

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

12104303

BOARD OF MANAGERS OF THE COVE CLUB
CONDOMINIUM,

Date of Purchase: ____, 2012
Index No. /12

Plaintiff,

Plaintiff Designates

-against-

NEW YORK COUNTY

LAWRENCE M. JACOBSON, STELLA JACOBSON-
ERIKHMAN, MAYA ERIKHMAN and ROMAN
ERIKHMAN,

as the place of trial. Venue is based
upon the County in which the
premises are situated

Defendants.

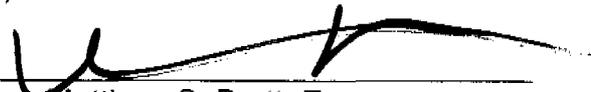
SUMMONS

TO THE ABOVE NAMED DEFENDANT:

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 this summons, to serve a notice of appearance, on the plaintiff's attorneys 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 appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
November 12, 2012

BELKIN BURDEN WENIG & GOLDMAN, LLP
Attorneys for Plaintiff
270 Madison Avenue
New York, New York 10016
(212) 867-4466

By: 
Matthew S. Brett, Esq.

Defendant's Address:

LAWRENCE M. JACOBSON
2 South End Avenue
Unit TH-3
New York, New York 10280

STELLA JACOBSON-ERIKHMAN
2 South End Avenue
Unit TH-3
New York, New York 10280

FILED
NOV 27 2012
COUNTY CLERK'S OFFICE
NEW YORK

MAYA ERIKHMAN
2 South End Avenue
Unit 8-B
New York, New York 10280

ROMAN ERIKHMAN
2 South End Avenue
Unit 8-B
New York, New York 10280

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

BOARD OF MANAGERS OF THE COVE CLUB
CONDOMINIUM,

Index No. /12

Plaintiff,

-against-

LAWRENCE M. JACOBSON, STELLA JACOBSON-
ERIKHMAN, MAYA ERIKHMAN and ROMAN
ERIKHMAN,

Defendants.

COMPLAINT

The Board of the Managers ("Plaintiff") of the Cove Club Condominium ("Condominium"), by its attorneys, Belkin Burden Wenig & Goldman, LLP, as and for its Complaint against Defendants Lawrence M. Jacobson ("Lawrence"), Stella Jacobson-Erikhman ("Stella"), Maya Erikhman ("Maya") and Roman ("Roman") (the aforementioned defendants are collectively referred to as "Defendants") alleges as follows:

NATURE OF THE ACTION

1. The instant action is being commenced by the Plaintiff seeking declaratory and injunctive relief against Defendants for their violation of the Condominium's By-Laws and Rules and Regulations.

2. In particular, Defendants Lawrence and Stella have harbored a large Doberman Pinscher (the "Dog") in Unit TH3 ("Jacobson Unit") of 2 South End Avenue, New York, New York ("Building") in a clear and unequivocal violation of the Condominium's policy prohibiting such conduct.

3. Lawrence and Stella have also falsely and fraudulently asserted that the Dog is actually a "service dog" for Roman, notwithstanding the fact that the Dog lives in the Jacobson Unit and not the Unit 8-B ("Erikhman Unit") in the Building, which is owned and occupied by Maya and Roman.

4. Moreover, despite lawful and reasonable requests to the contrary, Defendants have never provided documentation demonstrating that Roman is in need of a service dog or that the Dog is a registered service animal with the proper governmental authorities.

5. Accordingly, Plaintiff seeks a declaration that Defendants have violated the applicable by-laws and rules. Plaintiff also seeks an injunction preventing the ongoing violation of the applicable by-laws and rules as well as an injunction compelling the removal of the Dog.

6. Finally, Lawrence and Stella have engaged in a campaign of harassment, intimidation, false accusation, threats and vitriol against not only their neighbors and Plaintiff's members, but also against the Condominium's employees.

7. Therefore, Plaintiff seeks an injunction restraining and preventing Lawrence and Stella from engaging in this behavior which unequivocally violates the Condominium's By-Laws and Rules and Regulations.

