoing threat to humanity. At the time of its release,  
24 Destiny offered an unprecedented variety of gameplay that broke traditional conventions of  
25 story, cooperative and competitive multiplayer modes, combined with public and social  
26 activities.

1           20.     Destiny has a large, vibrant and passionate community of players. Since its  
2 release in 2014, Destiny attracted more than 10 million players worldwide. Post-launch, Bungie  
3 supported the growth of Destiny and the Destiny community by selling downloadable content  
4 (“DLC”) expansions with new content and in-game events that offered challenges, new game  
5 modes, and rewards for its players.

6           21.     The most recent game in the Destiny franchise, Destiny 2, was released in  
7 September 2017 and builds on the success of the original game. Destiny 2 is now a free-to-play  
8 game with paid expansions, continually refreshed DLC, and a player base estimated over 30  
9 million players. As with the original Destiny, Bungie continues to offer new DLC post-launch in  
10 Destiny 2 with three major expansions and substantial seasonal releases, including the most  
11 recent expansion, Destiny 2: Beyond Light, which allows players to harness new powers and  
12 explore a new frontier, Europa.

13           22.     Destiny 2 and its expansions have received or been nominated for the following  
14 rewards worldwide since their release: in the US, Best Ongoing Game Award (2020, 2019, 2018,  
15 2017), Best Community Support Award (2020, 2019), Best Multiplayer Game Award (2018,  
16 2017), Best Action Game Award (2018, 2017), and others; and comparable awards and  
17 recognitions in Italy, France, Russia, the UK, Australia, New Zealand, Spain, Germany, and  
18 elsewhere.

19           23.     A key part of the Destiny franchise’s success is the bringing together of players in  
20 a shared, persistent world. The Destiny franchise combines the game with a unique social  
21 experience by connecting players with a living world that they can explore and social spaces  
22 where players can congregate and celebrate achievements.

23           24.     Destiny 2 offers a variety of game modes that present exciting challenges for  
24 players, and rewards for those who complete them. Players can test their skills in PvP  
25 competitive matches, featuring objective-based game modes requiring players to take control of  
26 locations on a map or detonating a charge on the opposing team’s base, and non-objective-based

1 game modes which require only that players defeat other players. By performing well in the  
2 Crucible (Destiny 2's online PvP gameplay mode) and defeating opponents, players are  
3 rewarded with powerful weapons and gear. The endgame PvP contests offer skill-based  
4 matchmaking in which teams of players are iteratively matched against stronger opponents, in a  
5 system that naturally concentrates cheaters.

6 25. Destiny 2 also offers PvE activities where players, often working together, battle  
7 non-player characters to complete objectives. The most challenging PvE activities require a high  
8 level of skill and coordination among players to complete. By completing more difficult  
9 activities, players can obtain the most powerful weapons and gear with unique abilities. High  
10 skill-based performance in endgame PvE content also rewards players with powerful weapons  
11 and gear, as well as access to exclusive rewards both in-game (e.g., banners, seals) and in  
12 exclusive physical merchandize through the Bungie Rewards program.

13 26. Keeping cheaters out of Destiny 2 is vital to Bungie, the Destiny community, and  
14 to the success and continued player interest in the Destiny franchise. Bungie has made  
15 substantial investments in time and money to ensure that all players in Destiny 2 achieve success  
16 due to their talent and skill, and not due to software that gives them an unfair advantage.

17 27. Cheaters, and those who develop and sell cheats, are especially harmful to the  
18 Destiny 2 community. Destiny 2 rewards players for their gameplay skills with items, seals, and  
19 titles, and these rewards are visible to other players. Cheaters earn the same rewards without the  
20 requisite gameplay skill. When cheating occurs, or when there is a perception that players are  
21 cheating, then non-cheating players become frustrated that cheaters obtain the same rewards and  
22 stop playing.

23 28. Cheaters are also harmful to the continued commercial success of Destiny 2. As a  
24 free-to-play game, Destiny 2's commercial success is dependent upon continued player  
25 engagement, including the purchase of DLC and Destiny 2 expansions. When players are  
26 deprived of in-game rewards because cheaters defeat them in competitive game modes, or when

1 players' in-game rewards are devalued by cheaters who obtain rewards they otherwise would not  
2 have obtained, players stop playing Destiny 2 and purchasing the DLC and expansions.

