

Superior Court of The District of Columbia

CIVIL DIVISION

Ken Chookhachian
460 Grand Street # 22H
New York, New York 10002,

Plaintiff,

v.

Clara Frenk
3127 Ostheimer Ave
Connersville, Indiana 47331,

and

Ronald Corbin
3127 Ostheimer Ave
Connersville, Indiana 47331

Defendants.

Civil Action No. 2024-CAB-001705

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff Ken Chookhachian (hereinafter also referred to as “Plaintiff,” “Mr. Chookhachian,” or “Hussy”), by and through undersigned counsel, files this Complaint against Defendants Clara Frenk (hereinafter referred to as “Defendant Frenk,” or “DCMediaGirl”) and Ronald Corbin (hereinafter referred to as “Defendants Corbin,” “Negzlive,” or “Negz”); and for his complaint state as follows:

NATURE OF COMPLAINT

Since last year, Defendants have been actively using their personal social media accounts (Twitter, YouTube channel, and Rumble channel) to willfully and deliberately engage in campaigns of harassment and defamation against Mr. Chookhachian by openly and falsely

accusing Plaintiff of being a “sex predator,” “drunk,” “liar,” “scammer,” and other defamatory written and/or oral statements. Defendants also falsely categorized Plaintiff of being a "sexual predator" and “alcoholic” via the republication of third-party defamatory videos on her Twitter personal account, even knowing that Plaintiff has never been arrested or prosecuted for whatever criminal activity she claims Plaintiff has been involved with, or indeed has a clinically diagnosed addiction to alcohol. This led the Plaintiff to file claims of Defamation, Defamation *Per Se*, False Light, and Intentional Infliction of Emotional Distress against Ms. Frenk. *See generally* Civil Action Number 2023-CAB-001935 in the Superior Court of the District of Columbia.

On October 23, 2023, the parties decided to reach a settlement by signing a Settlement Agreement entitled “CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE” (hereinafter referred to as “the Agreement,” “Settlement Agreement,” or simply “the Document”). For example, in the settlement agreement, Ms. Frenk agreed to pay Plaintiff \$7,500 and refrain from disparagement, including participating in disparagement from others. In return, the plaintiff agreed to drop his case. Upon signing the Agreement, Mr. Chookhachian thought he would be finally free from Frenk’s malicious and defamatory statements. Still, it turns out that the Agreement only served the purpose of giving her extra time to continue relentlessly defaming Plaintiff on the internet with little to no consequences.

After suffering further severe monetary and emotional distress, Mr. Chookhachian was left with no other choice other than to file this new complaint of breach of that agreement. Plaintiff seeks relief under the District of Columbia and Federal common and statutory law, including, but not limited to, injunctive and other equitable relief, compensatory and punitive damages, expenses, and reasonable attorneys' fees, based on the Defendants’ Breach of Contract,

Breach of the Covenant of Good Faith and Fair Dealing, and Intentional Infliction of Emotional Distress.

JURISDICTION

This Court has jurisdiction over the subject matter of this complaint pursuant to D.C. Code §§ 1-204.31(a) and 11-921.

This Court has personal jurisdiction over the Defendants pursuant to D.C. Code Ann. §§ 13-422 and § 13-423. Jurisdiction is proper in this court in that the events and transactions giving rise to the Plaintiff's claims occurred while the parties signed a Settlement Agreement that is governed by, construed, and enforced in accordance with the laws of the District of Columbia. Jurisdiction is also proper in this court because the parties agreed, when signing the Agreement, to have any and all disputes resolved in the District of Columbia.

PARTIES

1. Plaintiff Ken Chookhachian is a resident of New York and a citizen of the United States.

2. Defendants Clara Frenk is, upon information and belief, a resident of Indiana and a citizen of the United States.

3. Defendant Ronald Corbin is, upon information and belief, a resident of Indiana and a citizen of the United States.

STATEMENT OF FACTS

1. Plaintiff is a digital content creator on social media and streaming platforms, such as Twitter¹, Twitch², and YouTube³. Plaintiff uses his digital audiences to make comedy

¹ <https://twitter.com/thehussyshow100>

² <https://www.twitch.tv/thehussylounge/about>

³ <https://www.youtube.com/@dramacooking8817>

sketches, videos, and livestreams in which he impersonates his old nanny, Ms. Hussy. In exchange for his content, he receives monetary donations, paid subscriptions, and “super chats” from his fans and digital admirers.

2. Plaintiff has been creating online content for his fans over the past few years. Last year, prior to the public online posting of the Defendants’ defamatory statements, Mr. Chookhachian had over 200 paid memberships on his Twitch channel. He also had, on average, 600 views per livestream prior to the commencement of Defendant Frenk’s defamation campaign against Plaintiff, and he used to profit between \$1000,00 and \$1500,00 monthly from Twitch.

3. Defendant Frenk, aka "DcMediaGirl," is the owner of digital platform accounts on Twitter⁴ and, most recently, Rumble⁵. The Defendants also used to make videos and livestreams on YouTube, but she was recently banned from these platforms at some point last year for violating their terms of use.

Defendants’ prior defamation incidents and relevant facts prior to October 25, 2023

4. Since last summer, Defendants have maliciously and deliberately engaged in campaigns of harassment and defamation against Mr. Chookhachian by falsely accusing Plaintiff of being a “sex predator,” “drunk,” “liar,” “scammer,” and another defamatory written and/or oral statement.

