

**MGD-6 Doe v Shorefront YM-YWHA of Brighton-
Manhattan Beach, Inc.**

2026 NY Slip Op 30220(U)

January 16, 2026

Supreme Court, Kings County

Docket Number: Index No. 516215/2020

Judge: Joy F. Campanelli

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SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS

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MGD-6 DOE,

Plaintiff,

- against -

SHOREFRONT YM-YWHA OF BRIGHTON – MANHATTAN BEACH, INC., UNITED JEWISH APPEAL – FEDERATION OF JEWISH PHILANTHROPIES OF NEW YORK, JOHN DOE and JANE DOE, RICHARD ROE and JANE ROE, employees and/or agents whose names are unknown to the Plaintiff,

Defendants.

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Index No.: 516215/2020

DECISION AND ORDER

Hon. Joy F. Campanelli, J.S.C.

The following e-filed papers read herein:

Papers Numbered:

Seq. No. 005

Notice of Motion/Order to Show Cause/ Petition, Affidavits (Affirmations and Exhibits) Annexed	1,2
Opposing Affidavits (Affirmations and Exhibits)	3
Affidavits/ Affirmations in Reply	4
Other Papers (Proposed Order with Notice of Settlement):	_____

Defendant, SHOREFRONT YM-YWHA OF BRIGHTON-MANHATTAN, INC. (hereinafter “New Shorefront”), moves by Notice of Motion, sequence number 005, for an Order granting summary judgment pursuant to CPLR § 3212 dismissing the Second Amended Complaint. Plaintiff opposes.

PROCEDURAL HISTORY

Plaintiff commenced this action under the Child Victims Act through the filing of a Summons and Complaint on September 1, 2020.

Defendant Shorefront filed an Answer denying all claims in the Complaint on August 14, 2023.

The parties attended mediation on February 20, 2025.

This action arises out of allegations of sexual abuse that occurred between 1974 and 1979. Specifically, plaintiff alleges that he was sexually abused during this period by Michael David Blutrich (“Blutrich”), a basketball coach at, and volunteer of, The Shorefront Y.

FACTUAL BACKGROUND

On July 1, 1991, Defendant UNITED JEWISH APPEAL – FEDERATION OF JEWISH PHILANTHROPIES OF NEW YORK (hereinafter “UJA”) entered into an agreement (hereinafter “the Contract”) with Associated Y where UJA purchased certain assets from Associated Y. the Contract came about because Associated Y was overburdened with debt. UJA agreed to guarantee a portion of the debt.

The Contract contained an indemnification provision, which states that UJA agreed to indemnify, “[T]he Individual Officers, Directors and Trustees of Associated Ys in excess of any valid and collectible insurance maintained by Associated Ys or on its behalf in conjunction with and as contemplated by the Proposal for Fiscal Workout and Service Transition (the “Workout Plan.” *See Def. Exh. H* at 13.

Subsequently, the Contract was amended by written agreement. In the amendment, UJA was permitted to assign its right to take title of a property known as Southern Westchester YW-YWHA to a separate corporate entity. As a result of the Contract, UJA acquired the real estate located at 3300 Coney Island Avenue, Brooklyn, New York 11229, which is the Shorefront Y.

Shorefront YM-YWHA, Inc. filed its Certificate of Incorporation with the New York Department of State on July 2, 1991. Following the Contract, the community center located at

3300 Coney Island Avenue, Brooklyn, New York (“New Shorefront”) was an independent legal entity operated by Shorefront YM-YWHA, Inc.

Sexual Abuse at The Shorefront Y

From 1974 through 1979, plaintiff was sexually abused by Michael Blutrigh on approximately 30 occasions. During this time, starting at age 14, plaintiff was on the basketball team at the Shorefront Y, coached by Blutrigh. From the ages of 14 to approximately 22, plaintiff was subjected to regular, frequent sexual contact by Blutrigh.

The sexual abuse took place primarily at Blutrigh’s home but on one occasion, it took place in a hotel room on a trip to Florida Plaintiff took with Blutrigh and Irving “Blitz” Bilzinsky, another Shorefront employee.

Blutrigh remained a benefactor and basketball coach at the Shorefront Y for years following the alleged abuse.

