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| SUPREME COURT OF THE STATE OF NEW YORK  COUNTY OF Brooklyn  ------------------------------------------------------------------X  test,  Plaintiff,  vs.  test Defant, ,,    Defendant.  -----------------------------------------------------------------X |  |  | Index No.: |

**NOTICE REGARDING AVAILABILITY OF ELECTRONIC FILING**

**SUPREME COURT CASES**

**PLEASE TAKE NOTICE** that plaintiff(s)/petitioner(s) [defendant(s)/respondent(s)] in the case captioned above intends that this matter proceed as an electronically-filed case in the New York State Courts Electronic Filing System (“NYSCEF”) in accordance with the procedures therefor, set forth in Uniform Rule 202.5-b and described below. Under that Rule, filing and service of papers by electronic means cannot be made by a party nor can electronic service be made upon a party unless that party has consented to use of the System for the case in question. Each party served with this Notice must promptly file with the court and serve on all other parties either a consent or a declination of consent to electronic filing and service through NYSCEF for this case. (See Instruction # 2 below.)

**General Information**

Electronic filing offers significant benefits for attorneys and litigants, permitting documents to be filed with the County Clerk and the court and served, between or among consenting parties, by posting the documents on the NYSCEF Website, which can be done at any time of the day or night on any day of the week. There is no fee to use the NYSCEF System, whether for filing, service, or consultation of the electronic docket, nor is there a charge to print documents from the docket. Normal filing fees must be paid, but this can be done by credit or bank card on-line. For additional procedures and information, see Uniform Rule 202.5-b, any e-filing protocol that may have been promulgated by the court in question, and the NYSCEF Website at www.nycourts.gov/efile.

**Instructions**

1. Service of this Notice constitutes consent to e-filing and a statement of intent by the undersigned to use the NYSCEF System in this case. When an action or proceeding is being commenced through the NYSCEF System, this Notice must accompany service of the initiating papers.

2. Each party served with this Notice may consent to e-filing either: (i) by filing with the court and serving on all parties of record a consent to e-filing, or (ii) if an authorized e-filing user, by filing a consent electronically in the manner provided at the NYSCEF site. Parties who do not wish to consent must file and serve a written declination of consent. If one party or some but fewer than all parties consent, NYSCEF may be used by and between or among consenting parties.

3. Each participating attorney, unless already registered, or self-represented party must **PROMPTLY** create a NYSCEF account and obtain the confidential Filing User Identification Number and Password necessary to use the system. To create a NYSCEF account, go to www.nycourts.gov/efile, click the Create an Account link, and follow the instructions.

4. For additional information about NYSCEF, see the *User’s Manual and Frequently Asked Questions* on the Website, or contact the court in question or the NYSCEF Resource Center (phone: 646-386-3033; e-mail: efile@nycourts.gov; mailing address: 60 Centre Street, New York, New York 10007).

Dated: \_\_\_\_\_\_\_\_\_ \_\_\_\_, 2015

Signature Phone

Print Name Fax

Firm E-mail

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

Attorney(s) for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| SUPREME COURT OF THE STATE OF NEW YORK  COUNTY OF Brooklyn  ------------------------------------------------------------------X  test,  Plaintiff,  vs.  test Defant, ,,    Defendant.  -----------------------------------------------------------------X |  |  | Index No.:  **SUMMONS**  The basis of venue is situs of the real property in Brooklyn County, at 881 EASTERN PARKWAY, Brooklyn,NY 11213, Block 1388 , Lot 1003 |

To the above named defendant(s)

**YOU ARE HEREBY SUMMONED** to serve an answer to the complaint in this action, or if the complaint is not served with the summons, to serve a notice of appearance, on the Plaintiff’s Attorney(s) within 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 serve an answer or appear, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Brooklyn, New York

\_\_\_\_\_\_\_ , 2015

**Law Office of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Andre Shlomovich,

1999 Flatbush Avenue, Suite 205, Brooklyn, New York 11234

(718) 702-5021

*Attorney for Plaintiff*

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| SUPREME COURT OF THE STATE OF NEW YORK  COUNTY OF Brooklyn  ------------------------------------------------------------------X  test,  Plaintiff,  vs.  test Defant, ,,    Defendant.  -----------------------------------------------------------------X |  |  | Index No.:  **VERIFIED COMPLAINT** |

Plaintiff test,(hereinafter the “Plaintiff”), by and through her attorney, Craig Stuart Lanza Esq., complaining of the Defendant test Defant (hereinafter the “Defendant”), respectfully shows and alleges:

**THE PARTIES**

1. Plaintiff is a natural person residing in Brooklyn County, State of New York.
2. Upon information and belief that at all times hereinafter mentioned the Defendant was and still is an individual residing in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, State of New York.

