

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

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Minnesota Wild Hockey Club, LP

File No. \_\_\_\_\_

Plaintiff,

vs.

**NOTICE OF AND PETITION  
FOR REMOVAL**

Emil Interactive Games, LLC,  
Full Boat, LLC, and Ronald M.  
Doumani,

Defendants.

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TO: The United States District Court, District of Minnesota.

Emil Interactive Games, LLC, Full Boat, LLC, and Ronald M. Doumani  
(hereinafter Defendants) Defendants in the above-entitled action, respectfully state to the  
Court:

1. They are the defendants in a civil action in the District Court, State of Minnesota, County of Ramsey, entitled *Minnesota Wild Hockey Club, LP v. Emil Interactive Games, LLC, Full Boat, LLC, and Ronald M. Doumani*. Attached are true and correct copies of the Summons and Complaint. These are the only process, pleadings, or orders on file or served upon Defendants in this matter.

2. Defendants received a copy of Plaintiff's Complaint on or about May 6, 2016.

3. The above-described state court action is a civil action which is properly removable to this Court by Defendants.

4. This Court has original jurisdiction over this matter under 28 U.S.C. §

1332 because there is complete diversity of citizenship between the parties served in this matter and the amount in controversy exceeds \$75,000. Plaintiff is a limited partnership organized under the laws of the State of Minnesota, with its principal place of business located and maintained within the County of Ramsey, State of Minnesota, whereas Defendants Emil Interactive Games, LLC and Full Boat, LLC are companies organized in the State of Nevada, with their principal place of business in the State of Nevada. Defendant Ronald M. Doumani is a resident of the State of Nevada. With respect to the amount in controversy, Plaintiff's complaint seeks a judgment against Defendants in a breach of contract action. If Plaintiff is successful in obtaining such a judgment, the amount of its judgment would be greater than \$100,000.

5. The United States District Court for the District of Minnesota is the district embracing the place where this action is pending. Therefore, the civil action described above may be removed to this Court pursuant to 28 U.S.C. § 1441(a).

6. Written notice of the filing of this Notice of and Petition for Removal has been served upon Plaintiff's counsel.

7. A Notice of Filing of Defendants' Notice of and Petition for Removal has been filed with the Clerk of Court, Ramsey County, State of Minnesota.

**WHEREFORE,** Defendants request that the above action pending against it in the State of Minnesota, Ramsey County District Court, be removed therefrom to this Court and proceed in this Court as an action properly removed therein.

Dated: May 25, 2016

**NOLAN, THOMPSON & LEIGHTON, PLC**

By: /s/ Mark M. Nolan #79418

Mark M. Nolan, #79418

Randy V. Thompson, #122506

Attorneys for Defendants

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Bloomington, MN 55437

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[rthompson@nmtlaw.com](mailto:rthompson@nmtlaw.com)

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT  
CASE TYPE: CONTRACT

Minnesota Wild Hockey Club, LP,

Plaintiff,

vs.

Emil Interactive Games, LLC,  
Full Boat, LLC, and  
Ronald M. Doumani

Defendants.

Court File No.: \_\_\_\_\_

**SUMMONS**

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THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

1. **YOU ARE BEING SUED.** The Plaintiff has started a lawsuit against you. The Plaintiff's Complaint against you is attached to this Summons. Do not throw these papers away. They are official papers that affect your rights. You must respond to this lawsuit even though it may not yet be filed with the Court and there may be no court file number on this Summons.

2. **YOU MUST REPLY WITHIN 20 DAYS TO PROTECT YOUR RIGHTS.** You must give or mail to the person who signed this Summons a written response called an Answer within 20 days of the date on which you received this Summons. You must send a copy of your Answer to the person who signed this Summons located at: 33 South Sixth Street, Suite 4640 Minneapolis, MN 55402.

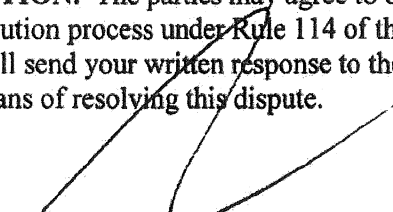
3. **YOU MUST RESPOND TO EACH CLAIM.** The Answer is your written response to the Plaintiff's Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Plaintiff should be not given everything asked for in the Complaint, you must say so in your Answer.

4. **YOU WILL LOSE YOUR CASE IF YOU DO NOT SEND A WRITTEN RESPONSE TO THE COMPLAINT TO THE PERSON WHO SIGNED THIS SUMMONS.** If you do not Answer within 20 days, you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the Plaintiff everything asked for in the Complaint. If you do not want to contest the claims stated in the Complaint, you do not need to respond. A default judgment can then be entered against you for the relief requested in the Complaint.

5. **LEGAL ASSISTANCE.** You may wish to get legal help from a lawyer. If you do not have a lawyer, the Court Administrator may have information about places where you can get legal assistance. Even if you cannot get legal help, you must still provide a written Answer to protect your rights or you may lose the case.

