

**IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO**

CULTURAL EXCHANGE SOCIETY, INC., et al.,	:	Case No. A2500277
	:	
Plaintiffs,	:	Judge: Hon. Jennifer L. Branch
	:	
vs.	:	<b>DEFENDANTS' ANSWER TO</b>
	:	<b>PLAINTIFFS' COMPLAINT AND</b>
SEKAI GUILD, et al.,	:	<b>COUNTERCLAIM</b>
	:	
Defendants.	:	

In response to Plaintiffs Cultural Exchange Society, Inc., Melissa Ann Phelps, and Emily DeJesus's Complaint ("Complaint"), Defendants Sekai Guild, Benjamin Ng, Cody Markum, Michelle Stines, Erin Reinhard, Kirsten E. Reinhard, Griffin Voyls, Daniel Duffee, Sophia LeGrand (Jared Hightower), and Liam Rigsby (collectively, "Defendants") Answer as follows:

1. Defendants deny paragraph 1 of the Complaint.
2. Defendants deny paragraph 2 of the Complaint.
3. Paragraph 3 of the Complaint is a legal conclusion to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations of the paragraph.

**PARTIES, JURISDICTION, AND VENUE**

4. Defendants incorporate all prior responses as if fully stated herein.
5. Defendants deny paragraph 5 of the complaint for lack of information sufficient to form a belief.
6. Defendants deny paragraph 6 of the complaint for lack of information sufficient to form a belief.
7. Defendants deny paragraph 7 of the complaint for lack of information sufficient to form a belief.

8. Paragraph 8 of the Complaint is a legal conclusion to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations of the paragraph.

9. Defendants admit paragraph 9 of the Complaint.

10. Defendants admit Mr. Geisen is domiciled in California and state he is not subject to the jurisdiction of this Court.

11. Defendants admit Defendant Legrand was a resident of Lucas County, Ohio prior to August 11, 2018 and a resident of Cuyahoga County, Ohio, thereafter. Defendants deny the balance of paragraph 11.

12. Defendants admit paragraph 12 of the Complaint.

13. Defendants admit paragraph 13 of the Complaint.

14. Defendants admit paragraph 14 of the Complaint.

15. Defendants admit paragraph 15 of the Complaint.

16. Defendants admit that Defendant Rigsby has been a resident of Cuyahoga County, Ohio since August 25, 2023.

17. Defendants admit paragraph 17 of the Complaint.

18. Defendants admit paragraph 18 of the Complaint.

19. Paragraph 19 of the Complaint is a legal conclusion to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations of the paragraph.

20. Paragraph 20 of the Complaint is a legal conclusion to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations of the paragraph.

21. Paragraph 21 of the Complaint is a legal conclusion to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations of the paragraph.

**FACTS**  
**“Ohayocon” 2001-2023**

22. Defendants incorporate all prior responses as if fully stated herein.

23. Defendants deny paragraph 23 of the Complaint for lack of information sufficient to form a belief.

24. Defendants deny paragraph 24 of the Complaint for lack of information sufficient to form a belief.

25. Defendants deny paragraph 25 of the Complaint for lack of information sufficient to form a belief.

26. Defendants deny paragraph 26 of the Complaint for lack of information sufficient to form a belief.

27. Defendants deny paragraph 27 of the Complaint for lack of information sufficient to form a belief.

28. Defendants admit Mr. Markum began involvement with Ohayocon around 2009. Defendants explicitly deny Mr. Markum was not entitled to compensation for his services. Defendants deny the balance of this request for lack of information sufficient to form a belief.

29. Defendants deny paragraph 29 of the Complaint for lack of information sufficient to form a belief.

30. Defendants admit the convention was hosted online during COVID. Defendants deny the remainder of paragraph 30 for lack of information sufficient to form a belief.

31. Defendants admit Defendant Hightower was a member of the Board. Defendants deny the balance of this request for lack of information sufficient to form a belief.

32. Defendants admit Mr. Marcum apprised Plaintiffs as to deficiencies in their operations. Defendants deny the balance of this request for lack of information sufficient to form a belief.

33. Defendants deny paragraph 33 of the Complaint.

**The Attempted Coup by Marcum, Hightower, and  
the Convention's "Senior Leadership"**

34. Defendants incorporate all prior responses as if fully stated herein.

35. Defendants admit paragraph 35 of the Complaint.

36. Defendants deny paragraph 36 of the Complaint for lack of information sufficient to form a belief.

37. Defendants admit the named individuals were involved with the leadership of previous conventions and worked, at times, on a full-time basis for the convention. Defendants deny the balance of this request for lack of information sufficient to form a belief.

