

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

-----	X	Index No.
	:	Date Filed:
LEGACY ORGANIZATION, INC.,	:	
	:	Plaintiff designates
Plaintiff,	:	<i>New York</i> County as the place of trial
	:	
-against-	:	<u>SUMMONS</u>
	:	
ALESSANDRO NOMELLINI,	:	The basis of the venue is the residence
	:	<i>Plaintiff's Residence</i>
Defendant.	:	725 Fifth Avenue, 19 th Floor
-----	X	New York, NY 10022

To the above-named Defendants:

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiffs within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
February 3, 2021

KANE KESSLER, P.C.

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

LEGACY ORGANIZATION, INC.,

Plaintiff,

-against-

ALESSANDRO NOMELLINI,

Defendant.

Index No. _____

COMPLAINT

Plaintiff Legacy Organization, Inc. (“Legacy,” the “Company” or “Plaintiff”), by and through its attorneys, brings this Complaint against Defendant Alessandro Nomellini (“Nomellini” or “Defendant”), and alleges as follows:

NATURE OF THE ACTION

1. This is an action seeking injunctive relief, declaratory judgment and damages as a result of Legacy’s former sole officer and director’s fraud, dishonest acts, gross abuse of discretion and breach of fiduciary duty by, *inter alia*, surreptitiously and fraudulently issuing to himself bogus shares of the Company, filing false corporate certifications with the New York Secretary of State, attempting to issue more than 100% of Legacy’s stock to third-parties in an obvious illegal and corrupt fraudulent scheme, as well as other improper and self-dealing corporate acts.

INTRODUCTION

2. Legacy operates the Legacy Business School, a non-degree granting business school that offers certificate programs in business management with a focus on fashion and luxury branding.

3. The Legacy Business School is located at Trump Tower and charges tuition of approximately \$71,500 per year.¹

4. When a deal to sell the school to an Italian company was terminated by the company in February 2020, Nomellini, desperate for cash (for himself), on June 15, 2020, filed a fraudulent Amended Certificate of Incorporation with the New York Secretary of State, increasing the number of shares of the Company from 1,000 to 1,000,000 and knowingly misrepresented that such amendment was with shareholder approval. Three days later, Nomellini issued all 1,000,000 shares to himself.

5. On July 26, 2020, Nomellini was removed as the officer and director of Legacy and from that point forward had no official position with Legacy other than as a shareholder. Kristiaen van Gastel, an owner of 317 shares of the 1,000 legally authorized, issued and outstanding shares of Common Stock of Legacy was voted in as Legacy's sole officer and director.

6. Since July 26, 2020, the current management and majority shareholders of Legacy have directed Nomellini to cease his fraudulent activities, which he has, however, refused to do.

7. Since then, and despite being removed entirely from any director or officer role with Legacy, on September 14, 2020, Nomellini brazenly continued his fraudulent activities by, *inter alia*, again filing a second fraudulent Amendment of Certificate of Incorporation with the New York Secretary State, again attempting to improperly increase the number of shares of the Company from 1,000 to 1,000,000 with no authority and without the required shareholder approval and falsely representing to third parties – including the New York Bureau of

¹ At its inception, Nomellini's friend and business associate, Kris Jenner of "Keeping up with the Kardashians," served as the school's celebrity spokesperson (she has since relinquished that role).

Proprietary School Supervision, Trump Organization, Inc. and Dolce & Gabbana (an alleged potential purchaser of Legacy) – that he is the sole owner of Legacy with absolute authority to act on its behalf.

8. Defendant, purporting to act on behalf of Legacy, also entered into a 10-year lease extension for Legacy’s offices at Trump Tower, for which he had no authority since he had been previously removed as an officer and director of the Company.

9. Defendant has denied the Company’s current management from access to its offices, bank accounts and books or records, thereby making it impossible for Legacy to operate the school.

