

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

David Moore, DBAs: *Imperial Emporium, Iron Crown Games, Starchild Goods, Fellowship Crafts and Hobbies,*

Plaintiff,

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

AFFIDAVIT IN SUPPORT OF COMPLAINT

17-CV-61100-DIMITROULEAS/SNOW

Action for:

**Fraud, Price Fixing, Tortious Interference,
 Violations of Sherman Anti-Trust Act and
 Racketeer Influenced & Corrupted Orgs. Act,
 & Unfair Trade Practices under 18 & 15 USC**

Your Plaintiff, the Rev. David Moore, hereby swears and affirms the following detailed true statements of fact for the Record, by his own personal witness, knowledge, information and belief and under penalty of perjury in support of the herein *pro se* action:

1. GW announced in 2016 that they were "*Not a game company, but a Model company*". That only exposed them to the Truth of their 'business-model-of-infringement' - so clever lawyers advised them to lie further and say: "*They were a game company*". Of course, they only ever were a 'miniature foundry' of semi-amateur model-makers. Under the U.S. Copyright Code, making a few models ripping-off other copyrights to use in private games as non-profit personal use is allowed - if they don't sell it. But that's not what they do.
2. GW is a Game Manufacturer - not distributor-or-retailer of others' *legally copyrighted* work. Stores (and others not 'GW') are the only correct sellers to any end-user by all means.
3. In America we have a *Free Enterprise & Free Market* system of law *different* than the socialist-base of Europe. Our *Sherman Anti-Trust Act* and the *UCC* insure that companies like GW don't unfairly play/steal all roles. GW violates these Laws against your Stores by continually stealing sales and pre-ordered products from 1,500 American retailers:
 - 3.1. **Stores** was already in the business of promoting Sci-Fi Tabletop Wargaming to fellow Americans for over 20-years - all before **GW** ever came over here to ask your Stores to sell *their models* to MY American Customers.
 - 3.2. Your Stores entered a verbal and good faith agreement governed by U.S. Law to premiere **GW's** manufactured items.
 - 3.3. After **Stores** spent years, Tens-of-Thousands of dollars-and-man-hours building **GW's** business - **GW** monitored Store sales and began 'shorting' key new products customers expected from **Stores** - in order to steal sales with their own Mail Order and 'Official Locations'. **GW** monitored **Store's** sales -and built a Huge **GW**-location just 6-big blocks from **Store's** brick-&-mortar Union Rd. Shop in Buffalo -stealing Plaintiff's years of work, customer base and business.
 - 3.4. **Stores** was near-bankrupted by **GW's** malicious and unethical breaches-of-contract. Indeed, their own so-called 'Policy' dictated that "*they allow no other retailers to carry their line within 5-miles of existing retailers*" - a Lie - like their entire contrived, illegal and ever-mutable false 'policies'. One of Plaintiff's stores Closed - and the other was downsized 2/3rds.
 - 3.5. After less than 2-years - the GW-locations set up to Steal Plaintiff's business - Failed due to incompetence. GW-games suffered regionally for years due to such breaches-of-trust. Stores covered fans after GW's betrayal and exit.
 - 3.6. Stores survived - and eventually **GW** contacted Plaintiff. Marcy Reisel asked us to *Forgive* these past transgressions and Revive our prior hard-promotion of their line - promising NO FURTHER such betrayals. **Stores** resumed.
 - 3.7. Plaintiff again spent Tens-of-thousands of dollars/Man-hours promoting and building a **GW** line focused business, expanding Buffalo and opening a New Store in Fort Lauderdale. Business was growing and the GW-line was benefitting from Plaintiff's work with game club and campus groups as well. Stores even ran GW-painting and modeling classes at Gen-Con (where **GW** has reputedly been...'banned' for their litigious and bad-competition against others companies).

