

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK

-----X  
MAUREEN FRITCH,

Plaintiffs,

- against -

IGOR BRON, RITA BRON, RICHARD  
SAJIUN, SAJIUN ELECTRIC, INC., JOSEPH  
FUSCO, G & G ELECTRIC SUPPLY CO.  
INC., CRISTINA CIOBANU, HOWARD  
LINDSAY, INTAKE ELECTRICAL  
CONTRACTING CORP., YELENA  
PLYUMYANSKAYA, ARKADIY  
BERDICHEVSKIY, SERGEJS BERLEVS,  
ROMAN BODNARCHUK, IBNY  
MANAGEMENT INC., 2264 65TH  
STREET PROPERTIES, LLC & JOHN  
DOE "1" THROUGH JOHN DOE  
"1000,"

Defendants.  
-----X

**TO THE ABOVE NAMED DEFENDANTS:**

**YOU ARE HEREBY SUMMONED** to answer the verified complaint and to serve a copy of your answer on the undersigned Plaintiff's attorneys within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (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 and the relief demanded in the complaint.

Venue is based on the county in which Plaintiff resides.

Index No. \_\_\_\_\_

**SUMMONS**

The basis of Venue is the  
County in which Plaintiff  
Resides

Dated: White Plains, New York  
March 30<sup>th</sup>, 2021

**WELBY, BRADY & GREENBLATT, LLP**



By: \_\_\_\_\_

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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK

-----X  
MAUREEN FRITCH,

Plaintiffs,

- against -

**VERIFIED  
COMPLAINT**

IGOR BRON, RITA BRON, RICHARD  
SAJIUN, SAJIUN ELECTRIC, INC., JOSEPH  
FUSCO, G & G ELECTRIC SUPPLY CO.  
INC., CRISTINA CIOBANU, HOWARD  
LINDSAY, INTAKE ELECTRICAL  
CONTRACTING CORP., YELENA  
PLYUMYANSKAYA, ARKADIY  
BERDICHEVSKIY, SERGEJS BERLEVS,  
ROMAN BODNARCHUK, IBNY  
MANAGEMENT INC., 2264 65TH  
STREET PROPERTIES, LLC & JOHN  
DOE “1” THROUGH JOHN DOE  
“1000,”

Defendants.

-----X

Plaintiff, MAUREEN FRITCH, by and through her attorneys, Welby, Brady &

Greenblatt, LLP, as and for her Verified Complaint, alleges the following:

**AS TO THE PARTIES**

1. Plaintiff, MAUREEN FRITCH (“**Mrs. Fritch**” or “**Plaintiff**”), is the managing member (51% ownership interest) of *non-party* E ELECTRICAL CONTRACTING, LLC (“**EEC**”), an electrical construction contractor with a principal place of business located at 10 Railroad Avenue East Northport, New York 11731.

2. Defendant, IGOR BRON (“**Mr. Bron**” or “**Defendant**”), is a natural person from Ukraine, a member of EEC (49% ownership interest) and a licensed master electrician, with a residence located at 50 Willow Pond Road, Staten Island, New York 10304.

3. Upon information and belief, Defendant, RITA BRON (“**Mrs. Bron**” or “**Defendant**”), is a natural person, Mr. Bron’s wife or ex-wife and is currently residing with Mr. Bron at 50 Willow Pond Road, Staten Island, New York 10304.

4. Defendant, RICHARD SAJIUN (“**Mr. Sajiun**” or “**Defendant**”), is a natural person and is the president of an electrical construction contracting company, Defendant SAJIUN ELECTRIC, INC. (“**Sajiun Electric**” or “**Defendant**”).

5. Defendant Sajiun Electric was and still is a domestic business corporation, duly organized and existing by virtue of the laws of the State of New York, with a principal place of business located at 109 W 26th Street, Suite 2B, New York, NY 10001.

6. Defendant, Joseph Fusco (“**Mr. Fusco**” or “**Defendant**”), is a natural person and an officer/principal of an electrical supply company, Defendant G & G ELECTRIC SUPPLY CO. INC. (“**G&G**” or “**Defendant**”).

7. Defendant G&G was and still is a domestic business corporation, duly organized and existing by virtue of the laws of the State of New York, with a principal place of business located at 137 W 24<sup>th</sup> Street, New York, NY 10011.

8. Upon information and belief, Defendant, CRISTINA CIOBANU (“**Cristina**” or “**Defendant**”), is a natural person, current employee of Sajiun Electric and member of Defendant INTAKE ELECTRICAL CONTRACTING CORP. (“**Intake Electrical**” or “**Defendant**”), a domestic business corporation duly organized and existing under the laws of the state of New York, with a principal place of business located at 100 Oakmont Avenue, Hempstead, NY 11550, and is currently residing at 2381 Ocean Avenue, Apt. 2B, Brooklyn, NY 11229.

9. Upon information and belief, Defendant, HOWARD LINDSAY (“**Howard**” or “**Defendant**”), is a natural person, former employee of EEC, member of Intake Electrical and is currently residing at 100 Oakmont Avenue, Hempstead, NY 11550.

10. Defendant Intake Electrical is a domestic business corporation duly organized and existing under the laws of the state of New York, with a principal place of business located at 100 Oakmont Avenue, Hempstead, NY 11550

11. Upon information and belief, Defendant, YELENA PLYUMYANSKAYA (“**Yelena**” or “**Defendant**”), is a natural person, current employee of EEC and is currently residing at 1751 67<sup>th</sup> Street, C8, Brooklyn, NY 11204.

12. Upon information and belief, Defendant, ARKADIY BERDICHEVSKIY (“**Arkadiy**” or “**Defendant**”), is a natural person, former employee of EEC and is currently residing at 440 Neptune Avenue, Apt 15B, Brooklyn, NY 11224.

13. Upon information and belief, Defendant, SERGEJS BERLEVS (“**Sergejs**” or “**Defendant**”), is a natural person, current employee of EEC and is currently residing at 143 Hallock Street, Riverhead, NY 11901.

14. Upon information and belief, Defendant, ROMAN BODNARCHUK (“**Roman**” or “**Defendant**”), is a natural person, former employee of EEC and is currently residing at 1527 East 27<sup>th</sup> Street, Brooklyn, NY 11229.

15. Upon information and belief, Defendant, IBNY MANAGEMENT INC. (“**IBNY**,” “**Bron Entity**” or “**Defendant**”), was and still is a domestic business corporation, duly organized and existing by virtue of the laws of the State of New York, with a principal place of business located at 50 Brighton 1<sup>st</sup> Road, STE. 7BB, Brooklyn, NY 11235.

16. Upon information and belief, Defendant, 2264 65TH STREET PROPERTIES, LLC (“2264 65<sup>th</sup> Street,” “**Bron Entity**” or “**Defendant**”), was and still is a domestic limited liability company duly organized and existing by virtue of the laws of the State of New York, with a principal place of business located at 50 Willow Pond Road, Staten Island, New York 10304.

17. Upon information and belief, Defendant’s John Doe #1 through John Doe #1000 are corporate entities known and unknown in which Defendants Mr. Bron, Mrs. Bron, Mr. Sajiun and Sajiun Electric: 1) have an interest in; 2) have diverted EEC assets belonging to Mrs. Fritch to; 3) have used to assist in the diversion of EEC assets belonging to Mrs. Fritch; 4) are being used to transfer EEC assets that belong to Mrs. Fritch or the fruits of diversion from EEC; or 5) are being used to conceal the unlawful business operations of Defendants (“**Bron Entity**”).

**PERTINENT FACTS AS TO ALL CAUSES OF ACTION:  
MR. BRON, MR. SAJIUN & SAJIUN ELECTRIC**

18. After recently becoming suspicious of wrongdoing, Mrs. Fritch hired a private investigator to monitor Mr. Bron and certain Defendants.

19. Mrs. Fritch, in her capacity as managing member of EEC, gathered over five (5) terabytes of electronically stored information, and certain hard copy documents, from EEC’s employees, many of whom are Defendants herein.

20. Mrs. Fritch was able to back up and recover certain deleted electronically stored information from EEC property that was in the possession of Defendants, including cellphones, computers and network drives.

21. Only a fraction of the evidence collected by Mrs. Fritch is attached hereto or referenced herein.

22. Mr. Bron is a licensed master electrician.

23. In 2003, Mr. Bron was an employee of Sajiun Electric.
24. In 2003, Mr. Bron and Mr. Sajiun met Mrs. Fritch after Sajiun Electric was awarded a subcontract for certain electrical work from *non-party* Fritch Construction Co. Inc.
25. Prior to December 9<sup>th</sup>, 2003, Mrs. Fritch and Mr. Bron discussed forming an electrical construction contracting company to be classified as a Women Business Owned Enterprise (“**WBE**”).
26. On or about December 9<sup>th</sup>, 2003, Mrs. Fritch caused EEC to be formed through the New York State Department of State.
27. EEC was and is certified as a WBE under both New York State and New York City requirements.
28. On or about January 27<sup>th</sup>, 2004, Mrs. Fritch and Mr. Bron signed an operating agreement for EEC (“**Operating Agreement**”). A copy of the Operating Agreement is attached hereto as **Exhibit 1**.
29. Mrs. Fritch and Mr. Bron agreed that Mrs. Fritch would be responsible for EEC’s contract administrative and other administrative operations and that Mr. Bron would be responsible for EEC’s field operations; accordingly, EEC was split into two office locations.
30. Mrs. Fritch runs EEC’s administrative operations office located in Suffolk, New York and Mr. Bron was supposed to have run EEC’s field operations office located in Brooklyn, New York (“**Field Office**”).
31. Defendants Mr. Bron, Sergejs, Yelena, Arkadiy and Roman either currently work or did work for EEC in the Field Office under the direct supervision of Mr. Bron.

32. On or about May/June 2011, Mrs. Fritch and Mr. Bron agreed that Mr. Bron would work exclusively together at EEC, and that Mr. Bron could no longer perform electrical contracting work outside of EEC, including for Sajiun Electric.

