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**IN THE UNITED STATES DISTRICT COURT  
IN AND FOR THE DISTRICT OF NEVADA**

HOME GAMBLING NETWORK, INC, a  
Nevada corporation; MEL MOLNICK, an  
individual

Plaintiffs,

vs.

CHRIS PICHE and MARGARET PICHE,  
husband and wife; EYEBALL NETWORK,  
INC., an unlicensed Canadian venture  
d/b/a EYEBALL NETWORK GAMES,  
INC.; INVERSIONES VC DOS MIL S.A. a  
Costa Rican corporation d/b/a  
CASINOWEBCAM,  
CASINOWEBCAM.COM,  
CASINOWEBCAM.COM INC., CWC  
GAMING, CWCGAMING.COM, and  
CWCGAMING.COM INC.

WORLD GAMING PLC, a United  
Kingdom corporation doing business as  
STARNET SYSTEMS INTERNATIONAL,  
INC., an Antiguan corporation, WORLD  
GAMING SERVICES, INC., an Antiguan  
corporation, ELECTRONIC FINANCIAL  
SERVICES CARRIBEAN, INC.

SPORTINGBET, PLC, a United Kingdom  
corporation doing business as INTERNET  
OPPORTUNITY ENTERTAINMENT  
LIMITED an Antiguan corporation,  
SPORTINGBET.COM (ALDERNEY)  
LIMITED and SPORTINGBETUSA.com;

Case No. CV-S-05-0610-KJD (LRL)

**PLAINTIFFS' FIRST AMENDED  
COMPLAINT**

1 DOES 1-100; ROE CORPORATIONS  
1-100

2  
3 Defendants.

4 Plaintiffs Home Gambling Network ("HGN") and Mel Molnick ("Molnick"), by and  
5 through their attorneys of record, Craig A. Marquiz, Esq. of the Marquiz Law Office,  
6 P.C. and Sid Leach of Snell & Wilmer, LLP, and for their claims against the above-  
7 named Defendants, hereby allege as follows:

8 **JURISDICTION AND VENUE**

9 1. This action arises under the patent laws of the United States,  
10 35 U.S.C. § 271 *et seq.*, and, thus, this Court has original subject matter jurisdiction  
11 over Plaintiffs' claims pursuant to, without limitation, 28 U.S.C. §§ 1331 and 1338.

12 2. Venue is proper in the Federal District Court of the District of Nevada  
13 pursuant to 28 U.S.C. § 1391 and in this forum.

14 **PARTIES**

15 3. Plaintiff HGN is a Nevada corporation authorized to do and doing  
16 business in Clark County, Nevada as a developer of intellectual property and enabling  
17 software platforms for gaming and entertainment markets. Plaintiff HGN's principal  
18 place of business is located within Henderson, Nevada.

19 4. Plaintiff Molnick, an inventor and the President of HGN, is domiciled in  
20 Clark County, Nevada.

21 5. Defendants Chris Piche and Margaret Piche (collectively "Piche") are,  
22 upon information and belief, husband and wife, domiciled in British Columbia, Canada  
23 and, at all material times, were acting for and on behalf of their marital community.  
24 Upon information and belief, Defendants Piche are the majority beneficial owners of  
25 Defendant Eyeball Network, Inc. (a/k/a Eyeball Network Games, Inc. and hereinafter

26

1 referred to collectively as "Eyeball Network Games"), a business venture from British  
2 Columbia, Canada, and its wholly-owned subsidiary, Defendant Inversiones VC Dos Mil  
3 S.A. ("Inversiones"), a Costa Rican corporation doing business as Defendant  
4 CasinoWebCam and Defendant CWC Gaming (collectively "CWC"). Defendants Piche  
5 personally and/or through their various companies advertise, solicit and transact  
6 business in the State of Nevada and within this District.

7 6. Upon information and belief, Defendant Eyeball Network Games' principal  
8 place of business is 500-100 Park Royal, West Vancouver, B.C. V7T 1A2, Canada.

9 7. Upon information and belief, Defendant Inversiones and Defendant  
10 CWC's principal place of business is Detrás Canal 7, Altos De Diluso, San José, Costa  
11 Rica.

12 8. Defendants Eyeball Network Games, Inversiones and CWC for itself  
13 and/or through its agents advertises, solicits and transacts business in the State of  
14 Nevada and within this District.

15 9. Defendant World Gaming, PLC ("World Gaming") is, upon information  
16 and belief, a United Kingdom corporation doing business as Starnet Systems  
17 International Inc., an Antiguan corporation, World Gaming Services, Inc., an Antiguan  
18 corporation and Electronic Financial Services Caribbean, Inc. (collectively, "World  
19 Gaming"). Defendant World Gaming, for itself and through its agents, advertises,  
20 solicits and transacts business in the State of Nevada and within this District. Upon  
21 information and belief, the principal place of business for Defendants World Gaming is  
22 Minerva House, 5 Montague Close, London, SE1 9BB, United Kingdom.

23 10. Defendant SportingBet PLC ("SportingBet"), a United Kingdom  
24 corporation that is publicly traded on the Alternative Investment Market of the London  
25 Stock Exchange, accepts wagers over the internet and telephone from its worldwide  
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1 gaming customers. Through its wholly-owned subsidiaries, Defendants Internet  
2 Opportunity Entertainment Limited, SportingBet.com and SportingBetUSA.com  
3 (collectively "SportingBetUSA"), SportingBet caters to its European and American  
4 customers, respectively. Defendant SportingBet for itself and/or through its agents  
5 advertises, solicits and transacts business in the State of Nevada and within this  
6 District. Upon information and belief, Defendant SportingBet's principal place of  
7 business is 81-100 City Road, 6<sup>th</sup> Floor, Transworld House, London EC1Y 2BJ, United  
8 Kingdom.

9 11. Plaintiffs are informed and believe, and therefore allege, that the true  
10 names and capacities, whether individual, corporate, associate or otherwise of Does 1-  
11 100 and Roe Corporations 1-100 are unknown to Plaintiffs at this time and, therefore,  
12 Plaintiffs sue these defendants by said fictitious names. Defendants designated as  
13 Does or Roe Corporations are responsible in some manner for the acts and events  
14 described in Plaintiffs First Amended Complaint. Once the true names and capacities  
15 of said Does and Roe Corporations become known, Plaintiffs will ask leave of Court to  
16 amend their First Amended Complaint accordingly and to state appropriate charging  
17 allegations.

