

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK

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MAUREEN FRITCH,

Plaintiff,

- against -

Index No. 605622/2021

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,  
ARKADY BERDICHEVSKIY, SERGEJS  
BERLEVS, ROMAN BODNARCHUK, IBNY  
MANAGEMENT INC., 2264 65TH STREET  
PROPERTIES, LLC & JOHN DOE "1"  
THROUGH JOHN DOE "1000,"

**PLAINTIFF'S  
AFFIRMATION IN  
SUPPORT**

**(Emerson, J.  
Motion Sequence No. 10)**

Defendants.

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**AUSTIN S. BROWN**, an attorney admitted to the practice of law before the courts of the State of New York, and not a party to the above-entitled case, affirms the following to be true under the penalties of perjury pursuant to CPLR §2106:

1. I am associated with Welby, Brady and Greenblatt, LLP, Counsel for Mrs. Fritch.
2. I make this Affirmation based upon personal knowledge and in Support of Mrs.

Fritch's Motion to Compel Mr. Sajiun and Sajiun Electric to arbitration pursuant to CPLR Article 75, applicable case law and the inherent powers of the Court. If the Motion is granted, Mrs. Fritch also seeks a stay under CPLR §2201 of the balance of this Action (except the pending appeal bearing 2<sup>nd</sup> Department Index No. 2021-08989) and the G&G Action, Possess Action and Subsequent G&G Actions pending the outcome of the arbitration (*see* currently pending Motion Sequence No. 4). The viability of claims and defenses turns, largely, on the findings of the arbitrator as it relates to Mr. Bron.

3. Defendants pretend as if an arbitration against Mr. Bron, individually, can afford Mrs. Fritch complete relief and as if this Action is neither proper nor necessary. This is a fallacy. Had Defendants properly Moved to Compel Arbitration earlier, instead of frivolously seeking dismissal pursuant to CPLR §3211(5) three times, then these issues would have been resolved months ago.

### INTRODUCTION

4. There are five limited exceptions to compel a non-signatory to arbitration and three of them easily apply herein: 1) alter-ego/piercing the corporate veil (bad faith/abuse of corporate form); 2) estoppel (knowingly deriving substantial benefits from agreement); and 3) agency (authority to bind non-signatory as partner). Given the below unique facts and circumstances, which are established with overwhelming evidence, this Court can easily compel Mr. Sajiun and Sajiun Electric to arbitration with Mrs. Fritch and Mr. Bron.

### BACKGROUND

5. Sajiun Electric is a New York electrical contractor, it is **not** in the Union, and its President is Mr. Sajiun. Sajiun Electric's formal ownership structure *on paper* is unknown, and despite very serious allegations in this regard, Defendants have remained silent on the issue.

6. Mr. Bron is a longtime friend of Mr. Sajiun's. Between 2002-2003, Mr. Bron was employed as a project manager, estimator, and electrician for Sajiun Electric. While working for Sajiun Electric, he met Mrs. Fritch on a certain construction Project, and they decided to start their own electrical contracting company, EEC.

7. EEC was incorporated in 2003 as a certified Women Owned Business Enterprise. An operating agreement was signed by Mrs. Fritch and Mr. Bron in January 2004 which allowed the Parties to perform electrical contracting work outside of EEC ("**Operating Agreement**"). A

copy of the Operating Agreement is attached as **Exhibit 1**. At the time, EEC was **not** a Union Contractor. Mrs. Fritch was and is the Managing Member of EEC with a 51% ownership interest and Mr. Bron was and is the Minority Member of EEC with 49% ownership interest. Crucially, Mrs. Fritch is not an electrician, Mr. Bron is EEC's master electrician.

8. After the financial crisis in or around 2008, EEC's work began to dry-up, so Mrs. Fritch and Mr. Bron decided to make EEC a Union Contractor. It is irrefutable that EEC, Mrs. Fritch and Mr. Bron became Union Contractors in May/June 2011 and that the Operating Agreement was not amended at that time. It is also irrefutable that Mr. Bron is EEC's licensee under the collective bargaining agreement. In fact, EEC and Mrs. Fritch could **not** even join the Union without Mr. Bron as he was and is EEC's licensee.

