

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

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In the Matter of the Application of,

Petitioner,

AMENDED PETITION

Index No.:

For the Judicial Dissolution of Eagle Security Group,
Inc.

Respondent,

pursuant to Business Corporation Law § 1104-a, *et. seq.*

AND GIACCHINO BRUCCULERI, RAYMOND C.
WONG, LEO S. CINQUEMANI, ANTONIO
GUADAGNINO, SALVATOREV D. GIAMMANICO,
GEORGE F. BRADLAU, MICHAEL J. TONE,
SAIMA SICUREZZA SPA, AND PHILIP KYRIACOU,

Additional Party Respondents.

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

STEVEN TELANO and VINCENT MONFREDO, the Petitioners herein, being duly sworn,
depose and say the following under the penalty of perjury:

1. Petitioner STEVEN TELANO (“Telano”) resides at 1 Schenk Drive, Shirley, NY 11967.
2. Petitioner VINCENT MONFREDO (“Monfredo”) resides at 37 Margin Drive West, Shirley, NY 11967.
3. This special proceeding is brought pursuant to section 1104-a of the Business Corporation Law for the judicial dissolution of Eagle Security Group Inc. (hereinafter “Eagle”).
4. Petitioners maintain that Eagle should be dissolved pursuant to 1104-a(a)(1) since “[T]he directors or those in control of the corporation [other than Philip Kyriacou (hereinafter “Kyriacou”)] have been guilty of illegal, fraudulent or oppressive actions toward the complaining shareholders.”

5. That Kyriacou is named as an additional party respondent herein merely because he owns 6.5% of Eagle's stock, and as such, he is a necessary party to a dissolution action.
6. Likewise, Petitioners maintain that Eagle should be dissolved pursuant to 1104-a(a)(2) since "[T]he property or assets of the corporation are being looted, wasted, or diverted for non-corporate purposes by its directors, officers or those in control of the corporation [other than by Kyriacaou]."
7. Petitioners further seek an order pursuant to Section 1104-a(d) of the Business Corporation Law adjusting the stock valuations for Eagle and providing a surcharge upon the directors or those in control of the corporation, other than Kyriacaou, due to their willful and reckless dissipation and transfer of assets and corporate property without just or adequate compensation therefor.
8. Petitioners maintain that since Eagle's formation, the directors or those in control of the corporation, other than by Kyriacaou, have systematically looted, misappropriated, wasted, diverted, usurped, and retained for their own benefit corporate assets and business opportunities without just or adequate compensation to the Petitioners.
9. Likewise, except for Kyriacou, the Respondents have all conspired together to surreptitiously set up a competing business venture or ventures to that of Eagle in order to loot, misappropriate, waste, divert, usurp, and retain for their own benefit corporate assets and business opportunities without just or adequate compensation to the Petitioners.
10. Eagle is a closely held corporation incorporated under the laws of the State of New York, with its office located at 18055 42nd Street, Astoria, NY 11105.
11. The corporation was duly formed on March 3, 2008 by Lisa Telano, the spouse of Petitioner Steven Telano and Sally Monfredo, the spouse of Vincent Monfredo.

12. Upon its formation, Eagle distributed 200 shares of no-par value stock to Lisa Telano and Sally Monfredo in equal shares (100 shares each). Accordingly, Lisa Telano and Sally Monfredo were each 50% owners of the company.
13. Eagle is not registered as an investment company under the Investment Company Act of 1940, and respondent's shares are not listed on a national securities exchange or regularly quoted in an over-the-counter market by one or more members of a national or an affiliated securities association.
14. At the time of its inception and to date, Eagle's primary business was the marketing, selling, licensing, installation, operation and maintenance of breach control security products including, but not limited to Exit Lane Breach Control Portals and related mechanical and software technology, and the provision of related consulting services. Moreover, it was contemplated that Eagle would be actively involved in the business of installing such Portals and related products at U.S. airports, as well as governmental and commercial facilities.
15. In fact, TSA and Department of U.S. Department of Homeland Security previously certified Eagle to install such security portals at airports and other facilities in the United States. The portals Eagle installed were manufactured by Respondent SAIMA SICUREZZA SPA (hereinafter "SAIMA").
16. Prior to his involvement with Respondent Telano was the CEO and co-owner of a company known as The Dominion Group. Petitioner Monfredo, who had been friends with Petitioner Telano, was also a co-owner of the Dominion Group.
17. Telano and Monfredo had two other partners in The Dominion Group, Chris Buffalino and Matt Gaines.
18. In July of 2005, The Dominion Group received the exclusive right to market and sell both internationally and domestically a security portal known as the GIL 2001 2DL, with

dynamic software (“hereinafter GIL 2001”), from Al Risi, President, on behalf of Georal International. See Exhibit “A”.

