

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

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WILLIAM COAKLEY,

Plaintiff,

– against –

HARVEY BERGER,
CHRYSANTHI BERGER, and
VIRTUOSO 2, INC.,

Defendants.

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SUMMONS

Index No. _____

Date Purchased:

Plaintiff Designates New York
County as the place of trial.
The basis for venue is the residence
of Defendants.

To the Above-Named Defendants:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your Answer, or, if the Complaint is not served with this Summons, to serve a Notice of Appearance, on the Plaintiff within twenty (20) days after the service of this Summons, exclusive of the day of service (or within 30 days after service is complete if the Summons is not delivered personally to you within the State of New York); and in case of your failure to answer or appear, a judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: May 17, 2022
New York, NY



WILLIAM COAKLEY
Pro Se Plaintiff
225 4th Ave #102, Venice, CA 90291
(310) 570-0911
wjcoakley@gmail.com

TO:

KENNETH A. CARUSO, ESQ.

Attorney for Defendants Harvey and Chrysanthi Berger

Mukasey Frenchman LLP

570 Lexington Avenue

Ste. 3500

New York, NY 10022

FREDERICK P. BIMBLER, ESQ.

Attorney-in-Fact for Defendant Virtuoso 2, Inc.

Cowan, DeBaets, Abrahams & Sheppard LLP

41 Madison Avenue, 38th Floor

New York, NY 10010

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WILLIAM COAKLEY,

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HARVEY BERGER,
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**VERIFIED COMPLAINT FOR
DECLARATORY JUDGMENT**

Index No. _____

Plaintiff Designates New York
County as the place of trial.
The basis for venue is the residence
of Defendants.

Plaintiff, by way of Complaint for Declaratory Judgment against Defendants,

(collectively, the “Defendants”), alleges and states as follows:

INTRODUCTION

1. This is an action for declaratory relief to settle an important question of law concerning the validity and enforceability of a Non-Disclosure Agreement (“NDA”) signed by the Plaintiff on May 21, 2018. **(EXHIBIT A)**
2. Defendants Harvey and Chrysanthi Berger, through their corporation Virtuoso 2, Inc., offered to finance the production of a feature film titled ‘Runt’ (the “Film”) which was written and directed by Plaintiff.
3. The Film was officially released in October 2021.
4. As a condition precedent to financing and producing the Film, Defendants demanded that Plaintiff sign the NDA to protect their identities as the financiers of the Film.
5. The production of the Film took place in California between June 2018 and July 2019.

6. As described in more detail below, the Defendants created a toxic and hostile work environment during the production of the Film by engaging in a sustained pattern of disruptive, abusive and degrading behavior—including bullying, harassment, sexual harassment, and coerced sexual misconduct—that targeted the lead actor Cameron Boyce.
7. Defendants' actions were a major contributing factor for why the Film remained unfinished and, as a consequence, portrayed an unethical and dangerous message at odds with the script Defendants agreed to finance.
8. As described in more detail below, the Defendants (directly and through counsel) have repeatedly threatened Plaintiff with suing him for breach of the NDA should Plaintiff discuss, disclose or expose their potentially illegal actions.
9. Defendants' repeated threats have circulated among producers who would like to work with Plaintiff but have expressed reluctance to launch new projects with Plaintiff until these threats have been resolved.
10. Therefore, Plaintiff files this Action to obtain a ruling from the Court as to (i) whether or not the NDA as written is valid and enforceable, and (ii) whether or not the NDA can be used to prevent Plaintiff from disclosing the Defendants' misconduct to authorities, concerned parties and the public.

THE PARTIES

11. Plaintiff WILLIAM COAKLEY is an individual, over the age of 18, and currently resides in Venice, California. At the time of the events referred to in this Complaint, Plaintiff resided at 225 4th Avenue #102, Venice, CA 90291.

