

The Honorable Virginia Emerson Hopkins

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

GRAND SLAM CLUB/OVIS,)
) Civil Action No. CV-06-HS-4643-S
Plaintiff,)
)
v.) DENNIS CAMPBELL
) DECLARATION IN SUPPORT OF
INTERNATIONAL SHEEP HUNTERS) PLAINTIFF'S MOTION FOR
ASSOCIATION FOUNDATION, INC.) PRELIMINARY INJUNCTION
and FOUNDATION FOR NORTH)
AMERICAN WILD SHEEP,)
)
Defendants.)
_____)

Dennis Campbell declares under penalty of perjury that the following is true and correct:

1. I am the executive director of Grand Slam Club/OVIS ("GSCO") and am a citizen and resident of Alabama. In that capacity, I am familiar with the parties involved this litigation and their activities. I make this declaration based on facts known to me unless indicated otherwise.

2. GSCO's predecessor, The Grand Slam Club, was founded in 1956 by Bob Housholder. The Grand Slam Club became the foremost sheep hunting, conservation and record keeping organization, documenting and awarding GRAND SLAM sheep hunting awards for certain defined criteria. For example, GSCO offers a GRAND SLAM award for documenting certain takings of North

American wild sheep and a CAPRA WORLD SLAM award for certain takings of international goats, under GSCO defined criteria. The Grand Slam Club also used GRAND SLAM in conjunction with publications, conventions, and educational services. The Grand Slam Club has been characterized in articles as the most prestigious sheep hunting organization in the United States, and has operated for nearly forty years as the established documentation and records-keeping organization for the Grand Slam awards.

3. Mr. Housholder continued as the leader and founder until, in 1990, The Grand Slam Club and its intellectual property was transferred and assigned to me. Mr. Housholder unfortunately became ill and could not continue as its leader. Attached hereto as Exhibit A are true and correct copies of letters to and from Mr. Housholder's brother, Bill Housholder, including a letter from Bill Housholder, acting as his brother's power of attorney, transferring The Grand Slam Club and all of its assets, files and membership lists to me. These documents show how Bob and Bill Housholder transferred The Grand Slam Club and all of its assets to me after a transition period where the Housholders monitored my work with The Grand Slam Club to make sure that I would maintain the excellence of the organization.

4. The Grand Slam Club published a trade magazine entitled "The Grand Slam Club" continuously from the first edition dated July 1967 until 1992 when the Grand Slam Club, under my leadership, started publishing its trade magazine entitled "Grand Slam." In 2001, The Grand Slam Club merged with another leading sheep hunting organization, Ovis, Inc., forming Grand Slam Club/Ovis (GSCO), one of the most recognized names in sheep hunting. Due to the long history, reputation and promotion of the Grand Slam Club, the Grand Slam Club and its trademarks are famous and well known in the sheep hunting

and conservation community.

5. One of GSCO most valuable assets is its intellectual property. For example, GSCO relies on its trademarks in maintaining the value created in its certified products and services, such as its awards, conventions, raffles, and publications. GSCO's trademarks include GRAND SLAM, GRAND SLAM OF NORTH AMERICAN WILD SHEEP, OVIS WORLD SLAM, and CAPRA WORLD SLAM ("Grand Slam" marks or trademarks). Attached hereto as Exhibit B are true and correct copies of GSCO's United States Trademark Registrations for GRAND SLAM (Reg. Nos. 3136758 and 3220552), CAPRA WORLD SLAM (Reg. No. 3206664), and OVIS WORLD SLAM (Reg. No. 3121746).

6. GSCO's customers identify GRAND SLAM hunting awards, GRAND SLAM publications, and various GRAND SLAM raffles with GSCO. GSCO also offers sheep hunting conventions, conferences, educational services, and various awards under its GRAND SLAM marks. GSCO has invested substantial money marketing and using its intellectual property as a primary basis of promoting and protecting its goodwill and products and services in sheep hunting. Attached as Exhibit C are true and correct copies of some early uses of GSCO's Grand Slam marks, including GSCO membership applications dated between 1967 and 1981, an Arizona state Certificate of Trade Name Registration for The Grand Slam Club dated January 13, 1981 with a first use of February 1956, and GSCO's Grand Slam publication dated July 1992. Also attached as Exhibit D are true and correct copies of some past and recent uses of GSCO's Grand Slam marks, including a direct mailing promoting a GSCO Grand Slam raffle; copies of the front cover of GSCO's Grand Slam trade magazine from Spring and Summer 2006 and Spring 1999; advertisements and brochures

promoting GSCO's February 2007 convention and related Grand Slam and Slam raffles including registration forms; advertisements promoting GSCO's 3/4 Slam drawing held by GSCO at FNAWS's 2000 convention; documents advertising and promoting GSCO's February 2007 convention with promotion of its various Grand Slam and Slam raffles, list of events, classes and promotions, list of exhibitors and donors, and registration forms for the various raffles and convention; GSCO's Grand Slam and 3/4 Slam award registration form; GSCO's Capra World Slam and Ovis World Slam forms; and documents explaining and showing recipients of GSCO's Capra World Slam and Ovis World Slam awards.

