

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

JARRET WILLIS and HARLAN GOLDBERG,

Plaintiffs,

vs.

BESPOKE REAL ESTATE LLC, BESPOKE LUXURY
MARKETING LLC, BESPOKE REAL ESTATE
FLORIDA LLC, CODY VICHINSKY, and ZACHARY
VICHINSKY,

Defendants.

Index No.:

COMPLAINT

**JURY TRIAL
DEMANDED**

Plaintiffs, JARRET WILLIS and HARLAN GOLDBERG (collectively, “Plaintiffs”), by their attorneys, ADAM LEITMAN BAILEY, P.C., complaining of Defendants BESPOKE REAL ESTATE LLC, BESPOKE LUXURY MARKETING LLC, BESPOKE REAL ESTATE FLORIDA LLC, CODY VICHINSKY, and ZACHARY VICHINSKY (collectively, “Defendants”), hereby allege as follows:

PRELIMINARY STATEMENT

1. This case concerns three related corporate defendants whose principals created a toxic atmosphere of racial and religious bigotry and discrimination and, over a period of years, subjected plaintiffs to an unending onslaught of abuse. They formed a real estate brokerage enterprise which, even as it sought to cater to the elite elements of society, embraced and perpetuated the basest aspects of prejudice, and demeaned its employees and contractors with a flood of pejoratives, not the least of which was a constant refrain of the words “nigger” and “kike,” in stark contrast to the refinement of the clientele whom the business sought and whom the plaintiffs, in spite of the abuse they endured, procured for it.

2. In so doing, the corporate defendants and their principals violated state and federal laws, both which barred discrimination in employment and contracting and which prohibited retaliation against those bringing violations of the law to the awareness of the public. Those who committed the transgressions as set forth below bore sufficient malice and hatred to brand one of the plaintiffs “Jafar,” after a villainous dark-skinned cartoon character. But it was they, and not plaintiffs, who acted in a cartoonish manner beneath the decency of any person with a conscience, and it is they and their misdeeds which shall share, in a metaphorical sense, Jafar’s fate as a prisoner of the lamp. They shall find themselves imprisoned economically by the damages that will be imposed upon them. And while bigotry is the evil genie that can never entirely be put back in the proverbial bottle from whence it came, when justice is done in this case, the defendants’ bigotry will face its just moral and legal admonishment and will be banished back into the darkness.

PARTIES

3. Plaintiff Jarret Willis (“Willis”) is a natural person who is domiciled in the State of New York.

4. Willis is of African American descent.

5. Plaintiff Harlan Goldberg (“Goldberg”) is a natural person.

6. Goldberg is Jewish.

7. Defendant Bespoke Real Estate LLC (“Bespoke RE”) is a limited liability company formed under the laws of the State of New York, with a principal place of business in the State of New York.

8. Defendant Bespoke Luxury Marketing LLC (“Bespoke Marketing”) is a limited liability company formed under the laws of the State of New York, with a principal place of business in the State of New York.

9. Defendant Bespoke Real Estate Florida LLC (“Bespoke Florida”) is a limited liability company.

10. Bespoke RE and Bespoke Florida are real estate brokerage firms that represent both buyers and sellers in residential real estate transactions. They represent both buyers and sellers. They participate only in deals in which the sale price is \$10 million or greater. Thus, they appeal to a wealthy clientele.

11. Bespoke Marketing ostensibly serves as the marketing arm for Bespoke RE and Bespoke Florida. It ostensibly performs marketing services for Bespoke RE and Bespoke Florida.

12. Bespoke RE, Bespoke Marketing, and Bespoke Florida (collectively, the “Bespoke Entities”) are related entities that share common ownership and common management with one another.

13. Bespoke RE and Bespoke Marketing, the first Bespoke Entities formed, were formed prior to 2019, in the State of New York.

14. Bespoke Florida was formed in or about March 2020.

15. Defendant Cody Vichinsky (“C. Vichinsky”) is a natural person who, upon information and belief, is a founding partner, and the president, of the Bespoke Entities.

16. Upon information and belief, C. Vichinsky is domiciled in the State of New York.

17. Defendant Zachary Vichinsky (“Z. Vichinsky”) is a natural person who, upon information and belief, is a founding partner, and the CEO and managing member, of the Bespoke Entities. (Collectively, C. Vichinsky and Z. Vichinsky are the “Vichinskys.”)

Venue

18. Venue as to the First, Second, Third, Seventh, and Ninth Causes of Action asserted herein by Willis is proper in this county because the Employment Agreement, as that term is defined below, provides for the courts located in the County of New York to be the exclusive

venue of any action in New York state courts for all matters arising out of, in connection with, or relating to the Employment Agreement. (*See* Exhibit 1, Employment Agreement, p. 3 ¶ 11.)

19. Venue as to the Fourth, Fifth, Sixth, and Eighth Causes of Action asserted herein by Goldberg is proper in this county because the Goldberg Agreement, as that term is defined below, provides for the courts located in the County of New York to be the exclusive venue of any action in New York state courts for all matters arising out of, in connection with, or relating to the Goldberg Agreement. (*See* Exhibit 2, Goldberg Agreement, p. 5, ¶ 13.)

Background

Willis's Employment with the Bespoke Entities

20. Willis began working for Bespoke RE in or about 2017 in the position of licensed real estate sales associate.

21. At all relevant times, Willis was a real estate salesperson duly licensed by the Department of State of the State of New York.

22. Throughout his time with Bespoke RE, Willis was involved with residential real estate sales for Bespoke, on behalf of both buyers and sellers, including persuading potential sellers to sell their properties and to use Bespoke RE as their broker, and managing the relationship between potential buyers and sellers throughout the course of the transaction.

23. Willis's work for Bespoke RE was part of the regular business of Bespoke RE.

24. At all relevant times, Willis had a vast interpersonal network of contacts. Throughout his employment with Bespoke RE, Willis drew from this network to bring to Bespoke RE a large number of clients and a tremendous amount of business.

25. On or about March 16, 2021, Willis entered into an agreement with Bespoke RE, effective as of March 15, 2021, entitled "Employment Agreement" (the "Employment Agreement") (Exhibit 1 hereto, Employment Agreement).

26. The Employment Agreement defined Bespoke RE as “Employer” and Willis as “Employee.” (Exhibit 1, Employment Agreement, p. 1.)

27. The Employment Agreement described the nature of Willis’s employment with Bespoke RE as follows:

EMPLOYMENT. Employer shall employ Employee as a Director of Referral and Collaboration Business Development. Employee accepts and agrees to be employed on the terms and conditions set out in this Agreement and agrees to be subject to the general supervision, advice and direction of Employer and Employer’s supervisory personnel. Employee shall perform all duties as are customarily performed by an employee in a similar position. Employee shall also perform all other duties Employer may assign to Employee from time to time. Please see Exhibit A for description of work and division overview.

(Exhibit 1, Employment Agreement, p. 1 § 1.)

28. The Employment Agreement provided that Willis would receive an annual starting salary of \$75,000, which was to be reviewed 74 days after the date of the Employment Agreement for a reduction to \$50,000 per year. (Exhibit 1, Employment Agreement, p. 1 § 2.) The Employment Agreement provided that Willis was to be paid biweekly (*id.* ¶ 2(A)), and would also receive compensation in the form of commissions on property sales pursuant to a formula in an exhibit to the Employment Agreement (*id.* ¶ 2(B) [citing Exhibit B to Employment Agreement]). Furthermore, the Employment Agreement provided that, “[i]n light of the nature of Employee’s position with Employer, Employee will be exempt from overtime laws.” (*Id.*)

29. The Employment Agreement prohibited Willis from

engag[ing], whether directly or indirectly, in any business or employment which is similar or in any way connected to or in competition with the business of Employer, its subsidiaries, affiliates, associates and joint ventures, or which may be considered by Employer in its entire unfettered opinion to impair Employee’s capability to act at all times in the best interests of Employer.

(Exhibit 1, Employment Agreement, pp. 1-2 ¶ 6.)

30. The Employment Agreement provided that “Employee’s employment shall be subject to all rules, regulations and policies of Employer as may be prescribed by Employer from time to time” (Exhibit 1, Employment Agreement, p. 2 ¶ 7.)

31. While Bespoke RE employed Willis under the Employment Agreement, Bespoke provided Willis with health insurance.

32. While working under the Employment Agreement, Willis performed work for Bespoke RE using a laptop computer that Bespoke had purchased and issued to him.

33. While working under the Employment Agreement, Willis transacted business for Bespoke RE using solely an email address, under the Bespoke Entities’ domain name, that Bespoke RE had issued to him.

34. Bespoke Parallel (“Bespoke Parallel”) was and is a division of Bespoke RE that operated in real estate markets in which Bespoke did not have a significant presence. Bespoke RE, at the time, had a significant presence in, among other locations, the Hamptons on New York’s Long Island, and New York City. Bespoke Parallel worked with other real estate brokerage firms with greater presences, and home offices, in other markets, in order to enable Bespoke RE to conduct purchase and sale transactions regarding properties in those markets, and to represent persons residing in those markets who wished to purchase or sell properties in markets in which Bespoke RE already had a significant presence.

35. In or about late March or April, 2021, Willis was promoted to the position of Vice President of Bespoke Parallel. Willis’s responsibilities as Vice President of Bespoke Parallel were to carry out the objectives of Bespoke Parallel, as described in paragraph 34 above. As Vice President of Bespoke Parallel, Willis built relationships with other brokers with existing offices in locations including Miami, Florida; Palm Beach, Florida; and Aspen, Colorado.

36. In or about April 2021, after entering into the Employment Agreement and being promoted to Vice President of Bespoke Parallel, Willis began performing work for Bespoke RE at Bespoke's principal office, which was located in New York State (the "New York Office"), four or five days per week. Willis did so through September or October 2021. Throughout his time as Vice President of Bespoke Parallel, Willis continued to perform his duties for Bespoke RE as a licensed real estate sales associate. Willis received from Bespoke RE, prior to, during, and after his holding the position of Vice President of Bespoke Parallel, commissions from real estate transactions brokered by Bespoke RE in which he was involved.

37. The New York Office was open only during the hours of approximately 9:00 a.m. to 6:00 p.m. each day while Willis worked under the Employment Agreement. Willis's ability to work on-site at the New York Office was limited to the hours in which the New York Office was open. He did not have a key to the door of the New York Office that permitted him to be at the office at other times.

38. Throughout the time Willis worked for Bespoke RE, each of the Vichinskys was Willis's supervisor. Each of the Vichinskys had the authority to assign work to Willis, take assigned work away from Willis, to promote or demote Willis, and to terminate Willis's employment with Bespoke.

39. From September or October 2021 to in or about April 2022, Willis temporarily relocated to Miami, Florida to work for Bespoke Florida in person with respect to property transactions in real estate markets in Miami, Florida and Palm Beach, Florida. Willis worked in Bespoke Florida's office in Miami, Florida during that time (the "Miami Office"), approximately four to five days per week from September or October 2021 to February 2022, and approximately two to three days per week from February 2022 to April 2022.

40. In April 2022, Willis returned to New York State and resumed working out of the New York Office. From April 2022 through mid-December 2022, Willis worked out of the New York Office approximately two or three days a week.

Goldberg's Employment with the Bespoke Entities

41. Beginning in or about April 2019, Goldberg worked for Bespoke RE and Bespoke Marketing, pursuant to an agreement between Goldberg and his wholly owned company, H Gold LLC ("Gold"), on the one side, and Bespoke RE and Bespoke Marketing on the other (the "Goldberg Agreement"). (See Exhibit 2 hereto, Goldberg Agreement.)

42. At all relevant times, Goldberg has received his compensation under the Goldberg Agreement through payments by the Bespoke Entities to Gold.

43. In or about March 2021, Goldberg became the president of Bespoke Florida.

44. Goldberg's responsibilities as president of Bespoke Florida included managing Bespoke Florida's Miami Office, and the procurement of buyers and/or sellers for residential real estate transactions brokered by Bespoke Florida.

45. When Goldberg became the president of Bespoke Florida, Gold ceased receiving compensation from Bespoke RE and Bespoke Marketing, and began receiving compensation from Bespoke Florida.

46. Goldberg's work for Bespoke Entities was part of the regular business of the Bespoke Entities.

47. As president of Bespoke Florida, Goldberg received an annual salary, which was paid to him in biweekly installments. Goldberg also received commissions on real estate transactions with Bespoke Florida in which he was involved.

48. While president of Bespoke Florida, Goldberg worked at the Miami Office on a regular schedule, working there all weekdays each week.

49. Z. Vichinsky worked at the Miami Office, and oversaw Goldberg's work. Goldberg reported to Z. Vichinsky on a daily basis.

50. Z. Vichinsky had authority to, and did, give work assignments to Goldberg and take them away from him.

51. Goldberg used only the Bespoke Entities' resources, not Goldberg's own, for his work. For example, Goldberg was permitted to use only a computer issued to him by the Bespoke Entities, and not Goldberg's own personal computer, to perform work for the Bespoke Entities.

52. Z. Vichinsky issued to Goldberg a debit card to be used to draw from Bespoke Entities' bank account.

Bespoke Entities' Hostile Work Environment

53. The Bespoke Entities' work environment was markedly hostile towards both African Americans and Jews, as well as other minority groups.

Racism in Bespoke Entities' Work Environment

54. Two persons who were normally present at the New York Office when Willis was working there, from March 2021 on, were Defendant C. Vichinsky and Lisa Kling ("Kling"), an employee of Bespoke.

55. In addition, between in or about June and in or about August in 2021 and 2022, Z. Vichinsky was normally present at the New York Office when Willis was working there.

56. Upon information and belief, Kling began working as an employee of Bespoke RE, at the New York Office, in or about January 2021.

57. Kling's initial position at Bespoke RE, when she began working at the New York Office, was that of secretary.

58. From the beginning of Willis's working out of the New York Office, whenever Willis was present, Kling would, on a daily basis, orally address Willis with a racial epithet, *i.e.*, the word "nigger." Kling thus directed racial epithets at Willis on a continuous basis.

