

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(D) OF
THE SECURITIES EXCHANGE ACT OF 1934

DATE OF REPORT (DATE OF EARLIEST EVENT REPORTED): JULY 22, 2004

DRYCLEAN USA, INC.

(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

DELAWARE

(STATE OR OTHER JURISDICTION OF INCORPORATION)

0-9040

11-2014231

(COMMISSION FILE NUMBER)

(IRS EMPLOYER IDENTIFICATION NO.)

290 N.E. 68 STREET, MIAMI, FLORIDA 33138

(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES) (ZIP CODE)

REGISTRANT'S TELEPHONE NUMBER, INCLUDING AREA CODE: (305) 754-4551

NOT APPLICABLE

(FORMER NAME OR FORMER ADDRESS, IF CHANGED SINCE LAST REPORT)

Item 5. Other Events.

On July 22, 2004, William K. Steiner, Chairman and a director of the Company, and Michael S. Steiner, President, Chief Executive Officer and a director of the Company, each sold 750,000 shares of the Company's Common Stock to Alan I. Greenstein, Executive Vice President and Chief Operating Officer of the Company, for a purchase price of \$1,087,500 payable to each seller, consisting of \$350,000 in cash and a \$737,500 Promissory Note payable on July 22, 2005 secured by the shares sold. After giving effect to the transaction, William K. Steiner, Michael S. Steiner and Alan I. Greenstein own 1,550,997 (22.1%), 1,510,577 (21.5%) and 1,518,200 (21.6%), respectively, of the Company's 7,014,450 outstanding Common Stock.

Contemporaneously therewith, William K. Steiner, Michael S. Steiner and Alan I. Greenstein entered into a Stockholders Agreement pursuant to which William K. Steiner and Michael S. Steiner (together with any transferees to whom either of them transfers Shares, as defined below, to the extent of the Shares so transferred, collectively, the "Steiner Family Stockholders") and Alan J. Greenstein (together with any transferee to whom he transfers Shares, to the extent of the Shares so transferred, collectively, the "Greenstein Stockholders") have agreed, except to the extent otherwise agreed from time to time by each of (a) the holders of a majority of the Shares held by the Greenstein Stockholders and (b) the holders of a majority of the Shares held by the Steiner Family Stockholders, to vote the 1,510,477, 1,510,477 and 1,500,000 shares, respectively, of the Company's Common Stock currently owned of record by William K. Steiner, Michael S. Steiner and Alan I. Greenstein, respectively (collectively the "Shares") to elect as directors of the Company (x) one designee as may be selected by the holders of a majority of the Shares held by the Greenstein Stockholders and (y) such other designees as may be selected by the holders of a majority of the Shares held by the Steiner Family Stockholders. Should any designee of the Greenstein Stockholders or the Steiner Family Stockholders resign, determine not to seek re-election to the Company's Board of Directors (the "Board"), be removed from office, die, become incapacitated or

otherwise cease to serve on the Board, and should such designee not be replaced by the Board with a designee recommended to the Board by the stockholder group who designated the director being replaced, or should such designee's term of office expire, the parties to the Stockholders Agreement agree to take all such action as may be permitted under the Company's Certificate of Incorporation or By-laws and laws of its state of incorporation to promptly call a special or other meeting of stockholders of the Company and vote, or execute a written consent, to elect as the successor to such former director a person designated by the holders of a majority of the Shares held by the stockholder group whose designee is to be replaced. The Stockholders Agreement is to terminate on the earliest to occur of (i) the date agreed to in writing by the owners of record of a majority of the Shares and (ii) the liquidation of the Company or the Company's merger with, or sale of substantially all of its assets to, or another change in control transaction with, another entity that is approved by the Board, following which transaction or series of transactions the stockholders of the Company immediately prior to the first of such transactions do not own more than 50% of the outstanding voting power of the resulting entity at the effective date of the last of such transactions.

Item 7. Financial Statements and Exhibits.

- (a) Financial Statements of businesses acquired: None
- (b) Pro forma financial information: None
- (c) Exhibits:

99.1 Stockholders Agreement dated as of July 22, 2004 by and among William K. Steiner, Michael S. Steiner and Alan I. Greenstein.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

DRYCLEAN USA, Inc.

Date: July 27, 2004

By: /s/ Michael S. Steiner

Michael S. Steiner,
President and Chief Executive Officer

EXHIBIT INDEX

Exhibit No.	Description
99.1	Stockholders Agreement dated as of July 22, 2004 by and among William K. Steiner, Michael S. Steiner and Alan I. Greenstein

STOCKHOLDERS AGREEMENT

This Agreement is made as of July 22, 2004 by and among Alan I. Greenstein (together with any transferee to whom he transfers Shares, as hereinafter defined, to the extent of the Shares so transferred, collectively, the "Greenstein Stockholders"), Michael S. Steiner and William K. Steiner (the "Steiner Family" and together with any transferees to whom any of them transfers Shares to the extent of the Shares so transferred, collectively, the "Steiner Family Stockholders"). Each of the Greenstein Stockholders with the Steiner Family Stockholders are individually referred to as a "Stockholder" and collectively referred to as the "Stockholders".

