

STATE OF NEW YORK
SUPREME COURT COUNTY OF ROCKLAND

X Index No. 034853/2010

**JOSEPH SUAREZ and Paul & Joseph Management, Inc.,
Representing over five percent of the interests, on behalf of
All unit owners, and in the name of The Foundry at
Washington Park Condominium Association,
Plaintiffs,**

-against-

SUMMONS

**Roy Spells, Rachel Haque, John Angelet, Maria Flores,
Liza Scotto-Armbrister, Robert Walentin, Albert Weiss,
Smith, Buss & Jacobs, LLC, Blustein, Shapiro, Rich &
Barone, LLP John Doe 1, and John Doe 2,**

Defendants.

X

To The Above Named Defendant:

You are hereby summoned and required to serve upon Plaintiffs, an Answer to the Verified Complaint which is herewith served upon you, within twenty (20) days after service of this Summons upon you, exclusive of the day of service (or within 30 days if this summons is not personally delivered to you within the State of New York); and If you fail to appear or answer, judgment by default will be taken against you for the relief demanded in the Verified Complaint.

Dated: Chestnut Ridge, New York
January 19, 2013

Yours, etc.



Joseph E. Suarez, Esq.
Attorney for Plaintiffs
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Chestnut Ridge, NY 10977-7030
(845) 425-0026

**JOSEPH SUAREZ and Paul & Joseph Management, Inc.,
Representing over five percent of the interests, on behalf of
All unit owners, and in the name of The Foundry at
Washington Park Condominium Association,**

Plaintiffs,

-against-

**VERIFIED
AMENDED COMPLAINT**

**Roy Spells, Rachel Haque, John Angelet, Maria Flores,
Liza Scotto-Armbrister, Robert Walentin, Albert Weiss,
Smith, Buss & Jacobs, LLC, Blustein, Shapiro, Rich &
Barone, LLP John Doe 1, and John Doe 2,
Defendants.**

X

The Plaintiffs, complaining of the Defendants, on behalf of all unit owners, and in the name of the Foundry at Washington Park Condominium Association, respectfully allege as follows:

PARTIES and BACKGROUND

1. Plaintiff Joseph Suarez, at all times relevant herein, was and is a resident of the State of New York; and, resides at 54 Wilshire Drive, Chestnut Ridge, New York 10977.
2. At all times relevant herein Plaintiff Joseph Suarez [hereafter “Suarez”] was, and remains, the President and a principal of Plaintiff Paul & Joseph Management, Inc., and served on the Board of the condominium association described below from February 2007, through July 2009.
3. Plaintiff Paul & Joseph Management, Inc., [hereafter, “P & J”] is a New York State corporation incorporated in Rockland County, New York; is the owner of six (6) condominium units at a condominium complex known as The Foundry at Washington Park Condominiums [hereafter, “the Foundry”]; and has always had its corporate address at 54 Wilshire Drive, Chestnut Ridge, New York 10977.
4. Upon information and belief: The Foundry at Washington Park Condominium Association [hereafter, “Association”] was created as

an unincorporated association pursuant to Article 9B of the Real Property Law (the Condominium Act) and represents 120 units, of which 61 units have actually been constructed and had Certificates of Occupancy issued thereto; it has three components, or “phases”, which occupy a single contiguous city block; “Phase I”, consisting of 28 units, whose street address is 44 Johnes Street; “Phase II”, consisting of 34 units, whose Street address is 70 Johnes Street, and; “Phase III”, consisting of 59 “paper”, or un-built, units, whose street address is 45 Edward Street.

5. At all times relevant herein, Defendant Roy Spells [hereafter “Spells”] was a Board member and Officer of the Association, and owner and resident of unit 201E in Phase II of the Foundry, in Orange County at 70 Johnes Street, Newburgh, New York 12550.
6. At all times relevant herein, Defendant Maria Flores [hereafter “Flores”] was a Board member and Secretary of the Association, and owner and resident of unit 305J in Phase I of the Foundry, in Orange County at 44 Johnes Street, Newburgh, New York 12550.
7. Upon information and belief: at all times relevant herein, Rachel Andrews Haque [hereafter, “Haque”] was, and remains, the co-owner of unit #403-E in phase II of the Foundry, was a former Secretary, and President, of the Association; formerly resided in Westchester County, at 306 Old Farm Road, Valhalla, New York 10532, and presently resides in Rockland County at 1 Swallow Avenue, Chestnut Ridge, New York 10977.
8. At all times relevant herein, Defendant John Angelet [hereafter “Angelet”] was a Board member and Treasurer of the Association, and owner of unit 406-E in Phase II of the Foundry, in Orange County.
9. At all times relevant herein, Defendant Liza Scotto-Armbrister [hereafter “Scotto”] was a New York State licensed Real Estate Broker, and the owner of unit 328-E in Phase II of the Foundry, in

Orange County.

10. At all times relevant herein, Defendant Robert Walentin [hereafter “Walentin”] was the owner of unit 103-E in Phase II of the Foundry, in Orange County, is the husband of Kimberly Walentin [hereafter “Kim”] and resides at 126 Delafield Lane, Newburgh, New York 12550.
11. Upon information and belief, at all times relevant herein, Defendant Albert Weiss was the principal of Pyramid Services Corp. [hereafter, “Pyramid”], said company being a member of Foundry Development Group, LLC, [hereafter, “FDG, LLC”], has been an Association Board member since 2008, to the present, and was, and still is, a resident of Orange County, State of New York, residing at 15 Koznits Road, Unit 301, Monroe, New York 10950.
12. At all times relevant herein, Yael Wepman [hereafter, “Wepman”] was an attorney in the employ of Smith, Buss & Jacobs, LLC, [hereafter, “Jacobs lawfirm”] with offices in Westchester County at 733 Yonkers Avenue, New York 10704.
13. At all times relevant herein, Kenneth Jacobs [hereafter, “Jacobs”] was an attorney in the employ of the Jacobs lawfirm.
14. At all times relevant herein, Matthew Smith [hereafter, Smith”] was an attorney in the employ of the Jacobs lawfirm.
15. Upon information and belief, The Foundry Development Co., Inc., [hereafter, “FDC”] acquired all rights, title and interest in the Phase III premises pursuant to a certain deed dated January 29, 1999 and recorded on, or about, March 1, 1999 in Liber 5000, page 261, in the Office of the County clerk of Orange County, New York.
16. In 2007, all of the shareholders, and their percentage interests, of FDC, consisted of: Gerardo Sanchez & Zoraida Gonzalez, 70%, and Joseph Suarez, 30%.
17. Purely an investor, at no time was Suarez ever a Director, Officer or principal, of FDC.
18. On or about August 14, 2007, Zoraida Gonzalez & Gerardo Sanchez

[hereafter, “Sanchez”] sold all of their interest in the Phase III premises to FDG, LLC, pursuant to an agreement between “...THE FOUNDRY DEVELOPMENT CO., INC., a New York corporation (‘Owner’) and FOUNDRY DEVELOPMENT GROUP, LLC, a New York limited liability company (‘Developer’)” that provided, in relevant part as follows:

“On the Closing Date, the Developer shall cause its operating agreement to be amended to provide that Joseph Suarez, the remaining shareholder of the Owner, shall receive membership interests in the Developer equal to a 30% non-management membership interest (the “Minority Interest”) which shall entitle him to 30% of the Developer’s voting rights in the Condominium Board of Managers Association (“Association”).”

19. As a consequence, Plaintiff Joseph Suarez presently holds the voting rights equivalent to eighteen (18) units in the Association and, together with P & J’s six (6) units, is entitled to vote approximately 20% of the voting interests of the Association.
20. Prior to, thusly, becoming a member of FDG, LLC, in mid-August, 2007, Suarez had never voted as an unit owner at the Foundry, except as a principal of P & J.
21. FDG, LLC, and Weiss, are presently represented, as party Defendants, by the law firm of BLUSTEIN, SHAPIRO, RICH & BARONE, LLP [hereafter, “Blustein Law Firm”], in a suit by Imperial Capital Bank [hereafter, “Imperial”] to recover an amount in excess of \$1.6 Million advanced to these Defendants for the purchase and completion of construction of Phase III of the Foundry.
22. The Blustein Law Firm, through Rita Rich, Esq., a principal of the firm, also represented Weiss in negotiating the contract to purchase the Phase III units from FDC.
23. The Blustein Law Firm presently represents the Association [of the Foundry], and has its offices at 10 Matthews Street, Goshen, New York 10924.
24. At all times relevant herein, John Does 1 & 2 are entities and/or individuals who, upon information and belief, unlawfully conspired with the named Defendants, but whose precise unlawful acts and

identities are uncertain, at this time, to the Plaintiffs, and who may be joined hereafter in this matter.

25. Plaintiffs have initiated this derivative action pursuant to Section 623 of the New York Not-For-Profit Corporation Law.
26. By letter dated February 21, 2012, captioned: “Request for Board Action for the benefit of all unit owners”, addressed to the Managing Agent of the Foundry, and copied to Board members, Plaintiff Joseph Suarez requested “...that the Board undertake to secure financial recoveries, through suit and otherwise, from culpable actors, for the benefit of all unit owners...” and detailed therein the sum-and-substance of the matters complained of herein.
27. At the conclusion of said letter, the following request was made: “Please advise the undersigned as to which, if any, of the above-stated matters the Board will be taking action on. In the absence of a response, the undersigned will reasonably presume that the persons who presently claim to be members of the Board will not be undertaking any suits, nor corrective actions, with respect to the enumerated matters, nor to seek independent counsel to provide advise on same.”
28. Although approximately eleven months have elapsed, the Board has not responded, nor undertaken any actions whatsoever, with respect to the matters complained of, nor, it may be reasonably concluded, is there any likelihood that they ever would.
29. Accordingly, although actual Board action was duly requested, it is patently obvious, not merely in hindsight, that said action would prove futile, as the majority of the present Board members, and some of their attorneys, are not disinterested, and, in fact, are among the malefactors about which this action has been brought.

NATURE OF THE CASE

30. Sometime in, or after, the middle of 2009, at specific times known only to the Defendants, Defendant Haque and others concocted a scheme to attempt to alleviate their personal financial burdens related to ownership of units at the Foundry.
31. Specifically, Haque was being sued by the Association for having negligently caused a flood unto the common-area floor and ceiling, as well the interior of the unit below hers.
32. Additionally, part of the common charges included the amortization of loans for: building a \$450,000 garage in the Phase III ground floor; the renovation of the “super’s” unit; and, security cameras fixtures installed throughout Phases I and II and the related DVR’s.
33. Further, the inner courtyard improvements, consisting of a pavilion recreation building and a wading pool, that had yet to be built, were estimated to cost \$600,000.00, excluding financing.
34. The unit owners had overwhelmingly authorized the Board to seek financing for both the Garage and courtyard improvements at an Annual meeting held on January 7, 2006.
35. More than a year, or two, thereafter, Haque, and others, commenced a largely clandestine campaign telling other unit owners that there might be a way to have these financial responsibilities shouldered by others and, perhaps, even avoid paying-off the loans incurred by the Association.
36. Upon information and belief, the scheme devised was to: extort FDC, and those associated with it, via organized cookie-cutter complaints to the New York State office of the Attorney General, and vexatious litigation, coupled with facially-fraudulent liens being placed upon the Foundry properties owned by P & J and a corporation, Polonia Ventures, LLC, in which Sanchez is, upon information and belief, the principal.
37. Upon information and belief, in order to carry out the scheme, it was deemed necessary to gain entry unto, and subsequently, control of, the Association Board.

38. Upon information and belief, via numerous clandestine meetings held at her premises, as well as that of unit owner Thomas Murphy (who had previously been removed from the Board for cause at the January, 2006 Association meeting), Defendant Haque put into play the elements of her scheme: gradually defaming the reputation of the Plaintiff via lies, and distortions of the law (by way of example: telling other unit owners that the By Laws prohibited Board members from voting their units at elections, and that the Plaintiffs and the other Board members had, thusly, wrongfully voted their units) and facts, to other unit owners, all of the specific contents of which have yet to be exhumed from the participants of said meetings.
39. Subsequently, in August 2009, Defendant Haque succeeded in ascending to the Association Board, and embarked on putting her cabal's scheme into play.
40. A critical element of which was to utilize the Foundry's financial resources for the vexatious litigation without alerting the other unit owners to the extent of the financial harm being visited upon them, by actively preventing the disclosure of the Foundry's finances and legal expenditures.
41. Upon opinion and belief, in addition to actual malice, Defendant Haques' additional motivation to engage in the aforesaid conspiracy and extortion scheme was to forestall the consequences of her personal deteriorating financial condition.
42. Commencing on, or about, the end of 2009 and the start of 2010, Defendant Haque, and her husband, ceased paying the Common Charges, owed to the Association, on their own unit.

FACTUAL ALLEGATIONS

43. In the Fall of 2009, Haque appointed a non-unit owner, Kimberley Walentin [hereafter "Kim"], with Walentin's active consent, to the

Board of the Association, to bolster Haque's voting bloc thereon.

44. At the time of said appointment, Haque, Walentin and Kim all knew that the Bylaws of the Association specifically required that all Board members be unit owners, and that the appointment was unlawful.
45. Specifically, the Bylaws of the Association provide, in Article III, Section 1, thereof: "...all managers shall be owners of units." [Orange County Clerk Records: Book 2095, Page 1146]
46. Upon information and belief, neither Haque, Kim nor Walentin, advised all of the other Board members, at any time, that Kimberley Walentin was not an unit owner, and was unlawfully on the Board.
47. Additionally, in the Spring of 2010, Haque caused the lawsuit previously filed by the Association against her and her husband, Monsur, for damages to Association property and that of another unit owner, to be dismissed, "with prejudice", causing the Association to be damaged in the amount of approximately \$11,000.00.
48. Sometime in the Fall of 2009, at the behest of Defendant Albert Weiss, a realtor named Perry Goldman was appointed to the Board notwithstanding that he was not an unit owner, nor a shareholder of any unit owner entity in the Foundry.
49. Upon information and belief, Mr. Goldman was never elected to the Board and no ballots were ever cast for his election.
50. Thereafter, Mr. Weiss proceeded to vote Mr. Goldman's alleged Board membership at each meeting of the Board, insofar as Mr. Goldman never attended any Board meetings, and notwithstanding that Mr. Weiss did not even present proxies to the Secretary to provide a colorable claim of legal right for his unlawful actions.
51. Upon information and belief, at no time did Defendant Haque, nor any other Board member, voice objection to these actions, nor make any attempt to prevent Mr. Weiss from routinely voting on behalf of the absent Mr. Goldman.
52. Additionally, upon information and belief, Mr. Weiss routinely voted

on behalf of the absent Mr. Freund, insofar as the latter rarely attended Board meetings after 2008, notwithstanding that Mr. Weiss did not even regularly present proxies to the Secretary to provide a colorable claim of legal right for his unlawful actions.

53. Upon information and belief, when Mr. Weiss did present a proxy ostensibly from Mr. Freund, he did so by affixing a rubber stamp simile of Mr. Freund's signature to the document, so that the proxies were not, in fact, actually signed by Mr. Freund.
54. Similarly, upon information and belief, at no time did Defendant Haque, nor any other Board member, voice objection to these actions, nor make any attempt to prevent Mr. Weiss from routinely voting on behalf of the absent Mr. Freund.

FRAUDULENT NOTICES OF LIEN IN FURTHERANCE OF EXTORTION SCHEME

55. On, or about April 23, 2010, at the behest, and with the active participation, of most of the Defendants herein, Liens were filed against each of the units owned by the Plaintiff Paul & Joseph Management, Inc., and Mr. Sanchez' corporation, alleging undifferentiated Common Charges, purportedly owed by nearly all of the Foundry units, including all of the Phase III un-built units, claiming a total lien of One Million, Six Hundred and Twenty-Nine Thousand, Three Hundred and Thirty Four (\$1,629,334.00) Dollars against each of the eleven subject units. [Exhibit "A" – Notice of Lien]
56. These undifferentiated liens that had been filed by the Defendants against the units owned by Paul & Joseph Management, Inc. and Polonia Ventures, LLC, are absolutely bogus and known to be such by all of the Defendants.
57. Specifically, all common charges on the units owned by P & J, units 107J, 207J, 304J, 306J, 307J and 325E, have always been paid, including when previously owned by FDC.

58. The “percentage of common interest” of the respective six (6) units is as follows: 107J: 0.782 %; 20J: 0.818 %; 304J: 0.854 %; 306J: 0.889 %; 307J: 0.792 %; and 325E: 1.077 %. In total, 5.212 % of the percentage of common interest.
59. Upon information and belief, the total expenses of the Foundry for the years 2000 through 2006 were as follows: 2000: \$ 92,280; 2001: \$103,140; 2002: \$142,367; 2003: \$155,525; 2004: \$ 174,664; 2005: \$204,696; and, 2006: \$ 169,850.
60. Accordingly, the total common charges payable by the P & J units for said years (5.212 % x Total Foundry Expenses =) was: 2000: \$4,810; 2001: \$5,376; 2002: \$7,420; 2003: \$8,106; 2004: \$9,103; 2005: \$10,669; and, 2006: \$8,853. The total for all six (6) units for the entire seven (7) year period equal to: \$ 54,337.
61. Hence, even if none of these six (6) units paid any of their common charges for the entire seven-year period, the entire gross common charges owed, of **\$54,337**, would fall far short of the total lien of One Million, Six Hundred and Twenty-Nine Thousand, Three Hundred and Thirty Four (**\$1,629,334.00**) Dollars claimed by the Defendants in their fraudulent lien.
62. Moreover, the lien states that the lien amount of One Million, Six Hundred and Twenty-Nine Thousand, Three Hundred and Thirty Four (\$1,629,334.00) Dollars is against **each** of the units.
63. Upon information and belief, **all** common charges on the units owned by Polonia Ventures, LLC , **have always been paid**, including when previously owned by FDC.
64. Upon information and belief, all of the Defendants have, and had, actual knowledge that **all** common charges on the units owned by P & J , **had always been paid**, including when previously owned by FDC.
65. Upon information and belief, all of the Defendants have, and had, actual knowledge that **all** common charges on the units owned by

Polonia Ventures, LLC, had always been paid, including when previously owned by FDC.

66. Moreover, as part a “Presidents’ Report”, former Association president, “Gerry” Sanchez, had the management agent, John Lease III, mail out copies of the P & L [“Profit & Loss”] sheets for the calendar years 2003, 2004, 2005 and 2006 to all unit owners, including all of the Board Defendants herein, in 2007.
67. Specifically, the P & L sheets showed that the actual total expenses for the Association for the years 2003 through 2006 were, respectively: \$ 155,525 ; \$ 174,664 ; \$ 204,696 and \$ 169,850.
68. Accordingly, each of the Board Defendants had actual knowledge of the actual total expenses of the Foundry for, at least, the four years of 2003 through 2006.

AS AND FOR A FIRST CAUSE OF ACTION FOR FRAUD AGAINST SPELLS

69. Plaintiffs repeat, reiterate and reallege each and every allegation of the complaint herein marked and enumerated “1” through “ 68”, above, as if set forth herein at length.
70. At all times relevant herein, Spells owed a fiduciary duty to the Association and all other unit owners.
71. On, or about, March 23, 2010, Spells, being duly sworn and deposed, subscribed the written Notice of Lien instrument annexed hereto as Exhibit “A”, with a jurat affixed thereto.
72. Therein, Spells swore falsely that unit 105 at 44 Johnes Street, owned by Steven Gleason since approximately 1988, was in arrears in common charges in the amount of \$11,070.73 as of April 23, 2010.
73. Therein, Spells swore falsely that unit 106 at 44 Johnes Street, owned by Tania Rayford since July 28, 2004, and prior to that owned by

John Mutino, was in arrears in common charges in the amount of \$17,780.01 as of April 23, 2010.

74. Therein, Spells swore falsely that unit 109 at 44 Johnes Street, owned by Thomas Murphy since December 22, 2004, and prior to that owned by Richard Duffee, was in arrears in common charges in the amount of \$14,552.65 as of April 23, 2010.
75. Therein, Spells swore falsely that unit 101 at 44 Johnes Street, owned by Daniel Nieves since July 6, 2004, and prior to that owned by Barbara Peters, was in arrears in common charges in the amount of \$9,521.86 as of April 23, 2010.
76. Therein, Spells swore falsely that unit 202 at 44 Johnes Street, owned by Shannon Realty Properties since October 27, 2004, and prior to that owned by Chestnut Ridge Racquet, was in arrears in common charges in the amount of \$13,168.81 as of April 23, 2010.
77. Therein, Spells swore falsely that unit 301 at 44 Johnes Street, owned by Shannon Realty Properties since October 27, 2004, and prior to that owned by Chestnut Ridge Racquet, was in arrears in common charges in the amount of \$14,597.29 as of April 23, 2010.
78. Therein, Spells swore falsely that unit 303 at 44 Johnes Street, owned by Michael Desantis since March 30, 2005, and prior to that owned by 117 Liberty Street Corp., was in arrears in common charges in the amount of \$11,844.49 as of April 23, 2010.
79. Therein, Spells swore falsely that unit 305 at 44 Johnes Street, owned by Maria Flores since March 28, 2005, and prior to that owned by 117 Liberty Street Corp., was in arrears in common charges in the amount of \$12,052.81 as of April 23, 2010.
80. Therein, Spells swore falsely that unit 204 at 44 Johnes Street, owned by Randy Johnson since August 30, 2006, and prior to that owned by Ross Johnson, was in arrears in common charges in the amount of \$10,559.26 as of April 23, 2010.

