

SUPREME COURT
STATE OF NEW YORK COUNTY OF ALBANY

MICHAEL A. HANLEY, individually, and derivatively
on behalf of himself and all others similarly situated,

Plaintiff,

-against-

ALBERT V. HANLEY III, ANDREA K. HANLEY, THE
COMMERCIAL DRIVER'S LICENSE SCHOOL, INC.
and CDL RESEARCH & DEVELOPMENT GROUP,
LLC,

Defendants,

-and-

**VERIFIED COMPLAINT /
VERIFIED PETITION**

THE COMMERCIAL DRIVER'S LICENSE SCHOOL,
INC. and CDL RESEARCH & DEVELOPMENT
GROUP, LLC,

Index No.:

Nominal Defendants.

In the Matter of the Application of
MICHAEL A. HANLEY,

Petitioner,

For Judicial Dissolutions of

THE COMMERCIAL DRIVER'S LICENSE SCHOOL,
INC., pursuant to Articles 11 and 12 of New York
Business Corporation Law and/or the common law, and

CDL RESEARCH & DEVELOPMENT GROUP, LLC,
Pursuant to Fla. Stat. §605.0702 and/or the common law.

Plaintiff/Petitioner, Michael A. Hanley ("Michael" or "Petitioner"), Holder of Twenty-Five Percent of All Outstanding Shares of The Commercial Driver's License School, Inc. ("CDL School"), and Holder of Twenty-Eight Percent of All Outstanding Shares of CDL RESEARCH & DEVELOPMENT GROUP, LLC ("CDLRDG") (collectively referred to herein as the

"Corporation") by and through his attorneys, Harris Beach PLLC, as and for his Verified Petition and Verified Complaint, states as follows:

INTRODUCTION

1. By this proceeding, Petitioner seeks the immediate appointment of a receiver to take control of all assets, wind-up its affairs and dissolve the Corporation. Petitioner further seeks an accounting, a declaratory judgment setting forth his interests, and as a derivative claim, judgment against the directors and/or officers of the Corporation for breach of their fiduciary duties.

2. The CDL School is a business corporation organized under the laws of the State of New York. Directly affiliated with the CDL School is a smaller company, referred to herein as CDLRDG, which operates together with the CDL School. CDLRDG is a limited liability company organized under the laws of the State of Florida, authorized to transact business within the State of New York. As noted above, both the CDL School and CDLRDG are collectively referred to herein as the Corporation.

3. The Corporation's assets were sold on December 16, 2018 for a purchase price – with future "Earn-Out" payments to be made in installments based upon performance in 2018 and 2019, which are to be paid by during 2019 and the first quarter of 2020 and an expected sale of the shares it received in the purchasing entity in 2020 – of approximately \$80 million (the "Sale Proceeds").

4. Since the sale back in December 2018, the Corporation has remained non-operational – nothing but a mere shell for the sole purpose of collecting and disbursing the Sale Proceeds to the Corporation's three shareholders.

5. The Corporation's three shareholders are siblings, embroiled in a longstanding family dispute that now stands to jeopardize the treatment of the Sale Proceeds, to Petitioner's and/or the Corporation's detriment.

6. For instance, despite the fact that the Corporation now merely exists as a shell, Petitioner's siblings retain majority control and are attempting to leverage that control over the Sale Proceeds. They have used, and continue to use, their majority control to engage in a pattern of oppressive conduct to pressure Petitioner to sell his shares for far less than fair value and otherwise dilute or prevent Petitioner from receiving his interests in the Corporation. Petitioner's siblings have threatened to loot the Sale Proceeds by, among other things, awarding themselves (but not Petitioner) multimillion dollar bonuses, force a redemption of Petitioner's shares for approximately half their estimated fair value (*i.e.*, for close to \$10 million less than he is seemingly entitled to) as well as scheme to unilaterally invest the Sale Proceeds into other, unrelated business ventures. For example, and wholly contrary to the historical business of the Corporation, which was commercial driver training, Petitioner's siblings now threaten to invest the Sale Proceeds, including Petitioner's interest, in distressed real estate.

7. Upon information and belief, the portion of the Sale Proceeds which has already been delivered to the Corporation is being held in a depository in Miami, Florida and Petitioner's brother is the sole signor on those account(s). Thus, without an injunction by the Court and the appointment of a receiver, the Sale Proceeds delivered to date (more than \$30 million) remain under the sole control of Petitioner's brother and completely unprotected from being improperly dissipated.

8. Because of the imminent risk to the Sale Proceeds, Petitioner seeks the immediate appointment of a receiver to take control of all bank accounts and any remaining assets of the

Corporation, pending resolution of this dispute. Once all Sale Proceeds are collected and properly disbursed to the Corporation's shareholders, Petitioner requests that the receiver wind-up any remaining business affairs and dissolve the Corporation.

9. Petitioner further seeks an Accounting of all Sale Proceeds received, and to be received, by the Corporation, an Order declaring the amount of Petitioner's rightful share and interest in the Corporation, and on behalf of the Corporation, derivative relief against the majority controlling shareholders for breaching their fiduciary duties.

10. No prior application for the relief sought in this Petition has been made to this Court or any other court.

THE PARTIES AND VENUE

11. At all times pertinent, Petitioner was, and still is, a resident of the State of New York residing in the County of Rensselaer, New York.

12. Albert V. Hanley III ("Albert") is a natural person, is Michael's brother, and resides in the County of Miami-Dade, Florida.

13. Andrea K. Hanley ("Andrea") is a natural person, is Michael's sister, and resides in the County of Schenectady, New York.¹

14. The CDL School is a business corporation existing pursuant to the Business Corporation Law of the State of New York, with a principal office in Albany County, New York. A copy of the Certificate of Incorporation, with amendments thereto, is attached as **Exhibit "A."**

15. CDLRDG is a limited liability company existing pursuant to the Limited Liability Law of the State of Florida, authorized to transact business in the State of New York. A copy of the Electronic Articles of Organization is attached as **Exhibit "B."**

¹ Michael, Albert, and Andrea are sometimes collectively referred to as the "Siblings."

16. Venue in Albany County Supreme Court is proper pursuant to CPLR §503(c) and New York Business Corporation Law ("BCL") §1112.

FACTUAL BACKGROUND

a) The Formation and Purpose of the CDL School

17. The CDL School was co-founded in 1991 by Michael, Albert and their father, Albert V. Hanley, Jr., at which time the ownership interests in the CDL School were divided among the co-founders as follows:

- a. Albert V. Hanley, Jr. held a 51% ownership interest;
- b. Michael held a 24.5% ownership interest; and
- c. Albert held a 24.5% ownership interest.

