

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

-----X
JOSEPH TACOPINA,

Plaintiff,

– against –

JOEY SAPUTO,

Defendant.
-----X

Index No.

SUMMONS

Plaintiff designates
New York County
as the place of trial.
The basis of venue
is no party resides in
New York

You are hereby summoned and required to serve on plaintiff an answer to the complaint in this action within twenty days after the service of this summons, exclusive of the day of service, or within thirty days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of the venue designated is CPLR § 503(a).

Dated: New York, New York
September 10, 2015

Yours, etc.,
TACOPINA & SEIGEL

By: /s/ Matthew G. DeOreo
Matthew G. DeOreo
Dina Nesheiwat
Attorneys for Plaintiff
275 Madison Ave., Fl. 35
New York, New York 10016
Tel: (212) 227-8877
Fax: (212) 619-1028

TO: **JOEY SAPUTO**
Stade Saputo
4750 Sherbrooke East Street
Montreal, Québec, H1V 3S8

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

-----X

JOSEPH TACOPINA,

Plaintiff,

– against –

JOEY SAPUTO,

Defendant.

-----X

Index No.

COMPLAINT

Plaintiff Demands Trial by
Jury

Plaintiff, by his attorneys TACOPINA & SEIGEL complaining of the Defendant, respectfully alleges as follows:

PRELIMINARY STATEMENT

1. This Action arises from Mr. Tacopina obtaining an opportunity to purchase the Bologna Football Club (“BFC”), an Italian Soccer Team, leading an investor group – including Defendant Joey Saputo – that purchased BFC through a limited liability company, BFC1909 USA SPV, LLC (“BFC USA”) and then being betrayed by Mr. Saputo through Mr. Saputo’s blatant breaches of an agreement between them.

2. This agreement, more fully described below, was executed on or about December 1, 2014 after Mr. Saputo agreed to provide financing for BFC USA and was intended to: (a) replace Mr. Tacopina as majority owner and provide Mr. Saputo with majority ownership of BFC USA in exchange for said financing; (b) protect Mr. Tacopina’s ownership stake in BFC USA from falling below approximately 30% by Mr. Saputo funding Mr. Tacopina’s obligations to meet capital calls; and (c) set forth the terms of Mr. Tacopina’s position as President of BFC, including Mr. Tacopina’s salary.

3. Mr. Saputo blatantly breached this agreement by failing to: (a) provide the financing to BFC USA; (b) fund Mr. Tacopina's portion of capital calls; and (c) pay Mr. Tacopina his salary.

PARTIES

4. Mr. Tacopina is an individual residing in the State of Connecticut and practicing law principally in New York, New York, New York County.

5. Upon information and belief, Mr. Saputo is an individual residing in Montreal, Quebec. As demonstrated below, upon information and belief, Mr. Saputo regularly conducts business in New York.

PERSONAL JURISDICTION OVER DEFENDANT

6. Upon information and belief, the Court has general jurisdiction over Mr. Saputo pursuant to C.P.L.R. § 301 because Mr. Saputo has engaged in a continuous and systematic course of doing business in New York that warrants a finding of his presence in the State. For example, Mr. Saputo is an owner and President of the Major League Soccer ("MLS") team the Montreal Impact, the MLS is based in New York County and, upon information and belief, Mr. Saputo regularly does business in New York County to fulfill his duties as President and owner of the Impact.

7. Additionally, the Court has specific, long-arm jurisdiction over Mr. Saputo pursuant to C.P.L.R. § 302(a)(1), because this Action arises from an agreement (described below), which was negotiated and agreed to in New York. Mr. Tacopina and Mr. Saputo engaged in several negotiation discussions in New York concerning BFC, including at least three (3) meetings in New York regarding the purchase of BFC and said agreement. Mr. Tacopina

signed said agreement in New York. Mr. Tacopina also spoke to Mr. Saputo about the Agreement numerous times from Mr. Tacopina's office in New York, including calls that Mr. Saputo made to Mr. Tacopina, and they exchanged numerous emails about this subject through Mr. Tacopina's New York based email.

FACTS COMMON TO ALL CAUSES OF ACTION

8. In 2014, Mr. Tacopina decided to attempt to purchase BFC, an Italian Soccer Team.

9. Because soccer has always been a passion of Mr. Tacopina's, he pursued the opportunity and formed a team of investors to participate in the venture. One of those investors invited into the deal was Mr. Saputo.

