

ANSWERING THE FIRST CAUSE OF ACTION

(Declaratory Judgment)

5. Repeat and reallege each of the foregoing allegations with respect to paragraph 39 of the Complaint as if set forth fully herein.

6. Deny each and every allegation set forth in paragraphs 40, 42, 44, 45 and 46 of the Complaint.

7. Deny each and every allegation set forth in paragraphs 41 and 43 of the Complaint and refer all questions concerning any writing, to said writing, which speaks for itself, subject to rules of construction, admissibility and other provisions of law.

8. Admit that upon the death of David Sebrow (“David”), Betty, in her capacity as Executor of the Estate, became the holder of David’s former shares of stock of Plaintiff Worbes Corporation (“Worbes”), constituting 50% of Worbes’ issued and outstanding shares, by operation of law under [New York Estates, Powers, and Trusts Law \(“EPTL”\) § 13-1.1](#), and pursuant to relevant New York decisional law; further admit that upon the death of David, Betty, in her capacity as Executor of the Estate, became entitled to vote David’s former shares of stock of Worbes, constituting 50% of Worbes’ issued and outstanding shares, by operation of law under [New York Business Corporation Law \(“BCL”\) § 612 \(c\)](#), and pursuant to relevant New York decisional law; and otherwise refer all questions in paragraph 41 of the Complaint concerning any writing, to said writing, which speaks for itself, subject to rules of construction, admissibility and other provisions of law.

ANSWERING THE SECOND CAUSE OF ACTION

(Tortious Interference with Prospective Business Relations)

9. Repeat and reallege each of the foregoing allegations with respect to paragraph 47 of the Complaint as if set forth fully herein.

10. Deny each and every allegation set forth in paragraphs 48, 49, 50, and 51 of the Complaint.

ANSWERING THE THIRD CAUSE OF ACTION

(Abuse of Process)

11. Repeat and reallege each of the foregoing allegations with respect to paragraph 52 of the Complaint as if set forth fully herein.

12. Deny each and every allegation set forth in paragraphs 53, 54, 55, and 56 of the Complaint

ANSWERING THE FOURTH CAUSE OF ACTION

(Malicious Prosecution / Abuse of Process)

13. Repeat and reallege each of the foregoing allegations with respect to paragraph 63 of the Complaint as if set forth fully herein.

14. Deny each and every allegation set forth in paragraphs 58, 59, 60, 61, and 62 of the Complaint.

ANSWERING THE FIFTH CAUSE OF ACTION

(Breach of Fiduciary Duty)

15. Repeat and reallege each of the foregoing allegations with respect to paragraph 57 of the Complaint as if set forth fully herein.

16. Admit that Plaintiff Zvi Sebrov owns only 50% of the shares of stock of Worbes, and otherwise deny the allegations set forth in paragraph 64 of the Complaint.

17. Admit that upon the death of David, Betty, in her capacity as Executor of the Estate, became the holder of David's former shares of stock of Worbes, constituting 50% of Worbes' issued and outstanding shares, by operation of law under [EPTL § 13-1.1](#), and pursuant to relevant New York decisional law, and otherwise deny the allegations set forth in paragraph 64 of the Complaint.

18. Admit that upon the death of David, Betty, in her capacity as Executor of the Estate, became entitled to vote David's former shares of stock of Worbes, constituting 50% of Worbes' issued and outstanding shares, by operation of law under BCL § 612 (c), and pursuant to relevant New York decisional law, and otherwise deny the allegations set forth in paragraph 65 of the Complaint.

19. Deny each and every allegation set forth in paragraphs 66, 67, 68, 69, and 70 of the Complaint.

AFFIRMATIVE DEFENSES

As separate and distinct defenses to the Complaint, Defendants, without conceding that they bear the burden of proof as to any of them, allege the following defenses and also give notice that they intend to rely upon such other and further affirmative defenses as may become available during discovery in this action and reserve the right to amend their Answer to assert any such defenses.

FIRST AFFIRMATIVE DEFENSE

20. Plaintiffs' claims are barred, in whole or in part, under the doctrine of estoppel, including without limitation, judicial estoppel. Among other things, Plaintiff Zvi Sebrow ("Zvi") obtained a legal ruling in his favor in the prior action captioned *Betty Sebrow v Zvi Sebrow, et al.*, Supreme Court, Bronx County, Index No. 33784/2019E, wherein the Court, in a Decision and Order of the Hon. Mary Ann Brigantti, dated on or about May 19, 2022, denied Defendants' motion for leave to reargue, to renew, and to amend their pleading based upon the following factual representation and assurance Zvi made to the Court in a Memorandum of Law dated March 25, 2022: "[David]'s estate holds a 50% interest in the proceeds of the underlying building. The estate will get its proper share (less expenses).

