

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

-----X
 ANTONIA NOBLE LUDWIG, as Administrator of :
 the ESTATE OF AVRAM LUDWIG, deceased and :
 individually and on behalf of BULL-POET, LLC, :
 :
 Plaintiffs, :
 :
 - against - :
 :
 WILLIAM A. SAHLMAN, DOUGLAS LIMAN, :
 BULL-POET LLC, DOUG LIMAN INC. and :
 HYPNOTIC INC, :
 Defendants. :
 -----X

Index No.: _____/22
Date Purchased: _____/22

SUMMONS

Plaintiff designates New York County as the place for trial. The basis of the venue designated is the location of the principal office of Bull-Poet, LLC.
Plaintiff's Address:
5565 Lindero Canyon Road, Suite 225
Westlake Village, California 91362

To the above-named defendants:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorneys within twenty (20) days after 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: New York, New York
April 4, 2022

LAW OFFICE OF ALLISON M. FURMAN, P.C.
Attorneys for Plaintiff
260 Madison Avenue, 15th Floor
New York, New York 10016
(212) 684-9400

By: 
ALLISON M. FURMAN

Defendants' Addresses:

William Sahlman
The Salman-Jones Group
Merrill Lynch, Pierce, Fenner & Smith, Inc.
114 West 47th Street, 14th floor
New York, New York 10036

Douglas Liman
32 Blacksmith Valley Road
Chilmark, Massachusetts 02535

Bull-Poet, LLC
c/o Kaplan Fox & Kilsheimer LLP
850 Third Avenue, 14th floor
New York, New York 10022

Doug Liman Inc.
71 Hudson Street
New York, New York 10013

Hypnotic Inc.
c/o CT Corporation System
28 Liberty Street
New York, New York 10005

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COMPLAINT

Plaintiff Antonia Noble Ludwig, as Administrator of the Estate of Avram Ludwig, deceased, individually and on behalf of Bull-Poet LLC (“Plaintiff”), by her attorneys, Law Office of Allison M. Furman, P.C., as and for her Complaint, alleges as follows:

THE PARTIES

1. Plaintiff is an individual with an address at 5565 Lindero Canyon Road, Suite 225, Westlake Village, California 91362.
2. Upon information and belief, defendant William A. Sahlman (“Sahlman”) is an individual with a business address at The Sahlman-Jones Group, Merrill Lynch, Pierce, Fenner & Smith Inc., 114 West 47th Street, 14th floor, New York, New York 10036.
3. Upon information and belief, defendant Douglas Liman (“Liman”) is an individual with an address at 71 Hudson Street, Apartment 6, New York, New York 10013.
4. Upon information and belief, defendant Bull-Poet LLC (“Bull-Poet”) is a New York limited liability company with an address at c/o Kaplan Fox & Kilsheimer LLP, 850 Third Avenue, 14th floor, New York, New York 10022.

5. Upon information and belief, defendant Doug Liman Inc. is a foreign entity which is authorized to conduct business in New York with an address at 71 Hudson Street, New York, New York 10013.

6. Upon information and belief, defendant Hypnotic Inc. is a foreign entity which is authorized to conduct business in New York with an address at c/o CT Corporation System, 28 Liberty Street, New York, New York 10005.

BACKGROUND FACTS

7. On or about August 26, 2014, Bull-Poet, a New York limited liability company, was formed.

8. The purpose of forming Bull-Poet was the ownership and maintenance of a forty two (42') foot Catalina sailboat.

9. Avram Ludwig ("Avram"), Sahlman and Liman were the members of Bull-Poet with equal membership interests.

10. On or about the date of its formation, the member of Bull-Poet executed an Operating Agreement.

11. With respect to dissolution, Article "VIII" of the Operating Agreement provides:

1. The Company shall be dissolved and wound upon the first to occur of the following events:
 - a. The written consent of a majority of the Members in interest;
 - b. The retirement, expulsion, death, bankruptcy or insanity of a Member;
 - c. The sale of all or substantially all of the business; or
 - d. A judicial decree of dissolution.

2. The events specified in Article 7 paragraph 1 shall not result in the dissolution, winding up and termination of the Company unless within ninety (90) days of the occurrence of an event, a majority in Capital Interests of the remaining Members elect to discontinue the business of the Company. The Company shall then commence the process of dissolution, winding up and termination.

12. On March 28, 2019, Avram passed away. Upon Avram's death, his membership interest in Bull-Poet passed to his Estate.

13. On August 13, 2019, Letters of Administration were issued to Plaintiff as the Administrator of the Estate of Avram.

14. Article "11(3)" of the Operating Agreement, which outlines the rights of members, provides:

Upon request, the Manager shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this paragraph shall be at the requesting Member's expense.

15. In accordance with Article "II(3)" of the Operating Agreement, Plaintiff requested financial information concerning Bull-Poet in 2020. Neither Sahlman nor Liman responded to Plaintiff's requests.

