

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

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SUNDEEP SINGH SUCHDEV, LUCAS SHAPIRO,	: Index No. 518435/2020
SHRUTI PAREKH, JESSICA TURNER, LILI	:
SALMERON, and SANJEEVAN	:
THARMARANTAM,	:
	:
Plaintiffs,	: <u>ANSWER WITH</u>
	: <u>COUNTERCLAIMS</u>
	:
-against-	:
	:
JUDITH GRUNBAUM, MOSHE DEUTSCH,	:
SAMUEL GRUNBAUM, and YHT MANAGEMENT	:
INC.,	:
	:
Defendants.	:
	:
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PLEASE TAKE NOTICE that Defendants JUDITH GRUNBAUM, MOSHE DEUTSCH, SAMUEL GRUNBAUM, and YHT MANAGEMENT INC. (collectively “**Defendant**”), by their attorneys BORAH, GOLDSTEIN, ALTSCHULER, NAHINS & GOIDEL, P.C., appears in this action and answers the allegations in the Complaint, dated September 29, 2020 (the “**Complaint**”) as follows:

1. Defendant denies each and every allegation contained in paragraphs 1, 2, 8-11, 17, 19-30, 33, 34, 37, 38, 41, 42, 45, 48, 51, and 52 of the Complaint.
2. With respect to Paragraph 3 of the Complaint Defendant denies knowledge and information sufficient to form a belief as to the truth of the allegations contained therein.
3. With respect to the allegation contained in paragraphs 16, 18, 32, 36, 40, 44, 47, and 50 of the Complaint, Defendant refers this Court to the documents referenced therein, and otherwise denies the allegations contained therein.
4. With respect to paragraph 31, 35, 39, 43, 46, and 49 of the Complaint, Defendant

repeats and realleges the foregoing paragraphs as if fully set forth herein.

5. With respect to paragraphs 4 and 5 of the Complaint, the allegations call for a legal conclusion and no response is required. To the extent a response is required, Defendant denies each and every allegation contained therein.

6. With respect to paragraphs 6 and 7 of the Complaint, Defendant admits that Plaintiffs SUNDEEP SINGH SUCHDEV (“**Singh**”) and Plaintiff Lucas Shapiro (“**Shapiro**”) are the occupants of the two (2) rooms on the top floor of the building located at 70 South Elliott, Brooklyn, New York 11217 (the “**Building**”) and otherwise denies knowledge and information sufficient to form a belief as to the truth of the allegations contained therein.

7. With respect to paragraph 13 of the Complaint, Defendant admits that Samuel Grunbaum is an agent of Judith Grunbaum and denies the remainder of the allegations contained therein.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

8. The Complaint fails to state a cause of action for which the requested relief may be granted.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

9. There are defenses based on documentary evidence, including, but not limited to, the Stipulation, dated February 24, 2020, executed in the proceeding entitled: Judith Grunbaum v. Lili Yesenia Salmeron, (Civil Court, Kings County, Index No.: L&T 87084/2019) and various submissions and representations made by certain Plaintiffs and other non-parties in the consolidated proceedings entitled Judith Grunbaum v. Jules Skloot, et al. (Civil Court, Kings County, Index Numbers 62648/2013, 62649/2016, 62815/2016, 62816/2016, 62817/2016 and 62945/2016).

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

10. Plaintiff's Complaint is barred by the doctrines of res judicata, estoppel, judicial estoppel, and/or collateral estoppel.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

11. Plaintiff's Complaint is barred by the doctrine of unclean hands.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

12. Plaintiff failed to name a necessary party, Jacob Hodes, who at the time of the commencement of this action was the tenant of record of the Third Floor Back Room (as hereinafter defined).

