

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

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GARCIA WATSON, DAWNA DENIS, MONICA FORTUNE,
ANITA FOXE, JANICE COLEMAN, VIOLA BIBINS,
VENETTA NOEL, GEMMA CHRISTMAS,
EUGINIA BURROWS, GERTRUDE MCLAWRENCE,
AGATHA ANTOINE, RICHARD FELIX, DEAN LUCAS,
DAVID MORAIN, LEONORA JOHN, NADINE DOR,
ABIGAIL GEORGE, IMELDA MATTY, MARSHA ALEXIS,
MARYLINE ALEXIS, TABITA SYLVESTER, and
ANESTHER POMPEY, by her proposed guardian ad litem
CLEON POMPEY,

Plaintiffs,

INDEX NO.: _____

– against –

IRIS HOLDINGS NY LLC,
RIKUD REALTY INC.,
MARC BLUMENFRUCHT,
CHAYIM KIRSCHENBAUM,
SHAY HART (a.k.a. SHAYA HIRTZ), and
RUBIN DUKLER,

SUMMONS

Plaintiffs Designate Kings County as
Place of Trial

Defendants.

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TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer on Plaintiffs' attorneys within twenty (20) days after service of this Summons, exclusive of the day of service (or within 30 days after the service is complete if this Summons is not personally delivered to you within the State of New York), and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Plaintiffs designate Kings County as the place of trial. The basis for this choice of venue is the Plaintiffs' primary place of residence located at 1074 Eastern Parkway, Brooklyn, NY 11213.

Dated: January 8, 2020
Brooklyn, NY

BROOKLYN LEGAL SERVICES

/s/
By: Thomas Chew, Esq.
Mona R. Patel, Esq.
Samar A. Katnani, Esq.
105 Court Street, 4th Floor
Brooklyn, NY 11201
Attorneys for Plaintiffs

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

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IRIS HOLDINGS NY LLC,
RIKUD REALTY INC.,
MARC BLUMENFRUCHT,
CHAYIM KIRSCHENBAUM,
SHAY HART (a.k.a. SHAYA HIRTZ), and
RUBIN DUKLER,

VERIFIED COMPLAINT

Plaintiffs Designate Kings County as
Place of Trial

Defendants.

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Plaintiffs Garcia Watson, Dawna Denis, Monica Fortune, Anita Foxe, Janice Coleman,
Viola Bibins, Venetta Noel, Gemma Christmas, Euginia Burrows, Gertrude McLawrence,
Agatha Antoine, Richard Felix, Dean Lucas, David Morain, Leonora John, Nadine Dor, Abigail
George, Imelda Matty, Marsha Alexis, Maryline Alexis, Tabita Sylvester, and Anesther Pompey,
by her proposed guardian ad litem Cleon Pompey, through counsel, hereby set forth the
following Complaint:

PRELIMINARY STATEMENT

1. Plaintiffs are long-term, rent regulated tenants of color from working families,
many of whom have lived in their homes at 1074 Eastern Parkway, Brooklyn, for generations.
They have had a tumultuous relationship with their long-time landlord, Defendant Rubin Dukler,

who had owned the building since the 1970's and sat prominently on the New York City Public Advocate's Worst Landlords List. Recently, however, Mr. Dukler has disavowed any responsibility for the ownership or management of the building, claiming to have sold the property to Defendant Iris Holdings NY LLC (known as "IHG") in or about early 2018.

2. While having suffered significant neglect in the care and maintenance of the building under Mr. Dukler's oversight, the backdoor and obscure nature of IHG's involvement—an entity known for dealings with owners running distressed buildings and predatory property purchases—has exacerbated, not alleviated, Plaintiffs' concerns over the stability of their homes. Most troubling, Plaintiffs know that many of their long-time neighbors are facing eviction proceedings commenced by IHG, and others who have taken buyout offers from Mr. Hart. Vacated apartments remain empty, seemingly to warehouse units for future profit. However, Plaintiffs do not intend to sit idly by and allow IHG to push them out of their homes. They continue to resiliently enforce and protect their rights as rent-stabilized tenants, just as they did for decades against Mr. Dukler, in part by bringing this action to hold IHG and all of the named Defendants accountable for their failure to abide by the rent laws. While these violations of law may have begun under the steady hand of Mr. Dukler, IHG has knowingly furthered and continued the same unlawful practices as its predecessor.

3. First, Defendants have operated in complete defiance of a building-wide rent reduction order issued in 2002 by the New York State Homes and Community Renewal (hereinafter "HCR") against Defendant Rikud Realty Inc. for persistent and unaddressed building-wide conditions, including an inoperable intercom system and inadequate janitorial services. Defendants have charged and collected rent increases from Plaintiffs over the last seventeen (17) years, despite a clear prohibition from doing so until HCR orders restoration of

the rents. Through their refusal to abide by the Rent Reduction Order, Defendants have unlawfully profited from hundreds of thousands of dollars in excess rent.

4. Moreover, Defendants have orchestrated a fraudulent scheme with respect to the HCR rent registration histories for every single one of Plaintiff's apartments. For years, Defendants Rikud Realty Inc. and Dukler knowingly registered with HCR fictitious tenants and/or fictitious leases, as well as corresponding vacancy increases and improvements, a scheme that Defendant IHG has continued to conceal in several ways. Not one of the Plaintiff's HCR rent registration histories match the leases actually executed between the parties. This scheme has resulted in each of Plaintiff's rent registration histories reflecting inaccurate and unreliable legal regulated rents and concealed rampant rent overcharges throughout the building. As a result, a comprehensive review of the lease histories for each of Plaintiffs' apartments is required to ensure that Defendants properly amend and correct the HCR rent registrations, and so that this Court may determine the proper legal regulated rent for each unit.

5. Plaintiffs join together to seek redress for the harm they have suffered, including refunds and damages of over \$2,000,000 (two million dollars) from Defendants. Plaintiffs bring this action to demand the following:

- a. an award for residential overcharges pursuant to Administrative Code of the City of New York Section 26-516, to recover the amount overcharged, along with interest, costs, attorneys' fees and treble damages as provided by law;
- b. an order directing Defendants to amend and correct the rent registration history for each of Plaintiff's respective apartment; and
- c. an order determining the amount of the proper and lawful legal regulated rent for each of Plaintiff's respective apartments.

PARTIES

6. Plaintiff Garcia Watson is a tenant at 1074 Eastern Parkway and resides in Apartment 28. Ms. Watson has resided in Apartment 28 since 2016.

7. Plaintiff Dawna Denis is a former tenant at 1074 Eastern Parkway and resided in Apartment 28. Ms. Denis resided in Apartment 28 from February of 2012 through July of 2016.

8. Plaintiff Monica Fortune is a tenant at 1074 Eastern Parkway and resides in Apartment 23. Ms. Fortune initially moved into Apartment 22 sometime in or around 2000, and then she relocated to Apartment 23 in October of 2010.

9. Plaintiff Anita Foxe is a tenant at 1074 Eastern Parkway and resides in Apartment 24. Mr. Foxe has resided in Apartment 24 since 2001.

10. Plaintiff Janice Coleman is a tenant at 1074 Eastern Parkway and resides in Apartment 26. Ms. Coleman has resided in Apartment 26 since 2015.

11. Plaintiff Viola Bibins is a tenant at 1074 Eastern Parkway and resides in Apartment 27. Mr. Bibins has resided in Apartment 27 since on or around 1982.

12. Plaintiff Venetta Noel is a tenant at 1074 Eastern Parkway and resides in Apartment 7. Mr. Noel has resided in Apartment 7 since on or around 1982.

13. Plaintiff Gemma Christmas is a tenant at 1074 Eastern Parkway and resides in Apartment 34. Mr. Christmas has resided in Apartment 34 since 2001.

14. Plaintiff Euginia Burrows is a tenant at 1074 Eastern Parkway and resides in Apartment 5. Ms. Burrows has resided in Apartment 5 on or about 1997.

15. Plaintiff Gertrude McLawrence is a tenant at 1074 Eastern Parkway and resides in Apartment 42. Mr. McLawrence has resided in Apartment 42 since 2002.

16. Plaintiff Agatha Antoine is a tenant at 1074 Eastern Parkway and resides in Apartment 41. Ms. Antoine has resided in Apartment 41 since 1984.

17. Plaintiff Richard Felix is a tenant at 1074 Eastern Parkway and resides in Apartment 44. Mr. Felix has resided in Apartment 44 since 2004.

18. Plaintiff Dean Lucas is a tenant at 1074 Eastern Parkway and resides in Apartment 36. Mr. Lucas has resided in Apartment 36 since on or around 2008.

19. Plaintiff David Morain is a tenant at 1074 Eastern Parkway and resides in Apartment 47. Mr. Morain has resided in Apartment 47 since 2002.

20. Plaintiff Leonora John is a tenant at 1074 Eastern Parkway and resides in Apartment 25. Ms. John has resided in Apartment 25 since 1993.

21. Plaintiff Nadine Dor is a tenant at 1074 Eastern Parkway and resides in Apartment 37. Ms. Dor has resided in Apartment 37 since 1980.

22. Plaintiff Abigail George is a tenant at 1074 Eastern Parkway and resides in Apartment 38. Ms. George has resided in Apartment 38 since 2011.

23. Plaintiff Imelda Matty is a tenant at 1074 Eastern Parkway and resides in Apartment 6. Ms. Matty has resided in Apartment 6 since 2004.

24. Plaintiff Marsha Alexis is a tenant at 1074 Eastern Parkway and resides in Apartment 4. Ms. Alexis has resided in Apartment 4 since 1999.

25. Plaintiff Maryline Alexis is a tenant at 1074 Eastern Parkway and resides in Apartment 31. Ms. Alexis has resided in Apartment 31 since 2012.

26. Plaintiff Tabita Sylvester is a tenant at 1074 Eastern Parkway and resides in Apartment 22. Ms. Sylvester has resided in Apartment 22 since 2011.

27. Plaintiff Anesther Pompey is a tenant at 1074 Eastern Parkway and resides in Apartment 1 with her spouse, Ridely Pompey, and adult daughter, Cleon Pompey. The Pompeys have resided in Apartment 1 since 2000. Cleon Pompey seeks appointment as guardian ad litem for Ms. Pompey in the instant proceeding because Ms. Pompey is unable herself to assert her rights as she suffers from Alzheimer's.

28. Defendant IRIS HOLDINGS NY LLC (hereinafter, "IHG"), upon information and belief, has had a controlling interest in Defendant Rikud Realty Inc. and/or has otherwise been the owner of 1074 Eastern Parkway, Brooklyn, NY, 11213 since in or about early 2018. Its principal place of business designated in its certificate of incorporation with the New York State Department of State is 459 Columbus Avenue, Suite 700, New York, NY 10024. This same address is listed as the address for Rikud Realty Inc. under the owner's information on Plaintiffs' leases and as Rikud Realty Inc.'s address on court documents filed with Kings County Civil Court. It is also the address registered for Rikud Realty Inc. with the New York City Housing Preservation and Development (hereinafter, "HPD"). Defendants have also directed Plaintiffs to mail their monthly rent payments and other communications to 459 Columbus Avenue, Suite 700, New York, NY 10024. A managing member of IHG has also represented themselves as the landlord of 1074 Eastern Parkway, Brooklyn, NY 11213 to certain of the Plaintiffs and the New York City Commission on Human Rights.

29. Defendant RIKUD REALTY INC. (hereinafter, "Rikud Realty") is the owner of 1074 Eastern Parkway, Brooklyn, NY 11213 according to the deed dated June 15, 1972 and publicly available on the New York City Automated City Registrar Information System. It is registered with the Division of Corporations of the New York State Department of State at 1180

51st Street, Brooklyn, NY 11219 and with HPD at 459 Columbus Avenue, Suite 700, New York, NY 10024, the principal place of business for Defendant IHG.

30. Defendants MARC BLUMENFRUCHT, CHAYIM KIRSCHENBAUM, and SHAY HART (a.k.a. SHAYA HIRTZ) are managing members of Defendant IHG, with their principal place of business, upon information and belief, at 459 Columbus Avenue, Suite 700, New York, NY 10024. Shay Hart is also registered as the managing agent of 1074 Eastern Parkway with HPD with an address of 459 Columbus Avenue, Suite 700, New York, NY 10024, and his email address includes the email handle @ihgmgmt.com.

31. Defendant RUBIN DUKLER is registered with HPD as the Head Officer for RIKUD REALTY INC. at 1074 Eastern Parkway, Brooklyn, NY 11213 with an address of 459 Columbus Avenue, Apt. 700, New York, NY 10024, the principal place of business for Defendants IHG.

JURISDICTION AND VENUE

32. This Court has jurisdiction to grant injunctive and declaratory relief under the New York Consolidated Laws, Civil Practice Laws and Rules (CPLR) § 3001.

33. Pursuant to CPLR §§ 503 and 507, venue is proper in the County of Kings because it is the county where Plaintiffs' primary place of residence is located at 1074 Eastern Parkway, Brooklyn, NY 11213.

STATUTORY AND REGULATORY SCHEME

Rent Stabilization Law and Code

34. The New York City Rent Stabilization Law of 1969 (hereinafter, "RSL") protects tenants from owners who might charge unjust, unreasonable and oppressive rents. *See NYC Admin. Code §§ 26-501 and 26-502.*

35. The RSL prohibits owners from charging or collecting “any rent in excess of the . . . legal regulated rent.” NYC Admin. Code § 26-512(a); 9 N.Y.C.R.R. § 2525.1. Indeed, the Rent Stabilization Code (hereinafter, “RSC”) § 2525.1(a) states that “[i]t shall be unlawful, regardless of any contract, lease or other obligation . . . entered into, for any person to demand or receive any rent for any housing accommodation in excess of the legal regulated rent, or otherwise to do or omit to do any act, in violation of any regulation, order or requirement under the RSL or this Code . . .”.

36. An owner must offer rent-stabilized tenants a proper rent-stabilized lease at the appropriate legal regulated rent and a rider in a form promulgated or approved by the HCR. *See* 9 N.Y.C.R.R. §§ 2522.5 and 2523.5.

37. Section 2525.3(d) of the RSC provides that “[n]o owner or other person shall engage in any practice, including, but not limited to, illusive or collusive rental practices which deprive a tenant in possession of his or her rights under this Code.”

38. The law is clear that rent-stabilized tenants do not waive their right to pay the proper legal regulated rent by signing a lease that charged them significantly more per month. *See* 9 N.Y.C.R.R. § 2520.13.

