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

X

THE STUYVESANT TOWN - PETER COOPER VILLAGE TENANTS' ASSOCIATION, SUSAN STEINBERG as President and Tenant Representative and BETH ROSNER, STEVEN NEWMARK, RORY O'CONNOR and JODI STRAUSS individually and as ASSOCIATION members,

Plaintiffs,

- against -

BPP ST OWNER LLC and BPP PCV OWNER LLC, the CITY OF NEW YORK and the NEW YORK CITY HOUSING DEVELOPMENT CORPORATION and the STATE OF NEW YORK HOMES AND COMMUNITY RENEWAL

X

Index No.: _____

SUMMONS

Plaintiffs designate New York County as the place of trial

The basis of venue is that the cause of action arose in New York County [C.P.L.R. §504(c)]

To the above named Defendants:

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with the summons, to serve a notice of appearance, on the Plaintiffs' 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 the 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
March 4, 2020

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TO: BPP ST OWNER LLC and BPP PCV OWNER LLC

C/O Corporation Service Company
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CITY OF NEW YORK / NEW YORK CITY HOUSING DEVELOPMENT CORPORATION
Defendant - Corporation Counsel
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New York State Homes and Community Renewal /Office of the General Counsel
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New York, NY 10022

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SUPREME COURT OF THE STATE OF NEW YORK
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THE STUYVESANT TOWN - PETER COOPER VILLAGE TENANTS' ASSOCIATION, SUSAN STEINBERG as President and Tenant Representative and BETH ROSNER, STEVEN NEWMARK, RORY O'CONNOR and JODI STRAUSS individually and as ASSOCIATION members,

Index No.: _____

Plaintiffs,

COMPLAINT FOR DECLARATORY JUDGMENT

- against -

BPP ST OWNER LLC and BPP PCV OWNER LLC, the CITY OF NEW YORK and the NEW YORK CITY HOUSING DEVELOPMENT CORPORATION and the STATE OF NEW YORK HOMES AND COMMUNITY RENEWAL

X

Plaintiffs, THE STUYVESANT TOWN - PETER COOPER VILLAGE TENANTS' ASSOCIATION ("ST/PCVTA"), SUSAN STEINBERG ("STEINBERG"), BETH ROSNER, STEVEN NEWMARK, RORY O'CONNOR and JODI STRAUSS, ("Tenant-Plaintiffs") by way of Complaint for Declaratory Judgment against Defendants, BPP ST OWNER LLC, BPP PCV OWNER LLC, the CITY OF NEW YORK and the NEW YORK CITY HOUSING DEVELOPMENT CORPORATION ("HDC") and STATE OF NEW YORK HOMES AND COMMUNITY RENEWAL ("HCR"), allege, upon information and belief, as follows:

INTRODUCTION

1. This is an action for declaratory judgment pursuant to New York Civil Practice Law and Rules ("CPLR") § 3001 to obtain a judicial declaration of rights with respect to lease

renewals and rent increases for a certain tenants residing at Stuyvesant Town and Peter Cooper Village ("ST-PCV"), including four individual Plaintiffs herein ("Tenant-Plaintiffs").

2. Tenant-Plaintiffs, along with other tenants at ST-PCV are subject to an agreement between and among the Defendants known as the "REGULATORY AGREEMENT by and among BPP ST OWNER LLC and BPP PCV OWNER LLC and NEW YORK CITY HOUSING DEVELOPMENT CORPORATION" dated December 18, 2015 (the "Regulatory Agreement").

3. None of the Tenant-Plaintiffs or similarly situated tenants were parties to the Regulatory Agreement.

4. Like all tenants subject to the New York State Emergency Tenant Protection Act of 1974 as well as the New York City Rent Stabilization Law of 1969, these tenants are also subject to the recently enacted the New York State Housing Stability and Tenant Protection Act of 2019, effective as of June 14, 2019 ("HSTPA").

5. Though nothing in the Regulatory Agreement specifically exempts affected tenants from the impact of future general laws addressing rents and tenure protections, upon information and belief, BPP ST OWNER LLC and BPP PCV OWNER LLC (the "Defendant-Owners") have taken the position that the Regulatory Agreement controls the rents and regulatory status of the Tenant-Plaintiffs in a manner that is inconsistent with their rents and the regulatory status secured under the HSTPA.

