

MARKO DRAPIC,	§	
	§	
<i>Claimant,</i>	§	
	§	
vs.	§	CLAIMANT MARKO DRAPIC’S
	§	ARBITRATION DEMAND
CRYPTOZOO INC., a Delaware	§	
Corporation, LOGAN PAUL, DANIELLE	§	
STROBEL, JEFF LEVIN, EDDIE	§	
IBANEZ, JAKE GREENBAUM a/k/a	§	
CRYPTO KING, and OPHIR BENTOV	§	
a/k/a BEN ROTH,	§	
	§	
<i>Defendant.</i>	§	

I. NATURE OF ACTION

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4. Danielle Strobel is Logan Paul's assistant and one of the founders of CryptoZoo Inc.

5. Jeff Levin is Logan Paul's manager and one of the founders of CryptoZoo Inc.

6. Eddie Ibanez is the lead developer of CryptoZoo and one of the founders of CryptoZoo Inc.

7. Jake Greenbaum a/k/a Crypto King is one of the founders of CryptoZoo Inc.

8. Ophir Bentov a/k/a Ben Roth is the manager of the CryptoZoo community.

9. Respondents promoted CryptoZoo Inc.'s products using Mr. Paul's online platforms to consumers unfamiliar with digital currency products, leading to tens of thousands of people purchasing said products. Unbeknownst to the customers, the game did not work or never existed, and Respondents manipulated the digital currency market for Zoo Tokens to their advantage.

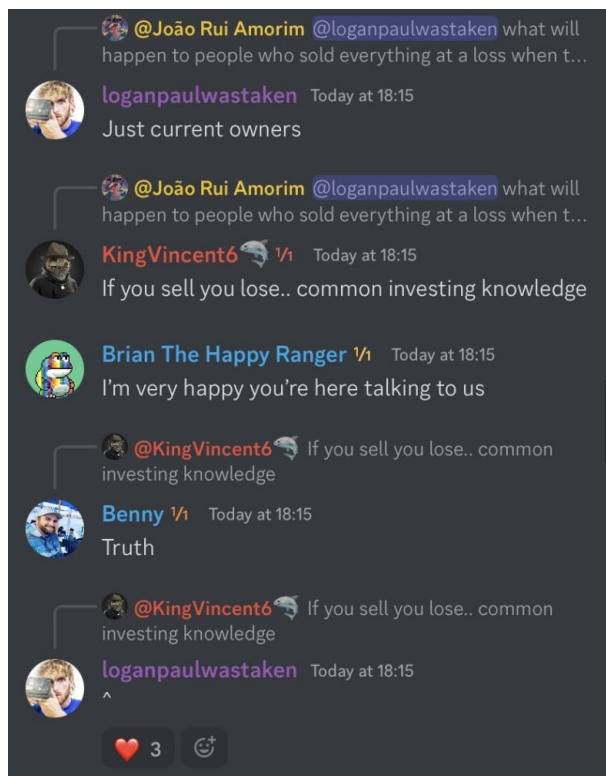
10. The Respondents executed a "rug pull," which is a colloquial term used to describe a scheme in which an NFT developer solicits funds from prospective NFT purchasers promising them certain benefits. Once the purchasers' funds are used to purchase the NFTs, the developers abruptly abandon the project and fail to deliver the promised benefits all while fraudulently retaining the purchasers' funds.

11. As part of Respondents' NFT scheme, Respondents marketed CZ NFTs to purchasers by falsely claiming that, in exchange for transferring cryptocurrency to purchase the CZ NFT, purchasers would later receive benefits, including, among other things, rewards, exclusive access to other cryptocurrency assets, and the support of an online ecosystem to use and market CZ NFTs. In reality, soon after completing the sale of all their CZ NFTs, Respondents, together with others, transferred millions of the Claimant and other purchasers' cryptocurrency to,

