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

In the Matter of the Application of RUMI DURMAZ,

Petitioner,

For the Dissolution and Judicial Winding Up of CENTRAL PARK ADVANCED IMAGING,

- against -

Anna L. Santos and David A. Nigrelli, Esq. in their representative capacities as Co-Administrators of the ESTATE OF ALEXIS L. SANTOS, deceased,

Respondents.

Index No.: ______________

VERIFIED PETITION

Petitioner Rumi Durmaz ("Petitioner"), by and through his attorneys, O'Toole Scrivo, LLC, as for his Verified Petition, respectfully alleges and shows to this Court as follows:

SUMMARY OF THE ACTION

1. This is a proceeding for judicial dissolution and winding up of Central Park Advanced Imaging Center, ("CPAI" or "Partnership"), and other relief, including specifically an equitable buyout, pursuant to Partnership Law §§ 62(4), 62(1)(b), and 68, and alternatively, New York Limited Liability Company Law and common law, on the grounds that CPAI dissolved upon the death of Alexis L. Santos ("Mr. Santos").

2. The claims asserted herein arise out of the unexpected and sudden death of Mr. Santos on March 12, 2025, shortly after he agreed to form a joint venture with Petitioner to own and operate a medical imaging services center—CPAI—located in the Upper East Side.

3. Before filing this application, Petitioner in his capacity as the surviving partner engaged in reasonable and diligent efforts to come to agreement on the process of winding up Mr. Santos's interests with the Estate of Alexis L. Santos ("Estate") and its Co-Administrators, Anna L. Santos ("Anna")[1] and David A. Nigrelli, Esq. ("Mr. Nigrelli") in their representative capacities (together, "Respondents"), including specifically, a buyout and remittance of Mr. Santos's interests in the business.

4. Respondents have made no contributions to CPAI following Mr. Santos's death. It is likewise undisputed that Respondents have not participated in the business in any manner since that date.

5. In fact, since Mr. Santos's passing, Respondents left Petitioner to assume sole responsibility for funding, managing, and operating CPAI, which he has done through a newly formed New York limited liability company, Central Park Advanced Imaging Center LLC ("LLC"), of which he is the sole member.

6. And since Mr. Santos's passing, Petitioner has personally guaranteed millions in obligations associated with CPAI's MRI equipment and office lease commitments—without any contribution, indemnity, or participation by Respondents. He has also managed the day-to-day operations of the business and expended significant sums to keep the business running.

7. In short, but for Petitioner's efforts, the business simply would not exist today.

8. Petitioner does not wish to carry on the business with the Estate, Respondents, or with Mr. Santos's survivors, and he does not consent to either: (1) continuing the business with them; (2) creating a new partnership with them; or (3) admitting them as members of the LLC.

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[1] Petitioner refers to Respondent Anna Santos as "Anna" to avoid any ambiguity and intends no disrespect.

9. Nor does he have to, because the law is quite clear: upon the death of one partner, the surviving partner has the right to wind up the affairs of the partnership, as Petitioner seeks to do here. *See* Partnership Law § 62(4). And absent specific agreement, which does not exist here, a partnership or a joint venture automatically dissolves upon the death of a partner. *Peirez v. Queens P.E.P. Assoc., Corp*., 148 A.D.2d 596, 597 (2d Dep't 1989).

10. Given the chronology and indisputable fact that Mr. Santos was never admitted as a member of the LLC during his lifetime, this proceeding should be governed by New York Partnership Law. *Id*.

11. Specifically, although Petitioner filed Articles of Organization for Central Park Advanced Imaging Center—the LLC—on February 12, 2025, that entity was never governed by an operating agreement or utilized as the operative vehicle for the parties' business prior to Mr. Santos's death. Because Mr. Santos was never admitted as a member of the LLC and the parties continued to act as co-owners for profit without a formal written agreement, their relationship remained a general partnership and joint venture by operation of law. Consequently, the rights and obligations of the parties—and the dissolution triggered by Mr. Santos's passing—are governed primarily by New York Partnership Law.

12. But even under New York Limited Liability Company Law, Respondents' rights are narrowly confined to administering and settling Mr. Santos's Estate. *See* Limited Liability Company Law § 608.

13. As such, Respondents neither have nor inherited any managerial authority, voting rights, or any power to act as members or partners within CPAI, and thus cannot assert or exercise any governance rights beyond the settlement and distribution of Mr. Santos's transferable interest. *See id*.

14. Against this backdrop, to avoid the need for costly court intervention, Petitioner has made good-faith attempts over many months to settle the Estate's account and conduct a buyout of Mr. Santos's share in the business through Respondents and their counsel.

15. Indeed, when Petitioner previously informed Respondents that a dissolution proceeding would be commenced in August 2025, the parties agreed to avoid such a filing based on their mutual agreement and understanding that they would work toward an amicable separation and that they would conduct a valuation of Mr. Santos's interests as of his date of death on March 12, 2025.

16. To that end, Petitioner has provided Respondents and their professionals with access to CPAI's accountant for information, accounting records, supporting documentation, and QuickBooks files. Petitioner has also retained a valuation expert and delivered a valuation report assessing CPAI and Mr. Santos's interests.

17. Traditionally, business valuation considers three primary approaches: the asset-based approach, the market approach, and the income approach. However, because CPAI had not generated income and its future ability to do so is uncertain, applying an income approach would have resulted in no value to the Estate. Petitioner therefore performed an objectively fair and sound valuation using the asset-based and market approaches.

18. Despite Petitioner's exhaustive efforts, and the parties' agreement to work towards a separation, Respondents have failed to undertake reasonable steps to conduct and complete their own independent valuation.

19. To the contrary, Respondents are engaged in a transparent and ill-conceived effort to inflate the value of the Estate's interest by "running out the clock" and "playing the market" at the sole expense of Petitioner's post-death efforts and risk.

20. Specifically, notwithstanding the parties' prior understanding that the interest would be valued as of the date of death, Respondents now advance a position that the valuation should include profits earned long *after* Mr. Santos's passing.

21. This position is a nonstarter for at least four reasons. First, the business has generated no net income and has issued no distributions.