18. The purpose for which the CDL School was formed, as set forth in the Certificate of Incorporation, was to:

- a. Establish and conduct a school for the instruction, education, teaching and training of students in the driving of motor vehicles, to prepare students for the commercial driver's license examination as well as for other driver's license tests;
- b. Prepare, produce, sell and generally deal in books, maps, charts, lessons, examination papers, stationery, models, casts, drawings, engravings, instruments and other school supplies of every type and description to assist in such driver's training and education;
- c. Acquire, by purchase or otherwise, any and all real or personal property necessary to conduct business; and
- d. Engage in any lawful act or activity for which corporations may be formed under the Business Corporation Law.

(see Ex. A).

19. Consistent with these purposes, the CDL School historically offered commercial driving education programs and services.

20. Beginning in the early 2000s, a dispute arose between Albert, Michael and their father, after which time their father's role in the CDL School began to gradually decline. As a further consequence of the dispute, in or around 2001, Michael offered to sell his shares to the CDL School for \$5,000. Upon information and belief, Michael believed that temporarily relinquishing his ownership interest – while continuing to work at the CDL School – would be in the best interest of the company.

21. After Michael stated his intention to sell his shares to the CDL School, a document was drafted to effectuate same. At the last minute, Albert (the President of the CDL School) convinced Michael to instead sell his shares to Albert. Albert orally promised that he would eventually return the shares to Michael for the same \$5,000 consideration. The document was then revised to strike out the CDL School and replaced with Albert's name. Albert failed and refused to fulfill his oral promise to return Michael's original shares for the same \$5,000 price.

22. Eventually, in or around 2010, Michael, Albert and Andrea formed a limited liability company, CDLRDG, which entity intended to serve as a safety net in the event the continued viability of the CDL School was jeopardized (particularly in light of the continued dissension between Albert, Michael and their father).

23. Upon information and belief, the overall operation and purpose of both CDLRDG and the CDL School are virtually indistinguishable, and thus are hereinafter referred to as the "Corporation" or the "CDL School," with the exception of certain limited references below to CDLRDG, specifically.²

² The CDL School also owns three limited liability companies: i) a Georgia limited liability company, "The CDL School of Georgia, LLC"; ii) a Texas limited liability company, "The CDL School of Texas, LLC"; and iii) a Washington limited liability company, "The CDL School of Washington, LLC."

24. Despite initially losing his shares to his brother Albert, Michael was eventually afforded the opportunity to repurchase an interest in the Corporation in or around 2015. This opportunity developed as a result of his parents' divorce in 2014, pursuant to which his father's interests in the Corporation were transferred to his mother. Michael's mother then sold the shares back to the CDL School, and Michael and his sister Andrea each purchased roughly half.³

25. Today, the CDL School has issued and has outstanding 200 shares of capital stock, divided among Michael, Andrea and Albert as follows:

- a. Michael holds 50 shares and a 25% ownership interest;
- b. Andrea holds 50 shares and a 25% ownership interest;
- c. Albert holds 100 shares and a 50% ownership interest.

26. At all times herein, Michael was, and still is, the holder of 50 shares of the issued and outstanding shares in the CDL School, constituting a 25% ownership interest in same.

b) Troops into Transportation

27. In 2013, the CDL School was contacted by a representative of the United States Army in Fort Benning, Georgia, regarding a new business opportunity. That opportunity was based on a recent change in the law which afforded veterans the ability to use their G.I. Bill benefits to pay for non-degree granting trade schools, such as the CDL School. The CDL School thereafter implemented a program entitled "Troops into Transportation," offering its services directly on base in Fort Benning, Georgia.

28. Troops into Transportation was and remains a huge success, and no doubt facilitated the rapid growth and value of the CDL School. In just a few short years after

³ In connection with the Siblings' parents' divorce, Andrea was initially issued 2 shares, and thereafter purchased 48 shares, resulting in a total of 50 shares. Michael purchased a total of 50 shares.

implementing the program at Fort Benning, additional programs were instituted at Fort Lewis, Washington, Fort Hood, Texas, Fort Stewart, Georgia and Fort Sill, Oklahoma.

c) TransForce initiates discussions of a potential buyout

29. As the CDL School began to grow and expand, it was contacted by another company, TransForce, Inc., interested in discussing a potential affiliation / partnership, and those discussions eventually evolved into discussions of potential buyout of the CDL School, in or around 2017.

30. Ultimately, in or around February 2018, the CDL School and TransForce reached an agreement in principal whereby the CDL School would sell all of its assets to TransForce for: (1) an initial "Base Purchase Price" of approximately \$25 million to be made at the time of closing, (2) an equity stake in TransForce and (3) two "Earn-Out" payments to be made in installments by TransForce to the CDL School based upon performance in 2018 and 2019, which are to be paid by TransForce to the CDL School during 2019 and the first quarter of 2020, collectively referred to as the Sale Proceeds.⁴

31. Upon information and belief, the aggregate consideration for the sale to TransForce is estimated to reach and/or exceed \$80 million.

d) The Sale to TransForce closes on December 16, 2018

32. On December 16, 2018, the transaction with TransForce closed. That week, TransForce wired \$24,015,633.00 to the CDL School and \$1,250,000.00 to CDLRDG, for a total of \$25,265,633.00 (*i.e.*, the Base Purchase Price).

⁴ The 2018 Earn-Out is based upon 2018 earnings (EBITDA). Per the Asset Purchase Agreement, another payment of the 2018 Earn-Out is due from TransForce on March 31, 2019.

33. As part of the underlying asset purchase agreement with TransForce, it was agreed that the Siblings would become employees of the CDL Schools, LLC, a subsidiary of TransForce,⁵ continuing their day-to-day roles and responsibilities, as employees of TransForce.

34. As consideration for their continued involvement, TransForce provided the Siblings with identical proposed Employment Agreements, and asked the Siblings to distribute amongst themselves a total annual salary of \$500,000. The Siblings have not agreed to their respective salary allocations; however, Albert and Andrea have suggested they should each be entitled to an annual salary of \$192,000 and that Michael's salary should be limited to \$60,000.

35. Presently, Michael serves as the Vice President of Training at TransForce, a position in which he is responsible for fulfilling the same duties as while he was formerly employed by the CDL School. In this position, Michael is required to travel throughout the country and is directly responsible for more than thirty employees. Upon information and belief, an annual salary of \$60,000 would be less than the salaries issued to Michael's direct subordinates. And to make matters even more egregious, Albert has suggested he has consulted with an attorney to inquire as to the legal implications in attempting to reduce Michael's salary to the point he would be making "minimum wage."

36. Because Michael refused to agree to such an improper and unfair salary, he did not sign the proposed Employment Agreement and his current annual salary is \$78,000. Notably, Albert and Andrea pay themselves more than 2.5 times that amount, and each receive an annual salary of \$200,000.

37. It is without question that after the closing of December 16, 2018, the Siblings became employees of TransForce, are no longer employed by the CDL School, and the CDL School has remained non-operational since that time – facts cemented through the Siblings'

⁵ To avoid confusion, the CDL Schools, LLC is referenced to herein simply as TransForce.

execution of Non-Compete Agreements, expressly prohibiting them from using the CDL School to conduct any business remotely competitive with TransForce.