**6. ALTERNATIVE DISPUTE RESOLUTION.** The parties may agree to or be ordered to participate in an alternative dispute resolution process under Rule 114 of the Minnesota General Rules of Practice. You must still send your written response to the Complaint even if you expect to use alternative means of resolving this dispute.

Dated: May 5, 2016



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Steven H. Silton #260769  
Armeen F. Mistry #397591  
COZEN O'CONNOR  
33 South Sixth Street, Suite 4640  
Minneapolis, MN 55402  
Phone: (612) 260-9008  
Fax: (612) 260-9088  
Email: ssilton@cozen.com  
Email: amistry@cozen.com

*Attorneys for Plaintiff*

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

CASE TYPE: CONTRACT

Minnesota Wild Hockey Club, LP,

Court File No.: \_\_\_\_\_

Plaintiff,

vs.

Emil Interactive Games, LLC,  
Full Boat, LLC, and  
Ronald M. Doumani

Defendants.

**COMPLAINT**

**JURY TRIAL DEMANDED**

Plaintiff Minnesota Wild Hockey Club, LP ("Plaintiff") as and for its causes of action against Defendants Emil Interactive Games, LLC ("Interactive Games"), Full Boat, LLC ("Full Boat"), and Ronald M. Doumani ("Doumani") (collectively, "Defendants") hereby states and alleges as follows:

**PARTIES**

1. Plaintiff is a limited partnership organized under the laws of State of Minnesota, with its principal place of business located and maintained within the County of Ramsey, State of Minnesota.

2. Defendant Interactive Games is a company organized under the laws of the State of Nevada, with its registered office address located at 3535 Executive Terminal Drive, Suite 110, Henderson, Nevada 89052. Defendant Interactive Games' Manager is listed with the Nevada Secretary of State as Defendant Full Boat.

3. Defendant Full Boat is a limited liability company organized under the laws of the State of Nevada, with its address located at 32 Quiet Moon Lane, Las Vegas, Nevada 89135. Defendant Full Boat has an active status as a Nevada limited liability company.

4. Defendant Doumani is a resident of the state of Nevada and his address is 32 Quiet Moon Lane, Las Vegas, NV 89135. Defendant Doumani, by information and belief, is the President of Defendant Interactive Games.

**JURISDICTION AND VENUE**

5. Plaintiff and Defendant Interactive Games, by and through its Manager Defendant Full Boat, entered into a Sponsorship Agreement dated September 4, 2015 (the "Agreement"). Defendant Doumani signed the Agreement on behalf of Defendant Interactive Games. The parties agreed to jurisdiction and venue for any legal actions being brought either in the federal courts located in the State of Minnesota or in the state courts of the State of Minnesota. Attached hereto as *Exhibit A* is a true and correct copy of the Agreement.

6. Upon information and belief, Defendants routinely engage in and solicit business within the State of Minnesota, including business within the County of Ramsey and business conducted with Plaintiff. Accordingly, this Court has jurisdiction over this matter pursuant to Minnesota Statute §543.19.

7. Venue is proper in this county pursuant to Minnesota Statute § 542.09 because the cause or some part thereof arose within Ramsey County.

**FACTUAL ALLEGATIONS RELEVANT TO ALL CLAIMS FOR RELIEF**

8. On September 4, 2015, Plaintiff and Defendant Interactive Games entered into the Agreement.

9. Defendant Doumani signed the Agreement on behalf of Defendant Interactive Games.

10. Defendant Interactive Games, a limited liability company, was dissolved with the Secretary of State on October 16, 2015.

11. As Defendant Interactive Games is not in good standing, the Agreement is enforceable against its Manager, Defendant Full Boat.

12. As Defendant Interactive Games is not in good standing, the Agreement is enforceable against its President and signatory to the Agreement, Defendant Doumani.

13. Based upon the information contained in said Agreement, Plaintiff provided advertising and other benefits to Defendants.

14. Pursuant to the Agreement, Defendants agreed to pay to Plaintiff monthly payments commencing on October 15, 2015 through June 30, 2016, for three amounts: \$350,400.00, \$367,920.00, and \$386,316.00, for a total of \$1,104,636.00. The payment amounts are pursuant to the payment schedule attached Exhibit B to the Agreement and incorporated herein by reference.

15. As of May 3, 2016, and despite subsequent demands by Plaintiff, Defendants have failed to pay the monthly payments from the month of October 2015 forward, for which there is an accelerated balance due and owing to Plaintiff in the amount of \$1,104,636.00.

16. Further, pursuant to the Agreement, Defendants agreed to the payment of late charges and interest at the rate of 1.5% per month.

17. Defendants owe Plaintiff the principal amount of \$1,104,636.00, plus interest at the rate of 1.5% per month from and after September 4, 2015, for services rendered by Plaintiff to Defendants under the Agreement.

#### **COUNT I-BREACH OF CONTRACT**

18. Plaintiff realleges the foregoing paragraphs and incorporates the same herein.

19. The Agreement is a valid contract between Plaintiff and Defendant Interactive Games, by and through its Manager Defendant Full Boat, signed by Defendant Doumani, for which the parties exchanged valid consideration.



