

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

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SERGIO MAGARIK, individually and derivatively on Index No.:
behalf of KRAUS USA, INC.,

Petitioner,

VERIFIED PETITION

- against -

KRAUS USA, INC., MICHAEL RUKHLIN and RUSSELL
LEVI,

Respondents.

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Petitioner Sergio Magarik (“Petitioner” or “Magarik”), individually and derivatively on behalf of Kraus USA, Inc. (“Kraus” or the “Company”), by his attorneys, Westerman Ball Ederer Miller Zucker & Sharfstein, LLP, as and for his Verified Petition herein, states as follows:

NATURE OF THE ACTION

1. Petitioner owns 24 percent of the shares of Kraus USA, Inc. (the “Company”), a closely-held corporation founded in 2007 that sells sophisticated and high quality kitchen and bathroom fixtures.

2. Petitioner has brought this action to halt a systematic campaign by the Company’s other two shareholders to devalue his shares by overleveraging the Company and diverting its assets to other companies they own.

3. As part of their malfeasance, the shareholder-respondents have, among other things:

- Created a company in China owned by the shareholder-respondents, funded it with Company money and inventory, and run it with Company staff and resources, including the CEO, COO, and CFO – each of whom serves in those roles for both companies – all with the intention of using the Chinese company to manipulate supplier pricing, devalue Petitioner’s equity in the Company, and divert the Company’s assets to shareholder-respondents;

- Used the Company's funds to prop up other, unaffiliated businesses that they own, including an internet décor business and a Russian lighting business, and run those businesses using Company employees;
- Hired friends and family, including a disbarred attorney to act as *de facto* general counsel, at exorbitant salaries for very little work;
- Used Company funds to pay personal expenses;
- Attempted to force Petitioner to forfeit distributions, and threatening Petitioner when he refused to comply;
- Raised salaries and bonuses without regard for the Company's profit margins;
- Purportedly entered into a \$10 million loan to fund an expansion of the Company's product lines, while using the proceeds to pay suppliers for unnecessary inventory and to fund the China venture;
- Increased the Company's debt from approximately \$3 million to more than approximately \$10 million in three years (and raising the debt to equity ratio from 3 to 10);
- Terminated Petitioner's employment as head of sales and marketing, in violation of his shareholder's agreement; and
- Attempting to force Petitioner off of the Board of Directors, in violation of his shareholder's agreement.

4. The scope of Respondent's wrongdoing is massive. Petitioner has no hope of receiving the value of his investment in the Company, since Respondents are single-mindedly determined to de-value the Company and use it as a springboard for their own ventures. As a result, Petitioner has no choice but to ask the Court to halt the process while his equity still retains some value, and to seek the dissolution of the Company in order to recoup that value.

THE PARTIES

5. Petitioner is a resident of the State of New York.

6. Respondent Kraus is a New York S-corporation with offices located in Nassau County in the State of New York.

7. Upon information and belief, Respondent Michael Rukhlin is a resident of the State of New York. Rukhlin is a shareholder, officer and director of Kraus.

8. Upon information and belief, Respondent Russell Levi is a resident of the State of New York. Levi is a shareholder, officer and director of Kraus.

FACTUAL BACKGROUND

9. The Company was founded in 2007, and is a manufacturer and distributor of sophisticated and high quality kitchen and bathroom fixtures, whose products are sold by such vendors as Home Depot, Lowe's, Amazon, Overstock, Ferguson, Build.com, Efaucet.com, and Wayfair.com.

10. The Company has three shareholders: Magarik, Rukhlin, and Levi.

11. Levi owns 51 percent of the shares in the Company.

12. Rukhlin owns 25 percent of the shares in the Company.

13. Magarik owns 24 percent of the shares in the Company.

14. At the time of the Company's founding in 2007, Magarik entered into an oral shareholders agreement (the "Agreement") with Defendants.

15. In exchange for his ownership interest in the Company, Magarik invested \$100,000 cash, plus a \$100,000 loan that was repaid by the Company.

16. Magarik's investment under the Agreement was subject to several conditions: (i) Magarik would sit on the Company's Board of Directors; (ii) Magarik would be and would remain employed by the Company; and (iii) Magarik would have full control over all sales and marketing at the Company.