10. Absent injunctive relief, Nomellini will continue to attempt to unlawfully bind Legacy in contracts with third-parties, impair the operation and management of the Company, create uncertainty as to Legacy’s capital structure (thereby impacting Legacy’s ability to raise capital or for legitimate shareholders to sell legitimately issued shares) and damage Legacy’s reputation and good will.

PARTIES

11. Plaintiff Legacy Organization, Inc. d/b/a Legacy Business School of New York is a company organized under the laws of the State of New York and headquartered in New York City with an address at Trump Tower, 725 Fifth Avenue, 19th Floor, New York, NY 10022.

12. Defendant Nomellini is a resident of New York, residing at Trump Tower, 721 Fifth Avenue, Apt. 45J, New York, NY 10022, served as the sole officer and director of Legacy from at least 2014 until July 26, 2020, and, upon information and belief, owns only 68 of the 1,000 legally authorized, issued and outstanding voting shares of Common Stock of Legacy, with

the remaining shares owned by individuals, Marc Smet (615 shares) and Kristiaen van Gastel (317 shares), collectively totaling 1,000 shares.

JURISDICTION AND VENUE

13. This Court has personal jurisdiction over Nomellini because he is domiciled in New York, transacts business within New York, committed a tortious act within New York, and owns, uses or possesses real property within New York.

14. Venue is proper in New York County because Nomellini is domiciled and resides in New York County and a substantial part of the events or omissions giving rise to the claims occurred in New York County.

BACKGROUND

Legacy's Formation

15. Legacy was formed by Nomellini as a non-degree granting business school with a focus on fashion and luxury branding.²

16. Legacy is regulated and licensed by the New York Bureau of Proprietary School Supervision (“BPSS”), which “oversees and monitors non-degree granting proprietary schools in New York State.” (<http://www.acces.nysed.gov/bpss/welcome-career-training-proprietary-schools>). “BPSS's mission is to ensure that the overall educational quality of the programs offered will provide students with the necessary skills to secure meaningful employment and to protect students' financial interests while attending proprietary schools.” *Id.*

² Legacy was initially formed as ESE NYC, Inc. in New York on February 4, 2003. By Certificate of Amendment filed February 23, 2016, Nomellini changed the entity name to Legacy Organization, Inc..

17. Legacy obtained a preliminary license from BPSS to operate as a non-degree granting school in 2016. On February 13, 2019 BPSS granted Legacy License Nr. 2104 valid through February 13, 2023 to operate as a “Private Career School.”

18. BPSS licensure was, and remains, a costly and time intensive endeavor. Among other things, it requires that the school have a written curriculum, is licensed to do business in New York and obtains a Certificate of Occupancy from the New York Department of Buildings for the premises to be used as a school.

19. The BPSS licensure application process can take more than a year and cost many thousands of dollars.

Legacy Has Financial Difficulties

20. Not long after its reformation as Legacy Business School in 2016, the Company had difficulty enrolling students and began to experience financial troubles.

21. By 2017, rather than try to attract new students, Nomellini determined that Legacy’s only marketable asset was its New York state-issued BPSS License and decided to try to sell the school along with its BPSS license.

22. In or around late 2017 or early 2018, Nomellini entered into discussions with non-party Instituto Marangoni, S.r.l (“Marangoni”) to sell substantially all of Legacy’s shares (the “Proposed Sale”). Marangoni is a private fashion school organized and headquartered in Milan Italy and, upon information and belief, wanted to establish a fashion school in New York City, which effort would be facilitated by acquiring an existing school (such as Legacy) and, with it, its BPSS license.

23. Legacy required additional capital to keep the Company operational until a sale to Marangoni, or another party, could be consummated. In order to solicit new investors, Nomellini duly amended Legacy's Certificate of Incorporation on or around December 21, 2017 (with shareholder approval) to increase the number of authorized shares of common stock from 200 to 1,000.

24. Between 2016-2018, Defendant's friend, Kristiaen van Gastel ("van Gastel"), acquired three hundred seventeen (317) shares of Legacy common stock for an aggregate amount of \$2,500,000.

