

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ALTAGRACIA TEJADA, ELIBERTO SILVA,
NEWTON DECAMPOS, IVANA VUKSIC, ASHLEY
MARIMON, NICHOLAS LUCCI, and SUSANA
LOPEZ on behalf of themselves, and all others similarly
situated,

Plaintiffs,

-against-

LITTLECITY REALTY LLC, LITTLEBOY REALTY
LLC, ADEL ESKANDER and LINDA ESKANDER,

Defendants.

Civ. _____

**CLASS ACTION
COMPLAINT**

Plaintiffs ALTRAGRACIA TEJADA (“Ms. Tejada”), ELIBERTO SILVA (“Mr. Silva”), NEWTON DECAMPOS (“Mr. Decampos”), IVANA VUKSIC (“Ms. Vuksic”), ASHLEY MARIMON (“Ms. Marimon”), NICHOLAS LUCCI (“Mr. Lucci”), and SUSANA LOPEZ (“Ms. Lopez”), individually, and on behalf of all others similarly situated, by and through their attorneys, The Legal Aid Society and Cahill Gordon & Reindel LLP, bring this Class Action Complaint against Defendants LITTLECITY REALTY LLC (“Little City Realty LLC”), LITTLEBOY REALTY LLC (“Little Boy Realty LLC”), ADEL ESKANDER and LINDA ESKANDER (hereinafter collectively referred to as “Defendants”) and state the following:

PRELIMINARY STATEMENT

1. Defendants maintain a decade-long practice of intentionally targeting and displacing Latino tenants in two buildings, which they own and operate, in the Sunset Park neighborhood of Brooklyn. Although Defendants were previously sued by Latino tenants for harassing and discriminatory practices in 2003, Defendants have persisted in their disparate treatment of Latino tenants.

2. Defendants repeatedly harass Latino tenants at their buildings, with the intent of displacing these tenants, by requiring only tenants who are perceived as Latino to provide proof of their legal immigration status when they renew their leases; by bringing frivolous eviction proceedings against Latino tenants; and by threatening and intimidating Latino tenants with explicit and implicit statements that indicate Defendants do not wish to rent to Latino tenants and other tenants of color.

3. In cases where Defendants have succeeded at displacing Latino tenants, Defendants have thereafter imposed unlawful rental increases and misrepresented the rent regulatory status of these apartments, in circumvention of the Rent Stabilization Law and Code, *inter alia* overcharging the new tenants.

4. Thus, Defendants infringe upon the rights of these new tenants by unlawfully deregulating their apartments; imposing rent increases in excess of those allowed by the Rent Stabilization Laws; and failing to provide them with rent stabilized leases.

5. Plaintiffs Ms. Tejada, Mr. Silva, Mr. Decampos, Ms. Vuksic, Ms. Marimon, Mr. Lucci, and Ms. Lopez and the other class members who are current and former tenants at the two buildings owned and operated by Defendants, seek damages and injunctive relief based on Defendants' pattern of discriminatory treatment from 2001 through the present.

6. Plaintiffs Ms. Tejada, Mr. Silva, Mr. Decampos, Ms. Vuksic, Ms. Marimon, Mr. Lucci, and Ms. Lopez, and the other class members further seek equitable relief to recover the amount of any residential overcharges imposed by Defendants; declaratory relief finding that the class members' tenancies in their respective apartments are subject to the Rent Stabilization Laws; enjoining Defendants and their agents, assignees, and successors

from offering any lease renewal in violation of the terms of the Rent Stabilization Laws and from filing retaliatory actions against the named Plaintiffs; and recovering monetary damages for Plaintiffs' injuries.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331, 1343 and 42 U.S.C. § 3613(a)(1)(A) because the claims alleged constitute unlawful housing discrimination pursuant to 42 U.S.C. § 3601 (b) *et seq.*

8. This Court has supplemental jurisdiction over Plaintiffs' state law and municipal law claims pursuant to 28 U.S.C. § 1367 because the federal, state and municipal law claims alleged are related to and arise out of the same set of facts.

9. Plaintiffs' action for declaratory, injunctive and other appropriate relief is authorized by 28 U.S.C. §§ 2201 and 2202, as well as Rule 57 of the Federal Rules of Civil Procedure.

10. Venue is proper pursuant to 28 U.S.C. § 1391 (b) because all claims alleged arise out of conduct taking place in Brooklyn, New York, in the Eastern District of New York.

PARTIES

11. Plaintiffs are current and former tenants of 601 40th Street, Brooklyn, NY 11232 ("601 Building") and 614 40th Street, Brooklyn, NY 11232 ("614 Building") (collectively hereinafter "subject buildings") who suffer from Defendants' discriminatory tactics and flagrant violations of the Rent Stabilization Laws.

12. Plaintiff ALTAGRACIA TEJADA is a brown-skinned Latina woman who moved into a rent stabilized apartment at the 614 Building in 2003. Ms. Tejada was born and raised in the Dominican Republic, and speaks Spanish as her native language.

13. Plaintiff ELIBERTO SILVA is a brown-skinned Latino man who moved into a rent stabilized apartment at the 614 Building in 1990. Mr. Silva was born and raised in Puerto Rico, and speaks Spanish as his native language.

14. Plaintiff NEWTON DECAMPOS is a brown-skinned Latino man who moved into his current rent stabilized apartment at the 601 Building in 1987. Mr. Decampos was born and raised in Brazil; he speaks Portuguese as his native language, but is also fluent in Spanish.

15. Plaintiff IVANA VUKSIC is a white woman who moved into an allegedly deregulated apartment at the 614 Building in 2015. Ms. Vuksic moved out of this apartment in December 2017.

16. Plaintiff ASHLEY MARIMON is a white woman who moved into an allegedly deregulated apartment at the 614 Building in 2014 with her partner, Plaintiff NICHOLAS LUCCI.

17. Plaintiff SUSANA LOPEZ is a fair-skinned Latina woman who moved into an allegedly deregulated apartment at the 614 Building in 2014. Ms. Lopez speaks English as her primary language.

18. Defendant LITTLE CITY REALTY LLC is a domestic limited liability company incorporated on July 29, 2003, and having its principal office at 221 Garfield Place, Brooklyn, NY 11215. Defendant Little City Realty LLC acquired title to the 614

Building pursuant to a purchase and sale agreement dated September 10, 2003. Upon information and belief, Defendant Little City Realty LLC has continuously owned and operated the 614 Building since purchase.

19. Defendant LITTLEBOY REALTY LLC is a domestic limited liability company incorporated on March 27, 2001, and having its principal office at 221 Garfield Place, Brooklyn, NY 11215. Defendant Little Boy Realty LLC acquired title to the 601 Building pursuant to a purchase and sale agreement dated May 29, 2001. Upon information and belief, Defendant Little Boy Realty LLC has continuously owned and operated the 601 Building since purchase.

20. Defendant ADEL ESKANDER is the Head Officer of Defendant companies Little City Realty LLC and Little Boy Realty LLC, according to publicly filed records with the New York City Department of Housing Preservation and Development. Defendant Adel Eskander is further listed as the designated managing agent of subject buildings.

21. Defendant LINDA ESKANDER is an Officer of Defendant companies Little City Realty LLC and Little Boy Realty LLC, according to publicly filed records with the New York City Department of Housing Preservation and Development. Defendant Linda Eskander is further listed as a managing agent of the 614 Building.

GOVERNING LAW

The Fair Housing Act

22. The Fair Housing Act, 42 U.S.C. Chapter 45, proscribes unlawful discrimination in the sale or rental of housing. 42 U.S.C. § 3604(b) provides that it shall be an unlawful practice to “discriminate against any person in the terms, conditions, or

privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, or national origin.”

23. Where an unlawful discriminatory housing practice has occurred, 42 U.S.C. § 3613(c)(1) provides that a court may award the plaintiff “actual and punitive damages, and . . . any permanent or temporary injunction, temporary restraining order, or other order (including an order enjoining the defendant from engaging in such practice or ordering such affirmative action as may be appropriate).”

24. Pursuant to 42 U.S.C. § 3613(c)(2), a court may also grant reasonable attorney’s fees to the prevailing party.

New York City Human Rights Law

25. The New York City Human Rights Law of the New York City Administrative Code (“N.Y.C. Admin. Code”), Title 8 also prohibits unlawful discrimination in the sale or rental of housing within the municipality of New York City.

26. N.Y.C. Admin. Code § 8-107(5)(1)(b) provides that it shall be an unlawful practice to “discriminate against any such person or persons in the terms, conditions or privileges of the sale, rental or lease of any such housing accommodation or an interest therein or in the furnishing of facilities or services in connection therewith” because of the “actual or perceived race, creed, color, national origin, gender, age, disability, sexual orientation, uniformed service, marital status, partnership status, or alienage or citizenship status of any person or group of persons.”

27. N.Y.C. Admin. Code § 8-107(5)(2) further provides it shall be an unlawful practice to “to declare, print or circulate or cause to be declared, printed or circulated any statement, advertisement or publication, or to use any form of application for the purchase, rental or lease of such a housing accommodation or an interest therein or to make any record or inquiry in conjunction with the prospective purchase, rental or lease of such a housing accommodation or an interest therein which expresses, directly or indirectly, any limitation, specification or discrimination as to race, creed, color, national origin, gender, age, disability, sexual orientation, uniformed service, marital status, partnership status, or alienage or citizenship status.”

The New York City Housing Maintenance Code

28. N.Y.C. Admin. Code, Title 27 sets out the rules for the maintenance and habitability of residential dwellings in New York City.

29. N.Y.C. Admin. Code § 27-2004(a)(48) prohibits harassment, which is defined as “any act or omission by or on behalf of an owner that . . . causes or is intended to cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy,” which includes, but is not limited to: “repeated interruptions or discontinuances of essential services; and any other act 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 a dwelling unit that are intended to cause such person to vacate such dwelling unit or surrender or waive any rights in relation to his occupancy.” N.Y.C. Admin. Code § 27-2004(a)(48).

30. Upon a finding of harassment, the court may, in accordance with N.Y.C. Admin. Code § 27-2121, issue an order restraining the owner from engaging in further

harassment and directing the owner to ensure that no further harassment occurs. N.Y.C. Admin. Code § 27-2115(m)(2).

31. In addition, upon a finding of harassment, the court shall impose a civil penalty in an amount not less than \$1,000 and not more than \$10,000 for each dwelling unit in which a tenant or person lawfully entitled to occupancy of such unit has been the subject of such violation, and such other relief as the court deems appropriate. N.Y.C. Admin. Code § 27-2115(m)(2).

The Rent Stabilization Laws

32. The Emergency Tenant Protection Act of 1974, N.Y. Unconsol. Laws §§ 8621 *et seq.* and the Rent Stabilization Code, 9 NYCRR § 2520 *et seq.* (“Rent Stabilization Laws”) define the regulations for all rent stabilized apartments.

33. The Rent Stabilization Laws were enacted in response to a city-wide housing crisis, and as such, were designed to promote stability in the housing market by limiting the extent to which rents can be raised.

34. In general, the legal regulated rent charged in a rent stabilized apartment is based on the rent charged to the previous tenant. Title 9 NYCRR § 2522 *et seq.* enumerates four additional ways that the legal rent may be increased:

- a. Upon a tenant’s vacatur (9 NYCRR § 2522.2);
- b. In accordance with the New York City Rent Guidelines Board’s rules (9 NYCRR § 2522.2);

- c. Upon a substantial increase in the services provided to an individual apartment, and/or improvements installed in an individual apartment (9 NYCRR § 2522.4 (a)(1)); and
- d. Upon a finding of a Major Capital Improvement by the New York State Division of Housing Community and Renewal (“DHCR”) (9 NYCRR § 2522.4 (2)).

35. The New York City Rent Guidelines Board (“RGB”) places limits on rental increases on rent stabilized lease offers, depending on whether the lease is a renewal lease, or vacancy lease.

36. Where the legal regulated rent of a rent stabilized apartment is in dispute, and either the rent charged on the relevant base date cannot be determined and/or a full rental history is not provided, 9 NYCRR § 2522.6 (3) provides that the legal regulated rent shall be:

- a. “the lowest rent registered pursuant to section 2528.3 of this Title for a comparable apartment in the building in effect on the date the complaining tenant first occupied the apartment;” or
- b. “the complaining tenant's initial rent reduced by the percentage adjustment authorized by section 2522.8 of this Title;” or
- c. “the last registered rent paid by the prior tenant (if within the four year period of review);” or
- d. “if the documentation set forth in subparagraphs (i) through (iii) of this paragraph is not available or is inappropriate, an amount based on data

compiled by the DHCR, using sampling methods determined by the DHCR, for regulated housing accommodations.”