10. Mr. Saputo is a wealthy businessman from Montreal, Canada. Upon information and belief, Mr. Saputo's wealth arose in large part from the vast riches of Mr. Saputo's father, Emanuele "Lino" Saputo, who, upon information and belief, is the founder and chairman of the Canadian cheese manufacturer Saputo, Inc., a billionaire, and one of the richest individuals in Canada.

11. The business marriage of Mr. Saputo and Mr. Tacopina as co-owners of BFC USA arose because Mr. Tacopina had the vision and devoted countless hours to seeing that vision come to life, and the Defendant had the funding that he was willing to invest.

12. On or about October 15, 2014, the official closing and acquisition of BFC was consummated through BFC USA. During this time, Mr. Tacopina was the majority owner with a 62.765 percent interest, while Mr. Saputo, through his company, Free 2 Be Holdings Inc. ("Free 2 Be"), owned 25.31 percent. The remaining shares were owned by other minority investors.

13. Mr. Tacopina's dispute with Mr. Saputo began to percolate almost immediately after the closing on the deal. Indeed, within weeks Defendant made it clear to Mr. Tacopina that he would no longer live by the terms of the initial Operating Agreement.

14. Shortly after the closing, Mr. Saputo expressed his desire to have majority ownership and control of BFC USA. Thus, negotiations began regarding Mr. Saputo replacing Mr. Tacopina as the majority owner, in exchange for him providing financing for BFC USA, as well as covering Mr. Tacopina's portion of capital calls, thereby preventing Mr. Tacopina's ownership percentage from ever being diluted to below approximately 30%.

15. Mr. Saputo and Mr. Tacopina engaged in several negotiation discussions in New York concerning BFC, including at least three (3) meetings in New York regarding the purchase of BFC and a new agreement that would provide Mr. Saputo majority ownership in exchange for him undertaking the responsibility of financing of BFC, which would be provided by him. Mr. Saputo also agreed to the terms of the new agreement in New York.

16. Mr. Tacopina spoke with Mr. Saputo about this new agreement on numerous occasions from his office in New York, including phone calls that Mr. Saputo made to Mr. Tacopina, and they exchanged several emails about this subject through Mr. Tacopina's New York based email server. It should be noted that while Mr. Tacopina resides in Connecticut, his law firm and law practice is based in New York.

17. Ultimately, an agreement was entered into by the parties on December 1, 2014, ("Agreement"), which provided, among other things, the following:

- A. The Agreement provides that "Subject on Free 2 Be (Joey Saputo) obtaining majority ownership (no less than 55%), Free 2 Be is [Mr.

Saputo's company] is willing to ... provide assurances for 15M Euro financing [for BFC]." The Agreement then states that capital calls will be needed to further fund BFC USA, which in turn would require Mr. Tacopina to contribute his share of such capital calls or face a dilution of his shares in BFC USA, which the parties had previously agreed would not be reduce Mr. Tacopina's ownership interest less than 30%.

- B. For this reason, the Agreement provides that Mr. Saputo would fund Mr. Tacopina's portion of the capital calls:

(2) Cash Call Year 1 - Joe Tacopina & Assoc.

Agreement between Joe Tacopina & Joey Saputo; Cash Call required by Joe Tacopina & Assoc. for the first year shall be funded by Joey Saputo with a loan to Joe Tacopina having the following conditions;

- *The cumulative amount of Cash Call funded shall not exceed 2 M Euros*
- *The loan shall be interest bearing at a rate of 5%*
- *Principle & Interest shall be paid the earliest of;*
 - *Sale of the Shares*
 - *5 years from the date off loan*

(3) Cash Call - subsequent loans - Joe Tacopina & Assoc. (Year 2 to Year 5)

Agreement between Joe Tacopina & Joey Saputo; Cash Call required by Joe Tacopina & Assoc. after year 1 or in excess of 2 M Euros shall funded by Joey Saputo with a loan to Joe Tacopina having the following conditions;

- *Loan shall be interest bearing at a rate or the higher of;*
 - *5%, or*
 - *Canadian Prime Rate + 2%*
- *Principle & Interest shall be reimbursed no later than 12 months*
- *Loan period not to exceed 5 years*

- C. Therefore, the terms of the loan set forth at paragraph "(2)" apply when Mr. Saputo has funded Mr. Tacopina's portion of the capital calls up to

two million euros, and the terms of the loan set forth at paragraph “(3)” apply when either the following has occurred: (a) Mr. Saputo has funded Mr. Tacopina’s portion of the capital calls up to two million euros, or (b) year one has expired. This is the only credible reading of these provisions, as section “(3)” clearly states “Cash Call required by Joe Tacopina & Assoc. after year 1 or in excess of 2 M Euros” (emphasis supplied).