18 **GENERAL ALLEGATIONS**

19 12. On September 1, 1998, the United States Patent and Trademark Office  
20 issued Patent No. 5,800,268 entitled "Method of Participating in a Live Casino Game  
21 from a Remote Location" (hereinafter "Patent") to inventor Plaintiff Mel Molnick who,  
22 subsequently, assigned equal rights therein to Plaintiff Home Gambling Network.

23 13. Plaintiffs' Patent allows for remote wagering on live casino games  
24 (e.g., roulette, baccarat, blackjack, craps, big six wheel, slot machines, mini-baccarat,  
25 red dog, pai gow, and sic bo) and events utilizing electronic financial transactions,  
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1 including, without limitation, sporting events. See Affidavit of Melvin Molnick ("Molnick  
2 Affidavit") attached as Exhibit 1 to Plaintiff's Verified Complaint and Application for  
3 Issuance of a Temporary Restraining Order / Preliminary Injunction and fully  
4 incorporated herein by this reference (hereinafter "Exhibit 1") at ¶ 6.

5 14. Specifically, the Patent is:

6 a method by which a person may participate in a live casino  
7 game and place bets from a location remote from the casino  
at which the game is being played.

8 A player accesses an interface station at a location remote  
9 from a casino, such as at a home, office, tavern or similar  
location. The interface includes a video display, CPU, and  
10 keypad, such as a video-phone with a keypad or computer  
with keypad. The player establishes an information link, such  
11 by opening a telephone line, between the interface station  
and a CPU at a casino of choice.

12 Once the link between the player and casino is established,  
13 the player transmits financial account information. The  
casino utilizes this information to establish an open  
14 information link with the player's financial institution.

15 Once verification of the player's account is received, the  
16 casino assigns the player to a live table game at the casino.  
The table includes several player locations and a dealer at a  
17 dealer location, just as with standard casino games. The  
image of the game being played is transmitted to the player  
18 from one or more video cameras at the table. The table is  
further equipped with a video display and a keypad for use by  
the dealer.

19 A dealer opens a game by sending a "bet" signal to the  
20 player. The player enters in one or more bets which are  
transmitted to the casino. The casino, in turn, transmits the  
21 bet information to the player's financial institution for  
verification that his account contains the necessary funds.  
22 Bet verification is provided on the dealer's monitor.

23 Once all bets have been placed and verified, the dealer  
24 signals "no more bets," locking in the player's bets. At this  
time, the player can not change his bet, nor can he avoid the  
25 bet by cutting off the information link between the interface  
station and the casino such as by hanging up the phone or  
26 shutting off his computer. If such occurs, game play

1 continues and the casino credits the player's account with  
2 any winnings or debits any losses.

3 *Id.* at ¶ 7.

4 15. In 1999, Plaintiff HGN filed a patent infringement lawsuit against Starnet  
5 Communications International, Inc., a wholly-owned subsidiary of World Gaming PLC  
6 seeking monetary damages and a preliminary/permanent injunction against Starnet and  
7 its agents, joint venturers, and all those third parties acting in concert with them from  
8 infringing on and contributing to, inducing, aiding or abetting infringement of the HGN  
9 Patent. *Id.* at ¶ 9.

10 16. In this regard, Defendant Starnet Communications was acting jointly or in  
11 cooperation with, controlled, managed, licensed or otherwise participated with the  
12 following entities in offering live gaming over the Internet:

13	A.	World Gaming	<a href="http://www.worldgaming.net">www.worldgaming.net</a>
	B.	Bet With the Champ	<a href="http://www.betwiththechamp.com">www.betwiththechamp.com</a>
	C.	Aztec Gaming	<a href="http://www.aztecgaming.com">www.aztecgaming.com</a>
14	D.	Oz Gaming	<a href="http://www.ozgaming.com">www.ozgaming.com</a>
	E.	Players Only	<a href="http://www.playersonly.com">www.playersonly.com</a>
15	F.	Aces Casino	<a href="http://www.acescasino.com">www.acescasino.com</a>
	G.	Sport Fanatik	<a href="http://www.Sportsfanatik.com">www.Sportsfanatik.com</a>
16	H.	Sportsbook.com	<a href="http://www.Sportsbook.com">www.Sportsbook.com</a>
	I.	Belmont Casino	<a href="http://www.belmontcasino.com">www.belmontcasino.com</a>
17	J.	Club Rio Casino	<a href="http://www.clubriocasino.com">www.clubriocasino.com</a>
	K.	Merlin Casino	<a href="http://www.merlincasino.com">www.merlincasino.com</a>
18	L.	Casino of the Kings	<a href="http://www.i-casino.com">www.i-casino.com</a>
	M.	Superbet	<a href="http://www.superbet.com">www.superbet.com</a>
19	N.	Classic Casino	<a href="http://www.classiccasino.com">www.classiccasino.com</a>
	O.	WWCasino	<a href="http://www.wwcasinocom">www.wwcasinocom</a>
20	P.	Mayan Casino	<a href="http://www.mayancasino.com">www.mayancasino.com</a>
	Q.	Wild West Frontier	<a href="http://www.wildwestfrontier.com">www.wildwestfrontier.com</a>
21	R.	Egyptian Casino	<a href="http://www.egyptian-casino.com">www.egyptian-casino.com</a>
	S.	Atlantis Casino	<a href="http://www.casino-atlantis.com">www.casino-atlantis.com</a>
22	T.	Elite Casino	<a href="http://www.elitecasino.com">www.elitecasino.com</a>
	U.	Bet Cash	<a href="http://www.betcash.com">www.betcash.com</a>
23	V.	Safari Casino	<a href="http://www.safaricasino.com">www.safaricasino.com</a>
	W.	High Roller Casino	<a href="http://www.highrollercasino.com">www.highrollercasino.com</a>
24	X.	Real Bet	<a href="http://www.realbet.com">www.realbet.com</a>
	Y.	Las Vegas Casino	<a href="http://www.lasvegascasino.com">www.lasvegascasino.com</a>
25	Z.	Casino on Air	<a href="http://www.casinoonair.com">www.casinoonair.com</a>
26	AA.	Ontario Jockey Club	<a href="http://www.ojc.com">www.ojc.com</a>

1	BB. Hialeah Park	<a href="http://www.hialeahpark.com">www.hialeahpark.com</a>
2	CC. Jacksonville, Orange	<a href="http://www.jaxkennel.com">www.jaxkennel.com</a>
	DD. Windsor Raceway	<a href="http://www.wincom.net">www.wincom.net</a>
	EE. Flamboro Downs	<a href="http://www.flamborodowns.com">www.flamborodowns.com</a>
3	FF. The American Greyhound Track	<a href="http://www.agtoa.com">www.agtoa.com</a>
4	GG. Phoenix Greyhound Park	<a href="http://www.phxgp.com">www.phxgp.com</a>

5 *Id.* at ¶ 10.

