

**SUPREME COURT OF THE STATE OF NEW YORK**  
**COUNTY OF ORANGE** \_\_\_\_\_ x

Index #:  
**2009 - 06464**

CODY CONNELLY

Plaintiff,

**VERIFIED  
COMPLAINT**

- against -

ORANGE COUNTY CHOPPERS, INC.;  
ORANGE COUNTY CHOPPERS TALENT, LLC; ORANGE  
COUNTY CHOPPERS TOURS AND ENDORSEMENTS,  
LLC; ORANGE COUNTY CHOPPERS VEHICLES AND  
MAINTENANCE, LLC and PAUL TEUTUL, SR, individually,

Defendant(s)

\_\_\_\_\_ x

CODY CONNELLY, ("Plaintiff), by his attorney(s), Law Office of Charlotte Anderson-Bedford, upon personal knowledge as to matters relating to himself and upon information and belief as to all other matters, alleges the following for its Complaint herein:

**Nature of Action**

1. This is an action to recover damages for defendants', ORANGE COUNTY CHOPPERS INC. et al ("Defendants") unlawful and unauthorized use of Plaintiff's name and likeness; invasion of privacy; breach of contract; breach of an implied contract; failure to pay for services rendered; unjust enrichment and fraud in the amount of Two Hundred Fifty Thousand Dollars (\$250,000). Defendants refuse to fairly and adequately compensate Plaintiff for usage, services provided and other contractual obligations.

**The Parties**

2. Plaintiff CODY CONNELLY was and still is a resident of Orange County, Town of Newburgh, State of New York.

3. Plaintiff is a former employee of Defendants.

4. During the times mentioned herein, Plaintiff also appeared as a character on the reality television series called "American Chopper" on behalf of and in association with the Defendants.

5. Upon information and belief, Defendants ORANGE COUNTY CHOPPERS, INC, ORANGE COUNTY CHOPPERS TALENT, LLC; ORANGE COUNTY CHOPPERS TOURS AND ENDORSEMENTS, LLC; ORANGE COUNTY CHOPPERS VEHICLES AND MAINTENANCE, LLC are each companies incorporated in the state of New York and whose registered office is located at 14 Crossroads Court, Newburgh, New York, 12550, and/or 10 Factory Road, Montgomery, New York 12549.

6. Upon information and belief, Defendant, PAUL TEUTUL, SR is an individual residing at 95 Judson Road, Montgomery, New York 12549.

#### **Jurisdiction and Venue**

7. This Court has jurisdiction over this matters and these Defendants pursuant to CPLR § 302 because Defendant transacted business in Orange County, State of New York.

8. Venue is proper in this Court because the acts and omissions giving rise to the claims set forth herein took place in Orange County, State of New York.

#### **Statute of Limitations**

9. This action is timely pursuant to the six (6) year Statute of Limitations in New York Civil Practice Laws and Rules § 213(2) governing actions related to contractual obligations.

On or about June 2001 Plaintiff began employment as an assistant in Defendant(s) bike shop called Orange County Choppers located at 27 Stone Castle Road, Rock Tavern, NY 12575.

11. Plaintiff was approximately 14 years of age at the time his employment began and approximately 20 years of age when his employment terminated.

12. Plaintiff's employment was continuous until on or about August 24, 2007, with the exception of a period from September 2005 to March 2006 in which Plaintiff was awarded a scholarship from and attended The American Motorcycle Institution, Daytona Beach, FL. to receive his mechanic certification.

13. Defendants held Plaintiff's position open for him during that time and Plaintiff returned to work for Defendants immediately after completing the course.

14. On or about September, 2002 the Orange County Choppers bike shop along with Paul Teutul, Sr, Paul Teutul, Jr., Plaintiff and a few other Orange County Chopper employees (the "Crew") became the subject matter of a Discovery Communications and Pilgrim Films reality series called "American Chopper" (the "Show").

15. The first Pilot Show of Orange County Choppers and the Crew aired on the Discovery Channel on or about September 29, 2002.

16. The second Pilot Show aired on or about January 19, 2003 and featured Plaintiff as a principal character labeling him "a young fabricating prodigy".

17. After the success of the two Pilot Shows, including the one that featured Plaintiff, the Show became a regular reality TV series.

18. Thereafter, on behalf of Orange County Choppers, and with the reliance and expectation of payment for services rendered, Plaintiff appeared and participated in approximately 92 additional episodes of the Show beginning in Season 1 (2003) and ending in Season 4 (2008). To date Plaintiff has only received payment for 31 episodes.

19. Plaintiff also appeared, attended and participated in numerous events, shows, festivals and autograph signings on behalf of and at the request of Orange County Choppers.

20. In an episode of the Show occurring on or about June 30, 2003, before millions of viewers, defendant PAUL TEUTUL, SR. gifted to Plaintiff the motorcycle known as the "Old School Chopper" (the "Chopper") that Plaintiff helped design. To date the Chopper has not been delivered to Plaintiff.

