

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

===== X **Index No.**
MAMMOTH ENTERTAINMENT, INC.,

Plaintiff,

-against-

GLOBAL POVERTY PROJECT, INC.
d/b/a GLOBAL CITIZEN,

Defendant.
===== X

SUMMONS

PLAINTIFF

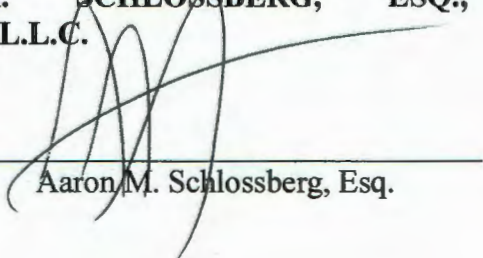
DEMANDS JURY TRIAL

TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned to respond to the Verified Complaint of the plaintiff MAMMOTH ENTERTAINMENT, INC, a copy of which is hereby served upon you, and to serve copies of your response upon the undersigned, The Law Office of Aaron M. Schlossberg, Esq., P.L.L.C., 275 Madison Avenue, 14th Floor, New York, New York 10016, attorneys for plaintiff, within twenty (20) days after service of this Summons and Verified Complaint, exclusive of the day of service, or within thirty (30) days after completion of service where service is made in any manner other than by personal delivery within the state. In case of your default in responding to the Verified Complaint of the plaintiff, a judgment will be taken against you by default for the relief demanded in the Verified Complaint.

Dated: September 21, 2017
New York, New York

**THE LAW OFFICE OF AARON
M. SCHLOSSBERG, ESQ.,
P.L.L.C.**



Aaron M. Schlossberg, Esq.

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ENTERTAINMENT, INC.*
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FIRM File No.: 15059-015

TO:
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GLOBAL POVERTY PROJECT, INC
c/o New York Secretary of State
Rebecca Stubbs
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New York, New York, 10020

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

===== X
MAMMOTH ENTERTAINMENT, INC.,

Index No.

Plaintiff,

-against-

VERIFIED COMPLAINT

GLOBAL POVERTY PROJECT, INC.
d/b/a GLOBAL CITIZEN,

Defendant.

===== X

Plaintiff **MAMMOTH ENTERTAINMENT, INC.**, by its attorneys, **THE LAW OFFICE OF AARON M. SCHLOSSBERG, ESQ., P.L.L.C.**, complaining of the above-named defendant, alleges as follows:

THE PARTIES

1. Plaintiff MAMMOTH ENTERTAINMENT, INC. (“Mammoth”) is, and at all relevant times has been, a foreign corporation authorized to business in the State of New York, with its principal place of business located at 130 7th Avenue, Suite 104, New York, New York 10011.

2. At all relevant times, Mammoth has been a production company that produces and oversees the production of feature length films and other projects in the entertainment industry.

3. At all relevant times, Mr. Todd Courtney has been the chief executive officer and chairman of Mammoth.

4. Upon information and belief, defendant GLOBAL POVERTY PROJECT, INC. d/b/a GLOBAL CITIZEN (“GC”) is, and at all relevant times has been, a domestic not-for-profit corporation located at 594 Broadway, Suite 207, New York 10012.

5. Upon information and belief, GC hosts the Global Citizen music festival, an annual music festival that takes place in New York City.

6. Upon information and belief, in 2016, the Global Citizen music festival was also hosted in Mumbai, India.

FACTUAL BACKGROUND

7. Following the 2016 Global Citizen concerts, a representative from GC approached Mammoth and informed it that GC possessed video footage recorded in connection with the New York City concert and the Mumbai concert.

8. GC desired to compose the video footage into several short form documentaries (the “short form content”) but did not have the ability or the resources to produce and then distribute the short form content.

9. As a production company with many years in the entertainment and a vast network of business partners and associates, Mammoth conceived and developed a contractual arrangement whereby Mammoth enlisted Complex Media Inc., Verizon Inc. and Hearst Media Inc. (collectively referred to herein as “Verizon”) to fund the production of the short form content in addition to one long form documentary (the “long form content”) and then distribute and exploit the short form and long form content on Verizon’s multiple distribution channels.

10. Accordingly, on or about June 20, 2016, Mammoth and Verizon executed a contract, whereby Verizon engaged Mammoth to produce and submit the short form content to Verizon in exchange for a fee of one thousand dollars (\$1,000.00) per month of exclusivity per each piece of short form content (the “Verizon Agreement”). A copy of the Verizon Agreement is annexed hereto as *Exhibit “A.”*

11. Thereafter, on or about October 26, 2016, Mammoth and GC executed a valid and enforceable contract (the “Agreement”), whereby GC committed to exclusively engage Mammoth to submit to Verizon certain short form and long form content in exchange for Mammoth’s fee, Mammoth’s editorial rights in the short form and long form content, Mammoth’s intellectual property rights in the content and Mammoth’s credits appearing on single card in first position. A copy of the fully executed Agreement is annexed hereto as *Exhibit “B.”*

12. These contracts were “evergreen” and renewed each year for every subsequent Global Citizen music festival.

13. The parties to these contracts are sophisticated business entities with extensive experience in and knowledge of the entertainment industry.

14. Mammoth and GC engaged in extensive negotiations regarding the terms of the Agreement to structure a deal that was beneficial for and acceptable to all parties before agreeing to the terms set forth in the Agreement.

15. Accordingly, the parties intended to include the terms, and only those terms, specifically laid out in the Agreement.

16. Neither party owes obligations or is entitled to rights that are intentionally excluded from the Agreement through the careful, deliberate and prolonged negotiations between GC and Mammoth.

17. Pursuant to the Term section of the Agreement, the Agreement “shall commence upon execution of this Agreement and shall automatically terminate two (2) years following delivery by GC of the Short Form Content (“Term”), unless renewed in writing by both parties within thirty (30) days of termination anniversary.” *See Exhibit “B.”*

18. Despite the fact that the parties had multiple opportunities to address termination of the Agreement and to include a termination provision, if they so intended, the Agreement did not include a right to terminate the Agreement or to alter it in any way. *Id.*

19. Pursuant to the Agreement, the two, and only two, obligations: to secure “financing and distribution of the Short Form Content and/or Long-Form Content.” *Id.*

20. As has already been established, there were plenty of opportunities to address any conditions the parties wished to place on the financing Mammoth was required to secure and the parties ultimately decided not to place any conditions on financing.

21. As such, it is clear that the parties did not intend to include any conditions on the financing Mammoth was required to secure.

22. Mammoth satisfied both of its obligations and notified GC that its obligations pursuant to the Agreement had been satisfied. Annexed hereto as *Exhibit “C”* is a copy of an email chain between Mammoth and several GC representatives.