38. Unfortunately, the foregoing is not the first example of Albert attempting to short Michael's compensation. More specifically, around the time discussions began to pick up regarding the potential sale to TransForce, Michael unilaterally, and without due justification, imposed a fine upon Michael in the amount of \$30,000, threatening to continue and increase such fines for reasons which remain unknown. While no additional fines were ever imposed,⁶ further threats by Albert and Andrea have nevertheless persisted, as set forth below.

e) Albert and Andrea Engage in Oppressive, Wrongful and Potentially Fraudulent Conduct

39. Following the sale to TransForce, the CDL School's activities should be limited to collecting the Sale Proceeds and disbursing those Sale Proceeds to its three shareholders.

40. There is no legitimate reason for the CDL School to engage in any other business (and cannot engage in any business deemed competitive with TransForce), and there is certainly no legitimate reason for the CDL School to utilize the Sale Proceeds to engage in completely unrelated, speculative and risky business ventures (for example, investing in distressed real estate) that it has never done in its nearly thirty year history.

41. Instead of fulfilling this purpose (and in blatant disregard of their fiduciary duties), Albert and Andrea have used, and continue to use, their majority interest and control in the CDL School to engage in a pattern of hostile and oppressive conduct towards Michael. Such conduct not only threatens Michael's interests as a minority shareholder but further threatens the entirety of the Sale Proceeds, and the Corporation as a whole.

⁶ Upon information and belief, the reason such additional fines were not imposed was on the advice of the Corporation's counsel.

1) Attempting to Remove Michael from the Company Board

42. That conduct includes, though is not limited to, attempting to improperly and ineffectively remove Michael from the Board of Directors. More specifically, through a shifty sequence of calling various "Special Meetings," Albert and Andrea have attempted to remove Michael from the Board and gain full control of the Corporation and the Sale Proceeds.

43. Upon information and belief, such efforts should be deemed ineffective and rendered a nullity, and Albert and Andrea should not be permitted to leverage their combined majority control to improperly gain control of the Board and Sale Proceeds.

2) Threatened Fines Upon Michael

44. Such conduct further includes threats by Albert and Andrea to impose exorbitant "fines" upon Michael, such as \$10,000 for each "check in" call missed. Attached as Exhibit "C" is a recent text message from Albert threatening, "10K for each check in call [Michael] missed this week".

3) Forced Redemption of Michael's Shares

45. Albert and Andrea have attempted to pursue a forced redemption of Michael's shares in the Corporation for an unreasonably low value.

46. Within a few days of closing the TransForce sale, on or about December 20, 2018, Albert and Andrea confronted Michael with an ultimatum in the form of a three-page PowerPoint, a copy of which is attached as Exhibit "D." In that PowerPoint, Albert and Andrea present two options: a Solution Plan and a Severance Package, suggesting that Michael needs to accept one in order to be entitled to a distribution of the Sale Proceeds (*see* Ex. D).

47. In addition to the fact that the CDL School is non-operational, and thus reference to a Severance Package seems entirely inappropriate, that so-called Severance Package sought to

offer a steep reduction of Michael's fair share of the estimated \$80 million in Sale Proceeds. As demonstrated in Exhibit D, the Severance Package offered to Michael:

- 25% of the proceeds received at closing, \$6.25 mm;
- 25% of the "projected" 2018 Earn-Out, \$4.0 mm; plus
- \$1 million cash.

48. Naturally, Michael rejected both "options," yet that has not stopped Albert and Andrea from continuing their efforts to push Michael out, dilute his interests, and otherwise breach their fiduciary duties.

49. For instance, within a mere three days of bombarding Michael with the PowerPoint, on December 23, 2018, Albert scheduled a "Special Meeting" of the shareholders for January 2, 2019 (thereafter rescheduled for January 10, 2019). A copy of that email is attached as Exhibit "E."

50. As reflected in Exhibit E, the Agenda for the January 10, 2019 Special Meeting of the shareholders included three items: i) election of a new board of directors for the CDL School; ii) "discussion and review of investment options of the proceeds from the recently closed Asset Purchase Agreement"; and iii) "other business which may be conducted at this time."

51. Again, upon information and belief, as of December 16, 2018, the CDL School existed for the sole purpose of collecting and disbursing the TransForce Sale proceeds; as a result, there could be no legitimate reason to schedule a "Special Meeting" to elect a new Board.

52. A video recording of the January 10, 2019 Special Meeting is attached as Exhibit "F." Such recording demonstrates the pressure placed upon Michael by Albert and Andrea to agree to the Solution Plan, the Severance Package or a "modification" of the CDL School's Shareholder's Agreement (and CDLRDG Member Agreement) "to ensure an easy/simple

defined forced redemption" of my shares/membership interest if Albert and Andrea's "conditions are not met."

53. Notably, Albert explicitly states that the purpose of such an amendment *would be to protect Albert and Andrea* (without any regard to me), stating "I think there's gotta be some protections for Andrea and me in case things go backwards" (*see* Ex. F at min. 42), thus expressly admitting he does not have the interests of all shareholders in mind.

54. Most recently, on February 28, 2019, Albert sent an email to Michael and Andrea noticing yet another "Special Meeting" to be held on March 11, 2019 for the purpose of addressing the following "agenda":

- Shareholder Redemption of Michael Hanley's shares of The Commercial Driver's License School, Inc.
- Discussion of investment or distribution of asset proceeds of CDL Research & Development Group, LLC

A copy of Albert's February 28, 2019 email is attached as Exhibit "G."

55. Upon information and belief, the purpose of this proposed meeting is yet another attempt by Albert and Andrea to engage in oppressive and wrongful conduct in furtherance of their objective to forcefully redeem Michael's shares in the Company and otherwise dilute his interests.

4) Albert and Andrea share a vague valuation with Michael

56. Upon information and belief, Albert and Andrea's efforts to pursue a forced redemption have included engaging third parties, and offering to Michael potentially misleading and/or incomplete information.

57. On or about January 24, 2019, Albert advised Michael that he engaged Albert Corrada for the purpose of preparing a valuation of the CDL School.

58. Upon information and belief, Mr. Corrada operates a solo practice in Miami-Dade County, Florida, and previously performed some limited accounting work for the CDL School.

59. Upon information and belief, the CDL School engaged a different and larger accounting firm to assist with the sale to TransForce, and to assist with the Corporation's 2018 tax returns.

60. It is unknown what capacity, if any, Mr. Corrada worked for the CDL School in connection with or subsequent to the sale of the Corporation's assets to TransForce.

61. It is unknown whether Mr. Corrada has any experience in conducting valuations of privately-held companies, and particularly in a case where the Corporation's assets were sold for an estimated \$80 million.