25. In 2016, van Gastel introduced Defendant to a potential new investor, Marc Smet, a Belgian businessman.

26. Between 2017 and 2018, Smet and WWRS, Belgium N.V. ("WWRS") (a Belgium company controlled by Smet) made seven (7) separate loans to Legacy in the aggregate amount of \$4,920,000 (the "Loans"). Nomellini personally guaranteed five (5) of the Loans.³

27. As consideration for making the Loans, Smet received six hundred fifteen (615) of the one thousand (1,000) authorized shares of Legacy Common Stock, thereby making Smet Legacy's majority and controlling shareholder.

28. Thus, the total amount of Smet's financial outlay for Legacy was in excess of \$4,920,000 plus accrued interest on all of the funded Loans. Under the terms of the Loan agreements, the accrued interest totals \$2,284,000.

³ On July 20, 2020, Smet and WWRS commenced a lawsuit in the Supreme Court, New York County against Nomellini, his mother, Irma Fato, who served as a co-guarantor for one of the Loans, and Legacy for breach of contract, breach of personal guarantees, fraud and fraudulent inducement in connection with the Loans. *See Smet et. al v. Nomellini, et al*, No. 653245/2020 (Sup. Ct. N.Y. Cnty.) (Borrok, J). After Defendant was removed as the Company's director and officer on July 26, 2020 (discussed below), the action was discontinued as against Legacy. In addition, Defendant has defaulted as his time to answer or otherwise appear expired on October 21, 2020.

29. Smet, WWRS and Van Gastel invested in, and made loans to, Legacy based on, *inter alia*, Nomellini's representations that a sale of Legacy to Marangoni was likely and imminent.

30. On or about September 7, 2018, Nomellini through Legacy's then attorney, told Smet as "shareholders of Legacy Organization Inc." that Marangoni had agreed to the Proposed Sale for the purchase price of approximately \$25 million and that it was essential that Legacy pay off all of its outstanding operating costs and expenses before consummating the transaction. These representations by Nomellini induced WWRS (through Smet) to make the last of the aforementioned Loans in the amount of \$2,000,000 in November 2018.

31. On or around January 9, 2019, Nomellini told Smet and van Gastel that Legacy and Marangoni had entered a stock purchase agreement, dated as of January 9, 2019 (the "SPA"), whereby Marangoni agreed to purchase 980 of the 1,000 issued shares of Legacy Common Stock for \$25,088,000.

32. The SPA, a copy of which was provided to Smet and van Gastel, expressly provided that if Marangoni failed to timely tender the purchase price of \$25,088,000, such failure would constitute a material breach of the SPA requiring Marangoni to pay termination transaction costs ("Transaction Costs") in the amount of \$9,893,357.

33. In late May 2019, after months of representing that the Proposed Sale to Marangoni was going to take place and that the related escrow would be funded, Defendant told Smet and van Gastel that Marangoni had backed out of the deal and had decided not to acquire Legacy.

34. Thereafter, Nomellini refused without explanation to take any steps to ensure Marangoni's payment of the Transaction Costs.

35. Over the next several months, Nomellini ignored numerous inquiries by Smet and van Gastel regarding Nomellini's repayment of the Loans, his efforts to recover the Transaction Costs from Marangoni and Legacy's operations in general. Nomellini also failed to convene annual shareholder meeting of Legacy.⁴

Nomellini Hijacks the Company

36. On June 15, 2020, Nomellini filed an intentionally fraudulent Amended Certificate of Incorporation with the New York State Secretary of State, purporting to increase the number of authorized shares of Legacy from 1,000 to 1,000,000 and knowingly misrepresented that such amendment was with a majority of shareholder approval when, in fact, no shareholder approval was ever sought or obtained. A copy of the Certificate of Amendment of Incorporation, filed on June 15, 2020 and signed by Nomellini in his capacity as Director, Treasurer and Secretary of Legacy is annexed hereto as **Exhibit 1** (the "June 2020 Certificate of Amendment").

