

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

Date of Filing: 2/9/07
Index No.

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KOCH ENTERTAINMENT LP)

Plaintiff,) Plaintiff Designates
) New York County as
) the place of trial.

-against-) The basis of venue is
) CLR Section 501

TROMA ENTERTAINMENT, INC.

Defendant.) SUMMONS

FILED

FEB 09 2007

NEW YORK
COUNTY CLERK'S OFFICE

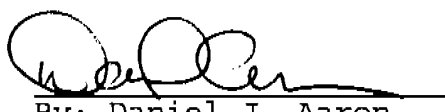
07600429

To the above named defendant:

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); 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: New York, New York, February 9, 2007

DANIEL J. AARON, P.C.



By: Daniel J. Aaron
Attorney for Plaintiff
437 Madison Avenue
4th Floor
New York, New York 10010
(212) 684-4466

Defendant's Address:

TROMA ENTERTAINMENT, INC.
The Troma Building
733 9th Avenue
New York, NY 10019

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

-----X

KOCH ENTERTAINMENT LP :

Plaintiff, :

- against - :

TROMA ENTERTAINMENT, INC. :

Defendant. :

COMPLAINT

07600429

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Plaintiff, Koch Entertainment LP ("Koch") by their attorneys Daniel J. Aaron, P.C., for their complaint allege:

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1. Plaintiff Koch is a limited partnership organized and existing under the laws of the state of Delaware with its principle place of business at 22 Harbor Park Drive, Port Washington, NY 11050. Koch is the legal successor in interest to KOCH Entertainment Distribution LLC of the same address. Koch is an independent music and video distribution company in the U.S. and Canada.

2. Upon information and belief, defendant Troma Entertainment, Inc. ("Troma") is a corporation organized under the laws of the state of New York with its corporate offices located in New York City at The Troma Building, 733 9th Avenue, New York, NY 10019. Troma is a film and video company and manufacturer video products.

The Agreement

3. Pursuant to an agreement dated as of June 2, 2005, Troma appointed Koch as the exclusive distributor of Troma's audio and video products in the United States (the

“Agreement”). The agreement provided, inter alia, for Troma to provide Koch with its product and to pay any negative monthly balances and sums otherwise due and payable to Koch immediately.

COUNT I.
(By Koch Against Troma)
(Breach of Contract)

4. Koch repeats and realleges the allegations set forth in Paragraphs 1 through 3 as if set forth herein.

5. Troma has breached the Agreement.

6. Troma has failed to provide its product to Koch as promised by repeatedly bumping street dates and by failing to fill open orders or provide inventory causing Koch to lose sales and injuring its relationships with certain retailers.

7. The Agreement provides that Troma will immediately pay Koch whenever there exists a negative monthly payable balances due to negative sales and other amounts due Koch. Troma has failed to pay such sums to Koch. Currently, Troma owes Koch approximately \$164,000.00 and has failed and refused to pay this sum.

8. Finally, the Agreement provides that Koch is the exclusive distributor of Troma’s mass-marketable Video Products, including DVDs, sold through all wholesale and retail channels throughout the United States. Troma has breached this exclusivity provision and the covenant of good faith and fair dealing by directly selling *Poultrygeist: Night of the Chicken Dead* in DVD format to wholesalers and retailers in combination with a soundtrack CD.

COUNT II.
(By Koch Against Troma)
(Account Stated)

9. Koch repeats and realleges the allegations set forth in Paragraphs 1 through 5 as if set forth herein.

10. Koch sent statements to Troma pursuant to the Agreement.

11. Accounts were taken and stated between Koch and Troma that showed a balance of at least \$164,000.00 due and owing by Troma to Koch.

12. The accounts have not been paid, although payment was automatically due under the Agreement and has been demanded.


WHEREFORE Plaintiffs' demand judgment against defendants as follows:

A. That defendant be required to pay to plaintiff damages as proven at trial and the costs of this action, including reasonable attorneys' fees necessary to prosecute this action, as provided by the Agreement.

B. Granting plaintiff such other, further and different relief as the Court may deem just and proper.

Dated: New York, New York
February 6, 2007

DANIEL J. AARON, P.C.

By: 
Daniel J. Aaron
437 Madison Avenue, 4th Floor
New York, NY 10022
212-684-4466
Attorney for Plaintiff-
Koch Entertainment, LP

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

KOCH ENTERTAINMENT LP,

Plaintiffs,

- against -

TROMA ENTERTAINMENT, INC.,

Defendant.

SUMMONS AND COMPLAINT

DANIEL J. AARON, P.C.
Attorney for Defendant
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