37. This framework for calculating the legal rent is often referred to as the “DHCR default formula.”

38. Additionally, the Rent Stabilization Laws provide that lease agreements offered to rent stabilized tenants “shall be on the same terms and conditions as the expired lease, except where the owner can demonstrate that the change is necessary in order to comply with a specific requirement of law or regulation applicable to the building.” See 9 NYCRR § 2522.5 (g)(1).

CLASS ALLEGATIONS

39. Plaintiffs bring this action individually and on behalf of a class defined as all current and former tenants of the 601 Building and the 614 Building, pursuant to Rule 23 of the Federal Rules of Civil Procedure.

40. In addition, Plaintiffs propose two Sub-Classes consisting of (1) all current and former Latino tenants, and tenants perceived to be Latino, of subject buildings; and (2) all current and former tenants of subject buildings who reside, or resided, in apartments that were purportedly deregulated by the Defendants (hereinafter referred to as “Sub-Class No. 1” and “Sub-Class No. 2”).

41. This Class, Sub-Class No. 1 and Sub-Class No. 2 are so numerous that joinder of all members is impracticable. According to publicly filed records with the New York City Department of Housing Preservation and Development, there are seventy-eight (78) apartments in subject buildings.

42. Based on Plaintiffs' investigation to date, subject buildings were both occupied predominantly by Latino tenants between 2001 and 2003, when Defendants acquired title to subject buildings. Immediately thereafter, Defendants engaged in patterns and practices causing the aggressive displacement of Latino tenants, directly resulting in a substantial increase in the number of purportedly deregulated apartments. More than 50% of the apartments in subject buildings were deregulated by the Defendants within a two-year period from 2007 to 2009, which is an atypical turnover rate.

43. Thus, the Class and Sub-Classes include an indeterminate number of tenants who have been constructively or actually displaced by Defendants' unlawful discriminatory practices. Although the exact number and identities of all members of the Class and Sub-Classes are currently unknown to Plaintiffs, it is reasonable to conclude that the Class consists of more than one hundred members.

44. There are numerous questions of fact and law common to Sub-Class No. 1 based on Defendants' practices. These include:

- a. Whether Defendants are engaging in unlawful housing discrimination based on their provision of different leases and lease requirements to Latino tenants and tenants perceived to be Latino, as compared to white tenants, and tenants perceived to be white;
- b. Whether Defendants are engaging in unlawful housing discrimination based on their commencement of baseless eviction proceedings against Latino tenants and tenants perceived to be Latino; and

- c. Whether Defendants are engaging in the unlawful harassment of Latino tenants and tenants perceived to be Latino, by repeatedly commencing baseless eviction proceedings against them and pressuring them to move out.

45. There are also numerous questions of fact and law common to Sub-Class No. 2 based on Defendants' conduct. These include:

- a. Whether Defendants have established a pattern, practice or policy of unlawfully deregulating apartments;
- b. Whether Defendants have established a pattern, practice or policy of overcharging tenants in contravention of the Rent Stabilization Laws; and
- c. Whether Defendants have established a pattern, practice or policy of failing to provide tenants with rent stabilized leases.

46. The named Plaintiffs' claims are typical of the claims of the Class in that the named Plaintiffs are current and former tenants of the 601 Building and 614 Building.

47. The named Plaintiffs' claims are typical of the claims of Sub-Class No. 1 in that Ms. Tejada, Mr. Silva, and Mr. Decampos are current tenants who are perceived by Latino by Defendants because they were born in Latin American countries, speak Spanish proficiently, are non-native English speakers, and have brown skin; and that (a) Defendants force them to sign lease agreements distinct from that of white tenants; (b) Defendants bring baseless eviction proceedings against them, as compared to white tenants; and (c) Defendants aggressively harass them with the intent of pressuring them to vacate their apartments.

48. The named Plaintiffs' claims are typical of the claims of Sub-Class No. 2 in that Ms. Vuksic, Ms. Marimon, Mr. Lucci and Ms. Lopez all reside, or have resided, in purportedly deregulated apartments, and that (a) Defendants misrepresent their apartments as deregulated; (b) Defendants have imposed rental increases on their apartments that are in contravention of the Rent Stabilization Laws; (c) Defendants have repeatedly failed to register the rents in their apartments as required by the Rent Stabilization Laws; and (d) the use of the DHCR default formula is needed to determine the lawful rents of their apartments.

49. Declaratory and injunctive relief are appropriate with respect to Sub-Class No. 1 and Sub-Class No. 2 because the Defendants have acted on grounds applicable to all members of each Sub-Class.

50. There are no material conflicts between the claims of the named Plaintiffs and members of the Class, Sub-Class No.1 or Sub-Class No. 2 that would make class certification inappropriate.

51. The named Plaintiffs, the proposed Class, Sub-Class No. 1 and Sub-Class No. 2 are represented by The Legal Aid Society and Cahill, Gordon & Reindel LLP, whose attorneys are experienced in housing discrimination and class action litigation, respectively, and who will adequately represent the Class, Sub-Class No. 1 and Sub-Class No. 2.

52. A class action is superior to other available methods for a fair and efficient adjudication of this matter in that the prosecution of separate actions by individual class members, whose claims are capable of repetition yet evading review, would unduly burden the Court and create the possibility of conflicting decisions.

53. Class certification in this action is proper and necessary, as Defendants engage in unlawful housing discrimination against all Class members. Although members of Sub-Class No. 1 suffer the most harm as a result of Defendants' discriminatory course of conduct, all Class members are deprived of their right to fair housing based on Defendants' racial discrimination. Additionally, Defendants infringe upon the rent stabilization rights of all members of Sub-Class No. 2.

FACTUAL ALLEGATIONS

A. Defendants demand that Ms. Tejada and Mr. Silva affirm their immigration status when renewing their leases

54. Ms. Tejada and Mr. Silva reside in two rent stabilized apartments in the 614 Building, a 35-unit building located in the Sunset Park neighborhood in Brooklyn. Ms. Tejada moved into the 614 Building in 2003. Mr. Silva moved into the 614 Building in 1990.

55. Mr. Decampos resides in a rent stabilized apartment in the 601 Building, a 43-unit building located directly across the street from the 614 Building. Mr. Decampos moved into the 601 Building in 1982, and into his current apartment in 1987.

56. Ms. Tejada, Mr. Silva and Mr. Decampos are all brown-skinned Latino tenants who speak Spanish proficiently, and are non-native English speakers.

57. Upon information and belief, Ms. Tejada, Mr. Silva and Mr. Decampos maintained a cordial and professional relationship with the former Building owners, Defendants' predecessors-in-interest.

58. Upon information and belief, Ms. Tejada, Mr. Silva and Mr. Decampos were never asked to sign any lease addendum or any auxiliary documents in conjunction with their rent stabilized renewal leases by the former Building owners.

59. Upon information and belief, subject buildings were occupied by predominantly Latino tenants until Defendants acquired both Buildings.

60. Upon information and belief, as soon as Defendants acquired title to subject buildings, they began to engage in a series of tactics to displace Latino tenants from both Buildings, which continues through the present day.

61. Defendants' discriminatory tactics include: offering different leases to Latino tenants which require them to affirm their legal immigration status at the time of lease renewal; commencing frivolous eviction proceedings against Latino tenants; repeatedly informing Latino tenants that they only want to rent to white tenants; and aggressively offering buy-out agreements to induce Latino tenants to move out.

i. The 601 Building

62. Defendants acquired title to the 601 Building in May 2001. Immediately thereafter, and upon information and belief, Defendants began asking Mr. Decampos and other Latino tenants at the Building what their immigration status was, and asking them to move out.

63. After the Defendants repeatedly refused to offer renewal leases to Latino tenants who did not provide their immigration documentation, a group of Latino tenants commenced an action in Supreme Court of the State of New York, Kings County, against Defendants LittleBoy Realty LLC, Adel Eskander and Linda Eskander on the grounds that

inter alia they were refusing to offer renewal leases to Latino tenants as required by the Rent Stabilization Laws, engaging in unlawful harassment, and discriminating against Latino tenants. 601 40th Street Tenants Association et al. v. Adel Eskander, Linda Eskander and LittleBoy Realty LLC, Index No. 24753/03.

64. Upon information and belief, this litigation was ultimately resolved in November 2003 by a Stipulation of Settlement wherein Defendants agreed to refrain from requiring any tenant or occupant to furnish proof of legal residence in the U.S., and from putting any preconditions on the issuance of a renewal lease other than proof of the tenant's identity.

65. Upon information and belief, this litigation at the 601 Building was settled at the same time that Defendants acquired title to the 614 Building. Notwithstanding this settlement, Defendants began to engage in the same discriminatory and unlawful behavior against the Latino tenants in the 614 Building almost immediately after purchasing it.

ii. The 614 Building

66. Defendants acquired title to the 614 Building in September 2003. Immediately thereafter, and upon information and belief, Defendants began asking Latino tenants at the 614 Building what their immigration status was, and demanding that Latino tenants move out of the Building.

67. On or around December 2003, Defendants told Ms. Tejada – a rent stabilized tenant – that they would not offer her a renewal lease unless she signed an addendum to her lease affirming that she had legal immigration status in the United States.

68. Afraid to lose her apartment, and with nowhere else to go, Ms. Tejada obliged and agreed to sign the lease addendum.

69. Shortly thereafter, Defendants offered Ms. Tejada a two-year rent stabilized renewal lease commencing on February 1, 2004.

70. This renewal lease explicitly provides that an “Addendum” is “attached and made part of this Lease.”

71. Defendants’ renewal lease offer also included a two-page “Lease Addendum,” which was annexed to the renewal lease.

72. Defendants’ included language at the beginning of this “Lease Addendum” which endeavored to incorporate the addendum into Ms. Tejada’s rent stabilized lease.

73. This “Lease Addendum” contains eleven (11) numbered paragraphs. Paragraph No. 10, titled “Legal Status,” provides:

- a. “All applicants and/or residents must have legal immigration status in the US. In order for Landlord to enter into any Lease Agreements or Lease Renewal Agreements with applicants and/or residents, applicants or residents must submit proof of legal immigration status in the United States.”

74. Paragraph No. 10 further enumerates a list of five (5) “acceptable documents” sufficient to show proof of legal immigration status:

- a. “(1) U.S. Birth Certificate;”
- b. “(2) U.S. Passport;”
- c. “(3) Permanent Resident Immigration Card;”

- d. “(4) Foreign passport stamped with permanent permission/extended duration to stay in the United States;” and
- e. “(5) Any other documentation from Immigration and Naturalization Services (INS) that prove permission to the applicant and/or resident to stay in the United States.”

75. In 2006, Defendants offered Ms. Tejada a two-year rent stabilized renewal lease commencing on February 1, 2006, with an annexed two-page Lease Addendum containing the aforementioned “Legal Status” provisions.

76. Defendant Linda Eskander personally signed the Lease Addendum annexed to Ms. Tejada’s 2006 renewal lease.

77. In 2008, Defendants offered Ms. Tejada a two-year rent stabilized renewal lease commencing on February 1, 2008, with an annexed two-page Lease Addendum containing the aforementioned “Legal Status” provisions.

78. Defendant Linda Eskander personally signed the Lease Addendum annexed to Ms. Tejada’s 2008 renewal lease.

79. In 2010, Defendants offered Ms. Tejada a two-year rent stabilized renewal lease commencing on February 1, 2010, with an annexed two-page Lease Addendum containing the aforementioned “Legal Status” provisions.

80. Defendant Linda Eskander personally signed the Lease Addendum annexed to Ms. Tejada’s 2010 renewal lease.

81. In 2012, Defendants offered Ms. Tejada a two-year rent stabilized renewal lease commencing on February 1, 2012, with a two-page Lease Addendum containing the aforementioned “Legal Status” provisions.

82. In 2014, Defendants offered Ms. Tejada a rent stabilized renewal lease commencing on January 1, 2014, with a two-page Lease Addendum containing the aforementioned “Legal Status” provisions.

83. In 2015, an agent of the Defendants learned that Ms. Tejada had become a naturalized United States citizen, and asked Ms. Tejada to provide proof of such in person. This agent came to Ms. Tejada’s apartment and personally reviewed her citizenship documentation, at Defendants’ request.

84. Upon information and belief, Defendants began to require that Mr. Silva sign the same Lease Addendum that is annexed to Ms. Tejada’s renewal leases in 2004, and continued this practice at each yearly lease renewal thereafter.

85. In 2012, Defendants offered Mr. Silva a one-year rent stabilized renewal lease commencing on September 1, 2012, with an annexed two-page Lease Addendum containing the aforementioned “Legal Status” provisions. Upon information and belief, Mr. Silva returned his signed lease to the Defendants without the annexed Lease Addendum.

