

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

Date Purchased:

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MICHAEL STAPLETON ASSOCIATES, LTD.,
D/B/A MSA SECURITY,

Index No. _____/2018

Plaintiff,

- against -

PETER VEGA,

Defendant.
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SUMMONS

Plaintiff designates New York
County as the place for trial.

Pursuant to CPLR 503 venue is
based on the location of Plaintiff's
principal place of business.

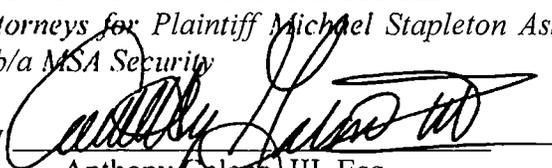
Plaintiff's principal place of business
is located at 9 Murray Street, 3rd
Floor, New York, New York 10007

TO THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED to answer the amended verified complaint in this
action and to serve a copy of your answer on plaintiff's attorneys 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 the case of your failure to appear to answer, judgment will be taken against you by default for
the relief demanded in the complaint.

Dated: New York, New York
January 23, 2018

ELLENOFF GROSSMAN & SCHOLE LLP
*Attorneys for Plaintiff Michael Stapleton Associates, Ltd.,
d/b/a MSA Security*

By 
Anthony Galano, III, Esq.
Joanna Cohen, Esq.
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To: Peter Vega
4201 South Amboy Road
Staten Island, New York 10308

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

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MICHAEL STAPLETON ASSOCIATES, LTD.,
D/B/A MSA SECURITY,

Plaintiff,

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VERIFIED COMPLAINT

Plaintiff Michael Stapleton Associates, Ltd., d/b/a MSA Security (“MSA”) by and through its attorneys, Ellenoff Grossman & Schole LLP, as and for its Verified Complaint (the “Complaint”) against defendant Peter Vega (“Vega”) respectfully alleges as follows:

PARTIES

1. Plaintiff MSA is a corporation organized and existing under and by virtue of the laws of the State of Delaware, maintaining a principal place of business at 9 Murray Street, 3rd Floor, New York, New York 10007.

2. Defendant Vega is an individual who, upon information and belief, is domiciled and resides at 4201 South Amboy Road, Staten Island, New York 10308.

JURISDICTION AND VENUE

3. Jurisdiction and venue are proper in the Supreme Court of the State of New York, County of New York, because a substantial amount of the conduct relating to the wrongful actions alleged herein occurred in the City of New York, New York County. Venue is also proper pursuant to CPLR 503 based on the location of MSA’s principal place of business in New York County.

4. The damages alleged by MSA herein exceed \$350,000.00.

FACTS APPLICABLE TO ALL CLAIMS

5. This matter comes before the Court because one of MSA's former employees, defendant Vega, who recently resigned from MSA, refuses to return to MSA a highly trained, unique bomb detecting canine with which he was entrusted while employed by MSA for the purpose of fulfilling his duties at MSA. MSA is a private security firm offering clients, both private and public, a variety of protection services, including bomb detection services in office buildings, various transportation hubs such as train, subway and bus stations and in local, state and federal offices buildings here in New York and throughout the United States, including courthouses.

6. In or about early February 2017, Vega was hired by MSA to provide private security services on behalf of its clients as an explosive detection canine handler. In connection with Vega's duties, MSA entrusted him with possession of its unique and highly valuable canine, explosive detection canine Fallon ("EDC Fallon"), who is trained to perform explosive detection services. A copy of Vega's Employment Application is annexed hereto as Exhibit A.

7. At the time Vega was hired by MSA, and before he was entrusted with EDC Fallon, he signed an Explosive Detection Canine Handler ("EDCH") Agreement (the "Handler Agreement"). The Handler Agreement specified the terms governing Vega's possession and custody of EDC Fallon, along with specific requirements as to how Vega was to care for EDC Fallon. A copy of the Handler Agreement is annexed hereto as Exhibit B.