5. Defendant Frenk, over the past two years, has used her social media accounts to harm Plaintiff’s reputation and to cause him economic and non-economic damages. Just as a matter of exemplification of Defendants’ horrendous false accusations and defamatory statements:

⁴ <https://twitter.com/MediagirlDc>

⁵ rumble.com/c/DCMediagirl

- a. On November 12, 2022, Defendant Frenk used her Twitter account to post the following public tweet: “She [unknown person] is not witty, funny or smart, just another pathetic drunk like Hussy and GG.”;
- b. On November 19, 2022, Defendant Frenk used her Twitter account to post the following public tweet: “If Hussy thinks anything he has to say about me is going to make me cry or run away, he’s got another thing coming. Hussy, you’re a drunk and a predator who relies on women to pay his way and runs to the police when your feelings are hurt #loser #manbaby.”;
- c. On November 29, 2022, Defendant Frenk used her Twitter account to post the following public tweet: “I’m not surprised that Hussy is defending Silvana. Sex predators generally stick together. They both made unwanted advances at men who weren’t interested, harassed them relentlessly, and went scorched earth when they were rejected #Predators.”;
- d. On November 29, 2022, Defendant Frenk used her Twitter account to post the following public tweet: “Hussy is attacking me non-stop with ALL CAPS TWEETS has convinced me that all the DM’s I’ve shared are 100% real. And guess what? I’m not going to call the cops on your pathetic, alcoholic ass. Keep showing the world who you are, predator.”;
- e. On November 30, 2022, Defendant Frenk used her Twitter account to post the following public tweet: Plaintiff is “[a] predator and misogynist. Keep going, Hussy. I love it when you show the world who you are. Reported.”;

- f. On December 6, 2022, Defendant Frenk used her Twitter account to post the following public tweet: “No one cares if you never return, Irate Scumbag, and Hussy, damn, you’re such a predator. Absolutely disgusting.”;
- g. On December 8, 2022, after publicly leaking Plaintiff’s private cellphone contact on a livestream, Defendant Frenk used her Twitter account to post the following public tweet: “Hussy, stop. Your phone number is on Google.”;
- h. In or around December 2022, Defendant Frenk exposed to her audiences online Plaintiff’s privacy when sharing on a YouTube video that Mr. Chookhachian was currently married to a woman named Alvard Arsenyan. In fact, Plaintiff and Ms. Arsenyan were married in the past, but they have been divorced for over nine years. Plaintiff tried to keep his former relationship with Ms. Arsenyan away from the internet, but Defendants maliciously exposed it in order to harm his image. She intended to allegedly expose him and Ms. Arsenyan’s private life by portraying Plaintiff’s former wife’s Identity, her face, and her alleged marital status. Defendant Frenk deliberately lied to her audience when claiming that Plaintiff and Ms. Arsenyan were still married;
- i. On February 4, 2023, Defendant Frenk used her Twitter account to post the following public tweet: “Hussy, you’re such a liar. You called on purpose when you were drunk. Everyone knows it.”;
- j. On February 18, 2023, Defendant Frenk used her Twitter account to post the following public tweet: “Join us! Hussy is actively Scamming his audience and viewers!” The tweet contained a link to a live stream of Defendants’ boyfriend,

“Negzlive.” The livestream⁶ contained a series of improper allegations that Plaintiff was a “scammer” and that Mr. Chookhachian was stealing from his online paid supporters and sponsors.;

- k. On February 19, 2023, Defendant Frenk used her Twitter account to post the following public tweet: “Oh Hussy, you should’ve listened to my offer yourself instead of believing trolls. Have another bottle of vodka. That’ll solve everything.”;
- l. On February 19, 2023, Defendant Frenk used her Twitter account to post the following public tweet: “Mz Parker VS Miss Hussy (Alien vs Predator).” The tweet contained a link to a live stream of Defendants’ boyfriend, “Negzlive.” The livestream⁷ contained multiple defamatory statements and allegations that Plaintiff is a “sex predator.”;
- m. On March 7, 2023, Defendant Frenk used her Twitter account to post the following public tweet: “Hussy is inviting the Black Widow on his channel, the woman who shared a screenshot of Little Negz in his underwear. Another predator and liar. Birds of a feather.”
- n. On March 10, 2023, Defendant Frenk used her Twitter account to post the following public tweet: “Hussy, your friends left you. Because you’re a liar and a drunk with anger issues, who only cares about money. You wrote down donations made to other creators but not your own passwords. That’s who you are.”;

⁶ <https://rumble.com/v2a08eu-miss-hussy-is-actively-scamming-his-audience-and-viewers.html>

⁷ <https://rumble.com/v2a2zve-mz-parker-vs-miss-hussy-alien-vs-predator.html>

- o. On March 10, 2023, Defendant Frenk used her Twitter account to post the following public tweet: “Broke, ugly, unemployed and bald. Stop talking about yourself, Hussy.”;

6. It all seems to appear that Frenk is part of a larger group of other digital content creators on the internet that act coordinately and with the intent to massacre Mr. Chookhachian’s image and defame him as much as possible. They call themselves “the bodega.” Here are some examples of these organized attacks:

- a. On May 12, 2023, in a Discord chat in which Frenk and other members of the Bodega were participating, Frenk told Afshan to find out where Mr. Chookhachian went to high school and what he did before he started YouTube. Frenk claimed Mr. Chookhachian committed green card fraud and was lying about my vision loss.
- b. On May 23, 2023, Afshan Khalil, a member of “the bodega,” falsely accused Mr. Chookhachian of being a “Sex Predator” while on a live stream on YouTube with another streamer known online as “Bad Boi TraGiC;”
- c. On June 25, 2023, Afshan Khalil hosted a live stream on her YouTube channel in which Mr. Chookhachian was falsely accused of being a “Child Molester,” “Rapist,” and “Coward” with “Negz,” “DC Media Girl,” and three other streamers known online as “Bad Boi TraGiC,” “SponsoredbyRitalin,” “Anna Nikol” While these horrendous accusations were being made, Afshan Khalil laughed and did not intervene;
- d. In or about June 2023, Afshan Khalil retweeted a mocked-up “Sex Offender” poster with Ken's face, legal name, and former address on it. Subsequently, she claimed she did not make the poster, so “she has done nothing wrong.”