23. As has already been established, Mammoth and Verizon executed the Verizon Agreement on or about June 20, 2016 whereby Mammoth was obligated to submit to Verizon the short form content to Verizon for exploitation and distribution in accordance with the terms of the Verizon Agreement. *See Exhibit “A.”*

24. In addition, Mammoth had secured Verizon’s agreement to providing the funding for the production of the long form content.

25. Per contract, Verizon was to pay to GC \$264,700.00 for the New York City long form content and the New York City short form content in addition to \$269,400.00 for the India long form content and India short form content. Annexed hereto as *Exhibit “D”* is a copy of the draft contract.

26. Indeed, as early as September 19, 2016, Mammoth informed Brain Mencher, Legal Advisor to the Global Poverty Project, that the distributor he had approved the short form content.

See Exhibit "C."

27. Not once did GC object to Mammoth securing Verizon to finance the project despite countless opportunities to do so over a period of many months. *See Exhibit "C."*

28. In fact, GC represented in its email communications with Mammoth that it was satisfied with Mammoth's performance and was ready to move forward with the project. *See Exhibit "C."*

29. GC acknowledged that Mammoth had satisfied its obligations pursuant to the Agreement and responded by assuring Mammoth, on multiple occasions, that GC's satisfaction of its obligations pursuant to the Agreement were imminent. *See Exhibit "C."*

30. However, as the months progressed, GC began to invent issues and concerns with the Agreement, which GC had failed to raise in the past, in an attempt to stall and avoid its performance of its obligations pursuant to the Agreement while improperly reaping the benefits thereof. *See Exhibit "C."*

31. GC had no right to use the financing that Mammoth secured as a basis for their bad faith attempts to delay their performance of their obligations pursuant to the Agreement or to attempt to change the terms of the Agreement.

32. Thereafter, after months of assuring Mammoth that GC was very close to fulfilling its end of the bargain, and causing Mammoth to engage in extensive negotiations with Verizon in an attempt to alter the terms of its contractual arrangements with Verizon to terms more satisfactory to GC, to Mammoth's detriment, GC suddenly, without any reason or justification began to delay the performance of its own obligations. *Id.*

33. GC found multiple, unreasonable objections to the contractual arrangement Mammoth was negotiating with Verizon and attempted to change the terms of the Agreement, after Mammoth had already satisfied all of its obligations pursuant to the Agreement. *Id.*

34. As has already been established, nothing in the Agreement gives GC the unilateral right to modify the Agreement. *See Exhibit "B."*

35. When Mammoth refused to alter the terms of the Agreement, GC breached the Agreement by terminating the Agreement despite the fact that it was not entitled to. *Id; Exhibit "C."*

36. Thereafter, and in breach of the Agreement, GC induced Verizon, an entity that Mammoth introduced to GC, to breach its obligations pursuant to the Verizon Agreement and to enter into a direct contractual relationship with GC under terms and encompassing the contractual arrangement that was conceived, created and developed by Mammoth.

37. Indeed, in or about January 2017, GC made it clear to Mammoth that GC had communicated directly with Verizon to exploit and distribute the short form content to the exclusion of Mammoth. *See Exhibit "C."*

38. The fact that GC acted in bad faith by negotiating directly with Verizon, in order to exclude Mammoth from a deal that Mammoth had created and structured, was not only violation of explicit terms of the Agreement, but also a violation of the implied contractual obligations of good faith and fair dealing.

39. In addition to violating the Agreement by terminating the Agreement without any justification or right to do so, GC violated multiple additional provisions of the Agreement.

40. Pursuant to the Scope of Services section of the Agreement, "GC hereby solely engages [Mammoth] during the Term to perform certain services in connection with the Short

Form Content” including, *inter alia*, “exclusively submit[ting] to [Verizon], no less than six (6) pieces of short form content.” *See Exhibit “B.”*

41. Pursuant to the Term section of the Agreement “[a]ny and all opportunities contemplated by GC and/or [Verizon] shall be conducted with the ongoing involvement of [Mammoth] with terms negotiated in good faith.” *Id.*

42. GC violated both of these provisions of the Agreement when it, *inter alia*, improperly communicated directly with Verizon in order to enter into a direct contractual relationship for the utilization, distribution and exploitation of the short form and long form content in order to deprive Mammoth of the fruits of its labor and its rights pursuant to the Agreement.

43. In addition, pursuant to the Fees, Expenses and Payment section of the Agreement,

GC shall pay to [Mammoth] ten percent (10%) of any gross production budget, sponsorship fee, marketing fee, license fee or ownership revenue per each piece of Green Lit Content for [Verizon] within three (3) banking days of the closing and procurement of any sum

Id.

44. GC further breached its obligations pursuant to the Agreement by refusing to pay Mammoth its fee as GC is obligated to do.

45. Indeed, Mammoth recently received an email containing an account remittance invoice outlining a financial transaction wherein Complex Media Inc. (Verizon) paid \$534,100.00 to Hyde Park Entertainment. Annexed hereto as *Exhibit “E”* is a copy of the account remittance invoice.

46. Pursuant to the invoice, Mammoth was accredited as the payee of the account, however, GC changed the payee from Mammoth to Hyde Park Entertainment. *Id.*

47. As has already been established, Mammoth is entitled to its ten percent (10%) fee of the \$534,100.00 Verizon paid to GC and GC has breached its contractual obligations by refusing to pay to Mammoth the \$53,410.00 that it is entitled to.

48. Moreover, pursuant to the Intellectual Ownership Distribution section of the Agreement “GC hereby grants to [Mammoth] the worldwide, exclusive right during the Term, fully paid-up, irrevocable license to display, perform, use, distribute, offer, import, export, transmit, provide user access to, and otherwise commercialize and exploit the [short form content].” *See Exhibit “B.”*

49. GC breached its obligations by refusing to provide Mammoth with any right to exploit the short form content, let alone the exclusive right to do so, and indeed, allowed other parties to use and exploit the short form content in direct breach of its contractual obligations to Mammoth.

50. Pursuant to the Representation and Warranties section of the Agreement, “(vi) GC shall not grant any third party the right to use or exploit the Green Lit Content that violates the terms hereof; and (vii) GC shall not attempt to circumvent [Mammoth’s] relationship with [Verizon] at any time.” *See Exhibit “B.”*

51. Clearly GC breached this provision of the Agreement.

52. Pursuant to the Scope of Services section of the Agreement,

During the Term, if GC wishes to submit any short-form piece or content containing footage recorded by GC at the same time as the footage contained in Short Form Content, but not incorporated into the Short Form Content to a [Verizon] Competitor or [Mammoth] Competitor, [Mammoth] shall be notified in writing and offered the first right to license such piece of content.

Id.

