

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

David Moore, DBAs: *Imperial Emporium, Iron Crown, Starchild Goods, Fellowship Crafts*,
Plaintiff,

COMPLAINT

17-CV-61100-DIMITROULEAS/SNOW

v.
Games Workshop, Inc., Forge World, Inc.:
Dave Mosner, Kevin Roundtree, Chris Cailor,
Chris Myatt, Elaine O'Donnel, Tom Kirby, Nick
Donaldson, Tanya Milum, Steven Binks, *et al*
Defendants

Action for:
**Fraud, Price Fixing, Tortious Interference,
Violations of Anti-Trust Act, RICO, et al**

FILED BY DR
May 31, 2017
STEVEN M. LARIMORE
CLERK U.S. DISTRICT CT.
S.D. OF FLA. FORT LAUDERDALE

COMPLAINT

Plaintiff, David Moore hereby sues Defendants for violations of the U.S. Law and RICO under 18 & 15 U.S. CODE, including but not limited to Fraud, Price Fixing, Tortious Interference, Breach of Contract, Unjust Enrichment, Restraint of Trade, Conspiracy and Antitrust Violations as follows, and demands Jury Trial, reserving right to amend this *pro se* filing:

JURISDICTION AND VENUE

The Court has jurisdiction over this action pursuant to 15 USC § 1 and § 1331, 18 USC § 1964, and U.S. Code: Title 17 in that this action arises under the laws of the United States of America. Venue is proper in this judicial district pursuant to 18 U.S. Code 1965 and 28 U.S. Code § 1391(b)(2) because Defendants' violations took place via wire, mail and actions in and pertaining to the State of Florida. Plaintiff is at all times relevant a resident of this judicial district.

PARTIES AND ASSOCIATIONS

Plaintiff David Moore, and listed DBAs (herein: **Stores**) is a Retired Disabled Veteran with an LLM in Law. Plaintiff assists various religious and charitable organizations in *pro bono* political advocacy for children's, civil and international human rights. **Stores** has worked in the *Gaming Miniatures Hobby businesses* for near-30 years, working for FASA, Decipher & *White Wolf Publishing*. He owns Miniature Hobby Game Store businesses that have continuously operated, carried, invested, promoted, and built **GW's** product line for some 30-years. **Stores** retains those 30-years of all rights and into the future to sell all **GW** products without interference.

Defendant Games Workshop/FW, Inc., and named agents *et al* (herein: **GW**) in Memphis, TN (foreign-company in England) is the prime global producer of '*Sci-Fi/Fantasy Tabletop Minis Wargames*' -at 80%+ market power -built by retailer **Stores**, et al. **GW** hired others to 'copy' (Read: **STEAL**) existing Intellectual Property to make 'Models-&-Games' out of (like Famed Author Robert Heinlein's "*Space Marine*" Novels, HR Geiger's **ALIENS**, and Tolkien's *Eldar or Dwarves* - not even changing copyrighted *names*). **GW** ever connives to steal from we retailers by illegal *Price Fixing*, with a reputation for misquoting 'copyright laws' to threaten, harass and cheat innocent artists and

NATURE OF THE ACTION

GW feigns a 'accidental' Monopoly on Sci-Fi/Fantasy Wargaming. In fact, they have intentionally re-tasked into a Criminal scheme fronting as a 'game manufacturer' to carry out a racketeering enterprise of organized crime, lies, fraud, misrepresentation, price-fixing, Credit Card/Billing Fraud, intimidation, unfair trade practices, bait-&-switch tactics; and, theft of intellectual property, merchandise and monies - against *their own* distributors and retailers. This architecture of falsehoods and Ponzi is used to manipulate stock prices, that actually have No value outside of their construct of deception. They employ a *Cult* of thralls to foment calumny and economic harm against anyone injured by their unethical violations of law.

