

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

TABIJO REALTY LLC,

Plaintiff,

-against-

CORNELL REALTY MANAGEMENT LLC and  
SHIFRA HAGER,

Defendants.

Index No.: 702254/2024

**VERIFIED ANSWER**

Defendants Cornell Realty Management LLC and Shifra Hager (collectively “Defendant”), by and through their attorneys Koffsky Schwalb LLC, as and for their Verified Answer to the Verified Complaint, respectfully state and allege:

1. Deny knowledge or information sufficient to form a belief as to the allegations contained in the paragraph of the Complaint numbered 1.
2. Deny the paragraphs of the Complaint numbered 2 and 3.
3. Deny knowledge or information sufficient to form a belief as to the allegations contained in the paragraph of the Complaint numbered 4.
4. Deny the paragraphs of the Complaint numbered 5, 6, and 7.
5. Deny knowledge or information sufficient to form a belief as to the allegations contained in the paragraphs of the Complaint numbered 8, 9, 10, and 11.
6. Deny knowledge or information sufficient to form a belief as to the allegations contained in the paragraphs of the Complaint numbered 12, 13, 14, 15, and 16, and respectfully refer this Honorable Court to such agreement(s) for the terms thereof.
7. Deny the paragraphs of the Complaint numbered 17, 18, and 19.

8. Deny knowledge or information sufficient to form a belief as to the allegations contained in the paragraphs of the Complaint numbered 20, 21, and 22, and respectfully refer this Honorable Court to such agreement(s) for the terms thereof.

9. Deny the paragraph of the Complaint numbered 23.

10. Deny knowledge or information sufficient to form a belief as to the allegations contained in the paragraph of the Complaint numbered 24, and respectfully refer all questions of law to this Honorable Court.

11. Deny the paragraph of the Complaint numbered 25.

**AS AND FOR A RESPONSE TO THE FIRST CAUSE OF ACTION**

12. Defendants repeat and reallege each and every response to the allegations contained in each of the prior paragraphs as if more fully set forth herein.

13. Deny the paragraphs of the Complaint numbered 27, 28, 29, and 30.

**AS AND FOR A RESPONSE TO THE SECOND CAUSE OF ACTION**

14. Defendants repeat and reallege each and every response to the allegations contained in each of the prior paragraphs as if more fully set forth herein.

15. Deny the paragraphs of the Complaint numbered 32, 33, and 34.

**AS AND FOR A RESPONSE TO THE THIRD CAUSE OF ACTION**

16. Defendants repeat and reallege each and every response to the allegations contained in each of the prior paragraphs as if more fully set forth herein.

17. Deny the paragraphs of the Complaint numbered 36, 37, 38, and 39.

**AS AND FOR A RESPONSE TO THE FOURTH CAUSE OF ACTION**

18. Defendants repeat and reallege each and every response to the allegations contained in each of the prior paragraphs as if more fully set forth herein.

19. Deny knowledge or information sufficient to form a belief as to the allegations contained in the paragraphs of the Complaint numbered 41 and 42.

20. Deny the paragraphs of the Complaint numbered 43, 44, and 45.

**AS AND FOR A RESPONSE TO THE FIFTH CAUSE OF ACTION**

21. Defendants repeat and reallege each and every response to the allegations contained in each of the prior paragraphs as if more fully set forth herein.

22. Deny the paragraphs of the Complaint numbered 47, 48, and 49

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

23. The Complaint herein fails to state a cause of action upon which relief may be granted, and is thus fatally defective.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

24. This action cannot proceed not proceed in the absence of a person who should be a party.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

25. That in the event of any judgment or verdict on behalf of the Plaintiff, the Defendant is entitled to a set-off or verdict with respect to the amounts of any payments made to the Plaintiff.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

26. Plaintiff failed to mitigate, obviate, diminish or otherwise act to lessen or reduce the injuries, damages and disabilities alleged in the complaint.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

27. Plaintiff is not party to any agreement or contract with one or more of the defendants.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

28. Plaintiff failed to comply with a condition precedent to bringing this action including, but not limited to, providing a required notice.

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**

29. Plaintiff and Defendant are not parties to an agreement, the terms of which mirror the allegations contained in the Complaint.

**AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE**

30. Plaintiff lacks standing and/or capacity to bring the instant lawsuit.

**AS AND FOR A NINTH AFFIRMATIVE DEFENSE**

31. Plaintiff's action must be dismissed based on Plaintiff's own unclean hands.

**AS AND FOR A TENTH AFFIRMATIVE DEFENSE**

32. Plaintiff's claims are barred by release, waiver, laches, and/or estoppel.

**AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE**

33. Plaintiff's claims are barred by accord and satisfaction.

**AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE**

34. The alleged guaranty was discharged, cancelled, terminated, and/or lapsed.

**AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE**

35. Plaintiff's claims are barred by its own culpable conduct and/or the culpable conduct of its agents including, but not limited to, Plaintiff's agent's disconnecting of electricity to the subject premises.

**AS AND FOR A FOURTEENTH AFFIRMATIVE DEFENSE**

36. Plaintiff's claims are barred by a failure to perform in accordance with its alleged agreement.

**AS AND FOR A FIFTEENTH AFFIRMATIVE DEFENSE**

37. Plaintiff's claims are barred as it performed its alleged work, duties, and responsibilities negligently.

**AS AND FOR A SIXTEENTH AFFIRMATIVE DEFENSE**

38. Plaintiff breached the covenant of good faith and fair dealing by, among other things:

- a. attempting to avoid receipt of payment(s);
- b. withholding consents in violation of the lease agreement;
- c. improperly charging fees that it was not entitled to charge under the law.

**AS AND FOR A SEVENTEENTH AFFIRMATIVE DEFENSE**

39. Plaintiff unlawfully seeks late fees for periods in which it may not, such as during the state of emergency due to COVID-19.

**AS AND FOR AN EIGHTEENTH AFFIRMATIVE DEFENSE**

40. Plaintiff breached the warranty of habitability and therefore no rent is due for some or all of the periods in question.

**AS AND FOR A NINETEENTH AFFIRMATIVE DEFENSE**

41. Venue is improper in Queens County because the property in question is located in Kings County, and it is demanded that venue be moved to Kings County.

**AS AND FOR A TWENTIETH AFFIRMATIVE DEFENSE**

42. Defendant(s) was not properly served with the Summons in this case and therefore this Court lacks jurisdiction and this case must be dismissed.

**AS AND FOR A TWENTY FIRST AFFIRMATIVE DEFENSE**

43. Defendant is with insufficient knowledge or information upon which it may form a belief as to whether it may have additional and/or unstated affirmative defenses and reserves its

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