6 17. More specifically, Starnet and its Joint Venturers operated one or more  
7 gambling sites on the Internet (each accessible from the United States and Nevada)  
8 that allowed a player to participate in a live casino game from a location remote from  
9 the casino and, by so doing, infringed upon Plaintiff HGN's Patent. *Id.* at ¶ 11.

10 18. Additionally, Starnet and/or its Joint Venturers were using, selling and/or  
11 offering for sale without the permission or authorization of Plaintiff HGN, the method  
12 provided for in the HGN Patent for participating in a live casino game. *Id.* at ¶ 12.

13 19. Based upon Starnet's express representations and warranties in writing  
14 from its attorneys (including, without limitation, that neither it nor any entity under its  
15 direction or control has accepted and would not accept wagers from the customers in  
16 the United States or its territories), coupled with a criminal investigation by the  
17 Canadian Government into Starnet's activities (i.e., Starnet pled guilty to a violation of  
18 Section 202(1)(b) of the Canadian criminal code, received a \$100,000 fine and forfeited  
19 \$3,925,000 in United States currency), HGN agreed to dismiss the lawsuit without  
20 prejudice. *Id.* at ¶ 13.

21 20. On May 29, 2001, Starnet Communications International, Inc. changed its  
22 name to World Gaming PLC. *Id.* at ¶ 17.

23 21. World Gaming PLC "supplies software and services to the following  
24 gaming sites in the online gaming industry:

25	<a href="http://www.sportsbook.com">www.sportsbook.com</a>	<a href="http://www.sportsbetting.com">www.sportsbetting.com</a>
	<a href="http://www.BetonUSA.com">www.BetonUSA.com</a>	<a href="http://www.racebook.com">www.racebook.com</a>
26	<a href="http://www.playeronly.com">www.playeronly.com</a>	<a href="http://www.superbook.com">www.superbook.com</a>

1 *Id.* at ¶ 18.

2 22. In July 2001, World Gaming's sportsbook.com website was acquired by  
3 SportingBet for \$204 million. *Id.* at ¶ 19.

4 23. Sportsbook.com's website currently represents that it services over  
5 1 million American customers and will process over \$3 billion in wagers this year. *Id.* at  
6 ¶ 20.

7 24. On November 25, 2003, Plaintiffs Molnick and HGN entered into five (5)  
8 license agreements with Defendant Inversiones VC Dos Mil S.A. regarding Plaintiffs'  
9 Method Patent, including: (a) a Master Patent License Agreement; (b) a Sales Partner  
10 with Patent License Agreement for CWC Software; (c) exclusive Patent License  
11 Agreement for Bingo Only; (d) Exclusive Patent License Agreement for a Bingo Casino;  
12 and (e) a Patent License Agreement for CWC Casino. *Id.* at ¶ 21.

13 25. Shortly thereafter, a dispute arose between Plaintiffs Molnick/HGN and  
14 Defendants Eyeball Network Games/Inversiones/CWC regarding Defendants' use of  
15 the five (5) license agreements. *Id.* at ¶ 22.

16 26. Although the parties jointly submitted their dispute to binding arbitration  
17 before the American Arbitration Association, Defendants Inversiones/CWC filed an Ex  
18 Parte Application for a temporary restraining order in the Eighth Judicial District Court  
19 for Clark County, Nevada (Case No. A483872) seeking to bar Plaintiffs from contacting  
20 Defendants Inversiones/CWC's purported licensees. *Id.* at ¶ 23.

21 27. On August 10, 2004, the parties' resolved their dispute and, for good and  
22 valuable consideration, entered into a Patent License Agreement (hereinafter  
23 "Agreement"). *Id.* at ¶ 24; *see also* Patent License Agreement attached thereto as  
24 Exhibit D.

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1           28. The Agreement superseded all prior agreements and obligations of the  
2 parties relating to the use and sub-license of Plaintiffs' Method Patent, including,  
3 without limitation, the five license agreements referenced in paragraph 32, above. *Id.*  
4 at ¶ 24.

5           29. Pursuant to the Agreement, Defendants Inversiones/CWC were granted a  
6 non-exclusive, royalty-free worldwide license to use the Licensed Technology and to  
7 grant sub-licenses therein to CWC Resellers, CWC Licensees, and End Users. *Id.* at  
8 ¶ 25; *see also* Exhibit D thereto.

9           30. "CWC Resellers" were limited to "companies or individuals who license or  
10 purchase CWC Software and/or CWC Services for the purposes of licensing and/or  
11 resale to CWC Licensees, either alone or in combination with CWC Reseller's own  
12 software and services." *Id.* at ¶ 26.

13           31. "CWC Licensees" were defined to include "companies or individuals who  
14 license or purchase CWC Software and CWC Services or CWC Software from CWC or  
15 a CWC Reseller, for use, operation and game play by end users." *Id.* at ¶ 27.

16           32. "End Users" were limited to "an individual or entity that plays games  
17 operated in whole or in combination with CWC Software, offered by CWC or a CWC  
18 Licensee." *Id.* at ¶ 28.

19           33. "CWC Software" was limited to "any software owned or licensed by CWC,  
20 which CWC makes generally available to its customers, and which enables CWC and  
21 CWC Licensees to provide any games over computer networks to end users, excluding  
22 Bingo, Keno, Lottery and all sporting events." *Id.* at ¶ 29.

23           34. Plaintiffs Molnick and HGN "retained all other rights to license, make, use  
24 or sell the Licensed Technology." *Id.* at ¶ 30.

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1 35. The "Agreement and its performance" was, and is, "governed by, subject  
2 to, and construed in accordance with the laws of the State of Nevada." *Id.* at ¶ 31.

3 36. Any Notices required under the Agreement were to be sent via registered  
4 mail to Defendant CWC in care of its Nevada counsel, Lincoln, Gustafson & Cercos,  
5 Attention Nick Salerno, Esq. located at 1120 Town Center Drive, Ste. 260, Las Vegas,  
6 Nevada 90134. *Id.* at ¶ 32.

7 37. Upon information and belief, Defendants Piche, Eyeball Network Games,  
8 Inversiones and CWC have licensed its webcam casino software and services, without  
9 limitation, to the following:

- |    |                      |                           |
|----|----------------------|---------------------------|
| 10 | A. CasinoWebcam.com  | B. LiveCasino.co.il       |
|    | C. CasinosEuropa.com | D. LondonsCasino.com      |
| 11 | E. 248casino.com     | F. MVPcasino.com          |
|    | G. ToucanCasino.com  | H. GeckoCasino.com        |
| 12 | I. PopularPoker.com  | J. BogartsCasino.com      |
|    | K. BetInternet.com   | L. BeverlyHillsBookie.com |
| 13 | M. SportingBet.com   | N. Ladbrokes.com          |
|    | O. E8casino.com      | P. CasinoEuro.com         |

14 *Id.* at ¶ 33.