**NATURE OF ACTION**

1. Plaintiff brings this action, pursuant to Article 15 of the Real Property Actions and Proceedings Law of the State of New York to clear a cloud upon title, as well as under Real Property Law 329, to cancel an instrument of record.

**FACTS**

1. By deed dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Plaintiff acquired title to property known as and located at 881 EASTERN PARKWAY, Brooklyn,NY 11213, Block \_1388 , Lot 1003(the “Premises”). Said deed was recorded in the Office of the City Register of the City of New York in CRFN No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. A copy of the deed is annexed as **Exhibit \_\_** hereto.
2. Plaintiff then began experiencing problems with tenants, who would not pay their rent.
3. Said tenants continued to remain in the premises while refusing to pay their monthly rent obligations.
4. Due to these tenants not making monthly rent payments, Plaintiff was unable to make monthly mortgage payments.
5. In or around \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Defendant began soliciting Plaintiff regarding the Premises.
6. Over the next month, Defendant made several inquiries of the Premises.
7. Defendant verbally assured Plaintiff that everything would be removed from his name and credit and everything would be paid.
8. Defendant preyed on Plaintiff making such assertions in order to coerce the transfer of Plaintiff’s interest in the property.
9. Defendant coerced Plaintiff over several months by making promises that he would not be liable under the mortgage.
10. That Defendant advised Plaintiff they would take his name off the mortgage and note.
11. Upon information and belief Defendant advised Plaintiff he would be doing so by satisfying the mortgage.
12. Plaintiff and Defendant entered into an oral agreement at the time of the subject deed transfer (the “Agreement) whereby Defendant agreed to remove all debts associated with the Premises including but not limited to the mortgage, back taxes, and any other form of obligation or debt Plaintiff had been associated with the Premises in exchange for Plaintiff’s ownership interest in the property.
13. On or about, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Plaintiff agreed to meet Defendant in a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
14. Defendant arrived with another person, whom did not give name but was solely used to intimidate Plaintiff into executing the documents Defendant presented.
15. With the use of duress and coercion, Defendant pressured Plaintiff to execute a Bargain and Sale Deed to Defendant in exchange of ten ($10) dollars. A copy of the Deed to Defendant is annexed as **Exhibit \_\_** hereto.
16. Additionally, Plaintiff had signed forged Defendant’s name on documents that Defendant did not sign.
17. Since the date of the transfer, the Premises has remained in disrepair and all terms and assertions made by Defendant to have all debts and obligations of the Plaintiff be removed have been unfulfilled.
18. Plaintiff has not been properly compensated for transferring his interest in the Property to Defendant.
19. Upon information and belief, the Premises were rented out by Defendant.
20. Upon information and belief, Defendant has not made any attempt to remove Plaintiff’s debts as contracted between the parties.
21. Upon information and belief, no defendant herein is unknown or an infant, mentally retarded, mentally ill or an alcohol abuser.
22. Any judgment granted herein will not affect any person or persons not in being or ascertained at the commencement of this action, who by any contingency contained in a devise or grant or otherwise, could afterward become entitled to a beneficial estate or interest in the property involved; and whether every person in being who would have been entitled to such estate or interest, if such event had happened immediately before the commencement of the action, is named as a party hereto.

**AS AND FOR A FIRST CAUSE OF ACTION**

**(RPAPL Article 15)**

1. Plaintiff repeats, realleges and reiterates each and every allegation and statement set forth in paragraphs “1” through “25”.
2. Defendant is not a bona fide purchaser as the conveyance to Defendant was without consideration and in furtherance of Defendant’s fraudulent transfer scheme.
3. In fact, Defendant, utilized intimidation and duress to coerce Plaintiff to sign documents that he did not fully understand.
4. Further, the documents filed with the City Register of the City of New York are not documents Plaintiff signed on or about \_\_\_\_\_\_\_\_\_\_. The signatures are not those of Plaintiff. A copy of the fraudulent deed is annexed as **Exhibit \_\_** hereto.
5. Plaintiff is entitled to a declaration that he is the lawful owner of the Premises and that legal title to the Premises is free and clear from any title or possessory interest of Defendant, or any other person or entity.
6. That any documents signed by Plaintiff concerning the transfer of the Premises shall be deemed null and void.
7. That the deed dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, should be declared null and void, and stricken from the record.