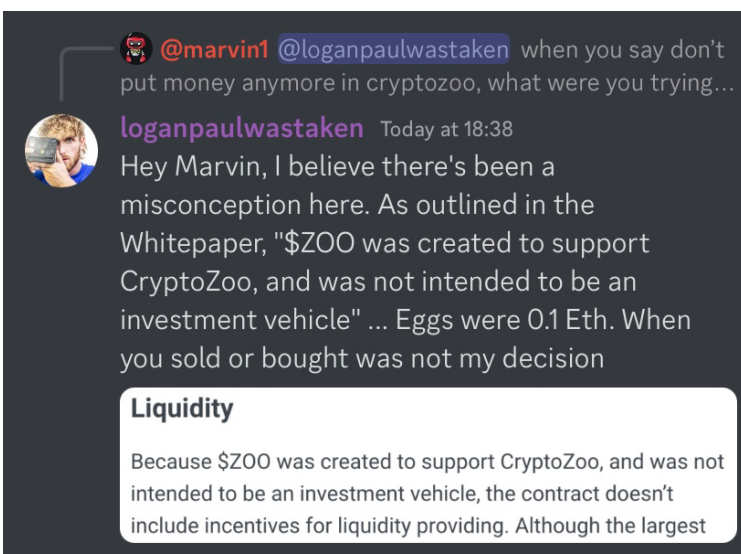
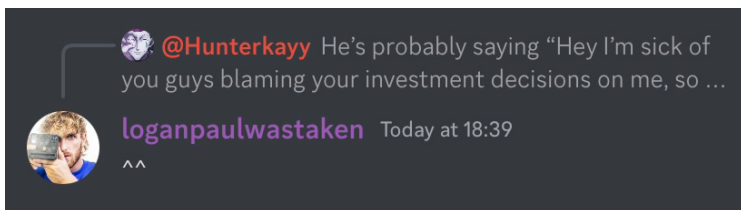
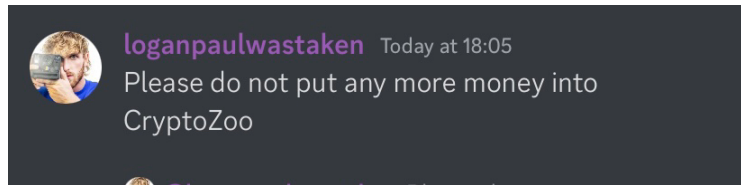
among other places, wallets controlled by Respondents.

12. Acknowledging CryptoZoo’s failings on January 13, 2023, Mr. Paul released a video promising to (1) “burn” his and Mr. Levin’s Zoo Tokens, (2) create a “rewards program for disappointed Base Egg and Base Animals holders,” and (3) to finish and deliver the game. The Rewards program involves “burn[ing] your Base Egg or Base Animal for the mint price (0.1 Eth/equivalent in BNB)”—only two of three sets of CZ NFTs in CryptoZoo. The program does not include Respondents’ profitable Zoo Tokens used to participate in the failed CryptoZoo or the third set of CZ NFTs, Hybrid Animals.

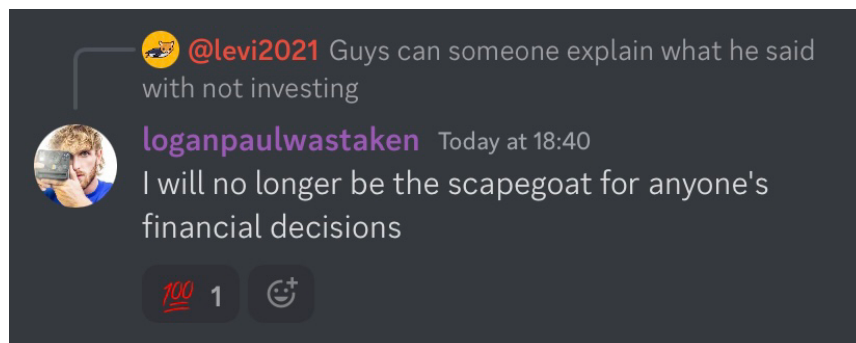
13. Around the same time, Mr. Paul—or someone acting on his behalf—posted messages to the CryptoZoo community confirming the exclusion of consumers who had already sold CZ NFTs from the “rewards program.”



