

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

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**ANGELO BIANCHI,**

**Index No.            /14**

**Plaintiff,**

**VERIFIED COMPLAINT**

**-against-**

**RUBIROSA PIZZA AND RISTORANTE LLC,  
GIUSEPPE PAPPALARDO, and  
ANGELO JOSEPH PAPPALARDO,**

**Defendant.**  
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Plaintiff Angelo Bianchi (“Angelo”), by its attorneys BEDELL & FORMAN LLP, as and for its Complaint against defendants Rubirosa Pizza and Ristorante LLC (“RPR”), Giuseppe Pappalardo (“Giuseppe”), and Angelo Joseph Pappalardo (“AJ”), respectfully alleges as follows:

**PARTIES**

1. Angelo is a natural person residing at 151 East 3rd Street, Apt. 5G, New York, New York. Angelo is a seasoned hospitality professional with well over a decade of experience in numerous aspects of the field, including successfully opening, managing, marketing, and operating many of New York’s most lucrative restaurants and night-life establishments, such as but not limited to the Beatrice Inn, the Jane Hotel Ballroom, the Electric Room, the Dream Hotel, Avenue, Marquee, and PhD Rooftop Lounge. Angelo has also worked with established hospitality entities such as the Strategic Group and the Strategic Hospitality Group.

2. RPR is a domestic limited liability company which maintains its principal place of business at 235 Mulberry Street, New York, New York. RPR is a small, family-held company which operates a critically-acclaimed and highly successful restaurant in the NoLiTa section of Manhattan called Rubirosa Pizza and Ristorante (“Rubirosa”), which is as well-known for its celebrity scene as it is for its food.

3. Giuseppe is a natural person residing at 135 Berth Place, Staten Island, New York who is Angelo's uncle.

4. AJ is a natural person residing at 235 Mulberry Street, Apt. 2, New York, New York who is Giuseppe's son and Angelo's first cousin.

### **JURISDICTION AND VENUE**

5. Jurisdiction and venue are proper in this Court pursuant to CPLR §§ 301 and 503(a) because Rubirosa is a New York limited liability company with its principal office in New York County.

### **NATURE OF THE ACTION**

6. In this action, Angelo seeks a declaratory judgment that he has, and seeks other relief granting him, a ten (10%) percent membership interest in RPR and, upon determination of such interest, seeks an accounting of RPR and an award of money damages due to him by reason of the ongoing violations by RPR, Giuseppe, and AJ (collectively, the "Defendants") of their contractual, statutory, and common law obligations to him.

7. This is an unfortunate dispute between family members arising out of the failure and refusal of AJ and Giuseppe to abide by their promises to grant to Angelo, and their refusal to acknowledge that he has, a ten (10%) percent membership interest in RPR as "sweat equity" in return for providing his expertise, experience, and promotional abilities to RPR to turn it into a successful business venture. Angelo's interest in RPR as of the date of the filing of this action is believed to have a value in excess of \$2.5 million.

## **FACTUAL ALLEGATIONS**

### **A. AJ and Angelo Conceptualize and Work on the Rubirosa Project**

8. In or about late 2006, and based upon Angelo's proven track record of success in the hospitality industry, AJ approached Angelo to see if he would help AJ open a family-style Italian restaurant in Manhattan. AJ offered him a ten (10%) percent equity stake in the business venture in return for his assistance, to which Angelo agreed. AJ and Angelo further agreed that Angelo's stake would be increased to a higher percentage if additional outlets were opened.

9. At the time AJ approached Angelo about what became the conceptualization, building, marketing, and opening of Rubirosa (the "Rubirosa Project"), AJ was working as the head chef at a restaurant in Staten Island owned and operated by his father, Giuseppe. That restaurant is called Joe and Pat's Pizzeria and Restaurant, which Giuseppe established with his own brother, Pat, in the 1960s.

10. For nearly two years, Angelo and AJ brainstormed all their ideas, desires, likes, dislikes, and concepts for the restaurant, including names, before they finally agreed they would call the restaurant Rubirosa Pizza and Ristorante. As they exchanged ideas about the Rubirosa Project and it began to coalesce, they retained Timothy Parkkila of New York Commercial Realty Services to act as their real estate broker to find a location for Rubirosa.