SUMMARY JUDGMENT STANDARD

A motion for summary judgment shall be granted if “upon all the papers and proof submitted, the cause of action or defense shall be established sufficient to warrant the court as a matter of law in directing judgment in favor of any party.” CPLR § 3212(b). A party’s application for summary judgment must be granted where there is a prima facie showing of entitlement to judgment as a matter of law by tendering sufficient evidence to eliminate any material issues of fact from the case. *See Winegrad v. New York Univ. Med. Ctr.*, 64 N.Y.2d 851 (1985); *Alvarez v. Prospect Hospital*, 68 N.Y.2d 320 (1986). This may occur when all issues are strictly legal, *see Long Island Railroad Co. v. Northville Indus. Corp.*, 41 N.Y.2d 455 (1977), or when uncontroversial facts allow only one conclusion as a matter of law, *see Alvord & Swift v. Stewart M. Muller Construction Co., Inc.*, 46 N.Y.2d 276 (1978).

The Court's primary objective in a review of a motion for summary judgment is "issue finding, not issue determination." *Goldstein v. County of Monroe*, 77 A.D.2d 232, 236 (4th Dep't 1980); see also *Sillman v. Twentieth Century-Fox Film Corp.*, 3 N.Y.2d 395 (1957). In reviewing a motion for summary judgment, it is not the Court's duty to assess credibility, but rather to determine if triable issues of fact exist. *Gaither v. Saga Corp.*, 203 A.D.2d 239 (2d Dep't 1994); *Black v. Chittenden*, 69 N.Y.2d 665 (1986).

After a movant establishes a prima facie showing warranting judgment as a matter of law, the burden shifts to the non-movant, who is required to produce proof "sufficient to require a trial of material questions of fact on which he rests his claim or must demonstrate acceptable excuse for his failure to meet the requirement of tender in admissible form; mere conclusions, expressions of hope or unsubstantiated allegations or assertions are insufficient." *Zuckerman v. New York*, 49 N.Y.2d 557, 562 (1980).

The non-movant cannot "rely on mere speculation or conjecture as to the true nature of the facts to overcome a motion for summary judgment." *Harley ex rel. Johnson v. City of N.Y.*, 36 F. Supp. 2d 136, 138 (E.D.N.Y. 1999), quoting *Knight v. U.S. Fire Ins. Co.*, 804 F.2d 9, 12 (2d Cir. 1987).

DISCUSSION

As an initial matter, the Court will address plaintiff's argument in opposition, that this motion is a successive summary judgment motion and that the Court is precluded from considering most of the evidence in support. Defendant Shorefront made a prior motion to dismiss pursuant to CPLR 3211 and for summary judgment pursuant to CPLR 3212. That motion was denied on the record by Hon. Alexander Tisch. *NYSCEF Doc. No. 120*. In denying the motion, Justice Tisch stated, "I am denying the motions on the basis that they are premature at this juncture. The denial

is without prejudice to renew once discovery is complete.” *Id* at 52. Plaintiff argues that “This ruling then limits the instant, and successive, motion to just those facts, documents, and arguments that were previously unavailable to UJA-FJP.” *Aff in Opp*. Para 4.

In support of this argument, plaintiff cites *Vinar v. Litman*, 110 A.D.3d 867 (2d Dep’t 2013). While that case does stand for the proposition that successive summary judgment motions are to be avoided, it is distinguishable from the instant matter for several reasons. Firstly, this case was at a far earlier stage of litigation when Justice Tisch decided the initial summary judgment motion. The *Vinar* matter had been active for years when the underlying summary judgment motion was decided in Queens County Supreme Court. *See Vinar v Litman*, 2012 N.Y. Misc. LEXIS 719 (2012). Depositions of the defendants had been conducted, a Preliminary Conference had taken place, and multiple subsequent discovery orders had been issued. Here, Shorefront’s first summary judgment motion was denied before Shorefront filed its Answer. A Preliminary Conference had not been held. A discovery schedule had not yet been established. Additionally, the underlying summary judgment decision in *Vinar* does not state that those motions were denied without prejudice. Here, Justice Tisch was explicit in his decision that the basis for the denial was that the motion was premature, and that there was no prejudice to renewal at the conclusion of discovery. A denial without prejudice permits the movant to seek identical relief at the appropriate time. This Court is not inclined to retroactively limit the scope of this decision by excluding certain evidence from consideration. Therefore, all admissible evidence submitted by both parties will be considered in deciding this motion.

Justice Tisch’s decision is also instructive on defendant’s argument that successor liability must be pled as a separate cause of action. “On a motion for summary judgment premised on failure to state a cause of action, the relevant criterion is not whether the proponent of the pleading

has stated a cause of action, but whether that party has one.” *Seidler v. Knopf*, 186 A.D.3d 889, 130 N.Y.S.3d 37 (2d Dept. 2020). Courts have applied this reasoning in determining that successor liability is not a cause of action in itself, but instead a theory under which tort liability can be imposed upon a successor in interest. *See Marcum LLP v Fazio, Mannuzza, Roche, Tankel, Lopilusa, LLC*, 65 Misc. 3d 1235(A) (Sup. Suffolk 2019); *J. J. v. Orange County*, 2023 N.Y. Misc. LEXIS 9622 (Sup. Orange).

