COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO.

PAUL DELIOS,

Plaintiff,

v.

MARIA DELIOS, STEPHEN DELIOS CATHERINE DELIOS PANESIS, PETER DELIOS JR., PDKD ENTERPRISES INC., KANE'S DONUTS ROUTE 1, LLC, AND KANE'S VENTURES, LLC

Defendants.

3/4/2022

VERIFIED COMPLAINT

I. Introduction

1. Paul Delios ("Plaintiff") owns a minority share of defendants PDKD Enterprises Inc. ("PDKD"), Kane's Donuts Route 1, LLC ("Kane's Donuts"), and Kane's Ventures, LLC ("Kane's Ventures" and collectively with PDKD and Kane's Donuts, the "Companies").

2. As President and CEO of the Companies, Paul has been primarily responsible for making executive decisions for PDKD, Kane's Donuts, and Kane's Ventures. He has been incredibly successful. During his time at the helm, he increased annual sales from $500,000 to more than $8 million. A once small, independent operator became a multimillion dollar major player.

3. For years, Paul often worked seven days a week to accomplish those extraordinary feats. He would travel to each store on a daily basis to check in on operations and

meet with Company employees. Each company thrived under Paul's leadership, and each shareholder benefited from Paul's hard work.

4. Paul owns the Companies together with his siblings, defendants Maria Delios, Stephen Delios, Catherine Delios Panesis, and Peter Delios Jr. (together the "Individual Defendants" and collectively with the Companies, "Defendants") who each owned a separate 20% share of PDKD, Kane's Donuts, and Kane's Ventures.

5. As recently as September 2021, Jerome Salerno, a Senior Vice President from North Shore Bank, the Companies' largest creditor, described Paul as a "critical component to the growth and success of Kane's," and a "key person."

6. Other agents have questioned whether the Companies could obtain financing for their operations if Paul was no longer in charge, and the Companies' former corporate counsel insinuated that the Companies would not survive in his absence.

7. That the Individual Defendants—the self-nicknamed "Gang of Four"— are unfit to run the Companies has not stopped them from interfering with Paul's leadership, wasting corporate assets, and otherwise trying to freeze him out.

8. The Gang of Four's efforts began after Paul offered to sell his interests in the Companies to them in August 2021. At that time, Paul offered up his interests for $1 million. After originally accepting Paul's offer, the Gang of Four reversed course.

9. Since he withdrew his offer, the Gang of Four has done what they could to push Paul out of the businesses. In breach of their fiduciary duties the Individual Defendants amended the Companies' operating agreements to impair Paul's voting power while increasing their own, reduced Paul's salary, made misrepresentations that caused Paul to be investigated for

wrongdoing (of which he was cleared), threatened to terminate his role as President of the Companies, and otherwise advanced their interests at Paul's expense.

10. In breach of their fiduciary duties to the Company, the Individual Defendants wasted corporate funds on investigations that never should have occurred, lied and misrepresented facts during that investigation, voted to remove the Companies' former counsel of six years after he sided with Paul concerning an internal dispute, and otherwise undercut Paul's leadership of the Companies.

11. The Individual Defendants' wrongdoing has put Paul's financial interest in the Companies, and the Companies themselves, in peril. As further described below, their wrongdoing has left Paul with no choice but to seek intervention by this honorable Court.

II. Parties

12. The Plaintiff, Paul Delios, is a resident of Wakefield, Massachusetts. Originally, Paul was a 20% shareholder in each of the Companies like his siblings. As a result of his purchase of Stephen's stock, Paul is now a 40% shareholder in each of the Companies. He is also President and CEO of each of the Companies and serves on PDKD's Board of Directors. Paul brings this action individually as a shareholder in the Companies and derivatively on behalf of the Companies.

13. The Defendant, Maria Delios, is a resident of Ipswich, Massachusetts. At all relevant times, Maria has been a 20% shareholder of each of the three Companies. She is currently an officer and Board member of PDKD. Maria is Paul's sister.

