

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

-----X  
JOSEPH QUENQUA and "JANE DOES #1-100", on their  
own behalf, and on behalf of those similarly situated,

Plaintiffs,

-against-

CARNEGIE PARK ASSOCIATES, L.P., CARNEGIE  
PARK TOWER, LLC, THE RELATED COMPANIES,  
L.P., 184 KENT OWNER, LLC and "JOHN DOES #1-  
100",

Defendants.  
-----X

Index No.

Date Purchased:

**SUMMONS**

Basis of venue: CPLR §503(a)

To the above named defendants:

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

Dated: New York, New York  
November 30, 2015

Yours, etc.,  
HELD & HINES, L.L.P.



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NEW YORK STATE SUPREME COURT  
COUNTY OF KINGS

JOSEPH QUENQUA and “JANE DOES #1-100, on their own behalf, and on behalf of those similarly situated,

Plaintiffs,

- against -

CARNEGIE PARK ASSOCIATES, L.P., CARNEGIE PARK TOWER, LLC, THE RELATED COMPANIES, L.P., 184 KENT OWNER, LLC and “JOHN DOES #1-100,

Defendants.

**Index No.**

**Class Action Complaint**

Plaintiffs, JOSEPH QUENQUA and Jane Does #1-100, by their attorneys Held & Hines, LLP and Goldsmith & Fass, bring this action on behalf of themselves and all other individuals who were disabled or were 62 years of age or older when they resided in a New York City rental building that was converted into a Condominium or Cooperative during their tenancy. Plaintiffs seek damages and other appropriate relief for their claims of breach of contract, eviction, constructive eviction, loss of quiet enjoyment, breach of covenant of good faith and fair dealing, violation of RPAPL Sec. 853, violation of RPAPL Sec. 601 and a declaratory judgment.

**NATURE OF THE ACTION**

1. Plaintiffs are current and former tenants who were disabled or were 62 years of age or older when they resided in a New York City rental building that was converted to Condominium or Cooperative ownership, pursuant to individual Offering Plans (“Offering Plans” or “Plans”).

2. Plaintiffs bring this lawsuit on their own behalf and on behalf of a proposed Class identified below. Plaintiffs allege that a) they have been wrongfully evicted from their homes, and b) that defendants' failed to perform their contractual obligations to provide the plaintiffs with lease renewals protected from unconscionable increases in rent, as tenants with special protected rights under their contract.
3. Plaintiffs seek damages, injunctive relief and other appropriate relief on behalf of themselves and other similarly situated Class members who have been evicted or will be evicted from the premises they reside in and who were not given lease renewals and protection from unconscionable rent increases.

#### **PARTIES**

4. Plaintiff, JOSEPH QUENQUA is a senior citizen over the age of 62 who was a tenant residing at 200 E. 94<sup>th</sup> Street, Apt#2718, New York, New York 10128 ("Subject Building") from approximately 2008 to March 2015.
5. At the time that the Offering Plans were accepted by the Office of the Attorney General of the State of New York ("OAG") for filing, the plaintiffs, including JOSEPH QUENQUA, were all eligible senior citizens or eligible disabled persons as defined in the Offering Plans with certain special contractual rights under the Offering Plans, including the right to reside in their homes without the threat of eviction.
6. At the time the Offering Plans were accepted by OAG for filing, the plaintiffs would have elected to be treated as non-purchasing tenants had the plaintiffs been provided the means by the defendants to make such an election, as required by the Plans.

7. The defendants are all real estate developers who converted or are converting a building or a group of buildings in New York City from residential rental status to cooperative or condominium ownership.
8. Over the past six (6) years, the defendants have filed approximately hundreds of Offering Plans with the OAG to convert residential rental buildings with thousands of apartments into condominiums or co-operatives in the City of New York.
9. The defendant 184 Kent Owner, LLC is the owner and developer of the property located at 184 Kent St., Brooklyn, New York.
10. Defendants are all authorized to conduct business in the State of New York.

#### **JURISDICTION AND VENUE**

11. Jurisdiction is proper in this Court because the acts and/or omissions giving rise to the causes of action alleged herein occurred in the City and State of New York.
12. Venue is proper in this Court pursuant to New York Civil Practice Law and Rules Section 503(a) because the real property in question and some of the parties in the instant action are located in Kings County and because the acts, misrepresentations and/or omissions giving rise to the causes of action alleged herein occurred in Kings County.

