

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

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PEOPLE OF THE STATE OF NEW YORK, by
ANDREW M. CUOMO, Attorney General of the State of
New York,

Plaintiffs,
-against-

COMPLAINT

ROBERT BEREZIN, SHIRLEY BEREZIN,
ROBERT LEWIS, REUBEN BERNER, MARSHALL
EPSTEIN, and BRADLEY LEWERT,

Index No. 400481/07

Defendants.
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The People of the State of New York, by and through their attorney, Andrew M. Cuomo, Attorney General of the State of New York, as and for their complaint, allege, upon information and belief, as follows:

PRELIMINARY STATEMENT

1. For at least ten years, Robert Berezin has engaged in a pattern and practice of sexual harassment of numerous female tenants who resided in residential properties he owned and managed in Brooklyn, New York. Robert Berezin was given free reign to do as he pleased as manager of these properties, including sexually harassing the female tenants, by the co-owners and general partners in the properties he owned. This lack of oversight allowed Robert Berezin to create a hostile housing environment for female tenants and to condition female tenants' rentals on compliance with his sexual demands.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this action pursuant to New York Executive Law § 63(12), which authorizes the Attorney General to seek injunctive relief, restitution, and damages against any person that engages in repeated fraud or illegality in the conduct of business. The Court also has jurisdiction over this action pursuant to its general jurisdiction under the New York Constitution, art. VI, § 7, and New York Judiciary Law § 140-b.
3. Venue is proper in this county pursuant to New York CPLR § 503(a) because Plaintiffs reside and have an office in New York County.

PARTIES

4. Plaintiffs, the People of the State of New York, are represented by their chief legal officer, Andrew M. Cuomo, Attorney General of the State of New York, who brings this action pursuant to the authority granted him under New York Executive Law § 63(1) and (12).
5. Defendant Robert Berezin (“Berezin”) resided at 13409 Beach Channel Drive, Belle Harbor, NY 11694 until December 2006. Berezin currently resides at 3821 Sugar Loaf Ln, Skokie, IL 60076. At all relevant times, Berezin owned and/or managed residential properties in Brooklyn, New York.
6. Defendant Shirley Berezin, the wife of Robert Berezin, resided at 13409 Beach Channel Drive, Belle Harbor, NY 11694 until December 2006. Shirley Berezin currently resides at 3821 Sugar Loaf Ln, Skokie, IL 60076. At all relevant times, Shirley Berezin co-

owned a residential property in Brooklyn with Berezin.

7. Defendant Robert Lewis (“Lewis”) resides at 312 West 71st Street, New York, NY 10023. At all relevant times, Lewis co-owned residential properties in Brooklyn with Berezin.
8. Defendant Reuben Berner (“Berner”) resides at 10 Ipswich Lane, Monticello NY 12701. At all relevant times, Berner co-owned a residential property in Brooklyn with Berezin.
9. Defendant Marshall Epstein (“Epstein”) resides at 66-17 Clyde Street, Rego Park, NY 11374. At all relevant times, Epstein co-owned a residential property in Brooklyn with Berezin.
10. Defendant Bradley Lewert (“Lewert”) resides at 945 Fifth Avenue, Tenth Floor, New York, NY 10021. At all relevant times, Lewert co-owned a residential property in Brooklyn with Berezin.

FACTUAL BACKGROUND

11. From in or about 1983, Berezin had an ownership interest in several residential properties in Brooklyn, New York including (a) 318 6th Street, (b) 49 Garden Place, and (c) 532 Lefferts Avenue (the “Brooklyn Properties”).
12. The Brooklyn Property located at 318 6th Street was jointly owned by Berezin and Lewis, as part of a general partnership.
13. Lewis, Shirley Berezin, Berner, Epstein, and Lewert, (collectively the “Partner Defendants”) were general partners with Berezin in the ownership of the Brooklyn Property located at 49 Garden Place.

14. In addition to having an ownership interest in the Brooklyn Properties, Berezin was responsible for the day to day management of these residential properties. His partners in the ownership of the Brooklyn Properties assigned the daily management of the buildings to Berezin and paid Berezin to act as the properties' managing agent.
15. Berezin's responsibilities as managing agent of the Brooklyn Properties included: finding tenants for vacant apartments, entering into leases and lease renewals, collecting rent, hiring contractors and ensuring repairs were made to apartments.