FACTS COMMON TO ALL COUNTERCLAIMS

13. On March 10, 2014, Plaintiffs Singh and Shapiro, together with Jacob Hodes, Heidi Chua, David Suarez, Jules Skloot and Yashna Padamsee (collectively "**Tenants**") submitted an application to the New York State Division of Housing and Community Renewal ("**DHCR**") seeking a determination that they were the rent stabilized tenants of six (6) Single Room Occupancy ("**SRO**") Units in the Building located at 70 South Elliott Place, Brooklyn, New York ("**Premises**" or "**Building**") as follows:

<u>"Applicant"</u>	<u>"SRO Unit"</u>
Yashna Padamsee (" Padamsee ")	First Floor Front
Jules Skloot a/k/a Julia Skloot (" Skloot ")	First Floor Back
Heidi Chua (" Chua ")	Third Floor Front (with alcove)
Jacob Hodes (" Hodes ")	Third Floor Back
Lucas Shapiro & David Suarez (" Suarez ")	Fourth Floor Front (with storage room)
Sundeep Singh Suchdev a/k/a Sonny Singh (" Singh ")	Fourth Floor Back (with storage room)

14. Upon information and belief, Suarez vacated the Building in or about late 2014.

15. Defendant Judith Grunbaum ("**Owner**") purchased the Premises in September 2015.

16. With the exception of use and occupancy payments made by Plaintiff Salmeron (“**Salmeron**”) from March 2020 through August 2020 pursuant to a Court Ordered Stipulation, Defendants have never accepted rent or use and occupancy from Plaintiffs, or any other persons, for the Premises.

17. In 2016, Judith Grunbaum commenced holdover proceedings against each of the remaining six (6) Tenants, seeking to recover their respective rooms for her own personal use (“**Owner’s Use Holdovers**”).

18. The Tenants, represented by counsel, appeared and interposed answers.

19. The Owner’s Use Holdovers were consolidated for joint resolution.

20. In 2017, DHCR issued an Order granting Tenants’ application, determined the Tenants to be the rent stabilized SRO tenants of their respective rooms and set the legal rent for each room, as follows:

<u>“Applicant”</u>	<u>“SRO Unit”</u>	<u>Legal Rent</u>
Yashna Padamsee	First Floor Front	\$300.00/month
Jules Skloot a/k/a Julia Skloot	First Floor Back	\$270.00/month
Heidi Chua	Third Floor Front (with alcove)	\$300.00/month
Jacob Hodes	Third Floor Back	\$300.00/month
Lucas Shapiro & David Suarez	Fourth Floor Front (with storage room)	\$300.00/month
Sundeeep Singh Suchdev a/k/a Sonny Singh	Fourth Floor Back (with storage room)	\$300.00/month

21. In June 2018, pursuant to a settlement of an HP Proceeding (Kings County Civil Court, Index Number HP 6229/2017, *Jacob Hodes, et. al. v. Judith Grunbaum*), Owner waived rent and use and occupancy claims as against all occupants of the Premises for the months of December 2017 through July 2018.

22. In June 2019, New York State enacted the HSTPA, which precludes an owner

from recovering more than one rent stabilized unit within a building for their own personal use.

23. Therefore, the Tenants moved to dismiss the Owners' Use Holdovers on the grounds that the underlying cause of action no longer existed.

24. The Owner cross-moved to discontinue without prejudice.

25. Defendants discovered that although none of the Tenants, save Suarez, had surrendered possession of their rooms, only Singh and Shapiro remained in occupancy of their SRO rooms (fourth floor front and back rooms).

26. The other rooms in the Building were being occupied by other persons without Owner's permission or consent.

27. These occupants were either placed into possession by the erstwhile Tenants of the respective rooms or by Shapiro and Singh.

28. In 2019, Defendants learned that Padamsee was no longer occupying the First Floor Front Room, but that she, Shapiro or Singh had permitted Salmeron to occupy the First Floor Front Room.

29. Owner served Salmeron a Notice to Quit, and, after she failed to vacate, Owner commenced a holdover proceeding seeking possession from Salmeron, entitled Judith Grunbaum v. Lili Yesenia Salmeron, (Civil Court, Kings County, Index No.: L&T 87084/2019).

30. On February 24, 2020, Salmeron executed a stipulation, allocuted to her by the Housing Court, wherein she consented to a final judgment of possession and issuance of a warrant of eviction and agreed to vacate the First Floor Front Room by August 31, 2020.

31. Salmeron failed to vacate on or before August 31, 2020.

32. However, due to the eviction moratorium in place as a result of the COVID-19 pandemic, Owner was unable to execute the warrant of eviction it obtained pursuant to the

stipulation.

33. In June 2020, the Housing Court granted Defendant leave to discontinue the Owner's Use Holdovers as moot.

34. At the time the Owners' Use Holdovers were discontinued, none of the Tenants (except Suarez) had surrendered possession of their SRO units to Owner.

