

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION



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INDIE GAME STUDIOS, LLC)
a Delaware Limited Liability Company,)
d/b/a Stronghold Games LLC)

Plaintiff,)

v.)

PLAN B GAMES, INC.)
a Canadian corporation, and)

PLAN B GAMES EUROPE GMBH,)
a German company,)

Defendant(s).)

Case No. 1:19-cv-1492

VERIFIED COMPLAINT FOR DAMAGES AND JURY DEMAND

Plaintiff INDIE GAME STUDIOS, LLC, d/b/a Stronghold Games, LLC (“Plaintiff” or “Stronghold”) for its Complaint against Defendants PLAN B GAMES, INC. and PLAN B GAMES EUROPE GMBH (“Plan B Canada” and “Plan B Germany,” respectively; and “Plan B” or “Defendants” collectively) alleges:

I. INTRODUCTION

1. In this action asserted by Stronghold against Defendants, Stronghold seeks monetary relief for Defendants’ acts of trademark infringement and unfair competition under the federal Lanham Act, trademark infringement and unfair competition under Indiana common law, and common law conspiracy.

THE PARTIES

2. Stronghold Games LLC was a limited liability company organized under the laws of Delaware and whose principal place of business is currently Florida. Stronghold Games LLC was purchased by Travis Worthington on August 1, 2018. Stronghold Games LLC was merged

with Indie Game Studios LLC a Delaware Limited Liability Company, the surviving entity, on March 1, 2019. Indie Game Studios continues to use Stronghold Games as a trade name.

3. On information and belief, Defendant Plan B Games, Inc. is a Canadian corporation with a place of business at 19 rue de la Cooperative, Rigaud, QC JOP 1PO, Canada.

4. On information and belief, Defendant Plan B Games Europe GmbH is a German company with a place of business at Sinstorfer Weg 70, 21077 Hamburg, Germany.

JURISDICTION AND VENUE

5. This action involves claims of unfair competition and false designation of origin under the Federal Lanham Act (15 U.S.C. § 1125(a)), trademark infringement under Indiana law (IN Code § 24-2-1-13), common law unfair competition, and common law conspiracy.

6. This Court has jurisdiction over the subject matter of the claims pursuant to 28 U.S.C. § 1338(a), federal question jurisdiction, and 28 U.S.C. § 1332(a) (because the amount in controversy exceeds \$75,000 and this civil action is between citizens of a State and citizens or subjects of a foreign state).

7. This Court has jurisdiction over the Defendants at least because they purposely directed the activities at issue in this case towards this District, as evidenced at least by their presence and activities at the 2018 GenCon convention that occurred in this District and the offending sales that occurred in this District, as described more fully below.

8. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b).

II. FACTUAL BACKGROUND

A. Board game publishing

9. Stronghold is, among other things, in the business of marketing and selling tabletop board games for the US and Canadian markets. Stronghold has been publishing and

marketing games since 2010 and has developed a favorable reputation in the industry by bringing new and innovative board games to the American and Canadian gaming communities.

10. The marketing of board games is inherently risky, as it is difficult to anticipate the commercial success any particular new game may have in these markets. Stronghold expends considerable effort and expense bringing new games to market, and its business model depends on its continued ability to enjoy the financial rewards of its initial effort and expense of bringing those new games to the US and Canadian markets when those games are successful, including by participating in the development and marketing of spinoff titles, variations, and/or expansions of the original board game.

11. Stronghold's business model calls for it to contract with authors and/or foreign rights holders to develop and publish board games in English for the American and Canadian markets.

B. Stronghold's marketing and sales of Great Western Trail in the U.S. and Canada

12. In 2016, Stronghold contracted with a German company known as eggertspiele GmbH & Co. KG, ("eggertspiele") whose principal place of business was Friedhostr. 17, D-21073, Hamburg, Germany, regarding a new and soon-to-be-released board game that had been designed by Alexander Pfister ("Pfister") and was to be marketed under the trademark "Great Western Trail."

