

EXHIBIT A

Brian M. Rader, Esq. (Attorney ID No. 012692009)
RADER LAW, LLC
221 River Street, Suite 9125
Hoboken, New Jersey 07030
T: 201-721-8561
F: 201-221-8144
brian@theraderlawfirm.com
Attorney for Plaintiff

	SUPERIOR COURT OF NEW JERSEY
	: LAW DIVISION:
	: HUDSON COUNTY
	:
Marta Bida, on behalf of herself and all others	: DOCKET NO:
similarly situated,	:
	: Civil Action
Plaintiffs,	:
	: CLASS ACTION
v.	:
	: COMPLAINT
Shuster Management LLC; Shuster Property	:
Management LLC; 333 Fairmount	:
Condominium Association, Inc.;	:
	:
Defendants.	:
	:
	:
	:

Plaintiff, Marta Bida, brings this suit on behalf of herself to prosecute her individual claims, and as a class, on behalf of all others similarly situated:

I. **PARTIES**

1. Marta Bida (“Bida”) is the owner of 333 Fairmount Avenue, Unit 2E, Jersey City, New Jersey 07306 (the “Unit”).
2. The 333 Fairmount Condominium Association, Inc. (“Association”) is a non-profit corporation formed pursuant to the New Jersey Condominium Act, N.J.S.A. 46:8B-1, et. seq. to manage the common affairs of the 333 Fairmount Condominium (the “Condominium”).
3. “Shuster Property Management LLC” (“Shuster Property”) is the Association’s managing agent.

4. Per the tax records, “Shuster Management LLC” (“Shuster”) is the “care-of” recipient for twenty-nine (29) units in the condominium, which are owned by BRT, LLC (“BRT”).

5. Aside from its management of the twenty-nine (29) BRT units in the Condominium, Shuster manages a portfolio of large rental properties for BRT.

6. Per Shuster’s website, Shuster is a “multidisciplinary conglomerate” which includes Shuster Property.

7. The individual defendants in this matter shall collectively be referred to as the “Defendants”.

II. JURISDICTION AND VENUE

8. Jurisdiction is proper in the Superior Court of New Jersey – Hudson County because Shuster, Shuster Property, and the Association, are located in Jersey City, New Jersey.

9. These claims arise under 42 U.S.C. § 3601 et seq. of the Federal Fair Housing Act (“FHA”), and the New Jersey Law Against Discrimination (“NJLAD”), N.J.S.A. 10:5-12.

10. As a unit owner in the Condominium, and as an individual who has been exposed and impacted by the discriminatory practices noted herein, Bida qualifies as an aggrieved individual and has standing to bring claims under both the FHA and the NJLAD.

III. FACTS COMMON TO ALL COUNTS

11. Bida is a fee-simple owner of the Unit.

12. Accordingly, when Bida leases the Unit to another (the “Prospective Tenant”), the Prospective Tenant and Bida create a landlord-tenant relationship whereby in exchange for rental income, the Prospective Tenant acquires the right to possess the Unit which is owned by Bida.

13. Neither Shuster Property nor the Association extend credit to the Prospective Tenant, and they do not receive any monies from the Prospective Tenant.

14. There is no financial relationship between Shuster Property, the Association and the Prospective Tenant.

IV. DEFENDANTS' DISCRMINATORY PRACTICES UNDER THE FHA AND NJLAD

15. As part of its "rules and regulations", Shuster Property and the Association disseminate to all unit owners and prospective unit owners of condominium units, a "leasing rider". Attached hereto as Exhibit "A" is a true and accurate copy of the "leasing rider" (the "Leasing Rider").

16. The Leasing Rider requires all unit owners and prospective unit owners to secure, among other things, social security cards of the Prospective Tenant, background checks, credit checks, and banking references.

17. Neither Shuster Property nor the Association maintain a legitimate purpose in the promulgation and enforcement of the Leasing Rider which effectively seeks to limit housing for individuals of a certain national origin, ethnicity, ancestry, and race.

