

3. DNG and Miomni entered into a joint venture to develop and manage a company called BetLucky Interactive, LLC (“BetLucky”). In December 2018, DNG and Miomni signed an Amended and Restated Joint Venture and Limited Liability Company Agreement (the “JV Agreement”) to govern their relationship with respect to the operation of BetLucky.

4. BetLucky’s primary objective was to offer, promote, and market an online and mobile sports wagering and iGaming platform (the “Platform”) for use by customers and gaming tellers to place bets on mobile devices and at gaming facilities throughout North America, including at DNG-affiliated gaming facilities in West Virginia.

5. During negotiations for the joint venture, Miomni and Venner repeatedly represented to DNG that Miomni owned the intellectual property rights in the Platform, including the source code underlying the “front-end interface” and the “back-end” of the Platform. DNG relied on those representations when it decided to contract with Miomni. In the JV Agreement, Miomni represented that it owned and controlled the Platform and that Miomni’s performance would not be impaired by any third-party contracts. These representations were central to the parties’ bargain, as Miomni’s only capital contribution to BetLucky was a license to use the Platform, along with technical and developmental support for the Platform.

6. The Platform went “live” in West Virginia on December 27, 2018. On March 6, 2019, the Platform ceased functioning. Shortly thereafter, DNG learned that Miomni’s and Venner’s representations about the Platform were knowingly false. Miomni never owned the source code for the “back-end” of the Platform, and Miomni did not possess sufficient rights or control over the Platform for BetLucky, DNG, or DNG-affiliated gaming facilities to conduct their businesses. Miomni had licensed only the object code of the “back-end” of the Platform from a third party in Cyprus, Enterg Software Solutions, Limited (“Entergaming”). When Miomni could not resolve its licensing dispute with Entergaming—a dispute that Miomni intentionally concealed from DNG—Entergaming disabled the Platform, leaving DNG, its affiliates, and BetLucky with a sudden loss of business operations.

7. Miomni cannot perform under the JV Agreement. Indeed, Miomni’s only “contribution” to BetLucky—a license to use the Platform—was illusory from day one. Miomni nevertheless remains defiant. Miomni denies that it is in breach, and has indicated that it intends to obstruct DNG’s contractual right to acquire Miomni’s membership interest in BetLucky.

8. Thus, DNG now pursues this action for monetary damages and for equitable relief, including, among other things, an orderly transfer of Miomni’s membership interest in BetLucky to DNG in accordance with the JV Agreement.

The Parties

9. DNG is a Delaware Corporation with a principal place of business at 250 Delaware Avenue, Buffalo, New York 14202.

10. Miomni is a limited company formed under the laws of England and Wales with a principal office at Verdemar House, 230 Park View, Whitley Bay, Tyne and Wear, United Kingdom, NE26 3Q9. Miomni is registered to do business in West Virginia and in New York and has agents for service of process in both states.

11. Venner is an individual who resides in the United Kingdom. Venner is a director and the CEO of Miomni. Venner is also a member of the Board of Managers of BetLucky.

12. DNG and Miomni are 51% and 49% members, respectively, of BetLucky, which is a Delaware limited liability company.

Jurisdiction

13. This Court has subject matter jurisdiction pursuant to 6 *Del. C.* § 18-111 and 10 *Del. C.* § 341.

14. Miomni and Venner are subject to personal jurisdiction in this Court. DNG and Miomni have consented to this Court's exclusive jurisdiction under Section 14.11 of the JV Agreement, which states: "The Parties (a) hereby irrevocably agree that any suit, action or other proceeding arising out of or based

upon this Agreement brought by any other Party or its successors or assigns shall be any in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (unless the Delaware Court of Chancery shall decline to accept jurisdiction over a particular matter, in which case, in any Delaware state or federal court within the State of Delaware), (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in accordance with clause (a) above, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.”

15. This Court may also exercise personal jurisdiction over Venner pursuant to 6 *Del. C.* § 18-109. Venner is a Manager of BetLucky, and this action relates to the business of BetLucky, as well as Venner’s duties and obligations to BetLucky.

