

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

BEAST INVESTMENTS, LLC,

Plaintiff,

v.

CELEBRITY VIRTUAL DINING, LLC,
VIRTUAL CONCEPTS HOLDINGS, INC., and
VIRTUAL DINING CONCEPTS, LLC,

Defendants,

**Index No.
653908/2023**

and

VIRTUAL DINING CONCEPTS, LLC,
CELEBRITY VIRTUAL DINING, LLC, and
VIRTUAL DINING OPERATIONS, LLC,

Counter-Claimants,

v.

BEAST INVESTMENTS, LLC and
JIMMY DONALDSON,

Counterclaim Defendants.

SUMMONS

To the above named Counterclaim Defendant:

**JIMMY DONALDSON
740 SE GREENVILLE BOULEVARD, STE 400-163
GREENVILLE, NC 27858**

YOU ARE HEREBY SUMMONED to answer the counterclaims brought in the Amended Answer in this action and to serve a copy of your answer, or, if the Amended Answer is not served with this summons, to serve a notice of appearance on the Counter-Claimants' attorneys within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty

(30) days after service is complete if this summons is not personally delivered to you within the State of New York) and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in such Amended Answer.

This action will be heard in the Supreme Court of the State of New York, County of New York. The basis of venue in New York County is CPLR § 501.

DATED: New York, New York
January 3, 2024

Respectfully submitted,

SUSMAN GODFREY L.L.P.

By /s/ William Christopher Carmody

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and Celebrity Virtual Dining, LLC.*

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**AMENDED
ANSWER AND
COUNTERCLAIMS**

Defendants, CELEBRITY VIRTUAL DINING, LLC, VIRTUAL CONCEPTS HOLDINGS, INC., and VIRTUAL DINING CONCEPTS, LLC (collectively, “VDC”), by their attorneys, Susman Godfrey LLP, hereby answer based on knowledge and belief the allegations in the Complaint filed by Plaintiff, BEAST INVESTMENTS, LLC (“Plaintiff”). All allegations not expressly admitted are denied, and VDC reserves the right to further supplement, amend, or revise this Amended Answer.

NATURE OF THE ACTION

1. VDC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1.

2. VDC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 2, except admits that (1) the COVID-19 pandemic presented significant economic challenges, including to the restaurant industry, and (2) Virtual Dining approached Jimmy Donaldson about a virtual dining brand which it explained would help struggling restaurants during the pandemic.

3. VDC admits that, on September 3, 2020, Virtual Dining Concepts, LLC entered into an Endorsement and Services Agreement (the “ESA”) with Donaldson and Beast Investments, LLC related to the promotion and marketing of a virtual dining brand selling burger products. That document speaks for itself.

4. VDC denies the allegations in Paragraph 4 as written, and lacks knowledge or information sufficient to form a belief regarding the authenticity and accuracy of the statements compiled in Plaintiff’s Exhibit B.

5. VDC lacks knowledge or information sufficient to form a belief regarding third-party reviews or the accuracy of these hearsay statements. VDC otherwise denies the allegations in this paragraph.

6. VDC denies the allegations in Paragraph 6 including, for among other reasons, because it contains legal conclusions as to which no response is required.

7. Denied.

8. VDC denies the allegations in Paragraph 8 including, for among other reasons, because it contains legal conclusions as to which no response is required.

JURISDICTION AND VENUE

- 9. Paragraph 9 contains legal conclusions as to which no response is required.
- 10. Paragraph 10 contains legal conclusions as to which no response is required.

THE PARTIES

- 11. VDC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 11.
- 12. Admitted.
- 13. VDC denies the allegations in Paragraph 13 including, for among other reasons, because it contains legal conclusions as to which no response is required.

FACTUAL ALLEGATIONS

- 14. VDC admits that, on September 3, 2020, Virtual Dining Concepts, LLC entered into the ESA with Donaldson and Beast Investments, LLC. VDC otherwise respectfully asserts that the ESA speaks for itself.
- 15. VDC denies the allegations in Paragraph 15 as written; it respectfully asserts that the ESA speaks for itself.
- 16. VDC denies the allegations in Paragraph 16 as written; it respectfully asserts that the ESA speaks for itself.
- 17. VDC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 17, except admits that: (1) the MrBeast Burger business was launched in December 2020; (2) by way of a joint effort, a MrBeast Burger pop-up restaurant was created by the parties, and Donaldson uploaded a video to YouTube entitled “I Opened A Restaurant That Pays You To Eat At It;” (3) Donaldson appears in the video to provide gifts to customers; (4) Donaldson announced the launch of the MrBeast Burger virtual business at the end of the video;

(5) the video now has more than 171 million views on YouTube; and (6) MrBeast Burger was an immediate success and sold more than one million burger products in its first three months.

18. VDC denies the allegations in Paragraph 18 as written, except admits that MrBeast Burger was described by *Forbes* magazine as “the fastest-growing restaurant brand in the country.”

19. VDC denies the allegations in Paragraph 19 as written; except admits that it opened 1,000 MrBeast Burger virtual dining locations in 2021.

20. Denied.

21. Denied.

22. VDC denies the allegations in Paragraph 22 including, for among other reasons, because it contains legal conclusions as to which no response is required.

23. Denied.

24. VDC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 24.

25. VDC admits that, on January 24, 2022, Virtual Dining Concepts, LLC and Beast Investments, LLC entered into a Letter Agreement. That document speaks for itself.

26. VDC denies the allegations in Paragraph 26, except admits that it opened a brick-and-mortar MrBeast Burger location in September 2022.

27. VDC denies the allegations in Paragraph 27, except admits that, as part of its effort to expand its business, it applied to register trademarks for “MrBeast Burger” in the European Union, Canada, Thailand, Singapore, Mexico, and Malaysia. VDC respectfully asserts that the ESA speaks for itself.

28. Paragraph 28 contains legal conclusions as to which no response is required. To the extent a response is required, VDC denies the allegations in this paragraph, except admits that the

ESA contains the language included in this paragraph as a block quotation. VDC respectfully asserts that the ESA speaks for itself.

29. Denied.

30. Denied.

31. VDC denies the allegations in Paragraph 31 including, for among other reasons, because it contains legal conclusions as to which no response is required.