15 38. On its website, CWCgaming.com, Defendants Piche, Eyeball Network  
16 Games, Inversiones and CWC readily advertise that its sub-licensees fall within, and  
17 are linked to, Defendant CWC's Suites, including, without limitation, its Casino Suite  
18 and Sportsbook Suite. *Id.* at ¶ 34.

19 39. CasinoWebcam.com, LiveCasino.co.il, CasinosEuropa.com and  
20 LondonsCasino.com are identified as Casino Suite sub-licensees of Defendant CWC  
21 who offer Baccarat, Blackjack, Roulette and Sicbo table games. *Id.* at ¶ 35.

22 40. 248casino.com, MVPcasino.com, ToucanCasino.com, GeckoCasino.com,  
23 PopularPoker.com, BogartsCasino.com, BetInternet.com, BeverlyHillsBookie.com,  
24 SportingBet.com and Ladbrokes.com are identified as sub-licensees who offer (or in  
25 the case of Ladbrokes.com and Defendant SportingBet.com, will be offering) betting on  
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1 sporting events in addition to the casino games featured in CWC's Casino Suite. *Id.* at  
2 ¶ 36.

3 41. Further, Defendants Piche, Eyeball Network Games, Inversiones and  
4 CWC's Sportsbook Suite allows for "account and cashier e-wallet integration" with  
5 existing sportsbook accounts. Thus, players participating in the Defendants  
6 Sportsbook Suite games "do not have to register personal details and cashier  
7 information with CWC Gaming; these functions are performed at the sportsbook site,  
8 and then players can use their sportsbook login code to log into Defendant CWC's  
9 webcam casino and move money back and forth between their sportsbook account and  
10 casino account." *Id.* at ¶ 37.

11 42. At all material times, none of the Defendants have possessed nor have  
12 they or their respective principals applied for a gaming license from the State of Nevada  
13 since January 1, 1994. Consequently, none of the Defendants are, nor were they,  
14 authorized to accept bets from anyone located within the State of Nevada.

15 43. With the State of Nevada Gaming Control Board Enforcement Division's  
16 knowledge and consent, Plaintiff Molnick placed several bets on the Defendants'  
17 websites from February 21, 2005 through May 2, 2005 to establish the nature and  
18 extent of Defendants' infringement of Plaintiffs' Patent. *Id.* at ¶ 45.

19 **CasinoWebCam/CWCGaming ("CWC")**

20 44. Plaintiffs fully incorporate herein by reference all allegations contained in  
21 paragraphs 1 through 43 of their First Amended Complaint.

22 45. On November 29, 2004, the CWC Defendants solicited Plaintiff Molnick  
23 via e-mail seeking to entice Plaintiff's return to the Defendants' website by offering a  
24 cash incentive for monies deposited into his gaming account. *Id.* at ¶ 39; *see also*  
25  
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1 E-Mail attached thereto as Exhibit E. This e-mail was sent by the CWC Defendants to  
2 Plaintiff Molnick in Henderson, Nevada.

3 46. Upon his review of the e-mail, Plaintiff Molnick promptly notified CWC's  
4 co-owner Adam Anhang (now deceased) that the CWC Defendants solicitation of  
5 gaming transactions where, as here, the solicitor did not possess a gaming license, was  
6 illegal and for Defendants Piche, Eyeball Network Games, Inversiones and CWC to  
7 immediately cease and desist all such conduct. See Molnick Affidavit, Exhibit 1, at ¶ 40.

8 47. Mr. Anhang acknowledged the CWC Defendants wrong-doing and  
9 informed Plaintiff Molnick that the CWC Defendants would immediately cease and  
10 desist all such conduct. Id. at ¶ 41.

11 48. On February 10, 17 and 21, 2005, however, the CWC Defendants  
12 solicited Plaintiff Mel Molnick via e-mail seeking to entice Plaintiff's return to the  
13 Defendants' website by offering a cash incentive for monies deposited into his gaming  
14 account. Id. at ¶ 42. These e-mails, attached to Mr. Molnick's Affidavit collectively as  
15 Exhibit F, were sent by the CWC Defendants to Plaintiff Molnick in Henderson, Nevada.

16 49. On March 2, 2005, Mr. Molnick established an Internet connection from  
17 his home computer (located in Henderson, Nevada) and remotely accessed operator  
18 CasinoWebCam's ("CWC's") Live Casino website. See Molnick Affidavit, Exhibit 1, at  
19 ¶ 47; see also Affidavit of Bruce Gates ("Gates Affidavit") attached as Exhibit 4 to  
20 Plaintiff's Verified Complaint and Application for Issuance of a Temporary Restraining  
21 Order / Preliminary Injunction and fully incorporated herein by this reference  
22 (hereinafter "Exhibit 4"), at ¶ 23 and CWC Wagering Booklet attached thereto as  
23 Exhibit E.

24 50. With Sharon Chartier's knowledge and consent, Mr. Molnick electronically  
25 deposited thirty dollars (\$30.00) in United States currency from Ms. Chartier's  
26

1 MasterCard credit card (xxxx-xxxx-xxxx-3869) in to the CWC wagering account. See  
2 Molnick Affidavit, Exhibit 1, at ¶ 47; see also Affidavit of Sharon Chartier ("Chartier  
3 Affidavit") attached as Exhibit 2 to Plaintiff's Verified Complaint and Application for  
4 Issuance of a Temporary Restraining Order / Preliminary Injunction and fully  
5 incorporated herein by this reference (hereinafter "Exhibit 2"), at ¶¶ 3-4; Gates  
6 Affidavit, Exhibit 4, at ¶ 25.

7 51. The CWC Defendants electronically processed, confirmed and accepted  
8 the transfer, and credited said funds to the CWC wagering account. See Molnick  
9 Affidavit, Exhibit 1, at ¶ 48; see also Gates Affidavit, Exhibit 4, at ¶ 26.

10 52. Thereafter, with Sharon Chartier's knowledge and consent, Mr. Molnick  
11 placed seven (7) bets at one of CWC's Live Casino Roulette tables. See Molnick  
12 Affidavit, Exhibit 1, at ¶¶ 49-50; see also Chartier Affidavit, Exhibit 2, at ¶ 6; Gates  
13 Affidavit, Exhibit 4, at ¶¶ 28-40.