THE PARTIES

8. Plaintiff is a condominium Board of Managers acting on behalf of all residential unit owners of The Cove Club Condominium located at the Building.

9. The Condominium's Offering Plan ("Offering Plan") became effective on May 9, 1990. The Condominium's Declaration is dated May 22, 1991 and was recorded with the City Register's Office on July 10, 1991 ("Declaration").

10. The Condominium is a qualified leasehold condominium pursuant to Article 9-B of the Real Property Law.

11. Lawrence is the owner and occupant of the Jacobson Unit pursuant to a Condominium Unit Assignment Agreement dated June 2, 2008.

12. At all relevant times herein, Lawrence has resided in the Jacobsen Unit with his wife Stella, their minor children and the Dog.

13. Maya and Roman are the owners and occupants of the Erikhman Unit pursuant to a Condominium Unit Assignment Agreement dated September 21, 2010.

FACTS COMMON TO ALL COUNTS

14. The Offering Plan, Declaration, the By-Laws of the Condominium (the "By-Laws") and the Rules and Regulations of the Condominium promulgated thereunder (the "Rules"), as well as the Building Resident Guidelines ("Guidelines") govern the operation of the Condominium and the use of the common elements and the units within the Condominium

15. When Defendants purchased and/or began occupying their respective units, they agreed to be bound by said Declaration, By-Laws, Rules and Regulations and Guidelines pertaining to the Condominium.

16. Specifically, in the Condominium Assignment Agreement for both the Jacobson Unit and the Erikhman Unit it is declared:

The Assignee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all of the terms and provisions thereof.

17. Accordingly, Section 5.6(A) of the By-Laws provides as follows:

No nuisance shall be allowed at the Property, nor shall any use or practice be allowed that either is a source of annoyance to its residents or interferes with the peaceful possession or proper use of the Property by its residents or occupants. No immoral, improper, offensive, or unlawful use shall be made of the Property or any portion thereof, and all valid Laws relating to any portion of the Property shall be complied with at the full cost and expense of the respective Unit Owners or the Board of Managers, whoever shall have the obligation to maintain or repair such part of the Property.

18. Rule 12 prohibits Unit Owners from causing any objectionable noises.

19. Rule 13 states, in pertinent part:

Cats, small dogs, caged birds and fish may be kept as pets in the Building. No insects, rodents, reptiles or any other animals whatsoever shall be permitted, raised, bred, kept or harbored in the Building. In no event shall any bird, reptile or animal be permitted in any public elevator of the Building, other than the elevator designated by the Board of Managers or the Managing Agent for that purpose, or in any of the public portions of the Building, unless carried or on a leash .

20. Paragraph 71 of the Offering Plan also states:

Cats, small dogs, fish and caged birds may be kept as pets in a Unit provided they do not cause a nuisance or health hazard or unsanitary condition. No insects, rodents or reptiles may be kept in a Unit under any circumstance.

21. Page 71 through 72 of the Offering Plan prohibit nuisance and states that there shall be no "use or practice which is a source of annoyance to the Unit Owners" or their guests, or which interferes with the peaceful use of the Building.

22. The "Common Areas/Hallways" provision of the Guidelines provides in pertinent part:

There is a common courtyard on the second floor of the building. Children under 12 years of age shall not be permitted in the common courtyard unless accompanied by an adult. Pets are not permitted in the common courtyard . .

Please use the Service Entrance located on Battery Place in the rear of the building to access the building with pets, bicycles and rollerblades etc. The same rules when entering the main entrance apply when accessing the Service Entrance with pets, bicycles and rollerblades . . .

Hallways are a Common Area shared with your neighbors and your sole means of escape in case of a Fire Emergency. As a courtesy to your neighbors, for the sake of aesthetics and in order to comply with City Fire Regulations that require that all hallways be free of any encumbrances or obstacles of any kind and of any materials that may cause a fire hazard, please do not leave any objects (such as shoes, umbrellas, doormats, bags, bicycles, decorations) in the hallways and in front of or on your doors.

