

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

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JOSEPH LEHEY, individually and as a
Member of FSJ, LLC, a Delaware Limited
Liability Company, on behalf of himself
and all other members of FSJ, LLC
similarly situated and in the right of
FSJ, LLC,

Plaintiff,

-against-

TIM GOLDBURT, MATT SANDY, DAVID PERILLO,
FSJ IMPORTS, LLC, RAM PHOSPHORIX, LLC,
GENERAL PHOSPHORIX, LLC, JOSEPH RUBIN,
KEVIN MULLINS, AMJG, LLC, and
FRANCIS MASSIE,

Defendants.
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Index No.

Plaintiff designates
New York County as the
place of trialThe basis of the
venue is designation
by parties.SUMMONSPlaintiff resides at
697 Charnwood Drive
Wyckoff, NJ 07481

10112623

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 the service
of this summons, exclusive of the day of service (or within 30 days
after the service is complete if this summons is not personally
delivered to you within the State of New York); and in case of your
failure to appear or answer, judgment will be taken against you by
default for the relief demanded in the complaint.

Dated: Garden City, New York
September 17, 2010

JULES A. EPSTEIN, P.C.

By: _____

Jules A. Epstein
Attorneys for Plaintiff
600 Old Country Road, Suite 505
Garden City, New York 11530
(516) 745-1325

FILED
SEP 24 2010
COUNTY CLERK'S OFFICE
NEW YORK

Defendants' Addresses:

FSJ IMPORTS, LLC
501 Madison Avenue Suite 604
New York, NY 10022

RAM PHOSPHORIX, LLC
440 Saw Mill River Road
Ardsley, NY 10502

GENERAL PHOSPHORIX, LLC
440 Saw Mill River Road
Ardsley, NY 10502

AMJG, LLC
c/o Secretary of State

TIM GOLDBURT
501 Madison Avenue Suite 604
New York, NY 10022

OR

440 Saw Mill River Road
Ardsley, NY 10502

FRANCIS MASSIE
456 Tappan Road
Northvale, NJ 07647

MATT SANDY
501 Madison Avenue Suite 604
New York, NY 10022

OR

440 Saw Mill River Road
Ardsley, NY 10502

DAVID PERILLO
157 N. Franklin Street
Nyack, NY 10960

JOSEPH RUBIN
Rubin Bailin
501 Madison Avenue 14th Fl
New York, NY 10022

KEVIN J. MULLINS
336 West Street
White Plains, NY 10605

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

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JOSEPH LEHEY, individually and as a
Member of FSJ, LLC, a Delaware Limited
Liability Company, on behalf of himself
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Index No.

**VERIFIED
COMPLAINT**

Plaintiff,

-against-

TIM GOLDBURT, MATT SANDY, DAVID PERILLO,
FSJ IMPORTS, LLC, RAM PHOSPHORIX, LLC,
GENERAL PHOSPHORIX, LLC, JOSEPH RUBIN,
KEVIN MULLINS, AMJG, LLC, and
FRANCIS MASSIE,

Defendants.

16112623

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S I R S :

PLEASE TAKE NOTICE that Plaintiff, by his attorneys JULES A.
EPSTEIN, P.C., complaining of the Defendants respectfully sets
forth and alleges:

JURISDICTIONAL STATEMENT/COMMON STATEMENT OF FACTS

1. At all relevant times, Plaintiff was and is a resident of
the State of New Jersey.

2. Upon information and belief at all relevant times,
Defendant Tim Goldburt ("Goldburt") was and is resident of the
State of New York, County of Westchester.

3. Upon information and belief at all relevant times,
Defendant Matt Sandy ("Sandy") was and is a resident of the State
of New York, County of New York.

4. Upon information and belief at all relevant times, Defendant David Perillo ("Perillo") was and is a resident of the State of New York.

5. Upon information and belief at all relevant times, Defendant FSJ Imports, LLC ("FSJ Imports") was and is a limited liability company organized under the laws of Delaware and authorized to do business in the State of New York.

6. Upon information and belief at all relevant times, Defendant Ram Phosphorix, LLC ("Ram") was and is a domestic limited liability company with its principal place of business in Westchester County, New York.

7. Upon information and belief at all relevant times, Defendant General Phosphorix, LLC ("General") was and is a domestic limited liability company with its principal place of business in Westchester County, New York.

8. Upon information and belief at all relevant times, Defendant Joseph Rubin ("Rubin") was and is a resident of the State of New York and an attorney at law duly licensed to practice law in the State of New York.

9. Upon information and belief, Rubin holds an economic interest in Ram and/or General.

10. Upon information and belief at all relevant times, Defendant Kevin Mullins ("Mullins") was and is a resident of the State of New York and a certified public accountant licensed to practice accountancy in the State of New York.

11. Upon information and belief, all relevant times, Defendant Francis Massie ("Massie") was and is a resident of the State of New Jersey.

12. Upon information and belief at all relevant times, Defendant AMJG, LLC ("AMJG") was and is a Delaware limited liability company.

13. Plaintiff asserts no claims against AMJG. AMJG is a necessary party to this action as a member of the company and joined as a defendant in order to afford complete relief.

14. At all relevant times, FSJ, LLC (the "Company") was and is a Delaware limited liability company authorized to do business in the State of New York.

15. Upon information and belief at all relevant times, Goldburt was and is the manager, member, owner and shareholder of FSJ Imports.

16. Upon information and belief at all relevant times, Goldburt was and is the manager, member, owner and shareholder of Ram.