37. Nomellini falsely stated on the June 2020 Certificate of Amendment that it had been "authorized by . . . the vote of the board of directors followed by a vote of a majority of all outstanding shares entitled to vote thereon at a meeting of shareholders," as required by BCL 803.

38. This representation by Nomellini as the sole director and president of Legacy was a flat-out lie and Nomellini knew it. Except for Defendant's approximately 68 shares, at no point

⁴ In or around July 2019, WWRS filed an action in Antwerp, Belgium against Legacy and Nomellini for breach of the various Loan agreements.

did *any* of the outstanding 932 shares held by Smet and van Gastel entitled to vote approve the June 2020 Certificate of Amendment, nor did Nomellini ever notify shareholders Smet or van Gastel of his intention to increase the issued and outstanding shares from 1,000 to 1,000,000.

39. On June 18, 2020, Nomellini issued himself a bogus stock certificate for all of the purported 1,000,000 shares of Legacy common stock, for no consideration whatsoever and therefore improperly attempting to negate Smet and van Gastel's share ownership. A copy of the Stock Certificate, dated June 18, 2020 is annexed hereto as **Exhibit 2** (the "1M Stock Certificate").

40. Upon information and belief, Nomellini unlawfully transferred all 1,000,000 of the purported Common shares in Legacy to himself so that he could reap 100% of the proceeds from a sale of the Company to Marangoni or another third party and/or, as Plaintiff would later learn, to continue to sell Legacy stock to unsuspecting and innocent third-parties.

41. After discovering Nomellini's scheme to surreptitiously wrest control of the Company through fraudulent stock issuances and filings with the Secretary of State, Smet and van Gastel promptly retained and instructed Legacy's New York counsel, Kane Kessler, P.C., to protect their, and Legacy's, interests.

42. On July 26, 2020, Smet and van Gastel, representing 932 of the 1,000 *legally authorized*, issued and outstanding shares of Common Stock of Legacy, convened two special shareholder meetings of the Legacy shareholders and Board of Directors (collectively, the "July Meetings") at which by a unanimous vote and approval of the shareholders present Nomellini

was removed as director for cause and van Gastel was elected as Legacy's sole director.⁵ A copy of the Unanimous Written Consent in Lieu of a Meeting of The Board of Directors of Legacy, dated July 26, 2020, Minutes of the Special Meeting of Stockholders of Legacy Organization, Inc., dated July 26, 2020 and Ballot for the Special Meeting of Stockholders, dated July 26, 2020, are annexed hereto collectively as **Exhibit 3**. After that vote, Nomellini had no affiliation whatsoever with Legacy, except for his legitimate ownership of 68 shares. He was neither an officer, director, employee, agent or representative of Legacy and had (and has) no authority to act on its behalf.

43. At a second special shareholders meeting held later that same day, July 26, 2020, a unanimous vote of the shareholders present approved amending the June 2020 Certificate of Amendment to reduce the number of purported authorized shares from 1,000,000 and restore it back to 1,000. A copy of the corrected Certificate of Amendment of Incorporation that was filed with the New York Secretary of State reducing the number of purported shares from 1,000,000 to 1,000, dated July 28, 2020 is annexed hereto as **Exhibit 4**.

44. By letter dated July 30, 2020 (the "July 30 Letter"), Legacy's counsel notified Nomellini of the July Meetings, annexed a copy of the Unanimous Written Consent related thereto (Exhibit 3) and advised that his "role as an employee, agent and/or representative of the Company [was] terminated" and that he was "prohibited from acting on behalf of Legacy in any manner, including representing to third-parties that [he was] authorized to act on the Company's

⁵ The stated cause for Nomellini's removal included, inter alia, the filing of the June 2020 Certificate of Amendment, "failure to properly consummate a transaction with, or proceed with a breach of contract claim against, [Marangoni]. . . failure to keep the stockholders of the Company informed of significant company developments" and failure to call annual stockholders meetings as required by New York's BCL. Legacy commenced an action against Marangoni on August 12, 2020 for breach of contract in connection with its failure to pay the Transaction Costs. *See Smet et al v. Istituto Marangoni, S.R.L.*, No. 653769/2020 (Sup. Ct. N.Y. Cnty.) (Sherwood, J.)