59. Notwithstanding her overt racist abuse of Willis, Kling was promoted from secretary to C. Vichinsky's assistant in or about July 2021.

60. Beginning in or about July 2022, the seating arrangement at the New York Office was changed, and both of the Vichinskys' desks were relocated near Kling's desk, such that each of the Vichinskys could hear the racial epithets Kling was directing at Willis.

61. Despite the constant nature of Kling's racist abuse of Willis, to Willis's knowledge, Kling was reprimanded only once by either of the Vichinskys for doing so. On that one occasion, which occurred in or about August or September 2022, C. Vichinsky orally told Kling, "you'll put the company out of business" if she used such language.

62. Kling's racist abuse of Willis took written form as well. On or about August 17, 2022, Kling sent Plaintiff a text message in which she exclaimed, *inter alia*, "Happy birthday you nigger!!!!" (the "8/17/22 Text Message") (Exhibit 3 hereto).

63. In the afternoon of October 11, 2022, Adam Leitman Bailey, Esq. ("Bailey"), the individual attorney then representing Goldberg in a commission dispute with Bespoke, spoke with counsel to Bespoke, and advised such counsel that Kling had sent a racist text message to Willis and asked that Bespoke put a stop to all racist text messages from Bespoke employees.

64. Notwithstanding this request, Kling sent Willis a series of additional racist text messages on October 12, 2022. The event occasioning these messages was the New York Office's receipt of Willis's new real estate salesperson license from New York State. The license included

a photograph of Willis's face. Also visible in the photo is part of an orange shirt Willis was wearing when the photograph was taken.

65. At 9:42 a.m. on October 12, 2022, Kling texted to Willis a photo of the license, along with a series of texts that stated:

“The orange shirt really makes you look like an inmate”

“Kinda scared”

“Lmao so Niggerish”

“I have ur card here”

“Want me to mail or you'll pick up?” (Exhibit 4 hereto.)

66. Upon information and belief, neither C. Vichinsky, nor anyone else at Bespoke RE, ever disciplined Kling for her racist abuse of Willis. Upon information and belief, Kling remains employed at Bespoke RE as C. Vichinsky's assistant.

67. Bespoke RE's continued employment of Kling, and its failure to discipline her, represented a tacit encouragement, approval, and condoning of Kling's racist abuse of Willis.

68. On another occasion, C. Vichinsky himself both addressed Willis by a racial epithet and invoked a racist stereotype in Willis's presence. In or about early 2021, at the then-new Miami Office, Willis, C. Vichinsky, and Goldberg were present. Willis asked C. Vichinsky, “What should we get for lunch?” C. Vichinsky replied, in a manner audible to both Willis and Goldberg, “How about some watermelon and fried chicken, you nigger?” C. Vichinsky's question was doubly discriminatory, for it both declared an offensive racial epithet and invoked the common racist stereotype that African Americans enjoy eating watermelon and fried chicken.

69. Nor was C. Vichinsky the only founding partner of the Bespoke Entities to propound a noxious mixture of racial epithets and stereotypes. On one occasion, in or about March

2021, Z. Vichinsky did so in the physical presence of Goldberg and with Willis present by telephone, stating, in reference to a personal purchase that C. Vichinsky was considering, “It’s hard because [C. Vichinsky] spends his money like a fucking nigger.”

70. On another occasion, C. Vichinsky asked Goldberg, “What are you, a nigger-lover?”.

71. Another means the Vichinskys, and other employees of the Bespoke Entities, have used to abuse Willis on racial grounds, is to refer to him, to his face, by the name “Jafar,” and to use the word “Jafar” as a verb, both in disparaging the nature of his work in his then-role with the Bespoke Entities, and, paradoxically, in requesting that he continue to perform such work as they so characterized it.

72. “Jafar” is the name of the villain in the 1992 Disney animated movie “Aladdin,” as well as in the more recent live-action remake of that film. Jafar is an evil magician who manipulates persons into doing his bidding. Jafar is also brown-skinned.

73. On a daily basis in the New York Office and the Miami Office, when Willis was present at those respective offices, from in or about March 2021 on, the Vichinskys and other Bespoke officers, including Kayt Gray Schadley (“Gray”), Bespoke’ Entities’ Vice President of Client Services, and Joseph De Sane (“De Sane”), Bespoke Entities’ Managing Director, addressed Willis as “Jafar.” When Willis asked why they utilized that moniker, Z. Vichinsky replied that it was because “you look like Jafar” and, like Jafar, Willis is an evil sorcerer who conjures things up and manipulates his friends.

74. In addition, the Bespoke Entities’ officers would urge Willis to engage in devious acts to which they assigned a newly minted verb, *i.e.*, “to Jafar,” for example, “Jafar your friends into listing their properties with Bespoke.” This term had a negative connotation, in that it meant

that Willis was expected to con persons, including his friends, into doing his bidding, for the benefit of the Bespoke Entities. The term “Jafar” was double-edged, in that it was both a criticism of Willis’s allegedly shady methods in obtaining past deals for the Bespoke Entities, yet also encouragement to him to reuse such methods in order to procure new deals and income for the Bespoke Entities.

75. Z. Vichinsky also sent at least one text message to Willis, in February 2022, in which he accused Willis of “Jaffaring” [sic] employees of the Bespoke Entities.

76. To Plaintiffs’ knowledge, neither the Vichinskys, nor any other employee of the Bespoke Entities, ever referred to any person other than Willis as “Jafar,” nor did they ever use the name “Jafar” as a verb with respect to any person other than Willis.

77. The Bespoke Entities also branded Willis with the “Jafar” epithet in a more surreptitious manner. Willis was issued an email account under the Bespoke Entities’ domain name (the “Willis Email Account”). Bespoke Entities did not directly divulge to Willis the password for the Willis Email Account, and instead set up the password to autofill on the laptop computer that Bespoke Entities had issued to Willis. By default, the autofilled password was not shown. However, on or about December 10, 2022, Willis selected the option to show the password on the Bespoke Entities laptop, and discovered to his horror that it was “Jafar24!”

78. The very seating arrangement at the New York Office also served to make Willis feel excluded. Throughout the time Willis worked at the New York Office, all Bespoke Entities employees working there except Willis had an assigned seat. Willis, however, on a daily basis had to see whether a seat was available within that office, and take whatever seat was free. This amounted to not just segregation evocative of the 1950s, but outright exclusion.

79. Bespoke Entities also excluded Willis from a social function to which, upon information and belief, all other Bespoke Entities employees in the New York Office were invited. Each August, the Hampton Classic, a horse show, is held in Bridgehampton, New York. In August 2022, Bespoke Entities rented a booth at the Hampton Classic, and Bespoke Entities invited all employees at the New York Office, except Willis, to the event. Upon information and belief, Willis was excluded from this company event for the sole reason that he is African American.

80. In addition, in Willis's presence, the Vichinskys and Kling, on multiple occasions, used racial slurs with regard to members of other racial minorities, including "spic" and "sand nigger."

Anti-Semitism in Bespoke Entities' Work Environment

81. Bespoke Entities' work environment was also permeated by anti-Semitism. Both Vichinskys frequently used the word "kike" in reference to Jews.

82. C. Vichinsky had a bizarre habit of using, in Willis's presence, the phrase "kike down" in place of "calm down."

83. In the presence of Goldberg, Z. Vichinsky coined an adjective, "kikey," to denigrate Jewish clients Z. Vichinsky perceived as being difficult, and often used the phrase "cheap Jew."

84. In or about July 2022, during an argument between Goldberg and Z. Vichinsky regarding whether Bespoke Florida would pay Willis and Goldberg commissions owed to them with regard to Bespoke Florida's sale of three units in a new high-end residential development in Miami, Florida called the Waldorf Astoria Residences Miami ("Waldorf") (the "Waldorf Transaction"), Z. Vichinsky called Goldberg "a Jewish American princess" and a "bitch" and a "faggot."

85. The third founding partner of Bespoke, along with the Vichinskys, was Michael Cantwell (“Cantwell”), who at all relevant times was the Chief Creative Officer and Chief Marketing Officer of the Bespoke Entities and ran Bespoke Marketing..

86. On a nearly daily basis, from in or about April 2019 to in or about September 2022, Cantwell would make business-related conference telephone calls in which Goldberg, the Vichinskys, and other employees of the Bespoke Entities would participate.

87. In the course of nearly all such calls, Cantwell would begin the conversation by asking Goldberg, “how is your Jewish penis?” or words to that effect. Cantwell would do so, even if persons other than Cantwell and Goldberg were participating, including female officers or employees of the Bespoke Entities. This made Goldberg feel extremely uncomfortable and small.

The Discriminatory Limitation of Willis’s Duties

88. At all relevant times, it was standard custom and practice in the residential real estate sales industry for real estate salespersons working on a potential sale of a property to guide prospective purchasers on tours of that property, without another employee of the brokerage company present.

89. However, with regard to Willis, Bespoke RE conducted matters differently. From the start of Willis’s employment with Bespoke, Bespoke RE never permitted Willis to show a property to prospective purchasers by himself. Indeed, on most occasions, Bespoke RE never even informed Willis in advance of showings of properties that he was attempting to sell. (This is the “Discriminatory Selling Restriction.”)

90. This exclusion of Willis from the property-showing phase was particularly befuddling, considering that, on most occasions, Willis had not only persuaded the seller to list the property with Bespoke RE, but Willis had more extensive knowledge of the property being sold than a real estate salesperson ordinarily would have had, in that Willis had been personally

acquainted with the seller for years and had visited the property on multiple occasions over that time, and thus was in a better position than most real estate salespersons would have been in to answer questions from prospective purchasers about that property.

91. On a select few occasions, if the seller had asked the Vichinskys to permit Willis to show their property, the Vichinskys would permit Willis to show the property, but even then only with another representative of Bespoke RE present.

92. When Willis asked the Vichinskys why they would not permit Willis to show properties by himself, neither the Vichinskys, nor anyone else at Bespoke RE, ever provided a reason.

93. Upon information and belief, the reason the Vichinskys and Bespoke RE did not permit Willis to show properties by himself, and avoided, as best they could, allowing Willis to participate in showings generally, was that Willis is African American and they did not wish to present, to potential purchasers, Bespoke RE as being represented by an African American.

The Vichinskys' Unfounded Complaints About Willis's Performance, and Goldberg's Opposition and Objection to Same

94. On many occasions, from in or about March 2021 to in or about December 2022, in the presence of both Willis and Goldberg, both of the Vichinskys said that Willis was stupid, knew nothing about the real estate industry, and messed everything up. (This is the "Unfounded Willis Criticism.")

95. Goldberg opposed and objected to this characterization of Willis and of Willis's performance for Bespoke. Goldberg told the Vichinskys that Willis was Bespoke's star employee.

The Usurpation of Willis, and Goldberg's Opposition and Objection to Same

96. In or about July 2021, Bespoke Florida hired Ira Hasson ("Hasson") to work in the Miami Office.

97. Hasson is Caucasian, and he is of an age in his 60s.

98. Upon information and belief, prior to his being hired by Bespoke, Hasson had no prior experience in the real estate brokerage industry.

99. Beginning shortly after he began employment with Bespoke, Hasson began contacting clients whom Willis had brought to Bespoke RE, disparaging Willis to them, and instructing them to deal with Bespoke exclusively through Hasson individually rather than through Willis. (This is the “Hasson Client Interference.”)

100. Upon learning of the Hasson Client Interference, Willis reported the Hasson Client Interference to Gray and the Vichinskys.

101. Upon learning of the Hasson Client Interference, Goldberg reported the Hasson Client Interference to the Vichinskys and Gray. Goldberg informed Gray that “this is discrimination,” and advised Gray that Hasson’s conduct was unacceptable and a firing offense.

102. The Vichinskys and Gray were supervisors of Hasson, and had authority to assign work to Hasson, take assigned work away from Hasson, to promote or demote Hasson, and to terminate Hasson’s employment with Bespoke.

103. However, upon information and belief, the Bespoke Entities did not discipline Hasson for the Hasson Client Interference, or otherwise act to curtail the Hasson Client Interference.

104. Upon information and belief, the Bespoke Entities’ perpetration and condoning of the Hasson Client Interference was motivated by racial bias against Willis. The basis for this information and belief is that Willis was performing well in obtaining business for Bespoke RE and servicing its clients, and there was no other reason to shift Willis’s clients to another employee of the Bespoke Entities.

Bespoke's Discriminatory Demotion of Willis

105. Instead, in or about late April 2022, Willis was informed by Gray that he was being stripped of his position as Vice President of Bespoke Parallel, and that Willis was being replaced in that role by Hasson (the "Demotion").

106. Upon information and belief, racial animus against Willis was a motivating factor behind, and, indeed, a but-for cause and the sole reason, for the Demotion. The basis for this information and belief is that Willis is African American, Hasson is Caucasian, and that Willis was performing well for Bespoke Entities, including having procured many clients and transactions for Bespoke Entities, including but not limited to, with Goldberg, the purchaser in the Waldorf Transaction that would lead to a commission of \$3,100,000, the largest commission in the Bespoke Entities' history. In addition, as of the time of the Demotion, Hasson had not procured a single deal, brought forth a single client, or, indeed, engaged in any business that produced income for any of the Bespoke Entities.

107. C. Vichinsky and Z. Vichinsky told Willis that he was being demoted due to poor work performance ("Purported Performance Critique"). However, Willis had brought, and was continuing to bring, a tremendous amount of business to Bespoke resulting from his vast interpersonal network of contacts. Moreover, Willis's efforts, in tandem with Goldberg's, had led, shortly before the Demotion, to the Waldorf Transaction and the largest commission to be paid to Bespoke Entities in the Bespoke Entities' history.

108. Upon information and belief, the Purported Performance Critique was mere pretext to rationalize the Demotion, as well as the denial of commissions to which Willis was entitled and the perpetuation of the Bespoke Work Environment, as defined below, that injured Willis.

