

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

GARY CAMP

Plaintiff,

v.

PREMIER EDUCATION GROUP, L.P.,
PREMIER EDUCATION GROUP, GP, INC.,
W. RODERICK GAGNE,
ROBERT L. BAST,
W. RODERICK GAGNE AND ROBERT
BAST, AS TRUSTEES OF THE ELIZABETH
B. BRENNAN FAMILY TRUST #2 FBO
ELIZABETH LOWER GAGNE,
W. RODERICK GAGNE AND ROBERT
BAST, AS TRUSTEES OF THE ELIZABETH
B. BRENNAN FAMILY TRUST #2 FBO
PHILIP B. GAGNE,
PIONEER EDUCATION, LLC,
PIONEER EDUCATION MANAGER, INC.,
ROBERT L. BAST, TRUSTEE OF THE
ROBERT L. BAST IRREVOCABLE TRUST,
W. RODERICK GAGNE, TRUSTEE FOR THE
ELIZABETH BRENNAN TRUST FBO
E. GAGNE, and
W. RODERICK GAGNE, TRUSTEE FOR THE
ELIZABETH BRENNAN TRUST FBO
PHILIP GAGNE

Defendants.

CIVIL ACTION

NO.

COMPLAINT

Gary Camp brings this Complaint against Premier Education Group, L.P., Premier Education Group, GP, Inc., W. Roderick Gagne, Robert L. Bast, W. Roderick Gagne and Robert L. Bast, as trustees of the Elizabeth B. Brennan Family Trust #2 FBO Elizabeth Lower Gagne, and the Elizabeth B. Brennan Family Trust #2 FBO Philip B. Gagne, Pioneer Education, LLC, Pioneer

Education Manager, Inc., Robert L. Bast, as trustee of the Robert L. Bast Irrevocable Trust, W. Roderick Gagne, trustee of the Elizabeth B. Brennan Trust FBO E. Gagne, and as trustee of the Elizabeth B. Brennan Family FBO Philip B. Gagne, and avers:

PARTIES

1. Plaintiff Gary Camp (“Camp”) is an individual and a citizen of the Commonwealth of Massachusetts, residing at 200 Cislak Drive, Ludlow, Massachusetts.

2. Defendant Premier Education Group, L.P. (“Premier”) is a privately owned Pennsylvania limited partnership with its principal place of business located at 545 Long Wharf Drive, New Haven, Connecticut.

3. Defendant Premier Education Group, GP, Inc. (“PEG GP”) is a Pennsylvania corporation with a place of business located at 100 South Shore Drive, East Haven, Connecticut. At all relevant times, PEG GP is the general partner of Premier and retains a at least a 5% limited partnership interest in Premier and, as such, has an interest in the outcome of this case and is necessary to the adjudication of the parties’ claims.

4. Defendant W. Roderick Gagne (“Gagne”) is an individual and a citizen of the Commonwealth of Pennsylvania, residing at 515 Cresheim Valley Road, Wyndmoor, Pennsylvania. Gagne owns a 15.8333% limited partnership interest in Premier and, as such, has an interest in the outcome of this case and is necessary to the adjudication of all of the parties’ claims.

5. Defendant Robert L. Bast (“Bast”) is an individual and a citizen of the Commonwealth of Pennsylvania, residing at 110 Spruce Lane, Ambler, Pennsylvania. Bast owns at a 47.5% limited partnership interest in Premier and, as such, has an interest in the outcome of this case and is necessary to the adjudication of all of the parties’ claims.

6. Defendants Gagne and Bast are co-trustees of the Elizabeth B. Brennan Family Trust #2 FBO Elizabeth Lower Gagne, a Pennsylvania trust formed pursuant to that certain amended and restated deed of trust dated January 12, 1994 (“Trust 1”) which owns a 15.8333% limited partnership interest in Premier and, as such, Trust 1 has an interest in the outcome of this case and is necessary to the adjudication of all of the parties’ claims.

7. Defendants Gagne and Bast are also co-trustees of the Elizabeth B. Brennan Family Trust #2 FBO Philip B. Gagne, a Pennsylvania trust formed pursuant to that certain amended and restated deed of trust dated January 12, 1994 (“Trust 2” and, collectively with Trust 1, the “Trusts”) which owns a 15.8333% limited partnership interest in Premier and, as such, Trust 2 has an interest in the outcome of this case and is necessary to the adjudication of all of the parties’ claims.