19. Prior to Eagle having received such exclusivity from Georal, Georal had contracted with Respondent SAIMA, the manufacturer of such portals, to market and sell them both internationally and domestically.
20. Georal extended the aforementioned exclusivity to The Dominion Group with the knowledge, permission and consent of SAIMA.
21. Contemporaneously with receiving such exclusivity, The Dominion Group was notified by the TSA and the U.S. Department of Homeland Security that such portal had been verified compliant with DO-230A and determined to be suitable for airline and airport unattended operational access control. See Exhibit “B”.
22. Between mid-2005 and late 2007, The Dominion Group had limited success selling the GIL 2001, having managed to sell only five of the portals to a company known as Defense Solutions.
23. In or about late 2007, Georal was faced with serious financial and operational difficulties, thereby limiting The Dominion Group’s access to acquire GIL 2001 portals.
24. By early 2008, it had become clear that Georal would be unable to supply The Dominion Group with GIL 2001 portals.
25. Faced with such circumstances, Chris Buffalino and Matt Gaines decided to leave the security portal business and went their separate ways from Telano and Monfredo.
26. Following the dissolution of their business relationship with Buffalino and Gaines, Telano and Monfredo decided they wanted to remain in the security portal business, whereupon they travelled to Italy to meet with representatives of Respondent SAIMA in an effort the gain direct access to the GIL 2001 supply chain.

27. SAIMA was intrigued by the idea of Petitioners Telano and Monfredo leveraging their law enforcement backgrounds (Telano as a New York State Trooper, and Monfredo, as a veteran of the New York City Police Department) in an effort to get the GIL 2001 into U.S. airports and other facilities. However, before it would contract directly and exclusively with Telano and Monfredo, SAIMA suggested that Telano and Monfredo use their best efforts and contacts to get SAIMA's portals installed in a United States airport.
28. Upon their return to the United States, and without stock of any GIL 2001 portals, Telano and Monfredo and their respective spouses agreed that Lisa Telano and Sally Monfredo would form Eagle Security Group, Inc., and that the new company would undertake to re-purchase the five portals The Dominion Group had previously sold to Defense Solutions. After such re-purchase, Eagle would endeavor to install the portals in a United States airport.
29. On March 3, 2008, Lisa Telano and Sally Monfredo formed Eagle Security Group, Inc.
30. In need of approximately \$240,000.00 to re-purchase the portals sold to Defense Solutions, Respondents Telano and Monfredo approached long-time friend Kyriacou to gauge his interest in investing in Eagle. Kyriacou agreed to do so in exchange for a significant ownership interest in the company. Shortly thereafter, Telano and Monfredo recognized that they would need additional capital in order to transport, install and maintain/repair the portals. This prompted Kyriacou to suggest to Telano and Monfredo that they should bring in long-time friend and businessman Jack Brucculeri, since he owned a construction company and had access to trucks, architects, engineers, and laborers.
31. Prior to his involvement with Eagle, Telano and Monfredo knew Jack Brucculeri for many years and were aware of his various business successes. Brucculeri also happened to own a restaurant that was a located next portal to Sally Monfredo's pet store in Astoria, which, prior to his involvement with Eagle, Brucculeri had purchased from her.

32. Brucculeri was agreeable to joining the company, provided he could acquire a majority stake in the company and run its day to day operations. Telano, Monfredo and Kyriacou were agreeable to same.
33. Accordingly, in mid-2008, Sally Monfredo and Lisa Telano agreed that they would divest themselves of their ownership in the company and transfer their shares of stock in Eagle to Brucculeri, Kyriacou, Vincent Monfredo and Steven Telano.
34. Though such agreement was consummated in the middle of 2008, it was not formalized and reduced to writing until March 1, 2010, when the above parties entered into a Shareholders Agreement (hereinafter "Agreement"), a copy of which is annexed hereto as Exhibit "C".
35. Pursuant to paragraph 2.1 of the agreement, stock in the company would be distributed as follows:
- Jack Brucculeri: 124 shares (62%)
 - Philip Kyriacou: 13 shares (6.5%)
 - Vincent Monfredo: 50 shares (25%)
 - Steven Telano: 13 shares (6.5%)
36. The Agreement further acknowledged that prior to the effective date of the agreement, Brucculeri had made capital contributions totaling \$430,000.00, Vincent Monfredo -- \$230,000.00, Philip Kyriacou -- \$240,000.00, and Steven Telano -- \$220,000.00. See paragraph 3.6(c).
37. In order to compensate Steven Telano for being allocated a reduced percentage of ownership in Eagle, Eagle agreed to repay in two equal installments, a portion of his capital contribution. In this regard, Telano was to receive \$60,000.00 on or before March 1, 2011 and a second installment of \$60,000.00 on or about March 1, 2012. See par. 3.6(c)(ii). Upon Eagle's later request, Telano deferred the first payment. To date, he has yet to receive any portion of either of these installment payments.