- 3.8. After helping to pull GW's fat out to their fire - **GW** again began 'playing games' with **Stores** products and prices. Products were offered for Confirmed pre-order, money was taken - but Key items were not shipped at all - and the Trade Managers like Dave Mosner started became more conniving - asking strange inquiries into my customers, and more...
- 3.9. Pricing began to mysterious 'change' as well in a transparent bait-and-switch scheme. When **Stores** first started retail - Game Companies sold products to individual retailers for 50%-off simple. Age-old Wholesale/Retail 50%. If you owned Multiple-locations (like Plaintiff) and/or Distributed to other shops - you got 60%-Off. In fact, *Decipher*, *FASA*, and *White Wolf* ALL pre-sold **Stores** items for 70%-Off. **GW** started renegeing on our long grandfathered-in agreements.
- 3.10. GW presumed to steal another 5% - then and additional 10% - right out of our Cash-Registers. They sabotaged American Distributors who Built their ill-gotten business in the first place. Promises were made of called 'Store Support' to make-up the difference, which was arbitrary and nepotistic. I was deceived and charged 30%-off for most 'Hobbit' items.
- 3.11. Eventually, trade-managers became spies and enemies - always seeking to undermine and steal-away retail sales to the **GW** website. Soon, more money was stolen from Retailers like **Stores** when they fabricated a new bait-&-switch called 'Trade Sales' and 'Direct Sales' - unknown to unwitting retailers... **GW** announced that their Pewter figures would be replaced by something called 'finecast'... which really turned out to be an inferior plastic, soon abandoned.
- 3.12. Your Plaintiff was offered the pre-order new 'Eldar Grotesque' models for customers - and I had 4 customers ask for 7 total. I paid - but received a call from Dave Mosner claiming: "Sorry, the website says an individual can only order 3 max". I reminded him that my TWO Retail Stores were not 'individuals' - that I had four *individuals* who preordered them.
- 3.13. He said he couldn't help me - and I contacted his Supervisor. I reminded him I was a Law School graduate - and stealing items I already owned and pre-paid for was simple bait-and-switch - because they wanted me to FAIL my customers so my customers would have to re-purchase from GW direct online - and cut me out of my own Finished Business transaction.
- 3.14. Stores figures were Sent - and then I discovered they Fraudulently charged my Credit Card a higher price. They explained that: "the 45%-off was no for 'these' figures - they were going to be only 35%-off - which I informed them was Fraud, bait-and-switch AND False Billing. I informed them that my contract was 45%-Off for Everything, always. They corrected.
- 3.15. I then received ever annoying and obstructive contact from Dave Mosner -cheating me out of key product. Eventually, He one day declared: "My Long Working Florida Store was being 'shut-off', since it was in a residential neighborhood?!" But he said he would "Still send that shop and customers with product unofficially under the Buffalo store (we were Cheated out of our 'Store Product Support' for *the Florida* location. In fact, your Plaintiff had been looking for a more trafficked location in the Sawgrass Mall area, and so complied with the promise of resumed normal account standing.
- 3.16. **Stores** eventually did find a Shop in Sawgrass Mall to move his **GW** focus store to and informed **GW**.
- 3.17. One Month later as **Stores** was preparing to open - **GW** Violated its own policy again and announced and opening (again) of *their own* GW-location - down a the street from mine where GW had already Shipped me product!
- 3.18. I was already so deep in my 2-decade career that I could not re-fit or abandon my staff and shops and business, so I looked further long and hard - and opened a New Florida location at 1431 Powerline Road in Pompano Beach.
- 3.19. **Stores** also sponsored 'The Compound' in Wilson, NY - and co-opened 'Starchild Goods' in Canandaigua, NY.
- 3.20. Your Plaintiff continued the unending 'bait-&-switch' supply issues with **GW**. **GW** would solicit 'pre-orders' and BILL Credit Card for FULL amount - then, when **Stores** would pre-sell the Owned items to our good customers - **GW** would steal-back most of the pre-paid preorder - and 'short' **Stores** most of their stock. In so doing, **GW** would STEAL my sales, and my customers Directly away from my pre-sold goods - and force them to Buy ONLY on their Website - competing with me.
- 3.21. Plaintiff developed a Huge following of modelers, painters and players of GW's games with my investment and 3 stores. My workers expanded into Social Media to introduce Clubs, charities and student groups to this hobby. So, **GW** tried to shut down all **Stores** business to Steal my work and business for themselves.
- 4.
5. On May 3rd, 2017, **GW** sent a threat-letter (Exhibit "A") confusing **Stores** with other people.
6. The problem in dealing professionally with **GW** is their cult-brainwashing of disinformation: that they 'own/control' ideas and designs they've stolen - and that all the work, ingenuity and profits made by others like your Plaintiff - is also somehow 'theirs' to steal back as well.
7. **GW** trains a sociopath-Cult of gossipers rewarded for calumny they fabricate to undermine any novel marketing success, professionalism or originality like **Store's**:
 - 7.1. **GW** cheapness and exploitation has consistently caused them to fail again and again. GW ignored HUGE Fan-Convention Revenue development several years ago - while events like *San Diego Comic-Con* generates \$135 MILLION in 4-days!

