

1 **COMES NOW PLAINTIFF AND ALLEGES AS FOLLOWS:**

2 1. At all times mentioned herein, Plaintiff Sharp, “SHARP” was a
3 resident of San Diego County, California. SHARP.

4 2. Defendant Writ Media Group, Inc. (“WRIT”), is a publicly traded
5 Delaware Corporation, traded through OTC Markets Group, Inc.’s OTC-Link
6 platform under the symbol “WRIT” and with a listed place of business at 8200
7 Wilshire Blvd., Suite 200, Beverly Hills, California 90211.

8 3. From its inception and up to February 2014, Defendant WRIT was
9 known as Writers’ Group Film Corp.

10 4. Plaintiff is informed and believes that at all times mentioned,
11 Defendant Eric Mitchell (“MITCHELL”) is and was the President, CEO and CFO
12 of Defendant WRIT as well as the controlling shareholder of WRIT.

13 5. Plaintiff is ignorant of the true names of defendants sued herein as
14 DOES 1 through 500, inclusive, and therefore sues these defendants by such
15 fictitious names. Plaintiff will amend this Complaint to allege their true names and
16 capacities when ascertained. Any allegation against any defendant shall apply to
17 each DOE defendant

18 6. Plaintiff is informed and believes, and on such information and belief
19 alleges, that at all times herein mentioned, each defendant was the agent of each
20 and every other defendant, and in doing the things alleged herein, was acting in the
21 course and scope of its/his agency and/or employment and was acting with the
22 consent, permission and/or authorization of each and every remaining defendant.
23 The acts and conduct of each defendant herein was ratified and approved by every
24 remaining defendant.

25
26 **CHRONOLOGICAL FACTUAL HISTORY OF CLAIMS**

27 7. On or about May 16, 2011, the Plaintiff filed litigation (“the 2011
28 case”) against Defendant WRIT and other defendants for Fraud, Negligent

1 Misrepresentation, Violation of California Corporations Code Section 25400 et
2 seq; Violation of California Unfair Business Practices Act – Business &
3 Professions Code Section 17200; and Violation of California Unfair Business
4 Practices Act – Business & Professions Code Section 17500 (LA Superior Court
5 Case No. BC461550).

6 8. On or about February 16, 2012, the remaining parties in the 2011 case
7 entered into a Settlement Agreement whereby SHARP was to receive \$10,000 in
8 cash and ten million free-trading shares of WRIT stock. SHARP received the
9 settlement payment and stock as agreed, thus making SHARP a shareholder of
10 WRIT and entitling him to all the rights and protections afford any shareholder.
11 SHARP remains a shareholder of WRIT to this day.

12 9. From February 14, 2012 to February 4, 2014, the Defendants issued
13 approximately 5.2 billion shares of WRIT.

14 10. From March 7, 2012 to July 21, 2016, the Defendants issued no less
15 than 63 press releases touting various purported business achievements,
16 relationships, contracts and other business developments.

17 11. June 3, 2013, WRIT issued a press release announcing projected
18 revenues of \$500,000 during the 4th quarter of 2013.

19 12. On July 8, 2013, WRIT issued a press release announcing the
20 acquisition of Amiga Games, Inc.

21 13. On August 19, 2013 and August 20, 2013 WRIT stock was promoted
22 by various known stock touts who specialize in creating hype for intrinsically
23 worthless penny stocks in order to enable certain insiders to divest themselves of
24 shares. The promotion created a dramatic but temporary increase in share price and
25 trading volume of WRIT stock.

26 14. On February 4, 2014 the Defendants executed a one for one thousand
27 reverse split of stock reducing the number of shares outstanding in WRIT from at
28 approximately 5.7 billion shares to approximately 5.7 million shares, effectively

1 wiping out the holdings of small shareholders.

2 15. From February 4, 2014 to July 24, 2015, the Defendants issued
3 approximately 455.5 million shares of WRIT.

