

THE HONORABLE THOMAS S. ZILLY

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

HARMONY GOLD U.S.A., INC.,

Plaintiff,

v.

HAREBRAINED SCHEMES LLC,  
HAREBRAINED HOLDINGS, INC.,  
JORDAN WEISMAN, PIRANHA GAMES  
INC., INMEDIARES PRODUCTIONS, LLC,  
and DOES 1–10,

Defendants.

CASE NO. 2:17-CV-00327-TSZ

AMENDED COMPLAINT

Plaintiff Harmony Gold U.S.A., Inc. (“Harmony Gold”) alleges as follows:

**PARTIES**

1. Plaintiff Harmony Gold U.S.A., Inc., is a California corporation with its principal place of business in Los Angeles, California.

2. Defendant Harebrained Schemes LLC is a limited liability company formed under the laws of the State of Washington with its principal place of business in Kirkland, Washington.

3. Defendant Harebrained Holdings, Inc., is a corporation formed under the laws of the State of Washington with its principal place of business in Bellevue, Washington. On information and belief, Harebrained Holdings, Inc., does business under the name Harebrained

1 Schemes. (Harebrained Schemes LLC and Harebrained Holdings, Inc., are referred to  
2 collectively as “Harebrained Schemes”).

3 4. Defendant Jordan Weisman (“Weisman”) is an individual who, on information and  
4 belief, resides in Bellevue, Washington. On further information and belief, Weisman is the CEO  
5 and registered agent for Harebrained Schemes LLC, and is a governor of Harebrained Holdings,  
6 Inc. Weisman is the moving, active and conscious force behind Harebrained Schemes; has  
7 directed and controlled the activities of Harebrained Schemes complained of herein; has  
8 participated in, assisted in and/or is responsible for the conduct alleged herein; and entered into  
9 the Settlement Agreement with Harmony Gold at issue in the breach-of-contract claim set forth  
10 in this Complaint.

11 5. Defendant Piranha Games Inc. (“Piranha Games”) is a corporation created under  
12 the laws of British Columbia, Canada, with its principal place of business in Vancouver, British  
13 Columbia, Canada.

14 6. Defendant InMediaRes Productions, LLC, is a limited liability company formed  
15 under the laws of the State of Washington, with its principal place of business in Lake Stevens,  
16 Washington. On information and belief, InMediaRes Productions, LLC, operates the imprint  
17 game production company Catalyst Game Labs, and hereinafter is referred to as “Catalyst Game  
18 Labs”.

19 7. On information and belief, Does 1–10 (collectively, the “Doe Defendants”) are  
20 individuals and business entities who have participated or assisted in the conduct alleged herein  
21 or are otherwise responsible therefor. The identities of these Doe Defendants presently are not  
22 and cannot be known to Harmony Gold, but these persons and/or entities will be added as named  
23 defendants to this action as and when they are identified (collectively, Harebrained Schemes  
24 LLC, Harebrained Holdings, Inc., Weisman, Piranha Games, Catalyst Game Labs and the Doe  
25 Defendants are referred to herein as “Defendants”).

**JURISDICTION AND VENUE**

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2 8. This Court has jurisdiction because (i) this action arises under the Copyright Act,  
3 17 U.S.C. § 101 *et seq.*, and jurisdiction is specifically conferred by 28 U.S.C. §§ 1331 and  
4 1338(a); and (ii) this is an action between citizens of different states in which the value of the  
5 amount in controversy exceeds seventy-five thousand dollars (\$75,000.00), exclusive of interest  
6 and costs, jurisdiction being conferred in accordance with 28 U.S.C. § 1332. Jurisdiction for the  
7 Washington State common law claim is conferred in accordance with the principles of  
8 supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a).

9 9. Venue is proper in this Court under 28 U.S.C. § 1391(b)(1) in that Defendants  
10 Harebrained Schemes LLC, Harebrained Holdings, Inc., Weisman and Catalyst Game Labs  
11 reside in this judicial district. Venue is proper under 28 U.S.C. § 1391(c)(3) in that Defendant  
12 Piranha Games is a foreign resident based in Vancouver, British Columbia, Canada, and on  
13 information and belief there is no other judicial district in which venue would be more  
14 appropriate. Venue is also proper under 28 U.S.C. § 1391(b)(2) as a substantial part of the events  
15 or omissions giving rise to the claims herein occurred in this judicial district.

**FACTS**

**Harmony Gold and the History of “Robotech”**

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18 10. This case involves animated giant warrior robots. In about 1980, Japan-based  
19 Tatsunoko Production Company, Ltd. (“Tatsunoko”), created a series of original warrior robots  
20 and incorporated them into an animated television series in Japan named “Macross.” Tatsunoko  
21 was the exclusive owner and producer of the Macross television series in Japan.

22 11. In the 1980s, Tatsunoko produced two additional animated television series in  
23 Japan that incorporated its futuristic warrior robots — “Mospeada” and “The Southern Cross”—  
24 for which it was also the exclusive owner in Japan.  
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1           12.     In 1984, Tatsunoko granted entertainment production company Harmony Gold an  
2 exclusive license to adapt the Macross, Mospeada and The Southern Cross series for a television  
3 series in the United States, which Harmony Gold named “Robotech.” In 1985, the first of 85  
4 episodes of the Harmony Gold-produced Robotech animated series aired in the United States.  
5 (Hereinafter, all of Harmony Gold’s Macross, Mospeada, The Southern Cross and Robotech  
6 shows, characters, products and derivative works are referred to as “Robotech.”)

7           13.     Tatsunoko also granted Harmony Gold an exclusive license to market in the  
8 United States products incorporating Robotech warrior robots, such as books, toys, video games,  
9 films, comic books and apparel. Harmony Gold possesses this exclusive license to this day.


