

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

JAY LEVINE

Plaintiff(s),

-against-

ANESTHESIA HOLDINGS, LLC, ANESTHESIA PRODUCTIONS, INC., DOMICILE NYC, INC, DOMICILE FILMS, LLC, GRAND SCHEMA, INC., CHRISTOPHER J. SCOTT, GLENN SCOTT, JASON BIRNBAUM, NICHOLSON USA PROPERTIES, INC., IFC FILMS, LLC, SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS, DIRECTORS GUILD OF AMERICA, WRITERS GUILD OF AMERICA, WEST, INC., and WRITERS GUILD OF AMERICA, EAST, INC.

Defendant(s).

Index No.:

Date of Purchase:

**SUMMONS**

Plaintiff designates New York County as the place for trial

The basis of venue is that the cause of action arose in said County and that the Defendants maintain a principal place of business in said County

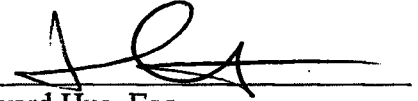
Defendants' Address:  
32B Clinton Street  
New York, New York  
10002

**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 attorneys within twenty (20) days after the service of this Summons, exclusive of the day of service or thirty (30) days after service is complete, if this Summons is not personally delivered to you within the State of New York; and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

**Dated: Flushing, New York  
May 7, 2018**

**HUA & WANG, P.C.  
Attorneys for Plaintiff**



**By: Howard Hua, Esq.  
135-27 38<sup>th</sup> Avenue, Suite 118  
Flushing, New York 11354  
Tel: 718-321-3316  
Fax: 718-321-3313**

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

JAY LEVINE

Index No.:

Plaintiff,

-against-

ANESTHESIA HOLDINGS, LLC, ANESTHESIA PRODUCTIONS, INC., DOMICILE NYC, INC, DOMICILE FILMS, LLC, GRAND SCHEMA, INC., CHRISTOPHER J. SCOTT, GLENN SCOTT, JASON BIRNBAUM, NICHOLSON USA PROPERTIES, INC., IFC FILMS, LLC, SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS, DIRECTORS GUILD OF AMERICA, WRITERS GUILD OF AMERICA, WEST, INC., and WRITERS GUILD OF AMERICA, EAST, INC.

**VERIFIED  
COMPLAINT**

Defendant(s).

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Plaintiff, JAY LEVINE, by and through his attorneys, HUA & WANG, P.C., hereby bring this Verified Complaint against Defendants ANESTHESIA HOLDINGS, LLC, (“ANESTHESIA HOLDINGS”), ANESTHESIA PRODUCTIONS, INC., (“ANESTHESIA PRODUCTIONS”, DOMICILE NYC, INC. (“DOMICILE”), DOMICILE FILMS, LLC. (“DOMICILE FILMS”), GRAND SCHEMA, INC., (“GRAND SCHEMA”), CHRISTOPHER J. SCOTT, (“CHRIS SCOTT”), GLENN SCOTT (“GLENN SCOTT”), JASON BIRNBAUM (“BIRNBAUM”), NICHOLSON USA PROPERTIES, INC. (“NICHOLSON”), IFC FILMS, LLC. (“IFC FILMS”), SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS (“SCREEN ACTORS GUILD”), DIRECTORS GUILD OF AMERICA (“DIRECTOR’S GUILD”), WRITERS GUILD OF AMERICA, WEST, INC. (“WRITERS

GUILD WEST”), WRITERS GUILD OF AMERICA, EAST, INC. (“WRITERS GUILD EAST”)

and alleged the following upon information and belief:

**THE PARTIES**

1. At all times hereinafter relevant, Plaintiff, Jay Levine, is a resident of the State of Arizona.

2. Upon information and belief, at all times hereinafter mentioned, Defendant Anesthesia Holdings, is a limited liability company organized and existing under the laws of the State of New York with its principal place of business located at 32B Clinton Street, New York, New York 10002.

