

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

JEROME LUCANI

Plaintiff(s),

-against-

NELLO BALAN and MADISON GLOBAL LLC

Defendant(s).

Index No.

Summons

Date Index No. Purchased:

To the above named Defendant(s)

NELLO BALAN /696 MADISON AVENUE NEW YORK, NY

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 Plaintiff's attorney 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.

The basis of venue is RESIDENT/ DOING BUSINESS IN STATE
which is 696 MADISON AVENUE NEW YORK, NY

Dated: NOVEMBER 11TH, 2010

by 
BRADLEY S. LEINHARDT, ESQ.

Attorneys for Plaintiff

575 PARK AVENUE
NEW YORK, NY 10065
(917) 740-6306

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

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JEROME LUCANI,

Index No.:

Plaintiff,

COMPLAINT

NELLO BALAN and MAIN LLC,

Defendants.
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Plaintiff, by the undersigned, complaining of the Defendants, upon information and belief, alleges as follows:

1. The Plaintiff does, and at all times hereinafter mentioned did reside at 3 Avenue Curie, 91440 Buressur, Yvette France.

2. The Defendant Nello Balan (hereinafter "Balan") does and at all times hereinafter mentioned did maintain a principal place of business at 696 Madison Avenue, New York, New York, and was a resident of the County, City and State of New York.

3. At all times hereinafter mentioned, Defendant 999 Restaurant Corp LLC and Madison Global LLC (hereinafter together "Main") was a corporation existing under and virtues of the laws of the State of New York, with its principal place of business at 136 Main Street, Southampton, New York.

4. Plaintiff is an artist with an exemplary reputation who creates one of a kind pieces of art.

5. In or about February of 2007 Defendant Balan, individually and on behalf of Defendant Main, commissioned the Plaintiff to design and create seven pieces of art, and in or about May of 2007 Defendant Balan, individually and on behalf of Defendant Main, commissioned the Plaintiff to design and create four additional pieces of art.

6. Defendant Balan agreed to pay Plaintiff a payment of Fifty Thousand (\$50,000.00) Dollars toward Plaintiff's cost for creating the works of art, and was to display for sale all eleven works of art at Defendant Main and to pay Plaintiff sixty (60%) percent of any sales proceeds.

7. Plaintiff duly performed under the terms of the parties' agreement and delivered 11 works of arts, which, upon information and belief, were displayed at the restaurant operated by Defendant Main in Southampton, New York, and sold upon Plaintiff's consent to the price.

8. Upon information and belief, Defendant Balan advised customers and potential purchasers of Plaintiff's artworks that Balan had created same and was the artist.

9. Defendant Balan demanded that rather than receiving the agreed upon forty (40%) percent commission upon the sale of any of the works of arts, that he receive from Plaintiff Five Hundred Thousand (\$500,000) Dollars plus fifty (50%) percent of the sale of the subject artwork, as well as other pieces of art sold by the Plaintiff, in perpetuity. Plaintiff refused to enter into any such arrangement with Defendant Balan.

10. Thereafter, the Plaintiff repeatedly demanded the return of the eleven pieces of art which he had created and Defendants refused to return all or any of said pieces of art.

11. Upon information and belief, Defendants, despite not having title to any of the pieces of art created by the Plaintiff, sold at least ten of the eleven pieces, either directly or through galleries in which Defendant had placed Plaintiff's art, on consignment.

12. Defendants have failed to remit any portion of the sales proceeds to the Plaintiff, despite due demand.

13. Despite demand, Defendants have failed to return to the Plaintiff all or any of the eleven works of art created by the Plaintiff, which Defendants received as bailees and on a consignment basis.

**AS AND FOR A FIRST CAUSE OF ACTION
AGAINST DEFENDANT BALAN FOR BREACH OF CONTRACT**

14. Plaintiff repeats, reiterates and realleges each and every allegation contained in Paragraphs "1" through "13" hereinabove with the same force and effect as if set forth hereat in length.

15. Defendant Balan has breached his contract with the Plaintiff and failed to remit to the Plaintiff sixty (60%) of the proceeds of the sale of Plaintiff's artwork.

16. As a result of Defendant Balan's actions, Plaintiff has been damaged in a sum to be determined by the Court, however, not less than Three Hundred Fifty Thousand (\$350,000.00) Dollars.

**AS AND FOR A SECOND CAUSE OF ACTION
AGAINST DEFENDANTS BALAN AND MAIN FOR CONVERSION**

17. Plaintiff repeats, reiterates and realleges each and every allegation contained in Paragraphs "1" through "13" and "15" and "16" hereinabove with the same force and effect as if set forth hereat in length.

18. Defendants Balan and Main received Plaintiff's artwork solely for the purpose of displaying same and they were never vested with any ownership interest therein.

19. Defendants Balan and Main converted Plaintiff's works of art and directly and/or through other entities sold same without the knowledge, consent or approval of the Plaintiff.

20. Defendants Balan and Main falsely represented that they had any ownership of and/or the right to sell Plaintiff's works of art.

21. As a result of the conversation by Defendants Balan and Main, Plaintiff has been damaged in the sum of Five Hundred Thousand (\$500,000.00) Dollars.

**AS AND FOR A THIRD CAUSE OF ACTION
AGAINST DEFENDANTS BALAN AND MAIN**

22. Plaintiff repeats, reiterates and realleges each and every allegation contained in Paragraphs "1" through "13", "15", "16" and "18" through "21" hereinabove with the same force and effect as if set forth hereat in length.

23. As a result of the actions of Defendants Balan and Main, Plaintiff's reputation in his business community and in the art world has been irreparably damaged.

24. Stephen Keszler, of Keszler Gallery, had offered to commission four new works of art to be created by the Plaintiff to be sold through the Keszler Gallery, however, when he learned of the dispute between the Plaintiff and the Defendants and the Defendants attempts to indiscriminately market the other works of art created by the Plaintiff, Keszler withdrew said offer.

25. Other prospective purchasers of art created by the Plaintiff have also cancelled commissions and/or purchases as a result of Defendants' actions.

26. Upon information and belief, the Defendants have damaged the good name and reputation of the Plaintiff and the value of his artworks.

27. As a result of the actions of the Defendants, Plaintiff has suffered damages in the sum to be determined by the Court, however, not less than One Million (\$1,000,000.00) Dollars.

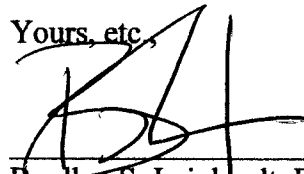
WHEREFORE, Plaintiff demands judgment against the Defendants as follows:

- (A) on the First Cause of Action against Defendant Balan for the sum to be determined by the Court, however, not less than Three Hundred Fifty Thousand (\$350,000.00) Dollars;

- (B) on the Second Cause of Action against Defendants Balan and Main for the sum of Five Hundred Thousand (\$500,000.00) Dollars;
- (C) on the Third Cause of Action against Defendants Balan and Main for the sum to be determined by the Court, however, not less than One Million (\$1,000,000.00) Dollars;
- (D) for attorneys' fees, interest, and costs; and
- (E) for such other and further relief as the Court may deem just, proper and equitable.

Dated: New York, New York
November 11th, 2010

Yours, etc,

A handwritten signature in black ink, appearing to be 'BSL', written over a horizontal line.

Bradley S. Leinhardt, Esq.
Attorney for Plaintiff
575 Park Avenue
New York, New York 10065
Phone: 917-740-6306