

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
JULIE SNYDER and KAREN GOULD,

Civil Action No.: 11-CV-3593 (WHP)

Plaintiffs,

-against-

**VERIFIED ANSWER TO
PLAINTIFF'S FIRST
AMENDED COMPLAINT**

FANTASY INTERACTIVE, INC.; DAVID MARTIN;
CAMILLA MARTIN; and BEN KNIGHT,

Defendants.

-----X

The defendants, FANTASY INTERACTIVE, INC., DAVID MARTIN, CAMILLA MARTIN, and BEN KNIGHT (collectively, "defendants"), by their attorneys, DROUIN LAW OFFICES, in answer to plaintiffs' first amended complaint, respectfully allege upon information and belief as follows:

1. Deny each and every allegation contained in the paragraph thereof numbered 1, except admit that the Court issued an order on February 9, 2012.
2. Deny each and every allegation contained in the paragraph thereof numbered 2.
3. Deny each and every allegation contained in the paragraph thereof numbered 3.
4. Deny each and every allegation contained in the paragraph thereof numbered 4.
5. Deny that they have the knowledge or information sufficient to form a belief as to any of the allegations contained in the paragraph thereof numbered 5.
6. Deny that they have the knowledge or information sufficient to form a belief as to any of the allegations contained in the paragraph thereof numbered 6.
7. Admit.
8. Deny each and every allegation contained in the paragraph thereof numbered 8.

9. Deny each and every allegation contained in the paragraph thereof numbered 9 except admit that defendant David H. Martin is the Chief Executive Officer of Fantasy Interactive, Inc.

10. Deny each and every allegation contained in the paragraph thereof numbered 10 except admit that defendant Camilla Martin is the Chief Operating Officer of Fantasy Interactive, Inc.

11. Deny each and every allegation contained in the paragraph thereof numbered 10 except admit that defendant Ben Knight is employed by Fantasy Interactive, Inc.

12. Deny each and every allegation contained in the paragraph thereof numbered 12 except admit that Fantasy Interactive, Inc. maintains an office within New York City.

13. Deny each and every allegation contained in the paragraph thereof numbered 13 except admit that plaintiff Julie Snyder worked in Fantasy Interactive, Inc.'s New York office at all relevant times.

14. Deny each and every allegation contained in the paragraph thereof numbered 14 except admit that plaintiff Karen Gould used a computer provided to her by Fantasy Interactive, Inc.

15. Deny each and every allegation contained in the paragraph thereof numbered 15 except admit a contract leaving all questions of interpretation thereof and ultimate questions of law and fact to the trial of this action.

16. Deny each and every allegation contained in the paragraph thereof numbered 16 except admit a contract leaving all questions of interpretation thereof and ultimate questions of law and fact to the trial of this action.

17. Deny each and every allegation contained in the paragraph thereof numbered 17.

18. Deny that they have the knowledge or information sufficient to form a belief as to any of the allegations contained in the paragraph thereof numbered 18.

19. Deny that they have the knowledge or information sufficient to form a belief as to any of the allegations contained in the paragraph thereof numbered 19.

20. Deny that they have the knowledge or information sufficient to form a belief as to any of the allegations contained in the paragraph thereof numbered 20.

21. Deny that they have the knowledge or information sufficient to form a belief as to any of the allegations contained in the paragraph thereof numbered 21.

22. Deny that they have the knowledge or information sufficient to form a belief as to any of the allegations contained in the paragraph thereof numbered 22.

23. Deny that they have the knowledge or information sufficient to form a belief as to any of the allegations contained in the paragraph thereof numbered 23.

24. Deny that they have the knowledge or information sufficient to form a belief as to any of the allegations contained in the paragraph thereof numbered 24.

25. Deny that they have the knowledge or information sufficient to form a belief as to any of the allegations contained in the paragraph thereof numbered 25.

