

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

Index No.: \_\_\_\_\_

-----X  
Clare Marie Stile,

Date Purchased & Filed:  
**November 25, 2020**

Plaintiff,

-against-

**SUMMONS**

C-Air Customhouse Brokers-Forwards, Inc.,  
C-Air International, Inc.,  
Milton Heid and Augustus Antico,

Basis of Venue:  
Plaintiff's place of business.

Defendants.

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**TO THE ABOVE NAMED DEFENDANTS:**

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your answer, or, if the Complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: New York, New York  
November 25, 2020

**DEFENDANTS' ADDRESSES:**

C-Air Customhouse Brokers-Forwards, Inc.: 181 South Franklin Avenue, Valley Stream, New York 11581

C-Air International, Inc.: 9841 Airport Boulevard, Suite 1400, Los Angeles, California 90045

Milton Heid: 181 South Franklin Avenue, Valley Stream, New York 11581

Augustus Antico: 181 South Franklin Avenue, Valley Stream, New York 11581

Note: The law provides that: (a) If this summons is served by its delivery to you personally within the State of New York, you must appear and answer within TWENTY days after such

service; or (b) If this summons is served by delivery to any person other than you personally, or is served outside the State of New York, or by publication, or by any means other than personal delivery to you with the State of New York, you are allowed THIRTY days after proof of service thereof is filed with the Clerk of this Court within which to appear and answer.

Dated: November 25, 2020  
New York, New York

LAZARUS & LAZARUS, P.C.  
*Attorneys for Plaintiff*

By:

  
\_\_\_\_\_  
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TO: C-Air Customhouse Brokers-Forwards, Inc.  
181 South Franklin Avenue  
Valley Stream, New York 11581

C-Air International, Inc.  
9841 Airport Boulevard, Suite 1400  
Los Angeles, California 90045

Milton Heid  
181 South Franklin Avenue  
Valley Stream, New York 11581

Augustus Antico  
181 South Franklin Avenue  
Valley Stream, New York 11581

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

-----X  
Clare Marie Stile,

Plaintiff,

Index No.

-against-

C-Air Customhouse Brokers-Forwards, Inc.,  
C-Air International, Inc.,  
Milton Heid, and Augustus Antico,

**COMPLAINT**

Defendants.

-----X

Plaintiff, Clare Marie Stile as Personal Representative for the Estate of Salvatore Joseph Stile aka Salvatore J. Stile (“Plaintiff”), by and through her attorneys, Lazarus & Lazarus, P.C. (“Lazarus”), as and for Plaintiff’ Complaint against Defendants C-Air Customhouse Brokers-Forwards, Inc., C-Air International, Inc., Milton Heid, and Augustus Antico, (collectively, “Defendants”), respectfully sets forth, represents and alleges as follows:

**THE PARTIES**

1. Plaintiff is the widow of Salvatore Joseph Stile aka Salvatore J. Stile (“Salvatore”) and the Personal Representative for the Estate of Salvatore Joseph Stile aka Salvatore J. Stile.
2. At all times hereinafter relevant, Plaintiff is an individual residing at 83 11<sup>th</sup> Street, Garden City, New York 11530.
3. Upon information and belief, C-Air Customhouse Brokers-Forwarders, Inc. (“C-Air NY”) is a corporation duly organized and existing under the laws of the State of New York with its principal place of business located at 181 South Franklin Avenue, Valley Stream, New York 11581.

