

# EXHIBIT B

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

STEAK N SHAKE ENTERPRISES, INC., )

Plaintiff, )

v. )

THE VARNSON GROUP, LLC, )

Defendant. )

CASE NO. \_\_\_\_\_

**AFFIDAVIT OF ALAN VARNSON**

I, Alan Varnson, am over the age of 18 and suffer from no disability that would render my testimony incompetent.

1. I am the owner and President of The Varnson Group ("Varnson"). I have served in this capacity since 1994 when I started the company. In the course of my duties in this capacity, I have actual knowledge of the matters discussed herein, including the Agreement for Advertising Services ("Agreement") between Varnson and Steak n Shake Enterprises, Inc. ("Steak n Shake").

2. I understand that Steak n Shake has filed a lawsuit against Varnson alleging that Varnson has wrongfully retained possession of "Steak n Shake's recent advertising and promotional data and information, including electronic data and information created by Varnson and Steak n Shake's advertising agency in the form of Steak n Shake's marks, promotional materials, photographs, coupon templates and other print advertising templates (the 'advertising Digital Asset Library')." In addition, Steak n Shake has alleged that Varnson "refuses to release Steak n Shake's website domain, <http://www.steaknshakevaluevault.com>, where customers can access and print online coupons for menu items (the 'Domain Name')."

3. I understand that Steak n Shake has asked that the Court (a) declare and determine Steak n Shake's rights to the return of the Advertising Digital Asset Library and Domain Name; (b) find and declare that Steak n Shake is entitled to the prompt and immediate return of the Advertising Digital Asset Library and Domain Name; and (c) order Varnson to immediately return the Advertising Digital Asset Library and Domain Name to Steak n Shake.


4. In my experience in the advertising industry, I am familiar with the value of marks, promotional materials, photographs, coupon templates, other print advertising templates and websites to certain businesses.

5. Although I do not believe that Varnson has improperly withheld Steak n Shake's Advertising Digital Asset Library and Domain Name, the value to Steak n Shake of the "Advertising Digital Asset Library" (which is defined by Steak n Shake in its Verified Complaint as including Steak n Shake's marks, promotional materials, photographs, coupon templates and other print advertisement templates) and the domain name for Steak n Shake's website (<http://www.steaknshakevaluevault.com>) exceeds \$75,000.

I AFFIRM UNDER THE PENALTIES OF PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE TO THE BEST OF MY KNOWLEDGE.

4-1-09

Date

  
\_\_\_\_\_  
Alan Varnson

1385316