26. Deny each and every allegation contained in the paragraph thereof numbered 26.

27. Deny each and every allegation contained in the paragraph thereof numbered 27.

28. Deny each and every allegation contained in the paragraph thereof numbered 28.

29. Deny each and every allegation contained in the paragraph thereof numbered 29, except admit that David Martin and Camilla Martin attended a meeting in the conference room with plaintiff Snyder.

30. Deny each and every allegation contained in the paragraph thereof numbered 30.

31. Deny each and every allegation contained in the paragraph thereof numbered 31.
32. Deny each and every allegation contained in the paragraph thereof numbered 32.
33. Deny each and every allegation contained in the paragraph thereof numbered 33.
34. Deny each and every allegation contained in the paragraph thereof numbered 34.
35. Deny each and every allegation contained in the paragraph thereof numbered 35.
36. Deny each and every allegation contained in the paragraph thereof numbered 36.
37. Deny each and every allegation contained in the paragraph thereof numbered 37.
38. Deny each and every allegation contained in the paragraph thereof numbered 38.
39. Deny each and every allegation contained in the paragraphs thereof numbered 39 through 65.

40. State that the paragraph thereof numbered 66 does not contain any allegations, and therefore does not require a denial or admission.

IN RESPONSE TO PLAINTIFFS' PRAYER FOR RELIEF

41. Deny the entirety of paragraphs (a) through (l) of plaintiffs' prayer for relief, including subsections thereof.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

42. This Court lacks subject-matter jurisdiction over this matter due to lack of diversity of citizenship, and lacks subject-matter jurisdiction over the third, fourth, fifth and sixth claims due to the lack of a Federal question.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

43. This Court lacks personal jurisdiction over the defendants due to the fact that one or more of the defendants have not been served with the Plaintiffs' First Amended Complaint and/or because plaintiffs provided insufficient service of process.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

44. Plaintiffs' claims are barred by the doctrine(s) of waiver, estoppel, laches, and/or *in pari delicto* (unclean hands).

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

45. Plaintiffs had no reasonable expectation of privacy regarding communications stored on the computers at issue, which were owned by Fantasy Interactive, Inc.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

46. Plaintiffs Karen Gould and/or Julie Snyder are in breach of their respective Employment Agreement(s) and/or Human Resources Manual(s) and/or any other agreement between the plaintiff(s) and defendant(s), precluding this action.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

47. Plaintiffs violated Fantasy Interactive, Inc.'s Company Policies, precluding this action.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

48. Defendant(s) had authority to rightfully access the computers at issue, which were owned by Fantasy Interactive, Inc., as well as the data and communication contained thereon.

AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE

49. Plaintiffs were aware of defendant(s) computer use and monitoring policies, including but not limited to the fact that defendant(s) had a right of access to the computers at issue and the data and communication contained thereon.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

50. While the defendants deny that any access of the computers at issue was prohibited or unauthorized, in the unlikely event that this Court finds that the defendants' access of the

computers at issue was prohibited or unauthorized, defendants had no knowledge of same prior to the time of the complained occurrence.

AS AND FOR A TENTH AFFIRMATIVE DEFENSE

51. Plaintiff Karen Gould voluntarily resigned from Fantasy Interactive, Inc.

AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE

52. Defendants did not breach or violate any legal duty owed to plaintiffs.

AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE

53. Plaintiff Karen Gould's overtime claims are barred by her Employment Agreement, which states, *inter alia*, that all overtime must be requested and approved in advance.

AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE

54. The complaint fails to state a claim upon which relief can be granted.

AS AND FOR A FOURTEENTH AFFIRMATIVE DEFENSE

55. Each cause of action fails to state a claim upon which relief can be granted.

AS AND FOR A FIFTEENTH AFFIRMATIVE DEFENSE

56. Defendants have defenses founded upon documentary evidence.

AS AND FOR A SIXTEENTH AFFIRMATIVE DEFENSE

57. Plaintiffs are guilty of culpable conduct, including negligence, which said conduct bars plaintiffs' right of recovery or diminishes plaintiffs' right of recovery in the proportion to which this said culpable conduct or negligence attributable to each plaintiff bears to the culpable conduct or negligence which caused the damages, if any.

