IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF LAND

Charles Marier, aka Chuck Marier, aka Chaz Marler, aka Game Night Picks YouTube Channel, Plaintiff, vs. Rodney Smith, aka Watch It Played YouTube Channel, Defendant.	)))) Case No.: ____________)) **COMPLAINT**)) (Breach of Fiduciary Duty of Loyalty;) False Light; Defamation;) Declaratory Judgment))) **Economic damages $220,264;**) **Noneconomic damages $1,000,000;**) **Disgorgement; Declaratory relief;**) **Injunctive relief; Attorney fees;**) **Filing fee; Interest; Costs**)) **DEMAND FOR JURY TRIAL**)

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Plaintiff Charles Marier alleges as follows:

INTRODUCTION

This case arises from the destruction of a six-year partnership that built a joint YouTube vlog business on which Plaintiff, a Lane County resident, relies for his and his family's livelihood. A YouTube vlog business generates revenue through advertising, paid sponsorships, subscriptions, merchandise sales, and other sources. Each of these revenue streams depends on the loyalty of the channel's audience and sponsors: subscribers watch, share, and financially support a channel because of their attachment to the on-screen talent, and sponsors purchase advertising because of the audience that talent attracts. When two creators jointly present themselves to an audience for years, they jointly build the goodwill that drives every one of these revenue streams. Each partner's financial interest is bound to the other's, because the audience perceives them as a unit.

In Oregon, a partnership is formed when two or more persons carry on as co-owners a business for profit, whether or not the persons intend to create a partnership. A partnership need not encompass every aspect of the parties' relationship; a partnership may exist as to a discrete portion of a relationship even if the broader relationship does not constitute a partnership. Here, the partnership extended beyond any single revenue stream: the entire relationship was built on a joint on-screen personality, and the collaboration for growing the goodwill of the channel was the underlying force for all of the revenue streams described below. Partners owe each other fiduciary duties of loyalty, among other duties. Each partner must account for partnership property, refrain from dealing adversely with the partnership, and act in good faith through the winding-up of the business. Partners also share an expectation of

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privacy with respect to the confidential business information exchanged within the relationship. That expectation of privacy persists through dissolution and winding-up, because the duty of loyalty does not end when partners agree to separate.

Defendant violated these duties. Plaintiff and Defendant merged their YouTube channels in 2020, shared profits, represented themselves as a team, jointly managed the business, and finally agreed to separate in December of 2025. After the agreement to amicably separate, Defendant published Plaintiff's proprietary data alongside false statements across multiple platforms and directly contacted Plaintiff's contractual counterparties to destroy Plaintiff's livelihood. Defendant obtained the proprietary data through credentials granted during the partnership. Plaintiff's niche industry goodwill, which he had contributed to the partnership and continued to build as his principal employment over years, was suddenly irreparably damaged.

PARTIES

1. Plaintiff Charles Marier ("Marier") is an individual residing in Lane County, Oregon. Plaintiff controls and operates the YouTube channel "Game Night Picks," focused on board game informational and vlog content. Plaintiff relatedly operates Stepping Stone Media, Inc. ("SSM"), an S corporation, doing business as TableTop Media Makers ("TTMM"), which sells advertising services to board game publishers.

2. Defendant Rodney Smith ("Smith") is an individual residing at 376 S. Montague Road, Montague, Prince Edward Island C0A 1R0, Canada. Defendant operates the YouTube channel "Watch It Played," focused on board game instructional and informational content.

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JURISDICTION AND VENUE

3. This Court has jurisdiction over this matter under ORCP 4(L), which extends personal jurisdiction to the limits of federal due process.

4. This Court has specific personal jurisdiction over Defendant under the purposeful-availment test. Beginning in approximately March 2020, Defendant voluntarily entered into an ongoing business relationship with Plaintiff, an Oregon resident, and maintained that relationship for approximately six years. Defendant purposefully availed himself of the privilege of conducting business in Oregon through the following contacts, each of which Defendant initiated or voluntarily sustained:

a. Defendant held manager-level credentials on Plaintiff's Oregon-based YouTube channel ("Game Night Picks"), which gave Defendant direct access to Plaintiff's private channel analytics, revenue data, subscriber information, and administrative controls located on servers accessed and managed from Oregon.

b. Defendant co-produced video content with Plaintiff that was created, in part, in Oregon, and that generated advertising and sponsorship revenue flowing to and from Oregon.

c. Defendant was a member of Telegram Games LLC, a limited liability company organized under Oregon law (Oregon Secretary of State Registry)[1] with its principal place of business in Portland, Oregon. Defendant is listed on the entity's filing with the Oregon Secretary of State as a "Member" (MEM), not merely as an agent or service provider. Defendant's membership in an Oregon LLC constitutes a direct, voluntary affiliation with an Oregon business entity formed as part of the parties' business relationship.

d. Defendant regularly received payments originating from Oregon and sent payments into Oregon.

[1] Telegram Games LLC, Oregon Secretary of State, Business Name Registry, https://sos.oregon.gov/business/Pages/find.aspx (last visited Apr. 10, 2026).

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e. Following the dissolution of the parties' business relationship, Defendant directed intentional tortious conduct at Plaintiff in Oregon, including publishing accusations about Plaintiff's Oregon business, disclosing Plaintiff's private business information, and directly contacting Plaintiff's contractual counterparties. Defendant knew or should have known that Plaintiff would bear the brunt of the resulting harm in Oregon.

5. Venue is proper in Lane County under ORS 14.080 because the cause of action arose in Lane County, where Plaintiff conducts business and where the harmful effects of Defendant's conduct were felt.

FACTUAL ALLEGATIONS

A. The Partnership

6. Beginning on or about March 21, 2020, Plaintiff and Defendant entered into a collaborative business relationship involving the joint production, management, and monetization of YouTube content related to board games. Over the following six years, the parties shared profits and losses from multiple revenue streams, jointly managed the business, contributed property and services, and held themselves out as partners to third parties and to the public. A timeline depicting the key events described herein is attached as Exhibit C.

7. Between 2019 and 2022, Plaintiff and Defendant jointly drafted at least four foundational business documents for the enterprise, each containing interleaved comments from both parties reflecting equal authorship. These documents set forth the enterprise's mission statement, business plans, and a joint exit strategy providing that "either one of us is free to back out if this arrangement isn't working," to which Defendant expressed agreement. In a jointly authored document titled "What Chuck & Rodney Want," created in early 2020,

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both parties set forth their respective goals and expectations for the partnership, including Plaintiff's stated desire to "NOT be someone else's employee" and to find a partner who "takes the business as seriously as I do."

8. A jointly written planning document titled "Monetization - From A Job To A Business In Forty-Thousand Simple Steps" memorializes the date the parties agreed to begin, stating: "Today, Rodney & Chuck reached a place where they both felt they were ready, and officially agreed to start working on this venture together. The next chapter in their adventure begins now." A separate jointly authored document titled "2021 Planning & Whatnot" records the following as one of the year's accomplishments: "Rodney & Chuck launched a creative partnership in March 2020."

9. On May 5, 2020, both Plaintiff and Defendant published videos on their respective YouTube channels announcing the collaboration. In Defendant's announcement video on the Watch It Played channel,[2] Defendant described the collaboration as a joint venture, stating: "**we got to talking about some of our hopes and dreams and what we wanted for the future of our channels and it turned out that we shared a lot of the same goals and valued many things the same way both in front of and behind the camera.**" Defendant announced: "**so we started discussing what it would look like if we joined forces on this channel here, bringing over some of the content from his channel but also starting to develop new shows together, while allowing me to remain primarily focused on the tutorial videos.**" Defendant described Plaintiff's independent value, stating that Plaintiff "was already doing them better than I imagined that I could." Defendant announced a formal launch: "after a lot of planning we're going to kick off this new collaboration in the second week of May which is May 11th 2020." Over the course of the collaboration, Plaintiff and Defendant assembled a team of six content creators, including themselves, to produce shows for the Watch It Played channel. Plaintiff and Defendant managed the team and made all strategic and financial

[2] Rodney Smith, "Year In Review & New Shows!," Watch It Played, YouTube (published May 5, 2020), originally publicly available at https://www.youtube.com/watch?v=84T7NY3_T5g (access restricted by Defendant as of Apr. 11, 2026).

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decisions for the enterprise; the other four team members were compensated for their on-screen contributions but did not participate in management or financial planning.

10. At the time of the collaboration, Plaintiff operated a YouTube channel called "Pair of Dice Paradise" focused on board game reviews and content, with approximately 20,400 subscribers.[3] When Plaintiff joined forces with Defendant, Plaintiff ceased all public-facing production on the Pair of Dice Paradise channel, which remained publicly dormant for nearly five years. Plaintiff's last public video on the channel before the gap was titled "Why this channel may NEVER be the same," published May 5, 2020. At the same time, the Watch It Played YouTube channel had approximately 175,000 subscribers. The Watch It Played channel's subscriber growth during the partnership is depicted in Exhibit D, attached hereto.

11. Also in May 2020, Plaintiff and Defendant established mutual Manager-level access (the highest non-Owner level) to each other's YouTube channels. Defendant held Manager-level access to Plaintiff's channel, and Plaintiff held the same level of access to Defendant's "Watch It Played" channel. Manager-level access gave each party direct access to the other's private channel analytics, revenue data, content management tools, and administrative controls.

12. Beginning in 2020, and continuing as additional accounts were created, Defendant provided Plaintiff with login credentials and managerial access to Watch It Played social media accounts, including YouTube and X (Twitter); the Watch It Played Patreon (which publicly launched in January 2021); the Watch It Played Discord (which opened in November 2022); and the Watch It Played Bluesky account (created in 2023). Plaintiff posted content on behalf of Watch It Played on each of these platforms. Potential advertising sponsors who emailed Defendant were forwarded to Plaintiff to continue the conversation and secure sponsorships for the Watch It Played videos that Plaintiff produced.

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[3] SocialBlade, Pair of Dice Paradise YouTube Channel Statistics, https://socialblade.com/youtube/channel/UClscaCqEF57mJyacc3gQ6Jw (last visited Apr. 10, 2026).

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13. Beginning in 2020, Plaintiff and Defendant set up the Watch It Played Patreon together, which publicly launched in January 2021. Plaintiff and Defendant managed the Patreon together and produced a joint video to announce it.[4] Plaintiff and Defendant jointly authored a detailed planning document titled "Patreon Playbook," which "establishes the guidelines for operating" the parties' joint crowdfunding initiatives. The Patreon Playbook set an agreed financial split of Patreon income: Defendant 25%, Plaintiff 25%, with the remaining 50% allocated to two other team members (20% each) and a 10% reserve. The document jointly brainstormed 17 exclusive content offerings, conducted a competitive analysis, established tier pricing, and included a jointly written video script for the Patreon launch. The document uses "we," "our," and "us" throughout, and refers to "Rodney & Chaz" as co-equal leaders. In the published Patreon launch video, Defendant described the collaboration as follows: "**Chaz and I started working together to produce additional shows for Watch It Played.**"

14. In mid-to-late 2022, Plaintiff set up the Watch It Played Discord server, which opened to the public on November 2, 2022. Plaintiff co-managed the server with Defendant, maintaining a daily presence posting and replying to messages for months.

15. In December 2020, Defendant paid Plaintiff a $3,000 holiday bonus.

16. In the first year of the collaboration (May through December 2020), Plaintiff published 33 videos on the Watch It Played channel, representing 33% of all videos published on the channel that year, generating 40.5% of the views, 38.1% of new subscribers, 35.4% of the watch time, and 40.7% of the AdSense revenue. Plaintiff's contributions to the channel's metrics are depicted in Exhibit D.

17. Beginning in approximately July 2020, approximately two months after the parties began their collaboration, Defendant began making monthly payments to Plaintiff. These payments originated after the parties discussed what it would take for Plaintiff to "close the

[4] Watch It Played, Patreon Launch Video, YouTube, originally publicly available at https://www.youtube.com/watch?v=h5Mpinv0irc (access restricted by Defendant as of Apr. 11, 2026).

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gap" financially. The parties referred to these payments as a "subsidy." Plaintiff was the only team member to receive such recurring payments. Beginning in approximately February 2021, the monthly amount was formalized according to a formula: $63.61 times the number of days in the month, plus $10.03 times the month number (1 for January through 12 for December), yielding approximately $23,999.99 per year. In addition to the formula payments, Plaintiff received a separate monthly Patreon profit share as described in paragraph 18, bringing Plaintiff's total recurring payments from Defendant to approximately $30,000 per year. These payments were separate from, and in addition to, the direct sponsorship revenue received by Plaintiff, which was the largest source of Plaintiff's income. In the "2021 Planning & Whatnot" document, Defendant stated that one of his goals for 2021 was to "**Help Chuck reach his monthly financial goals.**" The complete history of monthly payments from Defendant to Plaintiff is depicted in Exhibit D, attached hereto.

18. Beginning in February 2021, Plaintiff received a portion of the Watch It Played monthly Patreon revenue under the profit-sharing arrangement described in paragraph 13.

19. Throughout the partnership, Plaintiff and Defendant conducted regular meetings via Zoom and Telegram video calls to discuss planning, strategy, and finances, including regularly scheduled Wednesday meetings. Plaintiff and Defendant conducted annual "Planning & Whatnot" meetings, exclusive to the two of them, documented for the years 2021, 2022, and 2024.

