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Superior Court of California
County of Los Angeles

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10 RYAN MOODY

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES

13 RYAN MOODY, an individual,
14 Plaintiff,

15 vs.

16 RABBITBANDINI PRODUCTIONS, LLC,
17 a California limited liability company;
18 POINT GREY PICTURES, INC., a
19 California corporation; and Does 1-20,
20 inclusive,
21 Defendants.

Case No.: **SC128911**

COMPLAINT FOR:

- (1) RESCISSION
- (2) INTENTIONAL MISREPRESENTATION
- (3) NEGLIGENT MISREPRESENTATION
- (4) BREACH OF WRITTEN CONTRACT
- (5) BREACH OF ORAL CONTRACT

CASE MANAGEMENT CONFERENCE

8-27-18 8:30am
Date Dept
Judge C. Karlan

1 **COMPLAINT**

2 Plaintiff Ryan Moody (“Moody”) alleges for his Complaint as follows:

3
4 **INTRODUCTION**

5 1. Moody is the first, uncredited screenwriter of the motion picture *The Disaster Artist*,
6 which has been nominated for a “Best Adapted Screenplay” Oscar. Through misrepresentations
7 made by Rabbit Bandini Productions and its managing agents James Franco, Vince Jolivette and Iris
8 Torres, Moody was induced to sell his screenplay for only \$5,000. More particularly, these
9 individuals promised Moody that if he sold his *The Disaster Artist* screenplay to RabbitBandini for
10 the modest sum of \$5,000, then RabbitBandini would give Moody an associate producer credit on
11 *The Disaster Artist* and engage Moody to write and direct another similarly budgeted movie called
12 *On the Bus*. In fact, however, RabbitBandini considered *On the Bus* to be a micro-budget film and,
13 after Moody had signed away his rights to *The Disaster Artist*, Jolivette eventually told Moody that
14 RabbitBandini would produce *On the Bus* on a \$50,000 budget. Moreover, RabbitBandini did not
15 give Moody an associate producer (or any other) credit on *The Disaster Artist*. Had Moody been
16 aware of the true facts, he never would have sold *The Disaster Artist* for only \$5,000, and he brings
17 this action to rescind that agreement (Exhibit A hereto).

18 2. More particularly, between October of 2013 and April of 2014, Moody wrote and
19 delivered five drafts of *The Disaster Artist* to defendants RabbitBandini Productions
20 (“RabbitBandini”) and Point Grey Pictures, Inc. (“Point Grey”). In April of 2014, however,
21 RabbitBandini’s James Franco (“Franco”) told Moody that Point Grey wanted to replace Moody with
22 established (*i.e.*, credited) writers. While initially reluctant to step aside, Moody was convinced by
23 Franco, his producing partner Vince Jolivette (“Jolivette”), RabbitBandini executive Iris Torres
24 (“Torres”) and Point Grey executive James Weaver (“Weaver”) to sign away his work for only
25 \$5,000. *See* Exhibit A (Purchase Agreement).

26 3. RabbitBandini induced Moody to sell his *The Disaster Artist* screenplay for only
27 \$5,000 by promising Moody that he would receive an associate producer credit on *The Disaster*
28 *Artist*, and that he could write and direct a different film called *On the Bus*, whose budget would be

1 similar to what was then projected for *The Disaster Artist*. Jolivette and Torres also told Moody that
2 RabbitBandini would not work with Moody in the future unless he signed over his rights to *The*
3 *Disaster Artist*.

4 4. At that point in time, Moody's contacts in the movie industry consisted of the people
5 he knew at RabbitBandini (i.e., Franco and Jolivette) and Point Grey (i.e., Weaver and
6 writer/producer/actors Seth Rogen and Evan Goldberg). Rather than destroy those seemingly
7 valuable relationships and start again from scratch, and with the expectation that he would receive
8 a producing credit on *The Disaster Artist* and would write and direct a similarly budgeted film,
9 Moody eventually agreed to sell his *The Disaster Artist* screenplay for \$5,000 (Exh. A).

10 5. Before Moody signed away his rights to *The Disaster Artist* for \$5,000, Jolivette told
11 him that RabbitBandini projected the budget for *On the Bus* to be in the \$5-\$10 million range. After
12 Moody signed away his rights to *The Disaster Artist*, Jolivette reduced the budget for *On the Bus* to
13 \$50,000. At that point, Moody realized that he had been played.

