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**COMMON PLEAS DIVISION**

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**PAVAN PARIKH  
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Hamilton County, Ohio  
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**CULTURAL EXCHANGE  
SOCIETY INC  
vs.  
SEKAI GUILD**

**A 2500277**

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DEMAND**

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IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

**CULTURAL EXCHANGE SOCIETY,  
INC.,**

c/o WHITTAKER LAW, LLC  
2055 Reading Road, Suite 260  
Cincinnati, Ohio 45202

**and**

**MELISSA ANN PHELPS,**

c/o WHITTAKER LAW, LLC  
2055 Reading Road, Suite 260  
Cincinnati, Ohio 45202

**and**

**EMILY DEJESUS,**

c/o WHITTAKER LAW, LLC  
2055 Reading Road, Suite 260  
Cincinnati, Ohio 45202

**Plaintiffs,**

**v.**

**SEKAI GUILD,**

Serve Registered Agent:

LAW OFFICE OF MARITZA S. NELSON, LLC  
4200 Regent Street, Suite 200  
Columbus, Ohio 43219

**and**

**DANIEL DUFFEE,**



**and**

**MATT GEISEN,**



**and**

**JARED HIGHTOWER,**

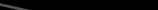
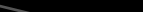


**and**

**Case No.** \_\_\_\_\_

**Judge:** \_\_\_\_\_

**VERIFIED COMPLAINT AND  
JURY DEMAND**

[illegible]

**COME NOW**, Plaintiffs Cultural Exchange Society, Inc., Melissa Ann Phelps, and Emily DeJesus, by and through counsel, and for their Verified Complaint and Jury Demand for temporary, preliminary, and permanent injunctive relief, and for damages and equitable relief against Defendants Sekai Guild, Daniel Duffee, Matt Geisen, Jared Hightower, Cody Markum, Benjamin Ng, Erin Reinhard, Kirsten E. Reinhard, Liam Rigsby, Michelle Stines, and Griffin Voyls, state as follows:

### **NATURE OF THIS CIVIL ACTION**

1. This civil action arises under (a) the Ohio Uniform Trade Secrets Act, Ohio Revised Code §1333.61, *et seq.*, and (b) Ohio Revised Code §2913.04, for Defendants’ joint and several, deliberate and knowing, hacking, theft, misappropriation, and unauthorized use of the valuable digital and physical assets, confidential business information, and trade secrets of Plaintiffs Cultural Exchange Society, Inc., its President Melissa Ann Phelps, and its Officer Emily DeJesus, related to the annual three-day anime “Ohayocon” Convention historically owned, operated, and held by Plaintiffs in Columbus, Ohio.

2. Plaintiffs allege that Defendants, jointly and severally, knowingly and deliberately stole the valuable assets of Cultural Exchange Society, Inc. when Defendants failed in 2023 to extort Ms. Phelps into handing over control of the Convention to them under the fraudulent guise of an effort to organize the Convention’s all-volunteer, non-employee workforce. Plaintiffs also allege that upon such failure, Defendants, jointly and severally, knowingly and willfully used the assets they stole from Plaintiffs to (c) tortiously interfere with existing contracts and agreements and/or with prospective business



relationships, (d) in the case of Hightower, breach his fiduciary duties, (e) defame Plaintiffs, (f) portray Plaintiffs in a false light, and (g) wrongfully intrude into the private affairs of Ms. DeJesus. Plaintiffs further allege that Defendants did so jointly and severally, willfully, and deliberately to harm Plaintiffs and their business, and to advance their competing convention called “Sekaicon.”

3. By this Complaint, Plaintiffs seek temporary, preliminary, and permanent injunctive relief under Civil Rule 65 and Chapter 1333 of the Ohio Revised Code, compensatory damages, statutory damages, liquidated damages, treble damages, special damages, equitable relief, pre-and post-judgment interest, punitive damages, reimbursement of their attorney’s fees and costs, and all other relief they may be entitled to at law and equity.

#### **PARTIES, JURISDICTION, AND VENUE**

4. Plaintiffs reallege and incorporate the preceding paragraphs of this Verified Complaint as if fully rewritten.

5. Plaintiff Cultural Exchange Society, Inc. (“CES”), has been a non-profit corporation organized under the laws of the State of Ohio, with a principal place of business in Hamilton County, Ohio, at all times relevant to this Complaint.

6. Plaintiff Melissa Ann Phelps has been a resident of Boone County, Kentucky, and the president of CES at all times relevant to this Complaint.

7. Plaintiff Emily DeJesus has been a resident of Indiana, and an officer and agent of CES, at all times relevant to this Complaint.

8. Defendant Sekai Guild has been a non-profit corporation incorporated under the laws of the State of Ohio with a principal place of business in Franklin County, Ohio, at all times relevant to this Complaint.

9. Defendant Daniel Duffee has been a Resident of Hamilton County, Ohio at all times relevant to this Complaint.

10. Defendant Matt Geisen has been a resident of Riverside County, California at all times relevant to this Complaint.

11. Defendant Jared Hightower, a/k/a “Sophia LeGrand,” has been a resident of Cuyahoga County, Ohio all times relevant to this Complaint.

12. Defendant Cody Markum has been a resident of Franklin County, Ohio at all times relevant to this Complaint.

13. Defendant Benjamin Ng has been a resident of Franklin County, Ohio at all times relevant to this Complaint.

14. Defendant Erin Reinhard has been a resident of Franklin County, Ohio.

15. At all times relevant to this Verified Complaint, Defendant Kirsten E. Reinhard has been a resident of Franklin County, Ohio at all times relevant to this Complaint.

16. Defendant Liam Rigsby, a/k/a “Cable,” has been a resident of Cuyahoga County, Ohio at all times relevant to this Complaint.

17. Defendant Michelle Stines has been a resident of Franklin County, Ohio at all times relevant to this Complaint.

18. Defendant Griffin Voyls, upon information and belief, a/k/a “Griffin Parker,” has been a resident of Montgomery County, Ohio at all times relevant to this Complaint.

19. This Court has personal jurisdiction over the Ohio-resident parties named in this civil action because they reside in Ohio. This Court also has personal jurisdiction over Defendant Geisen under the Long Arm Statute, Ohio Revised Code §2307.382(A) because he’s (i) transacted business in Ohio; (ii) caused tortious injury by act or omission in Ohio; (iii) caused tortious injury in Ohio by an act or omission outside Ohio and regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in Ohio; and/or (iv) caused tortious injury in Ohio to any person by an act outside of Ohio committed to injure persons, when the person might reasonably have expected that some person would be injured thereby in Ohio. This Court’s exercise of personal jurisdiction over Geisen is also otherwise consistent with the Ohio Constitution and the United States Constitution.

20. This Court has subject matter jurisdiction over the controversy alleged in this Verified Complaint.

21. Venue is appropriate before the Commercial Docket of the Hamilton County Court of Common Pleas under Rule of Superintendence 49 and Local Rule 48.

## **FACTS**

### **“Ohayocon” 2001-2023**

22. Plaintiffs reallege and incorporate the preceding paragraphs of this Verified Complaint as if fully rewritten.

23. In January 2001, Ms. Phelps helped organize a then-small anime Convention called “Ohayocon” in Cleveland. At that time, the Convention was operated by non-party Scott Argenzio. The name “Ohayocon” is derived from the similarity between the words “Ohio,” and “*Ohayou*,” which means “good morning” in Japanese, and “con” which is short for “convention.” The 2001 Convention attracted around 350 paying attendees.

24. Since 2001, the Convention has typically offered an anime music contest, an “artists’ alley,” concerts, costume contests, a dealers’ room, a formal ball, a masquerade, musical events, panel discussions, a rave, table-top games, tournaments, workshops, and, to a much lesser extent, video gaming.

25. The Convention was taken over by non-party Adam Beaton in January 2003 and relocated to the Columbus Hilton in January 2003, where it hosted 2,061 paying attendees.

26. In January 2004, the Convention relocated to the larger Hyatt Regency in Columbus where the number of paying attendees exceeded 3,000. The Convention relocated yet again in January 2005 to the Hyatt Regency *Convention Center* to accommodate more than 4,000 paying attendees.

27. In January 2006, the Convention was taken over by non-party Dustin Phillips and hosted 4,423 paying attendees.

28. Defendant Marcum began his tenure as “Convention Director” in January 2009. This was an unpaid volunteer position wherein Marcum donated a few hours of his time every year in exchange for complimentary admission to the Convention and a hotel

room. He earned no salary, wages, or benefits. He served at the pleasure of the CES Board. He had no authority and no position of “leadership” whatsoever. His title was ceremonial. He was never an owner, member, partner, director, officer, employee, contractor, or agent of CES.

29. Phillips transferred control of the Convention to Ms. Phelps and non-party Alan Shaw in January 2010, where it hosted 10,120 paying attendees. In March 2010, Ms. Phelps organized “Ohayocon, LLC,” a Kentucky limited liability company, to operate the Convention with Shaw.

30. Between 2011 and 2020, the Convention hosted between 13,000 and 14,000 paying attendees each year. The Convention took place online in January 2021 due to the COVID-19 pandemic but returned to the Hyatt Regency Convention Center in January 2022. At that time, Shaw stepped away and relinquished all rights to the Convention and the name “Ohayocon” to Ms. Phelps.

31. In March 2022, Ms. Phelps organized CES to operate and manage the Convention as a non-profit. In July 2022, CES elected its first Board of Directors and passed bylaws. The initial Board consisted of Defendant Hightower, Ms. Phelps as President, Ms. DeJesus as an officer, and non-parties Abby Berding and Molly Phelps as officers.