20. Starting with the October 2021 invoice, team member expenses were shared between Plaintiff and Defendant through a reconciliation system in Plaintiff's monthly invoices. The line items functioned as internal partnership accounting entries reconciling cross-party expenses and revenues, not as arm's-length invoices for contracted services.

21. In at least ten emails to third-party business contacts between October 2021 and May 2024, Defendant introduced or referred to Plaintiff as his partner. These representations to

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third parties include:

a. On October 5, 2021, in an email to a representative of a board gaming organization, Defendant wrote: "**my business partner on the channel, Chaz Marler.**"

b. On June 10, 2022, in an email to a representative of a crowdfunding platform, Defendant wrote: "**my partner in these projects.**"

c. On September 25, 2022, in an email forwarding a business inquiry to Plaintiff, Defendant wrote: "my business partner Chaz."

d. On April 18, 2023, in an email to a representative of an online board game platform regarding a sponsored segment deal, Defendant wrote: "**my production partner Chaz.**"

e. On May 16, 2023, in an email to a representative of a board game publisher, Defendant wrote: "my partner Chaz."

f. On September 13, 2023, in an email to a representative of a board game publisher, Defendant wrote: "my partner Chaz Marler."

g. On October 1, 2023, in an email to a representative of a board game publisher, Defendant wrote: "my partner Chaz."

h. On January 29, 2024, in an email to a representative of a board game publisher, Defendant wrote: "my partner Chaz."

i. On May 8, 2024, in an email to a representative of a board game publisher, Defendant wrote: "my partner Chaz Marler."

j. On May 15, 2024, in an email to a representative of a board game publisher, Defendant wrote: "my partner Chaz."

In each of these emails, Defendant introduced Plaintiff as his partner in the context of deferring business operations to Plaintiff, including ad production, payment processing, sponsorship management, and invoicing.

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22. In November 2021, Defendant paid Plaintiff a $1,000 holiday bonus.

23. In calendar year 2021, Plaintiff published 68 videos on the Watch It Played channel, representing 40.4% of the channel's output. Of that year's videos, Plaintiff's videos generated: 45.4% of the views, 41.7% of new subscribers, 39.1% of the watch time, and 46.8% of the AdSense revenue. Plaintiff introduced himself in most Watch It Played videos as "Chaz from Watch It Played." Plaintiff and Defendant presented themselves as partners in multiple videos published on the channel. Social media posts featured both. In the "2021 Planning & Whatnot" document, Defendant stated one of his goals as: "**Create more cross-over content in the Top 10s and other videos we create.**" In the "2022 Planning & Whatnot" document, Defendant stated one of his goals as: "**Not have to worry about advertising for all the various top 10s, news, and other shows. Knowing that it's taking** [sic] **care of itself without my continual intervention/management.**"

24. In June 2020, Plaintiff custom-built the enterprise's intranet website. All six team members had access to the intranet, but Plaintiff and Defendant shared access to private sections reserved exclusively for the two of them, where they cooperatively managed administrative tasks including financial, creative, marketing, and advertising responsibilities, and tools to assign tasks to team members and manage an upcoming video schedule.

25. Plaintiff built, hosted, and managed multiple Watch It Played online resources: the Watch It Played website; the intranet described in paragraph 24; an online portal for sponsors to purchase, provide assets for, and monitor the performance of their advertisements; an email newsletter creation, delivery, and performance monitoring system; a tool for Defendant to generate invoices for videos he produced; and an online tool for playing games with the audience in real-time during livestreams.

26. Plaintiff created and managed a DBA of "Watch It Played West" to appear on billing statements for video projects. Plaintiff used the "Watch It Played West" merchant

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account to process credit card payments from sponsors, and this name appeared on sponsors' credit card statements. Defendant knew that Plaintiff was using the Watch It Played name in interactions with third parties.

27. Plaintiff built, maintained, and hosted an online Watch It Played merchandise store, which launched in February 2018. The store operated under the same revenue-sharing arrangement throughout the partnership. Defendant warehoused and shipped the merchandise. Plaintiff retained a percentage of the store's revenue.

28. In August 2022, Plaintiff and Defendant shared revenue from a live event in Los Angeles that both managed, with Plaintiff's share of the profits totaling $1,123.80. All six team members traveled to Los Angeles for the event. Plaintiff managed the event's sponsorships, which generated approximately $12,000 in gross revenue. After approximately $5,500 in expenses, the parties divided the net profit six ways.

29. In November 2022, Plaintiff produced a video which generated total billings of $5,010. Of that amount, $3,510 was allocated to Plaintiff and $1,500 was allocated to Defendant.

30. Plaintiff and Defendant attended a board game industry convention in the United Kingdom together for three consecutive years (March 2022, March 2023, and March 2024) as representatives of the Watch It Played enterprise. Each year, between four and six team members attended, but Plaintiff and Defendant led the planning, administration, and hosting of the events. Plaintiff and Defendant co-hosted audience games, tournaments, Q&A; sessions, and live shows. When Defendant became ill at one such convention, Plaintiff took over the master of ceremonies duties as the public face of Watch It Played.

31. From 2022 through 2025, Plaintiff collaborated on the development of Watch It Played B2B sales materials, and Plaintiff's likeness was featured prominently in those materials, as well as in branding images posted on Watch It Played social media accounts.

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32. From November 2020 through October 2025, Plaintiff and Defendant published 34 Watch It Played email newsletters, sent to a mailing list of 125 to 195 mutual publisher contacts (sponsors).

33. In January 2023, Plaintiff's monthly Patreon payments were moved to become a line item on the monthly invoices Plaintiff submitted to Defendant.

34. In July 2023, Plaintiff and Defendant shared revenue from a live event, with Plaintiff's share totaling $1,140.22.

35. At the end of 2023, Defendant reported to Plaintiff that Defendant had earned roughly $60,000 less in 2023. To shoulder the burden of Defendant's reduced income, Plaintiff voluntarily reduced his own monthly payment by $1,000 per month for five invoices (February through June 2024), recorded as an "Administrative, Marketing & Promotion Adjustment" credit.

36. In calendar year 2023, Plaintiff published 70 videos on the Watch It Played channel with an average of 13,218 views per video.

37. In November 2024, Plaintiff had business cards printed identifying himself as "Chaz Marler" with the Watch It Played branding, reflecting his role as a public-facing representative of the enterprise.

38. Plaintiff and Defendant shared access to online creative resource accounts, pooling their tools for video production.

39. Defendant shared trade secrets with Plaintiff that were not shared with others, including private conversations and a training series of videos produced privately for Plaintiff.

40. On December 11, 2024, Defendant sent Plaintiff a private message on the Watch It Played Slack, instructing Plaintiff to "add $1,200 to your next invoice marked as 'Year End Planning'. My little Merry Christmas to you." This $1,200 year-end bonus appeared in an invoice. In January 2026, Plaintiff's invoice included a separate $3,000 "Holiday Bonus." The

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invoicing system as a whole functioned as a partnership accounting mechanism in which income and expenses were allocated between the parties, not as billing for arm's-length contracted services.

41. By February 2025, all four service line item categories (Administrative Services, Web Development, Marketing, and Video) were reduced to $0.00. Yet Plaintiff's production of videos for the Watch It Played channel continued uninterrupted even after the recurring payments stopped. Plaintiff continued because Plaintiff's publications on Watch It Played were part of a joint effort in which both Plaintiff and Defendant profited from the combination of their activities. If the relationship had been an arm's-length service contract, Plaintiff would have stopped working when the payments stopped.

42. Also beginning in February 2025, Plaintiff's invoices included a line item reflecting Plaintiff's share of YouTube AdSense revenue generated by the videos Plaintiff produced on the Watch It Played channel. Plaintiff's share was calculated based on the monetization attributable to the specific videos Plaintiff produced.

43. In approximately February 2025, Plaintiff rebranded the dormant Pair of Dice Paradise channel to "Game Night Picks" and began posting new content on it, while continuing to produce videos for Watch It Played. During the nearly five dormant years, the Pair of Dice Paradise channel's subscriber count had declined slightly from 21,290 to 20,048, while Watch It Played had grown from approximately 175,000 to approximately 380,000 subscribers. By January 2026, Watch It Played had approximately 412,000 subscribers. The approximately 237,000 subscribers gained during the partnership period were jointly built by both parties' efforts. When the partnership dissolved, the audience Plaintiff helped build remained on Defendant's channel. After Defendant's February 9, 2026 publications, the Watch It Played channel continued to grow, reaching approximately 416,000 subscribers by April 2026, while the Game Night Picks channel lost 2,847 subscribers between February 9 and March 28, 2026.

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44. By posting their respective videos on the same YouTube channel, Plaintiff and Defendant shared a common subscriber base. Each video posted by either party was promoted by YouTube's algorithm to the channel's subscribers, regardless of which party produced it. The sponsorship revenue generated by each video was a direct function of the subscriber count, because sponsors paid based on the anticipated audience each video would reach. Plaintiff and Defendant each contributed to the growth of the shared subscriber base: Plaintiff's videos attracted subscribers who then watched Defendant's videos, and vice versa.

B. The Agreement to Separate

45. On December 18, 2025, Plaintiff and Defendant agreed via a Telegram video call to cease their collaboration and end their business relationship.

46. The verbal agreement to separate included specific terms. Plaintiff would produce the three remaining sponsored Watch It Played videos that he was scheduled to produce. Each video would be published on the Watch It Played channel and would include a joint statement by both parties announcing the amicable separation. The content of those departing statements was to communicate that Plaintiff was moving the videos he produced to his Game Night Picks channel, that Defendant wished him well, and that Defendant would point the audience to the Game Night Picks channel and its Patreon. The purpose of this approach was to avoid public controversy.

47. The December 18, 2025 agreement constituted dissolution of the partnership under ORS 67.290(1), which provides that a partnership at will is dissolved upon the express will of a majority of the partners. Both partners expressed their will to cease the collaboration on that date. Under ORS 67.295, the partnership did not terminate upon dissolution; it continued in existence solely for the purpose of winding up its business affairs.

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C. The Winding-Up Period

48. Following the December 18, 2025 dissolution, the partnership entered a winding-up period during which both parties continued to owe each other fiduciary duties under ORS 67.155.

49. On December 20, 2025, two days after the agreement to separate, Defendant sent Plaintiff a text message asking what Plaintiff had told the other team members about the December 18 meeting. In the same exchange, Defendant pressured Plaintiff to tell the team members a fabricated version of the December 18 conversation: specifically, that Plaintiff had called the meeting to tell Defendant that Plaintiff had decided to leave Watch It Played. This was not what happened. Defendant also sent Plaintiff four audio messages in a frustrated tone on the same date, further pressuring Plaintiff about the narrative.

50. On January 26 and 27, 2026, Defendant sent Plaintiff Slack messages outlining a plan to shut down the existing Watch It Played Patreon "on or very close to March 31st" and to "send out a message to all Patreon backers to notify them of the coming change, to thank them for their support of our collaborative projects, and where they can find all of your continued work and how they can support your related Patreons." This plan was consistent with the December 18, 2025 agreement to wind up the partnership in an orderly manner.

51. Two of the three agreed-upon joint-statement videos were published on the Watch It Played channel as planned. Each video contained a departing statement by Plaintiff and a response by Defendant consistent with the agreed-upon terms. The contemporaneous publication of these videos confirms that both parties initially acted in accordance with the December 18, 2025 agreement.

52. On February 9, 2026, before the third joint-statement video could be published, Defendant abandoned the orderly winding-up plan and published unilateral statements about Plaintiff across three platforms:

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a. An unlisted YouTube video on Defendant's "Watch It Played" channel, in which Defendant accused Plaintiff of unethical business practices regarding the sale of advertising to board game publishers, including statements about how Plaintiff addressed pricing for video views generated through YouTube's advertising tools.[5]

b. A text document titled "Report on Unethical Practice in Board Game Media Ad Sales," distributed by Defendant via a publicly accessible Dropbox link and shared across multiple platforms, containing detailed accusations against Plaintiff's business practices and disclosing Plaintiff's private channel analytics data.[6]

c. Posts published by Defendant on BoardGameGeek, a prominent online forum for the board game community, containing further accusations against Plaintiff's business practices and statements about YouTube's advertising tools.

In addition to these public publications, on the same date Defendant contacted Plaintiff's contractual counterparties (board game publishers who had purchased advertising from Plaintiff) by email, sending them Plaintiff's private business data and characterizations of Plaintiff's business practices.

53. Also on February 9, 2026, Defendant sent Plaintiff an email at 6:56 a.m. PT cancelling the third agreed-upon joint-statement video, which had two sponsorship ads already sold. By publishing the unilateral statements described in paragraph 52 and cancelling the final joint video, Defendant abandoned the orderly winding-up the parties had agreed to on December 18, 2025, including the Patreon transition plan Defendant had outlined in his January 26-27, 2026 Slack messages (paragraph 50).

54. After publishing his statements on February 9, 2026, Defendant also abandoned the sunset plan for the Watch It Played Patreon and chose to keep it open. The original Watch It Played Patreon was created to have its revenue shared among all six Watch It Played team members, including Plaintiff, under the profit-sharing arrangement described in paragraph 13.