12. Upon information and belief, Defendant HARVEY BERGER is an entrepreneur, philanthropist and biotechnology executive who resides in New York County at an unknown address.
13. Upon information and belief, Defendant CHRYSANTHI BERGER is the wife of Defendant Harvey Berger and also resides in New York County at an unknown address.
14. Upon information and belief, Defendant VIRTUOSO 2, INC., is a corporation registered in the State of Delaware with a principal place of business in New York County at 41 Madison Avenue, 38th Floor, New York, NY 10010.
15. Upon information and belief, Defendants HARVEY BERGER and CHRYSANTHI BERGER are the sole owners and shareholders of VIRTUOSO 2, INC., and use said corporation as a vehicle to finance and produce films where their daughter Nicole Berger appears.

JURISDICTION AND VENUE

16. The NDA at issue in this action contains the following language: “This Agreement shall be governed by and construed in accordance with the internal law of the State of New York applicable to contracts made and to be wholly performed therein without giving effect to New York’s principles of conflicts of law.” (Exhibit A, pg. 1-2)
17. Moreover, upon information and belief, Defendants Harvey Berger and Chrysanthi Berger are residents of the State of New York and Virtuoso 2, Inc., has a principal place of business in the State of New York, County of New York.
18. Therefore, jurisdiction and venue are proper within the State of New York, County of New York.

FACTUAL BACKGROUND

19. In 2018, Plaintiff began working with film producer Carl Rumbaugh in hopes of producing a feature film based upon Plaintiff's script.
20. Plaintiff and Mr. Rumbaugh were approached by Frederick Bimbler, Esq., the attorney-in-fact for Defendant Virtuoso 2, Inc., and acting on behalf of Defendants Harvey and Chrysanthi Berger, to negotiate the financing and production of the Film.
21. Defendants demanded that Plaintiff execute the NDA and cast Nicole Berger as the female lead in exchange for them financing the Film.
22. Plaintiff accepted Defendants' proposed conditions resulting in agreements being signed for the production of the Film.
23. Plaintiff executed the NDA on May 21, 2018.
24. Plaintiff also executed a "Certificate of Engagement" dated June 4, 2018 ("COE") and a "Short Form Assignment" dated June 4, 2018 ("SFA"), among other documents.
25. During the production of the Film, Defendants Harvey Berger and Chrysanthi Berger engaged in a sustained pattern of abusive, disruptive and degrading behavior.
26. The production was plagued with all manner of malfeasance which prevented the cast and crew from finishing filming the entire and necessary elements of the script, resulting in a Film that conveyed an unethical and dangerous message not contemplated by the original script; and at the center of it all was the Defendants' misconduct.

A. Misrepresentations, Bullying and Harassment

27. Disney Channel star Cameron Boyce was cast in the lead male role for the Film.
28. At the time he was cast, Mr. Boyce was an adult male over 18 years old.

29. Cameron Boyce had an enormous fanbase at the time he was cast for the Film due to many successful movies, television shows and awards.
30. Cameron Boyce was also famous and respected by his fans due to his unwavering desire to help those in need through his philanthropic endeavors to bring clean water to underdeveloped countries, to stop homelessness and to raise awareness and fight against sexual assault on college campuses for both men and women.
31. Upon information and belief, after casting Mr. Boyce the Defendants pressured Mr. Boyce's representatives to insist that he use his social media platforms to promote the Film, and specifically Nicole Berger, to his millions of followers.
32. Upon information and belief, Mr. Boyce steadfastly refused to acquiesce to Defendants' demands resulting in a battle of wills between the representatives for both lead actors on the Film.
33. Upon information and belief, Defendants' high-pressure bullying tactics in regards to his social media platforms lead Mr. Boyce to deduce Defendants were the Film's financiers and discover Nicole Berger was only 14 years old.
34. Mr. Boyce complained to Plaintiff that he had not been informed his co-star would be a 14 year old minor, which Mr. Boyce said he believed to be a calculated omission on the part of Defendants and the Film's producers to convince him to partake in the Film without complete and accurate information.
35. Mr. Boyce specifically told Plaintiff he never would have agreed to be cast in the Film with Nicole Berger due to her age, expressing his concerns about performing sexual and violent scenes with a minor.