14. The Defendant, Stephen Delios, is a resident of Saugus, Massachusetts. Until July 2021, Stephen was a 20% shareholder of each of the three Companies. Stephen was fired in July

2021 after eight employees complained about Stephen's sexually inappropriate and harassing behavior. He is currently a Board member of PDKD. Stephen is Paul's brother.

15. The Defendant, Catherine Delios Panesis, is a resident of West Peabody, Massachusetts. At all relevant times, Catherine has been a 20% shareholder of each of the three Companies. She is currently an officer and Board member of PDKD. Catherine is also Paul's sister.

16. The Defendant, Peter Delios Jr., is a resident of Saugus, Massachusetts. At all relevant times, Peter has been a 20% shareholder of each of the three Companies. He is currently a Board member of PDKD. Peter is also Paul's brother.

17. The Defendant, PDKD Enterprises Inc., is a Massachusetts Corporation with a principal place of business located at 120 Lincoln Avenue, Saugus, Massachusetts.

18. The Defendant, Kane's Donuts Route 1, LLC, is a Massachusetts Corporation with a principal place of business located at 1575 Broadway, Saugus, Massachusetts.

19. The Defendant, Kane's Ventures, LLC, is a Massachusetts Corporation with a principal place of business located at 90 Oliver Street, Boston, Massachusetts.

20. PDKD operates a retail donut store and production facility at 120 Lincoln Avenue, Saugus, Massachusetts. It is the original location and production facility selling donuts, breakfast sandwiches, and beverages at retail. It also produces gluten-free products sold at retail and to Kane's Donuts. It purchases traditional non-gluten-free products from Kane's Donuts.

21. Kane's Donuts operates a retain donut shop and production facility at 1575 Broadway (Route 1), Saugus, Massachusetts. It sells donuts, breakfast sandwiches, and beverages at retail. It also produces traditional (non-gluten-free) products sold at retail and to

PDKD and traditional and gluten-free donuts and muffins sold to Ken's Handcrafted Donuts, LLC on a wholesale basis.

22. Kane's Ventures is the 70% owner of Kane's Handcrafted Donuts LLC ("Kane's Handcrafted"). Kane's Handcrafted Donuts operates a retail take-out store located at 90 Oliver Street, Boston, Massachusetts, selling donuts, breakfast sandwiches, and beverages at retail. It purchases all donuts from Kane's Donuts..

23. 120 Lincoln Avenue Realty Trust II (the "Trust") owns the real property located at 120 Lincoln Avenue, Saugus, Massachusetts used by PDKD, and the adjoining residential property at 138 Lincoln Avenue in Saugus. The Trust owns real estate with an appraised value of approximately $1.8 million, and its beneficiaries are Paul and the Gang of Four.

III. Factual Allegations

24. Peter Delios Sr., Paul's parents, purchased Kane's—a sixty-five year-old brand—in 1988.

25. Paul worked under his father's leadership from 1988 until 1995.

26. In 1990, while working at Kane's, Paul launched a successful catering company. He later opened two nationally recognized restaurants in Charlestown, Massachusetts. Paul's experiences establishing and growing these businesses—which he continued to run even after taking over for his father—served him well in future years.

27. From 1988 until 2007, Paul's mother was responsible for Kane's financials.

28. In 2007, Paul's mother asked him to take over Kane's financial matters.

29. Later that year, Paul's father stepped down from his leadership role in the Companies and selected Paul to take over as President and CEO, a position that Paul has held ever since.

