

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

J. B. INTERNATIONAL, LLC,

Plaintiff,

- against -

MANHATTAN BUYERS, INC.; ARTHUR J.
ABRAMS; ALBERT A. JONAH; SEVERN REALTY
PARTNERS L.P.; 576 FIFTH MASTER TENANT LLC;
and KENT SECURITY OF NEW YORK, INC.

Defendants,

Index No.

Plaintiff(s) designates
New York County as the place of trial

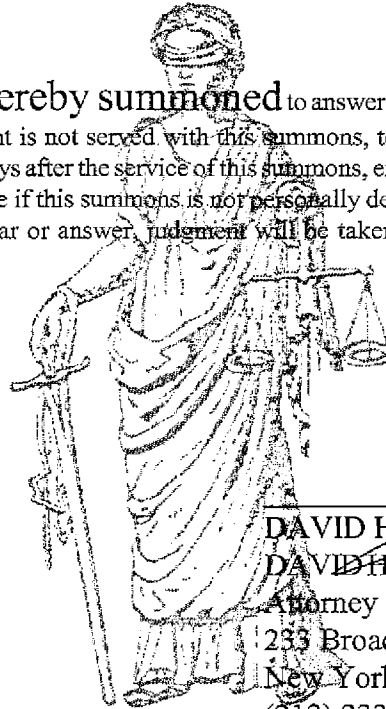
The basis of the venue is
Plaintiff's Place of Business

Summons

Plaintiff(s) reside(s) at
576 Fifth Avenue, Suite 301
New York, New York 10036
County of New York

To the above named Defendant(s)

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 Plaintiff's 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 herein.



Dated: March 8, 2018

Defendants' Addresses:
See Attached List



DAVID H. SINGER, ESQ.
DAVID H. SINGER & ASSOCIATES LLP
Attorney for Plaintiff
233 Broadway, Suite 810
New York, New York 10279
(212) 233-8800

Notice: The nature of this action is See Verified Complaint

The relief sought is See Verified Complaint

Upon your failure to appear, judgment will be taken against you by default for the sum of See Verified Complaint with interest from See Verified Complaint, and the costs of this action.

Filed On _____

Service List:

MANHATTAN BUYERS, INC
576 Fifth Avenue, Suite 600
New York, New York 10036

ARTHUR J. ABRAMS
576 Fifth Avenue, Suite 600
New York, New York 10036

ALBERT A. JONAH
576 Fifth Avenue, Suite 600
New York, New York 10036

SEVERN REALTY PARTNERS L.P.
C/O SEVERN REALTY HOLDING, LLC.
445 Park Avenue, 9th Floor
New York, New York 10022

576 FIFTH MASTER TENANT LLC
280 Park Avenue, 4th Floor East
New York, New York 10017

KENT SECURITY OF NEW YORK, INC
Secretary of State of the State of New York
Division of Corporations
41 State St., 2nd Floor
Albany, N. Y. 12231

SUPREME COURT OF THE STATE OF NEW YORK
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J. ABRAMS; ALBERT A. JONAH;
SEVERN REALTY PARTNERS L.P.; 576
FIFTH MASTER TENANT LLC; and KENT
SECURITY OF NEW YORK, INC.,

Defendants.

VERIFIED COMPLAINT

The plaintiff, J. B. INTERNATIONAL, LLC, by its attorneys, David H. Singer & Associates LLP, complaining of the defendants, alleges as follows:

1. Plaintiff, J. B. INTERNATIONAL, LLC ("JBI"), is in the business of buying and selling diamonds, gold jewelry, watches and other jewelry for retail and wholesale at 576 Fifth Avenue, Suite 301, New York, New York 10036.

2. Defendant MANHATTAN BUYERS, INC. ("MBI"), is in the business of buying and selling diamonds, gold jewelry, watches and other jewelry at 576 Fifth Avenue, Suite 600, New York, New York 10036.

3. Upon information and belief, defendant ARTHUR J. ABRAMS ("Abrams") is an individual who is the President and part owner of MBI, and maintains an office at 576 Fifth Avenue, Suite 600, New York, New York 10036.

4. Upon information and belief, defendant ALBERT A. JONAH ("Jonah"), is an individual who is an officer and part owner of MBI, and maintains an office at 576 Fifth Avenue, Suite 600, New York, New York 10036.

5. Upon information and belief, defendant SEVERN REALTY PARTNERS L.P. ("Severn"), is a domestic limited partnership, which owns and operates the real property known as 576 Fifth Avenue, New York, New York 10036 (the "Building"), and maintains an office at c/o Severn Realty Holding, LLC, at 445 Park Avenue, 9th Floor, New York, New York 10022.

6. Upon information and belief, defendant 576 FIFTH MASTER TENANT LLC ("FMT") is a Delaware limited liability company, with offices at 280 Park Avenue, 4th Floor East, New York, New York 10017, and the Building's managing agent.

7. Upon information and belief, defendant KENT SECURITY OF NEW YORK, INC. ("KSNY") is a domestic corporation and provider of security guard or "watchmen" services at and for the Building.

BACKGROUND INFORMATION

8. JBI rents Suite 301 in the Building from Severn.

9. The Building is located in Manhattan's "Diamond District" and most of its tenants are engaged in the jewelry business.

