

INDEX NO.: 654668-2017
 PLAINTIFF: YIANNPOULOS, MILO
 DEFENDANT: SIMON & SCHUSTER, INC.
 CASE STATUS: ACTIVE
 ACTION: CD-ECONTRACT
 LAST UPDATE: 07-29-2017 1:00PM
 JUSTICE: OSTRAGER, BARRY R.

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Case Information

10	1	07	COMPLAINT	COMPLAINT WITH EXHIBITS A-I	-	WEINGART	AMOUNT: \$ 07/07/2017

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

-----X
MILO YIANNOPOULOS, :
: :
Plaintiff, :
: :
-against- :
: :
SIMON & SCHUSTER, INC., :
: :
Defendant. :
-----X

Index No. _____

SUMMONS

To the above-named Defendant:

YOU ARE HEREBY SUMMONED and required to serve upon Plaintiff’s attorney an answer to the Complaint in this action within twenty (20) days after the service of this Summons, exclusive of the day of service, or within thirty (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 answer, judgment will be taken against you by default for the relief demanded in the Complaint.

The venue was designated based upon Defendant’s residence, pursuant to CPLR § 503.

Dated: New York, New York
July 7, 2017

MEISTER SEELIG & FEIN LLP

By: /s/ Jeffrey P. Weingart
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Attorneys for Plaintiff

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

-----X
MILO YIANNOPOULOS, :
: :
Plaintiff, :
: :
-against- :
: :
SIMON & SCHUSTER, INC., :
: :
Defendant. :
-----X

Index No. _____

**VERIFIED
COMPLAINT**

Plaintiff Milo Yiannopoulos (“Yiannopoulos” or “Plaintiff”), through his undersigned counsel Meister Seelig & Fein LLP, as his Verified Complaint against Defendant Simon & Schuster, Inc. (“Simon & Schuster” or “Defendant”), alleges, as to his own personal knowledge as to facts within his knowledge, and upon information and belief as to the remaining allegations, as follows:

NATURE OF THE ACTION

1. This action arises out of Simon & Schuster’s willful and opportunistic breach of its contract with Yiannopoulos to publish his memoir entitled “*Dangerous*”.
2. Yiannopoulos, an outspoken and controversial columnist, blogger and free-speech activist and a former editor at *Breitbart News*, entered into a written book-publishing contract dated December 13, 2016 with Simon & Schuster under which Simon & Schuster agreed to publish *Dangerous*.
3. However, rather than live up to the terms of its contract with Yiannopoulos to publish *Dangerous*, and despite pre-orders projected to propel the book onto leading best-selling-book lists, Simon & Schuster wrongfully, and in bad faith, terminated the contract with Yiannopoulos in violation of its terms and cancelled *Dangerous* under pressure from authors,

bookselling accounts, business and special-interest groups, celebrities, and various other self-appointed censors who disagreed with views expressed by Yiannopoulos.

4. Simon & Schuster canceled *Dangerous* based on the pretext that it was “unacceptable for publication” despite having possessed and reviewed Yiannopoulos’s 80,000-word *Dangerous* manuscript for two weeks prior to the company signing Yiannopoulos’s publishing contract, and even though, just days before the cancellation, the Simon & Schuster editor overseeing the book’s content had praised Yiannopoulos’s “thorough and good work” on the manuscript.

5. In reality, Simon & Schuster, abruptly and without warning, informed Yiannopoulos’s book agent that it was terminating Yiannopoulos’s agreement and canceling the publication of *Dangerous* only hours after a news story broke that *Breitbart News* may be dismissing Yiannopoulos in the wake of false and misleading reports that he had publicly condoned pedophilia – an accusation he has vociferously denied in social media postings, as well as in the pages of *Dangerous*, which Yiannopoulos self-published on July 4, 2017.

6. As set forth in further detail below, Simon & Schuster’s termination of the Yiannopoulos’ book contract had nothing to do with the content of the *Dangerous* manuscript, and everything to do with the firestorm of controversy around Yiannopoulos, his well-known reputation for political incorrectness, and Simon & Schuster’s announcement of plans to publish his book.

7. While the book contract specifically describes Yiannopoulos as “the outspoken and controversial Breitbart columnist and blogger” – the prime motivation for Simon & Schuster to sign him, with hopes of selling many copies of his book – he apparently had become *too* controversial for Simon & Schuster, leading the company to abandon him, to his detriment, in

violation of the parties' contract. Simon & Schuster deliberately and opportunistically breached the agreement to spare itself the economic harm from boycotts, protests and other threatened actions which it perceived it would suffer in the absence of breaching the agreement.

8. The timing of Simon & Schuster's termination of the agreement was no coincidence, as reflected by the chronology of events. Indeed, on February 20, 2017, the day the *Breitbart* news broke, Mitchell Ivers, the Simon & Schuster editor, emailed Yiannopoulos's literary agent to ask if Yiannopoulos "had been dropped from *Beitbart*." Less than three hours later, Ivers informed Yiannopoulos's agent that *Dangerous* was being cancelled because it was allegedly "unacceptable". Tellingly, on the same phone call, Ivers added that because of the news regarding Yiannopoulos that had broken that day, Simon & Schuster would not be able to sell Yiannopoulos's book anyway.

9. Simon & Schuster followed up with a formal termination notice two days later on February 22, 2017, alleging, without any explanation or detail, that the *Dangerous* manuscript was "unacceptable for publication".

10. Contrary to Simon & Schuster's stated reason for terminating the *Dangerous* contract, the real reason for such termination was that Simon & Schuster buckled under a tsunami of unrelenting negative publicity surrounding Yiannopoulos and his memoir, including threatened boycotts and the like from many corners, such as authors, book sellers, publishers, reviewers, celebrities, and other parties.

11. Simon & Schuster's willful breach of its agreement with Yiannopoulos through its wrongful and unjustified termination of the contract and refusal to publish *Dangerous* has caused irreparable harm to Yiannopoulos and the commercial value of his public persona, including

millions of dollars in royalties and fees, as well as permanent harm to the development and exploitation of his stature as an important, sought-after media figure and free-speech celebrity.

12. Since Simon & Schuster's wrongful termination of Yiannopoulos's contract and cancellation of the book, he has self-published *Dangerous* commencing on July 4, 2017 in an attempt to mitigate at least a portion of the harm he has suffered, and will continue to suffer, as a result of such termination. Robust sales of *Dangerous* during the first three days after its release confirm expectations for the book to appear at or near the top of various best-seller standings, including *The New York Times Bestsellers* list.

13. However, even with book enjoying strong sales, any revenue that Yiannopoulos may receive from such publication will hardly begin to compensate for such damages.

14. As discussed in greater detail below, having determined to opportunistically breach its agreement with Yiannopoulos in an effort to preserve its other business relationships and to protect its own existing revenue streams instead of honoring the terms of the *Dangerous* contract, Simon & Schuster wrongfully and in bad faith terminated its publishing contract with Yiannopoulos and cancelled his book, in violation of such terms. As a direct result of Simon & Schuster's wrongful acts and omissions, Yiannopoulos has been damaged in an amount to be determined at trial, but in no event less than Ten Million Dollars (\$10,000,000). The award should include, without limitation, disgorgement by Simon & Schuster of any profits it has made or will make, and any other benefit it has received or will receive, that are the result of its opportunistic and self-serving breach of its agreement with Yiannopoulos.

PARTIES

15. Plaintiff Milo Yiannopoulos ("Yiannopoulos" or "Plaintiff") is a resident of London, England.

16. Upon information and belief, Defendant Simon & Schuster, Inc. (“Simon & Schuster” or “Defendant”) is a corporation organized under the laws of the State of New York, with offices located at 1230 Avenue of the Americas, New York, New York.

JURISDICTION AND VENUE

17. Pursuant to CPLR §§301 and 302, *et seq.*, jurisdiction over Defendant is proper because (i) Defendant is located in the State of New York and transacts business in the State of New York, and (ii) Defendant agreed by contract to the exclusive jurisdiction in the federal and state courts located in New York County.

18. Venue is proper pursuant to CPLR §503(a) because Defendant resides in New York County.

FACTS

Simon & Schuster Races To Secure The Exclusive Right to Publish *Dangerous*

19. Yiannopoulos is a well-known and controversial free-speech advocate and former editor at *Breitbart News* famous for his frank and outspoken approach to discussing politics, culture, religion, style and sexuality.

20. Yiannopoulos has risen to prominence in the past several years, through his appearances on television programs such as *Real Time* hosted by Bill Maher, *Tucker Carlson Tonight*, *Justice With Judge Jeanine Pirro*, and *ABC Nightline*, as well as on college campuses across the country during his notorious *Dangerous Faggot Tour*. His ever-higher media profile has resulted in his being banned from Twitter in 2016 and tapped as a keynote speaker at the Conservative Political Action Conference (CPAC) held in Washington, D.C. in February 2017.

21. Beginning in early November 2016, Yiannopoulos's literary agent, Thomas Flannery of AGI Vigliano Literary, approached Simon & Schuster with a proposal for Simon & Schuster to publish Yiannopoulos' memoir, to be entitled *Dangerous*.

22. On November 2, 2016, Flannery called Mitchell Ivers, Vice President and Editorial Director, at Simon & Schuster's Threshold Editions imprint, to let him know that a formal proposal for Simon & Schuster to publish *Dangerous* was forthcoming. Later that day, Flannery attached the proposal, entitled "The Milo Manifesto", to an email to Ivers (the "Proposal"). In the email, Flannery noted: "Milo Yiannopoulos has become the icon of young conservatives.... Current leading voices of conservatism, like Bill O'Reilly, Ann Coulter and Laura Ingraham, all appeal to a demographic age 50 and above. Milo has galvanized the next generation of conservatives, and he's doing so on their playground: social media."

23. The Proposal summed up the envisioned book as "a 75,000 word guidebook to the Milo phenomenon, its mission, and how to emulate it". The Proposal divided the book into three sections that would focus on the "Milo philosophy" including "what he believes, how he behaves and why it infuriates half the world and captures the rest"; the "history of Milo"; and "a call to arms" in the form of a "primer for bold millennials who want to emulate Milo's revolution, containing all the essential ingredients for being a Dangerous Faggot regardless of your sexual preference".

24. The next morning, Iver's replied: "Finished reading it last night. Great proposal. I would like [Milo] to come in and meet Louise Burke." Burke is President of Simon & Schuster's Gallery Books Group, which includes Threshold Editions.

25. Things then began to move quickly, reflecting Simon & Schuster's desire to lock in exclusive publishing rights to *Dangerous* and release the work as soon as possible. Within a

week, on November 7, 2016, Yiannopoulos and Flannery met with Ivers and Burke at Simon & Schuster's New York City offices. At the meeting, Ivers and Burke were effusive in their praise for Milo and the Proposal, and expressed their excitement about having the opportunity to publish *Dangerous*. During the meeting, the Simon & Schuster team stated they were accustomed to working with controversial authors, and that they were not concerned with the potential social media fallout from signing Yiannopoulos, who they knew to be controversial. A week later, Ivers wrote to Flannery, stating, "I'd like to make a preemptive offer" for the book.

26. Simon & Schuster was anxious to make an offer and sign Yiannopoulos to a publishing deal because Yiannopoulos is controversial, which meant that Simon & Schuster could sell many copies of his book – as Simon & Schuster repeatedly informed him.

27. Ivers' first offer, made via telephone, was for an advance against royalties of \$100,000, which Flannery quickly rejected. A revised offer from Simon & Schuster came in the form of an email from Ivers on November 30, 2016, in which he offered an advance against royalties of \$255,000 for the right to publish *Dangerous*. In the email, Ivers touted the reputation of Threshold Editions, stating: "As you know, Threshold Editions has always been fearless when it comes to our publishing program. We have a long history of publishing controversial authors and making them into bestsellers. We have a great shared history with the Breitbart organization, and we are excited about working with them to publish Milo's book quickly and aggressively."

28. The parties promptly agreed in principle to Ivers' financial advance proposal, and almost immediately, prior to providing Yiannopoulos with a proposed written contract containing other financial terms, including royalty and other provisions, Simon & Schuster began pushing for an aggressive *Dangerous* publication date, to coincide with the then-upcoming CPAC Conference

in February 2017. “The idea would be to have finished books at CPAC, to hand out as a tease”, Ivers wrote to Flannery on November 30th, with an original onsale date of March 14, 2017.

29. By the middle of December, even before Yiannopoulos delivered his *Dangerous* manuscript to Ivers on January 2, 2017 and well before the parties went to formal written contract, Ivers presented the book to his internal Simon & Schuster sales teams so that they could begin preselling *Dangerous* to Barnes & Noble, Amazon, and independent book stores. As part of that effort, Ivers also asked that Yiannopoulos provide professional head shots so that the Simon & Schuster team could develop and present a book cover to his sales team. He also requested that Flannery and Yiannopoulos provide additional written materials to support the sales rollout effort, stating in an email on December 12, 2016: “Send me anything they feel comfortable sending. I’m looking for wording on responses to liberal objections, so I’m looking for best responses to Alt-Right, white supremacists, and Leslie Jones. We can come up with the wording on the anti-PC angle more easily.” Yiannopoulos promptly provided Ivers with an exhaustive list of proposed responses per his request.

30. The following day, December 13th, Ivers sent Flannery Simon & Schuster’s proposed contract to publish *Dangerous*. Two days later, on December 15th, while Flannery and his team were still reviewing the draft contract, Ivers reported to Yiannopoulos that his internal presentation to his “mostly liberal” sales team at Simon & Schuster had gone “very well”. He noted that during the meeting, the Vice President of Digital Marketing had asked, “Have you ever done a book that received protests on social media?” Ivers continued: “(She’s still new here.) Everyone laughed and the EVP of Sales and Marketing filled her in on Threshold’s role in the company. Louise [Burke] added: “This is what we do at Threshold!””

31. Word that Simon & Schuster had agreed to publish *Dangerous* started to leak out by December 20th, at which point Ivers began conferring with Jennifer Robinson, Simon & Schuster's Director of Publicity. "If we can hold off a few days and have the [book] jacket out there too, it would be better than issuing the statement now," Ivers wrote.

32. On December 29th, the world became aware that Simon & Schuster had agreed to publish *Dangerous*. Ivers, who assured that he was "comfortable" with Yiannopoulos announcing the deal himself, and Simon & Schuster's publicity team followed Yiannopoulos' lead in arranging for an exclusive story to break in *The Hollywood Reporter* early that day. Yiannopoulos was quoted in the article as saying: "I met with top execs at Simon & Schuster earlier in the year and spent half an hour trying to shock them with lewd jokes and outrageous opinions. I thought they were going to have me escorted from the building – but instead they offered me a wheelbarrow full of money."

33. The *Dangerous* cat was definitely out of the bag. By the very next day, December 30, 2016, *Dangerous* pre-orders were propelling the book toward the top of several leading best-seller lists, despite not being scheduled for publication until March, 2017. And the publishing and literary world was aflame.

"Social Justice Warriors" Immediately Blast Simon & Schuster For Agreeing To Publish *Dangerous*

34. The overwhelmingly negative reaction to the *The Hollywood Reporter* story from all corners of the left-leaning public was swift and sure. Simon & Schuster was the immediate target of brutal attacks from a broad swath of liberal groups and individuals which Yiannopoulos often refers to as "Social Justice Warriors" or "SJWs".

35. Within 24 hours of the *Dangerous* announcement, widespread calls for boycotts against Simon & Schuster and its publications began reverberating across news outlets and social media – though none of the critics had read book because it was still in manuscript form and had not been published. In one such typical protest, a publisher promptly Tweeted: “Simon & Schuster just agreed to pay an advance of \$250,000 to Milo Yiannopoulos....I think we should show them that they’re wrong. Stop buying, stocking, assigning, and reviewing their books until they end their relationship with Milo.” See <https://www.facebook.com/tomleger/posts/10105757456812199>

36. The Chicago Review of Books threatened to “...not cover a single Simon & Schuster book in 2017” if Simon & Schuster did not drop *Dangerous*. See <https://www.theguardian.com/commentisfree/2017/jan/04/simon-schuster-alt-right-hate-breitbart-milo-yiannopoulos>

37. Over 160 Simon & Schuster children’s authors and illustrators signed an open letter to Simon & Schuster, protesting the company’s decision to publish *Dangerous*. In the letter, the authors and illustrators stated that they “...do not have to quietly accept or assent to this ‘Gleichschaltung,’ this getting in line with fascism and making it mainstream. We reject the wisdom of this decision. This man, and this book, are not America.” <http://uproxx.com/life/authors-protesting-simon-schuster-milo-yiannopoulos-book-deal/>

38. Feminist author Roxane Gay pulled her forthcoming book from Simon & Schuster, blasting its decision to publish “*Dangerous*,” stating “I was supposed to turn the book in this month and I kept thinking about how egregious it is to give someone like Milo a platform for his blunt, inelegant hate and provocation”. See <https://www.theguardian.com/books/2017/jan/25/roxane-gay-simon-schuster-milo-yiannopoulos>

39. Comedian Leslie Jones accused Simon & Schuster of allegedly helping the likes of Yiannopoulos “spread their hate.” See <https://www.theguardian.com/books/2017/jan/03/milo-yiannopoulos-250000-book-deal-fury-leslie-jones-simon-schuster-breitbart-alt-right>

40. Jones was not the only celebrity to jump on the anti-Simon & Schuster bandwagon as 2016 wound to a close. Comedian Sarah Silverman almost immediately Tweeted, “The guy has freedom of speech but to fund him & give him a platform tells me a LOT about @simonschuster. YUCK AND BOO AND GROSS”. Producer and comedian Judd Apatow Tweeted: “In these times we cannot let hatemongers get rich off of their cruelty. Shame on @simonshuster.” See <https://heatst.com/politics/sarah-silverman-and-judd-apatow-join-movement-to-stop-publication-of-milos-book/>

41. The Books Editor at the *Los Angeles Times*, Carolyn Kellogg, accused Simon & Schuster of publishing a “troll promoting racist, sexist views”. See <https://twitter.com/paperhaus/status/814512212488224768?lang=en>. Likewise, CNN published an anti-Simon & Schuster editorial, asking “So why on earth would Simon & Schuster give [Milo] a platform? Profit, for one thing.” See <http://edition.cnn.com/2017/01/02/opinions/milo-yiannopoulos-and-trump-profitable-hate-ben-ghiat-opinion/index.html>. Similarly, the *Washington Post* accused Simon & Schuster of making the decision to “profit from hate.” See https://www.washingtonpost.com/lifestyle/style/civilities-why-milo-yiannopoulos-is-a-man-to-be-feared-its-not-what-you-think/2017/02/10/3bff3f8e-ef06-11e6-9973-c5efb7ccfb0d_story.html?utm_term=.0953a8ea90fa

42. A *Teen Vogue* writer encouraged members of the public to send a “deluge of calls and physical letters” to Simon & Schuster. See <http://www.teenvogue.com/story/milo-yiannopoulos-book-deal-boycotting-simon-and-schuster>. In the same vein, one *ELLE* writer

accused Simon & Schuster of actually “endangering human lives” by publishing *Dangerous*. See <http://www.elle.com/culture/news/a41798/milo-yiannopoulos-book-deal/>. Such attacks were notable in that they did not come from publications known for their political coverage – another indicator of just how widespread the Simon & Schuster bashing had become in a very short time after the *Dangerous* story broke.

**Yiannopolous Delivers The Manuscript
For *Dangerous* To Simon & Schuster**

43. Meanwhile, Yiannopolos was working furiously to complete the 80,000-word manuscript for *Dangerous*, which he delivered to Ivers at Simon & Schuster on January 2, 2017 (the “Manuscript”). Given Simon & Schuster’s aggressive schedule for the book, Ivers immediately began to review the Manuscript in earnest. “Getting right to it, since there’s going to be an inordinate amount of attention paid once we’re done,” Ivers emailed Yiannopoulos later that day.

44. Within hours after receiving the Manuscript, Ivers began to attempt to control Yiannopoulos’s public statements and appearances. For example, he requested that Yiannopoulos not respond to Tweets by the actor Leslie Jones. “From this point on, see if you can let the book speak for itself,” Ivers emailed. The next day, January 4th, Ivers wrote in an email to Flannery: “Laboring to finish the edit, as there will be much scrutiny of the manuscript. Internal upset is large, especially since it involves complaints to other imprints.”

45. True to his word, Ivers continued with his review of the Manuscript through the first week of January, reporting to Flannery on January 10th that “...some people here are looking at my edits. I should be ready to send today.” Upon information and belief, the “some people” to whom Ivers referred included executives and attorneys at Simon & Schuster, as confirmed in various verbal updates from Ivers to Flannery.

46. By January 11th, Ivers still had not sent the edited Manuscript back to Flannery or Yiannopoulos. When Flannery expressed concern that time was running short until the scheduled *Dangerous* March 17th publication date, Ivers responded: “Let’s talk tomorrow after you see the edited manuscript. As I’ve said the edits have been more extensive than I imagine, particularly given the level of scrutiny the book has been and will be under. I’m sorry to put you off another day, but the work is important.”

47. On January 13th, Ivers delivered Simon & Schuster’s comments on the Manuscript to Yiannopoulos and Flannery. In conjunction with such delivery, Ivers, Flannery and Yiannopoulos had an extensive phone call to review Ivers’ edits together. “Thank you for taking the time to go over the edits yesterday,” Ivers stated in a follow-up January 14th email. “I know it can feel like root canal to dissect something you’ve written, so I was glad to hear you say that you are 90-95% in agreement with what we discussed.” In his email, Ivers listed seven points that Yiannopoulos would need to address in the second draft of the Manuscript.

48. During the January 13th call, Yiannopoulos and Flannery agreed to immediately begin making the edits to the Manuscript that Ivers had requested. Yiannopoulos’ chief of business operations informed Ivers and Flannery on January 16th that he and Yiannopoulos expected the work to be done, and the revised Manuscript submitted to Ivers, on Monday, January 30th. Ivers responded that legal review of the revised Manuscript could not begin until he and Yiannopoulos had completed their revisions, and that Ivers was scheduled to be on vacation that week and would not return to the office until Friday, February 3rd. Therefore, Ivers stated, the original publishing schedule was no longer possible. The *Dangerous* release date was consequently moved from March 14th to June 13th.

**Simon & Schuster Finally Executes and Delivers
Its Publishing Agreement With Yiannopoulos**

49. On January 18, 2017, *after more than two weeks of detailed internal Simon & Schuster review of the Manuscript, and after discussing the resulting edits with Yiannopoulos*, Simon & Schuster finally sent to Yiannopoulos and Flannery, under cover of a letter from Steve Filbert, Senior Director of Contracts, a fully executed form of the parties' Publishing Agreement dated as of December 13, 2016 (the "Publishing Agreement"). A true and correct copy of the Publishing Agreement, which Yiannopoulos had signed and returned to Simon & Schuster on or about December 29, 2016, is attached as **Exhibit A** hereto. The Publishing Agreement was executed by Carolyn K. Reidy, President & Chief Executive Officer of Simon & Schuster.

50. Filbert noted in his cover letter to Publishing Agreement that Simon & Schuster's royalty department would shortly mail out separately the first advance installment check of \$80,000, as called for under the Publishing Agreement. Such payment was made and received shortly thereafter, as promised by Filbert.

51. Simon & Schuster delivered the fully executed Publishing Agreement to Flannery nearly three weeks after Yiannopoulos had signed and delivered the partially executed form of the Publishing Agreement to Simon & Schuster, and more than two weeks after Yiannopoulos had delivered the Manuscript to Ivers, the Simon & Schuster editor.

52. At no time prior to returning the fully executed Publishing Agreement back to Flannery on January 18th and making the initial \$80,000 advance payment to Yiannopoulos shortly thereafter, did Ivers or anyone else at Simon & Schuster communicate to Flannery or Yiannopoulos, in words or substance, that the Manuscript was unacceptable for publication.

53. Upon information and belief, at no time during the two weeks of internal Simon & Schuster review of the Manuscript leading up to the return of the fully executed Publishing

Agreement on January 18th did Simon & Schuster conclude that the Manuscript was unacceptable for publication.

54. Upon information and belief, had Simon & Schuster come to the conclusion during the internal, two-week review of the initial Manuscript by multiple high-level executives and attorneys at Simon & Schuster that the Manuscript, with revisions that Yiannopoulos had already expressly agreed to, was unacceptable for publication, Simon & Schuster would not have sent to Flannery the fully executed Publishing Agreement on January 18th; nor would Simon & Schuster had made the initial advance installment to Yiannopoulos of \$80,000.

55. Reidy, the Simon & Schuster President and CEO, executed the Publishing Agreement and/or authorized the fully executed Publishing Agreement bearing her signature to be delivered to Yiannopoulos only after Simon & Schuster's two-week review of the Manuscript by executives and attorneys at Simon & Schuster.

56. Upon information and belief, Reidy would not have signed the Publishing Agreement, authorized her electronic signature to be applied to the Publishing Agreement, or authorized the return to Flannery of the fully executed Publishing Agreement bearing her signature, unless Simon & Schuster believed that the Manuscript was acceptable for publication.

57. Upon information and belief, if Simon & Schuster had, in good faith, determined that the Manuscript was not acceptable for publication at any time prior to Reidy executing the Publishing Agreement or returning the Publishing Agreement to Flannery, it would not have provided the fully executed Publishing Agreement to Flannery or paid the \$80,000 initial royalty advance installment.

58. On or about January 18, 2017, at the same time Simon & Schuster CEO Reidy was arranging to have the fully executed Publishing Agreement sent to Flannery, she remained under

intense pressure from Simon & Schuster authors, imprints and publishers, as well as endless other groups and individuals, to cancel the book. In response, she began preparing an open letter to Simon & Schuster authors in order to distance its Threshold Editions imprint, which was to publish *Dangerous*, from other Simon & Schuster imprints and publishers.

59. On January 23, 2017, Reidy published the resulting letter defending Threshold Editions' decision to enter into the Publishing Agreement with Yiannopoulos, stating: "First and foremost, I want to make clear we do not support or condone, nor will we publish, hate speech." A true and correct copy of Reidy's January 23rd letter is attached as **Exhibit B** hereto.

60. In a cover email to the letter which Reidy distributed internally to Simon & Schuster employees, Reidy stated:

In the past few weeks I have heard from many of you, either directly or through your managers, regarding the Threshold Editions acquisition of *Dangerous* by Milo Yiannopoulos. I have also heard from some of our authors, bookselling accounts, and members of the reading public.

Your opinions are not taken lightly, and while we are clearly in the middle of a controversial situation, I am gratified by your obvious pride in working for Simon & Schuster, and that you care enough and have taken the time to be in touch.

Attached is a letter being distributed to our authors who have communicated with us about this matter. If you have been contacted by authors who did not also write to me, feel free to send this letter on to them. It will also be posted on our Author Portal.

I hope you will read this letter and be assured that above all else, we will not publish a book that we consider to be hate speech.

A true and correct copy of Reidy's email dated January 23, 2017, is attached as **Exhibit C** hereto. Reidy issued the foregoing statement without consulting or warning Yiannopoulos, and without first providing him with any information he could use to defend himself or prepare for media questioning, including on the topic of what, in her view, constituted "hate speech".

**Breaking News Events Involving
Yiannopoulos Ratchets Up Pressure
On Simon & Schuster to Cancel *Dangerous***

61. Meanwhile, while Yiannopoulos was working with his team beginning on January 13th to revise the Manuscript in order to address Ivers' suggestions, events surrounding Yiannopoulos continued to ratchet up pressure on Simon & Schuster to cancel *Dangerous*.

62. On Friday, January 13th, a planned event at the University of California at Davis, hosted by Davis College Republicans, which was to be keynoted by Yiannopoulos and Martin Shkreli, was abruptly canceled after a mass of protestors opposing Yiannopoulos' appearance on campus turned up outside the building where it was supposed to take place. UC Davis said in a statement that the Davis College Republicans had canceled the event after consulting with the UC Davis Police Department, determining that due to the protestors blocking access to the venue, "...it was no longer feasible to continue with the event safely".

63. A week later on Friday, January 20, 2017 – the day President Trump was inaugurated – Yiannopoulos spoke at the University of Washington in Seattle. Raucous protests and confrontations between Trump supporters and detractors throughout the day escalated, peaking when a man was shot outside of the campus building where Yiannopoulos was speaking.

64. Then, on February 1, 2017, Yiannopoulos was scheduled to appear at a speaking engagement at UC Berkeley as part of his cross-country *Dangerous Faggot Tour*. However, violent protests erupted ahead of the appearance, reportedly causing \$100,000 worth of damage to the campus and \$500,000 worth of damage to downtown Berkeley. UC Berkeley reportedly blamed "150 masked agitators" for the unrest, adding that they had apparently come to the campus to disturb an otherwise peaceful protest. In a prepared statement, UC Berkeley stated that two Berkeley College Republicans "were attacked while conducting an interview". Administrators at

the school decided to cancel Yiannopoulos's speech about two hours before the event, stating that it removed him from campus "amid the violence and destruction of property and out of concern for public safety".

65. En route back from vacation the following morning, Friday February 3rd, Ivers' wrote to to Flannery: "The moment I got through Customs, there was Milo on the TV on CNN. Let's chat on the phone this A.M."

66. In light of the breaking news about the UC Davis, University of Washington, and UC Berkeley events, Yiannopoulos requested that Ivers provide him more time to submit his revised Manuscript so that material about the events could be included. "It would be absurd for me to publish a book without some discussion of the INSANITY of the last few weeks," Yiannopoulos told Ivers. Ivers concurred with the request.

67. The escalating protests against Yiannopoulos resulting from the fallout from *The Dangerous Faggot Tour* continued to mount, causing Ivers to complain in an email to Flannery on Monday, February 13th: "My phone has been toxic since the Milo news broke! The only calls I get are SJWs reading prepared scripts about how I am aiding and abetting fascism."

68. Meanwhile, Ivers continued to complain to Flannery about what he referred to as Yiannopoulos' "out of control media bookings". In a February 14th email to Flannery, Ivers stated: "Bad situation developing here with out-of-control media bookings and no manuscript. What time will you be in?" Ivers' email was consistent with his continued efforts to control Yiannopoulos and limit his public appearances prior to the release of *Dangerous*.

**Simon & Schuster Praise Yiannopoulos'
Revised Manuscript Draft And Plot Publicity
Strategy For Dangerous' Release**

69. Later that evening, on February 14th, Yiannopoulos sent Ivers revised version of the Manuscript, noting that he would like another 24 to 48 hours to "...add theory, history and pop culture material I consider critical to making the case for me as a cultural icon in my own right as well as America's most relevant cultural and political critic". Ivers responded almost immediately: "Received, and will read with alacrity".

70. Yiannopoulos' revised Manuscript addressed each of the issues that Ivers had raised after he and others at Simon & Schuster engaged in indepth reviews of the first draft, beginning the first week of January.

71. The very next day, February 15, 2017, Ivers, confirming that he was pleased with the revised Manuscript, stated in a text to Yiannopoulos, "*Don't quote me but you done good*". Ivers on the same day also confirmed that sentiment in a separate email to Yiannopolous, stating as follows:

Thanks for doing such thorough and good work. Hold off on the theory, history and pop culture material. They can be inserted into your 3d draft after I send back notes on this draft. Getting another one 24-48 hours will just confuse matters now. There's plenty for us to chew on here, so hold off on re-submitting until I respond.

[Emphasis added]. True and correct copies of Ivers' February 15th text and email are attached as **Exhibit D** hereto.

72. Two days later, on February 17th, the parties spoke on a conference call arranged by Ivers that included Yiannopoulos, Flannery, Threshold Publisher Louise Burke, and Jen Robinson, Vice President and Director of Publicity. At or about the time of such call, which closely followed Yiannopoulos' appearance on the television program *Real Time* hosted by Bill

Maher during the prior weekend, *Dangerous* pre-orders had climbed toward the top of Amazon rankings. In addition, Flannery two days earlier had published an opinion piece in Publishers Weekly in defense of *Dangerous*. See <https://www.publishersweekly.com/pw/by-topic/columns-and-blogs/soapbox/article/72794-in-defense-of-milo-yiannopoulos-s-book.html>

73. Ivers set the stage for the February 17th all-hands call in a text to Yiannopoulos a day earlier, stating, “On this phone call with us tomorrow, you’re going to love Jen Robinson, our VP of publicity. She’s a big supporter.”

74. On the February 17th call, Ivers, Burke and Robinson expressed their displeasure that Yiannopoulos was maintaining such a high profile in advance of the *Dangerous* release. They stated that having Yiannopoulos appear on shows with Bill Maher and the like so close to the book release date would undercut Simon & Schuster’s ability to arrange such engagements in order to promote *Dangerous* upon its release. Said differently, Simon & Schuster was concerned that if Yiannopoulos appeared on such shows only several weeks before the book’s release, those same shows would not have him back on the shows, as part of their intended rollout and promotion of *Dangerous* once it was published.

75. Ivers, Burke and Robinson made it very clear during the February 17th call that Simon & Schuster intended to move ahead with publishing *Dangerous*. At that point, Ivers had already reviewed and praised Yiannopolous’ work on the revised Manuscript, delivered three days earlier, and Robinson was well into planning publicity for the book. Consistent with their clear intent on February 17th to publish *Dangerous*, no one from Simon & Schuster said anything negative about the Manuscript or its content during the call, instead focusing on how to best prepare for and roll out publicity once *Dangerous* was released. As reflected during the call, publication at that point was a given.

76. Ivers, unable to contain his glee over how well the February 17th call with his boss Burke had gone, wrote in an email to Yiannopoulos and Robinson, the Simon & Schuster publicity contact, a few minutes after the call ended: “*That was a great phone call.* Have a great, great time on Bill Maher. I will be at the opera (of course), but I’ve set my DVR. Here is Jen Robinson’s contact information.” [Emphasis added] A true and correct copy of Ivers’ email of February 17, 2017 is attached as **Exhibit E** hereto.

77. Following the February 17th meeting, on February 19, 2017, a day before he abruptly informed Flannery that Simon & Schuster was terminating the Publishing Agreement (as described further below), Ivers texted Yiannopoulos as follows:

I will have my notes for you [on the revised Manuscript] before CPAC but they may have to wait for me to add some notes from my colleagues. Then I will be in London for a week for my birthday, so it wou[l]d be great to get the file back from you shortly after I return. *I’m hoping that will be the draft that goes to copyediting and legal. I’ll know more Tuesday or Wednesday.*

[Emphasis added] A true and correct copy of Ivers’ February 19th text is attached as **Exhibit F** hereto. In the book-publishing process, “copyediting and legal” are generally two late-stage activities undertaken by publishers shortly before finalizing and publishing a book.

**Simon & Schuster Abruptly Terminates
Publishing Agreement Within Hours
Of News Reports that *Breitbart News* May
Dismiss Yiannopoulos**

78. On February 20, 2017, *only three days* following the all-hands call with Simon & Schuster which call Ivers had described as “great,” less than a week after he had personally praised Yiannopoulos for “doing such thorough and good work” on the revised Manuscript, and only *one day* after Ivers expressed optimism to Yiannopoulos about shortly submitting the Manuscript for

copyediting and legal review, Ivers called Flannery and abruptly informed him that Simon & Schuster was terminating the Publishing Agreement.

79. The sudden revelation that Simon & Schuster had decided to terminate the Publishing Agreement came following a mid-afternoon email from Ivers to Flannery on February 20th at 2:50 p.m. in which he asked: “Charlie Gasparino at Fox Business just Tweeted this. Is it true? #BreakingNews @BreitbartNews considering dismissal of Milo Yiannopoulos over remarks that sparked outrage no comment yet from milo”. A true and correct copy of Ivers’ email of February 20th is attached as **Exhibit G** hereto. Leading up to his 2:50 p.m. email to Flannery, Ivers texted Yiannopoulos regarding his scheduled upcoming appearance as a keynote speaker at CPAC: “Did they cancel you?” Ivers wrote.

80. Slightly more than two hours after his earlier email to Flannery, at 4:59 p.m., Ivers emailed Flannery, stating: “Just called. Can you call me ASAP?”

81. About a minute later, at or around 5 p.m. on February 20th, Flannery reached Ivers by phone. On the call, Ivers informed Flannery that the second draft of the Manuscript that Yiannopoulos had delivered – rather than reflecting Yiannopoulos’ “thorough and good work” as Ivers had stated only five days earlier – was allegedly “unacceptable” and that, because of the “news” about Yiannopoulos that had broken earlier that day, Simon & Schuster “wouldn’t be able to sell the book anywhere”. On the call, Ivers did not provide any details about why the Manuscript was allegedly “unacceptable”, citing only what he referred to vaguely as Yiannopoulos’ “incendiary jokes and flippant remarks” concerning various groups of people, which Ivers stated were “getting in the way” of what Yiannopoulos was actually saying. A brief statement released by Simon & Schuster the same day read: “After careful consideration, Simon & Schuster and its Threshold Editions imprint have cancelled publication of *Dangerous* by Milo Yiannopoulos.”

82. By letter dated February 22, 2017 to Yiannopoulos, Jeffrey L. Wilson, Vice President Contracts at Simon & Schuster, informed Yiannopoulos that the Manuscript was “unacceptable for publication” and that “we hereby terminate the [Publishing] Agreement....” The letter provided no supporting details. A true and correct copy of Wilson’s letter is attached as **Exhibit H** hereto (the “Termination Letter”).

83. The Termination Letter went on to state: “This letter shall confirm that you are under no obligation to repay the \$80,000 advance to you such sum being in full satisfaction and discharge of Simon & Schuster’s obligation under the Agreement. We hereby revert all right, title and interest in and to the Work.” The statement that Yiannopoulos could retain the \$80,000 was a transparent attempt to placate him so that he would not file the instant lawsuit.