30. Paul's contribution to the Companies' success since taking over cannot be overstated. Among others, Paul has taken on the following non-exclusive list of responsibilities:

a. Familiar with and helps manage all of the Companies' intellectual property;
b. Designing and developing new storefronts, and rehabilitation of existing storefronts;
c. Daily operations control and management;
d. Marketing and advertisement creation;
e. The creation of an entirely new gluten-free, dairy-free, and nut-free line of products;
f. Development of an incredibly successful online marketplace for Company products; in just five months, Kane's Donuts was ranked in the top 1% of newly onboarded stores and received the fewest customer complaints;
g. Selecting and directing Company attorneys during litigation and other legal matters;
h. Oversight of all financial concerns including Company taxes, audits, payroll, accounts payables and receivables, and vendor relationships; and
i. Control of staffing and labor decisions.

31. Notably, during the COVID-19 pandemic, while sales by restaurants were reported to have dropped significantly, and stores such as Dunkin' Donuts and Starbucks experienced a substantial number of store closures (up to 800 in 2020), through Paul's leadership, the Companies experienced 4% growth in 2020 and 19% growth in 2021.

32. Paul's business and leadership experience contrasts dramatically with the experience of his siblings.

33. Maria is a trained beautician whose self-anointing as "head baker" came without a minute of kitchen management experience (which she still lacks).

34. In her brief recent role as the Companies' social media head, Maria has managed to *decrease* the Companies' growth in instagram followers by 50%.

35. And, at no time from 2007 through today has Maria handled the Companies' financials.

36. From January 2018 through the end of 2021, Maria remained out of work due to a disability. While collecting insurance benefits due to her disability, Maria and her siblings insisted that Paul continue to pay her from the Companies as if she had continued to work.

37. Peter, though he earned an associate's degree in accounting, has never built a budget for the Companies, created a work schedule, or conducted employee training. He, too, obtained his title—that of "Manager"—not through his hard work and experience, but by self-proclamation.

38. Stephen is a baking teacher at New England Metro Technical Vocational High School. Prior to that, and before he was terminated for sexual harassment, Stephen was actually a head baker for the Companies, unlike Maria.

39. Catherine, while having no experience that would prepare her to run the Companies, has led a successful and admirable career as a registered nurse. Other than as a passive owner, Catherine has not been involved in the Companies' operations.

40. Two operating agreements govern the members' powers, duties, and rights as they relate to Kane's Donuts and Kane's Ventures.

41. During the relevant period, Kane's Donuts was governed by an operating agreement dated December 7, 2018.

42. During the relevant period, Kane's Ventures was governed by an operating agreement dated April 8, 2014.

43. A shareholder agreement governs the shareholders' powers, duties, and rights as they relate to PDKD.

44. During the relevant period, a shareholder agreement dated February 5, 2013 was in effect concerning the shareholders' interests in PDKD (collectively with the operating agreements, the "Governing Documents").

45. The Governing Documents have substantially similar provisions that govern the forced sale of a member or shareholder's interest in the Companies. According to each, if a shareholder or member is terminated from his or her employment, that shareholder or member must offer for sale his or her interests first to the Company and, if the Company does not purchase the interests, then to the continuing shareholders and members.

46. In the Spring of 2021, multiple Company employees alleged that Stephen had engaged in sexually inappropriate and harassing behavior.

47. An internal investigation conducted by a third-party investigator substantiated the allegation, and on July 1, 2021, Stephen was terminated from his employment for misconduct.

48. Dismayed by the infighting that had arisen between him and his siblings, Paul decided that it was in his best interest to sell his interests in the Companies to his siblings. After some brief negotiations, Paul offered his interests to the Gang of Four for $1 million in late July 2021.

49. At the time of Paul's offer, the Companies were engaged in an arbitration with their business partner in Kane's Handcrafted, John Dough LLC. As the Gang of Four saw it, the arbitration threatened to significantly impact the value of Paul's ownership interests. As a result, they decided to wait out the result of that case, and withdraw their offer to buy Paul's shares.

50. Meanwhile, the Companies were afforded the first option to purchase Stephen's interests after his termination. On or about July 22, 2021, the Companies decided not to pursue that purchase.