86. On September 14, 2012, Defendant Little City Realty LLC sent a letter personally signed by Defendant Linda Eskander, which reads as follows:

a. “Dear Eliberto:

Enclosed is your new Lease. You signed and returned the Lease to us, but detached the Lease Addendum that was sent to you attached with the Lease.

Please note, detaching the Addendum, does not change the fact that the paragraphs on the Addendum won't apply [sic]. These rules and regulations were enforced as per paragraph 20 of your original Lease . . .”

87. In 2013, Defendants offered Mr. Silva a one-year rent stabilized renewal lease commencing on September 1, 2013, with an annexed two-page Lease Addendum containing the aforementioned “Legal Status” provisions.

88. In 2014, Defendants offered Mr. Silva a one-year rent stabilized renewal lease commencing on September 1, 2014 with an annexed two-page Lease Addendum containing the aforementioned “Legal Status” provisions.

89. In 2015, Defendants offered Mr. Silva a one-year rent stabilized renewal lease commencing on September 1, 2015 with an annexed two-page Lease Addendum containing the aforementioned “Legal Status” provisions.

90. In 2016, Defendants offered Mr. Silva a one-year rent stabilized renewal lease commencing on September 1, 2016 with an annexed two-page Lease Addendum containing the aforementioned “Legal Status” provisions.

91. In 2017, Defendants offered Mr. Silva a one-year rent stabilized renewal lease commencing on September 1, 2017 with an annexed two-page Lease Addendum containing the aforementioned “Legal Status” provisions. This lease is currently in effect.

92. Upon information and belief, from 2004 – 2015, Defendants required Ms. Tejada to sign a two-page Lease Addendum that was annexed to her rent stabilized renewal leases, and which obligated her to affirm that her legal immigration status in order to

continue renting an apartment at the 614 Building. This practice was discontinued in 2016, only after Defendants obtained documentary proof that Ms. Tejada was a naturalized United States citizen. Once Defendants obtained this proof, Defendants resorted to other means to try and displace Ms. Tejada from her apartment.

93. Upon information and belief, from at least 2012 through 2017, Defendants have required Mr. Silva to sign a two-page Lease Addendum that is annexed to his rent stabilized renewal leases, and which obligates him to affirm his legal immigration status in order to continue renting an apartment at the 614 Building. Significantly, this requirement is still imposed upon Mr. Silva even though he is in fact a natural born United States citizen, based on Defendants' discriminatory and baseless assumption that all Latinos lack valid immigration status, and furthermore, that the imposition of this requirement will induce Mr. Silva to vacate his apartment.

94. Upon information and belief, from 2004 through 2015 for Ms. Tejada, and from 2004 through the present day for Mr. Silva, Defendants have endeavored to incorporate the two-page Lease Addendum and its provisions into the renewal leases executed by Ms. Tejada and Mr. Silva, thereby materially changing the terms of their rent stabilized tenancies.

95. Upon information and belief, Defendants have intentionally conditioned Ms. Tejada's and Mr. Silva's tenancies at the 614 Building upon their acceptance of this Lease Addendum. Although the Rent Stabilization Laws provide that rent stabilized tenants are legally entitled to renew their leases on the same terms and conditions as their initial lease, Defendants refuse to do so unless Ms. Tejada and Mr. Silva agree to the terms of the Lease

Addendum, and consequently, affirm their legal immigration status to Defendants. By so doing, Ms. Tejada's and Mr. Silva's continued occupancy at the 614 Building is expressly contingent upon, and also limited by, their legal immigration status, along with the other provisions in the Lease Addendum.

96. Upon information and belief, Defendants impose this additional rental obligation on Latino Plaintiffs and class members as a mean of displacing Latino tenants from subject buildings.

97. Based on the foregoing, Defendants have intentionally and repeatedly offered different leases to Latino Plaintiffs Ms. Tejada and Mr. Silva, as compared to white tenants; and have imposed a limitation upon Plaintiffs' tenancies at the 614 Building which is not so imposed on white tenants.

B. Defendants commence baseless summary eviction proceedings against Latino tenants as a means of harassment

98. Upon information and belief, Defendants have aggressively pursued frivolous litigation against tenants who present as Latino in order to evict them from subject buildings. On numerous occasions, Defendants and Defendants' attorneys admitted that they lacked solid legal justifications for maintaining the litigation brought against Plaintiffs.

99. In so doing, Defendants' baseless litigation represents another tactic to induce Plaintiffs to vacate their apartments. Furthermore, Defendants repeatedly and explicitly asked Plaintiffs to vacate their apartments during the course of the proceedings brought against them.

i. Defendants' history of litigation and harassment against Ms. Tejada

100. Upon information and belief, from 2010 to 2016, Defendants commenced five eviction proceedings against Ms. Tejada. Defendants lacked sufficient legal grounds for bringing at least four of the proceedings commenced against Ms. Tejada. Nevertheless, Defendants used the proceedings, and the many corresponding court appearances, as a means to pressure Ms. Tejada to vacate her apartment.

101. In 2010, Defendants brought a nonpayment proceeding against Ms. Tejada in Brooklyn Housing Court, alleging that she owed rental arrears.

102. On the morning of the first appearance in Housing Court, Defendant Adel Eskander asked Ms. Tejada how she planned to respond to the proceeding against her, and whether she was going to move out of her apartment at the 614 Building.

103. Ms. Tejada replied that she had no place to go, and as such, had no intention of vacating her apartment at the 614 Building.

104. Defendant Adel Eskander then responded “We can give you your security deposit back, and my wife [Defendant Linda Eskander] can help you look for a place. I don’t like having Latinos, blacks or Chinese [sic] here because they’re sedentary. They never move. I need people to move.”

105. Upon information and belief, this proceeding was settled on consent.

106. At the end of 2011, Ms. Tejada traveled to her native Dominican Republic for the winter holidays. Before leaving, she informed Defendants that she would be out of the country, and pre-paid the rents that would become due via check in advance of her vacation.

107. Upon returning home after her vacation, Ms. Tejada learned that the Defendants failed to cash her rent checks, and had commenced a frivolous nonpayment proceeding against her in May 2012.

108. At the first appearance in Housing Court, Ms. Tejada confronted Defendant Adel Eskander and asked, “Why are you bringing me to court when I left the rent money for you before I left?” Defendant Adel Eskander responded “I pay taxes. I need whites who will move in [to the Building] and then move out.”

109. This nonpayment proceeding was quickly settled on consent, when Defendants finally accepted the funds Ms. Tejada had previously attempted to furnish before her travels.

110. In June 2014, Defendants commenced their third eviction proceeding against Ms. Tejada based on the nonpayment of rent. Defendants agreed to voluntarily discontinue this proceeding on the first court appearance, as Ms. Tejada did not owe any rental arrears at that time.

111. In the winter of 2014, Ms. Tejada again traveled to her native Dominican Republic for the winter holidays. Ms. Tejada left rent checks with the Defendants for the rent that would become due in her absence.

112. Just as in 2012, Defendants again failed to cash Ms. Tejada’s rent checks; and instead, commenced a frivolous nonpayment proceeding against her in March 2015. At that time, Ms. Tejada was pregnant with twins.

113. Ms. Tejada, who did not have attorney, traveled back and forth to court on numerous occasions throughout 2015 in order to defend herself in this proceeding. At each court appearance, Defendants would pressure Ms. Tejada to vacate her apartment.

114. Overwhelmed by Defendants' harassment, Ms. Tejada miscarried one of her twins during the course of this proceeding, which her obstetrician told her was a result of undue stress. Her obstetrician then classified her pregnancy as a "high risk pregnancy," and encouraged Ms. Tejada to rest.

115. Unfortunately, Ms. Tejada had no choice but to continue appearing in court in this proceeding. Consequently, Ms. Tejada gave birth to her daughter prematurely – at 32 weeks – which she attributes to Defendants' relentless harassment.

116. In November 2015, Ms. Tejada obtained assistance from the not-for-profit organization CAMBA to help cover the cost of her rental arrears for this proceeding. Shockingly, Ms. Tejada was forced to file two Orders to Show Cause in Brooklyn Housing Court in order to compel the Defendants to accept her rental arrears.

117. On December 16, 2015, Ms. Tejada submitted an affidavit in support of her Order to Show Cause alleging that the Defendant Adel Eskander "refuses to acknowledge my tenancy to CAMBA who has contacted him [Defendant Adel Eskander] on several occasions to attempt to get arrears paid;" and "He refuses to give a current breakdown or a mailing address for checks to be sent. . . [he] refuses to cooperate to get arrears paid."

118. On January 5, 2016, Ms. Tejada again submitted an affidavit in support of her second Order to Show Cause alleging that Defendant Adel Eskander refused to accept the money offered by CAMBA.

119. As such, it is evident that Defendants are not motivated to bring nonpayment proceedings against Ms. Tejada to obtain to rental arrears, but instead, do so in order to secure an eviction against her.

120. In November 2016, Ms. Tejada notified Defendant Adel Eskander via text message that the water temperature in her apartment was dangerously high, and that her daughter – who was one year old at the time – had been burned by the water as a result. On November 24, 2016, Defendant Adel Eskander responded “Babies don’t know how to test the water temperature mommies do. So it’s not my fault it’s nor ur baby’s fault it’s ur fault [sic].”

121. When Ms. Tejada replied by sending pictures of her daughter’s burned hand, hoping to inspire a more sympathetic response, Defendant Adel Eskander replied with more vitriol, saying “Mommy needs to be carful [sic] Sorry that u r a bad mommy.” He then threatened to call social services, intimating that he could have Ms. Tejada’s young child taken away from her.

122. In December 2016, Defendants commenced a holdover eviction proceeding against Ms. Tejada, alleging that she installed a new stove and refrigerator in her kitchen, and in so doing, that she had violated a substantial obligation of her lease. This case was also baseless in light of Ms. Tejada’s notice to Defendants of the defective condition of her stove and refrigerator and Defendants subsequent failure to timely repair those appliances.

123. In May 2017, Defendants consented to convert the holdover proceeding to a nonpayment proceeding, effectively conceding that they did not have grounds to maintain a holdover proceeding against her based on this conduct.

124. In July 2017, Ms. Tejada consented to settling the case by furnishing all the rental arrears that became due during the course of the holdover proceeding, and by allowing Defendants to increase her rent based on the refrigerator which she had installed, thereby giving Defendants a windfall.

ii. Defendants' history of litigation and harassment against Mr. Silva

125. From November 2016 through September 2017, Defendants instituted two baseless legal proceedings against Mr. Silva, and repeatedly asked him to vacate his apartment.

126. In October 2016, Mr. Silva was awakened by the building fire alarm, which was triggered when some tenants opened the door to the roof. Mr. Silva immediately reported this incident to the Defendants, who failed to address the alarm that was needlessly sounding and disrupting other tenants.

127. After speaking with a neighbor, Mr. Silva tried to turn off the building fire alarm, so that he and his neighbors could sleep peacefully through the night.

128. In November 2016, Defendants called the police to report that Mr. Silva had tampered with their property, based on his attempt to prevent the fire alarm at the 614 Building from sounding repeatedly.

129. Mr. Silva was subsequently arrested and spent several hours in jail until police officers learned that the Defendants and Mr. Silva were in a landlord-tenant relationship, and that the alleged tampering had happened a month prior. The police then declined to charge Mr. Silva with any crime.

130. In December 2016, Defendants commenced a proceeding against Mr. Silva in the Red Hook Community Justice Court based on the same incident.

131. Upon information and belief, this case was later dismissed, due to Defendants' non-appearance in Court.

132. During this time, Defendants repeatedly asked Mr. Silva to vacate his apartment; however, Mr. Silva refused to vacate.

133. In June 2017, Defendants commenced a holdover proceeding against Mr. Silva in Brooklyn Housing Court, based on the same incident, which they alleged constituted nuisance-like behavior.

134. Mr. Silva retained the Legal Aid Society to represent him in his Housing Court proceeding. Shortly after Mr. Silva retained Counsel, Defendants voluntarily agreed to discontinue their Housing Court proceeding, and admitted to Plaintiff's Counsel that they did not have a sound legal basis for maintaining the eviction proceeding.

iii. Defendants history of litigation and harassment against Mr. Decampos

135. From June 2016 to June 2017, Defendants commenced two baseless Housing Court proceedings against Mr. Decampos, in retaliation for him complaining of repair issues in his apartment.

136. On February 7, 2016, the New York City Department of Housing and Preservations ["HPD"] performed an inspection of Mr. Decampos' apartment based on his complaints, and issued three (3) violations based on the presence of dangerous conditions, including mold, a missing smoke detector, and a malfunctioning carbon monoxide detector.

