

ADAM LEITMAN BAILEY, P.C.

NEW YORK REAL ESTATE ATTORNEYS

FALL 2022

Fall Newsletter 2022

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Rules on Partitioning Ownership Property Rights

New York Law Journal

CONDOMINIUM AND COOPERATIVE REPRESENTATION Adam Leitman Bailey | John Desiderio



Whether a property owned by two or more tenants-in-common can be partitioned “in kind,” i.e., by physically dividing the real estate or other property interest, or by subjecting it to a judicial sale, or even whether the property may be subject to partition at all, are issues that courts must decide when the property’s majority and minority owners

are strongly divided on whether the property should be divided or sold.

Although the law clearly provides a means for parties to partition their commonly-owned property, see RPAPL §901, oftentimes parties enter into agreements that restrict their right to sever their interest in the property without the unanimous consent of all the owners. Such agreements are enforceable, but courts have nevertheless identified several ways in which an agreement restricting the right to partition can be nullified.

Whether or not particular agreements restricting the right to partition will be enforceable are subject to how courts determine to apply the law to the circumstances of each individual case. Therefore, it is important that parties entering into common ownership agreements be certain that the terms of the agreement conform to their respective future desires for either restricting the right of all the owners to partition or for being freely able to partition their

Whether Co-op Boards Can Reject a Sale Because the Purchase Price Is ‘Too Low’

New York Law Journal

CONDOMINIUM AND COOPERATIVE REPRESENTATION Adam Leitman Bailey | John Desiderio



“Courts have mostly rejected anti-free market tactics of the board of directors but other cases have given boards discretion to allow such rejections.” Adam Leitman Bailey and John Desiderio discuss these cases and offer that “New York needs the Appellate Division to settle this quarrel.”

Financially qualified cooperative buyer’s applications are being rejected by boards of directors solely on the basis that the purchase price is too low. Besides causing wasted time, money and distress between the individual parties, the buyer and seller and the real estate brokers, these rejections adversely affect and create an artificial market, as the seller is forced to put the unit on the market at a price that does not reflect its true value.

The inflated board-demanded prices will appear as the first entry of a Google search for building comparables or past sales, which can adversely affect prices throughout the building. Brokers fail to show, and buyers fail to view, any lower priced selling units. This artificial market may work when a market is hot and a unit has been priced poorly, but that has not been the experience in the several cases we have been involved in.

Courts have mostly rejected these anti-free market tactics of the board of directors but other cases have given boards discretion to



separate interests in the property without unanimous consent.

The Real property Actions and Proceedings Law (RPAPL), Section 901(1) thereof, provides that:

A person holding and in possession of real property, as joint tenant or tenant in common, in which he has an estate of inheritance, or for life, or for years, may maintain an action for the partition of the property, and for a sale if it appears that a partition cannot be made without great prejudice to the owners. (Emphasis added).

As explained in *Ching v. Chang*, 137 AD2d 371, 373, 529 NYS2d 294, 295 (1st Dept. 1988), citing the seminal Court of Appeals decision, in *Chew v. Sheldon*, 214 NY 344 (1915),

It is also a generally held view that absent an express agreement to the contrary, a testamentary restriction against partition, or extreme prejudice to a co-owner, a partition is a matter of right of a co-owner who no longer desires to hold or use the property in common. (Emphasis added).

Establishing the Basis for a Partition

(1) The party seeking partition must show an ownership interest in the property.

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allow such rejections. The cases and reasoning are discussed below but New York needs the Appellate Division to settle this quarrel. Board disapproval of the sale price can kill the sale and upset the shareholder’s immediate living plans and needs. A board may have a legitimate corporate purpose for evaluating the sale price, but that interest is not unlimited.

By-Laws Authorizing Boards To Set Price

It is well established that it is not unlawful for co-ops to adopt governing by-laws that require their shareholders to first offer their shares for sale to the co-op, at book value, before offering them to non-shareholders.

As the Court of Appeals explained in *Allen v. Biltmore Tissue Corp.*, supra, 2 NY2d at 541:

The courts have almost uniformly held valid and enforceable the first option provision, in charter or by-law, whereby a shareholder desirous of selling his stock is required to afford the corporation, his fellow shareholders or both an opportunity to buy it before he is free to offer it to outsiders...

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Adam Leitman Bailey, P.C. Secures Largest Condominium Construction Defect Settlement in Brooklyn History

CONDOMINIUM AND COOPERATIVE BOARD AND BUILDING REPRESENTATION Rachel Sigmund McGinley | Adam Leitman Bailey



In 2018, Adam Leitman Bailey, P.C. was retained by a group of unit owners at a new construction condominium in Williamsburg, Brooklyn. The new build encompassed an entire block and contained over 200 units consisting of one to three-bedroom units, duplexes, lofts, penthouses and townhomes.

On paper, the building sounded wonderful. In reality, however, the building was plagued with construction defects and shoddy workmanship from the start. Shortly after moving in, residents quickly discovered a myriad of issues including leaks from ceilings, windows and terrace doors, excessive air at windows and doors, noxious smells permeating from unit to unit, and various discrepancies in the finishes and quality of construction from promised in the offering plan.