81. Therein, Spells swore falsely that unit 102 at 44 Johnes Street, owned by Terri and Louise Kearney, was in arrears in common charges in the amount of \$9,521.86 as of April 23, 2010.
82. Therein, Spells swore falsely that unit E103 at 70 Johnes Street, owned by Robert Walentin since December 21, 2004, and prior to that owned by 117 Liberty Street Corp., since September 5, 2001, and prior to that owned by Mary Starr, was in arrears in common charges in the amount of \$16,120.01 as of April 23, 2010.
83. Therein, Spells swore falsely that unit E 327 at 70 Johnes Street, owned by Brian Rivenburgh since April 29, 2003, and prior to that owned by Window Tech Inc., since October 2, 2002, and prior to that owned by Paul K. and Karen Depew, was in arrears in common charges in the amount of \$21,540.01 as of April 23, 2010.
84. Upon information and belief, none of the aforementioned unit owners, Steven Gleason, Tania Rayford, Daniel Nieves, Michael DeSantis, Randy Johnson, Terri& Louise Kearney, Brian Rivenburgh, Robert Walentin, Shannon Realty Properties, Thomas Murphy, nor Maria Flores, were in arrears in their respective common charges, as claimed in the Notice of Lien.
85. Moreover, from a review of the electronic records of the County of Orange, it is clear that none of these units were ever owned by FDC.
86. At the time that Spells subscribed the subject instrument, stating that it was "...true to deponent's own knowledge...", he knew the statements in paragraphs Nos. 71 to 83 to be false.
87. At the time that Spells subscribed the instrument, stating that it was "...true to deponent's own knowledge...", and knowing of the falsity of its contents, he knew that it was going to be filed with a public office, to wit: the Orange County Clerk.
88. Spells caused the subscribed instrument to be filed with the intent to mislead the County Clerk into accepting that the instrument evinced unpaid common charges owed by the units described in "Schedule B"

of said instrument, and thereby causing the instrument to be accepted for filing thereby by the Clerk in the performance of her official functions.

89. The false statements in “Schedule A” of said instrument are a material element to the Defendant Spell’s false claim that the Units in its “Schedule B” each owed the Association the sum of \$1,629,334.00.
90. That said actions by Spells, above, were all undertaken, as part of a systematic scheme for personal enrichment, with the intent to extort, and thereby defraud, P&J, Suarez, Sanchez and Polonia Ventures, LLC, of moneys, and did, in fact, obtain moneys therefrom, as well as all other unit owners, to fund the disproportionate cost of the fraudulent filing of the Notice of Lien and fraudulent litigation.
91. That Spells, in concert with others, misled other Board members and unit owners to believe that the actions taken in filing the false liens were legal and proper and in the best interests of the Association, and in reliance on these representations, unit owners acquiesced to these actions and did not challenge his actions, to their financial detriment.
92. That it appears to the Plaintiffs, and it is a fact, that, by reason of the aforesaid alleged acts, if duly proven in a Court of competent jurisdiction, Spells’ actions constitute the offenses of: P.L. 210.05, Perjury in the third degree; P.L. 210.10, Perjury in the second degree; P.L. 210.40, Making an apparently sworn false statement in the first degree; P.L. 210.35, Making an apparently sworn false statement in the second degree, and P.L. 190.60, Scheme to defraud in the second degree.
93. That by reason of the above-alleged actions by Spells, he breached his fiduciary duties to the Association, and it has suffered damages on its First Cause of Action in an amount which exceeds the jurisdictional limits of all lower courts which otherwise have jurisdiction over this action.

AS AND FOR A SECOND CAUSE OF ACTION FOR FRAUD AGAINST HAQUE

94. Plaintiffs repeat, reiterate and reallege each and every allegation of the complaint herein marked and enumerated “1” through “93”, above, as if set forth herein at length.
95. At all times relevant herein, Haque owed a fiduciary duty to the Association and all other unit owners.
96. On, or about, April 23, 2010, Haque, being duly sworn and deposed, subscribed the written Notice of Lien instrument annexed hereto as Exhibit “A”, with a jurat affixed thereto.
97. Therein, Haque swore falsely that unit 105 at 44 Johnes Street, owned by Steven Gleason since approximately 1988, was in arrears in common charges in the amount of \$11,070.73 as of April 23, 2010.
98. Therein, Haque swore falsely that unit 106 at 44 Johnes Street, owned by Tania Rayford since July 28, 2004, and prior to that owned by John Mutino, was in arrears in common charges in the amount of \$17,780.01 as of April 23, 2010.
99. Therein, Haque swore falsely that unit 109 at 44 Johnes Street, owned by Thomas Murphy since December 22, 2004, and prior to that owned by Richard Duffee, was in arrears in common charges in the amount of \$14,552.65 as of April 23, 2010.
100. Therein, Haque swore falsely that unit 101 at 44 Johnes Street, owned by Daniel Nieves since July 6, 2004, and prior to that owned by Barbara Peters, was in arrears in common charges in the amount of \$9,521.86 as of April 23, 2010.
101. Therein, Haque swore falsely that unit 202 at 44 Johnes Street, owned by Shannon Realty Properties since October 27, 2004, and prior to that owned by Chestnut Ridge Racquet, was in arrears in common charges in the amount of \$13,168.81 as of April 23, 2010.
102. Therein, Haque swore falsely that unit 301 at 44 Johnes Street, owned by Shannon Realty Properties since October 27, 2004, and prior to that owned by Chestnut Ridge Racquet, was in arrears in common charges in the amount of \$14,597.29 as of April 23, 2010.

103. Therein, Haque swore falsely that unit 303 at 44 Johnes Street, owned by Michael Desantis since March 30, 2005, and prior to that owned by 117 Liberty Street Corp., was in arrears in common charges in the amount of \$11,844.49 as of April 23, 2010.
104. Therein, Haque swore falsely that unit 305 at 44 Johnes Street, owned by Maria Flores since March 28, 2005, and prior to that owned by 117 Liberty Street Corp., was in arrears in common charges in the amount of \$12,052.81 as of April 23, 2010.
105. Therein, Haque swore falsely that unit 204 at 44 Johnes Street, owned by Randy Johnson since August 30, 2006, and prior to that owned by Ross Johnson, was in arrears in common charges in the amount of \$10,559.26 as of April 23, 2010.
106. Therein, Haque swore falsely that unit 102 at 44 Johnes Street, owned by Terri and Louise Kearney, was in arrears in common charges in the amount of \$9,521.86 as of April 23, 2010.
107. Therein, Haque swore falsely that unit E103 at 70 Johnes Street, owned by Robert Walentin since December 21, 2004, and prior to that owned by 117 Liberty Street Corp., since September 5, 2001, and prior to that owned by Mary Starr, was in arrears in common charges in the amount of \$16,120.01 as of April 23, 2010.
108. Therein, Haque swore falsely that unit E 327 at 70 Johnes Street, owned by Brian Rivenburgh since April 29, 2003, and prior to that owned by Window Tech Inc., since October 2, 2002, and prior to that owned by Paul K. and Karen Depew, was in arrears in common charges in the amount of \$21,540.01 as of April 23, 2010.
109. Upon information and belief, none of the aforementioned unit owners, Steven Gleason, Tania Rayford, Daniel Nieves, Michael DeSantis, Randy Johnson, Terri& Louise Kearney, Brian Rivenburgh, Robert Walentin, Shannon Realty Properties, Thomas Murphy, nor Maria Flores, were in arrears in their respective common charges, as claimed in the Notice of Lien.

110. Moreover, from a review of the electronic records of the County of Orange, it is clear that none of these units were ever owned by FDC.
111. At the time that Haque subscribed the subject instrument, stating that it was "...true to deponent's own knowledge...", she knew the statements in paragraphs Nos. 97 to 108 to be false.
112. At the time that Haque subscribed the instrument, stating that it was "...true to deponent's own knowledge...", and knowing of the falsity of its contents, she knew that it was going to be filed with a public office, to wit: the Orange County Clerk.
113. Haque caused the subscribed instrument to be filed with the intent to mislead the County Clerk into accepting that the instrument evinced unpaid common charges owed by the units described in "Schedule B" of said instrument, and thereby causing the instrument to be accepted for filing thereby by the Clerk in the performance of her official functions.
114. The false statements in "Schedule A" of said instrument are a material element to the Defendant Haque's false claim that the Units in its "Schedule B" each owed the Association the sum of \$1,629,334.00.
115. That said actions by Haque, above, were all undertaken, as part of a systematic scheme for personal enrichment, with the intent to extort, and thereby defraud, P&J, Suarez, Sanchez and Polonia Ventures, LLC, of moneys, and did, in fact, obtain moneys therefrom, to fund the disproportionate cost of the fraudulent filing of the Notice of Lien and fraudulent litigation.
116. That Haque, in concert with others, misled other Board members and unit owners into believing that the actions taken in filing the false liens were legal and proper and in the best interests of the Association, and in reliance on these representations, unit owners acquiesced to these actions and did not challenge her actions, to their financial detriment.

117. That it appears to the Plaintiffs, and it is a fact, that, by reason of the aforesaid alleged acts, if duly proven in a Court of competent jurisdiction, Haque's actions constitute the offenses of: P.L. 210.05, Perjury in the third degree; P.L. 210.10, Perjury in the second degree; P.L. 210.40, Making an apparently sworn false statement in the first degree; P.L. 210.35, Making an apparently sworn false statement in the second degree, and P.L. 190.60, Scheme to defraud in the second degree.
118. That by reason of the above-alleged action by Haque, the Association has suffered damages on its Second Cause of Action in an amount which exceeds the jurisdictional limits of all lower courts which otherwise have jurisdiction over this action.

AS AND FOR A THIRD CAUSE OF ACTION FOR FRAUD AGAINST FLORES

119. Plaintiffs repeat, reiterate and reallege each and every allegation of the complaint herein marked and enumerated "1" through "118", above, as if set forth herein at length.
120. At all times relevant herein, Flores owed a fiduciary duty to the Association and all other unit owners.
121. On, or about, March 25, 2010, Flores, being duly sworn and deposed, subscribed the written Notice of Lien instrument annexed hereto as Exhibit "A", with a jurat affixed thereto.
122. Therein, Flores swore falsely that unit 105J at 44 Johnes Street, owned by Steven Gleason since approximately 1988, was in arrears in common charges in the amount of \$11,070.73 as of April 23, 2010.
123. Therein, Flores swore falsely that unit 106J at 44 Johnes Street, owned by Tania Rayford since July 28, 2004, and prior to that owned by John Mutino, was in arrears in common charges in the amount of \$17,780.01 as of April 23, 2010.
124. Therein, Flores swore falsely that unit 109J at 44 Johnes Street, owned by Thomas Murphy since December 22, 2004, and prior to

- that owned by Richard Duffee, was in arrears in common charges in the amount of \$14,552.65 as of April 23, 2010.
125. Therein, Flores swore falsely that unit 101J at 44 Johnes Street, owned by Daniel Nieves since July 6, 2004, and prior to that owned by Barbara Peters, was in arrears in common charges in the amount of \$9,521.86 as of April 23, 2010.
126. Therein, Flores swore falsely that unit 202J at 44 Johnes Street, owned by Shannon Realty Properties since October 27, 2004, and prior to that owned by Chestnut Ridge Racquet, was in arrears in common charges in the amount of \$13,168.81 as of April 23, 2010.
127. Therein, Flores swore falsely that unit 301J at 44 Johnes Street, owned by Shannon Realty Properties since October 27, 2004, and prior to that owned by Chestnut Ridge Racquet, was in arrears in common charges in the amount of \$14,597.29 as of April 23, 2010.
128. Therein, Flores swore falsely that unit 303J at 44 Johnes Street, owned by Michael Desantis since March 30, 2005, and prior to that owned by 117 Liberty Street Corp., was in arrears in common charges in the amount of \$11,844.49 as of April 23, 2010.
129. Therein, Flores swore falsely that her own unit, 305J at 44 Johnes Street, owned by Maria Flores since March 28, 2005, and prior to that owned by 117 Liberty Street Corp., was in arrears in common charges in the amount of \$12,052.81 as of April 23, 2010.
130. Therein, Flores swore falsely that unit 204J at 44 Johnes Street, owned by Randy Johnson since August 30, 2006, and prior to that owned by Ross Johnson, was in arrears in common charges in the amount of \$10,559.26 as of April 23, 2010.
131. Therein, Flores swore falsely that unit 102J at 44 Johnes Street, owned by Terri and Louise Kearney, was in arrears in common charges in the amount of \$9,521.86 as of April 23, 2010.
132. Therein, Flores swore falsely that unit E103 at 70 Johnes Street, owned by Robert Walentin since December 21, 2004, and prior to that owned by 117 Liberty Street Corp., since September 5, 2001, and

- prior to that owned by Mary Starr, was in arrears in common charges in the amount of \$16,120.01 as of April 23, 2010.
133. Therein, Flores swore falsely that unit E 327 at 70 Johnes Street, owned by Brian Rivenburgh since April 29, 2003, and prior to that owned by Window Tech Inc., since October 2, 2002, and prior to that owned by Paul K. and Karen Depew, was in arrears in common charges in the amount of \$21,540.01 as of April 23, 2010.
134. Upon information and belief, none of the aforementioned unit owners, Steven Gleason, Tania Rayford, Daniel Nieves, Michael DeSantis, Randy Johnson, Terri& Louise Kearney, Brian Rivenburgh, Robert Walentin, Shannon Realty Properties, Thomas Murphy nor Maria Flores, were in arrears in their respective common charges, as claimed in the Notice of Lien.
135. Moreover, from a review of the electronic records of the County of Orange, it is clear that none of these units were ever owned by FDC.
136. At the time that Flores subscribed the subject instrument, stating that it was "...true to deponent's own knowledge...", she knew the statements in paragraphs Nos. 122 to 133 to be false.
137. At the time that Flores subscribed the instrument, stating that it was "...true to deponent's own knowledge...", and knowing of the falsity of its contents, she knew that it was going to be filed with a public office, to wit: the Orange County Clerk.
138. Flores caused the subscribed instrument to be filed with the intent to mislead the County Clerk into accepting that the instrument evinced unpaid common charges owed by the units described in "Schedule B" of said instrument, and thereby causing the instrument to be accepted for filing thereby by the Clerk in the performance of her official functions.
139. The false statements in "Schedule A" of said instrument are a material element to the Defendant Flores' false claim that the Units in its "Schedule B" each owed the Association the sum of \$1,629,334.00.

140. That said actions by Flores, above, were all undertaken, as part of a systematic scheme for personal enrichment, with the intent to extort, and thereby defraud, P&J, Suarez, Sanchez and Polonia Ventures, LLC, of moneys, and did, in fact, obtain moneys therefrom, to fund the disproportionate cost of the fraudulent filing of the Notice of Lien and fraudulent litigation.
141. That Flores, in concert with others, misled other Board members and unit owners to believe that the actions taken in filing the false liens were legal and proper and in the best interests of the Association, and in reliance on these representations, unit owners acquiesced to these actions and did not challenge his actions, to their financial detriment.
142. That it appears to the Plaintiffs, and it is a fact, that, by reason of the aforesaid alleged acts, if duly proven in a Court of competent jurisdiction, Flores' actions constitute the offenses of: P.L. 210.05, Perjury in the third degree; P.L. 210.10, Perjury in the second degree; P.L. 210.40, Making an apparently sworn false statement in the first degree; P.L. 210.35, Making an apparently sworn false statement in the second degree, and P.L. 190.60, Scheme to defraud in the second degree.
143. That by reason of the above-alleged action by Flores, the Association has suffered damages on its Third Cause of Action in an amount which exceeds the jurisdictional limits of all lower courts which otherwise have jurisdiction over this action.

AS AND FOR A FOURTH CAUSE OF ACTION FOR FRAUD AGAINST ANGELET

144. Plaintiffs repeat, reiterate and reallege each and every allegation of the complaint herein marked and enumerated "1" through "143", above, as if set forth herein at length.
145. At all times relevant herein, Angelet owed a fiduciary duty to the Association and all other unit owners.

146. On, or about, March 23, 2010, Angelet, being duly sworn and deposed, subscribed the written Notice of Lien instrument annexed hereto as Exhibit "A", with a jurat affixed thereto.
147. Therein, Angelet swore falsely that unit 105 at 44 Johnes Street, owned by Steven Gleason since approximately 1988, was in arrears in common charges in the amount of \$11,070.73 as of April 23, 2010.
148. Therein, Angelet swore falsely that unit 106 at 44 Johnes Street, owned by Tania Rayford since July 28, 2004, and prior to that owned by John Mutino, was in arrears in common charges in the amount of \$17,780.01 as of April 23, 2010.
149. Therein, Angelet swore falsely that unit 109 at 44 Johnes Street, owned by Thomas Murphy since December 22, 2004, and prior to that owned by Richard Duffee, was in arrears in common charges in the amount of \$14,552.65 as of April 23, 2010.
150. Therein, Angelet swore falsely that unit 101 at 44 Johnes Street, owned by Daniel Nieves since July 6, 2004, and prior to that owned by Barbara Peters, was in arrears in common charges in the amount of \$9,521.86 as of April 23, 2010.
151. Therein, Angelet swore falsely that unit 202 at 44 Johnes Street, owned by Shannon Realty Properties since October 27, 2004, and prior to that owned by Chestnut Ridge Racquet, was in arrears in common charges in the amount of \$13,168.81 as of April 23, 2010.
152. Therein, Angelet swore falsely that unit 301 at 44 Johnes Street, owned by Shannon Realty Properties since October 27, 2004, and prior to that owned by Chestnut Ridge Racquet, was in arrears in common charges in the amount of \$14,597.29 as of April 23, 2010.
153. Therein, Angelet swore falsely that unit 303 at 44 Johnes Street, owned by Michael Desantis since March 30, 2005, and prior to that owned by 117 Liberty Street Corp., was in arrears in common charges in the amount of \$11,844.49 as of April 23, 2010.
154. Therein, Angelet swore falsely that unit 305 at 44 Johnes Street, owned by Maria Flores since March 28, 2005, and prior to that owned

- by 117 Liberty Street Corp., was in arrears in common charges in the amount of \$12,052.81 as of April 23, 2010.
155. Therein, Angelet swore falsely that unit 204 at 44 Johnes Street, owned by Randy Johnson since August 30, 2006, and prior to that owned by Ross Johnson, was in arrears in common charges in the amount of \$10,559.26 as of April 23, 2010.
156. Therein, Angelet swore falsely that unit 102 at 44 Johnes Street, owned by Terri and Louise Kearney, was in arrears in common charges in the amount of \$9,521.86 as of April 23, 2010.
157. Therein, Angelet swore falsely that unit E103 at 70 Johnes Street, owned by Robert Walentin since December 21, 2004, and prior to that owned by 117 Liberty Street Corp., since September 5, 2001, and prior to that owned by Mary Starr, was in arrears in common charges in the amount of \$16,120.01 as of April 23, 2010.
158. Therein, Angelet swore falsely that unit E 327 at 70 Johnes Street, owned by Brian Rivenburgh since April 29, 2003, and prior to that owned by Window Tech Inc., since October 2, 2002, and prior to that owned by Paul K. and Karen Depew, was in arrears in common charges in the amount of \$21,540.01 as of April 23, 2010.
159. Upon information and belief, none of the aforementioned unit owners, Steven Gleason, Tania Rayford, Daniel Nieves, Michael DeSantis, Randy Johnson, Terri& Louise Kearney, Brian Rivenburgh, Robert Walentin, Shannon Realty Properties, Thomas Murphy nor Maria Flores, were in arrears in their respective common charges.
160. Moreover, from a review of the electronic records of the County of Orange, it is clear that none of these units were ever owned by FDC.
161. At the time that Angelet subscribed the subject instrument, stating that it was "...true to deponent's own knowledge...", he knew the statements in paragraphs Nos. 147 to 158 to be false.
162. At the time that Angelet subscribed the instrument, stating that it was "...true to deponent's own knowledge...", and knowing of the falsity

of its contents, he knew that it was going to be filed with a public office, to wit: the Orange County Clerk.