behalf or making any alterations to the Legacy website.” A copy of the July 30 Letter with proof of its service is annexed hereto as **Exhibit 5**.⁶

45. Two separate attorneys representing Nomellini – James Strauss of Lewis Brisbois and Bradley S. Pensyl of Allen & Overy – confirmed receipt of the July 30 Letter. Nomellini also confirmed via email that he received the July 30 Letter. (Exhibit 5) Nevertheless, Nomellini did not comply with the demands in the July 30 Letter.⁷

46. On September 18, 2020, Legacy noticed a further special meeting of shareholders for October 7, 2020 to approve, adopt and ratify the Minutes from the July Meetings (the “September 18 Notice”) (annexed hereto as **Exhibit 6**).

47. On October 7, 2020 the special meeting of Legacy’s shareholders was held and the Minutes from the July Meetings were approved, adopted and ratified. A copy of the Minutes from the October 7 meeting is annexed hereto as **Exhibit 7**.

48. Although Nomellini and his then-counsel were duly notified of the October 7 meeting, neither attended.⁸

Nomellini Again Tries to Increase the Number of Legacy Shares

49. On or around December 11, 2020, Legacy learned that on September 14, 2020, after Nomellini was removed as a director and officer of Legacy and after he had no authority to act on its behalf, Nomellini filed a *second* fraudulent Amendment of Certificate of Incorporation with the New York Secretary State, which *again* attempted to increase the number of shares of

⁶ The July 30 Letter was transmitted both by email and Federal Express to Nomellini’s residence at Trump Tower.

⁷ Both of the aforementioned attorneys have since ceased representing Nomellini.

⁸ The September 18 Notice was sent to Nomellini’s addresses in Italy and New York via regular and overnight express mail, as well to Nomellini’s counsel who expressly acknowledged in a letter dated October 6, 2020 that Nomellini received the September 18 Notice.

the Company from 1,000 to 1,000,000 (the “September 2020 Certificate of Amendment”). A copy of the September 2020 Certificate of Amendment signed by Nomellini in his purported capacity as Director, Treasurer and Secretary of Legacy is annexed hereto as **Exhibit 8**.

50. As with the June 2020 Certificate of Amendment, Nomellini falsely stated on the September 2020 Certificate of Amendment that it had been “authorized . . . by a vote of the board of directors followed by a vote of a majority of all outstanding shares entitled to vote thereon at a meeting of shareholders,” as required by BCL 803.

51. As with the June 2020 Certificate of Amendment, no such vote ever occurred.

Legacy Learns that Nomellini Defrauded Others

52. In December 2020, Legacy learned that Nomellini, upon information and belief, had used the promise of the Proposed Sale to Marangoni to swindle another investor, Mustafa Sinan Ergin, a prominent Turkish businessman, who had filed a lawsuit against Nomellini in March 2020 in Florence, Italy seeking, *inter alia*, an order of seizure with respect to Nomellini’s assets in the amount of €2,800,000 (\$3,391,000) (the “Italian Fraud Action”).

53. The allegations in the Italian Fraud Action are virtually identical to this action. In the Italian Fraud Action, it was alleged that: “Nomellini was negotiating for the sale of Legacy to [Marangoni] . . . that in order to close the deal, Nomellini requested further financial assistance [from investor] for the payment of fees and other operating expenses . . . [the investor] purchased 50% of the shares of Legacy at a price of \$750,000,” since the Proposed Sale was not consummated, Nomellini agreed to repurchase the investor’s shares, which he failed to do. On October 5, 2020, the Italian court of appeal found that Nomellini never caused the shares

promised to Mr. Ergin to be registered by Legacy, and that the intended sale was not valid as against third parties.

54. Nomellini's sale of 50% of the outstanding shares of Legacy Common Stock to Ergin was an obvious scam since, at the time, Smet and van Gastel already owned a substantial majority of the stock.