51. Because the Companies elected not to purchase Stephen's interests on July 23, 2021, Paul and the Individual Defendants were then given the option to purchase Stephen's interests in the Companies.

52. Having failed to remove himself from the unpleasant circumstances by selling his interests to the Gang of Four, Paul decided, instead, to purchase Stephen's 20% interest.

53. In October 2021, Paul and the Companies obtained a valuation that valued Stephen's interests in the Companies at $1,348,600 ($982,600 for his interest in the Companies, and $366,000 for his interest in the real estate owned by the Trust). Based on that valuation Paul, offered $1 million to purchase all of Stephen's interests.

54. Paul exercised his option to purchase all of Stephen's interests in the Companies in accordance with the requirements of the Governing Documents.

55. The Individual Defendants failed to fully exercise their option to purchase Stephen's interests in the Companies in accordance with the Governing Documents in a timely manner.

56. Paul's purchase of Stephen's interest was to close in November 2021.

57. Paul was and is ready, willing, and able to complete the purchase, but even though Paul tendered payment to Stephen, Stephen returned that payment to Paul and has not complied with his obligation to transfer his interests and rights in accordance with the Governing Documents.

58. The Governing Documents require the Companies to treat Paul as the owner of Stephen's ownership interests as of the time that Stephen was obligated to tender his interests to Paul regardless of whether Stephen actually effectuates the transfer.

59. Stephen has instead entertained belated offers to purchase his interest by the collective of Catherine, Maria, and Peter, which came after Stephen was already obligated to sell his stock to Paul. Catherine, Maria, and Peter wanted to withdraw from the Companies the entirety of their capital accounts for the down payment needed to fund their purchase of Stephen's stock.

60. Not only is that plan ill-conceived, it has direct consequences to Paul. The withdrawal of such a large amount of capital from the Companies would render them financially insolvent. Meanwhile, Paul—the only financially successful one of the group—is the guarantor on the Companies' loans. Allowing such a capital withdrawal would effectively transfer the Companies' liabilities to Paul.

61. None of the Gang of Four have offered to personally guaranty the Companies' debts now guaranteed by Paul. Some of the Gang have very poor credit ratings, a fact which impeded the Companies' ability to borrow money to finance the purchase of John Dough's interest in Kane's.

62. After the Gang withdrew their offer to buy Paul's shares, the Individual Defendants began to freeze him out by:

- in August 2021, voting to reduce Paul's weekly salary from $4,000.00 to $2,000.00 a week, and to begin paying $600 a week to the four members of the Gang of Four, but not Paul, as an ownership distribution;

- in September 2021, threatening to remove Paul from his role as President and CEO of the Companies. To make matters worse, the Individual Defendants had no plan to fill the Companies' leadership position in Paul's absence;
- around the same time, voting to restrict Paul's powers as President and CEO by appointing Maria to review all bills the Companies received before they were paid;
- around that same time, Maria manufactured a baseless investigation into purported wrongdoing by Paul in an attempt to have him removed from his position, or worse, terminated. After the purported victim—a Company employee—represented that Maria "manipulated" what the employee had said about Paul's conduct, the internal investigation concluded that Paul "did not violate requirements for Employee Conduct found in the Employee handbook and no disciplinary action is warranted"; and
- in November 2021, voting to elect Maria as "Manager" of Kane's Donuts, to elect Peter Delios as "Manager" of Kane's Ventures and Kane's Donuts, notwithstanding the fact that Company accountants criticized both for being unable to balance a checkbook.
- in December 2021, Maria and Peter—the newly self-appointed managers—voted to increase the ownership distributions being paid to Stephen and Catherine from $600 to $700 a week, to discontinue the payment of ownership distributions to Maria and Peter but, instead, to pay each Maria and Peter a salary of $2,000.00 a week. To fund their salaries, Maria said, they also voted to further reduce Paul's salary from $2,200.00 a week to $2,000.00 a week, and to discontinue the payment of ownership stipends to Maria and Peter.

