

Court File No. **NEW-S-S-134176**

No.  
New Westminster Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

RYAN BENNETT and FRANÇOIS PIETTE d.b.a  
LEGACY ENTERTAINMENT and LEGACY POKER LTD.

PLAINTIFFS

AND:

ANDREW SELLARS, CAKE POKER (CANADA) INC., CAKE GAMING  
N.V., CARMANCO N.V., CHRIS MACPHERSON, CHRIS PEDDIGREW,  
CHRISTOPHER RUCK, DOUGLAS FREESE, EUROCAKE HOLDING LTD.,  
EUROCAKE NETWORK LTD., EUROCAKE POKER LTD., IAN WINTER,  
NICHOLAOS MELLIOS, SARAH MELLIOS, YUMMY INTERACTIVE INC. and  
YUMMY INTERACTIVE (CANADA) INC.

DEFENDANTS

**NOTICE OF CIVIL CLAIM**

This action has been started by the Plaintiffs for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer(s) must:

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the Plaintiffs.

If you intend to make a counterclaim, you or your lawyer(s) must:

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the Plaintiffs and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the Plaintiffs,

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFFS

Part 1: STATEMENT OF FACTS

1. The Plaintiff, Legacy Entertainment, is a general partnership between Ryan Bennett ("Bennett") and François Piette ("Piette") and has an address for service in this action only of Suite 212 – 5455 152 Street, Surrey, B.C., V3S 5A5.
2. Bennett is a partner of Legacy Entertainment, a shareholder of Cake Poker (Canada) Inc., and a shareholder of Cake Gaming N.V.
3. Piette is a partner of Legacy Entertainment, a shareholder of Cake Poker (Canada) Inc., and a shareholder of Cake Gaming N.V.
4. The Plaintiff, Legacy Poker Ltd. ("Legacy Poker"), is a company incorporated pursuant to the laws of British Columbia and has an address for service of Suite 212 – 5455 152 Street, Surrey, B.C., V3S 5A5. Legacy Poker is the successor to Legacy Entertainment Corp., a limited liability company organized under the laws of the State of Nevada, U.S.A.
5. The Defendant, Cake Poker (Canada) Inc. ("Cake Poker"), is a company incorporated pursuant to the laws of British Columbia and has an address for service of Suite 415 – 375 Water Street, Vancouver, B.C., V6B 5C6. Cake Poker was voluntarily dissolved on July 19, 2007 and then restored on November 2, 2010. Cake Poker is an affiliate of Yummy Interactive Inc., Yummy Interactive (Canada) Inc., Cake Gaming N.V., Eurocake Holding Ltd.,

Eurocake Network Ltd., and Eurocake Poker Ltd. (collectively, "Cake Gaming Network"). The primary business of the Cake Gaming Network is providing games of chance and wagering through the internet.

6. The Defendant, Cake Gaming N.V., is a limited liability company ("naamloze vennootschap" or N.V.) organized under the laws of the Netherlands Antilles (Curaçao) and has a company address of Dr. M.J. Hugenholtzweg Z/N UTS Gebouw, Willemstad, Curaçao, Netherlands Antilles. Cake Gaming N.V. carries on business overseas and has operations in Vancouver, B.C. Cake Gaming N.V. is a member of the Cake Gaming Network.
7. The Defendant, Carmanco N.V., is a limited liability company organized under the laws of the Netherlands Antilles (Curaçao) and has a company address of Van Engelenweg 23, Curaçao, Netherlands Antilles. Carmanco N.V. is a trust and management company and operates as the statutory director of Cake Gaming N.V.
8. The Defendant, Eurocake Holding Ltd., is a company organized under the laws of Malta with a company address of Level 2, Centre Point Second Floor, Dun Karm Street, Birkirkara By-Pass, Birkirkara, Malta. Eurocake Holding Ltd. is a member of the Cake Gaming Network.
9. The Defendant, Eurocake Network Ltd., is a company organized under the laws of Malta with a company address of Level 2, Centre Point Second Floor, Dun Karm Street, Birkirkara By-Pass, Birkirkara, Malta. Eurocake Network Ltd. is a member of the Cake Gaming Network.
10. The Defendant, Eurocake Poker Ltd., is a company organized under the laws of Malta with a company address of Level 2, Centre Point Second Floor, Dun Karm Street, Birkirkara By-Pass, Birkirkara, Malta. Eurocake Poker Ltd. is a member of the Cake Gaming Network.
11. The Defendant, Yummy Interactive (Canada) Inc., is a company incorporated under the laws of Ontario and is duly registered and continued as an extra-provincial company under the laws of British Columbia. Yummy Interactive (Canada) Inc. provides and develops technology solutions for secure digital delivery of video games via the internet. Its principal place of business is located at Suite 415 – 375 Water Street, Vancouver, B.C., V6B. Yummy Interactive (Canada) Inc. is a member of the Cake Gaming Network.

