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1 Martin J. Barab (State Bar No. 47419)  
2 A. Raymond Hamrick, III (State Bar No. 93821)  
3 Kenneth A. Kotarski (State Bar No. 100954)  
4 HAMRICK & EVANS, LLP  
5 2600 West Olive Avenue, Suite 1020  
6 Burbank, California 91505  
7 Telephone No.: (818) 763-5292  
8 Fax No.: (818) 763-2308

**FILED**  
Superior Court of California  
County of Los Angeles

JUN 07 2016

Sherri R. Carter, Executive Officer/Clerk  
By [Signature], Deputy  
Ishayla Chambers

Attorneys for Plaintiffs  
KENNETH NUTLEY and STEPHEN  
CAGNAZZI

*DTI Suzanne Briguera*  
SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

BC 6 2 3 0 1 8

11 KENNETH NUTLEY, an individual; and  
12 STEPHEN CAGNAZZI, an individual,

Case No.:  
[Unlimited Jurisdiction]

Plaintiffs,

**COMPLAINT FOR DAMAGES FOR:**

v.

14 RADAR PICTURES, LLC, a Delaware limited  
15 liability company; FREDERICK "TED" FIELD, an  
16 individual; ACME KICK, LLC, a California  
17 limited liability company; ACME KICK  
18 PRODUCTIONS, LLC, a Louisiana limited  
19 liability company; ACME KICK INVESTMENTS,  
20 LLC, a Louisiana limited liability company;  
21 DIMITRI LOGOTHETIS, an individual; and  
22 DOES 1 through 100, inclusive,

- 1. BREACH OF CONTRACT
- 2. BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
- 3. BREACH OF WRITTEN GUARANTY
- 4. FRAUD
- 5. OPEN BOOK ACCOUNT
- 6. ACCOUNT STATED
- 7. UNJUST ENRICHMENT
- 8. MONEY HAD AND RECEIVED
- 9. MONEY LENT

Defendants.

**DEMAND FOR JURY TRIAL**

22 Plaintiffs KENNETH NUTLEY ("Nutley") and STEPHEN CAGNAZZI ("Cagnazzi")  
23 (collectively, "Plaintiffs") allege as follows:

**THE PARTIES**

- 25 1. At all times relevant hereto, Plaintiffs were, and are, individuals, and residents of  
26 Los Angeles County, California.
- 27 2. At all times relevant hereto, Defendant DIMITRI LOGOTHETIS (hereinafter  
28 "Logothetis") was, and is, an individual, and a resident of Los Angeles County, California.

CIT/CASE: EC623018  
LEM/DEF#: 11:35 AM  
RECEIPT #: CHES917924  
DATE PAID: 06/07/16  
PAYMENT: \$95.00  
RECEIVED: 11:35 AM  
CHECK: \$0.00  
CASH: \$0.00  
CHANGE: \$0.00  
CARD: \$0.00

BY FAX

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1 3. At all times relevant hereto, Defendant ACME KICK, LLC (hereinafter "Acme  
2 Kick") was, and is, a limited liability company, organized and existing under the laws of the State  
3 of California, with its principal place of business in Los Angeles County, California.

4 4. At all times relevant hereto, Defendant ACME KICK PRODUCTIONS, LLC  
5 (hereinafter "Acme Kick Productions") was, and is, a limited liability company, organized and  
6 existing under the laws of the State of Louisiana, with its principal place of business in East Baton  
7 Rouge County, Louisiana.

8 5. Defendant ACME KICK INVESTMENTS, LLC (hereinafter "Acme Kick  
9 Investments") was, and is, a limited liability company, organized and existing under the laws of  
10 the State of Louisiana, with its principal place of business in East Baton Rouge County, Louisiana.