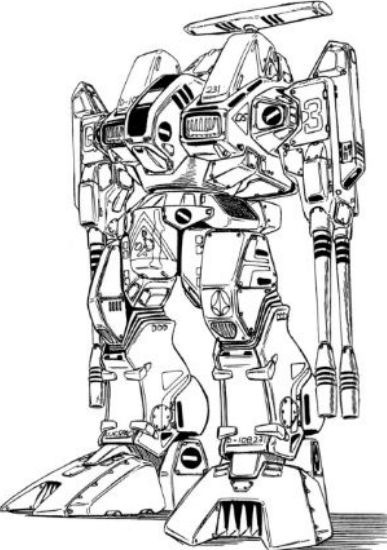
10          14.     Harmony Gold and Tatsunoko are owners of a large portfolio of United States  
11 Copyright Registrations for animated programs, books, comic books and other materials  
12 incorporating images of the Robotech warrior robots, including the following:

- 13           • “Macross: Booby Trap” (PA 252,486); February 7, 1985 registration date
- 14           • “Mospeada” (PAu 740,321); March 28, 1985 registration date
- 15           • “Southern Cross” (PAu 740,322); March 28, 1985 registration date
- 16           • “Macross” (PAu 740,323); March 28, 1985 registration date
- 17           • “Robotech” (PA 260,432); August 22, 1985 registration date
- 18           • “Robotech II: The Sentinels” (PA 370,656); August 11, 1987 registration date
- 19           • “Robotech II: The Sentinels; Episodes 1, 2 and 3” (PAu 1,117,191); August 11, 1987  
20 registration date
- 21           • “Robotech 3000” (PAu 2,415,945); May 26, 1999 registration date

22 The certificates for these registrations are attached as Exhibit A.

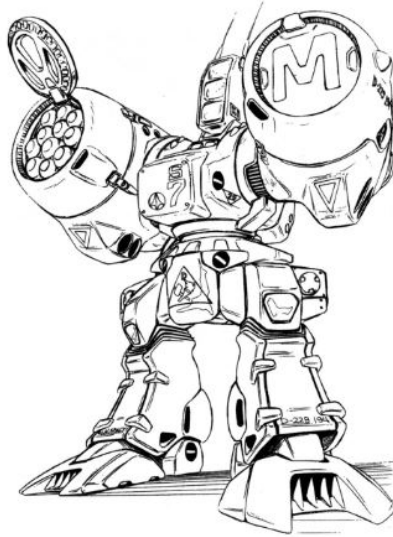
23          15.     The warrior robots depicted in the Robotech copyright registrations owned by  
24 Harmony Gold include, but are not limited to, the following:

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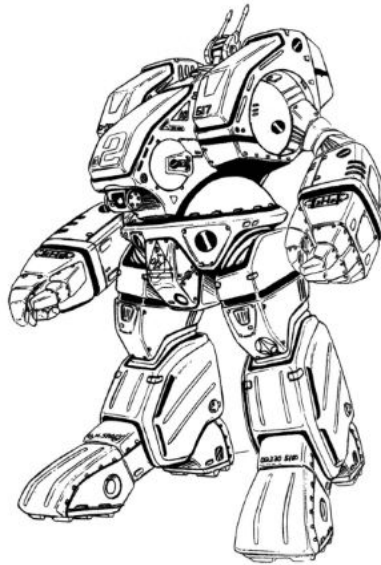
Robotech Warrior Robot Name	Robotech Warrior Robot Image
Armored Valkyrie	
Destroid Defender	

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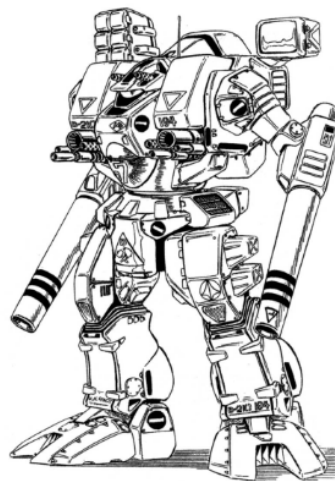
Destroid Phalanx



Destroid Spartan



Destroid Tomahawk



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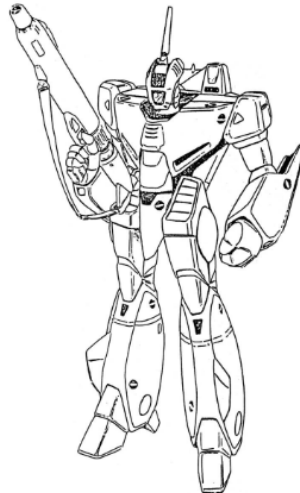
Officer's Pod (Glaug)

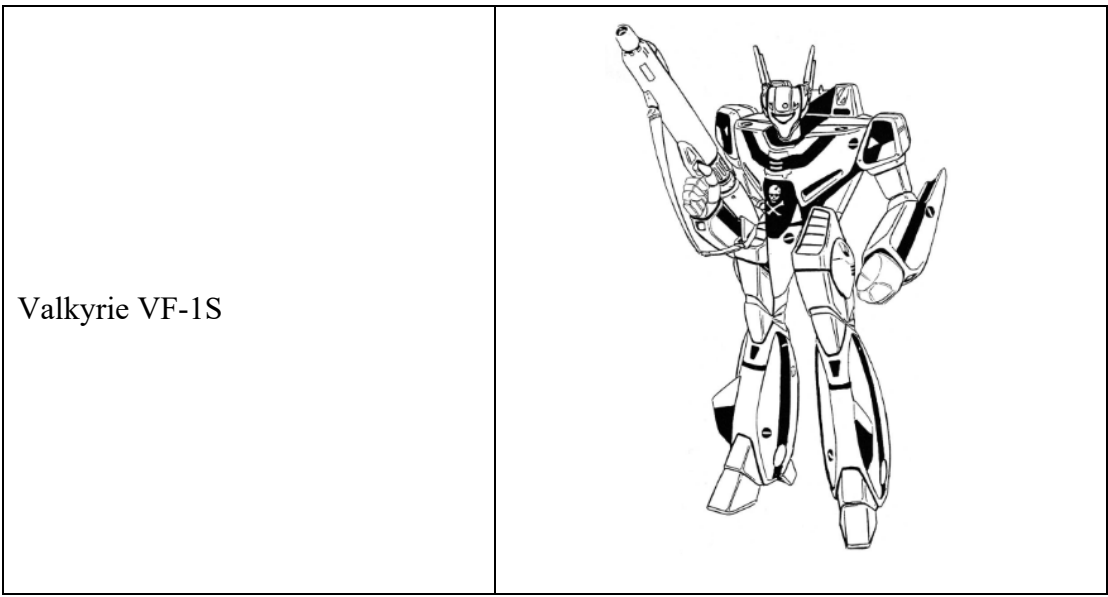


Super Valkyrie



Valkyrie VF-1A





10 16. Harmony Gold has the exclusive right to make copies of, distribute, publicly  
11 perform, display and make derivative works of the Robotech warrior robots in the United States.

