

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

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NATHAN J. CELAURO, individually; NATHAN J. :
CELAURO as Executor of the Estate of Gaetana Celauro, :
the Deceased Sole Income Beneficiary of the :
SALVATORE F. CELAURO REVOCABLE TRUST and :
SALVATORE F. CELAURO IRREVOCABLE LIFE :
INSURANCE TRUST; NATHAN J. CELAURO as vested :
beneficial owner of the shares of 4C Foods Corp. held by :
the SALVATORE F. CELAURO REVOCABLE TRUST :
and SALVATORE F. CELAURO IRREVOCABLE LIFE :
INSURANCE TRUST; NATHAN J. CELAURO as :
Trustee and LINDA CELAURO as Successor Co-Trustee :
of the SALVATORE F. CELAURO CHILDREN'S :
TRUST f/b/o NATHAN CELAURO a/k/a the NATHAN J. :
CELAURO IRREVOCABLE TRUST u/a dated :
December 26, 1991, :

Index No. 500373/2012

**SECOND AMENDED
VERIFIED COMPLAINT**

Assigned Justice:
Hon. Lawrence Knipel

Plaintiffs,

-against-

4C FOODS CORP.; JOHN A. CELAURO; ROSEANN :
CELAURO, individually; WAYNE J. CELAURO, :
individually; DIANE CELAURO CARTER, individually; :
ROSEANN CELAURO, MARCI PLOTKIN, and MARY :
FRAGOLA, as the Trustees of the JAC TRUST, dated :
December 1, 2003; SALVATRICE A. MCCRACKEN and :
ANGELA DOUGLASS, as the Trustees of the ANGELA :
DOUGLASS IRREVOCABLE TRUST MADE BY :
JOSEPH SARATELLA u/a dated 6/19/92; :
SALVATRICE A. MCCRACKEN and ANGELA :
DOUGLASS, as the Trustees of the SALVATRICE A. :
MCCRACKEN IRREVOCABLE TRUST MADE BY :
JOSEPH SARATELLA u/a dated 6/19/92; :
SALVATRICE A. MCCRACKEN and ANGELA :
DOUGLASS, as the Trustees of the SALVATRICE A. :
MCCRACKEN IRREVOCABLE TRUST MADE BY :
SALVATRICE A. MCCRACKEN u/a dated 6/19/92; :
DIANE CELAURO CARTER and WAYNE J. :
CELAURO, as Trustees of the KELLY CELAURO :
TRUST u/a dated December 31, 1991; DIANE CELAURO :
CARTER and WAYNE J. CELAURO, as Trustees of the :
JILLIAN CELAURO TRUST u/a dated December 31, :
1991; WAYNE J. CELAURO, as a Trustee of the :

WAYNE J. CELAURO IRREVOCABLE TRUST :
u/a dated 12/26/91; DIANE CELAURO CARTER and :
WAYNE J. CELAURO, as Trustees of the DIANE :
CELAURO CARTER IRREVOCABLE TRUST u/a dated :
12/26/91; SALVATRICE A. MCCRACKEN and :
ANGELA DOUGLASS, as the Trustees of the ANGELA :
DOUGLASS IRREVOCABLE TRUST MADE BY :
SALVATRICE L. SARATELLA u/a dated 6/19/92; :
THOMAS J. ABBONDANDOLO and LORRAINE ROSE :
EARLE, as the Trustees of the LORRAINE ROSE EARLE :
IRREVOCABLE TRUST u/a dated 12/30/91; and :
THOMAS J. ABBONDANDOLO and LORRAINE ROSE :
EARLE, as the Trustees of the THOMAS JOHN :
ABBONDANDOLO IRREVOCABLE TRUST u/a dated :
12/30/91, :

Defendants. :

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Plaintiffs, by and through their undersigned counsel, Farrell Fritz, P.C. and Robert & Robert PLLC, as and for their Second Amended Verified Complaint (the “Second Amended Complaint”) against Defendants, allege as follows:

NATURE OF THE ACTION

1. Plaintiffs bring this action to hold the Defendants accountable for their continued oppressive acts, which have now stripped the Plaintiffs of their greater than 20% voting share percentage in 4C Foods Corp. (“4C Foods” or the “Company”) and the substantial statutory rights that attached to those shares. As a result, Defendants have unilaterally transformed the nature of Plaintiffs’ equity interest in 4C Foods from a voting interest to a non-voting interest and, in the process, have materially diluted the value of such interest.

2. Collectively representing more than 20% of the outstanding (voting and non-voting) shares in this highly successful and valuable family-owned business, plaintiff Nathan Celauro (“Nathan”) and his now-deceased mother, Gaetana Celauro (“Gaetana”), have been oppressed by the majority shareholders of 4C Foods. As discussed in detail infra, this oppression

is part of a three-step dilution plan masterminded, and now executed, by Defendants.

Step 1: Passing amendments to the 4C Foods' shareholders agreement, over Plaintiffs' objections, which permit Defendant John Celauro (majority shareholder) to unilaterally deny the transfer of shares to Nathan upon a mandated transfer pursuant to the Will of his mother, Gaetana.

Step 2: Issuing stock dividends of only 4C Foods' *non-voting* shares, prior to Gaetana's death, in order to dilute the per share value of the voting shares. (At 4C Foods, voting and non-voting shares are valued equally. So, as more non-voting shares are issued, while holding the voting shares constant, the per-share value of the voting shares is lowered.)

Step 3: Denying the transfer of only the 4C Foods' *voting* shares to Nathan upon Gaetana's death. (Due to the per share price dilution of Step 2, 4C Foods buys the voting shares for mere pennies on the dollar.)

3. This Court has openly expressed its concern over Defendants' actions and this three-step plan, even suggesting when, and how, Plaintiffs could have redress.

4. In its Decision and Order dated December 5, 2012 (Ex. "1"), this Court stated:

"This court notes, however, that respondent has not presented a business justification for increasing the number of shares, and, as such, petitioners' concern that the majority shareholders may intend to take advantage of the reduced per share value of the corporation in order to pick off their voting shares may not be unreasonable."

"It would appear that petitioners' claim would be better addressed if and when the majority shareholders use section 4.3 of the fourth amendment to force a selective purchase by respondent of a portion of the shares to be transferred from Gaetana Celauro's estate to Nathan Celauro in order to reduce the minority shareholders' voting stake in respondent. At that time, petitioner may have an argument that any such limitation on the transfer by the majority shareholders would violate the fiduciary duty majority shareholders of a closely held corporation owe the minority shareholders."

