

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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CHRISTINE AKMAN a/k/a CHRISTINA
AMBERS and ANGEL ROTGER,

Index No.

09116255

Plaintiffs,

SUMMONS

-against-

*Plaintiff designates
New Your County as
the place of trial.*

340 EAST 74TH STREET OWNERS CORP.

*Venue is designated based upon
Plaintiff's address.*

*Plaintiff's address is:
340 East 74th Street
New York, New York 10021*

Defendant.

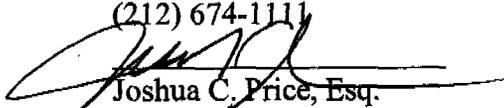
Date of Filing with the Clerk:

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YOU ARE HEREBY SUMMONED¹, to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorneys, within twenty (20) days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
November 16, 2009

FILED
NOV 18 2009
COUNTY CLERK'S OFFICE
NEW YORK

Respectfully submitted,
LIPSIG PRICE, PLLC
Attorneys for the Plaintiff
156 Fifth Avenue - Suite 823
New York, New York 10010
(212) 674-1111


Joshua C. Price, Esq.

¹ The law provides that: (a) If this summons is served by its delivery to you personally within the City of New York, you must appear and answer within TWENTY days after such service; or (b) If this summons is served by delivery to any person other than you personally, or is served outside the City of New York, or by publication, or by any means other than personal delivery to you within the City of New York, you are allowed THIRTY days after proof of service thereof is filed with the Clerk of the Court within which to appear and answer.

Defendants' addresses:

340 East 74th St. Owners Corp.
c/o Gumley Haft LLC
415 Madison Avenue
New York, New York 10017

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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CHRISTINE AKMAN a/k/a CHRISTINA AMBERS
and ANGEL ROTGER Index No.

Plaintiff,

COMPLAINT

-against-

340 EAST 74TH STREET OWNERS CORP.

Defendant.

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NEW YORK

Plaintiffs, CHRISTINE AKMAN and ANGEL ROTGER, by and through their attorneys
LIPSIG PRICE, PLLC, as and for her complaint herein, allege as follows:

THE PARTIES

1. CHRISTINE AKMAN (hereinafter "Plaintiff"), is and at all times hereinafter mentioned, the owner of the shares and the proprietary lessee with respect to Unit 1G at 340 East 74th Street, New York, New York 10021 (hereinafter "subject unit"). ANGEL ROTGER resides in the subject unit and is the husband of Plaintiff (hereinafter "Rotger").

2. 340 EAST 74TH STREET OWNERS CORP. (hereinafter "Defendant") is and at all times hereinafter mentioned a Domestic Business Corporation which exists to be the cooperative owner of the building known as and located at 340 East 74th Street, New York, New York 10021.

FACTUAL BACKGROUND

3. Plaintiff is a well known and successful model who has occupied the subject unit since she became the proprietary lessee and shareholder with respect to the subject unit on or about October of 2003.

4. Presently the Plaintiff occupies the subject unit with her husband Rotger.
5. The relationship between the Plaintiff and the Defendant has become very acrimonious due to a series of incidents that have occurred over the years most of which have involved a defective floor in the subject unit that is the fault and responsibility of the Defendant.
6. A problem with the floor first presented itself in the spring of 2004 when the floor buckled because of extensive water damage.
7. Robin Newburger, who was the building manager at the time, had the subject unit and surrounding common areas inspected. and it was determined that the water source causing the Plaintiff's floor to buckle was coming from the outside.
8. The Defendant acknowledged that it was its responsibility to fix the source of the leak and the damage that the leak had caused to the Plaintiff's subject unit.
9. The Defendant repaired and/or replaced the Plaintiff's floor but failed to take adequate steps to prevent the reoccurrence of the leak.
10. The leak did not present itself again until December of 2007.
11. In December of 2007 the floor began to buckle and the damage was severe spreading from the living room all of the way to the kitchen.
12. When the buckling floor was seen the Plaintiff called the then building manager named John Aiello.
13. The Defendant grew frustrated because of the need for continuing repairs to my floor and the expense that the Defendant incurred because of the problem with the floor.
14. In all respects the Plaintiff has attempted to interact with the Defendant in a professional way.

15. As the years elapsed and the problem with the floor persisted the Defendant's conduct became ever more confrontational and the relationship between the parties became ever more acrimonious.

16. Presently the Plaintiff's floor has again buckled and the Defendant is aware of the problem.

17. The condition of the floor is such that the Plaintiff cannot peaceably enjoy the subject unit.

18. The condition of the floor is such that the Plaintiff cannot exercise her bundle of property rights with respect to the subject because of the problem with the buckling floors.

19. The Plaintiff cannot sell the subject unit for what should be its fair market value due to the problem with the buckling floors.

20. The subject unit is in such poor condition that it cannot not properly be marketed.

21. The Plaintiff would like to sell the subject unit but cannot do so because of its present condition.

Difficulty with Building Personnel

22. Rotger was formerly employed as a porter at the subject building.

23. The Plaintiff and Rotger met in the subject building and began a relationship.

24. Rotger was fired by the Defendant for having a relationship with Plaintiff.

25. The building staff is very provocative to Rotger, and upon information and belief, building personnel have been instructed to treat the Plaintiff and Rotger in a disparate manner. The inability of the Plaintiff to communicate problems with the subject unit with building personnel puts the Plaintiff and Rotger in danger.