### **B. Giuseppe Becomes Involved with Rubirosa, and Rubirosa's Construction and Opening**

11. In late 2008 or early 2009, AJ and Angelo found a location for Rubirosa in Manhattan's trendy NoLiTa neighborhood, but faced the sad reality that although they had a winning idea, they did not have sufficient capital to advance the Rubirosa Project.

12. Although Giuseppe may have been aware of the Rubirosa Project at that time, he had no involvement primarily due to the desire of AJ and Angelo to launch it on their own without having to seek financial or other assistance from him. Faced with a financial shortfall

that would preclude the Rubirosa Project from moving forward, however, AJ approached Giuseppe about providing financing.

13. Giuseppe was receptive to this request and agreed to finance the Rubirosa Project so long as he received a majority ownership stake and AJ and Angelo operated the restaurant.

14. Giuseppe was then aware that AJ and Angelo had previously agreed that Angelo was to receive a ten (10%) percent equity stake therein (and an increased stake upon expansion), and when he agreed to become involved, he explicitly reaffirmed that commitment to Angelo; he did require, however, that as an additional condition for his financing, Angelo agree not to receive any cash distributions from his equity stake until Giuseppe's initial capital investment was returned in full.

15. Angelo gladly agreed to that additional condition and, with all parties in agreement as to the terms of the Rubirosa Project going forward, Angelo and AJ began to work feverishly.

16. Because Angelo, AJ, and Giuseppe were close family (Giuseppe is the brother of Angelo's mother, and AJ is his first cousin), Angelo felt no need to reduce to a formal written agreement the commitment and reaffirmation of AJ and Giuseppe, respectively, to Angelo with respect to the equity stake he was given in what became RPR. In fact, given their familial ties, Angelo felt AJ and Giuseppe would be insulted if he asked them to sign an agreement.

17. While Giuseppe handled various legal and administrative matters such as the formation of RPR, obtaining a liquor license, and negotiating the lease, AJ and Angelo split the remaining issues of the Rubirosa Project between them. For example, Angelo impressed upon AJ the importance of hiring an interior designer, and when AJ hired Jirka Kolar in that role, Angelo reviewed and approved Mr. Kolar's designs and worked closely with AJ and Mr. Kolar on the restaurant's look and feel. While AJ interviewed and hired Rubirosa's head chef, Albert

Di Meglio (“Albert”), Angelo interviewed and hired Bari Musacchio as Rubirosa’s general manager.

18. Likewise, once construction commenced, Angelo and AJ were at the restaurant 4 or 5 days per week with Angelo, *inter alia*, hiring a sound and stereo specialist, designing the restaurant’s playlist, working with AJ to select the restaurant’s awning, attending meetings with the restaurant’s architect and contractors, and consulting with AJ and Albert on the menu.

19. Critical to the success of the Rubirosa Project were Angelo’s efforts to promote and market the restaurant through a massive public relations campaign designed to fill it upon opening. Angelo’s specialty from his days working with the Strategic Group was promotion and marketing, and he performed spectacularly in positioning Rubirosa in the press, including garnering pre-opening coverage for Rubirosa in, *inter alia*, these well-respected popular and trend-setting publications:

- (a) the July 10, 2010 issue of the *New York Times Magazine*, which noted, in part, Angelo Bianchi’s “clandestine plans to open a New York City pizzeria with his family”;
- (b) the September 2010 issue of *Vogue*, which noted that “Angelo Bianchi, the beloved doorman from the Beatrice Inn and the Jane, is opening his first restaurant with his family of pizzeria Joe & Pat’s fame”; and,
- (c) the July 2010 edition of *V MAN* magazine, which observed that “Bianchi, the well-known doorman of revered nightlife spots such as the Jane and the now defunct Beatrice Inn, has teamed up with his cousin [AJ] to open Rubirosa, a pizza and pasta joint in Little Italy.”

20. Angelo also worked tirelessly to make sure that countless other blogs, newspapers, and periodicals which covered the food and hospitality industry, including but not limited to *Blackbook Magazine*, *New York Magazine*, the *New York Post*, and *Eater.com* all noted Rubirosa’s anticipated opening and, specifically, Angelo’s involvement with it. Angelo also managed Rubirosa’s Facebook, Twitter, and other social media campaigns so that these

alternative outlets complemented the coverage he had obtained for Rubirosa in conventional media outlets and generated further interest and customer demand.

21. Giuseppe and AJ happily benefited from this press and social media coverage that Angelo obtained, never once objecting to Angelo's public representations to the press and others that he was an owner of Rubirosa.