33. On or about September 27<sup>th</sup>, 2016, Mrs. Fritch and Mr. Bron signed an amended operating agreement for EEC (“**Amended Operating Agreement**”). A copy of the Amended Operating Agreement is attached hereto as **Exhibit 2**.

34. At all times hereinafter alleged, Defendants were aware of the existence of the Operating Agreement, extrinsic promises made by Mr. Bron to Mrs. Fritch regarding certain restrictions placed on Mr. Bron’s ability to perform electrical contracting work outside of EEC in May/June 2011 and the Amended Operating Agreement.

35. Upon information and belief, Mr. Bron and Mr. Sajiun concocted a scheme to divert EEC assets belonging to Mrs. Fritch, including labor and material, for the benefit of Defendants at the expense of Mrs. Fritch thereby causing millions of dollars in damages to Mrs. Fritch from 2003 to date.

**AS AND FOR THE FIRST CAUSE OF ACTION  
FOR FRAUDULENT INDUCEMENT  
(DEFENDANT IGOR BRON)**

36. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs “1” through “35” with same force and effect as though more fully set forth at length herein.

37. Upon information and belief, Mr. Bron has been diverting EEC’s assets belonging, in part, to Mrs. Fritch, including but not limited to labor and materials, to himself and Defendants, *among others*, for many years.



38. Mr. Bron was and still is a licensed master electrician, estimator, project manager and employee of Sajiun Electric.

39. On or about December 9<sup>th</sup>, 2003, Mrs. Fritch caused EEC to be formed through the New York State Department of State.

40. EEC was to be a WBE, Mr. Bron was to be the master electrician, in charge of field operations, and Mrs. Fritch was to be the construction administrator, in charge of contract administration and other administrative tasks.

41. On or about January 27<sup>th</sup>, 2004, Mrs. Fritch and Mr. Bron signed the Operating Agreement (Exhibit 1).

42. The Operating Agreement allowed Mr. Bron to perform certain work for entities other than EEC under the “No Exclusive Duty” provision, so long as Mr. Bron did not “engage in any activity competitive with the Company’s [EEC] business as conducted at any time during the term of the Company [EEC]. . .” (Exhibit 1; pg. 20; 5.7(b)(i)).

43. Mrs. Fritch relied upon Mr. Bron’s promise that he would not “engage in any activity competitive with the Company’s [EEC] business as conducted at any time during the term of the Company [EEC]. . .” (Exhibit 1; pg. 20; 5.7(b)(i)).

44. Upon information and belief, despite the Operating Agreement (Exhibit 1; pg. 20; 5.7(b)(i)), Mr. Bron has and is still diverting and engaging in activity competitive with EEC’s business; accordingly, Mr. Bron never had the intention of abiding by the Operating Agreement.

45. The Operating Agreement allowed Mr. Bron to perform certain work for entities other than EEC under the “No Exclusive Duty” provision, so long as Mr. Bron did not “solicit or attempt to solicit for any business endeavor any employee or prior employee of the Company [EEC]. . .” (Exhibit 1; pg. 20; 5.7(b)(iv)).

46. Mrs. Fritch relied upon Mr. Bron's promise that he would not "solicit or attempt to solicit for any business endeavor any employee or prior employee of the Company [EEC]. . ." (Exhibit 1; pg. 20; 5.7(b)(iv)) for electrical contracting or related business services outside of EEC.

47. Upon information and belief, despite the Operating Agreement (Exhibit 1; pg. 20; 5.7(b)(iv)), Mr. Bron has and is still soliciting business endeavors, current employees, and past employees of EEC for himself, Defendants and third parties; accordingly, Mr. Bron never had the intention of abiding by the Operating Agreement.

48. Upon information and belief, Mr. Bron uses EEC's administrative assistant and office manager, Yelena, extensively for work outside of EEC; more specifically, Mr. Bron uses Yelena to help him divert assets from EEC and Mrs. Fritch by creating and manipulating invoices and managing the Bron Entities to move money and conceal the unlawful business operations of Defendants.

49. On January 25<sup>th</sup>, 2013, at 3:40 p.m., Yelena began creating the spreadsheet attached to this Verified Complaint as **Exhibit 3**.<sup>1</sup>

50. Upon information and belief, *Exhibit 3* was drafted by Yelena at the instance and bequest of Mr. Bron.

51. Upon information and belief, *Exhibit 3* tracks several construction projects related to non-party FIRST CONSTRUCTION ZONE, INC. and reveals that Mr. Bron is picking and choosing which checks to keep for himself and which checks to tender to EEC: "Note: Igor received check on 1/26/12 for 322 W 138th Street. **We** [the Field Office] did not give it to E Electrical [EEC]" (emphasis added) (Exhibit 3).

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<sup>1</sup>The meta data embedded within Exhibit 3 reveals the creator (Yelena), date and time.

52. Upon information and belief, *Exhibit 3* establishes that Mr. Bron has breached his duty of good faith and loyalty to Mrs. Fritch by: 1) withholding monies due EEC and Mrs. Fritch for himself; and 2) soliciting Yelena to perform work both outside of and against the interests of EEC, Yelena's employer at least on paper.

53. Upon information and belief, from 2003 to 2021, Mr. Bron never stopped performing electrical contracting work for Sajiun Electric.

54. For the year of 2007, Mr. Bron received a W-2 from Sajiun Electric in the amount of \$152,456.00.

55. For the year of 2008, Mr. Bron received a W-2 from Sajiun Electric in the amount of \$395,679.00.

56. For the year of 2009, Mr. Bron received a W-2 from Sajiun Electric in the amount of \$956,513.00.

57. For the year of 2010, Mr. Bron received a W-2 from Sajiun Electric in the amount of \$962,841.00.

58. For the year of 2011, Mr. Bron received a W-2 from Sajiun Electric in the amount of \$962,891.00.

59. The Operating Agreement, and Mrs. Fritch, allowed for Mr. Bron to perform electrical contracting work for Sajiun Electric from 2003 to on or about May/June 2011.

60. However, on or about May/June 2011, it was agreed between Mrs. Fritch and Mr. Bron that he would no longer engage in electrical contracting work outside of EEC, including Sajiun Electric, and that Mr. Bron would perform electrical contracting work exclusively for the benefit of EEC and Mrs. Fritch.

61. Mrs. Fritch relied upon Mr. Bron's promise in or around May/June 2011 that he would no longer engage in electrical contracting work outside of EEC, including for Sajiun Electric.

62. Upon information and belief, as of May/June 2011, Mr. Bron never intended to stop engaging in electrical contracting work outside of EEC, especially at Sajiun Electric.

63. For the year of 2012, Mr. Bron received a W-2 from Sajiun Electric in the amount of \$969,591.00.

64. For the year of 2013, Mr. Bron received a W-2 from Sajiun Electric in the amount of \$174,852.00.

65. For the year of 2014, Mr. Bron received a W-2 from Sajiun Electric in the amount of \$181,262.01.

66. For the year of 2015, Mr. Bron received a W-2 from Sajiun Electric in the amount of \$276,384.00.

67. For the year of 2016, Mr. Bron received a W-2 from Sajiun Electric in the amount of \$142,782.00.

68. On or about September 27<sup>th</sup>, 2016, Mrs. Fritch and Mr. Bron signed the Amended Operating Agreement (Exhibit 2).

69. Upon information and belief, Mr. Bron never had the intention of abiding by the material terms and conditions of the Amended Operating Agreement either, especially Section 3.8 (Conflict of Interest) (Exhibit 2; pg. 6; 3.8) which states:

3.8 Conflict of Interest. No Member shall be entitled to enter into transactions which may be considered to be competitive with the Company nor may any Member have any outside interests which may be similar to the transactions which the Company may enter without obtaining prior written consent of the Managing Member; provided, however, that nothing herein shall prevent or preclude (a) Maureen Fritch from having an ownership, management or other interest in and to Fritch Construction Inc., or (b) Igor Bron from having an ownership, management or other interest in and to AIRD.

70. The Amended Operating Agreement also provides (Exhibit 2; pg. 7; 3.15):

3.15 Use of Electrical License. Igor Bron shall not be authorized to transfer, assign or otherwise allow use of his electrical license by any Person, other than the Company, while the same is attached to the Company for its use, and Igor Bron shall insure and be liable to the Company, if either Roman Bodnarchuck or Sergejs Berlevs, with Igor Bron's express consent and knowledge, allows either Roman Bodnarchuck or Sergejs Berlevs to transfer, assign or otherwise allow the use of their electrical licenses by any Person, other than the Company, while their electrical licenses are attached to the Company for its use.

71. Upon information and belief, from September 27<sup>th</sup>, 2016 to date, Mr. Bron has used, transferred assigned or otherwise allowed the use of his electrical license for non-EEC electrical contracting work.

72. Upon information and belief, from September 27<sup>th</sup>, 2016 to date, Roman has used, transferred assigned or otherwise allowed the use of his electrical license for non-EEC electrical contracting work.

73. Upon information and belief, from September 27<sup>th</sup>, 2016 to date, Sergejs has used, transferred assigned or otherwise allowed the use of his electrical license for non-EEC electrical contracting work.

74. Mr. Bron never received written permission from Mrs. Fritch, the managing member of EEC, to have "any outside interests which may be similar to the transactions which the Company [EEC] may enter into" (Exhibit 2; pg. 6; 3.8).

75. Under the Amended Operating Agreement, the only entity other than EEC in which Mr. Bron was permitted to have "ownership, management or other interest in" regarding electrical contracting work was Non-party A.I.R.D. INC. ("**AIRD**").

76. Non-party AIRD was a domestic business corporation, duly organized and existing by virtue of the laws of the State of New York, with a principal place of business located at 2604 National Drive, Brooklyn, NY 11234; however, it is now dissolved.

