

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

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CESAR RAMIREZ and ADRIANA RODRIGUEZ,
individually and as stockholders of
MANHATTAN FARE CORP.

Index No.:

Petitioners,

VERIFIED PETITION

v.

MONEER ISSA, MANHATTAN FARE CORP.,
and 431 FOOD MARKET CORP.,

Respondents.

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TO THE SUPREME COURT OF THE STATE OF NEW YORK:

Petitioners, Cesar Ramirez and Adriana Rodriguez ("Petitioners"),
by their attorneys, The Dweck Law Firm, LLP, respectfully allege to this
Court the following:

INTRODUCTION

1. This Special Proceeding seeks judicial dissolution of
Manhattan Fare Corp. pursuant to the New York Business Corporation Law
BCL § 1104-a.

THE PARTIES

2. Petitioners are residents of the County of Kings, City and
State of New York, and since January 1, 2022 are the holders of fifty
percent (50%) of all outstanding shares of the common stock of Manhattan
Fare Corp. ("Manhattan Fare").

3. Manhattan Fare Corp. is a New York State S-Corporation
organized in the State of New York, with its offices at 431 West 37th
Street, New York, NY.

4. Manhattan Fare is the owner and operator of a restaurant known as Chef's Table, in the building located at 431 West 37th Street, New York, NY ("restaurant").

5. Moneer Issa ("Issa") is a resident of the State of New Jersey and the holder of fifty percent (50%) of all of the outstanding shares of the stock of Manhattan Fare.

6. Issa also owns and/or controls other food market operations through various other companies within the City of New York.

7. The Defendant 431 Food Market Corp. ("Food Market") is a domestic corporation, the lessee of the store premises within the building located at, and known as and by, street number 431 West 37th Street, New York, NY, where it maintains its offices and place of business.

8. At the behest and direction of Issa, a portion of the store premises leased to 431 Food Market Corp., at 431 West 37th Street, is operated as a food market, are subleased within the Food Market to Chef's Table restaurant.

JURISDICTION AND VENUE

9. BCL § 1104-a(a)(1) provides a special remedy that allows a holder of at least twenty percent (20%) of the voting shares of a corporation to petition for the involuntary dissolution of the corporation if the directors or those in control of the corporation have been guilty of illegal, fraudulent or oppressive actions towards the complaining shareholders.

10. BCL § 1104-a(a)(2) provides for the same remedy if the property or assets of the corporation are being looted, wasted, or

diverted for non-corporate purposes by the corporation's directors, officers or those in control of the corporation.

11. BCL § 1104-(b)1 and 2 provides that the Court in determining whether to proceed with involuntary dissolution pursuant to this section, shall take into account:

(1) Whether liquidation of the corporation is the only feasible means whereby the Petitioners may reasonably expect to obtain a fair return of their investment; and

(2) Whether liquidation of the corporation is reasonably necessary for the protection of the rights and interests of any substantial number of shareholders or of the Petitioners.

12. BCL § 1112 provides, in pertinent part, "An action or special proceeding under this article shall be brought in the Supreme Court in the judicial district in which the office of the corporation is located..."

13. This Court has jurisdiction over this Special Proceeding because the principal place of business of Manhattan Fare is in the County, City and State of New York.

BACKGROUND

14. On March 3, 2013, Manhattan Fare Corp. was incorporated by filing of a certificate of incorporation with the Secretary of State of New York.

15. Ever since January 1, 2022, the parties entered into and executed a Stockholders Agreement on behalf of Manhattan Fare Corp., wherein Moneer Issa has been designated as the President of Manhattan Fare and responsible for all financial and administrative affairs of

Manhattan Fare, and the Plaintiff Cesar Ramirez was designated as the Head Chef of Chef's Table restaurant and was fully responsible for all cooking and related operations. A copy of the Stockholders Agreement is annexed as **Exhibit "1"**.

16. The Stockholders Agreement provided that all decisions on behalf of the corporation required unanimous consent of both Issa and Ramirez.