8. Defendant Pioneer Education, LLC (“Pioneer”) is a Delaware limited liability company with its principal office located at 100 South Shore Drive, Suite 125, East Haven, Connecticut.

9. Defendant Pioneer Education Manager, Inc. (“Pioneer Manager”) is a Delaware corporation with offices located at 44 Sewall Street, Ludlow, Massachusetts. Pioneer Manager is a member and manages Pioneer and purports to own a 4% interest in Pioneer.

10. Defendant Robert L. Bast Irrevocable Trust (the “Bast Trust”) is a Pennsylvania trust with a reported address of 110 Spruce Avenue, Ambler, Pennsylvania. Camp believes that Robert L. Bast is the trustee of the Bast Trust, which purports to own a 48% majority interest in Pioneer and, as such, has an interest in the outcome of this case and is necessary to the adjudication of all of the parties’ claims.

11. Defendant Elizabeth Brennan Trust FBO E. Gagne, (“Pioneer Trust 1”) is a Pennsylvania trust which a reported address of 3000 Two Logan Square, Philadelphia, PA. Camp

believes that Gagne is the trustee of the Pioneer Trust 1, which purports to own a 16% interest in Pioneer and, as such, has an interest in the outcome of this case and is necessary to the adjudication of all of the parties' claims.

12. Defendant Elizabeth Brennan Trust FBO Philip Gagne ("Pioneer Trust 2 and, collectively with Pioneer Trust 1, the "Pioneer Trusts") is a Pennsylvania trust with a reported address of 3000 Two Logan Square, Philadelphia, PA. Camp believes that Gagne is the trustee of the Pioneer Trust 2, which purports to own a 16% interest in Pioneer and, as such, has an interest in the outcome of this case and is necessary to the adjudication of all of the parties' claims.

13. The other member of Pioneer is Gagne, who purports to own a 16% interest in Pioneer.

JURISDICTION AND VENUE

14. This Court has diversity jurisdiction over this action pursuant to 28 U.S.C. §1332 because the case is between citizens of different states in that Plaintiff is a citizen of the Commonwealth of Massachusetts, and all of its partners other than Camp are citizens of states other than the Commonwealth of Massachusetts, and the amount in controversy, exclusive of interest and costs, exceeds the sum or value of \$75,000.00.

15. Venue is proper in this district under 28 U.S.C. §1391(b) in that one or more of the defendants reside in the Commonwealth of Pennsylvania and a substantial part of the events giving rise to the claims asserted in this complaint occurred in this district.

BACKGROUND

16. After having been solicited by Gagne and Bast, in July of 1998, Camp became employed by Premier Education Group, L.P. ("Premier") as its Chief Executive Officer until his retirement in October 2015. Camp was the President of Premier from July 1998 until mid-2015.

17. Premier offers professional vocational education and hands-on training at campuses located in the Northeastern, Mid-Atlantic and Southern United States. Premier's programs include training for careers in various healthcare specialties.

18. At the outset of his employment, Camp was given the responsibility for resolving and did resolve many regulatory issues that arose prior to Camp's employment, involving Premier's compliance with government programs regarding the receipt of financial aid.

19. Over the next three years, Camp was instrumental in building Premier's infrastructure in preparation of the growth and expansion of the company in the educational services industry. In 2001, Camp acquired for Premier three additional facilities from which Premier offered professional vocational education.

20. In 2001, Camp decided to leave Premier. As an incentive and consideration for Camp to continue his employment with and remain involved in Premier, Premier granted Camp an option to acquire limited partner interests in Premier as described in an Option Agreement dated as of October 1, 2001.

21. Camp was granted and exercised his option and thereby acquired a 10% limited partnership interest in Premier.

22. By letter dated February 24, 2002, Premier granted Camp seven additional options to purchase a limited partnership interest in Premier in order to further induce Camp to continue his employment with Premier as its CEO and President.

23. Camp exercised the additional option provided by Premier to acquire an additional 10% limited partnership interest in Premier and paid Premier the \$1,000,000 option fee in 2011.

