

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.: 505665/2014

-against-

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

**AFFIDAVIT IN SUPPORT OF
ORDER TO SHOW CAUSE**

Defendants,

and

the D&D Production,

Nominal Defendant.

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STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

Anthony Savini, being duly sworn, deposes and says:

1. I am an officer, director and sole shareholder of the Plaintiff Westpaw Films Inc. (“Westpaw”) and I am fully familiar with, and have personal knowledge of, the facts relating to this action and set forth herein.

2. Westpaw and Defendants James Sprattley, and Andrew Pascal formed a partnership or joint venture referred to herein as the “D&D Production” in 2011 for the purpose of creating and producing a documentary film about the fantasy role-playing game “Dungeons & Dragons”.

3. I submit this affidavit in support of this instant application seeking a preliminary injunction and temporary restraining order which enjoins and restrains the Defendants James

Sprattley, Michael Andrew Pascal, and Fantasy Game Films LLC, including their employees, agents, servants, attorneys, representatives and other persons acting on their behalf or in concert with them in any manner or by any means, from the commission or continuance of any action in furtherance of the creation, production, manufacture, marketing, distributing, releasing, soliciting funds, advertising, and offering to sell of or for any documentary film about the fantasy role-playing game “Dungeons & Dragons,” including from the unauthorized use, disclosure, and exploitation of the network of contacts, trade secrets, concepts, goodwill, reputation and/or other proprietary information belonging to the D&D Production or derived therefrom, from continuing to withhold D&D Production personal appearance releases and communications with third parties, including to and from the email account dungeonsdoc@gmail.com, along with such other and further relief as this Court deems just and proper.

4. By the Verified Complaint annexed to the Affirmation of Peter Dee submitted herewith and incorporated herein, Plaintiff has demanded and is entitled to a judgment restraining the Defendants James Sprattley (Sprattley), Michael Andrew Pascal (Pascal), and Fantasy Game Films LLC from the commission or continuance of the actions requested to be enjoined herein, which, if committed or continued during the pendency of the action, would produce injury to the Plaintiff.

5. As set forth in the Verified Complaint, during the summer of 2011, Westpaw, Pascal and Sprattley researched and developed a concept and ultimately agreed to form a partnership (or joint venture) as co-owners and co-managers to create and produce a documentary about Dungeons & Dragons for profit, *i.e.* the D&D Production.

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

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

8. 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.

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

10. Westpaw, Pascal and Sprattley 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.

11. 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.

12. 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 myself.

13. With Westpaw being increasingly cut out of production and financial aspects of the D&D Production, the relationship between Myself 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.

14. 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.

15. An agreement was reached as memorialized in a document dated December 5, 2013, attached as Exhibit A to the Verified Complaint (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”.

16. 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. “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 . . .”;
- b. “Westpaw shall use reasonable efforts to complete the Project and take all actions to maximize revenues. . . .”;

- c. “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. . . .”;

17. Within days after executing the Settlement Agreement, I learned that Iconoscope did not negotiate the Settlement Agreement in good faith as expressly represented. Rather, since at least August 2013, months before the execution of the Settlement Agreement and while Westpaw was engaged in good faith negotiations, Iconoscope’s principals Pascal and Sprattley 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”).

18. Upon information and belief, Pascal and Sprattley formed Defendant Fantasy Game Films LLC as the production company for the Competing Project on or about October 4, 2013.

19. 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.

20. As set forth in the Verified Complaint at paragraphs 43-46, 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.


21. As set forth in the Verified Complaint at paragraphs 48-55, 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.

22. Westpaw continues to be impeded with its ability to conduct the business of the D&D Project due to the actions of the Defendants herein. In particular, individuals who were intended to be subjects of, and individual and entities who were intended to assist in the completion of, the D&D Production documentary, have refused or shown an unwillingness to work with Westpaw in connection with the D&D Production due to the Competing Project. This has caused continuing delays to the completion the D&D Production documentary and has injured and continues to injure the reputation of Westpaw and the D&D Project.

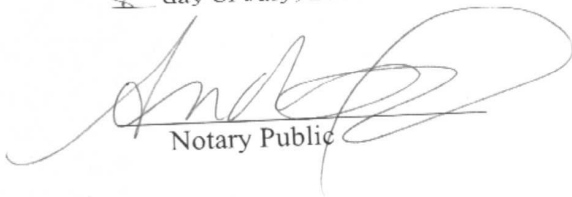
23. Westpaw is impeded in obtaining additional funding to complete the D&D Production due to the ongoing efforts of Defendants in connection with the Competing Project, also resulting in delays and injury to the reputation of Westpaw and the D&D Production.

24. 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. Every day that goes by that Defendants continue to do so causes further damage to the reputation of Westpaw and to the D&D Production and causes further irreparable injury the D&D Production by diverting public support and interest to the Competing Project which would otherwise belong to the D&D Production.

25. In light of the above, immediate and irreparable injury, loss or damages will result to Plaintiff and the D&D Production unless the Defendants James Sprattley, Michael Andrew Pascal, and Fantasy Game Films LLC are restrained before a hearing can be had from the commission or continuance of any action in furtherance of the creation, production, manufacture, marketing, distributing, releasing, solicitation of funds, advertising, and offering to sell of any documentary film about the fantasy role-playing game "Dungeons & Dragons," including from the unauthorized use, disclosure, and exploitation of the network of contacts, trade secrets, concepts, goodwill, reputation and/or other proprietary information belonging to the D&D Production or derived therefrom, and from continuing to withhold D&D Production personal appearance releases and communications with third parties, including to and from the email account dungeonsdoc@gmail.com.


Anthony Savini
Officer, Director, and Shareholder of
Westpaw Films Inc.

Sworn to before me this
8 day of July, 2014


Notary Public

ANDREA TINDAL
Notary Public, State of New York
No. 01TI6296253
Qualified in Kings County
Commission Expires Jan. 27, 2018