

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

WILD BUNCH, SA,

Plaintiff,

-against-

VENDIAN ENTERTAINMENT, LLC and
MICHAEL BASSICK,

Defendants.

Case No.: 16 Civ. _____

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff Wild Bunch, SA (“Wild Bunch”), by its attorneys Cowan, DeBaets, Abrahams & Sheppard LLP, complains and alleges against Vendian Entertainment, LLC (“Vendian”) and its president Michael Bassick (“Bassick”; together with Vendian, “Defendants”) as follows:

NATURE OF THE ACTION

1. This is an action for breach of contract and fraud stemming from Vendian’s willful and ongoing refusal, at the behest of and with the knowing participation of Bassick, to fulfill its clear contractual obligation to pay an agreed-upon contribution of \$3 million in connection with the production and distribution of the feature film entitled “Snowden” directed by Oliver Stone, produced by Moritz Borman and Oliver Stone, and starring Joseph Gordon-Levitt (the “Picture”).

2. Vendian, through its principals including Bassick, agreed to make this payment pursuant to representations and agreements made and entered beginning in November 2014 and finalized in a written agreement dated as of June 24, 2016 between Wild Bunch and Vendian (the “Contract,” a true and complete copy of which is attached hereto as Exhibit 1). However, Defendants either never had the intention of paying, or knew or had reason to

believe that Vendian would not have the financial ability to pay its contribution in the contractually mandated timeframe, or at all.

3. Wild Bunch relied, to its detriment, on Defendants' false and misleading representations concerning this payment and has been significantly damaged as a result of financial obligations it would not have undertaken had it known Defendants' true intentions.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1332 because there is complete diversity between Wild Bunch (a company organized under the laws of France and having its primary place of business in France), on the one hand, and Vendian (a company organized under the laws of Delaware and having its primary place of business in New York) and Bassick (an individual who, on information and belief, is domiciled in New York), and because the amount in controversy exceeds \$75,000.

5. This Court has personal jurisdiction over Defendants because they are located in this District (Vendian being incorporated in this District and Bassick, on information and belief, being domiciled in this District), transact business within this District, and have caused injury to Wild Bunch in this District.

6. This Court also has personal jurisdiction over Vendian because, according to paragraph 10 of the Contract, "the state and federal courts located in New York, NY shall have exclusive jurisdiction . . . to hear any disputes arising out of this Agreement" and each party "expressly consents to the exclusive jurisdiction of any state or federal court located in New York, NY to hear disputes arising out of this Agreement."

7. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and 1400(a) because, *inter alia*, Defendants are doing and/or transacting business in this District; because a

substantial part of the events giving rise to the claims alleged herein occurred in this District; and because Wild Bunch has incurred damages in this District.

8. Venue is also proper in this District as to Vendian because, according to paragraph 10 of the Contract, “the state and federal courts located in New York, NY . . . shall be the exclusive venue to hear any disputes arising out of this Agreement” and each party “agrees that venue therein is proper and convenient.”

THE PARTIES

9. Wild Bunch is an independent film distribution and international sales company headquartered in Paris, France. Wild Bunch is renowned for its innovative slate of independent films from all over the world. Wild Bunch is currently handling an international sales catalogue of several hundred films, including the Picture.

10. Upon information and belief, Vendian is a New York corporation that finances and produces feature films for worldwide distribution, and has its principal place of business at 630 5th Avenue Suite 200 New York, New York 10111.

11. Upon information and belief, Bassick, an individual domiciled in New York, is the president of Vendian.

FACTUAL BACKGROUND

12. In furtherance of previous discussions between the parties, on November 3, 2014, Vendian’s then-CEO Christopher Woodrow (“Woodrow”) emailed Wild Bunch’s co-founding partner and head of sales, Vincent Maraval (“Maraval”), agreeing, along with other deal terms, to provide financing of up to \$3 million to cover any monetary shortfalls in financing the Picture (the “Gap Financing”) (this email shall be referred to herein as “the November 2014 Email”).

