

In the Supreme Court of the United States

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SAMUEL STRULOVITCH, MS ACQUISITION I, LLC, AND 10 CLAREMONT AVENUE, LLC,
Applicants,

v.

MOSHE BAIN,

Respondent,

and

PARKVIEW OPERATING CO., LLC, WESTCHESTER GARDENS REALTY LLC, JONATHAN
BLEIER, AND ROBERT BLEIER,

Nominal Respondents.

—◆—
To the Honorable Sonia Sotomayor, Associate Justice of the Supreme Court of the
United States and Circuit Justice for the Second Circuit

—◆—
APPENDIX OF EXHIBITS
—◆—

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EXHIBIT 1

RECEIVED NYSCEF: 04/29/2026
To commence the statutory time period for appeals as of right (CPLR § 5513 [a]), you are advised to serve a copy of this order, with notice of entry, upon all parties.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

PRESENT: HON. LINDA S. JAMIESON

-----X

In the Matter of the Application of MOSHE
BAIN,

Index No.75548/2024

Petitioner-Plaintiff,

DECISION AND ORDER

-against-

SAMUEL STRULOVITCH, MS ACQUISITION I, LLC,
and 10 CLAREMONT AVENUE, LLC,

Respondents-Defendants,

- and -

PARKVIEW OPERATING CO., LLC, WESTCHESTER
GARDENS REALTY LLC, JONATHAN BLEIER, and
ROBERT BLEIER,

Nominal Defendants.

-----X

The following papers numbered 1 to 8 were read on this
motion:

<u>Paper</u>	<u>Number</u>
Order to Show Cause and Affirmation	1
Memorandum of Law	2
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8

Petitioner/Plaintiff, joined by nominal defendants Parkview Operating Co., LLC and Westchester Gardens Realty LLC, as well as nominal defendant Robert Bleier, brings his motion seeking (1) to enjoin respondent-defendant Strulovitch from "furthering any action involving plaintiff and his ownership interests in Westchester Gardens Realty and Parkview Operating Co. before any other tribunal, court, or arbitral panel, whether civil or religious;" and (2) to sanction Strulovitch for violating the prior directives of this Court.

In 2022, Strulovitch commenced an arbitration before a rabbinical arbitral panel in Rockland County against nominal defendant Jonathan Bleier. They were the only participants. In this action, Bain asserts that Strulovitch's commencement of the Rockland rabbinical arbitration "was ultra vires, and therefore, void" and that he was a necessary party to that arbitration "because the Award dramatically impacts his interests in Parkview and Westchester Gardens."

In October 2024, Bain filed his own arbitration before a different rabbinical court in Brooklyn, seeking a rehearing and vacatur of the Rockland award (the "Brooklyn arbitration"). In the Brooklyn arbitration, the rabbinical court issued an injunctive order temporarily restraining Strulovitch from taking

any action to enforce the Rockland award pending a decision in the Brooklyn arbitration.

In December 2024, the Court issued a preliminary injunction which enjoined respondents-defendants from taking any action to confirm or enforce the challenged rabbinical court arbitral award, dated April 17, 2024. Thereafter, in June 2025, this Court denied Strulovitch's motions to dismiss this action, finding that "[i]t is clear from the papers submitted to the Court that there are indeed substantial controversies between the parties about multiple issues, ranging from the propriety of the Rockland arbitration and the exclusion of Bain and RB from that arbitration; to the meaning and consequences of the award in that arbitration; to whether Strulovitch agreed to the Brooklyn arbitration by selecting a rabbi to represent him, among other controversies."

Now, it appears that despite that preliminary injunction, Strulovitch has commenced another arbitration before another rabbinical court in Brooklyn. Strulovitch takes the position that the stay issued by the Court was narrow, and that his new proceeding is not covered by the Court's previous injunction. The Court disagrees. The subject of that proceeding, stated in the summons¹ issued by that panel, is "Dispute is Regarding:

¹ The Hebrew word is "hazmana."

court case Index No. [7]5548/2024." (The typo in the Index Number is in the translation, but it is correct in the Hebrew original.) Bain and Strulovitch are named as the only parties. The new arbitration is thus not as narrow as Strulovitch asserts, as it potentially covers all of the parties' disputes about the nursing home.

When Bain asked Strulovitch to withdraw the proceeding, he asserted that Bain was free to ignore the summons. According to Bain, this is simply impossible; one of the rabbis on the panel told Bain's counsel that ignoring it may result in a "seruv," a "letter of recalcitrance. He may be subject to all forms of communal sanctions and societal pressures due his flagrant violation of Jewish law." Strulovitch's representative reiterated the seriousness of ignoring the summons, stating to Bain that "This is serious and the lawyer cannot protect you from your hashem and your religious obligations. If you get a siruv [sic] everyone will know that you do not listen to Beis din."

When the parties appeared in Court on the Order to Show Cause, the Court took oral argument on the Record. Strulovitch argued that the Court had no jurisdiction over the arbitration because it is a religious matter. Naturally, the other parties disagreed. At the conclusion of the appearance, the Court

granted the stay, and allowed time for the parties to submit papers on the motion.

Strulovitch asserts in opposition to this motion that "Petitioner's proposed preliminary injunction would violate Strulovitch's Free Exercise rights in two ways. As a threshold matter, the United States Supreme Court long ago explained that 'civil courts exercise no jurisdiction' over matters involving 'theological controversy, church discipline, ecclesiastical government, or the conformity of the members of the church to the standard of morals required of them.'" He further contends that "A beis din proceeding - that is, a proceeding of a Jewish religious panel - is religious in nature. Its purpose is to decide matters of Jewish religious law. A hazmana, too, is religious in nature. It has no legal power, and the beis din does not have the power of a secular court. An effect of a hazmana is religious rather than legal in nature. Petitioner concedes as much. . . . In other words, Petitioner seeks this Court's intervention in a religious matter, in which a religious panel would decide matters of religious law. This proposed relief - judicial interference in matters of religious law, faith, and doctrine - is precisely what the First Amendment proscribes."

The Court agrees with Strulovitch about the limits of its power over religious matters. "The First Amendment forbids

civil courts from interfering in or determining religious disputes, because there is substantial danger that the state will become entangled in essentially religious controversies or intervene on behalf of groups espousing particular doctrines or beliefs." *New Hope Christian Church, Inc. v. Parks*, 236 A.D.3d 669, 670, 228 N.Y.S.3d 489, 490 (2d Dept. 2025).

The matters that Strulovitch has raised with the Beis Din, however, are not religious, as clearly stated in the summons (hazmana). As noted, the hazmana itself says that "Dispute is Regarding: court case Index No. [7]5548/2024." Strulovitch's rabbinical representative confirmed that the purpose of the arbitration is secular, as the purpose is to confirm the arbitration award and demonstrate that Bain has no right of first refusal ("we are calling him to beis din to stop interfering in our confirmation. (and to prove that he has no right of first refusal" [sic])).

As the Second Department has explained, "civil disputes involving religious parties or institutions may be adjudicated without offending the First Amendment as long as neutral principles of law are the basis for their resolution. The neutral principles of law approach requires the court to apply objective, well-established principles of secular law to the issues." *Chestnut v. United Methodist Church*, 230 A.D.3d 182, 197, 215 N.Y.S.3d 376, 387 (2d Dept. 2024). In this matter, the

Court will only need to apply neutral principles of secular law to the issues raised herein. There is, thus, no First Amendment reason to deny the motion.

With respect to Bain's contention that Strulovitch violated the stay imposed by the Court because the arbitral panel issued a seruv to Bain, the Court sees the letter written by his counsel. In that letter, counsel states, in relevant part, that Strulovitch's representative notified the Beis Din of the stay, and stated that "Until further notice we are restrained from taking any further action as we do not want to be in violation of the TRO." He later stated that "I want to make it clear that the court's TRO has temporarily enjoined proceedings relating to the Westchester County action, 'including any beis din.' Accordingly, as stated previously, in accordance with the TRO, we are not taking any further action with this Beis Din until further notice, including seeking any seruv." In response, the Beis Din replied that "'We want to make it very clear that neither Strulowitz nor his agents requested the seruv after the TRO was issued. The BD issued it of its own volition as a response to the chutzpah of enjoining a litigant from pursuing his Halachic rights to a Din Torah.'"

Given this letter, to which there was no response, the Court denies the request to sanction Strulovitch. There is no evidence that Strulovitch or any of his representatives, secular

or religious, have violated the Court's rulings. The parties may agree to go to a beis din (this present one, or any other), if they wish. However, unless and until this Court rules otherwise, without such an agreement, these disputes among the parties shall remain in front of this Court, and this Court only.

To rectify the potential damage to Bain's reputation in the religious community resulting from the issuance of the serv by the Beis Din, Strulovitch must take all steps necessary to have the Beis Din withdraw it, including withdrawing the entire proceeding.

The foregoing constitutes the decision and order of the Court.²

Dated: White Plains, New York
April 24, 2026



HON. LINDA S. JAMIESON
Justice of the Supreme Court

²All other arguments raised, and all materials submitted by the parties in connection therewith, have been considered by this Court, notwithstanding the specific absence of reference thereto.

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EXHIBIT 2

SUPREME COURT OF THE STATE OF NEW YORK
APPELLATE DIVISION: SECOND DEPARTMENT

-----X
In the Matter of the Application of
MOSHE BAIN,

Petitioner-Respondent-Appellant,

- against -

SAMUEL STRULOVITCH, MS ACQUISITION I,
LLC, and 10 CLAREMONT AVENUE, LLC,

Respondents-Appellants-Respondents,

- and -

PARKVIEW OPERATING CO., LLC,
WESTCHESTER GARDENS REALTY LLC,
JONATHAN BLEIER, and ROBERT BLEIER,

Nominal Defendants-Respondents-Respondents.
-----X

Case No.: 2026-04501

Westchester County

Index No. 75548/2024

ORDER TO SHOW CAUSE

Upon the annexed Affirmation of Yitzchak Eliezer Soloveichik, Esq., and ^{the papers annexed thereto} ~~upon all prior~~
~~pleadings and proceedings had herein, it is hereby:~~

LET

~~ORDERED~~ that ^{LET} Petitioner-Respondent-Appellant Moshe Bain ("Bain") and Nominal

Defendants-Respondents Parkview Operating Co. LLC, Westchester Gardens Realty LLC,
^{at the courthouse thereof, located}

Jonathan Bleier, and Robert Bleier show cause before this Court, ^{at 45 Monroe Place, Brooklyn, NY 11201} ~~or a Justice thereof, at~~

~~at 45 Monroe Place, Brooklyn, NY 11201~~, on the 15th day of May, 2026, at ~~at~~ o'clock in the m., or as

soon thereafter as counsel may be heard, why an order should not be issued pursuant to CPLR

5519(c) staying enforcement of the Decision and Order of the Supreme Court, Westchester

County, Commercial Division (Jamieson, J.), dated April 24, 2026 and filed April 29, 2026

No Interim
Relief
Granted

(NYSCEF Doc. No. 125, Index No. 75548/2024) (the “Order”), pending determination of Respondents-Appellants-Respondents’ appeal therefrom; and it is further

SUFFICIENT CAUSE THEREFOR APPEARING, it is

~~ORDERED that pending the hearing and determination of this application, enforcement of the Order is hereby temporarily stayed, including: (a) the preliminary injunction enjoining Appellants “from furthering any action” in another forum including religious proceedings before a Beis Din, a Jewish religious panel on issues related to Petitioner Respondent and his ownership interests in Westchester Gardens Realty LLC and Parkview Operating Co., LLC; and (2) the directive requiring Appellant Strulovitch to take all steps necessary to have the Beis Din (Jewish religious panel) withdraw the “seruv” (letter of recalcitrance under Jewish law) issued against Bain, including withdrawing the entire proceeding before that Beis Din from pursuing proceedings before any rabbinical tribunal; and it is further~~

ORDERED that service of a copy of this Order, ^{to show cause and} ~~together with~~ ^{was made} the papers upon which it is ~~granted~~, upon counsel of record for all parties via NYSCEF ^{and} ~~or~~ via electronic mail on or before May 8, 2026, shall be deemed ~~good and~~ sufficient service. ^{thereof.}

Brooklyn, New York

Dated: May 7, 2026

ENTER:



Associate Justice of the Appellate Division,
Second Judicial Department
Hon. Lisa S. Ottley

**Note: On the return date all motions and proceedings are deemed submitted.
Oral argument is not permitted (22 NYCRR 1250.4[a][8]).**

SUPREME COURT OF THE STATE OF NEW YORK
APPELLATE DIVISION: SECOND DEPARTMENT

-----X	X	
In the Matter of the Application of	:	
MOSHE BAIN,	:	
	:	
Petitioner-Respondent-Appellant,	:	Case No.: 2026-04501
	:	
- against -	:	Westchester County
	:	Index No. 75548/2024
SAMUEL STRULOVITCH, MS ACQUISITION I,	:	
LLC, and 10 CLAREMONT AVENUE, LLC,	:	
	:	
Respondents-Appellants-Respondents,	:	
	:	
- and -	:	
	:	
PARKVIEW OPERATING CO., LLC,	:	
WESTCHESTER GARDENS REALTY LLC,	:	
JONATHAN BLEIER, and ROBERT BLEIER,	:	
	:	
Nominal Defendants-Respondents-Respondents.	:	
	:	
	:	
-----X	X	

**AFFIRMATION IN SUPPORT OF ORDER TO SHOW CAUSE
FOR STAY PENDING APPEAL**

YITZCHAK ELIEZER SOLOVEICHNIK, an attorney duly admitted to practice law in the State of New York, hereby affirms the following to be true under penalty of perjury:

1. I am a member of the law firm Bronstein, Gewirtz & Grossman, LLC, counsel for Respondents-Appellants Samuel Strulovitch (“Strulovitch”), MS Acquisition I, LLC, and 10 Claremont Avenue, LLC (collectively, “Appellants”), and I am fully familiar with the facts and circumstances of this matter.
2. This affirmation is submitted in support of Strulovitch’s motion, by Order to Show Cause, for an order:

a. Pursuant to CPLR 2201 and 5519, this Court’s inherent powers, and the applicable Practice Rules of the Appellate Division, staying the execution and enforcement of the Decision and Order of the Honorable Linda S. Jamieson, Westchester County Supreme Court, dated April 24, 2026 and filed with the Westchester County Clerk on April 29, 2026 (“Order”), which (1) granted Petitioner-Plaintiff’s motion for a preliminary injunction, which sought to enjoin Appellants “from furthering any action” in another forum—including religious proceedings before a Beis Din, a Jewish religious panel—on issues related to Petitioner-Respondent and his ownership interests in Westchester Gardens Realty LLC and Parkview Operating Co., LLC; and (2) ordered Appellant Strulovitch to take all steps necessary to have the Beis Din (Jewish religious panel) withdraw the “seruv” (letter of recalcitrance under Jewish law) issued against Petitioner-Respondent, including withdrawing the entire proceeding before that Beis Din – pending the hearing and determination of Appellants’ appeal of said Order; and

b. For such other and further relief as to this Court may seem just and proper, in its discretion, under all of the circumstances.

3. No prior application has been made in this Court for the relief requested herein.

4. Pursuant to applicable Practice Rules of the Appellate Division, notice of this application has been given by email to counsel for Petitioner-Respondent and all other parties and 24-hours’ notice was given to counsel for the other parties that I would be appearing at 45 Monroe Place on May 7, 2026 at 10 a.m. for the in-person application for interim relief.¹ My understanding is that all of the other parties oppose the relief requested herein.

5. Annexed hereto as **Exhibit A** is a copy of the Decision and Order of the Supreme Court, County of Westchester (Linda S. Jamieson, J.) dated April 24, 2026 and filed with the

¹ The following counsel were notified: (1) David H. Chen, Bleakley Platt & Schmidt, LLP, One North Lexington Avenue, White Plains, New York 10601, 914-287-6155, dchen@bpslaw.com (counsel for Petitioner-Respondent); (2) Alfred E. Donnellan, DelBello Donnellan Weingarten Wise & Wiederkehr, LLP, 360 Hamilton Ave., White Plains, NY 10601, 914-681-0200, aed@ddw-law.com (counsel for Nominal Defendants-Respondents Parkview Operating Co., LLC and Westchester Gardens Realty LLC); Robert A. Spolzino, Abrams Fensterman, LLP, 81 Main Street, Suite 400, White Plains, New York 10601, (914) 607-7010, rspolzino@abramslaw.com (counsel for Nominal Defendant-Respondent Robert Bleier); and (4) Aaron B. Lauchheimer, Morrison Cohen LLP, 909 Third Avenue, New York, New York 10022, 212-735-8600, alauchheimer@morrisoncohen.com (counsel for Nominal Defendant-Respondent Jonathan Bleier).

Westchester County Clerk on April 29, 2026 (NYSCEF Doc. No. 125). A copy of Appellants' Notice of Appeal is annexed hereto as **Exhibit B**.

6. The lower court's Order expressly interferes in religious matters, in violation of the First Amendment's church autonomy doctrine and Strulovitch's Free Exercise rights. The Order prohibits Strulovitch from seeking to resolve the claims of Petitioner-Respondent Moshe Bain ("Bain") against him in a religious forum according to Jewish law, as Strulovitch believes is required by Jewish law. The Order further requires Strulovitch to take all steps necessary to have the religious panel (Beis Din) withdraw the *seruv* (letter of recalcitrance under Jewish law) issued by the Beis Din of its own volition against Bain, in order to "rectify the potential damage to Bain's reputation in the religious community[.]" Order at 8. The First Amendment squarely prohibits a civil court from interfering with matters of church government, faith, and doctrine in this way. Moreover, the Order impermissibly burdens Strulovitch's free exercise of religion by prohibiting him from acting in accordance with his religious beliefs and by compelling him to act contrary to his religious beliefs.

7. The lower court misapprehended the demands of the First Amendment by apparently focusing on the wrong question: whether it had the authority to decide the parties' claims in this proceeding. The court concluded that it had the authority to decide such claims under "neutral principles" of secular law – a point which Appellants do not dispute. But the lower court did not – and does not – have license to go *beyond* this proceeding and bar a religious body from deciding matters of religious government, faith, and doctrine related to this same subject matter. Nor may it, under the guise of case management, order a party both to refrain from religious exercise (by not seeking to have this dispute resolved under the religious guidance of a rabbinical panel) and to actively engage in religious exercise with which he

disagrees (by attempting to persuade that religious panel to reverse its own religious determination).

8. For this reason, the Order should be stayed pending appeal. Without a stay, Appellants will suffer irreparable constitutional harm pending appeal, whereas Bain's interest in reputational protection within the religious community does not outweigh a constitutional right.

PROCEDURAL BACKGROUND²

9. This proceeding arises out of a commercial dispute concerning ownership interests in two entities – Parkview Operating Co., LLC and Westchester Gardens Realty LLC (collectively, the “Entities”) – that are engaged in the business of operating a nursing home facility in Westchester County, New York and its realty.

10. From the outset of this proceeding, Strulovitch has maintained a sincerely held religious belief – rooted in Jewish law – that disputes between Jewish parties should be resolved before a Jewish religious panel known as a “Beis Din,” that is, with the guidance and instruction from the Beis Din as to how Jewish law and principles require the disputes to be resolved. A proceeding before a Beis Din to resolve disputes between parties is known as a “Din Torah.” Strulovitch's religious conviction about the importance of seeking the guidance of a Beis Din in matters like this predated this particular dispute and has been consistent throughout the entirety of these proceedings. *See* Ex. N (Strulovitch Aff.) ¶¶ 2-8; Ex. M (Soloveichik Aff.) ¶¶ 10, 12-15.

² The Procedural Background is based upon the Order, the Amended Petition-Complaint and certain exhibits (annexed hereto as **Exhibits C-E**), the parties' filings in support of and in opposition to Bain's underlying motion (annexed hereto as **Exhibits F-Q**), the lower court's temporary restraining order (annexed hereto as **Exhibit R**), and Bain's Notice of Cross-Appeal (annexed hereto as **Exhibit S**).

11. In 2022, Strulovitch commenced an arbitration before a rabbinical arbitral panel in Rockland County (the “Rockland Arbitration”) against nominal defendant Jonathan Bleier. An arbitral award (the “Award”) granting Strulovitch a right to ownership interests in the Entities was issued on April 17, 2024. *See* Ex. C (Am. Pet.) ¶¶ 67-68; Ex. D (Award Ex. to Am. Pet.).

12. In August 2024, Strulovitch commenced a proceeding in Rockland County Supreme Court to confirm the Award. *See* Ex. C (Am. Pet.) at 2 n.1.

13. Bain subsequently sent a summons to Strulovitch and Jonathan Bleier for his own arbitration before a different rabbinical panel in Brooklyn in November 2024, seeking vacatur of the Award.³ *See* Ex. E (Summons Ex. to Am. Pet.) at 2.

14. In November 2024, Bain commenced the underlying proceeding, asserting several claims. He claimed that Strulovitch had agreed to arbitration with him and other parties. Alternatively, Bain sought to vacate the Award from the original Rockland Arbitration. If the Award were not vacated, he claimed a right of first refusal for any right to ownership interests granted to Strulovitch by the Award. Finally, if the Award were confirmed and the Court denied Bain’s right of first refusal, he sought declaratory judgment setting forth the rights, obligations, and ownership interests of the parties in the Entities. *See* Ex. C. (Am. Pet.) ¶¶ 91-121.

15. In December 2024, the lower court issued a preliminary injunction enjoining Strulovitch from taking any action to confirm or enforce the Award. Order at 3.

16. Following denial of Strulovitch’s motions to dismiss in June 2025, Strulovitch’s counsel thereafter circulated a proposal, on July 28, 2025, for all parties to participate in an

³ The summons from this Brooklyn rabbinical panel purported to enjoin Strulovitch and Bleier from distributing any shares in or money from the nursing home business and from having the Award certified by a civil court.

arbitration before a religious panel to resolve all disputes among the parties. Bain’s counsel eventually replied that the consensus among the other parties was that having depositions first would facilitate arbitration before a religious panel. *See* Ex. M (Soloveichik Aff.) ¶¶ 12-14.

17. As depositions neared completion and global religious arbitration appeared unlikely to occur, Strulovitch – consistent with his belief in his religious obligation to resolve this dispute before a Beis Din – caused a hazmana (a religious summons) to be sent to Bain, directed to Bain’s claims against Strulovitch as identified by the index number of this proceeding. The hazmana carried no legal force and imposed only a religious obligation. Bain was (and is) legally free to ignore the summons. *See* Ex. N (Strulovitch Aff.) ¶¶ 6-9.

18. Bain then moved for a temporary restraining order and a preliminary injunction to prevent Strulovitch from seeking any further action before any other body, including the Beis Din. Bain also moved for sanctions, arguing that, by causing a religious summons to be sent, Strulovitch had violated the lower court’s earlier injunction prohibiting Strulovitch from enforcing the Award.

19. The lower court issued a temporary restraining order (the “TRO”) pending its decision on the preliminary injunction and sanctions. *See* Ex. R.

20. Strulovitch’s representative notified the Beis Din of the TRO and stated that “Until further notice we are restrained from taking any further action as we do not want to be in violation of the TRO.” Order at 7.

21. The Beis Din then issued a seruv (letter of recalcitrance under Jewish law) against Bain “of its own volition.” In the Beis Din’s words, it issued the seruv in response to Bain’s “chutzpah of enjoining a litigant from pursuing his Halachic rights to a Din Torah.” Order at 7. In other words, the seruv was issued for what the Beis Din considered Bain’s improper *religious*

behavior in obtaining a TRO barring Strulovitch from pursuing his right under Jewish law to seek resolution of their dispute before a Beis Din. The seruv has no legal force; it expresses the Beis Din's religious disapproval of Bain's conduct. *See Greenberg v. Greenberg*, 238 A.D.2d 420, 421 (2nd Dept. 1997) ("The 'threat' of a siruv, which entails a type of ostracism from the religious community, and which is prescribed as an enforcement mechanism by the religious law to which the petitioner freely adheres, cannot be deemed duress").

22. Following briefing, the lower court entered the Order on April 24, 2026. The Order: (1) granted Bain's motion seeking a preliminary injunction enjoining Strulovitch from furthering any action before any tribunal, civil or religious, and (2) required Strulovitch to take all steps necessary to cause the Beis Din to withdraw the seruv, including withdrawing the entire Beis Din proceeding. Strulovitch filed a Notice of Appeal from the Order.

23. The court also found that "[t]here is no evidence that Strulovitch or any of his representatives, secular or religious, have violated the Court's rulings," and denied Bain's request for sanctions.⁴ Order at 7-8. The court acknowledged that the seruv was issued by the Beis Din of its own volition. *Id.* at 7. Notwithstanding this finding, the court nonetheless ordered Strulovitch to take all necessary steps to urge the Beis Din – an unrelated non-party, which Strulovitch has no authority to control – withdraw its independent religious act.

ARGUMENT

A STAY OF THE APRIL 24, 2026 ORDER SHOULD BE GRANTED PENDING APPEAL

24. To obtain a stay pending an appeal, the movant must demonstrate irreparable injury in the absence of the injunction, a favorable tipping of the balance of equities, and a

⁴ Bain has filed a Notice of Cross-Appeal, appealing the Order's denial of sanctions.

likelihood of success on the merits of the appeal. *See W.T. Grant Co. v. Srogi*, 52 N.Y.2d 496, 517 (1981). The factors which may be considered upon such an application are: (a) the merits of the argument; (b) the potential for prejudice of the movant should the motion be denied; and (c) the potential prejudice of the objector should the motion be granted. *See Wilkinson v. Sukiennik*, 120 A.D.2d 989 (4th Dept. 1986); *see also Da Silva v. Musso*, 76 N.Y.2d 436, 443 n.4 (1990). Additional factors to be considered by the Court when deciding such an application include whether the appeal has been or will be prosecuted promptly. *See Kiamesha Dev. Corp. v. Guild Props.*, 3 N.Y.2d 981 (1957).

A. Strulovitch Is Highly Likely to Succeed on Appeal.

25. Strulovitch is likely to succeed on the merits, as the lower court's injunction violates the First Amendment to the United States Constitution for two independent reasons.

26. First, by intruding upon a purely religious proceeding taking place before a purely religious tribunal, the order far exceeds the bounds of a civil court's authority in matters of religion. The First Amendment's religion clauses (under the so-called "church autonomy doctrine") bar a civil court from wading into matters of faith, doctrine, or religious governance. But the order below does just that by (i) prohibiting a religious litigant from even attempting to pursue resolution of his dispute before a religious body, as his religion requires; and (ii) ordering him to take all necessary steps to nullify that religious proceeding and, worse still, to have a religious entity withdraw a purely religious act.

27. Second, the court's injunction undeniably inhibits Strulovitch's religious exercise – indeed, is directed specifically at his religious conduct – in violation of the Free Exercise Clause.

1. The Church Autonomy Doctrine Bars the Lower Court's Order.

28. The lower court acknowledged the foundational principle that “[t]he First Amendment forbids civil courts from interfering in or determining religious disputes, because there is substantial danger that the state will become entangled in essentially religious controversies.” *New Hope Christian Church, Inc. v. Parks*, 236 A.D.3d 669, 670 (2d Dept. 2025). Indeed, for more than 150 years, the United States Supreme Court’s has made clear that “civil courts exercise no jurisdiction” over matters involving “theological controversy, church discipline, ecclesiastical government, or the conformity of the members of the church to the standard of morals required of them.” *Watson v. Jones*, 80 U.S. 679, 733 (1872).

29. As *Watson* further explained the principle of church autonomy:

The right to organize voluntary religious associations to assist in the expression and dissemination of any religious doctrine, and to create tribunals for the decision of controverted questions of faith within the association, and for the ecclesiastical government of all the individual members, congregations, and officers within the general association, is unquestioned. All who unite themselves to such a body do so with an implied consent to this government, and are bound to submit to it. ***But it would be a vain consent and would lead to the total subversion of such religious bodies, if any one aggrieved by one of their decisions could appeal to the secular courts and have them reversed. It is of the essence of these religious unions, and of their right to establish tribunals for the decision of questions arising among themselves, that those decisions should be binding in all cases of ecclesiastical cognizance, subject only to such appeals as the organism itself provides for.***

80 U.S. at 728-29 (emphasis added).

30. A Beis Din is a quintessentially religious forum, convened to decide matters pursuant to Jewish law. The hazmana issued to Bain to appear before that body is, likewise, a *religious* summons carrying only religious – not legal – obligations, as Bain conceded before the

lower court. *See* Ex. G (Chen Aff.) ¶ 12 (“As a religious person, Plaintiff is of course not free to simply ignore the summons of a rabbinical court as Mr. Strulovitch is well aware.”). And the *seruv* issued to Bain for failure to appear before the Beis Din is purely religious, as well. That act of the Beis Din represents a distinctly religious determination reflecting the panel’s assessment of Jewish law compliance.

31. The First Amendment “protects the right of religious institutions ‘to decide for themselves, free from state interference, matters of church government as well as those of faith and doctrine.’” *Our Lady of Guadalupe Sch. v. Morrissey-Berru*, 591 U.S. 732, 737 (2020) (quoting *Kedroff v. Saint Nicholas Cathedral*, 344 U.S. 94, 116 (1952)). “State interference in that sphere would obviously violate the free exercise of religion, and any attempt by government to dictate or even to influence such matters would constitute one of the central attributes of an establishment of religion. The First Amendment outlaws such intrusion.” *Id.* at 746.

32. The court’s Order flagrantly violates these commands. The Order does not merely “attempt . . . to influence” religious matters, *Morrissey-Berru*, 591 U.S. at 737; it directly intervenes in an effort to shut them down. The Order affirmatively commands Strulovitch to take all steps necessary to put an end to proceedings before the Beis Din and, worse still, to have the Beis Din withdraw the *seruv* it issued of its own volition under Jewish law. Order at 8. This, too, intrudes directly into the internal governance of a religious institution. The civil courts have no authority to dictate what a Beis Din may or may not declare to be a violation of Jewish law, or to compel a litigant to procure the reversal of a religious body’s independent religious act. To do so is precisely the kind of intrusion the First Amendment forbids.

33. In its attempt to sidestep the church autonomy doctrine, the court misunderstood the First Amendment problem that it confronted. The court apparently believed that the question

was whether it had authority to decide the parties' claims in this court proceeding. The court concluded that it could resolve the parties' claims because it "will only need to apply neutral principles of secular law to the issues raised herein." For this reason, the court incorrectly characterized the hazmana as addressing a secular dispute – because the underlying claims in this proceeding were ones that the court could resolve via neutral principles of secular law. But no one disputed that the court could resolve the parties' claims here. So long as Bain continues to pursue his claim in civil court, the lower court has jurisdiction to decide those claims pursuant to neutral principles of secular law. But it has nothing to do with whether the court may also reach *beyond* these proceedings to interfere with independent religious proceedings related to the same subject matter. Contrary to the court's characterization (and as discussed above), the hazmana is not legally binding and is religious in nature.

34. However, the question that actually confronted the lower court was whether it was permitted to interfere in a religious proceeding for resolving disputes according to Jewish law. The answer to that question – under the First Amendment's church autonomy doctrine – is an unambiguous no. Strulovitch sought to resolve Bain's claims against him in a religious forum applying Jewish law, as Strulovitch believed was required by Jewish law. The lower court's intervention in this religious proceeding, and its effort to protect Bain from religious sanction, impermissibly interferes in matters of church government, doctrine, and faith.

35. The court's Order does not just impede those quintessentially religious matters; it goes much farther still and attempts to *reverse* the Beis Din's religious determinations. Indeed, the Order imposes an unprecedented and constitutionally intolerable command: that Strulovitch must extract the Beis Din's withdrawal of its own independent religious pronouncement under Jewish law. No civil court decision cited by the lower court or by the parties below has held that

a litigant may be ordered to procure the retraction of a religious institution’s independent religious act. Such an order would require Strulovitch, at minimum, to petition a religious tribunal to reverse its own religious judgment – conduct that implicates core First Amendment values at every step.

2. The Order Fails Under Free Exercise Analysis.

36. Even apart from the church autonomy doctrine, the Order violates Strulovitch’s rights under the First Amendment’s Free Exercise Clause.

37. There can be no serious doubt that the Order burdens Strulovitch’s constitutionally protected religious exercise. Indeed, the “Free Exercise Clause of the First Amendment protects ‘the ability of those who hold religious beliefs of all kinds to live out their faiths in daily life through the performance of’ religious acts.” *Mahmoud v. Taylor*, 606 U.S. 522, 546 (2025) (quoting *Kennedy v. Bremerton Sch. Dist.*, 597 U.S. 507, 524 (2022)). The Order interferes with Strulovitch’s religious exercise twice over. First, it impedes his ability to attempt to have Bain resolve their dispute before a rabbinical court – an unquestionably religious act and something Strulovitch believes he has a “sacred obligation” to do. *Id.* at 547. And the Order requires him to attempt to persuade religious leaders to change their minds on a matter of religious judgment and to rescind the *seruv* they issued to reflect their determination that Bain had violated Jewish law. That startling demand interferes with Strulovitch’s religious exercise by compelling him to undertake a religious act with which he does not agree. Indeed, that goes to the very heart of the personal liberty interests protected by the First Amendment more broadly. *See Janus v. AFSCME, Council 31*, 585 U.S. 878, 892 (2018) (“We have held time and again that freedom of speech includes both the right to speak freely and the right to refrain from speaking at all. The right to eschew association for expressive purposes is likewise protected. As

Justice Jackson memorably put it: ‘If there is any fixed star in our constitutional constellation, it is that no official, high or petty, can prescribe what shall be orthodox in politics, nationalism, religion, or other matters of opinion or force citizens to confess by word or act their faith therein.’”) (quotation marks and citations omitted).

38. The lower court failed even to acknowledge, let alone account for, those intrusions upon Strulovitch’s religious exercise. The First Amendment demands more. Indeed, even a “neutral and generally applicable” law that “incidentally burden[s] religion” is subject at least to rational-basis review under the First Amendment. *Fulton v. City of Phila.*, 593 U.S. 522, 533 (2021) (citing *Employment Div. v. Smith*, 494 U.S. 872 (1990)). And the injunction here, which is neither neutral nor generally applicable, may be sustained only under the strictest scrutiny. *Id.*

39. First, strict scrutiny applies because the Court’s order is not religiously neutral; in fact, it specifically targets religious conduct. “Government fails to act neutrally when it proceeds in a manner intolerant of religious beliefs or restricts practices because of their religious nature.” *Fulton*, 593 U.S. at 533. Bain sought, and the court granted, judicial intervention directed exclusively at conduct that is religious in nature – the issuance of a hazmana and the resulting *seruv* – because of its religious character. Bain himself conceded that, as a civil matter, he was free to ignore the hazmana; it was the religious significance of the summons that prompted him to seek judicial aid. Likewise, the Order specifically compels Strulovitch to take all steps necessary to obtain a withdrawal of a religious act, specifically *because of* its consequences in the parties’ “religious community.” An injunction calibrated both to suppress religious conduct *and* to compel religious conduct in order to protect another party from religious sanction is the antithesis of neutrality.

40. Nor is the Order generally applicable. A discretionary injunction regarding case and forum management is categorically different from a generally applicable law. “There are obvious differences . . . between an injunction and a generally applicable ordinance.” *Madsen v. Women’s Health Ctr.*, 512 U.S. 753, 764 (1994). “Injunctions . . . are remedies imposed for violations (or threatened violations) of a legislative or judicial decree,” and “[i]njunctions also carry greater risks of . . . discriminatory application than do general ordinances.” *Id.* Indeed, the lower court’s preliminary injunction does not follow from some prior legal rule that even arguably applies generally. Rather, the preliminary injunction appears to be based on the court’s discretionary judgment of how to manage this particular case and these particular parties. This type of individualized discretion triggers strict scrutiny under *Fulton*. *See Fulton*, 593 U.S. at 537 (“The creation of a formal mechanism for granting exceptions renders a policy not generally applicable, regardless whether any exceptions have been given, because it ‘invite[s]’ the government to decide which reasons for not complying with the policy are worthy of solicitude”) (quoting *Smith*, 494 U.S. at 884).