5. The majority shareholders have now so used Section 4.3 to force a selective purchase of Gaetana's voting shares.

6. In its Decision and Order dated May 28, 2013 (Ex. "2"), this Court stated:

“ ... the court notes that the actions of the majority shareholders may implicate the implied covenant of good faith and fair dealing (Citations omitted). Similarly, the majority shareholders and respondent’s board of directors may owe petitioners a fiduciary duty in deciding whether to allow the transfer of the share’s from Gaetana Celauro’s estate to Nathan Celauro.” (Citations omitted).

“Until petitioners are actually deprived of the voting shares and forced to sell them to respondent, they have not been damaged.” (Citations omitted).

“... in the event that, following the resolution of the declaratory judgment action, the transfer is ultimately barred, the voting shares are purchased by the directors/majority shareholders and petitioners’ assertions are not otherwise mooted by the declaratory judgment action, petitioners’ causes of action may be cognizable at that time. As such, petitioners are thus granted leave to submit an amended pleading if these conditions have been met.”

7. These conditions have now been met.

8. Finally, in its Decision and Order dated November 17, 2014 (the “November Decision,” Ex. 3), this Court stated:

“The motion is denied to the extent that defendants seek dismissal of the amended complaint with prejudice and plaintiffs are granted leave to replead by filing an amended pleading containing causes of action addressing the validity of the denial of the transfer of the voting shares.”

“Finally, this dismissal is granted with leave to replead. As this court found in its May 28, 2013 order . . . the denial of the transfer of the voting shares may implicate a fiduciary duty owed by defendants, as majority shareholders, to plaintiffs as minority shareholders (Citations omitted). In considering granting leave to replead, the court bears in mind that the transfer denial came not long after a stock split reduced the value of 4C Foods’ voting shares . . . and that the transfer denial will eliminate plaintiffs’ statutory right to petition for corporate dissolution by bringing their ownership of voting shares below the 20 percent necessary for such a petition.” (Citations omitted).

9. By virtue of the Court’s November Decision, Plaintiffs’ damages no longer are speculative. Now that Defendants’ actions blocking the transfer of all of Gaetana’s voting shares to her son have been deemed effective by the Court, such shares cannot pass to Nathan as contemplated by his mother’s Will. Instead, in accordance with the self-serving amendments to the shareholders agreement, such voting shares are in the process of being purchased by the

Company at a significant discount (again, orchestrated via corporate amendments without the Plaintiffs' consent), leaving Plaintiffs with almost no voting shares.

10. The significance of Defendants' actions cannot be underestimated. By electing to purchase only the voting shares, the majority has effectively insulated itself and the Company from the one remaining material protection afforded to the Plaintiffs by law—namely, the significant statutory rights afforded to shareholders holding at least 20% of the voting shares of the Company.

11. The consequences of Defendants' actions are immediately tangible and already financially destructive; their broader implications are devastating. Defendants must now be held to account.

12. In furtherance thereof and consistent with the November Decision, this Second Amended Complaint asserts claims for damages for, among other things, the damages caused to Plaintiffs as a result of Defendants' (as majority shareholders and members of the Board of Directors) breaches of their fiduciary duties and breaches of their implied covenant of good faith and fair dealing owed to minority shareholder Plaintiffs.

13. This Second Amended Complaint also seeks a declaration that the Company's obligation to "engage" the Plaintiffs' selected appraiser (as set forth in the shareholders agreement and as discussed infra) is a ministerial act that is tied merely to the Company's obligation to pay for the appraisal services that have now been triggered by this Court's November Decision. Any other interpretation would render meaningless Plaintiffs' contractual right and constitute yet another notch in the belt of Defendants' long line of oppressive acts.

PARTIES

14. Plaintiff Nathan is an individual currently residing in the County of Collier, State of Florida.

15. Nathan is the Executor of the Estate of Gaetana Celauro, who is the deceased sole income beneficiary of the Salvatore F. Celauro Revocable Trust (the “Exemption Trust”) and the Salvatore F. Celauro Irrevocable Life Insurance Trust (the “Insurance Trust”) which are domiciled in the County of Nassau, State of New York, and Nathan is also the sole beneficiary of all the shares of 4C Foods in each such Trust. Under Gaetana’s Will, Nathan also is the sole beneficiary of the 4C Foods stock owned outright by her and disposed of under her Will.

16. Nathan also is a Trustee, along with Successor Co-Trustee Linda Celauro, of the Salvatore F. Celauro Children’s Trust f/b/o Nathan Celauro a/k/a the Nathan J. Celauro Irrevocable Trust u/a dated December 26, 1991, which is domiciled in the County of Nassau, State of New York (the “Nathan Trust”).

17. Upon information and belief, defendant 4C Foods is a domestic corporation organized and existing under and by virtue of the laws of the State of New York with its principal place of business in the County of Kings, State of New York.

18. Upon information and belief, John A. Celauro (“John”) is an individual residing in the County of Nassau, State of New York.

19. Upon information and belief, Diane Celauro Carter (“Diane”) is an individual residing in the County of Suffolk, State of New York.

20. Upon information and belief, Roseann Celauro (“Roseann”) is an individual residing in the County of Nassau, State of New York.

21. Upon information and belief, Wayne J. Celauro (“Wayne”) is an individual

residing in the County of Nassau, State of New York.

22. Upon information and belief, Salvatrice A. McCracken (“Salvatrice”) is an individual residing in the County of Nassau, State of New York.

23. Upon information and belief, Roseann, Marci Plotkin (“Plotkin”) and Mary Fragola (“Mary”) are the co-trustees of The JAC Trust dated December 1, 2003 (the “JAC Trust”), which is domiciled in the County of Nassau, State of New York.

24. Upon information and belief, Salvatrice and Angela Douglass (“Angela”) are the co-trustees of Angela Douglass Irrevocable Trust made by Joseph Saratella u/a dated 6/19/92 (“Angela Trust”), which is domiciled in the County of Nassau, State of New York.

25. Upon information and belief, Salvatrice and Angela are the co-trustees of Salvatrice A. McCracken Irrevocable Trust made by Joseph Saratella u/a dated 6/19/92 (“Salvatrice Trust 1”), which is domiciled in the County of Nassau, State of New York.

