

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

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WESTPAW FILMS INC., directly and derivatively
on behalf of the D&D Production,

Plaintiff,

Index No.: _____/2014

-against-

SUMMONS

JAMES SPRATTLEY, MICHAEL ANDREW
PASCAL, and FANTASY GAME FILMS LLC,

Defendants,

and

the D&D Production,

Nominal Defendant.

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To the above named defendants:

YOU ARE HEREBY SUMMONED and required to serve upon plaintiffs attorney an answer to the complaint in this action within twenty days after the service of this summons, exclusive of the day of service, or within thirty days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of the venue designated is the principal place of business of the above named plaintiff.

Dated, the twentieth day of June 2014



Peter C. Dee
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COUNTY OF KINGS

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WESTPAW FILMS INC., directly and derivatively
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Plaintiff,

Index No.: _____/2014

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VERIFIED COMPLAINT

JAMES SPRATTLE, MICHAEL ANDREW
PASCAL, and FANTASY GAME FILMS LLC,

Defendants,

and

the D&D Production,

Nominal Defendant.

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Plaintiff, Westpaw Films Inc., by and through its attorneys, Mavronicolas Mueller & Dee
LLP, for its Complaint, respectfully alleges upon information and belief as follows:

THE PARTIES

1. The “D&D Production” is a New York Partnership or Joint Venture formed in
2011 for the purpose of creating and producing a documentary film about the fantasy role-
playing game “Dungeons & Dragons”.

2. The original venture partners consisted of Westpaw Films Inc., James Sprattley,
and Andrew Pascal. Nonparty Iconoscope Films LLC (“Iconoscope”) succeeded to the interests
of Sprattley and Pascal in the D&D Production.

3. Plaintiff Westpaw Films Inc. (“Westpaw”) is now, and at all times material and
relevant to this action was, a New York corporation located in the County of Kings, State of New
York.

4. Upon information and belief, defendant James Sprattley (“Sprattley”), at all times material and relevant to this action, was and is a resident of the State of California, and is a principal in defendant Fantasy Game Films LLC and nonparty Iconoscope.

5. Upon information and belief, defendant Michael Andrew Pascal (“Pascal”), at all times material and relevant to this action, was and is a resident of the State of New York, and is a principal in defendant Fantasy Game Films LLC and nonparty Iconoscope.

6. Upon information and belief, defendant Fantasy Game Films LLC (“FGF”) is a New York Limited Liability Company located in the County of Kings, State of New York.

7. Venue is proper before this court.

JURISDICTION & VENUE

8. The jurisdiction of this Court is invoked under the common law of New York State as the substantial portion of the actions complained of herein occurred within or originated in the State of New York, County of Kings, and defendant Pascal lives, works and regularly transacts business in the State of New York, County of Kings, and defendant Sprattley works and regularly transacts business in the State of New York, County of Kings, and defendant FGF is registered to do business and is in fact doing business in the State of New York, County of Kings. The amount in controversy exceeds \$75,000.

9. The venue is proper as plaintiff and all defendants, at all times relevant herein, are physically present in and/or were conducting and continue to conduct business in the Borough of Brooklyn, City of New York, County of Kings; a substantial portion of the actions alleged herein occurred or originated in the Borough of Kings, City of New York, County of New York; and all the defendants reside in and/or regularly transact business in the State of New York, County of Kings, sufficient to convey personal jurisdiction and proper venue.

FACTUAL BACKGROUND

10. Savini is an experienced director of photography, having served as director of photography on over one hundred productions, including documentaries, feature films, short films, television series, and web series. Savini has self produced various projects under the name Westpaw since 2011.

11. Savini formally established Westpaw in March 2011 as its sole shareholder and remains as its sole shareholder.

12. In or about May or June 2011, Savini and Pascal discussed the idea of creating a documentary film about the fantasy tabletop role-playing game “Dungeons & Dragons”.

13. Savini then researched the concept of a documentary about Dungeons & Dragons and expressed his support for the idea to Pascal. Around that time Pascal brought Sprattley into the fold.

The D&D Production

14. Thereafter during the summer of 2011, Savini, acting on behalf of Westpaw, Pascal and Sprattley researched and developed the concept and ultimately agreed to form a partnership (or joint venture) as co-owners to create and produce a documentary about Dungeons & Dragons for profit, *i.e.* the D&D Production.