#### **CLASS ACTION ALLEGATIONS**

12. Pursuant to Article 9 of the New York Civil Practice Law and Rules, Plaintiffs bring this action as a Class action on behalf of all tenants who resided in New York City residential buildings and who were disabled or were 62 years of age or older when an Offering Plan related to the conversion of their building was accepted for filing by the OAG.

13. **Ascertainable Class:** The proposed Class is ascertainable in that its members can be identified and located using information contained in Defendants' rent roll records and other documents maintained by the defendants.
14. **Numerosity:** The potential number of persons in the Class is so numerous that joinder of all members would be unfeasible and impractical. The disposition of their claims through this Class action will benefit both the parties and this Court. The number of persons in the Class is unknown to Plaintiffs at this time. However, it is estimated that the number exceeds 10,000 individuals.
15. **Typicality:** The claims of Plaintiffs are typical of the claims of all of the other members of the Class because all of them sustained similar injuries and damages arising out of Defendants' common course of conduct in violation of law and contract and the injuries and damages of all of the other members of the Class were caused by Defendants' wrongful conduct as described in this Complaint.
16. **Adequacy:** Plaintiffs are adequate representatives of the Class; will fairly protect the interests of the other members of the Class; has no interests antagonistic to the members of the Class; and will vigorously pursue this suit via attorneys who are competent, skilled and experienced in litigating matters of this type. Class Counsel is competent and experienced in litigating large Class actions.
17. **Superiority:** The nature of this action makes the use of the Class action vehicle a particularly efficient and appropriate procedure to afford relief to Plaintiffs and the other members of the Class for the wrongs alleged herein, as follows:
  - a. This case involves large corporate Defendants and a large number of individuals with many relatively small claims and common issues of law and fact;

b. If each individual member of the Class was required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage because, with its vastly superior financial and legal resources, it would be able to exploit and overwhelm the limited resources of each individual member of the Class;

c. Requiring each individual member of the Class to pursue an individual remedy would also discourage the assertion of lawful claims by members of the Class who would be disinclined to pursue an action against Defendants because of an appreciable and justifiable fear of retaliation;

d. The prosecution of separate actions by the individual members of the Class, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual members of the Class against Defendants; would establish potentially incompatible standards of conduct for Defendants, would result in legal determination with respect to individual members of the Class which would, as a practical matter, be dispositive of the interest of the other members of the Class who are not parties to the adjudications; and/or would substantially impair or impede the ability of the members of the Class to protect their own interests;

e. The claims of the individual members of the Class may not be sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses thereto;

f. Furthermore, as the damages suffered by each individual member of the Class may be relatively small, the expense and burden of individual litigation would make it difficult or impossible for individual member of the Class to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action; and

g. The costs to the court system of adjudication of such individualized litigation would be substantial.

18. **Existence of Predominance of Common Questions of Fact and Law:** Common questions of law and fact exist as to members of the Class which predominate over questions affecting only individual members of the Class, including, but not limited to the following:

a. Whether the Defendants breached their contractual obligations under the Plans by failing to offer the Class members the right to elect to become non-purchasing tenants;

b. Whether Defendants wrongfully evicted or plan to evict the Class members;

- c. Whether Defendants constructively evicted or plan to evict the Class members;
  - d. Whether Defendants failed to renew the leases of the Class members;
  - e. Whether Defendants provided plaintiffs with leases of insufficient duration and/or containing unconscionable rent increases;
  - f. Whether the Class members are allowed to return to their apartments that they once occupied and offered a lease renewal limited to a 3% annual increases.
  - g. Whether Defendants are liable for attorneys' fees, expenses and costs.
19. Plaintiffs intend to send notice to all members of the Class to the extent required by law.

#### **STATEMENT OF FACTS**

20. On or about April 30, 2014, the defendants, CARNEGIE PARK ASSOCIATES, L.P., CARNEGIE PARK TOWER, LLC, THE RELATED COMPANIES, submitted a non-eviction Offering Plan ("Carnegie Plan") to the OAG to convert the subject rental building into condominium.
21. On or about December 22, 2014, the OAG accepted the Carnegie Plan for filing.
22. On or about August 14, 2015, the Carnegie Plan was declared effective.
23. The defendants have alleged that the Carnegie Park apartments, including those once occupied by the plaintiffs, will sell for a total price of \$483,442,000.
24. On or about April 29, 2015, the defendants, 184 KENT OWNER, LLC, submitted a non-eviction Offering Plan ("Kent Plan") to the OAG, to convert the subject rental building into condominiums.
25. On or about May 14, 2015, the OAG accepted the Kent Plan for filing.