163. Angelet caused the subscribed instrument to be filed with the intent to mislead the County Clerk into accepting that the instrument evinced unpaid common charges owed by the units described in “Schedule B” of said instrument, and thereby causing the instrument to be accepted for filing thereby by the Clerk in the performance of her official functions.
164. The false statements in “Schedule A” of said instrument are a material element to the Defendant Angelet’s false claim that the Units in its “Schedule B” each owed the Association the sum of \$1,629,334.00.
165. That said actions by Angelet, above, were all undertaken, as part of a systematic scheme for personal enrichment, with the intent to extort, and thereby defraud, P&J, Suarez, Sanchez and Polonia Ventures, LLC, of moneys, and did, in fact, obtain moneys therefrom, to fund the disproportionate cost of the fraudulent filing of the Notice of Lien and fraudulent litigation.
166. That Angelet, in concert with others, misled other Board members and unit owners into believe that the actions taken in filing the false liens were legal and proper and in the best interests of the Association, and in reliance on these representations, unit owners acquiesced to these actions and did not challenge his actions, to their financial detriment.
167. That it appears to the Plaintiffs, and it is a fact, that, by reason of the aforesaid alleged acts, if duly proven in a Court of competent jurisdiction, Angelet’s actions constitute the offenses of: P.L. 210.05, Perjury in the third degree; P.L. 210.10, Perjury in the second degree; P.L. 210.40, Making an apparently sworn false statement in the first degree; P.L. 210.35, Making an apparently sworn false statement in

the second degree, and P.L. 190.60, Scheme to defraud in the second degree.

168. That by reason of the above-alleged actions by Angelet, the Association has suffered damages on its First Cause of Action in an amount which exceeds the jurisdictional limits of all lower courts which otherwise have jurisdiction over this action.

**AS AND FOR A FIFTH CAUSE OF ACTION FOR BREACH OF
FIDUCIARY DUTY AGAINST HAQUE AND ANGELET**

169. Plaintiffs repeat, reiterate and reallege each and every allegation of the complaint herein marked and enumerated “1” through “168”, above, as if set forth herein at length.
170. At all times relevant herein, Haque owed a fiduciary duty to the Association and all other unit owners.
171. On February 23,2009, by Resolution No. 3 of 2009, the Board of Managers authorized a lawsuit against Rachel Andrews Haque, unit owner of unit 403E, for flooding damages incurred by the owner of unit 303E and for which the Association had made the unit 303E owner whole in exchange for the assignment of his claim.
172. Accordingly, in June of 2009 an action was commenced in Orange County Supreme Court against Rachel Andrews Haque and Monzur Haque, owners of unit 403E demanding the sum of \$15,000.00.
173. Based upon reasonable expectations of recovery, the tentative budget for 2010-2011, formulated in June, 2009, had a line item of \$11,000.00 as expected revenue therefore.
174. On, or about, August 2009, Rachel Andrews Haque became the President of the Board of Managers.
175. Upon information and belief, sometime thereafter, Defendants Haque and Angelet persuaded the Board to cause the lawsuit against Mr. & Mrs. Haque to be dismissed “with prejudice” by Association counsel.

176. It appears to the Plaintiffs, and it is a fact, that these Defendants had a fiduciary duty to attempt to collect moneys on the assigned claim to the benefit of all unit owners.
177. That Defendant Haque breached her fiduciary duties to all other unit owners by refusing to pursue the outstanding lawsuit by reason of being the President of the Board and, perhaps, not wanting to be bothered - notwithstanding that the Haques had full insurance coverage for the negligence claim, were duly represented in the lawsuit by the carrier, and stood to incur no personal financial loss if the carrier had made the Association whole.
178. That Defendant Angelet breached his greater fiduciary duties to all other unit owners, being the Treasurer of the Board, by refusing to pursue the outstanding lawsuit, and, in fact, aiding and abetting Haque in causing the Board to have the suit dismissed.
179. By reason of the Defendants Haque's and Angelet's willful breach of their fiduciary duties, Plaintiffs have been damaged by the ensuing diminishment of the Association's financial resources from the loss of the recovery and attendant attorneys' fees incurred by the Association in the sum, to be determined at trial, of not less than \$15,000.00.

**AS AND FOR A SIXTH CAUSE OF ACTION FOR FINANCIAL FRAUD
AGAINST SPELLS**

180. Plaintiffs repeat, reiterate and reallege each and every allegation of the complaint herein marked and enumerated "1" through "179", above, as if set forth herein at length.
181. The Notice of Lien annexed as Exhibit "A" additionally contains dollar amounts that, upon information and belief, were deliberately exaggerated, even while their predicate basis for inclusion were wholly without basis in law.

182. In said instrument, the total common charges for the year 2003 is falsely calculable [based upon the amount attributable to the “% of common interest” of each unit therein, in its “Schedule A”] as \$251,000.
183. In fact, as noted in paragraph Nos. 59 and 67, above, the total actual expenses for 2003 were only \$ 155,525.
184. Accordingly, Spells falsely implied therein that the Foundry had been denied nearly \$100,000 in additional collectible common charges for the year 2003.
185. In said instrument, the total common charges for the year 2004 is falsely calculable [based upon the amount attributable to the “% of common interest” of each unit therein, in its “Schedule A”] as \$253,000.
186. In fact, as noted in paragraph Nos. 59 and 67, above, the total actual expenses for 2004 were only \$ 174,664.
187. Accordingly, Spells falsely implied therein that the Foundry had been denied nearly \$ 80,000 in additional collectible common charges for the year 2003.
188. In said instrument, the total common charges for the year 2005 is falsely calculable [based upon the amount attributable to the “% of common interest” of each unit therein, in its “Schedule A”] as \$255,000.
189. In fact, as noted in paragraph Nos. 59 and 67, above, the total actual expenses for 2005 were only \$ 204,696.
190. Accordingly, Spells falsely implied therein that the Foundry had been denied over \$ 50,000 in additional collectible common charges for the year 2005.
191. In said instrument, the total common charges for the year 2006 is falsely calculable [based upon the amount attributable to the “% of common interest” of each unit therein, in its “Schedule A”] as \$257,000.

192. In fact, as noted in paragraph Nos. 59 and 67, above, the total actual expenses for 2006 were only \$ 169,850.
193. Accordingly, Spells falsely implied therein that the Foundry had been denied nearly \$ 90,000 in additional collectible common charges for the year 2003.
194. That Spells, in concert with others, misled other Board members and unit owners into believing that the actions taken in filing the false liens were legal and proper and in the financial interests of the Association, and in reliance on these representations, unit owners acquiesced to these actions and did not challenge his actions, to their financial detriment.
195. That by reason of the above-alleged actions by Spells, the Association has suffered damages on its Sixth Cause of Action in an amount which exceeds the jurisdictional limits of all lower courts which otherwise have jurisdiction over this action.

AS AND FOR A SEVENTH CAUSE OF ACTION FOR FINANCIAL FRAUD AGAINST HAQUE

196. Plaintiffs repeat, reiterate and reallege each and every allegation of the complaint herein marked and enumerated “1” through “195”, above, as if set forth herein at length.
197. The Notice of Lien, annexed as Exhibit “A”, additionally contains dollar amounts that, upon information and belief, were deliberately exaggerated, even while their predicate basis for inclusion were wholly without basis in law.
198. In said instrument, the total common charges for the year 2003 is falsely calculable [based upon the amount attributable to the “% of common interest” of each unit therein, in its “Schedule A”] as \$251,000.
199. In fact, as noted in paragraph Nos. 59 and 67, above, the total actual expenses for 2003 were only \$ 155,525.

200. Accordingly, Haque falsely implied therein that the Foundry had been denied nearly \$100,000 in additional collectible common charges for the year 2003.
201. In said instrument, the total common charges for the year 2004 is falsely calculable [based upon the amount attributable to the “% of common interest” of each unit therein, in its “Schedule A”] as \$253,000.
202. In fact, as noted in paragraph Nos. 59 and 67, above, the total actual expenses for 2004 were only \$ 174,664.
203. Accordingly, Haque falsely implied therein that the Foundry had been denied nearly \$ 80,000 in additional collectible common charges for the year 2003.
204. In said instrument, the total common charges for the year 2005 is falsely calculable [based upon the amount attributable to the “% of common interest” of each unit therein, in its “Schedule A”] as \$255,000.
205. In fact, as noted in paragraph Nos. 59 and 67, above, the total actual expenses for 2005 were only \$ 204,696.
206. Accordingly, Haque falsely implied therein that the Foundry had been denied over \$ 50,000 in additional collectible common charges for the year 2005.
207. In said instrument, the total common charges for the year 2006 is falsely calculable [based upon the amount attributable to the “% of common interest” of each unit therein, in its “Schedule A”] as \$257,000.
208. In fact, as noted in paragraph No. 59 and 67, above, the total actual expenses for 2006 were only \$ 169,850.
209. Accordingly, Haque falsely implied therein that the Foundry had been denied nearly \$ 90,000 in additional collectible common charges for the year 2003.
210. That Haque, in concert with others, misled other Board members and unit owners into believing that the actions taken in filing the false

liens were legal and proper and in the financial interests of the Association, and in reliance on these representations, unit owners acquiesced to these actions and did not challenge her actions, to their financial detriment.

211. That by reason of the above-alleged actions by Haque, the Association has suffered damages on its Seventh Cause of Action in an amount which exceeds the jurisdictional limits of all lower courts which otherwise have jurisdiction over this action.

AS AND FOR AN EIGHTH CAUSE OF ACTION FOR FINANCIAL FRAUD AGAINST FLORES

212. Plaintiffs repeat, reiterate and reallege each and every allegation of the complaint herein marked and enumerated “1” through “ 211”, above, as if set forth herein at length.
213. The Notice of Lien annexed as Exhibit “A” additionally contains dollar amounts that, upon information and belief, were deliberately exaggerated, even while their predicate basis for inclusion were wholly without basis in law.
214. In said instrument, the total common charges for the year 2003 is falsely calculable [based upon the amount attributable to the “% of common interest” of each unit therein, in its “Schedule A”] as \$251,000.
215. In fact, as noted in paragraph No. 59 and 67, above, the total actual expenses for 2003 were only \$ 155,525.
216. Accordingly, Flores falsely implied therein that the Foundry had been denied nearly \$100,000 in additional collectible common charges for the year 2003.
217. In said instrument, the total common charges for the year 2004 is falsely calculable [based upon the amount attributable to the “% of common interest” of each unit therein, in its “Schedule A”] as \$253,000.

218. In fact, as noted in paragraph No. 59 and 67, above, the total actual expenses for 2004 were only \$ 174,664.
219. Accordingly, Flores falsely implied therein that the Foundry had been denied nearly \$ 80,000 in additional collectible common charges for the year 2003.
220. In said instrument, the total common charges for the year 2005 is falsely calculable [based upon the amount attributable to the “% of common interest” of each unit therein, in its “Schedule A”] as \$255,000.
221. In fact, as noted in paragraph No. 59 and 67, above, the total actual expenses for 2005 were only \$ 204,696.
222. Accordingly, Flores falsely implied therein that the Foundry had been denied over \$ 50,000 in additional collectible common charges for the year 2005.
223. In said instrument, the total common charges for the year 2006 is falsely calculable [based upon the amount attributable to the “% of common interest” of each unit therein, in its “Schedule A”] as \$257,000.
224. In fact, as noted in paragraph No. 59 and 67, above, the total actual expenses for 2006 were only \$ 169,850.
225. Accordingly, Flores falsely implied therein that the Foundry had been denied nearly \$ 90,000 in additional collectible common charges for the year 2003.
226. That Flores, in concert with others, misled other Board members and unit owners into believing that the actions taken in filing the false liens were legal and proper and in the financial interests of the Association, and in reliance on these representations, unit owners acquiesced to these actions and did not challenge her actions, to their financial detriment.
227. That by reason of the above-alleged actions by Flores, the Association has suffered damages on its Eighth Cause of Action in an

amount which exceeds the jurisdictional limits of all lower courts which otherwise have jurisdiction over this action.

AS AND FOR A NINTH CAUSE OF ACTION FOR FINANCIAL FRAUD
AGAINST ANGELET

228. Plaintiffs repeat, reiterate and reallege each and every allegation of the complaint herein marked and enumerated “1” through “ 227”, above, as if set forth herein at length.
229. The Notice of Lien annexed as Exhibit “A” additionally contains dollar amounts that, upon information and belief, were deliberately exaggerated, even while their predicate basis for inclusion were wholly without basis in law.
230. In said instrument, the total common charges for the year 2003 is falsely calculable [based upon the amount attributable to the “% of common interest” of each unit therein, in its “Schedule A”] as \$251,000.
231. In fact, as noted in paragraph Nos. 59 and 67, above, the total actual expenses for 2003 were only \$ 155,525.
232. Accordingly, Angelet falsely implied therein that the Foundry had been denied nearly \$100,000 in additional collectible common charges for the year 2003.
233. In said instrument, the total common charges for the year 2004 is falsely calculable [based upon the amount attributable to the “% of common interest” of each unit therein, in its “Schedule A”] as \$253,000.
234. In fact, as noted in paragraph Nos. 59 and 67, above, the total actual expenses for 2004 were only \$ 174,664.
235. Accordingly, Angelet falsely implied therein that the Foundry had been denied nearly \$ 80,000 in additional collectible common charges for the year 2003.
236. In said instrument, the total common charges for the year 2005 is falsely calculable [based upon the amount attributable to the “% of

common interest” of each unit therein, in its “Schedule A”] as \$255,000.

237. In fact, as noted in paragraph Nos. 59 and 67, above, the total actual expenses for 2005 were only \$ 204,696.
238. Accordingly, Angelet falsely implied therein that the Foundry had been denied over \$ 50,000 in additional collectible common charges for the year 2005.
239. In said instrument, the total common charges for the year 2006 is falsely calculable [based upon the amount attributable to the “% of common interest” of each unit therein, in its “Schedule A”] as \$257,000.
240. In fact, as noted in paragraph Nos. 59 and 67, above, the total actual expenses for 2006 were only \$ 169,850.
241. Accordingly, Angelet falsely implied therein that the Foundry had been denied nearly \$ 90,000 in additional collectible common charges for the year 2003.
242. That Angelet, in concert with others, and as the Treasurer, misled other Board members and unit owners into believing that the actions taken in filing the false liens were legal and proper and in the financial interests of the Association, and in reliance on these representations, unit owners acquiesced to these actions and did not challenge his actions, to their financial detriment.
243. That by reason of the above-alleged actions by Angelet, the Association has suffered damages on its Ninth Cause of Action in an amount which exceeds the jurisdictional limits of all lower courts which otherwise have jurisdiction over this action.

**AS AND FOR A TENTH CAUSE OF ACTION FOR BREACH OF
FIDUCIARY DUTY AGAINST HAQUE**

244. Plaintiffs repeat, reiterate and reallege each and every allegation of the complaint herein marked and enumerated “1” through “ 243”, above, as if set forth herein at length.

HISTORY OF DEVIOUS BEHAVIOR BY HAQUE

245. At a time when she was the Secretary to the Association, Haque was requested to mail-out the meeting notice for the July 21, 2007 Annual Unit owners’ meeting along with two proposed resolutions involving amendments to the By-Laws.

246. Upon information and belief, because Haque was opposed to the resolutions, she deliberately mailed them out nine days before the meeting rather than the legally-required 10-day notice.

247. When the two resolutions were presented by Suarez for discussion, Haque immediately jumped-up and shouted: “Point of Order: Resolutions sent out were not mailed ten days before the meeting!”

248. One of the resolutions, titled: “No pay, No vote” would have temporarily withdrawn the right to vote at Unit owners’ meetings from those units that were not current in the payment of their Common Charges, as well as any units that were not paying any common charges - such as the un-built units of Phase III.

249. In the discussion of this resolution, the following colloquy ensued:
“Thomas Manning: Points out that all units not paying commons charges would not get vote, including the un-built units of Phase Three. Joe Suarez agreed.

Joe Suarez: Tabled resolutions as not sent out 10 days before meeting shall not be voted on Point of Order is sustained.

Conclusions: Resolutions tabled” [Minutes of 7-21-2007 Annual General Meeting, at page 2 of 6, by Haque, Secretary, Approved at Special Home-Owners Association Meeting 10.28.2007]

250. Upon the conclusion of this July, 2007, Annual Meeting and elections, held in unit 107J, owned by the P & J, Suarez left his attaché case on the

presentation table to use the restroom – leaving only Haque, who was packing-up her laptop computer, in the premises.

251. When Suarez returned from the stop at the lavatory, he discovered that the ballots and sign-in sheets had been removed from his attaché case and were missing.
252. After many requests, and delays occasioned by Haque's claim that she had been on another trip to London, she finally mailed back the absconded documents on September 19,2007.
253. It should be noted that at a special meeting of the Board on February 6, 2008, Ms. Haque was unanimously " ...removed as Secretary for failure to perform her duties...", which included her own vote in favor of the Resolution.
254. After Haque was returned to the Board in August of 2009, she immediately began to limit access to the Association's books.
255. After repeated demands, through his attorney, to examine the books and records of the Association were unavailing, unit owner Gerardo ("Gerry") Sanchez brought an Article 78 Action, in the form of *Mandamus*, to compel same.
256. In an affidavit, sworn on January 30, 2010, Haque opposed permitting Sanchez to have access to the Foundry's records and books, stating therein:
" Sanchez's Order to Show Cause seeking access to the Foundry's books and records is not based on any legitimate business purpose, but appears instead to be an attempt to harass Respondents. Accordingly, this Court should not allow Sanchez to abuse the litigation process by granting his Order to Show Cause and, as such, should deny him access to the Foundry's books and records."
257. By Order of Hon. Robert J. McDonald, JSC, Queens County, dated March 10, 2010, Sanchez' Petition was granted permitting him access to the books and records, stating therein, in parts:
"Mr. Sanchez, as an officer of Polonia Ventures, LLC, has the rights

he is granted in the By-Laws. Statutorily, a shareholder has a right to examine the books and records of such condominium (Business Corporation Law Sec. 624). A shareholder's right to such inspection lies irrespective of the motive or intent of the shareholder (People ex rel Britton v American Press Association, 148 AD 651). Accordingly, the Petition is granted to the extent that the Petitioner is entitled to inspect the books and records in accordance with BCL 624."

258. However, Haque, aided and abetted by counsel, refused to comply.
259. E-Mails sent by Haque and attorney Wepman demonstrated that, while Haque feigned to be cooperative in providing Foundry documents in accord with the Court's Order, she had been deliberate in preventing access to same.
260. On May 13,2010, Haque sent the following E-Mail to Sanchez:

“From: Rachel Andrews [<mailto:rachelhaque@gmail.com>]
Sent: Thursday, May 13, 2010 11:49 PM
To: polonia777@aol.com
Cc: Yael J. Wepman; ppalladino@milbermakris.com
Subject: Re: ORDER TO SHOW CAUSE-CONTEMPT OF COURT, IMPROPRIETY, ETC.

Dear Gerry,
Thank you for your e-mail.
Please be reminded that as a unit owner, Board Minutes are available to you on-line through our Condominium Web Site
http://www.thefoundryatwashingtonpark.com/outside_home.asp Feel free to check in with Maria Flores, Board Secretary, selenflores@msn.com if you have misplaced your user name and password. The Board anticipates financial data being available in a similar way in the next couple of months. We feel that this level of transparency is helpful for all unit owners. We strive to operate in such a way to be accessible and community minded. I will be sure to bring your concerns to our upcoming Monthly Board Meeting. We hope you find the web site helpful. Please do not hesitate to contact me with any further questions or comments.
Regards,
Rachel

--

Rachel Andrews

Foundry Board President
Cell (845) 300 6542”

261. The falseness of that unctuous E-Mail from Haque was shown by the reply E-Mail from attorney Wepman, sent on May 17,2010 :

“-----Original Message-----

From: Yael J. Wepman <ywepman@sbjlaw.com>

To: Rachel Andrews <rachelhaque@gmail.com>;
polonia777@aol.com

Cc: ppalladino@milbermakris.com

Sent: Mon, May 17, 2010 1:42 pm

Subject: RE: ORDER TO SHOW CAUSE-CONTEMPT OF COURT,
IMPROPRIETY, ETC.

Pat and Rachel:

Where are we in terms of granting access to the remainder of the records? How come you decided not to let him review the records at John Lease’s office under Pat’s supervision? I know that plan was tabled a long time ago, but I think we may have been able to avoid this most recent motion if we had?

Rachel: Are the Board Minutes that Sanchez seeks to review available online? I did a cursory review of the online Minutes and I didn’t see the ones he asked for in his Order to Show Cause.

Thanks!