For near-20-years **Stores** has been a primary victim of foreign corporation **GW's** illegal lies, fraud, intimidation, price-fixing, theft and racketeering crimes, as more fully detailed hereinafter:

CASE BACKGROUND

- 1) Before owning **stores** Moore worked for **FASA** in support. **FASA** once made '**BattleTech**' -the *Sci-Fi Tabletop Wargame* set in a 31st Century space-empire with warp travel, Dropships, Power-armored gene-modified humans, tracked & hover-tanks - and huge robots w/pilots (name: 'Titan'), with guns, lasers, plasma weapons... It released in 1984.
- 2) In 1987 '**GW**' in England released the SAME essential game: a space-empire starting in the 31st Century with warp travel, Dropships, Power-armoured gene-modified humans, tracked & hover-tanks - and huge robots & pilots (called a 'Titan'), with guns, lasers, plasma weapons...
- 3) Famed Author, Robert A. Heinlen coined a common-law copyright of: **Space Marines** in his his Novels: "Misfits" (1939), "The Long Watch" (1941), and culminating in "Starship Troopers" (1959). **Space Marines** were Heinlen's paragons of human spacefaring military prowess (often combatting voracious, sentient space-insects)!
- 4) So, in 1987 **GW** took Heinlen's *Space Marines* - to add it to **FASA's** game-theme, in a double-theft of others' *intellectual property*. Artist H.R. Geiger teamed with 20th Century Fox, Ridley Scott, & James Cameron, to make films of human-devouring Insectoids: **ALIEN** (1979) and **ALIENS** (1986). In October 1987 **GW** released 'New Rules' with their rip-off **ALIENS**, renamed: *Genestealers-Tyranids - identical* to Geiger's/**FOX's** images and vision.
- 5) So: Heinlen's *Space Marines* battle Geiger's **ALIENS** - in **GW's** game - just like in Heinlen's original *Starship Troopers*! Never legally paid for!
- 6) Prior to stealing these, **GW's** Warhammer game was a 110% rip-off of **J.R.R. Tolkien** - a *Middle Earth* magic/fantasy war of Tolkein's Orcs-Goblins-Trolls-Ogres-Dwarves-Elves, etc. The litany of **GW's** copyright thefts and abuses are endless, from the exact spelling of Tolkein's Eldar - to exact sculpts of **Universal's** Dracula, Frankenstein, Werewolf, & Mummy. **GW's 5-man Terminator Squad** - is a *Xerox* of **FASA's 5-man Elemental Star, et al.**
- 7) **GW's foundation of lies** is contrived merely to carry out blatant restraint of trade, antitrust crimes, tortious interference and unjust enrichment schemes at **Stores'** expense.

AND AS FOR THE FIRST CAUSE OF ACTION: FRAUD

- 8) Plaintiff herein affirms all previous paragraphs 1 - 7 and all hereinafter in his Cause of Action for *Fraud* by Defendant GW, as if set forth again and as more fully set forth hereinafter:
- 9) First, Defendant **GW's** representatives lied to your Plaintiffs stores about important, material facts pertaining to the 'number' of items available and 'value' of said items, causing your Stores to order more items they intend to be valueless - and falsely preventing **Stores** from obtaining key items that were needed by customers.
- 10) Defendant further continually tells lies of omission and half-truths contrived to further deceive Stores and injure his business directly with failed sales and failed receipt of products - ever playing a fraud that: "*gosh - - for some reason the Key product items that your customer base wants are simply 'not available' again - - but I will definitely see what extra I can scare up from other account later this week and get back to you...*". Yet, the GW Website is **THICK** with the 'unavailable product' - that my preorder customers must re-purchase Direct from **GW**.
- 11) Your **Stores** have experienced again and again over this last year that *key figures at GW were planning strategies to pump-and-dump entire product lines - while requiring their entire staff to keep SECRETS and sell, Sell, SELL valueless items to Stores. Stores had no choice but to rely on the seemingly sincere representations of GW when ordering products.*
- 12) Your **Stores'** business, revenue and customer relations were *continually and severely damaged* by GW's revealed scheme-of-fraud, due to lost customer patronage, traffic and purchases due to GW's miasma of lies as more fully set forth in Plaintiff's Affidavit hereafter.