26. Upon information and belief, Salvatrice and Angela are the co-trustees of Salvatrice A. McCracken Irrevocable Trust made by Salvatrice A. McCracken u/a dated 6/19/92 (“Salvatrice Trust 2”), which is domiciled in the County of Nassau, State of New York.

27. Upon information and belief, Nathan, Diane, and Wayne are trustees of the Kelly Celauro Trust u/a dated December 31, 1991 (“Kelly Trust”), which is domiciled in the County of Nassau, State of New York.

28. Upon information and belief, Nathan, Diane, and Wayne are trustees of the Jillian Celauro Trust u/a dated December 31, 1991 (“Jillian Trust”), which is domiciled in the County of Nassau, State of New York.

29. Upon information and belief, Wayne and Diane are trustees of the Wayne J. Celauro Irrevocable Trust u/a dated 12/26/91 (“Wayne Trust”), which is domiciled in the County

of Nassau, State of New York.

30. Upon information and belief, Wayne and Diane are trustees of the Diane Celauro Carter Irrevocable Trust u/a dated 12/26/91 (“Diane Trust”), which is domiciled in the County of Nassau, State of New York.

31. Upon information and belief, Salvatrice and Angela are the co-trustees of the Angela Douglass Irrevocable Trust made by Salvatrice L. Saratella u/a dated 6/19/92 (“Angela Trust 2”), which is domiciled in the County of Nassau, State of New York.

32. Upon information and belief, Thomas J. Abbondandolo (“Thomas”) and Lorraine Rose Earle (“Lorraine”) are trustees of the Lorraine Rose Earle Irrevocable Trust u/a dated 12/30/91 (“Lorraine Trust”), which is domiciled in the County of Queens, State of New York.

33. Upon information and belief, Thomas and Lorraine are trustees of the Thomas John Abbondandolo Irrevocable Trust u/a dated 12/30/91 (“Thomas Trust”), which is domiciled in the County of Suffolk, State of New York.

34. Upon information and belief, John is the holder of approximately 56 percent of the outstanding voting shares of 4C Foods.

35. Upon information and belief, John, Diane, Roseann, Wayne, Salvatrice, the JAC Trust, the Angela Trust, the Salvatrice Trust 1, the Salvatrice Trust 2, the Kelly Trust, the Jillian Trust, the Wayne Trust, the Diane Trust, the Angela Trust 2, the Lorraine Trust, and the Thomas Trust (collectively, the “Majority Shareholders”) are together holders of a super-majority of approximately 77 percent of the outstanding voting shares of 4C Foods.

36. Upon information and belief, John, Alfred Carfora, Lawrence Caputo, Wayne and Salvatrice are, and at all relevant times have been, the sole members of 4C Foods’ Board of Directors (the “Board”).

37. Each of the members of the Board and the Majority Shareholders owe a fiduciary duty to Plaintiffs.

JURISDICTION AND VENUE

38. Jurisdiction and venue are proper in the County of Kings because Defendant 4C Foods' principal place of business is located in the County of Kings.

BACKGROUND FACTS

A. 4C Foods and Its Ownership

39. 4C Foods is a closely-held corporation formed in or about 1935 by the father of Salvatore F. Celauro, Sr. ("Sal") and has become a well-known manufacturer and distributor of bread crumbs, grated cheese, iced tea and other food products marketed under the 4C Foods label, as well as private labels, throughout the United States and internationally.

40. Sal was the father of Nathan and husband of the late Gaetana Celauro. When Sal's father died in 1961, Sal's brother, Frank, became President of 4C Foods and the owner of approximately 51% of the stock in 4C Foods. At that time, Sal owned approximately 24% of 4C Foods' stock, and Frank and Sal's siblings were the owners of the balance of the stock.

41. After Frank died in 1978, his son, John became the owner of Frank's stock in 4C Foods, which at or around that time was approximately 56% of the stock, and Sal, who then owned approximately 26% of 4C Foods' stock, became the President and Chief Executive Officer of 4C Foods, a position he held until 1990 when he semi-retired and became Chairman of the Board, a position he maintained until his death.

42. When Sal semi-retired in 1990, John became President and Chief Executive Officer of 4C Foods, a position he continues to hold today.

43. In 2001, Sal, who had spent his entire life working for 4C Foods, was 74 years of

age, Chairman of the Board, and owned individually approximately 19% of the shares in 4C Foods.

44. By that time, Sal had transferred an additional 7% of the shares of 4C Foods to his wife, Gaetana Celauro, his son, Nathan, and other members of his immediate family, either outright or in trust.

45. In July 2004, Sal died unexpectedly, and his Last Will and Testament directed that his shares in 4C Foods be placed in trust, for the lifetime benefit of his wife Gaetana.

46. Upon Sal's death, (a) the Exemption Trust became the owner of 12.02% of the voting and non-voting shares of 4C Foods; and (b) Sal's Estate became the owner of 6.78% of 4C Foods' voting and non-voting shares, which were subsequently transferred to the Insurance Trust in or about August or September 2005.

47. These two Trusts gave Gaetana the absolute power of appointment to determine who would receive the Trusts' 4C Foods' stock upon her death.

48. Under Gaetana's Will, she exercised that power of appointment by providing that upon her death Nathan would receive the entire corpus of both the Exemption Trust and the Insurance Trust, totaling 18.80% of the shares of 4C Foods' voting and non-voting stock, and Defendants had knowledge prior to her death that she had done so.

49. Prior to Sal's death on July 18, 2004, Gaetana was, and continued until her death to be, the owner of 1.48% of the voting and non-voting shares of 4C Foods.

50. Prior to her death, Gaetana was the beneficial owner of 18.80% of 4C Foods' voting and non-voting shares and the record and beneficial owner of an additional 1.48% of 4C Foods shares, for a total direct and beneficial ownership interest of 20.28% of 4C Foods' voting and non-voting shares.

51. Nathan individually owns 0.24% of the voting and non-voting shares of 4C Foods, and the Nathan Trust owns 1.84% of the voting and non-voting shares of 4C Foods, for a total direct and beneficial ownership interest by Nathan of 2.08% of 4C Foods' voting and non-voting shares.

52. Plaintiffs' combined total and direct beneficial ownership interest in 4C Foods is 22.36%.

53. John, who personally owns and/or personally controls through various trusts 56.8% of 4C Foods stock, is 4C Foods' single largest shareholder, individually owning a majority of 4C Foods' stock. Plaintiffs are currently the next largest shareholder.