84. The Gasparino Tweet of February 20th which inaccurately reported that “BreitbartNews [was] considering dismissal of Milo Yiannopoulos over remarks that sparked outrage...” was the result of videos of Yiannopoulos posted by *The Reagan Battalion* on February 19, 2017 in reaction to the news that CPAC had given him a keynote speaking position at the upcoming CPAC conference. Critics charged that, in the videos, including an audio track from a January 2016 installment of a political podcast, Yiannopoulos allegedly justified sexual relationships between teenage boys and adult men in certain circumstances, including by pointing to himself as an example of someone who was, according to him, capable of consensually agreeing to sexual relationships before he was 18 years of age.

85. In a Facebook posting later that evening, February 19th – the day before Ivers notified Flannery that Simon & Schuster was terminating the Publishing Agreement -- Yiannopoulos was quick to expressly disavow supporting pedophilia.

I do not support pedophilia. Period. It is a vile and disgusting crime, perhaps the very worst. There are selectively edited videos doing the

rounds, as part of a coordinated effort to discredit me from establishment Republicans, that suggest I am soft on the subject.

If it somehow comes across (though my own sloppy phrasing or deceptive editing) that I meant any of the ugly things alleged, let me set the record straight: I am completely disgusted by the abuse of children.

In his Facebook post, Yiannopoulos went on to cite a number of facts as proof that the pedophilia allegations against him were false and misleading, including that he “outed” three pedophiles during his career as a journalist, and that he has repeatedly “expressed disgust at pedophiles in my journalism.” He also noted that in the podcast, he was referring to his own relationship when he was 17 with a man who was 29, and that he should not have used the word “boy” when talking about such relationships. A true and correct copy of Yiannopoulos’ February 19th Facebook post is attached as **Exhibit I** hereto.

86. On February 21, 2017, Yiannopoulos resigned from *Breitbart News*, stating: “I would be wrong to allow my poor choice of words to detract from my colleague’s important reporting, so today I am resigning from Breitbart, effective immediately. This decision is mine alone.”

87. The following day, February 22nd, Wilson from Simon & Schuster sent his letter confirming that Simon & Schuster had terminated the Publishing Agreement.

**Simon & Schuster’s Termination
Rights Under The Publishing
Agreement Were Limited**

88. The Publishing Agreement between Simon & Schuster and Yiannopoulos set out the terms and conditions under which Simon & Schuster was to publish *Dangerous*.

89. Section 4(a) of the Publishing Agreement provides that Yiannopoulos shall deliver “the Work”, *i.e.*, *Dangerous* to Simon & Schuster, referred to as “Publisher”, “on or before December 31, 2016”. Section 4(a) further provides that “[t]he Work shall be approximately 65,000

words in length and is described as a work of non-fiction on free speech by the outspoken and controversial Breitbart columnist and blogger.”

90. Article III of the Publishing Agreement is entitled “Payments to the Author”, and specifies what payments Simon & Schuster is required to make to Yiannopoulos in connection with the publication of *Dangerous*. Such payments include: (i) \$225,000 in advances against all amounts accruing to Yiannopoulos under the Publishing Agreement (Section 5); (ii) payment of royalties arising from sales of *Dangerous* (Section 6); and (iii) payment of proceeds from the sale or license of subsidiary rights (Section 7).

91. Article IV of the Publishing Agreement is entitled “Failure to Deliver the Manuscript; Acceptance of the Manuscript.” Included in Article IV is Section 13 entitled “Acceptance of Manuscript”. Section 13(a) states as follows:

The Publisher shall not be obligated to accept or publish the Work if in its sole good faith judgment the Work is not acceptable to it. If the Author delivers a manuscript of the Work within the time specified, in what the Author represents to be its complete and final form, the Publisher shall, within 45 days after its receipt thereof, determine whether the Work is editorially acceptable to it. If the manuscript of the Work is not editorially acceptable to the Publisher, the Publisher shall (within said 45-day time period) notify the Author in writing, stating the reasons therefor, and shall request in writing in reasonable detail that Author make revisions, changes or supplements (“revisions”) thereto, and Author shall have 90 days for the revision process. If Publisher requests one or more revisions in the manuscript as submitted or as thereafter revised, Publisher’s time to determine the acceptability thereof shall be extended for a period of 30 days after resubmission by the Author, or 30 days after Publisher’s receipt of written notice by Author that no further revisions will be made. Author will make revisions as promptly as possible after Publisher’s request therefor. No request for revisions shall be deemed to obligate Publisher to accept the final revision or to constitute a conditional acceptance thereof. If the Publisher in its sole discretion determines to submit the manuscript to a legal review (which shall be conducted at Publisher’s sole expense), the Author shall cooperate with the Publisher or Publisher’s counsel in such review and notwithstanding anything to the contrary in this Agreement the time for Publisher to accept or reject the Work shall be extended to 30 days after completion of the legal review.

92. Section 13(d) of the Publishing Agreement further states as follows:

If the revised complete manuscript of the Work delivered by the Author is not, in Publisher's sole good faith judgment, editorially acceptable to the Publisher, the Author shall repay, in accordance with the provisions of subparagraph 13(e) below, all sums advanced to the Author hereunder and upon such repayment the Agreement shall terminate and all rights granted herein shall revert to Author.

93. Section 13(e) of the Publishing Agreement provides that "[i]n the event of termination of this Agreement because the revised complete manuscript is unacceptable to the Publisher, the Author or the Author's duly authorized representative shall make reasonable commercial efforts to sell the Work elsewhere..." and use the proceeds to repay the advances paid to Yiannopoulos under the Publishing Agreement.

94. Article V of the Publishing Agreement is entitled "Production and Publication of the Work. Included in Article V is Section 18 entitled "No Obligation To Publish". Section 18 states as follows:

The Publisher will, at Author's reasonable request and at Publisher's sole expense, vet the Work for legal concerns. Notwithstanding anything contained herein to the contrary, the Publisher shall not be obligated to publish the Work if, in the sole and absolute good faith judgment of its legal counsel, whether before or after acceptance thereof, the Work contains libelous or obscene material, or its publication may violate the right of privacy, common law or statutory copyright, or any other right of any person or entity. In such event, unless the Author makes changes required by Publisher's legal counsel in such counsel's reasonable judgment, Publisher shall be entitled, within 90 days after Publisher's written notice of such decision, to the return of all monies advanced to the Author hereunder, and to terminate this Agreement. Notwithstanding any request by Publisher for change or substantiation, nothing in this Agreement shall be deemed to impose upon the Publisher any duty of independent investigation or to relieve the Author of any of the obligations assumed by Author hereunder, including, without limitation, the ongoing validity of Author's warranties and representations which shall apply to all material in the Work, whether or not changed at the request of Publisher's legal counsel.

95. Pursuant to Sections 13(a) and 18 of the Publishing Agreement, once Yiannopoulos had timely delivered the Manuscript, which he did, Simon & Schuster had the contractual right to terminate the Publishing Agreement and refuse to publish *Dangerous only* if either (i) "...in its sole good faith judgment the Work is not acceptable to it" (see Section 13(a)); or (ii) "...in the sole and absolute good faith judgment of its legal counsel, whether before or after acceptance thereof, the Work contains libelous or obscene material, or its publication may violate the right of privacy, common law or statutory copyright, or any other right of any person or entity" and Yiannopoulos failed to "...make changes required by Publisher's legal counsel in such counsel's reasonable judgment...". (see Section 18).

96. Further, the option to terminate the Publishing Agreement and to refuse to publish *Dangerous* was available to Simon & Schuster only if, in addition to the fulfillment of the aforementioned express conditions set forth in Sections 13(a) and 18, Simon & Schuster followed the notification-and-revision requirements set forth in those provisions, which it failed to do.

**Simon & Schuster's Termination
Of The Publishing Agreement And
Refusal To Publish *Dangerous* Was
Pretextual And Was Not Based On Its
Good Faith Judgment That *Dangerous*
Was Unacceptable For Publication,
As Required By The Publishing Agreement**

97. Based on the chronology and facts cited above, it is beyond any doubt that Simon & Schuster's wrongful termination of the Publishing Agreement was based on the intense public outcry and pressure it faced following the announcement of the *Dangerous* deal – including widespread social media protests and barrages of threatened boycotts and author mutinies – to spare itself the financial harm it perceived would occur in the absence of such termination, rather than on its good-faith judgment that *Dangerous* was unacceptable for publication.

98. Before February 20, 2017, Simon & Schuster never informed Yiannopoulos or his literary agent that the Manuscript was unacceptable for publication. On the contrary, Ivers and others in positions of authority at Simon & Schuster confirmed, through their actions and words, that they were pleased with the work that Yiannopoulos had done on the Manuscript, that the Manuscript was acceptable for publication, and that they were excited about shortly finalizing the Manuscript and promoting and publishing *Dangerous*.

99. Simon & Schuster's President and CEO would not have authorized delivery of the Publishing Agreement bearing her signature more than two weeks after Ivers had received the Manuscript if she, Ivers and/or others at Simon & Schuster in positions of authority were of the view that the Manuscript was "unacceptable for publication".

100. The chronology of events establish that Simon & Schuster's termination of the Publishing Agreement was nearly simultaneous with – and in reaction to – news report that *Breitbart News* was about to dismiss Yiannopoulos following false and misleading social media postings to the effect that Yiannopoulos is "soft on pedophilia", rather than on concerns regarding the content of the Manuscript.

101. Based on the timing of the termination, it is clear that the reports concerning the alleged pedophilia issue and Yiannopoulos' alleged imminent dismissal from *Breitbart News* were "the last straw" at Simon & Schuster, which had been under intense public scrutiny and criticism for nearly two months due to its planned publication of *Dangerous*. More specifically, such reports apparently left Threshold Editions without the ability to continue defending the publication of *Dangerous* against growing opposition from other Simon & Schuster executives, publishers and editors who oppose Yiannopoulos' views. At that moment, by all indications, the pressure within

Simon & Schuster to cancel the book trumped the terms of the Publishing Agreement, leaving Yiannopoulos to fend for himself.

102. Upon information and belief, in light of the public pressure that had been building on Simon & Schuster since the announcement of *Dangerous*, including the prospect of boycotts and author mutinies, there were discussion within the leadership ranks of Simon & Schuster leading up to February 20, 2017 about whether to honor the terms of the Publishing Agreement, or instead cancel the book.

103. The swiftness with which Ivers informed Flannery on February 20, 2017 that Simon & Schuster was terminating the Publishing Agreement, coming a day after praising Yiannopoulos' work and stating his anticipation of having the Manuscript copy edited and reviewed by legal counsel, evidences prior consideration of such termination at the highest levels of Simon Schuster prior to February 20th – on grounds other than any alleged issues with the Manuscript.

104. According to Ivers, Threshold Editions had had prior business relations with *Breitbart News*, and had worked with *Breitbart News*, on some publishing projects. Accordingly, Simon & Schuster had serious concerns about Yiannopoulos allegedly being imminently dismissed from *Breitbart News*, as reflected in the correspondence from Ivers. Upon information and belief, such concern was a factor in Simon & Schuster terminating the Publishing Agreement.

105. None of the foregoing concerns about public pressure, boycotts or industry criticism, or Yiannopoulos' departure from *Breitbart News* are valid grounds for termination of the Publishing Agreement according to its terms or for canceling the publication of *Dangerous*. Accordingly, Simon & Schuster's termination of the Publishing Agreement and refusal to go ahead with the publication of *Dangerous* constitutes a willful and material breach of the Publishing Agreement.

106. Based on the foregoing, Simon & Schuster's stated ground in the February 22, 2017 Termination Letter that the Manuscript "is unacceptable for publication" is obviously a false pretext, designed to attempt to legally justify such termination where no such justification exists.

Yiannopoulos Self-Publishes

Dangerous

107. Without making any admission that Simon & Schuster's termination of the Publishing Agreement was in compliance with the terms of the Publishing Agreement (which it was not), Yiannopoulos began making arrangements shortly following such termination to quickly self-publish *Dangerous*.

108. By self-publishing *Dangerous*, Yiannopoulos sought, among other things, to mitigate, to the extent possible, at least some portion of the irreparable and ongoing financial and reputational harm which Simon & Schuster caused him through its legally unjustified termination and breach of the Publishing Agreement and its refusal to publish *Dangerous*, in accordance with Section 13(e) of the Publishing Agreement.

109. On July 4, 2017, Yiannopoulos released the first edition of *Dangerous*.

110. Robust sales of *Dangerous* during the first three days after its release confirm expectations for the book to appear at or near the top of various best-seller standings, including *The New York Times Bestsellers* list.

Simon & Schuster's Wrongful Termination Of The Publishing Agreement and Cancellation Of *Dangerous* Has Caused At Least \$10 Million In Damages To Yiannopoulos

111. Simon & Schuster's wrongful termination of the Publishing Agreement and cancellation of *Dangerous* has irreparably harmed Yiannopoulos, financially, professionally and personally.

112. Among other things, Simon & Schuster's knowing and willful breaches of the Publishing Agreement has forever tainted Yiannopoulos as somehow being unfit to be published by a leading publication house. Rather than have Simon & Schuster standing behind him as a well-regarded and best-selling author, pursuant to the terms of the Publishing Agreement, Yiannopoulos is now one of the legions of authors who have had to resort to self-publishing his work in order to provide the public an opportunity to read it, at his own expense and with uncertain financial outcomes.

113. By terminating the Publishing Agreement without any valid basis, Simon & Schuster has placed the financial interests of Simon & Schuster over those of Yiannopoulos, the author with whom it had contracted. As a result, Yiannopoulos has been deprived of all the benefits of being affiliated with Simon & Schuster – consideration for which he bargained and to which Simon & Schuster agreed pursuant to the Publishing Agreement.

114. Such benefits include, without limitation, millions of dollars in royalties and other fees from sales of *Dangerous* and the exploitation of various subsidiary rights, including sales resulting from Simon & Schuster's rollout and promotion of the book.

115. Upon information and belief, although sales of Plaintiff's self-published *Dangerous* have been robust during the first three days after being released, long-term sales of *Dangerous* will be lower than they would have been had Simon & Schuster not terminated the Publishing Agreement and cancelled the book without any legal justification.

116. As a direct result of Simon & Schuster's willful breach of the Publishing Agreement, Yiannopoulos has suffered and will continue to suffer direct and consequential damages arising from lower public awareness of, and sales of, *Dangerous*, including millions of dollars in book royalties, other fees, and lost profits.

117. In addition, Simon & Schuster's wrongful acts and omissions have caused irreparable harm to the commercial value of Yiannopoulos' public persona, including long-lasting harm to the development and exploitation of his stature as an important, sought-after media figure and free-speech celebrity. Such damages include the loss of reputation and goodwill which Yiannopoulos would have garnered, through Simon & Schuster's diligent promotion and sales of *Dangerous*, including by achieving book sales that would put him at or near the top of best-selling-author standings, such as *The New York Times Best Sellers*.

118. To the extent that Simon & Schuster has profited by opportunistically terminating the Publishing Agreement and canceling *Dangerous*, thereby preserving important Simon & Schuster business relationships with authors, book distributors and sellers, publishers, and the like, Yiannopoulos is entitled to disgorgement of such profits as part of an award against Simon & Schuster.

119. Upon information and belief, all told, as a result of Defendant's wrongful acts and omissions described above, Plaintiff has suffered damages in an amount to be determined at trial, but in no event less than Ten Million Dollars (\$10,000,000).

FIRST CAUSE OF ACTION
(Breach of Contract)

120. Plaintiff repeats and re-alleges each and every allegation in the preceding paragraphs as if fully set forth herein.

121. The Publishing Agreement is a valid and binding contract.

122. Plaintiff performed each and every one of his obligations under the Publishing Agreement.

123. Upon information and belief, Defendant's termination of the Publishing Agreement on the grounds that the Manuscript was allegedly "unacceptable for publication" was merely

pretextual, in bad faith, and without any valid legal basis, under the Publishing Agreement or otherwise.

124. For all the reasons set forth above, Defendant's termination of the Publishing Agreement and refusal to proceed with publication of *Dangerous* was in breach of the express terms of the Publishing Agreement.

125. Defendant's breach of the Publishing Agreement through its wrongful termination thereof and cancellation of *Dangerous* was willful and in bad faith.

126. As a direct result of Defendant's willful breach of the Publishing Agreement, Plaintiff has been damaged in an amount to be determined at trial, and is entitled to disgorgement of profits realized by Defendant from such deliberate and opportunistic breach, in an amount of no less than Ten Million Dollars (\$10,000,000), in the aggregate.

SECOND CAUSE OF ACTION
(Breach of the Covenant of Good Faith and Fair Dealing)

127. Plaintiff repeats and re-alleges each and every allegation in the preceding paragraphs as if fully set forth herein.

128. Plaintiff and Defendant are parties to the Publishing Agreement, which is a valid and binding contract.

129. Defendant has acted in a manner that, although not expressly forbidden by any contractual provision in the Publishing Agreement, has deprived Plaintiff of the right to receive the benefits and valuable consideration for which he bargained under the Publishing Agreement.

130. As a party to the Publishing Agreement, Defendant is bound by the implied covenant of good faith and fair dealing.

131. Under the implied covenant of good faith and fair dealing, Defendant is bound by an implied promise to act in a manner that does not deprive Plaintiff from receiving the benefits

and valuable consideration called for under the Publishing Agreement, including, without limitation, royalties, fees, good will, and other consideration arising from and in connection with Defendant's marketing, promoting, offering for sale, selling, and otherwise exploiting *Dangerous* and various related subsidiary rights.

132. Such implied promise is not contrary to, or in breach of, to any express provision in the Publishing Agreement.

133. Defendant breached the implied covenant of good faith and fair dealing by arbitrarily and in bad faith exercising its discretion to deem the Manuscript unacceptable for publication.

134. As a direct result of Defendant's aforementioned breach of the implied covenant of good faith and fair dealing, Plaintiff has been damaged in an amount to be determined at trial, and is entitled to disgorgement of profits realized by Defendant from such deliberate and opportunistic breach, in an amount of no less than Ten Million Dollars (\$10,000,000), in the aggregate.

WHEREFORE, Plaintiff hereby demands entry of judgment against Defendant as follows:

(a) On the First Cause of Action, an award of damages in Plaintiff's favor, and against Defendant, in an amount to be determined at trial, but in no event less than Ten Million Dollars (\$10,000,000), plus interest;

(b) On the Second Cause of Action, an award of damages in Plaintiff's favor, and against Defendant, in an amount to be determined at trial, but in no event less than Ten Million Dollars (\$10,000,000), plus interest;

(c) On the First and Second Causes of Action, awarding Plaintiff disgorgement of Simon & Schuster's profits resulting from its deliberate and opportunistic breach of the Publishing

Agreement and implied covenant of good faith and fair dealing, and wrongful cancellation of

Dangerous;

(d) Awarding Plaintiff punitive damages;

(e) Awarding Plaintiff pre-judgment and post-judgment interest to the maximum extent provided by law;

(f) Awarding Plaintiff his legal fees, costs and disbursements incurred in this action;

and

(g) granting Plaintiff such other and further relief as the Court deems just and proper.

Dated: New York, New York
July 7, 2017

MEISTER SEELIG & FEIN LLP

By: /s/ Jeffrey P. Weingart
Jeffrey P. Weingart, Esq.
Stephen B. Meister, Esq.

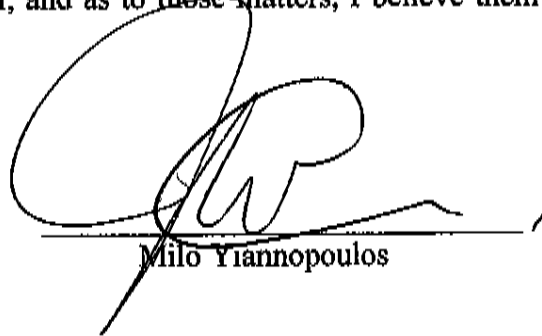
125 Park Avenue, 7th Floor
New York, New York 10017
Tel: (212) 655-3500
Attorneys for Plaintiff

VERIFICATION


STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.:

Milo Yiannopoulos, being duly sworn, deposes and states as follows:

I am the Plaintiff in the above-referenced action. I have read the foregoing Verified Complaint and know the contents thereof to be true based on my own knowledge, except as to those matters stated upon information and belief, and as to these matters, I believe them to be true.


Milo Yiannopoulos

Sworn to before me this
6 day of July, 2017


Notary Public

ROSHINEE PERSAUD
Notary Public, State of New York
No. 01PE3366455
Qualified in Queens County
Commission Expires June 19, 2021

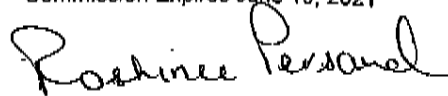


EXHIBIT A



SIMON & SCHUSTER

Steve Fallert
Contract Director
1230 Avenue of the Americas
New York, NY 10020
212-698-7045 * Fax: 212-698-7034
E-Mail: steve.fallert@simonandschuster.com

January 18, 2017

Mr. Tom Flannery
AGI Vigliano Literary, LLC
150 East 58th Street, 20th Floor
New York, NY 10155

Re: **DANGEROUS** by Milo Yiannopoulos

Dear Tom,

Enclosed are two fully-executed copies of the publishing agreement for the above-mentioned title for your records and Milo Yiannopoulos's records. The advance payment due on signing of the agreement will be mailed out separately by the Simon & Schuster royalty department.

Should you have any questions regarding this material, please contact me at (212) 698-7045 or via e-mail at Stephen.fallert@simonandschuster.com.

Best wishes,

A handwritten signature in blue ink, appearing to read "S. Fallert", written over the typed name.

Steve Fallert
Senior Director of Contracts

Publishing Agreement

SIMON & SCHUSTER, INC.
1230 Avenue of the Americas
New York, New York 10020
(212) 698-7000

Threshold Editions

AGREEMENT dated December 13, 2016 between **SIMON & SCHUSTER, INC.** (the “Publisher”), 1230 Avenue of the Americas, New York, New York 10020, and

MILO YIANNOPOULOS (the “Author”), whose agent is AGI Vigliano Literary, LLC, Attention: Thomas Flannery, 150 East 58th Street, 20th Floor, New York, New York 10155.

In consideration of the premises hereinafter set forth, Publisher and Author hereby agree with respect to the literary work by the Author tentatively entitled:

DANGEROUS

(the “Work”). **Author has hired Allum Bokhari as a collaborator (the “Collaborator”) who shall assist Author in the preparation of the Work. In the event Author finds it necessary to hire a replacement for Allum Bokhari, Author and Publisher shall mutually agree upon the selection of the replacement Collaborator in good faith. Author and Publisher shall mutually agree upon the credit, if any, to be given the Collaborator on the Work and in the advertising and promotion of the Work. The Collaborator shall look solely to the Author for any and all compensation due the Collaborator in connection with the Work.**

I. Rights Granted

The Grant and the Territory

1. Author grants to Publisher during the full term of copyright and any renewal or extensions thereof the exclusive right to publish the Work in book form in its entirety and to exercise or license the rights set forth in Paragraph 2 throughout the world in the English language and all other languages.

Subsidiary Rights

2. (a) The Publisher shall have the right, in the territories set forth in Paragraph 1, to exercise the following rights in the Work or to license such rights upon such terms as Publisher deems advisable: book club rights; anthology/permission rights; second serial rights; abridgment/condensation and digest rights; large print rights; reprint and special edition rights; electronic text rights as defined in Paragraph 34(a)(i); audio rights as defined in Paragraph 34(b);

first serial rights; British Commonwealth rights; and foreign language rights. **The Author shall have the right to approve the license of reprint and special edition rights in the Work, electronic text rights and audio rights, and the right to approve the text of any abridgment, condensation and digest versions of the Work, such approvals to be made in writing and not unreasonably to be withheld. The Author also shall have the right to approve the licensee of first serial rights in the Work, and the excerpt to be published by the licensee, such approval not unreasonably to be withheld or delayed.**

(b) Any grant of first or second serial rights shall specifically prohibit the licensee from reproducing all or a substantial portion of the Work.

(c) Publisher may license others free of charge to publish the Work in Braille or other forms for the handicapped, **excluding large print editions, which shall be subject to the Author's approval if the same are to be licensed free of charge.**

(d) Publisher may authorize copyright and permissions clearance organizations to act in full or in part on its behalf and Publisher shall account to the Author for royalties received from such organizations designated as arising from reproduction of the Work.

(e) **The Author retains and controls all rights not expressly granted to Publisher herein as set forth in detail in Paragraph 21, including without limitation, motion picture, dramatic and television rights, and electronic adaptation and video rights and is authorized to publish and to license others to publish, in any form, excerpts, summaries and serializations, none to exceed 7,500 words in length, of motion picture, television, stage and other dramatizations based upon the Work for use in advertising and promotion of any such dramatization, and not for resale. The Author, in connection therewith, shall take all reasonable steps necessary to protect the copyright in the Work.**

(f) The Publisher shall notify the Author promptly after each disposition of rights, but inadvertent, **non-repetitive** failure to do so will not be deemed a breach of this Agreement. The Publisher shall provide the Author with copies of any license agreements **and licensees' royalty statements** relating to the Work on Author's request therefor.

(g) Publisher shall have the right, **subject to the Author's prior approval which shall not be unreasonably withheld or delayed,** to license the rights set forth in subparagraph (a) above to Publisher's parent, subsidiaries, affiliates and divisions, provided that the terms for such license are no less favorable to the Author than the terms which Publisher in its reasonable judgment would accept from an unrelated third party licensee for the same rights.

Option

3. The Author grants the Publisher an exclusive **negotiation period (i.e., an option)** to acquire the Author's next (i.e., written after the Work) **book-length** work for publication on mutually satisfactory terms. If, within **30** days following submission of a **proposal** for such work to the Publisher, or within **30** days after **acceptance** of the Work, whichever shall be later, Publisher and Author are unable in good faith to agree upon terms for publication, the Author shall be free thereafter to submit such next work to other publishers **and Author shall have no**

further obligation to Publisher. During this exclusive negotiation period (*i.e.*, option period), the Author shall not submit such next work to other publishers, nor seek offers from or negotiate with others with respect thereto. **In the event this Agreement is terminated pursuant to the provisions of Paragraph 11, 13, 18, 19 or 29, the Author's obligations under this paragraph shall terminate as well.**

II. Manuscript Delivery

Delivery of the Manuscript, Related Materials and Permissions

4. (a) The Author shall deliver the Work in the English language, satisfactory to the Publisher in length, content and form, on or before December 31, 2016. The Work shall be approximately 65,000 words in length and is described as a work of non-fiction on free speech by the outspoken and controversial Breitbart columnist and blogger.

(b) As part of the complete manuscript, the Author shall furnish to Publisher, photographs, drawings, charts, illustrations, maps, appendix, bibliography and other related material (herein "related materials") necessary in Publisher's **and Author's mutual** opinion for publication of the Work, all in content and form satisfactory to Publisher. If the Publisher decides there is to be an index in the Work the Publisher will be responsible for preparation of the index and shall charge such cost against the Author's royalty account, **provided such charge will not exceed \$1,500 without the prior approval of the Author, such approval not unreasonably to be withheld or delayed.**

(c) If permission from others is required for publication of any material contained in the Work for exercise of any of the rights conferred by this Agreement, Author shall obtain such permissions at Author's expense, in form acceptable to Publisher, and shall deliver such permissions to the Publisher as part of the complete manuscript of the Work. Permissions shall cover all territories, rights and editions covered by this Agreement. **Publisher will at Author's request provide Author with a permissions form that Publisher finds acceptable.**

(d) Unless otherwise mutually agreed, the Work and all related materials supplied by the Author shall be submitted by the Author to the Publisher in a reproducible-quality digital format reasonably specified by the Publisher and agreed by the Author. If the Author does not supply any such materials in the agreed format or fails to deliver the related materials or required permissions, Publisher shall have the right, but not the obligation, to convert such materials into the agreed format and/or obtain the missing related materials and/or permissions. In such event, the cost of such conversion and/or acquisition shall be charged by the Publisher to Author's royalty account. **The Author shall have the right to approve any such related materials (including but not limited to the cost thereof) added to the Work by the Publisher, which approval will not be unreasonably withheld or delayed.**

III. Payments to the Author

Advance

5. Publisher shall pay Author, as an advance against all amounts accruing to Author under this Agreement, the sum of \$255,000, payable as follows:

\$80,000 on signing of this Agreement;

\$80,000 on delivery and acceptance of the complete manuscript of the Work, as satisfactory to the Publisher; and

\$70,000 on Publisher's first publication of the hardcover/initial edition of the Work or twelve (12) months after delivery and acceptance of the complete manuscript, whichever is earlier; and

\$25,000 on Publisher's first publication of the paperback/subsequent edition of the Work or twenty four (24) months after delivery and acceptance of the complete manuscript or twelve (12) months after Publisher's first publication of the hardcover edition of the Work, whichever is earlier.

Advances shall be non-returnable except as otherwise expressly set forth in this Agreement.

Royalties

6. The Publisher shall pay the Author royalties on all copies of the Work sold by the Publisher, less returns, as follows:

(a) if published as a hardcover edition, 10% of the catalog retail price on the first 5,000 copies sold, 12½% of the catalog retail price on the next 5,000 copies sold, and 15% of the catalog retail price on all copies sold thereafter, subject to the exceptions set forth below;

(b) if published as a trade paperback edition, 7½% of the catalog retail price on all copies sold, subject to the exceptions set forth below;

(c) if published as a mass-market paperback edition, 8% of the catalog retail price on the first 150,000 copies sold, and 10% of the catalog retail price on all copies sold thereafter, subject to the exceptions set forth below;

(d) if published as an electronic edition or as a digital download audio edition, 25% of the net amount actually received from such sales. However, should marketplace conditions change such that said royalty rate is below prevailing market rates, Publisher agrees to renegotiate the royalty rate at Author's request at any time following three years after first publication of the first electronic edition;

(e) if published as an abridged or unabridged audio edition in physical form intended primarily for sale in the trade retail marketplace, 5% of the catalog retail price on the first 10,000 copies sold, 6% of the catalog retail price on the next 10,000 copies sold, and 7% of the catalog retail price on all copies sold thereafter, subject to the exceptions set forth below; if published as an unabridged audio edition intended primarily for sale in the library and school marketplace, 10% of the net amount **received by or credited to Publisher** from such sales;

(f) if published as a large print edition, 10% of the net amount **received by or credited to Publisher** from such sales, subject to the exceptions set forth below;

(g) if published as a low-cost hardcover edition, **after publication of Publisher's initial edition**, 10% of the net amount **received by or credited to Publisher** from such sales, subject to the exceptions set forth below. **Publication of a low-cost hardcover edition shall be subject to the Author's approval, such approval not unreasonably to be withheld or delayed;**

(h) on copies of the hardcover and trade paperback editions sold for export to third parties or outside the United States by Publisher or its affiliates, royalties shall be **paid at the rates set forth in subparagraphs (a) and (b), respectively, but** calculated on the net amount **received by or credited to Publisher** from such sales. On copies of the mass-market paperback, large print **and** low-cost hardcover editions sold for export to third parties or outside the United States by Publisher or its affiliates, the royalty shall be **10%** of the net amount **received by or credited to Publisher** from such sales. On copies of the audio edition sold for export to third parties or outside the United States by Publisher or its affiliates, the royalty shall be **two-thirds** the prevailing rate in subparagraph (e) above, calculated on the net amount **received by or credited to Publisher** from such sales;

(i) on mail order sales and other direct response sales (excluding such sales made through Publisher's own websites), the royalty shall be **8%** of the net amount **received by or credited to Publisher** from such sales, except that on mail order sales and other direct response sales of the audio edition, the royalty shall be **two-thirds** the prevailing rate in subparagraph (e) above, calculated on the net amount **received by or credited to Publisher** from such sales. **If mail order rights are licensed to a third party, the net amount shall be divided equally between Author and Publisher;**

(j) on special discount sales (as defined in Paragraph 34(d)), the royalty shall be **10%** of the net amount **received by or credited to Publisher** from such sales, except that on special discount sales of the audio edition, the royalty shall be **two-thirds** the prevailing rate in subparagraph (e) above, calculated on the net amount **received by or credited to Publisher** from such sales, **and except that on special discount sales initiated by the Author, the royalty shall be 15% of the net amount actually received from such sales;**

(k) on copies sold to book clubs on a royalty-inclusive basis, the royalty shall be **10%** of the net amount **received by or credited to Publisher** from such sales, except that on copies of the audio edition sold to book clubs on a royalty-inclusive basis, the royalty shall be **two-thirds** the prevailing rate in subparagraph (e) above, calculated on the net amount **received by or credited to Publisher** from such sales;

(l) on remainder-in-place sales (as defined in Paragraph 34(e)) and remainder sales, **subject to the provisions of Paragraph 8(d) below**, the royalty shall be 5% of the net amount **received by or credited to Publisher** from such sales, except that on remainder-in-place sales and remainder sales of the audio edition, the royalty shall be **two-thirds** the prevailing rate in subparagraph (e) above, calculated on the net amount **received by or credited to Publisher** from such sales, and except that no royalty shall be payable on copies of the Work sold at a discount of 85% or more from the catalog retail price.

Proceeds on License of Subsidiary Rights

7. The Publisher shall pay the Author 50% of the **gross** proceeds received by **or credited to** Publisher from the sale or license of subsidiary rights, except as follows:

<u>Type of Right</u>	<u>Author's Share</u>	<u>Publisher's Share</u>
first serial rights	90%	10%
British Commonwealth rights	80%	20%
foreign language rights	75%	25%

In calculating the proceeds on disposition of the subsidiary rights, Publisher may **only** deduct from the gross amount received any third party **foreign** agent's commission (**not to exceed 10%**) which may be paid for services rendered in connection with such disposition, and any bank fees or other monetary transfer charges incurred by the Publisher in connection with or by reason of such sale or disposition.

Special Royalty Provisions

8. With respect to each edition of the Work published hereunder, the following shall be applicable:

(a) no royalty shall be payable on copies damaged or destroyed or on copies furnished gratis for review, publicity, promotion, sample or similar purposes;

(b) no royalty shall be payable on **transfers of inventory** by Publisher to its parent, subsidiaries, affiliates, or related divisions for resale, but any resale thereby shall be deemed a sale by Publisher subject to the applicable royalty herein provided;

(c) in some instances Publisher prints on the jackets and/or covers of its books a suggested cover price that is higher than its catalog retail price. In such instances, where the royalty is based on the retail price, the catalog retail price, not the suggested cover price, shall be the basis for the computation. The difference between the two prices enables the retailer to recoup its freight costs. **The difference between the suggested cover price and the catalog**

retail price will be the same as other then-current books of Publisher to which freight pass-through applies and will not exceed 5% of the suggested cover price;

(d) when the Publisher in its sole discretion determines that copies of the Work are not readily salable at regular prices within a reasonable time, the Publisher may remainder copies of the Work **(but not earlier than 12 months from the publication date unless it is a remainder-in-place, which may occur at any time)** or dispose of such copies as surplus at the best price obtainable, **subject to the payment of royalties as provided in subparagraph 6(l) above.** Publisher shall make no remainder sale (other than a remainder-in-place sale) without first offering copies to the Author at the estimated remainder price, provided, however, that inadvertent failure to offer such copies to the Author will not be deemed a material breach of this Agreement;

(e) any advance royalties or other sums paid to or on behalf of the Author under this Agreement, and any amounts due from the Author to the Publisher **under this Agreement**, may be applied in reduction of any amounts payable to the Author under this Agreement;

(f) in the event of any overpayment by Publisher to Author, Publisher may, in addition to any other remedies available to it, recoup such overpayment from any sums due to Author under this Agreement. **An unearned advance will not be deemed an overpayment;**

(g) any amounts payable to the Author hereunder shall be subject to such reasonable reserve for returns of copies of the Work as the Publisher shall establish in its reasonable discretion **taking into account, among other things, the actual percentage of returns of the Work in previous periods. Following the fourth full accounting period after publication, Publisher's reserve for returns shall not exceed 20% of the total copies theretofore shipped and not returned, except that (i) after each subsequent printing of 20,000 copies or more, the reserve may be reasonably increased above 20% for four additional accounting periods, (ii) Publisher may maintain a reserve in excess of 20% which reserve is equal to the actual percentage of returns in the preceding period or consecutive periods, and (iii) Publisher may maintain a higher reserve for any period preceding or during which it is reasonably expected that the Work will be or is out of print or is remaindered. Reserves shall be maintained separately with respect to each edition (hardcover, paperback, etc.). Reserves shall be applied and liquidated in each subsequent accounting period, and re-established, as applicable, in accordance with the terms above. No reserve shall be instituted or maintained on any e-book edition, print-on-demand edition or any other edition of the Work which is sold on a non-returnable basis. If Author thinks the Publisher's reserve is unreasonable, the Publisher will discuss the matter with the Author and will consider in good faith Author's concerns;**

(h) if the Publisher exercises rights for which royalties are not specifically set forth in this Agreement, then royalties shall be paid to the Author at rates to be negotiated in good faith by the Author and Publisher. **The Publisher shall not have the right to exercise any rights not specifically set forth herein without the prior written approval of the Author which approval may be withheld for any reason.**

Royalty Statements

9. (a) Publisher shall render royalty statements and make accounting and royalty and other payments to the Author (i) in February for the preceding period April 1 to September 30, and (ii) in August for the preceding period October 1 to March 31. Publisher may from time to time change such accounting periods provided no longer than six months elapses between any two accountings to the Author. If for any royalty period the current period total activity in the Author's account for the Work is less than \$100, Publisher **shall render statements but** may defer the rendering of payment until such royalty period as the cumulative activity since the last statement exceeds such amount. **The Publisher shall, however, make such payment upon the Author's written request therefor.**

(b) Royalty statements shall state the number of copies sold and returned during the period covered and the reserve for returns being held by the Publisher. If the Author so requests in writing, the Publisher shall, within 60 days after its receipt of such request, advise the Author in available detail of the number of copies printed, **bound, sold (with details as to type of sale, royalty rates and discount), and given away during the current period covered by the last royalty statement rendered to the Author, the approximate number of salable copies on hand at the end of said period, the dates of first and subsequent printings, and the total copies shipped as of the end of the reporting period. Further, with respect to e-book and e-audio editions of the Work published by the Publisher, if the Author so requests in writing, the Publisher shall, within 60 days after its receipt of such request, advise the Author in available detail of the names of resellers purchasing and distributing copies of the Work to consumers, the business model used for such sales (e.g., traditional wholesale model or agency commission model or such other model used by the Publisher), the retail price and discount for each sale and a detailed account of any deductions made by the Publisher prior to calculation of the Author's royalty.**

(c) Statements rendered hereunder shall be final and binding upon the Author unless objected to in writing, setting forth the specific objections thereto and the basis for such objections, within **three** years after the date the statement was rendered.