FIRST CAUSE OF ACTION

(Declaratory Judgment)

(Against All Defendants)

32. VDC repeats and re-asserts its responses to all prior paragraphs.

33. Paragraph 33 contains a legal conclusion as to which no response is required.

34. VDC denies the allegations in Paragraph 34 including, for among other reasons, because it contains legal conclusions as to which no response is required.

35. Admitted.

36. Paragraph 36 contains legal conclusions as to which no response is required. To the extent a response is required, VDC denies the allegations, except admits that Beast Investments, LLC has made the contentions included in this paragraph.

37. VDC admits that it has denied the existence of any breaches by Defendants and has denied that Plaintiff has the right to terminate. VDC asserts that Plaintiff and Donaldson have themselves breached the contracts in numerous ways.

38. VDC denies the allegations in Paragraph 38 including, for among other reasons, because it contains legal conclusions as to which no response is required.

SECOND CAUSE OF ACTION

(Breach of Contract)

(Against All Defendants)

39. VDC repeats and re-asserts its responses to all prior paragraphs.

40. Denied. The ESA and Letter Agreement speak for themselves.

41. VDC denies the allegations in Paragraph 41 including, for among other reasons, because it contains legal conclusions as to which no response is required.

42. VDC denies the allegations in Paragraph 42 including, for among other reasons, because it contains legal conclusions as to which no response is required.

43. VDC denies the allegations in Paragraph 43 including, for among other reasons, because it contains legal conclusions as to which no response is required.

44. VDC denies the allegations in Paragraph 44 including, for among other reasons, because it contains legal conclusions as to which no response is required.

45. VDC denies the allegations in Paragraph 45 including, for among other reasons, because it contains legal conclusions as to which no response is required.

THIRD CAUSE OF ACTION

(Accounting)

(Against All Defendants)

46. VDC repeats and re-asserts its responses to all prior paragraphs.

47. VDC denies the allegations in Paragraph 47 including, for among other reasons, because it contains legal conclusions as to which no response is required.

48. VDC denies the allegations in Paragraph 48 including, for among other reasons, because it contains legal conclusions as to which no response is required.

49. VDC denies the allegations in Paragraph 49 including, for among other reasons, because it contains legal conclusions as to which no response is required.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

50. The Complaint fails to state a cause of action against VDC upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

51. The Complaint's claims are barred, in whole or in part, because of material breaches of contractual obligations owed by both Beast Investments, LLC and Donaldson pursuant to the ESA and Letter Agreements, and the implied covenant of good faith and fair dealing.

THIRD AFFIRMATIVE DEFENSE

52. Beast Investments, LLC is barred from recovery, in whole or in part, by virtue of its having failed to take appropriate steps to avoid and/or mitigate damages.

FOURTH AFFIRMATIVE DEFENSE

53. Beast Investments, LLC is barred from recovery, in whole or in part, by the doctrine of laches.

FIFTH AFFIRMATIVE DEFENSE

54. Beast Investments, LLC is barred from recovery, in whole or in part, by the doctrine of unclean hands.

SIXTH AFFIRMATIVE DEFENSE

55. Beast Investments, LLC's claims are barred, in whole or in part, by the doctrine of estoppel.

SEVENTH AFFIRMATIVE DEFENSE

56. Beast Investments, LLC's claims are barred, in whole or in part, by documentary evidence.

EIGHTH AFFIRMATIVE DEFENSE

57. Beast Investments, LLC's claims are barred, in whole or in part, by a lack of causation.

NINTH AFFIRMATIVE DEFENSE

58. Upon information and belief, no damages have been sustained by Beast Investments, LLC based on the causes of action alleged in the Complaint.

RESERVATION OF RIGHTS

59. VDC has not knowingly or intentionally waived any applicable defenses and expressly reserves the right to further amend or supplement this Amended Answer to assert other and additional defenses not asserted herein to which they become aware through discovery or other investigation.

PRAYER FOR RELIEF

60. WHEREFORE, having fully answered the allegations set forth in the Complaint dated August 14, 2023, VDC respectfully requests that the Court enter judgment in its favor: (a) dismissing the claims in the Complaint in their entirety; (b) awarding VDC attorneys' fees, costs, and expenses to the extent permitted by law; and (c) granting such other and further relief as the Court may deem just and proper.

COUNTERCLAIMS¹

Counter-Claimants Virtual Dining Concepts, LLC, Celebrity Virtual Dining, LLC, and Virtual Dining Operations, LLC (together, “Virtual Dining”), by their attorneys, Susman Godfrey, LLP, as and for Counterclaims against Counterclaim Defendants Beast Investments, LLC (“BI”) and Jimmy Donaldson a/k/a MrBeast (“Donaldson,” and together with BI, “Counterclaim Defendants”), hereby allege as follows:

INTRODUCTION

61. This case is about a social media celebrity who believes his fame means that his word does not matter, that the facts do not matter, and that he can renege and breach his contractual obligations without consequence. He is mistaken.

62. Like any parties to a contract, Donaldson and his licensing company, Beast Investments, must be held to their word, and held accountable for repeated contractual breaches and other misconduct, including but not limited to: (i) failing to comply with contractual publicity and promotional obligations; (ii) failing to publicly support the Brand and, in fact, undermining it; (iii) making untruthful or misleading statements; (iv) denying access to and blocking jointly-owned social media accounts; (v) making disparaging comments; (vi) failing to form one or more jointly owned entities; (vii) reaping exclusive profits from the sale of unauthorized merchandise for the co-owned Brand; (viii) violating non-solicitation obligations; (ix) applying without authorization to register intellectual property belonging to the Brand; (x) breaching the implied covenant of good faith and fair dealing; (xi) tortiously interfering with Virtual Dining’s contractual

¹ Counter-Claimants Virtual Dining Concepts, LLC and Celebrity Virtual Dining, LLC previously filed an action stating claims against BI and Donaldson, captioned *Virtual Dining Concepts, LLC v. Beast Investments, LLC*, Index No. 653792/2023 (the “VDC Action”). Although the VDC Action was filed August 7, 2023, one week before this action was filed, at the request of the Court and given overlapping issues of law and fact, the parties have filed a Stipulation of Discontinuance in the VDC Action. As recorded in that stipulation, Counter-Claimants reserve the right to proceed first at any trial in this action.

relationships; and (xii) tortiously interfering with Virtual Dining's prospective business advantages.²

63. This wanton conduct has caused Virtual Dining to suffer enormous financial harm.

64. Virtual Dining are pioneers of the "virtual restaurant." The virtual restaurant allows brick-and-mortar restaurants to utilize their excess kitchen capacity to prepare delivery-only orders for online restaurant brands. Virtual restaurants operate from the same kitchen as traditional establishments and focus on menus that easily suit many restaurant kitchens, without the need for new equipment. Virtual restaurants rely heavily on third-party food delivery apps such as Uber Eats, DoorDash, Seamless, and Grubhub to deliver orders to customers. Recognizing the need and filling an important niche to help the restaurant industry and its employees, Virtual Dining established several delivery-only online restaurant brands and concepts.