20. The payment requirements under the Agreement are reasonable in time and scope, and are reasonably necessary to protect Plaintiff's rights under the Agreement.

21. Defendants failed to pay Plaintiff for the services rendered under the Agreement.

22. Defendants have materially breached and continues to breach the Agreement by failing to make payments as required under the Agreement.

23. Plaintiff has fully performed all of its obligations under the Agreement.

24. As a result of Defendants' past and ongoing breach, Plaintiff has suffered and will continue to suffer damages in an amount to be determined at trial, but in excess of \$50,000.00.

**COUNT II-ACCOUNT STATED**

25. Plaintiff realleges the foregoing paragraphs and incorporates the same herein.

26. Plaintiff and Defendants entered into the Agreement for services to be provided by Plaintiff to and/or on behalf of Defendants for a fee.

27. Plaintiff submitted invoices and/or statements of account to Defendants, which reflected the amounts due and owing for the services provided. Said invoices and/or statements of account were received by Defendants and retained by Defendants without objection being made to any item thereof within a reasonable period of time.

28. A full, just, and true account was made and stated between Plaintiff and Defendants which showed payments owed in the principal amount of \$1,104,636.00, plus interest at the rate of 1.5% per month from and after September 4, 2015.

29. Defendants have failed and now refuse to pay the outstanding amount due and owing to Plaintiff.

30. As a result of Defendants' failure to pay Plaintiff, Plaintiff has been damaged in in an amount to be determined at trial, but in excess of \$50,000.00.

**COUNT III - UNJUST ENRICHMENT**

31. Plaintiff realleges the foregoing paragraphs and incorporates the same herein.

32. Plaintiff conferred a benefit upon Defendant Interactive Games and its Manager Defendant Full Boat by providing certain services.

33. Defendants appreciated and knowingly accepted the benefit.

34. Defendants' acceptance and retention of such benefit under such circumstances would be inequitable for them to retain the benefit without paying for it.

35. As a result of Defendants' wrongful retention of the value of the services rendered by Plaintiff, Defendants have been unjustly enriched in the principal amount of \$1,104,636.00, plus interest at the rate of 1.5% per month from and after September 4, 2015.

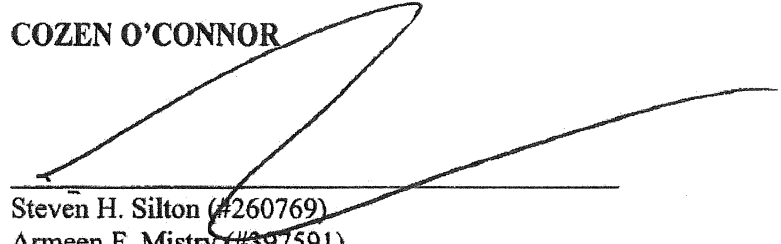
36. As a result of Defendants' unjust enrichment, Plaintiff has been damaged in an amount to be determined at trial, but in excess of \$50,000.00.

**WHEREFORE**, Plaintiff respectfully requests that this Court grant Plaintiff the following relief;

1. An Order for damages in an amount to be determined at trial, but in excess of \$50,000.00;
2. For Plaintiff's reasonable attorneys' fees, costs and disbursements incurred herein;  
and
3. For other relief the Court finds just and equitable.

Dated: May 5, 2016

**COZEN O'CONNOR**



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Steven H. Sifton (#260769)  
Armeen F. Mistry (#397591)  
33 South Sixth Street, Suite 4640  
Minneapolis, MN 55402  
Telephone: 612-260-9000  
Fax: 612-260-9080

**ATTORNEYS FOR PLAINTIFF**

## **EXHIBIT A**

# **SPONSORSHIP AGREEMENT**

This Sponsorship Agreement (this "Agreement") is entered into as of September 4, 2015, by and between Emil Interactive Games, LLC ("Sponsor"), and Minnesota Wild Hockey Club, LP, a Minnesota limited liability company ("Company"), regarding the NHL's Minnesota Wild franchise (the "Team") and the Xcel Energy Center in which the Team plays its home games (the "Arena"). Sponsor and Company are each also referred to sometimes as a "Party." In consideration of the rights and obligations granted and undertaken herein, each Party agrees as follows:

1. **Sponsorship Period.**

(a) "Sponsorship Period" means the period from September 4, 2015 through and including June 30, 2018 (however, such period will not extend past any earlier termination of this Agreement).

(b) Sponsor may opt out of the Agreement for convenience effective June 30, 2017, without penalty, if it notifies Company in writing no later than February 1, 2017.

2. **Benefits.** Subject to the performance of Sponsor's obligations hereunder, during the Sponsorship Period, Company will provide to Sponsor the advertising and other benefits (each a "Benefit") specified in Exhibit A hereto, under and subject to the terms herein (including in Exhibit A).

3. **Payments.** On each payment date referred to in Exhibit B, Sponsor will pay to Company the amount stated in Exhibit B for such payment date. If additional payments for specific Benefits are expressly stated in Exhibit A, then Sponsor will pay to Company the amount stated in Exhibit A for such specific Benefits within 30 days after receipt of Company's invoice therefor.