22. Second, Petitioner alone has made the necessary capital contributions and undertaken extraordinary personal guarantees to salvage the business, and Respondents have neither contributed to nor participated in the business in any capacity since Mr. Santos's death.

23. Third, Respondents' position has no legal basis. Under Partnership Law § 73, the Estate may receive the value of its interest as of the date of dissolution (*i.e.*, the date of Mr. Santos's death) or instead choose to receive the profits attributable to the use of Mr. Santos's share of the partnership property—but not both.

24. Indeed, such an election for profits is available *only* in the event there has been no settlement of Estate's account and the business is continued with Respondents as partners, which is not the case here. Moreover, as the business has consistently operated at a loss and has generated no net income or distributions since Mr. Santos's passing, any election for "profits" would be mathematically zero in any event.

25. Fourth, as a matter of equity, the Estate cannot have it both ways. It cannot stand on the sidelines, insulated from the operational risks and personal guarantees borne exclusively by the Petitioner after the date of death, while simultaneously demanding a share of the rewards generated by those very efforts. To allow the Estate to capture value created solely by the Petitioner's post-death management would constitute a classic case of unjust enrichment.

26. More surprisingly still, Respondents have recently threatened that CPAI be offered for sale if the parties cannot agree on a valuation, despite having no legal basis or standing to insist upon such a remedy.

27. Given these circumstances, Petitioner has no alternative but to commence this action for judicial dissolution to seek an equitable buyout of Mr. Santos's interest in CPAI, injunctive relief, and to assert a claim for unjust enrichment. Petitioner's joint venture with the Estate cannot continue and, in any event, has already dissolved by operation of law upon Mr. Santos's death.

28. Accordingly, as the surviving business partner, Petitioner seeks to remit to Respondents the value of Mr. Santos's interests—after applying all discounts including for lack of marketability and lack of control—as of the date of his death with the Honorable Court's oversight. Summary disposition pursuant to CPLR 409(b) should be granted, decreeing Petitioner's entitlement to effectuate the equitable buyout of Mr. Santos's interests, and the Court should determine the fair value of those interests to assess the amount due to the Estate.

THE PARTIES

29. Petitioner Rumi Durmaz resides at 653 Terhune Dr., Wayne, New Jersey 07470. He is, and was at all relevant times, a general partner of CPAI owning a 50% interest in the Partnership.

30. Respondent Anna L. Santos, upon information and belief, is the Co-Administrator of the Estate of Alexis L. Santos, and she resides at 1 Wellington Avenue, New Rochelle, New York 10804.

31. Respondent David A. Nigrelli, Esq., upon information and belief, is the Co-Administrator of the Estate of Alexis L. Santos, and he maintains an office address of 115 E. Stevens Avenue, Suite 102, Valhalla, New York 10595.

32. Respondents, upon information and belief, have been duly qualified and appointed Co-Administrators of the Estate of Alexis L. Santos by way of Letters of Administration issued in the Surrogate's Court of the State of New York, County of Westchester, File No. 2025-838/A, and they continue to act as Co-Administrator of the Estate to the present day.

33. Petitioner brings this proceeding against Respondents solely in their representative capacities as Co-Administrators of the Estate and not in their personal capacities.

34. Alexis L. Santos died on March 12, 2025, and before his death, Mr. Santos was a general partner of CPAI owning an equal 50% interest in the Partnership with Petitioner.

35. CPAI is a New York general partnership that Petitioner and Mr. Santos formed in or around February 2025.

36. Petitioner also formed Central Park Advanced Imaging, LLC and filed an Articles of Organization with the State of New York on or about February 12, 2025. However, no operating agreement was drafted or entered into between the parties, and Mr. Santos was never admitted as a member of the LLC before his death.

37. As it stands, Petitioner remains the sole member of Central Park Advanced Imaging, LLC.

38. CPAI maintains its office and its principal place of business at 110 E. 60th St., Lower Level, New York, NY 10022.

JURISDICTION AND VENUE

39. This Court has jurisdiction over this action on the basis of the residency and citizenship of Respondents, the Estate, and CPAI, and because most, if not all, of the acts and circumstances giving rise to this proceeding occurred in the State of New York.

40. Venue is proper in New York County pursuant to CPLR 503 because a substantial part of the events or omissions giving rise to Petitioner's claims occurred in New York County, and because CPAI's principal place of business is located in New York County.

41. This action is properly before the Commercial Division because, pursuant to Section 202.70 of the Rules of the Commercial Division of the Supreme Court, it seeks: (1) a buyout of the Estate's interests; (2) dissolution; (3) declaratory judgment concerning, and directly affecting, the internal affairs of CPAI; and (4) equitable relief.

FACTUAL BACKGROUND

A. Events Leading to the Formation of CPAI

42. CPAI is in the business of providing radiology and advanced imaging services, from full-body preventative MRI scans to diagnostic imaging, on the Upper East Side.

43. The business was previously owned and operated through AMRIC, LLC ("Amric"), a Delaware limited liability company, in which Petitioner, Mr. Santos, and others were members.

44. By way of majority written consent ("Majority Written Consent") executed on or about October 28, 2024, Petitioner, Mr. Santos, and non-party Dr. Omer Aras (another Amric member), agreed to sell Amric's entire assets. A true and accurate copy of Amric's Majority Written Consent is annexed hereto as **Exhibit 1**.

45. To do so, they hired a third-party auction house, Auction Advisors LLC ("Auction Advisors"), to conduct the market and sale.

46. Amric formally engaged Auction Advisors by way of an Auction & Marketing Services Agreement ("Auction Services Agreement") signed on or about October 31, 2024. A true and accurate copy of the Auction Services Agreement is annexed hereto as **Exhibit 2**.

47. Pursuant to the Auction Services Agreement, Auction Advisors agreed to market, advertise, and sell "all" of Amric's assets, "tangible and intangible," culminating in a sealed bid auction with a bid closing deadline of approximately 75 days following the execution of the Auction Services Agreement. *See* Auction Services Agreement ¶¶ 1–7, Ex. 2.

