SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS
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In the Matter of the Application of ALEX WEINBERGER, a shareholder of INDUSTRIAL TEMPERING GLASS, LTD,

Index No.:

Petitioner,

VERIFIED PETITION FOR DISSOLUTION AND COMPLAINT

-against-

For the Judicial Dissolution of INDUSTRIAL TEMPERING GLASS, LTD., pursuant to § 1104-a of the Business Corporation Law,

Respondent.
---X

Petitioner Alex Weinberger ("Petitioner" or "Weinberger"), by his attorneys, the LAW OFFICE OF J BACHER, PLLC, as and for his Verified Petition for Dissolution and Complaint, respectfully alleges as follows:

NATURE OF THE ACTION

1. This is a special proceeding pursuant to Business Corporation Law § 1104-a seeking the judicial dissolution of INDUSTRIAL TEMPERING GLASS, LTD. ("ITG" or the "Corporation"), together with such other and further relief as the Court deems just and proper.

2. ITG is a closely held New York corporation engaged primarily in the building and home/commercial improvement business. The Corporation has three equal shareholders: Petitioner Weinberger, nonparty Semen Sandler ("Sandler"), and nonparty Roman Dakh ("Dakh").

3. Petitioner Weinberger, Sandler, and Dakh each own one-third (1/3) of the Corporation's outstanding voting shares.

4. Beginning in or about October 2020, Petitioner Weinberger has been systematically excluded from the active management, decision-making, and operations of the Corporation by Sandler and Dakh, who have engaged in a pattern of conduct that includes:

a. refusing to convene shareholder or board meetings requested by Petitioner Weinberger;
b. denying Petitioner access to the Corporation's books, records, and financial documents;
c. preventing Petitioner from participating in the affairs of the Corporation; and
d. excluding Petitioner from all decisions of the Board of Directors.

5. As a result of this exclusion, Petitioner Weinberger has been effectively removed from his role as Secretary of the Corporation, in violation of the Operating Agreements dated July 25, 2006 and October, 2014.

6. In addition to freezing out Petitioner from management and governance, Sandler and Dakh have engaged in oppressive conduct toward Petitioner by, among other things:

a. terminating the employment of Petitioner's spouse and son;
b. cutting off Petitioner's weekly salary;
c. making unilateral decisions regarding the hiring and firing of employees; and
d. removing or concealing corporate books, accounting ledgers, and surveillance equipment.

7. Petitioner also seeks interim injunctive relief pursuant to Business Corporation Law §§ 1113 and 1115, enjoining Sandler and Dakh from further waste, diversion, or concealment of corporate assets, requiring the preservation of corporate books and records, and directing the posting of a bond to safeguard the Corporation's assets during the pendency of this proceeding.

8. Because of the actions of Sandler and Dakh, it is no longer reasonably practicable for ITG to carry on its business in conformity with its governing agreements, and judicial dissolution, together with interim protective relief, is necessary to protect Petitioner's rights as a shareholder and his investment in the Corporation.

THE PARTIES

9. Petitioner Alex Weinberger is an individual domiciled in the State of New York.

10. Respondent INDUSTRIAL TEMPERING GLASS, LTD. ("ITG" or the "Corporation") is a domestic business corporation, duly organized and existing under the laws of the State of New York, with its principal place of business located at 170 3rd Avenue, Brooklyn, New York.

11. A copy of the New York State Department of State Entity Information for ITG, accessed on August 11, 2025, is annexed hereto as **EXHIBIT 1**.

12. Upon information and belief, nonparty Semen Sandler is an individual domiciled in the State of New Jersey.

13. Upon information and belief, nonparty Roman Dakh is an individual domiciled in the State of New Jersey.

14. Petitioner Weinberger, together with nonparties Sandler and Dakh, are the sole shareholders of ITG, each owning one-third (1/3) of the outstanding voting shares.

15. ITG commenced doing business in or about 2004 and has since been engaged primarily in the building and home/commercial improvement business.