**C. Rubirosa's First Year of Operations**

22. As a result of Angelo's promotional efforts, it was with great anticipation and to great fanfare that Rubirosa opened on November 1, 2010 and quickly developed a reputation as one of New York City's well-known and trendiest places "to see and be seen."

23. Once Rubirosa opened, Angelo's time commitment increased to 7 days a week, at over 12 hours per day (arriving at approximately 11:30 AM and not leaving until close to and often times well after midnight, when dinner service concluded).

24. During the first year that Rubirosa was open, Angelo constantly handled all marketing and public relations, including hosting private events, booking large parties, and inviting friends, celebrities, and others to the restaurant to try out the food and otherwise create a scene for the restaurant which would result in increased press coverage, increased cover counts (the restaurant-industry term for patrons/customers), and increased financial stability. During that first year, Angelo never took a single vacation and rarely took a day off. He did whatever was necessary to ensure that the restaurant operated properly; while he was there, no job was too small and Angelo did it all, including but not limited to busing (clearing) tables, assisting with host/hostess duties, cleaning bathrooms, mopping floors, and closing the restaurant after a busy night.

25. Moreover, while Angelo poured sweat equity into the Rubirosa Project and did not take a penny for all the time he spent working at Rubirosa once it opened, he also expended in excess of \$12,000 marketing Rubirosa to promoters, celebrities, the press, and others. In particular, he repeatedly brought such individuals to Rubirosa, dined with them, and often paid for the entire meal out of his own pocket (without discount and without reimbursement). Angelo did so gladly and without complaint, as he was working to build RPR into a commercial success, the rewards of which (both financially and professionally) he, AJ, and Giuseppe would reap for the rest of their lives. He also wanted whatever money that would otherwise be paid to him to go to Giuseppe to pay down Giuseppe's initial investment

26. At some point during Rubirosa's first year of operations, Angelo refused a payment of \$5,000 offered by Giuseppe in recognition of Angelo's hard work, so that Giuseppe could recover his initial investment more quickly and Angelo could begin receiving cash distributions from his membership interest. This was consistent with Angelo's past practice of turning down other perks of ownership, such as the receipt of health insurance from Rubirosa, so that Giuseppe would receive back his cash investment more quickly.

27. In its first three months of operation, Rubirosa generated gross revenues of \$154,431, \$171,202, and \$180,873, respectively. Thereafter, in large part due to the buzz created by Angelo's marketing and promotional efforts, Rubirosa's financial performance increased steadily such that by May 2012 the restaurant had monthly gross revenues of \$316,962, a 105% increase in sales from November of 2010, and had generated, gross revenues of \$5,096,999.62, or an average of \$268,263 per month since it opened a mere nineteen (19) months earlier.

28. Based on a twenty eight (28%) percent profit margin, at which Rubirosa is believed to have operated between November 2010 and May 2012, RPR generated approximately \$1,427,159 in net income during that time period, and has generated at least as

much since that time because Rubirosa remains consistently popular and known as much for the celebrity scene that Angelo created as it is for its food. Indeed, the July 17, 2013 edition of *Guest of a Guest* ranked Rubirosa as one of the “10 Best Restaurants in NYC to See and Be Seen” attributing the bulk of the restaurant’s success to Angelo:

There only a few restaurant teams that can rival Rubirosa’s, which was created by nightclub impresario Angelo Bianchi, along with Angelo and Giuseppe Pappalardo of Joe & Pat’s. The father-son Pappalardo’s deliver some of the finest home-style Italian food in New York, but it’s Bianchi’s presence that has created such a buzz since it opened. With experience working at Beatrice Inn and The Jane, Bianchi first draws in the cool kids associated with those spots, then keeps them there by serving the most delicate pasta and pizza.

**D. The Relationship Between Angelo, AJ, and Giuseppe Sours**

29. Because of the tremendous critical and financial success Rubirosa enjoyed in a relatively short period of time, and because AJ and Giuseppe had pledged to provide Angelo an increased stake in future Rubirosa outlets, Angelo began exploring mechanisms through which RPR could seek to expand the Rubirosa brand.

30. At some point in the spring of 2012, Angelo approached a colleague of his named Cobi Levi (“Cobi”), a restaurateur affiliated with China Grill Management (“CGM”), to determine if CGM had any interest in partnering with RPR to franchise and expand the Rubirosa brand.