53. GC breached its obligations pursuant to the Agreement by utilizing and exploiting the short form content without notifying Mammoth and without providing Mammoth with the first right to license such content.

54. In addition, pursuant to the Scope of Services section of the Agreement, Mammoth “shall be provided up to four (4) editorial notes during the production of the applicable content... Furthermore, [Mammoth] may provide GC with meaningful consultation on final cut for the Green Lit Content to be distributed.” *Id.*

55. GC breached its obligations pursuant to the Agreement by failing and refusing and continuing to refuse to provide Mammoth with the right to provide any editorial notes or consultation on the final cut of the content.

56. In addition, pursuant to the Credit section of the Agreement,

For all Green Lit Content, [Mammoth] shall be given the following credit on single card in first position, followed by [Verizon]:

“Produced by Global Citizen”

“Produced by Mammoth Entertainment”

“A Global Citizen production in partnership with Mammoth”

Id.

57. GC breached this obligation to Mammoth by distributing, utilizing and exploiting the short form content without providing Mammoth the credit that it is entitled to.

58. Indeed, a press release recently released on-line by Hyde Park Entertainment wherein Hyde Park Entertainment announced a partnership with GC to,

create impactful, socially relevant content. Their debut project, *Louder Together: A Global Citizen Documentary, From New York to Mumbai*, is a feature documentary with eight companion short films chronicling the 2016 editions of the iconic Global Citizens Festivals in New York’s Central Park and Mumbai, India

Annexed hereto as *Exhibit “F”* is a copy of the online press release.

59. This project, *Louder Together: A Global Citizen Documentary, From New York to Mumbai*, was conceived and developed by Mammoth after months of Mammoth engaging in extensive negotiations with GC and Verizon in order to shape the deal into the project announced by Hyde Park Entertainment and now GC and Verizon and additional parties are reaping the benefits of Mammoth's investment of time, money, resources and business influence to the detriment of Mammoth.

60. Moreover, in addition to the well-established New York common law obligation to engage with Mammoth in good faith, GC was contractually bound to engage and negotiate with Mammoth in good faith.

61. For example, pursuant to the Term section of the Agreement, “[a]ny and all opportunities contemplated by GC and/or [Verizon] shall be conducted with the ongoing involvement of [Mammoth] with terms to be negotiated in good faith”; pursuant to the Intellectual Ownership Distribution section of the Agreement, “terms associated with all produced or assembled derivatives of any Green Lit Content for any distribution platform shall be negotiated in good faith.” *See Exhibit “B.”*

62. GC breached its contractual duty of good faith by negotiating with Mammoth in bad faith and intentionally delaying its performance of its obligations pursuant to the Agreement, by refusing to comply with its obligations pursuant to the Agreement; by attempting to modify the Agreement after Mammoth had already performed all of its obligations pursuant to the Agreement; by terminating the Agreement without any cause or justification and when it was not entitled to do so; by negotiating directly with Verizon in an attempt to cut Mammoth out of a deal that it had structured; and by contracting with additional parties and benefitting from a deal that Mammoth crafted and negotiated.

63. Mammoth has suffered a myriad of damages as a result of GC's breach of the Agreement, breach of duties of good faith and fair dealing and additional tortious and wrongful conduct, including but not limited to, loss of business reputation; loss of business opportunities and connections; loss of publicity; loss of future profits; loss of its ten percent (10%) fee of the profits realized from the short form content; loss of Mammoth's right to its credit at the beginning of the short form content and long form content; loss of Mammoth's editorial rights to the short form content; loss of Mammoth's ownership rights to the short form and long form content; loss of the opportunity to distribute and exploit the short form and long form content; loss of the time, money and resources Mammoth devoted to negotiating with GC, Verizon and additional parties in order to generate a deal to film, produce and distribute GC's content; loss of additional benefits Mammoth was entitled to pursuant to the Agreement in addition to the benefits that Mammoth was entitled to pursuant to additional agreements that Mammoth was generating with GC and with third parties in relation to the subject matter of the Agreement; loss of business relations; and loss of goodwill.

64. As has already been established, throughout the negotiation process all parties expressed their satisfaction with the form of the Agreement and the myriad of benefits all parties would receive as a result of the Agreement and additional agreements conceived by Mammoth.

65. Accordingly, all parties expressed their desire for the Agreement to be 'evergreen' meaning that it would be renewed every year for each subsequent Global Citizen music festivals.

66. Mammoth expended significant time, money, resources and business reputation negotiating the Agreement and addition agreements in good faith and in reliance on GC's representation that Mammoth would be involved with this project and each subsequent Global Citizen music festival.

67. Mammoth has suffered, and will continue to suffer, a plethora of damages as a result of GC cutting Mammoth out of the Agreement and each subsequent agreement thereafter.

68. The Global Citizen concert will be held on September 23, 2017 in Central Park and is associated with some of the biggest names in the music industry including Rihanna, Coldplay, Jay-Z, Kendrick Lamar, Demi Lovato, Metallica, A.R. Rahman, Amitabh Bachchan, Usher, Eddie Vedder, Ellie Goulding. Hugh Jackman narrates the documentaries.

69. Mammoth's association with this prominent and well-publicized project as a production company is extremely valuable to its reputation and influence in the entertainment industry.

70. Indeed, many of Mammoth's business associates were aware that Mammoth was involved in this project and now that the promotional campaign for the Global Citizen music festival is in full swing and Mammoth's name is not associated with it, as was its right pursuant to the Agreement, many of Mammoth's business associates are questioning why Mammoth is not associated with the Global Citizen music festival.

71. Mammoth has built its professional reputation over many years, not only has Mammoth been deprived of the benefits it is entitled to pursuant to the Agreement, Mammoth has been further damaged because it is overtly not connected with the Global Citizen music festival by giving Mammoth's business partners and associates reason to question the veracity of Mammoth's statements and its ability to deliver on promises.

72. Moreover, the loss of association and future involvement with such a well-publicized project, who's existence is the result of Mammoth's expenditure of time, money, resources and business influence has caused and will continue to cause Mammoth to miss out on

a number of valuable business opportunities and connections that its involvement with the music festival would have provided, including any potential future profits related thereto.

73. GC's breach of contract has directly and proximately caused and continues to directly and proximately cause Mammoth severe damages and irreparable harm.

74. Mammoth's total losses as a result of GC's breach of contract are not readily quantifiable. Unless GC is enjoined by appropriate injunctive relief from continuing to breach its contractual obligations to Mammoth, Mammoth will suffer additional, immediate and irreparable harm for which there is no adequate remedy at law.