36. Upon information and belief, once Mr. Boyce found out Nicole Berger was just 14 years old he immediately started distancing himself from Nicole in order to avoid any appearance of impropriety and further conflict with Defendants.
37. Defendant Chrysanthi Berger became further outraged by Mr. Boyce's reluctance to associate with Nicole on set.
38. As a result of Mr. Boyce's refusal to spend time with Nicole Berger on set or promote her on social media, Defendant Chrysanthi Berger took it upon herself to attempt to interfere and manipulate Mr. Boyce's activities and whereabouts on set in order to force him to interact with Nicole.
39. Defendant Chrysanthi Berger's consistent attempts to interfere and manipulate Mr. Boyce's activities proved disruptive to cast, crew, and the production itself, visibly frustrating and upsetting Mr. Boyce.
40. Upon information and belief, Mr. Boyce would often hide for long periods of time on set in order to avoid Defendant Chrysanthi Berger and her daughter Nicole.
41. The direct result of Defendant Chrysanthi Berger's actions was that Mr. Boyce felt harassed, distraught and angry, and he expressed those feelings to Plaintiff during and throughout the Film's production.

B. Sexual Harassment of Employees and Hostile Work Environment

42. Defendant Chrysanthi Berger also reacted to Mr. Boyce's refusal to associate with Nicole by targeting various adult female crew members with whom Mr. Boyce did have a fun and friendly on set relationship.

43. Defendant Chrysanthi Berger used highly offensive insults and slurs when speaking about the female crew members who spent time with Mr. Boyce on set.
44. Defendant Chrysanthi Berger openly alleged sexual relationships between Mr. Boyce and other adult female crew members.
45. Defendant Chrysanthi Berger's statements about Mr. Boyce and female crew members' alleged sexual activities were false, wholly inappropriate and meant to harass and degrade Mr. Boyce and the Film's crew.
46. Defendant Chrysanthi Berger went beyond making highly inappropriate and false comments about female crew members, openly threatening those crew member's jobs on several occasions.
47. In fact, Defendant Chrysanthi Berger went beyond mere threats and on two occasions attempted to get a female crew member fired by going to the Producers, but the promise of crew walkouts and Union action against the Film protected their jobs.
48. Mr. Boyce confided in Plaintiff that Defendant Chrysanthi Berger's statements and actions were causing Mr. Boyce enormous distress and forcing him to stay away from those females in an effort to protect them.
49. Due to Defendant Chrysanthi Berger's position of power as one of the Film's financiers, these threats of and attempts at termination, offensive slurs and insults, and false sexual allegations created an extremely fearful, toxic and hostile work environment during the Film's production.
50. Defendant Chrysanthi Berger's actions constituted sexual harassment and created a hostile work environment as those terms are defined under the law.

51. Upon information and belief, Mr. Boyce and the adult female crew members at issue all complained about and reported Defendant Chrysanthi Berger's behavior to the Film's producers, but their concerns were ignored and dismissed.
52. Plaintiff's attempts to report and stop Defendant Chrysanthi Berger's behavior and persistent desire to antagonize Mr. Boyce and the female crew members were also summarily dismissed by the Film's producers.
53. Plaintiff also informed the Film's producers that Defendant Chrysanthi Berger's disruptive statements and actions were causing the production itself to suffer and putting the Film's success at risk, but nothing was done to rein in her disruptive actions.

