

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

KD ENTERTAINMENT LLC

Plaintiff,

– against –

STEEM MONSTERS CORP.,

Defendant.

Index No.

SUMMONS

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within twenty (20) days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of venue in this County is CPLR 509.

Dated: New York, New York
November 3, 2022

FOSTER GARVEY P.C.

By: 

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SUPREME COURT OF THE STATE OF NEW YORK
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COMPLAINT

Plaintiff, KD Entertainment LLC by and through its attorneys, Foster Garvey PC, for its
Complaint herein, alleges as follows:

The Parties

1. Plaintiff, KD Entertainment LLC is a limited liability company organized and
existing under the laws of New Jersey. Plaintiff has its place of business at 1000 Lincoln Drive
East, Suite 201, Marlton, NJ 08053.

2. Defendant Steem Monsters Corp. is a corporation organized and existing under
the laws of Commonwealth of Pennsylvania. Defendant has its place of business at 701 E.
Cathedral Rd., Suite 45, PMB 321, Philadelphia, PA 19128.

Background Facts

3. Plaintiff is the duly-authorized licensor of the rights in and to internationally-
renowned professional boxer Floyd Mayweather, Jr.’s name, image, likeness, persona and other
indicia (the “Mayweather Indicia”).

4. On or about April 20, 2022, Plaintiff and Defendant entered into a License and
Promotion Agreement (the “Agreement”), pursuant to which Plaintiff agreed to provide
Defendant certain services and grant a license to certain intellectual property, including the
Mayweather Indicia, in connection with the promotion of Defendant’s mobile game entitled,

“Splinterlands.”

5. The Agreement required the Defendant to pay Plaintiff cash compensation for the services and license grant, including the sum of \$200,000 upon full execution of the Agreement (the “Execution Payment”).

6. On or about April 20, 2022, the Agreement was fully-executed, with both parties having duly signed.

7. On or about April 27, 2022, Defendant’s counsel sent a letter to Plaintiff, purporting to raise concerns about alleged “negative publicity” relating to Mr. Mayweather’s business dealings.

8. None of Mr. Mayweather’s alleged “negative publicity” constituted a breach or default of the Agreement or gave rise to any termination rights pursuant to the Agreement.

9. Nevertheless, each of the instances of alleged “negative publicity” were either in the public domain or were affirmatively disclosed by Plaintiff to Defendant prior to the execution of the Agreement.

10. Despite Plaintiff’s numerous attempts to collect the Execution Payment, Defendant has refused to make such payment.

FIRST CAUSE OF ACTION
(Specific Performance)

11. Plaintiff repeats and realleges the allegations in paragraphs 1 through 10 herein.

12. Defendant was obligated under the Agreement, in terms that are clear and unequivocal, to make the execution payment.

13. Plaintiff has performed its contractual obligations and is ready, willing and able to perform any remaining obligations.

14. It is within Defendant's power to perform its obligations under the Agreement, in

particular, making the execution payment.

15. Plaintiff has no adequate remedy at law.

16. Plaintiff is entitled to an order mandating that Defendant specifically perform its obligations under the Agreement by paying the execution payment of \$200,000.

**SECOND CAUSE OF ACTION
(Breach of Contract)**

17. Plaintiff repeats and realleges the allegations in paragraphs 1 through 16 herein.

18. The Agreement was valid, binding and duly executed by both Plaintiff and Defendant.

19. Plaintiff has fully performed its contractual obligations and is ready, willing and able to perform any remaining obligations.

20. Defendant has refused, without legal justification, to perform its obligations under the Agreement, in particular, making the execution payment.

21. Plaintiff is entitled to an order mandating that Defendant specifically perform its obligations under the Agreement by paying the execution payment of \$200,000.

22. Defendant's failure to make the Execution Payment constitutes a breach of the provision under the Agreement requiring that such payment be made.

23. The Plaintiff has suffered damage as a result of Defendant's breach in the amount of \$200,000.

**THIRD CAUSE OF ACTION
(Breach of Contract)**

24. Plaintiff repeats and realleges the allegations in paragraphs 1 through 23 herein.

25. By communicating to Plaintiff that it was relying on utterly bogus and extra-contractual reasons to refuse to perform its obligations under the Agreement including, but not

limited to, payment of the Execution Payment, Defendant has repudiated its obligations under the Agreement.

26. Plaintiff has suffered significant damage on account of Defendant's repudiation of the Agreement, in that Plaintiff, among other things, stood to realize significant income from the licensing of the Mayweather Indicia set forth in the Agreement.

WHEREFORE, Plaintiff respectfully requests judgment as follows:

- A. For its first cause of action, decreeing that Defendant specifically perform its obligations under the Agreement by making the Execution Payment to Plaintiff of \$200,000;
- B. For its second cause of action, damages in the amount of \$200,000;
- C. For its third cause of action, damages in an amount to be determined at trial but reasonably believed to be in excess of \$1 million;
- D. Its costs and disbursements incurred in connection with including, but not limited to, its attorney's fees; and
- E. Such other and further relief as this Court deems just and proper.

Dated: New York, New York
November 3, 2022

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