8. The first paragraph of the Handler Agreement states as follows: "The Explosive Detection Canine (EDC) is the property of MSA Security. If for any reason an Explosive Detection Canine Handler's employment is terminated, the EDC is to be returned to MSA Security immediately."

9. Moreover, paragraph 11 of the Handler Agreement makes it clear that Vega was merely a caretaker: “As an MSA EDCH, you are being entrusted with an expertly trained EDC that has a drive to work and wants to do a great job. To ensure that the EDC remains sharp, you are responsible to adhere to the established training regimen on a daily basis to continually reinforce the guidelines set forth. Failure to do so may result in EDC being unable to perform the required tasks and/or result in the team being taken off-line for re-training. An EDCH’s willful disregard for training mandates will result in disciplinary action, suspension and/or termination.”

10. Furthermore, paragraph 15 of the Handler Agreement requires that “[t]he EDC must be housed in the EDCH’s home; housing an EDC in a shed, garage, or outdoor run is **strictly prohibited**” (emphasis in original).

11. Finally, paragraph 17 of the Handler Agreement states that “...By signing this agreement, you acknowledge that you have read, understand and will comply with all the conditions of this agreement, and that you have received a copy.”

12. Vega signed the Handler Agreement and, immediately under Vega’s signature, the name EDC Fallon appears on the line specifying the EDC Name.

13. EDC Fallon was then entrusted to Vega’s custody, subject to the terms of the Handler Agreement.

14. On December 15, 2017, Vega tendered his resignation from MSA to EDC Manager Vincent DeSantis in a letter of that date. A copy of Vega’s resignation letter and an e-mail from Mr. DeSantis to other executives of MSA are annexed hereto as Exhibit C.

15. Vega’s resignation occurred after he was advised by MSA that he would have to work the weekend of Saturday, December 16 to Sunday, December 17, 2017, from 8:00 a.m. to 8:00 p.m. on that Saturday and 9:00 a.m. to 9:00 p.m. on that Sunday at Madison Square Garden

(“MSG”). Vega responded to MSA that since he lived in Staten Island and would have 11 hours between tours at MSG that he could not work such hours and unequivocally refused to appear for work on either day. A copy the e-mail exchange between Vincent DeSantis, Hector Rodriguez and Holland LaPlant of MSA concerning this refusal and the need to cover Vega for these shifts at MSG is annexed hereto as Exhibit D.

16. Since Vega’s resignation on December 15, 2017, MSA has reached out to him on numerous occasions to retrieve EDC Fallon, who Vega refuses to return.

17. In fact, in two e-mails, dated December 15 and 16, 2017, Mr. DeSantis of MSA informed Vega that he had to immediately arrange for the return of Fallon and all of the MSA issued canine equipment. Vega did not respond to either of these e-mails. A copy of these e-mails to Vega are annexed hereto as Exhibit E.

18. On December 18, 2017, MSA sent a formal letter to Vega demanding that he surrender EDC Fallon immediately to MSA (the “Demand Letter”). A copy of the Demand Letter is annexed hereto as Exhibit F.

19. The Demand Letter reiterated Vega’s obligation to return EDC Fallon, Fallon was the property of MSA and that MSA continued to object to Vega’s “continued possession” of its canine.

20. The Demand Letter expressed a desire to resolve this matter expeditiously, but that Vega’s continued refusal to return EDC Fallon would require legal action.

21. When Vega did not respond immediately to MSA, MSA contacted the New York City Police Department (the “NYPD”) and filed a criminal complaint concerning Vega’s failure to return Fallon with the 122nd Precinct in Staten Island since Vega’s residence is located at 4201 South Amboy Road, Staten Island, New York 10308.