137. Following the issuance of these violations, Defendants commenced an eviction proceeding against Mr. Decampos in June 2016 alleging that he was creating a nuisance by removing the very same smoke detector and carbon monoxide detector.

138. After Mr. Decampos retained an attorney, Defendants agreed to voluntarily discontinue the proceeding. In so doing, Defendants effectively conceded that they had no legal basis to continue the proceeding against Mr. Decampos.

139. Defendants then commenced a second holdover case against Mr. Decampos in June 2017 alleging that he failed to provide the Defendants access to his apartment in February 2017 in order to perform repair work.

140. In actuality, HPD had already performed the needed repair work in the winter of 2017 – months before this June 2017 proceeding was commenced – after Mr. Decampos spent four months without heat in his apartment, from October 2016 through February 2017. HPD was forced to do this repair work after the Defendants removed, and then failed to replace, Mr. Decampos' radiator. Relatedly, on April 6, 2017, HPD performed an inspection of Mr. Decampos' apartment and issued five (5) violations based on the presence of dangerous conditions, including a lack of heat.

141. During both eviction proceedings, Mr. Decampos was repeatedly pressured to vacate his apartment by Defendants and Defendants' counsel.

C. Defendants offer less favorable lease terms to Latino tenants, as compared to white tenants and tenants perceived as white

142. At all times relevant to this proceeding, and upon information and belief, Defendants offer different leases to white tenants, and tenants the Defendants perceive as

white, which do not condition their occupancy in the Building on their assent to the Lease Addendum, as required by Ms. Tejada and Mr. Silva.

143. At all times relevant to this proceeding, and upon information and belief, Defendants have never asked Ms. Vuksic, Ms. Marimon, Mr. Lucci, or Ms. Lopez, all of whom are white, or whom the Defendants perceive to be white, to sign a Lease Addendum.

144. At all times relevant to this proceeding, and upon information and belief, Defendants have never offered Ms. Vuksic, Ms. Marimon, Mr. Lucci or Ms. Lopez any lease, nor lease addendum, with the “Legal Status” provisions as required by Ms. Tejada and Mr. Silva.

145. At all times relevant to this proceeding, and upon information and belief, Defendants have never conditioned Ms. Vuksic’s, Ms. Marimon’s, Mr. Lucci’s or Ms. Lopez’s rental of their apartments upon proof of their legal immigration status.

146. Ms. Vuksic’s lease is identical to the jointly signed lease of Ms. Marimon and Mr. Lucci. Their leases are specifically drafted to allow for the rental of apartments at the 614 Building irrespective of legal immigration status.

147. Paragraph No. 2 of the most recent lease offered to Ms. Vuksic, Ms. Marimon, Mr. Lucci and Ms. Lopez is entitled “Acceptable Forms of Identifications [sic],” and provides:

- a. “In order for Landlord to enter into any Lease Agreements or Lease Renewal Agreements with applicants and/or residents applicants or residents must submit the following **proof of identity**. All applicants and/or residents must have a government issued ID (emphasis added).”

148. Whereas, the corresponding provision in Ms. Tejada and Mr. Silva's lease addendums requires applicants or residents to provide "**proof of legal immigration status in the United States** (emphasis added)."

149. Ms. Vuksic's, Ms. Marimon's, Mr. Lucci's and Ms. Lopez's lease goes on to enumerate seven (7) acceptable documents sufficient to prove proof of identity. These documents include the five documents enumerated in Ms. Tejada and Mr. Silva's lease addendums, as well as:

- a. "(6) State issued driver's license;" and
- b. "(7) State issued ID."

150. These two additional forms of identification are starkly omitted from the lease addendums of Ms. Tejada and Mr. Silva.

151. When the leases of Ms. Tejada and Mr. Silva are compared with that of Ms. Vuksic, Ms. Marimon, Mr. Lucci, and Ms. Lopez, it is clear that Defendants drafted the latter in order to offer more accommodating leases to white tenants at the 614 Building.

152. Conversely, Defendants deliberately and repeatedly fail to provide Latino tenants with this same accommodation, in order to intimidate and discourage them from continuing to rent apartments at subject buildings. Defendants further place a rental condition upon Latino tenants which is not so placed upon white tenants, and tenants the Defendants perceive as white.

D. Defendants unlawfully deregulate apartments, and fail to provide tenants with rent stabilized leases

i. Ms. Vuksic's apartment

153. Ms. Vuksic moved into the 614 Building in 2015. At that time, Defendants represented that her apartment was deregulated, and offered her a market-rate lease.

154. Ms. Vuksic's initial lease agreement, and each subsequent lease agreement, provides that her apartment is not subject to the Rent Stabilization Laws. At no point have Defendants offered Ms. Vuksic a rent stabilized lease.

155. According to the information Defendants provided to DHCR, and upon information and belief, Ms. Vuksic's apartment, #C3, was previously registered as rent stabilized.

156. Upon information and belief, Defendants registered a rent stabilized tenant named "Angel Pinto" in Apartment #C3 with DHCR, and registered the rent as \$788.66 for a two year lease commencing March 1, 2006 and ending February 28, 2008.

157. Upon information and belief, Defendants then registered Apartment #C3 as exempt from the Rent Stabilization Laws on July 29, 2008, due to "high rent vacancy."

158. Upon information and belief, Defendants did not register any further rents in Apartment #C3 after July 29, 2008.

159. Pursuant to regulations promulgated by the New York City Rent Guidelines Board, the high rent vacancy threshold in the year 2008 was \$2,000; meaning that the legal rent for a rent stabilized apartment would have to be increased to at least \$2,000 in order for the apartment to be exempted from rent stabilization at that time.

160. According to the information Defendants provided to DHCR, and upon information and belief, there is no evidence of any apartment or building improvements that

would allow Defendants to lawfully increase the rent in Apartment #C3 to or in excess of \$2,000 in 2008.

161. Furthermore, although the Defendants represented to DHCR that the legal rent of Apartment #C3 was over \$2,000 in 2008, nine years later, Defendants charged Ms. Vuksic less than \$2,000.

162. In 2017, Defendants offered Ms. Vuksic's a lease with a monthly rent of \$1,800.

163. Moreover, Ms. Vuksic's initial lease, and all leases thereafter, provide that she has a "yearly preferential rent" which is lower than the supposed legal rent of the apartment – a type of rent reduction that is typically only afforded to rent stabilized tenants.

164. Based on all the foregoing, and upon information and belief, Defendants were not lawfully entitled to increase the rent in Apartment #C3 by over 154% in one year, from \$788.66 to \$2,000.00 and thus, not entitled to deregulate subject apartment.

165. Due to this unlawful deregulation, Ms. Vuksic should be declared a rent stabilized tenant from January 2015, when she took occupancy, to December 2017, when she vacated her apartment.

166. The use of the DHCR default formula is required to calculate what the legal rent for Apartment #C3 should be, due to Defendants' unlawful deregulation and failure to register the rents at Apartment #C3.

167. Upon information and belief, the use of the DHCR default formula will result in a rent lower than what was charged to Ms. Vuksic from January 2015 through December 2017.

168. Upon information and belief, Ms. Vuksic has suffered damages in the form of rent overcharges.

169. Upon information and belief, Defendants' overcharge of Ms. Vuksic was willful, entitling her to treble damages.

ii. Ms. Marimon's and Mr. Lucci's apartment

170. Ms. Marimon and Mr. Lucci moved into the 614 Building in 2014. At that time, Defendants represented that their apartment was deregulated, and offered them a market-rate lease.

171. Ms. Marimon's and Mr. Lucci's initial lease agreement, and each subsequent lease, provides that their apartment is not subject to the Rent Stabilization Laws. At no point did Defendants offer Ms. Marimon and Mr. Lucci a rent stabilized lease.

172. According to the information Defendants provided to DHCR, and upon information and belief, Ms. Marimon's and Mr. Lucci's apartment, #D4, was previously registered as rent stabilized.

173. Upon information and belief, Defendants registered a rent stabilized tenant named "Ortiz Angel" in Apartment #D4, and registered the rent as \$900.00 for a two year lease commencing April 1, 2003 and ending April 30, 2005.

174. In the middle of this lease term, Defendants then registered two new tenants named Kimberly Ronning and Jeffrey Cano, and registered the rent as \$1,150.00 for a one year lease commencing on February 1, 2004 and ending January 31, 2005.

175. According to regulations promulgated by the New York City Rent Guidelines Board, the maximum lease renewal increase for a one-year lease in 2004 was 17%. Consequently, Defendants were not legally entitled to increase the legal rent in Apartment #D4 by 28%, in the middle of a lease term.

176. Upon information and belief, in 2007, Defendants registered the legal rent for “Jeffrey Gano” as \$1,274.94 for a one year lease commencing February 1, 2007 and ending January 31, 2008.

177. Upon information and belief, in 2008, Defendants registered Apartment #D4 as exempt from the Rent Stabilization Laws on July 29, 2008, due to “high rent vacancy.”

178. Upon information and belief, Defendants did not register any further rents in Apartment #D4 after July 29, 2008.

179. Pursuant to regulations promulgated by the New York City Rent Guidelines Board, the high rent vacancy threshold in the year 2008 was \$2,000; meaning that the legal rent for a rent stabilized apartment would have to be increased to \$2,000 in order for the apartment to be exempted from rent stabilization at that time.

180. According to the information Defendants provided to DHCR, and upon information and belief, there is no evidence of any apartment or building improvements that would allow Defendants to lawfully increase the rent in Apartment # D4 to \$2,000.

181. Furthermore, although the Defendants represented to DHCR that the legal rent of Apartment #D4 was over \$2,000 in 2008, nine years later, Ms. Marimon and Mr. Lucci currently pay less than the high rent vacancy threshold.

182. In 2017, Defendants offered Ms. Marimon and Mr. Lucci a lease agreement with a monthly rent of \$1,725.

183. Moreover, Ms. Marimon's and Mr. Lucci's initial lease, and all leases thereafter, provide that they have a "yearly preferential rent" which is lower than the supposed legal rent of the apartment – a type of rent reduction that is typically only afforded to rent stabilized tenants.

184. Based on all the foregoing, and upon information and belief, Defendants were not lawfully entitled to increase the rent in Apartment #D4 by over 57% in one year, from \$1,274.94 to \$2,000.00.

185. Due to this unlawful deregulation, Ms. Marimon and Mr. Lucci should be declared rent stabilized tenants, and as such, are entitled to a rent stabilized lease.

186. The use of the DHCR default formula is required to calculate what the legal rent for Apartment #D4 should be, due to Defendants' unlawful deregulation and failure to properly register the rents at Apartment #D4.

187. Upon information and belief, the use of the DHCR default formula will result in a rent lower than what is currently being charged to Ms. Marimon and Mr. Lucci.

188. Upon information and belief, Ms. Marimon and Mr. Lucci have suffered damages in the form of rent overcharges.

189. Upon information and belief, Defendants' overcharge of Ms. Marimon and Mr. Lucci was willful, entitling them to treble damages.

iii. Ms. Lopez's apartment

190. Ms. Lopez moved into the 614 Building in 2014. At that time, Defendants represented that her apartment was deregulated, and offered her a market-rate lease.

191. Ms. Lopez's initial lease agreement, and each subsequent lease agreement, provides that her apartment is not subject to the Rent Stabilization Laws. At no point did Defendants offer Ms. Lopez a rent stabilized lease.

192. According to the information Defendants provided to DHCR, and upon information and belief, Ms. Lopez's apartment, #D8, was previously registered as rent stabilized.

193. Upon information and belief, Defendants registered a rent stabilized tenant named "Ana Paulino" in Apartment #D8 with DHCR, and registered the rent as \$980.85 for a two year lease commencing January 1, 2007 and ending December 31, 2008.

194. Upon information and belief, Defendants then registered Apartment #D8 as exempt from the Rent Stabilization Laws on August 4, 2009, due to "high rent vacancy."

195. Upon information and belief, Defendants did not register any further rents in Apartment #D8 after August 4, 2009.

196. Pursuant to regulations promulgated by the New York City Rent Guidelines Board, the high rent vacancy threshold in the year 2009 was \$2,000; meaning that the legal rent for a rent stabilized apartment would have to be increased to at least \$2,000 in order for the apartment to be exempted from rent stabilization at that time.

197. According to the information Defendants provided to DHCR, and upon information and belief, there is no evidence of any apartment or building improvements that would allow Defendants to lawfully increase the rent in Apartment #D8 to \$2,000.

198. Furthermore, although the Defendants represented to DHCR that the legal rent of Apartment #D8 was over \$2,000 in 2009, Defendants offered Ms. Lopez an initial lease for less than \$2,000 per month in rent in 2014.

