

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI**

HANK YOUNG, an individual,)	
)	
Plaintiff,)	
)	
v.)	Case No. _____
)	
KANSAS CITY CHIEFS FOOTBALL)	
CLUB, INC.,)	
a Missouri corporation;)	
)	
POPULOUS, INC.,)	
)	
WORKSHOP DESIGN, L.L.C.)	
)	
HY-VEE, INC.,)	
)	
SPRINT, INC.,)	
)	
TIME WARNER INC.,)	
)	
Defendants.)	

COMPLAINT

Plaintiff, Hank Plaintiff Young, individually and d/b/a Plaintiff Young Company (collectively, “Hank Young” or “Mr. Young”), brings this cause of action and alleges as follows:

I. INTRODUCTION

1. Hank Young is a nationally recognized Kansas City artist, specializing in sports photography. Mr. Young has a storied history producing photographs of and about the Kansas City Chiefs. For over forty years, he crouched the sidelines around the NFL and captured the action at Arrowhead Stadium, preserving with his photography decades of historic games, great hits, remarkable passes, and enthusiastic fans. Mr. Young’s unparalleled body of work

represents a truly unique perspective of the Kansas Chiefs – one that spans generations of fans and all the great players, from Len Dawson, Deron Cherry, Joe Montana to Derrick Thomas, Priest Holmes, Tony Gonzalez and many others. Mr. Young's collection represents the physical embodiment of his life's works, a devotion to capturing the history of a celebrated team for generations to come.

2. Mr. Young began taking photographs as an independent contractor for the Kansas City Chiefs' Public Relations Department in 1972. Recognizing the potential future value in his art, he retained the right to permit or refuse the use of any photographs for non-editorial purposes. The Chiefs' agreed to and understood that Mr. Young was the author of these photographs and that he retained the right to control their use – an arrangement that was honored for over forty years, paying him additional fees when, for example, they wanted to hang one of his photographs in an Arrowhead suite or use a photograph on a banner outside the stadium or hang a photograph in the concourse.

3. When the Chiefs announced the \$375 million project that culminated in the renovated Arrowhead Stadium, they said that the renovation would respect tradition. The Chiefs have not lived up to that promise. Prior to unveiling New Arrowhead, the Chiefs attempted to coerce Mr. Young into forfeiting the rights to his lifelong body of work, demanding that if he wanted to continue as a game day photographer he had to assign all rights in his body of photographs to the Chiefs. The Chiefs gave Mr. Young a take it or leave it deadline of July 23, 2010.

4. The reason for their deadline of July 23, 2010 became clear – New Arrowhead opened to the press on that date. During a tour of New Arrowhead on that date, Mr. Young learned for the first time that the Chiefs had appropriated his life's work without his permission

and without paying him, by using his artwork extensively throughout the stadium. Mr. Young's photographs are a central design aesthetic of the renovation. Mr. Young's photographs permeate the stadium, and he estimates that at least half of the photographic artwork that makes New Arrowhead unique is based on his lifelong body of work. The Chiefs and the other defendants have reproduced and displayed his artwork on walls, columns and banners and used it in conjunction with revenue generating concessions and profitable sponsorships. The photographic history in New Arrowhead was only made possible by the unprecedented misappropriation of Hank Young's lifelong body of artwork. Numerous, but not exhaustive, photographic examples of the misappropriation in New Arrowhead are included as Exhibits A1-D5.

5. The Chiefs knew that they had a forty year history with Mr. Young. They knew that they needed his permission. And, they knew that they needed to pay him. Their attempt to coerce him into assigning all of his rights prior to unveiling New Arrowhead confirms these facts. The Chiefs did not honor tradition, ignored their obligations, and disregarded their duties to Mr. Young under the law. Mr. Young brings this action for copyright infringement in violation of the Copyright Act, 17 U.S.C. § 101 *et seq.*, and for breach of contract, fraud and negligent misrepresentation in violation of the laws of the State of Missouri.

II. PARTIES¹

6. Hank Young is a Kansas citizen who lives in Fairway, Kansas.

¹ Although Plaintiff uses headings and subheadings through this Complaint for organizational purposes, every paragraph made under one heading or subheading is expressly incorporated by reference into all other headings and subheadings.

7. Defendant Kansas City Chiefs Football Club, Inc. (the “Chiefs” or “Kansas City Chiefs”) is and was at all times relevant herein a Texas Corporation with its principal place of business at One Arrowhead Drive, Kansas City, Missouri 64129.

8. The Chiefs are a professional football team in the Western Division of the American Football Conference (AFC) in the National Football League (NFL). They play their home games in Arrowhead Stadium, located in Jackson County, Missouri.

9. Defendant Populous, Inc. (“Populous”) is and was at all times relevant herein a Missouri Corporation with its principal of business at 300 Wyandotte, Kansas City, MO 64105.