In the event a resident does not comply with these requirements, the building staff will issue a first and then a second warning, asking the resident to clear the hallway. In the case of non-compliance the building staff will be directed to clear the hallway and the resident may claim their property at the Front Desk.

In addressing quality of life, safety, liability and maintenance issues; children, dogs or any other pets are not permitted to play in the hallways, elevators or stairwells.

Deliveries left unattended in the Hallways will be removed without notice and held at the Front desk . . .

23. The "Pets" provision of the Guidelines provides:

Only pets deemed legal by the New York City Health Department will be permitted in the building.

When a pet is outside of its owner's apartment it must be on a leash, in a container or held by a person who is capable of restraining it.

No pets should be permitted to eliminate in the hallways or elevators, on the terraces, roof decks, garden, areas adjacent to the building on the north and east overhang or around the trees in front of the building.

No pets are permitted on the roof.

If any soiling accident should occur while within the Common Areas inside the building, please notify the building staff immediately; so that we may insure a proper clean-up.

24. The "Dog Walking" provision of the Guidelines provide:

Dogs must be let in and out through the Service Entrance located on Battery Place in the rear of the building. An exception to this rule is made after 10:00 p.m. for security reasons, when you may exit and enter through the front entrance. All dog owners must supply their dog walker with a fob for entrance to the back door. Authorized walkers without the fob will be required to go to the concierge desk, leaving dog outside the building, to borrow a fob, return to the back door to enter with the dog, then return the fob to the concierge desk.

25. Thus, Section 9.2(a) of the By-Laws provides as follows:

In the event that any Unit owner shall violate or breach any of the provisions of the Condominium Documents or the Lease on his part to be observed or performed, the Board of Managers shall have the right to enjoin, abate or remedy the continuance or repetition of any such violation nor breach by appropriate proceedings brought either at law or in equity [sic].

26. Section 9.4 of the By-Laws that the Plaintiff shall be entitled all costs and expenses incurred by the Plaintiff in connection actions undertaken under Section 9.2, *supra*.

27. On September 6, 2011, Plaintiff requested that the Managing Agent, Milford Management Corp. ("Milford"), send a notice to all residents of the Building advising the residents of the Building's pet policy (Rule 13).

28. Plaintiff also voted to prohibit non-resident dogs without prior management approval.

29. Thus the following provision was added to Rule 13:

Non-resident dogs may not be brought into the building without prior management approval

30. On or about September 29, 2011, Milford, by Property manager Anna Seddio ("Seddio") wrote to all unit owners advising them of the Condominium's pet policy (Rule 13).

31. In the September 29, 2011 letter, Seddio also advised the unit owners of the new policy concerning non-resident dogs.

32. Shortly thereafter, Stella visited Seddio at Milford's offices to advise her that despite the policy, Stella had adopted a Doberman Pinscher puppy from a breeder.

33. Stella indicated that she would have already had the puppy but it was away at "school" presumably being trained.

34. Stella was advised by Seddio that she could not have the puppy because it violated the Condominium's pet policy which only permits small dogs.

35. Stella defied Seddio and repeatedly told her that she would have the dog, "you will see."

36. Seddio warned her that if she brought the puppy into the Building she would be violating the Condominium's Rules and that Plaintiff would be required to enforce the policy.

37. Stella and Lawrence disregarded this advice and began harboring the Dog sometime thereafter.

38. Specifically, in or about the summer of 2012 Plaintiff was advised that Lawrence and Stella were harboring a large Dog. The Dog itself had presumably grown out of puppyhood and was now a large animal.

39. The American Kennel Club does not classify Doberman Pinschers as a small dog breed.

40. Accordingly, on or about August 7, 2012, Seddio emailed Lawrence reminding him of the small pet rule and demanding that the Dog be removed. Seddio

advised Lawrence that if the Dog was not immediately removed, Plaintiff would take the appropriate steps to have the dog evicted.

41. Instead of complying with the Condominium's rules or expressing any intent to do so, Lawrence emailed Seddio back on August 7, 2012 and "warned" Seddio that the Dog was a registered "service dog".

