

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

-----X
SHILPA SAKETH REALTY INC.,

Plaintiff,

-against-

SUDHAKAR VIDYALA,
SHRI BHRAMARAMBIKAS INDUSTRIES LIMITED,
and MADHAVA REDDY UPPUGALLA,

Defendants.
-----X

Index No.:
Date Purchased:

SUMMONS

**Plaintiff designates New York
County as the place of trial.**

**Venue is based on a forum
selection clause in the parties'
agreement.**

To the above named Defendants:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your Answer, or, if the Complaint is not served with this Summons, to serve a notice of appearance, on Plaintiff's Attorney(s) within twenty (20) days after the service of this Summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: Uniondale, New York
July 19, 2019

RIVKIN RADLER LLP
Attorneys for Plaintiff

By: /s/ Michelle A. Bholan
Michael P. Versichelli
Michelle A. Bholan
926 RXR Plaza
Uniondale, New York 11556
Telephone: (516) 357-3000
Facsimile: (516) 357-3333

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

-----X

SHILPA SAKETH REALTY INC.,

Index No.:

Plaintiff,

-against-

COMPLAINT

SUDHAKAR VIDYALA,
SHRI BHRAMARAMBIKAS INDUSTRIES LIMITED,
and MADHAVA REDDY UPPUGALLA,

Defendants.

-----X

Plaintiff SHILPA SAKETH REALTY INC. (“Plaintiff”), by and through its attorneys, RIVKIN RADLER LLP, as and for its Complaint against Defendants SUDHAKAR VIDYALA (“Vidiyala”), SHRI BHRAMARAMBIKAS INDUSTRIES LIMITED (“Shri”), and MADHAVA REDDY UPPUGALLA (“Uppugalla”) (collectively, the “Defendants”), alleges, upon information and belief, as follows:

NATURE OF THE ACTION

1. This is an action brought by Plaintiff, a former minority stockholder of a pharmaceutical company, seeking monetary relief relating to the fraudulent conduct and breach of fiduciary duties by the other stockholders in connection with the sale of the stockholders’ shares in the pharmaceutical company.

2. Defendants’ wrongful conduct has caused Plaintiff to suffer substantial damages in an amount to be determined at trial, but believed to be in excess of \$14,300,000.00.

THE PARTIES

3. Plaintiff is, and at all times hereinafter mentioned was, a corporation duly organized and existing by virtue of the laws of the State of New York. Plaintiff is duly

authorized to transact business in the State of New York and has a principal place of business located at 7 Oser Avenue, Hauppauge, New York 11788.

4. Upon information and belief, Defendant Vidiyala is, and at all times hereinafter mentioned was, a resident of the State of New York with his residence located in Glen Head, New York.

5. Upon information and belief, Defendant Shri is, and at all times hereinafter mentioned was, a company organized and existing by virtue of the laws of India.

6. Upon information and belief, Defendant Uppugalla is, and at all times hereinafter mentioned was, a resident of the State of New York with his residence located in Dix Hills, New York.

JURISDICTION AND VENUE

7. All parties irrevocably and unconditionally agreed that any legal proceeding commenced by one party against another party with respect to the parties' agreement shall be instituted in, inter alia, the Supreme Court of the State of New York, New York County, and that each party consented and submitted to this Court's jurisdiction.

8. All parties irrevocably and unconditionally waived any objection to the laying of venue of any legal proceeding arising out of or relating to the parties' agreement brought in the Supreme Court of the State of New York, New York County.

STATEMENT OF FACTS

A. Cipla's Purchase of the Company's Shares

9. InvaGen Pharmaceuticals Inc. (the "Company") is a generic pharmaceutical company headquartered in Hauppauge, New York.

10. On or about September 4, 2015, Cipla (EU) Limited (“Cipla”), a company incorporated in the United Kingdom, the Company, and all of the Company’s stockholders entered into a Stock Purchase Agreement, dated September 4, 2015 (the “Stock Purchase Agreement”), as amended by an Amended and Restated Stock Purchase Agreement, dated September 4, 2015 (the “Amended Agreement”), Amendment No. 1 to the Amended Agreement dated December 18, 2015 (the “First Amendment”), Amendment No. 2 to the Amended Agreement dated February 17, 2016 (the “Second Amendment”), and Amendment No. 3 to the Amended Agreement dated September 15, 2017 (the “Third Amendment”) (the Stock Purchase Agreement, the Amended Agreement, the First Amendment, the Second Amendment, and the Third Amendment are hereinafter referred to, collectively, as the “Definitive Agreements”).

