SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF NASSAU

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JOSEF METZGER, JR.

Index No: 014061/04

Plaintiff,

--against-- **VERIFIED COMPLAINT**

YUENGER WOODWORKING CORP., TONI F.

REICHMANN, TONI J. REICHMANN, and

ERICH REICHMANN

Defendants.

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Plaintiff, by his attorneys, Blau & Barrows, Esqs., as and for his Verified Complaint, respectfully alleges:

1. Upon information and belief and at all relevant times, defendant Yuenger Woodworking Corp. (“Yuenger”), was and still is a domestic corporation, with its principal place of business located at 15-40 128th Street, College Point, New York.

2. Upon information and belief and at all relevant times, defendant Toni F. Reichmann was an officer and/or director and/or shareholder of Yuenger.

3. Upon information and belief and at all relevant times, defendant Toni J. Reichmann was an officer and/or director and/or shareholder of Yuenger.

4. Upon information and belief and at all relevant times, defendant Erich Reichmann was an officer and/or director and/or shareholder of Yuenger.

5. In or about October 1990, plaintiff and Yuenger entered into an agreement (“Agreement”), whereby plaintiff was to receive certain sums for the sale of his shares in Yuenger and for the execution of a restrictive covenant in favor of Yuenger. A copy of the Agreement is annexed as Exhibit “A” and a copy of the payment schedule prepared in connection with the Agreement is annexed as Exhibit “B”.

6. Yuenger has not made a payment to plaintiff of its installment obligations, either in payment for the shares of stock, or under the non-compete provision of the Agreement, since on or before March 31, 2000.

**AS AND FOR A FIRST CAUSE OF ACTION**

7. Upon information and belief, beginning in or about October of 1990, Yuenger began entering into certain financial arrangements whereby assets of Yuenger were diverted to the defendants, Toni F. Reichmann, Toni J. Reichmann, and Erich Reichmann, and other unknown persons, without fair consideration.

8. Upon information and belief, Yuenger was insolvent and/or said diversion of assets rendered Yuenger insolvent.

9. The aforementioned acts were in violation of N. Y Debt. & Cred. Law § 273.

10. Upon information and belief, the individual defendants, Toni F. Reichmann, Toni J. Reichmann, and Erich Reichmann, exercised complete domination and control over Yuenger concerning the transactions at issue.

11. Upon information and belief, the aforementioned domination and control was used to commit said wrong against plaintiff which has resulted in harm to the plaintiff.

**AS AND FOR A SECOND CAUSE OF ACTION**

12. Plaintiff repeats and realleges each and every allegation contained in Paragraphs “1" through “11" of this Verified Complaint with the same force and effect as if set forth fully at length hereat.

13. On July 11, 2000, plaintiff commenced an action against all of the present defendants for breach of the Agreement. A copy of the Summons and Verified Complaint are annexed as Exhibit “C”.

14. Said action was concluded by the execution of a Stipulation of Settlement, a copy of which is annexed as Exhibit “D”.

15. Yuenger failed to abide by the terms of the Stipulation of Settlement and plaintiff moved for a judgment pursuant to the stipulation.

16. On July 1, 2003, plaintiff entered a Judgment against Yuenger in the amount of $932,089.11. A copy of the Judgment is annexed as Exhibit “E”.

17. Upon information and belief, beginning on or about July 11, 2000, and continuing up through the date of the commencement of this action, Yuenger entered into certain financial arrangements whereby assets of Yuenger were diverted to the individual defendants, Toni F. Reichmann, Toni J. Reichmann, and Erich Reichmann, and other unknown persons, without fair consideration in violation of N.Y. Debt. & Cred. Law § 273-a.

**AS AND FOR A THIRD CAUSE OF ACTION**

18. Plaintiff repeats and realleges each and every allegation contained in Paragraphs “1" through “17" of this Verified Complaint with the same force and effect as if set forth fully at length hereat.

19. Upon information and belief, Yuenger entered into certain financial arrangements whereby assets of Yuenger were diverted to the individual defendants, Toni F. Reichmann, Toni J. Reichmann, and Erich Reichmann, and other unknown persons, with the actual intent to hinder, delay, or defraud plaintiff as a creditor in violation of N.Y. Debt. & Cred. Law § 276.

WHEREFORE, plaintiff demands judgment against the defendants as follows:

A. On the First Cause of Action, against all defendants, both jointly and severally, in the sum of $932,089.11 with interest from July 1, 2003, interests and costs of this action, and punitive damages in an amount to be assessed by the trier of fact.

B. On the Second Cause of Action, against all defendants, both jointly and severally, in the sum of $932,089.11 with interest from July 1, 2003, interests and costs of this action, and punitive damages in an amount to be assessed by the trier of fact.

C. On the Third Cause of Action, against all defendants, both jointly and severally, in the sum of $932,089.11 with interest from July 1, 2003, interests and costs of this action, and punitive damages in an amount to be assessed by the trier of fact.

Dated: New York, New York

September 29, 2004

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Michael C. Barrows, Esq.

BLAU & BARROWS

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