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[5] Rodney Smith, Unlisted Video, Watch It Played, YouTube (Feb. 9, 2026), https://www.youtube.com/watch?v=fHXGWflPj4c.

[6] Rodney Smith, "Report on Unethical Practice in Board Game Media Ad Sales," distributed via Dropbox (Feb. 9, 2026), https://www.dropbox.com/scl/fi/o8ovtpzw9fs5a9p2wb7v8/Report-On-Unethical-Practice-In-Board-Game-Media-Ad-Sales.pdf.

SIG:2XVIb9f8u1uBZqznKyY7yT0E7MkmZ/iFLasMdfE7G93+8I0xlv5Ia+QSmQqK2ajEP7GY4KChdScCVp0opN45BQ==

That arrangement was not merely planned; it was performed as an active profit-sharing business for over four years, with monthly distributions to each team member according to the agreed formula. After deciding to keep the original Patreon open, Defendant sent direct messages through the Patreon interface to existing patrons; at least 46 patrons replied "I understand" to these messages between the date of Defendant's publications and February 17, 2026. Defendant continues to operate the original Watch It Played Patreon to date, collecting revenue under the partnership's profit-sharing arrangement without distributing Plaintiff's share.

55. When Defendant launched his attack on February 9, 2026, the following partnership affairs remained unsettled:

a. **YouTube AdSense revenue from collaborative videos.** Collaborative videos previously published by the parties on the Watch It Played channel continued to generate YouTube AdSense advertising revenue. As of January 7, 2026, Plaintiff no longer had access to Watch It Played's analytics and therefore could not determine his share of AdSense revenue to be compensated.

b. **Plaintiff's videos on the Watch It Played channel.** Videos produced by Plaintiff on the Watch It Played channel, representing over 3,400,000 views to date, remained on the channel at the time of Defendant's publications.

c. **Final accounting.** Neither party had performed a final accounting of the partnership's finances.

d. **Outstanding invoices.** Plaintiff's February 1, 2026 and March 1, 2026 monthly invoices had not been submitted to Defendant.

e. **Defendant's retention of partnership data.** Defendant's "Manager-level" account for the Game Night Picks channel, and all of Defendant's access to its back-end data, was terminated on January 7, 2026. However, channel analytics data that Defendant

SIG:kMdwj5yIEmndffUTX4lmaej/4pTvkqzwfOJ6uhgKvGGM0nMC6ibtnyrFrHpnwC/B4iLX5uQ5EWXUKxRZ+F3fAA==

had extracted from Plaintiff's channel before that date remained in Defendant's possession.

f. **Watch It Played Patreon revenue.** The original Watch It Played Patreon, operated as a profit-sharing business for over four years as described in paragraph 54, continued to generate revenue. Defendant had abandoned the agreed sunset plan and was collecting Patreon revenue without distributing Plaintiff's share.

g. **Partnership goodwill.** The goodwill that Plaintiff had contributed to the Watch It Played brand over six years of joint on-screen appearances, audience engagement, and community building had not been accounted for or divided.

D. Defendant's Publications and Conduct

56. In each of the publications described in paragraph 52, Defendant referred to Plaintiff only as "The Owner of Game Night Picks" rather than by name.

57. Plaintiff's audience and the board game community understood this reference to identify Chaz Marler, the operator of Game Night Picks. Multiple online forums, YouTube commentary channels, Reddit threads, and social media posts identified Plaintiff by name in response to Defendant's publications, demonstrating that the reference was understood by the relevant community to refer to Plaintiff.[7]

The specific false statements and Defendant's knowledge of their falsity:

58. In the YouTube video, Defendant discussed the December 18, 2025 conversation with Plaintiff and published the following false statement:

> *"He expressed how providing discounts to publishers would fix what he was doing."*

[7] Reddit, r/boardgames: "Watch It Played, Game Night Picks, and Unethical Practice," https://www.reddit.com/r/boardgames/comments/1r074aq/; "Game Night Picks' response statement," https://www.reddit.com/r/boardgames/comments/1r0u8cp/ (last visited Apr. 10, 2026).

SIG:Gq6l1u2Bq/ynDYgT+PIiaCh52gvKokfFTyJimzT0cEMle5BFU2N4UNWV4GroKKNJ3IOKiakyELU9SADlU7qXDw==

This statement is false. At the time of the December 18, 2025 conversation, seven invoices were affected by the video view promotion feature: one from October 2025, three from November 2025, and three from December 2025. Invoices became due 30 days after the video aired. By December 18, three of the seven invoices had already been sent and billed with discounts proactively applied; the remaining four had not yet been sent because they were still within their 30-day billing cycle. Plaintiff had already provided discounts on all submitted invoices, as evidenced by dated invoices and bank records. Defendant's statement falsely implies that Plaintiff offered to provide discounts only after being confronted by Defendant, and that absent Defendant's intervention, no discounts would have been issued. In fact, Plaintiff had already proactively applied discounts to every invoice that had become due before the December 18 conversation took place.

59. In the text document distributed via Dropbox and other channels, Defendant published the following false statement:

> *"The owner of Game Night Picks informed me that discounts had been issued to some publishers, and that the same would be done for others who bought ads during the November to December period."*

This statement is false for the same reason set forth in paragraph 58: by the time of the December 18, 2025 conversation, Plaintiff had already applied discounts to every invoice that had been submitted for the affected period, and the remaining four invoices for the affected videos were not yet due. Defendant's statement causes others to believe that Plaintiff did not apply discounts by his own initiative to invoices affected by the video view promotion feature.

SIG:rXTuOIbq7VHIcDRXzo0NlLQusmGXHabjc9ykEdj3Uxrsdf+Cn2JajOkrZ9QAeqOeo4pzrnDdnukc/AVeWPt5DQ==

60. In the text document distributed by Defendant, and subsequently republished on BoardGameGeek and other platforms, Defendant published the following false statement:

> *"The 'YouTube Advertising' feature can also be used to pay Google to provide a channel with new subscribers."*

This statement is false. YouTube's advertising tools do not provide a mechanism to pay Google for subscribers.

61. In the text document distributed via Dropbox and other channels, Defendant published the following false statement:

> *"Early in 2025, the owner of Game Night Picks adopted a 'per view' fee structure for ads sold on their channel."*

This statement is false. Plaintiff did not adopt the per-video-view fee structure "early in 2025." It has been in use since August 2020 for ads sold on both Watch It Played and TableTop Media Makers, as evidenced by the published rate information on WatchItPlayed.tv and TableTopMediaMakers.com.

62. Defendant knew the per-video-view billing structure was standard practice because Defendant himself used the same structure for ads sold on his own Watch It Played videos throughout the partnership.

63. In posts on BoardGameGeek, Defendant published the following false statement:

> *"YouTube does not care at all about the engagement your video will get from these 'extra views.'"*

SIG:fVCodrOGI/O43EMOYCacIsMRY0bYrMuYkuWVzS0SBrrJ3m4epaGWLaYrQNxGUSCqhbDkBKcn2jU33deY1vmvCQ==

This statement is false. YouTube's own documentation, specifically the "Engagements" section of its page titled "About YouTube ads and view metrics," explains how engagement is tracked and measured for advertising video views.

64. YouTube's own published documentation, specifically the page titled "About YouTube ads and view metrics," describes a paid advertising system operated through Google Ads under which a creator may pay for impressions and ad placements, including the "TrueView" format in which the advertiser pays only when a viewer chooses to watch the ad. YouTube classifies subscribers as "Earned actions" that occur organically after a viewer's exposure to advertising; YouTube does not provide a mechanism by which a creator can directly purchase subscribers. YouTube's advertising system does not permit a creator to pay YouTube to show a specific video to a specific named individual; ad targeting is based on demographic and interest categories selected at the campaign level. YouTube's documentation further explains that engagement metrics, including likes, comments, shares, and watch time, are tracked and measured for advertising impressions.[8]

65. In posts on BoardGameGeek, Defendant published the following false statement:

"they now have the 40,000 views they promised their video would get"

This statement is false. Neither Plaintiff nor TableTop Media Makers promises a specific number of video views to publishers. Plaintiff provides estimates based on previous video performance, not guarantees. This distinction is documented in the TTMM Ad Purchase Agreement.

66. Defendant had direct knowledge of, or ready access to knowledge of, the falsity of the statement in paragraph 65. Defendant forwarded sponsor inquiries to Plaintiff throughout

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[8] YouTube Help, "About YouTube ads and view metrics," https://support.google.com/youtube/answer/2375431 (last visited Apr. 10, 2026).

SIG:Vmf6s3LgW82DtbzSDhIdO4X+iOfN0rNjX45S7DMWt377OR4Pl5XYEMQ3pjTYB7+Ott+rIDcSWzURShPyy21KAQ==

the partnership. Defendant had access to the TTMM platform where the Ad Purchase Agreement terms were published, and where the distinction between estimates and guarantees was documented.

Additional false and misleading statements contributing to the false impression:

67. In posts on BoardGameGeek, Defendant published additional false statements that contributed to the false impression described below. These statements systematically mischaracterized how YouTube's promotional tools function, reinforcing the false impression that Plaintiff engaged in deceptive or fraudulent business practices:

> *"if you, as a YouTube creator, want to give [YouTube] your money, they'll put your video in front of whoever you want."*

This statement is false. YouTube Promotions allow displaying a video to targeted demographics (age, sex, location, interests) but do not allow a creator to place a video in front of "whoever you want."

> *"you (as the YouTube creator) know those views you are paying Google for have absolutely no value"*

This statement is false. Views generated through Google's promotional services have value to the content creator, to Google and YouTube, and to the viewer who otherwise may not have discovered the content.

> *"These are useless views"*

SIG:SNNXE7OetnvB2z2wYm4FltyxuB30+mH4NtLUp6l/zsIDALOBBR7rA8rz/R9H3wPzzxB2vqkc6kMDoinl3RLkCQ==

This statement is false. Promoted views are not useless; they have value to the content creator, to Google and YouTube, and to the viewer who otherwise may not have discovered the content. YouTube's own Promotions management interface includes a column reporting the estimated number of additional video views generated by users up to thirty days after they engaged with a Promotion, demonstrating that viewers reached through Promotions continue to watch additional content on the promoted channel.

> *"You can pay YouTube to give you views on a video. You can pay YouTube to give you subscribers. You can pay YouTube to do both."*

This statement is false as to subscribers. A creator can purchase ad placements through Google Ads, including "TrueView" formats in which the advertiser pays per viewer-elected watch. YouTube classifies subscribers, however, as "Earned actions" that occur organically after viewer exposure to an advertisement, and does not offer a mechanism by which a creator can directly purchase subscribers. The decision to subscribe is action taken by the user, not purchased by the creator.

68. Defendant acknowledged his unfamiliarity with the YouTube Promotions tool and his refusal to learn how it works, stating: "There are things I understand about this 'views and subscriber buying' feature and there are things I do not understand about this feature. I have never used it. I will never use it." Despite this admitted ignorance, Defendant published the specific false characterizations of the tool's functionality identified in paragraphs 60, 63, and 67. Defendant's admitted unfamiliarity with the tool, combined with his publication of specific factual claims about how it functions, demonstrates that Defendant published those claims without regard for their truth or falsity.

SIG:DdENG3ZSMCLoi3lHWl5/pMCf/sWIj0SfHp3/nxgGXDKFPj9IDT62Bj/uAOk4nRg1csBgnOJkQWV4vl3RXj4eAw==

69. Defendant acknowledged that his use of Plaintiff's private analytics data was improper, stating: "I have the screenshots and can prove everything" and "I can not share the screenshots without risk to my own channel (YouTube does not allow you to freely show other people's analytics)." Defendant's own words confirm that YouTube prohibits sharing another channel's analytics, yet Defendant extracted and published Plaintiff's private data.

70. On February 14, 2026, Defendant published the following false statement on BoardGameGeek:

> *"Watch It Played had NO formal relation to GNP except that the owner of GNP also made videos on WiP for six years (and our personal friendship that extended before that). There were zero business or creative ties between the two companies * * *"*

This statement is false. In addition to the extensive partnership alleged above, and in addition to Defendant's access to the TTMM platform alleged in paragraph 66: advertisements for the Game Night Picks YouTube channel and the GameNightPicks.com website ran in multiple videos airing on the Watch It Played YouTube channel during 2024 and 2025. On January 26, 2026, Defendant added a link to the Game Night Picks Patreon to the description of a video hosted on the Watch It Played channel. In January and February 2026, Defendant made cameo appearances in episodes of long-running monthly series that were produced and hosted by Plaintiff and published on the Watch It Played channel, in which Defendant encouraged viewers to visit the Game Night Picks YouTube channel and support its Patreon. Defendant held a "Manager" level user account on the Game Night Picks YouTube channel and used those credentials to extract Plaintiff's private analytics data without Plaintiff's knowledge, and then distributed that data without Plaintiff's consent. Defendant's statement

SIG:x/tXXVUaBVf8Tu8f+kpYCu05UuC/dDYGwW9uhm4WjEHnzHgf2kziM8iG+DY0YuUOb+jNZnoEBeK1bsF9TTIgAQ==

that there were "zero business or creative ties" between Watch It Played and Game Night Picks is contradicted by each of these facts, all of which were within Defendant's personal knowledge.