65. Although the virtual restaurant concept was conceived before the COVID-19 pandemic and was always intended to be a new "vertical" in the restaurant industry, its popularity surged during the pandemic, when brick-and-mortar restaurants emptied out overnight. Diners, who were reluctant to enter physical restaurants or were prevented from doing so by government restrictions, still craved restaurant-style meals. The virtual restaurant concept allowed restaurants to derive a significant source of additional revenue to support their struggling businesses during the pandemic and continue to employ their staff.

66. In an effort to further grow this new business, Virtual Dining approached Donaldson about becoming the face of a virtual restaurant brand, "MrBeast Burger" (or the "Brand"), in exchange for a share of the revenue and, later, a stake in the business. Donaldson was

² Upon information and belief, Donaldson also evidently misappropriated Virtual Dining's trade secrets in violation of New York law. Virtual Dining's investigation is ongoing, and they expressly reserve their rights to further amend and assert such violation(s) at the appropriate time.

already one of if not the fastest-growing digital creators globally, having amassed a loyal and extensive fanbase by creating a genre of YouTube videos featuring elaborate stunts and by creating a persona, inaccurately as it has turned out, suggesting that he is more interested in charity than profit. With approximately 210 million reported subscribers as of November 2023, he is reportedly the most-subscribed “individual user” on YouTube.

67. Donaldson and his licensing company, BI, thereafter executed an Endorsement and Services Agreement with Celebrity Virtual Dining, LLC on September 3, 2020, agreeing to jointly develop and promote a restaurant business operating under the Brand. In critical part—and in view of Donaldson’s enormous social media following and online platform—Donaldson and BI specifically agreed to publicly support the Brand, and not to make disparaging, false, misleading, or otherwise defamatory comments about either the Brand or Virtual Dining.

68. In a November, 2020 event designed to test and help launch MrBeast Burger, Virtual Dining organized and staffed a one-day “pop-up” that took place in the town of Wilson, North Carolina, just a few miles from Donaldson’s hometown of Greenville. Donaldson and his three closest friends gave away free meals and prizes to thousands of Donaldson’s fans. A line of cars outside the temporary brick-and-mortar location was so long—reportedly more than 20 miles—that police officers had to shut down the restaurant for disrupting traffic.

69. Pursuant to the parties’ bargain, Donaldson thereafter posted a YouTube video featuring the pop-up event and announcing the launch of MrBeast Burger. The video quickly became the number one trending video on YouTube, “MrBeast Burger” landed in the top five most popular Google searches, and the MrBeast Burger mobile application became the most downloaded app on iTunes and Google Play.

70. While Virtual Dining originally planned to open MrBeast Burger in a smaller, select

number of locations, BI and Donaldson pushed Virtual Dining to open MrBeast Burger in as many locations as possible. Virtual Dining worked diligently to comply with this demand, and secured partnerships with approximately 300 restaurants across the country for the launch of MrBeast Burger.

71. The undeniably satisfying menu was an instant hit. Due to the overwhelming number of orders, restaurants routinely sold out following the Brand's launch. Within three months after launching, it was apparent that the Brand was an extraordinary success, and Donaldson and BI continued to push to accelerate its growth.

72. As the MrBeast Burger business boomed, Donaldson and his licensing company, BI, schemed to exploit their leverage and renege on their agreements in retaliation for Virtual Dining declining to renegotiate the agreement between the parties.

73. For example, in an effort to pressure Virtual Dining into transferring to him part of their interests in MrBeast Burger, Donaldson bullied Virtual Dining on social media and threatened to terminate the parties' agreements if Virtual Dining did not accede to his demands. In so doing, he fabricated a number of purported "breaches" of the parties' agreements, each of which was demonstrably false, without justification, and intended to interfere with or otherwise harm the Brand and Virtual Dining.

74. For example, Donaldson latched onto various complaints about the burgers themselves as a breach of contract—they were not. While there were some complaints about the burgers, as is customary for any burger restaurant, those were relatively few in number compared to the overall number of burgers sold. Every restaurant gets periodic bad reviews and every company that sells product to the public has unsatisfied customers. The reality is that the overwhelming majority of customers were highly satisfied, and the product was excellent.

75. MrBeast Burger depended on the combined efforts of hundreds of restaurants cooking the same menu. Virtual Dining never cooked any of the Brand products themselves, but rather put into place the underlying infrastructure using their restaurant industry expertise and business know-how.

76. Virtual Dining are professionals with decades of restaurant and business experience; Donaldson had no such background or experience. Donaldson did, however, offer fame and a massive global platform—on the express promise that he would use that platform to promote, and not disparage, the Brand. But for Donaldson’s opportunism, disparagement, and interference, MrBeast Burger would have continued its explosive growth.

77. But rather than being a responsible and mature business partner, Donaldson was determined to lever his fame and platform against Virtual Dining. Despite the fact that they put Donaldson into the food business, he decided to pressure them to sell all or a material portion of MrBeast Burger to him by using his massive online presence to sabotage the Brand and Virtual Dining’s business. Armed with his celebrity and many millions of followers, Donaldson disparaged the Brand and Virtual Dining in a slew of highly damaging social media posts, which were quickly amplified in numerous media outlets, just as he intended, and viewed by millions of users, including Virtual Dining’s actual and prospective customers and business partners. For example, on or about June 8, 2023, Donaldson posted the following on Twitter in reference to MrBeast Burger:



78. And on or about June 16, 2023, Donaldson tweeted in response to a follower's inquiry as to whether Donaldson will "retire" MrBeast Burger:



79. More recently, on or about July 20, 2023, Donaldson tweeted in response to an apparently dissatisfied MrBeast Burger customer:



80. During his campaign to torpedo the Brand, Donaldson nevertheless unwittingly conceded that he, in fact, had a "*deal*."