3. Upon information and belief, at all times hereinafter mentioned, Defendant Anesthesia Productions, is a corporation organized and existing under the laws of the State of New York with its principal place of business located at 32B Clinton Street, New York, New York 10002.

4. Upon information and belief, at all times hereinafter mentioned, Defendant Domicile, is a corporation organized and existing under the laws of the State of New York with its principal place of business located at 32B Clinton Street, New York, New York 10002.

5. Upon information and belief, at all times hereinafter mentioned, Defendant Domicile Films, is a corporation organized and existing under the laws of the State of New York with its principal place of business located at 32B Clinton Street, New York, New York 10002.

6. Upon information and belief, at all times hereinafter mentioned, Defendant Grand Schema, is a corporation organized and existing under the laws of the State of New York with its principal place of business located at 32B Clinton Street, New York, New York 10002.

7. Upon information and belief, at all times hereinafter mentioned, Defendant Chris Scott, is a resident of the State of New York, residing in New York, New York.
8. Upon information and belief, at all times hereinafter mentioned, Defendant Glenn Scott, is a natural person and resident of the State of New York, residing in New York, New York
9. Upon information and belief, at all times hereinafter mentioned, Defendant Jason Birnbaum, is a resident of the State of New York, residing in New York, New York
10. Upon information and belief, at all times hereinafter mentioned, Defendant Nicholson, is a corporation organized and existing under the laws of the State of Florida with its principal place of business located at 222 North Park Ave, Winter Park, Florida 32789.
11. Upon information and belief, at all times hereinafter mentioned, Defendant IFC Films, is a foreign limited liability company organized and existing under the laws of the State of Delaware and licensed to do business in the State of New York with a principal place of business located at 11 Penn Plaza, 15th floor, New York, NY 10001.
12. Upon information and belief, at all times hereinafter mentioned, Defendant Screen Actors Guild, is a foreign not-for-corporation organized and existing under the laws of the State of Delaware and licensed to do business in the State of New York, having a principal place of business located at 5757 Wilshire Boulevard, 7th Floor, Los Angeles, California, 90036.
13. Upon information and belief, at all times hereinafter mentioned, Defendant Directors Guild, is a not-for-profit corporation organized and existing under the laws of the State of New York, with its principal place of business located at 555 West 57<sup>th</sup> Street, New York, New York 10019.
14. Upon information and belief, at all times hereinafter mentioned, Defendant Writer's Guild West, is a not-for-profit corporation organized and existing under the laws of the State of

California, with a principal place of business located at 7000 West Third Street, Los Angeles, CA 90048.

15. Upon information and belief, at all times hereinafter mentioned, Defendant Writer's Guild East, is a not-for-profit corporation organized and existing under the laws of the State of New York with its principal place of business located at 250 Hudson St, New York, New York 10013.

16. Upon information and belief, Defendants Christopher J. Scott, Glenn Scott, and Jason Birnbaum were each members, shareholders, and officers of Anesthesia Holdings, LLC., Anesthesia Productions, Inc., Domicile NYC, Inc., and Grand Schema, Inc.

17. Upon information and belief, Defendants Christopher J. Scott, Glenn Scott, and Jason Birnbaum each dominated and controlled Anesthesia Holdings, LLC., Anesthesia Productions, Inc., Domicile NYC, Inc., and Grand Schema, Inc.

18. Upon information and belief, Defendants Christopher J. Scott, Glenn Scott, and Jason Birnbaum abused the corporate form of Anesthesia Holdings, LLC., Anesthesia Productions, Inc., Domicile NYC, Inc., and Grand Schema, Inc., treating each as alter egos of themselves and each other.

19. Upon information and belief, Defendants Christopher J. Scott, Glenn Scott, and Jason Birnbaum each comingled their own assets and debts with those of Anesthesia Holdings, LLC., Anesthesia Productions, Inc., Domicile NYC, Inc., and Grand Schema, Inc, and comingled the assets and debts of Anesthesia Holdings, LLC., Anesthesia Productions, Inc., Domicile NYC, Inc. with each other.

