

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

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

Plaintiffs,

- against -

BEAST INVESTMENTS, LLC and
JIMMY DONALDSON,

Defendants.

Index No.

SUMMONS

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer upon the plaintiffs' undersigned attorneys not later than 20 days after the date of service of this summons, exclusive of the day of service, or within 30 days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of the venue designated is CPLR §§ 501 and 503(a).

Dated: New York, New York
August 7, 2023

Respectfully submitted,

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COMPLAINT

Plaintiffs Virtual Dining Concepts, LLC (“VDC”) and Celebrity Virtual Dining, LLC (“CVD,” and together with VDC, “Plaintiffs”), by their undersigned attorneys, as and for Plaintiffs’ Complaint against defendants Beast Investments, LLC (“BI”) and Jimmy Donaldson a/k/a MrBeast (“Donaldson,” and together with BI, “Defendants”), hereby allege as follows:

INTRODUCTION

1. 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.

2. Like any party to a contract, Donaldson must be held to his word, and held accountable for his 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) violating non-solicitation obligations; (viii) breaching the implied covenant of good faith and fair dealing; (ix) tortiously

interfering with Plaintiffs' contractual relationships; and (x) tortiously interfering with Plaintiffs' prospective business advantages.¹

3. This wanton conduct has caused Plaintiffs to suffer enormous financial harm.

4. Plaintiffs 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, Plaintiffs established several delivery-only online restaurant brands and concepts.

5. Although the virtual restaurant concept was conceived prior to the COVID-19 pandemic and was always intended to be a new "vertical" in the restaurant industry, its popularity surged amidst 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.

6. In an effort to further grow this new business, Plaintiffs 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 already

¹ Upon information and belief, Donaldson also evidently misappropriated Plaintiffs' trade secrets in violation of New York law. Plaintiffs' investigation is ongoing, and Plaintiffs expressly reserve their rights to amend and assert such violation(s) at the appropriate time.

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 173 million reported subscribers as of August 2023, he is reportedly the most-subscribed “individual user” on YouTube.

7. In a November, 2020 event designed to test and help launch MrBeast Burger, Plaintiffs 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.

8. 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.

9. While Plaintiffs originally planned to open MrBeast Burger in a smaller, select number of locations, Defendants pushed Plaintiffs to open MrBeast Burger in as many locations as possible. Plaintiffs worked diligently to comply with Defendants’ demand, and secured partnerships with approximately 300 restaurants across the country for the launch of MrBeast Burger.

10. 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 Defendants continued to push Plaintiffs to accelerate its growth.

11. As the MrBeast Burger business boomed, Donaldson and his licensing company, BI, schemed to exploit their leverage and renege on their agreements in an effort to seek a “better,” more lucrative deal.

12. For example, in an effort to pressure Plaintiffs into transferring to him part of their interests in MrBeast Burger, Donaldson bullied Plaintiffs on social media and threatened to terminate the parties’ agreements if Plaintiffs 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.

13. For example, Donaldson latched onto various complaints about the burgers themselves as a breach of contract—it was not. There were some complaints about the burgers, as is customary for any burger restaurant, but 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.

14. MrBeast Burger depended on the combined efforts of hundreds of restaurants cooking the same menu. Plaintiffs 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.

15. Plaintiffs 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. But for Donaldson's opportunism, MrBeast Burger would have continued its explosive growth.

16. But rather than being a responsible and mature business partner, Donaldson was determined to lever his fame and platform against Plaintiffs. Despite the fact that Plaintiffs 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 Plaintiffs' business. Armed with his celebrity and many millions of followers, Donaldson disparaged the Brand and Plaintiffs in a slew of highly damaging social media posts, which were quickly amplified in numerous media outlets, just as he intended. For example, on or about June 8, 2023, Donaldson posted the following on Twitter in reference to MrBeast Burger:



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



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



Yeah, it's impossible to guarantee the quality of orders with virtual restaurants. Hurts my soul to see orders messed up. Sadly I can't get out of my deal with BB

Hence why I'm never giving up control of Feastables so I can always do what's best for my fans. Harsh lesson to learn.

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

20. 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 Plaintiffs' hard-won relationships with vendors, partners, and suppliers were shattered, causing damages to Plaintiffs that, according to the evidence and Donaldson's own statements regarding the value of MrBeast Burger, are 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.

21. As a result, Plaintiffs are left with no choice but to bring this action to enforce their contractual rights and hold Donaldson and BI liable for their unlawful conduct.

PARTIES

22. Plaintiff VDC is a Florida limited liability company with its principal place of business in Orlando, FL.

23. Plaintiff CVD is a Florida limited liability company with its principal place of business in Orlando, FL. CVD is a wholly owned subsidiary of VDC.