(a) If any amount payable hereunder is not paid when due, then such amount will bear interest until paid at 1.5% per month (or, if less, the maximum rate then permitted by law). All payments hereunder will be in cash, without reduction, setoff or counterclaim for any reason.

(b) If any sales tax, use tax, service tax or other tax (other than Company's income taxes) is imposed in connection with any Benefit or payment hereunder, then Sponsor will pay such tax on or before the due date thereof, and, if not otherwise paid, any unpaid amount thereof will be added to the payment for the period that includes such due date.

(c) Company may cause any of Company's Affiliates to provide certain Benefits. In connection therewith, Company may allocate the payments hereunder (or any portion thereof) to any such Affiliate. Additionally, if Company requests that Sponsor pay any such payment (or such portion) directly to such an Affiliate, then Sponsor will do so on or before the applicable payment date, along with paying any remaining balance of such payment directly to Company as required hereunder.

4. **Certain Limitations.** Without implying any expansion of any Benefit beyond what is stated herein, the Parties acknowledge and agree that:

(a) the NHL may at times conduct or arrange events or programs relating to the NHL (including the NHL All-Star Game, NHL AllStar Fan Balloting, NHL Freeze Play and NHL Future Stars) and in connection therewith may enter into contracts under which a Person receives rights to sponsorship, promotion or advertising regarding the Team or Arena (each a "League Contract");

(b) Company or its Affiliates may be required at times under NHL Rules to allow sponsorship, promotion or advertising regarding the Team or Arena (including under a League Contract);

(c) certain events at the Arena (including multicity tours, shows, concerts and sports events of national or regional interest, including NCAA tournaments) may include temporary sponsorship, promotion or advertising (including audio and video messages, banners and other signage) that are removed or ceased promptly after such an event;

(d) certain extraordinary events of limited frequency at the Arena (including events referenced in Section 4(c)) may require that some or all sponsorship, promotion or advertising (including signage) otherwise displayed or conducted at the Arena (including those of Sponsor) be temporarily removed or ceased, blacked out or covered for such event;

(e) each of the NHL teams (other than the Team), NHL players and the NHL Players Association has sponsorship arrangements at times, and the rights granted to Sponsor under this Agreement do not supersede the rights granted at times to any other NHL team, NHL player or the NHL Players Association (which rights may include a nonprimary or incidental use of the Company Marks); and

(f) none of the foregoing will breach or otherwise violate this Agreement.

5. **Approval of Materials.** This Agreement and each Benefit are subject to NHL Rules, and the form, content and presentation of each Benefit is subject to the approval of Company (which will not be unreasonably withheld), the rules of the Arena or other venue at which such Benefit may be displayed, held or presented (including any such rules regarding temporary blackouts or signage coverage) and any applicable statutes, regulations and other legal requirements. Sponsor shall not be granted pass-through rights in connection with this Agreement. Specifically, Sponsor will not include in any Benefit (or related material) any promotion of or advertising for (or other reference to) any third party product or service that competes with any product or service for which Company or any of Company's Affiliates then provides advertising or promotion. By way of example, Sponsor would not be permitting to incorporate a Pepsi Cola logo (competes with Company sponsorship with Coca Cola) on a Benefit giveaway item next to Sponsor and Company logo. Such restriction only applies to Benefits hereunder and not to any other Sponsor relationship. For purposes of clarity, nothing contained in this paragraph shall limit or restrict Sponsor from any relationship with a Company competitor (i.e. Pepsi Cola) outside of the Benefits provided under this Agreement.

6. **Substitution for Unavailable Benefits.** Sponsor and Company acknowledge and agree that, due to circumstances beyond the reasonable control of Sponsor or Company (including limitations imposed by law or NHL Rules), it may be or become impossible or impracticable to provide one or more Benefits otherwise called for hereunder (each an "Unavailable Benefit"). With respect to any Unavailable Benefit, Sponsor and Company will consult regarding a substitute therefor, and following such consultation, Company may provide, in lieu of such Unavailable Benefit, a substitute promotion or advertisement having promotional value not materially less than that of such Unavailable Benefit. By doing so, Company will satisfy all of its obligations with respect to such Unavailable Benefit.

7. **Indemnification.** Each Party (the "Indemnifying Party") will indemnify the other Party and such other Party's Affiliates (and each of their respective shareholders, members, partners, directors, governors, officers, managers, employees, representatives and agents) and hold each of them harmless from and against any and all claims, costs, expenses, damages and liabilities (including reasonable attorneys' fees and expenses) resulting from or arising out of any (a) breach of this Agreement by the Indemnifying Party or (b) litigation, arbitration, governmental inquiry or other claim or proceeding commenced by any third party arising from libel, slander, invasion of privacy, improper trade practice, illegal competition, infringement of copyright or other intellectual property, breach of warranty, unsafe, hazardous or defective product or service, negligence or other wrongful conduct by the Indemnifying Party.