17. Upon information and belief at all relevant times, Goldburt was and is the manager, owner, member and shareholder of General.

18. Upon information and belief at all relevant times, Sandy was and is the manager, member, owner and shareholder of FSJ Imports.

19. Upon information and belief at all relevant times, Sandy was and is the manager, member, owner and shareholder of Ram.

20. Upon information and belief at all relevant times, Sandy was and is the manager, member, owner and shareholder of General.

21. At all relevant times upon information and belief, FSJ Imports was and is Goldburt's alter ego.

22. At all relevant times upon information and belief, Ram was and is Goldburt's alter ego.

23. At all relevant times upon information and belief, General was and is Goldburt's alter ego.

24. At all relevant times upon information and belief, FSJ Imports was and is Sandy's alter ego.

25. At all relevant times upon information and belief, Ram was and is Sandy's alter ego.

26. At all relevant times upon information and belief, General was and is Sandy's alter ego.

27. This Court has jurisdiction of this matter because the claims arose in New York.

28. This Court has jurisdiction and venue of this matter pursuant to agreement of the parties.

29. At all relevant times, Plaintiff was and is a member of the Company owning 10% of the outstanding member interests of the Company.

30. At all relevant times, the other members of the Company were and still are Ram, Sandy, Perillo, Massie and AMJG.

31. At all relevant times, Plaintiff, Ram, Perillo, Massie, Sandy and AMJG owned and still owns all the membership interests in the Company.

32. On or about June 15, 2007 plaintiff and the other members of the Company executed an Operating Agreement (the "Operating Agreement").

33. A copy of the Company's Operating Agreement is annexed as Exhibit "1".

34. Pursuant to a certain Subscription Agreement dated as of June 25, 2007, Plaintiff invested and contributed capital of \$7,500,000 in the Company (the "Investment").

35. The Company's sole source of capital was and is Plaintiff's Investment.¹

36. Plaintiff and Goldburt and Perillo executed a Letter of Intent on June 15, 2007 with respect to plaintiff's investment in the Company ("Letter of Intent"). A copy of the Letter of Intent is annexed as Exhibit "2".

37. The Letter of Intent provides that Plaintiff is entitled to priority return of his capital investment before profit distributions to members.

¹Subject to any capital investment in the Company by AMJG.

38. The Company's business purpose was and is the development, production, distribution and marketing of a unique brand of distilled spirit products under the trade name "Medea Vodka" (the "Medea Brand").

39. Defendants represented to plaintiff that the Company's business plan is to patent, develop, produce, market and distribute Medea Brand products in patented bottle containers incorporating a wireless electronic, illuminating message system capable of, *inter alia*, displaying and transmitting personal messages, commercial advertising or other commercial content on a screen on the exterior of the bottle container (the "Message System").

40. Upon information and belief, Goldburt is registered as the owner and inventor of Patents or Patent Applications for the components of the Message System and bottle container designs in the US Patent and Trademark Office.

41. To induce Plaintiff to contribute his investment in the Company, Goldburt, Sandy and Perillo represented to Plaintiff that Plaintiff's Investment would be used for the propose of developing and commercially exploiting the Company's intellectual property consisting of the Patents and Trademark described in this complaint.

42. Ownership of the Patents and/or Patent Applications and derivations thereof is vital to the Company's business and value and to production, marketing, distribution and development of the Company's Medea Brand of products.

43. A schedule of the Patents and Patent Applications is annexed as Exhibit "3".

44. The expenses associated with developing and registering the Patents were paid for with the funds Plaintiff invested in the Company.

45. The Patents are owned by the Company.

46. Goldburt holds the Patents in constructive trust for the Company.

47. Upon information and belief, Sandy is registered as the owner of the Medea Vodka trademark (the "Trademark") in the US Patent and Trademark Office to Sandy.

48. The Trademark was registered in February, 2009.

49. The expenses associated with developing and registering the Trademark were paid for with the funds Plaintiff invested in the Company.

50. The Trademark is owned by the Company.

51. Sandy holds any interest in the Trademark, as registrant or otherwise, in constructive trust for the Company.

52. The Trademark is vital to the Company's business and value and to the production, marketing and distribution of the Company's Medea Brand of products.

53. Plaintiff has made demands upon Goldburt to execute and deliver appropriate, recordable assignments of the Patents and Patent Applications to the Company, and to cause such registrations

to be recorded with the United State Patent and Trademark Office ("PTO") and to deliver proof of such registration to Plaintiff and to transfer ownership of the Patents and Patent Applications to the Company.

54. Plaintiff has made demands upon Sandy to execute and deliver an appropriate assignment of the Trademark to the Company and to cause such trademark registration to be recorded with the PTO and transfer ownership of the Trademark to the Company.

55. Goldburt and Sandy have refused Plaintiff's demands to transfer the aforesaid intellectual property to the Company.

FIRST CAUSE OF ACTION

(BREACH OF CONTRACT - EXPENDITURES ABOVE \$50,000)

56. Plaintiff repeats, reiterates and realleges the allegations set forth above.

57. The Operating Agreement (Article II(4)) provides that Company expenditures exceeding of \$50,000 require Plaintiff's written consent:

"The following issues when decided by the Manager(s) and/or the majority of the Membership Interest shall also require the consent of Joe Lehey until such time as he has received in any form from the Company and/or Perillo Massie, Inc. and/or Enlightened Brands, Inc. a cumulative total amount equal to \$10,000,000 or the Company becomes a public company by initial public offering (IPO) or reverse merger or otherwise:

1. Any sale or merger of or acquisition by the Company;

2. Any expenditure by the Company that exceeds \$50,000."

58. Upon information and belief, Defendants Goldburt and Sandy caused the Company, without Plaintiff's written consent, to make all the expenditures in excess of \$50,000 recorded in the Company's general ledger in breach of the Operating Agreement.