- e. On July 5, 2023, Afshan Khalil was in a live stream with four other streamers whose online nicknames are “Bad Boi TraGiC,” “SponsoredbyRitalin,” and “Anna Nikol,” in which Plaintiff’s personal information and address were being deliberately leaked after they were obtained by a private investigator, in an attempt to “dox” Mr. Chookhachian. “Doxing” is a form of online harassment that means publicly exposing someone's real name, address, job, or other identifying info without a victim's consent. The aim of “doxing” is to humiliate, bully, harass, or otherwise harm a victim.
- f. On July 6, 2023, while on a live stream, Afshan Khalil admitted to looking up personal and private info on Mr. Chookhachian and shared it with all persons watching this live event. This was another attempt to “dox” Mr. Chookhachian’s identity, private information, and sensitive data.
- g. In the morning of July 14, 2023, while Plaintiff Chookhachian was hosting a live stream on Twitch, he was swatted. Six police officers knocked on his door and stated that they had received a call that Plaintiff Chookhachian was threatening to physically harm his roommate and was threatening to bomb the building he resides in. Plaintiff Chookhachian answered the door and explained that he did not have a roommate. He also informed the officers that he had been threatened by Afshan Khalil and associates with swatting. Plaintiff Chookhachian allowed the officers to perform a full search of his home, and they determined that there was no threat.
- h. On August 30, 2023, Afshan Khalil, while arguing that “wishing harm on someone is not a crime,” wished that Mr. Chookhachian be “beat up” and called him a “fat

fuck” while on a live stream on YouTube with another streamer known online as “Bad Boi TraGiC;”

- i. On September 5, 2023, Afshan Khalil falsely accused Mr. Chookhachian of being a “Shoplifter” while on a live stream on YouTube with another streamer known online as “Bad Boi TraGiC;”
- j. On September 5, 2023, Afshan Khalil highlighted a viewer comment on her channel while on a live stream on YouTube with four other streamers whose online nicknames are “Bad Boi TraGiC,” “Alex Glitter,” “Ritalin,” and “Anna Nikol.” During the same stream, Afshan Khalil allowed “Bad Boi TraGiC” to read it out, saying Mr. Chookhachian “drugs people to take advantage of them” and falsely accused Mr. Chookhachian of “making out with people who are passed out.”
- k. Somewhen in September 2023, Afshan Khalil held a live stream on YouTube with four other streamers whose online nicknames are “Bad Boi TraGiC,” “Alex Glitter,” “SponsoredbyRitalin,” and “Anna Nikol.” During this live stream, Afshan Khalil:
 - i. Allowed “Bad Boi TraGiC” on her channel to say Mr. Chookhachian is making out with unconscious people, call Mr. Chookhachian a “sex pest,” “perverted deviant,” “danger to society,” and threaten to “burn [Mr. Chookhachian] down and everyone around [him];”
 - ii. Falsely accused Mr. Chookhachian of “making out with a kid;”
 - iii. Highlighted a viewer’s comment about reporting Plaintiff Chookhachian for “disability fraud;”

iv. Allowed someone on the panel to accuse Mr. Chookhachian of being an alcoholic.

1. This endless thread of defamatory statements and online harassment left Mr. Chookhachian and other victims of the “bodega” with no other option but to file a civil claim against Afshan Kahlil in the Circuit Court for Howard County in the state of Maryland in 2024. *See Case # C-13-CV-24-000216 - Ken Chookhachian et al. vs. Afshan Khalil.*

The first Civil Action, the Settlement signed, and violations between October 25, 2023, and November 15, 2023

7. Based on these facts, Mr. Chookhachian filed a civil suit against Frenk in the Superior Court of the District of Columbia – matter no. 2023-CAB-001935 (hereinafter referred to as the “Lawsuit” or “the Defamation Matter”).

8. On October 23, 2023, the parties decided to reach a settlement by signing a Settlement Agreement entitled “CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE.” The settlement agreement also contained confidentiality and non-disparagement clauses. The parties decided to settle the case under the following conditions:

- a. For and in consideration of the payment of \$7,500 (seven thousand five hundred dollars) from Frenk to Chookhachian and other valuable consideration, the Parties agreed that the Agreement and General Release was a compromise between the Parties for the complete and final settlement of all claims, differences, and causes of action, including attorney’s fees, now known or unknown, between them, accruing through the date of this Agreement.
- b. The Parties agreed that they would not interfere with or create any negative impact on each other’s business or personal lives. The Parties agreed not to cause

any harm or disturbance to each other, including but not limited to posting any negative reviews or comments about the other Party on any platforms, whether real or virtual. The Parties agreed not to take, support, encourage, induce, or voluntarily participate in any action or attempted action that would negatively comment on, disparage, or call into question the character or business operations of the other Party or any of the Released Parties, or to act in any way that would damage the reputation or business relationships of the other Party, except as required by law.

