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**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE**

BUNGIE, INC., a Delaware corporation,

Plaintiff,

v.

MIHAI CLAUDIU-FLORENTIN, an individual, d/b/a VETERANCHEATS.COM; 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-01114

**DECLARATION OF JAMES BARKER IN SUPPORT OF PLAINTIFF’S MOTION FOR DEFAULT JUDGMENT AGAINST DEFENDANT MIHAI CLAUDIU-FLORENTIN d/b/a VETERAN CHEATS.COM**

I, James Barker, declare:

1. I am the Deputy General Counsel of Bungie, Inc. (“Bungie”) and a frequent player of Bungie’s *Destiny 2* game with more than 1,700 hours logged in the game. I have supervised Bungie’s strategic litigation against anticheat circumvention products (“Cheat Software”) since 2020, have attended every deposition, interview, and proceeding conducted by Bungie against traffickers in circumvention technology, and have become familiar with Bungie’s game security measures, the features common to

1 circumvention products, and the features at issue in the present litigation. I submit this  
2 declaration in support of Plaintiff’s Motion for Default Judgment against Defendant  
3 Mihai Claudiu-Florentin (“Defendant” or “Mr. Claudiu-Florentin”) d/b/a  
4 VeteranCheats.com. I am over the age of eighteen, and the facts stated herein are true  
5 based on my personal knowledge and my review of corporate documents and  
6 information, and I could and would testify competently thereto if called upon to do so.

7         2. Bungie is the developer and publisher of the critically-acclaimed and  
8 successful video game *Destiny 2*, a first-person, shared-world, massively-multiplayer  
9 online (“MMO”) game played by more than 30 million people around the globe. *Destiny*  
10 2 users play the game together from wherever in the world they are located, interacting  
11 with each other and the environment and impacting each other’s gameplay with their own  
12 actions. This interaction takes place in a wide range of game activities, including both  
13 Player v. Player (“PvP”) modes and Player v. Environment (“PvE”) modes. Players  
14 interact with each other in both game modes, working cooperatively in PvE modes to  
15 complete various missions, and both cooperatively and competitively in PvP modes.  
16 These interactions between players are a critical component of *Destiny 2*.

17         3. Bungie is the sole owner of all rights, title and interest in *Destiny 2* and its  
18 expansions. Bungie has secured several registrations of its claims of copyright in *Destiny*  
19 2, including separate registrations covering the software and audiovisual components of  
20 *Destiny 2* and its major expansions. Annexed hereto as composite **Exhibit 1** are copies of  
21 the registration certificates for *Destiny 2* and *Destiny 2: Beyond Light*, in each case as  
22 both a literary work (software) and an audiovisual work.

23         4. As Deputy General Counsel, I am familiar with Bungie’s business model  
24 and initiatives. I also am familiar with the *Destiny 2* software at a high level, including its  
25 “anti-cheat” measures.  
26

1           5.       *Destiny 2* can be characterized as a world simulation that takes place  
2 across many computers. Like most MMO games, *Destiny 2* consists of many elements,  
3 some of which are contained on our servers, and some of which are part of our client  
4 software. The client software, which is made available to players for the sole purpose of  
5 playing *Destiny 2*, resides on the player’s computer. Its function is to connect the player’s  
6 computer to the *Destiny 2* servers and to other players’ computers to allow players to play  
7 the *Destiny 2* video game together. The client software loads into memory and stores  
8 important data including, but not limited to, the character’s position and facing, health  
9 and shields, and ammunition. These values are communicated to the *Destiny 2* servers,  
10 and these values change based on the data sent back from the servers.

11           6.       High-value game data like those described above are protected from  
12 exposure or manipulation using obfuscation and encryption. For example, information  
13 about player positioning and facing is obfuscated in memory so that it can only be  
14 accessed by the *Destiny 2* process during gameplay; and information sent to and from  
15 users’ computers to Bungie’s servers is encrypted. The *Destiny 2* process is classified as  
16 “authorized access only” to protect the game from cheating. Numerous technological  
17 protections are embedded in the “game client”—the software that translates the player’s  
18 inputs into messages sent to the servers for processing. During normal operation, those  
19 protections prevent access to game data and prevent injection or attachment of foreign  
20 processes into *Destiny 2*. In addition, specific categories of game data are protected  
21 because of their relevance to those who would abuse access to cheat.

