

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

**PRESENT: HON. JOEL M. COHEN**

**PART IAS MOTION 3EFM**

*Justice*

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OMER GRGUREV AND FERDO GRGUREV, AS MINORITY  
SHAREHOLDERS EACH OWNING 25% OF ALL  
OUTSTANDING SHARES OF OCINOMLED, LTD,

**INDEX NO. 157551/2019**

Petitioners-Plaintiffs,

- v -

MILAN LICUL INDIVIDUALLY, AND AS THE HOLDERS OF  
50 PERCENT OF ALL OUTSTANDING SHARES OF  
OCINOMLED, LTD., AS ACTING OFFICERS, DIRECTORS  
AND CONTROLLING SHAREHOLDERS OF OCINOMLED,  
LTD., BRANKO TURCINOVIC INDIVIDUALLY, AND AS  
THE HOLDERS OF 50 PERCENT OF ALL OUTSTANDING  
SHARES OF OCINOMLED, LTD., AS ACTING OFFICERS,  
DIRECTORS AND CONTROLLING SHAREHOLDERS OF  
OCINOMLED, LTD., OCINOMLED, LTD., ANTHONY  
ANTONELLO, THE HARTFORD LIFE INSURANCE  
COMPANY,

**FINAL JUDGMENT**

Respondents-Defendants.

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WHEREAS the Court referred this matter to Special Referee Christopher E. Chang to hear, report, and make recommendations on the dissolution of Ocinomled Ltd. (“Delmonico’s”), pursuant to Order entered on August 10, 2020 (Doc. 225); and

WHEREAS the Special Referee conducted proceedings between August 10, 2020 and October 14, 2020, including three days of hearings, October 12 – October 14, 2021. (Doc. 363, Doc. 364, and Doc. 365 (Tr. of Proceedings)); and

WHEREAS the Special Referee issued a Report with Recommendations on October 26, 2020 (the “Referee Report”) (Doc. 234); and

WHEREAS upon motion of Petitioners, (Mot. Seq. 7), the Court confirmed in part, and modified in part the Referee Report, and directed the Special Referee to recalculate certain amounts, pursuant to Order entered on December 22, 2020 (Doc. 325); and

WHEREAS the Referee has supplemented his findings, pursuant to a Supplemental Report filed on January 15, 2020 (Doc. 342, *et seq.*), and a Second Supplemental Report, filed February 12, 2021 (Doc. 366.), it is hereby:

ORDERED, ADJUDGED, AND DECREED IN EQUITY as follows:

1. Forfeiture of Interests. Ocinomled Ltd. is equitably dissolved, such that any and all equity interests in Delmonico's of Respondent Milan Licul and Branko Turcinovic, of any class or kind, are forfeited in their entirety to Delmonico's, resulting in Petitioners Ferdo Grgurev and Omer Grgurev each owning 50% of the remaining outstanding equity interests in Delmonico's.
2. Cooperation in Transfer of Property. Respondents shall within 10 business days affirmatively identify all property belonging to Delmonico's in their possession, custody, and control (the "Property"), and effectuate, and cooperate in, an orderly transfer of the Property to Petitioners (or at their direction). This includes, but is not limited to: (i) keys, passwords, and security codes for Delmonico's, properly identified so that they may readily be used; (ii) web domains or other digital assets belonging to Delmonico's; (iii) inventory, fixtures, and personal property belonging to Delmonico's; (iv) event deposits and calendars; and (v) any previously unidentified cash assets belonging to Delmonico's. Other than as specifically set forth in this judgment, Respondents shall not retain possession, custody, or control of any property belonging to Delmonico's, all of which shall be delivered to Petitioners or at their direction.