38. Defendants admit they were not paid compensation for work performed. Defendants deny the balance of this request.

39. Defendants deny paragraph 39 of the Complaint.

40. Defendants admit paragraph 40 appears to be an accurate document excerpt, which excerpt speaks for itself. To the extent any other allegations require a response, they are denied.

41. Defendants deny paragraph 41 of the Complaint.

42. Defendants admit Erin Reinhard performed work for which she was not compensated. Defendants deny the balance of this request for lack of information sufficient to form a belief.

43. Defendants deny paragraph 43 of the Complaint for lack of information sufficient to form a belief.

44. Defendants deny paragraph 44 of the Complaint.

45. Defendants deny paragraph 45 of the Complaint for lack of information sufficient to form a belief.

46. Defendants deny paragraph 46 of the Complaint for lack of information sufficient to form a belief.

47. Defendants deny paragraph 47 of the Complaint for lack of information sufficient to form a belief.

48. Defendants deny paragraph 48 of the Complaint.

49. Defendants deny paragraph 49 of the Complaint. Defendants affirmatively note they do not own or control the domain referenced in paragraph 49 of the Complaint.

50. Defendants deny paragraph 50 of the Complaint for lack of information sufficient to form a belief.

51. Defendants admit paragraph 51 appears to be an accurate excerpt, which excerpt speaks for itself. To the extent any other allegations require a response, they are denied.

52. Defendants deny paragraph 52 of the Complaint for lack of information sufficient to form a belief.

53. Defendants deny paragraph 53 of the Complaint for lack of information sufficient to form a belief.

54. Defendants deny paragraph 54 of the Complaint for lack of information sufficient to form a belief.

55. Defendants deny paragraph 55 of the Complaint for lack of information sufficient to form a belief.

56. Defendants admit paragraph 56 appears to be an accurate excerpt, which excerpt speaks for itself. To the extent any other allegations require a response, they are denied.

57. Defendants deny paragraph 57 of the Complaint for lack of information sufficient to form a belief.

58. Defendants deny paragraph 58 of the Complaint.

59. Defendants deny paragraph 59 of the Complaint.

60. Defendants deny paragraph 60 of the Complaint.

**Ohayocon 2024**

61. Defendants incorporate all prior responses as if fully stated herein.

62. Defendants deny paragraph 62 of the Complaint for lack of information sufficient to form a belief.

63. Defendants deny paragraph 63 of the Complaint.

64. Defendants deny paragraph 64 of the Complaint.

65. Defendants deny paragraph 65 of the Complaint.

66. Defendants deny paragraph 66 of the Complaint.

67. Defendants deny paragraph 67 of the Complaint for lack of information sufficient to form a belief.

68. Defendants admit paragraph 68 appears to be a website excerpt, which excerpt speaks for itself. To the extent any other allegations require a response, they are denied.

69. Defendants admit paragraph 69 appears to contain screenshots excerpts, which screenshots speak for themselves. To the extent any other allegations require a response, they are

denied. Defendants also explicitly deny being the posters of most, if not all, of the excerpted messages and explicitly deny creating or controlling the referenced Facebook group.

70. Defendants deny paragraph 70 of the Complaint.

71. Defendants deny paragraph 71 of the Complaint for lack of information sufficient to form a belief.

72. Defendants deny paragraph 72 of the Complaint for lack of information sufficient to form a belief.

73. Defendants deny paragraph 73 of the Complaint for lack of information sufficient to form a belief.

74. Defendants deny paragraph 74 of the Complaint for lack of information sufficient to form a belief.

75. Defendants deny paragraph 75 of the Complaint for lack of information sufficient to form a belief.

76. Defendants deny paragraph 76 of the Complaint for lack of information sufficient to form a belief.

**Defendants' Collective Misappropriation of  
CES's Confidential Business Information and Trade Secrets**

77. Defendants incorporate all prior responses as if fully stated herein.

78. Admit.

79. Defendants deny paragraph 79 of the Complaint.

80. Defendants deny paragraph 80 of the complaint for lack of information sufficient to form a belief.

81. Defendants admit all portions of paragraph 81 of the Complaint, except deny the date of the website announcement, which occurred on August 30, 2024.

- 82. Defendants admit paragraph 82 of the Complaint.
- 83. Defendants admit paragraph 83 of the Complaint.
- 84. Defendants deny paragraph 84 of the Complaint.
- 85. Defendants deny paragraph 85 of the Complaint.