D. As to Mr. Tacopina’s role as president of BFC, the Agreement provides in relevant part:

Employment Agreement - President Bologna FC 1909

Agreement between Joe Tacopina & Joey Saputo; Joe Tacopina shall have the position of President of Bologna FC 1909

- *The compensation for the position shall be;*
 - *If in Serie B: 350,000 Euros (gross)*
 - *If in Serie A:*
 - *800,000 Euro base salary- Gross*
 - *400,000 Bonus-Gross- performance based compensation based on objectives set by the Board & Compensation Committee which would include financial, budget & qualitative objectives.*
- *The contract period shall be for a period of 2 years*
- *The contract shall commence July 1, 2015 to June 30, 2017*

- *The contract shall be valid as long as Joe Tacopina remains significant Shareholder of Bologna FC (BFC USA SPV LLC), more than 15% during the contract 2 year term, ****

E. Accordingly, Mr. Tacopina was to continue serving as President of BFC for at least two more years so long as he held a 15% ownership stake in BFC USA, and since BFC qualified and advanced to Serie A prior to July 1, 2015, he was to be paid 800,000 Euro base salary.

18. It is clear that Defendant never intended to honor the Agreement, or any of the other commitments he made to Mr. Tacopina, and that his scheme all along was to use his wealth to push Mr. Tacopina out of BFC USA and BFC and deprive Mr. Tacopina of his ownership interest in the club.

19. As detailed below, Mr. Saputo breached the above quoted provisions by failing to ensure the 15 million of financing to BFC – he loaned the funds but almost immediately called in the loan to force a capital call for its repayment – he failed to provide the sufficient amount of funds to meet Mr. Tacopina’s portion of the capital calls, and to date, has not paid Mr. Tacopina any of the required salary.

20. However, prior to his breaches of the Agreement, there were numerous telephone calls and memorialized communications wherein Mr. Saputo repeatedly promised to fulfill these specific obligations and abide by the terms set forth in the Agreement. Specifically, on or about November 25, 2014, after Mr. Tacopina expressed to Mr. Saputo the extreme difficulty in making the important decision of giving up Mr. Tacopina’s majority ownership to the level of 30% ownership, Mr. Saputo repeatedly reassured Mr. Tacopina stating: “any future cash calls I will, again, any future cash call Joe I can do...” and “I am giving you money in order you maintain the level you’re comfortable with . . . I am going to give you money in order for you not to get diluted...” Mr. Saputo went on stating, “for you, I will do it 100%.”

21. Moreover, Mr. Saputo vowed, “if we come to this agreement, you have my guarantee that this is what my comfort level is...” and “I’m doing this because I’m comfortable with it and at the same time there shouldn’t be any doubt in your mind that I’m trying to

undermine what you're doing or trying to work something out behind your back because I'm not...."

22. For the sake of clarifying their intent and understanding for entering into the Agreement, Mr. Tacopina reconfirmed with Mr. Saputo, one last time asking "just to make sure we are all on the same page . . . this will allow me Joey, [to be at the 30% level] this either here or here, to make sure you are over the 50% hurdle, is where I'll be when we go to exit this thing in 10 years, 15 years, or 20 years, right?" Mr. Saputo replied "yeah, yeah, . . . yeah, yeah, yeah, yeah because any future cash calls, I will, again, any future cash call Joe, I can do. . . while you're 35% you owe 300, what I can do, at that point I will put it in for you"

23. As the new majority owner, Mr. Saputo directed Mr. Tacopina to terminate the services of the third party bank that was previously responsible for securing the financing for BFC. In his instructions, the Defendant asserted "tell [the bank] to take a hike" and "we don't need them to finance" to which Mr. Tacopina replied "I know, just verifying that we all agree" Thereafter, the third party bank was terminated and no longer responsible for obtaining financing, since Mr. Saputo agreed that in his new role as majority owner, he would take over that responsibility.