22           7.       These protections are critical because *Destiny 2* is a “free-to-play” game;  
23 Bungie does not sell the base game, which users can freely download on their personal  
24 computers, PlayStation consoles, and other game systems, and players may play the base  
25 game for free indefinitely. Being “free to play” also means that developers of  
26 circumvention software face only Bungie’s technological and legal hurdles to accessing

1 the base game (as opposed to financial hurdles), which they must do to reverse engineer  
2 *Destiny 2*.

3 8. As a free-to-play game, *Destiny 2* enjoys a broader on-ramp for new  
4 players, but is more vulnerable to attacks on the game's integrity. Bungie's income  
5 stream from *Destiny 2* relies heavily on long-tail customer satisfaction in the form of  
6 sales of expansions and packs of content (which add story missions and campaigns, new  
7 weapons and items, and a wide variety of cosmetic and aesthetic enhancements that  
8 players can obtain), season passes, and the premium currency "silver" which can be  
9 redeemed for cosmetic content (such as 'emotes' and ornamental design options that do  
10 not affect gameplay). Players can choose to purchase these items if they enjoy their  
11 experience. We go to great efforts to provide players with the best experience we can,  
12 both because we only earn money when our players are happy, and also because we want  
13 to produce a great game. The more fun the game is to play, the more likely it is that a  
14 player will enjoy the game enough to invest in additional content. Like many Bungie  
15 employees, I am a *Destiny 2* player because I enjoy playing the game.

16 9. As part of our efforts to make the game fun to play, we frequently release  
17 new narrative content, expanding the story of the game and the universe in which the  
18 game is set. We invest substantial resources in developing this new content, some of  
19 which becomes part of the free-to-play game, and some of which becomes part of paid  
20 expansions. Since its launch in 2017, *Destiny 2* has had a number of major paid  
21 expansions including *Destiny 2: Forsaken*, *Destiny 2: Shadowkeep*, and *Destiny 2:*  
22 *Beyond Light*. The latest expansion, *Destiny 2: The Witch Queen*, was released on  
23 February 22, 2022; the next, *Destiny 2: Lightfall*, it set to release on February 28, 2023.  
24 Bungie also releases new "seasonal" content, to which users can purchase access, several  
25 times per year.

1           10. Our efforts to provide a game that our players enjoy are not limited to  
2 developing the new narrative content that is found in our expansions and seasons. For  
3 many of our players, PvP gameplay is a critical part of their experience. We also invest  
4 considerable resources in developing these aspects of the game. One of the reasons that  
5 PvP is important to many players is because it provides opportunities for them to build up  
6 their characters and to earn accolades for competitive achievement. For example, success  
7 in competitive PvP gameplay is the only avenue to obtain specific cosmetics and in-game  
8 “loot,” such as weapons or armor, that “drop” as rewards for PvP play.

9           11. As part of our overall *Destiny 2* business model, we offer players various  
10 rewards and items of value if they reach certain accomplishments during their  
11 participation in *Destiny 2* gameplay. For example, players who achieve uncommon  
12 success in the endgame PvP mode “Trials of Osiris” can earn the coveted title  
13 “Flawless,” which they can display with their character’s name so that other players in  
14 the game see that they reached this in-game milestone. Certain in-game milestones also  
15 allow players the ability to acquire exclusive merchandise, such as our “raid jackets,”  
16 which may be purchased only by players who complete our highest-level PvE endgame  
17 content (“raids”) within a designated period of time after the raid is released. By unfairly  
18 taking these unearned awards for themselves, cheaters can prevent honest players from  
19 receiving them, no matter how skilled those honest players might be. Even a small  
20 number of cheater users have a disproportionately large, negative impact on honest  
21 players. The aspirational endgame PvP content concentrates players with the highest  
22 apparent skill, whether that skill is earned through practice or bought and applied in the  
23 form of cheat software in violation of *Destiny 2*’s license agreement. Users of cheat  
24 software attack not just the integrity of the game as a whole, but directly attack the  
25 experiences of those players who are the most personally invested in the *Destiny 2*  
26 community.