63. Paul offered to engage a business consultant or coach to advise the siblings on management and business issues, but that offer was rejected by the Gang of Four.

64. Meanwhile, the Individual Defendants demonstrated how ill-equipped they are when it comes to running the Companies, created confusion, and wasted corporate assets in Kane Venture's arbitration with John Dough.

65. For example, in October 2021 and while she was acting as co-manager, Maria explicitly directed Kane Venture's attorney to demand a settlement payment from the opposing party that "was substantially higher than the two previous settlement offers that . . . were summarily rejected" by the party. The "counteroffer requested by Maria Delios" Kane Venture's attorney's wrote, "will only serve to enflame the parties' emotions and to end the present, very promising settlement discussions."

66. Later, Kane Venture's attorneys learned the hard way not to leave Maria to her own devices: in closing arguments, Maria caused Kane Venture's attorneys to be blindsided by opposing counsel. The Companies' attorneys had told the arbitrator that the Companies were in favor of dissolution of the John Dough partnership if they were found liable for the wrongdoing asserted by John Dough. Unbeknownst to them, Maria had caused her personal counsel, Darrell Mook, to contact John Dough's attorney to tell him that the Companies were not in favor of dissolution. Maria effectively undercut the credibility of the Companies' attorneys at the arbitration's most critical stage.

67. After the arbitrator's ruling, the Companies and Paul were largely vindicated. One issue left ambiguously decided, however, concerned whether the Companies would maintain control of their trademarks. Rather than seek to protect arguably one of the Companies' most valuable assets, the Gang of Four voted to forego an appeal of the decision to save a few thousand dollars in attorneys' fees; meanwhile, John Dough has appealed the decision, meaning that the Companies will be forced to expend resources without obtaining a clear ruling on the

vital trademark questions. Such is not an exercise in business judgment; it is a misapplication of business judgment. Unlike the others, Paul voted in favor of seeking an appeal on the issue.

68. Not only do the Individual Defendants have no business experience or judgment, their interpersonal conduct further demonstrates why they are unfit to run the Companies.

69. At least nine employees have signed a letter directed to the Individual Defendants in which they stood "behind [Paul's] integrity" while simultaneously describing Peter and Maria's use of "bullying and intimidation" tactics, a "fear of retaliation," and other "unlawful and unethical" behavior by the Gang of Four.

70. As if trying to prove the signatories' case for them, the Gang of Four voted to fire the letter's author, and Maria directly confronted one of the signatories of that letter. Maria questioned why the employee had not quit since Maria's return from her accident. That employee resigned in a letter to Maria in December 2021. In doing so, the employee questioned whether Maria "like[d] to lead with intimidation" and pointed out how "hypocritical" Maria had acted.

71. Stephen, meanwhile, has physically threatened Paul with violence.

72. Simply put, the Gang of Four is not equipped to manage the Companies, and upon information and belief, they have taken recent action to obstruct Paul's efforts to document their corporate decision making.

73. From September through December 2021, the Companies held three ownership meetings. At each, former corporate counsel hired and allowed a stenographer to document the meeting. The Gang of Four hired new counsel—attorney Daniel Murphy—in January 2022. Despite Paul's request to have a stenographer continue to document the two ownership meetings

that have occurred since Attorney Murphy took on his role, Attorney Murphy has refused to hire or permit a stenographer to document the meetings.

74. Attorney Murphy, instead, advised that his son and employee would attend the meetings and take notes that he would make available to Paul. Paul has requested Attorney Murphy's notes from the two ownership meetings that have since been held, but Attorney Murphy has not provided them.