41. In addition, “a law lacks general applicability if it prohibits religious conduct while permitting secular conduct that undermines the government’s asserted interests in a similar way.” *Fulton*, 593 U.S. at 534. The lower court appears to be concerned, at least in part, with bilateral resolution – rather than all-party resolution – of claims in the proceeding. Yet the injunction does not prohibit Strulovitch’s counsel from proposing a bilateral settlement directly to Petitioner’s counsel, nor does it bar any number of secular mechanisms for resolving Petitioner’s claims outside the court. The Order targets the Beis Din because it is a religious forum with religious consequences, and it specifically targets the *seruv* issued by Beis Din.

42. The Order must be both neutral and generally applicable in order to avoid heightened scrutiny for its burden on Strulovitch's religion, but the Order is neither. Accordingly, the Order's burden on religious exercise is subject to strict scrutiny, which it plainly cannot satisfy. *See Fulton*, 593 U.S. at 534 ("A government policy can survive strict scrutiny only if it advances interests of the highest order and is narrowly tailored to achieve those interests."). No such interest has been identified, let alone established. As has been discussed, the lower court's jurisdiction over this case gives no license to prevent Strulovitch from seeking to have Bain voluntarily agree to resolve this dispute through the religious counsel of a rabbinical panel instead. And there is certainly no civil interest that could justify the court's attempt to invalidate a *religious* sanction that might flow out of those internal religious affairs.

B. Strulovitch Will Suffer Grave and Irreparable Harm Absent a Stay.

43. Violations of First Amendment rights constitute irreparable harm as a matter of law. *See Elrod v. Burns*, 427 U.S. 347, 373 (1976) ("[T]he loss of First Amendment freedoms, for even minimal periods of time, unquestionably constitutes irreparable injury."); *Tandon v. Newsom*, 593 U.S. 61, 64 (2021) (per curiam) (same). The Order compels Strulovitch to actively suppress his own religious practice – seeking Beis Din resolution of a dispute as required by his sincerely held religious beliefs – and to affirmatively petition a religious tribunal to withdraw its own religious pronouncement. Once Strulovitch is compelled to take these steps, no later reversal on appeal will undo the constitutional harm.

44. Compelling Strulovitch to petition a Beis Din to withdraw a *seruv* that it issued of its own accord fundamentally distorts the nature of the religious proceeding and forces Strulovitch to take religious action contrary to his own beliefs and judgment about his religious

obligations. It is difficult to conceive of a more direct infringement on church autonomy and Free Exercise. This harm is inherently irreparable. *See Tandon*, 593 U.S. at 64.

C. The Balance of Equities Strongly Favors Strulovitch.

45. The balance of equities tips decisively in Strulovitch's favor. On one side, Strulovitch faces the immediate compelled violation of his First Amendment rights – he must act against his sincerely held religious convictions, petition a religious body to retract a religious act, and forgo the religious forum he believes Jewish law requires. As noted, forced violation of constitutional rights is irreparable injury.

46. On the other side, granting the stay would maintain the status quo, with the parties' disputes proceeding before this civil court for as long as Bain chooses. Bain's interest in reputational protection within the religious community does not outweigh a constitutional right.

47. Furthermore, the court itself found that Strulovitch had not violated its orders, denying Bain's request for sanctions. Order at 7-8. To deny a stay to a litigant who has complied with all court directives, while simultaneously ordering him to compel the retraction of a religious body's independent act, would be profoundly inequitable and would impose irreversible constitutional harm in the interim.

D. The Appeal Will Be Prosecuted Diligently.

48. Appellants will pursue this appeal with all due diligence. The constitutional questions raised—including the scope of the Free Exercise Clause and the church autonomy doctrine as applied to compelled withdrawal of religious proceedings—are matters of substantial public importance. Appellants are prepared to prosecute the appeal promptly and to seek expedited consideration as this Court may direct.

CONCLUSION

WHEREFORE, it is respectfully requested that this Court grant Appellants' motion for an Order to Show Cause, and thereupon issue an order: (i) staying the execution and enforcement of the April 24, 2026 Decision and Order of the Honorable Linda S. Jamieson, including enforcement of the preliminary injunction prohibiting Strulovitch from pursuing any religious or civil proceeding involving Bain and his ownership interests in the Entities and the directive compelling Strulovitch to withdraw the Beis Din proceeding and procure the withdrawal of the seruv, pending the hearing and determination of Strulovitch's appeal; and (ii) granting such other and further relief as to this Court may seem just and proper.

Dated: May 6, 2026

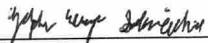

Yitzchak Eliezer Soloveichik

EXHIBIT A

RECEIVED NYSCEF: 04/29/2026
To commence the statutory time period for appeals as of right (CPLR § 5513 [a]), you are advised to serve a copy of this order, with notice of entry, upon all parties.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

PRESENT: HON. LINDA S. JAMIESON

-----X

In the Matter of the Application of MOSHE
BAIN,

Index No.75548/2024

Petitioner-Plaintiff,

DECISION AND ORDER

-against-

SAMUEL STRULOVITCH, MS ACQUISITION I, LLC,
and 10 CLAREMONT AVENUE, LLC,

Respondents-Defendants,

- and -

PARKVIEW OPERATING CO., LLC, WESTCHESTER
GARDENS REALTY LLC, JONATHAN BLEIER, and
ROBERT BLEIER,

Nominal Defendants.

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The following papers numbered 1 to 8 were read on this
motion:

<u>Paper</u>	<u>Number</u>
Order to Show Cause and Affirmation	1
Memorandum of Law	2
Notice of Joinder	3
Affirmation and Exhibits	4
Affirmations in Opposition	5
Memorandum of Law in Opposition	6
Memorandum of Law in Reply	7

Affirmation in Support

8

Petitioner/Plaintiff, joined by nominal defendants Parkview Operating Co., LLC and Westchester Gardens Realty LLC, as well as nominal defendant Robert Bleier, brings his motion seeking (1) to enjoin respondent-defendant Strulovitch from "furthering any action involving plaintiff and his ownership interests in Westchester Gardens Realty and Parkview Operating Co. before any other tribunal, court, or arbitral panel, whether civil or religious;" and (2) to sanction Strulovitch for violating the prior directives of this Court.

In 2022, Strulovitch commenced an arbitration before a rabbinical arbitral panel in Rockland County against nominal defendant Jonathan Bleier. They were the only participants. In this action, Bain asserts that Strulovitch's commencement of the Rockland rabbinical arbitration "was ultra vires, and therefore, void" and that he was a necessary party to that arbitration "because the Award dramatically impacts his interests in Parkview and Westchester Gardens."

In October 2024, Bain filed his own arbitration before a different rabbinical court in Brooklyn, seeking a rehearing and vacatur of the Rockland award (the "Brooklyn arbitration"). In the Brooklyn arbitration, the rabbinical court issued an injunctive order temporarily restraining Strulovitch from taking

any action to enforce the Rockland award pending a decision in the Brooklyn arbitration.

In December 2024, the Court issued a preliminary injunction which enjoined respondents-defendants from taking any action to confirm or enforce the challenged rabbinical court arbitral award, dated April 17, 2024. Thereafter, in June 2025, this Court denied Strulovitch's motions to dismiss this action, finding that "[i]t is clear from the papers submitted to the Court that there are indeed substantial controversies between the parties about multiple issues, ranging from the propriety of the Rockland arbitration and the exclusion of Bain and RB from that arbitration; to the meaning and consequences of the award in that arbitration; to whether Strulovitch agreed to the Brooklyn arbitration by selecting a rabbi to represent him, among other controversies."

Now, it appears that despite that preliminary injunction, Strulovitch has commenced another arbitration before another rabbinical court in Brooklyn. Strulovitch takes the position that the stay issued by the Court was narrow, and that his new proceeding is not covered by the Court's previous injunction. The Court disagrees. The subject of that proceeding, stated in the summons¹ issued by that panel, is "Dispute is Regarding:

¹ The Hebrew word is "hazmana."

court case Index No. [7]5548/2024." (The typo in the Index Number is in the translation, but it is correct in the Hebrew original.) Bain and Strulovitch are named as the only parties. The new arbitration is thus not as narrow as Strulovitch asserts, as it potentially covers all of the parties' disputes about the nursing home.

When Bain asked Strulovitch to withdraw the proceeding, he asserted that Bain was free to ignore the summons. According to Bain, this is simply impossible; one of the rabbis on the panel told Bain's counsel that ignoring it may result in a "seruv," a "letter of recalcitrance. He may be subject to all forms of communal sanctions and societal pressures due his flagrant violation of Jewish law." Strulovitch's representative reiterated the seriousness of ignoring the summons, stating to Bain that "This is serious and the lawyer cannot protect you from your hashem and your religious obligations. If you get a siruv [sic] everyone will know that you do not listen to Beis din."

When the parties appeared in Court on the Order to Show Cause, the Court took oral argument on the Record. Strulovitch argued that the Court had no jurisdiction over the arbitration because it is a religious matter. Naturally, the other parties disagreed. At the conclusion of the appearance, the Court

granted the stay, and allowed time for the parties to submit papers on the motion.

Strulovitch asserts in opposition to this motion that "Petitioner's proposed preliminary injunction would violate Strulovitch's Free Exercise rights in two ways. As a threshold matter, the United States Supreme Court long ago explained that 'civil courts exercise no jurisdiction' over matters involving 'theological controversy, church discipline, ecclesiastical government, or the conformity of the members of the church to the standard of morals required of them.'" He further contends that "A beis din proceeding - that is, a proceeding of a Jewish religious panel - is religious in nature. Its purpose is to decide matters of Jewish religious law. A hazmana, too, is religious in nature. It has no legal power, and the beis din does not have the power of a secular court. An effect of a hazmana is religious rather than legal in nature. Petitioner concedes as much. . . . In other words, Petitioner seeks this Court's intervention in a religious matter, in which a religious panel would decide matters of religious law. This proposed relief - judicial interference in matters of religious law, faith, and doctrine - is precisely what the First Amendment proscribes."

The Court agrees with Strulovitch about the limits of its power over religious matters. "The First Amendment forbids

civil courts from interfering in or determining religious disputes, because there is substantial danger that the state will become entangled in essentially religious controversies or intervene on behalf of groups espousing particular doctrines or beliefs." *New Hope Christian Church, Inc. v. Parks*, 236 A.D.3d 669, 670, 228 N.Y.S.3d 489, 490 (2d Dept. 2025).

The matters that Strulovitch has raised with the Beis Din, however, are not religious, as clearly stated in the summons (hazmana). As noted, the hazmana itself says that "Dispute is Regarding: court case Index No. [7]5548/2024." Strulovitch's rabbinical representative confirmed that the purpose of the arbitration is secular, as the purpose is to confirm the arbitration award and demonstrate that Bain has no right of first refusal ("we are calling him to beis din to stop interfering in our confirmation. (and to prove that he has no right of first refusal" [sic])).

As the Second Department has explained, "civil disputes involving religious parties or institutions may be adjudicated without offending the First Amendment as long as neutral principles of law are the basis for their resolution. The neutral principles of law approach requires the court to apply objective, well-established principles of secular law to the issues." *Chestnut v. United Methodist Church*, 230 A.D.3d 182, 197, 215 N.Y.S.3d 376, 387 (2d Dept. 2024). In this matter, the

Court will only need to apply neutral principles of secular law to the issues raised herein. There is, thus, no First Amendment reason to deny the motion.

With respect to Bain's contention that Strulovitch violated the stay imposed by the Court because the arbitral panel issued a seruv to Bain, the Court sees the letter written by his counsel. In that letter, counsel states, in relevant part, that Strulovitch's representative notified the Beis Din of the stay, and stated that "Until further notice we are restrained from taking any further action as we do not want to be in violation of the TRO." He later stated that "I want to make it clear that the court's TRO has temporarily enjoined proceedings relating to the Westchester County action, 'including any beis din.' Accordingly, as stated previously, in accordance with the TRO, we are not taking any further action with this Beis Din until further notice, including seeking any seruv." In response, the Beis Din replied that "'We want to make it very clear that neither Strulowitz nor his agents requested the seruv after the TRO was issued. The BD issued it of its own volition as a response to the chutzpah of enjoining a litigant from pursuing his Halachic rights to a Din Torah.'"

Given this letter, to which there was no response, the Court denies the request to sanction Strulovitch. There is no evidence that Strulovitch or any of his representatives, secular

or religious, have violated the Court's rulings. The parties may agree to go to a beis din (this present one, or any other), if they wish. However, unless and until this Court rules otherwise, without such an agreement, these disputes among the parties shall remain in front of this Court, and this Court only.

To rectify the potential damage to Bain's reputation in the religious community resulting from the issuance of the serv by the Beis Din, Strulovitch must take all steps necessary to have the Beis Din withdraw it, including withdrawing the entire proceeding.

The foregoing constitutes the decision and order of the Court.²

Dated: White Plains, New York
April 24, 2026



HON. LINDA S. JAMIESON
Justice of the Supreme Court

²All other arguments raised, and all materials submitted by the parties in connection therewith, have been considered by this Court, notwithstanding the specific absence of reference thereto.

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EXHIBIT B

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
In the Matter of the Application of MOSHE BAIN,

Petitioner-Plaintiff,

- against -

SAMUEL STRULOVITCH, MS ACQUISITION I,
LLC, and 10 CLAREMONT AVENUE, LLC,

Respondents-Defendants,

- and -

PARKVIEW OPERATING CO., LLC,
WESTCHESTER GARDENS REALTY LLC,
JONATHAN BLEIER, and ROBERT BLEIER,

Nominal Defendants.

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Index No. 75548/2024

Hon. Linda S. Jamieson, J.S.C.

NOTICE OF APPEAL

PLEASE TAKE NOTICE that Respondents-Defendants-Appellants Samuel Strulovitch, MS Acquisition I, LLC, and 10 Claremont Avenue, LLC (collectively, “Appellants”) hereby appeal to the Appellate Division of the Supreme Court of the State of New York, Second Judicial Department, from the Decision and Order of the Supreme Court of the State of New York, County of Westchester, Commercial Division (Jamieson, J.), dated April 24, 2026, and filed with the Westchester County Clerk on April 29, 2026 (NYSCEF Doc. No. 125), which:

(1) granted Petitioner-Plaintiff’s motion for a preliminary injunction, which sought to enjoin Appellants “from furthering any action” in another forum—including religious proceedings before a Beis Din, a Jewish religious panel—on issues related to Petitioner-Plaintiff and his ownership interests in Westchester Gardens Realty LLC and Parkview Operating Co., LLC; and

(2) ordered Appellant Strulovitch to take all steps necessary to have the Beis Din (Jewish religious panel) withdraw the “seruv” (letter of recalcitrance under Jewish law) issued against Petitioner-Plaintiff, including withdrawing the entire proceeding before that Beis Din.

Appellants appeal from the Decision and Order in its entirety, and from each and every part thereof.

This appeal is taken as of right pursuant to CPLR 5701(a)(2), as the Decision and Order grants a provisional remedy.

Dated: New York, New York
May 4, 2026

BRONSTEIN, GEWIRTZ & GROSSMAN, LLC

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Supreme Court of the State of New York

Appellate Division: Second Judicial Department

Informational Statement (Pursuant to 22 NYCRR 1250.3 [a]) - Civil

Case Title: Set forth the title of the case as it appears on the summons, notice of petition or order to show cause by which the matter was or is to be commenced, or as amended.		For Court of Original Instance	
In the Matter of the Application of MOSHE BAIN, Petitioner-Plaintiff, - against - SAMUEL STRULOVITCH, MS ACQUISITION I, LLC, and 10 CLAREMONT AVENUE, LLC, Respondents-Defendants, - and - PARKVIEW OPERATING CO., LLC, WESTCHESTER GARDENS REALTY LLC, JONATHAN BLEIER, and ROBERT BLEIER, Nominal Defendants.		Date Notice of Appeal Filed	
For Appellate Division			
Case Type		Filing Type	
☒ Civil Action ☒ CPLR article 75 Arbitration ☐ Action Commenced under CPLR 214-g ☐ CPLR article 78 Proceeding ☐ Special Proceeding Other ☐ Habeas Corpus Proceeding		☒ Appeal ☐ Original Proceedings ☐ CPLR Article 78 ☐ Eminent Domain ☐ Labor Law 220 or 220-b ☐ Public Officers Law § 36 ☐ Real Property Tax Law § 1278 ☐ Transferred Proceeding ☐ CPLR Article 78 ☐ Executive Law § 298 ☐ CPLR 5704 Review	
Nature of Suit: Check up to three of the following categories which best reflect the nature of the case.			
☐ Administrative Review	☐ Business Relationships	☒ Commercial	☐ Contracts
☐ Declaratory Judgment	☐ Domestic Relations	☐ Election Law	☐ Estate Matters
☐ Family Court	☐ Mortgage Foreclosure	☐ Miscellaneous	☐ Prisoner Discipline & Parole
☐ Real Property (other than foreclosure)	☐ Statutory	☐ Taxation	☐ Torts

Informational Statement - Civil

Appeal			
Paper Appealed From (Check one only):		If an appeal has been taken from more than one order or judgment by the filing of this notice of appeal, please indicate the below information for each such order or judgment appealed from on a separate sheet of paper.	
☐ Amended Decree ☐ Amended Judgement ☐ Amended Order ☐ Decision ☐ Decree	☐ Determination ☐ Finding ☐ Interlocutory Decree ☐ Interlocutory Judgment ☐ Judgment	☒ Order ☐ Order & Judgment ☐ Partial Decree ☐ Resettled Decree ☐ Resettled Judgment	☐ Resettled Order ☐ Ruling ☐ Other (specify):
Court: <u>Supreme Court</u>		County: <u>Westchester</u>	
Dated: <u>04/24/2026</u>		Entered: <u>04/29/2026</u>	
Judge (name in full): <u>Linda S. Jamieson</u>		Index No.: <u>75548/2024</u>	
Stage: ☒ Interlocutory ☐ Final ☐ Post-Final		Trial: ☐ Yes ☒ No If Yes: ☐ Jury ☐ Non-Jury	
Prior Unperfected Appeal and Related Case Information			
Are any appeals arising in the same action or proceeding currently pending in the court? ☐ Yes ☒ No If Yes, please set forth the Appellate Division Case Number assigned to each such appeal.			
Where appropriate, indicate whether there is any related action or proceeding now in any court of this or any other jurisdiction, and if so, the status of the case:			
Original Proceeding			
Commenced by: ☐ Order to Show Cause ☐ Notice of Petition ☐ Writ of Habeas Corpus			Date Filed:
Statute authorizing commencement of proceeding in the Appellate Division:			
Proceeding Transferred Pursuant to CPLR 7804(g)			
Court: <u>Choose Court</u>		County: <u>Choose County</u>	
Judge (name in full):		Order of Transfer Date:	
CPLR 5704 Review of Ex Parte Order:			
Court: <u>Choose Court</u>		County: <u>Choose County</u>	
Judge (name in full):		Dated:	
Description of Appeal, Proceeding or Application and Statement of Issues			
Description: If an appeal, briefly describe the paper appealed from. If the appeal is from an order, specify the relief requested and whether the motion was granted or denied. If an original proceeding commenced in this court or transferred pursuant to CPLR 7804(g), briefly describe the object of proceeding. If an application under CPLR 5704, briefly describe the nature of the ex parte order to be reviewed.			
The Order (i) granted Petitioner's motion for a preliminary injunction, which sought to enjoin Appellants from "furthering any action" in another forum—including religious proceedings before a Beis Din, a Jewish religious panel—on issues related to Petitioner-Plaintiff and his ownership interests in Westchester Gardens Realty LLC and Parkview Operating Co., LLC; (ii) denied Petitioner's motion for sanctions; and (iii) ordered Strulovitch to take all steps necessary to have the Beis Din withdraw the "seruv" (letter of recalcitrance under Jewish law) issued against Petitioner, including withdrawing the entire proceeding before that Beis Din.			

Informational Statement - Civil

Issues: Specify the issues proposed to be raised on the appeal, proceeding, or application for CPLR 5704 review, the grounds for reversal, or modification to be advanced and the specific relief sought on appeal.

The issues proposed to be raised in this appeal include, but are not limited to, whether the lower court's Order violates the First Amendment to the U.S. Constitution by enjoining a religious summons ("hazmana")--whose effect is religious and that has no legal force--and a religious proceeding before a religious panel that would decide matters of religious law. This includes: (1) Whether the Order exceeds the authority of a civil court and violates the "church autonomy doctrine" under the First Amendment's Free Exercise and Establishment Clauses by interfering with a religious panel's consideration of religious matters and by requiring Strulovitch to take all necessary steps to have that panel withdraw a religious document that the panel issued of its own volition. (2) Whether the Order -- which is not a "generally applicable" law but is specific only to Petitioner, the context of this case, and his particular religious interests -- infringes Strulovitch's rights under the Free Exercise Clause by burdening Strulovitch's religious exercise without satisfying the requisite level of constitutional scrutiny. (3) Any such other issues as may exist upon further review of the Record on appeal. This appeal seeks reversal of the Order.

Party Information

Instructions: Fill in the name of each party to the action or proceeding, one name per line. If this form is to be filed for an appeal, indicate the status of the party in the court of original instance and his, her, or its status in this court, if any. If this form is to be filed for a proceeding commenced in this court, fill in only the party's name and his, her, or its status in this court.

No.	Party Name	Original Status	Appellate Division Status
1	Moshe Bain	Petitioner	Respondent
2	Samuel Strulovitch	Respondent	Appellant
3	MS Acquisition I, LLC	Respondent	Appellant
4	10 Claremont Avenue, LLC	Respondent	Appellant
5	Parkview Operating Co., LLC	Defendant	Respondent
6	Westchester Gardens Realty LLC	Defendant	Respondent
7	Jonathan Bleier	Defendant	Respondent
8	Robert Bleier	Defendant	Respondent
9			
10			
11			
12			
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15			
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17			
18			
19			
20			

Informational Statement - Civil

Attorney Information

Instructions: Fill in the names of the attorneys or firms for the respective parties. If this form is to be filed with the notice of petition or order to show cause by which a special proceeding is to be commenced in the Appellate Division, only the name of the attorney for the petitioner need be provided. In the event that a litigant represents herself or himself, the box marked "Pro Se" must be checked and the appropriate information for that litigant must be supplied in the spaces provided.

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Attorney/Firm Name: Abrams Fensterman, LLP

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State: New York

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Party or Parties Represented (set forth party number(s) from table above): 8

Attorney/Firm Name:

Address:

City:

State:

Zip:

Telephone No:

E-mail Address:

Attorney Type: ☐ Retained ☐ Assigned ☐ Government ☐ Pro Se ☐ Pro Hac Vice

Party or Parties Represented (set forth party number(s) from table above):

Informational Statement - Civil

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
In the Matter of the Application of MOSHE BAIN,

Petitioner-Plaintiff,

- against -

SAMUEL STRULOVITCH, MS ACQUISITION I,
LLC, and 10 CLAREMONT AVENUE, LLC,

Respondents-Defendants,

- and -

PARKVIEW OPERATING CO., LLC,
WESTCHESTER GARDENS REALTY LLC,
JONATHAN BLEIER, and ROBERT BLEIER,

Nominal Defendants.

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Index No. 75548/2024

Hon. Linda S. Jamieson, J.S.C.

NOTICE OF ENTRY

PLEASE TAKE NOTICE that the annexed Decision and Order of the Supreme Court of the State of New York, County of Westchester, Commercial Division (Jamieson, J.S.C.), dated April 24, 2026, and entered and filed with the Westchester County Clerk on April 29, 2026 (NYSCEF Doc. No. 125), was duly entered in the office of the Clerk of the County of Westchester on April 29, 2026.

PLEASE TAKE FURTHER NOTICE that, pursuant to CPLR 5513(a), the time within which to take an appeal as of right from said Decision and Order commenced upon service of this Notice of Entry.

Dated: New York, New York
May 4, 2026

BRONSTEIN, GEWIRTZ & GROSSMAN, LLC

By: s/Yitzchak Eliezer Soloveichik
Yitzchak Eliezer Soloveichik
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Attorneys for Respondents-Defendants
Samuel Strulovitch, MS Acquisition I, LLC,
and 10 Claremont Avenue, LLC

To:

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RECEIVED NYSCEF: 05/04/2026
To commence the statutory time period for appeals as of right (CPLR § 5513 [a]), you are advised to serve a copy of this order, with notice of entry, upon all parties.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

PRESENT: HON. LINDA S. JAMIESON

-----X

In the Matter of the Application of MOSHE
BAIN,

Index No.75548/2024

Petitioner-Plaintiff,

DECISION AND ORDER

-against-

SAMUEL STRULOVITCH, MS ACQUISITION I, LLC,
and 10 CLAREMONT AVENUE, LLC,

Respondents-Defendants,

- and -

PARKVIEW OPERATING CO., LLC, WESTCHESTER
GARDENS REALTY LLC, JONATHAN BLEIER, and
ROBERT BLEIER,

Nominal Defendants.

-----X

The following papers numbered 1 to 8 were read on this
motion:

<u>Paper</u>	<u>Number</u>
Order to Show Cause and Affirmation	1
Memorandum of Law	2
Notice of Joinder	3
Affirmation and Exhibits	4
Affirmations in Opposition	5
Memorandum of Law in Opposition	6
Memorandum of Law in Reply	7

Affirmation in Support

8

Petitioner/Plaintiff, joined by nominal defendants Parkview Operating Co., LLC and Westchester Gardens Realty LLC, as well as nominal defendant Robert Bleier, brings his motion seeking (1) to enjoin respondent-defendant Strulovitch from "furthering any action involving plaintiff and his ownership interests in Westchester Gardens Realty and Parkview Operating Co. before any other tribunal, court, or arbitral panel, whether civil or religious;" and (2) to sanction Strulovitch for violating the prior directives of this Court.

In 2022, Strulovitch commenced an arbitration before a rabbinical arbitral panel in Rockland County against nominal defendant Jonathan Bleier. They were the only participants. In this action, Bain asserts that Strulovitch's commencement of the Rockland rabbinical arbitration "was ultra vires, and therefore, void" and that he was a necessary party to that arbitration "because the Award dramatically impacts his interests in Parkview and Westchester Gardens."

In October 2024, Bain filed his own arbitration before a different rabbinical court in Brooklyn, seeking a rehearing and vacatur of the Rockland award (the "Brooklyn arbitration"). In the Brooklyn arbitration, the rabbinical court issued an injunctive order temporarily restraining Strulovitch from taking

any action to enforce the Rockland award pending a decision in the Brooklyn arbitration.

In December 2024, the Court issued a preliminary injunction which enjoined respondents-defendants from taking any action to confirm or enforce the challenged rabbinical court arbitral award, dated April 17, 2024. Thereafter, in June 2025, this Court denied Strulovitch's motions to dismiss this action, finding that "[i]t is clear from the papers submitted to the Court that there are indeed substantial controversies between the parties about multiple issues, ranging from the propriety of the Rockland arbitration and the exclusion of Bain and RB from that arbitration; to the meaning and consequences of the award in that arbitration; to whether Strulovitch agreed to the Brooklyn arbitration by selecting a rabbi to represent him, among other controversies."

Now, it appears that despite that preliminary injunction, Strulovitch has commenced another arbitration before another rabbinical court in Brooklyn. Strulovitch takes the position that the stay issued by the Court was narrow, and that his new proceeding is not covered by the Court's previous injunction. The Court disagrees. The subject of that proceeding, stated in the summons¹ issued by that panel, is "Dispute is Regarding:

¹ The Hebrew word is "hazmana."

court case Index No. [7]5548/2024." (The typo in the Index Number is in the translation, but it is correct in the Hebrew original.) Bain and Strulovitch are named as the only parties. The new arbitration is thus not as narrow as Strulovitch asserts, as it potentially covers all of the parties' disputes about the nursing home.

When Bain asked Strulovitch to withdraw the proceeding, he asserted that Bain was free to ignore the summons. According to Bain, this is simply impossible; one of the rabbis on the panel told Bain's counsel that ignoring it may result in a "seruv," a "letter of recalcitrance. He may be subject to all forms of communal sanctions and societal pressures due his flagrant violation of Jewish law." Strulovitch's representative reiterated the seriousness of ignoring the summons, stating to Bain that "This is serious and the lawyer cannot protect you from your hashem and your religious obligations. If you get a siruv [sic] everyone will know that you do not listen to Beis din."

When the parties appeared in Court on the Order to Show Cause, the Court took oral argument on the Record. Strulovitch argued that the Court had no jurisdiction over the arbitration because it is a religious matter. Naturally, the other parties disagreed. At the conclusion of the appearance, the Court

granted the stay, and allowed time for the parties to submit papers on the motion.

Strulovitch asserts in opposition to this motion that "Petitioner's proposed preliminary injunction would violate Strulovitch's Free Exercise rights in two ways. As a threshold matter, the United States Supreme Court long ago explained that 'civil courts exercise no jurisdiction' over matters involving 'theological controversy, church discipline, ecclesiastical government, or the conformity of the members of the church to the standard of morals required of them.'" He further contends that "A beis din proceeding - that is, a proceeding of a Jewish religious panel - is religious in nature. Its purpose is to decide matters of Jewish religious law. A hazmana, too, is religious in nature. It has no legal power, and the beis din does not have the power of a secular court. An effect of a hazmana is religious rather than legal in nature. Petitioner concedes as much. . . . In other words, Petitioner seeks this Court's intervention in a religious matter, in which a religious panel would decide matters of religious law. This proposed relief - judicial interference in matters of religious law, faith, and doctrine - is precisely what the First Amendment proscribes."

The Court agrees with Strulovitch about the limits of its power over religious matters. "The First Amendment forbids

civil courts from interfering in or determining religious disputes, because there is substantial danger that the state will become entangled in essentially religious controversies or intervene on behalf of groups espousing particular doctrines or beliefs." *New Hope Christian Church, Inc. v. Parks*, 236 A.D.3d 669, 670, 228 N.Y.S.3d 489, 490 (2d Dept. 2025).

The matters that Strulovitch has raised with the Beis Din, however, are not religious, as clearly stated in the summons (hazmana). As noted, the hazmana itself says that "Dispute is Regarding: court case Index No. [7]5548/2024." Strulovitch's rabbinical representative confirmed that the purpose of the arbitration is secular, as the purpose is to confirm the arbitration award and demonstrate that Bain has no right of first refusal ("we are calling him to beis din to stop interfering in our confirmation. (and to prove that he has no right of first refusal" [sic])).

As the Second Department has explained, "civil disputes involving religious parties or institutions may be adjudicated without offending the First Amendment as long as neutral principles of law are the basis for their resolution. The neutral principles of law approach requires the court to apply objective, well-established principles of secular law to the issues." *Chestnut v. United Methodist Church*, 230 A.D.3d 182, 197, 215 N.Y.S.3d 376, 387 (2d Dept. 2024). In this matter, the

Court will only need to apply neutral principles of secular law to the issues raised herein. There is, thus, no First Amendment reason to deny the motion.

With respect to Bain's contention that Strulovitch violated the stay imposed by the Court because the arbitral panel issued a seruv to Bain, the Court sees the letter written by his counsel. In that letter, counsel states, in relevant part, that Strulovitch's representative notified the Beis Din of the stay, and stated that "Until further notice we are restrained from taking any further action as we do not want to be in violation of the TRO." He later stated that "I want to make it clear that the court's TRO has temporarily enjoined proceedings relating to the Westchester County action, 'including any beis din.' Accordingly, as stated previously, in accordance with the TRO, we are not taking any further action with this Beis Din until further notice, including seeking any seruv." In response, the Beis Din replied that "'We want to make it very clear that neither Strulowitz nor his agents requested the seruv after the TRO was issued. The BD issued it of its own volition as a response to the chutzpah of enjoining a litigant from pursuing his Halachic rights to a Din Torah.'"

Given this letter, to which there was no response, the Court denies the request to sanction Strulovitch. There is no evidence that Strulovitch or any of his representatives, secular

or religious, have violated the Court's rulings. The parties may agree to go to a beis din (this present one, or any other), if they wish. However, unless and until this Court rules otherwise, without such an agreement, these disputes among the parties shall remain in front of this Court, and this Court only.

To rectify the potential damage to Bain's reputation in the religious community resulting from the issuance of the serv by the Beis Din, Strulovitch must take all steps necessary to have the Beis Din withdraw it, including withdrawing the entire proceeding.

The foregoing constitutes the decision and order of the Court.²

Dated: White Plains, New York
April 24, 2026



HON. LINDA S. JAMIESON
Justice of the Supreme Court

²All other arguments raised, and all materials submitted by the parties in connection therewith, have been considered by this Court, notwithstanding the specific absence of reference thereto.

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Bronstein, Gewirtz et al.
Attorneys for Samuel Strulovitch, MS Acquisition I, LLC and
10 Claremont Avenue, LLC
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New York, New York 10165

EXHIBIT C

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
In the Matter of the Application of
MOSHE BAIN,

Index No. 75548/2024

Petitioner-Plaintiff,

-against-

**FIRST AMENDED VERIFIED
PETITION-COMPLAINT**

SAMUEL STRULOVITCH, MS ACQUISITION I, LLC,
and 10 CLAREMONT AVENUE, LLC,

Respondents-Defendants,

-and-

PARKVIEW OPERATING CO., LLC, WESTCHESTER
GARDENS REALTY LLC, JONATHAN BLEIER, and
ROBERT BLEIER,

Nominal Defendants.
-----X

Petitioner-Plaintiff Moshe Bain ("Bain" or "Petitioner"), by and through his attorneys,
Bleakley Platt & Schmidt, LLP, as and for his First Amended Verified Petition-Complaint, alleges
as follows:

PRELIMINARY STATEMENT

1. This is a hybrid action in which Petitioner, pursuant to CPLR Article 75, seeks to vacate an incomprehensible arbitration award (the "Award") and enjoin its confirmation and enforcement pending adjudication of this proceeding and an arbitration Petitioner commenced against all parties, and to compel Respondent-Defendant Samuel Strulovitch ("Strulovitch") to arbitrate Petitioner's claims, consistent with his agreement and participation in the arbitration. In the alternative, this action seeks to adjudicate via declaratory relief and monetary damages the competing LLC ownership interests of the various parties.

2. The Award was issued on April 17, 2024 following an arbitration from which Petitioner was purposefully excluded before a panel of Rabbinical Court judges in Rockland County (“Rockland Rabbinical Court”). A true and correct copy of the Award (and its certified translation) is attached hereto as Exhibit 1.

3. The underlying arbitration purported to adjudicate the ownership of Nominal Defendants Parkview Operating Co., LLC (“Parkview”) and Westchester Gardens Realty LLC (“Westchester Gardens”), which are the operating and realty companies, respectively, for the Westchester Center for Rehabilitation and Nursing, a nursing home in Mount Vernon, New York.

4. Petitioner Bain was improperly excluded from the underlying arbitration despite his documented, undisputed ownership interest in this nursing home. The operating agreements for Parkview and Westchester Gardens, true and correct copies of which are attached hereto as Exhibits 2 and 3, respectively.

5. The challenged Award¹ purports to grant Strulovitch 22% ownership of “the aforementioned Nursing Home [Operation and Realty].” (Ex. 1.) But, as the transactional documents demonstrate, Petitioner, together with his partners Jonathan Bleier and Robert Bleier, previously acquired 100% of both Parkview and Westchester Gardens from MS Acquisition I, LLC (“MS Acquisition”) and 10 Claremont Avenue, LLC (“10 Claremont” and together with MS Acquisition, “Seller LLC Respondents”). The Rockland Rabbinical Court arbitration panel apparently ignored these documents—the challenged Award does not cite or even mention them.