81. Donaldson's baseless and unlawful disparagement had the intended effect: MrBeast Burger's reputation was materially damaged if not destroyed, customers abandoned the Brand, and Virtual Dining's hard-won relationships with vendors, partners, and suppliers were shattered, causing damages to Virtual Dining that, according to the evidence and Donaldson's own

statements regarding the value of MrBeast Burger, are at least in the nine-figure range. Sadly, Donaldson's conduct has also damaged the bottom lines of hundreds of restaurants across the country and around the world.

82. As a result, Virtual Dining are left with no choice but to bring these claims to enforce their contractual rights and hold Donaldson and BI liable for their unlawful conduct.

PARTIES

83. Virtual Dining Concepts, LLC is a Florida limited liability company with its principal place of business in Orlando, FL.

84. Celebrity Virtual Dining, LLC is a Florida limited liability company with its principal place of business in Orlando, FL. CVD is a wholly owned subsidiary of Virtual Dining Concepts.

85. Virtual Dining Operations, LLC is a Florida limited liability company with its principal place of business in Orlando, FL. VDO is a wholly owned subsidiary of Virtual Dining Concepts.

86. Upon information and belief, BI is a North Carolina limited liability company with its principal place of business in Greenville, NC. BI is the alter ego of Donaldson, who exercised complete domination and control of the operation, management, and financial affairs of BI and used his power over BI to further his tortious conduct against Virtual Dining, as described in this Amended Answer.

87. Upon information and belief, Jimmy Donaldson is a resident of the state of North Carolina.

88. Virtual Dining are informed and believe, and based thereon allege, that each Counterclaim Defendant at all times mentioned in this Amended Answer was the agent, employee,

partner, joint venture, alter ego, and/or employer of the other Counterclaim Defendant and was at all times herein mentioned acting within the course and scope of that agency, employment, partnership, ownership or joint venture. Virtual Dining are further informed and believe, and thereon allege, that the acts and conduct of each Counterclaim Defendant were known to, authorized by and/or ratified by the other Counterclaim Defendant, and each of them.

JURISDICTION AND VENUE

89. This Court has personal and subject matter jurisdiction over Counterclaim Defendants because they did business and contractually submitted to the in personam jurisdiction of this Court. The parties' Endorsement and Services Agreement provides that all proceedings to resolve disputes thereunder shall be initiated and conducted in New York.

90. Venue is proper in New York County under CPLR 501 and 503(a).

FACTUAL ALLEGATIONS

91. As referenced above, Virtual Dining specialize in linking pre-existing restaurant kitchens with virtual restaurant brands, which permits the pre-existing restaurants to make food for another brand while maintaining their own establishments. In 2020, Virtual Dining joined forces with Donaldson and his licensing company, BI, to debut the virtual restaurant brand, MrBeast Burger, which, as referenced above, was an extraordinary success.

92. Before Donaldson's misconduct, over 1,500 MrBeast Burger locations operated in 45-plus states and Washington, D.C., with approximately 200-plus locations internationally covering more than 10 countries, and the Brand was expanding rapidly.

93. Despite the overwhelming positive customer reactions and the sale of millions of MrBeast Burger products, there were, as expected and is customary, occasional complaints regarding quality, timeliness of delivery, and/or wrong orders by customers. These complaints are

similar in type and quantity to what one would expect on a routine basis with any restaurant, including the large and reputable restaurant chains that partnered with Virtual Dining in preparing MrBeast Burger products. Indeed, customer reviews of MrBeast Burger met or exceeded industry averages, and the Brand was overwhelmingly well-received by the media, the general public, and customers alike. By way of brief illustration only, in 2022, of the 2 million orders placed on Door Dash and Uber Eats alone, almost 70% of customer reviews included 5-star ratings, with analogous ratios in 2023, and in 2023, almost half of MrBeast Burger customers are returning customers.

The Endorsement and Services Agreement

94. Celebrity Virtual Dining, LLC, BI, and Donaldson documented their relationship in an Endorsement and Services Agreement (the “ESA”), dated September 3, 2020. Pursuant to the ESA, the parties agreed that Donaldson is a celebrity whose identity and services have commercial value and that Celebrity Virtual Dining could and would use Donaldson’s name, image, and likeness in support of a mutually agreeable virtual dining restaurant brand.

95. The ESA provided for a four-year term, during which time BI would cause Donaldson to attend production sessions to create marketing materials, attend personal appearances, provide ongoing social media support, author approved quotes, and otherwise publicly support the Brand.

96. Pursuant to the ESA, the intellectual property developed for the Brand, including for use in any MrBeast Burger merchandising, would be jointly owned by Celebrity Virtual Dining and BI.

97. Further, neither party was permitted to disparage the other, the ESA, the Brand, their representatives, or their products and/or services.

98. Donaldson’s mother executed the ESA as an authorized representative of BI and on

behalf of Donaldson personally pursuant to a power of attorney.

The Letter Agreement

99. Given the undeniable success of MrBeast Burger, Donaldson negotiated to acquire an even greater interest in what he rightly concluded was an incredibly valuable venture.

100. On or about January 24, 2022, Virtual Dining Concepts, LLC and BI entered into a Letter Agreement which, among other things, amended certain portions of the ESA, including extending the ESA's term indefinitely, contemplated the formation of one or more joint venture entities to own and operate the Brand, agreed on opening MrBeast Burger brick-and-mortar restaurants, and required Virtual Dining Concepts to transfer stock in its business to BI.

Donaldson and BI Attempt to Further Procure an Even Greater Stake in MrBeast Burger and Improperly Reap Exclusive Profits from Brand Merchandise and Trademarks

101. Recognizing the significant and increasing value of the MrBeast Burger business, in or about November 2022, February 2023, and June 2023, Donaldson and BI attempted to re-trade on the ESA and Letter Agreement in order to obtain a larger share of the Brand. The proposals were unreasonable and unacceptable to Virtual Dining, which rejected them.