(d) **When the Publisher has disposed of any subsidiary rights in the Work, any proportionate share of the proceeds due to the Author in accordance with Paragraph 7, less any unearned advances and after the Publisher's allowances for reserve for returns, shall be paid at the time the next succeeding royalty statement is rendered; provided, however, that with respect to any advances actually received by Publisher in connection with the disposition of such rights which would result in a net payment to the Author of \$500 or more, after such deductions, if the Author makes a written request for immediate payment after such a disposition, the Publisher shall pay the Author's share of such advance received by Publisher (after such deductions) within 30 days after receiving such written request.**

Examination of Publisher's Books and Records

10. The Author or the Author's representative may, upon written request not more than once each year, conduct a reasonable examination of the books and records of the Publisher insofar as they relate to the Work for the period of **three** years immediately preceding such examination.

Such examination shall be on Publisher's premises at a time convenient to Publisher, but no later than 90 days after Author's request therefor, and shall be at Author's expense **unless errors of accounting amounting to more than 5% of total sums accrued to the Author are found to the Author's disadvantage, in which case the reasonable cost of the examination shall be borne by the Publisher and payment of the amount due will be made within 30 days thereafter. The Author or the Author's representative shall be able to make copies and extracts of pertinent documents during the examination.**

IV. Failure to Deliver the Manuscript; Acceptance of the Manuscript

Failure to Deliver the Manuscript

11. Timely delivery of the Work, **editorially** satisfactory to the Publisher in length, content and form, is essential to the Publisher and is of the essence of this Agreement. If Author fails to deliver the complete manuscript, **editorially** satisfactory to the Publisher in length, content and form, within **30 days** of the time specified, the Publisher shall have the option to give the Author a notice in writing **prior to delivery of the Work** terminating this Agreement, and in such event the Publisher may then recover and the Author shall repay **within a reasonable period of time** all amounts advanced to the Author. **Upon such repayment, all rights granted to the Publisher herein shall revert to the Author.** In the event that the Author completes a manuscript for the Work **within one year** after termination of this Agreement pursuant to the preceding sentence, then the Publisher shall have the option, exercisable within 30 days after receipt of said manuscript, to acquire the Work on the same terms and conditions as provided in this Agreement.

Extension of Time to Deliver

12. Publisher may in its discretion extend for such period as in its judgment is appropriate, or refuse to extend, Author's time to deliver the complete manuscript. Any extension of the delivery date must be in writing signed by the Publisher. In determining whether to grant such extension and/or the length thereof, Publisher may consider such factors as Publisher deems relevant, including without limitation, Author illness.

Acceptance of Manuscript

13. (a) The Publisher shall not be obligated to accept or publish the Work if in its sole **good faith** judgment the Work is not acceptable to it. If the Author delivers a manuscript of the Work within the time specified, in what the Author represents to be its complete and final form, the Publisher shall, within **45** days after its receipt thereof, determine whether the Work is **editorially** acceptable to it. **If the manuscript of the Work is not editorially acceptable to the Publisher, the Publisher shall (within said 45-day time period) notify the Author in writing, stating the reasons therefor, and shall request in writing in reasonable detail that Author make revisions, changes or supplements ("revisions") thereto, and Author shall have 90 days**

for the revision process. If Publisher requests one or more revisions in the manuscript as submitted or as thereafter revised, Publisher's time to determine the acceptability thereof shall be extended for a period of **30** days after resubmission by the Author, or **30** days after Publisher's receipt of written notice by Author that no further revisions will be made. Author will make revisions **as promptly as possible** after Publisher's request therefor. No request for revisions shall be deemed to obligate Publisher to accept the final revision or to constitute a conditional acceptance thereof. If the Publisher in its sole discretion determines to submit the manuscript to a legal review (**which shall be conducted at Publisher's sole expense**), the Author shall cooperate with the Publisher or Publisher's counsel in such review and notwithstanding anything to the contrary in this Agreement the time for Publisher to accept or reject the Work shall be extended to 30 days after completion of the legal review.

(b) Acceptance of the manuscript shall be made by written notice signed by an authorized signatory of the Publisher. Payment of an advance installment, payable by express provision hereof upon acceptance of the manuscript, shall constitute written notice of acceptance unless such payment is accompanied by a notice to the contrary.

(c) If the Publisher fails to accept the complete manuscript or revised complete manuscript within the time periods provided in subparagraph (a) above, the Author shall thereafter have the right to notify Publisher in writing that unless the manuscript is accepted or written request for revisions provided within 15 business days after the delivery of such notice, the manuscript will be deemed unacceptable and this Agreement shall terminate in accordance with the provisions of subparagraph (d) and (e) below, **except that in such event 18-month time limit set forth in subparagraph 13.(e) below shall not apply.**

(d) If the revised complete manuscript of the Work delivered by the Author is not, in Publisher's sole **good faith** judgment, **editorially** acceptable to the Publisher, the Author shall repay, **in accordance with the provisions of subparagraph 13(e) below**, all sums advanced to the Author hereunder and upon such repayment this Agreement shall terminate **and all rights granted herein shall revert to the Author.**

(e) In the event of termination of this Agreement because the revised complete manuscript is unacceptable to the Publisher, the Author or the Author's duly authorized representative shall make **reasonable commercial** efforts to sell the Work elsewhere, and the Author shall be obligated to repay all sums advanced hereunder; but for a period of 18 months after termination of this Agreement such obligation shall be limited to repayment from the first (and all) proceeds of any contracts with others concerning **the rights in the Work granted to the Publisher under this Agreement**, including, without limitation, rights listed in Paragraph 2.(a) above. Author hereby transfers and assigns to Publisher, as security for the repayment of any advances which may become repayable pursuant to this paragraph, any and all monies which may hereafter become due or owing to Author from other persons or entities as a result of **any of the rights in the Work granted to the Publisher under this Agreement**, and Author hereby authorizes Publisher to apply such monies as and when received in liquidation of Author's obligation to repay such advances, until such obligation shall have been fully paid. Author hereby authorizes such other person or entity to give full force and effect to this assignment, and hereby releases and discharges such other person or entity from any and all liability to Author for any and all payment or payments made to Publisher pursuant to this paragraph. At the end of the 18-month period any sums that have not been repaid or

recovered from other sums due to the Author shall become immediately due and payable to the Publisher.

V. Production and Publication of the Work

Correction of Proofs

14. Publisher shall furnish Author with one set of galleys or other first proofs and, **if made**, subsequent proofs, and the Author shall return each set of proofs with Author's corrections to the Publisher within 21 days of receipt thereof. The Publisher also shall proofread the proofs. If the Author shall fail to return the corrected proofs within the 21-day period herein specified, the Publisher may publish the Work without the Author's approval of the proofs - provided, however, that if, because of illness or any other factor beyond the Author's control, the Author informs the Publisher that Author is unable so to return the corrected proofs, Author's time for correcting such proofs shall be extended for another 21-day period, and after that period the Publisher may publish the Work without the Author's approval of the proofs. **Publisher shall not authorize any changes in the Work, other than routine copyediting changes, without the prior written consent of the Author.**

Cost of Author's Alterations

15. If, in the correction of proofs, the Author requests changes from the text of the manuscript (**other than the cost of changes which are the result of printer's or Publisher's errors, or changes made at the request of Publisher's legal counsel**), the Author shall bear the **reasonable** cost of such changes over 15% of the original cost of composition, as follows: (a) Author shall pay such **reasonable** costs upon receipt of an invoice from the Publisher; **or** (b) at Publisher's option, Publisher may charge such cost to Author's royalty account, provided however that if the advance payable to the Author under this Agreement is unearned one year after publication of the Work, then the Author will reimburse Publisher for such **reasonable** costs upon receipt of an invoice from Publisher. At Author's request Publisher shall submit an itemized statement of such charges and shall make available corrected proofs for the Author's inspection at the Publisher's office.

Publication

16. (a) The Publisher shall publish the Work in **in physical hardcover print book form under its *Threshold Editions* imprint** within 12 months after acceptance of the manuscript therefor **unless mutually agreed otherwise. Except as provided in the preceding sentence**, publication shall be under any imprint of Publisher or its affiliates that Publisher elects. **If the Publisher will no longer be using the *Threshold Editions* imprint at the time of first publication of the Work, the Publisher will consult with the Author on an alternative imprint, but final decision shall rest with the Publisher.**

(b) Publisher shall have the right to use the name, pseudonym, **approved** portrait and picture of and **approved** biographical material concerning the Author and Collaborator in and on the Work, in the advertising, publicity and promotion thereof, and in connection with any rights granted hereunder. Author shall furnish Publisher, free of charge, original photographs of the Author which Publisher may use for such purposes without additional payment to or permission from any third party.

(c) The title of the Work as set forth on page 1 may be changed by mutual agreement of the Author and the Publisher.

(d) The format, imprint, style of printing and binding, and all matters relating to the manufacture, sale, distribution and promotion of the Work shall be determined at the sole discretion of the Publisher. **The Publisher shall meaningfully consult with the Author (with a view towards satisfying substantive concerns expressed by the Author) on the jacket art and copy for Publisher's first edition of the Work and on any subsequent editions if the cover is substantially changed and on catalog copy, but final decision with respect thereto shall rest with the Publisher. Publisher also shall meaningfully consult with the Author on catalog copy and publicity materials for its edition(s) of the Work, but final decision with respect thereto shall rest with the Publisher.**

(e) The Publisher may publish and authorize others to publish extracts of the Work containing not more than one chapter for promotion of the Work, without compensation therefor. If compensation is received it shall be shared equally by Author and Publisher.

(f) No advertising will be printed in, included in (bound or unbound), distributed with or inserted into any copies of Publisher's editions of the Work without Author's prior written consent **which may be withheld for any reason.**

(g) **At Publisher's request, the Author agrees to be available for promotion and publicity on behalf of the Work and to travel on a promotional and publicity tour, including television appearances, radio and press interviews and personal appearances (such as book signings), for the Work, of at least ten days duration within thirty day following Publisher's initial publication of the Work in the United States, such tour to be arranged to coordinate such scheduled events with Author's professional obligations. Publisher shall be responsible for payment of the expenses of the tour, including first class airfares and hotel expenses (hotel accommodations shall be reasonably equivalent to Le Parker Meridien in New York City, The Hotel Monaco in San Francisco and Sutton Place Hotel in Chicago) for travel outside the Author's area of residence and for all meal and transportation expenses in connection with the tour. If the Author is unable to make a mutually agreed scheduled appearance to promote the Work due to illness, personal emergency, or other extraordinary or unforeseen circumstances, then the Author's failure to make such scheduled appearance shall not be deemed a breach of this Agreement, provided that the Author does reschedule and appear at a comparable promotional appearance which is mutually satisfactory to the Publisher and the Author. Notwithstanding the foregoing, if the Author fails to make any mutually agreed scheduled appearance for any other reason, then the Publisher may at its option send written notice to Author of such failure, and if Author does not reschedule and appear at a comparable promotional appearance within a reasonable period of time after the date of such notice, then the Publisher may, in its sole discretion, withhold payment of**

the final advance installment due under this Agreement and reduce the total advance due hereunder to the amount theretofore paid to the Author to date.

Copyright

17. (a) The Publisher shall identify the Author as the owner of the copyright in the Work and **shall register such copyright in the United States in the name of the Author within three months after initial publication of the Work. The Publisher's failure to register within said three-month period will not be deemed a breach of this Agreement provided Publisher promptly cures any such failure after receipt of written notice thereof. The Publisher shall provide the Author with a copy of the Copyright Certificate within 30 days of Publisher's receipt thereof, provided Author requests such copy.**

(b) The Publisher shall identify the Author as the owner of the © copyright in the audio edition of the Work. **Author hereby assigns and Publisher shall own, all right, title and interest in the phonorecord, including master recordings, cover art and liner, notes, voice recordings, and musical recordings related thereto (see Paragraph 34(b)) and Author shall have no right title or interest therein; the Author shall be the absolute owner of the "underlying content" of the Work and Publisher shall have no right, title or interest therein, except as set forth elsewhere in this Agreement. "Underlying content" means the Work as written and/or revised by Author.**

(c) The Publisher shall print in each copy of each edition of the Work published by it any notice required to comply with the applicable copyright laws of the United States and the provisions of the Universal Copyright Convention and the Berne Copyright Convention.

(d) Any agreements made by the Author or by the Publisher to dispose of any rights in the Work shall require the licensee or grantee to take all necessary and appropriate steps to protect the copyright in the Work. Whichever party controls first serial rights in the Work will use best efforts to require any licensee of such rights to include an acknowledgement accompanying the published excerpt stating that the excerpt is from an upcoming work to be published by the Publisher and setting forth the title of the Work, **copyright notice**, Author and Publisher by name.

(e) Author hereby appoints Publisher to be Author's attorney-in-fact **solely** to execute and to file any and all documents **consistent herewith** necessary to record in the Copyright Office the assignment of exclusive rights made to Publisher hereunder.

No Obligation to Publish

18. **The Publisher will, at Author's reasonable request and at Publisher's sole expense, vet the Work for legal concerns.** Notwithstanding anything contained herein to the contrary, the Publisher shall not be obligated to publish the Work if, in the sole and absolute **good faith** judgment of its legal counsel, whether before or after acceptance thereof, the Work contains libelous or obscene material, or its publication may violate the right of privacy, common law or statutory copyright, or any other right of any person or entity. In such event, **unless the Author makes changes required by Publisher's legal counsel in such counsel's reasonable**

judgment, Publisher shall be entitled, **within 90 days after Publisher's written notice of such decision**, to the return of all monies advanced to the Author hereunder, and to terminate this Agreement. Notwithstanding any request by Publisher for change or substantiation, nothing in this Agreement shall be deemed to impose upon the Publisher any duty of independent investigation or to relieve the Author of any of the obligations assumed by Author hereunder, including, without limitation, the ongoing validity of Author's warranties and representations which shall apply to all material in the Work, whether or not changed at the request of Publisher's legal counsel.

Delays in Publication

19. (a) The Publisher, in its sole and absolute discretion, shall have the right to reschedule publication of the Work beyond the time set forth in Paragraph 16(a) for a reasonable time **not to exceed four months**. If publication of the Work is delayed in the absence of excusable circumstances (**as described in subparagraph (b) below**) the Author's sole and exclusive remedy shall be to give the Publisher a notice in writing, stating that if the Publisher fails to publish the Work within **60 days** after the date of such notice, then all of the Publisher's rights in and to the Work **and any options granted hereunder** shall terminate at the end of such **60-day** period; and if, in such event, the Publisher shall fail to publish the Work within such **60-day** period, all of the Publisher's rights in and to the Work shall terminate and revert to the Author, and the Author shall be entitled, as liquidated damages and in lieu of all damages and remedies, legal or equitable, to retain all payments theretofore made to Author under this Agreement **and to be paid any advances under Paragraph 5 which would otherwise have become due**.

(b) If publication of the Work is delayed beyond the time set forth in Paragraph 16(a) because of acts or conditions beyond the control of the Publisher or its suppliers or contractors, including (by way of illustration and not by way of limitation) war, shortages of material, strikes, riots, civil commotions, fire or flood, the publication date shall be extended to a date six months following removal of the cause of the delay. **If said delay exceeds six months then Author may at Author's option repay all sums theretofore advanced under this Agreement, plus interest at the prime rate calculated from the date of payment of the advance until the date of repayment, and reimburse the Publisher for any documented expenses Publisher may have incurred in connection with the Work, and upon Publisher's receipt of said monies this Agreement shall terminate and all rights granted herein shall revert to the Author.**

Out of Print Termination

20. If, at any time after the expiration of **one year** from the publication date, the Publisher allows all of its **full-length U.S. English language** editions of the Work to go out of print and such status continues in effect for six months after the Author has given Publisher written notice ("Reversion Notice") to put the Work back into print, and if there is no **full-length U.S. English language** reprint edition authorized by Publisher available **in the U.S. through normal trade channels** or contracted for within such six month period, then the Author may by a notice in writing terminate this Agreement subject to any licenses previously granted by Publisher (and any renewals or extensions thereof) and Publisher's right to continue to share in the proceeds therefrom. In the event of such termination the Author shall have the right to purchase any

available plates, **diskettes, digital files** or film of the Work at cost, and/or any remaining copies or sheets of the Work at cost. If the Author does not purchase such plates, **diskettes, digital files, film, copies or sheets**, then the Publisher may dispose of them at any price and retain the proceeds of such sale, **subject to the royalty provisions contained herein**. The Publisher is under no obligation to retain any such plates, film, **diskettes, digital files, copies or sheets**. The Work shall not be deemed out of print as long as it is available from the Publisher in any **full-length English language** edition, including electronic text editions. If, however, six months after Author's Reversion Notice, the Work is only available from the Publisher in an electronic text edition or by means of print-on-demand technology, the Author may by notice in writing terminate this Agreement in the manner set forth above provided in the prior 12 months Publisher's revenue from its exercise or license of rights in the Work (excluding revenue derived from the license of book club rights, British Commonwealth rights and foreign language rights) was \$1,000 or less.

VI. Other Rights, Undertakings and Obligations

Author's Rights

21. All rights not expressly granted by the Author to the Publisher, **including without limitation motion picture, dramatic, television, video, soundtrack, commercial and merchandising, and electronic adaptation rights (subject to the provisions of Paragraph 34(a)(ii) hereof)**, are reserved to the Author. The Author shall not exercise or dispose of any reserved rights in such a way as substantially to destroy, detract from, impair or frustrate the value of any rights granted herein to the Publisher, nor shall the Author publish or **authorize** to be published **within two years after Publisher's initial publication of the Work** any book or other writing based substantially on subject matter, material, characters or incidents in the Work without the written consent of the Publisher, **which consent shall not unreasonably be withheld or delayed. It is understood that both parties will mutually attempt to use social networking platforms such as Facebook to promote the Work. In connection with such promotion and otherwise, the Author shall have the right to publish not more than ten percent of the contents of the Work (in the aggregate) on the Author's website and in the Author's social media accounts for advertising and promotion of the sale of the Work.**

Author's Agent

22. Author hereby irrevocably appoints Author's agent, AGI Vigliano Literary, LLC, Attention: Thomas Flannery, 150 East 58th Street, 20th Floor, New York, New York 10155, as Author's sole and exclusive Agent with respect to this Agreement and coupled with an interest, **including without limitation to rights to an option book and any other rights under this Agreement. In consideration for services rendered, said Agent is entitled to receive or retain 15% of gross monies paid to the Author under this Agreement, including said option book or any other rights granted hereunder. All monies payable to the Author hereunder shall be paid 100% to the Agent and the receipt thereof shall be a full and valid discharge of all such indebtedness. Nothing in the foregoing shall be construed to obligate Publisher**

to make any payments to any payee with respect to such sums and Publisher's sole obligation shall be to remit to said payees their share of all money due the Author, if any after deducting therefrom any deductions or charges permitted under this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.

Representation by Single Author

23. Intentionally deleted.

Author's Warranties

24. Author warrants and represents that:

(a) Author and Collaborator are the sole authors and Author is the sole proprietor of the Work. The Author has or will have a valid and subsisting written agreement with the Collaborator enabling the Author to grant the rights to the Publisher granted under this Agreement. The Author shall be solely responsible for performing the agreement with the Collaborator, shall do everything necessary to keep said agreement in effect, and shall not permit any alterations or termination thereof which would affect the Publisher's rights in the Work;

(b) Author has full power and authority to make this Agreement and to grant the rights granted herein, and Author has not previously assigned, transferred or otherwise encumbered the same; and the Author has no prior agreement, commitment or other arrangement, oral or written, to write or participate in writing any other book-length work and will not enter into any such agreement, commitment or other arrangement that will interfere with timely delivery of the Work until after delivery and acceptance of the Work;

(c) the Work has not been previously published;

(d) the Work is not in the public domain;

(e) the Work does not infringe any statutory or common law copyright or any proprietary right of any third party;

(f) the Work does not invade the right of privacy of any third person, or contain any matter libelous or otherwise in contravention of the rights of any third person; and, if the Work is not a work of fiction, all statements in the Work asserted as facts are true or based upon reasonable research for accuracy;

(g) the Work is not to the best of the Author's knowledge obscene under U.S. law and contains no matter the publication or sale whereof otherwise violates any federal or state statute or regulation thereunder, nor is it in any other manner unlawful, and nothing contained in the Work shall be injurious to the health of the user;

(h) the Work will be the Author's next **book-length work of non-fiction** (under the Author's name(s) or otherwise), and that Author will not, **without Publisher's approval**, publish or authorize publication of any other full-length work of **non-fiction** of which the Author is an author or co-author until **(i) six months after publication of the Work, provided the Work is published within 12 months after acceptance of the manuscript or (ii) until 18 months following acceptance of the manuscript if Publisher fails to publish the Work in a timely manner pursuant to Paragraph 16 (a). However, Author may enter into a publishing agreement for another book by the Author at any time during the term of this Agreement, subject to the provisions of Paragraphs 3 and 21 of this Agreement.**

Each of the foregoing warranties and representations shall survive the termination of this Agreement.

Each of the foregoing warranties and representations is true on the date of the execution of this Agreement and shall be true on the date of publication of the Work, and at all intervening times. **The warranties and representations of the Author hereunder do not extend to material added to the Work without the consent of the Author, or to advertising and promotional materials not taken from the Work or approved by the Author.** The Publisher may rely on the truth of said warranties and representations in dealings with any third party in connection with the exercise or disposition of any rights in the Work. The Publisher shall be under no obligation to make an independent investigation to determine whether the foregoing warranties and representations are true and correct; and any independent investigation by or for the Publisher, or its failure to investigate, shall not constitute a defense to the Author in any action based upon a breach of any of the foregoing warranties.

Indemnity

25. (a) The Author shall indemnify and hold the Publisher harmless against any loss, liability, damage, cost or expense (including reasonable **outside** attorneys' fees) arising out of or for the purpose of avoiding any suit, proceeding, claim or demand or the settlement thereof, which may be brought or made against the Publisher by reason of the publication, sale, or distribution of, or disposition of rights in respect to the Work, based on the contents of the Work **excluding material added to the Work by the Publisher without the Author's approval**, except in connection with matters involving solely controversies arising out of or based on commercial transactions between the Publisher and its customers, **distributors or other third party customers. See subparagraph (d). The Publisher shall have the right, subject to the approval of the Author, such approval not unreasonably to be withheld, to settle such suit, proceeding, claim or demand on such terms as it deems advisable. If within such time as the situation may allow, the Publisher shall request the Author to consent to the proposed settlement and the Author shall neglect or decline to do so, the Author shall upon written notice by the Publisher immediately undertake to continue the defense at Author's sole expense and shall provide the Publisher with security in the form of a surety company bond in the amount as shall under all the circumstances be in the Publisher's opinion adequate. In the event the Author fails to so assume the defense, and to furnish such bond, the Publisher shall have the right to settle such matter upon terms Publisher thinks advisable or in its discretion to continue the defense thereof, and the Author's indemnity shall be applicable in either such event, provided, however, that nothing contained herein**

shall inhibit the Publisher from settling any such suit, proceeding, claim or demand against it at its own cost and expense.

(b) Prompt **written** notice of any suit, proceeding, claim or demand brought or made against the Publisher or Author shall be given to the Author or Publisher respectively.

(c) Whenever any suit, claim or demand as to which Author's indemnity applies is brought or made against the Publisher, the Publisher may withhold payments due to the Author under this Agreement and apply the payments so withheld to Author's indemnity obligations hereunder. **Sums withheld hereunder shall be reasonably related to the size of the claim, the likelihood of success, the probable damage award and the anticipated expense of the defense. If a claim or demand shall not result in a suit or proceeding within one year after it is first asserted, Publisher shall not continue to withhold funds based on such claim, but may in the future should a suit or proceeding be commenced. Sums withheld hereunder shall accrue interest at a reasonable rate determined by the Publisher and if the sums so withheld are paid to the Author, the Author will be entitled to the interest earned on the portion of the sums paid to the Author.**

(d) Author shall be insured under any Publisher's liability policy which covers claims for libel and other forms of defamation, invasion of privacy or publicity and infringement of copyright or trademark arising from publication of the Work, to the extent such policy is valid and collectible. In connection with such coverage, with respect to all judgments, settlements and costs of defense, including attorneys' fees and other costs of claims covered by the policy, the Publisher and the Author shall share equally all **direct, out of pocket** costs not paid by the insurance company, provided however that Author's share of such costs will not exceed Author's total earnings with respect to the Work. For purposes of this Paragraph, "Author's total earnings" shall mean all advances paid or **then** payable to the Author with respect to the Work plus all further sums **then** earned by Author from Publisher's sales and licenses of the Work. Publisher shall retain counsel to represent Publisher and Author in any proceeding brought with respect to all such claims and shall control the defense of such claims, and Author shall cooperate fully with Publisher and said counsel in such defense. **Author may hire counsel of Author's selection at Author's sole expense to participate in such defense.** Notwithstanding the foregoing, Author shall be solely responsible for the cost of counsel separately retained by the Author for any reason and for judgments, settlements and costs of defense, including all attorneys' fees, attributable to a willful or reckless breach of this Agreement by Author, and for all costs not paid by the insurance company in any claim involving a finding of any copyright infringement or in the settlement of such a claim which Publisher in its good faith judgment determines is necessary to avoid such a finding. Nothing herein shall limit the Author's liability with respect to claims which are not covered by insurance or with respect to costs which exceed the limits of the insurance policy.

(e) If any suit, claim or demand is brought or made as to which Author's indemnity applies which is not covered by Publisher's liability policy, the Publisher may elect (i) to undertake the defense thereof, or (ii) to notify the Author to undertake the defense. If the Publisher does so notify the Author, the Author shall undertake such defense; and in such cases the Publisher may, at its option, join in the defense. In all the foregoing events the cost and expense of any defense shall be borne by the Author, **unless such suit, claim or demand arises**

solely out of an act or omission of the Publisher, in which case the cost and expense shall be borne by the Publisher.

(f) The Publisher shall indemnify and hold the Author harmless against any loss, liability, damage, cost or expense (including reasonable attorneys' fees) arising out of any claim, action or proceeding relating to the production, publicity, promotion, marketing and sale of the Work not arising out of a breach or alleged breach of the Author's representations, warranties or obligations hereunder, or in connection with material inserted by or at the direction of the Publisher without the consent of the Author, or which, if established, would constitute a breach by Publisher of this Agreement or failure by the Publisher to perform its obligations under this Agreement.

Revised Editions

26. Deleted.

Tie-In Editions

27. Author shall use **reasonable** efforts to obtain for Publisher the right to publish tie-in editions in connection with any motion picture, television or other dramatic versions ("Usages") of the Work, and to use the title, artwork, photographs, and other material related to any such version and appropriate identification and credits therefrom in Publisher's editions of the Work. **Any failure by the Author to secure such tie-in rights and/or Usages for the Publisher shall not be deemed a breach of this Agreement.**

Care of Property

28. **Except in the event of Publisher's gross negligence**, Publisher shall not be responsible for loss or damage to any property of Author in Publisher's possession or that of its independent contractors or to anyone to whom delivery is made with Author's consent. Author shall retain copies of any such property and, in the case of photographs, the negative for each photograph furnished.

Breach by Publisher

29. (a) Except as otherwise specifically provided in this Agreement, if the Publisher shall commit a material breach of this Agreement **including but not limited to failure to make payments and render statements to the Author when due pursuant to this Agreement** and shall fail to remedy the breach within 60 days (**30 days if it involves payment of advances or royalties**) after receiving a written notice from the Author requesting the Publisher to remedy such breach, the Author may by a notice in writing (a) revoke the Publisher's right to publish the Work, if it has not been published at such time; (b) require the Publisher to cease further publication of the Work, if it has been published at such time, but in such event the Publisher shall be permitted to sell **on a non-exclusive basis for a period of one year after its receipt of**

such notice all copies of those editions of the Work which have already been printed, subject to the payment of any royalties due the Author for such sales; and (c) revoke the grant to the Publisher of such of the subsidiary rights as the Publisher has not already exercised or disposed of. In such event the Author shall have the right to purchase any available diskettes, digital files, plates or film of the Work at cost, and/or remaining copies or sheets of the Work already printed at the Publisher's manufacturing cost. If the Author does not purchase such diskettes, digital files, plates, film, copies or sheets, the Publisher may dispose of them at any price and retain the proceeds of such sale. The Publisher is under no obligation to retain any such plates, film, copies, diskettes, digital files or sheets. Any right of the Author pursuant to Paragraph 10 shall survive such termination without prejudice to the Author's claim for any monies which may have accrued to the Author under this Agreement or to any other right and remedies to which the Author may be entitled.

(b) If the Publisher is finally adjudicated a bankrupt, or if a receiver is appointed, or if an assignment is made for the benefit of creditors, then this Agreement shall automatically terminate provided that the Publisher shall be required to continue to pay all royalties accruing to Author hereunder. If such termination is not valid under the law then the Author shall have the exclusive right for a period of six months following such adjudication, appointment or assignment, as applicable, to repurchase Author's rights in the Work at the then fair market value.

Free Copies for Author, Purchases by Author

30. (a) The Publisher shall present the Author with **50 free copies of each edition of the Work published by the Publisher, and shall present the Author's agent with 20 free copies of each edition of the Work published by the Publisher, upon publication, except as provided in (b) below. The Publisher will use reasonable efforts to present the Author with complimentary copies of any licensed edition upon publication thereof.**

(b) The Publisher will at Author's request present **each of the Author and Author's agent with five free copies of the Work produced by means of print-on-demand technology, and will at Author's request present each of the Author and Author's agent with one free copy of the electronic edition of the Work.**

(c) **The Author shall have the right to purchase physical copies of the Work from the Publisher's inventory at the following discounts from the catalog retail price plus applicable sales tax, FOB Publisher's warehouse, for resale or other distribution outside Publisher's sales channels, including at Author's speaking engagements and appearances:**

- 1-500 copies per order, a discount of 50% from the catalog retail price;**
- 501-1,000 copies per order, a discount of 55% from the catalog retail price;**
- 1,001-2,500 copies or more at a discount of 60% from the catalog retail price; and**
- 2,501 or more copies or more at a discount of 65% from the catalog retail price.**

Author may order copies of the Work in carton quantities, and each order will be shipped to one address. Payment for such purchases shall be made to Publisher as follows:

50% at the time the Author places an order; and

50% sixty days after delivery of the books to the Author, provided the Author supplies the Publisher with satisfactory references to establish credit to carry said balance. In the event the Author is unable to provide such satisfactory references, then said balance shall be paid in full prior to shipment of books to the Author.

All copies purchased by the Author hereunder shall be non-returnable (unless Publisher's applicable standard terms provide otherwise), and no royalty shall be paid to the Author on copies purchased at discounts greater than 50% from the catalog retail price. If Publisher's inventory is not sufficient to fill an order by the Author, Publisher will not be required to go back to press to fulfill such order.

If the Author wishes to purchase copies of the Work for resale on Author's web site(s), Publisher will sell such copies to the Author on the same terms as it sells to its specialty retail accounts, and royalties shall be paid to the Author on such sales at the applicable rates set forth in Paragraph 6.

All copies purchased by the Author hereunder are solely for the Author's personal and promotional use or for re-sale or other distribution at the Author's public engagements and other similar activities outside regular trade book channels. In any event, the Author may not sell copies of the Work purchased at such discounts to any account serviced by the Publisher or any of its distributors or which materially competes with any such account or distributor.

Publisher's Trademarks

31. Nothing in this Agreement (including but not limited to the rights of Author to purchase books and plates on termination) shall give Author any right in or to any trademark, trade name, logo, imprint or other identification now or hereafter used by Publisher, nor shall Author use any such identification during the term of this Agreement or thereafter, except that Author may dispose of copies of the Work purchased hereunder notwithstanding that such identification may appear thereon when purchased. **Notwithstanding the foregoing, the Author's use of the title of the Work or of any of the "related materials" (as such term is defined in Paragraph 4 (b)) in connection with reserved rights shall not be deemed a breach of this Agreement.**

Third Party Copyright Infringement

32. If during the term of this Agreement the copyright, or any other right in respect to the Work, is infringed upon or violated, the Publisher may, at its own cost and expense, take such legal action, in the Author's name if necessary, as may be required to restrain such infringement and to seek damages therefor. The Publisher shall not be liable to the Author for the Publisher's failure to take such legal steps. If the Publisher does not bring such an action, the Author may do so in Author's own name and at Author's own cost and expense. **If the Publisher and Author jointly bring such action, or if the Publisher alone brings such action, money damages recovered for an infringement shall be applied first toward the repayment of the expense of bringing and maintaining the action, and thereafter the balance shall be divided equally between**

the Author and Publisher. **If the Author alone brings such action, money damages recovered shall be applied first toward the repayment of the expense of bringing and maintaining the action, including any expense Publisher may have incurred, and thereafter the balance shall belong to the Author. Each party will promptly notify the other party in writing of any possible infringement of the Work that comes to its attention.**

Execution of Documents

33. Each party hereto shall, upon request of the other, execute such documents as may be reasonably necessary to confirm the rights of the other party in respect of the Work or to carry out the intention of this Agreement.

VII. Definitions

Definitions

34. As used in this Agreement:

(a) (i) “Electronic text rights” shall mean the exclusive right to publish, and to authorize others to publish, the **verbatim** text of the Work (including any photographs and illustrations in the Work) in whole or, **subject to the Author’s prior approval, such approval not unreasonably to be withheld or delayed**, in part, in **non-dramatic** visual form for reading, by any electronic, electromagnetic or other means of storage, retrieval, distribution or transmission now known or hereafter devised, but excluding any other text rights provided for herein (an “electronic edition”). In the exercise of the electronic text rights, the Publisher shall not add any textual, visual or other material to the Work, delete any material from or otherwise edit the Work, or couple any electronic edition of the Work with other works without the approval of the Author, such approval not unreasonably to be withheld or delayed. Any license of electronic text rights in the Work shall provide that any additions to, deletions from, or other editing of the text of the Work by the licensee, and the coupling of any electronic edition of the Work with other works, shall be subject to the approval of the Author, such approval not unreasonably to be withheld or delayed;

(ii) “Electronic adaptation rights” shall mean the exclusive right to adapt and publish, and to authorize others to adapt and publish, the Work **including video games** or any portion thereof for one or more “electronic versions.” As used herein, an “electronic version” shall mean an adaptation of the Work incorporating elements from sources other than the text of the Work including without limitation still photographs and illustrations, video footage, sound and other text, for publication by any electronic, electromagnetic or other means of storage, retrieval, distribution or transmission now known or hereafter devised, but excluding electronic text rights, audio rights, motion picture rights and television rights (provided that the exercise of any of the foregoing rights, if reserved by the Author or licensed to a third party, shall not preclude the exercise of the electronic adaptation rights). **Electronic adaptation rights are reserved to the Author. The Publisher shall have the first opportunity to acquire electronic adaptation rights, excluding video game rights, on mutually satisfactory terms, provided**

that the foregoing right of negotiation shall not apply to any instance where the Author receives an offer for motion picture or television rights which requires a conveyance of electronic multimedia rights as part of the transaction. If the Author and Publisher are unable in good faith to agree on terms for Publisher's acquisition of such rights within 30 days after they commence negotiations with respect thereto, then the Author shall be free thereafter to offer all or some of such rights to other parties. If the Author or a licensee of the Author wishes to more than 15% of the text of the Work in an electronic version, the Publisher shall promptly authorize such use on reasonable terms and conditions, provided in the Publisher's reasonable judgment such text is not the predominant feature of such electronic version;

(b) "audio rights" shall mean the exclusive right to use or adapt, and to authorize others to use or adapt, the **text of the Work** or any portion thereof as the basis for one or more non-dramatic audio recordings through any method of recording or transmission now known or hereafter devised, including, without limitation, copying or recording by phonographic, magnetic, laser, electronic or any other means and whether on phonograph records, audio cassettes, audio discs or any other human or machine-readable medium and the **non-dramatic** broadcast or transmission thereof, but excluding all uses encompassed in motion picture, dramatic, television, **soundtrack**, radio and allied rights. **The Publisher shall give Author the first opportunity to perform as the reader for the audio edition of the Work, and if Author does so perform Publisher will pay Author a non-recoupable aggregate fee of \$5,000, payable on satisfactory completion of the recording, which sum shall not be charged against the Author's earnings. Author will have the right to approve the script for any abridged audio edition of the Work and the right to approve the reader if it is not the Author. Author will have the right to approve the script for any abridged audio edition of the Work, which approval will not be unreasonably withheld or delayed. The audio editions(s) of the Work shall only include music consisting of introductory and closing background music and incidental sounds supplied by Publisher;**

(c) a "sale," "disposition" or "grant" of rights shall include an assignment, transfer or license of the rights referred to or of any interest or option relating to such rights;

(d) "special discount sales" shall mean sales made in the United States outside regular trade channels or direct-to-the-consumer through Publisher's websites at a discount of more than 50% from the catalog retail price, except that for audio editions of the Work "special discount sales" shall mean sales at a discount of more than 55% from the catalog retail price. **The Author will have the right to approve any product or service in connection with a premium sale, such approval not unreasonably to be withheld or delayed. Sales to warehouse clubs and similar outlets, and sales to online bookstores such as Amazon.com will not be deemed special discount sales regardless of the discount.** With respect to special discount sales to organizations, Publisher may imprint the trade name, trademark, logo, imprint and/or other identification of such organization on such copies in addition to or in lieu of Publisher's trade name, trademark, logo, imprint and/or other identification;

(e) "remainder-in-place sales" shall mean sales made in the United States in regular trade channels at regular trade discounts, for which a 50% credit to the bookseller is subsequently given by Publisher;

(f) “net amount actually received” shall mean Publisher’s gross receipts less returns, allowances, shipping and handling charges, postage, and any excise, sales, use or similar taxes.