26. The combination of the constantly buckling floor and the Plaintiff's sin in marrying a porter at the subject building has led to the building personnel treating the Plaintiff (and her husband) differently than other cooperators/shareholders.

27. The building personnel do not perform simple tasks for the Plaintiff that they perform for other occupants of the subject building like gathering packages and hailing taxis.

28. The building personnel are outwardly rude and hostile to the Plaintiff and her husband.

29. The most recent incident between Plaintiff and her husband and building personnel occurred on August 31, 2009.

30. On August 31, 2009 the wife of the building superintendent appeared to be in an intoxicated state and without provocation took her bag and slammed it into Rotger's groin.

31. Angel was in horrible pain and went to the hospital where he was diagnosed with a contusion of the testicle.

32. The police were called to the subject building and to the hospital as a result of Rotger being the victim of this assault.

33. The Defendant has made it clear that the Plaintiff is not welcome in the subject building and that Rotger is not welcome in the subject building.

Defendant's Intention to Terminate Plaintiff's Right of Occupancy

34. The Defendant's desire to have the Plaintiff vacate the subject unit has manifested itself to the point where the Defendant has called a meeting to have shareholders vote to terminate the Plaintiff's right of occupancy.

35. The Plaintiff has done nothing to warrant such an action by the Defendant.

36. The Defendant has scheduled the meeting of the shareholders for Thursday,

November 19, 2009.

37. The Defendant has acted in a way so that the Plaintiff's right of occupancy has been put in jeopardy.

38. The Defendant has no right to terminate the Plaintiff's right of occupancy as the Plaintiff has not engaged in any conduct that would justify such an action.

39. Should the Defendant vote to terminate the Plaintiff's right of occupancy the Plaintiff will suffer irreparable harm.

AS AND FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment)

40. The Plaintiff repeats and re-alleges each and every allegation contained in paragraphs one (1) through thirty-nine (39) as though fully re-stated herein.

41. The Plaintiff has not engaged in any conduct that would warrant the Plaintiff's right of occupancy being terminated.

42. The Defendant has called a meeting for November 19, 2009 for the express purpose of terminating the Plaintiff's right of occupancy.

43. The Plaintiff is entitled to a declaratory judgment declaring that the Plaintiff has engaged in no conduct that would warrant the termination of her tenancy.

44. Based upon the foregoing the Plaintiff respectfully demands a declaratory judgment declaring that the Defendant has no right to terminate the Plaintiff's right of occupancy.

AS AND FOR A SECOND CAUSE OF ACTION
(Injunctive Relief)

45. The Plaintiff repeats and re-alleges each and every allegation contained in paragraphs one (1) through forty-four (44) as though fully re-stated herein.

45. The Plaintiff has a likelihood of success on the merits of her claim that the Defendant has no right to terminate her right of occupancy.

46. The Plaintiff will suffer irreparable harm if the Defendant holds a meeting to terminate the Plaintiff's right of occupancy to the subject unit.

47. A balancing of the equities tilts in favor of the Plaintiff.

48. The Plaintiff has no adequate relief as law.

49. Based upon the foregoing the Plaintiff is entitled to an injunction that will operate to enjoin the Defendant from holding a meeting to vote to terminate the Plaintiff's right of occupancy.

50. Based upon the foregoing the Plaintiff is entitled to an injunction that will operate to enjoin the Defendant from terminating the Plaintiff's right of occupancy.

AS AND FOR A THIRD CAUSE OF ACTION
(Declaratory Injunction)

52. The Plaintiff repeats and re-alleges each and every allegation contained in paragraphs one (1) through fifty-one (51) as though more fully set forth herein.

53. The floors in the subject unit are buckling due to a water leak emanating from outside of the subject unit.

54. It is the responsibility of the Defendant to abate the leak.

55. It is the responsibility of the Defendant to repair the damage caused by the leak.

56. A leak causing the buckling of the Plaintiff's floors has been a recurring problem.

57. In the past when the Plaintiff's floors have buckled because of an active water leak

the Defendant has taken steps to abate the leak and to repair the damage that the leak has caused.

58. The Defendant has refused to abate the present leak.

59. The Plaintiff's subject unit has buckled floors which makes habitation difficult.

60. The buckled floors in the subject unit make the marketing of the subject unit to prospective purchasers impossible.

61. The buckled floors in the subject unit make the selling of the subject unit to prospective purchasers impossible.

62. The Plaintiff respectfully demands a declaratory judgment that the Defendant is obligated to repair the Plaintiff's floors.

63. The Plaintiff respectfully demands a declaratory judgment that the Defendant is obligated to abate the nuisance by remedying the active water leak in the subject building.

AS AND FOR A FOURTH CAUSE OF ACTION
(Injunctive Relief)

64. The Plaintiff repeats and re-alleges each and every allegation contained in paragraphs (1) through sixty-three (63) as though more fully set forth herein.