77. The sole purpose of AIRD was to be a defined benefit plan for Mr. Bron.

78. Upon information and belief, instead of using AIRD as a defined benefit plan, Mr. Bron used AIRD for loaning money to and from Bron Entities. Copies of check ledgers showing inflows and outflows of money from Bron Entities are attached hereto as **Exhibit 4**.

79. Yelena created *Exhibit 4* on August 26<sup>th</sup>, 2009 and it was last saved on December 2<sup>nd</sup>, 2019.

80. Upon information and belief, Yelena is performing administrative work for Mr. Bron and the Bron Entities in *Exhibit 4*, not EEC or Mrs. Fritch, at the instance and bequest of Mr. Bron.

81. Upon information and belief, AIRD cannot loan money, the only reason why Mr. Bron and Yelena are moving money from AIRD to and from Bron Entities and *vice versa* is to move Mr. Bron's money, conceal his assets and to avoid detection of unlawful business operations from third parties such as Mrs. Fritch.

82. Upon information and belief, monies from AIRD have been used to pay for advertising.

83. Upon information and belief, monies from AIRD have been used to pay construction contractors.

84. Upon information and belief, monies from AIRD have been used to pay for the renovation and construction of 50 Willow Pond Road, Staten Island, New York 10304.

85. Upon information and belief, after a third-party accountant discovered that Mr. Bron was using AIRD as his own personal "slush fund," it was dissolved by Mr. Bron on December 28<sup>th</sup>, 2017, and all monies therein transferred.

86. Mr. Bron knew that to abide by the Amended Operating Agreement, he could not continue performing electrical contracting work for construction contractor's outside of EEC, including Sajiun Electric.

87. Upon information and belief, despite not being provided with a W-2 from Sajiun Electric, Mr. Bron still performed electrical contracting work for Sajiun Electric in 2017 and thereafter.

88. Upon information and belief, despite not being provided with a W-2 from Sajiun Electric, Mr. Bron still performed electrical contracting work for Sajiun Electric in 2018.

89. Upon information and belief, despite not being provided with a W-2 from Sajiun Electric, Mr. Bron still performed electrical contracting work for Sajiun Electric in 2019.

90. Upon information and belief, despite not being provided with a W-2 from Sajiun Electric, Mr. Bron still performed electrical contracting work for Sajiun Electric in 2020.

91. Upon information and belief, despite not being provided with a W-2 from Sajiun Electric, Mr. Bron still performed electrical contracting work for Sajiun Electric in 2021.

92. Upon information and belief, Mr. Bron and Mr. Sajiun concocted a scheme to allow Mrs. Bron to work for Sajiun Electric; however, Mrs. Bron performs no meaningful work for Sajiun Electric, Mr. Bron was and still is performing electrical contracting work for Sajiun Electric in secret and diverting corporate opportunities to the detriment of Mrs. Fritch.

93. For the year of 2017, Mrs. Bron received a W-2 from Sajiun Electric in the amount of \$86,400.00. For the year of 2018, Mrs. Bron received a W-2 from Sajiun Electric in the amount of \$95,400.00. For the year of 2019, Mrs. Bron received a W-2 from Sajiun Electric in the amount of \$93,600.00. Copies of Mrs. Bron's, 2017, 2018 and 2019 W-2's from Sajiun Electric are collectively attached hereto as **Exhibit 5**.

94. Upon information and belief, for the year of 2020, Mrs. Bron received or will receive a W-2 from Sajiun Electric.

95. Upon information and belief, for the year of 2021, Mrs. Bron will be receiving a W-2 from Sajiun Electric.

96. As of February 16<sup>th</sup>, 2021, Sajiun Electric provided Mrs. Bron with a company car, a Mercedes (LICENSE PLATE #: KJB-3166), registered to Sajiun Electric (“**Sajiun Mercedes**”).

97. The Sajiun Mercedes was parked at 50 Willow Pond Road, Staten Island, New York 10304, on February 16<sup>th</sup>, 2021, at 6:00 a.m., adjacent to Mr. Bron’s Range Rover (License Plate #: JLM-7793).

98. Upon information and belief, Mrs. Bron’s employment at Sajiun Electric and the Sajiun Mercedes are a form of compensation from Mr. Sajiun and Sajiun Electric to Mr. Bron for his electrical contracting work known in the construction industry as a “kickback” or compensation made “off the books” or “behind the scenes” to avoid detection (“**kickback**”).

99. Upon information and belief, the vast majority of kickbacks from Defendants to Defendants or certain third parties are made in cash, favors or forgiveness of debts, etc.

100. Upon information and belief, Mr. Bron and Mr. Sajiun secretly solicit and compensate Defendants and each other with kickbacks to perform work for Sajiun Electric.

101. On or about July 24<sup>th</sup>, 2017, while Arkadiy was still employed by EEC as an estimator, he performed certain electrical contracting work for Sajiun Electric regarding a construction project known as the “MCC Theater.” A copy of Arkadiy’s Email dated July 24<sup>th</sup>, 2017, with bid breakdown included, is attached hereto as **Exhibit 6**.



102. The MCC Theater Project referenced in *Exhibit 6* was awarded to Sajjun Electric, not EEC.

103. Upon information and belief, Arkadiy performed the electrical contracting work referenced in *Exhibit 6* at the instance and bequest of Mr. Bron, Mr. Sajiun and Sajiun Electric.

104. Upon information and belief, Arkadiy was compensated with kickbacks by Mr. Bron, Mr. Sajiun, Sajiun Electric or a Bron Entity for the MCC Theater work referenced in *Exhibit 6*.

105. Mr. Bron solicited Arkadiy, while he was still employed by EEC, to perform certain estimating work with him for the benefit of Sajiun Electric regarding a construction project located at 26 Federal Plaza New York, New York 10278.

106. On August 29<sup>th</sup>, 2019, while Arkadiy was still employed by EEC as an estimator, he performed certain electrical contracting work for Sajiun Electric regarding a construction project located at 26 Federal Plaza New York, New York 10278. A copy of Arkadiy's Email dated August 29<sup>th</sup>, 2019, with Change Order Proposal included, is attached hereto as **Exhibit 7**.

107. The construction project located at 26 Federal Plaza, New York, New York 10278 referenced in *Exhibit 7* was awarded to Sajiun Electric, not EEC.

108. Upon information and belief, on August 29<sup>th</sup>, 2019, while Arkadiy was still employed by EEC, he performed certain work for Sajiun Electric regarding a construction project located at 26 Federal Plaza New York, New York 10278 (*Exhibit 7*), at the instance and bequest of Mr. Bron and Mr. Sajiun.

109. Upon information and belief, Arkadiy was compensated with kickbacks by Mr. Bron, Mr. Sajiun, Sajiun Electric or a Bron Entity for the electrical contracting work referenced in *Exhibit 7*.

110. Mr. Bron visited the construction project located at 26 Federal Plaza New York, New York 10278 referenced in *Exhibit 7*, on February 16<sup>th</sup>, 2021, between 1:37 p.m. and 2:30 p.m.

111. Upon information and belief, Mr. Bron, *on behalf of Sajiun Electric*, visited the construction project located at 26 Federal Plaza New York, New York 10278 referenced in *Exhibit 7*, on February 16<sup>th</sup>, 2021, between 1:37 p.m. and 2:30 p.m, at the instance and bequest of Mr. Sajiun.

112. Upon information and belief, Mr. Bron, Mr. Sajiun and Sajiun Electric and Mr. Fusco and G&G also use the Bron Entities, *amongst other known and unknown entities*, to conceal their unlawful business operations and assets, *inter alia*.

113. Upon information and belief, IBNY stands for “Igor Bron New York.”

114. Upon information and belief, Mr. Bron is a member or principal of IBNY.

115. Upon information and belief, Mrs. Bron is a member or principal of IBNY.

116. Upon Information and belief, Defendants Mr. Bron, Yelena, Arkadiy, Howard, Sergejs or Roman have performed certain administrative or electrical contracting work for IBNY while they were still employed at EEC.

117. On February 28<sup>th</sup>, 2019, IBNY submitted an invoice to Sajiun Electric for \$100,000.00 for consulting services, including but not limited to estimating, management and negotiation services. On August 1<sup>st</sup>, 2019, IBNY submitted a similar invoice to Sajiun Electric for \$145,000.00. Copies of IBNY’s February 28<sup>th</sup> and August 1<sup>st</sup>, 2019 Invoices to Sajiun Electric are collectively attached hereto as **Exhibit 8**.

118. *Exhibit 8* was found in Yelena’s EEC emails and EEC’s network at the Field Office in a folder labelled “Yelena.”

119. Upon information and belief, *Exhibit 8* was created by Yelena at the instance and bequest of Mr. Bron.

120. Upon information and belief, the IBNY consulting services for Sajiun Electric referenced in *Exhibit 8* were performed by Defendants Mr. Bron, Yelena, Arkadiy, Howard, Sergejs and Roman at the instance and bequest of Mr. Bron, Mr. Sajiun and Sajiun Electric.

121. Upon information and belief, the reason why the consulting services for Sajiun Electric referenced in *Exhibit 8* were performed by IBNY, and not Defendants Mr. Bron, Yelena, Arkadiy, Howard, Sergejs and Roman, was to conceal the identity of the individuals performing the administrative and electrical contracting work for Mr. Bron, Mr. Sajiun and Sajiun Electric.

122. Upon information and belief, Mr. Bron and Mr. Sajiun even solicit EEC Employees to form new electrical contracting entities outside of EEC and Sajiun Electric to compete with and against EEC.

123. While Cristina was an employee of Sajiun Electric and while Howard was an employee of EEC, they formed Intake Electrical on or about August 27<sup>th</sup>, 2019.

124. Upon information and belief, on or before July 31<sup>st</sup>, 2020, Mr. Bron provided Howard and Cristina with a copy of a certain operating agreement for Intake Electrical. A copy of a July 31<sup>st</sup>, 2020 Email, with Intake Electrical Operating Agreement included, from Cristina to Mr. Bron and Sergejs is attached hereto as **Exhibit 9**.