9. On September 27<sup>th</sup>, 2016, the Operating Agreement was formally amended ("**Amended Operating Agreement**"). A copy of the Amended Operating Agreement is attached as **Exhibit 2**. The most important sections of the Amended Operating Agreement for the purposes of this Motion are emphasized as follows (Exhibit 2; pg. 6):

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.

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.

10. It is very clear that under the Amended Operating Agreement Mr. Bron could not perform electrical contracting work outside of EEC<sup>1</sup> without Mrs. Fritch's written permission with Mr. Bron even promising that his own men in Defendants ROMAN BODNARCHUK and SERGEJS BERLEVS would not be using their electrical licenses for non-EEC purposes either.

11. Equally important for the purposes of this Motion is the arbitration provision in the Amended Operating Agreement which is "[w]ith respect to the entire subject matter of any and all disputes relating to or arising under this Agreement. . ." (Exhibit 2; pg. 20).

### **THE SCHEME**

12. Mrs. Fritch's EEC office, known as the "**Administrative Office**," is located in Suffolk County, New York, where she manages EEC's contract and business administration, etc. Mrs. Fritch and the Administrative Office run the business itself and tender payment to vendors and subcontractors on behalf of EEC relying on the information conveyed to EEC by its electricians in the field, many of whom are Defendants. Mr. Bron's EEC office, known as the "**Field Office**," is located in Brooklyn, New York, where Mrs. Fritch does not have an office.

13. Right after Mr. Bron signed the Amended Operating Agreement, EEC's projects began floundering and the company started hemorrhaging money. Now, EEC is almost insolvent. After years of declining profitability and several red-flags, Mrs. Fritch began growing very suspicious of Mr. Bron, and instructed the Administrative Office to enact certain vendor invoicing controls to protect EEC in or around 2020. After an email was sent from the Administrative Office

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<sup>1</sup>AIRD, Inc. was supposed to be a defined benefit plan for Mr. Bron, it has since been dissolved, and it has also been revealed as a "slush fund" funneling hundreds of thousands of dollars if not millions from Sajiun Electric and others to Defendants and their many corporate entities (*see* Attachment Motion at Motion Sequence No. 3 and Exhibit 4 (at Exhibit 2) herein).

to the Field Office attempting to enforce these new invoicing practices and procedures, Mr. Bron simply tried to walk away from EEC in late October 2020.

14. In or around November/December 2020, Mrs. Fritch began monitoring her employees at the Field Office from the Administrative Office. Thereafter, suspected foul play was uncovered almost immediately which prompted Mrs. Fritch to hire private investigators to monitor certain Defendants. Through an ongoing investigation, it has been discovered that throughout the entirety of Mr. Bron's relationship with Mrs. Fritch in EEC, he has secretly and truly been "silent partners"<sup>2</sup> with Mr. Sajiun.

15. EEC employees HOWARD LINDSAY, YELENA PLYUMYANSKAYA, ARKADIY BERDICHEVSKIY, SERGEJS BERLEVS and ROMAN BODNARCHUK all secretly worked for Sajiun Electric while also employed full-time by EEC and working directly under Mr. Bron. If Mrs. Fritch truly managed the field or the Field Office, then Defendants would have never been able to get away with their gross misconduct.

16. The Record even establishes that Defendant RITA BRON ("**Mrs. Bron**") is or was employed by Sajiun Electric for years after the Amended Operating Agreement was signed. Mrs. Bron is Mr. Bron's wife and a nurse by trade. Her real position with Sajiun Electric, if any, is unknown, but it is argued that her employment is a sham. Sajiun Electric even provides "her" with a luxury company car in a Mercedes Benz SUV.

17. At the time the Amended Operating Agreement was signed, Mr. Bron and Mr. Sajiun were secretly partners, or "silent partners," in Sajiun Electric and the only people that knew about this dynamic were insiders such as the named Defendants and certain third parties. Mr. Bron

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<sup>2</sup>To the outside world, Mr. Bron is not affiliated with Sajiun Electric, to insiders, Mr. Bron is boss.

was successful for years in keeping this relationship a secret, concealed from both Mrs. Fritch and the Union. However, his schemes are finally being uncovered, he has clearly been caught, and now we are all here today.