4 16. From June 11, 2014 to June 13, 2014 WRIT stock was promoted by
5 various known stock touts who specialize in creating hype for intrinsically
6 worthless penny stocks in order to enable certain insiders to divest themselves of
7 shares. The promotion created an increase in share price and trading volume of
8 WRIT stock. The stock touts usually included a disclaimer within their emails
9 identifying their compensation for services rendered.

10 17. On July 24, 2015 the Defendants executed a one for five hundred
11 reverse split of stock reducing the number of shares outstanding in WRIT from at
12 approximately 461.2 million shares to 2,306,061 shares, once again effectively
13 wiping out the holdings of small shareholders.

14 18. From June 20, 2016 to July 19, 2016 WRIT stock was promoted
15 through a spam email campaign designed to create hype for intrinsically worthless
16 penny stocks. The emails were distributed through iContact, LLC's email
17 marketing service. The promotion created a dramatic but temporary increase in
18 share price and trading volume of WRIT stock. As of the date of this complaint,
19 WRIT shares are trading at an 95% discount to the high price achieved at the
20 height of this promotion.

21
22 **MITCHELL IS THE ALTER-EGO OF WRIT**

23 19. The Plaintiff is informed and believes and thereon alleges that
24 Defendant Eric Mitchell is the alter-ego of the Defendant Writ Media Group, Inc.

25 20. The two basic requirements that must be satisfied before a corporate
26 defendant's entity may be disregarded and an individual may be considered to be
27 the corporate defendant's alter ego are: (1) that there be such unity of interest and
28 ownership that the separate personalities of the corporation and the individual no

1 longer exist; and (2) that, if the acts are treated as those of the corporation alone, an
2 inequitable result will follow. *Mesler v. Bragg Management Co.* (1985) 39 Cal. 3d
3 290, 300, 216 Cal. Rptr. 443, 702 P.2d 601 ; *Automotriz Del Golfo De Cal. v.*
4 *Resnick* (1957) 47 Cal. 2d 792, 796, 306 P.2d 1 ; *NEC Electronics Inc. v. Hurt*
5 (1989) 208 Cal. App. 3d 772, 777, 256 Cal. Rptr. 441).

6 21. Before a corporation's acts and obligations can be legally recognized
7 as those of a particular person, and vice versa, the following conditions must exist.
8 *Minifie v. Rowley* (1921) 187 Cal. 481, 487; *Robbins v. Blecher* (1997) 52 Cal.
9 App. 4th 886, 892 ; *Associated Vendors, Inc. v. Oakland Meat Co.* (1962) 210 Cal.
10 App. 2d 825, 837:

- 11 - It must appear that the corporation is not only influenced and governed
12 by that person, but that there is such a unity of interest and ownership
13 that the individuality, or separateness, of such person and the corporation
14 has ceased; and
- 15 - The facts are such that an adherence to the fiction of the separate
16 existence of the corporation would, under the particular circumstances,
17 sanction a fraud or promote injustice.

18 22. The variety of factors that courts have considered in reaching their
19 determination as to whether the alter ego doctrine should be applied were
20 summarized, with citations to authority, in *Associated Vendors Inc. v. Oakland*
21 *Meat Co.* (1962) 210 Cal. App. 2d 825, 838-840, including the commingling of
22 funds and other assets, failure to segregate funds of the separate entities, and the
23 unauthorized diversion of corporate funds or assets to other than corporate uses,
24 the treatment by an individual of the assets of the corporation as his or her own, the
25 failure to observe corporate formalities or to keep accurate corporate records, the
26 undercapitalization of the corporation and the draining of the corporate assets by
27 the shareholder. All of those factors are present here as will be proved at the time
28 of trial.

1 **THE CONSPIRACY**

2 23. The Plaintiff is informed and believes and thereon alleges that all the
3 events, factual and alleged, were conducted in a conspiracy devised by the
4 Defendants for the purpose of self-dealing and calculated to (a) sell intrinsically
5 valueless shares of WRIT; (b) entice WRIT shareholders to maintain their
6 holdings; (c) unjustly enrich certain individuals, including Defendant MITCHELL;
7 (d) eliminate shareholder value without consideration to shareholders; and, (e)
8 restore the divested holdings of certain individuals including MITCHELL for little
9 or no value received.

