

Exhibit “C”

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X
NANCY CORCIONE,

: Index No.

:
Plaintiff,

:
- against -

: **VERIFIED COMPLAINT**

:
ALICE MIREZ n/k/a/ ALICE TORTORA,
RCG MORTGAGE SOLUTIONS, LLC, and
CATHERINE LEE DOMINICI, Esq.,

:
Defendants.
-----X

Plaintiff, NANCY CORCIONE, by and through her attorneys, SOKOLSKI &
ZEKARIA, P.C., hereby set forth as its complaint against Defendants, the following:

JURISDICTION

1. At all times relevant herein, Plaintiff Nancy Corcione ("Plaintiff") was and still is a natural person residing in the County of Suffolk, within the State of New York.

2. Upon information and belief, at all times relevant herein, Defendant Alice Mirez n/k/a Alice Tortora ("Mirez") was and still is a natural person residing in the County of Nassau, within the State of New York.

3. Upon information and belief, at all times relevant herein, Defendant Mirez was and still is the owner of the unit/house commonly known as 131 Constantine Way, Mount Sinai, New York 11766 ("subject premises").

4. Upon information and belief, at all times relevant herein, Defendant RCG Mortgage Solutions, LLC, ("RCG") was and still is a foreign limited liability company existing by and under the virtue of the laws of the State of New Jersey, maintains its principal place of business in the County of Suffolk within the State of New York, and is registered with The New York Department of State as doing business in County of Suffolk.

5. Upon information and belief, at all times relevant herein up to and including April 2020, Defendant RCG was acting as a mortgage broker for the Plaintiff.

6. Upon information and belief, at all times relevant herein, Defendant Catherine Lee Dominici ("Dominici") was and still is a natural person residing in the State of New York and maintaining her principal place of business in the County of Suffolk within the State of New York.

7. Upon information and belief, Defendant Catherine Lee Dominici is an attorney duly licensed to practice law in the State of New York, having been admitted to practice in New York State in 2010, and her Attorney Registration Number is 4772539.

8. Upon information and belief, at all times relevant herein up to and including May 2020, Defendant Dominici was acting as attorney for Plaintiff in relation to the purchase of the subject premises.

STATEMENT OF THE FACTS

9. At all times relevant herein, Defendant Mirez was and is attempting to sell the subject premises.

10. A contract of sale was entered into on January 30, 2020 between Plaintiff as purchaser and Defendant Mirez as seller for the subject premises.

11. Under the January 30, 2020 contract of sale Plaintiff was to purchase the Subject premises for a price of \$580,000 with a seller's concession of \$21,500, this contract was executed based upon a down payment of \$10,000 from Plaintiff to be held in escrow.

12. The January 30, 2020 contract of sale and granted Plaintiff 45 days (till March 15) to secure a mortgage, and set the initial closing date for this transaction for February 15 with no "time is of the essence" language included.

13. Plaintiff, then placed \$10,000 into escrow with Defendant Mirez's attorney as a deposit per the January 30, 2020 contract of sale.

14. Upon information and belief, Plaintiff then went about securing a mortgage for the subject premises through her then mortgage broker Defendant RCG.

15. Upon information and belief, Defendant RGC by and through its agent Evan Russell began seeking to secure a mortgage on the subject premises secured by the Federal Housing Administration ("FHA Mortgage").

16. Upon information and belief, Plaintiff sent all documentation necessary to shop for a mortgage to Defendant RGC in a timely manner, but due to ongoing delays on the part of Defendant RGC a mortgage loan commitment was not received in a timely manner.

17. Upon information and belief, an amendment was made to the January 30, 2020 contract of sale on February 12, 2020 changing the closing date to February 28, 2020.

18. On March 7, 2020 a state of emergency was declared in New York State per Executive Order 202, in relation to the COVID-19 pandemic.

19. On March 20, 2020 Executive Order 202.8 colloquially known as the "New York State on Pause" order closed all non-essential business and barred professional work places such as real estate offices and law firms from opening.

20. Based upon Executive Order 202 and the subsequent Executive Orders all non-essential businesses were closed, gatherings were barred, and all regular operations of the State of New York were suspended or severely diminished.

21. Upon information and belief, this change in law effectively barred Plaintiff from legally conducting any closing on the subject premises, as real estate, title companies, and professional offices such as transactional law firms could only operate remotely, and non-essential gatherings of individuals of any size for any non-essential reason were canceled at this time making it a legal impossibility to effectuate a closing in accordance with the contract.

22. Based upon this change of law performance under the contract was an impossibility at the time due to operation of law, and such conditions were not contemplated by the January 30, 2020 contract of sale.

23. Upon information and belief, this change in law further effected Plaintiff's ability to perform actions in an otherwise timely manner, as offices and agencies from which documentation

was required were unavailable to provide same.

24. It was not until after the State of Emergency was declared on or about March 13, 2020 that Plaintiff received a mortgage commitment through Defendant RCG and financed by the financial institution Mr. Cooper.

25. Upon information and belief, Defendant Mirez by and through her attorney allowed this delay and took no action to cancel the sale. Although, Defendant Mirez did later force Plaintiff to pay the monthly fees and utilities on the subject premises which was not part of the sales agreement, thus enforcing a penalty for a delay that was caused by operation of law and outside of the contract.

26. Upon information and belief, Defendant Dominici allowed this non-contracted penalty to be imposed.

27. Upon information and belief, after receiving the mortgage loan commitment the next steps to secure this loan were severely delayed and hindered by the COVID-19 pandemic and state shutdown.

28. Upon information and belief, on or about March 31, 2020 Plaintiff was advised that due to the economic impact of COVID-19 the financial institution Mr. Cooper, would not be able to finance her loan.

29. Upon information and belief, Defendant RCG then proceeded to get Plaintiff approved for a standard (non-FHA) mortgage loan commitment with Lending Point. Assuring her that all was well and to proceed with the purchase.

30. Upon information and belief, Plaintiff relied upon the representations of Defendant RCG and attempted to continue with the purchase.

31. Upon information and belief, Defendant Dominici as Plaintiff's attorney spoke to Defendant Mirez's attorney on or about April 3, 2020 regarding this delay.

32. Upon information and belief, at this time Defendant Dominici failed in her duty as attorney to Plaintiff, in that instead of asserting defenses to the delay or acting in accordance with

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