48. Information concerning the auction was publicly disseminated and available, including on Auction Advisors' website, which advertised that Amric's "turn-key" radiology facility was for sale and "[r]eady for immediate use by new ownership." *See* Auction Advisors Posting, a true and accurate copy of which is annexed hereto as **Exhibit 3**.

49. As confirmed in the same posting, the auction was set for January 31, 2025, with qualifying bids due by January 29, 2025. *Id.*

50. Following the execution of the Auction Services Agreement and leading up to the bid deadline, Petitioner requested that he and Mr. Santos discuss their position and expectations concerning the sale of Amric's assets and the business moving forward.

51. Ultimately, and following discussions, Petitioner and Mr. Santos agreed to become equal, 50/50 partners following the sale of Amric's assets to Petitioner through a credit bid. *See* Jan. 25, 2025 Email from Petitioner to Mr. Santos, a true and accurate copy of which is annexed hereto as **Exhibit 4**.

52. As evidenced by the parties' contemporaneous email communications, Petitioner proposed different options for making a much-needed contribution of cash to their new joint venture, with the understanding that contributions would need to be made jointly: "With the new

company, we will be 50/50 partners, but for this partnership to work, **we need a cash infusion immediately**." *Id.* (emphasis in original).

53. On or about January 29, 2025, Petitioner submitted a formal bid for Amric's assets "on behalf of [himself]. "A true and accurate copy of Petitioner's January 29, 2025 email to Auction Advisors regarding the bid is annexed hereto as **Exhibit 5**.

54. Consistent with the agreement between Petitioner and Mr. Santos, Petitioner represented to Auction Advisors that Petitioner's acquisition of Amric's assets "will be closed under an entity formed" with Mr. Santos, with a closing set to occur "**on or before February 2025**." *Id.* (emphasis in original).

55. In connection with the bid, and as required under Auction Advisor's bidding procedures ("Bidding Procedures"), Petitioner and Mr. Santos prepared an asset purchase agreement ("APA"), whereby Petitioner would purchase the entirety of Amric's assets "owned . . . and used in connection with [Amric's] medical office management business" on an "AS IS" and "WHERE IS" basis in the amount of $4,915,484 ("Purchase Price"). *See* Asset Purchase Agreement ¶¶ 1–2, 6. A true and accurate copy of the Asset Purchase Agreement is annexed hereto as **Exhibit 6**.

56. Under the APA, it was contemplated that, in lieu of Amric's assets being paid in cash, Petitioner would acquire Amric's assets and satisfy the Purchase Price through a credit bid, whereby the parties would forgive Amric's loans and debts owed to them. *Id.* ¶ 6.

57. Further, under the APA, Petitioner would assume all of Amric's rights and obligations under Amric's lease with United Imaging Healthcare Solutions ("United Imaging") for the business's imaging equipment, *id.* ¶ 4, and Amric's lease with its landlord would be assigned to Petitioner. *Id.* ¶ 5.

58. On or about January 31, 2025, the auction for the sale of Amric's assets occurred in accordance with Auction Advisors' Bidding Procedures posted publicly on its website. A true and accurate copy of Auction Advisor's Report of Sale dated February 2, 2025 ("Report of Sale") is annexed here to as **Exhibit 7**.

59. As confirmed by the Report of Sale, Petitioner submitted "a qualifying offer and support package to the [Auction Advisors], together with the executed [APA] for $4,915,484, in the form of a credit bid." *Id.*

60. With no other qualified bids, Petitioner, individually, was deemed the "Winning Bidder." *Id.*

61. Moreover, with its assets liquidated and completely sold, Amric effectively became a shell after the public auction.

B. <u>The Formation of CPAI and the Parties' Capital Contributions—and Mr. Santos's Unexpected Passing</u>

62. Petitioner and Mr. Santos agreed that the sale of Amric's assets would close under a new entity: Central Park Advanced Imaging ("CPAI").

63. By this point, CPAI was a joint venture and partnership by operation of law.

64. Indeed, under New York law, "a joint venture is a special combination of two or more persons where in some specific venture a profit is jointly sought," and "it has long been recognized that the legal consequences of a joint venture are equivalent to those of a partnership." *Gramercy Equities Corp. v. Dumont*, 72 N.Y.2d 560, 565 (1988).

65. While discussions regarding CPAI were ongoing, Petitioner, on his own, formed Central Park Advanced Imaging Center, LLC (or "LLC") and filed an Articles of Organization with the State of New York on or about February 12, 2025. A true and accurate copy of the Articles

of Organization is attached hereto as **Exhibit 8**; *see also* Limited Liability Company Law § 203(c) ("At the time of its formation, a limited liability company must have at least one member.").

66. To that end, Petitioner, in his capacity as "**sole member**" of the LLC, also applied for and received an employer identification number ("EIN") from the IRS with respect to the LLC. A true and accurate copy of the EIN notice from the IRS is attached hereto as **Exhibit 9** (emphasis added).

67. Petitioner through his representatives contemplated drafting an operating agreement for the entity with Petitioner and Mr. Santos as members of the LLC.

68. However, that plan never came to fruition.

69. Tragically, Mr. Santos passed away unexpectedly on March 12, 2025, and CPAI, which was then a New York general partnership by operation of law, had not been transitioned to a limited liability company with Mr. Santos as a member.

70. In fact, the Articles of Organization had been filed by Petitioner, individually. *See* Ex. 8.

71. Moreover, there has never been any operating agreement for the LLC, and there is still no operating agreement today.

72. Nor was Mr. Santos ever admitted as a member of the LLC before his death.

73. Likewise, there was never any "vote" or "written consent" by Petitioner to admit Mr. Santos as a member of the LLC to allow or recognize Mr. Santos's admission pursuant to the default provisions under the Limited Liability Company Law. *See* Limited Liability Company Law § 602(b).

C. Petitioner's Communications with the Co-Administrators of Mr. Santos' Estate.

74. Upon information and belief, Mr. Santos passed away without leaving a will, so his personal assets are being distributed according to the laws of intestacy. *See* Petition for Letters of Administration, Apr. 1, 2025, a true and accurate copy of which is annexed hereto as **Exhibit 10**.