AS AND FOR A SEVENTEENTH AFFIRMATIVE DEFENSE

58. Plaintiffs failed to mitigate, obviate, diminish or otherwise act to lessen or reduce the injuries and damages as alleged in the amended complaint.

AS AND FOR A N EIGHTEENTH AFFIRMATIVE DEFENSE

59. If the plaintiffs herein have received remuneration and/or compensation for some or all of their claimed economic loss(es), or will with reasonable certainty receive remuneration and/or compensation for said loss(es) in the future, defendants are entitled to have plaintiffs' award, if any, reduced by the amount of said remuneration and/or compensation. Such collateral sources include, but are not limited to unemployment insurance, Workers Compensation, social security and/or any other benefit programs.

AS AND FOR A NINETEENTH AFFIRMATIVE DEFENSE

60. Any damages sustained by plaintiffs as alleged in the complaint were the result of actions by the plaintiffs.

AS AND FOR A TWENTIETH AFFIRMATIVE DEFENSE

61. Defendant neither committed nor failed to commit any act which damaged either plaintiffs.

AS AND FOR A TWENTY-FIRST AFFIRMATIVE DEFENSE

62. Plaintiffs' claims sounding in negligence are barred, as the subject matter contained therein is covered by a contract, and thus only recoverable under contract law.

AS AND FOR A TWENTY-SECOND AFFIRMATIVE DEFENSE

63. Plaintiffs' claims sounding in negligence are barred, as plaintiffs' alleged losses are purely economic and not recoverable under any tort theory.

AS AND FOR A TWENTY-THIRD AFFIRMATIVE DEFENSE

64. Plaintiff(s), plaintiffs' representatives or other unknown third party(ies) lost, discarded or destroyed evidence that was otherwise subject to discovery in this lawsuit and

which would be necessary and admissible in evidence at trial, thereby depriving this court and the defendants of such evidence and therefore plaintiffs' claims should be barred.

AS AND FOR A TWENTY-FOURTH AFFIRMATIVE DEFENSE

65. That defendants deny any and all allegations of plaintiffs' first amended complaint not specifically admitted herein.

AS AND FOR A TWENTY-FIFTH AFFIRMATIVE DEFENSE

66. That defendants reserve the right to amend this verified answer to assert additional affirmative defenses upon ascertaining more definite facts during and upon completion of discovery and investigation.

**AS AND FOR A FIRST COUNTER-CLAIM
AGAINST ALL PLAINTIFFS**

67. That plaintiff Julie Snyder was provided with a copy of Fantasy Interactive's Human Resources Manual during her employment.

68. That plaintiff Julie Snyder was aware of the policies contained within Fantasy Interactive's Human Resources Manual.

69. That plaintiff Karen Gould was provided with a copy of Fantasy Interactive's Human Resources Manual during her employment.

70. That plaintiff Julie Snyder was aware of the policies contained within Fantasy Interactive's Human Resources Manual.

71. That Fantasy Interactive's Human Resources Manual states in relevant part:

“Use of Communication Systems - It is the policy of Fi to provide or contract for the communications services and equipment necessary to promote the efficient conduct of its business. All communications services and equipment are the sole property of Fi and are to be used for business purposes only. Accordingly, Fi may access or monitor employee communications and files as it deems appropriate. Improper use of Fi

communications services and equipment will result in discipline, up to and including termination.” (p. 20.)

“**Instant Messenger** - Fi uses MSN as the instant messenger of choice for both internal and external communications. Depending on the client’s choice, we may use SKYPE or AIM. You should not keep private contacts in your contact list and you should refrain from using this service to converse with friends and family during work hours.” (p. 10.)

“**Personal Computers** - Personal computers are not allowed at work.” (p. 10.)