3 29. On information and belief, cheat software may also be used to surreptitiously  
4 install malware and other harmful software on the computers of cheat software users.

5 30. Simply put, cheaters ruin the game for everyone.

6 **B. Bungie's Intellectual Property Rights in the Destiny Franchise**

7 31. Bungie is the owner of all rights, title, and interest in the copyrights in Destiny,  
8 Destiny 2 and all expansions, including without limitation, in its computer software and the  
9 audiovisual works that software creates (collectively, the "Destiny Copyrights"). These  
10 copyrights are the subjects of U.S. Copyright Registrations listed in the table below, and attached  
11 hereto 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

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18 32. Bungie also owns multiple trademarks associated with the Destiny franchise  
19 including but not limited to DESTINY, DESTINY (& design), DESTINY 2, DESTINY 2:  
20 LIGHTFALL, DESTINY 2: BEYOND LIGHT, and DESTINY 2: THE WITCH QUEEN (the  
21 "DESTINY Marks").

22 33. Bungie began using the DESTINY and DESTINY (& design) marks in commerce  
23 at least as early as February 1, 2013. Since their first use, Bungie has continually used those  
24 marks in connection with video game software.

25 34. Bungie has invested substantial resources in marketing, advertising, and  
26 distributing video games under the DESTINY Marks.

1 35. Destiny 2, sold under the DESTINY Marks, has a growing player base of more  
2 than 30 million players.

3 36. Bungie has developed substantial goodwill and strong recognition in the  
4 DESTINY Marks, and those marks have come to be associated with Bungie.

5 37. Through its nationwide use and promotion of the DESTINY Marks, Bungie has  
6 established strong rights in those trademarks and they are entitled to protection.

7 38. Bungie also owns United States Patent and Trademark Office (“USPTO”)  
8 Registration No. 4,321,315 for the DESTINY (& design) mark:



13 A true and correct copy of the registration certificate for the DESTINY (& design) mark is  
14 attached hereto as Exhibit 5.

15 39. Bungie also has pending applications for DESTINY 2: LIGHTFALL (Serial No.  
16 88/955,399), DESTINY 2: BEYOND LIGHT (Serial No. 88/955,392), and DESTINY 2: THE  
17 WITCH QUEEN (Serial No. 88/955,395).

18 **C. Bungie’s Efforts to Eliminate Cheaters from Destiny 2**

19 40. Because of Destiny 2’s popularity, it is under constant threat by individuals  
20 seeking to make a profit from selling cheats and cheaters seeking to gain an unfair advantage  
21 over other players for personal gain and glory.

22 41. By downloading, installing, and/or playing Destiny 2, players accept the terms of  
23 Bungie’s LSLA. If a player does not agree to the LSLA or wishes to reject the terms of the  
24 LSLA, then the player may not install, copy, or use Destiny 2. A true and correct copy of the  
25 LSLA is attached hereto as Exhibit 6.  
26



1           42.     On information and belief, Defendants each downloaded, installed, and or played  
2 Destiny 2 and therefore accepted the terms of the LSLA.

3           43.     Under the LSLA, players agree they will not do, or allow, any of the following:

- 4                   a.    Exploit Destiny 2 or any of its parts commercially;
- 5                   b.    Copy, reproduce, distribute, display or use any part of Destiny 2 except as
- 6                           expressly authorized by Bungie;
- 7                   c.    Sell, rent, lease, license, distribute, or otherwise transfer Destiny 2 or any
- 8                           copies thereof;
- 9                   d.    Reverse engineer, derive source code, modify, decompile, disassemble, or
- 10                           create derivative works of Destiny 2, in whole or in part; or
- 11                   e.    Hack or modify Destiny 2, or create, develop, modify, distribute, or use
- 12                           any unauthorized software programs to gain advantage in any online or
- 13                           multiplayer game modes.

14           44.     Bungie employs a variety of technological protection measures that, in the  
15 ordinary course of their operation, require the application of information, or a process or a  
16 treatment, with the authority of Bungie, to gain access to Destiny 2 and prevent, restrict, or  
17 otherwise limit a player's ability to access, copy, or modify Destiny 2. At a high level, the  
18 Destiny 2 game client attempts to safeguard critical player data and prevent unauthorized reading  
19 and writing of this data, as well as unauthorized execution of game logic. Additional measures  
20 are taken to prevent otherwise normal game functionality (e.g. firing a weapon) from being  
21 manipulated, misused, or over-used to gain an unfair advantage.