38. Due to the mismanagement, fraud, conspiracy and fiduciary breaches of the Respondents, other than Kyriacaou, Telano never received either of the above payments, thereby justifying the remedy of surcharge against the Respondents, other than Kyriacaou.
39. Upon becoming the majority owner of the company in the middle of 2008, Brucculeri entered into a deal on behalf of Eagle with Defense Solutions to re-purchase its five GIL 2100 portals. Brucculeri did so without informing his co-shareholders of the terms of the agreement. Despite being asked by Telano and Monfredo to divulge the terms of such deal, to date, Brucculeri has refused to discuss same, or to provide details of the transaction to Telano and Monfredo.
40. Upon acquiring the portals, Telano and Monfredo leveraged a relationship they had with an individual by the name of Angela Palazzo, which enabled them to perform a demonstration of the GIL 2100 at the Atlantic City, New Jersey Airport (hereinafter “ACY”).
41. Soon thereafter, Eagle performed such demonstration at ACY.
42. Upon the strength of such demonstration, Eagle was awarded a contract to install five security portals at ACY, but not before certain modifications were made to the portals. More specifically, the portals had openings that could allow materials such as explosives to be passed through them, thereby negating their very purpose. Upon being informed of same, Eagle modified the design of the portal, thereby eliminating the aforesaid openings. Such modified design became known as the Eagle 1 and Eagle 2 security portals, which set a new standard the industry in for security portals.
43. Upon the strength of the ACY deal and the advent of the Eagle 1 and Eagle 2 security portals, on September 24, 2009, Eagle was granted in writing the exclusive right to sell, install and otherwise commercialize the portals in the entire United States. See Exhibit “D”.

44. Brucculeri as the owner of 124 shares of stock, or sixty-two percent (62%), is entitled to vote in an election of Respondent's directors. Brucculeri also serves as a member of Eagle's Board of Directors, is the Chairman of the Board, and is President and Chief Executive Officer of the company.
45. Prior to his resignation from Eagle, the circumstances of which will be discussed in greater detail below, Respondent Wong was installed by Brucculeri as an officer of Eagle, and more specifically, he was hired as Eagle's Vice President and Secretary, though he was never a shareholder of the corporation.
46. Brucculeri explained to Telano and Monfredo that Wong was brought onboard to become the face of the company.
47. Brucculeri intended for Wong to take over Telano's and Monfredo's role in the company. In fact, Wong, along with Brucculeri, assumed control of the company's daily operations in every respect.
48. Upon Brucculeri having become involved with Eagle, at Brucculeri's insistence, he was granted access by Telano and Monfredo to their contacts in the law enforcement and security industries. These contacts were vital to the growth of the company, and once Brucculeri had established his own connection with these individuals, he introduced them to Wong, whereupon he and Wong sidestepped Telano and Monfredo entirely and began doing business with them directly and to the exclusion of Telano and Monfredo.
49. Following Wong's hiring by Brucculeri, Monfredo and Telano's roles with the company were virtually eliminated, this despite the fact that Monfredo was a member of the Board of Directors.
50. Eventually, Monfredo was barred by the Respondents from participating in board meetings or from carrying out his duties and functions as a board member.

51. Prior to becoming employed by Eagle, Wong was employed by Brucculeri in one or more of Brucculeri's other business ventures.
52. Wong is presently employed by Brucculeri in one or more of Brucculeri's other business ventures.
53. Wong had a written employment contract with Eagle.
54. Such contract had a non-compete provision.
55. Wong committed a material breach of such employment contract when he unilaterally terminated his employment with Eagle.
56. Wong committed a material breach of such contract when he accepted employment with SAIMA upon immediately after leaving his employment with Eagle.
57. Wong committed a material breach of such contract when he sabotaged Eagle's website upon terminating his employment with Eagle.
58. Despite being a corporate officer of Eagle, Wong wrongly accepted employment with Respondent SAIMA and other companies, owned, operated and/or controlled by one or more of the Respondents.
59. Respondent SAIMA and such other companies were intentionally and fraudulently funneled security portal business by Wong and the other Respondents, other than Kyriacaou, in an effort to divert such business away from Eagle.
60. By diverting such business away from Eagle, Telano and Monfredo were deprived of their share of profits and the benefit of their investment in Eagle.
61. Wong and the other Respondents, other than by Kyriacaou, were instrumental in the sale, marketing and distribution of security portals in the United States through companies other than Eagle, notwithstanding SAIMA's exclusivity deal with Eagle.
62. Such efforts by Wong and the other Respondents constituted a fraud upon Eagle, Telano and Monfredo.