32. In early January 2023, Marcum alerted the Board to alleged grumblings among Convention volunteers related to its supposed “mismanagement.” The Board, therefore, tasked Marcum with reviewing the complaints, the Convention’s policies, procedures, and practices, and proposing improvements going forward.

33. That year, the Convention had an operating budget in excess of \$500,000, and Marcum was ending the end of a two-year term as Convention Director. Ultimately, Marcum proved unresponsive to the task assigned to him by the Board and failed to come up with any recommendations going forward. This is because Marcum lied about the existence of such complaints to mislead the Board and lay a false foundation for what was to come.

**The Attempted Coup by Marcum, Hightower, and  
the Convention’s “Senior Leadership”**

34. Plaintiffs reallege and incorporate the preceding paragraphs of this Verified Complaint as if fully rewritten.

35. Hightower quit the CES Board effective February 28, 2023.

36. Unbeknownst to Plaintiffs at the time, Hightower had been coordinating with the self-styled “Senior Leadership” of the Convention since July 2022, to form an informal organization called the Conventions of Ohio Volunteer Event Network (“COVEN”).

37. Among others not parties to this action, the “Senior Leadership” and COVEN were also made up of, Defendants **Stines** (Merchandising), **Ng** (Gaming Director), **Rigsby** (Operations), **Erin Reinhard** (Marketing), **Duffee** (Systems/IT), **Kirsten Reinhard** (Staff Amenities), **Voyls** (Indie Gaming/Charity), and **Marcum** (Convention Director). The CES Board didn’t know about Hightower’s involvement and coordination with COVEN.

38. Like Marcum, the other members of the “Senior Leadership” were unpaid volunteers who donated a few hours of their time every year in exchange for

complimentary admission to the Convention and hotel rooms. They earned no salary, wages, or benefits. They served at the pleasure of the CES Board, having no authority and no position of actual “leadership” whatsoever. Their titles were ceremonial at best. None of them were owners, members, partners, directors, officers, employees, contractors, or agents of CES, or formally affiliated with the Convention.

39. Upon information and belief, former Convention staffer Defendant Geisen assists COVEN with organizing and financing.

40. On March 4, 2023, Hightower presented the Board with COVEN’s self-styled “Manifesto,” which COVEN adopted on February 26, 2023. The nonsensical Manifesto states as follows:

**Whereas**, we have long suffered myriad abuses and ineptitudes at the hands of the owners and board officers of Ohayocon and the Cultural Exchange Society, Inc. (CESI), and we unite in solidarity against further exploitations and impulsivities, and

**Whereas**, the Cultural Exchange Society, Inc., board president has tactlessly eroded our community relationships, appointed kin and close friends to board seats with no elected representation from the staff, spearheaded creating a farcical mission statement, embargoed information relating to board discussions and finances from most of our leadership, willfully ignored our organizational structure, maintained creative control in alignment with her close friend’s personal interests, argued that labor performed outside of Ohayocon’s operating hours should not count toward a worker’s service quota, begrudged us any form of compensation beyond expenses incurred, held inconsistent definitions of incurred expenses, required us to give up meal tickets in order to elect to stay in the Drury, refused to grant budgets and required us to submit funding requests for every small expense, and

**Whereas**, we condemn the board president’s requests for a large compensation package, which began when the organization had very little in the bank and have shamelessly increased to a total of \$59,300, and

**Whereas**, we recognize the establishment of the board as a ruse to offload responsibility onto others while using it as a cudgel of manufactured legitimacy, and

**Whereas**, we believe the attempt to establish CESI as a charity is an attempt to evade tax responsibility from the state and federal governments and to mislead us and our community into believing we are serving some greater good rather than the board president's interests and

**Whereas**, the board president has demonstrated contempt for present and former Ohayocon workers who bring grievances to light.

**Therefore**, we declare these universal rights of convention workers and enumerate our demands against the exploitation of Ohayocon's loyal and dedicated staff.

**COVEN Declaration of the Universal Rights of Convention Workers:** In addition to all workers' rights afforded by law and custom: (1) All workers shall be justly compensated for work performed; (2) All workers shall be provided with appropriate safety equipment and a safe workplace free of harassment and hostility; (3) All workers shall be informed of their organization's ownership structure, current owners and/or board members, incorporation status and for-profit, nonprofit, stock or nonstock status during the onboarding process and any time that the organization changes its structure or status; (4) All workers as a class shall be entitled to at least majority representation in their organization's supremum of authority, whether through collective ownership, bylaw or policy; (5) All workers shall be entitled to the benefits and obligations of a code of conduct applicable to all stakeholders of their organization, and such codes of conduct shall prohibit harassment and nepotism; (6) All workers shall be given equitable opportunities for lodging during functions of their organization at which they are in attendance, and the specifics of such lodging shall not be altered from the beginning to the end of each function except as provided in their organization's code of conduct; (7) All workers shall be entitled to organize formally or informally, and to ownership and/or board recognition of such organized groups to bargain collectively; and (8) Board members shall be entitled to vote on funding or investing in other business or organizations and all workers shall be notified prior to such investments and funding.

**Assembled in solidarity, we demand:** (1) Immediate adoption of a bylaws amendment to require at least a majority of the seats of the CESI board be held by people duly elected from and by those who have performed work for any CESI function (including Ohayocon) who are regularly considered to have worked at least two years within the past three years, and (2) Immediate adoption of a bylaws amendment to prohibit board members from receiving compensation in excess of the average compensation value of staff leaders who do not sit on the board, and (3) Immediate adoption of a code of conduct which includes appropriate disciplinary rules that applies to all CESI and/or Ohayocon stakeholders, including but not limited to staff, board members, vendors, exhibitors, attendees, owners, etc.; (4) Immediate adoption of a bylaws amendment to require board members to publicly disclose conflicts of interest on at least a semiannual basis, and abstain from voting if those conflicts arise in a board decision, including but not limited to contractual relationships with CESI and/or Ohayocon; (5) Regular reporting to staff leaders of our recognized nonprofit status; (6) Prompt incorporation of CESI/Ohayocon as a mutual-benefit nonprofit corporation or nonprofit social club; (7) Immediate resignation or removal of Molly Phelps from the board on the



grounds of her relationship with her mother, the board president; (8) Prompt revision of the CESI mission statement according to edits adopted by a majority vote of staff members; (9) Investiture of executive authority in a duly board-appointed senior leader (such as an executive director, but regardless of the words used in the actual title), beyond whom board members shall have no authority to instruct; (10) Engagement of an independent, trained individual dedicated to handling harassment claims during Ohayocon (including resolving conflict and enforcing the harassment policy); (11) Hiring of a credentialed accountant or controller, HR administrator, and independent conduct compliance officer; (12) Implementation of transparent, thorough and at least quarterly reporting of finance and GAAP-compliant accounting information to staff leaders, including at least annual audits by an independent accountant; (13) Implementation of appropriate and just compensation for each staff member; (14) Implementation of a robust and inclusive process by which annual budgets are created, approved and amended, with at minimum departmental specificity; (15) Inclusion of all time worked at our venues toward a staff member's service quota, including but not limited to load-in and load-out; (16) Prompt communication of recruitment and personnel information to staff leaders which respects self-identified demographic information and preferred name, and which includes each staff member's service quota; (17) Adoption of a recruitment practice that determines labor allocations based on need rather than an arbitrarily chosen number; (18) Adoption of a labor policy that does not pressure individuals into overtime work or shifts longer than eight hours, and which provides for accurate and precise recording of time worked; (19) Lodging of staff on site or in a hotel connected to our venues via an indoor passage and in the same room with the same roommates (except with explicit permission of said staff members) for the entire duration of their stay; (20) Reaffirmation of the commitment to provide daily parking accommodations for staff who wish to lodge off site or at home; (21) Clear communication of expectations through established and proper channels with allowance of a reasonable amount of time for planning and execution; (22) Recognition of the right of Ohayocon workers to organize, act in support of their rights and to collectively bargain; (23) CESI's outright purchase and ownership of Ohayocon's brand materials, including logo and mascot, at market value, and prohibition of any individual or different organization from owning Ohayocon's trademarks, logos and any other marks or imagery; (24) Recognition of the right for our organization to commission and use creative assets from parties unrelated to Robert DeJesus and/or Studio Capsule; and (25) Prompt and genuine satisfaction of these demands.

41. By that time, the "Senior Leadership" had hacked unfettered access to the digital properties and assets of CES, including without limitation its (a) books and records, (b) marketing strategies and materials, (c) contracts, (d) vendor, attendee, guest, and volunteer lists, (e) public-facing website, Discord Server, and social media accounts on Instagram, Facebook, Twitter, and others, (f) email server, (g) RefFox, CES' attendee registration and payment processing software vendor, and (h) Hootsuite, which supplied

CES with marketing and social media communication, and (i) the administrative credentials of all of the above.

42. Shortly thereafter, the American Red Cross informed the CES Board that the Ohayocon logo, which at the time was red, infringed on the Red Cross logo. Erin Reinhard took a stab at redesigning the Ohayocon logo, which the Board ultimately rejected in favor of simply making the logo blue, which the Red Cross blessed.

43. Shortly thereafter, Molly Phelps and Abby Berding quit the Board, leaving only Ms. Phelps and Ms. DeJesus, who enlisted a third member to help reorganize CES.

44. At that time, however, COVEN took control of the assets listed in paragraph 41 above and refused to turn them over to the Board.

45. In September 2023, COVEN met to “reject” the “blue” logo approved by the Board and to replace it with the earlier design created by Erin Reinhard, which it then published on the Convention’s social media sites:



46. Not only had the Board rejected this “red” version of the Convention logo, but it again put the Convention in the crosshairs of the Red Cross. The “red” logo is also known as the “Sakura Logo.”

