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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MICHAEL KIMBREW,

Plaintiff,

- against -

FREEDOME PRODUCTIONS, INC., and MICHAEL
K. WILLIAMS, and JOSH BLAU, individually,
Defendants.

COMPLAINT

ECF CASE

CIVIL ACTION
17-cv-07190

Plaintiff Michael Kimbrew (referred to herein as “Plaintiff” or “Kimbrew”), by and through his attorneys, The Law Offices of Gregg A. Pinto and Seidman Legal, allege:

NATURE OF THE ACTION

1. This is a civil action brought by Plaintiff to recoup compensation owed to Plaintiff by Defendants under theories of Unjust Enrichment, Implied Contract, Breaches of the Fiduciary Partnership Duties of Loyalty and Good Faith and Fair Dealing, Tortious Interference, Quantum Meruit and Promissory Estoppel.

JURISDICTION AND VENUE

2. This Court has diversity jurisdiction over this action under 28 U.S.C. § 1332.
3. This Court has supplemental jurisdiction over the New York state law claims under the principles of pendent and ancillary jurisdiction.
4. Venue is proper in this district under 28 U.S.C. § 1391(b)(1), because Defendant FREEDOME PRODUCTIONS, INC. (“Freedome”) is a resident of this district, in that it is registered as a corporation in this district, with its Principal Executive Offices located in this district, and all of the Defendants are residents of this state.

PARTIES

5. Plaintiff is a resident of Los Angeles, California and is a citizen of the State of California.
6. At present, and at all relevant times herein, Defendant Michael K. Williams (hereinafter, “Williams”) was a resident of and domiciled in Brooklyn, New York, and is a citizen of the State of New York. Defendant Williams is a professional, celebrity actor by trade.
7. At present, and at all relevant times herein, Defendant Josh Blau (“Blau”) was a resident of New York, New York and citizen of the State of New York, and has been employed as a Certified Professional Accountant in New York, New York.
8. On December 5, 2001, an entity known as Freedome Productions Inc. (“Freedome”) was created as a corporation, and is still active at present, under the laws of the state of

New York, with its principal place of business in New York State. Upon information and belief, the corporate filings for Freedom were completed by Blau.

9. At all relevant times herein, Josh Blau has been designated by Defendant Williams as the business manager for Defendant Williams and Defendant Freedom. Blau is responsible for managing all income and expenses with respect to Defendants' collective business ventures and partnership with Plaintiff.
10. On or about April 7, 2004 Plaintiff was introduced to Defendant Williams at Sony Pictures Studio in Culver City California. Thereafter they developed a mutual friendship.
11. Defendant Williams was a former television star on the HBO hit television series "The Wire." However, from 2008 through 2010 he had become destitute. During this time period Defendant Williams would frequently stay on Plaintiff's couch in Los Angeles. As time went on, Plaintiff became increasingly alarmed at Defendant Williams' poor financial judgment and worried about his ability to deal with certain personal proclivities.
12. On or about September 4, 2010 at Defendant's insistence, Plaintiff orally agreed to enter into a business partnership and joint venture with Defendant Williams and specifically join him as a partner in Freedom (the "Agreement").
13. The primary goal of the partnership and joint venture was to build the brand strength of Defendant Williams in the entertainment industry and maximize his pecuniary opportunities as an actor. The partnership also sought to build the brand strength of

Defendant Freedome as a production entity in the television, film, and entertainment industries and maximize pecuniary opportunities for the partnership entity.