55. The Italian Court further granted Ergin's application for a temporary restraining order and seizure of assets. Upon information and belief, no assets belonging to Nomellini in Italy have been located to satisfy the directed seizure.

56. In addition to the directed seizure, the Italian civil court ordered Nomellini to pay court costs and fees of Mr. Ergin's Italian counsel in the amount of €30,000 (\$36,290). Upon information and belief, Nomellini caused about half of this amount to be paid from a United States bank account, with the balance still unpaid.

Nomellini Continues to Hold Himself Out to Third Parties as Legacy's Sole Owner

57. In December 2020, Legacy also discovered that on September 15, 2020, Nomellini had contacted the Licensing Supervisor for BPSS falsely claiming that he was the "sole owner of the 1,000,000 shares" of Legacy and providing her with a copy of the fraudulent June 2020 Certificate of Amendment (the "September BPSS Email"). A copy of the September BPSS Email is annexed hereto as **Exhibit 9**.⁹

⁹ The September BPSS Email was disclosed by Legacy's former attorneys in connection with Legacy's petitions pursuant to New York Code of Professional Responsibility DR 9-102(c)(4) and CPLR 403(b) to recover client files from the former attorneys (the "Client File Actions"). See *Legacy Org., Inc. v. Santamarina & Assocs. et al*, No. 159569/2020 (Sup. Ct. N.Y. Cnty) (Rakower, J.) and *Legacy Org., Inc. v. Joseph Lonetto et al*, No. 160335/2020 (Sup. Ct. N.Y. Cnty.) (Rakower, J). Nomellini has obstructed Legacy's prosecution of the Client File Actions by falsely telling Legacy's former attorneys that he remains the 100% owner of the Company and instructing them not to turn over any client files.

58. In the September BPSS Email, Nomellini further represented to this New York State agency that he was in “negotiations” with a well-known Italian fashion firm (Dolce & Gabbana) for the sale of shares in Legacy. According to Nomellini’s email to the BPSS official, Nomellini wrote: “I increased the shares because there is a potential minor partner with global fashion presence with whom I am in discussion” to “acquire 20% of Legacy . . . The fashion company is Dolce and Gabbana and they will have a meeting this week to discuss further financial details.” In other words, Nomellini is in the very process of seeking to defraud others into investing in shares in Legacy which Nomellini does not lawfully have to sell and has already exceeded 100% of the stock.

59. Legacy has also recently discovered that on October 29, 2020, Defendant, improperly holding himself out as the purported “Chief Executive Officer” of Legacy, entered into a *ten-year* lease extension with Trump Organization, Inc. for Legacy’s Trump Tower offices (which it still has been unable to access).

FIRST CAUSE OF ACTION
Breach of Fiduciary Duty (Money Damages)

60. Plaintiff repeats and realleges the allegations in Paragraphs 1 through 59 above as if fully set forth at length herein.

61. From at least 2014 through July 26, 2020, Defendant was Legacy’s sole officer and director and, as such, owed fiduciary duties to the Company and was obligated to perform his duties in good faith and with that degree of care which an ordinarily prudent person in a like position would use under similar circumstances.

62. Defendant owed Plaintiff duties of loyalty and was not permitted to personally profit at the expense of the corporation,

63. Defendant breached his fiduciary duties to Plaintiff by, *inter alia*, (i) increasing the authorized number of shares of Common Stock of the Company from 1,000 to 1,000,0000 without the required shareholder approval; (ii) issuing to himself all of the purported 1,000,000 shares of common stock in the Company; (iii) filing false and fraudulent documents with the New York Secretary State and BPSS in connection with the aforementioned transactions; (iv) failing to keep the stockholders of the Company informed of significant company developments; and (v) failing to conduct annual meetings of the Company's shareholders.