26. The defendants have alleged that the Kent Plan apartments, including those occupied or were once occupied by the plaintiffs, will sell for a total price of \$413,794,000.
27. All the defendants submitted Offering Plans, each of which was accepted for filing by the OAG.
28. That the Offering Plans constituted a unilateral option contract that set forth the terms for tenants who resided in the building to either purchase the apartments they lived in or remain in occupancy of their apartments as tenants pursuant to the terms of the Plan.
29. The Offering Plans contained special contractual provisions whose plain language served to protect senior citizens and the disabled from being evicted from their apartments should the tenants decide not to purchase same.
30. The Offering Plans contained special contractual provisions whose plain language served to protect the special housing needs of senior citizens and the disabled (“the Protected Class” or “Plaintiffs”) who have limited financial resources and/or physical limitations.
31. These special contractual provisions as drafted were meant to prevent evictions and preclude coercion of plaintiffs into vacating their apartments and restrict rent increases of the Protected Class during the process of conversion from rental to cooperative or condominium.
32. These special contractual provisions as drafted were meant to prevent unjust, unreasonable and oppressive rents and rental agreements affecting non-purchasing tenants.

33. That the special contractual protections offered to the plaintiffs by the defendants are specifically delineated in each Offering Plan. For example, the Carnegie Plan stated that the Protected Class members could elect to become “non-purchasing tenants” entitled to continued lease renewals without unconscionable rent increases:

“... non-purchasing tenants who are sixty-two years of age or older” or “non-purchasing tenants who have an impairment....on the date the attorney general has accepted the plan for filing, and the spouses of any such tenants on such date, and who have elected, within sixty days of the date the attorney general has accepted the plan for filing, on forms promulgated by the attorney general and presented to such tenants by the offeror[defendants], to become non-purchasing tenants under the provisions of this section; provided that such election shall not preclude any such tenant from subsequently purchasing the dwelling unit on the terms then offered to tenants in occupancy.”

34. As part of the special contract provisions provided in the unilateral contract, each of Defendants’ Plans granted an option (the “Option”) to tenants, who were over 62 years of age or disabled (“the Protected Class”) and in occupancy of their apartments as of the date the OAG accepted the Offering Plans for filing, to be treated as Non-Purchasing Tenants.

35. As provided in the Offering Plans, Non-Purchasing Tenants could not be evicted from their homes and had the right to remain as tenants with rents that were protected from unconscionable increases.

36. The terms of the Offering Plans’ option required the plaintiffs to exercise this option within sixty (60) days after *both* the OAG’s acceptance of the Plans for filing and the defendants *presented* the Offer to the plaintiffs to elect to be treated as “Non-Purchasing Tenants.”

37. These contractual protections are affirmative promises incorporated into each of the defendants' Offering Plans.
38. As such, the Option constituted a unilateral contract binding on the defendants which would have ripened into binding bi-lateral contracts upon acceptance.
39. The plaintiffs are all tenants in New York City buildings who were disabled or were 62 years of age or older when the Offering Plan for their building was accepted by the OAG for filing.
40. Under the Offering Plans, the defendants are precluded from commencing "eviction proceedings" at any time against the plaintiffs as the plaintiffs are tenants with special circumstances who are part of the Protected Class.
41. Instead of evicting the plaintiffs, the defendants were required to offer the plaintiffs lease renewals, protected from "unconscionable increases."
42. At the time that the Offering Plans were accepted for filing by the OAG, the plaintiffs were over the age of 62 or disabled persons as defined in the Offering Plans.
43. Once the Offering Plans were accepted for filing by the OAG, the defendants were required to give all plaintiffs the right to elect to become a non-purchasing tenant with additional protections as outlined in the Offering Plan ("non-purchasing tenants").
44. Once the Offering Plans were accepted for filing by the OAG, the defendants were required to give all the plaintiffs residing in the subject building a form or other means to elect to become non-purchasing tenants which would give the plaintiffs additional protective rights as described herein.

