

**SUPREME COURT OF THE STATE OF NEW YORK  
NEW YORK COUNTY**

WILLIAM H. KEITH, JR. on behalf of himself and as  
the heir of Andrew Keith, BRENDA GRESSMAN, as  
the heir of Thomas Gressman, and MEL ODOM,

Plaintiffs,  
- against -

THE TOPPS COMPANY, INC., and ABC CORPS. 1-10,  
fictitious names for persons or entities whose present roles  
and identities are unknown  
Defendants.

**Index No.:****Date Purchased:  
August 27, 2025****SUMMONS****TO THE ABOVE-NAMED DEFENDANTS:**

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York). In case of your failure to submit answering papers, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of the venue designated is New York County, New York, as it is the county in which the Defendants are located.

Dated: August 27, 2025

By: /s/ Michael D. Steger

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To: THE TOPPS COMPANY, INC.  
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SUPREME COURT OF THE STATE OF NEW YORK  
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COMPLAINT FOR  
BREACH OF CONTRACT

Plaintiffs William H. Keith, Jr. on behalf of both himself (“Keith”) and as the heir of his deceased brother, Andrew Keith (“Keith’s Heir”), Brenda Gressman as the heir of her deceased husband, Thomas Gressman (“Gressman’s Heir”), and Mel Odom (“Odom”)(collectively, “the Authors” or “Plaintiffs”), by and through their undersigned attorney, hereby pray for relief based on the following:

1. This case involves a publisher who has intentionally refused to pay its Authors royalties or provide accountings required under the publisher’s contracts with the Authors. The Topps Company, Inc. has instead strong-armed the Authors and insisted that they give up their rights to future royalties so that Topps can change its business model.

**PARTIES**

2. Plaintiff William H. Keith, Jr. is an individual resident of Pennsylvania. He is the heir of his deceased brother, Andrew Keith.

3. Brenda Gressman is an individual resident of Pennsylvania. She is the heir of her deceased husband, Thomas Gressman.

4. Mel Odom is an individual resident of New York.

5. Defendant The Topps Company, Inc. ("Topps") is a Delaware corporation that is registered to do business in the State of New York, with its principal place of business in New York County.

6. Defendants ABC CORPS. 1-10, inclusive, are other parties not yet identified who have engaged in one or more of the wrongful practices alleged herein. The true names, whether corporate, individual or otherwise, of DOES 1 through 10, inclusive, are presently unknown to the Authors, who therefore sue said defendants by such fictitious names, and will seek leave to amend this complaint to show their true names and capacities when the same have been ascertained.

7. The Authors are informed and believe and thereon allege that at all times relevant hereto each of the Defendants was the agent, affiliate, officer, director, manager, principal, alter ego, and/or employee of the remaining Defendants and was at all times acting within the scope of such agency, affiliation, alter-ego relationship and/or employment; and actively participated in or subsequently ratified and adopted, or both, each and all of the acts or conduct alleged, with full knowledge of all the facts and circumstances, including, but not limited to, full knowledge of each and every violation of the Authors' rights and the damages to the Authors proximately caused thereby.

8. The Authors are further informed and believe and thereon allege that at all times relevant hereto the Doe Defendants, whose identities are unknown to the Authors at this time, benefited from Defendants' scheme to deprive the Authors of the proceeds of their contracts with

Topps, including monies that were diverted from the Authors for their use and benefit instead of being paid to the Authors as required by the Contracts.

### **JURISDICTION AND VENUE**

9. Jurisdiction over Defendant Topps, a resident of the State of New York, is proper under CPLR § 301. Jurisdiction over Topps is also proper because Topps and each of the Authors agreed to litigate any disputes between them in New York County, as set forth in Paragraph 17 of Exhibits A-D, attached hereto.

10. Venue is proper in New York County pursuant to CPLR § 503 in that Defendant Topps can be found and is doing business in New York County. Venue is proper in this Court pursuant to CPLR § 501 and the operative agreements between the Authors and Topps, which are the basis for this action.

### **FACTUAL BACKGROUND**

11. Keith is a renowned author. Between 1986 and 1996 Keith authored five books in the Battletech series. Those books are listed in Appendix A to Exhibit A and are a subject of this action.

12. On or about May 1, 2016, Keith entered into a written publishing agreement (the “Keith Agreement”) with Defendant Topps whereby Topps agreed to publish five of Keith, Jr.’s Battletech books. A true and correct copy of the Keith Agreement is attached hereto as Exhibit A.

13. Topps entered into the Keith Agreement, in part, because Topps’ predecessors-in-interest had failed to pay Keith royalties as required in previous agreements.

14. The Keith Agreement required Topps to render annual accountings of royalties due and make payment thereon by April 30 of the following year (Paragraph 8) and to make payments to Keith in accordance with Exhibit A of the Keith Agreement.

15. Topps has failed and refused to report royalties owed or to make any payments to Keith for 2022, 2023 or 2024, despite Keith's repeated demands therefore.

16. Keith is informed, believes and thereon alleges that Topps owes him at least \$50,000 in unpaid royalties and accumulated interest.