102. Also throughout 2022, Donaldson and BI improperly developed, advertised, and sold MrBeast Burger merchandise without authorization. Despite the ESA providing that any MrBeast Burger products, including any MrBeast Burger intellectual property, were co-owned by Celebrity Virtual Dining and BI, Donaldson and BI reaped exclusive profits from this unauthorized merchandizing, which included more than thirty separate products—such as MrBeast Burger tee-shirts, hoodies, jackets, hats, burger and crinkle-cut fry plush toys, and pins—earning hundreds of thousands of dollars in gross sales as of October 2022, according to BI's own records.

103. In an effort to further the unauthorized sale of the Brand's products without Virtual Dining's consent, and without regard to MrBeast Burger's co-ownership, upon information and

belief, Donaldson and BI also applied to register multiple MrBeast Burger trademarks, including in foreign jurisdictions.

Donaldson and BI Falsely Accuse Virtual Dining of “Breach” and Purport to Terminate the Agreements

104. Frustrated by their inability to extract a new deal more favorable to BI and Donaldson, on March 30, 2023, BI’s counsel sent a letter to Virtual Dining fabricating several alleged “breaches” of the ESA and Letter Agreement.

105. After touting and appreciating the Brand’s success, Donaldson and BI falsely alleged that MrBeast Burger, based on select negative customer feedback, had “materially and irreparably tarnished” Donaldson’s reputation.

106. This was patently false. As noted above, MrBeast Burger’s reviews are overwhelmingly positive. And, Donaldson’s “reputation” had not been tarnished, much less “materially” or “irreparably.”

107. Indeed, Donaldson himself tweeted in July 2023 various metrics and statistics showing that in the first half of 2023, during the period he claims to have been “materially and irreparably tarnished” his social media exposure (the metrics upon which he and his brand thrive) had drastically improved. Specifically, in July 2023, Donaldson’s own management company touted that Donaldson “now has more than 430M followers across all of his social channels;” that “he’s the fastest growing YouTuber this year . . .;” that “he’s doubled his average views (in 30 days) per YouTube video since 2022;” that “he’s the fastest growing TikTok channel from January to May (15.5M new followers);” and that “Jimmy’s Instagram has seen the most growth of all his social platforms this year (+150%).” The post ended with the following accolade: “Not bad for the first half of 2023, can’t wait to see where he’s at at the end of 2023.”

108. In short, Donaldson himself has refuted, if not eviscerated, his claim that his

reputation had been “tarnished” by Virtual Dining or the Brand, much less that it had been tarnished “irreparably.”

109. BI and Donaldson next accused Virtual Dining of filing international trademark registrations for MrBeast Burger without their prior written consent. This too was false. Virtual Dining have always acknowledged that they have no ownership rights in any of Donaldson’s intellectual property. However, the trademark applications were for MrBeast Burger, and were therefore jointly owned by the parties pursuant to the ESA and Letter Agreement. Virtual Dining always intended to assign the trademarks to the parties’ jointly owned company per the Letter Agreement, but Donaldson and BI willfully failed to finalize and blocked the necessary corporate paperwork to create that company. Virtual Dining remain ready, willing, and able to transfer those trademarks to a jointly owned company.

110. BI and Donaldson then asserted that Virtual Dining failed to create a jointly owned company and to permit BI and Donaldson to appoint a manager thereof. BI and Donaldson again ignored the facts. As noted, it was BI and Donaldson who failed to finalize the paperwork and blocked the formation of the company; and while Virtual Dining hired an interim manager for the Brand (with the parties’ agreement), BI and Donaldson failed to retain a permanent manager despite Virtual Dining bearing the cost of the search.

111. Finally, BI and Donaldson falsely accused Virtual Dining of failing to transfer shares in Virtual Dining Concepts, LLC’s business pursuant to the Letter Agreement, even though Virtual Dining had already done so on or about March 28, 2022.

112. In an April 5, 2023 letter to BI and Donaldson, Virtual Dining spelled out these facts, rejecting BI and Donaldson’s baseless accusations, and demanding that they rescind their assertion of breach or default and their purported right to terminate.

BI and Donaldson Hijack MrBeast Burger's Social Media Accounts and Knowingly and Intentionally Disparage and Damage the Brand and Its Business

113. BI and Donaldson refused to withdraw their notice of breach and threat to terminate the parties' agreements. Instead, they resorted to gamesmanship and various bad acts to sabotage the MrBeast Burger venture in violation of the parties' agreements.

114. On April 21, 2023, Virtual Dining posted to the "MrBeast Burger" Twitter, TikTok, and Instagram accounts an announcement of MrBeast Burger's launch in Mexico and Ireland. Later that day, those posts were unexpectedly deleted by Donaldson's management team, which also changed the login credentials for the accounts, cutting off Virtual Dining's access to them. As Donaldson well knew and knows, because of the Brand's "virtual restaurant" model, social media is the Brand's primary and essential means of promotion and communicating with fans, customers, and potential customers. As a result, social media engagement was specifically subject to a carefully-curated online marketing campaign managed by Social Supply Co. (a social media consulting firm) and Virtual Dining. Given Virtual Dining's inability to promote MrBeast Burger through the Brand's social media accounts, both directly and via the bargained-for marketing services from Social Supply Co., sales declined and have continued to decline. But that was only the beginning.

115. On or about June 8, 2023, Donaldson took an improper, disparaging, and malicious online swipe at the Brand, tweeting:



116. Ironically, Donaldson had no qualms about promoting Feastables, his chocolate

brand, which has had similar issues, as evidenced by the following illustrative Amazon.com review calling the product “TERRIBLE!!”:

★☆☆☆☆ TERRIBLE!!

Reviewed in the United States on November 27, 2022

Verified Purchase

I purchased 6 bags of non returnable poop! Terrible doesn't even begin to describe them. They look nothing like the description. Absolutely no quality control.



117. Later that same day, Donaldson again tweeted, in reference to MrBeast Burger:



118. Donaldson knew and intended that these messages would cause irreparable harm to MrBeast Burger among his loyal and fanatical online followers—the Brand’s primary customers. Donaldson further knew and intended that these messages would damage the Brand’s reputation among its current and prospective business partners, and knew that such disparagement would thus operate to the detriment of the Brand’s financial performance and, in turn, BI’s and Donaldson’s ownership value in the Brand.