10
11 **FIRST CAUSE OF ACTION**

12 **Fraud**

13 (against all Defendants)

14 24. Plaintiff hereby re-alleges and incorporates by reference the facts and
15 allegations contained in Paragraphs 1 through 23 as though fully set forth herein.

16 25. In order to induce the Plaintiff and other shareholders to maintain its
17 holdings in WRIT common stock and entice the purchase of new shares by the
18 public at large, the Defendants made express representations, through the issuances
19 of press releases and other public statements.

20 26. Each of these representations were made for the purpose of inducing
21 the Plaintiff to rely on them and entice the Plaintiff and other shareholders and
22 members of the public to retain their WRIT common stock holdings.

23 27. This scheme by the Defendants was unknown to Plaintiff at the time it
24 was concocted, and he had no basis to know that these representations were false.
25 Hence, the Plaintiff reasonably and justifiably relied upon the Defendants'
26 representations and retained his WRIT stock holdings.

27 28. As a result of this fraud by the Defendants, Plaintiff has suffered
28 damages including the actual loss of over \$25,000 in an amount to be proven at

1 trial, the loss of the opportunity to invest in other investments, as well as other
2 damages in an amount to be proven at the time of trial.

3 29. Each of these representations caused damages including, but not
4 limited, to the loss to the Plaintiff of the value his entire holdings in WRIT, in an
5 amount to be proven at the time of trial.

6 30. As each of these misrepresentations constituted fraud and were made
7 with a conscious disregard for the rights and privileges of the Plaintiff, the Plaintiff
8 is entitled to an award of punitive and exemplary damages in an amount to be
9 proven at the time of trial.

10
11 **Count 1 – Intentional Misrepresentation – August 1, 2013**

12 31. On August 1, 2013, WRIT and MITCHELL issued a press release
13 titled “Amiga Games Inc., a Newly Acquired Company of Writers Group Film
14 Corp., Announces Worldwide Distribution for Kindle Devices Through
15 Amazon.com”. The press release was designed to make the reader believe that
16 WRIT revenues were imminent through Amazon’s distribution of Amiga products.

17 32. At the time this representation was made it was false and misleading,
18 and the Defendants knew that the representation were false and misleading,
19 because Amiga Games and its products were antiquated, had little to no intrinsic
20 value and could not and would not generate any significant benefit, including
21 revenue, for WRIT or its shareholders.

22
23 **Count 2 – Intentional Misrepresentation – August 19, 2013**

24 1. On August 19, 2013, WRIT and MITCHELL issued a press release
25 titled “Amiga Games Inc., a Newly Acquired Company of Writers Group Film
26 Corp., Announces Classic Game Co-Marketing and Distribution Agreement With
27 Microsoft Corporation”. The press release was designed to make the reader believe
28 that WRIT revenues were imminent through Microsoft’s market and distribution of

1 Amiga products.

2 33. At the time this representation was made it was false and misleading,
3 and the Defendants knew that the representation were false and misleading,
4 because Amiga Games and its products were antiquated, had little to no intrinsic
5 value and could not and would not generate any significant benefit, including
6 revenue, for WRIT or its shareholders.

7
8 **Count 3 – Intentional Misrepresentation – August 21, 2013**

9 34. On August 21, 2013, WRIT and MITCHELL issued a press release
10 titled “Writers' Group Film Corp. Closes Share Exchange Agreement With Amiga
11 Games Inc. and Provides Corporate Update”. Among other false and misleading
12 statements, the press release stated that, “Management revenue forecasts include
13 \$1.25 million in revenues during the first twelve months following the close of the
14 Amiga Games purchase. The revenues are comprised of advances from gaming
15 distributors, retail sales, and developer fees.”

16 35. At the time this representation was made it was false and misleading,
17 and the Defendants knew that the representation were false and misleading,
18 because Amiga Games and its products were antiquated, had little to no intrinsic
19 value and could not and would not generate any significant benefit, including
20 revenue, for WRIT or its shareholders.