13. Per custom and practice, board games such as this new one are designed using symbology or iconography to indicate the actions to take when "workers" are placed on the game board. The language dependence is often limited to the playing cards and rules used in the Game, as was the case here. Stronghold evaluated this new board game and provided its feedback before the English language version of the game cards and rules were finalized and/or

published. The front and back of the relevant board game Stronghold eventually sold throughout the U.S. and Canada (“Stronghold Version”) is shown below.



14. Stronghold obtained the exclusive rights to sell this new board game in the English language in the United States and Canada from the time of the contract, August 3, 2016, through December 31, 2018. This time period was named the “minimum contract duration” and the contract anticipated future successive one-year extensions subject to cancellation by 3 month written notice.

15. One of the obligations eggertspiele agreed to was it “will not during the term grant to any other person, firm or company any rights that would derogate from the grant made” in its contract with Stronghold Games.

16. Per custom and practice in the board gaming industry, Stronghold expected eggertspiele to allow Stronghold to obtain reprints of this new game to sell throughout the United States during the pendency of its rights.

17. Prior to Stronghold selling the Stronghold Version, this new board game had not been previously produced or distributed in the United States or Canada, and on information and belief, there had been no other board game previously marketed in the United States or Canada using the distinctive name “Great Western Trail” or any other name confusingly similar thereto.

18. At the time Stronghold Games introduced this new game to the US market, the Great Western Trail name, including the distinctive lettering thereof, as shown on the front and back of the Stronghold Version above (hereafter “the GWT marks”) was inherently distinctive as a board game trademark. The distinctive commercial impression created by the use of the GWT marks on the Stronghold Version was associated with Stronghold, the board game publisher, as

evidenced by the inclusion of the Stronghold Games “Castle” logo  on the game box.

19. Stronghold promoted and sold the Stronghold Version of this new board game extensively throughout the US using the distinctive GWT marks, and by virtue of this use of the GWT marks, Stronghold became the owner of the common law rights to the GWT marks for use on board games in the US.

20. Stronghold has continuously owned these trademark rights at all relevant times and has not abandoned them.

21. Stronghold also developed considerable positive goodwill for this new game and the GWT marks in a variety of ways.

22. For example, the Stronghold website advertised Great Western Trail and made it available for purchase.

23. Stronghold paid for a significant advertising and marketing campaign.

24. Stronghold has relationships with various industry insiders and thought leaders, and it leveraged these relationships to market Great Western Trail.

25. To market the game, Stronghold sent various podcasters copies of Great Western Trail for their review at Stronghold's sole expense, including by way of example: Dice Tower Media (Tom Vasel), Secret Cabal Gaming Podcast (Jamie Keagy), On Board Games podcast (Donald Dennis), Rolling Dice & Taking Names Podcast (Marty Connell), Drive Thru Reviews (Joel Eddy), Chris Schreiber, and Heavy Cardboard. For example, Great Western Trail was featured on The Secret Cabal podcast, which is sponsored by Stronghold and currently has thousands of YouTube and podcast subscribers.

26. Stronghold's president, Stephen Buonocore, co-hosts a podcast called *Board Games Insider*, which provides industry information; he utilized time on this podcast to advertise and market Great Western Trail.

27. Stronghold also created a group called *The Knights of the Stronghold* – a group of volunteers who learn Stronghold titles and teach them at local game stores. Stronghold supplied *The Knights of the Stronghold* with copies of Great Western Trail to teach from, at Stronghold's sole expense.

28. At its sole expense, Stronghold provided copies of Great Western Trail to game stores throughout the United States and Canada for their store libraries, so customers could look at and play the game to encourage sales of the game.

29. At its sole expense, Stronghold provided copies of Great Western Trail to board gaming groups and conventions throughout the United States and Canada, so convention attendees could play the game, also expecting that the games would be given away in “play-and-wins” or as door prizes.