63. Respondent Cinquemani serves on Eagle's Board of Directors, though he is not a shareholder of the corporation.
64. Cinquemani is an attorney and partner of Brucculeri in a number of other companies.
65. Cinquemani is Brucculeri's cousin.
66. Cinquemani was instrumental in barring Telano and Monfredo from participating in Eagle's business affairs.
67. Respondent Guadagnino was Eagle's certified public accountant, though he is not a shareholder of the corporation.
68. Guadagnino was previously employed by Brucculeri in one or more of Brucculeri's other business ventures.
69. Guadagnino is presently employed by Brucculeri in one or more of Brucculeri's other business ventures.
70. Guadagnino was instrumental in falsifying the financial and business records of Eagle in an effort to conceal the fraud perpetrated by the Respondents, other than Kyriacaou, including, but not limited to Wong, Brucculeri, and Cinquemani, upon Eagle, Telano and Monfredo.
71. Respondent Bradlau, along with Respondent Tone, are attorneys who served as general counsel to Eagle, though they are not shareholders of the corporation.
72. Bradlau, along with Tone, are attorneys who continue to serve as general counsel to Eagle.
73. Bradlau and Tone were instrumental in setting up competing business ventures that were wrongly, and intentionally funneled business belonging to Eagle.
74. Respondent SAIMA holds no stock ownership in Eagle
75. Respondent Giammanco is SAIMA's Chief Engineer.
76. Giammanco is not a shareholder of Eagle.

77. SAIMA and Giammanco were instrumental in diverting security portal business away from Eagle, Telano and Monfredo, and steering such business to business entities fraudulently created, controlled, managed, and/or maintained by the other Respondents.
78. SAIMA knowingly and intentionally breached its contract with Eagle when it unilaterally terminated Eagle's right to serve as SAIMA's sole and exclusive distributor of its security portals in the United States.
79. SAIMA conspired with the Respondents, other than Kyriacaou, to cancel its contract with Eagle so that it could divert business to Brucculeri and Wong through business entities other than Eagle.
80. Following the ACY deal, Eagle installed eight security portals in the Syracuse, New York Airport, and one portal at the Crystal City Day Care facility for a total of fourteen portals.
81. Despite deriving substantial profits from the sale, maintenance and installation of such portals, the Respondents, other than Kyriacaou, conspired together to fraudulently divert such profits to the Respondents, all to the exclusion of Eagle, Telano and Monfredo.
82. In fact, neither Telano, nor Monfredo ever derived any distribution of profits, or dividends from Eagle.
83. Moreover, despite having repeatedly requested an accounting of Eagle's earnings and expenses, Telano and Monfredo were denied same by Wong, Brucculeri, Cinquemani, Guadagnino, Bradlau, and Tone.
84. In furtherance of such fraud, the Respondents, other than Kyriacaou, and more specifically, Wong, Brucculeri, Cinquemani, Guadagnino, Bradlau, and Tone, all conspired to falsify Eagle's financial records, so they could conceal the fact that such profits were diverted to them.

85. The Respondents, other than Kyriacaou, and more specifically, Wong, Brucculeri, Cinquemani, Guadagnino, Bradlau, and Tone, falsely represented the names of those employed by Eagle and otherwise overstated its payroll.
86. The Respondents, other than Kyriacaou, and more specifically, Wong, Brucculeri, Cinquemani, Guadagnino, Bradlau, and Tone, doled out no show jobs and significant cash payments to a roster of bogus employees of Eagle, all with the intention of bleeding Eagle of its capital and diverting such capital to the Respondents.
87. The Respondents, other than Kyriacaou, and Brucculeri and Wong intentionally thwarted the consummation of a deal that was in place between Eagle and the Seattle, Washington Airport for the installation of two portals.
88. The Respondents, other than Kyriacaou, and Brucculeri and Wong intentionally thwarted the consummation of a portal deal between Eagle and the Dallas/Fort Worth, Texas Airport, which would have resulted in the installation of sixty security portals. More specifically, with the permission and consent of Brucculeri, Wong and Cinquemani, Monfredo arranged for the installation and testing of one security portal in the Dallas/Fort Worth Airport. Following same, the parties representing the Dallas/Fort Worth Airport informed Brucculeri and Wong that they were impressed by the portal and that they wanted to place an order with Eagle for sixty more portals. Brucculeri and Wong knowingly and intentionally withheld this information from Monfredo. Nevertheless, Monfredo discovered same, as well as the fact that Brucculeri and Wong had withheld the information from him. This prompted Monfredo to bring up the Dallas/Fort Worth order at an Eagle board meeting. In addition to all of the board members being present, Respondents Wong, Bradlau and SAIMA were also present. Immediately upon Monfredo having raised the issue with the board, Brucculeri became very upset with Monfredo, and in an irate manner, asked Monfredo how he had discovered such information. Shortly thereafter, Wong and