11. At the time of the signing of the Stock Purchase Agreement, the Amended Agreement, the First Amendment, and the Second Amendment, the Company had one majority stockholder, Shri, and three minority stockholders, Plaintiff, Vidiyala, and Uppugalla (the “Minority Stockholders”) (together with Shri, collectively, the “Stockholders”).

12. More specifically, the number of shares in the Company owned by each Stockholder was as follows: (i) Shri owned seventy-two (72) shares; (ii) Plaintiff owned nine (9) shares; (iii) Vidiyala owned eleven (11) shares; and (iv) Uppugalla owned eight (8) shares.

13. Pursuant to the Definitive Agreements, the base purchase price for the Stockholder’s shares was \$500,000,000.00.

14. As part of Cipla’s acquisition of the Company, it was agreed that each Stockholder was entitled to the following pro rata share of the purchase price: (i) Shri was entitled to 72%; (ii) Plaintiff was entitled to 9%; (iii) Vidiyala was entitled to 11%; and (iv) Uppugalla was entitled to 8%.

15. Section 8.07(a) of the Amended Agreement provides for the authorization and appointment of a Minority Stockholder Representative and states, in relevant part, as follows:

In order to administer efficiently (i) the implementation of this Agreement on behalf of the Minority Stockholders . . . the Minority Stockholders hereby authorize and appoint the Minority Stockholder Representative as agent and attorney-in-fact for each such Minority Stockholder, for and on behalf of each such Minority Stockholder, with full power and authority to represent each such Minority Stockholder . . . (A) to take all action necessary in connection with the implementation of this Agreement . . . (B) to give and receive all notices required to be given under this Agreement . . . and (C) to take any and all additional action as is contemplated to be taken by or on behalf of the Minority Stockholders by the terms of this Agreement

(Emphasis added). The Amended Agreement designates Vidiyala as the Minority Stockholder Representative.¹

16. As stated above, the Amended Agreement was subsequently modified by the First Amendment, the Second Amendment, and the Third Amendment.

17. At some point, the payment distribution was modified so that each Stockholder's allocation of the purchase price no longer corresponded to the number of shares owned by the Stockholder. Instead, Plaintiff's pro rata share of the purchase price was reduced by 2.126% (from 9% to 6.874%), and that 2.126% reduction was then redistributed to the remaining Stockholders to increase their pro rata shares as follows: (i) Sri's allocation increased from 72% to 72.346%; (ii) Vidiyala's allocation increased from 11% to 12.62%; and (iii) Uppugalla's allocation increased from 8.16% to 9%.

18. Cipla completed its acquisition of the Company on or about February 17, 2016.

¹ Although Section 8.07(a) of the Amended Agreement was amended by the Second Amendment (as defined herein), the modification to the provision is immaterial to the instant action.

B. Plaintiff's Execution of the Documents Relating to the Acquisition

19. Plaintiff is jointly owned by Shilpa Reddy ("Shilpa") and Saketh Reddy ("Saketh"). Shilpa and Saketh each own a 50% interest in Plaintiff.

20. During the negotiation and preparation of the documents relating to Cipla's purchase of the Stockholders' shares in the Company, Shilpa was a medical student and Saketh was a college freshman.

21. Plaintiff was not represented by outside counsel in connection with Cipla's purchase of the Stockholders' shares in the Company, and Plaintiff did not participate in the negotiation or preparation of the documents executed in conjunction therewith.

22. Instead, Plaintiff relied exclusively on Vidiyala as the Minority Shareholder Representative, and thereby Plaintiff's designated agent and attorney-in-fact, to represent its interests in connection with the transaction.

23. Not only was Vidiyala Plaintiff's Minority Shareholder Representative, but Vidiyala was a close family friend of Shilpa and Saketh, whom they addressed as "Uncle."

24. In or about late 2015 (between October and December), Bandi Parthasaradhi Reddy ("Bandi") from Shri invited Dr. Pailla M. Reddy ("Dr. Reddy"), an agent of Plaintiff and Shilpa and Saketh's father, to breakfast at Bandi's home in Hyderabad, India. Bandi is and was Shri's principal shareholder (the only other shareholder being, upon information and belief, Bandi's son, Vamsi Bandi).