199. Moreover, Ms. Lopez's initial lease, and all leases thereafter, provide that she has a "yearly preferential rent" which is lower than the supposed legal rent of the apartment – a type of rent reduction that is typically only afforded to rent stabilized tenants.

200. Based on all the foregoing, and upon information and belief, Defendants were not lawfully entitled to increase the rent in Apartment #D8 by over 104% in one year, from \$980.85 to \$2,000.00.

201. Due to this unlawful deregulation, Ms. Lopez should be declared a rent stabilized tenant, and as such, is entitled to a rent stabilized lease.

202. The use of the DHCR default formula is required to calculate what the legal rent for Apartment #D8 should be, due to Defendants' unlawful deregulation and failure to register the rents at Apartment #D8.

203. Upon information and belief, the use of the DHCR default formula will result in a rent lower than what is currently being charged to Ms. Lopez.

204. Upon information and belief, Ms. Lopez has suffered damages in the form of rent overcharges.

205. Upon information and belief, Defendants' overcharge of Ms. Lopez was willful, entitling her to treble damages.

CLAIMS FOR RELIEF

FIRST CAUSE OF ACTION – The Fair Housing Act

(on behalf of the Class)

206. Plaintiffs repeat and re-allege the allegations in the foregoing paragraphs as if fully set forth herein.

207. Defendants' conduct as described above constitutes unlawful discrimination against Plaintiffs and the Class in the proffered terms, conditions, or privileges of rental of a dwelling, because of actual or perceived race, color, religion, sex, familial status, or national origin in violation of the Fair Housing Act, 42 U.S.C. § 3604(b).

208. Plaintiffs and the Class are aggrieved persons as defined in 42 U.S.C. § 3602 (i), have been injured by Defendants' discriminatory conduct, and have suffered damages as a result.

209. Defendants' conduct was unlawful, intentional, willful, and made in disregard for the rights of others.

210. Accordingly, pursuant to 42 U.S.C. §§3613 (a) and (c), Plaintiffs and the Class are entitled to actual damages, punitive damages, injunctive relief, and reasonable attorneys' fees and costs.

SECOND CAUSE OF ACTION – The New York City Human Rights Law

(on behalf of the Class)

211. Plaintiffs repeat and re-allege the allegations in the foregoing paragraphs as if fully set forth herein.

212. Defendants' conduct as described above constitutes unlawful discrimination because of actual or perceived race or color with respect to the terms, conditions or privileges of the sale, rental or lease of any such housing accommodation or an interest therein in violation of the New York City Human Rights Law, N.Y.C. Admin. Code § 8-107(5)(1)(b).

213. Defendants' conduct as described above constitutes unlawful discrimination because of actual or perceived national origin, alienage or citizenship status with respect to the terms, conditions or privileges of the sale, rental or lease of any such housing accommodation or an interest therein in violation of the New York City Human Rights Law, N.Y.C. Admin. Code § 8-107(5)(1)(b).

214. Defendants' conduct as described above constitutes unlawful discrimination based on Defendants' use of any form of application for the purchase, rental or lease of a housing accommodation and inquiry in conjunction with the prospective purchase, rental or lease of such a housing accommodation which expresses any limitation, specification or discrimination as to alienage or citizenship status, in violation of the New York City Human Rights Law, N.Y.C. Admin. Code § 8-107(5)(2).

215. Plaintiffs and the Class have been injured by Defendants' discriminatory conduct and have suffered damages as a result.

216. Defendants' conduct was intentional, willful, and made in disregard for the rights of others.

217. Accordingly, pursuant to N.Y.C. Admin. Code §8-502(a) and 8-502(f), Plaintiffs and the Class are entitled to actual damages, punitive damages, injunctive relief and such other remedies as may be appropriate, and attorneys' fees and costs.

THIRD CAUSE OF ACTION – The Housing Maintenance Code
(on behalf of Sub-Class No.1)

218. Plaintiffs repeat and re-allege the allegations in the foregoing paragraphs as if fully set forth herein.

219. Plaintiffs and the members of Sub-Class No. 1 are entitled to an Order finding that Defendants' conduct as described above constitutes unlawful harassment in violation of N.Y.C. Admin. Code § 27-200d(5), and imposing civil penalties upon Defendants in accordance with N.Y.C. Administrative Code § 27-2115(m)(2).

220. Plaintiffs and the members of Sub-Class No. 1 are further entitled to an Order to Restrain Defendants from engaging in unlawful harassment pursuant to N.Y.C. Admin. Code §§ 27-2120(b) and 27-2115(m)(2).

FOURTH CAUSE OF ACTION – The Rent Stabilization Laws
Declaratory Judgment
(on behalf of Sub-Class No. 2)

221. Plaintiffs repeat and re-allege the allegations in the foregoing paragraphs as if fully set forth herein.

222. Plaintiffs and the members of Sub-Class No. 2 are entitled to a declaratory judgment setting forth that their apartments are subject to the Rent Stabilization Laws; declaring that they are entitled to all the benefits and protections of the Rent Stabilization Laws, including the provision of rent stabilized leases; establishing the base date initial legal

regulated rent for their apartments; and finding that leases offered by Defendants to Plaintiffs and the members of Sub-Class No. 2 are in contravention of the Rent Stabilization Laws are unlawful.

223. Plaintiffs and the members of Sub-Class No. 2 have no adequate remedy at law.

FIFTH CAUSE OF ACTION – THE RENT STABILIZATION LAWS

Rent Overcharges

(on behalf of Sub-Class No. 2)

224. Plaintiffs repeat and re-allege the allegations in the foregoing paragraphs as if fully set forth herein.

225. As an incident to a finding that Plaintiffs' and the members of Sub-Class No. 2's apartments are subject to rent stabilization, Plaintiffs and the members of Sub-Class No. 2 respectfully request that the Court set the initial legal base date and rent stabilized rent level, and award Plaintiffs and the members of Sub-Class No. 2 a judgment against the Defendant for overcharges of rent in an amount to be determined by this Court.

226. Plaintiffs and the members of Sub-Class No. 2 demand treble damages be awarded upon the entire willful overcharge by Defendants herein, as well as reasonable attorneys' fees for prosecution of Plaintiffs' and the members of Sub-Class No. 2's overcharge allegations, as an incident to the threshold issue of the regulatory status of the Plaintiffs' and the members of Sub-Class No. 2's apartments.

227. Plaintiffs and the members of Sub-Class No. 2 further demand reasonable attorneys' fees be awarded against the Defendant for the prosecution of this action, Plaintiffs' and the members of Sub-Class No. 2's efforts to secure a lawful rent stabilized lease agreement

at the correct legal rent, and Plaintiffs' and the members of Sub-Class No. 2's prosecution of any claim for rent overcharge pursuant to Real Property Law §234, RSL §26-516(a)(4), RSC §2526.1(d), and/or otherwise.

228. Plaintiffs and the members of Sub-Class No. 2 have no adequate remedy at law.

PRAYER FOR RELIEF

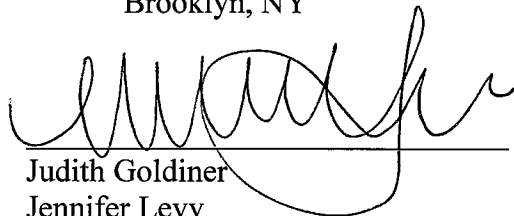
WHEREFORE, Plaintiffs respectfully request the following relief:

- a. An Order certifying the Class and Sub-Classes proposed by Plaintiffs, appointing Plaintiffs as representatives of the Class, and Sub-Classes, and appointing Plaintiffs' counsel as Counsel for the Class and Sub-Classes;
- b. An Order and Judgment declaring:
 - i. Defendants' practices constitute unlawful housing discrimination in violation of the Fair Housing Act, as amended, 42 U.S.C. § 3601 *et seq.*, and the N.Y.C. Administrative Code § 8-107 *et seq.*;
 - ii. Defendants' practices constitute harassment in violation of N.Y.C. Administrative Code § 27-200d(5);
 - iii. Plaintiffs and the Class members are entitled to all protections of the Rent Stabilization Laws at all times relevant to this proceeding, and consequently, that Defendants' practices are in violation of the Rent Stabilization Laws, and determining the lawful regulated rent in Plaintiffs' and the Class members' apartments;
 - iv. Establishing the base date and initial legal regulated rent for Plaintiffs' and Class members' apartments;

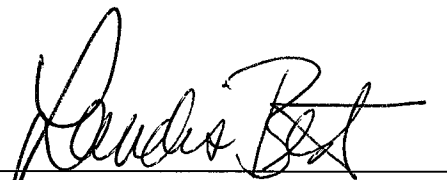
- c. An Order and Judgment enjoining Defendants, Defendants' agents, employees, and successors, from:
 - i. Discriminating against any person in the terms, conditions, or privileges of the rental or lease of a dwelling or housing accommodation, because of race or color;
 - ii. Discriminating against any person in the terms, conditions, or privileges of the rental or lease of a dwelling or housing accommodation, because of actual or perceived national origin or alienage;
 - iii. Using any form of application, or making any inquiry, which expresses any limitation, specification or discrimination as to alienage, immigration status or citizenship status;
 - iv. Harassing the Plaintiffs and Class members in violation of N.Y.C. Administrative Code § 27-2005(d);
 - v. Violating Plaintiffs' and the Class members' rights under the Rent Stabilization Laws;
- d. An Order and Judgment awarding Monetary Damages:
 - i. Compensating Plaintiffs and the Class members fully for any loss of rights, as well as for the humiliation, degradation, embarrassment, and emotional distress suffered due to Defendants' discriminatory conduct;
 - ii. Resulting from any overcharges caused by Defendants' unlawful deregulation of Plaintiffs' and Class members' apartments;
- e. An Order and Judgment imposing civil penalties on the Defendants pursuant to N.Y.C. Administrative Code § 27-2115(m)(2);

- f. An Order and Judgment awarding punitive damages based on Defendants' discriminatory conduct;
- g. An Order and Judgment awarding Plaintiffs' reasonable attorneys' fees, costs, interest, and expenses incurred in prosecuting this action; and
- h. Any further relief that may be just and proper.

Dated: January 22, 2018
Brooklyn, NY



Judith Goldiner
Jennifer Levy
Sunny Noh
Robert Desir
Morenike Fajana
THE LEGAL AID SOCIETY
111 Livingston Street, 7th Floor
Brooklyn, NY 11201
(718) 422-2891
Attorneys for Plaintiffs



Landis Best
Samantha Lawson
Caroline Saucier
Celia Belmonte
CAHILL GORDON & REINDEL LLP
80 Pine Street
New York, New York 10005
(212) 701-3728
Attorneys for Plaintiffs

JS 44 (Rev. 11/27/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
 Altagracia Tejedor, Eliberto Silva,
 Nelson DeCampos, Maria Luksic, Ashley
 Marimon, Nicholas Lucci
 (b) County of Residence of First Listed Plaintiff USA
(EXCEPT IN U.S. PLAINTIFF CASES)
CV 18 483
 (c) Attorneys (Firm Name, Address, and Telephone Number)
 Legal Aid Society, 111 Livingston St. Brooklyn NY
 11201, 718-472-2001
 Corinn Green & Reinell LLP 80 Pine St. New York
 212 701-5728

DEFENDANTS
 Little City Realty LLC, Little Bay
 Realty LLC, Joel Eskander, Linca Eskander
 County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)
 NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
 Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
 1 U.S. Government Plaintiff
 3 Federal Question (U.S. Government Not a Party)
 2 U.S. Government Defendant
 4 Diversity (Indicate Citizenship of Parties in Item III)
WELNSTEIN, J.
LEW, M.J.

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

CONTRACT	REAL PROPERTY	PERSONAL INJURY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	IMMIGRATION	FORFEITURE/PENALTY	BANKRUPTCY	OTHER/STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input checked="" type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes		

V. ORIGIN (Place an "X" in One Box Only)
 1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from Another District (specify)
 6 Multidistrict Litigation - Transfer
 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
 Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
42 U.S.C. § 3604 - Fair Housing Act
 Brief description of cause:
Federal housing discrimination

VII. REQUESTED IN COMPLAINT:
 CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____
 CHECK YES only if demanded in complaint:
 JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions):
 JUDGE _____ DOCKET NUMBER _____

DATE _____ SIGNATURE OF ATTORNEY OF RECORD _____

FOR OFFICE USE ONLY
 RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.10 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

I, morenike Tazana, counsel for Plaintiffs, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- monetary damages sought are in excess of \$150,000, exclusive of interest and costs,
- the complaint seeks injunctive relief,
- the matter is otherwise ineligible for the following reason

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that "A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? Yes No
- 2.) If you answered "no" above:
 - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? Yes No
 - b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? Yes No
 - c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received:

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County? Yes No

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

- Yes No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

- Yes (If yes, please explain) No

I certify the accuracy of all information provided above.