20. Upon information and belief, Defendant Domicile Films, LLC is a successor in interest of all of the assets, interests, and liabilities of Defendant Domicile NYC, Inc., Grand

Schema, LLC., Christopher J. Scott, Glenn Scott, and Jason Birnbaum, or an alter-ego of all or some of them.

21. Upon information and belief, Defendants Christopher Scott, Glenn Scott, Jason Birnbaum, Domicile Films, LLC, Domicile NYC, Inc., Grand Schema, LLC., Anesthesia Holdings, LLC., and Anesthesia Productions, Inc. operated as the alter ego and/or successor in interest of each another by virtue of such entities' common ownership, operation and control and the overlap of each such entities' businesses and respective officers, directors, stockholders and personnel and by virtue of the use of common office space, address and telephone numbers utilized by the Defendants.

22. Upon information and belief, Defendants Christopher Scott, Glenn Scott, Jason Birnbaum, Domicile Films, LLC, Domicile NYC, Inc., Grand Schema, LLC., Anesthesia Holdings, LLC., and Anesthesia Productions, Inc., has acted as the alter ego and/or successor in interest of the operations, revenues, assets and liabilities of said entities have been arbitrarily and indiscriminately commingled, intertwined, transferred and assigned such that the distinct operations of said Defendants are indistinguishable.

23. Upon information and belief, Defendants Nicholson, Screen Actors Guild, Director's Guild, Writer's Guild West, and Writers Guild East, are parties that may have or claim an interest or lien, if any, upon the Plaintiff's interests, property rights, and collateral that is the subject of this action; however, such interest, if any, is subordinate to the security interest and rights of the Plaintiff.

#### **VENUE & JURISDICTION**

24. The Court has jurisdiction over the subject matter of this action and the parties. The matter in controversy exceeds \$25,000.00, exclusive of interest and costs.

25. All Defendants are domiciles or corporations of the State of New York and/or do conduct, or transact business in the State of New York, and the transactions underlying the causes of action which form the basis of this Complaint occurred within the State of New York.

26. Venue is proper in the designated county, as one or more of the parties reside in and/or maintain a place of business in New York County.

### FACTS COMMON TO ALL COUNTS

#### The Project

27. Upon information and belief, beginning in or about 2013, Defendants Anesthesia Holdings, Anesthesia Productions, and Chris Scott, began working on the development of an independent motion picture titled "Anesthesia" (hereinafter, the "Motion Picture").

28. Upon information and belief, the Motion Picture was projected to be a relatively low-cost film, with an estimated budget of approximately \$1,900,000.00 (one million nine hundred thousand and 00/100 dollars).

29. Upon information and belief, Defendants Anesthesia Productions, Anesthesia Holdings, and Chris Scott retained Defendants Grand Schema, Domicile NYC, and Defendant Chris Scott to act as the production and post-production companies for the Motion Picture.

30. Upon information and belief, final production of the Motion Picture was to be completed on or about May 14, 2014, so that the Motion Picture could be submitted to the Tribeca Film Festival.

31. Upon information and belief, in or during January or February 2013, Defendants Anesthesia Productions, Anesthesia Holdings, Chris Scott, Grand Schema, and Domicile NYC fell into financial difficulties which prevented the Defendants from timely completing production of the Motion Picture.



32. Upon information and belief, in or about February 2013, Defendants sought a loan for \$130,000.00 (one hundred thirty thousand and 00/100 dollars) to cover the remaining costs and expenses for completing the production of the Motion Picture and bringing it to market.

33. Upon information and belief, in or around February 2013, Defendants approached the Plaintiff seeking a loan for the funds needed to complete production of the Motion Picture.

