

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

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ISAAC AZARIA, Individually and Derivatively on behalf of :	Index No.
695 MONROE LLC :	504057/2020
Plaintiff, :	
-against- :	<u>AFFIDAVIT</u>
:	<u>IN SUPPORT</u>
MICHAEL UHR, JONATHON RUBIN a/k/a :	
JONATHAN RUBIN, and 695 MONROE LLC :	
:	
Defendants. :	
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Isaac Azaria, being duly sworn, deposes and says:

1. I am the Plaintiff herein. As such, I am fully familiar with the facts and circumstances of this action as set forth below.
2. This affidavit is submitted in support of my application for a default judgment based upon the Defendants' failure to appear, answer and, or, move with respect to this action.
3. Upon issuing a default judgment, the Court should (i) direct the Defendants to provide me with an accounting of the books and records of Defendant, 695 Monroe LLC (hereinafter "695 Monroe") and (ii) issue a judgment dissolving 695 Monroe and appointing a receiver to "wind up" 695 Monroe.
4. Finally, this matter should be set down for a legal fees' hearing.

PURPOSE OF 695 MONROE LLC

5. 695 Monroe is the fee owner of the building located at 695 Monroe Street, Brooklyn, New York 11221 (hereinafter the "Property"). Annexed hereto as **Exhibit "J"** is a copy of the Deed for the Property.
6. On or about July 23, 2018, 695 Monroe, as Sponsor, submitted an Offering Plan to the New York State Attorney General seeking to convert the Property into a four (4) unit residential condominium.

7. At the time that the Offering Plan was submitted, the Defendant, Michael Uhr (hereinafter “Uhr”) was listed as the only principal of the Sponsor.
8. Approximately one year later, Uhr offered me a membership position in 695 Monroe.
9. After I accepted, Uhr and I entered into an Operating Agreement for 695 Monroe on or about July 30, 2019 (hereinafter the “Operating Agreement”). Annexed hereto as **Exhibit “K”** is a copy of the Operating Agreement.
10. The Operating Agreement memorialized the purpose of 695 Monroe, which was to convert the Property into a residential condominium building. *See, Exhibit “K”, Article 8.*
11. Pursuant to the Operating Agreement, I hold a 58% membership interest, and Uhr holds the remaining 42% interest. *See, Exhibit “K”, Article 5, Section 1.*
12. Defendant, Jonathan Rubin (hereinafter “Rubin”) was named “Manager” of 695 Monroe. *See, Exhibit “K”, Article 4, Section 1(e).*
13. Although I am the majority member of 695 Monroe, Uhr has failed to amend the pending Offering Plan to list me as one of the principals of Sponsor, 695 Monroe. Annexed hereto as **Exhibit “L”** is a copy of the “Principals of Sponsor” summary provided by the Real Estate Finance Bureau website.
14. Moreover, Uhr and Rubin have operated 695 Monroe without my knowledge or approval. Indeed, I have been prohibited from inspecting 695 Monroe’s books and records.
15. In other words, I have been completely “frozen” out of the operations of 695 Monroe.

REQUEST FOR ACCOUNTING

16. The Operating Agreement entitles me to “inspect and copy those Company documents at the requesting Member’s expense”. *See, Exhibit “K”, Article 5, Section 6.*
17. After my several attempts to review 695 Monroe’s finances were ignored, or outright denied by Uhr and Rubin, I had my attorney send Uhr and Rubin a formal request for an accounting

in December, 2020. Annexed hereto as **Exhibit “M”** is a copy of the Request for Accounting dated December 13, 2020.

18. This request was, again, completely ignored, leaving me with no choice but to commence this lawsuit in February, 2020. *See, Exhibit “A”*.
19. To date, none of the Defendants have appeared, answered or otherwise moved in this action, nor have they made a request for an extension of time to do so.

PLAINTIFF IS ENTITLED TO AN ACCOUNTING

20. Pursuant to Article 5, Section 6 of the Operating Agreement, entitled “Company Books”:

The Manager shall maintain and preserve, during the term of the Company, and for five (5) years thereafter, all accounts, books, and other relevant Company documents. Upon reasonable request, each Member shall have the right, during ordinary business hours, to inspect and copy those Company documents at the requesting Member’s expense. (emphasis added). *See, Exhibit “K”*.

21. By letter dated December 13, 2019, I sought:

access to the books, records and financial accounting of the Company including, but not limited to, the Company’s tax returns, balance sheets, profit and loss statements, general ledgers and all associated financial records for the current calendar year and the last two (2) prior calendar years. *See, Exhibit “M”*.

22. It has now been over a year and a half since this request was made, and neither Uhr nor Rubin have responded in any manner.
23. Unless I receive the requested information, such as K-1 statements, I am unable to properly prepare my tax returns.
24. Accordingly, the Defendants should be directed to make the books, records and finances of 695 Monroe available for me to inspect and copy.

695 MONROE MUST BE DISSOLVED

25. 695 Monroe must be dissolved as a result of Uhr’s conduct, which has frustrated, and will continue to frustrate the purpose of 695 Monroe.

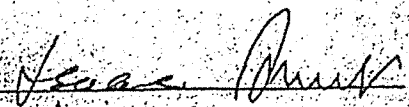
26. As set forth above, the Offering Plan for the Property does not list me as a principal of the Sponsor, 695 Monroe. *See, Exhibit "L"*.
27. Although I was not a member of 695 Monroe at the time the Offering Plan was submitted to the Attorney General, I have been the majority interest holder in 695 Monroe since July, 2019. *See, Exhibit "K"*.
28. Counsel advises that the failure to properly enumerate the principals involved with the condominium conversion is illegal and prohibited.
29. In other words, the Offering Plan cannot be approved by the Attorney General unless and until it accurately reflects the Principals of the Sponsor, 695 Monroe.
30. Without an approval by the Attorney General, 695 Monroe cannot proceed with the condominium conversion or offer the condominium units for sale.
31. Uhr's conduct therefore demonstrates that he is utterly unwilling to properly promote the purpose of 695 Monroe, which is to convert the Property in order to offer four (4) residential condominium units for sale.
32. As a result, 695 Monroe should be dissolved and a receiver should be appointed to facilitate the wind up, including the liquidation of 695 Monroe's assets, and the distribution of same *pro rata*, to me and Uhr.

PLAINTIFF IS ENTITLED TO LEGAL FEES

33. Upon granting my application, a hearing should be scheduled to determine the legal fees to which I am entitled by virtue of Uhr's conduct.
34. Specifically, pursuant to Article 11, Section 3 of the Operating Agreement:

Each member hereby indemnifies and holds harmless the Manager, the other Members, and the Company from and against any losses, costs, damages or liabilities which said other members or the Company, or both, may suffer or incur as a result of the activities of the indemnifying Member, whether or not wrongful, outside the scope of this Agreement [sic]. *See, Exhibit "K"*.

WHEREFORE, the Plaintiff respectfully requests that his application be granted, in its entirety, together with such other and further relief as this Court deems just and proper.


Isaac Azaria

Sworn to before me this
____ day of _____, 2021

SEE ATTACHED JUR.

Notary Public

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document:

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on

this 29 day of JUNE, 20 21, by
Date Month Year

(1) ISAAC AZARIA

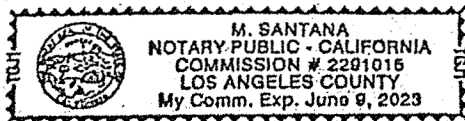
(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above



OPTIONAL

Completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: AFFIDAVIT IN SUPPORTDocument Date: JUNE 29 2021 Number of Pages: 6

Signer(s) Other Than Named Above: _____