

SUPREME COURT FOR THE STATE OF NEW YORK
BRONX COUNTY

LAWRENCE CHAIFETZ, JUAN ROSADO,
KIDDY MORALES, ROBBAN TOLENO,
ASATO IKEDA, CALPURNYIA ROBERTS
and KEVIN ROBERTS, on behalf of
themselves and all others similarly situated,

Index No.: 20844/2018E

Plaintiffs,

**PLAINTIFFS' SECOND AMENDED
CLASS ACTION COMPLAINT**

-v-

WEINREB MANAGEMENT LLC, 3660
OXFORD AVENUE ASSOCS. LLC, and 3950
BLACKSTONE ASSOCIATES LLC

Defendants.

Plaintiffs Lawrence Chaifetz, Juan Rosado, Kiddy Morales, Robban Toleno, Asato Ikeda, Calpurnya Roberts, and Kevin Roberts, (“Plaintiffs”) individually, and on behalf of all others similarly situated, by and through their attorneys, brings this class action complaint against Weinreb Management LLC, 3660 Oxford Avenue Assocs. LLC, and 3950 Blackstone Associates LLC (“Defendants”).

INTRODUCTION

1. 3660 Oxford Avenue Assocs. LLC is the owner in fee of the apartment building located at 3660 Oxford Avenue (“3660 Oxford”) in the Bronx.
2. 3950 Blackstone Associates LLC is the owner in fee of the apartment building located at 3950 Blackstone Avenue (“3950 Blackstone”) in the Bronx.
3. Weinreb Management LLC (“Weinreb”) serves as the property manager for 3660 Oxford and 3950 Blackstone.

4. From July of 2007 until continuing through at least June of 2019, 3660 Oxford received, certain tax abatements and/or exemptions pursuant to the J-51 tax benefits program (“J-51 Program”).

5. From July of 2004 to June of 2016, 3950 Blackstone received certain tax abatements and/or exemptions pursuant to the J-51 tax benefits program (the “J-51 Program”).

6. Landlords of buildings in the J-51 Program are required to provide their tenants with rent-stabilized leases as a condition of receiving the tax benefits.

7. Landlords of buildings receiving J-51 tax benefits are legally required to provide their tenants with appropriate riders (the “J-51 Rider”) detailing the tax credit, and disclosing when it expires. NYC Adm. Code § 26-504(c).

8. Landlords of buildings in the J-51 Program are required to register the apartments in their buildings with the Division of Housing and Community Renewal (“DHCR”).

9. For years, despite participating in the J-51 Program, Defendants failed to provide their tenants with rent stabilized leases and J-51 riders, and failed to register their apartments with DHCR.

10. For instance, the rent history for Apartment 12G at 3660 Oxford on file with DHCR states:

2008	RS	07/15/2008	1490.15		12/01/2006
		TENANT: HELLA SILBERBERG			11/30/2008
2009	*REG NOT FOUND FOR SUBJECT PREMISES*				
2010	*REG NOT FOUND FOR SUBJECT PREMISES*				
2011	*REG NOT FOUND FOR SUBJECT PREMISES*				
2012	*REG NOT FOUND FOR SUBJECT PREMISES*				
2013	*REG NOT FOUND FOR SUBJECT PREMISES*				
2014	*REG NOT FOUND FOR SUBJECT PREMISES*				
2015	*REG NOT FOUND FOR SUBJECT PREMISES*				
2016	VA	03/06/2017	2600.00		
2017	RS	07/27/2017	2800.00		07/15/2016
		TENANT: ASATO IKEDA		VAC/LEAS	07/31/2017
		ROBBAN TOLENO			

11. Defendants' tax filings for 3660 Oxford and 3950 Blackstone demonstrate that there are other tenants who are similarly situated to Plaintiffs.

12. According to Defendants' June 2015 tax filings, only 42 out of 77 units at 3660 Oxford were listed as rent stabilized.

13. Similarly, according to Defendants' June 2015 tax filings, only 116 of 176 units at 3950 Blackstone were listed as rent stabilized.

14. This is in violation of the rent-stabilization laws and the J-51 Program's rules, which rules required all 77 units at 3660 Oxford, and all 176 units at 3950 Blackstone, to be rent stabilized.