“**Employee Conduct** -The following employee behaviors are strictly prohibited and will not be tolerated by Fi. The list includes, but is not limited to:

- Misuse of Fi systems, programs and technology including e-mail, internet or other electronic systems including violation of Information Security policies;
- Using the company’s systems and processes to conduct business transactions that would be ethically questionable;
- Any other type of misconduct which would conflict this policy regardless of any explicit mention hereto.” (p. 21-22.)

72. That the computer at issue used by Julie Snyder was on the premises of Fantasy Interactive and owned by Fantasy Interactive, Inc. at all relevant times.

73. That the computer at issue used by Karen Gould was owned by Fantasy Interactive, Inc. at all relevant times.

74. That Fantasy Interactive, Inc. is permitted to access its own computers.

75. That the plaintiffs permitted Fantasy Interactive, Inc. to “access or monitor employee communications and files as it deems appropriate” pursuant to its Human Resources Manual.

76. That both plaintiffs maintained SKYPE accounts for the purposes of conducting business on behalf of Fantasy Interactive, Inc.

77. That plaintiffs’ SKYPE messages were maintained in a saved transcript file of messages stored on the work computers of the plaintiffs, which are the lawful property of Fantasy Interactive, Inc.

78. That none of the defendants ever “hacked” into either of the plaintiffs’ SKYPE accounts.

79. That Fantasy Interactive, Inc. solely remotely accessed Karen Gould’s work computer, which was owned by Fantasy Interactive, Inc. to clear data and software belonging to Fantasy Interactive, Inc. on or about November 18, 2010, contemporaneously with Karen Gould’s resignation from Fantasy Interactive.

80. That such access was entirely proper and lawful, as the computer belonged to Fantasy Interactive, and Karen Gould allowed remote access to her work computer according to Fantasy Interactive’s Human Resources Manual.

81. That plaintiffs Julie Snyder and Karen Gould alleged in their complaint and first amended complaint that “Defendants intentionally and unlawfully accessed Plaintiffs’ personal Skype accounts and read Plaintiffs’ personal instant message conversations...”

82. That such allegation by plaintiffs Julie Snyder and/or Karen Gould is false.

83. That plaintiffs Julie Snyder and Karen Gould allege in their first amended complaint that “David Martin informed the entire Fantasy Interactive office that Snyder and Gould had been fired because he had read their Skype instant message conversations and he did not like what he read.”

84. That such allegation by plaintiffs Julie Snyder and/or Karen Gould is false.

85. That plaintiffs Julie Snyder and Karen Gould allege in their first amended complaint that “Knight informed several Fantasy Interactive office that he had hacked into Snyder’s personal their Skype account at the direction of David Martin and Camilla Martin.”

86. That such allegation by plaintiffs Julie Snyder and/or Karen Gould is false.

87. That plaintiffs Julie Snyder and Karen Gould made other allegations in their first amended complaint that were false.

88. That plaintiffs Julie Snyder and Karen Gould had knowledge that the quoted allegations in their first amended complaint were false.

89. That plaintiffs Julie Snyder and Karen Gould knowingly made false allegations in their first amended complaint.

90. That the first amended complaint is a published, public document.

91. That the statements made by plaintiffs Julie Snyder and Karen Gould in their first amended complaint were about the defendant(s).

92. That plaintiffs Julie Snyder and Karen Gould knowingly made allegations in their first amended complaint that are false and defamatory.

93. That plaintiffs Julie Snyder and Karen Gould knowingly, negligently, willfully, and/or recklessly made false and defamatory statements about the defendants.

94. That the false and defamatory statements injured the reputation of the defendants and harmed them in their business.

95. That the false and defamatory statements made by plaintiffs Julie Snyder and Karen Gould injured the reputation of the defendants and harmed them in their business.

96. That as a result of the false and defamatory statements made by plaintiffs, defendants have been damaged by exposure to hatred, ridicule or contempt, lowering in the esteem of their peers, and injury to their reputation.

97. That as a result of the false and defamatory statements made by plaintiffs, defendants have been damaged financially by injury to their business.