10. Defendant Workshop Design, L.L.C. (“Workshop Design”) is and was at all times relevant herein a Missouri limited liability company with its principal place of business at 1810 Charlotte Street, Kansas City, MO 64108.

11. Defendant Sprint Nextel Corporation (“Sprint”) is and was at all times relevant herein a Kansas corporation with its principal place of business at 6500 Sprint Parkway, Overland Park, KS 66251-6117.

12. Defendant HyVee, Inc. (“Hy-Vee”) is and was at all times relevant herein an Iowa corporation with its principal place of business at 5820 Westown Parkway, West Des Moines, Iowa 50266-8223.

13. Defendant Time Warner, Inc. (“Time Warner”) is and was at all times relevant herein a Delaware corporation with its principal place of business at One Time Warner Center, New York, NY 10019-8016.

III. JURISDICTION AND VENUE

14. This action arises under the copyright laws of the United States, 17 U.S.C. § 101 *et seq.*

15. Jurisdiction over this action is conferred upon this Court by 28 U.S.C. §§ 1331, 1338(a) & 1367.

16. Injunctive relief is authorized by 17 U.S.C. § 502(a).

17. Venue is proper in this Court under 28 U.S.C. §§ 1391 and 1400 because all Defendants either reside in this judicial district and are subject to personal jurisdiction here, or a substantial part of the events giving rise to these claims occurred in this district.

IV. FACTUAL ALLEGATIONS

A. Relationship Between Hank Young and the Kansas City Chiefs.

18. Mr. Young is a freelance commercial artist with over forty years of experience in photography. Mr. Young is self-employed and operates his own studio. He has developed a specialty in sports photography and has been retained by sports franchises, publications, and other sports related organizations to photograph sports figures, games, fans, and other related images. His work is widely respected in the sports community. He is the author of a published book titled Gameface, which is a collection of Mr. Young's photographs of the Kansas City Chiefs.

19. In approximately 1970, Mr. Young began a forty year career photographing the Kansas City Chiefs. Mr. Young was retained by the Kansas City Chiefs Public Relations Department ("Chiefs PR Department") as an independent contractor to take game day photographs. Mr. Young took photographs of game action for the Chiefs PR Department. Mr. Young did not work exclusively for the Chiefs PR Department, however. He also took photographs of the Chiefs for other clients, including the Hunt family, Carl Peterson, NFL

Properties, Newsweek, the Kansas City Star, Nike, Reebok, Southwestern Bell, Sports Illustrated, and United Press International.

20. Over the course of his forty years photographing the Chiefs, Mr. Young has taken and accumulated thousands of Chiefs' and Chiefs related photographs, including game pictures, pictures of players and of staff, fans, and cheerleaders (collectively, "Photographs" or "Mr. Young's Photographs"). Some, but not all, of these Photographs were taken pursuant to an agreement between Mr. Young and the Chiefs PR Department.

21. Mr. Young's agreement with the Chiefs' PR Department was that he would take game action photographs, develop those photographs, and then select and provide them a specified number of photographs after each game. Mr. Young was paid a per-game fee that varied over the course of his freelance relationship. Mr. Young retained the copyright in all of his Photographs and granted the Chiefs PR Department a limited license to use his game action photographs for editorial purposes ("Limited License").

22. Mr. Young created photographs and permitted the Chiefs PR Department to use his game action photographs consistent with the terms of the Limited License. For each of the hundreds of photographs taken by Mr. Young, including those relevant to this Complaint, Mr. Young utilized his own equipment. Mr. Young made all creative decisions relating to his artwork. He selected the manner in which to take the photographs; the type of camera, film, and lens used; the positioning of the camera; the angle of the photograph; and the timing of the picture. Mr. Young decided what images to capture, including who or what to include in the photograph and the process used to develop the film.

23. At no time was Mr. Young an employee of the Kansas City Chiefs. Co-extensive with his independent contractor relationship with the Chiefs, Mr. Young owned and operated

Young Company. At no time did Mr. Young or Young Company ever sign a work for hire agreement with the Chiefs. The photography services provided by Mr. Young, individually or through Young Company, were provided as an independent contractor.

24. For nearly forty years, the Chiefs PR Department used Mr. Young's game action Photographs consistent with the terms of the Limited License. Pursuant to the Limited License, the Chiefs' Public Relations Department did not have permission to allow other departments of the Chiefs' organization to use Mr. Young's Photographs. Indeed, during that period, when the Chiefs' wanted to use a Photograph for purposes not permitted by the Limited License, the Chiefs paid Mr. Young an additional licensing fee. By way of example, but not limitation, when the Chiefs wanted to use a Photograph on banners or posters at Arrowhead Stadium, the Chiefs paid Mr. Young for that additional use. By way of another example, when the Chiefs wanted to decorate a suite in Arrowhead Stadium with one of Mr. Young's Photographs, they paid Mr. Young an additional licensing fee to use the Photograph in Arrowhead Stadium.