¹ On August 29, 2024, Strulovitch filed an action to confirm the arbitration award in Rockland County Supreme Court, Index No. 035405/2024 (Hon. Keith J. Cornell). The only respondent Strulovitch named in that action was Jonathan Bleier—as with the underlying arbitration, Bain was improperly excluded. By Order to Show Cause, Bain sought and secured from this Court injunctive relief and a stay prohibiting enforcement or confirmation of Award, including in the Rockland action. Upon information and belief, Strulovitch discontinued the Rockland action without prejudice.

6. Indeed, upon information and belief, during the underlying arbitration Strulovitch did not dispute the fact that Bain and his partners had acquired ownership of both Parkview and Westchester Gardens. Instead, Strulovitch alleged the existence of a secret “side deal” between himself and Jonathan Bleier to retain an ownership interest in the nursing home as an “undisclosed partner,” which the arbitration panel apparently credited, although the Award, at best, is so cryptic that its substantive reasoning cannot be deciphered.

7. At a minimum, this Court should adjudicate the inevitable impact of the Award on the parties’ ownership percentages in both Parkview and Westchester Gardens. Accordingly, Petitioner Bain seeks, in the alternative, specific performance with respect to his contractual Right of First Refusal as to the ownership interests allegedly held by Strulovitch or Seller LLC Respondents.

PARTIES

8. Petitioner Moshe Bain is an individual residing in Queens County, New York.

9. Westchester Center for Rehabilitation and Nursing (the “Nursing Facility”) is a DOH-regulated nursing facility located at 10 Claremont Avenue in Mount Vernon, New York.

10. Nominal Defendants Parkview and Westchester Gardens are both limited liability companies formed in the State of New York and operating in Westchester County. Parkview is the operating company for the Nursing Facility, and Westchester Gardens owns the real estate on which the Nursing Facility is located.

11. The membership percentages for Parkview and Westchester Gardens are set forth in their respective operating agreements. Specifically, Petitioner and Nominal Defendants Jonathan Bleier and Robert Bleier together own 100% of each of Parkview and Westchester Gardens.

12. Respondent-Defendant Samuel Strulovitch is an individual residing in Kings County, New York.

13. Respondents-Defendants MS Acquisition I, LLC and 10 Claremont Avenue, LLC (i.e., Seller LLC Respondents) are both limited liability companies formed and operating in New York.

14. Upon information and belief, Strulovitch is a member of both Seller LLC Respondents.

15. Upon information and belief, Seller LLC Respondents, through Strulovitch, claim ownership interests in Parkview and/or Westchester Gardens.

16. Upon information and belief, Strulovitch is not the managing member, or otherwise lawfully authorized to take any action, including the prosecution of the underlying Rockland Rabbinical Court arbitration, on behalf of Seller LLC Respondents.

17. Specifically, upon information and belief, the Seller LLC Respondents are both manager managed limited liability companies, and there is another manager of those entities, Michael Melnick. Further, upon information and belief, the acts more described fully below undertaken by Strulovitch were not taken with Melnick's knowledge or approval.

JURISDICTION, VENUE AND ASSIGNMENT

18. The Supreme Court has jurisdiction over this action pursuant to CPLR Article 75.

19. Venue for this action is proper in the County of Westchester under CPLR § 7502(a)(i) because Seller LLC Respondents and Strulovitch are all doing business in Westchester, and under CPLR § 503 because the Nursing Facility at issue is located in Westchester, to wit: Mount Vernon, New York.

20. Assignment to the Commercial Part is proper under 22 N.Y.C.R.R. § 202.70 because the amount at issue, exclusive of punitive damages, interests, costs, disbursements and counsel fees claimed, exceeds \$100,000.00. Specifically, this dispute concerns the legal ownership of Parkview and Westchester Gardens, the operating and realty companies for the Nursing Facility, which is valued at over \$17 million.

FACTUAL BACKGROUND

Acquisition of the Westchester Nursing Facility

21. Prior to February 17, 2010, MS Acquisition was the DOH-licensed operator of the Nursing Facility and 10 Claremont owned the realty on which the Nursing Facility is situated. Upon information and belief, Strulovitch and non-party Michael Melnick each held a 50% membership interest in these two companies.

22. MS Acquisition was losing hundreds of thousands of dollars a year on the Nursing Facility operation and 10 Claremont was in default on the mortgage for the realty.

23. On February 17, 2010, Strulovitch and Melnick signed a letter of intent (the "LOI") with Parkview Partners LLC, the predecessor entity to Parkview. A true and correct copy of the LOI is attached hereto as Exhibit 4.

24. Pursuant to the LOI, Parkview would acquire the realty and "certain operating assets" relating to the Nursing Facility, including "certain liabilities to be assumed by Buyer." (Ex. 4, at 1.) Among the LOI conditions was that Parkview needed to obtain "final unconditional approval" by the DOH as the new operator of the Nursing Facility and that the Buyer's principals would purchase "24.9% of the membership interests of Operating LLC pursuant to Public Health Law 90-day notice procedures." (*Id.* at 1-2.) In addition, Parkview would provide a loan for "all working capital necessary for funding operations" of the Nursing Facility." (*Id.* at 2.)

25. On April 1, 2010, Strulovitch, Melnick and Seller LLC Respondents entered into an Asset Purchase Agreement ("APA") to, among other things, sell the Nursing Facility and the realty to Parkview for a purchase price of \$4 million. A true and correct copy of the APA is attached hereto as Exhibit 5. Both sides were represented by counsel in the negotiation of the APA and subsequent transaction documents. Based upon the purchase price, Parkview paid

approximately \$104 per bed, which was greater than the average price per bed in New York at that time.

26. Via the APA, Strulovitch and the other sellers represented that they had full authority to sell the Nursing Facility and the realty and that the APA was a binding agreement. (See Ex. 5, at § 9.3). The APA also provided that it could “not be amended, modified, or supplemented except by a written instrument executed by all of the parties.” (*Id.* § 21). And the APA contained an unambiguous merger clause which stated that it “contains the entire agreement of the parties with respect to the transactions covered hereby and supersedes all prior oral and written understandings.” (*Id.* § 24).

27. Following the signing of the APA, Strulovitch proposed that he acquire a 48% membership interest in Parkview in exchange for a \$500,000 capital contribution that would then be repaid to him. Nominal Defendant Jonathan Bleier rejected Strulovitch’s proposal.

28. At the subsequent arbitration before the Rockland Rabbinical Court, Strulovitch admitted that Jonathan Bleier had rejected that proposal. Strulovitch also admitted that he never made a \$500,000 payment to Parkview, either as a capital contribution or an option payment to later acquire an interest in Parkview.

29. Following Jonathan Bleier’s rejection of his proposal, Strulovitch told Bleier that he had \$600,000-\$700,000 invested in the Nursing Facility and could not afford to suffer that loss. He alleged that he stood to lose that capital because the proceeds from the acquisition of the Nursing Facility were going exclusively to Melnick, Strulovitch’s partner. Strulovitch begged Bleier, on an affinity basis, to help him avoid sustaining that loss. Bleier told Strulovitch he would try to figure out a way to help Strulovitch get his capital back.

30. Thereafter, on March 7, 2011, the parties executed an Amendment to the APA (the “Amendment”), a true and correct copy of which is attached hereto as Exhibit 6.

31. Via the Amendment, the parties agreed that Westchester Gardens would purchase the realty underlying the Nursing Facility from 10 Claremont, and further agreed to split the transaction to allow Westchester Gardens to close on its acquisition prior to Parkview closing on its acquisition of the Nursing Facility.

32. The parties agreed that the purchase price for the property would be \$17,165,000 (Ex. 6, at § 4.1.1), and that the “Basic Assets” would be “the amount of the Purchase price specified in Section 3.1” of the APA (*i.e.*, \$4 million), “minus \$17,165,000.” (*Id.* § 4.1.2). The parties further agreed that Westchester Gardens would pay for the realty by assuming the full “outstanding principal balance” of the mortgage on the realty. (*Id.* § 5.1.1.1.)

33. As part of the Amendment, Strulovitch represented that “[a]ll representations and warranties . . . relating to the Property will be true and correct in all material respects as of the Real Property Closing Date as though made as of such date. All representations and warranties . . . relating to the [Nursing Facility] will be true and correct in all material respects as of the Closing Date as though made as of such date.” (*Id.* § 6.2).

34. In connection with Westchester Gardens’ acquisition of the Nursing Facility property from 10 Claremont, the parties entered into a Loan Extension, Assumption of Loan and Consent Agreement, dated April 15, 2011 (the “Loan Modification Agreement”) with Capital Lending and Mortgage Group, LLC (“Lender”), the lender for the mortgage on the realty. A true and correct copy of the Loan Modification Agreement is attached hereto as Exhibit 7.

35. Pursuant to the Loan Modification Agreement, the maturity date for the loan was extended and Westchester Gardens, along with Jonathan Bleier (among others) provided a new guaranty for the loan. (Ex. 7, at §§ 1(a) and 3(a)(ii).) Strulovitch did not.

36. In addition, Strulovitch and Melnick represented to Lender that they were selling the realty to Westchester Gardens. Westchester Gardens and the new guarantors (including Jonathan Bleier) also provided Lender with an opinion letter from counsel concerning their standing to enter into the Loan Modification Agreement.

37. As a result of those representations, Lender released Strulovitch from all liability under the loan agreement and guaranty. (*See id.* §§ 3 and 13.)

38. Importantly, Strulovitch had many years' experience in the nursing home industry and was well aware that an acquisition of ownership in the Nursing Facility needed to be approved by the DOH. Indeed, that process was explicitly referenced in several sections of the APA:

- closing was conditioned on DOH approval for the acquisition (Ex. 5, at § 7);
- Bleier and the other the purchasers represented that to their knowledge, the DOH would approve of the transaction (*id.* § 10.4);
- Strulovitch and the other sellers agreed to provide the purchasers "in a reasonable and timely manner all documentation within Sellers' control as requested by Buyer in connection with its processing of the Application" to the DOH (*id.* § 11.6);
- the purchasers agreed to diligently pursue their application with the DOH and "deliver to Sellers' attorney a complete copy of the Application and all correspondence with the Department of Health." In the event that the DOH "indicate[d] that it had concerns about the character or competence of any proposed member of Buyer which concerns would delay or prevent approval of the Application, Buyer shall have the right to substitute another individual. . ." (*id.* § 12.1.).

39. On April 14, 2011, the eve of Westchester Gardens' closing on the acquisition of the realty, Strulovitch called Bleier and told him he would not close on the transaction because he had no security for the repayment of his capital investment that Bleier had agreed to make.

40. As result, Bleier sent Strulovitch an email, “[f]or your comfort and security,” indicating that Strulovitch would receive a return of his investment capital. A true and correct copy of this e-mail is attached hereto as Exhibit 8. The email did not agree to grant any ownership interest to Strulovitch in either Parkview or Westchester Gardens, and Bleier obviously could not unilaterally dilute his partners’ interests in these companies. The e-mail references a potential agreement of ownership but indicates the matter would be discussed; it did not create an agreement.

41. The parties did subsequently discuss the matter and agreed that Strulovitch would receive a return of his investment capital via a periodic consulting fee, as well as payments for health insurance costs and car lease payments for ten years, for a total payment of approximately \$1.3 million—double Strulovitch’s investment capital. That plan was ratified by the other members of Parkview, including Petitioner, who signed the Parkview operating agreement (Ex. 2) on that basis.

42. The three members of Parkview all fully performed their payment obligation. Strulovitch did not provide any capital or services in exchange for those payments, and in fact, never provided any capital to Bleier after the closing of the APA.

43. On April 15, 2011, Westchester Gardens closed on its acquisition of the realty, with Jonathan Bleier owning a 24% interest in that entity. To document that transaction, 10 Claremont provided Westchester Gardens with a bargain and sale deed, dated April 15, 2011. A true and correct copy of the bargain and sale deed is attached hereto as Exhibit 9.

DOH Approval of the Nursing Facility Acquisition

44. As set forth in the APA, to effectuate the Nursing Facility ownership change that the parties agreed upon in the APA, prior approval by the New York State Public Health and Health Planning Council (the “Planning Council”), which is part of the DOH, was required.

45. That approval process is governed by Article 28 of the New York Public Health Law (“NYPHL”) and 10 NYCRR § 600. Pursuant to NYPHL § 2800, the “Declaration of Policy and Statement of Purpose” for Article 28 is “to provide for the protection and promotion of the health of the inhabitants of the state, pursuant to section three of article seventeen of the constitution, the department of health shall have the central, comprehensive responsibility for the development and administration of the state’s policy with respect to hospital and related services. . .” Pursuant to NYPHL § 2801, the term “hospital” includes “nursing home” and “residential health care facility.”

46. The required procedure to seek approval of such an ownership change in New York State is to file a Certificate of Need (CON) Application. Without a CON Application approved by the Planning Council, the APA could never be effective in New York State.

47. The CON Application was required to include, among other things, character and competence information, on a specific signed and notarized NYSDOH form, completed by each individual proposed owner of the Nursing Facility. See NYPHL §§ 2801 and 2801-a(2)-(4) and 10 NYCRR §§ 600.1, 600.2, and 710.1.

48. In accordance with the APA, the requirements of Article 28 of the NYPHL, and 10 NYCRR, Parkview filed a Full Review CON Application with the DOH on September 15, 2011 to request approval for Parkview to replace MS Acquisition as the established operator of the

Nursing Facility. The CON Application was assigned Project No. 112156-E by the DOH. A true and correct copy of Parkview's CON Application is attached hereto as Exhibit 10.

49. By letter dated May 16, 2012, the Planning Council notified Parkview that Project No. 112156-E would be reviewed by the Committee on Establishment and Project Review ("CEPR") of the Planning Council and then by the full Planning Council. A true and correct copy of the May 16, 2012 letter is attached hereto as Exhibit 11.

50. The DOH provided notice of the public meetings at which Parkview's application would be considered, and which the public was invited to attend. Strulovitch did not attend those meetings or otherwise claim that he had an ownership interest in the Nursing Facility.

51. NYSDOH prepared a Staff Report for Project No. 112156-E in advance of the May 23, 2012 CEPR meeting, a true and correct copy of which is attached hereto as Exhibit 12. Such a report is produced by the DOH and presented to the Planning Council for its consideration in connection with each CON Application requiring a Full Review, including Nursing Facility change of ownership CON Applications such as Project No. 112156-E.

52. The CON Application (Ex. 10) and the Staff Report for Project No. 112156-E (Ex. 12) together reflect the following:

- The owners of MS Acquisition were identified as Michael Melnick (50%), Samuel Strulovitch (25.1%), Joshua Peckman (8.3%), Jonathan Bleier (8.3%) and Robert Bleier (8.3%).²
- The owners of Parkview Operating were identified as Jonathan Bleier (42%), Henry Halpert (23%), Joshua Peckman (18%), Bruce Peckman (10%), Moshe Bain (4%) and Tovah Bain (3%).
- Strulovitch was not identified as either an existing owner or a proposed owner of Parkview or Westchester Gardens. On the contrary, Strulovitch was only identified as

² Joshua Peckman, Jonathan Bleier, and Robert Bleier each acquired their 8.3% membership interest in MS Acquisition in or about September 2011, as part of the initial phase of the APA. Pursuant to NYPHL § 2801-a(4)(b), transfers of less than 10% of an ownership interest in a regulated facility such as the Nursing Facility do not require DOH approval.

an owner of MS Acquisition, the entity that was being replaced as the operator of the Nursing Facility.

- Strulovitch did not submit any character and competence information as part of the CON Application in Project No. 112156-E.
- The CON Application included character and competence information for each member of Parkview: Jonathan Bleier; Henry Halpert; Joshua Peckman; Bruce Peckman; Moshe Bain; and Tovah Bain.
- The Staff Report included a detailed character and competence review prepared by the DOH regarding each member of Parkview: Jonathan Bleier; Henry Halpert; Joshua Peckman; Bruce Peckman; Moshe Bain; and Tovah Bain.
- The Staff Report did not include any character and competence review or information regarding Samuel Strulovitch.
- In the CON Application and the Staff Report, there was no mention of the April 14 e-mail or any agreement between Samuel Strulovitch and Jonathan Bleier referenced in the April 14th e-mail.

53. In the Staff Report for Project No. 112156-E, the DOH gave Parkview a recommendation of "Contingent Approval." (*See* Ex. 12.)

54. In reliance on this Staff Report, on May 23, 2012, the Planning Council CEPR recommended contingent approval of Parkview as the new operator of the Nursing Facility.

55. Thereafter, on June 7, 2012, the Planning Council voted and entered a resolution to contingently approve Project 112156-E.

56. By letter dated December 20, 2012, the Planning Council confirmed that all contingencies were satisfied and granted final approval to Project No. 112156-E. Thus, the Planning Council approved Parkview as the new operator of the Nursing Facility. A true and correct copy of the December 20, 2012 letter is attached hereto Exhibit 13.

57. On May 1, 2013, having obtained DOH approval, Parkview closed on its acquisition of the Nursing Facility.

58. Prior to closing, Jonathan Bleier and others held a collective 24% membership interest in MS Acquisition in connection with the consulting agreement that the parties entered in April 2010. At the closing, those interests were returned to MS Acquisition. Strulovitch did not make any demands of Bleier upon their return.

59. Ultimately, at the time of closing, Jonathan Bleier held a 24% membership interest in the Nursing Facility because one of the other proposed members of Parkview was not approved by the DOH, and so Bleier acquired his interest. Two other members of Parkview later sold their undiluted interests to Bleier, who paid a price reflecting their undiluted status.

60. The current ownership interests of Parkview were as follows (*see* Ex. 2):

- Jonathan Bleier – 89.81%
- Moshe Bain – 10.19%

61. The current ownership interests of Westchester Gardens were as follows (*see* Ex. 3):

- Jonathan Bleier – 68%
- Robert Bleier – 23%
- Moshe Bain – 9%

62. Petitioner Moshe Bain has a Right of First Refusal (“ROFR”) with respect to any proposed sale of membership interests in the Nursing Facility. Specifically, pursuant to Parkview’s operating agreement, any member seeking to dispose of an interest in the entity “shall first give the other Members notice containing the terms and conditions of a proposed disposition of such Membership Interest and an offer to sell such Membership Interest to the Remaining Members. . . . The Remaining Members shall have thirty (30) days after being given the Offer Notice to accept the Selling Member’s offer to sell contained in the Offer Notice. . . .”

63. Following approval of Project No. 112156-E, Strulovitch never sought approval from the DOH or the Planning Council to become an owner of Parkview or Westchester Gardens.

The Rockland Rabbinical Court Arbitration and Challenged Award

64. Between the approximately nine-year period of May 2013 and 2022, Strulovitch never came to the Nursing Facility's office, never inquired as to how the business was doing, and never provided any capital towards operating the business.

65. In 2022, when Strulovitch requested access to Parkview's and Westchester Gardens' tax returns, Jonathan Bleier rejected those requests and Strulovitch did not further pursue them. In fact, for ten years Strulovitch was provided by Parkview 1099 tax forms for his monthly consulting payment and Parkview never sought expense reimbursement for the health insurance and car lease payments made on behalf of Strulovitch.

66. Upon information and belief, Strulovitch never reported on his tax returns any of the approximately \$1.3 million he received from 2012–2022 as distributions of partnership income, but instead treated such payments as 1099 fee income or as a non-taxable return of capital.

67. It was not until 2022, when Jonathan Bleier completed his payment obligation to Strulovitch for the consulting fee, health insurance costs and car lease, that Strulovitch first claimed that he owned a 42% interest in Parkview and Westchester Gardens.

68. Once Bleier rejected this baseless contention, Strulovitch commenced the Rockland Rabbinical Court arbitration in Rockland County to enforce his claim. As part of the Rockland Rabbinical Court arbitration, Strulovitch named the Seller LLC Respondents. By naming those entities as parties to the arbitration, Strulovitch admitted that the claims, if any, belonged to the Seller LLC Respondents, not himself. None of the parties reside in Rockland County.

69. Upon information and belief, Strulovitch did not have the authority to commence the Rabbinical Court arbitration on behalf of the Seller LLC Respondents without the knowledge and consent of Melnick which he neither sought nor secured. Further, upon information and belief,

Strulovitch also lacked the authority to commence the Rabbinical Court arbitration on behalf of the Seller LLC Respondents absent Melnick's consent because Melnick had a larger Member Loan (as that term is defined the MS Acquisition operating agreement), thereby giving him a consent right over any actions taken with respect to the entity.

70. As a result, Strulovitch's commencement of the Rabbinical Court arbitration was ultra vires, and therefore, void. The Court should not countenance such misconduct by Strulovitch particularly, whereas here, it directly impacts Petitioner, who Strulovitch failed to name as a party to the Rabbinical Court arbitration.

71. Upon information and belief, Strulovitch never disclosed to Melnick the consideration he received from Parkview and Westchester Gardens.

72. Petitioner Bain was never served with notice of the arbitration before the Rockland Rabbinical Court.

73. Upon information and belief, the Rockland Rabbinical Court held four hearings in connection with Strulovitch's claims. There is no transcript from any of these hearings and the Rabbinical Court did not issue any written statement or decision other than the Award. (Ex. 1.)

74. Upon information and belief, Strulovitch did not provide the Rockland Rabbinical Court with any evidence that Jonathan Bleier could somehow convey interests he did not own as of April 14, 2011. Instead, Strulovitch claimed that the April 14th e-mail (Ex. 8) was a secret "side deal" where he would be a partner "off the books" of the Nursing Facility, thereby evading DOH scrutiny and deceiving the Lender so as to release Strulovitch from liability under the guaranty. Upon information and belief, Strulovitch testified that the \$1.3 million paid to him was on account of distributions against his undisclosed partnership interest.

75. Upon information and belief, Strulovitch admitted to the Rockland Rabbinical Court that he entered into the secret “side deal” without Melnick’s knowledge or consent.

76. As set forth above, because, upon information and belief, Strulovitch named the Seller LLC Respondents, thereby admitting that any claims belonged to those entities, Strulovitch also admitted that he did not have the authority to enter into the secret “side deal” without Melnick’s consent.

77. The Award states, in relevant part, that “Party A [*i.e.*, Strulovitch] has 22% in the aforementioned Nursing Home [Operation and Realty].” (Ex. 1.) No substantive reasoning is discussed in the Award.

78. On or about September 9, 2024 Strulovitch commenced an Article 75 action in Rockland County Supreme Court to confirm the arbitration award. As in the underlying arbitration, Strulovitch did not name Petitioner as a party to the Rockland County action.

79. Petitioner Bain was, of course, a necessary party to that Article 75 proceeding because the Award dramatically impacts his interests in Parkview and Westchester Gardens.

***Petitioner Commences His Own Rabbinical Court Arbitration
in which Strulovitch Participates and Otherwise Agrees to Arbitrate***

80. Despite Petitioner having been excluded from the Rockland Rabbinical Court arbitration, the resulting Award materially prejudices Petitioner’s interests in the Nursing Facility in violation of his due process rights.

81. In order to do everything possible to protect his financial interests in Parkview and Westchester Gardens, on or about October 8, 2024, Petitioner filed another arbitration proceeding (the “Second Arbitration”) before a different, Brooklyn-based Rabbinical Court (“Brooklyn Rabbinical Court”) which, in effect, seeks a rehearing and vacatur of the Award. Attached hereto

as Exhibit 14 are true and correct copies of the summonses (each an “Arbitration Summons”) issued by the Brooklyn Rabbinical Court in the Second Arbitration.

82. Unlike Strulovitch, Bain noticed all the necessary parties of the Second Arbitration.

83. The Brooklyn Rabbinical Court in the Second Arbitration issued an injunctive order temporarily restraining Strulovitch from taking any action to enforce the original Award pending a decision in the Second Arbitration, stating, in pertinent part:

Warning and Judicial Injunction

Whereas you litigated [this case] before the Mechon L’Hoyroa Rabbinic Court but you gave the plaintiff no notice of this, and according to his complaint he had no knowledge at all of the litigation, and whereas the plaintiff, Mr. Moshe Baine, is a partner, the court therefore enjoins you not to distribute any shares in the business, or any money that belongs to the business, nor shall you have the [other court’s] verdict certified by the civil courts, until you have litigated before a rabbinic court that is acceptable to the parties. **We also permit the plaintiff to have this injunction certified by the civil courts, so that the defendants cannot continue there until after they shall have received a full verdict covering all the partners.**

(Ex. 14 (emphasis in original).)

84. After receiving the initial Arbitration Summons, in or around early October 2024, Strulovitch not only retained Rabbi Moshe Yitzchok Schonberger (“Rabbi Schonberger”) to represent him in the Second Arbitration but, without objection, also appeared in the proceeding by Rabbi Schonberger and agreed to arbitrate and submit an answer to the Brooklyn Rabbinical Court responding to Petitioner’s claims in the Second Arbitration.

85. Following Strulovitch’s failure to answer as agreed, on or about November 19, 2024, the Brooklyn Rabbinical Court issued a warning of contempt (“Contempt Warning”) notifying Strulovitch that if he did not respond within seven days, a rabbinical contempt order would be issued against him.

86. Within a day or so of the Brooklyn Rabbinical Court issuing the Contempt Warning, Strulovitch memorialized in writing his prior appearance and agreement to arbitrate with Petitioner in the Second Arbitration, including his election to proceed by a Zabla format (a tri-panel rabbinical arbitration with two party-appointed arbitrators and a third neutral arbitrator), and his selection of Rabbi Moshe Yitzchok Schonberger ("Rabbi Schonberger") as his party-appointed arbitrator in the Second Arbitration.

87. In doing so, Strulovitch did not condition or object to his agreement to arbitrate, his election to proceed by Zabla format in the Second Arbitration, or his appointment of Rabbi Schonberger as his party arbitrator for that very purpose.

88. Petitioner, relying on Strulovitch's agreement to arbitrate and appointment of Rabbi Schonberger, selected Rabbi Alexander Graus to serve as his party arbitrator in the Second Arbitration.

89. On November 21, 2024, the Brooklyn Rabbinical Court, in a notice issued to the parties, confirmed Strulovitch's and Petitioner's agreement to proceed with the Second Arbitration under a Zabla format, as well as their respective arbitrator appointments in furtherance of that agreement.

90. Despite previously submitting to and participating in the Second Arbitration without objection, Strulovitch is now inconsistently and prejudicially attempting to reverse course by disavowing his agreement to arbitrate and refusing to proceed under the Zabla format he already consented to in the Second Arbitration.

FIRST CAUSE OF ACTION
(Compelling Arbitration and Injunctive Relief
Pursuant to CPLR 7503(a) and 7502(c))

91. Petitioner repeats all prior paragraphs as if fully set forth herein.

92. Petitioner commenced the Second Arbitration against Strulovitch, among others, based on Strulovitch's attempt in the Rockland Rabbinical Court arbitration to deprive Petitioner of due process by diluting and otherwise harming Petitioner's interests in the Nursing Facility while intentionally excluding Petitioner from the arbitration. Petitioner consequently had no opportunity to participate and defend his interests with respect to the purported Award issued in the first arbitration.

93. Further, upon information and belief, Strulovitch had no authority to commence the Rockland Rabbinical Court arbitration on behalf of the Seller LLC Respondents, rendering Strulovitch's acts ultra vires, and therefore, void.

94. Petitioner requires injunctive relief, in the form of a stay, to prevent Strulovitch from confirming or enforcing the Award.

95. Absent injunctive relief, any decision or award concerning Petitioner's claims in the Second Arbitration will be rendered ineffectual because Strulovitch could obtain ownership interests in the Nursing Facility in the interim.

96. The Brooklyn Rabbinical Court in the Second Arbitration already issued an order akin to a TRO precluding Strulovitch from enforcing the Award pending the outcome of the Second Arbitration.

97. Petitioner is accordingly entitled to injunctive relief precluding Strulovitch from seeking to confirm or otherwise enforce the Award pending the outcome of the Second Arbitration.

98. In addition, Strulovitch previously agreed to arbitrate with Petitioner and participated in the Second Arbitration without timely objection, including by (a) appearing in the Second Arbitration by his representative Rabbi Schonberger; (b) agreeing to submit an answer to the Brooklyn Rabbinical Court responding to Petitioner's claims in the Second Arbitration; (c)

affirmatively electing and agreeing to proceed by a Zabla format in the Second Arbitration; and (d) selecting Rabbi Schonberger to serve as his party-appointed arbitrator in the Second Arbitration.

99. Petitioner, relying on Strulovitch's agreement to arbitrate and his appointment of a party arbitrator, selected his own party-appointed arbitrator in the Second Arbitration.

100. Despite submitting to and participating in the Second Arbitration, Strulovitch has tried to disclaim his agreement to arbitrate with Petitioner and is now refusing to proceed under the Zabla arbitration format of his choosing.

101. Petitioner is accordingly entitled to an order, pursuant to CPLR § 7503(a), compelling Strulovitch to arbitrate Petitioner's claims in the Second Arbitration under a Zabla format, consistent with his agreement to arbitrate, any objections to which Strulovitch waived by participating in the Second Arbitration.

SECOND CAUSE OF ACTION
(To Vacate Arbitration Award Pursuant to CPLR Article 75)

102. Petitioner repeats all prior paragraphs as if fully set forth herein.

103. CPLR § 7511(b)(2) states, in relevant part, that an arbitration award "shall be vacated upon the application of a party who neither participated in the arbitration nor was served with a notice of intention to arbitrate if the court finds that ... the rights of that party were prejudiced by one of the grounds specified in paragraph one; or a valid agreement to arbitrate was not made" (emphases added).

104. None of the transaction documents concerning the acquisition or operation of the Nursing Facility contains an arbitration agreement between Bain and Strulovitch or the Seller LLC Respondents. Petitioner never agreed to arbitrate with Strulovitch or the Seller LLC Respondents before the Rockland Rabbinical Court that issued the Award. Nor did Strulovitch or the Seller

LLC Respondents serve Petitioner with a notice of intention to arbitrate before the Rockland Rabbinical Court. And lastly, Petitioner did not participate in the Rockland Rabbinical Court arbitration.

105. Nominal Defendant Robert Bleier similarly (a) never agreed to arbitrate disputes with Strulovitch or Seller LLC Respondents before the Rockland Rabbinical Court; (b) was not served by Strulovitch or Seller LLC Respondents with a notice of intention to arbitrate before the Rockland Rabbinical Court; and (c) did not participate in the Rockland Rabbinical Court arbitration.

106. In addition, pursuant to applicable law and the governing agreements, transfers of membership interests or other changes in ownership in the Nursing Facility require approval by the DOH.

107. Strulovitch never sought or obtained any required approvals from the DOH to effectuate the Award of a 22% interest in each of Parkview and Westchester Gardens. The Award is therefore unlawful and ineffective, and should consequently be vacated.

108. Upon information and belief, Strulovitch likewise never sought or obtained Melnick's consent to commence the Rockland Rabbinical Court arbitration on behalf of the LLC Seller Respondents.

109. In addition, because the Award was rendered without Petitioner having had an opportunity to participate in the Rockland Rabbinical Court arbitration, the resulting harm to Petitioner's interests in the Nursing Facility constitutes a deprivation of his due process rights. Enforcement of the Award, among other things, risks dilution of Petitioner's ownership interests in the Nursing Facility, which alone is sufficiently prejudicial to warrant vacating the Award.

110. The Award also disregards the contractual agreements reflecting that Petitioner and his partners acquired 100% of the Nursing Facility. Upon information and belief, Strulovitch had in fact offered to pay Jonathan Bleier to become a member of Parkview, which offer Bleier explicitly rejected. By nonetheless awarding Strulovitch a substantial interest in both Parkview Westchester Gardens for no consideration, the Rockland Rabbinical Court retroactively granted Strulovitch's rejected offer and rewrote the parties' agreements.

111. Moreover, enforcing the Award would eviscerate Petitioner's contractual Right of First Refusal with respect to the sale or transfer of ownership interests in the Nursing Facility.

112. Unless vacated, the defective Award will not only throw into disarray Petitioner's and his co-owners' respective ownership interests in the Nursing Facility, but also expose Parkview, Westchester Gardens, and their members, including Petitioner, to potential liability.

113. The Award unmistakably causes Petitioner present harm and otherwise imminently threatens his ownership interests in the Nursing Facility. Especially considering Petitioner was excluded from and never agreed to arbitrate in the Rockland Rabbinical Court arbitration, the resulting Award is highly prejudicial and must be vacated.

114. In the event the Court declines to vacate the Award on procedural and due process grounds, Petitioner reserves his right to otherwise challenge the Award at such time that Strulovitch seeks confirmation of the Award following discovery

THIRD CAUSE OF ACTION (IN THE ALTERNATIVE)
(For Specific Performance)

115. Petitioner repeats all prior paragraphs as if fully set forth herein.

116. Petitioner is a member of Parkview and Westchester Gardens.

117. Pursuant to the operating agreements for Parkview and Westchester Gardens, Petitioner has a right of first refusal with respect to the proposed transfer of membership interests in either entity.

118. Petitioner has no adequate remedy at law.

119. Petitioner is entitled to and shall enforce his right of first refusal under the LLC agreements to acquire any ownership interest deemed to have been transferred to Strulovitch.

FOURTH CAUSE OF ACTION (IN THE ALTERNATIVE)
(For Declaratory Relief)

120. Petitioner repeats all prior paragraphs as if fully set forth herein.

121. If the Award is confirmed, and the Court concludes that Petitioner is not entitled to specific performance of his right of first refusal, Petitioner requests a declaratory judgment declaring the respective rights, obligations and ownership interests of the parties in Parkview and Westchester Gardens.

WHEREFORE, Petitioner respectfully requests a judgment and order:

- (1) On the First Cause of Action: pursuant to CPLR 7503(a) and/or 7502(c), compelling Strulovitch to arbitrate Petitioner's claims in the Second Arbitration in accordance with his agreement to arbitrate and participation in the arbitration, and granting injunctive relief enjoining confirmation or enforcement of the Award pending the outcome of the Second Arbitration and the adjudication of this proceeding;
- (2) On the Second Cause of Action: vacating the Award pursuant to Article 75 of the CPLR and permanently enjoining Strulovitch, MS Acquisition, and/or 10 Claremont from asserting or exercising any ownership interest in Parkview, Westchester Gardens, and/or the Nursing Facility;
- (3) On the Third Cause of Action (in the alternative, if the Award is not vacated): granting Petitioner specific performance on his right of first refusal to acquire any membership interests in Parkview, Westchester Gardens and/or the Nursing Facility offered to Strulovitch, MS Acquisition, and/or 10 Claremont;
- (4) On the Fourth Cause of Action (in the alternative, if the Award is not vacated): (a) judgment declaring the ownership interest of the parties in Parkview and Westchester Gardens; and (b) a declaration that the ownership interests of Petitioner in Parkview

and Westchester Gardens are not diluted, diminished or compromised as a result of the Award's enforcement; and

- (5) Awarding Petitioner his legal fees, costs and disbursements, together with such further relief as this Court deems just and proper.

Dated: White Plains, New York
February 25, 2025

BLEAKLEY PLATT & SCHMIDT, LLP
One North Lexington Avenue
White Plains, NY 10601
(914) 949-2700
Attorneys for Petitioner-Plaintiff Moshe Bain

by: /s/ David H. Chen

David H. Chen, Esq.
dchen@bpslaw.com

William P. Harrington, Esq.
wpharrington@bpslaw.com

VERIFICATION

Moshe Bain, the Petitioner-Plaintiff in this action, being duly sworn, respectfully deposes and states that he has read the foregoing Verified Petition-Complaint and knows the contents thereof and that the same is true to his knowledge except as to the matters therein stated to be alleged on information and belief, and that as to those matters, he believes them to be true.