14. Defendant Williams had recently starred on the hit HBO television series “Boardwalk Empire,” and the plan was to work together with Plaintiff to leverage Defendant Williams’ success from that show into procuring new acting and productions deals for Defendants Williams and Freedome.
15. Plaintiff's role in this partnership and joint venture was to perform business development and represent Defendant Williams as his business partner and agent in procuring pecuniary opportunities on Defendant Williams and Freedome’s behalf. Plaintiff’s first assignment under the Agreement was to hire a film and television agent and manager on Defendants’ behalf.
16. In exchange for Plaintiff's services, Defendant agreed to compensate Plaintiff with a twenty percent (20%) share of the revenues earned or procured as a result of Plaintiff’s effort on Defendants’ behalf pursuant to and under the spirit of the Agreement.
17. Thereafter, Plaintiff acted as Defendant Williams’ representative in procuring and negotiating several film and television deals on Defendant Williams’ and Freedome’s behalf. Plaintiff became widely recognized throughout the television and film industry as Defendant Williams’ business associate, agent, and partner. In email correspondence, during business meetings, and publicly on television, Defendant Williams has referred to Plaintiff as his business associate and partner on several occasions since 2010.

18. In reliance upon the Agreement, partnership, and defendant's various promises, Plaintiff resigned from his employment with the Los Angeles City Council and began to work exclusively as Defendant Williams' business partner and agent on or about September 30, 2010.
19. Thereafter, when Defendant Williams traveled to Los Angeles for business purposes (i.e., filming a television show), Plaintiff was responsible for managing Defendant Williams' schedule, arranging or providing transportation for Defendant Williams, and ensuring that Defendant Williams was "on time" in accordance with the production schedules. Additionally, when Defendant Williams traveled to Los Angeles for non-business reasons, he would frequently stay at Plaintiff's residence in Los Angeles.
20. Plaintiff's understanding from Defendant Williams was that Defendant Blau was the business manager responsible for all financial disbursements through Freedom. Defendant Williams assured Plaintiff on multiple occasions from 2010 through 2014 that Blau would make payments to Plaintiff on behalf of Defendants to compensate Plaintiff for all the services he provided to Defendants Williams and Freedom.
21. On or about October 1, 2010 Plaintiff began to endeavor to build a management team for Defendant Williams and Freedom.
22. On or about June 13, 2011 Plaintiff and Williams were introduced to Matt Goldman of The Collective Talent agency at 8383 Wilshire Blvd, Beverly Hills, CA 90211. At the time Goldman was a Junior Agent. After this meeting Plaintiff and Defendant Williams went to dinner where they decided to hire Goldman as Defendant William's manager.

23. On or about November 2011, Plaintiff and Defendant Williams agreed to bring Martin Morse on board as an additional member of Freedom.
24. At all relevant times herein, Martin Morse ("Morse") was a resident of New York, New York. Plaintiff was introduced to Morse in his capacity as the Chief Executive Officer of The MM Group, Inc., a sports and entertainment management firm.
25. On or about March 15, 2012 Morse sent an email correspondence to Plaintiff and Defendant Williams indicating that he was interested in completing paperwork with respect to his ownership interest in Freedom and addressing a project involving comedian/actor Katt Williams that he and Plaintiff had worked to procure on Defendant's behalf. Morse also requested documentation of corporate structure and accounting practices for Freedom moving forward in light of the fact that the "team" had begun to "produce tangible returns."
26. On or about October 22, 2012, Defendant Williams became dissatisfied with Goldman's services because Goldman was not helping push Freedom as a production company. He consistently failed to support any and all ideas or proposals related to or involving Freedom, and was only willing to focus on projects that involved Defendant Williams as an actor and not a producer. Defendant then instructed Plaintiff to disengage Goldman as manager to Defendant Williams and Freedom.
27. On or about October 2012, Plaintiff and Defendant Williams agreed to hire Keith Estabrook to replace Goldman as Defendants' manager. Thereafter until January 2014, Estabrook acted as Defendant Williams' and Freedom's manager.