24. As a result of his having exercised these options, Camp now holds a 20% limited partnership interest in Premier.

25. As the CEO and President of Premier, Camp focused on a plan to grow Premier's business and over the next fourteen plus years did so by launching over thirty (30) additional campuses located in more than ten states in the Northeastern, Mid-Atlantic and Southern United States. Under Camp's direction, Premier became one of the fastest growing privately owned providers of professional education in that service industry.

26. Camp increased Premier's gross revenues from \$20,000,000 in 2000 to over \$140,000,000 in 2010.

27. As Chief Executive Officer of Premier, and as an inducement for Camp to continue his employment with Premier, Camp was entitled to participate in incentive compensation programs established by Premier which were based upon Premier's yearly earnings.

28. In addition to his salary, Premier agreed to pay Camp an annual bonus in an amount equal to 10% of Premier's EBIDTA for each year (the "Annual Bonus").

29. In or about 2007 Premier established a program to provide life insurance for its senior employees. Bast and Gagne promised that Premier would insure Camp, as an owner of Premier, under a plan which provided Camp with a \$2,500,000 death benefit which was to be funded through the payment of \$500,000 annually for a period of five years.

30. Premier failed to pay Camp his Annual Bonus for 2011 and 2012 and, as a result, Premier owed Camp compensation for his Annual Bonus in an amount in excess of \$3,100,000.00. Camp, and Bast and Gagne on behalf of Premier, agreed that the amount owed by Camp for his purchase of the additional 10% interest under the options granted to and exercised by Camp (resulting in Camp having a 20% interest in Premier) would be paid from the total Annual Bonus for years 2011 and 2012 due Camp from Premier. As a result, the purchase price for Camp's full 20% interest in Premier was then paid in full and the balance of Camp's 2011 and 2012 Annual Bonuses

were paid.

31. In 2006, Camp became aware that a cosmetology school located in Springfield, Massachusetts was available to purchase. Recognizing the potential to expand and diversify Premier's business, Camp suggested and Bast and Gagne agreed that acquiring a cosmetology school would further expand Premier's business.

32. In July 2006, Defendant Pioneer was formed for the purpose of acquiring the cosmetology school and thereafter offered professional vocational education and hands-on training primarily in the cosmetology service industry.

33. Bast, Gagne and Camp agreed that Camp would run the day-to-day operations of Pioneer and focus on growing that business as well as Premier's business, with Bast and Gagne maintaining financial control over both Pioneer and Premier.

34. Bast, Gagne and Camp agreed that Camp would own 20% of Pioneer with the remaining ownership divided among the Bast Trust, which holds the largest membership interest, Gagne, and the Pioneer Trusts.

35. Pioneer Manager was formed as a management company to manage Pioneer and the Pioneer schools. Pioneer Manager was managed by Camp. Because Camp would be in charge of maintaining the day-to-day business operations of Pioneer, Camp was made a member of the board of directors of Pioneer Manager and was named as Pioneer Manager's President and Secretary.

36. Pioneer Manager paid millions of dollars to Premier for management fees but Camp received no compensation for managing Pioneer.

37. Bast, Gagne and Camp agreed that Camp would receive 20% of the annual profits derived from the operations of Pioneer for Camp's 20% ownership interest.

38. Distributions of profit were given annually to Pioneer's members, except for Camp. For instance, in 2014 alone, Pioneer reported profits in the aggregate amount of \$1,106,379 and distributed thousands of dollars to members (other than Camp).

39. Camp did not receive any distributions for his 20% membership interest in Pioneer. Instead, Bast and Gagne sought to diminish Camp's interest in Pioneer and, through Pioneer's representative, advised Camp that he merely had a "10% profit interest" in Pioneer, which increased when the "other profit interest holder was removed," thereby denying Camp's ownership interest.

40. In the meantime, Premier continued to expand and remained profitable under Camp's management and direction. Between 2004 and 2014, Premier earned over \$1 billion dollars in gross revenue and realized profits from operations of over \$175 million dollars.

41. In or about April 2015, Camp was removed from the day-to-day oversight of Premier's business operations and Premier hired a new chief executive officer.