45. That upon election to be treated as non-purchasing tenants, the defendants would not only be prohibited from evicting the plaintiffs from their homes but would also be compelled to provide the plaintiffs with lease renewals, protected from unconscionable rent increases.
46. As leases of the non-purchasing plaintiffs expired, the defendants failed to provide the plaintiffs with a form or other means to elect to become non-purchasing tenants.
47. The defendants failed to offer the plaintiffs the right to elect to become non-purchasing tenants as required under the Plans.
48. Had the defendants complied with the terms of the Offering Plans, including the right to elect to become non-purchasing tenants, the plaintiffs would have exercised said right and accepted the defendants' offer to become a non-purchasing tenant with special tenancy rights as defined in the Offering Plans.
49. The defendants took actions to coerce the plaintiffs to vacate their homes.
50. The plaintiffs were further induced to vacate their homes by defendants' refusal to grant them new leases with terms extending beyond the date when the Offering Plans were to be declared effective and informing them that they were required to vacate their homes when those leases expired.
51. As leases of the Protected Class expired, the defendants failed to provide the plaintiffs with renewal leases.
52. As leases of the Protected Class expired, the defendants failed to provide the plaintiffs with leases of sufficient duration.

53. As leases of the Protected Class expired, the defendants failed to provide the plaintiffs with renewal leases protected from unconscionable rent increases.
54. As leases of the Protected Class expired, the defendants instead sent termination notices or otherwise informed the plaintiffs that their leases would not be renewed and that they had no special contractual rights to remain as tenants.
55. As leases of the non-purchasing plaintiffs expired, the defendants demanded that the plaintiffs give up possession of their apartments or be forced out by eviction.
56. The defendants failed to provide the plaintiffs with the right to elect to become non-purchasing tenants so as to prevent the plaintiffs from exercising their rights to remain as tenants with special protective rights in the apartments they resided in including protections from eviction from their homes.
57. The defendants' wrongful actions prevented the plaintiffs from gaining the additional tenant protections they otherwise would be entitled to under the Offering Plans.
58. That due to the defendants' wrongful actions, the plaintiffs, as elderly and/or disabled tenants, were coerced to vacate their homes.
59. That due to the defendants' wrongful actions, the plaintiffs, as elderly and/or disabled tenants, lost possession of their homes.
60. That due to the defendants' actions, the plaintiffs were evicted from their homes.
61. By wrongfully evicting the plaintiffs from their homes, the defendants received a financial windfall by selling the plaintiffs' apartments as a vacant unit not occupied by a tenant with protective rights.

**AS AND FOR A FIRST CLAIM: BREACH OF CONTRACT**  
(Brought by Plaintiffs on Behalf of Themselves and the Class)

62. Plaintiffs, on behalf of themselves and the Class Members, repeat and re-allege each and every allegations made herein as if fully set forth herein.
63. Defendants failed to affirmatively offer the plaintiffs the contractual right to elect to become non-purchasing tenants as defined under the Plan.
64. Defendants failed to comply with the terms of the Plan, which conferred special contractual rights to the plaintiffs, including the rights to remain in their homes for as long as they desired to live there.
65. Defendants failed to comply with the terms of the Plan, which conferred special contractual rights to the plaintiffs, by failing to provide the plaintiffs with lease renewals.
66. Defendants failed to comply with the terms of the Plan, which conferred special contractual rights to the plaintiffs, by failing to provide the plaintiffs with a lease protected from unconscionable rent increases.
67. Defendants failed to comply with the terms of the Plan, which conferred special contractual rights to the plaintiffs, by wrongfully evicting the plaintiffs from their homes.
68. That by wrongfully evicting the plaintiffs, the defendants received an enormous financial windfall by being able to sell the plaintiffs' vacant apartments for approximately three times more than the value of the apartment had it still remained occupied by the plaintiffs with protected rights.

69. That as a result of said breaches of contract, the Plaintiffs, and the other Class members, have been damaged in an amount to be determined at trial, but not less than ONE-HUNDRED MILLION (\$100,000,000.00) DOLLARS.

**AS AND FOR A SECOND CLAIM: EVICTION**  
(Brought by Plaintiffs on Behalf of Themselves and the Class)

70. Plaintiffs repeat and re-allege each and every allegations made herein as if fully set forth herein.

71. The Defendants were required to provide continual lease renewals to the plaintiffs.

72. The Defendants failed to provide the plaintiffs with lease renewals.

73. By failing to offer the Plaintiffs lease renewals, the defendants compelled the plaintiffs to leave their homes.

74. That Defendants' actions amount to actual, unlawful eviction of the Plaintiffs from the subject premises.

75. That as a result of said eviction, the Plaintiffs, and the other Class members, have been damaged in an amount to be determined at trial, and the defendants are responsible for treble damages but not less than ONE-HUNDRED MILLION (\$100,000,000.00) DOLLARS.