21
22 **Count 4 – Intentional Misrepresentation – October 3, 2013**

23 36. On October 3, 2013, WRIT and MITCHELL issued a press release
24 titled “Amiga Games Inc., a Wholly-Owned Subsidiary of Writers Group Film
25 Corp, Announces Distribution for iPhone and iPad Through Apple's iTunes and
26 App Store”. The press release was designed to make the reader believe that WRIT
27 revenues were imminent through Apple’s distribution of Amiga products.

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1 37. At the time this representation was made it was false and misleading,
2 and the Defendants knew that the representation were false and misleading,
3 because Amiga Games and its products were antiquated, had little to no intrinsic
4 value, and could not and would not generate any significant benefit, including
5 revenue, for WRIT or its shareholders.
6

7 **Count 5 – Intentional Misrepresentation – February 6, 2014**

8 38. On February 6, 2014, WRIT and MITCHELL issued a press release
9 titled “Retro Infinity Inc., a Subsidiary of WRIT Media Group, Inc., Announced
10 Delivery of Preview Gaming Titles to Microsoft Corporation”. The press release
11 was designed to make the reader believe that WRIT revenues were imminent
12 through Microsoft’s distribution of Retro Infinity products. Among the false and
13 misleading statements within the press release the press release announced that,
14 “...the Microsoft agreement will eventually bring between fifty and five hundred
15 classic game titles to Windows 8 and Windows Phone 8. The titles of the first
16 wave of delivered games will be announced in accordance with Microsoft's
17 distribution and release of each game in the Apps for Windows store.

18 39. At the time this representation was made it was false and misleading,
19 and the Defendants knew that the representation were false and misleading,
20 because Retro Infinity and its products were antiquated, had little to no intrinsic
21 value, and could not and would not generate any significant benefit, including
22 revenue, for WRIT or its shareholders. Furthermore, the promised fifty to five
23 hundred games could not and would not be delivered to Microsoft not would
24 Microsoft release fifty to five hundred Retro Infinity games.
25

26 **Count 6 – Intentional Misrepresentation – February 10, 2014**

27 40. On February 10, 2014, WRIT and MITCHELL issued a press release
28 titled “Retro Infinity Inc., a Wholly-Owned Company of WRIT Media Group, Inc.,

1 Announces License and Distribution Agreement With Urbanscan Ltd.”. The press
2 release was designed to make the reader believe that WRIT revenues were
3 imminent through Urbanscan’s distribution of Retro Infinity products.

4 41. At the time this representation was made it was false and misleading,
5 and the Defendants knew that the representation were false and misleading,
6 because Retro Infinity and its products were antiquated, had little to no intrinsic
7 value, and could not and would not generate any significant benefit, including
8 revenue, for WRIT or its shareholders.

9
10 **Count 7 – Intentional Misrepresentation – June 17, 2014**

11 42. On June 17, 2014, WRIT and MITCHELL issued a press release
12 titled “Retro Infinity Inc., a Wholly-Owned Company of WRIT Media Group, Inc.,
13 Announces Entertainment Software License Agreement With Tommo Inc.”.
14 Among the false and misleading statement found in the press release was the
15 announcement that, “The license agreement will re-launch dozens of Tommo's
16 gaming titles, popular in the 1990's, on mobile devices, desktop devices, and TV
17 set top devices through Amiga Games/Retro Infinity's branded distribution
18 arrangements with Roku's Game Channel, Microsoft's App Store, and Samsung's
19 App Store.” The press release was designed to make the reader believe that WRIT
20 revenues were imminent through Roku, Game Channel, Microsoft and Samsung’s
21 distribution of Tommo products.

22 43. At the time this representation was made it was false and misleading,
23 and the Defendants knew that the representation were false and misleading,
24 because Tommo and its products were antiquated, had little to no intrinsic value,
25 and could not and would not generate any significant benefit, including revenue,
26 for WRIT or its shareholders.