VIII. Miscellaneous Provisions

Assignment

35. This Agreement shall be binding upon and inure to the benefit of the executors, administrators and assigns of the Author, and upon and to the successors and assigns of the Publisher. The Author shall not assign this Agreement without the prior written consent of the Publisher, except that Author may assign sums due and payable to the Author hereunder, provided that such assignment shall not be binding upon Publisher unless and until Publisher shall have given written acknowledgement of its receipt thereof and such assignment shall not in any event affect Publisher’s rights or Author’s obligations hereunder. **The Publisher may assign this Agreement to a parent, subsidiary or affiliated company, or to a purchaser of all or substantially all of its assets, or in a reorganization. Any other assignment of this Agreement by Publisher shall be subject to the consent of the Author, which consent shall not be unreasonably withheld.** Any purported assignment in violation of this provision or in violation of the provisions of Paragraph 22 above shall be void.

Effectiveness

36. This Agreement shall be binding upon the Publisher **and the Author** only when it has been signed by the Author and by an authorized officer of the Publisher.

Jurisdiction

37. Exclusive jurisdiction for the determination of any dispute solely between or among parties to this Agreement is hereby vested in the federal and state courts sitting in New York County, New York, to which each party irrevocably submits. In addition to service of process by any other means provided at the time by law, each party consents to service of process on him, her or it, as the case may be, by certified mail, first class postage prepaid, return receipt requested, or by overnight courier service provided a signed receipt is obtained, in each case addressed (i) to the party to be served at the address to which notices may be given pursuant to Paragraph 38 of this Agreement or (ii) to that party’s actual residence or place of business. The refusal to accept process so served, including the failure to claim certified mail in the custody of the Postal Service, shall not invalidate such service if a separate copy of the process is sent by first class mail, postage paid, to the same address.

Notices

38. All notices to be given hereunder by either party shall be in writing and shall be sent to the other party at the respective addresses as they are given on page 1 of this Agreement unless said addresses are changed by either party by a notice in writing to the other party. All notices shall be sent by registered or certified mail or other form of receipted or acknowledged delivery including a fax transmission acknowledged as received by the party to which it is sent. Notices to the Publisher shall be sent to both the President and General Counsel of Publisher.

Applicable Law

39. THIS AGREEMENT AND ITS INTERPRETATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND ENTIRELY TO BE PERFORMED THEREIN.

Waivers

40. No waiver of any term or condition of this Agreement, or of any breach of this Agreement or of any part thereof, shall be deemed a waiver of any other term or condition of this Agreement or of any later breach of this Agreement or of any part thereof **by either party**, nor shall publication or continued publication or payment by the Publisher **or acceptance of publication and/or payment from the Publisher by the Author** following notice or claim of facts which, if true, would constitute a breach of warranty, representation or agreement of the Author **or Publisher**, constitute or imply any waiver by the Publisher **or Author** of any defenses, rights or remedies of the Publisher **or Author, as the case may be**. No failure by either party to assert any right under this Agreement shall preclude any later assertion of such right.

Validity and Enforceability

41. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions hereof, and any such invalid or unenforceable provision shall be deemed to be severable.

Singular Shall Include Plural

42. Wherever required by the context in this Agreement, the singular shall include the plural, and the term "Author" shall include the "Authors" if there are more than one.

Entire Agreement

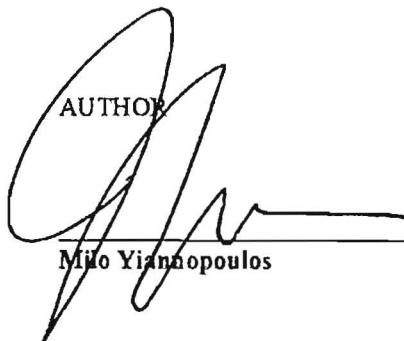
43. This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof, and may not be modified except by an instrument in writing signed by the party to be charged.

Captions

44. Captions are for convenience only, and are not to be deemed part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

AUTHOR



Milo Yiannopoulos

SIMON & SCHUSTER, INC.

By 

AUTHORIZED SIGNATURE

NOTE: The attached United States Forms W-9 must be completed, signed and returned by the Proprietor with signed contracts.

Editor: Mitchell Ivers

or.new/Yiannopoulos.Milo.docx/sf

EXHIBIT B



SIMON & SCHUSTER

Carolyn K. Reidy
President &
Chief Executive Officer

January 23, 2017

Dear Author,

I'm writing to you regarding the controversy surrounding the book *Dangerous* by Milo Yiannopoulos. Since Threshold Editions announced their plans to publish, we have received many comments from you and many of our authors and readers expressing concern and displeasure. I want you to know that we take all of this feedback seriously and appreciate that so many people, especially our authors, have taken the time to communicate with us.

First and foremost, I want to make clear that we do not support or condone, nor will we publish, hate speech. Not from our authors. Not in our books. Not at our imprints. Not from our employees and not in our workplace.

When Threshold Editions met with Mr. Yiannopoulos, he said that he was interested in writing a book that would be a substantive examination of the issues of political correctness and free speech, issues that are already much-discussed and argued and fought over in both mainstream and alternative media and on campuses and in schools across the country. Threshold Editions, like all our imprints, is editorially independent. Its acquisitions are made without the involvement or knowledge of our other publishers. In considering this project, the imprint believed that an articulate discussion of these issues, coming from an unconventional source like Mr. Yiannopoulos, could become an incisive commentary on today's social discourse that would sit well within its scope and mission, which is to publish works for a conservative audience.

Once Threshold made an offer to Mr. Yiannopoulos, our responsibility as a publisher is to work with him to produce the book he and our staff envisioned, and one that adheres to the standards that I have articulated. We promise to do just that.

There is no question that we are living in a time when many are feeling uncertainty and fear. It is a moment when political passions are running hotter and stronger than at any time in recent history, and cultural divides across the country seem to be getting wider. And so I can appreciate the strong opinions and feelings this has stirred in you and others. I also recognize that there may be a genuine debate to be had about who should be awarded a book contract. For us, in the end, it ultimately comes down to the text that is written. And here I must reiterate that neither Threshold Editions nor any other of our imprints will publish books that we think will incite hatred, discrimination or bullying.

Thank you for taking the time to read this.

EXHIBIT C

Sent: Monday, January 23, 2017 4:07 PM

Subject: A Message from Carolyn Reidy

S I M O N & S C H U S T E R

Carolyn K. Reidy
President &
Chief Executive Officer

January 23, 2017

Dear Colleague,

In the past few weeks I have heard from many of you, either directly or through your managers, regarding the Threshold Editions acquisition of *Dangerous* by Milo Yiannopoulos. I have also heard from some of our authors, bookselling accounts, and members of the reading public.

Your opinions are not taken lightly, and while we are clearly in the middle of a controversial situation, I am gratified by your obvious pride in working for Simon & Schuster, and that you care enough and have taken the time to be in touch.

Attached is a letter being distributed to our authors who have communicated with us about this matter. If you have been contacted by authors who did not also write to me, feel free to send this letter on to them. It will also be posted on our Author Portal.

I hope you will read this letter and be assured that above all else, we will not publish a book that we consider to be hate speech.

Sincerely,



EXHIBIT D

To: Mitchell Ivers

Wed, Feb 15, 16:07

Don't quote me but you done good.

RE: mss

Ivers, Mitchell <Mitchell.Ivers@Simonandschuster.com>

Wed 2/15/2017 11:34 AM

To: MILO <milo@yiannopoulos.net>;

cc: David Vigliano <vig@agivigliano.com>; Thomas Flannery JR. <tf@agivigliano.com>; Colin Madine <colin@yiannopoulos.net>; MILO Management Team <mgmt@yiannopoulos.net>; Alex Marlow <amarlow@breitbart.com>;

Thanks for doing such thorough and good work. Hold off on the **theory**, history and pop culture material. They can be inserted into your 3rd draft after I send back notes on this draft. **Getting** another one 24-48 hours will just confuse matters now. There's plenty for us to chew on here, so hold off on re-submitting until I respond.

Meanwhile, have fun on **Hannity and Maher**. I'll see you at CPAC!

Mitchell

EXHIBIT E

Jen Robinson's contacts

Ivers, Mitchell <Mitchell.Ivers@Simonandschuster.com>

Fri 2/17/2017 4:54 PM

To: MILO <milo@yiannopoulos.net>; Robinson, Jennifer <Jennifer.Robinson@simonandschuster.com>;

Cc: Thomas Flannery JR. <tf@agivigliano.com>; Colin Madine <colin@yiannopoulos.net>;

That was a great phone call. Have a great, great time on Bill Maher. I will be at the opera (of course), but I've set my DVR.

Here is Jen Robinson's contact information:

Jennifer Robinson

Vice President and Director of Publicity

212-698-2719

Jennifer.Robinson@simonandschuster.com

Mitchell Ivers

Vice President and Editorial Director, Threshold Editions

Vice President and Senior Editor, Gallery Books

Simon & Schuster, Inc.

1230 Avenue of the Americas, New York, NY 10020

Tel: 212-698-2897 | Fax: 212-632-4084

Mitchell.Ivers@SimonandSchuster.com

EXHIBIT F

To: Mitchell Ivers

Then I will be in London for a week for my birthday, so it would be great to get the file back from you shortly after I return. I'm hoping that will be the draft that goes to copyediting and legal

I'll know more Tuesday or Wednesday

Sounds good and yes I think I can do that

EXHIBIT G

Re: 6462866567

Ivers, Mitchell <Mitchell.Ivers@Simonandschuster.com>

Mon 2/20/2017 2:50 PM

To Thomas Flannery JR. <tf@agivigliano.com>;

Charlie Gasparino at Fox Business just Tweeted this. Is it true?

Charles Gasparino @CGasparino 27m.

#BreakingNews @BreitbartNews considering dismissal of Milo Yiannopoulos over remarks that sparked outrage no comment yet from milo

From: Thomas Flannery JR. <tf@agivigliano.com>

Sent: Monday, February 20, 2017 2:35 PM

To: Ivers, Mitchell

Subject: 6462866567

Hi Mitch can you cal me today? Think we need to get Milo on with Jen Robinson asap.

Get [Outlook for iOS](#)

EXHIBIT H



SIMON & SCHUSTER

1230 Avenue of the Americas
New York, NY 10020
212-698-7094/Fax: 212-698-7171
E-Mail: Jeff.Wilson@simonandschuster.com

Jeff Wilson
VP Contracts

VIA USPS

February 22, 2017

Milo Yiannopoulos
C/o AGI Vigliano Literary, LLC
150 East 58th St., 20th Fl.
New York, New York 10155
ATTN: Thomas Flannery

Re: **Dangerous, (the "Work");**
Agreement dated December 13, 2016 (the "Agreement")

Dear Mr. Yiannopoulos:

We have been advised that the above Work is unacceptable for publication.

We hereby terminate the Agreement without further obligation of either party to the other except with respect to the warranties and representations that survive termination of the Agreement as noted in Paragraph 24.

This letter shall confirm that you are under no obligation to repay the \$80,000 advanced to you such sum being in full satisfaction and discharge of Simon & Schuster's obligation under the Agreement.

We hereby revert all right, title and interest in and to the Work

Please feel free to contact me with any questions.

Sincerely,

Jeffrey L. Wilson


EXHIBIT I

Sign Up

Email or Phone

English (US) · Español · Português (Brasil) · Français (France) · Deutsch

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 Milo Yiannopoulos February 19 ·

A note for idiots (UPDATED):

I do not support pedophilia. Period. It is a vile and disgusting crime, perhaps the very worst. There are selectively edited videos doing the rounds, as part of a co-ordinated effort to discredit me from establishment Republicans, that suggest I am soft on the subject.

If it somehow comes across (through my own sloppy phrasing or through deceptive editing) that I meant any of the ugly things alleged, let me set the record straight: I am completely disgusted by the abuse of children.

Some facts to consider:

1. I have outed THREE pedophiles in my career as a journalist. That's three more than any of my critics and a peculiar strategy for a supposed pedophile apologist.

(a) Luke Bozier, former business partner of Louise Mensch
<http://kernelmag.dailydot.com/.../menshn-co-founder-embroile.../>
<http://kernelmag.dailydot.com/.../3746/luke-bozier-arrested/>

(b) Nicholas Nyberg, anti-GamerGate activist who self-described as a pedophile and white nationalist
<http://www.breitbart.com/.../leading-gamergate-critic-sarah-.../>

(c) Chris Leydon, a London photographer who has a rape trial starting March 13 thanks to my reporting.
<http://www.breitbart.com/.../tech-city-darling-chris-leydon-.../>

2. I have repeatedly expressed disgust at pedophiles in my journalism.
<http://www.breitbart.com/.../heres-why-the-progressive-left-.../>

3. I have never defended and would never defend child abusers, as my reporting history shows. The world is messy and complicated, and I recognize it as such, as this furore demonstrates. But that is a red line for any decent person.

4. The videos do not show what people say they show. I *did* joke about giving better head as a result of clerical sexual abuse committed against me when I was a teen. If I choose to deal in an edgy way on an internet livestream with a crime I was the victim of that's my prerogative. It's no different to gallows humor from AIDS sufferers.

5. National Review, whose journalists are tweeting about this, published an article defending Salon for giving a pedophile a platform.

6. I did say that there are relationships between younger men and older men that can help a young gay man escape from a lack of support or understanding at home. That's perfectly true and every gay man knows it. But I was not talking about anything illegal and I was not referring to pre-pubescent boys.

7. I said in the same "Drunken Peasants" podcast from which the footage is taken that I agree with the current age of consent.

8. I shouldn't have used the word "boy" when I talked about those relationships between older men and younger gay men. (I was talking about my own relationship when I was 17 with a man who was 29. The age of consent in the UK is 16.) That was a mistake. Gay men often use the word "boy" when they refer to consenting adults. I understand that heterosexual people might not know that, so it was a sloppy choice of words that I regret.

9. This rush to judgment from establishment conservatives who hate Trump as much as they hate me, before I have had any chance to provide context or a response, is one of the big reasons gays vote Democrat.

10. In case there is any lingering doubt, here's me, in the same interview the other footage is taken from, affirming that the current legal age of consent is about right: "And I think the law is probably about right. It's probably roughly the right age. I think it's probably about ok. But there are certainly people who are capable of giving consent at a younger age. I certainly consider

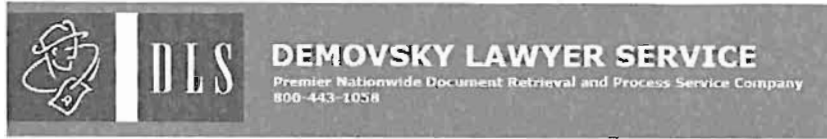
myself to be one of them, people who were sexually active younger. I think it particularly happens in the gay world, by the way."

Facebook

RECEIVED NYSCEF: 07/07/2017

English (US) · Español · Português (Brasil) · Français (France) · Deutsch

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Facebook © 2017



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

-----X
MILO YIANNOPOULOS,

Index No. 654668/2017

Purchased 7/7/17

AFFIDAVIT OF SERVICE

Plaintiff,

-against-

SIMON & SCHUSTER, INC.,

Defendant(s).

-----X

STATE OF NEW YORK)
S.S.:
COUNTY OF ALBANY)

DEBORAH LaPOINTE, being duly sworn, deposes and says that she is over the age of eighteen years, is an employee of the attorney service, DLS, INC., and is not a party to this action.

That on the 10TH day of July, 2017, at approximately the time of 11:30A.M., deponent served the SUMMONS AND VERIFIED COMPLAINT AND NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING upon SIMON & SCHUSTER, INC., c/o Registered Agent, Prentice-Hall Corporation System, Inc., at 80 State Street, Albany, New York, in this action, by delivering to and leaving with MAUREEN COGAN, Service of Process Representative, a authorized person who is designated to accept service at this address.

MAUREEN COGAN is a white female, approximately 54 years of age, stands approximately 5 feet 7 inches tall, weighs approximately 180 pounds with brown hair and wears glasses.

DEBORAH LaPOINTE

Sworn to before me this
10TH day of July, 2017

NOTARY PUBLIC

FRANK J. PANUCCI
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01PA4721156
QUALIFIED IN ALBANY COUNTY
COMMISSION EXPIRES JULY 31, 2018

D.L.S., Inc.
100 State Street
Ste. 220
Albany, NY 12207
518-449-8411
www.dlsnational.com

REQUEST FOR JUDICIAL INTERVENTION

UCS-840 (7/2012)

New York Supreme COURT, COUNTY OF New York

Index No: **654668/2017** Date Index Issued: **07/07/2017**

CAPTION: Enter the complete case caption. Do not use et al or et ano. If more space is required, attach a caption rider sheet.

MILO YIANNOPOULOS

Plaintiff(s)/Petitioner(s)

For Court Clerk Use Only:	
	IAS Entry Date
	Judge Assigned
	RJI Date

-against-

SIMON & SCHUSTER, INC.

Defendant(s)/Respondent(s)

NATURE OF ACTION OR PROCEEDING: Check ONE box only and specify where indicated.

<p>MATRIMONIAL</p> <p><input type="checkbox"/> Contested</p> <p>NOTE: For all Matrimonial actions where the parties have children under the age of 18, complete and attach the MATRIMONIAL RJI Addendum. For Uncontested Matrimonial actions, use RJI form UD-13.</p> <hr/> <p>TORTS</p> <p><input type="checkbox"/> Asbestos</p> <p><input type="checkbox"/> Breast Implant</p> <p><input type="checkbox"/> Environmental:</p> <p><input type="checkbox"/> Medical, Dental, or Podiatric Malpractice</p> <p><input type="checkbox"/> Motor Vehicle</p> <p><input type="checkbox"/> Products Liability:</p> <p><input type="checkbox"/> Other Negligence:</p> <p><input type="checkbox"/> Other Professional Malpractice:</p> <p><input type="checkbox"/> Other Tort:</p> <hr/> <p>OTHER MATTERS</p> <p><input type="checkbox"/> Certificate of Incorporation/Dissolution [see NOTE under Commercial]</p> <p><input type="checkbox"/> Emergency Medical Treatment</p> <p><input type="checkbox"/> Habeas Corpus</p> <p><input type="checkbox"/> Local Court Appeal</p> <p><input type="checkbox"/> Mechanic's Lien</p> <p><input type="checkbox"/> Name Change</p> <p><input type="checkbox"/> Pistol Permit Revocation Hearing</p> <p><input type="checkbox"/> Sale or Finance of Religious/Not-for-Profit Property</p> <p><input type="checkbox"/> Other:</p>	<p>COMMERCIAL</p> <p><input type="checkbox"/> Business Entity (including corporations, partnerships, LLCs, etc.)</p> <p><input checked="" type="checkbox"/> Contract</p> <p><input type="checkbox"/> Insurance (where insurer is a party, except arbitration)</p> <p><input type="checkbox"/> UCC (including sales, negotiable instruments)</p> <p><input type="checkbox"/> Other Commercial:</p> <p>NOTE: For Commercial Division assignment requests [22 NYCRR § 202.70(D)], complete and attach the COMMERCIAL DIV RJI Addendum.</p> <hr/> <p>REAL PROPERTY: How many properties does the application include?</p> <p><input type="checkbox"/> Condemnation</p> <p><input type="checkbox"/> Mortgage Foreclosure: <input type="checkbox"/> Residential <input type="checkbox"/> Commercial</p> <p>Property Address:</p> <p>NOTE: For Mortgage Foreclosure actions involving a one- to four-family, owner-occupied, residential property, or an owner-occupied condominium, complete and attach the FORECLOSURE RJI Addendum.</p> <p><input type="checkbox"/> Tax Certiorari - Section: Block: Lot:</p> <p><input type="checkbox"/> Tax Foreclosure</p> <p><input type="checkbox"/> Other Real Property:</p> <hr/> <p>SPECIAL PROCEEDINGS</p> <p><input type="checkbox"/> CPLR Article 75 (Arbitration) [see NOTE under Commercial]</p> <p><input type="checkbox"/> CPLR Article 78 (Body or Officer)</p> <p><input type="checkbox"/> Election Law</p> <p><input type="checkbox"/> MHL Article 9.60 (Kendra's Law)</p> <p><input type="checkbox"/> MHL Article 10 (Sex Offender Confinement-Initial)</p> <p><input type="checkbox"/> MHL Article 10 (Sex Offender Confinement-Review)</p> <p><input type="checkbox"/> MHL Article 81 (Guardianship)</p> <p><input type="checkbox"/> Other Mental Hygiene:</p> <p><input type="checkbox"/> Other Special Proceeding:</p>
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STATUS OF ACTION OR PROCEEDING: Answer YES or NO for EVERY question AND enter additional information where indicated.

Has a summons and complaint or summons w/notice been filed?	YES	NO	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If yes, date filed: 07/07/2017
Has a summons and complaint or summons w/notice been served?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If yes, date served: 07/10/2017
Is this action/proceeding being filed post-judgment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	If yes, judgment date:

NYSCEF: **NATURE OF JUDICIAL INTERVENTION:** Check ONE box only AND enter additional information where indicated. RECEIVED NYSCEF: 07/25/2017

- Infant's Compromise
- Note of Issue and/or Certificate of Readiness
- Notice of Medical, Dental, or Podiatric Malpractice Date Issue Joined:
- Notice of Motion Relief Sought: Return Date:
- Notice of Petition Relief Sought: Return Date:
- Order to Show Cause Relief Sought: Return Date:
- Other Ex Parte Application Relief Sought:
- Poor Person Application
- Request for Preliminary Conference
- Residential Mortgage Foreclosure Settlement Conference
- Writ of Habeas Corpus
- Other:

RELATED CASES: List any related actions. For Matrimonial actions, include any related criminal and/or Family Court cases. If additional space is required, complete and attach the **RJI Addendum**. If none, leave blank.

Case Title	Index/Case No.	Court	Judge (if assigned)	Relationship to Instant Case

PARTIES: For parties without an attorney, check "Un-Rep" box AND enter party address, phone number and e-mail address in space provided. If additional space is required, complete and attach the **RJI Addendum**.

Un-Rep	Parties:	Attorneys and/or Unrepresented Litigants:	Issue Joined (Y/N):	Insurance Carrier(s):
	List parties in caption order and indicate party role(s) (e.g., defendant; 3rd-party plaintiff).	Provide attorney name, firm name, business address, phone number and e-mail address of all attorneys that have appeared in the case. For unrepresented litigants, provide address, phone number and e-mail address.		
<input type="checkbox"/>	Name: YIANNOPOULOS, MILO Role(s): Plaintiff/Petitioner	JEFFREY WEINGART, MEISTER SEELIG & FEIN LLP, 125 Park Avenue, 7th Floor, New York, NY 10017, 212-655-3516, jpw@msf-law.com	NO	
<input type="checkbox"/>	Name: SIMON & SCHUSTER, INC. Role(s): Defendant/Respondent	Elizabeth McNamara, Davis Wright Tremaine LLP, 1251 Avenue of the Americas, 21st Floor, New York, NY 10020, (212) 603-6437, lizmcnamara@dwt.com	NO	
<input type="checkbox"/>	Name: Role(s):			
<input type="checkbox"/>	Name: Role(s):			
<input type="checkbox"/>	Name: Role(s):			

I AFFIRM UNDER THE PENALTY OF PERJURY THAT, TO MY KNOWLEDGE, OTHER THAN AS NOTED ABOVE, THERE ARE AND HAVE BEEN NO RELATED ACTIONS OR PROCEEDINGS, NOR HAS A REQUEST FOR JUDICIAL INTERVENTION PREVIOUSLY BEEN FILED IN THIS ACTION OR PROCEEDING.

Dated: 07/25/2017

JEFFREY P WEINGART
SIGNATURE

2306181
ATTORNEY REGISTRATION NUMBER

JEFFREY P WEINGART
PRINT OR TYPE NAME

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF New York

MILO YIANNOPOULOS

Index No: 654668/2017

RJI No. (if any):

Plaintiff(s)/Petitioner(s)
-against-
SIMON & SCHUSTER, INC.
Defendant(s)/Respondent(s)

COMMERCIAL DIVISION
Request for Judicial Intervention Addendum

COMPLETE WHERE APPLICABLE [add additional pages if needed]:

Plaintiff/Petitioner's cause(s) of action [check all that apply]:

- Breach of contract or fiduciary duty, fraud, misrepresentation, business tort (e.g. unfair competition), or statutory and/or common law violation where the breach or violation is alleged to arise out of business dealings (e.g. sales of assets or securities; corporate restructuring; partnership, shareholder, joint venture, and other business agreements; trade secrets; restrictive covenants; and employment agreements not including claims that principally involve alleged discriminatory practices)
- Transactions governed by the Uniform Commercial Code (exclusive of those concerning individual cooperative or condominium units)
- Transactions involving commercial real property, including Yellowstone injunctions and excluding actions for the payment of rent only
- Shareholder derivative actions — without consideration of the monetary threshold
- Commercial class actions — without consideration of the monetary threshold
- Business transactions involving or arising out of dealings with commercial banks and other financial institutions
- Internal affairs of business organizations
- Malpractice by accountants or actuaries, and legal malpractice arising out of representation in commercial matters
- Environmental insurance coverage
- Commercial insurance coverage (e.g. directors and officers, errors and omissions, and business interruption coverage)
- Dissolution of corporations, partnerships, limited liability companies, limited liability partnerships and joint ventures — without consideration of the monetary threshold
- Applications to stay or compel arbitration and affirm or disaffirm arbitration awards and related injunctive relief pursuant to CPLR Article 75 involving any of the foregoing enumerated commercial issues — without consideration of the monetary threshold

Plaintiff/Petitioner's claim for compensatory damages [exclusive of punitive damages, interest, costs and counsel fees claimed]:

10000000.00

Plaintiff/Petitioner's claim for equitable or declaratory relief [brief description]:

Defendant/Respondent's counterclaim(s) [brief description, including claim for monetary relief]:

I REQUEST THAT THIS CASE BE ASSIGNED TO THE COMMERCIAL DIVISION. I CERTIFY THAT THE CASE MEETS THE JURISDICTIONAL REQUIREMENTS OF THE COMMERCIAL DIVISION SET FORTH IN 22 NYCRR § 202.70(a), (b) and (c).

Dated: 07/25/2017

JEFFREY P WEINGART
SIGNATURE

JEFFREY P WEINGART
PRINT OR TYPE NAME

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

-----	x	
MILO YIANNOPOULOS,	:	
	:	Index No. 654668/2017
Plaintiff,	:	Motion Sequence: 001
	:	
- against -	:	Honorable Barry R. Ostrager
	:	Part 61
SIMON & SCHUSTER, INC.,	:	
	:	NOTICE OF MOTION TO
Defendant.	:	DISMISS
	:	
	x	

PLEASE TAKE NOTICE that, upon the accompanying Affidavit of Geoffrey S. Brounell, dated July 28, 2017, the exhibits annexed thereto, the accompanying memorandum of law, and all other pleadings and proceedings heretofore had herein, Defendant Simon & Schuster, Inc. (“Defendant”) will move this Court, in the Motion Support Courtroom, Room 130, at the Courthouse located at 60 Centre Street, New York, New York, 10007 on August 15, 2017 at 9:30 a.m., or as soon thereafter as counsel may be heard, for an Order, pursuant to CPLR 3211(a)(1) and CPLR 3211(a)(7), dismissing the Complaint in its entirety with prejudice, and for such other and further relief as the Court deems just and proper.

PLEASE TAKE FURTHER NOTICE that, pursuant to CPLR 2214(b), answering papers, if any, are to be served on the undersigned no later than the seventh day prior to the August 15, 2017 return date set above, which is no later than August 8, 2017.

Dated: New York, New York
July 28, 2017

DAVIS WRIGHT TREMAINE LLP

By: /s/ Elizabeth A. McNamara
Elizabeth A. McNamara
Geoffrey S. Brounell

1251 Avenue of the Americas, 21st Floor
New York, New York 10020-1104
Tel: (212) 489-8230
Fax: (212) 489-8340
lizmcnamara@dwt.com
geoffreybrounell@dwt.com

Anthony M. Bongiorno
Executive Vice President & Associate
General Counsel, Litigation
CBS Corporation
51 West 52nd Street
New York, NY 10019
Tel: (212) 975-2721
Fax: (212) 975-3930
Anthony.Bongiorno@cbs.com

Attorneys for Defendant

TO: Jeffrey P. Weingart, Esq.
MEISTER SEELIG & FEIN LLP
125 Park Avenue, 7th Floor
New York, New York 10017
(212) 655-3500
jpw@msf-law.com
Attorneys for Plaintiff

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

-----	x	
MILO YIANNOPOULOS,	:	
	:	Index No. 654668/2017
Plaintiff,	:	Motion Sequence: 001
	:	
- against -	:	Honorable Barry R. Ostrager
	:	Part 61
SIMON & SCHUSTER, INC.,	:	
	:	<u>ORAL ARGUMENT REQUESTED</u>
Defendant.	:	
-----	x	

**MEMORANDUM OF LAW IN SUPPORT OF DEFENDANT'S
MOTION TO DISMISS**

Elizabeth A. McNamara
Geoffrey S. Brounell
DAVIS WRIGHT TREMAINE LLP
1251 Avenue of the Americas, 21st floor
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Defendant Simon & Schuster, Inc. (“Simon & Schuster,” or “Defendant”) respectfully submits this memorandum of law in support of its motion to dismiss the Verified Complaint (the “Complaint”) filed by Plaintiff Milo Yiannopoulos (“Plaintiff” or Yiannopoulos”) pursuant to CPLR 3211(a)(1) and 3211(a)(7).

PRELIMINARY STATEMENT

This lawsuit is a meritless publicity stunt, a bid by Yiannopoulos to sue his way back into relevance. Yiannopoulos attempts to ground this action in free speech parlance, cloaking it with allegations of censorship and efforts to silence him. At base, however, this lawsuit arises from a December 13, 2016 publishing agreement between Yiannopoulos and Simon & Schuster, which, like most publishing agreements, permitted Simon & Schuster to cancel publication for multiple and subjective reasons, including “if in its sole good faith judgment” the work was unacceptable. On February 22, 2017, Simon & Schuster exercised its contractual rights, terminated the agreement, and allowed Yiannopoulos to retain an \$80,000 advance that he would otherwise not be entitled to retain in order to resolve Yiannopoulos’s claims that Simon & Schuster had any further obligation to him under that agreement. The termination notice clearly and unambiguously stated that the \$80,000 was in “full satisfaction and discharge of Simon & Schuster’s obligation under the [Publishing] Agreement.” Yiannopoulos accepted the payment without protest, thereby sealing the accord and satisfaction and barring this lawsuit as a matter of centuries-old law.

That should have been the end of this contractual matter. Instead, Yiannopoulos waited approximately *five months* to file this lawsuit, in a naked attempt to drum up publicity for the publication of his book, released days earlier, amidst baseless public statements that Defendant attempted to censor and silence him. Then, incredibly, on July 11, 2017 — after the filing of this lawsuit and service of the Summons and Complaint — Yiannopoulos’s counsel sent a letter to a Simon & Schuster employee, purporting to “reject” the \$80,000.00 payment that Yiannopoulos

accepted months earlier to resolve the dispute over the termination of the agreement. As a matter of black-letter law, however, the reservation of rights necessary to defeat an accord and satisfaction must precede or accompany the acceptance of a compromised payment.

Yiannopoulos's belated effort to reserve his rights is therefore without any legal significance whatsoever and certainly does not save this lawsuit from immediate dismissal.

Accordingly, this Court should grant Simon & Schuster's motion, dismiss this matter in its entirety with prejudice, and put an end to Yiannopoulos's self-promotional misuse of judicial resources.

FACTS

A. Parties

Simon & Schuster is a publishing company based in New York City. Compl. ¶ 16. Threshold Editions is an imprint of Simon & Schuster, which specializes in conservative non-fiction. Its best-selling authors include Glenn Beck, Mark R. Levin, Rush Limbaugh, Dick Cheney, Karl Rove, and President Trump. *See generally* <http://www.thresholdeditions.com>.

Yiannopoulos is a former editor of *Breitbart News*, who rose to prominence by deploying incendiary attacks — he has been described as a “troll promoting racist, sexist views” — and inciting violence on college campuses throughout the country during his “notorious *Dangerous Faggot Tour*.” Compl. ¶¶ 20, 41, 64-67. In July 2016, Twitter banned Yiannopoulos after accusing him of leading a racist harassment campaign against actress Leslie Jones. *Id.* ¶ 20; *cf. Breitbart's Milo permanently suspended from Twitter after feud with Leslie Jones*, FoxNews.com, July 20, 2016.¹ Against this backdrop, Yiannopoulos described himself on February 14, 2017 as “a cultural icon . . . as well as America's most relevant cultural and political critic.” Compl. ¶ 69.

¹ Available at <http://www.foxnews.com/entertainment/2016/07/20/breitbart-milo-permanently-suspended-from-twitter-after-feud-with-actress.html>.

Several days later, Yiannopoulos was forced to resign from *Breitbart News* after a video interview of him emerged where he publicly condoned pedophilia. *Id.* ¶¶ 84-86.

B. The Publishing Agreement

This lawsuit arises from a December 13, 2016 publishing agreement that Yiannopoulos signed with Simon & Schuster to publish a work “satisfactory to the Publisher” tentatively titled *Dangerous with Threshold Edition* (the “Publishing Agreement” or “Agreement”). Compl. ¶¶ 2, 30-32; *Id.* Ex. A (attaching a copy of the Publishing Agreement) ¶ 4(a). Significantly, Yiannopoulos does not allege that there is any ambiguity in the language of the Agreement.

The Agreement entitled Yiannopoulos to a certain “advance against all amounts accruing to Author under this Agreement,” including \$80,000.00 upon the signing of the Agreement by both parties, with additional advances due on “delivery and acceptance of the Work,” first publication of the hardcover edition, and first publication of the paperback edition. Compl. Ex. A ¶ 5. In total, Yiannopoulos would receive an advance of \$255,000 against any royalties due if the Work was accepted and published by Simon & Schuster. *Id.* Yiannopoulos acknowledges in his Complaint that the \$80,000 initial advance “was made and received” shortly after he received the fully-executed Agreement on January 18, 2017. Compl. ¶ 50; *see also* Danuta Kean, *Milo Yiannopoulos sues former publisher for \$10m*, *TheGuardian.com*, July 10, 2017 (“Yiannopoulos claimed he had been allowed to keep \$80,000 of his original advance.”).²

The Publishing Agreement unambiguously grants Simon & Schuster the right to terminate the Agreement for multiple and subjective reasons, including “if in its sole good judgment the Work is not acceptable to it.”³ Compl. Ex. A ¶ 13(a). The Agreement envisions that the Author

² Available at <https://www.theguardian.com/books/2017/jul/10/milo-yiannopoulos-sues-former-publisher-for-10m-dangerous>.

³ The Agreement could be terminated for other reasons as well, including if “in the sole and absolute good faith judgment of [Simon & Schuster’s] legal counsel...the Work contains libelous or obscene material, or its publication

be provided an opportunity to revise the manuscript to make it acceptable, but plainly states that “[n]o request for revisions shall be deemed to obligate Publisher to accept the final revision or constitute a conditional acceptance thereof.” *Id.* Instead, “[a]cceptance of the manuscript shall be made by written notice signed by an authorized signatory of the Publisher.” *Id.* ¶ 13(b).

The language of the Agreement is likewise unequivocal in stating that upon the termination of the Agreement, as here, Yiannopoulos must return to Simon & Schuster any advance payments — including the \$80,000.00 that Yiannopoulos acknowledged receiving — and **only then** will rights revert to the author: “If the revised complete manuscript of the Work delivered by the Author is not, in Publisher’s sole good faith judgment, editorially acceptable to the Publisher, the Author shall repay...all sums advanced to the Author hereunder and upon such repayment this Agreement shall terminate and all rights granted herein shall revert to the Author.” *See* Compl. Ex. A ¶ 13(d); *id.* ¶ 13(e) (“the Author shall be obligated to repay all sums advanced hereunder.”); *id.* ¶ 18 (similarly stating that the “Publisher shall be entitled . . . to the return of all monies advanced to Author hereunder”).