62. It is unknown what information or documentation Albert and/or Andrea provided or made available to Mr. Corrada in connection with the requested valuation. In particular, it is unknown whether Albert and/or Andrea provided Mr. Corrada with his own projections as to the Earn-Out and value of the shares received in TransForce as part of the sale, which reflect that the aggregate consideration for the sale is likely to approach or exceed \$80 million. It is likewise unknown what information, assumptions or documentation, Mr. Corrada may have viewed, analyzed or relied upon.

63. On or about February 20, 2019, Albert shared a valuation report prepared by Mr. Corrada with Michael (the "Valuation Report"). A copy of the Valuation Report is attached as Exhibit "II."

64. Upon information and belief, the Valuation Report grossly undervalues the Corporation. In fact, the Valuation Report purports to calculate the value of the CDL School at

approximately half of the amount (nearly \$40 million less) previously forecasted by Albert III himself.⁷

65. Upon information and belief, Albert and/or Andrea requested the valuation, and perhaps requested it from Mr. Corrada specifically, to attempt a forced redemption of Michael's shares for far less than fair value.

5) Unjustified Multimillion Dollar Bonuses and Loans

66. Albert and Andrea have also threatened to use the Sale Proceeds to pay themselves exorbitant, unjustifiable bonuses to Michael's exclusion. Attached as Exhibit "I" is a copy of a February 12, 2019 email wherein Albert, while copying Andrea, confirms a purported discussion with his lawyer that, "[i]t is appropriate for the officers of the company (Andrea and myself) to be awarded bonuses for closing the sale, and the post-sale integration by the Board of directors of the company."

67. Albert and Andrea have further threatened to issue themselves multimillion dollar loans from the Sale Proceeds. Indeed, by the same February 12, 2019 email to his attorney, Albert "confirms" that "[i]t is satisfactory and normal for the company to make loans to its officers if approved by the board." Upon information and belief, there is no legitimate reason for the Corporation, which again is non-operational, to make loans or issue bonuses to Albert and Andrea. Rather, upon information and belief, the sole purpose and effect of these loans and bonuses can only be to loot corporate assets and deprive Michael his fair share of the Sale Proceeds.⁸

⁷ Notably, Albert and Andrea have failed to disclose the information and assumptions relied upon by the preparer in reaching the conclusions set forth in the threadbare and grossly insufficient valuation.

⁸ Petitioner recognizes that there may be certain tax obligations to each of the Siblings resulting from the sale to TransForce in December 2018. Petitioner believes that all Sale Proceeds received should be distributed in accordance with each of the Sibling's pro-rate share, and does not oppose a distribution of the Sale Proceeds to cover any tax liabilities. However, any such funds should be delivered as a distribution, and not as a "loan" that needs to be returned to the Corporation, which exists solely to receive and distribute the Sale Proceeds.

6) Threatened Unrelated Business Ventures

68. Upon information and belief, in a concerted effort to force Michael to accept less than the fair value of his shares in the Sale Proceeds, Albert and Andrea have threatened to indefinitely tie up Michael's share, by among other things, stating their intention to use the Sale Proceeds for completely unrelated business ventures. While the details of such contemplated investment(s) have been largely shielded from Michael, upon information and belief, Albert and Andrea intend to invest in distressed real estate, a purpose wholly distinct from that which is set forth in the Certificate of Incorporation, and entirely removed from the historical business of the CDL School.

69. Upon information and belief, there is no legitimate reason for the CDL School, which has done nothing but commercial driver training for the last almost thirty years and just sold its assets for nearly \$80 million in total anticipated compensation, to suddenly transition into the distressed real estate market (or any other venture, for that matter).

70. Rather, the Corporation's efforts should remain limited to and focused on maximizing the value of the Sale Proceeds, collecting the Sale Proceeds, and ultimately distributing those Sale Proceeds in accordance with the respective interests of the Siblings.

71. If Albert and/or Andrea wish to use their respective portions of the Sale Proceeds to start a new business venture, particularly one that the CDL School has never engaged in, that is their prerogative. However, Albert and Andrea should not be permitted to indefinitely hold or carelessly jeopardize Michael's share of the Sale Proceeds by investing in an entirely new venture, nor should they threaten to do so in an effort to force Michael to take less than his fair share of the Sale Proceeds.

72. Upon information and belief, other wrongful acts are occurring or have occurred but cannot be identified because the documentary evidence revealing such wrongful conduct is in the sole and exclusive custody and control of Albert, Andrea and/or the CDL School, thereby requiring discovery to reveal same.

FIRST CAUSE OF ACTION
*(Dissolution of the CDL School pursuant to
Articles 11 and 12 of New York Business Corporation Law)*

73. Petitioner restates and re-alleges paragraphs 1 through 72 as if fully stated herein.

74. Albert and Andrea's actions and inactions constitute corporate waste and/or an imminent threat of corporate waste and amount to a breach of their fiduciary duties. Furthermore, such actions and inactions have rendered any working relationship between the Siblings impossible, particularly since Michael and his siblings have essentially ceased to have the ability to engage in any meaningful conversations regarding the business of the Company or the disbursement of the Sale Proceeds. Instead, Albert and Andrea have focused their efforts on attempting to compel Michael to accept an unreasonably low value for his shares, by engaging in oppressive and deceitful conduct and unilateral and unjustified awards to themselves to the detriment of Michael.

75. While Michael has attempted to negotiate, in good faith, a reasonable and fair resolution, including a proposal that Albert and Andrea purchase his shares for fair value based upon Earn-Out and share value projections by Albert himself, such overtures have been ignored or rebuffed, and often followed by additional threats that Albert and Andrea imminently intend to waste corporate assets.

76. The foregoing dissension has caused the Company to be so divided that it is beyond cure and at risk for even greater losses of Company assets, all to the detriment of Michael, as the minority shareholder.

77. Consequently, by and through the instant Verified Petition, Michael seeks the immediate appointment of a receiver to assume control of the CDL School and its receipt of all Sale Proceeds, including the already paid \$25 Million Base Purchase Price and the first installment of the 2018 Earn-Out, collectively totaling in excess of \$30 million, and the impending Earn-Outs to be paid by TransForce to the CDL School during 2019 and the first quarter of 2020. That receiver would account for the TransForce Sale Proceeds, disburse the Proceeds in accordance with each shareholder's stake in the Corporation, and ultimately dissolve the CDL School.

78. Additionally, to the extent that Albert and Andrea have used any or all of the Sale Proceeds, including by granting to themselves multimillion dollar bonuses, those proceeds should immediately be returned to the Corporation for control and direction by the receiver.

79. By reason of his 25% interest in the Corporation and by reason of his investment of his energy, time, skills and attention on the Corporation's behalf, Michael had and has a reasonable expectation to be treated fairly and to receive fair value for his respective ownership interest in the Corporation.

80. That relying upon his reasonable expectations, Michael devoted his working life to the business of the CDL School and acted as a successful, good, efficient, devoted, and loyal officer and employee to the Corporation for several years.