At oral argument on the prior summary judgment motion, Judge Tisch stated on the record, “The Court has come to the conclusion that successor liability does not need to be pled in the complaint. And, therefore, subject to a connection that -- plus in the complaints in these cases the reference is to Shorefront YM-YWHA of Brighton-Manhattan Beach and predecessor in interest or in the alternative Shorefront YM-YWHA of Brighton-Manhattan Beach being successor in a trust.” *NYSCEF Doc. No. 120*, pgs. 52-53. This Court adopts this reasoning as the law of the case. Therefore, plaintiff may maintain a theory of successor liability as against New Shorefront without pleading it as a separate cause of action in the Complaint.

Successor Liability

The next issue is whether New Shorefront assumed Associated Y’s responsibilities with respect to the Shorefront Y, such that they can be held liable as a successor in interest.

The controlling authority on the issue of assumption of liability by a corporate successor is *Schumacher v. Richards Shear Co.*, 59 N.Y.2d 239, 244 (1983). In that decision, the Court of Appeals held that a corporation may only be held liable for the torts of its predecessor if certain conditions are met including: “(1) it expressly or impliedly assumed the predecessor's tort liability, (2) there was a consolidation or merger of seller and purchaser, (3) the purchasing corporation was

a mere continuation of the selling corporation, or (4) the transaction [was] entered into fraudulently to escape such obligations.” See *Schumacher v. Richards Shear Co.*, 59 N.Y.2d at 245.

Defendant argues that Shorefront does not meet any of the four criteria for successor liability. Plaintiff in opposition argues that Shorefront is liable under the first, second, and third of these exceptions.

Here, the Court finds that New Shorefront is a successor in interest under the de facto merger doctrine. The de facto merger doctrine is “based on the concept that a successor that effectively takes over a [corporation] in its entirety should carry the predecessor’s liabilities as a concomitant to the benefits it derives from the good will purchased,” which “is consistent with the desire to ensure that a source remains to pay for the victim’s injuries.” *Dutton v. Young Men’s Christian Assn. of Buffalo Niagara*, 207 A.D.3d 1038, at 1040 (4th Dept. 2022), (citing, *Grant-Howard Assoc. v. General Housewares Corp.*, 63 N.Y.2d 291, 296-297 (1984)). “Traditionally, courts have considered several factors in determining whether a de facto merger has occurred: (1) continuity of ownership; (2) a cessation of ordinary business and dissolution of the predecessor as soon as practically and legally possible; (3) assumption by the successor of the liabilities ordinarily necessary for the uninterrupted continuation of the business of the predecessor; and (4) a continuity of management, personnel, physical location, assets, and general business operation.” *Sweatland v. Park Corp.*, 181 A.D.2d 243, 245-246 (4th Dept. 1992).

However, “[n]ot all of these factors are needed to demonstrate a merger; rather, these factors are only indicators that tend to show a de facto merger.” *Id.* at 246 (citing, *inter alia*, 15 *Fletcher Cyclopedia of the Law of Private Corporations* § 7165.50 at 460).

Here, there is ample evidence that there was “continuity of management, personnel, physical location, assets, and general business operation,” to support an argument for successor

liability. In fact, there is nothing in the record to suggest that the operations of the community center changed as a result of the 1991 agreement between Associated Ys and UJA. That agreement was entered into as a means to guarantee portions of Associated Y's financial burdens, explicitly for the purpose of allowing the individual community centers then under the control of Associated Y, to continue their operations. The Shorefront Y continued to operate out of the same location, 3300 Coney Island Avenue, Brooklyn, New York 11229. Additionally, Shorefront retained the same leadership and executive director, Larry Kirschner, and took over the employment and union contracts with respect to the Shorefront employees who were previously employed by the Associated Ys.

Defendant argues that there was no continuity of general business operations between the Old Shorefront and the New Shorefront because "After its incorporation in 1991, Shorefront operated only one (1) community center," as opposed to the entire network of community centers operated by Associated Ys. *Memo. Of Law in Supp.* pg. 13. However, New Shorefront is only one community center, which provided a limited range of services to the local community both before and after the execution of the Contract. These were the services offered by the Shorefront Y when it was administered by Associated Y and when it was incorporated as an independent entity pursuant to the Contract with UJA. As such, there was continuity of operations following the execution of the Contract.