47. Ms. Phelps therefore instructed Marcum and Erin Reinhard to remove the “red” logo from the Convention’s social media and marketing materials, which they refused to do. Therefore, on September 2, 2023, the Board voted to remove Cody Marcum as Convention Director and Erin Reinhard from Social Media and Website Management. The Board also demanded that COVEN relinquish the assets paid for and owned by CES listed in paragraph 41 above, including without limitation all passwords and login information.

48. Instead of delivering the property and assets of CES, COVEN engaged Hightower to disable the Convention’s website and replace it with the following statement: “Melissa Phelps has enacted a hostile takeover.” Hightower also removed Ms. Phelps and Ms. DeJesus from accessing **any** of CES’s digital property and assets. Hightower also placed two-factor authentication on the ohayocon.org email addresses of Ms. Phelps and Ms. DeJesus.

49. COVEN then posted the following on the Convention's social media pages:

# Ohayocon is Under Maintenance

Columbus, OH – In a shocking turn of events, Melissa Phelps, the President of the Board of Directors of Cultural Exchange Society, Inc., has initiated a hostile takeover by firing and removing access from a majority of the Senior Leadership Team. This sudden and unexpected move has sent shockwaves through the community of Ohayocon Volunteers.

The Senior Leadership Team at Ohayocon has been an integral part of the convention's success, providing guidance, experience, and dedication to the event's growth and improvement over the years. Their contributions have helped Ohayocon become one of the most beloved and well-attended conventions in the region.

The abrupt removal of the Senior Leadership Team has raised concerns among the Ohayocon volunteer community about the future direction of the convention and the well-being of the volunteers who pour their hearts into making the event a success year after year. Many volunteers and attendees have voiced their support for the ousted leaders and are calling for transparency and accountability in the wake of this takeover.

We stand with the volunteers of Ohayocon and urge everyone to support the dedicated individuals who have worked tirelessly to make this convention a cherished experience for all attendees. We believe in the values of community, collaboration, and inclusivity that have defined Ohayocon for years, and we call on Melissa Phelps to address the concerns and questions of the community openly and honestly.

As this unexpected change unfolds, supporters of Ohayocon are encouraged to voice their concerns, ask questions, and seek clarity on the future of the convention. Melissa Phelps and the other members of the Cultural Exchange Society Inc. Board of Directors have a responsibility to address the concerns of the community and provide reassurance that the convention will continue to prioritize the values and traditions that have made it a beloved annual gathering.

50. As a result, Ms. Phelps, Molly Phelps, and Ms. DeJesus immediately began receiving death threats online, which continue to this day. Ms. DeJesus and her family have also been "doxed" which also continues to this day. "Doxing" involves posting a known person's identity and other personal information online with the intent to intimidate, harass, or cause physical or financial harm to the person identified, and to their family members.

51. On October 4, 2023, Defendant Rigsby emailed Ms. DeJesus a document called Parley Demands for Ohayocon Convention Leadership and Operations on behalf of "the Ohayocon Senior Leadership Team" ("Parley Demands"), which demands as follows:

## **1. Reinstatement of Cody Marcum as Ohayocon's Convention**

**Chair:** We request that Cody Marcum be reinstated as the Convention Chair of Ohayocon. His previous experience and

leadership have been instrumental in the convention's success, and we believe his guidance is essential for the convention's future growth.

- 2. Empowerment of Cody Marcum with Control over Ohayocon Contracts and Finances:** Cody Marcum must receive full control over contracts and finances related to Ohayocon. This will allow for efficient decision-making and financial management, ensuring the convention's stability and continued success.
- 3. Role of Cultural Exchange Society, Inc:** We propose that the Cultural Exchange Society, Inc. operates as a non-profit organization governing Ohayocon's legal standing rather than being involved directly with year-to-year planning. This separation will ensure transparency and eliminate potential conflicts of interest in convention planning and decision-making. In this role, all members of the Cultural Exchange Society, Inc. Board of Directors would agree to discontinue decision-making related to the year-to-year planning of Ohayocon.
- 4. Reinstatement of Senior Leadership:** We demand the immediate reinstatement of other Senior Leadership Members who were let go due to COVEN's existence and/or the implementation of the Sakura logo. They should be reinstated to their original positions with their full responsibilities and access restored.
- 5. Reimplementation of the Ohayocon Sakura Logo:** The Ohayocon Sakura logo should be reinstated as the convention's official logo, preserving Ohayocon's best legal interests.
- 6. Senior Leadership Team Handling Public Relations Strategy:** Going forward, the Ohayocon Senior Leadership Team should be responsible for shaping the convention's Public Relations strategy, including efforts to repair the convention's reputation and engage with the community transparently.
- 7. Restriction on Cultural Exchange Society Inc. Board Members' Social Media Activity as it Relates to Ohayocon:** Board members should discontinue posting to the Ohayocon

Facebook page and Official Ohayocon Facebook group until otherwise notified by Ohayocon's Senior Leadership. This step is necessary to maintain clear communication channels and present a unified message to our community.

52. The "Senior Leadership Team" then posted its demands to the Convention's Discord Server, which the Board rejected.

53. Minutes later, the following headline appeared on the gaming website [nerdandtie.com](https://www.nerdandtie.com):

## **Ohayocon Senior Leadership and Volunteers on Strike After Removal of Con Chair Cody Marcum**

<https://www.nerdandtie.com/2023/10/02/majority-of-ohayocon-senior-leadership-allegedly-removed-in-hostile-takeover/>

54. On October 6, 2023, COVEN and the "Senior Leadership Team" announced on Twitter that they were going on strike.

55. On October 8, 2023, more disparaging material appeared about Ms. Phelps and Ms. DeJesus on YouTube.

56. On October 18, 2023, the "Senior Leadership Team" sent the Board the following email:

**Dear Cultural Exchange Society Inc. Board of Directors:**

**We hope this second letter from the beginning of the strike finds you well. The senior leadership would like to again offer to negotiate an agreement that would end the strike if approved by both senior leadership and COVEN.**

**Your previous response, which wholly rejected our demands, has left the Ohayocon community deeply concerned and frustrated. We believe that comprehensive discussions are now not only required but absolutely necessary to address the concerns that have shaken the very foundation of Ohayocon.**

**We believe that an open dialogue is essential in resolving the current situation. Our team is prepared to engage in good faith discussions to reach an agreement that benefits all stakeholders, especially our attendees, volunteers, and exhibitors, and fosters a positive environment for future conventions.**

**If you are willing to engage in negotiations, please let us know by 10 p.m. tomorrow evening (on Oct. 19, 2023) the time and method of discussion that is most convenient for the Cultural Exchange Society Inc. Board of Directors.**

**Thank you for your attention to these matters, and we hope for a resolution that ensures the continued growth and prosperity of Ohayocon.**

**Sincerely,  
The Ohayocon Senior Leadership Team**

57. By the end of October 2023, the nerdandtie.com article had invited “15 Thoughts” from readers, which included false, disparaging, and defamatory comments directed at Ms. Phelps and Ms. DeJesus.

58. By the end of November 2023, COVEN had invited more false, disparaging, and defamatory material about Ms. Phelps and Ms. DeJesus to spread like wildfire on platforms like TikTok. Ms. Phelps and Ms. DeJesus also received more death threats.

59. By the time the Board was able to regain access to its digital assets, it was too late. Because CES refused to give in to COVEN’s demands, it copied, downloaded, and stole all of its digital assets, confidential business information, and trade secrets. What COVEN was unable to steal, it permanently deleted.

60. COVEN also stole or destroyed highly valuable physical assets like hundreds of retro tabletop games, arcade games, video game systems, and video games themselves. Plaintiffs don’t know the location of any of these physical assets or whose hands they are in. Plaintiffs also don’t know what became of the digital assets COVEN stole.

### **Ohayocon 2024**

61. Plaintiffs reallege and incorporate the preceding paragraphs of this Verified Complaint as if fully rewritten.

62. CES has been unable to regain control of its Instagram and Facebook accounts, which, upon information and belief, are controlled by Erin Reinhard to this day. Nor has CES been able to regain control of its Discord Server, which is now controlled by Griffin Voyls to this day.

63. Because COVEN failed to otherwise wrestle the Convention away from CES, however, it resorted to sabotaging the January 2024 Convention. Between October 2023 and January 2024, Defendants cooperated, coordinated, and conspired, jointly and severally, to steal and usurp Plaintiffs' confidential business information, trade secrets, intellectual and digital assets, physical assets, and equipment like retro gaming systems.

64. Because COVEN couldn't wrestle the Convention away from CES, however, between October 2023 and January 2024, it focused its efforts on sabotaging the January 2024 Convention. It was able to do so because it had stolen almost all of CES's confidential business information and trade secrets. Defendants made particular use of their control over CES's Facebook account and Discord Server to communicate false information to the Convention's attendees, vendors, guests, business relationships, prospective relationships, etc.