30. Because rule books cannot anticipate every question that might be asked, board gamers often utilize the industry website www.boardgamegeek.com (“BGG”) to post questions about game mechanics, rules, strategies, and variants; Stronghold personnel answered questions about Great Western Trail on various fora threads on BGG.

31. Stronghold’s castle logo was featured on the box cover, box back, rule book for Great Western Trail, and advertising and marketing for Great Western Trail.

32. Further, Stronghold created a special series of games called *The Great Designers Series*, and these games received special marketing efforts.

33. Great Western Trail was #7 in the Stronghold *Great Designers Series*.

34. Stronghold paid for booth space at board gaming conventions, created and purchased marketing materials for Great Western Trail including banners, and paid for the shipping and handling to make Great Western Trail available for sale at these conventions.

35. Stronghold sponsored certain conventions to provide even more substantial marketing for its games (including Great Western Trail) at these conventions.

C. Stronghold’s requests for reprints of Great Western Trail

36. Game publishers hope for a “smash hit” of a game; The Stronghold Version of this new game, Great Western Trail, was a “smash hit.”

37. Great Western Trail was initially released in the U.S. in November of 2016.

38. By April 2017, Stronghold was requesting another large print run of Great Western Trail from eggertspiele to meet the growing consumer demand for the game; unlike their prior corporate dealings this request to eggertspiele went unanswered.

39. On June 9, 2017, Stronghold made a written request for a 10,000 unit print run for Great Western Trail:

Peter, Phil,

I have asked you many times over the last 2 months to enable me to print GREAT WESTERN TRAIL again, per our contract.

Stronghold Games has much customer demand for this product, which I need to satisfy immediately as well as for the very important holiday season. If I do not print more units of this product very quickly, Stronghold Games will be damaged by the [loss] of revenue, since as you are aware, product demand in this industry reduces over time as customers move onto the next games that are being released.

Therefore, and very specifically, I politely request that you enable me to print GREAT WESTERN TRAIL immediately.

My order is 10,000 units, which you have informed me is the "minimum print run size", so that no other partners need to be involved. Stronghold Games now commits to 10,000 units (*at minimum - we can discuss higher quantities*), and we expect to receive a price which is in line with this very large print run size. For reference, as you know, we received a price of 10.62 EUR/unit on our last much smaller print run of 5000 units.

Please reply back with your commitment to enable me to print Great Western Trail, per the above.

I need your commitment no later than June 16, 2017.

Thanks for your interest and support of Stronghold Games!

Thanks,
Stephen M. Buonocore
Stronghold Games
www.strongholdgames.com

40. On Friday, June 9, Stronghold's Stephen Buonocore was told by Phil El Alaoui at eggertspiele that the assets of eggertspiele had been purchased by Plan B Games, one of the Defendants in this case.

41. On Friday, June 16, Stephen Buonocore and Patrick J. Olmstead, Jr., outside counsel for Stronghold, spoke with Sophie Gravel and Martin Tremblay of Plan B Games.

42. During the phone call, Stronghold repeated its request for a reprint of 10,000 units of Great Western Trail and offered to pay for a larger print run, if that was preferred.

43. On June 23, 2017, eggertspiele sent Stronghold an e-mail providing:

23.06.17

Changes at eggertspiele

Hello Stephen,

eggertspiele has been acquired by Plan B Inc.! We, Peter Eggert and Philipp El Alaoui, as well as Viktor Kobilke and Philippe Schmit will stay on board and eggertspiele will be a brand in the Plan B world. We're a looking forward to working together with the Plan B team.

Of course we will have some changes in our business operations. Until the transition is fully completed Peter and Philipp remain your contact for eggertspiele and we're very happy to meet you in Essen. All meetings in Essen will take place as planned.

