

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

<p>CRYE PRECISION LLC,</p> <p style="text-align: center;"><i>Plaintiff,</i></p> <p style="text-align: center;">-against-</p> <p>ORANGE COUNTY CHOPPERS EAST COAST WEST COAST LLC and ORANGE COUNTY CHOPPERS, INC.</p> <p style="text-align: center;"><i>Defendants.</i></p>

Index No. _____

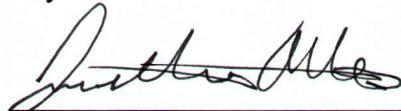
SUMMONS

To the above named Defendants:

YOU ARE HEREBY SUMMONED and required to serve upon Plaintiff's attorney an answer to the Verified Complaint in this action within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York). In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: March 10th, 2017

Crye Precision LLC



Jonathan E. Antone
Attorney for Plaintiff
63 Flushing Ave., Unit 252
Brooklyn, NY 11205
(718) 246-3876

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

CRYE PRECISION LLC,

Plaintiff,

-against-

ORANGE COUNTY CHOPPERS EAST COAST
WEST COAST LLC and ORANGE COUNTY
CHOPPERS, INC.

Defendants.

Index No. _____

VERIFIED COMPLAINT

Plaintiff Crye Precision LLC complains of Defendants Orange County Choppers East Coast West Coast LLC and Orange County Choppers, Inc., and alleges as follows:

COMPLAINT

1. Crye Precision LLC ("Crye") negotiated an "On-Air Promotion Agreement" with Jason Pohl of Orange County Choppers ("Agreement"). The Agreement was between Crye and Orange County Choppers East Coast West Coast LLC ("ECWC"), which Crye understood to be the legal name of Orange County Choppers. When ECWC breached the Agreement, Crye was advised for the first time that (i) ECWC was a separate entity from Orange County Choppers (Orange County Choppers' legal name was actually Orange County Choppers, Inc. ("OCC")); and (ii) ECWC had breached the Agreement because it was in a dispute with OCC. When Crye demanded the return of a \$25,000 deposit from ECWC, ECWC refused to return the deposit. Crye subsequently sought repayment of the deposit from OCC on the grounds that OCC had misled Crye into believing that Orange County Choppers and ECWC were one and the same. Had

Crye not been misled, it would never have agreed to contract with a party (ECWC) with whom it had no prior contact or relationship.

THE PARTIES

2. At all times hereinafter mentioned, Plaintiff Crye was and is a Limited Liability Company organized under the laws of the State of New York and doing business in Kings County.

3. Upon information and belief, Defendant OCC was and is a New York Corporation with its principal place of business at 14 Crossroads Court, Newburgh, New York 12550.

4. Upon information and belief, Defendant ECWC was and is a Limited Liability Company organized under the laws of the State of Delaware.

5. Upon information and belief, the Defendants are related entities.

JURISDICTION AND VENUE

6. This Court has original jurisdiction over the subject matter of this action pursuant to Section 140-b of the New York Judiciary Law, which provides that the Supreme Court of New York has general jurisdiction.

7. This Court has personal jurisdiction over ECWC because Section 12 of the Agreement provides that in the event of a dispute, the parties agree to submit to the exclusive jurisdiction of New York.

8. This Court has personal jurisdiction over OCC because OCC is located in Orange County, New York.

9. Venue is proper pursuant to Section 503 of the CPLR because the Crye is domiciled in New York and their principal place of business is in Kings County.

FACTS GIVING RISE TO THIS ACTION

10. Crye has the exclusive right to promote certain intellectual property and goodwill associated with a camouflage pattern brand known as MultiCam®.

11. Upon information and belief, ECWC is a television show producer, product placement and brand awareness company.

12. Upon information and belief, OCC is affiliated with ECWC.

13. In or about June 2015, Ernesto Rodriguez, the MultiCam® brand manager at Crye, and Jason Pohl, who at the time Crye believed was a lead designer at a company called "Orange County Choppers," engaged in telephone and email discussions regarding the possibility of Orange County Choppers airing a MultiCam® themed episode of the television show "Orange County Choppers: American Made" (the MultiCam® themed episode being hereinafter referred to as the "Show").

