

EXHIBIT Q

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

JUDITH GRUNBAUM,

Plaintiff,

-against-

LUCAS SHAPIRO; JULES SKLOOT A/K/A JULIA
SKLOOT; SUNDEEP SINGH SUCHDEV A/K/A SONNY
SINGH; SANJEEVAN THARMARATNAM; SHRUTI
PAREKH; HEIDI FRITZIE BUMBY CHUA; JACOB
HODES; YASHNA MAYA PADAMSEE; "JOHN DOE 1-
3"; AND "JANE DOE 1-3",

Defendants.

X
: Index No.: _____/2020
:
: Date Filed: 09/01/2020
:
: **SUMMONS**
:
: Plaintiff designates Kings
: County as the place of trial.
:
: The basis of venue is the
: location of the property at
: issue.
:
:
X

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the attached 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 undersigned within 20 days after the service of this summons, exclusive of the day of service (or within 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: New York, New York
September 1, 2020

ROSENBERG & ESTIS, P.C.
Attorneys for Plaintiff

/s/ Jason R. Davidson
By: _____
Jason R. Davidson
733 Third Avenue
New York, New York 10017
(212) 867-6000

TO: Defendants' Addresses:

Lucas Shapiro
70 South Elliott Place
Room 4th Floor Front
Brooklyn, New York 11217

Julia Skloot
aka Jules Skloot
70 South Elliott Place
Room 1st Floor Rear
Brooklyn, New York 1121

Sundeep Singh Suchdev
aka Sonny Singh
70 South Elliott Place
Room 4th Floor Rear
Brooklyn, New York 11217

Sanjeevan Tharmaratnam
70 South Elliott Place
Room 3rd Floor Rear
Brooklyn, New York 11217

Shruti Parekh
3028 Military Avenue
Los Angeles, California 90034

Heidi Fritzie Bumby Chau
81 4th Street
Apartment 1
South Orange, New Jersey 07079

Jacob Hodes
396 Park Place
Apartment 3
Brooklyn, New York 11238

Yashna Maya Padamsee
4981 Fairfax Avenue
Oakland, California 94601

John Doe 1-3
70 South Elliott Place
Brooklyn, New York 11217

Jane Doe 1-3
70 South Elliott Place
Brooklyn, New York 11217

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

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JUDITH GRUNBAUM,

Plaintiff,

-against-

LUCAS SHAPIRO; JULES SKLOOT A/K/A JULIA
SKLOOT; SUNDEEP SINGH SUCHDEV A/K/A SONNY
SINGH; SANJEEVAN THARMARATNAM; SHRUTI
PAREKH; HEIDI FRITZIE BUMBY CHUA; JACOB
HODES; YASHNA MAYA PADAMSEE; "JOHN DOE 1-
3"; AND "JANE DOE 1-3",

Defendants.
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Index No.: _____/2020

VERIFIED COMPLAINT

Plaintiff Judith Grunbaum ("Plaintiff"), by her attorneys, Rosenberg & Estis, P.C., for her complaint herein, alleges:

THE PARTIES

1. Plaintiff is the owner and landlord of the building known as and located at 70 South Elliott Place, Brooklyn, New York 11217 (the "Building").
2. Upon information and belief, defendant Lucas Shapiro ("Shapiro") is the tenant of the room known as "Fourth Floor Front" in the Building ("Room 4 Front").
3. Upon information and belief, defendant Jules Skloot a/k/a Julia Skloot ("Skloot") is the tenant of the room known as "First Floor Back" in the Building ("Room 1 Back").
4. Upon information and belief, defendant Sundeep Singh Suchdev a/k/a Sonny Singh ("Singh") is the tenant of the room known as "Fourth Floor Back" in the Building ("Room 4 Back").

5. Upon information and belief, defendant Sanjeevan Tharmaratnam (“Tharmaratnam”) is the tenant of the room known as “Third Floor Back” in the Building (“Room 3 Back”).