65. For example, Defendants jointly and severally contacted the Convention's long-time host in Columbus while purporting to represent CES, to defame and disparage Ms. Phelps and Ms. DeJesus, disrupt the Convention's accommodation space, cancel

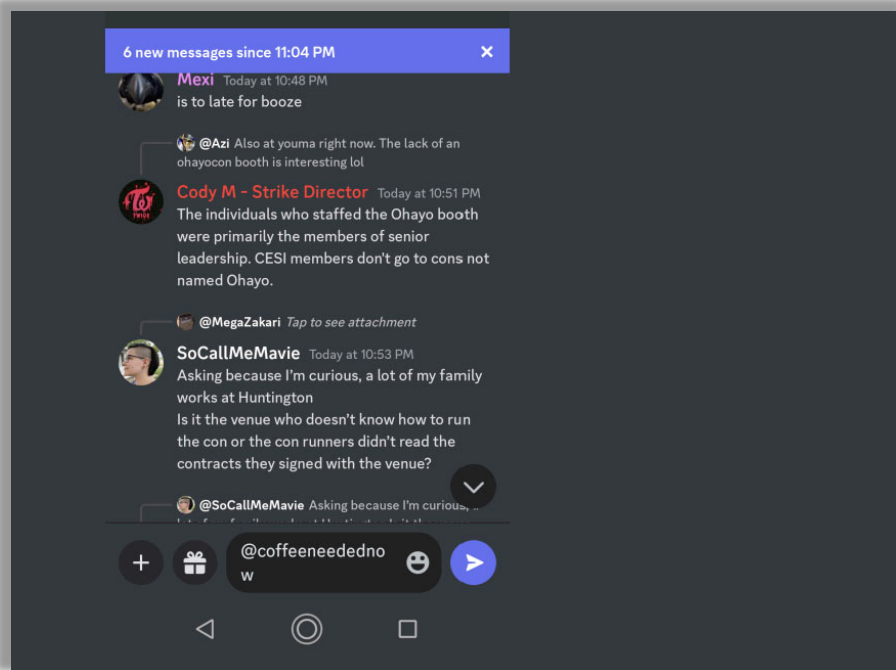
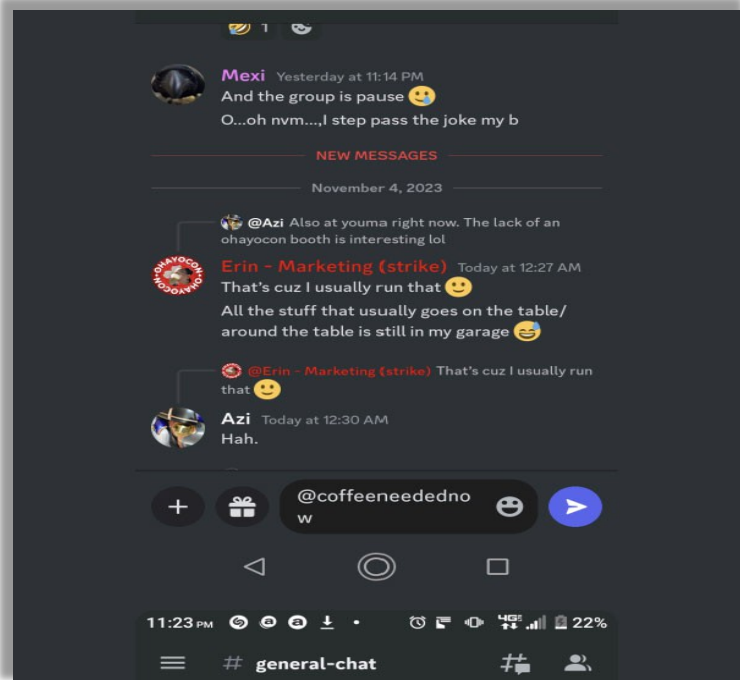


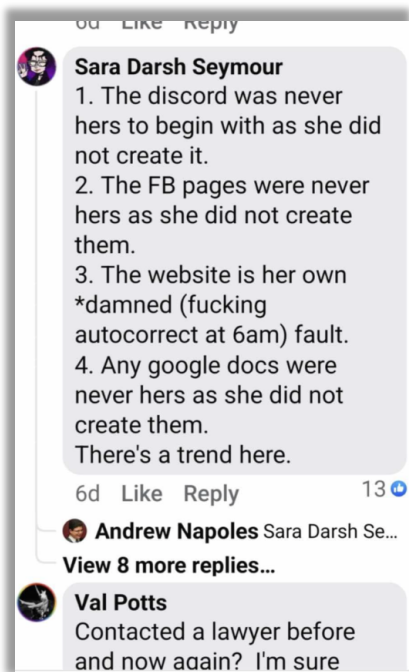
and/or alter service, etc., to interfere with and damage that long-established, valuable business relationship. Defendants also booked hundreds of rooms at the Hyatt only to cancel them at the last minute, which resulted in immediate losses to the hotel which CES had to recoup. Defendants further directed attendees to book their stays at competing hotels, which again resulted in losses to both the Hyatt and CES.

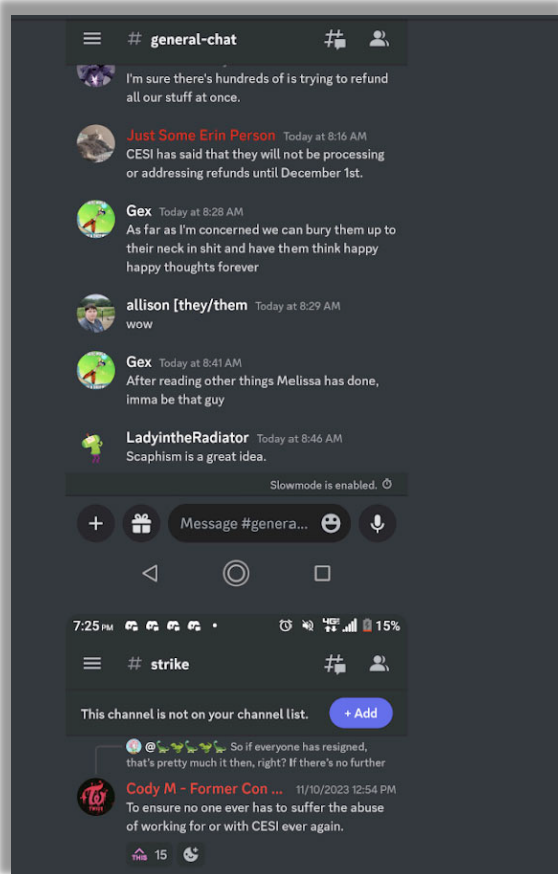
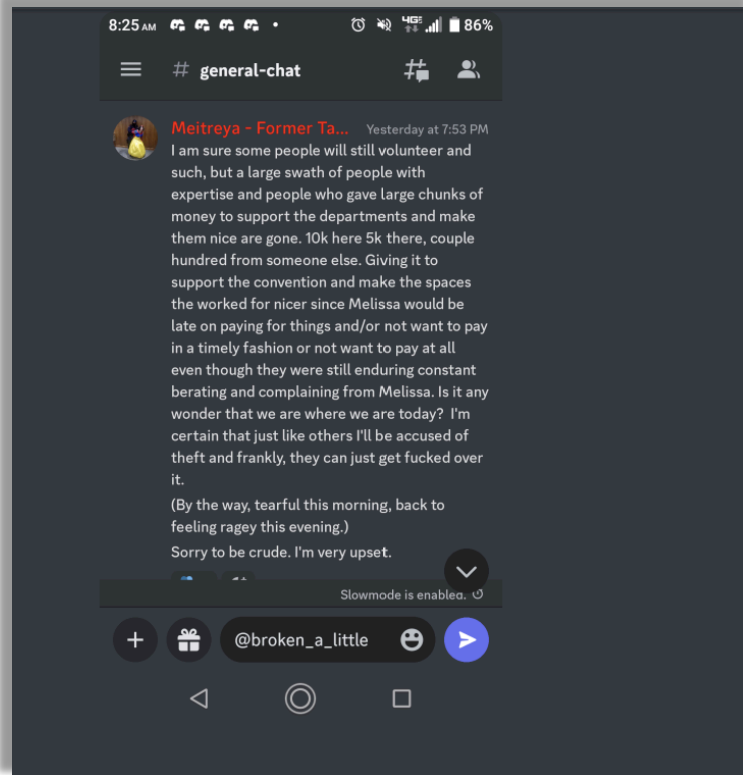
66. Defendants discouraged artists and other celebrities from participating in the 2024 Convention, irreparably damaging those long-time and valuable relationships, which irreparably harmed the Convention's reputation as a serious and reputable "con" that people should spend their hard-earned money attending.

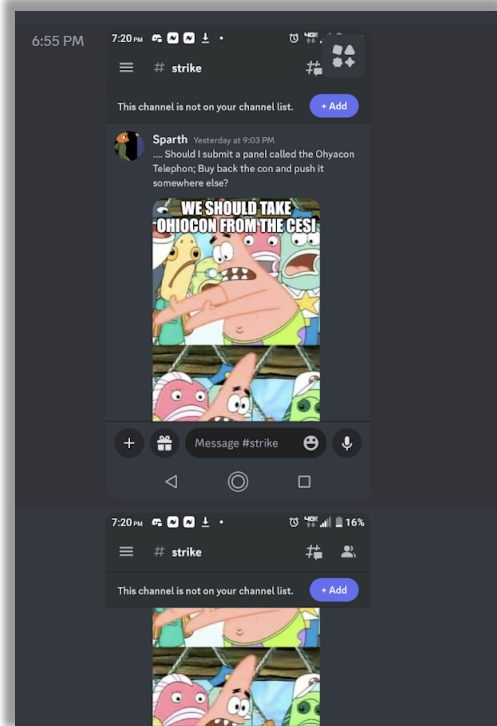
67. Because of COVEN's conduct, (a) the 2024 Convention recorded only 4,000 attendees, resulting in massive economic losses to CES, and Ms. Phelps and Ms. DeJesus personally; (b) CES lost its convention site for the January 2025 Convention; (c) most of the Convention's vendors canceled their participation; and (d) most of the Convention's volunteer staff quit.