24. Upon information and belief, Defendant 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 Plaintiffs, as described in this Complaint.

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

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

JURISDICTION AND VENUE

27. This Court has personal and subject matter jurisdiction over 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.

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

FACTUAL ALLEGATIONS

29. As referenced above, Plaintiffs 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, Plaintiffs 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.

30. Prior to 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 was expanding rapidly.

31. 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 Plaintiffs 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

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

33. 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.

34. Pursuant to the ESA, the intellectual property developed for the Brand would be jointly owned by CVD and BI.

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

36. 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

37. 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.

38. On or about January 24, 2022, VDC 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 VDC to transfer stock in its business to BI.

Defendants Attempt to Further Procure an Even Greater Stake in MrBeast Burger

39. Recognizing the significant and increasing value of the MrBeast Burger business, in or about November 2022, February 2023, and June 2023, Defendants 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 Plaintiffs; hence, Plaintiffs rejected them.

Defendants Falsely Accuse Plaintiffs of “Breach” And Purport to Terminate the Agreements

40. Frustrated by their inability to extract a new deal more favorable to Defendants, on March 30, 2023, Defendants’ counsel sent a letter to Plaintiffs fabricating several alleged “breaches” of the ESA and Letter Agreement.

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

42. 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.”

43. 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.”

44. In short, Donaldson *himself* has refuted, if not eviscerated, his claim that his reputation had been “tarnished” by Plaintiffs or the Brand, much less that it had been tarnished “irreparably.”

45. Defendants next accused Plaintiffs of filing international trademark registrations for MrBeast Burger without their prior written consent. This too was false. Defendants 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. Plaintiffs always intended to assign the trademarks to the parties’ jointly owned company per the Letter Agreement, but Defendants willfully failed to finalize and blocked the necessary corporate paperwork to create that company. Plaintiffs remain ready, willing, and able to transfer those trademarks to a jointly owned company.

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

47. Finally, Defendants falsely accused Plaintiffs of failing to transfer shares in VDC's business pursuant to the Letter Agreement, even though Plaintiffs had already done so on or about March 28, 2022.

48. In an April 5, 2023 letter to Defendants, Plaintiffs spelled out these facts, rejecting Defendants' baseless accusations, and demanding that Defendants rescind their assertion of breach or default and their purported right to terminate.

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

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

50. On April 21, 2023, Plaintiffs 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 Plaintiffs' access to them. As Donaldson well knew and knows, social media is the Brand's primary and essential means of promotion and communicating with fans, customers, and potential customers. Given Plaintiffs' inability to promote MrBeast Burger through the Brand's social media accounts, sales declined and have continued to decline. But that was only the beginning.

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



52. Ironically, MrBeast had no qualms about promoting Feastables, his chocolate brand, which has had material quality control 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.



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



54. 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.

55. 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:



56. When a fan asked: “So this means during the upcoming days you will “retire”

MrBeast Burger,” Donaldson tweeted in response, defaming Plaintiffs:



57. On or about July 20, 2023, Donaldson continued his relentless attack on MrBeast

Burger and Plaintiffs, even as he acknowledged, and breached, his contractual obligations:



Yeah, it's impossible to guarantee the quality of orders with virtual restaurants. Hurts my soul to see orders messed up. Sadly I can't get out of my deal with BB

Hence why I'm never giving up control of Feastables so I can always do what's best for my fans. Harsh lesson to learn.

58. 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”²; “MrBeast Announces End of MrBeast Burger”³; “MrBeast has allegedly stepped back from MrBeast Burger”⁴; “MrBeast Steps Back From MrBeast Burger Raising Concerns About Quality Control”⁵; “MOVING ON MrBeast confirms fan favorite burger is discontinued after ‘quality’ control issues only days after new product launch”⁶; “MrBeast Wants Out of MrBeast Burger”⁷; “MrBeast “moving on” from Beast Burger restaurants after just two years”⁸; “MrBeast: I Want To Move On From Beast Burger, Enjoy Feastables ‘100x More’”⁹; “MrBeast Disavows MrBeast Burger Ghost Kitchens Over Quality Concerns”).¹⁰

59. As Donaldson had planned, the damage was done.

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

60. Plaintiffs repeat and reallege the allegations of paragraphs 1 to 59 of this Complaint as if fully repeated here.

61. The ESA is a valid and enforceable contract between CVD and Defendants.

62. CVD has complied with and performed all of its obligations under the ESA except to the extent prevented by Defendants.

² <https://www.restaurantbusinessonline.com/technology/mrbeast-says-hes-moving-mrbeast-burger>.