39. Additionally, the owner is required to register the rent-stabilized apartment with HCR. *See* 9 N.Y.C.R.R. § 2528. HCR does not verify these registrations and sets out a disclaimer on each page of the registrations: “THIS DOCUMENT MERELY REPORTS THE STATEMENTS MADE BY THE OWNER IN THE REGISTRATIONS FILED BY SUCH OWNER . . . [HCR] DOES NOT ATTEST TO THE TRUTHFULNESS OF THE OWNER’S STATEMENTS OR THE LEGALITY OF THE RENTS REPORTED IN THIS DOCUMENT.” An owner’s failure to properly and timely file the annual rent registration statement results in the

rent being frozen at the legal regulated rent in effect on the date of the last preceding registration statement. *See* NYC Admin. Code § 26-517.

40. The RSC further provides that an owner who has knowingly violated any provision of the code or the RSL may be assessed an additional penalty of up to \$250 for each such violation. 9 N.Y.C.R.R. § 2526.2(b).

41. If an owner has been found to have collected a rent higher than the proper legal regulated rent, “the owner . . . shall be liable to the tenant for a penalty equal to three times the amount of such overcharge.” NYC Admin. Code § 26-516. The Housing Stability and Tenant Protection Act of 2019 (hereinafter “HSTPA”) extended the four-year statute of limitations on overcharge claims to six years. The HSTPA effectively amended the CPLR to allow tenants to file an overcharge complaint at any time and to collect overcharge penalties or damages from the owner for a period of six years before the complaint is filed. *See* § CPLR 213-a.

42. In a rent overcharge proceeding, it is the owner’s burden to prove, by a preponderance of the evidence, that the overcharge was not willful. *See* NYC Admin. Code § 26-516(a). RSL Section 26-516(a) also provides that an owner found to have overcharged may also be liable for the reasonable costs and attorneys’ fees of the proceeding and interest from the date of the overcharge at the rate payable on a judgment pursuant to CPLR § 5004.

Permissible Rent Increases

43. RSC Section 2522.8(a) and guidelines promulgated by the Rent Guidelines Board (hereinafter, the “RGB”) clearly prescribe the legal rent increases that owners are allowed to take. For rent-stabilized tenants who are already in possession, the maximum rent that can be charged for a one- or two-year lease is set administratively by the RGB. *See* 9 N.Y.C.R.R. § 2522.5(b)(1).

44. Prior to the passage of the HSTPA, owners were entitled to certain rent guideline board increases for annual or bi-annual renewal leases. Additionally, owners were statutorily entitled certain increases during a vacancy period. As such, between the rent acts of 1997 and the passage of the HSTPA owners were entitled to a “vacancy increase” of 20% for a two year vacancy lease, or a “vacancy increase” of 20% less the two-year renewal lease and one-year renewal lease guidelines promulgated by the RGB. *See* 9 N.Y.C.R.R. § 2522.8(a) (pre-HSTPA version). If more than eight years had passed since the last vacancy increase, owners were also permitted to collect an additional “longevity bonus.” The longevity bonus was an additional vacancy increase equal to 0.6% for each year since the last vacancy increase. *See* 9 N.Y.C.R.R. § 2522.8(a)(ii) (pre-HSTPA version).

45. In addition to a “vacancy increase,” owners were entitled to increases for Individual Apartment Improvements (IAIs) at a rate of 1/40th the cost of incurred or after September 24, 2011 for buildings with less than 35 units, and 1/60th the cost incurred for buildings with more than 35 units. *See* 9 N.Y.C.R.R. § 2522.4(a)(1) (pre-HSTPA version) and NYC Admin. Code § 26-511(c)(13) (pre-HSTPA version).

46. Following the passage of the HSTPA, owners are no longer permitted to collect vacancy increases or longevity bonuses. *See* NYC Admin. Code § 26-510(j). The HSTPA further limits allowable IAIs to 1/168th for buildings with less than 35 units and 1/180th for buildings with more than 35 units. *See* NYC Admin. Code §§ 26-511 and 26-405.1. Owners are further capped at an \$89 IAI increase for buildings with fewer than 35 units and \$83 IAI increase for buildings with more than 35 units.

Rent Reduction Orders

47. RSC Section 2523.4(a) and RSL Section 26-514 allow a tenant to apply for a reduction of the legal regulated rent to the level in effect prior to the most recent guidelines adjustment based on a reduction of services, either building-wide or in an individual apartment. Subparagraph (e) delineates a number of de minimis conditions which will not result in a reduction of rent, ensuring that only serious reductions in services will result in a reduction of the legal rent.

48. A rent reduction order issued by HCR reduces the rent for the period for which it is found that the owner has failed to maintain services and bars the owner from applying for or collecting any further increases in rent until such services are restored or no longer required pursuant to an order of HCR. *See* 9 N.Y.C.R.R. §§ 2520.6(r) and 2523.4.

STATEMENT OF FACTS**OWNERSHIP OF THE PREMISES**

49. Defendant Rikud Realty is the owner of 1074 Eastern Parkway according to the publicly available deed dated June 15, 1972. Defendant Rubin Dukler is the registered head officer of Rikud Realty Inc. However, Mr. Dukler has disavowed ownership of the subject premises and, upon information and belief, Defendant IHG has beneficial ownership or some other controlling ownership interest in Rikud Realty and/or the subject building.

50. During a meeting in the beginning of 2018, where certain of the Plaintiffs were present, Defendant Dukler announced that he sold the property in or around January 2018. Around January 2018 is also when tenants received notices instructing them to mail their rent to 459 Columbus Ave, Suite 700, New York, NY 10024, the principal place of business for Defendant IHG. Around this time, upon information and belief, Defendant Chayim

Kirschenbaum, a member of Defendant IHG, visited 1074 Eastern Parkway and spoke to tenants about conditions in the building. Defendants Chayim Kirschenbaum and Shay Hart, also a member of IHG and the building's registered managing agent, have since confirmed to certain of the Plaintiffs and a community organizer that Defendant IHG had acquired ownership of the building.

51. Since then, Defendant IHG has operated as though it is the sole owner and arbitrator of any decisions related to the premises. In fact, certain of the Plaintiffs brought a group Housing Part action in Kings County Civil Court related to dangerous and hazardous conditions in four buildings previously owned by Mr. Dukler—three owned by Rikud Realty, including the subject premises, and one owned by a separate entity. Mr. Dukler and his counsel refused to take any responsibility over the Rikud Realty properties; conversely, IHG and its counsel only took responsibility for the Rikud Realty properties and made clear they were not representing Mr. Dukler.

52. Further, IHG's agents, including Defendants Kirschenbaum and Hart, have met with city agencies to attempt to implement city programs that incentivize maintaining habitable properties by offering monetary gains to landlords. Defendant Kirschenbaum has even represented he owns the building to an attorney with the New York City Commission on Human Rights in relation to a reasonable accommodation case involving Plaintiff Nadine Dor. Even more, members of IHG have appeared on behalf of Rikud Realty in civil summary proceedings.

DEFENDANTS' UNLAWFUL CONDUCT

HCR 2002 Rent Reduction Order

53. HCR issued rent reduction order QC 230005B against Defendant Rikud Realty, copying Defendant Dukler, on October 9, 2002 (hereinafter, the "2002 Rent Reduction Order")

based on a number of decreased services in the public areas of the building. The order covers rent controlled and rent stabilized tenants alike in thirty of the thirty-one residential units in the subject building, including all but one of the twenty-two Plaintiffs. The order clearly states that:

[T]he legal regulated rent is reduced to the level in effect prior to the most recent guidelines increase for the tenants lease which commenced before the effective date of this order . . . [N]o other rent increases may be collected after the effective date of this rent reduction order, 05/01/2002, until an order is issued restoring the rent.

The 2002 Rent Reduction Order further directed Defendant Rikud Realty to refund to tenants all amounts collected in excess of the reduced rent from May to October 2002, and to restore all services within thirty days of the issuance date of the order.

54. Upon information and belief, Defendants have not sought nor have they received an order from HCR restoring the rent and lifting the 2002 Rent Reduction Order. Plaintiffs submitted a FOIL request to HCR seeking any requests or orders related to the 2002 Rent Reduction Order, but all that was returned in response was the 2002 Rent Reduction Order itself. Defendants are also required to produce documents related to the 2002 Rent Reduction Order in the context of proceedings in the Kings County Civil Court, and Defendants have failed to produce any document reflecting a restoration from HCR or to represent that they have sought or obtained any such restoration from HCR.

55. Nevertheless, Defendants have charged and collected—and continue to charge and collect—amounts greater than the legal regulated rent in effect prior to May 1, 2002 (hereinafter, the “Frozen Rent Amount”) from Plaintiffs in direct violation of the 2002 Rent Reduction Order for nearly two decades.

Improper and Untimely HCR Registrations

56. For nearly a decade or longer, Defendants Rikud Realty and Dukler engaged in a concerted pattern of fraudulently registering with HCR illusory tenants and fictitious leases, along with corresponding vacancy and other unlawful increases, designed to inflate the legal regulated rent registered for each unit by hundreds of dollars. For example, Plaintiffs have received from Defendants lease documentation for one apartment—Apartment 28—that confirms Defendants failed to accurately register a single lease since at least 2003 and registered five successive fictitious tenants and leases from 2011 to 2016. The pervasive and brazen nature of these irregularities across the rent registration histories of each unit in the building demonstrate an extremely detailed scheme to unlawfully inflate the rent roll of the building and defraud Plaintiffs and HCR. Defendants went so far as to amend each of the apartment registrations in 2003 and 2004 after, upon information and belief, a court-appointed administrator had temporarily taken control of the building and likely filed registrations in compliance with the law.

57. When Defendants IHG and its members took over the ownership and management of the subject building on or about early 2018, upon information and belief, they recognized, or should have recognized, the widespread improprieties in the rent registrations filed by Defendants Rikud Realty and Dukler from a review of the lease history for each unit. Instead of then acting to correct course in compliance with the law, Defendant IHG has continued to conceal this fraud in several ways, including, but not limited to, by failing to file any registrations with HCR for the years 2017, 2018, and 2019.

58. As explained further below, each of Plaintiff's HCR rent registration histories is riddled with inaccuracies and do not reflect the actual leases executed between the parties, in

some instances for decades. Many of the Plaintiffs are not in possession of the majority of their leases, nor do they have access to the leases of previous tenants of their apartments. Nothing short of an extensive and detailed review of the leases actually executed by the tenants of each unit can uncover the full scope of Defendants' fraud.

59. Defendants are thus prohibited pursuant to the rent laws from collecting anything above the last properly and timely registration, even should the 2002 Rent Reduction Order be lifted going forward, and Defendants should be required to file late registrations for 2017-2019 and take steps to amend and/or correct the remainder of the fraudulent history.

Unlawful Initial and/or Renewal Leases

60. In addition to fraud reflected on the HCR rent registration histories, Defendants have taken improper increases in violation of the rent laws, or otherwise failed to provide Plaintiffs with proper initial and/or renewal leases.

61. Where such analysis is currently possible based on available leases or from the face of the HCR rent registration history, known details of lease improprieties for a particular Plaintiff is included below. However, the absence of such discussion does not mean that the legal regulated rent reflected on Plaintiff's lease is lawful; rather, it means that Defendants first must produce documentation based on the numerous indicia of fraud across the rent registrations individually and collectively before this Court and Plaintiffs can make a determination of the proper legal regulated rent for each unit.

STATEMENT OF FACTS AS TO INDIVIDUAL PLAINTIFFS**GARCIA WATSON**

62. Plaintiff Garcia Watson is the rent-stabilized tenant of record of Apartment 28.

She has resided continuously in the subject apartment since she moved into the apartment in August of 2016.

HCR 2002 Rent Reduction Order

63. Ms. Watson's apartment is subject to the 2002 Rent Reduction Order, which prohibits Defendants from collecting from Ms. Watson any rent above the Frozen Rent Amount for Apartment 28. According to the HCR rent registration for Apartment 28, Defendants registered a legal regulated rent of \$404.79 in 2001.

64. Defendants offered or delivered to Ms. Watson an initial lease, and subsequent renewal leases, based on increases in the rent since 2002. The most recent lease executed by Ms. Watson was for a two-year term of August 10, 2017 to August 9, 2019 at a monthly rent of \$1,326.00, an amount \$921.21 per month above rent registered in 2001.

65. Defendants sent Ms. Watson monthly rent bills demanding illegal rents, notwithstanding the 2002 Rent Reduction Order freezing the rent, or otherwise demanded these illegal rents as reflected in the renewal leases. Ms. Watson paid the full amount demanded in the rent bills and leases.

66. As Defendants have failed to lift the 2002 Rent Reduction Order to date, Defendants illegally and willfully collected from Ms. Watson rents in excess of the Frozen Rent Amount. Accordingly, Defendants have overcharged Ms. Watson thousands of dollars and Ms. Watson is entitled to a refund of those amounts in addition to treble damages.

Improper and Untimely HCR Registrations

67. Ms. Watson moved into Apartment 28 in August 2016, and her tenancy does not appear on the HCR rent registration history because Defendants have failed to file any registrations with HCR for 2017 to 2019.