Please be assured that productions for which you have order confirmations will be produced in accordance to schedule. Our future projects, this includes our two new Essen releases "Reworld" and "Heaven & Ale", will became brand products of Plan B.

Peter and Philipp will keep you informed about our two new Essen releases as well as the changes in business operations. If you have any questions or are missing information please contact us!

Kind regards

Peter Eggert & Philipp El Alaoui

44. On June 23, 2017, Martin Tremblay spoke with Stronghold's Stephen Buonocore by skype and provided, in relevant part, that Stronghold and Plan B had no contract, and Stronghold needed to contact eggertspiele about a reprint of Great Western Trail.

45. On June 23, 2017, Stephen Buonocore sent this follow-up e-mail to Martin Tremblay:

Dear Martin,

First, I once again congratulate you on your partnership with eggertspiele. Thanks for speaking with me today. On behalf of Plan B Games, you informed me that Plan B Games disclaims any opposition or interest regarding the production and manufacture of games under contract with eggertspiele. Thus, Plan B Games does not oppose in any way eggertspiele producing additional copies of Great Western Trail for Stronghold Games, pursuant to our contractual rights. As you know, we have a contract for the production of Great Western Trail through December 31, 2018. I appreciate your clarification that we may resume our rights under our contract, which we intend to do in earnest. We are confirming with eggertspiele today our request for a print run of at least 10,000 units.

Warmest regards,

Stephen


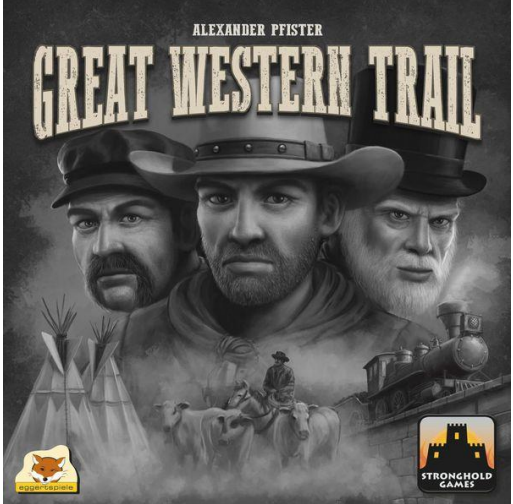

46. For reasons that remain somewhat unclear, and despite its contractual rights that extended through at least December 30, 2018, Stronghold's efforts to secure a reprint of the Stronghold Version of Great Western Trail during 2017 (or at any time prior to December 31, 2018) were unsuccessful. Thus, customers seeking the Stronghold Version had to be told the game was "out of stock," and there became a significant buildup of unmet demand for this increasingly popular Stronghold game.

47. By the end of 2017/beginning of 2018, Great Western Trail had become a top 10 game on BGG. See post from Alexander Pfister on BGG from Jan. 12, 2018 at 7:05 pm ("Thank you! I feel very honored about this game being Top 10. That said I believe one can't say that

game #10 (Great Western Trail) is better than game #11 (Castles of Burgundy) or even #20. It's a nice statistic however!") (<https://www.boardgamegeek.com/article/28232137#28232137>). By February 8, 2018, Great Western Trail would rise to #9 on BGG – the same spot it holds today.

D. Defendants' Infringement of Stronghold's Great Western Trail Marks / unfair competition

48. In or around January of 2018, Defendants released their version of Great Western Trail (hereinafter "Plan B Version"), a copy of which is shown below, and compared to the Stronghold Games version:

Plan B Version		
Stronghold Version		

49. The Plan B Version is virtually identical to the Stronghold Version, and on information and belief, has been marketed and sold throughout the US to those customers that had been seeking the “out of stock” Stronghold Version. This is evident by the near identity of the game boxes, including the fact that the Plan B Version uses the identical GWT marks, including the distinctive lettering used in the Stronghold Version.