42. Lawrence further stated that Stella has the "service dog registration numbers."

43. Lawrence also stated that that "Roman is legally deaf and entitled to such."

44. Lawrence's email also indicated that he needed to use stairwells for the delivery of construction materials.

45. In response, Seddio stated that Plaintiff has clarified that such deliveries were not permitted in the stairwells.

46. Later that same evening, Lawrence wrote back to Seddio complaining that he was not allowed to break the rules for his deliveries. He also stated:

Frankly Ms. Seddio, I find it rather peculiar that after that long board meeting and your threats to evict a service dog, that you would address only the most minor topic in my correspondence with you.

Please let me know if you intend to evict the service dog on Friday so I can call my lawyer. And my family is not caused any additional mental anguish.

By the way, I, as a physician am frankly disgusted by the treatment of Milford management, without any due diligence from the board that Milford would send such an aggressively nasty letter this afternoon.

If such treatment continues, I will consider it another example of harassment and creating a hostile living environment. I will sue Milford management, the board, and The Super for legal costs and lost wages and mental anguish because Milfords gross mismanagement of the

super who appears to have taken an extremely special interest in our home life, that is grossly inappropriate.

47. August 9, 2012, Seddio wrote to Lawrence explaining that the Dog violated the Condominium's pet policy and demanding that the dog be immediately and permanently removed from the Jacobson Unit and the Building.

48. On August 15, 2012, Seddio wrote to Jacobson again. In the letter Seddio advised Lawrence that the communications received the prior week concerning the Dog being a "service dog" was the first time anyone had ever alleged that the Dog was a service dog.

49. Seddio also indicated that Roman never made a request for a reasonable accommodation.

50. As such, Seddio explained that if a reasonable accommodation was being sought, it must be in writing, indicate for whom the request is being made, and must be accompanied by something in writing from a health care professional treating the individual stating why the dog is necessary.

51. To date, none of the Defendants have complied with this request.

52. Instead Defendants' submitted a letter dated August 22, 2012 from a Laszlo Feher D.O.

53. In his letter, Dr. Feher claimed to have been Roman's primary care physician. He voluntarily indicated in his letter that Roman has hypertension, diabetes and osteoarthritis that he is being treated for with medication. He also indicated that Roman is disabled as a result of brain surgery for the removal of a tumor.

54. Despite Lawrence's earlier representations to the contrary, Dr. Feher did not mention that Roman was deaf.

55. More importantly, he never stated that a service dog was necessary.

56. In fact, Defendants have offered not a scintilla of evidence showing why the Dog is necessary.

57. Nor have they explained why a service dog for Roman would live in the Jacobson Unit.

58. Finally, they have never really demonstrated that in fact the Dog is actually a service dog.

59. Pursuant to Federal law, 28 CFR 36.014 states:

Service animal means any guide dog, signal dog, or other animal individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

60. Service Dogs are required to be licensed and registered as such with the New York City Department of Health.

61. Instead of demonstrating that Roman is in need of a service dog or that the Dog is actually a duly licensed and trained service dog, Lawrence and Stella chose harass and intimidate Plaintiff's, Seddio and the Condominium's employees.

62. For example, by email dated August 24, 2012, Lawrence and Stella wrote to Seddio complaining of a bizarre incident on that day whereby their furniture deliverers (from Macy's) were delivering furniture to the Jacobson Unit.

63. According to the email, when the delivery persons arrived at the Jacobson Unit, the Dog (who was in the Jacobson Unit and not the Erikhman Unit) ran out of the Apartment and into the hallway.

64. In the email they explained that their deliverers refused to then bring the furniture into the Jacobson Unit (presumably because they were afraid of the Dog). The furniture was left in the hallway.

65. The Building's Assistant Superintendent stated that furniture could not be left in the hallway because it created a fire hazard.

66. Stella began berating the delivery people and the police were called. Ultimately, the delivery people put the furniture in the Jacobson Unit.