68. However, the rent registration history prior to the commencement of Ms. Watson's tenancy reflects decades of fraudulent information. Defendants have produced some limited lease documentation related to Ms. Watson's apartment pursuant to a court order in a summary nonpayment proceeding in the Kings County Civil Court.¹ A comparison between these leases and the rent registration for Ms. Watson's apartment very clearly demonstrate fraud:

EXECUTED LEASES			RENT REGISTRATION		
Tenant	Lease Term	Rent	Tenant	Lease Term	Rent
F. Duroseau	02/01/03-01/31/05	\$420.98	F. Duroseau	08/01/03-07/31/05	\$461.26
F. Duroseau	02/01/05-01/31/07	\$448.34	F. Duroseau	08/01/05-07/31/07	\$486.63
F. Duroseau	02/01/07-01/31/09	\$480.84	F. Duroseau	08/01/07-07/31/09	\$541.61
F. Duroseau	02/01/09-01/31/11	\$521.71	F. Duroseau	08/01/09-07/31/11	\$558.35
F. Duroseau	02/01/11-01/31/13	\$545.19	David Sholins	12/01/10-11/30/12	\$693.60
Dawna Denis	03/01/13-02/28/14	\$1,000.00	Harry Johnson	01/01/12-12/31/13	\$677.68
Dawna Denis	03/01/14-02/28/15	\$1,060.80	Ericka Hansen	06/01/12-05/31/14	\$840.00
Dawna Denis	03/01/15-02/28/17	\$1,089.97	Dominick Calgury	06/01/13-05/31/15	\$1,008.00
Garcia Watson	08/10/16-08/09/17	\$1,300.00	Bernie Pariss	05/01/14-04/30/16	\$1,219.68
Garcia Watson	08/10/17-08/09/19	\$1,360.00			

69. Further, the lease executed by Fernande Duroseau in 2003 was offered and counter-executed by Peter Nakos, a 7A Administrator presumably appointed by a court. On that

¹ *Rikud Realty Inc. v. Garcia Watson*, Index No. L&T 58120/2019-KI (commenced Mar. 4, 2019). The petition states that Defendant Rikud Realty's address is 459 Columbus Avenue, #700, New York, NY 10024. Members of Defendant IHG, including Defendant Shay Hart, appeared in court on behalf of Rikud Realty and represented themselves as the landlord.

lease by his signature, Mr. Duroseau wrote: "This is the first lease I receive [sic] from the landlord for the last 8 years." Defendants failed to produce any leases for Mr. Duroseau prior to 2003 despite the court order requiring production prior to that date, and yet the HCR rent registration history reflects registration of lease renewals and increases in each year from 1995 through 2003. Additionally, instead of registering Dawna Denis's tenancy, Defendants register **five** fictitious tenants, along with corresponding fictitious lease terms and rent increases.

70. Therefore, it is beyond dispute that Defendants have failed to accurately register any of the leases executed between Defendants and the tenant of record for any particular year starting at least in 2003, if not earlier. Defendants are thus prohibited from collecting anything above the last properly and timely registration, whenever Defendants can demonstrate that may have been, even should the 2002 Rent Reduction Order be lifted, and Defendants should be required to file late registrations for 2017-2019 and take steps to amend and/or correct the remainder of the fraudulent history.

Unlawful Initial and/or Renewal Leases

71. Based on a review of over a decade of lease documentation, Ms. Watson's initial lease amount of \$1,300.00 in 2016 and her renewal leases thereafter reflects unlawful overcharge. Mr. Duroseau's last lease in 2011, assuming arguendo that it is proper, reflects a rent of \$545.19. Even accounting for lawful vacancy and longevity increases, Ms. Denis' initial rent of \$1,000.00 is unlawful and unreliable, making any rent thereafter calculated for Ms. Watson unlawful and unreliable. Therefore, a determination of the proper legal regulated rent for Ms. Watson is required.

DAWNA DENIS

72. Plaintiff Dawna Denis was the rent-stabilized tenant of record of Apartment 28 from February of 2012 through July of 2016, residing in the apartment prior to Plaintiff Watson. During that time, Ms. Denis resided continuously in the subject apartment.

HCR 2002 Rent Reduction Order

73. Ms. Denis' apartment is subject to the 2002 Rent Reduction Order, which prohibited Defendants from collecting from Ms. Denis any rent above the Frozen Rent Amount for Apartment 28. According to the HCR rent registration for Apartment 28, Defendants registered a legal regulated rent of \$404.79 in 2001.

74. Defendants offered or delivered to Ms. Denis an initial lease, and subsequent renewal leases, based on increases in the rent since 2002. The final lease executed by Ms. Denis was for a two-year term of March 1, 2015 to February 28, 2017 at a monthly rent of \$1,089.97, an amount \$685.18 per month above rent registered in 2001.

75. Defendants sent Ms. Denis monthly rent bills demanding illegal rents, notwithstanding the 2002 Rent Reduction Order freezing the rent, or otherwise demanded these illegal rents as reflected in the renewal leases. Ms. Denis paid the full amount demanded in the rent bills and leases.

76. As Defendants have failed to lift the 2002 Rent Reduction Order to date, Defendants illegally and willfully collected from Ms. Denis rents in excess of the Frozen Rent Amount. Accordingly, Defendants have overcharged Ms. Denis thousands of dollars and Ms. Denis is entitled to a refund of those amounts in addition to treble damages.

Improper and Untimely HCR Registrations

77. The improprieties of the rent registration history for Apartment 28 is described in detail above in paragraphs 67-70.

Unlawful Initial and/or Renewal Leases

78. After vacating Apartment 28 in 2016, Ms. Denis requested and inspected her rent history. The examination showed that Defendants never registered Ms. Denis as a tenant despite her status as tenant or record from February of 2012 through July of 2016, and that the prior tenant had a registered rent of \$558.35. Ms. Denis thereafter filed a complaint with HCR on March 28, 2018² alleging that her initial rent of \$1,000 was an unlawful overcharge, putting Defendants on notice of her overcharge claims. On December 9, 2019, Ms. Denis withdrew her application with HCR, terminating her claims in that forum.

MONICA FORTUNE

79. Plaintiff Monica Fortune is the rent-stabilized tenant of record living in Apartment 23. She initially moved into Apartment 22 in or around 2000, and then she relocated to Apartment 23 in October of 2010. As Ms. Fortune has continuously resided in Apartment 23 during the relevant statute of limitation period, the allegations below will relate only to Apartment 23.

HCR 2002 Rent Reduction Order

80. Ms. Fortune's apartment is subject to the 2002 Rent Reduction Order, which prohibits Defendants from collecting from Ms. Fortune any rent above the Frozen Rent Amount for Apartments 23. According to the HCR rent registration for Apartment 23, Defendants registered a legal regulated rent of \$683.57 in 2001.

² Docket No. GP210025R. HCR sent both Defendants Rikud Realty and Dukler a Notice and Transmittal of Tenant's Complaint of a Rent Overcharge on April 18, 2018.

81. Defendants offered or delivered to Ms. Fortune an initial lease, and subsequent renewal leases, based on increases in the rent since 2002. The most recent lease executed by Ms. Fortune is for a two-year term of November 1, 2018 to October 31, 2020 at a monthly rent of \$1,513.39, an amount \$829.82 per month above the rent registered in 2001.

82. Defendants sent Ms. Fortune monthly rent bills demanding illegal rents, notwithstanding the 2002 Rent Reduction Order freezing the rent, or otherwise demanded these illegal rents as reflected in the renewal leases. Ms. Fortune paid the full amount demanded in the rent bills and leases.

83. As Defendants have failed to lift the 2002 Rent Reduction Order to date, Defendants illegally and willfully collected from Ms. Fortune rents in excess of the Frozen Rent Amount. Accordingly, Defendants have overcharged Ms. Fortune thousands of dollars and Ms. Fortune is entitled to a refund of those amounts in addition to treble damages.

Improper and Untimely HCR Registrations

84. Upon information and belief, based on Defendants' fraudulent pattern and practice, the veracity of the registration for Apartment 23 is suspect. Prior to registering Ms. Fortune in 2011 and after the vacatur of the alleged prior long-term tenant Tyronne Noel, Defendants registered two seemingly fictitious tenants, Stuart Brond and Denise Francis, along with successive vacancy increases. Further, the leases registered for Ms. Fortune from 2012 to 2016 cannot possibly reflect the leases that she executed. Ms. Fortune's initial lease in 2010 was for a two-year term, expiring on September 30, 2012. The following renewal term, Defendants would have only been entitled to a 4% increase on a two-year term. However, Defendants registered Ms. Fortune's initial lease as a one-year lease, and then registered a subsequent two-year lease commencing in 2011 with a 7.5% increase. Further, Defendants register a rent

increase from \$1,563.72 to \$1,594.99 in 2016 based on a one-year renewal lease commencing in November 2015; the allowable RGB increase for a one-year renewal at that time was 0%. Further, Ms. Fortune's current lease through 2020 reflects a monthly rent of \$1,513.39, less than the \$1,594.99 registered in 2016.³

85. Defendants have since failed to file any registrations with HCR for 2017 to 2019.

86. Therefore, Defendants are prohibited from collecting anything above the last properly and timely registration, whenever Defendants can demonstrate that may have been, even should the 2002 Rent Reduction Order be lifted, and Defendants should be required to file late registrations for 2017-2019 and take steps to amend and/or correct the remainder of the fraudulent history.

Unlawful Initial and/or Renewal Leases

87. Based on the two dubious successive vacancy increases registered in 2008 and 2010 noted above and possible greater fraud previous to 2007 based on Defendants' pattern and practice, Ms. Fortune's initial rent of \$1,350.00 is likely an unlawful overcharge that will not be supported by the lease history for Apartment 23. Therefore, a determination of the proper legal regulated rent for Ms. Fortune is required.

ANITA FOXE

88. Plaintiff Anita Foxe is the rent-stabilized tenant of record of Apartment 24. She has resided continuously in the subject apartment since she moved into the apartment in 2001.

³ Defendant Rikud Realty agreed to produce documents related to Apartment 23 from 1984 to present in a pending summary nonpayment proceeding in Kings County Civil Court. See *Rikud Realty Inc. v. Monica Fortune*, Index No. L&T 58125/2019-KI (commenced Mar. 4, 2019). To date, Defendant has not produced any documents.

HCR 2002 Rent Reduction Order

89. Ms. Foxe's apartment is subject to the 2002 Rent Reduction Order, which prohibits Defendants from collecting from Ms. Foxe any rent above the Frozen Rent Amount for Apartment 24. According to the HCR rent registration for Apartment 24, Defendants registered a legal regulated rent of \$633.46 in 2001.

90. Defendants offered or delivered to Ms. Foxe an initial lease, and subsequent renewal leases, based on increases in the rent since 2002. The most recent lease executed by Ms. Foxe is for a two-year term of May 1, 2019 to April 30, 2021 at a monthly rent of \$940.51, an amount \$307.05 per month above the rent registered in 2001.

91. Defendants sent Ms. Foxe monthly rent bills demanding illegal rents, notwithstanding the 2002 Rent Reduction Order freezing the rent, or otherwise demanded these illegal rents as reflected in the renewal leases. Ms. Foxe paid the full amount demanded in the rent bills and leases.

92. As Defendants have failed to lift the 2002 Rent Reduction Order to date, Defendants illegally and willfully collected from Ms. Foxe rents in excess of the Frozen Rent Amount. Accordingly, Defendants have overcharged Ms. Foxe thousands of dollars and Ms. Foxe is entitled to a refund of those amounts in addition to treble damages.

Improper and Untimely HCR Registrations

93. For years, Defendants registered fictitious leases with HCR that do not match the lease terms or monthly rent executed between Ms. Foxe and Defendants. For example, Ms. Foxe's lease from May 1, 2004 to April 30, 2006 had a monthly rent of \$680.96, but Defendants registered a higher legal regulated rent of \$741.75 with a lease term from July 2003 to June 2005. Ms. Foxe's lease from May 1, 2006 to April 30, 2008 had a monthly rent of \$718.41, but

Defendants registered a higher legal regulated rent of \$782.55 with a lease term from July 2005 to June 2007.

94. After the registered rent reached a high of \$881.34 in 2011, Defendants then registered a lesser amount in 2012 of \$805.30, which in fact reflects the rent from Ms. Foxe's lease from May 1, 2010 through April 30, 2012. However, Defendants were unable to refrain from reverting to their fraud, registering two successive two-year renewal leases for Ms. Foxe for 2012-2014 and 2014-2016 at fictitious rent amounts when in fact Ms. Foxe executed two successive one-year renewal leases for 2012-2013 and 2013-2014.

95. Defendants have failed to file any registrations with HCR for 2017 to 2019.

96. Therefore, Defendants are prohibited from collecting anything above the last properly and timely registration, whenever Defendants can demonstrate that may have been, even should the 2002 Rent Reduction Order be lifted, and Defendants should be required to file late registrations for 2017-2019 and take steps to amend and/or correct the remainder of the fraudulent history.

JANICE COLEMAN

97. Plaintiff Janice Coleman is the rent-stabilized tenant of record of Apartment 26. She has resided continuously in the subject apartment since April 2015.

HCR 2002 Rent Reduction Order

98. Ms. Coleman's apartment is subject to the 2002 Rent Reduction Order, which prohibits Defendants from collecting from Ms. Coleman any rent above the Frozen Rent Amount for Apartment 26. According to the HCR rent registration for Apartment 26, Defendants registered a legal regulated rent of \$538.47 in 2001.

99. Defendants offered or delivered to Ms. Coleman an initial lease, and subsequent renewal leases, based on increases in the rent since 2002. Ms. Coleman's most recent renewal lease offer, effective through April 15, 2020 with a two-year term, is at a monthly rent of \$1,352.52, an amount \$814.05 per month above the rent registered in 2001.

100. Defendants sent Ms. Coleman monthly rent bills demanding illegal rents, notwithstanding the 2002 Rent Reduction Order freezing the rent, or otherwise demanded these illegal rents as reflected in the renewal leases. Ms. Coleman paid the full amount demanded in the rent bills and leases.

101. As Defendants have failed to lift the 2002 Rent Reduction Order to date, Defendants illegally and willfully collected from Ms. Coleman rents in excess of the Frozen Rent Amount. Accordingly, Defendants have overcharged Ms. Coleman thousands of dollars and Ms. Coleman is entitled to a refund of those amounts in addition to treble damages.

Improper and Untimely HCR Registrations

102. Defendants registered at least one fictitious tenant, Jan Pippin, in 2015 and 2016 despite Ms. Coleman having lived there since April 2015. Upon information and belief, based on Defendants' fraudulent pattern and practice, the veracity of the registration is suspect and prior tenants and leases registered by Defendants are likely fictitious. This belief is further supported by Defendants registering a rent of \$1,388.27 for a lease term ending in 2016 despite Ms. Coleman's current lease (effective through 2020) reflecting a lesser rent of \$1,352.52.

103. Defendants have failed to file any registrations with HCR for 2017 to 2019.

104. Therefore, Defendants are prohibited from collecting anything above the last properly and timely registration, whenever Defendants can demonstrate that may have been, even should the 2002 Rent Reduction Order be lifted, and Defendants should be required to file

late registrations for 2017-2019 and take steps to amend and/or correct the remainder of the fraudulent history.

VIOLA BIBINS

105. Plaintiff Viola Bibins is the rent-stabilized tenant of record of Apartment 27. She has resided continuously in the subject apartment since in or around 1982.

HCR 2002 Rent Reduction Order

106. Ms. Bibins' is subject to the 2002 Rent Reduction Order, which prohibits Defendants from collecting from Ms. Bibins any rent above the Frozen Rent Amount for Apartment 27. According to the HCR rent registration for Apartment 27, Defendants registered a legal regulated rent of \$544.63 in 2001.