54. In addition, John controls the Majority Shareholders, a group, or more precisely a "voting coalition," that with John collectively own in excess of 75% of 4C Foods' stock, the requisite supermajority of voting shares under the Shareholders Agreement required to, *inter alia*, enact amendments and effectuate other actions of 4C Foods.

55. John also controls distributions made by 4C Foods to its shareholders, as made evident by Defendant Wayne when he conceded at a deposition that decisions for such distributions are ultimately decided by John.

56. On December 16, 2011, Gaetana died after a long and public battle with cancer, and on December 22, 2011, her son Nathan became the Preliminary Executor (now, Executor) of her estate.

57. In her Will, which was admitted ultimately to probate on October 26, 2012, Gaetana designated Nathan as the beneficiary of her entire interest in 4C Foods, held individually and in trust.

58. Thus, were Gaetana's shares to pass according to her intentions under her and

Sal's Wills (drafted under the original Shareholders Agreement that they executed, see Ex. "4"), Gaetana's interest in 4C Foods, coupled with Nathan's interest owned individually and in trust, would mean that Nathan should own 22.36% of the voting and non-voting stock of 4C Foods.

59. Besides John, no other shareholder holds 20% or more of the voting shares in 4C Foods.

B. The Three-Step Dilution Plan

Step 1: The Shareholders Agreement, as Amended, and the Scheme to Freeze Out Nathan and Gaetana from the Business

60. In or about 2001, Sal was devastated to learn that his nephew John, who was and still is 4C Foods' President and Chief Executive Officer, was engaged in self-dealing activities.

61. These activities included, *inter alia*, John's alleged misappropriation of corporate funds for personal use. For several years, Sal tried to resolve the problem within the family but ultimately commenced a lawsuit on the matter.

62. Sal's initial lawsuit against John created a rift in the family, pitting John and the other family members under his control against Sal, Nathan and Gaetana. After Sal's death, Gaetana continued the lawsuit and pursued her deceased husband's claims against John.

63. 4C Foods, controlled by John, retaliated against Nathan and Gaetana by unilaterally imposing a series of amendments to the Shareholders Agreement that, *inter alia*, limited or altogether abolished certain rights with respect to the transfer/sale of shares in a way designed to thwart Gaetana's plans to realize value for her shares or pass them to her son Nathan upon her death.

64. These amendments, which were adopted without the prior knowledge or consent of Nathan and/or Gaetana, eliminated (a) Plaintiffs' right to freely transfer their shares in 4C Foods to permitted transferees (*i.e.*, other family members) without corporate (*i.e.*, John's)

interference and (b) Plaintiffs' right to have 4C Foods purchase their shares.

65. On or about September 26, 2005 and October 31, 2005, the First and Second Amendments to the Shareholders Agreement, respectively, were executed by all of the shareholders of 4C Foods, except Gaetana and Nathan (Ex. "5" and "6").

66. The first two amendments were terminated in their entirety when, on or about March 7, 2006, all of the shareholders of 4C Foods, except Gaetana and Nathan, executed the Third Amendment to the Shareholders Agreement (the "Third Amendment") (Ex. "7").

67. The Third Amendment intentionally deleted Article VI of the original Shareholders Agreement and, thereby, eliminated the absolute right of a shareholder to compel 4C Foods or other shareholders to buy back all their shares at fair market value.

68. Further, on or about August 27, 2007, all of the shareholders of 4C Foods, except Gaetana and Nathan, executed a Fourth Amendment to the Shareholders Agreement (the "Fourth Amendment") (Ex. "8").

69. In addition to the four Amendments referenced above, the original Shareholders Agreement was also amended by a Fifth Amendment, Sixth Amendment, Seventh Amendment and Eighth Amendment, all of which are attached hereto as Exhibits "9" – "12", and all of which were likewise executed by all the shareholders except Gaetana and Nathan.

70. As is relevant here, the Fourth Amendment modified Section 4.3 of the Shareholders Agreement regarding the transfer of shares, but carried through the transfer restrictions from prior amendments.

71. The Fourth Amendment, which includes the current iteration of the Section 4.3 transfer restrictions, subjects any proposed transfer of 4C Foods' shares to permitted family members – whether by gift, bequest, sale, or otherwise – to majority consent (*i.e.*, John) who, in

turn, have absolute authority to deny consent, for any or no reason at all, to a transfer of none, “some” or all of the shares proposed for transfer.

72. The Fourth Amendment requires 4C Foods to redeem only those shares not approved for transfer by John, effectively allowing John to dictate the percentage ownership of the other shareholders, particularly Plaintiffs’ percentage ownership of 4C Foods’ voting shares.

73. The transfer-approval procedure dictated by the Fourth Amendment applies to any contemplated transfer of 4C Foods’ shares, including, of course, the shares to be transferred to Nathan under Gaetana’s Will pursuant to her and her deceased husband Sal’s wishes.

74. The Fourth Amendment, therefore, represents a restriction or limitation on Plaintiffs’ right to continue their interest in 4C Foods and gives 4C Foods’ majority (*i.e.*, John) a continuing, broad, and arbitrary right, which can be exercised at the majority’s (*i.e.*, John’s) whim, to redeem Plaintiffs’ shares.

75. The Third and Fourth Amendments were retaliatory in nature and specifically designed to freeze Plaintiffs out of the benefits of being 22.36% owners of the family business. Indeed, the Majority Shareholders, including John, have admitted as much.

Step 2: The Dilutive Amendment

76. As of December 1, 2011, there were 936,000 shares of 4C Foods outstanding, consisting of 14,400 shares of voting common stock and 921,600 shares of non-voting common stock, 22.36% of which shares were held by Plaintiffs as follows:

- a. As of December 1, 2011, Nathan was the holder of 34 shares of voting common stock and 2,176 shares of non-voting common stock of 4C Foods – 0.24%;
- b. As of December 1, 2011, Gaetana (now, her estate, of which Nathan is Executor) was the holder of 213 shares of voting common stock and 13,632 shares of non-voting common stock of 4C Foods – 1.48%;

- c. As of December 1, 2011, the Exemption Trust was the holder of 1,731 shares of voting common stock and 110,784 shares of non-voting common stock of 4C Foods – 12.02%;
- d. As of December 1, 2011, the Insurance Trust was the holder of 976 shares of voting common stock and 62,464 shares of non-voting common stock of 4C Foods – 6.78%;
- e. As of December 1, 2011, the Nathan Trust was the holder of 266 shares of voting common stock and 17,024 shares of non-voting common stock 4C Foods – 1.84%.