109. After the Demotion, Willis continued to perform, for the Bespoke Entities, his duties as a licensed real estate sales associate, and continued to procure clients for the Bespoke Entities.

Bespoke Entities' Systematic Nonpayment to Willis of Commissions Owed Him

110. On multiple occasions, Willis obtained clients for Bespoke Entities that led to sales and commissions paid to Bespoke Entities, only for Bespoke Entities not to pay Willis all or part of the commissions that Bespoke Entities owed him pursuant to the Employment Agreement. These include, but are not limited to, the following transactions:

- a. The Waldorf Transaction, on which Willis and Goldberg procured the purchaser and for which Willis is owed \$1,085,000 in commissions but has been informed that he will not be paid that;
- b. Sale of property located at 115 Beach Lane in Wainscott, New York, on which Willis procured the seller;
- c. Purchase of property located at 236 Quimby Lane, Bridgehampton, New York, on which Willis procured the purchaser;
- d. Purchase of property located at 140 Hayground Cove Road, Water Mill, New York, on which Willis procured the purchaser; and
- e. Purchase of unit 1801 in the Forte Condominium Residences (the "Forte Transaction"), on which Willis and Goldberg procured the purchaser.

Bespoke's Nonpayment to Goldberg of Commissions Owed to Him

111. On at least two occasions, Goldberg procured the buyer and/or the seller on transactions for Bespoke Florida that led to sales and commissions paid to Bespoke Florida, only for Bespoke Entities not to pay Goldberg all or part of the commissions that Bespoke Entities owed him. These include:

- a. The Waldorf Transaction, in which Willis and Goldberg procured the purchaser and for which Goldberg is owed \$1,860,000 in commissions but has been told by Bespoke Entities that he will be paid far less than that amount;
- b. Sale of property in a building in Miami, Florida known as the “Asia,” in which Goldberg procured the seller, but Bespoke Florida transferred the sale to another broker and Goldberg ultimately received only a fraction of the commissions he was entitled to, had the sale been made through Bespoke Florida;
- c. Sale of property in Parkland, Florida, in which Goldberg procured both the sellers and buyers, but received no commissions.

Goldberg’s Referral to Counsel of Bespoke’s Unlawful Discrimination Against Willis

112. In or about late August 2022, Goldberg informed Adam Leitman Bailey, P.C. (“ALBPC”), counsel he had retained in an attempt to recover the commissions Bespoke Florida owed to him, that Bespoke Entities had unlawfully discriminated against Willis on the basis of race, including but not limited to the 8/17/22 Text Message, Kling’s oral use of racial epithets against Willis, the Unfounded Willis Criticism, the Hasson Client Interference, the Discriminatory Selling Restriction, and the Demotion.

113. In or about late August 2022, ALBPC, by Bailey, advised Bespoke Entities, through Bespoke Entities’ counsel, that Goldberg had informed ALBPC that Bespoke Entities had unlawfully discriminated against Willis on the basis of race, on grounds including but not limited to the 8/17/22 Text Message and Kling’s oral use of racial epithets against Willis, the Unfounded Willis Criticism, the Hasson Client Interference, the Discriminatory Selling Restriction, and the Demotion.

Bespoke Entities' Termination of Goldberg

114. On or about September 22, 2022, Bespoke Entities, by email sent by Z. Vichinsky, terminated Goldberg's employment with Bespoke Florida.

Bespoke Entities' Constructive Discharge of Willis

115. The daily humiliation of being addressed with racial epithets and the moniker "Jafar," as well as hearing the nonstop use of epithets towards other minority groups, caused Willis tremendous mental distress and anguish. The last straw was when he discovered, on December 11, 2022, that Bespoke Entities had made "Jafar24!" the password for the Willis Email Account.

116. On or about December 14, 2022, Willis resigned from his position with Bespoke Entities.

117. Such resignation constituted a constructive discharge.

118. Subsequent to his resignation from Bespoke Entities, Willis has been unable to find work in a position similar to that in which he worked for Bespoke Entities.

AS AND FOR A FIRST CAUSE OF ACTION, AGAINST DEFENDANT BESPOKE ENTITIES

(Violation of 42 U.S.C. § 2000e-2(a) – Disparate Treatment With Regard to Willis)

119. Plaintiffs repeat and reiterate each and every allegation set forth above as if fully set forth herein.

Exhaustion of Administrative Remedies

120. Willis timely filed a charge of discrimination against Defendants with the New York State Division of Human Rights ("DHR"), and, by reason of the DHR's acting as agent for the United States Equal Employment Opportunity Commission ("EEOC"), with the EEOC as well. Willis files this complaint within 90 days after receiving a notice of the right to sue from the EEOC. A copy of the notice of the right to sue is attached as Exhibit 5.

Discrimination Under Title VII

121. As an African American, Willis is a member of a class protected under Title VII of the Civil Rights Act of 1964 (“Title VII”).

122. At all relevant times, Willis was an employee of Bespoke within the meaning of Title VII and belongs to a class protected under the statute, namely, African Americans.

123. At all relevant times, Bespoke Entities were and are an employer within the meaning of Title VII, were and are engaged in an industry affecting commerce, and have had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year. The Bespoke Entities, taken together, constitute a single integrated employer, and also constitute joint employers with constructive control over one another’s employees.

124. Willis was qualified for the position of Vice President of Bespoke Parallel, and, indeed, had performed well in that position for over a year prior to the Demotion, and had procured many clients for Bespoke Entities, leading to substantial business for, and income to, Bespoke Entities.

125. Bespoke Entities’ prohibition of Willis from showing, by himself, arranging of properties he had arranged to be listed with Bespoke RE, and, in large part, from participating in such showings even with other Bespoke RE representatives present, represented an adverse employment action that caused a materially adverse change in the terms and conditions of Willis’s employment with Bespoke.

126. The Hasson Client Interference, and the failure of Bespoke Entities to act to halt such interference or discipline Hasson for it, represented an adverse employment action that caused a materially adverse change in the terms and conditions of Willis’s employment with Bespoke Entities.

127. Willis's Demotion from the position of Vice President of Bespoke Parallel, and the stripping from him of the responsibilities corresponding to that position, represented an adverse employment action that caused a materially adverse change in the terms and conditions of Willis's employment with Bespoke Entities.

128. Willis's deprivation of commissions to which he was entitled from Bespoke Entities represented an adverse employment action that caused a materially adverse change in the terms and conditions of Willis's employment with Bespoke Entities.

129. Willis's race was a motivating factor in the aforementioned adverse employment actions.

130. Bespoke Entities intentionally discriminated against Willis because of his race in violation of Title VII.

131. Bespoke Entities engaged in discriminatory practices with respect to Willis with malice or with reckless indifference to Willis's federally protected rights.

132. Willis seeks compensation for all lost wages and benefits. Reinstatement of Willis to his previous position is impractical and unworkable. Therefore, Willis seeks an award of front pay to compensate him.

133. Willis has suffered mental anguish and emotional distress resulting from the discriminatory conduct set forth above, in the form of constant self-doubt and second-guessing himself, and loss of enjoyment of life.

134. Willis has suffered physical illness resulting from the discriminatory conduct set forth above, in the form of back pain.

135. Although Willis has diligently sought other employment similar to that which he held with Bespoke Entities, he has been unable to find such a job at comparable pay.

136. Pursuant to 42 U.S.C. §§ 2000e-5 and 1981a, Willis is entitled to recover from Bespoke Entities back pay, front pay, the value of lost benefits, interest on lost wages and benefits, compensatory damages, and punitive damages, in a total amount to be determined at trial but, in any event, no less than \$15,000,000, together with reasonable attorney fees and costs incurred in this action.

AS AND FOR A SECOND CAUSE OF ACTION, AGAINST DEFENDANT BESPOKE ENTITIES

(Violation of 42 U.S.C. § 2000e-2(a) – Hostile Work Environment With Regard to Willis)

137. Plaintiffs repeat and reiterate each and every allegation set forth above as if fully set forth herein.

Exhaustion of Administrative Remedies

138. Willis timely filed a charge of discrimination against Defendants with the DHR, and, by reason of the DHR's acting as agent for the EEOC, with the EEOC as well. Willis files this complaint within 90 days after receiving a notice of the right to sue from the EEOC. A copy of the notice of the right to sue is attached as Exhibit 5.

Discrimination Under Title VII

139. The manner in which Bespoke Entities and their principals and employees acted towards Willis and against African Americans in general, and against Jews and against members of other racial minorities, as set forth above, created a work environment (the "Bespoke Work Environment") that was hostile to Willis.

140. The Bespoke Work Environment was objectively severe and pervasive in that it created an environment that a reasonable person would find hostile or abusive.

141. Willis subjectively perceived the Bespoke Work Environment as hostile and abusive, and felt tormented by it on a daily basis.

142. The Bespoke Work Environment was so severe that it altered the terms and conditions of Willis's employment and created an intimidating, hostile, and offensive work environment.

143. Bespoke Entities deliberately and intentionally created the Bespoke Work Environment because of Willis's status as an African American.

144. The Vichinskys, as owners of Bespoke Entities, were and are proxies and alter egos of Bespoke Entities, and thus Bespoke Entities are strictly vicariously liable for their actions.

145. In the alternative, the Vichinskys were supervisors of Willis within the Bespoke Entities, and the racial harassment of Willis culminated in the tangible employment actions of the Demotion, the Hasson Client Interference, the denial to Willis of commissions owed to him, and Willis's constructive discharge, thus Bespoke is strictly vicariously liable for the Vichinskys' actions.

146. C. Vichinsky was physically present on many of the occasions in which Kling orally barraged Willis with racial epithets, and thus had actual notice of Kling's discriminatory conduct towards Willis.

147. Despite his actual knowledge of Kling's discriminatory conduct towards Willis, the Vichinskys took no disciplinary action against Kling, and continued to retain Kling as a Bespoke RE employee.

148. Bespoke Entities failed to take appropriate remedial action to curtail the racial discrimination against Willis.

149. Bespoke Entities were at best, negligent in remedying the hostile work environment with which Willis was faced and of which Bespoke Entities had actual knowledge. Accordingly, Bespoke Entities are directly liable.

150. Bespoke Entities are vicariously liable for the Vichinskys' discriminatory conduct.

151. Willis has suffered mental anguish and emotional distress resulting from the hostile Bespoke Work Environment, in the form of constant self-doubt and second-guessing himself, and loss of enjoyment of life.

152. Willis has suffered physical illness resulting from the hostile Bespoke Work Environment, in the form of back pain.

153. Although Willis has diligently sought other employment similar to that which he held with Bespoke Entities, he has been unable to find such a job at comparable pay.

154. Bespoke engaged in discriminatory practices with respect to Willis with malice or with reckless indifference to Willis's federally protected rights.

155. Pursuant to 42 U.S.C. §§ 2000e-5 and 1981a, Willis is entitled to recover from Bespoke Entities back pay, front pay, the value of lost benefits, interest on lost wages and benefits, compensatory damages, and punitive damages, in a total amount to be determined at trial, but in any event no less than \$15,000,000, together with reasonable attorney fees and costs incurred in this action.

AS AND FOR A THIRD CAUSE OF ACTION, AGAINST DEFENDANT BESPOKE ENTITIES

(Violation of 42 U.S.C. § 2000e-2(a) – Constructive Discharge of Willis)

156. Plaintiffs repeat and reiterate each and every allegation set forth above as if fully set forth herein.

Exhaustion of Administrative Remedies

157. Willis timely filed a charge of discrimination against Defendants with the DHR, and, by reason of the DHR's acting as agent for the EEOC, with the EEOC as well. Willis files

this complaint within 90 days after receiving a notice of the right to sue from the EEOC. A copy of the notice of the right to sue is attached as Exhibit 5.

Discrimination Under Title VII

158. Bespoke Entities deliberately made Willis's working conditions so intolerable that he was forced into an involuntary resignation.

159. The Vichinskys' personal use of racial epithets in Willis's presence both contributed to the hostility of the Bespoke Work Environment, and demonstrates that Bespoke Entities' actions and omissions in fostering the Bespoke Work Environment were deliberate and not merely negligent or ineffective.

160. A reasonable person would have perceived the Bespoke Work Environment as hostile or abusive towards Willis.

161. A reasonable person in Willis's position would have viewed Willis's working conditions as so difficult and unpleasant that such person would have felt compelled to resign.

162. Bespoke Entities created the Bespoke Work Environment because of Willis's status as an African American.

163. Willis has lost both salary and commissions as a result of his constructive discharge from Bespoke Entities, and thus has suffered financial hardship.

164. Although Willis has diligently sought other employment similar to that which he held with Bespoke Entities, he has been unable to find such a job at comparable pay.

165. Bespoke Entities engaged in discriminatory practices with respect to Willis with malice or with reckless indifference to Willis's federally protected rights.

166. Pursuant to 42 U.S.C. §§ 2000e-5 and 1981a, Willis is entitled to recover from Bespoke Entities back pay, front pay, the value of lost benefits, interest on lost wages and benefits, compensatory damages, and punitive damages, in a total amount to be determined at trial, but in

any event no less than \$15,000,000, together with reasonable attorney fees and costs incurred in this action.

AS AND FOR A FOURTH CAUSE OF ACTION, AGAINST DEFENDANT BESPOKE ENTITIES

(Violation of 42 U.S.C. § 2000e-2(a) – Disparate Treatment With Regard to Goldberg)

167. Plaintiffs repeat and reiterate each and every allegation set forth above as if fully set forth herein.

Exhaustion of Administrative Remedies

168. Goldberg timely filed a charge of discrimination against Defendants with the EEOC. Goldberg files this complaint within 90 days after receiving a notice of the right to sue from the EEOC. A copy of the notice of the right to sue is attached as Exhibit 6.

Discrimination Under Title VII

169. As a Jew, Goldberg is a member of a class protected under Title VII.

170. At all relevant times, Goldberg was an employee of Bespoke Entities within the meaning of Title VII and belongs to a class protected under the statute, namely, Jews.