119. Donaldson’s misconduct continued. On or about June 16, 2023, he perpetuated the rumor that the Brand was closing, triggering widespread concern and confusion amongst customers, market partners, and vendors as to whether the business would continue to operate:



120. When a fan asked: “So this means during the upcoming days you will “retire” MrBeast Burger,” Donaldson tweeted in response, disparaging Virtual Dining:



121. On or about July 20, 2023, Donaldson continued his relentless attack on MrBeast Burger and Virtual Dining, even as he acknowledged, and breached, contractual obligations:



122. Even though certain of these tweets were deleted, they were nonetheless memorialized forever in numerous online articles (“MrBeast says he’s ‘moving on’ from MrBeast

Burger”³; “MrBeast Announces End of MrBeast Burger”⁴; “MrBeast has allegedly stepped back from MrBeast Burger”⁵; “MrBeast Steps Back From MrBeast Burger Raising Concerns About Quality Control”⁶; “MOVING ON MrBeast confirms fan favorite burger is discontinued after ‘quality’ control issues only days after new product launch”⁷; “MrBeast Wants Out of MrBeast Burger”⁸; “MrBeast “moving on” from Beast Burger restaurants after just two years”⁹; “MrBeast: I Want To Move On From Beast Burger, Enjoy Feastables ‘100x More’”¹⁰; “MrBeast Disavows MrBeast Burger Ghost Kitchens Over Quality Concerns.”¹¹

123. As Donaldson had planned, the damage was done. In the wake of his false, misleading, and disparaging Tweets in June and July 2023, sales of MrBeast Burger products plummeted. Compared to the Brand’s success in early 2023, following Donaldson’s online campaign to besmirch the Brand and Virtual Dining, sales fell by more than 50%. In turn, such financial loss severely reduced BI’s and Donaldson’s ownership value in the MrBeast Burger business.

AS AND FOR A FIRST COUNTERCLAIM
(Breach of the ESA – Against BI and Donaldson)

124. Virtual Dining repeat and reallege the allegations of paragraphs 61 to 123 of this Amended Answer as if fully repeated here.

³ <https://www.restaurantbusinessonline.com/technology/mrbeast-says-hes-moving-mrbeast-burger>
⁴ <https://comicbook.com/gaming/news/mrbeast-announces-end-of-beast-burger/>
⁵ <https://www.nrn.com/delivery-takeout-solutions/mrbeast-has-allegedly-stepped-back-mrbeast-burger>
⁶ <https://centennialworld.com/mrbeast-burgers-steps-back-burgers-concerns-quality-control/>
⁷ <https://www.the-sun.com/money/8394841/mrbeast-burgers-discontinued-quality-control-issues/#%3A~%3Atext%3DMOVING%20ON-%2CMrBeast%20confirms%20fan%20favorite%20burger%20is%20discontinued%20after%20%27quality%27%20control%2Cdays%20after%20new%20product%20launch%26text%3DYOUTUBE%20philanthropist%20MrBeast%20has%20confirmed%2Ca%20few%20years%20of%20service->
⁸ <https://www.yahoo.com/lifestyle/mrbeast-wants-mrbeast-burger-173000487.html>
⁹ <https://www.dexerto.com/entertainment/mrbeast-moving-on-from-beast-burger-restaurants-after-just-two-years-2180833/>
¹⁰ <https://thespoon.tech/mrbeast-i-want-to-move-on-from-beast-burger-enjoy-feastables-1000x-more/>
¹¹ <https://popculture.com/celebrity/news/mrbeast-disavows-mrbeast-burger-ghost-kitchens-over-quality-concerns/>

125. The ESA is a valid and enforceable contract between Celebrity Virtual Dining, LLC and Counterclaim Defendants.

126. Celebrity Virtual Dining, LLC has complied with and performed all of its obligations under the ESA except to the extent prevented by Counterclaim Defendants.

127. As a result of the foregoing conduct described above, Counterclaim Defendants have materially breached various provisions of the ESA, including, without limitation, Section 3(a) (by failing to attend important production sessions to make marketing materials for the Brand); Section 3(b) (by failing to make required personal appearances in support of the Brand); Section 3(d) (by failing to provide ongoing social media support for the Brand and making social media posts that severely damaged or destroyed the Brand); Section 3(e) (by failing to publicly support the Brand and, in fact, undermining it); Section 6(a) (by knowingly making untruthful and misleading statements about the Brand and its products); Section 10 (by denying Virtual Dining access to the Brand's social media accounts and creating, marketing, and selling unauthorized Brand merchandise and applying to register unauthorized Brand trademarks); and Section 28 (by disparaging Virtual Dining, the ESA, the Brand, Virtual Dining's market partners, and Virtual Dining's products and services).

128. Celebrity Virtual Dining, LLC is therefore entitled to recover all losses it has and will suffer as a result of such breaches, plus interest, costs and attorneys' fees pursuant the ESA, in an amount to be determined at trial.

AS AND FOR A SECOND COUNTERCLAIM
(Breach of the Letter Agreement – Against BI)

129. Virtual Dining repeat and reallege the allegations of paragraphs 61 to 128 of this Amended Answer as if fully repeated here.

130. The Letter Agreement is a valid and enforceable contract between Virtual Dining

Concepts, LLC and BI.

131. Virtual Dining Concepts, LLC has complied with and performed all of its obligations under the Letter Agreement except to the extent prevented by Counterclaim Defendants.

132. As a result of the foregoing conduct described above, BI has materially breached various provisions of the Letter Agreement, including, without limitation, the Business Structure provision (by, for example, failing to form a jointly owned company for the Brand's brick-and-mortar business); the Business Promotions provision (by, for example, failing to promote the Brand's brick-and-mortar restaurant consistent with Counterclaim Defendants' existing promotional obligations in the ESA); the Transition to C-Corp provision (by, for example, failing to form a jointly owned company to own and operate the Brand); the Definitive Agreements provision (by, for example, failing to use good faith, commercially reasonable efforts to negotiate and finalize the transaction documents), and the Non-Compete/Non-Solicitation provision (by, among other things and for example, enticing away, persuading and/or attempting to persuade clients/customers, suppliers, market partners, and other vendors to discontinue their relationship with Virtual Dining Concepts, LLC and go elsewhere).

133. Virtual Dining Concepts, LLC is therefore entitled to recover all losses it has and will suffer as a result of such breaches, plus interest, costs and attorneys' fees pursuant to the ESA, the terms of which are incorporated into the Letter Agreement, in an amount to be determined at trial.