**CAUSES OF ACTION**  
**Piercing the Corporate Veil of Sekai Guild**

- 86. Defendants incorporate all prior responses as if fully stated herein.
- 87. Defendants deny paragraph 87 of the Complaint.
- 88. Defendants deny paragraph 88 of the Complaint.
- 89. Defendants deny paragraph 89 of the Complaint.

**COUNT I**  
**Preliminary and Permanent Injunction,**  
**Ohio Revised Code §1333.62 and**  
**Civil Rule 65, against all Defendants, and**  
  
**Misappropriation of Trade Secrets,**  
**Violation of Ohio Revised Code §1333.63,**  
**by all Defendants Jointly and Severally:**

- 90. Defendants incorporate all prior responses as if fully stated herein.
- 91. Paragraph 91 of the Complaint is a legal conclusion to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations of the paragraph.
- 92. Paragraph 92 of the Complaint is a legal conclusion to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations of the paragraph.
- 93. Defendants deny paragraph 93 of the Complaint.
- 94. Defendants deny paragraph 94 of the Complaint.



95. Defendants deny paragraph 95 of the Complaint.

96. Defendants deny paragraph 96 of the Complaint.

97. Defendants deny paragraph 97 of the complaint for lack of information sufficient to form a belief.

98. Defendants deny paragraph 98 of the Complaint.
99. Defendants deny paragraph 99 of the Complaint.
100. Defendants deny paragraph 100 of the Complaint.
101. Defendants deny paragraph 101 of the Complaint.
102. Defendants deny paragraph 102 of the Complaint.
103. Defendants deny paragraph 103 of the Complaint.
104. Defendants deny paragraph 104 of the Complaint.

**COUNT II**  
**Violation of Ohio Revised Code §2913.04,**  
**Unauthorized Use and Theft of Property,**  
**by all Defendants, Jointly and Severally**

105. Defendants incorporate all prior responses as if fully stated herein.

106. Paragraph 106 of the Complaint is a legal conclusion to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations of the paragraph.

107. Paragraph 107 of the Complaint is a legal conclusion to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations of the paragraph.

108. Defendants deny paragraph 108 of the Complaint.
109. Defendants deny paragraph 109 of the Complaint.
110. Defendants deny paragraph 110 of the Complaint.

**COUNT III**  
**Tortious Interference with Contracts and  
Prospective Business Relationships,  
by all Defendants, Jointly and Severally**

111. Defendants incorporate all prior responses as if fully stated herein.

112. Defendants deny paragraph 112 of the complaint for lack of information sufficient to form a belief.

113. Defendants deny paragraph 113 of the Complaint.

114. Defendants deny paragraph 114 of the Complaint.

115. Defendants deny paragraph 115 of the Complaint.

116. Defendants deny paragraph 116 of the Complaint.

**COUNT IV**  
**Breach of Fiduciary Duty by Hightower**

117. Defendants incorporate all prior responses as if fully stated herein.

118. Defendant Legrand admits she was on the board of CES for a period of time and also admits she performed work for CES for which she was not compensated. Defendant Legrand denies the balance of the allegations in paragraph 118 for lack of information sufficient to form a belief.

119. Paragraph 119 of the Complaint is a legal conclusion to which no responsive pleading is required. To the extent a response is required, Defendant Legrand denies the allegations of the paragraph.

120. Defendants deny paragraph 120 of the Complaint.

121. Paragraph 121 of the Complaint is a legal conclusion to which no responsive pleading is required. To the extent a response is required, Defendant Legrand denies the allegations of the paragraph.

122. Defendants deny paragraph 122 of the Complaint.

**COUNT V**

**Defamation by all Defendants Jointly and Severally**

- 123. Defendants incorporate all prior responses as if fully stated herein.
- 124. Defendants deny paragraph 124 of the Complaint.
- 125. Defendants deny paragraph 125 of the Complaint.
- 126. Defendants deny paragraph 126 of the Complaint.
- 127. Defendants deny paragraph 127 of the Complaint.
- 128. Defendants deny paragraph 128 of the Complaint.
- 129. Defendants deny paragraph 129 of the Complaint.

**COUNT VI**

**False Light by all Defendants Jointly and Severally**

- 130. Defendants incorporate all prior responses as if fully stated herein.
- 131. Defendants deny paragraph 131 of the Complaint.
- 132. Defendants deny paragraph 132 of the Complaint.
- 133. Defendants deny paragraph 133 of the Complaint.
- 134. Defendants deny paragraph 134 of the Complaint.