18. The evidence suggests that Mr. Bron and Mr. Sajiun of Sajiun Electric used Mr. Bron of EEC to pillage EEC for its assets and corporate opportunities until the company was run into the ground. With Mr. Bron receiving compensation elsewhere for destroying his own company, this was done all at Mrs. Fritch's expense, Defendants intended to and did strip her equity in EEC. Other than Mr. Bron, nobody profited more from this unique dynamic and scheme than Mr. Sajiun and Sajiun Electric. Now, EEC is virtually insolvent, and Mrs. Fritch's equity has been stripped while Mr. Bron (or more likely, a Bron Entity shell company) is shopping for multimillion dollar beach front properties in Florida right now (*see* Exhibit 4 at Memorandum of Law in Support of Renewal).

**MR. BRON & MR. SAJIUN ARE PARTNERS & MR. BRON IS A  
PRINCIPAL IN SAJIUN ELECTRIC AS ESTABLISHED BY ADMISSION**

19. Defendants contend as follows in their Reply Memorandum of Law in Further Support of Motion to Dismiss filed yesterday (NYSCEF Doc. No. 254; pg. 16/20):

“Nothing in the complaint alleges anything of the sort because no such partnership exists and there is no good faith basis to allege otherwise.<sup>3</sup> Nor is there any legal precedent where, based only on the say-so of a plaintiff, a court held that two or more defendants formed a legal partnership. . . (emphasis added).

20. Let us look at reality: 1) The partnership was not discovered until after the Verified Complaint was filed as this investigation is extensive and ongoing or this obviously would have been alleged; and 2) All of the evidence comes straight from Defendants and it is beyond clear and

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<sup>3</sup> Mrs. Fritch does not need to Move to Amend at this time, because: 1) This Motion to Compel should be granted likely obviating the need to amend; or 2) A stay should be issued pending the arbitration at which point Mrs. Fritch will Move to Amend thereafter if needed.

convincing, it is overwhelming. For example, Mr. Bron is secretly partners with Mr. Sajiun in Sajiun Electric as established by three explicit party admissions. Mr. Bron tasked Defendant YELENA PLYUMYANSKAYA (“**Yelena**”) with managing all his non-EEC businesses whether that be electrical contracting or real estate development. Yelena was EEC’s office administrator working under Mr. Bron at the Field Office. Mr. Bron tries to label her as a “personal assistant,” but she was a member of the Union (where no such “personal assistant” position exists), and a full-time EEC employee before being terminated for cause by Mrs. Fritch.

21. Attached as **Exhibit 3** is a character reference email string found on Yelena’s EEC computer and an excerpt from the Fusco Affidavit:

- a. Exhibit 3 (pg. 1) is an admission from Yelena that Mr. Bron is Mr. Sajiun’s partner;
- b. Exhibit 3 (pg. 3) is an admission from Mr. Sajiun that he is Mr. Bron’s partner.

22. That is not all, EEC had an electrical supply house as its virtually exclusive vendor, Defendant G & G ELECTRIC SUPPLY CO. INC. (“**G&G**”). Mr. Bron’s contact point from G&G was its President JOSPEH FUSCO (“**Mr. Fusco**”), who is also listed as a character reference and friend by Mr. Bron just like Mr. Sajiun (Exhibit 3; pg. 4). G&G is a Union Vendor, Mr. Fusco/G&G knew exactly what was going on with this scheme and it was only after they got caught facilitating the diversion of EEC assets at Mrs. Fritch’s expense that Mr. Fusco made the following admission attempting to distance himself from Mr. Bron (Exhibit 3; pg. 6):

5. Upon information and belief, Bron is a principal of Sajiun.

23. Mr. Bron was secretly a partner to Mr. Sajiun before the Amended Operating Agreement was signed, during signing and is secretly a principal of Sajiun Electric after the Amended Operating Agreement was signed. However, this goes far beyond simple party

admission. Mrs. Fritch has submitted proof that millions of dollars were diverted from EEC at Mrs. Fritch's expense by Mr. Bron of EEC to Mr. Bron and Mr. Sajiun of Sajiun Electric.

**MR. BRON & MR. SAJIUN ARE PARTNERS & MR. BRON IS A  
PRINCIPAL IN SAJIUN ELECTRIC AS ESTABLISHED BY THE EVIDENCE**

24. This matter is exceedingly complicated as a matter of fact and law, supporting Mrs. Fritch's extreme allegations requires serious substantiation and the Record is extensive for this reason. The Court knows the facts and has seen the evidence at this point over-and-over again. Accordingly, Mrs. Fritch attaches Exhibits 2, 5, 6, 12, 17, 29 and 42 from her Attachment Motion (Motion Sequence No. 3), along with the accompanying Memorandum of Law as **Exhibit 4**, as a sampling of what Mrs. Fritch has already established with overwhelming evidence.