14. Paul also posted that no one in the CryptoZoo community should put any more money into CryptoZoo, framing it as an investment, before saying CryptoZoo was “not intended as an investment vehicle.”



15. Mr. Paul stated he “would no longer be the scapegoat for anyone’s financial decisions” in denying responsibility for Claimant and the CryptoZoo community’s losses.



16. This action seeks redress from Respondents for their fraudulently promoting and selling products that did not function as advertised, failing to support the CryptoZoo project, and manipulating the digital currency. Respondents operated this fraudulent venture to exploit and steal from Claimant and other customers who trusted Mr. Paul’s false representations. As a result, Respondents defrauded Claimant and thousands of other consumers, and unjustly enriched themselves by profiting off Claimant and others without delivering on their promises.

17. Claimant is one of numerous consumers who purchased digital CZ NFT products from Respondents that did not function as promised and who was damaged by Respondents’ manipulation of the market for the digital currency used to purchase the CZ NFTs. Claimant seeks past and future compensation for Respondents’ fraudulent actions and other damages available under his causes of action.

II. SUBJECT MATTER JURISDICTION AND VENUE

18. Jurisdiction is proper because Respondents established JAMS as the venue to resolve disputes in their terms of service.

19. Claimant has satisfied all conditions precedent, if any, to the filing of this Demand.

III. BACKGROUND ON DIGITAL ASSETS, CRYPTOCURRENCY, AND NFTS

20. A “cryptocurrency” is a digital or “virtual” currency circulated over the Internet as a form of value. Cryptocurrencies are created, and their transaction records are verified and maintained, by a decentralized system using cryptography, rather than through a centralized authority like a bank or government. Like traditional fiat currency, there are multiple types of cryptocurrency—e.g., Bitcoin, Ether, and Binance Token (“BNB”). Due to its decentralized nature and limited regulation, cryptocurrency users can transfer funds over the blockchain more anonymously compared to traditional banking and credit systems.

21. Cryptocurrency owners typically store their cryptocurrency in digital “wallets,” which are identified by unique electronic “addresses.” Wallets allow cryptocurrency users to store and retrieve their digital assets, and can hold multiple cryptocurrencies. Each digital wallet has a unique cryptographic address, which is used to facilitate transfers of cryptocurrency between wallet addresses.

22. These types of cryptocurrency transactions are completed using (1) a “public key,” which is akin to a bank account number or public-facing email address, and (2) a corresponding “private key,” which is akin to a bank 4-digit PIN or email password that allows a user the ability to access and transfer value or information stored at the public address. Users may transfer cryptocurrency to the public address represented as a case-sensitive string of letters and numbers, 26 to 36 characters long. Each public address is controlled and/or accessed using a unique corresponding private key. Only the holder of an address’s private key can authorize transfers of cryptocurrency from that address to another cryptocurrency address. A user may control multiple public blockchain addresses simultaneously.

23. Each cryptocurrency transaction, regardless of the cryptocurrency denomination, is recorded on a “blockchain,” which acts as a public accounting ledger. Unlike a traditional bank’s

ledger, the transactions reflected in a blockchain are distributed across numerous participants that, together, form a network. For each cryptocurrency transaction occurring on a blockchain, the blockchain public ledger records, among other things, the following transaction details: the date and time; the unique cryptocurrency addresses involved in the transaction, including the addresses of the sending and receiving parties; and the amount of cryptocurrency transferred.

24. The blockchain does not identify the parties who control the cryptocurrency addresses involved in each transaction. However, because each cryptocurrency address is unique, anyone can review other transactions recorded on the blockchain related to the transfer and trace the flow of cryptocurrency. Tracing cryptocurrency to a particular user can be complicated, however, by a user's reliance on multiple cryptocurrency addresses to transfer funds or the use of "mixers," which, in practice, can be used to obscure the link between the sender and receiver of transferred cryptocurrency by commingling cryptocurrencies from multiple transferring parties into a pool before sending specific amounts on to an intended recipient.