14 6. Both Moody's screenplay and the *The Disaster Artist* motion picture were adapted
15 from the book *The Disaster Artist: My Life Inside the Room* by Greg Sestero and Tim Bissell (the
16 "Book"). Moody is informed and believes, and based thereon alleges that elements of his screenplay
17 were used by *The Disaster Artist*'s credited writers, Scott Neustadter and Michael H. Weber. For
18 example, at approximately 1 hour 20 minutes to 1 hour 35 minutes of the movie, the "Tommy" and
19 "Greg" characters are at the theater for the screening of *The Room*, and make everyone wait before
20 they get out of the car. Everyone takes their seats. Tommy is introduced. He introduces the film.
21 Scenes from *The Room* play on screen. The audience is turned off as they realize the film is terrible.
22 As the film progresses, people begin to laugh at how bad it is. Tommy runs out of the theater when
23 he realizes that the audience does not like the movie. Greg runs after him to make him feel better
24 with a cathartic pep talk about Tommy realizing his dream. Tommy then "owns" the film, and
25 returns to the theater, triumphant. Fade to black. A screen with facts about *The Room* appear,
26 followed by the real Tommy being celebrated by fans around the world. None of the foregoing
27 appear in the Book, but are in Moody's screenplay and in *The Disaster Artist*.

28 ///

1 **PARTIES**

2 7. Plaintiff Ryan Moody (“Moody”) is, and at all times material hereto was, an
3 individual residing in Los Angeles County, California.

4 8. Moody is informed and believes, and based thereon alleges that defendant
5 RabbitBandini Productions, LLC (“RabbitBandini”) is, and at all times material hereto was, a limited
6 liability company organized and existing under the laws of the State of California, with its principal
7 place of business located within Los Angeles County.

8 9. Moody is informed and believes, and based thereon alleges that defendant Point Grey
9 Pictures, Inc. (“Point Grey”) is, and at all times material hereto was, a corporation organized and
10 existing under the laws of the State of California, with its principal place of business located within
11 Los Angeles County.

12 10. The true names and capacities of Does 1 through 20, inclusive, are unknown to
13 Moody, who therefore sues said Defendants by fictitious names. When the true names and capacities
14 of the Doe Defendants are known, Moody will seek leave to amend this Complaint. Moody is
15 informed and believes, and based thereon alleges that such Defendants, and each of them, took some
16 part in the acts and omissions alleged herein, and, as a direct and proximate result thereof, have
17 incurred liability to Moody for the relief prayed for herein. Each non-specific reference in this
18 Complaint to “Defendant” or “Defendants” refers to RabbitBandini, Point Grey and to all Doe
19 Defendants sued under fictitious names.

20 11. Moody is informed and believes, and based thereon alleges that the Defendants are,
21 and at all times material hereto were the agents, servants, officers, employees, joint venturers, co-
22 conspirators, representatives or partners of each of the other Defendants herein, and, in doing and
23 taking part in the things and acts herein alleged, were acting within the course and scope of such
24 authority conferred upon that party by consent, approval, or ratification, whether such authority was
25 actual or apparent.

26 12. Moody is informed and believes, and based thereon alleges that the Defendants, at
27 all times material hereto, unlawfully conspired and acted in concert and participated with one or
28 more of the remaining Defendants in committing and performing the acts and conduct alleged herein,

1 for the express and intended purpose of committing or performing the acts and conduct alleged
2 herein, all to the damage and detriment of Moody.

3
4 **FACTUAL ALLEGATIONS**

5 13. In or around October of 2012, Moody was a student in a class Franco taught at UCLA
6 called "Adaptation and Collaboration" (the "Class").

7 14. In or around February of 2013, and as part of the Class, Moody directed Franco in a
8 short film called *A Walk in Winter*. After seeing the film, Franco told Moody that he was impressed
9 with Moody's work.

10 15. In or around July of 2013, and as part of the Class, Moody directed Franco in a short
11 film called *Obituaries*. While on the set for that film, Franco asked Moody if Moody would serve
12 as Franco's teaching assistant for the next "Adaptation and Collaboration" class (the "Next Class").
13 Moody agreed.