34. To induce Plaintiff to provide the loan, the Defendants offered the Plaintiff a short repayment period for the loan, a highly competitive interest payment, security interests in certain collateral, and the possibility of obtaining a nominal interest in proceeds from the eventual sale of the Motion Picture.

35. In or during March 2014, Plaintiff and Defendants entered into a written agreement whereby the Plaintiff agreed to loan the Defendants the money required to complete production of the Motion Picture.

*The Secured Note*

36. On or about March 27, 2014, Defendants Grand Schema, Domicile NYC, Anesthesia Holdings, Anesthesia Productions, and Chris Scott, individually, executed and delivered to Plaintiff a Secured Promissory Note and Agreement, dated as of March 27, 2014, wherein the defendants promised to repay to the Plaintiff the amount of \$130,000.00 (one hundred thirty thousand and 00/100 dollars) advanced by the Plaintiff (hereinafter, the "Secured Promissory Note")

37. A true and correct copy of the Secured Promissory Note is attached hereto as *Exhibit A*.

38. Pursuant to the terms of the Secured Promissory Note, the defendants were obligated to repay the entire principal balance of \$130,000.00 (one hundred thirty thousand and

00/100 dollars), together with a flat fee interest amount of 20% (twenty percent) or \$26,000.00 (twenty-six thousand and 00/100 dollars), for a total sum of \$156,000.00 (one hundred fifty-six thousand and 00/100 dollars) on or before September 27, 2014 (the "Maturity Date"). (See, Exhibit A, ¶ 3).

39. As collateral, to secure the repayment of the amounts due under the Secured Promissory Note, the defendants granted Plaintiff a continuing security interest in certain collateral identified paragraph five of the Secured Promissory Note, including, but not limited to, personal property, distribution rights to the Motion Picture, and/or the proceeds from any sale of the distribution rights of the Motion Picture.

40. As additional collateral to secure the repayment of the amounts due under the Secured Promissory Note, defendants granted Plaintiff a continuing security interest in and to all of Defendant Grand Schema and Defendant Domicile NYC's Personal Property, Equipment, Fixtures, Inventory, and Instruments located at 23B Clinton Street, New York, New York, as well as the cash and non-cash proceeds and products of such property.

41. In addition, to further secure the repayment of the amounts due under the Secured Promissory Note, defendants granted Plaintiff a continuing security interest in the tax credit that would be receive from the State of New York for producing a Motion Picture within the state.

42. Paragraph Ten of the Secured Promissory Note provided that the failure to pay the principal or the interest on the Maturity Date constituted a default.

43. Paragraph Ten of the Secured Promissory Note provided that upon an event of Default all of the obligations due under the Secured Promissory Note would become immediately due upon Plaintiff's delivery of a Notice or Demand.

44. Paragraph Eleven of the Secured Promissory Note provided that the Plaintiff would be entitled to recover pre-judgment interest on the unpaid balance, at a rate of nine percent (9%) per annum, measured from the date of default.

UCC Financing Statement

45. Pursuant to the terms of the Secured Promissory Note, defendants granted the Plaintiff with the rights and authority to file UCC-1 Financing Statement covering the collateral identified in the Secured Promissory Note.

46. On or about April 1, 2014, Plaintiff filed a Financing Statement with the Department of State for the State of New York, under filing number 201404010172915, which covered the Plaintiff's security interest in the collateral identified in the Secured Promissory Note.

Defendants' Failure to Perform

47. On or about September 27, 2014, the defendants defaulted under the Secured Promissory Note when they failed to deliver payment of the entire \$156,000.00 (one hundred fifty-six thousand and 00/100 dollars) due under the Secured Promissory Note.

48. On or about October 15, 2014, the defendants tendered a check to Plaintiff in the amount of \$157,000.00 (one hundred fifty-seven thousand and 00/100 dollars); however, on or about October 16, 2014, the Plaintiff's bank rejected the check for Non-Sufficient Funds.

