

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

SUNDEEP SINGH SUCHDEV, LUCAS SHAPIRO,
SHRUTI PAREKH, JESSICA TURNER, LILI
SALMERON, and SANJEEVAN THARMARANTAM

Plaintiffs,

-against-

JUDITH GRUNBAUM, MOSHE DEUTSCH, SAMUEL
GRUNBAUM, and YHT MANAGEMENT INC.

Defendants.

COMPLAINT

Index No. _____

Plaintiffs Sundeep Singh Suchdev (“Singh”), Lucas Shapiro (“Shapiro”), Shruti Parekh (“Parekh”), Jessica Turner (“Turner”), Lili Salmeron (“Salmeron”), and Sanjeevan Tharmaratnam (“Tharmaratnam”), by and through their attorneys, Communities Resist, Inc., by Stephanie R. Rudolph, of counsel, and Freshfields Bruckhaus Deringer US LLP, allege the following as and for their complaint in this action:

1. **NATURE OF THE ACTION** Plaintiffs are the legal occupants of rent stabilized units and accompanying common living areas of the building at 70 South Elliott, Brooklyn, NY 11217 (“House”).
2. After a failed attempt to evict all residents from the House and the enactment of legislation making a legal eviction of House residents more difficult, Defendants have conducted a campaign of harassment, intimidation, and discrimination intended to cause the Plaintiffs to surrender their occupancy.
3. Plaintiffs have brought this action to enjoin Defendants from continuing actions that, in violation of applicable law, constitute harassment, illegal lockouts, private nuisance and breaches of the covenant of quiet enjoyment and the warranty of habitability implied by

law in the terms of Plaintiffs' lawful occupancy of their individual units and shared common areas of the House.

JURISDICTION AND VENUE

4. Jurisdiction is proper under CPLR §§ 301.
5. Venue is proper in Kings County pursuant to CPLR §§ 503 and 507 insofar as the House is located in Kings County, and Plaintiffs reside in Kings County.

PARTIES

6. Plaintiff SUNDEEP (a/k/a "SONNY") SINGH SUCHDEV ("SINGH") is a tenant and/or lawful occupant living at the House, residing in the room located on the 3rd Floor/Back. Plaintiff Singh has resided at the House since in or around September 2012. Plaintiff Singh is also an observant Sikh who wears a long beard and a head covering.
7. Plaintiff LUCAS SHAPIRO ("SHAPIRO") is a tenant and/or lawful occupant living at the House, residing in a room located on the 3rd Floor/Front. Plaintiff Shapiro has resided in the House since on or about September 2008.
8. Plaintiff JESSICA TURNER ("TURNER") is a tenant and/or lawful occupant living at the House, residing in room located at the Garden Level/Back. Plaintiff Turner moved into the House in or around December 2019. Plaintiff Turner identifies as female.
9. Plaintiff SHRUTI PAREKH ("PAREKH") is a tenant and/or lawful occupant living at the House, residing in a room located at the 2nd Floor/Front. Plaintiff Parekh moved into the House in or around 2015. Plaintiff Parekh identifies as female.

10. Plaintiff SANJEEVAN THARMARATNAM (“THARMARATNAM”) is a tenant and/or lawful occupant living at the House, residing in a room located at 2nd Floor/Back. Plaintiff Tharmaratnam moved into the House in or around September 2017.
11. Plaintiff LILI SALMERON (“SALMERON”) is a tenant and/or lawful occupant living at the House, residing in a room located at Garden Level/Front. Plaintiff Salmeron moved into the House in or around February 2018. Plaintiff Salmeron identifies as female.
12. Defendant JUDITH GRUNBAUM is the individual owner of the House. Upon information and belief, the Defendant JUDITH GRUNBAUM’S address for service of process is 1049 East 15th Street, Office, Brooklyn, NY 11230 and/or 1257A 59th Street, Brooklyn, NY 11219.
13. Defendant SAMUEL GRUNBAUM is an agent of Defendant Judith Grunbaum. Upon information and belief, the Defendant SAMUEL GRUNBAUM’S address for service of process is 1049 East 15th Street, Office, Brooklyn, NY 11230.
14. Defendant DEUTSCH MOSHE is the managing agent of the House. Upon information and belief, the Defendant DEUTSCH MOSHE’S address for service of process is 1049 East 15th Street, Office, Brooklyn, NY 11230.
15. Defendant YHT MANAGEMENT INC., is a domestic corporation that manages the House. Upon information and belief, Defendant YHT MANAGEMENT INC.’s address for service of process is 1049 East 15th Street, Brooklyn, NY 11230.