28. On May 20, 2013, Defendant Goldman sent Plaintiff an email correspondence explicitly stating "I really miss working with you guys," referring to Plaintiff, Defendant Williams, and Freedom.
29. On or about January, 2014 Plaintiff and Defendant Williams agreed to re-hire Goldman as Defendant Williams' manager. At that time Goldman had left The Collective Talent Agency and had joined a new entity, Silver Lining Entertainment as a partner.
30. On February 3, 2012 in an email to Plaintiff, Blau requested an invoice from Plaintiff and stated that a "check [was] in the mail" to compensate Plaintiff for his services to Defendant Williams and Freedom.
31. On May 20, 2013 an email correspondence between Plaintiff and Goldman acknowledges a working relationship between Plaintiff, Goldman, and Defendant Williams and specifically references the project "The Wire: The Musical."
32. On or about 2014, Brad Slater ("Slater") from William Morris Agency was hired as an additional agent to Defendant Williams. Goldman introduced Plaintiff and Defendant Williams to Slater.
33. Since 2010, pursuant to Plaintiff's duties under the Agreement and partnership, Plaintiff helped procure deals on Defendant Williams' behalf including but not limited to the following projects: "Kill the Messenger," "Bessie," "Madame CJ Walker," "Snitch," "Robocop," "The Gambler," "Inherent Vice," "12 Years a Slave," "The Purge II," and "The Wire: The Musical." Plaintiff has been assured on multiple occasions by Defendants Williams and Blau that Plaintiff would be compensated for the services he provided with respect to these projects.

34. From November 2012 through March 2013 Plaintiff was instrumental in Defendant Williams association with the “Kill the Messenger” film project.

35. There are several video clips circulating the internet that show Defendant Williams admitting that Plaintiff was instrumental in advancing Defendant Williams’ knowledge of the subject matter of the “Kill The Messenger” project and, more importantly, facilitating the introduction of Defendant Williams and Rick Ross, upon whom Defendant Williams’ character in said project is based. Two of these videos may be accessed at the following Internet web locations:

<http://www.bet.com/video/106andpark/106guestwind/michael-k-williams-106-and-park-3522.html> [at 6:30], and <https://youtu.be/b5-i962V0nM> [at 2:10].

36. Upon information and belief, since 2010, Freedome and Defendant Williams have earned approximately two million, five hundred thousand dollars (\$2,500,000) as a result of the Plaintiff’s efforts on behalf of Defendant Williams and Freedome.

37. Since 2010, several emails and various other correspondence and files document the working relationship between Plaintiff, Defendant, Goldman, Morse, Blau, and Freedome.

38. On November 11, 2011, Defendant Williams contacted Plaintiff via email and instructed him have a pitch packet and synopsis put together for a project proposal they were submitting to Steve Levinson on behalf of Defendant and Freedome.

39. On or about November 14 through 15 of 2011, Plaintiff was included on an email correspondence chain, including attorney Elsa Ramos and others, discussing a project

Plaintiff and Defendant Williams were developing for the Weinstein Company film studio.

40. On January 20, 2012, Plaintiff received an email correspondence which included Goldman and Defendant Williams in which Goldman provided Plaintiff and Defendant Williams with their business meeting schedule for Tuesday, January 31, 2012, which included business meetings with John Sacchi, Vice President of Lionsgate Entertainment Company and Joseph Middleton, Vice President of Paramount Film Company.
41. January 31, 2012, Plaintiff received an email correspondence from Tiffany Boyle on behalf of attorney Elsa Ramos, which included Defendant Williams, with a pitch packet and script for the project “Madam CJ Walker” electronically attached. The email also references a business meeting that took place between Plaintiff and Defendant Williams and Lionsgate film company that same day.
42. On February 1, 2012, Plaintiff received an email correspondence which included Goldman and Defendant Williams in which Goldman provided Plaintiff and Defendant Williams with their schedule for Thursday, February 2, 2012, which included a shoot for the “Funny or Die” project and a meeting with Allyson Seeger, Vice President of Mark Gordon film and television company. Likewise, on February 2, 2012, Plaintiff received an email correspondence which included defendants Goldman and Williams in which Goldman provided Plaintiff and Defendant Williams with their meeting schedule for Friday, February 3, 2012, which included a meeting with Julie Hutchinson, Vice President of Universal film company.