35. On or about August 31, 2020 Defendant offered rent stabilized leases to Singh, Shapiro, Hodes, Chua and Skloot.

36. On September 1, 2020, an unknown female, who had been occupying the Third Floor Front Room (of which Chua is the tenant of record) for several months, was observed by Defendants leaving the room and the Building with suitcases.

37. No one slept in the Third Floor Front Room that night.

38. On September 2, 2020, Defendants went to the Building and secured the room by installing a lock on the door.

39. On September 11, 2020, Plaintiff Jess Turner ("**Turner**") destroyed the lock to the Third Floor Front Room that had been installed by Defendants, and intentionally trespassed into the room without Defendants' permission and/or consent.

40. From September 11, 2020 until October 31, 2020, Plaintiffs Parekh and Singh intentionally trespassed in the Third Floor Front Room by entering and remaining therein without Defendants' permission and/or consent.

41. Plaintiffs Singh and Shapiro rejected the leases offered by Defendants.

42. Non-parties Hodes, Chua and Skloot did not respond to the leases offered by Defendants. Therefore, on September 29, 2020, Defendants served each of them with a Notice of Termination, terminating their respective tenancies based upon their failure to utilize their

respective rooms as their primary residences.

43. On September 29, 2020, Chua, Skloot and Padamsee each sent an email to Defendant surrendering their respective rooms.

44. On October 27, 2020, Defendant served Plaintiffs Parekh and Turner with Notices to Quit, terminating their rights, if any, to occupy the Third Floor Front Room and First Floor Back Room, respectively.

45. Without Owner's permission, Parekh and Turner continue in occupancy of the Third Floor Front Room and First Floor Back Room, respectively, after expiration of the Notice to Quit.

AS AND FOR DEFENDANTS' FIRST COUNTERCLAIM
(Declaratory Judgment-As against all Plaintiffs)

46. Defendants repeat and reiterate the above stated allegations as if fully set forth hereinafter.

47. Plaintiffs collectively assert tenancy rights to six (6) SRO units within the Premises.

48. DHCR has already determined that only Shapiro and Singh are tenants of SRO units at the Premises.

49. The remaining Plaintiffs are asserting independent tenancy rights to SRO units at the Premises.

50. Defendants dispute that any Plaintiffs other than Shapiro and Singh are tenants of the Premises.

51. Additionally, Plaintiffs assert rights with respect to the common areas of the Premises, including, but not limited to, the right to exclusive control of the common areas.

52. Defendants, comprising of the Owner of the Premises and her agents, have an

absolute right to access the common areas of the Premises without limitation.

53. There now exists a justiciable controversy for which Defendants have no adequate remedy at law.

54. Defendants request judgment declaring the parties' rights and legal relations with respect to one another, the common areas and individual SRO units within the Premises.

AS AND FOR DEFENDANTS' SECOND COUNTERCLAIM
(Damages for Trespass from Turner, Parekh and Singh)

55. Defendants repeat and reiterate the above stated allegations as if fully set forth hereinafter.

56. On September 2, 2020, Defendants secured vacant possession of Third Floor Front Room on behalf of the absent tenant of record, Heidi Chua.

57. On September 11, 2020, Plaintiff Turner removed the lock installed by Defendants to secure the entry door of the Third Floor Front Room and thereafter trespassed into said room.

58. Thereafter, Plaintiffs Singh and Parekh also trespassed into the Third Floor Front Room and began sleeping therein.

59. On September 29, 2020, Chua surrendered possession of the Third Floor Front Room to Defendants.

60. Plaintiffs, collectively, continue to deprive Defendants of their right to access the Third Floor Front Room.

61. As a result of the foregoing, Defendants are entitled to damages from the trespassing Plaintiffs in an amount to be determined at, but believed to be not less than the fair market value of the Third Floor Front Room from the inception of the trespass through and including the date that Defendants are provided unfettered access to and possession of the Third

Floor Front Room.

