

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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NAZLIM OZ, individually and as a Member of
Oz Parents Apartments, LLC,

Plaintiff,

- against -

MEHMET OZ, M.D., individually and in his capacity
as Manager of Oz Parents Apartments, LLC,

Defendant.
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INDEX NO.

COMPLAINT

Plaintiff, Nazlim Oz (“Plaintiff” and/or “Nazlim”), by her attorneys, Dealy Silberstein & Braverman, LLP, complaining of Defendant, Mehmet Oz, M.D. (“Defendant” and/or “Mehmet”) alleges the following:

NATURE OF ACTION

1. In this action, Nazlim, a fifty percent (50%) member of Oz Parents Apartments LLC, a New York limited liability company (“Oz LLC” or “Company”), seeks to compel Defendant, the manager, but not a member, of the Oz LLC, to make distributions to her in accordance with the terms of the Oz LLC’s Operating Agreement (“Operating Agreement”), a copy of which is appended hereto as Exhibit “A”. Nazlim also seeks an accounting.

THE PARTIES

2. Nazlim is an individual who currently, and at all times herein relevant, resides at 115 Kolbasi Cad., Yenikoy, Istanbul, Turkey.
3. Defendant, Mehmet Oz, M.D., is Nazlim’s brother and a well-known TV personality. As noted above, he is the manager of the Oz LLC, but not a member. He currently resides at 14 Edgewater Road, Cliffside Park, New Jersey 07010.

JURISDICTION AND VENUE

4. The jurisdiction of the Court is invoked pursuant to New York Civil Practice Law and Rules (“CPLR”) §301 and §302.
5. Venue of this action is proper in this Court pursuant to CPLR §503 based upon the LLC’s place of incorporation and business.

BACKGROUND FACTS

6. In or around June 2009, Mustafa and Suna Oz, the parents of Plaintiff and Defendant, created the Oz LLC. At the time of its creation, Mustafa and Suna were both members of the Oz LLC and each owned a fifty percent (50%) in the Company. Mustafa was the initial manager of the Oz LLC.
7. At all times herein relevant the Company owed and, upon information and belief, continues to own, two (2) condominium apartments located in New York County, to wit; Apartment 25A, at 40 East 94th Street (“94th St. Unit”) and Apartment 5A at 415 East 54th Street (“54th Street Unit”).
8. In or around November 2009, pursuant to the terms of the Company’s Operating Agreement, Mehmet became the Manager of LLC.
9. In or around January 2011, Nazlim became a fifty percent (50%) member of LLC when her parents transferred their respective membership interests to her and her sister, Seval Oz Ozveren (“Seval”).
10. Currently, Nazlim and Seval each own a fifty percent (50%) membership interest in the Company.

11. Pursuant to the Operating Agreement, Nazlim (and her sister) is entitled to: (i) receive an annual report from the Company, including a statement of profit and loss, at the end of each fiscal year, and (ii). receive distributions within ninety (90) days of the end of each fiscal year.
12. Pursuant to the Operating Agreement, Defendant has a duty to make payments to the members of the Company and he has no authority to withhold distributions from Plaintiff.
13. Since becoming a member of the Oz LLC in January 2011, Nazlim has been receiving approximately \$15,000.00 per month, which reflected her share of the monthly rent generated by the rental of the Oz LLC's condominium apartments.
14. Upon information and belief, Nazlim's sister Seval was receiving the same monthly distributions.
15. Mustafa Oz, father of Nazlim, Mehmet and Seval died on February 9, 2019. His estate is currently being probated in the courts of the City of Istanbul, Republic of Turkey.
16. As part of the Turkish probate proceedings, Mehmet has challenged certain actions taken by Nazlim with respect to their late father's estate. However, that dispute does not involve the ownership and operation of the Oz LLC.
17. In or around July 2019, Nazlim's monthly membership distributions ceased and Defendant has since been withholding her distributions and refused to provide an annual financial report to her.
18. Mehmet has provided no legal reason for refusing to provide an annual financial report or make a distribution to Nazlim. Nazlim can draw no conclusion other than Mehmet is withholding her distributions in order to again some type of leverage over her in the Turkish probate proceedings. In effect, he is improperly withholding her lawful payments here, for his own

potential personal gain in the Turkish probate proceedings. Such behavior is in violation of his duties as manager of the Oz LLC.