- 7.2. **GW** representatives began a smear-campaign a few months ago against **Stores**. Distributors Alliance and ACD reported: "**GW** informed them NOT sell products to Plaintiff or associates - because Plaintiff sells 'counterfeit' **GW** items"!?
- 7.3. Chris Frye of E-figures informed me of **GW**'s RICO Crimes against **Stores**, revealing to **GW** the stupidity of their slander: "If **Stores** are selling 'counterfeit' items - why would they pay **GW** for dozens of each to sell to their customers?"

- 8.
9. **GW** has a long reputation for idiocy and immature retaliation again *any* private person speaking Truth about their antics. Facebook has a **GW** page for the public - but **GW** ruthlessly ejects anyone stating facts they don't like. They impeding Free Speech - to lie to the public.
10. **Stores**' owned businesses sold **GW** for 20-years via brick and mortar businesses, associated mail order, phone order and occasional online orders before **GW**'s present form existed.
11. **Stores** and similar retailers/distributors BUILT **GW**'s business in America from 'nothing' for over 20+years. Now, **GW** breaks Anti-Trust Laws in an organized crime of *Price Fixing* - to Steal business from us with *their* improper 'Online Sales manipulation'.
12. **Stores** sale options are required to be In-Store, by phone, 'online' and Mail Order to exist.
13. The *Sherman Anti-Trust Act* Mandates **GW** to cease ALL online sales that compete with **Store** as well as to stop misinforming its employees and public that: "they have a 'right' to steal-back OUR public sales via phone, internet, mail-order. Further, **GW** has begun to build 'GW-owned-stores' with favored access - only build their Monopoly and steal more from we retailers.
14. **GW** sells 1-inch-models like the '*Imperial Space Marine*' for \$30.00 retail online, requiring a 'minimum' of \$10 Shipping. **Stores** contacted the V.P. of '*Double-Grand*' (associate of **GW**'s Asian suppliers) and received a Confirmed *quote* of "*3-cents-per-figure*" for *said 1-inch injection molded plastic figures*. **GW** sells mass-produced plastic at 50,000-percent-mark-up! Its not a 100% markup for 6-cents, not a 1,000% for 60-cents - but 50,000% at \$30.00!?
15. Despite their truly *gross profit* **Stores** (and all **Stores** but **GW**'s own) were cheated from buying '*Imperial Space Marine*' figures with our Trade Accounts to sell it to our customers. **GW** opted to **STEAL** our needed retail sales from our Stores that deserved it and had earned it:
 - 15.1. **Stores** protested **GW**'s escalating cheat and damage. **GW** assured that **Stores** (and others) could buy with their Direct account (getting robbed of *another* 10%). **Stores** got replete assurance that he "*would not be inhibited and he could order 'all he wanted' for his 3 Retail Locations, Gaming Clubs, and student groups - first come first served*".
 - 15.2. **GW** began taking automated Orders at Noon - and at 12:00:09 - nine seconds after the option occurred - **Stores** placed its total 120-piece order for All his businesses and customers. The order was Confirmed and the Money Charged and Taken by **GW**. Several *Hours* later - countless more figures were still available until well into evening. In fact, **Stores** later placed a different order for a different store account for Ten of the figures - hours after *owning* its 120.
 - 15.3. **Stores** also Paid-in-Full for *Expedited* 1-2 day Shipping - \$40.00. But, over 2-days later the Order did not appear.
 - 15.4. **Stores** checked his Credit Card - and **GW** had taken the Money (near \$3,000.00) -but the order was not there. Checking the site - there showed no shipment! **Stores** called the Direct Customer Service number - but was given a run-around...!
 - 15.5. Hours later, **Stores** got a strange call from...none other that the infamous *Dave Mosner* (always fomenting a nauseating air of paranoia and disingenuousness). Dave asked: "*How is everything going? Need anything? Is everything OK...?*"
 - 15.6. I told this troublemaker: "*No - don't need anything.*" I was hanging up to avoid his pointless small-talk - when he blurted..."*Hey... did you try to order some Imperial Space Marines?*"
 - 15.7. I responded: "*No - didn't try to order anything. I DID Order -and DO OWN -120 that shipped over 2-days ago - money PAID and Taken by **GW** Direct Sales. No need to 'try' anything*".
 - 15.8. The problem-causing lackey started stuttering: "*Now...I can't sell your that many.*" I told him: "*That's no problem - I don't need you to get me any more - I already GOT my 120 my stores and customers needed, pre-ordered and PAID for. We're all OK here.*" So this rude stooge-crook stole-back my pre-bought product - along with my already Paid money.