11 6. Plaintiffs are informed and believe and based thereon allege that Defendants Acme  
12 Kick, Acme Kick Productions, and Acme Kick Investments have the same owner, Logothetis, and  
13 engage in the same business, i.e., motion picture production and sales. Plaintiffs are further  
14 informed and believe and based thereon allege that Logothetis dominated, influenced, and  
15 controlled Acme Kick, Acme Kick Productions, and Acme Kick Investments, and each of them.  
16 As such, there existed and now exists a unity of interest and ownership between Logothetis, Acme  
17 Kick, Acme Kick Productions, and Acme Kick Investments such that individuality and  
18 separateness has ceased, if any ever existed, and it is necessary to treat them as alter egos in order  
19 to avoid manifest injustice. Plaintiffs are further informed and believe and based thereon allege  
20 that adherence to the fiction of the separate existence of Logothetis, Acme Kick, Acme Kick  
21 Productions, and Acme Kick Investments would permit an abuse of the corporate franchise and  
22 privilege, and would sanction a fraud or promote injustice by, *inter alia*, allowing parties that  
23 benefitted from the financing provided by Plaintiffs to escape responsibility for repayment thereof.

24 7. Defendant RADAR PICTURES, LLC (hereinafter "Radar") was, and is, a limited  
25 liability company, organized and existing under the laws of the State of Delaware, with its  
26 principal place of business in Los Angeles County, California. Plaintiffs are informed and believe  
27 and based thereon allege that Radar is authorized and qualified to do business, and does significant  
28 business in the County of Los Angeles, State of California and within this judicial district.



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1 jurisdiction over Acme Kick Productions and Acme Kick Investments because they do significant  
 2 business in the County of Los Angeles, State of California and within this judicial district, they  
 3 entered into the agreement at issue herein in the County of Los Angeles, which agreement was to  
 4 be performed in the County of Los Angeles, the notice provision in the agreement at issue herein  
 5 provides that notice to Acme Kick Productions is to be given to, among others, counsel in Los  
 6 Angeles, California, the feature-length motion picture at issue herein was produced in the County  
 7 of Los Angeles, they received short-term bridge financing from Plaintiffs within the County of  
 8 Los Angeles, their parent company is located in the County of Los Angeles, State of California,  
 9 and they committed certain of the acts alleged herein in the County of Los Angeles, State of  
 10 California and within this judicial district.

11 12. Venue is proper in the County of Los Angeles in accordance with Section 395(a) of  
 12 the California *Code of Civil Procedure* because the Defendants, or some of them, reside in the  
 13 County of Los Angeles, and because the events alleged herein occurred in the County of Los  
 14 Angeles.

15 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

16 13. Plaintiffs are informed and believe and based thereon allege that Acme Kick  
 17 Productions acquired the rights to produce a feature-length motion picture entitled *Kickboxer:*  
 18 *Vengeance* (hereinafter the "Picture").

19 14. In or about late-2014, the producers of the Picture, Logothetis, Field, and Nicholas  
 20 Celozzi, approached Nutley about short-term bridge financing (the "Bridge Loan"). Plaintiffs, on  
 21 the one hand, and Acme Kick Productions and Radar as Guarantor, on the other hand, entered into  
 22 a "Financing Deal Memo," dated December 4, 2014 for reference purposes only, whereby  
 23 Plaintiffs agreed to provide a short-term Bridge Loan to Acme Kick Productions for the  
 24 production of the Picture. A true and correct copy of the Financing Deal Memo (hereinafter the  
 25 "Financing Deal") is attached hereto as Exhibit "1," and is incorporated by reference as though  
 26 fully set forth herein.

27 15. Under the Financing Deal, Plaintiffs agreed to make a Bridge Loan in an aggregate  
 28 principal amount of One Million Dollars (\$1,000,000.00) to Acme Kick Productions for the

1 production of the Picture. The Finance Deal also provided that Plaintiffs could, at their sole  
 2 discretion, increase the Bridge Loan up to Two Million Dollars (\$2,000,000.00) subject to the  
 3 terms of the Financing Deal. On or about December 5, 2014, Plaintiffs advanced the sum of One  
 4 Million Dollars (\$1,000,000.00) to Acme Kick Productions for the production of the Picture.