42. Premier, Bast and Gagne failed to make any distribution to Camp for his 20% limited partner interest despite Premier's profitability and notwithstanding that distributions were made to other limited partners. Instead, Bast and Gagne caused millions of dollars to be distributed to themselves and the Trusts over which they had control without regard to Camp's rights and ownership interest.

43. Despite having paid \$1,000,000 for his 20% interest, Premier, Bast and Gagne have now taken the position that Camp did not exercise his option to purchase an interest in Premier, and have falsely advised Camp that he cannot now do so because Premier failed to obtain the requisite approval from the United States Department of Education.

44. In truth, Premier, Bast and Gagne, intentionally and fraudulently failed to take the

necessary steps to obtain DOE approval of the transfer of the 20% interest to Camp and misrepresented to Camp that DOE had not approved the transfer.

**COUNT I – VIOLATION OF THE MASSACHUSETTS WAGE ACT
(Against Premier)**

45. Camp incorporates herein by reference the allegations of paragraphs 1 through 44 above as though set forth at length.

46. As an inducement to Camp to continue his employment with Premier, Camp was given the opportunity to participate in incentive compensation program established by Premier in which Premier agreed to pay Camp an Annual Bonus each year in an amount equal to 10% of Premier's earning under EBIDTA.

47. Premier paid Camp Annual Bonus under the parties' agreement until 2013 when Premier failed and refused to pay Camp an Annual Bonus due to Camp for 2013 in the amount of \$575,600.00. Premier further failed and refused to pay Camp an Annual Bonus due to Camp for 2014 in the amount of \$490,000.00.

48. Additionally, Premier has failed to compensate Camp for his work and services as the Chief Executive Officer of Pioneer.

49. The Annual Bonus and compensation due to Camp constitute wages under Massachusetts' Wage Act, M.G.L.A. c.149, §148 (the "Wage Act").

50. Premier's failure to pay Camp his wages is a violation of the Wage Act.

51. Pursuant to §150 of the Wage Act, Camp is entitled to an award of treble damages, costs and his attorneys' fees incurred in this action for the failure of Premier to pay Camp wages.

WHEREFORE, Camp demands judgment against Premier for compensatory damages, mandatory treble damages, in excess of \$75,000, together with costs of suit and attorneys' fees, and such other relief as this Court finds just and proper.

**COUNT II – BREACH OF CONTRACT
(Against Premier)**

52. Camp incorporates herein by reference the allegations of paragraphs 1 through 51 above as though set forth at length.

53. Premier agreed to pay Camp an Annual Bonus each year Camp was employed by Premier in an amount equal to 10% of EBIDTA.

54. Applying the formula under that agreement, Premier owes Camp an Annual Bonus in the sum of \$575,600.00 for 2013 and an Annual Bonus in the sum of \$490,000.00 for 2014.

55. Premier breached its agreement with Camp by failing and refusing to pay Camp the agreed upon Annual Bonuses.

56. Camp has suffered damages of loss compensation as a direct and proximate result of Premier's breach of contract with Camp.

WHEREFORE, Camp demands judgment against Premier for compensatory damages in excess of \$75,000, together with costs of suit and attorneys' fees, and such other relief as this Court finds just and proper.

**COUNT III – DECLARATORY RELIEF
(Against Premier, PEG GP, Bast, Gagne, and the Trusts)**

57. Camp incorporates herein by reference the allegations of paragraphs 1 through 56 above as though set forth at length.

58. In or about October 2001, in consideration of Camp's continued employment with Premier, Camp was granted a 10% limited partnership interest in Premier.

59. Under the terms of the February 24, 2002 option agreement, Premier granted Camp additional seven options to purchase up to an additional 10% interest in Premier for a total purchase price of \$1,000,000.

60. Camp exercised his options, paid Premier in excess of \$1,000,000 and, as a result, holds a 20% limited partnership interest in Premier.

61. Between 2001 and 2015, Bast and Gagne acknowledged and recognized Camp's limited partnership interest in Premier in all respects, except to make distributions of profit to Camp.

62. Despite having acknowledged Camp's ownership interest and accepting Camp's \$1,000,000.00 in exchange for his ownership interest, Premier, Bast and Gagne, individually and as co-trustees of the Trusts, now maintain that Camp did not and cannot exercise his option to acquire a 20% ownership interest in Premier.