STATEMENT OF FACTS

I. The Parties' Negotiations and Miomni's Misrepresentations

16. DNG is a gaming operator whose affiliates manage casinos and other gaming hospitality operations throughout the United States and in Australia.

17. In 2018, DNG wished to implement and market an online betting platform that would, among other things, electronically manage betting, permit customers to place bets on their mobile devices, and permit tellers working within gaming facilities to place bets on behalf of customers.

18. Miomni promotes itself as a developer of technology platforms that offer end-to-end solutions for the online gaming industry. Venner is Miomni's CEO and the public face of the company. He was Miomni's principal negotiator of the joint venture at issue in this action.

19. In mid-2018, DNG and Miomni began negotiating a joint venture project. As part of these negotiations, DNG, Miomni, and Venner agreed that Miomni would develop, test, and deliver the Platform and provide a license for the Platform's use.

20. DNG representatives informed Miomni and Venner that Miomni's ownership and control of the Platform was a condition precedent to DNG's participation in the joint venture and critical to the joint venture's success.

21. Miomni, through Venner, repeatedly represented—orally and in

writing—that Miomni owned all rights in the Platform and its source code.

22. On June 14, 2018, in response to a request for proof of ownership, Venner emailed DNG representatives and stated that he would “forward [to DNG] *proof of Miomni IP ownership* of N[orth] America on the back office [a/k/a the “back-end”]” (emphasis added).

23. On June 15, 2018, Venner emailed DNG representatives a letter from Entergaming. In the letter, which was addressed “To Whom It May Concern,” Entergaming stated that it had agreed to sell and transfer to Miomni the software, source code, object code, and all other rights in the Platform. In his cover email, Venner advised DNG representatives that the Entergaming letter “outlin[ed] the *Miomni ownership of the back office for N. America*” (emphasis added), thereby representing that Miomni had acquired all rights in the “back-end” from Entergaming.

24. Venner’s written representations of ownership in his June 14 and June 15 emails were consistent with the oral representations of ownership that he made to DNG in June and July.

25. Based on Miomni’s and Venner’s repeated assurances that it owned all rights to the Platform, DNG representatives moved forward with further work on the joint venture.

26. As part of the parties' joint negotiations, and to facilitate the Platform's development and testing, a DNG affiliate and Miomni executed a Professional Services Agreement (the "PSA") on July 9, 2018. After execution of the PSA, DNG and its affiliates paid Miomni hundreds of thousands of dollars to develop, test, and adapt the Platform for use in facilities owned by DNG affiliates.

27. Under the PSA, Miomni was prohibited from utilizing any subcontractors to provide services in connection with the development of the platform without prior written approval. Miomni never notified DNG or its affiliates that Miomni was utilizing Entergaming as a subcontractors, and Miomni never sought approval from DNG or its affiliates to utilize Entergaming to perform services as required under the PSA. DNG and its affiliates later learned that Miomni was utilizing Entergaming as a subcontractor and that Entergaming was providing services required under the PSA.

28. To advance the business of the joint venture, DNG and its affiliates purchased hardware to be used with the Platform, prepared its gaming facilities to utilize the Platform in order to render services to customers, and invested in substantial marketing efforts.

II. Execution of the JV Agreement

29. On October 30, 2018, as a precursor to an anticipated joint venture agreement with Miomni, DNG formed BetLucky as a Delaware limited

liability company pursuant to a limited liability company agreement between DNG and BetLucky.

30. On December 14, 2018, Miomni and DNG executed the JV Agreement for BetLucky, which amended the October 30, 2018 limited liability company agreement and which governs the parties' joint venture relationship. Venner executed the JV Agreement on Miomni's behalf.

31. Under Section 1.04 of the JV Agreement, BetLucky's primary purpose was to offer, promote, and market the Platform in North America. The Platform would initially be used at DNG-affiliated gaming facilities in West Virginia.