125. Upon information and belief, on or before July 31<sup>st</sup>, 2020, Mr. Bron and Howard solicited Sergejs, yet another EEC employee, to obtain an interest in or perform certain electrical contracting work for Intake Electrical while he was and still is an employee of EEC (Exhibit 9).

126. Upon information and belief, Mr. Bron and Sergejs are communicating in *Exhibit 9* via their personal emails ([igorbron1@yahoo.com](mailto:igorbron1@yahoo.com) and [sergey.berlev@gmail.com](mailto:sergey.berlev@gmail.com)), and not their

EEC emails ([ibron@eelectricalcontracting.com](mailto:ibron@eelectricalcontracting.com) and [sb@eelectricalcontracting.com](mailto:sb@eelectricalcontracting.com)), to avoid detection from third parties (Exhibit 9).

127. *Exhibit 9* was and still is located on Sergejs' EEC computer.

128. On or about February 16<sup>th</sup> and February 23<sup>rd</sup>, 2021, Sergejs performed electrical contracting work for Intake Electric while he was still employed by EEC. A copy of Intake Electrical's February 16<sup>th</sup> and February 23<sup>rd</sup>, 2021 Proposals are attached hereto as **Exhibit 10**.

129. Intake Electrical's February 16<sup>th</sup>, 2021 Proposal was created by Cristina on July 21<sup>st</sup>, 2020 and last saved by Sergejs on February 15<sup>th</sup>, 2021 (Exhibit 10; pgs. 1-2) and Intake Electrical's February 23<sup>rd</sup>, 2021 Proposal was created by Cristina on February 23<sup>rd</sup>, 2021 and last saved by Sergejs on February 23<sup>rd</sup>, 2021 (Exhibit 10; pgs. 3-4).

130. *Exhibit 10* was and still is located on Sergjes' EEC computer.

131. Upon information and belief, Mr. Bron has systematically solicited virtually the entire Field Office to perform non-EEC work and form non-EEC entities to facilitate the performance of non-EEC work for himself and Defendants.

132. Upon information and belief, from 2003 to 2021, Mr. Bron **never** stopped performing electrical contracting work for Mr. Sajiun and Sajiun Electric: a) As of February 5<sup>th</sup>, 2019, Mr. Bron still had a desk at Sajiun Electric and was sending emails to Sajiun Electric's Office Administrators; b) As of November 30<sup>th</sup>, 2020, Mr. Sajiun was still sending Mr. Bron emails regarding the moving of Sajiun Electric's Office; and c) Sajiun Electric even provides Mr. Bron with a company credit card to date. Copies of Mr. Bron's Email regarding his Sajiun Electric Desk, Mr. Sajiun's Email regarding the moving of Sajiun Electric and Mr. Bron's Sajiun Electric credit card are collectively attached hereto as **Exhibit 11**.

133. Upon information and belief, Mr. Sajiun, Sajiun Electric and Mr. Bron use Mr. Bron's yahoo email account ([igorbron1@yahoo.com](mailto:igorbron1@yahoo.com)) in *Exhibit 11* to avoid detection from third parties such as Mrs. Fritch.

134. Mr. Bron both represented and was obligated to Mrs. Fritch to at all times to act in the best interests of EEC and Mrs. Fritch, avoid self-dealing and stop performing electrical contracting work outside EEC, *inter alia*, which representations were reasonably relied upon by Mrs. Fritch.

135. Upon information and belief, Mr. Bron never had the intention of honoring the Operating Agreement, the Amended Operating Agreement or his written and oral promises to Mrs. Fritch regarding the discontinuance of electrical contracting work outside of EEC; instead, from 2003 to date, Mr. Bron has always acted in the best interests of himself and certain third parties, especially Mr. Sajiun and Sajiun Electric, not Mrs. Fritch and certainly not EEC, by diverting EEC assets to himself, Defendants, the Bron Entities and certain known and unknown third parties.

136. Upon information and belief, Mr. Bron's diversion of EEC and Mrs. Fritch's assets have caused at least ten million dollars in damage to Mrs. Fritch.

137. Upon information and belief, but for Mr. Bron's diversion of EEC and Mrs. Fritch's assets, Mrs. Fritch would not have been damaged.

138. Upon information and belief, had Mrs. Fritch known that Mr. Bron never had the intention of honoring the material terms and conditions of the Operating Agreement, the Amended Operating Agreement and his written and oral promises that he would discontinue non-EEC electrical contracting work, she would have never entered into the Operating Agreement or Amended Operating Agreement with Mr. Bron.

139. The Operating Agreement contains **no** provision concerning arbitration in the event of a dispute between Mrs. Fritch and Mr. Bron stemming therefrom; however, the Amended Operating Agreement requires that Mrs. Fritch and Mr. Bron submit any disputes stemming from the Amended Operating Agreement to arbitration (Exhibit 2; pg. 21; 15.12). Accordingly, served simultaneously herewith, is Mrs. Fritch's Notice of Intention to Arbitrate with Mr. Bron pursuant to the Amended Operating Agreement in the event that this Court finds the Amended Operating Agreement to be binding and enforceable upon Mrs. Fritch and Mr. Bron.

140. Upon information and belief, Mr. Bron's breaches of the Operating Agreement, the Amended Operating Agreement and his written and oral promises that he would discontinue non-EEC electrical contracting work are so material and substantial that they go to the heart of said agreements and said representations made to Mrs. Fritch by Mr. Bron were false and made for the purposes of inducing Mrs. Fritch.

141. However, upon information and belief, the evidence of Mr. Bron's breaches are substantial, material and show that Mr. Bron **never** intended to honor any of his agreements with Mrs. Fritch, especially the Amended Operating Agreement; accordingly, Mrs. Fritch elects to rescind the Amended Operating Agreement based on the extensive fraudulent misrepresentations of Mr. Bron which induced Mrs. Fritch to sign the Amended Operating Agreement in the first instance.

142. By reason of the foregoing, Mrs. Fritch has been damaged in the amount of at least \$10,000,000.00 and asks that this Court grant her relief in the form of rescission of the Operating Agreement and/or Amended Operating Agreement based on fraudulent inducement along with punitive damages, attorney's fees and interest thereon.

**AS AND FOR THE SECOND CAUSE OF ACTION FOR  
BREACH OF FIDUCIARY DUTY  
(DEFENDANT IGOR BRON)**

143. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs “1” through “142” with same force and effect as though more fully set forth at length herein.

144. EEC is a closely held limited liability company.

145. Under the Operating Agreement, Mrs. Fritch and Mr. Bron were and are owners of EEC.

146. Pursuant to the Operating Agreement, Mr. Bron and Mrs. Fritch owed a fiduciary duty of loyalty and good faith to one another akin to that of a partner thereby establishing a fiduciary relationship.

147. Under the Amended Operating Agreement, Mrs. Fritch is 51% owner of EEC and Mr. Bron is 49% owner of EEC.

148. Pursuant to the Amended Operating Agreement, Mr. Bron and Mrs. Fritch owed a fiduciary duty of loyalty and good faith to one another akin to that of a partner thereby establishing a fiduciary relationship.

149. Especially with Mr. Bron being in the field and managing the Field Office, and Mrs. Fritch not being in the field or a master electrician, Mrs. Fritch placed her confidence and trust upon Mr. Bron to act in her best interests and that of EEC, so at the very least, a special relationship of confidence and trust is established between Mrs. Fritch and Mr. Bron.

150. Upon information and belief, Mr. Bron breached his fiduciary duty to Mrs. Fritch by diverting EEC assets, including but not limited to labor and materials, from EEC to himself, Defendants, the Bron Entities and certain third parties for many years.

151. Upon information and belief, Mr. Bron breached his fiduciary duty to Mrs. Fritch by self-dealing and diverting corporate opportunities to Defendants.

152. Upon information and belief, Mr. Bron breached his fiduciary duty to Mrs. Fritch by soliciting EEC employees to perform work outside of EEC.

153. Upon information and belief, Mr. Bron breached his fiduciary duty to Mrs. Fritch by soliciting EEC employees to literally form new electrical contracting entities such as Intake Electrical.

154. Upon information and belief, but for Mr. Bron's breach of his fiduciary duty to Mrs. Fritch as alleged in paragraphs 150 – 153 herein, *inter alia*, Mrs. Fritch would not have been damaged in the amount of at least ten million dollars.

155. Accordingly, the burden rests on Mr. Bron to prove that he has not breached his fiduciary duty to Mrs. Fritch.

156. By reason of the foregoing, Mrs. Fritch has been damaged in the amount of at least \$10,000,000.00 along with punitive damages, attorney's fees and interest thereon.

**AS AND FOR THE THIRD CAUSE OF ACTION  
FOR CONSTRUCTIVE TRUST  
(DEFENDANT IGOR BRON)**

157. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "156" with same force and effect as though more fully set forth at length herein.

158. EEC is a closely held limited liability company; Mrs. Fritch is 51% owner of EEC and Mr. Bron is 49% owner of EEC.



159. Pursuant to the Operating Agreement and Amended Operating Agreement, Mr. Bron and Mrs. Fritch owe a fiduciary duty to one another akin to a partnership thereby establishing a fiduciary relationship.

160. Especially with Mr. Bron being in the field and managing the Field Office, Mrs. Fritch placed her confidence and trust upon Mr. Bron to act in her best interests and that of EEC.

161. Especially with Mr. Bron being in the field and managing the Field Office, and Mrs. Fritch not being in the field or a master electrician, Mrs. Fritch placed her confidence and trust upon Mr. Bron to act in her best interests and that of EEC, so at the very least, a special relationship of confidence and trust is established between Mrs. Fritch and Mr. Bron.

162. Mr. Bron promised Mrs. Fritch that he would act in the best interests of EEC, avoid self-dealing and stop working for Sajiun Electric, *inter alia*.