C. Coerced Sexual Misconduct

54. For three days in a row leading up to the filming of a scene where Mr. Boyce's character was supposed to have a mouth-to-mouth kiss with Nicole Berger's character, Mr. Boyce approached Plaintiff with his profound concerns and requests not to be forced to kiss Nicole.
55. Mr. Boyce made clear his position that he did not want to film a scene where he had to give a 14-year old minor a mouth-to-mouth kiss, pointedly explaining that he felt kissing Nicole on film was morally wrong and would leave him open to allegations of sexual misconduct.
56. Plaintiff wholeheartedly agreed with Mr. Boyce and decided to change the mouth-to-mouth kiss scene to a hug between the actors, reporting the change at the moment the scene was being filmed.
57. Immediately after the scene was filmed as a hug and the crew broke for lunch, Defendant Chrysanthi Berger confronted Plaintiff to demand a reshoot where Mr. Boyce would kiss Nicole.

58. Defendant Chrysanthi Berger explained that this filmed kiss was to be Nicole's first real-life mouth-to-mouth kiss, she had been preparing it for months, and was distraught she did not get to kiss Mr. Boyce on screen.
59. Plaintiff explained Mr. Boyce's objections, including Mr. Boyce's disapproval of being misled about the age gap in their casting, and his concerns about sexual misconduct; Plaintiff refused Defendant Chrysanthi Berger's demands to reshoot the scene.
60. Defendant Harvey Berger then confronted Plaintiff, dismissing Mr. Boyce's concerns about sexual misconduct, and forcefully making the same demand as his wife that the scene be immediately re-shot so Nicole could kiss Mr. Boyce; Plaintiff again flatly refused.
61. Defendant Harvey Berger became flustered and indignant, so Plaintiff exited the area to avoid further confrontation and argument of the issue.
62. Moments later the Film's producers approached Plaintiff saying the Bergers were irate and Plaintiff needed to pressure Mr. Boyce to reshoot the scene allowing Nicole Berger to kiss Mr. Boyce.
63. Plaintiff vehemently refused, admonishing the Film's producers for attempting to facilitate sexual misconduct after a month of failing to stop the Defendants' abusive treatment of Mr. Boyce and the crew.
64. Nevertheless, despite Plaintiff's role and authority as the Film's director, Defendants Harvey and Chrysanthi Berger demanded the Film's producers override Plaintiff's decision.
65. The Film's producers announced to the crew the production would not move forward (ie., would be shut down) until the scene was re-shot so that Nicole Berger could kiss Mr. Boyce on film, over Mr. Boyce's objections.

66. Mr. Boyce was visibly and vocally angry, yet told Plaintiff he did not want to be blamed for the whole Film being shut down and thus felt he had no choice but to comply with Defendants' demands despite his serious moral and personal objections.

67. Upon information and belief, as a result of Defendants' actions Mr. Boyce felt humiliated, used and distraught about being forced to give a 14 year old minor a mouth-to-mouth kiss on film after pleading his concerns for days on end.

68. Upon information and belief, the kiss scene being forced upon Mr. Boyce was the last straw in an arduous battle with the Defendants and resulted in Mr. Boyce's refusal to participate in the Film's wrap party so as to avoid Defendants and their daughter moving forward.

D. Plaintiff Was Prevented From Removing His Name From the Film

69. Editing of the Film revealed the unfinished production had resulted in more than just creative failures, but a dangerously unethical message profoundly at odds with the script all parties had agreed to make.

70. Plaintiff and Mr. Boyce felt strongly the unfinished version of the Film trivialized and glorified the very cruelty and violence all parties intended to forcefully condemn.

71. Mr. Boyce also expressed to Plaintiff his own personal concerns that this unfinished and unethical film could tarnish his hard-earned reputation, confuse and alarm his younger fans, and tarnish his many important charitable endeavors.

72. Defendants agreed with Plaintiff and Mr. Boyce that the Film required significant additional weeks of production in order to complete and fix the Film.

