

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

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PJT PARTNERS LP,

Index No.:

Plaintiff,

- against -

SUMMONS

REDBOX ENTERTAINMENT INC.,

Plaintiff designate New York
County as the place of trial

Defendant.

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TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorneys within twenty (20) days after service of this summons, exclusive of the day of service; or within thirty (30) days after completion of service where the service is made in any other manner than by personal delivery within the state; and in case of your failure to appear or answer, judgment will be taken against you by default, for the relief demanded in the complaint.

Venue is proper in New York County pursuant to NY CPLR 501.

Dated: New York, New York
January 19, 2024

FOX ROTHSCHILD LLP

/s/ Mitchell Berns

Mitchell Berns

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Attorneys for Plaintiff PJT Partners LP

TO: Redbox Entertainment Inc.
c/o Chicken Soup for the Soul Entertainment, Inc.
132 East Putnam Avenue, Floor 2W
Cos Cob, Connecticut 06807
Attn: Chris Mitchell, Chief Financial Officer

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

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PJT PARTNERS LP,

Index No.:

Plaintiff,

- against -

COMPLAINT

REDBOX ENTERTAINMENT INC.,

Defendant.

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Plaintiff PJT Partners LP (“PJT Partners”) alleges for its complaint against defendant Redbox Entertainment Inc.:

BREACH OF CONTRACT CAUSE OF ACTION

1. This is a breach of contract claim for a transaction fee earned and payable for services rendered pursuant to an investment banking engagement agreement.

2. Plaintiff PJT Partners is an investment banking and financial advisory firm organized as a Delaware limited partnership.

3. Defendant Redbox Entertainment Inc. (“Redbox”) is a Delaware corporation. Redbox is an entertainment company that gives consumers access to a variety of content across digital and physical media.

4. The parties have contractually agreed to the jurisdiction and venue of this Court.

5. In an agreement dated February 19, 2022 (“Agreement”), Redbox engaged PJT Partners to provide investment banking services to Redbox with respect to, among other things, a possible “Transaction.”

6. The term “Transaction” is defined in the Agreement to mean “the sale, merger or other disposition of all or a material portion of the Company or its assets.”

7. The term “Company” is defined in the Agreement to mean Redbox “together with its affiliates and subsidiaries.”

8. PJT Partners performed its obligations under the Agreement by furnishing investment banking and/or financial advisory services to Redbox in accordance with its terms.

9. On May 11, 2022, Chicken Soup for the Soul Entertainment, Inc. (“Chicken Soup”) publicly announced a definitive agreement with Redbox to acquire Redbox.

10. On August 11, 2022, Chicken Soup acquired Redbox (“Sale”).

11. The Sale constitutes a Transaction pursuant to the terms of the Agreement.

12. The Agreement provides that PJT Partners is to be paid “upon the consummation of a Transaction, a Transaction fee (“Transaction Fee”) payable in cash at the closing of such Transaction directly out of the proceeds of the Transaction calculated as 1.5% of the Transaction Value.”

13. Pursuant to the Agreement, the Transaction Value in respect of the Sale is \$398,249,411.49. Thus, the Transaction Fee in respect of the Sale is \$5,973,741.17, which equals 1.5% of the Transaction Value.

14. At the time the Sale occurred, PJT Partners provided Redbox with an invoice for the Transaction Fee, which Redbox did not dispute. However, Redbox failed to pay the Transaction Fee at the time of Sale as required by the Agreement.

15. On October 25, 2022, Redbox acknowledged in writing that the Transaction Fee in the amount of \$5,973,741.17 was then due and payable by Redbox to PJT Partners.

16. On December 8, 2022, Redbox and PJT Partners entered into a letter agreement (the “December 2022 Letter Agreement”) pursuant to which Redbox (a) acknowledged that the Transaction Fee in the amount of \$5,973,741.17 was then due and payable by Redbox to PJT Partners and (b) agreed to pay PJT Partners (i) \$1,000,000 on December 8, 2022, (ii) \$1,000,000 on December 28, 2022; and (iii) \$3,973,741.17 on the earlier of (A) the closing of Redbox’s asset-backed loan financing which Redbox was then pursuing and (B) January 31, 2023.

17. Redbox made the first two payments due under the December 2022 Letter Agreement but failed to pay PJT Partners the amount of \$3,973,741.17 that was due thereunder on or prior to January 31, 2023.

18. On February 21, 2023, Redbox and PJT Partners entered into a letter agreement (the “February 2023 Letter Agreement”) pursuant to which Redbox (a) acknowledged that the amount of \$3,973,741.17 remained due and payable by Redbox to PJT Partners and (b) agreed to pay PJT Partners (i) \$100,000 on or prior to February 24, 2023, (ii) \$400,000 on or prior to March 6, 2023, (iii) \$500,000 on or prior to March 15, 2023, (iv) \$1,000,000 on or prior to April 1, 2023, (v) \$1,000,000 on or prior to April 30, 2023, and (vi) \$973,741.17 on or prior to May 31, 2023.

19. Redbox made the first payment due under the February 2023 Letter Agreement in the amount of \$100,000 but failed to make any additional payments.

20. On March 21, 2023, Redbox and PJT Partners entered into a letter agreement (the “March 2023 Letter Agreement”) pursuant to which Redbox (a) acknowledged that the amount of \$3,873,741.17 remained due and payable by Redbox to PJT Partners and (b) agreed to pay PJT Partners (i) \$1,000,000 on or prior to April 1, 2023, (ii) \$1,000,000 on or prior to April

15, 2023, (iii) \$650,000 on or prior to April 30, 2023, (iv) \$650,000 on or prior to May 15, 2023, and (v) \$573,741.17 on or prior to May 31, 2023.

21. On or about April 2, 2023, Redbox paid \$500,000 of the amount due under the March 2023 Letter Agreement but failed to make any additional payments.

22. On April 3, 2023, Redbox and PJT Partners entered into a letter agreement (the “April 2023 Letter Agreement”) pursuant to which Redbox (a) acknowledged that the amount of \$3,373,741.17 remained due and payable by Redbox to PJT Partners and (b) agreed to pay PJT Partners (i) \$1,000,000 on or prior to April 15, 2023, (ii) \$250,000 on or prior to April 21, 2023, (iii) \$900,000 on or prior to April 30, 2023, (iv) \$650,000 on or prior to May 15, 2023, and (v) \$573,741.17 on or prior to May 31, 2023.

23. The April 2023 Letter Agreement also provides that, upon any failure to make a payment when due, the entire unpaid balance due under the agreement shall become immediately due and payable.

24. Redbox failed to pay any of the amounts due under the April 2023 Letter Agreement and the due dates for all payments have passed.

25. As a result of this default, Redbox owes PJT Partners \$3,373,741.17, none of which has been paid.

26. Pursuant to Attachment A of the Agreement, Redbox is obligated to pay PJT Partners’ attorneys’ fees and expenses in connection with enforcing the terms of the Agreement.

27. Redbox breached the Agreement and damaged PJT Partners by failing to pay PJT Partners the entire Transaction Fee.

WHEREFORE, plaintiff PJT Partners LP demands judgment against defendant Redbox Entertainment Inc. in the amount of \$3,373,741.17, plus pre-judgment interest, its attorneys' fees and expenses, its costs and disbursements, and such other relief as this Court deems just.

Dated: New York, New York
January 19, 2024

FOX ROTHSCHILD LLP

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