8. **Retention of Rights.**

(a) The only rights of Sponsor relating to the Team, the Arena or events at the Arena are the rights to receive the Benefits in accordance with the terms hereof. All other rights relating to the Team, the Arena, events at the Arena or other Company Marks are hereby retained by Company and its applicable Affiliates. Nothing in this Agreement creates (i) any license or other right regarding any Company Mark or (ii) any leasehold estate, right of use or other interest in the Arena or any part thereof. "Company Mark" means any attribute, logo, symbol, name or other mark or intellectual property of or related to the Team, the Arena, Company or any of its Affiliates.

(b) Company may use logos, symbols, names and other marks of or related to Sponsor (collectively "Sponsor Marks") only in connection with providing Benefits and to identify Sponsor as a sponsor as described herein, but all other rights regarding Sponsor Marks are hereby retained by Sponsor, and nothing in this Agreement creates any other license or other right with respect to any Sponsor Mark.

#### 9. Termination and Survivability.

(a) If a Party breaches or threatens to breach this Agreement, then the other Party is entitled to seek monetary damages for such breach and injunctive relief to enforce this Agreement and require performance of all obligations hereunder.

(b) No Party has the right to cancel, withdraw from or terminate this Agreement (or cease, delay or suspend performing such Party's obligations hereunder), except pursuant to the following:

(i) If a Party does not pay when due any amount payable hereunder, then the other Party may give notice of such breach and, if such amount is not paid within 10 days after such notice is given, then the Party giving such notice may terminate this Agreement by giving a notice of termination within 30 days after the end of such 10day period. If this Agreement is terminated under this clause (i), then such terminating Party will have no further obligations under this Agreement after such termination (other than Continuing Terms), and such breaching Party will continue to be liable for such amount and for all other damages arising out of or resulting from such Party's breach.

(ii) If a Party fails to perform any of such Party's material obligations under this Agreement (other than not paying when due any amount payable hereunder), then the other Party may give notice describing such failure with specificity and, upon receipt of such notice, the failing Party (A) will take all reasonable actions to promptly cure such failure or (B) if such failure cannot then be cured in all respects, will take all reasonable actions to cure such failure to the extent possible and to prevent recurrence of such failure. If the failing Party does not comply with its obligations under this clause (ii) within 60 days after receipt of such notice of failure, then the Party giving such notice of failure may terminate this Agreement by giving a notice of termination within 30 days after the end of such 60day period. If this Agreement is terminated under this clause (ii), then such terminating Party will have no further obligations under this Agreement after such termination (other than Continuing Terms), and such breaching Party will continue to be liable for all damages arising out of or resulting from such Party's breach.

(c) The Continuing Terms survive the expiration of the Sponsorship Period or earlier termination of this Agreement. "Continuing Terms" means the terms of this Agreement that by their nature survive the expiration of the Sponsorship Period or earlier termination of this Agreement, including Section 3 (titled "Payments"), (Section 7 (titled "Indemnification")) and Section 11 (titled "Confidentiality").

(d) Sponsor shall have the right to terminate this Agreement upon written notice in the event either the NHL and/or the State of Minnesota rule that Sponsor's primary business activities are illegal or prevented by Rule or Law.

10. Assignments and Transfers. This Agreement will be binding upon and inure to the benefit of each Party and its permitted successors and assigns. Subject to Section 14, neither Party will assign, delegate or otherwise transfer this Agreement or any right or obligation of such Party hereunder, by

operation of law or otherwise (each a "Transfer") without the other Party's prior written consent (which will not be unreasonably withheld), except that the following are permitted without such consent:

(a) Company may (i) take any action contemplated in Section 3(c) or (ii) Transfer this Agreement or any of its rights or obligations hereunder to a lender or other financing source or agent thereof; or

(b) each Party may Transfer this entire Agreement (which must include the assignment of all of its rights and the delegation of all of its obligations hereunder) to: (i) a Person that does both of the following (A) acquires or otherwise succeeds to all or substantially all of such Party's business and assets and (B) assumes and agrees to perform or cause performance of all of such Party's obligations hereunder, including any obligation then in arrears; or (ii) any of its Affiliates.

No Transfer will relieve the Transferring Party of any obligation hereunder. Any purported Transfer not permitted by this Section will be void.

11. Confidentiality. Except to the extent expressly permitted otherwise by this Section, each Party will hold in confidence, and not disclose in any manner, all confidential information related to or obtained from the other Party or any of such other Party's Affiliates (including the terms hereof and all other nonpublic information of or about such other Party or any of its Affiliates). Such Party may disclose to its and its Affiliates' employees, agents and proposed Transferees such confidential information to the extent such disclosure is reasonably necessary to perform such Party's obligations hereunder or to operate its business; provided, however, that such Party must cause such employees, agents and Transferees to preserve the confidentiality of, and not disclose, such confidential information. This Section does not prohibit disclosure to the extent required by law; provided that a Party required to make such a disclosure first gives to such other Party reasonable prior notice of such requirement and reasonable opportunity to seek a court order or other relief preventing such disclosure to the extent permitted under the circumstances.