16. On or about July 25, 2006, Petitioner Weinberger, Sandler, and Dakh entered into an Operating Agreement governing the formation, management, and responsibilities of ITG. A copy of the July 25, 2006 Operating Agreement is annexed hereto as **EXHIBIT 2**.

17. In or about October 2014, Petitioner Weinberger, Sandler, and Dakh executed a new Operating Agreement that modified certain provisions of the prior agreement but did not alter their equal ownership interests. A copy of the October 2014 Operating Agreement is annexed hereto as **EXHIBIT 3**.

18. At all relevant times, Petitioner Weinberger, Sandler, and Dakh have remained equal one-third (1/3) owners and shareholders of ITG.

JURISDICTION AND VENUE

19. This proceeding is brought pursuant to Business Corporation Law § 1104-a, which authorizes a shareholder owning twenty percent (20%) or more of the outstanding shares of a corporation to petition for its judicial dissolution on grounds of oppressive conduct, waste, or looting of corporate assets.

20. Petitioner Weinberger is the owner of one-third (1/3) of the outstanding voting shares of INDUSTRIAL TEMPERING GLASS, LTD., and therefore has standing to bring this proceeding under BCL § 1104-a.

21. ITG is a domestic New York corporation with its principal office and registered address located in the City and State of New York, County of Kings.

22. This Court has personal jurisdiction over Respondent ITG because it is a domestic corporation organized and existing under the laws of the State of New York, conducts business within the State, and maintains its principal place of business in the City and State of New York, County of Kings.

23. Venue is proper in this Court pursuant to Business Corporation Law § 1112, as the principal office of ITG is located in the City and State of New York, County of Kings.

FACTS COMMON TO ALL CLAIMS

24. In or about 2006, Petitioner Weinberger, nonparty Sandler, and nonparty Dakh formed ITG.

25. The formation, management, and responsibilities for ITG were initially set forth in an Operating Agreement dated July 25, 2006, which Petitioner Weinberger, nonparty Sandler, and nonparty Dakh each executed (*see* **EXHIBIT 2**).

26. In or about October 2014, a new Operating Agreement was entered into between Petitioner Weinberger, nonparty Sandler, and nonparty Dakh. While this agreement modified certain terms, it did not alter their equal ownership interests, and each remained one-third (1/3) equal owners (*see* **EXHIBIT 3**).

27. Since at least October 2020, Petitioner Weinberger has been repeatedly excluded from meaningful participation in the management and affairs of the Corporation.

28. Beginning in or about October 2020, Petitioner Weinberger's requests to hold shareholder meetings were denied by Sandler and Dakh.

29. In or about October 2022, Petitioner Weinberger requested that a meeting of the Board of Directors be convened to consider and vote on the purchase of a laminating machine that would benefit the Corporation. Sandler and/or Dakh refused to convene the meeting and have continued to ignore similar requests.

30. Beginning in or about October 2022, Petitioner Weinberger has been prevented from active participation in the Corporation, including his participation as an officer.

31. Since October 2022 and continuing to date, there has been a breakdown in the business relationship between Petitioner Weinberger, on the one hand, and Sandler and Dakh, on the other, with Sandler and Dakh banding together to freeze out and oppress Petitioner Weinberger's participation in and ownership of the Corporation.

32. Beginning in or about October 2020, Petitioner Weinberger has been excluded from all decisions pertaining to staff management, including (a) the decision to hire Sandler's grandson, (b) the decision not to terminate another employee in January 2022, (c) the decision to terminate Petitioner Weinberger's son in January 2025, (d) the decision to terminate Petitioner Weinberger's wife in July 2025, and (e) other decisions to hire, fire, or promote employees and applicants.

33. In or about August 2023, the employment of Yurii Budchyk ended despite Petitioner Weinberger's objections, which were ignored by Sandler and Dakh.