25. Mr. Young also took many non-game action Photographs that were not subject to any use by the Chiefs Public Relations Department nor covered by the Limited License. For instance, Mr. Young took photographs of Chiefs' fans, players, cheerleaders, staff and facilities. He also photographed non-Chiefs related events at Arrowhead stadium.

26. On occasion, the Chiefs would want to use a Photograph in a manner that was outside the scope of the Limited License or use a non-game action Photograph. In those instances, commonly, the Chiefs would ask Mr. Young to provide particular Photographs or provide other criteria for Mr. Young to use in search of specific Photographs. Mr. Young would then search his extensive archive for Photographs consistent with the Chiefs' request. He would then provide a copy of one or more Photograph(s) to the Chiefs for consideration. In many

instances, the Chiefs did not inform Mr. Young how they intended to use the Photograph(s) until later. Once Mr. Young was informed of the type of use, Mr. Young and the Chiefs would negotiate a license fee based on the type of use, which included, but was not limited to, the size of the audience, the size of the photograph, and the duration of the use. When the Chiefs wanted to use one of Mr. Young's Photographs in connection with a sponsorship or other revenue generating function, they typically paid a higher license fee. Alternatively, in other instances, the Chiefs would inform Mr. Young of the nature of the use in advance and Mr. Young and the Chiefs would agree on the license fee prior to the use.

27. Separate and apart from the licensing fees charged by Mr. Young, the Chiefs also paid Mr. Young for the time and effort spent searching his archives for and making copies of any Photograph(s) requested by the Chiefs. But even when the Chiefs already possessed a copy of a Photograph that the Chiefs' wanted to use, and did not have to ask Mr. Young to search for any Photographs, Mr. Young would invoice and the Chiefs' would pay for any use outside the scope of the Limited License.

28. History and tradition demonstrates that the Chiefs recognized Mr. Young was the exclusive holder of the copyright in his Photographs, that the Chiefs were required to use his Photographs consistent with the terms of the Limited License, and that the Chiefs were required to pay for additional uses, such as when they used Mr. Young's photographs to decorate Arrowhead Stadium.

B. The "New Arrowhead" Stadium.

29. Arrowhead Stadium originally opened on or about August 12, 1972.

30. Although Arrowhead Stadium is owned by Jackson County, Missouri, it is subleased to the Jackson County Sports Complex Authority, which in turn has granted a sublease to use and manage the stadium to the Kansas City Chiefs.

31. On or about 2006, Jackson County and the Chiefs agreed to renovate Arrowhead Stadium. At a cost of approximately \$375 million, the renovation was completed in 2010.

32. Pursuant to the terms of the Arrowhead Stadium Development Agreement the Chiefs managed and oversaw the planning, design, development, construction, completion and making operational the renovations to Arrowhead Stadium.

33. Defendant Populous provided architectural, interior, and graphic design services in association with renovations made to Arrowhead Stadium.

34. Defendant Workshop Design provided design and graphic design services in association with renovations made to an area of Arrowhead Stadium referred to as the Hall of Honor.

35. A central aesthetic design aspect of the Arrowhead renovation is the extensive use of historical photographs of the Chiefs' and its fans. Such photographs have been incorporated into walkways, entrances and exits, doors, walls, columns, banners, and displays – both printed and electronic. The use of photographs in this manner is extensive and permeates the stadium, lending New Arrowhead its unique and distinctive look and feel. The extent to which historical photographs have been incorporated and designed into New Arrowhead is very probably unprecedented among NFL stadiums.

36. Numerous, and close to, if not, a majority, of the photographs used in the design and construction of New Arrowhead are Mr. Young's Photographs. The Chiefs, Workshop Design and Populous used Mr. Young's Photographs in a manner inconsistent with the terms of the Chiefs PR Department's Limited License. In doing so, the Chiefs, Workshop Design and Populous copied and put on public display Mr. Young's copyrighted Photographs without permission and in violation of his copyright.

C. The Chiefs Obtained Many of Mr. Young's Photographs under False Pretenses.

37. The Chiefs Public Relations Department maintained an archive of copies of some of Mr. Young's game action Photographs, which Mr. Young had previously provided to the PR Department pursuant to the Limited License. Some of the Photographs on display in New Arrowhead appear to have come from the PR Department's archives despite the fact that those Photographs were provided for the exclusive use of the Chiefs' Public Relations Department consistent with the terms of the Limited License.

38. Still more Photographs used in New Arrowhead were obtained from Mr. Young by the Chiefs under false pretenses.

39. Not later than the fall of 2008 and thereafter, Bob Moore, Director of Public Relations for the Chiefs, began asking to see Photographs from Mr. Young's archives in connection with a proposed hall of fame in New Arrowhead. Mr. Moore described the hall of fame to Mr. Young as a separate room that was connected to the stadium, but not part of the concourse itself. Numerous requests to see photos followed from, among others, Jeremy Slaven (the Chiefs' Manager of Marketing and Special Events), Brad Gee (the Chiefs' Public Relations Coordinator), Gary Spani (the Chiefs' Director of Special Events), Ken Blume (the Chiefs' Director of Logistics), Josh Looney (the Chiefs' Public Relations Manager), Scott Dewald (at Populous), Rose Welborn (at Workshop Design), Kelly Seleska (at Workshop Design), and Derek Roberts (at Workshop Design). The Chiefs asked Mr. Young to respond directly to these requests from Workshop Design and Populous.