17. Virtually all interactions with the 'creeps' in Memphis - who work for the Criminals in England - are some version of the same unending scam, headache and con-job every single day. **Stores** and 1,500 America Game Stores have been fed-up for too long. **GW** takes preorders instructing **Stores** to pre-sell it - then shorting us so our stolen-customers must re-buy direct from them!
18. **GW** competes unfairly with **Stores** by selling on their website - and by opening stores where I have to Steal my customers. **GW** also harasses, intimidates and defrauds my good customers who buy/sell/trade online to illegally *Price Fix* because *they* sell on eBay, Facebook, etc.
 - 18.1. I just bought online items listed **60%-off retail** - allegedly from a 'private person' - yet sent from "**GW NOTTINGHAM**"!
19. Amazon, Wal-Mart, even Sears sells **GW** items online at extreme discount. **GW** associates/employees sell HUGE numbers on eBay, etc. - so conspire to injure others who do.
20. **Stores** has had too many complaints from good customers that "**GW harasses them on eBay or Facebook when they were simply trying to trade/exchange/sell/buy items through their Social-Commercial networks**". **GW** spies illegally harass and sabotage genial fair-market interaction here on America's Internet. 21st century Organized Crime by 'game-geek-gangsters'.
21. **Stores** is admittedly ahead of the curve of **GW** - having developed essential online and Social-Media close-connections and support of gaming groups that **GW** failed to implement. Now **GW** tries to Sabotage-to-Steal my business from my parties who buy/sell/trade on the internet:
22. **GW** has long offered **Stores** and others a dizzying and contrived array of '*wholesale prices*'. Simply put, **GW** boasts that "any-and-every 'employee' (past or present in *any* capacity) receives a 50%-discount off of ANY item they make". All Trade Accounts get 45%-off with a \$2,600-commitment for product - with up to \$1,800 in Free product (thus: \$2,600 buys some (\$5,778+\$1,800)=\$8,378 - nearly 70%-off retail price in such cases.
23. **GW** also offers multi-item discounts. When a store orders '9' of a new item: the 10th is 'FREE'. Annoying 'Dave Mosner' called to offer *Start Collecting Boxes 'Buy-2-get-1-Free'*, so **Stores** agreed to do a stock-check to place an order. Later that week **Stores** placed the Buy-2-get-1-Free Order. Mosner sent it - but, sneakily mischarged for each 3rd-box anyway.
24. **GW's** countless legalistic-abuses are a public embarrassment: **GW** crippled a struggling single-mother over her book: Spot the Space Marine (nothing to do with **GW's** *infringements*). Artists at Chapterhouse Studios was sued by **GW** for their Original 28mm sculptures, like *Mycetic Spores* (usable with their stolen game). **GW Lost**.
25. **GW** wholesale COPIES conventional Real-life designs - then claims them *their own*: The World's most common 'APC/Tank' is the M113. Tanks like those were called 'Rhinos' and other names by soldiers. **GW** just COPIED the M113 to *Exactly*, and called it a 'Rhino'.
26. When a company sells a game (at a 50,000%-mark-up) they sell more than 'figures' and paper. They Sell a Pact - a *Covenant* with Public Trust to uphold and sustain the public's investment in that medium. 107(c) of the U.S. Copyright Code has always held that: "*Rules of a Game are NOT Copyrightable*". Yet, **GW** abuses countless persons discussing or writing about same.
27. Last year **GW** perpetrated its most unconscionable betrayal of implied contracts: ending their 2nd most publicly-purchased game: Warhammer Fantasy Battles (WFB)!?