**AS AND FOR A THIRD CLAIM: CONSTRUCTIVE EVICTION**

76. Plaintiffs on behalf of themselves and the Class Members, repeat and re-allege each and every allegations made herein as if fully set forth herein.

77. That Defendants were required to provide the plaintiffs with continuous lease renewals which were protected from unconscionable rent increases.

78. The Defendants failed to provide the plaintiffs with lease renewals.

79. By failing to offer the Plaintiffs lease renewals, the defendants compelled the plaintiffs to leave their homes.
80. That the Defendants' actions amount to constructive eviction of the Plaintiffs from the subject premises.
81. That as a result of said constructive eviction, the Plaintiffs, the Plaintiffs, and the other Class members, have been damaged in an amount to be determined at trial, but not less than ONE-HUNDRED MILLION (\$100,000,000.00) DOLLARS.

**AS AND FOR A FOURTH CLAIM: LOSS OF QUIET ENJOYMENT**

(Brought by Plaintiffs on Behalf of Themselves and the Class)

82. Plaintiffs, on behalf of themselves and the Class Members, repeat and re-allege each and every allegations made herein as if fully set forth herein.
83. That the Defendants' actions, as outlined above, interfered with Plaintiffs' peaceful and quiet enjoyment of the premises, and amount to a breach of the covenant of quiet enjoyment.
84. That as a result of breach, the Plaintiffs, and the other Class members, have been damaged in an amount to be determined at trial, but not less than ONE-HUNDED MILLION (\$100,000,000.00) DOLLARS.

**AS AND FOR A FIFTH CLAIM: RPAPL SEC. 853**

(Brought by Plaintiffs on Behalf of Themselves and the Class)

85. Plaintiffs, on behalf of themselves and the Class Members, repeat and re-allege each and every allegation made herein as if fully set forth herein.
86. Herein, the plaintiffs were disseized and ejected from their homes by unlawful means committed by the defendants which were intentional and/or reckless.
87. That due to their ejection, the plaintiffs are entitled to recover treble damages.



88. That due to the foregoing, the Plaintiffs, and the other Class members, are entitled to treble damages in an amount to be determined at trial, but not less than THREE-HUNDRED MILLION (\$300,000,000.00) DOLLARS.

**AS AND FOR A SIXTH CLAIM: BREACH OF COVENANT OF GOOD FAITH  
& FAIR DEALING (CONSEQUENTIAL DAMAGES)**

(Brought by Plaintiffs on Behalf of Themselves and the Class)

89. Plaintiffs repeat, reiterate and re-allege each and every allegation contained in the preceding paragraphs with the same force and effect as though more fully set forth herein at length.
90. That the plaintiffs and the defendants were parties to an Offering whereby the defendants presented an Offer for the plaintiffs to purchase their apartments at the subject premises.
91. That the defendants had an implied covenant of good faith and fair dealing (“implied covenant” or “covenant”) that the plaintiffs could remain tenants in their apartments if they chose not to purchase.
92. That the defendants had an implied covenant with the plaintiffs that they would not be evicted from their apartments if they chose not to purchase their apartments.
93. That the defendants had an implied covenant with the plaintiffs to offer the plaintiffs continuous lease renewals protected from unconscionable rent increases should the plaintiffs choose not to purchase their apartments.
94. That the defendants breached their implied covenant with the plaintiffs.
95. That the defendants breached their covenant by failing to provide the plaintiffs with a form which would allow the plaintiffs to elect to be Classified as a non-purchasing tenant which would provide the tenants with certain legal protections.

96. That the defendants breached their covenant by failing to proffer the plaintiffs with an automatic lease renewal.
97. That the defendants breached their covenant by failing to proffer the plaintiffs with an automatic lease renewal which are protected from unconscionable rent increases.
98. That the defendants breached their covenant by failing to advise the plaintiffs that they had a right to remain as residents of the subject building as non-purchasing tenants with special protective rights, including the right not to be evicted.
99. That the defendants acted in a manner that deprived the plaintiffs of their rights to receive the contractual benefits under the Offering Plans.
100. That the implied promise by the defendants is not contrary to any express provision in the Offering made by the defendants.
101. That the defendants breach of the implied covenant is not a breach of an express provision in the contract between the plaintiffs and the defendants.
102. That due to the foregoing, the plaintiffs are entitled to consequential damages.
103. That the consequential damages were within the contemplation of the parties as a probable result of the breach at the time of the breach.
104. As a result of defendants' breach of the implied covenant of good faith and fair dealing, the plaintiffs are entitled to consequential damages in the sum of no less than Two-Hundred-Million (\$200,000,000.00) U.S. Dollars, with the precise amount to be determined at the trial of this action.