43. On or about April through May 2012, Plaintiff, Defendant Williams, attorney Elsa Ramos, and Martin Morse were included on a lengthy email correspondence which discusses a “conflict waiver form” for Defendant Williams to sign with respect to his role in the film project “Snow on the Bluff.”
44. Between April 30, 2012 and June 4, 2012, in an email correspondence chain including Plaintiff, Defendant Williams, Goldman and members of the entity Electric City Entertainment Tiffany Boyle, Mark Tuohy, and Jack Hart, Plaintiff is introduced as Defendant's "business associate." The email chain also references Freedom and a potential development deal between the two entities.
45. Between April 30, 2012 and May 5, 2012, in an email correspondence chain including Plaintiff, Defendant Williams, Goldman and members of the entity Electric City Entertainment Tiffany Boyle and Mark Tuohy and attorney Elsa Ramos, Plaintiff is again referred to as Defendant's "business associate." Plaintiff also attempted to schedule a meeting on Defendant's behalf in said email chain.
46. On June 5, 2012, Plaintiff received an email from Mike Farrah on behalf of the “Funny or Die” project in which Farrah refers to Plaintiff as a “great partner” on the “Funny or Die” project.
47. Between December 6 through December 10 of 2012, Ceji Bourgeois on behalf of “Rush Hour” producer Arthur Sarkissian contacted Plaintiff via email several times in an attempt to schedule a meeting with Plaintiff to discuss a project involving Defendant Williams.

48. On February 25, 2014, DeAnna Zankich on behalf of the law firm Hansen, Jacobson, Teller, Hoberman, Newman, Warren, Richman, Rush & Kaller, L.L.P. contacted Plaintiff via email to schedule a meeting with Plaintiff, Defendant Williams, and Zola Mashariki. Many members of the television and film industry still currently regard Plaintiff as Defendant Williams' business associate.
49. On February 29, 2016, Tiffany Boyle from the Law Firm of Elsa Ramos sent Plaintiff an email correspondence stating "I wanted to reach out as we represent a client with a project we thoughts would be a good fit for your company and Michael K. Williams to be a part of called TEARS OF KONY, which is inspired by the raids Kony has had in Africa over the years. It is a clean script. I have attached a synopsis for review and can send you a script if interested. Please let me know if you have any questions."
50. On August 1, 2016, Plaintiff received an email from Betsy Koch, the Executive Producer of the project "Funny or Die" stating "i binged ALL of 'The Night Of yesterday. jesus that show is phenomenal and so is MKW - as per usual just wanted to give you two a shout out. hope you're well!"
51. As recently as September 2016, Jae Cho reached out via email to Plaintiff on behalf of Arthur Sarkissian, the producer of the film "Rush Hour," and Peak Time Entertainment Limited about setting up a meeting with Defendant Williams and Plaintiff.
52. On multiple occasions since 2010, Blau executed deals procured by Plaintiff on Defendant Williams' behalf, for various projects, including but not limited to: "Kill the Messenger," "Bessie," "Madame CJ Walker," "Snitch," "Robocop," "The Gambler," "Inherent Vice," "12 Years a Slave," "The Purge II," and "The Wire: The Musical."

53. On multiple occasions since 2010, Defendant Williams asked Plaintiff to defer Plaintiff's compensation to which he was entitled under the Agreement, partnership, and joint venture, promising to compensate Plaintiff for the his time and for the multiple projects he had procured on behalf of Defendant Williams at a later date.
54. To date, despite providing services to Defendant Williams and Freedom for over four years, Plaintiff has only been compensated approximately three thousand dollars (\$3,000.00) for his services rendered pursuant to the Agreement, partnership, and joint venture.
55. Defendants Williams and Blau, have failed to compensate Plaintiff for his services rendered under the partnership, joint venture, and Agreement and have usurped virtually all revenue earned pursuant to Plaintiff's efforts for themselves.
56. Since 2013, Defendant Josh Blau has continued to tortiously interfere with Plaintiff's business relationship with Defendant Williams and Freedom. Specifically, he has failed to compensate Plaintiff even when instructed to do so by Defendant Williams.
57. On or about November 13, 2014, Plaintiff sent an email to Defendant Josh Blau, severing his business relationship with Defendant and Freedom due to a breach of contract and failure to compensate him for his services under the Agreement, partnership, and joint venture. Plaintiff also called Blau to demand payment. Blau acknowledged that the debts were owed but alleged that he was unable to issue any payments to Plaintiff without Defendant Williams' approval.
58. On or about August 2016, Defendant Williams' sister Michelle contacted Plaintiff via telephone and acknowledged this dispute. She attempted to broker a settlement of this

dispute between Plaintiff and Defendant Williams. She indicated to Plaintiff that Defendant Williams was prepared to resolve the dispute and desired to speak with Plaintiff. At her request, Plaintiff made several attempts to contact Defendant Williams with no success.

