

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----x  
AVERY 133-12 LLC,

Plaintiff,

-against-

NING LIU,

Defendant.  
-----x

Index No.:

Dated Purchased:

Plaintiff designates Queens  
County as the place of trial

The basis of venue is  
Plaintiff's address

**SUMMONS**


Plaintiff's Address:  
133-12 Avery Avenue,  
Flushing, New York 11355  
County of Queens

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: Garden City, New York  
May 19, 2023

**ZISHOLTZ & ZISHOLTZ, LLP**

By:   
\_\_\_\_\_  
Meng Michelle Cheng  
*Attorneys for Plaintiff*  
Office & P. O. Address  
200 Garden City Plaza, Suite 408  
Garden City, New York 11530  
(516) 741-2200

Defendant's Address:

**NING LIU**  
182-02 69<sup>th</sup> Avenue,  
Fresh Meadows, New York 11365

**Notice:** The nature of this action is as set forth in the complaint.

The relief sought is as set forth in the complaint.

Upon your failure to appear, judgment will be taken against you by default for the relief set forth in the Complaint, together with interest, if any, thereon, and the costs and disbursements of this action.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----X  
AVERY 133-12 LLC,

Index No.

Plaintiff,

**VERIFIED COMPLAINT**

-against-

NING LIU,

Defendant,

-----X

Plaintiff, Avery 133-12 LLC, (“LLC”) by and through its attorneys, Zisholtz & Zisholtz LLP, as and for its Verified Complaint against Ning Liu (“Liu”), respectfully alleges as follows:

**PARTIES**

1. Plaintiff is a domestic Limited Liability Company duly organized and existing under and by virtue of the laws of the State of New York.
2. The LLC is formed in 2012 for the purpose of owning, developing, managing and leasing a eight-unit commercial property located at and known as 133-12 Avery Avenue, Flushing, New York 11355 (“Premiese”).
3. Defendant Liu is an individual residing in the State of New York and is a member of LLC holding 25% ownership interest in the LLC.

**FACTUAL BACKGROUND**

4. On or about July 24, 2012, LLC purchased the Premises in the sum of \$1,830,000.00.
5. An Amended and Restated Mortgage and Assumption and Extension Agreement for \$1,280,00.00 in favor of Chinatrust Bank U.S.A. was executed by the LLC on or about July 24, 2012.

6. At the time of the purchase of the Premises, members of the LLC, Zhang Zhao Kang, Quan Lin and Chang Yan Jiang each owned 25% of ownership interest in the LLC and Guang Hai Guo and Shao Feng Lin each owned 12.5% of the ownership interest in the LLC.
7. The members of the LLC, Zhang Zhao Kang, Quan Lin, Chang Yan Jiang, Guang Hai Guo and Shao Feng Lin each made contributions to the purchase of the Premises proportionally equaling to their shares of the ownership interest in the LLC.
8. In or about November 2016, one of the members of LLC, Zhang Zhao Kang sold his 25% of ownership interest in the LLC to Defendant Liu.
9. In the beginning of December 2016, Liu became the manager and managing member of the LLC responsible for managing the Premises including but not limited to, collecting all rents from the tenants at the Premises, maintaining the books and records, as well as vested signatory power on all bank accounts owned and operated by the LLC including Cathay Bank.
10. All parties agreed that Liu shall be compensated 30% of the profit made from the LLC each year, and Liu agreed that no compensation shall be received if no profit is made during each fiscal year.
11. On or about November 29, 2017 the LLC refinanced the mortgage loan with Cathay Bank. A consolidation modification mortgage agreement was executed in favor of Cathay Bank for the amount of \$1,200,000.
12. All books and records have been kept by Liu from other members since she became the managing member of the LLC.

13. Between 2017 and 2018, Liu informed other members of the LLC that a contribution was required to make in order to repair the roof of the Premises because there was no sufficient funding in the LLC to make such repairs.
14. Relying on Liu's representation, the members of the LLC, Guang Hai Guo, Quan Lin, Chang Yan Jiang and Shao Feng Ni contributed more than \$6,000 each to the LLC for repairing the roof.
15. Liu advised other members of the LLC that there was no profit during 2020 and 2021 fiscal year because of short rental payments received from the tenants due to COVID-19.
16. However, Liu unilaterally decided to compensate herself for \$1,200/per month which later increased to \$1,500/per month without notice or consent of other members of the LLC in 2020.
17. Numerous demands were made to Liu to review the books and records by all members of the LLC beginning in 2022 and was refused.
18. In the beginning of 2023, the LLC paid off the mortgage loan to Cathay Bank.
19. The members of the LLC, Guang Hai Guo, Quan Lin, Chang Yan Jiang and Shao Feng Ni again made a request with Liu to review the books and records of the LLC after the loan was paid off which was declined by Liu.
20. When the members of the LLC learned that there was less than \$7,000 left in LLC's bank accounts, Liu was unable to explain where the security deposits made by the tenants in all units at the Premises and expenditures or maintenance spent on the Premises.
21. Not only did Liu refuse to turn over the books and records, she also refused to provide all lease agreements and information relating to the tenants and does not allow the LLC's

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