13. Vendian even requested a \$150,000 “kill fee” in the event Wild Bunch did not ultimately require the Gap Financing, further evidencing that Vendian committed to set aside that money for the Picture on the condition that Wild Bunch would compensate Vendian for the cost of foregoing other uses of the funds.

14. On information and belief, Bassick was aware of these and all business dealings relating to the Picture from the inception of discussions between the parties, either by being copied on e-mails, participating in conference calls, or by being informed by Woodrow.

15. Indeed, on information and belief, Bassick directed Woodrow to, on behalf of Vendian, make the statements and enter into the agreements alleged herein with full knowledge of the consequences of doing so as alleged herein including, among other things, personally directing Woodrow to proceed with negotiating the Gap Financing arrangement with Wild Bunch.

16. With the understanding that the Gap Financing would be available if and when it was needed, and in reasonable reliance on Vendian’s guarantee, Wild Bunch began building the contractual framework for the financing of the Picture as follows.

I. The Relevant Contracts

The Wild Bunch/Sacha Agreements

17. In reliance on the representations and agreement of Woodrow, on behalf of Vendian and Bassick, and with Vendian’s and Bassick’s knowledge, on or about February 6, 2015, Wild Bunch entered into a Sales Agency Agreement (the “SAA,” a true and complete copy of which – excluding exhibits – is attached hereto as Exhibit 2) with production company Sacha, Inc. and its affiliates (“Sacha”) for the exclusive rights to license and sub-license the Picture’s distribution rights in numerous territories throughout the world. *See* Exh. 3 § 2.

18. In connection with the execution of the SAA, Sacha, through its financing affiliate, assigned the benefit of all of its agreements in relation to the Picture to French bank Natixis Coficine SA (the “Bank”) as security for repayment to the Bank of a loan in the amount of \$13,000,000. (*See* Sacha’s February 12, 2015 Notice of Assignment (“NOA”) a true and complete copy of which is attached hereto as Exhibit 3, ¶ 2.)

19. Sacha sent the NOA to Wild Bunch, and on February 12, 2015, Wild Bunch signed an acceptance of assignment (the “Acceptance,” a true and complete copy of which – excluding exhibits – is attached hereto as Exhibit 4), in which Wild Bunch agreed to pay Sacha a minimum guarantee of \$2,500,000 in connection with the Picture’s distribution rights in Spain and Italy, payment of which would be made directly to the Bank. Wild Bunch also undertook to pay to Sacha (through the Bank) a “net balance” equal to the positive difference between an amount of \$11,500,000 (*i.e.*, the remainder of Sacha’s loan from the Bank) and all gross receipts derived from the sales made by Wild Bunch to third parties distributors (the “Gross Receipts”) during an agreed-upon period of time. *See* Exh. 4 § 3. Based on the representations and agreement of Woodrow, on behalf of Vendian and Bassick, Wild Bunch had planned to obtain \$3,000,000 from Vendian to cover that portion of the “net balance” that was not covered by the Gross Receipts.

20. Indeed, in reliance on Vendian’s agreement in 2014 to provide financial backing for the Picture in case of a possible shortfall in the form of the Gap Financing, Wild Bunch signed the Acceptance as part of the SAA and agreed to the financial commitments referenced therein.

21. Wild Bunch has paid the \$2,500,000 minimum guarantee in accordance with the Acceptance. In light of Vendian’s breach of its representations and agreement, Wild Bunch

has not yet paid the portion of the “net balance” not covered by the Gross Receipts, *i.e.*, an amount of \$ 3,161,016.

The Wild Bunch/Vendian Agreements

22. In addition to the November 2014 Email, there were two contracts that memorialized the representations and agreement described above between Wild Bunch and Vendian.

23. First, in furtherance of Vendian’s agreement to provide Gap Financing for the Picture, Wild Bunch and Vendian entered into a preliminary written agreement in August 2015 concerning the Picture (the “2015 Agreement,” a true and correct copy of which is attached hereto as Exhibit 5) wherein the parties “acknowledged that [Wild Bunch] requested [Vendian], and [Vendian] agreed, to set aside Three Million Dollars (\$3,000,000)” to be used in connection with financing the Picture “in order for [Wild Bunch] *to satisfy its obligations to pay a minimum guarantee to the producers of the Picture.*” Exh. 5 at 1 (emphasis added).