59. It is clear that to this day, Plaintiff continues to be known in the television and film industry as being a business associate of Defendant Williams. As recently as January 11, 2017, Betsy Koch, a film producer from Gary Sanchez Productions, emailed Plaintiff stating, "How are you doing over there? Are you and MKW [Defendant Williams] still making fun tv/film dreams come true?"

FIRST CAUSE OF ACTION
Implied Contract

59. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

60. Based upon the facts alleged above, it is clear that an implied contract existed between Plaintiff and Defendants.

61. Plaintiff performed services for Defendants, including but not limited to procuring business opportunities for Defendants, procuring acting roles and creative projects for Defendant Williams, and building a management team for Freedom.

62. Defendants accepted these services that had been performed by Plaintiff.

63. Defendants' acceptance of said services gave rise to the inference of an implied contract with Plaintiff, under which the Defendants were obligated to pay Plaintiff for the reasonable value of the services he provided.

64. To date, Defendants have only paid Plaintiff a mere \$3,000, a miniscule portion of the reasonable value of the services that Plaintiff provided.
65. Thus Defendants breached the implied contract with Plaintiff by failing to provide reasonable compensation to Plaintiff.
66. As a result, Plaintiff has been damaged by Defendants' failure to uphold their obligations under the implied contract.
67. By reason of such failure by Defendants, Plaintiff has been injured in a sum to be determined at trial but in no event less than \$450,000.00, together with interest thereon, for which sum Defendants are liable to Plaintiff.

SECOND CAUSE OF ACTION
Unjust Enrichment

68. Plaintiff rellages and incorporates by reference all allegations in all preceding paragraphs.
69. The Defendants, have, by reason of their foregoing conduct, profited and enriched themselves unjustly at the expense and to the detriment of the Plaintiff.
70. Plaintiff provided hundreds of hours of services to Defendants, including the procurement of business opportunities, developing corporate strategy, along with the paramount objective of the company, which was project selection for Defendant Williams.
71. In exchange for Plaintiff's services, Defendants promised Plaintiff that he would be compensated for such services.

72. Despite these promises, Defendants have never compensated Plaintiff (aside from a mere \$3,000 paid for one project directly by the producer) for hundreds of hours of services that were crucial to developing and sustaining the company.
73. Defendants benefitted from Plaintiff's services, and still enjoy those benefits today as Freedom and Defendant Williams' success was built off of Plaintiff's efforts to procure projects and develop the company.
74. As such, Defendants have both a legal and equitable obligation to account for the benefits provided by Plaintiff.
75. Defendants have been unjustly enriched by Plaintiff's services without compensating Plaintiff.
76. By reason of such unjust enrichment, Plaintiff has been injured in a sum to be determined at trial but in no event less than \$450,000.00, together with interest thereon, for which sum Defendants are liable to Plaintiff.

THIRD CAUSE OF ACTION
Promissory Estoppel

77. Plaintiff rellages and incorporates by reference all allegations in all preceding paragraphs.
78. As stated above, in exchange for Plaintiff's services, Defendant Williams promised to compensate plaintiff with a twenty percent (20%) share of the revenues earned by Defendant Freedom and Defendant Willaims pursuant to their Agreement.
79. In reliance upon this promise, Plaintiff resigned from his employment with the Los Angeles City Council and began to work exclusively defendant's business partner and

agent on or about September 30, 2010.