Bradlau each exclaimed that as a result of Monfredo having become aware of the Dallas/Fort Worth deal for sixty portals, “Jack will kill the deal.” Such response by Brucculeri, coupled with Wong and Bradlau’s statements, clearly evidence that the Respondents intended to keep the Dallas/Fort Worth deal a secret so that they could divert it away from Eagle and into a company or companies owned, operated, controlled, maintained, managed, and operated by the Respondents, all to the detriment of Eagle, Monfredo and Telano.

89. The Respondents, other than Kyriacaou, and Wong defrauded the Petitioners by submitting a competing bid to that of Eagle for the installation of security portals at the St. Petersburg/Tampa Airport through an alter-ego company owned and/or controlled by the Respondents. Eagle’s bid had been submitted in the Fall of 2013.

90. Such alter-ego was a company named Eveland Brothers, Inc.

91. The Respondents and Wong, in particular, defrauded the Petitioners by submitting a competing bid to that of Eagle for the installation of security portals at the St. Petersburg/Tampa Airport, through Respondent SAIMA.

92. The bids submitted by Wong through Eveland Brothers, Inc. and SAIMA were virtually identical to Eagle’s bid.

93. The submission of the Eveland Brothers, Inc. and SAIMA’s bids occurred in early 2014, and immediately after Wong left his employment with Eagle and immediately after SAIMA cancelled Eagle’s contract to serve as SAIMA’s sole distributor in the United States.

94. In order to avoid being accused of bid rigging and other criminal conduct, upon Telano and Monfredo having discovered that Wong had submitted competing bids through Eveland Brothers, Inc. and SAIMA, Telano and Monfredo withdrew Eagle’s bid.

95. Ultimately, Eveland Brothers, Inc. was awarded the bid to install security portals in the St. Petersburg/Tampa Airport, thereby causing Eagle to lose a significant business opportunity. In turn, Telano and Monfredo were damaged to the extent that they were denied a share in the potential profits of such opportunity.
96. Next, the Respondents, other than Kyriacaou, falsified the books and financial records of the company to conceal the embezzlement of Eagle's assets by the Respondents, other than Kyriacaou.
97. The falsification of the company's books and records was primarily undertaken by Respondents Wong, Guadagnino and Brucculeri.
98. Wong conspired with the other Respondents, other than Kyriacaou, and more particularly, Guadagnino and Brucculeri, to conceal, falsify and misrepresent Eagle's earnings and expenses.
99. More specifically, Wong, Guadagnino and Brucculeri overstated Eagle's expenses and understated Eagle's income and earnings.
100. By so doing, Wong, Guadagnino and Brucculeri defrauded Eagle, Telano and Monfredo, as well as federal, state and municipal taxing authorities.
101. In addition, Wong, Guadagnino and Brucculeri falsely overstated and inflated the size of a loan Brucculeri had made to the company.
102. Such misrepresentation was made so as to enable Brucculeri to fraudulently embezzle \$400,000.00 from Eagle.
103. Such embezzlement was done to the detriment of Eagle, Telano and Monfredo.
104. The above financial irregularities were uncovered by potential investors in Eagle while they were conducting financial due diligence relative to their potential investment in Eagle.
105. These investors had been introduced to Eagle by Monfredo and Kyriacou.

106. Monfredo and Kyriacou believed that Eagle required a large infusion of cash from these investors (in exchange for a significant equity stake in the company) in order to bolster and grow Eagle's business operations.
107. Monfredo and Kyriacou introduced these investors to Brucculeri and Wong, whereupon Brucculeri and Wong took over negotiations from Monfredo and Kyriacou.
108. Brucculeri and Wong intentionally excluded Monfredo and Kyriacou from further negotiations with these investors.
109. During their negotiations, Brucculeri and Wong were repeatedly asked by the aforementioned investors to furnish them with Eagle's financials, company books and records.
110. Brucculeri and Wong repeatedly stalled and delayed in responding to these requests so that they, along with the assistance of Guadagnino, could create a false set of financials that would entice the above investors into taking an equity stake in Eagle.
111. Brucculeri, Wong and Guadagnino did so without the knowledge, permission and consent of Telano and Monfredo.
112. Upon discovering significant financial irregularities relating to Eagle's financial condition, the above investors asked Brucculeri and Wong to explain why such discrepancies existed.
113. Brucculeri refused to offer any explanation to such investors relative thereto.
114. Wong, rather than offering an explanation concerning these irregularities, immediately resigned from Eagle. Contemporaneously with his resignation, Wong informed Telano and Monfredo that he was going to shut down the business operations of Eagle, so his reputation would not be tarnished in the "airport" industry.