31. CGM expressed an interest in the idea, and Angelo arranged a meeting between himself, AJ, Albert, and Cobi which was held in the summer of 2012, and at which Giuseppe was not present. The meeting went well, but when a second meeting was scheduled between the parties, at which AJ and Giuseppe were believed to be present, Angelo was excluded.

32. Shortly thereafter, Angelo learned of a third meeting with CGM, from which he was once again excluded, confirming his fears that things were clearly amiss. On June 1, 2012, Angelo sent AJ an email in which he complained to AJ about this exclusion and asked why he



had not been included in these discussions, especially since Angelo introduced CGM to AJ and Giuseppe, and they had agreed that Angelo's stake in any expansion would be increased.

33. On June 5, 2012, AJ and Giuseppe called Angelo into a meeting (the "June 5 Meeting") at Rubirosa, at which was present an unknown "representative" (possibly an attorney) who claimed to specialize in disputes pertaining to family businesses and who claimed also to represent RPR in its discussions with CGM. This "representative" proceeded to inform Angelo that Giuseppe and AJ were repudiating their agreement to provide him an interest in Rubirosa's proposed deal with CGM and that he would have "no involvement" with the project even though he was responsible for its creation.

34. The "representative" then advised Angelo that his membership interest in RPR was being unilaterally reduced to five (5%) percent, in breach of the agreement among AJ, Giuseppe, and Angelo, and that such interest would remain in place only if Angelo continued to promote Rubirosa as he had been doing for a period of nearly six years.

35. Shocked, upset, and stunned as to how and why his own family would treat him so poorly given how much time, energy, and capital he had spent in successfully building Rubirosa, but still continuing to promote Rubirosa, Angelo and AJ engaged in a series of text messages between June-November 2012. One particularly illustrative exchange between Angelo and AJ occurred on November 11, 2012 and pertained to Angelo being frozen out of RPR. In that message, Angelo simply stated to AJ, "Shouldn't have to fight any battle. I trusted you. What is happening is not what you promised." AJ's response was, "Yea true."

36. Although the relationship between AJ, Giuseppe, and Angelo deteriorated further, Angelo still continued to book private events for and promote Rubirosa, still continued to receive nightly emails apprising him of Rubirosa's financial performance and any outstanding issues

arising during the day (the “Close-Out Emails”), and still held out hope that his family would make things right.

37. In February 2013, however, Giuseppe and AJ ceased sending Angelo the Close-Out Emails, and Angelo was faced with the sad reality that his family was really not going to make good on its commitments to him. On February 18, 2013, Angelo sent a text message to AJ questioning how Giuseppe had any authority whatsoever to unilaterally reduce Angelo’s equity stake from 10% to 5%, and stating “[t]he thing that I don’t understand is the 5 percent was coming from your side [*i.e.*, AJ’s percentage of direct ownership in Rubirosa]. Isn’t it yours to do what you please with?”

38. AJ acknowledged Angelo’s purportedly reduced interest in RPR but stated that even this 5% interest was coming “from both” AJ and Giuseppe, and that because Giuseppe “ha[d] complete control” over Rubirosa and RPR, AJ could not honor the contractual pledges without Giuseppe’s approval.

39. In or about late February or early March of 2013, and as if to add insult to injury, Giuseppe refused to honor even his own unilaterally decreed grant to Angelo of a five (5%) percent membership interest in RPR, and offered to buy out Angelo for the paltry sum of \$16,000, which he then raised to the meager sum of approximately \$30,000. Putting aside the fact that neither of these amounts correlates with the realistic value of a five (5%) percent membership interest in RPR, let alone the ten (10%) percent membership interest that Angelo actually owns, the sums Giuseppe offered Angelo barely cover the out-of-pocket amounts Angelo paid to promote Rubirosa. Moreover, the amounts offered do not come anywhere close to compensating Angelo for the value of his work over the seven years since he and AJ first conceived of Rubirosa and worked to bring the Rubirosa Project to fruition. Angelo rejected these offers immediately.

40. Upon information and belief and as of the time of this Complaint, RPR has an enterprise value of at least \$25 million and Angelo's ten (10%) membership interest therein has a value of at least \$2.5 million.

**AS AND FOR A FIRST CAUSE OF ACTION**  
(Declaratory Judgment)

41. Angelo repeats, reiterates, realleges, and incorporates by reference Paragraphs "1" through "40" of this Verified Complaint as if more fully set forth fully herein.