Signature: [Handwritten Signature]

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ALTAGRACIA TEJADA, ELIBERTO SILVA,
NEWTON DECAMPOS, IVANA VUKSIC, ASHLEY
MARIMON, NICHOLAS LUCCI, and SUSANA
LOPEZ on behalf of themselves, and all others similarly
situated,

Plaintiffs,

v.

LITTLE CITY REALTY LLC, LITTLEBOY REALTY
LLC, ADEL ESKANDER and LINDA ESKANDER

Defendants.

Civ. _____

**DECLARATION OF
ASHLEY MARIMON
IN SUPPORT OF MOTION
FOR PRELIMINARY
INJUNCTION**

Ashley Marimon states as follows in accordance with 28 U.S.C. § 1746:

1. I am one of the named Plaintiffs in this action. I submit this declaration in support of my request for a preliminary injunction to enjoin the Defendants from commencing any and all retaliatory Housing Court proceedings against me. I have personal knowledge of the facts set forth below.
2. I am a white woman. I speak English as my primary language.
3. I moved into my current apartment at 614 40th Street, Brooklyn, NY 11232 with my partner Nicholas Lucci in 2014. Our rent in 2017 is \$1,725 a month.
4. I was not required to provide my immigration documentation in order to enter into my initial lease. Nor was I ever required to provide my immigration documentation to renew my lease. (Exhs. M – P).
5. When I signed my initial lease, Dr. Adel Eskander and Linda Eskander told me that my apartment was not rent stabilized.

6. The Eskanders told me at each lease renewal, which occurs on a yearly basis, that my apartment was not rent stabilized.

7. However, I knew that many of the other apartments in the building were rent stabilized at one time.

8. Beginning in August 2017, I began working with the Legal Aid Society to help address many of the issues going on in my apartment, including the rent regulatory status, repair issues, and harassment.

9. In September 2017, I obtained the rent registration history for my apartment from the New York State Division of Housing and Community Renewal (“DHCR”).

10. The DHCR rent registration history for my apartment confirms that it was previously registered as rent stabilized from 1984 until 2008. (Exh. Q).

11. My apartment was previously registered to a tenant named “Ortiz Angel.” The registered rent was \$900.00 for a two year lease commencing April 1, 2003 and ending April 30, 2005.

12. In the middle of this lease term, in February 2004, the Eskanders registered two new tenants named Kimberly Ronning and Jeffrey Cano with a registered rent of \$1,150.00 for a one year lease. This constituted a 28% increase. In 2007, the Eskanders registered the rent for “Jeffrey Gano” as \$ 1,274.94 for a one year lease.

13. In 2008, my apartment was registered as exempt due to “high rent vacancy.”

14. Although the high rent vacancy threshold at that time was \$2,000, the last registered rent in my apartment was \$1,274.94.

15. Based on conversations with my attorney from the Legal Aid Society, and my own investigation, it seems that the purported rental increase from \$1,274.94 to \$2,000 was unlawful; and furthermore, that my apartment should still be rent stabilized. There is no evidence of any improvements to my apartment that would allow the Eskanders to lawfully increase the rent to \$2,000.

16. Moreover, my initial lease and all subsequent leases provide that for a “yearly preferential rent” which is lower than the supposed legal rent of my apartment.

17. As such, I am bringing this case in order to determine the rent regulatory status of my apartment.

18. Until the rent regulatory status of my apartment is determined, the Eskanders will continue to treat me as a private tenant, and will enforce the private lease agreement we have in effect.

19. Pursuant to this lease agreement, the Eskanders can cancel my lease at any time.

20. I am now very concerned that the Eskanders will cancel my lease in order to prevent me from litigating the rent regulatory status of my apartment through this case, and that I may lose my apartment.

21. If I were to be evicted from my apartment, I would have no place to go.

22. I affirm under penalty of perjury that the facts above are true.

Dated: January 9, 2018
Brooklyn, NY


Ashley Marimon

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ALTAGRACIA TEJADA, ELIBERTO SILVA,
NEWTON DECAMPOS, IVANA VUKSIC, ASHLEY
MARIMON, NICHOLAS LUCCI, and SUSANA
LOPEZ on behalf of themselves, and all others similarly
situated,

Plaintiffs,

v.

LITTLE CITY REALTY LLC, LITTLEBOY REALTY
LLC, ADEL ESKANDER and LINDA ESKANDER

Defendants.

Civ. _____

**DECLARATION OF
EDWARD JOSEPHSON
IN SUPPORT OF MOTION
FOR PRELIMINARY
INJUNCTION**

Edward Josephson states as follows in accordance with 28 U.S.C. § 1746:

1. I am the Director of Litigation at Legal Services NYC, a not-for-profit legal services organization.

2. I submit this declaration in support of Plaintiffs’ request for a preliminary injunction to enjoin the Defendants from commencing any and all retaliatory Housing Court proceedings against them. I have personal knowledge of the facts set forth below.

3. I have worked as an attorney for Legal Services NYC since 1988. In 2003, Legal Services NYC commenced an action in Supreme Court, Kings County against Co-Defendants Adel Eskander, Linda Eskander and LittleBoy Realty LLC on behalf of a group of Latino tenants residing at 601 40th Street, Brooklyn, NY 11232 [“601 40th Street”]. 601 40th Street Tenants Association et al v. Adel Eskander, Linda Eskander and LittleBoy Realty LLC, Index No. 24753/2003.

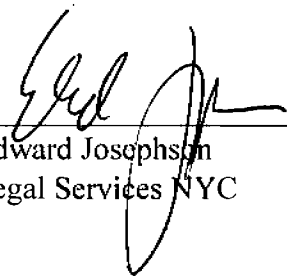
4. This action centered upon the Eskanders' harassing behavior and violations of the Rent Stabilization Laws at 601 40th Street, including *inter alia* the Eskanders' insistence that Latino tenants sign lease addendums which affirm their legal immigration status.

5. The Eskanders failed to offer renewal leases to Latino tenants who would not sign these lease addendums with the aforementioned immigration affirmation, even though this behavior was in direct contravention to the New York City Human Rights Law and the Rent Stabilization Law and Code.

6. To the best of my recollection, this action was settled in November 2003 per a stipulation wherein the Defendants specifically agreed not to (1) require any tenant or occupant to provide proof of their legal immigration status; or to (2) place any preconditions on the issuance of a renewal lease other than proof of the tenant's identity.

7. I affirm under penalty of perjury that the facts above are true.

Dated: January 22, 2018
Brooklyn, NY



Edward Josephson
Legal Services NYC

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ALTAGRACIA TEJADA, ELIBERTO SILVA,
NEWTON DECAMPOS, IVANA VUKSIC, ASHLEY
MARIMON, NICHOLAS LUCCI, and SUSANA
LOPEZ on behalf of themselves, and all others similarly
situated,

Plaintiffs,

v.

LITTLE CITY REALTY LLC, LITTLEBOY REALTY
LLC, ADEL ESKANDER and LINDA ESKANDER

Defendants.

Civ. _____

**DECLARATION OF
ELIBERTO SILVA
IN SUPPORT OF MOTION
FOR PRELIMINARY
INJUNCTION**

Eliberto Silva states as follows in accordance with 28 U.S.C. § 1746:

1. I am one of the named Plaintiffs in this action. I submit this declaration in support of my request for a preliminary injunction to enjoin the Defendants from commencing any and all retaliatory Housing Court proceedings against me. I have personal knowledge of the facts set forth below.

2. I moved into my current rent stabilized apartment at 614 40th Street, Brooklyn, NY 11232 in 1990.

3. I was born in Puerto Rico, and speak Spanish as my native language. I identify as Latino.

4. Prior to Dr. Adel Eskander and Linda Eskander’s acquisition of the 614 Building, I had a cordial and professional relationship with the previous building owners.

5. I first met the Eskanders in 2004. Since that time, they have continually represented themselves as the owners of my apartment building.

6. Almost immediately after purchasing my apartment building, I noticed that the Eskanders were putting a lot of pressure on the long-term, Latino tenants to move out. The Eskanders commenced a number of eviction proceedings against many of my neighbors at the time.

7. Before offering me a rent stabilized renewal lease, the Eskanders asked me if I would be willing to move out of my apartment. However, I refused to do so.

8. After I refused to move out, the Eskanders began asking me to sign an addendum to my renewal leases which requires me to provide proof of my legal immigration status.

9. My renewal leases for 2012, 2013, 2014, 2015, 2016 and 2017 all include this addendum regarding my immigration status. (Exhs. G – L).

10. I have heard from the super, as well as from my neighbors, that the Eskanders no longer want to rent to Latino tenants. As a result, I have tried to keep my distance from the Eskanders. However, in 2016, I was forced to deal with the Eskanders head on.

11. In October 2016, Dr. Eskander again asked me if I would leave my apartment. Dr. Eskanders represented that if I did not leave, he would report me to the police because I had allegedly tampered with the fire door on the roof of my apartment building.

12. I explained to Dr. Eskander that I tried to fix the fire door, which was sounding needlessly, and disturbing myself and my neighbors. I further explained that I would not vacate my apartment.

13. In November 2016, Dr. Eskander called the police based on this incident. I spent several hours in jail until the police officers ascertained that I had not committed any crime.

14. Unsatisfied by that result, Dr. Eskander then commenced a proceeding against me in the Red Hook Community Justice Court, based on the same incident. At the first court appearance, Dr. Eskander asked if I would just “give up” and leave my apartment. I again refused. This case against me was ultimately dismissed.

15. In June 2017, Dr. Eskander commenced another proceeding against me, this time, in Brooklyn Housing Court. This case alleged that I was committing a nuisance based on the alleged incident with the fire door.

16. I retained the Legal Aid Society to represent me in this proceeding. Luckily, the Eskanders voluntarily discontinued this proceeding against me shortly after the Legal Aid Society intervened and filed a motion to dismiss. Based on my attorney’s representations, the Eskanders did not have a sound legal basis in bringing this case.

17. The Legal Aid Society also intervened in September 2017 on my behalf so that the Eskanders would send me a renewal lease.

18. All of the legal proceedings and police activity caused by the Eskanders have made me incredibly worried that I will lose my apartment. If I were to be evicted from my apartment, my family and I would have no place to go.

19. My apartment has been my home for nearly thirty years.

20. All of the possessions and belongings that my wife and I have are here in our apartment.

21. Moreover, because my apartment is rent stabilized, my rent is very affordable for my wife and I. My rent is significantly lower than the market rent being charged to new tenants in Sunset Park.

22. Over the years, I have watched as the Eskanders have ruthlessly targeted and evicted many Latino tenants from my apartment building.

23. I remain as one of the few Latino tenants in my building who has not yet moved. I know that the Eskanders desperately want me out of my apartment, based on their repeated comments, and the legal proceedings they have brought against me.

24. I affirm under penalty of perjury that the facts above are true.

Dated: January 9, 2018
Brooklyn, NY



Eliberto Silva

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ALTAGRACIA TEJADA, ELIBERTO SILVA,
NEWTON DECAMPOS, IVANA VUKSIC, ASHLEY
MARIMON, NICHOLAS LUCCI, and SUSANA
LOPEZ on behalf of themselves, and all others similarly
situated,

Plaintiffs,

v.

LITTLE CITY REALTY LLC, LITTLEBOY REALTY
LLC, ADEL ESKANDER and LINDA ESKANDER

Defendants.

Civ. _____

**DECLARATION OF
MORENIKE FAJANA
IN SUPPORT OF MOTION
FOR PRELIMINARY
INJUNCTION**

Morenike Fajana states as follows in accordance with 28 U.S.C. § 1746:

1. I am a staff attorney at the Legal Aid Society, Tenant Rights Coalition, Civil Practice, attorneys for Plaintiffs.

2. I submit this declaration in support of Plaintiffs' request for a preliminary injunction to enjoin the Defendants from commencing any and all retaliatory Housing Court proceedings against them. I have personal knowledge of the facts set forth below.

3. Plaintiff Eliberto Silva retained the Legal Aid Society in July 2017 to represent him in an ongoing eviction proceeding in Brooklyn Housing Court.

4. This eviction proceeding was commenced by Co-Defendant Little City Realty LLC, the corporate owner of Mr. Silva's apartment building, located at 614 40th Street. Upon information and belief, Mr. Silva's apartment building is managed by Co-Defendants Adel Eskander and Linda Eskander.