12 Harmony Gold’s Prior Litigation Against Weisman

13 17. In 1995, Harmony Gold filed a copyright infringement and unfair competition  
14 complaint against FASA Corporation, which was owned by Weisman, and Virtual World  
15 Entertainment for infringement of the Robotech copyrights by the warrior robot designs in the  
16 defendants’ “BattleTech” virtual reality computer games, role playing games, merchandise and a  
17 planned animated television series and toy line.

18 18. This prior litigation concluded when the parties agreed to a “Settlement  
19 Agreement and Mutual General Release” (the “Settlement Agreement”), which had an effective  
20 date of December 19, 1996, and to which Weisman was a signatory. In addition to agreeing to a  
21 monetary payment, Weisman and his co-defendants agreed that they would not “make any use,  
22 and will not authorize [their] licensees to make any use, of the visual design images of the twelve  
23 (12) Battlemechs listed below except as provided in this agreement.” These 12 “Battlemechs”  
24 include those detailed below in Paragraph 28, which presents side-by-side comparisons of  
25 Harebrained Schemes’ and Weisman’s current warrior robot designs and the corresponding  
Harmony Gold Robotech designs. Weisman also agreed to the entry of a permanent injunction



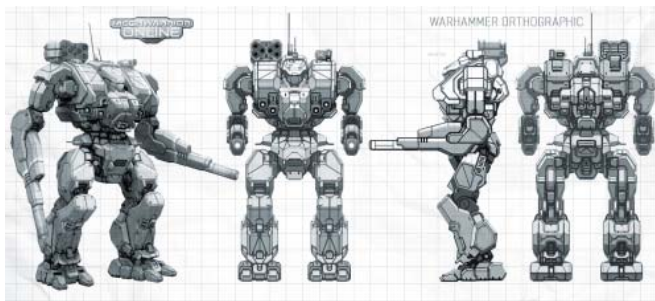
1 and acknowledged that violating the use restriction would cause Harmony Gold “irreparable  
2 harm.” Further, Weisman agreed that he would not “contest, nor [would he] assist any other  
3 person or entity in contesting, Harmony Gold’s exclusive ownership worldwide, excluding  
4 Japan,” of the Robotech merchandising rights. This Settlement Agreement is confidential, and  
5 therefore has not been attached to this Complaint.

6 Current Unauthorized Copying by Defendant Piranha Games

7 19. Defendant video game production company Piranha Games developed and  
8 distributes an online game named “MechWarrior Online” incorporating warrior robots, which it  
9 calls “A BattleTech Game.” In May 2013, Piranha Games submitted a proposed design to  
10 Harmony Gold for an animated warrior robot for use in MechWarrior Online to get an opinion  
11 from Harmony Gold if this new design infringed Harmony Gold’s Robotech copyrights.  
12 Harmony Gold determined that Piranha Games’ design was derivative of its copyrighted  
13 Destroid Tomahawk warrior robot, and Harmony Gold’s outside counsel sent an e-mail to  
14 Piranha Games’ founder and president Russ Bullock informing him of that decision. On  
15 information and belief, Piranha Games never used this proposed 2013 design.

16 20. Later in May 2013, Mr. Bullock sent another proposed design for a MechWarrior  
17 Online warrior robot to Harmony Gold’s counsel. Harmony Gold determined that Piranha  
18 Games’ new design was derivative of Harmony Gold’s copyrighted Zentradei OBP warrior  
19 robot, and therefore infringed Harmony Gold’s registered copyrights. Harmony Gold’s counsel  
20 again informed Mr. Bullock of that determination via e-mail. On information and belief, Piranha  
21 Games never used this other proposed 2013 design.

22 21. In July 2016, Harmony Gold discovered infringing images that were derivative  
23 works of its Destroid Tomahawk warrior robot featured on the website of Catalyst Game Labs, a  
24 purveyor of board games. A blog post from Catalyst Game Labs reads, “It’s been an absolute  
25 blast working withy [sic] Matt Newman, Russ Bullock (and of course their whole great team)  
generating these lore vignettes.” The following image of the infringing robot warriors appeared  
on the blog post by Catalyst Game Labs:



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6       22.     Harmony Gold’s counsel immediately e-mailed Mr. Bullock regarding this  
7 infringement, and in his response Mr. Bullock admitted that Piranha Games had developed these  
8 warrior robot designs, and that Catalyst Game Labs created fan fiction around these designs. He  
9 also wrote: “At Piranha we make no claim to any use or legal right to the Robotech Macross  
10 designs that are owned by Harmony Gold.”


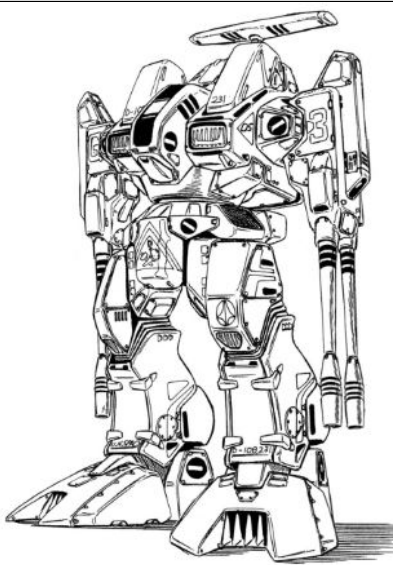

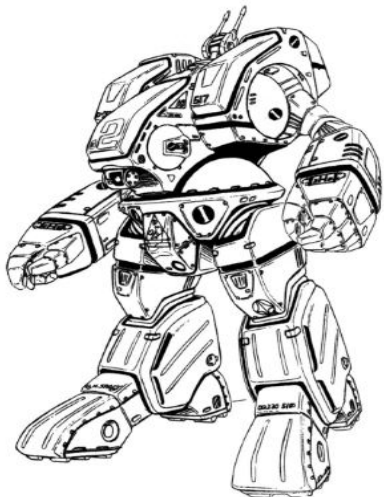
11       23.     Despite Mr. Bullock’s admission that Piranha Games does not have the right to  
12 use Harmony Gold’s copyrighted Robotech designs, Piranha Games is doing exactly that without  
13 Harmony Gold’s permission. Piranha Games operates a website for its MechWarrior Online  
14 game at [www.mwomercs.com](http://www.mwomercs.com). On this site, Piranha Games displays the following images of  
15 robot warriors that infringe Harmony Gold’s copyrights and that appear to be used in the  
16 MechWarrior Online game:

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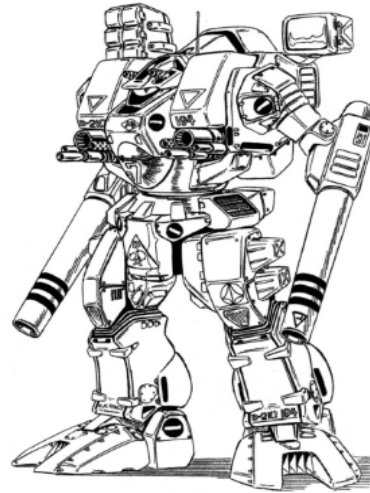
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Piranha Games' Infringing Image	Harmony Gold's Copyrighted Image
 <p data-bbox="228 919 373 961">(Rifleman)</p>	 <p data-bbox="824 835 1084 877">(Destroid Defender)</p>
 <p data-bbox="228 1713 344 1755">(Archer)</p>	 <p data-bbox="824 1556 1065 1598">(Destroid Spartan)</p>

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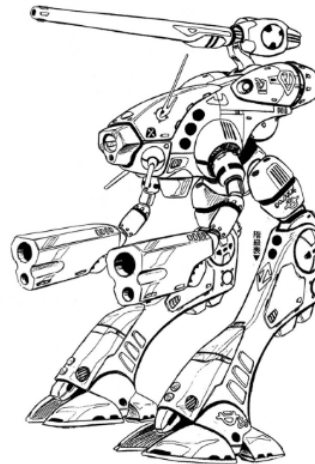
(Warhammer)



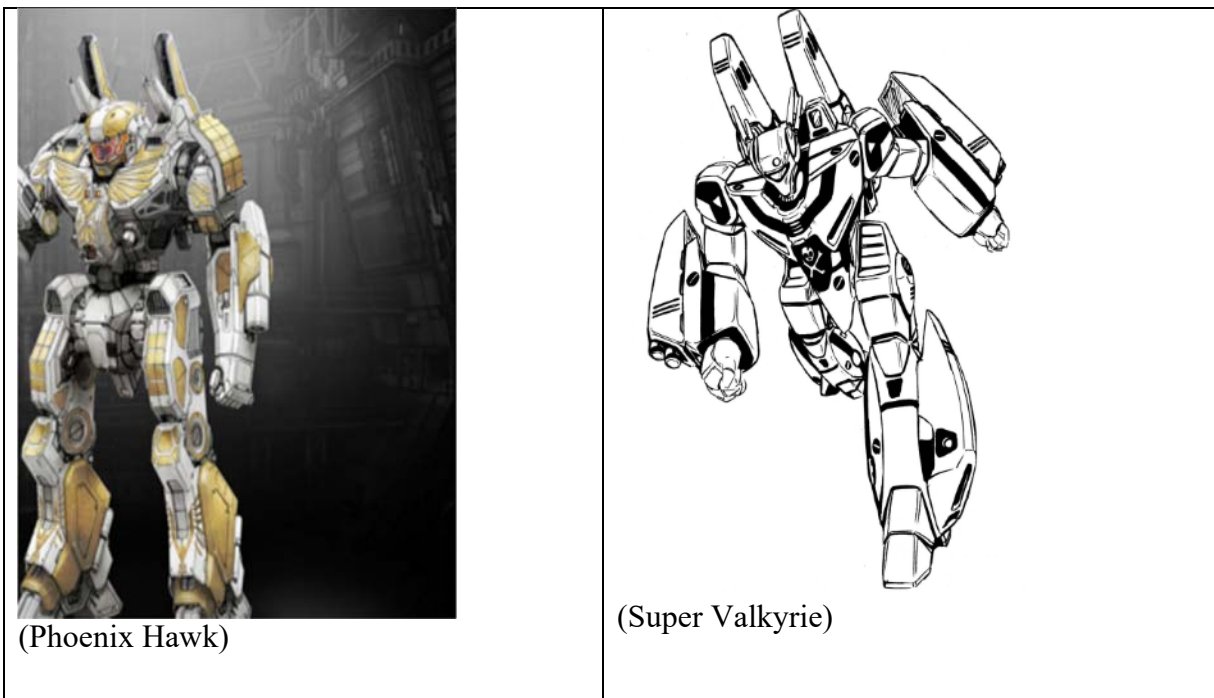
(Destroid Tomahawk)



(Marauder/Marauder IIC)



(Officer's Pod/Glaug)



24. On October 3, 2016, Harmony Gold’s counsel sent a letter to Mr. Bullock and Weisman (as MechWarrior Online is branded as “A BattleTech Game”), demanding that this infringement stop, and demanding that Mr. Bullock and Weisman disclose the relationship between Piranha Games and Harebrained Schemes for the creation of MechWarrior Online. Piranha Games retained U.S. counsel and denied that the robot warriors in MechWarrior Online infringe Harmony Gold’s copyrights.


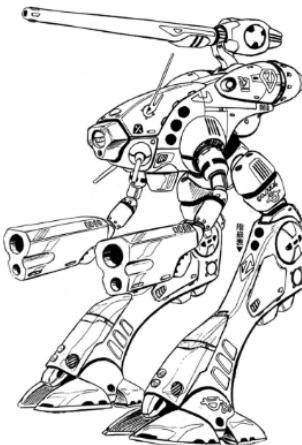


25. To this date, Piranha Games’ infringement continues.

Current Unauthorized Copying by Defendants Harebrained Schemes and Weisman

26. Defendant video game production studio Harebrained Schemes is in the process of developing a new PC video game named “BattleTech.” The BattleTech website at [www.battletechgame.com](http://www.battletechgame.com) reads, “Jordan Weisman, the creator of BattleTech and MechWarrior, is back with the first turn-based BattleTech game for PC in over two decades. BATTLETECH will feature modern turn-based combat, PVP multiplayer, and a story-driven, Mercenaries-style campaign set in the 3025 era of the BattleTech universe.”