75. On or about August 19, 2017, Mammoth forwarded GC a Pre-Litigation Letter in a good faith attempt to resolve this dispute without having to involve the Courts, however, GC's refused to properly respond to Mammoth's attempts to settle the matter amicably, made blatant misrepresentations about the facts, facts that are supported by documentary evidence, and threatened Mammoth that if Mammoth commenced legal proceedings against GC, then GC would file counter-claims and third-party claims against Mammoth and Mr. Courtney for no other reason than the fact that Mammoth had the audacity to seek to hold GC accountable for its blatant wrongdoings. Annexed hereto as *Exhibit "G"* is a copy of the August 19, 2017 Pre-Litigation Letter together with GC's response.

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

76. Plaintiff repeats, realleges, and reiterates each and every allegation contained in Paragraphs "1" through "75" above as if each were fully set forth herein.

77. The Agreement executed by the chairman and chief executive officer of Mammoth and the managing director of GC created a valid and enforceable contractual relationship between those parties.

78. Mammoth performed all its obligations pursuant to the terms of the Agreement.

79. Pursuant to the Agreement, Mammoth had two obligations: to secure “financing and distribution of the Short Form Content and/or Long-Form Content, as the case may be and as both are defined below, in amounts and through distribution channels agreed upon herein.”

80. Mammoth fulfilled its obligations under the Agreement in good faith, by negotiating with and entering into a contract with Verizon for the exploitation and distribution of the short form content.

81. In addition, Mammoth secured funding for the deal through Verizon.

82. By securing the financing necessary for the project and entering into a contract with Verizon to distribute the short form content, Mammoth clearly and irrefutably satisfied the two, and only two, conditions precedent in the Agreement and fully performed its obligations under the contract.

83. GC breached its obligations under the Agreement when it, *inter alia*, delayed the performance of its obligations to Mammoth, refused to negotiate with Mammoth in good faith per common law and the good faith obligation term within the Agreement, attempted to renegotiate the terms of the Agreement in bad faith, and, when that failed, by terminating the Agreement before the expiration of its natural term without any justification and without any right to do so. In addition, GC failed to provide Mammoth with any editorial notes during the production of the short form content or allow Mammoth to provide any consultation of the short form content per the Agreement terms explicitly obligating it to do so; bypassed Mammoth and entered into a direct contractual relationship with Verizon to distribute the short form and long form content in violation of the Agreement terms explicitly prohibiting it from doing so; by refusing to pay Mammoth its fee per the Agreement terms explicitly obligating it to do so; by refusing to provide Mammoth

with any right to exploit the short form content, let alone the exclusive right to do so per the Agreement terms explicitly obligating it to do so, and indeed, allowed other parties to use and exploit the short form content in violation of the Agreement term prohibiting it from doing so; by utilizing and exploiting the short form content without notifying Mammoth and without providing Mammoth with the first right to license such content in violation of the Agreement terms obligating it to do so; and by distributing, utilizing and exploiting the short form content without providing Mammoth the credit that it is entitled to in violation of the Agreement terms obligating it to do so.

84. GC's breach of contract has directly and proximately caused and continues to directly and proximately cause Mammoth severe damages and irreparable harm, including but not limited to, loss of business reputation; loss of business opportunities and connections; loss of publicity; loss of future profits; loss of its ten percent (10%) fee of the profits realized from the short form content; loss of the time, money and resources Mammoth devoted to negotiating with GC, Verizon and additional parties in order to generate a deal to film, produce and distribute GC's content; loss of additional benefits Mammoth was entitled to pursuant to the Agreement in addition to the benefits that Mammoth was entitled to pursuant to additional agreements that Mammoth was conceiving with GC and with third parties in relation to the subject matter of the Agreement; loss of business relations; and loss of goodwill.

85. As a direct and proximate result of defendants' breach of the Agreement, Mammoth has been massively and significantly damaged in an amount to be determined by the Court, but not less than \$500,000.00 plus interests, costs, attorneys' fees and consequential damages.

86. GC's breach of contract was fraudulent, intentional, willful, malicious and oppressive beyond the bounds of common decency and was intended to harm Mammoth. Mammoth is therefore entitled to recover punitive damages in the amount of \$1,000,000.00.

87. In addition, GC's breach of contract has directly and proximately caused and will continue to directly and proximately cause Mammoth irreparable harm for which there is no adequate remedy at law, including, but not limited to, loss of business reputation and good will; loss of business opportunities and connections; and loss of publicity.

88. Unless GC is enjoined by appropriate injunctive relief from their breach contract, Mammoth will suffer additional, immediate and irreparable harm for which there is no adequate remedy at law.

AS AND FOR A SECOND CAUSE OF ACTION
(BREACH OF DUTIES OF GOOD FAITH AND FAIR DEALING)

89. Plaintiff repeats, realleges, and reiterates each and every allegation contained in Paragraphs "1" through "88" above as if each were fully set forth herein.

90. By virtue of the contract entered into by GC and Mammoth, GC was obligated to perform its duties and obligations in good faith and in a manner consistent with fair dealing and refrain from engaging in conduct detrimental to Mammoth.

91. GC breached its duties of good faith and fair dealing by, *inter alia*, negotiating in bad faith with Mammoth and delayed the performance of its obligations pursuant to the Agreement; attempting to compel Mammoth to agree to alter the terms of the Agreement after Mammoth had already satisfied all of its obligations pursuant to the Agreement; terminating the Agreement without any cause and justification and despite the fact that the contract did not provide for such termination; negotiating directly with Verizon in an attempt to cut Mammoth out of the deal that it had conceived and developed in order to deprive Mammoth of the fruits of its labor; inducing Verizon to breach its contractual relationship with Mammoth and entering into a direct contractual relationship with Verizon in order to deprive Mammoth of the benefits it was entitled to and which

it had earned and by depriving Mammoth of the benefits of their “evergreen” contractual relationship related to every subsequent Global Citizen concert series.

92. As a direct and proximate result of defendants’ breach of their duties of good faith and fair dealing, Mammoth has been massively and significantly damaged in an amount to be determined by the Court, but not less than \$500,000.00 plus interests, costs, attorneys’ fees and consequential damages.

93. GC’s breach of their duties of good faith and fair dealing was fraudulent, intentional, willful, malicious and oppressive beyond the bounds of common decency and was intended to harm Mammoth. Mammoth is therefore entitled to recover punitive damages in the amount of \$1,000,000.00.

94. In addition, GC’s breach of their duties of good faith and fair dealing has directly and proximately caused and will continue to directly and proximately cause Mammoth irreparable harm for which there is no adequate remedy at law, including, but not limited to, loss of business reputation and good will; loss of business opportunities and connections; and loss of publicity.

95. Unless GC is enjoined by appropriate injunctive relief from their breach of duty of good faith and fair dealing, Mammoth will suffer additional, immediate and irreparable harm for which there is no adequate remedy at law.

