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JAN 8 2003

Phil Lombardi, Clerk
U.S. DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

2015, Inc., an Oklahoma corporation,

Plaintiff,

v.

Case No. 02-CV-895-EA(C)

INFINITY WARD, INC., a Delaware
corporation, VINCE ZAMPELLA, KEN D.
TURNER, and GRANT COLLIER,

Defendants.

ORIGINAL ANSWER OF 2015, INC.

Counter-defendant 2015, Inc. answers the counter-claims asserted against it in Section III of the Answer and Affirmative Defenses of Defendants and Counterclaims and Third-Party Complaint, filed on December 9, 2002, and states as follows:

I. ANSWER

1. With respect to the allegations in the first sentence of paragraph 1, 2015 admits that it is a business organization whose principal place of business is in Tulsa, Oklahoma. With respect to the allegations in the second sentence of paragraph 1, 2015 admits that it is a resident of the State of Oklahoma and is subject to service of process there.

2. With respect to the allegations in paragraph 2, 2015 admits that it and Tom Kudirka are subject to personal jurisdiction in Oklahoma and otherwise denies the allegations in this paragraph.

3. With respect to the allegations in paragraph 3, 2015 denies that this Court has jurisdiction. Rather, 2015 contends that jurisdiction over this matter is proper in the state court of Oklahoma, Tulsa County. Subject to this denial, if this Court concludes that it has jurisdiction

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over this suit, 2015 admits that venue over the counter-claims and third-party claims is proper in this Court because the acts, errors, and omissions upon which they are based occurred in Tulsa County.

4. With respect to the allegations in paragraph 4, 2015 admits that Ken Turner ("Turner") and Vince Zampella ("Zampella") (collectively, "Third-Party Plaintiffs") have alleged that the amount in controversy is within the jurisdictional limits of this Court, but 2015 denies that Third-Party Plaintiffs' damages exceed the jurisdictional limits of this Court and denies that Third-Party Plaintiffs are entitled to any damages.

5. With respect to the allegations in the first sentence of paragraph 5, 2015 admits that it filed a Certificate of Incorporation with the Oklahoma Secretary of State on February 9, 1998. With respect to the allegations in the second sentence, 2015 admits that Kudirka is listed as the director, president, and chief executive officer of 2015. 2015 denies the remaining allegations in paragraph 5.

6. With respect to the allegations in the second sentence of paragraph 6, 2015 admits that Turner and Zampella were hired by 2015 in 1998 and 1999, respectively. With respect to the allegations in the fifth and sixth sentences of paragraph 6, 2015 admits that Grant Collier ("Collier") was hired on January 29, 2001, and that 2015 and Collier did not enter into an employment agreement. With respect to the allegations in the seventh sentence, 2015 admits that Collier was terminated on July 2, 2001, but denies the remaining allegations in this sentence. 2015 admits the allegations in the ninth sentence to the extent it states that Turner and Zampella resigned from employment on January 11, 2002. Otherwise, 2015 denies all remaining allegations in paragraph 6.

7. With respect to the allegations in the first sentence of paragraph 7, 2015 admits that Kudirka has acted, and currently acts, as the chairman, president, and chief operating officer of 2015, as well as 2015's sole member of the Board of Directors. 2015 otherwise denies the remaining allegations in paragraph 7.

8. With respect to the allegations in the first sentence of paragraph 12, 2015 admits that 2015 is treated as an S-corporation for tax purposes, but denies the remaining allegations in this sentence. 2015 denies the allegations in the second sentence of paragraph 11 to the extent that this is a mischaracterization. Although Turner and Zampella were not reimbursed for taxes paid in 2001, as previously done, 2015 does not have the power or authority to assess taxes against Turner or Zampella, nor is such reimbursement required by the relevant corporate records. With respect to the allegations in the third sentence of paragraph 11, 2015 admits that it may receive a royalty payment from Electronics Arts Inc. in the future. Otherwise, 2015 denies all remaining allegations in paragraph 12.

9. With respect to paragraphs 16 and 18 (under "Promissory Estoppel"),¹ 2015 admits that Turner was at one time a ten-percent shareholder in 2015, and that Zampella was an active seven-percent shareholder in 2015. But this is no longer true. Further, Turner and Zampella are no longer employees of 2015. 2015 otherwise denies the remaining allegations in paragraphs 16 and 18 (under "Promissory Estoppel") and leave all questions of law for this Court.

11. With respect to the allegations in paragraph 18 (under "Declaratory Relief"), 2015 denies the allegations and leaves all questions of law for this Court.

¹ The paragraphs under Section III of the Answer and Affirmative Defenses of Defendants and Counterclaims and Third-Party Complaint are improperly numbered. Paragraphs 17 and 18 are listed twice. Accordingly, hereafter, the first paragraph 17 will be referred to as "Paragraph 17 (under 'Promissory Estoppel')." And the second one will be referred to as "Paragraph 17 (under 'Declaratory Relief')." The references to paragraph 18 will be similar.