42. In 2006 and 2009, Angelo was granted a ten (10%) percent membership interest in and to RPR and an interest of at least ten (10%) percent in and to any expansion of the Rubirosa brand.

43. Defendants dispute that Angelo has a ten (10%) percent equity interest in RPR and an equity interest in an amount to be determined, but not less than ten (10%) percent, in any entities formed by AJ and/or Giuseppe to expand RPR beyond Rubirosa and/or to use the Rubirosa brand.

44. There exists a real and justiciable controversy with respect to whether Angelo has a ten (10%) percent membership interest in RPR, an interest of at least ten (10%) percent in any expansion based on the Rubirosa brand, and Angelo's entitlement to his share of the proceeds thereof.

45. Angelo has no adequate remedy at law.

46. Accordingly, Angelo respectfully demands a judicial declaration that: (a)(i) he has a ten (10%) membership interest in RPR, (ii) Defendants are required to take steps to amend and modify RPR's operating agreement and other organizational documents to include Angelo and recognize that membership interest, and (iii) Defendants are required to remit to Angelo any sums due and owing to him arising out of his membership interest as of the date of judgment,

plus statutory interest, and going forward; and (b)(i) he has an equity interest in an amount to be determined, but not less than ten (10%) percent, in any entity(ies) formed by AJ and/or Giuseppe to expand RPR beyond Rubirosa and/or to use the Rubirosa brand, (ii) Defendants are required to take steps to amend and modify the operating agreement and/or other organizational documents of such entity(ies) to include Angelo and recognize his equity interest therein, and (iii) Defendants are required to remit to Angelo any sums due and owing to him arising out of such interest as of the date of judgment, plus statutory interest, and going forward.

**AS AND FOR A SECOND CAUSE OF ACTION**  
(Breach of Contract)

47. Angelo repeats, reiterates, realleges, and incorporates by reference Paragraphs “1” through “46” of this Verified Complaint as if more fully set forth fully herein.

48. Defendants and Angelo agreed that Angelo would assist Defendants with the Rubirosa Project, the opening and operation of Rubirosa, and the expansion of the Rubirosa brand in exchange for a ten (10%) percent equity interest in RPR and an equity interest in an amount to be determined, but not less than ten (10%) percent, in any entities formed by AJ and/or Giuseppe to expand RPR beyond Rubirosa and/or to use the Rubirosa brand.

49. Angelo fully performed his obligations pursuant to the agreement of the parties.

50. Defendants breached the parties’ agreement by refusing to recognize and by purporting to decrease and then extinguish unilaterally Angelo’s ten (10%) percent equity interest in RPR, by failing to recognize that Angelo has an equity interest of an amount to be determined, but not less than ten (10%) percent in any entities formed by AJ and/or Giuseppe to expand RPR beyond Rubirosa and/or to use the Rubirosa brand, and by failing to pay him distributions due to him by reason of his ten (10%) percent interest in RPR.

51. As a result of Defendants' breach Angelo has suffered damages in an amount to be determined at trial, but not less than \$3.3 million which sum represents the value of his ten (10%) percent membership interest in RPR (not less than \$2.5 million), the value of his minimum ten (10%) percent equity interest in any entities formed by AJ and/or Giuseppe to expand RPR beyond Rubirosa and/or to use the Rubirosa brand (not less than \$500,000), and the ten (10%) percent net income due to Angelo since Rubirosa opened (not less than \$300,000).

**AS AND FOR A THIRD CAUSE OF ACTION**  
(Promissory Estoppel)

52. Angelo repeats, reiterates, realleges, and incorporates by reference Paragraphs "1" through "51" of this Verified Complaint as if more fully set forth fully herein.

53. In the event that the Court finds there to be no consideration or contract between Angelo and Defendants, Angelo is nevertheless entitled to recover the value of his interest in RPR on the basis of promissory estoppel.

54. Defendants made clear and unambiguous promises to Angelo that he had a ten (10%) membership interest in RPR and an equity interest in an amount to be determined, but not less than ten (10%) percent, in any entities formed by AJ and/or Giuseppe to expand RPR beyond Rubirosa and/or to use the Rubirosa brand.

55. Angelo reasonably and foreseeably relied upon these promises.

56. Angelo changed his position because of Defendants' promises by devoting nearly seven years of life and significant sums of money to build RPR and the Rubirosa brand without ever receiving a single penny from Defendants.