32. Section 2.01 of the JV Agreement defined the "Platform" as "Miomni's online and mobile Sports Wagering and iGaming platform, including all updates and improvements where and when available and including object code, and the related intellectual property and rights related thereto that are being licensed by Miomni to the Company pursuant to the License Agreement." This definition was consistent with the parties' prior discussions and incorporated Miomni's representations that it owned all rights in the Platform.

33. Under Section 3.01 and Schedule A of the JV Agreement, DNG and Miomni each agreed to make initial capital contributions to BetLucky. DNG agreed to contribute, among other things, \$5,000,000 in cash capital, a license to

use certain intellectual property owned by DNG and its affiliates, and access to business opportunities at DNG-affiliated facilities. Miomni agreed to contribute a license to use the Platform, as well as technical and developmental support to maintain the functionality of the Platform.

34. In exchange for its initial capital contribution, DNG received a 51% ownership interest in BetLucky.

35. In exchange for its initial capital contribution, Miomni received a 49% ownership interest in BetLucky.

36. Under Section 11.01 of the JV Agreement (“Representations and Warranties of the Partners”), Miomni made several representations and warranties to DNG.

(a). Under Section 11.01(b), Miomni represented and warranted that “the execution, delivery, and performance of this Agreement . . . does not and will not contravene or conflict with . . . (iii) any contractual restriction (including restrictive covenants regarding intellectual property) binding on or affecting [it] or its property or assets.”

(b). Under Section 11.01(c), Miomni represented and warranted that “there is no action, proceeding, or investigation pending, or to such Partner’s knowledge, threatened or affecting such Partner, which may adversely affect such Partner’s ability to fulfill its obligations under this Agreement.”

(c) Under Section 11.01(e), Miomni represented and warranted that “there are no facts or circumstances of any kind or nature whatsoever of

which [it] is aware which could in any way materially impair or prevent [it] from performing its obligations under this Agreement in any material respect.”

37. Upon execution of the JV Agreement, Miomni executed a Software License, Development, Support and Services Agreement with BetLucky (the “BetLucky License Agreement”), under which Miomni purported to grant BetLucky a license to use the Platform that Miomni claimed to own and control.

38. The BetLucky License Agreement required Miomni to seek prior approval before retaining any third parties to perform services in connection with the Platform. The BetLucky License Agreement also required Miomni to identify all third-party products or materials that were included in, or required to operate, the Platform. Miomni disclosed several entities that were providing such services, products, or materials, but Miomni failed to disclose Entergaming. Miomni never disclosed, let alone obtained approval, for Entergaming to play any role with respect to the operation or support of the Platform.

III. The Platform is Disabled, and DNG Discovers the Truth

39. On December 27, 2018, the Platform went into service in West Virginia.

40. On February 5, 2019, the Platform stopped working for several hours. Miomni representatives told DNG that they did not know the cause of this

loss of functionality.

41. On March 6, 2019, the Platform ceased working again. This time, service was not restored.

42. When the March 6, 2019 outage occurred, Miomni personnel initially represented to DNG that they did not know the cause of this loss of functionality.

43. As DNG continued its investigation and pressed for answers, Miomni claimed, for the first time, that Entergaming had been providing ongoing “technical support” for the “back-end” of the Platform. Miomni, through Venner, also alleged that Entergaming had caused the recent Platform failures as part of a “scheme” to “extort” Miomni and that Entergaming had engaged in “criminal” activity by “hacking” into the Platform.

44. Miomni’s new claims about Entergaming’s involvement with the Platform prompted DNG to investigate further. Through additional communications with Entergaming, DNG began to uncover the truth: Miomni did not possess sufficient rights or control over the Platform to perform its obligations under the JV Agreement, and Miomni knew that when it signed the JV Agreement.

45. Entergaming had developed the “back-end” for the Platform using its source code. Entergaming licensed the “back-end,” in object code only, to Miomni pursuant to a Platform and Source Option Agreement dated January 11,

2017 (the “Option Agreement”).