AS AND FOR A THIRD CAUSE OF ACTION
(TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS)

96. Mammoth repeats, realleges and reiterates each and every allegation contained in Paragraphs “1” through “95” above as if each were fully set forth herein.

97. It is beyond dispute that Mammoth had a valid and enforceable contractual relationship with Verizon.

98. At all relevant times, GC was clearly aware of Mammoth's business relationship with Verizon because Verizon was the intended distributor of the content that was the subject of the Agreement. Indeed, the Agreement itself references the contract relationship between Mammoth and Verizon.

99. Despite GC's knowledge of Mammoth's contractual relationship with Verizon, GC intentionally and maliciously and in bad faith induced Verizon to breach its contract with Mammoth and enter into a direct contractual relationship with GC in order to deprive Mammoth of the benefits of its contractual relationship with both GC and Verizon.

100. In interfering with Mammoth's contractual relationship with Verizon, GC used dishonest, fraudulent, unfair and otherwise improper means, including, *inter alia*, misappropriation of and utilization of a contractual arrangement that was conceived by Mammoth and that Mammoth spent a significant amount of time, money, resources; secret, prohibited and otherwise improper contact and communications with Verizon; and fraudulent representations to Mammoth that GC was going to execute a contract for GC to deliver the long form content to Mammoth when GC had no intent to do so.

101. Moreover, GC's intentional attempts to induce, and ultimately causing, Verizon's breach of its contract with Mammoth were undertaken to harm Mammoth; deprive Mammoth of the benefits and rights it was entitled to pursuant to the Agreement and the Verizon Agreement; and deprive Mammoth of the fruits of its investment of significant time, money, resources, and business influence.

102. GC's conduct has been and continues to be directed toward Mammoth, Verizon and additional third-parties.

103. As a result of GC's wrongful conduct, GC improperly reaped significant benefits, including, but not limited to, executing a deal with Verizon that is substantially identical to the deal that Mammoth itself generated; the benefits GC has and continues to derive from its contractual relationship with Verizon; the benefits GC has and continues to derive from its new business relationship with Verizon; and the benefits GC has and continues to derive from its contractual relationship with Mammoth.

104. As a direct and proximate result of GC's wrongful conduct, Mammoth has suffered significant damages and irreparable harm, including, but not limited to, loss of goodwill; loss of business reputation; loss of the benefits Mammoth was entitled to pursuant to the Verizon Agreement and the past and future income Mammoth was entitled to pursuant to the Verizon Agreement; loss of benefits from future deals that the parties contemplated entering into; loss of future and prospective contractual relations with Verizon, as has already been established, the President of Verizon is refusing to return Mr. Courtney's emails; and the loss of reputation that Mammoth was entitled to enjoy as a result of its association with the Global Citizen concert series and the advertising and promotional material.

105. As a direct and proximate result of GC's wrongful interference with Mammoth's contractual relations Mammoth has been significantly damaged in an amount to be determined by the Court, but not less than \$500,000.00 plus interest, costs, attorneys' fees and consequential damages.

106. GC's interference with Mammoth's contractual relations was fraudulent, intentional, willful, malicious and oppressive beyond the bounds of common decency and was intended to harm Mammoth. Mammoth is therefore entitled to recover punitive damages in the amount of \$1,000,000.00.

107. In addition, GC's interference with Mammoth's contractual relations has directly and proximately caused and will continue to directly and proximately cause Mammoth irreparable harm for which there is no adequate remedy at law, including, but not limited to, loss of business reputation and good will; loss of business opportunities and connections; and loss of publicity.

108. Unless GC is enjoined by appropriate injunctive relief from continuing to tortuously interfere with Mammoth's contractual relations, Mammoth will suffer additional, immediate and irreparable harm for which there is no adequate remedy at law.

AS AND FOR A FOURTH CAUSE OF ACTION
(TORTIOUS INTERFERENCE WITH PROSPECTIVE WITH ECONOMIC
RELATIONS)

109. Mammoth repeats, realleges and reiterates each and every allegation contained in Paragraphs "1" through "108" above as if each were fully set forth herein.

110. It is indisputable that Mammoth had a profitable business relationship with Verizon.

111. GC was clearly aware of Mammoth's business relationship with Verizon because Verizon was the intended distributor of the content that was the subject of the Agreement.

112. In addition, in reliance on GC's representations and in good faith, Mammoth repeatedly informed GC that it was on the verge of concluding a deal with Verizon in connection with the long form content and that a deal was imminent.

113. It is equally clear that, despite GC's knowledge of Mammoth's business relations with Verizon, GC interfered with this relationship intentionally, recklessly, immorally and in willful and wanton disregard for Mammoth's rights and to Mammoth's detriment.

114. In interfering with the relationship between Mammoth and Verizon, GC used dishonest, fraudulent, unfair and otherwise improper means.

115. The improper means utilized by GC, include, but are not limited to, misappropriation of and utilization of a deal that was conceived by Mammoth and that Mammoth spent a significant amount of time, money, resources and business reputation; secret, prohibited and otherwise improper contact and communications with Verizon; and misrepresentations to Mammoth that GC was going to execute a contract for GC to deliver the long form content to Mammoth when GC had no intent to do so.

116. Moreover, GC's behavior is clearly fraudulent as it conspired with Verizon to cut Mammoth out of the very contractual arrangement that Mammoth conceived, negotiated and developed as soon as Mammoth had served its purpose by introducing GC to Verizon and securing Verizon as the distributor of the short form and long form content.

117. By promising Mammoth that it would compensate Mammoth for its investment of time, money, resources and business influence and then denying Mammoth the compensation to which it was entitled, GC effectively defrauded Mammoth into investing its time, money, resources and business influence for free.

118. GC's conduct has been and continues to be directed toward each other, Mammoth, Verizon, and third-parties.

119. GC's interference with Mammoth's prospective business relations was willful, intentional, malicious and oppressive beyond the bounds of common decency and was intended to harm Mammoth.

120. As a direct and proximate result of GC's interference with Mammoth's prospective business relations, Mammoth has been significantly damaged in an amount to be determined by the Court, but not less than \$500,000.00 plus interest, costs, attorneys' fees and consequential damages.

121. GC's interference with Mammoth's prospective business relations was fraudulent, intentional, willful, malicious and oppressive beyond the bounds of common decency and was intended to harm Mammoth. Mammoth is therefore entitled to recover punitive damages in the amount of \$1,000,000.00.

122. In addition, GC's interference with Mammoth's prospective business relations has directly and proximately caused and will continue to directly and proximately cause Mammoth irreparable harm for which there is no adequate remedy at law, including, but not limited to, loss of business reputation and good will; loss of business opportunities and connections; and loss of publicity.