4. Upon information and belief, C-Air NY is not registered as an investment company under the Investment Company Act of 1940 and none of its shares are listed on a national securities exchange or regularly quoted in an over-the-counter market by one or more members of a national or affiliated securities association.
5. Upon information and belief, C-Air International, Inc. (“C-Air LA”) is a corporation duly organized and existing under the laws of the State of California with its principal place of business located at 9841 Airport Boulevard, Suite 1400, Los Angeles, California 90045.
6. Upon information and belief, C-Air LA is not registered as an investment company under the Investment Company Act of 1940, and none of its shares are listed on a national securities exchange or regularly quoted in an over-the-counter market by one or more members of a national or affiliated securities association.
7. Upon information and belief, Milton Heid (“Heid”) is an individual residing at 181 South Franklin Avenue, 5<sup>th</sup> Floor, Valley Stream, New York 11581.
8. Upon information and belief, Heid is a one-third (1/3) shareholder in C-Air NY and C-Air LA (collectively the “Companies”).
9. Upon information and belief, Augustus Antico (“Antico”) is an individual residing at 181 South Franklin Avenue, 5<sup>th</sup> Floor, Valley Stream, New York 11581.
10. Upon information and belief, Antico is a one-third (1/3) shareholder in the Companies.
11. In connection with all claims subject hereof, Heid and Antico acted jointly, in collusion.

#### **JURISDICTION AND VENUE**

12. This Court has subject matter jurisdiction over the causes of action set forth herein and

in personam jurisdiction over the parties hereto.

13. Venue is proper within the State of New York, County of New York.

### FACTS

14. Upon the death of Salvatore, and pursuant to that certain Order Admitting Will to Probate and Appointing Personal Representative, filed on September 1, 2020 in the Circuit Court for Sumter County, Florida, Probate Division, Plaintiff was appointed the personal representative of the Salvatore's estate, the Estate of Salvatore Joseph Stile aka Salvatore J. Stile (hereinafter referred to as the "Estate").

15. During Salvatore's lifetime, he was a one-third (1/3) shareholder, along with Heid and Antico, in the Companies and upon his death, the Estate succeeded to his rights to same.

### PERTINENT FACTS

16. In 2008, a proceeding was commenced by Heid and Antico, co-shareholders of the Companies, against Salvatore, which resulted in a settlement pursuant to that certain Order and Stipulation of Settlement, entered with the Supreme Court of the State of New York, County of New York on May 26, 2010, a copy of which is annexed hereto and made a part hereof as *Exhibit A* (the "Settlement").

17. Paragraph 13 of the Settlement provided for the continuing jurisdiction of this Court in connection with matters of or relating to the subject matters set forth in the Settlement.

18. Since the Settlement, and to the best of Plaintiff's knowledge, Heid, Antico and Salvatore co-existed as equal shareholders for the Companies, although from time-to-time there was acrimony between the parties.

19. As of the date of the Settlement and presently, each of Heid, Antico and Salvatore

and/or the Estate were and presently are equal shareholders in the Companies.

20. Upon Salvatore's death and Plaintiff's appointment as personal representative of the Estate, Plaintiff retained Lazarus to investigate her rights in her capacity as Personal Representative with respect to any and all obligations owed by the Defendants to the Estate.
21. On September 25, 2020, Lazarus at Plaintiff's direction, sent correspondence to each Defendant, demanding Plaintiff the right to the inspection and copying of the accounting books and records of the Defendants ("Demands for Inspection"). The Demands for Inspection are annexed hereto and made a part hereof as *Exhibit B*.
22. Defendants, through their counsel, responded to the Demands for Inspection on September 29, 2020 (the "Response to Demand") by rejecting same, citing the Settlement. A copy of the Response to Demand is annexed hereto and made a part hereof as *Exhibit C*.
23. The Response to Demand sets forth the false claim that Salvatore was no longer a shareholder of either C-Air NY nor C-Air LA.
24. It is unclear from the Response to Demand whether Defendants' claim that Salvatore was no longer a shareholder of the Companies was a pre-death or post-death circumstance.
25. At all times since the Settlement, Salvatore regularly and consistently received tax filings clearly listing Salvatore as a one-third shareholder in each of the Companies prepared by Liberta & Milo, LLP, the accountants for Defendants.
26. As and for Defendants' inuendo that Salvatore was no longer a shareholder due to the death of Salvatore, there is no language of any kind, whatsoever, from which one can, in

good faith and reasonably infer that Salvatore's death causes a forfeiture in Salvatore's interest in the Companies.

