SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

BENJAMIN LANDA,	:	Index No.
Plaintiff,	:	**SUMMONS**
-against-	:	*Basis of Venue:* Plaintiff's residence.
ELIYAHU MIRLIS,	:	Plaintiff resides at 182 Briarwood Crossing,
Defendants.	:	Lawrence, New York 11559

TO THE ABOVE NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED to appear in the Supreme Court of the County of Nassau, at the Office of the Clerk of the said Court at 100 Supreme Court Drive, Mineola, New York, in the County of Nassau, State of New York by serving an answer to the annexed complaint upon plaintiff's attorney, at the address stated below, or if there is no attorney, upon the plaintiff, at the address stated above, within the time provided by law as noted below; and to make answer to the Complaint; upon your failure to answer, judgment will be taken against you for the relief demanded in the Complaint, together with the costs of this action.

NOTE: The law or rules of court provide that:

(a) If this summons is served by its delivery to you, or (for a corporation) an agent authorized to receive service, personally within the County in which this Court is located, you must answer within TWENTY(20) days after such service, or (b) If this summons is served otherwise than as designated in subdivision (a) above, you are allowed 30 days to answer after the proof of service is filed with the Clerk of this Court; (c) You are required to file a copy of your answer together with proof of service with the clerk of the district in which the action is brought within ten days of the service of the answer.

Dated: December 16, 2020

ABRAMS, FENSTERMAN, FENSTERMAN EISMAN, FORMATO, FERRARA, WOLF & CARONE, LLP

By: _____
Keith J. Singer
3 Dakota Drive – Suite 300
Lake Success, New York 11042
(516) 328 - 2300
ksinger@abramslaw.com

Attorneys for plaintiff

Defendant's Address:

Eliyahu Mirlis
5 Barlow Road
Edison, New Jersey 08817

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

BENJAMIN LANDA,	:	Index No.
Plaintiff,	:	**VERIFIED COMPLAINT**
-against-	:	
ELIYAHU MIRLIS,	:	
Defendants.	:	

Plaintiff, by his attorneys, Abrams, Fensterman, Fensterman, Eisman, Formato, Ferrara, Wolf & Carone, LLP, as and for his Verified Complaint against the defendant herein, alleges as follows:

1. At all times hereinafter mentioned, plaintiff, Benjamin Landa ("Landa"), was and still is a resident of the County of Nassau, State of New York.

2. At all times hereinafter mentioned, upon information and belief, defendant Eliyahu Mirlis ("Mirlis"), was and still is a resident of Edison, New Jersey.

3. At all times, pursuant to CPLR § 503(a), venue of this action is proper in the County of Nassau, as that is the county in which Landa resides.

AS AND FOR A FIRST CAUSE OF ACTION

4. On or about February 26, 2018, Landa, along with several other individuals as "Assignor," and Mirlis, as "Assignee," entered into a certain Membership Interest Purchase Agreement ("MIPA"), pursuant to which Landa and

the other Assignors assigned their interests in Fairview Health of Southport, LLC ("Southport") and Fairview Health of Greenwich, LLC ("Greenwich") to Mirlis.

5. Pursuant to paragraph "5" of the MIPA, Mirlis agreed to indemnify, defend and hold harmless Landa, as an Indemnified Party, from any losses, damages or liabilities arising from any personal guarantees executed by Landa pursuant to any of Greenwich or Southport's loans, lines of credit, debts or any other obligations (as defined in the MIPA) that were not released on the Closing Date (as defined in the MIPA).

6. On or about March 18, 2019, suit was commenced in the Superior Court of the State of Connecticut – Judicial District of Hartford by People's United Bank National Association, as plaintiff, versus Benjamin Landa and another individual, pursuant to which People's United Bank sought recovery of two separate Notes issued by the entity known as Connecticut Health of Greenwich, LLC, which Notes had been personally guaranteed by Landa pursuant to a certain Guaranty Agreement which Landa had executed in connection with the assumption of the obligations under the Note by Greenwich.

7. Pursuant to the MIPA, the Indemnified Party, plaintiff Benjamin Landa, was entitled to indemnification with respect to the action brought by People's United Bank, since such action was with regard to a personal guaranty relating to loan(s) due and owing from Greenwich.

8. On March 29, 2019, demand was made on behalf of Landa, for indemnification by Mirlis pursuant to the MIPA (demanding that Mirlis assume the costs of the defense of the action brought by People's United Bank and the liabilities which ensue from that action).

9. That Landa's request for indemnification by Mirlis has been refused, and such refusal constitutes a breach of the MIPA.

10. That as a result of Mirlis' breach of the MIPA as aforesaid, Landa has been damaged in an amount not less than the sum of $4,200,000.00, plus interest, costs and attorneys' fees.

AS AND FOR A SECOND CAUSE OF ACTION

11. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "10" of this Complaint, as if more fully set forth at length hereat.

12. That Landa is entitled to indemnification from Mirlis for the claims asserted in the action brought by People's United Bank currently pending in the Superior Court of the State of Connecticut – Judicial District of Hartford, and for the attorneys' fees, costs and other expenses incurred by Landa in connection therewith.

WHEREFORE, plaintiff demands judgment on his First Cause of Action in an amount to be determined by the Court, but in any event, not less than the sum of $4,200,000.00, and on his Second Cause of Action, granting indemnification for the

cost of defending the People's United Bank action and any liabilities which ensue therefrom, along with the costs and disbursements of this proceeding, an award of reasonable attorneys' fees, and such other and further relief as the Court may deem just, proper and equitable.

Dated: December 16, 2020

ABRAMS, FENSTERMAN, FENSTERMAN, EISMAN, FORMATO, FERRARA, WOLF & CARONE, LLP

By: _____
Keith J. Singer
3 Dakota Drive, Suite 300
Lake Success, New York 11420
(516) 328-2300
ksinger@abramslaw.com

Attorneys for plaintiff

To: Eliyahu Mirlis
5 Barlow Road
Edison, New Jersey 08817

VERIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

The undersigned, hereby affirms as follows:

1. I, Benjamin Landa am a Plaintiff in this action.

2. I have read the document referred to below.

3. I know the contents of same to be true to my own knowledge, except those matters which are stated to be alleged upon information and belief, and as to those matters, I believe them to be true.

Document being verified: **COMPLAINT**

By: _____
BENJAMIN LANDA

Affirmed to before me this
4th day of December, 2020.

_____
NOTARY PUBLIC

Katrinna Q. Lampitoc
KATRINNA Q. LAMPITOC
Notary Public, State of New York
Reg. No. 01LA6264532
Qualified in Nassau County
Commission Expires July 02,2024

5