Yael

Yael J. Wepman
Smith Buss & Jacobs, LLP
733 Yonkers Avenue
Yonkers, NY 10704
(914) 476.0600
(914) 457.4193 (direct dial)
(914) 476.0614 (f)
ywepman@sbjlaw.com “

262. This latter E-Mail from Wepman clearly pointed-out that:
- (a) Haque had sometime earlier refused a suggestion by attorney Palladino to permit Sanchez to inspect the portion of the requested records that were at the Managing Agent’s [John Lease’s] offices;
 - (b) Haque and the attorneys had been debating as to whether, or not, to permit Sanchez access as to certain, unspecified records, from among

those requested. [*“ Where are we in terms of granting access to the remainder of the records?”*];

(c) Even the Minutes requested were not available where Haque had deceitfully implied they were.

(d) Even though there are 61 built units in this Association, and there is a nine-member Board, the attorneys here were, apparently, largely only representing the contumacious wishes of ONE unit owner:

Defendant. Haque;

(e) The Jacobs Law Firm was willfully pursuing its financial interests in catering to Haque’s whims and thereby procuring significant legal fees from other matters, even if, in so doing, they betrayed their ethical mandates.

(f) The interests of Defendant Haque in engaging in this contumacious conduct of preventing unit owners access to the books and records of the Association were inimical to the interests of all unit owners, and in breach of the fiduciary duty, to allow access; and,

(g) far more serious, however, is the fact that the E-Mail from attorney Wepman provided admission that the attorneys had been abetting this deceitful conduct by Haque toward, not simply Sanchez, but as an act of fraud upon the Queens County Supreme Court.

263. Subsequent to the refusals, Sanchez had brought a Contempt petition via an Order to Show Cause, requesting, *inter alia*, that the law firm of Smith, Buss & Jacobs, LLC be disqualified from any further representation of the Foundry Association.

264. By Order dated April 9, 2010, the Court ruled that “...pursuant to the affirmation in opposition submitted it appears that the relief requested is moot because the firm of Smith, Buss & Jacobs, LLP has been substituted by Milber Makris Plousadis & Seiden, LLP as counsel pursuant to their notice of appearance filed herein. Accordingly, the Petition is dismissed.”

265. That by reason of the above-alleged actions in breach of her fiduciary duties by Haque, in obstructing unit owners in accessing the books and records of the Foundry, and heedlessly causing the Association to incur unnecessary legal fees, at the same time that she was, personally, in arrears in the payment of common charges, the Association has suffered damages on its Tenth Cause of Action in an amount which exceeds the jurisdictional limits of all lower courts which otherwise have jurisdiction over this action.

**AS AND FOR AN ELEVENTH CAUSE OF ACTION FOR ELECTION FRAUD
AGAINST HAQUE, SPELLS AND FLORES**

266. Plaintiffs repeat, reiterate and reallege each and every allegation of the complaint herein marked and enumerated “1” through “265”, above, as if set forth herein at length.

267. At all times relevant herein, Kenneth Jacobs was principal of the Jacobs Law Firm with offices in Westchester County at 733 Yonkers Avenue, New York 10704, and, upon information and belief, holds himself out to the public as an expert in condominium and lien law.

JULY 2010 ANNUAL UNIT OWNERS’ MEETING

268. For some time prior to July, 2010, Suarez, had been requesting access to the “financials” and other “books and records” of the Association, covering the period from the time that Haque had become its President in August of 2009, and mailed written requests to all of the Board members, to said effect.

269. By e-mail on July 7, 2010, Suarez reiterated his requests, pasting the prior mailed request unto the e-mail.

270. By e-mail on the evening of July 12, 2010, Haque responded, essentially denying most of the requests.

271. The following day, Tuesday, July 13, 2010, Suarez responded to Haque, and the other Board members, requesting the inclusion of this Resolution on the Annual Meeting Agenda:

“Dear Board Members:

The following is to formally request that the following Resolution be placed on the Agenda for an up and down vote:

‘RESOLVED, THAT RACHEL ANDREWS HAQUE BE REMOVED FOR CAUSE

WHEREAS, on February 23, 2009, by Resolution No. 3 of 2009, the Board of Managers had authorized a lawsuit against Rachel Andrews, as unit owner of unit 403E, for flooding damages incurred by the owner of unit 303E and for which the Association had made the unit 303E owner whole in exchange for the assignment of the claim, and, in June of 2009 an action was commenced in Orange County Supreme Court against Rachel Andrews and her husband, Monzur Hague, as owners of unit 403E in the sum of \$15,000.00, and based upon reasonable expectations of recovery, the tentative budget for 2010-2011, formulated in June, 2009, had a line item of \$11,000.00 as expected revenue from the lawsuit, and,

WHEREAS, as President, RACHEL ANDREWS HAQUE had a fiduciary duty to attempt to collect moneys on the assigned claim to the benefit of all unit owners, and, instead had the lawsuit dropped, and,

WHEREAS, the Association's financials in June of 2009, reflected a "set-aside" of the approximately \$25,000 in "retainage" from the garage construction that are payable to the Contractor at the end of the job, and this entire sum, which should have been escrowed, is no longer reflected in the proffered financials, because it has been spent largely on lawyers, and

WHEREAS, RACHEL ANDREWS HAQUE caused the Board to retain the services of her personal lawyer's , Ken Jacobs', lawfirm to undertake litigation, at an hourly rate of perhaps \$450.00 per_hour, or more, without interviewing other lawfirms, seeking independent counsel as to the merits of the litigation, nor attempting to have the litigation pursued, if it had such merit, on a "contingency-fee" basis, all to the detriment of the finances of the Foundry and contrary to her fiduciary duties to all of the Unit Owners, therefore, now, be it

RESOLVED, that RACHEL ANDREWS HAQUE is hereby removed from the Board' ”

272. Notwithstanding Haque’s previous statement to accept agenda items submitted prior to July 14th, the resolution was neither on the Agenda, nor, as further elaborated below, permitted to be voted on, when presented on the floor at the Annual Meeting of July 25, 2010.
273. On July 14, 2010, the Association mailed-out the Agenda for the Annual Meeting which excluded the requested Resolution. In the same mailing, a cover letter from Haque advised: “*Enclosed is the formal Notice of Meeting and Proxy*”. The untitled “Notice” stated, in relevant portion thereof: “*the purpose of this meeting will be: 1. To elect three (3) members to serve on the Board of managers of the Condominium; and 2. To conduct any other business as may come before the meeting.*” [Emphasis added]
274. The Proxy form that was mailed in advance of the meeting and which, upon information and belief, was the basis of all proxies that were present at the meeting itself, was defective for the reasons that follow, and should be deemed a nullity: In two places in the Proxy, it stated that the vote represented would be “...*the percentage of common interest...*” of the unit owner. In fact, as Article II, section 2 of the By-Laws of the Foundry provide: “Each Unit Owner...shall be entitled to cast one vote ... for each unit or units owned by such unit owners... .” The percentage of common interest at the Foundry, upon information and belief, for phases I and II, the probable source of any proxies tendered, varies from as little as 0.515 % for unit 220E, to as much as 1.332 % for unit 201E. Accordingly, a unit owner reading the proxy would have been misled to believe that their vote would have been greater, or lesser, than the unitary vote provided under the By-Laws.
275. Moreover, the Haque cover letter, the Proxy and the Ballot at the meeting, all provided that: “There are two non-sponsor seats available, and one sponsor seat (whom the Sponsors will designate to fill.)” ; “(1) ELECTION OF MANAGERS –Indicate up to two(2) non-Sponsor nominees of your choice: Name 1. _____ 2. _____

3. _____ * *Sponsor seat. Any non-Sponsor designee will not be counted.”

276. There were two different types of ballots distributed at the meeting: One ballot had the words “ NO VOTE” alongside NAME lines “1” and “2”, and the other ballot had the same wording as the proxy, above.
277. Plaintiffs respectfully aver to this court that the By-Laws do not presently provide that unit owners, because of status, are proscribed from voting for all three (3) open seats, nor that the third seat must be a person designated as a “sponsor”, nor from among the persons, designated by a so-called “sponsor”. By reason of the Board denying unit owners their free exercise of their vote in accordance with the Foundry’s By-Laws, the election held on July 25, 2010 was fatally flawed and may be deemed a nullity.
278. In December 2005, the unit owners were duly noticed with proposed amendments to the Declaration and By-Laws to be voted on at the January 7, 2006 Annual unit owners’ meeting.
279. Among the proposed Amendments was the following:
- “1. To change the limitations on the Board of Manager’s power to approve improvements, repairs, upkeep, maintenance, or operation of the common elements from \$5,000.00 to \$50,000.00 for each such occurrence; to reduce the percentage of owner’s consent required for amounts over \$50,000.00 from 66 2/3% to 51%; and, to eliminate all references to “the Sponsor” since Washington Park Associates defaulted approximately 15 years ago and, hence, there are no “sponsor” rights or limitations, and the verbiage is wholly unnecessary. Accordingly, **Art. III (Board of Managers) Section 1, 2nd Paragraph; Section 5 (c); Section 6, 3rd Paragraph, 2nd Sentence; and, Art. VIII Section 6(10), Paragraphs 2nd and 3rd, would all be stricken and eliminated from the By-Laws (as shown on the attachment).***

Also, Art. III Section 5(14) would be changed as shown.” [Emphasis added]

280. The referenced paragraph in bold, above, provided, in relevant part: “...*the Sponsor shall at all times have the right,...to designate at least one-third (1/3) of the members of the Board of Managers as long as it owns more than thirty-five (35%) percent of the units in number... .”* Art. III, Section 1, 2nd paragraph of By-Laws, prior to being stricken.
281. At the January 7, 2006 Unit Owner's meeting most of the proposed amendments were passed, including, “Resolution No. #5 of 2006” which overwhelmingly passed by a vote of 108 YES and 3 NO , and which provided, in its entirety:
- “WHEREAS it is the desire to eliminate all references to “the Sponsor” in the By-Laws since Washington Park associates defaulted approximately 15 years ago and, hence, there are no “sponsor” rights or limitations, and the verviage is wholly unnecessary.*
- Therefore, now,*
- Be It RESOLVED that Art. III (Board of Managers) Section1, 2nd Paragraph; Section 5©; Section 6, 3rd Paragraph, 2nd Sentence; and, Art. VIII Section6(10), Paragraph 2nd and 3rd , all be stricken and eliminated from the By-Laws (as shown on the attachment).”*
282. Subsequently, because the Secretary, Defendant Maria Flores, had failed to do so, the Suarez drafted the Minutes of the 1/7/06 meeting from his notes, which were approved at the unit owners' meeting on February 17, 2007.
283. Thereafter, Suarez filed the Foundry Condominium Declaration and Bylaws, as Amended, along with the Minutes of said meeting with approved resolutions, with the Orange County Clerk’s Office, where they were duly recorded.

284. The Declaration of the Foundry states, in Article Tenth, thereof:
“There shall be a presumption for a period of sixty (60) days subsequent to the recording of the amendment that the vote of the Unit Owners was made at a duly called meeting and that the requisite voting percentage was obtained. After the sixty (60) day period such presumption will be deemed conclusive.” [Emphasis added; Liber 2969 page 312]
285. Accordingly, the amendments to the Declaration and By-Laws are presumptively valid by operation of law.
286. Hence, the set-aside of three positions on the Association Board for Sponsor unit owners was improper and contrary to the By-Laws, as duly amended.
287. Moreover, upon information and belief, a lawful quorum was not present at the July, 2010 meeting, in the first instance. Article II, Section 3 of the By-Laws requires “...at least fifty-one (51%) percent of the common interest...” to be present in person or proxy to constitute a quorum. The owners of phase III, constituting 41 of the Phase III’s 59 units, were not present at the meeting and, upon information and belief, did not provide a valid proxy to any of the persons present. In addition, less than half of all of the unit owners were physically present at the meeting.
288. The meeting on July 25,2010 was presided over by four persons at a card table in the public area of the phase II lobby: Haque, Roy Spells, the Vice-President, Maria Flores, the Secretary and attorney Kenneth R. Jacobs, Esq. They were operating two tape recorders on the table. [The owners of the two recorders, from among the four individuals, are unknown to the Plaintiffs, to the present day.] When the meeting began, Haque announced that the “Proofs of mailing” were not available, but that if anybody wanted to see them, they were in the office. Immediately thereafter, Mr. Jacobs announced

that there was a quorum – without indicating what the total was, nor the basis for that conclusion. Objections were raised, via “points-of-order” as to the defects in the ballots as well as in the proxies. These were ignored.

289. At the point at which Inspectors of Election were to be appointed, various individuals volunteered. Attorney Jacobs then, unilaterally, stated that he would do so, alone, and left the meeting to count the ballots. This was contrary to the practice in prior years that a representative from each of the three phases be selected.
290. At that juncture, Unit owner Gerry Sanchez moved and seconded [on behalf of his five units] a distributed written Resolution to limit the expenditure of legal fees by the Board beyond the sum of Fifty Thousand (\$50,000.00) Dollars without first obtaining the unit owner’s approval. Haque, Spells and Flores refused to permit a vote until they ran the resolution past Jacobs. Upon Jacobs return, he advised them that they could rule the resolution “out-of-order”. Whereupon, Spells ruled the resolution “out-of-order” and refused to permit a vote.
291. When Suarez raised objections as to the wasteful expenditure of such large sums on the Jacobs’ law firm, without the unit owners’ approval, Jacobs stated toward Suarez: “...*you and Mr. Sanchez engaged in fraud, self-dealing and misrepresentation.*”
292. Present in the lobby, in addition to unit owners, were a bookkeeper, Adrianna Feldman, and an accountant, Barry Schuyler. In addition, there were individuals watching and listening to the proceedings on the balcony landing overlooking the lobby. Insofar as this was a public area, some of these individuals could have been tenants as well as cleaning staff, or the Supers’ family – all within earshot of attorney Jacob’s comments.

293. Jacobs continued with his excoriation of Suarez by stating:
“not only do I think that you engaged in fraud, the Attorney General agrees with me”, or words to said effect.
294. That it appears to Plaintiffs, and it is a fact, that this false assertion was made to appear to all those assembled that Haque, Spells, Flores and Jacobs were acting “ Under color of law”, and in furtherance of Haque’s extortion scheme.
295. Moreover, when questioned about the adequacy of the amount budgeted for legal fees for the 2010-2011 fiscal year, attorney Jacobs replied that it was “*ample*” notwithstanding knowledge by Jacobs and the Board members present (Rachel Haque, Roy Spells and Maria Flores) that 2/3rds of that sum had already been incurred in the mere weeks since July 1, 2010.
296. Thereupon, Suarez, on behalf of his six units, introduced his distributed written Resolution to remove Haque “for cause”.
297. Before any discussion, or a vote, on the motion on the floor could take place, and at the direction of Haque, who stated that it could not be entertained because it had been received too late to have been mailed-out in advance, and Jacobs, who falsely stated that “all resolutions are out of order as the only business at an annual meeting is the election of board members”, Spells abruptly ended the meeting, notwithstanding the pending motion on the floor, stating: “ a motion to close the meeting takes precedence.”
298. It appears to the Plaintiffs, and it is a fact, that, insofar as Article II, Section 4 of the By-Laws provides, in pertinent part, that “*When a quorum is present at any meeting, the vote of a majority...shall decide any question brought before such meeting... .*”[Emphasis added] Spells’ abrupt termination of the Annual Meeting, at the direction of Defendants Haque and attorney Jacobs, was a violation of both this article of the By-Laws, a breach of his fiduciary duties, and, as well as

a breach of the written promises earlier-made.

299. Moreover, the proxies that were solicited for the meeting were fraudulently-induced by failing to materially disclose, until the actual meeting, that the Board had enacted a Twenty-One (21%) Percent Special Assessment in the sum of Fifty-Five Thousand (\$55,000.00) Dollars, and that the undisclosed reason for the assessment was to provide for legal fees to the Jacobs law firm.
300. In contradistinction to the revised budget distributed at the meeting, which showed the Special Assessment, the “Profit & Loss” statement, dated July 13, 2010, mailed with the solicitation for proxies, showed a purported “Net Income” of Seventeen Thousand, Two Hundred and Twenty-Two (\$17,222.83) Dollars and 83 Cents.
301. It appears to the Plaintiffs, and it is a fact, that the “P & L” statement was distributed with the proxy solicitations with the fraudulent intent to mislead the recipients as to the true use of the finances of the Foundry for the benefit of the Defendants, to the detriment of the other unit owners.
302. As further indicia of Defendants’ Haque, Spells and Flores’ commitment to hide the financial condition of the Foundry from its unit owners prior to the annual meeting, is the following Resolution introduced by Spells, from the Minutes of the Board’s June 14, 2010 Meeting, obtained by Suarez via Subpoena *Duces tecum*: “...2009-2010 financial documents to be transferred from John J. Lease Management office to the Foundry and **made available to board members only.**” [emphasis added]
303. Spells expressed his concern that the financials would “get out” when, weeks later, in response to Suarez’ request to see the Foundry’s financials, Spells wrote this e-mail to Haque:

“Rachel,
Has Ken provided any advise as to how this request needs to be addressed?
It appears that Joseph Suarez is intensely (sic) pursuing his Request for financial information.
Thank you,

Roy”

304. That it appears to Plaintiffs, and it is a fact, that by reason of the conduct specified above, in breach of her fiduciary duties by Haque, the Association has suffered damages on its Eleventh Cause of Action in an amount which exceeds the jurisdictional limits of all lower courts which otherwise have jurisdiction over this action.
305. That by reason of the above-alleged actions in breach of her fiduciary duties by Flores, in abetting the obstruction of unit owners in having a fair and valid election, and willfully causing the Association to incur unnecessary legal fees, the Association has suffered damages on its Eleventh Cause of Action in an amount which exceeds the jurisdictional limits of all lower courts which otherwise have jurisdiction over this action.
306. That by reason of the above-alleged actions in breach of his fiduciary duties by Spells, in obstructing unit owners in accessing the financial books and records of the Foundry, and heedlessly causing the Association to incur unnecessary legal fees, the Association has suffered damages on its Eleventh Cause of Action in an amount which exceeds the jurisdictional limits of all lower courts which otherwise have jurisdiction over this action.

**AS AND FOR A TWELFTH CAUSE OF ACTION FOR BREACH OF
FIDUCIARY DUTY AGAINST SPELLS**

307. Plaintiffs repeat, reiterate and reallege each and every allegation of the complaint herein marked and enumerated “1” through “306”, above, as if set forth herein at length.
308. At the aforementioned July, 2010 Annual meeting, Spells distributed and discussed the Associations’ 2010-2011 Budget.
309. In regards to the shown “Special Assessment” in the sum of Fifty-Five Thousand (\$55,000.00) Dollars, Spells stated to the unit owners present that it was needed because of expenses to “manage” the Foundry and failed to disclose that the undisclosed reason for the assessment in the Budget was to provide for legal fees to the Jacobs law firm.
310. That Spells had an affirmative duty to disclose the true reason for the “Special Assessment”, and, upon opinion and belief, that his failure to so disclose was intentional, rather than merely negligent.

311. That the failure by Spells to disclose this material fact was an act in furtherance of the conspiracy initiated by Haque, and others.
312. That said 2010-2011 Budget, distributed by Spells, failed to disclose any contingencies for loan indebtedness, nor, in any way, disclose their existence, nor the nature of, the outstanding undisclosed liabilities.
313. That said Budget showed various exaggerated budgeted expenses that were transparently far in excess of any historical experience of the Foundry, and, upon information and belief, were designed to provide hidden set-asides for anticipated, but not disclosed therein, legal expenses.
314. That, as such, the distribution, by Spells, of a Budget that materially misrepresented the financial condition of the Foundry, constituted an act of financial fraud, in breach of Spells' fiduciary responsibilities and duties.
315. That by reason of the above-alleged actions by Spells, the Association has suffered damages on its Twelfth Cause of Action in an amount which exceeds the jurisdictional limits of all lower courts which otherwise have jurisdiction over this action.

AS AND FOR A THIRTEENTH CAUSE OF ACTION FOR BREACH OF FIDUCIARY DUTY AGAINST SPELLS AND ANGELET

316. Plaintiffs repeat, reiterate and reallege each and every allegation of the complaint herein marked and enumerated "1" through "315", above, as if set forth herein at length.
317. Upon information and belief, Spells and Angelet were the primary authors of the aforementioned 2010-2011 Budget distributed at the July, 2010 annual meeting.
318. By reason of their creation of this Budget, with intent to distribute, that materially misrepresented the financial condition of the Foundry, constituted an act of financial fraud, in breach of Spells' and Angelet's

fiduciary responsibilities and duties to the Association and to all other unit owners.

319. That by reason of the above-alleged actions by Spells and Angelet, the Association has suffered damages on its Thirteenth Cause of Action in an amount which exceeds the jurisdictional limits of all lower courts which otherwise have jurisdiction over this action.