14 53. The CWC Defendants electronically processed, confirmed and accepted  
15 each bet, deducted each wager from the CWC wagering account and, for successful  
16 bets, credited the wagering account accordingly. See Molnick Affidavit, Exhibit 1, at  
17 ¶ 51; see also Gates Affidavit, Exhibit 4, at ¶ 28-40.

18 54. On March 22, 2005, Mr. Molnick reestablished an Internet connection  
19 from his home computer in Henderson, Nevada and remotely accessed operator  
20 Defendant CWC's website. Upon entering the website, Mr. Molnick accessed CWC's  
21 "Game Play History" link to review the status of the March 2, 2005 bets placed from  
22 Henderson, Nevada. See Molnick Affidavit, Exhibit 1, at ¶ 52; see also Gates Affidavit,  
23 Exhibit 4, at ¶ 41-42.

24 55. CWC's Gameplay History included four (4) bets which Mr. Molnick did not  
25 place on March 2, 2005. Specifically, four (4) five dollar (\$5.00) bets were allegedly  
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1 electronically processed, confirmed and accepted by CWC at one of their Roulette  
2 tables (Dealer Ruth) and charged to the wagering account. See Molnick Affidavit,  
3 Exhibit 1, at ¶ 53; see also Gates Affidavit, Exhibit 4, at ¶ 43.

4 56. CWC's Game Play History erroneously states that the first two bets from  
5 the wagering account were (\$5.00) bets that lost and, as such, deducted five dollars  
6 (\$5.00) from the wagering account after each loss (for a total of \$10.00). See Molnick  
7 Affidavit, Exhibit 1, at ¶ 54; see also Gates Affidavit, Exhibit 4, at ¶ 44.

8 57. CWC's Gameplay History erroneously states that the next two bets from  
9 the wagering account were (\$5.00) bets that won and, as such, ten dollars (\$10.00) was  
10 credited to the wagering account after each win (for a total of \$20.00). See Molnick  
11 Affidavit, Exhibit 1, at ¶ 55; see also Gates Affidavit, Exhibit 4, at ¶ 45.

12 58. On April 3, 2005, Mr. Molnick reestablished an Internet connection from  
13 his home computer in Henderson, Nevada and remotely accessed operator Defendant  
14 CWC's Live Casino website. See Molnick Affidavit, Exhibit 1, at ¶ 56; see also Gates  
15 Affidavit, Exhibit 4, at ¶ 47.

16 59. With Sharon Chartier's knowledge and consent, Mr. Molnick then placed  
17 eleven (11) additional bets at one of CWC's Live Casino Roulette tables. See Molnick  
18 Affidavit, Exhibit 1, at ¶ 57; see also Chartier Affidavit, Exhibit 2, at ¶ 8; Gates Affidavit,  
19 Exhibit 4, at ¶¶ 48-76.

20 60. The CWC Defendants electronically processed, confirmed and accepted  
21 each bet, deducted each wager from the CWC wagering account and, for successful  
22 bets, credited the wagering account accordingly. See Molnick Affidavit, Exhibit 1, at  
23 ¶ 58; see also Gates Affidavit, Exhibit 4, at ¶¶ 48-76.

24 61. On April 14, 2005, Mr. Molnick met with a representative from Playtech, a  
25 competitor of the CWC Defendants, and informed Tom Hall, Playtech's representative,  
26

1 that he would be initiating a lawsuit against certain operators for violations of his and  
2 HGN's Patent. *See* Molnick Affidavit, Exhibit 1, at ¶ 59.

3 62. Mr. Hall notified Playtech's counsel of this meeting by e-mail and sent Mr.  
4 Molnick a courtesy copy of that transmission. *Id.* at ¶ 60.

5 63. Upon information and belief, Playtech's counsel was also counsel for  
6 Mr. Anhang. *Id.* at ¶ 61.

7 64. On April 22, 2005, Mr. Molnick reestablished an Internet connection from  
8 his home computer in Henderson, Nevada and remotely accessed operator Defendant  
9 CWC's Live Casino website. *Id.* at ¶ 62.

10 65. At that time, Mr. Molnick was unable to access the CWC wagering  
11 account since, upon information and belief, CWC blocked the account. *Id.* at ¶ 63; *see*  
12 *also* Exhibit G thereto at Screen Images 1 and 2.

13 66. In this regard, upon entering the CWC wagering account e-mail and  
14 password, a message appeared from CWC noting that:

**The country you are connecting from (United States) is in our  
prohibited jurisdiction list. If you think this is incorrect, please  
contact [support@casinowebcam.com](mailto:support@casinowebcam.com).**

15 *Id.* at ¶ 64.

16 67. On April 22, 2005, a twenty dollar (\$20.00) balance remained in the  
17 wagering account. *Id.* at ¶ 65.

18 68. On May 2, 2005, however, Mr. Molnick was unable to access these funds  
19 and, as such, the CWC Defendants have wrongfully converted same for their own  
20 benefit and gain. *Id.* at ¶ 66.

21 69. CWC's websites constitute "interactive gaming" as defined by NRS  
22 463.016425(1). *See* Gates Affidavit, Exhibit 4, at ¶ 80.

23 70. Chris Piche, Eyeball Network, Inc. (a/k/a Eyeball Network Games, Inc.),  
24 Inversiones VC Dos Mil S.A., CasinoWebCam (a/k/a CasinoWebCam.com and  
25  
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1 CasinoWebCam.com Inc.) and CWC Gaming (a/k/a CWCgaming.com and  
2 CWCgaming.com Inc.) are not licensed by the State of Nevada to transact gaming  
3 operations in and/or accept wagers from persons within the State of Nevada, nor have  
4 they applied for same at any time since January 1, 1994. *Id.* at ¶ 81; see also Report of  
5 Locations attached thereto as Exhibit 4-A and fully incorporated herein by this  
6 reference; Affidavit of Kevin C. Finley, Supervisor of the State of Nevada  
7 Gaming Control Board's Tax and License Division, attached thereto as Exhibit 4-C and  
8 fully incorporated herein by this reference.

9       71. By failing to report, pay or truthfully account for and pay the State of  
10 Nevada the \$500,000 license fee required by NRS 463.765, Mr. Piche, Eyeball  
11 Network, Inc. (a/k/a Eyeball Network Games, Inc.), Inversiones VC Dos Mil S.A., and  
12 CWC violated NRS 463.360(2), a category C felony. See Gates Affidavit, Exhibit 4, at  
13 ¶ 82.