50. In both the Stronghold Version and the Plan B Version, “Great Western Trail” is the trademark for the game, and this trademark is used in the same lettering and in the same location on the front and back of the game box.

51. Plan B was well aware of the pent-up demand for the Stronghold Version of this game in 2017, and the introduction of the nearly identical Plan B Version in early 2018 to satisfy the pent-up demand for the Stronghold Version improperly traded on Stronghold’s goodwill and has led to consumer confusion. In fact, the BGG entry of Great Western Trail continues to feature the image of the Stronghold Version.

<https://boardgamegeek.com/boardgame/193738/great-western-trail>.

52. By using nearly identical packaging, including the GWT marks owned at all relevant times by Stronghold, the Plan B Version capitalized on the goodwill established by Stronghold.

53. The Plan B version has been distributed in the United States and Canada in derogation of Stronghold’s preexisting trademark rights.

E. Defendants’ Infringement in the Southern District of Indiana

54. The Plan B Version was distributed by Plan B Games throughout the United States using GTS Distribution.

55. Copies of the Plan B Version were sold in the Southern District of Indiana.

56. For example, one infringing version was sold at Family Time Games, in Indianapolis, Indiana, within the Southern District of Indiana on or about February 20, 2018, as shown by the following copy of the receipt:

Family Time Games
 8796 Michigan Rd
 Indianapolis, IN 46268 United States
 317-429-9817
 317-450-2574

Sales Receipt
 02/20/2018 6:03 pm

Ticket: 220000039329
 Register: Register 1
 Employee: Shane

Item	#	Price
Great Western Trail	1	\$69.99
Subtotal		\$69.99
Tax (\$69.99 @ 7%)		\$4.90
Total Tax		\$4.90
Total		\$74.89

PAYMENTS

Gift Card Charge	\$74.89
Balance	\$0.00

Thank You !



2 200000 393296

57. Indianapolis, Indiana is the host for GenCon, the largest tabletop gaming convention in North America.

58. The infringing Plan B Version was sold at the Plan B Games booth during GenCon 2018, as shown by the photograph reproduced below and a receipt for one such sale e-mailed from Plan B Games, Inc.:

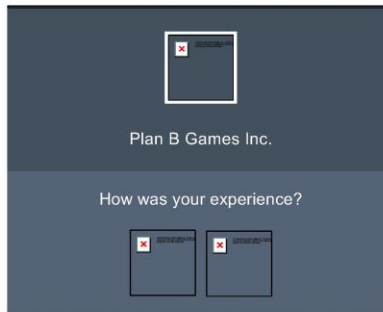


polmstead@patrickolmsteadlaw.com

From: Plan B Games Inc. via Square <receipts@messaging.squareup.com>
Sent: Thursday, August 2, 2018 12:47 PM
To: polmstead@patrickolmsteadlaw.com
Subject: Receipt from Plan B Games Inc.

Now when you shop at sellers who use Square, your receipts will be delivered automatically.

[Not your receipt?](#)



\$70.00

Great Western Trail	\$70.00
Total	\$70.00

Patricia

59. Thus, Defendants have sold infringing copies of Great Western Trail in the Southern District of Indiana, in derogation of Stronghold's trademark rights.

F. Plan B's works are degrading Stronghold's goodwill and reputation in the industry

60. If replacement parts are needed for a game, the consumer will typically contact the publisher.

61. On information and belief, Plan B has produced and sold Great Western Trail games that have missing or defective parts.

62. Consumers who have purchased the Plan B Version with missing or defective parts have been erroneously contacting Stronghold to address their complaints. These erroneously directed requests for replacement parts are both damaging to Stronghold's reputation

and confirmation that consumers continue to associate the Great Western Trail game marketed under the GWT marks, with Stronghold.

63. Thus, the public is actually confused by the identically branded Plan B Version of the Great Western Trail game, whose goodwill is associated with Stronghold Games.