67. When the delivery people were leaving, according to Stella, the superintendent took their number and purportedly said "if I need you, I'll call you." Stella and Lawrence stated:

I have never heard of the superintendent of any building to do this, leaving us once again telling you that Bobs level of interest in this family leaves us alarmed and scared. It is the superintendents job to enforce the rules of this building, in this case telling them that it was a fire hazard, instead of my having to yell until one of the staff came to my aid.

When will this stop? There are serious issues in the building that are not being addressed due to the superintendents abhorrent behavior toward us. We ask that you look into these serious issues as we are not the only ones who have noticed them [sic].

68. The Superintendent was not present until the police arrived after being called by the delivery people. The Superintendent was on another floor at the time working with the managing agent and others. When the Superintendent arrived the delivery people were bringing furniture down the hallway to the Jacobson Unit.

69. It was the Superintendent's impression that the delivery people had taken the furniture back into the truck. The police were in the Jacobson Unit and then came out and instructed the delivery people to bring the furniture in.

70. The situation that led to this specious complaint against the Superintendent and his assistant arose out of an apparent dispute or conflict between Stella and her delivery people.

71. It was the delivery people that called the police (presumably after Stella had berated them), not the Superintendent.

72. There is absolutely no indication that the superintendent did anything wrong and the complaint was lodged as an act of harassment and intimidation.

73. On August 29, 2012, Milford responded in writing to Lawrence's submission from Dr. Feher. Specifically, it was noted that the Condominium had not requested information concerning the specifics of his disability, but rather a formal letter from Roman's healthcare provider stating that a service dog is necessary.

74. To date, Defendants have not complied with this reasonable request.

75. Lawrence responded by email dated August 31, 2012. In his response he characterized the reasonable requests and enforcement of the Condominium's By-Laws and Rules as "police-state like tactics" that he has purportedly been compliant with.

76. He also falsely alleged that the Plaintiff had requested a "letter of disability" and stated, in pertinent part:

I clearly state that he was a service dog and Roma was disabled and the is dog is registered to him. You then violated two federal statutes, after the board meeting by asking for a letter of disability from a licensed Physician. Statute 1. Hippa no consent or signature was provided or ask as per federal regulations. 2. The Ada specifically protects people with disabilities from having any information regarding there disability be required to be disclosed as part of the service animal registry [sic].

77. These statements are false.

78. Plaintiffs never requested that any private medical information be disclosed. In fact, by letter dated August 15, 2012, Seddio specifically stated:

If a reasonable accommodation is being sought, then it must be in writing and indicate for whom the request is being

made and must be accompanied by something in writing from a health care professional treating the individual stating why the dog is necessary.

79. In response to this request, it was Defendants who provided a list of medical conditions from Roman's doctor.

80. In his August 31, 2012 letter, Lawrence also made a list of demands that if not complied with by the Condominium, he threatened he "will pursue other means of relief." These include, but are not limited to:

- A letter to all Building Staff that the Dog, (which he identified as being named "John") "may go anywhere in the building without question at any time;"
- A removal of a security alarm that was installed on stair exits that his family allegedly uses regularly; and
- An investigation into the superintendent.

81. These demands are unreasonable and/or inappropriate.

82. Then on September 6, 2012 another incident involving the Defendants occurred at the Building.

83. In particular, without justification or basis, Stella accused the Building's concierge of causing her son to "go missing." This accusation was false, libelous and inappropriate.

84. The sequence of events were as follows:

- At 2:41 PM on September 6, 2012 Stella and her children entered the Building in the lobby and then went up to the Jacobson Unit.
- At 2:59 PM two of the children walked out of Stairwell B of the Building with the Dog.
- At 3:23 PM members of the Stella's children walked into the lobby entrance. They were confronted by Stella who was yelling from the second floor railing that her son was not being let into the Building.

- At 4:45 PM Stella entered the lobby and began yelling at the superintendent. She stated that she called the police.
- At 6:05 PM the NYPD came to the Building.
- At 6:20PM the NYPD left the Building.

85. At no time during this entire timeline was there any apparent attempt by the son to enter the Building and no denial of entrance by any employee.