AS AND FOR DEFENDANTS' THIRD COUNTERCLAIM
(Declaratory Judgment and Ejectment as to Parekh)

62. Defendants repeat and reiterate the above stated allegations as if fully set forth hereinafter.

63. Upon information and belief, Parekh claims possession of the Third Floor Front Room pursuant to a license from Chua.

64. Heidi Chua surrendered the Third Floor Front Room to Defendants on September 29, 2020.

65. In October 2020, Defendants served Parekh with a Notice to Quit.

66. The Notice to Quit required that Parekh vacate and surrender possession of the Third Floor Front Room no later than November 10, 2020.

67. Parekh failed to vacate and surrender possession of said premises.

68. Parekh disputes her status as a licensee and the termination of her rights to occupy the Third Floor Front Room.

69. As a result, there exists a justiciable controversy, for which Defendants lack a remedy at law.

70. Defendants request judgment declaring the parties' rights with respect to the Third Floor Front Room, and upon declaring such rights, issuing a judgment of ejectment directing the Sheriff or Marshal of the City of New York to eject Parekh therefrom.

AS AND FOR DEFENDANTS' FOURTH COUNTERCLAIM
(Declaratory Judgment and Ejectment as to Turner)

71. Defendants repeat and reiterate the above stated allegations as if fully set forth hereinafter.

72. Upon information and belief, Turner claims possession of the First Floor Back Room pursuant to a license from Jules Skloot.

73. Jules Skloot surrendered the Third Floor Front Room to Defendants on September 29, 2020.

74. In October 2020, Defendants served Turner with a Notice to Quit.

75. The Notice to Quit required that Turner vacate and surrender possession of the First Floor Back Room no later than November 10, 2020.

76. Turner failed to vacate and surrender possession of said premises.

77. Turner disputes her status as a licensee and the termination of her rights to occupy the First Floor Back Room.

78. As a result, there exists a justiciable controversy, for which Defendants lack a remedy at law.

79. Defendants request judgment declaring the parties' rights with respect to the First Floor Back Room, and upon declaring such rights, issuing a judgment of ejectment directing the Sheriff or Marshal of the City of New York to eject Turner therefrom.

AS AND FOR DEFENDANTS' FIFTH COUNTERCLAIM
(Declaratory Judgment and Ejectment as to Tharmarantam)

80. Defendants repeat and reiterate the above stated allegations as if fully set forth hereinafter.

81. Upon information and belief, Plaintiff Tharmarantam occupies the Third Floor Back Room pursuant to a license from Hodes.

82. Hodes' tenancy was terminated as of October 31, 2020 pursuant to a Termination Notice dated September 29, 2020.

83. Hodes failed to surrender possession upon expiration of the Termination Notice.

84. Tharmarantam, a licensee of Hodes, remains in actual possession of Hodes' room, without Owner's permission.

85. Tharmarantam disputes the termination of his rights to occupy the Third Floor Back Room.

86. As a result, there exists a justiciable controversy, for which Defendants lack a remedy at law.

87. Defendants request judgment declaring the parties' rights with respect to the Third Floor Back Room, and upon declaring issuing a judgment of ejectment directing the Sheriff or Marshal of the City of New York to eject Tharmarantam therefrom.

AS AND FOR DEFENDANTS' SIXTH COUNTERCLAIM
(Damages for Unlawful Detainer from Singh, Parekh and Turner)

88. Defendants repeat and reiterate the above stated allegations as if fully set forth hereinafter.

89. Upon the vacatur of the unauthorized occupant from the Third Floor Front Room from the Premises on September 1, 2020, Defendants were entitled to secure possession of said room on behalf of the erstwhile tenant, Heidi Chua.

90. On September 2, 2020 Defendants secured possession of the vacant Third Floor Front Room at the Premises.

91. On September 11, 2020 Plaintiff Turner forcibly entered the Third Floor Front Room by breaking the lock which secured the entry door to said room.

92. Thereafter, Plaintiffs Singh and Parekh have occupied said room and have forcefully prevented Defendants from returning to possession of said room.

93. On September 29, 2020, Chua notified Defendants that she was no longer occupying the Third Floor Front Room and had no intention to return to possession of the Third

Floor Front Room.

94. Defendants request judgment in an amount equal to the fair market value of the room from which Defendants have been unlawfully deprived of possession, to be determined at trial but no less than \$65.00 per day, for each day from September 11, 2020 until possession of said room is returned to Defendants, plus treble damages.

