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Great American Duck Races, Inc.

UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF ARIZONA

Great American Duck Races, Inc., an
Arizona corporation,

Plaintiff,

vs.

Intellectual Solutions, Inc., a Delaware
corporation; ASAP Sales, LLC, a
Delaware limited liability company;
Claypool Resources, LLC, a Delaware
limited liability company; Mervin Dayan
and Vivian Dayan, husband and wife; and
Maurice Dayan and Jennifer Dayan,
husband and wife,

Defendants.

Case No. 2:12-cv-00436-JWS

FIRST AMENDED COMPLAINT

(Jury Trial Demanded)

Plaintiff Great American Duck Races, Inc., which does business as Great American Merchandise & Events (“GAME”), alleges the following for its complaint against defendants Intellectual Solutions, Inc. (“Intellectual Solutions”), ASAP Sales, LLC (“ASAP Sales”), Claypool Resources, LLC (“Claypool Resources”), Mervin Dayan, Vivian Dayan, Maurice Dayan, and Jennifer Dayan (collectively, “Defendants”):

PARTIES

1
2 1. GAME is an Arizona corporation with its principal place of business
3 located in Scottsdale, Arizona.

4 2. Intellectual Solutions is a Delaware corporation with its principal place of
5 business in Eatontown, New Jersey. At the time that this action was commenced, the
6 Delaware Secretary of State identified the corporate status of Intellectual Solutions as
7 “void” and identified taxes that were currently overdue.

8 3. On information and belief, Vivian Dayan and Jennifer Dayan are the only
9 two shareholders or owners of Intellectual Solutions, but claim not to exercise any
10 management responsibility over the company. On information and belief, Mervin
11 Dayan and Maurice Dayan are officers of Intellectual Solutions. On information and
12 belief, this ownership and management structure was created for the purpose of evading
13 responsibility for intellectual property infringement and shielding assets from court
14 judgments. On information and belief, Intellectual Solutions is a name under which
15 Mervin Dayan, Vivian Dayan, Maurice Dayan, and Jennifer Dayan are conducting
16 business together.

17 4. ASAP Sales is a Delaware limited liability company. On information and
18 belief, the principal place of business for ASAP Sales is in New Jersey.

19 5. On information and belief, Vivian Dayan and Jennifer Dayan are the sole
20 members or owners of ASAP Sales, but claim not to exercise any management
21 responsibility over the company. On information and belief, Vivian Dayan and Jennifer
22 Dayan have purported to delegate management responsibility for ASAP Sales to
23 Maurice Dayan, who is the son of Vivian Dayan and the husband of Jennifer Dayan. On
24 information and belief, this ownership and management structure was created for the
25 purpose of evading responsibility for intellectual property infringement and shielding
26 assets from court judgments. ASAP Sales is a name under which Mervin Dayan, Vivian
27 Dayan, Maurice Dayan, and Jennifer Dayan are conducting business.

28 6. Claypool Resources is a Delaware limited liability company. On

1 information and belief, the principal place of business for Claypool Resources is in New
2 Jersey. Claypool Resources was at one time registered in Arizona, but that registration
3 was withdrawn on November 1, 2010.

4 7. On information and belief, Vivian Dayan and Jennifer Dayan are the sole
5 members or owners of Claypool Resources. On information and belief, Vivian Dayan
6 and Jennifer Dayan have purported to delegate management responsibility for Claypool
7 Resources to Mervin Dayan, who is the husband of Vivian Dayan and the father-in-law
8 of Jennifer Dayan. On information and belief, this ownership and management structure
9 was created for the purpose of evading responsibility for intellectual property
10 infringement and shielding assets from court judgments. On information and belief,
11 Claypool Resources is a name under which Mervin Dayan, Vivian Dayan, Maurice
12 Dayan, and Jennifer Dayan are conducting business.

13 8. On information and belief, Mervin Dayan, Vivian Dayan, Maurice Dayan,
14 and Jennifer Dayan are citizens of New Jersey.

15 9. On information and belief, Mervin Dayan was at all material times
16 married to Vivian Dayan. On information and belief, all acts alleged herein to have
17 been committed by Mervin Dayan and Vivian Dayan were committed on behalf of and
18 for the benefit of their marital community.