40. Mr. Young granted access to his archive and searched and provided Photographs for these individuals to review. He was paid for the time spent searching his archive and copying the Photographs. He never granted permission for any specific or general use, copying, or public

display of his Photographs. Mr. Young was led to believe that these Photographs were going to be used in the aforementioned hall of fame in a manner consistent with the Limited License. Mr. Young expected and believed that a license fee would be negotiated and agreed upon before any other type of use was contemplated.

41. Despite its unique and superior knowledge about the renovation, the Chiefs never informed Mr. Young about the true usage or the extent of usage that they had planned for his Photographs in New Arrowhead. Mr. Young had no way of knowing the true usage or extent of usage planned.

42. The Chiefs never told Mr. Young that it was going to use his Photographs as a central design aesthetic of New Arrowhead.

43. The Chiefs never told Mr. Young that his Photographs were going to be used in a commercialized manner, in conjunction with and to solicit highly paid sponsorships, such as Hy-Vee, Time Warner, and Sprint or in connection with concessions and other merchandising.

44. The Chiefs knew, through their history with Mr. Young, that usage of his Photographs in connection with revenue generating activities and paid sponsorships carried additional license fees. Despite this fact, the Chiefs led Mr. Young to believe that his Photographs were intended for a hall of fame, which was a single room of framed photographs in connection with editorial content, and that if they were going to use his Photographs in a different manner, he would be paid a license fee. The Chiefs never informed Mr. Young that the Hall of Honor would be part of a main concourse, would be part of paid sponsorships, or that the Chiefs would receive revenue in conjunction with the Hall of Honor.

45. The Chiefs never told Mr. Young that his Photographs would be used outside of the hall of fame or in connection with paid sponsorships, such as Hy-Vee or Sprint.

46. The Chiefs never told Mr. Young that, in addition to the Photographs it was asking to see from him, the Chiefs were pirating Photographs from the PR archives and appropriating them in the same manner as described above.

47. Despite a forty-year relationship in which the Chiefs paid Mr. Young a license fee for the use of his Photographs outside the terms of the Limited License, the Chiefs never informed Mr. Young that it would not 1) pay him a license fee for using the requested Photographs that he was supplying the Chiefs in 2008-2010 or 2) pay him a license fee for the use of the Photographs they were pirating from the PR archives.

48. Had any one of these facts been disclosed to Mr. Young, he would have immediately stopped providing Photographs to the Chiefs and would have immediately demanded the return of all Photographs unless the Chiefs agreed upon an appropriate licensing fee.

49. Consequently, Mr. Young was induced to continue providing Photographs to the Chiefs based on false statements, false pretenses, deception, omissions, and partial disclosures made by the Chiefs.

D. The Chiefs' Attempt to Coerce Mr. Young Into Giving Up His Rights Before He Learns of its Deception.

50. The extent of the Chiefs' deception became apparent on July 23, 2010 when New Arrowhead was unveiled and Mr. Young learned , for the first time, of the extensive use of his artwork without permission.

51. However, the Chiefs' deception escalated and continued until that date.

52. In the summer of 2010, Rob Alberino, the Chiefs' Vice President of Media and Marketing, demanded that, as a condition of continuing as an independent contractor for the Chiefs PR Department, Mr. Young must assign the copyrights to all his Photographs, from all

sources (both game action and others) to the Chiefs. In essence, the Chiefs wanted to re-write history and change the terms of a forty year relationship between Mr. Young and the Chiefs. Mr. Young was offered no compensation for this unprecedented demand. He was told he had to accept the offer by July 23, 2010. Because the Chiefs had been misleading him, at the time, Mr. Young did not appreciate the significance of the deadline or understand the reasons behind the demand for him to give up the rights to his 40 year body of work. He soon would.

53. On July 23, 2010, the Chiefs unveiled New Arrowhead stadium. Mr. Young attended a media tour of the renovated stadium and learned for the first time the extensive and unlicensed use of his Photographs as a central design aesthetic of New Arrowhead. Mr. Young's Photographs were incorporated into the manufacture of the new stadium, including in a commercialized Hall of Honor that was far from the hall of fame represented to Mr. Young, on entranceways, on spiral ramp walkways, on stadium concourses, on concession areas, and elsewhere.

54. On the same date, Mr. Young learned that his Photographs had been used to sell sponsorships and to enhance the commercial appeal of the stadium to sponsors.