7. GSCO has invested over \$2.3 million in advertising and marketing of its Grand Slam goods and services to the sheep hunting community under its Grand Slam marks.

8. GSCO's primary funding comes from its annual conventions and related raffles and drawings that are typically held and marketed in conjunction with the conventions. GSCO's conventions and raffles are all marketed under the Grand Slam marks and are a critical source of revenue. In fact, the biggest attraction at GSCO and FNAW's conventions are the raffles, where people spend a considerable amount of money, sometimes over \$100 a ticket, for the potential to win a hunting trip that is sometimes valued over \$50,000. Thus, the advertising and promotion of the conventions and raffles/drawings are tied together and promoted in the same flyers, brochures and publications. The raffles are usually associated with conventions, and advertisements for the raffles and conventions are often one and the same.

9. GSCO has raised over \$5.99 million through its Grand Slam raffles and conventions.

10. The Foundation for North American Wild Sheep (FNAWS) is a wild

sheep conservation and education organization that operates along side GSCO. In fact, GSCO and FNAWS have a substantial overlap in membership and market to and serve the same consumer base of wild sheep (and goat) hunters, conservationists and enthusiasts. GSCO and FNAWS also market many of the same goods and services using the same types of advertising and marketing. For example, both GSCO and FNAWS offer wild sheep hunting conventions, publications, educational services, awards and raffles/drawings. These goods and services are offered and marketed by GSCO and FNAWS through direct mailings to members, through the respective organizations trade magazines, and at conventions and meetings.

11. As used in this declaration, FNAWS and/or International Sheep Hunters Foundations Association, Inc. (ISHA Foundation) refer to the same organization because FNAWS and ISHA Foundation have represented that they are working together and have “merged.” To my knowledge, ISHA Foundation did not exist prior to the alleged merger with FNAWS.

12. FNAWS and GSCO previously had a working relationship where GSCO would attend FNAWS’s conventions and GSCO would hold raffles under the Grand Slam marks and present its Grand Slam awards to those individuals who had earned the various recognitions.

13. GSCO and FNAWS had a working relationship for many years and a significant amount of money was raised at FNAWS’s conventions and GSCO’s Grand Slam raffles, which was shared between GSCO and FNAWS. Attached hereto as Exhibit E is a true and correct copy of the 1995 Agreement between GSCO and FNAWS under which the two organizations operated together for many years. The 1995 Agreement was renewable for additional years and was renewed by the parties every year through the 2004 convention year. GSCO

notified FNAWS of its intention not renew the 1995 agreement sometime in early 2004, after the FNAWS convention.

14. On June 13, 2005, GSCO and FNAWS entered into a written Agreement of Goodwill defining the parties' mutual promises and agreed upon working relationship, stating that GSCO and FNAWS "agree, in keeping with the respect and honor of each other, to request permission to the use of one another's Intellectual Property." In the Agreement, FNAWS recognized that GSCO is the official documentation and recording organization for the wild sheep Grand Slam awards, and that FNAWS could only use GSCO's Grand Slam mark to recognize its members that documented and received GSCO's Grand Slam award. Attached hereto as Exhibit F are true and correct copies of the 2005 Goodwill Agreement and accompanying license agreement.

15. FNAWS broke this working relationship and began offering its own "Grand Slam" awards, raffles, conventions, and other goods and services.

16. In September 2006, FNAWS sent flyers to people all over North America promoting its upcoming drawing entitled "The Grand Slam of Sheep Hunt Drawings." This FNAWS flyer uses GSCO's GRAND SLAM marks collectively more than ten times. FNAWS's flyer and raffle compete directly with GSCO and its raffles and convention advertisements and are directed towards the same consumer base in sheep hunting. Attached hereto as Exhibit G is a true and correct copy of the FNAWS flyer advertising the "Grand Slam of Sheep Hunt Drawings."