12. Entire Agreement; Amendments; Waivers. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings regarding the subject matter hereof. The Agreement may be amended or supplemented, and any term hereof may be waived, only by a writing executed and delivered by each Party. No failure of a Party to give notice of, or seek a remedy for a breach of, this Agreement will reduce or otherwise affect such Party's right to seek any remedy for any other breach, regardless of such Party's knowledge or lack of knowledge thereof.

13. NHL Rules. Notwithstanding any other term of this Agreement to the contrary, this Agreement will in all respects be subject to and subordinate to (in each case to the extent applicable): (a) the NHL Constitution; (b) the NHL By-Laws; (c) all other rules, regulations and policies of the NHL and the resolutions of its Board of Governors; (d) any collective bargaining agreement to which the NHL or any member club is a party; (e) all consent decrees and settlement agreements entered into between or among the NHL and its member clubs (or the NHL, NHL member clubs or other Persons) in furtherance of NHL business or interests or as otherwise authorized directly or indirectly by the NHL Board of Governors, the NHL Commissioner or the NHL Constitution; (f) any national network agreements between the NHL and third parties; and (g) any national corporate marketing, licensing, sponsorship or similar agreements between the NHL (or NHL affiliates) and third parties, all as the same may now exist or hereafter be amended or enacted or as they may be interpreted by the Commissioner of the NHL (collectively, "NHL Rules"). "NHL" means, collectively, the National Hockey League, NHL Enterprises, L.P., NHL Enterprises Canada L.P. and each other Affiliate of the National Hockey League.

14. Work Stoppage. In the event of a strike by the National Hockey League Players Association, a lockout of the National Hockey League players by the NHL or any other work stoppage (in all cases an "NHL Work Stoppage"), that causes the cancellation of one or more regular season Team games, all obligations of the parties hereunder shall continue; when the NHL Work Stoppage has ceased, in



order to make up for any of Sponsor Benefit's under the Agreement that could not be exercised as a result of the cancellation of Team regular season games due to the NHL Work Stoppage, the Sponsor and Company shall negotiate in good faith to reach a mutually satisfactory arrangement of comparable value by means of rescheduling, substitution, alternative performance, or similar means. If Company and Sponsor, negotiating in good faith, are unable to reach a mutually satisfactory arrangement of comparable value by means of rescheduling, substitution, alternative performance or similar means, Company and Sponsor shall negotiate, in good faith, an equitable adjustment in the fees payable pursuant to Exhibit B attached hereto, or where such fees are prepaid, a pro rata refund by Company. Pro rata refund will be based on the total number of Team regular season games cancelled as compared to the total Sponsorship Fee for the affected NHL season. Any pro-rata refund shall be paid within 30 days after the 1<sup>st</sup> of the month following any cancelled regular season Team games.

15. **No City Obligations.** Sponsor hereby acknowledges that this Agreement imposes no contractual obligations upon the City of Saint Paul or its Civic Center Authority (collectively the "City") unless, until and only if the City expressly assumes in writing the obligations of Company hereunder pursuant to the provisions of that certain Arena Lease Agreement by and between the City and Minnesota Hockey Ventures Group, LP bearing the date of January 15, 1998 (the "Lease"); that in the event of a default or breach under this Agreement of any kind or nature whatsoever, Sponsor will look solely to Company at the time of the default or breach for a remedy or relief; and that no member, officer, employee, agent, independent contractor or consultant of the City will be liable to Sponsor or any successor in interest to Sponsor in the event of any default or breach by the City under the Lease or of any obligation under the terms of this Agreement; that Company is not and will not act as an agent of the City or in any manner contract for or bind the City; and that upon the termination of the Lease, this Agreement may, at the option of the City to be exercised upon written notice to Sponsor, also be terminated without any right of claim against the City, its elected officials, commissioners, directors, officers, agents, employees, independent contractors or consultants. In the event of any termination of the Lease, then the City or its assignee may assume this Agreement, and Company's rights, duties and obligations hereunder may be assigned to the City or its assignee.

16. **Force Majeure.** If, by reason of a Force Majeure, a Benefit is unavailable or Company is otherwise unable to perform any obligation hereunder, then Company will not be liable therefor in any respect. "Force Majeure" means any riot, act of terrorism, civil insurrection, strike, lockout, other labor disturbance, act of God, act of war, natural disaster or severe or inclement weather, or any other event or circumstance beyond Company's reasonable control.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together will constitute one instrument.

18. **Interpretation and Governing Law.** For this Agreement: (a) headings are for reference only and will not affect the meaning or interpretation hereof; (b) "herein," "hereunder" and similar words refer to this Agreement as a whole and not the term or Section where they appear; (c) terms used in the plural include the singular, and vice versa, unless the context clearly otherwise requires; (d) "include," "including" and variations thereof are deemed to be followed by the words "without limitation"; (e) "or" means "and/or", and "any" means "any or all"; (f) "Person" includes any individual, trust, corporation, partnership, limited liability company, joint venture, other business association or entity, government or governmental body, division or other unit; (g) "Affiliate" means, regarding any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, such Person; (h) all rights and remedies are cumulative and may be exercised and enforced concurrently or separately; and (i) the Parties' relationship is solely that of independent contractors, and nothing herein creates or implies any relationship of employment, agency, partnership or relationship otherwise, and neither Party will state, represent or imply any interest in or control over the other or any of its Affiliates. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to principles of conflicts of law.