80. Thus, Plaintiff's reliance on Defendants' promise was both reasonable and foreseeable.

81. As a result, Plaintiffs have been damaged by Defendants' failure to uphold their promises.

82. By reason of such failure by Defendants, Plaintiff has been injured in a sum to be determined at trial but in no event less than \$450,000.00, together with interest thereon, for which sum Defendants are liable to Plaintiff.

**FOURTH CAUSE OF ACTION
Work, Labor and Services (Quantum Meruit)**

83. Plaintiff, realleges and incorporates by reference all allegations in all preceding paragraphs.

84. As stated above, Plaintiff performed services for Defendants, including but not limited to procuring business opportunities for Defendants, procuring acting roles and creative projects for Defendant Williams, and building a management team for Freedom.

85. Plaintiff performed the above services in good faith, and Defendant accepted Plaintiff's services.

86. Furthermore, based upon Defendant Williams' numerous promises to Plaintiff promising payment, Plaintiff clearly had an expectation of compensation.

87. As a result, Plaintiff has been damaged by Defendants' failure to compensate Plaintiff for the reasonable value of his services.

88. By reason of such damage, Plaintiff has been injured in a sum to be determined at trial but in no event less than \$450,000.00, together with interest thereon, for which sum Defendants are liable to Plaintiff.

FIFTH CAUSE OF ACTION
Accounting

89. Plaintiff, realleges and incorporates by reference all allegations in all preceding paragraphs.

90. Plaintiff is entitled to an accounting to examine the partners' individual accounts to make sure that each has been allocated his fair share of partnership distributions.

91. As stated above, Defendant Williams and Plaintiff agreed to become partners in Freedom.

92. Based upon partnership law, the agreement by Defendant Williams and Plaintiff to become partners conferred fiduciary status between Defendant Williams and Plaintiff.

93. Therefore, Defendant Williams and Plaintiff had a confidential or fiduciary relationship.

94. Defendants were entrusted with a duty to account for the money earned by Defendant Freedom.

95. As stated above, Plaintiff was not compensated for the hundreds of hours of services that he provided to Freedom.

96. No adequate remedy at law exists for this claim.

97. Based upon the above, Plaintiff is entitled to an equitable accounting to make sure that each partner in Freedom has been allocated his fair share of partnership distributions.

SIXTH CAUSE OF ACTION
Money Had and Received

98. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.
99. As stated above, Plaintiff performed services for Defendants, including but not limited to procuring business opportunities for Defendants, procuring acting roles and creative projects for Defendant Williams, and building a management team for Freedom.
100. As a result of the above-referenced business opportunities, acting roles and other creative projects, Defendants earned revenue and income, a portion of which rightfully belonged to Plaintiff.
101. Upon information and belief, Defendants earned in excess of two million, five hundred thousand dollars (\$2,500,000.00), of which \$450,000 rightfully belonged to Plaintiff.
102. Defendants benefitted from receipt of said monies, and further benefitted from their failure to compensate Plaintiff. Upon information and belief, the monies owed to Plaintiff were funneled to Defendant Williams or retained by Freedom.
103. Based upon the services that Plaintiff provided to Defendants which directly led to earnings in excess of \$2,500,000.00, without any compensation to Plaintiff in return, equity and good conscience dictate that the money should not be kept by Defendants.
104. Based upon the above, equity and good conscience dictate that Plaintiff should receive monies received by Defendants in a sum to be determined at trial but in no

event less than \$450,000.00, together with interest thereon, for which sum Defendants are liable to Plaintiff.

SEVENTH CAUSE OF ACTION
Conversion

105. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.
106. As stated above, Plaintiff performed services for Defendants, including but not limited to procuring business opportunities for Defendants, procuring acting roles and creative projects for Defendant Williams, and building a management team for Freedom.
107. As a result of the above-referenced business opportunities, acting roles and other creative projects, Defendants earned revenue and income, a portion of which rightfully belonged to Plaintiff.
108. Upon information and belief, Defendants earned in excess of two million, five hundred thousand dollars (\$2,500,000.00), of which \$450,000 rightfully belonged to Plaintiff.
109. Plaintiff, therefore, had an immediate superior right of possession to the above-mentioned sum of \$450,000.00.
110. Defendants failed to compensate Plaintiff, and exercised unauthorized dominion and control over the above-mentioned sum of \$450,000.00, to the exclusion of Plaintiff's rights.