46. Miomni concealed the Option Agreement from DNG during joint venture negotiations and failed to identify the Option Agreement in any of the parties’ contracts. Miomni first disclosed the Option Agreement to DNG on March 11, 2019, several days after the Platform outage.

47. Under the Option Agreement, Entergaming retained all ownership rights in the “back-end” of the Platform. The Option Agreement also restricted Miomni’s ability to purchase a perpetual license to use (but not to own) the source code for €750,000 (the “Option Fee”) to a limited option-exercise window. Miomni never paid Entergaming any portion of the Option Fee, and Miomni never executed a perpetual license agreement with Entergaming for the source code.

48. On March 12, 2019, DNG also learned that Miomni was not in compliance with the Option Agreement, and that Miomni’s use of the “back-end” of the Platform with BetLucky had precipitated a contract dispute between Miomni and Entergaming. As a result of that dispute, Entergaming had terminated the Option Agreement by letter back on February 25, 2019. Entergaming then disabled the “back-end” of the Platform, which resulted in the Platform outage on March 6, 2019.

49. In its February 25, 2019 termination letter, Entergaming

specifically directed Miomni to inform DNG that the Option Agreement was being terminated, along with Entergaming's services on the "back-end." But Miomni did not disclose Entergaming's February 25, 2019 letter to DNG or to any of DNG's affiliates or representatives until March 12, 2019, several days after the Platform outage. Miomni instead misrepresented the cause of the March 6, 2019 Platform outage to DNG. Entergaming's disabling of the Platform was not the result of any "criminal" behavior or "hacking," and Miomni knew that all along.

50. With these discoveries in March, it became clear that Miomni and Venner had engaged in an ongoing pattern of misrepresentation and bad faith. Among other things: (1) Miomni and Venner falsely claimed that Miomni owned all rights to the Platform during contract negotiations and in the JV Agreement; (2) Miomni and Venner failed to disclose in the PSA and in the BetLucky License Agreement Entergaming's ownership and control over the "back-end" of the Platform and Entergaming's continued provision of services on the Platform; (3) Miomni and Venner intentionally concealed from DNG, from DNG's affiliates, and from BetLucky the existence of its contract dispute with Entergaming; (4) Miomni and Venner intentionally concealed from DNG, from DNG's affiliates, and from BetLucky, Entergaming's February 25, 2019 letter and Entergaming's termination of services under the Option Agreement; and (5) Miomni and Venner intentionally concealed from DNG, from DNG's affiliates, and from BetLucky the

true cause of the Platform's outages in February and in March of 2019.

51. Because Miomni never owned or controlled the "back-end" of the Platform, Miomni never made its initial capital contribution to BetLucky—namely, a license to use the Platform (which necessarily includes the "back-end"), along with technical control and support for the Platform.

52. Because Miomni never owned or controlled the "back-end" of the Platform, Miomni breached the representations and warranties that it made to DNG under Sections 11.01(b), (c), and (e) of the JV Agreement.

53. Under Section 11.01(b), Miomni represented that its execution and performance of the JV Agreement would not conflict with any contractual restriction affecting Miomni's property or assets, including restrictive covenants over intellectual property. This representation was false, and Miomni and Venner knew that this representation was false when they executed the JV Agreement. Miomni's obligation to provide a license for the Platform to BetLucky (Miomni's very act of performance under the JV Agreement) was in direct conflict with Entergaming's ownership and control over the "back end" of the Platform.

54. Under Section 11.01(e) of the JV Agreement, Miomni represented that it was aware of no facts or circumstances that could materially impair or prevent it from performing under the JV Agreement. This representation was false, and Miomni and Venner knew that this representation was false when

they executed the JV Agreement. Entergaming’s ownership and control over the “back-end” of the Platform—and Miomni’s failure to acquire the necessary rights to the “back-end” that would permit it to carry out the purpose of the JV Agreement—precluded Miomni from granting BetLucky the license to use the Platform required by the JV Agreement. Further, Miomni and Venner knew that Miomni was not in compliance with the Option Agreement when they signed the JV Agreement.