12. The Defendant Yummy Interactive Inc. (together with Yummy Interactive (Canada) Inc., "Yummy"), is a corporation organized under the laws of the State of Delaware with a principal place of business located at Suite 415 – 375 Water Street, Vancouver, B.C., V6B 5C6. Yummy Interactive Inc. provides and develops technology solutions for secure digital delivery of video games via the Internet. Yummy Interactive Inc. is a member of the Cake Gaming Network.
13. The Defendant, Nicholaos Mellios ("Mellios"), is a businessman who resides in Sitges, Spain. Mellios is a Director of Cake Poker, Yummy Interactive Inc., and Yummy Interactive (Canada) Inc. Mellios holds a substantial interest, directly or indirectly, in Yummy and the Cake Gaming Network and, together with Christopher Ruck ("Ruck") and Ian Winter ("Winter"), is responsible for all major decisions regarding Yummy and the Cake Gaming Network.
14. The Defendant, Ruck, is a businessman who resides at 31869 Glewnwood Avenue, Abbotsford, B.C., V2T 1E4. Ruck is a Director of Cake Poker and Yummy Interactive Inc. Ruck holds a substantial interest, directly or indirectly, in Yummy and the Cake Gaming Network and, together with Mellios and Winter, is responsible for all major decisions regarding Yummy and the Cake Gaming Network.
15. The Defendant, Winter, is the Chief Operating Officer of Yummy Interactive (Canada) Inc. and is the Chief Financial Officer of Cake Poker. Winter resides at 5065 Inverness Street, Vancouver, B.C., V5W 3N7. Winter holds a substantial interest, directly or indirectly, in Yummy and the Cake Gaming Network and, together with Mellios and Ruck, is responsible for all major decisions regarding Yummy and the Cake Gaming Network.
16. The Defendants, Andrew Sellars, Chris MacPherson, Chris Peddigrew, Christopher Ruck, Douglas Freese, Ian Winter, Nicholaos Mellios, and Sarah Mellios, directly or indirectly, hold interests in the Cake Gaming Network ("Shareholders").
17. Around January 2001, Bennett and Piette formed Legacy Entertainment. It was formed to develop and market a then unique online poker website ("Legacy Project"). At that time, no other online poker website used an advanced business model or marketing model like the ones proposed for the Legacy Project.