64. Plan B has traded on and has improperly benefited from the goodwill developed solely and exclusively by Stronghold.

65. Meanwhile, Plan B's production problems have damaged the reputation of Stronghold in the marketplace, as shown by customers asking Stronghold to replace damaged or missing components for games that Stronghold did not actually sell.

66. Defendants' use of the GWT marks to market identical goods to identical consumers is likely to cause confusion, deception, and mistake by creating the false and misleading impression that the Plan B Version originates from or is associated or connected with, or has the sponsorship, endorsement or approval of, Stronghold.

COUNT I
FEDERAL UNFAIR COMPETITION AND FALSE DESIGNATION OF ORIGIN
(Lanham Act, 15 U.S.C. 1125(a))

67. Stronghold incorporates by reference and realleges each allegation set forth in paragraphs 1 through 66 as if fully set forth herein.

68. Stronghold was the first to use the GWT marks on a board game in the United States, and through this use developed strong and enforceable trademark rights in the GWT marks for board games, including the name "Great Western Trail" and the stylized font in which it is presented on the front and back of the game box, which it has not abandoned and has owned at all relevant times.

69. Defendants intentionally began using this same GWT mark to market a virtually identical product to virtually identical customers in derogation of the trademark laws of the United States, and continue to do so, causing harm to Stronghold. Defendants have also engaged in unfair trade practices and unfair competition in connection with their use, publication, and sale of the infringing copies of Great Western Trail.

70. Defendants' use of the GWT marks to market identical goods to virtually identical consumers is likely to cause confusion, deception, and mistake by creating the false and misleading impression that the Plan B Version originates from or is associated or connected with, or has the sponsorship, endorsement or approval of, Stronghold.

71. Stronghold has sustained injury to its business' reputation and goodwill, and Defendants have unlawfully derived income and profits from their wrongful acts.

72. Defendants' acts have been committed with the intent to cause deception, confusion or mistake.

COUNT II
INDIANA TRADEMARK INFRINGEMENT
(IN Code § 24-2-1-13 (2017))

73. Stronghold incorporates by reference and realleges each allegation set forth in paragraphs 1 through 72 as if fully set forth herein.

74. Stronghold was the first to use the GWT marks in the United States and in Indiana in connection with a board game, and through this use Stronghold developed strong and enforceable trademark rights in the GWT marks, including the name Great Western Trail and the stylized font in which it is presented on the game box, which it has not abandoned and has continued to own at all relevant times.

75. Defendants intentionally began using this same GWT mark in Indiana to market a virtually identical product in Indiana to virtually identical customers in derogation of the trademark laws of the State of Indiana, and continue to do so, causing harm to Stronghold. Defendants have also engaged in unfair trade practices and unfair competition in connection with their use, publication, and sale of the infringing copies of Great Western Trail in Indiana.

76. Defendants' use of the GWT marks to market identical goods to virtually identical consumers in Indiana is likely to cause confusion, deception, and mistake by creating the false and misleading impression that the Plan B Version originates from or is associated or connected with, or has the sponsorship, endorsement or approval of, Stronghold.

77. Stronghold has sustained injury to its business' reputation and goodwill, and Defendants have unlawfully derived income and profits from their wrongful acts.

78. Defendants' acts have been committed with the intent to cause deception, confusion or mistake.

COUNT III
COMMON LAW UNFAIR COMPETITION

79. Stronghold incorporates by reference and realleges each allegation set forth in paragraphs 1 through 78 as if fully set forth herein.

80. Stronghold has extensively marketed the game Great Western Trail using the GWT marks, which are inherently distinctive, and which have become associated with Stronghold. Defendants had knowledge in 2017 that there was strong demand for the Stronghold Version of the game and that Stronghold was actively seeking to replenish its inventory to meet that demand.

81. Defendants' use of the GWT marks in early 2018 to market identical goods to virtually identical consumers was an unlawful effort to capitalize on that strong demand and/or constitutes an effort to pass off their goods as the goods of another.