16. Left with no choice, Plaintiff retained counsel and, in or about March 2021, Plaintiff's prior counsel sent letters to Sahlman and Liman requesting financial information concerning Bull-Poet including but not limited to a valuation of the assets owned by Bull-Poet, copies of tax returns filed for Bull-Poet and copies of financial statements prepared for Bull-Poet. Neither Sahlman nor Liman provided any of the information requested.

17. In April 2021, Plaintiff's prior counsel sent letters to Sahlman and Liman again requesting that they provide the financial information concerning Bull-Poet. Sahlman and Liman failed to provide the information requested.

18. During a telephone call, Plaintiff's prior counsel learned why Sahlman and Liman failed to provide the information that had been requested.

19. On that call, Sahlman admitted that neither he nor Liman had prepared or caused to be prepared tax returns, financial statements or books of account for Bull-Poet or otherwise elected to dissolve Bull-Poet in accordance with Article "XIII(2)" of the Operating Agreement.

20. Sahlman and Liman's failure to continue operating the business or to dissolve and wind up Bull-Poet has exposed Bull Poet as well as its members to significant liability.

AS AND FOR A FIRST CAUSE OF ACTION

21. Plaintiff repeats and re-alleges each of the allegations set forth in paragraph "1" through "20" as if fully set forth herein.

22. Demand is excused to Bull-Poet's members as such demand would be futile. Sahlman and Liman, the other members, have shut Plaintiff out of the business of Bull-Poet and failed to fulfill their obligations to Plaintiff, a member of Bull-Poet, despite repeated demands for the same.

23. Article "II(2)" of the Operating Agreement provides in relevant part that: "[t]he property, business and affairs of the Company shall be managed by the Manager who shall be elected by a majority of the capital interests of the Members.."

24. At the organizational meeting of Bull-Poet held on August 26, 2014, Sahlman was elected as the manager for a term of one year or until his successor is named, whichever occurs later. To date, a successor has not been named.

25. Even though Sahlman was named as the managing member, Liman actually controlled Bull-Poet and/or served as the managing member with Sahlman since the inception of Bull-Poet.

26. Sahlman and Liman, as the managing member, owed duties of loyalty and good faith to Bull-Poet as well as to Plaintiff.

27. Sahlman and Liman have failed to act in the interest of Bull-Poet and properly operate the business or otherwise timely dissolve and wind up the affairs of Bull-Poet. As a result, damage has been caused to Bull-Poet.

28. By failing to act in the interest of Bull-Poet, Sahlman and Liman have breached the duties of loyalty and good faith to Plaintiff and Bull-Poet.

29. By reason of the foregoing, Plaintiff is entitled to a money judgment against Sahlman and Liman in an amount to be determined by the Court but in no event less than \$2,000,000.00.

AS AND FOR A SECOND CAUSE OF ACTION

30. Plaintiff repeats and re-alleges each of the allegations set forth in paragraph “1” through “29” as if fully set forth herein.

31. As the managing members, Sahlman and Liman were designated as the president and treasurer of Bull-Poet.

32. Article “III(5)” of the Operating Agreement provides that the president is obligated to handle the overall activities of Bull-Poet and the treasurer is required to handle all financial matters for Bull-Poet, maintain the financial records and prepare and present financial reports to Bull-Poet and its members.

33. Sahlman and Liman failed to handle the overall activities of Bull-Poet as well as maintain the financial records and prepared financial reports including tax returns for Bull-Poet.

34. By failing to file tax returns for Bull-Poet, Sahlman and Liman have subjected Bull-Poet to annual penalties which, upon information and belief, could be \$70,000 alone.

35. By reason of the foregoing, Plaintiff is entitled to a money judgment against Sahlman and Liman in an amount to be determined at trial but in no event less than \$500,000.

AS AND FOR A THIRD CAUSE OF ACTION

36. Plaintiff repeats and re-alleges each of the allegations set forth in paragraph “1” through “35” as if fully set forth herein.

37. Prior to his death, Sahlman and Liman failed to provide any documents to Avram concerning Bull-Poet including but not limited to accounting and financial records.

38. After Avram’s death, Sahlman and Liman elected to continue operating Bull-Poet.

39. As a successor in interest to Avram, Plaintiff and her prior counsel requested financial information relating to Bull-Poet but Sahlman and Liman have refused to provide any of the information sought.

40. Plaintiff has no adequate remedy at law.

41. By reason of the foregoing, Plaintiff is entitled to a judgment directing Sahlman and Liman to account to Plaintiff for all monies received and disbursed, and all acts and doings in connection with Bull-Poet for the period from August 26, 2014 to date and for judgment in the amount of one third of the profits.

AS AND FOR A FOURTH CAUSE OF ACTION

42. Plaintiff repeats and re-alleges each of the allegations set forth in paragraph “1” through “41” as if fully set forth herein.

43. Bull-Poet should be dissolved by the Court because it is not reasonably practicable to carry on the business of the entity in conformity with the Operating Agreement.