**AS AND FOR A FOURTEENTH CAUSE OF ACTION FOR BREACH OF
FIDUCIARY DUTIES AGAINST FLORES, SPELLS, AND HAQUE**

320. Plaintiffs repeat, reiterate and reallege each and every allegation of the complaint herein marked and enumerated “1” through “319”, above, as if set forth herein at length.
321. Upon information and belief, since at least 2007, Jeannette Rosa, the long-time co-habitant of unit 305J, the two-bedroom unit owned, and occupied, by Flores and her daughter, has held and regularly voted the proxy for said unit at unit owner’s meetings.
322. Upon information and belief, since approximately 2005, Flores has complained about the alleged poor performance of prior “supers” at the Foundry, “Kelly” and “Jose”, and repeatedly requested that the predecessor Boards hire a “super from the Bronx” with which she was acquainted.
323. Sometime in the Spring of 2010, the Association Board designated a committee to solicit applications for, and recommend the selection of, a Superintendent for the Foundry.
324. Upon information and belief, said committee consisted of three Board members: Flores, Haque and Spells.
325. Not surprisingly, on, or about May 17, 2010, at a Board meeting, on motion by Spells, the Board selected and hired Raymond Rosa, upon information and belief, the brother of Jeannette Rosa.
326. Upon information and belief, the Board has never publicly disclosed the above-stated relationships.

327. At the same Board meeting, Spells proposed, and the Board approved, granting “an allocated housing allowance of \$550.00 per month payable to Apartment 305J unit owner, 44 Johnes Street.”
328. That it is transparently obvious to Plaintiffs, and it is a fact, that this mode of obfuscating the payments to Flores was done so as to hide the fact from other unit owners.
329. That the By-Laws of the Association specifically provide in: “Article. III. Board of Managers ... Section 7. Compensation. Managers and officers, as such, **shall receive no compensation for their services.**” [Emphasis added]
330. Upon opinion and belief, the aforesaid payments were disguised compensation to Flores for the use of her name, as titular “Secretary”, when most minutes were, in fact, prepared by Haque.
331. That these undisclosed payments to Flores were *ultra vires* and contrary to the fiduciary duties of Haque, Spells and Flores.
332. That by reason of the above-alleged actions by Spells, Haque and Flores, the Association has suffered damages on its Fourteenth Cause of Action in an amount which exceeds the jurisdictional limits of all lower courts which otherwise have jurisdiction over this action.

AS AND FOR A FIFTEENTH CAUSE OF ACTION FOR BREACH OF FIDUCIARY DUTIES AGAINST SCOTTO AND WEISS

333. Plaintiffs repeat, reiterate and reallege each and every allegation of the complaint herein marked and enumerated “1” through “332”, above, as if set forth herein at length.
334. Upon information and belief, that at all times relevant herein “FDG,LLC”, the owner of Phase III of the Foundry, was, and still is, a New York registered limited liability having its principal offices at 72 Nostrand Avenue, Brooklyn, New York 11205, and consisting of three (3) Members.
335. That Herman Freund is the Principal member of FDG,LLC.

336. That Weiss, as principal of Pyramid, and Suarez, are the other two members of FDG,LLC.
337. That Scotto, as principal of White Gate Realty, submitted representations, incorporated in the Amendment to the offering plan filed with the New York State Attorney General's office, listing herself as the Real Estate Broker scheduled to sell the Phase III units on behalf of FDG,LLC.
338. Upon information and belief, Joseph Freund is a son of Herman Freund.
339. That, at the July, 2008 Annual unit Owner's meeting, Scotto promoted the election of Joseph Freund to the Board, including voting proxies entrusted to her, without disclosing to the membership, nor to the proxies, that she was the Real Estate Broker scheduled to sell the units of Phase III, as noted in the Amendment to the offering plan filed with the Attorney General's Office.
340. That, in order to have Joseph Freund voted upon as a candidate to the Board, Weiss stated to the membership that the former was a shareholder of his company, Pyramid, and thereby an indirect unit owner. At the Annual Meeting referenced in paragraph No.339, above, upon motion by outgoing Board member, Haque, the election of Joseph Freund was made subject to proof that he was, indeed, a shareholder of an unit owner.
341. That, in fact, as Weiss was well aware, Joseph Freund was not a shareholder of Pyramid and ineligible to become an Association Board member. At the August 22, 2008 Board Meeting, a letter was provided by Albert Weiss to the Foundry Board, from attorney Marc Wohlgemuth, now stating that Joseph Freund was a member of FDG. This contention was rejected by the Association president, Sanchez.
342. By cover letter, dated March 14, 2011, to the City of Newburgh Industrial Development Agency [hereafter, "IDA"], Weiss stated that: *"the project budget in (sic) based on actual information was prepared*

at the direction of the Board of Managers, Finance Committee Chair. Ms. Liza Scotto.”

343. Therein, he purposely neglected to mention that Ms. Scotto was the Real Estate Broker scheduled to sell the units of Phase III.
344. Moreover, the “Projected Budget” submitted to the IDA, as stated in the Weiss document, was “Prepared at the Direction of Board of Managers by bookkeeper”, so that it clearly was a use of the Common Charges of all unit owners for the express private benefit of FDG, LLC.
345. Accordingly, at the direction of Weiss, Scotto diverted the financial resources of the Association, including the bookkeeper’s time, to the benefit of her client, FDG,LLC, in the name of the Association, as the titular “Finance Committee Chair”, and in breach of her fiduciary duties.
346. That by reason of the above-alleged deceptive actions and breach of their duty of loyalty by Weiss and Scotto, the Association has suffered damages on its Fifteenth Cause of Action in an amount which exceeds the jurisdictional limits of all lower courts which otherwise have jurisdiction over this action.

AS AND FOR A SIXTEENTH CAUSE OF ACTION FOR BREACH OF FIDUCIARY DUTY AGAINST SPELLS

347. Plaintiffs repeat, reiterate and reallege each and every allegation of the complaint herein marked and enumerated “1” through “ 346”, above, as if set forth herein at length.
348. Upon information and belief, partly due to the additional financial burdens occasioned upon the Foundry unit owners by the acts of the Defendants, unit 104E came to be foreclosed upon by its mortgage holder.
349. Thereafter, upon information and belief, Spells clandestinely negotiated the short-sale purchase of Unit 104-E for \$30,000, on November 29, 2010, while Vice-President of the Association, for personal gain, at a

time when the Unit was assessed at approximately \$ 120,000, without disclosing the terms, nor making the opportunity known to the Board, or the membership, for their consideration, and possible action, to the benefit of the Association.

350. In fact, even after the City's reduction in the assessed valuation of all of the Foundry properties, the Assessor values the unit's market value at \$82,100.00.
351. By these undisclosed acts in conflict of interest, Spells breached his fiduciary duty of loyalty to the Association.
352. That by reason of the above-alleged actions by Spells, the Association has suffered damages on its Sixteenth Cause of Action in an amount which exceeds the jurisdictional limits of all lower courts which otherwise have jurisdiction over this action.

AS AND FOR A SEVENTEENTH CAUSE OF ACTION FOR BREACH OF FIDUCIARY DUTIES AGAINST HAQUE, WEISS, SPELLS AND FLORES

353. Plaintiffs repeat, reiterate and reallege each and every allegation of the complaint herein marked and enumerated "1" through "352", above, as if set forth herein at length.
354. On, or about, July 25, 2010, Haque, Spells and Flores, representing the Association, and Weiss, ostensibly representing FDG,LLC, entered into an Agreement wherein, *inter alia*, the Association agreed "...to actively support an extension of time from the IDA of the City of Newburgh for FDG,(LLC) to complete construction of Unsold Units until no later than the tenth anniversary of the date of..." the Agreement. Upon information and belief, Weiss lacked actual authority to execute the document on FDG's behalf
355. Moreover, the Agreement also provided that FDG,LLC would pay a maximum of approximately \$8,000.00 per year, for a FIVE-YEAR period, as "fair share" of the common charges, and a limit of \$ 30,000.00 per year, for a two-year period toward the litigation expenses in the suit commenced by the Jacobs Law Firm.

356. Insofar as FDG,LLC was previously required to start paying full Common Charges on the Phase III units, within months of said executed Agreement, pursuant to the City of Newburgh's existing mandate that such units be built by then, at which time full Common Charges would then have been receivable by the Association, the absence of this Agreement would have accrued to the benefit and best interests of all unit owners, except FDG,LLC.
357. Accordingly, entering into this Agreement by these four Board members has caused the expenditure of unnecessary legal expenses and will, no doubt, cause even further such expenditures of the ever-limited financial resources of the Foundry, in the future, all to the detriment of foregone repairs and other urgent needs of the Association.
358. Moreover, and notwithstanding lacking the actual authority to do so, the entering into a Ten-Year Agreement for the express purpose of obtaining funds for litigation, and not for any capital improvements, was clearly an *ultra vires* act by these four Board members, and a monumental breach of their fiduciary duty of care.
359. Upon information and belief, these four Board members have, deliberately, never disseminated copies of this Agreement to the membership.
360. That by reason of the above-alleged actions by Spells, Haque, Flores and Weiss, the Association has suffered damages on its Seventeenth Cause of Action in an amount which exceeds the jurisdictional limits of all lower courts which otherwise have jurisdiction over this action.

AS AND FOR AN EIGHTEENTH CAUSE OF ACTION FOR BREACH OF FIDUCIARY DUTIES AGAINST SPELLS,HAQUE,FLORES AND ANGELET

361. Plaintiffs repeat, reiterate and reallege each and every allegation of the complaint herein marked and enumerated “1” through “360”, above, as if set forth herein at length.
362. That the Board members, Haque, Spells, Flores and Angelet owed a duty of care to the Association and all of the unit owners by dint of their fiduciary positions, to prevent economic waste of the limited Foundry resources.
363. That the act of engaging legal counsel fostered by interested Board Officer, Haque, without obtaining independent opinions before doing so, was a breach of that duty.
364. That the Board’s use of the Common Charges are confined to its “Powers” as expressed in Section 5 of the By-Laws, to wit:
“.... 2. To collect, use and expend the assessments collected to maintain, care for and preserve the Units, Building, and other common interests;
.... 10. To bring and defend actions by or against more than one Unit owner and pertinent to the operation of the Condominium. The Board may, at its discretion, fund the cost of such litigation out of the common charge assessment... . Without limiting the foregoing, the Board may engage in litigation pertaining to the maintenance of the common elements.”[emphasis added]
365. That by failing to adequately consider available resources before incurring disproportionate legal expenses and the costs of a full-time superintendent, clearly projected to result in deficit spending, also constituted a breach of the duty of care.
366. That by willfully acting as if accrued debts were not payable and failing to set aside any amounts for their potential payments, these four defendants breached their duty of care.
367. That by mutually conspiring to prevent dissemination of actual financials in contradistinction of their fiduciary duties, as before-described, Haque, Spells, Angelet and Flores breached their duty of care.

368. That the failure to examine and question legal billings, via second opinions, for unnecessary and duplicative charges and potential malpractice actions based upon the barratry and conflicts-of-interests of the legal providers, constituted a breach of the duty of care owed by Haque, Spells, Angelet and Flores.
369. That, upon information and belief, at the request of Weiss, Board members Haque, Spells and Flores approved the retention of the Blustein Law Firm as substitute counsel to the Association, despite knowledge that said firm was representing Weiss, as a defendant, in a lawsuit brought by Imperial Bank for the return of over \$1.6 Million that the bank had loaned FDG, LLC for the construction of Phase III.
370. That prior to retaining the Blustein Law Firm, Haque, Spells, Flores and Angelet had actively caused further delay in the construction of Phase III by pleading the interests of FDG, LLC before the IDA Board, in requesting extensions, most recently a Ten-Year extension request, during which FDG, LLC would not be required to build and complete Phase III of the Foundry.
371. That even prior to pleading the interests of FDG, LLC before the IDA Board, the aforementioned Board members had actual knowledge that all construction on Phase III had been stopped for months, by Weiss' people.
372. That the aforementioned Board members caused the Board, as an entity, to act as the vehicle for the interests of some unit owners at the economic waste and expense of the majority of unit owners, by using common funds for the hire of the attorneys of FDG, LLC to pursue the latter's goals and interests, to the exclusion of the best interests of the Association.
373. By way of example, and not of limitation, upon information and belief, the Jacobs law Firm had refused to allege the preposterous interpretation of the By-Laws, long-urged by Haque, and which constituted a material aspect of her clandestine smear campaign against the Cuban-American members of the Board, that members of

the Board were proscribed from voting their units in Association elections.

374. However, the Blustein Law Firm did not deem itself ethically-constrained from proffering just such a pleading in their unverified Amended Complaint.
375. At an unit owners' meeting, held on October 28, 2007, Suarez handed-out his Memo to the Board interpreting the contested "voting clause" in Article II, Section 2, of the By-Laws. [Exhibit "B" herein]
376. At the time that the Blustein Law Firm filed their unverified Amended Complaint, they were in possession of said memo and knew the contents thereof.
377. Notwithstanding that the interpretation of the subject clause cannot have the facially-invalid interpretation repeatedly urged by Haque, the Blustein Law Firm willfully proffered that outrageous claim as a principal part of the Amended Complaint, [at paragraphs Nos. 37 & 67 thereof], to wit:
"37. *The members of the Board of Managers are to be elected by the unit owners, with the exception that a member of the Board of Managers ' shall not cast any of its votes for the election of any member to the Board.'*" ; and,
"67. *Section 2 of Article II of the By-Laws prohibits a member of the Board of Managers from casting any of its votes for the election of any member to the Board.*"
378. In fact, the entirety of Section 2 of Article II of the By-Laws reads as follows:
" *Section 2. Voting. **Each Unit Owner** (including the Sponsor and the Board of Managers, if the Sponsor or the Board of Managers shall then own or hold title to one or more Units) **shall be entitled to cast one vote at all Unit Owners' meetings for each Unit or Units owned by such Unit Owners, but the Board of Managers shall not cast any of its votes for the election of any member to the Board.**" [emphasis added]*
379. Moreover, the manner in which the words "a member" were specifically stated outside of the quoted portion of the subject clause, can leave no doubt that the intent was to deceive the Court , and any other reader of the Amended Complaint.

380. Accordingly, the subject clause does not, and did not, prohibit Board Members from voting the units that they owned in favor of other individuals in Board elections as alleged in the Amended Complaint, and this correct interpretation of the clause was knowingly, and with malice aforethought, parsed to convey a false, and opposite, interpretation.
381. Upon opinion and belief, Spells, Haque, Flores and Angelet all knew that this action by the Blustein Law Firm was incorrect, but they were pleased as it accorded with their nefarious intents, in contradistinction of their fiduciary responsibilities and duties.
382. That by reason of the above-alleged breaches of their fiduciary duties by Spells, Haque, Flores and Angelet, the Association has suffered damages on its Eighteenth Cause of Action in an amount which exceeds the jurisdictional limits of all lower courts which otherwise have jurisdiction over this action.

AS AND FOR A NINETEENTH CAUSE OF ACTION FOR BREACH OF FIDUCIARY DUTY AGAINST HAQUE, WALENTIN, WEISS AND FLORES

383. Plaintiffs repeat, reiterate and reallege each and every allegation of the complaint herein marked and enumerated “1” through “382”, above, as if set forth herein at length.
384. As previously alleged, Haque appointed non-unit owner, Kimberley Walentin, to the Board of the Association, to bolster her voting bloc thereon.
385. Upon information and belief, and as purportedly averred by Kim in the course of a Bankruptcy Court hearing, her assent to the Foundry Board was done at the behest and with Walentin’s active consent.
386. That it appears to plaintiffs, and it is a fact, that Walentin and Haque owed a duty of fair dealing to fellow unit owners, which required, at a minimum, disclosure that Kim was not a unit owner.

387. However, since all three (Kim, Walentin and Haque) knew that a non-owner could not serve on the Board, their failure to disclose constituted a fraud upon the Association.
388. That, similarly, Weiss was particularly aware that non-unit owners were not legally permitted to serve as Board members, as he had gone through the fiasco of attempting to have another non-owner, Joseph Freund, serve on the Board.
389. Nonetheless, Weiss brazenly, and with certain knowledge of the unlawfulness of his actions, requested of Haque that she appoint Perry Goldman to the Board.
390. Upon information and belief, both Flores and Haque were aware that Perry Goldman was not an unit owner, nor a shareholder of an unit owner, nor, in any other way, lawfully qualified to be on the Board.
391. Nonetheless, Haque had Perry Goldman appointed to the Board.
392. Upon information and belief, Perry Goldman never attended even a single Board meeting, and was never elected to the Board.
393. Nonetheless, Weiss was permitted to cast three votes at all Board meetings that he attended, on behalf of himself, Herman Freund and Perry Goldman, and, upon information and belief, was never requested to provide proxies to do so by secretary Flores.
394. That by reason of the above-alleged breaches of their fiduciary duty of fidelity to the interests of their fellow unit owners by Walentin, Haque, Weiss and Flores, the Association has suffered damages on its Nineteenth Cause of Action in an amount which exceeds the jurisdictional limits of all lower courts which otherwise have jurisdiction over this action.

**AS AND FOR A TWENTIETH CAUSE OF ACTION FOR BREACH OF
FIDUCIARY DUTY AGAINST SPELLS, HAQUE, SCOTTO AND
ANGELET**

395. Plaintiffs repeat, reiterate and reallege each and every allegation of the complaint herein marked and enumerated “1” through “394”, above, as if set forth herein at length.
396. The By-Laws of the Foundry expressly provide, at Article III, Section 9 thereof:
“Section 9. Annual Statement. The Board of Managers **shall** furnish to **all** Unit Owners, their mortgages and the Department of Law of the State of New York and **shall** present **annually (at the annual meeting)**...., a full and clear statement of the business conditions and affairs of the condominium, **including a balance sheet and profit and loss statement verified by an independent public accountant...**” [emphasis added]
397. The 2009-2010 Budget issued in the Fall of 2009, allotting \$10,000 for legal fees, and which failed to disclose the nature of the items of indebtedness and falsely indicated that they were all invalid, was patently fraudulent and violated the mandate of Article III, Section 9 for “a full and clear statement of the business conditions and affairs of the condominium.”
398. The 2009-2010 Budget presented by Foundry Treasurer, John Angelet, falsely stated that “TOTAL WORKING CAPITAL BUDGET WITHOUT THE ABOVE LOANS - \$89,988.16” which thereby clearly, and falsely, claimed that, if “Garage” and other Loan payments were not made, the amounts available for Capital Improvements would increase by nearly \$90,000 in a year’s time, violated the mandate of Article III, Section 9 for “a full and clear statement of the business conditions and affairs of the condominium.”
399. The issuance of 2010-2011 Budget by Spells, which failed to disclose any contingency for loan indebtedness, and, even more blatantly than the 2009-2010 Budget, failed to even disclose their existence, so that new owners would be totally unaware of the existence, let alone the nature, of the undisclosed loans

- outstanding, violated the mandate of Article III, Section 9 for “a full and clear statement of the business conditions and affairs of the condominium.”
400. The issuance of 2009-2010 Budget which failed to disclose previously budgeted sum for recovery on Haque lawsuit violated the mandate of Article III, Section 9 for “a full and clear statement of the business conditions and affairs of the condominium.”
401. Haque’s, Spells’ and Angelet’s Failure to obtain, and provide, an Audited Financial Statement for Fiscal year 2009-2010 to Unit Owners, which would reveal the 2009-2010 financial falsehoods, violated the mandate of Article III, Section 9 for “a full and clear statement of the business conditions and affairs of the condominium.”
402. In fact, there was a false declaration in the 2009-2010 Budget that the larger sum for accounting services was to secure a forensic audit – in that none such was ever contracted for.
403. Haque’s, Spell’s and Scotto’s failure to obtain, and provide, an Audited Financial Statement for Fiscal year 2010-2011 to Unit Owners, which would reveal the 2010-2011 financial falsehoods violated the mandate of Article III, Section 9 for “a full and clear statement of the business conditions and affairs of the condominium.”
404. Haque, Spells and Angelet failed to provide a Balance sheet, as mandated by the By-Laws, at the July, 2010 Annual Meeting.
405. That Angelet, as Treasurer of the Association had an additional, and greater, fiduciary duty owing to the Association and its members.
406. That by the acts put forth above, Angelet breached his fiduciary duties.
407. Haque, Spells and Scotto failed to provide a Balance sheet, as mandated by the By-Laws, at the July, 2011 Annual Meeting.