AS AND FOR A FIRST CAUSE OF ACTION FOR BREACH OF FIDUCIARY DUTY

19. Nazlim repeats and realleges each and every allegation contained in paragraphs 1 through 18 with the same force and effect as if more fully set forth herein.
20. As the Manager of the Oz LLC, Defendant owed and continues to owe to Nazlim and the Company, the fiduciary duties of loyalty, due care, oversight, good faith, and fair dealing.
21. As a result of the foregoing, and the wrongful actions set forth herein, Defendant has committed multiple breaches of his fiduciary duties of loyalty, due care, oversight, good faith, and fair dealing.
22. As a consequence, thereof, Nazlim and the Oz LLC have been damaged in a sum to be determined at trial, and in the case of Nazlim in no event less than the amount of the distributions to which she is entitled.

AS AND FOR A SECOND CAUSE OF ACTION FOR AN ACCOUNTING

23. Nazlim repeats and realleges each and every allegation contained in paragraphs 1 through 22 with the same force and effect as if more fully set forth herein.
24. As previously set forth, Defendant is and has been, the Manager of the Oz LLC and as such, owes and owed a fiduciary duty to both Nazlim and LLC with respect to the business and affairs of LLC.
25. Nazlim and the Oz LLC entrusted Defendant, as Manager, to properly manage the Company, keep the books and records of the Company and provide all members of the Company with the statements, records and documents pursuant to the Oz LLC's Operating Agreement as well as the New York Limited Liability Company Law.

26. Defendant has failed to fully account to Nazlim for his failure to pay to her the distributions owed to her pursuant to the Oz LLC's Operating Agreement and failed to deliver to her any LLC bank statements, financial statements or records or income and expenses even though demand therefor has been made.
27. As a result of the foregoing, Nazlim, as a member of the Oz LLC, is entitled to an accounting of the Oz LLC's finances since its inception, which should include an account of Defendant's actions as the Manager, including but not limited to detailed schedules of income and expenses since the Oz's LLC's inception.
28. An accounting is necessary to determine the monetary damages suffered by Nazlim and the Oz LLC and/or to determine the true and full information about the financial affairs of the Oz LLC.
29. Defendant should be directed to account for each year of his management of the Oz LLC. and upon the completion of said accounting, there should be paid to Nazlim such sum or sums as shall be ascertained to be due to her.

**AS AND FOR A THIRD CAUSE OF ACTION FOR A DECLARATORY
JUDGMENT REMOVING MEHMET AS MANAGER OF THE OZ LLC**

30. Nazlim repeats and realleges each and every allegation contained in paragraphs 1 through 29 with the same force and effect as if more fully set forth herein.
31. Pursuant to the Section 7.6 of the Company's Operating Agreement "each manager shall discharge the manager's duties to the Company and the other members in good faith and with that degree of care that an ordinarily prudent person in a similar position would use under similar circumstances."
32. As more fully set forth above, Defendant and Nazlim have been involved in litigation involving the estate of their late father since shortly after their father's death, in February 2019.

33. Upon information and belief, Defendant's refusal to deliver annual financial reports to Nazlim or make distributions to her are based entirely on his desire to punish her for what he believes is her improper conduct related to their father's estate, notwithstanding that since 2011 their late father had no interest in the Oz LLC nor does his estate have any interest in the Oz LLC.
34. Upon information and belief, by withholding Nazlim's distributions, Defendant seeks to settle their father's estate litigation on terms which are more beneficial to him.
35. By engaging in the foregoing conduct, Defendant has breached his duty to deal with each member of the OzLLC in good faith.
36. By reason of the foregoing, Nazlim is entitled to judgment removing Defendant as manager of the Oz LLC.

WHEREFORE, Plaintiff respectfully demands judgment in its favor and against Defendant, as follows:

- A. On the first cause of action, against Defendant and in favor of Plaintiff, a sum to be determined at trial;
- B. On the second cause of action, against Defendant, directing an accounting with respect to the LLC since its inception;
- C. On the third cause of action, removing the Defendant as the manager of the Oz LLC; and
- D. For such other and further relief as the Court deems just and proper.

Dated: New York, New York
November 12, 2020

Yours, etc.,

DEALY SILBERSTEIN
& BRAVERMAN, LLP

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