27. The Response to Demand further completely ignores the request by the Estate for any and all records, documents and accounting of or relating to any loan(s) to the Companies, which such request was made to, inter alia, determine and investigate the status of Defendants' intention to repay the loan(s) provided to the Companies from Salvatore.

28. Defendants' response to Plaintiff's Demands for Inspection is, as set forth below, a breach of fiduciary duty and a violation of Plaintiff's rights as a Personal Representative and the rights of the Estate.

29. Upon information and belief, since the date of the Settlement and unknown to Salvatore or Plaintiff, Defendants through an interlocking network of related corporations siphoned, funneled, and secreted the assets of the Companies into related entities in which Salvatore has no ownership interest. These entities include C-Air Brokers & Forwarders, Inc. and C-Air Trading Inc. (collectively the "Related Entities").

### **FIRST COUNT**

(Shareholder Distributions)

30. Plaintiff repeats and reasserts each of the allegations contained above as if fully set forth herein.

31. As a shareholder of the Companies, Plaintiff is entitled to shareholder distribution based on Plaintiff's ownership in the Companies.

32. The Defendants, upon information and belief, are withholding distributions due to

Plaintiff since the date of death of Salvatore.

33. Plaintiff is entitled to payment of shareholder distributions which are lawfully due and owing, as well as and any other benefits or funds that are lawfully owed with such distributions.

### SECOND COUNT

(Minority Shareholder Oppression)

34. Plaintiff repeats and reasserts each of the allegations contained above as if fully set forth herein.
35. At all relevant times, Plaintiff was a minority shareholder of the Companies.
36. Notwithstanding Plaintiff's status as a shareholder, the Defendants have engaged in a systematic pattern of oppressive and unfair behavior towards Plaintiff as set forth in detail above and have stated their intention to continue such oppressive and unfair behavior.
37. The Individual Defendants have abused their authority as officers and directors of the Companies and engaged in acts of oppression towards Plaintiff and otherwise treated Plaintiff unfairly in Plaintiff's capacity as shareholder of the Companies, as set forth above.
38. By reason of the Defendants refusal to, inter alia, permit Plaintiff the inspections subject of Plaintiff's Demands for Inspection and Defendants refusal to recognize Plaintiff as a shareholder, Defendants are guilty of shareholder oppression.
39. The Defendants knew of Salvatore's reasonable expectations when they entered into the Settlement and the Defendants' acts of oppression towards Plaintiff as described more



particularly above have defeated these reasonable expectations.

40. In essence, the Defendants have substantially and egregiously defeated Plaintiff's expectations that, objectively viewed, were both reasonable under the circumstances and central to Salvatore's decision to join the Companies and to Salvatore's execution of the Settlement.
41. Upon information and belief, Defendants have so acted in part, but without limitation, to hinder, delay and for the purpose of further concealment of Defendants willful, wrongful and illegal siphoning of the Companies' assets and entitlements to, without limitation, the Related Entities.
42. As a direct result of the Defendants' illegal and oppressive actions as set forth above, Plaintiff has sustained substantial damages.

**THIRD COUNT**

(Common Law Dissolution, against C-Air NY only)

43. Plaintiff repeats and reasserts each of the allegations set forth above as if fully set forth at length herein.
44. As a result of the Defendants' acts, omissions and conduct as described in detail above, in which they have exploited their status as majority shareholders of the Companies for the purposes of entrenching themselves as the Companies' exclusive management, Plaintiff has been oppressed as a minority shareholder.
45. Such actions include, among others, the Defendants' 1) wrongful actual expulsion of Plaintiff from the Company; 2) unlawful and continued withholding of Plaintiff's shareholder distributions; 3) unlawful and continued withholding of sums of money due

to Plaintiff; and 4) failure and refusal to pay the loan(s) due to Plaintiff.

