

STATE OF RHODE ISLAND

KENT, SC

SUPERIOR COURT DEPARTMENT

VINNY PAZ,
Plaintiff,

v.

CHAD A. VERDI aka CHARLES A. VERDI,
BEN YOUNGER aka BENJAMIN YOUNGER,
BLEED FOR THIS, LLC, and YOUNGER
THAN YOU PRODUCTIONS, INC.,
Defendants.

C.A. No.

COMPLAINT AND JURY DEMAND

PARTIES

1. Plaintiff, Vinny Paz, is an individual with an address of 54 Tivoli Court, Warwick, Rhode Island 02886.

2. Defendant, Chad A. Verdi aka Charles A. Verdi, is an individual with an address of 100 Pheasant Drive, East Greenwich, Rhode Island 02818

3. Defendant, Ben Younger aka Benjamin Younger, is an individual with an address of 8383 Wilshire Blvd., #400, Beverly Hills, California 90211.

4. Defendant, Bleed For This, LLC, is a domestic limited liability company with a resident agent located at 107 Danielson Pike, Scituate, Rhode Island 02857.

5. Defendant, Younger Than You Productions, Inc., is a foreign corporation, with a registered agent at 107 Danielson Pike, Scituate, Rhode Island 02857.

6. Ben Younger is a shareholder, owner, or officer of Younger Than You Productions, Inc.

7. Ben Younger is a manager, owner, or member of Bleed For This, LLC.

8. Ben Younger is the alter ego of Younger Than You Productions, Inc. and Bleed For This, LLC.

JURISDICTION

9. At all material times hereto, the Defendants were doing business in Rhode Island, specifically, but not limited to, entering into business agreements and filming a motion picture ultimately titled and released as "Bleed For This."

10. The Defendants entered into contracts in the State of Rhode Island and/or with the Plaintiff, a resident of Rhode Island, concerning the making of a movie in Rhode Island with the Life Story.

FACTS COMMON TO ALL COUNTS

11. The foregoing paragraphs 1-10 are incorporated and re-alleged herein.

12. Bleed For This is based upon the life story of Vinny Paz.

13. Vinny Paz was born as Vincent Edward Pazienza and legally changed his name to Vinny Paz on September 7, 2000.

14. On about 2013, Chad A. Verdi purchased a script concerning portions of Vinny Paz's life.

15. After purchasing the script, Chad A. Verdi negotiated with Vinny Paz the purchase of his life story to make a movie (the "Life Story").

16. During these negotiations, Chad A. Verdi held himself out to be negotiating the purchase of the Life Story for Ben Younger.

17. Chad A. Verdi promised Vinny Paz that if the movie were made, he would be paid by Ben Younger the sum of \$200,000, with half upfront and the other half upon completion, and that he would participate in profits and benefit financially from the publicity (the "Verbal Agreement").

18. During the making of the movie, Chad A. Verdi paid Vinny Paz \$100,000, for promotional events, including personal appearances, signings and training provided to a boxer at the request of Chad A. Verdi.

19. Chad A. Verdi confirmed for Vinny Paz's representative that the \$100,000 was not part of the money to be paid by Ben Younger and that Mr. Verdi was not part of the financial obligation of Ben Younger.

20. Ultimately, Ben Younger, through an entity called Bleed For This, LLC, paid Vinny Paz \$25,000 towards the purchase of his Life Story, and no further payments were made towards the originally promised \$200,000.

21. Vinny Paz's representative complained about the non-payment of the \$200,000 to various people involved with the movie and only after demand, during late 2016, for the first time, she was provided with copies of what were allegedly agreements entered into between "Vinny Paziienza" and Younger Than You Productions, Inc. for the sale of the Life Story.

22. Upon receipt and review by Vinny Paz, he disputed entering into the written agreements.

COUNT I
FORGERY – YOUNGER THAN YOU PRODUCTIONS, INC.

23. The foregoing paragraphs 1-22 are incorporated and re-alleged herein.

24. Younger Than You Productions has presented three (3) agreements to Vinny Paz with his alleged signatures (the "Forgeries").

25. The Forgeries identify "Vinny Paziienza" or "Vinnie Paziienza" as the signatory (the "Alleged Identities").

26. Vinny Paz legally changed his name in 2000 and is no longer known as the Alleged Identities, does not use the Alleged Identities, and he refuses to sign documents that do not correctly use his legal name.

27. Upon information and belief, Younger Than You Productions, Inc. has sold the Life Story to others and has profited from same to the detriment and financial harm and loss to Vinny Paz.

28. Younger Than You Productions, Inc. has relied upon the Forgeries to claim ownership to the Life Story, sell same, and in only paying Vinny Paz \$25,000, as opposed to the \$200,000 agreed to by Ben Younger, through the negotiations of Chad A. Verdi.

29. As a result of the Forgeries, Vinny Paz has been harmed, damaged and denied ownership of his Life Story.

30. Younger Than You Productions, Inc. is liable to Vinny Paz for double the harm caused by said Forgeries pursuant to G.L. Section 9-1-2.

31. Younger Than You Productions, Inc.'s willfulness, recklessness, or wickedness, in committing said Forgeries, amounts to criminality that should be punished by an award of punitive damages to Vinny Paz.

WHEREFORE, Plaintiff prays for damages in an amount to be proven at trial as against Defendants Ben Younger and Younger Than You Productions, Inc., plus up to double damages, punitive damage, costs and interest.

COUNT II
DECLARATORY JUDGMENT – YOUNGER THAN YOU PRODUCTIONS, INC.

32. The foregoing paragraphs 1-31 are incorporated and re-alleged herein.

33. Younger Than You Productions, Inc. alleges to have entered three (3) agreements with “Vinny Pazienza” or “Vinnie Pazienza” as the signatory.