81. Yet, those now in control of the CDL School – namely, Albert and Andrea – have acted in such a manner as to defeat Michael's reasonable expectations which formed the basis for

his employment and ownership in that Corporation, and such actions and inactions further constitute oppressive, harsh, and wrongful conduct towards Michael.

82. As illustrated through various communications sent from Albert and/or Andrea to Michael, including the Valuation Report forwarded to Michael, along with a series of disturbing text messages and emails, Albert and/or Andrea have acted, are acting, or are reasonably expected to act in a matter that is illegal or fraudulent, and in violation of the fiduciary duties they owe to Michael.

83. Upon information and belief, dissolution is necessary to protect Michael's rights and interests, which are not being, and which cannot reasonably be expected to be, appropriately protected by the holders of the majority of the shares, the Board, and the Corporation's directors and officers, because those parties, namely Albert and Andrea, have evidenced that they are not and do not intend to act with Michael's interests (as a shareholder) in mind.

84. Accordingly, a receiver should be appointed to take immediate possession of the assets of the CDL School. The immediate appointment of a receiver is necessary to protect the Corporation, including the Sale Proceeds, from waste and dissipation and to ensure proper liquidation. Additionally, liquidation is the only means by which the interests of the shareholders, including Michael's, may be protected.

85. The attitude and conduct of Albert and Andrea makes it such that a meeting or any further attempts at a resolution short of dissolution would be impotent and useless. Such attempts would not resolve or dispel the existing bitterness and acrimony that has built up between Michael and his siblings, particularly Albert, that has resulted in, among other things, a probability of a waste of corporate assets and/or a dilution of Michael's interests in the Corporation and the Sale Proceeds.

86. For these same reasons, a demand on the Board, which is controlled by the very individuals responsible for the oppressive conduct set forth herein, would undoubtedly be futile, and to the extent required to sustain the instant Verified Petition, should thus be excused.

87. By reason of the foregoing, dissolution of the CDL School is warranted pursuant to Business Corporation Law §1104-a, and the appointment of a receiver is warranted pursuant to Business Corporation Law §§1202 and 1203.

88. Dissolution will not be injurious to the public as the rights of all persons who have dealt with the corporation will be unaffected by such dissolution in that the CDL School is solvent and pays all of its debts and creditors in the usual course of business. Moreover, as set forth above, the CDL School continues as an entity for the sole purpose of collecting the remaining Sale Proceeds and disbursing those Sale Proceeds to its shareholders.

SECOND CAUSE OF ACTION

*(Dissolution of the CDL School under the common law pursuant to
Leibert v. Clapp, 13 NY2d 313 [1963])
(As an alternative to the First Cause of Action herein)*

89. Petitioner repeats and reiterates the allegations set forth above in paragraphs 1 through 88 as if fully set forth herein.

90. Michael seeks judicial dissolution pursuant to the common law as an alternative to the Second and Third Causes of Action pleaded herein.

91. Upon information and belief, Albert and Andrea continue the existence of the CDL School for the sole purpose of benefiting themselves at the expense of Michael and to force and coerce him to sell and sacrifice his holdings to them for below their fair value.

92. Upon information and belief, liquidation of the CDL School is the only feasible means whereby Michael may reasonably expect to obtain a fair return on his investment.

93. Upon information and belief, liquidation of the CDL School is reasonably necessary for the protection of the rights and interests of Michael.

94. Upon information and belief, judicial dissolution is, therefore, warranted and required pursuant to the common law.

THIRD CAUSE OF ACTION
(Accounting of the CDL School)

95. Petitioner repeats and reiterates the allegations set forth above in paragraphs 1 through 94 as if fully set forth herein.

96. New York Business Corporation Law § 624 requires New York corporations to keep "correct and complete books and records of account. . ."

97. As a shareholder of the CDL School, Michael has the right to obtain and review the corporate books and records of the Corporation, and to an accounting of the official acts and transactions of Albert and Andrea.

98. Michael is entitled to a prompt accounting of the financial and operational activities of the CDL School, and to damages in such amount as is shown by said accounting to be due and owing.

99. Petitioner is ignorant of the amount of Sale Proceeds which have been wasted, looted or improperly used by Albert and Andrea, except Petitioner believes Albert and Andrea used such amounts for unauthorized, personal and/or non-corporate use.

100. Upon information and belief, Petitioner is entitled to a significant sum of money which can only be determined upon an accounting of all Sale Proceeds received by the Company, and to be received, in 2019 and the first quarter of 2020.

101. Upon information and belief, all Sale Proceeds that have been received, to the extent that they have not already been squandered by Albert and/or Andrea, are being held in

bank account(s) maintained in Miami-Dade County, Florida, and to which Albert, upon information and belief, is the sole signor on those account(s).

102. Given that Albert and Andrea have wrongfully exerted complete control over the CDL School, a pre-suit demand for an accounting was not made, to the extent required to sustain this cause of action, on the basis that such a demand would have been futile, as these same individuals are responsible for the wrongful acts asserted herein.

103. By reason of the foregoing, Michael seeks an accounting of the CDL School, including all Sale Proceeds received by the Company, and expected to be received, in 2019 and 2020.

104. Michael has no adequate remedy at law to obtain the undisclosed information.

FOURTH CAUSE OF ACTION

*(Derivative Claim for Breach of Fiduciary Duty against Albert and Andrea
In their Roles as Shareholders, Directors and/or Officers of the CDL School)*

105. Petitioner repeats and reiterates the allegations set forth above in paragraphs 1 through 104 as if fully set forth herein.

106. Albert and Andrea, as shareholders and/or officers and directors of the CDI School, owe a fiduciary duty to treat all shareholders, including Michael, fairly and equally, and are required to exercise their responsibilities as fiduciaries with the utmost good faith. Albert and Andrea were, and are, required to act in furtherance of the best interests of the CDL School and its shareholders so as to benefit all shareholders equally and not in furtherance of their own personal interests or benefit.

107. Upon information and belief, Albert and Andrea breached their fiduciary duties by allotting to themselves and/or threatening to allot themselves salaries and and/or bonuses far

in excess of the fair market value of the actual executive services they performed, especially since the CDL School sold its assets and essentially ceased operations.

108. Upon information and belief, Albert and Andrea also breached their fiduciary duties by issuing and/or threatening to issue themselves personal loans and by investing and/or threatening to invest in unrelated business ventures, such as distressed real estate, having no reasonable relation to any legitimate business objective of the CDL School.

109. Upon information and belief, Albert and Andrea's actual and/or threatened conduct constitutes a waste of the corporate assets of the CDL School.

110. Upon information and belief, Albert and Andrea's wrongful conduct constitutes bad faith and dishonesty, thereby removing them from the protections of the business judgment rule.