SECOND AFFIRMATIVE DEFENSE

21. Plaintiffs' claims are barred, in whole or in part, by the doctrine of laches.

THIRD AFFIRMATIVE DEFENSE

22. Plaintiffs' claims are barred, in whole or in part, by the doctrine of waiver.

FOURTH AFFIRMATIVE DEFENSE

23. Plaintiffs' claims are barred, in whole or in part, by the doctrine of ratification.

FIFTH AFFIRMATIVE DEFENSE

24. Plaintiffs' claims are barred, in whole or in part, by the doctrine of unclean hands.

SIXTH AFFIRMATIVE DEFENSE

25. Plaintiffs' claims are barred, in whole or in part, by the doctrine of setoff.

SEVENTH AFFIRMATIVE DEFENSE

26. Plaintiffs' claims are barred, in whole or in part, by Zvi's own bad faith.

EIGHTH AFFIRMATIVE DEFENSE

27. Plaintiffs' claims are barred, in whole or in part, by Zvi's own wrongful acts, breaches, and culpable conduct.

NINTH AFFIRMATIVE DEFENSE

28. Plaintiffs fail to allege one or more claims with requisite particularity.

TENTH AFFIRMATIVE DEFENSE

29. Defendants did not owe, nor breach, any applicable duty to Plaintiffs.

ELEVENTH AFFIRMATIVE DEFENSE

30. To the extent that Plaintiffs sustained any alleged damages, which Defendants deny, it was caused solely by Zvi's own culpable conduct, wrongdoing, negligence, lack of care, breaches,

omissions, and failure to act.

TWELFTH AFFIRMATIVE DEFENSE

31. Zvi's conduct was *ultra vires* and done without proper corporate authority, including without limitation, lawful approval of Worbes' board of directors and/or shareholders.

THIRTEENTH AFFIRMATIVE DEFENSE

32. Defendants did not cause Plaintiffs any harm or damages whatsoever.

FOURTEENTH AFFIRMATIVE DEFENSE

33. Plaintiffs failed to mitigate their alleged damages, if any.

FIFTEENTH AFFIRMATIVE DEFENSE

34. Plaintiffs would be unjustly enriched if allowed to recover on any of their claims.

SIXTEENTH AFFIRMATIVE DEFENSE

35. Plaintiffs' claims are barred, in whole or in part, for failure to join necessary and/or indispensable parties.

SEVENTEENTH AFFIRMATIVE DEFENSE

36. Plaintiffs' claims are barred, in whole or in part, for lack of standing and/or capacity to sue.

EIGHTEENTH AFFIRMATIVE DEFENSE

37. Plaintiffs' claims are barred, in whole or in part, for failure to sufficiently allege, and inability to show, pre-suit demand or demand futility.

NINETEENTH AFFIRMATIVE DEFENSE

38. Plaintiffs' claims are barred, in whole or in part, for failure to comply with contractual conditions precedent to suit.

TWENTIETH AFFIRMATIVE DEFENSE

39. Plaintiffs' claims are barred, in whole or in part, for failure to comply with statutory conditions precedent to suit, including without limitation, under [BCL § 626](#).

TWENTY-FIRST AFFIRMATIVE DEFENSE

40. Plaintiffs' claims are barred, in whole or in part, by the applicable statute(s) of limitations.

TWENTY-SECOND AFFIRMATIVE DEFENSE

41. The stock transfer restriction in Section 6 of the Shareholders' Agreement, to the extent it could be interpreted as resulting in loss, surrender, or forfeiture of a shareholder's shares of stock of Worbes in the event of an attempted transfer in violation thereof without payment of any consideration for such shares is unreasonable, unenforceable, and void as against public policy.

COUNTERCLAIMS

The Estate, as and for its Counterclaims against Zvi and Worbes, alleges as follows:

FIRST COUNTERCLAIM

(Declaratory Judgment)

42. Worbes is a New York corporation incorporated in or around 1947.

43. Worbes is a family-owned business, founded and owned for the entirety of its existence by the Sebrow family.

44. The name "Worbes" is an anagram of the name "Sebrow."

45. Worbes is a real-estate holding company whose principal asset, until it was sold by Zvi over the objection of Betty and the Estate in 2022 for an alleged price of \$5.5 million, was a parcel of commercial real property at 815 East 135th Street, Bronx, New York 10454 (the

“Building”).

