





- b. Enjoining Defendants from selling, transferring, assigning, converting, disposing, mortgaging, encumbering, or otherwise diminishing the value of the assets of the corporation;
  - c. Enjoining Defendants from using the assets of Lanco Brokerage Corp., including any portion of the approximately \$500,143.96 paid by New York Life Insurance Company to LANCO upon the death of Rosanna Monteagudo, to pay for Defendants' legal costs and expenses related to this litigation without the written consent of the Plaintiffs;
  - d. Compelling Defendants to declare and pay all dividends to which Plaintiffs are entitled as shareholders of Lanco Brokerage Corp., including any accrued and unpaid dividends, during the pendency of this action;
  - e. Enjoining Defendants from interfering with Plaintiffs' rights as shareholders of LANCO, including the rights to enter the place of business of the corporate defendants and to manage, operate, and direct the business of the corporation;
  - f. Compelling Defendants to allow Plaintiff to participate fully in the management and operation of Lanco Brokerage Corp., including but not limited to attending and voting at meetings of the board of directors and shareholders, and participating in all management decisions;
  - g. Appointing a temporary receiver pursuant to CPLR Article 64 to take charge of the property, assets, and business operations of Lanco Brokerage Corp. during the pendency of this action, with such powers and duties as the Court deems just and proper; and
  - h. Compelling Defendants, their agents, and attorneys to provide Plaintiff with a complete and full accounting of all finances of the corporation, including all assets, liabilities, income, and expenses during the pendency of this action.
5. The facts and allegations of this case are detailed in the Verified Complaint that is annexed and made part of this motion.
  6. However, in substance, my wife passed away on August 31, 2023, and at the time of her death, she was married to me and had no children.
  7. My wife owned a 50% interest in LANCO, which she purchased through a transaction that appears to have started in 2006 and was concluded in 2019. Defendants Jesus Acosta and his wife, Kenia Tavaréz, own a 35% and 15% interest respectively, acquired through the same transaction (Exhibit "B").

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8. The Defendants are employees, directors, officers, and insurance brokers for LANCO.
9. Defendants have also taken total control of LANCO following the death of my wife. In fact, after my wife passed away, Defendants visited the home that my wife and I shared and asked me to surrender to them all of the documents and equipment that my wife used as part of the LANCO business. I believed that they were acting in good faith and needed the documents and equipment, but they just wanted to deprive me of all the information and access to information related to LANCO and its business.
10. Prior to her death, my wife was the insured in a policy of insurance issued by New York Life Insurance Company with death benefits of approximately \$500,143.96, of which LANCO was the beneficiary (Exhibit "C," the "Policy").
11. Following my wife's death, LANCO received \$500,143.96 representing the proceeds of the Policy.
12. I have requested on behalf of the Estate that Defendants pay all or a portion of the proceeds of the Policy to the Estate, and Defendants have failed and refused to do so ("Books and Records Demand," Exhibit "D").
13. I have also demanded an accounting from Defendants of LANCO's business activities, assets, liabilities, income, and expenses, and Defendants have failed and refused to do so. However, Defendants only provided Plaintiffs with one income tax return for 2023 and profit and loss reports for 2019 through 2024 (Exhibit "F").
14. I have also requested access to LANCO's business records in order to perform my own review and valuation of the company, and Defendants have failed and refused to do so.
15. While my wife was alive, she consented to LANCO hiring her sister as well as a sibling of the Defendants. Thus, my wife had one family member working for the company, and Defendants had one family member working for the company.

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16. Now, Defendants are engaging in self-dealing, mismanagement, and waste of corporate assets with LANCO by hiring of Defendants' sons, Allen Acosta and Kelvin Acosta, as employees and brokers of LANCO; the election and appointment the two sons as Vice Presidents of LANCO; the hiring of other family members as employees of LANCO (Exhibit "E"); and the payment of de facto dividends in the form of use of company credit cards for personal expenditures, use of company vehicles for personal purposes, and use of company funds through loans for personal purposes.
17. The aforementioned, including the hiring of family members, as well as their election and appointment as officers of LANCO, was without my knowledge, consent, authorization, or waiver.
18. Defendants have engaged in self-dealing and their actions constitute a violation of their fiduciary duty to me and to LANCO, as well as a violation of their obligations to me and the Corporation under the Business Corporation Laws and common law.
19. I am deeply concerned that their actions will not only continue to waste the assets of LANCO, but that forcing this litigation will also cause Defendants to start using the proceeds of the insurance policy that was paid to LANCO upon my wife's death.
20. I would like to sell my wife's interest in LANCO, and Defendants' failure to provide me with an accounting as well as access to the books and records of LANCO, is preventing me from adequately placing a value on my wife's interest in the insurance business and from convincing a buyer that they should buy an interest in the business.
21. My wife was a shareholder of LANCO with a 50% interest in the business, and I am the administrator of her Estate and sole distribute.
22. The Defendants' actions are causing me significant financial losses – particularly but not limited to their failure to turn over the proceeds of the life insurance policy that was payable to LANCO upon my wife's death.

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23. Defendants' self-dealing, mismanagement, and waste are also harming the corporation.

Defendants are essentially siphoning away the income generated by LANCO by, for example, paying the income to themselves and their family members.

24. Given that Defendants also own collectively a 50% interest in the company, LANCO is without an adequate remedy since Defendants have no interest or motivation to commence an action against themselves to enforce LANCO's rights and prosecute Defendants' violations and breaches.

25. We lack an adequate remedy at law, and we will likely prevail on the merits of this case at trial or motion.

26. For these reasons, Plaintiffs respectfully ask that the Court grant the relief requested herein.

Respectfully,

*Jony Heredia*  
Jony Heredia

Sworn to before me this 28 of July, 2025

*Luiz A Salazar*  
Notary Public



 **LUZ A SALAZAR**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
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