107. Defendants offered or delivered to Ms. Bibins renewal leases based on increases in the rent since 2002. The most recent lease executed by Ms. Bibins is for a term of November 10, 2018 through November 9, 2020 at a monthly rent of \$878.42, an amount \$333.79 per month above the rent registered in 2001.

108. Defendants sent Ms. Bibins monthly rent bills demanding illegal rents, notwithstanding the 2002 Rent Reduction Order freezing the rent, or otherwise demanded these illegal rents as reflected in the renewal leases. Ms. Bibins paid the full amount demanded in the rent bills and leases.

109. As Defendants have failed to lift the 2002 Rent Reduction Order to date, Defendants illegally and willfully collected from Ms. Bibins rents in excess of the Frozen Rent Amount. Accordingly, Defendants have overcharged Ms. Bibins thousands of dollars and Ms. Bibins is entitled to a refund of those amounts in addition to treble damages.

Improper and Untimely HCR Registrations

110. Defendants accurately registered Ms. Bibins lease from November 10, 2009 to November 9, 2011 at a rent amount of \$753.46 in 2011, and thereafter register a series of fictitious leases. A comparison between the leases executed by Ms. Bibins against the leases registered by Defendants makes the fraud clear:

<u>Lease Term</u>	<u>Lease Rent</u>	<u>Registered Term</u>	<u>Registered Rent</u>
11/09-11/11	\$753.46	11/09-11/11	\$753.46
11/11-11/12	\$781.71	11/11-11/13	\$809.87
11/12-11/14	\$821.71	11/13-11/15	\$872.74
11/14-11/16	\$844.31	11/15-11/17	\$890.19
11/18-11/20	\$878.42	Not registered	Not registered

111. Defendants have failed to file any registrations with HCR for 2017 to 2019.

112. Therefore, Defendants are prohibited from collecting anything above the last properly and timely registration, even should the 2002 Rent Reduction Order be lifted, and Defendants should be required to file late registrations for 2017-2019 and take steps to amend and/or correct the remainder of the fraudulent history.

VENETTA NOEL

113. Plaintiff Venetta Noel is the rent-stabilized tenant of record of Apartment 7. She has resided continuously in the subject apartment since in or around 1982.

HCR 2002 Rent Reduction Order

114. Ms. Noel's apartment is subject to the 2002 Rent Reduction Order, which prohibits Defendants from collecting from Ms. Noel any rent above the Frozen Rent Amount for Apartment 7. According to the HCR rent registration for Apartment 7, Defendants registered a legal regulated rent of \$568.07 in 2001.

115. Defendants offered or delivered to Ms. Noel renewal leases with increases in the rent since 2002. Ms. Noel's most recent lease is for a term of May 1, 2018 through April 30, 2020 at a monthly rent of \$931.63, an amount \$363.56 per month above the rent registered in 2001.

116. Defendants sent Ms. Noel monthly rent bills demanding illegal rents, notwithstanding the 2002 Rent Reduction Order freezing the rent, or otherwise demanded these illegal rents as reflected in the renewal leases. Ms. Noel paid the full amount demanded in the rent bills and leases.

117. As Defendants have failed to lift the 2002 Rent Reduction Order to date, Defendants illegally and willfully collected from Ms. Noel rents in excess of the Frozen Rent Amount. Accordingly, Defendants have overcharged Ms. Noel thousands of dollars and Ms. Noel is entitled to a refund of those amounts in addition to treble damages.

Improper and Untimely HCR Registrations

118. Although Ms. Noel has been the continuous tenant of record in Apartment 7 since about 1982, Defendants registered fictitious leases for an illusory tenant, Owen Hill, from 1993 through 1994, unlawfully registering a vacancy increase and increasing the legal regulated rent from \$460.83 up to \$650.00. Defendants later re-registered Ms. Noel as the tenant of record and reduced the rent. However, Defendants subsequently registered leases and rents that do not reflect the leases signed by Ms. Noel. Her lease from 2004-2006 reflected a rent of \$655.21, whereas Defendants registered a lease for 2003-2005 with a rent of \$659.99. Then later, for the term of 2012-2014, Defendants register Ms. Noel's rent as \$805.85, less than the \$831.04 on Ms. Noel's lease.

119. Defendants have failed to file any registrations with HCR for 2017 to 2019.

120. Therefore, Defendants are prohibited from collecting anything above the last properly and timely registration, whenever Defendants can demonstrate that may have been, even should the 2002 Rent Reduction Order be lifted, and Defendants should be required to file late registrations for 2017-2019 and take steps to amend and/or correct the remainder of the fraudulent history.

GEMMA CHRISTMAS

121. Plaintiff Gemma Christmas is the rent-stabilized tenant of record of Apartment 34. She has resided continuously in the subject apartment since she moved into the apartment in March of 2001. Ms. Christmas obtained rental assistance from the Senior Citizens Rent Increase Exemption program (hereinafter, "SCRIE") in 2014, and her portion of the rent has been frozen at \$881.67 since that time.

HCR 2002 Rent Reduction Order

122. Ms. Christmas' apartment is subject to the 2002 Rent Reduction Order, which prohibits Defendants from collecting from Ms. Christmas any rent above the Frozen Rent Amount for Apartment 34. According to the HCR rent registration for Apartment 34, Defendants registered a prior legal regulated rent of \$425.92 in 2001.

123. Defendants offered or delivered to Ms. Christmas renewal leases with increases in the rent since 2002. Ms. Christmas' most recent lease is for a term of September 1, 2018 to August 31, 2020 at a monthly rent of \$988.38, an amount \$562.46 per month above the rent registered in 2001.

124. Defendants sent Ms. Christmas monthly rent bills demanding illegal rents, notwithstanding the 2002 Rent Reduction Order freezing the rent, or otherwise demanded these illegal rents as reflected in the renewal leases. Ms. Christmas paid the full amount demanded in

the rent bills and leases until she obtained SCRIE; thereafter she paid her portion of \$881.67 and Defendants collected a tax credit from New York City for the remaining portion of her monthly rent.

125. As Defendants have failed to lift the 2002 Rent Reduction Order to date, Defendants illegally and willfully collected from Ms. Christmas rents in excess of the Frozen Rent Amount. Accordingly, Defendants have overcharged Ms. Christmas thousands of dollars and Ms. Christmas is entitled to a refund of those amounts in addition to treble damages.

Improper and Untimely HCR Registrations

126. Although Ms. Christmas has continuously been the tenant of record in Apartment 34 since 2001, Defendants registered two fictitious tenants, Rodriguez in 2001 and M. Fleming in 2002, unlawfully registering two successive vacancy increase and increasing the legal regulated rent from \$340.77 to \$650.36. It was not until 2011 when Defendants first registered Ms. Christmas as a tenant with a rent of \$822.07 following another fabricated vacancy increase. From 2002 to 2010, none of the leases registered with HCR match the actual tenant of record, the lease terms, or contain the same legal regulated rents as the ones offered to and executed by Ms. Christmas.

127. From 2011 through 2014, Defendants registered Ms. Christmas as the tenant of record in Apartment 34, and then inexplicably registered yet another fictitious tenant, Lucy Jameer, in 2015, again with a corresponding vacancy increase and augmenting the legal regulated rent from \$854.95 to \$1,034.49. Defendants continued to register a fictitious lease for Lucy Jameer in 2016 with a rent of \$1,055.18, despite Ms. Christmas' current lease reflecting a rent of \$988.38.

128. Defendants have failed to file any registrations with HCR for 2017 to 2019.

129. Therefore, Defendants are prohibited from collecting anything above the last properly and timely registration, whenever Defendants can demonstrate that may have been, even should the 2002 Rent Reduction Order be lifted, and Defendants should be required to file late registrations for 2017-2019 and take steps to amend and/or correct the remainder of the fraudulent history.

Unlawful Initial and/or Renewal Leases

130. Upon information and belief, based on Defendants' pattern and practice of fraud, the veracity of the registration is suspect. The last tenant of record prior to Ms. Christmas was S. Pauleus, registered with a rent amount of \$340.77. Therefore, Ms. Christmas' initial 2002 lease of \$650.00 reflects a significant overcharge. In addition, even if the tenant registered in 2001, Rodriguez, in fact existed, the rent registered of \$425.92 reflects an overcharge as well, accounting for vacancy and longevity increases. Either way, Defendants have overcharged Ms. Christmas from the inception of her tenancy.

131. Therefore, a determination of the proper legal regulated rent for Ms. Christmas is required.

EUGENIA BURROWS

132. Plaintiff Eugenia Burrows is the rent-stabilized tenant of record of Apartment 5. She has resided continuously in the subject apartment since she moved into the apartment in April of 2001.

HCR 2002 Rent Reduction Order

133. Ms. Burrows' apartment is subject to the 2002 Rent Reduction Order, which prohibits Defendants from collecting from Ms. Burrows any rent above the Frozen Rent Amount

for Apartment 5. According to the HCR rent registration for Apartment 5, Defendants registered a legal regulated rent of \$711.04 in 2001.

134. Defendants offered or delivered to Ms. Burrows renewal leases with increases in the rent since 2002. Ms. Burrows' most recent lease for a term of May 1, 2019 to April 30, 2021 has a monthly rent of \$940.51, an amount \$229.47 per month above the rent registered in 2001.

135. Defendants sent Ms. Burrows monthly rent bills demanding illegal rents, notwithstanding the 2002 Rent Reduction Order freezing the rent, or otherwise demanded these illegal rents as reflected in the renewal leases. Ms. Burrows paid the full amount demanded in the rent bills and leases. Upon information and belief, Defendants additionally alleged and sought illegal amounts from Ms. Burrows in the context of nonpayment summary proceedings in the Kings County Civil Court.

136. As Defendants have failed to lift the 2002 Rent Reduction Order to date, Defendants illegally and willfully collected from Ms. Burrows rents in excess of the Frozen Rent Amount. Accordingly, Defendants have overcharged Ms. Burrows thousands of dollars and Ms. Burrows is entitled to a refund of those amounts in addition to treble damages.

Improper and Untimely HCR Registrations

137. Registrations up to 1993 are missing from Ms. Burrow's rent registration history. Then in 1994, Defendants register an Owen Hill with a lease term commencing in 1992 with a monthly rent amount of \$650.00, despite Defendants also registering an Owen Hill with the same lease term in Plaintiff Noel's Apartment 7. In addition, the first lease in Ms. Burrows' possession is from 2006 reflecting a rent less than \$650.00, making clear that the registrations from 1994 onward are fraudulent.

138. From 2002 to 2012, Defendants registered fictitious leases with HCR with rents far higher than the leases executed between Ms. Burrows and Defendants. For example, Ms. Burrows's lease from August 1, 2006 to July 31, 2008 had a monthly rent of \$636.24, but Defendants registered a higher legal regulated rent of \$925.45 with a lease term from April 1, 2007 to March 31, 2009. Ms. Burrows' lease from August 1, 2008 to July 31, 2010 had a monthly rent of \$672.82, but Defendants registered a higher legal regulated rent of \$1,004.11 with a lease term from April 1, 2009 to March 31, 2011.

139. After the registered rent reached a high of \$1,004.11 in 2011, Defendants then registered a lesser amount in 2012 of \$732.82, which in fact reflects the rent from Ms. Burrows' lease from August 1, 2010 through July 31, 2012. A review of Ms. Burrows leases is required to determine whether the registrations made subsequent 2012 are in fact accurate, or whether Defendants reverted to their fraud as they did otherwise in the building.

140. Defendants have failed to file any registrations with HCR for 2017 to 2019.

141. Therefore, Defendants are prohibited from collecting anything above the last properly and timely registration, whenever Defendants can demonstrate that may have been, even should the 2002 Rent Reduction Order be lifted, and Defendants should be required to file late registrations for 2017-2019 and take steps to amend and/or correct the remainder of the fraudulent history.

GERTRUDE MCLAWRENCE

142. Plaintiff Gertrude McLawrence is the rent-stabilized tenant of record of Apartment 42. She has resided continuously in the subject apartment since she moved into the apartment in 2002.

HCR 2002 Rent Reduction Order

143. Ms. McLawrence's apartment is subject to the 2002 Rent Reduction Order, which prohibits Defendants from collecting from Ms. McLawrence any rent above the Frozen Rent Amount for Apartment 42. According to the HCR rent registration for Apartment 42, Defendants registered a legal regulated rent of \$605.15 in 2001.

144. Defendants offered or delivered to Ms. McLawrence renewal leases with increases in the rent since 2002. Ms. McLawrence's most recent lease is for a term of December 1, 2018 to November 30, 2020 at a monthly rent of \$950.00, an amount \$344.85 per month above the rent registered in 2001.

145. Defendants sent Ms. McLawrence monthly rent bills demanding illegal rents, notwithstanding the 2002 Rent Reduction Order freezing the rent, or otherwise demanded these illegal rents as reflected in the renewal leases. Ms. McLawrence paid the full amount demanded in the rent bills and leases. Defendants additionally sought illegal amounts from Ms. McLawrence in the context of nonpayment summary proceedings in the Kings County Civil Court.

146. As Defendants have failed to lift the 2002 Rent Reduction Order to date, Defendants illegally and willfully collected from Ms. McLawrence rents in excess of the Frozen Rent Amount. Accordingly, Defendants have overcharged Ms. McLawrence thousands of dollars and Ms. McLawrence is entitled to a refund of those amounts in addition to treble damages.

Improper and Untimely HCR Registrations

147. Upon information and belief, based on Defendants' pattern and practice of fraud, the veracity of the registration is suspect. Following the vacatur of the prior long-term tenant D.

Nimbelett, Defendants registered L. Rivera, a likely fictitious tenant, and a corresponding vacancy and improvement increase. Then in 2010, Defendants register a lease for Ms. McLawrence from January 1, 2010 to December 31, 2011 with a rent of \$772.96. Despite Ms. McLawrence's continuous residence in the apartment, Defendants inexplicably register an overlapping lease in 2011, with a term from October 1, 2010 to September 30, 2012 with an increase in the rent to \$840.59.

148. Then in 2013, Defendants registered a fictitious tenant, Barbara Heywood, registering a vacancy increase and increasing the legal regulated rent from \$840.59 up to \$1,037.11. Defendants continued to registered fictitious leases for Barbara Heywood from 2014 through 2016, with legal regulated rents up to \$1,117.48, despite Ms. McLawrence's current lease reflecting a rent of \$950.00.