77. Less than two weeks before Gaetana's death, while she suffered her last days under hospice care, 4C Foods, led by John (in concert with Gaetana's estranged children Wayne and Diane, who knew that they had been disinherited by her Will) acted to dilute the per-share value of 4C Foods' stock, particularly its voting shares.

78. On December 2, 2011, by written consent in lieu of a meeting, and as Gaetana was drawing her last breaths, the Board of Directors passed resolutions to, *inter alia*, (i) amend 4C Foods' Certificate of Incorporation to increase the number of authorized non-voting shares by four shares for every one non-voting share outstanding; (ii) declare a dividend to each holder of non-voting shares in the form of an issuance of four non-voting shares for every one non-voting share held; and (iii) amend the Shareholders Agreement (i.e., the Seventh Amendment) of 4C Foods accordingly (collectively, the "Dilutive Amendment").

79. On December 2, 2011, by written consent in lieu of a meeting, the holders of 77.64% of the outstanding voting shares of 4C Foods adopted the Dilutive Amendment.

80. Nathan and Gaetana were not notified of the proposed Dilutive Amendment until after it was adopted. At the time the Dilutive Amendment was adopted, the other shareholders knew Gaetana was dying, and she died two weeks later on December 16, 2011.

81. Upon information and belief, as of December 2, 2011, as a result of the Dilutive

Amendment, there were (and, to Plaintiffs' knowledge, continue to be today) 4,622,400 shares of 4C Foods' stock outstanding, consisting of 14,400 shares of voting common stock and 4,608,000 shares of non-voting common stock, held by Plaintiffs as follows:

- a. As of December 2, 2011, Nathan is the holder of 34 shares of voting common stock and 10,880 shares of non-voting common stock of 4C Foods;
- b. As of December 2, 2011, Gaetana (now, the Estate, of which Nathan is the Executor) is the holder of 213 shares of voting common stock and 68,160 shares of non-voting common stock of 4C Foods;
- c. As of December 2, 2011, the Exemption Trust is the holder of 1,731 shares of voting common stock and 553,920 shares of non-voting common stock of 4C Foods;
- d. As of December 2, 2011, the Insurance Trust is the holder of 976 shares of voting common stock and 312,320 shares of non-voting common stock of 4C Foods; and
- e. As of December 2, 2011, the Nathan Trust is the holder of 266 shares of voting common stock and 85,120 shares of non-voting common stock of 4C Foods.

82. Under the Shareholders Agreement, the value of 4C Foods' voting and non-voting shares is deemed to be identical.

83. The Dilutive Amendment, therefore, effectively diluted the per-share value of all 4C Foods' outstanding shares.

84. The per-share dilution caused by the Dilutive Amendment can be illustrated as follows:

Dilution of Per-Share Value of Plaintiffs' Shares as a Result of the Dilutive Amendment						
	Voting Shares	Non- Voting Shares	Total Voting/ Non-Voting Shares	Percentage Interest	Estimated Total Value	Estimated Per-Share Value
Pre- Amendment	3,220	206,080	209,300	22.36%	\$30,000,000	\$143.33
Post- Amendment	3,220	1,030,400	1,033,620	22.36%	\$30,000,000	\$29.02
<u>Total Dilution:</u>	\$-114.31 per share (79.75% dilution in per-share value)					

85. The dilution adversely affected Plaintiffs in that they stood to receive substantially less per share in exchange for 4C Foods' redemption of those shares proposed by them for transfer as to which the majority (i.e., John) denied consent, particularly as to the voting shares proposed for transfer under Gaetana's Will. See Step 3, *infra*.

86. Based on the Dilutive Amendment, the Plaintiffs commenced a proceeding for relief under BCL §§ 623 and 806 seeking payment of fair value for their shares of 4C Foods. While this Court did not find that the Dilutive Amendment had the effect contemplated by BCL § 806(b)(6), it did, in its Decision and Order dated December 5, 2012, note as follows:

"This court notes, however, that respondent has not presented a business justification for increasing the number of shares, and, as such, petitioners' concern that the majority shareholders may intend to take advantage of the reduced per share value of the corporation in order to pick off their voting shares may not be unreasonable."

"It would appear that petitioners' claim would be better addressed if and when the majority shareholders use section 4.3 of the fourth amendment to force a selective purchase by respondent of a portion of the shares to be transferred from Gaetana Celauro's estate to Nathan Celauro in order to reduce the minority shareholders' voting stake in respondent. At that time, petitioner may have an argument that any such limitation on the transfer by the majority shareholders would violate the fiduciary duty majority shareholders of a closely held corporation owe the minority shareholders."

87. It proved only a matter of time before Defendants did indeed choose to take advantage of such reduced per-share value to Plaintiffs' detriment.

Step 3: The Adverse Effects of the Amendments Come to Fruition

88. On October 26, 2012, Gaetana's Will was admitted to probate, appointing Nathan as executor of the estate of Gaetana. It should be noted that the delay in admitting Gaetana's Will to probate was due to the frivolous objection to same by Defendant Wayne—who actually attempted and failed to have Nathan's preliminary letters revoked. Wayne ultimately withdrew his objection.

89. On November 26, 2012, Nathan sent notice (the "Transfer Notice"), in accordance with the Shareholders Agreement, to 4C Foods and its shareholders seeking to effectuate the transfer (as directed by Gaetana's Will) to Nathan of those shares held by the Estate of Gaetana, the Exemption Trust and the Insurance Trust.

90. On January 11, 2013, the Majority Shareholders sent a response (the "Response") to the Transfer Notice purporting to consent to the transfer of all of the non-voting shares proposed to be transferred pursuant to the Transfer Notice.

91. As to the voting shares proposed to be transferred pursuant to the Transfer Notice, the Defendants refused to consent to their transfer.

92. In doing so, Defendants breached the fiduciary duties owed by the Majority Shareholders to the Plaintiffs, namely, to act in good faith, and with loyalty and fair dealing.

93. In addition to stripping Plaintiffs of their voting shares and the statutory protection afforded by such voting shares, the Response, coupled with the Dilutive Amendment, meant that the pickoff of the voting shares could occur at a significant discount to the value of such shares. Defendants' actions destroyed the value of the voting shares and eliminated the

statutory protection offered to minority shareholders under BCL §§ 1104-a and 1118.