12. With respect to the allegations in the first sentence of paragraph 20, 2015 admits that Kudirka is the sole director on the Board of 2015 and that he serves as the President and Chief Operating Officer of 2015. 2015 otherwise denies the remaining allegations in paragraph 20 and leaves all questions of law for this Court.

13. With respect to the allegations in paragraph 23, 2015 admits that Turner and Zampella have requested copies of certain corporate records, but otherwise deny the allegations in this paragraph.

14. With respect to paragraph 24, 2015 leaves all questions of law for this Court.

15. With respect to paragraph 26, 2015 leaves all questions of law for this Court. 16. 2015 denies all allegations in paragraph 27 and leaves all questions of law for this Court.

17. 2015 denies all allegations in paragraph 30 and leaves all questions of law for this Court.

18. 2015 denies all allegations in paragraph 34 and leaves all questions of law for this Court.

19. 2015 denies all allegations in paragraph 36 and leaves all questions of law for this Court.

20. 2015 denies all allegations in paragraphs 1-8 of the "Prayer for Relief" and leaves all questions of law to be determined by this Court.

21. In response to the allegations in paragraphs 15, 17 (under "Promissory Estoppel"), 17 (under "Declaratory Relief"), 19, 21, 25, 29,² 31, 33, and 35, 2015 repeats and realleges its answers to paragraphs 1-14, 1-16, 1-18 (under "Promissory Estoppel"), 1-18 (under "Declaratory Relief"), 1-20, 1-24, 1-27, 1-30, 1-32, and 1-34, respectively.

² Note: There is no paragraph 28, but rather the paragraphs jump from paragraph 27 to paragraph 29.

22. 2015 denies the allegations in paragraphs 8, 9, 10, 11, 13, 14, 22, and 32.

II. AFFIRMATIVE DEFENSES

1. The counter-claims and third-party complaint fail to state a claim upon which relief can be granted.

2. The claims asserted may be barred, in whole or in part, under the doctrines of waiver, ratification, and estoppel.

3. The claims asserted may be barred, in whole or in part, under the doctrine of “unclean hands.”

4. The claims asserted may be barred from recovery by the presumption afforded 2015 by the business judgment rule.

5. The fraud claim is barred because Counter-Plaintiffs' failed to plead the fraud claim with the specificity required by the Federal Rules of Civil Procedure.

6. The claims asserted may be barred from recovery because of the contributory or comparative negligence of Counter-Plaintiffs.

7. The claims asserted may be barred from recovery because any loss or damages allegedly sustained by Counter-Plaintiffs was proximately caused and contributed to, in whole or in part, by the acts or omissions of persons or entities other than 2015.

8. The claims asserted may be barred from recovery under the doctrine of justification.

9. The claims asserted may be barred, in whole or in part, by the doctrine of release.

10. The claims asserted may be barred by the parol evidence rule.

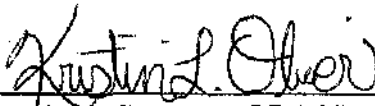
III. JURY DEMAND

Under Federal Rule of Civil Procedure 38, 2015 requests a jury trial on all issues related to the counter-claims that are triable.

IV. PRAYER FOR RELIEF

2015 respectfully requests that this Court dismiss all of the counter-claims asserted against it. 2015 further requests reasonable and necessary attorneys' fees, costs, and other general relief to which it may be entitled.

Respectfully submitted,

By: 
Dennis C. Cameron, OBA No. 012236
Kristin L. Oliver, OBA No. 17687
GABLE & GOTWALS
1100 ONEOK Plaza
100 West Fifth Street
Tulsa, OK 74103-4217
(918) 595-4800 - Telephone
(918) 595-4990 - Fax

and

Greg W. Curry, OBA No. 016791
Texas State Bar No. 05270300
William M. Katz
Texas State Bar No. 00791003
THOMPSON & KNIGHT L.L.P.
1700 Pacific Ave., Suite 3300
Dallas, Texas 75201
(214) 969-1700 - Telephone
(214) 969-1751 - Fax

ATTORNEYS FOR 2015, INC.

CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of January, 2003, a true and correct copy of the foregoing document was forwarded via facsimile and certified mail, returned receipt requested, to the following counsel of record:

Rodney A. Edwards
Robert A. Huffman
Melissa Mailath
Edwards & Huffman, L.L.P.
6226 East 101st Street, Suite 100
Tulsa, OK 74137

Harry J.F. Korrell
Kathryn S. Loppnow
Davis Wright Tremaine LLP
1501 Fourth Avenue
2600 Century Square
Seattle, WA 98101



Kristin E. Oliver

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