Defendant's selective and misleading presentation of data:

71. Defendant's publications presented some true information alongside the false statements identified above, creating an overall impression that Plaintiff engaged in unethical practices, fraud, or criminality in his dealings with board game publishers. A complete display of the facts would not create such an impression. Defendant characterized Plaintiff's conduct as "entering into the realm of fraud."

72. Defendant's publications included a viewer-retention graph taken from Game Night Picks' private YouTube account data without Plaintiff's knowledge or consent. Defendant never had access to Game Night Picks' actual promotions data. The video Defendant selected as his example showed a 3% retention rate, but Defendant omitted that such drop-offs are a normal pattern for long-duration YouTube videos. Plaintiff's actual retention rates across various videos ranged from 3% to 43%, including rates of 11%, 14%, 17%, 29%, 33%, and 42%. Defendant selected the single lowest-performing example and presented it as representative of Plaintiff's work.

SIG:rpgArIW/6eaHjrvlC+qFibaeyZMyzX/l20n3lm2hFJs524nEhEVv/SwjsuAAZQr9gEaUEYdcE7TJ7M9CI0QFBw==

The false impression created:

73. The false light in which Defendant placed Plaintiff would be highly offensive to a reasonable person because Defendant's publications impugned Plaintiff's professional integrity, accused Plaintiff of defrauding his counterparties, and subjected Plaintiff to public shaming before the board game content creation community in which Plaintiff earns his livelihood. Defendant's publications generated substantial hostile public reaction directed at Plaintiff across YouTube, Reddit, BoardGameGeek, Facebook, Bluesky, and other platforms, totaling at least 2,073 comments and at least 18,587 reactions and votes.[10] At least four YouTube content creators in the board game community produced response videos amplifying Defendant's accusations.[9] Defendant also engaged with commenters on Reddit.

74. The hostile reaction to Defendant's publications was amplified by board game industry influencers who were close personal friends of Defendant and members of a private chat group with Defendant and Plaintiff that had been active for nearly a decade. Among the commenters who publicly accused Plaintiff of fraud were:

a. Influencer 1, host of a board game podcast. On February 11, 2026, Influencer 1 shared Defendant's Bluesky post and wrote: "it makes me sick to know that this kind of fraud goes on in our community and being perpetuated by a person I called a friend no less." Around March 3, 2026, Influencer 1 reportedly invited Defendant onto the podcast's Discord server to discuss the situation further, extending the reach of Defendant's accusations to an additional audience.

b. Influencer 2, host of a board game YouTube channel. On February 9, 2026, the same day as Defendant's publications, Influencer 2 shared Defendant's Bluesky post and wrote: "Rodney shared this with me a few weeks ago." On February 13, 2026, Influencer 2 posted on BoardGameGeek: "This isn't friends turning on each other. It's a giant P.O.S. committing fraud." Six days later, Influencer 2 edited his post, changing it

[10] @watchitplayed.bsky.social, Bluesky (Feb. 9, 2026), https://bsky.app/profile/watchitplayed.bsky.social/post/3megovgjna22h (last visited Apr. 10, 2026).

SIG:amQm2/kJUtOk4P29P31lQJz3VmTecXeWye560zDnv0dUMtOeKwzOOZAuhCaKvnwn2dNY8gZoNEh7+rMsuyhKAw==

to: "Thank you for summarizing this so eloquently."

c. Influencer 3, host of a board game YouTube channel, also commented publicly in response to Defendant's publications.

75. Influencer 2's statement that "Rodney shared this with me a few weeks ago" establishes that Defendant was privately disseminating his accusations to board game industry influencers weeks before his February 9, 2026 public publications. The coordinated timing of the influencers' public responses, their use of the word "fraud" (echoing Defendant's own characterization of Plaintiff's conduct as "entering into the realm of fraud"), and their status as members of Defendant's inner circle demonstrate that Defendant orchestrated a campaign to maximize reputational damage to Plaintiff. Defendant did not act impulsively; he prepared allies so that influential voices in the board game community would immediately amplify his accusations. This pre-publication dissemination of confidential partnership information constituted a breach of Defendant's fiduciary duty of loyalty during the winding-up period, because the partnership had not completed winding up when Defendant began sharing it.

Defendant's knowledge, intent, and motive:

76. Through the parties' six-year business partnership, Defendant had direct personal knowledge of Plaintiff's advertising practices, pricing history, and video viewership data. Defendant had Manager-level access to Plaintiff's YouTube channel analytics, including view counts and subscriber data. Defendant could view the breakdown between promoted and organic views within each video's individual analytics through his Manager-level account. However, Defendant did not have access to Plaintiff's YouTube promotion management pages, including which specific videos were promoted and how much was spent on promotion for each video. Despite lacking access to Plaintiff's actual promotion data, Defendant made specific claims about Plaintiff's use of YouTube's promotion tools.

SIG:yIgNPKRZIWhIAinX3/mq0pPqYyy8vRGZb/0BXO0ZfKWoqPSn1fr2hLjRUxxPFUhM6tpKRe0KtJC+FbYOAR4wCQ==

77. Defendant knew his publications would devastate Plaintiff's livelihood and chose to proceed. On February 8, 2026, the day before Defendant published his accusations, Defendant's mother asked him: "But do you have to ruin his life?" Defendant's response was that the harm to Plaintiff was the cost, and he had to do it. On February 9, 2026, after publishing, Defendant told three of the parties' team members what he had done and recounted this exchange with his mother. Defendant chose this course despite the parties' agreement to separate amicably through a planned series of joint videos; despite six years of partnership in which both parties shared profits, managed the business together, and represented themselves as partners; and despite Plaintiff having already applied discounts to the affected invoices before Defendant raised the issue. Defendant abandoned the agreed separation plan and instead used confidential partnership data as a weapon to destroy Plaintiff's livelihood and reputation in the community they had built together.

78. On December 11, 2024, Defendant sent Plaintiff a private message on the Watch It Played Slack stating: "I am so thankful to have someone I can be so unguarded around. To not have to worry about choosing every word, having confidence that we can navigate any topic knowing we have each other's backs." Defendant's private statement, made approximately one year before the parties agreed to separate, underscores the depth of the trust relationship he subsequently betrayed.

79. Defendant stood to profit from damaging Plaintiff's reputation. By undermining Plaintiff's credibility with publishers and audience, Defendant stood to recapture subscribers and revenue that would otherwise migrate to Plaintiff's independent Game Night Picks channel following the separation. In the days following the publications, audience members did in fact shift their financial support from Plaintiff to Defendant.

SIG:eU97hvbeGpurqBNurgJ90DQ5T8jDpOb+4zfwSPPprGh+FQGYPiIYFVmEI5bG5QhfafrU9/DhD8rdKtTMTrLyCw==

The disclosure of private information:

80. Within the publications described in paragraph 52, Defendant disclosed private channel analytics and revenue data belonging to Plaintiff and to the partnership. Defendant obtained this information through Manager-level credentials Plaintiff granted him on the Game Night Picks YouTube channel for partnership purposes. Although Defendant's Manager-level access was terminated on January 7, 2026, Defendant had extracted and retained Plaintiff's proprietary data before that termination date. Defendant then published the extracted data and sent it to Plaintiff's contractual counterparties. The credentials were granted for partnership purposes only; Defendant's use of those credentials to extract data for the purpose of injuring Plaintiff exceeded the scope of that authorization.

E. Harm to Plaintiff

Economic harm:

81. As a direct and proximate result of Defendant's conduct, Plaintiff suffered economic damages including but not limited to:

a. Lost YouTube subscribers and associated revenue. Between February 9, 2026 and March 28, 2026, the Game Night Picks YouTube channel lost 2,847 subscribers. Twenty-eight GameNightPicks.com website accounts were deleted in the same period. Four Patreon memberships were cancelled between February 9, 2026 and March 6, 2026 (out of 32 total members at the time); at least one cancelling member identified the reason for cancellation in the Patreon exit survey as "too much controversy." From February 9 through March 7, 2026, 19 publishers unsubscribed from the TableTop Media Makers newsletter.

SIG:rbGeY84j5DpkO2Gk+4U2mm1U5m3v8EGEbGSoMeenlXzpACDBL1cy7zcgLc8fHPz9sz6cDlsb1VfmCn+8y+IQAw==

b. Lost publisher advertising contracts resulting from Defendant's publications and Defendant's direct outreach to Plaintiff's contractual counterparties, including:

(i) On February 9, 2026, Publisher A cancelled two sponsor ads in upcoming videos, writing: "In light of recent events, I am requesting to cancel our advertising placements associated with Game Night Picks." On the same day, the same representative joined Defendant's Watch It Played Patreon as a paying subscriber.

(ii) On February 9, 2026, Publisher B cancelled one sponsor ad and one dedicated Show A video totaling $4,330.00, writing: "all outstanding projects between [Publisher B] and Tabletop Media Makers / Game Night Picks are on hold, and we do not authorize any payments to our cards on file."

(iii) On February 10, 2026, Publisher C initially expressed satisfaction with Plaintiff's handling of the situation but later reversed course, writing: "After reviewing the situation more carefully and discussing internally, we were not fully aware of the circumstances at the time of my earlier reply. Based on our assessment, we would like to proceed with the refund option." This resulted in the refund of a December 10, 2025 invoice in the amount of $2,439.24.

(iv) On February 12, 2026, Publisher E requested a full refund for ad spots in Show B videos, expressly referencing the catalyst as "recent statements that have been sent to publishers regarding concerns about how Game Night Picks sponsorships are billed," a direct reference to Defendant's publications and direct outreach to Plaintiff's clients.

(v) Additional publishers requested refunds and cancelled contracts in the days following Defendant's publications: Publisher F refunded $1,741.88; Publisher G refunded $1,992.53 and indicated permanent loss of the client relationship;

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Publisher D cancelled two additional upcoming sponsor ads on February 24, 2026; and the third agreed-upon Watch It Played episode (with two sponsorship ads sold to Publishers D and B) was cancelled by Defendant on February 9, 2026 as alleged in paragraph 53. In addition, sponsored episodes of Show B scheduled for February 11 and 13, 2026 were not completed and did not air after Plaintiff paused production to deal with the immediate fallout from Defendant's publications.

c. Lost collaborations. A team member and co-host cancelled a recording session that was scheduled for February 20-22, 2026, and cancelled their flight for that session on February 17, 2026. During these quarterly recording sessions, content for 18 to 21 videos is typically recorded. Additional recording sessions with two other team members that were planned for 2026 were also disrupted.

d. Loss of a potential $100,000 investment in Game Night Picks. On February 5, 2026, an investor requested that Plaintiff draft a proposal for a $100,000 investment. At a follow-up meeting on February 16, 2026 (one week after Defendant's publications), the investor indicated that they would have been willing to invest $100,000 in Game Night Picks before Defendant's February 9 publications, and that how the reputation and profitability of Game Night Picks developed in the aftermath of those publications would now be an additional factor in their willingness to proceed.

e. Lost sponsorship revenue from Show A videos. A completed Show A video for Game A, valued at $4,330, has not been released on the Game Night Picks channel because the co-host has not yet indicated they are comfortable appearing in a Game Night Picks video following Defendant's publications. On March 22, 2026, Game A's publisher posted the video on its own YouTube channel as an alternative, but the publisher has not been billed for the project because the agreed terms were for

SIG:79k7Yum60e9qtzATbKz7WMcf3d92jSRMSvLuynNsm3NItWdbnMMNQeVq/gm0sHxXcfqUvS/Joo0+zIPAreDuCQ==

publication on Game Night Picks, where the video would reach Plaintiff's audience. The value of the project remains unrealized on Plaintiff's channel.

f. Defendant capitalized on his own publications, drawing audience members and their financial support away from Plaintiff to Defendant in the days following the publications.

Uncertain and continuing harm:

82. As of the date of this complaint, it remains uncertain whether Plaintiff's Game Night Picks channel and TableTop Media Makers advertising business will recover from the reputational damage caused by Defendant's publications. Plaintiff paused video production for several weeks following Defendant's February 9, 2026 publications to deal with the fallout. Production has since resumed, but some members of the Game Night Picks team have not felt comfortable appearing on the channel, publisher relationships have been damaged or severed, and the channel's audience trust has been undermined. The harm is continuing: each day that Defendant's publications remain accessible, further damage accrues, and the business cannot resume normal operations while the false accusations remain publicly available and unretracted.

83. In the twelve months preceding Defendant's publications, Plaintiff's Game Night Picks channel and TableTop Media Makers business generated approximately $64,873 in total revenue, including TTMM sponsorship revenue from 95 invoices from 45 active publishers. In addition to this, revenue was also generated from YouTube AdSense, Patreon, and other sources. The business was on an upward trajectory: monthly sponsorship revenue had increased approximately 23% from the all-time average to the trailing-twelve-month average. In the more than two months since Defendant's February 9, 2026 publications, Plaintiff has been unable to sell a single new sponsorship, and Plaintiff's sponsorship revenue has fallen to

SIG:IYjX6JNgTd5pNQztBHad9IXHyIhVbPiGPeh89p+VJn4m57boIFMH3Ulm4ZvbYdo8zQhRhyhSXRDRx88KWY5YAA==

zero. Whether the business will recover at all remains uncertain, but the complete cessation of new sponsorship sales since Defendant's publications indicates the destruction of the business as a going concern.