24. Thus, Vendian clearly acknowledged its understanding that Wild Bunch had taken on substantial financial commitments in reliance on Vendian’s representation and agreement as evidenced by the November 2014 Email, *i.e.*, the availability of the Gap Financing.

25. On information and belief, Bassick was personally involved in the negotiation of the 2015 Agreement and had personal knowledge of the representations being made by Woodrow on behalf of Vendian concerning the financing of the Picture, particularly given that he had personally “green-lit” the “investment” at the outset in 2014.

26. Wild Bunch and Vendian (through Woodrow and Bassick) continued to negotiate the written agreements to evidence the representations and agreements entered into beginning in November 2014 and continuing thereafter.

27. Throughout negotiations in 2016, Bassick consistently represented to Maraval that Vendian would pay Wild Bunch what it promised and never gave any indication of his or Vendian's unwillingness or inability to pay.

28. However, as early as May 2016 – six months after it represented to Wild Bunch in the 2015 Agreement that it would set aside \$3 million for the Picture and a year and a half after it initially guaranteed up to \$3 million in Gap Financing – Vendian began to equivocate on its payment obligations. Specifically, contrary to Vendian's agreement and the representations of Woodrow and Bassick, Woodrow indicated that he believed that the money received (or not received) in connection with the UK distribution rights impacted the amount of the Vendian Contribution.

29. Prior to this time, Defendants had never conditioned the payment of or the amount of the Vendian Contribution on any outside factors, including the UK distribution rights and any amounts received (or not received) in connection therewith. On information and belief, this was a delay tactic by Defendants because Vendian or its principals could not, or did not want to, pay the Vendian Contribution.

30. Maraval made this fact clear to Woodrow and Vendian's lawyer, Jerry Dasti ("Dasti"), noting this was not what Vendian had agree to and/or represented. Dasti represented that he understood, and negotiations continued, with Vendian, through Woodrow and Bassick, again representing that the Vendian Contribution would, in fact, be paid.

31. Concurrently, Wild Bunch's lawyer, Pierre Selinger ("Selinger"), made abundantly clear to Woodrow and Dasti that Wild Bunch was relying on Defendants' representations and agreement that the Vendian Contribution would be made as agreed. Selinger stated in a May 26, 2016 email that "we really need your payment to be made the day

WILD BUNCH will have to pay the bank. We can obviously agree to inform you about the payment date one week in advance so that you can organize yourself. Would it be fine?"

32. Vendian did not respond to Selinger's request for confirmation until June 21, 2016, with Woodrow stating in an email that the payment issue would be "wrapped up shortly." It was, of course, not "wrapped up" as promised.

33. On June 24, 2016, Selinger responded that Wild Bunch's contribution had been payable to the Bank "on June 17 (6 months after [notice of delivery] and they are putting pressure on us for the payment" of the Vendian Contribution.

34. Dasti, on behalf of Vendian, responded that, upon certain revisions to the draft of the Contract, Vendian would "proceed to signature" but that Vendian would require "10 business days from signature and receipt of Wild Bunch's invoice to provide the payment." Unbeknownst to Wild Bunch, this was obviously another delay tactic. Selinger responded that same day that the revision referenced by Dasti had already been made.

35. The negotiations culminated in the parties entering into the Contract, which superseded the 2015 Agreement. In the Contract's financing terms: (a) Vendian reiterated its agreement to contribute to the financing of the Picture the amount of \$3,000,000 (the "Vendian Contribution"); and (b) Wild Bunch was to contribute to the financing of the Picture an amount equal to \$10,500,000 USD (minus certain amounts set forth in the NOA) raised, in part, from third-party sub-distributors and/or sublicensees of distribution rights licensed with Wild Bunch, including Vendian. *See* Exh. 1 ¶ 1.