75. Upon information and belief, CPAI was only one of several ventures for Mr. Santos, as he died the sole owner of at least three other businesses. *See* Attorney Affirmation of Urgency ¶ 3 filed with Surrogate Court, a true and accurate copy of which is annexed hereto as **Exhibit 11**.

76. Mr. Santos's other businesses, which provide health care services, rehab management solutions, and staffing for twenty-nine (29) nursing facilities throughout the metropolitan area, employs hundreds of employees and maintains a bi-weekly payroll of $1.6 million. *Id.* ¶¶ 3–4.

77. Upon information and belief, Respondents' petition for letters of administration was granted, and Respondents have been, at all relevant times, and continue to be Co-Administrates for the Estate.

78. During the first few months following Mr. Santos's death, Petitioner pleaded with Respondents regarding CPAI's state of affairs, its history, and the immediate need for key decision-making because the business was losing money fast.

79. Among other things, Petitioner has implored that, to the extent Respondents (in Mr. Santos's stead) wished to carry on CPAI together with Petitioner, immediate cash contributions must be made to sustain the business. *See, e.g.*, Petitioner Emails to Respondents, May 27, 2025 through June 2, 2025, a true and accurate copy of which is annexed hereto as **Exhibit 12**.

80. In particular, Petitioner proposed that he and the Estate make an equal contribution of $415,000 for the following business purposes: (1) execute the contemplated lease transfer from

Amric to CPAI, and pay a required deposit to the office landlord; (2) make the first payment of $525,000 due to United Imaging in accordance with a structured payment plan negotiated with the equipment vendor for the business's MRI services; and (3) cover ongoing operating expenses of at least $120,000. *Id.*

81. Petitioner further advised Respondents that the landlord and United Imaging required significant personal guarantees, which he should not bear on his own, if, in fact, the Estate wished to continue participating in the business as an equal partner.

82. Petitioner has otherwise single-handedly sought to ensure CPAI's survival and success. Visiting the site no less than three (3) times per week, Petitioner has managed contracts and agreements, overseen human resources, maintained and transitioned the IT systems, handled employee onboarding, and supervised all accounting functions.

83. More than that, Petitioner has, to date, covered all business expenses out of pocket—without receiving a single dollar in compensation.

84. In response, Anna, on behalf of the Estate, stated the Estate would need time to decide whether it would provide any capital contributions. In the interim, she directed that Petitioner cover any necessary capital in advance while Respondents "get organized" with Mr. Santos's Estate and affairs. *See id.* at 5.

D. Petitioner's Exhaustive and Good Faith Efforts to Settle the Parties' Affairs and Avoid Litigation

85. Since last summer, Petitioner has provided the Estate with complete transparency as to CPAI's operations and its books and records—and more than requisite time—to allow the Estate to make an informed decision.

86. But despite Petitioner's foregoing efforts, and despite multiple meetings, Respondents remained unresponsive, therefore making it clear that they did not wish to participate in the business.

87. By that point, Petitioner had withdrawn his invitation for Respondents to continue the business with him and had come to the reasonable conclusion that, in light of their nonparticipation and inaction, he would have to shoulder the burden of sustaining the business on his own.

88. Accordingly, Petitioner retained counsel to commence judicial dissolution proceedings and, in the alternative, negotiate an amicable separation between the parties.

89. To avoid litigation, Petitioner's counsel conferred with Respondents' counsel regarding the parties' mutual interest in negotiating a separation through a buyout of Mr. Santos's share or interest in the business.

90. Specifically, on August 26, 2025, in connection with Petitioner's efforts to reach a resolution, Petitioner's counsel wrote to Respondents' counsel requesting confirmation that both sides are aligned on pursuing an "amicable separation," without resorting to a court-ordered dissolution. Petitioner's counsel also reiterated that Petitioner did not wish to continue the business with the Estate or Respondents, and the need to assess Mr. Santos' partnership interest as of the date of his passing on March 12, 2025:

> Based on our discussion, it appears we're on the same page of reaching an amicable separation for our respective clients, without the need for a court-ordered dissolution. I want to reiterate that my client does not wish to carry on the business with the Estate or its representatives, and it's my understanding that sentiment is mutually shared by your clients. Please confirm.
>
> Assuming we're in agreement on the above, we're happy to help facilitate your review and provide any documents reasonably

> necessary to assess the value of Mr. Santos' partnership interest as of the date of his passing on March 12, 2025. . . .
>
> Further, below is the contact info for the partnership's CPA. You have my client's consent to reach out directly for any documentation reasonably required.

See Aug. 26, 2025, Email from Petitioner's Counsel to J. Curto, Esq., a true and accurate copy of which is attached as **Exhibit A** to the Affirmation of Young Yu, Esq. ("Yu Aff.").

91. Respondents' counsel confirmed this understanding, stating, "**<u>I can confirm that we appear on the same page. I will request some financial documents, from the CPA, to review for purposes of getting a fair buyout valuation</u>**." *See* Aug. 27, 2025, Email from J. Curto, Esq. to Petitioner's Counsel (emphasis added), a true and accurate copy of which is attached as **Exhibit B** to the Yu Aff.

92. In reliance on that representation and agreement, including Respondents' commitment to assess the fair value of Mr. Santos's interest as of the date of death as the operative valuation date, Petitioner proceeded to provide all relevant books and records of CPAI so that the parties could reach a determination on value.

93. Despite these efforts, Petitioner was met with delays and Respondents' failure to advance the valuation process in a meaningful way. *See* Emails from October 2025 Between Parties' Counsel, a true and accurate copy of which is attached as **Exhibit C** to the Yu Aff.

94. In addition, on September 2, 2025, a real estate broker and purported consultant to the Estate, Chintan Trivedi, circulated an email to Petitioner and Respondents soliciting detailed operational, financial, and equipment information for the purpose of presenting CPAI to a potential purchaser and requested a nondisclosure agreement to advance a prospective sale or merger, despite the absence of any implied or express authority from Petitioner to market CPAI or its

assets. *See* Sept. 2, 2025, C. Trivedi Email, a true and accurate copy of which is attached hereto as **Exhibit 13**.