55. Miomni not only defrauded DNG, it also concealed material information from regulators. In its application to the West Virginia Lottery for a managed provider license, Miomni failed to disclose that Entergaming held rights in, exercised control over, and continued to provide necessary services with respect to the Platform.

IV. DNG Delivers its Breach Notice, and Miomni Remains Defiant

56. On March 25, 2019, DNG wrote to Miomni and provided formal notice of Miomni’s material breaches of the JV Agreement.

57. DNG informed Miomni that Miomni’s breaches constituted an “Event of Default” under Section 12.01(a) of the JV Agreement. As a result, under Section 12.01(b), BetLucky had the right to acquire Miomni’s membership interest in BetLucky for a period of thirty days, and if BetLucky did not exercise that right, DNG had the right to acquire Miomni’s membership interest in BetLucky for a

period of fifteen days.

58. In a March 25, 2019 Written Consent of its Board of Managers, BetLucky determined that Miomni's breaches of the JV Agreement were reasonably likely to have jeopardized the regulatory approval required for the business operations of DNG, DNG's affiliates, and BetLucky, thus creating a "Character Event" by Miomni under Section 12.01(a)(v) of the JV Agreement.

59. In response to DNG's notice and BetLucky's Written Consent, Miomni refused to recognize its breaches. Miomni also made it clear that it would not consent to BetLucky's and/or DNG's orderly acquisition of Miomni's membership interest in BetLucky.

60. Miomni's and Venner's conduct was not in good faith and was not in the interests of, but rather was opposed to the interests of, BetLucky, and neither Miomni nor Venner could reasonably have believed otherwise.

FIRST CAUSE OF ACTION
(Breach of JV Agreement against Miomni)

61. Plaintiff repeats the allegations in paragraphs 1 through 60.

62. The JV Agreement is a valid and binding contract.

63. DNG has performed its obligations under the JV Agreement.

64. Miomni has breached the JV Agreement by, among other things: (1) failing to make its initial capital contribution in violation of Section 3.01; (2) violating the representations and warranties contained in Sections

11.01(b), (c), and (e); and (3) violating Section 12.01(a)(v) by causing a “Character Event”.

65. Miomni’s breaches are incurable and constitute an Event of Default under Section 12.01(a) of the JV Agreement. BetLucky, and in turn, DNG, have the right to acquire Miomni’s membership interest in BetLucky under Section 12.01(b) of the JV Agreement.

66. Miomni has committed an anticipatory breach of the JV Agreement by informing DNG that it will not consent to DNG’s acquisition of Miomni’s membership interest in BetLucky.

67. As a direct and proximate result of Miomni’s breaches, DNG has suffered monetary damages. DNG is entitled to monetary relief in an amount to be determined at trial.

68. DNG is also entitled to equitable relief, including, but not limited to, an Order from this Court: (1) transferring Miomni’s membership interest in BetLucky to DNG according to the provisions of the JV Agreement; and (2) discharging DNG from any obligations that DNG may have owed to Miomni under the JV Agreement.

SECOND CAUSE OF ACTION
(Declaratory Judgment)

69. DNG repeats the allegations in paragraphs 1 through 68.

70. Miomni has breached the JV Agreement by, among other

things: (1) failing to make its initial capital contribution in violation of Section 3.01; (2) violating the representations and warranties contained in Sections 11.01(b), (c), and (e); and (3) violating Section 12.01(a)(v) by causing a “Character Event”.

71. Miomni’s breaches are incurable and constitute an Event of Default under Section 12.01(a) of the JV Agreement. BetLucky, and in turn, DNG, have the right to acquire Miomni’s membership interest in BetLucky under Section 12.01(b) of the JV Agreement.

72. Miomni has committed an anticipatory breach of the JV Agreement by informing DNG that it will not consent to DNG’s acquisition of Miomni’s membership interest in BetLucky.