149. Defendants have since failed to file any registrations with HCR for 2017 to 2019.

150. Therefore, Defendants are prohibited from collecting anything above the last properly and timely registration, whenever Defendants can demonstrate that may have been, even should the 2002 Rent Reduction Order be lifted, and Defendants should be required to file late registrations for 2017-2019 and take steps to amend and/or correct the remainder of the fraudulent history.

Unlawful Initial and/or Renewal Leases

151. Upon information and belief, based on Defendants' pattern and practice of fraud, the veracity of the registration is suspect. The last tenant of record prior to Ms. McLawrence was D. Nimblette, registered with a rent amount of \$395.72 in 2000. Therefore, Ms. McLawrence's initial 2002 rent of \$605.15 reflects a significant overcharge. In addition, even if the tenant registered in 2001, L. Rivera, in fact existed, and their rent was \$425.92, the initial rent of

\$605.15 continues to reflect an overcharge. Either way, Defendants have overcharged Ms. McLawrence from the inception of her tenancy.

152. Furthermore, in 2010, Defendants registered an impermissible 6.5% increase, increasing Ms. McLawrence's rent from \$725.78 to \$772.96 for a one-year lease, when the RGB only permitted a 3% one-year increase. This would have capped Ms. McLawrence's rent in 2010 at \$747.55.

153. The following year in 2011, Defendants registered a two-year lease with a term overlapping the previously registered lease; it would have been unlawful for Defendants to offer Ms. McLawrence a renewal lease in the middle of a lease term and take an additional increase for the same period. Even if Defendants properly offered the two-year lease registered in 2011, the rent increased registered reflects an unlawful 8.7% increase when the RGB only permitted a 4.5% two-year increase.

154. Therefore, a determination of the proper legal regulated rent for Ms. Christmas is required.

AGATHA ANTOINE

155. Plaintiff Agatha Antoine is the rent-stabilized tenant of record of Apartment 41. She has resided continuously in the subject apartment since she moved into the apartment in 1984.

2002 HCR Rent Reduction Order

156. Ms. Antoine's apartment is subject to the 2002 Rent Reduction Order, which prohibits Defendants from collecting from Ms. Antoine any rent above the Frozen Rent Amount for Apartment 41. According to the HCR rent registration for Apartment 41, Defendants registered a legal regulated rent of \$624.67 in 2001.

157. Defendants offered or delivered to Ms. Antoine renewal leases with increases in the rent since 2002. Ms. Antoine's most recent lease is for a term of December 1, 2018 to November 30, 2020 at a monthly rent of \$739.64, an amount \$114.97 per month above the rent registered in 2001.

158. Defendants sent Ms. Antoine monthly rent bills demanding illegal rents, notwithstanding the 2002 Rent Reduction Order freezing the rent, or otherwise demanded these illegal rents as reflected in the renewal leases. Ms. Antoine paid the full amount demanded in the rent bills and leases.

159. As Defendants have failed to lift the 2002 Rent Reduction Order to date, Defendants illegally and willfully collected from Ms. Antoine rents in excess of the Frozen Rent Amount. Accordingly, Defendants have overcharged Ms. Antoine thousands of dollars and Ms. Antoine is entitled to a refund of those amounts in addition to treble damages.

Improper and Untimely HCR Registrations

160. The reliability of the rent history in the decades leading up to 2012 is in question because from 2007 to 2011, Defendants registered rents reflecting greater amounts than Ms. Antoine's current rent of \$739.64, making those registrations undoubtedly fraudulent. The leases registered prior to 2007 that serve as the basis for these high rent amounts are also suspect, including the \$624.67 registered in 2001. Then, in 2012, Defendants inexplicably appear to correct course and registered a twenty-two percent decrease in the rent from \$852.22 to \$651.89.

161. However, Defendants were unable to refrain from reverting to their fraud, and in 2013, they registered a fictitious tenant, Barry Newton, unlawfully recording a vacancy increase and increasing the legal regulated rent from \$651.89 up to \$808.79. Defendants then registered a second fictitious tenant, Jack Perry, in 2015, along with another vacancy increase inflating the

rent up to \$978.64. Defendants continued to register a fictitious lease for Jack Perry in 2016, with legal regulated rent of \$998.21, despite Ms. Antoine's current lease reflecting a rent of \$739.64.

162. Defendants have failed to file any registrations with HCR for 2017 to 2019.

163. Therefore, Defendants are prohibited from collecting anything above the last properly and timely registration, whenever Defendants can demonstrate that may have been, even should the 2002 Rent Reduction Order be lifted, and Defendants should be required to file late registrations for 2017-2019 and take steps to amend and/or correct the remainder of the fraudulent history.

RICHARD FELIX

164. Plaintiff Richard Felix is the rent-stabilized tenant of record of Apartment 44. He has resided continuously in the subject apartment since he moved in with his cousin Simon Anderson in 2004. Mr. Felix succeeded as tenant of record sometime in 2010 from Mr. Anderson.

2002 HCR Rent Reduction Order

165. Mr. Felix's apartment is subject to the 2002 Rent Reduction Order, which prohibits Defendants from collecting from Mr. Felix any rent above the Frozen Rent Amount for Apartment 44. According to the HCR rent registration for Apartment 44, Defendants registered a legal regulated rent of \$619.89 in 2001.

166. Defendants offered or delivered to Mr. Felix an initial lease, and subsequent renewal leases, based on increases in the rent since 2002. Mr. Felix's most recent lease is for a term of June 1, 2018 to May 31, 2020 at a monthly rent of \$996.34, an amount \$376.45 per month above the rent registered in 2001.

167. Defendants sent Mr. Felix monthly rent bills demanding illegal rents, notwithstanding the 2002 Rent Reduction Order freezing the rent, or otherwise demanded these illegal rents as reflected in the renewal leases. Mr. Felix paid the full amount demanded in the rent bills and leases. Upon information and belief, Defendants additionally alleged and sought illegal amounts from Mr. Felix in the context of nonpayment summary proceedings in the Kings County Civil Court.

168. As Defendants have failed to lift the 2002 Rent Reduction Order to date, Defendants illegally and willfully collected from Mr. Felix rents in excess of the Frozen Rent Amount. Accordingly, Defendants have overcharged Mr. Felix thousands of dollars and Mr. Felix is entitled to a refund of those amounts in addition to treble damages.

Improper and Untimely HCR Registrations

169. Despite Mr. Anderson and Mr. Felix moving into the apartment in June 2004, pursuant to lease with a rent of \$684.21. The rider that was prepared and attached by the court appointed 7A Administrator, Peter Nakos, reflects that the last legal regulated rent was \$584.80. Despite this, Defendants registered leases for a Pamela Williams with rents of \$619.89 and \$666.38 in 2003 and 2004, notably amending whatever registrations Mr. Nakos may have made for those years. Registrations for Ms. Williams continue through 2010—with the exception of a registration for a Patrick Logan in 2005 with a rent of \$427.56—despite Mr. Anderson and Mr. Felix continuously living in the apartment during that same period.

170. Finally, Defendants register Mr. Felix in 2011 and 2012 with a lease term of June 1, 2010 to May 31, 2012 at a rent of \$850.07, and then summarily begin to register a fictitious tenant, Henry Chaney, the following year along with a 23.35% vacancy increase. Defendants continued to register fictitious leases with HCR for Henry Chaney from 2014 through 2016, with

legal regulated rents rising to \$1,152.43, despite Mr. Felix's current lease reflecting a rent of \$996.34.

171. Defendants have failed to file any registrations with HCR for 2017 to 2019.

172. Therefore, Defendants are prohibited from collecting anything above the last properly and timely registration, whenever Defendants can demonstrate that may have been, even should the 2002 Rent Reduction Order be lifted, and Defendants should be required to file late registrations for 2017-2019 and take steps to amend and/or correct the remainder of the fraudulent history.

DEAN LUCAS

173. Plaintiff Dean Lucas is the rent-stabilized tenant of record of Apartment 36. He has resided continuously in the subject apartment since he and his mother, Maria Lucas, moved into the apartment in 2003. Ms. Lucas was the tenant of record until Mr. Lucas succeeded to his mother's tenancy in or around 2008 following litigation in Kings County Civil Court.

2002 HCR Rent Reduction Order

174. Mr. Lucas' apartment is subject to the 2002 Rent Reduction Order, which prohibits Defendants from collecting from Mr. Lucas any rent above the Frozen Rent Amount for Apartment 36. According to the HCR rent registration for Apartment 36, Defendants registered a legal regulated rent of \$569.72 in 2001.

175. Defendants offered or delivered to Mr. Lucas an initial lease, and subsequent renewal leases, based on increases in the rent since 2002. Mr. Lucas' most recent lease is for a term of December 1, 2018 to November 30, 2020 at a monthly rent of \$908.67, an amount \$338.95 per month above the rent registered in 2001.

176. Defendants sent Mr. Lucas monthly rent bills demanding illegal rents, notwithstanding the 2002 Rent Reduction Order freezing the rent, or otherwise demanded these illegal rents as reflected in the renewal leases. Mr. Lucas paid the full amount demanded in the rent bills and leases.

177. As Defendants have failed to lift the 2002 Rent Reduction Order to date, Defendants illegally and willfully collected from Mr. Lucas rents in excess of the Frozen Rent Amount. Accordingly, Defendants have overcharged Mr. Lucas thousands of dollars and Mr. Lucas is entitled to a refund of those amounts in addition to treble damages.

Improper and Untimely HCR Registrations

178. Although Mr. Lucas became the tenant of record sometime in 2008 after he gained succession from his mother, Defendants continued to register his mother with HCR through 2011. Mr. Lucas never appears as a tenant in the rent registration. In 2012, Defendants registered a fictitious tenant, Mary Cacast, along with a vacancy increase inflating the rent from \$734.43 up to \$887.66.

179. Defendants continued to register higher fictitious leases for Mary Cacast from 2013 through 2016, with legal regulated rents peaking at \$975.58, despite Mr. Lucas' current lease for the term December 1, 2018 to November 30, 2020 reflecting a lower monthly rent of \$908.67.

180. Defendants have since failed to file any registrations with HCR for 2017 to 2019.

181. Therefore, Defendants are prohibited from collecting anything above the last properly and timely registration, whenever Defendants can demonstrate that may have been, even should the 2002 Rent Reduction Order be lifted, and Defendants should be required to file

late registrations for 2017-2019 and take steps to amend and/or correct the remainder of the fraudulent history.

DAVID MORAIN

182. Plaintiff David Morain is the rent-stabilized tenant of record of Apartment 47. He has resided continuously in the subject apartment since he moved into the apartment in 2002.

2002 HCR Rent Reduction Order

183. Mr. Morain's apartment is subject to the 2002 Rent Reduction Order, which prohibits Defendants from collecting from Mr. Morain any rent above the Frozen Rent Amount for Apartment 47. According to the HCR rent registration for Apartment 47, Defendants registered a legal regulated rent of \$757.51 in 2001.

184. Defendants offered or delivered to Mr. Morain renewal leases with increases in the rent since 2002. Mr. Morain's most recent lease is for a term of July 1, 2019 to June 30, 2020 at a monthly rent of \$1,017.24, an amount \$477.22 per month above the rent registered in 2001.

185. Defendants sent Mr. Morain monthly rent bills demanding illegal rents, notwithstanding the 2002 Rent Reduction Order freezing the rent, or otherwise demanded these illegal rents as reflected in the renewal leases. Mr. Morain paid the full amount demanded in the rent bills and leases.

186. As Defendants have failed to lift the 2002 Rent Reduction Order to date, Defendants illegally and willfully collected from Mr. Morain rents in excess of the Frozen Rent Amount. Accordingly, Defendants have overcharged Mr. Morain thousands of dollars and Mr. Morain is entitled to a refund of those amounts in addition to treble damages.

Improper and Untimely HCR Registrations

187. None of the leases registered by Defendants since the inception of Mr. Morain's tenancy corresponds to the leases executed between the parties. Despite Mr. Morain's lease from 2006 to 2008 reflecting a rent of \$793.89, Defendants first registered Mr. Morain in 2002, four years earlier, with a higher monthly rent of \$802.96, and registered a rent of \$910.65 in 2006. This discrepancy also calls into question the registrations prior to 2002 that reflect rents as high as \$757.51 in 2001, suggesting based on Defendants' fraudulent pattern and practice that they registered fictitious tenants and/or leases prior to Mr. Morain's tenancy. None of Mr. Morain's actual leases are registered by Defendants; the rent registered in 2016 of \$1,027.34 is higher than Mr. Morain's current rent in 2019 of \$1,017.24.

188. Defendants have failed to file any registrations with HCR for 2017 to 2019.

189. Therefore, Defendants are prohibited from collecting anything above the last properly and timely registration, whenever Defendants can demonstrate that may have been, even should the 2002 Rent Reduction Order be lifted, and Defendants should be required to file late registrations for 2017-2019 and take steps to amend and/or correct the remainder of the fraudulent history.

LEONORA JOHN

190. Plaintiff Leonora John is the rent-stabilized tenant of record of Apartment 25. She has resided continuously in the subject apartment since 1993.

2002 HCR Rent Reduction Order

191. Ms. John's apartment is subject to the 2002 Rent Reduction Order, which prohibits Defendants from collecting from Ms. John any rent above the Frozen Rent Amount for

Apartment 25. According to the HCR rent registration for Apartment 25, Defendants registered a legal regulated rent of \$700.47 in 2001.

192. Defendants offered or delivered to Ms. John renewal leases with increases in the rent since 2002. Ms. John's most recent lease is for a term of May 1, 2018 to April 30, 2020 at a monthly rent of \$1,103.14, an amount \$402.67 per month above the rent registered in 2001.

193. Defendants sent Ms. John monthly rent bills demanding illegal rents, notwithstanding the 2002 Rent Reduction Order freezing the rent, or otherwise demanded these illegal rents as reflected in the renewal leases. Ms. John paid the full amount demanded in the rent bills and leases.

194. As Defendants have failed to lift the 2002 Rent Reduction Order to date, Defendants illegally and willfully collected from Ms. John rents in excess of the Frozen Rent Amount. Accordingly, Defendants have overcharged Ms. John thousands of dollars and Ms. John is entitled to a refund of those amounts in addition to treble damages.

