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Attorneys for Plaintiffs,
ADAPIA D'ERRICO and D'ERRICO
CREATIVE CONSULTING, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES (NORTHWEST DISTRICT)

ADAPIA D'ERRICO, an individual;
D'ERRICO CREATIVE CONSULTING,
LLC., a California Limited Liability Company;

Plaintiffs,

vs.

JEREMY JAY LANDAU, an individual;
VINTAGE CAPITAL MANAGEMENT,
LTD., a Nevada Limited Liability Company;
and DOES 1 through 100, inclusive,

Defendants.

Case No. _____

COMPLAINT

- 1. FRAUD
- 2. NEGLIGENT MISREPRESENTATION
- 3. BREACH OF WRITTEN CONTRACT
- 4. BREACH OF ORAL CONTRACT
- 5. BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING

Discovery cut-off: not set
Motion cut-off: not set
Trial date: not set

Plaintiffs ADAPIA D'ERRICO (hereafter occasionally referred to as "Plaintiff" or "D'ERRICO") and D'ERRICO CREATIVE CONSULTING, LLC allege as follows:

I. ALLEGATIONS CONCERNING PARTIES

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1. Plaintiff ADAPIA D’ERRICO is an individual, currently residing in the City of Los Angeles, County of Los Angeles, State of California.

2. Plaintiff D’ERRICO CREATIVE CONSULTING, LLC. (hereafter occasionally referred to as “D’ERRICO CONSULTING”) is a California Limited Liability Company, of which D’ERRICO is the sole owner and Managing Member.

3. Plaintiffs are informed and believe and thereon alleges that Defendant JEREMY JAY LANDAU (“LANDAU”) is an individual, currently residing in the City of Los Angeles, County of Los Angeles, State of California.

4. Defendant VINTAGE CAPITAL MANAGEMENT, LTD. is a Nevada Limited Liability Company, organized on January 24, 2013 as entity number E0039022013-6.

5. Plaintiffs are ignorant of the true names and capacities of Defendants sued herein as DOES 1 through 100, inclusive, and therefore sue these Defendants by such fictitious names. Plaintiffs will amend this Complaint to allege their true names and capacities when ascertained.

II. ALTER EGO ALLEGATIONS.

6. Plaintiffs are informed and believes and thereon alleges that some of the corporations, limited liability companies, and entities named as Defendants herein, including but not limited to VINTAGE and DOES 10 through 100, (hereinafter occasionally collectively referred to as the “ALTER EGO COMPANIES”) and each of them were at all times relevant to the alter ego COMPANIES of individual Defendant LANDAU, and DOES 1 through 9, respectively, and by reason of the following:

(a) Plaintiffs are informed and believe and thereon allege that said individual Defendants, at all times herein mentioned, dominated, influenced and controlled each of the ALTER EGO COMPANIES and

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the officers thereof as well as the business, property, and affairs of each of said corporations or limited liability companies.

(b) Plaintiffs are informed and believe and thereon allege that, at all times herein mentioned, there existed and now exists a unity of interest and ownership between said individual Defendants and each of the ALTER EGO COMPANIES, the individuality and separateness of said individual Defendant and each of the ALTER EGO COMPANIES has ceased.

(c) Plaintiffs are informed and believe and thereon allege that, at all times since the incorporation of each, each ALTER EGO CORPORATION has been and now is a mere shell and naked framework which said individual Defendant used as a conduit for the conduct of their personal business, property and affairs.

(d) Plaintiffs are informed and believe and thereon allege that, at all times herein mentioned, each of the ALTER EGO COMPANIES was created and continued pursuant to a fraudulent plan, scheme and device conceived and operated by said individual Defendant LANDAU, whereby the income, revenue and profits of each of the ALTER EGO COMPANIES were diverted by said individual Defendants to themselves.