111. Upon information and belief, other wrongful acts constituting a breach of fiduciary duty or self-dealing are occurring or have occurred but cannot be identified because the documentary evidence revealing such wrongful conduct is in the sole and exclusive custody and control of Albert, Andrea and/or the CDL School, thereby requiring discovery to reveal same.

112. The CDL School is also entitled to an award of punitive damages because Albert and Andrea have engaged in a deliberate, conscious, intentional, and willful pattern of conduct calculated to benefit themselves, and at the expense of and harm to the CDL School and to Michael as a minority shareholder. To wit, Albert and Andrea have acted to freeze out Michael while looting the corporation as Michael awaits distribution of his share of the proceedings of the transaction consummated in December 2018.

113. Michael has not made any demand on Albert and Andrea to institute this action because such a demand would be futile in that Albert and Andrea caused the subject injuries to the CDL School.

114. As a direct and proximate result of Albert and Andrea's abuse of control, the CDL School has suffered, and will continue to suffer, damages for which Albert and Andrea are liable.

FIFTH CAUSE OF ACTION
(Dissolution of CDLRDG pursuant to Fla. Stat. §605.0702 and/or the common law)

115. Petitioner restates and re-alleges paragraphs 1 through 114 as if fully stated herein.

116. Albert and Andrea's actions and inactions constitute waste and/or an imminent threat of waste and amount to a breach of their fiduciary duties. Furthermore, such actions and inactions have rendered any working relationship between the Siblings impossible, particularly since Michael and his siblings have essentially ceased to have the ability to engage in any meaningful conversations regarding the business of the CDLRDG or the disbursement of the Sale Proceeds. Instead, Albert and Andrea have focused their efforts on attempting to compel Michael to accept an unreasonably low value for his shares, by engaging in oppressive and deceitful conduct and unilateral and unjustified awards to themselves to the detriment of Michael.

117. While Michael has attempted to negotiate, in good faith, a reasonable and fair resolution, including a proposal that Albert and Andrea purchase his shares for fair value based upon Earn-Out and share value projections by Albert himself, such overtures have been ignored or rebuffed, and often followed by additional threats that Albert and Andrea imminently intend to waste company assets.

118. The foregoing dissension has caused CDLRDG to be so divided that it is beyond cure and at risk for even greater losses of assets, all to the detriment of Michael.

119. Consequently, by and through the instant Verified Petition, Michael seeks the immediate appointment of a receiver to assume control of CDLRDG and its receipt of all Sale Proceeds, including the already paid portion of the \$25 Million Base Purchase Price as it pertains to CDLRDG. That receiver would account for the Sale Proceeds, disburse the Proceeds in accordance with each members' ownership interests, and ultimately dissolve CDLRDG.

120. Additionally, to the extent that Albert and Andrea have used any or all of the Sale Proceeds, including by granting to themselves multimillion dollar bonuses, those proceeds should immediately be returned to CDLRDG for control and direction by the receiver.

121. As illustrated herein, Albert and Andrea, in their capacities as members and/or managers of CDLRDG, have acted, are acting, or are reasonably expected to act in a manner that is illegal or fraudulent, and in violation of the fiduciary duties they owe to Michael, likewise a member of CDLRDG.

122. Upon information and belief, dissolution is necessary to protect Michael's rights and interests, which are not being, and which cannot reasonably be expected to be, appropriately protected by Albert and Andrea, because they have evidenced that they are not and do not intend to act with Michael's interests (as a member of CDLRDG) in mind.

123. Accordingly, a receiver should be appointed to take immediate possession of the assets of CDLRDG. The immediate appointment of a receiver is necessary to protect the CDLRDG, including the Sale Proceeds, from waste and dissipation and to ensure proper liquidation. Additionally, liquidation is the only means by which the interests of the members, including Michael's, may be protected.

124. The attitude and conduct of Albert and Andrea makes it such that a meeting or any further attempts at a resolution short of dissolution would be impotent and useless. Such attempts would not resolve or dispel the existing bitterness and acrimony that has built up between Michael and his siblings, particularly Albert, that has resulted in, among other things, a probability of a waste of company assets and/or a dilution of Michael's interests.

125. By reason of the foregoing, dissolution of CDLRDG and the appointment of a receiver are warranted pursuant to Fla. Stat. §§605.0702(3) and 605.0702(4).

126. Dissolution will not be injurious to the public as the rights of all persons who have dealt with the corporation will be unaffected by such dissolution in that CDLRDG is solvent and pays all of its debts and creditors in the usual course of business. Moreover, as set forth above, CDLRDG is non-operational and continues as an entity for the sole purpose of collecting the remaining Sale Proceeds and disbursing those Sale Proceeds to its members.

SIXTH CAUSE OF ACTION
(Accounting of CDLRDG)

127. Petitioner restates and re-alleges paragraphs 1 through 126 as if fully stated herein.

128. Pursuant to Fla. Stat. §605.0410 and/or the common law of the State of Florida, as a member of CDLRDG, Michael has the right to obtain and review the records of the affairs, financial condition, and other material to the extent such materials are material to Michael's rights in CDLRDG.

129. Michael is entitled to a prompt accounting of the financial and operational activities of CDLRDG, and to damages in such amount as is shown by said accounting to be due and owing.

130. Petitioner is ignorant of the amount of Sale Proceeds which have been wasted, looted or improperly used by Albert and Andrea, except Petitioner believes Albert and Andrea used such amounts for unauthorized, personal and/or non-company use.

131. Upon information and belief, Petitioner is entitled to a significant sum of money which can only be determined upon an accounting of all Sale Proceeds received by CDLRDG.

132. Upon information and belief, all Sale Proceeds that have been received, to the extent that they have not already been squandered by Albert and/or Andrea, are being held in bank account(s) maintained in Miami-Dade County, Florida, and to which Albert is the sole signor on those account(s).

133. Given that Albert and Andrea have wrongfully exerted complete control over CDLRDG, a pre-suit demand for an accounting was not made, to the extent required to sustain this cause of action, on the basis that such a demand would have been futile, as these same individuals are responsible for the wrongful acts asserted herein.

134. By reason of the foregoing, Michael seeks an accounting of CDLRDG.

135. Michael has no adequate remedy at law to obtain the undisclosed information.

SEVENTH CAUSE OF ACTION

(Derivative Claim for Breach of Fiduciary Duty against Albert and Andrea in their Roles as Members and/or Managers of CDLRDG)

136. Petitioner repeats and reiterates the allegations set forth above in paragraphs 1 through 135 as if fully set forth herein.

137. Albert and Andrea, as members and/or managers of CDLRDG, owe a fiduciary duty to treat all members, including Michael, fairly and equally, and are required to exercise their responsibilities as fiduciaries with the utmost good faith. Albert and Andrea were, and are,

required to act in furtherance of the best interests of CDLRDG and its members so as to benefit all members equally and not in furtherance of their own personal interests or benefit.