24. Mr. Saputo notified the remaining shareholders of the new changes and acknowledged his new financial responsibility, stating "the level of debt financing that will be required (and my [Mr. Saputo's] responsibility to get that financing...)."

25. On December 15, 2014, an amended Operating Agreement was consummated, which, among other things, reflected Mr. Saputo having majority ownership. At that time, Mr. Saputo, through Free 2 Be, owned 55.925% of BFC USA, and Mr. Tacopina owned 29.299%.

Indeed, as of today and but for Mr. Saputo's clear breaches of the Agreement, Mr. Tacopina should own at least 29.299%.

26. The cash-flow projections for the remainder of the fiscal year to June 30, 2015 (BFC USA's fiscal year is July 1st to June 30th) were determined to be nine (9) million euros. Mr. Saputo and his assistant Joseph Marsilii explained the nine (9) million euros was to be for a capital subscription of approximately six (6) million euros, and reimbursement of a loan of three (3) million euros.

27. In late December 2014, the nine (9) million euro capital call was completed and the respective ownership percentages were adjusted accordingly, providing Mr. Saputo with majority ownership of approximately 55%, and reducing Mr. Tacopina's ownership level from approximately 62% to approximately 30% just as they the parties previously agreed.

28. Despite their previous assertions that the expected capital call to year end would be nine (9) million euros, on or about January 20, 2015, Mr. Saputo notified shareholders of another forecasted capital call requirement to the end of the fiscal year (June 30, 2015) of 12.5 million euros.

29. Shortly thereafter, Mr. Saputo began threatening to breach the Agreement and exposed his intent to wrongfully and purportedly dilute Mr. Tacopina's ownership percentage.

30. Importantly, around this time, Mr. Saputo boldly displayed his disinterest in BFC's success as a professional soccer team by claiming "you know what, I'm not fucking putting in money for players, we'll stay in Serie B, I don't give a fuck. *** I don't know half the fucking players, if you tell me who's number nine, I won't fucking know"

31. On or about January 28, 2015, Mr. Saputo again, unilaterally decided to take action adverse to the Agreement, pronouncing, “I’m changing that agreement, whether you, you like it, like it, you don’t, don’t. You want to sue me no problem...” He further threatened dilution of Mr. Tacopina’s shares by claiming he had the power “at the end of the day Joe I could devalue the shares to a point that they are worthless.”

32. In the spirit of maintaining an amicable partnership, Mr. Tacopina proposed to amend the Agreement and offered Mr. Saputo the option to have his shares bought out by other interested investors, which would ultimately relieve Mr. Saputo of his obligations under the Agreement, to fund Mr. Tacopina’s future capital calls. However, Mr. Saputo declined Mr. Tacopina’s offer.

33. Instead, fully aware that he would be in breach of the Agreement for failing to cover Mr. Tacopina’s portion of any future capital calls as set forth in the Agreement, Mr. Saputo deceitfully accelerated his mission to purportedly dilute Mr. Tacopina’s ownership level by continuously requiring unnecessary capital calls in amounts significantly greater than what was projected.

34. Mr. Saputo unmasked his scheme when he told Mr. Tacopina “If I wanted to dilute you, I would call back the 15 million [loan] come June, and the 3.6 [million euro guarantee] needs to come in, and you take care of your cash calls.” Mr. Saputo also admitted, “if I wanted to dilute Joe I wouldn’t be transparent, I’d shut my mouth, I’d do what needs to be done.”

35. True to his word, Mr. Saputo did exactly what he stated he would do if he wanted to purportedly dilute Mr. Tacopina, by: (1) calling back the 15 million euro loan in June 2015;

(2) demanding the 3.6 million euro guarantee be included in the capital call amount although it was Mr. Saputo's responsibility as reflected in the Agreement; and (3) forcing Mr. Tacopina to take care of his portion of the capital calls without Mr. Saputo's funding.

36. Mr. Saputo fabricated certain items that purportedly required imminent payment, thus requiring yet another capital call from investors. In fact, Mr. Saputo presented several inconsistent amounts of the purportedly necessary capital call as well as conflicting dates as to the urgency of when the funds were needed.

