

JUSTIN D. HEIDEMAN (USB #8897)
NORMAN W. PEAT, JR. (USB #17836)
HEIDEMAN & ASSOCIATES
2696 N. University Ave. Suite 180
Provo, Utah 84604
Tel: (801) 472-7742
Fax: (801) 374-1724
Email: jheideman@heidlaw.com
npeat@heidlaw.com
Attorneys for Plaintiffs

IF YOU DO NOT RESPOND TO THIS DOCUMENT WITHIN APPLICABLE TIME LIMITS, JUDGMENT COULD BE ENTERED AGAINST YOU AS REQUESTED.

**IN THE FOURTH JUDICIAL DISTRICT COURT
IN AND FOR UTAH COUNTY, STATE OF UTAH**

CLIP ARTIST FILM, a Delaware Limited Liability Company, and GORDON ROSE,

Plaintiffs,

vs.

THE MILO FUND, a Nevada Limited Liability Company, and DAVID J. HANCOCK, an individual,

Defendants.

**COMPLAINT
VERIFIED**

Civil No.

Judge:

Discovery Designation: Tier 3

COMES NOW, Plaintiffs, CLIP ARTIST FILM, LLC, and GORDON ROSE, (collectively “Plaintiffs,” or individual as “CAF,” and “Mr. Rose” respectfully), by and through the law firm of Heideman & Associates, and hereby complains, alleges, and avers against Defendant, THE MILO FUND, LLC, and DAVID J. HANCOCK, as follows:

///

///

///

///

PARTIES, JURISDICTION AND GROUNDS

1. Plaintiff, Clip Artist Film, LLC, is a Delaware Limited Liability Company located in Sussex County, State of Delaware.
2. Plaintiff, Gordon Rose, is a individual residing and is domiciled in Harris County, State of Texas.
3. Defendant, The Milo Fund, LLC, is a Nevada Limited Liability Company located in Washoe County, State of Nevada.
4. Defendant, David J. Hancock, is an individual residing and domiciled in the Washoe County, State of Nevada.
5. Jurisdiction in this matter is proper under Utah Code Ann. § 78A-5-102(2), because Plaintiff's claims arose out of the Parties' business transaction, wherein the Parties submitted themselves only to the State of Utah Court's jurisdiction.¹
6. Venue is proper in Utah County pursuant to Utah Code Ann. § 78B-3-307, and pursuant to the Parties' Agreement stipulating that only the State of Utah being the proper venue.²

DISCOVERY TIER DESIGNATION

7. Pursuant to Utah R. Civ. P. 8(a) and 26(c)(3), damages plead herein qualify under a Tier 3 discovery designation.

GENERAL ALLEGATIONS

8. Plaintiffs hereby incorporates and re-alleges all previous paragraphs as though set forth fully herein.

¹ See *Marketing Agency Agreement*, ¶ 25, attached hereto as Exhibit 1

² *Id.*

Breach of Marketing Agency Agreement

9. On May 5, 2021, David Hancock (“Hancock”), on behalf of The Milo Fund, LLC (“TMF”) (collectively “Defendants), entered into the *Marketing Agency Agreement* (hereinafter the “Agreement”) with Plaintiff.³
10. Under the terms of the Agreement, Defendants engaged CAP to market fundraising efforts with a targeted un-capped capacity of up to \$1,000,000 in monthly donations.⁴
11. Defendants were required to accept all donations from *any* marketing efforts deployed by CAF.⁵
12. CAF’s market fundraising efforts included utilizing vendors at a zero percent markup, which Defendants were contractually and financially bound to.⁶
13. Specifically, the Agreement required Defendants to remit payment within three business days of receiving the invoice.⁷
14. Additionally, all market fundraising campaigns entitled CAF to gross payments of costs-plus 7.5% of all donations realized by Defendant.⁸
15. Furthermore, Defendants were bound by the Agreement before any text messaging to the procurement of a compliance manual by Allen, Mitchel, and Allen, PLLC.⁹

³ *Id.*

⁴ *Id.* at ¶ 1.