19 10. On information and belief, Maurice Dayan was at all material times
20 married to Jennifer Dayan. On information and belief, all acts alleged herein to have
21 been committed by Maurice Dayan were committed on behalf of and for the benefit of
22 their marital community.

23 **JURISDICTION AND VENUE**

24 11. This civil action includes claims for patent infringement arising under the
25 patent laws of the United States, 35 U.S.C. §§ 1-376. This civil action further includes
26 claims for common law unfair competition under the laws of the State of Arizona.
27 GAME is a citizen of the State of Arizona.

28 12. This court has subject matter jurisdiction over this action under 28 U.S.C.

1 §§ 1331 and 1338. This Court also has supplemental jurisdiction over the claim of unfair
2 competition as provided in 28 U.S.C. § 1367.

3 13. This Court has personal jurisdiction over Defendants because Defendants
4 have committed acts of patent infringement, contributed to or induced acts of patent
5 infringement by others, and/or committed acts of unfair competition in the District of
6 Arizona and elsewhere in the United States. Defendants have substantial and
7 continuous contacts with the State of Arizona, have purposefully availed themselves of
8 the privilege of doing business in Arizona, and have purposefully directed their
9 infringing activities at Arizona, knowing GAME would be harmed by the infringement
10 in Arizona. Further, Defendants have purposefully injected their infringing products
11 into the stream of commerce, knowing that the infringing products would be sold in
12 Arizona, and Defendants' products have in fact been sold in Arizona.

13 14. Moreover, on information and belief, defendants Intellectual Solutions,
14 ASAP Sales, Claypool Resources, Mervin Dayan, Maurice Dayan, Vivian Dayan, and
15 Jennifer Dayan have together formed a joint venture with the express purpose of
16 committing the acts of patent infringement and unfair competition against GAME,
17 giving this Court personal jurisdiction over the members of the joint venture. The
18 exercise of jurisdiction over Defendants is reasonable.

19 15. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b) and (c)
20 and 1400(b) because Defendants are subject to personal jurisdiction here and have
21 committed acts of infringement here, and because a substantial part of the events giving
22 rise to GAME's claims occurred here.

23 **GAME'S BACKGROUND**

24 16. Headquartered in Scottsdale, Arizona, GAME is an innovative marketing
25 and merchandise company that sells popular consumer products directed at the pool and
26 spa industry. GAME's products are sold in a variety of well-known retail outlets, such
27 as Target, Walmart, Leslie's, and Paddock Pools. GAME also provides services to
28 diverse non-profit organizations that raise millions of dollars for charities across the

1 globe with GAME's well-known "Derby Duck Races."

2 17. GAME is the exclusive licensee of rights to a unique series of products
3 called the Underwater Light Show or Underwater Light Show & Fountain (collectively,
4 "ULS"), including the right to manufacture, advertise, promote, offer for sale, sell, and
5 distribute the ULS in the United States. GAME has been selling the ULS since March
6 13, 2006. Since the introduction of the products, GAME has sold over 3.7 million units
7 of ULS products, with total sales of more than \$13.3 million throughout the United
8 States. GAME sells the ULS through national retailers, including the well-known retail
9 outlets listed above.

10 18. The ULS provides a novel and entertaining, bright and colorful light
11 display on the bottom and sides of a swimming pool. The ULS creates light shows by,
12 for example, causing LEDs to flash randomly, stay on continuously, fade from one color
13 to the next, flash multiple colors together, or to randomly cycle through various shows.
14 The result is an attractive light display that enhances the environment in and around a
15 swimming pool. Some versions of the ULS shoot streams of water above the pool
16 surface and shine colored light through the water streams to create an attractive fountain
17 feature that further enhances the swimming pool environment.

18 19. Since 2006, GAME has invested significant sums to market and advertise
19 the ULS, which has resulted in significant consumer goodwill and recognition of GAME
20 as the source of the ULS, including the ULS depicted below. The ULS contains non-
21 functional, source-identifying trade dress, designs, features, and other indicia that are
22 distinctive and capable of identifying GAME as the source of the ULS.

23 20. On August 19, 2008, the United States Patent and Trademark Office
24 ("PTO") issued United States Patent Number 7,413,319 ("the '319 Patent") [attached as
25 Ex. A], entitled "METHOD AND SYSTEM FOR UNDERWATER LIGHT
26 DISPLAY," and on May 18, 2010, the PTO issued United States Patent Number
27 7,717,582 ("the '582 Patent") [attached as Ex. B], also entitled "METHOD AND
28 SYSTEM FOR UNDERWATER LIGHT DISPLAY," to Jose Longoria, Loren T.