15. Westpaw, Pascal and Sprattley verbally agreed to combine their skills, resources, knowledge and time in the joint undertaking to act as executive producers to produce the film under Savini’s Westpaw production company.

16. Westpaw, Pascal and Sprattley agreed to share management responsibility for important decisions for the D&D Production, with disagreements to be resolved by a majority vote.

17. Westpaw, Pascal and Sprattley agreed that Savini, Pascal and Sprattley would each would receive production credits for the D&D Production, Savini would direct the film, and Westpaw would contribute use of camera and production related equipment.

18. Westpaw, Pascal and Sprattley agreed that Westpaw would own fifty percent (50%) of the D&D Production, with Pascal and Sprattley each receiving twenty percent (25%) ownership, with profits and losses to be shared accordingly.

19. Westpaw, Pascal and Sprattley agreed in the spring of 2012 to raise funds to complete the D&D Production through a crowdfunding campaign on Kickstarter, an online funding platform.

20. Westpaw, Pascal and Sprattley agreed to reimburse their initial contributions towards the D&D Production from said funds.

21. Westpaw initially contributed approximately \$6,074.43 towards D&D Production initial production costs during 2011 and 2012.

22. Upon information and belief, Pascal initially contributed approximately \$3,389.44 towards D&D Production initial production costs during 2011 and 2012.

23. Upon information and belief, Sprattley initially contributed approximately \$6,875.93 towards D&D Production initial production costs during 2011 and 2012.

24. Upon information and belief, on or about February 23, 2012, Pascal and Sprattley formed Iconoscope Films LLC (“Iconoscope”) and transferred their interest in the D&D Production to Iconoscope while remaining as managers entitled to a one-third vote.

25. On July 8, 2012, Westpaw and Iconoscope, as Copyright Claimants, filed a Preregistration with the United States Copyright Office for the D&D Production as a Motion Picture using the title “Dungeons & Dragons: A Documentary” and receiving Preregistration

Number PRE000005643. The Preregistration states that the Authors on the Application are Pascal, Savini and Sprattley, and describes the work as:

An analytical look at Dungeons & Dragons, a role-playing game created by Gary Gygax and Dave Arneson (TSR), its history, effects and appeal. Subjects will include (but not limited to): - Early history of Gary Gygax, Dave Arneson, et al - Creation of TSR - Legal battles between Gary and Dave - Legal battles between Gary and TSR - The influence of the role-playing and D&D on modern gaming and culture. - Interviews with celebrities, historians and cultural experts on their experience of D&D.

26. On about August 17, 2012, Westpaw and Iconoscope launched a campaign on the crowd-funding website Kickstarter.com to raise funds to produce the D&D Production.

27. As the Kickstarter fundraising campaign generated funds as well as significant public interest for the D&D Production, disagreements arose over the control of expenditures and creative direction.

28. Pascal and Sprattley increasingly made unilateral production related decisions and asserted of control over finances to the exclusion of Westpaw.

29. In or about July of 2012, Pascal, Sprattley and/or Iconoscope drafted or caused to be drafted a proposed partnership or joint venture agreement that effectively attempted to cut Savini out of his business role with the D&D Production.

30. Westpaw disagreed with these proposed modifications to the initially agreed upon terms governing the rights and responsibilities of Westpaw, Pascal and Sprattley in the D&D Production and refused to sign it.

31. By September 17, 2012, the D&D Production had successfully raised \$195,480 via Kickstarter (the "Kickstarter Funds").

32. Westpaw, Pascal and Sprattley reimbursed their respective initial contributions to the D&D Production from the Kickstarter funds and continued to generate an important network

of contacts, ideas, plans, materials, opportunities, goodwill and reputation for the D&D Production by researching and pursuing leads, making and developing contacts, setting up and conducting interviews, researching and obtaining archival material, attending various events, and social media promotion.

33. Most of the D&D Production communications with third parties was conducted through email, particularly through the email account “dungeonsdoc@gmail.com” which was controlled by Pascal.

34. During 2012 and early 2013, Westpaw’s relationship with Pascal, Sprattley and Iconoscope became increasingly strained due to differences in personalities and opinions regarding production, creative direction, and financial outlays, as well as due to Pascal and/or Sprattley making important decisions regarding the D&D Production without conferring with and/or informing Westpaw or Savini.