59. A copy of the general ledger is annexed as Exhibit "4".

60. Upon information and belief, Goldburt and Sandy caused the Company to transfer funds to FSJ Imports, Ram and General as set forth on the Company's purported balance sheet.

61. A copy of the balance sheet which is annexed as Exhibit "5".

62. Said transfers including, but not limited to, transfer of the \$2,000,000 Certificate of Deposit herein below described, were made without Plaintiff's written consent in breach of the Operating Agreement.

63. By reason of said Defendants' said breach of contract, Plaintiff has been damaged in a sum to be determined by the Court.

**SECOND CAUSE OF ACTION (DECLARATORY JUDGMENT AND
PERMANENT INJUNCTION TO REMOVE GOLDBURT AS MANAGER)**

64. Plaintiff repeats, reiterates and realleges the allegations set forth above.

65. Article II of the Operating Agreement designates Perillo and Goldburt as the managers of the Company (the "Managers").

66. Article II(2) provides for the removal of a Manager as follows:

"Any Manager may be removed by a vote of all of the other Members of the Company (i.e., exclusive of the Member-Manager(s)) only for reasons of theft, fraud or forgery relating to the Company, and such removal will be deemed an election for the Company to dissolve, unless all of the Members (exclusive of the Member-Managers(s)s) agree otherwise."

67. On July 22, 2010, a super majority of the Members of the Company other than Goldburt voted in accordance with the Operating Agreement to demand Goldburt's resignation as co-manager by reason of his theft and fraud relating to Company funds and notified Goldburt that he would be removed as co-manager if he failed to resign before the next meeting of the members.

68. The Members voted to remove Goldburt as Manager upon learning of Goldburt's misconduct including the following acts:

(i) Pledge of the Company's \$2,000,000 Citibank certificate of deposit as collateral for General's \$2,000,000 line of credit obtained from Citibank. The Company received no consideration for pledging the CD. Upon information and belief, General defaulted on its line of credit and the CD was liquidated by Citibank in satisfaction of General's obligation to Citibank. Plaintiff was not notified of and did not consent to Goldburt's pledging CD. Upon information and belief, Goldburt embezzled the proceeds of General's line of credit.

(ii) Goldburt caused himself, Perillo, Massie and Sandy to be paid, collectively, approximately \$1,500,000 of company funds.

(iii) Upon information and belief, Goldburt engaged in self dealing with respect to purchase of raw materials and component parts, goods and services.

(iv) Goldburt, in contravention of the Operating Agreement, denied Plaintiff access to all the Company's books and records in furtherance of Goldburt's scheme to conceal from Plaintiff his self-dealing and looting of the Company. Instead Goldburt has furnished selective and incomplete records which, upon information and belief, are not maintained in the ordinary course of business nor in accordance with GAAP, to further obfuscate his misconduct.

(v) Goldburt caused the Company to grossly overpay for raw materials, component parts and product production, goods and services.

(vi) Goldburt caused the Company to overproduce an inventory of approximately 600,000 bottles of Medea Vodka, despite the fact that the Company is in a start-up business phase and lacks a distribution system and has not developed market demand for its products, let alone as large an inventory as that produced by Goldburt.

69. On July 28, 2010 at a meeting attended by all members and managers, a super majority of the members voted to enforce their previous resolution to remove Goldburt as co-manager.

70. Notwithstanding the Members' vote and notification of his removal as co-manager, Goldburt remains in possession of the Company's books, records and property, continues to hold himself out and act as the Company's Manager.

71. Upon information and belief, Goldburt contends that he was not lawfully removed as Manager.

72. By reason of the foregoing, a justiciable controversy exists between Plaintiff and Defendant whether Goldburt has been removed as Co-Manager of the Company.

73. Plaintiff has no adequate remedy at law.

74. Plaintiff has not made any effort to secure the Company's initiation of action to remove Goldburt as Manager because Goldburt controls the Company's actions.

75. Any effort to cause the managers of the Company to remove Goldburt as manager pursuant to the members' vote, is futile and not likely to succeed because of Goldburt's control of the Company as manager.

76. Plaintiff is entitled to judgment declaring Goldburt is removed as co-Manager of the Company.

77. Plaintiff is entitled to a judgment permanently enjoining and restraining Goldburt from acting or holding himself as a Manager of the Company, and directing Goldburt to deliver all company property in possession to the Company.

THIRD CAUSE OF ACTION

(ASSIGNMENT OF INTELLECTUAL PROPERTY)

78. Plaintiff repeats, reiterates and realleges the allegations set forth above.

79. "Medea Vodka" is the Trademark for the Company's brand of products.

80. Sandy is the registered owner of the Medea Vodka Trademark in the United States Patent and Trademark Office (the "Trademark Registration").

81. A copy of the Trademark Registration is annexed as Exhibit "6".

82. The development and registration of the Trademark was paid for with Company funds provided by Plaintiff's Investment.

83. Letters Patent have been issued and/or Patent Applications are pending for the inventions identified on Schedule "3" annexed (the "Patents").

84. The Patents are registered with the United States Patent and Trademark Office in Goldburt's name as owner and inventory name.

85. The expenses associated with development and registration of the Patents was paid for with Company funds provided by Plaintiff's Investment.