25. An NFT is a unique digital item that is recorded on a blockchain and cannot be copied, substituted, or subdivided. In other words, each NFT is a one-of-a-kind digital item. NFTs can also be transferred on the blockchain. Many NFTs exist as part of the Ethereum blockchain. Like cryptocurrencies, NFTs are uniquely identifiable on the blockchain. Once minted, an NFT can no longer be edited, modified, or deleted.

26. NFTs can be created in multiple forms, but one of the most common types of NFTs is an image data file similar to a .jpeg image file. However, unlike a .jpeg image file, the NFT provides the owner with an electronic image and corresponding certificate of ownership. NFTs can also act as a "utility" token, allowing an NFT owner to access reward programs, giveaways, and access to other digital assets by virtue of their NFT ownership.

27. NFTs are created through a process referred to as “minting” and relies on the use of a “smart contract.” A smart contract is a piece of computer code that runs on a blockchain. In simple terms, a smart contract is a program that automatically executes defined tasks when and if certain conditions are met. A smart contract system often follows “if . . . , then . . .” statements. For example, a smart contract might be coded to release electronic currency to a party automatically upon the occurrence of an agreed-upon event without the need for further action by either party to the contract. The minting of NFTs relies on smart contracts to govern the creation, sale, and any subsequent transfers of the NFTs after minting. NFT smart contract code is publicly viewable on the blockchain.

IV. MISNOMER / ALTER EGO

27. In the event any parties are misnamed or are not included here, it is Claimant’s contention that such was a “misidentification,” “misnomer,” and/or such parties are/were “alter egos” of parties named here. Alternatively, Claimant contends that such “corporate veils” should be pierced to hold such parties properly included in the interest of justice.

V. PRINCIPAL-AGENT LIABILITY

28. All allegations here of acts or omissions by Respondents include, but are not limited to, acts and omissions of such Respondents’ officers, directors, operators, managers, supervisors, employees, affiliates, subsidiaries, vice-principals, partners, agents, servants, and owners. Claimant alleges that such acts and omissions were committed or made with express and/or implied authority of the Respondents, or were ratified or otherwise approved by the same Respondents; or otherwise that such acts or omissions were made in the routine, normal course of the actor’s employment or agency, and within the scope of the agency or employment, as the case may be.

VI. FACTUAL ALLEGATIONS AS TO CLAIMANT

29. Claimant was a viewer of Mr. Paul's online shows. While Claimant was watching Mr. Paul's videos in late 2021, Mr. Paul advertised his new project: an NFT game called CryptoZoo. Mr. Paul promoted CryptoZoo as a "game that makes you money" with a "massive team" supporting it, funded by "like a million" dollars Mr. Paul claimed to have invested. The release date for the game to consumers was supposedly set for September of 2021. Respondents released the Zoo Tokens and CZ NFTs on September 1, 2021—but CryptoZoo was still not functional. Trusting Mr. Paul's promises that CryptoZoo would be functional, Claimant purchased Zoo Tokens with other digital currency and used the tokens to purchase CZ NFTs from Respondents to participate in their digital game.

30. Claimant currently has 148,152,363 Zoo tokens and 1 CZ NFT in a digital wallet. He invested around \$6,000 in CryptoZoo, first purchasing Zoo Tokens on October 28, 2021, and 2 CZ NFTs on November 3rd, 2021—before selling 1 CZ NFT on March 28, 2022.

31. After the launch date came and went, CryptoZoo was not released as advertised and the value of the Zoo Tokens and CZ NFTs plummeted. The value continued to drop because Respondents manipulated the market for Zoo Tokens by buying and selling them in bulk. Respondents caused Claimant to effectively lose the vast majority of the value of the assets he used to purchase the Zoo Tokens.

32. Respondents' scheme caused damages to Claimant and other consumers. Respondents knew consumers like Claimant would be convinced to purchase their products by Respondents' false representations of profit and a functional game.