35. With Westpaw being increasingly cut out of production and financial aspects of the D&D Production, the relationship between Savini and Pascal and Sprattley, and therefore Westpaw and Iconoscope, had deteriorated and by May 2013, the parties agreed to non-binding mediation to attempt to resolve their disputes.

36. Mediation was unsuccessful, and Westpaw and Iconoscope, through attorneys, continued to negotiate a resolution through 2013 that would allow for the completion of the documentary film and fulfillment of the various Kickstarter “rewards” promised to funders of the D&D Production.

37. An agreement was reached as memorialized in a document dated December 5, 2013, attached hereto as **Exhibit A** (the “Settlement Agreement”), wherein Westpaw and

Iconoscope expressly represented that “the Parties are interested and able to resolve their Dispute and have negotiated in good faith for that purpose”.

38. The Settlement Agreement delineated rights and responsibilities of Westpaw and Iconoscope with respect to completion of Dungeons & Dragons documentary, the disposition of the D&D Production funds, and fulfillment of rewards to Kickstarter donors, and provided, in part, as follows:

- a. “Iconoscope acknowledges and agrees that, for the express benefit of Westpaw . . . Iconoscope quitclaims its interest in the video or audio footage related to the [D&D] Project created prior to the date hereof . . .” (Settlement Agreement, §1);
- b. “Westpaw shall complete the [D&D] Project in good faith, and shall have full creative and business control thereof. Westpaw Films Inc. and Iconoscope Films LLC will each own 50% of the equity in the Project . . .” (*id.*, §2, page 2);
- c. “Westpaw shall use reasonable efforts to complete the Project and take all actions to maximize revenues. . . .” (*id.*, §2, page 4);
- d. “Iconoscope will use good faith efforts to deliver the remaining available goodwill and benefit associated with all expenditures to date of Kickstarter Funds to Westpaw. . . .” (*id.*, §3);
- e. “Andrew Pascal and James Sprattley will receive shared Executive Producer credits on-screen in main titles of the completed Project on all copies of the Project and in all places Anthony Savini receives credit . . .” (*id.*, §4).

- f. “Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the IFTA in accordance with its then existing Arbitration Rules . . .” (*id.*, §13).

The Competing Project and Damage to the D&D Production

39. Within days after executing the Settlement Agreement, Savini learned that Iconoscope did not negotiate the Settlement Agreement in good faith as expressly represented, but rather, since at least August 2013 (while Westpaw was engaged in good faith negotiations) had been usurping D&D Production opportunities through the actions of Pascal and Sprattley, who were secretly competing with the D&D Production by planning and undertaking to produce a different Dungeons & Dragons documentary referred to as “The Great Kingdom” (the “Competing Project”).

40. Upon information and belief, Pascal and Sprattley formed defendant FGF as the production company for the Competing Project on or about October 4, 2013.

41. On January 29, 2014, Pascal and Sprattley, as Copyright Claimants, filed a Preregistration with the United States Copyright Office for the Competing Project as a Motion Picture using the title “The Great Kingdom” and receiving Preregistration Number PRE000006859. The Preregistration states that the Authors on the Application are Pascal and Sprattley, the creation of the work began on approximately August 15, 2013, and describes the work as follows:

The Great Kingdom is the story of families, blood and personal bond, affected by the success of the game, a game that brought joy to millions but heartbreak to its creators. In 1969, Gary Gygax, a family man and game designer with an entrepreneurial mind meets Dave Arneson, another brilliant game designer from Minneapolis/St. Paul. Their collaboration over the next few years would change the gaming world and themselves. This is the story

of the people behind the creation of the epic role-playing game, Dungeons & Dragons. The history of how Dungeons & Dragons was created has been told in many forms. The Great Kingdom will look to explore the personalities behind the game and the families and gaming groups they engendered. From humble beginnings, in the heart of America, a brand new game was created. A game that would have far-reaching effects and would lay down the foundation for the for modern-day RPG video games. What happens to these individuals as they whether through the success, the betrayals, the excess, the downfalls and eventual redemptions all happens within The Great Kingdom.