- c. Ronald Corbin, who was not a party to the defamation matter, agreed to be bound by the No Disparagement Clause and endorsed his signature at the end of the document, so it is signifying.
- d. The Parties agreed not to disclose any information regarding the terms or conditions of this Agreement, except to their immediate family, tax advisor, and/or its attorneys, or as otherwise specifically protected or required by law.

9. In spite of the Settlement Agreement signed and the compromise Mr.

Chookhachian partook in order to have Frenk's and Corbin's harassment campaign ceased, Defendants continued to act maliciously and in direct violation of Agreement's terms:

- a. On October 29, 2023, Frenk admitted to Afshan Khalil that she would continue to harass Mr. Chookhachian while selling all of her assets and moving to another state (Indiana) to avoid Plaintiff's counsel to place liens on her house and anything else she owned.
- b. On October 29, 2023, Afshan Khalil, a member of "the bodega," said in a private discord that Frenk told Sherry Brown, another member of the "bodega," about the

Settlement. Not only has she been telling people about the case, but she has also been lying about the Settlement signed by the parties. She openly told several people that Mr. Chookhachian did not obtain any compensation for the defamation matter in an attempt to humiliate him further and expose him as a scammer and loser. This emboldened others to come after him.

- c. On or about October 29, 2023, on a live stream entitled “Live-Monty Bitch Slaps the Crying Ground,” Defendant Corbin shared a derogatory and offensive video of Plaintiff Chookhachian, resulting, once again, in a violation of the terms of the parties’ agreement.

10. As a result, on November 15, 2023, the Plaintiff’s counsel submitted a Demand

Letter to Defendant Corbin, explaining that:

On the “Live-Monty Bitch Slaps the Crying Ground,” you (Corbin) shared a video of Ms. Hussy in violation of the terms of the parties’ agreement. Based on your Breach of Contract and the damages sustained by Mr. Chookhachian, we hereby give notice that we intend to file a civil lawsuit against you (and all relevant subsidiaries and parent companies, if any exist). Our client seeks compensation for the sustained monetary damages associated with the breach and all legal and attorney’s fees incurred in this matter, including emotional distress as the matter had been concluded.

In an effort to resolve this matter, we write to inform you that our client is willing to settle this case amicably, if possible. If you would like to discuss this matter further, please review this letter and its attached exhibits and contact Maxwell and Price within 14 days of receiving it. If we do not receive your response within this timeframe, we will have no choice but to file a lawsuit to seek proper compensation for our client’s damages. The demand requested of \$2,500 is reasonable, considering the extent of the damages caused solely by your actions. While we would be willing to reach an agreement on these terms, we are fully prepared to go to trial. Please let me know how you would like to proceed. *See generally* Demand Letter sent by Plaintiff’s Counsel to Ronald Cornin on November 15, 2023.

11. Corbin accepted the terms of this new request and made the \$2500 payment. Still, Defendants Corbin and Frenk continued acting in the same violating manner by publicly humiliating and disrespecting the terms of the Settlement signed by the parties.

New violations post November 15, 2023

12. In spite of the Settlement Agreement that was signed and the second payment of \$2500 that flowed from Defendants' first set of violations of the Document, Defendants continued to violate its terms even after paying the additional \$2500. Here are some examples already known by the Plaintiff:

- a. Defendant used her Twitter account to retweet and share videos and live streams made by an account entitled "TheRealCrochetter," who claims to be Frenk's best friend. Several videos were retweeted, including a live stream made on January 3, 2024, entitled "Game Over,"⁸ in which "TheRealCrochetter" spends several minutes openly defaming Mr. Chookhachian. The Defendants are also encouraging this behavior by commenting and retweeting the majority of the posts made by this account. Again, this is all a tactic used by the Defendants to keep promoting hate against Mr. Chookhachian but somehow stay armored with the "I-did-not-post-it" argument. Still, these attacks and utterly defamatory posts made by "Welfare Wig" are praised and applauded by Defendants.
- b. Since the Settlement Agreement was signed, Defendant Frenk also used her Twitter account to retweet posts made by an account entitled "Welfare Wig," – which uses an image of Mr. Chookhachian's face as its profile picture. Several posts were retweeted, including those in which "Welfare Wig" claimed to have

⁸ https://www.youtube.com/watch?v=KbgX0IdKiwg&ab_channel=TheRealCrochetter

seen Mr. Chookhachian in person and admitted to hanging up a poster near where Plaintiff lives. The Defendants are also encouraging this behavior by commenting and retweeting the majority of the posts made by this account. While the identity of the person behind the “Welfare Wig” is still unknown, Defendants insist on deliberately condoning and admiring its posts and reposting them on their Twitter page. In fact, she even follows “Welfare Wig” on Twitter. Similarly, Corbin has posted multiple tweets, condoning comments made on his livestreams defaming Mr. Chookhachian in the most varied ways (*e.g.*, accusing him of being a pedophile, mentally ill, or even fraudster). This misconduct happened countless times, for example, on February 22, 2024, when Frenk openly said during one of her live streams on Rumble that she “hopes [Welfare Wig] to continue releasing “doxes” on people [including Chookhachian]. On the same day, she was interacting with “Welfare Wig” on Twitter, knowing that this account only exists for the purpose of defaming Mr. Chookhachian by accusing him of being a sex criminal and pedophile. This is all a tactic used by the Defendants to keep promoting hate against Mr. Chookhachian but somehow stay armored with the “I-did-not-post-it” argument. Still, these attacks and utterly defamatory posts made by “Welfare Wig” are praised and applauded by Defendants.