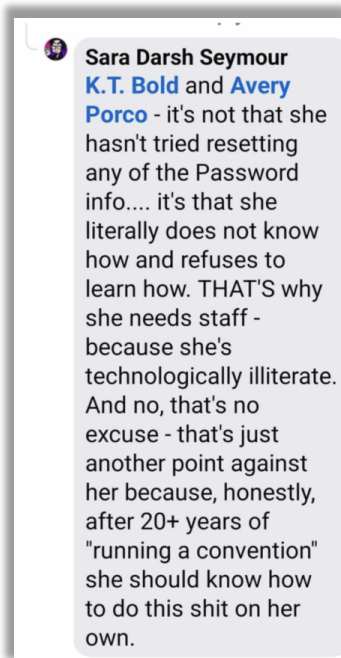
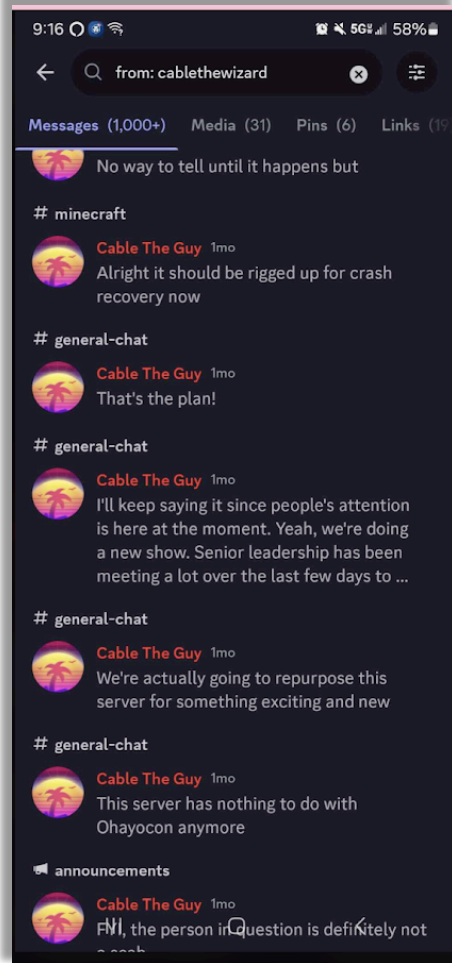
68. What follows below is but a small sample of the chaos COVEN sewed by stealing CES's social media accounts and Discord Server:

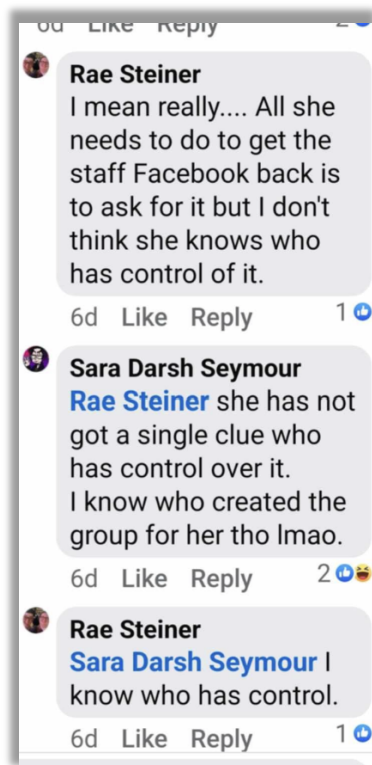












69. COVEN also created a Facebook Group called “Ohayocon Dumpster Fire” that it used to attack the Convention. For example:

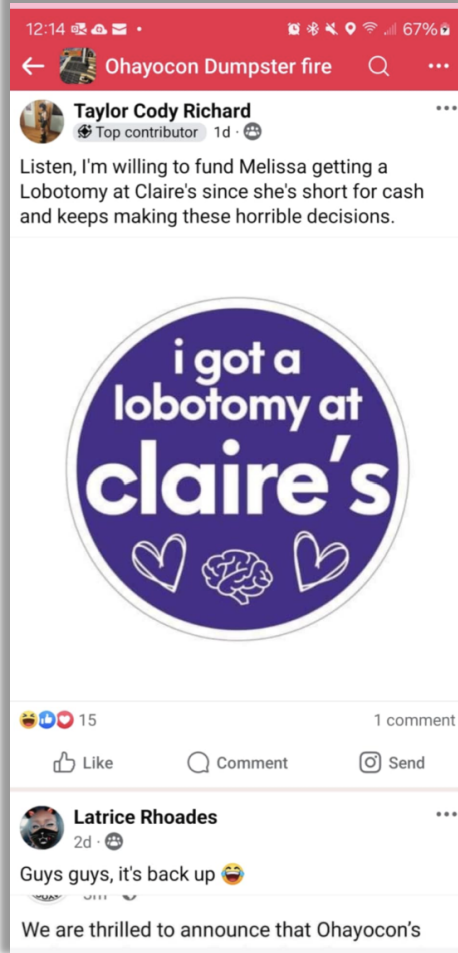


Star Lyric Winter doesn't recommend Ohayocon 2025 .

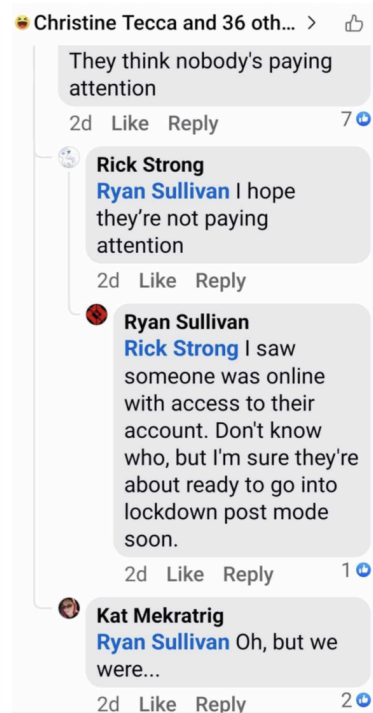
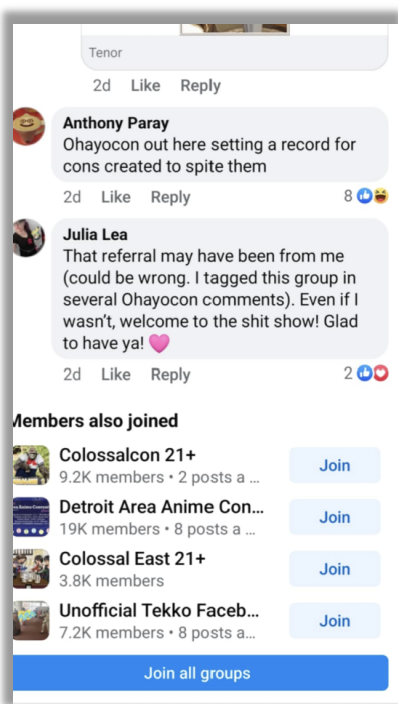
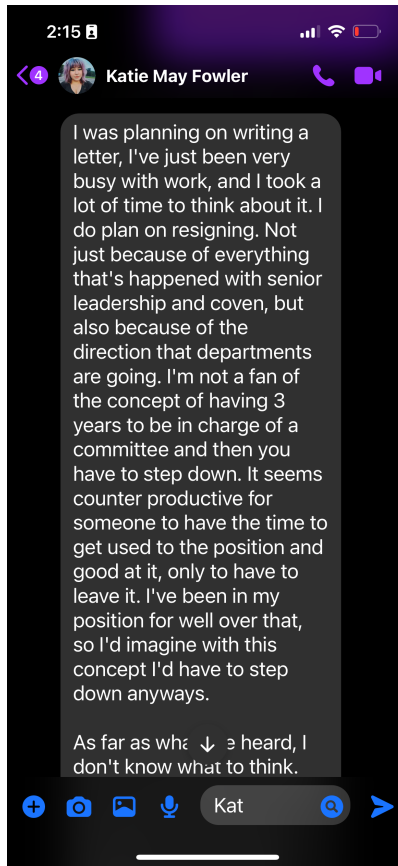
Lied repeatedly about business status to the public and to the states of Kentucky and Ohio, including lying about who is in charge/profitting from the convention and the organization's purpose. Continues to delete evidence of their wrongdoing after spending months trying to convince us that things had "changed" after the grifting and horrible mess of last year, only for the legal documents to reveal that nothing had changed and in fact it was even worse than we all thought. They swiftly began to delete posts after this came to light.

Start a private conversation with Star Lyric Winter in Messenger.

Message







18 >

held, i.e. firing them. Then goes and hires a bunch of her friends and paying said friends to work at in the new areas. Also, the last 3 years we have had to pack into hotel rooms like sardines when she rents the Executive Suites just for herself and her daughter. Then there's not feeding us, we used to get three full meals a day, but in the last 3years it turned to snack food only. This con turns out a lot of money and Mel is using it to pay personal bills. There are volunteers who have receipts from accounting so I know it's true unfortunately 😞

2d Like Reply 8 🗨️👍

**Cheyanne Justine Jeffers**  
[Sara Winkle](#) wow!!! Thank I for this detailed

**Cheyanne Justine Jeffers**  
[Sara Winkle](#) wow!!! Thank I for this detailed explanation!!

2d Like Reply

**K.T. Bold**  
**Cheyanne Justine Jeffers** And probably the bigger issue is that Melissa and her cronies are abusive. The turnover in Ohayocon leadership has been consistent because the closer you get to her, the more verbal abuse and manipulation you face. Even when people show they stayed in line and did a great job, they get accused of stealing or sabotaging her personally, it's very odd. About a third of the st...  
 See more

2d Like Reply 7 🗨️👍

**K.T. Bold**  
<https://www.animenewsnetwork.com/feature/2024-01-19/volunteers-former-senior-staff-boycott-ohayocon-convention/.205615>

ANIMENEWSNETWORK.COM  
 Volunteers, Former Senior Staff Boycott O...