6. Upon information and belief, defendant Shruti Parekh (“Parekh”) is the former tenant of the room known as “Third Floor Front” in the Building (“Room 3 Front”).

7. Upon information and belief, defendant Heidi Fritzie Bumby Chua (“Chua”) is the former tenant of Room 3 Front.

8. Upon information and belief, defendant Jacob Hodes (“Hodes”) is the former tenant of Room 3 Back.

9. Upon information and belief, defendant Yashna Maya Padamsee (“Padamsee”) is the former tenant of known as “First Floor Front” in the Building (“Room 1 Front”).

10. Defendants “John Doe 1-3” and “Jane Doe 1-3” are other parties that may be in possession of the Premises who are currently unknown to Plaintiff.

VENUE

11. Venue is proper in this Court pursuant to CPLR 507 because the Building that is the subject of this action is located within Kings County.

FACTUAL ALLEGATIONS

A. The Building

12. The Building is a four-story structure comprised of six individual single room occupancy (“SRO”) rooms: Room 1 Front, Room 1 Back, Room 3 Front, Room 3 Back, Room 4 Front and Room 4 Back (collectively, the “Rooms”), as well as shared common areas.

13. The Building is registered with the New York City Department of Housing Preservation and Development (“HPD”) as a multiple dwelling.

14. The Building's first floor is located at the garden level and contains Rooms 1 Front and 1 Back.

15. The Building's second floor is known as the parlor floor and contains the Building's main entrance and the shared kitchen, living room and dining room.

16. The Building's third floor contains Rooms 3 Front and 3 Back.

17. The Building's fourth floor contains Rooms 4 Front and 4 Back.

18. By order dated November 10, 2017, docket number CO 21002 AD, the New York State Department of Housing and Community Renewal ("DHCR") determined that the Building is an SRO Building and each of the rooms are subject to rent stabilization (the "Order").

19. Pursuant to the Order, the legal rents for the Rooms are:

- Room 1 Front: \$300.00
- Room 1 Back: \$270.00
- Room 3 Front: \$300.00
- Room 3 Back: \$300.00
- Room 4 Front: \$300.00
- Room 4 Back: \$300.00

B. The Rent Stabilization Code

20. Pursuant to Section 2520.6(j) of the Rent Stabilization Code ("RSC"), a "permanent tenant" of an SRO is defined as:

For housing accommodations located in hotels, an individual or such individuals family members residing with such individual, who have continuously resided in the same building as a principal residence for a period of at least six months. In addition, a hotel occupant who requests a lease of six months or more pursuant to section 2522.5(a)(2) of this Title, or who is in occupancy pursuant to a lease of six months or more shall be a permanent tenant even if actual occupancy is less than six months. Unless otherwise specified, reference in this Code to "tenant" shall include permanent tenant with respect to hotels.

21. Pursuant to RSC § 2521.3(c), an SRO building "shall be included in the definition of hotel" as that term is used in RSC § 2520.6.

C. Room 1 Front

22. Upon information and belief, Padamsee moved into Room 1 Front in or about October, 2011.

23. Upon information and belief, Padamsee permanently vacated Room 1 Front in or about November, 2018.

24. Upon information and belief, Padamsee resides in California.

25. Upon information and belief, Padamsee does not intend to return to Room 1 Front.

26. Prior to vacating Room 1 Front, Padamsee failed and refused to pay Plaintiff the legal rent and/or use and occupancy for Room 1 Front.

27. Despite permanently vacating the premises, upon information and belief, Padamsee continues to assert rights to Room 1 Front.

28. Upon information and belief, non-party Lili Yesenia Salmeron ("Salmeron") is the current tenant of Room 1 Front.

29. Upon information and belief, Padamsee accepted rent from Salmeron for her use and occupancy of Room 1 Front for the period from February, 2018 through February, 2020.