⁵ *Id.*

⁶ *Id.* at ¶ 2.

⁷ *Id.*

⁸ *Id.* at ¶ 6.

⁹ *Id.* at ¶ 2.

16. Specifically, the compliance manual was required to ensure compliance with all federal, and state laws, in addition to ensuring that the Telephone Consumer Protection Act of 1991 (“TCPA”) was not violated.¹⁰
17. On June 4, 2021, as CAF engaged in beta phase on data Hancock provided, representing it was opted in.
18. CAF lost its ability to perform under the Agreement after the peer-to-peer texting platform “Peerly,”¹¹ informed Plaintiff that all fundraising efforts through the cell provider Verizon, were blocked.
19. CAF discovered that Hancock engaged in improper fundraising campaigning efforts.
20. Hancock, in his capacity as TMF’s director, sent messages to Verizon subscribers without completing a required deliverability check and before obtaining the compliance manual.
21. Hancock’s actions resulted in the entire URL being blocked by Verizon, materially breaching the Parties’ Agreement.
22. Mr. Rose, on behalf of, and for, CAF, advised Hancock that the Parties could pivot to Voice Broadcasting Public Service Announcements.
23. However, upon information and belief, Hancock had difficulties comprehending the severe damage to the opportunity with Verizon and potentially all other major carriers like AT&T.

¹⁰ *Id.*

¹¹ Peerly is a company that provides a peer-to-peer texting platform. (See [Peer to Peer Texting - Best P2P Text Software - Peerly](#) (last visited on September 10, 2021)).

24. On June 7, 2021, CAF discovered that Defendants further breach the Parties' Agreement when Rumbleup¹² informed CAF that Hancock attempted to send SMS messages without a non-profit as required.
25. Upon information and belief, Hancock violated the TCPA with his efforts to send SMS messages through Rumbleup.
26. On June 11, 2021, CAF obtained a donor list in the approved legal geographic areas and ran and continued beta phase with other vendors.
27. The continuation of beta phase resulted in approximately 246,601 potential donors.
28. Unbelievably, Defendants informed CAF that on 21 donations were received on the 246,701 phone numbers texted using compliant peer-to-peer texting.
29. The resulting 21 donations received out of the first beta test is statistically unlikely based on the success rate of a second beta sampling testing with a 5.31% click through rate.
30. On June 17, 2021, Mr. Rose advised Defendants that CAF will not participate in Defendants' TCPA violations.
31. Specifically, that Defendants are materially breaching the Parties' Agreement through Hancock's unauthorized and improper fundraising efforts.
32. Believing CAF had a fiduciary duty, on behalf of CAF, Mr. Rose advised Wendy Rittenhouse (fundraising beneficiary), Mark Richards, and Robert Barnes (legal counsels for TMF) of Defendants' material breaches.

¹² Rumbleup is company that provides a peer-to-peer texting platform for non-profit organizations. (See [P2P Texting Platform | Peer-To-Peer | RumbleUp](#), (last visited on September 7, 2021))

33. CAF provided Defendants with an opportunity to cure any default within ninety (90) days pursuant to the Agreement.¹³
34. CAF was notified by Defendants of Defendants' decision to unilaterally terminate the Parties' Agreement, materially breach the Parties' Agreement.
35. Moreover, Defendants advised CAF that Defendants will not attempt to cure any breaches.
36. In addition to Defendants' negligent or intentional interference with CAF's fundraising campaigning efforts, Defendants failed to remit payment for invoices as agreed to under the Agreement.¹⁴
37. On May 12, 2021, CAF submitted the Invoice to Defendants for \$7,800, which Defendants remitted payment on May 14, 2021.¹⁵
38. On June 10, 2021, CAF submitted the June 6, 2021 Invoice to Defendants for payment in the amount of \$13,158.00, which is still due and owed.¹⁶
39. On June 17, 2021, Plaintiff submitted the June 15, 2021 Invoice to Defendants for payment in the amount of \$991.50, which Defendant remitted payment on July 13, 2021.
40. Defendants are unequivocally financially liable for the services CAF provided.