55. After learning about the extensive unlicensed use of his Photographs, Mr. Young rejected the Chiefs' coercive attempt to force him into transferring the copyright to his Photographs.

56. Shortly after he learned that the Chiefs had made his artwork a central design aspect of New Arrowhead, Mr. Young requested a meeting with Mark Donovan, who is currently President of the Kansas City Chiefs. At the meeting, Mr. Donovan refused to even discuss the unauthorized use of Mr. Young's Photographs and told Mr. Young that he could not pursue a request for compensation for the use of his Photographs and continue as a game day

photographer. Consequently, Mr. Young's forty-year relationship with the Kansas City Chiefs came to end.

E. Commercialization of Mr. Young's Photographs to Promote Sponsorships.

57. The Chiefs sold for profit sponsorship rights to areas of the New Arrowhead stadium to Defendants Sprint, Hy-Vee, and Time Warner.

58. The sponsored areas of the New Arrowhead stadium prominently display the name and/or logo of the respective sponsor. The names and/or logos of the respective sponsors are displayed on or in close association with some of Mr. Young's Photographs. Mr. Young never gave his permission to have his Photographs used in connection with any sponsorships or authorized the use of his Photographs to promote the services of the sponsors.

59. Specifically, Sprint sponsored an area of New Arrowhead that includes one of the spiral ramps and an adjacent entrance area which includes Mr. Young's Photographs in conjunction with the Sprint name and logo. Mr. Young's Photographs are being used to advertise or otherwise promote Sprint and its products.

60. Sprint's name and logo is a registered federal trademark and as such Sprint controls the manner and use of that name and logo. Sprint has permitted its logo to be used in conjunction with Mr. Young's Photographs, despite the ability and right to control the use of its logo and name.

61. Sprint also had and retains the right and ability to supervise the selection, reproduction, transformation and public display of the photographs chosen for public display in conjunction with its logo, name and sponsorship at Arrowhead Stadium.

62. Sprint knew or should have known that Mr. Young owned the copyright in his Photographs and had to be paid for the use of his Photographs. On at least one prior occasion,

Sprint paid Mr. Young for permission to use one of his Photographs in connection with a Chiefs' sponsorship.

63. Provided below is an example of one of Mr. Young's Photographs next to a photograph of an area of Arrowhead Stadium sponsored by Sprint:



Offense.2004.11.line
Copyright # VAu 667-242



O-Line
Sprint Gate (Exterior)

Exhibit B5

64. Hy-Vee also sponsored an area of New Arrowhead that includes one of the spiral ramps and an adjacent entrance area that includes Mr. Young's Photographs in conjunction with the Hy-Vee name and logo. Mr. Young's Photographs are being used to advertise or otherwise promote Hy-Vee and its products

65. Hy-Vee's name and logo is a registered federal trademark and as such Hy-Vee controls the manner and use of that name and logo. Hy-Vee has permitted its logo to be used in conjunction with Mr. Young's Photographs, despite the ability and right to control the use of its logo and name.

66. Hy-Vee had and retains the right and ability to supervise the selection, reproduction, transformation and public display of the photographs chosen for public display in conjunction with its logo, name and sponsorship at Arrowhead Stadium.

67. Hy-Vee knew or should have known that Mr. Young owned the copyright in his Photographs and had to be paid for the use of his Photographs. On at least one prior occasion, Hy-Vee paid Mr. Young for permission to use one of his Photographs in connection with a Chiefs' sponsorship.

68. Provided below is an example of one of Mr. Young's Photographs next to a photograph of an area of Arrowhead Stadium sponsored by Hy-Vee:



CHIEFS-group-2008_32
Copyright # VAU 987-474



O-Line
HyVee Entrance

69. Time Warner also sponsored an area of New Arrowhead that includes the Hall of Honor and adjacent sections, which include Mr. Young's Photographs in conjunction with the Time Warner Cable name and logo. Mr. Young's Photographs are being used to advertise or otherwise promote Time Warner and its products.

70. Time Warner's name and logo is a registered federal trademark and as such Time Warner controls the manner and use of that name and logo. Time Warner has permitted its logo to be used in conjunction with Mr. Young's Photographs, despite the ability and right to control the use of its logo and name.

71. Time Warner had and retains the right and ability to supervise the selection, reproduction, transformation and public display of the photographs chosen for public display in conjunction with its logo, name and sponsorship at Arrowhead Stadium.

72. Time Warner knew or should have known that Mr. Young owned the copyright in his Photographs and had to be paid for the use of his Photographs. On at least one prior occasion, Time Warner paid Mr. Young for permission to use one of his Photographs in connection with a Chiefs' sponsorship.

73. Provided below is an example of one of Mr. Young's Photographs next to a photograph of an area of Arrowhead Stadium sponsored by Time Warner:



D2-01
Copyright # VAu 736-653



Special Teams Rush
Time Warner Hall of Honor Concourse

F. Copyrighted Photographs that Mr. Young Knows are Being Infringed.

74. Mr. Young has not granted permission nor been compensated for the extensive reproductions, public display or creation of derivatives works of his Photographs throughout the renovated Arrowhead Stadium.