5. During the course of this proceeding, the attorney of record for Little City Realty LLC, Alan J. Redner, repeatedly asked whether Mr. Silva would vacate his apartment. Mr.

Redner represented that Co-Defendant Adel Eskander “did not want him there,” and that things would be “easier” for him if he vacated his apartment. This proceeding was ultimately discontinued after the Legal Aid Society made a motion to dismiss the proceeding based on legal and factual deficiencies in the pleadings.

6. In August 2017, the Legal Aid Society began investigating a number of issues at Mr. Silva’s apartment building, including harassment, repair issues, and the rent regulatory status of the building.

7. On August 16, 2017, the Legal Aid Society organized a meeting with tenants at Mr. Silva’s apartment building to discuss their concerns over the many issues ongoing in the building. When personnel from the Legal Aid Society arrived to the building that day, Co-Defendant Adel Eskander asked them whether they were there for the tenants meeting, and then attempted to block their entry into the building.

8. After the meeting, the Legal Aid Society continued its investigations and meetings with tenants at Mr. Silva’s apartment building. At their request, the Legal Aid Society began to investigate the apartment building located across the street, at 601 40th Street, Brooklyn, NY 11232. This apartment building is owned by Co-Defendant LittleBoy Realty LLC, and is also managed by Co-Defendants Adel Eskander and Linda Eskander.

9. Over the last five months, the Legal Aid Society has met on a monthly basis with tenants from 614 40th Street and 601 40th Street, and has performed legal and factual investigations of the ongoing issues therein.

10. As part of these investigations, the Legal Aid Society has reviewed lease agreements, court documents, rent histories provided by the New York State Division of

Housing and Community Renewal (“DHCR”), violations of the Housing Maintenance Code issued by the New York City Department of Housing Preservation and Development (“HPD”), and written correspondences sent by the Defendants to tenants of both buildings. In total, the Legal Aid Society has reviewed documentation on behalf of at least twenty tenants at 601 40th Street and 614 40th Street, including the above-named Plaintiffs.

11. The Legal Aid Society has also reviewed documentation on behalf of former tenants. *See e.g.*, Exh. T, Exh. A1.

12. These investigations have revealed an alarming pattern of conduct by the Defendants, which is centered upon two unlawful schemes.

13. First, Defendants relentlessly harass, displace and pursue eviction proceedings against Latino tenants, and tenants whom Defendants believe to be Latino, at both buildings. Although Sunset Park is a predominantly Latino neighborhood, the proportion of Latino tenants at 601 40th Street and 614 40th Street has dramatically decreased since Defendants acquired the buildings. The Latino tenants that do remain are targeted and discriminated against by Defendants on a routine basis so as to induce them to vacate their apartments. This outrageous conduct is in violation of The Fair Housing Act, 42 U.S.C. § 3604 (b), the New York City Human Rights Law, N.Y.C. Admin. Code § 8-107(5)(1)(b), and the New York City Housing Maintenance Code, N.Y.C. Admin. Code §§ 27-2120(b) and 27-2115(m)(2).

14. Second, once Defendants succeed in displacing Latino tenants from their apartments, Defendants then misrepresent these apartments as unregulated so they can charge market rate to new tenants. The DHCR rent registration histories that the Legal Aid Society has

reviewed on behalf of tenants from 601 40th Street and 614 40th Street illustrate a comprehensive scheme of unlawful deregulation.

15. In some cases, Defendants never formally register apartments as exempt from rent stabilization with DHCR; instead, Defendants simply failed to register the rents for many years, and then tell new tenants that these apartments were never subject to rent stabilization.

16. In other cases, Defendants register apartments as exempt from rent stabilization due to high rent vacancy, on the grounds that the monthly rents increased to over \$2,000. However, the rent histories for these apartments do not include any monthly rents over \$2,000; nor is there any publicly available evidence of apartment-wide or building-wide improvements that would allow for the rents to increase to \$2,000. In many cases, the rents in these apartments doubled in one year – with no explanation.

17. Defendants' practices of failing to properly register rents, imposing unlawful increases, misrepresenting the rent stabilization status and attempting to charge tenants market rents plainly runs afoul of the Rent Stabilization Laws, The Emergency Tenant Protection Act of 1974, N.Y. Unconsol. Laws §§ 8621 *et seq.* and the Rent Stabilization Code, 9 NYCRR § 2520 *et seq.*

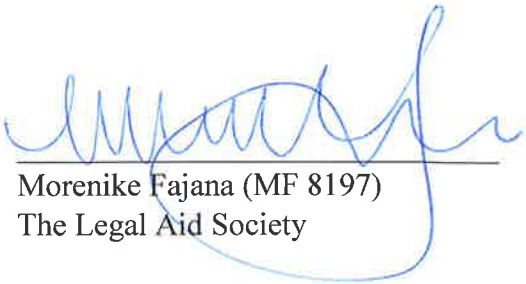
18. In addition to the conduct described above, Defendants repeatedly and flagrantly attempt to frustrate tenants' rights. Defendants consistently tell tenants at 601 40th Street and 614 40th Street to leave their apartments whenever they raise legitimate concerns regarding their apartments. Consequently, the Legal Aid Society has intervened on behalf of numerous tenants in order to compel Defendants' compliance with city, state and federal laws; including

Defendants' obligation to provide heat and perform repairs as required by law, and to provide tenants with rent stabilized leases as required by law.

19. It is beyond question that the Defendants continue to display a troubling disregard for the rights of the tenants at 601 40th Street and 614 40th Street.

20. I affirm under penalty of perjury that the facts above are true.

Dated: January 22, 2018
Brooklyn, NY



Morenike Fajana (MF 8197)
The Legal Aid Society

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ALTAGRACIA TEJADA, ELIBERTO SILVA, IVANA
VUKSIC, ASHLEY MARIMON, NICHOLAS LUCCI,
SUSANA LOPEZ and NEWTON DeCAMPOS on
behalf of themselves, and all others similarly situated,

Plaintiffs,

v.

LITTLE CITY REALTY LLC, LITTLEBOY REALTY
LLC, ADEL ESKANDER and LINDA ESKANDER

Defendants.

Civ. _____

**DECLARATION OF
NEWTON DeCAMPOS
IN SUPPORT OF MOTION
FOR PRELIMINARY
INJUNCTION**

Newton DeCampos states as follows in accordance with 28 U.S.C. § 1746:

1. I am one of the named Plaintiffs in this action. I submit this declaration in support of my request for a preliminary injunction to enjoin the Defendants from commencing any and all retaliatory Housing Court proceedings against me. I have personal knowledge of the facts set forth below.

2. I moved into my current rent stabilized apartment at 601 40th Street, Brooklyn, NY 11232 in 1987. I previously lived in another apartment at 601 40th Street, Brooklyn, NY 11232 from 1982 to 1987.

3. I speak Portuguese as my primary language. I identify as Latino.

4. Prior to Dr. Adel Eskander and Linda Eskander's acquisition of the 601 Building, I had a cordial and professional relationship with the previous building owners.

5. Prior to Dr. Adel Eskander and Linda Eskander's acquisition of the 601 Building, I was the superintendent for nearly 20 years.

6. Over the years, I have seen the demographics of my apartment building change dramatically. When I first moved into my apartment building, the majority of the tenants there were Latino; but now, that is not the case.

7. Many of my Latino neighbors have left my apartment building due to the aggressive tactics the Eskanders have used since they purchased the building. The Eskanders are incredibly antagonistic towards Latino tenants, and constantly bring eviction proceedings against them.

8. Dr. Adel Eskander told me that the reason he does not want Latino tenants in the building is because Latinos grow roots and do not leave.

9. In fact, the Eskanders brought two eviction proceedings against me in the last year and a half. Both times, the Eskanders brought these proceedings right after I made complaints to the New York City Department of Housing and Preservation [“HPD”] about repair issues in my apartment.

10. Specifically, on February 7, 2016, HPD performed an inspection of my apartment based on complaints I made regarding repair issues in my apartment. HPD issued three violations that day for mold, a missing smoke detector, and a malfunctioning carbon monoxide detector.

11. In June 2016, the Eskanders commenced an eviction proceeding against me alleging that I was creating a nuisance by intentionally removing the carbon monoxide detector and smoke detector in my apartment. After I retained an attorney, the Eskanders agreed to discontinue the proceeding, and conceded that I did not remove the carbon

monoxide detector or the smoke detector, and that I was not creating a nuisance in my apartment.

12. In June 2017, the Eskanders then commenced a second holdover proceeding against me alleging that I failed to provide the landlord access to perform repairs in February 2016.

13. I was very puzzled by this proceeding because by the time this proceeding was brought, the repair issues in my apartment had already been addressed.

14. I believe that the real reason this case was brought was because the Eskanders received a bill from HPD around April 2017, after HPD performed emergency repairs in my apartment several weeks earlier.

15. I began working with the Legal Aid Society in August 2017 to try and address all of the distressing behavior that the Eskanders have put myself and my neighbors through.

16. All of the legal proceedings that the Eskanders have brought against me have made me incredibly worried that I will lose my apartment. I fear that the Eskanders will file further retaliatory eviction proceedings against me for filing this lawsuit. If I were to be evicted from my apartment, I would have no place to go.


17. My apartment has been my home for over thirty years. All of my belongings and possessions are in my apartment.

18. Moreover, because my apartment is rent stabilized, my rent is very affordable for me. My rent is significantly lower than the market rent being charged to new tenants in Sunset Park.

19. I remain as one of the few Latino tenants in my building who has not yet moved. I know that the Eskanders desperately want me out of my apartment, based on their repeated comments, and the legal proceedings they have brought against me.

20. I affirm under penalty of perjury that the facts above are true.

Dated: January 19, 2018
Brooklyn, NY


Newton DeCampos

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ALTAGRACIA TEJADA, ELIBERTO SILVA,
NICHOLAS DECAMPOS, IVANA VUKSIC, ASHLEY
MARIMON, NICHOLAS LUCCI, and SUSANA
LOPEZ on behalf of themselves, and all others similarly
situated,

Plaintiffs,

v.

LITTLE CITY REALTY LLC, LITTLEBOY REALTY
LLC, ADEL ESKANDER and LINDA ESKANDER

Defendants.

Civ. _____

**DECLARATION OF
NICHOLAS LUCCI
IN SUPPORT OF MOTION
FOR PRELIMINARY
INJUNCTION**

Nicholas Lucci states as follows in accordance with 28 U.S.C. § 1746:

1. I am one of the named Plaintiffs in this action. I submit this declaration in support of my request for a preliminary injunction to enjoin the Defendants from commencing any and all retaliatory Housing Court proceedings against me. I have personal knowledge of the facts set forth below.

2. I am a white man. I speak English as my primary language.

3. I moved into my current apartment at 614 40th Street, Brooklyn, NY 11232 with my partner Ashley Marimon in 2014. Our rent in 2017 is \$1,725 a month.

4. I was not required to provide my immigration documentation in order to enter into my initial lease. Nor was I ever required to provide my immigration documentation to renew my lease. (Exhs. M – P).

5. When I signed my initial lease, Dr. Adel Eskander and Linda Eskander told me that my apartment was not rent stabilized.

6. The Eskanders told me at each lease renewal, which occurs on a yearly basis, that my apartment was not rent stabilized.

7. However, I knew that many of the other apartments in the building were rent stabilized at one time.

8. In September 2017, I obtained the rent registration history for my apartment from the New York State Division of Housing and Community Renewal (“DHCR”).

9. The DHCR rent registration history for my apartment confirms that it was previously registered as rent stabilized from 1984 until 2008. (Exh. Q).

10. My apartment was previously registered to a tenant named “Ortiz Angel.” The registered rent was \$900.00 for a two year lease commencing April 1, 2003 and ending April 30, 2005.

11. In the middle of this lease term, in February 2004, the Eskanders registered two new tenants named Kimberly Ronning and Jeffrey Cano with a registered rent of \$1,150.00 for a one year lease. This constituted a 28% increase. In 2007, the Eskanders registered the rent for “Jeffrey Gano” as \$ 1,274.94 for a one year lease.

12. In 2008, my apartment was registered as exempt due to “high rent vacancy.”

13. Although the high rent vacancy threshold at that time was \$2,000, the last registered rent in my apartment was \$1,274.94.

14. Based on conversations with my attorney from the Legal Aid Society, and my own investigation, it seems that the purported rental increase from \$1,274.94 to \$2,000 was unlawful; and furthermore, that my apartment should still be rent stabilized. There is no

evidence of any improvements to my apartment that would allow the Eskanders to lawfully increase the rent to \$2,000.

15. Moreover, my initial lease and all subsequent leases provide that for a “yearly preferential rent” which is lower than the supposed legal rent of my apartment. This type of rent reduction is typically only afforded to rent stabilized tenants.