63. A real case and controversy exists between Camp, on one hand, and Premier and its general and other limited partners, PEG GP, Bast and Gagne, individually and as co-trustees of the Trusts, concerning Camp's ownership interest in Premier and that controversy is ripe for a decision in that an ownership interest in Premier affects the company's and owners' tax liability and the operations and growth of the company and/or potential sale of Premier.

64. Defendants' assertion that Camp did not and could not have exercised his option to acquire a 20% limited partnership interest in Premier is without merit.

65. A declaration regarding Camp's claim will resolve this controversy.

66. Camp and the other partners of Premier, both limited and general of have a substantial, direct and immediate interest in a resolution of the subject matter of this action.

WHEREFORE, Camp requests that the Court enter judgment, declaring that Camp holds a 20% interest in Premier, and for such further declaratory relief as this Court deems just.

**COUNT IV – BREACH OF CONTRACT – PARTNERSHIP DISTRIBUTIONS
(Against Premier)**

67. Camp incorporates herein by reference the allegations of paragraphs 1 through 66

of his Counterclaim as though set forth at length.

68. At all times relevant to the matters set forth herein, it was understood and agreed by and among Camp, Bast and Gagne that distributions of year end profits were made to all partners.

69. As a holder a 20% interest in Premier, Camp is entitled under the partners' agreement to receive proportional distributions of year end profits from Premier.

70. Despite Camp's demand, Premier has failed and refused to make any distribution of profits to Camp as a limited partner.

71. As a direct and proximate result of Premier's conduct, Camp has and will continue to suffer damages.

WHEREFORE, Camp demands judgment against Premier for compensatory damages in excess of \$75,000, together with costs of suit and attorneys' fees, and such other relief as this Court finds just and proper.

**COUNT V – UNJUST ENRICHMENT
(Against Premier)**

72. Camp incorporates herein by reference the allegations of paragraphs 1 through 71 above as though set forth at length.

73. Camp continued his employment with Premier with the understanding and agreement that he would be paid an Annual Bonus under the formula agreed to by the Camp and Premier.

74. Premier is estopped from denying Camp's right to payment of an Annual Bonus for each of 2013 and 2014.

75. Premier benefited by failing to pay Camp his Annual Bonuses for 2013 and 2014 referred to in Counts I and II above using monies which rightfully belonged to Camp.

76. Premier's failure to pay Camp his Annual Bonus for 2013 and 2014, and its retention and use of monies belonging to Camp resulted in Premier being unjustly enriched to the detriment of Camp.

77. In addition, Premier was paid millions of dollars by Pioneer Manager in management fees for Camp's management of Pioneer, but Camp received no compensation.

78. Benefit were conferred upon Premier solely as a result of Camp's management of Pioneer and his successful efforts to expand Pioneer's business from a one to six professional education centers which generated significant profits for Pioneer.

79. Premier has been unjustly enriched through the payment of management fees from Pioneer without having to compensate Camp for his having run and managed Pioneer's business and the growth of its business.

80. Premier has exercised dominion and control over all partnership assets and monies and through that control, Premier misappropriated funds which should have been distributed to Camp as a limited partner who hold a 20% limited partner interest in Premier.

81. An average of fifty-five percent (55%) of the net profits of Premier were distributed annually to Premier's limited partners other than Camp.

82. During the period of time between 2001 and 2014, Premier's total net profits are believed to have exceeded the sum of \$175 million dollars.

83. Premier's failure to make distribution of profit to Camp and its retention of those funds resulted in Premier being unjustly enriched to the detriment of Camp.

84. As a direct and proximate result of Premier's conduct described herein, Camp has and will continue to suffer damages.

WHEREFORE, Camp demands judgment against Premier for compensatory damages in

excess of \$75,000, together with costs of suit and attorneys' fees, and such other relief as this Court finds just and proper.

**COUNT VI – BREACH OF CONTRACT
(Against Premier)**

85. Camp incorporates herein by reference the allegations of paragraphs 1 through 84 above as though set forth at length.

86. Premier induced Camp to continue his employment with Premier with the promise that Premier would insure Camp and pay Camp's beneficiary the sum of \$2,500,000 upon Camp's death.