138. Upon information and belief, Albert and Andrea breached their fiduciary duties by issuing and/or threatening to issue themselves personal loans and by investing and/or threatening to invest in unrelated business ventures, such as distressed real estate, having no reasonable relation to any legitimate business objective of CDLRDG.

139. Upon information and belief, Albert and Andrea's actual and/or threatened conduct constitutes a waste of company assets.

140. Upon information and belief, Albert and Andrea's wrongful conduct constitutes bad faith and dishonesty, thereby removing them from the protections of the business judgment rule.

141. Upon information and belief, other wrongful acts constituting a breach of fiduciary duty or self-dealing are occurring or have occurred but cannot be identified because the documentary evidence revealing such wrongful conduct is in the sole and exclusive custody and control of Albert, Andrea and/or CDLRDG, thereby requiring discovery to reveal same.

142. Michael has not made a demand upon Albert and Andrea prior to instituting this action because such a demand would be futile in that Albert and Andrea caused the subject injuries to CDLRDG.

143. As a direct and proximate result of Albert and Andrea's abuse of control, CDLRDG has suffered, and will continue to suffer, damages for which Albert and Andrea are liable.

EIGHTH CAUSE OF ACTION
(Declaratory Judgment)

144. Petitioner repeats and reiterates the allegations set forth above in paragraphs 1 through 143 as if fully set forth herein.

145. Because Albert and Andrea have acted, are acting, or are reasonably expected to act in a manner that is illegal or fraudulent, and in violation of the fiduciary duties they owe to Petitioner, there exists a bona fide, actual and present and practical need for a determination as to Petitioner's current ownership interests and rights in the CDL School, CDLRDG and the Sale Proceeds.

146. All known interests to this dispute are named as parties to this proceeding.

147. By reason of the foregoing, Michael seeks an Order by this Court declaring the amount of Petitioner's rightful share of the Sale Proceeds and overall interest in the CDL School and/or CDLRDG.

NINTH CAUSE OF ACTION
(Preliminary and Permanent Injunction)

148. Petitioner repeats and reiterates the allegations set forth above in paragraphs 1 through 147 as if fully set forth herein.

149. As set forth above, Michael is entitled to his fair share of the Sale Proceeds pursuant to his interests in the Corporation.

150. Because Albert and Andrea have acted, are acting, or are reasonably expected to act in a manner that is illegal or fraudulent, and in violation of the fiduciary duties they owe to Petitioner, there exists an imminent threat to Michael's interests in the CDL School, CDLRDG and the Sale Proceeds.

151. Petitioner will suffer irreparable harm unless an injunction is immediately issued, (1) appointing a receiver over the assets of the Corporation, who shall have all of the powers and duties granted pursuant to Articles 11 and 12 of the BCL, Chapter 605, Fla. Stat. and/or CPLR §§6301 and 6401, including but not limited to: (a) taking control of all corporate assets and accounts; (b) collecting and accounting all receivables due to the Corporation (including certain proceeds dues and owing the Corporation arising from the sale of its assets to The CDL Schools LLC and/or the TransForce Group LLC); (c) winding-up and dissolving the Corporation; and (d) distributing all proceeds to its shareholders in accordance with their respective shareholder and/or ownership interest in the Corporation; and (2) enjoining and restraining Albert and Andrea from: (a) making any threat or taking any actions in violation of the By-laws, Shareholders' Agreement and/or applicable statutory law; (b) amending the Shareholders' Agreement or the By-laws of the Corporation; (c) entering into any loans or encumbrances on behalf of the Corporation; (d) withdrawing, distributing or transferring any assets or property of the Corporation, whether in the form of salaries, profit distributions, dividends, reimbursement of expenses or otherwise; (e) redeeming, transferring or otherwise modifying the current ownership or membership interests in the Corporation; (f) taking any action that in any way impacts or dilutes Petitioner Michael A. Hanley's interest in the Corporation, including, but not limited to, any redemption or divestiture of Michael's shares in the Corporation; (g) using corporate funds to pay counsel fees incurred in defending this dissolution proceeding; (h) Conducting any "Special Meeting" of the Shareholders, including but not limited to the Special Meeting schedule to occur on March 11, 2019, or any other meeting which seeks to address the shareholder interests in the Corporation and/or the Sale Proceeds; (i) taking any action relative to the

Corporations, absent prior Court approval, and (j) such other and further relief as this Court deems just and proper.

152. Petitioner has no adequate remedy at law.

153. Accordingly, Petitioner is entitled to a preliminary and permanent injunction.

WHEREFORE, Plaintiff/Petitioner Michael A. Hanley respectfully prays for relief as follows:

A. On the First Cause of Action for Judicial Dissolution of the CDL School:

- a. A final order under Business Corporation Law §1111(a) dissolving the CDL School, pursuant to Business Corporation Law §1104-a and/or the common law of the State of New York;
- b. An order or orders, whether temporary, preliminary or final, under Business Corporation Law §1113 as the Court in its discretion may issue to preserve the property and to carry on the business of the CDL School, including without limitation the appointment of a receiver under article 12 of the Business Corporation Law (§§1202 and 1203);
- c. Appointing a receiver to take immediate possession of the CDL School's business and property, to liquidate such business and property as may be indicated the Court may direct, to pay from the assets of the corporation the obligations to creditors, and to remit to the shareholders the remaining sums as a shareholder's interest may appear;
- d. An order or orders directing that Albert and Andrea immediately return to the CDL School and receiver's control, any funds or Sale Proceeds they have delivered to themselves following the sale of December 16, 2018;
- e. An order or orders, whether temporary, preliminary or final, that, the officers and directors of the CDL School be enjoined and restrained under Business Corporation Law §1115 from (a) transacting any business and from exercising any corporate powers on behalf of the CDL School, and (b) collecting or receiving any debt or other property of the CDL School and from paying out or otherwise transferring or delivering any property of the CDL School, pending further Order of this Court or written permission of the Receiver;