10. Upon information and belief, Severn hired KSNY to provide security services to the building for the protection of the tenants.

11. Upon information and belief, KSNY hired Wilfred Martinez a/k/a Wilfredo Martinez as a security guard and assigned him to work at the Building.

12. JBI relied upon Severn and KSNY to provide a safe and secure working environment for JBI's business.

13. Severn and KSNY know that their tenants are in the jewelry business, and therefore require enhanced security measures, due to the unusually high value and easy portability of the goods they sell.

14. On or about November 24, 2015, an unknown employee of JBI inadvertently discarded over \$4.5 million worth of diamonds, including one 10.11 carat oval-shaped diamond worth approximately \$1,465,950.

15. JBI first discovered that these diamonds were missing on December 1, 2015.

16. On or about December 10, 2015, it was discovered that a KSNY security guard by the name of Wilfred Martinez may have found the diamonds in the trash.

17. JBI later learned that Martinez sold the 10.11 carat diamond to MBI for under \$70,000.00, which then cut it down to a 9.0 carat diamond.

18. This reduced the diamond's value substantially, to \$80,000 per carat, for a total loss of approximately \$745,950.

19. As a dealers and buyers of fine jewelry, MBI, and its principals, Abrams and Jonah, knew or should have known that the 10.11 carat diamond had been stolen.

20. Abrams's and Jonah's immediate alteration of the diamond suggests they knew or believed it was a stolen good, and altered it to conceal its true provenance.

21. Abrams and Jonah acted in their capacity as officers and shareholders of MBI in the conversion this stolen diamond, and concealment of its provenance.

AS AND FOR A FIRST CAUSE OF ACTION

22. Plaintiff repeats, reiterates and re-alleges each and every allegation contained in paragraphs "1" through "21" as if fully set forth herein.

23. MBI, Abrams and Jonah vandalized, mutilated and destroyed a 10.11 carat oval diamond belonging to JBI, without the authority, permission or consent of its true owner.

24. MBI, Abrams and Jonah purchased the 10.11 carat diamond with full knowledge that the diamond was stolen and that the seller, Wilfred Martinez, was not and could not have been the diamond's rightful owner.

25. MBI, Abrams and Jonah vandalized, mutilated and destroyed the 10.11 carat diamond in an attempt to conceal that it was stolen.

26. Because of their wrongful acts, MBI, Abrams and Jonah damaged property belonging to JBI in the amount of \$745,950, and therefore JBI demands judgment against MBI, Abrams and Jonah for damages in the amount of \$745,950, and punitive damages in the amount of \$2,000,000.

AS AND FOR A SECOND CAUSE OF ACTION

27. Plaintiff repeats, reiterates and re-alleges each and every allegation contained in paragraphs "1" through "26" as if fully set forth herein.

28. Severn hired FMT to manage the Building.

29. Severn and FMT hired KSNY to provide security services for the Building.

30. KSNY hired Wilfred Martinez to provide security guard services to protect the tenants in the Building without investigating his criminal history, or properly vetting him.

31. Severn, FMT and KSNY failed to hire a security guard of sound moral character.

32. Severn, FMT and KSNY knew that the majority of tenants located in the Building, are in the jewelry business and require added security protection do to the nature of their business.

33. Severn, FMT and KSNY failed to exercise reasonable care in hiring security guards to protect the Building's tenant occupants.

34. Because of the wrongful acts of Severn, FMT and KSNY in hiring Martinez, JBI has been damaged in the amount of \$745,950, and demands judgment against Severn, FMT and KSNY in th amount of \$745,950.

AS AND FOR A THIRD CAUSE OF ACTION

35. Plaintiff repeats, reiterates and re-alleges each and every allegation contained in paragraphs "1" through "34" as if fully set forth herein.

36. MBI, Abrams and Jonah conspired to steal JBI's 10.11 carat oval diamond.

37. To conceal their criminal conduct, MBI, Abrams and Jonah conspired to purchase the stolen 10.11 carat diamond while knowing that it was stolen, and then alter, vandalize, mutilate and change its appearance by re-cutting it to 9.0 carats, thereby reducing its value by \$745,950.

38. MBI, Abrams and Jonah knew that their conspiracy was illegal, their acts were intentional and would result in damages to JBI, in excess of \$745,950.

39. Because of MBI, Abrams and Jonah's intentional, wrongful acts, JBI demands damages in the amount of \$745,950, and punitive damages in the amount of \$2,000,000.

WHEREFORE, JBI demands judgment against the defendants as follows:

1. On the First Cause of Action, damages in the amount of \$745,950.00, and punitive damages in the amount of \$2,000,000.00.
2. On the Second Cause of Action, damages in the amount of \$745,950.00.
3. On the Third Cause of Action, damages in the amount of \$745,950.00, and punitive damages in the amount of \$2,000,000.00, together with the costs and disbursements of this action and legal fees with interest from December 10, 2015.

**Dated: New York, New York
March 8, 2018**

Yours, etc.,



DAVID H. SINGER, ESQ.
DAVID H. SINGER & ASSOCIATES LLP
Attorneys for Plaintiff
233 Broadway, Suite 810
New York, New York 10279
(212) 233-8800