**Karin Tobias Stanley**  
[#isupportohayoconvolunteers](#)  
 this convention has turned into a tradition for my family since 2014, looks like thats gonna be changing, there are other Japanese conventions. We checked out Maturicon last year. It was great but decided to stay with O... [See more](#)

1y Like

**Jeni Mercury**  
 Ok so I'm late to the party and have no idea what the uproar is?

1y Like 5 🗨️👍

**Sarah Valentine**  
**Jeni Mercury** Ohayocons owner fired most of the senior board of directors to break the union they had but blamed it on the logo change. So three months before the con she removed all the people in charge of running the con

were trying to unionize and claimed it was bc they changed the logo without consultation. they are also removing posts that illuminate this issue so don't be shocked if they delete my comment in...  
[See more](#)

1y Like 21 🗨️👍

**Alex Lee**  
[#isupportohayoconvolunteers](#)  
 We've been going to this con for years but it may be time to end the tradition if this situation isn't dealt with properly. Melissa needs to step down

**Cheyanne Justine Jeffers**  
 2024 was gonna be my first time going but think I'll pass now

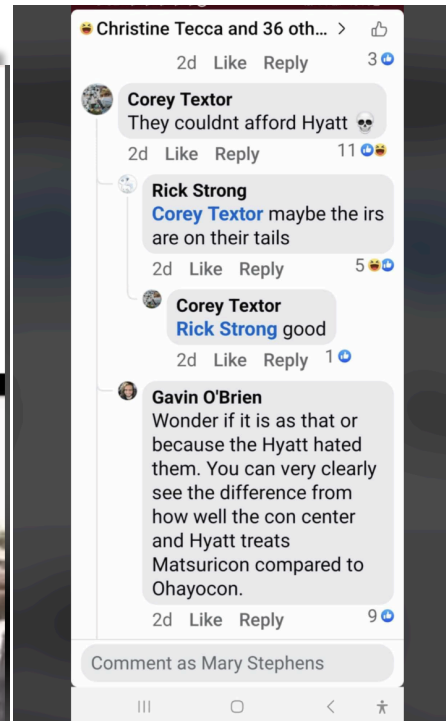
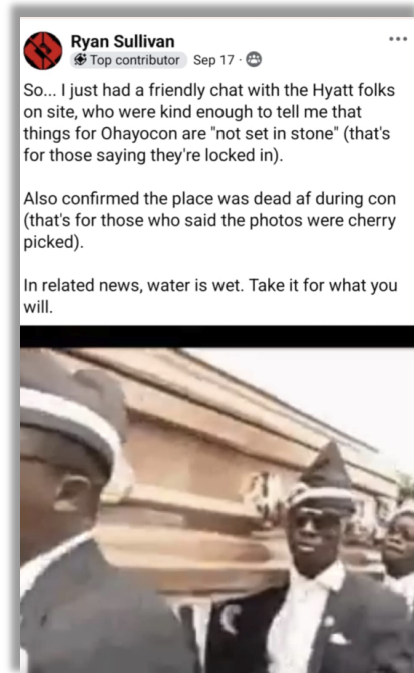
1y Like 3 🗨️👍

**Carlos Get-Scooped Rodney**  
 WTF is this?....

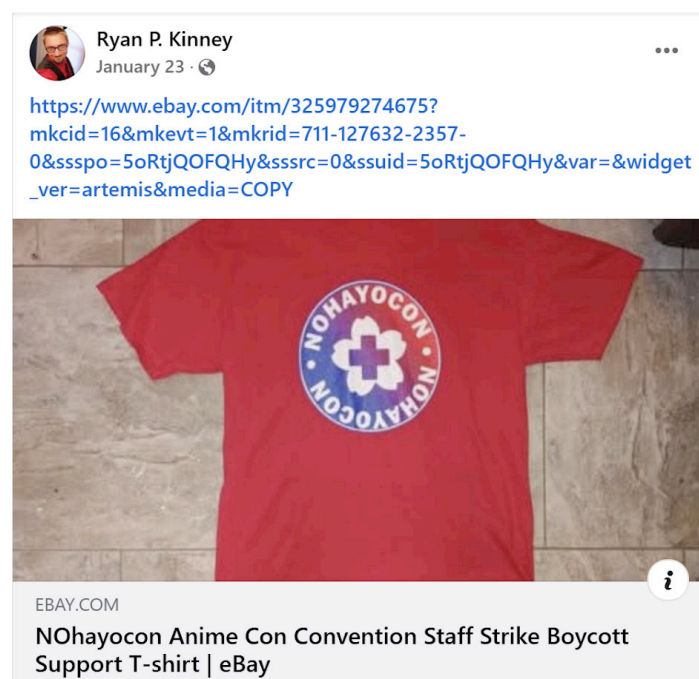
1y Like 7 🗨️👍

View more comments 6 of 169

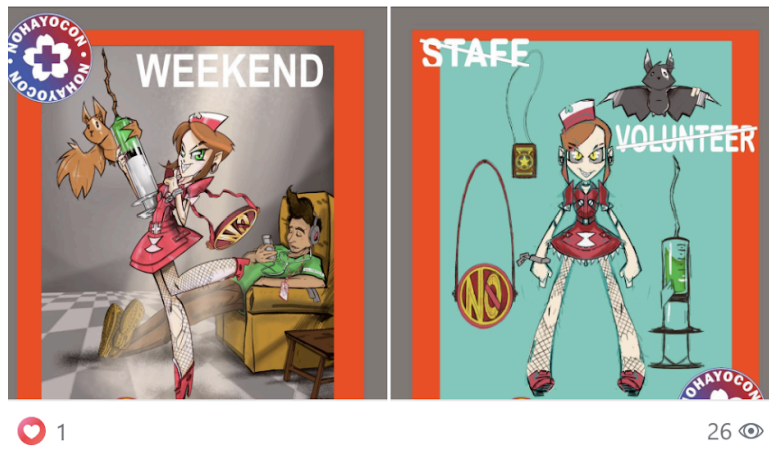
**OHAYOCON**  
 I SUPPORT OHAYOCON VOLUNTEERS



70. Defendants have usurped the Ohayocon logo to cause confusion and encourage potential attendees and business relationships not to associate with Plaintiffs, in part by selling merchandise featuring the logo:



Art by @iam\_stout\_art



71. Plaintiffs lost approximately \$144,000 from the 2024 Convention. Ms. Phelps is personally \$10,000 out of pocket from the 2024 Convention.

72. For the Convention to proceed at all in 2025, Ms. DeJesus extended a loan to CES in excess of \$90,000 at 13% interest.

73. Ohayocon 2025 will take place between January 31 and February 2 at the Dayton, Ohio Convention Center.

74. CES markets Ohayocon to the public using the following logo:



75. As of the filing of this Verified Complaint, there are only 300 registered attendees for the 2025 Convention. Plaintiffs estimate that fewer than 7,000 attendees will show up.

76. Plaintiffs project that they will lose an additional \$133,000 from Ohayocon 2025.

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

77. Plaintiffs reallege and incorporate the preceding paragraphs of this Verified Complaint as if fully rewritten.

78. Sekai Guild purports to be a not-for-profit created by Marcum in March 2024. According to its articles of organization, Sekai Guild was formed to “promote cross-cultural understanding through inclusive spaces that celebrate, educate, and inspire a sense of global citizenship, primarily through the promotion of the arts.” Its name purports to be a Japanese noun that means world, earth, society, or universe.

79. Sekai Guild is merely the former Convention “Senior Leadership” and members of COVEN rebranded.

80. According to Sekai Guild, (a) it is owned by “nobody” and receives funding from membership fees and donations; (b) its members vote to elect directors from among its membership as a whole; (c) its members earn voting privileges by volunteering on its behalf, paying dues, and attending meetings; and (d) it has “no ties to other groups or events, past or present.”

81. On April 4, 2024, Sekai Guild announced on its website that it would hold its first “Anime Day” at the Mall at Fairfield Commons in Beavercreek, Ohio. Sekai Guild

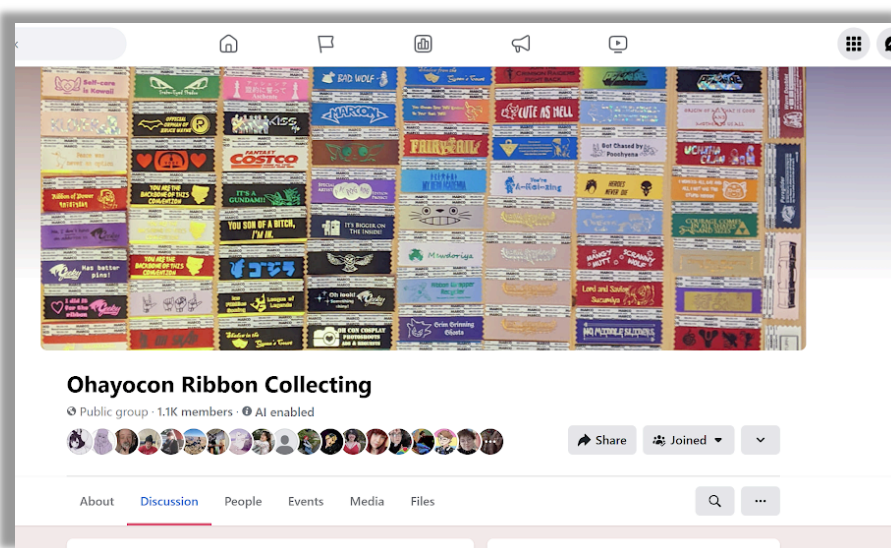
billed the event as a “celebration of anime, cosplay, and more!” On August 28, 2024, Sekai Guild announced on its website that it would hold “Sekaicon” between April 11, 2025, and April 13, 2025, at the Cherry Valley Hotel in Newark, Ohio.