Moshe Bain

Sworn to me this 5TH day of MARCH February, 2025


Notary Public

KRISTINE ALAMON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AL6350846
Qualified in Westchester County
Commission Expires November 21, 2028

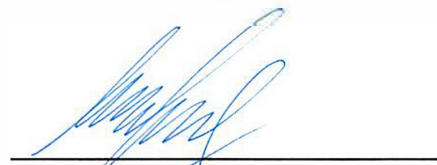
EXHIBIT D



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CERTIFICATE OF ACCURACY

On this day, personally appeared before me, a Notary Public in and for the State of New York, County of Kings, Wolf Markowitz, who after having duly affirmed, deposes and says that he is and has for almost 40 years been, a professional translator of the YIDDISH and ENGLISH languages; that he carefully prepared the attached ENGLISH translation of a **Rabbinical Court Ruling** written in YIDDISH; and that the translation is a true, accurate and correct rendering of such document and the whole thereof. Described and affirmed to before me this May 8, 2024.



Signature of Translator



ROCHAL WEISS
Notary Public, State of New York
No. 01WE6293786
Qualified in Kings County
Commission Expires on 12-16-2025



Rabbinical Court
of
MECHON L'HOYROA
Monsey N.Y.
Brooklyn N.Y.

בית דין צדק
שע"י
מכון להוראה
מאנסי נ.י. יצ"ו
ברוקלין נ.י. יצ"ו

בעזה"ש

פסק דין

בדין ודברים שבא לפנינו בין הצדדים דלהלן: צד א' מו"ה שאול שמואל סטרולאוויטש נ"י, בשמו ובשם MS Acquisition, 10 Claremont LLC, צד ב' מו"ה יונתן בלייער נ"י, בשמו ובשם Parkview Operating LLC, Westchester Gardens, בנידון שותפות ב-Nursing Home, [הנקרא Westchester Center for Rehabilitation & Nursing], והמסתעף. אחרי שמיעת טענות הצדדים וראיותיהם והעיון בדבריהם והמשא ומתן בינינו יצא מלפנינו פסק דין דלהלן:

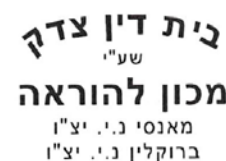
א) צד א' יש לו 22% בה-Nursing Home הנ"ל, [Operation & Realty], וכל הדברים לגבי ביצוע הפסק, אם לא ישתוו, יחזרו לבי"ד.

וע"ז באעה"ח ביום ט' ניסן תשפ"ד לפ"ק

נאום _____ מר צבי בן ציון דיין

נאום _____ מר יצחק קרלין דיין

נאום _____ מר אליקים אילאן דיין

Translation from the H E B R E W language

By the Grace of G-d

Rabbinical Court Ruling

On the matter of controversies that came before us between the following parties: Party A is Mr. Saul Samuel Strulowitz, on his own behalf and on behalf of MS Acquisition, 10 Claremont LLC; Party B is Mr. Jonathan Blier, on his own behalf and on behalf of Parkview Operating LLC, Westchester Gardens, concerning partnership in a nursing home [known as Westchester Center for Rehabilitation & Nursing], and the related. After hearing the parties' arguments, evidence, and an analysis of their statements and deliberations amongst ourselves, the following Rabbinical Court Ruling was issued by us:

1. Party A has 22% in the aforementioned Nursing Home, [Operation and Realty].
On all matters regarding execution of the ruling, if they do not find common ground, they shall return to the Rabbinical Court.

On this we signed on 9 Nissen 5784 {calendar date: April 17, 2024}

Saith, *Mordechei Babad*, Rabbinical Judge

Saith, *Abraham Yitzchak Braunstein*, Rabbinical Judge

Saith, *Moshe Elyakim Fleishman*, Rabbinical Judge

Office and Courtroom Monsey: 168 Maple Ave., Monsey NY 10952 משרד ולשכת הביד"צ מאנסי:
Courtroom Brooklyn: 1606 49th Street, Brooklyn NY 11204 לשכת הביד"צ ברוקלין:
Tel. (845) 352-8444 **Fax:** (845) 425-2094 **Email:** baisdin@mechon.org

EXHIBIT E



T 718.384.8040
W TargemTranslations.com
E projects@targemtranslations.com
A 185 Clymer St. Brooklyn, NY 11211

CERTIFICATE OF ACCURACY

On this day, personally appeared before me, a Notary Public in and for the State of New York, County of Kings, **Wolf Markowitz**, who after having duly affirmed, deposes and says that he is and has for almost 40 years been, a professional translator of the HEBREW and ENGLISH languages; that he carefully prepared the attached ENGLISH translation of a **Rabbinical Court Summons** written in HEBREW; and that the translation is a true, accurate and correct rendering of such document and the whole thereof. Described and affirmed to before me this October 13, 2024.



Signature of Translator
ROCHAL WEISS
Notary Public, State of New York
No. 01WE6293786
Qualified in Kings County
Commission Expires on 12-16-2025

Translation from the H E B R E W language

With Heaven's help

**Mishpetei Yisroel
Rabbinic Court**

Named for
Rabbi Chaim
Yisroel haLevi Belsky
of saintly memory
Brooklyn, New York



Founded by the Rabbi C. Y. haLevi
Belsky of saintly memory



**First Summons to appear in Bais
Din to:**

Jonathan Bleier
1 Sam Law Drive
Monsey, NY 10952

Samuel Strulowitz
739 Bedford Avenue
Brooklyn, NY 11205

Westchester Gardens Realty LLC
199 Community Dr
Great Neck, NY 11201

Parkview Operating Co LLC
10 Claremont Ave
Mount Vernon, NY, 10550-1609

Sam Strulovitch
Sam@longbeachalp.com

Requested by:

Moshe Baine
12-31 Waterview Street
Far Rockaway NY 11691
10 Claremont Ave
Mount Vernon NY 10550
By Chaim Eluzar Ostreicher
718-633-1668 for

In regard to claim of:

Diluting shares of Parkview
Operating LLC and / or Westchester
Garden Realty and other claims

You are required to appear on:

Tuesday, Nov 5, 2024, at 4PM

Address:

239 Foster Ave, Brooklyn, NY,
USA

**Warning and Judicial
Injunction**

Whereas you litigated [this case]
before the Mechon L'hoeyroa
Rabbinic Court but you gave the
plaintiff no notice of this, and
according to his complaint he had
no knowledge at all of the
litigation, and whereas the
plaintiff, Mr Moshe Baine, is a
partner, the court therefore
enjoins you not to distribute any
shares in the business, or any
money that belongs to the
business, nor shall you have the
[other court's] verdict certified by
the civil courts, until you have
litigated before a rabbinic court
that is acceptable to the parties.

**We also permit the plaintiff to
have this injunction certified by
the civil courts, so that the
defendants cannot continue
there until after they shall have
received a full verdict covering
all the partners.**

First summons to trial

To the defendant:

Mr Yonoson Bleier
Mr Shaul Strulowitz

**At the request of the
plaintiff:**

Mr Moshe Baine,
through his attorney, Mr
Chaim Eluzar Ostreicher

Regarding the complaint:

Not to distribute rights with
regard to the partnership
without litigating with all the
partners. Also further
arguments that for [civil] legal
reasons cannot be specified
outside court.

On: The Tuesday of *Lech
Lecho, Marcheshvon* 4, 5785
[November 5, 2024], at 4:00
PM

Address:

239 Foster Avenue, Brooklyn,
New York

**No Din Torah will be arranged
without prior confirmation!**

Please contact the Bais Din at once or at least 3 business days prior to appointment date to ensure both parties will be present.

To which we affix our signatures
on *Tishri* 6, 5785 [Oct-8-2024]

[signature]

Avrohom Yehoshua Heshel
haLevi Kirsch
member of the court, on the
court's behalf

**It is impossible to prepare
the trial without hearing in
advance from both parties
that they will appear!**

Please contact the court
immediately, or at least no later
than three weekdays before the
designated date, in order to
arrange the trial in the best
manner.

The Bais Din collects a fee of \$250 per side per hour at the Din Torah. Small claims have a minimal fee. All fees must be paid at the time of the meeting in Bais Din.
For more information contact the Bais Din at:

Email Address: badatzmishpiteiyisroel@gmail.com Tel: 347-789-3126 Fax: 718-298-3166 Cell: 347-263-9696

Translation from the H E B R E W language

With Heaven's help

**Mishpetei Yisroel
Rabbinic Court**

Named for
Rabbi Chaim
Yisroel haLevi Belsky
of saintly memory
Brooklyn, New York



Founded by the Rabbi C. Y. haLevi
Belsky of saintly memory



239 Foster Avenue
Brooklyn, NY 11230-2195

**2nd Summons to appear in Bais Din
to:**

Jonathan Bleier
1 Sam Law Drive
Monsey, NY 10952

Samuel Strulowitz
739 Bedford Avenue
Brooklyn, NY 11205

Westchester Gardens Realty LLC
199 Community Dr
Great Neck, NY 11201

Parkview Operating Co LLC
10 Claremont Ave
Mount Vernon, NY, 10550-1609

Sam Strulovitch
Sam@longbeachalp.com

Requested by:

Moshe Baine
12-31 Waterview Street
Far Rockaway NY 11691
10 Claremont Ave
Mount Vernon NY 10550
By Chaim Eluzar Ostreicher
718-633-1668 for

In regard to claim of:

Diluting shares of Parkview
Operating LLC and / or Westchester
Garden Realty and other claims

You are required to appear on:

Tuesday, Nov 12, 2024, at 4PM

Address:

239 Foster Ave, Brooklyn, NY,
USA

Warning and Judicial

Injunction

Whereas you litigated [this case]
before the Mechon L'hoyroa
Rabbinic Court but you gave the
plaintiff no notice of this, and
according to his complaint he had
no knowledge at all of the
litigation, and whereas the
plaintiff, Mr Moshe Baine, is a
partner, the court therefore
enjoins you not to distribute any
shares in the business, or any
money that belongs to the
business, nor shall you have the
[other court's] verdict certified by
the civil courts, until you have
litigated before a rabbinic court
that is acceptable to the parties.

**We also permit the plaintiff to
have this injunction certified by
the civil courts, so that the
defendants cannot continue
there until after they shall have
received a full verdict covering
all the partners.**

2nd summons to trial

To the defendant:

Mr Yonoson Bleier
Mr Shaul Strulowitz

**At the request of the
plaintiff:**

Mr Moshe Baine,
through his attorney, Mr
Chaim Eluzar Ostreicher

Regarding the complaint:

Not to distribute rights with
regard to the partnership
without litigating with all the
partners. Also further
arguments that for [civil] legal
reasons cannot be specified
outside court.

On: The Tuesday of *Vayeiro*,
Marcheshvon 11, 5785
[November 12, 2024], at 4:00
PM

Address:

239 Foster Avenue, Brooklyn,
New York

**No Din Torah will be arranged
without prior confirmation!**

Please contact the Bais Din at once or at least 3 business days prior to appointment date to ensure both parties will be present.

To which we affix our signatures
on *Marcheshvon* 4, 5785

[Nov-5-2024]

[signature]

Avrohom Yehoshua Heshel

haLevi Kirsch

member of the court, on the
court's behalf

**It is impossible to prepare
the trial without hearing in
advance from both parties
that they will appear!**

Please contact the court
immediately, or at least no later
than three weekdays before the
designated date, in order to
arrange the trial in the best
manner.

The Bais Din collects a fee of \$250 per side per hour at the Din Torah. Small claims have a minimal fee. All fees must be paid at the time of the meeting in Bais Din.
For more information contact the Bais Din at:

Email Address: badatzmishpiteiyisroel@gmail.com Tel: 347-789-3126 Fax: 718-298-3166 Cell: 347-263-9696

Translation from the H E B R E W language

With Heaven's help

**Mishpetei Yisroel
Rabbinic Court**

Named for
Rabbi Chaim
Yisroel haLevi Belsky
of saintly memory
Brooklyn, New York



Founded by the Rabbi C. Y. haLevi
Belsky of saintly memory



**3rd Summons to appear in Beis Din
to:**

Jonathan Bleier
1 Sam Law Drive
Monsey, NY 10952

Samuel Strulowitz
739 Bedford Avenue
Brooklyn, NY 11205

Westchester Gardens Realty LLC
199 Community Dr
Great Neck, NY 11201

Parkview Operating Co LLC
10 Claremont Ave
Mount Vernon, NY, 10550-1609

Sam Strulovitch
Sam@longbeachalp.com

Requested by:

Moshe Baine
12-31 Waterview Street
Far Rockaway NY 11691
10 Claremont Ave
Mount Vernon NY 10550
By Chaim Eluzar Ostreicher
718-633-1668 for

In regard to claim of:

Diluting shares of Parkview
Operating LLC and / or Westchester
Garden Realty and other claims

Contempt Warning

If you continue to ignore the
court, a contempt order will be
issued against you.

You are required to appear on:

Tuesday, Nov 19, 2024, at 4PM

Address:

239 Foster Ave, Brooklyn, NY,
USA

Warning and Judicial

Injunction

Whereas you litigated [this case]
before the Mechon L'hoyroa
Rabbinic Court but you gave the
plaintiff no notice of this, and
according to his complaint he had
no knowledge at all of the
litigation, and whereas the
plaintiff, Mr Moshe Baine, is a
partner, the court therefore
enjoins you not to distribute any
shares in the business, or any
money that belongs to the
business, nor shall you have the
[other court's] verdict certified by
the civil courts, until you have
litigated before a rabbinic court
that is acceptable to the parties.
**We also permit the plaintiff to
have this injunction certified by
the civil courts, so that the**

3rd summons to trial

To the defendant:

Mr Yonoson Bleier
Mr Shaul Strulowitz

**At the request of the
plaintiff:**

Mr Moshe Baine,
through his attorney, Mr
Chaim Eluzar Ostreicher

Regarding the complaint:

Not to distribute rights with
regard to the partnership
without litigating with all the
partners. Also further
arguments that for [civil] legal
reasons cannot be specified
outside court.

On: The Tuesday of *Chayei
Soroh, Marcheshvon* 18, 5785
[November 17, 2024], at 4:00
PM

Address:

239 Foster Avenue, Brooklyn,
New York

**defendants cannot continue
there until after they shall have
received a full verdict covering
all the partners.**

**No Din Torah will be arranged
without prior confirmation!**

Please contact the Bais Din at
once or at least 3 business days
prior to appointment date to
ensure both parties will be
present.

**It is impossible to prepare
the trial without hearing in
advance from both parties
that they will appear!**

Please contact the court
immediately, or at least no later
than three weekdays before the
designated date, in order to
arrange the trial in the best
manner.

To which we affix our signatures
on *Marcheshvon* 10, 5785

[Nov-11-2024]

[signature]

Avrohom Yehoshua Heshel
haLevi Kirsch
member of the court, on the
court's behalf

The Bais Din collects a fee of \$250 per side per hour at the Din Torah. Small claims have a minimal fee. All fees must be paid at the time of the meeting in Bais Din.
For more information contact the Bais Din at:

Email Address: badatzmishpiteiyisroel@gmail.com Tel: 347-789-3126 Fax: 718-298-3166 Cell: 347-263-9696

EXHIBIT F

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
In the Matter of the Application of
MOSHE BAIN,

Petitioner-Plaintiff,

Index No. 75548/2024
Hon. Linda S. Jamieson, J.S.C.

-against-

SAMUEL STRULOVITCH, on his own behalf
and on behalf of MS ACQUISITION I, LLC and 10
CLAREMONT AVENUE, LLC,

Respondents-Defendants,

**(PROPOSED)
ORDER TO SHOW CAUSE**

-and-

PARKVIEW OPERATING CO., LLC, WESTCHESTER
GARDENS REALTY LLC, JONATHAN BLEIER, and
ROBERT BLEIER,

Nominal Defendants.
-----X

TO THE ABOVE-NAMED RESPONDENT-DEFENDANT:

Upon the annexed Affirmation of David H. Chen, Esq., the accompanying Memorandum of Law, and all prior filings and proceedings held before this Court, it is hereby

ORDERED that Respondent-Defendant SAMUEL STRULOVITCH show cause before the Commercial Division, Supreme Court of the State of New York, County of Westchester, held at the Westchester County Courthouse located at 111 Dr. Martin Luther King, Jr. Blvd., White Plains, NY 10601, at ____ o'clock a.m./p.m. on the ____ day of March, 2026 or as soon thereafter as counsel may be heard, as to why an Order should not be issued:

- (a) enjoining Mr. Strulovitch from furthering any action involving Plaintiff and his ownership interests in Westchester Gardens Realty and Parkview Operating Co. before any other tribunal, court, or arbitral panel, whether civil or religious; and
- (b) sanctioning Mr. Strulovitch for violating the prior directives of this Court.

It is further **ORDERED** that service of this Order and the supporting papers upon Bronstein, Gewirtz & Grossman, LLC, Mr. Strulovitch's counsel of record in the above-captioned action, via NYSCEF, on or before the ____ day of March, 2026 shall be deemed good and sufficient service.

It is further **ORDERED** that opposition papers, if any, shall be served via NYSCEF at least three days prior to the return date hereof; and any reply papers shall be served via NYSCEF on or before the return date.

Dated: March __, 2026

ENTER:

Hon. Linda S. Jamieson, J.S.C.

EXHIBIT G

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
In the Matter of the Application of
MOSHE BAIN,

Petitioner-Plaintiff,

Index No. 75548/2024
Hon. Linda S. Jamieson, J.S.C.

-against-

SAMUEL STRULOVITCH, on his own behalf
and on behalf of MS ACQUISITION I, LLC and 10
CLAREMONT AVENUE, LLC,

Respondents-Defendants,

-and-

**ATTORNEY
AFFIRMATION
IN SUPPORT OF MOTION**

PARKVIEW OPERATING CO., LLC, WESTCHESTER
GARDENS REALTY LLC, JONATHAN BLEIER, and
ROBERT BLEIER,

Nominal Defendants.

-----X
DAVID H. CHEN, an attorney duly admitted to practice law in the Courts of the State of
New York, hereby affirms the following under penalty of perjury:

1. I am a partner with the law firm of Bleakley Platt & Schmidt, LLP, attorneys of
record for Moshe Bain, the Petitioner-Plaintiff in the instant action (hereafter "Plaintiff").

2. I submit this affirmation in support of Plaintiff's application, made via Order to
Show Cause, to enjoin Respondent-Defendant Samuael Strulovitch's ongoing attempt to
circumvent the orders of this Court and hold him in civil contempt for same.

3. This action stems from Mr. Strulovitch's attempt to confirm, via the Rockland
County Supreme Court, the determination of a Rockland rabbinical court, which purported to
adjudicate the interests of two entities (nominal defendants Westchester Gardens Realty and
Parkview Operating Co.) in which Plaintiff has undisputed ownership interests.

4. It is uncontested that Plaintiff (along with Robert Bleier, one of the nominal defendants) was omitted from the Rockland County action and from the Rockland rabbinical arbitration that proceeded it.

5. On November 25, 2025, this Court temporarily restrained Mr. Strulovitch from “from taking any action to confirm or enforce the challenged Rabbinical Court arbitral award.” (NYSCEF Doc. No. 21.)

6. On December 9, 2024, this Court granted Plaintiff’s motion for a preliminary injunction (Motion Seq. # 1) and stayed the Rockland County Supreme Court action in favor of the instant action.

7. On June 6, 2025, this Court denied Mr. Strulovitch’s motion to dismiss the instant action as well as his motion to dismiss the cross-claims of Robert Bleier. (*See generally* Motion Seq. ## 2, 3; NYSCEF Doc. Nos. 96, 97.)

8. The parties have since been engaged in discovery. Mr. Strulovitch recently deposed both Plaintiff and Nominal Defendant Jonathan Bleier; Mr. Strulovitch’s own deposition is scheduled for March 23rd and Robert Bleier’s deposition is scheduled for April 21st.

9. At the July 15, 2025 compliance conference, Mr. Strulovitch’s counsel proposed that civil discovery be held in abeyance pending the outcome of further arbitration before a second, Brooklyn-based rabbinical court.

10. Specifically, Mr. Strulovitch had proposed bilateral arbitration between himself and Plaintiff. Plaintiff and the nominal defendants rejected this proposal as it would have compounded Mr. Strulovitch’s original error of omitting parties with ownership interests in Westchester Gardens Realty and Parkview Operating Co. (the “nursing home”). The parties subsequently agreed to a civil discovery schedule, which the Court so-ordered.

11. Nevertheless, on or about March 1, 2026, Mr. Strulovitch initiated a proceeding before yet another Brooklyn-based rabbinical court, which recently issued the equivalent of a summons to Plaintiff. This rabbinical summons specifically references the instant Westchester Supreme Court action by its index number. It names only Plaintiff and Mr. Strulovitch as parties to the would-be rabbinical arbitration; it makes no mention of Robert or Jonathan Bleier.

12. The undersigned reached out to Mr. Strulovitch's counsel and asked him to withdraw this latest rabbinical court proceeding. Mr. Strulovitch's counsel declined, and said that Plaintiff was "free to ignore" the rabbinical court summons if he so chose. As a religious person, Plaintiff is of course not free to simply ignore the summons of a rabbinical court as Mr. Strulovitch is well aware.

13. Notably, Mr. Strulovitch's counsel has previously taken the position that there can be no binding arbitration between his client and Plaintiff on the ground that there is no binding arbitration agreement between the two. (*See* NYSCEF Doc. No. 35.)

14. Mr. Strulovitch's strategy is obvious. He has not prevailed in the first two rounds of motion practice before this Court and now seeks a more favorable forum—even though a year ago, his counsel represented that he "is not trying to escape from this Westchester County proceeding. On the contrary, Strulovitch would prefer to have everything determined in this one proceeding." (NYSCEF Doc. No. 43.)

15. The Court should not countenance Mr. Strulovitch's blatant forum-shopping, nor should it countenance his naked attempt to sidestep the Court's clear directives.

WHEREFORE, the undersigned respectfully requests that the Court temporarily restrain Mr. Strulovitch from furthering any action involving Plaintiff and his ownership interests in Westchester Gardens Realty and Parkview Operating Co before any other tribunal, court, or

arbitral panel, whether civil or religious, and further requests that this Court hold a hearing at its earliest convenience regarding Plaintiff's motion for an injunction and possible sanctions.

Dated: White Plains, New York
March 17, 2025

BLEAKLEY PLATT & SCHMIDT, LLP
One North Lexington Avenue
White Plains, NY 10601
(914) 949-2700
Counsel for Petitioner-Plaintiff
Moshe Bain

by: /s/ **David H. Chen**

David H. Chen, Esq.
dchen@bpslaw.com

William P. Harrington, Esq.
wharrington@bpslaw.com

EXHIBIT H

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
In the Matter of the Application of
MOSHE BAIN,

Petitioner-Plaintiff,

Index No. 75548/2024
Hon. Linda S. Jamieson, J.S.C.

-against-

SAMUEL STRULOVITCH, on his own behalf
and on behalf of MS ACQUISITION I, LLC and 10
CLAREMONT AVENUE, LLC,

Respondents-Defendants,

-and-

PARKVIEW OPERATING CO., LLC, WESTCHESTER
GARDENS REALTY LLC, JONATHAN BLEIER, and
ROBERT BLEIER,

Nominal Defendants.
-----X

**PETITIONER-PLAINTIFF'S MEMORANDUM OF LAW
IN SUPPORT OF MOTION FOR TEMPORARY RESTRAINING ORDER,
PRELIMINARY INJUNCTION AND SANCTIONS**

PRELIMINARY STATEMENT¹

Petitioner-Plaintiff Moshe Bain (“Bain” or “Plaintiff”) respectfully submits this memorandum of law in support of his application, via Order to Show Cause, for a temporary restraining order, preliminary injunction, and finding of civil contempt against Respondent-Defendant Samuel Strulovitch.

This Court enjoined Strulovitch “from taking any action to confirm or enforce the challenged Rabbinical Court arbitral award.” Notwithstanding this injunction, Strulovitch has now initiated *another* Rabbinical Court proceeding, summoning Plaintiff to arbitration (to which Plaintiff never agreed) regarding the very same subject matter as the instant action. Compounding the problem which brought the parties to the Court in the first place, Strulovitch is attempting to force arbitration with Plaintiff *only*, omitting two other parties with undisputed ownership interests in the Westchester nursing home at issue. Strulovitch has done so even though his counsel’s proposal to conduct further rabbinical arbitration was rejected by all other parties and the Court at the July 15, 2025 compliance conference in favor of completing civil discovery.

With Strulovitch having lost two rounds of motion practice before this Court and with discovery nearing its conclusion, the implication is obvious: Strulovitch seeks a new venue where he hopes to receive a more favorable outcome. But he has already consented to the jurisdiction of this Court, which should nip this blatant attempt at forum shopping in the bud. The Court should also impose an appropriate civil sanction upon Mr. Strulovitch for violating its preliminary injunction.

¹ The relevant procedural and factual background is set forth in the accompanying attorney affirmation.

ARGUMENT

A. TRO/Preliminary Injunction

The purpose of a temporary restraining order or preliminary injunction is to maintain the status quo pending a final decision. *See Ruiz v. Meloney*, 26 A.D.3d 485, 486 (2d Dep't 2006).

A preliminary injunction may be granted in any action where it appears that the defendant threatens or is about to do, or is doing or procuring or suffering to be done, an act in violation of the plaintiff's rights respecting the subject of the action, and tending to render the judgment ineffectual, or in any action where the plaintiff has demanded and would be entitled to a judgment restraining the defendant from the commission or continuance of an act, which, if committed or continued during the pendency of the action, would produce injury to the plaintiff. A temporary restraining order may be granted pending a hearing for a preliminary injunction where it appears that immediate and irreparable injury, loss or damage will result unless the defendant is restrained before the hearing can be had.

CPLR § 6301. "The determination whether to grant a motion for a preliminary injunction rests within the sound discretion of the Supreme Court, and requires a party to demonstrate a probability of success on the merits, a danger of irreparable injury in the absence of an injunction, and a balance of equities in that party's favor." *Jones v. State Farm Fire & Cas. Co.*, 189 A.D.3d 1565, 1566 (2d Dep't 2020). "[E]ven when the facts are in dispute, a court may find a likelihood of success on the merits; conclusive proof is not required." *Ruiz*, 26 A.D.3d at 486.

Plaintiff's likelihood of ultimate success on the merits is just as strong as when the Court issued the initial TRO (NYSCEF Doc. No. 21) and preliminary injunction (NYSCEF Doc. No. 31). It is undisputed that Strulovitch's original Rabbinical Court arbitration occurred without the participation or consent of Plaintiff or Robert Bleier, even though both men have ownership interests in the Westchester nursing home at the heart of this dispute. That fact alone is grounds for the Court to ultimately vacate the arbitral decision, and the same logic applies to Strulovitch's latest attempt to force arbitration without necessary parties, to wit: Robert and Jonathan Bleier, before a different Rabbinical Court.

The danger of irreparable injury is also unchanged. The original Rabbinical Court arbitration purported to award a certain ownership percentage of the nursing home to Strulovitch, without indicating from whom this percentage would be drawn. If not vacated, this arbitral award risks diluting Plaintiff's ownership. And even if it were ultimately decided that all of Strulovitch's purported ownership comes from Jonathan Bleier, it would still affect Plaintiff insofar as Strulovitch was never vetted by the New York State Department of Health, thus placing the nursing home's license at risk. Moreover, any determination that Strulovitch has had an ownership interest in the nursing home ever since his so-called "side deal" with Jonathan Bleier risks making the nursing home's tax filings retroactively fraudulent.

The balance of equities weighs even more heavily against Strulovitch than it did a year ago. Despite this Court enjoining him from "taking any action to confirm or enforce the challenged Rabbinical Court arbitral award," Strulovitch has now initiated *another* Rabbinical Court arbitral proceeding, the subject of which is ownership of the very same nursing home. Strulovitch again seeks to exclude other parties with undisputed ownership interests in the nursing home; it appears he has learned nothing from the Court's prior rulings.

B. Civil Contempt

It is black-letter law that courts have "inherent power to enforce compliance with their lawful orders through civil contempt." *McCain v. Dinkins*, 84 N.Y.2d 216, 227 (1994) (citing *Shillitani v. United States*, 384 U.S. 364, 370 (1966)).

A motion to punish a party for civil contempt is addressed to the sound discretion of the court. A party seeking imposition of punishment for civil contempt must prove by clear and convincing evidence that the party to be charged with the contempt violated a clear and unequivocal mandate of the court of which it had knowledge, and thereby prejudiced the movant's rights.

Pierot v. Marom, 172 A.D.3d 930, 931 (2d Dep't 2019) (citations omitted).

“To satisfy the prejudice element, it is sufficient to allege and prove that the contemnor’s actions were calculated to or actually did defeat, impair, impede, or prejudice the rights or remedies of a party.” *Matter of Fruchthandler v. Fruchthandler*, 161 A.D.3d 1151, 1153 (2d Dep’t 2018) (internal quotation marks omitted). “Once the movant establishes a knowing failure to comply with a clear and unequivocal mandate, the burden shifts to the alleged contemnor to refute the movant’s showing, or to offer evidence of a defense, such as an inability to comply with the order.” *Rhodes v. Rhodes*, 169 A.D.3d 841, 843 (2d Dep’t 2019) (citation omitted).

Here, the Court’s November 2024 TRO and December 2024 preliminary injunction both constitute “clear and unequivocal mandates” and by initiating yet another Rabbinical Court arbitration, Strulovitch has clearly violated them. Strulovitch cannot disclaim knowledge of the Court’s mandates because “[t]he knowledge of defendant’s counsel, who is defendant’s agent, is properly imputed to defendant.” *Wilmington Tr. v. MC-Five Mile Com. Mortg. Fin. LLC*, 171 A.D.3d 591, 591 (1st Dep’t 2019).

That Strulovitch’s actions were calculated to “defeat, impair, impede or prejudice” Plaintiff’s rights cannot seriously be contested; the only reason to initiate *another* Rabbinical Court proceeding without agreement from all parties would be to re-create the *original* Rabbinical Court arbitral decision, which unequivocally prejudiced Plaintiff’s ownership rights in the Westchester nursing home at issue.

CONCLUSION

For the foregoing reasons, Strulovitch should again be temporarily restrained and preliminarily enjoined from “from taking any action to confirm or enforce the challenged Rabbinical Court arbitral award”—including but not limited to furthering any action involving Plaintiff and his interests in the nursing home before any other tribunal, court, or arbitral panel,

whether civil or religious. Strulovitch should also be held in civil contempt, with a punishment to be determined after an appropriate hearing.

Dated: White Plains, New York
March 17, 2026

Respectfully submitted,

BLEAKLEY PLATT & SCHMIDT, LLP
One North Lexington Avenue
White Plains, NY 10601
(914) 949-2700
Attorneys for Petitioner-Plaintiff Moshe Bain

by: /s/ **David H. Chen**

David H. Chen, Esq.
dchen@bpslaw.com

William P. Harrington, Esq.
wpharrington@bpslaw.com

EXHIBIT I

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
In the Matter of the Application of
MOSHE BAIN,

Petitioner-Plaintiff,

Index No. 75548/2024
Hon. Linda S. Jamieson, J.S.C.

-against-

SAMUEL STRULOVITCH, on his own behalf
and on behalf of MS ACQUISITION I, LLC and 10
CLAREMONT AVENUE, LLC,

Respondents-Defendants,

(PROPOSED)
ORDER TO SHOW CAUSE

-and-

PARKVIEW OPERATING CO., LLC, WESTCHESTER
GARDENS REALTY LLC, JONATHAN BLEIER, and
ROBERT BLEIER,

Nominal Defendants.

-----X
TO THE ABOVE-NAMED RESPONDENT-DEFENDANT:

Upon the annexed Affirmation of David H. Chen, Esq., the accompanying Memorandum of Law, and all prior filings and proceedings held before this Court, it is hereby

ORDERED that Respondent-Defendant SAMUEL STRULOVITCH show cause before the Commercial Division, Supreme Court of the State of New York, County of Westchester, held at the Westchester County Courthouse located at 111 Dr. Martin Luther King, Jr. Blvd., White Plains, NY 10601, at 10:30 o'clock a.m./~~p.m.~~ on the 24th day of March, 2026 or as soon thereafter as counsel may be heard, as to why an Order should not be issued:

- (a) enjoining Mr. Strulovitch from furthering any action involving Plaintiff and his ownership interests in Westchester Gardens Realty and Parkview Operating Co. before any other tribunal, court, or arbitral panel, whether civil or religious; and
- (b) sanctioning Mr. Strulovitch for violating the prior directives of this Court.

It is further **ORDERED** that service of this Order and the supporting papers upon Bronstein, Gewirtz & Grossman, LLC, Mr. Strulovitch's counsel of record in the above-captioned action, via NYSCEF, on or before the 17th day of March, 2026 shall be deemed good and sufficient service.

It is further ~~**ORDERED**~~ that opposition papers, if any, shall be served via NYSCEF at least ~~three days prior to the return date hereof;~~ and any reply papers shall be served via NYSCEF ~~on or before the return date.~~ Papers to be discussed in Court. Appearances required.

Dated: March 17, 2026

ENTER:



Hon. Linda S. Jamieson, J.S.C.

EXHIBIT J

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
In the Matter of the Application of
MOSHE BAIN,

Index No. 75548/2024

Petitioner-Plaintiff,

Mot. Seq. No. 4

-against-

Hon. Linda S. Jamieson

SAMUEL STRULOVITCH, MS ACQUISITION I,
LLC and 10 CLAREMONT AVENUE, LLC,

Respondents-Defendants,

**NOTICE OF JOINDER TO
PETITIONER-PLAINTIFF'S
MOTION FOR A PRELIMINARY
INJUNCTION AND CONTEMPT**

-and-

PARKVIEW OPERATING CO., LLC,
WESTCHESTER GARDENS REALTY LLC,
JONATHAN BLEIER, and ROBERT BLEIER,

Nominal Defendants.

-----X

PLEASE TAKE NOTICE that Nominal Defendants Parkview Operating Co., LLC and Westchester Gardens Realty LLC (“Nominal Defendants”), by and through their attorneys, hereby join Petitioner-Plaintiff’s (“Plaintiff”) motion ([NYSCEF Doc. Nos. 107-110](#)) (“Motion”), brought by Order to Show Cause, *inter alia*, for a preliminary injunction and finding of civil contempt and sanctions against Respondent-Defendant Samuel Strulovitch (“Strulovitch”) for his violations of this Court’s orders.

Nominal Defendants expressly join in the Motion because Strulovitch commenced another rabbinical court arbitration (“2026 Arbitration”) to enforce the challenged 2024 arbitration award (“Award”) in violation of this Court’s orders, including the April 22, 2025 order ([NYSCEF Doc. No. 83](#)) (“Preliminary Injunction”) enjoining Strulovitch from taking any action to confirm or enforce the Award. In the 2026 Arbitration, Strulovitch (again) improperly seeks adjudication of

the core issues before this Court in a different forum and to the exclusion of necessary parties present in this action, including Nominal Defendants, all of which Strulovitch failed to join in his already prohibited arbitral proceeding. Strulovitch's attempt to circumvent this Court's jurisdiction by initiating the 2026 Arbitration was in violation of this Court's Preliminary Injunction and other directives and further risks irreparable injury to Nominal Defendants, as necessary parties with interests affected by the Award and Strulovitch's unlawful attempt to enforce it while subject to a prohibitory injunction.

In connection with this joinder, Nominal Defendants respectfully reserve their right to be heard at the hearing scheduled on March 24, 2026 ([NYSCEF Doc. 110](#)), and at any other hearing or argument on this this matter, on the grounds set forth in the Motion and in the accompanying Affirmation of Alfred E. Donnellan submitted on behalf of Nominal Defendants in support of the Motion.