6. The HSTPA provides in relevant part that for rent stabilized tenants who are entitled to receive a renewal lease after the effective date of the Act (June 14, 2019) "... the amount of rent for such housing accommodation that may be charged and paid shall be no more

than the rent charged to and paid by the tenant prior to that renewal, as adjusted by the most recent applicable guidelines increases and any other increases authorized by law." HSTPA, PART E §2. There is an exception for buildings subject to rent stabilization by virtue of certain regulatory agreements and which are in receipt of certain federal "project based rental assistance". That exception does not apply here.

7. Under the HSTPA Correction Bill (Part Q §8) there is also an exception from coverage for units that were not subject to rent stabilization as of June 14, 2019 or which may subsequently become deregulated pursuant to "subdivision 16 of section 421-a" of the Real Property Tax Law. Neither of those exceptions apply to the instant complaint.

8. Moreover, high rent / high income deregulation (described more fully at ¶36-38) is fully repealed (HSTPA Part D) and units subject to stabilization on June 14, 2019 remain subject to rent stabilization regardless of future vacancies or high rent / high income status.

9. Under the Regulatory Agreement, Defendants established various subclasses of units and tenancies, some of which are referred to as "Designated Roberts Units". The Regulatory Agreement purports to permit deregulation of these apartments "on or after July 1, 2020" (though a "5% per annum" rent cap is imposed for a five year period for certain tenants). (Regulatory Agreement at ¶3.10)

10. Also under the Regulatory Agreement, certain units designated as "Market Units" carry no income or rent restrictions but "may be subject to Rent Stabilization, as applicable". (Regulatory Agreement ¶3.14)

11. Over the next two years, leases are expected to end for at least several hundred

tenant households falling within these groups. Upon information and belief, their status as regulated tenants with renewal rights and rent guidelines protection (now at 1.5% for a one year renewal under NYC Rent Guidelines Board Order #51) will or may be challenged by the Defendant-Owners.

12. Plaintiffs have no present indication from the CITY OF NEW YORK, the NEW YORK CITY HOUSING DEVELOPMENT CORPORATION ("HDC") nor from any agency of the STATE OF NEW YORK including HCR (the "Defendant-Agencies") that newly established rents and renewal protections under the HSTPA will be acknowledged and enforced for these Tenant-Plaintiffs and similarly situated tenants.

13. This presents the possibility of widespread litigation with a multiplicity of suits along with a potential for conflicting judicial determinations.

14. Given the sizeable and potentially harsh consequence on families and individuals faced with the possibility of losing rent and lease renewal protections under the rent stabilization laws, Plaintiffs respectfully come to this Court for a declaration of their legal status.

15. Distilled to its essence, the question before this Court is whether anything in the language or intent of either the HSTPA or the Regulatory Agreement somehow prohibits the prospective application of the HSTPA in limiting rents and guaranteeing future lease renewals for the Tenant-Plaintiffs as rent stabilized tenants.

16. Plaintiffs know of no basis for denying the protection of the HSTPA - a law of general application addressing a market wide housing emergency - to Plaintiff-Tenants and all other similarly situated tenants.

JURISDICTION, FORM OF ACTION AND VENUE

17. CPLR § 3001 provides: "The supreme court may render a declaratory judgment having the effect of a final judgment as to the rights and other legal relations of the parties to a justiciable controversy whether or not further relief is or could be claimed." This Court has jurisdiction pursuant to CPLR § 3001 to render a declaratory judgment regarding the rights of the respective parties to this proceeding.

18. A declaratory judgment action is an appropriate avenue of relief where Plaintiffs seek a determination as to the regulatory status and legal rents for residential apartments. See e.g. *Cooper v 85th Estates Co.*, 57 Misc 3d 1223[A], 2017 NY Slip Op 51636[U] [Sup Ct, NY County 2017]) (Finding that declaratory judgment is appropriate for determining rent stabilized status.)

19. Venue is proper in New York County pursuant to CPLR §503 and §504 because Tenant-Plaintiffs BETH ROSNER, STEVEN NEWMARK, RORY O'CONNOR and JODI STRAUSS reside in New York City and the cause of action arose in New York County. Additionally this action is against two private and one public corporation with principal offices in New York County.