17. Andrew Keith ("Andrew") was a renowned author. In or about 1995 Keith authored the book "Blood of Heroes" in the Battletech series. This book is listed in Appendix A to Exhibit B and is a subject of this action.

18. On or about May 1, 2016, William Keith, as Andrew's heir, entered into a written publishing agreement (the "Keith Heir Agreement") with Defendant Topps whereby Topps agreed to publish the "Blood of Heroes" book. A true and correct copy of the Keith Heir Agreement is attached hereto as Exhibit B.

19. Topps entered into the Keith Heir Agreement, in part, because Topps' predecessors-in-interest had failed to pay Andrew and Keith royalties as required in previous agreements.

20. The Keith Heir Agreement required Topps to render annual accountings of royalties due and make payment thereon by April 30 of the following year (Paragraph 8) and to make payments to Keith in accordance with Exhibit A of the Keith Heir Agreement.

21. Topps has failed and refused to report royalties owed or to make any payments to Keith for 2022, 2023 or 2024 under the Keith Heir Agreement, despite Keith's repeated demands therefore.

22. Keith is informed, believes and thereon alleges that Topps owes him at least \$50,000 in unpaid royalties and accumulated interest pursuant to the Keith Heir Agreement.

23. Thomas Gressman ("Gressman") was a renowned author. Between 1997 and 2002 Gressman authored four books in the Battletech series and one book in the MechWarrior series

that are a subject of this lawsuit. Those books are listed in Appendix A to Exhibit C and are a subject of this action.

24. On or about May 1, 2016, Brenda Gressman, Gressman's widow and heir ("Gressman's Heir") entered into a written publishing agreement (the "Gressman Agreement") with Defendant Topps whereby Topps agreed to publish four of Gressman's Battletech books and one of Gressman's MechWarrior books. A true and correct copy of the Gressman Agreement is attached hereto as Exhibit C.

25. Topps entered into the Gressman Agreement, in part, because Topps' predecessors-in-interest had failed to pay Gressman's Heir royalties as required in previous agreements.

26. The Gressman Agreement required Topps to render annual accountings of royalties due and make payment thereon by April 30 of the following year (Paragraph 8) and to make payments to Gressman's Heir in accordance with Exhibit A of the Gressman Agreement.

27. Topps has failed and refused to report royalties owed or to make any payments to Gressman's Heir for 2022, 2023 or 2024, despite Gressman's Heir's repeated demands therefore.

28. Gressman's Heir is informed, believes and thereon alleges that Topps owes her at least \$50,000 in unpaid royalties and accumulated interest.

29. Mel Odom ("Odom") is a renowned author. Between 1996 and 2003 Odom authored three books in the Shadowrun series. Those books are listed in Appendix A to Exhibit D and are a subject of this action.

30. On or about May 1, 2016, Odom entered into a written publishing agreement (the "Odom Agreement") with Defendant Topps whereby Topps agreed to publish three of Odom's books. A true and correct copy of the Odom Agreement is attached hereto as Exhibit D.

31. Topps entered into the Odom Agreement, in part, because Topps' predecessors-in-interest had failed to pay Odom royalties as required in previous agreements.

32. The Odom Agreement required Topps to render annual accountings of royalties due and make payment thereon by April 30 of the following year (Paragraph 8) and to make payments to Odom in accordance with Exhibit A of the Odom Agreement.

33. Topps has failed and refused to report royalties owed or to make any payments to Odom for 2022, 2023 or 2024, despite Odom's repeated demands therefore.

34. Odom is informed, believes and thereon alleges that Topps owes him at least \$50,000 in unpaid royalties and accumulated interest.

**FIRST CAUSE OF ACTION**  
**BREACH OF CONTRACT**

35. The Authors reallege and incorporate herein by this reference each and every allegation contained in Paragraphs 1 through 34, as set forth above.

36. Each of the Authors entered into a publishing agreement with Topps, which was a legally binding agreement between them.

37. Each of the Authors has fulfilled all of their respective obligations under the agreements.

38. Topps materially breached each of the agreements by failing and refusing to provide accountings and pay royalties due to each of the Authors for the years 2022, 2023 and 2024.

39. Defendants' breaches of the contracts have continued despite the Authors' multiple demands for the accountings and payments due under the agreements.

40. Defendants' breaches of the contracts with the Authors have caused the Authors monetary damages in the amount of at least \$200,000 in principal, plus interest from the dates such payments were due until paid.

**PRAYER FOR RELIEF**

WHEREFORE, based on the above allegations, the Authors, and each of them, pray for judgment against Defendants as follows:

1. Compensatory damages for Defendants' breach of contract in an amount to be proven at trial, but in an amount of at least \$200,000 plus accrued interest at the statutory rate of nine percent (9%) per annum from the dates such payments were due until paid;
2. For an award of the Authors' expenses incurred as a result of Defendants' breaches, including but not limited to their attorney's fees and costs of suit;
3. For an award of pre- and post-judgment interest as required by New York law; and
4. For such other relief as the Court deems just and necessary.

Dated: August 27, 2025

Respectfully submitted:

By: /s/ Michael D. Steger

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