AS AND FOR DEFENDANTS' SEVENTH COUNTERCLAIM
(Damages for Unlawful Detainer from All Plaintiffs)

95. Defendants repeat and reiterate the above stated allegations as if fully set forth hereinafter.

96. Defendants, collectively as Owner and her agents, have a right to access the common areas of the Premises.

97. Defendants have been unlawfully prevented from accessing the common areas by Plaintiffs.

98. Plaintiffs have repeatedly locked the door to the Premises utilizing a lock that Defendants have not been provided a key for, despite repeated demands from Defendants that they be provided a key. Said conduct has occurred at least four (4) times, including, but not limited to, on June 11, 2020, June 16, 2020, June 22, 2020 and September 29, 2020.

99. Plaintiffs have frequently confronted Defendants in an aggressive manner in attempt to prevent Defendants from accessing the common areas of the Premises.

100. On at least one occasion, Plaintiff Singh barred Judith Grunbaum from entering the Premises by closing the door while she was in the doorway, physically expelling her from the Premises.

101. Plaintiffs have intentionally left materials in the common areas which they believe would be offensive to Defendants based upon Defendants' religion.

102. Plaintiffs have engaged various non-parties to forcefully prevent Defendants from entering the Premises.

103. Plaintiffs have misrepresented facts to the New York City Police Department to cause them to prevent Defendants from entering the Premises, under threat of arrest.

104. Plaintiffs have misrepresented facts to other governmental agencies, including, but not limited to, the Attorney General's Office, the New York City Law Department and the Mayor's Office in effort to intimidate Defendants and prevent Defendants from accessing the Premises.

105. Upon information and belief, Plaintiffs have given out Defendants' personal information, including phone numbers, to non-parties for the purposes of having such non-parties harass and intimidate Defendants and prevent them from entering the Premises.

106. Defendants request damages from Plaintiffs for their unlawful detainer(s) from the common areas in an amount to be determined at trial, for each and every instance in which Defendants were prevented from accessing the Premises, plus treble damages.

AS AND FOR DEFENDANTS' EIGHTH COUNTERCLAIM
(Rent from Shapiro)

107. Defendants repeat and reiterate the above stated allegations as if fully set forth hereinafter.

108. At the time Defendant purchased the Premises, Plaintiff Shapiro was occupying the Fourth Floor Front Room in the Premises.

109. Shapiro have never paid rent to Defendants for his use of said room.

110. The DHCR has determined that the monthly rent for the Fourth Floor Front Room is \$300.00 per month.

111. Based upon the foregoing calculations, Shapiro owes Owner \$16,500.00,

representing \$300.00 per month from September 2015 through November 2017 and August 2018 through November 2020.

112. Defendant demands judgment against Shapiro in the amount of \$16,500.00, plus interest from the reasonable intermediate date of April 1, 2018, as well as an Order directing Shapiro to pay Defendants \$300.00 per month, *pendente lite*, beginning December 1, 2020.

AS AND FOR DEFENDANTS' NINTH COUNTERCLAIM

(Rent from Singh)

113. Defendants repeat and reiterate the above stated allegations as if fully set forth hereinafter.

114. At the time Defendant purchased the Building, Plaintiff Singh was occupying the Fourth Floor Back Room in the Premises.

115. Singh has never paid rent to Defendants for his use of said room.

116. The DHCR has determined that the monthly rent for the Fourth Floor Back Room is \$300.00 per month.

117. Based upon the foregoing calculations, Singh owes Owner \$16,500.00, representing \$300.00 per month from September 2015 through November 2017 and August 2018 through November 2020.

118. Defendants demand judgment against Singh in the amount of \$16,500.00, plus interest from the reasonable intermediate date of April 1, 2018, as well as an Order directing Singh to pay Defendants \$300.00 per month, *pendente lite*, beginning December 1, 2020

AS AND FOR DEFENDANTS' TENTH COUNTERCLAIM

(Use and Occupancy from Parekh)

119. Defendants repeat and reiterate the above stated allegations as if fully set forth hereinafter.

120. Upon information and belief, Parekh claims she has occupied the Third Floor Front Room since January 2016.

121. Parekh has never paid rent or use and occupancy to Owner for use of said room.

122. Parekh owes Owner fair market use and occupancy for said room, in an amount to be determined by the Court, but believed to be no less than \$1,950.00 per month, for the months of January 2016 through November 2017 and August 2018 through November 2020.