AND AS FOR THE SECOND CAUSE OF ACTION: RESTRAINT OF TRADE

- 13) Plaintiff herein affirms all previous paragraphs 1 - 12 and all hereinafter in his Cause of Action for *Restraint of Trade* by **GW**, as if set forth again and as more fully set forth hereinafter:
- 14) GW more and more blatantly violates Antitrust law to restrain trade of the models they job-out in China - to interfere with Store's ability to do business freely - to *Steal my sales.*
- 15) For near-30-years GW has always maintained that we sellers can "*Set any price we want for the items we wholesale from them (GW)*". Yet, more recently GW 'asked' its retailers "not to have a 'shopping cart' on our websites - since they were adding one to theirs"!? Soon after, without agreement from Stores - GW 'asked' that "advertised prices (on the internet) not be more than 20%-Off MSRP - directly contradicting their previous assurances and our extant long-held Verbal Good-Faith Contract. Later, (unknown to Plaintiff) GW said 15%-off.
- 16) Eventually (and unknown to your Plaintiff **Stores**) GW 'claimed' to have quietly instituted a 'policy' to outright 'prohibit' any/all sales which used internet.
- 17) This would be like tool supplier telling retailers 50-years ago that: "*Customers can buy in your Store - but if they call you on the Telephone - then they HAVE to buy from us direct*".
- 18) GW 'Investor Relations' webpage betrays their criminal intent (as well as socio-pathology to ethics regarding the Great Debt they owe to the America Stores that made them:

“...using our defensible intellectual property, provides us with a considerable barrier to entry for potential competitors: it is our **Fortress Wall**. While our 400 or so Games Workshop stores which show customers how to collect, paint and play with our miniatures and games provide another barrier to entry: our **Fortress Moat**. We have been building our **Fortress Wall** and **Moat** for many years and the competitive advantage they provide gives us confidence in our ability to grow profitably in the future.

We also sell product through more than 4,000 other hobby, game and toy shops...”

19) GW declares (to prospective investors) is scheme fix prices to drive Stores not-so-gradually out of business creating a monopoly, and using contract provisions to keep us out of business.

Their 'Fortress Wall' and 'Moat' are but tools to carry out RICO crimes against stores.

20) Your Stores have been harmed by these economic crimes against Stores by GW. When Plaintiff WARNED GW in writing of their violations - GW sabotaged his access to his own wholesale purchase and orders. GW failed to ship literally *hundreds* of items your Stores bought and PAID for. GW defrauded Stores out of the Shelving that his purchases provided - which they never sent. After not sending the PAID FOR shelving - GW 'cast false aspersions' that his expensively renovated store location was 'not suitable' (due to no product shelves).

AND AS FOR THE THIRD CAUSE OF ACTION: WILLFUL PUMP AND DUMP SCHEME

21) Plaintiff herein affirms all previous paragraphs 1 - 20 and all hereinafter in his Causes of Action for a *Pump and Dump* by **GW**, as if set forth again and as more fully set forth hereinafter:

22) The Defendant's GW are conducting a scheme similar to how penny stock brokers did business before the Securities and Exchange Commission shut them all down.

23) Their aforementioned deceptions and lies manipulate the market to increase demand for little plastic pieces that cost 3-cents to mass-produce. They over-hype product and limit its supply to create the illusion of an over-demand condition. Defendants create pure artificial demand. They pre-sell items to Plaintiff. Then they short Plaintiff **Store's** pre-purchased supply - stealing it back to re-sell *Plaintiff's property* at their absurd 50,000% marked-up prices.