111. As a result, Plaintiff has been damaged by Defendants' exercise of unauthorized dominion of said funds.

112. By reason of such damage, Plaintiff has been injured in a sum to be determined at trial but in no event less than \$450,000.00, together with interest thereon, for which sum Defendants are liable to Plaintiff.

EIGHTH CAUSE OF ACTION
Breach of Fiduciary Duties

113. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

114. As stated above, Plaintiff and Defendant Williams agreed to enter into a partnership in Freedome.

115. As partners, Plaintiff and Defendant Williams a fiduciary relationship to one another, with resulting fiduciary duties.

116. Among these fiduciary duties, Defendant Williams owed Plaintiff the duties of care, good faith, and loyalty, as well as the obligations to exercise good business judgment, to act in the best interest of the company, and to put the interests of the company before his own interests.

117. Defendant Williams breached his fiduciary duties by refusing to compensate Plaintiff, choosing his own financial interest over those of his partners, and denying Plaintiff monies that were rightfully owed to Plaintiff.

118. As a result, Plaintiff has been damaged by Defendant's breach of his fiduciary duties.

119. Plaintiff is entitled to judgment against Defendants in a sum to be determined at trial but in no event less than \$450,000.00, together with interest thereon, for which sum Defendants are liable to Plaintiff.

**NINTH CAUSE OF ACTION
Tortious Interference (as against Defendant Blau)**

120. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

121. As stated above, Defendant Blau was responsible for all of Freedom's financial disbursements.

122. Defendant Blau and Defendant Williams, on multiple occasions, have assured Plaintiff that Plaintiff would be compensated for his services.

123. Clearly, Defendant Blau was aware of the agreement between Plaintiff and Defendant Williams.

124. As stated above, Defendant Williams has assured Plaintiff that Defendant Blau would make payments to Plaintiff (with no payments having been received), and Defendant Blau has failed to compensate Plaintiff despite being instructed to do so by Defendant Williams.

125. Based upon the above, Defendant Blau has induced Defendant Williams to break the agreement between Plaintiff and Defendant Williams. There is no reasonable or justifiable excuse for Defendant Blau to have interfered with said agreement.

126. As a result, Plaintiff has been damaged by Defendant's interference.

127. Plaintiff is entitled to judgment against Defendant Blau in a sum to be determined at trial but in no event less than \$450,000.00, together with interest thereon, for which sum Defendant Blau is liable to Plaintiff.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, respectfully requests that this Court grant the following relief:

- A. As to the first cause of action, damages in an amount to be determined at trial but in no event less than \$450,000.00, together with interest thereon;
- B. As to the second cause of action, damages in an amount to be determined at trial but in no event less than \$450,000.00, together with interest thereon;
- C. As to the third cause of action, damages in an amount to be determined at trial but in no event less than \$450,000.00, together with interest thereon;
- D. As to the fourth cause of action, damages in an amount to be determined at trial but in no event less than \$450,000.00, together with interest thereon;
- E. As to the fifth cause of action, an equitable accounting to make sure that each partner in Freedom has been allocated his fair share of partnership distributions;
- F. As to the sixth cause of action, monies received in an amount to be determined at trial but in no event less than \$450,000.00, together with interest thereon;
- G. As to the seventh cause of action, damages in an amount to be determined at trial but in no event less than \$450,000.00, together with interest thereon;
- H. As to the eighth cause of action, damages in an amount to be determined at trial but in no event less than \$450,000.00, together with interest thereon;

- I. As to the ninth cause of action, damages in an amount to be determined at trial but in no event less than \$450,000.00, together with interest thereon; and
- J. Reasonable attorneys' fees and costs of the action;

Dated: September 21, 2017
New York, NY

Respectfully submitted,

/s Gregg Pinto

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