In 2017, the original owners knew these issues were just the tip of the iceberg. They realized they needed to take action to protect their investment, and, most importantly, to keep their homes safe. They formed a group of leaders and a search committee to find the best law firm in New York to represent the building. Upon being hired, Adam Leitman Bailey met with the owner group consisting of 12 unit owners.

Adam Leitman Bailey immediately called a town hall meeting to raise funds and rally more unit owners for the cause. The meet-



ing worked, and the homeowner association was flush with funds and showed a strong display of force against the sponsor.

Knowing the Attorney General's office was not taking any new construction cases since it was still resolving cases from a prior Attorney General, Adam Leitman Bailey, P.C. needed to show a Martin Act violation or fraud by the Sponsor to have the Attorney General become involved. After digging and investigating, one of Adam Leitman Bailey's connections handed him an engineer's report commissioned by the Sponsor directly from China that reported major construction problems in the building. The report was completed before any of the units were sold to the public making this a major Martin Act violation. The Attorney General took the case, which was a big boost to getting the Sponsor based in China to complete the repairs to the building.

The group of unit owners contributed their own funds to fight the sponsor to repair the building and bring it in line with the promises made in the offering plan and all applicable codes. This allowed unit owners to engage an engineer, which was done through Adam Leitman Bailey, P.C., to preserve attorney-client privilege.

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The Largest Buyout Ever Overpaid in New York City

BUYOUTS AND SALE OF APARTMENT LEASE Adam Leitman Bailey | Carolyn Rualo | William Perkarisky



Adam Leitman Bailey, P.C. was contacted by rent-stabilized tenants of a residential apartment in New York in connection with a potential buyout case. We were given a mission: identify the landlord's goals for the tenants' building and secure a fair settlement amount that would allow the tenants to live comfortably for the rest of their lives after leaving their home.

We started our due diligence, expecting that the building our clients lived in was one of many the landlord owned, and that the landlord was putting together a number of buildings to demolish and build a larger few hundred unit condominium building. The tenants, longtime residents of the building, sought Adam Leitman Bailey, P.C.'s aid after they were approached by their landlord with a buyout offer. The tenants were among the last remaining rent-stabilized tenants in



an otherwise empty building.

After speaking with our clients and conducting public records research, Adam Leitman Bailey, P.C. learned that the current landlord of the clients' building had only recently purchased the building. At this point, it was clear that this new landlord had unknown plans for the building. Based on preliminary due diligence analyses, Adam Leitman Bailey, P.C. was suspicious that the landlord was not being completely transparent with our initial offer to the clients. In fact, Adam Leitman Bailey, P.C. developed the theory that the landlord was trying to remove all of the building's tenants so that it could either completely renovate the building or otherwise perform some type of new construction or expansion. With this base knowledge on hand, Adam Leitman Bailey P.C. was sure that



the landlord grossly lowballed the clients' original offer.

While simultaneously continuing with the due diligence and market research on the building and surrounding neighborhood, Adam Leitman Bailey P.C. learned that the client's apartment had other housing code issues. Working on parallel tracks, Adam Leitman Bailey, P.C. began to document all of the housing code violations that were present in the clients' apartment, including leaking pipes, cracked tiles, and other plumbing hazards, among other things. Adam Leitman Bailey, P.C. immediately sprang into action and created a record of these perilous violations, placing the landlord on notice and demanding immediate repairs.

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Miracle Lawyering, Strategizing and a Bit of Luck Allows Client to Buy Dream Home After it Being in Probate and No Contract Signed While Being Sued by Purchaser of Existing Home for Damages, Breach of Contract and Failing to Close

PURCHASE AND SALES OF HOMES Adam Leitman Bailey | Colin E. Kaufman | William Perkarsky | Jason Rogovich



The client came to Adam Leitman Bailey, P.C. in an impossible situation. The client's wife was 7 months pregnant during the height of COVID-19. She was not moving. The client's dream home was not only not for sale, but in probate without any indication as to who had the authority to sell it. To make matters worse, the client had signed a contract to sell their existing townhouse on a specific date without having a place to move. The client's only answer as to why they had signed a contract to sell their existing home without a contract to buy their dream home was that they made a mistake, but, like in years past, Adam Leitman Bailey P.C. performs miracles, and the client needed one now.

THE APPRAISAL AND BEATING THE LAWSUIT



First, the client refused all visitors in their existing home during COVID-19 as a baby was about to be born. This means that no appraisal took place inside the home. When the purchasers sued, they said the client did not allow an appraisal to occur. Nonetheless, during the litigation Adam Leitman Bailey, P.C. made it known to purchasers' counsel that drive-buy appraisals using pictures taken outside the home were commonly utilized during

COVID-19.

PROBATE AND TRYING TO BUY THE DREAM HOME

The client believed that signing a contract for their new dream home was imminent. However, Adam Leitman Bailey, P.C. discovered that no owner of the home was chosen and probate of the will was not completed. Adam Leitman Bailey, P.C. guided our client to use soft hands to become best friends with the family. Somehow they succeeded, and the property was never placed on the free market. Following the probate process, Adam Leitman Bailey, P.C. found the first day on which the property could be sold and uncovered who had the authority and we sent our client to make a deal. The client succeeded in obtaining the purchase price that was agreed on before, despite the rising prices in the real estate market.