³ <https://comicbook.com/gaming/news/mrbeast-announces-end-of-beast-burger/>

⁴ <https://www.nrn.com/delivery-takeout-solutions/mrbeast-has-allegedly-stepped-back-mrbeast-burger>.

⁵ <https://centennialworld.com/mrbeast-burgers-steps-back-burgers-concerns-quality-control/>.

⁶ [https://www.the-sun.com/money/8394841/mrbeast-burgers-discontinued-quality-control-](https://www.the-sun.com/money/8394841/mrbeast-burgers-discontinued-quality-control-issues/#:~:text=MOVING%20ON-)

[.MrBeast%20confirms%20fan%20favorite%20burger%20is%20discontinued%20after%20'quality'%20control.day%20after%20new%20product%20launch&text=YOUTUBE%20philanthropist%20MrBeast%20has%20confirmed%20a%20few%20years%20of%20service-](https://www.the-sun.com/money/8394841/mrbeast-burgers-discontinued-quality-control-issues/#:~:text=MOVING%20ON-.MrBeast%20confirms%20fan%20favorite%20burger%20is%20discontinued%20after%20'quality'%20control.day%20after%20new%20product%20launch&text=YOUTUBE%20philanthropist%20MrBeast%20has%20confirmed%20a%20few%20years%20of%20service-)

⁷ <https://www.yahoo.com/lifestyle/mrbeast-wants-mrbeast-burger-173000487.html>.

⁸ <https://www.dexerto.com/entertainment/mrbeast-moving-on-from-beast-burger-restaurants-after-just-two-years-2180833/>.

⁹ <https://thespoon.tech/mrbeast-i-want-to-move-on-from-beast-burger-enjoy-feastables-1000x-more/>.

¹⁰ <https://popculture.com/celebrity/news/mrbeast-disavows-mrbeast-burger-ghost-kitchens-over-quality-concerns/>.

63. As a result of the foregoing conduct described above, Defendants have materially breached various provisions of the ESA, including, without limitation, Paragraph 3(a) (by failing to attend important production sessions to make marketing materials for the Brand); Paragraph 3(b) (by failing to attend personal appearances in support of the Brand); Paragraph 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); Paragraph 3(e) (by failing to publicly support the Brand and, in fact, undermining it); Paragraph 6(a) (by knowingly making untruthful and misleading statements about the Brand and its products); Paragraph 10 (by denying Plaintiffs access to the Brand's social media accounts); and Paragraph 28 (by disparaging Plaintiffs, the ESA, the Brand, Plaintiffs' market partners, and Plaintiffs' products and services).

64. CVD 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 CAUSE OF ACTION
(Breach of the Letter Agreement – Against BI)

65. Plaintiffs repeat and reallege the allegations of paragraphs 1 to 64 of this Complaint as if fully repeated here.

66. The Letter Agreement is a valid and enforceable contract between VDC and BI.

67. VDC has complied with and performed all of its obligations under the Letter Agreement except to the extent prevented by Defendants.

68. 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 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 VDC and go elsewhere).

69. VDC 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 CAUSE OF ACTION

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

70. Plaintiffs repeat and reallege the allegations of paragraphs 1 to 69 of this Complaint as if fully repeated here.

71. Defendants owed Plaintiffs 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.

72. Defendants deprived Plaintiffs of the fruits of the ESA and Letter Agreement by using Donaldson's fame and massive social media following to unfairly and without justification: (a) disparage MrBeast Burger and Plaintiffs, directly undermining the sale of

MrBeast Burger's products; (b) persuade customers to purchase food products other than that of MrBeast Burger; and (c) pressure Plaintiffs to alter the terms of their contractual relationship with Defendants.

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

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

75. Plaintiffs 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 CAUSE OF ACTION
(Injunction – Against BI and Donaldson)

76. Plaintiffs repeat and reallege the allegations of paragraphs 1 to 75 of this Complaint as if fully repeated here.

77. Notwithstanding the ESA's prohibition against 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," Defendants have used their social media platform to disparage and damage MrBeast Burger and Plaintiffs, and Plaintiffs lack any means from preventing Defendants from continuing to disparage MrBeast Burger and Plaintiffs.

78. As a result, Plaintiffs have been and will be irreparably harmed.

79. Plaintiffs have no adequate remedy at law.

80. Plaintiffs are entitled to a permanent injunction precluding Defendants from disparaging MrBeast Burger and Plaintiffs, 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 Plaintiffs.

AS AND FOR A FIFTH CAUSE OF ACTION
(Tortious Interference With Contractual Relations – Against Donaldson)

81. Plaintiffs repeat and reallege the allegations of paragraphs 1 to 80 of this Complaint as if fully repeated here.

82. Plaintiffs 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, and others.

83. Donaldson was aware of Plaintiffs' contractual relationships as evidenced by, for illustrative purposes only, his communications with Plaintiffs and others and by his June 16, 2023 tweet in which he acknowledged the "2,000 restaurants" that produce MrBeast Burger products.