(e) Plaintiffs are informed and believe and thereon allege that, at all times herein mentioned, each of the ALTER EGO COMPANIES was organized by Defendants as a device to avoid individual liability and for the purpose of substituting financially irresponsible companies in the place and stead of said individual defendants, and each of them, and accordingly, each ALTER EGO COMPANY was formed with capitalization totally inadequate for the business in which said corporation was engaged.

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(f) Plaintiffs are informed and believe and thereon allege that each ALTER EGO COMPANY is insolvent.

(g) By virtue of the foregoing, adherence to the fiction of the separate corporate existence of each of the ALTER EGO COMPANIES would, under the circumstances, sanction a fraud and promote injustice in that Plaintiffs would be unable to realize upon any judgment in their favor.

III. FACTUAL BACKGROUND

7. This litigation relates to the activities of the Defendants and affiliated parties, taken through the actions of the Defendants named herein, including LANDAU, VINTAGE, and certain of their officers, governing members, agents and affiliated parties, including those named as DOE Defendants herein.

8. In or about June, 2013, Defendant LANDAU represented to Plaintiffs D'ERRICO and D'ERRICO CONSULTING that, in exchange for an advance fee payment of \$250,000.00, that he could procure loans for Plaintiffs in the total amount of Seven Million, Five-Hundred Thousand Dollars (\$7,500,000.00).

9. On or about June, 2013, Defendant LANDAU presented Plaintiffs with a "FEE AGREEMENT FOR PROCUREMENT SERVICES" that he prepared on behalf of his entity, Defendant VINTAGE CAPITAL MANAGEMENT, LTD. A true and correct copy of this document ("FEE AGREEMENT") is attached hereto as Exhibit A. As detailed herein, this document was prepared in the perpetration of a fraud against Plaintiffs.

10. In connection with the execution of LANDAU's "FEE AGREEMENT," Plaintiffs paid to Defendants VINTAGE and LANDAU Two-Hundred and Fifty-Thousand Dollars (\$250,000.00), paid by wire transfer.

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11. On February 25, 2014, Plaintiffs sent Defendants LANDAU and VINTAGE a request for a full refund that had been paid to Defendants for a “procurement fee.” A true and correct copy of this letter is attached hereto as Exhibit B. LANDAU and VINTAGE, over a period of several months, agreed to repay Plaintiffs the \$250,000.00 that had been wired to Defendants, plus interest in the amount of \$20,000.00.

12. Thereafter, Plaintiffs D’ERRICO and D’ERRICO CONSULTING were provided (by LANDAU’s criminal defense attorney, Frederico De La Pena) with a “Release of Liability” document that stated that “Vintage Capital is unable to perform pursuant to the contract and therefore agrees to return funds to the investor.” The “Release of Liability” document was accompanied by a March 13, 2014 letter from Defendants’ attorney that stated, in part, “the transaction from which Mr. Jeremy Landau will receive funds to provide for the return of your deposit has funded on March 12, 2014.” The Defendants’ attorney’s letter further stated, “I also have further confirmation from the attorney in London that those funds have been directed to my account in the United States by the beginning of the business day on Friday, March 14, 2014. This should allow for an issuance of a check to you for the original contract amount that was issued by Vintage Capital of **\$250,000**, plus an additional **\$20,000** of agreed upon interest on the original deposit amount.” A true and correct copy of this letter and accompanying Release document (which was never signed) is attached hereto as Exhibit C.

13. Plaintiffs were promised by Defendants immediate payment of \$250,000, plus \$20,000 in interest, but never received these funds, and merely received various excuses for delays, and questionable documents purporting to evidence “proof of funding.” Plaintiffs believe that these “proof of funding” documents were provided to further perpetuate Defendants’ fraud, to lull Plaintiffs into complacency, and to prevent Plaintiffs from filing this suit or otherwise pursuing legal remedies.

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14. The “Fee Agreement for Procurement Services” prepared by Defendants LANDAU and VINTAGE constituted nothing more than an advance fee scheme, actionable under various state and federal laws.