42. Pascal, Sprattley, and FGF, in order to benefit the Competing Project, exploited or attempted to exploit the network of contacts, trade secrets, concepts, goodwill, reputation and/or other proprietary information belonging to the D&D Production (the “Proprietary Assets”), including conducting interviews with a number people who had already been interviewed for the D&D Production.

43. Savini and Pascal met an authoritative Dungeons & Dragons historian and author at an event in Brooklyn in the summer of 2011, and for the benefit of the D&D Production developed its relationship with him through the Kickstarter campaign, which promised funders of over a certain amount a signed copy of his book.¹ The relationship and/or the potential opportunities for the D&D Production arising from this contact constitute Proprietary Assets, yet Defendants arranged the filming of an interview with said person in or about August of 2013 for the Competing Project, during which it was explained to him to that there were going to be two separate documentary films about Dungeons & Dragons.

44. A relationship with another Dungeons and Dragons historian and expert was fostered by the D&D Production prior to the Settlement Agreement and during the course of and

¹ Plaintiff in an attempt to prevent further damage to D&D Production relationships does not refer directly to names of certain individuals and has redacted identifying information from exhibits introduced herein below.

for the benefit of, the D&D Production. The relationship and/or the potential opportunities for the D&D Production arising from this contact constitute Proprietary Assets, yet Defendants set up an interview of him under the guise of the D&D Production, which took place in or about October 2013 for the benefit of the Competing Project and to the detriment of the D&D Production. In an internet forum posting dated January 29, 2014, attached as **Exhibit B**, this contact references his part in the Competing Project and attempts to address confusion from another commenter over the two films.

45. Another important contact was interviewed for the D&D Production prior to December 2013 and this relationship and/or the potential opportunities for the D&D Production arising therefrom constitute Proprietary Assets, yet Defendants, on their own or through others at their direction, interviewed him again in order to benefit the Competing Project. A comment left a Kickstarter donor to the D&D Production who purports to have set up this initial contact for the D&D Production is attached as **Exhibit C**.

46. Despite due demand and in contravention to the Settlement Agreement, non-party Iconoscope, as controlled by Pascal and Sprattley and for the benefit of the Competing Project, refused to relinquish one or more releases signed by a crucial interviewee for the D&D Production and associated with film footage in possession of Westpaw for the D&D Production. Upon information and belief, Defendants have sought to exploit this Proprietary Asset for the benefit of the Competing Project.

47. The Competing Project has created great confusion and raised many questions from the public and Kickstarter donors alike, both before and after the execution of the Settlement Agreement.

48. A number of other important contacts have expressed confusion upon being contacted by Westpaw in connection with the D&D Production and learning of the existence of the two competing film productions and have refused to speak or deal with Westpaw as a result, to the detriment of the D&D Production.

49. Upon information and belief, Defendants have attempted to assuage the confusion expressed by Kickstarter donors to the D&D Production over the existence of the Competing Project by indicating that they will distribute the Competing Project final film to the D&D Production Kickstarter donors for free.

50. On January 25, 2014 Savini received an email from a crucial D&D Production related contact, attached as **Exhibit D** expressing confusion as follows: “So Andrew [Pascal] just sent me the link to the trailer for The Great Kingdom. Is this a separate project from the one funded by the Kickstarter? What's going on?”

51. On January 27, 2014, Savini received an email from another crucial D&D Production related contact, attached as **Exhibit E**, expressed confusion as follows:

I have a very random, possibly stupid question. Andrew Pascal sent us a trailer today for *The Great Kingdom*. It's got it's own Facebook page which is different from “The D&D Documentary” (For lack of a better title) and a slightly different vibe from the trailer you showed us earlier. Okay, so here's my stupid question. Is this the same project as the one you're working on? I didn't see you in the picture of the guys in Lake Geneva nor was your name on the email. So I'm curious now. Are you guys working on different films now?

52. Another crucial D&D Production related contact, Rob Kuntz (“Kuntz”), who had agreed to an interview in the Spring of 2013 for the D&D Production, stated in a posting on his blog, dated Nov 30, 2013, and attached as **Exhibit F**:

The Dungeons & Dragons: A Documentary crew will be making an appearance at my abode for a follow-up to the three initial interviews that were conducted at Garycon V and in Los Angeles. I may be

traveling with them to my home town of Lake Geneva where they will interview Ernie Gygax, and perhaps, then, to reunite with my dear friend, Mary Gygax, in northern Wisconsin as she is again interviewed by them. The interview(s) should occur in mid January and I will, as always, send news your way when I have all of it in hand.