15. The aforementioned conduct demonstrates an attempt by Defendants to circumvent the requirements of New York City's rent regulations, all at the expense of the tenants residing at 3660 Oxford and 3950 Blackstone.

PARTIES

Plaintiffs

A. 3660 Oxford

16. Plaintiff Lawrence Chaifetz leased Apartment 4G at 3660 Oxford.
17. 3660 Oxford received J-51 tax benefits from New York City entitling the tenants of that building to rent-stabilized leases.
18. Upon moving into his apartment, Plaintiff Chaifetz was impermissibly provided with a purported “free market” lease, lacking the required J-51 Rider.
19. Defendants impermissibly failed to file with DHCR the legally required registrations for Plaintiff Chaifetz’s apartment, and his apartment is listed as “registration not found” in its DHCR rent history from 2008 to 2016.
20. Because Defendants’ building at 3660 Oxford participated in the J-51 Program, Plaintiff Chaifetz’s apartment could not legally or rightfully be listed as exempt.
21. Plaintiff Chaifetz is entitled to a lease providing the correct legal regulated rent.
22. Plaintiff Chaifetz is entitled to damages from Defendants for rent paid over and above what Defendants were legally entitled to charge.
23. Plaintiff Juan Rosado resided in Apartment 11D at 3660 Oxford.
24. Upon moving into his apartment, Plaintiff Rosado was impermissibly provided with a purported “free market” lease, lacking the required J-51 Rider.
25. Defendants impermissibly failed to file with DHCR the legally required registrations for Plaintiff Rosado’s apartment, and his apartment is listed as “registration not found” in its DHCR rent history from 2008 to 2016.

26. Because Defendants' building at 3660 Oxford participated in the J-51 Program, Plaintiff Rosado's apartment could not legally or rightfully be listed as exempt.

27. Plaintiff Rosado is entitled to damages from Defendants for rent paid over and above what Defendants were legally entitled to charge.

28. Plaintiff Kiddy Morales resided in Apartment 11E at 3660 Oxford.

29. Upon moving into her apartment, Plaintiff Morales was impermissibly provided with a purported "free market" lease, lacking the required J-51 Rider.

30. Defendants impermissibly failed to file with DHCR the legally required registrations for Plaintiff Morales's apartment, and her apartment is listed as "registration not found" in its DHCR rent history from 2005 to 2016.

31. Because Defendants' building at 3660 Oxford participated in the J-51 Program, Plaintiff Morales's apartment could not legally or rightfully be listed as exempt.

32. Plaintiff Morales is entitled to damages from Defendants for rent paid over and above what Defendants were legally entitled to charge.

33. Plaintiffs Robban Toleno and Asato Ikeda resided in Apartment 12G at 3660 Oxford.

34. Upon moving into their apartment, Plaintiffs Toleno and Ikeda were impermissibly provided with a purported "free market" lease, lacking the required J-51 Rider

35. Defendants impermissibly failed to file with DHCR the legally required registrations for Plaintiff Toleno's and Ikeda's apartment, and their apartment is listed as "registration not found" in its DHCR rent history from 2009 to 2016.

36. Because Defendants' building at 3660 Oxford participated in the J-51 Program, Plaintiffs Toleno's and Ikeda's apartment could not legally or rightfully be listed as exempt.

37. Plaintiffs Toleno and Ikeda are entitled to damages from Defendants for rent paid over and above what Defendants were legally entitled to charge.

B. 3950 Blackstone

38. Plaintiffs Calpurnya and Kevin Roberts resided in Apartment 2V at 3950 Blackstone.

39. Upon moving into their apartment, Plaintiffs Calpurnya and Kevin Roberts were impermissibly provided with a purported “free market” lease, lacking the required J-51 Rider.

40. Defendants impermissibly failed to file with DHCR the legally required registrations for Plaintiffs Calpurnya and Kevin Roberts’s apartment, and their apartment is listed as “registration not found” in its DHCR rent history from 2006 to 2016.

41. Because Defendants’ building at 3950 Blackstone participated in the J-51 Program, Plaintiffs Calpurnya and Kevin Roberts’s apartment could not legally or rightfully be listed as exempt.

42. Plaintiffs Calpurnya and Kevin Roberts are entitled to damages from Defendants for rent paid over and above what Defendants were legally entitled to charge.