14 16. Starting in or around September of 2013, Moody served as Franco's official teaching
15 assistant for the Next Class, and also served as Franco's unofficial teaching assistant for an English
16 class Franco was teaching at UCLA.

17 17. On October 18, 2013, Franco emailed Moody and asked him whether he would adapt
18 the Book into a screenplay. Moody agreed. A true and correct copy of email communications
19 between Franco and Moody is attached hereto as Exhibit B and incorporated herein by reference.

20 18. Franco requested a draft of the screenplay by the end of November 2013 (Exh. B).
21 To meet that deadline, Moody worked upwards of 60 hours per week on the screenplay, while also
22 serving as Franco's teaching assistant as alleged above.

23 19. On November 20, 2013, Moody emailed a first draft of *The Disaster Artist* to Franco
24 and Jolivette. A true and correct copy of this email is attached hereto as Exhibit C and incorporated
25 herein by reference.

26 20. Between November 21-24, 2013, and at Franco's request, Moody traveled to the
27 Vancouver set of the motion picture *The Interview* to "pitch" *The Disaster Artist* to Point Grey, and

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1 in particular its principals Weaver, Seth Rogen ("Rogen") and Evan Goldberg ("Goldberg").
2 Weaver, Rogen and Goldberg expressed interest in the project.

3 21. On December 5, 2013, Moody, Franco, Jolivette, Weaver, Rogen and Goldberg held
4 a live reading of Moody's *The Disaster Artist* screenplay via Skype.

5 22. On or about December 7, 2013, Moody, Weaver and others participated in another
6 Skype session, wherein the participants gave Moody notes on his screenplay. A true and correct
7 copy of email correspondence between Moody and Weaver regarding this Skype session is attached
8 hereto as Exhibit D and incorporated herein by reference.

9 23. On January 9, 2014, Moody emailed his second draft of *The Disaster Artist* to Franco,
10 Jolivette, Torres, Weaver, Rogen, Goldberg and others. A true and correct copy of Moody's email
11 is attached hereto as Exhibit E and incorporated herein by reference.

12 24. On January 22, 2014, Moody emailed his third draft of *The Disaster Artist* to Franco.
13 A true and correct copy of Moody's email is attached hereto as Exhibit F and incorporated herein
14 by reference.

15 25. On January 28, 2014, Moody meet with Franco, Jolivette, Torres, Rogen, Goldberg
16 and Weaver on the lot of Sony Pictures to discuss Moody's latest draft of *The Disaster Artist*. A true
17 and correct copy of email correspondence regarding this meeting is attached hereto as Exhibit G and
18 incorporated herein by reference.

19 26. On February 7, 2014, *Deadline Hollywood* published an article stating that
20 RabbitBandini had optioned the rights to the Book, and that a movie based thereon would be
21 produced by RabbitBandini and Point Grey. The article further stated that Moody was writing the
22 screenplay. A true and correct copy of this article is attached hereto as Exhibit H and incorporated
23 herein by reference.

24 27. On February 9, 2014, Moody emailed his fourth draft of *The Disaster Artist* to
25 Franco, Jolivette, Torres, Rogen, Goldberg, Weaver and others. A true and correct copy of this email
26 is attached hereto as Exhibit I and incorporated herein by reference.

27 28. On February 14, 2014, Torres emailed Moody an Independent Contractor Agreement
28 regarding his services as writer on *The Disaster Artist*. Among other things, the Independent

1 Contractor Agreement provided that Moody would be paid the minimum amount payable under the
2 Writers Guild of America collective bargaining agreement, and that Moody would receive a
3 “Screenplay by Ryan Moody” credit. A true and correct copy of Torres’s email to Moody is attached
4 hereto as Exhibit J and incorporated herein by reference.

5 29. Moody signed the Independent Contractor Agreement, and on February 24, 2014 he
6 delivered the original to Torres. A true and correct copy of the Independent Contractor Agreement
7 signed by Moody is attached hereto as Exhibit K and incorporated herein by reference. Moody never
8 received a countersigned copy of the Independent Contractor Agreement.

