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9 *Attorneys for Plaintiffs*
10 TIMOTHY Z. MOSLEY and KASSEEM DAOUD DEAN

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

13 TIMOTHY Z. MOSLEY, an individual, and) Case No.:
14 KASSEEM DAOUD DEAN, an individual,)
15) **COMPLAINT FOR BREACH OF CONTRACT**
16 Plaintiffs,)
17)
18 v.)
19)
20 TRILLER HOLD CO LLC, a Delaware limited)
21 liability company, TRILLER, INC., a Delaware)
22 corporation, and DOES 1 through 20, inclusive,)
23 Defendants.)

24 Plaintiffs Timothy Z. Mosley (“**Mosley**”) and Kasseem Daoud Dean (“**Dean**”) (collectively,
25 “**Plaintiffs**”), by and through their undersigned counsel, hereby sue defendants Triller Hold Co LLC
26 (“**Triller Hold**”), Triller, Inc. (“**Triller**”) and DOES 1 through 20, inclusive (collectively, “**Defendants**”),
27 and in support thereof state as follows:

28 **THE PARTIES**

1. Plaintiff Mosley is, and at all relevant times has been, an individual residing in Miami-Dade County, Florida.
2. Plaintiff Dean is, and at all relevant times has been, an individual residing in San Diego County, California.

COUNT I
BREACH OF CONTRACT
(By Plaintiffs as Against All Defendants)

1
2
3 12. Plaintiffs repeat and re-allege each and every allegation contained in paragraphs 1 through
4 11 as if fully set forth herein.

5 13. Plaintiffs Mosley and Dean, on the one hand, and Defendant Triller Hold, on the other,
6 executed a certain Unit Purchase and Contribution Agreement as of January 27, 2021, pursuant to which
7 Defendant Triller Hold agreed to purchase equity interests in Verzuz LLC from Mosley and Dean pursuant
8 to the terms and conditions of such agreement.

9 14. As a material inducement for Mosley and Dean entering into the Unit Purchase and
10 Contribution Agreement, Defendant Triller executed that agreement by which it unequivocally and
11 unconditionally guaranteed to Mosley and Dean the payment and performance of Triller Hold's
12 obligations under that agreement and related agreements.

13 15. Pursuant to the Unit Purchase and Contribution Agreement, certain payments were to be
14 made to Plaintiffs Mosley and Dean on and shortly after the closing date and other payments were to be
15 made on the first and second anniversary of the closing date.

16 16. In accordance with the Unit Purchase and Contribution Agreement, Defendant Triller Hold
17 made the first two payments to Plaintiffs Mosley and Dean in January 2021 and April 2021, respectively.

18 17. On or about January 28, 2022, Defendants defaulted under the terms of the Unit Purchase
19 and Contribution Agreement and failed, after receipt of written notice of default, to cure their defaults.
20 All sums due under such agreement were accelerated and immediately due and payable to Mosley and
21 Dean.

22 18. Thereafter, on or about February 25, 2022, Defendants, on the one hand, and Mosley and
23 Dean, on the other, entered into a certain Settlement and Payment Agreement (the "**Agreement**"),
24 pursuant to which the parties agreed to settle and compromise the accelerated sums due and owing from
25 Defendants upon the terms and conditions set forth in the Agreement. A true and correct copy of the
26 Agreement, redacted where appropriate, is attached hereto as **Exhibit "A"**.

27 19. Subsequently, in February 2022, Defendants made the first payment to Mosley and Dean
28 in accordance with the Agreement.

1 20. Pursuant to the Agreement at Section 1 thereof, Twenty-Eight Million Dollars
2 (\$28,000,000.00) plus reimbursement of certain costs and expenses (the “Remaining **Payment**”) remain
3 due and owing to Mosley and Dean pursuant to the payment schedule set forth in the Agreement.

4 21. Specifically, the Agreement provides that the Remaining Payment must be made by
5 Defendants as follows:

6 b) Triller shall make a payment of \$18,000,000 (\$9,000,000 to each of Dean and
7 Mosley) upon the earlier of (i) three (3) business days following the closing of not
8 less than \$100,000,000 pursuant (either individually or in the aggregate) to a
9 Subscription Agreement, dated February 14, 2022 or the closing of any other
10 investment for Triller securities (“Minimum Funding”) or (ii) March 17, 2022. The
11 Payment obligation is unconditional, regardless of the fact that the Minimum
Funding may not have been achieved. Such amount shall be reduced to \$17,000,000
(\$8,500,000 to each of Dean and Mosley) if the payment contemplated by the last
sentence of Section 1(a) has been made.

12 c) Starting April 1 (or March 1, if the Minimum Funding has been achieved in
13 February), Triller will make a payment of \$1,000,000 (\$500,000 to each of Dean
14 and Mosley) by the first day of each consecutive month for ten (10) months. If
15 during that time, Triller receives an additional \$100,000,000 of funding, all
16 remaining payments will be accelerated to three (3) business days after receipt by
Triller of the funds. Similarly, all remaining payments shall also be accelerated to
five (5) business days after the closing of Triller’s merger with SeaChange.

17 d) Triller represents and warrants that it will notify the Verzuz Members (by emails
18 to [REDACTED]) on the day it receives the Minimum Funding.

19 e) Costs and Fees. Triller shall reimburse the Verzuz Members their reasonable
20 attorneys’ fees (\$85,000 for Mosley and \$35,000 for Dean) incurred to date in
21 connection with the Milestone Payments and this Agreement. Such reimbursement
22 shall be made by wire transfer as follows: (i) \$25,000 of Mosley’s attorneys’ fees
shall be paid within three business days after the execution of this Agreement, and
(ii) the remainder of all such fees shall be paid concurrently with the payment set
forth in Section 1(b), above.

23 22. Defendants defaulted under the Agreement by failing to make a payment of \$18,000,000.00
24 (\$9,000,000.00 to each of Mosley and Dean) by March 17, 2022 as required by Section “1(b)” of the
25 Agreement.

26 23. Defendants also defaulted under the Agreement by their failure to pay the sum of
27 \$95,000.00 by March 17, 2022, as set forth in Section 1(e)(ii) of the Agreement.

28 24. Also, Defendants defaulted under the Agreement by failing to make the payment of

1 \$1,000,000.00 (\$500,000.00 to each of Mosley and Dean) on April 1, May 1, June 1, July 1 and August
2 1, 2022 pursuant to Section “1(c)” of the Agreement.

3 25. The Agreement further provides, at Section “3” thereof, that:

4 3. Action for Breach of this Agreement. If Triller breaches any payment
5 obligation under this Agreement and fails to cure within five (5) days after receiving
6 written notice of such breach, the full unpaid amount remaining due under this
7 Agreement shall become accelerated and be deemed immediately due and payable,
8 and with respect to any such breach, Triller hereby permanently waives and releases
9 all claims and defenses of each and every nature, both legal and equitable (“Waived
10 and Released Claim(s) and Defense(s)”) except that timely payment was in fact
11 made by Triller.

12 26. On April 8, 2022, Mosley and Dean, through counsel, provided written Notice of Default
13 to Defendants and further advised that if the past due payment of \$19,095,000.00 (\$18,095,000.00 due as
14 of March 17, 2022 and \$1,000,000.00 due as of April 1, 2022), was not received within five (5) days of
15 receipt of such Notice, then the remaining balance of payments due pursuant to Section “1(c)” of the
16 Agreement, \$9,000,000.00, shall be accelerated and immediately due and payable.

17 27. Defendants have failed and refused to respond to Plaintiffs’ written Notice and demand for
18 payment.

19 28. To date, Defendants have failed and refused to make any payment to Mosley and Dean of
20 the past due sums due and owing, and Defendants continue in default of their payment obligations under
21 the Agreement.

22 29. The aforesaid defaults constitute material breaches of the Agreement by Defendants.

23 30. By reason of Defendants’ continuing uncured defaults, the sum of \$28,095,000.00 is
24 immediately due to be paid under the Agreement.

25 31. Defendants have no defense to this action and have, pursuant to Section “3” of the
26 Agreement, permanently waived and released all claims and defenses of each and every nature both legal
27 and equitable except that timely payment was in fact made.

28 32. As a direct and proximate result of Defendants’ breaches of the Agreement, Plaintiffs
Mosley and Dean have suffered damages, and there is presently due and owing from Defendants to Mosley
and Dean under the terms of the Agreement the total of \$28,095,000.00, plus costs and applicable interest
thereon.

1 33. Section “3” of the Agreement provides, in pertinent part, that:

2 In any lawsuit between the Parties regarding said breach and acceleration, the
3 prevailing party shall be awarded its reasonable attorney’s fees. Triller represents
4 and warrants that it will not interpose any Waived and Released Claim(s) and
5 Defense(s) other than the one timely payment defense detailed above.

6 34. By reason of the foregoing, Plaintiffs Mosley and Dean are entitled to such reasonable
7 attorneys’ fees, costs and expenses as may be determined by this Court.

8 35. All conditions precedent to the institution of this action have been satisfied, discharged,
9 excused, and/or waived.

10 **PRAYER FOR RELIEF**

11 **WHEREFORE**, Plaintiffs Timothy Z. Mosley and Kasseem Daoud Dean pray for judgment in
12 their favor as against Defendants Triller Hold Co LLC and Triller, Inc., jointly and severally, as follows:

- 13 i. For compensatory damages in the amount of \$28,095,000.00, plus applicable interest on
14 the sum of \$18,095,000.00 from March 17, 2022, on the sum of \$1,000,000.00 from April
15 1, 2022, and on the sum of \$9,000,000.00 from April 14, 2022;
- 16 ii. For costs of suit, including all reasonable attorneys’ fees, in addition to all costs, expenses,
17 and attorney’s fees incurred in the enforcement of the Agreement as may be determined by
18 this Court;
- 19 iii. For pre-judgment interest in accordance with law; *and*
- 20 iv. For such other and further relief as this Court deems just and proper.

21 **DATED:** August 12, 2022

22 Respectfully Submitted,

23 **SINGH, SINGH & TRAUBEN, LLP**
24 **THOMAS K. RICHARDS**

25 By: _____
26 Thomas K. Richards

27 ***Attorneys for Plaintiffs***
28 **TIMOTHY Z. MOSLEY and KASSEEM DAOUD DEAN**