Defendants

43. Weinreb Management LLC is the property management company for 3660 Oxford and 3950 Blackstone.

44. Upon information and belief, Weinreb Management directed all aspects of leasing at 3660 Oxford and 3950 Blackstone, including the failures to register the apartments with DHCR, as required.

45. Upon information and belief, Weinreb Management LLC conducts and transacts business in this County, and in the State of New York.

46. 3660 Oxford Avenue Assocs. LLC is the registered owner of the apartment building located at 3660 Oxford Avenue in Bronx.

47. Upon information and belief, Defendant 3660 Oxford Avenue Assocs. LLC conducts and transacts business in Bronx County, and in the State of New York.

48. 3950 Blackstone Associates LLC is the registered owner of the apartment building located at 3950 Blackstone in the Bronx.

49. Upon information and belief, 3950 Blackstone Associates LLC conducts and transacts business in Bronx County, and in the State of New York.

THE APPLICABLE STATUTORY AND REGULATORY ENVIRONMENT

The Rent Stabilization Law and the Rent Stabilization Code

50. In 1969, citing a continuing shortage of residential rental housing, the New York City Council enacted its rent stabilization statute, the Rent Stabilization Law (“RSL”), N.Y. Unconsol. Law § 26-501 (McKinney).

51. Thereafter, the New York City Council gave DHCR authority to promulgate regulations in furtherance of the RSL. DHCR did so by establishing the Rent Stabilization Code (“RSC”), N.Y. Comp. Codes R. & Regs. Tit. 9, § 2520.1, *et seq.*

52. The RSL and RSC limit the rent that landlords can charge and circumscribe the manner in which landlords are able to raise rents, cover the cost of improvements, and deregulate apartments.

53. The rent that a landlord may charge for a regulated unit is based on an initial legal rent.

54. The initial legal rent is based, in part, on the rent the previous tenant paid.

55. Landlords of rent-stabilized apartments may be entitled to increase rents:

- a. when permitted by the RGB;
- b. following a DHCR approved Major Capital Improvement;
- c. an increase following a vacancy; and/or
- d. following Individual Apartment Improvements that are properly supported by documentation, and made either during the vacancy of an apartment or agreed upon by the tenant.

56. In New York City, the RGB sets the maximum rates for rent increases once a year that are effective for rent stabilized leases commencing on or after October 1st of each year through September 30th of the following year. RSC § 2522.4.

The J-51 Program

57. In 1955, the New York State Legislature enacted Real Property Tax Law (“RPTL”) § 489, which authorized cities to promulgate local laws that would provide multiple dwelling owners with tax incentives to rehabilitate their properties or convert them to residential use.

58. After the enactment of RPTL § 489, the City of New York adopted Administrative Code § J51-2.5¹ (now Administrative Code § 11-243) as an incentive to reward residential major capital improvement, moderate rehabilitation and conversion projects with real property tax exemption and abatement benefits for certain enumerated projects.

59. Pursuant to the 1955 Legislative Annual, the purpose of the J-51 Program was to “provide decent safe and sanitary homes for lower income families.” NY Legis. Ann., 1955, at 267-268.

¹ The J-51 Program is the successor to former J-41-2.4 of the Administrative Code. Thereafter, it was renumbered as § J51-2.5.

60. While the J-51 Program has been expanded over the years to cover various types of rehabilitations and conversions, its focus has essentially remained to “increase the supply of moderate rental housing that meets satisfactory standards.”²

61. The J-51 Program has been repeatedly amended to impose additional requirements concerning, *inter alia*, the use of the buildings and apartments that are eligible for J-51 treatment.

62. In furtherance of its original purpose, to strike a balance between creating affordable and safe housing, the City of New York adopted Administrative Code § 11-244, which provides in relevant part as follows:

During the period of tax exemption or abatement pursuant to this section, each of the following shall be a condition precedent to the continuation of the exemption and/or abatement:

* * *

(ii) all dwelling units, except owner occupied units, shall be subject to the emergency housing rent control law or the local housing rent control act or the tenant protection act of nineteen hundred seventy-four, or any local laws enacted pursuant thereto or the rent stabilization law of nineteen hundred sixty-nine;

63. In other words, as a condition to receiving benefits pursuant to the J-51 Program, a building owner must provide its tenants with the protections of the rent stabilization laws.