AS AND FOR A SECOND COUNTER-CLAIM
AGAINST ALL PLAINTIFFS

98. That plaintiff Julie Snyder was hired by Fantasy Interactive on June 22, 2009 as a Junior Administrative Assistant.

99. That plaintiff Julie Snyder entered into an Employment Agreement on or about June 22, 2009 with Fantasy Interactive, Inc.

100. That plaintiff Karen Gould was hired by Fantasy Interactive on August 11, 2008 as a Producer.

101. That plaintiff Karen Gould was promoted by Fantasy Interactive to a Senior Producer and entered into an Employment Agreement on or about October 19, 2010 with Fantasy Interactive, Inc.

102. That the Employment Agreements state at Section 5.2 “The Employee agrees to follow all from time to time existing Company policies. The policies include, by example but without limitation, IT security protocols, email usage, drug tests, time reporting, work hours, and office etiquette.”

103. That plaintiffs Snyder and Gould were each provided with a copy of Fantasy Interactive’s Human Resources Manual at or around their time of hiring.

104. That both plaintiffs are in breach of their respective employment agreements and/or their Human Resources Manual by improperly using Fantasy Interactive’s communications services and equipment.

105. That both plaintiffs are in breach of their respective employment agreements and/or their Human Resources Manual by misusing corporate property, misusing Fantasy Interactive’s resources to converse with friends and family during work hours, and for improperly performing their jobs by utilizing their working hours to perform inappropriate tasks.

106. That both plaintiffs are in breach of their respective employment agreements and/or their Human Resources Manual by impairing their employees' productivity and ultimately causing damage to defendants' business.

107. That as a result of the breach of contract by plaintiffs, defendants have been damaged financially by injury to their business.

AS AND FOR A THIRD COUNTER-CLAIM
AGAINST ALL PLAINTIFFS

108. That plaintiff Karen Gould's Employment Agreement states at Section 2.2: "If either party decides to terminate this agreement, a two (2) weeks written notice is required."

109. That plaintiff Karen Gould entered into an Employee Laptop Agreement on or about October 12, 2010.

110. That plaintiff Karen Gould's Employee Laptop Agreement stated: "I, Karen Gould, hereby acknowledges that Fi is providing her with an Apple 13 inch MacBook Pro to be used while working as a Non-Exempt Employee remotely. If for any reason her employment status at Fi is ended, she will return this computer or pay for it in full prior to her last day."

111. That plaintiff Karen Gould's Employee Laptop Agreement further stated: "If the terms of this agreement are not met th[e]n Karen Gould authorizes Fantasy Interactive to deduct the cost (\$1497.00) from her final paycheck."

112. That plaintiff Karen Gould resigned from Fantasy Interactive in writing via email on or about November 18, 2010.

113. That plaintiff Karen Gould failed to provide two weeks notice of her resignation to Fantasy Interactive, Inc.

114. That plaintiff Karen Gould failed to return the computer or pay for it in full prior to her last day.

115. That plaintiff Karen Gould is in breach of the Employee Laptop Agreement by failing to return the computer or pay for it in full prior to her last day.

116. That plaintiff Karen Gould is in breach of her employment agreement by failing to provide two weeks notice of her resignation.

117. That as a result of the breach of contract by plaintiff Karen Gould, defendants have been damaged by \$1497.00 for the cost of the unreturned Apple 13 inch MacBook Pro.

118. That as a result of the breach of contract by plaintiff Karen Gould by her failure to provide two weeks notice of her resignation, defendants have been damaged financially by injury to their business.

WHEREFORE, the defendants, FANTASY INTERACTIVE, INC., DAVID MARTIN, CAMILLA MARTIN, and BEN KNIGHT, respectfully request that this Court enter a judgment dismissing the plaintiff's first amended complaint and action herein, together with the costs, expenses and disbursements of this action.

WHEREFORE, the defendants, FANTASY INTERACTIVE, INC., DAVID MARTIN, CAMILLA MARTIN, and BEN KNIGHT, respectfully request that this Court enter a judgment declaring that the plaintiffs breached their contracts with defendant(s) and defamed the defendant(s).