95. Surprisingly, Mr. Trivedi's communications reflected Respondents' unilateral marketing activity, contrary to the parties' discussions and agreement to pursue a separation and valuation of Mr. Santos's interests.

96. As such, on September 4, 2025, Petitioner's counsel promptly notified Respondents' counsel that Mr. Trivedi and Respondents were not authorized to market CPAI for any sale or merger and sought confirmation regarding the Estate's awareness of these efforts. *See* Sept. 4, 2025, Email to Counsel, a true and accurate copy of which is attached as **Exhibit H** to the Yu Aff.

97. In other instances, Respondents and their expert issued document requests seeking information concerning CPAI's post-dissolution operations, future performance, and ongoing business activities—none of which is pertinent to valuing Mr. Santos's 50% partnership interest as of the date of his death. That included materials such as pitch decks, investment reports, financial forecasts, and projections extending beyond March 12, 2025, all of which reflect post-death activity undertaken solely by Petitioner. *See* Respondents' Records Request, Oct. 21, 2025, a true and accurate copy of which is attached as **Exhibit D** to the Yu Aff.

98. Respondents' demand for such information is egregious given their full awareness that the business has not generated income and has continued to hemorrhage money every month. And by seeking projections of a turnaround they are not participating in, Respondents are effectively attempting to reap a windfall from speculative future appreciation to which the Estate has contributed no capital, labor, or risk after Mr. Santos's passing.

99. In response, Petitioner advised that any attempt to value CPAI as a going concern, or based on anticipated business performance, would be improper and irrelevant under the current financial circumstances of the business, and that the Estate has no legal or equitable entitlement to post-death any unrealized (and uncertain) profits. *See* Petitioner's Letter Response, Nov. 7, 2025, a true and accurate copy of which is attached as **Exhibit E** to the Yu Aff.

100. The parties agreed to a mutual exchange of valuation reports on February 2, 2026. *See* Counsel Emails on February 2, 2026 and January 16, 2026, true and accurate copies of which are attached as **Exhibit F** to the Yu Aff.

101. That mutual exchange occurred on February 2, 2026. *See* Respondents' Report, a true and accurate copy of which is attached as **Exhibit 14**; *see also* Petitioner's Report, a true and accurate copy of which is attached as **Exhibit 15**.[2]

102. Petitioner's valuation of CPAI relied on the asset-based and market approaches. Because CPAI had not generated income and its future ability to do so remains uncertain, any income-based valuation would have yielded no value to the Estate. Petitioner therefore conducted a fair, accurate, and good-faith valuation using the only appropriate methodologies.

103. Conversely, upon receiving Respondents' exchange on February 2, 2026, Petitioner was surprised to receive only a "draft" handwritten valuation rather than a completed report, notwithstanding the parties' agreement to exchange completed valuations by that date.

104. Revealingly, Respondents' alleged report likewise avoided employing an income approach—undoubtedly because they know that, based on CPAI's finances, it would yield no

[2] Given the commercially sensitive nature of the reports, Petitioner has filed, along with this Petition, an Order to Show Cause for leave to seal these documents.

value—and instead offered an asset-based analysis riddled with errors and unsupported assumptions.

105. As reflected in Petitioner's counsel's February 9, 2026 correspondence (a copy of which is attached hereto as **Exhibit G** to the Yu Aff.), the Estate's alleged report appears to lift figures from CPAI's balance sheet without testing their accuracy, and relies on the wrong financial statements (using a March 31, 2025 statement instead of the February 28, 2025 financials available as of the date of death).

106. More critically, the Estate's report is conceptually flawed. To artificially inflate the Estate's interests, Respondents improperly rely on Mr. Santos's contributions made to Amric—a separate entity, with different members, for which Mr. Santos himself executed a written consent to liquidate and sell at an auction. But by attempting to inject pre-liquidation values in their valuation, Respondents are now seeking to include contributions that were extinguished by the public sale.

107. The foregoing deficiencies, combined with the Estate's own disclaimer that its conclusion depended on further discussions with CPAI's accountant—who had been made available to Respondents *for months*—demonstrate that Respondents has failed to take reasonable or good-faith measures to pursue a valuation process agreed upon by the parties.

108. Worse still, despite acknowledging that it is impracticable for the parties to stay in business together following Mr. Santos's death, Respondents continue to unreasonably demand that the valuation of Mr. Santos's interest should reflect profits earned after Mr. Santos's passing. *See* Feb. 12, 2026, Email from Respondents' Counsel, a true and accurate copy of which is attached as **Exhibit I** to the Yu Aff.

109. Specifically, Respondents' "draft" report suggests that post-death earnings could retroactively inflate a fixed-date valuation, while failing to recognize that any "goodwill" value is non-existent in this context. Goodwill cannot be attributed to an unsuccessful venture with no history of profits—a reality punctuated here by the liquidation of Amric's assets at auction. To hold otherwise would allow the Estate to capture a phantom premium based on a future that never materialized.

110. As discussed above, this position makes no sense legally or as a matter of equity.

111. The business has been operating at a loss of tens of thousands of dollars each month and has generated no net income whatsoever, leaving Petitioner as the sole source of all capital contributions required to prevent the enterprise from collapsing into bankruptcy or another auction sale.

112. Unsurprisingly, there have been no distributions made from CPAI to Petitioner since the entity's inception. In fact, since Mr. Santos's death, Petitioner was forced to personally guarantee obligations with CPAI's new office lease, and Petitioner has personally guaranteed CPAI's business equipment with United Imaging. *See* Petitioner's Personal Guarantees for CPAI's Lease and Equipment, true and accurate copies of which are attached as **Exhibit 16**.