36. Vendian agreed to pay the Vendian Contribution directly to the Bank as assignee of Wild Bunch within ten business days of the execution of the Contract, subject only to Vendian's receipt of an invoice from Wild Bunch. *See id.*

37. Vendian made the following representations and warranties under the Contract:

(i) it has the full right, ability and authority to enter into this Agreement and to perform its obligations contained herein; . . .
(iii) none of the statements, representations or warranties made by it in this Agreement contains any untrue statement of a material fact or omits any material fact; and (iv) it has not made or assumed and will not hereafter make or assume any commitment, agreement or obligation that will or might (as reasonably foreseeable) conflict with or impair its ability to perform its obligations hereunder or impair the other party's complete enjoyment of the rights and privileges granted to it hereunder.

Exh. 1 ¶ 12.1.

38. Vendian also agreed to “indemnify, defend, and hold harmless the other party from and against any and all claims, damages, liabilities, costs and expenses, including reasonable outside attorneys’ fees and disbursements, arising out of any breach or, in the case of a third party claim, alleged breach, by the indemnifying party of any representation, warranty, covenant or agreement made by it herein.” *Id.*

39. Further, the parties agreed that any material breach of the Contract that remained uncured for ten days from receipt of written notice from the non-breaching party would “constitute the repudiation by any party of its rights and obligations under this Agreement.” *Id.*

¶ 11. According to the Contract, failure to cure a material breach permits the non-breaching party to “proceed against the defaulting party for available relief, including but not limited to, terminating this Agreement retroactive to the date of default.”

II. Vendian’s Failure to Pay the Vendian Contribution

40. In accordance with the terms of the Contract, Wild Bunch sent Vendian an invoice on June 27, 2016. *See* Exh. 1 ¶ 1.

41. Vendian did not pay the Vendian Contribution within the prescribed ten-day period required by the Contract, *see id.*, nor has Vendian paid the Vendian Contribution to date despite multiple requests and opportunities to cure.

42. As of July 11, 2016, Vendian still had not paid the Vendian Contribution to the Bank, and Selinger again contacted Woodrow stating that Wild Bunch was “almost a month late and the situation with [the Bank] is critical. Could you please make sure that the 3m\$ are wired as shortly as possible and let me have the contract signed?”

43. The next day, Dasti responded that Wild Bunch should sign a revised version of the Contract and “return it to me for countersignature at your earliest convenience.” Wild Bunch, again in reliance on Vendian’s representation that the negotiations had concluded and that the Contract was ready for execution such that the Vendian Contribution would be paid promptly, did so on July 14, 2016.

44. On July 19, 2016, Selinger emailed Dasti asking whether Vendian had signed the Contract and made payment to the Bank. That same day, Dasti responded that “the agreement was signed and returned to you Friday. We are in the process of the capital call. We will be in touch soon.”

45. On July 29, 2016, Selinger contacted Woodrow asking whether payment was made. That day, Woodrow responded that “[i]t has been a little slow due to summer vacation schedules with our investors but we intend to make the payment next week.” This statement was also false, as Vendian and its principals knew Vendian did not have the money (or did not intend to pay the money) at the time it signed the Contract or made these statements.

46. On August 5, 2016 payment still had not been made. Selinger responded to Woodrow, stating that the Bank “won’t wait any longer. Please confirm that payment has been

made or will be made today.” Three days later Woodrow had not responded, and Selinger once again informed Woodrow that the “Bank is chasing us.”

47. Nearly two weeks later, on August 18, 2016, Woodrow requested contact information for Wild Bunch’s representative at the Bank. On August 23, 2016, a representative of the Bank emailed Woodrow stating that it was “becoming urgent for us to receive the payment from Vendian, which is largely overdue and has been announced as imminent since mid-July. I would kindly ask you to proceed with the payment within 24h and to send us a copy of the transfers so we can track the funds.”

48. In response that same day, Woodrow revived Vendian’s prior improper delay strategy, again taking the heretofore abandoned position that the “UK sale” of the Picture was somehow relevant to the payment of the Vendian Contribution. The Bank’s representative responded, noting that “I don’t see the relation between the payment by Vendian and the UK sale, which isn’t mentioned in the contract. I honestly don’t understand what is happening. Once again, please simply proceed with the payment immediately or provide us with a payment guarantee from your bank (assuming it’s a major bank).”