25. The Attachment Motion was denied for several reasons, but that does not mean that Mrs. Fritch has not made a substantial showing therein: Mr. Bron and Mr. Sajiun are partners, Mr. Bron is a principal of Sajiun Electric and, most importantly for the purposes of this Motion, Mr. Sajiun/Sajiun Electric have derived substantial benefits from the operating agreements.

26. Exhibit 4 at Exhibit 2 shows upwards of \$1,904,898.00 flowing directly and indirectly (through Bron Entities) from Sajiun Electric to a general contractor (which Mr. Bron also appears to have an interest in) for the benefit of Mr. and Mrs. Bron's residence (which was subsequently transferred to a trust with beneficiary's unknown).<sup>4</sup>

27. Exhibit 4 at Exhibit 5 shows Mr. Bron clearly and obviously diverting an EEC project to Sajiun Electric using EEC's very own employees.

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<sup>4</sup>Exhibit 4 at Exhibit 12 substantiates the Exhibit 2 spreadsheet. The monies were paid by Sajiun Electric to Mr. Bron indirectly through fraudulent invoicing; it is a perfect match.

28. Exhibit 4 at Exhibit 6 is by far one of the most important Exhibits in this Action. These are invoices from Defendant IBNY MANAGEMENT INC., which show: 1) How Mr. Sajiun secretly compensates Mr. Bron for EEC diversion and Sajiun Electric work (often times, one-in-the-same); 2) How Mr. Bron diverts corporate opportunities from EEC to Sajiun Electric (MCC Theater Project at pg. 5); 3) How Mr. Bron diverts EEC labor for the benefit of Sajiun Electric as EEC employees are performing this work; and 4) Very importantly, as time went on, the amounts therein increase substantially after the Amended Operating Agreement was signed from tens of thousands to hundreds of thousands.

29. Exhibit 4 at Exhibit 29 shows an invoice from the 10/18 Richmond Projects, 10 Richmond was supposed to be EEC, and 18 Richmond was supposed to be Sajiun Electric. Instead, Mr. Bron secretly ran two crews at once for both projects and fraudulently charged materials to EEC that were diverted to Sajiun Electric (not to mention, the diverted EEC labor).

30. Exhibit 4 at Exhibit 42 shows Mr. Bron, Mr. Sajiun and Sajiun Electric transferring formal ownership of yet another electrical contractor, BSI Electric, Inc., from one proxy (Yelena) to another (Defendant CRISTINA CIOBANU) right after the Amended Operating Agreement was signed by Mr. Bron. Clearly, Mr. Sajiun and Sajiun Electric had full knowledge of Mr. Bron's restrictions under the Amended Operating Agreement. Right after signing, these projects were transferred from "BSI Electric, Inc." (owned by Mr. Bron/Mr. Sajiun through proxy) to Mr. Bron/Mr. Sajiun of Sajiun Electric.

31. Lastly, attached as **Exhibit 5** are excerpts from the Verified Complaint and some of the Exhibits attached thereto:

- a. Mr. Bron has a Sajiun Electric credit card, desk and is included on Sajiun Electric company emails from Mr. Sajiun;

- b. Mr. and Mrs. Bron are provided with a luxury car from Sajiun Electric in a Mercedes Benz SUV;
- c. Mr. Bron is visiting Sajiun Electric projects which have since been discovered as diverted from EEC to Sajiun Electric; and
- d. Mrs. Bron, a nurse, receives full-time salary from Sajiun Electric for her “role” at Sajiun Electric, which is unknown, but likely a sham and yet another form of improper compensation to Mr. Bron.

32. This is only a sampling, the Record herein is extensive, and there are literally thousands of pieces of evidence not before the Court or in the Record. This is beyond clear-and-convincing evidence. Mr. Sajiun and Sajiun Electric have derived millions of dollars in benefits from Mr. Bron’s relationship with Mrs. Fritch in EEC all of which stems from the operating agreements.