5 16. Under the Financing Deal, and in consideration of the funds advanced by Plaintiffs,  
 6 Acme Kick Productions agreed to repay the Bridge Loan upon, and directly from, the closing of a  
 7 Production Loan from Aperture/Emigrant Bank, which was "anticipated to be [closed] by  
 8 approximately December 16, 2014" (hereinafter the "Aperture Take-Out Loan"). The Financing  
 9 Deal also established an outside repayment deadline of April 3, 2015, which was no later than one  
 10 hundred twenty (120) days from the December 4, 2014 date of the Financing Deal (hereinafter the  
 11 "Repayment Date"), by which time Acme Kick Productions, Radar, and/or Field were required to  
 12 repay the principal amount of One Million Dollars (\$1,000,000.00) advanced by Plaintiffs, plus  
 13 certain fees, interest, expenses and costs. Field also represented to Plaintiffs that the Aperture  
 14 Take-Out Loan was going to happen within a few days. Thus, the parties to the Financing Deal  
 15 anticipated that the executing parties would mutually perform within a matter of days. Instead,  
 16 Defendants never closed the Aperture Take-Out Loan and never repaid the Bridge Loan.

17 17. Under the Financing Deal, Radar, as a producing partner of Acme Kick  
 18 Productions, guaranteed the amount to be repaid to Plaintiffs, inclusive of all related fees and  
 19 interest. However, prior to Plaintiffs wiring the Bridge Loan funds to Acme Kick Productions,  
 20 Field represented to Plaintiffs that Field would personally guarantee the Bridge Loan. On  
 21 December 5, 2014, Plaintiffs wired One Million Dollars (\$1,000,000.00) to Acme Kick  
 22 Productions based on Field's promise to personally guarantee the Bridge Loan. In fact, using his  
 23 own lawyer to draft the agreement, Field never did personally guarantee the Financing Deal in  
 24 writing. All documents associated with the Bridge Loan, including the Financing Deal, were  
 25 drafted and submitted to Plaintiffs by Radar's in-house counsel. Plaintiffs did not retain, and were  
 26 not represented by, counsel with respect to the Bridge Loan and the Financing Deal.

27 18. Plaintiffs' received the Financing Deal Memo from Field's attorney after their funds  
 28 were wired to Acme Kick Productions, and for the first time were made aware that the guarantee

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1 was from Radar and that the Financing Deal Memo was not personally guaranteed by Field as he  
2 had promised numerous times during meetings with Plaintiffs, and which was a part of Plaintiffs'  
3 agreement for the Bridge Loan.

4 19. In response to Plaintiffs' objections to the absence of a personal guarantee from  
5 Field in the Financing Deal Memo, Field's attorney advised Plaintiffs that the Financing Deal  
6 Memo would be amended to include a personal guarantee from Field. However, the Financing  
7 Deal Memo was never amended. By its terms, the Financing Deal Memo states that Radar, as a  
8 producing partner of Acme Kick Productions, would guarantee the loan, and Field signed the  
9 Financing Deal Memo on behalf of both Radar (as its CEO) and Acme Kick Productions (as its  
10 "V.P.").

11 20. The principal amount of One Million Dollars (\$1,000,000.00) advanced by  
12 Plaintiffs, plus certain fees, interest, expenses, and costs, are due and payable under the Financing  
13 Deal. Nevertheless, Acme Kick Productions, Radar, and Field have failed and refused to repay all  
14 of the sums owed to Plaintiffs under the Financing Deal.

15 21. On or about July 15, 2015, Cagnazzi served a demand letter on Field, Logothetis,  
16 Radar, Acme Kick, Acme Kick Productions, Acme Kick Investments, and others, demanding  
17 repayment of the overdue Bridge Loan. A true and correct copy of the July 15, 2015 demand letter  
18 (hereinafter the "Demand Letter") is attached hereto as Exhibit "2," and is incorporated by  
19 reference as though fully set forth herein. Defendants, and each of them, have repeatedly ignored  
20 and avoided Plaintiffs' requests for repayment, despite having received the proceeds of numerous  
21 other bridge loans and garnering millions in dollars in sales internationally from the Picture. The  
22 Picture is currently set to be released in the United States on August 19, 2016. A true and correct  
23 copy of a May 18, 2016 screen shot of the IMDbPro Release Details for the Picture is attached  
24 hereto as Exhibit "3," and is incorporated by reference as though fully set forth herein.