22           45.     The AimJunkies cheat suite evades these protections to offer its users access to  
23 hidden player data and to modify or use it to further abuse existing game functionality, thus  
24 disrupting other players' experience with the game. The AimJunkies cheat suite also attempts to  
25 evade the detection by Bungie of cheat mechanisms.

26

1           46. In addition, Bungie provides a mechanism for players to report cheating via an in-  
2 game reporting tool or through a form on the Bungie website. Bungie uses those reports along  
3 with other tools to investigate players who may be using cheats.

4           47. Bungie does not tolerate cheating or the individuals and entities who assist players  
5 in cheating.

6           48. Bungie regularly bans players who are connected to cheat makers and/or who use  
7 cheat software within Destiny 2.

8 **D. Defendants' Cheat Software**

9           49. Defendants created, advertised, sold, and distributed cheat software, including for  
10 Destiny 2.

11           50. Defendants advertised and sold their cheats through their website,  
12 AimJunkies.com. Defendants' sold their cheat, "Destiny 2 Hacks," for \$34.95/month.

13           51. On information and belief, Defendant Phoenix Digital owns and controls  
14 AimJunkies. According to the AimJunkies website, the website was acquired by Phoenix Digital  
15 in or around June 2016.

16           52. As of December 4, 2020, Phoenix Digital was listed as the seller of the Destiny 2  
17 cheat software purchased through AimJunkies.

18           53. Destiny 2 players who purchase and deploy Defendants' cheat may be given an  
19 unfair advantage over non-cheating Destiny 2 players. For example, Defendants' "Destiny 2  
20 Aimbot" claims to automatically aim at enemy players without requiring input from the cheat  
21 user; the "Destiny 2 No Recoil" purports to eliminate recoil from weapons, allowing the user to  
22 stay locked on to his/her enemies; and the "ESP" feature purportedly allows the cheat user to see  
23 players and items through walls, which non-cheating players cannot do.

24           54. On information and belief, Defendants created, maintained, and modified their  
25 cheat software by first downloading, installing, and/or playing Destiny 2.  
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1           55. On information and belief, Defendants copied and distributed Bungie’s  
2 copyrighted works in order to reverse engineer, disassemble, decompile, decrypt, and modify  
3 those works without Bungie’s authorization.

4           56. On information and belief, Defendants incorporated technology into their cheat  
5 software that avoids, bypasses, removes, deactivates, and/or impairs Bungie’s technological  
6 measures that control access to Bungie’s copyrighted code and/or audiovisual works for Destiny  
7 2.

8           57. Furthermore, on information and belief, each time a Destiny 2 player uses  
9 Defendants’ cheat software, the cheat software circumvents Bungie’s technological protection  
10 measures by evading anti-cheat protections and detection to offer its users access to hidden  
11 player data and to modify or use it to further abuse existing game functionality.

12           58. Each time a player uses Defendants’ cheat software while playing Destiny 2, that  
13 player breaches the LSLA by “us[ing] an[] unauthorized software program[] to gain advantage in  
14 any online or multiplayer game modes.”

15           59. The purpose of Defendants’ cheat is to allow players to gain an advantage in  
16 Destiny 2. Defendants’ website states that it “offers cheats and mods that give a user an  
17 improved experience and an advantage over the competition,” boasting that “AimJunkies is the  
18 first place to go for the best cheating experience.”

19           60. Defendants know their cheat software cannot be used without violating the LSLA.  
20 Defendants encourage and induce their users to use their cheat software by claiming that their  
21 hacks are “Undetected,” suggesting to their users that their cheating would be unknown to  
22 Bungie.

23           61. Defendants have caused and continue to cause serious harm to the value of  
24 Destiny 2 and to the Destiny 2 community by preventing players who do not use cheats from  
25 enjoying the game, causing players to grow dissatisfied and stop playing.  
26



1 72. Defendants' actions are willful.

2 73. Bungie has been and will continue to be damaged by Defendants' unlawful  
3 infringement.