64. Indeed, the apartments in a building receiving benefits pursuant to the J-51 Program must be subject to the rent stabilization laws while the building is receiving those benefits, even if those apartments would otherwise be exempt.

65. In 1985, the Legislature amended Real Property Tax Law § 489 so as to allow rent regulation to continue after the expiration of the J-51 Benefits until the first vacancy thereafter,

² See note, McKinney’s Session Laws (1960), ch. 968, p. 1550

unless each and every lease and renewal issued during the period during which the Building is receiving benefits contains a prominent notice informing the tenant that rent regulation will expire when the tax benefits expire, and the approximate date thereof. RPTL § 489(7) (b) (2).

66. To that end, the City of New York adopted Administrative Code § 26-504(c) which provides, in relevant part, that:

...Upon the expiration or termination for any reason of the benefits of section 11-243 or section 11-244 of the code or article eighteen of the private housing finance law any such dwelling unit shall be subject to this chapter until the occurrence of the first vacancy of such unit after such benefits are no longer being received or if each lease and renewal thereof for such unit for the tenant in residence at the time of the expiration of the tax benefit period has included a notice in at least twelve point type informing such tenant that the unit shall become subject to deregulation upon the expiration of such tax benefit period and states the approximate date on which such tax benefit period is scheduled to expire, such dwelling unit shall be deregulated as of the end of the tax benefit period; provided however, that if such dwelling unit would have been subject to this chapter or the emergency tenant protection act of nineteen seventy-four to the same extent and in the same manner as if this subdivision had never applied thereto.

**DEFENDANTS' FRAUDULENT SCHEME
TO EVADE THE RENT STABILIZATION LAWS**

67. Upon information and belief, certain units at 3660 Oxford and 3950 Blackstone are subject to the RSL by virtue of the fact that they received and receive benefits under the J-51 Program.

68. Upon information and belief, the apartments of Plaintiffs and the Class were all subject to rent control and/or rent stabilization and previously registered as such with DHCR.

69. Upon information and belief, Defendants knowingly and willfully failed to comply with the requirements of the RSL by, among other things, failing to provide tenants at 3660 Oxford and 3950 Blackstone with rent-stabilized leases, failing to properly register the apartments with DHCR, and increasing rents beyond the limits set forth by the RGB.

70. Defendants, either directly or indirectly, charged Plaintiffs and the Class market rate rents or rents otherwise in excess of the legal regulated rent for their apartments.

71. Defendants, either directly or indirectly overcharged Plaintiffs and the Class an amount equal to the difference between their monthly rents and the appropriate legal regulated rent-stabilized rents.

CLASS ALLEGATIONS

The Class and Sub-Class

72. This action may be properly maintained as a class action under the provisions of Article 9 of the CPLR.

73. The proposed Class is defined as:

all tenants at 3660 Oxford and/or 3950 Blackstone living, or who had lived, in apartments that were deregulated during the period when J-51 tax benefits were being received by the owner of 3660 Oxford and/or 3950 Blackstone, except that the class shall not include (i) any tenants who vacated before January 23, 2014 or (ii) any tenants whose occupancy in any such apartment commenced after such J-51 tax benefits to a building ended (the “Class”).

74. The Class seeks certification of claims for damages.

75. In addition, Plaintiffs propose a Sub-Class consisting of all current tenants at 3660 Oxford and/or 3950 Blackstone, who currently reside in an unlawfully deregulated apartment (the “Sub-Class”).

76. The Sub-Class seeks certification of claims for declaratory and injunctive relief as described more fully below.

Class and Sub-Class Meet Requirements for Certification

77. The Class and Sub-Class are so numerous that joinder of all members is impracticable.

78. Although the exact number and identities of the members of the Class and Sub-Class are currently unknown to Plaintiffs, it is reasonable to conclude that the practices complained of herein affect more than one hundred current and former tenants at 3660 Oxford and 3950 Blackstone.

79. Nearly all factual, legal, and statutory relief issues that are raised in this Complaint are common to each of the members of the Class and Sub-Class and will apply uniformly to every member of the Class and Sub-Class.

80. The claims of the representative Plaintiffs are typical of the claims of each member of the Class. They, like all other members of the Class, sustained damages arising from Defendants' fraudulent scheme to evade the rent stabilization laws.