15. On or about February 12, 2014, according to a statement by the Orange County District Attorney’s office, Defendant LANDAU was charged with thirteen (13) felony counts of money laundering, two felony counts of misappropriation of public funds, and one felony count of conflict of interest in a sale and purchase, with sentencing enhancements and allegations for causing over \$100,000 in loss, property loss over \$200,000.00, and fraudulent transactions over \$150,000.00.

16. The criminal charges described in the preceding paragraph followed a joint investigation by the Orange County District Attorney’s Bureau of Investigation and the Federal Bureau of Investigation (FBI) following allegations that LANDAU took \$750,000.00 from a Newport Beach charter school district with the promise of a \$3,000,000.00 return.

17. Plaintiffs are informed and believe and thereon allege that Defendants LANDAU, VINTAGE, and DOES 1 through 100 assumed and maintained control of Plaintiffs’ money through fraud, deceit, concealment, and misrepresentation, as described herein, and thereafter kept and utilized Plaintiffs’ funds for their personal gain.

18. In doing the acts described herein, Defendants, and each of them, acted as the agents, servants, and/or employees of one another, and all of the things alleged to have been done by said Defendants were done in the capacity of an agent of the other Defendants.

IV. ACTIONS OF DEFENDANTS GIVING RISE TO THIS COMPLAINT

19. On or about June 22, 2013, following LANDAU’s representation that he could secure loans for Plaintiffs in the amount of \$7,500,000.00, Plaintiffs paid Defendants LANDAU and VINTAGE a “Procurement Fee” in the amount of \$250,000.00.

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20. Defendants never procured for Plaintiffs a loan of \$7,500,000.00, or any other amount. Therefore, after numerous inquiries and requests, on February 25, 2014, Plaintiffs D'ERRICO and D'ERRICO CONSULTING sent Defendants LANDAU and VINTAGE a written request for a full refund that had been paid to Defendants for a "procurement fee."

21. After February 25, 2014, LANDAU agreed that he and VINTAGE would repay Plaintiffs the \$250,000.00 that had been wired to Defendants, plus interest in the amount of \$20,000.00.

22. Thereafter, Plaintiff D'ERRICO was provided (by LANDAU's criminal defense attorney, Frederico De La Pena) with a "Release of Liability" document that stated that "Vintage Capital is unable to perform pursuant to the contract and therefore agrees to return funds to the investor." Plaintiffs were thereafter told that the funds were "delayed," but would soon be available.

23. Plaintiffs have never been repaid any portion of the \$250,000.00 that had been wired to Defendants.

FIRST CAUSE OF ACTION

[FOR FRAUD]

(BY PLAINTIFFS ADAPIA D'ERRICO AND D'ERRICO CREATIVE CONSULTING, LLC AGAINST DEFENDANTS LANDAU, VINTAGE, AND DOES 1 THROUGH 100)

24. Plaintiffs reallege and incorporate by reference every allegation contained in paragraphs 1 through 23 of this Complaint as though fully set forth at length herein.

25. In accepting funds in the amount of \$250,000.00 paid to them by Plaintiffs, the Defendants, and each of them, have engaged in a number of activities giving rise to the causes of action alleged herein. Among them, the Defendants have misappropriated money belonging to

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Plaintiffs D'ERRICO and D'ERRICO CONSULTING, committed grand theft, and commingled Plaintiffs' funds into their own names, fraudulently and without adequate consideration.

26. Defendants LANDAU, VINTAGE, and DOES 1 through 100, inclusive, have acted fraudulently and have made a number of false and fraudulent misrepresentations. These fraudulent acts and false and fraudulent misrepresentations, include, but are not limited to the following:

(a) Defendants misappropriated funds from Plaintiffs D'ERRICO and D'ERRICO CONSULTING, while claiming to be acting for Plaintiffs in Plaintiffs' best interests.