17. These terms constituted the parties' oral shareholder agreement.

18. Though at the outset Rukhlin was purportedly responsible for operations of the Company and Levi was purportedly responsible for production, Magarik managed virtually all aspects of the Company's business from 2007 through 2011.

19. During Magarik's stewardship, he built the business from the ground up and, by 2011, the Company was averaging approximately \$1.5-\$2 million per month in sales.

Levi's Fraud and Mismanagement

20. Once Magarik had the business running profitably, in approximately 2011, Levi announced to Magarik that he and Rukhlin would be running the business going forward, and that Magarik would be relegated to sales and marketing, as originally agreed.

21. Notwithstanding the original Agreement, Levi quickly began to dominate all aspects of Kraus and turn the Company into his own personal fiefdom.

22. For example, though Magarik succeeded in obtaining agreements from major retailers, including Home Depot, Lowe's, and Amazon, to sell Kraus products, Levi pushed Magarik aside to take control of, among other things, pricing, product choice, and print and electronic marketing.

23. Levi brought in a number of unqualified employees and/or hired employees who were easily manipulated to follow his direction. For example, he hired Rukhlin's brother Dimitry, who had no experience, as the Chief Operating Officer at an annual salary of \$150,000, and hired Rukhlin's father and mother at exorbitant salaries, for which they perform little work.

24. Levi hired Alex Kaplan, a disbarred attorney who is on probation, to act as *de facto* general counsel for the Company.

25. Levi also hired Dan Lusby as the Chief Financial Officer in order to gain greater control of the Company's finances and accounting.

26. With the Company stocked with family and cronies of Levi and Rukhlin, they proceeded to catastrophically mismanage the Company.

27. For example, though sales rose from 2012 through 2014, the Company's operating expenses and debt skyrocketed, and the Company's margins fell dramatically.

28. In 2014, Levi ordered that all print advertising stop, along with sales to showrooms and sales to new (non-existing) customers until such new customers could be further evaluated.

29. After shutting down channels of distribution and advertising, Levi repeatedly ordered massive amounts of inventory – far more than the Company was selling – which sat on shelves in a warehouse (rented by the Company specifically for the extra inventory) until it was sold off at a massive loss.

30. Meanwhile, during the Company's financial struggles, Levi increased salaries and bonuses, and Lusby created a self-serving employee incentive plan based on net income, which allowed him to manipulate the numbers to give himself (and others) higher bonuses.

31. The Company also took on massive debt. Between 2011 and 2015, the Company increased its debt from approximately \$1 million to \$14 million, and the debt to equity ratio rose from approximately 3 in 2012 to approximately 10 in 2014.

32. Upon information and belief, Levi, Rukhlin and Lusby manipulated the Company's books and records to hide these losses, as well as mounting debt to suppliers, from the Company's creditors, including lenders.

33. In addition, once Levi took control of the Company, his personal relationship with Magarik, which had never been strong, deteriorated rapidly.

34. When Magarik objected to Levi's mismanagement of the Company, Levi frequently responded by threatening Magarik, telling Magarik that, among other things, Levi "would teach him a lesson" if he did not go along with Levi's directions.

35. Between 2011 and 2015, Levi and Magarik had numerous verbal altercations in which Levi threatened and/or berated Magarik.

Diversion of Company Resources

36. Levi's increased exercise of control over the Company allowed him to use the sales engineered by Magarik to fund other ventures that he owned without Magarik, as well as to borrow additional money to do so.

37. Levi and Rukhlin use the Company as a vehicle to staff and run other business wholly owned or controlled by him, and divert Company resources to the benefit of the other businesses and himself.

38. For example, while Magarik focused on the Company, Levi and Rukhlin focused on their pre-existing business, Expressdecor.com, which was failing and only kept alive by Company resources.

39. As part of their effort to keep Expressdecor.com afloat, Levi and Rukhlin used Company resources, including employees, funds, and physical assets, for the benefit of Expressdecor.com. Indeed, upon information and belief, Expressdecor.com's losses were funded for several years by the Company.

40. Expressdecor.com is one of several businesses operated by Levi and Rukhlin using Company resources.

41. N-Power, also known as NLCO, is a lighting business owned by Levi and, on information and belief, funded partly by using Company funds and resources.

42. Levi and Rukhlin use warehouse space paid for by the Company to house products for their other businesses, with no compensation to the Company.