73. There is an actual, justiciable controversy as to whether Miomni has breached the JV Agreement and as to whether DNG is entitled to acquire Miomni’s membership interest in BetLucky.

74. DNG is entitled to a judgment declaring that Miomni has breached the JV Agreement, both in fact and anticipatorily, and that DNG is entitled to acquire Miomni’s membership interest in BetLucky according to the provisions of the JV Agreement.

THIRD CAUSE OF ACTION
(Fraud Against Miomni)

75. DNG repeats the allegations in paragraphs 1 through 74.

76. During the parties' negotiation of the JV Agreement, Miomni repeatedly represented to DNG that it owned all rights to the Platform.

77. On June 14 and 15, 2018, Miomni, through Venner, emailed DNG and represented that Miomni owned all rights in the Platform.

78. Miomni's representations were false. Miomni and Venner knew that these representations were false when made.

79. Miomni made these fraudulent misrepresentations to induce DNG to enter into the JV Agreement. Miomni made these fraudulent misrepresentations to induce DNG to pay Miomni for development of the Platform.

80. DNG reasonably relied on Miomni's fraudulent misrepresentations in entering into the JV Agreement and in paying Miomni to develop the Platform.

81. As a direct and proximate result of Miomni's fraudulent misrepresentations, DNG has suffered monetary damages. DNG is entitled to monetary relief in an amount to be determined at trial.

82. DNG is also entitled to equitable relief, including, but not limited to, an Order from this Court: (1) transferring Miomni's membership interest in BetLucky to DNG according to the provisions of the JV Agreement; and (2) discharging DNG from any obligations that DNG may have owed to Miomni

under the JV Agreement.

FOURTH CAUSE OF ACTION
(Fraud Against Venner)

83. DNG repeats the allegations in paragraphs 1 through 82.

84. During the parties' negotiation of the JV Agreement, Venner repeatedly represented to DNG that Miomni owned all rights to the Platform.

85. On June 14 and 15, 2018, Venner emailed DNG and represented that Miomni owned all rights in the Platform.

86. Venner's representations were false. Venner knew that his representations were false when made.

87. Venner made these fraudulent misrepresentations to induce DNG to enter into the JV Agreement. Venner made these fraudulent misrepresentations to induce DNG to pay Miomni for development of the Platform.

88. DNG reasonably relied on Venner's fraudulent misrepresentations in entering into the JV Agreement and in paying Miomni to develop the Platform.

89. As a direct and proximate result of Venner's fraudulent misrepresentations, DNG has suffered monetary damages. DNG is entitled to monetary relief in an amount to be determined at trial.

90. DNG is also entitled to equitable relief, including, but not

limited to, an Order from this Court: (1) transferring Miomni's membership interest in BetLucky to DNG according to the provisions of the JV Agreement; and (2) discharging DNG from any obligations that it may have owed to Miomni under the JV Agreement.

WHEREFORE, DNG requests judgment against Miomni and Venner as follows:

- (1) An Order from this Court transferring Miomni's membership interest in BetLucky to DNG according to the provisions of the JV Agreement, and discharging DNG from any obligations it may have owed to Miomni under the JV Agreement.
- (2) A declaration from this Court that:
 - a. Miomni has breached the JV Agreement;
 - b. DNG is entitled to acquire Miomni's membership interest in BetLucky per the provisions of the JV Agreement; and
 - c. DNG is discharged from any obligations that DNG may have owed to Miomni under the JV Agreement.
- (3) Damages in an amount to be determined at trial.
- (4) Interest on all amounts determined to be owing.
- (5) Such further relief as this Court deems proper.

Respectfully submitted,

/s/ M. Duncan Grant

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Dated: April 18, 2019

Attorneys for Plaintiff

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

_____)
DELAWARE NORTH IGAMING,)
INC.,)
)
Plaintiff,)
)
v.) C.A. No. _____
)
MIOMNI GAMING LTD. and)
MICHAEL P. VENNER,)
)
Defendants.)
_____)

VERIFICATION TO COMPLAINT

I, E. Brian Hansberry, submit this sworn, notarized verification on behalf of Delaware North iGaming, Inc., and in so doing, hereby affirm that: (i) I am the President of Delaware North iGaming, Inc; (ii) I have read the Verified Complaint; (iii) insofar as the facts alleged in the Verified Complaint concern my acts and deeds, such facts are true; and (iv) insofar as the facts alleged in the Verified Complaint concern the acts and deeds of others, I believe them to be true.