49. On August 26, 2016, Selinger, on behalf of Wild Bunch, sent Vendian another formal notice demanding payment to the Bank of the Vendian Contribution. The letter stated that “[i]n spite of your guarantee that the VENDIAN Contribution would be paid at short notice, the payment has not occurred yet.”

50. The letter further stated that Vendian “recently indicated to [the Bank] that your payment would be subject to the license of the Picture’s distribution rights in the UK. As you perfectly know, the Agreement contains no provision that would allow you to retain the payment of the VENDIAN Contribution until a distribution agreement of the Picture in the

UK, or in any other territory, in [sic] concluded.” Selinger demanded, again, payment to the Bank of the Vendian Contribution within ten business days of his letter.

51. Through Bassick, Vendian continued, throughout September 2016, to delay the payment of the Vendian Contribution by continuing to request information regarding the UK distribution rights in the Picture, encouraging Wild Bunch’s continued reliance that payment would eventually be made if Wild Bunch acquiesced in providing this otherwise irrelevant information.

52. Despite again promising to make its contractually agreed-upon payment – and even upon receiving the requested information concerning UK distribution rights which were unnecessary and irrelevant – Vendian still did not pay the Vendian Contribution, and on October 12, 2016, Maraval emailed Bassick stating that Bassick was “supposed to come back to me last Friday regarding [S]nowden payment. Today we are in default of payment with some right holders because of that” and warned Bassick that Wild Bunch would take legal action.

53. That same day Bassick emailed Maraval, finally admitting the previously undisclosed truth that Vendian had been hiding from Wild Bunch from the beginning: “[c]urrently, Vendian does not have \$3 million to deliver on the agreement that Chris [Woodrow] signed on behalf of Vendian related to Snowden.”

54. Bassick again attempted to blame Vendian’s inability to pay on certain “pre-sale shortfalls” having no contractual relevance to Vendian’s obligation to pay the Vendian Contribution under the Contract and in accordance with Vendian’s many representations.

55. Vendian has, in breach of its agreements and representations admitted that it does not intend to pay the Vendian Contribution. For example, in his October 12, 2016 email,

Bassick stated that he was “working on a couple deals that could generate cash for Vendian to cover *a portion* of the payment, but I’m uncertain on timing and final amounts at this time.”

(Emphasis added).

56. In addition to causing Wild Bunch to default on its obligations to the Bank, Sacha is also purporting to terminate the grant of Italian and Spanish distribution rights to Wild Bunch. While Wild Bunch has conveyed to Sacha’s counsel that its position has no merit, the domino effect caused by Vendian’s breach of contract and fraud continues to the great detriment of Wild Bunch.

57. Litigation counsel for Wild Bunch in the United States contacted Bassick on November 15, 2016, again demanding payment of the Vendian Contribution and advising Vendian that Wild Bunch “has no further obligations under the Agreement and/or any other agreements between the parties.” The Vendian Contribution has still not been paid.

COUNT I – BREACH OF CONTRACT
(Against Vendian)

58. Wild Bunch incorporates by reference the allegations in each of the preceding paragraphs as if fully set forth herein.

59. Vendian entered into the Contract – a valid and binding agreement – with Wild Bunch, pursuant to which Vendian agreed to pay the Vendian Contribution within ten business days of the execution of the Contract.

60. Vendian did not pay the Vendian Contribution within ten business days of the execution of the Contract, and in fact has not paid any portion of the Vendian Contribution to date.

61. Vendian further breached its representations and warranties in the Contract.

62. Vendian represented that it has the “full . . . ability . . . to perform its obligations contained” in the Contract. Exh. 1 ¶ 12.1.

63. Vendian breached this representation because, for the reasons stated above, it did not and does not have the financial ability or intent to pay the Vendian Contribution.

64. Vendian also warranted that “none of the . . . representations or warranties made by it in [the Contract] contains any untrue statement of a material fact or omits any material fact.” Exh. 1 ¶ 12.1.