Sexual Harassment of Tenants

16. Beginning in or about 1996, Berezin engaged in a pattern and practice of sexually harassing numerous female tenants of the Brooklyn Properties.
17. Berezin's practice of sexually harassing female tenants residing at the Brooklyn Properties is nearly identical in each incident of harassment, despite having occurred over the course of at least a ten-year time period.
18. Typically, Berezin preyed upon young women in their twenties or thirties by showing up at their apartments unannounced under the pretext of inquiring about rent, repairs or other housing-related matters, but then harassing the women.
19. Once in the apartment, Berezin typically tried to engage the female tenant in conversation having nothing to do with the purported purpose of his visit.
20. Eventually, Berezin moved closer and closer to the woman, finally cornering her in a small space, such as a bathroom or hallway.
21. He then began to touch the woman, without her consent; sometimes he pushed his body

- against the female tenant; and other times he fondled and/or groped her.
22. Typically, Berezin then grabbed the woman's face and forced his tongue into the woman's mouth. He used his body to restrain and confine her.
 23. These unwanted encounters left Berezin's victims stunned and frightened. Frequently, they yelled, pushed him and took other steps to get him to leave. Eventually he would leave; however on several occasions he showed up again at their doors seeking entry, or groped them again when he encountered them in the public areas of the building.
 24. After he had sexually harassed them, Berezin also told some of his victims that he would "work out something with the rent." He told others that he would make some accommodations with the rent if they would agree to go out with him or have an intimate relationship with him.
 25. As a result of Berezin's behavior, female tenants whom he harassed and others who learned of the harassment took steps to avoid all contact with him.
 26. Because of Berezin's attacks, many female tenants no longer felt that their home was the same place of safety and refuge that it had been. They often were so upset about these unwelcome touches that they changed the locks on their apartment doors, stopped answering the door if Berezin knocked, and on occasion, vacated their apartments before their lease had expired. If the female tenants had roommates, they made sure to inform them of Berezin's assault and warn them not to be alone with Berezin.
 27. After being harassed and assaulted by Berezin, one female tenant even notified a co-owner of one of the Brooklyn Properties about Berezin's sexual harassment. However,

that co-owner took no corrective action in response to the tenant's complaint.

FIRST CAUSE OF ACTION:
NEW YORK EXECUTIVE LAW § 296
(Against Berezin)

28. New York Executive Law § 296(5)(a)(2) makes it unlawful for “the owner, ...managing agent thereof, or other person having the right to ...rent or lease a housing accommodation, ...or any agent or employee thereof” to “discriminate against any person because of ...sex...in the terms, conditions or privileges of the... rental or lease of any such housing accommodation or in the furnishing of facilities or services in connection therewith.”
29. The apartments rented and leased to female tenants by Berezin are housing accommodations under New York Executive Law § 296.
30. At all relevant times, Berezin was an owner and the managing agent of the Brooklyn Properties in which each of the female tenants lived. As an owner and the managing agent of the buildings in which the female tenants lived, Berezin had the authority to and did affect the terms, conditions or privileges of the rental and lease and was responsible for the furnishing of facilities or services in connection therewith, including ensuring that needed repairs were made.
31. Berezin's sexual harassment of the female tenants adversely affected the terms, conditions and privileges of their housing accommodations. After Berezin sexually harassed them, the tenants became extremely upset and anxious, changed the locks to their doors, warned their female roommates to avoid Berezin, and no longer felt that their

home was the same place of safety and refuge that it had been. By fondling, groping and assaulting female tenants in an unwanted sexual manner, Berezin created a discriminatory hostile housing environment because of their sex, for these female tenants.

32. Additionally, by suggesting to some of the women that he would “work out” the woman’s rent if she entered into a romantic relationship with him, Berezin conditioned certain terms of those female tenants’ rentals on their compliance with his sexual demands.
33. Berezin’s conduct was intentional, willful, and taken in disregard for the rights of others.
34. By creating a hostile housing environment for female tenants and conditioning female tenants’ rentals on compliance with his sexual demands, Berezin discriminated against the female tenants because of their sex, in violation of New York Executive Law § 296(5)(a)(2).

SECOND CAUSE OF ACTION:
NEW YORK EXECUTIVE LAW § 296
(Against the Partner Defendants)

35. New York Executive Law § 296(5)(a)(2) makes it unlawful for “the owner, ...managing agent thereof, or other person having the right to ...rent or lease a housing accommodation, ...or any agent or employee thereof” to “discriminate against any person because of ...sex...in the terms, conditions or privileges of the... rental or lease of any such housing accommodation or in the furnishing of facilities or services in connection therewith.”
36. New York Partnership Law § 24, states that “[w]here, by any wrongful act...of any

partner acting in the ordinary course of the business of the partnership, or with the authority of his copartners, loss or injury is caused to any person, not being a partner in the partnership, or any penalty is incurred, the partnership is liable therefore to the same extent as the partner so acting or omitting to act.” New York Partnership Law § 26 states that “all partners are liable...jointly and severally for everything chargeable to the partnership under section[] twenty-four...”