18. The Legacy Project included a network marketing component whereby customers/players are compensated for referring other customers/players to the Legacy Project and who then receive a portion of the referred customers'/players' winnings. It also proposed using photo real images on the website. These were then unique ways to obtain and retain customers/players.
19. Around April 2001, Bennett and Piette incorporated Legacy Entertainment Corp. in Las Vegas, Nevada.
20. In June 2002, Bennett and Piette prepared a detailed business plan ("Business Plan") and Power Point presentation to attract potential investors to the Legacy Project. Bennett and Piette researched and created the Business Plan and the Power Point presentation. They used them during their presentations to potential investors for the Legacy Project.
21. Bennett and Piette had also registered the domain name: [legacypoker.com](http://legacypoker.com). That website was also used to aid them in their presentations to potential investors for the Legacy Project. The website had on it the Business Plan, Power Point presentation, and other information regarding the Legacy Project. These were in a restricted area on the website. The website required passwords for the restricted areas. Only Bennett and Piette had access to the restricted area.
22. The Business Plan detailed the multi-level marketing system to attract and then retain customers/players. That system was partly based on compensating customers/players based on a referral system. The Business Plan also detailed the photo real images to be used on the website. These images were specifically contemplated to simulate the feeling of a live poker game.
23. Around June 2001, Bennett and Piette prepared a detailed production schedule for the Legacy Project ("Production Schedule"). The Production Schedule set out what the Legacy Project was going to look and feel like, how customers/players would navigate the site, and it set out the guidelines and timeframes for developing and marketing the Legacy Project.
24. Around December 2003, Bennett bumped into Mellios at the Sungod Recreation Centre, located at 7815 112 Street, Delta, B.C. During that

encounter, Mellios told Bennett about Yummy's poor financial situation and Yummy's immediate need for a new business project.

25. Around early-April 2004, Bennett and Mellios emailed each other on several occasions about launching an online poker business.
26. Around mid-April 2004, Bennett and Mellios met and discussed forming a partnership regarding the Legacy Project. Mellios expressed considerable interest in the Legacy Project and stated that it sounded very promising.
27. Around May 6, 2004, Bennett and Piette met Mellios, Ruck, and Freese at Yummy's offices. Bennett and Piette presented the Legacy Project. The presentation canvassed, among other things, the Business Plan, projected profitability, strategies for best gaining and retaining a share of the online poker market, and the difference between the Legacy Project and Party Poker, Poker Stars, and Paradise Poker.
28. Prior to this meeting, Mellios signed a Non-Disclosure/Non-Compete/Non-Circumvention Agreement ("Non-Disclosure Agreement") and, at the meeting, Ruck and Freese also signed the Non-Disclosure Agreement. Bennett and Piette required the Non-Disclosure Agreement to be signed before they presented the Legacy Project to protect their proprietary interest in the information they revealed about the Legacy Project.
29. Around May 7, 2004, i.e. the next day, Bennett and Piette again met with Mellios, Ruck, and Freese at Yummy's offices. Mellios asked for the meeting. At that meeting, Mellios offered to form a partnership with Bennett and Piette to market and develop the Legacy Project. Bennett and Piette accepted Mellios' offer. More specifically, Legacy Entertainment was to comprise 20% of the partnership and Yummy was to comprise 80% of the partnership.
30. Mellios said that he, i.e. Yummy, was to provide all of the finances and technology for the software development to create and operate the Legacy Project and that Bennett and Piette, i.e. Legacy Entertainment, were to provide the poker knowledge and the marketing strategy for the Legacy Project.
31. Mellios also told Bennett that Bennett was responsible for network marketing and given "full veto power" for all marketing issues and that he would be the third highest paid person for the Legacy Project. And, Mellios told Piette that

Piette was responsible for poker related issues and given "full veto power" for all poker related issues and that he would be the second highest paid person for the Legacy Project. Mellios said that Bennett and Piette would only be paid less than and would only rank lower than him.