171. At all relevant times, Bespoke Entities were and are an employer within the meaning of Title VII, were and are engaged in an industry affecting commerce, and have had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year. The Bespoke Entities, taken together, constitute a single integrated employer, and also constitute joint employers with constructive control over one another's employees

172. .Goldberg was qualified for the position of President of Bespoke Florida, and, indeed, had performed well in that position, having procured many clients for Bespoke Florida, and leading to substantial business for, and income to, Bespoke Florida.

173. Goldberg's deprivation of commissions to which he was entitled from Bespoke Entities represented an adverse employment action that caused a materially adverse change in the terms and conditions of Goldberg's employment with Bespoke.

174. Bespoke Entities' termination of Goldberg's employment represented an adverse employment action that caused a materially adverse change in the terms and conditions of Goldberg's employment with Bespoke Entities.

175. Goldberg's religion was a motivating factor in the aforementioned adverse employment actions.

176. Bespoke Entities intentionally discriminated against Goldberg because of his religion in violation of Title VII.

177. Bespoke Entities engaged in discriminatory practices with respect to Goldberg with malice or with reckless indifference to Goldberg's federally protected rights.

178. Goldberg has lost both salary and commissions from Bespoke Entities as a result of the aforesaid adverse employment actions, and thus has suffered financial hardship.

179. Goldberg seeks compensation for all lost wages and benefits. Reinstatement of Goldberg to his previous position and impractical and unworkable. Therefore, Goldberg seeks an award of front pay to compensate him.

180. Goldberg has suffered from mental anguish as a result of the aforesaid adverse employment actions. He has had significantly difficulty sleeping at night, requiring prescription medication as an aid.

181. Goldberg has suffered from loss of enjoyment of life as a result of the aforesaid adverse employment actions.

182. Although Goldberg has diligently sought other employment similar to that which he held with Bespoke Entities, he has been unable to find such a job at comparable pay.

183. Pursuant to 42 U.S.C. §§ 2000e-5 and 1981a, Goldberg is entitled to recover from Bespoke Entities back pay, front pay, the value of lost benefits, interest on lost wages and benefits, compensatory damages, and punitive damages, in a total amount to be determined at trial, but in any event no less than \$15,000,000, together with reasonable attorney fees and costs incurred in this action.

AS AND FOR A FIFTH CAUSE OF ACTION, AGAINST DEFENDANT BESPOKE ENTITIES

(Violation of 42 U.S.C. § 2000e-2(a) – Hostile Work Environment With Regard to Goldberg)

184. Plaintiffs repeat and reiterate each and every allegation set forth above as if fully set forth herein.

Exhaustion of Administrative Remedies

185. Goldberg timely filed a charge of discrimination against Defendants with the EEOC. Goldberg files this complaint within 90 days after receiving a notice of the right to sue from the EEOC. A copy of the notice of the right to sue is attached as Exhibit 6.

Discrimination Under Title VII

186. The manner in which Bespoke Entities and their principals and employees acted towards Goldberg and against Jews in general, and against African Americans and members of other racial minorities, as set forth above, created the Bespoke Work Environment, which was hostile to Goldberg.

187. The Bespoke Work Environment was objectively severe and pervasive in that it created an environment that a reasonable person would find hostile or abusive.

188. Goldberg subjectively perceived the Bespoke Work Environment as hostile and abusive, and felt deeply disturbed by it on a daily basis.

189. The Bespoke Work Environment was so severe that it altered the terms and conditions of Goldberg's employment and created an intimidating, hostile, and offensive work environment.

190. Bespoke Entities deliberately and intentionally created the Bespoke Work Environment because of Goldberg's status as a Jew.

191. The Vichinskys, as owners of Bespoke Entities, were and are proxies and alter egos of Bespoke, and thus Bespoke Entities are strictly vicariously liable for their actions.

192. In the alternative, the Vichinskys were supervisors of Goldberg within Bespoke Entities, and the religious harassment of Goldberg culminated in the tangible employment actions of the denial of commissions to Goldberg and Goldberg's termination, thus Bespoke Entities is strictly vicariously liable for the Vichinskys' actions.

193. Bespoke Entities failed to take appropriate remedial action to curtail the religious discrimination against Goldberg.

194. Bespoke Entities were, at best, negligent in remedying the hostile work environment with which Willis was faced and of which Bespoke Entities had actual knowledge. Accordingly, Bespoke Entities are directly liable.

195. Bespoke Entities are vicariously liable for the Vichinskys' discriminatory conduct.

196. Goldberg has suffered from mental anguish as a result of the hostile Bespoke Work Environment. He has had significantly difficulty sleeping at night, requiring prescription medication as an aid.

197. Goldberg has suffered from loss of enjoyment of life as a result of the hostile Bespoke Work Environment.

198. Bespoke Entities engaged in discriminatory practices with respect to Goldberg with malice or with reckless indifference to Goldberg's federally protected rights.

199. Pursuant to 42 U.S.C. §§ 2000e-5 and 1981a, Goldberg is entitled to recover from Bespoke Entities back pay, front pay, the value of lost benefits, interest on lost wages and benefits, compensatory damages, and punitive damages, in a total amount to be determined at trial, but in any event no less than \$15,000,000, together with reasonable attorney fees and costs incurred in this action.

AS AND FOR A SIXTH CAUSE OF ACTION, AGAINST DEFENDANT BESPOKE ENTITIES

(Violation of 42 U.S.C. § 2000e-3 – Discrimination in retaliation for opposing unlawful employment practices – With Regard to Goldberg)

200. Plaintiffs repeat and reiterate each and every allegation set forth above as if fully set forth herein.

Exhaustion of Administrative Remedies

201. Goldberg timely filed a charge of discrimination against Defendants with the EEOC. Goldberg files this complaint within 90 days after receiving a notice of the right to sue from the EEOC. A copy of the notice of the right to sue is attached as Exhibit 6.

Discrimination Under Title VII

202. At all relevant times, Goldberg was an employee of Bespoke Entities within the meaning of Title VII.

203. At all relevant times, Bespoke Entities were and are an employer within the meaning of Title VII, were and are engaged in an industry affecting commerce, and have had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or

preceding calendar year. The Bespoke Entities, taken together, constitute a single integrated employer, and also constitute joint employers with constructive control over one another's employees.

204. Bespoke Entities' conduct towards Willis, in disparaging Willis's work performance as a pretext for other actions against him, the Demotion, denying Willis commissions, permitting the Hasson Client Interference, and perpetuating the Bespoke Work Environment, constituted employment practices made unlawful by Title VII.

205. Goldberg's disputing of the Vichinskys' pretextual disparagement of Willis's work performance, raising to Gray of an objection to the Hasson Client Interference, and reporting to Bespoke Entities, through ALBPC and Bespoke Entities' counsel, of discriminatory acts against Willis, constituted opposition to employment practices made unlawful by Title VII.

206. Knowledge of Goldberg's disputing of the Vichinskys' pretextual disparagement of Willis's work performance is imputed to Bespoke by reason of its officers, the Vichinskys, having direct knowledge of such dispute.

207. Knowledge of Goldberg's raising to Gray of an objection to Hasson's interference with Willis's client relationships, is imputed to Bespoke Entities by reason of Gray, an officer and employee of Bespoke, having direct knowledge of such objection.

208. Knowledge of Goldberg's reporting to Bespoke, through ALBPC and Bespoke Entities' counsel, of discriminatory acts against Willis, is imputed to Bespoke by reason of Bespoke Entities' counsel's knowledge of such reporting.

209. Upon information and belief, Bespoke Entities' failure to pay Goldberg commissions it owed him was because Goldberg had disputed the Vichinskys' pretextual

disparagement of Willis's work performance, and had raised to Gray an objection to the Hasson Client Interference.

210. Bespoke Entities' failure to pay Goldberg commissions it owed him, constituted a materially adverse employment action against Goldberg for his prior opposition to Bespoke Entities' unlawful employment practices with regard to Willis.

211. Bespoke Entities' failure to pay an employee commissions it owed him, could well dissuade a reasonable employee from making or supporting a charge of discrimination.

212. Upon information and belief, Bespoke Entities terminated Goldberg because Goldberg had disputed the Vichinskys' pretextual disparagement of Willis's work performance, had raised to Gray an objection to the Hasson Client Interference, and had reported to Bespoke, through ALBPC and Bespoke Entities' counsel, Bespoke Entities' discriminatory acts against Willis.

213. Bespoke Entities' terminating of Goldberg as an employee of Bespoke Entities, constituted a materially adverse employment action against Goldberg for his prior opposition to Bespoke Entities' unlawful employment practices with regard to Willis.

214. Bespoke Entities' termination of an employee could well dissuade a reasonable employee from making or supporting a charge of discrimination.

215. Goldberg has lost both salary and commissions from Bespoke Entities as a result of his retaliatory termination, and thus has suffered financial hardship.

216. Although Goldberg has diligently sought other employment similar to that which he held with Bespoke Entities, he has been unable to find such a job at comparable pay.

217. Bespoke Entities engaged in discriminatory practices with respect to Goldberg with malice or with reckless indifference to Goldberg's federally protected rights.

218. Goldberg has suffered from mental anguish as a result of his retaliatory termination. He has had significantly difficulty sleeping at night, requiring prescription medication as an aid.

219. Goldberg seeks compensation for all lost wages and benefits. Reinstatement of Goldberg to his previous position is impractical and unworkable. Therefore, Goldberg seeks an award of front pay to compensate him.

220. Pursuant to 42 U.S.C. §§ 2000e-5 and 1981a, Goldberg is entitled to recover from Bespoke Entities back pay, front pay, the value of lost benefits, interest on lost wages and benefits, compensatory damages, and punitive damages, in a total amount to be determined at trial, but in any event no less than \$15,000,000, together with reasonable attorney fees and costs incurred in this action.

AS AND FOR A SEVENTH CAUSE OF ACTION, AS AGAINST ALL DEFENDANTS

(Violation of 42 U.S.C. § 1981 – With Regard to Willis)

221. Plaintiffs repeat and reiterate each and every allegation set forth above as if fully set forth herein.

222. Willis is a member of a racial minority.

223. Bespoke Entities and the Vichinskys (collectively, “Defendants”) intended to discriminate against Willis on the basis of race.

224. Willis had a contractual relationship with Bespoke Entities in that he was an employee of Bespoke Entities.

225. In the alternative, Willis had a contractual relationship with Bespoke Entities in that he was an independent contractor contracting with Bespoke Entities.

226. Defendants’ discriminatory acts towards Willis were with respect to Willis’s enjoyment of benefits, privileges, terms, and conditions of his contractual relationship with Bespoke Entities.

227. Defendants would not have engaged in their discriminatory acts towards Willis but for his race.

228. The Vichinskys are individually liable under 42 U.S.C. § 1981 because they were personally involved in the discriminatory activity against Willis, as set forth above.

229. Willis seeks compensation for all lost wages and benefits. Reinstatement of Willis to his previous position is impractical and unworkable. Therefore, Willis seeks an award of front pay to compensate him.

230. Willis suffered mental anguish and emotional distress resulting from the discriminatory conduct set forth above, in the form of constant self-doubt and second-guessing himself, and loss of enjoyment of life.

231. Willis suffered physical illness resulting from the discriminatory conduct set forth above, in the form of back pain.

232. Although Willis has diligently sought other employment similar to that which he held with Bespoke Entities, he has been unable to find such a job at comparable pay.

233. Pursuant to 42 U.S.C. §§ 1981 and 1988, Willis is entitled to recover from all Defendants back pay, front pay, the value of lost benefits, interest on lost wages and benefits, compensatory damages, and punitive damages, in a total amount to be determined at trial, but in any event no less than \$15,000,000, together with reasonable attorney fees and costs incurred in this action.

**AS AND FOR AN EIGHTH CAUSE OF ACTION, AS AGAINST BESPOKE ENTITIES
AND Z. VICHINSKY**

(Violation of 42 U.S.C. § 1981 – With Regard to Goldberg)

234. Plaintiffs repeat and reiterate each and every allegation set forth above as if fully set forth herein.

235. Willis is a member of a racial minority.

236. Bespoke Entities and Z. Vichinsky intended to retaliate against Goldberg based on his opposition to Defendants' discrimination against Willis on the basis of Willis's race.

237. Goldberg had a contractual relationship with Bespoke Entities in that he was an employee of Bespoke Entities.

238. In the alternative, Goldberg had a contractual relationship with Bespoke Entities in that he was an independent contractor contracting with Bespoke Entities.

239. Defendants' retaliatory acts towards Goldberg were with respect to Goldberg's enjoyment of benefits, privileges, terms, and conditions of his contractual relationship with Bespoke.

240. Defendants would not have engaged in their retaliatory acts towards Goldberg but for Willis's race, and Goldberg's efforts to vindicate Willis's rights as a member of a racial minority.

241. Z. Vichinsky is individually liable under 42 U.S.C. § 1981 because he was personally involved in the retaliatory activity against Goldberg, as set forth above.

242. Goldberg has lost both salary and commissions from Bespoke Entities as a result of his retaliatory termination, and thus has suffered financial hardship.

243. Although Goldberg has diligently sought other employment similar to that which he held with Bespoke Entities, he has been unable to find such a job at comparable pay.

244. Bespoke Entities engaged in discriminatory practices with respect to Goldberg with malice or with reckless indifference to Goldberg's federally protected rights.

245. Goldberg has suffered from mental anguish as a result of his retaliatory termination. He has had significantly difficulty sleeping at night, requiring prescription medication as an aid.

246. Goldberg seeks compensation for all lost wages and benefits. Reinstatement of Goldberg to his previous position is impractical and unworkable. Therefore, Goldberg seeks an award of front pay to compensate him.

247. Pursuant to 42 U.S.C. §§ 1981 and 1988, Goldberg is entitled to recover from Bespoke Entities and Z. Vichinsky back pay, front pay, the value of lost benefits, interest on lost wages and benefits, compensatory damages, and punitive damages, in a total amount to be determined at trial, but in any event no less than \$15,000,000, together with reasonable attorney fees and costs incurred in this action.

