

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

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JUANA TOPOROVSKY

Plaintiff,

Index No: 817070/2025E

-against-

Mot. Sequence No. 2

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

AFFIRMATION OF JUANA TOPOROVSKY IN
OPPOSITION TO ORDER
TO SHOW CAUSE

Defendants.

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JUANA TOPOROVSKY, affirms under penalty of perjury:

1. I am the plaintiff in the above captioned action and have personal knowledge of the facts and circumstances described herein. I respectfully submit this Affirmation in opposition to the Defendants' motion to strike the Notice of Pendency I have caused to be filed against the real property, which my late brother and I purchased decades ago with my funding and is owned by the company we founded.

2. I moved to the United States from Buenos Aires, Argentina in 1959, after completing medical school.

3. I became a licensed physician by completing an internship, residency, and fellowships at the Hospital for Women and Children in Boston, Sinai and the Johns Hopkins Hospital in Baltimore and Harlem, and Metropolitan Hospitals in New York.

4. I practiced pediatric and adolescent medicine in the Bronx, primarily in the South Bronx, Riverdale, and Bainbridge neighborhoods, for more than 50 years. I was the first woman

president of the Bronx County Medical Society and have been honored by the New York State Medical Society for my work on the prevention of child abuse and childhood lead poisoning.

5. I am 90 years of age and fighting to maintain the balance of my remaining life savings. If the Bronx properties are to be sold, such a sale must be in strict compliance with the very specific terms outlined in the Operating Agreement, which my brother and I agreed to.

6. I believe that my brother understood and had appreciation for the sacrifices I made to bring him over to the United States and to help set up his career as a real estate manager and owner, made possible by my pediatric practice generated earnings.

7. After bringing my brother and our parents to the United States, I purchased a home for them to live in. Later, I provided my brother and his wife with money towards the down payment on their first home. I also entrusted him with substantial sums of money to use for our joint investment in real property in the Bronx. I trusted my brother without any reservation or hesitation and our relationship was based upon a bond of blood and what I had done for him.

8. As my brother and I both became more established in the United States, we decided to become investment partners in real estate through our purchases of the Bronx properties. We subsequently entered into an Operating Agreement governing our investment, with the mutual understanding that the sole purpose of the contractual relationship we created was acquiring, managing, owning and disposing of our Bronx properties.

9. Before my brother's death, his sons became more involved in the business. During that time, I asked questions about the status of the business and the Bronx properties but was always denied information.

10. Recently I have become aware of the extent to which my nephews, Arie and Asher, were controlling the business and the properties without proper legal authority and without complying with the company's Operating Agreement.

11. In complete disregard of the Operating Agreement requirements and my rights as a long-time member of the business, and without any notice, Arie executed a contract to sell these Bronx properties on behalf of the company. He had no authority to do this and through this action I am asking that real estate purchase agreement be declared void, and the Court hold that title to the Bronx properties may not be transferred via this invalid contract.

12. Accordingly, the main relief I seek in this action is about title to real property and the potential transfer of said title.

13. I am not seeking relief regarding ownership of membership interests in a company. I am asking that a contract to sell real property be declared invalid. As such, a notice of pendency is completely necessary.

14. As to the merits of this case, there can be no factual dispute, the Defendants in purporting to act on behalf of the company did not comply with the company's Operating Agreement.

15. In paragraph 6 of the Operating Agreement, my brother and I agreed as follows:

“6. Upon written request sent by Registered or Certified Mail by any one or more of the Members holding a cumulative interest of at least 51 percent to the other, the property shall be sold. If within one (1) month after the mailing of such notice the Members cannot agree in writing concerning the price upon which the property shall be sold, the prices shall be determined by an appraisal to be made by a qualified appraiser in the County in which the property is located. Should the Member desiring such sale and the others be unable to agree on an appraiser, each shall name one appraiser, and two so named shall make such appraisal. Should both appraisers be unable to agree on a price within one (1) month after their appointment, they shall name a third appraiser, whereupon the three appraisers shall make an appraisal and the determination of two out of the three shall be binding upon the Members. Should the two appraisers be unable to agree upon a third

appraiser, application for appointment of such third appraiser shall be made to the Supreme Court in the County in which the property is located. Upon the establishment of the price by agreement of the Members or by appraisal, the Members shall use their best efforts to sell the property with due dispatch. The Members agree to sign any document or instrument necessary to consummate a sale at the minimum price fixed by the appraiser or such greater price as may have been obtained, if any, and on other commercially reasonable terms. The Member or Members other than the one desiring to sell shall have the opportunity to purchase provided they sign a contract to do so at a price at least equal to such minimum price prior to any third party entering into negotiations for such a contract.”

16. Defendants did not comply with any aspect of the required procedures to sell the properties.

17. Until the court determines this action on the merits, the purported contract vendee (and any other potential purchaser) must remain on record notice of this action whereby I claim that the provisions of paragraph 6 must be followed for the company to sell the Bronx properties.

18. The Defendants must sort out the proper managing member of Van Courtlandt Associates and begin to operate legally.¹ To the extent that they do so and then reach a valid lawful determination that a sale of the properties is desired, they must then strictly comply with paragraph 6 of the Operating Agreement.

19. In light of the foregoing and for all additional reasons set forth in the accompanying Affidavit of Stephen Spedaliere, Esq. and Plaintiff's memorandum of law in opposition to Defendants Order To Show Cause, I respectfully ask that Defendants' Motion to strike plaintiff's Notice of Pendency be denied and that such other further and different relief as to the court may seem just and proper in the premises be awarded to Plaintiff.

¹ The Defendants must also sort out and document the ownership of the other interests in the company. In Asher's affirmation he states that Rinaldo had a 70% interest in the company, but I have not seen documentation of this. As explained in the complaint, in tax returns Esther was identified as having an ownership interest and I have never seen any documentation regarding a transfer of Arthur Court Realty Management's 7.5% ownership interest.

I affirm this 2nd day of October 2025, under the penalties of perjury under the laws of New York, which may include fine or imprisonment, that the foregoing is true, and I understand this document may be filed in an action or proceeding in a court of law.



JUANA TOPOROVSKY

CERTIFICATION OF COUNSEL

Brendan Goodhouse, an attorney duly admitted to the practice of law in the Courts of the State of New York, does hereby affirm, pursuant to Rule 17 of the Uniform Rules for the Supreme Court and County Court, 22 NYCRR 202.8-b, that the word count of the processing system used to prepare the aforesaid document indicates that the document contains no more than 1,330 words, exclusive of the caption and signature block.

Dated: White Plains, New York
October 2, 2025

/s/ Brendan Goodhouse

Brendan Goodhouse