Improper and Untimely HCR Registrations

195. Although Ms. John has continuously been the tenant of record in Apartment 25 since 1993, Defendants registered two fictitious tenants, C Cuffie and Scott, in 1993 and 1994, registering successive vacancy increases and improvements that inflated the rent from \$377.76 in 1992 to \$429.43 in 1993 and \$480.37 in 1994. It was not until 1995 when the Defendants would register Ms. Johns' name on the HCR rent history with a rent of \$524.56 after yet another vacancy increase. Defendants also registered a \$100 increase in 2000 based on the identical lease term registered in 1999, and a vacancy increase in 2001 despite Ms. John's continuous tenancy.

196. Further, Defendants have registered differing rent amounts and lease terms with HCR than the rent amounts and terms on Ms. John's leases. For example, Ms. John executed a

two-year renewal lease with a term from May 1, 2008 to April 30, 2010 at a monthly rent of \$857.52; Defendants, however, registered leases with overlapping terms and higher rents—one lease with a term from April 1, 2007 to March 3, 2009 with a monthly rent of \$860.10 and another lease with a term from April 1, 2009 to March 31, 2011 with a monthly rent of \$916.00.

197. Defendants have failed to file any registrations with HCR for 2017 to 2019.

198. Therefore, Defendants are prohibited from collecting anything above the last properly and timely registration, whenever Defendants can demonstrate that may have been, even should the 2002 Rent Reduction Order be lifted, and Defendants should be required to file late registrations for 2017-2019 and take steps to amend and/or correct the remainder of the fraudulent history.

Unlawful Initial and/or Renewal Leases

199. Despite the registration of fictitious tenants and corresponding vacancy increases and improvements registered in 1993 and 1994, Defendants went even further to offer Ms. John an initial lease for Apartment 25 in 1993 with a rent amount of \$650.00. This reflects a significant overcharge from the prior tenant and over \$100 more than the rent Defendants themselves registered for Ms. John in 2005.

200. Additionally, Defendants registered multiple rents with HCR reflecting rent increases greater than that lawfully allowable by the RGB. Specifically, Defendants registered a lease term from April 1, 1999 to March 31, 2001 at a monthly rent of \$683.73 despite registering the same lease term in 1999 for \$100 less at \$583.73, which is much more than the allowable 4% RGB increase during that period. Even if the registration in 2000 is considered a clerical error, then the 20% jump from the rent registered in 1999 of \$583.73 to \$700.47 in 2001 is an unlawful increase above the RGB permitted 6% for a two-year renewal.

201. Therefore, a determination of the proper legal regulated rent for Ms. John is required.

NADINE DOR

202. Plaintiff Nadine Dor is the rent-stabilized tenant of record of Apartment 37. She has resided continuously in the subject apartment since she moved into the apartment with her husband, Jean Dor, in 1980. Ms. Dor obtained SCRIE rental assistance in or around 2013 and her portion of the rent has been frozen at \$703.23 since that time.

2002 HCR Rent Reduction Order

203. Ms. Dor's apartment is subject to the 2002 Rent Reduction Order, which prohibits Defendants from collecting from Ms. Dor any rent above the Frozen Rent Amount for Apartment 37. According to the HCR rent registration for Apartment 37, Defendants registered a legal regulated rent of \$529.72 in 2001.

204. Defendants offered or delivered to Ms. Dor renewal leases with increases in the rent since 2002. Ms. Dor's most recent lease is for a term of September 1, 2019 to August 31, 2021 at a monthly rent of \$798.41, an amount \$268.69 per month above the rent registered in 2001.

205. Defendants sent Ms. Dor monthly rent bills demanding illegal rents, notwithstanding the 2002 Rent Reduction Order freezing the rent, or otherwise demanded these illegal rents as reflected in the renewal leases. Ms. Dor paid the full amount demanded in the rent bills and leases until she obtained SCRIE; thereafter she paid her portion of \$703.23 and Defendants collected a tax credit from New York City for the remaining portion of her monthly rent.

206. As Defendants have failed to lift the 2002 Rent Reduction Order to date, Defendants illegally and willfully collected from Ms. Dor rents in excess of the Frozen Rent Amount. Accordingly, Defendants have overcharged Ms. Dor thousands of dollars and Ms. Dor is entitled to a refund of those amounts in addition to treble damages.

Improper and Untimely HCR Registrations

207. Although Ms. Dor remains the tenant of record in Apartment 37, Defendants registered a fictitious tenant, Joanne Francis, in 2012, along with a vacancy increase and improvement, increasing the legal regulated rent from \$682.93 up to \$823.27. Thereafter, Defendants registered yet another fictitious tenant, Pauline Crester, in 2013, along with a successive vacancy increase and improvement, further inflating the rent to 1,016.16. Defendants continued to register fictitious leases for Pauline Crester from 2014 through 2016, with legal regulated rents up to \$1,094.91, despite Ms. Dor's current lease reflecting a rent of \$798.41.

208. Defendants have failed to file any registrations with HCR for 2017 to 2019.

209. Therefore, Defendants are prohibited from collecting anything above the last properly and timely registration, whenever Defendants can demonstrate that may have been, even should the 2002 Rent Reduction Order be lifted, and Defendants should be required to file late registrations for 2017-2019 and take steps to amend and/or correct the remainder of the fraudulent history.

ABIGAIL GEORGE

210. Plaintiff Abigail George is the rent-stabilized tenant of record of Apartment 38. She has resided continuously in the subject apartment since she moved into the apartment in 2010.

2002 HCR Rent Reduction Order

211. Ms. George's apartment is subject to the 2002 Rent Reduction Order, which prohibits Defendants from collecting from Ms. George any rent above the Frozen Rent Amount for Apartment 38. According to the HCR rent registration for Apartment 38, Defendants registered a legal regulated rent of \$356.45 in 2001.

212. Defendants offered or delivered to Ms. George an initial lease, and subsequent renewal leases, based on increases in the rent since 2002. Ms. George's most recent lease is for a term of December 1, 2018 to November 30, 2020 at a monthly rent of \$1,161.80, an amount \$805.35 per month above the rent registered in 2001.

213. Defendants sent Ms. George monthly rent bills demanding illegal rents, notwithstanding the 2002 Rent Reduction Order freezing the rent, or otherwise demanded these illegal rents as reflected in the renewal leases. Ms. George paid the full amount demanded in the rent bills and leases.

214. As Defendants have failed to lift the 2002 Rent Reduction Order to date, Defendants illegally and willfully collected from Ms. George rents in excess of the Frozen Rent Amount. Accordingly, Defendants have overcharged Ms. George thousands of dollars and Ms. George is entitled to a refund of those amounts in addition to treble damages.

Improper and Untimely HCR Registrations

215. Upon information and belief, based on Defendant' fraudulent pattern and practice, the veracity of the registration is suspect. The tenants registered in 2005 through 2010 are likely fictitious and do not reflect the lease history of the apartment. Specifically, Pamela Williams is registered as the tenant of record in 2005, the same Pamela Williams that Defendants registered

in Apartment 44 for the same period. Defendants then register three vacancies and three improvements from 2006 to 2010 before registering Ms. George in 2011.

216. Further, upon information and belief, the lease terms and rents registered with HCR from 2012 to 2016 are fraudulent and do not match the leases executed by Ms. George and Defendants. Ms. George's current rent for 2018 to 2020 is \$1,161.80, whereas Defendants last registered a higher rent of \$1,171.03 more than three years ago in 2016.

217. Defendants have also failed to file any registrations with HCR for 2017 to 2019.

218. Therefore, even if the 2002 Rent Reduction Order was not in effect, the rent collectible by Defendants from Ms. George was frozen at the last timely and properly registered rent as a result of these fraudulent and missing registrations.

Unlawful Initial and/or Renewal Leases

219. Defendants have illegally overcharged Ms. George since the inception of her tenancy by taking illegal increases in rent contrary to those allowable by the rent laws and the RGB. Specifically, in 2003 and 2004, Defendant registered the legal rent for the apartment as \$370.71. Defendants then register back-to-back rents fluctuating upward to \$666.38 in 2005 and back down to 585.80 in 2006. In either case, both \$666.38 and \$585.80 reflect an overcharge from \$370.71, even accounting for a longevity increases in addition to a vacancy increase. From 2005 through 2010, Defendants register four different tenants, taking three vacancy increases and claiming three separate improvement increases. Notably, Defendants register John Lindsay in 2009 with a lease term of March 1, 2009 to February 28, 2011, claiming vacancy and improvement increases, and then register Mary Albert in 2010 with the same exact lease term as Mr. Lindsay, yet registered a vacancy and improvement increase based on Mr. Lindsay's rent.

220. Accordingly, the legal regulated rent upon which Ms. George's initial rent as calculated is riddled with fraud. Additionally, in 2011, Defendants register Ms. George (registered as Abigail Johannes) with a legal regulated rent of \$1,045 and a preferential rent of \$1,000. Upon information and belief, Ms. George has never had a preferential rent nor did Defendants provide her with any preferential rent lease rider. Further, Defendants registered an increase in Ms. George's rent from \$1,086.80 to \$1,171.03 for a two-year lease renewal commencing December 1, 2014, which is greater than the 2.75% increase allowable by the RGB.

221. Therefore, a determination of the proper legal regulated rent for Ms. George is required.

IMELDA MATTY

222. Plaintiff Imelda Matty is a rent-stabilized tenant of record of Apartment 6. She has resided continuously in the subject apartment since she moved into the apartment in 2004.

2002 HCR Rent Reduction Order

223. Ms. Matty's apartment is subject to the 2002 Rent Reduction Order, which prohibits Defendants from collecting from Ms. Matty any rent above the Frozen Rent Amount for Apartment 6. According to the HCR rent registration for Apartment 6, Defendants registered a legal regulated rent of \$625.00 in 2001.

224. Defendants offered or delivered to Ms. Matty an initial lease, and subsequent renewal leases, based on increases in the rent since 2002. Ms. Matty's most recent lease is for a term of January 1, 2019 to December 31, 2020 at a monthly rent of \$998.03, an amount \$373.03 per month above the rent registered in 2001.

225. Defendants sent Ms. Matty monthly rent bills demanding illegal rents, notwithstanding the 2002 Rent Reduction Order freezing the rent, or otherwise demanded these

illegal rents as reflected in the renewal leases. Ms. Matty paid the full amount demanded in the rent bills and leases. Upon information and belief, Defendants additionally alleged and sought illegal amounts from Ms. Matty in the context of nonpayment summary proceedings in the Kings County Civil Court.

226. As Defendants have failed to lift the 2002 Rent Reduction Order to date, Defendants illegally and willfully collected from Ms. Matty rents in excess of the Frozen Rent Amount. Accordingly, Defendants have overcharged Ms. Matty thousands of dollars and Ms. Matty is entitled to a refund of those amounts in addition to treble damages.

Improper and Untimely HCR Registrations

227. Although Ms. Matty became the tenant of record for Apartment 6 in 2004, Defendants continued to register the alleged prior tenant, S Baptise, and fictitious leases for S Baptise from 2004 through 2008. Defendants then registered a fictitious tenant, Leon Brown in 2009 and 2010, along with a vacancy increase inflating the rent from \$863.52 to \$1,044.86. Thereafter, Defendants finally registered Ms. Matty in 2011 at \$1,044.86, then reduced the legal regulated rent to \$900.63 in 2012, which accurately reflects the lease executed by Ms. Matty.

228. Despite this reduction, Defendants went on to register a \$36.66 increase in 2013 for a one-year renewal lease when the allowable RGB increase was capped at \$20; this registration also does not reflect the lease executed by Ms. Matty. Then Defendants register yet another fictitious tenant, Paul Perkins, along with a vacancy increase, in 2015 and 2016. The rent registered by Defendants in 2016 is \$1,133.36, despite Ms. Matty's current lease through 2020 reflecting a rent of \$998.03.

229. Defendants have failed to file any registrations with HCR for 2017 to 2019.

230. Therefore, Defendants are prohibited from collecting anything above the last properly and timely registration, whenever Defendants can demonstrate that may have been, even should the 2002 Rent Reduction Order be lifted, and Defendants should be required to file late registrations for 2017-2019 and take steps to amend and/or correct the remainder of the fraudulent history.

MARSHA ALEXIS

231. Plaintiff Marsha Alexis is the rent-stabilized tenant of record of Apartment 4. She has resided continuously in the subject apartment since she moved into the apartment in 1999.

2002 HCR Rent Reduction Order

232. Ms. Alexis' apartment is subject to the 2002 Rent Reduction Order, which prohibits Defendants from collecting from Ms. Alexis any rent above the Frozen Rent Amount for Apartment 4. According to the HCR rent registration for Apartment 4, Defendants registered a legal regulated rent of \$638.68 in 2001.

233. Defendants offered or delivered to Ms. Alexis renewal leases with increases in the rent since 2002. Ms. Alexis' most recent lease is for a term of July 1, 2018 to June 30, 2020 at a monthly rent of \$993.08, an amount \$354.40 per month above the rent registered in 2001.

234. Defendants sent Ms. Alexis monthly rent bills demanding illegal rents, notwithstanding the 2002 Rent Reduction Order freezing the rent, or otherwise demanded these illegal rents as reflected in the renewal leases. Ms. Alexis paid the full amount demanded in the rent bills and leases. Upon information and belief, Defendants additionally alleged and sought illegal amounts from Ms. Alexis in the context of several nonpayment summary proceedings in the Kings County Civil Court.

235. As Defendants have failed to lift the 2002 Rent Reduction Order to date, Defendants illegally and willfully collected from Ms. Alexis rents in excess of the Frozen Rent Amount. Accordingly, Defendants have overcharged Ms. Alexis thousands of dollars and Ms. Alexis is entitled to a refund of those amounts in addition to treble damages.

Improper and Untimely HCR Registrations

236. Despite Ms. Alexis moving into the apartment in 1999, Defendants registered a fictitious tenant, Selma Smith, from 1999 to 2001, not registering Ms. Alexis until 2002. Defendants then register leases with increases up to \$864.72 in 2010, with a lease term of April 1, 2010 to March 31, 2012. In 2011, Defendants register an overlapping lease with a term of July 1, 2010 to June 30, 2012 with a lesser rent of \$825.99. The term of July to June corresponds to Ms. Alexis current lease term. Upon information and belief, based on Defendants' fraudulent pattern and practice, the remainder of the leases and rents registered for Ms. Alexis from 2012 to 2016 do not correspond to the leases executed by Ms. Alexis.

237. Defendants have failed to file any registrations with HCR for 2017 to 2019.

238. Therefore, Defendants are prohibited from collecting anything above the last properly and timely registration, whenever Defendants can demonstrate that may have been, even should the 2002 Rent Reduction Order be lifted, and Defendants should be required to file late registrations for 2017-2019 and take steps to amend and/or correct the remainder of the fraudulent history.