86. To reenter the Building from the rear exit requires the children to use a key fob. They could have also pressed the intercom and spoken to the concierge or walked in with the five other residents that entered at that time. Additionally, although against the rules, they could have come in the front entrance as they had after the fact and as they have been doing since they first got the Dog.

87. In fact, despite the clear prohibition against it and warnings about this rule, Stella repeatedly walks the Dog through the Lobby's main entrance

88. During the entire time that the children left the Building until the time that Stella complained that her son was missing, other residents and Building employees used that rear door about seven times. Not once did the son attempt to use that door.

89. Stella and Lawrence's son was apparently not missing.

90. The son was never refused access.

91. The accusations made to the police were false.

92. Another incident occurred on Sunday, September 9, 2012.

93. On that day, at approximately 12:45 PM, Stella and Lawrence's neighbors (one of whom happens to be a member of Plaintiff), Frances Misciagna and Eugene Carfora, were on the second floor of the Building waiting for the elevator.

94. Stella emerged from the elevator and began screaming at her neighbors. She shrieked and cried:

You should be ashamed! You should be ashamed! They touched my son! They touched my son! How you like it if they touched YOUR grandson?! I am so upset they touched my son!

95. The neighbors had no idea about what Stella was screaming about and were scared by her screaming. They felt harassed and intimidated by this attack.

96. That same day Stella posted a handwritten note on this neighbor's door stating that they should "treat each other as harmonious neighbors."

97. Stella has also confronted this neighbor in the lobby.

98. Specifically, on September 30, 2012, Ms. Misciagna was sitting in the lobby waiting for a friend. Stella walked into the building and began confronting Ms. Misciagna by stating:

Hello, hello, aren't you going to say hello to me????!!! You're not going to hello? That's very hurtful. I am very hurt. Why are you ignoring me? You cannot say hello to me? We're neighbors. That's very hurtful.

99. The Dog also barks often as neighbors walk past the Jacobson Unit.

100. Finally, on or about October 5, 2012, in the presence of this neighbor who was talking with an NYC Park Enforcement Patrol ("PEP") Officer, Stella asked the officer why she is getting so many parking tickets in the *cul de sac* outside of the Building.

101. She then accused the Plaintiff of directing the PEP officers to ticket her car as a means of harassment.

102. This allegation is false.

103. In fact, during the course of Defendants' residency in the Building, they have repeatedly engaged in objectionable and harassing conduct that creates a nuisance condition that is disturbing to the other residents of the Condominium.

104. In addition to foregoing, Lawrence, Stella, their children regularly use the emergency door located at stairwell "B" of the Building. This door is clearly labeled as an emergency exit and is not intended for regular ingress and egress.

105. Notwithstanding the foregoing, Lawrence, Stella and their children have regularly propped this door open and leave it ajar. This presents a safety and security problem for the Building.

106. No prior application for the relief sought herein has been made.

107. No prior provisional remedy has been secured or sought in the same action or between the same parties.

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

108. Plaintiff repeats, repleads and realleges each and every allegation contained in paragraphs 1 through 107 of this Complaint as if fully set forth herein.

109. The By-Laws and the Rules prohibit unit owners from harboring dogs other than small dogs.

110. The By-Laws and the Rules prohibit non-resident dogs from residing in the Building without management's prior consent.

111. Lawrence and Stella are harboring the Dog in violation of the By-Laws and Rules and without management's prior consent.

112. The harboring of the Dog in the Jacobson Unit constitutes a violation of the By-Laws.

113. The harboring of the Dog in the Jacobson Unit constitutes a violation of the Rules.

114. Plaintiff, by its agents and/or employees, has informed Lawrence and Stella that the harboring of the Dog constitutes a breach of their obligations under

the By-Laws and the Rules, and has demanded Lawrence and Stella permanently remove the Dog from the Jacobson Unit.

115. Lawrence and Stella have failed and refused to permanently remove the Dog from the Jacobson Unit.

116. Upon information and belief, Lawrence and Stella intend to continue to harbor the Dog in the Jacobson Unit, in violation of By-Laws and the Rules.