49. On or about October 17, 2014, the Plaintiff delivered a written demand via e-mail and regular mail in accordance with Paragraph Ten of the Secured Promissory Note, wherein, Plaintiff notified the defendants of their default and breach of the Secured Promissory Note and demanded that the defendants deliver payment of the entire amount due.

50. Beginning July 10, 2015 and continuing until October 12, 2016, the defendants made various partial payments of the sum due to the Plaintiff for a total amount of \$50,500.00 (fifty thousand five hundred and 00/100).

51. On or about July 10, 2015, defendants delivered a payment to Plaintiff in the sum of \$10,000.00.

52. On or about October 15, 2015, defendants delivered a payment to Plaintiff in the sum of \$5,000.00.

53. On or about December 4, 2015, defendants delivered a payment to Plaintiff in the sum of \$5,000.00.

54. On or about January 13, 2016, defendants delivered a payment to Plaintiff in the sum of \$5,000.00.

55. On or about January 29, 2016, defendants delivered a payment to Plaintiff in the sum of \$3,000.00.

56. On or about March 9, 2016, defendants delivered a payment to Plaintiff in the sum of \$2,000.00.

57. On or about March 15, 2016, defendants delivered a payment to Plaintiff in the sum of \$1,000.00.

58. On or about May 20, 2016, defendants delivered a payment to Plaintiff in the sum of \$2,000.00.

59. On or about June 14, 2016, defendants delivered a payment to Plaintiff in the sum of \$5,000.00.

60. On or about July 5, 2016, defendants delivered a payment to Plaintiff in the sum of \$5,000.00.

61. On or about August 4, 2016, defendants delivered a payment to Plaintiff in the sum of \$5,000.00.

62. On or about October 12, 2016, defendants delivered a payment to Plaintiff in the sum of \$2,500.00.

63. Since the October 12, 2016 payment, the defendants have failed to make any additional payments despite numerous demands.

*The Sale of the Motion Picture*

64. Upon information and belief, production of the Motion Picture was completed in or during the summer of 2014.

65. Upon information and belief, the defendants submitted the Motion Picture to the Tribeca Film Festival, and it was selected for inclusion in the Tribeca Film Festival with a premiere date of April 22, 2015.

66. Upon information and belief, shortly thereafter, in or during the summer of 2015, the defendants entered into an agreement with IFC Films pursuant to which the defendants granted IFC Films right to distribute the Motion Picture through a limited theatrical release and video on demand.

**AS AND FOR PLAINTIFF'S FIRST CAUSE OF ACTION AGAINST DEFENDANTS  
ANESTHESIA HOLDINGS, LLC, ANESTHESIA PRODUCTIONS, INC, DOMICILE  
NYC, INC., DOMICILE FILMS, LLC., GRAND SCHEMA, INC., CHRISTOPHER J.  
SCOTT, JASON BIRNBAUM, AND GLENN SCOTT**  
(Breach of Contract)

67. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "66" of the verified complaint with the same force and effect as if set forth at length herein.

68. The Plaintiff and the Defendants entered into an agreement, pursuant to which the Defendants executed and delivered to Plaintiff a Secured Promissory Note in consideration of the Plaintiff's advancement of \$130,000.00 (one hundred thirty thousand and 00/100 dollars).

69. The Secured Promissory Note provided that the Defendants would deliver payment of \$130,000.00 (one hundred thirty thousand and 00/100 dollars) together with a flat interest payment of \$26,000.00 (twenty-six thousand and 00/100 dollars), for a total payment of \$156,000.00 (one hundred fifty-six thousand and 00/100 dollars) on or before September 27, 2015.

70. As security for the repayment, the Defendants granted Plaintiff a continuing security interest in certain personal property, distribution rights to the Motion Picture, and proceeds, as identified in the Promissory Note.

71. The Plaintiff advanced the amount of \$130,000.00 (one hundred thirty-thousand and 00/100 dollars) to the Defendants.