53. Though this blog post by Kuntz clearly referenced the D&D Production's crew and is evidence that Kuntz under the impression that referenced visit would be for the benefit of the D&D Production, the Defendants apparently used this interview for the Competing Project, as evidenced by an update on the Competing Project's "The Great Kingdom" Facebook page on December 7, 2013, attached as **Exhibit G**, which provided a link to the Kuntz blog post and stated: "Here's Rob Kuntz's latest entry, with a nice mention of the crew coming to visit".

54. Another email from a D&D Production related contact dated January 22, 2014, in response to a request for interview by Westpaw states that "I am rather confused ... I have received requests from you and Andrew Pascal with different info ... Please clarify ..."

55. A Kickstarter funder and a producer on the D&D Production, stated on January 10, 2014 in an email to Savini: "... I'm not sure what to do. I know there's now 2 different D&D docs.... and I think it's best for me to just take a step back as to not hurt or offend either side. Does that make sense? I'm sorry. I just feel kinda feel caught in the middle." This person is currently held out by Defendants as an executive producer of the Competing Project.

56. This same Kickstarter funder and D&D Production producer was initially informed by Pascal via Kickstarter: "If you need to get in touch with us, our direct email is DungeonsDoc@gmail.com".

57. As the "direct email" for the D&D Production, the dungeonsdoc@gmail.com email account and the data and information therein were Proprietary Assets and crucial to the D&D Production and integral to Westpaw's creative control under the Settlement Agreement.

58. The dungeonsdoc@gmail.com email account was connected to the YouTube channel set up by the D&D Production and is part of the social media of the D&D Production.

59. That email account also displayed the logo created and used by the D&D Production on social media website Google+ and within Google's "Gmail" email service.

60. Two other email accounts were created by and for the benefit D&D Production: andrew@dndadoc.com, James@dndadoc.com.

61. On June 28, 2011, Savini and Pascal exchanged emails with copy to Sprattley. Pascal asked "hey guys - i need your info as you would like it seen on the business cards that we are going to have printed up. or, if we all decide, do we just put the westpaw films address down? To which Savini replied: "Fine with me . . . I will also look into email accounts if you guys want them." Pascal replied with copy to Sprattley stating: "i actually set up a gmail account: dungeonsdoc@gmail.com we can either use that or set up something using the westpaw site..."

62. Westpaw, Pascal and Sprattley agreed to use the dungeonsdoc@gmail.com as the main email for the D&D Production.

63. This email was always to be used in connection with the project, such as on June 14, 2013, in response to a Kickstarter funder who wrote to the D&D Production via Kickstarter.com asking: "is it too late to bump up my pledge via PayPal again (already did it once for the books back in September) to include the shirt?" Pascal replied in part: "as for increasing your pledge, that should be no problem. it would cost another \$25.00. . . . "you can email us directly with your choice at our dungeonsdoc@gmail.com account. i can then send a request for payment (using the email you provide us) for the total amount."

64. On June 18, 2013 another Kickstarter funder wrote asked via Kickstarter.com: “Hey there! Just curious ... is it too late to upgrade to the Blue-ray option?” Pascal replied on June 19, 2013: Hi Corey - Of course not. I can send you an invoice through paypal for the extra \$25. Just send me the email address you want to use to DungeonsDoc@gmail.com.”

65. Through wrongful actions of Pascal and/or Sprattley, Iconoscope failed to account for additional D&D Production funds collected through PayPal using the email address DungeonsDoc@gmail.com, and diverted such funds for their personal benefit to the detriment of the D&D Production.

66. Through wrongful actions of Pascal and/or Sprattley, Iconoscope failed to turn over the D&D Production emails, preventing Westpaw’s creative control over the D&D Production.

67. As a result, Westpaw has been unable to access and execute critical communication to further the D&D Production.

68. Upon information and belief, the D&D Production email accounts were used by Defendants for the benefit of the Competing Project in bad faith before and after the execution of the Settlement Agreement.

69. Upon information and belief, Defendants used their control over Iconoscope to delay in sending out rewards are required by the Settlement Agreement, causing confusion and damage to the reputation of Westpaw and the D&D Production, and instead dedicated time diverting Proprietary Assets to the Competing Project for their own benefit.