32. Around May 21, 2004, Bennett, Piette, and Mellios executed an Agreement in Principle ("AIP") regarding the Legacy Project. Mellios had prepared the AIP. The material terms of the AIP are:
- a. Yummy and Legacy Entertainment, in a joint effort, propose to develop an online poker service;
  - b. Yummy and Legacy Entertainment will create a new company to operate and market the online poker service before it is launched;
  - c. by signing the AIP, Yummy and Legacy Entertainment confirm to each other their intention to proceed in good faith and with commercially reasonable best efforts to negotiate and conclude a formal binding agreement;
  - d. the AIP will terminate if a formal binding agreement is not concluded by July 31, 2004, and written notice is provided by either Yummy or Legacy Entertainment;
  - e. Yummy's shareholders will be issued 80% of the new company's shares and Legacy Entertainment will be issued 20% of the new company's shares;
  - f. Yummy and Legacy Entertainment will commit to developing a business plan, including a budget and cash flow projections to develop, operate, and market the new online poker service as soon as possible;
  - g. Yummy and Legacy Entertainment will together determine the name of the new company and they will endeavour to use the "Legacy" name if possible; and
  - h. Mellios, Ruck, Bennett, and Piette will be the board of directors for the new company.
33. After that, Bennett and Piette began working with Yummy and devoted their efforts and resources towards developing and marketing the Legacy Project.

This included Bennett and Piette having weekly meetings with Mellios, Ruck, Freese, and other Yummy personnel to ensure that the Legacy Project was moving along properly and quickly.

34. In addition, Bennett and Piette spent several hours each week with Mellios, Ruck, Freese, and other Yummy personnel to teach them how to play poker, about poker, and to explain the Legacy Project. This was all aimed at helping Mellios, Ruck, Freese, and the other Yummy personnel to properly create the website for the Legacy Project. This was necessary because Mellios, Ruck, Freese, and the other Yummy personnel had very little knowledge about both poker, generally, and online poker, specifically.
35. The AIP contemplated a further formal agreement. For months, Bennett and Piette repeatedly asked Mellios for this agreement. Each time Mellios stated that the agreement was almost prepared and that they would receive it soon. Despite his assurances, Mellios never provided Bennett or Piette with a further formal agreement.
36. Around mid-November, 2004, Mellios told Bennett and Piette that a British Columbia corporation was going to be incorporated. He said that that company was going to be used to develop the software for the Legacy Project. He further said that that company was then going to be rolled into an offshore entity which would then operate and market the Legacy Project. Mellios explained that this was necessary because you can develop online poker software in British Columbia but you cannot operate an online poker site from British Columbia.
37. Around December 14, 2004, 711157 B.C. Ltd. was incorporated. The directors were Mellios, Ruck, Bennett, and Piette. The shares were issued as follows: Bennett - 10%; Piette - 10%; Mellios - 5%; and Yummy Interactive Inc. - 75%. The name of this company was later changed to Cake Poker (Canada) Inc.
38. Around May 2004, Freese prepared a document entitled "Legacy Poker Concept". Around May 31, 2004, Freese prepared a document entitled "Legacy Poker Design Doc". These documents echoed the Business Plan and the Power Point presentation that Bennett and Piette had presented to Mellios, Freese, and Ruck. They also included much of the information that Bennett and Piette had been providing to Mellios, Freese, Ruck, and Yummy personnel.

39. Around November 26, 2004, Yummy Interactive Inc. prepared a document called "Legacy Poker Overview".
40. Around March 2005, due to a minor personal disagreement, Mellios told Bennett that he was no longer allowed to come to Yummy's offices and that he would not be needed until after the software had been fully developed. Bennett was effectively cut out of all information or input into the Legacy Project and Cake Poker.
41. Around October 2005, Mellios asked Piette to work on the Legacy Project full time. Mellios agreed to give Piette \$3500/month to cover Piette's basic living expenses. This was a significant drop in Piette's monthly income. However, Piette agreed to accept this minimal amount because Mellios told him that the Legacy Project was tight on cash. Mellios then again told Piette that as soon as the Legacy Project began to operate that Piette would be the Chief of Poker Operations and that he would be the second highest paid person in that operation. That operation is now the Cake Gaming Network.
42. Around June 16, 2005, Yummy Interactive Inc. prepared a document called "Legacy Project Overview".
43. Around October 7, 2005, the name of 711157 B.C. Ltd. – i.e. Cake Poker - was changed to Cake Poker (Canada) Inc.
44. Around March 2006, Mellios told Piette that he was no longer allowed to come to Yummy's offices. Piette had to then work from home and was cut out of all information or input into the Legacy Project and Cake Poker.
45. After being banished from Yummy's offices, Bennett and Piette repeatedly asked Mellios, Winter, Ruck, and Freese for information regarding the Legacy Project and Cake Poker, specifically, and about the Cake Gaming Network, generally. They also requested face to face meetings, which were all denied
46. Despite being directors of Cake Poker, Bennett and Piette were completely excluded from the management of Cake Poker. More specifically, they were not notified or included in any directors' or shareholders' meetings.
47. On January 17, 2006, Cake Gaming N.V. was incorporated in the Netherlands Antilles. This company primarily operates and markets the Legacy Project. As such, Bennett and Piette should have been made directors and received 20% of its shares. Bennett and Piette did not receive 20% of its shares, and