#### **THE ARBITRATION & SAJIUN ELECTRIC**

33. This Court should compel Mr. Sajiun and Sajiun Electric to an arbitration captioned MAUREEN FRITCH v. IGOR BRON (American Arbitration Association Case No. 01-21-0017-5933) (the “**Arbitration**”).

34. After many months of delay and confusion caused by Defendants’ consistent filing of frivolous CPLR §3211(5) motions (three of them to be exact), Mrs. Fritch filed her Demand for Arbitration against Mr. Bron on November 30<sup>th</sup>, 2021. Mr. Bron’s Motion to Compel and Dismiss (Motion Sequence No. 5) is moot and his Counsel frivolously refused to withdraw it.

35. After making several informal demands, on December 17<sup>th</sup>, 2021, Mrs. Fritch made a formal demand upon Mr. Sajiun and Sajiun Electric to join Mrs. Fritch and Mr. Bron in the Arbitration as Respondents, which was denied, and is attached as **Exhibit 6**. The reasons why Mr. Sajiun and Sajiun Electric should be compelled to arbitration with Mrs. Fritch and Mr. Bron are as follows:

- a. Before, during and after the Amended Operating Agreement was signed, Mr. Bron and Mr. Sajiun were secretly partners and Mr. Bron was a principal of Sajiun Electric;
- b. Mr. Sajiun and Sajiun Electric obviously knew about Mr. Bron's relationship with Mrs. Fritch, Sajiun Electric only communicated with Mr. Bron via his personal email (not his EEC email) and EEC is a Union Contractor and Sajiun Electric is not;
- c. Mr. Bron and Mr. Sajiun have routinely abused the corporate form. In fact, they refuse to even address Sajiun Electric's ownership structure or attach its operating agreement. They even started other electrical contracting entities such as Defendant INTAKE ELECTRICAL CONTRACTING CORP. with EEC and Sajiun Electric employees; and
- d. Mr. Sajiun and Sajiun Electric have wrongfully derived millions of dollars in benefits from the Amended Operating Agreement (and Operating Agreement).

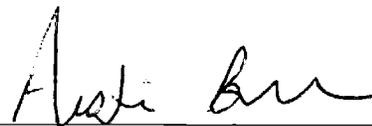
36. Mr. Bron, Mr. Sajiun and Sajiun Electric are the chief wrongdoers here and they are partners and principals of Sajiun Electric. Compelling Mr. Sajiun and Sajiun Electric to arbitration gives Mrs. Fritch the chance to be made whole and, if that happens, maybe this Action can be discontinued thereafter.

### CONCLUSION

37. As shown in the accompanying Memorandum of Law, a showing above-and-beyond what is required in TNS Holdings, Inc. v. MKI Sec. Corp., 92 N.Y.2d 335, 340, 703 N.E.2d 749, 751 (1998) has been made herein, Mr. Sajiun and Sajiun Electric are not just proper parties to the arbitration, but necessary.

38. It is respectfully requested that this Court: 1) Compel Mr. Sajiun and Sajiun Electric to the Arbitration with Mrs. Fritch and Mr. Bron; 2) Consolidate all pending actions including the G&G Action, Posses Action and Subsequent G&G Actions (see Motion Sequence No. 4); and 3) Then stay all pending actions, except the pending appeal bearing 2<sup>nd</sup> Department Index No. 2021-08989 until the Arbitration is complete and an Award is issued.

Dated: White Plains, New York  
December 23, 2021

A handwritten signature in black ink, appearing to read "Austin Brown", written over a horizontal line.

Austin S. Brown, Esq.

**CERTIFICATION OF  
WORD COUNT SPECIFICATIONS**

I hereby certify, pursuant to 22 NYCRR 202.8-b (a) (b) and (c), that the foregoing computer generated Affirmation was prepared using a proportionally spaced typeface as follows:

Specifications:

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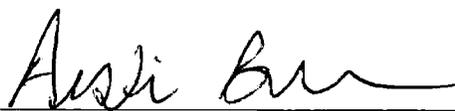
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Word Count: The total number of words in this Affirmation, inclusive of point headings and footnotes if applicable, and exclusive of the pages containing the caption and signature block is 3162 words, which is in compliance with the word count limit.

Dated: White Plains, New York  
December 23, 2021

**WELBY, BRADY & GREENBLATT, LLP**

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