18. In fact, the NJLAD expressly illegalizes the following:

To print, publish, circulate, issue, display, post, or mail, or cause to be printed, published, circulated, issued, displayed, posted or mailed any statement, advertisement, publication or sign, or to use any form of application for the purchase, rental, lease, assignment, or sublease of any real property or part or portion thereof or to make any record or inquiry in connection with the prospective purchase, rental, lease, assignment, or sublease of any real property or part or portion thereof which expresses, directly or indirectly, any limitation, specification or discrimination as to race, creed, color, national origin, ancestry, marital status, civil union status, domestic partnership status, familial status, sex, gender identity or expression, affectional or sexual orientation, disability, nationality.

19. The Leasing Rider, which mandates among other things, the production of social security cards, is a form/application which directly and indirectly discriminates against individuals based on national origin, ancestry, and race.

20. Shuster Property and the Association disseminate the Leasing Rider which directly and indirectly limits the ability of individuals of a certain national origin, ancestry and race, to find housing.

21. The act of disseminating the Leasing Rider serves to proactively limit and deter the leasing of property based on national origin, ancestry, ethnicity, and race.

22. As a unit owner in the Condominium, Ms. Bida was sent the Leasing Rider and her compliance was demanded. Her objection was met with repeated demands and threats.

23. Through the Leasing Rider and repeated demands, Defendants attempted to use Bida, against her desire, to further their discriminatory scheme.

24. There is no legitimate purpose or rationale behind Defendants' promulgation of a rule and/or regulation mandating production of social security cards.

25. Moreover, requiring the production of credit checks and background checks for Prospective Tenants with whom the Defendants have no direct financial interest, is clearly intended to limit the class of individuals in the condominium, which also disparately impacts individuals less likely to have stable credit, strong references, and immaculate backgrounds.

V. CONSPIRACY TO FACILITATE THE DISCRIMINATORY PRACTICES BETWEEN SHUSTER, SHUSTER PROPERTY AND THE ASSOCIATION

26. Shuster Property, and the Association, have conspired with Shuster with respect to the allegations noted herein.

27. Shuster, who is listed as the “care-of” recipient for (29) individual units in the condominium for developer BRT, manages a portfolio of larger rental properties for BRT as well.

28. Per Shuster’s website, Shuster characterizes its overall real estate endeavors as a “multidisciplinary conglomerate” that includes “Shuster Property Management”.

29. It is upon firm belief and knowledge that Shuster and Shuster Property engage in the same pattern and practice noted herein on behalf of other housing providers, other than the Association.

30. Defendants also require “rental application fees”. Accordingly, in addition to exposing unit owners and tenants to this discriminatory scheme, Defendants also seek to profit monetarily from the discriminatory scheme.

31. Shuster and Shuster Property develop and manage a number of condominium and rental properties in the State of New Jersey, Hudson County, specifically.

VI. CLASS ALLEGATIONS

32. Bida brings this class action on behalf of herself and others similarly situated pursuant to R. 4:32-1. Bida seeks certification of a class, initially defined as follows: **ALL UNIT OWNERS, TENANTS, CURRENT, OR PROSPECTIVE, WHO EITHER RESIDE IN A HOUSING COMPLEX (CONDOMINIUM OR RENTAL), OR SOUGHT TO RESIDE OR PURCHASE A UNIT IN A HOUSING COMPLEX MANAGED BY SHUSTER PROPERTY OR DEVELOPED BY SHUSTER, THAT HAVE RECEIVED THE “LEASING RIDER” WHICH MANDATES, AMONG OTHER THINGS, THE PRODUCTION OF SOCIAL SECURITY CARDS, CREDIT CHECKS AND BACKGROUND CHECKS, OR ANY UNIT OWNER OR TENANT THAT HAS PAID**

FEES TO SHUSTER PROPERTY OR SHUSTER IN CONNECTION WITH ANY RENTAL PROCESS FACILITATED, MANAGED OR GOVERNED BY SHUSTER PROPERTY OR SHUSTER (the "Class").