87. Premier should have reasonably expected that its agreement to provide insurance covering Camp's death would induce and did induce Camp to forego from seeking an alternative or additional life insurance policy from other sources.

88. By reason of Camp's age and current medical condition, Camp is unable to obtain alternative insurance.

89. Premier breached its agreement with Camp by failing to provide Camp with documentation of insurance agreed to by Premier, leading Camp to believe that no such policy of insurance has been issued by Premier.

90. Camp believes and therefore avers that Premier has taken no steps to otherwise insure Camp and that, in the event of Camp's demise, Premier would fail to keep its promises and breach its agreement to pay Camp's intended beneficiary and/or heirs the promised amount.

91. As a result of Premier's breach and/or anticipatory breach of its agreement to provide insurance to Camp, Camp has and will suffer damages in the future.

92. As a result of Premier's breach and/or anticipatory breach of contract, injustice can only be avoided by awarding Camp the present value of the amount of insurance agreed upon by

Premier.

WHEREFORE, Camp demands judgment against Premier for compensatory damages in excess of \$75,000, together with costs of suit and attorneys' fees, and such other relief as this Court finds just and proper.

**COUNT VII – UNJUST ENRICHMENT
(Against PEG GP, Bast, Gagne, and the Trusts)**

93. Camp incorporates herein by reference the allegations of paragraphs 1 through 92 above as though set forth at length.

94. At all times relevant hereto, Bast and Gagne, individually as limited partners of Premier and as co-trustee of the Trusts, acknowledged and recognized that Camp held a 20% limited partnership interest in Premier and, therefore, are estopped from denying Camp's right to receive distributions of profit with regard to his ownership interest in Premier.

95. During the time period when Camp was employed as Premier's Chief Executive Officer, an average of fifty-five percent (55%) of the net profits of Premier were distributed annually to PEG GP, Bast, Gagne, and/or the Trusts, but not to Camp..

96. During the period of time between 2001 and 2014, Premier's total net profits are believed to have exceeded the sum of \$175 million dollars.

97. Bast and Gagne, individually and as co-trustees of the Trusts, have exercised dominion and control over partnership funds and monies which should have been distributed to Camp as a 20% owner of Premier.

98. Through that control, Bast and Gagne have misappropriated funds to themselves and other of Premier's limited partners and retained funds which should have been distributed to Camp.

99. To the extent monies rightfully due and owing to Camp have been distributed to

and retained by PEG GP, Bast, Gagne, and the Trusts, then PEG GP, Bast, Gagne, and the Trusts have been unjustly enriched to the detriment of Camp.

100. Camp has and will continue to suffer damages as a result of the unjust enrichment of PEG GP, Bast, Gagne, and the Trusts.

WHEREFORE, Camp demands judgment against Premier, PEG GP, Bast, Gagne, and the Trusts, jointly and severally, for compensatory damages in excess of \$75,000, together with costs of suit and attorneys' fees, and such other relief as this Court finds just and proper.

COUNT VIII – ACCOUNTING
(Against Premier, PEG GP, Bast and Gagne, individually and as co-trustees
of Trust 1 and Trust 2)

101. Camp incorporates herein by reference the allegations of paragraphs 1 through 100 above as though set forth at length.

102. Premier, PEG GP, Bast and Gagne have retained, used and/or distributed partnership funds which should have been paid to Camp as a 20% limited partner.

103. Since Camp's departure in October 2015, Premier, by and through Bast and Gagne, has conducted the business and financial affairs of the partnership to the exclusion of Camp without providing an accounting of the income, expenses and disbursements of profit to other partners.

104. Upon information and belief, PEG GP, Bast, Gagne, and the Trusts received and kept distributions of the profits of Premier without regard as to whether the funds distributed should have been paid, in whole or in part, to Camp.

WHEREFORE, Camp demands that (a) Premier be directed to account for the assets and funds of Premier which should have been distributed to Camp; (b) PEG GP, Bast, Gagne, and the Trusts be directed to account for distributions of profits that otherwise would have been paid to

Camp; (c) judgment be entered against Premier and/or PEG GP, Bast Gagne, and the Trusts for the amounts found due to Camp from the accounting; (c) Camp be awarded costs of suit and such other and further relief as the Court finds just and proper.