Unlawful Initial and/or Renewal Leases

239. Upon information and belief, based on Defendants' fraudulent pattern and practice, the multiple vacancy increases that took place in 1992, 1993, 1994 and 1997 are suspect

and taint the reliability of the rent registration history. Accordingly, the legal regulated rent upon which Ms. Alexis' initial rent was calculated appears to be fraudulent and unreliable.

240. Therefore, a determination of the proper legal regulated rent for Ms. Alexis is required.

MARYLINE ALEXIS

241. Plaintiff Maryline Alexis is the rent-stabilized tenant of record of Apartment 31. Ms. Alexis became the tenant of record sometime after 2017 when she gained succession from her sister, Celine Montgomery, the former tenant of record. Ms. Alexis' current lease is for the term August 1, 2019 to July 31, 2021 at a monthly rent of \$944.31.

2002 HCR Rent Reduction Order

242. Ms. Alexis' apartment is not subject to the 2002 Rent Reduction Order.

Improper and Untimely HCR Registrations

243. The last reliable registration is from 2012. At the time, Ms. Alexis' sister, Celine Montgomery, was the tenant of record paying \$788.10 as the legal regulated rent, which is what Defendants registered. The following year, Defendants registered a fictitious tenant, Charles Allen, with a 23% vacancy increase that raised the legal regulated rent from \$788.00 to \$973.60. In August of 2015, Defendants registered Joseph Lipper, a second fictitious tenant with an illegal twenty-one percent vacancy increase that raised the legal regulated rent from \$973.60 to \$1,178.00. None of the registrations after 2012 reflect the actual leases executed by Ms. Alexis or her sister.

244. Defendants have also failed to file any registrations with HCR for 2017 to 2019.

245. Therefore, Defendants are prohibited from collecting anything above the last properly and timely registration, whenever Defendants can demonstrate that may have been, and

Defendants should be required to file late registrations for 2017-2019 and take steps to amend and/or correct the remainder of the fraudulent history.

246. Accordingly, Defendants have willfully overcharged Ms. Alexis, and Ms. Alexis is entitled to a refund of those amounts in addition to treble damages.

TABITA SYLVESTER

247. Plaintiff Tabita Sylvester is the rent-stabilized tenant of record of Apartment 22. She has resided continuously in the subject apartment since she moved into the apartment in 2011.

2002 HCR Rent Reduction Order

248. Ms. Sylvester's apartment is subject to the 2002 Rent Reduction Order, which prohibits Defendants from collecting from Ms. Sylvester any rent above the Frozen Rent Amount for Apartment 22. According to the HCR rent registration for Apartment 22, Defendants registered a legal regulated rent of \$597.16 in 2001.

249. Defendants offered or delivered to Ms. Sylvester an initial lease, and subsequent renewal leases, based on increases in the rent since 2002. Ms. Sylvester's most recent lease is for a term of December 1, 2019 to November 30, 2020 at a monthly rent of \$1,137.18, an amount \$540.02 per month above the rent registered in 2001.

250. Defendants sent Ms. Sylvester monthly rent bills demanding illegal rents, notwithstanding the 2002 Rent Reduction Order freezing the rent, or otherwise demanded these illegal rents as reflected in the renewal leases. Ms. Sylvester paid the full amount demanded in the rent bills and leases. Upon information and belief, Defendants additionally alleged and sought illegal amounts from Ms. Sylvester in the context of nonpayment summary proceedings in the Kings County Civil Court.

251. As Defendants have failed to lift the 2002 Rent Reduction Order to date, Defendants illegally and willfully collected from Ms. Sylvester rents in excess of the Frozen Rent Amount. Accordingly, Defendants have overcharged Ms. Sylvester thousands of dollars and Ms. Sylvester is entitled to a refund of those amounts in addition to treble damages.

Improper and Untimely HCR Registrations

252. Although Plaintiff Monica Fortune moved into Apartment 22 in 2000, Defendants registered a fictitious tenant, Raphael, from 2000 to 2001, along with a vacancy increase. Defendants then registered Ms. Fortune for the first time in 2002.

253. Further, despite Ms. Sylvester continuously residing in the apartment since 2010, Defendants registered a fictitious tenant, Hanan Lertman, in 2015 and 2016, along with a vacancy increase inflating the rent from \$1,048.13 to \$1,268.24. Ms. Sylvester's current 2019 to 2020 lease reflects a monthly rent of \$1,137.18, over a \$100 less than rent registered three years ago in 2016.

254. Defendants have failed to file any registrations with HCR for 2017 to 2019.

255. Therefore, Defendants are prohibited from collecting anything above the last properly and timely registration, whenever Defendants can demonstrate that may have been, even should the 2002 Rent Reduction Order be lifted, and Defendants should be required to file late registrations for 2017-2019 and take steps to amend and/or correct the remainder of the fraudulent history.

ANESTHER POMPEY by proposed guardian ad litem CLEON POMPEY

256. Plaintiff Anesther Pompey is the rent-stabilized tenant of record of Apartment 1. Ms. Pompey, her spouse Ridley Pompey, and their adult daughter Cleon Pompey have resided continuously in the subject apartment since they moved into the apartment in 2000.

257. Ms. Pompey suffers from Alzheimer's, and therefore her daughter, Cleon Pompey, seeks to serve as her mother's guardian ad litem in this proceeding

2002 HCR Rent Reduction Order

258. Ms. Pompey's apartment is subject to the 2002 Rent Reduction Order, which prohibits Defendants from collecting from Ms. Pompey any rent above the Frozen Rent Amount for Apartment 1. According to the HCR rent registration for Apartment 1, Defendants registered a legal regulated rent of \$665.08 in 2001.

259. Defendants have offered or delivered to Ms. Pompey renewal leases with increases in the rent since 2002. Ms. Pompey's most recent lease for a two-year term of September 1, 2019 to October 31, 2021 at a monthly rent of \$1,016.83, an amount \$351.75 per month above the rent registered in 2001.

260. Defendants sent Ms. Pompey monthly rent bills demanding illegal rents, notwithstanding the 2002 Rent Reduction Order freezing the rent, or otherwise demanded these illegal rents as reflected in the renewal leases. Ms. Pompey paid the full amount demanded in the rent bills. Upon information and belief, Defendants additionally alleged and sought illegal amounts from Ms. Pompey in the context of nonpayment summary proceedings in the Kings County Civil Court.

261. As Defendants have failed to lift the 2002 Rent Reduction Order to date, Defendants illegally and willfully collected from Ms. Pompey rents in excess of the Frozen Rent Amount. Accordingly, Defendants have overcharged Ms. Pompey thousands of dollars and Ms. Pompey is entitled to a refund of those amounts in addition to treble damages.

Improper and Untimely HCR Registrations

262. Although Ms. Pompey moved into Apartment 1 in 2000, Defendants did not register her as a tenant until 2002. Instead, Defendants fraudulently registered “Scott” as the tenant in 2000 with a 62.9% vacancy and improvement increase, which inflated the legal regulated rent to \$754.28 from \$463.51. The following year in 2001, Defendants registered “Not Found” as the tenant with a lower legal regulated rent of \$665.08. Finally, in 2002, Defendants registered Ms. Pompey, applying a 21% vacancy increase for a legal regulated rent of \$804.75. Defendants registered three consecutive vacancies in three years despite the fact that Ms. Pompey maintained continuous residence of the apartment since 2000.

263. In addition, Defendants registered a fictitious tenant, Bernice Manchester, in 2013, unlawfully registering a vacancy increase and increasing the legal regulated rent from \$932.57 up to \$1,148.41. Defendants continued to register a fictitious lease for Bernice Manchester in 2015 and 2016, with a 15.5% increase in the legal regulated rent of \$1,148.41 to \$1,326.41, despite Mr. Pompey’s current lease through 2021 reflecting a monthly rent of \$1,016.83.

264. Defendants have failed to file any registrations with HCR for 2017 to 2019.

265. Therefore, Defendant are prohibited from collecting anything above the last properly and timely registration, whenever Defendants can demonstrate that may have been, even should the 2002 Rent Reduction Order be lifted, and Defendants should be required to file late registrations for 2017-2019 and take steps to amend and/or correct the remainder of the fraudulent history.

Unlawful Initial and/or Renewal Leases

266. Upon information and belief, based on Defendants' fraudulent pattern and practice, the multiple vacancy increases that took place in 2000, 2001, and 2002 are suspect and taint the reliability of the rent registration history. Accordingly, the legal regulated rent upon which Ms. Pompey's initial rent was calculated appears to be fraudulent and unreliable.

267. Therefore, a determination of the proper legal regulated rent for Ms. Pompey is required.

STATEMENT OF CLAIMS**AS AND FOR THE FIRST CAUSE OF ACTION:**
**Declaratory Judgment – Determination of
Rent Overcharge and Treble Damages**

268. The allegations in all preceding paragraphs are incorporated by reference herein.

269. Plaintiffs have been overcharged in their rent pursuant to NYC Admin. Code § 26-512, and they are entitled to a refund of overcharges collected, plus treble damages and interest because the overcharges are willful.

AS AND FOR A SECOND CAUSE OF ACTION:
**Declaratory Judgment – Fraudulent and
Missing HCR Rent Registrations**

270. The allegations in all preceding paragraphs are incorporated by reference herein.

271. Plaintiffs are entitled to a declaratory judgment that Defendants have fraudulently filed, or have failed to file, rent registrations with HCR in violation of 9 N.Y.C.R.R. § 2528, and Defendants should be required to correct and/or amend all HCR rent registrations for each Plaintiff and file rent registrations for 2017 to present as required by law.

AS AND FOR A THIRD CAUSE OF ACTION:
**Declaratory Judgment – Invalid Renewal Lease Offers
and Determination of Legal Regulated Rents**

272. The allegations in all preceding paragraphs are incorporated by reference herein.
273. Plaintiffs are entitled to a declaratory judgment determining the amount of the legal regulated rents for their respective apartments.
274. Plaintiffs are further entitled to a declaratory judgment determining that any renewal leases provided to Plaintiffs by Defendants are invalid and unlawful; enjoining Defendant, its agents, assigns and successors from offering lease renewals in violation of the terms of the Rent Stabilization Law and Code; and determining that Plaintiffs are not required to pay any renewal lease increase unless and until a valid lease renewal offer is made; and providing Plaintiffs with lease agreements that are lawful.

AS AND FOR A FOURTH CAUSE OF ACTION:
Attorneys' Fees

275. The allegations in all preceding paragraphs are incorporated by reference herein.
276. Plaintiffs are entitled to recover their reasonable attorneys' fees, costs, and expenses incurred in the prosecution of this action pursuant to NYC Admin. Code § 26-516(a) and 9 N.Y.C.R.R. § 2526.1.

RELIEF REQUESTED

WHEREFORE, Plaintiffs respectfully request the following relief:

- a) A determination that Plaintiffs have been overcharged in their rent;
- b) Separate judgments for each Plaintiff for damages in the amount of the actual overcharge collected by Defendants, in violation of the RSL and RSC, plus interest;
- c) An order finding the overcharge to have been willful and entering judgments for treble damages based on willful overcharges collected during the relevant time period;

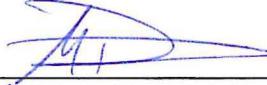
- d) A permanent injunction against Defendants collecting or attempting to collect amounts in excess of the legally collectible rent of Plaintiffs and other tenants in the subject buildings, or from attempting to evict Plaintiffs based on failure to sign leases containing rent in excess of that permitted by law;
- e) A declaratory judgment setting forth the lawful rent amounts for each Plaintiff;
- f) A determination that Defendants have failed to file proper and timely rent registrations with HCR in compliance with the RSL and RSC;
- g) An order requiring Defendants to correct and/or amend all HCR rent registrations for each Plaintiff and to file rent registrations for 2017 to present as required by law;
- h) An award of reasonable attorney fees and costs; and
- i) Granting such other and further relief as the Court may deem just and proper.

Dated: January 8, 2020
Brooklyn, NY

BROOKLYN LEGAL SERVICES

/s/

By: Thomas Chew, Esq.
105 Court Street, 4th Floor
Brooklyn, NY 11201
Attorneys for Plaintiffs



By: Mona R. Patel, Esq.
105 Court Street, 4th Floor
Brooklyn, NY 11201
Attorneys for Plaintiffs



By: Samar A. Katnani, Esq.
105 Court Street, 4th Floor
Brooklyn, NY 11201
Attorneys for Plaintiffs

To: IRIS HOLDINGS NY LLC
459 Columbus Avenue, Suite 700,
New York, NY 10024

RIKUD REALTY INC.
459 Columbus Avenue, Apt. 700,
New York, NY 10024
RIKUD REALTY INC.
1180 51st Street,
Brooklyn, NY 11219

MARC BLUMENFRUCHT
459 Columbus Avenue, Suite 700,
New York, NY 10024

CHAYIM KIRSCHENBAUM
459 Columbus Avenue, Suite 700,
New York, NY 10024

SHAY HART (A.k.a. SHAYA HIRTZ)
459 Columbus Avenue, Suite 700,
New York, NY 10024

RUBIN DUKLER
1180 51st Street,
Brooklyn, NY 11219

VERIFICATION

STATE OF NEW YORK)
) :SS.:
COUNTY OF KINGS)

GARCIA WATSON, being duly sworn, deposes and says:

1. I am a Plaintiff in the above entitled action.
2. I have read the contents of the foregoing Complaint.
3. The information stated therein is true to my own knowledge except as to those matters therein stated to be alleged upon information and belief, and as to those matters I believe the information to be true.



GARCIA WATSON

Sworn to before me

12/12/19



Notary Public

MONA R PATEL
NOTARY PUBLIC-STATE OF NEW YORK
No. 02PA6355375
Qualified In Kings County
My Commission Expires 03-06-2021

VERIFICATION

STATE OF NEW YORK)
) :SS.:
COUNTY OF KINGS)

DAWNA DENIS, being duly sworn, deposes and says:

1. I am a Plaintiff in the above entitled action.
2. I have read the contents of the foregoing Complaint.
3. The information stated therein is true to my own knowledge except as to those

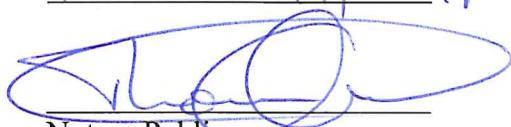
matters therein stated to be alleged upon information and belief, and as to those matters I believe
the information to be true.



