

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

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JUANA TOPOROVSKY,

Plaintiff,

- against -

ARIE TOPOROVSKY, ASHER TOPOROVSKY, ESTHER TOPOROVSKY, ARTHUR COURT REALTY MGT. CORP, THE ESTATE OF RINALDO TOPOROVSKY, VAN COURTLANDT ASSETS LLC and JOHN GOJCAJ.

Defendants.

Plaintiff designates Bronx County as the place of trial.

The basis of the venue is the location in Bronx County, New York, where a substantial part of the events giving rise to the action occurred and based on contractual venue.

SUMMONS

Index No.: _____

To the above-named Defendants:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorneys within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein.

Dated: White Plains, New York
August 13, 2025

Defendants' Address:

Arie Toporovsky
15 William St, Apt. 25B
New York, New York 10005

Arthur Court Realty Management Corp
179 Cedar Lane, Ste H
Teaneck, NJ 07666

Asher Toporovsky
173 Merrison Street
Teaneck NJ 07666

The Estate of Rinaldo Toporovsky

Esther Toporovsky
200 Cherry Lane
Teaneck NJ 07666

Van Courtlandt Assets LLC
101 Cedar Lane,
Teaneck, NJ 07666

John Gojcaj

CUDDY & FEDER LLP

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX-----X
JUANA TOPOROVSKY

Plaintiff,

Index No: _____

-against-

COMPLAINT

ARIE TOPOROVSKY, ASHER TOPOROVSKY, ESTHER TOPOROVSKY, ARTHUR COURT REALTY MGT. CORP, THE ESTATE OF RINALDO TOPOROVSKY, VAN COURTLANDT ASSETS LLC and JOHN GOJCAJ.

Defendants.

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Plaintiff JUANA TOPOROVSKY (“Plaintiff” or “Juana”), as and for her Complaint against Defendants ARIE TOPOROVSKY (“Arie”), ASHER TOPOROVSKY (“Asher”), ESTHER TOPOROVSKY (“Esther”), ARTHUR COURT REALTY MGT. CORP. (“Arthur Court” and together with Arie, Asher, and Esther, the “Majority Members”), the ESTATE OF RINALDO TOPOROVSKY (the “Estate”), VAN COURTLANDT ASSETS LLC (the “Company”), and JOHN GOJCAJ (“Gojcaj”) respectfully alleges as follows:

INTRODUCTION

1. This case is about the Majority Members’ efforts to surreptitiously market and then sell the only assets of a closely held limited liability company, of which Juana is a minority member, in blatant violation of the Company’s operating agreement, which contains detailed procedures that must be followed before the Company may sell the property at issue to ensure the rights of all members of the Company are protected.

2. Juana holds at least 30% of the ownership interest in the Company. Defendants Arie and Asher are Juana’s nephews, and Esther is their mother. Collectively, Arie, Asher, and

Esther are believed to hold the rest of the Company's membership interests, which they acquired or inherited from Rinaldo Toporovsky (Juana's brother), who passed away in early 2025.

3. The Company's only assets are apartment buildings located off the Mosholu Parkway (the "Property"). The Company's operating agreement (the "Operating Agreement") contains express provisions regarding the procedures that must be followed if a majority of membership interests wish to sell the Property, including notice, a joint valuation process, and the opportunity for members to purchase based on that valuation process, all of which must be followed before the Company will even entertain negotiations with a third party. The Operating Agreement also sets a minimum price at which the Property must be sold.

4. Sadly, the Majority Members went behind their 90-year-old relative's back and marketed the Property to third parties for months before entering into a contract to sell the Property in a transaction which will have devastating financial and tax consequences for the Company and Juana. Then, after executing the contract to sell with Defendant Gojcaj, Arie informed Juana that a sale was fait accompli.

5. Accordingly, Juana brings this action seeking a declaration that the purchase and sale agreement that Arie purported to sign on behalf of the Company is void and without legal effect, and a permanent injunction compelling the Majority Members to follow the provisions of the Operating Agreement prior to any sale of the Property.

THE PARTIES

6. Plaintiff Juana Toporovsky is a resident of Westchester County. Juana has at least a 30% membership interest in the Company.

7. Upon information and belief, Defendant Arie Toporovsky is a resident of New York, New York.

8. Upon information and belief, Defendant Asher Toporovsky is a resident of Teaneck, New Jersey.

9. Upon information and belief, either Arie or Asher is acting as the Manager for the Company.

10. Upon information and belief, Defendant Esther Toporovsky is a resident of Teaneck, New Jersey.

11. Upon information and belief, Asher, Arie, and Esther collectively hold approximately 70% of the Company's membership interests.

12. Defendant Arthur Court Realty Mgt. Corp. is a domestic corporation, which, at one time, held 7.5% of the membership interests of the Company. Upon information and belief, Arie and Asher control Arthur Court.

13. Recent tax returns for the Company do not show Arthur Court as owning any interest in the Company. However, Juana has never received any notice or documentation regarding Arthur Court's ownership interests being transferred to another member, accordingly, she names Arthur Court in case it still maintains some interest in the Company.