37. For example, Mr. Saputo knew and conceded that several of the million euros he was seeking by way of a capital call were in fact, unnecessary because the previous ownership group had secured a payment plan regarding the debt Mr. Saputo was now seeking to immediately pay off. Notably, such debt was never projected in the year-end capital call projections. Mr. Saputo simply took this as an opportunity to punitively and purportedly dilute Mr. Tacopina by unnecessarily requiring several million euros extra in the capital calls.

38. Further evincing his scheme, only a few days after Mr. Saputo notified investors of the year-end 12.5 million euro capital call that was to take place in March 2015, and after Mr. Saputo rejected Mr. Tacopina's offer of having his shares bought out (and therefore no longer responsible for Mr. Tacopina capital calls), Mr. Saputo suddenly increased the 12.5 million euro amount of the purportedly necessary capital call by another 10 million euros stating "the expected funds that are going to be required just between February and June, we're talking 22 million."

39. Interestingly, shortly thereafter, on or about February 10, 2015, Mr. Saputo again increased the supposedly required capital call amount "from now to September . . . 35 million."

40. Yet, just two (2) days later, on February 12, 2015, Mr. Saputo (through Mr. Marsilii) then stated that “based on preliminary review of the cash projections, it looks like a 25 million euro cash call on March 1st 2015.” The very next day, when confronted with the fact that the sudden and substantial increases in the capital call amounts were simply Mr. Saputo’s attempt to purportedly dilute Mr. Tacopina’s ownership level and relieve him of his obligation to fund Mr. Tacopina’s capital calls, Mr. Saputo surprisingly admitted through Mr. Marsilii this indeed was his intent by confessing “I would rather Joe put up the money.”

41. In or about March 2015, there was a capital call of 16 million euros to be received in two (2) tranches. Mr. Saputo failed to fund the requisite amount of Mr. Tacopina’s portion of the capital call required in order to maintain Mr. Tacopina’s ownership percentage at 30% as they had agreed. As a result, Mr. Tacopina’s ownership percentage was purportedly further diluted.

42. Shortly thereafter, by way of yet another capital call, Mr. Saputo punitively and disingenuously demanded his 15 million euro loan be reimbursed only two months after he first provided the loan to BFC. Once again, Mr. Saputo again failed to fund Mr. Tacopina’s portion of the capital call. As a result, Mr. Tacopina’s ownership percentage was purportedly further diluted.

43. On July 17, 2015, Mr. Tacopina emailed Mr. Saputo reminding him that the Agreement expressly provided that for Mr. Tacopina’s role as President of BFC, Mr. Tacopina is entitled to receive a salary, that was to commence on July 1, 2015, since Mr. Tacopina offered not to take a salary during the first year of their acquisition of the team, even though Mr. Tacopina has been the President of BFC since October 2014.

44. Mr. Saputo ignored Mr. Tacopina's email and instead directed an attorney to respond on his behalf. In that response, Mr. Saputo's counsel agreed that Mr. Tacopina was entitled to his salary but stated the Agreement was silent with respect to the timing of such payment. Mr. Saputo's counsel simply surmised that similar executives in Italy are typically paid on a quarterly basis, but BFC USA would consider paying Mr. Tacopina's salary on a more frequent basis once it has set Mr. Tacopina's performance objectives and determined his responsibilities as President.

45. However, Mr. Tacopina's roles and responsibilities as President are clearly outlined in the Agreement and Mr. Tacopina fully performed those obligations. Mr. Saputo's response was simply another deceitful tactic to delay him from fulfilling his obligations under the Agreement.

46. Incredibly, on July 23, 2015, just a few days after Mr. Tacopina reminded Mr. Saputo of Mr. Tacopina's salary payment, Mr. Saputo sent out an issuance notice to investors requiring yet another capital call of 15 million euros. On August 31, 2015, the capital call was completed and Mr. Saputo once again failed to fund Mr. Tacopina's portion, thereby purportedly diluting Mr. Tacopina's ownership percentage to below 15%.

47. On September 2, 2015, Mr. Saputo's counsel sent Mr. Tacopina a letter indicating that since Mr. Tacopina's ownership interest percentage fell below 15%, the Agreement was no longer valid and Mr. Tacopina's role as President was terminated effective September 1, 2015. The letter further advised that Mr. Saputo, "although he has no obligation to do so, as a courtesy. . . is willing to stay the termination for a period of five (5) business days in order to extend to

Mr. Tacopina a five-day grace period in which to exercise his preemptive rights and participates in the capital call in order to maintain his interest above 15%.”