64. Defendant's material breaches of his fiduciary duties have directly and proximately caused damage to Plaintiff including, but not limited to, materially impacting Plaintiff's ability to run its business, falsely entering into contracts with third parties; creating uncertainty as to Plaintiff's capital structure, thereby impacting Plaintiff's ability to raise capital or for legitimate shareholders to sell legitimate shares; damaging to Plaintiff's reputation and good will; and endangering the status of Plaintiff's BPSS license.

65. Defendant's material breaches of fiduciary duty have directly and proximately damaged Plaintiff in an amount to be determined at trial but in no event less than \$20 million.

66. Plaintiff is also entitled to punitive damages, in an amount to be determined at trial, because Defendant acted with a high degree of moral culpability manifesting a conscious disregard of the rights of others, actual malice and wantonly and willfully disregarded Plaintiff's rights.

SECOND CAUSE OF ACTION
Breach of Fiduciary Duty (Permanent Injunction)

67. Plaintiff repeats and realleges the allegations in Paragraphs 1 through 66 above as if fully set forth at length herein.

68. As set forth above, Defendant breached fiduciary duties owed to Plaintiff.

69. *Twice* Defendant fraudulently and surreptitiously increased the number of shares of Legacy's common stock from 1,000 to 1,000,000 without the requisite shareholder approval; issued to himself all 1,000,000 purported shares of the Company's common stock; falsely represented to third-parties, including the New York State BPSS Licensing Supervisor, Trump Organization, Inc. and Dolce & Gabbana, that he is the sole owner of Legacy with authority to enter into contracts on its behalf; and entered into a ten-year lease extension with Trump Organization, Inc. on behalf of Legacy.

70. Plaintiff will suffer irreparable harm if Defendant continues to falsely hold himself out as the sole shareholder, officer and director of Legacy. Among other things, Defendant's actions as described herein have and will continue to materially impact Plaintiff's ability to run its business, including entering into contracts with third parties; have and will continue to create uncertainty as to Plaintiff's capital structure, thereby impacting Plaintiff's ability to raise capital or for legitimate shareholders to sell legitimate shares; has and will continue to damage Plaintiff's reputation and good will; and has and will continue to jeopardize the status of Plaintiff's BPSS license.

71. Plaintiff has no adequate remedy at law as the aforementioned harms cannot be remedied with money damages.

72. Based on the foregoing, Plaintiff is entitled to an order and judgment restraining Defendant from (i) holding himself out as director, officer, owner or sole shareholder of Legacy; (ii) entering into any contracts or other documents on behalf of Legacy; (iii) communicating with third parties, including but not limited to BPSS, Dolce & Gabbana and Trump Organization, Inc.,

on behalf of Legacy; (iv) filing any documents with the New York Secretary of State, BPSS or any other governmental agency or organization on behalf of Legacy; and (v) accessing any bank accounts belonging to Legacy.

73. Plaintiff is also entitled to an order and judgment compelling Defendant to (i) turn over all keys, passcodes and/or entry cards to Plaintiff's offices located 725 Fifth Avenue, 19th Floor, New York, NY 10022; (ii) turn over all login and passcode information for any and all bank accounts, email accounts, websites or any other online accounts or databases belonging to Plaintiff; (iii) turn over Plaintiff's BPSS license; and (iv) directed to turn over all books and records belonging to Plaintiff.

THIRD CAUSE OF ACTION
Declaratory Judgment

74. Plaintiff repeats and realleges the allegations in Paragraphs 1 through 73 above as if fully set forth at length herein.

75. Defendant has claimed that he amended Legacy's certificate of organization in June and September 2020 to increase the number of shares of Legacy Common Stock from 1,000 to 1,000,000, and that he is the sole owner of 1,000,000 shares of common stock with authority to act on the Company's behalf.

76. Defendant claims that he remains the sole officer of Legacy with authority to act and enter contracts on its behalf.

77. On the other hand, Plaintiff asserts that the June and September 2020 Certificates of Amendment were filed without authority and without the requisite shareholder approval under BCL 803 and, consequently, the June and September 2020 Certificates of Amendment and the Stock Certificate giving Defendant 1,000,000 shares in Legacy are null and void.