- f. An order or orders, whether temporary, preliminary, or final that Albert or Andrea be enjoined from any action that may have the effect of diluting, diminishing, or divesting Michael of his interest in the CDL School or Sale Proceeds.
 - g. An order, whether temporary, preliminary or final, under Business Corporation Law §1108 appointing a referee and granting such referee such powers as may be exercised under law by a referee;
 - h. An order or orders as may be permitted or required under article 11 of the Business Corporation Law directing the receiver and/or the referee to take such steps as in the receiver's and/or referee's good faith exercise of discretion are best calculated to maximize the value of the assets of the CDL School derived from liquidation, whether as a going concern or otherwise and directing the receiver and/or referee to apply the proceeds from liquidation of the assets of the CDL School as more specifically provided in article 11 of the Business Corporation Law;
- B. On the Second Cause of Action for dissolution of the CDL School under the common law, an order that the CDL School be dissolved and liquidated.
- C. On the Third Cause of Action for an Accounting of the CDL School, an order that Albert and Andrea account for the books and records of the CDL School, including but not limited to, all sale proceeds received, and expected to be received, in 2019 and 2020.
- D. On the Fourth Cause of Action for breach of fiduciary duty against Albert and Andrea in their Roles as Shareholders, Directors and/or Officers of the CDL School, monetary damages, including punitive damages, in an amount to be determined at trial;
- E. On the Fifth Cause of Action for Judicial Dissolution of CDLRDG:
 - a. A final order under Fla. Stat. §§605.0702(3) and/or 605.0702(4) and/or the common law dissolving CDLRDG;
 - b. An order or orders, whether temporary, preliminary or final, as the Court in its discretion may issue to preserve the property and assets of CDLRDG, including without limitation the appointment of a receiver under Fla. Stat. §§605.0703 and/or 605.0704;
 - c. Appointing a receiver to take immediate possession of the CDLRDG's business and property, to liquidate such business and property and to remit to the members their respective interests;
 - d. An order or orders directing that Albert and Andrea immediately return to CDLRDG and the receiver's control, any funds or Sale

Proceeds they have delivered to themselves following the sale of December 16, 2018;

- e. An order or orders, whether temporary, preliminary or final, that, the officers and directors of the Corporation be enjoined and restrained under Fla. Stat. 605.0703 from (a) transacting any business and from exercising any powers on behalf of CDLRDG, and (b) collecting or receiving any debt or other property of the Company and from paying out or otherwise transferring or delivering any property of CDLRDG, pending further Order of this Court or written permission of the Receiver;
- f. An order or orders, whether temporary, preliminary, or final that Albert and Andrea be enjoined from any action that may have the effect of diluting, diminishing, or divesting Michael of his interest in CDLRDG or the Sale Proceeds.
- g. An order or orders as may be permitted or required under Fla. Stat. §605.0703 directing the receiver and/or custodian to take such steps as in the receiver's and/or custodian's good faith exercise of discretion are best calculated to maximize the value of the assets of CDLRDG derived from liquidation, whether as a going concern or otherwise and directing the receiver and/or custodian to apply the proceeds from liquidation of the assets of CDLRDG as more specifically provided in Fla. Stat. §605.0703;
- F. On the Sixth Cause of Action for an Accounting of CDLRDG, an order that Albert V. Hanley III and Andrea K. Hanley account for the books and records of CDLRDG, including but not limited to, all Sale Proceeds as pit pertains to CDLRDG.
- G. On the Seventh Cause of Action for breach of fiduciary duty against Albert and Andrea in their Roles as Members and/or Managers of CDLRDG, monetary damages, including punitive damages, in an amount to be determined at trial;
- H. On the Eighth Cause of Action, an Order by this Court declaring the amount of Petitioner's rightful share and interest in the CDL School, CDLRDG, and the Sale Proceeds;
- I. On the Ninth Cause of Action, an Order by this Court issuing a preliminary and permanent injunction: (1) appointing a receiver over the assets of the Corporation, who shall have all of the powers and duties granted pursuant to Articles 11 and 12 of the BCL, Chapter 605, Fla. Stat. and/or CPLR §§6301 and 6401, including but not limited to: (a) taking control of all corporate assets and accounts; (b) collecting and accounting all receivables due to the Corporation (including certain proceeds dues and owing the Corporation arising from the sale of its assets to The CDL

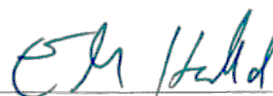
Schools LLC and/or the TransForce Group LLC); (c) winding-up and dissolving the Corporation; and (d) distributing all proceeds to its shareholders in accordance with their respective shareholder and/or ownership interest in the Corporation; and (2) enjoining and restraining Albert and Andrea from: (a) making any threat or taking any actions in violation of the By-laws, Shareholders' Agreement and/or applicable statutory law; (b) amending the Shareholders' Agreement or the By-laws of the Corporation; (c) entering into any loans or encumbrances on behalf of the Corporation; (d) withdrawing, distributing or transferring any assets or property of the Corporation, whether in the form of salaries, profit distributions, dividends, reimbursement of expenses or otherwise; (e) redeeming, transferring or otherwise modifying the current ownership or membership interests in the Corporation; (f) taking any action that in any way impacts or dilutes Petitioner Michael A. Hanley's interest in the Corporation, including, but not limited to, any redemption or divestiture of Michael's shares in the Corporation; (g) using corporate funds to pay counsel fees incurred in defending this dissolution proceeding; (h) Conducting any "Special Meeting" of the Shareholders, including but not limited to the Special Meeting schedule to occur on March 11, 2019, or any other meeting which seeks to address the shareholder interests in the Corporation and/or the Sale Proceeds; (i) taking any action relative to the Corporations, absent prior Court approval, and (j) such other and further relief as this Court deems just and proper.

- J. Pre-judgment and post-judgment interest on all damages to the extent recoverable under applicable law;
- K. Plaintiff/Petitioner's reasonable attorney's fees and costs and disbursements, with interest, to the extent recoverable under applicable law; and further
- L. Such other and further relief as the Court deems just and proper.

Dated: Albany, New York
March 7, 2019

HARRIS BEACH PLLC

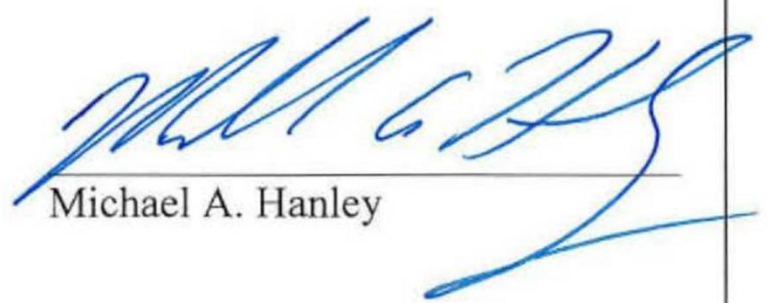
By:


Dale Worrall
Elliot A. Hallak
Kirstie A. Means
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VERIFICATION

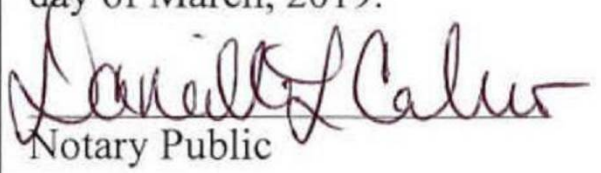
STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

Michael A. Hanley, above named, being duly sworn, deposes and says: I am the Plaintiff/Petitioner in the within action; I have read and know the contents of the foregoing Verified Complaint/Verified Petition; that the same is true to my own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters, I believe it to be true.



Michael A. Hanley

Sworn to before me this 7th
day of March, 2019.



Notary Public

DANIELLE L. CALVO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA6232432
Qualified in Saratoga County
Commission Expires 12/13/2022