14. In furtherance of these discussions, Rodriguez and Pohl began negotiating an "On-Air Promotion Agreement," pursuant to which the Show would be filmed in or about August, 2015, and would air in or about February, 2016. The Agreement provided for Crye to pay the sum of \$50,000 in consideration for these services.

15. After several rounds of negotiations, the On-Air Promotion Agreement was executed on August 17, 2015 (the "Agreement"). The signatories to the Agreement were Crye Precision LLC (Crye) and Orange County Choppers East Coast West Coast LLC (ECWC). Crye understood that Orange County Choppers East Coast West Coast LLC (ECWC) was the legal name for Orange County Choppers.

16. On August 17, 2015, in conjunction with the execution of the Agreement, Crye wired the sum of \$25,000 to ECWC, which sum represented the 50% deposit necessary for the Show to film and air (the "Deposit").

17. For the next several months, Rodriguez worked with Kevan Bloomgren, an individual who at the time Crye understood to be an employee of ECWC, to prepare for the filming of the Show. Various scenes for the Show began filming on or about August 24, 2015, and continued through at least August 25, 2015.

18. At all times during the negotiation of the Agreement and thereafter, Crye understood that the individuals with whom it had developed a relationship (Pohl and Bloomgren) were employees of the company with whom it had signed the Agreement, ECWC. Indeed, Pohl went to great lengths to hide the reality that he and Bloomgren were actually employees of a different company, Orange County Choppers, Inc. (OCC). A few examples of this include:

- a. Via electronic mail (email) on June 11, 2015, Pohl sent Rodriguez "**our** pdf with the pricing." (Emphasis added.) The PDF contained the costs which would be associated with airing the Show;
- b. Via email on August 5, 2015, Pohl enclosed for Rodriguez's review "**our** contract/agreement, invoice, wiring information and proposal." (Emphasis added.);
- c. Via email on August 7, 2015, Pohl advised Rodriguez that he had sent Crye's proposed revisions to the agreement to "**our** legal team." (Emphasis added.);

- d. Via email on August 10, 2015, Pohl sent Rodriguez “**our** new edited contract.” (Emphasis added.), and advised Rodriguez that if he or Crye’s legal team had any questions, Crye should contact “myself [Pohl] or **our Lawyer Jennifer Miller** directly.” (Emphasis added.);
- e. Via email on August 11, 2015, Pohl inquired with Rodriguez as to whether Rodriguez had received “**our** latest contract[.]” (Emphasis added.); and
- f. Via email on August 13, 2015, Pohl indicated to Rodriguez that “**we** have revised and inserted the Exclusive proposal [...] as your team requested. Please review and return **to us** at your earliest convenience the required 50% deposit.” (Emphasis added.)

19. Indeed, in none of the nearly one-hundred email correspondences which transpired between Bloomgren, Pohl and Rodriguez both before the execution of the Agreement and thereafter, could it have been possible for Rodriguez to know that Bloomgren and Pohl were not employees of ECWC.

20. The reality that OCC and ECWC were distinct companies was not ultimately revealed until December 13, 2015, when Rodriguez learned from Bloomgren that the Show was unlikely to air, because the company Bloomgren worked for as Chief Executive Officer (OCC) was “trying to work out some contractual issues with the production company [ECWC]”. Prior to this conversation, Crye understood that “Orange County Choppers” (which was the signature line on each of Bloomgren and Pohl’s emails) was simply shorthand for Orange County Choppers East Coast West Coast LLC.

21. In a subsequent conversation between Pohl and Rodriguez regarding the failure of the Show to air, Pohl suggested that Rodriguez email ECWC’s attorney, Miller,

and request a refund of the Deposit. Until this point in time, Pohl had always indicated that Miller was *his* attorney, and not the attorney for a separate company.

22. On February 12, 2016, Jonathan Antone, General Counsel for Crye, sent a letter via email to ECWC notifying ECWC of its breach and demanding a full refund of the Deposit.