115. Such fraud on the part of Brucculeri, Wong and Guadagnino led the above investors to back out of their deal to acquire a majority stake in Eagle in exchange for a substantial infusion of capital into the company.
116. Wong had no authority to shut down Eagle's business operations.
117. Eagle suffered significant harm as a result of such fraud and the decision of the aforesaid investors to back out of their deal to acquire a significant stake in the company.
118. Wong undertook to shut down Eagle's business operations so as to conceal his fraudulent conduct, as well as the fraudulent conduct of the other Respondents.
119. The day following Wong's resignation from Eagle, he became employed by Respondent SAIMA.
120. Wong's employment with SAIMA was for the purpose of selling security portal directly for SAIMA, as well as for alter-egos of Eagle, to airports and other facilities.
121. Such employment was undertaken by Wong despite his knowledge that SAIMA had given Eagle exclusivity with respect to the sale, installation and marketing of its security portals.
122. Wong's employment constituted a breach of his fiduciary duties as an officer of the company vis-à-vis Eagle, Telano and Monfredo, as well as a breach of his employment contract with Eagle.
123. Wong's employment with SAIMA and his transacting of security portal business on its behalf, as well as on behalf of alter-egos of Eagle, was designed to usurp corporate opportunities belonging to Eagle and to defraud Eagle, Telano and Monfredo.
124. Brucculeri and the other Respondents, other than Kyriacaou, facilitated Wong's departure from Eagle and his conducting of business on behalf of SAIMA and alter-egos of Eagle.

125. Brucculeri allowed Wong to transact business on behalf of SAIMA and alter-egos of Eagle from his office in Astoria, NY.
126. Brucculeri and the other Respondents, other than Kyriacaou, conspired with Wong to cause the demise of Eagle by bleeding it of its assets, stealing its present customers, and diverting all its future business prospects.
127. Brucculeri and the other Respondents, other than Kyriacaou, derived substantial financial benefit from Wong's fraudulent conduct in this regard.
128. Brucculeri and the other Respondents, other than Kyriacaou, derived substantial financial benefit from Wong's sale of security portals for SAIMA and alter-egos of Eagle. These sale transactions each constituted a fraud upon Eagle, Telano and Monfredo, as well as a breach of the Respondents' fiduciary duties vis-à-vis Eagle, Telano and Monfredo.
129. More particularly, Wong sold security portals to the airport in Mosinee, Wisconsin, as well as the John F. Kennedy International Airport in New York. Attached hereto as Exhibit "E" is an excerpt from Wong's LinkedIn page wherein he takes credit for making such sales on behalf of SAIMA.
130. Telano and Monfredo had no knowledge of the above, and thus, did not give their permission and consent with respect thereto.
131. Telano and Wong derived no financial benefit of any kind from the Respondents' fraud following Wong's departure from the company.
132. As a result thereof, Eagle, Telano and Monfredo suffered irreparable financial injury and harm.
133. Despite their efforts to drive Eagle into the ground, the Respondents never dissolved the company. Rather, they opted to bleed it of all of its cash holdings and good will.

134. Prior to becoming aware of just how grave Eagle's financial condition was, upon Telano and Monfredo having confronted Brucculeri about the Respondents' fraud, Brucculeri informed them that he would transfer all ownership of the company to them, along with its cash assets, and inventory of portals.
135. Despite repeated meetings having been held, wherein such an arrangement was discussed, ultimately, Brucculeri put off Telano and Monfredo until he ultimately refused to do turn over the company, or its books and records to Telano and Monfredo.
136. At the inception of their business relationship, Brucculeri, Telano and Monfredo agreed that one of the main components of their compensation would be their corporate stock. Their joint expectation was that, with the success of their venture, these shares would become valuable assets, compensating them for their time and effort in building a successful real estate brokerage.
137. During their involvement with Eagle, the Respondents, other than Kyriacaou, continually engaged in various acts that constituted breaches of the aforementioned agreement. Moreover, such conduct has continually threatened the existence and financial integrity of the company.
138. The aforementioned acts constitute a breach of the Respondents' fiduciary obligations to Eagle, Telano and Monfredo, and prove that the Respondents, other than Kyriacaou, have misappropriated, wasted, diverted, usurped, and/or retained for their own benefit corporate assets and business opportunities without just or adequate compensation to either Eagle, Telano, or Monfredo.
139. All the above clearly and unequivocally evidence the Respondents', other than Kyriacaou, intention to breach their fiduciary obligations to Eagle, Telano and Monfredo, as well as their intention to misappropriate, waste, divert, usurp, and/or retain for their own