1 **CHEATERS**

2 12. Achieving the various *Destiny 2* rewards requires substantial time and  
3 commitment. Most *Destiny 2* players enjoy seeing their commitment pay off as they  
4 climb the skill curve. They—and we as a company—expect others to also play fairly and  
5 honestly. Some users of cheat software want to gain rewards or flex on honest players  
6 without putting in the honest effort that is required for achievement. Others are tied to  
7 “account recovery” and “boosting” services, in which players use cheat software to  
8 rapidly complete in-game activities, including aspirational PvP and PvE content, on the  
9 accounts of other players who would pay to have in-game “loot” or accolades—  
10 effectively paying a “booster” to play the game repetitively for them.

11 13. Cheat software allows unskilled and unethical players to gain an unfair  
12 advantage in shared-world MMO games, in which millions of users around the world  
13 play with and compete against each other for bragging rights and in-game rewards.  
14 Around September 2021, shortly after this lawsuit was filed and after *Destiny 2* began to  
15 employ “BattlEye” anti-cheat software in addition to Bungie’s in-house tools, we  
16 observed a rapid and several-fold increase in the advertised price of tracked boosting  
17 services. This correlation strongly suggests that cheat software is a practical necessity for  
18 that parasitic industry to function efficiently. We have no data to suggest that players  
19 using boosting services are informed when a booster plans to use cheat software and  
20 thereby imperil their account.

21 14. Cheating imperils the continued success of *Destiny 2*. As an ongoing,  
22 narrative-driven live-service game, *Destiny 2* requires continued reinvestment to remain  
23 profitable. Bungie does well when players enjoy *Destiny 2* so much that they are willing  
24 to invest in our expansions and cosmetic offerings. When any live-service game becomes  
25 saturated with cheaters, or gains that appearance, honest players may find success  
26 impossible and rapidly become disillusioned with the game, stop playing it, and move on

1 to other pastimes. The existence of even a small number of cheaters, typically in the most  
2 visible and competitive game modes, drives a perception that the game is overrun.

3 15. When players leave a game because of cheating, they also stop discussing  
4 and promoting the game, whether individually or as fans, influencers, and creators. The  
5 proliferation of cheating has led to bad press within the video game industry as a whole.  
6 Attached hereto as **Exhibit 2** are true and correct copies of press reports on this subject.  
7 That there are thousands of instances of players (*see* Paragraph 33) using Defendant  
8 Claudiu-Florentin's software to cheat at *Destiny 2* helped create the perception that the  
9 game had a cheating problem. The reputational damage caused by cheating is difficult to  
10 mitigate, and it is impossible to fully quantify the business that we lose as a result.

11 16. As a frequent *Destiny 2* player, I can viscerally understand the aggravation  
12 of encountering a cheat software user. Playing against someone who has access to infinite  
13 ammunition, unfailing aim, and an ability to see through walls naturally turns any game  
14 into a frustrating experience. I have also witnessed a selection of cheat software modes  
15 including the "aimbot," which causes the cheat user's weapon to mechanically "snap" to  
16 the critical point of an enemy combatant or player in response to a key press; "wallhack,"  
17 which shows a cheat user the location of players normally hidden from view, and others.  
18 I believe that any *Destiny 2* player using a selection of the most common cheat features  
19 would find it trivial to win every engagement against a legitimate player, every time.  
20 When a cheat software user loses an engagement, it's done selectively and intentionally  
21 to avoid suspicion.

## 22 **BUNGIE'S ANTI-CHEATING MEASURES**

23 17. We take many steps to deal with cheating and with cheaters, in support of  
24 our efforts to protect *Destiny 2*. As Deputy General Counsel, I am involved in these  
25 efforts. Our efforts to address cheating take many forms, some of which operate at the  
26 level of the individual player, and others that operate at a broader scale.