only Piette was made a director.

48. Bennett and Piette have received some dividends from Cake Gaming N.V., but they have not received dividends in proportion to the equity to which they are entitled.
49. Bennett and Piette have repeatedly requested information from Mellios, Ruck, Winter, and Freese that would allow them to determine the amount of dividends that they are entitled and to determine their percentage of ownership of Cake Gaming N.V., specifically, and the Cake Gaming Network, generally. They have not been provided that information.
50. Based on the shareholder reports that they have been given, Bennett and Piette have received a small fraction of the dividends to which they are entitled. And, on several occasions Mellios, Ruck, Winter, and Freese promised to give Bennett and Piette share certificates and a shareholder's agreement. Bennett and Piette have not been given these documents.
51. Around July 19, 2007, Winter filed an Application for (Voluntary) Dissolution for Cake Poker. He did not follow the procedures set out in the *Business Corporations Act* (British Columbia) ("Act"). Cake Poker's assets, including software under development, were transferred to Cake Poker's shareholders or to the Cake Gaming Network.
52. The Legacy Project is now carried on in multiple jurisdictions through multiple entities which now comprise the Cake Gaming Network. As such, Bennett and Piette should also have been made directors and received 20% of the shares of these entities – i.e. the other entities in the Cake Gaming Network.
53. As a result of the foregoing, the Plaintiffs have suffered and continue to suffer loss, damage, and economic loss.

## Part 2: RELIEF SOUGHT

1. Damages for breach of contract;
2. Damages for negligent misrepresentation;
3. Damages for fraudulent misrepresentation;

4. Damages for conspiracy;
5. Damages for breach of a compensation agreement;
6. All dividend payments owing from the Cake Gaming Network;
7. An accounting and tracing of all monies relating to the Legacy Project generated by the Cake Gaming Network and payment to Bennett and Piette of the sum found to be due to Bennett and Piette;
8. Specific performance (transfer of shares);
9. Court Order interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996 c.79; and
10. Costs.

### Part 3: LEGAL BASIS

#### **Breach of Contract**

1. In breach of the AIP, Yummy has not:
  - a. developed an online poker service in joint effort with Bennett and Piette;
  - b. proceeded in good faith and with commercially reasonable best efforts to negotiate and conclude a formal binding agreement with Bennett and Piette;
  - c. issued Bennett and Piette 20% of the shares in Cake Gaming N.V., specifically, and the Cake Gaming Network, generally;
  - d. developed a business plan, including budget and cash flow projections to develop, operate, and market the new online poker service in joint effort with Bennett and Piette;
  - e. reasonably attempted to use the "Legacy" name for the online poker service;

- f. made Bennett a director in Cake Gaming N.V.; and
  - g. notified Bennett and Piette when they had accepted, solicited, initiated, and encouraged proposals and offers from other parties relating to the development of the online poker service, acquisition or disposition of shares and assets of Cake Poker and Cake Gaming N.V., specifically, and the Cake Gaming Network, generally.
2. As a result, Legacy Entertainment, i.e. Bennett and Piette, has suffered and continues to suffer loss, damage, and economic loss.