25 **FIRST CAUSE OF ACTION**

26 **(For Breach of Written Contract By All Plaintiffs Against All Defendants)**

27 22. Plaintiffs incorporate herein by reference each and every allegation contained in  
28 paragraphs 1 through 21, inclusive.

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1           29. Plaintiffs and Defendants entered into an enforceable written contract comprised of  
 2 the Financing Deal wherein Plaintiffs agreed to advance funds for production of the Picture to  
 3 Acme Kick Productions in consideration for Acme Kick Productions' repayment of those funds  
 4 plus certain fees, interest, expenses, and costs. Further, Radar and Field guaranteed the repayment  
 5 of those funds advanced to Acme Kick Productions for production of the Picture.

6           30. Plaintiffs performed all of their material obligations under the Financing Deal,  
 7 except for any obligations that may have been excused or prevented by Defendants' non-  
 8 performance, including but not limited to advancing substantial funds, in the principal amount of  
 9 One Million Dollars (\$1,000,000.00), to Defendants for the production of the Picture.

10           31. At the time of entering into the Financing Deal, and thereafter, Field, Field's  
 11 attorneys, Logothetis, and his associates represented to Plaintiffs that Defendants would honor  
 12 their obligations under the terms of the Financing Deal, and repay the Bridge Loan for production  
 13 of the Picture. Defendants' representations include, but are not limited to, the following:

- 14           a. Defendants' promise to repay to Plaintiffs the Bridge Loan;
- 15           b. Radar's guarantee of the repayment to Plaintiffs of the Bridge Loan;
- 16           c. Field's representation to Plaintiffs that he would personally guarantee the  
 17 repayment to Plaintiffs of the Bridge Loan;
- 18           d. Field's representation to Plaintiffs that the Picture would receive at least a  
 19 600 screen release;
- 20           e. Acme Kick Productions' representation that the Bridge Loan would be  
 21 repaid within days once the Aperture Take-Out Loan closed on or about  
 22 December 16, 2014;
- 23           f. Field's representation that the Aperture Take-Out Loan would be closed no  
 24 later than December 24, 2014, and Field's further representation that  
 25 the Bridge Loan would be repaid by December 25, 2014; and
- 26           g. Acme Kick Productions' drafting of, and representations in, the Financing  
 27 Deal that the Bridge Loan would, under no uncertain terms, be repaid  
 28 within 120 days.



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1           32. Plaintiffs relied on Defendants' representations described above, incurring  
 2 substantial costs and expenses in making the Bridge Loan, in the principal amount of One Million  
 3 Dollars (\$1,000,000.00), which funds have continued to accrue interest for over a year, and which  
 4 remain entirely unpaid. In failing and reusing to perform their material obligations under the  
 5 Financing Deal, Defendants have unfairly and tortiously interfered with Plaintiffs' rights to receive  
 6 the benefits of the Financing Deal.

7           33. In the interim since the principal amount of the Bridge Loan of One Million Dollars  
 8 (\$1,000,000.00), plus all fees, interest, expenses, and costs, became due and owing, Defendants  
 9 have engaged in a pattern of behavior that has evidenced a clear intent to not satisfy the terms and  
 10 conditions of the Financing Deal or to repay the Bridge Loan, plus all fees, interest, expenses, and  
 11 costs due and owing under the Financing Deal, despite having funds available from the  
 12 exploitation of the Picture including, but not limited to, the following sources:

- 13           a. A February 6, 2015 Exclusive Distribution Agreement with Image  
 14           Entertainment that entitles Acme Kick to an advance of One Million Five  
 15           Hundred Thousand Dollars (\$1,500,000.00) subject to the terms of that  
 16           agreement;
- 17           b. The execution of a term sheet on or about April 13, 2015 with  
 18           Hollywood Media Bridge for a secured loan of Nine Million Six Hundred  
 19           Twenty-Five Thousand Dollars (\$9,625,000.00);
- 20           c. The execution of a Loan and Security Agreement in or about June 2015  
 21           with AJN Film Solutions, LLC for an advance of Seven Million Five  
 22           Hundred Ninety-Two Thousand Three Hundred Twenty-One Dollars  
 23           (\$7,592,321.00); and
- 24           d. Not less than Three Million Dollars (\$3,000,000.00) in proceeds from  
 25           distribution deals for the Picture in international markets as of February 18,  
 26           2015.