75. To correct the Individual Defendants' breaches of duty as set forth, Paul will issue a demand letter to the Companies in which he urges them to take action to stop the Individual Defendants from further harming the brand he has worked so hard to create. He files this Complaint in advance of that demand due to the risk that he and the Companies will suffer irreparable harm if the Gang of Four continues to act in their own self interest while Paul's demand is being considered. And, in any event, Paul's forthcoming demand is futile because the Individual Defendants make up 4/5ths of PDKD's Board of Directors—Paul being the fifth.

IV. CAUSES OF ACTION

COUNT I
(Declaratory Judgment Pursuant to G.L. 231A)

76. The allegations contained in Paragraphs 1-75 are repeated, reasserted and incorporated herein by reference.

77. Paul was a shareholder and member of the Companies and a holder of an option to purchase the interests put up for sale by Stephen.

78. Paul exercised his option to purchase Stephen's shares in accordance with the requirements of the Governing Documents.

79. No other Individual Defendant exercised their option to purchase Stephen's shares in accordance with it's the requirements of the Governing Documents.

80. Paul was and is willing, able, and ready to purchase Stephen's interest, and attempted to tender payment for the same.

81. Nonetheless, Stephen refused to tender his interest to Paul and, instead, unlawfully withheld it.

82. Paul seeks an order from this Court pursuant to G.L. c. 231A declaring him the lawful owner of Stephen's interest in the Companies, and further directing Stephen and the Individual Defendants to recognize Paul's ownership interest in the same.

COUNT II
(Breach of Contract v. Maria, Peter, Stephen, and Catherine)

83. The allegations contained in Paragraphs 1-82 are repeated, reasserted and incorporated herein by reference.

84. The Kane's Ventures and Kane's Donut's membership agreements are enforceable contracts to which Paul and the Individual Defendants are parties.

85. The PDKD shareholder agreement is an enforceable contract to which Paul and the Individual Defendants are parties.

86. As described above, the Individual Defendants have failed to perform their obligations as managers and shareholders of the Company pursuant to the terms of the Governing Documents.

87. By refusing to recognize Paul's legitimate acquisition of Stephen's prior interest in the Companies, the Individual Defendants have breached those agreements.

88. Paul has and will continue to suffer damages as a result of the Individual Defendants' breach of contract.

COUNT III
(Breach of Fiduciary Duty – Individually against All Individual Defendants)

89. The allegations contained in Paragraphs 1-88 are repeated, reasserted and incorporated herein by reference.

90. The Companies have a small number of shareholders or members, most of whom are or have been involved in the Companies' day-to-day operations, and have no ready market for sale of shareholder or membership interests.

91. Each of the Individual Defendants is a shareholder and member of each Company and thus owes a duty of utmost good faith, prudence and loyalty to Paul.

92. As set forth above, the Individual Defendants have breached their fiduciary duties of utmost good faith and loyalty to Paul.

93. Paul has and will continue to suffer substantial damages and other harm as a result of the Individual Defendants' breaches of their fiduciary duties.

COUNT IV
(Breach of Fiduciary Duty — Derivative)

94. The allegations contained in Paragraphs 1-93 are repeated, reasserted and incorporated herein by reference.

95. As shareholders and members, and in the case of Maria and Catherine, officers of the Companies, the Individual Defendants owe the corporation a fiduciary duty of utmost good faith and loyalty, including, but not limited to, subordinate their self-interests to the well-being of the corporation and are therefore prohibited from taking, for personal benefit, actions that would benefit themselves at the expense of the Companies.

96. As set forth above, the Individual Defendants have breached their fiduciary duties of utmost good faith and loyalty to the Companies.

97. The Companies have and will continue to suffer substantial damages and other harm as a result of the Individual Defendants' breaches of their fiduciary duties.

COUNT V
(Freeze Out — Against the Individual Defendants)

98. The allegations contained in Paragraphs 1-97 are repeated, reasserted and incorporated herein by reference.

99. Paul, as a shareholder in a close corporation with a small number of shareholders, of which there is no ready market for the corporate stock, is owed a fiduciary duty from the Individual Defendants, and must be given equal opportunity of corporate benefits as the Individual Defendants are given.