25. During this visit, Bandi notified Dr. Reddy of a proposed modification to the Company's acquisition. Bandi stated that the purchase price for the Stockholders' shares would be reduced by \$100,000,000.00, and that sum would be paid to Camber Pharmaceuticals ("Camber") as compensation for Camber's past contributions to the Company. Bandi explained

to Dr. Reddy that as the principal distributor of the Company's products, Camber's marketing efforts increased the value of the Company. Bandi further stated that Camber's participation in the transaction was critical.

26. Bandi told Dr. Reddy that all of the Stockholders would share pro rata in the reduction of the purchase price and that all Stockholders would thereby receive a lower sum for their shares in accordance with their respective shareholder interests.

27. Bandi stated that all the other Stockholders – Shri, Vidiyala, and Uppugalla – had agreed to the modification.

28. Bandi requested Plaintiff's consent.

29. Plaintiff agreed to the modification under these terms.

30. Subsequently, in February 2016, Vidiyala met with Dr. Reddy at Plaintiff's offices at 7 Oser Avenue, Hauppauge, New York.

31. During this meeting, Dr. Reddy asked Vidiyala to confirm the purchase price and how much Plaintiff would receive from the sale of the Company.

32. Vidiyala stated that Plaintiff would receive 9% of \$400,000,000.00.

33. Vidiyala stated that the extra \$100,000,000.00 from the original purchase price was going to Camber.

34. Vidiyala, as the Minority Stockholder Representative, facilitated the execution of the closing documents in February 2016.

35. On February 9, 2016, Vidiyala emailed Dr. Reddy and attached a "signature packet" that contained only the signature pages for various closing documents relating to the purchase of the Company's shares.

36. In his email, Vidiyala provided no explanation of the closing documents and simply requested that Dr. Reddy obtain Plaintiff's signatures and retain the original signatures until he furnished the original closing documents.

37. On that same day, Shilpa signed and emailed the signature pages contained in the "signature packet" to Vidiyala.

38. Vidiyala, however, never provided Plaintiff with copies of any of the closing documents or the Definitive Agreements.

39. As such, Shilpa did not have an opportunity to read or review the documents before she signed them.

40. Instead, Shilpa relied on Vidiyala as her agent, attorney-in-fact, and close family friend to disclose all material information relating to the transaction and to protect Plaintiff's interests in connection therewith.

C. Plaintiff's Discovery of the Modification to the Payment Allocation

41. Plaintiff discovered that something was amiss in February 2019, when it received a tax refund in connection with the sale of the Company's shares.

42. The tax refund was for \$3,409,761.15. But instead of receiving 9% of the refund (or \$306,878.50), Plaintiff received only \$234,387.00 (approximately 6.874%).

43. Upon questioning the discrepancy, Plaintiff was provided, by the Company, with a copy of the Closing Date Payment – Stockholder Allocations Schedule – Exhibit I to the Second Amendment.

44. On or about March 26, 2019, Plaintiff, who had never been provided with copies of the closing documents, requested that counsel that represented the Company in connection with the sale of its shares provide Plaintiff with a complete set of all documents executed by

Plaintiff and/or others on behalf of Plaintiff and all other documents relating to the sale of the Company's shares.²

45. Upon reviewing the Second Amendment, Plaintiff discovered that its pro rata share of the purchase price had been reduced by 2.126% and the allocation to the other Stockholders had been increased in the cumulative amount of 2.126%.

46. Plaintiff further discovered that it did not receive 9% of \$400,000,000.00 (or \$36,000,000.00) as agreed.

47. Upon information and belief, \$100,000,000.00 from the original purchase price was never paid to Camber.

48. Plaintiff has never been provided with an explanation as to why the other Stockholders received an increase in their allocation of the purchase price at the expense of Plaintiff.

49. Plaintiff has also never received any explanation as to the allocation of the \$100,000,000.00 from the original purchase price.

AS AND FOR A FIRST CAUSE OF ACTION

Against Vidiyala
(Fraudulent Concealment)

50. Plaintiff repeats and reiterates the allegations contained in paragraphs "1" through "49" of the Complaint with the same force and effect as if set forth at length herein.