65. Vendian breached this warranty because it falsely represented that it was willing and able to pay the Vendian Contribution and because it omitted to disclose that it did not have the ability or intent to pay the Vendian Contribution.

66. Vendian also represented that “it has not made or assumed and *will not hereafter make or assume* any commitment, agreement or obligation that will or might (as reasonably foreseeable) conflict with or impair its ability to perform its obligations hereunder or impair the other party’s complete enjoyment of the rights and privileges granted to it hereunder.” Exh. 1 ¶ 12.1 (emphasis added).

67. Vendian breached this representation because, as of at least September 2016, Wild Bunch is informed and believes and therefore alleges that Vendian committed itself to financing other films which has, at least in part, impaired its ability to perform its obligations under the Contract to pay the Vendian Contribution.

68. Vendian is not only liable to Wild Bunch for damages, but also for its reasonable outside attorney’s fees and disbursements arising out of its breach, and for indemnification of Wild Bunch against any claims that may be brought by the Bank and/or Sacha. Exh. 1 ¶ 12.1.

69. For the above-mentioned reasons, Vendian has materially breached multiple provisions of the Contract.

70. Wild Bunch has fully performed all of its contractual duties under the Contract.

71. As a result of Vendian's material breaches of the Contract, Wild Bunch has suffered damages in an amount to be determined at trial, but in no event in an amount less than \$3 million.

COUNT II – FRAUD
(Against Vendian and Bassick)

72. Wild Bunch incorporates by reference the allegations in each of the preceding paragraphs as if fully set forth herein.

73. Vendian, through its principals, and Bassick individually, represented to Wild Bunch on the occasions discussed that Vendian could and would provide \$3 million in funding toward the Picture.

74. Bassick personally approved and green-lit Vendian's "investment" in the Picture and personally represented to Wild Bunch on multiple occasions that Vendian could and would pay the \$3 million.

75. Vendian never had the ability or intention to provide the Gap Financing as contemplated by the November 2014 Email, the 2015 Agreement, the Contract, and the many representations that it made since November 2014.

76. Bassick never intended for Vendian to provide the Gap Financing as contemplated by the November 2014 Email, the 2015 Agreement, the Contract, and the many representations he personally made since November 2014.

77. Vendian and its principals, including Bassick, knew it would not be able or willing to pay the money it promised and represented it would pay and knew that Wild Bunch was relying on Vendian's and Bassick's representations and agreements.

78. Wild Bunch relied on such false and fraudulent representations in entering into the SAA and Acceptance.

79. Wild Bunch's reliance was reasonable and justified given that Vendian is in the business of financing and producing motion pictures and because Vendian's misrepresentations were made on more than one occasion, orally and in writing, through top executives including Woodrow and Bassick, with the knowledge that Wild Bunch was relying on the availability of Vendian's money to help finance the Picture and to safely agree to other financial obligations.

80. Had Wild Bunch known Vendian's true intentions and its inability and/or unwillingness to pay the Gap Financing, Wild Bunch would not have entered into the SAA or the Acceptance – and therefore guarantee the sales gap to the Bank – until it had secured an alternative source of funds.

81. Wild Bunch was harmed as a result of its reliance on Vendian's and Bassick's false statements because it, in turn, incurred significant financial commitments by way of the SAA and the Acceptance, based on the represented availability of Vendian's funds.

82. As a result of Vendian's and Bassick's fraud, Wild Bunch has suffered damages in an amount to be determined at trial, but in no event in an amount less than \$3 million.

83. Wild Bunch is also entitled to an award of punitive damages given Vendian's and Bassick's egregious, knowing, and/or intentional behavior.

COUNT III – FRAUDULENT INDUCEMENT
(Against Vendian and Bassick)

84. Wild Bunch incorporates by reference the allegations in each of the preceding paragraphs as if fully set forth herein.

85. Vendian, through its principals including Bassick and Woodrow, represented to Wild Bunch during their discussions beginning in 2014 and continuing thereafter and during the negotiations of the Contract throughout 2016 that Vendian could and would pay the Vendian Contribution.