14. Prior to his passing, Rinaldo Toporovsky claimed to be the majority owner of the Company and purportedly held between 62.5% and 69% of the Company's membership interests.

15. The Estate of Rinaldo Toporovsky is named as a party to the extent it still maintains ownership interests in the Company which have not yet been distributed.

16. Van Courtlandt Assets LLC (i.e., the Company) is a limited liability company formed under the laws of New York.

17. The Company's only assets are real property located at 155-165 East Moshulu Parkway North and 171 East Moshulu Parkway North, Bronx, New York (i.e, the Property).

18. Defendant John Gojcaj is named as an interested party whose rights will be impacted by this case.

19. On or about July 23, 2025, Gojcaj, as purchaser, signed a purchase and sale agreement to purchase the Property from the Company for \$8.5 million.

JURISDICTION AND VENUE

20. This Court has jurisdiction over this action under CPLR §§ 301, 302(a)(1), and (4).

21. Venue lies in this Court pursuant to CPLR §§ 503(a) and 507, as the subject Property is located in this County, and a substantial part of the events or omissions giving rise to the claims asserted herein occurred in this County.

STATEMENT OF RELEVANT FACTS

The Company

22. The Company was formed in or about 1999 for the purpose of acquiring, owning, managing, and disposing of the Property.

23. The original members of the Company were O.T. Company L.P., of which Arthur Court was the general partner, and 2683 Morris Avenue LLC.

24. Juana and her brother, Rinaldo, were the ultimate beneficial owners of the original members.

25. Juana provided the hard funding for the initial purchase of the assets of both O.T. Company L.P. and 2683 Morris Avenue LLC (by its predecessor in interests, 2683 Morris Avenue Corp.) with funds that she had earned and saved working as a pediatrician in an underserved area of the Bronx.

26. In 2007, Juana, Rinaldo, and Arthur Court directly acquired the membership interests of the original members.

27. Specifically, Juana acquired a 30% membership interest in the Company, which she still holds, Rinaldo acquired a 62.5% interest in the Company, and Arthur Court acquired a 7.5% membership interest in the Company. These changes are documented in a 2007 amendment to the Operating Agreement.

28. Juana has never been provided notice or information of any further change in ownership, but tax returns starting as early as 2022 reflect Rinaldo as holding a 69% membership interest and Esther having a 1% membership interest.

29. Rinaldo passed away in January 2025. Years before Rinaldo passed, Asher began taking on a more active role in the Company and since Rinaldo's passing, Arie has signed various documents on behalf of the Company.

30. Upon information and belief, Rinaldo's interests in the Company have passed, or will pass, to Arie, Asher, and Esther.

31. As a practical matter, Asher and Arie have been running the Company for some time and holding themselves out as representatives and agents of the Company with the authority to bind the Company.

The Operating Agreement

32. The Operating Agreement specifies that the purpose of the Company is to acquire, own, manage, and dispose of the Property. The Operating Agreement further states that the Company will not own or operate any other real property nor own, operate, or conduct any other business.

33. The Operating Agreement creates a structure and process where any proposed sale of the Property must not only be on notice to all members but requires their involvement. The

Operating Agreement also gives minority members the option to purchase the Property following a valuation process and before the Company markets the Property to third parties.

34. Specifically, Section 6 of the Operating Agreement provides the following mandatory procedures for selling the Property:

- a. A member, or members, holding at least 51% of membership interests in the Company sends a written request to the other members via registered or certified mail providing notice of their intention to sell the Property;
- b. If within one month of that notice, the members cannot agree on a price, an appraiser is selected to determine the price at which the Property should be sold;
- c. If the members are unable to agree on an appraiser, the member(s) desiring a sale and the other member(s) each name an appraiser;
- d. If the two selected appraisers cannot agree on a price within one month of being appointed, they name a third appraiser (if they cannot do so, an application will be made to the Supreme Court), and whatever value is determined by two of the three appraisers shall be binding on all members;
- e. After a price is fixed through the appraisal process, any members other than the members desiring to sell shall, before the Company negotiates with any third party, be given the opportunity to purchase the Property at the appraised price;
- f. If no member exercises their purchase option, the members will use best efforts to sell the Property at a sale price that is at least the minimum price fixed by the appraisal process.

35. Considering that the sole purpose of the Company was tied to the Property, it was logical that the Operating Agreement, as the Company's governing document, would create a

detailed and systematic procedure for disposing of the Property, which was designed to inform, involve, and protect the rights of each member.

The Majority Members exclude Juana from the sales process

36. In early 2024, the Majority Members, led by Asher and Arie, began taking steps to sell the Property.

37. Upon information and belief, they contacted multiple brokers and appraisers seeking valuations of the Property.

38. All appraisals valued the Property at over \$10 million with some setting the value at approximately \$14 million.

39. No one issued a notice to Juana pursuant to Section 6 of the Operating Agreement or even informed her that they were evaluating a sale.

40. No one shared the appraisals or any communications from the brokers or appraisers with Juana or even informed her that Arie and Asher were having these communications purportedly on the Company's behalf.