408. Haque, Spells and Angelet failed to provide a Profit and Loss statement, as mandated by the By-Laws, at the July, 2011 Annual Meeting.
409. That Scotto, as Finance Committee Chair of the Association had an additional, and greater, fiduciary duty owing to the Association and its members.
410. That by the acts put forth above, Scotto breached her fiduciary duties.
411. That Haque, as President of the Association had an additional, and greater fiduciary duty owing to the Association and its members.
412. That by the acts set forth above, Haque breached her fiduciary duties.
413. That Spells, as subsequent President of the Association had an additional, and greater fiduciary duty owing to the Association and its members.
414. That by the acts set forth above, Spells breached his fiduciary duties.
415. That by reason of the above-alleged actions by Spells, Haque, Scotto and Angelet, the Association has suffered damages on its Twentieth Cause of Action in an amount which exceeds the jurisdictional limits of all lower courts which otherwise have jurisdiction over this action.

AS AND FOR A TWENTY-FIRST CAUSE OF ACTION FOR BREACH OF FIDUCIARY DUTY AGAINST THE JACOBS LAW FIRM

416. Plaintiffs repeat, reiterate and reallege each and every allegation of the complaint herein marked and enumerated “1” through “415”, above, as if set forth herein at length.
417. Upon information and belief, in the Fall of 2009, attorney Matthew Smith wrote to Foundry Agent John Lease, and directed him to refuse to provide any documents to unit owner Sanchez in response

- to the latters' requests, as aforesaid, to examine the books and records of the Foundry.
418. Upon information and belief, that attorney Smith further directed Lease to refuse the release a copy of his directive to unit owners requesting same.
419. That Suarez requested a copy of said correspondence from Lease and Lease advised him that he was directed to not comply with said request.
420. Upon information and belief, at all times relevant herein, Jacobs, Wepman and Smith were all agents of the Jacobs lawfirm, and acted in concert for the objective of benefiting the financial well being of said firm.
421. That the acts undertaken to prevent the disclosure of the financial details of the Foundry were in furtherance of a scheme to defraud the unit owners by extracting unmerited legal fees from the Association, via the acquiescence of some Board members, and the unsophisticated reliance of the others.
422. That as attorneys of the Association, the Jacobs lawfirm owed a fiduciary responsibility to their client.
423. That by the acts complained as aforesaid, Defendant Jacobs lawfirm breached its fiduciary duties to the Plaintiff.
424. That by reason of said breach of its fiduciary duties owed to the Plaintiff, the Association has suffered damages on its Twenty-First Cause of Action in an amount which exceeds the jurisdictional limits of all lower courts which otherwise have jurisdiction over this action.

AS AND FOR A TWENTY-SECOND CAUSE OF ACTION FOR UNJUST ENRICHMENT AGAINST THE JACOBS LAW FIRM

425. Plaintiffs repeat, reiterate and reallege each and every allegation of the complaint herein marked and enumerated “1” through “ 424”, above, as if set forth herein at length.
426. That the fees and moneys extracted from the Plaintiff Association, being premised upon fraudulent and contumacious conduct, as aforesaid, were unmerited, and undeserved.
427. Upon information and belief, even after having gouged the Plaintiff, thusly, the Jacobs lawfirm has had the temerity to continue to demand huge sums, of more than Sixty-Thousand (\$60,000.00) Dollars for purported legal services in advancing their fraudulent scheme.
428. That it appears to Plaintiff, and it is a fact, that permitting the Defendant Jacobs lawfirm to retain the sums unlawfully extracted would constitute unjust enrichment of said Defendant.
429. Further, that any claims for further moneys from the Plaintiff Association are wholly meritless and against public policy, under the circumstances.
430. That by reason of the fees and moneys extracted from the Plaintiff Association, having been premised upon fraudulent and contumacious conduct, as aforesaid, and being unmerited, and undeserved, Plaintiff Association is entitled to recover all sums paid to the Defendant Jacobs lawfirm, and has suffered damages on its Twenty-Second Cause of Action in an amount which exceeds the jurisdictional limits of all lower courts which otherwise have jurisdiction over this action.
431. That by reason of the fees and moneys presently demanded from the Plaintiff Association, having been premised upon fraudulent and contumacious conduct, as aforesaid, and being unmerited, and undeserved, by the Defendant Jacobs lawfirm, Plaintiff Association is entitled to a Declaration by the Court that said billing sums may be deemed null and void as against public policy.

AS AND FOR A TWENTY-THIRD CAUSE OF ACTION FOR VIOLATION OF G.B.L. SECTION 349 AGAINST THE JACOBS LAW FIRM

432. Plaintiffs repeat, reiterate and reallege each and every allegation of the complaint herein marked and enumerated “1” through “431”, above, as if set forth herein at length.
433. By reason of the filing of the bogus liens, the misrepresentations to Board members conveyed to other unit owners and the concert actions to withhold financial information from unit owners, as afore stated, Defendant Jacobs law firm engaged in deceptive and misleading practices in violation of General Business Law Section 349.
434. By reason of these acts by Defendant Jacobs law firm, Plaintiff Association suffered substantial damages far in excess of its entitlement, pursuant to GBL 349, to damages of the statutory limit of One Thousand (\$1,000.00) Dollars, and reasonable attorneys fees, for the collection thereof, on its Twenty-Third Cause of Action.

AS AND FOR A TWENTY-FOURTH CAUSE OF ACTION FOR NEGLIGENCE AGAINST THE JACOBS LAW FIRM

435. Plaintiffs repeat, reiterate and reallege each and every allegation of the complaint herein marked and enumerated “1” through “434”, above, as if set forth herein at length.
436. That Defendant Jacobs law firm owed a duty to Plaintiff Association to exercise professional care in researching and executing its legal services on their behalf as clients.
437. That Defendant Jacobs law firm failed to perform even a rudimentary search of the records in the offices of the Orange County Clerk so as to ascertain the chain of title of the unit owners at the Foundry.

438. Alternatively, that any such search(es) were performed wholly incompetently.
439. That as a consequence of the failure to perform this routine and elementary task(s), the Jacobs lawfirm mis-identified the correct predecessor owners of properties wrongly attributed to FDC and/or P & J, and thereby caused the fraudulent liens to be, thusly filed.
440. That as a consequence of the failure to perform this routine and elementary task(s), the Jacobs lawfirm mis-identified the correct predecessor owners of properties wrongly attributed to FDC and/or P & J, and thereby caused, in part, certain of the Board members to falsely swear as to the accuracy of the subject liens.
441. That by reason of the negligence and incompetence of the Jacobs lawfirm, the Plaintiff Association has suffered damages on its Twenty-Fourth Cause of Action in an amount which exceeds the jurisdictional limits of all lower courts which otherwise have jurisdiction over this action.

AS AND FOR A TWENTY-FIFTH CAUSE OF ACTION FOR BREACH OF FIDUCIARY DUTIES AGAINST WEISS, SPELLS AND SCOTTO

442. Plaintiffs repeat, reiterate and reallege each and every allegation of the complaint herein marked and enumerated “1” through “441”, above, as if set forth herein at length.

2012 ANNUAL UNIT OWNERS MEETING

443. By letter dated June-11, 2012, Spells sent out a notice of the Annual Meeting of Unit Owners to be held on June 24, 2012. Accompanying said letter was a “Proxy” form which already listed “Liza Scotto-Armbrister; Roy R. Spells; and Maria Flores” under “Election of Managers.” [copy annexed as Exhibit “C-1”] Also accompanying said documents, was the “Agenda” for the meeting.[annexed hereto as Exhibit “C-2”]
444. Both the Notice letter by Spells and the Proxy form [Exhibit “C-2”] assert that unit owners would be able to “...cast votes equal to

your percentage of common interest for each of the Managers you wish to reelect or elect.” In fact, as noted in greater detail in paragraph No. 274, above, Article II, section 2 of the By-Laws of the Foundry expressly provides: “Each Unit Owner...shall be entitled to cast one vote ... for each unit or units owned by such unit owners... .”[Emphasis added; Orange County Clerk’s Office, Book 2095/Page 1144]

445. On June 24, 2012, the date of the Annual Meeting, Spells attempted to collect all of the Ballots prior to starting the meeting.
446. After vociferous objections by Suarez, Spells relented and started the meeting. Objection was raised by Suarez that the Minutes of the 2010 Annual Meeting had still not been provided to the unit owners. Spells stated that a tape of that meeting had already been provided to the courts and that was enough. Although “Nomination and Election of Board of Managers” was item “10” on the Agenda, Spells proceeded to elections in short order. Incidentally, a motion to suspend the order of business was neither made nor passed.
447. At that point, Spells, again, demanded that everyone turn in their Ballots.
448. Despite highly vocal objections by Suarez, and others, that nominations from the floor had not yet been permitted, Spells had Thomas Murphy, and others, collect the Ballots at that time, saying: “we’ll have nominations from the floor in a minute”, or words to that effect.
449. After the Ballots had been collected, new Ballots were handed out, Spells announced that there was a further vacancy on the Board, and asked for nominations from the floor, for that vacancy, and only for that vacancy.
450. Afterwards, Spell announced that 77 votes had been cast for the “slate” of Scotto, Spells and Flores, and a similar count for a nominee, Robert Szeli. Neither Suarez, Sanchez, nor P & J, constituting a total of 29 votes, cast their votes in favor of the

declared re-elected and elected individuals. Upon opinion and belief, the vote tally given was fraudulent.

451. Insofar as nominations from the floor had not been permitted, and the fact that there were a total of four (4) vacancies of the Board had not been Noticed, all as required by the By Laws, requires that this sham election be deemed a nullity by the Court.
452. Between the election and the declaration of results, the floor was opened by Spells to “New Business”.
453. Suarez moved, and seconded, on behalf of P & J’s 6 units, that the number of members of the Board be reduced to five.
454. Spells asked for a “show of hands” on the vote and then quickly declared “the nays have it, ” despite failing to indicate any basis for determining that the 29 votes for the Resolution were, somehow, exceeded in opposition to it. He did not give a count on the vote.
455. At the commencement of the meeting, Scotto had set-up a large tape recorder and both she and Spells had announced that the proceedings were being taped.
456. Upon information and belief, Weiss cast all of FDG’s votes, including those 18 that belong to Suarez pursuant to FDG’s Operating Agreement, in favor of the “slate” in the Proxy, at the direction of Spells and Scotto.
457. By reason of the foregoing, an actual and justiciable controversy exists between the Plaintiff Association and the errant Board members who conducted this sham election/Meeting.
458. Plaintiff Association therefore seeks a Declaratory Judgment that the Board elections held be deemed null and void and that new, supervised elections be duly Noticed and held, forthwith.
459. By reason of the foregoing actions by the errant Board members who conducted this sham election/Meeting, the Plaintiff Association has suffered damages on its Twenty-Fourth Cause of

Action in an amount which exceeds the jurisdictional limits of all lower courts which otherwise have jurisdiction over this action.

AS AND FOR A TWENTY-SIXTH CAUSE OF ACTION FOR BREACH OF FIDUCIARY DUTY AGAINST THE BLUSTEIN LAW FIRM

460. Plaintiffs repeat, reiterate and reallege each and every allegation of the complaint herein marked and enumerated “1” through “459”, above, as if set forth herein at length.
461. By reason of a search of the Orange County Clerk’s records having been done in the Summer of 2010, at the time that attorneys of the Blustein Law Firm engaged in the conduct, and filing of the Amended Complaint, discussed at paragraphs Nos. 373-380, above, they had actual knowledge of the defects in the liens noted at length, above. Among other things, they were aware that at least eleven of the liened units had never been owned by FDC.
462. Nonetheless, defendant Blustein Law Firm filed the said Amended Complaint seeking, *inter alia*, the foreclosure of the defective liens.
463. Moreover, approximately a year later, on or about December 7, 2012, attorney Gardiner Barone, Esq., a principal of the defendant Blustein Law Firm, served and filed a Second Amended Complaint, largely similar to the two earlier versions, seeking the foreclosure of the very same defective, and fraudulent liens.
464. Upon information and belief, the filing of the Second Amended Complaint with its attendant cause of action to foreclose on the defective lien was ratified by Spells without a formal vote of the Board.
465. Upon opinion and belief, the Blustein Law Firm has a duty to faithfully inform and has failed to duly inform the Board, as to the defects in their litigation, nor of their conflict of interest as it

relates to representing Weiss and FDG's interests, and the competing interests of the unit owners of the Association.

466. By reason of the foregoing, defendant Blustein Law Firm has breached their fiduciary duties to Plaintiff Association and the Association has suffered damages on its Twenty-Sixth Cause of Action in an amount which exceeds the jurisdictional limits of all lower courts which otherwise have jurisdiction over this action.

WHEREFORE, Plaintiffs demand judgment on behalf of themselves and all other unit owners, in the name of the Foundry at Washington Park Condominium Association, against the Defendants on these Causes of Action as follows:

1. That Plaintiffs be awarded judgment on their First cause of action against the Defendant Spells in money damages in a sum to be determined at trial of not less than \$100,000;
2. That Plaintiffs be awarded judgment on their Second cause of action against the Defendant Haque in money damages in a sum to be determined at trial of not less than \$1,000,000;
3. That Plaintiffs be awarded judgment on their Third cause of action against the Defendant Flores in money damages in a sum to be determined at trial sum of not less than \$300,000;
4. That Plaintiffs be awarded judgment on their Fourth cause of action against the Defendant Angelet in money damages in a sum to be determined at trial of not less than \$1,000,000;

5. That Plaintiffs be awarded judgment on their Fifth cause of action against the Defendants Haque and Angelet in money damages in a sum to be determined at trial of not less than \$1,000,000;
6. That Plaintiffs be awarded judgment on their Sixth cause of action against the Defendant Spells in money damages in a sum to be determined at trial of not less than \$100,000;
7. That Plaintiffs be awarded judgment on their Seventh cause of action against the Defendant Haque in money damages in a sum to be determined at trial of not less than \$1,000,000;
8. That Plaintiffs be awarded judgment on their Eighth cause of action against the Defendant Flores in money damages in a sum to be determined at trial of not less than \$100,000;
9. That Plaintiffs be awarded judgment on their Ninth cause of action against the Defendant Angelet in money damages in a sum to be determined at trial of not less than \$500,000;
10. That Plaintiffs be awarded judgment on their Tenth cause of action against the Defendant Haque in money damages in a sum to be determined at trial of not less than \$1,000,000;
11. That Plaintiffs be awarded judgment on their Eleventh cause of action against the Defendants Haque, Spells and Flores in money damages in a sum to be determined at trial of not less than \$150,000;
12. That Plaintiffs be awarded judgment on their Twelfth cause of action against the Defendant Spells in money damages in a sum to be determined at trial of not less than \$200,000;

13. That Plaintiffs be awarded judgment on their Thirteenth cause of action against the Defendants Spells and Angelet in money damages in a sum to be determined at trial of not less than \$200,000;
14. That Plaintiffs be awarded judgment on their Fourteenth cause of action against the Defendants Flores, Haque and Spells in money damages in a sum to be determined at trial of not less than \$10,000;
15. That Plaintiffs be awarded judgment on their Fifteenth cause of action against the Defendants Scotto and Weiss in money damages in a sum to be determined at trial of not less than \$50,000;
16. That Plaintiffs be awarded judgment on their Sixteenth cause of action against the Defendant Spells in money damages in a sum to be determined at trial of not less than \$45,000;
17. That Plaintiffs be awarded judgment on their Seventeenth cause of action against the Defendants Haque, Weiss, Flores and Spells in money damages in a sum to be determined at trial of not less than \$500,000;
18. That Plaintiffs be awarded judgment on their Eighteenth cause of action against the Defendants Spells, Haque, Flores and Angelet in money damages in a sum to be determined at trial of not less than \$300,000;
19. That Plaintiffs be awarded judgment on their Nineteenth cause of action against the Defendants Walentin, Haque, Weiss and Flores in money damages in a sum to be determined at trial for an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction over this action.
20. That Plaintiffs be awarded judgment on their Twentieth cause of action against the Defendants Spells, Haque, Scotto and Angelet in money damages in a sum to be

determined at trial for an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction over this action.

21. That Plaintiffs be awarded judgment on their Twenty-First cause of action against the Defendant Jacobs lawfirm in money damages in a sum to be determined at trial for an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction over this action.
22. That Plaintiffs be awarded judgment on their Twenty-Second cause of action against the Defendant Jacobs lawfirm in money damages in a sum to be determined at trial for an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction over this action. And, further, that this Court declare that the sums claimed as an outstanding bill due from the Plaintiffs are null and void as against public policy.
23. That Plaintiffs be awarded judgment on their Twenty-Third cause of action against the Defendant Jacobs lawfirm in money damages in the sum of One Thousand (\$1,000.00) Dollars.
24. That Plaintiffs be awarded judgment on their Twenty-Fourth cause of action against the Defendant Jacobs lawfirm in money damages in a sum to be determined at trial for an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction over this action.
25. That this Court declare that the Elections held at the Annual Meeting of the Association on June 24, 2012, are null and void, and that new, supervised elections be duly Noticed and held, forthwith. And, further, that Plaintiffs be awarded judgment on their Twenty-Fifth cause of action against the Defendants Spells, Scotto and Weiss in money damages in a sum to be determined at trial for an

amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction over this action.

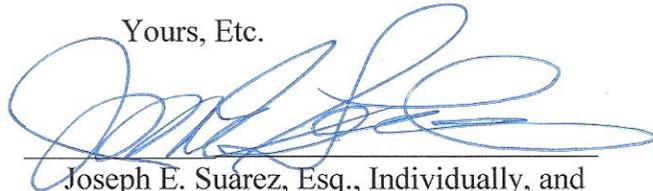
26. That Plaintiffs be awarded judgment on their Twenty-Sixth cause of action against the Defendant Blustein Law Firm in money damages in a sum to be determined at trial for an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction over this action.

27. That Plaintiffs be awarded such general relief as they may be entitled to receive either at law, or in equity, together with interest, costs, disbursements and, if the Court deems fit with respect to the First, Second, Third, Fourth, Sixth, Seventh, Eighth, Ninth, Tenth, Eighteenth, Twenty-First, Twenty-Second, Twenty-Third, Twenty-Fourth and Twenty-Sixth Causes of Action, attorney's fees, for prosecuting this action.

28. That Plaintiffs be awarded such other and further relief as to the court may seem just and proper.

Dated: Chestnut Ridge, New York
January 19, 2013

Yours, Etc.



Joseph E. Suarez, Esq., Individually, and
As President of Paul & Joseph Management, Inc., on behalf
of all unit owners, and in the name of: The Foundry at
Washington Park Condominium Association, Plaintiffs.

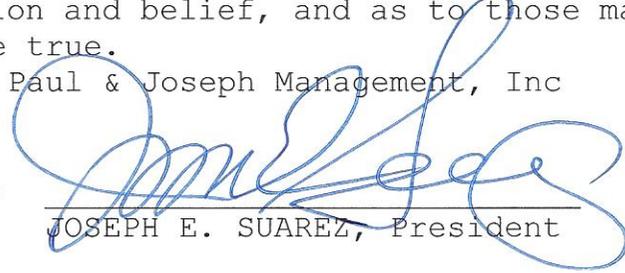
VERIFICATION

STATE OF NEW YORK)
) ss:
COUNTY OF ROCKLAND)

JOSEPH E. SUAREZ, being duly sworn, deposes and says that deponent is an officer of Paul & Joseph Management, Inc., a corporation named in the within action as a party plaintiff; that deponent has read the foregoing VERIFIED AMENDED COMPLAINT and knows the contents thereof; and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters deponent believes them to be true.

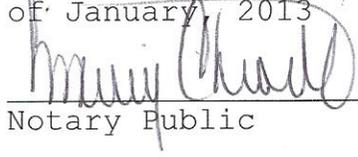
Paul & Joseph Management, Inc

By:



JOSEPH E. SUAREZ, President

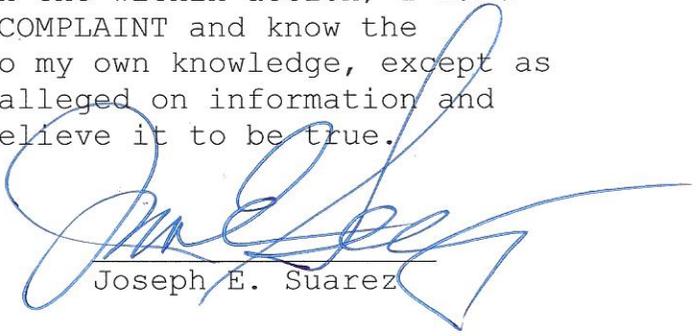
Sworn to before me this 19 day
of January, 2013


Notary Public

EMILIA CHIODO
NOTARY PUBLIC, State of New York
No. 27-4643959
Qualified in Orange County
Commission Expires 8-31-13

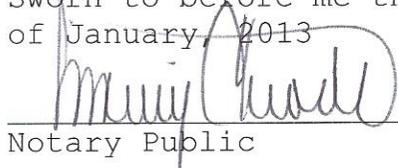
STATE OF NEW YORK)
) ss:
COUNTY OF ROCKLAND)

JOSEPH E. SUAREZ, being duly sworn, deposes and says that deponent is A PARTY PLAINTIFF in the within action; I have read the foregoing VERIFIED AMENDED COMPLAINT and know the contents thereof; the same is true to my own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters, I believe it to be true.