28. The Public was outraged and disgusted. People posted videos BURNING thousands of dollars of purchased items in protest. All of the Models, Rulebooks, and items were turned valueless. Now GW plots another global *bait-&-switch* with Warhammer 40K - *changing* the actual size/ scale of its new models - to render the presently bought-items soon-obsolete.
29. GW has long contracted a Written Agreement on its website: "*Whatever the reason you can cancel or return any order to us for a full refund, or exchange it for something else. No quibbles and no funny handshakes required.*" Yet this has not at all been honored for the poor public left holding now-worthless game purchases - fully exchangeable for valid ones now.
30. On July 13rd, 2016 your Affiant did File a Criminal Complaint for Credit Card Fraud and theft of funds and owed merchandise against 'Games Workshop', Dave Mosner, Tanya Milum, Chris Cailor, for unauthorized and False charges, bills, and contract fraud (Case Number: 0060200) with Investigator Frank D. Martinez (Badge No.: 3455), and Supervisor M.J. Rosenthal (Badge No.: 5366). Your affiant also filed the Criminal Complaint with a Credit Card Fraud Report to my credit card companies. GW took over 9,000.00 of my money without fulfilling - and your affiant received administrative relief with the return of those fund from GW's accounts.

So Sworn and Affirmed this 31st day of May, 2017,


David Moore, Plaintiff pro se



DAVID MOORE
ModelGIRL
3077 MAIN ST
BUFFALO, NY 14212

Dear David Moore,

Notice of First Violation of Indirect Retailer Minimum Advertised Price Policy

We have discovered that David Moore has placed at least one advertisement that does not comply with the Indirect Retailer Minimum Advertised Price Policy of Games Workshop Retail, Inc. Please note this letter relates only to the advertised price of the Products and that the Policy does not restrict or regulate the price at which you actually sell the Products.

The Policy became effective on May 3rd 2017 and prohibits the use of any form of advertisement reflecting an Advertised Price in respect of any Product which is more than 15% below MRP for such Product.

We recognize that you are free to establish your own actual sale price in respect of the Products. In addition, we understand that mistakes can happen and ask that you be careful to adhere to the Policy as it relates to advertising Games Workshop Products. We wanted to alert you to the confirmed violation of the advertising restrictions of the Policy and to explain that any further violation may result in Games Workshop revoking your authorization to purchase and/or sell the Products and adding your details to its Non-Approved Retailers List which comprises of Retailers to which Games Workshop's Authorized Distributors may not sell Products.

We are committed to the lawful uniform enforcement of the Policy. The only individual authorized to answer questions regarding this notice or the Policy is our Minimum Advertised Price Policy Administrator who can be contacted on GWMAPP@gwplc.com.

Please note that the Policy is not subject to negotiation or discussion and we are not seeking your agreement. We are confident that the Policy will support Retailers in furtherance of achieving the goals of protecting the image and reputation of Games Workshop, promoting the Games Workshop brand and providing excellent resources that are key to maintaining the hobby culture for game enthusiasts. We hope that the Policy will prove beneficial to your business as well.

Where terms are capitalized in this letter they shall be as defined in the Indirect Retailer Minimum Advertised Price Policy.

Yours faithfully

Games Workshop Retail, Inc.

Exhibit "A"

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

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Games Workshop, Inc., Forge World, Inc.:
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Defendants

Action for:

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

VERIFICATION

The Rev. DAVID MOORE, being duly sworn, deposes and says that he is the Plaintiff *Pro Se* herein, and that she has rendered the foregoing and attached NOTICE, COMPLAINT, VERIFIED COMPLAINT in AFFIDVIT IN SUPPORT of CLAIM, and knows the contents thereof, and hereby swears under penalty of perjury that the factual statements made herein are true to by own personal witness, knowledge and belief, except for those matters stated upon information and belief, and as to those matters he believes them to be true.

So SWORN this 31st day of May, 2017


Rev. David Moore, *pro se*