34. In or about April 2024, the employment of Shota Morchiladze ended despite Petitioner Weinberger's objections, which were again ignored by Sandler and Dakh.

35. Yurii Budchyk and Shota Morchiladze were the only employees trained to operate the CNC machine. After their departures, Petitioner Weinberger requested that replacement employees be hired. Sandler and Dakh rejected these requests, causing the CNC machine to remain idle and the Corporation to lose significant profit.

36. Beginning in or about December 2024, Petitioner Weinberger has been denied access to records of the Corporation.

37. Beginning in or about December 2024, Sandler and Dakh have withheld financial documents from Petitioner Weinberger, including documents evidencing the Corporation's gross and net income, as well as records of sales and transactions.

38. Beginning in or about December 2024, Sandler and Dakh have made all corporate decisions with little to no consultation with or notice to Petitioner Weinberger.

39. In January 2025, Petitioner Weinberger, with the cooperation of Sandler, reduced the employee workweek from six to five days to cut costs. Shortly thereafter, Dakh unilaterally reinstated the six-day schedule, with Sandler joining him, further excluding Petitioner from day-to-day operational control.

40. On or about January 27, 2025, without consultation with Petitioner Weinberger, shareholder Dakh, with the support of shareholder Sandler, implemented a 25% across-the-board reduction in pricing (the "Winter Sale").

41. Although denominated a "Winter Sale," the discount has continued beyond the winter months and remains in effect as of the filing of this Petition, despite Petitioner Weinberger's objections. The continuing "Winter Sale" has significantly reduced the Corporation's profit margins and caused substantial and ongoing financial harm.

42. On or about May 1, 2025, without consultation with or notice to Petitioner Weinberger, Sandler and/or Dakh made the decision to renew the lease for the Corporation's warehouse premises.

43. On or about May 25, 2025, Petitioner Weinberger personally witnessed Sandler and Dakh remove cash from the Corporation's safe without recording it in the Journal Ledger that was created to track cash.

44. On or about May 25, 2025, Sandler and Dakh removed one or more of the Corporation's books, including the cash Journal, without consultation with or notification to Petitioner Weinberger.

45. Beginning on or about June 9, 2025, Sandler and Dakh directed the Corporation's accountant to cease providing Petitioner Weinberger with access to tax returns and other financial records.

46. On or about June 10, 2025, without consultation with or notification to Petitioner Weinberger, Sandler and Dakh removed the office surveillance cameras, thereby denying Petitioner a means of preserving and safeguarding corporate assets.

47. Without holding a Board meeting and without consultation with Petitioner Weinberger, Sandler and Dakh stopped paying Petitioner Weinberger's weekly salary, with his final payroll occurring on July 30, 2025.

48. In addition to the foregoing, Sandler and Dakh have routinely ignored Petitioner Weinberger's proposals to improve the Corporation's profitability, including:

a. passing credit card service fees to customers;

b. hiring a salesperson to increase revenue; and

c. employing staff for collections.

49. The Corporation owns substantial fixed assets consisting of at least nine (9) specialized machines essential to its operations: one tempering machine, one beveling machine, one CNC machine, one drilling machine, one round polishing machine, two polishing machines, and two cutting tables.

50. The Corporation also owns a delivery truck, which, upon information and belief, is regularly made available to customers for deliveries without charge. Petitioner Weinberger has objected to the use of the delivery truck in this manner as an improper diversion of a corporate asset, but his objections have been ignored by Sandler and Dakh.

51. The Corporation's machinery, delivery truck, bank accounts, and inventory constitute significant assets that must be preserved and safeguarded pending the outcome of this proceeding.

52. The conduct of shareholders Sandler and Dakh, including excluding Petitioner Weinberger from corporate governance, usurping his role as a director and officer, withholding records, misappropriating funds, making unilateral decisions detrimental to the Corporation's financial health, and terminating his family members' employment, constitutes oppressive conduct and conduct designed to "freeze" Petitioner Weinberger out of any active role in the Corporation under Business Corporation Law § 1104-a.