Joseph E. Suarez

Sworn to before me this 19 day
of January, 2013


Notary Public

EMILIA CHIODO
NOTARY PUBLIC, State of New York
No. 27-4643959
Qualified in Orange County
Commission Expires 8-31-13

NOTICE OF LIEN

AGAINST

**Polonia Ventures LLC and
Paul & Joseph Management Inc.**

SECTION: See Attached Schedule B for a complete description of the
BLOCK: Section, Block and Lot
LOT:
COUNTY OR TOWN: Orange

RECORD AND RETURN TO:

**Yael J. Wepman, Esq.
Smith, Buss & Jacobs, LLC
733 Yonkers Avenue
Yonkers, New York 10704**

EXHIBIT "A"

NOTICE OF LIEN FOR UNPAID COMMON CHARGES

UNDER THE CONDOMINIUM ACT

To: The Clerk of the County of Orange County, Division of Land Records, and State of New York

To: Polonia Ventures LLC, Paul & Joseph Management Inc. and all others whom it may concern:

PLEASE TAKE NOTICE, that pursuant to §339-z of the Real Property Law of the State of New York, the Board of Managers of The Foundry at Washington Park Condominium with an address c/o John J. Lease Management, Inc, 5020 Route 9W, Newburgh, NY 12550, has and claims a lien against the Units described in the attached Schedule B:

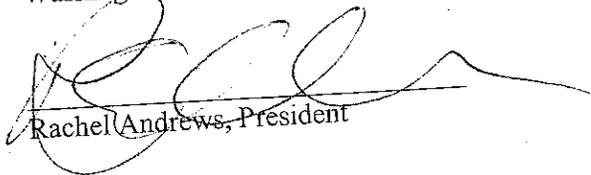
1. The property is known as, The Foundry at Washington Condominium ("Condominium") and its address is 44 Johnes Street and 70 Johnes Street, Newburgh, New York 12550. The property is located in the County of Orange, in the City of Newburgh, New York.
2. The name of the lienor is the Board of Managers of The Foundry at Washington Park Condominium, acting on behalf of all unit owners of the Condominium pursuant to the Declaration of the Condominium ("Declaration"). The Declaration was recorded on July 12, 1988 in the Office of the Clerk of the County of Orange, Division of Land Records at Liber 2969 of Conveyances page 306.
3. The record owners are Polonia Ventures LLC and Paul & Joseph Management Inc.
4. The Units are described in the attached Schedule B by Section, Block and Lot as per the tax map in the county of Orange.
5. The total amount of the lien claimed by the lienor against each Unit listed on Schedule B is \$1,629,334.00. The amount due on April 23, 2010 is \$1,629,334.00 and it is attributable to common charges. It is exclusive of assessments, late charges, administrative fees and attorneys' fees due through the date hereof, all of which the Condominium reserves the right to collect. Please see attached Schedule A for a breakdown of the amount due.
6. As provided in the Declaration, the owners of the Units are liable for a proportionate share of the common expenses of the Condominium equal to the percent of the aggregate of all common expenses as described in the attached Schedule A.
7. The Units are held subject to all terms and conditions contained in the Declaration, including the condition that the proportionate share of the common expenses set forth above must be paid by the unit owners.
8. The undersigned, acting on behalf of all unit owners of the Condominium claims a lien on the Units described in the attached Schedule B until all of the aforesaid common charges, late charges, accrued interest on all such common charges, legal costs, all subsequently accrued common charges and late charges, as well as the costs for the preparation of a satisfaction of lien are paid.

PLEASE TAKE FURTHER NOTICE, that the Condominium reserves all rights under 339-aa of the Real Property Law of New York and the By-Laws of the Condominium to pursue its remedies hereunder and any other remedies to which the Condominium may be entitled.

Dated: April 23, 2010
Yonkers, New York

Board of Managers of The Foundry at
Washington Park Condominium

By:



Rachel Andrews, President

STATE OF NEW YORK }

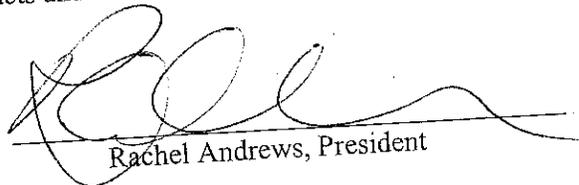
COUNTY OF WESTCHESTER }

ss.:

Rachel Andrews, being duly sworn, deposes and says:

Deponent has read the foregoing notice of unpaid charges and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to those matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes to be true.

The reason why this verification is made by deponent is that deponent is a member of the Board of Managers and deponent is familiar with the facts and circumstances herein.



Rachel Andrews, President

Sworn to before me this
23rd day of April, 2010

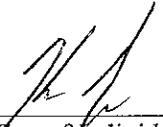


Notary Public

NOTARY PUBLIC
STATE OF NEW YORK
No. 140068597
Qualified to perform Notary Public
Commission Expires 12/31/11

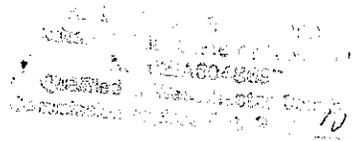
STATE OF NEW YORK }
 }
COUNTY OF WESTCHESTER } ss.:

On the 23rd day of April in the year 2010 before me, the undersigned personally appeared Rachel Andrews personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

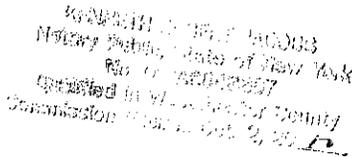


(Signature and office of individual taking acknowledgment)

~~Sworn to before me this~~
~~23rd day of April, 2010~~



Notary Public



PLEASE TAKE FURTHER NOTICE, that the Condominium reserves all rights under ' 339-aa of the Real Property Law of New York and the By-Laws of the Condominium to pursue its remedies hereunder and any other remedies to which the Condominium may be entitled.

Dated: March 23rd, 2010
Yonkers, New York

Board of Managers of The Foundry at
Washington Park Condominium

By: Roy R. Spells
Roy R. Spells, Vice President

STATE OF NEW YORK }
 }
COUNTY OF ORANGE } ss.:

Roy R. Spells, being duly sworn, deposes and says:

Deponent has read the foregoing notice of unpaid charges and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to those matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes to be true.

The reason why this verification is made by deponent is that deponent is a member of the Board of Managers and deponent is familiar with the facts and circumstances herein.

Roy R. Spells
Roy R. Spells, Vice President

Sworn to before me this
23rd day of March, 2010
Allisa Minchillo
Notary Public

ALLISA MINCHILLO
Notary Public, State of New York
Qualified in Orange County
Registration No. 01MI6132948
Commission Expires August 29, 20 13

STATE OF NEW YORK

}
}
}

ss.:

COUNTY OF ORANGE

On the 23rd day of March in the year 2010 before me, the undersigned personally appeared Roy Spells personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

Roy Spells, Vice President
(Signature and office of individual taking acknowledgment)

Sworn to before me this
23rd day of March, 2010

Allisa Minchillo

Notary Public

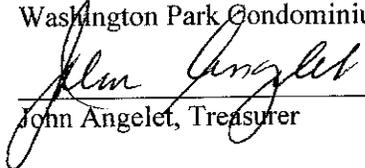
ALLISA MINCHILLO
Notary Public, State of New York
Qualified in Orange County
Registration No. 01M16132948
Commission Expires August 29, 20 13

PLEASE TAKE FURTHER NOTICE, that the Condominium reserves all rights under ' 339-aa of the Real Property Law of New York and the By-Laws of the Condominium to pursue its remedies hereunder and any other remedies to which the Condominium may be entitled.

Dated: March 22, 2010
Yonkers, New York

Board of Managers of The Foundry at
Washington Park Condominium

By:

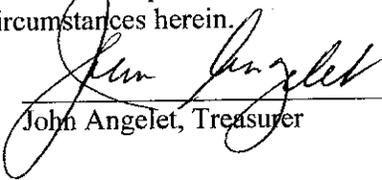

John Angelet, Treasurer

STATE OF NEW YORK }
 }
COUNTY OF ORANGE } ss.:

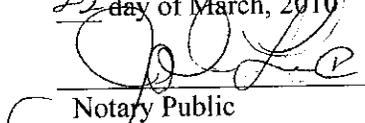
John Angelet, being duly sworn, deposes and says:

Deponent has read the foregoing notice of unpaid charges and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to those matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes to be true.

The reason why this verification is made by deponent is that deponent is a member of the Board of Managers and deponent is familiar with the facts and circumstances herein.


John Angelet, Treasurer

Sworn to before me this
22 day of March, 2010


Notary Public

JOHN LEASE III
Notary Public, State of New York
Qualified in Orange County
No. 4893815
Commission Expires May 26, 20 11

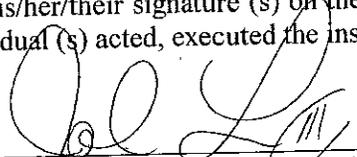
STATE OF NEW YORK

}
}
}

ss.:

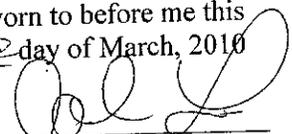
COUNTY OF ORANGE

On the 22 day of March in the year 2010 before me, the undersigned personally appeared John Angelet personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.



(Signature and office of individual taking acknowledgment)

Sworn to before me this
22 day of March, 2010



Notary Public

JOHN LEASE III
Notary Public, State of New York
Qualified in Orange County
No. 4893815
Commission Expires May 26, 20 11

PLEASE TAKE FURTHER NOTICE, that the Condominium reserves all rights under ' 339-aa of the Real Property Law of New York and the By-Laws of the Condominium to pursue its remedies hereunder and any other remedies to which the Condominium may be entitled.

Dated: March 25, 2010
Yonkers, New York

Board of Managers of The Foundry at
Washington Park Condominium
By: Maria S. Flores
Maria S. Flores, Board Member

STATE OF NEW YORK }
 }
COUNTY OF Orange } ss.:

Maria Flores, being duly sworn, deposes and says:

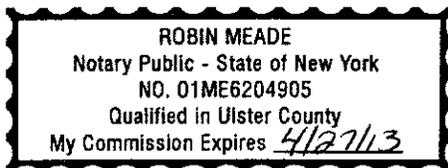
Deponent has read the foregoing notice of unpaid charges and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to those matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes to be true.

The reason why this verification is made by deponent is that deponent is a member of the Board of Managers and deponent is familiar with the facts and circumstances herein.

Maria S. Flores
Maria S. Flores, Board Member

Sworn to before me this
25 day of March, 2010

Robin Meade
Notary Public



STATE OF NEW YORK }
 }
COUNTY OF *Orange* }

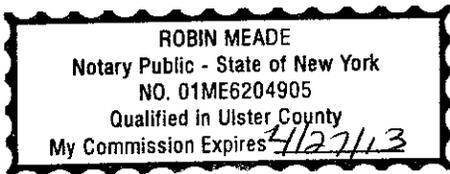
ss.:

On the *25* day of March in the year 2010 before me, the undersigned personally appeared Maria S. Flores personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

Robin Meade Notary Public
(Signature and office of individual taking acknowledgment)

Sworn to before me this
25 day of March, 2010

Robin Meade
Notary Public



PLEASE TAKE FURTHER NOTICE, that the Condominium reserves all rights under ' 339-aa of the Real Property Law of New York and the By-Laws of the Condominium to pursue its remedies hereunder and any other remedies to which the Condominium may be entitled.

Dated: March 25, 2010
Yonkers, New York

Board of Managers of The Foundry at
Washington Park Condominium

By: [Signature]
Rodney McLean, Board Member

STATE OF NEW YORK }
 }
COUNTY OF ORANGE } ss.:

Rodney McLean, being duly sworn, deposes and says:

Deponent has read the foregoing notice of unpaid charges and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to those matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes to be true.

The reason why this verification is made by deponent is that deponent is a member of the Board of Managers and deponent is familiar with the facts and circumstances herein.

[Signature]
Rodney McLean, Board Member

Sworn to before me this
22 day of March, 2010

[Signature]
Notary Public

JOHN LEASE III
Notary Public, State of New York
Qualified in Orange County
No. 4893815
Commission Expires May 26, 20 11

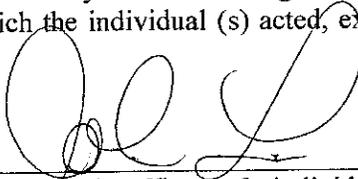
STATE OF NEW YORK

}
}
}

ss.:

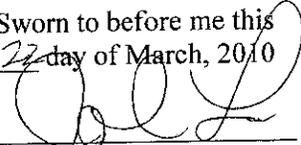
COUNTY OF ORANGE

On the 22 day of March in the year 2010 before me, the undersigned personally appeared Rodney McLean personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.



(Signature and office of individual taking acknowledgment)

Sworn to before me this
22 day of March, 2010



Notary Public

JOHN LEASE III
Notary Public, State of New York
Qualified in Orange County
No. 4893815
Commission Expires May 26, 20 11

PLEASE TAKE FURTHER NOTICE, that the Condominium reserves all rights under ' 339-aa of the Real Property Law of New York and the By-Laws of the Condominium to pursue its remedies hereunder and any other remedies to which the Condominium may be entitled.

Dated: March 25, 2010
Yonkers, New York

Board of Managers of The Foundry at
Washington Park Condominium

By:

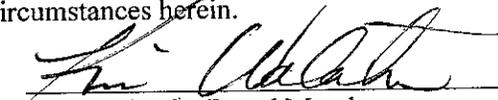

Kim Walentin, Board Member

STATE OF NEW YORK }
 }
COUNTY OF ORANGE } ss.:

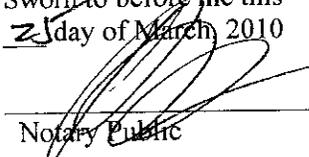
Kim Walentin, being duly sworn, deposes and says:

Deponent has read the foregoing notice of unpaid charges and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to those matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes to be true.

The reason why this verification is made by deponent is that deponent is a member of the Board of Managers and deponent is familiar with the facts and circumstances herein.


Kim Walentin, Board Member

Sworn to before me this
25 day of March, 2010


Notary Public

KENNETH W. DAVIES, JR.
NOTARY PUBLIC
ORANGE COUNTY, NEW YORK
01DA4628056
EXPIRES 12/31/2010

STATE OF NEW YORK

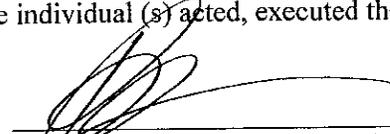
}

ss.:

COUNTY OF ORANGE

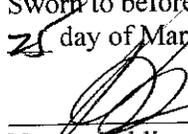
}

On the 21 day of March in the year 2010 before me, the undersigned personally appeared Kim Walentin personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.



(Signature and office of individual taking acknowledgment)

Sworn to before me this
21 day of March, 2010



Notary Public

KENNETH W. DAVIES, JR.
NOTARY PUBLIC
ORANGE COUNTY, NEW YORK
01DA4628056
EXPIRES 12/31/2012

SCHEDULE A

Tax ID	Unit Number	% of Common Interest	Yearly Common Charges 1999	Yearly Common Charges 2000	Yearly Common Charges 2001	Yearly Common Charges 2002	Yearly Common Charges 2003	Yearly Common Charges 2004	Yearly Common Charges 2005	Yearly Common Charges 2006	Total Common Charges Per Unit
58-1-1.1	J101	0.00771	1,873.53	1,888.95	1,904.37	1,919.79	1,935.21	-	-	-	9,521.86
58-1-1.2	J102	0.00596	1,448.28	1,460.20	1,472.12	1,484.04	1,495.96	-	-	-	7,360.61
58-1-1.4	J104	0.00854	2,075.22	2,092.30	2,109.38	2,126.46	2,143.54	2,160.62	-	-	12,707.53
58-1-1.5	J105	0.00744	1,807.92	1,822.80	1,837.68	1,852.56	1,867.44	1,882.32	-	-	11,070.73
58-1-1.6	J106	0.00889	2,160.27	2,178.05	2,195.83	2,213.61	2,231.39	2,249.17	2,266.95	2,284.73	17,780.01
58-1-1.8	J108	0.00816	1,982.88	1,999.20	2,015.52	2,031.84	2,048.16	2,064.48	-	-	12,142.09
58-1-1.9	J109	0.00978	2,376.54	2,396.10	2,415.66	2,435.22	2,454.78	2,474.34	-	-	14,552.65
58-1-1.11	J201	0.00963	2,340.09	2,359.35	2,378.61	-	-	-	-	-	7,078.06
58-1-1.12	J202	0.00885	2,150.55	2,168.25	2,185.95	2,203.65	2,221.35	2,239.05	-	-	13,168.81
58-1-1.14	J204	0.00855	2,077.65	2,094.75	2,111.85	2,128.95	2,146.05	-	-	-	10,559.26
58-1-1.18	J208	0.01022	2,483.46	2,503.90	2,524.34	2,544.78	2,565.22	2,585.66	2,606.10	2,626.54	20,440.01
58-1-1.19	J209	0.01156	2,809.08	2,832.20	2,855.32	2,878.44	2,901.56	2,924.68	2,947.80	2,970.92	23,120.01
58-1-1.20	J210	0.00979	2,378.97	2,398.55	2,418.13	2,437.71	2,457.29	2,476.87	2,496.45	2,516.03	19,580.01
58-1-1.22	J301	0.00981	2,383.83	2,403.45	2,423.07	2,442.69	2,462.31	2,481.93	-	-	14,597.29
58-1-1.23	J302	0.00887	2,155.41	2,173.15	2,190.89	2,208.63	2,226.37	2,244.11	2,261.85	-	15,460.42
58-1-1.24	J303	0.00796	1,934.28	1,950.20	1,966.12	1,982.04	1,997.96	2,013.88	-	-	11,844.49
58-1-1.26	J305	0.0081	1,968.30	1,984.50	2,000.70	2,016.90	2,033.10	2,049.30	-	-	12,052.81
58-1-1.29	E101	0.00538	1,307.34	1,318.10	1,328.86	1,339.62	1,350.38	1,361.14	1,371.90	-	9,377.35
58-1-1.30	E102	0.00534	1,297.62	1,308.30	1,318.98	1,329.66	1,340.34	1,351.02	1,361.70	-	9,307.63
58-1-1.31	E103	0.00806	1,958.58	1,974.70	1,990.82	2,006.94	2,023.06	2,039.18	-	-	11,993.29
58-1-1.32	E104	0.00549	1,334.07	1,345.05	1,356.03	1,367.01	1,377.99	1,388.97	-	-	8,169.13
58-1-1.33	E201	0.01332	3,236.76	3,263.40	3,290.04	3,316.68	3,343.32	3,369.96	3,396.60	-	23,216.77
58-1-1.34	E202	0.00815	1,980.45	1,996.75	2,013.05	2,029.35	2,045.65	2,061.95	2,078.25	2,094.55	16,300.01
58-1-1.35	E203	0.01124	2,731.32	2,753.80	2,776.28	2,798.76	2,821.24	2,843.72	2,866.20	-	19,591.33
58-1-1.36	E204	0.00549	1,334.07	1,345.05	1,356.03	1,367.01	1,377.99	1,388.97	1,399.95	-	9,569.08
58-1-1.37	E205	0.01106	2,687.58	2,709.70	2,731.82	2,753.94	2,776.06	2,798.18	2,820.30	-	19,277.59
58-1-1.38	E220	0.00515	1,251.45	1,261.75	1,272.05	1,282.35	1,292.65	1,302.95	1,313.25	1,323.55	10,300.01
58-1-1.39	E222	0.00542	1,317.06	1,327.90	1,338.74	1,349.58	1,360.42	1,371.26	1,382.10	-	9,447.07
58-1-1.40	E224	0.00785	1,907.55	1,923.25	1,938.95	1,954.65	1,970.35	1,986.05	2,001.75	2,017.45	15,700.01
58-1-1.41	E301	0.00538	1,307.34	1,318.10	1,328.86	1,339.62	1,350.38	1,361.14	-	-	8,005.45
58-1-1.42	E302	0.00815	1,980.45	1,996.75	2,013.05	2,029.35	2,045.65	2,061.95	2,078.25	2,094.55	16,300.01
58-1-1.43	E303	0.00806	1,958.58	1,974.70	1,990.82	2,006.94	2,023.06	2,039.18	-	-	11,993.29