STATEMENT OF FACTS

16. The House is registered as a rent stabilized Single Room Occupancy dwelling, located in Fort Greene, Brooklyn. Long home to low-income and working-class tenants, the House

is laid out like a typical Brooklyn brownstone containing bedrooms, a kitchen, a living room, bathrooms and a backyard. Plaintiffs occupy individual bedrooms and have historically shared use of common living room areas, kitchen, bathrooms and the backyard.

17. In 2015, Defendant Judith Grunbaum purchased the House and immediately sought to evict all residents, claiming she wished to move into the entire property for her own personal use (“Owner’s Use”).
18. In June 2019, New York State enacted the Housing Stability and Tenant Protection Act (“HSPTA”). The HSPTA amended state rent laws, effectively preventing Ms. Grunbaum from evicting the residents on the basis of an Owner’s Use claim. Indeed, in June 2020, a Kings County Housing Court Judge discontinued Ms. Grunbaum’s eviction case.
19. On March 16, 2020—the first day that New York State courts closed and New York City effectively went into “quarantine”— Mr. Grunbaum appeared in the Plaintiffs’ living room without notice and without taking pandemic-appropriate safety precautions, such as wearing a mask. He berated the Plaintiffs for an alleged city inspection violation, stated that he was entitled to visit their home at any time without notice, and threatened to throw away belongings left in the common living space.
20. Mr. Grunbaum and his male agents appeared at the property multiple times throughout the height of the COVID-19 pandemic, demonstrating an intent to intimidate and harass the Plaintiffs. During each visit, Mr. Grunbaum let himself into the House without notice. On several occasions, he went through and photographed Plaintiffs’ mail, stating that he was “investigating” Plaintiffs. He also threatened Plaintiffs with eviction, and even threatened criminal action against Plaintiff Singh.

21. On June 9, 2020 at 8:30am, Mr. Grunbaum and a team of workers arrived at the home and let themselves in to begin installing interior and exterior security cameras. Over the course of several days, up to ten (10) workers from at least three (3) companies drilled holes in the floors, tried to gain access to a room by force, and intimidated Plaintiffs. When they finished, the workers had installed four (4) interior security cameras, equipped with infrared technology to capture even midnight trips to the bathroom. They also installed a fifth external camera on the façade of the House.
22. By late August 2020, Mr. Grunbaum was visiting the Plaintiffs' home nearly every other day—often after business hours or on Sundays. He and his agents never knocked, never announced themselves, and always let themselves in with their own key.
23. On September 2, 2020, Mr. Grunbaum and two (2) agents appeared after hours to lock Plaintiff Shruti Parekh out of her room, located on the 2nd Floor/Front. At the time they arrived, Ms. Parekh was working on a laptop in her room. When Ms. Parekh heard workers outside, she came outside. It was then that the workers and Mr. Grunbaum entered the House and headed to Ms. Parekh's room to secure it with a padlock. The Plaintiffs contacted the police but they arrived after Mr. Grunbaum and his agents had already left.
24. Plaintiffs' attorneys contacted Defendants' attorney on September 2, 2020, alleging an illegal lockout had occurred asking that they open the room. Defendants refused.
25. On September 8, 2020, a man identifying himself only as "Max" entered the House unannounced, unlocked Ms. Parekh's room, and began taking photos and videos of her belongings, even opening her drawers. Ms. Parekh protested that these were her personal belongings, but Max ordered her to leave, again locking her out of her room.