86. To induce Plaintiff to make his Investment in the Company, Goldburt and Sandy promised, represented and warranted to Plaintiff that all intellectual property and future derivations thereof shall be owned and commercially exploited by the Company.

87. The Company is the equitable and legal owner of the Patents.

88. The Company is the equitable and legal owner of the Trademark.

89. Despite due demand, Sandy has failed and refused to assign and register ownership of the Trademark to the Company.

90. Despite due demand, Goldburt has failed and refused to assign and transfer ownership of the Patents to the Company.

91. The Trademark and Patents are held and owned by Sandy and Goldburt in constructive trust for the Company.

92. Plaintiff has made no effort to secure initiation of action by the Company to obtain assignment and ownership of the Trademark and Patents by reason of the fact that Goldburt is a manager of the Company, and will not take any action to cause the Company to obtain ownership and assignment of the Trademark Registration and Patents.

93. Plaintiff has made no effort to cause the manager of the Company to bring an action to obtain assignment of the Trademark Registration and Patents and to obtain ownership thereof because any such effort would be futile given Goldburt's position as Company manager.

94. By virtue of the foregoing, Plaintiff is entitled to judgment declaring that the Trademark and Patents are owned by the Company, and judgment directing Goldburt and Sandy to assign, execute and deliver assignments of the Trademark and Patents in recordable form.

FOURTH CAUSE OF ACTION

(ASSIGNMENT OF TRADEMARK REGISTRATION AND PATENTS - FRAUD)

95. Plaintiff repeats, reiterates and realleges the allegations set forth above.

96. In or about May, 2007, Defendants Goldburt and Sandy represented and warranted to Plaintiff that upon Plaintiff's contribution of his Investment in the Company, the intellectual property relating to the Medea Vodka Brand and its components and future derivations thereof shall be developed, owned and commercially exploited by the Company.

97. The aforesaid representations and warranties were made by Goldburt and Sandy to Plaintiff to induce him to make the Investment.

98. But for Goldburt's and Sandy's representations with respect to the assignment and ownership of intellectual property, Plaintiff would not have made his Investment in the Company.

99. The aforesaid representations and warranties by Goldburt and Sandy with respect to ownership and assignment of the Trademark to the Company were false and known by said Defendants to be false at the time made, in that Sandy had no intention of assigning ownership of the Trademark or any intellectual property to the Company.

100. The aforesaid representations and warranties by Goldburt with respect to ownership and assignment of the Patents to the Company were false and known by said Defendants to be false at the time made, in that Goldburt had no intention of assigning ownership of the Patents or any intellectual property to the Company.

101. Plaintiff reasonably relied on Goldburt's and Sandy's aforesaid representations and had no knowledge of their falsity.

102. By reason of the foregoing, Plaintiff has been damaged in the sum of \$7,500,000 or such sum as determined by the Court.

FIFTH CAUSE OF ACTION

(ACCOUNTING)

103. Plaintiff repeats, reiterates and realleges the allegations set forth above.

104. At all relevant times, Sandy has held himself out and acted as defacto manager of the Company.

105. Upon information and belief, Goldburt and Sandy failed to invest and expend the Investment for the business purposes of the Company and in furtherance of the Company's business.

106. Upon information and belief, Goldburt and Sandy failed to keep the Company's capital and funds separate from other funds, businesses and property.

107. Upon information and belief, Goldburt and Sandy caused the Company's funds to be commingled with other funds for said Defendants' personal gains.

108. Upon information and belief, Goldburt caused not less than \$2,000,000 of Plaintiff's funds invested in the Company to be delivered for Goldburt's personal gain.

109. Article III(4) of the Operating Agreement requires the Company to deliver all state and federal income tax returns to Plaintiff:

"Annual Income Tax Returns and Reports: Within 60 days after the end of each tax year of the Company, a copy of th Company's state and federal income tax returns for such tax year shall be mailed or otherwise provided to each Member of the Company, together with any additional information and forms necessary for each Member to complete his or her individual state and federal income tax returns. This additional information shall include federal (and, if applicable, state) income tax reporting forms and a financial report, which shall include a balance sheet and profit and loss statement (which shall include a detailed description of the income and expenses of the Company) for the prior tax year of the Company."

110. Despite due demand, the Company has failed and refused to provide copies of its income tax returns to Plaintiffs.

111. Article VII(1)(c) of the Operating Agreement authorizes Plaintiff to inspect the Company's financial and corporate records and to obtain copies thereof upon reasonable notice to the Company:

"Any Member may inspect any and all financial and corporate records maintained by the Company upon reasonable notice to the Company. All such records shall, however, remain confidential, and the Member inspecting such records shall not disclose such records to third parties without the permission of the Company, such permission not to be unreasonably withheld, it being understood that Members shall be entitled to provide such records to their tax and legal advisors so long as such advisors are bound by the same confidentiality obligation as the Member. Copying of the Company's records by Members is allowed, although copying costs shall be paid by the requesting Member."

112. Despite due demand, the Company has failed and refused to allow Plaintiff to inspect and photocopy the Company's financial and corporate records.

113. By reason of the foregoing, Plaintiff is entitled to a full accounting of the Company's affairs and finances and of the Investment.

SIXTH CAUSE OF ACTION

(TURNOVER OF TAX RETURNS, FINANCIAL AND CORPORATE RECORDS)

114. Plaintiff repeats, reiterates and realleges the allegations set forth above.

115. Defendants Goldburt, Sandy and/or Mullins are in possession and control of the Company's books and records.

116. Despite due demand and in contravention of the provisions of the aforecited provisions of the Operating Agreement, said Defendants have failed and refused to provide to Plaintiff copies of the Company's filed State and Federal income tax returns, and have frustrated, denied and interfered with Plaintiff's right to inspect and copy the Company's financial and business records.