17. FNAWS has used the Grand Slam marks for competing raffles, conventions, and publications, and other goods and services that directly compete with GSCO. This includes FNAWS usage of Grand Slam and 3/4 Slam and variations such as 1/2 Slam, 1/2 Slammer, and 3/4 Slammer. GSCO has received

inquiries and requests that show great confusion among GSCO's members and others in the sheep hunting and conservation community. For example, FNAWS's infringing flyers advertising its "Grand Slam" drawings are directed towards GSCO's members and potential members and have caused actual confusion. I have received inquiries where people confuse FNAWS with GSCO because of these FNAWS advertisements. Attached hereto as Exhibit H are true and correct copies of various FNAWS publications, advertisements and brochures having GSCO's Grand Slam marks, including another flyer for FNAWS's raffles entitled "ExtRAMaganza VI"; brochures and publications, advertisements and registration forms for FNAWS's 30th anniversary convention using GSCO's Grand Slam marks to advertise raffles at the convention; FNAWS's registration form for its various "Slam" awards; publications having lists of its purported various Slam award recipients.

18. GSCO has received phone calls, emails, mail, and other communications from consumers and members expressing confusion with regards to FNAWS's use of GSCO's Grand Slam marks. For example, GSCO has received misdirected correspondence and payments addressed to FNAWS but to GSCO's address for FNAWS's "Grand Slam" and "Slam" awards and raffles. Attached hereto as Exhibit I are true and correct copies of various misdirected registration forms and email correspondence from sheep hunters confused as to who offers the various Grand Slam and Slam awards and who should be paid for registering for the various Slam raffles offered at the conventions.

19. Also in or around September 2006, FNAWS introduced what its calls a Capra Slam award, again copying GSCO's CAPRA WORLD SLAM mark. A true and correct copy of webpage printouts from ISHA's website showing its Capra Slam award registration form and a true and correct copy of ISHA's Capra

Slam form from FNAWS' Fall 2006 trade magazine "Wild Sheep" are attached in Exhibit J.

20. FNAWS also copied and passed off as its own GSCO's list of 3/4 Slam award recipients. For example, after GSCO's list of 3/4 Slam award registrants was published in GSCO's GRAND SLAM trade magazine, FNAWS copied GSCO's list and published it as its own "3/4 Slammer" list in FNAWS's trade magazine "Wild Sheep." A FNAWS employee admitted in an email that FNAWS copied GSCO's 3/4 Slam list and republished it in its magazine "Wild Sheep." Attached as Exhibit K is a true and correct copy of an email chain containing an email from Kim Nieters of FNAWS to Doug Dolph, where Ms. Nieters admits that FNAWS took the list of GSCO's 3/4 Slam award recipients. This list was republished, without permission from GSCO, by FNAWS in their "Wild Sheep" magazine.

21. Because GSCO's conventions are the most significant source of revenue for the organization, a significant amount of planning and due diligence is required for the conventions. In planning for its 2008 convention, GSCO went through extensive due diligence to clear its proposed convention dates with the other major sheep hunting organizations. For example, GSCO contacted a director of FNAWS, Don Peay on February 20, 2006, asking when FNAWS was going to schedule its 2008 and 2009 conventions to avoid any potential overlap with GSCO's conventions. Mr. Peay is from Salt Lake City, UT, and was apparently involved in the date negotiations with the convention center. Mr. Peay responded that FNAWS's 2008 convention was going to be held January 28 – February 2, 2008, and he said he was going to lock in these dates with the Salt Palace in Salt Lake City. I relied on this representation by Mr. Peay and began making plans and booking the GSCO convention to be held on February 7-10,

2008 in Las Vegas, Nevada, after FNAWS's convention. Attached hereto as Exhibit L are true and correct copies of emails I sent to FNAWS officials Ray Lee and Don Peay regarding the FNAWS convention dates. The email from Don Peay to me on February 20, 2006 confirms that FNAWS was going to have their convention on January 28- February 2, which I relied upon in subsequently booking the GSCO 2008 convention on different dates of February 7-10, 2008. The email exchange shows that GSCO planned to have its convention after February 2, 2008.

22. GSCO announced its convention dates in the Summer 2006 issue of its publication GRAND SLAM/OVIS and posted the convention dates and details on its web site, www.wildsheep.org, at approximately the same time the Summer magazine was sent out.

23. In December of 2006, after arrangements for GSCO's 2008 convention had been set, I became aware of some rumors that FNAWS booked its conference for the same dates as GSCO's. I quickly sent emails to FNAWS director Don Peay and FNAWS president Ray Lee asking whether these rumors were true. I did not receive a response.

24. Unfortunately, the disturbing rumors were true, as it later came to light that FNAWS booked its convention for February 6-9, 2008, directly overlapping with GSCO's previously announced February 7-10, 2008 dates. I did not understand why FNAWS would book its convention on top of GSCO's, when I previously confirmed with Mr. Peay that FNAWS had other dates scheduled, I had informed Mr. Peay of our February 2008 intentions and GSCO had already announced its convention dates.