AND AS FOR THE FOURTH CAUSE OF ACTION: CONSPIRACY

24) Plaintiff herein affirms all previous paragraphs 1 - 24 and all hereinafter in his Causes of Action for a *Conspiracy* by Defendant **GW**, as if set forth again and as more fully set forth hereinafter:

25) GW continually used an array of managers, employees and corporate officers to disseminate false information people who acquiesced to commit their price fixing and fraud crimes. All members had a mutual understanding to comply with and undertake an unlawful plan.

26) No one working such a vicious daily scam could claim that 'they were unaware it was wrong'. Conniving, spying, deceiving, LYING, about everything - every day - to people BUYING items with hard-earned money made by Real Work is hardly 'innocuous'. GW is reputed to hire morally-obtuse persons as 'Account Reps'. We with Ethics of any kind are outcast.

27) GW members cooperated together knowingly with a daily con-job against the *entire public* -

AND AS FOR THE FIFTH CAUSE OF ACTION: BREACH OF CONTRACT

- 28) Plaintiff herein affirms all previous paragraphs 1 - 28 and all hereinafter in his Causes of Action for a *Conspiracy* by Defendant **GW**, as if set forth again and as more fully set forth hereinafter:
- 29) On or about 1997 - Plaintiff **Stores** re-entered into a preexisting and purchased account contract with Defendant **GW** for the promotion and sale of their product line. **Stores** has purchased an preexisting game-store (*'Dragon's Den'*) along with its account since 1989.
- 30) . Your **Stores** did all of the significant things that the contract required - with replete promises and assurances that *"we could do anything we want as long as we 'appeared' to comply with any 'irrelevant' written policies or 'terms of service' that may come up in the future"* (wink, wink).
- 31) Defendant **GW** initially and for some time honored its Contractual Obligations and provided product and product support when it desperately needed **Store's** power to Build a brand, including: sending 'outriders' (employees) to Demo and promote Game Events at our Stores, providing a 'store copy' of any new item, consistent delivery of any and **all** ordered or needed product - that was in fact often 'made-to-order' in GW's own supplemental manufacturing plant in Baltimore then in Memphis, and better Honoring of its obligation to the **Store's** customers.
- 32) As the aforementioned record and hereinafter Plaintiff Affidavit shows: Defendant **GW** has resolutely devolved from an enthusiastic Game Company - to a ruthless racketeer engaged in a host of related crimes against their contracted **Store's** and Public in general.
- 33) **GW** has publicly declared that they Do engage in Price Fixing and Restraint of Trade in their *2016 Report to Stockholders*: the 'profits' they discuss access to are my earnings, that sit in my Cash-Registers, and paychecks to my employees' families. This *theft* of my investment, years, time and life-profession is vile criminal presumption by GW.
- 34) Stores formally Demanded-in-Writing a cessation of GW's Crimes - **GW** contrived to render Plaintiff a pariah with calumny and slander to steal his businesses. Several months ago in Summer of 2016, Dave Mosner sabotaged **Store's** ordering capability - and my prices changed to 100%-of-MSRP of all products and items with NO notice, discussion or letter!?!
- 35) GW DESTROYED my businesses selling their product for 20-years at no less than Three retail store locations - with absolutely NO notice, NO discussions, NO letter of any kind.
- 36) In late Summer 2016 two of **Store's** Distributors of products contacted my stores and informed them that *"GW was slandering Plaintiff - threatening that NO Distributor was allowed to sell product to Stores - because (GW claimed) stores was 'counterfeiting' GW's items"!!?!*
- 37) GW rude acts reveal a dangerous lot of criminals with ZERO grasp of right or wrong.
- 38) **GW's** heinous licensing/copyright Fraud to the public must end. They must be punished for their RICO fraud, intimidation, tortious interference against people modestly and legally honoring the spirit and letter of law. GW's Reign-of-Racketeering must cease!
- 39) GW liberally violated even their own *illegal* so-called 'policies' with their sabotage of Plaintiff's business, so, 3 weeks ago on May 5th GW sent Plaintiff's 'e-mail' and unsigned First letter of any kind from GW in an attempt to cover up their wrongdoing. (Exhibit "A")

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