43. Levi also uses his Kraus corporate credit card for personal expenses that, upon information and belief, are ultimately paid for by the Company

44. Levi and Rukhlin hired Rakesh Pardeshi as Chief Technology Officer. After doing so, they provided him with Company funds to buy property in India (not through the Company). They then had the Company rent office space on that property and pay for a staff working for Pardeshi in India (but not as part of the Company). They refer to this arrangement as "IT outsourcing."

Kraus China

45. Another diversion of Company resources by Levi and Rukhlin has been their effort to build a separate, competing business in China called Kraus China, Inc. ("Kraus China").

46. Kraus China, though nominally a separate entity, is, upon information and belief, wholly owned by Levi and/or Rukhlin. Magarik has no ownership interest in Kraus China.

47. Levi and Rukhlin advanced more than \$96,000 dollars in both cash and inventory to Kraus China from the Company, and committed to an additional \$200,000-300,000.

48. Levi is the Chief Executive Officer of Krause China.

49. Dimitry Rukhlin, Rukhlin's brother and the COO of the Company, is also the COO of Kraus China.

50. Dan Lusby, the CFO of the Company, is also the CFO of Kraus China.

51. Kraus China is entirely staffed and run by Company personnel, and all Kraus China expenses were paid by the Company until recently.

52. The Kraus China venture was designed, *inter alia*, to gain access to Asian suppliers and allow to Levi to control and manipulate the prices paid by the Company to its suppliers.

53. In order to entice suppliers to stay with the Company after falling far behind (in some cases more than 120 days) in paying for the massive inventory purchases by Levi, the suppliers were offered ownership stakes in Kraus China in exchange for control over and exclusivity with the suppliers.

54. By bringing in the suppliers under the aegis of Kraus China, Levi would be able to manipulate supplier pricing to the Company in order to divert money from the Company. In doing so, he would be able to make use of funds loaned to the Company to fund Kraus China and his other businesses by having the Company pay artificially increased prices to the suppliers – who would be conveniently partnered with Kraus China.

55. All of this was done without Magarik's participation or consent.

56. After Magarik repeatedly objected to the use of Company resources to fund Kraus China, Levi offered Magarik the opportunity to invest in Kraus China in August 2015. However, the terms were onerous: Magarik would be permitted to purchase a 24 percent stake, but he had to agree that it could be diluted to 12 percent by the ownership interests of the Chinese suppliers, and he was given no valuation and would not have received voting rights.

57. Though Magarik declined to invest in Kraus China on such onerous terms, Kraus China was formed using Company money and resources, and Magarik is entitled to a declaration that he owns 24 percent of Kraus China.

Levi and Rukhlin Sought to Squeeze Out Magarik

58. In addition to funneling money to Levi's own ventures and the Kraus China scheme, Levi had the Company take on additional debt to devalue Magarik's equity and ultimately attempt to squeeze him out of the Company.

59. On or about July 15, 2015, the Company entered into a \$10,000,000 loan (the "BHI Loan") with Bank Hapoalim B.M. ("BHI").

60. Levi and Rukhlin represented to BHI and to Magarik that the BHI Loan would be used to fund a significant expansion of the Company's product line and inventory.

61. That representation was false. Upon information and belief, Levi always intended to use the proceeds of the BHI Loan to, among other things, retire old debt and fund Kraus China and other side ventures that Magarik had no ownership interest in.

62. Indeed, prior to entering into the BHI Loan, upon information and belief, Levi entered into commitments with Chinese suppliers in a total amount of approximately \$300,000.

63. Magarik agreed to enter into the BHI Loan, and provide a personal guarantee of \$2 million, in reliance upon the representation by Levi and Rukhlin that the proceeds would fund an expansion of the Company's product line.

64. In addition, a significant portion of the proceeds of the BHI Loan were immediately used to pay suppliers for the massive amounts of inventory that Levi had ordered, then sold at a loss.

65. BHI, however, partially derailed Levi's scheme when it discovered that the Company's debt-to-income ratio had fallen below the guidelines set forth in the BHI Loan documents.

66. Lusby admitted in a meeting with BHI that he had miscalculated the Company's margins, and that the massive influx of inventory ordered by Levi had caused the Company's debt-to-income ratio to fall below the requirements of the BHI Loan.