**COUNT VII**

**Wrongful Intrusion by all Defendants Jointly and Severally**

- 135. Defendants incorporate all prior responses as if fully stated herein.
- 136. Defendants deny paragraph 136 of the Complaint.
- 137. Defendants deny paragraph 137 of the Complaint.
- 138. Defendants deny paragraph 138 of the Complaint.
- 139. Defendants deny paragraph 139 of the Complaint.

### **AFFIRMATIVE DEFENSES**

1. The Complaint fails to state a claim against Defendants upon which relief may be granted.
2. Plaintiffs' claims are barred by failure to name a necessary party.
3. Plaintiffs' claims are barred by doctrine of laches, estoppel, consent and/or waiver.
4. Plaintiffs' claims are barred by the applicable statute of limitations.
5. Plaintiffs' claims are barred for failure to mitigate damages.
6. Plaintiffs' claims are barred because this Court does not have proper jurisdiction over the parties.
7. Plaintiffs' claims are barred by res judicata and/or collateral estoppel.
8. Plaintiffs' claims are barred because it has not been harmed.
9. Plaintiffs' claims are barred by their own conduct.
10. Plaintiffs' claims are barred by the doctrines of set-off.
11. Plaintiffs' claims are barred by their own unclean hand or *in pari delicto*.
12. Defendants reserve the right to assert additional affirmative defenses that arise based on facts uncovered during the course of this litigation.

### **COUNTERCLAIM**

Defendants Sekai Guild, Daniel Duffee, Sophia LeGrand, Cody Markum, Benjamin Ng, Erin Reinhard, Kirsten E. Reinhard, Liam Rigsby, Michelle Stines, and Griffin Voyls (collectively "Defendants"), by and through counsel, states as follows for their Counterclaim against Plaintiffs Cultural Exchange Society, Inc., Melissa Ann Phelps, and Emily DeJesus ("CES" and, collectively, "Plaintiffs").

## **NATURE OF THE CASE**

1. This is a case where the Defendants performed labor, but were not paid for it. Additionally, this lawsuit appears to have been initiated for the sole purpose of intimidating a properly competing enterprise without legal basis. This interference was taken without privilege and has damaged Defendants.

### **PLAINTIFFS' FAILURE TO COMPENSATE DEFENDANTS**

2. From various years, beginning as early as 2009 and ranging up to 2023, Daniel Duffee, Sophia Legend, Matt Geisen, Cody Markum, Benjamin Ng, Erin Reinhard, Kirsten E. Reinhard, Liam Rigsby, Michelle Stines, and Griffin Voys (“Individual Defendants”) all performed works on behalf of Plaintiffs Emily DeJesus, Melissa Ann Phelps, and Cultural Exchange Society, Inc. or its predecessor (“CES” and, collectively, “Plaintiffs”).

3. Plaintiffs were in the business of organizing an annual anime convention in Ohio (the “CES Convention”).

4. While this annual convention started modestly with but a few hundred attendees, it eventually grew to attendance in-excess of approximately 10,000.

5. With the growth of the CES Convention, came the growth of revenue generated for the CES Convention.

6. What started as a labor of love for Plaintiffs quickly grew into a profit-generating machine, and by 2023, the CES convention was the sole means of income for Plaintiff Melissa Phelps.

7. The CES Convention also generated substantial revenue for Plaintiff Emily DeJesus by providing her exclusive and lucrative license agreements by which to sell artwork.

8. Despite the explosive growth of the CES Convention, and its revenues, Plaintiffs failed to pay the workers at the CES Convention.

9. Admittedly, the Individual Defendants may have started as volunteers at the CES Convention when they were only working minimal hours; however, as the intensive labor and hours began to grow, the Individual Defendants no longer considered their positions “volunteer” positions.

10. Some of the tasks and some of the volunteers at the CES Convention were performing volunteer tasks and were amenable to being deemed volunteers; however, the Individual Defendants, as time went on, considered themselves “staff,” not volunteers.

11. The Individual Defendants performed labor intensive and technical tasks for the CES Convention including, providing IT support, organizing vendors throughout the year, managing payment for the conference, recruiting attendees, managing volunteers, booking accommodations, and otherwise keeping the gears of a 10,000+ attendee conference turning.

12. Most of the Individual Defendants were even referred to as “senior staff.”

13. Despite performing clearly compensable tasks and even being referred to as “senior staff,” the Individual Defendants were never properly paid for their labor.