14       72. By transacting gaming operations in and/or accepting wagers from  
15 persons within the State of Nevada without first having obtained a gaming license from  
16 the State of Nevada, Mr. Piche, Eyeball Network, Inc. (a/k/a Eyeball Network Games,  
17 Inc.), Inversiones VC Dos Mil S.A. and CWC have also violated NRS 463.750(6), a  
18 category B felony, for each placed bet. *Id.* at ¶ 83; see also NRS 463.750(6) and (7).

19       73. By dealing, operating, carrying on, conducting, maintaining or exposing for  
20 play their interactive gaming web-sites without first having obtained a gaming license  
21 from the State of Nevada, Mr. Piche, Eyeball Network, Inc. (a/k/a Eyeball Network  
22 Games, Inc.), Inversiones VC Dos Mil S.A. and CWC have also violated NRS  
23 463.160(1)(a), a category B felony, for each placed bet. See Gates Affidavit, Exhibit 4,  
24 at ¶ 84; see also NRS 463.360(3).

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1           79. SportingBetUSA electronically processed, confirmed and accepted these  
2 bets. See Molnick Affidavit, Exhibit 1, at ¶ 71; see also Gates Affidavit, Exhibit 4, at  
3 ¶¶ 91-97.

4           80. On May 2, 2005, Mr. Molnick reestablished an Internet connection from  
5 his home computer in Henderson, Nevada and remotely accessed operator Defendant  
6 SportingBetUSA's Live Casino website. At that time, Mr. Molnick was unable to access  
7 the wagering account as it had been deleted from SportingBetUSA's system and the  
8 prior account balance (i.e., \$23.00) had been deleted as well. See Molnick Affidavit,  
9 Exhibit 1, at ¶ 74; see also Exhibit G thereto at Screen Images 3 and 4.

10           81. SportingBet PLC and SportingBetUSA are not licensed by the State of  
11 Nevada to transact gaming operations in and/or accept wagers from persons within the  
12 State of Nevada, nor have they or their principals (Peter Dicks, Mark P. Blanford, Nigel  
13 Payne, Andrew McIver, Sean O'Connor, Brian Harris and Bob Holt) applied for same at  
14 any time since January 1, 1994. See Gates Affidavit, Exhibit 4, at ¶ 103; see also  
15 Report of Locations, Exhibit A thereto; see also Affidavit of Kevin C. Finley, Exhibit C  
16 thereto.

17           82. By failing to report, pay or truthfully account for and pay the State of  
18 Nevada the \$500,000 license fee required by NRS 463.765, SportingBet PLC and  
19 SportingBetUSA violated NRS 463.360(2), a category C felony. See Gates Affidavit,  
20 Exhibit 4, at ¶ 104.

21           83. By transacting gaming operations in and/or accepting wagers from  
22 persons within the State of Nevada without first having obtained a gaming license from  
23 the State of Nevada, SportingBet PLC and SportingBetUSA have also violated NRS  
24 463.750(6), a category B felony, for each placed bet. Id. at ¶ 105; see also NRS  
25 463.750(6) and (7).  
26

1 84. By dealing, operating, carrying on, conducting, maintaining or exposing for  
 2 play their interactive gaming website without first having obtained a gaming license  
 3 from the State of Nevada, SportingBet PLC and SportingBetUSA have also violated  
 4 NRS 463.160(1)(a), a category B felony, for each placed bet. See Gates Affidavit,  
 5 Exhibit 4, at ¶ 106; see also NRS 463.360(3).

6 85. By accepting the foregoing wagers from Henderson, Nevada, each  
 7 offense was consummated within this State and, as such, SportingBet PLC and  
 8 SportingBetUSA violated NRS 465.092, a misdemeanor, for each placed bet. See  
 9 Gates Affidavit, Exhibit 4, at ¶ 107.

10 86. Upon information and belief, SportingBet PLC has induced and is  
 11 inducing infringement of Plaintiffs' Patent by SportingBet PLC's subsidiaries, including,  
 12 without limitation, SportingBetUSA, in violation of 35 U.S.C. § 271(b).

13 **COUNT ONE**  
 14 **(Patent Infringement)**

15 87. Plaintiffs fully incorporate herein by reference all allegations contained in  
 16 Paragraphs 1 through 86 of their First Amended Complaint.

17 88. Defendants, and each of them, have been creating, operating and/or  
 18 maintaining Internet gaming systems and services that infringe, contribute to or induce  
 19 infringement of Plaintiffs' Method Patent, including, without limitation, engaging in  
 20 sports betting, lottery, keno and bingo games.

21 89. Defendants, and each of them, have been and continue to sell, offer for  
 22 sale, and import Plaintiffs' patent method in the United States and in the State of  
 23 Nevada. Defendants, and each of them, have realized significant revenues from  
 24 residents of the United States and the State of Nevada based upon the sale and  
 25 importation of Plaintiffs' patented method. Defendants, and each of them, rely upon  
 26 the benefits and protections of the laws of the United States and the State of Nevada in

1 order to collect money from and to enforce agreements with the residents of the United  
2 States and the State of Nevada who participate in online gaming activities offered by  
3 Defendants. Defendants, and each of them, have invoked the benefits and protections  
4 of the laws of the United States and the State of Nevada in connection with their sale  
5 and importation of Plaintiffs' patented method. Defendants and each of them have  
6 attempted to evade liability for their infringement of Plaintiffs' patented method by  
7 locating portions of their operations offshore so that they may violate the laws of the  
8 United States and the State of Nevada while at the same time attempting to place  
9 themselves beyond the reach of the laws whose benefits and protections they have  
10 invoked. Defendants pay no taxes to the United States or the State of Nevada, while at  
11 the same time enjoying all of the benefits and protections of the laws of the United  
12 States and the State of Nevada. Although the Defendants make millions and millions of  
13 dollars from residents of the United States and the State of Nevada, the Defendants  
14 bear no responsibility for the social consequences that fall upon a certain percentage of  
15 such residents who experience gambling addictions or who unwisely gamble away so  
16 much money that they are unable to support themselves or their families or  
17 dependents, leaving the State of Nevada to pick up the pieces and bear full financial  
18 responsibility while Defendants laugh all of the way to the bank.

19 90. Upon information and belief, Defendants provide software to residents of  
20 the United States and the State of Nevada who utilize Defendants' online gaming sites  
21 that can be downloaded from Defendants' web sites and servers to home computers  
22 located in the United States and the State of Nevada and/or is automatically provided  
23 by Defendants to persons using Defendants' online gaming sites. Defendants supply  
24 or cause to be supplied in or from the United States all or a substantial portion of the  
25 components of Plaintiffs' patented invention, where such components are uncombined  
26

1 in whole or in part, in such manner as to actively induce the combination of such  
2 components outside of the United States in a manner that would infringe the patent if  
3 such combination occurred within the United States. Defendants, and each of them,  
4 have infringed Plaintiffs' patent pursuant to 35 U.S.C. §271(f)(1).