**COUNT IX – BREACH OF CONTRACT
(Against Pioneer, Bast, as trustee, Gagne)**

105. Camp incorporates herein by reference the allegations of paragraphs 1 through 104 above as though set forth at length.

106. Upon the formation of Pioneer, Bast, as trustee of the Bast Trust, Gagne, and Camp agreed that Camp would hold a 20% ownership interest in Pioneer and that Camp would receive annually 20% of the profits of Pioneer.

107. Pioneer, Bast and Gagne breached their agreement with Camp by failing to deliver to Camp his 20% ownership interest in Pioneer.

108. As a holder a 20% interest in Pioneer, Camp is entitled to receive proportional distributions of year end profits from Pioneer.

109. Pioneer breached its agreement with Camp by failing and refusing to make any distribution of profits to Camp as a limited partner.

110. As a direct and proximate result of Pioneer's conduct, Camp has and will continue to suffer damages.

WHEREFORE, Camp demands judgment against Pioneer, Bast and Gagne for damages in excess of \$75,000, together with costs of suit and attorneys' fees, and such other relief as this Court finds just and proper.

**COUNT X – UNJUST ENRICHMENT BY MISAPPROPRIATION
(Against Pioneer, Pioneer Manager, Bast, Gagne, and the Pioneer Trusts)**

111. Camp incorporates herein by reference the allegations of paragraphs 1 through 110

above as though set forth at length.

112. Shortly after its formation in 2006, Camp began to grow and expand Pioneer's business by acquiring and opening additional professional educational facilities.

113. Camp has made a substantial investment of time, effort and money into creating and growing Pioneer's business, without receiving any compensation from Pioneer or Premier. Notwithstanding Camp's ownership interest, Bast and Gagne have exercised dominion and control over Pioneer's funds and monies which should have been distributed to Camp.

114. Through that control, Bast and Gagne have misappropriated funds which should have been paid to Camp to themselves and/or other members of Pioneer, including the Bast Trust and the Pioneer Trusts. For instance, Pioneer received Camp's services and management expertise without paying any compensation to Camp but, instead, Pioneer Manager paid Premier millions of dollars in management fees, none of which was paid to compensate Camp.

115. In 2014, Pioneer reported profits in excess of \$1,100,000, and paid management fees in excess of \$700,000, but no distribution or other payment was made to Camp.

116. To the extent monies rightfully due and owing to Camp have been misappropriated and distributed to and retained by Pioneer Manager, Bast Trust, Gagne, and the Pioneer Trusts, then those members have been unjustly enriched to the detriment of Camp.

117. Camp has and will continue to suffer damages as a result of the unjust enrichment of Pioneer's members other than Camp.

WHEREFORE, Camp demands judgment Pioneer, Bast Trust, Gagne, and the Pioneer Trusts, jointly and severally, for damages in excess of \$75,000, together with costs of suit and attorneys' fees, and such other relief as this Court finds just and proper.

COUNT XII – DECLARATORY RELIEF
(Against Pioneer, Pioneer Member, Bast Trust, Gagne, and Pioneer Trusts)

118. Camp incorporates herein by reference the allegations of paragraphs 1 through 117 above as though set forth at length herein.

119. It was agreed by and among Bast, as trustee of the Bast Trust, Gagne and Camp that Camp would own 20% of Pioneer.

120. In consideration of the parties' agreement, Camp operated Pioneer and focused on growing Pioneer's business without having collected a salary or other remuneration for services, time and effort Camp put into Pioneer.

121. Bast and Gagne acknowledged and recognized Camp's interest in Pioneer in all respects, except to make distributions of profit to Camp.

122. Despite having acknowledged Camp's ownership interest, Pioneer, Pioneer Member, Bast and Gagne, individually and/or as trustees, maintain that Camp has only a "profit interest" in Pioneer and that Camp is not entitled to any distribution by virtue of this interest because Pioneer has not returned an amount equal to the capital contributed by other members.

123. A real case and controversy exists between Camp, on one hand, and Pioneer and its other members, Pioneer Manager, Bast Trust, Gagne and the Pioneer Trusts, concerning Camp's ownership interest in Pioneer and that controversy is ripe for a decision in that an ownership interest in Pioneer affects the company's and owners' tax liability and the operations and growth of the company and/or potential sale of Pioneer.