67. BHI then demanded that the Company receive additional funding from Levi, Rukhlin, and Magarik in the form of a \$250,000 loan, plus the repayment of \$96,101.08 that had been advanced to Kraus China by the Company.

68. At a Special Meeting of the Board of Directors on July 30, 2015, Levi and Rukhlin demanded that Magarik contribute proportionately to the \$250,000 loan.

69. When Magarik refused, they stated that the Company would withhold his distributions until his proportionate share had been contributed, and that the money would be treated as a capital contribution, not a loan.

70. However, their own contributions (\$150,000 by Rukhlin and \$100,000 by Levi) would be repaid over time with Levi receiving 10 percent interest.

71. Magarik refused to agree to that arrangement.

Magarik's Termination

72. After Magarik's refusal to invest in Kraus China in August 2015, Levi and Rukhlin attempted to force him out of the Company.

73. In September 2015, Levi and Rukhlin invited Magarik out to dinner, where they verbally claimed to terminate his employment with the Company.

74. Levi and Rukhlin threatened Magarik that if he attempted to pursue any legal action, they would contact distributors and others in the industry and destroy his reputation.

75. They also provided him with a written letter purporting to terminate his employment.

76. The alleged termination of Magarik's employment, which was a condition of the Agreement, is invalid, ineffective, and constitutes a breach of the Agreement.

77. Next, on September 10, 2015, Levi and Rukhlin sent out a notice for a Special Meeting of the Company's shareholders "to discuss and act upon the question of the removal of Sergio Magarik as a Director of the Corporation."

78. The Special Meeting is scheduled for September 21, 2015 at 4:30 p.m.

79. The removal of Magarik as a director of the Company, which was a condition of the Agreement, would be invalid and constitute a breach of the Agreement.

AS AND FOR A FIRST CAUSE OF ACTION

(For Judicial Dissolution Pursuant to BCL § 1104-a)

80. Petitioner respectfully repeats and realleges each of the allegations in the paragraphs above as if such allegations were more fully set forth herein.

81. Magarik owns 24 percent of the outstanding shares of the Company.

82. Magarik is entitled to vote in an election of directors of the Company.

83. The Company'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.

84. As set forth in detail above, Levi and Rukhlin, who are directors of the Company and control a majority of its shares, are guilty of extensive illegal, fraudulent, and oppressive actions towards Magarik and the Company, including, without limitation:

- Creating and funding Kraus China with Company money and inventory, running it with Company staff and resources, including the CEO, COO, and CFO – each of whom serves in those roles for both companies – all with the intention of using the Chinese company to manipulate supplier pricing, devalue Petitioner's equity in the Company, and divert the Company's assets to shareholder-respondents;

- Using the Company's funds to prop up other, unaffiliated businesses that they own, including an internet décor business and a Russian lighting business, and running those businesses using Company employees;
- Using Company funded warehouse space to store inventory for other businesses;
- Using Company funds to pay personal expenses;
- Attempting to force Petitioner to forfeit distributions, and threatening Petitioner when he refused to comply;
- Purportedly entering into a \$10 million loan to fund an expansion of the Company's product lines, while using the proceeds to pay suppliers for unnecessary inventory and to fund the China venture;
- Increasing the Company's debt from \$1 million to \$14 million in three years (and raising the debt to equity ratio from 3 to 10);
- Terminating Petitioner's employment as head of sales and marketing, in violation of his shareholder's agreement; and
- Attempting to force Petitioner off of the Board of Directors, in violation of his shareholder's agreement.

85. In addition, the property and assets of the Company are being looted, wasted and diverted to fund Levi and Rukhlin's other ventures, as described above.

86. Dissolution of the Company is the only feasible means for Magarik to obtain a fair return on his investment, because Levi and Rukhlin are engaged in an ongoing scheme to devalue the Company and transfer the value to other entities for their own benefit.

87. Dissolution of the Company is also reasonably necessary for the protection of Magarik's rights and interests in the Company.

88. Furthermore, Levi and Rukhlin's actions to dissipate and transfer the Company's assets – without compensation – were willful and/or reckless, and the valuations of the Company's shares should be adjusted to include a surcharge against them resulting from their actions.