72. The Defendants failed to make payments to the Plaintiff in accordance with the terms of the Secured Promissory Note on or before September 27, 2015.

73. Defendants breached the agreement with Plaintiff by failing to make the agreed payment when due.

74. Despite written notice and due demand, Defendants have failed to satisfy their obligations under the promissory note.

75. As a result of the Defendants' breach, the Plaintiff has been damaged in an amount in excesses of \$200,000.00 (two hundred thousand and 00/100 dollars).

**AS AND FOR PLAINTIFF'S SECOND CAUSE OF ACTION: AGAINST DEFENDANTS  
ANESTHESIA HOLDINGS, LLC, ANESTHESIA PRODUCTIONS, INC, DOMICILE  
NYC, INC., DOMICILE FILMS, LLC., GRAND SCHEMA, INC., CHRISTOPHER J.  
SCOTT, JASON BIRNBAUM, AND GLENN SCOTT**  
(Attorneys' Fees)

76. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "75" of the verified complaint with the same force and effect as if more fully set forth at length herein.

77. The terms of the Secured Promissory Note provides that in the event of default by the Defendants, the Plaintiff may recover all costs, including reasonable attorneys' fees and disbursements, which Plaintiff incurs in bringing any action to protect its interest.

78. As a result of Defendants' breach of the obligations under the Secured Promissory Note the Plaintiff has been forced to commence this action, and has and will continue to incur reasonable attorney's fees, costs and expenses as a result.

79. Plaintiff demands judgment for a total amount of the Plaintiff's reasonable attorney's fees, costs, and expenses, as determined by this Court after trial.

**AS AND FOR PLAINTIFF'S THIRD CAUSE OF ACTION: AGAINST ALL  
DEFENDANTS**  
(Foreclosure of security Interest in Collateral)

80. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "79" of the verified complaint with the same force and effect as if more fully set forth at length herein.

81. To secure repayment of the funds advanced by Plaintiff, the Defendants granted Plaintiff a security interest in the collateral identified in the Secured Promissory Note. Plaintiff filed a UCC-1 financing statement with the Department of State for the State of New York, under filing number 201404010172915.

82. The Defendants defaulted under the terms of the Secured Promissory Note, and the unpaid balance, together with accrued interest remains due and owing.

83. All Defendants, including those not identified as executors of the Secured Promissory Note, have or may claim to have an interest in, or lien upon the Collateral, or some part thereof, which interest or lien, if any, is subject and subordinate to the security interest being foreclosed herein.

84. That no other proceedings have resulted in the collection of any part of the secured debt or if any such action is pending, a final judgment has not been rendered in favor of Plaintiff.

**AS AND FOR PLAINTIFF'S FOURTH CAUSE OF ACTION: AGAINST  
DEFENDANTS ANESTHESIA HOLDINGS, LLC, ANESTHESIA  
PRODUCTIONS, INC, DOMICILE NYC, INC., DOMICILE FILMS, LLC.,  
GRAND SCHEMA, INC., CHRISTOPHER J. SCOTT, JASON BIRNBAUM,  
GLENN SCOTT, AND IFC FILMS, LLC  
(Conversion)**

85. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "84" of the verified complaint with the same force and effect as if more fully set forth at length herein.

86. The Defendants, without proper and lawful authorization, assumed and exercised rights of ownership over Plaintiff's Collateral, or exercised, without authorization, and wrongfully, an act of dominion or control over the Plaintiff's Collateral, thereby altering the Collateral and/or depriving Plaintiff his rights.