Defamation of Gordon Rose

41. Shortly after the Parties' professional relationship deteriorated as a result of Hancock's actions on behalf of and for TMF.

¹³ Exhibit 1 at ¶ 12.

¹⁴ *Id.* at ¶¶ 6-7.

¹⁵ See May 12, 2021 Invoice attached hereto as Exhibit 2.

¹⁶ See June 6, 2021 Invoice attached hereto as Exhibit 3.

42. Hancock initiated a willful and malicious campaign to destroy the reputation and impugn the integrity of Mr. Rose through Hancock's unrelenting insistence that Mr. Rose is a criminal, extortionist, fraud, and conman, only to name of few of the repulsive and utter false statements by Hancock.
 43. Hancock spread these untruths to acquaintances and the general public.
 44. Hancock's patently false allegations were read by numerous people who know and do business with Mr. Rose.
 45. Specifically, On October 10, 2021, in an effort to attempt to discredit Mr. Rose, Hancock creates a new telegram channel specifically to publish such defamatory statements that Mr. Rose:
 - i. "is a lunatic who has been trying to extort money out of the Rittenhouse's,"
 - ii. "is an utter failure, joke and conman,"
 - iii. "likes to stalk, threaten, and extort people,"
 - iv. "is a fraud and he is no stranger to lying," and
 - v. "is a criminal."
- [See Published Posts attached hereto has Exhibit 4]
46. As a result, Mr. Rose has suffered serious harm to his reputation as well as personal and professional humiliation.
 47. The harm to Mr. Rose's reputation has been particularly felt in his business as an professional telecom expert, small business owner, and journalist.

48. By Hancock's actions, Hancock has defamed and intentionally caused Mr. Rose alienation from others in his professional and personal community by spreading vicious and baseless lies, damaging Mr. Rose's reputation.
49. Hancock is responsible for all resulting harm to Mr. Rose, who seeks by way of relief, an injunction, and punitive and compensatory damages as may be appropriate.
50. Hancock engaged in such libel and slander knowing full well that his malicious and fallacious accusations were untrue.

FIRST CAUSE OF ACTION
(Breach of Contract)

51. Plaintiffs hereby incorporates and re-alleges all previous paragraphs as though set forth fully herein.
52. Defendants created a contract with Plaintiffs when Defendants signed the Agreement on May 5, 2021, for Plaintiffs to market fundraising campaigns.
53. Plaintiffs have performed all obligations required of Plaintiffs under the contract with Defendants.
54. Defendants have breached the contract, and continues to breach the contract by:
 - i. Defendants' improper fundraising efforts by messaging Verizon subscribers without completing the required deliverability check;
 - ii. Defendants' improper fundraising efforts by messaging Verizon subscribers without the required compliance manual;
 - iii. Defendants' improperly attempted SMS messaging through Rumbleup without the required non-profit status;
 - iv. Defendants' continued TCPA violations; and

- v. Defendants' failure to remit payment for invoices due and owing.
55. Defendants' breach of contract is material and without justification.
56. As a direct and proximate result of Defendants' breach, Plaintiff has suffered, and will continue to suffer general damages in an amount to be proven at trial, but not less than \$1,013,158.00.
57. Defendants' breach has caused and continues to cause Plaintiffs to incur special damages, consequential damages, general damages, and attorney's fees and costs.
58. Plaintiffs are entitled to its attorney's fees and costs of court.