(b) LANDAU, VINTAGE, and DOES 1 through 100, on information and belief, diverted funds of Plaintiffs' to their own use and benefit;

(c) LANDAU and VINTAGE and DOES 1 through 100 have acted to keep material information and financial documentation from Plaintiffs, in an effort to defraud Plaintiffs and to conceal Defendants' own wrongdoing;

(d) On information and belief, LANDAU and VINTAGE and DOES 1 through 100 have acted to keep secret financial transactions to conceal such transactions from Plaintiffs, in an effort to prevent Plaintiffs from bringing this action or otherwise protecting their legal interests;

29. Defendants LANDAU and VINTAGE and DOES 1 through 100 have misrepresented their true activities to Plaintiffs and to third parties, including the general public, the government, and individuals, to prevent their frauds from being exposed.

30. The Defendants committed fraud and material misrepresentation.

31. The actions of the Defendants, including the statements made by Defendants to Plaintiffs and others to induce Plaintiffs to continue to expend time and money, as described herein, were false, and Defendants knew, or should have known, them to be false when made. The statements were false, in that Defendants did not intend to secure loans for Plaintiffs as

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represented, and later, did not intend to repay Plaintiffs as represented. To the contrary, Defendants, and each of them, planned to appropriate for themselves the money of D'ERRICO and D'ERRICO CONSULTING.

32. Plaintiffs are further informed and believe and thereon allege that the Defendants' promises of repayment, and provision of meaning documentation as "proof of funding" were taken by the Defendants to further perpetuate a fraud; that is, to continue to withhold Plaintiffs' money to which the Defendants were not entitled, through false pretenses.

33. Plaintiffs, at the time said representations were made by Defendants, were ignorant of their falsity, but believed them to be true. Plaintiffs reasonably relied on the representations that were made by the Defendants, and each of them.

34. By reason of said misrepresentations and fraudulent concealment as alleged herein, Plaintiffs have been damaged in an amount presently unascertained, but within the jurisdiction of this Court. Plaintiffs will seek leave of this Court to amend this Complaint when the sum has been ascertained.

35. In doing the acts herein alleged, Defendants' conduct was willful and intentional, and done in reckless disregard of the possible results. Defendants' conduct evidenced a conscious disregard of the Plaintiffs' rights, and exhibited a particularly malicious intent in light of the Defendants' knowledge of Plaintiffs' activities and efforts. By reason thereof, Plaintiffs are entitled to exemplary and punitive damages against Defendants, and each of them.

SECOND CAUSE OF ACTION

[FOR NEGLIGENT MISREPRESENTATION]

**(BY PLAINTIFFS D'ERRICO AND D'ERRICO CONSULTING AGAINST
DEFENDANTS LANDAU, VINTAGE, AND DOES 1 THROUGH 100)**

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36. Plaintiffs hereby reallege and incorporate by reference Paragraphs 1 through 23, inclusive, of this Complaint as though set forth in full.

37. At all times herein mentioned, the named Defendants were the agents, employees, and/or legal representatives of the Defendant companies and entities with which they were associated, and were authorized to make statements and representations as alleged herein, concerning the subject transactions.

38. On or about June 22, 2013, following LANDAU's and VINTAGE's representation that they could secure loans for Plaintiffs in the amount of \$7,500,000.00, Plaintiffs paid Defendants LANDAU and VINTAGE a "Procurement Fee" in the amount of \$250,000.00. There was no basis for LANDAU or VINTAGE to make such representations, inasmuch as they never had the ability to secure loans for Plaintiffs in the amount of \$7,500,000.00, or any other amount.

39. Defendants never procured for Plaintiffs a loan of \$7,500,000.00, or any other amount. Therefore, on February 25, 2014, Plaintiff D'ERRICO sent Defendants LANDAU and VINTAGE a request for a full refund that had been paid to Defendants for a "procurement fee."

40. After February 25, 2014, LANDAU agreed that he and VINTAGE would repay Plaintiffs the \$250,000.00 that had been wired to Defendants, plus interest in the amount of \$20,000.00. There was no basis for LANDAU or VINTAGE to make such an agreement, since they had no intention of repaying Plaintiffs the \$250,000.00, or any other amount.