27. Harebrained Schemes held two crowdfunding campaigns for its BattleTech game. As of April 28, 2017, its Kickstarter campaign had raised \$2,785,537.13 from 41,733 backers, and its BackerKit campaign had raised \$433,058.95 from 49,404 backers.

28. On its websites at [www.harebrained-schemes.com](http://www.harebrained-schemes.com) and [www.battletechgame.com](http://www.battletechgame.com), Harebrained Schemes displays the following images of robot warriors that infringe Harmony Gold’s copyrights. On information and belief, these are depictions of the warrior robots that will be featured in the upcoming BattleTech video game:

Harebrained Schemes’ Infringing Image	Harmony Gold’s Original Image
	 <p data-bbox="831 1215 1114 1251">(Officer’s Pod/Glaug)</p>
	 <p data-bbox="831 1835 1089 1871">(Armored Valkyrie)</p>



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29. Joe DiNunzio, Chief Financial Officer for Harebrained Holdings, Inc., responded on November 7, 2016, to the October 3, 2016, letter from Harmony Gold’s counsel described above in Paragraph 24. In that letter, he claimed that, “Our use of these designs and images is solely through licenses we have obtained from Piranha Games. Our relationship with Piranha Games is solely as a licensee of certain intellectual property.”

30. Subsequently, on November 18, 2016, counsel for Weisman and Harebrained Schemes responded to the October 3 letter from Harmony Gold’s counsel as follows:


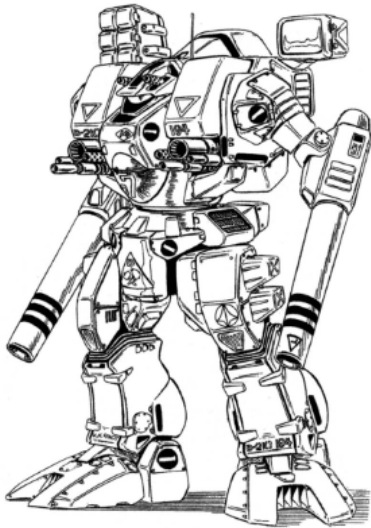
HBS entered into a license agreement with Piranha Games to license certain content for use in a HBS game. We have certain confidentiality obligations with respect to the license agreement so we cannot comment as to specific details. However, we can say that the license agreement makes general commitments about Piranha’s rights in the licensed materials provided to HBS, but that the parties did not specifically address the ownership of the 2016 designs.

31. To this date, Harebrained Schemes’ and Weisman’s infringement continues.

Current Unauthorized Copying by Defendant Catalyst Game Labs

32. Catalyst Game Labs produces a board game and roleplaying game named “BattleTech.”

33. For its BattleTech game, Catalyst Game Labs develops, releases, distributes and sells sourcebooks to create new playing scenarios for players of the game. In 2016, Catalyst Game Labs released a BattleTech sourcebook named “Combat Manual: Mercenaries.” This sourcebook contains numerous images of robot warriors that infringe Harmony Gold’s copyrights, including the following:

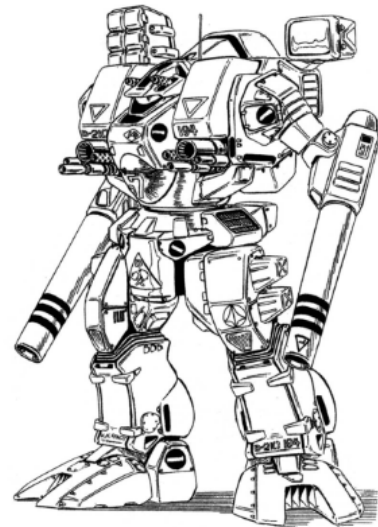
Catalyst Game Labs’ Infringing Image in Combat Manual: Mercenaries	Harmony Gold’s Copyrighted Image
	 <p>(Destroid Tomahawk)</p>



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(Officer's Pod/Glaug)



(Destroid Tomahawk)

**HIRING HALLS**

district maintains its own Class Five arena, the premier venues for BattleMech duels in the Inner Sphere. Lesser arenas dot the world, but every MechWarrior strives to feast in the widely broadcast fights scheduled in these foremost arenas. Fortunes are made and lost in the arenas, both by those fighting and those betting—and loss of life is all common in both groups. Still, the warriors fight to become Champions, seeking the wealth and universal fame that accompany the title.

The Game World has long been a choice location to hire mercenaries. However, until Galatea or Outreach, many of those available for hire on Solaris VII are individual warriors rather than full mercenary commands. They possess greater independence and are more likely to breach contracts than their brethren of greater experience. That does not mean that the quality of those available for hire on Solaris is lacking. On the contrary, the skill required to succeed in the arenas places those with winning records in high demand. Employers must realize that they might be getting a prima donna, rather than a dove and dirty warrior.

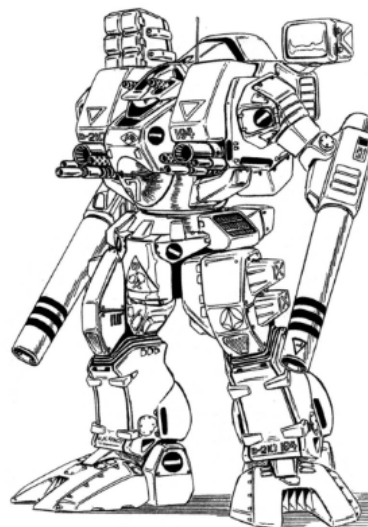
**HOUSE KURITA**

The Death of Mercenaries edict remains in effect. Despite some slight easing in relations toward mercenaries known to comport themselves with honor, a response to Theodore Kurita's public statements, Coordinator Sakaki Kurita has refused to end the policy. Mercenaries should avoid Combine territory at all costs; any who are captured can expect summary execution at best. There will be no offer or acceptance of ransoms, nor repatriation of prisoners. A few minor exceptions have been reported, notably when a corporation hires a mercenary command to secure its assets. In these cases, the employer takes great pains to repair the command's units and place the corporate logo on them to prevent any potential difficulties with local DCMS units. Further, some planetary governments have hired small commands to defend their worlds. These commands have survived only because the Combine views the worlds as strategically unimportant and has focused their own troops elsewhere.