163. Mrs. Fritch reasonably relied upon the promises of Mr. Bron as alleged in paragraph 162 herein, *inter alia*.

164. Upon information and belief, despite the promises made by Mr. Bron as alleged paragraph 162 herein, which were reasonably relied upon by Mrs. Fritch, Mr. Bron still diverted EEC and Mrs. Fritch's assets to himself, Defendants, the Bron Entities and certain third parties for many years all to the detriment of Mrs. Fritch.

165. Upon information and belief, Mr. Bron's diversion of EEC and Mrs. Fritch's assets to himself, Defendants, the Bron Entities and certain third parties have resulted in Mr. Bron's enrichment, at Mrs. Fritch's expense, and it would be against equity and good conscience to permit Mr. Bron to wrongfully retain monies belonging to Mrs. Fritch.

166. By reason of the foregoing, Mrs. Fritch has been damaged in the amount of at least \$10,000,000.00. along with punitive damages, attorney's fees, costs and interest thereon.

**AS AND FOR THE FOURTH CAUSE OF ACTION FOR  
AN ACCOUNTING  
(AS AGAINST MR. BRON)**

167. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs “1” through “166” with same force and effect as though more fully set forth at length herein.

168. EEC is a closely held limited liability company; Mrs. Fritch is 51% owner of EEC and Mr. Bron is 49% owner of EEC.

169. Pursuant to the Operating Agreement and Amended Operating Agreement, Mr. Bron and Mrs. Fritch owe a fiduciary duty to one another akin to a partnership thereby establishing a fiduciary relationship.

170. Especially with Mr. Bron being in the field and managing the Field Office, Mrs. Fritch placed her confidence and trust upon Mr. Bron to act in her best interests and that of EEC.

171. Especially with Mr. Bron being in the field and managing the Field Office, and Mrs. Fritch not being in the field or a master electrician, Mrs. Fritch placed her confidence and trust upon Mr. Bron to act in her best interests and that of EEC, so at the very least, a special relationship of confidence and trust is established between Mrs. Fritch and Mr. Bron.

172. Pursuant to Mr. Bron’s fiduciary duty or special relationship to Mrs. Fritch, Mr. Bron owes Mrs. Fritch an accounting of any and all EEC assets Mr. Bron, upon information and belief, diverted from EEC.

173. Pursuant to Mr. Bron’s fiduciary duty or special relationship to Mrs. Fritch, Mr. Bron owes Mrs. Fritch an accounting of any and all EEC labor and materials Mr. Bron, upon information and belief, diverted for non-EEC purposes.

174. Pursuant to Mr. Bron's fiduciary duty or special relationship to Mrs. Fritch, Mr. Bron owes Mrs. Fritch an accounting of any and all EEC labor and materials Mr. Bron, upon information and belief, diverted for non-EEC purposes to Sajiun Electric.

175. Pursuant to Mr. Bron's fiduciary duty or special relationship to Mrs. Fritch, Mr. Bron owes Mrs. Fritch an accounting of any and all EEC labor and materials Mr. Bron, upon information and belief, diverted for non-EEC purposes to G&G.

176. Pursuant to Mr. Bron's fiduciary duty or special relationship to Mrs. Fritch, Mr. Bron owes Mrs. Fritch an accounting as to the amount of money Mr. Bron, upon information and belief, has received from his self-dealing or corporate diversion.

177. By reason of the foregoing, Mrs. Fritch asks that this Court order Mr. Bron to provide Mrs. Fritch with an accounting as alleged in paragraphs 172 – 176 herein and that a referee be appointed to hear and determine the amount of moneys wrongfully taken or diverted from Mrs. Fritch by Mr. Bron.

**AS AND FOR THE FIFTH CAUSE OF ACTION FOR  
AIDING & ABETTING FRAUD  
(AS AGAINST MRS. BRON, MR. SAJIUN & SAJIUN ELECTRIC,  
MR. FUSCO & G&G, CRISTINA & HOWARD & SERGJES &  
INTAKE ELECTRICAL & YELENA, ARKADIY & ROMAN &  
IBNY & 2264 65<sup>TH</sup> STREET)**

178. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "177" with same force and effect as though more fully set forth at length herein.

179. As alleged in further particularity via Count 1, upon information and belief, Mr. Bron has made several material representations to Mrs. Fritch; more specifically, that: 1) he would act in the best interests of EEC and Mrs. Fritch; 2) he would avoid self-dealing; 3) he

would not solicit EEC employees for work outside of EEC; and 4) he would stop electrical contracting work outside of EEC, including at Sajiun Electric, *inter alia*.

180. As alleged in further particularity via Count 1, Mrs. Fritch reasonably relied on Mr. Bron's material representations set forth in paragraph 179 herein, *inter alia*.

181. As alleged in further particularity via Count 1, upon information and belief, the material representations of Mr. Bron alleged in paragraph 179 herein, *inter alia*, were false and made with the intent to deceive and induce Mrs. Fritch.

182. As alleged in further particularity via Count 1 above, upon information and belief, but for Mr. Bron's fraudulent misrepresentations, Mrs. Fritch would not have been damaged in the amount of at least ten million dollars.

183. Upon information and belief, Mrs. Bron has direct knowledge of Mr. Bron, Mr. Sajiun and Sajiun Electric's fraudulent scheme to divert EEC assets and has personally and substantially assisted in: 1) their fraudulent scheme to divert certain assets from EEC; 2) avoiding detection by third parties by agreeing to pretend to work for Sajiun Electric; and 3) hiding Mr. Bron's assets and moving money Mr. Bron diverted from EEC via the Bron Entities.

184. Upon information and belief, Mr. Sajiun<sup>2</sup> and Sajiun Electric have personally and substantially assisted Mr. Bron in diverting assets from EEC by: 1) actively participating in (if not masterminding) Mr. Bron's fraudulent scheme to divert EEC assets; 2) accepting the benefit of diverted EEC assets; and 3) Compensating Defendants to divert assets from EEC.

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<sup>2</sup>Upon information and belief, while Mr. Bron is the focal point of this Action, Mr. Sajiun is obviously the one pulling his strings. Not only did and does Mr. Bron work for Sajiun Electric, but a further review of *Exhibit 11* shows that Mr. Sajiun gives Mr. Bron orders, not the other way around.

185. Upon information and belief, Mr. Fusco and G&G allow EEC, without Mrs. Fritch's knowledge, to pay for electrical supplies, 51% of which belongs to Mrs. Fritch, and then those same EEC electrical supplies are diverted by Mr. Bron, Mr. Sajiun and Sajiun Electric from EEC thereby causing Sajiun Electric's profits to skyrocket on their respective construction projects.

186. Upon information and belief, Mr. Fusco and G&G give Mr. Bron kickbacks and other benefits for the electrical supplies they assist Mr. Bron, Mr. Sajiun and Sajiun Electric in diverting from EEC.

187. Mr. Bron, Mr. Sajiun and Mr. Fusco have been business associates since February 27<sup>th</sup>, 2008 at the latest. A copy of a facsimile from G&G to Sajiun Electric and Mr. Bron is attached hereto as **Exhibit 12**.

188. On or about February 27<sup>th</sup>, 2008, G&G compensated Mr. Bron directly for certain electrical contracting work he performed for Sajiun Electric: "att[ention] igor change order includes 20% for you. thanks bryan" (Exhibit 12).

189. G&G has provided electrical supplies to both Sajiun Electric and EEC.

190. In 2020, EEC discontinued using G&G as its electrical supplier.

191. To date, G&G still provides Sajiun Electric with electrical supplies.

192. Upon information and belief, Mr. Fusco and G&G have personally and substantially assisted Mr. Bron in diverting assets from EEC and Mrs. Fritch by: 1) facilitating the creation, submission and acceptance of fraudulent third-party transactions and G&G rendering false invoices; 2) accepting the benefit of diverted EEC assets and kickbacks; and 3) Compensating Defendants to divert assets from EEC and Mrs. Fritch.

193. Upon information and belief, Mr. Bron, Mr. Fusco and G&G solicited Yelena to manipulate invoices for the purposes of: 1) diverting EEC assets such as electrical materials for use on Sajiun Electric construction projects, *among others*; and 2) assist Mr. Bron in receiving kickbacks and other benefits from Mr. Fusco and G&G and Mr. Sajiun and Sajiun Electric, *among others*.

194. Upon information and belief, as the amount of electrical contracting business Mr. Bron was performing for EEC, Mr. Sajiun and Sajiun Electric increased, so did the amount of Mr. Bron's diversion from EEC thereby increasing the amount of kickbacks and other benefits Mr. Bron received under his arrangement with Mr. Sajiun, Sajiun Electric, Mr. Fusco and G&G; accordingly, Mr. Bron, Mr. Fusco and G&G had to find creative ways to compensate Mr. Bron other than just cash kickbacks.

195. Upon information and belief, one way that G&G compensates Mr. Bron with kickbacks and payments is through the use of invoices that are fake entirely.

196. Non-party CNN USA TRADING INC. is a domestic business corporation duly organized and existing under New York law with a principal place of business located at 2264 65TH STREET, BROOKLYN, NEW YORK, 11204 ("CNN").

197. CNN is in the business of leasing vehicles, *inter alia*.

198. CNN's chief executive officer, non-party GARRI MILMAN ("Mr. Milman"), is or was a friend or business associate of Mr. Bron's.

199. CNN has in the past or currently does lease residential or commercial space from 2264 65<sup>th</sup> Street. A copy of 2264 65<sup>th</sup> Street's cash inflow and outflow spreadsheet is attached as **Exhibit 13**.

200. Upon information and belief, Mr. Bron has certain interests in 2264 65<sup>th</sup> Street.

201. *Exhibit 13* was first created by Yelena on August 26<sup>th</sup>, 2009; however, it has since been edited and was last saved on December 2<sup>nd</sup>, 2019.

202. Upon information and belief, 2264 65<sup>th</sup> Street is yet another Bron Entity used as a vehicle for Mr. Bron's unlawful business operations with Mr. Sajiun and Sajiun Electric and Mr. Fusco and G&G.