65. It is the Defendant's obligation to abate the active leak.

66. It is the Defendant's obligation to repair the damage to the subject unit caused by the active leak.

67. The Plaintiff has a likelihood of success on the merits of her claim that the Defendant is obligated to abate the active leak.

68. The Plaintiff has a likelihood of success on the merits of her claim that the Defendant is obligated to repair the damage to the subject caused by the active leak.

69. In the event that the active leak is not abated the Plaintiff will suffer irreparable harm.

70. In the event that the damage to the Plaintiff's floors is not repaired the Plaintiff will suffer irreparable harm.

71. The Plaintiff has a likelihood of success on the merits.

72. Plaintiff respectfully demands an affirmative injunction that will operate to compel the Defendant to abate the active water leak.

73. The Plaintiff respectfully demands an affirmative injunction that will operate to compel the Defendant to repair the damage caused by the active water leak.

AS AND FOR A FIFTH CAUSE OF ACTION
(Money Damages for Discrimination)

74. The Plaintiff and Rotger repeat and re-allege each and every allegation contained in paragraphs one (1) through seventy-three (73) as though more fully set forth herein.

75. Rotger was formerly employed at the subject building as a porter.

76. Rotger is Hispanic.

77. Plaintiff and Rotger met while Rotger was working at the subject building.

78. Defendant fired Rotger for having a romantic relationship with Plaintiff.

79. The Defendant objects to the Plaintiff's continued occupancy in the subject building because she resides with a Hispanic former employee.

80. The Defendant's course of conduct against Plaintiff Rotger stems in large part from the fact that this wealthy Upper East Side cooperative objects to a Hispanic former porter residing side by side with the other cooperators.

81. The Plaintiff and Rotger have received and experienced disparate treatment because of Rotger's race.

82. The Plaintiff and Rotger do not have their packages and deliveries handled in the

same manner as the other shareholders.

83. The Plaintiff and Rotger are shunned by building personnel.

84. The Plaintiff and Rotger are under threat of having their right of occupancy terminated as a result of Rotger's ethnicity.

85. The Defendant has acted in a manner designed to violate the Plaintiff's and Rotger's civil rights.

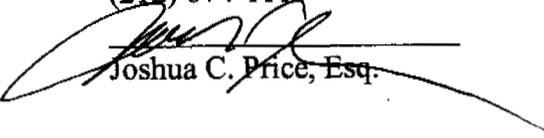
86. By reason of the foregoing the Plaintiff and Rotger demand judgment against the Defendant in an amount to be determined by the Court but in no event less than Ten Million Dollars (\$10,000,000).

WHEREFORE, based upon the foregoing, the Plaintiff demands judgment against Defendant as follows:

1. On Plaintiff's first cause of action a Declaratory Judgment;
2. On Plaintiff's second cause of action an Injunction;
3. On Plaintiff's third cause of action a Declaratory Judgment;
4. On Plaintiff's fourth cause of action an Injunction;
5. A money judgment in an amount to be determined by the Court but in no event less than Ten Million Dollars;
6. Costs, disbursements and legal fees in an amount to be determined by the Court;
7. Punitive Damages in an amount to be determined by the Court but in no event less than Ten Million Dollars.

Dated: New York, New York
November 16, 2009

Respectfully submitted,
LIPSIG PRICE, PLLC
Attorneys for the Plaintiffs
156 Fifth Avenue
Suite 823
New York, New York 10010
(212) 674-1111


Joshua C. Price, Esq.

To:

340 East 74th St. Owners Corp.
c/o Gumley Haft LLC
415 Madison Avenue
New York, New York 10017

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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CHRISTINE AKMAN and ANGEL ROTGER : Index No.

Plaintiffs, :
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.....: VERIFICATION

- against - :
:

340 EAST 74TH STREET OWNERS CORP. :
:

Defendant .

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X

State of New York)
)ss.:
County of New York)

CHRISTINE AKMAN being duly sworn deposes as follows:

1. I am the Plaintiff in this action.

2. I have read the annexed complaint and believe its contents to be true. As

to those matters stated upon information and belief, I believe those matters asserted to be true.

3. The source of my information are my books and records and my own personal knowledge.

Sworn to before me this ____ day of November 16, 2009


NOTARY PUBLIC


CHRISTINE AKMAN

JOSHUA PRICE
Notary Public, State of New York
No. 02PR0087110
Qualified in Suffolk County
Commission Expires February 10, 2011

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

CHRISTINE AKMAN a/k/a CHRISTINA AMBERS and
ANGEL ROTGER,

Plaintiffs,

-against-

340 EAST 74TH STREET OWNERS CORP.,

Defendant.

SUMMONS AND COMPLAINT

Attorneys for:

LIPSIG PRICE, PLLC
Plaintiff
156 Fifth Avenue – Suite 823
New York, New York 10010
212-674-1111

To:

Attorneys for:

Service of the within

is hereby admitted.

Dated:

.....
Attorneys for

Certification pursuant to Rule 130.1-1