117. As a result of the foregoing, a justiciable controversy over the harboring of the Dog in the Jacobson Unit exists, and Plaintiff requests that the Court declare the rights of the parties pursuant to the By-Laws and the Rules in that Lawrence and Stella, are in default, violation and breach of their obligations under the By-Laws and the Rules.

AS AND FOR A SECOND CAUSE OF ACTION
(Preliminary Injunction)

118. Plaintiff repeats, repleads and realleges each and every allegation contained in paragraphs 1 through 117 of this Complaint as if fully set forth herein.

119. Section 9.2(a) of the By-Laws provides as follows:

In the event that any Unit owner shall violate or breach any of the provisions of the Condominium Documents or the Lease on his part to be observed or performed, the Board of Managers shall have the right to enjoin, abate or remedy the continuance or repetition of any such violation nor breach by appropriate proceedings brought either at law or in equity [sic].

120. Plaintiff is being irreparably harmed by the Dog's continued presence in the Jacobson Unit and the Building.

121. Not only do the By-Laws authorize a Plaintiff to seek an injunction, there is also no adequate remedy at law for Plaintiff.

122. The equities favor Plaintiff and without an injunction Plaintiff and the Condominium will be unduly prejudiced.

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

125. Plaintiff repeats, repleads and realleges each and every allegation contained in paragraphs 1 through 124 of this Complaint as if fully set forth herein.

126. Plaintiff will be irreparably harmed if the Dog's is permitted to reside in the Jacobson Unit.

127. Not only do the By-Laws authorize a Plaintiff to seek an injunction, there is also no adequate remedy at law for Plaintiff.

128. The equities favor Plaintiff and without an injunction Plaintiff and the Condominium will be unduly prejudiced.

129. In addition RPL § 339-j provides that the failure of a unit owner to comply with a condominium's by-laws and rules, regulations, resolutions and decisions shall constitute a ground for an action for injunctive relief .

130. As a result of the foregoing, Plaintiff requests that the Court permanently enjoin the Dog from residing in the Jacobson Unit.

AS AND FOR A FOURTH CAUSE OF ACTION
(Permanent Injunction)

131. Plaintiff repeats, repleads and realleges each and every allegation contained in paragraphs 1 through 130 of this Complaint as if fully set forth herein.

132. Neither Maya nor Roman has demonstrated that the Dog is being used by them as a service animal.

133. Neither Maya nor Roman has requested a reasonable accommodation to keep a service animal.

134. Neither Maya nor Roman has demonstrated by objective, empirical proof that either is need of a service animal.

135. Neither Maya nor Roman has demonstrated that the Dog actually is their pet.

136. Neither Maya nor Roman has demonstrated by objective, empirical proof that the Dog is trained as a service animal.

137. Neither Maya nor Roman has demonstrated that the Dog is duly registered or designated as a service animal as designated by or pursuant to federal, state and local laws.

138. RPL § 339-j provides that the failure of a unit owner to comply with a condominium's by-laws and rules, regulations, resolutions and decisions shall constitute a ground for an action for injunctive relief .

139. In addition, RPL § 339-j provides that when there has been a flagrant or repeated violation of the condominium's by-laws and rules, regulations, resolutions and decisions, the unit owner may be required to give sufficient surety or sureties for that unit owner's future compliance with the condominium's by-laws and rules, regulations, resolutions and decisions.

140. Accordingly, Maya and Roman should be enjoined from harboring the Dog or any service animal until the aforementioned reasonable requirements are satisfied as a surety for future compliance.

AS AND FOR A FIFTH CAUSE OF ACTION

(Preliminary and Permanent Injunction)

141. Plaintiff repeats, repleads and realleges each and every allegation contained in paragraphs 1 through 140 of this Complaint as if fully set forth herein.

142. The Plaintiff, on behalf of all of the residents, agents and employees of the Condominium have been, and will continue to be, irreparably harmed if a preliminary and mandatory permanent injunction is not granted, enjoining the Defendants from: (a) breaching the By-Laws and Rules, (b) harassing Condominium

agents, employees and residents (c) filing false complaints and making false allegations about Condominium employees.