- c. During one of “Negz’s” live streams on Rumble entitled "THE GLITTER QUEEN DM DROP" on February 28, 2024, Corbin was not only allowing persons from the chat box of the live stream to defame Mr. Chookhachian but also incentivizing them and laughing at the fact that the participants of the stream were disrespecting the Plaintiff and diminishing him.

- d. During one of Afshan Khali's live streams on Saturday, March 3, 2024, entitled "WHY DON'T YOU LIVE ME AK?," "Bad Boi TraGiC" (another member of the "bodega" whose real name is Matt Berlinger) posted a comment openly admitting that Defendant Frenk violated the Settlement's confidentiality by exposing her disclosure of the Settlement to other persons. Specifically, he said, "DC told me hussy got nothing but a gag order."

13. These new violations of the terms of the Settlement Agreement Defendants were intentional. The plaintiff has never been arrested or prosecuted for any criminal activity. Somehow, Defendants adapted and managed to find new ways to continue to humiliate and attack Mr. Chookhachian by incentivizing others to defame him.

14. These continued violations of the Settlement Agreement made by Defendants hurt, continue to hurt, and will continue to hurt Plaintiff's professional, business, and personal reputation. It is likely that they irreversibly affected his image.

15. The Defendants made each of these violations without privilege or another legal basis to do so.

16. Defendants have been solely and intentionally violating the terms and spirit of the Agreement over and over, with the certainty of impunity. Since the Agreement was signed, Defendant Frenk has been utterly disrespecting the compromise made by the parties to cease the endless attacks on Mr. Chookhachian by reposting or even incentivizing others to go live defaming Plaintiff. She even admitted to Afshan Khalil that she would continue to harass Mr. Chookhachian while selling all of her assets and moving to another state (Indiana) to avoid Plaintiff's counsel to place liens on her house successfully and anything else she had.

17. Frenk also violated the confidentiality of the Agreement by talking about it and disclosing information about its terms and clauses with multiple persons, including members of “the bodega.”

18. Since the Settlement was signed, Defendants knowingly, recklessly, and intentionally promoted and shared videos, live streams, and publications of false and defamatory statements and accusations of the Plaintiff being a “sex predator,” “drunk,” “liar, and “scammer” with full knowledge of the potential that this may cause harm to his reputation in the community. These misrepresentations have no basis in fact. Defendants have shown and continue to show Plaintiff in a false light by posting tweets containing a link to several live streams that contain multiple improper allegations that Plaintiff was a “scammer and a “sex predator.” Defendants might be more articulate and evasive since the Settlement because they probably fear further consequences from a new lawsuit, but they still promote public statements on their social media that, when read in whole or singularly, lead a reasonable person to conclude that Plaintiff is a “sex predator,” “drunk,” “liar, and “scammer,” and also implicate one individual only: the Plaintiff Ken Chookhachian. This is a clear violation of the Agreement.

19. Defendants’ multiple episodes of clear violation of the Settlement’s terms have directly affected Plaintiff’s reach and online audience. As previously explained in the Defamation matter, since the Defendants’ statements began to be publicized, Mr. Chookhachian has already lost more than 100 paid memberships on his Twitch channel. His current views per livestream also plummeted to 250, on average. He now profits less than \$600,00 per month from Twitch.

20. As a result, Defendants publicly embarrassed and humiliated Plaintiff. He experienced and continues to experience mental distress and angst for being exposed to this traumatic experience of being labeled as a sex offender.

21. The psychological effects caused by Defendants on Mr. Chookhachian are clear and manifest. He feels that his career is hugely impacted by Defendant Frenk's malicious and irresponsible public accusations. Any daily events that remind him of these past series of defamatory statements cause him to be anxious and depressed. He is having a hard time when trying to go live or being on social media, as he is still dealing with the emotional aftermath of Defendant Frenk's misconduct. When the initial case was filed. The plaintiff is attending therapy sessions regularly. Plaintiff further expended and will expend and become liable for large sums of money for medical care and services endeavoring to become fully healed and cured of said mental distress. To this day, the Plaintiff is still suffering from the public embarrassment of having his image falsely associated with a sex criminal.

22. Upon information and belief, these demeaning allegations continue to be visible on the internet as of this filing to the present, and new defamatory publications about Mr. Chookhachian were made and publicized on the Defendants' social media.

COUNT I

(Breach of Contract – *Plaintiff v. all Defendants*)

23. Plaintiff incorporates Paragraphs 1 through 22 by reference as if fully set forth herein.

24. In the District of Columbia, to prevail on a claim of breach of contract, a party must establish;

- a. a valid contract between the parties;
- b. an obligation or duty arising out of the contract;

- c. a breach of that duty; and
- d. damages caused by the breach.

See San Carlos Irrigation & Drainage District v. United States, 877 F.2d 957, 959 (Fed. Cir. 1989).

25. A claim for breach of settlement agreement is a type of breach of contract claim. See, e.g., *Leslie v. Laprade*, 726 A.2d 1228, 1233 (D.C. 1999). The District of Columbia follows the objective law of contracts, whereby the plain meaning of the language governs the rights and duties of the parties to a contract, regardless of their subjective intent, and absent ambiguity, a written contract is enforced according to its terms. See *Dyer v. Bilaal*, 983 A.2d 349, 354-55 and 361 (D.C. 2009). Thus, Breach of a contract with unambiguous terms is a question of law for the trial courts, which may be decided on a directed verdict.” Pleasant Valley Promenade v. Lechmere, Inc., 120 N.C. App. 650, 661, 464 S.E.2d 47, 56 (1995).