37. Defendants Shirley Berezin, Lewis, Berner, Epstein, and Lewert were all general partners with Berezin in the partnerships that owned the Brooklyn Properties in which Berezin sexually harassed the female tenants. The Partner Defendants granted Berezin full control over the day to day management of the buildings to Berezin, affording him full and complete authority over the buildings and the conditions in which the tenants lived. Berezin sexually harassed the female tenants while acting in the ordinary course of the business of the partnership and with the authority of his co-partners. By failing to exercise appropriate oversight of the buildings they owned with Berezin, the Partner Defendants effectively provided Berezin a free hand to sexually harass numerous female tenants living in the buildings for at least a decade. Moreover, the Partner Defendants failed to take corrective action when at least one of them received a complaint of sexual harassment from a female tenant.
38. Defendants Shirley Berezin, Lewis, Berner, Epstein, and Lewert are all therefore jointly and severally liable for Berezin’s violations of New York Executive Law § 296(5)(a)(2).

THIRD CAUSE OF ACTION:
NEW YORK CIVIL RIGHTS LAW § 40-c
(Against Berezin)

39. New York Civil Rights Law § 40-c provides, in relevant part that “[n]o person shall, because of . . . sex,...be subjected to discrimination in his or her civil rights, . . . by any other person.”
40. By creating a hostile housing environment in the female tenants’ homes, and by conditioning certain terms of some of the female tenants’ rentals on compliance with his sexual demands, Berezin subjected the female tenants to discrimination in their civil rights because of their sex.
41. By engaging in the foregoing discriminatory conduct, Berezin has violated New York Civil Rights Law § 40-c.

FOURTH CAUSE OF ACTION:
NEW YORK CIVIL RIGHTS LAW § 40-c
(Against the Partner Defendants)

42. New York Civil Rights Law § 40-c provides, in relevant part that “[n]o person shall, because of . . . sex,...be subjected to discrimination in his or her civil rights, . . . by any other person.”
43. Under New York Partnership Law §§ 24 and 26, as general partners in the partnerships which owned the residential apartment buildings in which Berezin sexually harassed the female tenants, defendants Shirley Berezin, Lewis, Berner, Epstein, and Lewert are all jointly and severally liable for Berezin’s violations of New York Civil Rights Law § 40-c.

FIFTH CAUSE OF ACTION:
NEW YORK CITY ADMINISTRATIVE LAW § 8-107(5)(2)
(Against Berezin)

44. New York City Administrative Code § 8-107(5)(2) states that “[i]t shall be an unlawful discriminatory practice for the owner...or managing agent of...a housing accommodation...[t]o discriminate against any person because of such person’s ...gender...in the terms, conditions or privileges of the sale, rental or lease of any such housing accommodation or an interest therein or in the furnishing of facilities or services in connection therewith.”
45. By creating a discriminatory hostile housing environment on the basis of gender in the female tenants’ homes, and by conditioning certain terms of some of the female tenants’ rentals on compliance with his sexual demands, Berezin committed unlawful discriminatory practices against them, in violation of New York City Administrative Code § 8107(5)(2).

SIXTH CAUSE OF ACTION:
NEW YORK CITY ADMINISTRATIVE LAW § 8-107(5)(2)
(Against the Partner Defendants)

46. New York City Administrative Code § 8-107(5)(2) states that “[i]t shall be an unlawful discriminatory practice for the owner...or managing agent of...a housing accommodation...[t]o discriminate against any person because of such person’s ...gender...in the terms, conditions or privileges of the sale, rental or lease of any such housing accommodation or an interest therein or in the furnishing of facilities or services in connection therewith.”

47. Under New York Partnership Law §§ 24 and 26, as general partners in the partnerships which owned the housing accommodations in which Berezin sexually harassed the female tenants, and as general partners who granted Berezin full authority to manage the buildings, defendants Shirley Berezin, Lewis, Berner, Epstein, and Lewert are all jointly and severally liable for Berezin's violations of New York Administrative Law § 8-107(5)(a)(2).

SEVENTH CAUSE OF ACTION:
NEW YORK EXECUTIVE LAW § 63(12)
Discriminatory Housing Practices
(Against Berezin)

48. As set forth in the First, Third and Fifth Causes of Action above, Berezin repeatedly violated New York Executive Law § 296(5), New York Civil Rights Law § 40-c, and New York City Administrative Code § 8-107(5)(2) by intentionally discriminating against female tenants in residential properties that Berezin co-owned and/or managed.