SECOND CAUSE OF ACTION
(Breach of Implied Covenant of Good Faith and Fair Dealing)

59. Plaintiffs hereby incorporates and re-alleges all previous paragraphs as though set forth fully herein.
60. An implied covenant of good faith and fair dealing exists in every contract under Utah Law.
61. Plaintiffs have a valid binding contract with Defendants.
62. This obligation of good faith and fair dealing requires each party to constructively promise to abstain from any actions that will intentionally injure or destroy the other party's right to receive the contracted outcome.¹⁷
63. A party's compliance with this covenant or duty depends upon the agreed common purpose and justified expectations of the parties.¹⁸

¹⁷ *Id.*

¹⁸ *Id.* at 200. *Citing* Restatement (Second) of Contracts § 205 comment a (1981).

64. Defendants intentionally and purposely deprived Plaintiffs of Plaintiffs' right to receive the benefits of the contract.
65. Defendants violated their implied covenant of good faith and fair dealing by:
 - i. Defendants' improper fundraising efforts by messaging Verizon subscribers without completing the required deliverability check;
 - ii. Defendants' improper fundraising efforts by messaging Verizon subscribers without the required compliance manual;
 - iii. Defendants' improperly attempted SMS messaging through Rumbleup without the required non-profit status;
 - iv. Defendants' continued TCPA violations; and
 - v. Defendants' failure to remit payment for invoices due and owing.
66. Defendants owed a duty consistent with this implied covenant to perform the contract in such a manner to not deprive Plaintiffs from the benefits of the bargain it had made.
67. Defendants intentionally and purposely destroyed and injured Plaintiffs' "right to receive the fruits of [the above] contract."¹⁹
68. As a result of Defendants' actions, it has become necessary for Plaintiffs to prosecute these claims.
69. Plaintiffs are entitled to monetary damages to be proven at trial, but not less than \$1,013,158.00.
70. Plaintiffs are entitled to its attorney's fees and costs of court.

¹⁹ *Id.* at 199.

THIRD CAUSE OF ACTION
(Unjust Enrichment)

71. Plaintiffs hereby incorporates and re-alleges all previous paragraphs as though set forth fully herein.
72. Unjust enrichment occurs when a party receives and retains a benefit from conferee without payment of value to that party.²⁰
73. Defendants received a benefit from Plaintiffs when Defendants agreed to Plaintiffs marketed fundraising campaigning efforts.
74. Defendants' intentional or negligent interference in Plaintiffs marketed fundraising complaining efforts results in Defendant being unjustly enriched.
75. Defendants' failure to remit payment for Plaintiffs' vendor services results in Defendants being unjustly enriched.
76. Plaintiffs lost money as a result of Defendants' actions.
77. Defendants have been unjustly enriched at the expense of Plaintiffs.
78. Defendants' unjust enrichment has caused Plaintiffs to incur special damages, other incidental and consequential damages, and attorney's fees and costs.

FOURTH CAUSE OF ACTION
(Promissory Estoppel)

79. Plaintiffs hereby incorporates and re-alleges all previous paragraphs as though set forth fully herein.
80. Defendants made certain promises to Plaintiffs, including:
 - i. Complying with all federal and state laws for proper fundraising efforts;

²⁰ *Desert Miriah, Inc. v. B&L Auto, Inc.*, 2000 UT 83, ¶ 13, 12 P.3d 580 (Sup.Ct.).

- ii. Obtaining the required compliance manual prior to participating in any fundraising efforts;
 - iii. Completing the required deliverability check before participating in any messaging fundraising efforts;
 - iv. Obtaining the required non-profit status;
 - v. Refrain from any TCPA violations; and
 - vi. To remit payment for invoices due and owing in a timely manner.
81. Plaintiffs reasonably acted and relied upon the above promises made by Defendants, which Defendants failed to fulfill.
82. Plaintiffs' reliance on these promises caused it to incur special damages, incidental and consequential damages, and attorney's fees and costs.