23. ECWC refused to refund the Deposit.

24. Via email on August 18, 2016, Antone advised Pohl and Bloomgren that because they concealed that they were not actually employees of ECWC, and they misrepresented their relationship with Miller, Crye had been tricked into entering into a contract with a party with whom it had no prior engagement or relationship (ECWC). The email requested that OCC reimburse Crye the full Deposit.

25. OCC refused to refund the Deposit.

FIRST CAUSE OF ACTION

AGAINST ECWC

(BREACH OF CONTRACT)

26. Plaintiff repeats and realleges each of the allegations contained in paragraphs "1" through "25" as if fully set forth herein.

27. The Agreement was a valid and binding contract that was entered into between Crye and ECWC on August 17, 2015.

28. The Agreement was supported by valuable consideration in the amount of the Deposit (\$25,000), paid to ECWC by Crye.

29. Crye fully performed its obligations under the Agreement. In connection with that performance, Crye incurred approximately \$8,000 in expenses.

30. ECWC failed to perform its obligations under the Agreement.

31. By reason of the foregoing, Crye has suffered damages in an amount to be determined at trial, but in no event less than \$33,000.

SECOND CAUSE OF ACTION

AGAINST OCC

(FRAUD)

32. Plaintiff repeats and realleges each of the allegations contained in paragraphs "1" through "31" as if fully set forth herein.

33. As detailed above, Defendant OCC intentionally concealed the fact that Orange County Choppers and ECWC were not the same entity.

34. Crye justifiably relied on these representations and therefore believed that ECWC and Orange County Choppers were the same entity.

35. Had Crye not been misled, it would never have agreed to contract with a party (ECWC) with whom it had no prior contact or relationship.

36. By reason of the foregoing, Crye has suffered damages in an amount to be determined at trial, but in no event less than \$33,000.

THIRD CAUSE OF ACTION

AGAINST OCC

PROMISSORY ESTOPPEL

37. Plaintiff repeats and realleges each of the allegations contained in paragraphs "1" through "36" as if fully set forth herein.

38. OCC unequivocally promised to Crye that if it executed the Agreement and paid the Deposit, the Show would be aired.

39. Crye reasonably and foreseeably relied on OCC's promise, and both paid the Deposit and devoted time and resources to the filming of the Show.

40. The Show never aired, and equity and good conscience now require that restitution be made.

41. By reason of the foregoing, Crye has suffered damages in an amount to be determined at trial, but in no event less than \$33,000.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Crye Precision LLC demands judgment as follows:

- a. On the first cause of action, against the Defendant ECWC, for an amount to be determined at trial, but in no event less than \$33,000;
- b. On the second cause of action, against the Defendant OCC, for an amount to be determined at trial, but in no event less than \$33,000;
- c. On the third cause of action, against the Defendant OCC, for an amount to be determined at trial, but in no event less than \$33,000;
- d. Awarding Crye interest and costs; and
- e. And such other and further relief as the Court deems just and proper.

Dated: MARCH 22, 2017
Brooklyn, New York

CRYE PRECISION LLC

By: 
Jonathan E. Antone, Esq.
63 Flushing Avenue, Unit 252
Brooklyn, New York 11205
(Attorney for Plaintiff)

VERIFICATION

STATE COURT OF NEW YORK)
) ss.:
COUNTY OF KINGS)

I, Ernesto Rodriguez, having been duly sworn, deposes and says:

- 1. I am an employee of Crye Precision LLC.
- 2. I have read the foregoing Complaint and am familiar with the contents thereof. The document is true to my knowledge, except as to matters therein stated on information and belief or apparent from the context to be on information and belief and as to those matters, I believe them to be true.



Ernesto Rodriguez

Sworn to before me on this 22nd
Day of MARCH, 2017



Notary Public

JONATHAN E. ANTONE
NOTARY PUBLIC-STATE OF NEW YORK
No. 02AN6219156
Qualified in Kings County
My Commission Expires March 22, 2018