124. Defendants' assertion that Camp is not entitled to be paid because Pioneer has not made any profit over and above the capital contributed by its members is without merit.

125. A declaration by this court regarding Camp's claim will resolve this controversy.

126. Camp and other members of Pioneer have a substantial, direct and immediate

interest in a resolution of the subject matter of this action.

WHEREFORE, Camp requests that the Court enter judgment, declaring that Camp holds a 20% interest in Pioneer, and for such further declaratory relief as this Court deems just.

COUNT XIII – ACCOUNTING
(Against Pioneer, Pioneer Manager, Bast Trust, Gagne, and Pioneer Trusts)

127. Camp incorporates herein by reference the allegations of paragraphs 1 through 126 above as though set forth at length.

128. Pioneer, Pioneer Manager, Bast Trust, Gagne and the Pioneer Trusts members have retained, used and/or distributed funds which should have been paid to Camp as a member having a 20% interest in Pioneer.

129. Upon information and belief, Pioneer Manager, Bast Trust, Gagne and the Pioneer Trusts have received distributions of the profits of Pioneer without regard as to whether the funds distributed should have been paid, in whole or in part, to Camp.

WHEREFORE, Camp demands that (a) Pioneer be directed to account for the assets and funds which should have been distributed to Camp; (b) Pioneer Manager, Bast Trust, Gagne, and the Pioneer Trusts be directed to account for distributions of profits that otherwise would have been paid to Camp; (c) judgment be entered against all Defendants, jointly and severally, for the amounts found due to Camp from the accounting; (c) Camp be awarded costs of suit and such other and further relief as the Court finds just and proper.

COUNT XIV – BREACH OF FIDUCIARY DUTY
(Against Bast and Gagne, individually and as trustees of the Trusts, and the Bast Trust, and the Pioneer Trusts)

130. Camp incorporates herein by reference the allegations of paragraphs 1 through 129 above as though set forth at length.

131. At all times relevant hereto, Bast and Gagne, individually as limited partners of

Premier and as co-trustee of Trusts, collectively owned the majority interest in Premier and, in their capacities as owners of such partnership interest were entrusted with and exercised dominion and control over the financial and business affairs of Premier.

132. Additionally, Gagne, individually and as trustee of the Pioneer Trusts, and Bast, as trustee of the Bast Trust, owned the majority interest in Pioneer and, in their capacities as owners, were entrusted with and exercised dominion and control over the financial affairs of Pioneer.

133. Camp, Bast and Gagne had a confidential relationship in which Camp reposed trust and confidence in Bast and Gagne to properly and fairly make distribution of profits of Premier to all partners, including Camp, and to promptly and accurately make distributions of Pioneer's profits to its members, including Camp.

134. Bast and Gagne were at all time aware of and, in fact, acknowledged Camp's 20% limited partnership interest in Premier, and his 20% member interest in Pioneer.

135. Bast and Gagne were also aware that Camp was a creditor of Premier because Premier owed Annual Bonuses to Camp for years 2013 and 2014 which were not paid.

136. Between 2001 and 2015, Bast and Gagne took unfair advantage of their positions at Premier and Pioneer and made distributions of profits of Premier and Pioneer in the millions of dollars to themselves and to the Trusts over which Bast and Gagne were trustees and had control.

137. Bast and Gagne breached their fiduciary duty to Camp by, among other things, fraudulently misrepresenting to Camp that they had sought DOE approval of the transfer of the 20% interest in Premier to Camp but were not able to obtain the approval, failing to deliver Camp's ownership interests and recognize Camp's 20% limited partnership interest in Premier on the books and records of Premier and his 20% interest in Pioneer, to make distributions of profits to Camp and to pay Camp other monies due and owing to Camp, and by diverting monies rightfully

owed to Camp to themselves and the Trusts.

138. As a direct and proximate result of Bast and Gagne's conduct, Camp has and will continue to suffer damages.

WHEREFORE, Camp demands judgment against Bast and Gagne, individually and as trustee of the Trusts and the Pioneer Trusts, jointly and severally, for damages in excess of \$75,000, together with costs of suit and attorneys' fees, and such other relief as this Court finds just and proper.

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