73. However the Defendants consistently identified Mr. Boyce's continued refusal to promote their daughter on social media as one of the key reasons they were hesitant to finance the additional weeks of production they agreed were necessary to complete and fix the Film.
74. On or around February 2019 the Defendants officially postponed the necessary additional weeks of production until distribution of the Film could be acquired.
75. Mr. Boyce and Plaintiff had little choice but to agree to continue to publicly support the project in hopes of fighting for the additional weeks of production promised to complete and fix the Film.
76. Cameron Boyce died in April 2019 while the project was still in post-production.
77. Mr. Boyce's untimely and tragic death made finishing and fixing the Film impossible.
78. Plaintiff consistently reminded Defendants he profoundly disapproved of the unfinished and unethical Film Mr. Boyce's death had left them stuck with.
79. Defendants disregarded Plaintiff's concerns and made clear they were prepared to release the Film over Plaintiff's objections.
80. As a result, Plaintiff informed Defendants he would likely want his name removed from the Film's credits, invoking his contractual right to make a final decision once a distributor had approved a final release version.
81. Defendants refused to grant Plaintiff's contractual right to control the removal of his name from the credits under further threat of litigation.
82. Plaintiff responded that he would then be releasing a Director Statement prior to the official release of the Film to explain the unfinished and unethical result in order to defend and protect his personal and professional reputation.

83. In an effort to prevent Plaintiff from making such a statement, Defendants entered negotiations with Plaintiff in April 2021.
84. These negotiations lasted approximately four months but no agreement was reached.
85. Defendants, directly and through counsel, again resorted to threats of litigation against Plaintiff in an effort to prevent him from releasing his Director Statement.
86. Defendant Harvey Berger warned Plaintiff the Defendants could sue him at any time during the Film's life cycle years into the future, and keep Plaintiff tied up in court years beyond that.
87. Nevertheless, on or about September 2021, Plaintiff released his Director Statement.
88. Plaintiff's Director Statement read as follows:

RUNT (2021)
Director Statement

*The best thing about making RUNT
was getting to know and work with
Cameron Boyce.*

*Whip smart, charismatic and funny as hell,
he was also a skilled actor who delivered a
serious performance that deserves to be seen.*

*Unfortunately we had not yet completed
filming everything that was needed.
And at the point he passed away, Cameron
and I both believed the film was unfinished,
unethical and, without substantial reshoots,
should not be released.*

*Besides the more common
challenges of low-budget filmmaking...*

*One of our investors turned out to be
especially toxic, wreaking unexpected
havoc from day one, including regular
tirades and threats to shut everything*

down, which caused nonstop creative, crew and production problems.

The most disturbing and disruptive of these was her treatment of our star. Cameron had to spend significant bandwidth fending off pervasive bullying, harassment, sexual harassment (which targeted other crew members as well), and even an incident of coerced sexual misconduct that left us all dumbfounded. And Cameron feeling used.

Our Producer did zero to keep this investor in check, actually enabling and facilitating her abusive behavior, while ignoring the cast and crew's growing anger and complaints...

Creating a dysfunctional production that snowballed to the point we were never able to shoot anything close to the entire script.

The result went beyond mere creative disappointment. Cameron and I knew the unfinished film trivialized, and borderline glorified, the cruelties and violence we all set out to condemn.

Unfinished. Unethical. Unacceptable.

Separate from my own grievances about everything above, Cameron was expressing his own profound concerns this could upset his fans, make him look hypocritical, and tarnish his charitable foundations.

Wielding Peace was largely inspired by the script for RUNT. But the unfinished film does not contain the same explicit context or intimate consequences for its gun violence.

Cameron became my closest ally in the fight to continue filming the critical pickups and

reshoots. Time was not on our side, but no doubt we would have succeeded in fixing the film we never stopped believing in.

*He may have been sunshine in shoes.
But Cameron was also a badass.
And we were about to raise hell.*

His family never should've had to deal with any of this. Let alone being misled into allowing Cameron's anti-bullying and anti-gun initiatives to be tied in. Never should've had to reconcile pride in his work with the pain of this outcome. Never should've had to anguish if or how to support the film he could not.

So I'm keeping my commitment to make this statement and set the record straight. Hopefully the context and accountability provide some degree of comfort.