41. Thereafter, Plaintiffs D'ERRICO and D'ERRICO CONSULTING were provided (by LANDAU's criminal defense attorney Frederico De La Pena) with a "Release of Liability" document that stated that "Vintage Capital is unable to perform pursuant to the contract and therefore agrees to return funds to the investor." Plaintiffs were thereafter told that the funds were "delayed," but would soon be available. There was no basis for LANDAU or VINTAGE to

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claim that the funds would be returned, since no funds intended to repay Plaintiffs were ever in process.

42. Defendants LANDAU and VINTAGE and DOES 1 through 100, for the purpose of inducing Plaintiffs to act as alleged herein, falsely represented to Plaintiffs, among other things, that they would act in the best interests of Plaintiffs, secure loans for Plaintiffs, act without conflicts of interest, to repay Plaintiffs, and otherwise act as alleged herein.

43. Defendants LANDAU and VINTAGE and DOES 1 through 100 falsely represented to Plaintiffs and others that they would act in the best interest of Plaintiffs, secure loans for Plaintiffs, and, when unable to do so, repay Plaintiffs plus interest. In fact, the Defendants, and each of them, privately conspired to deny Plaintiffs the funds to which they are entitled.

44. Plaintiffs are informed and believe, and thereon allege that Defendants LANDAU and VINTAGE and DOES 1 through 100 have misrepresented their true financial activities to Plaintiffs and to third parties, including the general public, taxing authorities, government entities, and others.

45. Defendants knew or should have known, when they made said representations to Plaintiffs, that they were false. Defendants' actions, as described herein, further constitute negligence and violations of the law, as alleged in the criminal action described herein.

46. Plaintiffs relied upon the representations of the Defendants, and each of them, including LANDAU and VINTAGE and DOES 1 through 100. Had Plaintiffs been aware of the misrepresentations of the Defendants, as set forth herein, Plaintiffs would not have allowed Defendants LANDAU and VINTAGE and DOES 1 through 100 to receive Plaintiffs' funds, and would not have delayed taking legal action to protect their interests.

47. When Defendants made said representations, they had no sufficient or reasonable grounds for believing that the representations were true, in that they had information or data

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concerning the subject matter of the representations and were well aware that they were planning to behave in the manner that they did, and their representations of loyalty and honesty were absolutely false.

48. In truth and in fact, the Defendants never intended to act in the best interests of the Plaintiffs, never intended to secure loans for the Plaintiffs, and never intended to return Plaintiffs’ money to them, or to honor agreements as described herein. Specifically, among other things, Defendants, and each of them, conspired to defraud Plaintiffs to give up money belonging to Plaintiffs by misappropriating money under the false pretenses described herein.

49. Plaintiffs, at the time the said representations were made by Defendants, were ignorant of their falsity, but believed them to be true. In reliance thereon, Plaintiffs were induced to and did perform as described herein.

50. By reason of said misrepresentations and concealment as alleged herein, Plaintiffs have been damaged in an amount presently unascertained, but within the jurisdiction of this Court. Plaintiffs will seek leave of this Court to amend this Complaint when the sum has been ascertained.

**THIRD CAUSE OF ACTION
FOR BREACH OF WRITTEN CONTRACT
(By D’ERRICO CONSULTING AGAINST VINTAGE AND DOES 1 THROUGH 100)**

51. Plaintiff incorporates Paragraphs 1 through 23, inclusive of this Complaint as though set forth in full herein.

52. On or about June 17, 2013, Plaintiff D’ERRICO CREATIVE CONSULTING, signed a written agreement (the “FEE AGREEMENT” attached hereto as Exhibit A) prepared by Defendant VINTAGE CAPITAL MANAGEMENT, LTD. which provided, among other things, that “On or before September 1, 2013 Vintage Capital shall present to Client/Applicant the first

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of thirty (30) Two-hundred and fifty-thousand (\$250,000) Dollar weekly payments (“Payments”), and such Payments shall continue weekly until Client/Applicant has accumulated a gross Loan Amount equal to Seven Million Five Hundred Thousand (\$7,500,000) Dollars.”

