

# **Exhibit E**

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

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	:	
CANAL PRODUCTIONS, INC.,	:	
	:	
Plaintiff,	:	
	:	<b><u>COMPLAINT</u></b>
	:	
-against-	:	
	:	
GRAHAM CHASE ROBINSON	:	
a/k/a CHASE ROBINSON,	:	
	:	
Defendant.	:	
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Plaintiff Canal Productions, Inc. (“Canal”) by its attorneys, Tarter Krinsky & Drogin LLP, as and for its Complaint against Graham Chase Robinson a/k/a Chase Robinson (“Robinson” or “Defendant”), alleges as follows:

**NATURE OF THE CLAIMS**

1. This lawsuit seeks economic damages from a disloyal employee who, despite being in a trusted position, repeatedly and methodically abused her position to misappropriate her employer’s funds and property for her personal gain.

2. More specifically, Robinson: (a) charged hundreds of thousands of dollars in personal expenses on Canal’s American Express card; (b) used and converted millions of Canal’s frequent flyer miles for her personal use; (c) improperly “reimbursed” herself from Canal’s petty cash account for personal and luxury items; (d) submitted false information in order to be paid for 96 days of “unused” vacation time; and (e) loafed during working hours, binge-watching astounding hours of TV shows on Netflix.

3. Canal brings this action against Robinson, a former employee, for breaching her fiduciary duties, violation of the faithless service doctrine and conversion.

### **JURISDICTION AND VENUE**

4. The Court has subject matter jurisdiction over the action pursuant to the general jurisdiction of the Supreme Court of the State of New York.

5. Venue is proper in this county pursuant to CPLR §503 because the Plaintiff resides in New York County; and many of the acts and transactions complained of occurred in New York County.

### **PARTIES**

6. Canal is a foreign corporation registered to do business in New York, with its principal place of business located at 375 Greenwich Street in Manhattan.

7. Robinson is an adult that resides in the State of New York, County of New York.

### **FACTUAL BACKGROUND**

8. Canal is a business that contracts the services of Robert De Niro to third parties. In or about 2008, Robinson was hired by Canal to serve as an assistant to Mr. De Niro.

9. From 2008 to 2019, Canal would typically have three (3) full time assistants to oversee its office, arrange travel and scheduling for Mr. De Niro and handle other administrative tasks.

10. Since in or about 2012, Robinson's role evolved to overseeing Canal's office operations. This included supervising and directing employees, developing and implementing

employment policies, recommending hiring, discharge and discipline decisions, and generally working to maintain Canal's day to day operations in a smooth and efficient manner.

11. In or about 2017, Robinson requested a title change to "Vice President of Production & Finance."

12. Mr. De Niro granted this request and increased her duties and responsibilities to include monitoring and ensuring that there was no misuse, waste or theft with respect to credit card charges, use of petty cash and/or airline travel by Canal staff. In short, she was responsible for ensuring that Canal was not being used by employees for their personal gain or expenses.

13. Throughout her employment, the growth and evolution of her position caused and required Robinson to have detailed knowledge of Canal's finances, policies, practices and procedures that were not known to all other employees.

14. In connection with her duties and responsibilities, and on her request, Robinson was made a co-account manager to Canal's American Express card. Robinson was authorized to use the credit card for legitimate and bona fide expenses relating to Canal's business.

15. Robinson's position required Mr. De Niro to place full faith, trust and confidence in her that she would carry out her duties and responsibilities in Canal's best interests, mindfully overseeing the finances and other employees.

16. Robinson understood that loyalty and honesty were essential parts of her job, and that her role, in part, was to protect and be a watchdog for Canal's assets.

17. In recognition of the importance of her position, Robinson was paid generously. In 2017 she earned over \$175,000. In 2018 she earned over \$225,000. In 2019 she was being compensated at an annual rate of \$300,000.

18. Beginning in early 2019, suspicions arose regarding Robinson's honesty, integrity, work ethic and motivation.

19. On April 6, 2019, via email, Robinson abruptly resigned her position at Canal. In her resignation email, Robinson acknowledged, but brushed off as "ridiculous," mounting concerns about her withholding information, engaging in an act of corporate sabotage, stealing property and not being diligent, professional or helpful.

20. Shortly thereafter, and in connection with Robinson's sudden resignation and mounting concerns, Canal's accountants initiated a review of various books and records, including Canal's American Express card, petty cash and frequent flyer miles.

21. In June 2019, Robinson penned a "recommendation letter" for herself and asked Mr. De Niro to sign it. He refused. Filled with half-truths, mistruths and hyperbole, Robinson did correctly state that as part of her duties and responsibilities for Canal she "was able to identify areas of vulnerability and implement new systems not only for financial matters but in the areas of compliance and employee benefits." Sadly, these are precisely the areas that she exploited and abused in order to feather her own nest.