33. On information and belief, Respondents made the business decision to forego an expensive and time-consuming process to create a functional CryptoZoo game or support it, and

instead deliberately undertook a scheme to defraud Claimant and other consumers.

34. On information and belief, June 11, 2021, was considered internally by Respondents as “Zoo Day,” the day upon which they released—without any public notice—their digital products for purchase on the Binance blockchain. On Zoo Day, and until the release was publicly announced, Respondents purchased these digital products at an artificially low value. Soon after the project was publicly announced, one or more of Respondents, sold large amounts of the digital products for an immediate and large profit, effectively stealing the money of consumers who had invested. Respondents knew they were supposed to hold onto any early purchased digital products until months after the public release because they knew that selling before then constitutes a “rug pull” and is fraudulent. Due to the unconscionability of Respondents’ fraudulent scheme, Respondents should disgorge the revenue, profit, and any other gains made therefrom to Claimant.

35. On information and belief, Respondents manipulated the Zoo Token market. Their standard operating procedure has been to promise products they failed to deliver on only to abandon the project and community they promised to support. Due to these unconscionable practices, Respondents should disgorge any revenue, profits, or any other gains from their scheme to Claimant.

36. Respondents knew or should have known that they were falsely advertising a non-functional product and that consumers would be deceived by their false representations. Respondents acted with reckless disregard when they made such false representations and are responsible for Claimant’s damages.

VII. CAUSES OF ACTION

A. COUNT ONE: FRAUD

37. Claimant incorporates by reference the foregoing paragraphs of this Demand as if fully set forth here.

38. Respondents failed to disclose that CryptoZoo was non-functional as promoted and that they would not be supporting the project.

39. Upon information and belief, Respondents have no practice of providing promised products/projects and supporting said projects/products.

40. This is a signal attribute of fraud because Respondents represented to provide the promoted products/projects and to do what was best for the Claimant and other consumers. Moreover, in related context and as previously alleged, Respondents had a duty to provide the promoted products/projects and to do what was best for the Claimant, investors, and other consumers, but chose to proceed in violation of this duty.

41. Rather than make candid, straightforward disclosure of their material failures, Respondents ignored them.

42. Claimant and other consumers were ignorant of these material failures and did not stand in equal opportunity with Respondents to know they existed. They had no way of knowing what sort of products/projects would be implemented or what contractual terms Respondents injected to immunize their scheme. In this context these purported contractual terms have the additional effect of intentionally misleading Claimant and other consumers concerning Respondents' practices. These customers cannot reasonably expect that Respondents would take their assets and fail to provide a functional CryptoZoo, fail to support the community, or manipulate the Zoo Token market. But this is reflected repeatedly in Claimant's statements as presented in this Demand.

B. COUNT TWO: EXPRESS BREACH OF CONTRACT

43. Claimant incorporates by reference the foregoing paragraphs of this Demand as if fully set forth here.

44. Claimant alleges that he entered into valid and enforceable express contracts, or was a third party beneficiary of valid and enforceable express contracts, with Respondents.

45. The valid and enforceable express contracts that Claimant entered with Respondents include Respondents' representations that they would provide a functional version of CryptoZoo at the time the Zoo Tokens and CZ NFTs were publicly noticed and/or released as for sale. The express contracts also include violations of Respondents' then-current terms of service.

46. Under these express contracts, Respondents and/or their affiliated contractors or associates, promised and were obligated to: (a) provide a functional version of CryptoZoo, upon which the value of Zoo Tokens and CZ NFTs were at least partially dependent; and (b) provide the agreed terms in exchange for Claimant's and other consumers investments in Respondents' products/services. In exchange, Claimant and other consumers agreed to pay money for these products/services.

47. Both the (a) provision of a functioning CryptoZoo and (b) the obligation that Respondents "will strive to do the best for the project and the community" of participants in CryptoZoo—amongst other obligations—were material aspects of these agreements.