123. Unless GC is enjoined by appropriate injunctive relief from continuing to tortuously interfere with Mammoth's prospective business relations, Mammoth will suffer additional, immediate and irreparable harm for which there is no adequate remedy at law.

AS AND FOR A FIFTH CAUSE OF ACTION
(MISAPPROPRIATION OF SKILLS AND EXPENDITURE)

124. Mammoth repeats, realleges and reiterates each and every allegation contained in Paragraphs "1" through "123" above as if each were fully set forth herein.

125. Mammoth invested significant labor, skill, business acumen, business reputation and additional expenditures structuring an extensive deal to produce, distribute and utilize the content; negotiating with GC, Verizon and additional parties in order to develop a deal that was beneficial to all parties upon terms that all parties could agree to; in fact, the idea to bring the parties together in order to fully exploit the benefits of the short form and long form content was Mammoth's idea.

126. Before Mammoth suggested to GC that it would be beneficial for the parties to work together with Verizon to distribute and exploit the material, GC had no way of utilizing or profiting from the short form and long form content. GC had filmed some footage but was unsure what to do with it or how to profit from it.

127. Mammoth introduced GC to Verizon, a massive tech conglomerate with multiple distribution channels, the ability to fund the production of the long form content, and a willingness to compensate GC for the distribution and utilization of the short form and long form content. Indeed, the only reason that the short form and long form content has become valuable for GC is because of Mammoth involvement with the project.

128. But for Mammoth's tireless work, negotiations and business acumen, GC had no way to fund the production of the short form or long form content, to distribute the finished product or to profit from them.

129. GC misappropriated the fruits of Mammoth's investment of time, money, resources, business associates and business acumen by deceitfully gaining Mammoth's trust, repeatedly promising Mammoth that a deal was imminent in order to induce Mammoth to continue to represent GC's interests to Verizon and to other parties only to enter into a direct contractual relationship with Verizon, mirroring the terms of the deal that Mammoth conceived and generated in order to deprive Mammoth of the benefits of its contractual relationship with Verizon and GC and its future contractual relationships with those parties in addition to the benefits Mammoth would have derived from its involvement with the Global Citizen concert series.

130. GC utilized Mammoth's skills and expenditure for its own, illicit financial gain to Mammoth's severe detriment.

131. In addition, GC is benefitting and will continue to benefit from the fruits of the business reputation and relationships from the business relationships that Mammoth has cultivated and developed over years as a production company in the entertainment industry.

132. As a direct and proximate result of GC's misappropriation of skills and expenditure, Mammoth has been significantly damaged in an amount to be determined by the Court, but not less than \$500,000.00 plus interest, costs, attorneys' fees and consequential damages.

133. GC's misappropriation of Mammoth's skills and expenditure was willful, intentional, malicious and oppressive beyond the bounds of common decency and was intended to harm Mammoth. Mammoth is therefore entitled to recover punitive damages in the amount of \$1,000,000.00.

134. In addition, GC's misappropriation of Mammoth's skills and expenditure has directly and proximately caused and will continue to directly and proximately cause Mammoth irreparable harm for which there is no adequate remedy at law, including, but not limited to, loss of business reputation and good will; loss of business opportunities and connections; and loss of publicity.

135. Unless GC is enjoined by appropriate injunctive relief from continuing misappropriate Mammoth's skills and expenditure, Mammoth will suffer additional, immediate and irreparable harm for which there is no adequate remedy at law.

AS AND FOR A SIXTH CAUSE OF ACTION
(QUANTUM MERUIT)

136. Mammoth repeats, realleges and reiterates each and every allegation contained in Paragraphs "1" through "135" above as if each were fully set forth herein.

137. In good faith, Mammoth engaged in extensive negotiations with GC and with Verizon on GC's behalf and in order to structure a contractual relationship that was beneficial to GC and upon terms acceptable to GC.

138. In doing so, Mammoth expended significant time, money, resources, business acumen and business influence on behalf of GC in good faith and based upon representations made by GC.

139. GC accepted those services and encouraged Mammoth to continue to perform such services by repeatedly representing to Mammoth that a deal between Mammoth, GC and Verizon was imminent.

140. Mammoth provided GC with those services and benefits with the reasonable expectation of being compensated for doing so.

141. Upon information and belief, GC also understood that Mammoth was to be compensated and that Mammoth would not agree to provide GC with such extensive services and long-term benefits without being reasonably compensated.

142. GC has benefitted from the services Mammoth provided and the expense Mammoth incurred and GC's wrongful conduct toward Mammoth, including, *inter alia*, the benefits GC has received and will continue to receive from the contractual arrangement conceived, negotiated and developed by Mammoth, GC's new and profitable business relationship with Verizon; the profits GC has and will continue to realize from the utilization, distribution and exploitation of the short form and long form content; ownership of the short form and long form content GC would not have the ability to produce were it not for Mammoth's involvement in the project; and the promotional and advertising benefits GC has and will continue to realize from the utilization, distribution and exploitation of the short form and long form content.

143. The reasonable value of the services provided by plaintiff to defendant is a minimum of \$200,000.

144. As a direct and proximate result of GC's wrongful conduct, Mammoth has been significantly damaged in an amount to be determined by the Court, but not less than \$500,000.00 plus interest, costs, attorneys' fees and consequential damages.

145. Mammoth is entitled to be compensated for its investment of time, money, and resources in its dealings and negotiations with GC and the structuring of the contractual arrangement.

146. GC's wrongful conduct was willful, intentional, malicious and oppressive beyond the bounds of common decency and was intended to harm Mammoth. Mammoth is therefore entitled to recover punitive damages in the amount of \$1,000,000.00.

147. In addition, GC's wrongful conduct has directly and proximately caused and will continue to directly and proximately cause Mammoth irreparable harm for which there is no adequate remedy at law, including, but not limited to, loss of business reputation and good will; loss of business opportunities and connections; and loss of publicity.

148. Unless GC is enjoined by appropriate injunctive relief from continuing to be unjustly enriched, Mammoth will suffer additional, immediate and irreparable harm for which there is no adequate remedy at law.

AS AND FOR A SEVENTH CAUSE OF ACTION
(UNJUST ENRICHMENT)

149. Mammoth repeats, realleges and reiterates each and every allegation contained in Paragraphs "1" through "148" above as if each were fully set forth herein.

150. GC engaged in wrongful conduct, including, but not limited to, misappropriation of Mammoth's time, skills and resources; breach of duties of good faith and fair dealing;

exploitation of Mammoth's business acumen and proprietary information and illicitly inducing Verizon to breach its contractual obligations to Mammoth.