benefit corporate assets and business opportunities without just or adequate compensation to either Eagle, Telano and/or Monfredo.

140. In view of all the above, it is abundantly clear that the Respondents, other than Kyriacaou, have opened competing business ventures to Eagle, all with the intention of bleeding Eagle of its assets. The Respondents, other than Kyriacaou, have taken significant steps to do so, all the while engaging in oppressive conduct designed to rob Telano and Monfredo of the value of their ownership interest in Eagle. More specifically, it is maintained that they have:

- falsified the financial books and records of the company;
- incorporated new entities which have served as the vehicle for their competing business ventures;
- set up bank accounts for such competing business ventures;
- registered EIN numbers with the Internal Revenue Service for such competing business ventures;
- engaged in a marketing and advertising plan in an effort to advertise the services of such competing business ventures, and to make clear to the public that they wish to engage in business relations with them under the banner of their competing business venture;
- knowingly and systematically engaged in a scheme to prevent Telano and Monfredo from participating in the business of Eagle;
- knowingly and systematically engaged in a scheme to denigrate Telano and Monfredo, all in an effort to reduce their standing in Eagle;
- knowingly and systematically attempted to sabotage and undermine Eagle, Telano and Monfredo, all with the intention of diverting business opportunities away from Eagle, Telano and Monfredo.

141. Between mid-2008 to the present time, the Petitioners have conducted themselves in conformity with their agreement with Brucculeri. However, since mid-2008, Brucculeri, individually, and with the assistance and participation of the other Respondents, other than Kyriacaou, has been guilty of illegal, fraudulent and oppressive actions toward Telano and Monfredo, as has been alleged herein.

142. Likewise, Brucculeri and the other Respondents, other than Kyriacaou, have looted, wasted and diverted corporate assets for non-corporate purposes, as is alleged herein.

143. By reason of the above, Telano and Monfredo have been unfairly denied their reasonable expectations of a fair return on their investment, and of participation in the management and operation of the business.

144. Upon information and belief, the corporation's property and assets are being looted, wasted or diverted by the Respondents, other than Kyriacaou, for non-corporate purposes. As noted above, amongst other things, the Respondents, other than Kyriacaou, have committed the following acts:

- Appropriated corporate opportunities and income for their own benefit.
- Diverted corporate funds for their own personal use in the form of various perquisites and benefits.
- Diverted further substantial corporate revenues to themselves in the form of income and have manipulated or caused the manipulation of Respondent's financial records or statements to conceal the full scope of their income.
- To further conceal all the above, the Respondents, other than Kyriacaou, have refused to disclose to Telano and Monfredo corporate information and records to which they are entitled.
- Sought to prevent Telano and Monfredo from accessing the company's financial records.
- Have caused Eagle to pay them and other third-parties salaries and other compensation and benefits in excess of the value of the services that they have provided in return.

145. Since Eagle is a closely held corporation, there is no market for its stock.

146. Liquidation of the corporation is the only feasible means whereby Telano and Monfredo can reasonably expect to obtain a fair return on their investment and is necessary to protect the rights and interests of the corporation's shareholders.

147. Commencing in mid-2008 and continuing to the present time, the Respondents, other than Kyriacaou, individually and acting as officers, directors and persons in control of Eagle, entered a course of conduct designed to oppress Telano and Monfredo for the purpose of continuing to loot, waste and divert assets of the corporation to themselves.

148. Commencing in mid-2008, and continuing to the present time, the Respondents, other than Kyriacaou, individually and acting as officers, directors and persons in control

of Eagle, have been guilty of illegal, fraudulent or oppressive actions towards Telano and Monfredo.

149. For approximately 10 years and continuing to the present time, the Respondents, other than Kyriacaou, individually and acting as officers, directors and persons in control of Eagle, have systematically caused corporate assets to be looted, wasted or diverted for non-corporate purposes.

150. It is in the beneficial interest of Telano and Monfredo that the corporation be dissolved so that the Respondents can no longer frustrate their ability to realize the true value of the corporation's assets and in order to prevent the continuing waste of those assets.