FIRST CAUSE OF ACTION
(Breach of Contract)

48. Mr. Tacopina repeats and realleges the Paragraphs above as if fully set forth herein.

49. Mr. Tacopina fully performed the Agreement and is entitled to all benefits therefrom.

50. As described above, Mr. Saputo breached the Agreement by, *inter alia*, failing to provide the above-described 15 million financing to BFC USA other than through a two-month loan that he called in an attempt to purportedly dilute Mr. Tacopina, failing to cover Mr. Tacopina’s portion of capital calls, claiming that Mr. Tacopina’s interest in BFC USA is less than 15%, claiming that Mr. Tacopina has no contractual right to remain as President of BFC, and failing to pay Mr. Tacopina his salary.

51. Mr. Tacopina has been damaged by such breaches of the Agreement in that Mr. Saputo is attempting to wrongfully compel Mr. Tacopina to pay Mr. Tacopina’s portions of wrongfully inflated capital calls without funding from Mr. Saputo, Mr. Saputo is attempting purportedly to dilute Mr. Tacopina’s interest in BFC USA and remove Mr. Tacopina as the President of BFC, to satisfy his insecurities and replace himself with the title, and Mr. Tacopina has not received any portion of his owed salary to date.

52. Plaintiff demands judgment of and from Defendant in a sum to be determined at trial, but not less than \$5,000,000.00, together with interest, costs and disbursements of this Action.

SECOND CAUSE OF ACTION
(Preliminary Injunction)

53. Mr. Tacopina repeats and realleges the Paragraphs above as if fully set forth herein.

54. As demonstrated above, Defendant has no lawful or proper basis to terminate the Agreement.

55. As demonstrated above, Defendant's attempted termination is based on contrived and pretextual reasons that are insufficient to warrant termination under the Agreement.

56. Absent a preliminary injunction enjoining Defendant from purportedly further diluting Mr. Tacopina's interest in BFC USA and terminating the Agreement, Mr. Tacopina will be left without a remedy at law. As demonstrated above, Mr. Saputo has recently claimed that Mr. Tacopina's ownership stake in BFC USA was purportedly to be diluted under 15%, thereby purportedly giving Mr. Saputo an alleged bases to terminate the Agreement and remove Mr. Tacopina as President of BFC, all of which would cause Mr. Tacopina to lose a vast majority of his ownership interest in BFC USA and his right to participate in its management as BFC's President.

57. Furthermore, a granting of the requested TRO and preliminary injunction, which will merely preserve the *status quo* by keeping the Agreement in place, will not harm Mr. Saputo in any fashion. Mr. Saputo will only have to live by an agreement that he bargained for, agreed to and admittedly partially performed. Thus, the balancing of equities weighs far in favor of Mr. Tacopina.

58. Consequently, Mr. Tacopina is entitled to a preliminary injunction as described in the WHEREFORE clause below.

CONCLUSION

WHEREFORE, Plaintiff demands judgment as follows:

- A. On Plaintiff's First Cause of Action, Plaintiff's actual damages as proven at trial, but at minimum an amount greater than the jurisdictional amount of this Court.
- B. On Plaintiff's Second Cause of Action, a Preliminary Injunction:
 - (i) Pursuant to C.P.L.R. § 6301, enjoining Defendant from terminating the Agreement
 - (ii) Pursuant to C.P.L.R. § 6301, enjoining Defendant from further diluting the interests of Plaintiff in BFC USA or taking any steps or actions, directly or indirectly, to so dilute Plaintiff;
 - (iii) Pursuant to C.P.L.R. § 6301, enjoining Defendant from taking any steps or actions, directly or indirectly, to remove Plaintiff as President of BFC; and
 - (iv) Pursuant to C.P.L.R. § 6301, directing Defendant to promptly pay Plaintiff his salary pursuant to the Agreement.
- C. The costs and disbursements of this action.
- D. Prejudgment interest.
- E. Such other and further relief as deemed just and proper by this Court.

Dated: New York, New York
September 10, 2015

Yours, etc.,
TACOPINA & SEIGEL

By: /s/ Matthew G. DeOreo
Matthew G. DeOreo
Dina Nesheiwat
Attorneys for Plaintiff
275 Madison Ave., Fl. 35
New York, New York 10016
Tel: (212) 227-8877
Fax: (212) 619-1028