#### **Fraudulent Misrepresentation**

3. Mellios, Ruck, and Winter, as Yummy's representatives, made the statements set out in Part 1, paragraphs 29 - 31 to Bennett and Piette regarding entering into the AIP.
4. Mellios, Ruck, and Winter, as Yummy 's representatives, made the statements set out in Part 1, paragraphs 29 -31 recklessly, knowing that they were false, or without any genuine belief that they were true.
5. Mellios, Ruck, and Winter, as Yummy's representatives, made the statements set out in Part 1, paragraphs 29 - 31 with the intention that Bennett and Piette would act upon those statements and they did in fact act upon them.
6. As a result, Legacy Entertainment, i.e. Bennett and Piette, has suffered and continues to suffer loss, damage, and economic loss.

#### **Negligent Misrepresentation**

7. Mellios, Ruck, and Winter, as Yummy's representatives, made the statements set out in Part 1, paragraphs 29 - 31 to Bennett and Piette.
8. Bennett and Piette were reasonably expected to rely on the statements made by Mellios, Ruck, and Winter, as Yummy's representatives.
9. Mellios, Ruck, and Winter, as Yummy's representatives, knew or ought to have known that Bennett and Piette would rely on the statements made in Part 1, paragraphs 29- 31 and, as such, would be induced by the same to act

upon those statements in entering into the AIP.

10. Mellios, Ruck, and Winter, as Yummy's representatives, knew or ought to have known that the statements they made to Bennett and Piette as set out in Part 1, paragraphs 30 - 32 were false, untrue, inaccurate or misleading.
11. Bennett and Piette did in fact rely on the statements that Mellios, Ruck, and Winter, as Yummy's representatives, made in Part 1, paragraphs 29 – 31 and were induced by the same to act on the faith and truth of those statements when they entered into the AIP.
12. Mellios, Ruck, and Winter, as Yummy's representatives, were negligent or breached their duty to Bennett and Piette.
13. As a result, Legacy Entertainment, i.e. Bennett and Piette, has suffered and continues to suffer loss, damage, and economic loss.

### **Conspiracy**

14. Mellios, Ruck, and Winter, as Yummy's representatives, conspired together with the predominant purpose to injure Bennett and Piette by inducing them into creating the online poker service and then not issuing them 20% of the shares in Cake Gaming N.V., specifically, and the Cake Gaming Network, generally.
15. By reason of Mellios', Ruck's, and Winter's, as Yummy's representatives, conspiracy, Bennett and Piette have suffered and continue to suffer damage and economic loss.
16. Further, or in the alternative, Mellios, Ruck, and Winter, as Yummy's representatives, knowingly participated in the fraudulent or dishonest design against Bennett and Piette and, as such, has become a constructive trustee for Bennett and Piette for all monies received relating to the Legacy Project for the Cake Gaming Network.
17. As a result, Legacy Entertainment, i.e. Bennett and Piette, has suffered and continues to suffer loss, damage, and economic loss.

### **Oppression Remedy**

18. Bennett and Piette plead and rely upon ss. 227 and 348 of the *Business Corporations Act (British Columbia) Act ("Act")*.
19. Bennett and Piette say that the Defendants have conducted the affairs of Cake Poker and Cake Gaming N.V., and by extension the Cake Gaming Network, in a manner that is oppressive and unfairly prejudicial to them. More specifically, Bennett and Piette claim that the following acts have violated their reasonable expectations as shareholders of Cake Poker and Cake Gaming N.V., and by extension the Cake Gaming Network:
  - a. Cake Poker and Cake Gaming N.V. failed to hold or provide notice to Bennett and Piette of annual general meetings, shareholder meetings, directors meetings, and all other meetings;
  - b. Cake Poker and Cake Gaming N.V. failed to comply with their financial reporting requirements;
  - c. Cake Poker and Cake Gaming N.V. have refused to provide Bennett and Piette access to corporate records or other information regarding Cake Poker and Cake Gaming N.V.;
  - d. Cake Poker was dissolved without following the procedures set forth in the Act and without providing notice to Bennett and Piette;
  - e. upon the dissolution of Cake Poker, assets of Cake Poker, including software under development, were transferred from Cake Poke to Cake Gaming N.V. and thereafter to entities or Shareholders in the Cake Gaming Network;
  - f. some of the Defendants hold shares or other interests in the Cake Gaming Network to which Bennett and Piette are entitled;
  - g. some of the Defendants have received dividends from the Cake Gaming Network to which Bennett and Piette are entitled;
  - h. some of the Defendants have failed to involve Bennett and Piette in the corporate management of Cake Poker and Cake Gaming N.V., and by extension the Cake Gaming Network, as contemplated and agreed upon;