113. Respondents' position is legally untenable. Under Partnership Law § 73, the Estate is entitled either to receive the value of its partnership interest as of the date of dissolution—here, the date of Mr. Santos's passing—or, in the alternative, to elect to receive the profits attributable to the use of Mr. Santos's share of partnership property. The statute permits one election or the

other, not both, and only applies where there has been no settlement of the Estate's accounts and the business is continued.[3]

114. And even if New York Limited Liability Company Law were somehow to apply here to the Estate's interests in CPAI, Respondents' powers are limited to "exercis[ing] all of the [Mr. Santos's] rights for the purpose of settling his or her estate or administering his or her property." LLC Law § 608; *see also* LLC Law § 603(a)(3)–(4) (providing that the "only effect of an assignment of a membership interest is to entitle the assignee to receive, to the extent assigned, the distributions and allocations of profits and losses to which the assignor would be entitled," and that "a member ceases to be a member and to have the power to exercise any rights or powers of a member upon assignment of all of his or her membership interest.").

115. As an assignee, the Estate has no right to participate or profit in the company's post-death growth. Because the Estate provided no labor and assumed no operational risk after March 12, 2025, it is equitably and legally entitled only to the fair market value of that passive interest as it existed on the date of death.

116. Perhaps most disconcerting, however, is Respondents' recent proposal that, if the parties could not agree on a valuation, "the business can be offered for sale and the true market value can be determined," coupled with their assertion that "there is an interested party." *See* Yu Aff., Ex. I.

117. This communication reaffirms Respondents' troubling efforts to market or otherwise dispose of CPAI without Petitioner's consent, despite having no authority to do so.

[3] To the contrary here, Petitioner has moved expeditiously and in good faith to settle the Estate's accounts, including through this action.

118. Petitioner does **not** consent to doing business or creating a new partnership with Respondents, or with the Estate's surviving representatives, and he certainly does **not** consent to any sale of the business to a third party, particularly in light of the substantial efforts, alongside his financial contributions, to keep the business afloat following Mr. Santos's death.

119. With no adequate remedy at law, Petitioner files this action to: (1) seek an order for an equitable buyout and judicial decree authorizing Petitioner to purchase Mr. Santos's interests in CPAI as the more equitable alternative to a forced auction or liquidation; (2) direct that the Estate receive the fair value of Mr. Santos's assignee interest as of the date of his death as set forth in Petitioner's expert report submitted herewith, after accounting for and deducting all applicable discounts, including but not limited to, discount for lack of marketability and discount for lack of control; (3) enjoin Respondents, the Estate, its representatives, and all persons acting in concert with them from marketing, soliciting interest in, or attempting to dispose of CPAI's assets or interests, and from interfering with CPAI's operations, until the Court-supervised buyout and wind-up are finalized; and (4) for the Court to grant such other and further relief as it deems just and proper.

* * * * *

COUNT I
Equitable Buyout / Dissolution

120. Petitioner hereby incorporates by reference the preceding paragraphs above, as though fully set forth herein.

121. Petitioner and Mr. Santos formed the Partnership to operate and manage the radiology and imaging services business located at 110 E. 60th St., Lower Level, New York, NY 10022.

122. Petitioner and Mr. Santos agreed to carry on the business as co-owners for profit.

123. Petitioner and Mr. Santos agreed to be equally responsible for the benefits and burdens of CPAI, with the parties sharing joint control and management, as well as profits and losses.

124. CPAI does not have a partnership agreement governing its affairs and operations.

125. Because there is no existing partnership agreement, the default provisions of the Partnership Law apply.

126. Moreover, before his death, Mr. Santos was never admitted as a member of Central Park Advanced Imaging, LLC.

127. It is well settled that dissolution is caused by the death of any partner pursuant to Partnership Law § 62(4), and the Partnership has been dissolved as of Mr. Santos's death.

128. Further, as surviving partner, Petitioner has the exclusive right to wind up the affairs of the Partnership and Respondents, as representatives of the deceased partner, Mr. Santos, have no legal right to interfere in the winding up of the Partnership's assets.

129. Even under New York Limited Liability Company Law, to the extent it applies here, Respondents' rights are limited to settling Mr. Santos's Estate and interests in the business,

and the Estate's status is that of an assignee only—with no management or voting rights. *See* LLC Law § 608.

130. Under either corporate form, Respondents, as the representatives of a deceased partner, have a duty and obligation to wind up Mr. Santos's affairs in CPAI for purposes of settling the Estate.

131. But as shown above, they have failed to reasonably carry out those duties and obligations, thereby necessitating this Court's intervention.

132. Indeed, Respondents have refused to engage in a timely valuation or settlement of the Estate's account, and they have made clear that the parties cannot reach agreement on a buyout.

133. Respondents' conduct has impeded wind-up efforts and placed the viability of the business at risk, particularly given Petitioner's substantial and ongoing personal financial commitments made solely to preserve CPAI from collapse.

134. At the same time, a forced auction or liquidation would be inequitable and contrary to law under the circumstances.

135. Accordingly, the Court should supervise the orderly winding up of Mr. Santos's interests in the business and authorize an equitable buyout as the only practical and fair method for resolving the Estate's limited economic interest as of the date of Mr. Santos's death.

WHEREFORE, Petitioner respectfully prays for an Order and Judgment of this Court as follows:

(a) an equitable buyout and judicial decree authorizing Petitioner to purchase Mr. Santos's interests in CPAI as the more equitable alternative to a forced auction or liquidation;

(b) declaring that the Partnership was dissolved as of the date of Mr. Santos's death on March 12, 2025;

(c) directing Respondents and the Estate to accept Petitioner's tender of amount representing Mr. Santos's share in CPAI as of the date of his death in accordance with the valuation report prepared by Petitioner, after accounting for and deducting all applicable discounts, including but not limited to discount for lack of marketability and discount for lack of control to be determined by the Court;

(d) declaring that the Estate, its surviving representatives, or Respondents shall have no interest, voting rights, or management rights in CPAI;

(e) declaring that the Estate, its surviving representatives, and Respondents are not entitled to any profits or revenue generated after Mr. Santos's death, and that they have no actual or implied expectation of future profits or financial benefit from CPAI following his passing based on the facts and circumstances of this matter;

(f) enjoining Respondents and the Estate, pending completion of the wind-up, from: (i) holding themselves out as having any ownership or management authority in CPAI, (ii) interfering with Petitioner's wind-up activities or CPAI's operations, and (iii) using CPAI's name, accounts, confidential information, or assets for any purpose other than for settling the Estate's account and wind-up activities;

(g) enjoining Respondents, the Estate, and all persons acting under their direction from marketing, attempting to market, soliciting interest in, or offering for sale CPAI or any of its assets pending completion of the Court-supervised wind-up and buyout; and

(h) judgment in an amount to be determined at trial, plus punitive damages in an amount to be determined at trial, plus statutory interest;

(i) awarding Petitioner attorney's fees, costs, expenses, interest, pre-judgment interest, and post-judgment interest.