1 Taylor, and Traci Heather Feldman. Taylored Concepts, LLC, a New Jersey corporation
 2 having its principal place of business located in Chatham, New Jersey, and Longoria
 3 Design, LLC, a Florida company having its place of business located in Miami, Florida,
 4 are the assignees of all right, title, and interest in and to the '319 and '582 Patents. The
 5 '319 and '582 Patents include disclosure relating to the ULS. True and correct copies of
 6 the '319 and '582 Patents are attached to this Complaint as Exhibit A and Exhibit B.

7 21. GAME is the exclusive licensee of the '582 and '319 Patents from
 8 Taylored Concepts, LLC and Longoria Design, LLC, with the exclusive right to
 9 manufacture, advertise, promote, offer for sale, sell, and distribute products associated
 10 with the '582 and '319 Patents in the United States, and with the right to bring suit to
 11 enforce the '582 and '319 Patents, including the right to recover damages for past
 12 infringement. GAME has been the exclusive licensee throughout the period of the
 13 Defendants' infringing acts and remains as such.

14 **DEFENDANTS INTENTIONALLY COPIED GAME'S PRODUCTS TO**
 15 **UNFAIRLY COMPETE WITH GAME**

16 22. Under the "Good Times" name, Defendants have copied several of
 17 GAME's pool related products, including an LED pool fountain, a magnetic pool light,
 18 and a water activated LED floating flower.

19 23. In particular, Defendants have offered for sale and sold a virtually
 20 identical copy of GAME's ULS product, which Defendants refer to as the LED
 21 LIGHTED FLOATING POOL FOUNTAIN ("Defendants' Fountain").

22 24. The packaging for Defendants' Fountain includes the following language
 23 that identifies Intellectual Solutions as the source of the product: "As part of our
 24 commitment to excellence in *our products*, Intellectual Solutions and/or its affiliates
 25 routinely improve the designs, materials or production methods of its existing products"
 26 (emphasis added).

27 25. The packaging for Defendants' Fountain includes the following language
 28 that indicates Intellectual Solutions believes it owns the intellectual property rights

1 associated with Defendants' Fountain: "©2011 Intellectual Solutions, Inc., All Rights
2 Reserved. All designs, logos and images are the exclusive property of Intellectual
3 Solutions, Inc. and/or its affiliates."

4 26. In light of these statements on the product packaging, on information and
5 belief, Intellectual Solutions plays an active or integral role in making, using, selling, or
6 offering for sale Defendants' Fountain in the United States and in Arizona, and has
7 imported or distributed Defendants' Fountain into the United States and into Arizona.

8 27. On information and belief, Claypool Resources has made, used, sold, or
9 offered for sale Defendants' Fountain in the United States and in Arizona, and has
10 imported or distributed Defendants' Fountain into the United States and into Arizona.

11 28. On information and belief, ASAP Sales has made, used, sold, or offered
12 for sale Defendants' Fountain in the United States and in Arizona, and has imported or
13 distributed Defendants' Fountain into the United States and into Arizona.

14 29. On information and belief, Intellectual Solutions, ASAP Sales, and
15 Claypool Resources (collectively, the "Corporate Defendants") are the alter egos of
16 Vivian Dayan, Jennifer Dayan, Mervin Dayan, and Maurice Dayan (collectively, the
17 "Dayan Defendants").

18 30. On information and belief, the Dayan Defendants have intentionally
19 caused the Corporate Defendants to be undercapitalized. On information and belief, the
20 Dayan Defendants have intentionally formed the Corporate Defendants as shell
21 companies, in an attempt to hide the Dayan Defendants' illegal or wrongful conduct in
22 connection with Defendants' Fountain.

23 31. On information and belief, the Corporate Defendants have such unity of
24 interest with the Dayan Defendants that the separate personalities of the companies no
25 longer exist. In particular, all Corporate Defendants have common ownership, are
26 located at the same address, and/or involve the Dayan Defendants as members, owners,
27 or managers. The Corporate Defendants do not have separate personalities. Failure to
28 disregard the separate personalities of the companies would work a fraud or injustice.

1 32. On information and belief, the Dayan Defendants have established a
2 pattern of operating their business through shell companies, invalid corporations, or
3 undercapitalized companies. For instance, the Dayan Defendants formerly operated
4 their business at the same address as Intellectual Solutions called Roadmaster USA, a
5 Delaware company that is now defunct. Intellectual Solutions is a Delaware corporation
6 located at the same address that is no longer valid due to a failure to pay taxes. In
7 addition, Claypool Resources briefly registered with the State of Arizona but then
8 withdrew its registration.

9 33. Moreover, on information and belief, Defendants are apparently
10 attempting to hide the true ownership and management of their companies by
11 establishing the two wives (Vivian Dayan and Jennifer Dayan) as the owners, who then
12 delegate management responsibilities for the companies to their husbands (Maurice
13 Dayan and Mervin Dayan). Upon information and belief, Defendants have installed the
14 two wives as the sole owners of the Corporate Defendants in an attempt to shield the
15 assets of the two husbands from likely court judgments for intellectual property
16 infringement. Permitting Defendants to organize their businesses in such a way as to
17 evade liability for patent infringement also would work a fraud or injustice.

18 34. On information and belief, the Dayan Defendants purposefully directed
19 their intentional acts of infringement relating to Defendants' Fountain at Arizona by
20 expressly aiming those intentional acts at Arizona, with the knowledge that GAME was
21 likely to suffer harm in Arizona. The intentional acts committed by the Dayan
22 Defendants, on information and belief, include intentionally setting up Intellectual
23 Solutions, ASAP Sales, and Claypool Resources, as shell companies behind which to
24 hide their wrongful acts, in order to specifically target Arizona, the place of GAME's
25 residence, with their intentional acts of infringement.

26 35. On information and belief, the Corporate Defendants and the Dayan
27 Defendants have together formed a joint venture with the express purpose of committing
28 intentional acts of patent infringement and unfair competition against GAME,

specifically targeting GAME in Arizona, its place of residence, knowing that GAME was likely to suffer harm in Arizona.

36. Defendants' Fountain is sold in Walmart, including Walmart locations in Arizona and other states, and on information and belief, throughout the United States. In Walmart, Defendants' Fountain is sold alongside GAME's ULS and other GAME products. There are more than 70 Walmart locations in Arizona and more than 3,600 Walmart locations nationwide.

37. As a nearly identical copy, Defendants' Fountain has also copied certain non-functional, distinctive, source-identifying features and indicia of the ULS in an attempt to unfairly compete with GAME and capitalize on the goodwill GAME has developed through its extensive marketing and sales of the ULS and its other products.

38. Defendants' Fountain, while appearing nearly identical, is inferior in quality to the ULS product in numerous respects.

39. In addition to copying non-functional, source-identifying features and indicia associated with the ULS, Defendants also copied functional aspects of the ULS, such that Defendants' Fountain infringes one or more claims of the '582 and '319 Patents.



Defendants' Fountain



GAME's ULS

Additional Views:



Top View: Defendants' Fountain



Top View: GAME's ULS



Bottom View: Defendants' Fountain



Bottom View: GAME's ULS



**Top Side of Remote Control:
Defendants' Fountain (Left);
GAME's ULS (Right)**



**Bottom Side of Remote Control:
GAME's ULS (Left);
Defendants' Fountain (Right)**

1 40. Defendants intentionally copied the ULS, which is evidenced by the
2 number of GAME's products Defendants copied and by the degree to which Defendants
3 sought to make the copied products appear nearly identical to GAME's products. As
4 depicted above, Defendants attempted to make nearly identical copies of certain
5 functional and non-functional features of the ULS, including without limitation, (1) the
6 overall shape of the ULS, (2) the blue coloring of the ULS, (3) the wave design toward
7 the bottom of the ULS, (4) the blue and silver, egg-shaped remote control for the ULS,
8 (5) the fountain feature of the ULS, (6) the varying underwater light display associated
9 with the ULS, (7) certain labels and marking appearing on the ULS, (8) the three-lobed
10 shape of the interior light assembly, (9) the size and shape of the packaging in which the
11 ULS is sold, and (10) the instruction manual included with the product.

12 41. Defendants' intent to copy is also evidenced by Defendants placing
13 Defendants' Fountain in direct proximity to GAME's ULS and other GAME products in
14 Walmart.

15 42. Defendants' direct and intentional copying show that non-functional,
16 source-identifying features of the ULS that Defendants copied are distinctive and have
17 secondary-meaning, such that consumers identify GAME as the source of the ULS
18 based on those features.

19 43. Prior to copying the ULS, Defendants were aware that the ULS was
20 protected by the '582 and '319 Patents.

21 44. Based on Defendants' intentional copying of the ULS and Defendants'
22 knowledge of the '582 and '319 Patents before copying the ULS, Defendants willfully
23 infringed the '582 and '319 Patents.

24 45. Defendants are unfairly competing with GAME because Defendants made
25 nearly identical copies of the ULS and other GAME products, have infringed the '582
26 and '319 Patents, and have copied and infringed the non-functional, source-identifying
27 features and trade dress of the ULS. As such, Defendants are piggybacking on GAME's
28 goodwill and fame, to GAME's detriment and Defendants' unfair advantage and gain.

COUNT ONE

(Infringement of the '582 Patent)

46. GAME realleges and incorporates by reference the preceding paragraphs of this Complaint as though fully set forth herein.

47. Defendants have infringed and are continuing to infringe, literally and/or under the doctrine of equivalents, the '582 Patent by practicing one or more claims of the '582 Patent in the manufacture, use, offering for sale, sale, and/or importation or exportation of Defendants' Fountain in violation of 35 U.S.C. § 271.

48. Defendants have infringed and are continuing to infringe the '582 Patent by contributing to and/or actively inducing the infringement by others of the '582 Patent by the manufacture, use, offering for sale, sale, and/or importation or exportation of Defendants' Fountain in violation of 35 U.S.C. § 271.

49. Defendants have willfully infringed the '582 Patent.

50. Defendants' acts of infringement of the '582 Patent will continue as alleged in this Complaint unless enjoined by the Court.

51. As a direct and proximate result of Defendants' infringement of the '582 Patent, GAME has suffered and will suffer monetary damages.

52. GAME is entitled to recover from Defendants the damages sustained by GAME as a result of Defendants' wrongful acts in an amount to be determined at trial.

53. GAME has suffered irreparable harm as a result of Defendants' infringement of the '582 Patent.

54. Unless Defendants are enjoined by this Court from continuing their infringement of the '582 Patent, GAME will continue to suffer irreparable harm and impairment of the value of its patent rights. Thus, GAME is entitled to a preliminary and permanent injunction against further infringement.

COUNT TWO

(Infringement of the '319 Patent)

55. GAME realleges and incorporates by reference the preceding paragraphs

1 of this Complaint as though fully set forth herein.

2 56. Defendants have infringed and are continuing to infringe, literally and/or
3 under the doctrine of equivalents, the '319 Patent by practicing one or more claims of
4 the '319 Patent in the manufacture, use, offering for sale, sale, and/or importation or
5 exportation of Defendants' Fountain in violation of 35 U.S.C. § 271.

6 57. Defendants have infringed and are continuing to infringe the '319 Patent
7 by contributing to and/or actively inducing the infringement by others of the '319 Patent
8 by the manufacture, use, offering for sale, sale, and/or importation or exportation of
9 Defendants' Fountain in violation of 35 U.S.C. § 271.

10 58. Defendants have willfully infringed the '319 Patent.

11 59. Defendants' acts of infringement of the '319 Patent will continue as
12 alleged in this Complaint unless enjoined by the Court.

13 60. As a direct and proximate result of Defendants' infringement of the '319
14 Patent, GAME has suffered and will suffer monetary damages.

15 61. GAME is entitled to recover from Defendants the damages sustained by
16 GAME as a result of Defendants' wrongful acts in an amount to be determined at trial.

17 62. GAME has suffered irreparable harm as a result of Defendants'
18 infringement of the '319 Patent.

19 63. Unless Defendants are enjoined by this Court from continuing their
20 infringement of the '319 Patent, GAME will suffer additional irreparable harm and
21 impairment of the value of its patent rights. Thus, GAME is entitled to a preliminary
22 and permanent injunction against further infringement.

23 **COUNT THREE**

24 **(Common Law Unfair Competition)**

25 64. GAME hereby realleges and incorporates by reference the preceding
26 paragraphs of this Complaint as though fully set forth herein.

27 65. GAME owns common law rights in distinctive, non-functional, source-
28 identifying aspects of the ULS (the "ULS Trade Dress") in Arizona and throughout the

1 United States.

2 66. Defendants have sold and continue to sell nearly identical copies of
3 GAME's ULS, and Defendants' Fountain infringes the ULS Trade Dress.

4 67. Defendants have copied GAME's instruction manual as well as red and
5 white instruction and warning stickers affixed to the ULS product.

6 68. The box that Defendants' Fountain is packaged in is nearly identical in
7 size and shape to the box that GAME's ULS is packaged in.

8 69. Defendants have intentionally caused their nearly identical product to
9 appear in close proximity to the ULS in Walmart.

10 70. Defendants have intentionally caused Defendants' Fountain to appear to
11 be identical to the ULS, but Defendants' Fountain is an inferior knock-off product.

12 71. By reason of Defendants' collective acts alleged herein, Defendants
13 falsely represent that Defendants are somehow affiliated with, or sponsored or endorsed
14 by, GAME; Defendants dilute the goodwill in the ULS Trade Dress; and Defendants'
15 conduct is therefore likely to confuse, mislead, or deceive purchasers.

16 72. By reason of Defendants' collective acts alleged herein, GAME has
17 suffered and continues to suffer damage to its business, reputation, and goodwill,
18 together with the loss of sales and profits GAME would have made but for Defendants'
19 acts, in an amount to be proven at trial.

20 73. By reason of Defendants' acts alleged herein, GAME has suffered and
21 continues to suffer irreparable damage. Unless Defendants are restrained, the damage
22 and irreparable harm to GAME will increase. GAME has no adequate remedy at law.
23 GAME is entitled to preliminary and permanent injunctive relief.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, GAME prays for judgment against Defendants as follows:

26 1. For judgment in favor of GAME and against Defendants on the claims set
27 forth above;

28 2. For judgment that the '582 and '319 Patents are valid, enforceable and

1 infringed by Defendants;

2 3. For profits and damages resulting from Defendants' past and present
3 infringement of the '582 and '319 Patents;

4 4. For damages resulting from Defendants' past and present unfair
5 competition with GAME and GAME's ULS product;

6 5. For judgment that Defendants' conduct on each of the claims set forth
7 above was willful, intentional, and/or in bad faith;

8 6. For treble damages resulting from Defendants' willful infringement of the
9 '582 and '319 Patents under 35 U.S.C. § 284;

10 7. For Defendants' profits, and damages resulting from Defendants' willful
11 intent to trade on GAME's reputation and goodwill, and Defendants' willful intent to
12 cause dilution of GAME's reputation and goodwill in the ULS Trade Dress;

13 8. For judgment that this is an exceptional case under 35 U.S.C. § 285;

14 9. For an award of reasonable attorneys fees, including under 35 U.S.C. §
15 285;

16 10. For injunctive relief, preliminarily and permanently enjoining against the
17 continuing infringement of the '319 and '582 Patents by Defendants, its officers, agents,
18 servants, employees, and those persons acting in active concert or in participation with
19 them, under 35 U.S.C. § 283;

20 11. For injunctive relief, preliminarily and permanently enjoining against any
21 conduct that tends to falsely represent or dilute, or that is likely to confuse, mislead, or
22 deceive purchasers, Defendants' customers, and/or members of the public, to believe
23 that Defendants' Fountain is any way affiliated or connected with GAME;

24 12. For an order that all of Defendants' existing inventory of Defendants'
25 Fountain be impounded and destroyed, or otherwise reasonably disposed of;

26 13. For costs and disbursements incurred by GAME;

27 14. For an assessment of prejudgment interest; and

28 15. For any other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

GAME hereby demands a jury trial under Rule 38 of the Federal Rules of Civil Procedure as to all issues in this lawsuit of which trial by jury is permitted.

Dated this 12th day of April, 2012.

SNELL & WILMER L.L.P.

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CERTIFICATE OF SERVICE

I hereby certify that on April 12, 2012, I electronically transmitted the attached document to the Clerk's Office using the CM/ECF System for filing and transmittal of Notice of Electronic Filing to the CM/ECF registrants of record.

By s/Joseph G. Adams

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