#### **Improper Reimbursement for Personal Expenses**

22. On occasion, Canal employees would use personal funds to purchase goods and services on behalf of Canal. To obtain reimbursement, documentation was required to be submitted to Robinson for "approval." Based on her position of trust, Robinson was permitted to "approve" her own submissions for reimbursement of business-related expenses. In other cases, employees would request funds directly from petty cash to be used towards Canal's business expenses.

23. From in or about January 2018 through April 6, 2019, Robinson submitted, approved and received reimbursement or direct payments under false pretenses for personal services and items, such as iPhones, a Louis Vuitton handbag and a dog sitter. None of these purchases were authorized or otherwise permitted or expended in connection with her employment or any other valid business purpose.

**Unauthorized Charges on Canal's American Express Card**

**Taxi Driver Books**

24. At Robinson's suggestion, Mr. De Niro agreed to autograph a number of collectable coffee table books (based on the film "Taxi Driver") to be donated to charities and given as gifts to some of his close personal friends.

25. In or about March 2018, Robinson represented to Canal that she needed to fly to Los Angeles to receive the signed "Taxi Driver" books and deliver them to various people in Los Angeles.

26. Mr. De Niro approved the trip based upon Robinson's representation that she would be working and delivering the books while in Los Angeles.

27. Robinson flew to Los Angeles on March 9, 2018 using Canal's frequent flyer miles.

28. Robinson stayed at the Montage Hotel in Los Angeles and used Canal's American Express card to pay the \$2,608.66 bill.

29. Robinson rented a car in Los Angeles and used Canal's American Express card to pay the \$729.28 for the rental car.

30. Robinson took \$458 from Canal's petty cash for expenses she incurred during her stay in Los Angeles and charged an additional \$319 on Canal's American Express card for Ubers and taxis, despite having rented a car.

31. Robinson also used Canal's American Express card to pay \$604.51 for a dinner at Nobu and \$156.05 for a lunch while in Los Angeles, ostensibly for "business."

32. Robinson returned from Los Angeles to New York on March 11, 2018; on a flight paid for with Canal's frequent flyer miles.

33. In fact, the "Taxi Driver" books were being delivered to Los Angeles on March 12, 2018, the day after Robinson flew back to New York. Upon information and belief, Robinson traveled to and from Los Angeles at Canal's expense to attend a friend's birthday party and for no valid business purpose.

34. Mr. De Niro would not have approved the trip if he knew Robinson would not be working but rather going to Los Angeles to attend a social event unrelated to Canal's business.

### **Paola's Restaurant**

35. Paola's is a restaurant located 1295 Madison Avenue in Manhattan.

36. On information and belief, at all times relevant to this action, Robinson lived within a few blocks of Paola's restaurant.

37. During the period between in or about May 2017 and April 2019, Robinson, without proper authorization, permission or valid business purpose, used the Canal American Express card to charge approximately \$12,696.65 for food, drinks and gratuities at Paola's.

**Flowers by Philip**

38. Flowers by Philip is a flower store located at 1311 Lexington Avenue in Manhattan.

39. During the period between in or about June 2017 through on or about April 6, 2019, Robinson, without proper authorization, permission or valid business purpose, used Canal's American Express card to charge over \$3,000 for flowers and/or other items from this store that were delivered or taken to her residence. This included a \$1,311.94 arrangement to which she treated herself for her birthday.

**Groceries**

40. Whole Foods is a grocery store located at 1551 Third Avenue in Manhattan.

41. Dean & DeLuca is a grocery store located at 1150 Madison Avenue in Manhattan.

42. During the period between in or about May 2017 through about April 2019, Robinson, without proper authorization, permission or valid business purpose, used Canal's American Express card to purchase groceries from Whole Foods and/or Dean & DeLuca in the amount of \$8,923.20.

**Personal transportation**

43. During the period between May 2017 through April 2019, Robinson, without proper authorization, permission or valid business purpose, used Canal's American Express card to pay for personal taxis and Uber rides in the amount of approximately \$32,000.

**Conversion of Frequent Flyer Miles**

44. From in or about 2017 through April 2019, use of Canal's and Mr. De Niro's American Express cards generated approximately eight million (8,000,000) frequent flyer miles.

45. Upon information and belief, from in or about 2017 through April 2019, without permission, proper authorization or valid business purpose, Robinson used approximately three million (3,000,000) of Mr. De Niro's frequent flyer miles for her personal trips and vacations.

46. Upon information and belief, between January 28, 2019 and March 18, 2019, without permission or proper authorization, Robinson transferred approximately five million (5,000,000) frequent flyer miles from Canal's American Express account to her personal account.