86. Bassick made personal representations to Maraval that Vendian could and would pay the Vendian Contribution.

87. Vendian never had the ability or intention to make the Vendian Contribution.

88. Vendian knew but failed to disclose that it would not be able or willing to pay the Vendian Contribution.

89. Bassick knew but failed to disclose that Vendian would not be able or willing to pay the Vendian Contribution.

90. If Vendian ever had the ability to make the Vendian Contribution, it divested itself of that ability by pledging its funds elsewhere when it knew, and Bassick knew, that it owed money to Wild Bunch or the Bank as assignee of Wild Bunch in connection with the Picture.

91. Vendian knowingly made materially false and fraudulent representations concerning its ability and/or willingness to pay the Vendian Contribution in order to induce Wild Bunch to enter into the Contract.

92. Bassick knowingly made materially false and fraudulent representations concerning Vendian's ability and/or willingness to pay the Vendian Contribution in order to induce Wild Bunch to enter into the Contract.

93. Wild Bunch relied on such false and fraudulent representations and, as a result of such reliance, signed the Contract on the assumption that Vendian would be paying the Vendian Contribution.

94. Wild Bunch's reliance was reasonable and justified given that Vendian is in the business of financing and producing motion pictures and because Vendian's misrepresentations were made on more than one occasion, orally and in writing, through top executives like Woodrow and Bassick, with the knowledge that Wild Bunch was relying on the availability of Vendian's money to finance the Picture.

95. Had Wild Bunch known Vendian's and Bassick's true intentions, it would not have entered into the Contract and would have sought alternative sources of funding for the Picture.

96. Wild Bunch relied on the Contract and Vendian's and Bassick's representations therein to provide it with leverage and financial security in further discussions with producers and financiers of the Picture.

97. Both Sacha and the Bank have now sent termination notices to Wild Bunch as a consequence of Vendian and Bassick fraudulently inducing Wild Bunch to sign a Contract Vendian could not perform, and as a result, Wild Bunch's rights in the Picture are now imperiled and may be lost if payment to the Bank and/or Sacha is not made in short order.

98. Moreover, article 3.1(b) of the SAA would have provided Wild Bunch with a higher sales fee had Vendian paid the Vendian Contribution.

99. As a result of Vendian's and Bassick's fraudulent inducement, Wild Bunch has suffered damages in an amount to be determined at trial, but in no event in an amount less than \$3 million.

100. Wild Bunch is also entitled to an award of punitive damages given Vendian's and Bassick's egregious, knowing, and/or intentional behavior.

PRAYER FOR RELIEF

WHEREFORE, Wild Bunch respectfully requests that the Court find:

1. that Vendian materially breached the above-mentioned provisions of the Contract;
2. that Vendian is liable to Wild Bunch for actual, incidental, and consequential damages resulting from its breaches of the Contract;
3. that Vendian is also liable for Wild Bunch's attorney's fees incurred in prosecuting this action for Vendian's breach of the Contract;
4. that Vendian committed fraud when it falsely represented and agreed it would provide Gap Financing to Wild Bunch in connection with the Picture knowing it was unable and/or unwilling to pay;
5. that Bassick committed fraud when he falsely represented and agreed Vendian would provide Gap Financing to Wild Bunch in connection with the Picture knowing he and/or Vendian was unable and/or unwilling to pay;
6. that Vendian fraudulently induced Wild Bunch into signing the Contract knowing it was unable and/or unwilling to pay the Vendian Contribution;
7. that Bassick fraudulently induced Wild Bunch into signing the Contract knowing he and/or Vendian was unable and/or unwilling to pay the Vendian Contribution;

8. that Vendian and Bassick are liable to Wild Bunch for actual, incidental, consequential, and punitive damages resulting from their fraud and fraudulent inducement; and

9. that such other and further relief as this court may deem just and proper is appropriately awarded.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Wild Bunch demands a trial by jury on all issues so triable in this action.

Dated: New York, New York
February 24, 2017

COWAN, DeBAETS, ABRAHAMS
& SHEPPARD LLP

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