26. On September 11, 2020, the NYPD came to the House and observed while Plaintiffs removed the lock to Ms. Parekh's room, allowing her to take re-occupancy after more than a week of being deprived of her furniture and belongings.
27. Plaintiffs' attorney contacted Defendants' attorney on September 13, 2020, asking that Defendants stop visiting the House without notice based upon Mr. Singh's religious beliefs and the female Plaintiffs' safety concerns. Further, Plaintiffs' attorney asked Defendants' attorney to cease the interior surveillance because of Mr. Singh's religious objections, and the female Plaintiffs' objection to being surveilled by Mr. Grunbaum and other male agents of Defendants. Not only did Defendants refuse, but they escalated their unlawful and harassing conduct.
28. On September 15, 2020 at around 7:00pm, Mr. Grunbaum and three (3) agents returned to the House to attempt to secure the lock on Ms. Parekh's room. In response to Plaintiffs' 911 call, an oral altercation occurred inside Ms. Parekh's room with five (5) police officers, Mr. Grunbaum and others crowded into the space, exposing Plaintiffs to potential COVID-19 infection.
29. After more than an hour of arguing, a Lieutenant threatened Mr. Grunbaum and his agents with arrest if they returned to lock the room. Mr. Grunbaum, however, did not leave the vicinity after the officers drove off, instructing two (2) of his agents—previously unknown men—to wait on the neighbor's stoop. When the men left after 9:00pm, they ominously told Plaintiffs they would be back.
30. Upon information and belief, on September 29, 2020, Mr. Grunbaum appeared at the House and attempted to enter. When he found an internal lock engaged, he threatened to violently breakdown the front door to the House. He also threatened to install a 24-hour private

security guard to sit in the House, stating he did not think Plaintiffs would like that. He also demanded a key to Ms. Parekh's private room because she had installed a lock for safety. Plaintiffs provided him access and he attempted to effectuate service of process of various termination notices on various Plaintiffs.

AS FOR THE FIRST CAUSE OF ACTION FOR HARASSMENT

N.Y.C. Admin. Code §§ 2004(a)(48) and 27-2005(d)

31. Plaintiffs restate and incorporate by reference the preceding paragraphs as if fully set forth herein.
32. N.Y.C. Admin. Code § 27-2005(d) prohibits an owner from harassing a tenant or lawful occupant of a dwelling. Defendants qualify as "owners" within the mean of N.Y.C. Admin. Code § 27-2004(a)(45). Plaintiffs fall within the definition of tenants and/or lawful occupants, within the meaning of N.Y.C. Admin. Code § 27-2005(d).
33. Defendants' acts constitute harassment as defined in N.Y.C Admin. Code § 27-2004(48) because they are intended to cause Plaintiffs to vacate their units in the House and include, among other acts, "repeated acts or omission of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of any person lawfully entitled to occupancy of such dwelling unit."
34. Pursuant to Section 27-2115(m)(2) of N.Y.C. Admin. Code, Plaintiffs seek an order determining that for each dwelling unit and each such act of harassing conduct a class "C" violation occurred, restraining the Defendants from continuing their harassment of Plaintiffs, directing Defendants to ensure that no further harassment occurs, imposing civil penalties against Defendants and awarding other relief including punitive and compensatory damages and Plaintiffs' costs, disbursement, and reasonable attorneys' fees.

AS FOR THE SECOND CAUSE OF ACTION FOR ILLEGAL LOCK OUT
RPAPL §§711 and 713; N.Y.C. Admin Code § 26-521 / RPAPL § 768

35. Plaintiffs restate and incorporate by reference the preceding paragraphs as if fully set forth herein.
36. Real Property Actions and Proceedings Law (“RPAPL”) §§ 711 and 713 prohibit any person from removing a tenant or lawful occupant from possession of her dwelling or housing accommodation without a special proceeding. N.Y.C. Admin Code § 26-521 / RPAPL § 768 prohibits any person from evicting or attempting to evict the lawful occupant of a dwelling unit and, among other things, engaging in conduct which is intended to induce the occupant to vacate the dwelling unit, including, but not limited to, changing the lock on an entrance door without supplying the occupant with a key.
37. Plaintiff Parekh is a tenant and lawful occupant of her living unit at the House under RPAPL § 711. Defendants forcibly evicted her from her unit without a special proceeding and have repeatedly engaged in conduct intended to induce her to vacate her unit including locking her out of the unit. Each of these actions violates RPAPL §711 and N.Y.C. Admin Code § 26-521 / RPAPL § 768.
38. Pursuant to RPAPL §§ 768(2) and 853, Plaintiff Parekh seeks civil penalties, and compensatory, punitive and statutory damages for each of the actual or attempted unlawful evictions and for the recovery of treble damages against Defendants, as well as the reasonable costs and attorneys’ fees associated with this proceeding.