D. Room 1 Back

30. Upon information and belief, Skloot moved into the Building on or about 2010.

31. Skloot has failed and refused to pay Plaintiff the legal rent and/or use and occupancy for Room 1 Back.

E. Room 3 Front

32. Chua moved into Room 3 Front in or about 1992.

33. Chua permanently vacated Room 3 Front in or about December, 2015.

34. Upon information and belief, Chua does not intend to return to Room 3 Front.

35. Prior to vacating, Chua failed and refused to pay Plaintiff the legal rent and/or use and occupancy for Room 3 Front.

36. Despite permanently vacating the premises, upon information and belief, Chua continues to assert rights to Room 3 Front.

37. Upon information and belief, Parekh began occupying Room 3 Front in or about January, 2016.

38. Upon information and belief, Parekh vacated Room 3 Front in 2018.

39. Prior to vacating, Parekh failed and refused to pay Plaintiff the legal rent and/or use and occupancy for Room 3 Front.

40. Despite permanently vacating the premises, upon information and belief, Parekh continues to assert rights to Room 3 Front.

F. Room 3 Back

41. Hodes moved into Room 3 Back in or about 2006.

42. Hodes permanently vacated Room 3 Back in or about August, 2018.

43. Upon information and belief, Hodes does not intend to return to Room 3 Back.

44. Prior to vacating, Hodes failed and refused to pay Plaintiff the legal rent and/or use and occupancy for Room 3 Back.

45. Hodes sublet Room 3 Back to Tharmaratnam without Plaintiff's consent and/or approval.

46. Notwithstanding the foregoing, Hodes continues to assert rights to Room 3 Back.

47. Upon information and belief, Tharmaratnam is the current tenant of Room 3 Back.

48. Tharmaratnam has failed and refused to pay Plaintiff the legal rent and/or use and occupancy for Room 3 Back.

G. Room 4 Front

49. Shapiro moved into Room 4 Front in or about 2008.

50. Shapiro was selected by the Building's tenants to fill a vacancy in Room 4 Front without obtaining the landlord's consent or approval.

51. Shapiro has failed and refused to pay Plaintiff the legal rent and/or use and occupancy for Room 4 Front.

H. Room 4 Back

52. Singh moved into Room 4 Back in or about 2011.

53. Singh has failed and refused to pay Plaintiff the legal rent and/or use and occupancy for Room 4 Back.

AS AND FOR A FIRST CAUSE OF ACTION

(Declaratory Judgment)

54. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs 1 through 53 above as if fully set forth herein.

55. A justiciable controversy exists with respect to the defendants' rights to use and occupy the Rooms, which justifies the intervention of this Court and the declaratory relief sought by Plaintiff herein.

56. Pursuant to § 2520.6(j) of the RSC, there can only be one permanent tenant in each of the Rooms.

57. Multiple defendants are asserting rights to the same Room.

58. By reason of the foregoing, Plaintiff is entitled to a declaration identifying which defendants are the statutory tenants of the Rooms pursuant to RSC § 2520.6(j).

AS AND FOR A SECOND CAUSE OF ACTION

(Declaratory Judgment)

59. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs 1 through 58 above as if fully set forth herein.

60. A justiciable controversy exists with respect to whether Plaintiff or the defendants have the right to select new tenants of the Rooms, which justifies the intervention of this Court and the declaratory relief sought by Plaintiff herein.

61. Plaintiff, as the owner of the Building, has the sole direction to select and/or approve new occupants for the Rooms when they become vacant.

62. The defendants have selected new tenants for vacant Rooms without Plaintiff's knowledge, consent and/or approval.

63. By reason of the foregoing, Plaintiff is entitled to a judgment declaring that Plaintiff has the sole right and obligation to select incoming tenants when a Room becomes vacant.

AS AND FOR A THIRD CAUSE OF ACTION

(Declaratory Judgment)

64. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs 1 through 63 above as if fully set forth herein.