34. Vinny Paz, the owner of the Life Story, is not identified as the person signing the three (3) agreements.

35. The three (3) agreements were not signed by Vinny Paz.

36. The first agreement called “Life Rights Option/Purchase Agreement” with a date of January 15, 2013, lacks any consideration to be enforceable, as the consideration to be paid was “\$1 and Company’s efforts.” The \$1 was never paid and the Company’s efforts were for its own gain and not of any benefit or consideration to Vinny Paz.

37. Under the first agreement to exercise the option, the Younger Than You Productions, Inc. was to pay \$200,000, with ½ paid at the commencement of principal photograph and ½ paid upon completion.

38. The second agreement called “Life Rights Option/Purchase Agreement – First Amendment” with a date of June 17, 2014 extends the dates of the option under the first agreement and reduces the amount paid to Vinny Pazienza to \$175,000.

39. The third agreement called “Life Rights Option/Purchase Agreement – Second Amendment” with a date of August 1, 2014 reduces the payment due under the first agreement to \$1,000 plus \$24,000 for Vinny Pazienza to act as an associate producer.

40. On or about October 20, 2014, Bleed for This, LLC paid Vinny Paz \$25,000, allegedly under the Life Rights Option/Purchase Agreement – Second Amendment.

41. The first agreement called “Life Rights Option/Purchase Agreement” with a date of January 15, 2013 is unenforceable because Vinny Paz was not identified as the person entering into the agreement, he did not sign the agreement, there was no consideration for the agreement, and he was not paid the \$200,000 as specified in the agreement.

42. The first and second amendment to the first agreement are not enforceable amendments because Vinny Paz was not identified as the person entering into the agreements, he did not sign the agreements, there was no

consideration for the agreements, and/or Vinny Paz was not paid in accordance with those agreements.

43. Upon receipt of the \$25,000 check from Bleed For This, LLC, Vinny Paz was told that the balance was coming, as he believed the amount due from Ben Younger, pursuant to his prior negotiations with Chad A. Verdi, was \$200,000.

WHEREFORE, Plaintiff prays that the Life Rights Option/Purchase Agreement, Life Rights Option/Purchase Agreement – First Amendent, and Life Rights Option/Purchase Agreement – Second Amendment, be declared void and/or unenforceable by Younger Than You Productions, Inc. and any assignee or beneficiary of said agreements.

COUNT III
BREACH OF CONTRACT – BEN YOUNGER, CHAD A. VERDI AND
YOUNGER THAN YOU PRODUCTIONS, INC.

44. The foregoing paragraphs 1-43 are incorporated and re-alleged herein.

45. Chad A. Verdi held himself out to be the agent of Ben Younger for purposes of negotiating the purchase of the Life Story for \$200,000 plus other future profits and benefits to Vinny Paz.

46. Chad A. Verdi, through his words and conduct and through the subsequent payment of \$25,000 to Vinny Paz by Bleed For This, LLC, an entity owned or controlled by Ben Younger, had apparent authority to enter into an agreement to purchase the Life Story from Vinny Paz.

47. To the extent Chad A. Verdi did not have authority from Ben Younger to come to an agreement with Vinny Paz for the purchase of his Life Story, Chad A. Verdi is personally liable under said agreement to pay \$200,000 and other benefits to Vinny Paz.

48. Ben Younger, through Chad A. Verdi, entered into a Verbal Agreement with Vinny Paz to pay him \$200,000 and other benefits.

49. Ben Younger and/or Chad A. Verdi have breached the Verbal Agreement.

50. Vinny Paz has been harmed by the breach of the Verbal Agreement to the extent of at least \$175,000.

51. To the extent enforceable, the Life Rights Option/Purchase Agreement – Second Amendment was breached by Ben Younger and/or Younger Than You Productions, Inc. as it promised to engage Vinny Pazienza as an “associate producer,” yet he was never hired as an employee or otherwise, nor provided any

benefits as an employee or otherwise, nor given any authority or responsibilities as an associate producer.

WHEREFORE, Plaintiff prays for an award of damages as against Ben Younger, Younger Than You Productions, Inc., and/or Chad A. Verdi in an amount to be proven at trial plus interest and costs.

**COUNT IV
UNJUST ENRICHMENT - BEN YOUNGER, BLEED FOR THIS, LLC and
YOUNGER THAN YOU PRODUCTIONS, INC.**

52. The foregoing paragraphs 1-51 are incorporated and re-alleged herein.

53. Upon information and belief, Bleed for This, LLC and/or Younger Than You Productions, Inc. have sold the Life Story to others, in exchange for compensation and other benefits, and/or they have received money or benefits from Bleed for This the movie, in profits and/or tax benefits, that they are not entitled to, as they did not own the Life Story and/or breached the Verbal Agreement to purchase same.

54. Ben Younger, Bleed for This, LLC and/or Younger Than You Productions, Inc. have been unjustly enriched by their sale and/or use of the Life Story without owning same.

55. Vinny Paz has been harmed by the use of his Life Story without compensation for same pursuant to the Verbal Agreement and by the profits and/or benefits received by the Ben Younger, Bleed for This, LLC and/or Younger Than You Productions, Inc. through the unauthorized use of his Life Story.

WHEREFORE, Plaintiff prays for damages against Ben Younger, Bleed for This, LLC and/or Younger Than You Productions, Inc. in an amount to be proven at trial plus costs and interest.

PLAINTIFF REQUESTS A TRIAL BY JURY ON ALL COUNTS SO TRIABLE.

Respectfully submitted,
For the Plaintiff,

/s/Andrew J. Tine

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