75. Mr. Young's Photographs constitute original works of authorship that are protected under United States Copyright laws.

76. Mr. Young is the exclusive owner of the copyright in each of the Photographs now and at all times relevant to this Complaint.

77. Mr. Young applied for certificates of registration from the United States Copyright Office in many of his Photographs, including those relevant to the Complaint.

78. Mr. Young received, from the Register of Copyrights, certificates of registration that cover many of his Photographs now being infringed by the Defendants, including the following Registrations: VAu609-590; VAu632-439; VAu636-251; VAu638-208; VAu658-557; VAu667-242; VAu672-514; VAu694-755; VAu736-653; VAu738-012; VAu970-917; VAu987-474; and VAu 1-055-263. Copies of his certificates of registration are attached as Exhibit E.

79. Tables A-D, attached hereto, list the Photographs registered by Mr. Young that Mr. Young knows the Chiefs' are infringing. Mr. Young has not exhaustively inventoried New Arrowhead and this list does not include all of the Photographs that are being infringed. He reserves the right to amend this Complaint to include new photographs, each of which constitutes a separate and distinct act of infringement, once an inventory has occurred.

80. The use of Mr. Young's Photographs in New Arrowhead is well outside the terms of the Limited License between Mr. Young and the Chiefs Public Relations Department.

81. Mr. Young's Photographs are integral to the aesthetic appearance and appeal of the New Arrowhead Stadium and are being used to promote the Kansas City Chiefs football team.

82. Provided below are further examples Mr. Young's Photographs next to a photograph of an area of Arrowhead Stadium in which Plaintiff Young's photograph was used:



D-79g
Copyright # VAu 638-208



Thomas & Group
Concourse 1st Level



Tailgating2-73-pf3
Copyright # V Au 658-557



Tailgating
HyVee Entrance

Exhibit C3



Spani, Gary2-86-nl
Copyright # V Au672-517



Spani
Concession 1st Level

Exhibit A10

COUNT I

Direct Copyright Infringement by the Chiefs, Populous and Workplace Design

83. The Chiefs, Populous, and Workplace Design have directly infringed Mr. Young's copyright in his Photographs, including, but not limited to, the Registered Photographs listed in Tables A-D. Mr. Young's copyrights have been infringed in violation of 17 U.S.C. § 106.

84. The Chiefs, without permission from Mr. Young, have reproduced, created derivative works based upon, and publicly displayed Mr. Young's Photographs in connection with the renovations to New Arrowhead Stadium.

85. Populous, without permission from Mr. Young, reproduced in copies and created derivative works based upon Mr. Young's Registered Photographs in connection with the renovations to New Arrowhead Stadium.

86. Workshop Design, without permission from Mr. Young, reproduced in copies and created derivative works based upon Mr. Young's Registered Photographs in connection with the renovations to New Arrowhead Stadium.

87. The infringement made by the Chiefs, Populous and Workshop Design was willful in nature. They have acted with a total and conscious disregard of Mr. Young's copyrights.

88. The infringement by the Chiefs, Populous and Workshop Design has caused Mr. Young irreparable injury. Unless restrained and enjoined, the Chiefs, Populous and Workshop Design will continue to commit such acts. Mr. Young's remedy at law is not adequate to compensate him for these continuing injuries, entitling Mr. Young to remedies including

injunctive relief as provided by 17 U.S.C. § 502, and an order impounding or destroying any and all infringing materials pursuant to 17 U.S.C. § 503.

COUNT II

Vicarious Liability for Copyright Infringement by All Defendants

89. The Chiefs had and continue to have the option and ability to supervise the reproduction in copies, creation of derivative works based upon and public display of all artwork on display in the renovated stadium. Tables A-D list some, but not all, of Mr. Young's Photographs infringed.

90. The Chiefs had and continue to have a direct financial interest in and received and continues to receive a direct financial benefit from the infringing activities alleged herein, including, but not limited, through the sale of game, event, and tour tickets, sponsorships, concessions and merchandise. The Chiefs are vicariously liable for the infringements alleged herein.

91. It is common among commercial entities that reproduce artwork or photographs, like Populous, to insist upon proof of copyright or permission to copy prior to making reproductions. Populous had the option and ability to supervise the reproduction in copies and creation of derivative works based upon Mr. Young's Photographs in connection with the renovations to New Arrowhead Stadium, including the Photographs listed in Tables A-D of this complaint. Populous was paid for its work in connection with New Arrowhead Stadium and had a direct financial interest in and received a direct financial benefit from the infringing activities alleged herein. Populous is vicariously liable for the infringements alleged herein.