33. The Class for whose benefit this action is brought is so numerous that joinder of all members is impracticable.

34. Bida's claims are typical of the claims of the members of the Class, since all claims arise out of Defendants' implementation of discriminatory practices noted herein.

35. Bida does not have interests antagonistic to the interests of the Class.

36. The Class, of which Bida is a member, is readily identifiable.

37. Bida will fairly and adequately protect the interests of the Class and has engaged counsel with adequate knowledge in litigation and the subject area of law in this matter.

38. There are questions of law and fact common to the members of the Class including:

1. Whether a housing provider's implementation of a rule and regulation requiring prospective occupants to produce social security cards, with no legitimate or recognizable purpose, violates the FHA and the NJLAD.
2. Whether a housing provider's implementation of a rule and regulation mandating credit checks and background checks from individuals with whom the housing provider has no direct financial interest, violates the FHA and the NJLAD.

39. A class action is superior to all other methods for the fair and efficient adjudication of this controversy.

40. Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

41. Plaintiff does not anticipate any difficulty in the management of this litigation.

VII. CLASS CLAIMS

COUNT I Violations of NJLAD

42. Defendants, by disseminating, proposing and/or mandating the Leasing Rider, are in violation of the NJLAD as the Leasing Rider qualifies as an effort to directly or indirectly limit housing based on national origin, ancestry, ethnicity, and race.

43. Defendants, by requiring fee simple unit owners to gather credit checks and background checks on Prospective Tenants, individuals with whom Defendants have no direct financial interest or legal relationship, prior to Defendants approving same for housing, has violated the NJLAD based on ethnicity, ancestry, national origin, and race.

WHEREFORE, Plaintiff demands judgment against Defendant as follows: (1) an Order pursuant to R. 4:32 permitting this Count to be maintained as a class action on behalf of the Class as specified herein, and appointing Bida and Plaintiff's counsel as class in the case; (2) Declaring and adjudging the nature and extent of Plaintiff's rights and obligations; specifically barring the Defendants from further engaging in the discriminatory practices noted herein; (3) remedies provided for under any state and/or federal statutes; (4) attorney's fees and costs together with such other and further relief as this Court may deem just and proper as authorized by the relevant statutes.

**COUNT II
VIOLATIONS OF THE FHA**

44. Defendants, by requiring the production of social security cards prior to approving a prospective occupant for housing, has violated the FHA by intentionally discriminating against individuals based on ethnicity, ancestry, national origin and certain classes less likely to be able to produce social security cards.

45. Defendants, by requiring fee simple unit owners to gather credit checks and background checks on Prospective Tenants, individuals with whom Defendants have no direct financial interest or legal relationship, prior to Defendants approving same for housing, has violated the FHA based on ethnicity, ancestry, national origin, and race.

WHEREFORE, Plaintiff demands judgment against Defendant as follows: (1) an Order pursuant to R. 4:32 permitting this Count to be maintained as a class action on behalf of the Class as specified herein, and appointing Bida and Plaintiff's counsel as class in the case; (2) Declaring and adjudging the nature and extent of Plaintiff's rights and obligations; specifically barring the Defendants from further engaging in the discriminatory practices noted herein; (3) remedies provided for under any state and/or federal statutes; (4) attorney's fees and costs together with such other and further relief as this Court may deem just and proper as authorized by the relevant statutes.

**COUNT III
CIVIL CONSPIRACY**

46. Shuster is a real estate developer while Shuster Property serves as the property management arm of Shuster's "multidisciplinary conglomerate".

47. Shuster and Shuster Property operate in conjunction with one another in an effort to further their real estate endeavors.