203. Upon information and belief, just like IBNY and AIRD, 2264 65<sup>th</sup> Street is tied directly to Mr. Bron and Yelena and therefore EEC, as Mr. Bron and Yelena manage all the Bron Entities together (i.e. Exhibit 4).

204. Upon information and belief, *Exhibit 13* shows monies owed and paid to and from "GARRI" (Mr. Milman of CNN) regarding rents due for real property and monies to and from "IGOR" (Mr. Bron) regarding payments due for the leasing of vehicles, *inter alia*.

205. Between August 13<sup>th</sup> and 16<sup>th</sup>, 2010, **Yelena drafted a CNN Invoice to G&G.** A copy of Yelena's CNN Invoice to G&G is attached hereto as **Exhibit 14**.

206. *Exhibit 14* was found in Microsoft Word and Adobe PDF form in Yelena's EEC computer.

207. Upon information and belief, Yelena and Mr. Bron are not employed or formally affiliated with CNN.

208. *Exhibit 14* is allegedly from CNN, a car leasing company, to G&G, an electrical supply company, to "*Supply custom made switchboard enclosure with cooper details,*" and is drafted by Yelena (an employee of EEC working directly under the supervision and control of Mr. Bron at the Field Office).

209. Upon information and belief, *Exhibit 14* is a fraudulent invoice drafted by Yelena and Mr. Bron evidencing a kickback or benefit being bestowed on Mr. Bron from G&G for the diversion of EEC assets, *inter alia*.

210. Upon information and belief, the electronically stored information at the Field Office reveals that Yelena has G&G and Sajiun Electric, *among others*, invoices in Microsoft Word and Excel form as well so they can be manipulated by herself and Mr. Bron for the purposes of diverting EEC assets or getting kickbacks for same (i.e. Exhibit 14).

211. Upon information and belief, Mr. Bron and Yelena routinely draft fraudulent invoices and manipulate legitimate invoices (thereby making them fraudulent) with Mr. Sajiun and Sajiun Electric and Mr. Fusco and G&G so EEC's disloyal employees can be compensated with kickbacks for their electrical contracting and administrative work outside of EEC and diversion of EEC assets.

212. Upon information and belief, Mr. Bron routinely takes vendor quotes already approved by EEC, negotiates them down with Mr. Fusco and G&G behind the scenes, and then receives a kickback or other benefits from Mr. Fusco and G&G in return or *vice versa*.

213. Between October 15<sup>th</sup> and 20<sup>th</sup>, 2020, EEC contacted Mr. Bron and Yelena about their failure to follow relatively new EEC invoicing protocols. A copy of an October 15<sup>th</sup> and 20<sup>th</sup>, 2020 Email String from Joseph Fritch, Jr., EEC's Vice President, to Mr. Bron and Yelena, is attached hereto as **Exhibit 15**.

214. Between October 15<sup>th</sup> and 20<sup>th</sup>, 2020, EEC contacted Mr. Bron and Yelena regarding G&G invoice discrepancies (Exhibit 15).

215. Upon information and belief, Mr. Bron and Mr. Fusco have entered into an arrangement where there is an automatic kickback or payments or other benefits to Mr. Bron and



Mr. Fusco for electrical materials provided to EEC by G&G. For example: a \$100,000 G&G invoice is quoted to EEC and inflated by 30%, the actual cost as negotiated by Mr. Bron and Mr. Fusco is \$70,000.00. Mr. Bron then claims to EEC that he negotiated a 10% decrease in price with G&G thereby appearing to save EEC \$10,000, when in actuality, Mr. Bron and Mr. Fusco are splitting the \$20,000.00 remaining difference via a kickback or other unlawful scheme (i.e. Exhibit 14).

216. Upon information and belief, another unlawful scheme between Mr. Bron, Mr. Sajiun and Mr. Fusco is for Sajiun Electric to order \$100,000.00 of electrical materials from G&G and then G&G bills EEC for the \$100,000.00 with Mr. Sajiun and Sajiun Electric providing a kickback to Mr. Bron and Mr. Fusco thereafter.

217. Upon information and belief, another scheme between Mr. Bron, Mr. Sajiun and Mr. Fusco is for EEC's disloyal employees, including Defendants, to place orders for electrical materials from G&G for EEC and have those very same materials diverted to Sajiun Electric construction projects.

218. Upon information and belief, Mr. Bron and Mr. Fusco have been receiving kickbacks and other benefits in this manner since the inception of EEC in 2003 amounting to millions of dollars in damages to Mrs. Fritch.

219. Within two (2) days of receiving *Exhibit 15*, Mr. Bron had called for a "special meeting" with Mrs. Fritch seeking to discuss the potential dissolution of EEC, *inter alia*.

220. Starting in November 2020, Mrs. Fritch began monitoring EEC's employees at the Field Office.

221. Upon information and belief, Mrs. Fritch can prove that as of November 2020, Mr. Bron and the rest of the Field Office began destroying evidence, much of this electronically stored information has since been recovered.

222. Upon information and belief, Cristina, Howard, Sergjes and Intake Electrical have been working with Mr. Bron, Mr. Sajiun and Sajiun Electric to divert EEC assets.

223. Upon information and belief, Cristina, Howard, Sergjes and Intake Electrical have personally and substantially assisted Mr. Bron in diverting assets from EEC by: 1) actively participating in the fraudulent scheme to divert EEC assets; 2) accepting the benefit of diverted EEC assets; and 3) Compensating Defendants to divert assets from EEC (i.e. Exhibits 9 and 10).

224. Upon information and belief, Defendants Yelena, Arkadiy, and Roman have personally and substantially assisted Mr. Bron in his fraudulent scheme to divert EEC's assets by: 1) personally diverting or assisting in the diversion of assets from EEC; 2) creation or approving fraudulent invoices for Mr. Bron, Mr. Sajiun and Sajiun Electric, Mr. Fusco and G&G and the Bron Entities; 3) assisting Mr. Bron in avoiding detection, concealing assets and moving monies diverted from EEC amongst the Bron Entities.

225. Upon information and belief, Defendants IBNY & 2264 65<sup>TH</sup> STREET are alter egos of Mr. Bron, along with the rest of the Bron Entities, which are managed and controlled by Mr. Bron and Yelena for the purpose of concealing Mr. Bron's unlawful business operations, moving money and hiding assets.

226. Upon information and belief, Defendants IBNY & 2264 65<sup>TH</sup> STREET have personally and substantially assisted Mr. Bron in his fraudulent scheme to divert EEC's assets by: 1) personally diverting or assisting in the diversion of assets from EEC; 2) creation or approving fraudulent invoices for Mr. Bron, Mr. Sajiun and Sajiun Electric, Mr. Fusco and G&G

and the Bron Entities; 3) assisting Mr. Bron in avoiding detection, concealing assets and moving monies diverted from EEC amongst the Bron Entities.

227. But for the personal and substantial assistance of Defendants in Mr. Bron's fraudulent scheme to divert EEC assets, Mrs. Fritch would not have been damaged in the amount of at least \$10,000,000.00.

228. By reason of the foregoing, Mrs. Fritch has been damaged in the amount of at least \$10,000,000.00. along with punitive damages, attorney's fees, costs and interest thereon.

**AS AND FOR THE SIXTH CAUSE OF ACTION FOR  
AIDING AND ABETTING BREACH OF FIDUCIARY DUTY  
(AS AGAINST MRS. BRON, MR. SAJIUN & SAJIUN ELECTRIC,  
MR. FUSCO & G&G, CRISTINA & HOWARD & SERGJES &  
INTAKE ELECTRICAL & YELENA, ARKADIY & ROMAN &  
IBNY & 2264 65<sup>TH</sup> STREET)**

229. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "228" with same force and effect as though more fully set forth at length herein.

230. EEC is a closely held limited liability company; Mrs. Fritch is 51% owner of EEC and Mr. Bron is 49% owner of EEC.

231. Pursuant to the Operating Agreement and Amended Operating Agreement, Mr. Bron and Mrs. Fritch owe a fiduciary duty to one another akin to a partnership thereby establishing a fiduciary relationship.

232. Especially with Mr. Bron being in the field and managing the Field Office as a master electrician, Mrs. Fritch placed her confidence and trust upon Mr. Bron to act in her best interests and that of EEC, or at the very least a special relationship.

233. Defendants Mrs. Bron, Mr. Sajiun and Sajiun Electric, Mr. Fusco and G&G, Cristina and Howard and Sergjes and Intake Electric and Yelena, Arkadiy and Roman all have

direct knowledge of Mrs. Fritch's status as managing member and owner of EEC and Mr. Bron's status as member and owner of EEC.

234. Defendants Mrs. Bron, Mr. Sajiun and Sajiun Electric, Mr. Fusco and G&G, Cristina and Howard and Sergjes and Intake Electric and Yelena, Arkadiy and Roman are all intimately involved with, employees of and business associates of Mr. Bron and Mr. Sajiun, whether that be through EEC or Sajiun Electric.

235. Whether it be the Operating Agreement or Amended Operating Agreement, Defendants Mrs. Bron, Mr. Sajiun and Sajiun Electric, Mr. Fusco and G&G, Cristina and Howard and Sergejs and Intake Electric and Yelena, Arkadiy and Roman all have direct knowledge of the fiduciary duty Mr. Bron and Mrs. Fritch owe to one another as members (business partners) in EEC or the special relationship established between the two.

236. Upon information and belief, as alleged in extensive detail above, Defendants Mrs. Bron, Mr. Sajiun and Sajiun Electric, Mr. Fusco and G&G, Cristina and Howard and Sergejs and Intake Electric and Yelena, Arkadiy and Roman have knowingly induced or participated in Mr. Bron's breach of his fiduciary duty to Mrs. Fritch by: 1) personally diverting EEC assets and Mrs. Fritch's share therein; 2) assisting in the diversion of EEC assets and Mrs. Fritch's share therein; 3) personally receiving kickbacks or facilitating the receipt of kickbacks for the diversion of EEC assets and Mrs. Fritch's share therein; and 4) assisting Mr. Bron in avoiding detection.

