

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

-----X
DAVIDOFF HUTCHER & CITRON LLP,

Plaintiff,

- against -

STEPHEN K. BANNON,

Defendant.
-----X

SUMMONS

Plaintiff designates New
York County as the place of trial.

The basis of venue is residence
in New York County.

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 plaintiff's attorney(s) 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 17, 2023

DAVIDOFF HUTCHER & CITRON LLP

By: Joseph N. Polito
Joseph N. Polito

605 Third Avenue
New York, New York 10158
(212) 557-7200
Attorneys for Plaintiff

TO: Stephen K. Bannon
210 A Street NE
Washington, D.C. 20002

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COMPLAINT

Index No.

Plaintiff Davidoff Hutcher & Citron LLP (“DHC,” or “Plaintiff”), as and for its complaint against defendant Stephen K. Bannon (“Defendant”), alleges as follows:

Preliminary Statement

1. This action simply seeks payment of an outstanding bill for legal services rendered in the amount of \$480,487.87, in addition to scheduling a hearing on the reasonable attorneys’ fees DHC is contractually entitled to as the prevailing party in this litigation.

2. From on or about November 2020 through on or about November 2022, DHC provided legal services on behalf of the Defendant regarding several matters that included, but not limited to, a federal action captioned, United States v. Stephen Bannon, 20 Cr. 412 (AT) (S.D.N.Y.) which was dismissed against Defendant subsequent to a presidential pardon of him that was secured through the aid of DHC, represented Defendant with regards to a subpoena issued by the U.S. House Select Committee to Investigate the January 6th Attack on the United States Capitol (“Subpoena”), subsequently represented Defendant in response to a criminal contempt proceeding captioned, United States v. Stephen K. Bannon, 21Cr. 670 (CJN) (D.D.C.) regarding that Subpoena, and represented Defendant in a case brought by the former Manhattan

District Attorney Cyrus Vance, captioned In the Matter of the Application of Cyrus R. Vance, Jr. (collectively the “Legal Services”).

3. During the course of DHC’s representation of Defendant, DHC’s bills for fees and expenses totaled \$855,487.87. Defendant paid only \$375,000.00 of the total bill leaving a total of \$480,487.87 outstanding.

Parties

4. Plaintiff, Davidoff Hutcher & Citron LLP, is a limited liability partnership duly organized and existing under the laws of the State of New York, with its principal place of business at 605 Third Avenue, 34th Floor, New York, New York 10158.

5. Defendant Stephen K. Bannon is an individual who upon information and belief resides at 210 A Street NE, Washington, D.C. 20002.

Jurisdiction and Venue

6. The Court has jurisdiction over Defendant pursuant to CPLR 301 and/or CPLR 302(a)(1). Furthermore, jurisdiction in New York was contractually agreed to in the retainer agreement.

7. Venue is proper in New York County pursuant to CPLR 503 because Plaintiff resides in the County of New York.

Facts

8. Defendant retained DHC on or about December 10, 2020, when Defendant executed a retainer agreement with DHC (the “Retainer Agreement”).

9. While DHC was retained, DHC performed various legal services for Defendant in a competent and professional manner.

10. By the terms of the Retainer Agreement, Defendant agreed: (i) to pay DHC its legal fees for legal services rendered in connection with the retention, in the amount of DHC's customary hourly rate for such legal services; (ii) to reimburse DHC for the expenses it incurred in connection with providing such legal services; and (iii) to pay DHC's statements for legal fees and expenses in full upon receipt thereof.

11. Between on or about November 2020 through on or about November 2022, at the request of Defendant, DHC performed legal services for Defendant as his attorneys for a fee based upon DHC's time, and by like request, advanced and laid out various sums of money for Defendant's account and benefit for a total amount due of \$855,487.87.