48. The entities operated in conjunction with one another to implement discriminatory policies in violation of the FHA and the NJLAD to further their real estate endeavors.

WHEREFORE, Plaintiff demands judgment against Defendant as follows: (1) an Order pursuant to R. 4:32 permitting this Count to be maintained as a class action on behalf of the Class as specified herein, and appointing Bida and Plaintiff's counsel as class in the case; (2) Declaring and adjudging the nature and extent of Plaintiff's rights and obligations; specifically barring the Defendants from further engaging in the discriminatory practices noted herein; (3) remedies provided for under any state and/or federal statutes; (4) attorney's fees and costs together with such other and further relief as this Court may deem just and proper as authorized by the relevant statutes.

VIII. Individual Claims

Count I Violations of NJLAD

49. Bida is a fee simple owner of the Unit and has been directly subjected to the discriminatory practices noted herein.

50. Defendants have subjected Bida to the discriminatory practices noted herein, and have attempted to force Bida to partake in their discriminatory practice by insisting Bida gather information pursuant to the Leasing Rider.

51. Defendants, by disseminating, proposing and/or mandating the Leasing Rider, are in violation of the NJLAD as the Leasing Rider qualifies as an effort to directly or indirectly limit housing based on national origin, ancestry, ethnicity, and race.

52. Defendants, by requiring Bida to gather credit checks and background checks on Prospective Tenants, individuals with whom Defendants have no direct financial interest or

legal relationship, prior to Defendants approving same for housing, has violated the NJLAD based on ethnicity, ancestry, national origin, and race.

53. Defendants have attempted to use Bida as an agent to facilitate their discriminatory scheme, to limit classes of individuals in the condominium based on national origin, ancestry, ethnicity, and race.

54. By attempting to compel Bida to partake in its discriminatory scheme, Defendants have caused Bida great emotional distress.

WHEREFORE, Plaintiffs demand judgment against Defendants, its representatives and agents, for compensatory damages, consequential damages, punitive damages, interest, attorney's fees and costs together with such other and further relief as this Court may deem just and proper.

Count II
Violations of the FHA

55. Defendants have attempted to use Bida to facilitate and further their discriminatory practices by forcing Bida to collect documentation and data to limit occupants based on national origin, ancestry, ethnicity, and race.

56. Defendants caused Bida out of pocket loss in connection with its rental application, and great emotional distress as a result of Defendants insistence that Bida adhere to Defendants' discriminatory policies, despite Bida's unwillingness to adhere to Defendants' discriminatory policies.

WHEREFORE, Plaintiffs demand judgment against Defendants, its representatives and agents, for compensatory damages, consequential damages, punitive damages, interest, attorney's fees and costs together with such other and further relief as this Court may deem just and proper.

**COUNT III
CIVIL CONSPIRACY**

57. Shuster is a real estate developer while Shuster Property serves as the property management arm of Shuster's "multidisciplinary conglomerate".

58. Shuster and Shuster Property operate in conjunction with one another in an effort to further their real estate endeavors.

59. The entities operated in conjunction with one another to implement discriminatory policies in violation of the FHA and the NJLAD to further their real estate endeavors.

WHEREFORE, Plaintiffs demand judgment against Defendants, its representatives and agents, for compensatory damages, consequential damages, punitive damages, interest, attorney's fees and costs together with such other and further relief as this Court may deem just and proper.

Rader Law, LLC

Dated: 5/8/18

By: 
Brian M. Rader, Esquire

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4 Brian M. Rader, Esq. is designated as trial counsel in this matter.

NOTICE PURSUANT TO RULE 1:5-1(a) and RULE 4:18-4(c)

Take notice that, pursuant to R. 1:5-1(a) and R. 4:18-4(c), Plaintiffs hereby demand that each party named in the complaint that serves or receives pleadings of any nature (including discovery) to or from any other party to the action, forward copies of same along with any

documents provided in answer or response thereto to counsel for Plaintiffs and take notice that this is a continuing demand.