46. Accordingly, the Defendants have egregiously breached their fiduciary duty to Plaintiff and have substantially defeated Plaintiff's expectations that, objectively viewed, were both reasonable under the circumstances and central to Salvatore's decision to join Companies.

47. Such actions constitute illegal and oppressive actions toward the complaining shareholder which mandate dissolution of C-Air NY.

#### FOURTH COUNT

(Dissolution of Pursuant to BCL 1104-a, against C-Air NY only)

48. Plaintiff repeats and reasserts each of the allegations set forth above as if fully set forth at length herein.

49. As a result of the Defendants' acts, omissions and conduct as described in detail above, in which they have exploited their status as majority shareholders of the Companies for the purposes of entrenching themselves as the Companies' exclusive management, Plaintiff has been oppressed as a minority shareholder.

50. Such actions include, among others, the Defendants' 1) wrongful actual expulsion of Plaintiff from the Company; 2) unlawful and continued withholding of Plaintiff's shareholder distributions; 3) unlawful and continued withholding of sums of money due to Plaintiff; and 4) failure and refusal to pay the loan(s) due to Plaintiff.

51. Accordingly, the Defendants have egregiously breached their fiduciary duty to Plaintiff and have substantially defeated Plaintiff's expectations that, objectively viewed, were both reasonable under the circumstances and central to Salvatore's decision to join the

Companies.

52. Such actions constitute illegal and oppressive actions toward the complaining shareholder which mandate dissolution of C-Air NY.

**FIFTH COUNT**

(Fair Value of Shares, against C-Air NY only)

53. Plaintiff repeats and reasserts each of the allegations set forth above as if fully set forth at length herein.

54. In the event the Court declines to order dissolution of C-Air NY, Plaintiff is entitled to payment for the equity value in an amount not presently calculable.

**SIXTH COUNT**

(Appointment of Receiver Pursuant to New York BCL § 1113)

55. Plaintiff repeats and reasserts each of the allegations set forth above as if fully set forth at length herein.

56. Appointment of a receiver over the business and affairs of the Companies to oversee a liquidation of their assets at this time is the only viable alternative to maximizing shareholder value and avoiding corporate mismanagement and wasting, looting and diverting of corporate assets to the Related Entities.

57. Plaintiff is thus entitled to have a receiver appointed to, among other things, reasonably assess whether or not liquidation of the Companies, and/or dissolution of C-Air NY, is in the best interests of the shareholders and, also, to oversee such liquidation of the Companies, and/or dissolution of C-Air NY.

**SEVENTH COUNT**

(Conversion)

58. Plaintiff repeats and reasserts each of the allegations contained above as if fully set forth herein.
59. Plaintiff had an immediate superior right of possession to distributions as a 33% shareholder and member of the Companies and to a return of monies and properties wrongfully stripped from the Companies by Heid and Antico and transferred to the Related Entities and thereafter transferred to Heid and Antico.
60. The Defendants exercised unauthorized dominion over the funds and property of the Companies in question to the exclusion of Plaintiff's rights.
61. As a direct and proximate result of the Defendants' conversion, Plaintiff has sustained substantial damages.

**EIGHTH COUNT**

(Unjust Enrichment)

62. Plaintiff repeats and reasserts each of the allegations contained above as if fully set forth herein.
63. As a result of the Defendants' acts, omissions and conduct as described in detail above, the Defendants have been unjustly enriched to Plaintiff's detriment.
64. Specifically, the Defendants have been unjustly enriched by the amount of money they unlawfully retained and continue to retain for themselves and which is due to Plaintiff.
65. As a result of the Defendants' unjust enrichment, Plaintiff has sustained substantial

damages.