FIFTH CAUSE OF ACTION
(Negligence)

83. Plaintiffs hereby incorporates and re-alleges all previous paragraphs as though set forth fully herein.
84. The elements of a negligence action include: (1) a duty of reasonable care owed by Defendant to Plaintiff; (2) a breach of that duty; (3) the causation, both actually and proximately, of the injury; and (4) the suffering of damages by Plaintiff.
85. Defendants owed a duty of care to Plaintiffs, to comply with all federal and state laws for proper fundraising efforts, including;
- i. Obtaining the required compliance manual prior to participating in any fundraising efforts;

- ii. Completing the required deliverability check before participating in any messaging fundraising efforts;
 - iii. Obtaining the required non-profit status;
 - iv. Refrain from any TCPA violations; and
 - v. To remit payment for invoices due and owing in a timely manner.
86. Defendants breached that duty and failed to meet the standard of care by Defendants' negligent:
- i. Improper fundraising efforts by messaging Verizon subscribers without completing the required deliverability check;
 - ii. Improper fundraising efforts by messaging Verizon subscribers without the required compliance manual;
 - iii. Improperly attempted SMS messaging Rumbleup without the required non-profit status.
 - iv. TCPA violations; and
 - v. Failure to remit payment for invoices due and owing.
87. As a consequence of Defendants' negligence, Plaintiffs have suffered substantial damages, both general and special, in the past and in the future, as well as a prejudgment interest in an amount to be proven at trial.
88. Plaintiffs are entitled to its attorney's fees and costs of court.

SIXTH CAUSE OF ACTION
(Defamation Per Se)
(Defendant, David J. Hancock)

89. Plaintiffs hereby incorporates and re-alleges all previous paragraphs as though set forth fully herein.
90. The Defamatory Material²¹ so published by Hancock were false and defamatory.
91. At the time Hancock published the Defamatory Material, wrote, and uttered the false statements discussed above, Hancock absolutely knew that they were false, or failed to take the proper steps to ascertain their accuracy, and instead published them with reckless disregard of whether they were true or not.
92. In publishing these false and defamatory matters, Hancock was motivated by actual malice, and wrongfully and willfully intended by the publication of the Defamatory Material and accompanying statements to injure Mr. Rose.
93. By reason of the defamatory publication and statements, Mr. Rose was greatly injured in his character and reputation, and suffered great pain and mental anguish, all to his damage.
94. Furthermore, Mr. Rose has suffered economic damages and has lost business opportunities due to Hancock and its actions, statements, and Defamatory Material.
95. Hancock clearly knew or should have known the absolute devastation his defamatory actions and conduct would have on Mr. Rose.
96. Hancock's baseless statements, its untrue and defamatory publication of the Defamatory Material, were made with actual malice, and Mr. Rose is entitled to an award of punitive damages from the Hancock in this litigation.

²¹ See Exhibit 4.

97. Without pleading punitive damages as a separate cause of action, Mr. Rose hereby puts Hancock on notice that his acts and omissions, which were the proximate cause of the above-described occurrences and damages, were of such an unjustifiable, willful and wanton nature, and so exhibited a malicious disregard for the character, reputation and health of the Mr. Rose, such that Mr. Rose shall request that a judgment for punitive damages be entered against the Hancock so as to punish Hancock and deter similar future conduct from it and on the part of others.
98. Furthermore, to mitigate further damages, Hancock should be enjoined from making further defamatory statements about Mr. Rose or further perpetuating those false statements he has already published.
99. Mr. Rose demands judgment against Hancock for injunctive relief and punitive damages in the amount of \$1,000,000.00 (one million dollars), along with interests, costs and such other and further relief as justice requires.