143. The balance of the equities clearly favors the Plaintiff.

144. Plaintiff has no adequate remedy at law.

145. In addition, RPL § 339-j provides that the failure of a unit owner to comply with a condominium's by-laws and rules, regulations, resolutions and decisions shall constitute a ground for an action for injunctive relief

146. By reason of the foregoing, the Plaintiff is entitled to a preliminary and mandatory permanent injunction, enjoining and restraining Defendants from: (a) breaching the By-Laws and Rules, harassing Condominium agents, employees and residents and (b) filing false complaints and making false allegations about Condominium employees.

AS AND FOR A SIXTH CAUSE OF ACTION
(Attorneys Fees)

147. The Plaintiff repeats, repleads and realleges each and every allegation contained in paragraphs 1 through 146 of this Complaint as if fully set forth herein.

148. Pursuant to Section 9.4 of the Condominium's By-laws, Defendants Lawrence, Maya and Roman are liable to Plaintiff for the legal fees and expenses incurred by Plaintiff in connection with this action.

149. By virtue of the foregoing, Plaintiff is entitled to a judgment in an amount to be fixed by the Court, but which is not less than \$15,000.00.

WHEREFORE, the Plaintiff requests to the following relief:

- (a) On the First Cause of Action, a declaration of the rights of the parties that Lawrence and Stella, are in default, violation and breach of their obligations under the By-Laws and the Rules;
- (b) On the Second Cause of Action, a preliminary injunction, enjoining Lawrence and Stella by ordering them to remove the Dog from the Jacobson Unit and the Building;
- (c) On the Third Cause of Action, permanent injunction, enjoining the Dog from residing in the Jacobson Unit;
- (d) On the Fourth Cause of Action a permanent injunction enjoining Maya and Roman from harboring the Dog or any service animal until the appropriate sureties are given to Plaintiff;
- (e) On the Fifth Cause of Action a preliminary and mandatory permanent injunction, enjoining and restraining Defendants from: (a) breaching the By-Laws and Rules, harassing Condominium agents, employees and residents and (c) filing false complaints and making false allegations about Condominium employees.
- (f) On the Sixth Cause of Action, a judgment in favor of the Plaintiff to a judgment for attorney's fees in an amount to be fixed by the Court, but which is not less than \$15,000.00.; and
- (g) For such other and further relief as to the Court seems just and proper under the circumstances.

Dated: New York, New York
November 12, 2012

BELKIN BURDEN WENIG & GOLDMAN, LLP
Attorneys for Plaintiff
270 Madison Avenue
New York, New York 10016
(212) 867-4466

By: _____



Matthew S. Brett, Esq.

VERIFICATION

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

NEIL KELLIHER, being duly sworn, deposes and says:

1. I am the President of the Board of Managers of The Cove Club Condominium, a New York Condominium Board of Managers, plaintiff in this action.

2. I have read the foregoing complaint and know the contents thereof; and the same is true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters, I believe them to be true.

3. This Verification is made by me because the Board of Managers of the Cove Club Condominium is a Condominium Board of Managers and I am the President thereof.


NEIL KELLIHER

Sworn to before me this
14th day of Nov 2012


NOTARY PUBLIC

ANNA SEDDIO
Notary Public, State of New York
No. 0041212
Qualified in Richmond County
Commission Expires March 27, 2015

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

Index No. /12

BOARD OF MANAGERS OF THE COVE CLUB CONDOMINIUM,

Plaintiff,

-against-

LAWRENCE M. JACOBSON, STELLA JACOBSON-ERIKHMAN, MAYA ERIKHMAN
and ROMAN ERIKHMAN,

Defendants.

12104800

SUMMONS AND COMPLAINT

BELKIN BURDEN WENIG & GOLDMAN, LLP

Attorney(s) for

Plaintiff

270 Madison Avenue
NEW YORK, N.Y. 10016

(212) 867-4466

FAX (212) 867-0709