C. The Dispute and Subsequent Payment

If this case proceeds to discovery — which it should not — the record will demonstrate that Simon & Schuster exercised its termination rights within the unambiguous terms of the Publishing Agreement. But for purposes of this motion, the operative facts relate solely to the dispute that developed between the parties regarding Simon & Schuster’s exercise of its termination rights, Simon & Schuster’s payment to Yiannopoulos in full settlement of that dispute, and Yiannopoulos’s acceptance of that payment without protest.

may violate the right of privacy, common law, or statutory copyright, or any other rights of any person or entity.” Compl. Ex. A ¶ 18.

After two drafts and a full opportunity for Yiannopoulos to address Simon & Schuster's substantial concerns with the manuscript, on February 20, 2017, Simon & Schuster informed Thomas Flannery, Yiannopoulos's literary agent, that Yiannopoulos's work was "unacceptable" for publication. Compl. ¶¶ 78, 81. Later that day, Simon & Schuster issued a statement that read: "After careful consideration, Simon & Schuster and its Threshold Editions imprint have canceled publication of *Dangerous* by Milo Yiannopoulos." *Id.* ¶ 81. On February 22, Flannery responded by writing and sending the following e-mail to Simon & Schuster on behalf of Yiannopoulos:

Are you in fact terminating the publication agreement with Milo Yiannopoulos entered into on December 13, 2016? Please tell me in writing if you are cancelling the book and on what basis you are cancelling the book. If I don't hear from you by Friday, February 24 I will take it *the agreement is still in place* and will expect your final edits to the manuscript.

Brounell Aff. ¶ 4 Ex. B (emphasis added). Simon & Schuster responded to this demand that the Agreement remain in force, including an obligation to pay \$255,000 in advances, by sending a letter to Yiannopoulos later that same day, care of Thomas Flannery, that stated:

We have been advised that the above Work is unacceptable for publication.

We hereby terminate the Agreement without further obligation of either party to the other except with respect to the warranties and representations that survive termination of the Agreement as noted in Paragraph 24.

The letter shall confirm that you are under no obligation to repay the \$80,000 advanced to you such sum being *in full satisfaction and discharge* of Simon & Schuster's obligation under the Agreement.

We hereby revert all right, title, and interest in and to the Work.

Compl. Ex. H (emphasis added); *see also* Compl. ¶¶ 82-83.

Yiannopoulos accepted the \$80,000 compromise payment without protest or reservation of any rights. Some five months later, Yiannopoulos exercised the rights reverted to him by the February 22, 2017 letter accord and self-published *Dangerous* on July 4, 2017. Compl. ¶ 12.

Then, on July 7, 2017, Yiannopoulos filed this lawsuit, asserting claims for breach of contract and breach of the covenant of good faith and fair dealing based on Simon & Schuster's termination of the Agreement. Only after commencing this action did Yiannopoulos belatedly attempt to undo his acceptance of the settlement of his claims arising out of the Publishing Agreement. In particular, on July 11, 2017, counsel for Yiannopoulos wrote to Simon & Schuster, stating, in part, that:

Mr. Yiannopoulos has received your letter dated February 22, 2017 in which you informed him that *Dangerous* was allegedly "unacceptable for publication," and that Simon & Schuster was terminating the Agreement.

In the letter, you state: "The letter shall confirm that you are under no obligation to repay the \$80,000 advanced to you such sum being in full satisfaction and discharge of Simon & Schuster's obligation under the Agreement." Contrary to your statement, however, and as the Lawsuit makes clear, Mr. Yiannopoulos rejects your unfounded assertion that such funds, or Mr. Yiannopoulos's retention thereof, in any way "satisfies" or "discharges" Simon & Schuster's obligation under the Agreement." . . . To the extent that you intended your reference to the \$80,000 figure as an offer to settle the parties' dispute, Mr. Yiannopoulos hereby categorically rejects such offer, consistent with the allegations set forth in the Lawsuit.

Brounell Aff. ¶ 5 Ex. C. Counsel did not tender back the \$80,000 payment with his purported "rejection" letter.

ARGUMENT

Section 3211(a)(1) of the Civil Practice Law and Rules allows the court to dismiss an action where "a defense is founded upon documentary evidence." Specifically, "[p]ursuant to CPLR 3211 (a)(1), where the 'documentary evidence submitted conclusively establishes a defense to the asserted claims as a matter of law,' dismissal is warranted." *Excel Graphics Techs., Inc. v. CFG/AGSCB 75 Ninth Ave., L.L.C.*, 1 A.D.3d 65, 69, 767 N.Y.S.2d 99, 102 (1st Dep't 2003) (quoting *Leon v. Martinez*, 84 N.Y.2d 83, 88, 614 N.Y.S.2d 972, 974 (1994)). "It bears noting that '[w]hile a complaint is to be liberally construed in favor of plaintiff on a CPLR 3211 motion

to dismiss, the court is not required to accept factual allegations that are plainly contradicted by the documentary evidence.” *Id.* at 69, 767 N.Y.S.2d at 102 (quoting *Robinson v Robinson*, 303 A.D.2d 234, 235, 757 N.Y.S.2d 13, 15 (1st Dep’t 2003)). As such, courts dismiss lawsuits based on accord and satisfaction by relying on the documentary evidence, as well as factual allegations consistent with that evidence. *See, e.g., Moweta v. Citywide Home Improvements of Queens, Inc.*, 267 A.D.2d 438, 439, 700 N.Y.S.2d 845, 846 (2nd Dep’t 1999) (affirming 3211(a)(1) dismissal where documentary evidence established that the parties reached an accord and satisfaction); *Barnes v. Mruvka*, 55 Misc. 3d 1204(A), 2017 N.Y. Slip. Op. 50390(U) (Sup. Ct. N.Y. Cty. 2017) (dismissing based on accord and satisfaction pursuant to CPLRR 3211(a)(1) and CPLR 3211(a)(7)); *IIG Capital LLC v. Morgan Stanley & Co. Inc.*, 2008 WL 627589, 2008 N.Y. Slip Op. 30599(U) (Sup. Ct. N.Y. Cty. 2008) (same).

I. THIS ENTIRE LAWSUIT IS BARRED BY THE DOCTRINE OF ACCORD AND SATISFACTION

Yiannopoulos’s acceptance of \$80,000 “in full satisfaction and discharge of Simon & Schuster’s obligation under the Agreement” constitutes an accord and satisfaction barring all of the claims asserted in this lawsuit.

The doctrine is unequivocal, and centuries-old.

It has long been the general rule in this State that “if a debt or claim be disputed or contingent at the time of payment, the payment, when accepted, of a part of the whole debt is a good satisfaction and it matters not that there was no solid foundation for the dispute. The test in such cases is, [w]as the dispute honest or fraudulent? If honest, it affords the basis for an accord between the parties, which the law favors, the execution of which is the satisfaction.”

Horn Waterproofing Corp. v. Bushwick Iron & Steel Co., 66 N.Y.2d 321, 324-25, 497 N.Y.S.2d 310, 312 (1985) (quoting *Simons v. Supreme Council Am. Legion of Honor*, 178 N.Y. 263, 265 (1904)). Put differently, “an accord and satisfaction exists where there is assent to the acceptance of a payment in compromise of a dispute, as well as in extinguishment of a liability uncertain in

amount.” *Rosenblatt v. Birnbaum*, 16 N.Y.2d 212, 219, 264 N.Y.S.2d 521, 526 (1965) (internal quotation marks omitted). The law imposes one additional requirement: the person receiving payment must have been clearly informed that acceptance of the amount offered will settle or discharge the disputed claim. See *Merrill Lynch Realty/Carll Burr, Inc. v. Skinner*, 63 N.Y.2d 590, 596, 483 N.Y.S.2d 979, 982 (1984). Accordingly, the elements of an accord and satisfaction are: (1) an “honest” dispute between the parties, *Horn*, 66 N.Y.2d at 324-25, 497 N.Y.S.2d at 311-12; (2) regarding a “liability uncertain in amount,” *Rosenblatt*, 16 N.Y.2d at 219, 264 N.Y.S.2d at 526; (3) an acceptance of payment “in compromise of [the] dispute,” *id.* 264 N.Y.S.2d at 526; (4) accompanied by an unequivocal statement that acceptance is in full settlement of the disputed claim, *Skinner*, 63 N.Y.2d at 596, 483 N.Y.S.2d at 982.

All four of these elements are satisfied in this case. **First**, an honest dispute existed between the parties: namely, Simon & Schuster claimed the contractual right to terminate the Agreement, a right to which Yiannopoulos objected by insisting on publication. As set forth above: on February 20, 2017, Simon & Schuster informed Flannery, Yiannopoulos’s agent, that the work was “unacceptable” for publication. Compl. ¶ 81. Later that day, Simon & Schuster issued a statement that read: “After careful consideration, Simon & Schuster and its Threshold Editions imprint have canceled publication of *Dangerous* by Milo Yiannopoulos.” *Id.* Two days later, on February 22, Flannery responded by sending an e-mail to Simon & Schuster in which he demanded confirmation that Simon & Schuster was terminating the Agreement and insisting that “If I don’t hear from you by Friday, February 24 I will take it the agreement is still in place and will expect your final edits to the manuscript.” Brounell Aff. ¶ 4 Ex. B. Simon & Schuster replied to Flannery by sending him a letter later that same day, in which it confirmed that it was indeed terminating the Agreement “without further obligation of either party to the other” and offered

Yiannopoulos a payment of \$80,000 “in full satisfaction and discharge of Simon & Schuster’s obligation under the Agreement.” Compl. Ex. H.

The dispute is clear-cut: the parties disagreed then, as they do now, as to Simon & Schuster’s contractual right to terminate the Agreement because the work was unacceptable. And, as noted in *Horn*, the test is not whether there is any “solid foundation for the dispute” — indeed, Simon & Schuster’s position is that Yiannopoulos’s claims are devoid of any merit. This does not preclude the finding of an accord and satisfaction, however. *Horn*, 66 N.Y.2d at 324-25, 497 N.Y.S.2d at 311-12.

Second, the dispute was regarding a “liability uncertain in amount.” *Rosenblatt*, 16 N.Y.2d at 219, 264 N.Y.S.2d at 526. New York courts sometimes alternatively refer to this as constituting an “unliquidated claim.” *See, e.g., Skinner*, 63 N.Y.2d at 596, 483 N.Y.S.2d at 982. “The general rule is that a liquidated claim, that is, a claim which is not disputed, but admitted to be due, cannot be discharged by any payment of a less amount.” *Schnell v. Perlmon*, 238 N.Y. 362, 367 (1924).⁴ The claim in this case was, by any measure, disputed, and therefore unliquidated as a matter of law: Yiannopoulos believed that Simon & Schuster’s termination was not proper, that the “agreement [was] still in place,” and that he was entitled to all monies due under the Publishing Agreement, including what he now claims to be “millions of dollars in royalties from sales of *Dangerous*.” Compl. ¶ 114. Simon & Schuster did not admit any amount to be due; indeed, it denied any liability whatsoever to Yiannopoulos when it terminated the Agreement. *See* Compl. Ex. H (“We hereby terminate the Agreement without further obligation of either party”). The First Department considered a similar situation in *Wallach v. Manhattan*

⁴ By contrast, if “there is a genuine dispute as to which is the proper amount, the demand is regarded as ‘unliquidated,’ within the meaning of that term as applied to the subject of accord and satisfaction.” *Nassoiv v. Tomlinson*, 148 N.Y. 326, 330 (1896); *cf. Dover Plumbing & Heating Corp. v. Graymark Estates, Inc.*, 111 N.Y.S.2d 521, 525 (N.Y. Mun. Ct. 1952) (“There must be a genuine dispute as to which is the proper amount in order that the demand is regarded as unliquidated.”).

Athletic Club of America, 162 N.Y.S. 237 (1st Dep’t 1916). In that case, the defendant denied liability under its contract with plaintiff, arguing that its agent acted without authority when it promised to pay the plaintiff a lump sum for participating in a boxing exhibition. *Id.* at 237. The court held that as long as “the contentions are advanced in good faith” — *i.e.*, the first requirement — such a disagreement qualified as an unliquidated claim: “the dispute, ***whether it be as to any liability***, or be as to the amount due under a claim of liability, is a sufficient basis for holding that a payment made and received in full settlement constitutes an accord and satisfaction.” *Id.* at 238 (emphasis added); *see also Schuttinger v. Woodruff*, 259 N.Y. 212, 216 (1932) (“The debtor must honestly hold the opinion either that he ***owes nothing*** or that he is bound only to the extent of paying less than his adversary seeks to exact” (emphasis added)).

Third, Yiannopoulos accepted a payment of \$80,000.00 in compromise of the dispute. Specifically, Simon & Schuster permitted Yiannopoulos to retain the \$80,000 advance paid to him pursuant to the Agreement, an amount that Yiannopoulos was contractually required to return upon termination of the Agreement by Simon & Schuster. *See* Compl. Ex. A ¶ 13(e) (“the Author shall be obligated to repay all sums advanced hereunder”); *id.* ¶ 18 (similarly stating that the “Publisher shall be entitled . . . to the return of all monies advanced to Author hereunder”). Yiannopoulos accepted the \$80,000.00 payment without any contemporaneous protest or reservation of rights. Instead, apparently recognizing that an accord had long been agreed to and accepted, it was five months later and ***after*** commencement of this action, that counsel for Yiannopoulos belatedly wrote to Simon & Schuster, stating that “Mr. Yiannopoulos rejects your unfounded assertion that such funds, or Mr. Yiannopoulos’s retention thereof, in any way ‘satisfies’ or ‘discharges’ Simon & Schuster’s obligation under the Agreement.” Brounell Aff. ¶ 5

Ex. C. Even then, however, Yiannopoulos did not return the \$80,000 settlement; nor did he proffer the rights to his work back to Simon & Schuster.

Yiannopoulos' belated attempt to undo the accord and satisfaction is without legal significance. In *Sarbin v. Southwest Media Corp.*, 179 A.D.2d 567, 578 N.Y.S.2d 571 (1st Dep't 1992), the First Department rejected plaintiffs' attempt to defeat an accord and satisfaction by purporting to reserve their rights by a letter made "*nearly a week*" after accepting the payment. *Id.* at 567, 578 N.Y.S.2d at 572 (emphasis added). In so holding, the First Department remarked that "we are unaware of any case . . . to allow a reservation of rights by letter *several days* after a settlement check had already been accepted without any contemporaneous reservation of rights" and thus held that "a letter purporting to reserve rights . . . is untimely and ineffective if it does not *precede or accompany* the unrestricted acceptance of the settlement check." *Id.* (emphasis added). As such, the July 11, 2017 letter — sent about *five months* after accepting the payment — is insufficient to reserve any rights as a matter of law. *See also, e.g., Barnes*, 55 Misc. 3d 1204(A), at *3, 2017 Slip. Op. 50390(U) ("Here, plaintiff did not explicitly reserve his rights in the proper manner. Only three days after cashing the check did plaintiff send his letter objecting and reserving his rights. Plaintiff did not do so contemporaneously or prior to cashing the check."); *IIG Capital*, 2008 WL 677589, 2008 N.Y. Slip Op. 30599 (similarly holding that failure to protest payment until after lawsuit commenced is insufficient to defeat accord and satisfaction as a matter of law).

Fourth, Simon & Schuster's payment to Yiannopoulos was accompanied by an unequivocal statement that acceptance is in full settlement of the disputed claim. Specifically, the February 22, 2017 letter stated that Yiannopoulos was "under no obligation to repay the \$80,000 advanced to you *such sum being in full satisfaction and discharge of Simon & Schuster's*

obligation under the Agreement.” Compl. Ex. H (emphasis added). This readily satisfies the fourth and final requirement: providing unequivocal notice to Yiannopoulos that accepting the payment would constitute an accord and satisfaction, discharging Simon & Schuster of any claims arising out of the Publishing Agreement. *Compare Skinner*, 63 N.Y.2d at 596, 483 N.Y.S.2d at 982 (holding that there was no accord and satisfaction because “neither the check nor the letter accompanying it expressly stated that the check was offered in settlement of any outstanding dispute arising out of the contract”), *with Schuttinger*, 259 N.Y. at 216 (holding that payment accompanied by statement that it was being made “in full of all accounts to date” sufficed).

* * *

The accord and satisfaction elements make sense. The theory underlying an accord and satisfaction is that the parties have entered into a new contract, discharging any obligations arising from the original agreement. *See Nationwide Registry & Sec., Ltd. v. B & R Consultants, Inc.*, 4 A.D.3d 298, 773 N.Y.S.2d 341 (1st Dep’t 2004). For instance, without a “good faith” dispute regarding an unliquidated liability “uncertain in amount,” there would be insufficient consideration for the new contract, as any payment made would merely be to satisfy an undisputed pre-existing debt. *Cf. Famous Music Corp. v. Seeco Records, Inc.*, 201 F. Supp. 560, 567 (S.D.N.Y. 1961) (“Payment of that which the creditor is already entitled to receive will not effect a satisfaction since it furnishes no consideration for the creditor’s relinquishment or extinguishment of his claim.”). Likewise, the requirement that the payment be accompanied by an unequivocal statement that acceptance is in full settlement of the disputed claim is necessary to make explicit the party’s acceptance of the condition. *Cf. Carlton Credit Corp. v. Atl. Ref. Co.*, 12 A.D.2d 613, 613, 208 N.Y.S.2d 622, 624 (1st Dep’t 1960) (“The plaintiff could not accept the payment and reject the condition”), *aff’d*, 10 N.Y.2d 723 (1961).

In this case, all of these necessary prerequisites are met — whether phrased as elements of an accord and satisfaction or those of a new contract discharging the parties’ obligations under the Publishing Agreement. Simon & Schuster offered Yiannopoulos a payment of \$80,000 to resolve a good-faith dispute stemming from Simon & Schuster’s denial of any liability relating to its termination of the Agreement. The payment of \$80,000 was a plain compromise of the amount due: Yiannopoulos remained convinced that the work should not be terminated and he was entitled to all advances and possible royalties under the Agreement. Simon & Schuster, in contrast, stood on the express terms of the Agreement which allowed it to terminate the Agreement if it determined in good faith that the work was “unacceptable” for publication and, upon such termination, Yiannopoulos must repay any advances made under the Agreement. Finally, the proposed agreement was accompanied by the unequivocal statement that it was being offered “in full satisfaction and discharge of Simon & Schuster’s obligation under the Agreement.” When Yiannopoulos accepted the payment without protest, he agreed to the condition as a matter of law, thereby creating a new contract between the parties (the “accord”), discharging any obligations arising out of the original Agreement (the “satisfaction”). *Schuttinger*, 259 N.Y. at 216-17. As a result, the claims asserted by Yiannopoulos in this lawsuit — all of which arise out of Simon & Schuster’s purported obligations under the Publishing Agreement — are subject to dismissal as a matter of law.

CONCLUSION

For the reasons stated herein, Simon & Schuster respectfully requests that the Court grant this motion and dismiss the Complaint in its entirety with prejudice.

Dated: New York, New York
July 28, 2017

Respectfully submitted,

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Attorneys for Defendant

6. I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Dated: New York, New York
July 28, 2017



Geoffrey S. Brounell

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Subscribed and sworn to before me
this 28th day of July 2017



Notary Public

SONIA NIEVES
NOTARY PUBLIC STATE OF NEW YORK
BRONX COUNTY
LIC. #01N16260688
COMM. EXP. 7/30/2020

Exhibit A

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

-----X
MILO YIANNOPOULOS,
:
Plaintiff,
:
-against-
:
SIMON & SCHUSTER, INC.,
:
Defendant.
:-----X

Index No. _____

SUMMONS

To the above-named Defendant:

YOU ARE HEREBY SUMMONED and required to serve upon Plaintiff's attorney an answer to the Complaint in this action within twenty (20) days after the service of this Summons, exclusive of the day of service, or within thirty (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 answer, judgment will be taken against you by default for the relief demanded in the Complaint.

The venue was designated based upon Defendant's residence, pursuant to CPLR § 503.

Dated: New York, New York
July 7, 2017

MEISTER SEELIG & FEIN LLP

By: /s/ Jeffrey P. Weingart
Jeffrey P. Weingart, Esq.
Stephen B. Meister, Esq.
125 Park Avenue, 7th Floor
New York, New York 10017
Tel: (212) 655-3500
Attorneys for Plaintiff

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

-----X
MILO YIANNOPOULOS,
:
Plaintiff,
:
-against-
:
SIMON & SCHUSTER, INC.,
:
Defendant.
-----X

Index No. _____

**VERIFIED
COMPLAINT**

Plaintiff Milo Yiannopoulos (“Yiannopoulos” or “Plaintiff”), through his undersigned counsel Meister Seelig & Fein LLP, as his Verified Complaint against Defendant Simon & Schuster, Inc. (“Simon & Schuster” or “Defendant”), alleges, as to his own personal knowledge as to facts within his knowledge, and upon information and belief as to the remaining allegations, as follows:

NATURE OF THE ACTION

1. This action arises out of Simon & Schuster’s willful and opportunistic breach of its contract with Yiannopoulos to publish his memoir entitled “*Dangerous*”.
2. Yiannopoulos, an outspoken and controversial columnist, blogger and free-speech activist and a former editor at *Breitbart News*, entered into a written book-publishing contract dated December 13, 2016 with Simon & Schuster under which Simon & Schuster agreed to publish *Dangerous*.
3. However, rather than live up to the terms of its contract with Yiannopoulos to publish *Dangerous*, and despite pre-orders projected to propel the book onto leading best-selling-book lists, Simon & Schuster wrongfully, and in bad faith, terminated the contract with Yiannopoulos in violation of its terms and cancelled *Dangerous* under pressure from authors,

bookselling accounts, business and special-interest groups, celebrities, and various other self-appointed censors who disagreed with views expressed by Yiannopoulos.

4. Simon & Schuster canceled *Dangerous* based on the pretext that it was “unacceptable for publication” despite having possessed and reviewed Yiannopoulos’s 80,000-word *Dangerous* manuscript for two weeks prior to the company signing Yiannopoulos’s publishing contract, and even though, just days before the cancellation, the Simon & Schuster editor overseeing the book’s content had praised Yiannopoulos’s “thorough and good work” on the manuscript.

5. In reality, Simon & Schuster, abruptly and without warning, informed Yiannopoulos’s book agent that it was terminating Yiannopoulos’s agreement and canceling the publication of *Dangerous* only hours after a news story broke that *Breitbart News* may be dismissing Yiannopoulos in the wake of false and misleading reports that he had publicly condoned pedophilia – an accusation he has vociferously denied in social media postings, as well as in the pages of *Dangerous*, which Yiannopoulos self-published on July 4, 2017.

6. As set forth in further detail below, Simon & Schuster’s termination of the Yiannopoulos’ book contract had nothing to do with the content of the *Dangerous* manuscript, and everything to do with the firestorm of controversy around Yiannopoulos, his well-known reputation for political incorrectness, and Simon & Schuster’s announcement of plans to publish his book.

7. While the book contract specifically describes Yiannopoulos as “the outspoken and controversial Breitbart columnist and blogger” – the prime motivation for Simon & Schuster to sign him, with hopes of selling many copies of his book – he apparently had become *too* controversial for Simon & Schuster, leading the company to abandon him, to his detriment, in

violation of the parties' contract. Simon & Schuster deliberately and opportunistically breached the agreement to spare itself the economic harm from boycotts, protests and other threatened actions which it perceived it would suffer in the absence of breaching the agreement.

8. The timing of Simon & Schuster's termination of the agreement was no coincidence, as reflected by the chronology of events. Indeed, on February 20, 2017, the day the *Breitbart* news broke, Mitchell Ivers, the Simon & Schuster editor, emailed Yiannopoulos's literary agent to ask if Yiannopoulos "had been dropped from *Beitbart*." Less than three hours later, Ivers informed Yiannopoulos's agent that *Dangerous* was being cancelled because it was allegedly "unacceptable". Tellingly, on the same phone call, Ivers added that because of the news regarding Yiannopoulos that had broken that day, Simon & Schuster would not be able to sell Yiannopoulos's book anyway.

9. Simon & Schuster followed up with a formal termination notice two days later on February 22, 2017, alleging, without any explanation or detail, that the *Dangerous* manuscript was "unacceptable for publication".

10. Contrary to Simon & Schuster's stated reason for terminating the *Dangerous* contract, the real reason for such termination was that Simon & Schuster buckled under a tsunami of unrelenting negative publicity surrounding Yiannopoulos and his memoir, including threatened boycotts and the like from many corners, such as authors, book sellers, publishers, reviewers, celebrities, and other parties.

11. Simon & Schuster's willful breach of its agreement with Yiannopoulos through its wrongful and unjustified termination of the contract and refusal to publish *Dangerous* has caused irreparable harm to Yiannopoulos and the commercial value of his public persona, including

millions of dollars in royalties and fees, as well as permanent harm to the development and exploitation of his stature as an important, sought-after media figure and free-speech celebrity.

12. Since Simon & Schuster's wrongful termination of Yiannopoulos's contract and cancellation of the book, he has self-published *Dangerous* commencing on July 4, 2017 in an attempt to mitigate at least a portion of the harm he has suffered, and will continue to suffer, as a result of such termination. Robust sales of *Dangerous* during the first three days after its release confirm expectations for the book to appear at or near the top of various best-seller standings, including *The New York Times Bestsellers* list.

13. However, even with book enjoying strong sales, any revenue that Yiannopoulos may receive from such publication will hardly begin to compensate for such damages.

14. As discussed in greater detail below, having determined to opportunistically breach its agreement with Yiannopoulos in an effort to preserve its other business relationships and to protect its own existing revenue streams instead of honoring the terms of the *Dangerous* contract, Simon & Schuster wrongfully and in bad faith terminated its publishing contract with Yiannopoulos and cancelled his book, in violation of such terms. As a direct result of Simon & Schuster's wrongful acts and omissions, Yiannopoulos has been damaged in an amount to be determined at trial, but in no event less than Ten Million Dollars (\$10,000,000). The award should include, without limitation, disgorgement by Simon & Schuster of any profits it has made or will make, and any other benefit it has received or will receive, that are the result of its opportunistic and self-serving breach of its agreement with Yiannopoulos.

PARTIES

15. Plaintiff Milo Yiannopoulos ("Yiannopoulos" or "Plaintiff") is a resident of London, England.

16. Upon information and belief, Defendant Simon & Schuster, Inc. (“Simon & Schuster” or “Defendant”) is a corporation organized under the laws of the State of New York, with offices located at 1230 Avenue of the Americas, New York, New York.

JURISDICTION AND VENUE

17. Pursuant to CPLR §§301 and 302, *et seq.*, jurisdiction over Defendant is proper because (i) Defendant is located in the State of New York and transacts business in the State of New York, and (ii) Defendant agreed by contract to the exclusive jurisdiction in the federal and state courts located in New York County.

18. Venue is proper pursuant to CPLR §503(a) because Defendant resides in New York County.

FACTS

**Simon & Schuster Races To Secure
The Exclusive Right to Publish *Dangerous***

19. Yiannopoulos is a well-known and controversial free-speech advocate and former editor at *Breitbart News* famous for his frank and outspoken approach to discussing politics, culture, religion, style and sexuality.

20. Yiannopoulos has risen to prominence in the past several years, through his appearances on television programs such as *Real Time* hosted by Bill Maher, *Tucker Carlson Tonight*, *Justice With Judge Jeanine Pirro*, and *ABC Nightline*, as well as on college campuses across the country during his notorious *Dangerous Faggot Tour*. His ever-higher media profile has resulted in his being banned from Twitter in 2016 and tapped as a keynote speaker at the Conservative Political Action Conference (CPAC) held in Washington, D.C. in February 2017.

21. Beginning in early November 2016, Yiannopoulos's literary agent, Thomas Flannery of AGI Vigliano Literary, approached Simon & Schuster with a proposal for Simon & Schuster to publish Yiannopoulos' memoir, to be entitled *Dangerous*.

22. On November 2, 2016, Flannery called Mitchell Ivers, Vice President and Editorial Director, at Simon & Schuster's Threshold Editions imprint, to let him know that a formal proposal for Simon & Schuster to publish *Dangerous* was forthcoming. Later that day, Flannery attached the proposal, entitled "The Milo Manifesto", to an email to Ivers (the "Proposal"). In the email, Flannery noted: "Milo Yiannopoulos has become the icon of young conservatives.... Current leading voices of conservatism, like Bill O'Reilly, Ann Coulter and Laura Ingraham, all appeal to a demographic age 50 and above. Milo has galvanized the next generation of conservatives, and he's doing so on their playground: social media."

23. The Proposal summed up the envisioned book as "a 75,000 word guidebook to the Milo phenomenon, its mission, and how to emulate it". The Proposal divided the book into three sections that would focus on the "Milo philosophy" including "what he believes, how he behaves and why it infuriates half the world and captures the rest"; the "history of Milo"; and "a call to arms" in the form of a "primer for bold millennials who want to emulate Milo's revolution, containing all the essential ingredients for being a Dangerous Faggot regardless of your sexual preference".

24. The next morning, Iver's replied: "Finished reading it last night. Great proposal. I would like [Milo] to come in and meet Louise Burke." Burke is President of Simon & Schuster's Gallery Books Group, which includes Threshold Editions.

25. Things then began to move quickly, reflecting Simon & Schuster's desire to lock in exclusive publishing rights to *Dangerous* and release the work as soon as possible. Within a

week, on November 7, 2016, Yiannopoulos and Flannery met with Ivers and Burke at Simon & Schuster's New York City offices. At the meeting, Ivers and Burke were effusive in their praise for Milo and the Proposal, and expressed their excitement about having the opportunity to publish *Dangerous*. During the meeting, the Simon & Schuster team stated they were accustomed to working with controversial authors, and that they were not concerned with the potential social media fallout from signing Yiannopoulos, who they knew to be controversial. A week later, Ivers wrote to Flannery, stating, "I'd like to make a preemptive offer" for the book.

26. Simon & Schuster was anxious to make an offer and sign Yiannopoulos to a publishing deal because Yiannopoulos is controversial, which meant that Simon & Schuster could sell many copies of his book – as Simon & Schuster repeatedly informed him.

27. Ivers' first offer, made via telephone, was for an advance against royalties of \$100,000, which Flannery quickly rejected. A revised offer from Simon & Schuster came in the form of an email from Ivers on November 30, 2016, in which he offered an advance against royalties of \$255,000 for the right to publish *Dangerous*. In the email, Ivers touted the reputation of Threshold Editions, stating: "As you know, Threshold Editions has always been fearless when it comes to our publishing program. We have a long history of publishing controversial authors and making them into bestsellers. We have a great shared history with the Breitbart organization, and we are excited about working with them to publish Milo's book quickly and aggressively."

28. The parties promptly agreed in principle to Ivers' financial advance proposal, and almost immediately, prior to providing Yiannopoulos with a proposed written contract containing other financial terms, including royalty and other provisions, Simon & Schuster began pushing for an aggressive *Dangerous* publication date, to coincide with the then-upcoming CPAC Conference

in February 2017. “The idea would be to have finished books at CPAC, to hand out as a tease”, Ivers wrote to Flannery on November 30th, with an original onsale date of March 14, 2017.

29. By the middle of December, even before Yiannopoulos delivered his *Dangerous* manuscript to Ivers on January 2, 2017 and well before the parties went to formal written contract, Ivers presented the book to his internal Simon & Schuster sales teams so that they could begin preselling *Dangerous* to Barnes & Noble, Amazon, and independent book stores. As part of that effort, Ivers also asked that Yiannopoulos provide professional head shots so that the Simon & Schuster team could develop and present a book cover to his sales team. He also requested that Flannery and Yiannopoulos provide additional written materials to support the sales rollout effort, stating in an email on December 12, 2016: “Send me anything they feel comfortable sending. I’m looking for wording on responses to liberal objections, so I’m looking for best responses to Alt-Right, white supremacists, and Leslie Jones. We can come up with the wording on the anti-PC angle more easily.” Yiannopoulos promptly provided Ivers with an exhaustive list of proposed responses per his request.

30. The following day, December 13th, Ivers sent Flannery Simon & Schuster’s proposed contract to publish *Dangerous*. Two days later, on December 15th, while Flannery and his team were still reviewing the draft contract, Ivers reported to Yiannopoulos that his internal presentation to his “mostly liberal” sales team at Simon & Schuster had gone “very well”. He noted that during the meeting, the Vice President of Digital Marketing had asked, “Have you ever done a book that received protests on social media?” Ivers continued: “(She’s still new here.) Everyone laughed and the EVP of Sales and Marketing filled her in on Threshold’s role in the company. Louise [Burke] added: “This is what we do at Threshold!””

31. Word that Simon & Schuster had agreed to publish *Dangerous* started to leak out by December 20th, at which point Ivers began conferring with Jennifer Robinson, Simon & Schuster’s Director of Publicity. “If we can hold off a few days and have the [book] jacket out there too, it would be better than issuing the statement now,” Ivers wrote.

32. On December 29th, the world became aware that Simon & Schuster had agreed to publish *Dangerous*. Ivers, who assured that he was “comfortable” with Yiannopoulos announcing the deal himself, and Simon & Schuster’s publicity team followed Yiannopoulos’ lead in arranging for an exclusive story to break in *The Hollywood Reporter* early that day. Yiannopoulos was quoted in the article as saying: “I met with top execs at Simon & Schuster earlier in the year and spent half an hour trying to shock them with lewd jokes and outrageous opinions. I thought they were going to have me escorted from the building – but instead they offered me a wheelbarrow full of money.”

33. The *Dangerous* cat was definitely out of the bag. By the very next day, December 30, 2016, *Dangerous* pre-orders were propelling the book toward the top of several leading best-seller lists, despite not being scheduled for publication until March, 2017. And the publishing and literary world was aflame.

“Social Justice Warriors” Immediately Blast Simon & Schuster For Agreeing To Publish *Dangerous*

34. The overwhelmingly negative reaction to the *The Hollywood Reporter* story from all corners of the left-leaning public was swift and sure. Simon & Schuster was the immediate target of brutal attacks from a broad swath of liberal groups and individuals which Yiannopoulos often refers to as “Social Justice Warriors” or “SJWs”.

35. Within 24 hours of the *Dangerous* announcement, widespread calls for boycotts against Simon & Schuster and its publications began reverberating across news outlets and social media – though none of the critics had read book because it was still in manuscript form and had not been published. In one such typical protest, a publisher promptly Tweeted: “Simon & Schuster just agreed to pay an advance of \$250,000 to Milo Yiannopoulos....I think we should show them that they’re wrong. Stop buying, stocking, assigning, and reviewing their books until they end their relationship with Milo.” See <https://www.facebook.com/tomleger/posts/10105757456812199>

36. The Chicago Review of Books threatened to “...not cover a single Simon & Schuster book in 2017” if Simon & Schuster did not drop *Dangerous*. See <https://www.theguardian.com/commentisfree/2017/jan/04/simon-schuster-alt-right-hate-breitbart-milo-yiannopoulos>

37. Over 160 Simon & Schuster children’s authors and illustrators signed an open letter to Simon & Schuster, protesting the company’s decision to publish *Dangerous*. In the letter, the authors and illustrators stated that they “...do not have to quietly accept or assent to this ‘Gleichschaltung,’ this getting in line with fascism and making it mainstream. We reject the wisdom of this decision. This man, and this book, are not America.” <http://uproxx.com/life/authors-protesting-simon-schuster-milo-yiannopoulos-book-deal/>

38. Feminist author Roxane Gay pulled her forthcoming book from Simon & Schuster, blasting its decision to publish “*Dangerous*,” stating “I was supposed to turn the book in this month and I kept thinking about how egregious it is to give someone like Milo a platform for his blunt, inelegant hate and provocation”. See <https://www.theguardian.com/books/2017/jan/25/roxane-gay-simon-schuster-milo-yiannopoulos>

39. Comedian Leslie Jones accused Simon & Schuster of allegedly helping the likes of Yiannopoulos “spread their hate.” See <https://www.theguardian.com/books/2017/jan/03/milo-yiannopoulos-250000-book-deal-fury-leslie-jones-simon-schuster-breitbart-alt-right>

40. Jones was not the only celebrity to jump on the anti-Simon & Schuster bandwagon as 2016 wound to a close. Comedian Sarah Silverman almost immediately Tweeted, “The guy has freedom of speech but to fund him & give him a platform tells me a LOT about @simonschuster. YUCK AND BOO AND GROSS”. Producer and comedian Judd Apatow Tweeted: “In these times we cannot let hatemongers get rich off of their cruelty. Shame on @simonshuster.” See <https://heatst.com/politics/sarah-silverman-and-judd-apatow-join-movement-to-stop-publication-of-milos-book/>

41. The Books Editor at the *Los Angeles Times*, Carolyn Kellogg, accused Simon & Schuster of publishing a “troll promoting racist, sexist views”. See <https://twitter.com/paperhaus/status/814512212488224768?lang=en>. Likewise, CNN published an anti-Simon & Schuster editorial, asking “So why on earth would Simon & Schuster give [Milo] a platform? Profit, for one thing.” See <http://edition.cnn.com/2017/01/02/opinions/milo-yiannopoulos-and-trump-profitable-hate-ben-ghiat-opinion/index.html>. Similarly, the *Washington Post* accused Simon & Schuster of making the decision to “profit from hate.” See https://www.washingtonpost.com/lifestyle/style/civilities-why-milo-yiannopoulos-is-a-man-to-be-feared-its-not-what-you-think/2017/02/10/3bff3f8e-ef06-11e6-9973-c5efb7ccfb0d_story.html?utm_term=.0953a8ea90fa

42. A *Teen Vogue* writer encouraged members of the public to send a “deluge of calls and physical letters” to Simon & Schuster. See <http://www.teenvogue.com/story/milo-yiannopoulos-book-deal-boycotting-simon-and-schuster>. In the same vein, one *ELLE* writer

accused Simon & Schuster of actually “endangering human lives” by publishing *Dangerous*. See <http://www.elle.com/culture/news/a41798/milo-yiannopoulos-book-deal/>. Such attacks were notable in that they did not come from publications known for their political coverage – another indicator of just how widespread the Simon & Schuster bashing had become in a very short time after the *Dangerous* story broke.