53. The Fee Agreement further provided, in part, “Only if Vintage Capital Management cannot procure the first of the thirty (30) Two Hundred Fifty Thousand (\$250,000) Dollar weekly payments within the timeframe agreed to herein, which shall be inclusive of the Extension mentioned above, and under the terms and conditions outlined herein, can Client/Applicant submit a Request for a Full Refund of the Procurement Service Fee. Upon receipt of the Request for a Full Refund, Vintage Capital Management shall return, by wire transfer, the Procurement Service Fee to its origin of origination within seven (7) business days.”

54. Defendant VINTAGE did not procure the first of the agreed loan amounts, or any other loan amounts.

55. On February 25, 2014, Plaintiff sent Defendant VINTAGE a written letter, in which Plaintiff wrote “I hereby request a full refund of the \$250,000 that d’Errico Creative Consulting paid to your company for a procurement fee, as per contract signed June 24, 2013 in order to obtain a \$7.5 mln loan.” This letter stated, accurately, “To this date, February 25, 2014, I still have not received the first of the expected weekly \$250,000 payments as per above referenced contract. Therefore, I request a full refund as per terms of the contract.” The letter continued “As per said contract, I expect to receive the \$250,000 back into the Wells Fargo account from which the original monies were wired to your company.”

56. On or about March 13, 2014, Plaintiffs received, from an attorney for VINTAGE and LANDAU (Frederico Arturo De La Pena, who has also appeared as LANDAU’s criminal attorney) a Notice (hereafter “Notice”) entitled “Termination of Fee Agreement for Procurement Services.” This document stated, “In accordance with the contract executed between the parties

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on June 17, 2013, Written Notice is hereby given to d’Errico Creative Consulting, LLC, and AdaPia d’Errico, that Vintage Capital is unable to perform pursuant to the contract and returns funds to the investor.”

57. The Notice sent to Plaintiffs sought to have Plaintiffs agree to extinguish all claims, “including all claims for civil liability and criminal culpability.” At the time the Notice was sent to Plaintiffs, Defendant LANDAU had also been charged with numerous felonies, as detailed above.

58. Plaintiff has performed all of the conditions, covenants, and promises required to be performed in accordance with the terms and conditions of the above contract.

59. Despite their agreement to do so, neither Defendant VINTAGE nor Defendant LANDAU has paid to Plaintiffs the agreed \$250,000.00 plus \$20,000.00 interest, or any amount whatsoever.

60. Plaintiffs have been damaged as a result of the breaches of the contract by Defendants, and each of them, in a sum in excess of \$250,000.00, according to proof. These damages include the money Defendants refused to pay under their contract, and does not include the expenses incurred by Plaintiff in bringing this action, attorneys’ fees, costs, lost revenue, and other sums attributable to the actions of the Defendants, as alleged throughout this Complaint.

FOURTH CAUSE OF ACTION
FOR BREACH OF ORAL CONTRACTS
(BY PLAINTIFFS D’ERRICO and D’ERRICO CONSULTING, AGAINST
DEFENDANTS LANDAU, VINTAGE, AND DOES 1 THROUGH 100)

61. Plaintiffs incorporate Paragraphs 1 through 60, inclusive of this Complaint as though set forth in full herein.

1 62. Plaintiffs D'ERRICO and D'ERRICO CONSULTING, together on the one hand, and
2 Defendants LANDAU, VINTAGE, and DOES 1 through 100, collectively on the other hand, entered
3 into contracts, in which the Defendants orally agreed, among other things, to reimburse Plaintiffs for
4 \$250,000.00 paid to Defendants as an advance "Procurement Fee," plus interest in the amount of
5 \$20,000.00.