**AS AND FOR A SECOND CAUSE OF ACTION**

**BREACH OF CONTRACT**

1. Plaintiff repeats, realleges and reiterates each and every allegation and statement set forth in paragraphs “1” through “32”.
2. Pursuant to the terms of the Agreement, Defendant agreed upon to remove any and all obligations belonging to Plaintiff.
3. Defendant failed to perform their obligations pursuant to the Agreement by not pursuing removing Plaintiff from any and all obligations involving the property in exchange for Plaintiff’s ownerships interest in the Premises.
4. That as a result of Defendant’s breach of the Agreement and bad faith, the Plaintiff has incurred, and will continue to incur, consequential and/or incidental damages.
5. In light of the foregoing, the Plaintiff is entitled to incidental and/or consequential damages, with interest from the date of breach, to be determined by the trier of facts hereof, but not less than $300,000.00.

**AS AND FOR A THIRD CAUSE OF ACTION**

**FOR FRAUD**

1. Plaintiff repeats, realleges and reiterates each and every allegation and statement set forth in paragraphs “1” through “37”.
2. Pursuant to the Agreement, Defendant specifically told Plaintiff that all forms of debt, liability including but linked to the Mortgage and Taxes would be removed from Plaintiff’s name.
3. Defendant intended to defraud Plaintiff by making such a statement, whereby to induce reliance by Plaintiff.
4. Defendant reasonably relied upon the representation that Defendant would remove any and all liabilities with the Premises because Defendant represented himself to be real estate agent who had previously done so successfully.
5. Defendant has not relieved any of Plaintiff’s liabilities linked to the Premises but only fraudulently conveyed the property and continued to allow all debts and liabilities to continue to grow.
6. Furthermore, Plaintiff has suffered damage, as he is no longer record fee owner and his liabilities still remain with the premises.
7. It is beyond cavil that coercing an ignorant Plaintiff by over $300,000.00 for allegedly removing Plaintiff from any and all debts, is fraud per se by Defendant *ab initio*, as a matter of law.
8. By coercing and inducing Plaintiff to such a fraudulent scheme and causing him to transfer the Property to Defendant in furtherance of such a fraudulent scheme, Defendant has damaged Plaintiff in an amount not to exceed $2,000,000.00.
9. Through his shocking fraud, Defendant has also forfeited all right to any proceeds gained or sought to recover from the transaction and should be disgorged of such gain and precluded from any such recovery.
10. The conveyance to Defendant by Deed must therefore be voided and/or otherwise compelled to return the Deed to Plaintiff.
11. Moreover, the above facts manifest circumstance of such aggravation outrage and a fraudulent or evil motive on Defendant’s part that punitive damaged are compelled.
12. Upon information and belief, Defendant intended to take the deed for little to no consideration and never intended to clear the mortgage.
13. Upon information and belief, Defendant intended to defraud Plaintiff, take the deed and collect rent until the property was foreclosure and sold.
14. Upon information and belief, Defendant had no intent on keeping or restoring the property.
15. Upon information and belief, as a result of Defendant’s successful fraud, Defendant was able to collect thousands of dollars in rent.
16. Plaintiff therefore seeks exemplary and punitive damage as the Court may determine.

**AS AND FOR A FOURTH CAUSE OF ACTION**

**FOR INTENTIONAL MISREPRESTATION**

1. Plaintiff repeats, realleges and reiterates each and every allegation and statement set forth in paragraphs “1” through “53”.
2. Plaintiff was induced to enter into an agreement with Defendant for the Premises based on oral misrepresentations made by Defendant concerning the validity and legitimacy of the transaction.
3. Defendant failed to inform Plaintiff of the nature of the transaction, after coercing Plaintiff to enter into the agreement.
4. Defendant did so for the purpose of inducing Plaintiff to rely on such misrepresentation.
5. Plaintiff then justifiably relied on the misrepresentations.
6. In so doing, Plaintiff suffered damages in the amount of $2,000,000.00.
7. Moreover, the above facts manifest a circumstance of such aggravation, outrage and a fraudulent or evil motive on Defendant’s part that punitive damaged are compelled.
8. Plaintiff therefore seeks exemplary and punitive damage as the Court may determine.