51. Vidiyala concealed material facts relating to the sale and purchase of Plaintiff's shares in the Company. Specifically, Vidiyala failed to disclose to Plaintiff that it was the only Stockholder to suffer a reduction in its pro rata share of the purchase price and that Camber did

² Although Plaintiff's counsel received copies of the Stock Purchase Agreement and the Amended Agreement and some of the other documents related to the acquisition of the Company's stock, the documents were delivered piecemeal and in a disorganized fashion.

not actually receive \$100,000,000.00 of the purchase price. Vidiyala further failed to disclose to Plaintiff that the Definitive Agreements provided for the reallocation of the reduction in Plaintiff's pro rata share to the remaining Stockholders – including Vidiyala – and that the remaining Stockholders would thereby receive a greater pro rata share of the purchase price at Plaintiff's expense.

52. In his capacity as the Minority Stockholder Representative, and Plaintiff's agent and attorney-in-fact, Vidiyala was in a position of trust with Plaintiff and had a duty to inform Plaintiff of any material facts relating to, inter alia, the implementation of the Definitive Agreements.

53. Moreover, as the Minority Stockholder Representative, Vidiyala was entrusted to act on behalf of the Minority Stockholders with respect to, inter alia, the implementation of the Definitive Agreements and, thus, had superior knowledge of the transaction and documents related thereto. Indeed, Plaintiff was unable to obtain the Definitive Agreements since Vidiyala failed to furnish them.

54. Accordingly, Vidiyala had a duty to advise Plaintiff that its pro rata share of the purchase price was reduced and re-allocated to Vidiyala, Shri, and Uppugalla at Plaintiff's expense.

55. Vidiyala intentionally concealed these material facts from Plaintiff in order to induce Plaintiff to execute the Definitive Agreements, which benefitted Vidiyala by increasing his pro rata share of the purchase price.

56. Plaintiff reasonably relied on the omissions of Vidiyala – its representative, agent, and attorney-in-fact for, inter alia, the implementation of the Definitive Agreements – by

executing the Definitive Agreements at Vidiyala's direction and insistence without first reviewing their contents.

57. As a result of Plaintiff's reasonable reliance on Vidiyala's omissions, Plaintiff has sustained damages in an amount to be determined at trial, but believed to be in excess of \$14,300,000.00.

AS AND FOR A SECOND CAUSE OF ACTION
Against Vidiyala
(Fraudulent Misrepresentation)

58. Plaintiff repeats and reiterates the allegations contained in paragraphs "1" through "57" of the Complaint with the same force and effect as if set forth at length herein.

59. Vidiyala misrepresented material facts relating to the sale and purchase of Plaintiff's shares in the Company. Specifically, Vidiyala falsely represented to Plaintiff that Plaintiff was to receive 9% of \$400,000,000.00 in connection with the purchase and sale of its shares in the Company, and that the remaining \$100,000,000.00 of the original purchase price was being distributed to Camber.

60. Vidiyala intentionally misrepresented these material facts in order to defraud Plaintiff.

61. Plaintiff reasonably relied on the misrepresentations of Vidiyala – its representative, agent, and attorney-in-fact for, inter alia, the implementation of the Definitive Agreements – by executing the Definitive Agreements at Vidiyala's direction and insistence without first reviewing their contents.

62. As a result of Plaintiff's reasonable reliance on Vidiyala's misrepresentations, Plaintiff has sustained damages in an amount to be determined at trial, but believed to be in excess of \$14,300,000.00.

AS AND FOR A THIRD CAUSE OF ACTION
Against Vidiyala
(Fraudulent Inducement)

63. Plaintiff repeats and reiterates the allegations contained in paragraphs “1” through “62” of the Complaint with the same force and effect as if set forth at length herein.

64. Vidiyala omitted material facts relating to the sale and purchase of Plaintiff’s shares in the Company. Specifically, Vidiyala failed to disclose to Plaintiff that it was the only Stockholder to suffer a reduction in its pro rata share of the purchase price. Vidiyala further failed to disclose to Plaintiff that the Definitive Agreements provided for the reallocation of the reduction in Plaintiff’s pro rata share to the remaining Stockholders – including Vidiyala – and that the remaining Stockholders would thereby receive a greater pro rata share of the purchase price at Plaintiff’s expense.