PARTIES

20. Plaintiff ST/PCV TA is a non-profit membership corporation which represents over two thousand tenant members residing at ST-PCV - a complex of 110 buildings containing approximately 11,000 apartments (a number that fluctuates with the combination and subdivision

of units) located south of midtown Manhattan. SUSAN STEINBERG is the current President of the ST-PCV TA.

21. Plaintiff BETH ROSNER, has been a rent stabilized tenant of apartment #10H at 4 Stuyvesant Oval, New York, New York 10009 (Stuyvesant Town) since on or about August 1, 2009, with a current lease which commenced on August 1, 2019 and which expires on July 31, 2021. Ms. ROSNER'S apartment is subject to the Regulatory Agreement.

22. Plaintiff STEVEN NEWMARK, has been a rent stabilized tenant of apartment #11A at 444 East 20th Street, New York, New York 10009 (Stuyvesant Town) since July 15, 2010, with a current lease which commenced on July 1, 2019 and which expires on June 30, 2021. Mr. NEWMARK's apartment is subject to the Regulatory Agreement.

23. Plaintiff RORY O'CONNOR, has been a rent stabilized tenant of apartment #14F at 440 East 23rd Street, New York, New York 10010 (Peter Cooper Village) since October of 2009, with a current lease which commenced on November 1, 2018 and which expires on October 31, 2020. Mr. O'CONNOR's apartment is subject to the Regulatory Agreement.

24. Plaintiff JODI STRAUSS, has been a rent stabilized tenant of apartment #6H at 526 East 20th, New York, New York 10009 (Stuyvesant Town) since October 31, 2009, with a current lease which commenced on November 1, 2019 and which expires on October 31, 2021. Ms. STRAUSS's apartment is subject to the Regulatory Agreement.

25. Defendant BPP ST OWNER LLC is the ownership entity which holds title to the complex generally referred to as Stuyvesant Town and Defendant BPP PCV OWNER LLC is the ownership entity which holds title to the complex generally referred to as Peter Cooper Village

(collectively referred to herein as the "Owners" or Defendants).

26. Defendant CITY OF NEW YORK is a municipal corporation duly incorporated and existing pursuant to the laws of the State of New York and having its principal offices at City Hall, New York, NY 10007.

27. Defendant NEW YORK CITY HOUSING DEVELOPMENT CORPORATION is a public housing agency and is a party to the Regulatory Agreement at issue here.

28. Defendant New York State Homes and Community Renewal ("HCR") is the administrative agency charged with *inter alia*, the responsibility and duty of implementing the Rent Stabilization Law (New York City Administrative Code §26-501 *et seq.* also referred to as the "RSL") and the Emergency Tenant Protection Act of 1974 (N.Y. Unconsol. Law ch. 249-B, § 1 et seq.) including the HSTPA of 2019 which amends both laws.

FACTUAL BACKGROUND

FORMATION AND EARLY YEARS

29. Constructed in the 1940's on 80 contiguous acres in Manhattan's former Gas House District ST-PCV has a long history as a public/private partnership aimed at providing affordable housing for middle class renters.[1]

30. Under the Redevelopment Company Law of 1942, ST-PCV initially benefitted from a series of governmental supports and subsidies. As described by Justice Feld of the New

[1]See generally, Bagli, *Other People's Money*, 2013 p. 15 (Bagli's work chronicles the history of STPCV through 2011.)

York Court of Appeals in 1949:

> The co-operative activities set forth in the statute demonstrate that the state and city governments were to have a deep interest in, and a close connection with, these redevelopment enterprises. Not only did it fix their maximum rents and profits but it laid down careful limitations with respect to their financing and mortgaging, the selling or disposing of the property and the altering of the structures (§§ 15, 23). To the city governments, the statute gave authority to approve any plan for a proposed development, and power to include, by contract, provisions for the 'operation and supervision of the project' (§ 15). In addition, the City was enabled to use certain of its governmental powers to aid the work. It was empowered to condemn property by eminent domain in order to assemble the area to be rehabilitated, and then to convey the property to the redevelopment companies at cost (§ 20); to close off and transfer public streets; and to grant tax exemption on the improvements for a twenty-five-year period (§ 26). In sum, the companies and the enterprises were to be governmentally aided and effectuated, as well as supervised and regulated, in numerous ways.
>
> (*Dorsey v Stuyvesant Town Corp.*, 299 NY 512, 537 [1949], Fuld, *dissenting*)

31. This special public/private partnership for the purpose of providing affordable middle class housing continued through various extensions of the state tax exemptions afforded ST-PCV (See e.g. *Akari House, Inc. v Irizzary*, 81 Misc 2d 543 [Sup Ct, NY County 1975] – a taxpayer suit finding that the extension of additional tax benefits to ST-PCV did not violate equal protection or establish an unconstitutional special benefit to private parties shorn of any public purpose or benefit.)