AS AND FOR A THIRD COUNTERCLAIM

(Breach of the Implied Covenant of Good Faith and Fair Dealing – Against BI and Donaldson)

134. Virtual Dining repeat and reallege the allegations of paragraphs 61 to 133 of this Amended Answer as if fully repeated here.

135. Counterclaim Defendants owed Virtual Dining a duty to deal fairly and in good faith under the ESA and the Letter Agreement, including using Donaldson's fame and massive social media following to promote MrBeast Burger. An essential component of MrBeast Burger was the good will associated with Donaldson's involvement in and social media support of the MrBeast Burger business. Without Donaldson's active and positive participation in the Brand, the very premise of the MrBeast Burger business would not exist.

136. BI and Donaldson deprived Virtual Dining of the fruits of the ESA and Letter Agreement by using Donaldson's fame and massive social media following to unfairly and without justification: disparage MrBeast Burger and Virtual Dining, directly undermining the sale of MrBeast Burger's products, and, in turn, BI's and Donaldson's ownership value from the same; and persuade customers to purchase food products other than that of MrBeast Burger.

137. Additionally, Counterclaim Defendants deprived Virtual Dining of the fruits of the Letter Agreement by refusing to cooperate with Virtual Dining to effectuate the ownership structure contemplated by the Letter Agreement and otherwise carry out the terms of the Letter Agreement.

138. As a result of BI and Donaldson's actions, Counterclaim Defendants have breached the implied covenant of good faith and fair dealing contained in the ESA and Letter Agreement.

139. Virtual Dining have been damaged by Defendants' actions and are therefore entitled to recover all associated losses plus interest, costs and attorneys' fees pursuant the ESA, the terms of which are incorporated into the Letter Agreement, in an amount to be determined at trial.

AS AND FOR A FOURTH COUNTERCLAIM
(Injunction – Against BI and Donaldson)

140. Virtual Dining repeat and reallege the allegations of paragraphs 61 to 139 of this

Amended Answer as if fully repeated here.

141. Notwithstanding the ESA's prohibition against Counterclaim Defendants making "any disparaging, false, misleading or otherwise defamatory comments about the other, this Agreement, the Brand, or any of their members, managers, officers, employees, agents, consultants, affiliates, products and/or services," Donaldson and BI have used their social media platform to disparage and damage MrBeast Burger and Virtual Dining, and Virtual Dining lack any means from preventing them from continuing to disparage MrBeast Burger and Virtual Dining.

142. As a result, Virtual Dining have been and will be irreparably harmed.

143. Virtual Dining have no adequate remedy at law.

144. Virtual Dining are entitled to a permanent injunction precluding Donaldson and BI from disparaging MrBeast Burger and Virtual Dining, and from enticing away, persuading or attempting to persuade clients/customers, suppliers, market partners, and other vendors to discontinue their relationships with MrBeast Burger or Virtual Dining.

AS AND FOR A FIFTH COUNTERCLAIM
(Tortious Interference With Contractual Relations – Against Donaldson)

145. Virtual Dining repeat and reallege the allegations of paragraphs 61 to 144 of this Amended Answer as if fully repeated here.

146. Virtual Dining have established contractual relationships with restaurants (i.e., market partners) that prepare MrBeast Burger products, vendors that supply those restaurants, platforms which market and sell MrBeast Burger products, a social media consulting firm which promotes the Brand, and others.

147. Donaldson knew that the Brand's very business model relied upon contractual relationships with third parties. He knew that Brand products were cooked by vendors and market

partners who contracted with VDO, for instance; he knew that the products were delivered by third party platforms such as UberEats and Door Dash, which also sourced customers and processed transactions; and he knew that the Brand was promoted online by a third-party company. Donaldson's awareness of such contractual relationships is evidenced by, for illustrative purposes only, his communications with Virtual Dining and others and by his June 16, 2023 Tweet in which he acknowledged the "2,000 restaurants" producing MrBeast Burger products.

148. Donaldson was also aware of the Letter Agreement between Virtual Dining Concepts, LLC and Beast Investments, LLC.

149. Donaldson was further aware that Celebrity Virtual Dining, LLC had retained a social media consulting firm, Social Supply Co., to create and execute an online marketing strategy in the best interest of the Brand.

150. Donaldson intentionally interfered with these contractual relationships and induced multiple third parties to terminate their contractual relationships with Virtual Dining. Among other things, Donaldson: (a) made false and disparaging social media posts that were intended to tarnish MrBeast Burger and Virtual Dining, thereby procuring the breach of the Letter Agreement between BI and Virtual Dining Concepts, LLC; (b) persuaded or attempted to persuade market partners to discontinue contractual relationships with Virtual Dining Operations, LLC through negative and disparaging comments and social media posts about MrBeast Burger and Virtual Dining; and (c) prevented Celebrity Virtual Dining, LLC from accessing or approving the Brand's social media channels, thereby procuring the breach of the contract between Celebrity Virtual Dining, LLC and SSC. Donaldson's interference was intentionally aimed at procuring the breach of contractual duties by third parties owed to Virtual Dining.

151. Donaldson's interference was without legitimate justification, was knowing,

wanton, and willful and was motivated by malice, wantonness, and/or intent to inflict injury by unlawful means, beyond mere self-interest or other economic considerations. Indeed, Donaldson's interference operated to the direct and substantial detriment of the Brand's financial performance; in turn, such interference substantially reduced BI's and Donaldson's ownership value in the Brand, and was thus not in Donaldson's economic self-interest.

152. As a direct result of Donaldson's actions, Virtual Dining have incurred, and will continue to incur, substantial financial harm.

153. Virtual Dining are entitled to recover all losses they have suffered and will suffer as a result of Donaldson's actions in an amount to be determined at trial, plus interest and punitive damages.

AS AND FOR A SIXTH COUNTERCLAIM

(Tortious Interference With Prospective Business Advantage – Against Donaldson)

154. Virtual Dining repeat and reallege the allegations of paragraphs 61 to 153 of this Amended Answer as if fully repeated here.

155. Virtual Dining have established actual and prospective business relationships with restaurants (i.e., market partners) that prepare MrBeast Burger products, vendors that supply those restaurants, platforms which market and sell MrBeast Burger products, a social media consulting firm which manages the Brand's social media presence and online engagement with MrBeast Burger customers, and others.