26. Defendants had the contractual and legal duty to adhere to the terms and deadlines established by the agreement. These included, but are not limited to:

- a. Adhere to the terms set out in the settlement agreement;
- b. Comply with the Agreement’s confidentiality and non-disparagement clauses;
- c. Adhere to the compromise between the Parties for the complete and final settlement of all claims, differences, and causes of action, including attorney’s fees, now known or unknown, between them, accruing through the date of this Agreement.
- d. Adhere to the compromise not to interfere with or negatively impact each other’s business or personal lives.

- e. Adhere to the compromise of not causing any harm or disturbance to each other, including but not limited to posting any negative reviews or comments about the other Party on any platforms, whether real or virtual.
- f. Adhere to the compromise of not taking, supporting, encouraging, inducing, or voluntarily participating in any action or attempted action that would negatively comment on, disparage, or call into question the character or business operations of the other Party or any of the Released Parties, or to act in any way that would damage the reputation or business relationships of the other Party, except as required by law

27. Defendants did not comply with the terms of the oral agreement with Plaintiff; they instead:

- a. Violated the settlement agreement by disparaging Plaintiff to multiple persons online through their social media;
- b. Continued to endorse and incentivize creators that defame and publicly embarrass the Plaintiff despite the *compromise made not to take, support, encourage, induce, or voluntarily participate in any action or attempted action that would negatively comment on, disparage, or call into question the character or business operations of the other Party or any of the Released Parties*, or to act in any way that would damage the reputation or business relationships of the other Party;
- c. Disclosed the existence of the agreement to countless individuals, to which the entirety of their identities is still unknown; and
- d. Failed to mitigate their damages in any way, shape, or form.

28. Here, Defendants had a valid agreement with Plaintiff, which created a duty for Defendants to cease their ruthless defamation campaign and tactics against Mr. Chookhachian – even in an indirect manner by incentivizing third parties to defame the Plaintiff – and not disclose confidential information about their Agreement to other persons unless authorized by the law. Defendants breached these duties.

29. The Plaintiff has never been arrested or prosecuted for whatever criminal activity Defendants claim he has been involved with or indeed has a clinically diagnosed addiction to alcohol.

30. The Defendants made each of these violations without privilege or another legal basis to do so.

31. On information and belief, Defendants have incentivized others to make defamatory allegations of Plaintiffs' purported sexual crimes and unlawfully disclosed the terms of the Agreement to other third parties that are, as of yet, unknown.

32. Plaintiffs have never been arrested or prosecuted for whatever criminal activity Defendants claim they have been involved with.

33. Plaintiff is not a registered sex offender in any of the fifty U.S. states.

34. The Defendants' tireless violation of the Agreement's terms has directly affected the Plaintiff's reach and online audience and caused substantial financial and emotional damage to the Plaintiff.

35. The Plaintiff was embarrassed and humiliated. He experienced and continues to experience mental distress and angst for being exposed to this traumatic experience of being labeled as a criminal, pedophile, and addict. It seems that the Agreement has just changed the way Defendants attack Plaintiff but has not ceased their violence upon Mr. Chookhachian.

36. Plaintiff asserts that he has continued to suffer emotional impairment, including Mental Anguish, and that Defendants know that Plaintiff is experiencing Anxiety, Depression, Emotional Distress, Fear, Panic Attacks, and Nightmares.

37. The psychological effects of the Defendants on Mr. Chookhachian are clear and manifest. He feels that his opportunities to prosper in an internet career are being hugely impacted by the Defendants' malicious and irresponsible public accusations. Any daily events that remind him of these past series of defamatory statements cause him to be anxious and depressed. He is having a hard time when trying to go live or being on social media, as they are still dealing with the emotional aftermath of Defendant Khalil's misconduct.

38. Plaintiff Chookhachian further expended and will expend and become liable for substantial sums of money for medical care and services, endeavoring to become fully healed and cured of said mental distress.

39. Plaintiff is also seriously worried about the possibility of not being able to work and perform their daily and usual activities on the internet as they used to. It is unclear whether he will be the person he once was ever again after these continuous and malicious attacks and reputation assassination attempts by the Defendants.

40. Thus, Defendants should be liable for breaching the Settlement Agreement signed by the parties in October 2023.

WHEREFORE, Plaintiff demands judgment for Breach of Contract and sues Defendants in the full and just amount in excess of one hundred fifty thousand dollars (\$150,000.00) in actual, general, special, and compensatory damages. Plaintiff further demands judgment against Defendants for punitive damages in the full and just amount in excess of one hundred fifty thousand dollars (\$150,000.00) for their evil motive or intent and reckless indifference to

Plaintiff's rights, plus the costs of this action, including attorney's fees, and such other relief deemed to be just and equitable.

COUNT II

(Breach of the Covenant of Good Faith and Fair Dealing - *Plaintiff v. all Defendants*)

41. Plaintiff incorporates Paragraphs 1 through 40 by reference as if fully set forth herein.

42. The agreement between Plaintiff and Defendants, like every contract, contained an implied covenant of good faith and fair dealing. "This covenant precludes any party from doing anything which will have the effect of destroying or injuring the other party's right." *Sundberg v. TTR Realty, LLC*, 109 A.3d 1123, 1126 (D.C. 2015).