AS FOR THE THIRD CAUSE OF ACTION FOR PRIVATE NUISANCE
RPAPL § 768

39. Plaintiffs restate and incorporate by reference the preceding paragraphs as if fully set forth herein.
40. Under New York law, one is subject to liability for a private nuisance if his conduct is a legal cause of the invasion of the interest in the private use and enjoyment of land and such invasion is intentional and unreasonable. *Copart Indus., Inc. v. Consol. Edison Co. of New York*, 41 N.Y.2d 564, 569, 362 N.E.2d 968, 971 (1977).
41. By installing video cameras for the purpose of intimidation and surveillance of Plaintiffs in common areas, directing its agents to enter and surveille the House and its residents, inspecting and photographing Plaintiffs' mail, visiting the House without notice and without proper pandemic safety precautions, threatening criminal action and acts of violence, and engaging in other conduct described herein, Defendants have engaged in conduct that intentionally and unreasonably invades Plaintiffs' private use and enjoyment of the common areas of the House.
42. Pursuant to RPAPL § 841, Plaintiffs seek a judgment for damages and a judgment directing Defendants to remove the nuisance.

AS FOR THE FOURTH CAUSE OF ACTION FOR A BREACH OF THE
COVENANT OF PRIVATE ENJOYMENT

43. Plaintiffs restate and incorporate by reference the preceding paragraphs as if fully set forth herein.
44. Under New York law, the terms of Plaintiffs' tenancy of their units and the House includes a covenant of quiet enjoyment. *Herbert Paul, CPA, PC v. 370 Lex, L.L.C.*, 794

N.Y.S.2d 869, 750 (2005). A breach of the covenant of quiet enjoyment occurs upon an actual or constructive eviction from the premises. *Id.* A constructive conviction occurs where wrongful acts of a landlord substantially and materially deprive a tenant of the beneficial use and enjoyment of the premises. *255 Butler Assocs., LLC v. 255 Butler, LLC*, 173 A.D.3d 655, 657, 102 N.Y.S.3d 699, 701 (2019).

45. Defendants have actually evicted Ms. Parekh from her lawfully occupied unit and constructively evicted Plaintiffs from common areas of the House by depriving them of the beneficial use and enjoyment of those premises through constant surveillance of the premises, repeated harassment and other conduct described above. By this conduct, Defendants have caused a constructive eviction of the common areas that breaches the covenant of quiet enjoyment implied by law in terms of Plaintiffs' occupancy of their units and the House, entitling Plaintiffs to an abatement of rent owed, in an amount to be determined by the Court for the period of March 16, 2020 to present, and damages including punitive and compensatory damages and Plaintiffs' costs, disbursement, and reasonable attorneys' fees.

**AS FOR THE FIFTH CAUSE OF ACTION FOR A BREACH OF THE WARRANTY
OF HABITABILITY**

RPL § 235-b

46. Plaintiffs restate and incorporate by reference the preceding paragraphs as if fully set forth herein.

47. Under Real Property Law § 235-b, the terms of Plaintiffs' tenancy of their units and the House is deemed to include a warranty of habitability ensuring that the premises are fit

for the uses reasonably intended for them and lessees not be subject to “any conditions which would be dangerous, hazardous or detrimental to their life, health or safety.”