123. Defendants demand judgment against Parekh for the fair market value of use and occupancy for the months of January 2016 through November 2017 and August 2018 through November 2020 in an amount to be determined by the Court, but believed to be no less than \$1,950.00 per month, for a total of \$99,450.00, plus interest from the reasonable intermediate date of June 1, 2018, as well as an Order directing Parekh to pay use and occupancy at a rate of not less than \$1,950.00 per month, *pendente lite*, commencing December 1, 2020, until such a date as possession of the room is returned to Defendants.

AS AND FOR DEFENDANTS' ELEVENTH COUNTERCLAIM
(Use and Occupancy from Tharmarantam)

124. Defendants repeat and reiterate the above stated allegations as if fully set forth hereinafter.

125. Plaintiffs allege that Tharmarantam has occupied the Third Floor Back Room in the Premises since September 2017.

126. Tharmarantam has never paid rent or use and occupancy to Owner for use of said room.

127. Tharmarantam owes Owner fair market use and occupancy for said room, in an amount to be determined by the Court, but believed to be no less than \$1,950.00 per month, for the months of September 2017 through November 2017 and August 2018 through November

2020.

128. Defendants demand judgment against Tharmarantam for the fair market value of use and occupancy for the months of September 2017 through November 2017 and August 2018 through November 2020 in an amount to be determined by the Court, but believed to be no less than \$1,950.00 per month, for a total of \$60,450.00, plus interest from the reasonable intermediate date of January 1, 2020 as well as an Order directing Tharmarantam to pay use and occupancy at a rate of not less than \$1,950.00 per month, *pendente lite*, commencing December 1, 2020, until such a date as possession of the room is returned to Defendants.

AS AND FOR DEFENDANTS' TWELFTH COUNTERCLAIM

(Use and Occupancy from Turner)

129. Defendants repeat and reiterate the above stated allegations as if fully set forth hereinafter.

130. Turner claims she has occupied the Ground Floor in the Premises since December 2019.

131. Turner has never paid rent or use and occupancy to Owner for use of said room.

132. Turner owes Owner fair market use and occupancy for said room, in an amount to be determined by the Court, but believed to be no less than \$1,950.00 per month, for the months of December 2019 through November 2020.

133. Defendants demand judgment against Turner for the fair market value of use and occupancy for the months of December 2019 through November 2020 in an amount to be determined by the Court, but believed to be no less than \$1,950.00 per month, for a total of \$23,400.00, as well as an Order directing Turner to pay use and occupancy at a rate of not less than \$1,950.00 per month, *pendente lite*, commencing December 1, 2020, until such a date as possession of the room is returned to Defendants.

AS AND FOR DEFENDANTS' THIRTEENTH COUNTERCLAIM
(Use and Occupancy from Salmeron)

134. Defendants repeat and reiterate the above stated allegations as if fully set forth hereinafter.

135. Salmeron claims she has occupied a room in the Premises since February 2018.

136. With the exception of use and occupancy paid pursuant to a Court-ordered stipulation for the months of March 2020 through August 2020, Salmeron has never paid rent or use and occupancy to Owner for use of said room.

137. Salmeron owes Owner fair market use and occupancy, in an amount to be determined by the Court, but believed to be no less than \$1,950.00 per month, for the months of August 2018 through January 2020 and August 2020 through November 2020.

138. Defendants demand judgment against Salmeron for the fair market value of use and occupancy for the months of August 2018 through January 2020 and August 2020 through November 2020 in an amount to be determined by the Court, but believed to be no less than \$1,950.00 per month, for a total of \$40,950.00, plus interest from the reasonable intermediate date of June 1, 2019, as well as an Order directing Salmaron to pay use and occupancy at a rate of not less than \$1,950.00 per month, *pendente lite*, commencing December 1, 2020, until such a date as possession of the room is returned to Defendants.