Emotional harm:

84. As a direct and proximate result of Defendant's conduct, Plaintiff suffered severe emotional distress, including: lack of sleep; stress and anxiety; inability to concentrate at work (as documented in Telegram messages to a colleague); humiliation from reading online comments; retreat from social activities; loss of trust; loss of productivity (video production was paused beginning February 9, 2026); damage to personal relationships; and measurable physical harm. Plaintiff's blood pressure spiked from a 30-day average of approximately 110/75 to a peak of 155/108 on February 14, 2026 (five days after Defendant's publications), as documented by Plaintiff's health monitor. Plaintiff also experienced measurable weight loss: he weighed 183 pounds on February 5, 2026; by February 16, 2026, Plaintiff had lost 6.5 pounds to 176.5 pounds; and by March 1, 2026, Plaintiff had lost a total of 8.6 pounds to a low of 174.4 pounds, as documented by Plaintiff's health monitor.

Ongoing harm:

85. As of the date of this complaint, Defendant's text document remains publicly accessible via Dropbox link, and Defendant's YouTube video remains publicly accessible on the Watch It Played channel. The harm to Plaintiff's reputation and business is ongoing.

SIG:JIZ98HlyPomKuCs0hIGgnh/JdlqsrGZyNz2BuCRJl6MS5D4rxC6/Vjr36Zx1dWtNxYpcpqNOWSH01Bs/6s2eAw==

Retraction demand:

86. On February 22, 2026, Plaintiff, through counsel, delivered to Defendant a formal demand for correction or retraction of defamatory statements under ORS 31.215, by certified mail, return receipt requested, the method of delivery prescribed by the statute. The demand identified six specific false and defamatory statements and demanded their removal, correction, or retraction within the time prescribed by ORS 31.215(2). Defendant collected the certified mailing on March 25, 2026. Defendant failed to correct or retract any of the identified statements.

F. Confidential Information in Plaintiff's Possession

87. During the approximately six-year partnership, Plaintiff obtained and retained substantial quantities of Defendant's private business information, including: private communications between the parties on Slack, Telegram, email, and other platforms; Defendant's financial data, revenue figures, and business strategy documents; internal planning documents reflecting Defendant's proprietary business methods; and other confidential information shared within the partnership.

88. Plaintiff has retained this information in confidence because the parties' fiduciary relationship imposed a mutual duty not to use confidential partnership information adversely to the other partner.

89. Plaintiff is further concerned that Defendant may be using other sensitive partnership data obtained during the relationship for purposes adverse to Plaintiff, including but not limited to business analytics, client lists, and other proprietary information that Defendant accessed through his administrative accounts on Plaintiff's business platforms before the termination of Defendant's access on January 7, 2026.

SIG:wlkW/LjDSMsS+FaQ0TvrPUayBhJe582P97LxkK2pzMRB0Fg9YMWH3XICKp9OOdH+Ba/xVyr39VeXrJQ9vmo8BA==

90. An actual controversy exists between the parties regarding whether Plaintiff owes a duty of confidentiality with respect to Defendant's private information in Plaintiff's possession, and whether Defendant owes a reciprocal duty with respect to Plaintiff's private information in Defendant's possession. Plaintiff has refrained from publicizing any of Defendant's private information, while Defendant has publicized Plaintiff's private information as described above. Plaintiff is entitled to a judicial determination of the parties' respective rights and obligations with respect to the confidential information each possesses.

FIRST CLAIM FOR RELIEF: Breach of Fiduciary Duty of Loyalty

91. Plaintiff re-alleges and incorporates by reference all preceding paragraphs.

92. Plaintiff and Defendant were partners in a partnership governed by ORS Chapter 67, as alleged in paragraphs 6 through 44. The partnership encompassed the full scope of the parties' collaborative business activities described therein.

93. In the alternative, even if the Court determines that the broader business relationship did not constitute a partnership, the Watch It Played Patreon account alone constituted a partnership under ORS 67.055. As alleged in paragraph 13, Plaintiff, Defendant, and the other team members carried on as co-owners a business for profit: the Patreon generated subscription revenue that was split among the team members according to the agreed formula set forth in the Patreon Playbook.

94. As alleged in paragraph 54, the original Watch It Played Patreon was still operating on February 9, 2026 and continues to operate to date. Because the Patreon partnership has not been wound up, fiduciary duties under ORS 67.155(2) were in full effect on the date of Defendant's publications and remain in effect as of the date of this complaint.

SIG:vFIP8iPpTw5YId4Q5s+N3c6J0Q2ODrVinWLMlZFOO0BvaWYdbzd2gXqwjF06yORtt6zU7NjapNlKrlyofD15Ag==

95. As a partner, Defendant owed Plaintiff a fiduciary duty of loyalty under ORS 67.155(2), including the duties to account to the partnership and hold for it any property, profit or benefit derived by the partner in the conduct and winding up of the partnership business; to refrain from dealing with the partnership in a manner adverse to the partnership; and to refrain from representing a person with an interest adverse to the partnership, in the conduct or winding up of the partnership business. As alleged in paragraph 48, these duties continued throughout the winding-up period that began on December 18, 2025.

96. Defendant breached these duties by the conduct alleged above, including: (a) extracting and retaining Plaintiff's proprietary channel analytics data using manager credentials granted during the partnership, for the purpose of using that data adversely to Plaintiff (paragraph 80); (b) breaching the December 18, 2025 separation agreement by cancelling the third scheduled joint video and depriving the partnership of two sold sponsorship ads (paragraphs 46, 53); (c) directly contacting Plaintiff's contractual counterparties during the winding-up period and directing them to the accusations Defendant had published (paragraphs 52, 81(b)); (d) publicizing confidential partnership information and false statements across multiple platforms (paragraphs 52, 58–72); (e) continuing to operate the original Watch It Played Patreon under the partnership's profit-sharing arrangement while failing to account for or distribute Plaintiff's share of the revenue (paragraph 54); and (f) privately disseminating confidential partnership information and accusations against Plaintiff to board game industry influencers weeks before the February 9, 2026 public publications (paragraph 75).

97. Defendant's extraction and publication of Plaintiff's proprietary data, as alleged in paragraph 80, was intentional and undertaken for the purpose of injuring Plaintiff. Defendant's intentional breach of fiduciary duty supports tort liability and recovery of non-economic damages.

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98. As a direct and proximate result of Defendant's breach, Plaintiff suffered economic and non-economic damages as alleged in paragraphs 81 through 85.

99. In addition to compensatory damages, Plaintiff is entitled to disgorgement of all profits and benefits Defendant derived from the breach of fiduciary duty during the winding-up period. Under ORS 67.155(2)(a), each partner has a duty "to account to the partnership and hold for it any property, profit or benefit derived by the partner in the conduct and winding up of the partnership business * * * including the appropriation of a partnership opportunity." The benefits subject to disgorgement include any increased advertising, sponsorship, subscription, and other revenue Defendant received as a result of audience members shifting their financial support from Plaintiff to Defendant in the wake of Defendant's publications, as alleged in paragraph 79. Disgorgement is cumulative with, and not in lieu of, compensatory damages.

SECOND CLAIM FOR RELIEF: False Light

100. Plaintiff re-alleges and incorporates by reference all preceding paragraphs.

101. Defendant gave large scale publicity to matters concerning Plaintiff that placed Plaintiff before the public in a false light.

102. Defendant gave publicity to a matter that placed Plaintiff before the public in a false light. Defendant's publications, taken as a whole, created the false impression that Plaintiff systematically defrauded board game publishers. This false impression arose from the cumulative effect of Defendant's presentation: mixing true facts with false statements, selectively presenting data (including a single low-retention video showing a 3% retention rate when Plaintiff's actual rates ranged from 3% to 43%), and coordinating amplification through industry influencers.

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103. The false light in which Defendant placed Plaintiff would be highly offensive to a reasonable person.

104. As alleged in paragraphs 62, 64, 66, 68, 69, 76, 77, and 79, Defendant had knowledge of, or acted in reckless disregard as to, the falsity of the publicized matter and the false light in which Plaintiff would be placed.

105. Plaintiff demanded correction or retraction of the false and misleading publications, and Defendant failed to comply.

106. As a direct and proximate result of Defendant's conduct, Plaintiff suffered non-economic damages as alleged in paragraph 84, including emotional distress, lost sleep, psychological pain, emotional anguish, shame, humiliation, and lost privacy.

THIRD CLAIM FOR RELIEF: Defamation

107. Plaintiff re-alleges and incorporates by reference all preceding paragraphs.

108. Defendant published the false statements of fact identified in paragraphs 57 through 70 to third parties through the publications alleged in paragraph 52.

109. Each of the statements identified in paragraphs 57 through 70 is a statement of fact, not opinion or hyperbole. Each statement is susceptible of being proved true or false. The general tenor of the publications was accusatory and factual, not figurative.

110. Each of the statements was false.

111. The statements subjected Plaintiff to hatred, contempt, and ridicule, and diminished Plaintiff's esteem, respect, goodwill, and confidence in the board game content creation community, as alleged in paragraphs 73 and 77.

112. The statements constitute defamation per se because they impute to Plaintiff unfitness or inability in Plaintiff's trade, business, or profession as a YouTube vlogger and

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advertising professional, by falsely accusing Plaintiff of dishonest business practices in dealing with board game publishers. Because the statements are defamatory per se, damage to Plaintiff's reputation is presumed.

113. Plaintiff is a private figure who had not injected himself into any public controversy concerning YouTube's promotional tools or advertising practices in the board game industry before Defendant's publications. No such public controversy existed before Defendant created one.

114. Defendant is not a member of the media. Defendant is an individual vlogger who published personal accusations on his own YouTube channel, via a privately distributed Dropbox document, and in posts on BoardGameGeek. Defendant is not a newspaper, television station, radio broadcaster, or other traditional media organization.

Statutory demand for correction or retraction:

115. Defendant's publications were made on a personal YouTube channel, via a privately distributed Dropbox document, and in posts on a hobbyist internet forum. These are not publications "in a newspaper, magazine, other printed periodical, or by radio, television or motion pictures" within the meaning of ORS 31.210(1). Accordingly, ORS 31.210 does not limit Plaintiff's recovery of general damages, and no demand for correction or retraction under ORS 31.215 was required.

116. In the alternative, if the Court determines that ORS 31.210 applies to Defendant's publications, Plaintiff has satisfied the statutory prerequisites by serving the retraction demand alleged in paragraph 86. The demand was served within 20 days of Plaintiff's actual knowledge of the defamatory statements, by the method prescribed by ORS 31.215(1), and Defendant failed to correct or retract any of the identified statements. Under ORS 31.210(1)(a), Plaintiff is therefore entitled to recover general damages.

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117. As a direct and proximate result of Defendant's defamatory statements, Plaintiff suffered non-economic and economic damages as alleged in paragraphs 81 through 85.

FOURTH CLAIM FOR RELIEF: Declaratory Judgment (ORS 28.010)

118. Plaintiff re-alleges and incorporates by reference all preceding paragraphs.

119. An actual controversy exists between the parties regarding the nature of their business relationship and the resulting obligations of confidentiality each party owes the other, as alleged in paragraphs 87 through 90.

120. Under ORS 28.010, Plaintiff requests that the Court declare: (a) whether a partnership or other confidential business relationship existed between the parties; and (b) the nature and extent of each party's duty of confidentiality, if any, with respect to the other party's private business information obtained during the relationship.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for judgment against Defendant as follows:

A. Economic Damages:

On the First Claim for Relief (Breach of Fiduciary Duty of Loyalty), the Second Claim for Relief (False Light), and the Third Claim for Relief (Defamation), for economic damages including:

Immediate and incurred losses:

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(i) Documented losses from cancelled contracts and refunds in an amount not less than $14,833.65, as alleged in paragraph 81(b) and (e), together with additional cancelled contracts and sponsorships in amounts to be proven at trial;

(ii) Lost revenue from the date of Defendant's publications through the date of this complaint. Based on the prior twelve-month revenue alleged in paragraph 83 (approximately $64,873, averaging approximately $5,406 per month), the loss of revenue from February 9, 2026 through the date of this complaint is approximately $10,812, plus additional losses accruing through trial;

Future economic losses:

(iii) Future lost profits based on the destruction of Plaintiff's going-concern business value. Based on the trailing-twelve-month revenue and growth rate alleged in paragraph 83, and using a revenue-multiple valuation, the going-concern value of the business before Defendant's publications was not less than $194,619, with the full value to be proven at trial through expert testimony applying generally-accepted business valuation methodologies. As alleged in paragraph 83, in the more than two months since Defendant's February 9, 2026 publications, Plaintiff has been unable to sell a single new sponsorship and his sponsorship revenue has fallen to zero. Plaintiff therefore seeks the full pre-publication going-concern value of the business as economic damages;

(iv) Consequential loss of a business growth opportunity, as alleged in paragraph 81(d). The loss to Plaintiff is not the face amount of the investment, but the economic benefit that the capital infusion would have generated, including accelerated business growth, expanded revenue capacity, and increased going-concern value. The value of this lost opportunity is to be proven at trial;

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in a total estimated amount of not less than approximately $220,264 in economic damages from documented losses and the destruction of going-concern value, plus the value of the lost investment opportunity and additional cancelled contracts to be proven at trial;

B. Noneconomic Damages:

For noneconomic damages including emotional distress, loss of sleep, stress and anxiety, humiliation, retreat from social activities, loss of trust, damage to personal relationships, and measurable physical harm including significant weight loss, in an amount of not less than $1,000,000;

C. Disgorgement and Constructive Trust:

On the First Claim for Relief (Breach of Fiduciary Duty of Loyalty), for disgorgement of all profits and benefits Defendant derived from his breach of fiduciary duties during the winding-up period, under ORS 67.155(2)(a), including but not limited to (i) any increased advertising, sponsorship, subscription, and other revenue Defendant received as a result of audience members shifting their financial support from Plaintiff to Defendant in the wake of the publications, and (ii) any other profit or benefit derived from Defendant's misuse of partnership property or appropriation of partnership opportunity, with the full amount to be proven at trial;

D. Injunctive Relief:

For an order requiring Defendant to remove the publications identified in this complaint from all platforms and to publish a retraction and correction on the same platforms where the original publications appeared;

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E. Declaratory Relief (ORS 28.010):

On the Fourth Claim for Relief (Declaratory Judgment), for a declaration of the parties' respective rights and obligations with respect to confidential information exchanged during the business relationship, including a determination of whether Plaintiff owes any duty of confidentiality with respect to Defendant's private business information in Plaintiff's possession;

F. Costs, Attorney Fees, and Further Relief:

For Plaintiff's costs and disbursements incurred in this action;

For attorney fees as allowed by law;

For such other and further relief as the Court deems just and equitable.