65. A justiciable controversy exists with respect to whether the defendants must pay rent directly to Plaintiff, which justifies the intervention of this Court and the declaratory relief sought by Plaintiff herein.

66. Plaintiff, as the owner of the Building, is entitled to collect the legal rent for the Rooms from defendants.

67. The defendants have failed and refused to pay Plaintiff rent.

68. By reason of the foregoing, Plaintiff is entitled to a judgment declaring that the defendants must pay rent directly to Plaintiff for their use and occupancy of their respective Room.

AS AND FOR A FOURTH CAUSE OF ACTION

(Damages)

69. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs 1 through 68 above as if fully set forth herein.

70. Pursuant to the Order, the legal rents for Rooms 1 Back, 3 Back, 3 Front, 4 Back and 4 Front are \$300.00 and the legal rent for Room 1 Front is \$270.00.

71. Padamsee failed and refused to pay Plaintiff the legal rent for Room 1 Front for the period from September, 2015 through November, 2018.

72. Skloot failed and refused to pay Plaintiff the legal rent for Room 1 Back for the period from September, 2015 through the present.

73. Chua failed and refused to pay Plaintiff the legal rent for Room 3 Front for the period from September, 2015 through December, 2015.

74. Parekh failed and refused to pay Plaintiff the legal rent for Room 3 Front for the period from January, 2016 through the date upon which she vacated during 2018.

75. Hodes failed and refused to pay Plaintiff the legal rent for Room 3 Back for the period from September, 2015 through July, 2018.

76. Tharmaratnam failed and refused to pay Plaintiff the legal rent for Room 3 Back for the period from July, 2018 through the present.

77. Shapiro failed and refused to pay Plaintiff the legal rent for Room 4 Front for the period from September, 2015 through the present.

78. Singh failed and refused to pay Plaintiff the legal rent for Room 4 Back for the period from September, 2015 through the present.

79. By reason of the foregoing, Plaintiff is entitled to an award of damages against each defendant representing unpaid use and occupancy, as follows: (1) Padamsee in an amount to be

determined but no less than \$10,530; (2) Skloot in an amount to be determined but no less than \$17,700; (3) Chua in an amount to be determined but no less than \$900; (4) Parekh in an amount to be determined but no less than \$300 per month for every month she occupied Room 3 Front; (5) Hodes in an amount to be determined but no less than \$10,800; (6) Tharmaratnam in an amount to be determined but no less than \$7,500; (7) Shapiro in an amount to be determined but no less than \$17,700; and (8) Singh in an amount to be determined but no less than \$17,700.

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WHEREFORE, Plaintiff respectfully demands judgment:

(a) on the first cause of action declaring which defendants, if any, are the statutory tenants of the Rooms pursuant to RSC § 2520.6(j); and

(b) on the second cause of action declaring that Plaintiff has the sole right and obligation to select incoming tenants when a Room becomes vacant; and

(c) on the third cause of action declaring that the defendants must pay rent directly to Plaintiff for their use and occupancy of their respective Room; and

(d) on the fourth cause of action awarding Plaintiff damages representing unpaid rent and/or use and occupancy of the Rooms for the period from September, 2015 through the present, as follows: (1) Padamsee in an amount to be determined but no less than \$10,530; (2) Skloot in an amount to be determined but no less than \$17,700; (3) Chua in an amount to be determined but no less than \$900; (4) Parekh in an amount to be determined but no less than \$300 per month for every month she occupied Room 3 Front; (5) Hodes in an amount to be determined but no less than \$10,800; (6) Tharmaratnam in an amount to be determined but no less than \$7,500; (7) Shapiro in an amount to be determined but no less than \$17,00; and (8) Singh in an amount to be determined but no less than \$17,000; and

(e) Together with such other further and different relief as this Court deems just and proper.

Dated: New York, New York
September 1, 2020

ROSENBERG & ESTIS, P.C.
Attorneys for Plaintiff

/s/ Jason R. Davidson

By: _____
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