Dated: White Plains, New York
March 20, 2026

DELBELLO DONNELLAN WEINGARTEN
WISE & WIEDERKEHR, LLP

/s/ Alfred E. Donnellan
ALFRED E. DONNELLAN

360 Hamilton Avenue
White Plains, New York 10601
Phone: (914) 681-0200

*Attorneys for Nominal Defendants
Parkview Operating Co., LLC and
Westchester Gardens Realty LLC*

EXHIBIT K

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
In the Matter of the Application of
MOSHE BAIN,

Index No. 75548/2024

Petitioner-Plaintiff,

Mot. Seq. No. 4

-against-

Hon. Linda S. Jamieson

SAMUEL STRULOVITCH, MS ACQUISITION I,
LLC and 10 CLAREMONT AVENUE, LLC,

Respondents-Defendants,

-and-

PARKVIEW OPERATING CO., LLC,
WESTCHESTER GARDENS REALTY LLC,
JONATHAN BLEIER, and ROBERT BLEIER,

Nominal Defendants.

**AFFIRMATION OF ALFRED E.
DONNELLAN IN SUPPORT OF
NOMINAL DEFENDANTS'
JOINDER IN PETIONER -
PLAINTIFF'S MOTION FOR
A PRELIMINARY INJUNCTION
AND CONTEMPT**

-----X
ALFRED E. DONNELLAN, affirms the following to be true under penalty of perjury:

1. I am a member of DelBello Donnellan Weingarten Wise & Wiederkehr, LLP, attorneys for Nominal Defendants Parkview Operating Co., LLC and Westchester Gardens Realty LLC ("Nominal Defendants") in this action. I am fully familiar with the facts and circumstances set forth below based on documents in my possession.

2. I respectfully submit this affirmation in support of Nominal Defendants' joinder in Plaintiff's motion ([NYSCEF Doc. Nos. 107-110](#)) (the "Motion"), brought by Order to Show Cause, *inter alia*, for a preliminary injunction and finding of civil contempt and sanctions against Respondent-Defendant Samuel Strulovitch ("Strulovitch") for his violations of this Court's orders. The contents of the Motion are hereby adopted and incorporated as if fully set forth herein.

3. Strulovitch recently initiated an arbitration proceeding ("2026 Arbitration") before

yet another rabbinical court, Beth Din Tzedek Beth Aaron (“BD Tzedek Beth Aaron”), which issued a summons (“Arbitration Summons”) to Moshe Bain purporting to require his appearance in that proceeding, in which Strulovitch seeks a bilateral adjudication of all issues raised in this action in furtherance of his efforts to enforce a 2024 arbitral award (“Award”)¹ issued in an earlier Rockland County rabbinical proceeding from which Strulovitch excluded Mr. Bain and other necessary parties. A true and correct copy of the Arbitration Summons is attached as **Exhibit A**. A certified translation from Hebrew to English of the Arbitration Summons is attached as **Exhibit B**.

4. As the Arbitration Summons reflects, Strulovitch did not name or join any other parties in the 2026 Arbitration, including, among others with affected interests, Nominal Defendants. Upon information and belief, Mr. Bain never agreed to arbitrate with Strulovitch (or anyone else) before BD Tzedek Beth Aaron, whether in the 2026 Arbitration or otherwise.

5. By email on March 16, 2026 (“March 16 Email”), BD Tzedek Beth Aaron again sought to require Mr. Bain’s appearance and participation in the 2026 Arbitration. A true and correct copy of the March 16 Email chain is attached as **Exhibit C**.

6. This email correspondence further confirms Strulovitch commenced the 2026 Arbitration against Mr. Bain “to adjudicate all differences raised in the Westchester County court proceeding index number 75548-2024” and that he is “calling [Mr. Bain] to [BD Tzedek Beth Aaron] to stop interfering in [his] confirmation [of the Award]” and “to prove that [Mr. Bain has] no right of first refusal.” *See* March 16 Email chain.

7. An additional email was also received by Mr. Bain’s counsel from BD Tzedek Beth Aaron on March 20, 2026, which was then later directly forwarded with commentary to Mr. Bain

¹ The Award purports to adjudicate ownership interests in Nominal Defendants, which own and operate a Westchester nursing facility and the underlying realty.

(without copying Mr. Bain's counsel) by Mr. Strulovitch's Beis Din counsel/representative ("March 20 Email"). A true and correct copy of the March 20 Email is attached as **Exhibit D.**

8. As the Court will recall, the Amended Petition-Complaint ([NYSCEF Doc. No. 50](#)) ("Compl.") includes claims to vacate the Award and for specific performance based on a right of first refusal set forth in Nominal Defendants' operating agreements with respect to any proposed transfer of membership interests. (Compl. ¶ 102-119).

9. As such, by the 2026 Arbitration, Strulovitch improperly seeks to adjudicate the issues and claims properly before this Court in a different forum despite there being no agreement to do so and that Strulovitch again excluded necessary parties, including all Nominal Defendants in this action.

10. Strulovitch's attempt to circumvent this Court's jurisdiction by initiating the 2026 Arbitration and refusing to withdraw that proceeding despite due demand constitutes a willful, continuing violation of this Court's orders, including the April 22, 2025 order ([NYSCEF Doc. No. 83](#)) ("Injunction Order") enjoining Strulovitch "from taking any action to confirm or enforce the Award, including, without limitation, seeking modification, clarification, or explanation of the Award from the issuing Rabbinical Court."

11. Further, Strulovitch acknowledged and consented to this Court's exclusive jurisdiction over the subject matter by voluntarily discontinuing his action to confirm the Award in Rockland County (Index No. 035405/2024) in favor of adjudicating all claims and issues in this action alone, and by requesting and obtaining from this Court a toll of Respondents' time to seek confirmation or bring an action on the Award while Respondents are subject to the Injunction Order. *See, e.g.,* [NYSCEF Doc Nos. 78-80, 83](#). Having requested and accepted the benefits of this relief, Strulovitch should not be permitted to undermine this Court's authority or the effectiveness

of its rulings by (again) pursuing enforcement of the Award in a different forum without agreement and to the exclusion of necessary parties.

12. Strulovitch's conduct also violates the injunctive orders issued in a proceeding before a different rabbinical court enjoining Strulovitch from enforcing or confirming the Award on the grounds that it was rendered in the absence of necessary parties. Strulovitch previously agreed to arbitrate in that proceeding but ultimately reneged and refused to participate, requiring Court intervention. (Compl. ¶ 80-90).

WHEREFORE, it is respectfully requested that the Court enter an Order granting the Motion in its entirety along with such other and further relief as the Court deems just and proper.

Dated: White Plains, New York
March 20, 2026

/s/ Alfred E. Donnellan
ALFRED E. DONNELLAN

CERTIFICATION PURSUANT TO COMMERCIAL DIVISION RULE 17

I, Alfred E. Donnellan, Esq., an attorney at law licensed to practice in the State of New York, and counsel of record herein, certify that this document contains 871 words, exclusive of the caption page, table of contents and table of authorities and signature block, as counted by the word count of the word-processing system used to prepare this document.

Dated: White Plains, New York
March 20, 2026

/s/ *Alfred E. Donnellan*
ALFRED E. DONNELLAN

Exhibit A

בית דין צדק בית אהרן

התאחדות רבנים ודו"ר אהרן
בית דין צדק
שכונת פארק
המבורג רחוב אהרן 1000

יום _____ לחודש _____ תשפ"ו

הזמנה _____

לכבוד, Mr. Moshe Baine

על פי בקשת Mr. Sam Strelowich

הננו מזמינים את מע"כ לעמוד לדין תורה עמו. לפני בית דיננו.

המקום: 3714 18th Ave, Brooklyn, NY 11218

הזמן: יום ארבע, 10:00 AM March 1, 2026

הדין ודברים נוגעים: Court case index no. 75548/2024

נא להודיע למשרד הבי"ד תומ"י ע"י מס' הטלפון הנ"ל אם נכון לעמוד לדין בזמן ומקום הנ"ל, וכן כל מענה להנ"ל בכדי שנוכל לסדרו על צד היותר טוב, ולא יופיעו הדיינים אלא בשמע הגבה מכבודו.

וע"ז כאנו על החתום, יום _____ לחודש _____ תשפ"ו
February 19, 2026 למס', פה ברוקלין נ"י.

דיין בשם הבי"ד

י.ח. כהן

You have been summoned to a Din Torah at the place and time indicated. The request was made by the party named in the second line. Please inform us ASAP whether you will be able to attend the session as scheduled as well as any other response you may have so that we can confirm with the Dayanim. We will make every effort to accommodate your schedule.

Mailing Address ★ 1340 East 4th Street ★ Brooklyn, NY 11230 ★ (718) 376-3436 ★ Fax (718) 376-3439 ★ Email: rabbi@badatz.net

Exhibit B



T 718.384.8040
W TargemTranslations.com
E projects@targemtranslations.com
A 185 Clymer St. Brooklyn, NY 11211

CERTIFICATE OF ACCURACY

On this day, personally appeared before me, a Notary Public in and for the State of New York, County of Kings, Wolf Markowitz, who after having duly affirmed, deposes and certifies that he is and has for more than 40 years been, a competent professional translator of the HEBREW and ENGLISH languages; that he carefully prepared the attached ENGLISH translation of a **Rabbinical Court Summons** written in HEBREW; and certifies that the translation is a true, accurate and correct rendering of such document and the whole thereof. Described and affirmed to before me this March 19, 2026.



Translator

Notary Public

Translation from the H E B R E W Language

Rabbinical Court Beis Aaron

*In memory of Rabbi Aaron Wolkin of blessed memory – Author of Beis Aaron
Founded by Rabbi Moshe Joel Wolkin*

Date: 2 Adar 5786 [February 19, 2026]

Summons #1

To the attention of Mr. Moshe Bain

At the request of Mr. Sam Strulovitch, we are summoning you to submit before rabbinical court arbitration with him, before this Rabbinical Court.

Location: 3714 18th Ave. Brooklyn, NY 11218

Time: 12 Adar 5786; March 1, 2026, at 10:00AM

Dispute is Regarding: court case Index No. 15548/2024

Please notify the rabbinical court office immediately via the phone number above whether you are prepared to submit for arbitration at the aforementioned time and location, as well as any response to the above, so that we can make arrangements in a most positive manner. The rabbinical judges will not appear, unless we hear a response from you.

On this we affixed a signature on 2 Adar 5786, corresponding to calendar date February 19, 2026; here in Brooklyn N.Y.

YM Perlman, Rabbinical Judge, on behalf of the Rabbinical Court

You have been summoned to a Din Torah at the place and time indicated. The request was made by the party named in the second line. Please inform us ASAP whether you will be able to attend the session as scheduled as well as any other response you may have so that we can confirm with the Dayanim. We will make every effort to accommodate your schedule.

Mailing address: 1340 East 4th Street, Brooklyn, NY 11230 = Tel: (718) 376-3436

Fax (718) 376-3439 = Email: rabbi@badatz.net

Exhibit C

From: Rabbi Perlman <rabbi@badatz.net>
Date: March 16, 2026 at 10:03:58 AM EDT
To: Badatz Office <office@badatz.net>
Cc: MYS CONSULTATIONS <mysconsultations@gmail.com>, Badatz MY <badatzmishpiteiyisroel@gmail.com>, BBT <btzedektishpoit@gmail.com>, moshebain@aol.com
Subject: Re: new case Strulovitch vs Baine

Dear Parties and Toanim

If R Moshe Baine feels that there's any reason why he is exempt from coming to din din Torah, then that itself needs to be determined by a BD. This case must move forward expeditiously and the BD will not tolerate the further delays.

In the Name of the BD

Rabbi Perlman

On Sun, Mar 15, 2026, 3:12 PM Badatz Office <office@badatz.net> wrote:

Dear Mr Baine,

Rabbi Kirsch has clearly communicated both in his written response to our original question and in personal conversation with Rabbi Perlman that he is not adverse to the continuation of the hazmanah process, and if anything he supports it. Therefore, you need to respond appropriately, either by choosing a mutually agreed upon bais din, offering 3 respectable bate din, or via zabra. Your response is due no later than 7 days from today.

On Sun, Mar 15, 2026 at 11:42 AM MYS CONSULTATIONS <mysconsultations@gmail.com> wrote:
Strulovich never went to court against baine.

Strulovich went to confirm a psak he got in mechoin against blier awarding him 22 percent of a nursing home which blier is 95% and baine 5%.

Baine sent an hazmanah to strulovitch and blier stating that he has right to first refusal, and strulovitch answered and blier did not.

baine went and took strulovitch to court and is stopping the confirmation of the psak against blier.

we are calling him to beis din to stop interfering in our confirmation. (and to prove that he has no right of first refusal

On Sat, Mar 14, 2026 at 11:25 PM Badatz MY <badatzmishpiteiyisroel@gmail.com> wrote:

We never sent Hazmanas to Baine, rather from Baine to Strulowitz and Bleier.

On Fri, Mar 13, 2026 at 10:28 AM Badatz Office <office@badatz.net> wrote:

Has Rabbi Kirsch's bais din continued sending hazmanahs on this case?

We will not issue hazmanahs concurrently with another bais din

On Thu, Mar 12, 2026 at 10:42 PM MYS CONSULTATIONS <mysconsultations@gmail.com> wrote:

Can you send the 3rd Hamanah and hasroas Siruv?

Baines lawyer notified strulovitzs Lawyer that Baine does not want to continue with Zabla

On Thu, Mar 12, 2026 at 8:34 AM MYS CONSULTATIONS <mysconsultations@gmail.com> wrote:

Baine still did not respond; he is obviously not willing to go to ZABLA.

On Mon, Mar 9, 2026 at 7:53 PM BBT <btzedektishpoit@gmail.com> wrote:

Our understanding is that he is still ready to go to Zabla. Mr. Baine, is that true?

On Mon, Mar 9, 2026 at 5:25 PM MYS CONSULTATIONS <mysconsultations@gmail.com> wrote:

Baine which sent the Hazmanah backed out (because he never wanted to go to beis din he just wanted your heter arkous we agreed to come to beis din from the get go but thats not what he wanted)

On Fri, Mar 6, 2026 at 2:54 PM Badatz MY <badatzmishpiteiyisroel@gmail.com> wrote:

I would first like to know why it did not go to Zabla as agreed?

On Fri, Mar 6, 2026 at 12:03 PM Rabbi Perlman <rabbi@badatz.net> wrote:

Rabbi Kirch

Please advise

Rabbi Perlman

On Fri, Mar 6, 2026 at 6:24 AM Rabbi Perlman <rabbi@badatz.net> wrote:

Please confirm that you are comfortable with our BD proceeding with the hazmana process

On Fri, Mar 6, 2026, 2:00 AM Badatz MY <badatzmishpiteiyisroel@gmail.com> wrote:

The last our beis Din heard about this matter was that it was going to go to a Zabla. The only thing we issued about the court was that until all parties that have a connection to the Din Torah are dealt with, nothing should be confirmed in court. Strulowitz went to court to confirm. Baine went to stay.

On Fri, Mar 6, 2026 at 12:05 AM Rabbi Perlman <rabbi@badatz.net> wrote:

Rabbi Kirch Shlita

Mr Baine responded to our hazmanah that you gave him a heter arkaos in this matter. Please advise ASAP

In the Name of the BD

Rabbi Perlman

----- Forwarded message -----

From: **MYS CONSULTATIONS** <mysconsultations@gmail.com>

Date: Wed, Feb 18, 2026 at 4:24 PM

Subject: new case Strulovitch vs Baine

To: Rabbi Perlman <rabbi@badatz.net>, Sam Strulovitch <sam@longbeachalp.com>, Moses Strulowitz <moses2626@gmail.com>

Rabbi Perlman,

Pls send Hazmanah As soon as possible

TY

tovea

Sam Strulovich

sam@longbeachalp.com

nitva

Moshe Baine

[12-31 Waterview Street](#)

[Far Rockaway NY 11691](#)

10 Claremont Ave

moshebain@aol.com

Claim to adjudicate all differences raised in the westchester county court proceeding index number 75548-2024

Exhibit D

From: MYS CONSULTATIONS <mysconsultations@gmail.com>
Date: March 20, 2026 at 10:43:13 AM EDT
To: moshebain@aol.com, Rabbi Perlman <rabbi@badatz.net>
Subject: Fwd: Moshe Baine and Samuel Strulovich

Mr baine pls see below.

This is serious and the lawyer cannot protect you from your hashem and your religious obligations.

If you get a siruv everyone will know that you do not listen to Beis din.

----- Forwarded message -----

From: Rabbi Perlman <rabbi@badatz.net>
Date: Fri, Mar 20, 2026 at 10:13 AM
Subject: Re: Moshe Baine and Samuel Strulovich
To: David Chen <dchen@bpslaw.com>
Cc: Badatz Office <office@badatz.net>, Badatz MY <badatzmishpiteiyisroel@gmail.com>, William P. Harrington <WPHarrington@bpslaw.com>, MYS CONSULTATIONS <mysconsultations@gmail.com>

Dear Sirs

We are addressing the outstanding hazmanas that our office has issued to your client Mr. Moshe Baine on behalf of Mr Strulowitz. We have issued three hazmanah summonses, which were not properly answered.

If Mr. Baine continues to be recalcitrant by Monday March 23rd, we will have no choice but to issue a formal "seruv" - letter of recalcitrance. He may be subject to all forms of communal sanctions and societal pressures due his flagrant violation of Jewish law.

Should Mr Baine be of the opinion that Halacha permits him to continue to adjudicate the matter in civil court, that is something that also must be arbitrated in Bais Din to make such a determination.

Please forward this communication to the client.

In the Name of the BD

Rabbi Perlman

On Tue, Mar 17, 2026 at 2:23 PM Rabbi Perlman <rabbi@badatz.net> wrote:

Dear Sirs

We will honor your request. The office staff has also been instructed to remove Mr Baine from the chain and replaced with the lawyers

Rabbi Perlman

On Tue, Mar 17, 2026, 1:21 PM David Chen <dchen@bpslaw.com> wrote:

Good afternoon, Sir –

My partner William Harrington and I represent Mr. Moshe Bain in a civil case against Mr. Samuel Strulovich, which is currently pending in Westchester County Supreme Court, Index No. 75548/2024.

Our understanding is that Mr. Strulovich has requested a Din Torah in Brooklyn regarding the same subject as this ongoing civil case.

We respectfully request that any communications with Mr. Bain regarding this matter be sent through us as his attorneys of record.

Thank you very much.

Sincerely,

David H. Chen, Esq.

Bleakley Platt & Schmidt, LLP

One [North Lexington Avenue](#)

[White Plains, NY 10601](#)

Direct Dial: (914) 287-6155

Facsimile: (914) 683-6956

Email: dchen@bpslaw.com

Website: <http://www.bpslaw.com>



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EXHIBIT L

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X	
In the Matter of the Application of MOSHE BAIN,	:
	:
Petitioner-Plaintiff,	:
	:
- against -	: Index No. 75548/2024
	:
SAMUEL STRULOVITCH, MS ACQUISITION I,	: Hon. Linda S. Jamieson
LLC, and 10 CLAREMONT AVENUE, LLC,	:
	: Motion Seq. No. 4
Respondents-Defendants,	:
	:
- and -	:
	:
PARKVIEW OPERATING CO., LLC,	:
WESTCHESTER GARDENS REALTY LLC,	:
JONATHAN BLEIER, and ROBERT BLEIER,	:
	:
Nominal Defendants.	:
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**MEMORANDUM OF LAW IN OPPOSITION TO MOTION FOR TEMPORARY
RESTRAINING ORDER, PRELIMINARY INJUNCTION, AND SANCTIONS**

Respondent-Defendant Samuel Strulovitch (“Strulovitch”) respectfully submits this memorandum of law in opposition to the motion of Petitioner-Plaintiff Moshe Bain (“Petitioner or Bain”) for a temporary restraining order, preliminary injunction, and finding of civil contempt against Strulovitch.¹

PRELIMINARY STATEMENT

Petitioner’s motion raises serious concerns under the Free Exercise Clause. At bottom, Petitioner asks this Court to prohibit Strulovitch from engaging in a religious practice: seeking the guidance and instruction of a Jewish religious panel regarding a dispute he believes, as a matter of religious obligation, should be addressed in that manner. The First Amendment does not permit such interference with religious exercise, particularly where a religious panel functions as a non-coercive forum of religious conscience.

Strulovitch has consistently maintained, both before and during this proceeding, that disputes between himself and Petitioner should be presented to a Jewish religious panel (a “beis din”) in accordance with Jewish law. Consistent with that belief, a religious summons (a “hazmana”) was issued to Petitioner. As Petitioner concedes, the hazmana carries no legal force and may be ignored as a matter of civil law. Petitioner nevertheless seeks judicial intervention precisely because of the hazmana’s religious significance. That request would require the Court to intrude into a religious mechanism of dispute resolution and to restrict conduct motivated by sincerely held religious belief.

Nor does the hazmana violate this Court’s prior preliminary injunction. The injunction bars efforts to confirm or enforce the arbitral award obtained by Strulovitch against Nominal Defendant Jonathan Bleier (the “Award”). The hazmana does neither. It is expressly directed to

¹ The factual background referenced in this Memorandum of Law is based upon the

resolution of Petitioner's claims against Strulovitch in this proceeding and does not seek to confirm or enforce the Award. As the Court has already made clear, confirmation or enforcement of the Award is not part of this proceeding, and Strulovitch's time to pursue such relief has been tolled.

For these reasons, and as set forth below, Petitioner's request for injunctive relief and contempt should be denied.

ARGUMENT

I. PETITIONER'S PROPOSED PRELIMINARY INJUNCTION WOULD VIOLATE STRULOVITCH'S FREE EXERCISE RIGHTS

Petitioner's proposed preliminary injunction would violate Strulovitch's Free Exercise rights in two ways. As a threshold matter, the United States Supreme Court long ago explained that "civil courts exercise no jurisdiction" over matters involving "theological controversy, church discipline, ecclesiastical government, or the conformity of the members of the church to the standard of morals required of them." *Watson v. Jones*, 80 U.S. 679, 13 Wall. 679, 733 (1872). "The First Amendment protects the right of religious institutions 'to decide for themselves, free from state interference, matters of church government as well as those of faith and doctrine.'" *Our Lady of Guadalupe Sch. v. Morrissey-Berru*, 591 U.S. 732, 737 (2020) (quoting *Kedroff v. Saint Nicholas Cathedral of Russian Orthodox Church in North America*, 344 U. S. 94, 116 (1952)).

A *beis din* proceeding – that is, a proceeding of a Jewish religious panel – is religious in nature. Its purpose is to decide matters of Jewish religious law. A *hazmana*, too, is religious in nature. It has no legal power, and the *beis din* does not have the power of a secular court. An effect of a *hazmana* is religious rather than legal in nature. Petitioner concedes as much. *See*

accompanying affirmations.

Chen Aff. ¶ 12 (“As a religious person, Plaintiff is of course not free to simply ignore the summons of a rabbinical court as Mr. Strulovitch is well aware.”). In other words, Petitioner seeks this Court’s intervention in a religious matter, in which a religious panel would decide matters of religious law. This proposed relief – judicial interference in matters of religious law, faith, and doctrine – is precisely what the First Amendment proscribes.

In addition to running afoul of the “church autonomy” doctrine under the First Amendment, the proposed preliminary injunction cannot satisfy the requisite level of constitutional scrutiny for burdening Strulovitch’s religion. *Employment Div., Dept. of Human Resources of Ore. v. Smith*, 494 U. S. 872 (1990), “held that laws incidentally burdening religion are ordinarily not subject to strict scrutiny under the Free Exercise Clause so long as they are neutral and generally applicable.” *Fulton v. City of Phila.*, 593 U.S. 522, 533 (2021). “There are obvious differences, however, between an injunction and a generally applicable ordinance. Ordinances represent a legislative choice regarding the promotion of particular societal interests. Injunctions, by contrast, are remedies imposed for violations (or threatened violations) of a legislative or judicial decree.” *Madsen v. Women’s Health Ctr.*, 512 U.S. 753, 764 (1994) (citation omitted). Thus, “[i]njunctions also carry greater risks of . . . discriminatory application than do general ordinances.” *Id.*

For the reasons identified in *Madsen*, it is likely that an injunction of this sort is not generally applicable under *Smith* and is therefore subject to strict scrutiny. *See Fulton*, 593 U.S. at 544 (“A longstanding tenet of our free exercise jurisprudence – one that both pre-dates and survives *Smith* – is that a law burdening religious exercise must satisfy strict scrutiny if it gives government officials discretion to grant individualized exemptions.”). But, at the very least, as the Supreme Court held in *Madsen* in the context of free speech, “[w]e believe that these

differences require a somewhat more stringent application of general First Amendment principles in this context.” *Madsen*, 512 U.S. at 765. Under a standard similar to that applied in *Madsen*, the preliminary injunction could burden no more religion than necessary to serve a significant government interest. *See id.* (“We must ask instead whether the challenged provisions of the injunction burden no more speech than necessary to serve a significant government interest.”). What is the significant government interest that requires prohibiting Strulovitch from sending Petitioner a religious summons to a religious panel? Other than the religious harm that he alleges he might suffer, Petitioner seems to suggest that a possible interest here is preventing bilateral resolution of his claims against Strulovitch. But what kind of interest is there in preventing Petitioner from voluntarily resolving his claims against Strulovitch?

Likewise, the proposed injunction is itself neither neutral nor generally applicable. “Government fails to act neutrally when it proceeds in a manner intolerant of religious beliefs or restricts practices because of their religious nature.” *Fulton*, 593 U.S. 522, 533 (2021). Here, Petitioner objects to a summons that lacks legal force precisely because of its religious nature. Petitioner concedes that, as a legal matter, he is free to ignore the summons, but he asks this Court’s aid because of the summons’ religious character. Under these circumstances, the proposed injunction is not neutral.

A law “lacks general applicability if it prohibits religious conduct while permitting secular conduct that undermines the government’s asserted interests in a similar way.” *Fulton*, 593 U.S. at 534. As noted, Petitioner seems to suggest that a possible interest here is preventing bilateral resolution of his claims against Strulovitch. But the proposed injunction does not prohibit a bilateral settlement between Petitioner and Strulovitch that resolves Petitioner’s claims

against Strulovitch. Nor does the proposed injunction prohibit Strulovitch's counsel from suggesting a bilateral settlement to Petitioner's counsel.

Because the proposed injunction is neither neutral nor generally applicable, it is subject to strict scrutiny. "A government policy can survive strict scrutiny only if it advances interests of the highest order and is narrowly tailored to achieve those interests." *Fulton*, 593 U.S. at 534. Petitioner has not offered, let alone established, an interest of the highest order that is narrowly tailored to achieve those interests. Accordingly, the proposed injunction would impermissibly burden Strulovitch's exercise of religion.

II. THE HAZMANA DOES NOT VIOLATE THE COURT'S PRELIMINARY INJUNCTION

As noted in the Preliminary Statement above, the hazmana in no way violates the preliminary injunction contained in the Court's April 22, 2025 Order (the "Order"). The hazmana seeks religious adjudication of *Petitioner's* claims against Strulovitch; the hazmana does not seek to confirm or enforce the arbitral award.

On December 9, 2024, the Court had held a hearing and orally stated that it was granting a preliminary injunction staying Strulovitch's Rockland County Supreme Court proceeding that sought confirmation of the Award. Subsequently, Strulovitch's counsel explained in a letter to the Court and at a court appearance that Strulovitch would like to seek confirmation of the Award in this Westchester County proceeding. At the hearing, the Court determined that this proceeding would not address any claim by Strulovitch to confirm or enforce the Award, and, because of this, the statute of limitations for Strulovitch to do so would be tolled. Accordingly, on April 22, 2025, the Court entered the written Order, which contained two provisions. First, the Order provided "that Respondents are hereby preliminarily enjoined, and have been enjoined since December 9, 2024, from taking any action to confirm or enforce the Award[.]" Doc. No.

83. Second, the Order provided “that Respondents’ time to bring an application or petition to confirm the Award, pursuant to CPLR § 7510 or any similar proceeding, has been tolled since December 9, 2024 and shall remain tolled while Respondents are subject to the injunction set forth in this Order.”

As the Court made clear in the hearing and in the subsequent written Order, the current proceeding does not address any claim by Strulovitch to confirm or enforce the Award. The hazmana specifically identified the index number of this proceeding, that is, the hazmana was limited to *Petitioner’s* claims against Strulovitch, rather than an attempt to enforce or confirm the Award. Likewise, the email from Mr. Strulovitch’s representative to the beis din – referenced in Mr. Donnellan’s affirmation – states that Bain went to court and then refers to Bain’s two primary claims in this proceeding: vacatur of the Award and a right of first refusal. Doc. No. 116.

Nothing in the hazmana constitutes an attempt to confirm or enforce the Award. And, for the reasons set forth in the previous section, Petitioner’s attempt to broaden the Order to encompass the hazmana would infringe upon Strulovitch’s Free Exercise rights.

III. PETITIONER’S MOTION MISCHARACTERIZES THE SEQUENCE OF EVENTS

Petitioner’s motion papers mischaracterize the relevant sequence of events in several ways. From the beginning, Strulovitch has said that he was willing to go to a Jewish religious panel to resolve Petitioner’s claim against him. Petitioner, however, asserted a cause of action to compel arbitration among all of the parties to this proceeding. Strulovitch argued that there could be no binding arbitration agreement because Strulovitch had never agreed to go to arbitration with all of the parties to this proceeding. Strulovitch then filed a motion to dismiss

Petitioner's claims and Robert Bleier's cross claims. After the Court denied the motions in June 2025, the Court held a compliance conference on July 15, 2025.

Petitioner's counsel's account of the July 15, 2025 compliance conference is confused and erroneous. Contrary to the affirmation of Petitioner's counsel, Strulovitch's counsel did not propose bilateral arbitration. At the conference, Petitioner's counsel mentioned that he had received a call from Strulovitch's counsel proposing that, in accordance with Petitioner's cause of action, *all* of the parties go to arbitration; Strulovitch's counsel confirmed that he had made the suggestion. Nor did Strulovitch's counsel propose that discovery should be stayed pending the outcome of the allegedly proposed bilateral arbitration. Strulovitch's counsel raised the question of a "framed issues" hearing as to Petitioner's cause of action to compel arbitration and how that might affect discovery.

After the compliance conference, outside the courtroom, Petitioner's counsel suggested that Strulovitch's counsel put together a detailed proposal for all of the parties to go to a religious panel for arbitration. Strulovitch's counsel circulated a proposal to counsel for the other parties on July 28, 2025. Strulovitch's counsel did not hear back from them. On November 10, 2025, when Strulovitch's counsel was attempting to set deposition dates, he followed up with Petitioner's counsel about the proposal. Petitioner's counsel responded that the consensus (presumably among the other parties or their counsel) was that having the depositions first would facilitate arbitration before a religious panel.

As the Court may recall, scheduling of depositions was delayed and the deadline for depositions was pushed off. Now, we are approaching the end of depositions and there has been no indication that all of the parties wish to adopt the proposal for an arbitration before a religious panel. Accordingly, Strulovitch sent a hazmana to Petitioner in an effort to resolve Petitioner's

claims against Strulovitch before a Jewish religious panel, as Strulovitch believes is appropriate under Jewish law. This is not a sudden change of course. It is, rather, the natural step after efforts to reach a global resolution before a religious panel appear unlikely to succeed.

Finally, Petitioner's counsel mischaracterizes the February 12, 2025 letter from Strulovitch's counsel. Doc. No. 43. Petitioner's counsel depicts the letter as expressing a preference for resolution of Petitioner's claims in court rather than before a religious panel. The letter had nothing to do with that issue. The letter was addressing a procedural issue. As the Court may recall, Bain's counsel had declined to amend the petition to add MS Acquisition and 10 Claremont as necessary parties; Strulovitch had a one-year statute of limitations problem for confirming the arbitral award under CPLR Article 75; and Strulovitch's counsel was therefore asking the Court to clarify the civil stay to allow a new civil confirmation proceeding in Westchester County – one that would be joined with the existing case for case management purposes.

CONCLUSION

For the foregoing reasons, the Court should deny Petitioner's motion for a temporary restraining order, preliminary injunction, a finding of contempt, and sanctions.

Dated: March 23, 2026

BRONSTEIN, GEWIRTZ & GROSSMAN, LLC

By: s/Yitzchak Eliezer Soloveichik
Yitzchak Eliezer Soloveichik
60 East 42nd Street, Suite 4600
New York, New York 10165
(212) 697-6484
Attorneys for Respondents-Defendants
Samuel Strulovitch, MS Acquisition I, LLC,
and 10 Claremont Avenue, LLC

WORD COUNT CERTIFICATION

Pursuant to Rule 17 of subdivision (g) of section 202.70 of the Uniform Rules for the Supreme Court and County Court (Rules of Practice for the Commercial Division of the Supreme Court), I hereby certify that the total number of words in this memorandum of law, excluding the caption, table of contents, table of authorities, signature block, and word count certification is 2248.

s/Yitzchak Eliezer Soloveichik
Yitzchak Eliezer Soloveichik

EXHIBIT M

3. Subsequently, I explained in a letter to the Court and at a court appearance that Strulovitch would like to seek confirmation of the Award in this Westchester County proceeding.

4. At the hearing, the Court determined that this proceeding would not address any claim by Strulovitch to confirm or enforce the Award, and, because of this, the statute of limitations for Strulovitch to do so would be tolled.

5. Accordingly, on April 22, 2025, the Court entered the a written order (the “Order”), which contained two provisions. First, the Order provided “that Respondents are hereby preliminarily enjoined, and have been enjoined since December 9, 2024, from taking any action to confirm or enforce the Award[.]” Doc. No. 83. Second, the Order provided “that Respondents’ time to bring an application or petition to confirm the Award, pursuant to CPLR § 7510 or any similar proceeding, has been tolled since December 9, 2024 and shall remain tolled while Respondents are subject to the injunction set forth in this Order.”

6. Petitioner’s motion papers mischaracterize the relevant sequence of events in several ways. From the beginning, Strulovitch has said that he was willing to go to a Jewish religious panel to resolve Petitioner’s claim against him. Petitioner, however, asserted a cause of action to compel arbitration among all of the parties to this proceeding. Strulovitch argued that there could be no binding arbitration agreement because Strulovitch had never agreed to go to arbitration.

7. Strulovitch then filed a motion to dismiss Petitioner’s claims and Robert Bleier’s cross claims.

8. After the Court denied the motions in June 2025, the Court held a compliance conference on July 15, 2025.

9. Petitioner's counsel's account of the July 15, 2025 compliance conference is confused and erroneous.

10. Contrary to the affirmation of Petitioner's counsel, I did not propose bilateral arbitration. At the conference, Petitioner's counsel mentioned that he had received a call from me proposing that, in accordance with Petitioner's cause of action, *all* of the parties go to arbitration; I confirmed that I had made the suggestion.

11. Nor did I propose that discovery should be stayed pending the outcome of the allegedly proposed bilateral arbitration. I raised the question of a "framed issues" hearing as to Petitioner's cause of action to compel arbitration and how that might affect discovery.

12. After the compliance conference, outside the courtroom, Petitioner's counsel suggested that I put together a detailed proposal for all of the parties to go to a religious panel for arbitration.

13. I circulated a proposal to counsel for the other parties on July 28, 2025. I did not hear back from them.

14. On November 10, 2025, when I was attempting to set deposition dates, I followed up with Petitioner's counsel about the proposal. Petitioner's counsel responded that the consensus (presumably among the other parties or their counsel) was that having the depositions first would facilitate arbitration before a religious panel.