**AS AND FOR A FIFTH CAUSE OF ACTION**

**FOR HOME EQUITY THEFT**

1. Plaintiff repeats, realleges and reiterates each and every allegation and statement set forth in paragraphs “1” through “61”.
2. Plaintiff is a less informed and low income community member.
3. Plaintiff is a homeowner who was in default of the mortgage at the time of the transfer to Defendant occurred.
4. That while Plaintiff was in default, Plaintiff was a homeowner in financial distress and financially unsophisticated.
5. Defendant was an aggressive equity purchaser who induced Plaintiff to sell his home for a small fraction of the properties fair market value.
6. That Plaintiff was vulnerable to Defendant’s aggressive tactics.
7. That Defendant knew Plaintiff was an unsophisticated homeowner who was in financial distress.
8. That as a result of Defendant’s tactics, Plaintiff signed away the home as a result of Defendant’s scheme and oral promise to get Plaintiff’s name off the mortgage and note.
9. Defendant preyed on Plaintiff in his current financial situation in order to usurp the Premises from him.
10. The statute provides for that purchase must purchase the premises for an amount that is eighty-two (82%) percent the fair market value.
11. Defendant only gave Plaintiff a nominal amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ($\_\_\_\_\_\_\_\_\_\_\_\_) dollars in exchange of the premises.
12. Plaintiff has done exactly what said act is designed to protect.
13. Therefore, Plaintiff would like to rescind the deed given to Defendant.
14. Moreover, the above facts manifest a circumstance of such aggravation outrage and a fraudulent or evil motive on Defendant’s part that punitive damaged are compelled.
15. Plaintiff therefore seeks exemplary and punitive damage as the Court may determine.

**AS AND FOR THE SIXTH CAUSE OF ACTION**

**FOR A DECLARATORY JUDGMENT**

1. Plaintiff repeats, realleges and reiterates each and every allegation and statement set forth in paragraphs “1” through “76.”
2. The Defendant forged the Plaintiff’s signature on the deed which was recorded on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ without the Plaintiff’s consent and with no notice that the Plaintiff intended to convey the premises to the Defendant.
3. Defendant’s recording of the forged \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ deed was an intentional wrongful act to deprive the Plaintiff of his ownership of the subject premises and to also wrongfully receive the beneficial interest of the property’s ownership.
4. The Defendant knowingly recorded the forged deed with the Office of the City Register for the County of Kings, to create notice to the public at large that the Defendant is the owner of the property, when truly he is not.
5. As a result, Defendant never acquired any right, title, or any interest in the property, nor any authority to transfer title, so the deeds that he executed to himself must be deemed a nullity because Defendant never had any authority to sell/transfer/convey the property.
6. As a result, Plaintiff prays for an Order that the deeds be rescinded and that title be returned to Plaintiff.
7. The Plaintiff has been damaged by losing clear and marketable title to the subject premises.
8. Plaintiff has no adequate remedy at law.
9. A justiciable controversy exists pursuant to CPLR §3001.

**WHEREFORE**, the Plaintiff demands judgment as follows:

a declaration that Plaintiff is the lawful owner of the Premises and that complete title and possession of the Premises is vested solely in the Plaintiff and that that any documents signed by Plaintiff transferring title and possessory interest in the Premises are deemed null and void and the deed to Defendant dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ be declared null and void and be stricken from the record;

a declaration that Defendant have forfeited all rights to any proceeds gained or they seek to recover, from the transaction and are accordingly disgorged of such gains and precluded from any such recovery;

A rescission of the Deed and reconveyance of the Property to Plaintiff ;

An order and judgment forever barring Defendant and any persons claiming interest in the Property by through or under such Defendant, from any such claim to the Property;

Exemplary and punitive damages as the Court may determine;

On the second cause of action, compelling Defendant Palmer to specifically perform and comply with the terms of the Contract for the Premises;

On the third cause of action, declaring that the deed from Plaintiff to Defendant Green Way are null and void; awarding incidental and/or consequential damages, with interest from the date of fraud, to be determined by the trier of facts hereof, but not less than $300,000.00

On the fourth cause of action, awarding incidental and/or consequential damages, with interest from the date of misrepresentations, to be determined by the trier of facts hereof, but not less than $2,000,000.00;

Together with attorney’s fees, the costs and disbursements of this action and for such other and further relief as this Court deems just and proper.