78. Plaintiff further claims that Defendant was duly removed as officer and director of Legacy on July 26, 2020, that van Gastel was duly elected the sole officer and director of Legacy, that Smet and van Gastel hold 932 shares of Legacy Common Stock, respectively; and that Defendant has no authority to represent or act on Legacy's behalf.

79. In light of the foregoing, an actual and justiciable controversy exists between the parties.

80. Plaintiff is entitled to a declaration that (i) the June and September 2020 Certificates of Amendment and 1M Stock Certificate are null and void pursuant to BCL 803 and BCL 203¹⁰; (ii) Defendant was properly removed as the sole director and officer of Legacy on July 26, 2020; (iii) van Gastel was duly appointed Legacy's sole officer and director as of July 26, 2020; (iv) Smet owns 615 shares of Legacy Common Stock; (v) van Gastel owns 317 shares of Legacy Common Stock; (vi) Defendant had no authority to enter into the Trump Tower lease extension which, as a result, is null and void and (vii) Defendant has no authority to represent or bind Legacy in any manner whatsoever.

WHEREFORE, Plaintiff demands judgment as follows:

A. Compensatory damages against Defendant in an amount to be determined at trial, but not less than \$20 million on the First Cause of Action, plus interest and all costs and expenses incurred in connection with this action including but not limited to attorneys' fees, together with such other, further and different relief as to the Court seems just and proper;

¹⁰ BCL 203 provides, in pertinent part, that an act of a corporation or transfer of real or personal property to or by a corporation may "be invalid by reason of the fact that the corporation was without capacity or power to do such act or to make or receive such transfer . . . in an action by or in the right of the corporation to procure judgment in its favor against an incumbent or former officer or director of the corporation for loss or damage due to his unauthorized act."

B. punitive damages against Defendant in amounts to be determined at trial on the First Cause of Action, plus interest and all costs and expenses incurred in connection with this action including but not limited to attorneys' fees, together with such other, further and different relief as to the Court seems just and proper;

C. on the Second Cause of Action, that Defendant be (i) restrained from holding himself out as director, officer or owner of Plaintiff; (ii) restrained from entering into any contracts purportedly on behalf of Plaintiff; (iii) restrained from communicating with third parties, including but not limited to the New York Bureau of Proprietary School Supervision ("BPSS"), Dolce & Gabbana and Trump Organization, Inc., on behalf of, or as a purported representative or agent of, Plaintiff; (iv) restrained from filing any documents with the New York Secretary of State, BPSS or any other governmental agency or organization on behalf of, or as a purported representative or agent of, Plaintiff; (v) restrained from accessing any bank accounts, email accounts, websites or any other online accounts or databases belonging to Plaintiff; (vi) directed to turn over all keys, passcodes and/or entry cards to Plaintiff's offices located 725 Fifth Avenue, 19th Floor, New York, NY 10022; (vii) directed to turn over all login and passcode information for any and all bank accounts, email accounts, websites or any other online accounts or databases belonging to Plaintiff; (viii) directed to turn over Plaintiff's BPSS license; and (ix) directed to turn over all books and records belonging to Plaintiff;

D. on the Third Cause of Action, a declaration that (i) the June and September 2020 Certificates of Amendment and 1M Stock Certificate are null and void pursuant to BCL 803 and BCL 203; (ii) Defendant was properly removed as the sole director and officer of Legacy on July 26, 2020; (iii) van Gastel was duly appointed Legacy's sole officer and director as of July 26,

2020; (iv) Smet owns 615 shares of Legacy Common Stock; (v) van Gastel owns 317 shares of Legacy Common Stock; (vi) Defendant had no authority to enter into the Trump Tower lease extension which, as a result, is null and void and (vii) Defendant has no authority to represent or bind Legacy in any manner whatsoever;

E. together with such other, further and different relief as to the Court seems just and proper.

Dated: New York, New York
February 3, 2021

KANE KESSLER, P.C.

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