CERTIFICATION PURSUANT TO R. 4:-1

The undersigned certifies that, upon their initial review of this matter, that no other action or arbitration proceeding is currently contemplated and that they are unaware of any other parties who currently should be joined to this action.

Rader Law, LLC



Brian M. Rader, Esquire

Dated: 5/8/18

CERTIFICATION PURSUANT TO RULE 1:38-7(b).

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b). I further certify that this dispute is not the subject of any other action pending in in any other court or pending arbitration proceeding to the best of my knowledge and belief. Also, to the best of my knowledge, no other action or arbitration proceeding is contemplated. Further, other than the parties set forth in this Complaint, I know of no other parties that should be made a part of this lawsuit. In addition, I recognize my continuing obligation to file and serve on all parties and the court an amended certification if there is a change in the facts stated in the original certification.

Rader Law, LLC



Brian M. Rader, Esquire

Dated: 5/8/18

EXHIBIT “A”



RULES AND REGULATIONS RIDER REGARDING LEASING OF APARTMENTS

UNIT #: _____

The Building has certain rules regarding the leasing of apartment which must be acknowledge and agreed to by all purchasers of units in the building.

Please be advised of the following:

1. All tenants must be approved by the Managing Agent.
2. No lease may be signed for a period of less than one (1) year.
3. An application fee of \$250.00 payable to Shuster Property Management is required.
4. A copy of the tenant/s ID and SS Card is required.
5. Filled out application
6. A copy of credit report and background check is required.
7. Minimum of 2 referrals
8. A copy of tenant lease is required.

AGREED TO AND ACCEPTED:

Unit Owner's Signature

Date: _____



RESTRICTIONS ON LEASING

1. No Residential Unit shall be leased by its Owner for a period of less than a year, nor used for transient or hotel purposes, which shall be defined as rental for a period of less than one year or any rental where the resident is provided customary hotel services.
2. No Residential Unit owner may lease less than an entire Residential Unit.
3. Each Unit owner, prior to leasing its Unit, will be required to pay a Non- refundable application fee of \$ 250. 00 to Shuster Property Management, approval of tenant is subject to approval of Property Management Company.

Owner is responsible for obtaining credit check and any other checks that they require for rental of their home. This is not a responsibility of Property Management or HOA.

Civil Case Information Statement

Case Details: HUDSON | Civil Part Docket# L-001910-18

Case Caption: BIDA MARTA VS SHUSTER PROPERTY
MAN AGEMENT L

Case Initiation Date: 05/14/2018

Attorney Name: BRIAN M RADER

Firm Name: RADER LAW LLC

Address: 221 RIVER ST STE 9125

HOBOKEN NJ 07030

Phone:

Name of Party: PLAINTIFF : Bida, Marta

Name of Defendant's Primary Insurance Company

(if known): None

Case Type: LAW AGAINST DISCRIMINATION (LAD) CASES

Document Type: Complaint with Jury Demand

Jury Demand: YES - 6 JURORS

Hurricane Sandy related? NO

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? YES

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

05/14/2018
Dated

/s/ BRIAN M RADER
Signed

HUDSON COUNTY SUPERIOR COURT
HUDSON COUNTY
583 NEWARK AVENUE
JERSEY CITY NJ 07306

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (201) 217-5162
COURT HOURS 8:30 AM - 4:30 PM

DATE: MAY 14, 2018
RE: BIDA MARTA VS SHUSTER PROPERTY MANAGEMENT L
DOCKET: HUD L -001910 18

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 3.

DISCOVERY IS 450 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON JOSEPH A. TURULA

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 001
AT: (201) 795-6116.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

ATT: BRIAN M. RADER
RADER LAW LLC
221 RIVER ST STE 9125
HOBOKEN NJ 07030

ECOURTS

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Alleges Shuster Management, Fairmount Condo Association's Leasing Riders Are Discriminatory](#)