**LESSER HIRING HALLS**

In addition to the major hiring halls of Galatea, Outreach, and Solaris VII, there are a number of lesser hiring halls which attract the less savory members of the profession. Whether they are wanted criminals in the nations where the other hiring halls are located and must seek work on the edge of civilization, or simply hit hard times and failed to complete their last few contracts, the quality of troops available for hire on these worlds is very much lacking compared to those found in the major hiring halls.

**BASED ON DESTROID TOMAHAWK**

(Destroid Tomahawk)

**DEREK'S DEVILS**

Hudson's Red Devils began serving the Magistracy of Canopus in 3007, until a serious defeat in the Andurien-Canopus invasion of the Capellan Confederation killed commanding officer Colonel Dirk Hudson. This led to a major dispute among the ranks of the Red Devils; since Hudson's son Derek was not the ranking officer, Major Bradrick Morgenstern assumed command of the Red Devils. His command style was harsh and unforgiving. After eliminating a great number of Red Devils MechWarrior Captains, Derek Hudson and his company eventually split from the Red Devils in 3045 and formed Derek's Devils.

The Devils were immediately hired by the Magistracy, mainly in recognition of his father's long and honorable service. Morgenstern's renowned slayers left for Tauan service, eventually being ground down to nothing thanks to a lack of employer support services. Meanwhile, the Devils endeared themselves to the people of Duniashire after catching raiders before they could escape with captive they intended to sell into slavery. Hudson himself killed the pirate leader and weathered tremendous incoming fire from the pirate Dropship to disable it on the ground as its engines lit up. The Devils handle threats from Luxon to Dalmair Majoris from their Duniashire base. Their infantry is well-known for kneecapping and capturing Mechs, a practice that has added a second company to the Devils and allowed Hudson to assume the rank of major.

**DEREK'S DEVILS**

The Devils are two companies of differing character. First Company contains primarily heavy and assault Mechs and is made up of former Red Devils MechWarriors. Second Company, by contrast, is an eclectic mix of light, medium, and heavy Mechs salvaged from enemy raiders. Hudson groups them together in as sensible a fashion as possible, but their differing speeds and armaments prevent Second Company from specializing in any particular tactics.

**Experience Rating:** Regular

**Force Composition:** 2 Mech companies. At least 50 percent of First Company must comprise heavy and assault (Size 3 and 4) Mechs. First Company Assault Lancers may receive the Street Fighter SPA instead of the Demolizer or Multi-Tasker Bonus Ability. Second Company must have at least 1 light, medium, and heavy (Size 1, 2, and 3) Mech in each lance, with no assault (Size 4) Mechs in any lance.

**VOID DEVILS**

The Devils' aerospace squadron is entirely made up of light fighters. Captain Michelle Simpson ensures the fighters never carry bombs, preferring to strafe the enemy.

**PILOTS**

The Devils' pilots who are reckless in their assault on enemy Mechs. Their losses are minimal thanks to intense training.

**Experience Rating:** Veteran

**Force Composition:** 1 infantry battalion

**Major Derek Hudson**

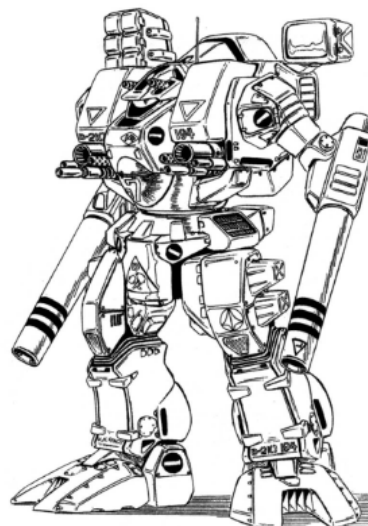
Derek Hudson's preference for melee combat is well known among pirates operating in and around Canopian space. His armor routine requires extensive replacement after wading through enemy fire, engage in physical combat.

**MAJOR DEREK HUDSON**

Unit Type	SR	TP	SE	MY	THR	SWL	OV	AVS	Specials
Average AWS-40	2	20	4	6	1	300	0	45	The