**AS AND FOR A SEVENTH CLAIM: DECLARATORY JUDGMENT**

(Brought by Plaintiffs on Behalf of Themselves and the Class)

105. Plaintiffs, on behalf of themselves and the Class Members, repeat and re-allege each and every allegation made herein as if fully set forth herein.
106. That the defendants shall be directed to offer the plaintiffs a sixty (60) day opportunity to elect to become non-purchasing tenants as "Eligible Senior Citizens" and "Eligible Disabled Persons" as affirmatively provided in the Offering Plans.
107. That the plaintiffs who do elect to become non-purchasing tenants shall be allowed to return to the apartments they resided in and shall be given all the protections of such status provided for in the Offering Plans as "Eligible Senior Citizens" and/or "Eligible Disabled Persons" including but not limited to lease renewals which are protected from unconscionable rent increases.

**AS AND FOR A EIGHTH CLAIM: RPAPL SEC. 601**

(Brought by Plaintiffs on Behalf of Themselves and the Class)

108. Plaintiffs, on behalf of themselves and the Class Members, repeat and re-allege each and every allegation made herein as if fully set forth herein.
109. That due to the Defendants' wrongful eviction, the plaintiffs lost the use and occupancy of their homes.
110. Due to the foregoing, the plaintiffs are entitled to damages in the sum of no less than Twenty-Million (\$20,000,000.00) Dollars, with the precise amount to be determined at the trial of this action.

**AS AND FOR A NINTH CLAIM: UNCONSCIONABLE RENT INCREASES**

(Brought by Plaintiffs on Behalf of Themselves and the Class)

111. Plaintiffs, on behalf of themselves and the Class Members, repeat and re-allege each and every allegation made herein as if fully set forth herein.
112. Defendants failed to comply with the terms of the Offering Plans, which conferred special contractual rights to the plaintiffs, by failing to proffer the plaintiffs with lease renewals protected from unconscionable rent increases.
113. That by failing to proffer the plaintiffs with lease renewals protected from unconscionable rent increases, the plaintiffs were coerced into paying rents far greater than what the plaintiffs should have been paying.
114. That by failing to proffer the plaintiffs with lease renewals protected from unconscionable rent increases, the plaintiffs were coerced into vacating their homes.
115. That by failing to proffer the plaintiffs with lease renewals protected from unconscionable rent increases, the defendants breached their agreement with the plaintiffs.
116. That by failing to proffer the plaintiffs with lease renewals protected from unconscionable rent increases, the defendants received a windfall.
117. That as a result of said breach, the Plaintiffs, and the other Class members, have been damaged in an amount to be determined at trial, but not less than ONE-HUNDRED MILLION (\$100,000,000.00) DOLLARS.

**PRAYER FOR RELIEF**


WHEREFORE, Plaintiffs, individually and on behalf of themselves and all other members of the Class, pray for relief as follows:

1. Certification of this case as a Class action pursuant to CPLR §§ 901 and 902 for the Class described herein, certification of Plaintiffs as the Class representative, and designation of Plaintiffs' counsel as Class Counsel;
2. An award of damages, according to proof, to be paid by Defendants;
3. Pre-judgment and post-judgment interest, as provided by law;
4. Reasonable attorneys' fees and costs of the action, including expert fees;
5. Appropriate equitable and injunctive relief to remedy Defendants' violations of the Plan, including but not limited to an order enjoining Defendants from continuing its unlawful practices and allowing plaintiffs to return to their homes with protected rights; and
6. An award of punitive damages in an amount to be determined at trial.
7. Such other and further relief as the Court may deem necessary, just and proper.

Dated: November 30, 2015  
New York, NY

HELD & HINES, LLP

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SUPREME COURT OF THE STATE OF NEW YORK  
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behalf, and on behalf of those similarly situated,

Plaintiffs,

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**SUMMONS**

Basis of venue: CPLR §503(a)

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**SUMMONS and COMPLAINT**

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Attorneys for Plaintiffs and Proposed  
Class

-----X  
**Signature (Rule 130-1.1-a)**

  
**MARC HELD, ESQ.**