117. By virtue of the foregoing, Plaintiff is entitled to judgment ordering and directing Defendants to (i) provide full and complete and accurate copies of the Company's filed state and federal income tax returns, and (ii) make available for Plaintiff's inspection and photocopying all of the Company's financial and business records.

118. Plaintiff has no adequate remedy at law.

SEVENTH CAUSE OF ACTION

(WASTE, DIVERSION AND EMBEZZLEMENT MISMANAGEMENT)

119. Plaintiff repeats, reiterates and realleges the allegations set forth above.

120. At all relevant times, Sandy has acted and held himself out as defacto manager of the Company.

121. Notwithstanding holding himself out as manager, the members of the Company did not appoint Sandy as a manager and Sandy had no authority to act as manager.

122. Goldburt and Sandy have mismanaged and wasted the Company's business and property in the following ways:

(i) The profit and loss statement ("P&L Statement") furnished by Sandy to Plaintiff discloses that the Company has generated no sales or income, other than \$283,000 of unidentified "ordinary income" from General. A copy of the P&L Statement is annexed as Exhibit "6".

(ii) Notwithstanding their failure to generate product sales, said Defendants nonetheless caused the Company to produce and purchase approximately 600,000 bottles of finished products now stored in a warehouse.

(iii) Said Defendants caused the Company to grossly overpay for goods and services in connection with producing and marketing the Company's finished products, which said Defendants are unable or unwilling to sell to market to the public.

123. Upon information and belief, Goldburt and Sandy have misappropriated, looted, wasted, embezzled and diverted Company funds for non-business purposes and to their own use and benefit in a sum to be determined by the Court, but believed to be not less than all of Plaintiff's \$7,500,000 Investment.

124. Upon information and belief, Goldburt and/or Sandy caused Company funds and assets to be transferred to their alter egos FSJ Imports, Ram, and General in sums presently unknown to Plaintiff but believed to be in excess of \$5,000,000.

125. The fund transfers to FSJ Imports, Ram and/or General were made for no consideration and solely for Goldburt's and Sandy's personal benefit.

126. Such fund transfers were implemented by said Defendants in bad faith and in breach of their respective fiduciary duties to the Company.

127. Goldburt and/or Sandy wasted, looted, mismanaged, embezzled and diverted the Company's business in the following manner:

(i) Pledge of a the Company's \$2,000,000 Citibank certificate of deposit as collateral for a \$2,000,000 line of credit obtained from Citibank by General. The Company received no consideration for pledging the CD and the Company. Upon information and belief, General defaulted on its line of credit and the CD was liquidated by Citibank in satisfaction of General's obligation to Citibank. Plaintiff was not notified of and did not consent to Goldburt's pledge of the CD. Upon information and belief, Goldburt embezzled the proceeds of General's line of credit.

(ii) Goldburt caused himself, Perillo, Massie and Sandy to be paid, collectively, approximately \$1,500,000 of Company funds.

(iii) Upon information and belief, Goldburt and/or Sandy engaged in self dealing with respect to purchase of raw materials, component parts, goods and services.

(iv) Goldburt and/or Sandy have concealed the Company's books and records from Plaintiff in furtherance of their scheme to conceal from Plaintiff their self-dealing and embezzled of Company funds.

(v) Goldburt and/or Sandy caused the Company to grossly overpay for raw materials, component parts and product production, goods and services.

(vi) Goldburt and/or Sandy caused the Company to grossly overproduce an inventory of approximately 600,000 bottles of Medea Brand Vodka, despite the fact that the Company is in a start-up business phase lacking a distribution system and market for its products.

128. Defendants' (i) overproduction of inventory which the Company lacks the means to distribute and lacks a market demand for and (ii) gross overpayment for raw materials, goods and services are explainable only as Goldburt's and Sandy's gross mismanagement or as evidence of their self-dealing and looting Company funds.

129. By reason of the foregoing, the Company has been damaged in a sum to be determined by the Court but believed to be not less than \$7,500,000.

130. Plaintiff has made no effort to secure initiation of action by the managers of the Company because Goldburt is the Company manager and will not cause the Company to take such action.

131. Any demand upon the Company to take action with respect to such transfers and misappropriations is futile because any demand upon Goldburt to bring action against himself, Sandy and/or his alter egos is not likely to succeed.

EIGHTH CAUSE OF ACTION

(FRAUDULENT CONVEYANCE)

132. Plaintiff repeats, reiterates and realleges the allegations set forth above.

133. The Company, acting through Goldburt and/or Sandy, transferred funds to Goldburt, Sandy, FSJ Imports, Ram and General.

134. Such transfers are identified and set forth in the Company's general ledger and balance sheet annexed to this complaint.

135. Upon information and belief, Company funds were also transferred to Rubin.

136. The Company pledged, and subsequently forfeited, the CD as collateral for a bank loan or line of credit extended by Citibank to General.

137. Upon information and belief, the proceeds of the Citibank line of credit and therefore, effectively, the CD pledged as collateral for said line of credit were received by Goldburt for his personal gain.

138. All the aforesaid fund transfers are herein described as the "Fraudulent Transfers".

139. The Fraudulent Transfers were made to the transferees, to wit - Defendants FSJ Imports, Ram, General, Rubin, Sandy and Goldburt - without fair consideration and with the intent to defraud the Company and Plaintiff of his Investment.