53. As a result of this pattern of oppressive conduct and freeze-out strategies by Sandler and Dakh, Petitioner Weinberger's rights as a one-third (1/3) shareholder of the Corporation have been violated, and judicial dissolution of the Corporation is warranted.

AS AND FOR A FIRST CAUSE OF ACTION
(Judicial Dissolution of ITG Pursuant to BCL § 1104-a(1))

54. Petitioner Weinberger repeats and realleges paragraphs 1 through 53 as if fully set forth herein.

55. Petitioner Weinberger is the owner of one-third (1/3) of the outstanding shares of ITG and is entitled to seek judicial dissolution under Business Corporation Law § 1104-a.

56. Since at least October 2020, nonparty shareholders Sandler and Dakh, acting together as the controlling majority, have engaged in oppressive conduct toward Petitioner Weinberger by systematically excluding him from the management, operations, decision-making, and records of the Corporation.

57. The oppressive conduct of Sandler and Dakh includes, without limitation:

a. refusing to convene shareholder and board meetings requested by Petitioner Weinberger;

b. excluding Petitioner from decisions regarding the hiring and firing of employees, including the termination of his spouse and son;

c. cutting off Petitioner's weekly salary;

d. denying Petitioner access to books, records, and financial accounts;

e. removing corporate journals and ledgers; and

f. removing surveillance cameras and other corporate assets designed to protect the Corporation.

58. By reason of this oppressive conduct, it is not reasonably practicable for the Corporation to continue to conduct its business in conformity with its governing agreements and Petitioner's rights as a shareholder, officer, and director.

59. Judicial dissolution of ITG pursuant to Business Corporation Law § 1104-a(1) is therefore warranted.

AS AND FOR A SECOND CAUSE OF ACTION
(Judicial Dissolution of ITG Pursuant to BCL § 1104-a(2))

60. Petitioner Weinberger repeats and realleges paragraphs 1 through 59 as if fully set forth herein.

61. Since at least May 2025, nonparty shareholders Sandler and Dakh, acting in concert, have engaged in conduct amounting to looting, waste, and diversion of corporate assets.

62. Such conduct includes, without limitation:

a. removing cash from the Corporation's petty cash safe without recording it in the corporate journal or ledger;

b. removing the Corporation's books, including the cash journal, without explanation;

c. directing the Corporation's accountant to withhold financial statements and tax returns from Petitioner Weinberger;

d. unilaterally implementing and continuing the so-called "Winter Sale" since January 27, 2025, reducing pricing across-the-board by 25% and significantly impairing profitability of the Corporation;

e. refusing to hire qualified employees necessary to operate corporate equipment, thereby wasting corporate resources and reducing profitability; and

f. permitting the Corporation's delivery truck to be used by customers for deliveries without adequate compensation, thereby diverting corporate assets for non-corporate purposes.

63. The foregoing conduct constitutes waste and diversion of corporate assets for non-corporate purposes within the meaning of Business Corporation Law § 1104-a(2).

64. Judicial dissolution of ITG pursuant to Business Corporation Law § 1104-a(2) is therefore warranted.

AS AND FOR A THIRD CAUSE OF ACTION
(Injunctive Relief and Bond Pursuant to BCL §§ 1113 and 1115)

65. Petitioner Weinberger repeats and realleges paragraphs 1 through 64 as if fully set forth herein.

66. Business Corporation Law § 1113 empowers the Court to make such orders and decrees as justice requires for the protection of the parties and to preserve the property of the Corporation during the pendency of this proceeding.

67. Business Corporation Law § 1115 further authorizes the Court to enjoin corporate officers, directors, and shareholders from engaging in acts harmful to the Corporation or its shareholders, and to require the posting of a bond to secure faithful compliance with the Court's orders.