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1 **Count 8 – Intentional Misrepresentation – September 26, 2014**

2 44. On June 17, 2014, WRIT and MITCHELL issued a press release
3 titled “WRIT Media Announces Launch of Online Video Game Point of Sale
4 Platforms” Among the false and misleading statements, the press release,
5 “...announced today that it will launch its online point of sale platforms;
6 www.RetroInfinity.com and www.AmigaGamesInc.com, in conjunction with the
7 first RWR Retro Infinity "Drive to Championship Weekend" NASCAR race. On
8 Saturday, September 27th, Retro Infinity and Amiga Games will launch their
9 online stores, which will market their "retro" gaming titles directly to consumers.

10 45. At the time this representation was made it was false and misleading,
11 and the Defendants knew that the representation were false and misleading,
12 because Retro Infinity and Amiga Games and its products were antiquated, had
13 little to no intrinsic value, and could not and would not generate any significant
14 benefit, including revenue, for WRIT or its shareholders. Furthermore, more than
15 two years later, the promised sale platforms have not been launched and no
16 products are available to purchase.

17
18 **Count 9 – Concealment**

19 46. In order to induce the Plaintiff and other shareholders to retain their
20 holdings in WRIT stock and entice the purchase of new shares by the public at
21 large, the Defendants knowingly omitted material facts within its many
22 representations.

23 47. The Defendants made these omissions as they knew that the
24 dissemination of these material facts would likely cause the Plaintiff and other
25 shareholders to divest their holdings in WRIT stock and hamper the sales of
26 additional shares.

27 48. Through these omissions, the Defendants misrepresented the viability
28 of the Plaintiff’s and other shareholders holdings in WRIT stock and the likelihood

1 of benefitting from a share price increase.

2 49. The Defendants' omissions were deliberate with the intent to conceal
3 the material facts from the Plaintiff and other shareholders in order to induce them
4 to retain their holdings in WRIT stock and entice the purchase of new shares by the
5 public at large.

6 50. This scheme by the Defendants was unknown to Plaintiff at the time it
7 was concocted and he had no reason to believe that material facts were omitted.
8 Hence, the Plaintiff reasonably and justifiably relied upon the Defendants'
9 representation and retained his holdings in WRIT stock.

10 51. As a result of this fraud by the Defendants, Plaintiff has suffered
11 damages including the loss of money, the loss of the opportunity to participate in
12 other investments, loss of the benefits from increases in the stock price that could
13 have been achieved had the Defendants' intentions been forthright, as well as other
14 damages in an amount to be proven at the time of trial.

15 52. While making numerous representations that the products of WRIT
16 subsidiaries Amiga Games and Retro Infinity were to be distributed through
17 channels provided by Samsung, Inc., Microsoft, Inc., Apple, Inc, Urbanscan, Ltd.
18 and Roku, Inc., the Defendants concealed the facts and knowledge of the facts that
19 Amiga and Retro Infinity products were antiquated and unable to generate
20 significant income and that the distribution.

21 53. When representing the launch of video game Point of Sale platforms
22 in a September 26, 2014 press release, the Defendants concealed the facts that
23 these platforms would not be launched, were not functional and were never
24 expected to generate revenue.

25 54. Within each representation by the Defendants, they concealed that the
26 true intent of the representation was to sell shares of WRIT stock to the public and
27 entice existing shareholders to maintain their holdings in WRIT stock.

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1 **Count 1 – August 1, 2013**

2 62. On August 1, 2013, WRIT and MITCHELL issued a press release
3 titled “Amiga Games Inc., a Newly Acquired Company of Writers Group Film
4 Corp., Announces Worldwide Distribution for Kindle Devices Through
5 Amazon.com”. The press release was designed to make the reader believe that
6 WRIT revenues were imminent through Amazon’s distribution of Amiga products.