57. Angelo sustained substantial and unconscionable injury because of his reasonable reliance upon Defendants' promises in an amount to be determined at trial but no less than \$3.3 million, which represents the value of his ten (10%) percent membership interest in RPR, the value of his a minimum ten (10%) percent equity interest in any entities formed by AJ and/or Giuseppe to expand RPR beyond Rubirosa and/or to use the Rubirosa brand, and the value of distributions due to him by reason of his ten (10%) percent membership interest.

**FOURTH CAUSE OF ACTION**  
(Quantum Meruit)

58. Angelo repeats, reiterates, realleges, and incorporates by reference Paragraphs "1" through "57" of this Verified Complaint as if more fully set forth fully herein.

59. In the event that the Court finds there to be no consideration or contract between Angelo and Defendants, Angelo is nevertheless entitled to recover the value of his interest in RPR on the basis of *quantum meruit*.

60. During the course of Rubirosa Project and after the opening of Rubirosa, Angelo performed a variety of different services on behalf of Defendants in good faith including but not limited to restaurant conceptualization, construction management, design consulting, menu consulting, opening, promotion, marketing, management, and related matters.

61. Defendants accepted the services that Angelo performed.

62. Angelo reasonably expected compensation for his services.

63. The reasonable value of Angelo's services for the nearly seven years that they were performed without compensation is an amount to be determined at trial, but not less than \$3.3 million.

**FIFTH CAUSE OF ACTION**  
(Unjust Enrichment)

64. Angelo repeats, reiterates, realleges, and incorporates by reference Paragraphs “1” through “69” of this Verified Complaint as if more fully set forth fully herein.

65. In the event that the Court finds there to be no consideration or contract between Angelo and Defendants, Angelo is nevertheless entitled to recover the value of his interest in RPR on the basis of unjust enrichment.

66. Defendants were enriched because of the variety of services that Angelo performed on their behalf including but not limited to restaurant conceptualization, construction management, design consulting, menu consulting, opening, promotion, marketing, management, and related matters.

67. Defendants were enriched at Angelo’s expense by receiving and retaining the value of those services without making any payment to Angelo whatsoever.

68. It is against equity and good conscience to permit Defendants to retain the benefits of Angelo’s services which have a value of an amount to be determined at trial but no less than \$3.3 million.

**SIXTH CAUSE OF ACTION**  
(Accounting)

69. Angelo repeats, reiterates, realleges, and incorporates by reference Paragraphs “1” through “68” of this Verified Complaint as if more fully set forth fully herein.

70. Defendants have failed to provide Angelo with access to RPR’s books and records and any other financial information that would allow Angelo to obtain a complete understanding of RPR’s financial performance and the net amount due to him.

71. Defendants have a fiduciary obligation to provide Angelo with this information pursuant to his ten (10%) percent membership interest in RPR.

72. Angelo has no adequate remedy at law.

73. Angelo is entitled to an Order compelling Defendants to provide him with a full and complete accounting of the financial affairs of RPR, including but not limited to income and expenses, profits and losses, the amounts of any capital contributions made to RPR by Giuseppe and/or AJ, payments from RPR to Giuseppe and/or AJ in any form whatsoever which includes but is not limited to salary, guaranteed payments, profit distributions, and/or return of capital, and the net amount due to Angelo as the holder of a ten (10%) membership interest in RPR.

**SEVENTH CAUSE OF ACTION**  
(Fraud)

74. Angelo repeats, reiterates, realleges, and incorporates by reference Paragraphs “1” through “73” of this Verified Complaint as if more fully set forth fully herein.

75. AJ made a series of clear and unambiguous statements to Angelo prior to the commencement of the Rubirosa Project, including but not limited to that Angelo had or would have a ten (10%) membership interest in RPR and an equity interest of an amount to be determined, but not less than ten (10%) percent in any entities formed by AJ and/or Giuseppe to expand RPR beyond Rubirosa and/or to use the Rubirosa brand. After the Rubirosa Project commenced, Giuseppe reaffirmed these clear and unambiguous statements to Angelo.

76. These statements were false at the time they were made, as AJ and/or Giuseppe never had any intention of granting Angelo an interest in RPR or any expansion of the Rubirosa brand.