140. FSJ Imports, Ram, Goldburt, Sandy, Rubin and/or General received and accepted the Fraudulent Transfers with knowledge of Goldburt's and/or Sandy's wrongful and fraudulent intent.

141. The aforesaid transfers were initiated, implemented, caused and conducted by Goldburt and/or Sandy.

142. The aforesaid transfers were made by Goldburt and/or Sandy with the intent to defraud the Company and Plaintiff out of his Investment.

143. The Company was rendered insolvent by the Fraudulent Transfers.

144. Plaintiff demands judgment that the Fraudulent Transfers herein described be adjudged fraudulent as to the Company and Plaintiff, that same be vacated and set aside, and that all of the funds transferred be restored to the Company with interest.

145. Plaintiff has made no demand upon the Company to initiate action to recover the Fraudulent Transfers because of the reason aforesaid stated that any such demand would be futile.

146. By virtue of the foregoing, Plaintiff is entitled to recover and be awarded his attorneys' fees pursuant to New York Debtor and Creditor Law §276-a.

NINTH CAUSE OF ACTION

(CONSTRUCTIVE TRUST)

147. Plaintiff repeats, reiterates and realleges the allegations set forth above.

148. At all relevant times, the Company was and is the lawful owner of the funds constituting the Fraudulent Transfers to Defendants FSJ Imports, Ram, Goldburt, Sandy, Rubin and General.

149. Although demanded, no portion of these funds have been restored to the Company.

150. By virtue of the foregoing, a trust should be impressed upon Defendants FSJ Imports, Ram, Goldburt, Sandy, Rubin and General in a sum equal to the Fraudulent Transfers.

151. Plaintiff has made no demand upon the Company to initiate action to impress a constructive trust on the funds so transferred to Defendants FSJ Imports, Ram, Goldburt, Sandy, Rubin and General because of the reasons afore stated that any such demand would be futile.

TENTH CAUSE OF ACTION

(WASTE AND MISMANAGEMENT)

152. Plaintiff repeats, reiterates and realleges the allegations set forth above.

153. At all relevant times, Defendant Goldburt and Sandy have been in control of the Company's business and affairs.

154. At all relevant times, Defendant Goldburt and Sandy have acted as the Company's managers.

155. Defendants Goldburt and Sandy have been negligent in the performance of their duties, have mismanaged the Company and have wasted the Company's assets in the following ways:

a. Payment of excessive, unearned and unwarranted compensation to Defendant Goldburt, Sandy, Perillo and Massie.

b. Unauthorized and fraudulent transfers of Company funds for no consideration to FSJ Imports, Ram, Goldburt Rubin, Sandy and/or General.

c. Failure to generate any income or sales, other than the \$283,000 of unidentified "ordinary income" from General.

d. Gross overpayment for goods and services on the Company's behalf.

e. Failure to effectively and profitably market and develop the Company's Medea Vodka Brand of products.

f. Wasted expenditures on materials, inventory, sales, marketing and "partner compensation" over and above the fair and reasonable cost and expense for such goods and services.

g. Wanton and reckless overproduction of product inventory for which the Company had yet to develop market demand and effective marketing and distribution systems.

h. Failure to account to Plaintiff for the Company's business and affairs.

i. Failure to account to Plaintiff for his Investment.

j. Failure to cause the Trademark and Patents to be assigned to and owned by the Company.

k. Failure to make reasonable business efforts to commercially exploit the Trademark and Patents.

l. Unauthorized pledge of the Company's \$2,000,000 certificate of deposit with Citibank as collateral for General's obligations. The Company received no consideration for pledge of its funds to secure General's obligation solely for Goldburt's personal financial gain.

156. By reason of the foregoing, the Company has been damaged in an amount as determined by the Court.

157. By reason of the foregoing, Plaintiff is entitled to judgment removing Goldburt, Sandy and Perillo as managers of the Company and authorizing the non-managers to appoint new managers.

158. For the reasons set forth above, Plaintiff has made no demand upon the managers of the Company to bring action to remove Defendants Goldburt and Perillo as managers and to recoup the damages suffered by the Company because any such demand would be futile.

ELEVENTH CAUSE OF ACTION

(AIDING AND ABETTING BREACH OF FIDUCIARY DUTIES)

159. Plaintiff repeats, reiterates and realleges the allegations set forth above.

160. At all relevant times, Defendant Rubin served as counsel for the Company.

161. At all relevant times, Defendant Mullins was the accountant for the Company.

162. At all relevant times, Defendant Rubin was aware that the Investment was the Company's primary if not sole source of capital.

163. At all relevant times, Defendant Mullins was aware that the Investment was the Company's primary source of capital.

164. Upon information and belief, Rubin substantially assisted Goldburt and Sandy in breaching their fiduciary duties to the Company by (a) providing legal advice to them to Goldburt and Sandy exclude Plaintiff from the Company's business and affairs and deny Plaintiff access to the Company's tax returns, books and records; (b) facilitating the Fraudulent Transfers described herein; (c) devising, recommending and implementing the "structure" of ownership of the Company to facilitate Goldburt's and Sandy's wrong doing and embezzlement; and (d) and providing legal advice to counsel having the effect of interfering with transfer of the Trademark Register and Patents to the Company.

165. Upon information and belief at all relevant times, Rubin held an economic interest in FSJ Imports, Ram and/or General.

166. Upon information and belief, Rubin performed and continues to perform legal services for and/or acted and continues to act as the Company's general counsel.

167. Because of his economic interest in FSJ Imports, Ram and/or General, Rubin had an actual conflict of interest with respect to his representation of the Company.