15. Scheduling of depositions was delayed and the deadline for depositions was pushed off. Now, we are approaching the end of depositions and there has been no indication that all of the parties wish to adopt the proposal for an arbitration before a religious panel to address all issues.

16. Petitioner's counsel mischaracterizes the February 12, 2025 letter from me. Doc. No. 43. Petitioner's counsel depicts the letter as expressing a preference for resolution of Petitioner's claims in court rather than before a religious panel. The letter had nothing to do with that issue. The letter was addressing a procedural issue. As the Court may recall, Bain's counsel had declined to amend the petition to add MS Acquisition and 10 Claremont as necessary parties; Strulovitch had a one-year statute of limitations problem for confirming the arbitral award under CPLR Article 75; and I was therefore asking the Court to clarify the civil stay to allow a new civil confirmation proceeding in Westchester County – one that would be joined with the existing case for case management purposes.

17. Petitioner's counsel mischaracterizes his discussion with me about the hazmana. Petitioner's counsel asked me if Strulovitch – not I – would withdraw the hazmana. I said that Strulovitch would not withdraw the hazmana. I did not send the hazmana and did not suggest otherwise to Petitioner's counsel.

Dated: March 23, 2026

/s/Yitzchak Eliezer Soloveichik
Yitzchak Eliezer Soloveichik

EXHIBIT N

App. 156

5. Mr. Bain was apparently reluctant to engage in one-on-one resolution of his claims before a beis din; he insisted on including Mr. Jonathan Bleier and others. I did not believe it was necessary to include Mr. Jonathan Bleier because I had already taken part in a Din Torah to resolve any dispute with him.

6. It is my understanding that my attorney made a proposal to the other parties that all of the parties take part in a Din Torah to resolve any disputes, but was informed that the other parties preferred for discovery to take place first.

7. My understanding is that the other parties have given no indication that they wish to accept the proposal now that discovery is close to conclusion.

8. Accordingly, it is my understanding that Rabbi Schonberger, with my general authorization, recently arranged for a summons (known as a “hazmana”) to be sent to Mr. Bain so that the claims he asserted against me in this proceeding can be resolved before a beis din as required by Jewish law.

9. The hazmana has no legal force. The obligation it imposes upon Mr. Bain to respond is religious.

I affirm this 23rd day of March 2026, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.


Samuel Strulovitch

EXHIBIT O

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
In the Matter of the Application of
MOSHE BAIN,

Petitioner-Plaintiff,

Index No. 75548/2024
Hon. Linda S. Jamieson, J.S.C.

-against-

SAMUEL STRULOVITCH, on his own behalf
and on behalf of MS ACQUISITION I, LLC and 10
CLAREMONT AVENUE, LLC,

Respondents-Defendants,

-and-

PARKVIEW OPERATING CO., LLC, WESTCHESTER
GARDENS REALTY LLC, JONATHAN BLEIER, and
ROBERT BLEIER,

Nominal Defendants.
-----X

**REPLY MEMORANDUM OF LAW
IN FURTHER SUPPORT OF MOTION FOR
PRELIMINARY INJUNCTION AND CONTEMPT FINDING**

PRELIMINARY STATEMENT

Petitioner-Plaintiff Moshe Bain respectfully submits this reply memorandum of law in further support of his applications for a preliminary injunction and a finding of civil contempt against Samuel Strulovitch. The Court granted Plaintiff's application for a temporary restraining order at the parties' March 24, 2026 appearance. (*See generally* NYSCEF Doc. No. 121.)

Strulovitch's memorandum of law in opposition (NYSCEF Doc. No. 118, hereafter "Opp'n") does not even bother to address the elements of a preliminary injunction or civil contempt. Instead, Strulovitch now raises—a year and a half into this case—an issue that purportedly sounds in the First Amendment. Specifically, he argues that the requested injunction would somehow prohibit him "from engaging in a religious practice," to wit: "seeking the guidance and instruction of a Jewish religious panel regarding a dispute he believes, as a matter of religious obligation, should be addressed in that manner." (*Id.* at 1.)

This argument is ridiculous. It is Strulovitch himself who invoked civil jurisdiction over the parties' underlying ownership dispute when he sought to confirm his arbitral award in Rockland County Supreme Court. Strulovitch then consented to this Court's jurisdiction by joining issue and stipulating to a civil discovery schedule. His initiation of a new rabbinical proceeding at this late date is a transparent attempt to change forums after a series of unfavorable rulings.

Accordingly, and as set forth in greater detail below, the Court should issue a second injunction, and hold Strulovitch in contempt for violating the first one.

REPLY ARGUMENTS

As an initial matter, Strulovitch asserts that "disputes between himself and Petitioner should be presented to a Jewish religious panel (a 'beis din') in accordance with Jewish law." (Opp'n 1.) But their dispute stems from Strulovitch's *excluding Bain from a beis din in the first*

place—despite the fact that Bain has held an undisputed ownership interest in the Westchester Center nursing home at all relevant times.

Strulovitch similarly excluded Bain (and Robert Bleier) from the Rockland County Supreme Court action that Strulovitch filed to confirm the original beis din ruling. He should not be heard to complain about the Supreme Court’s jurisdiction after having availed himself of it.

The argument that an injunction would “intrude into a religious mechanism of dispute resolution” (*id.*) deserves short shrift—the underlying dispute concerns ownership of a nursing home that exists under, and is regulated by, New York State law. Strulovitch’s latest rabbinical summons makes clear that the subject of his new beis din is the parties’ underlying, *civil* dispute. It states that this “dispute is regarding court case Index No. 75548/2024”—in other words, the instant action. (*See* NYSCEF Doc. No. 115, at 3.) Similarly, a February 18, 2026 email to the new beis din sent on Strulovitch’s behalf requested issuance of a summons to “adjudicate all differences raised in the Westchester County court proceeding index number 75548-2024.”¹ (NYSCEF Doc. No. 116, at 3.)

The argument that Strulovitch’s new beis din “does not seek to confirm or enforce the [original beis din] Award” (Opp’n 2) is disingenuous, given that the parties’ dispute stems entirely from said Award. Strulovitch’s argument is also belied by a March 15, 2026 e-mail from his own rabbinical representative,² which calls on the new beis din to stop Bain from “*interfering in our confirmation.*” (NYSCEF Doc No. 116, at 2 (emphasis added).) The argument that a beis din

¹ Notably, Strulovitch’s new beis din would compound the error of his original beis din by excluding necessary parties, *i.e.*, persons such as Robert Bleier with ownership interests in the nursing home.

² Strulovitch acknowledged at his recent deposition that this person is his “agent” and is fully empowered to act on his behalf.

“has no legal power” (Opp’n 2) is belied by the very existence of the original beis din Award, which Strulovitch seeks to confirm.³

Also disingenuous is the suggestion that Plaintiff or this Court seek to interfere with “matters of church government” or matters of “faith and doctrine.” (*Id.*) This is a dispute regarding ownership of a Mount Vernon nursing home, a quintessential civil matter.

Strulovitch’s citation to *Fulton v. City of Phila.*, 593 U.S. 522 (2021) is unavailing. In that case, a municipality tried to compel a non-profit organization to certify same-sex couples for potential foster placements, in violation of the organization’s religious doctrine. Here, nobody is compelling Strulovitch to do anything besides obeying this Court’s original injunction (from which he never appealed). His citation to *Madsen v. Women’s Health Ctr.*, 512 U.S. 753 (1994) actually undermines his position, as it holds that “the fact that the injunction covered people with a particular viewpoint does not itself render the injunction content or viewpoint based.” *Id.* at 763.

Strulovitch suggests that the proposed injunction is subject to strict scrutiny because it is “neither neutral nor generally applicable.” (Opp’n 4.) Not so. It will apply to *any* proceeding, religious or civil, that seeks to confirm the original arbitral award. Notably, the primary effect of this Court’s original injunction was to stay the *civil* proceeding that Strulovitch had initiated in Rockland County Supreme Court. Again, Strulovitch did not appeal from that injunction.

In sum, the instant motion does not raise any free exercise issues and “can be decided solely upon the application of neutral principles of law, without reference to any religious principles or doctrine.” *Schwartz v. Schwartz*, 79 A.D.3d 1006, 1009 (2d Dep’t 2010). That Strulovitch suddenly wishes “to resolve [his] disputes with other orthodox Jews before a rabbinical court,”

³ A beis din is also empowered to issue a “seruv”—a formal “letter of recalcitrance” that subjects the recipient “to all forms of communal sanctions and societal pressures.” (NYSCEF Doc. No. 117.) In other words, Plaintiff is not simply “free to ignore” it, as Strulovitch flippantly asserts.

Sieger v. Sieger, 297 A.D.2d 33, 34 (2d Dep’t 2002), does not compel the other parties to oblige him, especially when they have nearly completed civil discovery pursuant to their so-ordered stipulation. Nor does Strulovitch’s change of heart divest the Supreme Court of jurisdiction, or prevent this Court from enforcing its own orders. *See id.*

As a final note, even *after* this Court issued the March 24th TRO, Strulovitch refused to withdraw his rabbinical summons. Indeed, Strulovitch is now pressing the beis din to issue the “seruv” that his rabbinical representative had previously threatened Plaintiff with. (See NYSCEF Doc. No. 117.) A seruv, as noted, could cause irreparable harm to Plaintiff’s reputation within the Orthodox community; Strulovitch should not be permitted to act in this manner.

CONCLUSION

For the foregoing reasons, those set forth in Plaintiff’s opening papers, and the reasons articulated by the Nominal Defendants, Plaintiff respectfully requests that the Court enjoin Strulovitch from taking any action to confirm or enforce the challenged arbitral award in any other venue. Strulovitch should also be held in civil contempt for violating both this Court’s original injunction and its March 24th TRO.

Dated: White Plains, New York
March 26, 2026

Respectfully submitted,

BLEAKLEY PLATT & SCHMIDT, LLP
One North Lexington Avenue
White Plains, NY 10601
(914) 949-2700
Attorneys for Petitioner-Plaintiff Moshe Bain

by: /s/ David H. Chen

David H. Chen, Esq.
dchen@bpslaw.com

William P. Harrington, Esq.
wpharrington@bpslaw.com

EXHIBIT P

BRONSTEIN, GEWIRTZ & GROSSMAN, LLC
60 East 42nd Street, Suite 4600, New York, New York 10165
(212) 697-6484, Fax (212) 697-7296

March 26, 2025

Via NYSCEF

Hon. Linda S. Jamieson
Supreme Court, Westchester County
111 Dr. Martin Luther King, Room 103
Jr. Blvd., White Plains, NY 10601

Re: *Matter of Moshe Bain v. Samuel Strulovitch, et al.*, Index No. 75548/2024

Dear Justice Jamieson:

This firm represents respondent-defendant Samuel Strulovitch (“Strulovitch”). We write in regard to the Reply Memorandum of Law filed this morning by Petitioner, which alleged, without any support, that Strulovitch has violated this Court’s March 24, 2026 Temporary Restraining Order (the “TRO”) and is now pressing a Beis Din to issue a “seruv” against Petitioner. This statement is inaccurate.

The TRO provided: “The Court temporarily enjoins any proceeding in any other fora, including beis din.” After I notified Rabbi Schonberger (Strulovitch’s representative before the Beis Din) of the Court’s TRO, he sent the following email to the Beis Din: “Please be aware that the Defendant was successful to get a TRO see attached. Until further notice we are restrained from taking any further action as we do not want to be in violation of the TRO.” Rabbi Schonberger attached a copy of the TRO.

Petitioner apparently bases his claim that Strulovitch “is now pressing the beis din to issue a ‘seruv’” on the Beis Din’s reply email stating that it would do so. Out of an abundance of caution, Rabbi Schonberger sent another email to the Beis Din this morning. Rabbi Schonberger’s email quoted Petitioner’s Reply Brief and stated: “I want to make it clear that the court’s TRO has temporarily enjoined proceedings relating to the Westchester County action, ‘including any beis din.’ Accordingly, as stated previously, in accordance with the TRO, we are not taking any further action with this Beis Din until further notice, including seeking any serv.”

The Beis Din has replied to that email:

To Whom it May Concern

We want to make it very clear that neither Strulowitz nor his agents requested the serv after the TRO was issued. The BD issued it of its own volition as a response to the chutzpah of enjoining a litigant from pursuing his Halachic rights to a Din Torah. See Shu"t Mahari"k 1 that the BD is entitled to do so.

I am willing to submit a signed, notarized affidavit attesting to the above.

In the Name of the BD

Rabbi Yosef Chaim Perlman

Petitioner's counsel has been cc'd on all of these emails. A copy of the email thread is annexed hereto.

We understand that a sur-reply on a motion is not permitted. This letter is intended only to respond to Petitioner's allegation that Strulovitch has violated the Court's TRO, rather than to any issue concerning the underlying motion.

Respectfully yours,

/s

Yitzchak Eliezer Soloveichik

Cc: All counsel of record (via NYSCEF)

Subject: Re: Moshe Baine and Samuel Strulovich
Date: Thursday, March 26, 2026 at 11:16:04 AM Eastern Daylight Time
From: Rabbi Perlman <rabbi@badatz.net>
To: MYS CONSULTATIONS <mysconsultations@gmail.com>
CC: David Chen <dchen@bpslaw.com>, Badatz Office <office@badatz.net>, William P. Harrington <WPHarrington@bpslaw.com>, Rabbi Graus <rabbiagraus@gmail.com>, Rabbi Graus <agraus@aol.com>, moshebain@aol.com <moshebain@aol.com>, Ezi Soloveichik <soloveichik@bgandg.com>
Attachments: image001.png

To Whom it May Concern

We want to make it very clear that neither Strulowitz nor his agents requested the seruv after the TRO was issued. The BD issued it of its own volition as a response to the chutzpah of enjoining a litigant from pursuing his Halachic rights to a Din Torah. See Shu"t Mahari"k 1 that the BD is entitled to do so.

I am willing to submit a signed, notarized affidavit attesting to the above.

In the Name of the BD

Rabbi Yosef Chaim Perlman

On Thu, Mar 26, 2026, 11:03AM MYS CONSULTATIONS <mysconsultations@gmail.com> wrote:

Lechvoid Beis din,

This morning, Bain's lawyer has made a filing in court with the following statement:

As a final note, even after this Court issued the March 24th TRO, Strulovitch refused to withdraw his rabbinical summons. Indeed, Strulovitch is now pressing the beis din to issue the "seruv" that his rabbinical representative had previously threatened Plaintiff with. (See NYSCEF Doc. No. 117.) A seruv, as noted, could cause irreparable harm to Plaintiff's reputation within the Orthodox community; Strulovitch should not be permitted to act in this manner.

I want to make it clear that the court's TRO has temporarily enjoined proceedings relating to the Westchester County action, "including any beis din." Accordingly, as stated previously, in accordance with the TRO, we are not taking any further action with this Beis Din until further

notice, including seeking any serv.

Thank you

On Tue, Mar 24, 2026 at 4:13PM Rabbi Perlman <rabbi@badatz.net> wrote:

The chutzpah of restraining a litigant from obtaining their Halachic rights will not be tolerated. The BD will be issuing a formal serv ASAP effective immediately

On Tue, Mar 24, 2026, 4:08PM MYS CONSULTATIONS <mysconsultations@gmail.com> wrote:

Lechvoid Beis din,

Please be aware that the Defendant was successful to get a TRO see attached.
Until further notice we are restrained from taking any further action as we do not want to be in violation of the TRO.

Thank you

On Mon, Mar 23, 2026 at 3:17PM MYS CONSULTATIONS

<mysconsultations@gmail.com> wrote:

Rabbi Grauz,

Please see email from Moshe Baines Attorney, Can you pls confirm that you are indeed retained for this case?

TY

On Fri, Mar 20, 2026 at 2:52PM David Chen <dchen@bpslaw.com> wrote:

Good afternoon Rabbi and thank you for your message.

I believe there may be some confusion as Mr. Baine has only received one summons to date – the attached. If there have been others that were sent, could I trouble you to please forward us a copy so that I can ensure he receives it?

I also wanted to make sure that everyone understands the full history of this dispute.

In 2024, there was a dispute over the ownership of a Westchester nursing home between Mr. Strulovitch and a Mr. Jonathan Bleier, which was arbitrated by a Rabbinical Court in Rockland County. Mr. Strulovitch then initiated a civil action in Rockland County Supreme Court seeking to confirm this arbitration. At that time, we filed our own civil action on Mr. Baine's behalf in Westchester Supreme Court to protect Mr. Baine's interests, because he was not notified of and did not participate in the Rabbinical Court arbitration even though he has an ownership interest in the nursing home.

Separately, Mr. Baine initiated his own Rabbinical Court arbitration at a Brooklyn Rabbinical Court – I have attached one of their rulings. Mr. Baine requested that ALL parties with a purported interest in the nursing home (Mr. Baine, Mr. Strulovitch, Mr. Jonathan Bleier and Mr. Robert Bleier) participate in this arbitration. Mr. Strulovitch refused to participate, however, saying he would only arbitrate with Mr. Baine alone.

The Westchester Supreme Court has issued an injunction against Mr. Strulovitch and also denied his motion to dismiss our civil action. Mr. Strulovitch accordingly withdrew his Rockland County action and the parties – including Mr. Strulovitch – agreed to complete civil discovery with the Westchester Supreme Court.

My understanding is that Mr. Baine has a rabbinical advisor named Rabbi Grauz who has been advising him with respect to beth din matters and I believe he will be reaching out to you as well.

Thank you very much –

Sincerely,

David H. Chen, Esq.

Bleakley Platt & Schmidt, LLP

One [North Lexington Avenue](#)

[White Plains, NY 10601](#)

Direct Dial: (914) 287-6155

Facsimile: (914) 683-6956

Email: dchen@bpslaw.com

Website: <http://www.bpslaw.com>



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From: Rabbi Perlman <rabbi@badatz.net>
Sent: Friday, March 20, 2026 10:13 AM
To: David Chen <dchen@bpslaw.com>
Cc: Badatz Office <office@badatz.net>; Badatz MY
<badatzmishpiteiyisroel@gmail.com>; William P. Harrington
<WPHarrington@bpslaw.com>; MYS CONSULTATIONS
<mysconsultations@gmail.com>
Subject: Re: Moshe Baine and Samuel Strulovich

CAUTION: This email originated from outside the firm. DO NOT reply to the message, click links or open attachments unless you recognize the sender and know the content is safe. Call the sender instead if you are unsure whether the email is legitimate.

Dear Sirs

We are addressing the outstanding hazmanas that our office has issued to your client

Mr. Moshe Baine on behalf of Mr Strulowitz. We have issued three hazmanah summonses, which were not properly answered.

If Mr. Baine continues to be recalcitrant by Monday March 23rd, we will have no choice but to issue a formal "seruv" - letter of recalcitrance. He may be subject to all forms of communal sanctions and societal pressures due his flagrant violation of Jewish law.

Should Mr Baine be of the opinion that Halacha permits him to continue to adjudicate the matter in civil court, that is something that also must be arbitrated in Bais Din to make such a determination.

Please forward this communication to the client.

In the Name of the BD

Rabbi Perlman

On Tue, Mar 17, 2026 at 2:23 PM Rabbi Perlman <rabbi@badatz.net> wrote:

Dear Sirs

We will honor your request. The office staff has also been instructed to remove Mr Baine from the chain and replaced with the lawyers

Rabbi Perlman

On Tue, Mar 17, 2026, 1:21 PM David Chen <dchen@bpslaw.com> wrote:

Good afternoon, Sir –

My partner William Harrington and I represent Mr. Moshe Bain in a civil case against Mr. Samuel Strulovich, which is currently pending in Westchester County Supreme Court, Index No. 75548/2024.

Our understanding is that Mr. Strulovich has requested a Din Torah in Brooklyn regarding the same subject as this ongoing civil case.

We respectfully request that any communications with Mr. Bain regarding this matter be sent through us as his attorneys of record.

Thank you very much.

Sincerely,

David H. Chen, Esq.

Bleakley Platt & Schmidt, LLP

One [North Lexington Avenue](#)

[White Plains, NY 10601](#)

Direct Dial: (914) 287-6155

Facsimile: (914) 683-6956

Email: dchen@bpslaw.com

Website: <http://www.bpslaw.com>



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EXHIBIT Q

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

In the Matter of the Application of MOSHE BAIN,
Petitioner-Plaintiff,

– against –

SAMUEL STRULOVITCH, MS ACQUISITION
I, LLC and 10 CLAREMONT AVENUE LLC,

Respondents-Defendants,

– and –

PARKVIEW OPERATING CO., LLC,
WESTCHESTER GARDENS REALTY LLC,
JONATHAN BLEIER and ROBERT BLEIER,

Nominal Defendants.

Index No. 75548/2024

Hon. Linda S. Jamieson

Motion Seq. No. 4

AFFIRMATION OF ROBERT
SPOLZINO IN SUPPORT OF ROBERT
BLEIER'S JOINDER IN PETITIONER-
PLAINTIFF'S MOTION FOR
INJUNCTIVE RELIEF AND
CONTEMPT

Robert Spolzino, an attorney admitted to the practice of law before the courts of the State of New York and not a party to this action, affirms the following to be true under the penalties of perjury pursuant to CPLR § 2106:

1. I am a member of the law firm Abrams Fensterman, LLP, attorneys for nominal defendant Robert Bleier and am fully familiar with the facts and circumstances set forth in this affirmation.

2. I submit this affirmation in support of the motion by Petitioner-Plaintiff Moshe Bain for injunctive relief and contempt, NYSCEF Nos. 107-109 & 122, and in reply to Respondents-Defendant's Samuel Strulovitch, MS Acquisition I, LLC and 10 Claremont Avenue, LLC's opposition to the motion, NYSCEF Nos. 118-120.

3. Robert Bleier adopts the facts and arguments set forth in Mr. Bain's motion papers, as well as the facts and arguments set forth in Nominal Defendants Parkview Operating Co., LLC and Westchester Gardens Realty LLC's papers in support of joinder. NYSCEF Nos. 112-117.

I. Background

4. This action seeks to annul a 2024 rabbinical court arbitral award (“the 2024 award”) that purports to determine the ownership interests in Nominal Defendants Parkview Operating Co., LLC and Westchester Gardens Realty LLC (the Nursing Home entities), a nursing home facility in Westchester County. Plaintiff-Petitioner and Robert Blair were improperly excluded from this 2024 arbitration despite having ownership interests in the Nursing Home entities.

5. On November 25, 2024, this Court temporarily restrained Mr. Strulovitch from “from taking any action to confirm or enforce” the 2024 award. On December 8, 2024, the Court enjoined Mr. Strulovitch from taking any further action to confirm or enforce the 2024 award and stayed the article 75 action Strulovitch had brought in the Supreme Court, Rockland County, *Strulovitch v. Bleier et al.*, Index No. 035405/2024, seeking to confirm the 2024 award. NYSCEF No. 21, Motion Seq. No. 1.

6. On November 5, 2024, the Brooklyn-based Rabbinical Court Mishpetei Yisoel had also issued the equivalent of a temporary restraining order against Strulovitch, which states that “[w]e also permit [Mr. Bain] to have this injunction certified by the civil courts, so that the defendants cannot continue there until after they shall have received a full verdict covering all the partners.” NYSCEF No. 15.

7. Ignoring the rulings of both this Court and the Mishpetei Yisoel Rabbinical Court, Strulovitch now seeks to arbitrate the ownership interests in the nursing home in yet another forum, a second Brooklyn-based rabbinical court. NYSCEF Nos. 114 & 115. And in that action, the summons was issued only to Mr. Bain, excluding all other necessary parties with ownership interests in the nursing home; the Nominal Defendants in this action. *Id.*

8. Accordingly, Petitioner-Plaintiff and the Nominal Defendants now seek injunctive

relief retraining Strulovitch from adjudicating the ownership interests of the nursing home while this matter is pending, and a finding of civil contempt and sanctions against Mr. Strulovitch for his violations of this Court's orders.

II. Strulovitch's arguments in opposition have no merit

9. In opposition, Strulovitch now argues for the first time that a preliminary injunction enjoining Strulovitch from adjudicating the ownership interests in the Nursing Home in a rabbinical court would violate his First Amendment right to the free exercise of religion. NYSCEF No. 118.¹ His position fails for multiple reasons.

A. This Court has jurisdiction over the secular matter Strulovitch has brought to the second Brooklyn rabbinical court.

10. The litigation of secular matters in civil court, such as the contract-based claims in this action, does not infringe upon a religious individual's First Amendment right to exercise his faith. *See, e.g., Congregation Yetev Lev D'Satmar, Inc. v. Kahana*, 9 N.Y.3d 282 (2007) ("civil disputes involving religious parties or institutions may be adjudicated without offending the First Amendment as long as neutral principles of law are the basis for their resolution"), *Park Slope Jewish Ctr. v. Congregation B'nai Jacob*, 90 N.Y.2d 517, 522 (1997) (reversing Appellate Division and Supreme Court determinations that a property dispute between the Jewish Center and a Congregation was a nonjusticiable religious dispute, and remanding the matter because it could be resolved on neutral principals of law), and *Avitzur v. Avitzur*, 58 N.Y.2d 108, 115 (1983)(courts can enforce agreements to appear before rabbinical tribunals as secular contractual obligations).

11. This Court need not go any further than cases cited by Strulovitch to see that the First Amendment protects religious individuals from court intervention only in matters that require the

¹ Strulovitch does not contend that the portions of the November 25, 2024 and December 8, 2024 orders of this Court enjoining him from seeking to adjudicate ownership interests in the nursing home in another forum violated his Free Exercise rights. Strulovitch does not explain why this proposed injunction is distinguishable.

application or interpretation of a religious doctrine. NYSCEF No. 118 at 2-3, relying on *Watson v. Jones*, 80 U.S. 679, 733 (1872) (civil courts will not exercise jurisdiction over matters that are “*strictly and purely ecclesiastical* in its character” (emphasis added)), *Our Lady of Guadalupe School v. Morrissey-Berru*, 591 U.S. 732, 746 (2020) (Religious institutions “retain autonomy with respect to internal management decisions that are essential to the institution's central mission,” but they do not enjoy a general immunity from secular laws), and *Empl. Div., Dept. of Human Resources of Oregon v. Smith*, 494 U.S. 872, 879 (1990) (holding that a state law prohibiting ingestion of peyote for religious purposes was constitutional, and that religious beliefs do not excuse individuals from “[c]ompliance with an otherwise valid law prohibiting conduct that the State is free to regulate.”)

12. The dispute before this court is secular; it is a contract dispute over ownership interests in a business corporation. Strulovitch’s assertion that he is protected by the First Amendment because he has brought a “religious matter” to the second rabbinical court is simply inaccurate. NYSCEF No. 118 at 3. The summons issued by the second Brooklyn rabbinical court explicitly states that the purpose of that arbitration is to decide the (secular) legal issues before this Court between Bain and Strulovitch, NYSCEF No. 115, which are currently being litigated through the application of neutral law. Moreover, Strulovitch does not, and cannot, point to a single matter before this Court that requires an interpretation or application of religious law.

13. Strulovitch’s position appears to be that any dispute, whether it be secular or nonsecular, brought to a rabbinical court automatically transforms into a matter of Jewish law, thereby depriving the state and federal courts of jurisdiction over the matter. This position is nonsensical. If the Free Exercise clause accomplished what Strulovitch purports it to do, then any religious person could escape jurisdiction of the secular courts by bringing a dispute to a religious

authority. That is not how the separation of church and state operates. *See, e.g., Reynolds v. U.S.*, 98 U.S. 145, 167 (1878) (religious belief cannot excuse compliance with neutral, generally applicable laws, and that allowing religious authority to supersede legal obligations would permit "every citizen to become a law unto himself" and cause government to "exist only in name.")

14. Moreover, Strulovitch's assertion that his religious beliefs require him to arbitrate in rabbinical court while at the same time disregarding the injunction previously issued by the Mishpetei Yisoel Rabbinical Court appears disingenuous at best. He has made no effort to explain this inconsistency.

B. Strulovitch has waived any right he may have had to arbitrate the matters before this Court.

15. "Like contract rights generally, a right to arbitration may be modified, waived or abandoned." *Flores v. Lower E. Side Serv. Ctr., Inc.*, 4 N.Y.3d 363, 372 (2005) (affirming order staying arbitration where participation in litigation activity manifested a preference clearly inconsistent with his later claim that the parties were obligated to settle their differences by arbitration) (citations and quotations omitted)). *See also Zimmerman v. Cohen*, 236 N.Y. 15, 19 (1923)(defendant's right to arbitrate a contract dispute was waived where parties elected to settle their differences in a court of law and proceeded with discovery) and *De Sapio v. Kohlmeyer*, 35 N.Y.2d 402, 406 (1974) (holding that contesting the merits of a dispute through the judicial process is an affirmative acceptance of the judicial forum and constitutes waiver, and noting that the "courtroom may not be used as a convenient vestibule to the arbitration hall so as to allow a party to create his own unique structure combining litigation and arbitration.")

16. Here, Strulovitch has availed himself to the benefit of the New York State Supreme Courts. Among other things, in the Supreme Court he has argued the merits of this case in motions to dismiss, filed an article 75 action, served document demands, deposed plaintiff and nominal

defendant Jonathan Bleier, and has scheduled the deposition of Robert Bleier. Accordingly, he has waived his right to bring any portion of this case to another venue. *Id. See also Willer v. Kleinman*, 114 A.D.3d 850, 852 (2d Dep't 2014)(defendants who asserted counterclaims, sought and obtained discovery, and delayed seeking arbitration waived their right to arbitrate) and *Glauber v. G&G Quality Clothing*, 2014 N.Y. Misc. LEXIS 6172 *4-5 (Sup. Ct. Kings Cnty. March 24, 2014 [Hon. Martin M. Solomon, J.S.C.], *aff'd* 134 A.D.3d 898 (2d Dep't 2015)(Defendants waived right to arbitrate before a rabbinical court where they had filed counterclaims, demanded specific performance and offset claims. And, it was appropriate for the court to retain jurisdiction over the dispute because claims could be resolved with neutral secular law and no reference to religious law was required.)

C. Strulovitch is in violation of the 2024 orders of both this Court and the Mishpetei Yisoel Rabbinical Court

17. Strulovitch next asserts that his attempt to arbitrate issues concerning ownership of the nursing home between only himself and Mr. Bain does not violate the orders enjoining him from taking any action to confirm or enforce the 2024 award. He argues that because Mr. Bain was not involved in the rabbinical court arbitration that led to the 2024 award, this current effort to arbitrate the dispute with Mr. Bain is unrelated to the 2024 award.

18. Strulovitch raised the same contrived argument before this Court when he claimed that Robert Bleier and Moshe Bain did not have standing to challenge the 2024 award because they were not parties to that proceeding. NYSCEF No. 69 at 13-16; NYSCEF No. 82 at 3-5. The Court did not buy this argument then, and it should not now. NYSCEF Nos. 96 & 97 at 9-11. This action and the 2024 award are about whether and how much membership interest Bane, Strulovitch, Robert Bleier and Jonathan Bleier hold in the Nursing Home entities. As this Court has already explained, a resolution of this issue between two of these parties necessarily impacts

each party in this litigation. *Id.* This is the law of the case, and there is no reason to revisit the matter. *See Wolf Properties Associates, L.P. v. Castle Restoration, LLC*, 174 A.D.3d 838, 842 (2019) (The law of the case doctrine seeks to prevent litigation of issues of law that have already been determined at an earlier stage of the proceeding (citations and quotation marks omitted)) and *Matter of Child A.*, 228 A.D.3d 858, 860 (2024) (“The doctrine of the law of the case operates to foreclose re-examination of the issue absent a showing of subsequent evidence or change of law.” (citations omitted)).

D. This Court has power to preserve its jurisdiction over the matters before it.

19. New York courts have authority pursuant to CPLR article 63 to issue injunctive relief to preserve its jurisdiction, restrain actions that would render its judgement ineffectual, or render its proceedings meaningless. *See Lasertron, Inc. v. Empire State Development Corporation*, 70 Misc.3d 1085, 1092 (Sup. Ct. Erie Cnty., Jan. 4, 2021 [Emilio Colaiacovo, J.]) (an injunction serves as "a provisional remedy to maintain the status quo and prevent the dissipation of property that could render a judgment ineffectual.")

20. The courts also possess inherent power for self-preservation and the administration of justice in matters before them. *People v. Green*, 170 Misc. 2d 519, 523 (Sup. Ct. Bronx Cnty., Nov. 1, 1996 [Dominic R. Massaro, J.]) (courts have inherent authority to control the disposition of business before them and “take those reasonable and necessary steps deemed appropriate to enable it to perform efficiently the judicial function for which it has been constituted, that it protects its dignity and integrity, including, to be certain, giving force and effect to its lawful actions.”)

21. Accordingly, pursuant to both its statutory and inherent authority, this Court has the power to issue the requested injunctive relief in order to preserve its jurisdiction over the issues

before it in this case.

WHEREFORE, Robert Bleier respectfully requests that the Court restrain Mr. Strulovitch from furthering any action concerning the ownership interests in Westchester Gardens Realty and Parkview Operating Co. before any other tribunal, court, or arbitral panel, whether civil or religious, and further requests that this Court hold Mr. Strulovitch in contempt and issue appropriate sanctions, including attorney costs and fees expended by Robert Bleier in connection with this motion.

ABRAMS FENSTERMAN, LLP
Attorneys for Nominal Defendant Robert Bleier



By: _____
Robert Spolzino
81 Main Street, Suite 400
White Plains, NY 10601
(914) 607-7010

Dated: White Plains, New York
March 27, 2026

CERTIFICATION PURSUANT TO COMMERCIAL DIVISION RULE 17

I, Mary E. Desmond., an attorney at law licensed to practice in the State of New York, certify that this document contains 2179 words, exclusive of the caption page, table of contents and table of authorities and signature block, as counted by the word count of the word-processing system used to prepare this document.

/s/ Mary E. Desmond

Dated: White Plains, New York
March 27, 2026

EXHIBIT R

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
In the Matter of the Application of
MOSHE BAIN,

Petitioner-Plaintiff,

Index No. 75548/2024
Hon. Linda S. Jamieson, J.S.C.

-against-

SAMUEL STRULOVITCH, on his own behalf
and on behalf of MS ACQUISITION I, LLC and 10
CLAREMONT AVENUE, LLC,

Respondents-Defendants,

~~(PROPOSED)~~
ORDER TO SHOW CAUSE

-and-

PARKVIEW OPERATING CO., LLC, WESTCHESTER
GARDENS REALTY LLC, JONATHAN BLEIER, and
ROBERT BLEIER,

Nominal Defendants.

-----X
TO THE ABOVE-NAMED RESPONDENT-DEFENDANT:

Upon the annexed Affirmation of David H. Chen, Esq., the accompanying Memorandum of Law, and all prior filings and proceedings held before this Court, it is hereby

ORDERED that Respondent-Defendant SAMUEL STRULOVITCH show cause before the Commercial Division, Supreme Court of the State of New York, County of Westchester, held at the Westchester County Courthouse located at 111 Dr. Martin Luther King, Jr. Blvd., White Plains, NY 10601, at o'clock a.m./p.m. on the 27th day of March, 2026 or as soon thereafter as counsel may be heard, as to why an Order should not be issued:

- (a) enjoining Mr. Strulovitch from furthering any action involving Plaintiff and his ownership interests in Westchester Gardens Realty and Parkview Operating Co. before any other tribunal, court, or arbitral panel, whether civil or religious; and
- (b) sanctioning Mr. Strulovitch for violating the prior directives of this Court.

It is further **ORDERED** that service of this ~~Order~~ and the supporting papers upon Bronstein, Gewirtz & Grossman, LLC, Mr. Strulovitch's counsel of record in the above-captioned action, via NYSCEF, on or before the service complete day of March, 2026 shall be deemed good and sufficient service.