7 63. This representation was false and misleading, and the Defendants
8 made the representation while negligently disregarding the facts that Amiga Games
9 and its products were antiquated, had little to no intrinsic value and could not and
10 would not generate any significant benefit, including revenue, for WRIT or its
11 shareholders.
12

13 **Count 2 – August 19, 2013**

14 64. On August 19, 2013, WRIT and MITCHELL issued a press release
15 titled “Amiga Games Inc., a Newly Acquired Company of Writers Group Film
16 Corp., Announces Classic Game Co-Marketing and Distribution Agreement With
17 Microsoft Corporation”. The press release was designed to make the reader believe
18 that WRIT revenues were imminent through Microsoft’s market and distribution of
19 Amiga products.

20 65. This representation was false and misleading, and the Defendants
21 made the representation while negligently disregarding the facts that Amiga Games
22 and its products were antiquated, had little to no intrinsic value and could not and
23 would not generate any significant benefit, including revenue, for WRIT or its
24 shareholders.
25

26 **Count 3 – August 21, 2013**

27 66. On August 21, 2013, WRIT and MITCHELL issued a press release
28 titled “Writers' Group Film Corp. Closes Share Exchange Agreement With Amiga

1 Games Inc. and Provides Corporate Update”. Among other false and misleading
2 statements, the press release stated that, “Management revenue forecasts include
3 \$1.25 million in revenues during the first twelve months following the close of the
4 Amiga Games purchase. The revenues are comprised of advances from gaming
5 distributors, retail sales, and developer fees.”

6 67. This representation was false and misleading, and the Defendants
7 made the representation while negligently disregarding the facts that Amiga Games
8 and its products were antiquated, had little to no intrinsic value and could not and
9 would not generate any significant benefit, including revenue, for WRIT or its
10 shareholders.

11
12 **Count 4 – October 3, 2013**

13 68. On October 3, 2013, WRIT and MITCHELL issued a press release
14 titled “Amiga Games Inc., a Wholly-Owned Subsidiary of Writers Group Film
15 Corp, Announces Distribution for iPhone and iPad Through Apple's iTunes and
16 App Store”. The press release was designed to make the reader believe that WRIT
17 revenues were imminent through Apple’s distribution of Amiga products.

18 69. This representation was false and misleading, and the Defendants
19 made the representation while negligently disregarding the facts that Amiga Games
20 and its products were antiquated, had little to no intrinsic value and could not and
21 would not generate any significant benefit, including revenue, for WRIT or its
22 shareholders.

23
24 **Count 5 – February 6, 2014**

25 70. On February 6, 2014, WRIT and MITCHELL issued a press release
26 titled “Retro Infinity Inc., a Subsidiary of WRIT Media Group, Inc., Announced
27 Delivery of Preview Gaming Titles to Microsoft Corporation”. The press release
28 was designed to make the reader believe that WRIT revenues were imminent

1 through Microsoft’s distribution of Retro Infinity products. Among the false and
2 misleading statements within the press release the press release announced that,
3 “...the Microsoft agreement will eventually bring between fifty and five hundred
4 classic game titles to Windows 8 and Windows Phone 8. The titles of the first
5 wave of delivered games will be announced in accordance with Microsoft's
6 distribution and release of each game in the Apps for Windows store.

7 71. This representation was false and misleading, and the Defendants
8 made the representation while negligently disregarding the facts that Retro Infinity
9 and its products were antiquated, had little to no intrinsic value and could not and
10 would not generate any significant benefit, including revenue, for WRIT or its
11 shareholders, and that the promised fifty to five hundred games could not and
12 would not be delivered to Microsoft not would Microsoft release fifty to five
13 hundred Retro Infinity games.

14
15 **Count 6 – February 10, 2014**

16 72. On February 10, 2014, WRIT and MITCHELL issued a press release
17 titled “Retro Infinity Inc., a Wholly-Owned Company of WRIT Media Group, Inc.,
18 Announces License and Distribution Agreement With Urbanscan Ltd.”. The press
19 release was designed to make the reader believe that WRIT revenues were
20 imminent through Urbanscan’s distribution of Retro Infinity products.

21 73. This representation was false and misleading, and the Defendants
22 made the representation while negligently disregarding the facts that Retro Infinity
23 and its products were antiquated, had little to no intrinsic value and could not and
24 would not generate any significant benefit, including revenue, for WRIT or its
25 shareholders.

