

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF RHODE ISLAND

Zoryan Institute for Contemporary Armenian Research & Documentation v. Fox Point Pictures, LLC; Theodore Bogosian; Does

1-50

Zoryan Institute · No. C.A. No. 24-109-JJM-AEM · Decided May 27, 2026

SUMMARY

The United States District Court for the District of Rhode Island denied Fox Point Pictures, LLC’s motion to dismiss for lack of subject-matter jurisdiction. The court held that the plaintiff had alleged a good-faith claim exceeding the \$75,000 amount-in-controversy requirement because payments made by other entities could count toward the plaintiff’s contractual obligations.

CASE DETAILS

COURT	United States District Court for the District of Rhode Island
WRITING FOR THE COURT	John J. McConnell, Jr.
JURISDICTION	United States District Court for the District of Rhode Island
DECIDED	May 27, 2026
DOCKET	C.A. No. 24-109-JJM-AEM
DISPOSITION	other
PROCEDURAL POSTURE	Defendants moved to dismiss the complaint for lack of subject matter jurisdiction, arguing that the amount in controversy did not exceed \$75,000 exclusive of interest and costs.
STANDARD OF REVIEW	On a motion to dismiss for lack of subject matter jurisdiction, the court construes the complaint liberally, treats well-pleaded facts as true, and indulges reasonable inferences in the plaintiff’s favor. The plaintiff bears the burden of establishing jurisdiction, but dismissal is proper only when it appears to a legal certainty that the claim is for less than the jurisdictional amount. The court may look beyond the pleadings and consider documentary evidence.
PRECEDENTIAL VALUE	Unknown

TOPICS

subject matter jurisdiction

motions to dismiss

breach of contract

contracts

commercial litigation

PRACTICE AREAS

Civil procedure

Contracts

Commercial litigation

QUESTIONS PRESENTED

1. Whether the amount-in-controversy requirement for diversity jurisdiction was satisfied despite evidence that entities other than Zoryan supplied some of the contract payments.
2. Whether defendants established to a legal certainty that Zoryan's breach-of-contract claim was worth less than \$75,000.

HOLDINGS

1. Payments made by Zoryan Canada or other entities did not prevent satisfaction of the amount-in-controversy requirement because Zoryan remained liable as a party to the contract for the full contract amount, and the source of the funds used to fulfill its contractual obligation was not relevant to the contract terms.
2. The complaint alleged a good-faith claim exceeding the \$75,000 jurisdictional threshold, and defendants did not show to a legal certainty that the claim was worth less than that amount.

KEY QUOTATIONS

“Who supplied the money for Zoryan’s completion of its contractual obligations, is not relevant to the contract terms, which are solely between Zoryan and Fox Point Pictures.” (Discussion)

“Because the Defendant has not shown to a legal certainty that the Plaintiff’s claim is really for less than the jurisdictional amount, the Court DENIES Fox Point Pictures, LLC’s Motion to Dismiss.” (Conclusion)

FACTUAL BACKGROUND

Zoryan alleged that Fox Point Pictures, LLC and Theodore Bogosian breached a contract concerning a documentary film about the Armenian Genocide by failing to give Zoryan proper credit for its funding and involvement. The contract claim concerned approximately \$150,000 paid or allegedly payable under the contract. Defendants argued that Zoryan itself supplied only about \$60,000 and that other entities paid the balance, so the amount in controversy was below \$75,000.

PROCEDURAL HISTORY

Zoryan filed a breach-of-contract complaint invoking diversity jurisdiction. Defendants challenged the amount-in-controversy requirement through a motion to dismiss. The district court denied the motion.

DISPOSITION

other

CASES CITED

- 315 U.S. 442, 446 (1942)
- 99 F.3d 1200, 1209-10 (1st Cir. 1996)
- 303 U.S. 283, 288-89 (1938)
- 516 F.3d 29, 33 (1st Cir. 2008)
- 57 F.4th 11, 14-15 (1st Cir. 2023)

OPINION

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF RHODE ISLAND) ZORYAN
INSTITUTE FOR) CONTEMPORARY ARMENIAN) RESERACH & DOCUMENTATION,),)
Plaintiff,)) v.) C.A. No. 24-109-JJM-AEM) FOX POINT PICTURES, LLC,)); THEORDORE
BOGOSIAN;) DOES 1-50,,) Defendants.)) ORDER Zoryan Institute for Contemporary
Armenian Research & Documentation (“Zoryan”) claims that Fox Point Pictures, LLC, and
Theodore Bogosian (“Fox Point Pictures”) breached a contract between the two entities when it
did not give Zoryan proper credit for its funding and involvement in a documentary movie about
the Armenian Genocide.