SIG:WZvTNzOZyZuKoVDD/FUMV1DMSyq8YIIgVPth/jJQLBHF45V0aZSRGfVIvSuUAK+4VNMPa7UqFZhn12YJepIVCA==

DATED: April 14, 2026

By: ____

David Brunk, OSB No. 254853

Attorney for Plaintiff

Email: david@newmanbrunk.com

VERIFICATION

I, Charles Marier, declare under penalty of perjury under the laws of the State of Oregon that I am the Plaintiff in the above-entitled action, that I have read the foregoing Complaint, and that the facts alleged therein are true and correct to the best of my knowledge.

DATED: April 14, 2026

____

Charles Marier, Plaintiff

SIG:hsdDEE+Xh6ROOUv+4Zc6TY0XRBfBxOyKltROhGGRlX8zRR5+8yuveRCxMNcuZFts4jon1kgyCBIoxpVGvF9cAg==

EXHIBIT LIST

Exhibit	Description
A	Defendant's YouTube Video Transcript (Feb. 9, 2026)
B	Defendant's Text Document, "Report on Unethical Practice in Board Game Media Ad Sales" (Feb. 9, 2026)
C	Partnership Timeline
D	YouTube Channel Subscriber Counts, Plaintiff's Contribution, and Monthly Payments

SIG:edY5zDuvZAVP70CH8IpWK77idFjiaO01f+rBtKp4iRoLai4RN4gDkZOY9wYQ7IcfZfL05LmV6zvmAZgSHY9CCw==

Exhibit A: Defendant's YouTube Video Transcript (Feb. 9, 2026)

SIG:cYgNgaXVxhZU5Jn9r2uVW628E/9MY3MJdjLIVr+cy47oSK2hQF60hdmHI/5EjTek5aIAyWAwT3to4SP72XsmCg==

Exhibit A: Defendant’s YouTube Video Transcript

(Feb. 9, 2026, Unlisted Video)
https://www.youtube.com/watch?v=fHXGWflPj4c

Hi, my name is Rodney Smith of the YouTube channel Watch It Played. First, this is an unlisted video, which means you can only see it if you have the link. I did not want to make this open to everyone who might visit the channel because it will only be relevant to a certain number of the visitors here. The average person coming to learn how to play Wingspan is not going to be aware of or have a context for the inner workings of board game media or what I'm going to share.

It's also important to me that you read the information I've released in the document found in the description of this video. Skipping that document, but watching this video will likely confuse your understanding of the situation. So, please read it first and then come back. The document I created was intended to be a comprehensive explanation of an advertising practice I became aware of.

I felt strongly that the practice was unethical and then later in conversation with my lawyer discovered it had civil and possibly criminal legal implications as well. The purpose of this video is to try to address some of the questions I imagine I'll be asked that were not covered in the document. That was so the document could stay focused on the core points needed for publishers as they were the primary intended audience. So, here's the first question I thought I'd answer.

Why make any of this public? Why not just send the document to the affected or potentially affected publishers? Won't speaking about it publicly make an already difficult situation worse? I realized early on it would be impossible to limit this only to those who had been or could be affected.

A publisher would talk to their marketing person about what I shared. Their marketing person might talk to a media creator about it. Or as is sometimes the case, the marketing person is a media creator. Media creators would talk to other media creators.

Social media posts would get made, Reddit threads started, and so on. In that likely scenario, suddenly the issue is being spoken about in bits and pieces based on which details each person in that chain decided to focus on. meaning that each other person it got shared with would get a different story or a different part of it. Essentially, the information would end up public either way, but now in a jumbled, even more confusing way. That can still happen with the steps I'm taking here.

But I can now say, at least to myself, I'm doing what I can to minimize the confusion. Also, since I think the unethical advertising practice I am highlighting along with the paid viewer and subscriber boosting could become more commonplace and not always so easy to spot as it was in this situation. I believe the best way to help prevent it from happening in the future is for as many people to be aware of it as possible. Hopefully, that will also discourage other media creators from using this tactic and allow publishers to safeguard themselves against it by asking for more information from a creator who is acclaiming or appears to have more of an audience than they actually do.

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Here's another question, Rodney. If you confirmed this practice was occurring in December of 2025, why did you wait until the beginning of February 2026 to speak about it? When I brought my questions to the owner of Game Night Picks in December, I felt confident I knew what was going on, but I hadn't heard the other side of the story. Given the seriousness of the situation, I did not want to be guilty of missing important details.

I also felt that if my understanding was correct, then once confronted, though he'd probably be defensive at first, he'd ultimately acknowledge the unethical practice he was engaged in, have regrets, and set about publicly fixing it. Both because that would have been the right thing to do, but also the best path to restoring any trust he had broken. Not to mention, if he did not go public, he would eventually get caught because of the overtly unorganic growth of his channel. And that would not only affect him, but potentially the other hosts on game night picks and also me.

Even though I have never engaged in the practice he was doing, we had a close working relationship on watch played for the last six years. As I say in the document, publishers would reasonably assume he had been engaged in that practice while at watch played. That would lead to the reasonable assumption that I was aware of or participating in it myself. And that would lead to the reasonable assumption that given the growth of watch played over the years, maybe I had been the one to teach him to do it.

I described to him how easy it would be for someone to look at watch it played. See that it had more subscribers than other popular channels despite having a fraction of the videos and then conclude that explains it. Rodney's been cheating to get all those subscribers that just makes the most sense. And then that false narrative would spread through the industry.

The publishers and viewers I had spent 15 years building trust with would now quite reasonably have a question in their mind about my integrity. Regular viewers will note over the 15 years I've been doing this, I do not talk about my numbers or celebrate subscriber milestones. I do not care about the numbers, but I do care about the authenticity of the numbers. All media creators who use those numbers to engage in business should.

In my conversation with the owner of Game Night Pick, I perceived no acknowledgement of wrongdoing and received no apology for the potential threat to my work and reputation. He expressed how providing discounts to publishers would fix what he was doing. But it was clear in my mind that discounting unethical practices do not make them ethical. Essentially, the conversation was no longer going where I originally thought it would.

In that moment, I was coming to a new conclusion. I had to get out of that conversation, document what I knew, unentangle myself from this working relationship and figure out how to properly address it. He still had access to my YouTube channel, the Watch It Played Patreon, the Watch It Play Discord, and we still had obligations to publishers for certain videos. I was now realizing in that moment if this was ever going to go public in order to protect publishers, other media creators, and yes, also myself, it was going to be on me to do it.

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And in that moment, I did not have a clear plan for how. For context, the very next day I was traveling to my in-laws for a Christmas visit. My son was coming home with us for Christmas, then New Year's, and then I'd be entering the busiest time of year for me because December and January is when I map out my tutorial schedule with publishers for the coming year. I still needed time to do all of those things as well.

I'm listing those things to point out the other factors I knew I'd have to juggle while putting together a plan for how to deal with this new and unexpected situation that I had not guessed would fall to me to make public. I offered to him that he could leave the channel under the guise that he was going to pursue game night picks full-time. We would say that to the rest of the Watchit Play team and to the public. I told myself that might buy me the time I needed to prepare my own affairs.

I knew I understood the ethics of the situation. I believed there were also legal implications, but I was not certain of that part yet. I needed time to get a lawyer and find out, as well as save all of the screenshots from his channel while I had access to them, and ensure I could clearly and comprehensively explain the situation when it was time to go public. I did not want any of this to end up being a he said versus he said situation leaving publishers and viewers to untangle the truth of it.

I also wanted to know that I knew what I believed I knew without a shadow of a doubt and that would require time. As soon as the last obligation to publishers was fulfilled, which was today at the time of this video's release, I shared the information I have, not all of it, because YouTube does not look favorably on sharing other people's analytics. But I have everything I need to back up what I'm saying if push ever comes to shove. But this does mean I kept people in the dark, including Matthew, Paula, Mon'nique, and Naveen, as well as the audience that saw our announcement that Watch It played would be going back to tutorials.

I believed it was important that my timelines were not under someone else's control or actions. I do not say this next part to be dramatic. Watch it played as my life's work. My wife and my kids have all made sacrifices to allow me to do this.

My wife and kids have all made sacrifices to allow me to do this thing which has given me a deep sense of fulfillment. I had to be selfish about giving myself the time I needed to get and document information, talk to lawyers, get advice, and manage the demands of daily life which were not simply going to pause so that I could focus on this issue exclusively. I imagine this is something many of you will appreciate. All right, next question.

If only one person who previously worked with Watch it played was responsible for the unethical and illegal behavior that occurred elsewhere, why is everyone else who was on the channel no longer making videos there? I want to repeat something you'll find in the document. I have no reason to believe Matthew or Paula who worked on game night picks had knowledge of the unethical practices being engaged in there. Mon'nique and Naveen did not work on that channel, so there's no reason they would have noticed.

And for extra clarity, other than the unnatural sudden growth in subscribers and viewers, unless you had access to the behindthe-scenes analytics of the channel, and you knew the fee structure Game Night

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Pix was employing for ads, you would not have a reason to think something unethical was going on. That said, this whole situation brought me to another hard-learned realization. I'm just not comfortable having my channel and my reputation entangled in the decisions other people might decide to make. Again, I have no reason to doubt the character of Matthew, Paula, Monnique, or Naveen.

Quite the opposite. But I would have said the same thing about the person who did engage in unethical behavior that we're now discussing. I imagine you can appreciate my trust has been a bit shaken. I don't want what has happened to make me cynical and I would like to believe I could revisit collaborations in the future.

But you'll likely understand if I would just like watch it played to go back to being fully my responsibility and not tied to the actions of anyone else. As a final question, some of you might be wondering why I keep referring to the owner of game night picks. Why not just say his name? This whole situation is further complicated because at the heart of it is an over 10-year relationship and friendship, not just between me and the owner of Game Night Picks, but also with those of you who have watched and enjoyed either or both of our channels.

Once I realized I was the only one who could present what was going on, I had to come to peace with the fact that I should not allow the closeness of our relationship to factor into what the situation required of me. I would love to tell you that it never crossed my mind to stay silent, but because of our long-term close and meaningful friendship, it certainly did. The problem for me was that I knew if I removed that friendship element, if it had been anyone else I had discovered doing this, there would have been no question in my mind that I should make this information public. Realizing that was true removed any question from my mind about what I ultimately had to do, but it did not remove the emotion and difficulty of it, which I want to speak to briefly.

For those of you who have made it this far, you've probably noticed that I am sharing this information in a very dispassionate, flat manner. It may even come across in an unfeilling and emotionally detached way. But you can be sure there are lots of emotions tied to all of this for me and hurt and loss. I just don't feel it's appropriate for me to burden this process with those elements.

That is something I'll work through with my family, my closest friends, and the people who signed up to deal with the struggles in my life. That is not something I'm going to offload onto any of you. I also know this is going to be very difficult for the owner of Game Night Pick and his family and his friends. I'm sure all of you realize that as well.

Lastly, while I normally answer all comments and questions on all videos and social media posts I make, that will not be possible in this case. I'm only one person, so I will not be hurting or replying or commenting. I will read, but the document I prepared and this video is the level of engagement I can give to this publicly. Thank you for your time and understanding.