27           34. The conduct of Defendants, and each of them, as described above evidences a  
 28 repeated and intentional avoidance of repayment of the Bridge Loan, despite the fact the payment

1 is overdue and that Defendants have substantial funds available to do so.

2 35. As a direct and proximate result of Defendants' breach of the implied covenant of  
3 good faith and fair dealing in the Financing Deal, Plaintiffs have incurred substantial financial  
4 losses and have been damaged in an amount not less than One Million Five Hundred Fifty-Five  
5 Thousand Nine Hundred Thirty-Four Dollars (\$1,555,934).

6 **THIRD CAUSE OF ACTION**

7 **(For Breach of Written Guaranty By All Plaintiffs**

8 **Against Defendants Radar Pictures, LLC**

9 **and DOES 6-10, inclusive)**

10 36. Plaintiffs incorporate herein by reference each and every allegation contained in  
11 paragraphs 1 through 21, 23 through 25, and 28 through 34, inclusive.

12 37. Radar, as Guarantor, executed the Financing Deal and, pursuant to Articles 4 and 9  
13 of the Financing Deal, thereby guaranteed, and otherwise was considered the Guarantor of, the  
14 "Repayment Amount" of the Bridge Loan, inclusive of all related loan fees and interest pursuant to  
15 the terms stated in the Financing Deal.

16 38. Defendants have failed and refused to perform their material obligations under the  
17 Financing Deal, by failing and refusing to timely repay the principal amount of the Bridge Loan of  
18 One Million Dollars (\$1,000,000.00), plus all fees, interest, expenses, and costs due and owing  
19 under the Financing Deal. Defendants' failure and refusal to perform their material obligations  
20 under the Financing Deal constitutes an unjustified material breach of the Financing Deal, thereby  
21 triggering the obligations of Radar, as Guarantor, pursuant to Articles 4 and 9 of the Financing  
22 Deal, which renders Radar, as Guarantor, liable to Plaintiffs for the sums owed.

23 39. On or about July 15, 2015, Cagnazzi served the Demand Letter on Radar, as  
24 Guarantor, Field, Logothetis, Acme Kick, Acme Kick Productions, Acme Kick Investments, and  
25 others, demanding repayment of the overdue Bridge Loan. Nevertheless, Radar, as Guarantor,  
26 failed to pay the sums due and owing to Plaintiffs.

27 40. As a direct and proximate result of Defendants' breaches of the Financing Deal, and  
28 pursuant to the Guarantee provisions of the Financing Deal, including Articles 4 and 9, Radar, as

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1 Guarantor, owes Plaintiffs an amount not less than One Million Five Hundred Fifty-Five Thousand  
2 Nine Hundred Thirty-Four Dollars (\$1,555,934).

3 **FOURTH CAUSE OF ACTION**

4 **(For Fraud By All Plaintiffs Against All Defendants)**

5 41. Plaintiffs incorporate herein by reference each and every allegation contained in  
6 paragraphs 1 through 21, 23 through 25, 28 through 34, and 37 through 39, inclusive.

7 42. Defendants intentionally mislead Plaintiffs by representing to Plaintiffs that the  
8 Aperture Take-Out Loan would "take out," i.e., pay in full, the Bridge Loan, and that Plaintiffs  
9 would be paid in full on the Bridge Loan in less than two weeks.

10 43. Field intentionally mislead Plaintiffs by representing to Plaintiffs that the Aperture  
11 Take-Out Loan was going to happen within a few days, leading Plaintiffs to actually and  
12 justifiably rely on Field's representations and believe that the Defendants would mutually perform  
13 pursuant to the terms and conditions of the Financing Deal, and repay the Bridge Loan within a  
14 matter of days.

