

# **EXHIBIT A**

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

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JG CLUB HOLDINGS, LLC, as assignee of TDK Holdings,  
LLC, Individually and derivatively  
on behalf of JACARANDA CLUB, LLC,

Index No. 652246/10

Plaintiffs,

- against -

JACARANDA HOLDINGS, LLC, DAVID M. TALLA  
a/k/a MICHAEL TALLA and CLUB AT 60<sup>TH</sup> ST., INC.

Defendants.

**INTERVENOR PLAINTIFFS  
GRKS II LLC'S AND DZ  
VENTURES LLC'S COMPLAINT  
FOR DISSOLUTION**

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GRKS II LLC and DZ VENTURES LLC, Individually  
and derivatively on behalf of JACARANDA CLUB, LLC,

Intervenor Plaintiffs,

- against -

JACARANDA CLUB, LLC,

Intervenor Defendant.

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Intervenor Plaintiffs GRKS II LLC ("GRKS II") and DZ Ventures LLC ("DZ Ventures"),  
by their undersigned attorneys, state the following as and for their Complaint for Dissolution  
against Intervenor Defendant Jacaranda Club, LLC ("Jacaranda"):

1. GRKS II is a limited liability company, validly formed that existing pursuant to the laws of the State of New York. As such, I am fully familiar with the facts stated in this affidavit.
2. GRKS II owns a 5.7% membership interest in plaintiff JG Club Holdings, LLC ("JG Club").

3. DZ Ventures is a limited liability company, validly formed and existing pursuant to the laws of the state of Delaware.

4. DZ Ventures owns a 1.175% membership interest in Plaintiff JG Club.

5. Other than that minority ownership interest in Plaintiff JG Club, DZ Ventures does not do business in New York and is therefore not required to be authorized to do business in New York as a prerequisite for bringing this action.

6. JG Club's only business is its 48.9% ownership interest in Plaintiff/Intervenor Defendant Jacaranda.

7. Jacaranda's only business is, in turn, the operation of the self-described "gentlemen's nightclub," restaurant and bar known as "Sapphire New York," located at 333 East 60<sup>th</sup> Street, New York, New York (hereinafter, "Sapphire").

8. Plaintiffs' claims against Defendants Jacaranda Holdings, LLC ("Jacaranda Holdings"), David M Talla (a/k/a/ Michael Talla, hereinafter "Talla") and Club at 60<sup>th</sup> St., Inc. ("Club at 60<sup>th</sup>") are fully set forth in Plaintiffs' Amended Verified Complaint, and in the affidavits of Nicholas Florio and Jeff Wasserman sworn to March 21 and 28, 2011, respectively, and, to avoid burdening the Court with unnecessary repetition, are instead incorporated by reference herein with the same force and effect as if fully stated herein. Copies of Plaintiffs' Amended Verified Complaint, the Florio Affidavit and the Wasserman Affidavit are attached to this Complaint as Exhibits A, B and C, respectively.<sup>1</sup>

9. Though Plaintiffs have been vigorously prosecuting this action, Plaintiff JG Club in its Amended Complaint essentially seeks to have this Court issue a judgment that would attempt to micromanage the business of Jacaranda to an extent that is neither reasonable nor

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<sup>1</sup> The Florio and Wasserman affidavits were submitted in support of Plaintiffs' prior motion for an accounting. The Florio and Wasserman Affidavits are attached and being electronically filed without the exhibits to each.

practicable, and which would materially and substantially violate the Jacaranda Operating Agreement.

10. Specifically, among other things, Plaintiffs' Amended Complaint seeks a judgment from this Court directing that JG Holdings manage the ongoing business of Jacaranda, which would be a direct violation of the Jacaranda Operating Agreement, which states at Paragraph 2 thereof that the Managing Member of Jacaranda is Jacaranda Holdings. Plaintiff's Amended Complaint even requests that this Court direct the terms of the lease between Jacaranda and its landlord, Club at 60<sup>th</sup>, a company also owned or controlled by Defendant Talla. A copy of Jacaranda's Operating Agreement is attached as Exhibit D.

11. Accordingly, while Intervenor Plaintiffs GRKS II's and DZ Ventures fully share in and agree with Plaintiffs' complaints against Jacaranda Holdings and Talla, movants respectfully disagree with Plaintiffs that the appropriate solution is to seek a judgment from this Court that will by definition violate Jacaranda's Operating Agreement, and condemn all of the parties to continue operating under conditions that have proven to be completely untenable.

12. This is particularly so in light of the fact that Sapphire, the business operated by Jacaranda, occupies space pursuant to a lease with Defendant Club at 60<sup>th</sup>, a company owned or controlled by Defendant Talla.

13. This Court simply cannot be expected (and should not attempt) to continuously intervene in perpetuity in the disputes between the parties regarding the operation of Sapphire. Jacaranda should be dissolved (hopefully through the successful sale of Sapphire), and the profits (if any) from the sale should be distributed among the proper parties. Of course, Plaintiffs' claim for damages to date should be resolved by this Court as in the case of any lawsuit, and the judgment with respect to such damages appropriately applied in connection with whatever ultimate distribution from the dissolution occurs.

14. Intervenor Plaintiffs GRKS II and DZ Ventures are entitled to bring this action derivatively on behalf of Plaintiff JG Club because the same is in the best interests of JG Club and those in control of JG Club have refused to take such action after due demand was made by the Intervenor Plaintiffs upon them.

**AS AND FOR THE INTERVENOR PLAINTIFFS' CLAIM FOR RELIEF**

15. The Intervenor Plaintiffs repeat and reallege each allegation set forth in and incorporated by reference and Paragraphs 1 to 14 above, with the same force and effect as if the same were fully set forth herein.

16. Intervenor Defendant Jacaranda should be dissolved pursuant to Section 702 of the New York Limited Liability Company Law on the ground that it is not reasonably practicable to carry on the business of Jacaranda (i.e., the operation of Sapphire) in conformity with the Jacaranda Operating Agreement.

WHEREFORE, it is respectfully requested that this Court issue an order directing the dissolution of Plaintiff Jacaranda together with such other relief as the Court deems just and proper.

Dated: Melville, New York  
November 15, 2011

EISENBERG & CARTON

By: 

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Attorneys for Intervenor Plaintiffs  
GRKS II, LLC and DZ VENTURES, LLC,  
individually and derivatively on behalf of,  
JG CLUB HOLDINGS, LLC

VERIFICATION

Lloyd M. Eisenberg, an attorney duly admitted to practice before the courts of the State of New York, affirms that the following statements are true under penalty of perjury:

I am the attorney for Intervenor Plaintiffs GRKS II, LLC and DZ VENTURES, LLC, individually and derivatively on behalf of, JG CLUB HOLDINGS, LLC, in the within action. I have read the foregoing INTERVENOR PLAINTIFFS GRKS II LLC'S AND DZ VENTURES LLC'S COMPLAINT FOR DISSOLUTION and know the contents thereof. The contents are true to my own knowledge except as to matters therein stated to be alleged upon information and belief, and as to those matters I believe them to be true. This Verification is made by me because said Intervenor Plaintiffs maintain no office or place of business in the same county in which I maintain my sole office. The grounds of my knowledge and belief are my review of documents and information received by me from said Intervenor Plaintiffs, as well as my review of the papers filed in the pending action.

Dated: Melville, New York  
November 15, 2011



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Lloyd M. Eisenberg