

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

JAMES GALE and LAURETA GJATA,

Plaintiffs,

-against-

DEBRA KRAMER, as Chapter 7 Trustee of THE DEBTOR, EMANI TAYLOR and "JOHN DOE #1" through "JOHN DOE #30," inclusive, the last thirty names being fictitious and unknown to Plaintiffs, the person or parties intended being the second bidder and/or any other bidders, persons or corporations, if any, having or claiming a right to purchase the premises described in the complaint, such premises being designated by the Block and Lot Numbers designated in the Summons of this Action,

Defendants.

Index No.: _____/2020

Date Filed: _____

SUMMONS

Venue is based on the location of the subject property:

246 Decatur Street,
Brooklyn, NY 11233
Block 1680, Lot 17

TO THE ABOVE NAME DEFENDANT:

YOU ARE HEREBY SUMMONED to answer the Verified Complaint in this action and to serve a copy of your answer, or if the Verified Complaint is not served with this Summons, to serve a Notice of Appearance on Plaintiffs' attorneys within twenty (20) days after service of this Summons, exclusive of the day of service (or within thirty (30) days after 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 Verified Complaint.

Dated: New York, New York
July 21, 2020

ADAM LEITMAN BAILEY, P.C.
Attorneys for Plaintiffs

By: /s/ Massimo F. D'Angelo
Massimo F. D'Angelo, Esq.
One Battery Park Plaza, 18th Floor
New York, New York 10004
(212) 825-0365

[662696/1]

DEFENDANT'S ADDRESSES:

Debra Kramer, Esq.
99 Cuttermill Road
Great Neck, NY, 11021

Debra Kramer, Esq.
c/o Rosen & Kantrow, P.C.,
Attn: Avrum Rosen, Esq.
38 New Street, Huntington, NY, 11743

[662696/1]

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**VERIFIED
COMPLAINT**

Plaintiffs, JAMES GALE (“Gale”) and LAURETA GJATA (“Gjata”) (“Gale” and “Gjata” shall collectively be referred to hereinafter as the “Buyers”) by their attorneys, Adam Leitman Bailey, P.C., as and for their Verified Complaint against Defendant, DEBRA KRAMER, in her capacity as the Chapter 7 Trustee of the Debtor, Emani Taylor (the “Defendant”), respectfully aver:

PRELIMINARY STATEMENT

1. This is an action for breach of contract, specific performance, and injunctive and declaratory relief, seeking to, *inter alia*, enjoining and restraining Defendant, the seller of the property known as 246 Decatur Street, Brooklyn, NY 11233, Block 1680, Lot 17 (the “Property”), from cancelling the Memorandum of Sale (the “Memorandum”), dated on or about

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February 13, 2020 whereby Buyers agreed to purchase the Property from Defendant pursuant to a duly authorized auction (the “Auction”) and further, to compel Defendant to sell the Property to Buyers. Annexed hereto as Exhibit 1 is a true and accurate copy of the Memorandum.

2. On or about February 13, 2020, Buyers purchased the Property at the Auction, which was held in Room 3554 at the United States Bankruptcy Court, Eastern District of New York.

3. Subsequently, Buyers made a good faith deposit of \$146,500 to be applied towards the purchase price of the Property (the “Qualifying Deposit”) and the formal sale of the Property from Defendant to Buyers was memorialized through the Memorandum.

4. Thereafter, and within forty-eight (48) hours of the Auction, Buyers paid to Defendant an additional \$16,000, equaling 10% of the successful bid minus the Qualifying Deposit. Such additional payment, together with the Qualifying Deposit, equaled a total of \$165,000 (the “Total Deposit”).

5. Buyers are obligated, under the Memorandum, to close on the Property not more than thirty (30) calendar days after the entry of a Court order approving the sale of the Property (the “Court Order”).

6. Specifically, the original closing date of the Property (the “Closing Date”) was set in or around the last week of March, 2020.

7. However, the Closing Date ultimately fell right after the world and, particularly, New York City, was shuttered in a concerted effort to combat the life-threatening and debilitating effects of the Covid-19 pandemic.

8. As such, Buyers’ agents began to scramble, as did countless agents around New York tasked with closing on their respective properties, to attempt to close on the Property.

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9. Nonetheless, due to the uncertainty surrounding the novel Covid-19 pandemic, and subsequent state-mandate closures throughout New York City, the parties were uncertain as to whether a closing was even possible due to the social distancing guidelines and shut-down of businesses throughout the State of New York.

10. Therefore, and as memorialized in more detail below, Buyers were provided with Defendant's affirmative consent, through her attorneys and agents, in accordance with the terms of the Memorandum, to ultimately extend the Closing Date through July 2020.

11. Despite this, Defendant has improperly attempted to cancel her transaction with Buyers and now wrongfully refused to sell the Property to Buyers.

THE PARTIES

12. Gale is a natural person who resides in the County of Kings, City and State of New York.

13. Gjata is a natural person who resides in the County of Kings, City and State of New York.

14. Upon information and belief, Defendant is the Chapter 7 Trustee of Emani Taylor, the debtor in a case entitled *In re Emani Taylor* bearing Case No. 17-46112-cec, currently pending in the United States Bankruptcy Court, Eastern District of New York.

15. Upon information and belief, Defendant is a resident of the State of New York.

16. Upon information and belief, Defendant transacts business within the State of New York.

17. Upon information and belief, Defendant personally negotiated with Plaintiffs for the purchase and sale of the Property from Defendant to Plaintiffs.

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