22. Vega did not respond to the Demand Letter until he sent Mr. DeSantis an e-mail, dated December 21, 2017, in which he asked why the NYPD was looking for him and asked he if could buy Fallon from MSA. Vega also asked for Mr. DeSantis to send him an itemized list of equipment that needed to be returned to MSA. Mr. DeSantis responded to Vega when answering a telephone call from Vega in which he advised him that MSA does not sell its dogs to their handlers and that Fallon was the property of MSA. Vega then responded that Fallon had allegedly run away. Mr. DeSantis advised him that MSA would pursue both criminal and civil actions against him if Fallon was not returned to MSA safely. Vega then abruptly hung up on Mr. DeSantis. A copy of Vega's e-mail and Mr. DeSantis' e-mail report to MSA are annexed hereto as Exhibit G.

23. Vega was eventually arrested by the NYPD on December s, 2017 and charged with Grand Larceny and was arraigned on that charge on that date. He has a pending criminal court appearance in New York City Criminal Court in Staten Island in mid-February 2018.

24. MSA contacted Vega's criminal defense counsel but he has failed to return the calls of MSA concerning the requested return of Fallon.

25. Absent the immediate intervention from the Court, EDC Fallon will ultimately be of little use to MSA in the near future. Indeed, at the very least Fallon will need to be retrained for two or three months before he is able to return to full active duty as a bomb detecting dog.

26. Vega's actions are cruel and destructive, and they deprive EDC Fallon of being able to do what he was trained to accomplish.

27. Moreover, there is a shortage of adequately trained EDCs to cover the threat detection needs by people and institutions throughout the United States and abroad requesting MSA's services. Canines qualified to be trained as EDCs must meet rigorous breeding and

selection standards and criteria and cannot be raised or produced instantly, let alone raised with certainty that they will meet such standards. Moreover, in order to attain the requisite skills the canines must undergo rigorous and extensive months of training and become certified in action. As such, MSA cannot merely find or train another EDC to take EDC Fallon's place. In addition, as a living being, EDC Fallon is unique in its particular qualities, qualities which when taken together in the manner they were in EDC Fallon, made her a canine worthy of certification by MSA as one of its official EDCs trusted to make the lives and property of its MSA's clients and handlers safe. EDC Fallon's absence means that there is one less EDC patrolling high-target institutions and guarding the general public. With the threat of public violence and terrorism higher than ever before, EDCs such as EDC Fallon are invaluable assets to MSA and the people and institutions they serve. MSA could use countless additional EDCs worthy of its program, as demand is nearly unlimited.

28. EDCs are expensive to purchase, train, and maintain. If Vega is allowed to keep EDC Fallon for even several more weeks she will have to be retrained over the course of several months following her return to MSA, thus depriving MSA and its private and public client base of the use of a highly trained bomb detecting dog for the period she was wrongfully held by Vega and the additional training period.

29. EDC Fallon is a unique, highly-trained bomb detecting dog. She constitutes chattel under the law, but he is also a living animal who requires specialized care and continued training. Although her monetary value is substantial, ownership of EDC Fallon encompasses more than the possession of a mere business asset. EDC Fallon is a living, breathing being, and damage to her welfare cannot be calculated in terms of financial restitution. MSA has an obligation to the animals it employs to ensure that they are treated in a humane, appropriate manner, and that the caretakers

to whom they are entrusted use their best efforts to ensure each dog's well-being. MSA places a high priority on the welfare of its animals, and given the high degree of anger directed at MSA by Vega, MSA fears for EDC Fallon's safety.

30. Moreover, there is a substantial risk that Vega will "lose" the dog, sell the dog which is very valuable, or give away the dog as an act of spite as he has already alleged that he dog had run away. EDC Fallon provides a great service to MSA, as well as to the community she protects, and MSA believes it has a duty to protect EDC Fallon by fighting for her immediate return. An action for replevin is therefore proper.

31. To date, such expenses equal \$50,000 with respect to EDC Fallon.

32. MSA is losing approximately \$260,000 in annual revenues by not being able to engage EDC Fallon.

FIRST CAUSE OF ACTION
(Breach of Contract – Handler Agreement)

33. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 32 of the Complaint with the same force and effect as if fully set forth at length herein.

34. Under the Handler Agreement, EDC Fallon is the "property of MSA Security" and in the event of Vega's termination, the Handler Agreement required Fallon to return EDC Fallon to MSA "immediately".