47. Canal and Mr. De Niro have demanded that Robinson return the frequent flyer miles, but she has failed to do so.

48. Upon information and belief, the frequent flyer miles converted by Robinson are valued at more than \$125,000.

#### **Falsification to Obtain Paid Vacation Time**

49. In and about 2014, Robinson was authorized to take 19 paid vacation days. At the end of 2014 Robinson advised Canal's accountant that she had used only 3 vacation days and sought payment for the 16 "unused" days. Based upon Robinson's representation, which is now known to be false, Canal paid Robinson for 16 days of unused vacation. In fact, as her emails now reveal, Robinson took several vacations which, in the aggregate, exceeded 19 days.

50. In and about 2015, Robinson was authorized to take 19 paid vacation days. At the end of 2015 Robinson advised Canal's accountant that she had used only 1 vacation day and sought payment for the 18 "unused" days. Based upon Robinson's representation, which is now known to be false, Canal paid Robinson for 18 days of unused vacation. In fact, as her emails now reveal, Robinson took several vacations which, in the aggregate, exceeded 19 days.

51. In and about 2016, Robinson was authorized to take 19 paid vacation days. At the end of 2016 Robinson advised Canal's accountant that she had not used any of her vacation days and sought payment for the 19 "unused" days. Based upon Robinson's representation, which is now known to be false, Canal paid Robinson for 19 days of unused vacation. In fact, as her emails now reveal, Robinson took several vacations which, in the aggregate, exceeded 19 days.

52. In and about 2017, Robinson was authorized to take 20 paid vacation days. At the end of 2017 Robinson advised Canal's accountant that she had not used any of her vacation days and sought payment for the 20 "unused" days. Based upon Robinson's representation, which is now known to be false, Canal paid Robinson for 20 days of unused vacation. In fact, as her emails now reveal, Robinson took several vacations which, in the aggregate, exceeded 20 days.

53. In and about 2018, Robinson was authorized to take 23 paid vacation days. At the end of 2018 Robinson advised Canal's accountant that she had not used any of her vacation days and sought payment for the 23 "unused" days. Based upon Robinson's representation, which is now known to be false, Canal paid Robinson for 23 days of unused vacation. In fact, as her emails now reveal, Robinson took several vacations which, in the aggregate, exceeded 23 days.

54. As a result of foregoing, Robinson collected in excess of \$70,000 by falsely claiming that she had not used 96 vacation days between 2014 and 2018.

#### **Binging, Loafing and Theft of Time**

55. Robinson's position required her to spend her time focused on scheduling and coordinating Mr. De Niro's work obligations while also overseeing aspects of Canal's operations. The duration of her relationship with Mr. De Niro and the trust he had instilled in her resulted in her having autonomy as to the means and manner her services were performed.

56. In 2019 Robinson rarely worked from Canal's office. When in the office or speaking with co-workers, she had made it known that she enjoyed shows like "Friends," "Arrested Development," and "Schitt's Creek."

57. A review of Canal's Netflix account, to which she had access, indicates that Robinson spent astronomical amounts of times accessing these shows, not only on weekends and holidays.

58. For example, over the 4-day period between Tuesday, January 8 and Friday, January 11, 2019, 55 episodes of "Friends" were accessed (which carried over to an impressive 32 episodes on Saturday, January 12 alone). Twenty-seven (27) episodes were accessed on Monday, January 14 and the final 12 episodes, leading to the series finale, were accessed on Tuesday, January 15, yet another workday. Over \$300 in charges from Paola's were also placed on Canal's American Express card on these dates.

59. This was not an isolated occurrence. For example, during four of the five workdays between Monday, March 25, 2019 and Friday, March 29 (excluding March 27), Robinson's Netflix account was accessed to watch: 20 episodes of "Arrested Development" and 10 episodes of "Schitt's Creek."

60. Watching shows on Netflix was not in any way part of or related to the duties and responsibilities of Robinson's employment and, on information and belief, was done for her personal entertainment, amusement and pleasure at times when she was being paid to work.

61. Robinson was not responsible or connected in any way with respect to the development of any artistic material for Canal.

62. Upon information and belief, Robinson's bingeing also included fine food charged to Canal on its American Express card. For example, it appears that on January 9, 2019, Robinson

binge-watched twelve (12) episodes of “Friends,” ordered lunch from the delivery service “Caviar San Francisco” and thereafter had dinner at Paola’s Restaurant. Both the lunch and dinner bills were charged on Canal’s American Express card and were neither authorized, permitted, nor associated with any valid business purpose.

63. At no time did Robinson ever reimburse Canal or Mr. De Niro for the personal charges she placed on Canal’s American Express card or offer to do so.