48. At all relevant times, Respondents expressly represented in their promotions that CryptoZoo would be functional by September 1, 2021, and they "will strive to do the best for the project and the community [of participants in CryptoZoo]." Respondents had a duty to provide a functional CryptoZoo product, especially if they were taking assets from Claimant and other consumers in exchange for access to it. Instead, Respondents pocketed Claimant's and other

consumers' money and mostly forgot, according to the publicly available information, about the "failed endeavor" until receiving negative media attention.

49. Respondents' express representations—including, but not limited to, express representations found in their advertising and promotion—formed an express verbal contract/offer requiring Respondents to provide a functional CryptoZoo and to "strive to do the best for the project and the community [of participants in CryptoZoo]."

50. Claimant trusted Respondents' representations and proposed agreements related to their products. Yet Respondents failed to provide the promoted product and do what was best for their consumers, even lying about the underlying investment in the project. The CryptoZoo Tokens and CZ NFTs are essentially worthless, in part because CryptoZoo was never released. Claimant would not have entered into these agreements with Respondents without believing CryptoZoo would function and be supported by Respondents.

51. A meeting of the minds occurred, as Claimant and other consumers invested in Respondents digital products in exchange for, amongst other things, a functioning CryptoZoo and Respondents' support of it.

52. Claimant performed his obligations under the contract when he paid for Respondents' digital products.

53. Respondents materially breached their contractual obligations to provide a functional CryptoZoo and support the project.

54. Respondents materially breached the terms of these express contracts, including, but not limited to, the terms stated in their promotions and then-current terms of service.

55. The ensuing damages were a reasonably foreseeable consequence of Respondents' actions in breach of these contracts.

56. As a result of Respondents' failure to fulfill obligations promised in these contracts, Claimant and other consumers did not receive the full benefit of the bargain, and instead received products that were of a diminished value to that described in the agreements. Respondents therefore damaged Claimant in an amount at least equal to the difference in the value of the Zoo Tokens and CZ NFTs he paid for, and the value he was left with.

57. Had Respondents disclosed that CryptoZoo was nonfunctional, or that they were not going to support the project, neither the Claimant nor any reasonable person would have purchased/invested in Respondents' products/services.

58. As a direct and proximate result of these breaches, Claimant has been harmed and has suffered, and will continue to suffer, actual damages and injuries, including without limitation the loss of assets and loss of use of those assets, out-of-pocket expenses, and the loss of the benefit of the bargain he had struck with Respondents.

59. Claimant is entitled to compensatory and consequential damages suffered as a result of these breaches.

C. COUNT THREE: IMPLIED BREACH OF CONTRACT

60. Claimant incorporates by reference the foregoing paragraphs of this Demand as if fully set forth here.

61. When Claimant and other consumers provided their investments/monies to Respondents in exchange for Respondents' services and products required to participate in CryptoZoo, they entered into implied contracts with Respondents under which Respondents agreed to reasonably provide a functional CryptoZoo and support it.

62. Respondents solicited and invited Claimant and other consumers to invest/pay for its digital products as part of Respondents' regular business practices. Claimant accepted

Respondents' offers and provided assets to Respondents.

63. In entering into such implied contracts, Claimant reasonably believed and expected that Respondents would provide a functional CryptoZoo and support the project.

64. Claimant provided assets to Respondents reasonably believing and expecting that Respondents would provide a functional CryptoZoo and support the project.

65. Claimant would not have provided his assets to Respondents in the absence of the implied contract between him and Respondents to provide a functional CryptoZoo and support the project.

66. Claimant would not have entrusted his assets to Respondents in the absence of their implied promise provide a functional CryptoZoo and support the project.

67. Claimant fully and adequately performed his obligations under the implied contracts with Respondents.

68. Respondents breached their implied contracts with Claimant by failing to provide a functional CryptoZoo and support the project.

69. As a direct and proximate result of Respondents' breaches of the implied contracts, Claimant sustained damages as alleged here.