Zoryan invoked the diversity jurisdiction of this Court in its Complaint, which Fox Point Pictures
now challenges, claiming that the amount in controversy is not greater than \$75,000 exclusive of
interest and costs. ECF No. 56- 1 at 13–17.

I. STANDARD OF REVIEW When there is a challenge to the jurisdictional amount in a diversity
case in federal court, there are a number of axioms from the United States Supreme Court and the
First Circuit that govern this Court’s analysis and conclusion.

The following standards provide the Court with a framework for its analysis: 1. It is the plaintiff’s
burden to prove that the Court has jurisdiction. Here, Zoryan has the burden of establishing that
the amount in controversy exceeds \$75,000., 315 U.S. 442, 446 (1942) (“The policy of the statute
conferring diversity jurisdiction upon the district courts calls for its strict construction.

Accordingly, if a plaintiff’s allegations of jurisdictional facts are challenged by the defendant, the
plaintiff bears the burden of supporting the allegations by competent proof.” (citation omitted)). 2.
“In ruling on a motion to dismiss for lack of subject matter jurisdiction... the district court must
construe the complaint liberally, treating all well-pleaded facts as true and indulging all reasonable
inferences in favor of the plaintiff.”, 99 F.3d 1200, 1209–10 (1st Cir.

1996) (citation omitted). 3. “It must appear to a legal certainty that the claim is really for less than
the jurisdictional amount to justify dismissal.”, 303 U.S. 283, 288–89 (1938) (“the sum claimed by
the plaintiff controls if the claim is apparently made in good faith.”) (citation omitted). 4. A court
may look beyond the pleadings to decide if it has jurisdiction.

The district court may rely on documentary evidence to establish whether jurisdiction attaches., 516 F.3d 29, 33 (1st Cir. 2008) II. DISCUSSION With the law as our north guiding star, here we go - Has Zoryan shown that its claims exceed at least \$75,000 or does it appear to a legal certainty that they do not? Fox Point Pictures submits evidence showing that Zoryan paid only about \$60,000 of the contract price from its own funds, and that another entity or entities paid the remainder of the \$150,000 contract claim.

ECF No. 56-1 at 13–17. Zoryan claims that Fox Point Pictures received over \$150,000 for the film under the contract and “the entirety of the funding was provided by Plaintiff.” ECF No. 68 at 2. The lawsuit involves allegations of a breach of contract between Zoryan and Fox Point Pictures.

The amount of damages at issue are those that Zoryan alleges arise from the breach of that contract for the monies paid to Fox Point Pictures under the contract. As a party to the contract, Zoryan remained liable to Fox Point Pictures for the full amount of the contract, regardless of where Zoryan obtained the money to meet their contractual obligation. Who supplied the money for Zoryan’s completion of its contractual obligations, is not relevant to the contract terms, which are solely between Zoryan and Fox Point Pictures.

If funding was independently provided by Zoryan Canada or any other entity, it is sufficient because it was provided under the contract for the film. The funding was provided as Zoryan’s consideration for the contract, and Zoryan is a party to the contract with Fox Point Pictures.

Thus, Fox Point Pictures cannot claim the jurisdictional amount is not met merely because some of the payments came from a different bank account than Zoryan. Consequently, the Court determines that Zoryan has alleged a good faith claim for damages that meets this Court’s minimum jurisdictional requirements., 57 F.4th 11, 14-15 (1st Cir. 2023) (“The sum claimed by the plaintiff controls if the claim is apparently made in good faith.

It must appear to a legal certainty that the claim is really for less than the jurisdictional amount to justify dismissal.”) (cleaned up). III. CONCLUSION Because the Defendant has not shown to a legal certainty that the Plaintiff’s claim is really for less than the jurisdictional amount, the Court DENIES Fox Point Pictures, LLC’s Motion to Dismiss. ECF No. 56.

IT IS SO ORDERED. _____ JOHN J. MCCONNELL, JR.
Chief Judge United States District Court May 27, 2026