2015 11:30

19. **Jurisdiction and Venue.** Any legal action, suit or proceeding (each an "Action") brought by either Party related to or arising out of this Agreement may be brought in a federal court located in the State of Minnesota or in the state courts of the State of Minnesota, and each Party hereby accepts and submits to the jurisdiction of each of the aforesaid courts with respect to any Action brought by it or against it by the other Party. This Section will not prevent a Party against whom any Action is brought in such state courts from seeking to remove such Action pursuant to applicable federal law, to such a federal court. Each Party waives any objection to the venue for any such Action being in such courts.

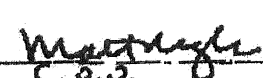
20. **Notices.** Each notice or other communication required hereunder (a "Notice") must be in writing and given by sending by registered or certified mail, return receipt requested, postage prepaid, or by commercial overnight delivery service, or by handdelivery, in each case to the respective Party's address stated below its signature hereto. A Party may change its address by Notice to the other and may add any Person to whom a copy must be given.

Each Party has duly executed and delivered this Sponsorship Agreement as of the date first written above.

EMIL INTERACTIVE GAMES, LLC

MINNESOTA WILD HOCKEY CLUB, LP

By:   
Its: PRESIDENT

By:   
Its: C. O. S.

3535 Executive Terminal Drive  
Suite 110  
Henderson, Nevada 89052  
Attn: Ron Doumani, CEO

317 Washington Street  
Saint Paul, Minnesota 55102  
Attn: Chief Operating Officer

## **EXHIBIT A**

### **Benefits**

Each season during the Sponsorship Period, the Benefits consist of the following items in this Exhibit A:

#### **Exclusivity**

As a corporate sponsor of the Team, Sponsor will be the official and exclusive online fantasy sports sponsor of the Team and will have the opportunity to use the Team's name and logo in marketing and advertising campaigns for Sponsor in the Team's local market as approved by Company and the NHL and subject to the other terms of this Agreement.

#### **In-Game Feature**

Sponsor will receive exclusive attachment to the NHL/Wild Player Stats feature during each regular season Team home game at the Arena. These statistics are delivered on three digital in-arena pillars. Sponsor's logo, branding and preferred status recognition will be included in such feature.

#### **Videoboard Advertising**

Company will provide Sponsor with one (1) vertical and one (1) horizontal advertising space on the Arena videoboard for a minimum of 10 game minutes during each regular season Team home game. Videoboard creative will be mutually agreed upon and will run through 10 minutes, however will be removed at certain points for game events like Team goals, other features, etc.

#### **Ice Level Signage**

Company will provide Sponsor with one position on two digital dasherboard signs located on the television viewing side of the rinkboards surrounding the ice at all pre-season and regular season Team home games at the Arena. Such advertising position will receive a minimum of twelve (12) minutes aggregate exposure during each such game.

#### **Digital Signage**

Company will provide Sponsor with an aggregate of six (6) minutes of exclusive advertising on the Arena's suite level fascia LED signage during each regular season Team home game at the Arena. Such 360 degree display will rotate in :15 second intervals with other fascia advertisers.

#### **Internet**

Company will provide Sponsor the opportunity for a 300x250 and/or 640x79 advertisement to be displayed throughout the Team's website and will deliver 300,000 impressions.

#### **Hospitality**

Company will provide Sponsor with two lower level season tickets for each of the preseason and regular season Team home games at the Arena. Location and price point of seats will be determined based on availability and in Company's discretion.

For each (if any) postseason Team game at the Arena, Sponsor will purchase the same number of tickets (at the same seat locations) that are being provided to Sponsor under the preceding paragraph. Sponsor will pay to Company the cost for such additional tickets, which cost will be the

established playoff game rates for such tickets, which will be determined by the Company in its sole discretion.

**Social Media**

Company will include Sponsor onto a "statistics/highlights" infographic posted on Team's social media platforms during the regular season. Details of such social media feature will be mutually agreed upon.

**Other Benefits**

Sponsor will have the opportunity to provide a premium item to be distributed to fans at two mutually agreed upon regular season Team home games at the Arena. Such premium item will be cobranded with the logos of Sponsor and the Team. Sponsor will pay all costs and expenses for and associated with such premium item.

Sponsor will receive an aggregate of 10 Fan Experiences such as Zamboni rides (one individual per ride), Fan Zamboni ride, pre-game VIP tours of the Arena and/or Bench Buddy spots such elements being before or during regular season Team home games at the Arena (as scheduled by Company).

Company will provide Sponsor with five (5) concourse displays at the Arena during mutually agreed upon regular season Team home games.