46. Until 2017, the two shareholders of Worbes were David and Zvi, who each owned 50% of the issued and outstanding shares of stock of Worbes.

47. Decades earlier, on or about January 2, 1997, the shareholders of Worbes, including David and Zvi, adopted a written Shareholders’ Agreement.

48. Pursuant to the Shareholders’ Agreement, shareholders were permitted to make a “testamentary disposition” of stock to each shareholder’s “issue,” a term of art meaning children.

49. The Shareholders’ Agreement’s stock transfer restriction, Section 6, states, in its entirety:

6 - No stockholder of S&S, Worbes and WLC shall sell, transfer, assign, mortgage, hypothecate his shares in any of said corporations or enter into any agreement as the result of which some third party shall become a stockholder in any of said corporations without the unanimous consent of all the other stockholders with the sole exception that any stockholder may make a testamentary disposition of his shares to his issue in which event his issue shall own the shares of his deceased father but subject nevertheless to the terms and conditions contained in this agreement. Any other attempted transfer or disposition of such shares shall be a nullity and unenforceable.

50. The stock transfer restriction in Section 6 of the Shareholders’ Agreement does not address, however, and certainly does not prohibit, involuntary, by-operation-of-law transfers of stock to the personal representative of a deceased shareholder’s estate for the purposes of administration of the estate, including without limitation, redemption of the decedent’s stock by Worbes or the surviving shareholder(s) and collection of payment therefor by the estate’s personal representative for ultimate distribution to the estate’s beneficiaries.

51. The stock transfer restriction in Section 6 of the Shareholders' Agreement does not address, however, and certainly does not provide, that an attempted testamentary disposition of stock to a person other than the shareholder's "issue" in contravention of the stock transfer restriction shall result in the total "forfeiture" or loss of the estate's right to redemption of the decedent's stock by Worbes or the surviving shareholder(s) and payment therefor for ultimate distribution to the estate's beneficiaries.

52. Under New York law, corporate stock is included as an asset in the deceased shareholder's estate.

53. Under EPTL § 13-1.1, every species of personal property, including shares of corporate stock, pass to the personal representative of the decedent's estate immediately upon death by operation of law.

54. Under New York, upon a shareholder's death, his or her estate becomes the owner of the decedent's shares of corporate stock inasmuch as they pass to the executor as personal property by operation of law.

55. Under New York law, a restriction concerning a 'transfer' of stock has generally been held not to include the passing of title by operation of law through a personal representative to the distributees or beneficiaries of a deceased stockholder.

56. Under New York law, even if the shareholders of a corporation have entered into an agreement restricting or prohibiting transfers of stock, such an agreement is ineffective to bind the personal representative of an estate, and does not apply to a transfer by operation of law, *i.e.*, the transfer to the deceased shareholder's estate when he died," unless the shareholders' agreement contains language explicitly prohibiting stock transfers "by operation of law or otherwise," or words

to that effect.

57. Here, the Shareholders' Agreement contained no such language, and was, therefore, ineffective to prohibit a by-operation-of-law transfer of David's stock to the Estate for purposes of redemption by either Worbes or Zvi in consideration for payment to the Estate for the value of those shares for ultimate distribution to the Estate's beneficiaries

58. Upon the by-operation-of-law transfer of stock to the personal representative of a deceased shareholder's estate, the personal representative has standing to sue derivatively on behalf of the corporation.

59. Upon the by-operation-of-law transfer of stock to the personal representative of a deceased shareholder's estate, the personal representative has standing to sue to judicially dissolve the corporation.

60. Upon the by-operation-of-law transfer of stock to the personal representative of a deceased shareholder's estate, the personal representative has standing to inspect, and to demand in litigation, "discovery of the corporation's books and records.

61. Pursuant to [BCL § 612 \(c\)](#), immediately upon the by-operation-of-law transfer of stock upon death of a shareholder, the shares held by an administrator, executor, guardian, conservator, committee, or other fiduciary" of the deceased shareholder's estate may be voted by him, either in person or by proxy, without transfer of such shares into his or her name.

62. Pursuant to [BCL § 612 \(c\)](#), upon the death of a shareholder, the right to vote the stock passed to his personal representatives because his estate succeeds him in the title to and the rights in any stock which he held at the time of his decease.