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

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

10 **SECOND CAUSE OF ACTION**

11 **(Trademark Infringement, 15 U.S.C. § 1114)**

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

14 77. Defendants' unauthorized use of the DESTINY (& design) mark to advertise,  
15 promote and sell their cheat constitutes infringement of Bungie's registered DESTINY (&  
16 design) mark.

17 78. Because of Bungie's continuous and exclusive use of the DESTINY (& design)  
18 mark, it has come to mean, and is understood by consumers to signify products of Bungie.

19 79. Defendants' unauthorized use of the DESTINY (& design) mark in connection  
20 with the sale, offering for sale, distribution, and advertising of cheats, is likely to cause  
21 confusion, mistake, or deception as to the source, origin, or authenticity of Defendants' products  
22 and services.

23 80. Further, Defendants' activities are likely to lead consumers to conclude,  
24 incorrectly, that Defendants' products and services originate with or are authorized by Bungie.

25 81. Defendants' actions damage and harm Bungie.  
26

1 82. Bungie is entitled to the relief provided by 15 U.S.C. § 1117, including, but not  
2 limited to, statutory damages, enhanced damages, Defendants' profits, Bungie's damages, and  
3 the costs of this action.

4 83. Defendants knew of Bungie's rights, and their infringement has been knowing,  
5 willful, and deliberate, such that the Court should award Bungie its attorneys' fees pursuant to 15  
6 U.S.C. § 1117.

7 84. Bungie has been, and continues to be, damaged by such acts in a manner that  
8 cannot be fully measured or compensated in economic terms and therefore has no adequate  
9 remedy at law. Furthermore, upon showing a violation of 15 U.S.C. § 1114, Bungie is entitled a  
10 rebuttable presumption of irreparable harm from that violation, and seeks permanent injunctive  
11 relief pursuant to 15 U.S.C. § 1116.

12 85. Defendants' activities have damaged, and threaten to continue damaging,  
13 Bungie's reputation and goodwill.

14 **THIRD CAUSE OF ACTION**

15 **(False Designation of Origin, 15 U.S.C. § 1125(a))**

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

18 87. Bungie has strong rights in the DESTINY Marks.

19 88. Defendants' actions constitute the use in interstate commerce of a false  
20 designation of origin, false or misleading description of fact, or false or misleading  
21 representations of fact that are likely to cause confusion or mistake, or to deceive as to the  
22 affiliation, connection, or association of Defendants' products and services with Bungie, or as to  
23 the origin, sponsorship, or approval of the goods and services provided by Defendants in  
24 violation of 15 U.S.C. § 1125(a).

25 89. Bungie is entitled to the relief provided by 15 U.S.C. § 1117(a), including, but not  
26 limited to, Defendants' profits, Bungie's damages, and the costs of this action.

1 90. Defendants knew of Bungie’s rights, and their infringement has been knowing,  
2 willful, and deliberate, such that the Court should award Bungie its attorneys’ fees pursuant to  
3 15 U.S.C. § 1117.

4 91. Defendants’ activities have damaged, and threaten to continue damaging,  
5 Bungie’s reputation and goodwill.

6 92. Bungie has been, and continues to be, damaged by such acts in a manner that  
7 cannot be fully measured or compensated in economic terms and therefore has no adequate  
8 remedy at law. Furthermore, upon showing a violation of 15 U.S.C. § 1125(a), Bungie is entitled  
9 a rebuttable presumption of irreparable harm from that violation, and seeks permanent injunctive  
10 relief pursuant to 15 U.S.C. § 1116.

11 **FOURTH CAUSE OF ACTION**

12 **(Circumvention of Technological Measures, 17 U.S.C. § 1201(a))**

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

15 94. Bungie is the owner of valid, registered, and enforceable copyrights in Destiny 2.

16 95. Bungie has designed and implemented technological measures to prevent and  
17 control access to Destiny 2. These technological measures include attempts to safeguard critical  
18 player data and prevent unauthorized reading and writing of this data, as well as unauthorized  
19 execution of game logic. Additional measures are taken to prevent otherwise normal game  
20 functionality (e.g. firing a weapon) from being manipulated, misused, or over-used to gain an  
21 unfair advantage.