100. As described above, the Individual Defendants have interfered with Paul's reasonable expectations as a shareholder and manager of the Companies.

101. Paul has and will continue to suffer substantial damages and other harm as a result of the Individual Defendants' attempts to freeze him out of the Companies.

COUNT VI
(Conspiracy — Against the Individual Defendants)

102. The allegations contained in Paragraphs 1-101 are repeated, reasserted and incorporated herein by reference.

103. The Individual Defendants knew that their actions, including, but not limited to, as described above, were in breach of their fiduciary duties to Paul, as well as a breach of the Governing Documents, yet agreed to and, in fact, gave each other substantial assistance, approval and/or encouragement to allow the Individual Defendants to conduct themselves as described above.

104. Paul has and will continue to suffer substantial damages and other harm as a result of the Individual Defendants' unlawful conspiracy.

COUNT VII
(Specific Performance v. Stephen)

105. The allegations contained in Paragraphs 1-104 are repeated, reasserted and incorporated herein by reference.

106. Paul and the Individual Defendants entered into the Governing Documents, which require that the interest of an existing member or shareholder be offered to other existing members or shareholders.

107. The Governing Documents further prescribe the manner in which an existing member or shareholder may purchase the interest being offered.

108. Paul exercised his option to purchase Stephen's interest in accordance with the terms and conditions set forth in the Governing Documents and, thus, became legally entitled to purchase that interest if no other condition precluded the sale.

109. No other condition precluded the sale from Stephen to Paul, and thus Paul was legally entitled to purchase Stephen's interests, and yet Stephen refused to tender his interests to Paul upon the closing date.

110. As a result of Stephen's actions, the unique benefit that derives from an ownership interest in the Companies has been lost, and thus Paul will be damaged from Stephen's unlawful conduct unless he is ordered to specifically perform his obligations pursuant to the Governing Documents.

COUNT VIII
(Judicial Dissolution — Pursuant to G.L. c. 156D, § 14.30)

111. The allegations contained in Paragraphs 1-110 are repeated, reasserted, and incorporated herein by reference.

112. Paul is a shareholder that holds 40% of the voting power in the Companies and is entitled to vote on the question of dissolution.

113. As set forth above, the Companies are and will continue to suffer from the dysfunctional relationships that have arisen from fundamental and unresolvable disagreements concerning the management of the Companies.

WHEREFORE, the Plaintiff, Paul Delios, prays this Honorable Court to:

1) Issue a temporary restraining order to maintain the status quo while the case is pending;

2) Issue a permanent injunction to maintain the status quo while the case is pending;

3) Issue a declaratory judgment declaring Paul to be the owner of Stephen's prior interests in the Companies;

4) Enter judgment against the individual defendants Maria Delios, Peter Delios Jr., Catherine Delios Parnesis, and Stephen Delios pursuant to all applicable Counts as set forth above for monetary damages as will be proved at trial, plus interest, costs and reasonable attorneys' fees;

5) Enter judgment against the individual defendants, Maria Delios, Peter Delios Jr., Catherine Delios Parnesis, and Stephen Delios derivatively on behalf of the Companies pursuant to all applicable Counts as set forth above for monetary damages as will be proved at trial, plus interest, costs and reasonable attorneys' fees;

6) An order judicially dissolving the Companies;

7) An order requiring the individual defendants to pay all legal interest permissible; and

8) Enter such other relief as this Court deems just and proper.

Respectfully submitted,
Paul Delios,
By his attorneys,

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Dated: March 3, 2022

VERIFICATION

I, Paul Delios, hereby state that I have read the factual allegations set forth in the foregoing Verified Complaint and that said factual allegations are true and accurate to the best of my knowledge, information or belief; and as to the allegations based upon information and belief I believe this information also to be true.

Signed under the pains and penalties of perjury this 3rd day of March 2022.

Paul Delios