151. Liquidation of Eagle is the only feasible means whereby Telano and Monfredo can reasonably expect to obtain a fair return on their investment and is necessary to protect the rights and interests of the shareholders of the corporation.

152. No remedy exists, short of dissolution of the corporation, to properly protect Telano and Monfredo's rights and interests.

153. Telano and Monfredo have no adequate means of recovering their investment or equity, short of dissolution pursuant to BCL § 1104-a.

154. Telano and Monfredo have devoted many years to the development of Eagle.

SECOND CAUSE OF ACTION FOR ACCOUNTING

155. Petitioner repeat and reallege all the allegations set forth in paragraphs 1 through 155 herein.

156. Upon information and belief, the Respondents are directors, officers and majority shareholders of Eagle.

157. Upon information and belief, the Respondents owe a fiduciary duty to Telano and Monfredo as co-shareholders those who are in control of Eagle.

158. Upon information and belief, the Respondents, other than Kyriacaou, have collected goods, services, benefits and monies that total a substantial amount, the amount of which is unknown to Telano and Monfredo.
159. Telano and Monfredo hereby demand that the Respondents account for their actions and pay over to them the amounts rightfully due to them.
160. Telano and Monfredo hereby demand that the Respondents turn over the books and records of the corporation.
161. As a consequence of the above, Telano and Monfredo have been greatly harmed and do not possess an adequate remedy at law.
162. Telano and Monfredo demand that the Respondents account for their actions.

WHEREFORE, Petitioners respectfully request:

1. An order pursuant to Sections 1104-a and 1111 of the Business Corporation Law judicially effecting the dissolution of Eagle Security Group, Inc.
2. An order pursuant to Section 1104-a(d) of the Business Corporation Law adjusting the stock valuations for Eagle Security Group, Inc.. and surcharging the Respondents, other than Kyriacaou, due to their willful conduct of having looted, misappropriated, wasted, diverted, usurped, and/or retained for their own benefit corporate assets and business opportunities without just or adequate compensation.
3. An order directing an accounting herein;
4. An order granting the Petitioners the costs and disbursements of this proceeding, including reasonable attorneys' fees; and
5. An order granting the Petitioners such other relief as the court may deem just and proper.

Dated: Lynbrook, NY
February 1, 2019



PETITIONER – STEVEN TELANO



PETITIONER – VINCENT MONFREDO

Severally sworn to me this 1st day of
February 2019



Notary Public
Adam D. Glassman
Notary Public, State of New York
Registration Number: 02GL6045667
Qualified in Nassau County
Commission Expires January 29, 2023

STATE OF NEW YORK)
) ss:
COUNTY OF QUEENS)

STEVEN TELANO, being duly sworn, deposes and says:

I am a Petitioner in the within action, I have read the foregoing PETITION and know the contents thereof; the same is true to my own knowledge, except as to matters therein stated to be alleged on information and belief, and as to those matters I believe it to be true.



PETITIONER – STEVEN TELANO

Sworn to me this 1st day of
February 2019



Notary Public
Adam D. Glassman
Notary Public, State of New York
Registration Number: 02GL6045667
Qualified in Nassau County
Commission Expires January 29, 2023

STATE OF NEW YORK

)

) ss:

COUNTY OF QUEENS

)

VINCENT MONFREDO, being duly sworn, deposes and says:

I am a Petitioner in the within action, I have read the foregoing PETITION and know the contents thereof; the same is true to my own knowledge, except as to matters therein stated to be alleged on information and belief, and as to those matters I believe it to be true.



PETITIONER – VINCENT MONFREDO

Sworn to me this 1st day of
February 2019



Notary Public
Adam D. Glassman
Notary Public, State of New York
Registration Number: 02GL6045667
Qualified in Nassau County
Commission Expires January 29, 2023

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS Index No.:

In the Matter of the Application of,

Petitioner,

For the Judicial Dissolution of Eagle Security Group, Inc.

Respondent,

pursuant to Business Corporation Law § 1104-a, *et. seq.*

AND GIACCHINO BRUCCULERI, RAYMOND C.
WONG, LEO S. CINQUEMANI, ANTONIO
GUADAGNINO, SALVATOREV D. GIAMMANICO,
GEORGE F. BRADLAU, MICHAEL J. TONE, SAIMA
SICUREZZA SPA and PHILIP KYRIACOU,

Additional Party Respondents.

AMENDED VERIFIED PETITION

ALAN C. GLASSMAN

Attorney for Petitioners

STEVEN TELANO

And

VINCENT MONFREDO

34 Atlantic Avenue, Suite 200

Lynbrook, NY 11557

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