22 96. In the ordinary course of the operation of these technological measures, they  
23 require the application of information, or a process or a treatment, with the authority of Bungie,  
24 to gain access to Destiny 2.  
25  
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1 97. On information and belief, Defendants descrambled, decrypted, avoided,  
2 bypassed, removed, deactivated, and/or impaired one or more of Bungie's technological  
3 measures that control access to Destiny 2 without the authority of Bungie.

4 98. As a direct result of Defendants' circumvention, Bungie has been injured, and will  
5 continue to be injured.

6 99. Defendants' actions were and are willful.

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

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

14 **FIFTH CAUSE OF ACTION**

15 **(Trafficking in Circumvention Technology, 17 U.S.C. §§ 1201(a)-(b))**

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

18 103. Bungie is the owner of valid, registered, and enforceable copyrights in Destiny 2.

19 104. Bungie has designed and implemented technological measures that include  
20 attempts to safeguard critical player data and prevent unauthorized reading and writing of this  
21 data, as well as unauthorized execution of game logic. Additional measures are taken to prevent  
22 otherwise normal game functionality (e.g. firing a weapon) from being manipulated, misused, or  
23 over-used to gain an unfair advantage.

24 105. In the ordinary course of the operation of these technological measures, they  
25 prevent, restrict, or otherwise limit the exercise of any rights in Destiny 2 exclusive to Bungie,  
26



1 including unauthorized modification of the game client or unauthorized modification of  
2 information sent to or from Bungie's servers.

3 106. On information and belief, Defendants manufacture, import, offer to the public,  
4 provide, or otherwise traffic in cheat software that contains technology, products, services,  
5 devices, components, or parts thereof, that (A) is primarily designed or produced for the purpose  
6 of circumventing Bungie's technological measure(s) that effectively controls access to a work;  
7 (B) has only limited commercially significant purpose or use other than to circumvent a  
8 technological protection measure that effectively controls access to a work; and/or (C) is  
9 marketed by Defendants for use in circumventing technological protection measure(s) that  
10 effectively control access to a work.

11 107. On information and belief, Defendants manufacture, import, offer to the public,  
12 provide, or otherwise traffic in a technology, product, service, device, component, or part  
13 thereof, that (A) is primarily designed or produced for the purpose of circumventing protection  
14 afforded by technological measure(s) that effectively protects a right of Bungie in a work or a  
15 portion thereof; (B) has only limited commercially significant purpose or use other than to  
16 circumvent protection afforded by technological protection measure(s) that effectively protect a  
17 right of Bungie in a work or a portion thereof; and/or (C) is marketed by Defendants for use in  
18 circumventing protection afforded by technological protection measure(s) that effectively protect a  
19 right of Bungie in a work or a portion thereof.

20 108. As a direct result of Defendants' trafficking, Bungie has been injured, and will  
21 continue to be injured.

22 109. Defendants' actions were and are willful.

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

25 111. Bungie is entitled to the relief provided by 17 U.S.C. § 1203, including, but not  
26 limited to, injunctive relief, an order for the impounding, modification, or destruction of any

1 device or product in Defendants' custody or control involved in the circumvention of Bungie's  
2 technological measures, damages measured at Bungie's election either by Bungie's actual  
3 damages and Defendants' profits or statutory damages, and Bungie's costs and attorneys' fees.

4 **SIXTH CAUSE OF ACTION**

5 **(Breach of Contract)**

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

8 113. Access to and use of Destiny 2 is governed by and subject to the LSLA.

9 114. At all times relevant hereto, Bungie prominently displayed and/or provided links  
10 to the LSLA, including on its website, www.bungie.net.

11 115. On information and belief, Defendants agreed to the LSLA by downloading,  
12 installing, and/or using Destiny 2.

13 116. The LSLA is a valid, enforceable contract between Bungie and Defendants.

14 117. Defendants breached the LSLA by:

- 15 a. Exploiting Destiny 2 commercially;
- 16 b. Copying, reproducing, distributing, displaying and/or using Destiny 2;
- 17 c. Selling, renting, leasing, licensing, distributing, and/or transferring  
18 Destiny 2 or any copies thereof;
- 19 d. Reverse engineering, deriving source code, modifying, decompiling,  
20 disassembling, and/or creating derivative works of Destiny 2, in whole or  
21 in part; and/or
- 22 e. Hacking or modifying Destiny 2, or creating, developing, modifying,  
23 distributing, or using any unauthorized software programs to gain  
24 advantage in any online or multiplayer game modes.