168. Rubin did not disclose his conflict of interest to Plaintiff or the Company.

169. Upon information and belief, Defendant Mullins substantially assisted Goldburt and Sandy in breaching their fiduciary duties to the Company by, inter alia, (a) denying Plaintiff access to the Company's corporate and financial records in Mullins' possession; (b) failing and refusing to provide copies of the Company's federal and state income tax return to Plaintiff; (c) preparing and filing tax returns that do not allocate the Company's capital losses to Plaintiff's Investment in the Company; and (d) causing or permitting false and/or misleading information or alterations to be placed in the Company's books and records to conceal the Company's waste and mismanagement, diversion and conversion of Company assets and the Fraudulent Transfers.

170. By reason of the foregoing, the Company has been damaged in a sum to be determined by the Court.

171. For the reasons set forth above, Plaintiff has made no demand upon the managers of the Company to take action against Defendants Rubin and Mullins because any such demand would be futile.

TWELFTH CAUSE OF ACTION

(RESCISSION)

172. Plaintiff repeats, reiterates and realleges the allegations set forth above.

173. Plaintiff was provided no prospectus or similar type materials from Defendants disclosing and describing (i) the risks of the Investment; (ii) the Company's business plans, financial performance or predictions of future performance; (iii) Defendants' knowledge or skills in the industry in which the Company intended to do business; (iv) Defendants' backgrounds and experience in operating a business of the Company's nature; (v) the tax consequences of the Investment and of the Company's accounting methods and practices; (vi) the Company's intended tax practice to allocate only 10% of company losses to Plaintiff even through Plaintiff contributions all or virtually all of the Company's capital.

174. Plaintiff was induced to make the Investment, execute his Subscription Agreement and execute the Operating Agreement, all in reliance upon representations and warranties made to him by Defendants Goldburt, Sandy and Perillo that:

a. The Trademark shall be developed, commercially exploited and owned by the Company;

b. The Patents shall be developed, commercially exploited and owned by the Company;

c. Defendants were experienced, capable, skilled and knowledgeable in the production, sales and marketing of distilled spirits and innovative beverage products incorporating new wireless technology;

d. Defendants Goldburt and Perillo would operate the business honestly, invest and expend the Investment wisely, prudently and solely in furtherance of the Company's business purposes, and would not waste, mismanage, convert or divert or fraudulently transfer the Company's assets, in particular Plaintiff's Investment;

e. Defendants Goldburt and Perillo would hold the Investment in trust and exercise fiduciary responsibility with respect to the use of the Investment to commercially exploit the Trademark and Patents and commercially develop and market the Medea Vodka Brand of products;

f. That said Defendants would act with the upmost good faith and fidelity toward Plaintiff; and

g. That said Defendants would make available to Plaintiff, upon his demand, the Company's tax returns, financial and corporate records.

175. At all relevant times, Defendants knew Plaintiff relied upon their aforesaid representations when warranties in making the Investment.

176. The aforesaid representations and warranties were false when made to Plaintiff, were known by Defendants to be false, or

were made with reckless disregard for the truth of said representations and warranties, in that:

a. The Trademark and Patents have not been transferred and assigned to the Company and said Defendants have no intention of transferring or assigning ownership of the Trademark and Patents to the Company;

b. Said Defendants have wasted, looted, embezzled, mismanaged, diverted and/or fraudulently conveyed the Company's assets and, in particular, the Investment;

c. Said Defendants are not skilled, experienced, capable and knowledgeable in the commercial exploitation of the Trademark Registration and Patents nor in the production, distribution and marketing of distilled spirits, and/or beverage products incorporating new wireless technology, or Defendants have not exerted their best efforts in furtherance of the Company's purposes and have no intention in doing so.

177. Plaintiff reasonably relied on Defendants' warranties and representations in making the Investment.

178. But for Defendants aforesaid representations and warranties, Plaintiff would not have made the Investment nor would Plaintiff have executed the Subscription Agreement and the Operating Agreement.

179. Plaintiff has no adequate remedy at law.

180. By virtue of the foregoing, Plaintiff demands judgment, in the alternative, rescinding his Subscription Agreement and the

Operating Agreement and directing Defendants to pay over to Plaintiff the entire amount of his Investment with interest and rendering to Plaintiff a full and complete accounting the Investment.

THIRTEENTH CAUSE OF ACTION

(ATTORNEYS' FEES)

181. Plaintiff repeats, reiterates and realleges the allegations set forth above.

182. Pursuant to New York Debtor & Creditor Law §276-a and pursuant to 6 Delaware Code §18-1004, Plaintiff is entitled to an award of his reasonable expenses including reasonable attorneys' fees incurred in connection with bringing and prosecuting this action from the Company.

WHEREFORE, Plaintiff demands judgment as follows:

1. On the first cause of action, judgment against Defendants Goldburt and Sandy in an amount as determined by the Court.

2. On the second cause of action, judgment declaring and ordering that Defendant Goldburt is removed as a manger of FSJ, LLC, and enjoining and restraining Goldburt from acting or holding himself out as a Manager of FSJ, LLC and ordering Goldburt to deliver to FSJ, LLC all of its property in his possession.

3. On the third cause of action, declaratory judgment ordering and directing that the Medea Brand Trademark Registration

registered in the US Patent and Trademark Office under registration #3694115 and that patent and patent applications registered in the US Patent and Trademark Office under Patent or Patent Application #11588494, #11821334, #11821335, #11821349, #12004427 and #29/316573 be transferred and assigned to FSJ, LLC, and declaring that FSJ, LLC is the owner of the said Trademark and Patent or the Patent Applications and the inventions covered thereunder.