1           18. Our efforts to combat cheating begin with the terms of our Limited  
2 Software License Agreement (“LSLA”). The LSLA is a clickwrap agreement—that is,  
3 *Destiny 2* users must indicate their agreement to the LSLA to access the game the first  
4 time they download the software, when they attempt to log in from a new account, and  
5 every time the software undergoes a major patch or revision to the LSLA. They indicate  
6 their agreement by first viewing the LSLA, then indicating that they agree to the terms by  
7 executing a “long-click” to submit the executed agreement to Bungie. Bungie would not  
8 allow any player access to *Destiny 2* if it knew they intended to breach the LSLA at the  
9 time they were purporting to agree to it, and it is impossible to play *Destiny 2* without  
10 indicating that agreement. A true and correct copy of the LSLA in effect at the times  
11 relevant to this case is annexed hereto as **Exhibit 3**.

12           19. Claudiu-Florentin and the other Defendants could not have downloaded,  
13 installed, or played *Destiny 2* without agreeing to the LSLA.

14           20. The LSLA includes a number of express conditions. One such condition is  
15 that the player refrain from the use of cheating software. Other conditions bar players  
16 from reverse engineering the game, decompiling the game, disassembling the game, or  
17 creating derivative works of the game. Still another provision prohibits players from  
18 developing cheat software for the game. The LSLA makes it clear that these provisions  
19 are conditions of the license and clearly and explicitly warns players that violating the  
20 conditions will vitiate the license and render further use of *Destiny 2* infringing. *See*  
21 **Exhibit 3**.

22           21. Bungie’s methods to detect and block the use of cheat software take  
23 several forms. [REDACTED]  
24 [REDACTED]  
25 [REDACTED]. In  
26 addition, Bungie has developed a number of internal tools and techniques, described



1 below, that it uses to make it difficult to develop cheat software. [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 22. Bungie has invested substantial time, effort, and resources in developing a  
5 wide range of technological tools for preventing and detecting cheating. [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED].

19 23. Bungie has also contracted with other companies, at substantial expense,  
20 for the use of anti-cheating technologies. These technologies automatically detect  
21 cheating, although they require constant and costly development as cheat makers  
22 continuously attempt to find ways to evade these protection measures. Bungie also  
23 enables players who suspect competitors of cheating to file reports through multiple  
24 channels, allowing Bungie to analyze gameplay records to ban cheat users and detect  
25 signatures of cheat software that permit Bungie to improve its automated detections.

26

1           24.     When players cheat, we ban them from the game. When players log in, the  
2 status of their account is checked. If a cheater attempts to connect to the game with a  
3 banned account, the attempt is rejected and the player receives a message on their screen  
4 informing them that they have been banned. These bans are implemented and enforced by  
5 computer programs and control access to *Destiny 2*.

6           25.     We employ additional methods to detect players who attempt to evade  
7 bans by creating new accounts. These methods include hardware identification  
8 (“Hardware ID”), which compiles a hash from innate characteristics of a player’s device  
9 in order to create that device’s unique signature, and blocks attempts to play *Destiny 2*  
10 from devices that have been the subject of bans.

11     **CLAUDIU-FLORENTIN, VETERANCHEATS.COM, AND THE CHEATS**

12           26.     Mr. Claudiu-Florentin, a resident of Romania, makes a living through the  
13 distribution of illegal cheat software. Doing business as VeteranCheats.com, Mr.  
14 Claudiu-Florentin, or his associates, developed, marketed, distributed, and trafficked in  
15 cheat software for *Destiny 2* (the “Cheats”), both individually and collectively with the  
16 other Defendants. Expedited discovery revealed that Mr. Claudiu-Florentin controlled the  
17 content of the website VeteranCheats.com (the “Website”) through which Defendants  
18 distributed those cheating software products. *See* Declaration of Chris Varas (“Varas  
19 Decl.”) ¶¶ 3-4, 10, Exs. 2-3, 9.

20           27.     I have personal knowledge that Mr. Claudiu-Florentin used the Website to  
21 offer various Cheats called “Razor,” “HLBOT,” and “Render,” which he marketed using  
22 copyrighted imagery and audiovisual sequences from *Destiny 2*. *See* Varas Decl. ¶ 10,  
23 Ex. 9.