92. It is common among commercial entities that reproduce artwork or photographs, like Workshop Design, to insist upon proof of copyright or permission to copy prior to making

reproductions. Workshop Design had and has the option and ability to supervise the reproduction in copies, creation of derivative works based upon and public display of at least some of Mr. Young's Photographs in connection with the renovations to New Arrowhead Stadium, including the Photographs in Table D attached to this complaint. Workshop Design was paid for its work in connection with New Arrowhead Stadium and had a direct financial interest in and received a direct financial benefit from the infringing activities alleged herein as to the Photographs listed in Table D. Workshop Design is vicariously liable for the infringements as to the Photographs listed in Table D attached to this complaint.

93. Sprint had and continues to have the right and ability to supervise the reproduction in copies, creation of derivative works based upon and public display of artwork used in conjunction with its sponsorship. At least those Photographs listed in Table B were used in connection with the renovations to New Arrowhead Stadium and Sprint's sponsorship. Sprint has and continues to have a direct financial interest in and received and continues to receive a direct financial benefit from the infringing activities alleged herein as to the Photographs in Table B. Sprint is vicariously liable for the infringements as to the Photographs listed in Table B attached to this complaint.

94. Hy-Vee had and continues to have the right and ability to supervise the reproduction in copies, creation of derivative works based upon and public display of artwork used in conjunction with its sponsorship. At least those Photographs listed in Table C were used in connection with the renovations to New Arrowhead Stadium and Hy-Vee's sponsorship. Defendant Hy-Vee has and continues to have a direct financial interest in and received and continues to receive a direct financial benefit from the infringing activities alleged herein as to

the Photographs in Table C. Hy-Vee is vicariously liable for the infringements as to the Photographs listed in Table C to this complaint.

95. Time Warner had and continues to have the option and ability to supervise the reproduction in copies, creation of derivative works based upon and public display of artwork used in conjunction with its sponsorship. At least those Photographs listed in Table D were used in connection with the renovations to New Arrowhead Stadium and Time Warner's sponsorship. Time Warner has and continues to have a direct financial interest in and received and continues to receive a direct financial benefit from the infringing activities alleged herein as to the Photographs listed in Table D. Time Warner is vicariously liable for the infringements as to the Photographs listed in Table D to this complaint.

COUNT III

Fraud / Fraud in the Inducement by the Kansas City Chiefs

96. The Chiefs fraudulently induced Mr. Young into providing Photographs for New Arrowhead and fraudulent obtained Photographs from him.

97. At all times relevant to this Complaint, the Chiefs had superior knowledge to Mr. Young about the incorporation of artwork and photography in the planning, design, and construction of New Arrowhead. Mr. Young did not have access to and could not have learned through ordinary diligence how the Chiefs' intended to use artwork in the renovated stadium.

98. The Chiefs' made misrepresentations, partial disclosures, and other non-disclosures, as described in the preceding paragraphs, that they knew to be false and/or had a duty to disclose and that they intended Mr. Young to rely upon in order to induce him into providing Photographs. Paragraphs 29-49 contain a non-exhaustive list of such misrepresentations, omissions and partial disclosures.

99. Prior to unveiling the stadium, the Chiefs attempted to coerce a transfer of copyright from Mr. Young by declining to permit him to continue as a freelance photographer until he made such a transfer.

100. The representations, omissions and partial disclosures made by the Chiefs, were material, as Mr. Young would not have continued providing Photographs but for the misrepresentations and/or failures to disclose.

101. As a direct result of the fraud Mr. Young was damaged.

COUNT IV

Negligent Misrepresentations by the Chiefs

102. The misrepresentations, omissions and partial disclosures described above were negligent as the Chiefs failed to exercise ordinary care in making the representations, omissions and partial disclosures that induced Mr. Young to continue providing Photographs.

103. As a direct result of the Chiefs' negligent misrepresentations Mr. Young was damaged.

COUNT V

Breach of Contract by the Kansas City Chiefs

104. The Chiefs have breached their contract with Mr. Young by engaging in the extensive and egregious acts described in this Complaint, including, but not limited to, by using Mr. Young's Photographs in a manner that violates the terms of the Limited License.

105. Mr. Young has been directly and proximately injured as a result of that breach.

PRAYER FOR RELIEF

WHEREFORE, Mr. Young requests judgment in his favor and against Defendants as follows:

a. That Defendants, their officers, directors, agents, employees and those in active concert or participation with them, be enjoined from reproducing, distributing, displaying in public or preparing derivative works based on any of Mr. Young's Photographs pursuant to 17 U.S.C. § 502;

b. That Defendants, their officers, directors, agents, employees and those in active concert or participation with them, remove and destroy any and all materials infringing on Mr. Young's Photographs pursuant to 17 U.S.C. § 503.