87. As a result of the conversion, Plaintiff has suffered damages.

**AS AND FOR PLAINTIFF'S FIFTH CAUSE OF ACTION: AGAINST  
DEFENDANTS ANESTHESIA HOLDINGS, LLC, ANESTHESIA  
PRODUCTIONS, INC, DOMICILE NYC, INC., DOMICILE FILMS, LLC.,  
GRAND SCHEMA, INC., CHRISTOPHER J. SCOTT, JASON BIRNBAUM,  
GLENN SCOTT, AND IFC FILMS, LLC  
(Fraudulent Conveyance)**



88. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "87" of the verified complaint with the same force and effect as if more fully set forth at length herein.

89. Upon information and belief, the Defendants conveyed the distribution rights for the Motion Picture to Defendant IFC Films.

90. Such conveyance was made with the intent to hinder and defraud Plaintiff, which is a creditor of the Defendants.

91. Upon information and belief, Defendants knew that the conveyance of distribution rights to the Motion Picture would deprive Plaintiff of the security interest to which he would otherwise be entitled.

92. As a result of the conveyance, Defendants are unable to meet their obligations under the loan, in that the conveyance has materially and negatively impacted the Collateral.

93. As a result of the foregoing, the conveyance of the distribution rights to the Motion Picture constitutes a fraudulent conveyance under Sections 270-81 of the New York Debtor and Creditor Law, and Plaintiff is entitled to a judgment avoiding the conveyance and directing that it be set aside.

**AS AND FOR PLAINTIFF'S SIXTH CAUSE OF ACTION: AGAINST ALL  
DEFENDANTS**

**(In the Alternative, for imposition of a constructive trust or equitable lien)**

94. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "93" of the verified complaint with the same force and effect as though more fully set forth at length herein.

95. By transferring the collateral to IFC Films without Plaintiff's consent, all Defendants have improperly deprived Plaintiff of a material part of the security interests in the property to which Plaintiff is entitled under the Secured Promissory Note.

96. At the time that Defendant IFC Films purportedly took possession of the collateral, IFC Films and Defendants knew or should have known that the collateral was subject to Plaintiff's security interest, and that any transfer of the collateral required Plaintiff's consent under the Secured Promissory Note, and as such IFC Films did not purchase the Collateral in good faith.

97. It is contrary to equity and good conscience for IFC Films to retain a property interest in the Motion Picture, acquired wrongfully and in bad faith, at the expense of Plaintiffs' security interest in same.

98. Plaintiff has no adequate remedy at law.

99. Based on foregoing, a constructive trust or equitable lien is justified and should be imposed in favor of Plaintiff in the Motion Picture.

**AS AND FOR PLAINTIFF'S SEVENTH CAUSE OF ACTION: AGAINST**  
**DEFENDANTS ANESTHESIA HOLDINGS, LLC, ANESTHESIA**  
**PRODUCTIONS, INC, DOMICILE NYC, INC., DOMICILE FILMS, LLC.,**  
**GRAND SCHEMA, INC., CHRISTOPHER J. SCOTT, JASON BIRNBAUM,**  
**AND GLENN SCOTT**  
**(Fraudulent Conveyance)**

100. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "99" of the verified complaint with the same force and effect as if more fully set forth at length herein.

101. Upon information and belief, the Defendants entered into an agreement with IFC Films for the distribution rights to the collateral secured by the Secured Promissory Note, without notice to or the consent of the Plaintiff.

102. Upon information and belief, the Defendants received payment from IFC Films in connection with the agreement for the distribution rights for the Motion Picture.

103. Upon information and belief, all payments received from IFC Films constitute proceeds which are covered by and subject to Plaintiff's security interest.

104. Upon information and belief, Defendants Anesthesia Holdings, LLC., Anesthesia Productions, Inc., Domicile NYC, Inc., Domicile Films, LLC, Grand Schema, Inc., Christopher J. Scott, Glenn Scott, and Jason Birnbaum, received, took possession and conveyed the proceeds of the collateral to each of themselves.

105. Such conveyance was made with the intent to hinder and defraud Plaintiff, which is a creditor of the Defendants.

106. Upon information and belief, Defendants knew that the conveyance of distribution rights to the Motion Picture would deprive Plaintiff of the security interest to which he would otherwise be entitled.