70. In short, the Proprietary Assets, credibility, reputation and production support created by and for the D&D Production were and are being utilized to benefit the Competing Film at the direction of defendants and to the detriment of Westpaw and the D&D Production.

71. Defendants have refused to agree to arbitrate Plaintiff's claims against them together with Plaintiff's claims against Iconoscope in any arbitration with Iconoscope under the Settlement Agreement.

FIRST CAUSE OF ACTION
Directly and Derivatively for Breach of Fiduciary Duty
Against Defendants Pascal and Sprattley

72. Plaintiff repeats and alleges each and every allegation contained in each preceding paragraph of this Complaint as though fully set forth herein.

73. Defendants Pascal and Sprattley, as co-managers of the D&D Production, owe fiduciary duties to Plaintiff and to the D&D Production, including duties of care and loyalty.

74. Defendants' Pascal and Sprattley breached their fiduciary duties to Plaintiff and the D&D Production by self-dealing, wasting, and mismanaging assets, in particular the Proprietary Assets, usurping corporate opportunities, competing with the D&D Production, and receiving improper personal benefits.

75. Defendant's breaches of fiduciary duties proximately caused injury and damages to Plaintiff directly and the D&D Production in an amount as shall be determined after trial.

76. In view of the self interested acts, practices and courses of conduct on the part of the Defendants as alleged herein, which were so egregious on their face that they could not have been products of sound business judgment, a demand upon the D&D Production or its partners or joint venturers to take action against the individual Defendants would be futile.

SECOND CAUSE OF ACTION
Direct and Derivative Claim for Aiding and Abetting
Breach of Fiduciary Duty against All Defendants

77. Plaintiff repeats and alleges each and every allegation contained in each preceding paragraph of this Complaint as though fully set forth herein.

78. Non-party Iconoscope, as partner or joint venturer of the D&D Production, owes fiduciary duties to Plaintiff and to the D&D Production, including duties of care and loyalty.

79. Iconoscope breached its fiduciary duties to Plaintiff and to the D&D Production.

80. Defendants aided and abetted Iconoscope's breach of fiduciary duties to Plaintiff and the D&D Production by knowingly rendering substantial assistance in orchestrating the self-dealing, waste, and mismanagement of assets, in particular the Proprietary Assets, usurping of corporate opportunities, competition with the D&D Production, and receipt of improper personal benefits.

81. Defendant's breaches of fiduciary duties damaged Plaintiff directly and the D&D Production in an amount to be determined after trial.

82. In view of the self interested acts, practices and courses of conduct on the part of the Defendants as alleged herein, which were so egregious on their face that they could not have been products of sound business judgment, a demand upon the D&D Production or its partners or joint venturers to take action against the individual Defendants would be futile.

THIRD CAUSE OF ACTION
**Accounting and Fraudulent Conveyance under the Common Law
and Business Corporation Law §720 Against All Defendants**

83. Plaintiff repeats and alleges each and every allegation contained in each preceding paragraph of this Complaint as though fully set forth herein.

84. Plaintiff demands an accounting from Defendants Pascal and Sprattley, as managers of the D&D Production for their violation of fiduciary duties and waste, mismanagement and/or misappropriation of D&D production assets, in particular Proprietary Assets, and due to their neglect, failure to perform, fraudulent conveyances, and other violations of their duties, and to set aside any and all unlawful conveyance, assignment, or transfer of

corporate assets and to enjoin any further unlawful conveyance, assignment, or transfer of D&D Production assets.

85. Plaintiff also demands an accounting from all Defendants as the actual recipients and/or transferees of misappropriated D&D Production assets, for which Defendants provided no value, including Proprietary Assets, while knowingly engaging in an enterprise to cause Iconoscope to breach its fiduciary duties to Plaintiff and the D&D Production.

86. Plaintiff is entitled to a return of misappropriated assets, and/or the benefits derived by Defendants therefrom, for the account of the D&D Production.

87. Plaintiff is entitled to receive damages from Defendants for the account of the D&D Production in an amount to be determined by trial.

88. In view of the self interested acts, practices and courses of conduct on the part of the Defendants as alleged herein, which were so egregious on their face that they could not have been products of sound business judgment, a demand upon the D&D Production or its partners or joint venturers to take action against the individual Defendants would be futile.