77. AJ and Giuseppe made these statements intentionally to deceive Angelo and to induce him to perform certain services on their behalf including but not limited to restaurant conceptualization, construction management, design consulting, menu consulting, opening, promotion, marketing, management, and related matters.

78. Angelo reasonably relied on these statements in performing these services and expected that AJ and Giuseppe would honor their promises to him.

79. Angelo sustained injury as a result of his detrimental reliance in an amount to be determined at trial but no less than \$3.3 million in compensatory damages.

80. The actions of AJ and Giuseppe in making these statements and in their accompanying conduct were morally culpable, amounted to such gross, wanton or willful fraud, dishonest, or malicious wrongdoing as to involve a high degree of moral culpability that it is appropriate to deter them from engaging in similar conduct in the future and to induce Angelo into taking action against them.

81. Accordingly, Angelo is entitled to a money judgment against AJ and Giuseppe in an amount to be determined at trial but no less than \$3.3 million in compensatory damages together with an amount to be determined at trial but no less than \$1 million in punitive damages.

**WHEREFORE**, plaintiff Angelo Bianchi respectfully demands that this Court enter judgment as follows:

- (a) on the first cause of action for a declaratory judgment, declaring that: (a)(i) Angelo has a ten (10%) membership interest in RPR, (ii) defendants are required to take steps to amend and modify RPR's operating agreement and other organizational documents to include Angelo and recognize that membership interest, and (iii) defendants are required to remit to Angelo any sums due and owing to him arising out of his membership interest as of the date of judgment and going forward; and (b)(i) he has an equity interest in an amount to be determined, but not less than ten (10%) percent, in any entity(ies) formed by AJ and/or Giuseppe to expand RPR beyond Rubirosa and/or to use the Rubirosa brand, (ii) defendants are required to take steps to amend and modify the operating agreement and/or other organizational documents of such entity(ies) to include Angelo and recognize his equity interest therein, and (iii) defendants are

required to remit to Angelo any sums due and owing to him arising out of such interest as of the date of judgment plus statutory interest and going forward;

- (b) on the second cause of action for breach of contract, awarding to Angelo a money judgment in an amount to be determined at trial but not less than \$3.3 million;
- (c) on the third cause of action for promissory estoppel, awarding to Angelo a money judgment in an amount to be determined at trial not less than \$3.3 million;
- (d) on the fourth cause of action for quantum meruit, awarding to Angelo a money judgment in an amount to be determined at trial but not less than \$3.3 million;
- (e) on the fifth cause of action for unjust enrichment, awarding to Angelo a money judgment in an amount to be determined at trial but not less than \$3.3 million;
- (f) on the sixth cause of action for an accounting, issuing an order compelling Defendants to provide Angelo a full and complete accounting of the financial affairs of RPR including but not limited to income and expenses, profits and losses, the amounts of any capital contributions made to RPR by Giuseppe and/or AJ, payments from RPR to Giuseppe and/or AJ in any form whatsoever which includes but is not limited to salary, guaranteed payments, profit distributions, and/or return of capital, and the net amount due to Angelo by reason of his ten (10%) percent membership interest in RPR;
- (g) on the seventh cause of action for fraud, awarding to Angelo a money judgment in an amount to be determined at trial but not less than \$3.3 million in compensatory damages and \$1 million in punitive damages;
- (h) on all causes of action, awarding to Angelo all reasonable attorneys' fees and costs to litigate this action; and
- (i) on all causes of action, awarding to Angelo such other relief as the Court deems just and appropriate.

Dated: New York, NY  
November 17, 2014

BEDELL & FORMAN LLP  
*Attorneys for Plaintiff*  
*Angelo Bianchi*

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VERIFICATION

STATE OF NEW YORK     )  
  ) s.s.:  
COUNTY OF NEW YORK    )

ANGELO BIANCHI, being duly sworn, deposes and says as follows: I am the plaintiff in the above-captioned matter. I have read the foregoing Complaint and know the contents thereof, and that the same is true based upon my own knowledge, except as to the matters therein alleged upon information and belief, and as to those matters, I believe them to be true.

  
\_\_\_\_\_  
ANGELO BIANCHI

Sworn to before me this 11/14/2014  
day of November 2014

  
\_\_\_\_\_  
Notary Public

BRADLEY MINTZ PRESENT  
Notary Public, State of New York  
No. 01PR030313  
Qualified in New York County  
Commission Expires May 12, 2016