WHEREAS, Michael S. Steiner and William K. Steiner are each the owner of record of 2,260,477 Shares of Common Stock, par value of \$.025 per share of DRYCLEAN USA, Inc. (formerly named Metro-Tel Corp.), a Delaware corporation (the "Company");

WHEREAS, Michael S. Steiner and William K. Steiner have each agreed to sell, and Alan I Greenstein has agreed to purchase, contemporaneously herewith, 750,000 of such Shares, so that following such transaction Michael S. Steiner, William K. Steiner and Alan I. Greenstein will own of record 1,510,477, 1,510,477 and 1,500,000 of such shares, respectively (collectively the "Shares");

WHEREAS, the Stockholders believe it is in their mutual best interests to vote together with respect to the election of directors in the manner set forth in this Agreement and to effectuate the other purposes of this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Stockholders hereby agree as follows:

1. Agreement to Vote. Except to the extent otherwise agreed from time to time by each of: (a) the holders of a majority of the Shares held by the Greenstein Stockholders and (b) the holders of a majority of the Shares held by the Steiner Family Stockholders, each Stockholder covenants and agrees to vote (in person or by proxy), at all meetings of the stockholders of the Company however called and with regard to actions proposed to be taken by written consent of the stockholders of the Company at any time during the term of this Agreement with regard to the election of directors, all of the Shares in favor of the election as directors of the Company of (x) one designee as may be selected by the holders of a majority of the Shares held by the Greenstein Stockholders and (y) such other designees as may be selected of the Steiner Family Stockholders. Should any designee of the Greenstein Stockholders or the Steiner Family Stockholders resign, determine not to seek re-election to the Board, be removed from office, die, become incapacitated or otherwise cease to serve on the Board, and should such designee not be replaced by the Board with a designee recommended to the Board by the Stockholders who designated the director being replaced, or should such designee's term of office expire, the Stockholders agree to take all such action as may be permitted under the

Company's Certificate of Incorporation or By-laws and laws of its state of incorporation to promptly call a special or other meeting of stockholders of the Company and vote, or execute a written consent, to elect as the successor to such former director a person designated by the holders of a majority of the Shares held by the Stockholders whose designee is to be replaced.

The term "Entire Board," as used in this Agreement, means the total number of directors that the Company would have if there were no vacancies on the Board of Directors.

The ability of each of the Greenstein Stockholders and the Steiner Family Stockholders to designate one or more directors is a right and not an obligation and such right may be exercised at any time during the term of this Agreement.

For avoidance of doubt, it is agreed and understood that any shares of Common Stock of the Company (other than the Shares) which a party hereto owns

(or may in the future own) of record or in street name shall not (unless agreed to in writing by the party to be charged) be subject to this Agreement.

2. Stockholders' Representations. Each Stockholder represents and warrants to each other Stockholder that, immediately following the sale of the Shares from Michael S. Steiner and William K. Steiner to Alan I. Greenstein as reflected in the preambles to this Agreement: (a) the Stockholder will be the sole record and beneficial owner, with sole voting power, of the Shares owned reflected in the third preamble to this Agreement; (b) the Stockholder possesses full power and authority to enter into this Agreement and carry out such Stockholder's obligations under this Agreement; (c) the execution and delivery of this Agreement does not, and carrying out such Stockholder's obligations under this Agreement will not, conflict with or result in the violation of any agreement, judgment, decree, law or regulation applicable to the Stockholder; and (d) other than this Agreement, there are no outstanding rights or obligations granted by the Stockholder relating to the ownership, voting or disposition of any of the Shares.

3. Parties Bound. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. Notwithstanding the foregoing, the rights and obligations under this Agreement of an initial party hereto or a permitted assignee thereof may be assigned without such consent with a transfer (other than in ordinary market sales regular way or in an underwritten public offering) of Shares to a member of such Stockholder's "immediate family" or an "Affiliate" of such Stockholder (as these terms are defined below) or a member of the "immediate family" of such Affiliate provided, in any such case, such transferor shall, as a condition to such transfer, first obtain an agreement in writing from such transferee to be bound by all of the terms and provisions of this Agreement with the same force and effect as if such transferee were a "Stockholder" (and such transferee shall then be considered, for all purposes of this Agreement, a "Stockholder" and member of the group of Stockholders from which such transferee received the transferred Shares or interest therein). Nothing herein shall be construed as otherwise limiting a Stockholder's right to transfer his, her or its Shares; however any such transferee, other than pursuant to the immediately preceding two sentences, shall not be entitled to the rights and benefits of this Agreement but shall be subject to the obligations under this Agreement of the group of Stockholders from which such transferee acquired such Shares. All

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rights and authority granted herein by each Stockholder shall survive the death or incapacity of the Stockholder.

