

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

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

Plaintiffs,

– against –

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

Defendants.  
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Index No. 518435/2020

**REPLY TO COUNTERCLAIMS**

Plaintiffs Sundeep Singh Suchdev, Lucas Shapiro, Shruti Parekh, Jessica Turner, Lili Salmeron, and Sanjeevan Tharmaratnam, by their attorneys, Communities Resist and Freshfields Bruckhaus Deringer US LLP, and for their Reply to the Counterclaims of Defendants, Judith Grunbaum, Moshe Deutsch, Samuel Grunbaum, and YHT Management Inc., hereby sets forth as follows:

1. Deny each and every allegation contained in paragraphs: 26, 39, 40, 56, 57, 58, 59, 63, 64, 72, 73, 75, 89, 90, 91, 92, 96, 97, 99, 100, 101, 102, 103, 104, 105, 111, 117, 122, 127, 132, 136, 137 of the Answer With Counterclaims.
2. Admit the allegations contained in paragraphs: 19, 21, 22, 41, 108, 114, 120, 125, 130, 135 of the Answer With Counterclaims.

3. With respect to paragraphs 14, 23, 24, 25, 27, 28, 32, 34, 36, 37, 42, 50, 93, 98 of the Answer With Counterclaims, deny knowledge and information sufficient to form a belief as to the truth of the allegations contained therein.
4. With respect to paragraphs 8, 9, 10, 11, 12, 48, 52, 53, 60, 66, 68, 69, 77, 78, 81, 85, 86 of the Answer With Counterclaims, Defendants' allegations call for a legal conclusion, and no response is required. To the extent that a response is required, Plaintiffs deny Defendants' allegations contained therein.
5. With respect to paragraphs 44, 47, 49, 65, 74, 82, 83 of the Answer With Counterclaims, Defendants' allegations call for a legal conclusion, and no response is required. To the extent that a response is required, Plaintiffs deny knowledge and information sufficient to form a belief as to the truth of the allegations contained therein.
6. With respect to paragraph 13, Plaintiffs admit that the named individuals submitted an application to the New York State Division of Housing and Community Renewal ("**DHCR**"), but deny the remaining allegations therein.
7. Plaintiffs admit paragraph 15 to the extent that it reflects public records regarding the sale of the House.
8. With respect to paragraph 16, Plaintiffs admit that the Defendants have refused rent or use and occupancy from all Plaintiffs, with the exception from Plaintiff Salmeron, from whom they have accepted use and occupancy though December 2020, but deny the remaining allegations therein.
9. With respect to paragraph 17, Plaintiffs admit that Defendant Judith Grunbaum commenced holdover proceedings in 2016, but deny knowledge and information sufficient to form a belief as to the truth of the remaining allegations therein.

10. With respect to paragraph 18, Plaintiffs admit that Plaintiffs Singh, Shapiro, and Parekh, represented by counsel, appeared and interposed answers, but deny knowledge and information sufficient to form a belief as to the truth of the remaining allegations therein.
11. With respect to paragraph 20, Plaintiffs admit that in 2017, DHCR issued an order granting the application to determine that the House was a rent stabilized SRO, but deny the remaining allegations therein.
12. With respect to paragraph 29, Plaintiffs admit Plaintiff Salmeron's receipt of a document purporting to be a Notice to Quit and Defendant Judith Grunbaum's commencement of holdover proceedings, but no further response is required in that Defendants' allegations call for a legal conclusion. In so far as a response is required, Plaintiffs deny knowledge and information sufficient to form a belief as to the truth of the remaining allegations therein.
13. With respect to paragraph 30, Plaintiffs admit that Plaintiff Salmeron executed a stipulation in Housing Court on February 24, 2020, but deny knowledge and information sufficient to form a belief as to the truth of the remaining allegations therein.
14. With respect to paragraphs 31, 67, 76, 84, Plaintiffs admit that Plaintiffs remain in occupancy, but deny the remaining allegations therein.
15. With respect to paragraph 33, Plaintiffs admit that in June 2020, the Housing Court discontinued the Owner's Use Holdovers proceeding, but deny the remaining allegations therein.
16. With respect to paragraph 35, Plaintiffs admit that on or about August 31, 2020 Plaintiffs Singh and Shapiro received a document purporting to be a lease, but deny that the lease was a proper rent stabilized lease. Plaintiffs deny knowledge and information sufficient to form a belief as to the truth of the remaining allegations therein.

17. With respect to paragraph 38, Plaintiffs admit that the Defendants came to the House and installed a lock on the door of Plaintiff Parekh's room, but deny the remaining allegations therein.
18. With respect to paragraph 43, Plaintiffs admit that they have knowledge that on September 29, 2020 Chua, Skloot and Padamsee sent an email to an agent of Defendants, but deny the remaining allegations therein.
19. With respect to paragraph 45, Plaintiffs admit that Plaintiffs Parekh and Turner continue in occupancy, but no further response is required in that Defendants' allegations call for a legal conclusion. In so far as a response is required, Plaintiffs deny knowledge and information sufficient to form a belief as to the truth of the remaining allegations therein.
20. With respect to paragraph 51, Plaintiffs admit that they assert rights with respect to the common areas of the House, but no further response is required in that Defendants' allegations call for a legal conclusion. In so far as a response is required, Plaintiffs deny the remaining allegations therein.
21. With respect to paragraphs 110 and 116, Plaintiffs admit that DHCR has determined that the monthly rent for the Third Floor Front and Back Rooms<sup>1</sup> is not to exceed \$300.00 per month, but deny the remaining allegations therein.
22. With respect to paragraphs 109, 115, 121, 126, 131, Plaintiffs admit that Defendants have never accepted rent from Plaintiffs, but deny the remaining allegations therein.
23. With respect to paragraphs 54, 61, 70, 79, 87, 94, 106, 112, 118, 123, 128, 133, 138, Plaintiffs deny the allegations therein and further request that the relief demanded be denied in full with prejudice.

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<sup>1</sup> We note that Plaintiffs and Defendants have used different terminology when describing the layout of the House. Plaintiffs admit occupancy insofar as Defendants' terminology refers to the same rooms listed in Plaintiffs' pleadings.

24. With respect to paragraphs 46, 55, 62, 71, 80, 88, 95, 107, 113, 119, 124, 129, 134, Plaintiffs repeat and reallege their replies as if fully set forth herein.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

The Defendants' counterclaims each fail to state a cause of action for which the requested relief may be granted.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

One or more of the Defendants' causes of action may not be maintained because of the doctrines of res judicata, estoppel, equitable estoppel, collateral estoppel, and judicial estoppel.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

Plaintiffs maintain defenses to Defendants' counterclaims founded upon documentary evidence.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

One or more of Defendants' counterclaims may not properly be interposed in this action for reasons including, but not limited, to executive orders and administrative orders intended to protect tenants during the course of the COVID-19 pandemic.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

The Court lacks personal jurisdiction over the Defendants' counterclaims due to failure to serve or defective service on one or more Plaintiffs.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

Defendants' counterclaims are barred by the doctrine of unclean hands.

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**

There is an action pending between some or all of the same parties for the same cause of action in Kings County Civil Court Housing Part.

Dated: Brooklyn, New York  
December 18, 2020

**COMMUNITIES RESIST**

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