107. As a result of the conveyance, Defendants are unable to meet their obligations under the loan, in that the conveyance has rendered the Defendants otherwise insolvent.

108. As a result of the foregoing, the conveyance and distribution of the proceeds received from the sale of the distribution rights to the Motion Picture constitutes a fraudulent conveyance under Sections 270-81 of the New York Debtor and Creditor Law, and Plaintiff is entitled to a judgment avoiding the conveyances and directing that it be set aside.

**WHEREFORE**, Plaintiff respectfully requests a judgment against all Defendants, individually and jointly as follows:

**On the First Cause of Action:** judgment in favor of the Plaintiff in an amount to be determined at trial, but in no event less than \$200,000.00;

**On the Second Cause of Action:** judgment in favor of the Plaintiff in an amount to be determined at trial, but in no event less than \$200,000.00.;

**On the Third Cause of Action:** judgment in favor of the Plaintiff in an amount to be determined at trial, but in no event less than \$200,000.00;

**On the Fourth Cause of Action:** judgment in favor of the Plaintiff in an amount to be determined at trial, but in no event less than \$200,000.00;

**On the Fifth Cause of Action:** judgment in favor of the Plaintiff setting aside the fraudulently conveyed collateral;

**On the Sixth Cause of Action:** judgment in favor of the Plaintiff and the imposition of a constructive trust;

**On the Seventh Cause of Action:** judgment in favor of the Plaintiff in an amount to be determined at trial, but in no event less than \$200,000.00

**On All Causes of Action:** judgment in favor of Plaintiff and awarding damages, together, with:

- i. Statutory prejudgment interest at nine percent (9%) annum, pursuant to CPLR §5004;
- ii. Reasonable attorneys' fees; plus the costs and disbursements of this action; and
- iii. Such other and further relief as this Court may deem just, proper, and equitable.

Dated: Flushing, New York  
May 7, 2018

HUA & WANG, P.C.  
Attorneys for Plaintiff



By: Howard Hua, Esq.  
135-27 38<sup>th</sup> Avenue, Suite 118  
Flushing, New York 11354  
Tel: 718-321-3316  
Fax: 718-321-3313

VERIFICATION

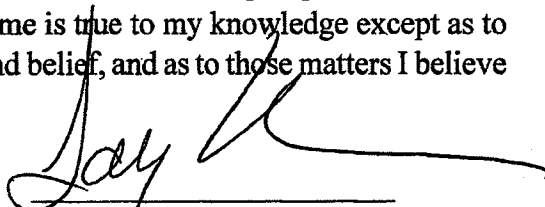
STATE OF NEW YORK )

ss.:


COUNTY OF NASSAU )

JAY LEVINE, being duly sworn, deposes and says:

I am the Plaintiff in the above-captioned action. I have read the foregoing Summons and Verified Complaint and know the contents thereof; the same is true to my knowledge except as to those matters therein stated to be alleged on information and belief, and as to those matters I believe them to be true.

  
Jay Levine

Sworn before me on this  
7<sup>th</sup> day of May, 2018

  
Notary Public

BRIAN M. LEVINE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02LE6221742  
Qualified in Nassau County  
My Commission Expires May 10, 2018

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

Index No.:

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JAY LEVINE

Plaintiff(s),

-against-

ANESTHESIA HOLDINGS, LLC, ANESTHESIA PRODUCTIONS, INC.,  
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CHRISTOPHER J. SCOTT, GLENN SCOTT, JASON BIRNBAUM, NICHOLSON  
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AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS,  
DIRECTORS GUILD OF AMERICA, WRITERS GUILD OF AMERICA, WEST,  
INC., and WRITERS GUILD OF AMERICA, EAST, INC.

Defendant(s).

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**SUMMONS & VERIFIED COMPLAINT**  
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Signature (Rule 130-1.1.a)

  
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