35. Vega tendered his resignation from MSA on December 15, 2017, but has refused, and continues to refuse, to return EDC Fallon to MSA.

36. As a result of Vega's intentional and wanton breach of the Handler Agreement, MSA is suffering substantial and immediate harm, in addition to severe financial damages.

37. Under the facts set forth above, MSA is entitled to the immediate possession of Fallon.

38. By reason on the foregoing, MSA is entitled to a judgement against Fallon, in an amount to be determined at trial, but estimated to exceed three hundred thousand dollars (\$300,000.00), to be determined by a jury, together with applicable interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION
(Replevin/Order of Seizure)

39. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 38 of the Complaint with the same force and effect as if fully set forth at length herein.

40. Under the Handler Agreement, Vega agreed that EDC Fallon is the property of MSA, and that he would return EDC Franklin immediately to MSA in the event of the termination of his employment.

41. Vega resigned from MSA on December 15, 2017, but has failed and refused and to return EDC Fallon to MSA.

42. Vega's refusal to do so constitutes a breach of the Handler Agreement and Fallon is being wrongfully held by Vega.

43. As was set forth above, the value of Fallon is approximately \$50,000 as of today.

44. EDC Fallon is considered chattel under the law of the State of New York and must be returned to her rightful owner immediately.

45. MSA submits that here is no known defense to its claim that it maintains full possessory rights over Fallon and that Vega has absolutely no standing to challenge such a claim.

46. By reason of the foregoing, MSA is entitled to a writ of replevin-an order of seizure pursuant to CPLR 7102(a) that immediately orders the New York City Sheriff or a Sheriff of any other County in New York State to seize Fallon and return her to MSA, together with applicable interest and costs, including, but not limited to, reasonable attorneys' fees.

WHEREFORE, plaintiff MSA, hereby demands Judgment against the defendant Peter Vega, as follows:

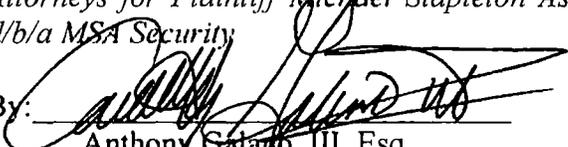
(A) A judgment on the First Cause of Action against Vega, in an amount to be determined at trial, but estimated to be at least \$300,000.00, together with applicable interest and costs;

(B) A judgement on the Second Cause of Action, a writ of replevin-an order of seizure in favor of MSA, pursuant to CPLR 7102(a), that immediately orders the New York City Sheriff to seize Fallon and return her to MSA, together with applicable interest and costs, including, but not limited to, reasonable attorneys' fees; and

(C) A judgment that MSA recover its costs, disbursements and attorneys' fees in this action and for such other, further and different relief as this Court may deem just and proper.

Dated: New York, New York
January 23, 2018

ELLENOFF GROSSMAN & SCHOLE LLP
*Attorneys for Plaintiff Michael Stapleton Associates, Ltd.,
d/b/a MSA Security*

By: 

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Joanna Cohen, Esq.

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New York, New York 10105

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jcohen@egsllp.com

VERIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Valerie A. Price, being duly sworn deposes and says:

I am the General Counsel of plaintiff Michael Stapleton Associates, Ltd., d/b/a MSA Security ("MSA") herein. I have read the foregoing verified complaint and know its contents; the same is true to my knowledge, except as to matters alleged on information and belief, and as to those matters, I believe them to be true. This verification is made by me because MSA is a corporation and I am the General Counsel thereof. The basis of all matters alleged upon information and belief is books and records of MSA and my conversations with other employees and officers at MSA who dealt with defendant Peter Vega.



Valerie A. Price

Sworn to before me this
23rd day of January 2018



Notary Public

TINA MARIE McGRATH
Notary Public - State of New York
No. 01MC6284465
Qualified In Queens County
My Commission Expires June 17, 2021