17. Petitioners have not been involved in the financial and administrative affairs of Manhattan Fare other than to collect distributions and dividends from the Corporation and to operate its restaurant at 431 West 37th Street, New York, NY., wherein Cesar Ramirez was employed by Issa personally as the Head Chef of Chef's Table from January 1, 2022 until July 1, 2023, when he was summarily and singularly fired by Issa from the restaurant.

18. On July 1, 2023, Issa unilaterally and arbitrarily terminated his employment of Ramirez as Head Chef at Chef's Table restaurant and accused him, in front of other persons, of stealing company property and threatened to kill him.

19. Thereafter, despite the Petitioner Ramirez having advised the Respondent Issa that there was no theft by him of any property of Manhattan Fare, Issa filed a criminal complaint against Ramirez with the New York City Police Department and the Office of the District Attorney, and had him arrested at his house in front of his wife and children.

20. After Ramirez' employment was terminated, Issa, again, accused Ramirez and his wife of stealing company property of Manhattan Fare.

21. Petitioner has not been provided with Balance Sheets or Profit and Loss Statements for Manhattan Fare other than the Income Tax Return for the calendar year ending December 31, 2022.

22. No information regarding the business or finances of Manhattan Fare, whether financial or otherwise, has been provided to Petitioners, except through Court Orders from the Honorable Leon Ruchelsman, Justice of the Supreme Court of the State of New York.

23. On October 4, 2023, after the Chef's Table restaurant had been unilaterally closed by Issa since July 1, 2023, Issa, who previously hired two chefs to replace Ramirez, re-opened Chef's Table restaurant.

24. Despite having re-opened the restaurant of Chef's Table as of October 4, 2024, and receiving several distributions through June 20, 2023, which were from restaurant operations prior to and dating back from January 1, 2023 through June 30, 2023, Petitioners have not been provided any information or distributions about the business of Manhattan Fare to the date of the commencement of the instant proceeding.

25. Petitioners have sought financial information about Manhattan Fare Corp. from Issa, which had not been previously provided by Issa to them, including Tax Returns for 2023 and W-2, 1099 and K-1 Statements for the year ending December 31, 2023.

26. Among other things, the lack of financial information reflected various reasons for the financial difficulties of Manhattan Fare, including, but not limited to:

- a) Manhattan Fare rent paid to Issa or his company which was far in excess of its legitimate and proportionate share of the Food Market rent to the owner of the building;

- b) Wrongful accusations by Issa that Ramirez was stealing property, which he mistakenly claimed belonged to Manhattan Fare Corp.;
- c) Wrongful accusations by Issa that Ramirez was sabotaging the business of Manhattan Fare;
- d) Unlawful use of the Manhattan Fare Instagram account, along with the abuse of Manhattan Fare employees;
- e) The incompatibility of Ramirez and Issa being unable to communicate with each other concerning Manhattan Fare business resulting in a stalemate of company business;
- f) Unlawful use of the Manhattan Fare restaurant customer list.
- g) Issa, who carries a concealed firearm, has repeatedly, on several occasions, threatened to kill Ramirez.

27. As a result thereof of all of the foregoing, and without any basis in law or fact, Issa became angry and (1) sent a baseless letter to Cesar Ramirez in which he published to various employees of Chef's Table that Ramirez was guilty of stealing company property of Manhattan Fare Corp., guilty of disloyalty and breach of his fiduciary obligations to Issa and Manhattan Fare.

28. On July 1, 2023, despite the contractual requirement in the Stockholders Agreement of the compulsory requirement of a joint decision for all company business, Issa unilaterally fired and discharged Ramirez from his position as Head Chef at Manhattan Fare restaurant and claimed to have singularly cancelled the stock ownership of the Petitioners and cancelled unilaterally the Stockholders Agreement with the Petitioners, without Petitioners' consent and without notice.

29. The decisions by Issa, as above described, failed to comply with the provisions of the Stockholders Agreement for joint decisions,

and is in direct contravention of corporate law and a violation of the Stockholders Agreement between and among Petitioners and Issa.