AS AND FOR A NINTH CAUSE OF ACTION, AGAINST ALL DEFENDANTS

(Violation of New York Executive Law §§ 296(1)(a) and 296(6) With Regard to Willis)

248. Plaintiffs repeat and reiterate each and every allegation set forth above as if fully set forth herein.

249. Defendants encouraged, condoned, and approved Kling's racist abuse of Willis, by continuing to employ Kling even after the Vichinskys became aware of such abuse.

250. Defendants' disparate treatment of Willis on the basis of his race, including but not limited to the Demotion and the constructive discharge of Willis, and the hostile work environment to which Willis was subjected, were in violation of the New York State Human Rights Law, *i.e.*, New York Executive Law § 296(1)(a).

251. The Vichinskys were "employers" of Willis within the meaning of New York Executive Law § 296 because they actually participated in conduct giving rise to Willis's discrimination claim, they held ownership interests in Bespoke Entities, and they held the power to do more than carry out personnel decisions made by others, *i.e.*, they held the power to hire or fire.

252. In the alternative, the Vichinskys are liable for aiding and abetting in Bespoke Entities' violations of New York Executive Law § 296 because they actually participated in conduct giving rise to Willis's discrimination claim, they shared the interest and purpose of Bespoke Entities by virtue of being principals of Bespoke Entities; and they failed to take adequate remedial measures in response to actual notice of discrimination against Willis, in the form of Kling's racist abuse of Willis.

253. Defendants' discriminatory acts towards Willis had an impact within the state of New York, in that many of the acts comprising the Bespoke Work Environment were performed in New York State and experienced by Willis in New York State; Willis's primary residence is within the state of New York; Willis worked for Bespoke in New York State for approximately seven months of each year; and during those approximately seven months per year most of the real estate transactions on which Willis worked involved properties within the state of New York.

254. Bespoke Entities are a private employer that engaged in employment discrimination.

255. Willis seeks compensation for all lost wages and benefits. Reinstatement of Willis to his previous position is impractical and unworkable. Therefore, Willis seeks an award of front pay to compensate him.

256. Willis suffered mental anguish and emotional distress resulting from the discriminatory conduct set forth above, in the form of constant self-doubt and second-guessing himself, and loss of enjoyment of life.

257. Willis suffered physical illness resulting from the discriminatory conduct set forth above, in the form of back pain.

258. Although Willis has diligently sought other employment similar to that which he held with Bespoke Entities, he has been unable to find such a job at comparable pay.

259. Pursuant to New York Human Rights Law § 297(9), Willis is entitled to recover from Defendants back pay, front pay, the value of lost benefits, interest on lost wages and benefits, compensatory damages, and punitive damages, in a total amount to be determined at trial, but in any event no less than \$15,000,000.

WHEREFORE, Plaintiffs demand judgment as follows:

- (a) On the First Cause of Action, judgment against Bespoke Entities, awarding Willis back pay, front pay, the value of lost benefits, interest on lost wages and benefits, compensatory damages, and punitive damages, in a total amount to be determined at trial, but in any event no less than \$15,000,000, together with reasonable attorney fees and costs incurred in this action;
- (b) On the Second Cause of Action, judgment against Bespoke Entities, awarding Willis back pay, front pay, the value of lost benefits, interest on lost wages and benefits, compensatory damages, and punitive damages, in a total amount to be determined at trial, but in any event no less than \$15,000,000, together with reasonable attorney fees and costs incurred in this action;
- (c) On the Third Cause of Action, judgment against Bespoke Entities, awarding Willis back pay, front pay, the value of lost benefits, interest on lost wages and benefits, compensatory damages, and punitive damages, in a total amount to be determined at trial, but in any event no less than \$15,000,000, together with reasonable attorney fees and costs incurred in this action, together with reasonable attorney fees and costs incurred in this action;

- (d) On the Fourth Cause of Action, judgment against Bespoke Entities, awarding Goldberg back pay, front pay, the value of lost benefits, interest on lost wages and benefits, compensatory damages, and punitive damages, in a total amount to be determined at trial, but in any event no less than \$15,000,000, together with reasonable attorney fees and costs incurred in this action;
- (e) On the Fifth Cause of Action, judgment against Bespoke Entities, awarding Goldberg back pay, front pay, the value of lost benefits, interest on lost wages and benefits, compensatory damages, and punitive damages, in a total amount to be determined at trial, but in any event no less than \$15,000,000, together with reasonable attorney fees and costs incurred in this action;
- (f) On the Sixth Cause of Action, judgment against Bespoke Entities, awarding Goldberg back pay, front pay, the value of lost benefits, interest on lost wages and benefits, compensatory damages, and punitive damages, in a total amount to be determined at trial, but in any event no less than \$15,000,000, together with reasonable attorney fees and costs incurred in this action;
- (g) On the Seventh Cause of Action, judgment against all Defendants, awarding Willis back pay, front pay, the value of lost benefits, interest on lost wages and benefits, compensatory damages, and punitive damages, in a total amount to be determined at trial, but in any event no less than \$15,000,000, together with reasonable attorney fees and costs incurred in this action;
- (h) On the Eighth Cause of Action, judgment against Bespoke Entities and Z. Vichinsky, awarding Goldberg back pay, front pay, the value of lost benefits, interest on lost wages and benefits, compensatory damages, and punitive

damages, in a total amount to be determined at trial, but in any event no less than \$15,000,000, together with reasonable attorney fees and costs incurred in this action; and

- (i) On the Ninth Cause of Action, judgment against all Defendants, awarding Willis back pay, front pay, the value of lost benefits, interest on lost wages and benefits, compensatory damages, and punitive damages, in a total amount to be determined at trial, but in any event no less than \$15,000,000; and
- (j) Together with such other and further relief which may seem to the Court to be just and proper.

Dated: New York, New York
March __, 2023

Yours, etc.,

ADAM LEITMAN BAILEY, P.C.

By: _____
Adam Leitman Bailey, Esq.
Brandon M. Zlotnick, Esq.
One Battery Park Plaza, Eighteenth Floor
New York, NY 10004
(212) 825-0365

*Attorneys for Plaintiffs Jarret Willis and
Harlan Goldberg*

EXHIBIT 1

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is effective as of March 15th, 2021 by and between Bespoke Real Estate LLC (together with all of its direct and indirect affiliates and subsidiaries, collectively, "Employer", or "Bespoke"), having an office at 903 Montauk Highway, Unit 1, Water Mill, New York, 11976 and Jarret Willis ("Employee" or "You"), having a residence at 92 Wainscott Hollow Road, Wainscott, NY 11975.

WHEREAS, Employer is engaged in the business of real estate and marketing; and

WHEREAS, Employee will commence full-time employment with Employer on March 15th, 2021 (the "Commencement Date"), provided that Employee clears Employer's background and reference checks.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. **EMPLOYMENT.** Employer shall employ Employee as a Director of Referral and Collaboration Business Development. Employee accepts and agrees to be employed on the terms and conditions set out in this Agreement and agrees to be subject to the general supervision, advice and direction of Employer and Employer's supervisory personnel. Employee shall perform all duties as are customarily performed by an employee in a similar position. Employee shall also perform all other duties Employer may assign to Employee from time to time. Please see Exhibit A for description of work and division overview.
2. **COMPENSATION.** Your annually starting salary will be US \$75,000 (seventy-five thousand dollars) per year. Starting Salary will be reviewed in 74 (seventy-four) days for a reduction to US \$50,000 (fifty thousand dollars) per year. In addition, you will be given a sign on bonus of \$4,616.00 (four thousand six hundred and sixteen dollars).
 - A. Employee will be paid biweekly. Bespoke reserves the right to make compensation payments from any of its companies or affiliated entity accounts, which will not void any aspect of your employment agreement. Payment will be made by direct deposit.
 - B. In light of the nature of Employee's position with Employer, Employee will be exempt from overtime laws. Accordingly, Employee's annual salary will be Employee's total compensation for all hours that Employee works.
 - C. In addition, Refer to Exhibit B for Commission Compensation Mechanics.
3. **AT WILL.** Employee's employment with Employer will be at-will, which means that either Employee or Employer may end it, at any time, for any reason or no reason.
4. **LOCATION.** Employee's normal place of work will be as specified by Employer from time to time.
5. **CONFIDENTIAL INFORMATION AND OWNERSHIP OF WORK PRODUCT.** The ownership of all work product and intellectual property rights such as trademarks, copyrights, brand names, registered designs and patents created by Employee in the course of or related to Employee's employment shall wholly and exclusively belong to Employer. As a condition of Employee's employment, Employee will be required to sign Employer's Confidential Information, Work for Hire and Covenant Agreement, a copy of which is attached.
6. **CONFLICT OF INTEREST.** Employee shall not at any time during Employee's employment with Employer without the prior written consent of Employer engage, whether directly or indirectly, in any

business or employment which is similar or in any way connected to or in competition with the business of Employer, its subsidiaries, affiliates, associates and joint ventures, or which may be considered by Employer in its entire unfettered opinion to impair Employee's capability to act at all times in the best interests of Employer.

7. **RULES AND POLICIES.** Employee's employment shall be subject to all rules, regulations and policies of Employer as may be prescribed by Employer from time to time, including, but not limited to, Employer's anti-harassment and discrimination policy (the "Rules"). Employer may also add to, amend or terminate the Rules or any of the benefits applicable to Employee's employment or establish, suspend, or discontinue at its discretion any programs, including those devised to provide Employee with gratuitous benefits.
8. **DISCLAIMER OF INTEREST.** Save and except any obligations Employee owes to Employer under this Agreement, Employer has neither made any comment nor put itself in any position to comment on any arrangement or restrictive covenant in connection with all of your prior employments as to any legal obligations, including but not limited to employment, commercial, tax and trust related obligations, owed by you to all individuals, companies, business associates or government authorities in any territory, as the case may be.
9. **CONFIDENTIALITY.** Any trade secrets, non-public or confidential information of whatever nature relating to Employer, its holding, subsidiary, affiliated or associated companies or their business, affairs, finance or customers, which you shall prepare, receive, generate or obtain any time during your employment with Employer, shall be the property of Employer. You shall use such trade secrets or confidential information only in the normal course of your employment as directed by your supervisors and absolutely not for your private personal use or disclosure of the same to any third person whether for money, other consideration or otherwise any time during or after your employment with Employer provided that this restriction shall not apply to information which may have come into the public domain otherwise than through the unauthorized disclosure by you. Upon termination of your employment with Employer, you must return immediately to Employer all property and documents belonging to Employer or relating to the business or affairs of any of Employer's holding, subsidiary, associated or affiliated companies. As a condition of Employee's employment, Employee will be required to sign Employer's Confidential Information, Work for Hire and Covenant Agreement, a copy of which is attached.
10. **REPRESENTATIONS.** Employee hereby represents, warrants and covenants that (i) Employee has only provided complete and accurate information to Employer (and has not withheld any material information) concerning Employee's qualifications for employment with Employer, (ii) Employee's acceptance and execution of this Agreement shall not constitute a breach under any other agreement Employee may have previously entered into, or otherwise limit the type of work that Employer may ask Employee to perform or the clients for whom Employer may ask Employee to render services (including, without limitation, any non-compete agreements or restrictive covenants Employee may have entered into with any of Employee's prior employers), and (iii) any materials Employee brings to Employer, whether electronic or otherwise, as well as the work product Employee prepares while working at Employer, shall not be improperly derived from any third party copyrighted or trade secret material, violate any confidentiality agreements Employee may have previously entered into (including, without limitation, with any of Employee's prior employers), or otherwise be subject to or infringe upon any proprietary right or interest of any third party. Employee agrees to defend, indemnify and hold Employer harmless against any claims that arise from a breach of the foregoing representations and warranties.

The terms included in this Agreement are as accurate as possible based on the information available to Employer at this time. Nonetheless, Employer must reserve the right to add to, modify or terminate any of Employer's policies at any time if Employer deems it necessary or appropriate.

This Agreement, and the offer of employment and terms contained herein, are contingent upon (i) any and all regulatory requirements, (ii) verification of all information Employee has submitted to Employer, (iii) Employee's consent to abide by all Employer policies, and (iv) verification of Employee's compliance with all of the foregoing representations and warranties.

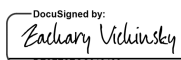
Acceptance of this Agreement does not alter the at-will nature of Employee's employment with Employer and Employer reserves the right to terminate Employee's employment at any time, with or without cause.

11. **GOVERNING LAW AND JURISDICTION.** All matters (in contract, tort or otherwise) arising out of, in connection with, or relating to this Agreement including, without limitation, the validity, interpretation, construction, performance, and enforcement of this Agreement, shall be governed, construed, and interpreted exclusively in accordance with the laws of the State of New York without giving effect to its conflicts or choice-of-law principles. The parties hereto irrevocably consent to the exclusive personal and subject matter jurisdiction of the federal and state courts located in the State of New York, County of New York, and to the exclusive venue of the United States District Court for the Southern District of New York and of the courts of the State of New York located in the County of New York. The parties hereby irrevocably waive any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement. Employee agrees that any claim or lawsuit relating to Employee's employment with Employer must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or lawsuit. Employee agrees to waive any statute of limitations to the contrary.
12. **EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER.** Employee shall not have the right to make any contracts or commitments for or on behalf of Employer without first obtaining the express written consent of Employer.
13. **RETURN OF PROPERTY.** Upon any termination of this Agreement, Employee shall deliver to Employer all property, which is Employer's property or related to Employer's business (including keys, records, notes, data, memoranda, models, email, passwords, equipment, etc.) that is in Employee's possession, custody or control. This includes an immediate in-person meeting with Employer management to affect the removal of any prior emails related to Employer from any/all devices of Employer and Employee.
14. **MISCELLANEOUS.** Employee shall use the e-mail address provided by Employer (i) solely for business purposes, and (ii) for all electronic correspondence relating to Employer. All real estate business related electronic correspondence shall be conducted via Employer's email platform. This Agreement cannot be changed or terminated orally, and none of the terms hereof shall be deemed to be waived or modified except by an express agreement in writing signed by the party against whom such waiver or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party. This Agreement constitutes the entire agreement between the parties relating to the subject matter contained herein and terminates and supersedes all prior or contemporaneous representations, promises, warranties, covenants, undertakings, discussions, negotiations, and agreements, whether written or oral, other than those expressly contained in this Agreement. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable, in whole or in part, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision. This Agreement is the product of arms-length negotiations between parties knowledgeable of its subject matter that have had the opportunity to consult counsel concerning the terms and conditions of this Agreement prior to the execution hereof. Any rule of law that would require interpretation of any provision against the party responsible for its inclusion herein shall have no effect on the interpretation of this Agreement. The headings on each paragraph hereof are for convenience

purposes only and shall not be used to construe the terms of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy, or electronic copy in .pdf or similar format, of an executed counterpart shall be valid and have the same force and effect as an original.