4. On the fourth cause of action, judgment in favor of Plaintiff against Defendants Goldburt and Sandy in the sum of \$7,500,000 or in such amounts determined by the Court.

5. On the fifth cause of action, directing Defendants Goldburt, Sandy and Mullins to provide the complete accounting of the Company's financial affairs business and operations to Plaintiff.

6. On the sixth cause of action, judgment ordering and directing Defendants Goldburt, Sandy and/or Mullins to deliver to Plaintiff true and correct copies of all federal or state income tax returns filed by FSJ, LLC and to provide to Plaintiff access to inspect and photocopy all company books and ledgers including but not limited to its financial books and records.

7. On the seventh cause of action, judgment in favor of FSJ, LLC against Defendants Goldburt and Sandy in such sums as determined by the Court.

8. On the eights cause of action, judgment against Defendants FSJ Imports, LLC, Ram Phosphorix, LLC, General

Phosphorix, LLC, Goldburt, Sandy and Rubin in such sums as determined by the Court, and awarding Plaintiff his attorneys fees and expenses pursuant to New York Debtor and Creditor Law Section 276.

9. On the ninth cause of action, judgment in favor of FSJ, LLC impressing a constructive trust upon their funds and property owned or belonging to FSJ, LLC in the possession or control of Defendants Goldburt, Sandy, FSJ Imports, LLC, Ram Phosphorix, LLC, Rubin, General Phosphorix, LLC in amount as determined by the Court.

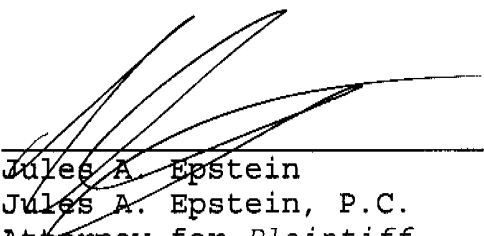
10. On the tenth cause of action, judgment in favor of FSJ, LLC removing Defendants Goldburt and Sandy as managers of the Company and authorizing members of the Company FSJ, LLC to appoint new managers.

11. On the eleventh cause of action, judgment on behalf of FSJ, LLC against Defendants Rubin and Mullins in such amounts as determined by the Court.

12. On the twelfth cause of action, in the alternative, rescinding the subscription agreement executed by Plaintiff for his Investment in FSJ, LLC and rescinding the Operating Agreement of FSJ, LLC executed by and directing Defendants other than Mullins and Rubin to pay over to Plaintiff the entire amount of his Investment with interest and to render a full and complete accounting of the investment to Plaintiff.

13. On the thirteenth cause of action, an award of attorneys fees and expenses to Plaintiff pursuant to Delaware Code 18-1014 and New York Debtor and Creditor Law Section 276-a as determined by the Court.

Dated: Garden City, New York
September 17, 2010



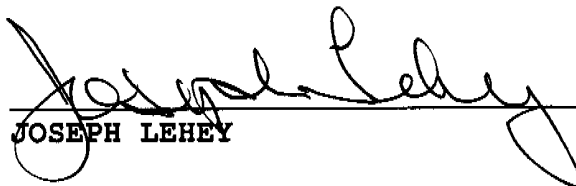
Jules A. Epstein
Jules A. Epstein, P.C.
Attorney for *Plaintiff*
600 Old Country Road, Suite 505
Garden City, NY 11530
(516) 745-1325

VERIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

JOSEPH LEHEY, being duly sworn, deposes and says:

I am the Plaintiff in the within action; I have read the foregoing **COMPLAINT** and know the contents thereof; the same is 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.


JOSEPH LEHEY

Sworn to before me on this
19th day of September, 2010



Notary Public

JULES A. EPSTEIN
NOTARY PUBLIC, State of New York
No. 4663760
Qualified in Nassau County
Commission Expires May 31, 1911

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

Index No:

JOSEPH LEHEY, individually and as a Member of FSJ, LLC, a Delaware Limited Liability Company, on behalf of himself and all other members of FSJ, LLC similarly situated and in the right of FSJ, LLC,

Plaintiff,

-against-

TIM GOLDBURT, MATT SANDY, DAVID PERILLO, FSJ IMPORTS, LLC, RAM PHOSPHORIX, LLC, GENERAL PHOSPHORIX, LLC, JOSEPH RUBIN, KEVIN MULLINS, AMJG, LLC, and FRANCIS MASSIE,

Defendants.

SUMMONS AND COMPLAINT

JULES A. EPSTEIN, P.C.
Attorney for Plaintiff
600 Old Country Road, Suite 505
Garden City, NY 11530
(516) 745-1325
(516) 222-1499 (Fax)

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: 9/17/10

Signature [Signature]

Print Signer's Name JULES A. EPSTEIN

Service of a copy of the within is hereby admitted

Dated,
Attorney(s) for Defendants

SIR: PLEASE TAKE NOTICE

NOTICE OF ENTRY that the within is a (certified) true copy of a entered in the office of the clerk of the within named Court on 2010

NOTICE OF SETTLEMENT that an Order of which the within is a true copy will be presented for settlement to the one of the judges of the within named Court, at 100 Supreme Court Drive, Mineola, NY on , at 9:30 A. M.

Dated: Yours, etc.,
Jules A. Epstein, P.C.
Attorney for Plaintiff
600 Old Country Road, Suite 505
Garden City, NY 11530
(516) 745-1325
(516) 222-1499 (Fax)