151. As a result of GC's wrongful conduct as described herein, GC improperly reaped significant benefits, including, but not limited to, development of a contractual arrangement whereby GC was enabled to produce, utilize, distribute and profit from the short form and long form content; GC was provided with access to and was able to develop a relationship with a massive tech conglomerate with the ability and resources to distribute and exploit the short form and long form content for a profit – this relationship has the potential to be profitable and beneficial to GC for years into the future; the profits that GC have, and will continue to reap as a result of the distribution and exploitation of the short form and long form content; and the publicity and advertising benefits GC have, and will continue to reap from the production, utilization and distribution of the short form and long form content, at the expense of Mammoth.

152. GC wrongfully failed to compensate Mammoth for the services it provided to GC, for the time, money, skill, and additional resources, Mammoth invested in negotiating with GC and Verizon in order to develop that contractual arrangement for the production, utilization, distribution and exploitation of the short form and long form content.

153. GC engaged in fraudulent conduct and induced Verizon to breach its contractual relationship with Mammoth.

154. By way of their improper exploitation of Mammoth and its time, money, skill and additional resources the misappropriation of Mammoth's skills and expenditure, their fraudulent conduct, GC's tortious interference and refusal to perform its duties pursuant to the Agreement, GC reaped significant benefits, including, but not limited to, the benefits of its new contractual

relationship with Verizon and the use of the contractual arrangement conceived and developed by Mammoth.

155. GC's improperly gained benefits came at the expense of Mammoth.

156. Given the malicious, tortious and fraudulent conduct in which defendants have engaged, detailed herein, equity and good conscience require that GC be prohibited from retaining that which they have misappropriated from Mammoth and the benefits of its wrongdoing. GC unjustly gained benefits rightfully belonging to Mammoth.

157. Equity and good conscious required that defendants be prohibited from retaining that which they have misappropriated from Mammoth and the benefits of their wrongdoing.

158. Equity and good conscious required that GC be prohibited from retaining that which they have misappropriated from Mammoth and the benefits of their wrongdoing without fairly and reasonably compensative Mammoth.

159. As a direct and proximate result of GC's wrongful conduct, Mammoth has been significantly damaged in an amount to be determined by the Court, but not less than \$500,000.00 plus interest, costs, attorneys' fees and consequential damages.

160. GC's wrongful conduct was willful, intentional, malicious and oppressive beyond the bounds of common decency and was intended to harm Mammoth. Mammoth is therefore entitled to recover punitive damages in the amount of \$1,000,000.00.

161. In addition, GC's wrongful conduct has directly and proximately caused and will continue to directly and proximately cause Mammoth irreparable harm for which there is no adequate remedy at law, including, but not limited to, loss of business reputation and good will; loss of business opportunities and connections; and loss of publicity.

162. Unless GC is enjoined by appropriate injunctive relief from continuing to be unjustly enriched, Mammoth will suffer additional, immediate and irreparable harm for which there is no adequate remedy at law.

AS AND FOR AN EIGHTH CAUSE OF ACTION
(PROMISSORY ESTOPPEL)

163. Mammoth repeats, realleges, and reiterates each and every allegation contained in Paragraphs “1” through “162” above as if each were fully set forth herein.

164. In exchange for Mammoth conceiving and developing a contractual arrangement to allow GC to produce, utilize, distribute, and exploit the short form and long form content for publicity and advertising purposes and to profit from the short form and long form content; introducing GC to a massive tech conglomerate who would fund the production of the short form and long form content and allow GC to utilize, distribute, and exploit the short form and long form content for a profit; expending a considerable amount of Mammoth’s business influence and engaging in extensive negotiations with Verizon in order to secure a deal that was profitable and beneficial to GC and met GC’s demands, GC clearly and unambiguously promised to compensate Mammoth for the time, money and resources it incurred in the form of ten percent (10%) of any gross production budget, sponsorship fee, marketing fee, license fee or ownership revenue per each piece of Green Lit Content for [Verizon] within three (3) banking days of the closing and procurement of any sum; giving Mammoth a credit at the beginning of every short form and long form content that was produced in part by Mammoth; giving Mammoth an ownership right in every short form and long form content that was produced in part by Mammoth; guaranteeing Mammoth the right to benefit from the contractual arrangement conceived by Mammoth for the 2017 Global Citizen concert series and for each subsequent Global Citizen concert series.

165. Mammoth reasonably ((the promises are typical in the industry in which both parties have conducted business for years and the parties had prior relations) and foreseeably relied on these clear and unambiguous promises and performed its duties pursuant to the terms of the Agreement in addition to the further significant investment of time, money, resources and business influence Mammoth expended in order to further develop the contractual arrangement conceived by Mammoth and for the benefit of GC.

166. Given the standard nature of the promises of GC and the professional relationship between Mammoth and GC, Mammoth's reliance was reasonable.

167. GC clearly foresaw that Mammoth would rely on those promises, and would likely not have made the promises in the first instances had they not foreseen.

168. Mammoth expended a significant amount of time, effort, and resources in reliance on GC's clear and unambiguous assurances.

169. To Mammoth's detriment, Mammoth believed in GC's clear and unambiguous promises.

170. As a direct and proximate result of GC's unfulfilled clear and unambiguous promises and assurances of GC and Mammoth's reliance thereon, Mammoth has been significantly damaged in an amount to be determined by the Court, but not less than \$500,000.00 plus interest, costs, attorneys' fees and consequential damages.

171. GC's wrongful conduct was willful, intentional, malicious and oppressive beyond the bounds of common decency and was intended to harm Mammoth. Mammoth is therefore entitled to recover punitive damages in the amount of \$1,000,000.00.

172. In addition, GC's wrongful conduct has directly and proximately caused and will continue to directly and proximately cause Mammoth irreparable harm for which there is no

adequate remedy at law, including, but not limited to, loss of business reputation and good will; loss of business opportunities and connections; and loss of publicity.

173. Unless GC is enjoined by appropriate injunctive relief from continuing to engage in such wrongful conduct, Mammoth will suffer additional, immediate and irreparable harm for which there is no adequate remedy at law.

AS AND FOR A NINTH CAUSE OF ACTION
(UNFAIR COMPETITION)

174. Mammoth repeats, realleges, and reiterates each and every allegation contained in Paragraphs “1” through “173” above as if each were fully set forth herein.

175. GC intentionally, maliciously, and in bad faith, acted fraudulently and misappropriated and utilized Mammoth’s commercial advantage -- business acumen, business relationships, business influence, the contractual arrangement conceived and developed by Mammoth -- by exploiting Mammoth’s labor, skill and expenditures in order to promote and develop its own business interests.

176. GC has reaped significant benefits as a result of its unfair competition, including, but not limited to, the benefits of its new contractual relationship with Verizon and the use and benefits derived from the contractual arrangement conceived and developed by Mammoth.

177. As a direct and proximate result of GC’s unfair competition, Mammoth has been significantly damaged in an amount to be determined by the Court, but not less than \$500,000.00 plus interest, costs, attorneys’ fees and consequential damages.