FOURTH CAUSE OF ACTION
Derivatively for Conversion

89. Plaintiff repeats and alleges each and every allegation contained in each preceding paragraph of this Complaint as though fully set forth herein.

90. The D&D Production and Plaintiff had ownership, possession or control over the Proprietary Assets before their conversion by Defendants.

91. Defendants exercised an unauthorized dominion over the Proprietary Assets and altered their condition to the detriment and exclusion of the rights of the D&D Production and Plaintiff, and otherwise acted in a manner incompatible with said rights.

92. Defendant's conversion of the Proprietary Assets damaged the D&D Production and Plaintiff in an amount to be determined after trial.

93. Defendants' conversion of the Proprietary Assets was accomplished by malice or reckless or willful disregard of the Plaintiff's right and therefore entitles Plaintiff to an award of punitive damages.

94. In view of the self interested acts, practices and courses of conduct on the part of the Defendants as alleged herein, which were so egregious on their face that they could not have been products of sound business judgment, a demand upon the D&D Production or its partners or joint venturers to take action against the individual Defendants would be futile.

FIFTH CAUSE OF ACTION
Directly for Fraudulent Inducement

95. Plaintiff repeats and alleges each and every allegation contained in each preceding paragraph of this Complaint as though fully set forth herein.

96. Plaintiff would never have spent time and resources negotiating, and ultimately would never have agreed to, the Settlement Agreement, in particular to the release of claims provision, had it known of Iconoscope's bad faith negotiation of the Settlement Agreement in obscuring Defendants' diversion of Proprietary Assets to benefit the Competing Project and failing to disclose these material facts to Plaintiff.

97. Iconoscope intentionally failed to disclose the diversion of Proprietary Assets to the Competing Project during the negotiations, and it then expressly and intentionally misrepresented in the Settlement Agreement that it negotiated the Settlement Agreement in good faith.

98. Defendants' acted in concert with Iconoscope and/or as alter egos of Iconoscope and/or as the fraudulent conveyees of D&D Production assets, including Proprietary Assets, to

procure Plaintiff's willingness to negotiate the Settlement Agreement over the course of over seven months while surreptitiously diverting the D&D Production assets, including Proprietary Assets, and to procure Plaintiff's ultimate assent to the Settlement Agreement through the material misrepresentations and omissions.

99. Plaintiff reasonably relied on these material misrepresentations and omissions in agreeing to negotiate and ultimately assenting to the Settlement Agreement and which were within Defendants' knowledge and intent to defraud Plaintiff by diverting D&D Production Proprietary Assets for their own benefit in the Competing Project and to the detriment of Plaintiff while intentionally causing Iconoscope to misrepresent the good faith of its participation in the Settlement Agreement.

100. Defendants fraudulently induced and/or participated in a conspiracy to fraudulent induced Plaintiff to negotiate and enter into the Settlement Agreement, damaging Plaintiff in an amount to be determined at trial.

101. Plaintiff deems the Settlement Agreement rescinded.

102. Defendants' fraudulent inducement or conspiracy to fraudulent induce or knowing receipt of fraudulently conveyed property in connection with Iconoscope's fraudulent inducement damaged Plaintiff directly and the D&D Production in an amount to be determined after trial and entitles Plaintiff to enjoin further production of the Competing Project and to an accounting of all of the tangible and intangible assets of the Competing Project.

103. Plaintiff is entitled to a return of misappropriated assets, and/or the benefits derived by Defendants therefrom, for the account of the D&D Production.

104. Defendants' misrepresentations and omissions were willful, wanton and malicious, particularly in light of Defendants role with the D&D Production, and therefore entitles Plaintiff to an award of punitive damages.

SIXTH CAUSE OF ACTION
Directly and Derivatively for Unfair Competition

105. Plaintiff repeats and alleges each and every allegation contained in each preceding paragraph of this Complaint as though fully set forth herein.

106. The Proprietary Assets include trade secrets to be used in producing the Dungeons and Dragons: A Documentary film and which gives it an opportunity to obtain an advantage over competitors who do not know or use it.

107. Defendants in bad faith misappropriated the commercial advantage belonging to Plaintiff Westpaw and the D&D Production by exploitation of Proprietary Assets belonging to the D&D Production including through Plaintiff's labor, skill, and expenditures.