The stock certificates evidencing Shares held by such Stockholder (and any Shares issued to transferees thereof to whom this Agreement applies) shall, so long as this Agreement pertains thereto, bear the following legend:

"The shares represented by this certificate are subject to the terms and conditions of a Stockholders Agreement dated as of July 22, 2004 by and among certain stockholders of the Company, a copy of which is on file at the principal office of the Company."

As used in this Agreement, (a) the term "immediate family" means such person's spouse, parents, children, siblings and trusts created exclusively for such Stockholder and/or the aforementioned relatives of such Stockholder, and (b) an "Affiliate" of a referenced person, firm or entity shall mean any person controlling, controlled by or under common control with such referenced person, firm or entity.

4. Term. This Agreement shall become effective upon its execution by all initial parties hereto (the "Effective Date") and shall terminate on the earliest to occur of: (i) the date agreed to in writing by the owners of record of a majority of the Shares, and (ii) the liquidation of the Company or the Company's merger with, or sale of substantially all of its assets to, or another change in control transaction with, another entity that is approved by the Board of Directors, following which transaction or series of transactions the stockholders of the Company immediately prior to the first of such transactions do not own more than 50% of the outstanding voting power of the resulting entity at the effective date of the last of such transactions.

5. Availability of Equitable Remedies. The Stockholders acknowledge that a breach of the provisions of this Agreement by any Stockholder would cause irrevocable injury to the other Stockholders and could not adequately be compensated by money damages. Accordingly, a Stockholder shall be entitled, in addition to any other right or remedy available to him, her or it, to an injunction restraining a breach or a threatened breach of this Agreement and to specific performance of any such provision of this Agreement, in either case without bond or other security, and the other Stockholders will not take any action, directly or indirectly, in opposition to the moving party seeking such relief on the grounds that any other remedy or relief is available at law or in equity.

6. Governing Law, Consent to Service of Process, etc. This Agreement shall be governed and interpreted in accordance with the laws of the state of Delaware, without regard to the conflict of laws principles thereof that would defer to the laws of another jurisdiction or the actual domiciles of the parties hereto.).

The parties hereby consent and agree that the Circuit Court of the State of Florida for the County of Miami-Dade and the United States District Court for the Southern District of Florida each shall have personal jurisdiction and proper venue with respect to any dispute between them under this Agreement. No party shall raise, and each party hereby expressly waives, any objection

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or defense to any such jurisdiction and venue as an inconvenient forum. Each party further agrees that any action or proceeding brought under this Agreement shall be brought only in the Circuit Court of the State of Florida for the County of Miami-Dade or the United States District Court for the Southern District of Florida. Each party hereby waives personal service of any summons, complaint or other process, which may be delivered by any of the means permitted for notices under this Agreement.

In any action, suit or proceeding in any jurisdiction brought with respect to this Agreement, each party waives trial by jury.

7. Notices. All notices, requests, demands and other communications which are required to be or which may be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person, the scheduled business day of delivery if sent by Express Mail, Federal Express, other overnight delivery service or five business days after mailed if mailed by certified or registered first class mail return receipt requested, in any such case with delivery charges prepaid, to the party to whom the same is so given or made, at the following addresses (or such other address as shall be provided by notice given in accordance with this Section 7 by the party whose address is to be changed):

(a) If to a member of the Steiner Family:
c/o Steiner-Atlantic Corp.
290 N.E. 68th Street
Miami, Florida 33138-5567
Attention: Michael S. Steiner

(b) If to a member of the Greenstein Stockholders:
c/o Alan I. Greenstein
3738 Gulf Stream Way
Davie, Florida 33026

8. Amendments. This Agreement and any term hereof may not be amended, changed, discharged or terminated except by an instrument in writing signed by the original signatories hereof.

9. Waivers. The failure of a party to insist upon strict adherence to any term or provision of this Agreement on any occasion shall not be considered a waiver, or deprive the party of the right thereafter to insist upon strict adherence to that term or provision or any other term or provision of this Agreement. Any waiver must be in writing and be duly executed by the party to be charged.

10. Counterparts. This Agreement may be executed in two or more

counterparts and by the different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. Headings. The headings in this Agreement are for purposes of reference only and shall not be considered in construing this Agreement.

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12. Entire Agreement. This Agreement contains the entire understanding of the parties herein, and supersedes all prior discussions and understandings of the parties hereto, respecting the subject matter hereof.

13. Severability. If any provision of this Agreement or the application of any provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of that provision to persons or circumstances other than those which it is held invalid, shall not be affected thereby.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement.

Michael S. Steiner

William K. Steiner

Alan I. Greenstein

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