25. FNAWS's convention conflicting with GSCO's convention has created substantial problems for GSCO as the two organizations share a

substantial overlap in membership and attract the same sheep hunting consumers to the conventions. Many of GSCO's membership, donors, exhibitors, and sponsors may attend FNAWS's convention instead of GSCO's.

26. GSCO is already suffering the consequences of FNAWS's harmful, infringing and unfair acts because many exhibitors and donors have refused to donate or invest money in GSCO's 2008 convention because of the lawsuit with FNAWS and the confusion FNAWS has created with regards to GSCO's Grand Slam marks. This harmful conduct by FNAWS has also created ongoing damage to GSCO and its efforts to plan and arrange its conventions and raffles. At GSCO's last convention, which took place in 2007 soon after the complaint was filed in this case, a great number of exhibitors and donors signed a petition stating that they are going to withhold money for the 2008 convention until the dispute with FNAWS is resolved. Many of GSCO's members have also left GSCO's organization or refused to register for GSCO's 2008 convention because of the present lawsuit and the confusion FNAWS has created. As FNAWS refuses to stop its infringing and unfair conduct, the only way to resolve this dispute is through a preliminary injunction and proceeding with this lawsuit.

27. Attached hereto as Exhibit M is a true and correct copy of a document circulated at GSCO's 2007 convention where various exhibitors and donors indicate that they are going to withhold donations for the 2008 convention until the present lawsuit between GSCO and FNAWS is settled.

28. When FNAWS began its unauthorized use of the Grand Slam marks, GSCO communicated to FNAWS that Plaintiff is open to settlement and would like to resolve this dispute promptly and amicably, but that GSCO would file for a preliminary injunction if there was no possibility of settlement. FNAWS's response was that it was interested in settlement negotiations, but that a

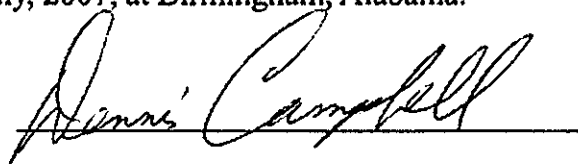
preliminary injunction motion by GSCO would foreclose any settlement talks, bringing “World War 3.” Thus, GSCO pursued settlement and sent FNAWS multiple letters and emails, had phone conversations discussing settlement talks, and even brokered a meeting between the principals of GSCO and FNAWS at a late March 2007 meeting in Dallas, Texas. The principles then met in Denver, Colorado in late April 2007. GSCO wanted an amicable solution to this dispute and thought this was in the best interests of both organizations and the sheep hunting community.

29. Because of the mounting irreparable harm from FNAWS’s unauthorized use of GSCO Grand Slam marks and other unfair competition, GSCO made it plain to FNAWS during settlement discussions that any settlement would have to include FNAWS ceasing its infringing and unfair activities. After the April 2007 settlement conference, FNAWS promised to have board meetings and communicate to GSCO whether it agreed to settle. To GSCO’s surprise, instead of communicating a settlement offer, FNAWS suddenly escalated its infringing activities making a preliminary injunction more critical than ever before.

30. In its Spring 2007 issue of FNAWS’s trade magazine “Wild Sheep,” sent out in May 2007, FNAWS published a massive amount of infringing material across the United States using GSCO’s Grand Slam trademarks, copying GSCO’s list of Grand Slam and 3/4 Slam award recipients, offering a directly competing Grand Slam, 1/2 Slam, and 3/4 Slam awards, and having a greatly damaging letter from FNAWS’s board of directors spreading untruths about GSCO, including the false claim that GSCO does not have valid rights in its Grand Slam marks. I take this message from FNAWS as saying that it is going to continue and increase its

infringing and unfair activity towards GSCO, and that FNAWS is even encouraging others to infringe upon GSCO's intellectual property. Attached hereto as Exhibit N are true and correct copies of pages from the Spring 2007 Wild Sheep FNAWS publication, showing the unauthorized use of GSCO's Grand Slam marks and the damaging FNAWS letter stating falsehoods about GSCO.

EXECUTED this 13 day of July, 2007, at Birmingham, Alabama.

A handwritten signature in black ink that reads "Dennis Campbell". The signature is written in a cursive style and is positioned above a solid horizontal line.

Dennis Campbell

CERTIFICATE OF SERVICE

I hereby certify that on July 13, 2007, I electronically filed the foregoing "DENNIS CAMPBELL DECLARATION IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION" with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

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Respectfully submitted,

s/ Kevin S. Costanza

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