156. Donaldson was aware of Virtual Dining's actual and prospective business relationships with third parties, as evidenced by, for illustrative purposes only, his communications with Virtual Dining and others and by his June 16, 2023 tweet in which he acknowledged the "2,000 restaurants" that sell MrBeast Burger products. Donaldson was also aware of other actual and potential relationship opportunities, including putting MrBeast Burger in restaurants and on

menu with one or more national restaurant chains and other outlets and vendors. By way of illustration, but for Donaldson's interference, Virtual Dining would have continued their relationships and entered into new relationships with these chains, outlets, vendors, and other third parties.

157. Virtual Dining had a reasonable expectation of ongoing and additional business relationships with these third parties, and others, as evidenced, by way of illustration only and among other things, by the Letter Agreement's extension of the term of the ESA.

158. Donaldson intentionally interfered with these business relationships and prospective business advantages and other prospective relationships going forward, through wrongful means directed at Virtual Dining's actual and potential business partners. Among other things, Donaldson disparaged Virtual Dining and the Brand and made damaging social media posts, which upon information and belief were viewed by millions (with millions of more impressions), including by the actual and prospective business partners themselves, which were not made in good faith to support MrBeast Burger and which, in fact, disparaged and severely undermined Virtual Dining and MrBeast Burger.

159. As a result of Donaldson's interference, whose conduct was directed at Virtual Dining's actual and prospective business partners, and which was for the purpose of harming Virtual Dining as alleged above, Virtual Dining have lost out on continued relationships and future business opportunities to enter relationships with such third parties including restaurants and other vendors, and suffered harm to their reputation and goodwill by virtue of Donaldson's misleading, disparaging, and harmful social media posts, which adversely affected or destroyed the Brand.

160. Donaldson's interference was without legitimate justification, was knowing, wanton, and willful and was motivated by malice, wantonness, and/or intent to inflict injury by

unlawful means, beyond mere self-interest or other economic considerations. Indeed, Donaldson’s interference operated to the direct and substantial detriment of the Brand’s financial performance; in turn, such interference substantially reduced BI’s and Donaldson’s ownership value in the Brand, and was thus not in Donaldson’s economic self-interest.

161. As a direct result of Donaldson’s actions, Virtual Dining have incurred, and will continue to incur, substantial financial harm.

162. Virtual Dining are entitled to recover all losses they have and will suffer as a result of Donaldson’s actions in an amount to be determined at trial, plus interest and punitive damages.

AS AND FOR A SEVENTH COUNTERCLAIM
(Declaratory Judgment – ESA)

163. Virtual Dining repeat and reallege the allegations of paragraphs 61 to 162 of this Amended Answer as if fully repeated here.

164. Counterclaim Defendants have asserted that Celebrity Virtual Dining, LLC breached the ESA. Celebrity Virtual Dining disputes that it breached the ESA. This is a justiciable controversy.

165. Accordingly, Celebrity Virtual dining requests a judgment declaring that: (a) it has not breached any provision of the ESA; (b) to the extent it has breached the ESA, it has cured any such breach; (c) to the extent it has not cured any breach, it shall have thirty days to cure such breach; and (d) Counterclaim Defendants have no right to terminate the ESA.

AS AND FOR AN EIGHTH COUNTERCLAIM
(Declaratory Judgment – Letter Agreement)

166. Virtual Dining repeat and reallege the allegations of paragraphs 61 to 165 of this Amended Answer as if fully repeated here.

167. Counterclaim Defendants have asserted that Virtual Dining Concepts, LLC

breached the Letter Agreement. Virtual Dining Concepts disputes that it breached the Letter Agreement. This is a justiciable controversy.

168. Accordingly, Virtual Dining Concepts requests a judgment declaring that: (a) it has not breached any provision of the Letter Agreement; (b) to the extent it has breached the Letter Agreement occurred, it has cured any such breach; (c) to the extent it has not cured any breach, it shall have thirty days to cure such breach; and (d) BI has no right to terminate the Letter Agreement.

WHEREFORE, Virtual Dining respectfully request that judgment be entered:

- (a) On their First Counterclaim granting Celebrity Virtual Dining, LLC damages in an amount to be determined at trial, plus interest;
- (b) On their Second Counterclaim granting Virtual Dining Concepts, LLC damages in an amount to be determined at trial, plus interest;
- (c) On their Third Counterclaim granting Virtual Dining damages in an amount to be determined at trial, plus interest;
- (d) On their Fourth Counterclaim enjoining Counterclaim Defendants from disparaging MrBeast Burger or Virtual Dining, and from enticing away, persuading or attempting to persuade clients/customers, suppliers, market partners, and other vendors to discontinue their relationships with MrBeast Burger or Virtual Dining;
- (e) On their Fifth Counterclaim granting Virtual Dining damages in an amount to be determined at trial, plus interest and punitive damages;
- (f) On their Sixth Counterclaim granting Virtual Dining damages in an amount to be determined at trial, plus interest and punitive damages;

- (g) On their Seventh Counterclaim, a declaration that (i) Celebrity Virtual Dining, LLC has not breached any provision of the ESA; (ii) to the extent it has breached the ESA, it has cured the breach; (iii) to the extent it has not cured any breach, that it shall have thirty days to cure such breach; and (iv) Counterclaim Defendants have no right to terminate the ESA;
- (h) On their Eighth Counterclaim, a declaration that (i) Virtual Dining Concepts, LLC has not breached any provision of the Letter Agreement; (ii) to the extent it has breached the Letter Agreement, it has cured the breach; (iii) to the extent it has not cured any breach, that it shall have thirty days to cure such breach; and (iv) Counterclaim Defendants have no right to terminate the Letter Agreement;
- (i) Granting Virtual Dining costs and reasonable attorneys' fees as contemplated by paragraph 21 of the ESA; and
- (j) Granting Virtual Dining such other, further, and different relief that may be just and proper.

Dated: January 3, 2024
New York, New York

Respectfully submitted,

SUSMAN GODFREY L.L.P.

/s/ William Christopher Carmody

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Dining Concepts, LLC*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on January 3, 2024, all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the New York State Courts Electronic Filing (“NYSCEF”) system.

Dated: January 3, 2024
New York, New York

/s/ Zach Fields

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