25 118. Bungie has performed its obligations pursuant to the LSLA.  
26



**EIGHTH CAUSE OF ACTION**

**(Violation of the Washington Consumer Protection Act, RCW 19.86.020)**

1  
2  
3 129. Bungie repeats, realleges, and incorporates herein by reference the allegations in  
4 the foregoing paragraphs as if fully set forth herein.

5 130. The foregoing acts of Defendants constitute unfair methods of competition and  
6 unfair or deceptive acts or practices in the conduct of trade or commerce in violation of RCW  
7 19.86.020.

8 131. Defendants' conduct affects and is contrary to the public interest, tends to mislead  
9 a substantial portion of the public, and has injured and, unless enjoined, will continue to injure  
10 Bungie in its business and property.

11 132. As a result of Defendants' conduct Bungie has been and will continue to be  
12 damaged and is entitled to actual damages, treble damages, costs of litigation, attorneys' fees,  
13 and an injunction.

**NINTH CAUSE OF ACTION**

**(Unjust Enrichment)**

14  
15  
16 133. Bungie repeats, realleges, and incorporates herein by reference the allegations in  
17 the foregoing paragraphs as if fully set forth herein.

18 134. Defendants have received, and continue to receive, a monetary benefit from  
19 Destiny 2 players that purchase their cheat.

20 135. Defendants received, and continue to receive, this benefit at Bungie's expense.

21 136. Under the circumstances, it is unjust for Defendants to retain the benefit without  
22 payment to Bungie.

**JURY DEMAND**

23  
24 Pursuant to Federal Rule of Civil Procedure 38(b), plaintiff demands a trial by jury as to  
25 all issues so triable in this action.  
26

**PRAYER FOR RELIEF**

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

A. That judgment be entered in Bungie’s favor against Defendants on all claims.

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

- (1) Infringing, inducing, or enabling others to infringe Bungie’s trademarks, including but not limited to, the DESTINY Marks;
- (2) Infringing, inducing, or enabling others to infringe Bungie’s copyrights;
- (3) Creating, writing, developing, advertising, promoting, and/or offering for sale or otherwise any software that infringes Bungie’s copyrights;
- (4) Descrambling, decrypting, avoiding, bypassing, removing, deactivating, or impairing a technological measure that controls access to Bungie’s copyrighted works;
- (5) Manufacturing, importing, offering to the public, providing, 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 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;
- (6) Manufacturing, importing, offering to the public, providing, or otherwise trafficking in any technology, product, service, device, component, or part thereof that (A) is primarily designed or produced for the purpose of

1 circumventing protection afforded by technological measure(s) that  
2 effectively protects a right of Bungie in a work or a portion thereof; (B)  
3 has only limited commercially significant purpose or use other than to  
4 circumvent protection afforded by technological protection measure(s)  
5 that effective protect a right of Bungie in a work or a portion thereof;  
6 and/or (C) is marketed by Defendants for use in circumventing protection  
7 afforded by technological protection measure(s) that effective protect a  
8 right of Bungie in a work or a portion thereof; and

9 (7) Aiding or assisting another person or entity in any of the activities  
10 described in (1) - (6).

11 C. An order requiring that Defendants immediately destroy all copies of Destiny 2 or  
12 any derivative work thereof in their possession or control;

13 D. An order requiring that Defendants immediately destroy all copies of any cheats  
14 for Destiny 2;

15 E. An award to Plaintiffs of restitution and damages, including but not limited to  
16 compensatory, statutory (including enhanced statutory damages for willful infringement),  
17 punitive damages, and all other damages permitted by law;

18 F. That Bungie be awarded pre-judgment and post-judgment interest on all  
19 damages awarded against Defendants;

20 G. An award to Plaintiffs of their costs incurred in this suit as well as reasonable  
21 attorneys' fees; and

22 H. For such other relief as the Court deems just and proper.  
23  
24  
25  
26

1 DATED this 15th day of June 2021

2 By: /s/William C. Rava  
William C. Rava, WSBA No. 29948

3 By: /s/Jacob P. Dini  
Jacob P. Dini, WSBA No. 54115

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9 *Attorneys for Plaintiff Bungie, Inc.*

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