63. Under New York law, where a shareholder's stock is subject to a stock transfer

restriction or buy-sell agreement upon death, the corporation or surviving shareholder(s) must exercise its right to redeem the shares held by decedent's estate in a timely manner through the payment of cash consideration to the estate, otherwise the corporation or surviving shareholder(s) will have waived or abandoned the agreement.

64. Unless or until the corporation or surviving shareholder(s) redeem a deceased shareholder's stock by paying his or her estate for those shares, the assets of a corporation preponderantly owned by a decedent are those of his estate for all administrative purposes."

65. Unless or until the corporation or surviving shareholder(s) redeem a deceased shareholder's stock by paying his or her estate for those shares, the estate of the deceased shareholder has an undivided interest in the surplus of assets over liabilities which is ordinarily represented by [the] certificates.

66. Where a corporation owned by two co-equal shareholders sells its principal asset, a parcel of real property, each shareholder (or his estate) is entitled to 50% of the net proceeds of the sale of the real property in question.

67. On or about May 29, 2017, David died.

68. In his Last Will and Testament, David attempted to bequeath his shares of stock of Worbes to Betty, individually.

69. Because David's attempted residuary bequest of his shares of stock of Worbes to Betty, individually, conflicted with the stock transfer restriction in Section 6 of the Shareholders' Agreement, the attempted residuary bequest lapsed and David's shares devolved to and became property of his Estate for purposes of administration and distribution pursuant to the rules of intestacy in [EPTL § 4-1.1](#).

70. On or about July 10, 2017, Hon. Margaret C. Reilly, Surrogate's Court, Nassau County, issued Letters Testamentary to Betty to serve as Executor of the Estate.

71. Pursuant to the many rules of law alleged above, upon her appointment as Executor of the Estate, Betty became the holder of David's former shares of stock of Worbes, entitled to exercise all of the legal rights and privileges attendant to such shareholder status, the Estate became entitled to payment through a stock redemption by either Worbes or Zvi for David's former shares of stock, and the Estate became entitled to payment for half of the proceeds of the sale of Worbes' assets, including the Building, by operation of law.

72. Despite all of the foregoing, Zvi has refused to acknowledge the Estate's rights as shareholder of Worbes, including the Estate's right to payment for David's former shares of stock of Worbes, and the Estate's right to payment for half of the proceeds of the sale of Worbes' assets, including the Building.

73. There is an actual, justiciable controversy, a genuine, concrete dispute between adverse parties, concerning their respective rights in and to Worbes, its assets, and the proceeds therefrom.

74. Therefore, pursuant to [CPLR § 3001](#), the Court should issue a declaratory judgment declaring as follows:

- i. The stock transfer restriction in Section 6 of the Shareholders' Agreement did not contemplate or address, and therefore, was ineffective to prohibit or defeat, involuntary, by-operation-of-law transfers of shares of stock of Worbes upon the death of a shareholder to his or her estate, including without limitation, the transfer of David's shares to the Estate by operation of law due to the failure of David's attempted residuary bequest of his shares

- of stock of Worbes to Betty, individually;
- ii. Notwithstanding Section 6 of the Shareholders' Agreement, which only addressed attempted voluntary transfers of stock by a shareholder, upon the death of David, his shares of stock of Worbes, constituting 50% of the issued and outstanding shares of stock or Worbes, became property of the Estate by operation of law;
 - iii. Unless and until Worbes or Zvi redeem from the Estate David's former shares of stock of Worbes, Betty, in her capacity as Executor of the Estate, Betty is entitled to vote David's shares of stock of Worbes, constituting 50% of the issued and outstanding shares of stock or Worbes, to participate in the management and affairs of Worbes in her capacity as holder on behalf of the Estate of 50% of Worbes' issued and outstanding shares, and to exercise all of the other legal rights and privileges attendant to shareholder status, including without limitation, the right to sue derivatively on behalf of Worbes, to sue for judicial dissolution, and to discovery and inspection of Worbes' books and records;
 - iv. The Estate is entitled to be paid for the redemption by either Worbes or Zvi of David's former 50% stock interest in Worbes in an amount to be determined at trial;
 - v. The Estate is entitled to be paid by either Worbes or Zvi for 50% of the proceeds of the sale or liquidation of any of the assets of Worbes in an amount to be determined at trial, including without limitation, the Building, and the Estate is specifically entitled to half of the more than \$4 million currently on deposit with the Court, constituting the alleged proceeds of the unilateral sale of the Building by Zvi over the objection of Betty and the Estate;
 - vi. The stock transfer restriction in Section 6 of the Shareholders' Agreement, to the extent it