SEVENTH CAUSE OF ACTION
(Slander Per Se)
(Defendant, David J. Hancock)

100. Plaintiffs hereby incorporate and re-allege all previous paragraphs as though set forth fully herein.
101. Hancock statements, including but limited to, that Mr. Rose:
- i. “is a lunatic who has been trying to extort money out of the Rittenhouse’s,”
 - ii. “[t]his guys is an utter failure, joke and conman,”
 - iii. “Gordon likes to stalk, threaten, and extort people,”
 - iv. “Gordon is a fraud and he is no stranger to lying,” and

v. “Gordon is a criminal.”

were false when made and known by Hancock to be false at the time it made.²²

102. Hancock published the statements and were made for the sole purpose of causing harm to Mr. Rose and directing the alienation of Mr. Rose’s social media followers and business opportunities, knowing that Mr. Rose was not and never had been threatened, extorted, or conned anyone, specifically the Rittenhouse family.
103. Hancock has sought to sully Mr. Rose’s reputation and has used such false allegations to do nothing but hurt Mr. Rose personally and professionally.
104. Hancock’s actions in making the false and defamatory statements were knowing, willful, wanton, and intended to be and were the result of and motivated solely by actual malice.
105. Hancock’s allegations of Mr. Rose’s behaviors tended to and did injure Mr. Rose’s character, professional career, reputation, and constituted a slander per se of Plaintiff.
106. As a result of the slander per se of Mr. Rose planned and caused by Hancock, the Plaintiff has been damaged and is entitled to compensatory and punitive damages in an amount no less than \$1,000,000.00.
107. Mr. Rose demands judgment against Hancock, for injunctive relief and punitive damages in the amount of \$1,000,000.00 (one million dollars), along with interests, costs and such other and further relief as justice requires.

²² *Id.*

EIGHTH CAUSE OF ACTION
(Defamation)
(Defendant, David J. Hancock)

108. Plaintiffs hereby incorporate and re-allege all previous paragraphs as though set forth fully herein.
109. Hancock uttered one or more oral false statements which were intended to impugn Plaintiff's honesty, integrity, virtue, or reputation.
110. The defamatory statements made include, but are not limited to, the following statements:
- i. "is a lunatic who has been trying to extort money out of the Rittenhouse's,"
 - ii. "[t]his guys is an utter failure, joke and conman,"
 - iii. "Gordon likes to stalk, threaten, and extort people,"
 - iv. "Gordon is a fraud and he is no stranger to lying," and
 - v. "Gordon is a criminal."

[*Id.*]

111. Hancock's entire statement that Mr. Rose "is a lunatic who has been trying to extort money out of the Rittenhouse's," and every statement reasserting or referencing the same, is patently false.
112. Hancock's entire statement that Mr. Rose "[t]his guy is an utter failure, joke and conman," and every statement reasserting or referencing the same, is false.
113. Hancock's entire statement that Mr. Rose "likes to stalk, threaten, and extort people" and every statement reasserting or referencing the same, is false.
114. Hancock's entire statement that Mr. Rose "is a fraud and he is no stranger to lying" and every statement reasserting or referencing the same, is false.

115. Hancock's entire statement that Mr. Rose "is a criminal" and every statement reasserting or referencing the same, is false.
116. Hancock's entire statement that Mr. Rose, the slurs on Mr. Rose's character by Hancock, including his honesty, integrity, virtue, or reputation, the oral and written statements by Hancock defamed Mr. Rose.
117. Hancock's statements to and about Mr. Rose were made with ill will, and the desire and intention to injure Mr. Rose's reputation, professional career, character, and morals.
118. Hancock's statements to and about Mr. Rose have resulted in damage to his reputation and integrity, causing him to suffer actual loss of professional opportunities in his chosen profession/field, and the apprehension thereof, as well as pain and suffering and other damages which continue to accrue.
119. Mr. Rose demands judgment against Hancock, for injunctive relief and actual, compensatory damages in an amount of at least \$500,000.00 (five hundred thousand dollars), along with punitive damages, interests, costs, and such other and further relief as justice requires.