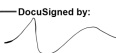
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Bespoke Real Estate LLC

By: 
Name: Zachary Vichinsky
Title: Managing Member
Date: 3/16/2021 | 12:11 PM PDT

Agreed To and Accepted By:

Employee

By: 
Name: Jarret Willis
Date: 3/16/2021 | 12:07 PM PDT

-You Must Initial and Date all Pages of this Agreement-

Exhibit A- Description of Work and Referral Division Overview

Revised Date: 3.11.2021

Location: All Regions and Location- Corporate Position

Position: Director of Referral and Collaboration Business Development

Working Location: Watermill Office/ Other

1. Overview of Bespoke Referral and Collaborations Division:

A. The Referral and Collaboration Division is specifically designed to enhance and grow referral-based relationships and income streams to the Bespoke company through the following methods:

- Unique Value Add Referral and Collaboration Programs- Designed for Luxury Brokerages and Agents
- Seamless Documentation, Processing, Communication with Referral Agents
- Unique Community and Culture and Benefits to participating Agents
- Unique- Streamlined Content- Material- Engagement System to add Value to Internal and External Referral Agents
- Elevated Referral Fees from Inception

B. Target Revenue Streams:

- **Outside Referral Agent Relationship Creation**, education related to Bespoke value adding elements, and growth.
 - Active Agents who refer Bespoke listings and buyers to manage and process in key markets Bespoke operates within.
 - Active Agents who bring bespoke onto their listings as collaboration, or co-exclusives for various benefit.
 - Active New Development Agents who provide Bespoke with exclusive overrides on high value units to promote to our community and network.
- **Growth of Bespoke's Internal Referral Agent Affiliates-** (enrollment of strategically defined agents)
 - Non career agents who have their license and can drive referrals to Bespoke (e.g Jarrett- Heidi- Alex)
- **Strategic Partnership Referral Brokers:** Regional Exclusive Partnership Programs with similar boutique brokerage firms that mandate or strongly encourage their agents to utilize Bespoke as a referral in key markets operated by Bespoke.

C. Collaborating Bespoke Divisions:

- Member Benefits
- Buyer Services
- Portfolio Management
- Ongoing Marketing Management
- Listing Procurement
- Legal

2. Managing Director Role and Responsibilities:

A. Jarret Willis-- Fundamental Obligations: - "On the Business"

- Ongoing collaboration to enhance the identity of the program
- Ongoing collaboration to enhance existing/current suite of offerings
- Ongoing collaboration to scale and improve company prospecting systems
- Ongoing collaboration to scale production capabilities related t
- Growth and management of the divisions production and assistance team
- Ongoing collaboration regarding referral program member benefits

B. Jarret Willis- General Sales Scope of Work:

- Introduction of Bespoke Referral and Collaboration Programs and offerings to target relationships
- Complete management and oversight responsibilities of the upfront education process with prospective candidates.
- Inquiry processing and first point of contact
- Management and processing of prospective referrals though listing procurement
- Management of referral fee structures and documentation with procured candidates
- Identification and outreach to desired candidates
- High level communication with active referral agents
- Cross division business development efforts
- Processing/management of onboarding new referral agents

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This agreement including individual and encompassing provisions detailed within, will supersede any associated or similar provisions, term, and or conditions defined within the "Prior Agreement" between the Employee/Contractor and the Company. Provisions, terms, and conditions, defined within the "Prior Agreement" that are unrelated to Employee/Contractors Scope of Work, Compensation, and or Commission payments will remain in full force and effect between the parties.

Bespoke Real Estate LLC

By: Zachary Vichinsky

DE2FE2ECC913433
Name: Zachary Vichinsky

Title: Managing Member

Date: 3/16/2021 | 12:11 PM PDT

Agreed To and Accepted By:

Employee

By: Jarret Willis

AZEPFB17DE374F9
Name: Jarret Willis

Date: 3/16/2021 | 12:07 PM PDT

- You Must Initial and Date all Pages of this Agreement-

Exhibit B
Commission Compensation Mechanics

Division: Bespoke Referral and Collaboration Division
Contractor/ Lead Listing Manager: Jarret Willis
Region and Location: All Markets
Commission Segment: Listing and Buyer Referral Procurement

1. **Division Procured Referral Sales Commission Override Compensation:** (Global Bespoke Key Markets)
 - A. **Out of Bespoke Agent Referral - (Listing or Buyer):** 10%
 - B. **Internal Agent at Bespoke- Direct Relationship Referral - (Listing or Buyer):** 10%
 - C. **Internal Agent at Bespoke- Indirect Relationship Referral-(Listing or Buyer):** 5%
 - I. **Detail:** Commission paid from Net Income collected by the company, as related to the specific transaction which occurred from the referral to the Company.

2. **J.W- Direct Relationship Referral Commission Compensation:** (Within Bespoke Key Market)
 - A. **JW Direct Relationship Listing Referral- (Any Bespoke Key Market):** 30.0%
 - B. **JW Direct Relationship Buyer Referral- (Any Bespoke Key Market):** 35.0%
 - C. **Detail:** J.W Direct Relationship Referral into a Bespoke Market- to a Bespoke PM to Process
 - I. Hamptons
 - II. NYC
 - III. South Florida/Palm Beach/Miami

3. **J.W/Division Out of Bespoke Referrals:** (Out of Bespoke)
 - A. **J.W Direct Relationship Referral:**
 - I. **Minimum Gross Referral Amount from Recipient Broker to Bespoke:** 25% of Listing Side Commission
 - II. **Split with Bespoke for Referrals:** 70% to Contractor and 30% to Bespoke.
 - B. **Referral and Collaborations Division Out of Bespoke Managed Referral:**
 - I. **Detail:** Internal Agent Referral- Processed- Managed by Bespoke Referral and Collaborations
 - II. **Minimum Gross Referral Amount from Recipient Broker to Bespoke:** 20% of Listing Side Commission
 - III. **Division Override of Referral Commission Collected: Referrals:** 3%

4. **J.W Division Growth -KPI Milestone Bonus Payments:**
 - A. **New- Bespoke (Internal) Referral Agent Licenses Obtained:** Per (20) Licenses- Bonus: \$20,000
 - **Note:** Existing relationship referral agents procured by principals are not included in KPI
 - B. **Milestone of Referral Agent Listings Obtained and Sold (Volume):** \$30,000 Per \$100M in Listing Referral Generated Sales from Referral Agents

-Exhibit B Continued- General Provisions-**1. Term Period for Exhibit B Compensation:**

- a) The Term Period for the Employee Commission based compensation will be 12 months from the effective date of this agreement. Employee and Bespoke will review the commission schedule and conclude if a modification to the schedule is necessary based on factors of growth, procedure, divisional necessities, and other factors. Any modifications to the commission-based schedule will be agreed upon in writing by both parties.
- b) Employee and Bespoke may mutually elect to modify the commission and SOW fee at any point if necessary, to benefit both parties. Any modifications to the compensation schedule will be agreed upon in writing by both parties.
- c) Bespoke reserves the right to make salary payments from any of its company or affiliated entity accounts, which will not void any aspect of your employment agreement.

2. Buyers Service Division -Miscellaneous:

- a) **Case by Case Circumstances:** Given the unique nature of the business and information accessible to the associated divisions, the company may allocate deal specific modifications based on specific individual's attribution to a specific transaction or lead/concept/idea generation.
- b) **Communication:** Internal Communication will be necessary related to overlap of employee/Contractor referrals in the event the company or another Company Contractor already has a relationship or activity with the prospect.
- c) **Commission Side Definition:** Commission Rates as defined above are based on the NET Commission Received for the Selling Side Transaction only.
- d) **NET Commission Definition:** Is defined as the Gross Commission Received minus any sale specific owed external referral fees, and Bespoke provided capital to assist with Buyers sale transaction (transportation, accommodations, professional fees etc.)

3. Listing Management and Sales Division-Miscellaneous:

- a) **Commission Side Definition:** Commission Rates as defined above are based on the NET Commission Received for the Listing Side Transaction only.
- b) **NET Commission Definition:** Is defined as the Gross Commission Received minus any sale specific owed external referral fees, and 14% marketing cost recapture by the Company.
- c) **Starting Period-Division Portfolio Commission Override:** Gross Commission Income that is In-Contract status at the time this agreement is fully executed, or in active negotiation will not be included in the compensation structure defined within.

4. General Provisions:

- a) **Real Estate Brokerage Commissions:** To receive commissions involving Real Estate Brokerage Commissions, Employee/Contractor must have a valid real estate license held with the appropriate Bespoke entity, unless otherwise legally permitted and approved by Bespoke.
- b) **Reduced or Modified Commission Structures:** There may be circumstances where Property/Deal Specific Gross Commission percentages will fluctuate in order to complete a Real Estate transaction. The company reserves the right to reduce commission associated to the Listing or Buyer Side of Company Provided and Allocated Clients at its sole discretion, which may result in a gross reduction of Employee/Contractors associated commission split to the transaction.
 - I. Any commission reduction associated to a pending transaction between a Company Allocated Listing and Company Buyer will result in the gross commission reduction being equally applied between the listing and selling side of the transaction.
 - II. **Employee/Contractors Deal Specific Commission Reductions:** Employee/Contractor must obtain written approval from management to reduce a commission on a Employee/Contractor Direct Relationship Listing or Buyer.


- c) **Confidential Nature of Employee/Contractor Compensation:** The Compensation structure found in this agreement is to remain highly confidential. Disclosing this compensation structure can result in termination.
 - d) **Policy Adherence:** Employee shall comply with all policies and rules in the Bespoke Company Handbook/Policy Manual.
 - e) **Listing and Buyer Client Transactional Expenses:** Bespoke will provide Management approved expenses associated to potential and or pending buyer and listing side transactions in an effort to increase the probability of sale. In the event of sale, the company will recoup all provided expenses from the transaction from the collected commission. Employee/Contractor will be paid their associated commission split as defined within this Agreement from the NET amount after expenses and other applicable and stated company expense recapture is deducted.
 - f) **Direct and Indirect Referrals from Employee/Contractor:** Employee/Contractor must process referrals according to company policy, through the internal tracking system to documents and confirm Employee/Contractors allocation of procured and or provided referrals or direct relationship listings and buyer clients. In the event employee/Contractor does not process direct relationship clients or referrals prior to the listing being onboarded, or Clients offer and acceptance to purchase a property, Employee/Contractor will receive the commission split as defined as a Company Client-Fully allocated to Employee/Contractor.
 - g) **Company at is Sole Discretion Reserves the Rights To:**
 - I. Elect to not take on a Referral Agent, referral from any agent, any client, or listing procured by the employee/contractor.
 - II. Elect to terminate an agreement at any time with a client procured by the employee/contractor.
5. **Contractor Understands and Agrees to the Following:**
- a) Commission will be paid to employee/contractor within 15 business days after Bespoke receives commission from a transaction.
 - b) Rental Commissions due to employee/Contractor will be paid the within the 2nd week of every month.
 - c) In the event of partial payment, the commission due to employee/Contractor will be associated to the amount of payment received.
 - d) In the event a client goes into default on payment, and the company elects to pursue legal actions to collect owed compensation from the client; the commission paid to the employee/contractor if payment is received by the company will be based on the outstanding balance due to the company minus the actual legal fees and expenses incurred by the company for the collection of payment.

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Counterparts. This Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof. Additionally, the parties hereto hereby covenant and agree that, for purposes of this Agreement, (a) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts and (b) a facsimile or PDF signature shall be deemed to be an original signature. All executed counterparts of this Agreement shall be deemed to be originals, but all such counterparts taken together shall constitute one and the same Agreement.

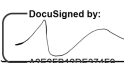
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This agreement including individual and encompassing provisions detailed within, will supersede any associated or similar provisions, term, and or conditions defined within the "Prior Agreement" between the Employee/Contractor and the Company. Provisions, terms, and conditions, defined within the "Prior Agreement" that are unrelated to Employee/Contractors Scope of Work, Compensation, and or Commission payments will remain in full force and effect between the parties.

Bespoke Real Estate LLC

By: 
Name: Zachary Vichinsky
Title: Managing Member
Date: 3/16/2021 | 12:11 PM PDT

Agreed To and Accepted By:

Employee

By: 
Name: Jarret Willis
Date: 3/16/2021 | 12:07 PM PDT

- You Must Initial and Date all Pages of this Agreement -

EXHIBIT 2

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is effective as of April 2nd 2019 (the "Effective Date"), by and between Bespoke Real Estate LLC, a New York limited liability company ("Bespoke Real Estate", and Bespoke Luxury Marketing LLC a limited liability company ("Bespoke Marketing") and together with Bespoke Real Estate, "Bespoke", "Company", or "BRE") having an office at 903 Montauk Highway, Water Mill New York 11976 and H GOLD LLC, and Harlan Goldberg (together, "Contractor") having an address at 3330 NW 190TH ST APT 2410, Miami Florida 33180.