49. These repeated violations of New York Executive Law § 296(5), New York Civil Rights Law § 40-c, and New York City Administrative Code § 8-107(5)(2) constitute repeated and persistent illegal conduct in violation of New York Executive Law § 63(12).

50. Berezin has thereby also violated New York Executive Law § 63(12).

EIGHTH CAUSE OF ACTION:
NEW YORK EXECUTIVE LAW § 63(12)
Discriminatory Housing Practices
(Against the Partner Defendants)

51. As set forth in the First, Third and Fifth Causes of Action above, Berezin repeatedly violated New York Executive Law § 296(5), New York Civil Rights Law § 40-c, and

New York City Administrative Code § 8-107(5)(2) by intentionally discriminating against female tenants in residential properties that Berezin co-owned and/or managed.

52. These repeated violations of New York Executive Law § 296(5), New York Civil Rights Law § 40-c, and New York City Administrative Code § 8-107(5)(2) constitute repeated and persistent illegal conduct in violation of New York Executive Law § 63(12).
53. Under New York Partnership Law §§ 24 and 26, as general partners in the partnerships which owned the residential apartment buildings in which Berezin sexually harassed the female tenants, defendants Shirley Berezin, Lewis, Berner, Epstein, and Lewert are all jointly and severally liable for Berezin's violations of New York Executive Law §63(12).

NINTH CAUSE OF ACTION:
NEW YORK EXECUTIVE LAW § 63(12)
Breach of Implied Covenant of Good Faith and Fair Dealing
(Against Berezin)

54. Under the contractual lease agreements between Berezin and the numerous female tenants whom Berezin sexually harassed, Berezin owed a duty of good faith and fair dealing toward the female tenants.
55. Berezin gained entry into the female tenants' apartments under the false pretense that he had legitimate business to conduct with them. As described above, after gaining entry to the apartment, Berezin created a hostile housing environment for the female tenants and conditioned certain terms of some of the tenants' rentals on compliance with his sexual demands.
56. With his sexual harassment of more than a dozen female tenants, Berezin breached the duty to act with good faith and fair dealing toward these female tenants.

TENTH CAUSE OF ACTION:
NEW YORK EXECUTIVE LAW § 63(12)
Breach of Implied Covenant of Good Faith and Fair Dealing
(Against the Partner Defendants)

57. Under the contractual lease agreements between Berezin and the numerous female tenants whom Berezin sexually harassed, Berezin and the co-owners of the Brooklyn Properties owed a duty of good faith and fair dealing toward the female tenants.
58. Under New York Partnership Law §§ 24 and 26, as general partners in the partnerships which owned the residential apartment buildings in which Berezin sexually harassed the female tenants, defendants Shirley Berezin, Lewis, Berner, Epstein, and Lewert are all jointly and severally liable for Berezin's breach of the duty to act with good faith and fair dealing.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that a judgment and order be issued:

- A. Permanently enjoining Defendants, their employees, partners, agents, successors, heirs and assigns, directly or indirectly, from engaging in the discriminatory, fraudulent and illegal practices alleged herein;
- B. Directing Defendants to pay restitution and compensatory damages to the tenants harmed by Berezin's discriminatory conduct;
- C. Directing Defendants to pay punitive damages to each person aggrieved by Berezin's discriminatory conduct pursuant to New York Executive Law § 297;
- D. Directing Defendants to pay civil fines and penalties of \$100,000 to New York State for each unlawful discriminatory act pursuant to New York Executive Law § 297;

- E. Directing Defendants to pay plaintiffs reasonable attorney's fees pursuant to Executive Law § 297;
- F. Directing Defendants to pay a penalty of \$500 to each person aggrieved by Berezin's discriminatory conduct pursuant to New York Civil Rights Law § 40-d;
- G. Awarding plaintiffs \$2,000 in costs against Defendants pursuant to CPLR § 8303(a)(6);
and
- H. Granting plaintiffs such other and further relief as this Court finds appropriate and equitable, including injunctive and declaratory relief as may be required in the interests of justice.

Dated: New York, New York
February 6, 2007

ANDREW M. CUOMO
Attorney General of the State of New York
Attorney for Plaintiffs
120 Broadway, 3rd Floor
New York, New York 10271

By: _____
Jenny Rivera
Special Deputy Attorney General
for Civil Rights
(212) 416-6155

Julian Birnbaum
Beth S. Frank
Meredith McGowan
Assistant Attorneys General
Civil Rights Bureau