[SIGNATURE PAGE FOLLOWS]

Executed on April 18, 2019.



E. Brian Hansberry

SWORN TO AND SUBSCRIBED
before me this 18th day of
April __, 2019.



NOTARY PUBLIC

ANNETTE M. BALON
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 01/31/2022

SUPPLEMENTAL INFORMATION PURSUANT TO RULE 3(A)
OF THE RULES OF THE COURT OF CHANCERY

The information contained herein is for the use by the Court for statistical and administrative purposes only. Nothing stated herein shall be deemed an admission by or binding upon any party.

1. Caption of Case: Delaware North iGaming, Inc. v. Miomni Gaming Ltd. and Michael P. Venner

2. Date Filed: April 18, 2019

3. Name and address of counsel for plaintiff(s):

M. Duncan Grant (#2994); Joanna J. Cline (#5873); Christopher B. Chuff (#5729), Pepper Hamilton LLP, Hercules Plaza, Suite 5100, 1313 N. Market Street, Wilmington, DE 19899; (302) 777-6500

4. Short statement and nature of claim asserted: This action arises out of Miomni Gaming Ltd.'s and Michael P. Venner's fraudulent inducement of a joint venture relationship with Delaware North iGaming, Inc. and Miomni Gaming Ltd.'s breach of the parties' limited liability company agreement.

This action seeks to remedy defendant's breaches of various provisions of a merger agreement.

5. Substantive field of law involved (check one):

<input type="checkbox"/> Administrative law	<input type="checkbox"/> Labor law	<input type="checkbox"/> Trusts, Wills and Estates
<input checked="" type="checkbox"/> Commercial law	<input type="checkbox"/> Real Property	<input type="checkbox"/> Consent trust petitions
<input type="checkbox"/> Constitutional law	<input type="checkbox"/> 348 Deed Restriction	<input type="checkbox"/> Partition
<input type="checkbox"/> Corporation law	<input type="checkbox"/> Zoning	<input type="checkbox"/> Rapid Arbitration (Rules 96,97)
<input type="checkbox"/> Trade secrets/trade mark/or other intellectual property		<input type="checkbox"/> Other

6. Related cases, including any Register of Wills matters (this requires copies of all documents in this matter to be filed with the Register of Wills):

N/A

7. Basis of court's jurisdiction (including the citation of any statute(s) conferring jurisdiction):

6 *Del. C.* §18-111; 10 *Del. C.* § 341.

8. If the complaint seeks preliminary equitable relief, state the specific preliminary relief sought.

N/A.

9. If the complaint seeks a TRO, summary proceedings, a Preliminary Injunction, or Expedited Proceedings, check here . (If #9 is checked, a Motion to Expedite must accompany the transaction.)

10. If the complaint is one that in the opinion of counsel should not be assigned to a Master in the first instance, check here and attach a statement of good cause.

/s/ M. Duncan Grant (DE Bar #2994)
Signature of Attorney of Record & Bar ID

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

DELAWARE NORTH IGAMING,)
INC.,)
Plaintiff,)
v.) C.A. No. _____
MIOMNI GAMING LTD. and)
MICHAEL P. VENNER,)
Defendants.)

STATEMENT OF GOOD CAUSE

In response to Item 10 of the Supplemental Information Sheet, I am counsel of record for plaintiffs Delaware North iGaming, Inc., and I believe that this matter is appropriate for assignment to the Chancellor or a Vice Chancellor, rather than to a Master, because it involves a request for equitable relief.

/s/ M. Duncan Grant

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Dated: April 18, 2019

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