81. The representative Plaintiffs and the members of the Class were and are similarly or identically harmed by the same unlawful, deceptive, unfair, systematic and pervasive pattern of misconduct.

82. The claims of the representative Plaintiffs are typical of the claims of each member of the Sub-Class. Plaintiffs, like all other members of the Sub-Class, are entitled to the same declaratory and injunctive relief as the members of the Sub-Class.

83. The representative Plaintiffs will fairly and adequately represent and protect the interests of the Class and Sub-Class.

84. There are no material conflicts between the claims of the representative Plaintiffs and the members of the Class and Sub-Class that would make class certification inappropriate.

85. The counsel selected to represent the Class and Sub-Class will fairly and adequately protect the interest of the Class and Sub-Class, and they are lawyers who have experience in class and complex litigation and are competent counsel for this class action litigation.

86. Counsel for the Class and Sub-Class will vigorously assert the claims of all members of the Class and Sub-Class.

87. This action is properly maintained as a class action in that common questions of law and fact exist as to the members of the Class and Sub-Class and predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- a. the interests of the members of the Class and Sub-Class in individually controlling the prosecution or defense of separate actions;
- b. the impracticability or inefficiency of prosecuting or defending separate actions;
- c. the extent and nature of any litigation concerning the controversy already commenced by or against members of the Class and Sub-Class;
- d. the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and
- e. the difficulties likely to be encountered in the management of a class action.

88. Among the numerous questions of law and fact common to the Class and Sub-Class are:

- a. whether the Defendants act or refuse to act on grounds generally applicable to the Plaintiffs, the Class, and the Sub-Class;
- b. whether the Defendants have established a pattern, practice, or policy of misrepresenting tenants' rent stabilization status or of failing to notify tenants that their apartments are, or should be, rent-stabilized;
- c. whether the Defendants have established a pattern, practice, or policy of unlawfully deregulating apartments;
- d. whether the Defendants have established a pattern, practice, or policy of failing to provide rent-stabilized leases to tenants in J-51 buildings;
- e. whether Defendants have established a pattern, practice, or policy of overcharging rent;

- f. whether Defendants' practices, acts, and conduct violate the RSL and RSC;
- g. to what extent Plaintiffs and members of the Class are entitled to damages; and
- h. to what extent Plaintiffs and members of the Sub-Class are entitled to declaratory and injunctive relief.

COUNT ONE
VIOLATION OF RSL § 26-512
(on behalf of the Class)

89. Plaintiffs re-allege and incorporate by reference the allegations in ¶¶ 1 thru 88 of this complaint.

90. At all times relevant hereto, apartments of Plaintiffs and the Class were subject to the provision of the RSL.

91. Defendants entered into leases with Plaintiffs and the Class, which misrepresented the amount of rent Defendants were legally entitled to collect and/or falsely represented that their apartments were not subject to rent stabilization.

92. Defendants charged Plaintiffs and the Class rents in excess of the legal regulated rent for their apartments.

93. Defendants overcharged Plaintiffs and the members of the Class an amount equal to the difference between their monthly rents and the appropriate legal regulated rent-stabilized rents.

94. Plaintiffs and members of the Class are entitled to recover monetary damages from Defendants based on the unlawful overcharges, as well as an award of interest thereon.

COUNT TWO
VIOLATION OF RSL § 26-512
(on behalf of the Sub-Class)

95. Plaintiffs re-allege and incorporate by reference the allegations in ¶¶ 1 thru 88 of this complaint.

96. A justiciable controversy exists between the parties in that, among other things, Plaintiffs and the members of the Sub-Class allege that their respective apartments are subject to rent stabilization coverage, pursuant to the RSL.

97. Defendants entered into leases with Plaintiffs and the members of the Sub-Class, which incorrectly, falsely, and illegally misrepresented the amount of rent Defendants were legally entitled to collect and/or falsely represented that their apartments were not subject to rent stabilization.

98. As described above, and upon information and belief, Defendants' conduct was designed to remove the apartments of Plaintiffs and members of the Sub-Class from the protections of rent stabilization.

99. A justiciable controversy exists in that, upon information and belief, Defendants dispute that the apartments of Plaintiffs and members of the Sub-Class are subject to rent stabilization under the RSL and RSC.