21. After Plaintiffs departure from employment with Orange County Choppers on or about August 24, 2007, Plaintiff learned that Defendants continued to use and market various items bearing Plaintiff's name and likeness without Plaintiff's permission and with complete and blatant disregard for the laws, specifically, New York Civil Rights Laws §§ 50-51 which expressly prohibit such use.

Upon information and belief, items included various posters, coloring books and other merchandise items currently known to Plaintiff but within Defendants knowledge. To date Plaintiff has not been compensated for the use of his name and likeness, nor has he received any monies earned by the Defendants for the sale of said merchandise.

22. To date, all past negotiations have failed and Plaintiff has only been compensated for 31 of the 93 episodes that Plaintiff appeared and participated in, has not been compensated for any event appearances occurring between 2003 and 2006; and has not been compensated at all for the use of his name and likeness by Defendants.

**AS AND FOR A FIRST CAUSE OF ACTION**

(Breach of contract)

23. Plaintiff hereby incorporates by reference Paragraphs 1 through 22 of Plaintiff's Complaint.

24. Plaintiff provided services to Defendants from 2003 through 2006 based upon a reliance and representation that Plaintiff would be duly compensated for such services.

25. Defendants breached the contract by failing to compensate Plaintiff for such services.

26. Defendants also promised to give Plaintiff the Chopper and have breached the contract by failing to deliver the Chopper to Plaintiff.

27. As a result of Defendant's breaches, Plaintiff suffered damages in the amount of Seventy-eight Thousand Dollars, (\$78,000) plus interest.

**AS AND FOR A SECOND CAUSE OF ACTION**

(Breach of Implied Contract)

28. Plaintiff hereby incorporates by reference Paragraphs 1 through 27 of Plaintiff's Complaint.

29. Defendant agreed to and accepted Plaintiff's services with the full and complete understanding that said services were valuable and required monetary consideration. Defendants breached their obligation to compensate Plaintiff for services rendered.

30. As a result of Defendants' breach, Plaintiff has suffered damages in the amount of Seventy-eight Thousand Dollars, (\$78,000) plus interest.

**AS AND FOR A THIRD CAUSE OF ACTION**

(Invasion of Right of Privacy)

31. Plaintiff hereby incorporates by reference Paragraphs 1 through 30 of Plaintiff's Complaint.

32. In direct violation of New York Civil Rights Laws §§ 50-51, Defendants appropriated Plaintiff's name and likeness without his written consent and for Defendants own personal gain.

33. As a result of Defendants' actions Plaintiff has suffered compensatory and punitive damages in the amount of One Hundred Seventy-two Thousand Dollars (\$172,000) plus interest.

**AS AND FOR A FOURTH CAUSE OF ACTION**

(Fraud)

34. Plaintiff hereby incorporates by reference Paragraphs 1 through 33 of Plaintiff's Complaint.

35. Defendants fraudulently represented that Plaintiff was to receive payment for his services and the Chopper as a gift and Plaintiff relied on those representations. Defendants have not yet delivered the Chopper as represented nor paid plaintiff for his participation and services.

36. As a result of Defendants fraudulent actions Plaintiff has suffered damages in the amount of Two Hundred Fifty Thousand Dollars (\$250,000), plus interest.

**AS AND FOR A FIFTH CAUSE OF ACTION**

(Unjust Enrichment)

37. Plaintiff hereby incorporates by reference Paragraphs 1 through 36 of Plaintiff's Complaint.

38. Defendants received the benefit of obtaining Plaintiff's valuable services, appearances and persona related to the Show, as well as using Plaintiff's name and likeness

without compensating Plaintiff for same. By receiving and retaining the value of these services Defendants have been unjustly enriched.

39. Compensation the Defendants rightfully owe Plaintiff inured directly to Defendants' benefit due to the nonpayment for same.

40. As a result of Defendants' unjust enrichment Plaintiff has suffered damages in the amount of Two Hundred Fifty Thousand Dollars (\$250,000).

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment as follows:

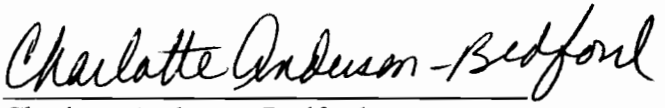
Damages in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for services rendered; the value of the Chopper; and for the unlawful use of Plaintiff's name and likeness.

An Order directing that Plaintiff receive a proportionate share of any and all future revenues derived from the airing of, syndication of, reproduction of, or any future display of Plaintiff's appearances and/or performances related to the Show.

Attorney's fees and other costs, including all expenses and disbursements in connection with this action; and

Such other and further relief as the Court deems just and proper.

Dated: May 29, 2009  
New York, New York

  
By: Charlotte Anderson-Bedford  
Attorney for Plaintiff