It is further **ORDERED** that opposition papers, if any, shall be served via NYSCEF at least three days prior to the return date hereof; and any reply papers shall be served via NYSCEF on or before the return date.

Dated: March 24, 2026

ENTER:

Linda S. Jamieson
Hon. Linda S. Jamieson, J.S.C.

The Court temporarily
enjoins any proceedings
in any other fora,
including any beisdin.

No appearances

EXHIBIT S

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER-----X
In the Matter of the Application of MOSHE BAIN,*Petitioner-Plaintiff,***Index No.: 75548/2024**
Hon. Linda S. Jamieson, J.S.C.

-against-

SAMUEL STRULOVITCH, MS ACQUISITION I,
LLC, and 10 CLAREMONT AVENUE, LLC,*Respondents-Defendants,*

-and-

NOTICE OF CROSS-APPEALPARKVIEW OPERATING CO., LLC,
WESTCHESTER GARDENS REALTY, LLC,
JONATHAN BLEIER, and ROBERT BLEIER,*Nominal Defendants.*
-----X

PLEASE TAKE NOTICE that, in accordance with Section 5701(a)(2) of the Civil Practice Law and Rules, Petitioner-Plaintiff Moshe Bain hereby cross-appeals to the Appellate Division of the Supreme Court of the State of New York, Second Judicial Department, from so much of the Decision and Order of the Supreme Court of the State of New York, County of Westchester, Commercial Division (Jamieson, J.), dated April 24, 2026 and filed with the Westchester County Clerk on April 29, 2026 (NYSCEF Doc. No. 125), which denied Bain's motion to sanction Respondent-Defendant Samuel Strulovitch for violating the Court's prior rulings.

Dated: White Plains, New York
May 5, 2026BLEAKLEY PLATT & SCHMIDT, LLP
1 North Lexington Avenue
White Plains, NY 10601
(914) 949-2700
*Counsel for Moshe Bain*by: /s/ David H. Chen
David H. Chen, Esq.

To: All counsel of record (via NYSCEF)

Supreme Court of the State of New York
Appellate Division : Second Judicial Department

Form A - Request for Appellate Division Intervention - Civil

See § 670.3 of the rules of this court for directions on the use of this form (22 NYCRR 670.3).

Case Title: Set forth the title of the case as it appears on the summons, notice of petition or order to show cause by which the matter was or is to be commenced, or as amended.

For Court of Original Instance

In the Matter of the Application of MOSHE BAIN,
Petitioner-Plaintiff,

-against-

SAMUEL STRULOVITCH, MS ACQUISITION I, LLC and 10
 CLAREMONT AVENUE, LLC,

Respondents-Defendants,

-and-

PARKVIEW OPERATING CO., LLC, WESTCHESTER GARDENS
 REALTY LLC, JONATHAN BLEIER, and ROBERT BLEIER,

Nominal Defendants.

Date Notice of Appeal Filed

For Appellate Division

Case Type	Filing Type	CPLR article 78 Proceeding	Transferred Proceeding
☒ Civil Action ☒ CPLR article 75 Arbitration	☒ Appeal ☐ Original Proceeding	☐ Special Proceeding Other ☐ Habeas Corpus Proceeding	☐ CPLR 5704 Review
Nature of Suit: Check up to five of the following categories which best reflect the nature of the case.			
A. Administrative Review ☐ 1 Freedom of Information Law ☐ 2 Human Rights ☐ 3 Licenses ☐ 4 Public Employment ☐ 5 Social Services ☐ 6 Other	D. Domestic Relations ☐ 1 Adoption ☐ 2 Attorney's Fees ☐ 3 Children - Support ☐ 4 Children - Custody/Visitation ☐ 5 Children - Terminate Parental Rights ☐ 6 Children - Abuse/Neglect ☐ 7 Children - JD/PINS ☐ 8 Equitable Distribution ☐ 9 Exclusive Occupancy of Residence ☐ 10 Expert's Fees ☐ 11 Maintenance/Alimony ☐ 12 Marital Status ☐ 13 Paternity ☐ 14 Spousal Support ☐ 15 Other	F. Prisoners ☐ 1 Discipline ☐ 2 Jail Time Calculation ☐ 3 Parole ☐ 4 Other G. Real Property ☐ 1 Condemnation ☐ 2 Determine Title ☐ 3 Easements ☐ 4 Environmental ☐ 5 Liens ☐ 6 Mortgages ☐ 7 Partition ☐ 8 Rent ☐ 9 Taxation ☐ 10 Zoning ☐ 11 Other	I. Torts ☐ 1 Assault, Battery, False Imprisonment ☐ 2 Conversion ☐ 3 Defamation ☐ 4 Fraud ☐ 5 Intentional Infliction of Emotional Distress ☐ 6 Interference with Contract ☐ 7 Malicious Prosecution/Abuse of Process ☐ 8 Malpractice ☐ 9 Negligence ☐ 10 Nuisance ☐ 11 Products Liability ☐ 12 Strict Liability ☐ 13 Trespass and/or Waste ☐ 14 Other
B. Business & Other Relationships ☐ 1 Partnership/Joint Venture ☒ 2 Business ☐ 3 Religious ☐ 4 Not-for-Profit ☐ 5 Other	E. Miscellaneous ☐ 1 Constructive Trust ☐ 2 Debtor & Creditor ☐ 3 Declaratory Judgment ☐ 4 Election Law ☐ 5 Notice of Claim ☐ 6 Other	H. Statutory ☐ 1 City of Mount Vernon Charter §§ 120, 127-f, or 129 ☐ 2 Eminent Domain Procedure Law § 207 ☐ 3 General Municipal Law § 712 ☐ 4 Labor Law § 220 ☐ 5 Public Service Law §§ 128 or 170 ☐ 6 Other	J. Wills & Estates ☐ 1 Accounting ☐ 2 Discovery ☐ 3 Probate/Administration ☐ 4 Trusts ☐ 5 Other
C. Contracts ☐ 1 Brokerage ☐ 2 Commercial Paper ☐ 3 Construction ☐ 4 Employment ☐ 5 Insurance ☐ 6 Real Property ☐ 7 Sales ☐ 8 Secured ☐ 9 Other			

Appeal

Paper Appealed From (check one only):

- | | | | |
|---|---|---|---|
| ☐ Amended Decree | ☐ Determination | ☒ Order | ☐ Resettled Order |
| ☐ Amended Judgment | ☐ Finding | ☐ Order & Judgment | ☐ Ruling |
| ☐ Amended Order | ☐ Interlocutory Decree | ☐ Partial Decree | ☐ Other (specify): |
| ☐ Decision | ☐ Interlocutory Judgment | ☐ Resettled Decree | |
| ☐ Decree | ☐ Judgment | ☐ Resettled Judgment | |

Court: Supreme Court (Commercial Division)

County: Westchester

Dated: 4/24/2026

Entered: 4/29/2026

Judge (name in full): Linda S. Jamieson, J.S.C.

Index No.: 75548/2024

Stage: ☒ Interlocutory ☐ Final ☐ Post-FinalTrial: ☐ Yes ☒ No If Yes: ☐ Jury ☐ Non-Jury

Prior Unperfected Appeal Information

Are any unperfected appeals pending in this case? ☐ Yes ☒ No. If yes, do you intend to perfect the appeal or appeals covered by the annexed notice of appeal with the prior appeals? ☐ Yes ☐ No. Set forth the Appellate Division Cause Number(s) of any prior, pending, unperfected appeals:

Original Proceeding

Commenced by: ☐ Order to Show Cause ☐ Notice of Petition ☐ Writ of Habeas Corpus

Date Filed:

Statute authorizing commencement of proceeding in the Appellate Division:

Proceeding Transferred Pursuant to CPLR 7804(g)

Court:

County:

Judge (name in full):

Order of Transfer Date:

CPLR 5704 Review of Ex Parte Order

Court:

County:

Judge (name in full):

Dated:

Description of Appeal, Proceeding or Application and Statement of Issues

Description: If an appeal, briefly describe the paper appealed from. If the appeal is from an order, specify the relief requested and whether the motion was granted or denied. If an original proceeding commenced in this court or transferred pursuant to CPLR 7804(g), briefly describe the object of the proceeding. If an application under CPLR 5704, briefly describe the nature of the ex parte order to be reviewed.

This is a cross-appeal from so much of the lower court's Apr. 24, 2026 Decision & Order that denied the underlying motion for sanctions against Respondent-Defendant Samuel Strulovitch.

Amount: If an appeal is from a money judgment, specify the amount awarded.

Issues: Specify the issues proposed to be raised on the appeal, proceeding, or application for CPLR 5704 review.

Did the lower court err in holding that there was no evidence Strulovitch or his agents violated the court's prior rulings?

Issues Continued:

Use Form B for Additional Appeal Information

Party Information

Instructions: Fill in the name of each party to the action or proceeding, one name per line. If this form is to be filed for an appeal, indicate the status of the party in the court of original instance and his, her, or its status in this court, if any. If this form is to be filed for a proceeding commenced in this court, fill in only the party's name and his, her, or its status in this court.

Examples of a party's original status include: plaintiff, defendant, petitioner, respondent, claimant, defendant third-party plaintiff, third-party defendant, and intervenor. Examples of a party's Appellate Division status include: appellant, respondent, appellant-respondent, respondent-appellant, petitioner, and intervenor.

No.	Party Name	Original Status	Appellate Division Status
1	Moshe Bain	Petitioner-Plaintiff	Cross-Appellant
2	Samuel Strulovitch	Respondent-Defendant	Appellant
3	MS Acquisition I, LLC	Respondent-Defendant	Appellant
4	10 Claremont Avenue, LLC	Respondent-Defendant	Appellant
5	Parkview Operating Co., LLC	Nominal Defendant	Nominal Respondent
6	Westchester Gardens Realty LLC	Nominal Defendant	Nominal Respondent
7	Jonathan Bleier	Nominal Defendant	Nominal Respondent
8	Robert Bleier	Nominal Defendant	Nominal Respondent
9			
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Attorney Information

Instructions: Fill in the names of the attorneys or firms of attorneys for the respective parties. If this form is to be filed with the notice of petition or order to show cause by which a special proceeding is to be commenced in the Appellate Division, only the name of the attorney for the petitioner need be

provided.

In the event that a litigant represents herself or himself, the box marked "Pro Se" must be checked and the appropriate information for that litigant must be supplied in the spaces provided.

Attorney/Firm Name: Bleakley Platt & Schmidt, LLP

Address: 1 North Lexington Ave

City: White Plains State: NY Zip: 10601 Telephone No.: (914) 949-2700

Attorney Type: ☒ Retained ☐ Assigned ☐ Government ☐ Pro Se ☐ Pro Hac Vice

Party or Parties Represented (set forth party number[s] from table above or from Form C): 1

Attorney/Firm Name: Bronstein, Gewirtz & Grossman, LLC

Address: 60 East 42nd Street, Suite 4600

City: New York State: NY Zip: 10165 Telephone No.: (212) 697-6484

Attorney Type: ☒ Retained ☐ Assigned ☐ Government ☐ Pro Se ☐ Pro Hac Vice

Party or Parties Represented (set forth party number[s] from table above or from Form C): 2, 3, 4

Attorney/Firm Name: DelBello Donnella Weingarten Wise & Wiederkehr, LLP

Address: 360 Hamilton Avenue

City: White Plains State: NY Zip: 10601 Telephone No.: (914) 681-0200

Attorney Type: ☒ Retained ☐ Assigned ☐ Government ☐ Pro Se ☐ Pro Hac Vice

Party or Parties Represented (set forth party number[s] from table above or from Form C): 5, 6

Attorney/Firm Name: Morrison Cohen, LLP

Address: 909 Third Avenue

City: New York State: NY Zip: 10022 Telephone No.: (212) 735-8600

Attorney Type: ☒ Retained ☐ Assigned ☐ Government ☐ Pro Se ☐ Pro Hac Vice

Party or Parties Represented (set forth party number[s] from table above or from Form C): 7

Attorney/Firm Name: Abrams Fensterman, LLP

Address: 81 Main Street, Suite 400

City: White Plains State: NY Zip: 10601 Telephone No.: (914) 607-7010

Attorney Type: ☒ Retained ☐ Assigned ☐ Government ☐ Pro Se ☐ Pro Hac Vice

Party or Parties Represented (set forth party number[s] from table above or from Form C): 8

Attorney/Firm Name:

Address:

City: State: Zip: Telephone No.:

Attorney Type: ☐ Retained ☐ Assigned ☐ Government ☐ Pro Se ☐ Pro Hac Vice

Party or Parties Represented (set forth party number[s] from table above or from Form C):

Use Form C for Additional Party and/or Attorney Information

The use of this form is explained in § 670.3 of the rules of the Appellate Division, Second Department (22 NYCRR 670.3). If this form is to be filed for an appeal, place the required papers in the following order: (1) the Request for Appellate Division Intervention [Form A, this document], (2) any required Additional Appeal Information Forms [Form B], (3) any required Additional Party and Attorney Information Forms [Form C], (4) the notice of appeal or order granting leave to appeal, (5) a copy of the paper or papers from which the appeal or appeals covered in the notice of appeal or order granting leave to appeal is or are taken, and (6) a copy of the decision or decisions of the court of original instance, if any.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
In the Matter of the Application of MOSHE BAIN,

Petitioner-Plaintiff,

- against -

SAMUEL STRULOVITCH, MS ACQUISITION I,
LLC, and 10 CLAREMONT AVENUE, LLC,

Respondents-Defendants,

- and -

PARKVIEW OPERATING CO., LLC,
WESTCHESTER GARDENS REALTY LLC,
JONATHAN BLEIER, and ROBERT BLEIER,

Nominal Defendants.

Index No. 75548/2024

Hon. Linda S. Jamieson, J.S.C.

NOTICE OF ENTRY

-----X

PLEASE TAKE NOTICE that the annexed Decision and Order of the Supreme Court of the State of New York, County of Westchester, Commercial Division (Jamieson, J.S.C.), dated April 24, 2026, and entered and filed with the Westchester County Clerk on April 29, 2026 (NYSCEF Doc. No. 125), was duly entered in the office of the Clerk of the County of Westchester on April 29, 2026.

PLEASE TAKE FURTHER NOTICE that, pursuant to CPLR 5513(a), the time within which to take an appeal as of right from said Decision and Order commenced upon service of this Notice of Entry.

Dated: New York, New York
May 4, 2026

BRONSTEIN, GEWIRTZ & GROSSMAN, LLC

By: s/Yitzchak Eliezer Soloveichik
Yitzchak Eliezer Soloveichik
60 East 42nd Street, Suite 4600
New York, New York 10165
(212) 697-6484
Attorneys for Respondents-Defendants
Samuel Strulovitch, MS Acquisition I, LLC,
and 10 Claremont Avenue, LLC

To:

BLEAKLEY PLATT & SCHMIDT, LLP
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White Plains, New York 10601

DELBELLO DONNELLAN WEINGARTEN
WISE & WIEDERKEHR, LLP
Attorneys for Nominal Defendants Parkview Operating Co., LLC
and Westchester Gardens Realty LLC
360 Hamilton Avenue
White Plains, New York 10601

ABRAMS FENSTERMAN, LLP
Attorneys for Nominal Defendant Robert Bleier
81 Main Street, Suite 400
White Plains, New York 10601

MORRISON COHEN, LLP
Attorneys for Nominal Defendant Jonathan Bleier
909 Third Avenue
New York, New York 10022

To commence the statutory time period for appeals as of right (CPLR § 5513 [a]), you are advised to serve a copy of this order, with notice of entry, upon all parties.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

PRESENT: HON. LINDA S. JAMIESON

-----X

In the Matter of the Application of MOSHE
BAIN,

Index No.75548/2024

Petitioner-Plaintiff,

DECISION AND ORDER

-against-

SAMUEL STRULOVITCH, MS ACQUISITION I, LLC,
and 10 CLAREMONT AVENUE, LLC,

Respondents-Defendants,

- and -

PARKVIEW OPERATING CO., LLC, WESTCHESTER
GARDENS REALTY LLC, JONATHAN BLEIER, and
ROBERT BLEIER,

Nominal Defendants.

-----X

The following papers numbered 1 to 8 were read on this
motion:

<u>Paper</u>	<u>Number</u>
Order to Show Cause and Affirmation	1
Memorandum of Law	2
Notice of Joinder	3
Affirmation and Exhibits	4
Affirmations in Opposition	5
Memorandum of Law in Opposition	6
Memorandum of Law in Reply	7

Affirmation in Support

8

Petitioner/Plaintiff, joined by nominal defendants Parkview Operating Co., LLC and Westchester Gardens Realty LLC, as well as nominal defendant Robert Bleier, brings his motion seeking (1) to enjoin respondent-defendant Strulovitch from "furthering any action involving plaintiff and his ownership interests in Westchester Gardens Realty and Parkview Operating Co. before any other tribunal, court, or arbitral panel, whether civil or religious;" and (2) to sanction Strulovitch for violating the prior directives of this Court.

In 2022, Strulovitch commenced an arbitration before a rabbinical arbitral panel in Rockland County against nominal defendant Jonathan Bleier. They were the only participants. In this action, Bain asserts that Strulovitch's commencement of the Rockland rabbinical arbitration "was ultra vires, and therefore, void" and that he was a necessary party to that arbitration "because the Award dramatically impacts his interests in Parkview and Westchester Gardens."

In October 2024, Bain filed his own arbitration before a different rabbinical court in Brooklyn, seeking a rehearing and vacatur of the Rockland award (the "Brooklyn arbitration"). In the Brooklyn arbitration, the rabbinical court issued an injunctive order temporarily restraining Strulovitch from taking

any action to enforce the Rockland award pending a decision in the Brooklyn arbitration.

In December 2024, the Court issued a preliminary injunction which enjoined respondents-defendants from taking any action to confirm or enforce the challenged rabbinical court arbitral award, dated April 17, 2024. Thereafter, in June 2025, this Court denied Strulovitch's motions to dismiss this action, finding that "[i]t is clear from the papers submitted to the Court that there are indeed substantial controversies between the parties about multiple issues, ranging from the propriety of the Rockland arbitration and the exclusion of Bain and RB from that arbitration; to the meaning and consequences of the award in that arbitration; to whether Strulovitch agreed to the Brooklyn arbitration by selecting a rabbi to represent him, among other controversies."

Now, it appears that despite that preliminary injunction, Strulovitch has commenced another arbitration before another rabbinical court in Brooklyn. Strulovitch takes the position that the stay issued by the Court was narrow, and that his new proceeding is not covered by the Court's previous injunction. The Court disagrees. The subject of that proceeding, stated in the summons¹ issued by that panel, is "Dispute is Regarding:

¹ The Hebrew word is "hazmana."

court case Index No. [7]5548/2024." (The typo in the Index Number is in the translation, but it is correct in the Hebrew original.) Bain and Strulovitch are named as the only parties. The new arbitration is thus not as narrow as Strulovitch asserts, as it potentially covers all of the parties' disputes about the nursing home.

When Bain asked Strulovitch to withdraw the proceeding, he asserted that Bain was free to ignore the summons. According to Bain, this is simply impossible; one of the rabbis on the panel told Bain's counsel that ignoring it may result in a "seruv," a "letter of recalcitrance. He may be subject to all forms of communal sanctions and societal pressures due his flagrant violation of Jewish law." Strulovitch's representative reiterated the seriousness of ignoring the summons, stating to Bain that "This is serious and the lawyer cannot protect you from your hashem and your religious obligations. If you get a siruv [sic] everyone will know that you do not listen to Beis din."

When the parties appeared in Court on the Order to Show Cause, the Court took oral argument on the Record. Strulovitch argued that the Court had no jurisdiction over the arbitration because it is a religious matter. Naturally, the other parties disagreed. At the conclusion of the appearance, the Court

granted the stay, and allowed time for the parties to submit papers on the motion.

Strulovitch asserts in opposition to this motion that "Petitioner's proposed preliminary injunction would violate Strulovitch's Free Exercise rights in two ways. As a threshold matter, the United States Supreme Court long ago explained that 'civil courts exercise no jurisdiction' over matters involving 'theological controversy, church discipline, ecclesiastical government, or the conformity of the members of the church to the standard of morals required of them.'" He further contends that "A beis din proceeding - that is, a proceeding of a Jewish religious panel - is religious in nature. Its purpose is to decide matters of Jewish religious law. A hazmana, too, is religious in nature. It has no legal power, and the beis din does not have the power of a secular court. An effect of a hazmana is religious rather than legal in nature. Petitioner concedes as much. . . . In other words, Petitioner seeks this Court's intervention in a religious matter, in which a religious panel would decide matters of religious law. This proposed relief - judicial interference in matters of religious law, faith, and doctrine - is precisely what the First Amendment proscribes."

The Court agrees with Strulovitch about the limits of its power over religious matters. "The First Amendment forbids

civil courts from interfering in or determining religious disputes, because there is substantial danger that the state will become entangled in essentially religious controversies or intervene on behalf of groups espousing particular doctrines or beliefs." *New Hope Christian Church, Inc. v. Parks*, 236 A.D.3d 669, 670, 228 N.Y.S.3d 489, 490 (2d Dept. 2025).

The matters that Strulovitch has raised with the Beis Din, however, are not religious, as clearly stated in the summons (hazmana). As noted, the hazmana itself says that "Dispute is Regarding: court case Index No. [7]5548/2024." Strulovitch's rabbinical representative confirmed that the purpose of the arbitration is secular, as the purpose is to confirm the arbitration award and demonstrate that Bain has no right of first refusal ("we are calling him to beis din to stop interfering in our confirmation. (and to prove that he has no right of first refusal" [sic])).

As the Second Department has explained, "civil disputes involving religious parties or institutions may be adjudicated without offending the First Amendment as long as neutral principles of law are the basis for their resolution. The neutral principles of law approach requires the court to apply objective, well-established principles of secular law to the issues." *Chestnut v. United Methodist Church*, 230 A.D.3d 182, 197, 215 N.Y.S.3d 376, 387 (2d Dept. 2024). In this matter, the

Court will only need to apply neutral principles of secular law to the issues raised herein. There is, thus, no First Amendment reason to deny the motion.

With respect to Bain's contention that Strulovitch violated the stay imposed by the Court because the arbitral panel issued a seruv to Bain, the Court sees the letter written by his counsel. In that letter, counsel states, in relevant part, that Strulovitch's representative notified the Beis Din of the stay, and stated that "Until further notice we are restrained from taking any further action as we do not want to be in violation of the TRO." He later stated that "I want to make it clear that the court's TRO has temporarily enjoined proceedings relating to the Westchester County action, 'including any beis din.' Accordingly, as stated previously, in accordance with the TRO, we are not taking any further action with this Beis Din until further notice, including seeking any seruv." In response, the Beis Din replied that "'We want to make it very clear that neither Strulowitz nor his agents requested the seruv after the TRO was issued. The BD issued it of its own volition as a response to the chutzpah of enjoining a litigant from pursuing his Halachic rights to a Din Torah.'"

Given this letter, to which there was no response, the Court denies the request to sanction Strulovitch. There is no evidence that Strulovitch or any of his representatives, secular

or religious, have violated the Court's rulings. The parties may agree to go to a beis din (this present one, or any other), if they wish. However, unless and until this Court rules otherwise, without such an agreement, these disputes among the parties shall remain in front of this Court, and this Court only.

To rectify the potential damage to Bain's reputation in the religious community resulting from the issuance of the serv by the Beis Din, Strulovitch must take all steps necessary to have the Beis Din withdraw it, including withdrawing the entire proceeding.

The foregoing constitutes the decision and order of the Court.²

Dated: White Plains, New York
April 24, 2026



HON. LINDA S. JAMIESON
Justice of the Supreme Court

²All other arguments raised, and all materials submitted by the parties in connection therewith, have been considered by this Court, notwithstanding the specific absence of reference thereto.

To: Bleakley Platt et al.
Attorneys for Moshe Bain
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Abrams Fensterman, LLP
Attorneys for Robert Bleier
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Bronstein, Gewirtz et al.
Attorneys for Samuel Strulovitch, MS Acquisition I, LLC and
10 Claremont Avenue, LLC
60 East 42nd Street, Suite 4600
New York, New York 10165

EXHIBIT 3

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER: CIVIL TERM

- - - - - X

MOSHE BAIN,

Plaintiff,

-versus-

Index No. 75548/2024

SAMUEL STRULOVITCH, ET AL.,

Defendants.

- - - - - X

April 29, 2026
Westchester County Courthouse
111 Dr. M.L.K., Jr. Boulevard
White Plains, New York 10601

BEFORE: HONORABLE LINDA JAMIESON, J.S.C.

A P P E A R A N C E S:

BLEAKLEY PLATT & SCHMIDT, LLP
For Plaintiffs
1 North Lexington Avenue, 4th Floor
White Plains, New York 10601
BY: DAVID CHEN, ESQ.

DELBELLO DONNELLAN WEINGARTEN WISE & WIEDERKEHR
For Defendants Strulovitch AND Westchester Gardens
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BY: ALFRED E. DONNELLAN, ESQ.

BRONSTEIN, GEWIRTZ & GROSSMAN, LLC
For the Defendants
60 East 42nd Street, 46th Floor
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BY: YITZCHAK SOLOVEICHNIK

Jennifer Gruseke, RPR, Senior Court Reporter

1 (Appearances continued from following page.)

2 MORRISON COHEN LLP
3 For Defendant JONATHAN BLEIER
4 909 3rd Avenue, 27th Floor
New York, New York 10022
BY: AARON LAUCHHEIMER, ESQ.

5 ABRAMS FENSTERMAN, LLP
6 For Defendant Robert Bleier
7 81 Main Street, Suite 400
White Plains, New York 10601
BY: MARY DESMOND, ESQ.

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1 THE CLERK: Number 1 on the calendar, Moshe Bain
2 versus Samuel Strulovitch, Index No. 75548 of 2024.

3 Appearances, please.

4 MR. CHEN: David Chen, Bleakley, Platt & Schmidt
5 for Moshe Bain.

6 MR. SOLOVEICHNIK: Yitzchak Soloveichik for the
7 Defendants.

8 MR. DONNELLAN: Alfred Donnellan, Alfred
9 Donnellan, DelBello, Donnellan, Weingarten, Wise &
10 Wiederkehr, attorneys for the Defendants and Westchester
11 Gardens Realty.

12 MS. DESMOND: Mary Desmond from Abrams
13 Fensterman, LLP, for nominal Defendant Robert Bleier.

14 MR. LAUCHHEIMER: Good morning. Aaron
15 Lauchheimer, Morrison Cohen, on behalf of the nominal
16 Defendant Jonathan Bleier.

17 THE COURT: Okay. Sorry that you just received
18 my decision. I thought it was uploaded Friday, but I
19 guess not. Okay. So you can all be seated. Tell me
20 where you are.

21 MR. CHEN: Thank you, Your Honor. The parties
22 completed party depositions as of last week. We're not
23 quite done with discovery as there were a couple of
24 subpoenaed depositions issued. But once we get those
25 done, I believe we'll be largely complete on discovery.

1 MR. SOLOVEICHNIK: If I can talk to that.

2 THE COURT: Put the mic in front of you, please.

3 MR. SOLOVEICHNIK: The subpoenas were served by
4 Jonathan Bleier's Counsel last week after the end of
5 court-ordered discovery and well past time for
6 depositions or document discovery. As for documents and
7 depositions from Mr. Strulovitch's son and from his
8 accountant, other -- I thought we were all ready to
9 proceed. I'm not sure why this is necessary.

10 Particularly with regard to the accountant,
11 we've produced documents from the accountant. The
12 financial documents that Respondent Defendant previously
13 produced, many of them were from the accountant. The
14 other parties were aware that Mr. Strulovitch's son had
15 some knowledge that might be relevant to the cause that
16 was listed about a year ago in responses to
17 interrogatories. So I'm not sure why anything needs to
18 be delayed further.

19 MR. LAUCHHEIMER: I'm happy to speak to that,
20 Your Honor.

21 THE COURT: Thank you.

22 MR. LAUCHHEIMER: With respect to the subpoenas,
23 there were two subpoenas that were served. They were
24 served on April 17th in part because we had served a
25 request for follow-up documentation after Mr.

1 Strulovitch's deposition because we had not received --
2 because we didn't receive it. We went a different route
3 to try to get the information. The return dates for both
4 subpoenas is before the note of issue date.

5 THE COURT: I know that.

6 MR. LAUCHHEIMER: So that was the reason they
7 were served. If we can get documentation from
8 Mr. Strulovitch, that may obviate the need for the
9 subpoenas, but there were issues raised and not gotten
10 responses on.

11 MR. SOLOVEICHNIK: May I respond?

12 THE COURT: Please do.

13 MR. SOLOVEICHNIK: There was an email from
14 counsel asking about certain documents. I said I would
15 look into it. I made a request for documents. I had not
16 heard from them. I did in fact check with the same
17 accountants who were subpoenaed from those documents.
18 They did not have the requested documents which I would
19 have been happy to tell them.

20 THE COURT: That's your answer, that you don't
21 have any documents?

22 MR. SOLOVEICHNIK: We aren't necessarily going to
23 agree to produce them. They asked for personal financial
24 statements that didn't have anything -- that don't list
25 any right to the nursing home, and I guess the idea would

1 be it would be relevant because it would show that he
2 didn't have any list on his personal financial
3 statements. I asked the accountants if they had any such
4 documents and they do not, if that's all this is about.

5 THE COURT: Is that all it's about?

6 MR. LAUCHHEIMER: In part, Your Honor. Though
7 Mr. Strulovitch did testify that he has personal
8 financial statements. So I'm not sure where there -- it
9 could be just he thought he did and maybe he doesn't.
10 Given he did testify that he's gotten loans for other
11 properties, typically when you get a loan from the bank,
12 you need a personal financial statement. They don't
13 exist anywhere. It seems a little strange. I'm not
14 saying it's impossible. But, you know, with respect to
15 those documents, the other ones where there are certain
16 corporate documents related to 10 Clermont and MS
17 Acquisition which we had also requested and not received.
18 If they don't exist, then they don't exist.

19 THE COURT: And you're asking this of the
20 accountant?

21 MR. LAUCHHEIMER: The accountant and the son.

22 THE COURT: If they don't exist, then we need
23 affidavits saying they don't exist.

24 MR. SOLOVEICHNIK: Sure. We're happy to produce
25 that. I had asked for any additional documents relating

1 to those requests. We produced what we had. The Court
2 had ordered specifically an affidavit with regard to the
3 two categories specifically. We're happy to give an
4 affidavit with regard to any --

5 THE COURT: They'll produce an affidavit that
6 says those requested documents do not exist and that they
7 never prepared them. It should go as far as that. It
8 should continue and if there's any other accountant that
9 was representing him. Did you ask that question?

10 MR. LAUCHHEIMER: Yes. We --

11 MR. SOLOVEICHNIK: So I will check. And this --
12 I'm happy to discuss. I checked with the accountant who
13 is most likely to have I believe what Mr. Strulovitch
14 testified in connection with certain loans. There were
15 certain financial documents. I believe he testified he
16 didn't have them on him. I was going to follow up with
17 my client. I had e-mailed him at one point. I hadn't
18 heard back. I checked with the accountant who said he
19 did not have them. I will follow up.

20 THE COURT: He may not have them. But did he
21 ever produce them? You're saying these financial
22 documents would have had to have been produced for his
23 loans, right?

24 MR. SOLOVEICHNIK: The idea now -- these
25 financial statements do not say anything about the

1 nursing home. Now, what they are suggesting, it may be
2 relevant because they do not say anything about the
3 nursing home. So what we're saying, I will look into
4 whether or not we previously produced anything that had
5 to do with the nursing home. There were tax returns
6 where there were payments made. So it showed the
7 treatment of those payments.

8 What I'm going to look for now, if there were
9 any personal financial statements referenced in the
10 deposition which might fulfill what they're asking for in
11 terms of it lists his assets and doesn't say anything
12 about the interest in the nursing home. I'm happy to
13 follow up with my client to see if there's any other
14 source that may have them.

15 THE COURT: When are you going to do that?

16 MR. SOLOVEICHNIK: Within a week.

17 THE COURT: And you'll produce an affidavit that
18 states --

19 MR. SOLOVEICHNIK: If there's nothing in his
20 possession.

21 MR. LAUCHHEIMER: Thank you, Your Honor.

22 THE COURT: Hopefully that will suffice. If it
23 doesn't, I'll see you again I'm sure.

24 What else?

25 MR. CHEN: I'm in receipt of the order. I

1 wanted to confirm with Mr. Strulovitch per the order
2 you'll be --

3 THE COURT: My order?

4 MR. SOLOVEICHNIK: Just in case it's an issue. I
5 haven't spoken to my client about the decision obviously.
6 If he decides to pursue an appeal, sometimes The Court
7 likes to know if the lower court has agreed or refused to
8 stay the order.

9 THE COURT: I'm not staying it.

10 MR. SOLOVEICHNIK: I assumed. I just wanted that
11 on the record.

12 THE COURT: Thank you so much. When are you --
13 remaining discovery, when is it going to be concluded?

14 MR. SOLOVEICHNIK: That's it.

15 THE COURT: That's it, right. So are you ready
16 for a trial readiness order, yes, no?

17 MR. SOLOVEICHNIK: I think so.

18 THE COURT: Talk to me. Are there going to be
19 motions?

20 MR. CHEN: Yes, Your Honor.

21 THE COURT: Yes, exactly. So I'm going to issue
22 a trial readiness order. I would ask you to go outside
23 and work out a schedule for your motions that fits with
24 your schedule, albeit it can't be next year. Okay. So
25 just go out and work out a schedule, and this way we'll

1 proceed and I'll put it on the record and we'll all be on
2 the same page.

3 (A recess was taken.)

4 THE COURT: Go ahead with motion dates. This is
5 a recall on number 1.

6 MR. SOLOVEICHNIK: The parties are okay with July
7 17th for summary judgment motions.

8 THE COURT: What does that mean? What does that
9 mean? You're both going to make them at the same time?

10 MR. SOLOVEICHNIK: Yes.

11 MR. LAUCHHEIMER: Yes.

12 THE COURT: Is that the filing date or the
13 return date?

14 MR. SOLOVEICHNIK: Filing date.

15 MR. LAUCHHEIMER: Filing date.

16 THE COURT: That's pretty far out. Go ahead.

17 MR. SOLOVEICHNIK: Again, and then August 28th
18 for the opp and September 18th for the replies.

19 THE COURT: Okay. They'll be no moving of those
20 dates. You understand that? Because they're very far
21 out. Okay. I will see you back sometime in -- so I want
22 to see you sometime during that because I do review those
23 things and we'll have a conference.

24 Okay. What's the Jewish holidays? When are
25 they coming, falling, because you're now falling into

1 September, which makes me a little crazy?

2 MR. SOLOVEICHNIK: Right after Labor Day.

3 THE COURT: So right after Labor Day. So reply
4 is due on the 18th, right?

5 MR. LAUCHHEIMER: Correct.

6 THE COURT: So why don't I see you sometime like
7 the 23rd. Is that doable?

8 MR. SOLOVEICHNIK: I think we scheduled a reply
9 right before some people were leaving for holiday travel.

10 THE COURT: So when are you around?

11 MR. LAUCHHEIMER: We could -- hold on. Sorry.
12 Could we do that -- okay to do it that week, come in
13 before the reply is due?

14 THE COURT: Well, you could, but -- I mean, you
15 can if you want. There's nothing much in the reply. You
16 can come in. I look at the papers. That's just -- I
17 want to feel you out and see where we're going in terms
18 of settlement and whether I see it flushing out. So
19 you're going away next week. So September 30th?