**NINTH COUNT**

(Accounting)

66. Plaintiff repeats and reasserts each of the allegations contained above as if fully set forth herein.
67. The Defendants have failed and refused to account for and pay to Plaintiff what is due and owing.
68. Plaintiff has no adequate remedy at law.
69. By reason of the foregoing, Plaintiff is entitled to an accounting.

**TENTH COUNT**

(Declaratory Relief Pursuant To C.P.L.R. §3001)

70. Plaintiff repeats and reasserts each of the allegations contained above as if fully set forth herein.
71. As a result of the Parties' dispute concerning Plaintiff's equity stake in the Companies, an actual and justiciable controversy exists between the Defendants and Plaintiff concerning their respective rights and liabilities to each other.
72. Accordingly, Plaintiff seeks a declaration pursuant to C.P.L.R. §3001 that Plaintiff is at a minimum a 33% shareholder of the Companies.

**ELEVENTH COUNT**

(Direct Claim Against the Individual Defendants for Breach of Fiduciary Duty)

## Concerning C-Air LA)

73. Plaintiff repeats and reasserts each of the allegations set forth above as if fully set forth at length herein.
74. Heid and Antico were at all relevant times officers, directors and shareholders of C-Air LA. Accordingly, the individual Defendants owed to Plaintiff, a shareholder of C-Air LA, a fiduciary good faith obligation to discharge their duties concerning C-Air LA's business and management to Plaintiff with due care, skill, prudence and diligence.
75. This conduct aimed at Plaintiff is of a kind magnitude and nature sufficient to warrant an imposition of punitive damages on Defendants.
76. Notwithstanding their fiduciary obligations and relationship to Plaintiff, the Individual Defendants placed their own interests ahead of those of the minority shareholder and egregiously committed acts and/or omissions to act as set forth above in violation of their fiduciary obligations.
77. The acts of the Individual Defendants were in bad faith, involved intentional misconduct, and were knowing violations of law. The Individual Defendants personally gained a financial profit to which they were not legally entitled in violation of the Settlement.
78. By committing the acts and omissions as set forth above, the Individual Defendants failed to act with the care, skill, prudence and diligence required by law and, thus, failed to discharge the fiduciary duty they owed to Plaintiff.
79. As a direct and proximate result of the individual Defendant's fiduciary breaches as set forth above, Plaintiff has sustained substantial damages.
80. Defendants have acted in willful disregard of Plaintiff's rights and in so acting towards

the widow of their common shareholder, their conduct shocks the conscience of the public at large and warrants an imposition of punitive damages.

81. Accordingly, in addition to damages for breach of Fiduciary Duty, Plaintiff is entitled to punitive damages in an amount to be determined at trial but not less than \$5,000,000.00.

### TWELFTH COUNT

(Direct Claim Against the Individual Defendants for Breach of Fiduciary Duty

Concerning C-Air NY)

82. Plaintiff repeats and reasserts each of the allegations set forth above as if fully set forth at length herein.

83. Heid and Antico were at all relevant times officers, directors, and shareholders of C-Air NY. Accordingly, the individual Defendants owed to Plaintiff, a shareholder of C-Air NY, a fiduciary good faith obligation to discharge their duties concerning C-Air NY's business and management to Plaintiff with due care, skill, prudence and diligence.

84. This conduct aimed at Plaintiff is of a kind magnitude and nature sufficient to warrant an imposition of punitive damages on Defendants.

85. Notwithstanding their fiduciary obligations and relationship to the Plaintiff, the Individual Defendants placed their own interests ahead of those of the minority shareholder and egregiously committed acts and/or omissions to act as set forth above in violation of their fiduciary obligations.

86. The acts of the Individual Defendants were in bad faith, involved intentional misconduct, and were knowing violations of law. The Individual Defendants personally gained a financial profit to which they were not legally entitled in violation of the New

York Limited Liability Company Law.