15 44. Field also intentionally mislead Plaintiffs by representing to Nutley that Field  
16 would individually guarantee the Bridge Loan. However, using his own lawyer to draft the  
17 agreement, Field never did personally guarantee the Financing Deal in writing. Nutley received  
18 the Financing Deal from Field's lawyer some days after Plaintiffs' funds were wired. At that point,  
19 Nutley first became aware that the guarantee was from Radar, and not a personal guarantee from  
20 Field. In response to Nutley's objection to the absence of a personal guarantee from Field, Field's  
21 lawyer told Nutley that the Financing Deal would be amended to include a personal guarantee  
22 from Field. Nevertheless, Field later told Nutley that when Field said "he" would guarantee the  
23 loan, he meant "Radar," and the Financing Deal Memo was never amended.

24 45. Further, Field intentionally mislead Plaintiffs by representing to Plaintiffs that the  
25 documents prepared and presented to Plaintiffs by Radar's in-house counsel accurately represented  
26 and reflected the deal reached between Plaintiffs and Defendants, that Plaintiffs would be secured,  
27 and that Plaintiffs did not need to retain separate counsel to represent them. Plaintiffs actually and  
28 justifiably relied on Field's representations, and did not retain, and were not represented by,

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1 separate counsel with respect to the Bridge Loan and the Financing Deal. Based on Field's  
2 numerous representations to Plaintiffs that he would personally guarantee the Bridge Loan, if  
3 Plaintiffs had known that only Radar would guarantee the loan, they would not have wired the  
4 funds to Acme Kick Productions for the production of the Picture.

5 46. By engaging in the conduct alleged herein and above, Defendants conspired to  
6 deprive Plaintiffs of their rightful interests, including the right of timely repayment, in the  
7 Financing Deal. As part of their fraudulent misrepresentations, Defendants intentionally mislead  
8 Plaintiffs and fraudulently concealed from them their intent not to repay the Bridge Loan by  
9 Plaintiffs to Defendants for the production of the Picture for the purpose of inducing Plaintiffs' to  
10 act in reliance on their intentional misrepresentations and/or material omissions. At a minimum,  
11 Defendants should have known their representations were false, as they were made recklessly and  
12 without regard for their truth.

13 47. Defendants knew that Plaintiffs would reasonably rely on their integrity and  
14 honesty in making the false representations asserted herein and, in fact, Plaintiffs did so. Plaintiffs  
15 actually and justifiably relied on Defendants' fraudulent concealment and intentional  
16 misrepresentations by, among other things, making the Bridge Loan, in the principal amount of  
17 One Million Dollars (\$1,000,000.00), to Defendants for the production of the Picture, and  
18 refraining from engaging in earlier efforts to collect the monies advanced by Plaintiffs, plus all  
19 fees, interest, expenses, and costs due and owing.

20 48. As a result of the foregoing fraudulent conduct, Plaintiffs have suffered actual  
21 damages in an amount to be determined at trial, but in an amount believed to be not less than One  
22 Million Five Hundred Fifty-Five Thousand Dollars (\$1,555,000).

23 49. Defendants may have committed other acts of fraud and deceit, which caused  
24 damage to Plaintiffs and of which Plaintiffs are currently unaware. Upon ascertainment of such  
25 further acts and damage, Plaintiffs will seek such other relief and damages as may be warranted.

26 50. The acts of Defendants' wrongful conduct were willful, oppressive, fraudulent, and  
27 malicious. Said acts were authorized, ratified, and approved by Field, Logothetis, and managing  
28 agents and officers of Acme Kick, Acme Kick Productions, Acme Kick Investments, and Radar.

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1 Plaintiffs are therefore entitled to punitive damages according to proof at trial.

2 **FIFTH CAUSE OF ACTION**

3 **(For Open Book Account By All Plaintiffs Against All Defendants)**

4 51. Plaintiffs incorporate herein by reference each and every allegation contained in  
5 paragraphs 1 through 21, 23 through 25, 28 through 34, 37 through 39, and 42 through 47,  
6 inclusive.