43. Thus, if a party "evades the spirit of the contract, willfully renders imperfect performance, or interferes with performance by the other party, she or she may be liable for breach of the implied covenant of good faith and fair dealing." *Paul v. Howard Univ.*, 754 A. 2d 297, 310 (D.C. 2000).

44. Pursuant to the covenant, a party must act in a way that is honest and faithful to the agreed purposes of the contract. A party must not act in bad faith, dishonestly, or with improper motives designed to destroy or injure the other party's right to receive the benefits or reasonable expectations of the contract. To state a claim for breach of the implied covenant of good faith and fair dealing, a plaintiff must allege either bad faith or conduct that is arbitrary and capricious." *Sundberg v. TTR Realty, LLC*, 109 A.3d 1123, 1126 (D.C. 2015). Therefore, "[i]f a party evades the spirit of the contract, willfully renders imperfect performance, or interferes with performance by the other party, she or she may be liable for breach of the implied covenant of good faith and fair dealing." *Id.*

45. To act in good faith and deal fairly, a party must act in a way that is honest and faithful to the agreed purposes of the contract and consistent with the reasonable expectations of the parties.⁹ A party must not act in bad faith, dishonestly, or with an improper motive to destroy or injure the right of the other party to receive the benefits or reasonable expectations of the contract.¹⁰

46. Under the Contract and Defendants' representations, Plaintiff reasonably expected that Defendants would perform their part of the Agreement in good faith. There are many forms of conduct that might constitute a violation of good faith and fair dealing, but each case is fact-sensitive.¹¹

47. Defendants, through one or more conscious and deliberate acts such as continuing to condone Plaintiff's defamation from other sources or even disclosing the Agreement to third parties without lawful authorization, failed to or refused to discharge their contractual

⁹ The U.C.C. addresses the issue. "Every contract or duty within this Act imposes an obligation of good faith in its performance or enforcement." N.J.S.A. 12A:1-203. Good faith is generally defined as "honesty in fact in the conduct or transaction concerned." N.J.S.A. 12A:1-201(19). "Good faith in the case of a merchant means honesty in fact and the observance of reasonable commercial standards of fair dealing in the trade." N.J.S.A. 12A:2-103(b). See *Sons of Thunder, Inc. v. Borden, Inc.*, 148 N.J. 396, 420-421 (1997).

¹⁰ *Brunswick Hills Racquet Club, Inc. v. Route 18 Shopping Center Assoc.*, 182 N.J. at 230-231 (2005); *Wilson v. Amerada Hess Corp.*, 168 N.J. 236, 251 (2001) (citations omitted); *Sons of Thunder, Inc. v. Borden, Inc.*, *supra*, at 420. See also *Wade v. Kessler Institute*, 172 N.J. 327 (2002).

¹¹ *Price v. New Jersey Manufacturers Insurance Company*, 182 N.J. 519 (2005) (an insurance company, as the dominant party, has an even greater obligation than the insured to act in good faith; it must not put technical encumbrances or hidden pitfalls in the way of unsophisticated customers that would undermine their reasonable expectations.); *Silvestri v. Optus Software, Inc.*, 175 N.J. 113 (2003) (a subjective standard that governs satisfaction clauses in employment contracts obliges the employer to act honestly in accordance with his duty of good faith and fair dealing, but genuine dissatisfaction of the employer, honestly held, is sufficient for discharge.); *Wilson v. Amerada Hess Corp.*, *supra*, at 251 (in action by gasoline company franchisees against the franchisor and supplier of gasoline products, the plaintiffs alleged that the defendant had breached the implied covenant of good faith and fair dealing in the performance of the parties' contract provision whereby defendant had the unilateral right and discretion to set the price for the gasoline. The Court held that the discretion afforded to Hess under the contract was not "unbridled discretion." Rather, Hess's performance is tempered by the implied covenant of good faith and fair dealing and the reasonable expectations of the parties. "[A] party exercising its right to use discretion in setting price under a contract breaches the duty of good faith and fair dealing if that party exercises its discretionary authority arbitrarily, unreasonably, or capriciously, with the objective of preventing the other party from receiving its reasonably expected fruits under the contract.").

responsibilities satisfactorily, which unfairly frustrated the Contracts' purposes and disappointed the Plaintiff's expectations.

48. Due to the Defendants' breach of the covenant of good faith and fair dealing, Mr. Chookhachian has been deprived of the Contracts' benefits and has been exposed to infinite humiliation, embarrassment, and association of his image with a sex offender.

49. The Defendants' actions are inconsistent with the parties' purpose under the Contracts.

50. The Defendants' conduct towards Mr. Chookhachian was capricious and arbitrary, as made willfully and unreasonably without consideration or regard for the facts and circumstances of the Agreement signed by the parties. Additionally, Defendants acted with bad motives or intentions and engaged in deception or evasion in the performance of the Agreement, and by such conduct, denied the plaintiff of the bargain initially intended by the parties.

51. Here, Defendants never tried to work on a solution to the issue that fatally led to this case; Defendants never tried to follow the contractual requirements or keep up with the obligations Defendants agreed to partake in. Defendants also violated its duty of good faith in the performance of the contract through evasions and subterfuge by ignoring all of Plaintiff's good-faith contacts to resolve this matter amicably. This clearly violates the spirit of the agreement between the Parties.