24           28.     Until after the time Bungie filed suit, users could purchase a “day key” or  
25 a “month key” for these cheat software products (the “Cheat Software”) for the Euro-  
26 denominated equivalent of approximately \$13 to \$19 for a day and \$105 to \$164 for a

1 month. *See* Varas Decl. ¶ 10, Ex. 9. Mr. Claudiu-Florentin justified these “high prices”  
2 on the Website by pointing to “the complex anti-cheat this game has . . . which means  
3 that high-quality cheats are expensive to create and maintain.” *Id.* Some of the specific  
4 methods by which this Cheat Software facilitates cheating, and how it avoids detection,  
5 are described below.

6 29. [REDACTED]

7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]. Although provided under several names (*e.g.* HLBOT,  
10 Razor), the features made available by the Cheat Software generally included an  
11 “aimbot” feature set, “extrasensory perception” or ESP, and the ability to toggle several  
12 game-breaking advantages. An aimbot allows the cheat user to press a button to  
13 automatically target opponents on screen without having to aim, allowing the cheater to  
14 make even the most difficult shots with little or no skill. [REDACTED]

15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED] Some of the other game-breaking features  
19 that the Cheats provide include artificial enhancements such as unlimited ammunition,  
20 the ability to skip cooldowns to instantaneously “respawn” ([REDACTED])  
21 [REDACTED]  
22 [REDACTED]. These features are absolutely not  
23 available to honest players in *Destiny 2*.<sup>1</sup> [REDACTED]

24  
25 <sup>1</sup> *See* Exhibit 9 to Varas Declaration stating “[y]ou can buy our Destiny 2 Cheats with top notch  
26 security, ESP, aimbot, radar hack and no recoil, all in one package.”

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]

7 Compounding these harms, the cheat software distributed through the Website also  
8 features software tailor-made to circumvent hardware-based bans of cheat users, or  
9 “Hardware ID spoofers.” This type of circumvention technology allows cheat users to  
10 alter information that is normally inherent to a user’s device in order to defeat the anti-  
11 cheat systems Bungie uses to identify and block access to Bungie’s services from that  
12 hardware, thus circumventing technical measures specifically designed to prevent banned  
13 users from accessing Bungie’s services for *Destiny 2*.

14 30. In addition to altering play for those purchasing the Cheats, these features  
15 alter the display and game experience for other players. For example, a player whose  
16 opponent can see his location through a wall, then shoot him without effort when he  
17 appears, experiences an altered and unfair version of the game. Based on my  
18 understanding of the *Destiny 2* client and the attack vector used by the Cheats, all of the  
19 Cheats’ modifications to *Destiny 2* are created by instructions fixed within the software  
20 code for the Cheats themselves, and the Cheats exist in a concrete form that substantially  
21 incorporates Bungie’s protected expression. Mr. Claudiu-Florentin posted promotional  
22 videos on the Website documenting how the Cheats enable customers to modify *Destiny*  
23 *2* game for other players. *See* Varas Decl. ¶ 10, Ex. 9. As noted, these promotional videos  
24 obviously incorporate Bungie’s copyrighted works.

25 31. As part of my job, I work closely with members of our Game Security and  
26 Community teams, which track user feedback and experience from many sources. As

1 honest players have observed, the “cheating problem in PC Destiny 2” “ruin[s] the game”  
2 and “will only frustrate and drive people away” because “indestructible . . . instakillers”  
3 destroy the experience for everyone. True and correct copies of representative online  
4 postings about cheating in *Destiny 2* are attached hereto as **Exhibit 4**. This frustration,  
5 and public expressions of it, damage Bungie’s reputation and impair its ability to keep  
6 players engaged. Mr. Claudiu-Florentin expressly stated that the Cheats on the Website  
7 are designed to evade detection by Bungie’s anti-cheat technology, noting that cheating is  
8 “strictly against the rules of the game.” *See* Varas Decl. ¶ 10, Ex. 9. Indeed, Mr. Claudiu-  
9 Florentin cited the strength of Bungie’s anti-cheat software as the reason he charged such  
10 exorbitant subscription fees. *Id.*

#### 11 **BUNGIE’S DAMAGES**

12 32. As Bungie confirmed through expedited discovery on Stripe, Inc.  
13 (“Stripe”) among others, Mr. Claudiu-Florentin relied on third-party service providers to  
14 operate the Website, distribute the Cheats, and collect and process payments. *See* Varas  
15 Decl. ¶ 9.