237. Upon information and belief, Defendants Howard, Sergjes, Yelena, Arkadiy and Roman always worked for Mr. Bron, individually, who worked for Mr. Sajiun and Sajiun Electric from 2003 to 2021. The entire Field Office has participated in unlawful conduct to such a degree that they do not even identify as employees of EEC; for example, as said by Yelena herself (Exhibit 3):

**Note: Igor received check on 1/26/12 for 322 W 138th Street. We did not give it to E Electrical.**

238. Upon information and belief, Defendants IBNY & 2264 65<sup>TH</sup> STREET are alter egos of Mr. Bron, along with the rest of the Bron Entities, which are managed and controlled by Mr. Bron and Yelena for the purpose of concealing Mr. Bron's unlawful business operations, move money and hide assets.

239. Upon information and belief, as alleged in extensive detail above, Defendants IBNY & 2264 65<sup>TH</sup> STREET have knowingly induced or participated in Mr. Bron's breach of his fiduciary duty or special relationship to Mrs. Fritch by: 1) personally diverting EEC assets; 2) assisting in the diversion of EEC assets; 3) personally receiving kickbacks or facilitating the receipt of kickbacks for the diversion of EEC assets; and 4) assisting Mr. Bron in avoiding detection.

240. Upon information and belief, but for the knowing inducement and participation of Defendants in Mr. Bron's breach of his fiduciary duty or special relationship to Mrs. Fritch, Mrs. Fritch would not have been damaged in the amount of at least \$10,000,000.00.

241. By reason of the foregoing, Mrs. Fritch has been damaged in the amount of at least \$10,000,000.00, along with punitive damages, attorney's fees, costs and interest thereon.

**AS AND FOR THE SEVENTH CAUSE OF ACTION FOR  
TORTIOUS INTERFERENCE WITH CONTRACT  
(AS AGAINST DEFENDANTS MRS. BRON, MR. SAJIUN AND SAJIUN ELECTRIC,  
MR. FUSCO AND G&G, CRISTINA AND HOWARD AND SERGEJS AND INTAKE  
ELECTRICAL AND YELENA, ARKADIY AND ROMAN  
AND IBNY AND 2264 65<sup>TH</sup> STREET)**

242. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "241" with same force and effect as though more fully set forth at length herein.

243. On or about January 27<sup>th</sup>, 2004, Mrs. Fritch and Mr. Bron signed the Operating Agreement. On or about May/June 2011, it was agreed between Mrs. Fritch and Mr. Bron that he could no longer engage in electrical contracting work outside of EEC. On or about September 27<sup>th</sup>, 2016, Mrs. Fritch and Mr. Bron signed the Amended Operating Agreement.

244. The Operating Agreement, the agreement between Mrs. Fritch and Mr. Bron not to perform electrical contracting work outside of EEC and Amended Operating were binding and enforceable agreements containing offer, acceptance and consideration, *inter alia*, between Mrs. Fritch and Mr. Bron.

245. Upon information and belief, Mrs. Bron has direct knowledge of the Operating Agreement, the agreement between Mrs. Fritch and Mr. Bron not to perform electrical contracting work outside of EEC and Amended Operating Agreement, not only is she Mr. Bron's wife or ex-wife, but she assists Mr. Bron in his unlawful business operations.

246. Upon information and belief, Mrs. Bron is assisting in the fraudulent scheme to divert EEC assets without justification, the reason why, so she can get paid extra money and drive around in a Sajiun Mercedes, *inter alia*, at the expense of Mrs. Fritch.

247. Upon information and belief, Mrs. Bron has assisted Mr. Bron in breaching the Operating Agreement, the agreement between Mrs. Fritch and Mr. Bron not to perform electrical contracting work outside of EEC and Amended Operating Agreement and has therefore has intentionally interfered with the contractual rights of Mrs. Fritch.

248. Upon information and belief, Mr. Sajiun and Sajiun Electric have direct knowledge of the Operating Agreement, the agreement between Mrs. Fritch and Mr. Bron not to perform electrical contracting work outside of EEC and Amended Operating Agreement.

249. Upon information and belief, Mr. Sajiun and Sajiun Electric assist Mr. Bron in his fraudulent scheme to divert EEC assets by: 1) personally and substantially assisting in said diversion of EEC assets; 2) accepting the benefit of the diversion of EEC assets; and 3) compensating Defendants for the diversion of EEC assets, *inter alia*.

250. Upon information and belief, Mr. Sajiun and Sajiun Electric are assisting Mr. Bron in his/their fraudulent scheme without justification, the reason why, so Mr. Sajiun and Sajiun Electric can make millions of extra dollars in profit by diverting EEC assets at the expense of Mrs. Fritch.

251. Upon information and belief, Mr. Sajiun and Sajiun Electric have assisted Mr. Bron in breaching the Operating Agreement, the agreement between Mrs. Fritch and Mr. Bron not to perform electrical contracting work outside of EEC and Amended Operating Agreement and have therefore intentionally interfered with the contractual rights of Mrs. Fritch.

252. Upon information and belief, Mr. Fusco & G&G have direct knowledge of the Operating Agreement, the agreement between Mrs. Fritch and Mr. Bron not to perform electrical contracting work outside of EEC and Amended Operating Agreement.

253. Upon information and belief, Mr. Fusco & G&G assist Mr. Bron, Mr. Sajiun and Sajiun Electric in his/their fraudulent scheme to divert EEC assets by: 1) personally and substantially assisting and participating in said diversion of EEC assets and Mrs. Fritch's share therein; and 2) compensating EEC employees, Mr. Sajiun and Sajiun Electric for said diversion of EEC assets and Mrs. Fritch's share therein, *inter alia*.

254. Upon information and belief, Mr. Fusco & G&G are assisting Mr. Bron in his/their fraudulent scheme without justification, the reason why, so Mr. Fusco & G&G can make millions of extra dollars in profit by diverting EEC assets at the expense of Mrs. Fritch.

255. Upon information and belief, Mr. Fusco & G&G have assisted Mr. Bron in breaching the Operating Agreement, the agreement between Mrs. Fritch and Mr. Bron not to perform electrical contracting work outside of EEC and Amended Operating Agreement and have therefore intentionally interfered with the contractual rights of Mrs. Fritch.

256. Upon information and belief, Cristina, Howard, Sergejs and Intake Electrical have direct knowledge of the Operating Agreement, the agreement between Mrs. Fritch and Mr. Bron not to perform electrical contracting work outside of EEC and Amended Operating Agreement.

257. Cristina was and still is employed by Sajiun Electric, Howard was employed by EEC and Sergejs is still employed by EEC.

258. Upon information and belief, Cristina and Howard are members of Intake Electrical.

259. Upon information and belief, Defendant Intake Electrical was formed by Cristina and Howard with the assistance of Mr. Bron.

260. Upon information and belief, the reason why Cristina, Howard and Sergejs only communicate with Mr. Bron via their personal emails and *vice versa* regarding Intake Electrical is to avoid detection from third parties such as Mrs. Fritch which establishes their knowledge of restrictions placed upon Mr. Bron's ability to perform electrical contracting work outside of EEC.

261. Upon information and belief, Defendants Cristina, Howard, Sergejs and Intake Electrical are assisting Mr. Bron, and Mr. Bron them, without justification, the reason why, so they can get paid extra money, *inter alia*, at the expense of Mrs. Fritch.

262. Upon information and belief, Defendants Cristina, Howard, Sergejs and Intake Electrical have assisted Mr. Bron in breaching the Operating Agreement, the agreement between Mrs. Fritch and Mr. Bron not to perform electrical contracting work outside of EEC and



Amended Operating Agreement and have therefore intentionally interfered with the contractual rights of Mrs. Fritch.

263. Upon information and belief, Defendants Yelena, Arkadiy and Roman have direct knowledge of the Operating Agreement, the agreement between Mrs. Fritch and Mr. Bron not to perform electrical contracting work outside of EEC and Amended Operating Agreement, not only are/were they employees of EEC, but they have personally assisted Mr. Bron, Mr. Sajiun and Sajiun Electric in their unlawful business operations.

264. Upon information and belief, Defendants Yelena, Arkadiy and Roman assist Mr. Bron, Mr. Sajiun, Sajiun Electric, Mr. Fusco and G&G in their fraudulent scheme to divert EEC assets by diverting labor and materials from EEC and assisting in the diversion of labor and materials from EEC.

265. Upon information and belief, Defendants Yelena, Arkadiy and Roman are assisting Mr. Bron, Mr. Sajiun, Sajiun Electric, Mr. Fusco and G&G in their fraudulent scheme to divert EEC assets without justification, the reason why, so they can get paid extra money, *inter alia*, on top of their EEC salaries at the expense of Mrs. Fritch.

266. Upon information and belief, Defendants Yelena, Arkadiy and Roman have assisted Mr. Bron in breaching the Operating Agreement, the agreement between Mrs. Fritch and Mr. Bron not to perform electrical contracting work outside of EEC and Amended Operating Agreement and have therefore intentionally interfered with the contractual rights of Mrs. Fritch.

267. Upon information and belief, Defendants IBNY & 2264 65<sup>TH</sup> STREET are alter egos of Mr. Bron, along with the rest of the Bron Entities, which are managed and controlled by Mr. Bron and Yelena for the purpose of concealing Mr. Bron's unlawful business operations, moving money and hiding assets.

268. Upon information and belief, Defendants IBNY AND 2264 65<sup>TH</sup> STREET have assisted Mr. Bron in breaching the Operating Agreement, the agreement between Mrs. Fritch and Mr. Bron not to perform electrical contracting work outside of EEC and Amended Operating Agreement and have therefore intentionally interfered with the contractual rights of Mrs. Fritch.