48. Defendants have created dangerous conditions in the common areas of the House by granting access to persons unknown to Plaintiffs without prior notice and refusing to wear or cause their agents to wear personal protection equipment or take other precautions during the ongoing pandemic. By this conduct, Defendants have breached the warranty of habitability implied by law in the terms of Plaintiffs’ occupancy, entitling Plaintiffs to an abatement of rent owed, in an amount to be determined by the Court for the period of March 16, 2020 to present.

AS FOR THE SIXTH CAUSE OF ACTION FOR HOUSING DISCRIMINATION

New York City Administrative Code §§ 8-107(5)(a)(1)(b) and 8-107(17)

49. Plaintiffs restate and incorporate by reference the preceding paragraphs as if fully set forth herein.

50. NYCHRL § 8-107(5)(a) prohibits discrimination against any person in the terms, conditions or privileges of the rental or lease of a housing accommodation or an interest therein on the basis of gender, race, color, national origin, or creed. NYCHRL § 8-107(17) prohibits a policy or practice by a housing provider that has a disparate impact to the detriment of any protected class.

51. Defendants’ conduct discriminates against Plaintiff Singh on the basis of his creed and the female Plaintiffs Parekh, Turner and Salmeron on the basis of their sex and/or gender. Defendants’ camera surveillance of Plaintiff Singh’s movement in and out of the bathroom disparately impacts his ability to practice his religious belief as a Sikh. In addition to the camera surveillance, Defendants have harassed and intimidated female Plaintiffs by

sending unknown male agents to the House without prior notice, which discriminates against them on the basis of their sex and/or gender. In each case, Defendants continued and even escalated their harassing and discriminating conduct after Plaintiffs' counsel contacted Defendants' counsel asking that the conduct cease.

52. Accordingly, under NYCHRL § 8-502(a) and (f), Plaintiffs seek (i) a permanent injunction prohibiting Defendants from treating Plaintiffs in a discriminatory way and/or a way that disparately impacts members of protected classes; (ii) emotional suffering and punitive damage; (iv) costs and attorneys' fees and (v) any other relief this Court deems appropriate.

WHEREFORE, Plaintiffs, respectfully requests judgment as follows:

- a. **Enjoining Defendants' conduct** as follows pursuant to Section 27-2115(m)(2) of the N.Y.C Admin. Code, Section 8-102 of the NYCHRL, Section 713(10) of the RPL, and Section 841 of the RPAPL.
 - i. Permanently enjoining the audio or video surveillance inside the House;
 - ii. Permanently enjoining Defendants and/or their agents from visiting the House unannounced and without reasonable notice unless of emergency pursuant to NYC Admin Code § 25-101;
 - iii. Permanently enjoining Defendants and their agents from harassing Plaintiffs, creating a nuisance, and/or interfering with their quiet enjoyment of the House;
 - iv. Permanently enjoining Defendants from locking any room and/or evicting any Plaintiff without an order from a Court enforced by a New York City Marshal;

B. Awarding damages as follows:

- i. Awarding Plaintiff Parekh treble damages for illegal lock out pursuant to RPL § 853;
- ii. Awarding Plaintiff Singh, Plaintiff Parekh and Plaintiff Salmeron damages under the NYCHRL § 8-102 seq.:
- iii. Awarding Plaintiffs damages pursuant to RPAPL § 841:
- iv. Awarding Plaintiffs punitive and compensatory damages for each act of harassment pursuant to N.Y.C. Admin. Code § 27-2115(m)(2).

C. Imposing Civil Penalties as follows:

- i. Directing the imposition of a civil penalty of not more than \$10,000.00 and not less than \$2,000.00 for each dwelling unit and act of harassment pursuant to Section 27-2115(m)(2) of the N.Y.C. Admin. Code;
- ii. Directing the imposition of civil penalties of up to \$250,000.00 per willful violation of the NYCHRL;
- iii. Declaring a Class “C” violation for each dwelling unit and each act of harassing conduct pursuant Section 27-2115(m)(2) of the N.Y.C. Admin. Code.

D. Awarding other relief as follows:

- i. Paying Plaintiffs’ costs, disbursement, and reasonable attorneys’ fees; and
- ii. Such other and further relief as the Court deems just and proper.

Dated: New York, New York
September 29, 2020

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