65. Vidiyala misrepresented material facts relating to the sale and purchase of Plaintiff’s shares in the Company. Specifically, Vidiyala falsely represented to Plaintiff that Plaintiff was to receive 9% of \$400,000,000.00 in connection with the purchase and sale of its shares in the Company, and that the remaining \$100,000,000.00 of the original purchase price was being distributed to Camber.

66. Vidiyala intentionally omitted or misrepresented these material facts in order to induce Plaintiff to execute the Definitive Agreements, which benefitted Vidiyala by increasing his pro rata share of the purchase price.

67. Plaintiff reasonably relied on the misrepresentations and omissions of Vidiyala – its representative, agent, and attorney-in-fact for, inter alia, the implementation of the Definitive Agreements – by executing the Definitive Agreements at Vidiyala’s direction and insistence without first reviewing their contents.

68. As a result of Plaintiff's reasonable reliance on Vidiyala's misrepresentations and omissions, Plaintiff has sustained damages in an amount to be determined at trial, but believed to be in excess of \$14,300,000.00.

AS AND FOR A FOURTH CAUSE OF ACTION
Against Vidiyala
(Breach of Fiduciary Duty)

69. Plaintiff repeats and reiterates the allegations contained in paragraphs "1" through "68" of the Complaint with the same force and effect as if set forth at length herein.

70. As the Minority Stockholder Representative and Plaintiff's agent and attorney-in-fact in connection with, inter alia, the implementation of the Definitive Agreements, Vidiyala owed fiduciary duties to Plaintiff including, but not limited to, the duties of loyalty. As such, Vidiyala was not permitted to act adversely to Plaintiff's interests and was obligated to disclose to Plaintiff his adverse interests.

71. Vidiyala breached his fiduciary duties to Plaintiff by, inter alia, concealing and misrepresenting material facts relating to the sale and purchase of Plaintiff's shares in the Company and deriving a personal benefit therefrom.

72. Specifically, Vidiyala failed to disclose to Plaintiff that Plaintiff was the only Stockholder to suffer a reduction in its pro rata share of the purchase price and that the reduction would be reallocated to the remaining Stockholders – including Vidiyala – who would thereby receive a greater pro rata share of the purchase price at Plaintiff's expense.

73. Vidiyala benefitted from the breach of his fiduciary duties by receiving a greater pro rata share of the purchase price to the detriment of Plaintiff.

74. As a direct result of Vidiyala's breach of his fiduciary duties to Plaintiff, Plaintiff has sustained damages in an amount to be determined at trial, but believed to be in excess of \$14,300,000.00.

AS AND FOR A FIFTH CAUSE OF ACTION
Against Shri
(Fraudulent Misrepresentation)

75. Plaintiff repeats and reiterates the allegations contained in paragraphs "1" through "74" of the Complaint with the same force and effect as if set forth at length herein.

76. Shri misrepresented material facts relating to the sale and purchase of Plaintiff's shares in the Company. Specifically, Shri misrepresented to Plaintiff that the purchase price for the Stockholder's shares would be reduced by \$100,000,000.00, and that sum would be paid to Camber.

77. Shri also misrepresented to Plaintiff that all of the Stockholders would share in the reduction of the purchase price proportionately according to their share ownership.

78. Shri intentionally misrepresented these material facts in order to defraud Plaintiff.

79. Plaintiff reasonably relied on the misrepresentations of Shri – another Stockholder in the Company, a closely held corporation – by executing the Definitive Agreements which were not consistent with Shri's representations.

80. As a result of Plaintiff's reasonable reliance on Shri's misrepresentations, Plaintiff has sustained damages in an amount to be determined at trial, but believed to be in excess of \$14,300,000.00.

AS AND FOR A SIXTH CAUSE OF ACTION

Against Shri
(Fraudulent Inducement)

81. Plaintiff repeats and reiterates the allegations contained in paragraphs “1” through “80” of the Complaint with the same force and effect as if set forth at length herein.

82. Shri misrepresented material facts relating to the sale and purchase of Plaintiff’s shares in the Company. Specifically, Shri falsely represented to Plaintiff that the purchase price for the Stockholder’s shares would be reduced by \$100,000,000.00, and that sum would be paid to Camber.

83. Shri also falsely represented to Plaintiff that all of the Stockholders would share in the reduction of the purchase price proportionately according to their share ownership.

84. Shri intentionally misrepresented these material facts in order to induce Plaintiff to execute the Definitive Agreements, which benefitted Shri by increasing its pro rata share of the purchase price.