89. Accordingly, Magarik is entitled to an Order dissolving the Company.

AS AND FOR A SECOND CAUSE OF ACTION

(For Breach of Contract)

90. Petitioner respectfully repeats and realleges each of the allegations in the paragraphs above as if such allegations were more fully set forth herein.

91. The Agreement is a valid and binding contract.

92. Magarik entered into the Agreement and invested in the Company in exchange for, among other things, ongoing employment by the Company as the head of, and with full control over, sales and marketing, a seat on the Board of Directors, and a 24 percent ownership interest in the Company.

93. By purporting to terminate Magarik's employment, Levi, Rukhlin, and the Company breached the Agreement.

94. Magarik has performed all of his obligations under the Agreement.

95. The purported termination is invalid and ineffective, Magarik has suffered damages incidental to the purported termination in an amount to be determined at trial, plus interest, costs, and expenses.

AS AND FOR A THIRD CAUSE OF ACTION

(Individually and Derivatively, on behalf of the Company, For Breach of Fiduciary Duty)

96. Petitioner respectfully repeats and realleges each of the allegations in the paragraphs above as if such allegations were more fully set forth herein.

97. As officers and directors of a closely-held corporation, Levi and Rukhlin owe a fiduciary duty to Magarik, as a shareholder, and to the Company.

98. By wrongfully and maliciously acting to devalue Magarik's shares in the Company, as described above, Levi and Rukhlin breached their fiduciary duties to Magarik.

99. Levi and Rukhlin also breached their fiduciary duties to Magarik by providing disparate treatment to his distributions in connection with the \$250,000 loan required by BHI. Specifically, Levi and Rukhlin sought to treat Magarik as making a capital contribution that would not be repaid, while repaying themselves the amount of their contributions plus 10 percent interest.

100. By diverting Company funds and resources to fund other ventures and for their own uses, as described above, Levi and Rukhlin breached their fiduciary duties to the Company.

101. Accordingly, Magarik is entitled to a judgment in an amount to be determined at trial, plus interest, costs and expenses.

102. In addition, because of the egregious nature of Levi and Rukhlin's actions, Petitioner is entitled to punitive damages in an amount to be determined at trial.

103. Furthermore, the Company is entitled to a judgment in an amount to be determined at trial, plus interest, costs and expenses.

104. Magarik is also entitled to an award of attorneys' fees for the prosecution of a derivative action on behalf of the Company.

AS AND FOR A FOURTH CAUSE OF ACTION

(Derivatively, on behalf of the Company, for Misappropriation of Company Resources, Waste, and Conversion of Company Assets)

105. Petitioner respectfully repeats and realleges each of the allegations in the paragraphs above as if such allegations were more fully set forth herein.

106. Magarik owns 24 percent of the Company's shares.

107. As described in detail above, Levi and Rukhlin repeatedly used Company staff, funds, and other resources for other ventures that were not for the benefit of the Company, including, without limitation:

- Creating and funding Kraus China with Company money and inventory, running it with Company staff and resources, including the CEO, COO, and CFO – each of whom serves in those roles for both companies – all with the intention of using the Chinese company to manipulate supplier pricing, devalue Petitioner’s equity in the Company, and divert the Company’s assets to shareholder-respondents;
- Using the Company’s funds to prop up other, unaffiliated businesses that they own, including an internet décor business and a Russian lighting business, and running those businesses using Company employees;
- Using Company funded warehouse space to store inventory for other businesses;
- Using Company funds to pay personal expenses;
- Purportedly entering into a \$10 million loan to fund an expansion of the Company’s product lines, while using the proceeds to pay suppliers for unnecessary inventory and to fund the China venture;
- Increasing the Company’s debt from \$3 million to more than \$10 million in three years (and raising the debt to equity ratio from 3 to 10);
- Funding Expressdecor.com with Company funds, and using Company staff and resources to run Expressdecor.com at lower expense;
- Funding N-Power with Company funds, and using Company staff and resources to run N-Power at lower expense;
- Diverting Company funds to India to support a separate information technology business for the Chief Technology Officer; and
- Hiring family and friends and paying exorbitant salaries for phantom jobs.

108. Because Levi and Rukhlin control the Company and the Board of Directors, any demand would be futile.

109. Accordingly, the Company is entitled to judgment in an amount to be determined at trial, plus interest, costs and expenses.