could be interpreted as resulting in loss, surrender, reversion, or forfeiture of a shareholder's shares of stock of Worbes in the event of an attempted transfer in violation thereof without payment of any consideration for such shares is unreasonable, unenforceable, and void as against public policy because it would cause a valuable stock interest, a form of personal property, to become "void," cause "annihilation of property," impose a "forfeiture," be "draconian," a "grossly disproportionate, unreasonable, unenforceable penalty," "bestow a windfall" upon the other shareholder, and "produce a result that is absurd, commercially unreasonable, or contrary to the reasonable expectations of the parties" to the Shareholders' Agreement, outcomes all prohibited under New York law; and

- vii. Declaring any and all other respective rights and interests in and to Worbes and/or its assets of the Estate and Zvi.

SECOND COUNTERCLAIM

(Breach of Fiduciary Duty – Derivatively on Behalf of Worbes)

75. The Estate repeats and realleges each of the foregoing allegations as if set forth fully herein.

76. As alleged above, Betty, in her capacity as Executor of the Estate, has standing to sue Zvi derivatively on behalf of Worbes.

77. Prior to his unilateral sale of the Building for \$5.5 million, Betty and Zvi received no less than two firm offers from arms-length third parties to purchase the Building, one for \$8.4 million, the other for \$8 million, both of which Zvi rejected without due deliberation or consideration.

78. Zvi's refusal to consider the offers Betty and her counsel submitted, and to choose

instead to unilaterally accept an offer for millions of dollars less than those procured by Betty, was negligent, reckless to the interest of Worbes and its shareholders, including the Estate, and not the proper exercise of valid business judgment.

79. In addition, Zvi failed to honor his fiduciary obligation to Worbes and its shareholders, including the Estate, by permitting the Building to deteriorate and go into extreme disrepair, including but not limited to, permitting chemical seepage into the ground, permitting pipes to become frozen, permitting the roof to fall into disrepair, and permitting violations to be placed upon Building, all of which, upon information and belief, led to Zvi's sale of the Building at what essentially amounted to a distressed price, far below market value.

80. Zvi could have refinanced the Building so as to obtain funds to repair the Building and remediate the poor condition of the Building, so as to maximize its value, but in fact, resisted all suggestions that the same be done.

81. Based upon the foregoing, Worbes has been damaged in an amount to be determined at trial, but in no event less than \$3 million.

82. Because Zvi refuses to acknowledge the Estate's status as a shareholder of Worbes, and refused to acknowledge the Estate's right to participate in the management or affairs of Worbes, a pre-suit demand upon Zvi would be futile.

THIRD COUNTERCLAIM

(Accounting)

83. The Estate repeats and realleges each of the foregoing allegations as if set forth fully herein.

84. Zvi, by reason of his position of trust and control as 50% shareholder of Worbes who has excluded the Estate from all rights to participate in the management and affairs of Worbes, owes

fiduciary duties to the Estate.

85. At all relevant times, Zvi has been, and he currently is, the sole administrator of Worbes's various books, accounts, and records.

86. Zvi has exercised complete dominion and control over Worbes's various books, accounts, and records to the exclusion of the Estate.

87. Zvi sold the Building without the participation, and to the exclusion of, the Estate, collected all monies from the transaction, paid all liabilities allegedly associated with the transaction, and deposited what he claimed to be the proceeds of the transaction with Court, without ever providing the Estate or the Court an accounting of the transaction.

88. As alleged above, Zvi breached his fiduciary duties to both Worbes and the Estate.

89. Betty, as Executor of the Estate, made demands upon Zvi to account, which demands Zvi refused.

90. The Estate has no adequate remedy at law.

91. By reason of the foregoing, the Estate is entitled to an accounting by Zvi and Worbes of all business and financial activities of Worbes for the period from six years prior to the commencement of this lawsuit to the present, including without limitation, how the gross sale price of the Building from Worbes to Maujer, LLC ("Maujer") and/or Navon, Inc. ("Navon") of \$5.5 million was negotiated, what other offers Zvi considered before accepting the offer, and how the gross sales price was reduced by alleged payment of expenses of \$1,143,040.23 from \$5.5 million to \$4,056,959.77, the amount Zvi paid into Court on or about June 8, 2022.