And maybe enough understanding that Cameron's fans can still appreciate what he was working so hard to present to the world.

Everything special about RUNT is now a testament to Cameron Boyce and his powerful portrayal of CAL.

I encourage everyone who wants to honor his legacy and see a different and daring side of this young legend's talent to check out the film.

- William Coakley

89. The published version of the Director's Statement as quoted above did not disclose

Defendants' name and did not include the most outrageous details of the misconduct and

harassment that plagued the production of the Film.

E. Damage to Plaintiff's Reputation and Ongoing Threats of Litigation

90. Despite the fact that Plaintiff carefully redacted Defendants' names from his Statement and did not include salient details of Defendants' misconduct and threats, Defendants continued their threats of litigation against Plaintiff.
91. Upon information and belief, the threats made by Defendants have continued to circulate throughout Plaintiff's industry, causing multiple producers, production companies and interested parties from working with Plaintiff on other films and television projects.
92. Plaintiff has been repeatedly informed that until he resolves the issue of enforceability of the NDA and whether or not he violated its terms by his actions, they will not engage him for any new projects.
93. The damage Defendants have done to Plaintiff's reputation in the film industry cannot be monetized and Plaintiff cannot be made whole without a court ruling regarding enforceability of the NDA.
94. Therefore, Plaintiff is in dire need of this Court's assistance in ruling on the validity and enforceability of the NDA; and if the Court finds the NDA is enforceable, whether or not it can be used to prevent Plaintiff from disclosing the misrepresentations, bullying, sexual harassment, hostile work environment and sexual misconduct that took place during the production of the Film.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST THE DEFENDANTS

Declaratory Judgment as to Enforceability of the NDA

95. Plaintiff repeats and realleges all allegations of the Complaint as if set forth at length herein.

96. The Plaintiff signed the NDA on May 21, 2018 at the behest of Defendants and as a condition precedent to Defendants financing the Film.
97. The stated purpose of the NDA was to prevent Plaintiff from disclosing the Defendants' identities as the financiers and producers of the Film.
98. By Defendants' own actions, the information sought to be protected by the NDA has become known to the public.
99. Defendants have threatened to sue Plaintiff for breach of the NDA.
100. Defendants' threats have caused, and continue to cause, specific harm to Plaintiff's reputation and ability to work in the film industry.
101. By reason of the foregoing, an actual and justiciable controversy exists between Plaintiff and Defendants.
102. Plaintiff therefore seeks a declaratory judgment that the NDA is not enforceable because it is overly broad, because the information it seeks to protect is already known to the public at large, and because it is unconscionable.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST THE DEFENDANTS

Declaratory Judgment as to Defendants' Ability to Use the NDA to Prevent Plaintiff From

Reporting Misconduct to the Authorities, Interested Parties and the Public

103. Plaintiff repeats and realleges all allegations of the Complaint as if set forth at length herein.
104. The Plaintiff signed the NDA on May 21, 2018 at the behest of Defendants and as a condition precedent to Defendants financing the Film.
105. During the production of the Film, Defendants engaged in multiple instances of coercion, sexual harassment, sexual misconduct and created a hostile work environment for employees.

106. Defendants have threatened to sue Plaintiff for breach of the NDA if he reports these allegations to the authorities, interested parties or discloses them to the public.

107. Defendants' threats have prevented Plaintiff from exposing the Defendants or disclosing the allegations to the public.

108. By reason of the foregoing, an actual and justiciable controversy exists between Plaintiff and Defendants.

109. Plaintiff therefore seeks a declaratory judgment that the NDA cannot be used to prevent him from reporting misconduct to the relevant authorities or disclosing the misconduct to the public.

WHEREFORE, Plaintiff requests this Court:

- 1) Declare that the NDA at issue is unenforceable due to its overly broad scope and the fact that the information sought to be protected thereby is already known to the public; and
- 2) Declare that even if the NDA is enforceable it cannot be used to prevent Plaintiff from reporting misconduct to the authorities or the public; and
- 3) Award Plaintiff such other and further relief as this Court may deem just and proper under the circumstances.