110. In addition, Magarik is entitled to an award of attorneys’ fees for the prosecution of a derivative action on behalf of the Company.

AS AND FOR A FIFTH CAUSE OF ACTION

(For Fraud)

111. Petitioner respectfully repeats and realleges each of the allegations in the paragraphs above as if such allegations were more fully set forth herein.

112. Levi and Rukhlin represented to Magarik repeatedly that the proceeds of the BHI Loan would be used to fund a significant expansion of the Company's product line and inventory.

113. That representation was false when made. Upon information and belief, Levi always intended to use the funds BHI Loan to, among other things, retire old debt and fund Kraus China and other side ventures that Magarik had no ownership interest in.

114. In reliance on that representation, Magarik agreed to enter into the BHI Loan and provide a personal guarantee in the amount of \$2 million.

115. As a result of that reliance and Levi and Rukhlin's fraud, Magarik has been damaged in an amount to be determined at trial, plus expenses, costs and fees.

116. Furthermore, as Magarik was induced to enter into the \$2 million personal guarantee of the BHI Loan based on fraudulent misrepresentations by Respondents, to the extent that Magarik becomes liable under the guarantee, Respondents are responsible to indemnify him fully.

AS AND FOR A SIXTH CAUSE OF ACTION

(For a Declaratory Judgment)

117. Petitioner respectfully repeats and realleges each of the allegations in the paragraphs above as if such allegations were more fully set forth herein.

118. Respondents created Kraus China using Company money, resources and staff. In doing so, they deprived the Company of value that belonged to Magarik. Respondents then sought to partner with Chinese suppliers to manipulate the prices charged to the Company and draw more value from the Company, which they co-owned with Magarik, into Kraus China, which they own without him.

119. As a result, Magarik is entitled to his proportionate ownership share, 24 percent, in Kraus China.

120. A justiciable controversy exists between the parties, and Magarik is entitled to a declaratory judgment that he is a 24 percent owner of Kraus China.

121. Petitioner has no adequate remedy at law.

122. Petitioner therefore requests a declaratory judgment that he is the owner of 24 percent of Kraus China.

WHEREFORE, Petitioner demands judgment as follows:

- (a) On the first cause of action, for an Order dissolving the Company;
- (b) On the second cause of action, for judgment against Levi and Rukhlin awarding Magarik an amount to be determined at trial, plus interest, expenses, and costs;
- (c) On the third cause of action, for judgment against Levi and Rukhlin awarding Magarik and the Company each compensatory damages in an amount to be determined at trial, plus interest, expenses, and costs, and awarding Magarik attorney's fees for the prosecution of the derivative claim;
- (d) On the fourth cause of action, for judgment against Levi and Rukhlin

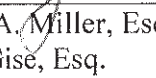
awarding Company an amount to be determined at trial, plus interest, expenses, and costs, and awarding Magarik attorney's fees for the prosecution of the derivative claim;

- (e) On the fifth cause of action, for judgment against Levi and Rukhlin awarding Magarik an amount to be determined at trial, plus interest, expenses, and costs;
- (f) On the sixth cause of action, for a declaratory judgment that Petitioner is the owner of 24 percent of Kraus China; and
- (g) On all causes of action, for attorneys' fees and punitive damages in an amount to be determined at trial, and for such other and further relief as the Court deems just and proper.

Dated: Uniondale, New York
September 19, 2014

WESTERMAN BALL EDERER
MILLER ZUCKER & SHARFSTEIN, LLP

By: _____


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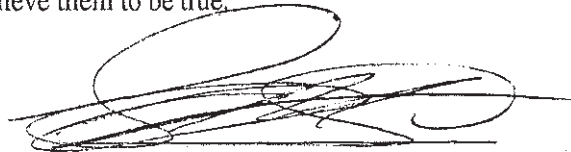
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VERIFICATION

STATE OF NEW YORK)
 ~~QUEENS~~) SS.:
COUNTY OF ~~NASSAU~~)

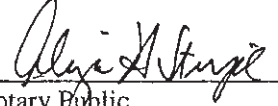
Sergio Magarik, being duly sworn, hereby states, under penalties of perjury, as follows:

I have read the foregoing Verified Petition, know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief and as to those matters, I believe them to be true.



Sergio Magarik

Sworn to before me this
19 day of Sept, 2015


Notary Public