85. Plaintiff reasonably relied on the false representations of Shri – another Stockholder in the Company, a closely held corporation – by executing the Definitive Agreements which were not consistent with Shri’s representations.

86. As a result of Plaintiff’s reasonable reliance on Shri’s false representations, Plaintiff has sustained damages in an amount to be determined at trial, but believed to be in excess of \$14,300,000.00.

AS AND FOR A SEVENTH CAUSE OF ACTION

Against Shri
(Breach of Fiduciary Duty)

87. Plaintiff repeats and reiterates the allegations contained in paragraphs “1” through “86” of the Complaint with the same force and effect as if set forth at length herein.

88. The Company is a closely held corporation and, as such, the former Stockholders of the Company owed fiduciary duties to each other.

89. Shri breached its fiduciary duty to Plaintiff by, inter alia, misrepresenting material facts relating to the sale and purchase of Plaintiff's shares in the Company and deriving a personal benefit therefrom.

90. Specifically, Shri falsely represented to Plaintiff that the purchase price for the Stockholder's shares would be reduced by \$100,000,000.00, that said sum would be paid to Camber, and that all of the Stockholders would share in a pro rata reduction of the purchase price based upon their share ownership.

91. In reality, the \$100,000,000.00 was never paid to Camber, the purchase price remained the same, Plaintiff was the only Stockholder to suffer a reduction in its pro rata share of the purchase price, and the reduction was reallocated to the remaining Stockholders – including Shri – who thereby received a greater pro rata share of the purchase price at Plaintiff's expense.

92. Shri benefitted from his breach of fiduciary duty by receiving a greater pro rata share of the purchase price to the detriment of Plaintiff.

93. As a direct result of Shri's breach of its fiduciary duties to Plaintiff, Plaintiff has sustained damages in an amount to be determined at trial, but believed to be in excess of \$14,300,000.00.

AS AND FOR AN EIGHTH CAUSE OF ACTION
Against Vidiyala, Shri, and Uppugalla
(Unjust Enrichment)

94. Plaintiff repeats and reiterates the allegations contained in paragraphs "1" through "93" of the Complaint with the same force and effect as if set forth at length herein.

95. Vidiyala, Shri, and Uppugalla have been enriched and/or otherwise benefitted by

receiving a portion of the purchase price for the Company's shares that rightfully belongs and is owed to Plaintiff.

96. Vidiyala, Shri, and Uppugalla's retention of the benefits that are due to their improper and/or unjust actions violates the fundamental principles of justice, equity, and good conscience.

97. By reason of the foregoing, Plaintiff has sustained damages in an amount to be determined at trial, but believed to be in excess of \$14,300,000.00.

WHEREFORE, Plaintiff respectfully requests judgment in favor of Plaintiff and against Defendants as follows:

- (i) on its First Cause of Action, damages in an amount to be determined at trial, but believed to be in excess of \$14,300,000.00;
- (ii) on its Second Cause of Action, damages in an amount to be determined at trial, but believed to be in excess of \$14,300,000.00;
- (iii) on its Third Cause of Action, damages in an amount to be determined at trial, but believed to be in excess of \$14,300,000.00;
- (iv) on its Fourth Cause of Action, damages in an amount to be determined at trial, but believed to be in excess of \$14,300,000.00;
- (v) on its Fifth Cause of Action, damages in an amount to be determined at trial, but believed to be in excess of \$14,300,000.00;
- (vi) on its Sixth Cause of Action, damages in an amount to be determined at trial, but believed to be in excess of \$14,300,000.00;
- (vii) on its Seventh Cause of Action, damages in an amount to be determined at trial, but believed to be in excess of \$14,300,000.00;

- (viii) on its Eighth Cause of Action, damages in an amount to be determined at trial, but believed to be in excess of \$14,300,000.00; and
- (ix) for such other and further relief in favor of Plaintiff as this Court deems just and proper under the circumstances.

Dated: Uniondale, New York
July 19, 2019

RIVKIN RADLER LLP
Attorneys for Plaintiff Shilpa Saketh Realty Inc.

By: /s/ Michelle A. Bholan
Michael P. Versichelli
Michelle A. Bholan
926 RXR Plaza
Uniondale, New York 11556
Telephone: (516) 357-3000
Facsimile: (516) 357-3333