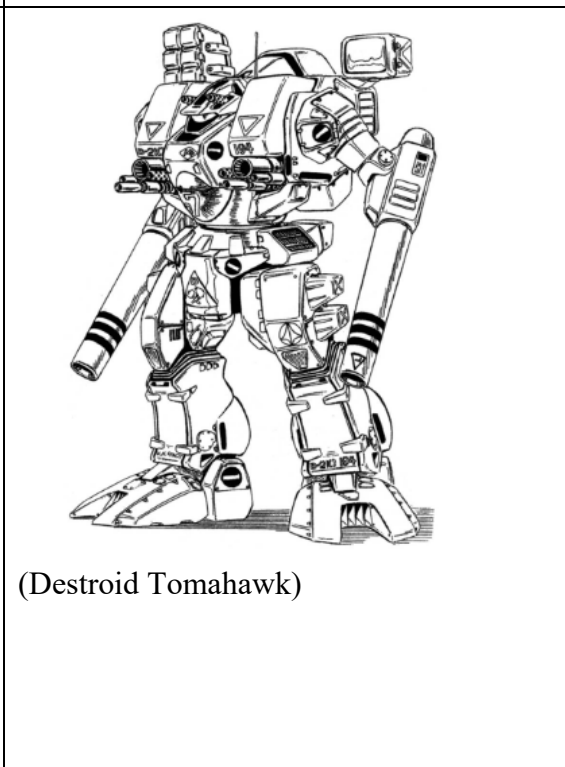
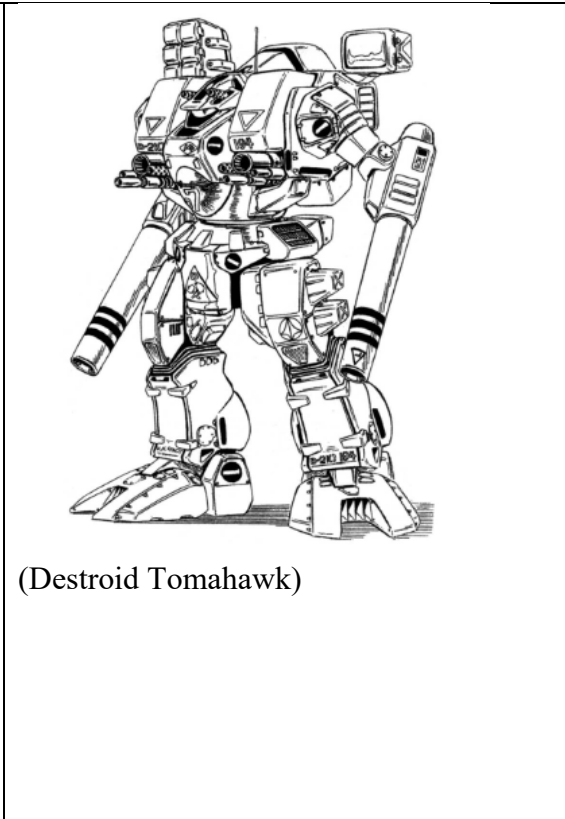
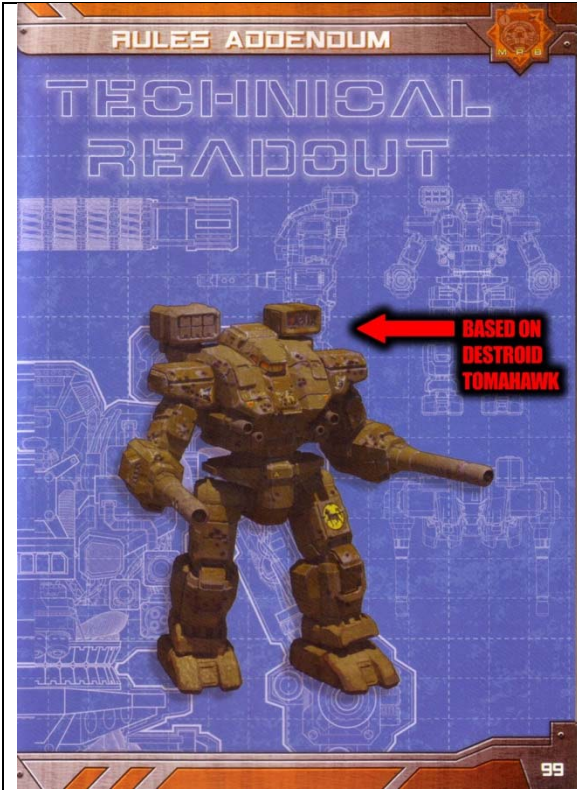
**Special Pilot Abilities:** Combat Intuition, Melee Specialist

**BASED ON DESTROID TOMAHAWK**

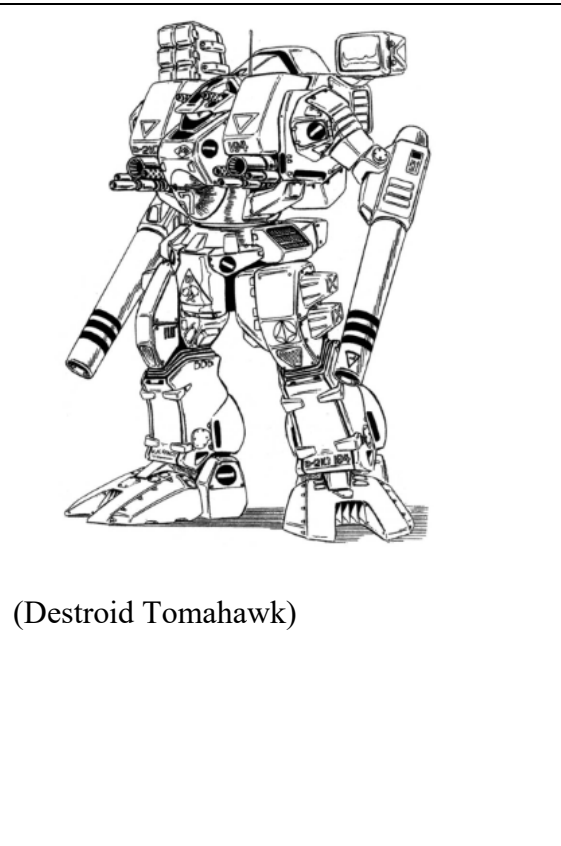
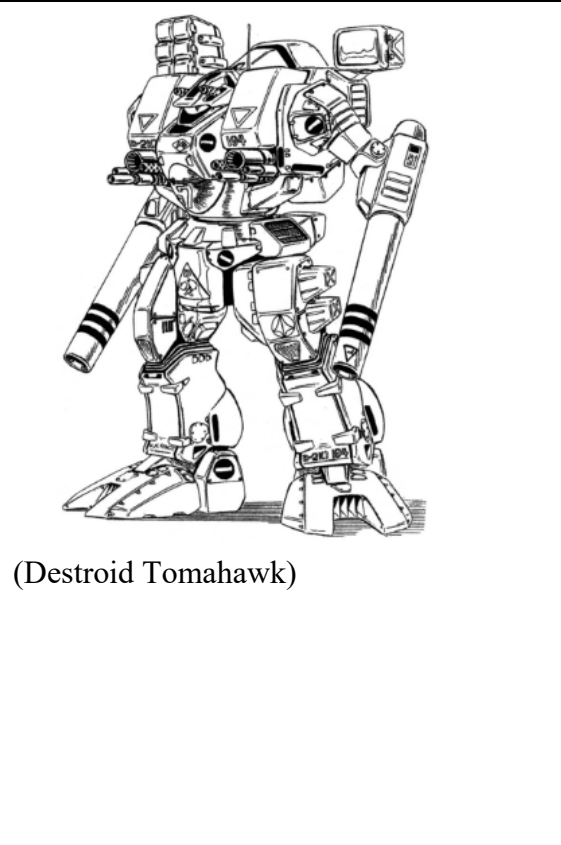
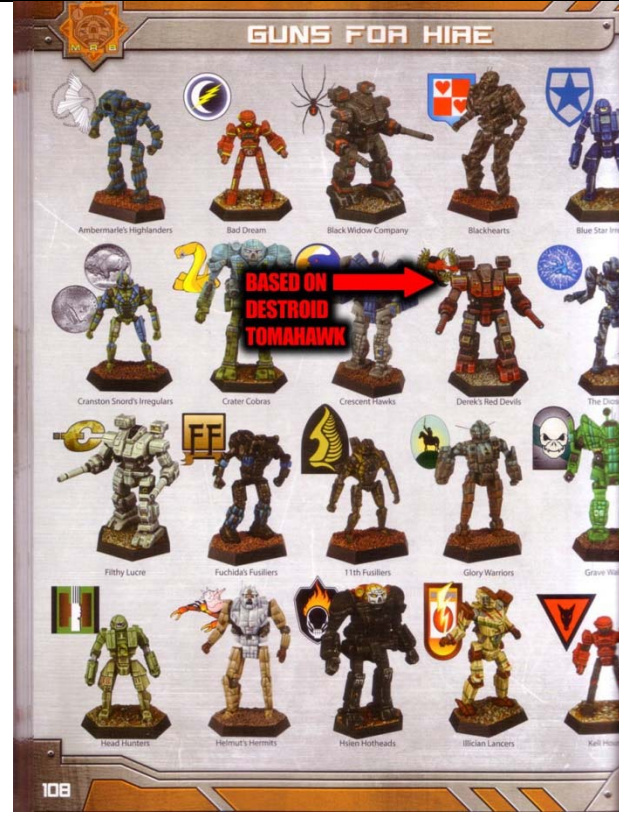