100. Plaintiffs and members of the Sub-Class lack an adequate remedy at law.

101. By reason of the foregoing, Plaintiffs and members of the Sub-Class are entitled to a declaratory judgment adjudging and determining:

- a. the apartments of Plaintiffs and members of the Sub-Class are each subject to the RSL and RSC;
- b. Plaintiffs and members of the Sub-Class are each entitled to a rent-stabilized lease in a form promulgated by DHCR;

- c. the amount of the legal regulated rent for the apartments of Plaintiffs and members of the Sub-Class;
- d. any leases offered by Defendants to Plaintiffs and members of the Sub-Class are invalid and unlawful unless they are offered on lease forms and terms prescribed by DHCR; and
- e. Plaintiffs and members of the Sub-Class are not required to pay any rent increases unless and until legally permissible rent-stabilized lease offers are made to, and accepted by, Plaintiffs and members of the Sub-Class.

102. Plaintiffs and members of the Sub-Class are entitled to reformation of their leases to provide that their units were and are, in fact, subject to rent stabilization.

103. Plaintiffs and members of the Sub-Class are entitled to reformation of their leases to represent accurately the amount of rent Defendants are legally entitled to charge Plaintiffs and members of the Sub-Class.

COUNT THREE
DECLARATORY RELIEF
(on behalf of the Sub-Class)

104. Plaintiffs re-allege and incorporate by reference the allegations in ¶¶ 1 thru 88 of this complaint.

105. A justiciable controversy exists between the parties in that, among other things, Plaintiffs and members of the Sub-Class allege that their respective apartments are subject to rent stabilization coverage.

106. Notwithstanding the clear requirements of the RSL and RSC, Defendants have not provided Plaintiffs and members of the Sub-Class with rent-stabilized leases and/or rent-stabilized leases in the correct amount, as required by law.

107. Moreover, as set forth in more detail above, and upon information and belief, Defendants' conduct was willful and designed to remove the apartments of Plaintiffs and members of the Sub-Class from the protections of rent stabilization.

108. Plaintiffs and members of the Sub-Class lack an adequate remedy at law.

109. By reason of the foregoing, Plaintiffs and members of the Sub-Class are entitled to a declaratory judgment adjudging and determining:

- a. the apartments of Plaintiffs and members of the Sub-Class members are subject to the RSL and RSC and any purported deregulation by Defendants was invalid as a matter of law;
- b. Plaintiffs and members of the Sub-Class are each entitled to a rent-stabilized lease in a lease form promulgated by DHCR;
- c. the amount of the legal regulated rent for the apartments of Plaintiffs and members of the Sub-Class;
- d. any leases offered by Defendants to Plaintiffs and members of the Sub-Class are invalid and unlawful unless they are offered on lease forms and terms prescribed by DHCR; and
- e. Plaintiffs and members of the Sub-Class are not required to pay any rent increases unless and until legally permissible rent-stabilized lease offers are made to, and accepted by, said Plaintiffs and members of the Sub-Class.

PRAYER FOR RELIEF

WHEREFORE, and for the foregoing reasons, Plaintiffs pray to this Court for the following relief:

- A. Certifying the Class and Sub-Class proposed by Plaintiffs, appointing the Plaintiffs as representatives of the Class and Sub-Class; and appointing Plaintiffs' counsel as Class Counsel for the Class and Sub-Class;
- B. Appropriate money damages against Defendants resulting from their violation of the RSL and RSC;
- C. Because Plaintiffs and members of the Sub-Class have no adequate remedy at law for Defendants' ongoing violations of the RSL and RSC, against Defendants for injunctive relief to undertake all appropriate and corrective remedial measures,

including, but not limited to, appointing an independent individual or entity to audit and undertake an accounting of every rent-stabilized and deregulated apartment at 3660 Oxford and 3950 Blackstone and reforming leases to comply with the RSL and RSC where necessary;

- D. Temporarily, preliminarily, and permanently enjoining Defendants from continuing to violate the RSL and RSC;
- E. Against Defendants for disgorgement of profits from fees earned as a direct and proximate result of rent overcharges;
- F. Against Defendants for judgment in the amount of Plaintiffs' attorneys' fees, costs and disbursements in an amount to be determined at a hearing or trial; and
- G. Granting such other and further relief as this Court deems just and proper.

DATED: New York, New York
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NEWMAN FERRARA LLP



By: _____

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