52. Defendants breached the above-mentioned legal and contractual duties owed to Mr. Chookhachian, causing her to sustain monetary damages and severe emotional damage. The Defendants acted in breach and carelessly by failing to act as agreed and in the time agreed. The Defendants also failed to keep respectful and civilized behavior toward Mr. Chookhachian.

WHEREFORE, Plaintiff demands judgment for Breach of Covenant of Good Faith and Fair Dealing and sues Defendants in the full and just amount in excess of one hundred fifty thousand dollars (\$150,000.00) in actual, general, special, and compensatory damages. Plaintiff further demands judgment against Defendants for punitive damages in the full and just amount in excess of one hundred fifty thousand dollars (\$150,000.00) for their evil motive or intent and reckless indifference to Plaintiff's rights, plus the costs of this action, including attorney's fees, and such other relief deemed to be just and equitable.

COUNT IV

(Intentional Infliction of Emotional Distress - *Plaintiff v. all Defendants*)

53. Plaintiff incorporates Paragraphs 1 through 52 by reference as if fully set forth herein.

54. Intentional Infliction of Emotional Distress consists of (1) "extreme and outrageous" conduct on the part of the Defendants, which (2) intentionally or recklessly (3) causes the plaintiff "severe emotional distress." RESTATEMENT (SECOND) OF TORTS § 46 (1965). *See Waldon v. Covington*, D.C. App., 415 A.2d 1070, 1076 (1980).

55. Defendants' misconduct knowingly and consistently incentivizing others to continue accusing Plaintiff of being a sex offender over the past twelve months was so outrageous in character and so extreme in degree as to go beyond all possible bounds of decency and to be regarded as atrocious and utterly intolerable in a civilized community."

RESTATEMENT (SECOND) OF TORTS § 46, comment d (1965). As regards the first element, the RESTATEMENT makes clear that "liability has been found only where the conduct has been so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized community." RESTATEMENT, *supra*, § 46, commented at 73. It may be possible to infer the

existence of the second element of the tort- intent or recklessness- from the very outrageousness of a Defendant's conduct. *Waldon v. Covington*, *supra* at 1077. Finally, the Defendants' actions must proximately cause the plaintiff emotional upset "of so acute a nature that harmful physical consequences might be not unlikely to result." *Clark v. Associated Retail Credit Men*, 70 App. D.C. 183, 186, 105 F.2d 62, 65 (1939).

56. Defendants' misconduct described herein was intentional, malicious, and done for causing or with the substantial certainty that Plaintiff would suffer humiliation, mental anguish, and emotional and physical distress.

57. As an actual, proximate, and foreseeable result of Defendants' actions and the above-described conduct, Plaintiff sustained significant injuries, including, but not limited to:

- a. Emotional and psychological injuries that flowed directly from the abuse and humiliation Plaintiff publicly suffered from Defendants' violation of the Agreement;
- b. Profound past, current, and future loss in his enjoyment of life's activities;
- c. Diminished self-image and self-confidence with negative impact on many aspects of his life;
- d. Loss in his ability to trust and relate to friends, partners, and the overall online community, especially other streamers and digital content creators;
- e. Past, present, and future pain, suffering, and trauma, including fright and anguish; and
- f. In other respects, not now known by the Plaintiff at this moment, but which may become known before or at the time of trial.

WHEREFORE, Plaintiff demands judgment against Defendants for Intentional Infliction of Emotional Distress in the full and just amount in excess of one hundred fifty thousand dollars (\$150,000.00) in actual, general, special, and compensatory damages. Plaintiff further demands judgment against Defendants for punitive damages in the full and just amount in excess of one hundred fifty thousand dollars (\$150,000.00) for her evil motive or intent and reckless indifference to Plaintiff's rights and reputation, plus the costs of this action, including attorney's fees, and such other relief deemed to be just and equitable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that this Honorable Court:

1. Issue an order declaring the Defendants' actions a violation of the District of Columbia and Federal common and statutory law based on their Breach of Contract, Breach of the Covenant of Good Faith and Fair Dealing, and Intentional Infliction of Emotional Distress against the Plaintiff;
2. Award Plaintiff, in the full and just amount in excess of one hundred fifty thousand dollars (\$150,000.00), in actual, general, special, and compensatory damages, plus an award of punitive damages in the full and just amount in excess of one hundred fifty thousand dollars (\$150,000.00) in connection to Plaintiff's causes of action, which includes the following:
 - a. Plaintiff's past, current, and future medical bills;
 - b. Plaintiff's past, current, and future mental distress, pain, angst, and suffering;
 - c. Plaintiff's past, current, and future lost wages; and
 - d. In other respects, not now known by the Plaintiff at this moment, but which may become known before or at the time of trial.

3. Award Plaintiff attorneys' fees and court costs associated with the amendment and maintenance of this action;
4. Award statutory pre-and post-judgment interest from the date of the subject occurrence and
5. Grant any other further relief this Honorable Court deems just and proper.

Date: Friday, March 15, 2024

Respectfully Submitted,



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Counsel for Ken Chookhachian

I, Ken Chookhachian, solemnly swear and affirm under criminal penalties for the making of a false statement that I have read the foregoing Complaint and that the factual statements made in it are true to the best of my personal knowledge, information, and belief.



ID 8JrFcJDbDfo5MjoCthgouLdv

Ken Chookhachian

3/15/2024

Date

eSignature Details

Signer ID:	8JrFcJDbDfo5MjoCthgouLdv
Signed by:	Ken Chookhachian
Sent to email:	arten777@aol.com
IP Address:	74.65.215.208
Signed at:	Mar 15 2024, 12:16 pm EDT