Additionally, following the execution of the Contract, individual community centers that was previously operated by Associated Y, including New Shorefront, agreed to be bound by Associated Y's collective bargaining agreements. *Pltf. Aff. in Opp.* pg. 19. One such agreement, plaintiff's Exhibit T, states "Effective as of July 2, 1991, as between the Mosholu-Montefiore Community Center and Associated Ys, the Mosholu-Montefiore Community Center shall be

substituted-for the Associated Ys as the signatory to the aforesaid 1991-94 renewal collective bargaining agreement, and any and all obligations of the Associated Ys under said agreement and the predecessor collective bargaining agreements shall cease,” *Pltf. Exh. T* pg. 8. This agreement demonstrates both assumption of “liabilities ordinarily necessary for the uninterrupted continuation of the business of the predecessor,” and continuity of personnel.

Here, the balance of the evidence favors a finding that New Shorefront is a successor in interest to Associated Y under the de facto merger doctrine. New Shorefront continued to operate on the same premises, with the same executive director, providing the same services following the 1991 Contract between Associated Ys and UJA. Additionally, New Shorefront agreed to be bound by the collective bargaining agreement of Associated Ys pursuant to a 1991 agreement between the two organizations. Therefore, there is continuity in operations, personnel, leadership, and liability, sufficient to find that New Shorefront is a successor in interest. While it is undisputed that Associated Y did not cease operations following the Contract, this factor is not dispositive in finding that New Shorefront was a successor in interest. This evidence, taken together, supports plaintiff’s argument that New Shorefront may be liable for the alleged negligence as a successor in interest.

Duty of Care

Regarding the duty of care owed by Shorefront to plaintiff, there are triable issues of fact with respect to notice of the abuse. Where, as here, a complaint alleges negligent supervision of a child stemming from injuries related to an individual's intentional acts, "the plaintiff generally must demonstrate that the [defendant] knew or should have known of the individual's propensity to engage in such conduct, such that the individual's acts could be anticipated or were foreseeable." *Nevaeh. T v. City of New York*, 132 A.D.3d at 842, quoting *Timothy Mc. v. Beacon City Sch. Dist*,

127 A.D.3d 826, 828 (2d Dept. 2015); *see also Mirand v City of New York*, 84 N.Y.2d 44 (1994). "[S]chools and camps owe a duty to supervise their charges and will only be held liable for foreseeable injuries proximately caused by the absence of adequate supervision." *Osmanzai v. Sports and Arts in Schools. Foundation, Inc.*, 116 A.D.3d 937 (2d Dept. 2014). Additionally, notice may be imputed to a corporate entity even when no report is made of the alleged misconduct. *People v Gross*, 169 A.D.3d 159 (2019).

Here, it is alleged that employees of Shorefront had notice of the abuse by Blutrigh. At his deposition, former Shorefront basketball coach Eric Eisenberg testified that Marc Rosen, a plaintiff in a related action, informed him of the abuse in 1971; about three years before the alleged abuse in this case commenced. Eisenberg also stated that he escalated the report to Shorefront's basketball director. *Pltf. Exh. P*. According to Eisenberg, the report was in turn escalated to Gene Kaminsky, the then executive director of Shorefront. This testimony raises a question as to whether Shorefront had notice of the abuse at the relevant time.

Additionally on the issue of notice, Shorefront argues that it cannot be liable because the abuse in this case took place off-premises. In opposition, plaintiff argues that "duty of care require[d] continued exercise of control and supervision in the event that release of the child pose[d] a foreseeable risk of harm." *Ernest v. Red Creek Cent. School Dist.*, 93 N.Y.2d 664, 672 (1999). Plaintiff states that this rationale is especially relevant because "the hazard is partly of [defendant's] own making" *Id.* at 671. In this case, plaintiff argues, because Shorefront's leadership had notice of Blutrigh's pattern of abuse, their choice to continue permitting him to coach children at the community center created a hazard. Defendant does not address these arguments on reply. Therefore, the Court finds that the issues of fact with respect to notice extend

to the acts which took place off-premises, due to the ongoing and repeated nature of the alleged abuse. As such, defendant's motion for summary judgment must be denied.

Therefore, it is hereby,

ORDERED that defendant SHOREFRONT YM-YWHA OF BRIGHTON-MANHATTAN, INC.'s motion for summary judgment is denied in its entirety; and it is hereby,

ORDERED that the parties are to appear in JCP on a date to be assigned.

This constitutes the decision and order of the Court.

DATED: January 16, 2026
Brooklyn, New York



Hon. Joy F. Campanelli, J.S.C.