94. The adverse effect to Plaintiffs of Defendants' refusal to allow the transfer of the voting shares, as shown in the table in paragraph 84, is clear: assume Plaintiffs' fair-market value estimate of \$30 million for the 20.2% proposed to be transferred to Nathan. Aggregating all such shares, Nathan would own 3,220 shares of voting and 1,030,400 shares of non-voting stock, or a total of 1,033,620 shares, each of which in this example will have a per-share value of \$29.02 because there is no value distinction between voting and non-voting shares under the Shareholders Agreement.

95. The Majority Shareholders' declination of the transfer of Plaintiffs' voting shares allows the redemption of all of Plaintiffs' voting stock for only \$93,440.40, leaving the balance of approximately \$29.9 million in non-voting stock subject to the continued misdirected will and oppression of John and the other Majority Shareholders.

96. As a result, Nathan is left with his existing 2.1% of 4C Foods' voting stock and 22.36% of its non-voting stock, leaving him with only scant voting rights and no statutory protection from oppression by the controlling majority under BCL §§ 1104-a and 1118 – again, all in exchange for a payment of less than \$100,000.

97. On January 17, 2013, 4C Foods advised Plaintiffs that it was transferring the non-voting shares from the Insurance Trust to Nathan pursuant to the Transfer Notice, as those were the only shares mentioned in the Transfer Notice that did not require Nathan's signature as co-trustee and/or executor of the Estate of Gaetana.

98. On account of its conditional formulation, Plaintiffs challenged the validity of Defendants' Response, arguing that it should be declared a nullity and thereby require the Company to purchase all of Plaintiffs' shares.

99. In its November Decision, this Court found that the form of Response – which allowed 4C Foods to block the transfer of voting shares – in fact complied with Section 4.3 of the Shareholders Agreement; however, this Court denied Defendants’ request for dismissal of the amended complaint with prejudice, granting Nathan “leave to replead by filing an amended pleading containing causes of action addressing the validity of the denial of the transfer of the voting shares” on the grounds that the denial “may implicate a fiduciary duty owed by [John and his majority coalition] to [Nathan]”.

100. The Court specifically noted that the denial “will eliminate [Nathan’s] statutory right to petition for corporate dissolution by bringing their ownership of voting shares below the 20 percent necessary for such a petition” and that it “came not long after a stock split reduced the value of 4C Foods’ voting shares.”

101. As stated above, Defendants’ selective purchase of only the voting shares constituted a breach of Defendants’ fiduciary duties and implied covenant of good faith and fair dealing in that, after the pick-off – which is now contemplated by the November Decision and in process – Nathan would own 2.1% of 4C Foods’ voting stock and 22.36% of its non-voting stock, leaving him with only scant voting rights and no statutory protection from oppression by the controlling majority under BCL §§ 1104-a and 1118 – again, all in exchange for a payment of less than \$100,000.

102. Effectively, the redemption of Gaetana’s voting shares by the Company increases the voting share percentages of all other shareholders pro rata. By simple math, John and the Majority Shareholders receive the greatest benefit of such act. The below table clearly illustrates the impact, showing the approximate percentage of voting shares owned by each shareholder before and after the redemption forced by John’s blocking the transfer of Gaetana’s

voting shares to Nathan.

Shareholder	Pre-Pickoff Percentage	Post-Pickoff Percentage
John	56.8%	71.2%
Sally	5.6%	7.0%
Angela	5.6%	7.0%
Thomas	2.8%	3.5%
Lorraine	2.8%	3.5%
Wayne	2.1%	2.6%
Diane	1.0%	1.3%
Kelly/Jillian	1.0%	1.3%
Gaetana's Estate/Nathan	20.2%	0.0%
Nathan Trust	2.1%	2.6%
Total	100%	100%

103. This Court has consistently noted that Plaintiffs' redress could be available upon the occurrence of the pickoff. To that end, this Court, in its November Decision, specifically permitted Plaintiffs to amend their pleading to allege Defendants' failure to act in good faith and in accordance with their fiduciary duties, which allegations are now the subject of the instant Second Amended Complaint.

104. In the context of Defendants' pattern of oppressive acts which, to date, have been predicted by Plaintiffs, it is worth noting that, absent this Court's intervention, Defendants' acts to further dilute Plaintiffs' interests in 4C Foods will continue. Such action could very likely take the form of an issuance by the Company of a stock dividend on *voting shares only*. Since Defendants have blocked and thereby deprived Nathan of 20.2% of Gaetana's voting shares, he would not share in these stock dividends that would have been issued on such shares. As a result, while the total number of shares received by all other shareholders would increase, such increase would occur to the exclusion of Plaintiffs' redeemed shares. As more and more voting

shares are issued, more and more of Nathan's equity becomes diluted until his overall percentage ownership in 4C Foods reaches a percentage slightly above 2.1%, Nathan's percentage ownership independent of the shares intended to be transferred by his mother. In essence, Nathan would lose almost all of the value of the 20.2% of the 4C Foods' shares that would have been passed to Nathan from Gaetana's estate.

C. Nathan's Efforts to Effectuate the Provisions of the Shareholders Agreement

105. Notwithstanding Nathan's objection to the pickoff, Plaintiffs moved ahead with the valuation process, as set forth in the Shareholders Agreement, to determine the value of the voting shares that 4C Foods was required to purchase after refusing to allow the transfer of such shares from Gaetana to Nathan.

106. To effectuate the partial buyout contemplated by the November Decision, the Shareholders Agreement includes an appraisal process to value the shares being purchased by 4C Foods at fair market value as determined by nationally recognized appraisers. The process calls for two competing appraisers to value 4C Foods. In the event that the valuations conducted by the two appraisers are within 10% of one another, the average of the appraisals shall be used. If they are more than 10% apart, then the two appraisers select a third appraiser.

107. Sections 8.1 and 8.2 of the Shareholders Agreement set forth the initial steps of retaining the two appraisers. The pertinent paragraphs of such sections provide as follows:

- Section 8.1(b): "One Appraiser (the "First Appraiser") shall be selected by [John A. Celauro]. A different Appraiser (the "Second Appraiser") shall be selected by [Plaintiffs] with respect to the purchase of Non-Transferable Shares by the Corporation pursuant to Section 4.3 . . .".
- Section 8.2(a): "The Corporations shall, and the Shareholders shall cause the Corporations to, engage the First Appraiser and the Second Appraiser within twenty (20) days following the Corporations' receipt of the notices regarding such election."