WHEREFORE, Defendants demand judgment dismissing the Complaint in its entirety, and judgment on their counterclaims as follows:

- (a) On the First Counterclaim, judgment declaring the parties' rights and legal relationships with respect to each other and the Premises:
- (b) On the Second Counterclaim, damages for trespass against Turner, Parekh and Singh in an amount to be determined at trial;

- (c) On the Third Counterclaim, judgment declaring Defendants' rights as relates to Parekh and upon such determination, awarding possession of the Third Floor Front Room to Defendants and issuing a judgment of ejectment to remove Parekh therefrom;
- (d) On the Fourth Counterclaim, judgment declaring Defendants' rights as relates to Turner and upon such determination, awarding possession of the First Floor Back Room to Defendants and issuing a judgment of ejectment to remove Turner therefrom;
- (e) On the Fifth Counterclaim, judgment declaring Defendants' rights as relates to Tharmarantam and upon such determination, awarding possession of the Third Floor Back Room to Defendants and issuing a judgment of ejectment to remove Tharmarantam therefrom;
- (f) On the Sixth Counterclaim, damages from Parekh, Singh and Turner for their unlawful detainer of Defendants from the Third Floor Front Room, in an amount to be determined at trial, but believed to be no less than \$65.00 per day from September 11, 2020, plus treble damages and interest;
- (g) On the Seventh Counterclaim, damages from Plaintiffs for their unlawful detainer of Defendants from the Premises, in an amount to be determined at trial, plus treble damages and interest,
- (h) On the Eighth Counterclaim,
 - a. A money judgment for unpaid rent against Shapiro in the amount of \$16,500.00, plus interest from the reasonable intermediate date of April 1, 2018; and
 - b. An Order directing Shapiro to pay rent of \$300.00 per month, for each month commencing December 1, 2020, *pendente lite*.
- (i) On the Ninth Counterclaim:
 - a. A money judgment for unpaid rent against Singh in the amount of \$16,500.00, plus interest from the reasonable intermediate date of April 1, 2018; and

- b. An Order directing Singh to pay rent of \$300.00 per month, for each month commencing December 1, 2020, *pendente lite*.

(j) On the Tenth Counterclaim:

- a. A money judgment for the fair market use and occupancy for the use of the Third Floor Front Room against Parekh in an amount to be determined by the Court, but believed to be no less than \$99,450.00 plus interest from the reasonable intermediate date of June 1, 2018; and
- b. An order directing Parekh to pay fair market use and occupancy in an amount to be determined at trial, but believed to be no less than \$1,950.00 per month, commencing December 1, 2020 and continuing each month thereafter, until vacant possession of the Third Floor Front Room is returned to Defendants.

(k) On the Eleventh Counterclaim:

- a. A money judgment for the fair market use and occupancy for the use of the Third Floor Back Room against Tharmarantam in an amount to be determined by the Court, but believed to be no less than \$60,450.00 plus interest from the reasonable intermediate date of January 1, 2020; and
- b. An order directing Tharmarantam to pay fair market use and occupancy in an amount to be determined at trial, but believed to be no less than \$1,950.00 per month, commencing December 1, 2020 and continuing each month thereafter, until vacant possession of the Third Floor Back Room is returned to Defendants.

(l) On the Twelfth Counterclaim:

- a. A money judgment for the fair market use and occupancy for the use of the First Floor Back Room against Turner in an amount to be determined by the Court, but believed to be no less than \$23,400.00; and
- b. An order directing Turner to pay fair market use and occupancy in an amount to be determined at trial, but believed to be no less than \$1,950.00 per month,

commencing December 1, 2020 and continuing each month thereafter, until vacant possession of the First Floor Back Room is returned to Defendants.

(m) On the Thirteenth Counterclaim:

- a. A money judgment for the fair market use and occupancy for the use of the First Floor Front Room against Salmeron in an amount to be determined by the Court, but believed to be no less than \$40,950.00, plus interest from the reasonable intermediate date of June 1, 2019; and
- b. An order directing Salmeron to pay fair market use and occupancy in an amount to be determined at trial, but believed to be no less than \$1,950.00 per month, commencing December 1, 2020 and continuing each month thereafter, until vacant possession of the Third Floor Front Room is returned to Defendants.

(n) Granting Plaintiff such other and further relief as this Court deems just and proper under the circumstances along with costs, disbursements and interest.

Dated: New York, New York
November 30, 2020

Yours, etc.,

BORAH, GOLDSTEIN, ALTSCHULER,
NAHINS, & GOIDEL, P.C.

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