9 30. Later on February 24, 2014, Moody met with Franco, Rogen and Goldberg to discuss
10 *The Disaster Artist*.

11 31. On February 25, 2014, Moody emailed his fifth draft of *The Disaster Artist* to Franco.
12 A true and correct copy of Moody’s email is attached hereto as Exhibit L and incorporated herein
13 by reference.

14 32. On February 28, 2014, after receiving notes from Franco, Moody emailed a revised
15 fifth draft of *The Disaster Artist* to Franco, Jolivette, Torres, Goldberg, Rogen and Weaver. A true
16 and correct copy of Moody’s email is attached hereto as Exhibit M and incorporated herein by
17 reference.

18 33. Moody worked full time on *The Disaster Artist* from November of 2013 through
19 March of 2014, and met regularly with Franco (approximately 2-4 times per month) at The Standard
20 Hotel in Hollywood for several hours at a time, during which Franco gave Moody notes on his
21 screenplay.

22 34. On or about March 31, 2014, Franco told Moody that Point Grey wanted to replace
23 Moody with established (*i.e.*, credited) writers.

24 35. Attached hereto as Exhibit N and incorporated herein by reference is a true and
25 correct copy of email communications between Moody and Franco dated April 2, 2014. In those
26 communications, Franco represented to Moody that Point Grey wanted to make Moody an associate
27 producer on *The Disaster Artist*. Franco also represented to Moody that RabbitBandini wanted
28 Moody to write and direct *On the Bus*.

1 36. Also on April 2, 2014, Moody emailed Weaver to discuss whether Moody could still
2 receive a writing credit on *The Disaster Artist*. A true and correct copy of Moody's email is
3 attached hereto as Exhibit O and incorporated herein by reference.

4 37. On or about April 2, 2014, and in response to Moody's email, Weaver called Moody,
5 and confirmed that Point Grey had requested that Moody be replaced with established writers. Wea-
6 ver also confirmed that Moody would receive an associate producer credit on *The Disaster Artist*.

7 38. On or about April 2, 2014, Jolivette called Moody, and confirmed that Moody would
8 receive an associate producer credit on *The Disaster Artist*, and further confirmed that
9 RabbitBandidni would produce *On the Bus* for Moody to write and direct.

10 39. On or about May 12, 2014, RabbitBandini provided Moody with a Purchase
11 Agreement for *The Disaster Artist*. Among other things, the Purchase Agreement provided that
12 Moody was transferring all of his rights to his screenplays for \$5,000, and that he would not receive
13 any credit on *The Disaster Artist*.

14 40. Following his receipt of the Purchase Agreement, Moody had several in-person and
15 telephonic communications with Torres and Jolivette regarding its terms. Specifically, Moody
16 inquired why the Purchase Agreement provided that he would not receive any credit on *The Disaster*
17 *Artist*, when Franco, Jolivette and Weaver had repeatedly represented that Moody would receive an
18 associate producer credit. Torres and Jolivette responded that the Purchase Agreement's credit
19 provision meant that Moody would not receive any credit in connection with his writing services,
20 but that he was still going to receive a separate associate producer credit.

21 41. Moody was reluctant to sign the Purchase Agreement, both because he wanted a
22 writing credit on the Movie and also because he believed that \$5,000 was a paltry sum considering
23 all of the time and effort he put into his five drafts of *The Disaster Artist*. Moody expressed his
24 reluctance to Torres and Jolivette. They each responded that if Moody ever wanted to work with
25 RabbitBandini or Point Grey in the future, then he must sign the Purchase Agreement.

26 42. On May 21, 2014, Jolivette emailed Moody that Jolivette "cannot stress the
27 importance of getting" the signed Purchase Agreement. A true and correct copy of this email is
28 attached hereto as Exhibit P and incorporated herein by reference.

1 49. In May of 2014, prior to Moody signing the Purchase Agreement, Jolivette and
2 Torres, on behalf of RabbitBandini, represented to Moody, both in-person (at the UCLA classes
3 taught by Franco) and telephonically, that if Moody signed the Purchase Agreement, then he would
4 receive an associate producer credit on the Movie, even though the Purchase Agreement expressly
5 stated that Moody “waives all rights to receive any credit on any motion picture or other production
6 based in whole or in part upon the Property.” [Exh. A]. More particularly, Jolivette and Torres
7 explained that while it was true that Moody would not receive a credit based upon “the Property,”
8 which was defined in the Purchase Agreement as Moody’s *The Disaster Artist* screenplay, he would
9 nonetheless receive an associate producer’s credit, but only if he signed the Purchase Agreement.