7 52. Plaintiffs kept an account of the debits and credits involved in the Bridge Loan to,  
8 and on behalf of, Defendants, and each of them. Within the last four years, Defendants, and each  
9 of them, became indebted to Plaintiffs on an open book account for money due in an amount not  
10 less than One Million Five Hundred Fifty-Five Thousand Nine Hundred Thirty-Four Dollars  
11 (\$1,555,934).

12 **SIXTH CAUSE OF ACTION**

13 **(For Account Stated By All Plaintiffs Against All Defendants)**

14 53. Plaintiffs incorporate herein by reference each and every allegation contained in  
15 paragraphs 1 through 21, 23 through 25, 28 through 34, 37 through 39, and 42 through 47,  
16 inclusive.

17 54. Within the last four years, Defendants, and each of them, became indebted to  
18 Plaintiffs for the principal amount of the Bridge Loan of One Million Dollars (\$1,000,000.00),  
19 plus all fees, interest, expenses, and costs due and owing under the Financing Deal because an  
20 account was stated, in writing, by and between Plaintiffs and Defendants, and each of them, in  
21 which it was agreed that Defendants, and each of them, were indebted to Plaintiffs, and in which it  
22 was agreed that the amount stated in the account, not less than One Million Five Hundred Fifty-  
23 Five Thousand Nine Hundred Thirty-Four Dollars (\$1,555,934), was the correct amount owed by  
24 Defendants, and each of them, to Plaintiffs, and Defendants, and each of them, promised to pay  
25 the stated amount to Plaintiffs.

26 **SEVENTH CAUSE OF ACTION**

27 **(For Unjust Enrichment By All Plaintiffs Against All Defendants)**

28 55. Plaintiffs incorporate herein by reference each and every allegation contained in

1 paragraphs 1 through 21, 23 through 25, 28 through 34, 37 through 39, and 42 through 47,  
2 inclusive.

3 56. As a result of the breaches and wrongful acts of Defendants, and each of them, they  
4 have been unjustly enriched and benefited. Defendants, and each of them, derived and continue to  
5 derive a benefit from failing and refusing to pay the amounts they owe to Plaintiffs under the  
6 terms and conditions of the Financing Deal.

7 57. Defendants, and each of them, are under an obligation to pay Plaintiffs, forthwith,  
8 the entire amount by which they have been unjustly enriched in an amount not less than One  
9 Million Five Hundred Fifty-Five Thousand Nine Hundred Thirty-Four Dollars (\$1,555,934).

10 **EIGHTH CAUSE OF ACTION**

11 **(For Money Had And Received By All Plaintiffs Against All Defendants)**

12 58. Plaintiffs incorporate herein by reference each and every allegation contained in  
13 paragraphs 1 through 21, 23 through 25, 28 through 34, 37 through 39, and 42 through 47,  
14 inclusive.

15 59. Within the last two years, Defendants, and each of them, became indebted to  
16 Plaintiffs for money had and received by Defendants, which rightfully belonged, and belongs, to  
17 Plaintiffs.

18 60. The reasonable value of the amount due and payable to Plaintiffs is not less than  
19 One Million Five Hundred Fifty-Five Thousand Nine Hundred Thirty-Four Dollars (\$1,555,934).

20 **NINTH CAUSE OF ACTION**

21 **(For Money Lent By All Plaintiffs Against All Defendants)**

22 61. Plaintiffs incorporate herein by reference each and every allegation contained in  
23 paragraphs 1 through 21, 23 through 25, 28 through 34, 37 through 39, and 42 through 47,  
24 inclusive.

25 62. Within the last two years, Defendants, and each of them, became indebted to  
26 Plaintiffs for money lent by Plaintiffs to Defendants, and each of them, at Defendants' request.

27 63. The value of the money lent by Plaintiffs to Defendants, and each of them, at  
28 Defendants' request is not less than One Million Five Hundred Fifty-Five Thousand Nine Hundred

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1 Thirty-Four Dollars (\$1,555,934).