**Yiannopolous Delivers The Manuscript
For *Dangerous* To Simon & Schuster**

43. Meanwhile, Yiannopolos was working furiously to complete the 80,000-word manuscript for *Dangerous*, which he delivered to Ivers at Simon & Schuster on January 2, 2017 (the “Manuscript”). Given Simon & Schuster’s aggressive schedule for the book, Ivers immediately began to review the Manuscript in earnest. “Getting right to it, since there’s going to be an inordinate amount of attention paid once we’re done,” Ivers emailed Yiannopoulos later that day.

44. Within hours after receiving the Manuscript, Ivers began to attempt to control Yiannopoulos’s public statements and appearances. For example, he requested that Yiannopoulos not respond to Tweets by the actor Leslie Jones. “From this point on, see if you can let the book speak for itself,” Ivers emailed. The next day, January 4th, Ivers wrote in an email to Flannery: “Laboring to finish the edit, as there will be much scrutiny of the manuscript. Internal upset is large, especially since it involves complaints to other imprints.”

45. True to his word, Ivers continued with his review of the Manuscript through the first week of January, reporting to Flannery on January 10th that “...some people here are looking at my edits. I should be ready to send today.” Upon information and belief, the “some people” to whom Ivers referred included executives and attorneys at Simon & Schuster, as confirmed in various verbal updates from Ivers to Flannery.

46. By January 11th, Ivers still had not sent the edited Manuscript back to Flannery or Yiannopoulos. When Flannery expressed concern that time was running short until the scheduled *Dangerous* March 17th publication date, Ivers responded: “Let’s talk tomorrow after you see the edited manuscript. As I’ve said the edits have been more extensive than I imagine, particularly given the level of scrutiny the book has been and will be under. I’m sorry to put you off another day, but the work is important.”

47. On January 13th, Ivers delivered Simon & Schuster’s comments on the Manuscript to Yiannopoulos and Flannery. In conjunction with such delivery, Ivers, Flannery and Yiannopoulos had an extensive phone call to review Ivers’ edits together. “Thank you for taking the time to go over the edits yesterday,” Ivers stated in a follow-up January 14th email. “I know it can feel like root canal to dissect something you’ve written, so I was glad to hear you say that you are 90-95% in agreement with what we discussed.” In his email, Ivers listed seven points that Yiannopoulos would need to address in the second draft of the Manuscript.

48. During the January 13th call, Yiannopoulos and Flannery agreed to immediately begin making the edits to the Manuscript that Ivers had requested. Yiannopoulos’ chief of business operations informed Ivers and Flannery on January 16th that he and Yiannopoulos expected the work to be done, and the revised Manuscript submitted to Ivers, on Monday, January 30th. Ivers responded that legal review of the revised Manuscript could not begin until he and Yiannopoulos had completed their revisions, and that Ivers was scheduled to be on vacation that week and would not return to the office until Friday, February 3rd. Therefore, Ivers stated, the original publishing schedule was no longer possible. The *Dangerous* release date was consequently moved from March 14th to June 13th.

**Simon & Schuster Finally Executes and Delivers
Its Publishing Agreement With Yiannopoulos**

49. On January 18, 2017, *after more than two weeks of detailed internal Simon & Schuster review of the Manuscript, and after discussing the resulting edits with Yiannopoulos*, Simon & Schuster finally sent to Yiannopoulos and Flannery, under cover of a letter from Steve Filbert, Senior Director of Contracts, a fully executed form of the parties' Publishing Agreement dated as of December 13, 2016 (the "Publishing Agreement"). A true and correct copy of the Publishing Agreement, which Yiannopoulos had signed and returned to Simon & Schuster on or about December 29, 2016, is attached as Exhibit A hereto. The Publishing Agreement was executed by Carolyn K. Reidy, President & Chief Executive Officer of Simon & Schuster.

50. Filbert noted in his cover letter to Publishing Agreement that Simon & Schuster's royalty department would shortly mail out separately the first advance installment check of \$80,000, as called for under the Publishing Agreement. Such payment was made and received shortly thereafter, as promised by Filbert.

51. Simon & Schuster delivered the fully executed Publishing Agreement to Flannery nearly three weeks after Yiannopoulos had signed and delivered the partially executed form of the Publishing Agreement to Simon & Schuster, and more than two weeks after Yiannopoulos had delivered the Manuscript to Ivers, the Simon & Schuster editor.

52. At no time prior to returning the fully executed Publishing Agreement back to Flannery on January 18th and making the initial \$80,000 advance payment to Yiannopoulos shortly thereafter, did Ivers or anyone else at Simon & Schuster communicate to Flannery or Yiannopoulos, in words or substance, that the Manuscript was unacceptable for publication.

53. Upon information and belief, at no time during the two weeks of internal Simon & Schuster review of the Manuscript leading up to the return of the fully executed Publishing

Agreement on January 18th did Simon & Schuster conclude that the Manuscript was unacceptable for publication.

54. Upon information and belief, had Simon & Schuster come to the conclusion during the internal, two-week review of the initial Manuscript by multiple high-level executives and attorneys at Simon & Schuster that the Manuscript, with revisions that Yiannopoulos had already expressly agreed to, was unacceptable for publication, Simon & Schuster would not have sent to Flannery the fully executed Publishing Agreement on January 18th; nor would Simon & Schuster had made the initial advance installment to Yiannopoulos of \$80,000.

55. Reidy, the Simon & Schuster President and CEO, executed the Publishing Agreement and/or authorized the fully executed Publishing Agreement bearing her signature to be delivered to Yiannopoulos only after Simon & Schuster's two-week review of the Manuscript by executives and attorneys at Simon & Schuster.

56. Upon information and belief, Reidy would not have signed the Publishing Agreement, authorized her electronic signature to be applied to the Publishing Agreement, or authorized the return to Flannery of the fully executed Publishing Agreement bearing her signature, unless Simon & Schuster believed that the Manuscript was acceptable for publication.

57. Upon information and belief, if Simon & Schuster had, in good faith, determined that the Manuscript was not acceptable for publication at any time prior to Reidy executing the Publishing Agreement or returning the Publishing Agreement to Flannery, it would not have provided the fully executed Publishing Agreement to Flannery or paid the \$80,000 initial royalty advance installment.

58. On or about January 18, 2017, at the same time Simon & Schuster CEO Reidy was arranging to have the fully executed Publishing Agreement sent to Flannery, she remained under

intense pressure from Simon & Schuster authors, imprints and publishers, as well as endless other groups and individuals, to cancel the book. In response, she began preparing an open letter to Simon & Schuster authors in order to distance its Threshold Editions imprint, which was to publish *Dangerous*, from other Simon & Schuster imprints and publishers.

59. On January 23, 2017, Reidy published the resulting letter defending Threshold Editions' decision to enter into the Publishing Agreement with Yiannopoulos, stating: "First and foremost, I want to make clear we do not support or condone, nor will we publish, hate speech." A true and correct copy of Reidy's January 23rd letter is attached as **Exhibit B** hereto.

60. In a cover email to the letter which Reidy distributed internally to Simon & Schuster employees, Reidy stated:

In the past few weeks I have heard from many of you, either directly or through your managers, regarding the Threshold Editions acquisition of *Dangerous* by Milo Yiannopoulos. I have also heard from some of our authors, bookselling accounts, and members of the reading public.

Your opinions are not taken lightly, and while we are clearly in the middle of a controversial situation, I am gratified by your obvious pride in working for Simon & Schuster, and that you care enough and have taken the time to be in touch.

Attached is a letter being distributed to our authors who have communicated with us about this matter. If you have been contacted by authors who did not also write to me, feel free to send this letter on to them. It will also be posted on our Author Portal.

I hope you will read this letter and be assured that above all else, we will not publish a book that we consider to be hate speech.

A true and correct copy of Reidy's email dated January 23, 2017, is attached as **Exhibit C** hereto. Reidy issued the foregoing statement without consulting or warning Yiannopoulos, and without first providing him with any information he could use to defend himself or prepare for media questioning, including on the topic of what, in her view, constituted "hate speech".

**Breaking News Events Involving
Yiannopoulos Ratchets Up Pressure
On Simon & Schuster to Cancel *Dangerous***

61. Meanwhile, while Yiannopoulos was working with his team beginning on January 13th to revise the Manuscript in order to address Ivers' suggestions, events surrounding Yiannopoulos continued to ratchet up pressure on Simon & Schuster to cancel *Dangerous*.

62. On Friday, January 13th, a planned event at the University of California at Davis, hosted by Davis College Republicans, which was to be keynoted by Yiannopoulos and Martin Shkreli, was abruptly canceled after a mass of protestors opposing Yiannopoulos' appearance on campus turned up outside the building where it was supposed to take place. UC Davis said in a statement that the Davis College Republicans had canceled the event after consulting with the UC Davis Police Department, determining that due to the protestors blocking access to the venue, "...it was no longer feasible to continue with the event safely".

63. A week later on Friday, January 20, 2017 – the day President Trump was inaugurated – Yiannopoulos spoke at the University of Washington in Seattle. Raucous protests and confrontations between Trump supporters and detractors throughout the day escalated, peaking when a man was shot outside of the campus building where Yiannopoulos was speaking.

64. Then, on February 1, 2017, Yiannopoulos was scheduled to appear at a speaking engagement at UC Berkeley as part of his cross-country *Dangerous Faggot Tour*. However, violent protests erupted ahead of the appearance, reportedly causing \$100,000 worth of damage to the campus and \$500,000 worth of damage to downtown Berkeley. UC Berkeley reportedly blamed "150 masked agitators" for the unrest, adding that they had apparently come to the campus to disturb an otherwise peaceful protest. In a prepared statement, UC Berkeley stated that two Berkeley College Republicans "were attacked while conducting an interview". Administrators at

the school decided to cancel Yiannopoulos's speech about two hours before the event, stating that it removed him from campus "amid the violence and destruction of property and out of concern for public safety".

65. En route back from vacation the following morning, Friday February 3rd, Ivers' wrote to to Flannery: "The moment I got through Customs, there was Milo on the TV on CNN. Let's chat on the phone this A.M."

66. In light of the breaking news about the UC Davis, University of Washington, and UC Berkeley events, Yiannopoulos requested that Ivers provide him more time to submit his revised Manuscript so that material about the events could be included. "It would be absurd for me to publish a book without some discussion of the INSANITY of the last few weeks," Yiannopoulos told Ivers. Ivers concurred with the request.

67. The escalating protests against Yiannopoulos resulting from the fallout from *The Dangerous Faggot Tour* continued to mount, causing Ivers to complain in an email to Flannery on Monday, February 13th: "My phone has been toxic since the Milo news broke! The only calls I get are SJWs reading prepared scripts about how I am aiding and abetting fascism."

68. Meanwhile, Ivers continued to complain to Flannery about what he referred to as Yiannopoulos' "out of control media bookings". In a February 14th email to Flannery, Ivers stated: "Bad situation developing here with out-of-control media bookings and no manuscript. What time will you be in?" Ivers' email was consistent with his continued efforts to control Yiannopoulos and limit his public appearances prior to the release of *Dangerous*.

**Simon & Schuster Praise Yiannopoulos’
Revised Manuscript Draft And Plot Publicity
Strategy For Dangerous’ Release**

69. Later that evening, on February 14th, Yiannopoulos sent Ivers revised version of the Manuscript, noting that he would like another 24 to 48 hours to “...add theory, history and pop culture material I consider critical to making the case for me as a cultural icon in my own right as well as America’s most relevant cultural and political critic”. Ivers responded almost immediately: “Received, and will read with alacrity”.

70. Yiannopoulos’ revised Manuscript addressed each of the issues that Ivers had raised after he and others at Simon & Schuster engaged in indepth reviews of the first draft, beginning the first week of January.

71. The very next day, February 15, 2017, Ivers, confirming that he was pleased with the revised Manuscript, stated in a text to Yiannopoulos, “*Don’t quote me but you done good*”. Ivers on the same day also confirmed that sentiment in a separate email to Yiannopolous, stating as follows:

Thanks for doing such thorough and good work. Hold off on the theory, history and pop culture material. They can be inserted into your 3d draft after I send back notes on this draft. Getting another one 24-48 hours will just confuse matters now. There’s plenty for us to chew on here, so hold off on re-submitting until I respond.

[Emphasis added]. True and correct copies of Ivers’ February 15th text and email are attached as **Exhibit D** hereto.

72. Two days later, on February 17th, the parties spoke on a conference call arranged by Ivers that included Yiannopoulos, Flannery, Threshold Publisher Louise Burke, and Jen Robinson, Vice President and Director of Publicity. At or about the time of such call, which closely followed Yiannopoulos’ appearance on the television program *Real Time* hosted by Bill

Maher during the prior weekend, *Dangerous* pre-orders had climbed toward the top of Amazon rankings. In addition, Flannery two days earlier had published an opinion piece in Publishers Weekly in defense of *Dangerous*. See <https://www.publishersweekly.com/pw/by-topic/columns-and-blogs/soapbox/article/72794-in-defense-of-milo-yiannopoulos-s-book.html>

73. Ivers set the stage for the February 17th all-hands call in a text to Yiannopoulos a day earlier, stating, “On this phone call with us tomorrow, you’re going to love Jen Robinson, our VP of publicity. She’s a big supporter.”

74. On the February 17th call, Ivers, Burke and Robinson expressed their displeasure that Yiannopoulos was maintaining such a high profile in advance of the *Dangerous* release. They stated that having Yiannopoulos appear on shows with Bill Maher and the like so close to the book release date would undercut Simon & Schuster’s ability to arrange such engagements in order to promote *Dangerous* upon its release. Said differently, Simon & Schuster was concerned that if Yiannopoulos appeared on such shows only several weeks before the book’s release, those same shows would not have him back on the shows, as part of their intended rollout and promotion of *Dangerous* once it was published.

75. Ivers, Burke and Robinson made it very clear during the February 17th call that Simon & Schuster intended to move ahead with publishing *Dangerous*. At that point, Ivers had already reviewed and praised Yiannopolous’ work on the revised Manuscript, delivered three days earlier, and Robinson was well into planning publicity for the book. Consistent with their clear intent on February 17th to publish *Dangerous*, no one from Simon & Schuster said anything negative about the Manuscript or its content during the call, instead focusing on how to best prepare for and roll out publicity once *Dangerous* was released. As reflected during the call, publication at that point was a given.

76. Ivers, unable to contain his glee over how well the February 17th call with his boss Burke had gone, wrote in an email to Yiannopoulos and Robinson, the Simon & Schuster publicity contact, a few minutes after the call ended: “*That was a great phone call. Have a great, great time on Bill Maher. I will be at the opera (of course), but I’ve set my DVR. Here is Jen Robinson’s contact information.*” [Emphasis added] A true and correct copy of Ivers’ email of February 17, 2017 is attached as **Exhibit E** hereto.

77. Following the February 17th meeting, on February 19, 2017, a day before he abruptly informed Flannery that Simon & Schuster was terminating the Publishing Agreement (as described further below), Ivers texted Yiannopoulos as follows:

I will have my notes for you [on the revised Manuscript] before CPAC but they may have to wait for me to add some notes from my colleagues. Then I will be in London for a week for my birthday, so it wou[l]d be great to get the file back from you shortly after I return. *I’m hoping that will be the draft that goes to copyediting and legal. I’ll know more Tuesday or Wednesday.*

[Emphasis added] A true and correct copy of Ivers’ February 19th text is attached as **Exhibit F** hereto. In the book-publishing process, “copyediting and legal” are generally two late-stage activities undertaken by publishers shortly before finalizing and publishing a book.

**Simon & Schuster Abruptly Terminates
Publishing Agreement Within Hours
Of News Reports that *Breitbart News* May
Dismiss Yiannopoulos**

78. On February 20, 2017, *only three days* following the all-hands call with Simon & Schuster which call Ivers had described as “great,” less than a week after he had personally praised Yiannopoulos for “doing such thorough and good work” on the revised Manuscript, and only *one day* after Ivers expressed optimism to Yiannopoulos about shortly submitting the Manuscript for

copyediting and legal review, Ivers called Flannery and abruptly informed him that Simon & Schuster was terminating the Publishing Agreement.

79. The sudden revelation that Simon & Schuster had decided to terminate the Publishing Agreement came following a mid-afternoon email from Ivers to Flannery on February 20th at 2:50 p.m. in which he asked: “Charlie Gasparino at Fox Business just Tweeted this. Is it true? #BreakingNews @BreitbartNews considering dismissal of Milo Yiannopoulos over remarks that sparked outrage no comment yet from milo”. A true and correct copy of Ivers’ email of February 20th is attached as Exhibit G hereto. Leading up to his 2:50 p.m. email to Flannery, Ivers texted Yiannopoulos regarding his scheduled upcoming appearance as a keynote speaker at CPAC: “Did they cancel you?” Ivers wrote.

80. Slightly more than two hours after his earlier email to Flannery, at 4:59 p.m., Ivers emailed Flannery, stating: “Just called. Can you call me ASAP?”

81. About a minute later, at or around 5 p.m. on February 20th, Flannery reached Ivers by phone. On the call, Ivers informed Flannery that the second draft of the Manuscript that Yiannopoulos had delivered – rather than reflecting Yiannopoulos’ “thorough and good work” as Ivers had stated only five days earlier – was allegedly “unacceptable” and that, because of the “news” about Yiannopoulos that had broken earlier that day, Simon & Schuster “wouldn’t be able to sell the book anywhere”. On the call, Ivers did not provide any details about why the Manuscript was allegedly “unacceptable”, citing only what he referred to vaguely as Yiannopoulos’ “incendiary jokes and flippant remarks” concerning various groups of people, which Ivers stated were “getting in the way” of what Yiannopoulos was actually saying. A brief statement released by Simon & Schuster the same day read: “After careful consideration, Simon & Schuster and its Threshold Editions imprint have cancelled publication of *Dangerous* by Milo Yiannopoulos.”

82. By letter dated February 22, 2017 to Yiannopoulos, Jeffrey L. Wilson, Vice President Contracts at Simon & Schuster, informed Yiannopoulos that the Manuscript was “unacceptable for publication” and that “we hereby terminate the [Publishing] Agreement....” The letter provided no supporting details. A true and correct copy of Wilson’s letter is attached as Exhibit H hereto (the “Termination Letter”).

83. The Termination Letter went on to state: “This letter shall confirm that you are under no obligation to repay the \$80,000 advance to you such sum being in full satisfaction and discharge of Simon & Schuster’s obligation under the Agreement. We hereby revert all right, title and interest in and to the Work.” The statement that Yiannopoulos could retain the \$80,000 was a transparent attempt to placate him so that he would not file the instant lawsuit.

84. The Gasparino Tweet of February 20th which inaccurately reported that “BreitbartNews [was] considering dismissal of Milo Yiannopoulos over remarks that sparked outrage...” was the result of videos of Yiannopoulos posted by *The Reagan Battalion* on February 19, 2017 in reaction to the news that CPAC had given him a keynote speaking position at the upcoming CPAC conference. Critics charged that, in the videos, including an audio track from a January 2016 installment of a political podcast, Yiannopoulos allegedly justified sexual relationships between teenage boys and adult men in certain circumstances, including by pointing to himself as an example of someone who was, according to him, capable of consensually agreeing to sexual relationships before he was 18 years of age.

85. In a Facebook posting later that evening, February 19th – the day before Ivers notified Flannery that Simon & Schuster was terminating the Publishing Agreement -- Yiannopoulos was quick to expressly disavow supporting pedophilia.

I do not support pedophilia. Period. It is a vile and disgusting crime, perhaps the very worst. There are selectively edited videos doing the

rounds, as part of a coordinated effort to discredit me from establishment Republicans, that suggest I am soft on the subject.

If it somehow comes across (though my own sloppy phrasing or deceptive editing) that I meant any of the ugly things alleged, let me set the record straight: I am completely disgusted by the abuse of children.

In his Facebook post, Yiannopoulos went on to cite a number of facts as proof that the pedophilia allegations against him were false and misleading, including that he “outed” three pedophiles during his career as a journalist, and that he has repeatedly “expressed disgust at pedophiles in my journalism.” He also noted that in the podcast, he was referring to his own relationship when he was 17 with a man who was 29, and that he should not have used the word “boy” when talking about such relationships. A true and correct copy of Yiannopoulos’ February 19th Facebook post is attached as **Exhibit I** hereto.

86. On February 21, 2017, Yiannopoulos resigned from *Breitbart News*, stating: “I would be wrong to allow my poor choice of words to detract from my colleague’s important reporting, so today I am resigning from Breitbart, effective immediately. This decision is mine alone.”

87. The following day, February 22nd, Wilson from Simon & Schuster sent his letter confirming that Simon & Schuster had terminated the Publishing Agreement.

**Simon & Schuster’s Termination
Rights Under The Publishing
Agreement Were Limited**

88. The Publishing Agreement between Simon & Schuster and Yiannopoulos set out the terms and conditions under which Simon & Schuster was to publish *Dangerous*.

89. Section 4(a) of the Publishing Agreement provides that Yiannopoulos shall deliver “the Work”, *i.e.*, *Dangerous* to Simon & Schuster, referred to as “Publisher”, “on or before December 31, 2016”. Section 4(a) further provides that “[t]he Work shall be approximately 65,000

words in length and is described as a work of non-fiction on free speech by the outspoken and controversial Breitbart columnist and blogger.”

90. Article III of the Publishing Agreement is entitled “Payments to the Author”, and specifies what payments Simon & Schuster is required to make to Yiannopoulos in connection with the publication of *Dangerous*. Such payments include: (i) \$225,000 in advances against all amounts accruing to Yiannopoulos under the Publishing Agreement (Section 5); (ii) payment of royalties arising from sales of *Dangerous* (Section 6); and (iii) payment of proceeds from the sale or license of subsidiary rights (Section 7).

91. Article IV of the Publishing Agreement is entitled “Failure to Deliver the Manuscript; Acceptance of the Manuscript.” Included in Article IV is Section 13 entitled “Acceptance of Manuscript”. Section 13(a) states as follows:

The Publisher shall not be obligated to accept or publish the Work if in its sole good faith judgment the Work is not acceptable to it. If the Author delivers a manuscript of the Work within the time specified, in what the Author represents to be its complete and final form, the Publisher shall, within 45 days after its receipt thereof, determine whether the Work is editorially acceptable to it. If the manuscript of the Work is not editorially acceptable to the Publisher, the Publisher shall (within said 45-day time period) notify the Author in writing, stating the reasons therefor, and shall request in writing in reasonable detail that Author make revisions, changes or supplements (“revisions”) thereto, and Author shall have 90 days for the revision process. If Publisher requests one or more revisions in the manuscript as submitted or as thereafter revised, Publisher’s time to determine the acceptability thereof shall be extended for a period of 30 days after resubmission by the Author, or 30 days after Publisher’s receipt of written notice by Author that no further revisions will be made. Author will make revisions as promptly as possible after Publisher’s request therefor. No request for revisions shall be deemed to obligate Publisher to accept the final revision or to constitute a conditional acceptance thereof. If the Publisher in its sole discretion determines to submit the manuscript to a legal review (which shall be conducted at Publisher’s sole expense), the Author shall cooperate with the Publisher or Publisher’s counsel in such review and notwithstanding anything to the contrary in this Agreement the time for Publisher to accept or reject the Work shall be extended to 30 days after completion of the legal review.

92. Section 13(d) of the Publishing Agreement further states as follows:

If the revised complete manuscript of the Work delivered by the Author is not, in Publisher’s sole good faith judgment, editorially acceptable to the Publisher, the Author shall repay, in accordance with the provisions of subparagraph 13(e) below, all sums advanced to the Author hereunder and upon such repayment the Agreement shall terminate and all rights granted herein shall revert to Author.

93. Section 13(e) of the Publishing Agreement provides that “[i]n the event of termination of this Agreement because the revised complete manuscript is unacceptable to the Publisher, the Author or the Author’s duly authorized representative shall make reasonable commercial efforts to sell the Work elsewhere...” and use the proceeds to repay the advances paid to Yiannopoulos under the Publishing Agreement.

94. Article V of the Publishing Agreement is entitled “Production and Publication of the Work. Included in Article V is Section 18 entitled “No Obligation To Publish”. Section 18 states as follows:

The Publisher will, at Author’s reasonable request and at Publisher’s sole expense, vet the Work for legal concerns. Notwithstanding anything contained herein to the contrary, the Publisher shall not be obligated to publish the Work if, in the sole and absolute good faith judgment of its legal counsel, whether before or after acceptance thereof, the Work contains libelous or obscene material, or its publication may violate the right of privacy, common law or statutory copyright, or any other right of any person or entity. In such event, unless the Author makes changes required by Publisher’s legal counsel in such counsel’s reasonable judgment, Publisher shall be entitled, within 90 days after Publisher’s written notice of such decision, to the return of all monies advanced to the Author hereunder, and to terminate this Agreement. Notwithstanding any request by Publisher for change or substantiation, nothing in this Agreement shall be deemed to impose upon the Publisher any duty of independent investigation or to relieve the Author of any of the obligations assumed by Author hereunder, including, without limitation, the ongoing validity of Author’s warranties and representations which shall apply to all material in the Work, whether or not changed at the request of Publisher’s legal counsel.

95. Pursuant to Sections 13(a) and 18 of the Publishing Agreement, once Yiannopoulos had timely delivered the Manuscript, which he did, Simon & Schuster had the contractual right to terminate the Publishing Agreement and refuse to publish *Dangerous only* if either (i) "...in its sole good faith judgment the Work is not acceptable to it" (see Section 13(a)); or (ii) "...in the sole and absolute good faith judgment of its legal counsel, whether before or after acceptance thereof, the Work contains libelous or obscene material, or its publication may violate the right of privacy, common law or statutory copyright, or any other right of any person or entity" and Yiannopoulos failed to "...make changes required by Publisher's legal counsel in such counsel's reasonable judgment....". (see Section 18).

96. Further, the option to terminate the Publishing Agreement and to refuse to publish *Dangerous* was available to Simon & Schuster only if, in addition to the fulfillment of the aforementioned express conditions set forth in Sections 13(a) and 18, Simon & Schuster followed the notification-and-revision requirements set forth in those provisions, which it failed to do.

**Simon & Schuster's Termination
Of The Publishing Agreement And
Refusal To Publish *Dangerous* Was
Pretextual And Was Not Based On Its
Good Faith Judgment That *Dangerous*
Was Unacceptable For Publication,
As Required By The Publishing Agreement**

97. Based on the chronology and facts cited above, it is beyond any doubt that Simon & Schuster's wrongful termination of the Publishing Agreement was based on the intense public outcry and pressure it faced following the announcement of the *Dangerous* deal – including widespread social media protests and barrages of threatened boycotts and author mutinies – to spare itself the financial harm it perceived would occur in the absence of such termination, rather than on its good-faith judgment that *Dangerous* was unacceptable for publication.

98. Before February 20, 2017, Simon & Schuster never informed Yiannopoulos or his literary agent that the Manuscript was unacceptable for publication. On the contrary, Ivers and others in positions of authority at Simon & Schuster confirmed, through their actions and words, that they were pleased with the work that Yiannopoulos had done on the Manuscript, that the Manuscript was acceptable for publication, and that they were excited about shortly finalizing the Manuscript and promoting and publishing *Dangerous*.

99. Simon & Schuster’s President and CEO would not have authorized delivery of the Publishing Agreement bearing her signature more than two weeks after Ivers had received the Manuscript if she, Ivers and/or others at Simon & Schuster in positions of authority were of the view that the Manuscript was “unacceptable for publication”.

100. The chronology of events establish that Simon & Schuster’s termination of the Publishing Agreement was nearly simultaneous with – and in reaction to – news report that *Breitbart News* was about to dismiss Yiannopoulos following false and misleading social media postings to the effect that Yiannopoulos is “soft on pedophilia”, rather than on concerns regarding the content of the Manuscript.

101. Based on the timing of the termination, it is clear that the reports concerning the alleged pedophilia issue and Yiannopoulos’ alleged imminent dismissal from *Breitbart News* were “the last straw” at Simon & Schuster, which had been under intense public scrutiny and criticism for nearly two months due to its planned publication of *Dangerous*. More specifically, such reports apparently left Threshold Editions without the ability to continue defending the publication of *Dangerous* against growing opposition from other Simon & Schuster executives, publishers and editors who oppose Yiannopoulos’ views. At that moment, by all indications, the pressure within

Simon & Schuster to cancel the book trumped the terms of the Publishing Agreement, leaving Yiannopoulos to fend for himself.

102. Upon information and belief, in light of the public pressure that had been building on Simon & Schuster since the announcement of *Dangerous*, including the prospect of boycotts and author mutinies, there were discussion within the leadership ranks of Simon & Schuster leading up to February 20, 2017 about whether to honor the terms of the Publishing Agreement, or instead cancel the book.

103. The swiftness with which Ivers informed Flannery on February 20, 2017 that Simon & Schuster was terminating the Publishing Agreement, coming a day after praising Yiannopoulos' work and stating his anticipation of having the Manuscript copy edited and reviewed by legal counsel, evidences prior consideration of such termination at the highest levels of Simon Schuster prior to February 20th – on grounds other than any alleged issues with the Manuscript.

104. According to Ivers, Threshold Editions had had prior business relations with *Breitbart News*, and had worked with *Breitbart News*, on some publishing projects. Accordingly, Simon & Schuster had serious concerns about Yiannopoulos allegedly being imminently dismissed from *Breitbart News*, as reflected in the correspondence from Ivers. Upon information and belief, such concern was a factor in Simon & Schuster terminating the Publishing Agreement.

105. None of the foregoing concerns about public pressure, boycotts or industry criticism, or Yiannopoulos' departure from *Breitbart News* are valid grounds for termination of the Publishing Agreement according to its terms or for canceling the publication of *Dangerous*. Accordingly, Simon & Schuster's termination of the Publishing Agreement and refusal to go ahead with the publication of *Dangerous* constitutes a willful and material breach of the Publishing Agreement.

106. Based on the foregoing, Simon & Schuster’s stated ground in the February 22, 2017 Termination Letter that the Manuscript “is unacceptable for publication” is obviously a false pretext, designed to attempt to legally justify such termination where no such justification exists.

Yiannopoulos Self-Publishes
Dangerous

107. Without making any admission that Simon & Schuster’s termination of the Publishing Agreement was in compliance with the terms of the Publishing Agreement (which it was not), Yiannopoulos began making arrangements shortly following such termination to quickly self-publish *Dangerous*.

108. By self-publishing *Dangerous*, Yiannopoulos sought, among other things, to mitigate, to the extent possible, at least some portion of the irreparable and ongoing financial and reputational harm which Simon & Schuster caused him through its legally unjustified termination and breach of the Publishing Agreement and its refusal to publish *Dangerous*, in accordance with Section 13(e) of the Publishing Agreement.

109. On July 4, 2017, Yiannopoulos released the first edition of *Dangerous*.

110. Robust sales of *Dangerous* during the first three days after its release confirm expectations for the book to appear at or near the top of various best-seller standings, including *The New York Times Bestsellers* list.

Simon & Schuster’s Wrongful Termination Of The Publishing Agreement and Cancellation Of *Dangerous* Has Caused At Least \$10 Million In Damages To Yiannopoulos

111. Simon & Schuster’s wrongful termination of the Publishing Agreement and cancellation of *Dangerous* has irreparably harmed Yiannopoulos, financially, professionally and personally.

112. Among other things, Simon & Schuster's knowing and willful breaches of the Publishing Agreement has forever tainted Yiannopoulos as somehow being unfit to be published by a leading publication house. Rather than have Simon & Schuster standing behind him as a well-regarded and best-selling author, pursuant to the terms of the Publishing Agreement, Yiannopoulos is now one of the legions of authors who have had to resort to self-publishing his work in order to provide the public an opportunity to read it, at his own expense and with uncertain financial outcomes.

113. By terminating the Publishing Agreement without any valid basis, Simon & Schuster has placed the financial interests of Simon & Schuster over those of Yiannopoulos, the author with whom it had contracted. As a result, Yiannopoulos has been deprived of all the benefits of being affiliated with Simon & Schuster – consideration for which he bargained and to which Simon & Schuster agreed pursuant to the Publishing Agreement.

114. Such benefits include, without limitation, millions of dollars in royalties and other fees from sales of *Dangerous* and the exploitation of various subsidiary rights, including sales resulting from Simon & Schuster's rollout and promotion of the book.

115. Upon information and belief, although sales of Plaintiff's self-published *Dangerous* have been robust during the first three days after being released, long-term sales of *Dangerous* will be lower than they would have been had Simon & Schuster not terminated the Publishing Agreement and cancelled the book without any legal justification.

116. As a direct result of Simon & Schuster's willful breach of the Publishing Agreement, Yiannopoulos has suffered and will continue to suffer direct and consequential damages arising from lower public awareness of, and sales of, *Dangerous*, including millions of dollars in book royalties, other fees, and lost profits.

117. In addition, Simon & Schuster’s wrongful acts and omissions have caused irreparable harm to the commercial value of Yiannopoulos’ public persona, including long-lasting harm to the development and exploitation of his stature as an important, sought-after media figure and free-speech celebrity. Such damages include the loss of reputation and goodwill which Yiannopoulos would have garnered, through Simon & Schuster’s diligent promotion and sales of *Dangerous*, including by achieving book sales that would put him at or near the top of best-selling-author standings, such as *The New York Times Best Sellers*.

118. To the extent that Simon & Schuster has profited by opportunistically terminating the Publishing Agreement and canceling *Dangerous*, thereby preserving important Simon & Schuster business relationships with authors, book distributors and sellers, publishers, and the like, Yiannopoulos is entitled to disgorgement of such profits as part of an award against Simon & Schuster.

119. Upon information and belief, all told, as a result of Defendant’s wrongful acts and omissions described above, Plaintiff has suffered damages in an amount to be determined at trial, but in no event less than Ten Million Dollars (\$10,000,000).

FIRST CAUSE OF ACTION
(Breach of Contract)

120. Plaintiff repeats and re-alleges each and every allegation in the preceding paragraphs as if fully set forth herein.

121. The Publishing Agreement is a valid and binding contract.

122. Plaintiff performed each and every one of his obligations under the Publishing Agreement.

123. Upon information and belief, Defendant’s termination of the Publishing Agreement on the grounds that the Manuscript was allegedly “unacceptable for publication” was merely

pretextual, in bad faith, and without any valid legal basis, under the Publishing Agreement or otherwise.

124. For all the reasons set forth above, Defendant's termination of the Publishing Agreement and refusal to proceed with publication of *Dangerous* was in breach of the express terms of the Publishing Agreement.

125. Defendant's breach of the Publishing Agreement through its wrongful termination thereof and cancellation of *Dangerous* was willful and in bad faith.

126. As a direct result of Defendant's willful breach of the Publishing Agreement, Plaintiff has been damaged in an amount to be determined at trial, and is entitled to disgorgement of profits realized by Defendant from such deliberate and opportunistic breach, in an amount of no less than Ten Million Dollars (\$10,000,000), in the aggregate.

SECOND CAUSE OF ACTION
(Breach of the Covenant of Good Faith and Fair Dealing)

127. Plaintiff repeats and re-alleges each and every allegation in the preceding paragraphs as if fully set forth herein.

128. Plaintiff and Defendant are parties to the Publishing Agreement, which is a valid and binding contract.

129. Defendant has acted in a manner that, although not expressly forbidden by any contractual provision in the Publishing Agreement, has deprived Plaintiff of the right to receive the benefits and valuable consideration for which he bargained under the Publishing Agreement.

130. As a party to the Publishing Agreement, Defendant is bound by the implied covenant of good faith and fair dealing.

131. Under the implied covenant of good faith and fair dealing, Defendant is bound by an implied promise to act in a manner that does not deprive Plaintiff from receiving the benefits

and valuable consideration called for under the Publishing Agreement, including, without limitation, royalties, fees, good will, and other consideration arising from and in connection with Defendant's marketing, promoting, offering for sale, selling, and otherwise exploiting *Dangerous* and various related subsidiary rights.

132. Such implied promise is not contrary to, or in breach of, to any express provision in the Publishing Agreement.

133. Defendant breached the implied covenant of good faith and fair dealing by arbitrarily and in bad faith exercising its discretion to deem the Manuscript unacceptable for publication.

134. As a direct result of Defendant's aforementioned breach of the implied covenant of good faith and fair dealing, Plaintiff has been damaged in an amount to be determined at trial, and is entitled to disgorgement of profits realized by Defendant from such deliberate and opportunistic breach, in an amount of no less than Ten Million Dollars (\$10,000,000), in the aggregate.