SIG:rlmDjsSaEG0DK9i2gCyeWdjbS8vvuQMJiUEC32O0Un510tv6jNk6nct+asG/g2iFACwb1dmwibu9bxA/WX5hCg==

Exhibit B: Defendant's Text Document (Feb. 9, 2026)

SIG:uLQomyKxmlsWe/izcR531pD9MOb37g/SOZgGvqg9Zj65KOcyD8TcSK6lR4krzAI3Io30VfFp5FZ48xRf1NZRCA==

I am writing to bring your attention to an advertising practice used by the owner of the YouTube channel: Game Night Picks (previously known as “Pair Of Dice Paradise”). https://www.youtube.com/@GameNightPicks.

Early in 2025, the owner of Game Night Picks adopted a “per view” fee structure for ads sold on their channel. This meant that the cost to a publisher for running an ad was based on how many views the video received over a fixed period.

Typical views for a Game Night Picks’ video from February to September of 2025 were 1,000-3,000 per video.

From November to December 2025, **Game Night Picks utilized YouTube’s integrated “YouTube Advertising” feature which allows a channel owner to pay Google to put their videos in front of larger audiences.** The 20 videos published during that period immediately averaged ~36,700 views per video. This was a significant increase from the 1,000-3,000 views the videos had typically received organically. Below is a screenshot showing the traffic sources that created views for a video using “YouTube Advertising”:

How viewers found this video

Traffic source	% of views	Views
YouTube advertising	96.5%	33.5k
YouTube recommendations	1.9%	648
YouTube Home	1.6%	538
Up next	0.3%	110
Subscriptions feed	0.8%	273
Channel pages	0.2%	57
Other	0.4%	152

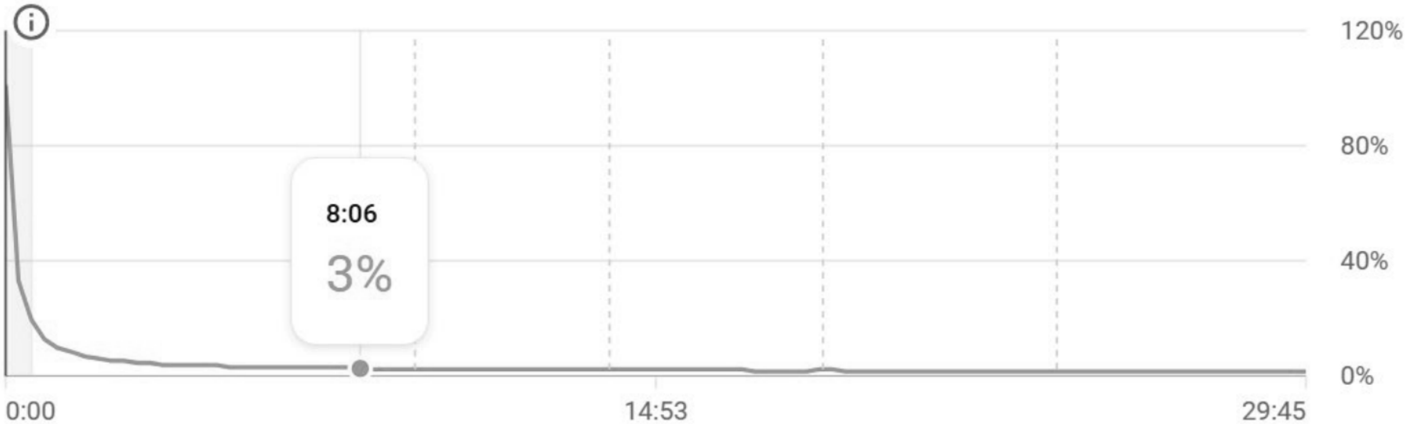
See all

To help understand the impact of these increased views on a publisher’s advertising costs, consider this comparison: If Game Night Picks charged a publisher 4 cents per view on a video that normally receives 3,000 views, that would result in $120 added to the cost charged to the publisher for their ad. If the video receives 36,000 views instead, the added charge to the publisher becomes $1,440. An increase of $1,320.

While a video with more views would in theory also result in more people seeing the publisher’s ad, **the videos Game Night Picks released using “YouTube Advertising” resulted in ~90% of the total viewers leaving the video within its first minute** – well before the publisher’s ad could be shown to them.

SIG:LxenzTVOOpMK8mDkCjspJsSVlD+vxY3wfdkHCBUh8R2zlbQ6iszHQrCZGibBXhrtn1QbhRDVfbAI0OCS48q7DQ==

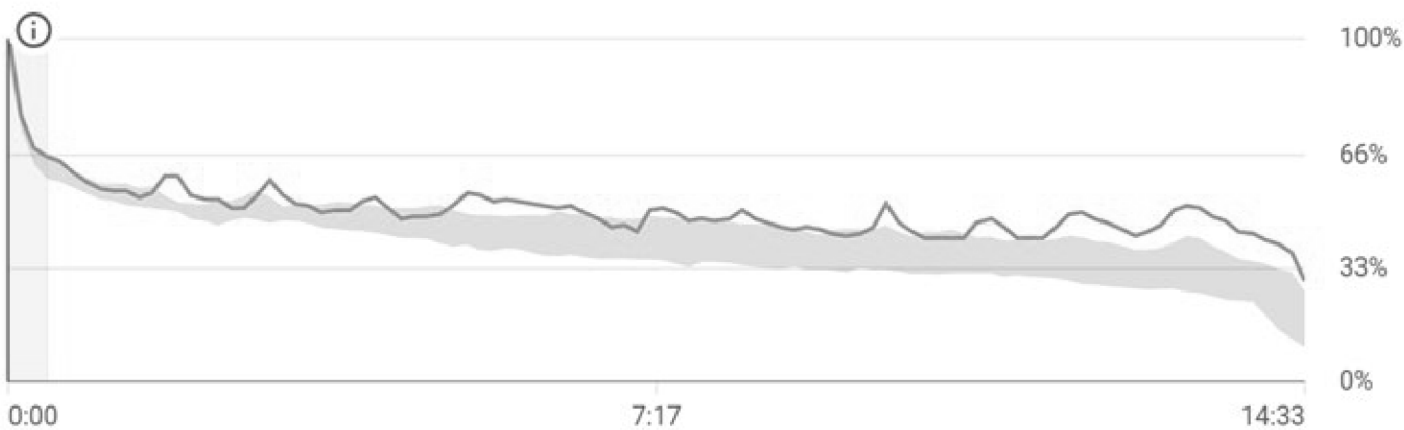
Although data showing this drop-off is not available to the public, it is displayed as a graph on the first page a YouTube creator sees when looking at their own video's performance. **Below is an "audience retention graph" from a video using "YouTube Advertising"**:



The blue line above represents the percentage of viewers still watching a video over its total runtime. As the graph shows, ~90% of the viewers left the video within its opening moments. This pattern was consistent across all the videos released during November and December where "YouTube Advertising" was utilized to gain these views. **This means the publisher's ads only aired after the vast majority of viewers had left.**

Would a publisher agree to pay a "per view" fee if they knew only 3-6% of the viewers were still watching a video by the time their ad aired? It would seem that this advertising model can only be effective if the publisher remains unaware of the underlying data (which only the channel owner has access to) - I also had access to it, due to our working relationship.

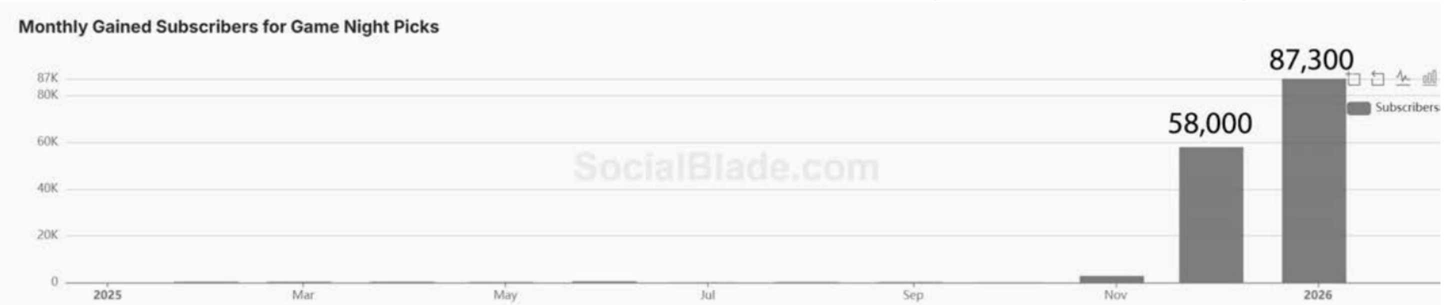
The degree of viewer retention falloff seen in the graph above is not typical. **Here is an example graph from a YouTube video that is <u>not</u> using "YouTube Advertising":**



The "YouTube Advertising" feature can also be used to pay Google to provide a channel with new subscribers. Subscriber growth at Game Night Picks was ~200/month until October 2025. **The "YouTube Advertising" feature was then utilized to grow its subscriber base by over 140,000 in the following 2 months.** For context, it typically takes board game media creators *several years* to gain their first 100,000 subscribers.

SIG:LxenzTVOOpMK8mDkCjspJsSVlD+vxY3wfdkHCBUh8R2zlbQ6iszHQrCZGibBXhrtn1QbhRDVfbAI0OCS48q7DQ==

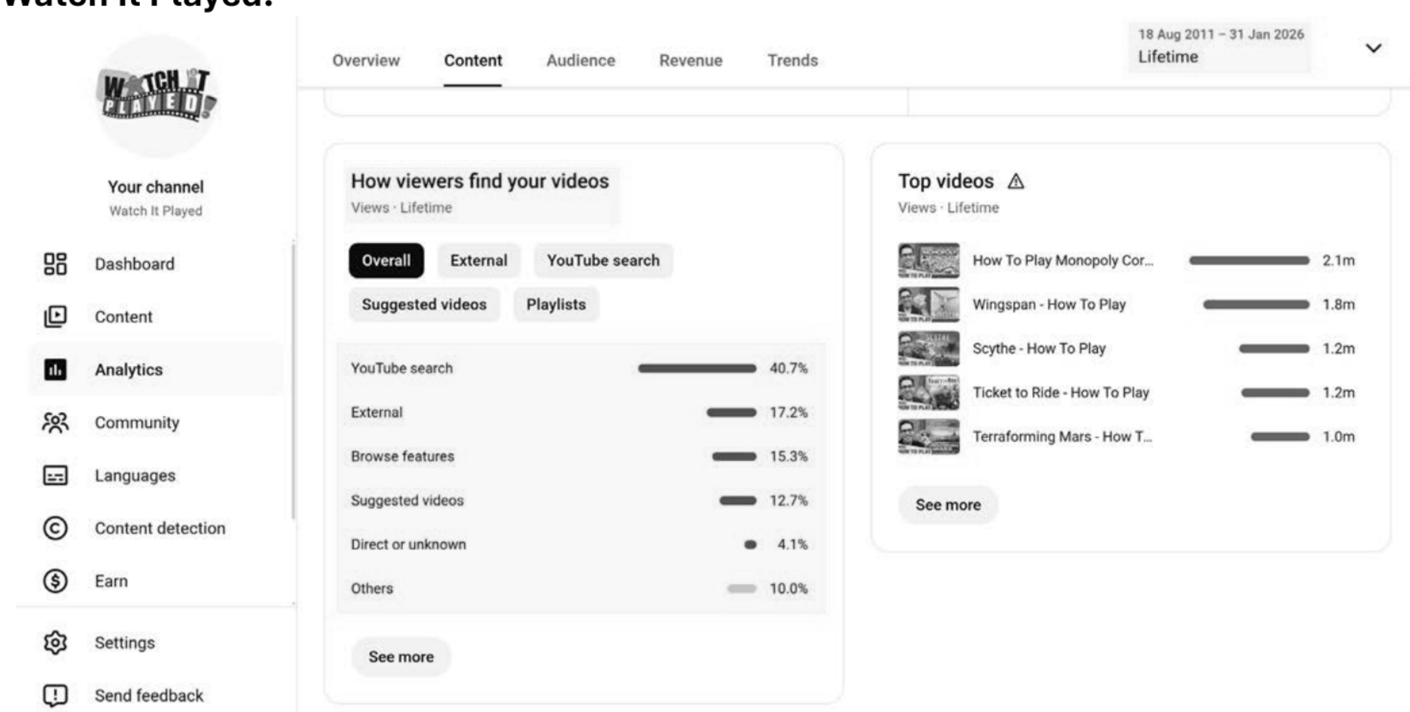
This graph can be viewed by visiting https://socialblade.com/ and searching any YouTube channel of interest. Below is the 2025 monthly subscriber growth for Game Night Picks:



Despite the sudden influx of 145,300 subscribers, the behind-the-scenes analytics (which only those with access to the YouTube account can see) showed that traffic "from subscribers" did not change in any perceptible way. If even 1% of the new subscribers had returned to watch future videos with some regularity, traffic "from subscribers" would have increased by roughly 1,453, but there was no noticeable change. It suggests that you can pay to have the "YouTube Advertising" feature provide you with subscribers and/or views, but it cannot make those subscribers (or viewers) engage with your content.