3. Cooperation in Transfer of Rights and Interests. Respondents shall immediately identify, effectuate, and cooperate in the transfer to Petitioners (or at their direction) of all rights and interests necessary to the ownership or control over Delmonico's business, including but not limited to State of New York, State Liquor Authority ("SLA") license to sell alcoholic beverages on premises or off, food or beverage licenses or permits, trademark and intellectual property rights, and all other regulatory licenses or permits. With respect to the SLA liquor license, the foregoing specifically requires Respondents to cooperate in good faith in all steps necessary to effectuate a replacement of the license by Petitioners without interruption of Delmonico's lawful right to sell alcoholic beverages on premises, including but not limited to (i) executing the Affidavit Granting Authority to Act, the Safekeeping Affidavit, the Surrender Affidavit, and the Affidavit in Lieu of Liquidators Permit, substantially in the form as annexed as Appendix A; and (ii) delivering possession of the original SLA liquor license certificate at the direction of Petitioners. Other than as specifically set forth in this judgment, Respondents shall not retain possession, custody, or control over any property, rights, or interests of Delmonico's, all of which shall be transferred to Petitioners or at their direction.

4. Cooperation in Transfer of Administration. Respondents shall affirmatively and as soon as practicable cooperate in the transfer and replacement of all administrative services for Delmonico's as may be directed by Petitioners, including but not limited to payroll and health care administration.

5. Prompt Cooperation. Respondents shall promptly cooperate with reasonable requests by Petitioners necessary to effectuate an orderly transition of Delmonico's to Petitioners' control, including but not limited to providing information and signing documents that are reasonable and necessary to such transition.

6. Books and Records of Account. Respondents shall, within thirty (30) calendar days, identify and turn over to Petitioners all original books and records of financial accounts for Delmonico's, including records of sales, cash receipts, purchases, payroll, distributions and payments of any kind, tips to staff, vendor or purveyor payments and payables, all assets and liabilities, and related records of any kind and description, including any digital books and records on their original media. Prior to such delivery, RESPONDENTS MAY MAKE AND RETAIN COPIES OF ALL SUCH RECORDS AS NEEDED FOR ANY FUTURE PURPOSES, including Respondents' defense against any litigation, regulatory, or other similar proceedings. Respondents shall retain sole responsibility for all such copies, which they shall keep confidential, unless required by law, or by taxing or other governmental authorities for legitimate purposes. Delmonico's shall also take steps to ensure retention of documents pertinent to pending lawsuits.

7. Trade Secrets. Respondents shall within 10 business days identify, disclose, and turnover to Petitioners all customer lists, calendars of booked or other events, trade secrets, menu and bar recipes, processes, methods, or technical information of Delmonico's, and any other matters designated by Petitioners as valuable assets of Delmonico's ("Trade Secrets"). Unless Respondents obtain the prior written consent of each of the Petitioners, or required by law with reasonable prior notice to Petitioners to seek intervention to avoid disclosure, Respondents shall not disclose any Trade Secrets to any individual or organization.

8. Noncompetition. Effective upon entry of judgment, and for a period of two years thereafter, Respondents are enjoined and restrained from having any direct or indirect interest (e.g., individually, through any business entity, or in combination with any other person or entity), in any business that (i) uses the name or trademark "Delmonico's" in any manner or

(ii) is a restaurant or hospitality business located within one mile of Delmonico's 56 Beaver Street location. The foregoing does not prohibit or limit Delmonico's or Petitioners or any third party from seeking to enforce common law or statutory rights independent of this Judgment against Respondents or others with respect to the use of the name or trademark "Delmonico's" beyond the two-year period set forth above.

9. Indemnification of Petitioners and Delmonico's. Respondents shall indemnify and hold Petitioners and Delmonico's harmless for any unpaid tax liabilities, interest charges, penalties, fines, settlements, judgments, or similar charges arising out of any tax, legal, regulatory, enforcement, or similar proceedings resulting from Respondents' exclusive control of Delmonico's prior to the appointment of the Temporary Receiver in this action. Respondents shall pay the reasonable costs and attorneys' fees associated with any defense of such proceedings.

10. Indemnification of Licul. Licul shall have indemnification from Delmonico's, and from Petitioners personally, for any liability arising out of any payment default by Delmonico's occurring after the date of entry of this Judgment with respect to personal guarantees executed by Licul for debts and obligations of Delmonico's, including Delmonico's existing lease, until its expiration date on December 31, 2022, for the premises at 56 Beaver Street, New York, NY 10004. In the event of an extension of the Delmonico's lease, Petitioners and Delmonico's shall assure that Licul is no longer a personal guarantor of any Delmonico's lease obligations.