269. Upon information and belief, Defendants IBNY AND 2264 65<sup>TH</sup> STREET have assisted Mr. Bron in breaching the Operating Agreement, the agreement between Mrs. Fritch and Mr. Bron not to perform electrical contracting work outside of EEC and Amended Operating Agreement and have therefore intentionally interfered with the contractual rights of Mrs. Fritch.

270. Upon information and belief, the evidence of Mr. Bron's breach of the Operating Agreement, the agreement between Mrs. Fritch and Mr. Bron not to perform electrical contracting work outside of EEC and the Amended Operating Agreement is absolutely compelling, if not conclusive.

271. Upon information and belief, the active and substantial participation and assistance of Defendants have helped Mr. Bron breach the Operating Agreement, agreement not to perform electrical contracting work outside of EEC as of May/June 2011 and the Amended Operating Agreement and have assisted Mr. Bron, Mr. Sajiun and Sajiun Electric and Mr. Fusco and G&G in diverting EEC resources in breach of the Operating Agreement, the agreement between Mrs. Fritch and Mr. Bron not to perform electrical contracting work outside of EEC and Amended Operating Agreement, and have also helped Mr. Bron, Mr. Sajiun, Sajiun Electric, Mr. Fusco and G&G avoid detection by third parties thereby causing millions of dollars in damage to Mrs. Fritch.

272. By reason of the foregoing, Mrs. Fritch has been damaged in the amount of at least \$10,000,000.00. along with punitive damages, attorney's fees, costs and interest thereon.

**AS AND FOR THE EIGHTH CAUSE OF ACTION  
FOR UNJUST ENRICHMENT  
(AS AGAINST ALL DEFENDANTS)**

273. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs “1” through “272” with same force and effect as though more fully set forth at length herein.

274. Mr. Bron has wrongfully diverted certain EEC and Mrs. Fritch’s assets, including but not limited to labor and material, 51% of which was owned by Mrs. Fritch.

275. Mrs. Bron has wrongfully diverted certain EEC and Mrs. Fritch’s assets, including labor and material, 51% of which was owned by Mrs. Fritch, or assisted Mr. Bron, Mr. Sajiun, Sajiun Electric, Mr. Fusco and G&G in doing the same.

276. Mr. Sajiun has wrongfully diverted certain EEC and Mrs. Fritch’s assets, including labor and material, 51% of which was owned by Mrs. Fritch, or assisted Mr. Bron, Sajiun Electric, Mr. Fusco and G&G in doing the same.

277. Sajiun Electric has wrongfully diverted certain EEC and Mrs. Fritch’s assets, including labor and material, 51% of which was owned by Mrs. Fritch, or assisted Mr. Bron, Mr. Sajiun, Mr. Fusco and G&G in doing the same.

278. Mr. Fusco has wrongfully diverted certain EEC and Mrs. Fritch’s assets, including labor and material, 51% of which was owned by Mrs. Fritch, or assisted Mr. Bron, Mr. Sajiun, Sajiun Electric and G&G in doing the same.

279. G&G has wrongfully diverted certain EEC and Mrs. Fritch’s assets, including labor and material, 51% of which was owned by Mrs. Fritch, or assisted Mr. Bron, Mr. Sajiun, Sajiun Electric and Mr. Fusco in doing the same.

280. Defendants Cristina, Howard, Sergejs and Intake Electrical has wrongfully diverted certain EEC and Mrs. Fritch's assets, including labor and material, 51% of which was owned by Mrs. Fritch, or assisted Mr. Bron, Mr. Sajiun, Sajiun Electric, Mr. Fusco and G&G in doing the same.

281. Defendants Yelena, Arkadiy and Roman has wrongfully diverted certain EEC and Mrs. Fritch's assets, including labor and material, 51% of which was owned by Mrs. Fritch, or assisted Mr. Bron, Mr. Sajiun, Sajiun Electric, Mr. Fusco and G&G in doing the same.

282. Defendants IBNY and 2264 65<sup>th</sup> Street has wrongfully diverted certain EEC and Mrs. Fritch's assets, including labor and material, 51% of which was owned by Mrs. Fritch, or assisted Mr. Bron, Mr. Sajiun, Sajiun Electric, Mr. Fusco and G&G in doing the same.

283. The Bron Entities and/or John Doe "1" through "1000" have wrongfully diverted certain EEC assets, including labor and material, 51% of which was owned by Mrs. Fritch, or assisted Mr. Bron, Mr. Sajiun, Sajiun Electric, Mr. Fusco and G&G in doing the same.

284. The diversion, or assistance in diversion, of EEC's assets by Defendants to him/her/themselves has resulted in enrichment, at Mrs. Fritch's expense, and it would be against equity and good conscience to permit Defendants to retain EEC and Mrs. Fritch's assets, 51% of which are owned by Mrs. Fritch, that have wrongfully been diverted.

285. By reason of the foregoing, Mrs. Fritch has been damaged in the amount of at least \$10,000,000.00. along with punitive damages, attorney's fees, costs and interest thereon.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, MAUREEN FRITCH, demands judgment as follows:

- a. On the First Cause of Action for Fraudulent Inducement, rescission of the Operating Agreement and/or Amended Operating Agreement, at least \$10,000,000.00, plus attorney's fees, punitive damages, costs and interest; and
- b. On the Second Cause of Action for Breach of Fiduciary Duty, judgment against Defendant IGOR BRON in the amount of at least \$10,000,000.00, plus attorney's fees, punitive damages, costs and interest;
- c. On the Third Cause of Action for Constructive Trust, judgment against Defendant IGOR BRON in the amount of at least \$10,000,000.00, plus attorney's fees, punitive damages, costs and interest;
- d. On the Fourth Cause of Action for an Accounting, seeking an accounting, an order directing Defendant IGOR BRON to provide an accounting to Mrs. Fritch, as alleged in paragraphs 172-176 herein, and for the appointment of a referee to hear and determine the amount of moneys wrongfully taken by Mr. Bron;
- e. On the Fifth Cause of Action for Aiding and Abetting Fraud, judgment against Defendants RITA BRON, RICHARD SAJIUN, SAJIUN ELECTRIC, INC., JOSEPH FUSCO, G & G ELECTRIC SUPPLY CO. INC., CRISTINA CIOBANU, HOWARD LINDSAY, INTAKE ELECTRICAL CONTRACTING CORP., YELENA PLYUMYANSKAYA, ARKADIY BERDICHEVSKIY, SERGEJS BERLEVS, ROMAN BODNARCHUK, IBNY MANAGEMENT INC., 2264 65TH STREET PROPERTIES, LLC & JOHN DOE "1" THROUGH JOHN DOE "1000," in the amount of at least \$10,000,000.00, plus attorney's fees, punitive damages, costs and interest;

f. On the Sixth Cause of Action for Aiding and Abetting Breach of Fiduciary Duty, judgment against Defendants RITA BRON, RICHARD SAJIUN, SAJIUN ELECTRIC, INC., JOSEPH FUSCO, G & G ELECTRIC SUPPLY CO. INC., CRISTINA CIOBANU, HOWARD LINDSAY, INTAKE ELECTRICAL CONTRACTING CORP., YELENA PLYUMYANSKAYA, ARKADIY BERDICHEVSKIY, SERGEJS BERLEVS, ROMAN BODNARCHUK, IBNY MANAGEMENT INC., 2264 65TH STREET PROPERTIES, LLC & JOHN DOE "1" THROUGH JOHN DOE "1000," in the amount of at least \$10,000,000.00, plus attorney's fees, punitive damages, costs and interest;

g. On the Seventh Cause of Action for Tortious Interference with Contract, judgment against Defendants RITA BRON, RICHARD SAJIUN, SAJIUN ELECTRIC, INC., JOSEPH FUSCO, G & G ELECTRIC SUPPLY CO. INC., CRISTINA CIOBANU, HOWARD LINDSAY, INTAKE ELECTRICAL CONTRACTING CORP., YELENA PLYUMYANSKAYA, ARKADIY BERDICHEVSKIY, SERGEJS BERLEVS, ROMAN BODNARCHUK, IBNY MANAGEMENT INC., 2264 65TH STREET PROPERTIES, LLC & JOHN DOE "1" THROUGH JOHN DOE "1000," in the amount of at least \$10,000,000.00, plus attorney's fees, punitive damages, costs and interest;

h. On the Eighth Cause of Action for Unjust Enrichment, judgment against Defendants in the amount of at least \$10,000,000.00, plus attorney's fees, punitive damages, costs and interest.

Dated: White Plains, New York  
March 30<sup>th</sup>, 2021

**WELBY, BRADY & GREENBLATT, LLP**



By: \_\_\_\_\_

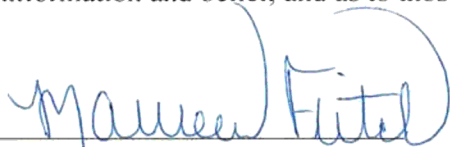
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**VERIFICATION**

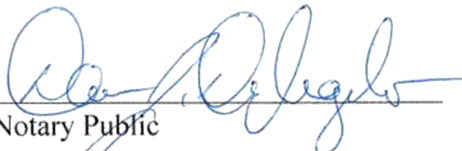
STATE OF NEW YORK            }  
  } SS.:  
COUNTY OF SUFFOLK         }

I, Maureen Fritch, being duly sworn, deposes and says:

That I am the Plaintiff in the within Action. I have read the annexed Verified Complaint in the above matter, know the contents thereof, and the same is true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters, I believe them to be true.

  
\_\_\_\_\_  
MAUREEN FRITCH

Sworn to and subscribed  
this 30<sup>th</sup> day of March  
2021.

  
\_\_\_\_\_  
Notary Public  
State of New York

**Dana J. Di Angelo**  
**Notary Public, State of New York**  
**No. 01D16152485**  
**Qualified in Suffolk County**  
**Commission Expires 09/18/2022**