32. With the exception of management imposed restrictive racial policies early on (which thousands of tenants successfully opposed),[2] ownership under Met Life insurance company proved to strike a stable balance between reasonable economic returns and basic middle

[2] Id. at 1-47.

class affordability for decades described as the "Golden Age" of ST-PCV.[3]

RENT STABILIZATION

33. When the City of New York adopted the Rent Stabilization Law of 1969 (the "RSL"), ST-PCV like all post-war construction meeting the criteria for coverage, all 11,000 plus apartments fell under rent stabilization.

34. Following a brief period of vacancy deregulation between 1971 and 1974 (which prompted the initial organization of Plaintiff ST-PCV TA) complex wide stabilization was re-imposed with the adoption of the Emergency Tenant Protection Act of 1974 which terminated vacancy deregulation. At this juncture all apartments in ST-PCV benefitted from the protections of rent stabilization.

HIGH RENT / HIGH INCOME DEREGULATION

35. At no time in this period had any of the various rent stabilization laws (nor the City's older rent control laws) ever applied an income based means test as a condition of coverage and protection.

36. Responding to pressure from the city's real estate industry that the rent stabilization system should be looked upon as a subsidy system and that higher income households should not receive protection from the effects of the housing shortage on rents,[4] in 1993, the state Legislature adopted the Rent Regulation Reform Act (RRRA) (L 1993, ch. 253)

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[3] Id. at 49-77.

[4] See generally, Timothy Collins, "*'Fair Rents' or 'Forced Subsidies' under Rent Regulation Finding a Regulatory Taking where Legal Fictions Collide.*" 59 Albany L. Rev. 1293, 1316-1318 (1996).

which generally permitted deregulation of vacant apartments renting for $2,000 per month or more and which permitted deregulation of occupied apartments renting for $2,000 per month or more if such units were occupied by households with incomes in excess of $250,000 per year.

THE J-51 EXEMPTION FROM DEREGULATION

37. The new law created an exception to such deregulation for units in buildings which "became or become subject to this law [i.e., the RSL] (a) by virtue of receiving tax benefits pursuant to section . . . four hundred eighty-nine of the real property tax law [otherwise known as J-51 benefits]" (RSL §§26-504.1, 26-504.2).

38. These "high rent" / "high income" deregulation provisions were subsequently modified and amended in 1997, 2000, 2003, 2011 and 2015.

39. Prior to the 1997 amendments Defendant HCR (then acting as the Division of Housing and Community Renewal or "DHCR") issued an advisory opinion which stated that participation in the J-51 program only precluded high rent / high income decontrol "where the receipt of such benefits is the sole reason for the accommodation being subject to rent regulation."

40. DHCR subsequently promulgated conforming changes to the Rent Stabilization Code ("RSC") and issued various clarifying Fact Sheets limiting the scope of the J-51 exemption from high rent / high income deregulation to "[a]partments that are subject to rent regulation only

because of the receipt [of J-51 benefits]". (Fact Sheet #36)[5]

41. In 2006 MetLife sold the properties to PCV/ST (a predecessor in interest to the Owner-Defendants here) for $ 5.4 billion.

42. During the period between the adoption of the RRRA of 1993 and the 2006 sale, MetLife, with DHCR's approval, began charging market-rate rents for those rental units in the properties where the conditions for high rent/high income luxury decontrol were met.

THE ROBERTS LITIGATION

43. Shortly after the sale of ST-PCV, a class action lawsuit was brought alleging that the owners and DHCR had improperly destabilized thousands of the apartments at ST-PCV under an erroneous reading of the applicable provisions of the high rent / high income deregulation laws.

44. Final judicial resolution of the issue came in the well known ruling in *Roberts v Tishman Speyer Props., L.P.*, 13 NY3d 270, 281-283 [2009]).

