

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

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APPLE AND HONEY, LLC d/b/a HMH IRON
DESIGN LLC,

Plaintiff,

-against-

860 WASHINGTON STREET LLC, CNY
CONSTRUCTION 860 LLC, CNY GROUP LLC,
DIFERRO CONTRACTING CORP., THE IDEAL
SUPPLY COMPANY, THE IDEAL SUPPLY
COMPANY OF NEW YORK, HENICK LANE
HVAC, INC.,

Defendants.
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Index No.

VERIFIED COMPLAINT

Plaintiff Apple and Honey, LLC d/b/a HMH Iron Design LLC (“Plaintiff” or “HMH”), by and through its undersigned counsel, for its Complaint against 860 Washington Street LLC (“860 Washington”), CNY Construction 860 LLC (“CNY 860”), CNY Group LLC (“CNY,” and collectively with 860 Washington and CNY 860, the “860 Defendants”), DiFerro Contracting Corp. (“DiFerro”), The Ideal Supply Company (“Ideal”), The Ideal Supply Company of New York (“NY Ideal”) and Henick Lane HVAC, Inc. (“Henick”, and collectively with 860 Washington, CNY 860, CNY, DiFerro, Ideal, NY Ideal and Henick, the “Defendants”) alleges, upon personal knowledge as to itself and its own acts and upon information and belief as to all other matters, as follows:

NATURE OF ACTION AND PARTIES

1. Plaintiff, at all times hereinafter mentioned, was and is a domestic limited liability company, with its principal place of business at 2054 57th Street, Brooklyn, New York 11204.

2. Upon information and belief, 860 Washington is a foreign limited liability company licensed to transact business in New York, with its principal place of business at 829 Washington Street, Suite 18, New York, New York 10014.

3. Upon information and belief, defendant CNY 860 is a domestic limited liability company, with its principal place of business at 214 West 39th Street, New York, New York 10018.

4. Upon information and belief, defendant CNY is a domestic limited liability company, with its principal place of business at 214 West 39th Street, New York, New York 10018.

5. Upon information and belief, defendant DiFierro is a domestic corporation, with its principal place of business at 6470 Maurice Avenue, Maspeth, New York 11378.

6. Upon information and belief, defendant Ideal is a foreign corporation licensed to transact business in New York, with its principal place of business at 445 Communipaw Avenue, Jersey City, New Jersey 07304.

7. Upon information and belief, defendant NY Ideal is a foreign corporation licensed to transact business in New York, with its principal place of business at 445 Communipaw Avenue, Jersey City, New Jersey 07304.

8. Upon information and belief, defendant Henrick is a domestic corporation, with its principal place of business at 45-39 Davis Street, Long Island City, New York 11101.

9. At all times hereinafter mentioned, 860 Washington was and is the owner of that certain premises located at 860 Washington Street in the City, County and State of New York, having a block and lot designation in the New York County Clerk's Office of Block 646, Lot 19 (the "Premises").

10. The action herein complained of accrued in the City, County and State of New York and is commenced within the applicable statute of limitations.

STATEMENT OF FACTS

11. Upon information and belief, at all times hereinafter mentioned, CNY 860 was and is the general contractor for the construction project located at the Premises (the "Project"), pursuant to that certain general contractor agreement between CNY 860 and 860 Washington (the "Prime Contract").

12. In order to perform in compliance with the Prime Contract, CNY 860 entered into a subcontract with Plaintiff on or about July 9, 2015, as such subcontract was amended by certain change orders thereto (collectively, the "Subcontract"), pursuant to which Plaintiff was to supply certain materials and perform certain installation labor.

13. Plaintiff begs leave to refer to the original Subcontract as the same may be produced upon the trial of this action for all of its terms and conditions.

14. Pursuant to the Subcontract, Plaintiff was to perform certain labor and supply certain materials, including, among other things, certain wood, metal and glass ornamental finishings for bathrooms and common areas of the Project (the "Work"), all with the knowledge and consent of 860 Washington.

15. According to the terms and conditions of the Subcontract, Plaintiff did agree to provide the Work to CNY 860 for the agreed sum of \$658,500.97.

16. According to the terms and conditions of the Subcontract, Plaintiff did complete the Work for the 860 Defendants, thereby earning the sum of \$658,500.97.

17. There remains a balance due to Plaintiff in the sum of \$48,733.12 for the Work.

18. The amount due to Plaintiff has been duly demanded and has not been paid.

AS AND FOR A FIRST CAUSE OF ACTION
(Foreclosure of Mechanic's Lien)

19. Plaintiff realleges and incorporates by reference the allegations in Paragraphs "1" through "18" as though fully set forth herein.

20. The Work furnished by Plaintiff to CNY 860 was for construction of improvements on the Premises on behalf of 860 Washington, and the Work was furnished with the knowledge and consent of 860 Washington.

21. That pursuant to the Lien Law of the State of New York, Plaintiff, on March 20, 2017, within eight (8) months after the time when the last items of labor and materials were supplied, duly filed with the New York County Clerk a Notice of Mechanic's Lien in writing and in proper and due form duly verified by the oath of Tzvi Hasenfeld, Managing Partner of Plaintiff, which claims a lien on the Premises within the described for the sum of \$48,733.12 (the "Notice of Lien").

22. Said Notice of Lien set forth 860 Washington, the owner of the real property against whose interest therein a lien was claimed and the interest of the owner as far as known to Plaintiff; the name of the entity by whom the lienor was employed and to whom Plaintiff as lienor furnished the Work; the unpaid balance; the time when the first and last materials and labor were furnished; the property subject to the lien with a description thereof to permit identification; and said Notice of Lien contained all the statements required by, and in all respects duly complied with, the statutes of the State of New York. A copy of the Notice of Lien and proof of service thereof is annexed hereto as Exhibit A.

23. Pursuant to Lien Law Sections 11 and 11-b following the filing of the Notice of Lien, Speedy Lien Inc. served the same upon each 860 Washington, as owner of the Premises, and CNY 860, with whom the construction contract was made. Pursuant to Lien Law Sections

11 and 11-b, an affidavit with proof of service as to the certified mailing of copies of the Notice of Lien was filed with the New York County Clerk within thirty-five (35) days after the Notice of Lien was filed.

24. By reason of the foregoing, and by the filing and docketing of the lien Notice of Lien and the affidavits of service of the Notice of Lien within thirty-five (35) days of the filing of the Notice of Lien, Plaintiff acquired a good, valid and subsisting lien on the Premises.

25. Upon information and belief, DiFerro filed a Notice of Lien with the New York County Clerk in connection with the Premises in the amount of \$201,415.22 on or about August 24, 2016 and for that reason is made a party hereto.

26. Upon information and belief, Ideal and/or NY Ideal filed a Notice of Lien with the New York County Clerk in connection with the Premises in the amount of \$12,426.45 on or about August 29, 2016 and for that reason is made a party hereto.

27. Upon information and belief, Henick filed a Notice of Lien with the New York County Clerk in connection with the Premises in the amount of \$1,432,166.25 on or about September 27, 2016 and for that reason is made a party hereto.

28. Upon information and belief, each of the Defendants has, or claims to have, an interest in the Premises.

29. Upon information and belief, no person has any subsequent liens or claims against the Premises by way of judgment, mortgage or otherwise.

AS AND FOR A SECOND CAUSE OF ACTION
(Breach of Contract)

30. Plaintiff realleges and incorporates by reference the allegations in Paragraphs "1" through "29" as though fully set forth herein.



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