108. Plaintiff has and will continue to suffer irreparable harm as a consequence of Defendants' wrongful use of the Proprietary Assets and production of the Competing Project, which cannot be remedied merely by the payment of money damages.

109. Unless enjoined from continued misappropriation and unfair competition, Defendants will continue to harm the D&D Production.

110. In absence of a permanent injunction against Defendants, Plaintiffs will be without remedy.

111. Defendant's unfair competition damaged Plaintiff directly and the D&D Production entitles Plaintiff to permanently enjoin further production of the Competing Project and to an accounting of all of the tangible and intangible assets of the Competing Project.

112. In view of the self interested acts, practices and courses of conduct on the part of the Defendants as alleged herein, which were so egregious on their face that they could not have been products of sound business judgment, a demand upon the D&D Production or its partners or joint venturers to take action against the individual Defendants would be futile.

SEVENTH CAUSE OF ACTION
Directly and Derivatively for Unjust Enrichment

113. Plaintiff repeats and alleges each and every allegation contained in each preceding paragraph of this Complaint as though fully set forth herein.

114. Defendants were enriched at that Plaintiff's expense.

115. Equity and good conscience require Defendants to make restitution to Plaintiff to the full extent Defendants have been unjustly enriched by their wrongful conduct.

116. Defendant's unfair competition damaged Plaintiff directly and the D&D Production in an amount to be determined after trial.

117. In view of the self interested acts, practices and courses of conduct on the part of the Defendants as alleged herein, which were so egregious on their face that they could not have been products of sound business judgment, a demand upon the D&D Production or its partners or joint venturers to take action against the individual Defendants would be futile.

EIGHTH CAUSE OF ACTION
Derivatively for a Constructive Trust

118. Plaintiff repeats and alleges each and every allegation contained in each preceding paragraph of this Complaint as though fully set forth herein.

119. Plaintiff on behalf of the D&D Production is entitled to a constructive trust over all of the Competing Project to prevent Defendants to be unjustly enriched by their wrongdoing, including breaches of fiduciary duties and procurement of breaches of fiduciary duties.

120. In view of the self interested acts, practices and courses of conduct on the part of the Defendants as alleged herein, which were so egregious on their face that they could not have been products of sound business judgment, a demand upon the D&D Production or its partners or joint venturers to take action against the individual Defendants would be futile.

NINTH CAUSE OF ACTION
Declaration of Alter Ego

121. Plaintiff repeats and allege each and every allegation contained in each preceding paragraph of this Complaint as though fully set forth herein.

122. Pascal and Sprattley exercised complete domination of Iconoscope and FGF in order to commit a fraud or wrong against Westpaw, which resulted in Westpaw's injury.

123. Upon information and belief, at all relevant times herein, Pascal and Sprattley, by their complete exercise of dominion and control of FGF and Iconoscope are their alter egos.

124. Upon information and belief Pascal and Sprattley, Iconoscope and FGF maintained a high interdependency of operations; had commonality between management, directors and officers; had consolidation of financial, strategic, legal and human resources operations, shared property, shared common office space, addresses and telephones.

125. As alleged above, at all relevant times herein Pascal and Sprattley, by their complete exercise and domination and control over said entities, were and are the alter egos of FGF and Iconoscope.

126. Plaintiff is entitled to a declaration that FGF and Iconoscope are alter egos of Pascal and Sprattley who should be held jointly responsible and liable for their wrongful actions.

WHEREFORE, Plaintiff requests judgment in its favor and against the Defendants as follows:

Gregori Mavronicolas
415 Madison Ave, 18th Floor
New York, New York 10017
(646) 770-1256

VERIFICATION

PETER DEE, an attorney duly admitted to practice law in the State of New York, hereby affirms the following facts to be true under the penalty of perjury: I am the attorney for Plaintiff in this action and the foregoing Complaint is true to my own knowledge, except as to matters therein stated on information and belief and as to those matters I believe it to be true; the ground for this belief as to all matters not stated upon knowledge are correspondence and other writings furnished to me by Plaintiff and interviews with Plaintiff; and the reason why the verification is not made by Plaintiff is that Plaintiff is not in the county where I have my office.



Peter C. Dee