45. In *Roberts* the Court of Appeals held that both the DHCR's reading and the owner's interpretation of the J-51 exemption were in error – that both the plain language and the legislative history of the ban on high rent / high income deregulation during the period of receipt of J-51 benefits demonstrated that it was not limited to only units that became subject to rent

[5]This legislative and administrative history is set forth in greater detail in *Roberts v Tishman Speyer Props., L.P.*, 13 NY3d 270, 281-283 (2009) described *infra*.

stabilization by virtue of J-51 benefits. That is, units that were not previously rent stabilized *as well as those that were previously stabilized* which experienced rent increases taking them above the deregulation thresholds still remained stabilized.

46. The Court, in effect, held that the deregulation exception secured by the J-51 benefits covered all of the previously deregulated units at ST-PCV. Consequently, several thousand units previously thought deregulated were now brought within coverage.

47. In an effort to resolve all of the complex overcharge and future regulatory status claims arising out of the Court's holding, in November of 2012 the parties entered into a "STIPULATION AND AGREEMENT OF SETTLEMENT" (the "Settlement Agreement") which provided a complex package of refunds to class members, attorneys fees and costs.

48. One key issue to be resolved in the settlement had to do with prospective rent stabilization coverage for all of the wrongfully deregulated apartments.

49. As summarized in *Foster v Corona Park Realty Inc.*, 2019 NY Slip Op 33324[U], [Sup Ct, NY County 2019]) "[w]here an Apartment is deemed rent-stabilized as a result of the receipt of J-51 tax benefits, but no notice or rider was provided to the tenant, the apartment remains rent-stabilized throughout the duration of the tenant's tenancy." *citing Matter of 73 Warren St., LLC v State of N.Y. Div. of Hous. & Community Renewal,* 96 AD3d 524, 527-28, 948 N.Y.S.2d 2 (1st Dept 2012); Administrative Code of the City of New York ("Administrative Code") § 26-504; Real Property Tax Law ("RPTL") § 489 (7) (b) (2).

50. During the pre-Roberts period, upon information and belief, none of the ST-PCV

leases and renewals contained such riders. Since the requirement is to include the rider in all renewal leases, the omission of a rider from a single renewal lease during the J-51 benefit period is sufficient to negate the possibility of deregulation during the life of that tenancy. See NYC Admin Code §26-504(c).

51. In resolving these issues, the 2012 Settlement Agreement established that the schedule of reduced rents (and full stabilization protection) would continue through the J-51 benefit period (through June 30, 2020) and that the beneficiaries of the agreement would otherwise waive any objection to the owner's failure to provide the required notices.

52. Nothing in the claims herein directly, indirectly, collaterally or otherwise challenge the validity of the Settlement Agreement and nothing herein raises the Settlement Agreement as evidence of any material point nor as a basis for declaratory relief. It is merely background for understanding subsequent events.

THE REGULATORY AGREEMENT

53. As of October 2015, the property was sold to Blackstone Group LP and Ivanhoé Cambridge, which, upon information and belief is the real-estate arm of pension fund Caisse de dépôt et placement du Québec. The sale, upon information and belief, was for approximately $5.3 billion.

54. In anticipation of the pending loss of units from stabilization coverage, as well as to secure a stable segment of "affordable" units going forward, prior to the October 2015 sale of ST-PCV the City of New York engaged in discussions with the prospective new owners offering

assistance with financing as well as support for a (presumably lucrative) transfer of "unused development [air] rights from the Property to appropriate receiving areas subject to all legally required reviews." (*quoting* October 19, 2015 Term Sheet at p. 10 under "City Cooperation")

55. Notably in discussing "Rent Limits on Roberts' Units" the same Term Sheet (at page 4), addressed the central issue in this declaratory judgment action:

> Commencing in June of 2020, units ... which were subject to the Roberts Settlement will become deregulated *if permitted by applicable law*, provided, however, for an occupancy period ending five years immediately following June 30, 2020, with respect to any tenants occupying units at the Property which were subject to the Roberts Settlement and which tenant was in occupancy at the time the Roberts Settlement was effected, Purchaser will agree to limit rent increases for such tenants to 5% per annum. (emphasis added in *italics*).

56. These are the units at issue in this litigation. And the question is whether the subsequently adopted HSTPA constitutes "applicable law" which now governs the regulatory status of these units.