82. Sekai Guild markets and promotes itself to the public using the following logo:



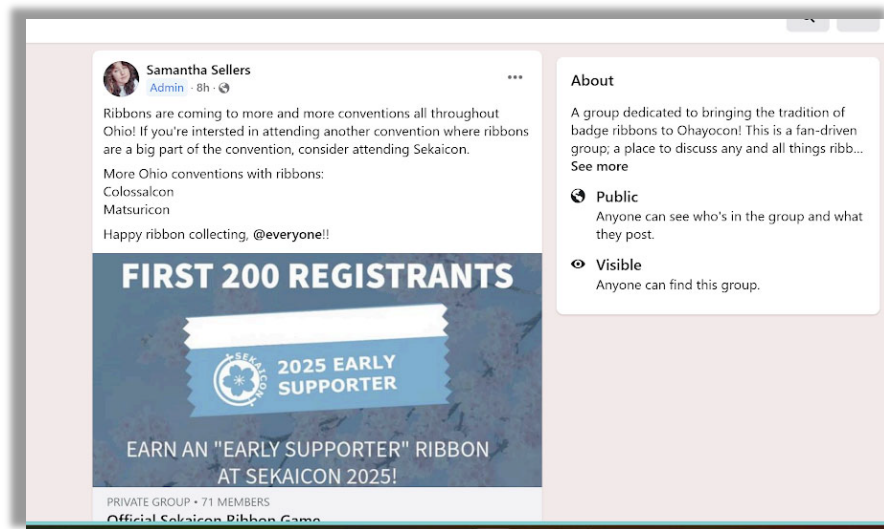
83. According to the Sekaicon website, “Sekaicon 2025” is a celebration of anime fandom, with panels, costume contests, voice actors, vendors, a dance competition, live performances, gaming tournaments, etc.

84. Sekai Guild regularly steals CES’s marketing strategies. For example, CES markets Ohayocon by promoting collectible ribbons related to various aspects of the convention, like the following:





85. Shortly after making this announcement, Defendants announced as follows on Facebook, expressly to create the impression in the mind of the public that Sekaicon is associated with Ohayocon:



## CAUSES OF ACTION

### Piercing the Corporate Veil of Sekai Guild

86. Plaintiffs reallege and incorporate the preceding paragraphs of this Verified Complaint as if fully rewritten.

87. As alleged in this Complaint, “the Senior Leadership,” COVEN, and Sekai Guild are, for all practical purposes, the same persons, i.e., the individuals named as Defendants.

88. Without limitation, based on their collective behavior as Convention volunteers, before and after their dismissal as such by Plaintiffs, and indeed their express intention to act collectively as expressed in their Manifesto, upon information and belief Defendants control Sekai Guild such that it has no corporate will of its own. For the same reasons, Defendants formed Sekai Guild not for any legitimate charitable purpose, but to

commit the unlawful, tortious, and fraudulent acts against Plaintiffs as alleged in this Complaint, causing them injury.

89. Therefore, none of the Defendants is entitled to hide behind the corporate veil of Sekai Guild, and/or the collectivist intentions, acts, and omissions of the “Senior Leadership” and COVEN to escape individual liability in any respect.

**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. Plaintiffs reallege and incorporate the preceding paragraphs of this Verified Complaint as if fully rewritten.

91. The term “trade secret” is defined under Ohio Revised Code §1333.61(D) as:

Information, including the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, pattern, compilation, program, device, method, technique, or improvement, or any business information or plans, financial information, or listing of names, addresses, or telephone numbers that satisfies both of the following: (1) It derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (2) It is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

92. The term “misappropriation” is defined under Section 1333.61(B) as follows:



(1) Acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means;

(2) Disclosure or use of a trade secret of another without the express or implied consent of the other person by a person who did any of the following: (a) Used improper means to acquire knowledge of the trade secret; (b) At the time of disclosure or use, knew or had reason to know that the knowledge of the trade secret that the person acquired was derived from or through a person who had utilized improper means to acquire it, was acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use, or was derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; (c) Before a material change of their position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.

93. As alleged in this Verified Complaint, Defendants jointly and severally misappropriated Plaintiffs' trade secrets to unfairly compete with and harm them.

94. Defendants are therefore jointly and severally in continuing violation of the Ohio Uniform Trade Secrets Act, Ohio Revised Code §1333.61, *et seq.*

95. Under Section 1333.62(A), Defendants' joint and several unlawful conduct, actual or threatened, may be enjoined for as long as is reasonably necessary to secure Plaintiffs' rights and to prevent Defendants from securing a commercial advantage that otherwise would be derived from the misappropriation.

96. Plaintiffs are also entitled to an Order compelling Defendants jointly and severally to take affirmative action to protect Plaintiffs' confidential business information under Section 1333.62(C) and for royalties for as long as it takes to reclaim their trade secrets from Defendants under Section 1333.62(B) because Defendants' combined misappropriation is especially egregious. This is the case because as a Board member, Hightower had unique access to the Plaintiffs' books, records, and intellectual assets since

July 2022, and unbeknownst to Plaintiffs, Hightower was coordinating with the other Defendants to steal this information to harm CES and benefit themselves. Since then, Defendants have also had the opportunity to sell CES's confidential trade secrets to any number of other competitors.

97. The instant action is also unique in that conventions like Ohayocon take place in one location for three days, once per year. They, therefore, have one chance per year to clear enough revenue to operate a convention the next year. Plaintiffs' ability to recover from the misappropriation of their trade secrets is therefore severely limited, and they have no opportunity to do so with any immediacy. In short, Plaintiffs cannot "get back up on the horse" the next day, week, or month to recover, improve, innovate, and generate revenue. Rather, they have to put all of their resources into the next three-day convention a year later.

98. Because of this, it may be **impossible** for Plaintiffs to ever recover any of their trade secrets, and if they do, it may be impossible to put that information to any use a year from now. The value of that information is therefore also impossible to put a monetary value on, such that damages would be impossible to calculate at trial, and even if they could be calculated, Plaintiffs' opportunity to recover would be irreparably lost.

99. Without limitation, the facts alleged in this Verified Complaint demonstrate Plaintiffs' considerable likelihood of prevailing on the merits of their substantive claims.

100. If Defendants are permitted to continue their unlawful conduct without immediate intervention by the Court, Plaintiffs will suffer irreparable harm because they

will permanently lose the commercial advantage and use of their own trade secrets, for which there otherwise is no plain, adequate, or complete legal remedy in the form of money damages.

101. No third parties will suffer any harm whatsoever if the Court grants the injunctive relief requested in this Verified Complaint. If Defendants can demonstrate any harm or potential harm to third parties, it would be brief. Hotels, bars, and restaurants, for example, have hundreds of opportunities every day to draw paying customers, and the Court is well-positioned to fashion a remedy to mitigate harm.

102. If the Court grants the injunctive relief requested in this Verified Complaint, such will promote the public interest, without limitation, by ensuring that (a) Ohio will remain a reliable, predictable, and safe State for commercial activity, (b) the public can trust and be secure in the fact that they can travel to and pay for commercial events, and spend money with vendors, and at hotels, restaurants, and bars, and the like, such that economic activity will benefit the public as a whole, (c) the corporate organization statutes of the State of Ohio are enforced and respected, and (d) that innovation and commercial activity will be free from theft, misappropriation, and unfair competition under the muscle of Chapter 1333 of the Ohio Revised Code.

103. The value of Plaintiffs' confidential trade secrets and business information was derived from their skills, efforts, reputations, knowledge, experience, and background earned over many years, and such know-how is not widely available to the public. It was stolen from them by a Board Member and the "Senior Leadership" trusted to help organize a popular convention.

104. As a direct and proximate result of Defendants' misappropriation of Plaintiffs' trade secrets as described in this Complaint, Plaintiffs have suffered damages in excess of the jurisdictional threshold of this Court to be determined by the trier of fact.

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

105. Plaintiffs reallege and incorporate the preceding paragraphs of this Verified Complaint as if fully rewritten.

106. Under Ohio Revised Code §2913.04(A), "[n]o person shall knowingly use or operate the property of another without the consent of the owner or person authorized to give consent."

107. Under Section 2913.04(B):

No person, in any manner and by any means, including, but not limited to, computer hacking, shall knowingly gain access to, attempt to gain access to, or cause access to be gained to any computer, computer system, computer network, cable service, cable system, telecommunications device, telecommunications service, or information service without the consent of, or beyond the scope of the express or implied consent of, the owner of the computer, computer system, computer network, cable service, cable system, telecommunications device, telecommunications service, or information service or other person authorized to give consent.

108. By illegally (a) using, operating, and stealing the intellectual, digital, and physical property of the Plaintiffs in the manner described in this Complaint, and/or (b) accessing and hacking the Plaintiffs' computer systems as described in this Complaint, in a manner in which Plaintiffs did not consent, and/or beyond the scope of Plaintiffs' implied consent, Defendants are jointly and severally in violation of Section 2913.04 of the Ohio Revised Code.

109. As described in this Complaint, on more than one occasion, Plaintiffs conspicuously demanded the return of their property stolen by Defendants, which Defendants refused.