108. In accordance with section 8.1, once Nathan selects a nationally recognized appraiser, 4C Foods is obligated to “engage” such selected appraiser, that is, sign an engagement agreement obligating 4C Foods to pay for the appraisal services as required by Section 8.3.

109. On or about January 19, 2015, faced with this Court’s declared interpretation of the transfer provisions in § 4.3 of the Shareholders Agreement as it relates to the Response, Nathan initiated the appraisal process as dictated by §§ 8.1 and 8.2 – which calls for two competing appraisers to value the Company for purposes of its purchase of any non-transferrable shares – by selecting Duff & Phelps (“D&P”) as his appraiser. D&P is a nationally recognized appraiser, and there is no objection to its selection.

110. On February 4, 2015, Nathan’s counsel provided the Company’s counsel with the D&P engagement letter for signature as to its payment obligations under § 8.2(a) of the Shareholders Agreement. Receiving no response, Nathan’s counsel re-sent the engagement letter for signature and payment of the retainer amount two days later.

111. The Company’s counsel responded later that day that it had “a number of significant issues” with the letter, particularly the fact that Nathan’s counsel, rather than the Company’s counsel, would be retaining D&P. Nathan’s counsel replied that “[t]he only reasonable interpretation of the [provisions governing the appraisal process] is that each side retains an appraiser under 8.1 and 4 C pays under 8.2.”

112. As of February 10, 2015, the Company’s counsel remained obstinate, objecting to the fact that the “engagement letter with D&P has counsel for Nathan engaging D&P . . . with an attorney-client privilege attaching to any communications between D&P and Nathan,” and threatening to seek relief from the Court “pursuant to the Shareholders Agreement.”

113. Furthermore, Defendants also attempted to interject a “flat fee” requirement—as

concerns payment of the selected appraisers—into the Shareholders Agreement when none exists.

114. On February 18, 2015, Nathan’s counsel offered to compromise by revising the engagement letter to provide for the retention of D&P by the Company’s counsel while maintaining privilege and confidentiality as between D&P and Nathan’s counsel. The Company’s counsel completely ignored the offer and instead contacted D&P directly five days later without first consulting Nathan’s counsel. The communication from the Company’s counsel attached their own version of a D&P engagement letter, substantially changing the prior engagement letter and effectively precluding Nathan from having confidential communications and maintaining a privileged relationship with his own appraiser.

115. The unwillingness of the Company and its counsel to compromise on the retention of D&P ultimately forced Nathan to seek this Court’s intervention in March 2015 for resolution of the parties’ dispute over the meaning of §§ 8.1 and 8.2 of the Shareholders Agreement, particularly in light of the untenable position taken by the Company and its counsel “that they exclusively control [Nathan’s] selected appraiser, excluding [Nathan] from the process, and claiming no privilege or work product protection is afforded to protect communications between [Nathan and his counsel] and [their] selected appraiser.”

116. Nathan’s March 3, 2015 letter seeking judicial intervention closed with the following rhetorical question to which the answer should be plainly obvious: “What value would a selling shareholder’s [Nathan’s] right to select an appraiser [D&P] be if such appraiser’s scope of services and requests for information were all dictated by the opposing party [Defendants] to the exclusion of the party [Nathan] who made the selection?”

117. On June 15, 2015, after the Supreme Court Justice before whom this case was

pending retired, Nathan reiterated his request for this Court's intervention to address the contractual dispute concerning the appraisal process for the voting shares as dictated by the Shareholders Agreement.

AS AND FOR A FIRST CAUSE OF ACTION
(Breach of Fiduciary Duty by the Shareholders)

118. Plaintiffs repeat and re-allege each of the allegations contained in paragraphs "1" through "117" above as if fully set forth herein.

119. At all relevant times, the Majority Shareholders owed Plaintiffs, as the minority shareholders of 4C Foods, a fiduciary obligation of good faith, trust, loyalty, and due care, and were required to control and manage 4C Foods in a fair, just, honest, and equitable manner, to act in furtherance of the best interests of Plaintiffs, to benefit all shareholders equally and not act in furtherance of their personal interest or benefit, and to exercise good faith and diligence in the administration of the affairs of 4C Foods, the use and preservation of its property and assets, and in achieving the highest obligations of fair dealings.

120. By reason of the foregoing, and specifically by consenting to the Dilutive Amendment, the diluting dividend, and the pickoff, the Majority Shareholders breached their aforesaid fiduciary duties owed to Plaintiffs.

121. Specifically, by Defendants' conversion of Plaintiffs' valuable equity interest from voting to non-voting, Defendants have intentionally deprived Plaintiffs of their ownership of over 20% of the voting shares of 4C Foods and, as a result, intentionally deprived Plaintiffs of their statutory protection under BCL §§ 1104-a and 1118. As evidenced in this Second Amended Complaint, Defendants' oppressive actions clearly fit within the category of behavior giving rise to relief under those sections.

122. As a direct and proximate result of the aforesaid breach of fiduciary duties,

Plaintiffs have sustained damages in an amount to be determined, but believed to be in excess of \$30,000,000.

AS AND FOR A SECOND CAUSE OF ACTION
**(Breach of the Implied Covenant of Good-Faith
and Fair Dealing by the Shareholders)**

123. Plaintiffs repeat and re-allege each of the allegations contained in paragraphs “1” through “122” above as if fully set forth herein.

124. Over Plaintiffs’ objection, the Majority Shareholders entered into the Shareholders Agreement, as amended.

125. Pursuant to the Shareholders Agreement, Plaintiffs are entitled to receive the fair market value for their shares if a transfer of such shares to a permitted transferee is not permitted.

126. All contracts entered into in the State of New York, including the Shareholders Agreement, have an implied covenant of good faith and fair dealing.

127. By executing the Response and causing the selective purchase of Plaintiffs’ voting shares (and no non-voting shares), the Majority Shareholders deprived Plaintiffs of the fruits of the Shareholders Agreement.

128. By engaging in the arbitrary and unreasonable conduct described above, including executing the Response, the Majority Shareholders breached their covenant of good faith and fair dealing owed to Plaintiffs by depriving Plaintiffs of the fair market value for all of their shares in 4C Foods.

129. Plaintiffs have suffered actual injury as a direct result of the above-described breach of the covenant of good faith and fair dealing implied by law in the Shareholders Agreement.