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1 **Count 7 – June 17, 2014**

2 74. On June 17, 2014, WRIT and MITCHELL issued a press release
3 titled “Retro Infinity Inc., a Wholly-Owned Company of WRIT Media Group, Inc.,
4 Announces Entertainment Software License Agreement With Tommo Inc.”.
5 Among the false and misleading statement found in the press release was the
6 announcement that, “The license agreement will re-launch dozens of Tommo's
7 gaming titles, popular in the 1990's, on mobile devices, desktop devices, and TV
8 set top devices through Amiga Games/Retro Infinity's branded distribution
9 arrangements with Roku's Game Channel, Microsoft's App Store, and Samsung's
10 App Store.” The press release was designed to make the reader believe that WRIT
11 revenues were imminent through Roku, Game Channel, Microsoft and Samsung’s
12 distribution of Tommo products.

13 75. This representation was false and misleading, and the Defendants
14 made the representation while negligently disregarding the facts that Tommo and
15 its products were antiquated, had little to no intrinsic value and could not and
16 would not generate any significant benefit, including revenue, for WRIT or its
17 shareholders.

18
19 **Count 8 – September 26, 2014**

20 76. On June 17, 2014, WRIT and MITCHELL issued a press release
21 titled “WRIT Media Announces Launch of Online Video Game Point of Sale
22 Platforms” Among the false and misleading statements, the press release,
23 “...announced today that it will launch its online point of sale platforms;
24 www.RetroInfinity.com and www.AmigaGamesInc.com, in conjunction with the
25 first RWR Retro Infinity "Drive to Championship Weekend" NASCAR race. On
26 Saturday, September 27th, Retro Infinity and Amiga Games will launch their
27 online stores, which will market their "retro" gaming titles directly to consumers.

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1 89. Plaintiff is informed and believes and thereon alleges that the
2 defendants' conduct of defrauding shareholders, intentionally making false and
3 misleading representations and fraudulently transfer WRIT's assets is an ongoing
4 business practice that has existed since WRIT shares started trading in 2011 and
5 continues to the present date. Without Court intervention, this conduct will
6 continue unabated into the future.

7 90. Based on these facts, Plaintiff seeks equitable relief including, but not
8 limited to, restitution, disgorgement of profits, and a preliminary and permanent
9 injunction.

10
11 **WHEREFORE**, Plaintiff prays judgment against the Defendants as follows:

- 12 1. On Plaintiff's First Cause of Action herein:
- 13 (a) for a preliminary and permanent injunction;
- 14 (b) for damages in an amount to be proven at trial;
- 15 (c) for restitution;
- 16 (d) for disgorgement of profits;
- 17 (e) for cost of suit herein incurred;
- 18 (f) for punitive and exemplary damages; and,
- 19 (g) for such other and further relief as the court may deem proper.
- 20 2. On Plaintiff's Second Cause of Action herein:
- 21 (a) for damages in an amount to be proven at trial;
- 22 (b) for disgorgement of profits;
- 23 (c) for cost of suit herein incurred; and
- 24 (d) for such other and further relief as the court may deem proper.
- 25 3. On Plaintiff's Third Cause of Action herein:
- 26 (a) for a preliminary and permanent injunction;
- 27 (b) for restitution;
- 28 (c) for disgorgement of profits;

- (d) for cost of suit herein incurred; and
- (e) for such other and further relief as the court may deem proper.

4. On Plaintiff's Second Cause of Action herein:

- (a) for damages in an amount to be proven at trial;
- (b) for disgorgement of profits;
- (c) for cost of suit herein incurred; and
- (d) for such other and further relief as the court may deem proper.

5. On Plaintiff's Fourth Cause of Action herein:

- (a) for a preliminary and permanent injunction;
- (b) for restitution;
- (c) for disgorgement of profits;
- (d) for cost of suit herein incurred; and
- (e) for such other and further relief as the court may deem proper.

Dated: December 22, 2016

By: George Sharp. In Propria Persona


