

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

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<b>PR CONSULTING, INC.,</b>		:	<b>Index No.        / 2018</b>
		:	
<b>Plaintiff,</b>		:	<b>COMPLAINT</b>
		:	
<b>-against-</b>		:	
		:	
<b>LUKA SABBAT,</b>		:	
		:	
<b>Defendant.</b>		:	
		:	
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Plaintiff PR Consulting, Inc. (“PRC”), by its attorneys, Wrobel Markham LLP, as and for its Complaint against Luka Sabbat (“Sabbat”) alleges as follows:

1. PRC is a corporation organized and existing under the laws of the State of New York, with its principal place of business located in New York County.
2. PRC is in the business of providing public relations services to its clients.
3. Upon information and belief, Sabbat is an individual residing in Kings County, New York.
4. Pursuant to an Influencer Agreement dated September 15, 2018 (hereinafter the “Agreement”), PRC engaged Sabbat to create and post certain content on social media in connection with a “Spectacles Marketing Campaign” undertaken for PRC’s client, Snap, Inc.
5. Among other things, Sabbat agreed to create original content for a minimum of four (4) unique posts: one (1) Instagram Feed Post and three (3) Instagram Story posts. Two (2) of the Story posts were to be in New York, related to fashion shows and parties during New York Fashion Week (during the period of September 6, 2018 – September 12, 2018) and one (1)

Story post in was to be in Milan or Paris, related to fashion shows and parties during Fashion Week (during the period of September 19, 2018 – September 25, 2018 for Milan or the period of September 24, 2018 – October 2, 2018). For the concluding NYFW Instagram Story Post and one Instagram Story Post for Milan or Paris Fashion Weeks, Sabbat was to include a swipe-up CTA using a provided hyperlink. Additionally, Sabbat agreed to be photographed in public wearing product tied to the ‘Spectacles Marketing Campaign’ during Milan and Paris Fashion Weeks.

6. The Agreement further provided that each post was to be submitted to PRC for review and that Sabbat would provide PRC with analytics (reach, comments, likes and views for Instagram Stories) within 24 hours of the posting.

7. As consideration for the foregoing, PRC agreed to pay Sabbat the sum of \$60,000 of which \$45,000 was paid to Sabbat upon signing the Agreement.

8. Notwithstanding the foregoing, Sabbat only made one Instagram Feed Post and one Instagram Story post and failed to post 1 additional Instagram story in New York, with a swipe-up link, 1 Instagram story in Milan or Paris, with a swipe-link, and failed to be photographed in public at least once (1) in the aforementioned cities while wearing Spectacles product.

9. Furthermore, Sabbat did not submit the post to PRC prior to posting and failed to provide analytics to PRC for his first Instagram Story, as required by the Agreement. Analytics for his one Instagram feed post were provided past the agreed 24-hour mark from posting.

10. Based upon the foregoing, PRC declared Sabbat in breach of the Agreement and demanded that Sabbat return the \$45,000 that PRC paid him.

11. Sabbat admitted his default but nonetheless, refused to return any of the funds paid by to him PRC.

**FIRST CAUSE OF ACTION**  
(Breach of Contract)

12. PRC hereby repeats and realleges each and every allegation of paragraphs 1 through 11 above as if fully set forth herein.

13. As a result of the foregoing, Sabbat breached the terms of the Agreement with PRC and PRC is entitled to compensatory damages in the amount of \$45,000 plus interest and attorney's fees, together with incidental and consequential damages.

**SECOND CAUSE OF ACTION**  
(Unjust Enrichment)

14. PRC hereby repeats and realleges each and every allegation of paragraphs 1 through 11 above as if fully set forth herein.

15. As a result of the foregoing, Sabbat has been unjustly enriched and PRC is entitled to damages in the amount of \$45,000 plus interest and attorney's fees, together with incidental and consequential damages.

WHEREFORE, Plaintiff PR Consulting, Inc. demands judgment against Luka Sabbat as follows:

(a) On the First Cause of Action, damages in the amount of \$45,000 plus interest and attorney's fees, together with consequential and incidental damages;

(b) On the Second Cause of Action, damages in the amount of \$45,000 plus interest and attorney's fees, together with consequential and incidental damages;

(c) The costs and disbursements incurred in the within action, together with such other and further relief as the Court may deem just and proper.

Dated: New York, New York  
October 30, 2018

WROBEL MARKHAM LLP

By:   
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