16 33. My counsel provided me Stripe’s production in response to a subpoena,  
17 containing an Excel file with data on thousands of transactions related to Mr. Claudiu-  
18 Florentin. The spreadsheet that was sent to me is the spreadsheet submitted as Exhibit 7  
19 to the Varas Declaration. I personally reviewed this Excel file, and using my personal  
20 knowledge of the Cheat products offered by Mr. Claudiu-Florentin (e.g. Razor, HLBOT,  
21 Render) confirmed 5,848 *separate* transactions for either a *Destiny 2* cheat or a premium  
22 cheat product containing *Destiny 2* as an option. **Exhibit 5** to this Declaration is a PDF  
23 excerpt of the Excel document provided by Stripe containing *only* the 5,848 *separate*  
24 transactions referenced above and only the relevant columns of data (native Excel  
25 document available upon Court’s request). Between November 2020 and July 2022, Mr.  
26 Claudiu-Florentin and the other Defendants received approximately \$146,662.28 of sales

1 in dollars through Stripe corresponding to those 5,848 circumvention products. This is  
2 comprised of €133,665 of sales in Euros (converted to \$145,023.18 using an exchange  
3 rate of approximately 1.09 as of January 30, 2023) and \$1,639.10 of sales in dollars. *Id.*  
4 This figure obviously does not include Mr. Claudiu-Florentin's own circumventions of  
5 account bans and his own repeated uses of the Cheats, each of which represents an  
6 additional, independent act of circumvention. Notably, it also does not include the  
7 thousands of acts of circumvention perpetrated by Mr. Claudiu-Florentin's customers  
8 each time they loaded the Cheats and used them to play *Destiny 2* for almost two years.  
9 Thus, the actual number of circumventions is many times higher.

10 34. Bungie has been forced to expend substantial resources in its efforts to  
11 combat cheating software, including the VeteranCheats software. We must, for example,  
12 release security updates to the software that are more frequent and more extensive than  
13 we would otherwise prefer, in order to re-obfuscate information and data structures that  
14 cheat designers have located. We are forced to continually engage in additional  
15 development of our own in-house cheat detection efforts. And we have been forced, at  
16 substantial expense, to license several forms of anti-cheat software, including but not  
17 limited to BattlEye, plus necessary engineering to integrate those tools with *Destiny 2*.  
18 The more complex and novel the cheat the more expensive it is for Bungie's in-house  
19 softwear engineers to defeat it.

20 35. [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED].

1           36. There is no doubt that players using the VeteranCheats software cost  
2 Bungie business and diminished the *Destiny 2* player base. While it is impossible to  
3 quantify the precise damage that is caused by each cheater, as that depends in part on the  
4 cheater's effects on the *Destiny 2* community, Bungie expended a minimum of  
5 \$2,000,000 on game security staffing and software during the time that VeteranCheats  
6 software offered the Cheats. Each of these pieces of cheat software functions differently,  
7 and Bungie has been forced to combat each component independently. The more  
8 complex and different the cheat is, the more expensive it is to combat, both in terms of  
9 money and time.

10           37. Mr. Claudiu-Florentin's actions also damaged Bungie by depriving it of  
11 revenue derived from players banned for using the Cheats, and, as described above,  
12 Bungie suffered reputational harm when honest players were deterred from playing  
13 *Destiny 2*. Bungie also was forced to expend significant resources in attorneys' fees and  
14 costs associated with this litigation. As of January 25, 2023, Bungie has incurred a total  
15 of \$217,250.70 in such attorneys' fees and costs.

16           I declare under penalty of perjury under the laws of the State of Washington that  
17 the foregoing is true and correct and that this declaration was executed in Washington on  
18 ~~January~~, 2023.

19 Feb 3

20   
21 JAMES BARKER