16. As such, I am bringing this case in order to determine the rent regulatory status of my apartment.

17. Until the rent regulatory status of my apartment is determined, the Eskanders will continue to treat me as a private tenant, and will enforce the private lease agreement we have in effect.

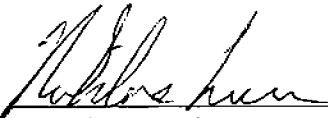
18. Pursuant to this lease agreement, the Eskanders can cancel my lease at any time.

19. I am now very concerned that the Eskanders will cancel my lease in order to prevent me from litigating the rent regulatory status of my apartment through this case, and that I may lose my apartment.

20. If I were to be evicted from my apartment, I would have no place to go.

21. I affirm under penalty of perjury that the facts above are true.

Dated: January 9, 2018
Brooklyn, NY



Nicholas Lucci

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ALTAGRACIA TEJADA, ELIBERTO SILVA, IVANA
VUKSIC, ASHLEY MARIMON, NICHOLAS LUCCI,
SUSANA LOPEZ and NEWTON DeCAMPOS on
behalf of themselves, and all others similarly situated,

Plaintiffs,

v.

LITTLE CITY REALTY LLC, LITTLEBOY REALTY
LLC, ADEL ESKANDER and LINDA ESKANDER

Defendants.

Civ. _____

**DECLARATION OF
SUSANA LOPEZ
IN SUPPORT OF MOTION
FOR PRELIMINARY
INJUNCTION**

Susana Lopez states as follows in accordance with 28 U.S.C. § 1746:

1. I am one of the named Plaintiffs in this action. I submit this declaration in support of my request for a preliminary injunction to enjoin the Defendants from commencing any and all retaliatory Housing Court proceedings against me. I have personal knowledge of the facts set forth below.

2. I moved into my current rent apartment at 614 40th Street, Brooklyn, NY 11232 in 2014. I currently pay \$2,050 in monthly rent.

3. When I first moved into my apartment, Dr. Adel Eskander and Linda Eskander told me that my apartment was not rent stabilized. The Eskanders told me at each lease renewal, which occurs on a yearly basis, that my apartment was not rent stabilized. (Exh. R).

4. Several long-term tenants at my apartment building informed me that most of the apartments in my building were previously rent stabilized. At the urging of other tenants, I began looking into the rent registration history of my apartment. The DHCR rent

registration history for my apartment confirms that it was previously registered as rent stabilized until 2009, when it was registered as exempt due to “high rent vacancy.”

Although the high rent vacancy threshold at that time was \$2,000, the last registered rent in my apartment was \$980.85. My apartment was previously registered to a tenant named “Ana Paulino.” (Exh. S).

5. Moreover, my initial lease and all subsequent leases provide that for a “yearly preferential rent” which is lower than the supposed legal rent of my apartment. This type of rent reduction is typically only afforded to rent stabilized tenants.

6. I began working with the Legal Aid Society in August 2017 to help investigate the rent regulatory status of my apartment, and to help resolve some ongoing repair issues in my apartment.

7. Based on their investigation, it seems that the purported rental increase from \$980.85 to \$2,000 was unlawful, and that my apartment should still be rent stabilized. There is no evidence of any improvements to my apartment that would allow the Eskanders to lawfully increase the rent to \$2,000.

8. I am bringing this case in order to determine the rent regulatory status of my apartment.

9. However, until the rent regulatory status of my apartment is determined, the Eskanders will continue to treat me as a private tenant, and will enforce the private lease agreement we have in effect.

10. Pursuant to this lease agreement, the Eskanders can cancel my lease at any time.

11. The Eskanders previously threatened to cancel my lease based on my complaints about the ongoing issues with heat, hot water and gas in my apartment.

12. On December 4, 2017, Dr. Adel Eskander and I arranged to speak via telephone regarding my concerns with repeated interruptions of heat and hot water in my apartment throughout October 2017 and November 2017.

13. Instead of addressing my concerns, Dr. Adel Eskander suggested that I move out of my apartment during this call.

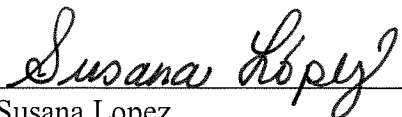
14. In January 2018, I informed Dr. Adel Eskander via text message that I did not have heat in my apartment. This time, he responded by saying that I should “consider other options,” again implying that I should move out of my apartment. (Exh. U). He continued by saying that “no one else is complaining” and intimated that I was threatening him by reminding him of his legal responsibility to keep my apartment is habitable. (Exh. V).

15. I am now very concerned that the Eskanders will cancel my lease in order to prevent me from litigating the rent regulatory status of my apartment through this case, and that I may lose my apartment.

16. My apartment is my forever home. I have built a community in the Sunset Park neighborhood over the last four years. If I were to be evicted from my apartment, I would have no place to go.

17. I affirm under penalty of perjury that the facts above are true.

Dated: January 19, 2018
Brooklyn, NY



Susana Lopez

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ALTAGRACIA TEJADA, ELIBERTO SILVA,
NEWTON DECAMPOS, IVANA VUKSIC, ASHLEY
MARIMON, NICHOLAS LUCCHI, and SUSANA
LOPEZ and on behalf of themselves, and all others
similarly situated,

Plaintiffs,

v.

LITTLE CITY REALTY LLC, LITTLEBOY REALTY
LLC, ADEL ESKANDER and LINDA ESKANDER

Defendants.

Civ. _____

**DECLARATION OF
ALTAGRACIA TEJADA
IN SUPPORT OF MOTION
FOR PRELIMINARY
INJUNCTION**

Altagracia Tejada states as follows in accordance with 28 U.S.C. § 1746:

1. I am one of the named Plaintiffs in this action. I submit this declaration in support of my request for a preliminary injunction to enjoin the Defendants from commencing any and all retaliatory Housing Court proceedings against me. I have personal knowledge of the facts set forth below.

2. I moved into my current rent stabilized apartment at 614 40th Street, Brooklyn, NY 11232 in 2003.

3. I was born in the Dominican Republic, and speak Spanish as my native language. I have lived in the United States since 2001. I identify as Latina.

4. Prior to Dr. Adel Eskander and Linda Eskander’s acquisition of the 614 Building, I had a cordial and professional relationship with the previous building owners.

5. I first met the Eskanders in 2003. Since that time, they have continually represented themselves as the owners of my apartment building.

6. Before offering me a rent stabilized renewal lease, the Eskanders insisted that I provide certain immigration documentation to them, and that I sign a lease addendum affirming that I had lawful immigration status in the United States. (Exh. A).

7. Although I was a lawful resident at that time, I initially did not want to comply with this request. I did not believe that the Eskanders had the right to ask for this information. I expressed this to the Eskanders, who remained adamant that I had to provide proof of my legal immigration status in order to continue living in my apartment.

8. As I had no alternative housing to go to at the time and feared the threat of eviction, I obliged, and signed the lease addendum.

9. For over a decade, the Eskanders insisted that I sign a lease addendum affirming that I had lawful immigration status when signing my renewal leases. This practice only ceased in 2016, after I became a citizen and an agent of the Eskanders reviewed my citizenship documentation in person. (Exhs. B – F).

10. The Eskanders have commenced five Housing Court proceedings against me since 2010.

11. In 2010, the Eskanders commenced a proceeding against me in Brooklyn Housing Court. At that time, Dr. Eskander explicitly asked me how I planned to respond to the proceeding against me and if I was going to move out of my apartment. I told Dr. Adel Eskander that I had no place to go and did not intend to move out.

12. Dr. Adel Eskander told me “[w]e can give you your security deposit back, and my wife can help you look for a place. I don’t like having Latinos, blacks or Chinese [sic] here because they’re [sedentary]. They never move. I need people to move.”

13. The 2010 nonpayment proceeding was settled on consent.

14. Once I failed to move out, I became the Eskanders' prime target. They seemed to be very upset that I didn't leave my apartment; as a result, they commenced additional eviction proceedings against me.

15. On two occasions in 2012 and 2015, the Eskanders deliberately did not cash rent checks that I sent them so they could bring erroneous eviction proceedings against me.

16. In 2011, I traveled to the Dominican Republic for the winter holidays. Before I departed I told the Eskanders of my travel plans and paid the rents that would come due via check while I was gone.

17. Upon my return in the spring of 2012, I learned that the Eskanders deliberately did not cash my rent checks and initiated another nonpayment of rent proceeding against me on May 4, 2012.

18. At the first appearance in Housing Court, I confronted Adel Eskander and asked, "Why are you bringing me to court when I left the rent money for you before I left?" Adel responded, "I pay taxes. I need whites who will move in [to the Building] and then move out." The eviction proceeding was settled on consent in June 2012 when I agreed to provide all the rent that was due at that time.

19. In June 2014, the Eskanders commenced the third eviction proceeding against me for nonpayment of rent. The Defendants voluntarily discontinued this case at the first court appearance, because they did not have a basis for continuing this case.

20. In the winter of 2014, I returned to the Dominican Republic for the holidays. Again, I explained this to the Eskanders and left rent checks with them for the rent that would come due while I was away.

21. Just as before, the Eskanders deliberately failed to cash the rent checks that I had left and commenced a nonpayment of rent proceeding against me in March 2015. By this time, I was pregnant with twins. Notwithstanding this, I was forced to defend myself during the course of this proceeding and come to court multiple times because I could not afford an attorney.

22. At each court appearance, the Eskanders would approach me and pressure me to terminate my lease and vacate my apartment.

23. As a result of this consistent harassment and pressure, I suffered a miscarriage in 2015 of one of the twins, which my obstetrician told me was a result of undue stress. My obstetrician classified my pregnancy as a “high risk pregnancy” and encouraged me to rest.

24. However, I had no choice but to continue to defend myself in this eviction proceeding; and, as a result of the stress induced by the Eskanders’ harassment, I gave birth to my daughter prematurely, at 32 weeks.

25. In November 2016, my one year old daughter burned her hand because the water in my apartment was dangerously hot. I notified Adel Eskander via text message about the water temperature, and told him that my daughter had been burned by the heat of the faucet. (Exhs. W – X).

26. On November 24, 2016, Adel Eskander responded “Babies don’t know how to test the water temperature mommies do. So it’s not my fault it’s nor ur baby’s fault it’s ur fault [sic].” (Exh. Y).

27. When I sent Adel Eskander pictures of my daughter’s burned hand, hoping to inspire a more sympathetic response, he replied with more vitriol, saying “Mommy needs to be carful Sorry that u r a bad mommy [sic].” He then threatened to call social services, intimating that he could have my child taken away from me. (Exh. Z).

28. In December 2016, the Eskanders brought a nuisance holdover proceeding against me, claiming that I replaced my stove and refrigerator in violation of my lease.

29. After I retained the Legal Services of New York as counsel for the nuisance proceeding, the Eskanders agreed to convert the case to a nonpayment proceeding for the arrears that had accrued during the pendency of the nuisance proceeding.

30. On July 7, 2017, the case was discontinued on consent, in part, by imposing a rental increase to my 2017 rent and after I paid all rent due to the Eskanders.

31. Each time the Eskanders bring a Housing Court proceeding against me, I become extremely anxious that I may be evicted. If I am evicted from my apartment, my family and I will have no place to go, and we will be forced to enter the shelter system.

32. I fear that the Eskanders will bring further baseless, retaliatory eviction proceedings against me for my participation in this lawsuit and to pressure me to leave my home.

33. My apartment has been my home for the last 15 years. I have lived in the Sunset Park neighborhood since I first immigrated to the United States. Although I

originally moved into my apartment with friends, I now live here with my husband of twelve years, and our two-year-old daughter. This apartment has always been our family home. All of the possessions and belongings that we have in the United States are here.

34. Moreover, because my apartment is rent stabilized, my rent is very affordable for my husband and I. My rent is significantly lower than the market rent being charged to new tenants in the Sunset Park neighborhood. Because I cannot afford the market rent, if I am evicted I will have to leave my home and community of 17 years.

35. Over the years, I have watched as the Eskanders have ruthlessly targeted and evicted many Latino tenants from my apartment building.

36. I have always been an outspoken critic of the Eskanders, and remain as one of the few Latino tenants in my building who has not yet moved. I know that the Eskanders desperately want me out of my apartment, based on their repeated comments, and the eviction proceedings they have brought against me.

37. I affirm under penalty of perjury that the facts above are true.

Dated: January 22, 2018
Brooklyn, NY


Altagracia Tejada

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Two Brooklyn Realty Cos. Hit with Class Action Alleging 'Decade-Long' Discrimination Against Latino Tenants](#)