1. **INDEPENDENT CONTRACTOR.** Subject to the terms and conditions of this Agreement, Bespoke hereby engages Contractor as an independent contractor, and not as an employee, to perform the services set forth herein. Contractor hereby accepts such engagement.

2. Contractor accepts and agrees to be engaged on the terms and conditions set out in this Agreement, and agrees to be subject to the general supervision, advice and direction of Bespoke and Bespoke's supervisory personnel. Contractor shall perform all duties as are customarily performed by a Contractor/Consultant in a similar position. Contractor shall also perform all other duties Bespoke may assign to Contractor from time to time.

3. DUTIES, TERM, AND COMPENSATION.

(a) Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in Exhibit A attached hereto and made a part hereof, which may be amended or supplemented in writing from time to time upon agreement of the parties. As part of this Agreement, Contractor shall also perform other responsibilities as reasonably directed by Bespoke and accepted by Contractor, which acceptance shall not be unreasonably conditioned, delayed or withheld.

(b) Contractor shall not have the right to make any contracts or commitments for or on behalf of Bespoke without first obtaining the express written consent of Bespoke.

(c) Contractor shall be fully responsible to determine the method, details, and means of performing the work to be performed for Bespoke. Bespoke shall not control the manner or determine the method of accomplishing Contractor's services. However, Bespoke may exercise broad general powers of supervision and control over the results of work performed by Contractor to ensure satisfactory performance, including the right to inspect, the right to stop work, to make suggestions as to the details of the work, and the right to propose modifications to the work.

4. EXPENSES.

(a) During the term of this Agreement, Contractor shall not bill and Bespoke shall not reimburse Contractor for any out-of-pocket expenses that are incurred in connection with the performance of the duties hereunder. Bespoke shall be responsible for supplying Contractor with an e-mail address.

(b) Contractor shall carry automobile insurance having coverage of at least \$300,000/500,000 for bodily injury and \$25,000 for property damage. Such insurance shall be maintained with an insurance company having a Best Rating of A+:X, and the insurance policy shall require that the insurance Company provide to at least 30 days' prior written notice of any cancellation of such policy.

5. **CONFLICT OF INTEREST.** Contractor shall not at any time during Contractor's engagement with Bespoke, without the prior written consent of Bespoke, engage, whether directly or indirectly, in any business or employment which is similar or in any way connected to or in

competition with the business of Bespoke, its subsidiaries, affiliates, associates and joint ventures, or which may be considered by Bespoke in its entire unfettered opinion to impair Contractor's capability to act at all times in the best interests of Bespoke. Notwithstanding the foregoing:

(a) Existing License Placement: Contractor will place New York State, and other affiliated Real Estate Licenses with Bespoke's associated entity, and only Bespoke Entities unless otherwise approved by Bespoke.

(b) All prospective buyers and sellers acquired by or introduced to Contractor from any source or activity will be referred into BRE system for assignment/referral and tracking. Any commission-based compensation related to applicable buyers, sellers, and/or projects will be paid in accordance with the terms and conditions of this Agreement.

6. TERMINATION.

(a) Either Bespoke or Contractor may terminate this Agreement at any time upon written notice to the other.

(b) If Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of Bespoke, is deemed guilty by Bespoke of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, Bespoke at any time may terminate the engagement of Contractor immediately and without prior written notice to Contractor.

(c) Upon any termination of this Agreement, Contractor shall not be eligible to receive any further compensation, remuneration, or consideration whatsoever. Any remaining SOW Fee due to the Contractor by the Company at the time of termination will be withheld and paid only upon the Contractor completing the satisfactory return of all Company provided materials, tools, files, e-mails, confidential and non-confidential information, and removal of Company portal, email, and file access from Contractor's personal devices.

(d) If the Company terminates this Agreement for any reason other any stated in Section 6(b) and 6(c), the Company will compensate Contractor with a "Termination Payment" equal to thirty (30) days compensation calculated by the prorated SOW Fee at the time of Company initiated termination. Contractor will additionally be entitled to Tail-Period Commission Compensation as per the terms defined within Section 7 of this Agreement. The "Termination Payment" and Tail-Period Commission Compensation will only be due to Contractor upon the Contractor completing the return of all Company provided materials, tools, files, e-mails, confidential and non-confidential information, and removal of Company portal, email, and file access from Contractor's personal devices, in addition to any other return of information /materials and termination obligations defined within this and/or associated Bespoke agreements or policy manuals. In the event the Contractor and/or person or entity controlled by or in control of the Contractor is deemed to be in breach of this Agreement or associated agreements, Contractor shall not be eligible to receive any further compensation, remuneration, or consideration whatsoever.

(e) If the Contractor terminates this Agreement prior to the 8th month from "Effective Date" of this Agreement, there will be NO Termination Payment" provided by Bespoke. Any remaining SOW Fee, and/or Tail-Period Commission Compensation due to the Contractor by the Company will be withheld and paid only upon the Contractor completing the return of all Company provided materials, tools, files, e-mails, confidential and non-confidential information, and removal of Company portal, email, and file access from Contractor's personal devices. In the event the Contractor and/or person or entity controlled by or in control of the Contractor is deemed to be in breach of this Agreement or associated agreements, Contractor shall not be eligible to receive any further compensation, remuneration, or consideration whatsoever.

(f) If the Contractor terminates this Agreement prior to procuring \$1 Million Dollars of Contracted Gross Income to Bespoke, from "Effective Date" of this Agreement there will be NO Termination Payment" provided by Bespoke. Any Tail-Period Commission Compensation due to the Contractor will be paid after a credit of \$100,000 is reimbursed to Bespoke from income generated by the Company, collected from contract and/or commission payments for services performed for clients directly procured by the Contractor ("Tail-Period Clients"). After the \$100,000 is reimbursed to Bespoke, the remaining Tail-Period Commission Compensation due to the Contractor will be paid in accordance with terms and conditions of this Agreement. Any remaining SOW Fee, and/or Tail-Period Commission Compensation due to the Contractor by the Company will be withheld and paid only upon the Contractor completing the satisfactory return of all Company provided materials, tools, files, e-mails, confidential and non-confidential information, and removal of Company portal, email, and file access from Contractor's personal devices.

(g) In the event the Contractor and/or person or entity controlled by or in control of the Contractor is deemed to be in breach of this Agreement or associated agreements, Contractor shall not be eligible to receive any further compensation, remuneration, or consideration whatsoever.

7. Commission Compensation after Termination or Expiration: Notwithstanding the terms and conditions of Section 6, the Company will pay Contractor for commission-based compensation specifically and only related to projects and listings that were directly procured by the Contractor, and are of "active", paying, and paid to date status with the Company at the time of termination. Any commissions paid during the Tail-Period will be paid to Contractor as per the payment terms and conditions defined within this and associated agreements with the Company.

(a) **Contractor Procured and of Active Status "Direct Relationship" Single Family Listings:** (1) 50% of the commission compensation stated within Exhibit B for the duration of the specific listings term with the Company, and (2) 25% of the commission compensation stated within Exhibit B for a period of 12 months after any renewal or extension of the listing term with the Company from the effective date of termination or expiration.

(b) **Contractor Introduced and of Active Status "New Development" Listings:** (1) 50% of the commission compensation stated within Exhibit B for the duration of the specific listings term with the Company, and (2) 25% of the commission compensation stated within Exhibit B for a period of 12 months after any renewal or extension of the listing term with the Company from the effective date of termination or expiration.

(c) **Contractor Procured "Direct Relationship" Single Family Buyer Referral:** 75% of the commission compensation stated within Exhibit B in the event a transaction is facilitated with the Contractor referred buyer, and the Company is actually paid from the transaction.

(d) **Contractor Introduced "New Development" Marketing Client"- Content Creation:** (1) 50% of the commission compensation stated within Exhibit B for the duration of the specific projects agreement term with the Company.

(e) **Contractor Introduced "New Development" Marketing Client"- Ongoing Marketing Services:** (1) 50% of the commission compensation stated within Exhibit B for the duration of the specific projects agreement term with the Company.

(f) If at any time during the Tail-Period Commission Compensation schedule, the Contractor and/or person or entity controlled by or in control of the previously contracted entity is deemed to be in breach of its non-disclosure and non-compete, non-circumvention and/or other restrictive covenants with the Company, Contractor shall not be eligible to receive any further compensation, remuneration, or consideration whatsoever and be liable to reimburse the Company upon demand, any and all SOW Termination Payments and Tail-Period Commissions received.

(g) Tail-Period Commission Compensation will only be applicable if (1) clients were directly procured by the Contractor, Company provided clients will not be included as Tail-Period Clients, (2) Tail-Period Clients were register upon termination of this Agreement by the Contractor in writing, and approved by Bespoke, (3) clients were of active status within a valid contract and/or agreement with Bespoke at the time of termination, (4) at the time of termination or expiration, the client was not in arrears of any sort with Bespoke, and (5) client does not default from their agreement with the Company during the Tail-Period.

8. **INDEPENDENT CONTRACTOR.** This Agreement shall not render Contractor an employee, partner, agent of, or joint venturer with Bespoke for any purpose. Contractor is and will remain an independent contractor in Contractor's relationship to Bespoke and Bespoke shall not (i) be responsible for withholding national, regional, local, state or other taxes or similar premiums or fees with respect to Contractor's compensation hereunder; (ii) make any insurance contributions for Contractor (or its employees, if applicable); or (iii) be responsible for any other payment on Contractor's (or its employees', if applicable) behalf whether similar or dissimilar to the foregoing. Contractor shall neither be entitled to nor have any claim against Bespoke hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, defined benefits, life insurance, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. All amounts paid to Contractor hereunder shall constitute income from self-employment, and Contractor shall take sole responsibility for payment of any and all taxes and similar charges related thereto including, without limitation, Federal, state and local income and payroll taxes, social security and FICA, unemployment insurance, and workers' compensation. Contractor shall pay any taxes and insurance applicable to Contractor's engagement hereunder and shall bear sole responsibility if any taxing authority asserts that Contractor is not an independent contractor under this Agreement.

9. **OWNERSHIP OF WORK PRODUCT.** The ownership of all work product and intellectual property rights such as trademarks, copyrights, brand names, registered designs and patents created by Contractor in the course of or related to Contractor's engagement (collectively, "Work Product") shall wholly and exclusively belong to Bespoke. As a condition of Contractor's engagement, Contractor will be required to sign Bespoke's Confidential Information, Work for Hire and Covenant Agreement, a copy of which is attached.

10. **RULES AND POLICIES.** Contractor's engagement shall be subject to all rules, regulations and policies of Bespoke as may be prescribed by Bespoke from time to time, including, but not limited to, Bespoke's anti-harassment and discrimination policy (the "Rules"). Bespoke may also add to, amend or terminate the Rules or any of the benefits applicable to Contractor's engagement or establish, suspend, or discontinue at its discretion any programs, including those devised to provide Contractor with gratuitous benefits.

11. **CONFIDENTIALITY.** Any trade secrets, non-public or confidential information of whatever nature relating to Bespoke, its holding, subsidiary, affiliated or associated companies or their business, affairs, finance or customers, which Contractor shall prepare, receive, generate or obtain any time during Contractor's engagement with Bespoke, shall be the property of Bespoke. Contractor shall use such trade secrets or confidential information only in the normal course of Contractor's engagement as directed by Bespoke and absolutely not for Contractor's private personal use or disclosure of the same to any third person whether for money, other consideration or otherwise any time during or after Contractor's engagement with Bespoke *provided* that this restriction shall not apply to information which may have come into the public domain otherwise than through the unauthorized disclosure by Contractor. Upon termination of Contractor's engagement with Bespoke, Contractor must return immediately to Bespoke all property and documents belonging to Bespoke or relating to the business or affairs of any of Bespoke's holding, subsidiary, associated or affiliated companies. As a condition of Contractor's engagement, Contractor will be required to sign Bespoke's Confidential Information, Work for Hire and Covenant Agreement, a copy of which is attached.

12. **REPRESENTATIONS AND WARRANTIES.** Contractor represents, warrants and covenants that: (i) Contractor is legally authorized to work in any jurisdiction in which Contractor will provide services to Bespoke, (ii) the parties are and shall be independent contractors to one another, (iii) nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties, (iv) nothing herein shall be interpreted or construed as creating or establishing the relationship of employer and employee between Bespoke and Contractor, (v) Contractor shall perform Contractor's responsibilities hereunder in a professional manner with the highest level of care and skill, (vi) Contractor shall comply with all Rules, including, but not limited to, Bespoke's anti-harassment and discrimination policy, (vii) Contractor shall perform Contractor's responsibilities hereunder in a manner that does not infringe, or constitute an infringement or misappropriation of any patent, copyright, trademark, trade secret or other interest, proprietary or otherwise, of any individual or entity including, without limitation, any of Contractor's prior clients/employers, and (viii) the Work Product and any use and/or exploitation thereof shall not be improperly derived from any copyrighted or trade secret material or otherwise be subject to or infringe upon any patent, copyright, trademark, trade secret or other interest, proprietary or otherwise, of any individual or entity including, without limitation, any of Contractor's prior clients/employers. Contractor agrees to defend, indemnify and hold harmless Bespoke from and against all fines, penalties, taxes, legal fees, claims, damages, losses, liabilities and other costs arising out of or relating to any breach of the above representations and warranties.

13. **GOVERNING LAW AND JURISDICTION.** All matters (in contract, tort or otherwise) arising out of, in connection with, or relating to this Agreement including, without limitation, the validity, interpretation, construction, performance, and enforcement of this Agreement, shall be governed, construed, and interpreted exclusively in accordance with the laws of the State of New York without giving effect to its conflicts or choice-of-law principles. The parties hereto irrevocably consent to the exclusive personal and subject matter jurisdiction of the federal and state courts located in the State of New York, County of New York, and to the exclusive venue of the United States District Court for the Southern District of New York and of the courts of the State of New York located in the County of New York. The parties hereby irrevocably waive any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement. Contractor agrees that any claim or lawsuit relating to Contractor's engagement with Bespoke must be filed no more than six (6) months after the date of the action that is the subject of the claim or lawsuit. Contractor agrees to waive any statute of limitations to the contrary.