11. Termination of Rights and Interests. All Respondents' perquisite rights, benefits, or interests obtained through Delmonico's shall immediately be discontinued and

terminated, including but not limited to health insurance coverage, life insurance coverage, car leases, and credit cards.

12. Reserves. Petitioners are directed to reserve \$100,000 of Delmonico's funds for payment of the commission of the Temporary Receiver and \$153,437 for repayment towards Delmonico's CARES Act Paycheck Protection Program loan obtained in 2020 (the "PPP Loan"). Such funds shall be maintained in a segregated account of Delmonico's, with the balance to be released to Delmonico's general operating account by Petitioners, without further notice or approval from the Court, after all PPP Loan obligations are discharged and/or repaid as required by law, and after the Temporary Receiver's commission, as authorized, is paid.

**A B**

13. Deficiency Judgment. Petitioners shall each recover, jointly and severally from Respondents Milan Licul and Branko Turcinovic, the sum of \$1,269,433 with pre- and post-judgment interest thereupon of 9% from January 1, 2017, as calculated by the Clerk, for a combined total of **\$1,752,720.41** as of **3/25/2021**, and that Petitioners have execution, therefor, for each Petitioner's respective amount. Enforcement of that money judgment shall be stayed for 30 days from the date of this Judgment.

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14. Termination of Temporary Receivership. The temporary receivership created by Order dated April 13, 2020 and Amended on May 4, 2020 (Doc. 166) is terminated. The Temporary Receiver is directed promptly to (i) turnover to Petitioners possession and control of all Delmonico's property, assets, books and records, and accounts; and (ii) prepare and file a Final Accounting and any request for payment of fees or expenses.

15. Jurisdiction. This Court shall retain jurisdiction to adjudicate any disputes arising out of or in connection with this Judgment. The parties have consented to the jurisdiction

of this Court to resolve all disputes, including indemnification disputes arising under Paragraph 11.

16. Attorneys' Fees. In the event of any litigation concerning the rights and obligations of the parties set forth in this Judgment, the prevailing party shall be entitled, in addition to any other relief that may be granted, to reasonable attorneys' fees and expenses incurred in connection with the litigation of such dispute.

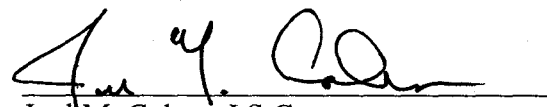
17. Other Relief Denied. Other relief sought by Petitioners is denied, including (i) Petitioners' demand that Respondents produce an accounting for Delmonico's from fiscal years 2011-2020; (ii) Petitioners' demand for judgment based upon tax distributions reported by Delmonico's to have been made to Petitioners prior to 2015, but not actually made to Petitioners; (iii) Petitioners' demand for judgment based upon so-called "Negative Sales Transactions," and (iv) Petitioners' demand for judgment based upon cancellation of Omer Grgurev's life insurance policy by The Hartford Life Insurance Company.

18. Respondents' Counterclaims. Respondents' counterclaims are hereby dismissed without prejudice, and Respondents are granted leave to add Ferdo Grgurev and Omer Grurev as Defendants in the related case *Milan Licul v. Grgurev, et al*, 154738/2019 and assert such counterclaims as direct claims in that proceeding. For all purposes, including but not limited to statute of limitations, such claims shall be treated as if initiated on the date they were first brought in this proceeding.

19 157551

Dated: March 19, 2021

ENTER:



Joel M. Cohen, J.S.C.

25 th Mar. 2021

  
Clerk of the Court

**FILED**  
**Mar 25 2021**  
NEW YORK  
COUNTY CLERK'S OFFICE

- A Omer Grgurev 235 Dorincourt Rd. Fort Lee, NJ 07024
- B Ferdo Grgurev 1275 15th St. Apt. 9S Fort Lee, NJ 07024
- C 28-16 44th St. Astoria, NY 11103
- D 3 Mesa Rd. Syosset, NY 11791

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**JUDGMENT**  
2-2  
**FILED AND DOCKETED**  
**Mar 25 2021**  
AT 02:28 P M  
N.Y. CO. CLK'S OFFICE