6 63. Plaintiffs have performed all of the conditions, covenants and promises required to be
7 performed in accordance with the terms and conditions of the aforementioned contracts.
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9 64. Defendants LANDAU, VINTAGE, and DOES 1 through 100 breached their agreements
10 by failing and refusing to comply with the spirit, intention, and terms of the agreements.
11 Specifically, among other things, the Defendants have failed and refused to pay Plaintiffs any portion
12 of the \$250,000.00 advance "Procurement Fee," have failed and refused to pay Plaintiffs any of the
13 promised interest, and have merely delayed Plaintiffs' collection efforts by blaming delayed wire
14 transfers evidenced by meaningless "proof of funds" documents, provided by Defendants and their
15 attorney.
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17 65. Defendants LANDAU, VINTAGE, and DOES 1 through 100 failed and refused to repay
18 Plaintiffs the money due pursuant to their agreements, and have concealed from Plaintiffs their
19 illegal activities, including the misappropriation of Plaintiffs' funds.
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FIFTH CAUSE OF ACTION
FOR BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
(By PLAINTIFFS D'ERRICO and D'ERRICO CONSULTING,
AGAINST ALL DEFENDANTS)

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25 66. Plaintiffs hereby reallege and incorporate by reference Paragraphs 1 through 65,
26 inclusive, of this Complaint as though set forth in full.
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(c) Any and all sums according to proof, which will make Plaintiffs whole, plus interest thereon at the legal rate from the date of each expenditure.

2. For costs of suit incurred herein;
3. For such other and further relief as the Court may deem just and proper;
4. For general and special damages in an amount according to proof at time of trial;
5. For exemplary and punitive damages in an amount subject to the discretion of this Court, but not less than an amount which will punish the Defendants for their actions and omissions to act;

ON THE SECOND CAUSE OF ACTION (NEGLIGENT MISREPRESENTATION), AS AGAINST EACH DEFENDANT NAMED IN THAT CAUSE OF ACTION:

1. That the Defendants, and each of them named in each cause of action, be ordered to pay, jointly and severally, to Plaintiffs the following sums:

(a) All amounts found due to Plaintiffs attributable to the Defendants' negligence and negligent misrepresentation, according to proof, with interest thereon at the legal rate;

(b) All amounts found owing to Plaintiffs, including but not limited to money and property misappropriated from Plaintiffs, and other compensation;

(c) Any and all sums according to proof, which will make Plaintiffs whole, plus interest thereon at the legal rate from the date of each expenditure;

2. For costs of suit incurred herein;
3. For such other and further relief as the Court may deem just and proper;
4. For general and special damages in an amount according to proof at time of trial;

ON THE THIRD, FOURTH, AND FIFTH CAUSES OF ACTION, AS AGAINST ALL DEFENDANTS:

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1. That the Defendants, and each of them named in each cause of action, be ordered to pay, jointly and severally, to Plaintiffs the following sums:

(a) All damages found to be attributable to the Defendants' breaches of contract and breach of the covenant of good faith and fair dealing, including but not limited to the return of Plaintiffs' \$250,000.00;

(b) Interest at the legal rate on the foregoing;

(c) All amounts found owing to Plaintiffs, including but not limited to money and property misappropriated from Plaintiff, and other compensation;

(d) Any and all sums according to proof, which will make Plaintiffs whole, plus interest thereon at the legal rate from the date of each expenditure;

2. For costs of suit incurred herein;

3. For attorneys' fees (as provided in the agreement in the third cause of action), according to proof;

4. For such other and further relief as the Court may deem just and proper;

5. For general and special damages in an amount according to proof at time of trial;

6. For exemplary and punitive damages in an amount subject to the discretion of this Court, but not less than an amount which will punish the Defendants for their actions and omissions to act.

DATED: April 14, 2014

LAW OFFICES OF RICHARD D. FARKAS

By: _____
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