178. GC’s unfair competition was willful, intentional, malicious and oppressive beyond the bounds of common decency and was intended to harm Mammoth. Mammoth is therefore entitled to recover punitive damages in the amount of \$1,000,000.00.

179. In addition, GC's unfair competition has directly and proximately caused and will continue to directly and proximately cause Mammoth irreparable harm for which there is no adequate remedy at law, including, but not limited to, loss of business reputation and good will; loss of business opportunities and connections; and loss of publicity.

180. Unless GC is enjoined by appropriate injunctive relief from continuing to engage in unfair competition, Mammoth will suffer irreparable harm for which there is no adequate remedy at law.

WHEREFORE, plaintiff MAMMOTH ENTERTAINMENT, INC., respectfully requests that they Court:

- A. Enter judgment against defendant on each cause of action numbered FIRST through NINTH asserted herein in an amount to be determined at trial, but in no event less than \$500,000.00;
- B. Award to Mammoth punitive damages in an amount to be determined at trial, but in no event less than \$1,000,000.00;
- C. Requiring defendant to immediately comply with its obligations under the contract entered into between the parties dated October 26, 2016 (the "Agreement"), including but not limited to, the following:
 - i. requiring defendant to give Mammoth credit on all short form and long form content (the "content") as required in the "Credit" section of the Agreement;
 - ii. requiring defendant to give Mammoth editorial input and/or meaningful consultation on the short form and long form content as required by the "Scope of Services" section of the Agreement;
 - iii. requiring defendant to place Mammoth's name on any promotional and/or advertising material associated with the short form and long form content; and
 - iv. requiring defendant to pay Mammoth ten percent (10%) of any gross production budget, sponsorship fee, marketing fee, license fee or ownership revenue per each piece of short form and long form content within three (3) banking days of the closing and procurement of any sum pursuant to the "Fees, Expenses and Payment" section of the Agreement;

- D. Prohibiting defendant from further utilizing, distributing and/or exploiting or from benefitting in any way from the use, distribution and/or exploitation the content or the Agreement;
- E. Prohibiting defendant from entering into any further economic arrangements with Complex Media Inc., Verizon Inc. and/or Hearst Media Inc. pertaining to the subject matter of the Agreement;
- F. Ordering expedited discovery as follows:
- i. requiring defendant to furnish to Mammoth copies of any and all contracts entered into between defendant and Complex Media Inc., Verizon Inc., Hyde Park Entertainment and/or Hearst Media; and
 - ii. requiring defendant to furnish to Mammoth copies of any and all contracts defendant has entered into with any entity that are based upon or arise out of in any way and to any extent the content or the Agreement; and
- G. Declaring that defendant is bound by the provisions of the Agreement and that Mammoth is entitled to all rights and benefits pursuant to the Agreement;
- H. Declaring that Mammoth is the lawful owner of the short form and long form content and that Mammoth is entitled to any royalties and a share in any sponsorship fees, marketing fee, licensing fee and/or ownership revenue realized from the utilization, distribution and/or exploitation of the short form and long form content; and
- I. Granting to Mammoth such other and further relief as this Court deems just and proper.

Dated: September 21, 2017
New York, New York

**THE LAW OFFICE OF AARON M.
SCHLOSSBERG, ESQ., P.L.L.C.**



Aaron M. Schlossberg, Esq.

Attorneys for Plaintiff
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FIRM File No.: 15059-015

TO:
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Attorneys for Defendant
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New York, New York 10036

GLOBAL POVERTY PROJECT, INC
c/o New York Secretary of State
Rebecca Stubbs
c/o Allen & Overy LLP
1221 Avenue of the Americas
New York, New York, 10020

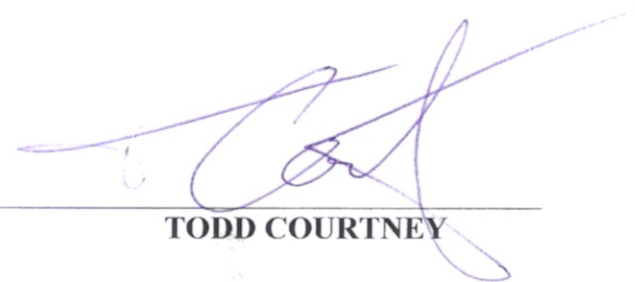
CORPORATE VERIFICATION

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

TODD COURTNEY, being duly sworn, deposes and says:

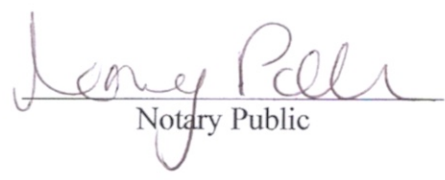
I am the chief executive officer and chairman of MAMMOTH ENTERTAINMENT, INC., the plaintiff in the within action. I have read the foregoing VERIFIED COMPLAINT and know the contents thereof. The same is true to my own knowledge, except as to those matters therein stated to be alleged upon information and belief, and as to those matters, I believe them to be true.

The grounds of my belief as to all matters not stated upon my knowledge are contained in the files maintained by plaintiff.



TODD COURTNEY

Sworn to before me this
21th day of September, 2017



Notary Public

NANCY PABON
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01PA6253848
QUALIFIED IN KINGS COUNTY
MY COMMISSION EXPIRES 01-09-2020

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

Index No.:

MAMMOTH ENTERTAINMENT, INC.,

Plaintiff,

- against -

GLOBAL POVERTY PROJECT, INC.
d/b/a GLOBAL CITIZEN,

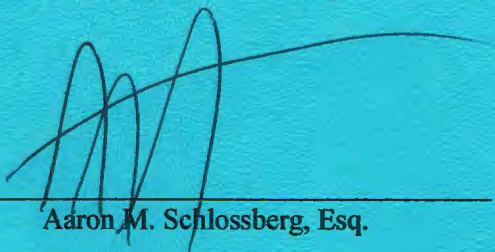
Defendant.

SUMMONS AND VERIFIED COMPLAINT

**THE LAW OFFICE OF
AARON M. SCHLOSSBERG, ESQ., P.L.L.C.**
Attorneys for Plaintiff
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Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of the State of New York, certifies that upon information and belief and reasonable inquiry, (1) the contentions contained in the annexed document are not frivolous and that (2) if the annexed document is an initiating pleading, (i) the matter was not obtained through illegal conduct or that if it was, the attorney or other persons responsible for the illegal conduct are not participating in the matter or sharing in any fee earned therefrom and that (ii) if the matter involves claims for personal injury or wrongful death, the matter was not obtained in violation of 22 NYCRR 1200.41-a.

September 21, 2017



Aaron M. Schlossberg, Esq.