70. Claimant is entitled to compensatory and consequential damages suffered as a result of these breaches.

D. COUNT FOUR: UNJUST ENRICHMENT

71. Claimant incorporates by reference the foregoing paragraphs of this Demand as if fully set forth herein.

72. As a direct and proximate result of Respondents' intentional and unlawful taking of Claimant's assets without providing the promised product/services, Claimant has been deprived

of the profits and other benefits of purchasing/investing in Respondents' products. Respondents have been unjustly enriched by its wrongful receipt and retention of profits and other benefits it deprived Claimant and, in equity, Respondents should not be allowed to retain their revenues and benefits.

73. Claimant is entitled to a judgment requiring Respondents to disgorge all sums they have received as revenue and other benefits arising from its unconscionable and unlawful failure to provide a functional CryptoZoo, failure to support the project, and manipulation of the Zoo Token market.

E. COUNT FIVE: VIOLATION OF DELAWARE'S PROHIBITED TRADE PRACTICES ("DPTP")

74. Claimant incorporates by reference the foregoing paragraphs of this Demand as if fully set forth here.

75. Claimant is a consumer under the DPTP.

76. Respondents' conduct concerning their false advertising, failure to provide the promised products/services, manipulation of the Zoo Token market, failure to disclose information concerning the progress of CryptoZoo, and failure to support Claimant and the CryptoZoo community, as enumerated in this Demand, constitute false, unfair, misleading, unconscionable, and/or deceptive acts under the DPTP. These facts were known to Respondents at all times and done with the intent to induce Claimant and consumers to provide assets to Respondents, remain in the program after it initially failed, or engage in transactions that they would not otherwise have engaged had the information withheld been known to them.

77. Respondents conduct concerning their misrepresentations and failures as enumerated in this Demand was unfair, misleading, and unconscionable under the DPTP.

78. Respondents should not be allowed to rely on their terms of service to escape

liability for their accused practices and profit from their own wrong.

79. As a direct and proximate result of Respondents' intentional, unconscionable, misleading, unfair, and unlawful conduct, Claimant has been deprived of the profits and other benefits of purchasing/investing in Respondents' products/services.

80. Claimant has been damaged by Respondents' willful violation of the DPTP and is entitled to relief in the form of treble damages, attorneys' fees, and costs.

F. COUNT SIX: NEGLIGENCE

81. Claimant incorporates by reference the foregoing paragraphs of this Demand as if fully set forth herein.

82. By representing to the public that CryptoZoo would be functional, was seeded with around a million dollars, and that the CryptoZoo community would be supported, Defendants had a duty of care to use reasonable means to provide the promised products/services, not manipulate the Zoo Token market, and support Claimant and the other members of the CryptoZoo community.

83. Respondents' duty of care to provide the promised products/services, not manipulate the Zoo Token market, and support Claimant and the other members of the CryptoZoo community arose from the special relationship that existed between Claimant and Respondents. Respondents were positioned to ensure that the promised products/services would be delivered, that the Zoo Token market was not manipulated, and to support Claimant and the other members of the CryptoZoo community.

84. Respondents breached their duties, and thus were negligent, by failing to provide the promised products/services, not manipulating the Zoo Token market, and failing to support Claimant and the other members of the CryptoZoo community. The specific negligent acts and omissions committed by Respondents include, but are not limited to:

- a. Promoting products or services, that did not exist as promoted, causing Claimant to purchase said products or services under false pretenses;
- b. Representing that CryptoZoo would be functional and making false representations despite that knowledge;
- c. Willfully failing to provide functional products and services to their consumer, even after receiving revenues from their fraudulent venture;
- d. Willfully manipulating the market for Zoo Tokens and their NFTs; and
- e. Willfully failing to support Claimant and the CryptoZoo community.

85. It was foreseeable that Respondents' failures to provide the promised products/services, not manipulate the Zoo Token market, and support Claimant and the other members of the CryptoZoo community would result in one or more types of injuries to Claimant.

86. Claimant is entitled to compensatory and consequential damages suffered as a result of Respondents' negligent failures.

G. COUNT SEVEN: FRAUDULENT MISREPRESENTATION

87. Claimant incorporates by reference the foregoing paragraphs of this Demand as if fully set forth here.

88. Respondents fraudulently represented to the public that CryptoZoo would be functional and that they would be supporting the project and the CryptoZoo community.

89. Upon information and belief, Respondents knew that CryptoZoo would never be functional and that they had no intention of supporting the project or the CryptoZoo community, including Claimant.

90. Respondents had a duty to tell its consumers, including Claimant, that CryptoZoo would never be functional and that they had no intention of supporting the project or the CryptoZoo community.

91. Rather than make candid, straightforward disclosures to their consumers, including

Claimant, Respondents willfully concealed that CryptoZoo would never be functional and that they had no intention of supporting the project or the CryptoZoo community.

92. Claimant would not have purchased Respondents' products but for his reliance on Respondents' material statements that CryptoZoo would be functional and that they would be supporting the project and the CryptoZoo community.

93. As a result, Claimant is entitled to compensatory and consequential damages suffered as a result of Respondents' fraudulent representations.

H. COUNT EIGHT: CONSPIRACY TO COMMIT FRAUD

94. Claimant incorporates by reference the foregoing paragraphs of this Demand as if fully set forth here.

95. Respondents conspired with one another and potentially others as yet unknown to commit the acts set forth in this Demand.

96. Said conspiracy constitutes a conspiracy to defraud Claimant and other consumers.

97. Claimant, unaware of the falsity of statements made by Respondents, and in reliance on their accuracy, paid money to Respondents based on such fraudulent statements. Claimant has been damaged as a result of Respondents' conspiracy to commit fraud.

VIII. DAMAGES

98. Claimant hereby adopts by reference each and every foregoing paragraph of the stated in this Demand as if fully and completely set forth here.

99. Respondents' conduct and actions discussed above proximately caused injury to Claimant, which resulted in:

- i. Loss of use damages for assets diminished by Respondents' actions;
- ii. Actual damages and treble damages under the DPTP;
- iii. Exemplary damages under the DPTP and Common Law Fraud;

- iv. Actual damages, including economic damages under all causes of action;
- v. As a direct and proximate result of Respondents' breaches of contracts, Claimant sustained damages as alleged here;
- vi. Claimant is entitled to compensatory and consequential damages suffered as a result of Respondents' fraud and actions.
- vii. Mental anguish;
- viii. Civil penalties;
- ix. Prejudgment interest;
- x. Attorney's fees; and
- xi. Costs of action.

100. Claimant further seeks unliquidated damages within the jurisdictional limits of this Tribunal.

IX. PUNITIVE DAMAGES

101. Claimant incorporates the foregoing paragraphs of this Demand as if fully set forth here.

102. The wrong done to Claimant by Respondents was attended by fraudulent, malicious, intentional, willful, wanton, or reckless conduct that evidenced a conscious disregard for Claimant's rights. Therefore, Claimant seeks punitive damages in an amount to be proven at arbitration.

X. ATTORNEY'S FEES

103. Each and every allegation contained in the foregoing paragraphs is realleged as if fully rewritten here.

104. Claimant is entitled to recover reasonable attorney fees and request the attorney's fees be awarded under his breach of contract claims.

XI. INCORPORATION OF PARAGRAPHS

104. Every paragraph in this Demand is hereby incorporated into every other paragraph.

PRAYER FOR RELIEF

WHEREFORE, Claimant prays for judgment against Respondents, awarding relief as follows:

- a. For equitable relief requiring restitution and disgorgement of the revenues wrongfully retained as a result of Respondents' wrongful conduct;
- b. Holding that the doctrine of unjust enrichment applies and ordering Respondents to pay Claimant all sums received by Respondents flowing from their illegal and unconscionable activities;
- c. For an award of actual damages, compensatory damages, statutory damages, exemplary damages, and statutory penalties, in an amount to be determined, as allowable by law;
- d. For an award of punitive damages, as allowable by law;
- e. For an award of attorneys' fees and costs, and any other expenses, including expert witness fees;
- f. Pre-and post-judgment interest on any amounts awarded; and
- g. Such other and further relief as this court may deem just and proper.

Respectfully submitted,

/s/ Jarrett L. Ellzey

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