68. As set forth above, nonparty shareholders Sandler and Dakh, acting in concert as the controlling majority, have engaged in a course of conduct that includes:

a. withdrawing cash from the Corporation's petty cash safe without accounting for it;

b. removing the Corporation's cash journal and other corporate records;

c. removing surveillance cameras from the Corporation's offices;

d. denying Petitioner Weinberger access to tax returns, financial reports, and other corporate books and records;

e. unilaterally implementing and continuing the "Winter Sale," reducing all pricing by 25% without Board approval and to the detriment of corporate profitability;

f. refusing to hire trained staff necessary to operate key corporate equipment, resulting in financial loss; and

g. permitting the Corporation's delivery truck to be used for customer deliveries without proper oversight or compensation.

69. The foregoing acts demonstrate a substantial risk of further waste, dissipation, and diversion of corporate assets to the detriment of the Corporation and Petitioner Weinberger's shareholder interest.

70. Unless restrained by order of this Court, Sandler and Dakh will continue to engage in conduct that threatens to irreparably injure the Corporation and its shareholders, and Petitioner Weinberger lacks an adequate remedy at law to prevent such harm.

71. Accordingly, pursuant to BCL §§ 1113 and 1115, Petitioner Weinberger is entitled to an injunction restraining Sandler and Dakh from further misappropriating corporate funds, concealing or destroying records, or making unilateral financial or operational decisions outside the ordinary course of business without proper Board authorization.

72. Petitioner Weinberger further requests that the Court direct Sandler and Dakh to post a bond, in an amount to be set by the Court, to ensure compliance with the Court's orders and to protect the Corporation's assets during the pendency of this proceeding.

WHEREFORE, Petitioner Alex Weinberger respectfully requests that this Court enter judgment and issue an order as follows:

a. Judicially dissolving INDUSTRIAL TEMPERING GLASS, LTD. pursuant to Business Corporation Law § 1104-a, and directing the winding up of its affairs;

b. Appointing a receiver pursuant to Business Corporation Law § 1113 to take charge of the assets and property of the Corporation and to supervise its dissolution, liquidation, and distribution in accordance with law;

c. Enjoining shareholders, officers, and directors of the Corporation, including but not limited to Semen Sandler and Roman Dakh, from further diversion, concealment, waste, or misappropriation of the Corporation's assets during the pendency of this proceeding, and directing the restoration and preservation of all corporate books, records, ledgers, and surveillance equipment;

d. Directing that shareholders Sandler and Dakh, acting in concert as the controlling majority, comply with the governing requirements contained in the Operating Agreement dated October, 2014 pending dissolution;

e. Directing that shareholders Sandler and Dakh, acting in concert as the controlling majority, post a bond in an amount to be fixed by the Court as security for the faithful preservation of the Corporation's assets pending dissolution, pursuant to Business Corporation Law § 1115;

f. Ordering an accounting of all funds, transactions, and distributions of the Corporation from October 2020 to the present; and

g. Awarding Petitioner his costs and disbursements, together with such other, further, and different relief as this Court may deem just, proper, and equitable.

Dated: New York, New York
August 28, 2025

LAW OFFICE OF J BACHER, PLLC

By: ______________________
James W. Bacher, Esq.
Attorneys for Petitioner
3 West 35th Street, 6th Floor
New York, New York 10001
(212) 634-7852

I have read the foregoing and I certify that upon information and belief, the source of which is my review of the file maintained by my office in this action, that the foregoing is not frivolous as defined in (c) of Section 130.1 of the Rules of the Chief Administrator.

Dated: New York, New York
August 28, 2025

James W. Bacher

VERIFICATION

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

Alex Weinberger, being duly sworn, deposes and states as follows:

I am the petitioner in the above-entitled Verified Petition for Dissolution and Complaint. I have read the within Verified Petition and Complaint and know the contents. The said contents are true to my knowledge except as to those matters therein stated to be alleged upon information and belief, and as to those matters, I believe them to be true.

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ALEX WEINBERGER

I affirm on this date, August 28, 2025, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

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ALEX WEINBERGER

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