14. **RETURN OF PROPERTY.** Upon any termination of this Agreement, Contractor shall deliver to Bespoke all property, which is Bespoke's property or related to Bespoke's business (including keys, records, notes, data, memoranda, models, email, passwords and equipment) that is in Contractor's possession, custody or control. This includes an immediate in-person meeting with Bespoke management to affect the removal of any prior emails related to Bespoke from any/all devices of Bespoke and Contractor. This must be done prior to being paid any outstanding amounts due from the Company. In the event Contractor does not comply with any aspect of return of property, this non-compliance will be considered a material breach of this Agreement by Contractor, and will result in a forfeiture all owed compensation.

15. **MISCELLANEOUS.** Contractor shall use the e-mail address provided by Bespoke (i) solely for business purposes, and (ii) for all electronic correspondence relating to Bespoke. All real estate business related electronic correspondence shall be conducted via Bespoke's email platform. This Agreement cannot be changed or terminated orally, and none of the terms hereof shall be deemed to be waived or modified except by an express agreement in writing signed by the party against whom such waiver or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

16. This Agreement constitutes the entire agreement between the parties relating to the subject matter contained herein and terminates and supersedes all prior or contemporaneous

representations, promises, warranties, covenants, undertakings, discussions, negotiations, and agreements, whether written or oral, other than those expressly contained in this Agreement. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable, in whole or in part, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision. This Agreement is the product of arms-length negotiations between parties knowledgeable of its subject matter that have had the opportunity to consult counsel concerning the terms and conditions of this Agreement prior to the execution hereof.

17. Any rule of law that would require interpretation of any provision against the party responsible for its inclusion herein shall have no effect on the interpretation of this Agreement. The headings on each paragraph hereof are for convenience purposes only and shall not be used to construe the terms of this Agreement.

18. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy, or electronic copy in .pdf or similar format, of an executed counterpart shall be valid and have the same force and effect as an original.

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

CONTRACTOR:

By: 
Name: Harrison Goldkey Date 4/4/19
Title: _____

BESPOKE:

Bespoke Luxury Marketing LLC

By: _____
Zachary Vichinsky Date
Managing Member

BESPOKE:

Bespoke Real Estate LLC

By: _____
Zachary Vichinsky Date
Managing Member

EXHIBIT A- INDEPENDENT CONTRACTOR AGREEMENT

This is an Exhibit to the Independent Contractor Agreement (the "Agreement") dated as of April 1st 2019 (the "Effective Date"), by and between Bespoke Real Estate LLC, a New York limited liability company ("Bespoke Real Estate", and Bespoke Luxury Marketing LLC a limited liability company ("Bespoke Marketing") and together with Bespoke Real Estate, "Bespoke", "Company", or "BRE") having an office at 903 Montauk Highway, Water Mill New York 11976 and H GOLD LLC, and Harlan Goldberg (together, "Contractor") having an address at 3330 NW 190TH ST APT 2410, Miami Florida 33180. This Exhibit shall be subject to, and incorporated in, the Agreement. In the event of any conflict between the terms of this Exhibit and the terms of the Agreement, the terms of this Exhibit shall control. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Agreement.

Duties: Independent Contractor acting as and in accordance as a Licensed Salesperson, Salesperson, agent, or Associate Broker.

1. Enhancement and management of the New Development Marketing and Sales Division of Bespoke.
2. Enhancement and management of the Bespoke Corporate Brokerage and Managed Services Business Model.
3. Enhancement and management onboarding Bespoke Marketing Projects.
4. Enhancement, management and Involvement in the lead generation, presentation, onboarding, and sales efforts for VIP Listings and Projects.
5. Work with principals to complete wire frame and action strategy in the creation of Bespoke's New Development Marketing and Sales Division.
6. Work with principals and Company members to implement and staff associated systems related to the New Development Division.
7. Work with Company to generate and implement the New Development Division specific marketing and branding strategy.
8. Work with principals and Company members to fine tune, enhance, expand lead generation /procurement systems to grow the Bespoke Portfolio of New Development, Individual High Value Resale, and Marketing projects within the specific segments and locations desired by the Company.
9. Continuously audit and enhance the budgets, systems, processes, roles, responsibilities, needs, and issues within the divisions under management.
10. Work with principals and Company members to wire frame duplication of needed systems and logistics related to expansion in additional core markets. (New Development- UHV Single Family Listings- Marketing Services)
11. Obligations related to the public facing elements of the divisions.
12. Enhancement and management of the processes related to the obtaining, onboarding, and managing Bespoke Marketing Projects.
13. Management and direct involvement in the lead generation, presentation, onboarding, and sales efforts for VIP Listings and New Development Projects.

Compensation:

1. Annual Contract SOW Fee: \$150,000 (One Hundred Fifty Thousand Dollars)
 - A. Your annual Contract SOW Fee will be paid in equal payments every Two (2) weeks, based on a 12-month calendar year. Bespoke reserves the right to make SOW Fee payments from any of its company or affiliated entity accounts, which will not void any aspect of your agreements with Company.
2. Commission Based Compensation will be paid as set forth on Exhibit B.
 - A. Automatic Project and Listing Allocations Upon Agreement:
Upon commencement of this Exhibit, Contractor will be entitled to compensation related to the following properties and projects as per the compensation terms defined

within Exhibit B. The projects specified within this provision will not count towards any Portfolio Growth or Contractor Provided Gross Income Milestone Key Performance Indicators.

- I. **Bespoke Marketing: Consulting- Branding-Content Creation Clients:**
 - Project: Renegade – Remaining Contract Value: \$50,625.00
 - Project: IC Procured -Oil Nut Bay: Remaining Contract Value: \$450,000.00
- II. **Ongoing Marketing Management Contract Clients:**
 - Project: Renegade- Remaining Contract Value: \$117,000.00
 - Project: IC Procured Oil Nut Bay- Remaining Contract Value: \$306,000.00
 - Project: Half Moon Bay-: Monthly Term Gross Value- \$25,000.00
 - Project: William D' Agata: Remaining Contract Value: \$27,000.00
- III. **New Development Listing Sales: Corporate Procured**
 - Project: Oil Nut Bay
 - Project: Half Moon
- IV. **Corporate Procured NYC High Value Single Family Listings:**
 - 134 Charles Street NYC, Asking Price: \$80,000,000 Completed- \$50,000,000 "As - Is"
 - Walker Tower PH 18A NYC- Asking Price: \$28,000,000
 - 56 East 66th Street, Upper East Side- Asking Price: \$11,900,000

Terms: This Exhibit will continue until either party terminates this Exhibit and is subject to periodic review and amendment as required by Bespoke. The parties agree to formally review and agree upon revisions to the commission-based compensation terms one (1) year after the Effective Date. The Company reserves the rights to modify, revise, delete, or add to the provisions from time to time when, in its discretion, it determines it is appropriate. This Agreement is not intended to alter the at-will relationship between the Company and its Contractors.

1. **Real Estate Brokerage Commissions:** To receive commissions on deals involving Real Estate Brokerage Commissions, IC have a valid real estate license held with the appropriate Bespoke entity, unless otherwise legally permitted and approved by Bespoke.
2. **Reduced or Modified Commission Structures:** There may be circumstances that commission percentages will fluctuate, based on client needs and internal team goals. This will be discussed upfront with regard to the specific circumstance and client. All parties to this Exhibit will agree to reduced or modified commission splits in advance.
3. **Confidential Nature of Contractor Compensation:** The Compensation structure found in This Exhibit is to remain highly confidential. Disclosing this compensation structure can result in termination.
4. **Policy Adherence:** Contractor/Agent shall comply with all policies and rules in the Bespoke Company Handbook/Policy Manual.
5. **Company at its Sole Discretion Reserves the Rights To:**
 - A. Elect to not take on a client procured by the Contractor.
 - B. Elect to terminate an agreement with a client procured by the Contractor.
6. **Contractor Understands and Agrees to the Following:**
 - A. Commission will be paid to Contractor within 10 business days after Bespoke deposits and receives, retainer payment from the client.
 - B. Commission will only be paid on payments received, deposited, and cleared.
 - C. In the event of partial payment, the commission due to Contractor will be associated to the amount of payment actually received.
 - D. In the event a client goes into default on payment, and the Company elects to pursue legal actions to collect owed compensation from the client; the commission

paid to the Contractor if payment is received by the Company will be based on the outstanding balance due to the Company minus the actual legal fees and expenses incurred by the Company for the collection of payment.


7. Term Period for Exhibit B Commission Compensation:

- A. The Term Period for the Contractor Commission based compensation will be 12 months from the effective date of This Exhibit, or upon Contractor generating \$1 Million in Gross Revenue through Bespoke Services, whichever comes first. Contractor and Bespoke will review the commission schedule and conclude if a modification to the schedule is necessary based on factors of growth, procedure, divisional necessities and other factors. Any modifications to the commission-based schedule will be agreed upon in writing by both parties.
- B. Contractor and Bespoke may mutually elect to modify the commission and SOW fee at any point if necessary to benefit both parties. Any modifications to the compensation schedule will be agreed upon in writing by both parties.

8. **Counterparts.** This Exhibit may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof. Additionally, the parties hereto hereby covenant and agree that, for purposes of this Exhibit, (a) the signature pages taken from separate individually executed counterparts of this Exhibit may be combined to form multiple fully executed counterparts and (b) a facsimile or PDF signature shall be deemed to be an original signature. All executed counterparts of this Exhibit shall be deemed to be originals, but all such counterparts taken together shall constitute one and the same Exhibit.

IN WITNESS WHEREOF, the parties hereto have executed this Exhibit as of the day and year first above written.

CONTRACTOR:

By: 
Harlan Goldberg
Title: _____ Date 4/4/19

BESPOKE:

Bespoke Luxury Marketing LLC

By: _____
Zachary Vichinsky
Managing Member Date _____

BESPOKE:

Bespoke Real Estate LLC

By: _____
Zachary Vichinsky
Managing Member Date _____

EXHIBIT B

	Location	Milestone	Compensation	Compensation Method	Obligations
New Development and Marketing Platform					
Portfolio Growth- New Development Listings	NYC + FL	Every \$100 Million in Portfolio Growth	\$ 20,000.00	Bonus Payments to IC - 2% Min Listing Side Commission- Min 12 Month Term	Onboarding- High Level Ongoing Management
IC Introduced New Development Listing Sales	NYC+FL +	Sale Over-ride- Brokerage Transactions	30%	Paid as 30% of 50% of the Gross Commission	Onboarding- High Level Ongoing Management
Corporate Procured- New Development Listing Sales	NYC and FL +	Specific Transaction	20%	Paid as 20% of 50% of the Gross Commission	Onboarding- High Level Ongoing Management
Corporate Procured- IC Onboarded NYC Single Family Listing Sale	NYC	Specific Transaction	15%	Paid as 15% of 50% of the Gross Commission	Onboarding- High Level Ongoing Management
Corporate Procured- Ongoing Month Management Service	NYC+ Hampton	Specific Transaction	30%	Paid on 100% of Gross Commission	Onboarding- High Level Ongoing Management
IC Direct Relationship Referral Buyer \$10 Million +	NYC+ Hampton	Specific Transaction	35%	Paid on 100% of Gross Commission	Onboarding- High Level Ongoing Management
Beispiele Marketing- Paid Services Marketing Platforms:					
IC Procured- Current Creation Services- Individual Project	Not Limited	Project Introduced by IC- Collectively Onboarded	10%	Commission on Gross Payment Received- Paid as Bespoke is Paid by Client	High Level Ongoing Client and Internal Management Obligations
Corporate Procured New Development (Special Individual Projects)	Not Limited	Projects Obtained by Corporate or Non-IC Sales Team	5%	Commission on Gross Payment Received- Paid as Bespoke is Paid by Client	Onboarding as MD- Ongoing High Level Client and Internal Management Obligations
IC Procured- Ongoing Month Management Service	Not Limited	Project Introduced by IC- Collectively Onboarded	10%	Commission on Gross Payment Received- Paid as Bespoke is Paid by Client	High Level Ongoing Client and Internal Management Obligations
Corporate Procured- Ongoing Month Management Service	Not Limited	Projects Obtained by Corporate or Non-IC Sales Team	5%	Commission on Gross Payment Received- Paid as Bespoke is Paid by Client	Onboarding as MD- Ongoing High Level Client and Internal Management Obligations
IC Procured Gross Income Generation (PI)	Not Limited	\$1,000,000 in Gross Paid Services Contracts- 100% Paid	\$ 50,000.00	Increase of \$50,000 applied to IC Annual SOW Fee	Paid service income generated by IC Direct Client Procurement

Notes:

- Bespoke New Development + Ongoing Management Services- Bespoke Average 15% of Gross Commission
- Corporate Procured New Development + Ongoing Management Services- Bespoke Average 15% of Gross Commission
- Bespoke Marketing Paid Services (PI) - 45% Post Onb
- Bespoke Marketing #5: 4- Minus Current Squared Marketing Spend Included in Monthly Retainer
- Bespoke Marketing #5: Upon which IP Mechanics are Revised and Agreed Upon.
- Corporate Procured Bespoke Marketing Goods Commission Target 20% - 40% Average of Gross Commission

EXHIBIT 3

2:12 ↖



Lisa >



Wed, Aug 17, 10:34 AM

Happy birthday you nigger!!!! Love and miss ya xoxoxo



Fri, Sep 2, 11:48 AM

U working

I have been working 7 days a week since May. Not a single day off so YES! What's cooking?

So black

lol jk I just passed your store

I miss you

VERY!!!

You have crazy plans this weekend

Unfortunately 🙄🙄

I hope I die in the process just so I can sleep



iMessage



EXHIBIT 4

Today 9:43 AM



The orange shirt really makes you look like an inmate

Kinda scared

Lmao so Niggerish

I have ur card here

Want me to mail or you'll pick up?