2 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as  
3 follows:

4 **FIRST CAUSE OF ACTION**

5 1. For compensatory and consequential damages in the sum of not less than One  
6 Million Five Hundred Fifty-Five Thousand Nine Hundred Thirty-Four Dollars (\$1,555,934);

7 2. For compensatory and consequential damages in the amount of two and one-half  
8 percent (2.5%) of the Defendants' net profits in the Picture;

9 **SECOND CAUSE OF ACTION**

10 3. For compensatory and consequential damages in the sum of not less than One  
11 Million Five Hundred Fifty-Five Thousand Nine Hundred Thirty-Four Dollars (\$1,555,934);

12 4. For compensatory and consequential damages in the amount of two and one-half  
13 percent (2.5%) of the Defendants' net profits in the Picture;

14 **THIRD CAUSE OF ACTION**

15 5. For compensatory and consequential damages in the sum of not less than One  
16 Million Five Hundred Fifty-Five Thousand Nine Hundred Thirty-Four Dollars (\$1,555,934);

17 6. For compensatory and consequential damages in the amount of two and one-half  
18 percent (2.5%) of the Defendants' net profits in the Picture;

19 **FOURTH CAUSE OF ACTION**

20 7. For compensatory damages, in an amount to be proven at trial, but in an amount  
21 believed to be not less than One Million Five Hundred Fifty-Five Thousand Dollars (\$1,555,000);

22 8. For punitive and exemplary damages;

23 **FIFTH CAUSE OF ACTION**

24 9. For damages, in an amount to be proven at trial, but in an amount believed to be not  
25 less than One Million Five Hundred Fifty-Five Thousand Nine Hundred Thirty-Four Dollars  
26 (\$1,555,934);

27 **SIXTH CAUSE OF ACTION**

28 10. For damages, in an amount to be proven at trial, but in an amount believed to be not

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1 less than One Million Five Hundred Fifty-Five Thousand Nine Hundred Thirty-Four Dollars  
2 (\$1,555,934);

3 **SEVENTH CAUSE OF ACTION**

4 11. For damages, in an amount to be proven at trial, but in an amount believed to be not  
5 less than One Million Five Hundred Fifty-Five Thousand Nine Hundred Thirty-Four Dollars  
6 (\$1,555,934);

7 **EIGHTH CAUSE OF ACTION**

8 12. For damages, in an amount to be proven at trial, but in an amount believed to be not  
9 less than One Million Five Hundred Fifty-Five Thousand Nine Hundred Thirty-Four Dollars  
10 (\$1,555,934);

11 **NINTH CAUSE OF ACTION**


12 13. For damages, in an amount to be proven at trial, but in an amount believed to be not  
13 less than One Million Five Hundred Fifty-Five Thousand Nine Hundred Thirty-Four Dollars  
14 (\$1,555,934);

15 **ALL CAUSES OF ACTION**

- 16 14. For costs of suit incurred herein;
- 17 15. For attorneys' fees as may be provided by contract and/or law;
- 18 16. For interest as may be provided by law; and
- 19 17. For such other and further relief as the Court may deem just and proper.

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21 DATED: May 31, 2016

HAMRICK & EVANS, LLP

22  
23 By:   
 24 MARTIN J. FARAB  
 25 A. RAYMOND HAMRICK, III  
 26 KENNETH A. KOTARSKI  
 27 Attorneys for Plaintiffs  
 28 KENNETH NUTLEY and STEPHEN  
 CAGNAZZI

HAMRICK & EVANS, LLP

06/07/2016



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**DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury of any issue triable of right by jury.

DATED: May 31, 2016

HAMRICK & EVANS, LLP

By: *M. Barab*  
MARTIN C. BARAB  
A. RAYMOND HAMRICK, III  
KENNETH A. KOTARSKI  
Attorneys for Plaintiffs  
KENNETH NUTLEY and STEPHEN  
CAGNAZZI

HAMRICK & EVANS, LLP

06/07/2016

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