c. That Defendants, their officers, directors, agents, employees and those in active concert or participation with them, be enjoined from possessing, advertising, receiving, shipping, delivering, distributing, holding for sale, returning, offering to sell or otherwise disposing of in any manner any and all materials infringing on Mr. Young's Photographs pursuant to 17 U.S.C. § 503;

d. That Defendants jointly and severally be ordered to pay the actual damages suffered by Plaintiff Young and any additional profits of Defendants as a result of Defendants' infringement of Mr. Young's Photographs pursuant to 17 U.S.C. §§ 504(a) and (b);

e. That Defendants jointly and severally be ordered to pay statutory damages of \$150,000 per copyrighted work infringed pursuant to 17 U.S.C. § 504(c);

f. That Defendants jointly and severally be ordered to pay all attorneys' fees and costs pursuant to 17 U.S.C. § 505;

g. That Defendants jointly and severally be ordered to pay any pre- and post-judgment interest;

h. That the Chiefs be ordered to pay all damages for breach of contract;

i. That the Chiefs be ordered to pay all damages for their fraudulent and negligent conduct, including, but not limited to punitive damages; and

j. For such other and further relief as the Court may deem just in law and proper.

V. DESIGNATION OF PLACE OF TRIAL.

Mr. Young designates Kansas City, Missouri as the place of trial for this matter.

VI. REQUEST FOR JURY TRIAL.

Mr. Young requests trial by jury.

Dated: April 4, 2011

Respectfully submitted,

s/ Patrick J. Stueve

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**ATTORNEYS FOR PLAINTIFF
HANK YOUNG**

TABLES

Non-Exhaustive List of Mr. Young's Photographs Being Infringed

Table A – Photographs on Display in New Arrowhead

Exhibit No.	Title of Work Infringed	Registration Number of Infringed Work	Date of Registration	Location of Infringement
A1	CHIEFS-fans-2008_15	VAu987-474	03/18/2009	Visitor Center
A2	Wolf91006190	VAu738-012	02/23/2007	Visitor Center
A3	cheer102206_78113	VAu738-012	02/23/2007	Visitor Center
A4	FLAGS-PACKERS-11-4-07_26	VAu970-917	03/20/2008	Visitor Center
A5	Warpaint-12_13_09	VAu1-055-263	02/19/2010	Visitor Center
A6	D-79g	VAu638-208	04/23/2004	Concourse 1st Level
A7	O1-92-W	VAu636-251	08/05/2004	Concourse
A8	Thomas,Derrick2-safety-98-pf6	VAu658-557	02/04/2005	Hall of Fame Suite Door
A9	Sta2-97-W	VAu636-251	08/05/2004	Club Level
A10	Spani,Gary2-86-nl	VAu672-514	05/06/2005	Concession 1st Level
A11	Fly.2004.2	VAu667-242	04/29/2005	Visitor Center
A12	cheer102206_78113	VAu738-012	02/23/2007	Spiral
A13	Warpaint-A-88	VAu632-439	06/25/2004	Spiral
A14	Wolf-pa-00	VAu736-653	10/23/2006	Spiral

Table B – Photographs on Display in Areas Sponsored by Sprint

Exhibit No.	Title of Work Infringed	Registration Number of Infringed Work	Date of Registration	Location of Infringement
B1	crowd-1	VAu609-590	01/13/2004	Sprint Gate Spiral
B2	Fan2-9-05	VAu694-755	02/15/2006	Sprint Gate Spiral
B3	fans.2004.16	VAu667-242	04/29/2005	Sprint Gate Spiral
B4	Fans-02	VAu636-251	08/05/2004	Sprint Gate Spiral
B5	Offense.2004.11.line	VAu667-242	04/29/2005	Sprint Gate Exterior

Table C – Photographs on Display in Areas Sponsored by Hy-Vee

Exhibit No.	Title of Work Infringed	Registration Number of Infringed Work	Date of Registration	Location of Infringement
C1	Fan-arrow-95-W	VAu636-251	08/05/2004	Hy-Vee Spiral
C2	CHIEFS-group-2008_32	VAu987-474	03/18/2009	Hy-Vee Entrance
C3	Tailgating2-73-pf3	VAu658-557	02/04/2005	Hy-Vee Entrance
C4	Fans6-02	VAu736-653	10/23/2006	Hy-Vee Spiral
C5	Fan-arrow-95-W	VAu636-251	08/05/2004	Hy-Vee Gate Spirals
C6	Fan-arrow-95-W	VAu636-251	08/05/2004	Hy-Vee Spiral

Table D – Photographs on Display in Areas Sponsored by Time Warner

Exhibit No.	Title of Work Infringed	Registration Number of Infringed Work	Date of Registration	Location of Infringement
D1	Montana5-g93	VAu638-208	08/05/2004	Time Warner Hall Concourse
D2	D-Schot-group-91-pf5	VAu658-557	02/04/2005	Time Warner Hall Concourse
D3	Cherry,Deron-80-nflp2	VAu672-514	05/06/2005	Time Warner Hall Concourse
D4	Delaney8-81g	VAu638-208	04/23/2004	Time Warner Hall Concourse
D5	D2-01	VAu736-653	10/23/2006	Time Warner Hall Concourse