(Destroid Tomahawk)

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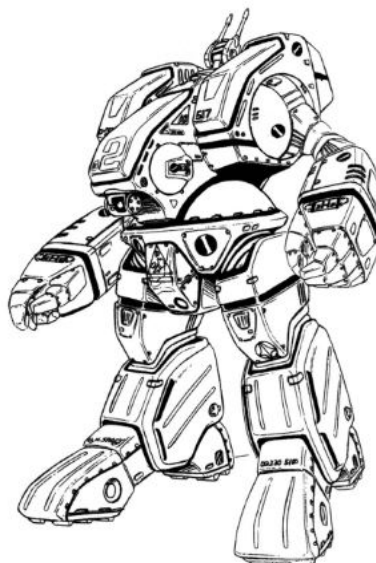


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34. Catalyst Game Labs also develops, releases, distributes and sells new rule books for its BattleTech game. In 2016, it released a new rule book named “BattleTech: Campaign Operations.” This rule book contains several images of robot warriors that infringe Harmony Gold’s copyrights, including the following:

Catalyst Game Labs’ Infringing Image in BattleTech: Campaign Operations	Harmony Gold’s Copyrighted Image
	 <p>(Officer’s Pod/Glaug)</p>
	 <p>(Destroid Tomahawk)</p>



(Destroid Spartan)

**COUNT I  
COPYRIGHT INFRINGEMENT — ALL DEFENDANTS**

35. Harmony Gold repeats and realleges the allegations contained in Paragraphs 1 through 34 as if fully set forth herein.

36. Harmony Gold owns the copyrights to numerous Robotech warrior robots, including those identified above.

37. Defendants have infringed Harmony Gold’s copyrights to these warrior robots through their unauthorized copying, distribution and display of warrior robots that are substantially similar to those owned by Harmony Gold, and that are derivative of the copyrighted Robotech warrior robots owned by Harmony Gold.

38. Defendants had access to Harmony Gold’s copyrighted Robotech images prior to Defendants’ unauthorized and infringing uses of the images.

1 39. Defendants' actions have irreparably damaged and, unless enjoined, will continue  
2 to irreparably damage Harmony Gold. Harmony Gold has no adequate remedy at law for these  
3 wrongs and injuries. Harmony Gold is, therefore, entitled to a preliminary and permanent  
4 injunction restraining and enjoining Defendants and their agents, servants, employees, attorneys  
5 and all persons acting in concert with them from infringing Harmony Gold's copyrights.

6 40. Defendants have infringed Harmony Gold's copyrights willfully.

7 41. Harmony Gold is entitled to recover damages sustained from Defendants'  
8 unlawful conduct, including Defendants' profits; Harmony Gold's damages; or, alternatively, at  
9 Harmony Gold's election, statutory damages.

10 **COUNT II**  
11 **(BREACH OF CONTRACT AGAINST WEISMAN AND**  
12 **HAREBRAINED SCHEMES)**

13 42. Harmony Gold repeats and realleges the allegations contained in Paragraphs 1  
14 through 34 as if fully set forth herein.

15 43. Harmony Gold and Weisman entered into a contract (*i.e.*, the Settlement  
16 Agreement) in December 1996, which is still valid and in effect today. The Settlement  
17 Agreement prohibits Weisman from using colorable imitations of certain Robotech warrior  
18 robots owned by Harmony Gold, including making derivative works of these warrior robots.

19 44. As shown in Paragraphs 26–31 above, Weisman, through and with Harebrained  
20 Schemes, has created and announced plans to copy, display and distribute warrior robots that are  
21 unauthorized derivative works of Harmony Gold's Robotech warrior robots which Weisman  
22 agreed in the Settlement Agreement not to use. Therefore, under the law of the State of  
23 Washington, Weisman and Harebrained Schemes have breached the Settlement Agreement.

24 45. As a result of this breach of the Settlement Agreement through Weisman's own  
25 actions and those of his company Harebrained Schemes, Harmony Gold has suffered and is  
suffering monetary damages in an amount to be determined at trial.

**PRAYER FOR RELIEF**

WHEREFORE, Harmony Gold prays that the Court:

1. Preliminarily and permanently enjoin Defendants, their agents, servants, employees, attorneys and all those acting in concert with them from infringing Harmony Gold's copyrights;

2. Award Harmony Gold its damages or Defendants' profits, or alternatively, at Harmony Gold's election, statutory damages, as a result of Defendants' infringement of Harmony Gold's copyrights;

3. Award Harmony Gold its monetary damages it has incurred on account of Harebrained Schemes' and Weisman's breach of the Settlement Agreement;

4. Issue an order requiring Harebrained Schemes and Weisman, their agents, servants, employees, attorneys and all those acting in concert with them to abide by the Settlement Agreement;

5. Award Harmony Gold its costs and reasonable attorney's fees in this action; and

6. Award Harmony Gold such other and further relief as the Court deems just and proper.

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DATED: May 1, 2017

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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on May 1, 2017, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the CM/ECF participants.

DATED this 1<sup>st</sup> day of May, 2017.

s/ Mary J. Klemz  
Mary J. Klemz