110. Under Ohio Revised Code §2307.61, as the owners of the property stolen by Defendants jointly and severally, Plaintiffs are entitled to pursue damages, liquidated damages, and treble damages against Defendants. As a direct and proximate result of Defendants' joint and several violations of Section 2913.04, Plaintiffs have suffered such damages in excess of the jurisdictional threshold of this Court to be determined by the trier of fact.

**Count III**  
**Tortious Interference with Contract and**  
**Prospective Business Relationships,**  
**by all Defendants Jointly and Severally:**

111. Plaintiffs reallege and incorporate the preceding paragraphs of this Verified Complaint as if fully rewritten.

112. At all times relevant to this Verified Complaint, without limitation, Plaintiffs had valuable (a) contracts and agreements, written and oral, with the Hyatt Convention Center, vendors, guests, and attendees related to the performance of the Convention in 2024 and 2025, and (b) **prospective** business relationships with the same during the same timeframe.

113. At all times relevant to this Verified Complaint, Defendants jointly and severally knew about the contracts and agreements, and prospective business relationships identified in the same, most obviously because they had intimate knowledge

of the operations of CES and deliberate and willful theft of Plaintiffs' assets related to the Convention they used to participate in.

114. As alleged in this Verified Complaint, Defendants, jointly and severally, deliberately, and willfully, interfered with Plaintiffs' contractual relationships, and/or procured their breaches, and Plaintiffs' prospective business relationships, without right, cause, privilege, justification, or legitimate business purpose for doing so.

115. As a direct and proximate result of Defendants' joint and several, knowing, and deliberate tortious interference with Plaintiffs' business contracts and agreements, and prospective business relationships, Plaintiffs have suffered damages in excess of the jurisdictional threshold of this Court to be determined by the trier of fact.

116. As a direct and proximate result of Defendants' tortious interference with Plaintiffs' prospective business relationships, Plaintiffs have suffered damages in excess of the jurisdictional threshold of this Court to be determined by the trier of fact.

**Count IV**  
**Breach of Fiduciary Duty by Hightower:**

117. Plaintiffs reallege and incorporate the preceding paragraphs of this Verified Complaint as if fully rewritten.

118. As alleged in this Complaint, between July 2022 and February 2023, Hightower was an elected board member, officer, director, trustee, or employee of CES.

119. Therefore, under the common law and Ohio Revised Code §1702.30, Hightower was a "fiduciary" of CES at all times relevant to this Complaint. To this end, under Section 1702.30(B), Hightower was obliged to serve CES in good faith, in a manner a reasonable person would believe isn't harmful to CES, and with the care, an ordinary

person in the same or similar position would use under similar circumstances, at all times relevant to this Complaint, in **all** of his dealings with CES. Under Section 1702.30(D)(2), Hightower shall not be considered to be acting in good faith if he knows that CES would rely on unwarranted information, opinions, reports, and/or statements prepared and/or presented by him in connection with the business CES.

120. As described in this Complaint, and without limitation, Hightower breached his fiduciary duties to CES by secretly coordinating with COVEN and the “Senior Leadership” to harm it, and with Sekai Guild to compete with it.

121. As a matter of law, Plaintiffs may pursue Hightower individually for his own torts and wrongdoing, and he may not hide behind his status as an officer, director, or employee of CES, and he may be found individually liable for the same.

122. Under Section 1702.30(E), Hightower shall be liable in damages for any act or omission taken by him in connection with his duties to CES upon clear and convincing evidence that he deliberately and intentionally meant to harm CES, and/or that he undertook the same with a reckless disregard for its best interests. To this end, as a direct and proximate result of Hightower’s knowing, deliberate, and intentional breaches of his fiduciary duties to CES under applicable law, CES has suffered damages in excess of the jurisdictional threshold of this Court to be determined by the trier of fact.

**Count V**  
**Defamation by all Defendants Jointly and Severally:**

123. Plaintiffs reallege and incorporate the preceding paragraphs of this Verified Complaint as if fully rewritten.

124. Defendants made the following sets of statements about Plaintiffs, which are capable of being proved false: (a) that Plaintiffs are “union busters,” (b) that Plaintiffs are thieves and crooks, (c) that Plaintiffs are tax cheats, and (d) Plaintiffs cheat their vendors, artists, guests, volunteers, staff, and hosts. These statements are defamatory under the circumstances and generally, because Plaintiffs’ customer base tends to find such alleged conduct abhorrent.

125. Defendants jointly and severally published these false and defamatory statements about Plaintiffs directly, and encouraged others to make similar statements, to the users of the social media sites owned by CES, i.e., CES’s base of customers and potential customers, without privilege to do so.

126. Defendants’ jointly and severally uttered false and defamatory statements about Plaintiffs (a) with actual malice in that they knew their statements to be false and defamatory when made, and/or with reckless disregard for truth or falsity, and/or (b) negligently.

127. Defendants’ false and defamatory statements about Plaintiffs described in this Verified Complaint were *per se* defamatory and caused special harm and damages to Plaintiffs because they directly and proximately tend to injure them in their trade or occupation.

128. There is no public participation value to the false and defamatory statements published by Defendants about Plaintiffs because, without limitation, Defendants’ joint and several statements (a) weren’t in the context of a legislative, executive, judicial, administrative, or other governmental proceeding; (b) weren’t under



consideration or review in a legislative, executive, judicial, administrative, or other governmental proceeding; and (c) don't implicate Defendants' rights of freedom of speech and of the press, the right to assemble and petition, and the right of association, guaranteed by the United States Constitution or the Ohio Constitution, on a matter of public concern.

129. As a direct and proximate result of Defendants' joint and several defamation of Plaintiffs in their trade and occupation, Plaintiffs have suffered damages in excess of the jurisdictional threshold to be determined by the trier of fact.

**Count VI**  
**False Light by all Defendants Jointly and Severally:**

130. Plaintiffs reallege and incorporate the preceding paragraphs of this Verified Complaint as if fully rewritten.

131. As alleged in this Verified Complaint, Defendants jointly and severally gave publicity to Plaintiffs that placed them before the public in a false light.

132. As described in this Verified Complaint, the false light in which Plaintiffs were placed would be highly offensive to a reasonable person, without limitation, because Defendants accused them of theft, tax evasion, labor and employment abuses, and deception of their customers, vendors, guests, volunteers, hosts, etc. For example, the sample of Defendants' statements captured from their online interactions shown above, demonstrate that Defendants went out of their way to mislead and deceive the public about Plaintiffs' and their professional reputations, with the express purpose of harming them.

133. At all times relevant to this Verified Complaint, Defendants knew or acted in reckless disregard as to the falsity or the material they publicized on the internet, and the false light in which Plaintiffs would be placed.

134. As a direct and proximate result of Defendants' joint and several placements of Plaintiffs in false light, Plaintiffs have suffered damages in excess of the jurisdictional threshold of this Court to be determined by the trier of fact.

**Count VII**  
**Wrongful Intrusion by all Defendants Jointly and Severally:**

135. Plaintiffs reallege and incorporate the preceding paragraphs of this Verified Complaint as if fully rewritten.

136. As alleged in this Verified Complaint, Defendants jointly and severally, and intentionally publicized and disclosed facts about Ms. DeJesus and her family concerning her private life by doxing her.

137. Such publication would be highly offensive and objectionable to a reasonable person of ordinary sensibilities.

138. The matter publicized by Defendants is of no legitimate concern to the public.

139. As a direct and proximate result of Defendants' joint and several intrusions into Ms. DeJesus's private affairs, she's suffered damages in excess of the jurisdictional threshold of this Court to be determined by the trier of fact.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs Cultural Exchange Society, Inc., Melissa Ann Phelps, and Emily DeJesus pray for the following relief against Defendants Sekai Guild, Daniel

Duffee, Matt Geisen, Jared Hightower, Cody Markum, Benjamin Ng, Erin Reinhard, Kirsten E. Reinhard, Liam Rigsby, Michelle Stines, and Griffin Voyls, jointly and severally: (a) that the corporate veil of Sekai Guild be pierced; (b) compensatory damages under Ohio Revised Code §1333.61, *et seq.*; (c) equitable relief under Ohio Revised Code §1333.61, *et seq.*; (d) statutory damages under Ohio Revised Code §1333.61, *et seq.*; (e) damages, liquidated, and treble damages under Ohio Revised Code §2913.04; (f) compensatory damages, special damages, and equitable relief otherwise available under Ohio law; (g) pre-and post-judgment interest on compensatory damages, statutory damages, liquidated damages, treble damages, special damages, and all other damages, and equitable relief; (h) temporary, preliminary, and permanent injunctive relief under Ohio Revised Code §1333.61, *et seq.* and Civil Rule 65; (i) reimbursement of their attorney's fees and costs under Chapters 1333 and 2913 of the Ohio Revised Code and as otherwise available under Ohio law; and (j) all other relief to which they may be entitled at law and equity.

**DATED: January 16, 2025.**

Respectfully submitted,

**/s/ Justin Whittaker**

Justin Whittaker, Esq. (0093212)

WHITTAKER LAW, LLC

2055 Reading Road, Suite 260

Cincinnati, Ohio 45202

(513) 457-5545

(513) 436-0689 (fax)

[Justin@WhittakerLawFirm.com](mailto:Justin@WhittakerLawFirm.com)

**Counsel for  
Plaintiffs Cultural Exchange  
Society, Inc., Melissa Ann Phelps,  
and Emily DeJesus**

**JURY DEMAND**

Plaintiffs demand a jury trial on all issues so triable.

**DATED: January 16, 2025.**

Respectfully submitted,

**/s/ Justin Whittaker**

Justin Whittaker, Esq. (0093212)

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**Counsel for  
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Society, Inc., Melissa Ann Phelps,  
and Emily DeJesus**