44. Bull-Poet still owns "Nite Cap," the 2001 forty two foot sailboat.

45. Sahlman and Liman have breached the Operating Agreement by failing to, inter alia, handle the overall activities of Bull-Poet which include maintaining, wintering and repairing the sailboat as well as failing to prepare and file tax returns for Bull-Poet which has subjected all of the members, including Plaintiff, to liability.

46. By reason of the foregoing, Plaintiff is entitled to an Order dissolving Bull-Poet and directing Sahlman and Liman to wind up the affairs of Bull-Poet in accordance with Article VIII of the Operating Agreement which should include selling the sailboat.

AS AND FOR A FIFTH CAUSE OF ACTION

47. Plaintiff repeats and re-alleges each of the allegations set forth in paragraph "1" through "46" as if fully set forth herein.

48. Article "IX(3)" of the Operating Agreement provides:

The Members shall cause to prepare all necessary tax returns for the Company and shall make appropriate elections concerning the tax year, the manner of accounting and any other election that the Members deem to be in the best interest of the Company.

49. In violation of Article "IX(3)" of the Operating Agreement, Sahlman and Liman have failed to prepare or otherwise cause to be prepared tax returns for Bull-Poet since its formation.

50. Plaintiff has no adequate remedy at law.

51. By reason of the foregoing, Plaintiff is entitled to an injunction compelling Sahlman and Liman to prepare and file Federal and New York State tax returns for Bull-Poet from its formation to date and to pay for all penalties and interest imposed.

AS AND FOR A SIXTH CAUSE OF ACTION

52. Plaintiff repeats and re-alleges each of the allegations set forth in paragraph “1” through “51” as if fully set forth herein.

53. Prior to his death, Avram had an agreement with Liman that he would provide personal assistant services in connection with a Netflix series called “Impulse” and, in exchange, Avram would be paid \$5,000 for each episode of the series that aired. Ten episodes of Impulse aired.

54. After Avram’s death, Doug Liman, Inc., an entity owned and controlled by Liman, issued a 2019 Form 1099 to Avram in the amount of \$93,049.

55. When questioned about the amount of \$93,049, Liman admitted that he took it upon himself and paid \$105,000 of expenses directly on behalf of Avram to prevent Medicaid from making a claim against Avram.

56. After being forced to explain the calculation, Doug Liman Inc. amended the 2019 Form 1099 to reflect \$0.00 and a new 2019 Form 1099 was issued by Hypnotic, Inc., another entity owned by Liman, in the amount of \$50,000 to match the terms of the agreement with Avram.

57. Avram did not perform any work for Liman or his entities in 2018 or 2019 because he was very ill prior to his death on March 28, 2019.

58. Despite the fact that he did not perform any services, Liman, through his entity Doug Liman, Inc. and then through his entity Hypnotic. Inc., issued 1099s in order to hide his own exposure to the fraud that he perpetrated upon Medicaid by paying Avram’s expenses.

59. By issuing false 1099’s, Doug Liman Inc. and Hypnotic Inc. have exposed the Estate of Avram to substantial income tax that would not be due and owing but for Liman’s conduct.

60. By reason of the foregoing, Plaintiff is entitled to a money judgment against Liman, Doug Liman Inc. and Hypnotic, Inc. in an amount to be determined at trial but in no event less than \$100,000.

WHEREFORE, Plaintiff demands judgment as follows:

- (i) on the first cause of action, a money judgment in favor of Plaintiff and against Sahlman and Liman in an amount to be determined by the Court but in no event less than \$2,000,000.00;
- (ii) on the second cause of action, a money judgment in favor of Plaintiff and against Sahlman and Liman in an amount to be determined by the Court but in no event less than \$500,000;
- (iii) on the third cause of action, a judgment directing Sahlman and Liman to account to Plaintiff for all monies received and disbursed, and all acts and doings in connection with Bull-Poet for the period from August 26, 2014 to date and for judgment in the amount of one third of the profits;
- (iv) on the fourth cause of action, an Order dissolving Bull-Poet and directing Sahlman and Liman to wind up the affairs of Bull-Poet in accordance with Article VIII of the Operating Agreement including selling the sailboat;
- (v) on the fifth cause of action, an Order granting an injunction compelling Sahlman and Liman to prepare and file Federal and New York State tax returns for Bull-Poet from its formation to date and to pay for all penalties and interest imposed.
- (vi) on the sixth cause of action, a money judgment in favor of Plaintiff and against Liman, Doug Liman Inc. and Hypnotic, Inc. in an amount to be determined at trial but in no event less than \$100,000; and

(vii) granting to Plaintiff such other and further relief as this Court deems just and proper.

Dated: New York, New York
April 4, 2022

LAW OFFICE OF ALLISON M. FURMAN, P.C.
Attorneys for Plaintiff
260 Madison Avenue, 15th floor
New York, New York 10016
(212) 684-9400

By:  _____
ALLISON M. FURMAN