84. Donaldson intentionally interfered with these contractual relationships and induced multiple third parties to terminate their contractual relationships with Plaintiffs by, among other things: (a) making social media posts that were intended to tarnish MrBeast Burger and Plaintiffs; and (b) enticing away, persuading or attempting to persuade these third parties to discontinue their contractual relationships with Plaintiffs through negative and disparaging comments and social media posts about MrBeast Burger and Plaintiffs.

85. Donaldson's interference 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.

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

87. Plaintiffs 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 CAUSE OF ACTION

(Tortious Interference With Prospective Business Advantage – Against Donaldson)

88. Plaintiffs repeat and reallege the allegations of paragraphs 1 to 87 of this Complaint as if fully repeated here.

89. Plaintiffs 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, and others.

90. Donaldson was aware of Plaintiffs' contractual relationships with third parties, as evidenced by, for illustrative purposes only, his communications with Plaintiffs 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, Plaintiffs would have continued their relationships and entered into new relationships with these chains, outlets, and/or vendors.

91. Plaintiffs had a reasonable expectation of ongoing and additional contractual 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.

92. Donaldson intentionally interfered with these contractual relationships and prospective business advantages and other prospective relationships going forward, through wrongful means. Among other things, Donaldson disparaged Plaintiffs and the Brand and made damaging social media posts, which upon information and belief were viewed by millions (with millions of more impressions), which were not made in good faith to support MrBeast Burger and which, in fact, disparaged and severely undermined Plaintiffs and MrBeast Burger.

93. As a result of Donaldson's interference, whose conduct was for the purpose of harming Plaintiffs as alleged above, Plaintiffs have lost out on continued relationships and future business opportunities to enter relationships with such third parties including restaurants and other vendors, suffering 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.

94. Donaldson's interference was knowing 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.

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

96. Plaintiffs 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 CAUSE OF ACTION
(Declaratory Judgment – ESA)

97. Plaintiffs repeat and reallege the allegations of paragraphs 1 to 96 of this Complaint as if fully repeated here.

98. Defendants have asserted that CVD breached the ESA. CVD disputes that it breached the ESA. This is a justiciable controversy.

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

AS AND FOR A EIGHTH CAUSE OF ACTION
(Declaratory Judgment – Letter Agreement)

100. Plaintiffs repeat and reallege the allegations of paragraphs 1 to 99 of this Complaint as if fully repeated here.

101. Defendants have asserted that VDC breached the Letter Agreement. VDC disputes that it breached the Letter Agreement. This is a justiciable controversy.

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

WHEREFORE, Plaintiffs respectfully requests that judgment be entered:

- (a) On their First Cause of Action granting CVD damages in an amount to be determined at trial, plus interest, costs and attorneys' fees pursuant to, among others, Paragraph 21 of the ESA;
- (b) On their Second Cause of Action granting VDC damages in an amount to be determined at trial, plus interest, costs and attorneys' fees pursuant to, among others, Paragraph 21 of the ESA;

- (c) On their Third Cause of Action granting Plaintiffs damages in an amount to be determined at trial, plus interest, costs and attorneys' fees pursuant to, among others, Paragraph 21 of the ESA;
- (d) On their Fourth Cause of Action enjoining Defendants from disparaging MrBeast Burger or Plaintiffs, 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 Plaintiffs;
- (e) On their Fifth Cause of Action granting Plaintiffs damages in an amount to be determined at trial, plus interest and punitive damages;
- (f) On their Sixth Cause of Action granting Plaintiffs damages in an amount to be determined at trial, plus interest and punitive damages;
- (g) On their Seventh Cause of Action, a declaration that (i) CVD has not breached any provision of the ESA; (ii) to the extent CVD has breached the ESA, CVD has cured the breach; (iii) to the extent CVD has not cured any breach, that CVD shall have thirty days to cure such breach; and (iv) Defendants have no right to terminate the ESA;
- (h) On their Eighth Cause of Action, a declaration that (i) VDC has not breached any provision of the Letter Agreement; (ii) to the extent VDC has breached the Letter Agreement, VDC has cured the breach; (iii) to the extent VDC has not cured any breach, that VDC shall have thirty days to cure such breach; and (iv) Defendants have no right to terminate the Letter Agreement;
- (i) Granting Plaintiffs costs and reasonable attorneys' fees as contemplated by paragraph 21 of the ESA; and

- (j) Granting Plaintiffs such other, further and different relief that may be just and proper.

Dated: New York, New York
August 7, 2023

Respectfully submitted,

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