10 50. At the time these representations were made, Jolivette and Torres did not believe
11 them to be true. In fact, RabbitBandini had no intention of giving Moody an associate producer
12 credit on *The Disaster Artist*. Rather, Jolivette and Torres intended to tell Moody what he wanted
13 to hear to get Moody to sign away his rights to *The Disaster Artist*.

14 51. In reliance on the misrepresentations alleged above, Moody executed the Purchase
15 Agreement. If Moody had known either that: (a) RabbitBandini had no intention of giving Moody
16 an associate producer credit on the Movie; or (b) RabbitBandini had no intention of producing *On*
17 *the Bus* on the same or similar scale as *The Disaster Artist*, then Moody never would have sold his
18 rights to *The Disaster Artist* for only \$5,000.

19 52. Moody’s reliance upon the misrepresentations of Franco, Jolivette and Torres was
20 reasonable. By the time these misrepresentations occurred, Moody had worked closely with Franco,
21 Jolivette and Torres for many months, and had considered Franco and his colleagues to be honorable.

22 53. Moody did not discover that RabbitBandini had no intention of producing *On the Bus*
23 on the same or similar scale as *The Disaster Artist* until April of 2016, when Jolivette and Torres
24 informed Moody that RabbitBandini intended to produce *On the Bus* for only \$50,000.

25 54. Moody did not discover that he did not receive an associate producer credit on the
26 Movie until it was theatrically released on or about December 8, 2017.

27 55. Moody seeks rescission of the Purchase Agreement and enforcement of the
28 Independent Contractor Agreement. Moody will suffer substantial harm under the Purchase

1 Agreement if it is not rescinded, in that Moody accepted drastically reduced consideration than that
2 to which he was already entitled under the Independent Contractor Agreement. The Purchase
3 Agreement was, effectively, a modification of the Independent Contractor Agreement, and one to
4 which Moody never would have agreed but for the consideration he was promised: (a) in the form
5 of an associate producer credit on *The Disaster Artist*; and (b) in connection with *On the Bus*.

6 56. Moody intends service of the Summons and Complaint in this action to serve as
7 notice of rescission of the Purchase Agreement.

8 57. In performing the acts herein alleged, RabbitBandini intentionally misrepresented
9 facts known to it, specifically that RabbitBandini was not prepared to produce *On the Bus* for Moody
10 to write and direct on a scale similar to *The Disaster Artist*, and had no intention of giving Moody
11 an associate producer credit on *The Disaster Artist*. RabbitBandini made these misrepresentations
12 with the intention of obtaining Moody's valuable rights to *The Disaster Artist* for far less than fair
13 market value. RabbitBandini's conduct as alleged above justifies an award of punitive damages.

14 15 SECOND CAUSE OF ACTION

16 (For Intentional Misrepresentation against RabbitBandini)

17 58. Moody incorporates herein by reference Paragraphs 1 through 57, inclusive, as though
18 set forth herein *in haec verba*.

19 59. As a direct and proximate result of the misrepresentations as alleged herein, Moody
20 has suffered damages in an amount according to proof. More particularly, but for RabbitBandini's
21 conduct as herein alleged, Moody would have been entitled to substantial consideration pursuant to
22 the Independent Contractor Agreement, including a substantially greater fee and a writer credit.

23 60. In performing the acts herein alleged, RabbitBandini intentionally misrepresented
24 facts known to it, specifically that RabbitBandini was not prepared to produce *On the Bus* for Moody
25 to write and direct on a scale similar to *The Disaster Artist*, and had no intention of giving Moody
26 an associate producer credit on *The Disaster Artist*. RabbitBandini made these misrepresentations
27 with the intention of obtaining Moody's valuable rights to *The Disaster Artist* for far less than fair
28 market value. RabbitBandini's conduct as alleged above justifies an award of punitive damages.