It is important you know that the owner of Game Night Picks also made videos on Watch It Played for the last 6 years. These included ads with a per-view fee structure as well. When we established that, it was in a spirit of fairness. If a video gained less views, the publisher paid less, if it gained more, they paid more. This was intended to create a win-win scenario for the publisher. **At no point was the "YouTube Advertising" feature used on Watch It Played. All views Watch It Played received were based on organic engagement.**

Below is the summarized YouTube analytics of Watch It Played's channel over its entire 15-year lifetime. **Note that "YouTube Advertising" is <u>not</u> listed as a traffic source on Watch It Played.**



SIG:LxenzTVOOpMK8mDkCjspJsSVlD+vxY3wfdkHCBUh8R2zlbQ6iszHQrCZGibBXhrtn1QbhRDVfbAI0OCS48q7DQ==

In December 2025 I questioned the owner of Game Night Picks about the data I had observed from their channel (whose analytics I had access to, due to our working relationship). I shared my opinion that he had engaged in a deceptive practice by utilizing "YouTube Advertising" to increase views on Game Night Picks while also charging the publishers for those views. I pointed out that often ~95% of the viewers had left the video before the publisher's ad aired. I expected many publishers would not have advertised on Game Night Picks if they had been made aware of this.

*I have since sought legal counsel and understand that if this type of information is not disclosed up front, it carries **civil and criminal legal implications** for Game Night Picks.*

The owner of Game Night Picks informed me that discounts had been issued to some publishers, and that the same would be done for others who bought ads during the November to December period. The discount's value was described as 'half or more'. **I explained that even with a discount of 70%, it would still be fraudulent toward the publisher if only ~5% of the total viewers were still watching when their ad aired.**

Further, a large discount might create the impression that Game Night Picks was doing the publisher a favor by seeming to provide such a significant reduction to the invoice – however, **would a publisher be thankful for a 70% discount (as an example) if they knew their ad was only shown to ~5% of the total reported viewers?** In that case they would still be paying for 30% of the total number of views, when only ~5% saw their ad.

Moreover, a discount cannot fix the potentially misleading impression created by the apparent increase in Game Night Picks' viewership and subscribers. The public-facing numbers give the impression that Game Night Picks is gaining significant engaged subscribers and viewers. This could lead publishers to advertise on Game Night Picks over channels with fewer (but organically engaged) viewers. It could also mislead publishers into giving limited review copies, convention invites, and exposure to Game Night Picks over other channels who would be better able to provide value to those publishers.

My discussion with the owner of Game Night Picks left me unsatisfied with his rationalization for using "YouTube Advertising" while also charging a "per view" fee.

I assured him that his activities would be discovered due to the overt and unnatural viewer and subscriber growth he had obtained through "YouTube Advertising". Once uncovered, publishers might reasonably (but incorrectly) assume I was also engaged in this practice due to his 6-year association with Watch It Played. They might reasonably assume I'd instructed him on how to do it. **Although I have never engaged in any of these activities personally, his actions threatened to undermine the relationships and trust I have cultivated with publishers and viewers over the past 15 years – risking irreparable damage to my career and reputation.**

SIG:LxenzTVOOpMK8mDkCjspJsSVlD+vxY3wfdkHCBUh8R2zlbQ6iszHQrCZGibBXhrtn1QbhRDVfbAI0OCS48q7DQ==

The owner of Game Night Picks was informed that our working relationship would end. At the time I am releasing this document that association has concluded.

As I am likely the only person fully aware of the data behind the numbers at Game Night Picks (other than its owner), I felt responsible to inform you of these practices which could be used to your disadvantage.

I no longer have access to the on-going analytics of the Game Night Picks channel and will not speculate on the current activities there, other than to say that as of January 29th, 2026 (a month after our discussion), Game Night Picks was gaining ~1,000 subscribers every day, which no board game YouTube channel is experiencing naturally (that I am aware of).

I have no reason to believe any of the other people appearing in Game Night Picks videos have knowledge of the underlying data that would demonstrate how these inflated channel numbers were gained, nor would I imagine they know the full extent of the advertising practices the owner of Game Night Picks is using. Unless they chose to share it, only the YouTube channel owner would have access to that data.

I also do not believe this is a widespread problem in the board game media community. **I do not want the actions taken by the owner of Game Night Picks to reflect on other media creators** who have grown their channels organically through the creative work they have published.

While the individual running Game Night Picks created videos on Watch It Played and sold ads to publisher there, **they did not use the "YouTube Advertising" feature on Watch It Played. The "YouTube Advertising" feature has never been used to inflate the views or subscriptions of Watch It Played.**

The only effort made to obtain subscribers and viewers on Watch It Played was through the work created there over the past 15 years. Work which you can continue to have full confidence in.

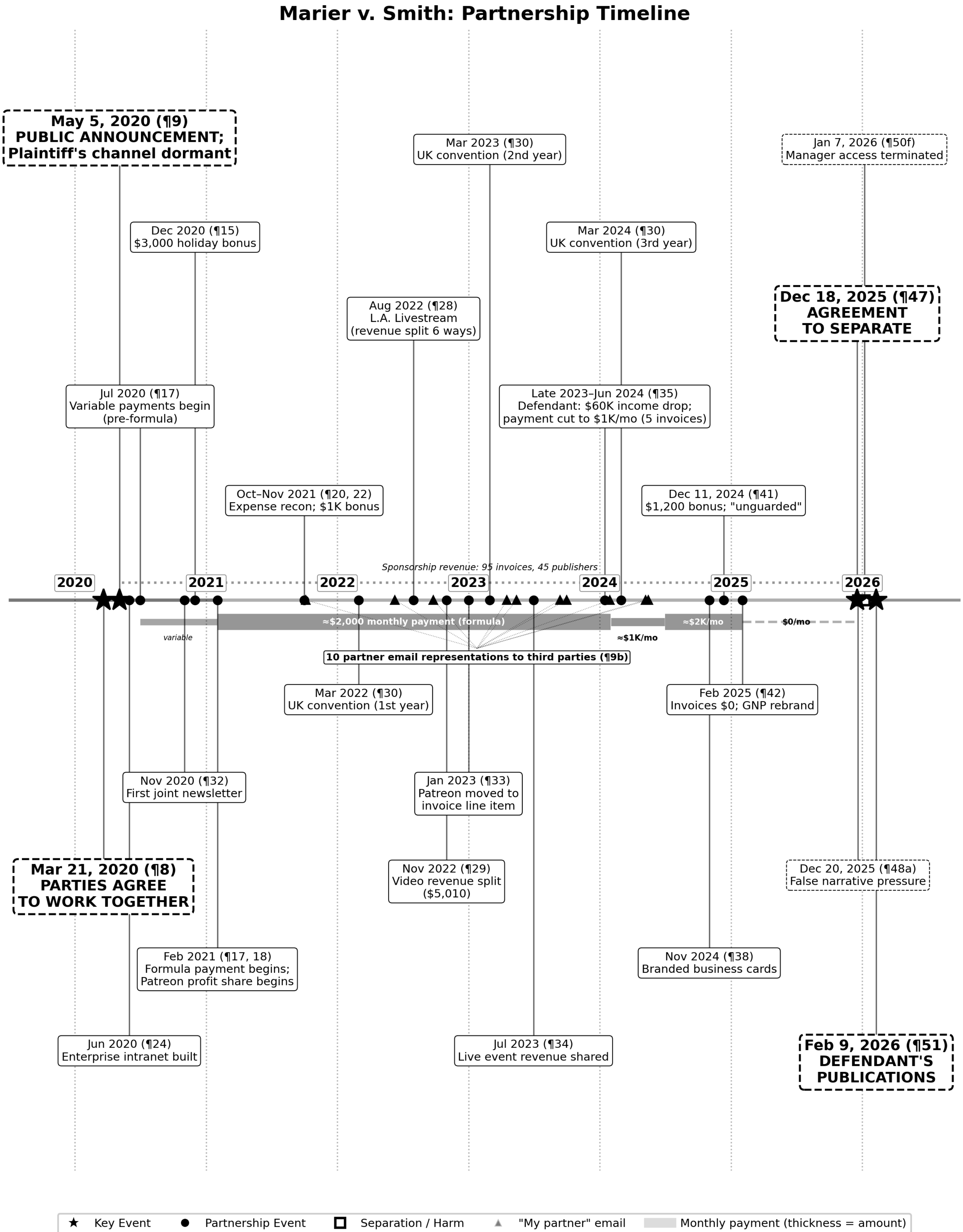
Thank you for your attention to this regrettable matter,

Rodney J. Smith, Watch It Played Inc.

For answers to other questions you might have, see: https://youtu.be/fHXGWflPj4c

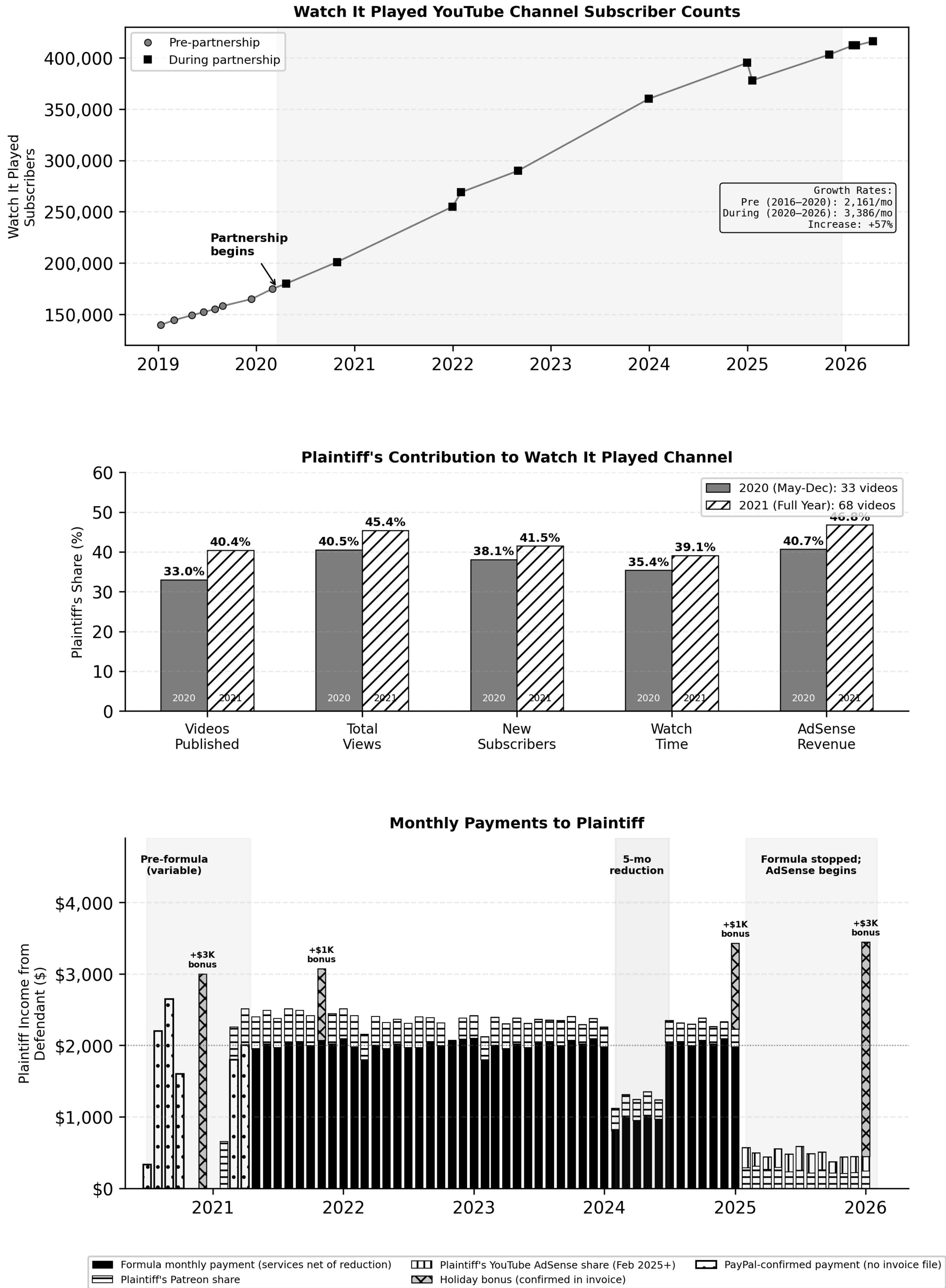
SIG:LxenzTVOOpMK8mDkCjspJsSVlD+vxY3wfdkHCBUh8R2zlbQ6iszHQrCZGibBXhrtn1QbhRDVfbAI0OCS48q7DQ==

Exhibit C: Partnership Timeline



SIG:OArRVwfTgt8YgaAWDoy+Q4/sIk//x57bmMyxlhu9yOhqLUTnZkBHJ8xGlx0/IvZBfHvmdhmyrq+K2wArq11MCA==

Exhibit D: Subscriber Counts, Contribution, and Monthly Payments



This panel depicts only the payments Plaintiff received from Defendant under the partnership's internal compensation arrangement. It does NOT include sponsorship advertising revenue, which is the largest single source of revenue in Plaintiff's business and was billed directly to publishers through TableTop Media Makers.

SIG:V4b33lb8DJssnU/6+7beQK9bH1DVkLyqHSc74nER1iAlZhjmOS1zom02V87cm2oEACsDM0SYBgONpi/bqI+4AA==