NINTH CAUSE OF ACTION
(Libel)
(Defendant, David J. Hancock)

120. Plaintiffs hereby incorporate and re-allege all previous paragraphs as though set forth fully herein.

121. On or about October 10 through 12, 2021, Hancock published Defamatory Material,²³ which among other things, falsely accused the Mr. Rose of being a conman, extortion, threatening, stalking, committing fraud, and being a criminal.
122. Hancock's publication of the false and highly upsetting statements contained with the publication, and anyone who should come across it, included by are not limited to, the following:
 - i. "[t]his guys is an utter failure, joke and conman,"
 - ii. "Gordon likes to stalk, threaten, and extort people,"
 - iii. "Gordon is a fraud and he is no stranger to lying," and
 - iv. "Gordon is a criminal."

[*Id.*]

123. The above written defamatory statements were false and maliciously intended to impugn the Mr. Rose's honesty, integrity, character, morality, or reputation.
124. The above written defamatory statements severely concerned Mr. Rose resulting in damage to his reputation (personally and professionally) and integrity.
125. The above written defamatory statements were likely read by numbers of people, including people who know and do, or did, business with Mr. Rose, and CAF.
126. Although damages are presumed in a libel case, Mr. Rose still shows that Hancock have caused damage and loss of professional opportunities and income in his chosen profession or field.

²³ *Id.*

127. Mr. Rose demands judgment against Hancock, for injunctive relief and general damages in an amount of at least \$1,000,000.00 (one million dollars), along with interests, costs and such other and further relief as justice requires.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs prays for a judgment against Defendants in an amount to be determined by the trier of fact for the following damages:

1. On the FIRST through FIFTH CAUSES OF ACTION, a money judgment of in the amount of no less than \$1,013,158.00;
2. On the SIXTH CAUSE OF ACTION, a money judgment against Mr. Rose in an amount no less than \$1,000,000.00, in punitive and an injunction preventing further conduct;
3. On the SEVENTH CAUSE OF ACTION, a money judgment against Mr. Rose in an amount no less than \$1,000,000.00, in punitive and an injunction preventing further conduct;
4. On the EIGHTH CAUSE OF ACTION, a money judgment against Mr. Rose in an amount no less than \$500,000.00, in actual, assumed, and punitive damages, and an injunction preventing further conduct;
5. On the NINTH CAUSE OF ACTION, a money judgment against Mr. Rose in an amount no less than \$1,000,000.00, in actual, assumed, and punitive damages, jointly and severally and an injunction preventing further conduct; and interest, costs, and attorneys' fees, along with such other and further relief as the Court deems just.

FURTHERMORE, Plaintiffs pray that this Court grant additional and further relief as follows:

6. For special and general damages to be determined by the trier of fact, but in an amount;

7. For pre- and post-judgment interest on all special damages pursuant to Utah law;
8. Attorney fees and costs to the extent allowed by law;
9. Punitive damages if allowed by statute or common law; and
10. Other relief as the Court may deem just and equitable.

SIGNED and DATED this 22nd day of October 2021.

HEIDEMAN & ASSOCIATES

/s/ Norman W. Peat, Jr.

NORMAN W. PEAT, JR.

Attorney for Plaintiff

VERIFICATION

STATE OF TEXAS)
 :ss.
COUNTY OF HARRIS)

On this ___ day of October 2021, personally appeared GORDON ROSE, on behalf of himself and for CLIP ARTIST FILM, LLC, Plaintiffs in the above-captioned Verified Complaint. GORDON ROSE, being first duly sworn upon oath, deposes and states that he has read the foregoing Verified Complaint, knows, and understands the contents thereof, and that the same is true to the best of his own knowledge, and affirms as his sworn testimony to the best of his knowledge and based on a reasonable inquiry into facts presently known, to which he verifies as his affidavit and affirms under penalty of criminal perjury.

DATED this _____ day of _____ 2021.

CLIP ARTIST FILM, LLC, and GORDON ROSE;
Plaintiffs

GORDON ROSE

SUBSCRIBED and SWORN to before me this ____ day of _____ 2021.

NOTARY PUBLIC in and for
the State of Texas
My Commission expires: _____