Company will provide Sponsor with a pre-game mention and pre-game videoboard message no earlier than 15 minutes prior to each regular season Team home game at the Arena. Such content of the pre-game mention and videoboard message will be mutually agreed upon.

**EXHIBIT B**  
**Payment Schedule**

PAYMENT DATE	AMOUNT (all amounts shown are net)
October 15, 2015	\$87,600.00
January 15, 2016	\$87,600.00
April 15, 2016	\$87,600.00
June 30, 2016	\$87,600.00
Total	\$350,400.00
October 15, 2015	\$91,980.00
January 15, 2016	\$91,980.00
April 15, 2016	\$91,980.00
June 30, 2016	\$91,980.00
Total	\$367,920.00
October 15, 2015	\$96,579.00
January 15, 2016	\$96,579.00
April 15, 2016	\$96,579.00
June 30, 2016	\$96,579.00
Total	\$386,316.00

For any payment in this Agreement that states that the amount owed is "net" (or words to that effect) or if the term "net" accompanies such amount, then the amount so stated is the amount Sponsor owes to Company, and such terminology will not imply that any lesser amount is owed.

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT  
CASE TYPE: CONTRACT

---

Minnesota Wild Hockey Club, LP,

File No. \_\_\_\_\_

Plaintiff,

vs.

**NOTICE OF FILING OF NOTICE OF  
AND PETITION FOR REMOVAL**

Emil Interactive Games, LLC,  
Full Boat, LLC and  
Ronald M. Doumani,

Defendants.

---

TO: Plaintiff Minnesota Wild Hockey Club, LP and its attorneys Steven H. Siltan and Armeen F. Mistry, COZEN O'CONNOR, 33 South Sixth St., Ste. 4640, Minneapolis, MN 55402; and

Court Administrator, Ramsey County District Court, 15 W. Kellogg Blvd., Room 1700, St. Paul, MN 55102.

**PLEASE TAKE NOTICE** that on the 25<sup>th</sup> day of May, 2016, Defendants in the above-captioned proceeding filed in the United States District Court, District of Minnesota, their Civil Cover Sheet and Notice of and Petition for Removal of the above-entitled action to that Court. True and correct copies of the Civil Cover Sheet and Notice of and Petition for Removal, including all attachments are herewith respectfully served upon you and filed with you. All further proceedings with respect to the above-entitled action shall be heard before the U.S. District Court.

Dated: May 25, 2016

**NOLAN, THOMPSON & LEIGHTON, PLC**

By: /s/ Mark M. Nolan #79418

Mark M. Nolan, #79418

Randy V. Thompson, #122506

Attorneys for Defendants

5001 American Blvd. West, Suite 595

Bloomington, MN 55437

Telephone No. 952-405-7171

Fax No. 952-224-0647

Email: [mnolan@nmtlaw.com](mailto:mnolan@nmtlaw.com)  
[rthompson@nmtlaw.com](mailto:rthompson@nmtlaw.com)

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

Minnesota Wild Hockey Club, LP

File No. \_\_\_\_\_

Plaintiff,

VS.

## AFFIDAVIT OF SERVICE

Emil Interactive Games, LLC,  
Full Boat, LLC, and Ronald M.  
Doumani,

Defendants.

**STATE OF MINNESOTA**                 )  
  ) SS.  
**COUNTY OF HENNEPIN**                 )

Lori J. McGowan, being first duly sworn on oath, deposes and states that on May 25, 2016, she caused to be served copies of:

1. Notice of Filing of Notice of and Petition for Removal
2. Notice of and Petition for Removal; and
3. Civil Cover Sheet

upon the within named counsel, by placing a true and correct copy in an envelope addressed as follows and depositing same in the U.S. Mail as well as by facsimile addressed as follows:

**Steven H. Silton**  
**Armeen F. Mistry**  
**Cozen O'Connor**  
**33 South Sixth Street, Suite 4640**  
**Minneapolis, MN 55402**  
**Fax: 612-260-9080**

/s/ Lori J. McGowan  
Lori J. McGowan



Subscribed and sworn to before me  
this 25th day of May, 2016

/s/ Randy V. Thompson  
Notary Public

My commission expires: January 31, 2020

JS 44 (Rev. 12/12)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Minnesota Wild Hockey Club, LP

(b) County of Residence of First Listed Plaintiff Ramsey  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Steven H. Sifton and Armeen F. Mistry  
Cozen O'Connor  
33 South Sixth St., Suite 4640  
Minneapolis, MN 55402  
612-260-9008

**DEFENDANTS**

Emil Interactive Games, LLC  
Full Boat, LLC  
Ronald M. Doumani

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Mark M. Nolan and Randy V. Thompson  
Nolan, Thompson & Leighton, PLC  
5001 American Blvd. W., Suite 595  
Bloomington, MN 55437  
952-405-7171

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   |                                       |                            |   |                            |                                       |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
|   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input checked="" type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. 1332

Brief description of cause:  
Plaintiff seeks damages for breach of contract.

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

05/25/2016

/s/ Mark M. Nolan

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE