



1 **COM**
2 **JEFFERY A. BENDAVID, ESQ.**
3 Nevada Bar No. 6220
4 **STEPHANIE J. SMITH, ESQ.**
5 Nevada Bar No. 11280
6 **MORAN BRANDON BENDAVID MORAN**
7 630 South 4th Street
8 Las Vegas, Nevada 89101
9 (702) 384-8424
10 j.bendavid@moranlawfirm.com
11 *Attorney for Plaintiff Cary Katz*

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 CARY KATZ, an individual,
11
12 Plaintiff,
13 v.

14 CRTV LLC, a Delaware limited
15 liability company,
16 Defendant.

CASE NO: A-18-773251-C
DEPT. NO: Department 31

**EXEMPTION FROM
ARBITRATION
REQUESTED:
(ACTION SEEKING
PROBABLY JURY
AWARD IN EXCESS OF
\$50,000.00)**

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21 **COMPLAINT**

22 COMES NOW, Plaintiff, CARY KATZ, an individual (the "Plaintiff") by and
23 through his attorney of record, JEFFERY A. BENDAVID, ESQ. and STEPHANIE J.
24 SMITH, ESQ. of MORAN BRANDON BENDAVID MORAN, and hereby submits its
25 Complaint against Defendant, CRTV LLC ("CRTV" and/or "Defendant"), and alleges
26 the following:
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I. THE PARTIES

1. Plaintiff, CARY KATZ is, and at all times relevant hereto was, an individual residing in Clark County, Nevada.

2. Plaintiff is informed, believes and thereupon alleges that Defendant CRTV LLC is, and at all times relevant hereto was, a Delaware limited liability company conducting business in Clark County, Nevada.

3. This Court has subject matter jurisdiction over this matter as Plaintiff has been damaged in an amount in excess of \$15,000.00

4. Venue is proper in this Court pursuant to *NRS 13.010* and *13.040*, because Defendant CRTV purports to conduct business in Clark County, Nevada, the wrongful acts alleged herein occurred in Clark County, Nevada, and the damage to Plaintiff occurred in Clark County, Nevada.

II. GENERAL ALLEGATIONS

5. During the past year and a half, CRTV LLC, a media company, borrowed more than Twenty Million Dollars (\$20,000,000.00) from Plaintiff Mr. Katz, an owner of the company.

6. On or about July 10, 2017, CRTV entered into a promissory note (the "2017 Note"), pursuant to which CRTV agreed to repay the principal sum of Ten Million Dollars (\$10,000,000), plus 5% annual interest, compounded annually. The 2017 Note was executed by Elizabeth Wood, the Manager of CRTV.

7. On or about January 26, 2018, CRTV executed a second promissory note (the "2018 Note"), pursuant to which CRTV also agreed to repay the principal sum of Ten



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1 Million Dollars (\$10,000,000), plus 5% annual interest complied annually. The 2018
2 Note was executed by Elizabeth Wood, the Manager of CRTV.

3 8. Pursuant to the 2017 and 2018 Notes (collectively, the “Operative Notes”),
4 CRTV was obligated to repay Twenty Million Dollars \$20,000,000, plus all accrued
5 interest (the “Obligations”), upon written demand by Mr. Katz.
6

7 9. On or about April 16, 2018, Mr. Katz made a written demand for payment
8 pursuant to the terms of the Operative Notes. In response, CRTV specifically informed
9 Mr. Katz that it would not be able to perform its Obligations under the Operative Notes
10 because CRTV would not be able to pay the outstanding debt of Twenty Million
11 Dollars (\$20,000,000).
12

13 10. To date, CRTV has failed to pay, and upon information and belief, is unable to
14 pay its Obligations under the Operative Notes, based on its direct representations that it
15 would not and could not repay its Obligations as of April 16, 2018.
16

17 **III. FIRST CAUSE OF ACTION**
(Anticipatory Repudiation-2017 Promissory Note)

18 11. The allegations of Paragraphs 1 through 10 inclusive, of this Complaint are
19 incorporated by reference herein as though set forth in full below.
20

21 12. The 2017 Note constitutes a valid and existing contract between Plaintiff and
22 Defendant, wherein Plaintiff would loan Ten Million Dollars (\$10,000,000) to
23 Defendant and Defendant would repay the amount.
24

25 13. Mr. Katz has at all times performed all duties and obligations required of him
26 under the 2017 Note, other than those obligations that are legally excused.
27

28 14. On or about April 16, 2018, following written demand for payment by Mr. Katz
pursuant to the terms of the 2017 Note, CRTV clearly and positively indicated to Mr.



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1 Katz that it would not, and could not, perform its Obligations pursuant to the 2017
2 Note, nor did it intend to fulfill its Obligations, because it would be unable to repay the
3 outstanding principal amount of Ten Million Dollars (\$10,000,000), or any of the
4 interest accrued.

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6 15. Based on the direct express representations of Defendant, Mr. Katz believes that
7 CRTV will fail to fulfill its Obligations under the 2017 Note, thereby breaching the
8 contractual agreement between Plaintiff and Defendant as delineated in the 2017 Note.

9
10 16. As a result of CRTV's anticipated repudiation of the 2017 Note, Mr. Katz has
11 suffered damages in a sum that is in excess of \$15,000.00.

12
13 17. It has also become necessary for Plaintiff to retain the services of an attorney to
14 commence this action, and Plaintiff is therefore entitled to reasonable attorney's fees
15 and the costs of this suit. Further, the 2017 Note has an attorneys' fees provision which
16 entitles the prevailing party in a dispute over it to recover attorneys' fees and costs.

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18 **IV. SECOND CAUSE OF ACTION**
19 **(Anticipatory Repudiation-2018 Promissory Note)**

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21 18. Plaintiff hereby incorporates the allegations in Paragraphs 1 through 17
22 inclusive, as though set forth in full.

23
24 19. The 2018 Note constitutes a valid and existing contract between Plaintiff and
25 Defendant, wherein Plaintiff would loan Ten Million Dollars (\$10,000,000) to
26 Defendant and Defendant would repay the amount.

27
28 20. Mr. Katz has at all times performed all duties and obligations required of him
under the 2018 Note, other than those obligations that are legally excused.

21. On or about April 16, 2018, following written demand for payment by Mr. Katz
pursuant to the terms of the 2018 Note, CRTV clearly and positively indicated to Mr.



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2 Note, nor did it intend to fulfill its Obligations, because it would be unable to repay the
3 outstanding principal amount of Ten Million Dollars (\$10,000,000), or any of the
4 interest accrued.

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6 22. Based on the direct express representations of Defendant, Mr. Katz believes that
7 CRTV will fail to fulfill its Obligations under the 2018 Note, thereby breaching the
8 contractual agreement between Plaintiff and Defendant as delineated in the 2018 Note.

9
10 23. As a result of CRTV's anticipated repudiation of the 2018 Note, Mr. Katz has
11 suffered damages in a sum that is in excess of \$15,000.00.

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13 24. It has also become necessary for Plaintiff to retain the services of an attorney to
14 commence this action, and Plaintiff is therefore entitled to reasonable attorney's fees
15 and the costs of this suit. Further, the 2018 Note has an attorneys' fees provision which
16 entitles the prevailing party in a dispute over it to recover attorneys' fees and costs.

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WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

1. For an award to Plaintiff of actual compensatory damages, and interest, in excess of Fifteen Thousand Dollars (\$15,000.00) to be determined at trial;
2. For pre and post-judgment interest as permitted by applicable law;
3. For an award of reasonable attorneys' fees and costs as permitted by the 2017 and 2018 Promissory Notes, and applicable law; and
4. For any such other and further relief as the Court may deem just and proper.

DATED this 20th day of April, 2018.

MORAN BRANDON BENDAVID MORAN

/s/ Jeffery A. Bendavid, Esq.
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