Dated: Brooklyn, New York

\_\_\_\_\_\_\_\_\_ , 2015

**Law Office of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Andre Shlomovich,

1999 Flatbush Avenue, Suite 205, Brooklyn, New York 11234

(718) 702-5021

*Attorney for Plaintiff*

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| SUPREME COURT OF THE STATE OF NEW YORK  COUNTY OF Brooklyn  ------------------------------------------------------------------X  test,  Plaintiff,  vs.  test Defant, ,,    Defendant.  -----------------------------------------------------------------X |  |  | Index No.: |

**SUMMONS AND VERIFIED COMPLAINT**

**Law Office of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Andre Shlomovich,

1999 Flatbush Avenue, Suite 205, Brooklyn, New York 11234

(718) 702-5021

*Attorney for Plaintiff*

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| SUPREME COURT OF THE STATE OF NEW YORK  COUNTY OF Brooklyn  ------------------------------------------------------------------X  test,  Plaintiff,  vs.  test Defant, ,,    Defendant.  -----------------------------------------------------------------X |  |  | Index No.:  **NOTICE OF PENDENCY ACTION** |

**NOTICE IS HEREBY GIVEN** that an action has been commenced an is now pending in the Supreme Court of Brooklyn County upon the Complaint of the above named Plaintiff, test, against the above-named Defendant(s), test Defant, for the specific performance based on fraudulent transfer of deed between the Defendants, as Sellers, and the Plaintiff, as Purchaser, pursuant to a:

NOTICE IS FURTHER GIVEN, that the property affected by this action, at the time of the commencement of this action and at the time of the filing of this Notice of Pendency was identified as 881 EASTERN PARKWAY, Brooklyn,NY 11213, Block 1388 , Lot 1003 on the Land and Tax Map of the County of Brooklyn,, State of New York, and is commonly known as 881 EASTERN PARKWAY, Brooklyn,NY 11213, Block 1388 , Lot 1003 and is more particularly described pursuant to Schedule A attached, hereto and made a part hereof.

**NOTICE IS FURTHER GIVEN,** that the subject premises, affected by lien, were at the time of the commencement of this action, and at the time of the filing of this Notice, situated at 881 EASTERN PARKWAY, Brooklyn,NY 11213, Block 1388 , Lot 1003in the County of Brooklyn, State of New York, and described in said Deed and in Schedule A individually attached hereto and made part hereof.

**TOGETHER** with all the right, title and interest of the Defendant in and no the land lying in the street and roads in front of and adjoining said premises.

The Clerk of the County of Brooklyn is directed to index this Notice against the above named Defendant(s) test Defant,

Dated: \_\_\_\_\_\_\_\_ , 2015

Brooklyn, New York

\_\_\_\_\_

**Law Office of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Andre Shlomovich,

1999 Flatbush Avenue, Suite 205, Brooklyn, New York 11234

(718) 702-5021

*Attorney for Plaintiff*

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| SUPREME COURT OF THE STATE OF NEW YORK  COUNTY OF Brooklyn  ------------------------------------------------------------------X  test,  Plaintiff,  vs.  test Defant, ,,    Defendant.  -----------------------------------------------------------------X |  |  | Index No.: |

**NOTICE OF PENDENCY ACTION**

**Law Office of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Andre Shlomovich,

1999 Flatbush Avenue, Suite 205, Brooklyn, New York 11234

(718) 702-5021

*Attorney for Plaintiff*

**VERIFICATION**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** being duly sworn, deposes and says:

I am the plaintiff in the above-entitled action. I have read the foregoing

complaint and know the contents thereof. The same are true to my knowledge, except

as to matters therein stated to be alleged on information and belief and as to those

matters I believe them to be true.

**X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(managing agent signature in front of notary – delete this comment when finished)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Print name of managing agent of corp and name of corp – delete this comment when finished)**

Plaintiff

Sworn to before me this

\_\_\_\_\_\_\_\_ day of , 20\_\_\_

Notary Public