30. On April 16, 2024, Issa testified under oath that Petitioners' stock interest in Manhattan Fare was cancelled.

31. In or about August 2023, Issa filed a criminal complaint with the New York city Police Department and/or with the office of the local District Attorney charging Ramirez with stealing Manhattan Fare's property and had the police arrest him at his house in front of Ramirez's wife and children.

32. The multiple threats and the Criminal Complaint filed by Issa were made without any legal basis whatsoever and were made to cause the oppression of and damages to the Petitioners.

OUTRAGEUS ACTS OF DESPARATION BY MONEER ISSA

33. With the knowledge that Petitioner was not able to gain access to Manhattan Fare's Chef's Table restaurant located within Issa's West 37th Street Food Market and in order to perform his work as Head Chef, Petitioners' commenced an action for unpaid wages with a claim of \$889,000 and for the return of property and supplies owned by Ramirez, which were seized by the Police at the behest of Issa, pursuant to a search warrant.

34. By order of a Justice of the Supreme Court, Kings County, dated September 7, 2023, Issa was enjoined from paying out any monies of Manhattan Fare, except in the normal course of business.

35. The conduct of the Respondent Moneer Issa as set forth herein, presents a classic case for dissolution of Manhattan Fare Corp. under BCL §§ 1104-a(a) (1) and 1104-a(a) (2) since the inability to continue the

business of Manhattan Fare without the services of Ramirez as Head Chef is manifest and will be prejudicial to the finances of Manhattan Fare Corp., which already lost its Three Michelin Star rating and with the current threat by Moneer Issa to kill the Petitioner Ramirez.

36. The assets of Manhattan Fare Corp. have been wasted and diverted by the Respondent Moneer Issa for non-corporate purposes.

37. By reason of the foregoing, the conditions for dissolution under BCL § 1104-a(a)(2) have been met and Petitioners request the relief sought in the ad damnum clause below, including dissolution, along with such other and further relief as the Court deems just and proper.

WHEREFORE, Petitioners respectfully request a final Order of this Court:

1. Appointing an independent examiner and/or receiver to conduct such examination as he/she deems necessary to effectuate the dissolution of Manhattan Fare Corp., including, without limitation, inspecting and auditing books and records of Manhattan Fare Corp. and overseeing its day-to-day operations;

2. Ordering Manhattan Fare Corp. to make available for inspection and copying its financial books and records;

3. Enjoining Manhattan Fare Corp. and its directors, officers, employees and agents, and specifically Moneer Issa, from: transferring any assets outside of the ordinary course of its business; or from authorizing or permitting the cancellation of Petitioners' stock without their consent and from exercising any corporate powers, except by permission of this Court;

4. Adjusting the stock valuation or imposing a surcharge based upon a finding that assets or corporate property of Manhattan Fare Corp., have been willfully or recklessly dissipated or transferred by Moneer Issa without just or adequate compensation;

5. Dissolving and liquidating Manhattan Fare Corp.;

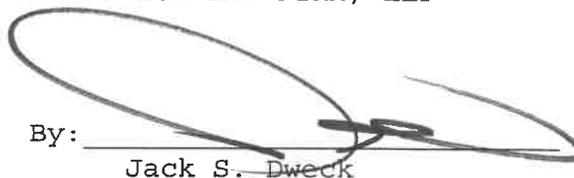
6. Awarding Petitioners' attorneys' fees for the prosecution of this proceeding; and

7. Such other and further relief as may be just and proper, together with the costs of this proceeding.

Dated: New York, New York
May 24, 2024

Respectfully submitted,

THE DWECK LAW FIRM, LLP



By: _____
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VERIFICATION

Pursuant to CPLR 2016(b), I affirm this 21st day of May 2024 under the penalties of perjury under the laws of New York, that the foregoing is upon information and belief true, and I understand that this document may be filed in any action or proceeding in a court of law.

Dated: New York, New York
May 24, 2024

A handwritten signature in black ink, consisting of a large, sweeping loop followed by a smaller, more intricate flourish.

Jack S. Dweck