WHEREFORE, the defendants, FANTASY INTERACTIVE, INC., DAVID MARTIN, CAMILLA MARTIN, and BEN KNIGHT, respectfully request that this Court enter a judgment awarding actual, statutory and punitive damages for the plaintiffs' breach of contract and defamation of the defendants, as well as reasonable attorneys' fees and costs, and directing plaintiffs to pay same.

Dated: New York, New York
March 21, 2012

Yours, etc.,

DROUIN LAW OFFICES

By: 
AIMÉE A. DROUIN (4337)

Attorneys for Defendants
FANTASY INTERACTIVE, INC.,
DAVID MARTIN, CAMILLA MARTIN,
and BEN KNIGHT.
375 South End Avenue, Floor 20, Suite C
New York, New York 10280
(212) 729-0755

TO: Joshua S.C. Parkhurst, Esq.
CARY KANE, LLP
Attorneys for Plaintiffs
1350 Broadway, Suite 1400
New York, New York 10018

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
JULIE SNYDER and KAREN GOULD,

Civil Action No.: 11-CV-3593 (WHP)

Plaintiffs,

VERIFICATION

-against-

FANTASY INTERACTIVE, INC.; DAVID MARTIN;
CAMILLA MARTIN; and BEN KNIGHT,


Defendants.
-----X

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

DAVID H. MARTIN, being duly sworn deposes and states as follows:

I am employed by Fantasy Interactive, Inc. as Chief Executive Officer. I have read the foregoing ANSWER TO PLAINTIFF'S FIRST AMENDED COMPLAINT and know the contents thereof; it is true to my knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters, I believe them to be true.

Dated: New York, New York
March 21, 2012


AIMÉE A. DROUIN
P.O.A. DAVID H. MARTIN

**POWER OF ATTORNEY
NEW YORK STATUTORY SHORT FORM**

(a) CAUTION TO THE PRINCIPAL: Your Power of Attorney is an important document. As the “principal,” you give the person whom you choose (your “agent”) authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. “Important Information for the Agent” at the end of this document describes your agent’s responsibilities.

Your agent can act on your behalf only after signing the Power of Attorney before a notary public.

You can request information from your agent at any time. If you are revoking a prior Power of Attorney, you should provide written notice of the revocation to your prior agent(s) and to any third parties who may have acted upon it, including the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly.

Your agent cannot make health care decisions for you. You may execute a “Health Care Proxy” to do this.

The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, www.senate.state.ny.us or www.assembly.state.ny.us.

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

(b) DESIGNATION OF AGENT(S):

I, David H. Martin
(name of principal)

22 River Terrace, PH D, New York, NY 10282
(address of principal)

hereby appoint:

Aimee A. Drouin, Esq.
(name of agent)

375 South End Ave., #20C, New York, NY 10280
(address of agent)

as my agent.

You may provide for specific succession rules in this section. Insert specific succession provisions here:

(d) This POWER OF ATTORNEY shall not be affected by my subsequent incapacity unless I have stated otherwise below, under “Modifications”.

(e) This POWER OF ATTORNEY DOES NOT REVOKE any Powers of Attorney previously executed by me unless I have stated otherwise below, under "Modifications".

If you do NOT intend to revoke your prior Powers of Attorney, and if you have granted the same authority in this Power of Attorney as you granted to another agent in a prior Power of Attorney, each agent can act separately unless you indicate under "Modifications" that the agents with the same authority are to act together.

(f) GRANT OF AUTHORITY:

To grant your agent some or all of the authority below, either

- (1) Initial the bracket at each authority you grant, or
- (2) Write or type the letters for each authority you grant on the blank line at (P), and initial the bracket at (P). If you initial (P), you do not need to initial the other lines.