57. Following the sale the Owner-Defendants and the New York City Housing Development Corporation entered in to the Regulatory Agreement which, in paragraph 3.10 states as follows:

> Nothing in this Agreement will prohibit the Owner from deregulating Designated Roberts Units [defined, in part, as units 'subject to Rent Stabilization pursuant to the Roberts Settlement and that were occupied by tenants as of the date of the Roberts Settlement (November 30, 2012) and by the same tenants continually through the date of this Agreement.'] or any other Units that were subject to the Roberts Settlement, in either case, on or after July 1, 2020. For the five-year period commencing July 1, 2020, in addition to any other limits on rents required by law, the Owner shall limit rent increases for tenants occupying Designated Roberts Units and who were in occupancy of the same Designated Roberts Unit at the time the Roberts Settlement was effected to 5% per annum.

58. No provision of the Regulatory Agreement waives, immunizes or otherwise addresses subsequent changes in general law which may affect the rents, tenure or regulatory status of these units.

THE HSTPA

59. Under the HSTPA of 2019 all high rent / high income means for deregulation were repealed. (HSTPA Part D) Any unit subject to rent stabilization as of June 14, 2019 would remain stabilized [HSTPA Correction, PART Q §8].

60. There is no basis in law or vested agreement that would preclude the application of the HSTPA to the Plaintiff-Tenants nor to any similarly situated tenants residing at ST-PCV. Nothing in the Regulatory Agreement precludes the application of the future changes in general law, nor can there be any legal basis to claim such immunity. The Plaintiff-Tenants were not and are not now parties to the Regulatory Agreement.

AS AND FOR A FIRST CAUSE OF ACTION
(ALL DEFENDANTS)

61. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1 through 60 as if fully set forth at length herein.

62. This matter concerns a bona fide dispute over legal rights and obligations.

63. The dispute concerns imminent changes in leasehold relations which are ripe for review and not otherwise moot.

64. Insofar as rent stabilization governs lease renewal rights and rent levels which may

result in a premature surrender of apartments, there is no adequate remedy at law in the event of a lease termination.

65. A declaration of the parties rights and interests would resolve this dispute.

66. Pursuant to CPLR §3001 Plaintiffs respectfully seek a declaration that the RSL and ETPA will continue to apply to all apartments within ST-PCV so long as they were recognized as being subject to the RSL and ETPA on June 14, 2019 by virtue of the HSTPA.

AS AND FOR A SECOND CAUSE OF ACTION
(OWNER DEFENDANTS)

67. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1 through 66 as if fully set forth at length herein.

68. A loss of rent stabilization status would cause irreparable injury to the Tenant-Plaintiffs.

69. There is no other adequate remedy at law to preserve their rights.

70. Plaintiffs respectfully seek a permanent injunction, enjoining Owner-Defendants from undertaking any action inconsistent with the rights declared under the First Cause of Action – namely that the RSL and ETPA will continue to apply to all apartments within ST-PCV so long as they were recognized as being subject to the RSL and ETPA on June 14, 2019 by virtue of the HSTPA.

WHEREFORE, Plaintiffs respectfully request that this Court render judgment as follows: (a) on Plaintiffs' First Cause of Action, declaratory judgment establishing the continued application of the RSL, ETPA and the HSTPA to all dwelling units that were subject to the RSL and ETPA on or after June 14, 2019; (b) On Plaintiffs' Second Cause of Action, granting a permanent injunction enjoining Defendant-Owners from taking any action with respect to rents and lease renewals inconsistent with the declaratory relief granted under the First Cause of Action; and (c) granting such other and further relief as the Court may deem just and proper.

Dated: New York, New York
March 4, 2020

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Telephone: (212) 587-2400

By: Timothy L. Collins

VERIFICATION

STATE OF NEW YORK)
) s.s.:
COUNTY OF NEW YORK)

SUSAN STEINBERG, being duly sworn, deposes and says:

I am the president of the THE STUYVESANT TOWN - PETER COOPER VILLAGE TENANTS' ASSOCIATION and a complainant herein as President of the same ("Petitioners") and I have read the annexed Verified Complaint and know the contents thereof. This verification is made upon information and belief, as required by CPLR 3020.

SUSAN STEINBERG

Sworn to before me this 4th
day of March, 2020

NOTARY PUBLIC

MICHELE MCGUINNESS
Notary Public, State of New York
No. 02MC6282633
Qualified in New York County
Commission Expires 08/10/2021