12. Defendant agreed to pay DHC all of its fees and disbursements totaling \$855,487.87.

13. DHC performed such legal services for Defendant in a professional and competent manner.

14. DHC issued invoices to Defendant on a regular basis.

15. Defendant received all invoices.

16. Defendant never raised any objection regarding the correctness of the invoices.

17. Defendant paid only a portion of DHC's fees and disbursements, paying \$375,000.00.

18. In breach of the Retainer Agreement, Defendant failed to pay the balance of \$480,487.87 of the total amount owed, although duly demanded.

19. Defendant does not have a right to arbitrate under Part 137 Rules because the amount owed exceeds \$50,000.

**AS FOR A FIRST CAUSE OF ACTION
(BREACH OF CONTRACT)**

20. Plaintiff repeats and realleges each and every foregoing allegation as if set forth in full herein.

21. The Retainer Agreement is a valid and enforceable agreement.

22. From approximately between November 2020 to November 2022, DHC performed certain legal services for Defendant, at his request, for a fee based upon DHC's time, and by like request, advanced and laid out various sums of money for Defendant in the amount of \$855,487.87.

23. Defendant agreed to pay DHC all of its fees and disbursements pursuant to the Retainer Agreement.

24. In breach of the Retainer Agreement, Defendant has failed to pay \$480,487.87 of the total amount owed to DHC.

25. By reason of the foregoing, DHC is entitled to recover damages against Defendant in the amount of \$480,487.87 together with interest thereon accrued and accruing.

26. Furthermore, the Retainer Agreement provides that in the event DHC commences a legal proceeding in order to recover its legal fees and disbursements, DHC shall be awarded its reasonable fees and attorneys' costs.

27. As such, DHC requests a hearing as to the amount of reasonable attorneys' fees it should recover from Defendant as the prevailing party in this litigation.

**AS AND FOR A SECOND CAUSE OF ACTION
(ACCOUNT STATED)**

28. Plaintiff repeats and realleges each and every foregoing allegation as if set forth in full herein.

29. Plaintiff provided legal services to Defendant, who was billed for those services by Plaintiff.

30. Defendant received Plaintiff's invoices without objection.

31. Defendant also made partial payments towards the outstanding legal fees.

32. As a result of the foregoing, accounts were stated between Plaintiff and Defendant.

33. Defendant has failed to pay the accounts stated in full, leaving an outstanding balance of \$480,487.87.

34. Furthermore, the Retainer Agreement provides that in the event DHC commences a legal proceeding in order to recover its legal fees and disbursements, DHC shall be awarded its reasonable fees and attorneys' costs.

35. As such, DHC requests a hearing as to the amount of reasonable attorneys' fees it should recover from Defendant as the prevailing party in this litigation.

36. By reason of the foregoing, Plaintiff is entitled to damages in the amount of \$480,487.87 together with interest thereon accrued and accruing.

**AS AND FOR A THIRD CAUSE OF ACTION
(QUANTUM MERUIT)**

37. Plaintiff repeats and realleges each and every foregoing allegation as if set forth in full herein.

38. Between approximately November 2020 through on or about November 2022, DHC performed legal services for Defendant, at his request, and, in connection therewith, DHC advanced monies for disbursements, also at Defendant's request, in the total amount of \$855,487.87.

39. Defendant received the benefit of the legal services and disbursements heretofore mentioned but has failed to pay \$480,487.87 of the total amount noted above.

40. By reason of the foregoing, there is now due and owing from Defendant to DHC the sum of \$480,487.87 for the unpaid value of services and disbursements, together with interest thereon accrued and accruing.

WHEREFORE, Davidoff Hutcher & Citron LLP demands judgment against defendant Stephen K. Bannon in the amount of \$480,487.87, together with interest thereon accrued and accruing, in addition to scheduling a hearing to determine the amount of attorneys' fees Plaintiff is entitled to recover as the prevailing party, together with an award for the costs and disbursements of this action, in addition to any further relief the Court deems just and proper.

Dated: New York, New York
February 17, 2023

DAVIDOFF HUTCHER & CITRON LLP

By: *Joseph N. Polito*
Joseph N. Polito
605 Third Avenue
New York, New York 10158
(212) 557-7200
Attorneys for Plaintiff