82. Defendants' use of the identical GWT marks was likely to cause confusion, deception, and mistake by creating the false and misleading impression that the Plan B Version was the Stronghold Version or that it originated from or was associated or connected with, or had the sponsorship, endorsement or approval of, Stronghold.

83. Defendants have created, promoted and advertised the Plan B Version with the GWT Marks in violation of and with knowledge of Stronghold's rights for the purpose of trading on Stronghold's goodwill and reputation.

84. Stronghold has been damaged by Defendants' unfair competition.

COUNT IV
CONSPIRACY

85. Stronghold incorporates by reference and realleges each allegation set forth in paragraphs 1 through 84 as if fully set forth herein.

86. Stronghold has extensively marketed the game Great Western Trail using the GWT marks, which are inherently distinctive, and which have become associated with Stronghold. Plan B had knowledge in 2017 that there was strong demand for the Stronghold Version of the game and that Stronghold was actively seeking to replenish its inventory to meet that demand.

87. Plan B also had knowledge that Stronghold had a contract with eggertspiele which gave Stronghold exclusive rights for sales in the United States and Canada through the end of 2018 with respect to the Great Western Trail game. Plan B also knew that eggertspiele had

received requests from Stronghold in 2017 with respect to a reprint of the Stronghold Version of the Great Western Trail game.

88. On information and belief, Plan B used this knowledge and/or conspired with others such that they were able to introduce the Plan B Version during a time when the Stronghold Version was out of stock, thereby capturing the pent-up consumer demand for the Stronghold Version of the game by selling the nearly identical Plan B Version.

89. Defendants conspired to create the Plan B Version and to time its introduction to the market to unlawfully pass off the Plan B Version as the Stronghold Version.

90. Defendants' use of the identical GWT marks was likely to cause confusion, deception, and mistake by creating the false and misleading impression that the Plan B Version was the Stronghold Version or that it originated from or was associated or connected with, or had the sponsorship, endorsement or approval of, Stronghold.

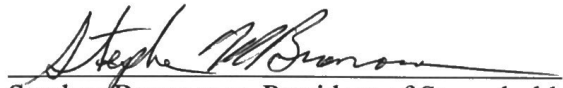
91. Defendants' conspiracy proximately caused damages to Stronghold.

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in its favor and against Defendants as follows:

- A. That Defendants violated 15 USC § 1125(a) and other statutory and common law authority referenced herein, including unfair competition.
- B. That Defendants provide an accounting for all revenue received from infringing upon Plaintiff's trademark-protected materials, including all sales of the Great Western Trail game in the United States and Canada;
- C. That Defendants disgorge all profits and advantages gained from the unfair competition including Defendants' trademark violations;
- D. That Defendants pay for all damages sustained as a result of Defendants infringing upon Plaintiff's trademarks;
- E. Order that Defendants pay exemplary damages due to Defendants' willful misconduct;
- F. Order that Defendants pay the costs of this action and reasonable attorneys' fees;

- A. That Defendants violated 15 USC § 1125(a) and other statutory and common law authority referenced herein, including unfair competition.
- B. That Defendants provide an accounting for all revenue received from infringing upon Plaintiff's trademark-protected materials, including all sales of the Great Western Trail game in the United States and Canada;
- C. That Defendants disgorge all profits and advantages gained from the unfair competition including Defendants' trademark violations;
- D. That Defendants pay for all damages sustained as a result of Defendants infringing upon Plaintiff's trademarks;
- E. Order that Defendants pay exemplary damages due to Defendants' willful misconduct;
- F. Order that Defendants pay the costs of this action and reasonable attorneys' fees;
- G. Grant all other just and proper relief.

I AFFIRM, UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE.


Stephen Buonocore, President of Stronghold Games

JURY DEMAND

Stronghold Games, by counsel, respectfully requests that this cause of action be set for trial by jury.