**FIRST CAUSE OF ACTION**  
**(Breach of Fiduciary Duty)**

64. Plaintiff repeats and realleges the allegations in paragraphs 1 through 63 as if fully set forth herein.

65. Defendant was employed at Canal in a position of trust and confidence.

66. As an employee of Canal, Defendant owed Canal a fiduciary duty. By virtue of this duty, the Defendant was prohibited from acting in a disloyal manner, or in any way inconsistent with that fiduciary relationship.

67. Defendant’s aforesaid conduct constitutes a breach of the fiduciary duty Defendant owed to the Plaintiff.

68. As a consequence of the Defendant’s foregoing breach of her fiduciary duty Plaintiff has been injured, for which it is entitled to recover damages including but not limited to financial loss, loss of good will and reputation, compensatory and special damages in an amount to be proved and determined at trial.

**SECOND CAUSE OF ACTION**  
**(Breach of Duty of Loyalty)**

69. Plaintiff repeats and realleges the allegations in paragraphs 1 through 68 as if fully set forth herein.

70. Defendant was employed at Canal in a position of trust and confidence.

71. As an employee of Canal, Defendant owed Canal a duty of loyalty, honesty and fidelity. By virtue of these duties, Defendant was prohibited from acting in a disloyal manner, or in any way inconsistent with that trust relationship.

72. Pursuant to the faithless servant doctrine, Defendant was obligated to be loyal to Canal and was prohibited from acting in a manner inconsistent with its or his agency or trust and was bound to exercise the utmost good faith and loyalty in the performance of her duties.

73. The Defendant's aforesaid conduct constitutes a violation of her duty of loyalty rendering her liable as a faithless servant.

74. The Defendant's improper activities were related to the performance of her duties.

75. The Defendant's disloyalty permeated the Defendant's services in the most material and substantial parts.

76. As a proximate result of the Defendant's conduct, which constitutes a cause of action pursuant to the faithless servant doctrine, Plaintiff has been injured, for which it is entitled to recover damages including but not limited to the return of wages, bonuses and other compensation paid to the Defendant, financial loss, loss of good will and reputation, compensatory and special damages in an amount to be proved and determined at trial.

**THIRD CAUSE OF ACTION**  
**(Conversion)**

77. Plaintiff repeats and realleges the allegations in paragraphs 1 through 76 as if fully set forth herein.

78. Throughout Defendant's employment, she took the above-mentioned property from Canal's possession and converted the same to her own use.

79. Defendant's acts were illegal, malicious, and reckless with the purpose of intentionally damaging the Plaintiff.

80. Plaintiff is entitled to possession of the cash, property and frequent flyer miles that remain in the care, custody, control or possession of the Defendant.

81. As a consequence of the Defendant's wrongful conduct, the Plaintiff has been injured, for which they are further entitled to recover damages including but not limited to financial loss, loss of good will and reputation, compensatory and special damages in an amount to be proved and determined at trial.

**FOURTH CAUSE OF ACTION**  
**(Fraud)**

82. Plaintiff repeats and realleges the allegations in paragraphs 1 through 81 as if fully set forth herein.

83. On various occasions as set forth above, Defendant made false statements and/or omissions, with knowledge of their falsity, with the intent to induce Plaintiff's reliance thereon.

84. Plaintiff justifiably relied on such false representations and omissions and would have conducted itself differently had it known the truth.

85. As a consequence of the Defendant's wrongful conduct, the Plaintiff has been injured, for which it are further entitled to recover damages including but not limited to financial loss, loss of good will and reputation, compensatory and special damages in an amount to be proved and determined at trial.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully requests the following relief against Defendant:

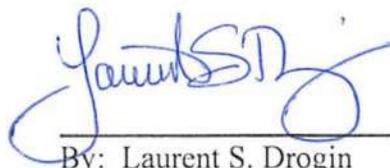
Entry of a judgment granting all the Plaintiff's claims in their entirety and:

1. Awarding monetary damages including, but not limited to, disgorgement of all compensation, in whatever form, paid to or taken by Defendant during such period(s) of her disloyalty and violation of the faithless servant doctrine, in an amount to be determined at trial, but not less than \$3 million; and
2. Awarding monetary damages for the value of the funds and property misappropriated by Defendant during her employment in an amount to be determined at trial, but not less than \$3 million; and
3. Directing Defendant to return to the Plaintiff all cash, goods and frequent flyer miles that remain in her care, custody, control or possession; and
4. Awarding interest to Plaintiff on all monies found to be owed by Defendant at the statutory rate of 9.00% per annum; and
5. Awarding Plaintiff recovery of its reasonable costs and attorneys' fees incurred in prosecuting this lawsuit; and

6. Granting such other and further relief as the Court deems just, proper and equitable.

Dated: New York, New York  
August 16, 2019

Yours, etc.  
TARTER KRINSKY & DROGIN LLP  
*Attorneys for Plaintiff*



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