20 MR. LAUCHHEIMER: I'm still away that week.

21 THE COURT: When are you leaving?

22 MR. LAUCHHEIMER: The 22nd.

23 MR. SOLOVEICHNIK: The 21st is Yom Kippur.

24 THE COURT: So the 18th, the 17th? You're going
25 to have the reply in on the 18th. So you can bring it.

1 MR. LAUCHHEIMER: If it's better for Your Honor,
2 subject to everyone else, switch up the reply.

3 MR. SOLOVEICHIK: Should we push everything back
4 one week?

5 THE COURT: Yes. This way I can have a
6 conference with you.

7 MR. LAUCHHEIMER: That works.

8 THE COURT: A conference on the 16th and then --
9 are you away?

10 MR. DONNELLAN: I'm in Disney.

11 THE COURT: Are you going with the kids? I'm
12 bringing mine. When are you back?

13 MR. DONNELLAN: Coming back on the 17th.

14 THE COURT: So we really didn't accomplish
15 anything.

16 MR. DONNELLAN: The 18th.

17 THE COURT: The 18th?

18 MR. SOLOVEICHIK: In the morning.

19 THE COURT: Friday, the 18th.

20 MR. SOLOVEICHIK: Just to clarify.

21 THE COURT: Conference.

22 MR. SOLOVEICHIK: The original motions will be
23 due the 10th?

24 THE COURT: Yes.

25 MR. SOLOVEICHIK: And then August 21st and

1 September 11th?

2 THE COURT: Uh-huh. Okay. If you have any
3 issues between now and then, I expect to hear from you.

4 MR. LAUCHHEIMER: What time on the 18th, Your
5 Honor?

6 THE COURT: 10 o'clock, Friday at 10 o'clock,
7 settlement conference. Have your client around.

8 MR. SOLOVEICHNIK: That may be difficult on a
9 Friday.

10 THE COURT: It might be, but we'll get him out
11 in time. Trust me. You want to do it Thursday? It's
12 your call.

13 MR. CHEN: Still have the Mickey Mouse ears on.

14 THE COURT: I'll be with him in the background
15 taking pictures.

16 If there's anything between now and then, I
17 expect to hear from you.

18 Thank you.

19 (Proceedings ended.)
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1 THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE
2 AND ACCURATE TRANSCRIPT OF THE ORIGINAL STENOGRAPHIC
3 RECORD.

4 
5 JENNIFER GRUSEKE, Senior Court Reporter
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EXHIBIT 4

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
In the Matter of the Application of
MOSHE BAIN,

Petitioner-Plaintiff,

-against-

Index No. 75548/2024
Hon. Linda S. Jamieson, J.S.C.

SAMUEL STRULOVITCH, MS ACQUISITION I, LLC
and 10 CLAREMONT AVENUE, LLC,

Respondents-Defendants,

-and-

PARKVIEW OPERATING CO., LLC, WESTCHESTER
GARDENS REALTY LLC, JONATHAN BLEIER, and
ROBERT BLEIER,

Nominal Defendants.
-----X

**PETITIONER-PLAINTIFF MOSHE BAIN'S
MEMORANDUM OF LAW
IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT**

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INTRODUCTION

Petitioner-Plaintiff Moshe Bain (“Bain”) respectfully submits this memorandum of law in support of his motion for summary judgment against Respondents-Defendants Samuel Strulovitch (“Strulovitch”), MS Acquisition I, LLC (“MS Acquisition”) and 10 Claremont Avenue, LLC (“10 Claremont”) (together, “Respondents”).

Bain filed this CPLR Article 75 action to vacate an award issued by a Rockland County rabbinical arbitration panel concerning ownership of a Mount Vernon nursing home. It is undisputed that Bain is a minority owner of this nursing home and that he was nevertheless excluded from the underlying arbitration.

As he admitted during his deposition, Strulovitch knew that nominal defendant Jonathan Bleier was not the Nursing Home’s only owner. Despite that knowledge, Strulovitch convened the rabbinical arbitration between himself and Bleier only, just as he recently convened another rabbinical arbitration between himself and Bain only.

It is unclear why Strulovitch refuses to arbitrate with all the necessary parties together. It is also unclear how Strulovitch can assert ownership of a New York nursing home while admittedly never disclosing that asserted ownership to the state’s regulatory authorities. What is clear, however, is that the challenged award—which is indefinite, nonfinal, utterly devoid of detail, explanation or rationale, and raises additional disputes between the parties—must be vacated.

Accordingly, and as set forth in greater detail below, the Court should grant summary judgment to Bain on his second cause of action to vacate the arbitral award, as well as on Bain’s first cause of action to permanently enjoin Strulovitch from taking any further action, whether civil or religious, to enforce the award.

Alternatively, the Court should at least grant summary judgment on Bain's third cause of action to enforce his contractual right of first refusal over the membership interests at issue pursuant to the nursing home operating agreements.

BACKGROUND

As reflected in the respective operating agreements, Bain owns a minority membership interest in Parkview Operating Co., LLC ("Parkview") and Westchester Gardens Realty LLC ("Westchester Gardens"). These are the current operating and realty entities, respectively, of the Westchester Center for Rehabilitation & Nursing in Mt. Vernon, New York, hereafter the "Nursing Home." (*See generally* NYSCEF Doc. Nos. 52, 53.) Bain served as the Nursing Home's licensed on-site administrator from 2013 until he lost vision in both eyes and now serves as its executive director. (Chen Aff. Ex. A (hereafter "Bain Tr.") 41.) Part of his job is to annually certify the nursing home's ownership structure to New York's Department of Health ("DOH"), which regulates all nursing homes in the state. (*Id.* at 60.)

Respondent MS Acquisition is the former DOH-licensed operator of the Nursing Home and Respondent 10 Claremont is the former owner of the realty on which the Nursing Home is located. Strulovitch and non-party Michael Melnick each held a 50% membership interest in those two entities.

In February 2010, Strulovitch and Melnick signed a letter of intent (*see* NYSCEF Doc. No. 54) with Parkview Partners LLC, the predecessor to Parkview, pursuant to which the Nursing Home would be sold. In April 2010, the sale was memorialized in an Asset Purchase Agreement (NYSCEF Doc. No. 55), which was amended in March 2011 (NYSCEF Doc. No. 56.) Via the APA, the sellers (including Strulovitch) represented that they had full authority to sell the Nursing Home and that the APA was binding, could not be supplemented except via a fully-signed writing,

and contained the parties' entire agreement and superseded all prior oral and written understandings. (*See id.* at §§ 9.3, 21, 24.)

On April 15, 2011, the parties signed a Loan Extension, Assumption of Loan and Consent Agreement (NYSCEF Doc. No. 57), pursuant to which the maturity date for the Nursing Home realty loan was extended and Westchester Gardens, along with Jonathan Bleier and others provided a new guaranty for the loan. (*Id.* at §§ 1(a) and 3(a)(ii).) Strulovitch and Melnick represented to the lender that they were selling the realty to Westchester Gardens and accordingly obtained a release from the lender from all liability. (*See id.* at §§ 3 and 13.) Sale of the Nursing Home's realty was documented in a bargain and sale deed. (NYSCEF Doc. No. 59.) On May 1, 2013, having obtained DOH approval (*see* NYSCEF Doc. No. 63), Parkview closed on its acquisition of the Nursing Home. None of these documents indicate that any of the sellers, including Strulovitch, retained any ownership of the Nursing Home following the sale.

Jonathan Bleier initially owned 24% of the Nursing Home and subsequently acquired additional membership interests including those of his father, Nominal Defendant Robert Bleier. Bain subsequently acquired a minority interest in the Nursing Home and later acquired the interests of his mother, Tovah Bain. DOH was informed of and approved all of these ownership changes.

It is undisputed that Parkview's and Westchester Gardens' operating agreements give members like Bain a right of first refusal over any ownership interests. (*See* NYSCEF Doc. Nos. 52, 53 at 14–15.) Specifically, pursuant to Section 6.1(a) of both operating agreements, before a transfer or disposition of membership interests can be made to a third party (other than immediate family), the other members are first entitled to a "notice ... containing the terms and conditions of [the] proposed disposition of such Membership Interest and an offer to sell such Membership Interest to the Remaining Members, on a pro rata basis, at the price and upon the terms and

conditions set forth in the Offer Notice.” (*Id.*) Bain testified that he could purchase the membership interests that are now in dispute. (Bain Tr. 89.)

Said dispute concerns Strulovitch’s assertion that he somehow retained an ownership interest in the Nursing Home despite having sold all of his interests pursuant to the APA. Strulovitch first asserted this claim more than a decade after the Nursing Home sale and only after the cessation of periodic payments from the Nursing Home to him totaling approximately \$1.2 million, including for his health insurance costs and car lease payments. (Chen Aff. Ex. B (hereafter “Strulovitch Tr.”), 31, 152.).

Strulovitch ultimately commenced rabbinical arbitration (also known as “beis” or “beth din”) against Jonathan Bleier in Rockland County. On April 17, 2024, the rabbinical arbitration panel issued the challenged award. (*See generally* NYSCEF Doc. No. 51, hereafter the “Award.”) The Award simply states that “Party A [*i.e.*, Strulovitch, on his own behalf and on behalf of MS Acquisition and 10 Claremont] has 22% in the aforementioned Nursing Home, Operation and Realty.” (*Id.* at 3.) It says nothing about the balance of the Nursing Home’s ownership and does not indicate from whom the purported “22%” should be drawn, nor does it provide an effective date. (*See id.*) The Award does not differentiate between Strulovitch’s individual and representative capacities and consequently fails to identify which entities among “Party A” should receive ownership interests or how the purported “22%” should be distributed between them. The Award does not explain how the panel arrived at its decision and there is no transcript of the underlying arbitration proceedings.

In the instant action, Bain testified without contravention that he only learned of the Rockland beis din when Jonathan Bleier told him about the Award. (Bain Tr. 26.) Bain testified that he was angry at being excluded from the beis din. (*Id.* at 27.) He further testified that he was

“very upset at Jonathan Bleier,” and that Strulovitch “knew full well I was a partner” in the Nursing Home. (*Id.*)

For his part, Jonathan Bleier testified that he thought the underlying rabbinical arbitration concerned money Strulovitch claimed was owed to him from the nursing home sale, and that because this money had all been paid, he “didn’t think it was important to tell” Bain about the arbitration. (Chen Aff. Ex. C (hereafter “Bleier Tr.”) 88.) Bleier testified that when he subsequently informed Bain, Bain “was tremendously upset” at having been excluded from the arbitration. (*Id.*) Bleier further testified that when it became apparent Strulovitch’s claim concerned ownership interests, he and his rabbinical representative repeatedly objected to Bain’s absence from the proceeding (and Strulovitch’s refusal to join him), because Bain was a necessary party to any ownership determination and Bleier lacked authority to adjudicate such issues without Bain’s participation. (Bleier Tr. 72:18-23, 84:14-22; 91:16-19, 91:22-95:5.)

On August 29, 2024, Strulovitch filed an action in Rockland County Supreme Court to confirm the Award. (*See generally Strulovitch v. Bleier et al.*, Index No. 035405/2024.) Bain was not named as a party to this action. Because the Nursing Home is in Westchester, Bain subsequently filed the instant vacatur action in Westchester Supreme Court on November 20, 2024.

On December 9, 2024, this Court stayed the Rockland County action in favor of the instant action. (NYSCEF Doc. No. 31, at 5.) Strulovitch voluntarily discontinued the Rockland County action without prejudice on February 18, 2025. On consent of all parties, Bain amended his pleading on March 5, 2025 to add MS Acquisition and 10 Claremont as respondents. Strulovitch’s counsel represents both of those entities.

On April 22, 2025, the Court granted Bain’s motion to preliminarily enjoin Strulovitch “from taking any action to confirm or enforce the Award, including, without limitation, seeking

modification, clarification, or explanation of the Award from the issuing Rabbinical Court[.]” (NYSCEF Doc. No. 83.) Strulovitch did not appeal this determination.

On June 6, 2025, the Court denied Strulovitch’s motion to dismiss this action and the cross-claims of nominal defendant Robert Bleier, noting, in relevant part, that “the interests of neither Bain nor R[obert] B[leier] were represented by anyone participating in the Rockland arbitration.” (NYSCEF Doc. No. 96, at 10.) Strulovitch did not appeal this determination, either.

Although Strulovitch subsequently answered Bain’s pleading, he did not cross-petition for confirmation of the Award under Article 75. (*See* NYSCEF Doc. No. 102.) Strulovitch stipulated to a discovery schedule (NYSCEF Doc. Nos. 104–06), pursuant to which the parties exchanged documents and conducted depositions of Bain, Jonathan Bleier, Robert Bleier, and Strulovitch.

At his deposition, Strulovitch abandoned his previous claim that he had retained an interest in the Nursing Home following the 2010 transaction. Rather, Strulovitch claimed that when he sold his interests, he did so with a right to buy back 44% ownership of the Nursing Home for one dollar, exercisable “anytime” at his sole discretion. (Strulovitch Tr. 13:13–20; 14:7–12; 30:6–12.)

Strulovitch later testified the percentage was actually 42%, that he paid “nothing” for the “buyback,” and that the buyback provision existed “before” he sold his interests, contradicting the suggestion that it was retained “after” the sale. (Strulovitch Tr. 99:5–10; 103:11–16; 27:19–23.) Strulovitch testified that he first tried to exercise this supposed buyback option “a couple of months” after he and Melnick sold all of their interests in the Nursing Home. (*Id.* at 50.) Strulovitch further testified that he tried to exercise his buyback option for years thereafter but was continuously rebuffed by Bleier. (*Id.* at 53.)

It is uncontested that the alleged buyback option is not memorialized in the APA or any other written agreement relating to the sale transaction. As the sole evidence of his alleged

buyback option, Strulovitch pointed to an April 14, 2011 email from Jonathan Bleier stating, “[t]his is to memorialize our agreement of your ownership/membership of 42 percent of Parkview (operations and reality) and sharing in its profit and loss, as well as your right of first refusal if sale to any outside party.” (NYSCEF Doc. No. 58.) Acknowledging there is no actual mention of a buyback option in that e-mail, Strulovitch testified that he and Bleier had a “verbal agreement” to that effect. (Strulovitch Tr. 132.) Strulovitch further testified that an element of the supposed arrangement—his not paying money—was verbal. (*See id.* at 140:14–21.)

Strulovitch acknowledged that he is not listed as one of the Nursing Home’s owners for purposes of its DOH license. (Strulovitch Tr. 49.) He also acknowledged that every owner of a nursing home must be registered with DOH and that he was familiar with this requirement from his 20 years’ experience in the nursing home industry. Strulovitch acknowledged that he never disclosed his allegedly retained ownership interest in the Nursing Home to DOH (*id.* 109) or to the bank that held the mortgage. (*Id.* at 120.) Strulovitch further acknowledged that he was aware Jonathan Bleier was not the only owner of the Nursing Home. (*Id.* at 36–37.)

Jonathan Bleier testified that he and Bain are currently the only two owners of the Nursing Home. (Bleier Tr. 20–21.) Regarding his April 14, 2011 email to Strulovitch, Bleier testified that “Strulovitch was extremely worried” he would not get back the capital that Strulovitch had invested in the Nursing Home. (*Id.* at 34.) Bleier testified that the purpose of his e-mail was to provide an assurance to Strulovitch that Strulovitch would receive his money “with the shares I have, that if I won’t live up to that commitment that he will get paid, I will even give away whatever I have.” (*Id.* at 35.) He further testified that Strulovitch did, in fact, receive all the payments he was owed (*id.* at 36), which obviated Strulovitch’s need for a security interest in Bleier’s shares.

In late February 2026, with discovery in this action nearing its end, Strulovitch unilaterally initiated another arbitration before a different, Brooklyn-based rabbinical panel. The subject matter of this would-be arbitration was the instant action, specifically identified by its Supreme Court index number. (NYSCEF Doc. No. 115, at 3.) Strulovitch's agent asked the rabbinical panel to issue several summonses to Bain, even though Bain had never agreed to bilateral arbitration with Strulovitch. At the urging of this agent, the panel threatened Bain with a "seruv" (a form of sanction) if he did not engage in arbitration with Strulovitch. (NYSCEF Doc. No. 117.)

Bain again moved this Court to enjoin Strulovitch, which motion the Court granted on April 24, 2026. The Court noted, in relevant part, that

[t]he matters that Strulovitch has raised with the Beis Din ... are not religious, as clearly stated in the summons (hazmana). As noted, the hazmana itself says that 'Dispute is Regarding: court case Index No. [7]5548/2024.' Strulovitch's rabbinical representative confirmed that the purpose of the arbitration is secular, as the purpose is to confirm the arbitration award and demonstrate that Bain has no right of first refusal ('we are calling him to beis din to stop interfering in our confirmation. (and to prove that he has no right of first refusal' [sic])).

(NYSCEF Doc. No. 125, at 6.) The Court held that "unless and until this Court rules otherwise, without such an agreement [to arbitrate], these disputes among the parties shall remain in front of this Court, and this Court only." (*Id.* at 8.)

The Court further directed Strulovitch to "take all steps necessary to have the Beis Din withdraw [the serv], including withdrawing the entire [beis din] proceeding." (*Id.* at 8.) Strulovitch's counsel asked the Court to stay enforcement of this directive pending an appeal by Strulovitch, which request the Court denied from the bench.

On May 7, 2026, the Second Department denied Strulovitch's emergency request for a stay of the Court's directive. Strulovitch's underlying motion for a stay of this Court's April 24, 2026

Decision and Order pending his appeal is fully briefed and awaiting determination by the Second Department. (*See generally* App. Div. Case No. 2026-04501.)

To date, Strulovitch has not withdrawn his unilateral beis din proceeding and the threat of a serviv still hangs over Bain.

LEGAL STANDARDS

“On any motion for summary judgment, the moving party bears the burden of establishing, through admissible evidence, a prima facie entitlement to judgment in its favor as a matter of law.” *HSBC Bank USA, N.A. v. St. Hillaire*, 251 N.Y.S.3d 198, 204 (2d Dep’t 2026) (citations omitted). Once such a showing has been made, the burden shifts to the non-moving party “to demonstrate the existence of a triable issue of fact as to the elements on which the [moving party] met the prima facie burden.” *Est. of Maliniak v. New York Methodist Hosp.*, 256 N.Y.S.3d 747, 750 (2d Dep’t 2026); *see also Winter v. Peresiper*, 231 N.Y.S.3d 807 (Sup. Ct. Westchester Cnty. 2025).

Triable issues of fact must be established by “competent evidence,” submitted by the non-moving party in admissible form. *See Vista Surgical Supplies, Inc. v. Travelers Ins. Co.*, 50 A.D.3d 778, 860 (2d Dep’t 2008). “General and conclusory allegations” cannot defeat summary judgment. *Est. of Maliniak*, 256 N.Y.S.3d at 750. Nor can mere speculation, or “a response based on surmise, conjecture and suspicion.” *Colombini v. Westchester Cnty. Health Care Corp.*, 899 N.Y.S.2d 58 (Sup. Ct. Westchester Cnty. 2009) (citations omitted).

ARGUMENT

I. The Court should vacate the Award because Bain was knowingly excluded from the rabbinical arbitration by Strulovitch.

Pursuant to CPLR 7511(b)(2)(ii), courts vacate an arbitration award where a valid agreement to arbitrate was not made. Specifically, vacatur is warranted where a party genuinely

neither participated in the arbitration nor was served with a notice of intention to arbitrate. *See Mix Centre, Ltd. v. Butler*, 221 A.D.2d 182 (1995).

Indeed, courts have repeatedly vacated arbitration awards upon the petition of persons who, like Bain, were not parties to the underlying arbitration. For example, in *Matter of Grasso*, 72 A.D.3d 1463, 1465 (3d Dep’t 2010), the Appellate Division affirmed vacatur of an arbitration award upon the application of petitioners who “were not parties to the original action and did not sign the agreement to arbitrate.” Specifically, the court held that an arbitration award “must [be] vacate[d] . . . if the person seeking such relief was not a party to the arbitration, was not served with notice and a valid agreement to arbitrate was not made,” citing § 7511(b)(2)(ii). In *Ostreicher v. Ostreicher*, 217 A.D.2d 629, 630 (2d Dep’t 1995), the Appellate Division ordered the vacatur of a rabbinical court arbitration award specifically because the petitioner “was not served with a notice of intention to arbitrate . . . nor did he participate in any arbitration.” And in *Hirsch v. Hirsch*, 4 A.D.3d 451, 453 (2d Dep’t 2004), the Appellate Division invalidated a portion of an arbitral award where the petitioner “was not a party to the arbitration agreement, and he did not authorize the Bais Din to dispose of his property.”

Likewise, courts vacate arbitration awards on due process grounds where the non-participating parties’ property is affected by the arbitration award. *See Terrace View Estates Homeowners Association, Inc. v. Bates Drive Condominium III*, 128 A.D.3d 975, 976 (2d Dep’t 2015) (vacating arbitration award on due process grounds where movant was deprived of property rights and “was not a party to the arbitration agreement, did not agree to be bound by the arbitrator’s determination, and did not participate in the arbitration proceedings”); *Braver v. Silberman*, 90 A.D.3d 654, 656 (2d Dep’t 2011) (vacating arbitration award where “the rabbinical court exceeded its authority in awarding an ownership interest in the . . . Property, which is owned

by [a] nonparty ... to the petitioner's successor-in-interest. [Non-party] was not a party to the arbitration agreement, and there [was] no evidence that [non-party] agreed to be bound by the rabbinical court's determination"); *Hirsch*, 4 A.D.3d at 453 (vacating arbitration award where "Osterman was not a party to the arbitration agreement, and he did not authorize the Bais Din to dispose of his property"); *see also Levovitz v. Yeshiva Beth Henoch, Inc.*, 120 A.D.2d 289, 296 (2d Dep't 1986) (finding that contract vendee who was not a party to the arbitration could not be bound by the arbitration award because "she never had a 'full and fair opportunity' to litigate this issue before the rabbinical court").

Here, it is undisputed that Bain: (i) never signed an arbitration agreement, (ii) was not notified, either formally or informally of the arbitration proceeding commenced by Strulovitch, and (iii) never participated in the arbitration proceeding in any way. Further, it is indisputable that Bain's ownership interests in the Nursing Home are materially affected by the Award, which risks diluting his interests by purporting to grant a 22% interest in the Nursing Home to unidentified Respondents. This Court has already recognized as much, holding that "the interests of neither Bain nor R[obert] B[leier] were represented by anyone participating in the Rockland arbitration." (NYSCEF Doc. No. 96, at 10.)

Moreover, the Award threatens eviscerating Bain's right of first refusal by purporting to transfer contractually encumbered membership interests to Respondents, and further materially impairs several of Bain's rights under the Nursing Home operating agreements. Specifically, Section 6.4 of Parkview's operating agreement states: "Notwithstanding any other provisions of this Agreement, all transfers, assignments or other dispositions of Membership Interests or voting rights in the Company shall be effectuated in accordance with Public Health Law Section 2801-a(4) or any successor statute." (*See* NYSCEF Doc. No. 52 at 17). Pursuant to that statute, any

transfer in excess of 10% of the interests in a limited liability company that operates a nursing facility is subject to DOH approval and a thorough disclosure and review process. *See* N.Y. PUB. HEALTH L. § 2801. It is undisputed that Strulovitch never disclosed to DOH any purported interest in the Nursing Home, let alone filed the required application or obtained final DOH approval with respect to his purported interest. (Strulovitch Tr. 109.)

In addition, Exhibit A, Section 5 of Westchester Gardens' operating agreement provides that any "incoming member, partner and/or owner of Company must as a condition of receiving an interest in Company agree to be bound by the HUD Loan Documents and all other documents required in connection with the HUD Loan to the same extent and on the same terms as the other respective members, partners and/or owners." (*See* NYSCEF Doc. No. 53 at 24.) It is undisputed that Respondents never agreed to be bound by the terms of Westchester Gardens' HUD loan, nor any other obligations of the Nursing Home Companies or their members. The Award purports to bypass these threshold contractual conditions and legal requirements to obtaining ownership interests in the Nursing Home Companies, thereby substantially prejudicing Bain's rights and interests notwithstanding that he was excluded from the underlying arbitral proceeding.

Especially in the context of a closely held LLC, the admission of a new member is not merely a financial transaction—it fundamentally alters the governance structure, the balance of voting power, and the business relationships among members. Because the Award purports to adjudicate a third party's claim to membership interests in the Nursing Home despite Bain's absence from the arbitration proceeding, he was deprived of the opportunity to assert his contractual and statutory rights in connection with refusing consent to transfers of membership interests. Bain cannot not be bound to manage and operate the Nursing Home with a co-member with whom he never intended or agreed to go into business.

II. The challenged arbitral Award is imperfectly executed, vague and indefinite, and has simply created new controversies between the parties.

The Award should also be vacated pursuant to Section 7511(b)(2) of the CPLR, which states (emphasis added) that arbitral awards “*shall* be vacated on the application of a party who neither participated in the arbitration nor was served with notice of intention to arbitrate if the court finds that,” *inter alia*, “the rights of that party were prejudiced by one of the grounds” set forth in Section 7511(b)(1). Those grounds are as follows:

- (i) corruption, fraud or misconduct in procuring the award;
- (ii) partiality of an arbitrator appointed as a neutral, except where the award was by confession;
- (iii) an arbitrator, or agency or person making the award exceeded his power or so imperfectly executed it that a final and definite award upon the subject matter submitted was not made; or
- (iv) failure to follow the procedure of this article, unless the party applying to vacate the award continued with the arbitration with notice of the defect and without objection.

Thus, the Award must be vacated if the Court finds that any of the enumerated 7511(b)(1) grounds apply. *See* CPLR § 7511(b)(2). One such ground is if the arbitration panel “imperfectly executed it that a final and definite award upon the subject matter submitted was not made.” CPLR § 7511(b)(1)(iii). “An arbitration award will be vacated as indefinite or nonfinal for purposes of CPLR 7511 if it does not ‘dispose of a particular issue raised by the parties’ ... or ‘if it leaves the parties unable to determine their rights and obligations, if it does not resolve the controversy submitted or if it creates a new controversy.’” *Rosenberg v. Schwartz*, 176 A.D.3d 1069, 1071 (2d Dep’t 2019) (internal citations omitted).

Rosenberg is instructive here. In that case, the Second Department vacated an arbitral award that “did not clearly define” how certain accounts should be distributed. As a result, the Second Department held that the award “was indefinite and nonfinal” and that the provision at issue “created a new controversy between the parties.” 176 A.D.3d at 1071.

That is precisely what the rabbinical arbitration panel did here; the Award is indefinite and indeed has generated more questions than answers. It contains only a single decretal sentence: “Party A [Strulovitch] has 22% in the aforementioned Nursing Home, Operation and Realty.” (NYSCEF Doc. No. 51, at 3.) It is utterly silent as to which owner surrenders that “22%”—Jonathan Bleier? Bain? Both on a pro rata basis? To the extent Strulovitch’s award is meant to be drawn from both Bleier and Bain, the Award does not specify what percentage should be drawn from each owner.

The Award is also silent as to the date Strulovitch’s “22%” is effective—is it the date of the Nursing Home’s original 2010 sale? The date of the 2011 amendment to the assert purchase agreement? The date that Strulovitch purportedly exercised his “buyback” option? The date of the Award itself? The Award answers none of those questions. *Cf. Andrews v. Cnty. of Rockland*, 120 A.D.3d 1227, 1228 (2d Dep’t 2014) (vacatur warranted if award “leaves the parties unable to determine their rights and obligations”). There is no part of the Award that can be sustained because the entire award is embodied in a single ownership percentage.

Compounding the Award’s indefiniteness, there is no transcript of the underlying arbitration from which this Court might discern answers to these questions. Nor does the Award address the fact that Strulovitch’s supposed ownership interest in the nursing home was never disclosed to DOH and may therefore be considered void by that agency.

New York courts have not hesitated to vacate similarly vague and indefinite arbitral awards. In *Andrews*, for example, the Second Department vacated an award where, as here, “the arbitrator did not make any specific findings of fact or credibility or dispose of the issues raised by the parties.” 120 A.D.3d at 1228. Similarly, in *Arb. Between the Pro., Clerical, Tech. Emps. Ass’n & Bd. of Educ. for Buffalo City Sch. Dist.*, 162 A.D.3d 1479, 1480 (4th Dep’t 2018), the

Fourth Department vacated an award that did not “explain the basis for the compensation allegedly owed to the grievants, nor ... detail how that compensation should be calculated.” And in *Wasserman v. Farkas*, 219 A.D.3d 1528, 1530 (2d Dep’t 2023), the Second Department vacated a rabbinical arbitral award because “there was no evidence to support the rabbinical court’s determination that Wasserman was the owner” of the property at issue.

As in those cases, the Award at bar does not explain the basis for the panel’s determination or set forth any factual findings, nor does it cite any evidence in support of Strulovitch’s purported “22%” ownership. Notably, Strulovitch himself argued that he owned 42% of the Nursing Home (Strulovitch Tr. 102), not 22%, so the arbitral panel could not have simply credited his testimony while rejecting Bleier’s.

In sum, the Court should grant Bain’s motion for summary judgment on his second cause of action and vacate the Award.

III. In the alternative, the Court should at least enforce Bain’s contractual right of first refusal via declaratory judgement.

While Bain is entitled to summary judgment on his first and second causes of action for the reasons set forth above, in the alternative, Bain requests that the Court grant him summary judgment on the third cause of action to recognize and enforce his contractual right of first refusal to acquire any ownership interests deemed to have been transferred to Respondents in connection with the Award.

As noted, pursuant Section 6.1(a) of the current operating agreements for the Nursing Home, Bain has a right of first refusal with respect to proposed transfers of membership interests. (See NYSCEF Doc. Nos. 52, 53 at 14–15.) Further, dating back to April 2011, each prior iteration of the Nursing Home operating agreements provides a substantially identical right of first refusal. (See Chen Aff. Ex. D, at 16, 43–44, 66–67, 92.)

New York courts consistently hold that specific performance and declaratory relief are available against third-party transferees who take property with actual or constructive notice of a ROFR, including where they have knowledge that would lead a reasonably prudent purchaser to make inquiries. *See, e.g., New York Tile Wholesale Corp. v. Thomas Fatato Realty Corp.*, 244 A.D.3d 1133, 1134 (2d Dep’t 2025) (directing specific performance of ROFR lease provision, declaring violative conveyance void, and directing third party transferee to convey title to plaintiff); *Chen v. Geranium Dev. Corp.*, 243 A.D.2d 708, 709 (2d Dep’t 1997) (party could not their meet burden of proof as a good faith purchaser where they had knowledge that would lead a reasonably prudent purchaser to make inquiries but failed to do so); *H.G. Fabric Discount, Inc. v Pomerantz*, 130 A.D.2d 712, 713 (2d Dep’t 1987) (directing specific performance of ROFR against a third-party purchaser with knowledge of ROFR and ordering conveyance be set aside).

Respondents, at a minimum, had constructive notice of Bain’s ROFR. Strulovitch admitted he knew there were other members of the Nursing Home Companies besides Jonathan Bleier. (Strulovitch Tr. 36–37.) A simple review of the companies’ operating agreements (as well as the APA, ancillary transaction documents, and related regulatory submissions, all of which Respondents either signed, had in their possession, or could access as public filings) would have confirmed Bain’s membership and right of first refusal. (*See, e.g.,* NYSCEF Doc. No. 55 at § 10.1; NYSCEF Doc. No. 60 at 224; NYSCEF Doc. No. 62 at 1.) As a result, Respondents, at the very least, are chargeable with constructive notice (if not actual knowledge) of the ROFR. If Strulovitch never even requested a copy of these documents in connection with his purported ownership interests in the Nursing Home, he failed to conduct “reasonably prudent” due diligence.

A party seeking specific performance of a ROFR must generally show that they are ready, willing, and able to make the purchase. *See Harper v. Sealy*, 6 A.D.3d 391 (2d Dep’t 2004); *New*

York Tile, 244 A.D.3d at 1134. The price at which the ROFR holder may purchase is typically the price paid by the third-party transferee. *See H.G. Fabric*, 130 A.D.2d at 713; *Colonie Motors, Inc. v. Heritage Corp. of New York*, 61 A.D.2d 1105, 1107 (3d Dep’t 1978). Bain testified without contravention that he could raise a multi-million sum of money if necessary to purchase the 22% interest now in dispute. (Bain Tr. 89.)

Doing so, however, would be wholly unnecessary because the appropriate purchase price in connection with the ROFR would actually be the amount paid by Respondents for the ownership interests. *See H.G. Fabric Discount*, 130 A.D.2d at 713; *Colonie Motors*, 61 A.D.2d at 1107. Crediting Strulovitch’s own testimony, that amount is one dollar. (Strulovitch Tr. 29–30.) It is undisputed that Respondents did not pay any other compensation for the Nursing Home in connection with the purported “buy-back” option or the “22%” referenced in the Award. Nor does Strulovitch claim to have performed in-kind services or to have done anything else as consideration for his purported ownership interests. Bain is contractually entitled to purchase the membership interests at issue on the same terms and at the same price as Respondents.

Accordingly, as alternative relief, the Court should award Bain summary judgment on his third cause of action and enter an order (a) declaring that the ROFR is valid and enforceable; (b) setting aside the transfer of interests to Respondents; and (c) directing Respondents to specifically perform and convey the membership interests at issue to Bain.

CONCLUSION

For the foregoing reasons, Bain respectfully requests that the Court grant his motion for summary judgment, vacate the challenged Award in its entirety, and permanently enjoin Strulovitch from taking any action to enforce it.

In the alternative, Bain respectfully requests that the Court issue a declaratory judgment recognizing his contractual right of first refusal regarding the membership interests in dispute.

Dated: White Plains, New York
July 17, 2026

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WORD COUNT CERTIFICATION

In accordance with Section 202.70 of the Uniform Rules for the Supreme Court and County Court, the undersigned certifies that the total number of words in this memorandum of law, including footnotes and headings but excluding the cover, table of contents, and table of authorities, is 5,446.

/s/ **David H. Chen**

EXHIBIT 5

BRONSTEIN, GEWIRTZ & GROSSMAN, LLC
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(212) 697-6484, Fax (212) 697-7296

July 21, 2026

Via Email

Supreme Court of the State of New York
Appellate Division Second Department
45 Monroe Place
Brooklyn, New York 11201

Attn: Darrell M. Joseph, Clerk of the Court

Re: *Matter of Moshe Bain v. Samuel Strulovitch, et al.*, Case No. 2026-04501,
Westchester County Index No. 75548/2024

Dear Mr. Joseph:

This firm represents Appellants Samuel Strulovitch, MS Acquisition I, LLC, and 10 Claremont Avenue, LLC (collectively, “Appellants”) in the above-referenced matter. We write to request that the Court decide Appellants’ motion for a stay pending appeal expeditiously. The motion was made on May 5, 2026, and has been fully briefed – after Respondents received an extension from the Court – since May 21, 2026.

Any delay in resolving the pending motion carries real costs. As set forth in Appellants’ motion papers, the lower court’s order compels Appellant Strulovitch to actively suppress his own religious practice – seeking Beis Din (Jewish religious panel) resolution of a dispute as required by his sincerely held religious beliefs – and to affirmatively petition a religious tribunal to withdraw its own religious pronouncement. This continuous violation of Strulovitch’s First Amendment rights constitutes irreparable harm as a matter of law. *See Elrod v. Burns*, 427 U.S. 347, 373 (1976) (“[T]he loss of First Amendment freedoms, for even minimal periods of time, unquestionably constitutes irreparable injury.”); *Tandon v. Newsom*, 593 U.S. 61, 64 (2021) (per curiam) (same). We therefore request that the motion be resolved as soon as practicable.

Thank you for your consideration of this matter.

Respectfully yours,
/s
Yitzchak Eliezer Soloveichik

Cc: All counsel of record (via email)