87. By committing the acts and omissions as set forth above, the Individual Defendants failed to act with the care, skill, prudence and diligence required by law and, thus, failed to discharge the fiduciary duty they owed to Plaintiff.
88. As a direct and proximate result of the Individual Defendant's fiduciary breaches as set forth above, Plaintiff has sustained substantial damages.
89. Defendants have acted in willful disregard of Plaintiff's rights and in so acting towards the widow of their common shareholder, their conduct shocks the conscience of the public at large and warrants an imposition of punitive damages.
90. Accordingly, in addition to damages for breach of Fiduciary Duty, Plaintiff is entitled to punitive damages in an amount to be determined at trial but not less than \$5,000,000.00.

**THIRTEENTH COUNT**

(Constructive Trust)

91. Plaintiff repeats and reasserts each of the allegations set forth above as if fully set forth at length herein.
92. Plaintiff has no adequate remedy at law.
93. By reason of the aforesaid, Plaintiff demands that the funds and property of the Companies in question thereof be held in a constructive trust for the benefit of Plaintiff and her family.

**FOURTEENTH COUNT**

(Contract)

94. Plaintiff repeats and reasserts each of the allegations set forth above as if fully set forth



at length herein.

95. The Defendants have denied Plaintiff's Demands for Inspection and have therefore failed and refused to account for and repay to Plaintiff what is due and owing in the loan(s) provided to the Companies by Salvatore.

96. Plaintiff has no adequate remedy at law.

97. Plaintiff is entitled repayment of the loan(s) in an amount as of yet to be determined but in any event not less than \$370,000.00.

**FIFTEENTH COUNT**

(Money Had and Received)

98. Plaintiff repeats and reasserts each of the allegations set forth above as if fully set forth at length herein.

99. The Defendants received money belonging to the Plaintiff by way of the loan(s) provided to the Defendants by Salvatore.

100. The Defendants benefitted from the receipt of the money from the loan(s).

101. Under the principles of equity and good conscience, the Defendants should not be permitted to keep the money from the loan(s).

102. As a result, Plaintiff is entitled repayment of the loan(s) in an amount as of yet to be determined but in any event not less than \$370,000.00.

**DEMAND FOR A JURY TRIAL**

- 103. Plaintiff repeats and reasserts each of the allegations contained above as if fully set forth herein.
- 104. Plaintiff demands a trial by jury.
- 105. There has been no previous request for the relief requested herein.

**WHEREFORE**, Plaintiff respectfully demands judgment in her favor and against Defendants:

- A. Awarding Plaintiff the relief as sought in the First Count;
- B. Awarding Plaintiff the relief as sought in the Second Count;
- C. Awarding Plaintiff the relief as sought in the Third Count;
- D. Awarding Plaintiff the relief as sought in the Fourth Count;
- E. Awarding Plaintiff the relief as sought in the Fifth Count;
- F. Awarding Plaintiff the relief as sought in the Sixth Count;
- G. Awarding Plaintiff the relief as sought in the Seventh Count;
- H. Awarding Plaintiff the relief as sought in the Eight Count;
- I. Awarding Plaintiff the relief as sought in the Ninth Count;
- J. Awarding Plaintiff the relief as sought in the Tenth Count;
- K. Awarding Plaintiff the relief as sought in the Eleventh Count;
- L. Awarding Plaintiff the relief as sought in the Twelfth Count;
- M. Awarding Plaintiff the relief as sought in the Thirteenth Count;
- N. Awarding Plaintiff the relief as sought in the Fourteenth Count;
- O. Awarding Plaintiff the relief as sought in the Fifteenth Count;

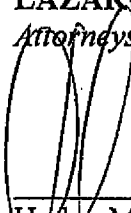
P. Awarding Plaintiff attorneys' fees and costs of suit; and

Q. Awarding Plaintiff such other relief as this Court deems equitable and just.

Dated: New York, New York  
November 25, 2020

**LAZARUS AND LAZARUS, P.C.**  
*Attorneys for Plaintiff*

By:

  
\_\_\_\_\_  
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