14. For the Individual Defendants, unlike conventional volunteers, the weekly hours dedicated to planning the CES convention could, in the week before and of the convention, exceed 60 hours. It was common for Individual Defendants to dedicate dozens of hours to the convention, even in non-peak times.

15. In 2023, the Individual Defendants, collectively, estimate that they spent no less than 1,000 hours planning the CES convention.

16. While some Individual Defendants were issued a 1099 for their services and trivial payment (never exceeding \$1400 in a given year for any Individual Defendant), Defendants were not properly compensated for their work at the CES Convention.

17. Specifically, the economic reality of Individual Defendants was they were employees of the CES convention. Specifically:

- a. There was a high degree of permanency between Individual Defendants and Plaintiffs, with some provision of services extending over 10 years.
- b. The Individual Defendants had no opportunity for increased profit based on increased convention revenues.
- c. Plaintiffs oversaw all aspects of Individual Defendants' work and exercised ironclad control over the CES Convention funds.
- d. As noted in Plaintiffs' Complaint, most of the physical items needed for the CES Convention are claimed by the Plaintiffs, not the Individual Defendants.

18. More appropriately, the Individual Defendants were simply treated like employed workers, expected to arrive in a timely manner, perform needed functions, and depart when permitted by Plaintiffs.

19. Despite operating like employees, the Individual Defendants were never paid like employees.

20. The Individual Defendants did not earn proper salary, wages, or benefits for their work and labor performed in preparation for and during the CES Convention.

21. The Individual Defendants were an integral part of the CES Convention's success, yet they were never correctly paid for any of their contributions to the CES Convention.

**PLAINTIFFS' INCOMPETENCE LEADS TO INDIVIDUAL DEFENDANTS'  
DEPARTURE**

22. In the Fall of 2023, the Individual Defendants had grown disenchanted with the CES Convention's management by Plaintiffs.

23. They made their complaints known to Plaintiffs, who refused to act on them or otherwise remediate alleged deficiencies with the CES Convention.

24. Throughout the pendency of their work for the CES Convention, the Individual Defendants never signed any agreement not to compete, any confidentiality agreement, or any assignment of work product agreement.

25. The only “agreement” which existed was a volunteer agreement, which, while provided by Plaintiffs, was never executed by any of the Individual Defendants.

26. In short, Individual Defendants were free to leave the CES Conventions’ yoke with no fear of reprisal and start their own convention.

27. Individual Defendants had all departed the oversight of Plaintiffs by November 30, 2023.

28. Around this time, Defendants began to form a competing convention, which they were permitted to do, and are still permitted to do, as provided for in the Agreed Order in this matter.

29. This competing convention (“Sekaicon”), unsurprisingly, drew attendees from the CES Convention.

30. Instead of either (1) improving their process and convention to attract attendees back or (2) gracefully ceding the Ohio anime convention realm to Individual Defendants, Plaintiffs initiated this lawsuit.

31. This lawsuit alleged that Individual Defendants had misappropriated “trade secrets” from Plaintiffs. This allegation is incorrect.



32. Individual Defendants operated some personal social media accounts which, at points, were used to promote the CES Convention, but these were **personal** accounts not owned by Plaintiffs.

33. The “trade secrets” sought by Plaintiffs were, in reality, not trade secrets, but were publicly available, personally controlled, social media accounts.

34. Plaintiffs never bothered to create their own promotion infrastructure and, through this lawsuit, seek to tortiously obtain it from Individual Defendants.

35. Unsurprisingly, Plaintiffs want free work and would rather obtain it through coercion than just compensation.

36. As a result of this lawsuit and other actions of Plaintiffs, Sekaicon has been damaged and Defendants predict that Sekaicon has lost no less than 1,000 attendees due to Plaintiffs actions, which, if each attendees generates approximately \$100 in revenue which includes income generated from admission, and all other sources, comes to \$100,000 in lost revenue due to Plaintiffs’ tortious actions.

37. This should have been a cordial parting of Individual Defendants from the yoke of Plaintiffs to form a competing convention. But Plaintiffs refuse to accept competition and refuse to pay for work performed—they would rather seek recompense through a wrongful lawsuit.

38. Individual Defendants will not permit (1) such perversion of the judicial process, (2) recovery of assets by Plaintiffs which, clearly, do not belong to Plaintiffs, and (3) their years of uncompensated labor to be taken advantage of.