5 91. On information and belief, Defendants provide software to residents of the  
6 United States and the State of Nevada who utilize Defendants' online gaming sites.  
7 Software can be downloaded from Defendants' web sites and servers to home  
8 computers located in the United States and the State of Nevada and/or is automatically  
9 provided by Defendants to persons using Defendants online gaming sites and which  
10 home computers are used by residents of the United States and the State of Nevada.  
11 The software downloaded to computers by Defendants and/or automatically provided  
12 by Defendants is used to perform the patented method claimed in Plaintiffs' patent.  
13 The software downloaded and/or automatically provided to computers by Defendants is  
14 a component of the patented invention supplied or caused to be supplied in or from the  
15 United States and the State of Nevada by Defendants, and is especially made or  
16 especially adapted for use in the invention and is not a staple article or commodity of  
17 commerce suitable for substantial noninfringing use, where such component is  
18 uncombined in whole or in part, knowing that such component is so made or adapted  
19 and intending that such component will be combined outside of the United States in a  
20 manner that would infringe the patent if such combination occurred within the United  
21 States. Defendants, and each of them, have infringed Plaintiffs' patent pursuant to 35  
22 U.S.C. §271(f)(2).

23 92. Defendants, and each of them, have been and continue to import into the  
24 United States or offer to sell, sell, or use within the United States a product which is  
25 made by a process patented in the United States during the term of Plaintiffs' patent.  
26

1 There is no adequate remedy for infringement on account of Defendants' importation or  
2 other use, offer to sell, or sale of such product. Defendants, and each of them, have  
3 infringed Plaintiffs' patent pursuant to 35 U.S.C. §271(g).

4 93. By engaging in the foregoing acts, Defendants, and each of them, have  
5 unlawfully infringed upon Plaintiffs' Method Patent pursuant to 35 U.S.C. § 271,  
6 including, without limitation § 271(f).

7 94. Upon information and belief, such acts of infringement were, and are  
8 continuing to be, committed knowingly, willfully and deliberately.

9 95. By reason of Defendants' conduct, Plaintiffs have been, and will continue  
10 to be, seriously and irreparably damaged unless Defendants are enjoined from  
11 infringing upon Plaintiffs' Method Patent.

12 96. As a direct and proximate cause of Defendants' conduct, Plaintiffs have  
13 sustained, and will continue to sustain, monetary damages in an amount to be proven  
14 at trial and which includes, without limitation, accrued and accruing interest thereon at  
15 the maximum rate allowable by law, until paid in full, Plaintiffs' taxable costs and its  
16 attorneys fees, pursuant to 35 U.S.C. § 285, or otherwise permitted by law, and  
17 enhanced damages up to and including treble damages pursuant to 35 U.S.C. § 284.

18 **COUNT TWO**  
19 **(Declaratory Judgment)**

20 97. Plaintiffs fully incorporate herein by reference all allegations contained in  
21 Paragraphs 1 through 96 of their First Amended Complaint.

22 98. By soliciting bets and accepting wagers from individuals within the State  
23 of Nevada, Defendants have violated NRS 463.160(1) and 465.092.

24 99. By failing to report, pay or truthfully account for and pay the State of  
25 Nevada the \$500,000 license fee required by NRS 463.765, Defendants have violated  
26 NRS 463.360(2), a category C felony.

1           100. By transacting gaming operations in and/or accepting wagers from  
2 persons within the State of Nevada without first having obtained a gaming license from  
3 the State of Nevada, Defendants have violated NRS 463.750(6), a category B felony,  
4 for each placed bet. See NRS 463.750(6) and (7).

5           101. By dealing, operating, carrying on, conducting, maintaining or exposing for  
6 play their interactive gaming web-sites without first having obtained a gaming license  
7 from the State of Nevada, Defendants have also violated NRS 463.160(1)(a), a  
8 category B felony, for each placed bet. NRS 463.360(3).

9           102. By accepting the foregoing wagers from Henderson, Nevada, each  
10 offense was consummated within this State and, as such, Defendants violated NRS  
11 465.092, a misdemeanor, for each placed bet.

12           103. By engaging in the foregoing acts, Defendants have wrongfully used  
13 Plaintiff's Method Patent and Defendant CWC has further improperly used Plaintiff's  
14 Patent License Agreement for unlawful purposes.

15           104. Plaintiffs, therefore, respectfully request that their Patent License  
16 Agreement with the CWC Defendants be declared null and void and, as such, the CWC  
17 Defendants rights be immediately terminated.

18           105. Plaintiffs further requests that the CWC Defendants Sublicense  
19 Agreements with V.O. Group, SA d/b/a G.C.C. Importaciones, SA (MVPCasino,  
20 ToucanCasino, GeckoCasino, PopularPoker, BogartsCasino, BeverlyHillsBookie,  
21 VirtualBookmaker.com, JackpotHour, BetVSI), Hilton Group/Ladbrokes Worldwide  
22 (Ladbrokes), SportingBet PLC (SportingBetUSA), Cherryforetagen AB/  
23 NetEntertainment (Betsson), Easy Commerce Leisure, S.A. (EasyBets and 248Casino),  
24 BetInternet PLC (BetInternet), Vegas Interactive Ltd. (LondonsCasino), Izco  
25 International (LivePalace), LiveCasino.co.il, CasinosEuropa.com, E8casino.com,  
26

1 CasinoEuro.com, 777 Live Casino.com, JX-Game.com, 518Win.com, 9898a.com,  
2 1668win.com, 5151play.com, 85win.com, VIP-123.com and VIP-888.com be declared  
3 null and void, and any continued use thereof by said Defendants and/or parties be  
4 immediately and expressly enjoined in accordance with Plaintiffs' Motion for Issuance  
5 of a Preliminary Injunction.

6 **COUNT THREE**  
7 **(Preliminary & Permanent Injunction)**

8 106. Plaintiffs fully incorporate herein by reference all allegations contained in  
9 Paragraphs 1 through 105 of their First Amended Complaint.

10 107. By reason of Defendants' conduct, Plaintiffs have been, and will continue  
11 to be, seriously and irreparably damaged unless Defendants are preliminarily and  
12 permanently enjoined from infringing upon Plaintiffs' Method Patent.

13 108. Accordingly, Plaintiffs respectfully request that Defendants be preliminarily  
14 and permanently enjoined from: (a) processing and/or accepting any wagers from the  
15 State of Nevada and the United States until further Order of this Court, and (b) altering,  
16 erasing, deleting or destroying any data, information or materials in their possession,  
17 custody and control regarding wagers previously accepted by said Defendants.

18 **COUNT FOUR**  
19 **(Accounting)**

20 109. Plaintiffs fully incorporate herein by reference all allegations contained in  
21 Paragraphs 1 through 108 of their First Amended Complaint.

22 110. Plaintiffs respectfully request that each Defendant be required to provide  
23 a verified accounting of all transactions processed by them through their Live Casinos  
24 from the date of their inception through the present date.

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**COUNT FIVE  
(Breach of Contract)**

111. Plaintiffs fully incorporate herein by reference all allegations contained in Paragraphs 1 through 110 of their First Amended Complaint.

112. Pursuant to Plaintiffs' Patent License Agreement with the CWC Defendants, Defendants Inversiones/CWC were granted a non-exclusive, royalty-free worldwide license to use the Licensed Technology and to grant sub-licenses therein to CWC Resellers, CWC Licensees, and End Users.

113. Pursuant to that Agreement, "CWC Software" was limited to "any software owned or licensed by CWC, which CWC makes generally available to its customers, and which enables CWC and CWC Licensees to provide any games over computer networks to end users, excluding Bingo, Keno, Lottery and all sporting events."

114. The CWC Defendants, however, have, upon information and belief, sublicensed the CWC Software to the remaining Defendants in this action without excluding Bingo, Keno, Lottery and all sporting events therefrom.

115. The CWC Defendants, by failing, refusing and neglecting to exclude these areas from the sublicensed CWC Software, have materially breached the parties' Patent License Agreement.

116. As a direct and proximate cause of the CWC Defendants conduct, Plaintiffs have sustained monetary damages in an amount to be proven at trial, plus accrued and accruing interest thereon at the maximum rate allowable by law, until paid in full, plus Plaintiffs' taxable costs and their attorneys fees.

**COUNT SIX  
(Intentional Interference With Contractual  
Relationships & Business Expectancies)**

117. Plaintiffs fully incorporate herein by reference all allegations contained in Paragraphs 1 through 116 of their First Amended Complaint.

1 118. Defendants, upon information and belief, were aware that the CWC  
2 Defendants were obligated to exclude Bingo, Keno, Lottery and all sporting events from  
3 all sublicensed CWC Software pursuant to Plaintiffs' Patent License Agreement with  
4 the CWC Defendants.

5 119. Upon information and belief, with full knowledge of such contractual  
6 relationships and business expectancies, Defendants intentionally, knowingly and/or  
7 wrongfully interfered with such relationships by, among other things, encouraging the  
8 CWC Defendants to provide and, in fact obtaining, sublicensed CWC Software that did  
9 not exclude Bingo, Keno, Lottery and all sporting events.

10 120. As a direct and proximate cause of Defendants intentional interference  
11 with the aforementioned contractual relationships and business expectancies, Plaintiffs  
12 have sustained and will continue to sustain damages, the precise nature and amount of  
13 which are not now known by Plaintiffs and cannot currently be ascertained by them, but  
14 which exceed the jurisdictional minimum of this Court and will be proved at trial.

15 121. Moreover, unless Defendants are preliminarily and permanently enjoined  
16 from interfering with Plaintiffs contractual relationships and business expectancies,  
17 Plaintiffs will continue to suffer immediate and irreparable harm through the further loss  
18 of valuable goodwill, the loss of the exclusive use to license Bingo, Keno, Lottery and  
19 all sporting events, and permanent damage to critical business development activities  
20 and existing and potential client relationships. In this regard, Plaintiffs damages cannot  
21 adequately be compensated solely through money damages or other legal remedies,  
22 thereby entitling Plaintiffs to equitable relief in the form of an injunction.

23 **COUNT SEVEN**  
24 **(Conversion)**

25 122. Plaintiffs fully incorporate herein by reference all allegations contained in  
26 Paragraphs 1 through 121 of their First Amended Complaint.

1 123. Pursuant to Plaintiffs' Patent License Agreement with the CWC  
2 Defendants, the CWC Defendants were obligated to exclude Bingo, Keno, Lottery  
3 and all sporting events from the CWC Software which was sublicensed to the remaining  
4 Defendants in this action.

5 124. Upon information and belief, the CWC Defendants failed, refused and/or  
6 neglected to do so.

7 125. As a direct and proximate cause thereof, all Defendants have converted  
8 Plaintiffs intellectual property and patent rights for their own use, benefit and gain.

9 126. As a direct and proximate cause thereof, Plaintiffs have also suffered  
10 damages the precise nature and amount of which are not now known and cannot  
11 currently be ascertained by them, but which exceed the jurisdictional minimum of this  
12 Court and will be proved at trial.

13 127. Further, Defendants conduct was and is evil, intentional, grossly improper,  
14 performed with a conscious disregard for Plaintiffs rights and, as a result, Plaintiffs are  
15 entitled to an award of punitive damages.

16 128. Plaintiffs damages, however, cannot adequately be compensated through  
17 remedies at law, thereby further requiring the equitable relief of restitution.

18  
19 **JURY DEMAND**

20 Plaintiffs Molnick and HGN respectfully request a trial by jury.

21  
22 WHEREFORE, Plaintiffs pray for judgment as follows:

- 23 A. For compensatory, consequential and restitutionary damages according  
24 to proof at trial;  
25 B. Accrued and accruing interest thereon at the maximum rate allowable by  
26 law, until paid in full;

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- C. Plaintiffs' taxable costs and its attorneys fees, pursuant to 35 U.S.C. § 285, or otherwise permitted by law;
- D. Enhanced damages up to and including treble damages pursuant to 35 U.S.C. § 284;
- E. For punitive damages in an amount sufficient to punish Defendants and to deter others from such conduct in the future;
- F. All such other and further relief as this Court deems just and proper under the circumstances, including, without limitation, post-judgment attorneys fees and costs.

RESPECTFULLY SUBMITTED this 10<sup>th</sup> day of July, 2006.

Marquiz Law Office  
Professional Corporation

By: Craig Marquiz  
Craig A. Marquiz/Esq.  
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Henderson, NV 89052  
Attorney for Plaintiffs

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**CERTIFICATE OF MAILING**

The undersigned hereby certifies that, pursuant to Fed.R.Civ.P. 5, on the 10<sup>th</sup> day of July, 2006, he transmitted a copy of Plaintiffs' First Amended Complaint, via US Mail, First-class postage prepaid, to the following:

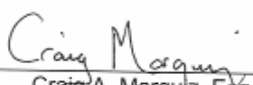
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