(j) granting Petitioner such and other relief as the Court may deem just and proper under the circumstances.

COUNT II
Declaratory Judgment

136. Petitioner hereby incorporates by reference the preceding paragraphs above, as though fully set forth herein.

137. As a result of Mr. Santos's death, the Partnership has been dissolved, and it can no longer continue.

138. Petitioner also does not wish to continue CPAI's business with Respondents and/or the Estate as partners.

139. Respondents, in any event, through their inaction and representations through counsel, have made it clear that they do not want to participate in CPAI's business.

140. Petitioner does not agree or consent to be in any business relationship or partnership with Respondents or the Estate.

141. Respondents have demanded compensation based on alleged profits or revenues generated after the date of Mr. Santos's death despite applicable law and the lack of income generated from the business, and they even threatened to force a sale of CPAI despite lacking any authority to do so.

142. These demands are contrary to law, inconsistent with the reality that Respondents have made no contributions whatsoever, and contrary to their own repeated representations that they do not intend to participate in the business.

143. By unreasonably and unlawfully demanding that the Estate be paid for its alleged share of revenues and profits generated after Mr. Santos's death—on terms unsupported by law or fact—Respondents and the Estate have likewise created a justiciable controversy.

144. In addition, by unreasonably and unlawfully demanding that Petitioner continue the business with Respondents and the Estate as a partner despite their refusal to participate or make any contributions, Respondents and the Estate have created a justiciable controversy.

145. Accordingly, a justiciable controversy exists and Petitioner seeks a declaration to resolve all controversies and affirm his legal rights as the surviving partner.

WHEREFORE, Petitioner respectfully prays for an Order and Judgment of this Court as follows:

(a) an equitable buyout and judicial decree authorizing Petitioner to purchase Mr. Santos's interests in CPAI as the more equitable alternative to a forced auction or liquidation;

(b) declaring that the Partnership was dissolved as of the date of Mr. Santos's death on March 12, 2025;

(c) directing Respondents and the Estate to accept Petitioner's tender of amount representing Mr. Santos's share in CPAI as of the date of his death in accordance with the valuation report prepared by Petitioner, after accounting for and deducting all applicable discounts, including but not limited to discount for lack of marketability and discount for lack of control to be determined by the Court;

(d) declaring that the Estate, its surviving representatives, or Respondents shall have no interest, voting rights, or management rights in CPAI;

(e) declaring that the Estate, its surviving representatives, and Respondents are not entitled to any profits or revenue generated after Mr. Santos's death, and that they have no actual or implied expectation of future profits or financial benefit from CPAI following his passing based on the facts and circumstances of this matter;

(f) enjoining Respondents and the Estate, pending completion of the wind-up, from: (i) holding themselves out as having any ownership or management authority in CPAI, (ii) interfering with Petitioner's wind-up activities or CPAI's operations, and (iii) using CPAI's name, accounts, confidential information, or assets for any purpose other than for settling the Estate's account and wind-up activities;

(g) enjoining Respondents, the Estate, and all persons acting under their direction from marketing, attempting to market, soliciting interest in, or offering for sale CPAI or any of its assets pending completion of the Court-supervised wind-up and buyout; and

(h) judgment in an amount to be determined at trial, plus punitive damages in an amount to be determined at trial, plus statutory interest;

(i) awarding Petitioner attorney's fees, costs, expenses, interest, pre-judgment interest, and post-judgment interest.

(j) granting Petitioner such and other relief as the Court may deem just and proper under the circumstances.

COUNT III
Injunctive Relief

146. Petitioner hereby incorporates by reference the preceding paragraphs above, as though fully set forth herein.

147. As the representatives of a deceased partner, Respondents' duties and obligations are limited to a wind up Mr. Santos's affairs in CPAI for purposes of settling the Estate.

148. But as shown above, they have failed to reasonably carry out those duties and obligations.

149. Further, as surviving partner, Petitioner has the exclusive right to wind up the affairs of the Partnership and Respondents, as representatives of the deceased partner, Mr. Santos, have no legal right to interfere in the winding up of the Partnership's assets.

150. More than that, Respondents have exceeded their authority by claiming they possess the power to conduct a sale of the business or its assets.

151. At the same time, it is apparent that Respondents are running out the clock and have not engaged in the settlement of accounts or the valuation process in good faith. Instead, they have caused repeated delays, ignored agreed-upon procedures, and taken positions inconsistent with both the facts and the governing law—including unlawfully claiming an interest in future profits and insisting that the valuation of the Estate's interest should be increased based on revenues generated after Mr. Santos's death.

152. As a result of the foregoing, Petitioner's rights as the surviving partner of CPAI have been violated, and Respondents' actions are causing irreparable injury, thereby warranting injunctive relief.