I grant authority to my agent(s) with respect to the following subjects as defined in sections 5-1502A through 5-1502N of the New York General Obligations Law:

- (A) real estate transactions;
- (B) chattel and goods transactions;
- (C) bond, share, and commodity transactions;
- (D) banking transactions;
- (E) business operating transactions;
- (F) insurance transactions;
- (G) estate transactions;
- (H) claims and litigation;
- (I) personal and family maintenance: If you grant your agent this authority, it will allow the agent to make gifts that you customarily have made to individuals, including the agent, and charitable organizations. The total amount of all such gifts in any one calendar year cannot exceed five hundred dollars;
- (J) benefits from governmental programs or civil or military service;
- (K) health care billing and payment matters; records, reports, and statements;
- (L) retirement benefit transactions;
- (M) tax matters;
- (N) all other matters;
- (O) full and unqualified authority to my agent(s) to delegate any or all of the foregoing powers to any person or persons whom my agent(s) select;
- (P) EACH of the matters identified by the following letters: (A), (B), (C), (D), (E), (F), (H), (M).

You need not initial the other lines if you initial line (P).

(g) MODIFICATIONS: (OPTIONAL)

In this section, you may make additional provisions, including language to limit or supplement authority granted to your agent. However, you cannot use this Modifications section to grant your agent

authority to make gifts or changes to interests in your property. If you wish to grant your agent such authority, you MUST complete the Statutory Gifts Rider.

(h) CERTAIN GIFT TRANSACTIONS: STATUTORY GIFTS RIDER (OPTIONAL)

In order to authorize your agent to make gifts in excess of an annual total of \$500 for all gifts described in (I) of the grant of authority section of this document (under personal and family maintenance), you must initial the statement below and execute a Statutory Gifts Rider at the same time as this instrument. Initialing the statement below by itself does not authorize your agent to make gifts. The preparation of the Statutory Gifts Rider should be supervised by a lawyer.

(SGR) I grant my agent authority to make gifts in accordance with the terms and conditions of the Statutory Gifts Rider that supplements this Statutory Power of Attorney.

(i) DESIGNATION OF MONITOR(S): (OPTIONAL)

If you wish to appoint monitor(s), initial and fill in the section below:

I wish to designate _____, whose address(es) is (are) _____, as monitor(s). Upon the request of the monitor(s), my agent(s) must provide the monitor(s) with a copy of the power of attorney and a record of all transactions done or made on my behalf. Third parties holding records of such transactions shall provide the records to the monitor(s) upon request.

(j) COMPENSATION OF AGENT(S): (OPTIONAL)

Your agent is entitled to be reimbursed from your assets for reasonable expenses incurred on your behalf. If you ALSO wish your agent(s) to be compensated from your assets for services rendered on your behalf, initial the statement below. If you wish to define "reasonable compensation", you may do so above, under "Modifications".

My agent(s) shall be entitled to reasonable compensation for services rendered.

(k) ACCEPTANCE BY THIRD PARTIES:

I agree to indemnify the third party for any claims that may arise against the third party because of reliance on this Power of Attorney. I understand that any termination of this Power of Attorney, whether the result of my revocation of the Power of Attorney or otherwise, is not effective as to a third party until the third party has actual notice or knowledge of the termination.

(l) TERMINATION:

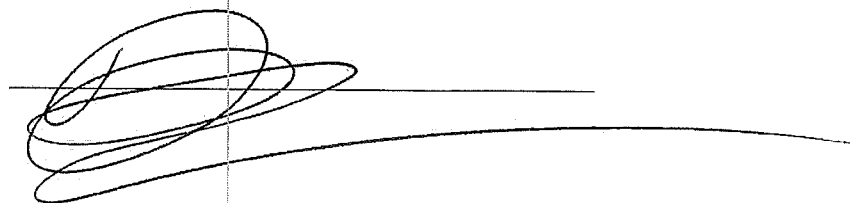
This Power of Attorney continues until I revoke it or it is terminated by my death or other event described in section 5-1511 of the General Obligations Law.

Section 5-1511 of the General Obligations Law describes the manner in which you may revoke your Power of Attorney, and the events which terminate the Power of Attorney.