DAWNA DENIS

Sworn to before me

December 17, 2019



Notary Public

THOMAS F. CHEW
Notary Public State of New York
No. 02CH6324038
Qualified in Kings County
Commission Expires May 4, 2023

VERIFICATION

STATE OF NEW YORK)
) :SS.:
COUNTY OF KINGS)

MONICA FORTUNE, being duly sworn, deposes and says:

1. I am a Plaintiff in the above entitled action.
2. I have read the contents of the foregoing Complaint.
3. The information stated therein is true to my own knowledge except as to those matters therein stated to be alleged upon information and belief, and as to those matters I believe the information to be true.



MONICA FORTUNE

Sworn to before me

12/12/19



Notary Public

MONA R PATEL
NOTARY PUBLIC-STATE OF NEW YORK
No. 02PA6355375
Qualified In Kings County
My Commission Expires 03-06-2021

VERIFICATION

STATE OF NEW YORK)
) :SS.:
COUNTY OF KINGS)

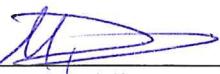
ANITA FOXE, being duly sworn, deposes and says:

1. I am a Plaintiff in the above entitled action.
2. I have read the contents of the foregoing Complaint.
3. The information stated therein is true to my own knowledge except as to those matters therein stated to be alleged upon information and belief, and as to those matters I believe the information to be true.

Anita Foxe
ANITA FOXE

Sworn to before me

12/12/19



Notary Public

MONA R PATEL
NOTARY PUBLIC-STATE OF NEW YORK
No. 02PA6355375
Qualified In Kings County
My Commission Expires 03-06-2021

VERIFICATION

STATE OF NEW YORK)
) :SS.:
COUNTY OF KINGS)

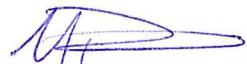
Janice Coleman, being duly sworn, deposes and says:

1. I am a Plaintiff in the above entitled action.
2. I have read the contents of the foregoing Complaint.
3. The information stated therein is true to my own knowledge except as to those matters therein stated to be alleged upon information and belief, and as to those matters I believe the information to be true.

J. Cohn

Sworn to before me

12/12/19



Notary Public

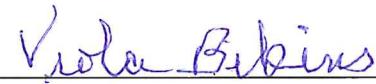
MONA R PATEL
NOTARY PUBLIC-STATE OF NEW YORK
No. 02PA6355375
Qualified In Kings County
My Commission Expires 03-06-2021

VERIFICATION

STATE OF NEW YORK)
) :SS.:
COUNTY OF KINGS)

VIOLA BIBBINS, being duly sworn, deposes and says:

1. I am a Plaintiff in the above entitled action.
2. I have read the contents of the foregoing Complaint.
3. The information stated therein is true to my own knowledge except as to those matters therein stated to be alleged upon information and belief, and as to those matters I believe the information to be true.


Viola Bibbins
VIOLA BIBBINS

Sworn to before me

12/12/19



Notary Public

MONA R PATEL
NOTARY PUBLIC-STATE OF NEW YORK
No. 02PA6355375
Qualified In Kings County
My Commission Expires 03-06-2021

VERIFICATION

STATE OF NEW YORK)
) :SS.:
COUNTY OF KINGS)

VENETTA NOEL, being duly sworn, deposes and says:

1. I am a Plaintiff in the above entitled action.
2. I have read the contents of the foregoing Complaint.
3. The information stated therein is true to my own knowledge except as to those matters therein stated to be alleged upon information and belief, and as to those matters I believe the information to be true.

Venetta Noel

VENETTA NOEL

Sworn to before me

12/12/19



Notary Public

MONA R PATEL
NOTARY PUBLIC-STATE OF NEW YORK
No. 02PA6355375
Qualified In Kings County
My Commission Expires 03-06-2021

VERIFICATION

STATE OF NEW YORK)
) :SS.:
COUNTY OF KINGS)

GEMMA CHRISTMAS, being duly sworn, deposes and says:

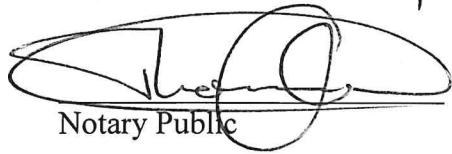
1. I am a Plaintiff in the above entitled action.
2. I have read the contents of the foregoing Complaint.
3. The information stated therein is true to my own knowledge except as to those

matters therein stated to be alleged upon information and belief, and as to those matters I believe
the information to be true.

Gemma Christmas
GEMMA CHRISTMAS

Sworn to before me

December 12, 2019



Notary Public

THOMAS F. CHEW
Notary Public State of New York
No. 02CH6324038
Qualified in Kings County
Commission Expires May 4, 2023

VERIFICATION

STATE OF NEW YORK)
) :SS.:
COUNTY OF KINGS)

EUGINIA BURROWS, being duly sworn, deposes and says:

1. I am a Plaintiff in the above entitled action.
2. I have read the contents of the foregoing Complaint.
3. The information stated therein is true to my own knowledge except as to those matters therein stated to be alleged upon information and belief, and as to those matters I believe the information to be true.

Eugenia Burrows
EUGENIA BURROWS

Sworn to before me

December 12, 2019


Notary Public

THOMAS F. CHEW
Notary Public State of New York
No. 02CH6324038
Qualified in Kings County
Commission Expires May 4, 2023

VERIFICATION

STATE OF NEW YORK)
) :SS.:
COUNTY OF KINGS)

GERTRUDE MCLAWRENCE, being duly sworn, deposes and says:

1. I am a Plaintiff in the above entitled action.
2. I have read the contents of the foregoing Complaint.
3. The information stated therein is true to my own knowledge except as to those matters therein stated to be alleged upon information and belief, and as to those matters I believe the information to be true.


GERTRUDE MCLAWRENCE

Sworn to before me

12/12/19


Notary Public

MONA R PATEL
NOTARY PUBLIC-STATE OF NEW YORK
No. 02PA6355375
Qualified In Kings County
My Commission Expires 03-06-2021

VERIFICATION

STATE OF NEW YORK)
) :SS:
COUNTY OF KINGS)

AGATHA ANTOINE, being duly sworn, deposes and says:

1. I am a Plaintiff in the above entitled action.
2. I have read the contents of the foregoing Complaint.
3. The information stated therein is true to my own knowledge except as to those

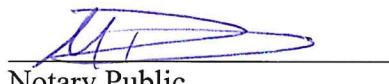
matters therein stated to be alleged upon information and belief, and as to those matters I believe
the information to be true.



AGATHA ANTOINE

Sworn to before me

12/12/19



Notary Public

MONA R PATEL
NOTARY PUBLIC-STATE OF NEW YORK
No. 02PA6355375
Qualified In Kings County
My Commission Expires 03-06-2021

VERIFICATION

STATE OF NEW YORK)
)
) :SS.:
COUNTY OF KINGS)

RICHARD FELIX, being duly sworn, deposes and says:

1. I am a Plaintiff in the above entitled action.
2. I have read the contents of the foregoing Complaint.
3. The information stated therein is true to my own knowledge except as to those

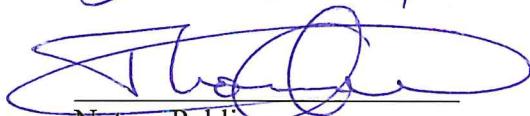
matters therein stated to be alleged upon information and belief, and as to those matters I believe
the information to be true.



RICHARD FELIX

Sworn to before me

December 18, 2019



Notary Public

THOMAS F. CHEW
Notary Public State of New York
No. 02CH6324038
Qualified in Kings County
Commission Expires May 4, 2023

VERIFICATION

STATE OF NEW YORK)
) :SS.:
COUNTY OF KINGS)

Dean Lucas, being duly sworn, deposes and says:

1. I am a Plaintiff in the above entitled action.
2. I have read the contents of the foregoing Complaint.
3. The information stated therein is true to my own knowledge except as to those matters therein stated to be alleged upon information and belief, and as to those matters I believe the information to be true.

Lucas
Dean Lucas

Sworn to before me

January 6, 2020


Notary Public

THOMAS F. CHEW
Notary Public State of New York
No. 02CH6324038
Qualified in Kings County
Commission Expires May 4, 2023

VERIFICATION

STATE OF NEW YORK)
) :SS:
COUNTY OF KINGS)

DAVID MORAIN, being duly sworn, deposes and says:

1. I am a Plaintiff in the above entitled action.
2. I have read the contents of the foregoing Complaint.
3. The information stated therein is true to my own knowledge except as to those

matters therein stated to be alleged upon information and belief, and as to those matters I believe
the information to be true.



DAVID MORAIN

Sworn to before me

December 12, 2019


Notary Public

THOMAS F. CHEW
Notary Public State of New York
No. 02CH6324038
Qualified in Kings County
Commission Expires May 4, 2023

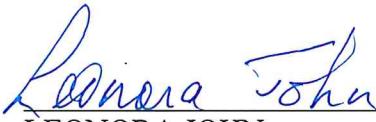
VERIFICATION

STATE OF NEW YORK)
) :SS.:
COUNTY OF KINGS)

LEONORA JOHN, being duly sworn, deposes and says:

1. I am a Plaintiff in the above entitled action.
2. I have read the contents of the foregoing Complaint.
3. The information stated therein is true to my own knowledge except as to those

matters therein stated to be alleged upon information and belief, and as to those matters I believe
the information to be true.



LEONORA JOHN

Sworn to before me

12/12/19



Notary Public

MONA R PATEL
NOTARY PUBLIC-STATE OF NEW YORK
No. 02PA6355375
Qualified In Kings County
My Commission Expires 03-06-2021

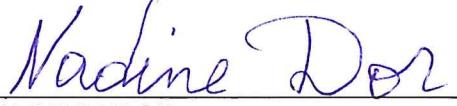
VERIFICATION

STATE OF NEW YORK)
) .SS.:
COUNTY OF KINGS)

NADINE DOR, being duly sworn, deposes and says:

1. I am a Plaintiff in the above entitled action.
2. I have read the contents of the foregoing Complaint.
3. The information stated therein is true to my own knowledge except as to those

matters therein stated to be alleged upon information and belief, and as to those matters I believe
the information to be true.


NADINE DOR

Sworn to before me

12/12/19


Notary Public

MONA R PATEL
NOTARY PUBLIC-STATE OF NEW YORK
No. 02PA6355375
Qualified In Kings County
My Commission Expires 03-06-2021

VERIFICATION

STATE OF NEW YORK)
) :SS.:
COUNTY OF KINGS)

ABIGAIL GEORGE, being duly sworn, deposes and says:

1. I am a Plaintiff in the above entitled action.
2. I have read the contents of the foregoing Complaint.
3. The information stated therein is true to my own knowledge except as to those

matters therein stated to be alleged upon information and belief, and as to those matters I believe
the information to be true.



ABIGAIL GEORGE

Sworn to before me

12/12/19



Notary Public

MONA R PATEL
NOTARY PUBLIC-STATE OF NEW YORK
No. 02PA6355375
Qualified In Kings County
My Commission Expires 03-06-2021

VERIFICATION

STATE OF NEW YORK)
) :SS.:
COUNTY OF KINGS)

IMELDA MATTY, being duly sworn, deposes and says:

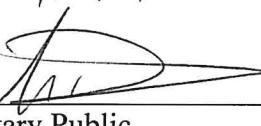
1. I am a Plaintiff in the above entitled action.
2. I have read the contents of the foregoing Complaint.
3. The information stated therein is true to my own knowledge except as to those

matters therein stated to be alleged upon information and belief, and as to those matters I believe
the information to be true.



IMELDA MATTY

Sworn to before me

12/12/19


Notary Public

MONA R PATEL
NOTARY PUBLIC-STATE OF NEW YORK
No. 02PA6355375
Qualified In Kings County
My Commission Expires 03-06-2021

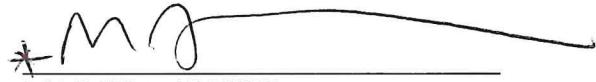
VERIFICATION

STATE OF NEW YORK)
) :SS.:
COUNTY OF KINGS)

MARSHA ALEXIS, being duly sworn, deposes and says:

1. I am a Plaintiff in the above entitled action.
2. I have read the contents of the foregoing Complaint.
3. The information stated therein is true to my own knowledge except as to those

matters therein stated to be alleged upon information and belief, and as to those matters I believe
the information to be true.



MARSHA ALEXIS

Sworn to before me

December 12, 2019



Notary Public

THOMAS F. CHEW
Notary Public State of New York
No. 02CH6324038
Qualified in Kings County
Commission Expires May 4, 2023

VERIFICATION

STATE OF NEW YORK)
) :SS:
COUNTY OF KINGS)

MARYLINE ALEXIS, being duly sworn, deposes and says:

1. I am a Plaintiff in the above entitled action.
2. I have read the contents of the foregoing Complaint.
3. The information stated therein is true to my own knowledge except as to those

matters therein stated to be alleged upon information and belief, and as to those matters I believe
the information to be true.



MARYLINE ALEXIS

Sworn to before me

December 12, 2019



Notary Public

THOMAS F. CHEW
Notary Public State of New York
No. 02CH6324038
Qualified in Kings County
Commission Expires May 4, 2023

VERIFICATION

STATE OF NEW YORK)
) :SS.:
COUNTY OF KINGS)

Tabita Sylvester, being duly sworn, deposes and says:

1. I am a Plaintiff in the above entitled action.
2. I have read the contents of the foregoing Complaint.
3. The information stated therein is true to my own knowledge except as to those matters therein stated to be alleged upon information and belief, and as to those matters I believe the information to be true.

Tabita Sylvester
Tabita Sylvester

Sworn to before me

December 12, 2019



Notary Public

THOMAS F. CHEW
Notary Public State of New York
No. 02CH6324038
Qualified in Kings County
Commission Expires May 4, 2023

VERIFICATION

STATE OF NEW YORK)
)
 :SS.:
COUNTY OF KINGS)

Cleon Pompey, being duly sworn, deposes and says:

1. I am a Plaintiff in the above entitled action.
2. I have read the contents of the foregoing Complaint.
3. The information stated therein is true to my own knowledge except as to those matters therein stated to be alleged upon information and belief, and as to those matters I believe the information to be true.

Cleon Pompey
Cleon Pompey

Sworn to before me

January 6, 2020



Notary Public

THOMAS F. CHEW
Notary Public State of New York
No. 02CH6324038
Qualified in Kings County
Commission Expires May 4, 2023