**FIRST CLAIM FOR RELIEF**  
**(Unjust Enrichment-Individual Defendants)**

39. Defendants incorporate by reference and re-allege each and every allegation set forth in the above paragraphs as if fully set forth herein.

40. The Individual Defendants conferred a significant benefit on Plaintiffs by providing work and labor for Plaintiffs over the years.

41. Plaintiffs were aware of and accepted the benefit conferred on them by the Individual Defendants.

42. The Individual Defendants did not affirmatively agree to provide the immense work or labor they provided gratuitously—this became a point of contention in 2023.

43. In such circumstances, it is unjust for Plaintiffs to retain the benefits of the Individual Defendant's work and labor such that the Court should enter judgment against Plaintiffs for the unpaid price of the Individual Defendants' work and labor in an amount in excess of \$100,000 to be proven at trial, plus pre- and post-judgment interest thereon, plus reasonable attorneys' fees, plus costs of this action.

44. In the event, and in the alternative, the Court determines the Individual Defendants were independent contractors, then the Individual Defendants retain, by law, possession over all work product created for the CES Convention.

45. This work product, including plans, games, art, and relationships, exceeds a value of \$100,000 and has generated profits for Plaintiffs.

46. Such value and profits would, in the alternative to wages due, be the property of Individual Defendants, which must be returned.

**SECOND CLAIM FOR RELIEF**  
**(Fair Labor Standard Act Violations & R.C. 4111.02-Individual Defendants)**

47. Defendants incorporate by reference and re-allege each and every allegation set forth in the above paragraphs as if fully set forth herein.

48. The Individual Defendants were employees of CES as defined by 29 U.S.C. § 203 and O.R.C. 4111.02.

49. Plaintiffs' practice and policy of not paying the Individual Defendants for time worked and overtime compensation at a rate of one and one-half times their regular rate of pay for all of the hours they worked over 40 each work week violated the FLSA, 29 U.S.C. §§ 206-207 and O.R.C. §§ 4111.02-4111.03.

50. By engaging in the above-mentioned conduct, Plaintiffs' willfully, knowingly, and/or recklessly violated the provisions of the FLSA and O.R.C.

51. As a result of Plaintiffs' practices and policies, the Individual Defendants have been damaged in that they have not received wages due to them pursuant to the FLSA and O.R.C.

52. Individual Defendants are also entitled to treble damage and attorney fees thereunder.

**THIRD CLAIM FOR RELIEF**  
**(Tortious Interference with a Prospective Contractual Relationship-All Defendants)**

53. Defendants incorporate by reference and re-allege each and every allegation set forth in the above paragraphs as if fully set forth herein.

54. Defendants had a business relationship with future attendees of Sekaicon.

55. Plaintiffs were aware at all relevant times that Defendants planned to hold Sekaicon, an independent convention.

56. Despite having notice of Defendants plan to hold Sekaicon, Plaintiffs sued Defendants in an attempt to prevent them from holding Sekaicon.

57. By taking such actions, Plaintiffs tortiously interfered with Defendants' prospective contractual relationships with attendees of Sekaicon.

58. All of Plaintiffs' actions were intentional and improper.

59. Plaintiffs interfered with Defendants' prospective contractual relationships without right, cause, privilege, justification, or a legitimate business purpose for doing so.

60. As a direct and proximate result of Plaintiffs' tortious interference with Defendants' prospective business and contractual relationships, Defendants have suffered damages in excess of \$100,000 to be determined by the trier of fact.

**WHEREFORE**, Defendants respectfully demands judgment in its favor and that the Court award the following relief against Plaintiffs Cultural Exchange Society, Inc., Melissa Ann Phelps, and Emily DeJesus, jointly and severally, as follows:

- A. Compensatory damages in an amount to be determined at trial, but exceeding \$100,000;
- B. Statutory damages in an amount to be proven at trial, but exceeding \$300,000;
- C. The value of all work-product created by Individual Defendants but retained by Plaintiffs, in an amount to be proven at trial, but exceeding \$100,000;
- D. The total loss suffered by Defendants due to vendor obligations;
- E. Pre- and post-judgment interest;
- F. Reasonable attorneys' fees, costs and expenses incurred in defending and prosecuting this action; and
- G. All other and further relief as this Court may deem proper.

Respectfully Submitted

/s/ Alexander R. Foxx  
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*Counsel for Defendants*

**CERTIFICATE OF SERVICE**

I hereby certify that a true and accurate copy of the foregoing was served via email on  
March 5, 2025 to the following:

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*/s/ Alexander R. Foxx*  
\_\_\_\_\_  
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