41. Instead, for more than a year, the Majority Members developed and implemented a plan to market and eventually sell the Property without informing Juana.

42. These efforts culminated in a purchase and sale agreement, dated July 23, 2025, which Arie purported to execute on behalf of the Company, in which the Company would sell the Property to Gojcaj for \$8.5 million—a price that is millions lower than any appraisal and less than the outstanding liability on the Property.

43. The letter of intent that Gojcaj and Arie executed anticipated a closing date approximately 90-days from contract signing, which, in this case, would be late October.

44. Upon information and belief, no closing date has been set.

45. Only after Arie executed the contract in which he identified himself as an authorized signatory for the Company did he and Asher inform their elderly aunt that they were selling the Property.

46. Despite innumerable opportunities to communicate to Juana, including multiple family gatherings, that they were trying to sell the Property that she owned 30% of (and that the Operating Agreement guaranteed her the opportunity to be involved in the sale process for), Arie and Asher provided no information—not a notice, a phone call, an email, a text message, a conversation at a family birthday or bat mitzvah—about the proposed sale, which would dramatically impact Juana.

47. Instead, after signing the purchase and sale agreement, Arie made a perfunctory phone call to Juana to tell her the Company had signed a contract to sell the Property.

48. Arie, however, lacked authority to execute the purchase and sale agreement on behalf of the Company.

49. The Majority Members did not comply with the procedures in Section 6 of the Operating Agreement, which must be followed for the Company to sell the Property.

50. Accordingly, Juana seeks an order of this Court (1) declaring that the purchase and sale agreement with Gojcaj is null and void; and (2) compelling the Majority Members to comply with Section 6 of the Operating Agreement with respect to any prospective sale of the Property.

FIRST CAUSE OF ACTION
Declaratory Judgment

51. Plaintiff repeats and realleges each and every allegation and incorporates the same herein as if they were set forth verbatim.

52. The Operating Agreement is a valid contract among the members of the Company and a governing document for the Company.

53. The Operating Agreement sets forth the substantive and procedural requirements the Company and its members must follow to sell the Property to a third party.

54. Among other things, those requirements include notice by registered or certified mail to other members, an iterative process among the members to set the price, which may include multiple appraisals, an opportunity for members to purchase the Property based on the appraisal process, and a requirement that the Property be sold at a price that is no lower than the minimum appraised price.

55. The Majority Members completely disregarded the Operating Agreement's requirements, which they had to follow for the Company to sell the Property.

56. The Majority Members worked surreptitiously to obtain appraisals, market the Property and then entered into a contract to sell the Property without ever even telling Juana as a 30% member of the Company until after Arie signed the purchase and sale agreement.

57. Moreover, the Majority Members agreed to sell the Property at a price that is substantially lower than the lowest appraised value in further violation of Section 6 of the Operating Agreement.

58. If the proposed sale goes forward, Juana will be irreparably harmed via her losing her ability to participate in the process to value, potentially purchase, or sell the Property, which rights are guaranteed to her in the Operating Agreement.

59. The proposed sale of the Property will also result in punitive tax and financial consequences for Juana, which would be avoided in a scenario where the Property was sold

pursuant to the requirements of the Operating Agreement, on notice to Juana and with her involvement in the process.

60. Juana seeks an order declaring that the Majority Members have violated Section 6 of the Operating Agreement, that Arie lacked authority to execute a contract to sell the Property having not followed the Operating Agreement's requirements for a sale, and that the purchase and sale agreement with Gojcaj is void.

SECOND CAUSE OF ACTION
Permanent Injunction

61. Plaintiff repeats and realleges each and every allegation and incorporates the same herein as if they were set forth verbatim.

62. The Operating Agreement, via Section 6, creates a structure intended to protect the interests of minority members, like Juana, by ensuring their awareness and involvement in any potential sale of the Property.

63. The Operating Agreement also creates a procedure for setting a minimum price at which the Property may be sold.

64. The Majority Members have completely disregarded and blatantly violated these Operating Agreement mandates/protections for minority members.

65. The Majority Members conduct in this instance threatens to irreparably harm Juana and any future efforts to sell the Property without adhering to Section 6 of the Operating Agreement will do the same.

66. Juana has no adequate remedy at law to protect her rights and interests.

67. Juana seeks an order permanently enjoining the Majority Members from seeking to sell the Property without complying with the requirements of Section 6 of the Operating Agreement.

WHEREFORE, Plaintiff respectfully demands entry of an order and judgment in its favor and against Defendants:

- A. Declaring the Majority Members have violated the operating Agreement;
- B. Declaring the purchase and sale agreement, dated July 23, 2025, for the sale of the Property is void;
- C. Enjoining the Majority Members from acting to sell the Property without adhering to the requirements of Section 6 of the Operating Agreement;
- D. Awarding Plaintiff her reasonable attorneys' fees for the Majority Members' bad faith conduct in violation of their fiduciary duties to Plaintiff as a minority member; and
- E. Granting Plaintiff such other and further relief as the Court deems just and proper.

Dated: White Plains, New York
August 13, 2025

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