WHEREFORE, Plaintiff hereby demands entry of judgment against Defendant as follows:

(a) On the First Cause of Action, an award of damages in Plaintiff's favor, and against Defendant, in an amount to be determined at trial, but in no event less than Ten Million Dollars (\$10,000,000), plus interest;

(b) On the Second Cause of Action, an award of damages in Plaintiff's favor, and against Defendant, in an amount to be determined at trial, but in no event less than Ten Million Dollars (\$10,000,000), plus interest;

(c) On the First and Second Causes of Action, awarding Plaintiff disgorgement of Simon & Schuster's profits resulting from its deliberate and opportunistic breach of the Publishing

Agreement and implied covenant of good faith and fair dealing, and wrongful cancellation of

Dangerous;

(d) Awarding Plaintiff punitive damages;

(e) Awarding Plaintiff pre-judgment and post-judgment interest to the maximum extent provided by law;

(f) Awarding Plaintiff his legal fees, costs and disbursements incurred in this action;

and

(g) granting Plaintiff such other and further relief as the Court deems just and proper.

Dated: New York, New York
July 7, 2017

MEISTER SEELIG & FEIN LLP

By: /s/ Jeffrey P. Weingart
Jeffrey P. Weingart, Esq.
Stephen B. Meister, Esq.

125 Park Avenue, 7th Floor
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Tel: (212) 655-3500
Attorneys for Plaintiff

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RECEIVED NYSCEF: 07/07/2017

EXHIBIT A



SIMON & SCHUSTER

Steve Fallert
Contract Director
1230 Avenue of the Americas
New York, NY 10020
212-696-7045 * Fax: 212-696-7034
E-Mail: steve.fallert@simonandschuster.com

January 18, 2017

Mr. Tom Flannery
AGI Vigliano Literary, LLC
150 East 58th Street, 20th Floor
New York, NY 10155

Re: **DANGEROUS** by Milo Yiannopoulos

Dear Tom,

Enclosed are two fully-executed copies of the publishing agreement for the above-mentioned title for your records and Milo Yiannopoulos's records. The advance payment due on signing of the agreement will be mailed out separately by the Simon & Schuster royalty department.

Should you have any questions regarding this material, please contact me at (212) 698-7045 or via e-mail at Stephen.fallert@simonandschuster.com.

Best wishes,

Steve Fallert
Senior Director of Contracts

Publishing Agreement

SIMON & SCHUSTER, INC.
1230 Avenue of the Americas
New York, New York 10020
(212) 698-7000

Threshold Editions

AGREEMENT dated December 13, 2016 between SIMON & SCHUSTER, INC. (the "Publisher"), 1230 Avenue of the Americas, New York, New York 10020, and

MILO YIANNOPOULOS (the "Author"), whose agent is AGI Vigliano Literary, LLC, Attention: Thomas Flannery, 150 East 58th Street, 20th Floor, New York, New York 10155.

In consideration of the premises hereinafter set forth, Publisher and Author hereby agree with respect to the literary work by the Author tentatively entitled:

DANGEROUS

(the "Work"). Author has hired Allum Bokhari as a collaborator (the "Collaborator") who shall assist Author in the preparation of the Work. In the event Author finds it necessary to hire a replacement for Allum Bokhari, Author and Publisher shall mutually agree upon the selection of the replacement Collaborator in good faith. Author and Publisher shall mutually agree upon the credit, if any, to be given the Collaborator on the Work and in the advertising and promotion of the Work. The Collaborator shall look solely to the Author for any and all compensation due the Collaborator in connection with the Work.

I. Rights Granted

The Grant and the Territory

1. Author grants to Publisher during the full term of copyright and any renewal or extensions thereof the exclusive right to publish the Work in book form in its entirety and to exercise or license the rights set forth in Paragraph 2 throughout the world in the English language and all other languages.

Subsidiary Rights

2. (a) The Publisher shall have the right, in the territories set forth in Paragraph 1, to exercise the following rights in the Work or to license such rights upon such terms as Publisher deems advisable: book club rights; anthology/permission rights; second serial rights; abridgment/condensation and digest rights; large print rights; reprint and special edition rights; electronic text rights as defined in Paragraph 34(a)(i); audio rights as defined in Paragraph 34(b);

first serial rights; British Commonwealth rights; and foreign language rights. **The Author shall have the right to approve the license of reprint and special edition rights in the Work, electronic text rights and audio rights, and the right to approve the text of any abridgment, condensation and digest versions of the Work, such approvals to be made in writing and not unreasonably to be withheld. The Author also shall have the right to approve the licensee of first serial rights in the Work, and the excerpt to be published by the licensee, such approval not unreasonably to be withheld or delayed.**

(b) Any grant of first or second serial rights shall specifically prohibit the licensee from reproducing all or a substantial portion of the Work.

(c) Publisher may license others free of charge to publish the Work in Braille or other forms for the handicapped, **excluding large print editions, which shall be subject to the Author's approval if the same are to be licensed free of charge.**

(d) Publisher may authorize copyright and permissions clearance organizations to act in full or in part on its behalf and Publisher shall account to the Author for royalties received from such organizations designated as arising from reproduction of the Work.

(e) **The Author retains and controls all rights not expressly granted to Publisher herein as set forth in detail in Paragraph 21, including without limitation, motion picture, dramatic and television rights, and electronic adaptation and video rights and is authorized to publish and to license others to publish, in any form, excerpts, summaries and serializations, none to exceed 7,500 words in length, of motion picture, television, stage and other dramatizations based upon the Work for use in advertising and promotion of any such dramatization, and not for resale. The Author, in connection therewith, shall take all reasonable steps necessary to protect the copyright in the Work.**

(f) The Publisher shall notify the Author promptly after each disposition of rights, but inadvertent, **non-repetitive** failure to do so will not be deemed a breach of this Agreement. The Publisher shall provide the Author with copies of any license agreements **and licensees' royalty statements** relating to the Work on Author's request therefor.

(g) Publisher shall have the right, **subject to the Author's prior approval which shall not be unreasonably withheld or delayed,** to license the rights set forth in subparagraph (a) above to Publisher's parent, subsidiaries, affiliates and divisions, provided that the terms for such license are no less favorable to the Author than the terms which Publisher in its reasonable judgment would accept from an unrelated third party licensee for the same rights.

Option

3. The Author grants the Publisher an exclusive **negotiation period (i.e., an option)** to acquire the Author's next (i.e., written after the Work) **book-length** work for publication on mutually satisfactory terms. If, within **30** days following submission of **a proposal** for such work to the Publisher, or within **30** days after **acceptance** of the Work, whichever shall be later, Publisher and Author are unable in good faith to agree upon terms for publication, the Author shall be free thereafter to submit such next work to other publishers **and Author shall have no**

further obligation to Publisher. During this exclusive **negotiation period** (*i.e.*, option period), the Author shall not submit such next work to other publishers, nor seek offers from or negotiate with others with respect thereto. **In the event this Agreement is terminated pursuant to the provisions of Paragraph 11, 13, 18, 19 or 29, the Author's obligations under this paragraph shall terminate as well.**

II. Manuscript Delivery

Delivery of the Manuscript, Related Materials and Permissions

4. (a) The Author shall deliver the Work in the English language, satisfactory to the Publisher in length, content and form, on or before December 31, 2016. The Work shall be approximately 65,000 words in length and is described as a work of non-fiction on free speech by the outspoken and controversial Breitbart columnist and blogger.

(b) As part of the complete manuscript, the Author shall furnish to Publisher, photographs, drawings, charts, illustrations, maps, appendix, bibliography and other related material (herein "related materials") necessary in Publisher's **and Author's mutual** opinion for publication of the Work, all in content and form satisfactory to Publisher. If the Publisher decides there is to be an index in the Work the Publisher will be responsible for preparation of the index and shall charge such cost against the Author's royalty account, **provided such charge will not exceed \$1,500 without the prior approval of the Author, such approval not unreasonably to be withheld or delayed.**

(c) If permission from others is required for publication of any material contained in the Work for exercise of any of the rights conferred by this Agreement, Author shall obtain such permissions at Author's expense, in form acceptable to Publisher, and shall deliver such permissions to the Publisher as part of the complete manuscript of the Work. Permissions shall cover all territories, rights and editions covered by this Agreement. **Publisher will at Author's request provide Author with a permissions form that Publisher finds acceptable.**

(d) Unless otherwise mutually agreed, the Work and all related materials supplied by the Author shall be submitted by the Author to the Publisher in a reproducible-quality digital format reasonably specified by the Publisher and agreed by the Author. If the Author does not supply any such materials in the agreed format or fails to deliver the related materials or required permissions, Publisher shall have the right, but not the obligation, to convert such materials into the agreed format and/or obtain the missing related materials and/or permissions. In such event, the cost of such conversion and/or acquisition shall be charged by the Publisher to Author's royalty account. **The Author shall have the right to approve any such related materials (including but not limited to the cost thereof) added to the Work by the Publisher, which approval will not be unreasonably withheld or delayed.**

III. Payments to the Author

Advance

5. Publisher shall pay Author, as an advance against all amounts accruing to Author under this Agreement, the sum of \$255,000, payable as follows:

\$80,000 on signing of this Agreement;

\$80,000 on delivery and acceptance of the complete manuscript of the Work, as satisfactory to the Publisher; and

\$70,000 on Publisher's first publication of the hardcover/initial edition of the Work or twelve (12) months after delivery and acceptance of the complete manuscript, whichever is earlier; and

\$25,000 on Publisher's first publication of the paperback/subsequent edition of the Work or twenty four (24) months after delivery and acceptance of the complete manuscript or twelve (12) months after Publisher's first publication of the hardcover edition of the Work, whichever is earlier.

Advances shall be non-returnable except as otherwise expressly set forth in this Agreement.

Royalties

6. The Publisher shall pay the Author royalties on all copies of the Work sold by the Publisher, less returns, as follows:

(a) if published as a hardcover edition, 10% of the catalog retail price on the first 5,000 copies sold, 12½% of the catalog retail price on the next 5,000 copies sold, and 15% of the catalog retail price on all copies sold thereafter, subject to the exceptions set forth below;

(b) if published as a trade paperback edition, 7½% of the catalog retail price on all copies sold, subject to the exceptions set forth below;

(c) if published as a mass-market paperback edition, 8% of the catalog retail price on the first 150,000 copies sold, and 10% of the catalog retail price on all copies sold thereafter, subject to the exceptions set forth below;

(d) if published as an electronic edition or as a digital download audio edition, 25% of the net amount actually received from such sales. However, should marketplace conditions change such that said royalty rate is below prevailing market rates, Publisher agrees to renegotiate the royalty rate at Author's request at any time following three years after first publication of the first electronic edition;

(e) if published as an abridged or unabridged audio edition in physical form intended primarily for sale in the trade retail marketplace, 5% of the catalog retail price on the first 10,000 copies sold, 6% of the catalog retail price on the next 10,000 copies sold, and 7% of the catalog retail price on all copies sold thereafter, subject to the exceptions set forth below; if published as an unabridged audio edition intended primarily for sale in the library and school marketplace, 10% of the net amount **received by or credited to Publisher** from such sales;

(f) if published as a large print edition, 10% of the net amount **received by or credited to Publisher** from such sales, subject to the exceptions set forth below;

(g) if published as a low-cost hardcover edition, **after publication of Publisher's initial edition**, 10% of the net amount **received by or credited to Publisher** from such sales, subject to the exceptions set forth below. **Publication of a low-cost hardcover edition shall be subject to the Author's approval, such approval not unreasonably to be withheld or delayed;**

(h) on copies of the hardcover and trade paperback editions sold for export to third parties or outside the United States by Publisher or its affiliates, royalties shall be **paid at the rates set forth in subparagraphs (a) and (b), respectively, but** calculated on the net amount **received by or credited to Publisher** from such sales. On copies of the mass-market paperback, large print **and** low-cost hardcover editions sold for export to third parties or outside the United States by Publisher or its affiliates, the royalty shall be **10%** of the net amount **received by or credited to Publisher** from such sales. On copies of the audio edition sold for export to third parties or outside the United States by Publisher or its affiliates, the royalty shall be **two-thirds** the prevailing rate in subparagraph (e) above, calculated on the net amount **received by or credited to Publisher** from such sales;

(i) on mail order sales and other direct response sales (excluding such sales made through Publisher's own websites), the royalty shall be **8%** of the net amount **received by or credited to Publisher** from such sales, except that on mail order sales and other direct response sales of the audio edition, the royalty shall be **two-thirds** the prevailing rate in subparagraph (e) above, calculated on the net amount **received by or credited to Publisher** from such sales. **If mail order rights are licensed to a third party, the net amount shall be divided equally between Author and Publisher;**

(j) on special discount sales (as defined in Paragraph 34(d)), the royalty shall be **10%** of the net amount **received by or credited to Publisher** from such sales, except that on special discount sales of the audio edition, the royalty shall be **two-thirds** the prevailing rate in subparagraph (e) above, calculated on the net amount **received by or credited to Publisher** from such sales, **and except that on special discount sales initiated by the Author, the royalty shall be 15% of the net amount actually received from such sales;**

(k) on copies sold to book clubs on a royalty-inclusive basis, the royalty shall be **10%** of the net amount **received by or credited to Publisher** from such sales, except that on copies of the audio edition sold to book clubs on a royalty-inclusive basis, the royalty shall be **two-thirds** the prevailing rate in subparagraph (e) above, calculated on the net amount **received by or credited to Publisher** from such sales;

(l) on remainder-in-place sales (as defined in Paragraph 34(e)) and remainder sales, **subject to the provisions of Paragraph 8(d) below**, the royalty shall be 5% of the net amount received by or credited to **Publisher** from such sales, except that on remainder-in-place sales and remainder sales of the audio edition, the royalty shall be **two-thirds** the prevailing rate in subparagraph (e) above, calculated on the net amount received by or credited to **Publisher** from such sales, and except that no royalty shall be payable on copies of the Work sold at a discount of 85% or more from the catalog retail price.

Proceeds on License of Subsidiary Rights

7. The Publisher shall pay the Author 50% of the **gross** proceeds received by or credited to Publisher from the sale or license of subsidiary rights, except as follows:

<u>Type of Right</u>	<u>Author's Share</u>	<u>Publisher's Share</u>
first serial rights	90%	10%
British Commonwealth rights	80%	20%
foreign language rights	75%	25%

In calculating the proceeds on disposition of the subsidiary rights, Publisher may **only** deduct from the gross amount received any third party **foreign** agent's commission (**not to exceed 10%**) which may be paid for services rendered in connection with such disposition, and any bank fees or other monetary transfer charges incurred by the Publisher in connection with or by reason of such sale or disposition.

Special Royalty Provisions

8. With respect to each edition of the Work published hereunder, the following shall be applicable:

(a) no royalty shall be payable on copies damaged or destroyed or on copies furnished gratis for review, publicity, promotion, sample or similar purposes;

(b) no royalty shall be payable on **transfers of inventory** by Publisher to its parent, subsidiaries, affiliates, or related divisions for resale, but any resale thereby shall be deemed a sale by Publisher subject to the applicable royalty herein provided;

(c) in some instances Publisher prints on the jackets and/or covers of its books a suggested cover price that is higher than its catalog retail price. In such instances, where the royalty is based on the retail price, the catalog retail price, not the suggested cover price, shall be the basis for the computation. The difference between the two prices enables the retailer to recoup its freight costs. **The difference between the suggested cover price and the catalog**

retail price will be the same as other then-current books of Publisher to which freight pass-through applies and will not exceed 5% of the suggested cover price;

(d) when the Publisher in its sole discretion determines that copies of the Work are not readily salable at regular prices within a reasonable time, the Publisher may remainder copies of the Work **(but not earlier than 12 months from the publication date unless it is a remainder-in-place, which may occur at any time)** or dispose of such copies as surplus at the best price obtainable, **subject to the payment of royalties as provided in subparagraph 6(l) above.** Publisher shall make no remainder sale (other than a remainder-in-place sale) without first offering copies to the Author at the estimated remainder price, provided, however, that inadvertent failure to offer such copies to the Author will not be deemed a material breach of this Agreement;

(e) any advance royalties or other sums paid to or on behalf of the Author under this Agreement, and any amounts due from the Author to the Publisher **under this Agreement**, may be applied in reduction of any amounts payable to the Author under this Agreement;

(f) in the event of any overpayment by Publisher to Author, Publisher may, in addition to any other remedies available to it, recoup such overpayment from any sums due to Author under this Agreement. **An unearned advance will not be deemed an overpayment;**

(g) any amounts payable to the Author hereunder shall be subject to such reasonable reserve for returns of copies of the Work as the Publisher shall establish in its reasonable discretion **taking into account, among other things, the actual percentage of returns of the Work in previous periods. Following the fourth full accounting period after publication, Publisher's reserve for returns shall not exceed 20% of the total copies theretofore shipped and not returned, except that (i) after each subsequent printing of 20,000 copies or more, the reserve may be reasonably increased above 20% for four additional accounting periods, (ii) Publisher may maintain a reserve in excess of 20% which reserve is equal to the actual percentage of returns in the preceding period or consecutive periods, and (iii) Publisher may maintain a higher reserve for any period preceding or during which it is reasonably expected that the Work will be or is out of print or is remaindered. Reserves shall be maintained separately with respect to each edition (hardcover, paperback, etc.). Reserves shall be applied and liquidated in each subsequent accounting period, and re-established, as applicable, in accordance with the terms above. No reserve shall be instituted or maintained on any e-book edition, print-on-demand edition or any other edition of the Work which is sold on a non-returnable basis. If Author thinks the Publisher's reserve is unreasonable, the Publisher will discuss the matter with the Author and will consider in good faith Author's concerns;**

(h) if the Publisher exercises rights for which royalties are not specifically set forth in this Agreement, then royalties shall be paid to the Author at rates to be negotiated in good faith by the Author and Publisher. **The Publisher shall not have the right to exercise any rights not specifically set forth herein without the prior written approval of the Author which approval may be withheld for any reason.**

Royalty Statements

9. (a) Publisher shall render royalty statements and make accounting and royalty and other payments to the Author (i) in February for the preceding period April 1 to September 30, and (ii) in August for the preceding period October 1 to March 31. Publisher may from time to time change such accounting periods provided no longer than six months elapses between any two accountings to the Author. If for any royalty period the current period total activity in the Author's account for the Work is less than \$100, Publisher **shall render statements but** may defer the rendering of payment until such royalty period as the cumulative activity since the last statement exceeds such amount. **The Publisher shall, however, make such payment upon the Author's written request therefor.**

(b) Royalty statements shall state the number of copies sold and returned during the period covered and the reserve for returns being held by the Publisher. If the Author so requests in writing, the Publisher shall, within 60 days after its receipt of such request, advise the Author in available detail of the number of copies printed, **bound, sold (with details as to type of sale, royalty rates and discount), and given away during the current period covered by the last royalty statement rendered to the Author, the approximate number of salable copies on hand at the end of said period, the dates of first and subsequent printings, and the total copies shipped as of the end of the reporting period. Further, with respect to e-book and e-audio editions of the Work published by the Publisher, if the Author so requests in writing, the Publisher shall, within 60 days after its receipt of such request, advise the Author in available detail of the names of resellers purchasing and distributing copies of the Work to consumers, the business model used for such sales (e.g., traditional wholesale model or agency commission model or such other model used by the Publisher), the retail price and discount for each sale and a detailed account of any deductions made by the Publisher prior to calculation of the Author's royalty.**

(c) Statements rendered hereunder shall be final and binding upon the Author unless objected to in writing, setting forth the specific objections thereto and the basis for such objections, within **three** years after the date the statement was rendered.

(d) **When the Publisher has disposed of any subsidiary rights in the Work, any proportionate share of the proceeds due to the Author in accordance with Paragraph 7, less any unearned advances and after the Publisher's allowances for reserve for returns, shall be paid at the time the next succeeding royalty statement is rendered; provided, however, that with respect to any advances actually received by Publisher in connection with the disposition of such rights which would result in a net payment to the Author of \$500 or more, after such deductions, if the Author makes a written request for immediate payment after such a disposition, the Publisher shall pay the Author's share of such advance received by Publisher (after such deductions) within 30 days after receiving such written request.**

Examination of Publisher's Books and Records

10. The Author or the Author's representative may, upon written request not more than once each year, conduct a reasonable examination of the books and records of the Publisher insofar as they relate to the Work for the period of **three** years immediately preceding such examination.

Such examination shall be on Publisher's premises at a time convenient to Publisher, but no later than 90 days after Author's request therefor, and shall be at Author's expense **unless errors of accounting amounting to more than 5% of total sums accrued to the Author are found to the Author's disadvantage, in which case the reasonable cost of the examination shall be borne by the Publisher and payment of the amount due will be made within 30 days thereafter.** The Author or the Author's representative shall be able to make copies and extracts of pertinent documents during the examination.

IV. Failure to Deliver the Manuscript; Acceptance of the Manuscript

Failure to Deliver the Manuscript

11. Timely delivery of the Work, **editorially** satisfactory to the Publisher in length, content and form, is essential to the Publisher and is of the essence of this Agreement. If Author fails to deliver the complete manuscript, **editorially** satisfactory to the Publisher in length, content and form, within **30 days** of the time specified, the Publisher shall have the option to give the Author a notice in writing **prior to delivery of the Work** terminating this Agreement, and in such event the Publisher may then recover and the Author shall repay **within a reasonable period of time** all amounts advanced to the Author. **Upon such repayment, all rights granted to the Publisher herein shall revert to the Author.** In the event that the Author completes a manuscript for the Work **within one year** after termination of this Agreement pursuant to the preceding sentence, then the Publisher shall have the option, exercisable within 30 days after receipt of said manuscript, to acquire the Work on the same terms and conditions as provided in this Agreement.

Extension of Time to Deliver

12. Publisher may in its discretion extend for such period as in its judgment is appropriate, or refuse to extend, Author's time to deliver the complete manuscript. Any extension of the delivery date must be in writing signed by the Publisher. In determining whether to grant such extension and/or the length thereof, Publisher may consider such factors as Publisher deems relevant, including without limitation, Author illness.

Acceptance of Manuscript

13. (a) The Publisher shall not be obligated to accept or publish the Work if in its sole **good faith** judgment the Work is not acceptable to it. If the Author delivers a manuscript of the Work within the time specified, in what the Author represents to be its complete and final form, the Publisher shall, within **45 days** after its receipt thereof, determine whether the Work is **editorially** acceptable to it. **If the manuscript of the Work is not editorially acceptable to the Publisher, the Publisher shall (within said 45-day time period) notify the Author in writing, stating the reasons therefor, and shall request in writing in reasonable detail that Author make revisions, changes or supplements ("revisions") thereto, and Author shall have 90 days**

for the revision process. If Publisher requests one or more revisions in the manuscript as submitted or as thereafter revised, Publisher's time to determine the acceptability thereof shall be extended for a period of 30 days after resubmission by the Author, or 30 days after Publisher's receipt of written notice by Author that no further revisions will be made. Author will make revisions **as promptly as possible** after Publisher's request therefor. No request for revisions shall be deemed to obligate Publisher to accept the final revision or to constitute a conditional acceptance thereof. If the Publisher in its sole discretion determines to submit the manuscript to a legal review (**which shall be conducted at Publisher's sole expense**), the Author shall cooperate with the Publisher or Publisher's counsel in such review and notwithstanding anything to the contrary in this Agreement the time for Publisher to accept or reject the Work shall be extended to 30 days after completion of the legal review.

(b) Acceptance of the manuscript shall be made by written notice signed by an authorized signatory of the Publisher. Payment of an advance installment, payable by express provision hereof upon acceptance of the manuscript, shall constitute written notice of acceptance unless such payment is accompanied by a notice to the contrary.

(c) If the Publisher fails to accept the complete manuscript or revised complete manuscript within the time periods provided in subparagraph (a) above, the Author shall thereafter have the right to notify Publisher in writing that unless the manuscript is accepted or written request for revisions provided within 15 business days after the delivery of such notice, the manuscript will be deemed unacceptable and this Agreement shall terminate in accordance with the provisions of subparagraph (d) and (e) below, **except that in such event 18-month time limit set forth in subparagraph 13.(e) below shall not apply.**

(d) If the revised complete manuscript of the Work delivered by the Author is not, in Publisher's sole **good faith** judgment, **editorially** acceptable to the Publisher, the Author shall repay, **in accordance with the provisions of subparagraph 13(e) below**, all sums advanced to the Author hereunder and upon such repayment this Agreement shall terminate **and all rights granted herein shall revert to the Author.**

(e) In the event of termination of this Agreement because the revised complete manuscript is unacceptable to the Publisher, the Author or the Author's duly authorized representative shall make **reasonable commercial** efforts to sell the Work elsewhere, and the Author shall be obligated to repay all sums advanced hereunder; but for a period of 18 months after termination of this Agreement such obligation shall be limited to repayment from the first (and all) proceeds of any contracts with others concerning **the rights in the Work granted to the Publisher under this Agreement**, including, without limitation, rights listed in Paragraph 2.(a) above. Author hereby transfers and assigns to Publisher, as security for the repayment of any advances which may become repayable pursuant to this paragraph, any and all monies which may hereafter become due or owing to Author from other persons or entities as a result of **any of the rights in the Work granted to the Publisher under this Agreement**, and Author hereby authorizes Publisher to apply such monies as and when received in liquidation of Author's obligation to repay such advances, until such obligation shall have been fully paid. Author hereby authorizes such other person or entity to give full force and effect to this assignment, and hereby releases and discharges such other person or entity from any and all liability to Author for any and all payment or payments made to Publisher pursuant to this paragraph. At the end of the 18-month period any sums that have not been repaid or

recovered from other sums due to the Author shall become immediately due and payable to the Publisher.

V. Production and Publication of the Work

Correction of Proofs

14. Publisher shall furnish Author with one set of galleys or other first proofs and, **if made**, subsequent proofs, and the Author shall return each set of proofs with Author's corrections to the Publisher within 21 days of receipt thereof. The Publisher also shall proofread the proofs. If the Author shall fail to return the corrected proofs within the 21-day period herein specified, the Publisher may publish the Work without the Author's approval of the proofs - provided, however, that if, because of illness or any other factor beyond the Author's control, the Author informs the Publisher that Author is unable so to return the corrected proofs, Author's time for correcting such proofs shall be extended for another 21-day period, and after that period the Publisher may publish the Work without the Author's approval of the proofs. **Publisher shall not authorize any changes in the Work, other than routine copyediting changes, without the prior written consent of the Author.**

Cost of Author's Alterations

15. If, in the correction of proofs, the Author requests changes from the text of the manuscript (**other than the cost of changes which are the result of printer's or Publisher's errors, or changes made at the request of Publisher's legal counsel**), the Author shall bear the **reasonable** cost of such changes over 15% of the original cost of composition, as follows: (a) Author shall pay such **reasonable** costs upon receipt of an invoice from the Publisher; or (b) at Publisher's option, Publisher may charge such cost to Author's royalty account, provided however that if the advance payable to the Author under this Agreement is unearned one year after publication of the Work, then the Author will reimburse Publisher for such **reasonable** costs upon receipt of an invoice from Publisher. At Author's request Publisher shall submit an itemized statement of such charges and shall make available corrected proofs for the Author's inspection at the Publisher's office.

Publication

16. (a) The Publisher shall publish the Work in **in physical hardcover print book form under its *Threshold Editions* imprint** within 12 months after acceptance of the manuscript therefor **unless mutually agreed otherwise. Except as provided in the preceding sentence, publication shall be under any imprint of Publisher or its affiliates that Publisher elects. If the Publisher will no longer be using the *Threshold Editions* imprint at the time of first publication of the Work, the Publisher will consult with the Author on an alternative imprint, but final decision shall rest with the Publisher.**

(b) Publisher shall have the right to use the name, pseudonym, **approved** portrait and picture of and **approved** biographical material concerning the Author **and Collaborator** in and on the Work, in the advertising, publicity and promotion thereof, and in connection with any rights granted hereunder. Author shall furnish Publisher, free of charge, original photographs of the Author which Publisher may use for such purposes without additional payment to or permission from any third party.

(c) The title of the Work as set forth on page 1 may be changed by mutual agreement of the Author and the Publisher.

(d) The format, imprint, style of printing and binding, and all matters relating to the manufacture, sale, distribution and promotion of the Work shall be determined at the sole discretion of the Publisher. **The Publisher shall meaningfully consult with the Author (with a view towards satisfying substantive concerns expressed by the Author) on the jacket art and copy for Publisher's first edition of the Work and on any subsequent editions if the cover is substantially changed and on catalog copy, but final decision with respect thereto shall rest with the Publisher. Publisher also shall meaningfully consult with the Author on catalog copy and publicity materials for its edition(s) of the Work, but final decision with respect thereto shall rest with the Publisher.**

(e) The Publisher may publish and authorize others to publish extracts of the Work containing not more than one chapter for promotion of the Work, without compensation therefor. If compensation is received it shall be shared equally by Author and Publisher.

(f) No advertising will be printed in, included in (bound or unbound), distributed with or inserted into any copies of Publisher's editions of the Work without Author's prior written consent **which may be withheld for any reason.**

(g) **At Publisher's request, the Author agrees to be available for promotion and publicity on behalf of the Work and to travel on a promotional and publicity tour, including television appearances, radio and press interviews and personal appearances (such as book signings), for the Work, of at least ten days duration within thirty day following Publisher's initial publication of the Work in the United States, such tour to be arranged to coordinate such scheduled events with Author's professional obligations. Publisher shall be responsible for payment of the expenses of the tour, including first class airfares and hotel expenses (hotel accommodations shall be reasonably equivalent to Le Parker Meridien in New York City, The Hotel Monaco in San Francisco and Sutton Place Hotel in Chicago) for travel outside the Author's area of residence and for all meal and transportation expenses in connection with the tour. If the Author is unable to make a mutually agreed scheduled appearance to promote the Work due to illness, personal emergency, or other extraordinary or unforeseen circumstances, then the Author's failure to make such scheduled appearance shall not be deemed a breach of this Agreement, provided that the Author does reschedule and appear at a comparable promotional appearance which is mutually satisfactory to the Publisher and the Author. Notwithstanding the foregoing, if the Author fails to make any mutually agreed scheduled appearance for any other reason, then the Publisher may at its option send written notice to Author of such failure, and if Author does not reschedule and appear at a comparable promotional appearance within a reasonable period of time after the date of such notice, then the Publisher may, in its sole discretion, withhold payment of**

the final advance installment due under this Agreement and reduce the total advance due hereunder to the amount theretofore paid to the Author to date.

Copyright

17. (a) The Publisher shall identify the Author as the owner of the copyright in the Work and shall register such copyright in the United States in the name of the Author within three months after initial publication of the Work. The Publisher's failure to register within said three-month period will not be deemed a breach of this Agreement provided Publisher promptly cures any such failure after receipt of written notice thereof. The Publisher shall provide the Author with a copy of the Copyright Certificate within 30 days of Publisher's receipt thereof, provided Author requests such copy.

(b) The Publisher shall identify the Author as the owner of the © copyright in the audio edition of the Work. Author hereby assigns and Publisher shall own, all right, title and interest in the phonorecord, including master recordings, cover art and liner, notes, voice recordings, and musical recordings related thereto (see Paragraph 34(b)) and Author shall have no right title or interest therein; the Author shall be the absolute owner of the "underlying content" of the Work and Publisher shall have no right, title or interest therein, except as set forth elsewhere in this Agreement. "Underlying content" means the Work as written and/or revised by Author.

(c) The Publisher shall print in each copy of each edition of the Work published by it any notice required to comply with the applicable copyright laws of the United States and the provisions of the Universal Copyright Convention and the Berne Copyright Convention.

(d) Any agreements made by the Author or by the Publisher to dispose of any rights in the Work shall require the licensee or grantee to take all necessary and appropriate steps to protect the copyright in the Work. Whichever party controls first serial rights in the Work will use best efforts to require any licensee of such rights to include an acknowledgement accompanying the published excerpt stating that the excerpt is from an upcoming work to be published by the Publisher and setting forth the title of the Work, **copyright notice**, Author and Publisher by name.

(e) Author hereby appoints Publisher to be Author's attorney-in-fact **solely** to execute and to file any and all documents **consistent herewith** necessary to record in the Copyright Office the assignment of exclusive rights made to Publisher hereunder.

No Obligation to Publish

18. The Publisher will, at Author's reasonable request and at Publisher's sole expense, **vet the Work for legal concerns**. Notwithstanding anything contained herein to the contrary, the Publisher shall not be obligated to publish the Work if, in the sole and absolute **good faith** judgment of its legal counsel, whether before or after acceptance thereof, the Work contains libelous or obscene material, or its publication may violate the right of privacy, common law or statutory copyright, or any other right of any person or entity. In such event, **unless the Author makes changes required by Publisher's legal counsel in such counsel's reasonable**

judgment, Publisher shall be entitled, **within 90 days after Publisher's written notice of such decision**, to the return of all monies advanced to the Author hereunder, and to terminate this Agreement. Notwithstanding any request by Publisher for change or substantiation, nothing in this Agreement shall be deemed to impose upon the Publisher any duty of independent investigation or to relieve the Author of any of the obligations assumed by Author hereunder, including, without limitation, the ongoing validity of Author's warranties and representations which shall apply to all material in the Work, whether or not changed at the request of Publisher's legal counsel.

Delays in Publication

19. (a) The Publisher, in its sole and absolute discretion, shall have the right to reschedule publication of the Work beyond the time set forth in Paragraph 16(a) for a reasonable time **not to exceed four months**. If publication of the Work is delayed in the absence of excusable circumstances (**as described in subparagraph (b) below**) the Author's sole and exclusive remedy shall be to give the Publisher a notice in writing, stating that if the Publisher fails to publish the Work within **60 days** after the date of such notice, then all of the Publisher's rights in and to the Work **and any options granted hereunder** shall terminate at the end of such **60-day** period; and if, in such event, the Publisher shall fail to publish the Work within such **60-day** period, all of the Publisher's rights in and to the Work shall terminate and revert to the Author, and the Author shall be entitled, as liquidated damages and in lieu of all damages and remedies, legal or equitable, to retain all payments theretofore made to Author under this Agreement **and to be paid any advances under Paragraph 5 which would otherwise have become due**.

(b) If publication of the Work is delayed beyond the time set forth in Paragraph 16(a) because of acts or conditions beyond the control of the Publisher or its suppliers or contractors, including (by way of illustration and not by way of limitation) war, shortages of material, strikes, riots, civil commotions, fire or flood, the publication date shall be extended to a date six months following removal of the cause of the delay. **If said delay exceeds six months then Author may at Author's option repay all sums theretofore advanced under this Agreement, plus interest at the prime rate calculated from the date of payment of the advance until the date of repayment, and reimburse the Publisher for any documented expenses Publisher may have incurred in connection with the Work, and upon Publisher's receipt of said monies this Agreement shall terminate and all rights granted herein shall revert to the Author.**

Out of Print Termination

20. If, at any time after the expiration of **one year** from the publication date, the Publisher allows all of its **full-length U.S. English language** editions of the Work to go out of print and such status continues in effect for six months after the Author has given Publisher written notice ("Reversion Notice") to put the Work back into print, and if there is no **full-length U.S. English language** reprint edition authorized by Publisher available **in the U.S. through normal trade channels** or contracted for within such six month period, then the Author may by a notice in writing terminate this Agreement subject to any licenses previously granted by Publisher (and any renewals or extensions thereof) and Publisher's right to continue to share in the proceeds therefrom. In the event of such termination the Author shall have the right to purchase any

available plates, **diskettes, digital files** or film of the Work at cost, and/or any remaining copies or sheets of the Work at cost. If the Author does not purchase such plates, **diskettes, digital files, film, copies or sheets**, then the Publisher may dispose of them at any price and retain the proceeds of such sale, **subject to the royalty provisions contained herein**. The Publisher is under no obligation to retain any such plates, film, **diskettes, digital files, copies or sheets**. The Work shall not be deemed out of print as long as it is available from the Publisher in any **full-length English language** edition, including electronic text editions. If, however, six months after Author's Reversion Notice, the Work is only available from the Publisher in an electronic text edition or by means of print-on-demand technology, the Author may by notice in writing terminate this Agreement in the manner set forth above provided in the prior 12 months Publisher's revenue from its exercise or license of rights in the Work (excluding revenue derived from the license of book club rights, British Commonwealth rights and foreign language rights) was \$1,000 or less.

VI. Other Rights, Undertakings and Obligations

Author's Rights

21. All rights not expressly granted by the Author to the Publisher, **including without limitation motion picture, dramatic, television, video, soundtrack, commercial and merchandising, and electronic adaptation rights (subject to the provisions of Paragraph 34(a)(ii) hereof)**, are reserved to the Author. The Author shall not exercise or dispose of any reserved rights in such a way as substantially to destroy, detract from, impair or frustrate the value of any rights granted herein to the Publisher, nor shall the Author publish or **authorize** to be published **within two years after Publisher's initial publication of the Work** any book or other writing based substantially on subject matter, material, characters or incidents in the Work without the written consent of the Publisher, **which consent shall not unreasonably be withheld or delayed**. It is understood that both parties will mutually attempt to use social networking platforms such as Facebook to promote the Work. In connection with such promotion and otherwise, the Author shall have the right to publish not more than ten percent of the contents of the Work (in the aggregate) on the Author's website and in the Author's social media accounts for advertising and promotion of the sale of the Work.

Author's Agent

22. Author hereby irrevocably appoints Author's agent, AGI Vigliano Literary, LLC, Attention: Thomas Flannery, 150 East 58th Street, 20th Floor, New York, New York 10155, as Author's sole and exclusive Agent with respect to this Agreement and coupled with an interest, including without limitation to rights to an option book and any other rights under this Agreement. In consideration for services rendered, said Agent is entitled to receive or retain 15% of gross monies paid to the Author under this Agreement, including said option book or any other rights granted hereunder. All monies payable to the Author hereunder shall be paid 100% to the Agent and the receipt thereof shall be a full and valid discharge of all such indebtedness. Nothing in the foregoing shall be construed to obligate Publisher

to make any payments to any payee with respect to such sums and Publisher's sole obligation shall be to remit to said payees their share of all money due the Author, if any after deducting therefrom any deductions or charges permitted under this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.