Tax ID	Unit Number	% of common interest	Yearly Common Charges 1999	Yearly Common Charges 2000	Yearly Common Charges 2001	Yearly Common Charges 2002	Yearly Common Charges 2003	Yearly Common Charges 2004	Yearly Common Charges 2005	Yearly Common Charges 2006	Total Common Charges Per Unit
58-1-1.44	E304	0.00549	1,334.07	1,345.05	1,356.03	1,367.01	1,377.99	1,388.97	1,399.95	-	9,569.08
58-1-1.45	E322	0.00515	1,251.45	1,261.75	1,272.05	1,282.35	1,292.65	1,302.95	1,313.25	-	8,976.46
58-1-1.47	E324	0.00543	1,319.49	1,330.35	1,341.21	1,352.07	1,362.93	1,373.79	1,384.65	-	9,464.50
58-1-1.50	E327	0.01077	2,617.11	2,638.65	2,660.19	2,681.73	2,703.27	2,724.81	2,746.35	-	18,772.12
58-1-1.51	E328	0.00855	2,077.65	2,094.75	2,111.85	2,128.95	2,146.05	2,163.15	2,180.25	-	14,902.66
58-1-1.52	E329	0.01077	2,617.11	2,638.65	2,660.19	2,681.73	2,703.27	2,724.81	2,746.35	2,767.89	21,540.01
58-1-1.53	E331	0.01077	2,617.11	2,638.65	2,660.19	2,681.73	2,703.27	2,724.81	2,746.35	2,767.89	21,540.01
58-1-1.54	E333	0.01077	2,617.11	2,638.65	2,660.19	2,681.73	2,703.27	2,724.81	-	-	16,025.77
58-1-1.55	E335	0.00829	2,014.47	2,031.05	2,047.63	2,064.21	2,080.79	2,097.37	2,113.95	-	14,449.48
58-1-1.56	E337	0.00754	1,832.22	1,847.30	1,862.38	1,877.46	1,892.54	1,907.62	1,922.70	-	13,142.23
58-1-1.57	E401	0.00538	1,307.34	1,318.10	1,328.86	1,339.62	1,350.38	1,361.14	-	-	8,005.45
58-1-1.58	E402	0.00571	1,387.53	1,398.95	1,410.37	1,421.79	1,433.21	1,444.63	1,456.05	-	9,952.54
58-1-1.59	E403	0.00806	1,958.58	1,974.70	1,990.82	2,006.94	2,023.06	2,039.18	2,055.30	-	14,048.59
58-1-1.60	E404	0.01013	2,461.59	2,481.85	2,502.11	2,522.37	2,542.63	2,562.89	2,583.15	-	17,656.60
58-1-1.61	E406	0.00987	2,398.41	2,418.15	2,437.89	2,457.63	2,477.37	2,497.11	2,516.85	-	17,203.42
58-1-1.62	E105	0.00791	1,922.13	1,937.95	1,953.77	1,969.59	1,985.41	2,001.23	2,017.05	2,032.87	15,820.01
58-1-1.63	E106	0.00575	1,397.25	1,408.75	1,420.25	1,431.75	1,443.25	1,454.75	1,466.25	1,477.75	11,500.01
58-1-1.64	E107	0.00802	1,948.86	1,964.90	1,980.94	1,996.98	2,013.02	2,029.06	2,045.10	2,061.14	16,040.01
58-1-1.65	E108	0.00536	1,302.48	1,313.20	1,323.92	1,334.64	1,345.36	1,356.08	1,366.80	1,377.52	10,720.01
58-1-1.66	E109	0.00815	1,980.45	1,996.75	2,013.05	2,029.35	2,045.65	2,061.95	2,078.25	2,094.55	16,300.01
58-1-1.67	E110	0.00536	1,302.48	1,313.20	1,323.92	1,334.64	1,345.36	1,356.08	1,366.80	1,377.52	10,720.01
58-1-1.68	E111	0.008	1,944.00	1,960.00	1,976.00	1,992.00	2,008.00	2,024.00	2,040.00	2,056.00	16,000.01
58-1-1.69	E112	0.00567	1,377.81	1,389.15	1,400.49	1,411.83	1,423.17	1,434.51	1,445.85	1,457.19	11,340.01
58-1-1.70	E114	0.00847	2,058.21	2,075.15	2,092.09	2,109.03	2,125.97	2,142.91	2,159.85	2,176.79	16,940.01
58-1-1.71	E206	0.00575	1,397.25	1,408.75	1,420.25	1,431.75	1,443.25	1,454.75	1,466.25	1,477.75	11,500.01
58-1-1.72	E208	0.00536	1,302.48	1,313.20	1,323.92	1,334.64	1,345.36	1,356.08	1,366.80	1,377.52	10,720.01
58-1-1.73	E210	0.00536	1,302.48	1,313.20	1,323.92	1,334.64	1,345.36	1,356.08	1,366.80	1,377.52	10,720.01
58-1-1.74	E212	0.00567	1,377.81	1,389.15	1,400.49	1,411.83	1,423.17	1,434.51	1,445.85	1,457.19	11,340.01
58-1-1.75	E214	0.00849	2,063.07	2,080.05	2,097.03	2,114.01	2,130.99	2,147.97	2,164.95	2,181.93	16,980.01
58-1-1.76	E305	0.00791	1,922.13	1,937.95	1,953.77	1,969.59	1,985.41	2,001.23	2,017.05	2,032.87	15,820.01
58-1-1.77	E306	0.00575	1,397.25	1,408.75	1,420.25	1,431.75	1,443.25	1,454.75	1,466.25	1,477.75	11,500.01

Tax ID	Unit Number	% of Common Interest	Yearly Common Charges 1999	Yearly Common Charges 2000	Yearly Common Charges 2001	Yearly Common Charges 2002	Yearly Common Charges 2003	Yearly Common Charges 2004	Yearly Common Charges 2005	Yearly Common Charges 2006	Total Common Charges Per Unit
58-1-1.78	E307	0.00824	2,002.32	2,018.80	2,035.28	2,051.76	2,068.24	2,084.72	2,101.20	2,117.68	16,480.01
58-1-1.79	E308	0.00536	1,302.48	1,313.20	1,323.92	1,334.64	1,345.36	1,356.08	1,366.80	1,377.52	10,720.01
58-1-1.80	E309	0.00815	1,980.45	1,996.75	2,013.05	2,029.35	2,045.65	2,061.95	2,078.25	2,094.55	16,300.01
58-1-1.81	E310	0.00536	1,302.48	1,313.20	1,323.92	1,334.64	1,345.36	1,356.08	1,366.80	1,377.52	10,720.01
58-1-1.82	E311	0.00801	1,946.43	1,962.45	1,978.47	1,994.49	2,010.51	2,026.53	2,042.55	2,058.57	16,020.01
58-1-1.83	E312	0.00567	1,377.81	1,389.15	1,400.49	1,411.83	1,423.17	1,434.51	1,445.85	1,457.19	11,340.01
58-1-1.84	E314	0.00846	2,055.78	2,072.70	2,089.62	2,106.54	2,123.46	2,140.38	2,157.30	2,174.22	16,920.01
58-1-1.85	E405	0.01036	2,517.48	2,538.20	2,558.92	2,579.64	2,600.36	2,621.08	2,641.80	2,662.52	20,720.01
58-1-1.86	E407	0.01019	2,476.17	2,496.55	2,516.93	2,537.31	2,557.69	2,578.07	2,598.45	2,618.83	20,380.01
58-1-1.87	E408	0.00877	2,131.11	2,148.65	2,166.19	2,183.73	2,201.27	2,218.81	2,236.35	2,253.89	17,540.01
58-1-1.88	E409	0.01215	2,952.45	2,976.75	3,001.05	3,025.35	3,049.65	3,073.95	3,098.25	3,122.55	24,300.01
58-1-1.89	E410	0.00789	1,917.27	1,933.05	1,948.83	1,964.61	1,980.39	1,996.17	2,011.95	2,027.73	15,780.01
58-1-1.90	E411	0.01052	2,556.36	2,577.40	2,598.44	2,619.48	2,640.52	2,661.56	2,682.60	2,703.64	21,040.01
58-1-1.91	E412	0.01052	2,556.36	2,577.40	2,598.44	2,619.48	2,640.52	2,661.56	2,682.60	2,703.64	21,040.01
58-1-1.92	E413	0.01029	2,500.47	2,521.05	2,541.63	2,562.21	2,582.79	2,603.37	2,623.95	2,644.53	20,580.01
58-1-1.93	E414	0.01029	2,500.47	2,521.05	2,541.63	2,562.21	2,582.79	2,603.37	2,623.95	2,644.53	20,580.01
58-1-1.94	E113	0.0086	2,089.80	2,107.00	2,124.20	2,141.40	2,158.60	2,175.80	2,193.00	2,210.20	17,200.01
58-1-1.95	E115	0.00798	1,939.14	1,955.10	1,971.06	1,987.02	2,002.98	2,018.94	2,034.90	2,050.86	15,960.01
58-1-1.96	E116	0.00544	1,321.92	1,332.80	1,343.68	1,354.56	1,365.44	1,376.32	1,387.20	1,398.08	10,880.01
58-1-1.97	E117	0.00825	2,004.75	2,021.25	2,037.75	2,054.25	2,070.75	2,087.25	2,103.75	2,120.25	16,500.01
58-1-1.98	E118	0.00552	1,341.36	1,352.40	1,363.44	1,374.48	1,385.52	1,396.56	1,407.60	1,418.64	11,040.01
58-1-1.99	E119	0.01209	2,937.87	2,962.05	2,986.23	3,010.41	3,034.59	3,058.77	3,082.95	3,107.13	24,180.01
58-1-1.100	E120	0.01016	2,468.88	2,489.20	2,509.52	2,529.84	2,550.16	2,570.48	2,590.80	2,611.12	20,320.01
58-1-1.101	E121	0.01051	2,553.93	2,574.95	2,595.97	2,616.99	2,638.01	2,659.03	2,680.05	2,701.07	21,020.01
58-1-1.102	E216	0.00544	1,321.92	1,332.80	1,343.68	1,354.56	1,365.44	1,376.32	1,387.20	1,398.08	10,880.01
58-1-1.103	E218	0.00777	1,888.11	1,903.65	1,919.19	1,934.73	1,950.27	1,965.81	1,981.35	1,996.89	15,540.01
58-1-1.104	E313	0.0086	2,089.80	2,107.00	2,124.20	2,141.40	2,158.60	2,175.80	2,193.00	2,210.20	17,200.01
58-1-1.105	E315	0.00798	1,939.14	1,955.10	1,971.06	1,987.02	2,002.98	2,018.94	2,034.90	2,050.86	15,960.01
58-1-1.106	E316	0.00544	1,321.92	1,332.80	1,343.68	1,354.56	1,365.44	1,376.32	1,387.20	1,398.08	10,880.01
58-1-1.107	E317	0.00825	2,004.75	2,021.25	2,037.75	2,054.25	2,070.75	2,087.25	2,103.75	2,120.25	16,500.01
58-1-1.108	E318	0.00553	1,343.79	1,354.85	1,365.91	1,376.97	1,388.03	1,399.09	1,410.15	1,421.21	11,060.01

Tax ID	Unit Number	% of common interest	Yearly Common Charges 1999	Yearly Common Charges 2000	Yearly Common Charges 2001	Yearly Common Charges 2002	Yearly Common Charges 2003	Yearly Common Charges 2004	Yearly Common Charges 2005	Yearly Common Charges 2006	Total Common Charges Per Unit
58-1-1.109	E319	0.01209	2,937.87	2,962.05	2,986.23	3,010.41	3,034.59	3,058.77	3,082.95	3,107.13	24,180.01
58-1-1.110	E320	0.01016	2,468.88	2,489.20	2,509.52	2,529.84	2,550.16	2,570.48	2,590.80	2,611.12	20,320.01
58-1-1.111	E321	0.01051	2,553.93	2,574.95	2,595.97	2,616.99	2,638.01	2,659.03	2,680.05	2,701.07	21,020.01
58-1-1.112	E415	0.01068	2,595.24	2,616.60	2,637.96	2,659.32	2,680.68	2,702.04	2,723.40	2,744.76	21,360.01
58-1-1.113	E416	0.01068	2,595.24	2,616.60	2,637.96	2,659.32	2,680.68	2,702.04	2,723.40	2,744.76	21,360.01
58-1-1.114	E417	0.01052	2,556.36	2,577.40	2,598.44	2,619.48	2,640.52	2,661.56	2,682.60	2,703.64	21,040.01
58-1-1.115	E418	0.00925	2,247.75	2,266.25	2,284.75	2,303.25	2,321.75	2,340.25	2,358.75	2,377.25	18,500.01
58-1-1.116	E419	0.01019	2,476.17	2,496.55	2,516.93	2,537.31	2,557.69	2,578.07	2,598.45	2,618.83	20,380.01
58-1-1.117	E420	0.01007	2,447.01	2,467.15	2,487.29	2,507.43	2,527.57	2,547.71	2,567.85	2,587.99	20,140.01
58-1-1.118	E421	0.01037	2,519.91	2,540.65	2,561.39	2,582.13	2,602.87	2,623.61	2,644.35	2,665.09	20,740.01
58-1-1.119	E423	0.01154	2,804.22	2,827.30	2,850.38	2,873.46	2,896.54	2,919.62	2,942.70	2,965.78	23,080.01
58-1-1.120	E425	0.01042	2,532.06	2,552.90	2,573.74	2,594.58	2,615.42	2,636.26	2,657.10	2,677.94	20,840.01
										Total	1,629,334.00

SCHEDULE B
UNITS AGAINST WHICH LIEN IS CLAIMED
Page 2 of 2

44 Johnes Street, Newburgh, New York, 12550

E. **307J** Section 58 Block 1 Lot 1.28

44 Johnes Street, Newburgh, New York, 12550

F. **325E** Section 58 Block 1 Lot 1.48

70 Johnes Street, Newburgh, New York, 12550

SCHEDULE B

UNITS AGAINST WHICH LIEN IS CLAIMED

Units Owned by Polonia Ventures, LLC

	Unit	Section	Block	Lot
A.	103J:	Section 58	Block 1	Lot 1.3
		44 Johnes Street, Newburgh, New York, 12550		
B.	110J	Section 58	Block 1	Lot 1.10
		44 Johnes Street, Newburgh, New York, 12550		
C.	201J	Section 58	Block 1	Lot 1.11
		44 Johnes Street, Newburgh, New York, 12550		
D.	206J	Section 58	Block 1	Lot 1.16
		44 Johnes Street, Newburgh, New York, 12550		
E.	211J	Section 58	Block 1	Lot 1.21
		44 Johnes Street, Newburgh, New York, 12550		

Units Owned by Paul & Joseph Management Company, Inc.

	Unit	Section	Block	Lot
A.	107J	Section 58	Block 1	Lot 1.7
		44 Johnes Street, Newburgh, New York, 12550		
B.	207J	Section 58	Block 1	Lot 1.17
		44 Johnes Street, Newburgh, New York, 12550		
C.	304J	Section 58	Block 1	Lot 1.25
		44 Johnes Street, Newburgh, New York, 12550		
D.	306J	Section 58	Block 1	Lot 1.27

TO: The Board of Managers
FROM: Joseph E. Suarez, Esq., Treasurer
RE: Interpretation of "Voting" clause in the By-Laws

At the July meeting, considerable disruption occurred as a consequence of the interpretation of the By-Laws' "Voting" Clause by the Board Secretary and Ms. Tina Williams, a realtor from Spinnaker Management.

The clause at issue, Art. II, Sec.2, reads in its entirety as follows:

"Section 2. Voting. Each unit owner (including the Sponsor and the Board of Managers, if the Sponsor or the Board of Managers shall then own or hold title to one or more units) shall be entitled to cast one vote at all unit owners' meetings for each unit or units owned by such unit owners, but the Board of managers shall not cast any of its votes for the election of any member to the Board."

Ms. Andrews and Williams contended that they interpreted this as proscribing members of the Board (rather than the Board as an entity) from voting their individual shares.

Basic rules of construction dispel this misinterpretation of the subject clause.

First and foremost, we must apply an interpretation that is consistent with the plain meaning of words. [As Oliver Wendell Holmes stated in The Theory of Legal Interpretation, 1899, 12 Harvard Law Review at p. 417:

"Thereupon we ask, not what this man meant, but what those words would mean in the mouth of a normal speaker of English, using them in the circumstances in which they were used."]

Another primary rule is that if there are two meanings, one of which is illogical or inconsistent and another which is logical and consistent, the latter must be applied.

Lastly, there is a construction resolution rule on "Pour-over language": Which essentially states that that which goes *first* is superior to that *which follows*.

Here, all of the rules of construction point to only one interpretation.

By-Law Art.III (Board of Managers) Sec. 5 (Powers) subsections (a)11 and (a) 12, tell us How the Board, as an entity, can end-up owning units:
by purchase or abandonment in foreclosure, respectively.

Subsection (a)12 specifically gives the Board the power "...to repair or renovate any unit so acquired and to vote as unit owner..." (emphasis added).

However, even if this clarifying sub-clause were not there, the clause at issue spells-out the circumstances when the Board, as an entity, may cast votes:

“...if...the Board of Managers shall then own or hold title to one or more units” (emphasis added).

Looking at the part of a sentence that the Secretary and Ms. Williams relied on:

“...but the Board of Managers shall not cast any of its votes...” clearly refers to votes, if any, possessed by the entity “Board of Managers”.

It does not say **“THEIR”** votes or **“THE MEMBERS’ ”** votes, but **IT’S**.

Moreover, it is both **consistent** and **logical** to prohibit the Board, as an entity, from voting on behalf of any units acquired with **everybody’s** moneys, or on behalf of **everybody**, in favor of some unit owners and disfavoring others.

The convoluted interpretation urged by the Secretary, and others, was **inconsistent** (“Each unit owner...**shall** be entitled to cast one vote...”)- “SHALL” is a mandatory word- it isn’t a suggestion, and **illogical** [if the Board members owned 90% of all units, under the suggested logic, the 10% could vote out the entire Board because the Board Members couldn’t vote their units] and must be, logically, rejected.

Presently, the association doesn’t own any voting units (the Super’s Unit has no vote). If the situation changes, through foreclosures, the units acquired may **not** be voted, **by** the Board, in electing members to the Board.



PROXY

**THE FOUNDRY AT WASHINGTON PARK CONDOMINIUM
ANNUAL MEETING OF UNIT OWNERS - Sunday, June 24, 2012**

The undersigned Unit Owner(s) of **The Foundry at Washington Park Condominium** hereby appoints Thomas Murphy [_____] proxy with full power of substitution to vote all the percentage of common interest that I am entitled to vote at the Annual Meeting of Unit Owners of The Foundry at Washington Park Condominium to be held at 70 Johnes Street, Newburgh, NY, 10:00 AM, Sunday, June 24, 2012 and at any continuations or adjournments thereof. I hereby revoke all former proxies.

(1) **ELECTION OF MANAGERS** - Present individual running for reelection is:
Liza Scotto-Armbrister; Roy R. Spells; and Maria Flores.

(2) If you wish to run for vacant a Board of Manager opening, please submit a short biography to Administrative Office, ATTN: Board of Managers, , The Foundry, 70 Johnes Street, Newburgh, New York **Not Later Than Thursday, June 21, 2012.**

HOW TO VOTE: You may cast votes equal to your total percentage of common interest for **each** of the Managers you wish to reelect or elect. **IF YOU DO NOT DESIGNATE ANY** nominees for whom you wish your proxy to vote, your proxy will voted in its discretion.

To vote upon any other matters that may properly come before the meeting or any adjournments thereof your validated proxy is to be utilized.

HOW TO DESIGNATE YOUR OWN PROXY: If you would like to designate a person other than Thomas Murphy, cross out his name on the proxy and insert a different name in the adjacent space. Your designated proxy must attend the meeting and be validated as eligible to vote.

Unit No(s) _____

Signature(s) of Unit Owner(s)

Dated: _____

Print Name(s)

EXHIBIT "C-1"



Annual Unit Owner Meeting

June 24, 2012

AGENDA

1. Call Meeting to Order.
2. Presentation of Proof Announcing Annual Unit Owner Meeting.
3. Presentation of Report of 2011 Annual Unit Owners Meeting Results.
4. Appointment of Inspector for Election Process.
5. Examination of Proxies and evidence of by Certifier.
6. Reading Minutes of 2011 Annual Unit Meeting held June 26, 2011.
7. Report of Committees:
 - Building Committee
 - Sponsor for Phase III
8. Budget Presentation.
9. President of Board Report.
10. Nomination and Election of Board of Managers.
11. Unfinished Business.
12. New Business.
13. Adjournment of 2012 Annual Unit Owners Meeting.