130. Specifically, by Defendants’ conversion of Plaintiffs’ valuable equity interest

from voting to non-voting, Defendants have intentionally deprived Plaintiffs of their ownership of over 20% of the voting shares of 4C Foods and, as a result, intentionally deprived Plaintiffs of their statutory protection under BCL §§ 1104-a and 1118. As evidenced in this Second Amended Complaint, Defendants' oppressive actions clearly fit within the category of behavior giving rise to relief under those sections.

131. By reason of the foregoing, Plaintiffs have sustained damages in an amount to be determined, but believed to be in excess of \$30,000,000.

AS AND FOR A THIRD CAUSE OF ACTION
(Breach of Fiduciary Duty by the Board of Directors)

132. Plaintiffs repeat and re-allege each of the allegations contained in paragraphs "1" through "131" above as if fully set forth herein.

133. At all relevant times, the Board of Directors owed Plaintiffs, as the minority shareholders of 4C Foods, a fiduciary obligation of good faith, trust, loyalty, and due care, and were required to control and manage 4C Foods in a fair, just, honest, and equitable manner, to act in furtherance of the best interests of Plaintiffs, to benefit all shareholders equally and not act in furtherance of their personal interest or benefit, and to exercise good faith and diligence in the administration of the affairs of 4C Foods, the use and preservation of its property and assets, and in achieving the highest obligations of fair dealings.

134. By reason of the foregoing, and by specifically passing resolutions to, *inter alia*, (i) amend 4C Foods' Certificate of Incorporation to increase the number of authorized non-voting shares by four shares for every one non-voting share outstanding; (ii) declare a dividend to each holder of non-voting shares in the form of an issuance of four non-voting shares for every one non-voting share held; and (iii) adopt the Dilutive Amendment, John, Wayne and Salvatrice, as members of the Board of Directors, breached their aforesaid fiduciary duties owed

to Plaintiffs, including by materially decreasing the purchase price to be paid for Plaintiffs' voting shares.

135. This Court has determined there was no business justification for Defendants' actions, as they were taken solely to freeze-out Plaintiffs from 4C Foods.

136. Specifically, by Defendants' conversion of Plaintiffs' valuable equity interest from voting to non-voting, Defendants have intentionally deprived Plaintiffs of their ownership of over 20% of the voting shares of 4C Foods and, as a result, intentionally deprived Plaintiffs of their statutory protection under BCL §§ 1104-a and 1118. As evidenced in this Second Amended Complaint, Defendants' oppressive actions clearly fit within the category of behavior giving rise to relief under those sections.

137. As a direct and proximate result of the aforesaid breach of fiduciary duties, Plaintiffs have sustained damages in an amount to be determined, but believed to be in excess of \$30,000,000.

AS AND FOR A FOURTH CAUSE OF ACTION
(Declaratory Judgment)

138. Plaintiffs repeat and re-allege each of the allegations contained in paragraphs "1" through "137" above as if fully set forth herein.

139. To effect the partial buyout contemplated by the November Decision, on or about January 19, 2015, Nathan initiated the appraisal process set forth in the Shareholders Agreement, as amended, by selecting an appraiser.

140. On February 4, 2015, Nathan's counsel provided 4C Foods' counsel with an engagement letter for signature as to its payment obligations.

141. Beginning on or about February 6, 2015, 4C Foods objected to the engagement letter, contending that 4C Foods, not Nathan or his counsel, should control the retention of

Nathan's selected appraiser and the services to be provided in connection therewith.

142. Without the ability to control the retention of his selected appraiser and the services to be provided, Nathan's right to select an appraiser pursuant to the Shareholders Agreement, as amended, would be rendered virtually meaningless.

143. By reason of the foregoing, a bona fide justiciable controversy exists as between the parties.

144. Plaintiffs have no adequate remedy at law.

145. By reason of the foregoing, Plaintiffs are entitled to a judgment declaring that 4C Foods' obligation to "engage" the Plaintiffs' selected appraiser (as set forth in the Shareholders Agreement, as amended) is a ministerial act that is tied merely to its obligation to pay for the appraisal services, and that Plaintiffs shall be responsible for directing and overseeing the appraisal by Plaintiffs' selected appraiser.

WHEREFORE, Plaintiffs demand judgment against Defendants as follows:

A. awarding damages against the Majority Shareholders, jointly and severally, in an amount to be determined at trial believed to be in excess of \$30,000,000.00;

B. awarding damages against John, Wayne and Salvatrice, as members of the Board of Directors, jointly and severally, in an amount to be determined at trial believed to be in excess of \$30,000,000.00; and

C. a judgment declaring that 4C Foods' obligation to "engage" the Plaintiffs' selected appraiser (as set forth in the Shareholders Agreement, as amended) is a ministerial act that is tied merely to its obligation to pay for the appraisal services, and that Plaintiffs shall be responsible for directing and overseeing the appraisal by Plaintiffs' selected appraiser; together with

D. such other and further relief as this Court deems just and proper.

Dated: November 12, 2015

FARRELL FRITZ, P.C.

s/ James Wicks

By: _____

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-and-

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Attorneys for Plaintiffs

VERIFICATION

STATE OF FLORIDA)
) ss:
COUNTY OF Collier)

I, NATHAN CELAURO, being duly sworn, say: I am a plaintiff in this action, and I sign this Verification on behalf of myself individually; as Executor of the Estate of Gaetana Celauro, the deceased sole income beneficiary of the SALVATORE F. CELAURO REVOCABLE TRUST and the SALVATORE F. CELAURO IRREVOCABLE LIFE INSURANCE TRUST; as vested beneficial owner of the shares of 4C Foods held by the SALVATORE F. CELAURO REVOCABLE TRUST and the SALVATORE F. CELAURO IRREVOCABLE LIFE INSURANCE TRUST; and as co-trustee of the SALVATORE F. CELAURO CHILDREN'S TRUST f/b/o NATHAN CELAURO a/k/a the NATHAN J. CELAURO IRREVOCABLE TRUST u/a dated December 26, 1991; I have read the foregoing Second Amended Complaint and know the contents thereof; the same is true to my own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters I believe it to be true. The grounds of my belief as to all matters therein not stated upon my own knowledge are as follows: the records maintained by the plaintiffs relating to the subject of this action.

Nathan J. Celauro
NATHAN CELAURO

ACKNOWLEDGEMENT FOR OUT OF STATE NOTARY

On the 12 day of November in the year 2015 before me, the undersigned, personally appeared Nathan J. Celauro, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Madlyn Marie Darnell Stewart
Notary Public

 MADLYN MARIE DARNELL STEWART
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF044597
Expires 8/11/2017