Dated: May 17, 2022
New York, NY



WILLIAM COAKLEY
Pro Se Plaintiff
225 4th Ave #102, Venice, CA 90291
(310) 570-0911
wjcoakley@gmail.com

VERIFICATION

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES) Ss.**WILLIAM COAKLEY**, being duly sworn deposes and states as follows:

I have read the attached VERIFIED COMPLAINT and know the contents to be true to the best of my knowledge, information and belief; and as to the matters therein stated to be based upon information and belief, I believe them to be true.

*William Coakley*WILLIAM COAKLEY*Pro Se Plaintiff*

State of Florida

County of Osceola

Sworn to before me this 17th day of May, 2022.

This foregoing instrument was acknowledged before me by means of online notarization,

this 05/17/2022 by William Coakley.

*Nelson Rivera*NOTARY PUBLIC

Nelson Rivera Online Notary

___ Personally Known OR ___☒ Produced Identification

Type of Identification Produced __DL__

Notarized online using audio-video communication

EXHIBIT A

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of May 21, 2018, by and between VIRTUOSO 2, INC., together with its principals, affiliates, successors, licensees and assigns (collectively, the "Producer") and William Coakley, jointly with his company, Angry Baby Productions, Inc. (the "Receiving Party"), each, a "Party" and collectively, the "Parties".

WHEREAS, Producer intends to finance and produce a motion picture currently entitled "Runt" (the "Picture");

WHEREAS, Receiving Party requires the disclosure of information that Producer deems confidential, including without limitation the identities of the ultimate principals of Producer and financiers of the Picture;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Confidential Information.** "Confidential Information" means all information, whether written or oral, disclosed to Receiving Party (before or after the execution of this Agreement), including without limitation, the identities of Producer's ultimate principals and financiers and all tangible and non-tangible materials in which such information is contained.

2. **Use; Non-Disclosure; Maintenance of Confidentiality.** Receiving Party agrees that the Confidential Information may be used solely in connection with the discussions with Producer concerning Producer funding and producing the Picture. Without limiting any of the Receiving Party's policies and practices regarding Producer's information, Receiving Party acknowledges and agrees to, at all times, hold all Confidential Information in strict confidence and not to duplicate any Confidential Information or disclose any Confidential Information to any third party or employee of Receiving Party, except to those employees, officers, and advisors who are bound to hold the information in confidence and keep the information confidential. Receiving Party shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to keep the Confidential Information confidential. Receiving Party shall immediately notify Producer in the event of an actual or potential unauthorized use or disclosure of the Confidential Information. Receiving Party acknowledges and agrees that the Confidential Information is sensitive and private property of peculiar value and in the event of any breach or threatened breach of the confidentiality obligations hereunder or a potential unauthorized use or disclosure of the Confidential Information, in addition to any damages that Producer sustains, Receiving Party agrees that Producer may seek and receive injunctive relief and agrees to cooperate with Producer to stop a threatened or potential disclosure of the Confidential Information.

3. **Miscellaneous.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect and the offending provisions shall be deemed amended in accordance with the order of such court. This Agreement shall be governed by and construed in accordance with the internal law of the state of New York applicable to contracts made and to be wholly performed therein without giving effect to New York's principles of conflicts

of law. This Agreement may be executed in duplicate counterparts, by facsimile, computer image file (e.g., pdf-file) or manual signature, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto, intending to be bound, have hereunder set their hands as of the date first above written, thereby constituting this the binding agreement between them, with respect to the subject matter hereof.

VIRTUOSO 2, INC.



By: FREDERICK P. BIMBLAR

Its: ATTORNEY-IN-FACT

ANGRY BABY PRODUCTIONS, INC.



By: William Coakley

Its: Principal, Writer/Director



WILLIAM COAKLEY, Personally