Representation by Single Author

23. Intentionally deleted.

Author's Warranties

24. Author warrants and represents that:

(a) Author and Collaborator are the sole authors and Author is the sole proprietor of the Work. The Author has or will have a valid and subsisting written agreement with the Collaborator enabling the Author to grant the rights to the Publisher granted under this Agreement. The Author shall be solely responsible for performing the agreement with the Collaborator, shall do everything necessary to keep said agreement in effect, and shall not permit any alterations or termination thereof which would affect the Publisher's rights in the Work;

(b) Author has full power and authority to make this Agreement and to grant the rights granted herein, and Author has not previously assigned, transferred or otherwise encumbered the same; and the Author has no prior agreement, commitment or other arrangement, oral or written, to write or participate in writing any other book-length work and will not enter into any such agreement, commitment or other arrangement that will interfere with timely delivery of the Work until after delivery and acceptance of the Work;

(c) the Work has not been previously published;

(d) the Work is not in the public domain;

(e) the Work does not infringe any statutory or common law copyright or any proprietary right of any third party;

(f) the Work does not invade the right of privacy of any third person, or contain any matter libelous or otherwise in contravention of the rights of any third person; and, if the Work is not a work of fiction, all statements in the Work asserted as facts are true or based upon reasonable research for accuracy;

(g) the Work is not to the best of the Author's knowledge obscene under U.S. law and contains no matter the publication or sale whereof otherwise violates any federal or state statute or regulation thereunder, nor is it in any other manner unlawful, and nothing contained in the Work shall be injurious to the health of the user;

(h) the Work will be the Author's next **book-length work of non-fiction** (under the Author's name(s) or otherwise), and that Author will not, **without Publisher's approval**, publish or authorize publication of any other full-length work of **non-fiction** of which the Author is an author or co-author until **(i) six months after publication of the Work, provided the Work is published within 12 months after acceptance of the manuscript or (ii) until 18 months following acceptance of the manuscript if Publisher fails to publish the Work in a timely manner pursuant to Paragraph 16 (a). However, Author may enter into a publishing agreement for another book by the Author at any time during the term of this Agreement, subject to the provisions of Paragraphs 3 and 21 of this Agreement.**

Each of the foregoing warranties and representations shall survive the termination of this Agreement.

Each of the foregoing warranties and representations is true on the date of the execution of this Agreement and shall be true on the date of publication of the Work, and at all intervening times. **The warranties and representations of the Author hereunder do not extend to material added to the Work without the consent of the Author, or to advertising and promotional materials not taken from the Work or approved by the Author.** The Publisher may rely on the truth of said warranties and representations in dealings with any third party in connection with the exercise or disposition of any rights in the Work. The Publisher shall be under no obligation to make an independent investigation to determine whether the foregoing warranties and representations are true and correct; and any independent investigation by or for the Publisher, or its failure to investigate, shall not constitute a defense to the Author in any action based upon a breach of any of the foregoing warranties.

Indemnity

25. (a) The Author shall indemnify and hold the Publisher harmless against any loss, liability, damage, cost or expense (including reasonable **outside** attorneys' fees) arising out of or for the purpose of avoiding any suit, proceeding, claim or demand or the settlement thereof, which may be brought or made against the Publisher by reason of the publication, sale, or distribution of, or disposition of rights in respect to the Work, based on the contents of the Work **excluding material added to the Work by the Publisher without the Author's approval**, except in connection with matters involving solely controversies arising out of or based on commercial transactions between the Publisher and its customers, **distributors or other third party customers. See subparagraph (d). The Publisher shall have the right, subject to the approval of the Author, such approval not unreasonably to be withheld, to settle such suit, proceeding, claim or demand on such terms as it deems advisable. If within such time as the situation may allow, the Publisher shall request the Author to consent to the proposed settlement and the Author shall neglect or decline to do so, the Author shall upon written notice by the Publisher immediately undertake to continue the defense at Author's sole expense and shall provide the Publisher with security in the form of a surety company bond in the amount as shall under all the circumstances be in the Publisher's opinion adequate. In the event the Author fails to so assume the defense, and to furnish such bond, the Publisher shall have the right to settle such matter upon terms Publisher thinks advisable or in its discretion to continue the defense thereof, and the Author's indemnity shall be applicable in either such event, provided, however, that nothing contained herein**

shall inhibit the Publisher from settling any such suit, proceeding, claim or demand against it at its own cost and expense.

(b) Prompt **written** notice of any suit, proceeding, claim or demand brought or made against the Publisher or Author shall be given to the Author or Publisher respectively.

(c) Whenever any suit, claim or demand as to which Author's indemnity applies is brought or made against the Publisher, the Publisher may withhold payments due to the Author under this Agreement and apply the payments so withheld to Author's indemnity obligations hereunder. **Sums withheld hereunder shall be reasonably related to the size of the claim, the likelihood of success, the probable damage award and the anticipated expense of the defense. If a claim or demand shall not result in a suit or proceeding within one year after it is first asserted, Publisher shall not continue to withhold funds based on such claim, but may in the future should a suit or proceeding be commenced. Sums withheld hereunder shall accrue interest at a reasonable rate determined by the Publisher and if the sums so withheld are paid to the Author, the Author will be entitled to the interest earned on the portion of the sums paid to the Author.**

(d) Author shall be insured under any Publisher's liability policy which covers claims for libel and other forms of defamation, invasion of privacy or publicity and infringement of copyright or trademark arising from publication of the Work, to the extent such policy is valid and collectible. In connection with such coverage, with respect to all judgments, settlements and costs of defense, including attorneys' fees and other costs of claims covered by the policy, the Publisher and the Author shall share equally all **direct, out of pocket** costs not paid by the insurance company, provided however that Author's share of such costs will not exceed Author's total earnings with respect to the Work. For purposes of this Paragraph, "Author's total earnings" shall mean all advances paid or **then** payable to the Author with respect to the Work plus all further sums **then** earned by Author from Publisher's sales and licenses of the Work. Publisher shall retain counsel to represent Publisher and Author in any proceeding brought with respect to all such claims and shall control the defense of such claims, and Author shall cooperate fully with Publisher and said counsel in such defense. **Author may hire counsel of Author's selection at Author's sole expense to participate in such defense.** Notwithstanding the foregoing, Author shall be solely responsible for the cost of counsel separately retained by the Author for any reason and for judgments, settlements and costs of defense, including all attorneys' fees, attributable to a willful or reckless breach of this Agreement by Author, and for all costs not paid by the insurance company in any claim involving a finding of any copyright infringement or in the settlement of such a claim which Publisher in its good faith judgment determines is necessary to avoid such a finding. Nothing herein shall limit the Author's liability with respect to claims which are not covered by insurance or with respect to costs which exceed the limits of the insurance policy.

(e) If any suit, claim or demand is brought or made as to which Author's indemnity applies which is not covered by Publisher's liability policy, the Publisher may elect (i) to undertake the defense thereof, or (ii) to notify the Author to undertake the defense. If the Publisher does so notify the Author, the Author shall undertake such defense; and in such cases the Publisher may, at its option, join in the defense. In all the foregoing events the cost and expense of any defense shall be borne by the Author, **unless such suit, claim or demand arises**

solely out of an act or omission of the Publisher, in which case the cost and expense shall be borne by the Publisher.

(f) The Publisher shall indemnify and hold the Author harmless against any loss, liability, damage, cost or expense (including reasonable attorneys' fees) arising out of any claim, action or proceeding relating to the production, publicity, promotion, marketing and sale of the Work not arising out of a breach or alleged breach of the Author's representations, warranties or obligations hereunder, or in connection with material inserted by or at the direction of the Publisher without the consent of the Author, or which, if established, would constitute a breach by Publisher of this Agreement or failure by the Publisher to perform its obligations under this Agreement.

Revised Editions

26. Deleted.

Tie-In Editions

27. Author shall use **reasonable** efforts to obtain for Publisher the right to publish tie-in editions in connection with any motion picture, television or other dramatic versions ("**Usages**") of the Work, and to use the title, artwork, photographs, and other material related to any such version and appropriate identification and credits therefrom in Publisher's editions of the Work. **Any failure by the Author to secure such tie-in rights and/or Usages for the Publisher shall not be deemed a breach of this Agreement.**

Care of Property

28. **Except in the event of Publisher's gross negligence**, Publisher shall not be responsible for loss or damage to any property of Author in Publisher's possession or that of its independent contractors or to anyone to whom delivery is made with Author's consent. Author shall retain copies of any such property and, in the case of photographs, the negative for each photograph furnished.

Breach by Publisher

29. (a) Except as otherwise specifically provided in this Agreement, if the Publisher shall commit a material breach of this Agreement **including but not limited to failure to make payments and render statements to the Author when due pursuant to this Agreement** and shall fail to remedy the breach within 60 days (30 days if it involves **payment of advances or royalties**) after receiving a written notice from the Author requesting the Publisher to remedy such breach, the Author may by a notice in writing (a) revoke the Publisher's right to publish the Work, if it has not been published at such time; (b) require the Publisher to cease further publication of the Work, if it has been published at such time, but in such event the Publisher shall be permitted to sell **on a non-exclusive basis for a period of one year after its receipt of**

such notice all copies of those editions of the Work which have already been printed, subject to the payment of any royalties due the Author for such sales; and (c) revoke the grant to the Publisher of such of the subsidiary rights as the Publisher has not already exercised or disposed of. In such event the Author shall have the right to purchase any available diskettes, digital files, plates or film of the Work at cost, and/or remaining copies or sheets of the Work already printed at the Publisher's manufacturing cost. If the Author does not purchase such diskettes, digital files, plates, film, copies or sheets, the Publisher may dispose of them at any price and retain the proceeds of such sale. The Publisher is under no obligation to retain any such plates, film, copies, diskettes, digital files or sheets. Any right of the Author pursuant to Paragraph 10 shall survive such termination without prejudice to the Author's claim for any monies which may have accrued to the Author under this Agreement or to any other right and remedies to which the Author may be entitled.

(b) If the Publisher is finally adjudicated a bankrupt, or if a receiver is appointed, or if an assignment is made for the benefit of creditors, then this Agreement shall automatically terminate provided that the Publisher shall be required to continue to pay all royalties accruing to Author hereunder. If such termination is not valid under the law then the Author shall have the exclusive right for a period of six months following such adjudication, appointment or assignment, as applicable, to repurchase Author's rights in the Work at the then fair market value.

Free Copies for Author, Purchases by Author

30. (a) **The Publisher shall present the Author with 50 free copies of each edition of the Work published by the Publisher, and shall present the Author's agent with 20 free copies of each edition of the Work published by the Publisher, upon publication, except as provided in (b) below. The Publisher will use reasonable efforts to present the Author with complimentary copies of any licensed edition upon publication thereof.**

(b) **The Publisher will at Author's request present each of the Author and Author's agent with five free copies of the Work produced by means of print-on-demand technology, and will at Author's request present each of the Author and Author's agent with one free copy of the electronic edition of the Work.**

(c) **The Author shall have the right to purchase physical copies of the Work from the Publisher's inventory at the following discounts from the catalog retail price plus applicable sales tax, FOB Publisher's warehouse, for resale or other distribution outside Publisher's sales channels, including at Author's speaking engagements and appearances:**

- 1-500 copies per order, a discount of 50% from the catalog retail price;**
- 501-1,000 copies per order, a discount of 55% from the catalog retail price;**
- 1,001-2,500 copies or more at a discount of 60% from the catalog retail price; and**
- 2,501 or more copies or more at a discount of 65% from the catalog retail price.**

Author may order copies of the Work in carton quantities, and each order will be shipped to one address. Payment for such purchases shall be made to Publisher as follows:

50% at the time the Author places an order; and

50% sixty days after delivery of the books to the Author, provided the Author supplies the Publisher with satisfactory references to establish credit to carry said balance. In the event the Author is unable to provide such satisfactory references, then said balance shall be paid in full prior to shipment of books to the Author.

All copies purchased by the Author hereunder shall be non-returnable (unless Publisher's applicable standard terms provide otherwise), and no royalty shall be paid to the Author on copies purchased at discounts greater than 50% from the catalog retail price. If Publisher's inventory is not sufficient to fill an order by the Author, Publisher will not be required to go back to press to fulfill such order.

If the Author wishes to purchase copies of the Work for resale on Author's web site(s), Publisher will sell such copies to the Author on the same terms as it sells to its specialty retail accounts, and royalties shall be paid to the Author on such sales at the applicable rates set forth in Paragraph 6.

All copies purchased by the Author hereunder are solely for the Author's personal and promotional use or for re-sale or other distribution at the Author's public engagements and other similar activities outside regular trade book channels. In any event, the Author may not sell copies of the Work purchased at such discounts to any account serviced by the Publisher or any of its distributors or which materially competes with any such account or distributor.

Publisher's Trademarks

31. Nothing in this Agreement (including but not limited to the rights of Author to purchase books and plates on termination) shall give Author any right in or to any trademark, trade name, logo, imprint or other identification now or hereafter used by Publisher, nor shall Author use any such identification during the term of this Agreement or thereafter, except that Author may dispose of copies of the Work purchased hereunder notwithstanding that such identification may appear thereon when purchased. **Notwithstanding the foregoing, the Author's use of the title of the Work or of any of the "related materials" (as such term is defined in Paragraph 4 (b)) in connection with reserved rights shall not be deemed a breach of this Agreement.**

Third Party Copyright Infringement

32. If during the term of this Agreement the copyright, or any other right in respect to the Work, is infringed upon or violated, the Publisher may, at its own cost and expense, take such legal action, in the Author's name if necessary, as may be required to restrain such infringement and to seek damages therefor. The Publisher shall not be liable to the Author for the Publisher's failure to take such legal steps. If the Publisher does not bring such an action, the Author may do so in Author's own name and at Author's own cost and expense. **If the Publisher and Author jointly bring such action, or if the Publisher alone brings such action, money damages recovered for an infringement shall be applied first toward the repayment of the expense of bringing and maintaining the action, and thereafter the balance shall be divided equally between**

the Author and Publisher. **If the Author alone brings such action, money damages recovered shall be applied first toward the repayment of the expense of bringing and maintaining the action, including any expense Publisher may have incurred, and thereafter the balance shall belong to the Author. Each party will promptly notify the other party in writing of any possible infringement of the Work that comes to its attention.**

Execution of Documents

33. Each party hereto shall, upon request of the other, execute such documents as may be reasonably necessary to confirm the rights of the other party in respect of the Work or to carry out the intention of this Agreement.

VII. Definitions

Definitions

34. As used in this Agreement:

(a) (i) "Electronic text rights" shall mean the exclusive right to publish, and to authorize others to publish, the **verbatim** text of the Work (including any photographs and illustrations in the Work) in whole or, **subject to the Author's prior approval, such approval not unreasonably to be withheld or delayed**, in part, in **non-dramatic** visual form for reading, by any electronic, electromagnetic or other means of storage, retrieval, distribution or transmission now known or hereafter devised, but excluding any other text rights provided for herein (an "electronic edition"). In the exercise of the electronic text rights, the Publisher shall not add any textual, visual or other material to the Work, delete any material from or otherwise edit the Work, or couple any electronic edition of the Work with other works without the approval of the Author, such approval not unreasonably to be withheld or delayed. Any license of electronic text rights in the Work shall provide that any additions to, deletions from, or other editing of the text of the Work by the licensee, and the coupling of any electronic edition of the Work with other works, shall be subject to the approval of the Author, such approval not unreasonably to be withheld or delayed;

(ii) "Electronic adaptation rights" shall mean the exclusive right to adapt and publish, and to authorize others to adapt and publish, the Work **including video games** or any portion thereof for one or more "electronic versions." As used herein, an "electronic version" shall mean an adaptation of the Work incorporating elements from sources other than the text of the Work including without limitation still photographs and illustrations, video footage, sound and other text, for publication by any electronic, electromagnetic or other means of storage, retrieval, distribution or transmission now known or hereafter devised, but excluding electronic text rights, audio rights, motion picture rights and television rights (provided that the exercise of any of the foregoing rights, if reserved by the Author or licensed to a third party, shall not preclude the exercise of the electronic adaptation rights). **Electronic adaptation rights are reserved to the Author. The Publisher shall have the first opportunity to acquire electronic adaptation rights, excluding video game rights, on mutually satisfactory terms, provided**

that the foregoing right of negotiation shall not apply to any instance where the Author receives an offer for motion picture or television rights which requires a conveyance of electronic multimedia rights as part of the transaction. If the Author and Publisher are unable in good faith to agree on terms for Publisher's acquisition of such rights within 30 days after they commence negotiations with respect thereto, then the Author shall be free thereafter to offer all or some of such rights to other parties. If the Author or a licensee of the Author wishes to more than 15% of the text of the Work in an electronic version, the Publisher shall promptly authorize such use on reasonable terms and conditions, provided in the Publisher's reasonable judgment such text is not the predominant feature of such electronic version;

(b) "audio rights" shall mean the exclusive right to use or adapt, and to authorize others to use or adapt, the text of the Work or any portion thereof as the basis for one or more non-dramatic audio recordings through any method of recording or transmission now known or hereafter devised, including, without limitation, copying or recording by phonographic, magnetic, laser, electronic or any other means and whether on phonograph records, audio cassettes, audio discs or any other human or machine-readable medium and the non-dramatic broadcast or transmission thereof, but excluding all uses encompassed in motion picture, dramatic, television, soundtrack, radio and allied rights. The Publisher shall give Author the first opportunity to perform as the reader for the audio edition of the Work, and if Author does so perform Publisher will pay Author a non-recoupable aggregate fee of \$5,000, payable on satisfactory completion of the recording, which sum shall not be charged against the Author's earnings. Author will have the right to approve the script for any abridged audio edition of the Work and the right to approve the reader if it is not the Author. Author will have the right to approve the script for any abridged audio edition of the Work, which approval will not be unreasonably withheld or delayed. The audio editions(s) of the Work shall only include music consisting of introductory and closing background music and incidental sounds supplied by Publisher;

(c) a "sale," "disposition" or "grant" of rights shall include an assignment, transfer or license of the rights referred to or of any interest or option relating to such rights;

(d) "special discount sales" shall mean sales made in the United States outside regular trade channels or direct-to-the-consumer through Publisher's websites at a discount of more than 50% from the catalog retail price, except that for audio editions of the Work "special discount sales" shall mean sales at a discount of more than 55% from the catalog retail price. The Author will have the right to approve any product or service in connection with a premium sale, such approval not unreasonably to be withheld or delayed. Sales to warehouse clubs and similar outlets, and sales to online bookstores such as Amazon.com will not be deemed special discount sales regardless of the discount. With respect to special discount sales to organizations, Publisher may imprint the trade name, trademark, logo, imprint and/or other identification of such organization on such copies in addition to or in lieu of Publisher's trade name, trademark, logo, imprint and/or other identification;

(e) "remainder-in-place sales" shall mean sales made in the United States in regular trade channels at regular trade discounts, for which a 50% credit to the bookseller is subsequently given by Publisher;

(f) "net amount actually received" shall mean Publisher's gross receipts less returns, allowances, shipping and handling charges, postage, and any excise, sales, use or similar taxes.

VIII. Miscellaneous Provisions

Assignment

35. This Agreement shall be binding upon and inure to the benefit of the executors, administrators and assigns of the Author, and upon and to the successors and assigns of the Publisher. The Author shall not assign this Agreement without the prior written consent of the Publisher, except that Author may assign sums due and payable to the Author hereunder, provided that such assignment shall not be binding upon Publisher unless and until Publisher shall have given written acknowledgement of its receipt thereof and such assignment shall not in any event affect Publisher's rights or Author's obligations hereunder. **The Publisher may assign this Agreement to a parent, subsidiary or affiliated company, or to a purchaser of all or substantially all of its assets, or in a reorganization. Any other assignment of this Agreement by Publisher shall be subject to the consent of the Author, which consent shall not be unreasonably withheld.** Any purported assignment in violation of this provision or in violation of the provisions of Paragraph 22 above shall be void.

Effectiveness

36. This Agreement shall be binding upon the Publisher **and the Author** only when it has been signed by the Author and by an authorized officer of the Publisher.

Jurisdiction

37. Exclusive jurisdiction for the determination of any dispute solely between or among parties to this Agreement is hereby vested in the federal and state courts sitting in New York County, New York, to which each party irrevocably submits. In addition to service of process by any other means provided at the time by law, each party consents to service of process on him, her or it, as the case may be, by certified mail, first class postage prepaid, return receipt requested, or by overnight courier service provided a signed receipt is obtained, in each case addressed (i) to the party to be served at the address to which notices may be given pursuant to Paragraph 38 of this Agreement or (ii) to that party's actual residence or place of business. The refusal to accept process so served, including the failure to claim certified mail in the custody of the Postal Service, shall not invalidate such service if a separate copy of the process is sent by first class mail, postage paid, to the same address.

Notices

38. All notices to be given hereunder by either party shall be in writing and shall be sent to the other party at the respective addresses as they are given on page 1 of this Agreement unless said addresses are changed by either party by a notice in writing to the other party. All notices shall be sent by registered or certified mail or other form of receipted or acknowledged delivery including a fax transmission acknowledged as received by the party to which it is sent. Notices to the Publisher shall be sent to both the President and General Counsel of Publisher.

Applicable Law

39. THIS AGREEMENT AND ITS INTERPRETATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND ENTIRELY TO BE PERFORMED THEREIN.

Waivers

40. No waiver of any term or condition of this Agreement, or of any breach of this Agreement or of any part thereof, shall be deemed a waiver of any other term or condition of this Agreement or of any later breach of this Agreement or of any part thereof **by either party**, nor shall publication or continued publication or payment by the Publisher **or acceptance of publication and/or payment from the Publisher by the Author** following notice or claim of facts which, if true, would constitute a breach of warranty, representation or agreement of the Author **or Publisher**, constitute or imply any waiver by the Publisher **or Author** of any defenses, rights or remedies of the Publisher **or Author, as the case may be**. No failure by either party to assert any right under this Agreement shall preclude any later assertion of such right.

Validity and Enforceability

41. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions hereof, and any such invalid or unenforceable provision shall be deemed to be severable.

Singular Shall Include Plural

42. Wherever required by the context in this Agreement, the singular shall include the plural, and the term "Author" shall include the "Author" if there are more than one.

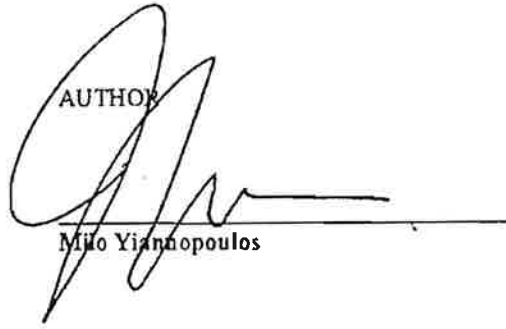
Entire Agreement

43. This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof, and may not be modified except by an instrument in writing signed by the party to be charged.


Captions

44. Captions are for convenience only, and are not to be deemed part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

AUTHOR

Milo Yiannopoulos

SIMON & SCHUSTER, INC.

By 
AUTHORIZED SIGNATURE

NOTE: The attached United States Forms W-9 must be completed, signed and returned by the Proprietor with signed contracts.

Editor: Mitchell Ivers

[or.new/Yiannopoulos.Milo.docx/sf](#)

FILED: NEW YORK COUNTY CLERK 07/28/2017 11:01 AM

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NYSCEF DOC. NO. 1

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RECEIVED NYSCEF: 07/07/2017

EXHIBIT B



SIMON & SCHUSTER

Carey K. Riley
President &
Chief Executive Officer

January 23, 2017

Dear Author,

I'm writing to you regarding the controversy surrounding the book *Dangerous* by Milo Yiannopoulos. Since Threshold Editions announced their plans to publish, we have received many comments from you and many of our authors and readers expressing concern and displeasure. I want you to know that we take all of this feedback seriously and appreciate that so many people, especially our authors, have taken the time to communicate with us.

First and foremost, I want to make clear that we do not support or condone, nor will we publish, hate speech. Not from our authors. Not in our books. Not at our imprints. Not from our employees and not in our workplace.

When Threshold Editions met with Mr. Yiannopoulos, he said that he was interested in writing a book that would be a substantive examination of the issues of political correctness and free speech, issues that are already much-discussed and argued and fought over in both mainstream and alternative media and on campuses and in schools across the country. Threshold Editions, like all our imprints, is editorially independent; its acquisitions are made without the involvement or knowledge of our other publishers. In considering this project, the imprint believed that an articulate discussion of these issues, coming from an unconventional source like Mr. Yiannopoulos, could become an incisive commentary on today's social discourse that would sit well within its scope and mission, which is to publish works for a conservative audience.

Once Threshold made an offer to Mr. Yiannopoulos, our responsibility as a publisher is to work with him to produce the book he and our staff envisioned, and one that adheres to the standards that I have articulated. We promise to do just that.

There is no question that we are living in a time when many are feeling uncertainty and fear. It is a moment when political passions are running hotter and stronger than at any time in recent history, and cultural divides across the country seem to be getting wider. And so I can appreciate the strong opinions and feelings this has stirred in you and others. I also recognize that there may be a genuine debate to be had about who should be awarded a book contract. For us, in the end, it ultimately comes down to the text that is written. And here I must reiterate that neither Threshold Editions nor any other of our imprints will publish books that we think will incite hatred, discrimination or bullying.

Thank you for taking the time to read this.

FILED: NEW YORK COUNTY CLERK 07/28/2017 11:01 AM

NYSCEF DOC. NO. 8

FILED: NEW YORK COUNTY CLERK 07/07/2017 08:50 AM

NYSCEF DOC. NO. 1

INDEX NO. 654668/2017

RECEIVED NYSCEF: 07/28/2017

RECEIVED NYSCEF: 07/07/2017

EXHIBIT C

Sent: Monday, January 23, 2017 4:07 PM

Subject: A Message from Carolyn Reidy

S I M O N & S C H U S T E R

Carolyn K. Reidy
President &
Chief Executive Officer

January 23, 2017

Dear Colleague,

In the past few weeks I have heard from many of you, either directly or through your managers, regarding the Threshold Editions acquisition of *Dangerous* by Milo Yiannopoulos. I have also heard from some of our authors, bookselling accounts, and members of the reading public.

Your opinions are not taken lightly, and while we are clearly in the middle of a controversial situation, I am gratified by your obvious pride in working for Simon & Schuster, and that you care enough and have taken the time to be in touch.

Attached is a letter being distributed to our authors who have communicated with us about this matter. If you have been contacted by authors who did not also write to me, feel free to send this letter on to them. It will also be posted on our Author Portal.

I hope you will read this letter and be assured that above all else, we will not publish a book that we consider to be hate speech.

Sincerely,



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EXHIBIT D

FILED: NEW YORK COUNTY CLERK 07/28/2017 11:01 AM

INDEX NO. 654668/2017

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FILED: NEW YORK COUNTY CLERK 07/07/2017 08:50 AM

RECEIVED NYSCEF: 07/07/2017

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RECEIVED NYSCEF: 07/07/2017

to: Mitchell Ivers

Wed, Feb 15, 16:07

Don't quote me but you done good.

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FILED: NEW YORK COUNTY CLERK 07/07/2017 08:50 AM

RECEIVED NYSCEF: 07/28/2017

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RECEIVED NYSCEF: 07/07/2017

RE: mss

Ivers, Mitchell <Mitchell.Ivers@Simonandschuster.com>

Wed 2/15/2017 11:34 AM

To: MILO <milo@yiannopoulos.net>;

Cc: David Vigliano <vig@agivigliano.com>; Thomas Flannery JR. <tf@agivigliano.com>; Colin Madine <colin@yiannopoulos.net>; MILO Management Team <mgmt@yiannopoulos.net>; Alex Marlow <amarlow@breitbart.com>;

Thanks for doing such thorough and good work. Hold off on the theory, history and pop culture material. They can be inserted into your 3rd draft after I send back notes on this draft. Getting another one 24-48 hours will just confuse matters now. There's plenty for us to chew on here, so hold off on re-submitting until I respond.

Meanwhile, have fun on Hannity and Maher. I'll see you at CPAC!

Mitchell

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EXHIBIT E

Jen Robinson's contacts

Ivers, Mitchell <Mitchell.Ivers@Simonandschuster.com>

Fri 2/17/2017 4:54 PM

cc: MILO <milo@yiannopoulos.net>, Robinson, Jennifer <Jennifer.Robinson@simonandschuster.com>;

cc: Thomas Flannery JR. <tf@agivigliano.com>; Colin Madine <colin@yiannopoulos.net>;

That was a great phone call. Have a great, great time on Bill Maher. I will be at the opera (of course), but I've set my DVR.

Here is Jen Robinson's contact information:

Jennifer Robinson
Vice President and Director of Publicity
212-698-2719
Jennifer.Robinson@simonandschuster.com

Mitchell Ivers
Vice President and Editorial Director, Threshold Editions
Vice President and Senior Editor, Gallery Books
Simon & Schuster, Inc.
1230 Avenue of the Americas, New York, NY 10020
Tel: 212-698-2897 | Fax: 212-632-4084
Mitchell.Ivers@SimonandSchuster.com

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EXHIBIT F

Then I will be in London for a week for my birthday, so it would be great to get the file back from you shortly after I return. I'm hoping that will be the draft that goes to copyediting and legal

I'll know more Tuesday or Wednesday

Sounds good and yes I think I can do that

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EXHIBIT G

Re: 6462866567

Ivers, Mitchell <Mitchell.Ivers@Simonandschuster.com>

Mon 2/20/2017 2:50 PM

To Thomas Flannery JR. <tf@agivigliano.com>;

Charlie Gasparino at Fox Business just Tweeted this. Is it true?

Charles Gasparino @CGasparino 27m.

#BreakingNews @BreitbartNews considering dismissal of Milo Yiannopoulos over remarks that sparked outrage no comment yet from milo

From: Thomas Flannery JR. <tf@agivigliano.com>
Sent: Monday, February 20, 2017 2:35 PM
To: Ivers, Mitchell
Subject: 6462866567

Hi Mitch can you cal me today? Think we need to get Milo on with Jen Robinson asap.

Get [Outlook for iOS](#)

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FILED: NEW YORK COUNTY CLERK 07/07/2017 08:50 AM

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EXHIBIT H

S I M O N & S C H U S T E R



1230 Avenue of the Americas
New York, NY 10020
212-698-7094/Fax: 212-698-7171
E-Mail: Jeff.Wilson@simonandschuster.com

Jeff Wilson
VP Contracts

VIA USPS

February 22, 2017

Milo Yiannopoulos
C/o AGI Vigliano Literary, LLC
150 East 58th St., 20th Fl.
New York, New York 10155
ATTN: Thomas Flannery

Re: **Dangerous, (the "Work");**
Agreement dated December 13, 2016 (the "Agreement")

Dear Mr. Yiannopoulos:

We have been advised that the above Work is unacceptable for publication.

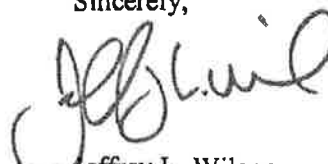
We hereby terminate the Agreement without further obligation of either party to the other except with respect to the warranties and representations that survive termination of the Agreement as noted in Paragraph 24.

This letter shall confirm that you are under no obligation to repay the \$80,000 advanced to you such sum being in full satisfaction and discharge of Simon & Schuster's obligation under the Agreement.

We hereby revert all right, title and interest in and to the Work

Please feel free to contact me with any questions.

Sincerely,


Jeffrey L. Wilson

FILED: NEW YORK COUNTY CLERK 07/28/2017 11:01 AM

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EXHIBIT I



Milo Yiannopoulos

February 19 ·

A note for idiots (UPDATED):

I do not support pedophilia. Period. It is a vile and disgusting crime, perhaps the very worst. There are selectively edited videos doing the rounds, as part of a co-ordinated effort to discredit me from establishment Republicans, that suggest I am soft on the subject.

If it somehow comes across (through my own sloppy phrasing or through deceptive editing) that I meant any of the ugly things alleged, let me set the record straight: I am completely disgusted by the abuse of children.

Some facts to consider:

1. I have outed THREE pedophiles in my career as a journalist. That's three more than any of my critics and a peculiar strategy for a supposed pedophile apologist.

(a) Luke Bozier, former business partner of Louise Mensch

<http://kernelmag.dailydot.com/.../menshn-co-founder-embroile.../>

<http://kernelmag.dailydot.com/.../3746/luke-bozier-arrested/>

(b) Nicholas Nyberg, anti-GamerGate activist who self-described as a pedophile and white nationalist

<http://www.breitbart.com/.../leading-gamergate-critic-sarah-.../>

(c) Chris Leydon, a London photographer who has a rape trial starting March 13 thanks to my reporting.

<http://www.breitbart.com/.../tech-city-darling-chris-leydon-.../>

2. I have repeatedly expressed disgust at pedophiles in my journalism.
<http://www.breitbart.com/.../heres-why-the-progressive-left-.../>

3. I have never defended and would never defend child abusers, as my reporting history shows. The world is messy and complicated, and I recognize it as such, as this furore demonstrates. But that is a red line for any decent person.

4. The videos do not show what people say they show. I *did* joke about giving better head as a result of clerical sexual abuse committed against me when I was a teen. If I choose to deal in an edgy way on an internet livestream with a crime I was the victim of that's my prerogative. It's no different to gallows humor from AIDS sufferers.

5. National Review, whose journalists are tweeting about this, published an article defending Salon for giving a pedophile a platform.

6. I did say that there are relationships between younger men and older men that can help a young gay man escape from a lack of support or understanding at home. That's perfectly true and every gay man knows it. But I was not talking about anything illegal and I was not referring to pre-pubescent boys.

7. I said in the same "Drunken Peasants" podcast from which the footage is taken that I agree with the current age of consent.

8. I shouldn't have used the word "boy" when I talked about those relationships between older men and younger gay men. (I was talking about my own relationship when I was 17 with a man who was 29. The age of consent in the UK is 16.) That was a mistake. Gay men often use the word "boy" when they refer to consenting adults. I understand that heterosexual people might not know that, so it was a sloppy choice of words that I regret.

9. This rush to judgment from establishment conservatives who hate Trump as much as they hate me, before I have had any chance to provide context or a response, is one of the big reasons gays vote Democrat.

10. In case there is any lingering doubt, here's me, in the same interview the other footage is taken from, affirming that the current legal age of consent is about right: "And I think the law is probably about right. It's probably roughly the right age. I think it's probably about ok. But there are certainly people who are capable of giving consent at a younger age. I certainly consider

myself to be one of them, people who were sexually active younger. I think it particularly happens in the gay world, by the way."

Facebook

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Français (France) · Deutsch

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Exhibit B

From: [Thomas Flannery JR.](#)
To: [Ivers, Mitchell](#)
Subject: Dangerous by Milo
Date: Wednesday, February 22, 2017 12:12:34 PM

Dear Mitch,

Are you in fact terminating the publication agreement with Milo Yiannopoulos entered into on December 13, 2016? Please tell me in writing if you are cancelling the book and on what basis you are cancelling the book. If I don't hear from you by Friday, February 24 I will take it the agreement is still in place and will expect your final edits to the manuscript.

Cordially,
Thomas

Thomas Flannery, Jr. – Literary Agent
AGI VIGLIANO LITERARY LLC
+1(212)888-8525
TF@AGIVigliano.com
Twitter: [@AGIVigliano](#)
Facebook: [AGI Vigliano](#)

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Exhibit C



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www.meisterseelig.com

Jeffrey P. Weingart
Partner
Direct (212) 655-3516
Fax (646) 539-3616
jpw@msf-law.com

July 11, 2017

Via Electronic Mail

Mr. Jeffrey L. Wilson
VP Contracts
Simon & Schuster, Inc.
1230 Avenue of the Americas
New York, NY 10020
Email: Jeff.Wilson@simonandschuster.com

Re: Milo Yiannopoulos

Dear Mr. Wilson:

Our law firm represents Milo Yiannopoulos. As you no doubt know, Mr. Yiannopoulos has sued Simon & Schuster, Inc. for wrongfully terminating his book publishing contract (the "Agreement") and canceling the publication of his book *Dangerous* (the "Lawsuit").

Mr. Yiannopoulos has received your letter dated February 22, 2017 in which you informed him that *Dangerous* was allegedly "unacceptable for publication," and that Simon & Schuster was terminating the Agreement.

In the letter, you state: "This letter shall confirm that you are under no obligation to repay the \$80,000 advanced to you such sum being in full satisfaction and discharge of Simon & Schuster's obligation under the Agreement." Contrary to your statement, however, and as the Lawsuit makes clear, Mr. Yiannopoulos rejects your unfounded assertion that such funds, or Mr. Yiannopoulos' retention thereof, in any way "satisfies" or "discharges" Simon & Schuster's obligations under the Agreement. Instead, your statement constitutes an admission that Simon & Schuster's termination of the Agreement and cancellation of *Dangerous* was wrongful, in bad faith, and in violation of the Agreement's terms. To the extent that you intended your reference to the \$80,000 figure as an offer to settle the parties' dispute, Mr. Yiannopoulos hereby categorically rejects such offer, consistent with the allegations set forth in the Lawsuit.



Mr. Jeffrey L. Wilson
July 11, 2017
Page 2

Mr. Yiannopoulos reserves all rights and remedies against Simon & Schuster; nothing in this letter shall be deemed to waive any such rights or remedies.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Weingart".

Jeffrey Weingart