1 **THIRD CAUSE OF ACTION**

2 **(For Negligent Misrepresentation against RabbitBandini)**

3 61. Moody incorporates herein by reference Paragraphs 1 through 60, inclusive, as though
4 set forth herein *in haec verba*.

5 62. At the time Franco, Jolivette and Torres represented to Moody that RabbitBandini
6 would produce *On the Bus* for Moody to write and direct on the same or similar scale as *The*
7 *Disaster Artist*, they had no reasonable basis for believing that to be true. In fact, RabbitBandini had
8 not yet decided whether it would produce *On the Bus*, whether it would allow Moody to direct it, or
9 whether *On the Bus* would be on the same or similar scale as *The Disaster Artist*.

10 63. At the time Jolivette and Torres represented to Moody that he would receive an
11 associate producer credit on *The Disaster Artist*, they had no reasonable basis for believing that to
12 be true. In fact, RabbitBandini did not even know whether it would have the power to give out
13 producing credits on *The Disaster Artist*.

14 64. As a direct and proximate result of the misrepresentations as alleged herein, Moody
15 has suffered damages in an amount according to proof. More particularly, but for RabbitBandini's
16 conduct as herein alleged, Moody would have been entitled to substantial consideration pursuant to
17 the Independent Contractor Agreement, including a substantially greater fee and a writer credit.

18 **FOURTH CAUSE OF ACTION**

19 **(For Breach of Written Contract against RabbitBandini)**

20 65. Moody incorporates herein by reference Paragraphs 1 through 64, inclusive, as though
21 set forth herein *in haec verba*.

22 66. Moody performed all of his obligations under the Independent Contractor Agreement,
23 except those obligations (if any) excused by RabbitBandini's conduct.

24 67. Assuming that the Purchase Agreement is void as induced by fraud, RabbitBandini
25 materially breached the Independent Contractor Agreement by, among other things: (a) failing to pay
26 Moody the WGA "minimum"; and (b) failing to give Moody a "screenplay by" credit in *The*
27 *Disaster Artist*.
28

1 68. As a direct and proximate result of the breaches of contract as alleged herein, Moody
2 has suffered damages in an amount according to proof.

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4 **FIFTH CAUSE OF ACTION**

5 **(For Breach of Oral Contract against RabbitBandini and Point Grey)**

6 69. Moody incorporates herein by reference Paragraphs 1 through 68, inclusive, as though
7 set forth herein *in haec verba*.

8 70. In April and May of 2014, Point Grey and Rabbit Bandini offered Moody an associate
9 producer credit on *The Disaster Artist* if Moody signed away his rights to *The Disaster Artist*
10 screenplays that he wrote. Moody agreed and, through the Purchase Agreement, signed away his
11 rights to *The Disaster Artist* screenplays.

12 71. RabbitBandini and Point Grey materially breached the foregoing agreement by failing
13 to give Moody an associate producer credit on *The Disaster Artist*.

14 72. As a direct and proximate result of the breaches of contract as alleged herein, Moody
15 has suffered damages in an amount according to proof.

16
17 **PRAYER FOR RELIEF**

18 WHEREFORE, Moody prays for judgment on the Complaint as follows:

19 **On the First Cause of Action**

- 20 (i) For a judgment that the Purchase Agreement has been rescinded;
21 (ii) For an award of punitive damages;
22 (iii) For costs of suit incurred herein; and
23 (iv) For such other and further relief as the Court deems just and proper.

24
25 **On the Second Cause of Action**

- 26 (i) For damages according to proof;
27 (ii) For an award of punitive damages;

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- (iii) For costs of suit incurred herein; and
- (iv) For such other and further relief as the Court deems just and proper.

On the Third Cause of Action

- (i) For damages according to proof;
- (ii) For costs of suit incurred herein; and
- (iii) For such other and further relief as the Court deems just and proper.

On the Fourth Cause of Action

- (i) For damages according to proof;
- (ii) For an award of reasonable attorneys' fees as provided under the contract;
- (iii) For costs of suit incurred herein; and
- (iv) For such other and further relief as the Court deems just and proper.

On the Fifth Cause of Action

- (i) For damages according to proof;
- (ii) For costs of suit incurred herein; and
- (iii) For such other and further relief as the Court deems just and proper.

DATED: February 28, 2018

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