92. Ancillary to the accounting, the Court should award money damages against Zvi and in favor of the Estate, or alternatively, deduct from Zvi's distributable pro rata share of the proceeds

of the sale of the Building, and add to the Estate's distributable pro rata share, any monies for which Zvi fails to account, failed to collect, or expended from the proceeds of the Building's sale improperly or without approval of the Court.

WHEREFORE, the Estate respectfully demands judgment as follows:

- i) Dismissing the Complaint in its entirety with prejudice;
- ii) On the First Counterclaim, a declaratory judgment declaring as follows:
 - a. The stock transfer restriction in Section 6 of the Shareholders' Agreement did not contemplate or address, and therefore, was ineffective to prohibit or defeat, involuntary, by-operation-of-law transfers of shares of stock of Worbes upon the death of a shareholder to his or her estate, including without limitation, the transfer of David's shares to the Estate by operation of law due to the failure of David's attempted residuary bequest of his shares of stock of Worbes to Betty, individually;
 - b. Notwithstanding Section 6 of the Shareholders' Agreement, which only addressed attempted voluntary transfers of stock by a shareholder, upon the death of David, his shares of stock of Worbes, constituting 50% of the issued and outstanding shares of stock of Worbes, became property of the Estate by operation of law;
 - c. Unless and until Worbes or Zvi redeem from the Estate David's former shares of stock of Worbes, Betty, in her capacity as Executor of the Estate, Betty is entitled to vote David's shares of stock of Worbes, constituting 50% of the issued and outstanding shares of stock of Worbes, to participate in the management and affairs of Worbes in her capacity as holder on behalf of the Estate of 50% of

- Worbes' issued and outstanding shares, and to exercise all of the other legal rights and privileges attendant to shareholder status, including without limitation, the right to sue derivatively on behalf of Worbes, to sue for judicial dissolution, and to discovery and inspection of Worbes' books and records;
- d. The Estate is entitled to be paid for the redemption by either Worbes or Zvi of David's former 50% stock interest in Worbes in an amount to be determined at trial;
- e. The Estate is entitled to be paid by either Worbes or Zvi for 50% of the proceeds of the sale or liquidation of any of the assets of Worbes in an amount to be determined at trial, including without limitation, the Building, and the Estate is specifically entitled to half of the more than \$4 million currently on deposit with the Court, constituting the alleged proceeds of the unilateral sale of the Building by Zvi over the objection of Betty and the Estate;
- f. The stock transfer restriction in Section 6 of the Shareholders' Agreement, to the extent it could be interpreted as resulting in loss, surrender, reversion, or forfeiture of a shareholder's shares of stock of Worbes in the event of an attempted transfer in violation thereof, is unreasonable, unenforceable, and void as against public policy because it would cause a valuable stock interest, a form of personal property, to become "void," cause "annihilation of property," impose a "forfeiture," be "draconian," a "grossly disproportionate, unreasonable, unenforceable penalty," "bestow a windfall" upon the other shareholder, and "produce a result that is absurd, commercially unreasonable, or contrary to the

reasonable expectations of the parties” to the Shareholders’ Agreement, outcomes all prohibited under New York law; and

g. Declaring any and all other respective rights and interests in and to Worbes and/or its assets of the Estate and Zvi.

iii) On the Second Counterclaim, awarding money damages derivatively on behalf of Worbes in an amount to be determined at trial, but in no event less than \$3 million;

iv) On the Third Counterclaim:

a. An accounting by Zvi and Worbes of all business and financial activities of Worbes for the period from six years prior to the commencement of this lawsuit to the present, including without limitation, how the gross sale price of the Building from Worbes to Maujer and/or Navon of \$5.5 million was negotiated, what other offers Zvi considered before accepting the offer, and how the gross sales price was reduced by alleged payment of expenses of \$1,143,040.23 from \$5.5 million to \$4,056,959.77, the amount Zvi paid into Court on or about June 8, 2022; and

b. Awarding money damages against Zvi and in favor of the Estate in an amount to be determined at trial, or alternatively, deducting from Zvi’s distributable pro rata share of the proceeds of the sale of the Building, and adding to the Estate’s distributable pro rata share, any monies for which Zvi fails to account, failed to collect, or expended from the proceeds of the Building’s sale improperly or without approval of the Court; and

v) Awarding such other and further relief as the Court deems just, equitable, and proper.

Dated: December 5, 2022

FARRELL FRITZ, P.C.

By: /s/ *Franklin C. McRoberts*

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