(m) SIGNATURE AND ACKNOWLEDGMENT:

In Witness Whereof I have hereunto signed my name on the 15 day of March, 2012

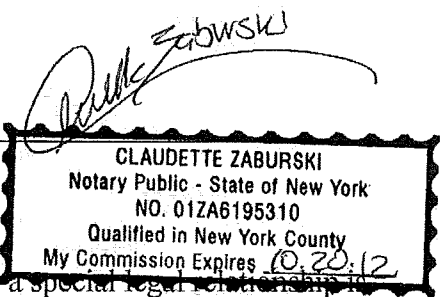
PRINCIPAL signs here: ==>



STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss:

On the 15 day of March, 2012, before me, the undersigned, personally appeared David H. Martin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



(n) IMPORTANT INFORMATION FOR THE AGENT:

When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

- (1) act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest;
- (2) avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;
- (4) keep a record of all receipts, payments, and transactions conducted for the principal; and
- (5) disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manners: (Principal's Name) by (Your Signature) as Agent, or (your signature) as Agent for (Principal's Name).

You may not use the principal's assets to benefit yourself or anyone else or make gifts to yourself or anyone else unless the principal has specifically granted you that authority in this document, which is either a Statutory Gifts Rider attached to a Statutory Short Form Power of Attorney or a Non-Statutory Power of Attorney. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest.

You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document, or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

Liability of agent: The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

(o) AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT:

It is not required that the principal and the agent(s) sign at the same time, nor that multiple agents sign at the same time.

I, Aimee A. Drouin, Esq., have read the foregoing Power of Attorney. I am the person identified therein as agent for the principal named therein.

I acknowledge my legal responsibilities.

Agent sign here: ==>

Aimee A. Drouin

STATE OF NEW YORK)

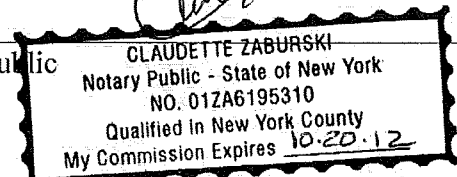
) ss:

COUNTY OF NEW YORK)

On the 15 day of MARCH, 2012, before me, the undersigned, personally appeared Aimee A. Drouin, Esq., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Claudette Zaburski

Notary Public



(p) SUCCESSOR AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT:

It is not required that the principal and the SUCCESSOR agent(s), if any, sign at the same time, nor that multiple SUCCESSOR agents sign at the same time. Furthermore, successor agents can not use this power of attorney unless the agent(s) designated above is/are unable or unwilling to serve.

I/we, _____, have read the foregoing Power of Attorney. I am/we are the person(s) identified therein as SUCCESSOR agent(s) for the principal named therein.

Successor Agent(s) sign(s) here: ==>

==> _____

STATE OF NEW YORK)

) ss:

COUNTY OF _____)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
JULIE SNYDER and KAREN GOULD,

Civil Action No.: 11-CV-3593 (WHP)

Plaintiffs,

AFFIRMATION OF SERVICE

-against-

FANTASY INTERACTIVE, INC.; DAVID MARTIN;
CAMILLA MARTIN; and BEN KNIGHT,

Defendants.

-----X

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

AIMÉE A. DROUIN, an attorney duly admitted to practice law before the Courts of the State of New York and the United States District Court for the Southern District of New York, affirms the following under the penalties of perjury:

On the 21st day of March, 2012, the foregoing **VERIFIED ANSWER TO PLAINTIFF'S FIRST AMENDED COMPLAINT** was served upon the attorney whose name and address is set forth below, by enclosing a true copy thereof in a securely sealed envelope, with proper postage, addressed to his office, and by depositing same in an official box of the U.S. Post Office regularly maintained by the United States Government at 450 Main Street, Park City, UT 84060.

TO: Joshua S.C. Parkhurst, Esq.
CARY KANE, LLP
Attorneys for Plaintiffs
1350 Broadway, Suite 1400
New York, New York 10018


AIMÉE A. DROUIN (4337)