- i. some of the Defendants have failed to provide information to Bennett and Piette about the operations and financial affairs of Cake Gaming N.V., specifically, and of the Cake Gaming Network, generally, including information that would allow Bennett and Piette to ascertain their percentage interests in Cake Gaming N.V. and the Cake Gaming Network and their entitlement to dividends;
  - j. some of the entities in the Cake Gaming Network have issued their shares and/or other interests to other parties, which has resulted in a dilution of Bennett's and Piette's interests in those entities;
  - k. some of the Defendants have diverted corporate business opportunities to entities related to those Defendants and have thereby deprived Bennett and Piette of those opportunities;
  - l. Cake Poker and Cake Gaming N.V., and by extension the Cake Gaming Network, has failed to pay Bennett and Piette dividends in proportion to the equity promised to them;
  - m. Cake Poker and Cake Gaming N.V., and by extension the Cake Gaming Network, have ceased to pay dividends to Bennett and Piette; and
  - n. some of the Defendants have increased the compensation of some of the Shareholders, who are employees of the Cake Gaming Network, to the detriment of Bennett and Piette.
20. Bennett and Piette say that the conduct of the Defendants towards them as minority shareholders of Cake Poker and Cake Gaming N.V., and by extension the Cake Gaming Network, has been burdensome, harsh, wrongful, and in bad faith.
21. As a result, Legacy Entertainment, i.e. Bennett and Piette, has suffered and continues to suffer loss, damage, and economic loss.

### **Breach of Compensation Agreement**

22. Bennett and Piette plead the facts in Part 1, paragraphs 31, 40, 41 and 44 above.
23. Bennett and Piette faithfully and diligently performed their duties in joint effort with Yummy for the Legacy Project, and, as such, proved to be valuable

and reliable contributors to the Legacy Project.

24. Around March 2005, Bennett was no longer allowed to contribute to the Legacy Project. This was a wilful breach of the compensation agreement between Legacy Entertainment and Yummy.
25. Around March 2006, Piette was no longer allowed to contribute to the Legacy Project. This was a wilful breach of the compensation agreement between Legacy Entertainment and Yummy.
26. As a result, Legacy Entertainment, i.e. Bennett and Piette, has suffered and continues to suffer loss, damage, and economic loss.

Plaintiffs' address for service: Suite 212 - 5455 152 Street, Surrey, B.C., V3S 5A5.

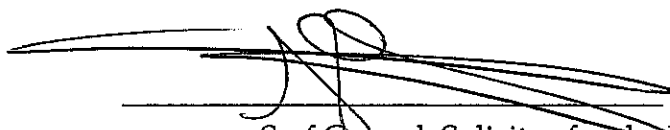
Fax number address for service: n/a.

E-mail address for service: n/a.

Place of trial: New Westminster, British Columbia.

The address of the registry is: Law Courts, Begbie Square, New Westminster, British Columbia, V3M 1C9.

DATED: April 5, 2011

A handwritten signature in black ink, appearing to be 'Serf Grewal', written over a horizontal line. The signature is stylized and somewhat cursive.

Serf Grewal, Solicitor for the Plaintiffs