WHEREFORE, Petitioner respectfully prays for an Order and Judgment of this Court as follows:

(a) an equitable buyout and judicial decree authorizing Petitioner to purchase Mr. Santos's interests in CPAI as the more equitable alternative to a forced auction or liquidation;

(b) declaring that the Partnership was dissolved as of the date of Mr. Santos's death on March 12, 2025;

(c) directing Respondents and the Estate to accept Petitioner's tender of amount representing Mr. Santos's share in CPAI as of the date of his death in accordance with the valuation report prepared by Petitioner, after accounting for and deducting all applicable discounts, including but not limited to discount for lack of marketability and discount for lack of control to be determined by the Court;

(d) declaring that the Estate, its surviving representatives, or Respondents shall have no interest, voting rights, or management rights in CPAI;

(e) declaring that the Estate, its surviving representatives, and Respondents are not entitled to any profits or revenue generated after Mr. Santos's death, and that they have no actual or implied expectation of future profits or financial benefit from CPAI following his passing based on the facts and circumstances of this matter;

(f) enjoining Respondents and the Estate, pending completion of the wind-up, from: (i) holding themselves out as having any ownership or management authority in CPAI, (ii) interfering with Petitioner's wind-up activities or CPAI's operations, and (iii) using CPAI's name, accounts, confidential information, or assets for any purpose other than for settling the Estate's account and wind-up activities;

(g) enjoining Respondents, the Estate, and all persons acting under their direction from marketing, attempting to market, soliciting interest in, or offering for sale CPAI or any of its assets pending completion of the Court-supervised wind-up and buyout; and

(h) judgment in an amount to be determined at trial, plus punitive damages in an amount to be determined at trial, plus statutory interest;

(i) awarding Petitioner attorney's fees, costs, expenses, interest, pre-judgment interest, and post-judgment interest.

(j) granting Petitioner such and other relief as the Court may deem just and proper under the circumstances.

COUNT IV
Unjust Enrichment

153. Petitioner hereby incorporates by reference the preceding paragraphs above, as though fully set forth herein.

154. Following the death of Mr. Santos on March 12, 2025, Petitioner became the sole manager and financier of CPAI, assuming 100% of the operational risks, personal guarantees, and capital requirements necessary to prevent the entity's immediate insolvency.

155. Despite having no involvement in the management or funding of CPAI after the date of death, Respondents seek to artificially inflate the value of the Estate's interest by capturing the upside of Petitioner's post-death labor and strategic turnaround efforts.

156. Any valuation of the Estate's interest that includes value created by Petitioner after March 12, 2025, would constitute a windfall to the Estate.

157. The Estate has been, and continues to be, enriched at Petitioner's sole expense. Under the circumstances, it is against equity and good conscience to permit the Estate to retain the value of improvements, contracts, and business growth generated exclusively by Petitioner while the Estate remained a passive observer.

158. By reason of the foregoing, Respondents have engaged in unjust and inequitable conduct whereby Respondents and the Estate have been enriched at the detriment of Petitioner.

159. Respondents have been enriched under circumstances which were unjust and inequitable, and it would be unjust and inequitable for Respondents to retain the benefit of such enrichment without making restitution to Petitioner.

160. Petitioner is therefore entitled to an order and judgment declaring that the valuation of the Estate's interest must be capped at the fair market value as of the date of death, or, in the alternative, that Petitioner be credited for the full value of all post-death contributions and labor.

WHEREFORE, Petitioner respectfully prays for an Order and Judgment of this Court as follows:

(a) an equitable buyout and judicial decree authorizing Petitioner to purchase Mr. Santos's interests in CPAI as the more equitable alternative to a forced auction or liquidation;

(b) declaring that the Partnership was dissolved as of the date of Mr. Santos's death on March 12, 2025;

(c) directing Respondents and the Estate to accept Petitioner's tender of amount representing Mr. Santos's share in CPAI as of the date of his death in accordance with the valuation report prepared by Petitioner, after accounting for and deducting all applicable discounts, including but not limited to discount for lack of marketability and discount for lack of control to be determined by the Court;

(d) declaring that the Estate, its surviving representatives, or Respondents shall have no interest, voting rights, or management rights in CPAI;

(e) declaring that the Estate, its surviving representatives, and Respondents are not entitled to any profits or revenue generated after Mr. Santos's death, and that they have no actual or implied expectation of future profits or financial benefit from CPAI following his passing based on the facts and circumstances of this matter;

(f) enjoining Respondents and the Estate, pending completion of the wind-up, from: (i) holding themselves out as having any ownership or management authority in CPAI, (ii) interfering with Petitioner's wind-up activities or CPAI's operations, and (iii) using CPAI's name, accounts, confidential information, or assets for any purpose other than for settling the Estate's account and wind-up activities;

(g) enjoining Respondents, the Estate, and all persons acting under their direction from marketing, attempting to market, soliciting interest in, or offering for sale CPAI or any of its assets pending completion of the Court-supervised wind-up and buyout; and

(h) judgment in an amount to be determined at trial, plus punitive damages in an amount to be determined at trial, plus statutory interest;

(i) awarding Petitioner attorney's fees, costs, expenses, interest, pre-judgment interest, and post-judgment interest.

(j) granting Petitioner such and other relief as the Court may deem just and proper under the circumstances.

Dated: Cedar Grove, New Jersey
March 3, 2026

O'TOOLE SCRIVO, LLC

Respectfully submitted,

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Attorneys for Petitioner, Rumi Durmaz

VERIFICATION

STATE OF NEW JERSEY)
) SS.:
COUNTY OF BERGEN)

RUMI DURMAZ, of full age, hereby certify as follows:

1. I am the Petitioner herein.

2. I have reviewed the allegations contained in the Verified Petition and state that they are true to the best of my personal knowledge, except for those matters alleged upon information and belief, and as to those matters, I believe them to be true.

3. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: March 2, 2026

MAHWAH, New Jersey

Rumi S Durmaz
Rumi Durmaz

Sworn to me before this 2
Day of March 2026

Lale R. Akkoca
Notary Public

LALE R AKKOCA
Notary Public, State of New Jersey
Comm. # 50191359
My Commission Expires 4/7/2027

CERTIFICATE OF CONFORMITY

STATE OF NEW JERSEY)
ss:
COUNTY OF BERGEN)

I, LALE R. AKKOCA, a notary public licensed in the State of New Jersey, do hereby certify that the acknowledgment or proof of the foregoing Verified Petition notarized in the State of New Jersey, was taken in the manner prescribed by the laws of the State of New Jersey and duly conforms to the laws thereof for the taking of oaths and acknowledgments.

Dated: March 2, 2026

MAHWAH, New Jersey

Lale R. Akk.
Notary Public

LALE R AKKOCA
Notary Public, State of New Jersey
Comm. # 50191359
My Commission Expires 4/7/2027