CLOSING THE DEALS

Once we had an oral agreement, Adam Leitman Bailey, P.C. advised the seller of the client's dream home to hire an attorney to bring this transaction to fruition. In structuring the deal, we needed to carefully draft the closing



date provision to allow the client to settle the dispute and litigation related to the sale of his existing home. If unable to settle or close the sale of their existing home, the client would be forced to either seek traditional financing or borrow money from a relative to pay the balance. Financing the purchase of the client's dream home in a time of rapidly rising interest rates was something that the client wanted to avoid. With this in mind, Adam Leitman Bailey, P.C. diverted our attention back to the sale of the client's existing home and its attendant litigation. Adam Leitman Bailey, P.C. quickly came to the realization that if this litigation was not settled promptly, both sides would have to endure many months, if not years, of litigation.



In an effort to push for the settlement of this litigation, Adam Leitman Bailey, P.C. served a Time is of the Essence Closing notice at the purchasers' counsel. With the choice at hand, in addition to the overwhelming pressure from our Time is of the Essence Closing notice, Adam Leitman Bailey, P.C. was able to engage in more fruitful settlement discussions with purchasers' counsel. After some savvy lawyering and persuasive settlement discussions, the purchasers of the client's existing home

conceded to Adam Leitman Bailey, P.C.'s position and agreed to discontinue the litigation and close the deal.

With the closing for the sale of the client's existing home now in place, Adam Leitman Bailey, P.C. was able to schedule the client's purchase of their dream home a few days later as an all-cash closing. Closing in cash allowed the client to avoid record interest rates, significant mortgage tax payments, bank fees, and loan policy premiums (tens of thousands of dollars altogether). Our client was one of the lucky ones, as it is very rare that the previously stated facts all come together.

Adam Leitman Bailey, Colin Kaufman and William Pekarshy represented the client in the litigation related to their existing home and Adam Leitman Bailey and Jason Rogovich strategized, contracted, and closed on both transactions.

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Adam Leitman Bailey, P.C. Obtains Dismissal of an Appeal Challenging the Entry of a Judgment Quieting Title

APPELLATE LITIGATION GROUP Jeffrey R. Metz



Adam Leitman Bailey, P.C. was retained by a property owner who obtained quiet title to a contested property to defend against an appeal brought by the common-law wife of the deceased owner.

The judgment was granted in favor of the client due to a series of defaults committed by the wife, including failing to oppose a motion for a summary judgment and to strike a counterclaim for adverse possession. Also, the wife did not appear for trial and an order granting the client quiet title was entered. Subsequently, the order was reduced to a judgment. Added to these defaults, the wife had filed notices of appeal from the orders, granting title and dismissing the wife's counterclaim for adverse possession, but failed to

timely prosecute same.

In response to the wife's appeal from the judgment, Adam Leitman Bailey, P.C. demonstrated that the appeal had to be dismissed because no appeal lies from a judgment entered upon default. Agreeing with our analysis, the Appellate Division noted that while no appeal could lie from the judgment, the orders leading to the appeal were reviewable but, as shown here, they could not be because they were dismissed due to the wife's failure to timely perfect. For good measure, the Appellate Division added, based upon other arguments made by Adam Leitman Bailey, P.C., that while the court has inherent jurisdiction to review matters that were dismissed for failure to timely perfect, they refused to exercise its discretion. As a result, the client won a hard fought battle to clear title to its property.

Jeffrey R. Metz, partner at Adam Leitman Bailey, P.C. secured this result for the client.

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WE GET RESULTS

ADAM LEITMAN BAILEY, P.C.

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In Greene County, Adam Leitman Bailey P.C. Successfully Settles Foreclosure Action in Court and Takes Possession of Home

FORECLOSURE LITIGATION GROUP Jackie Harper Weinstein | Danny Ramrattan



Adam Leitman Bailey, P.C. handles foreclosure actions throughout the state of New York. But unlike most of the other firms that do the same, Adam Leitman Bailey, P.C.'s own attorneys, who are fully knowledgeable in the case, make the appearances personally to get the actions favorably resolved for the lenders. Many judges in the upstate counties have become increasingly frustrated with firms sending per diem local attorneys with no background knowl-

edge of the action and no real settlement authority. While it may appear to be cost-effective at first to hire local per diems, it generally results in continued appearances and adjournments, and, therefore, longer delays in settling and/or being awarded a Judgment of Foreclosure and Sale.

In Greene County, Adam Leitman Bailey, P.C. was able to expedite the process and settle a foreclosure action by virtue of a deed in lieu of foreclosure. There, the borrowers previously indicated that they would work out a settlement, but, in practice, were continuously delaying. The Court scheduled a conference, and in anticipation of the conference, Adam Leitman Bailey, P.C. filed its motion for summary judgment and an order of reference. Adam Leitman Bailey, P.C. knew that a pending motion would put pressure on for the borrowers to actually settle. Additionally, prior to the conference, Adam Leitman Bailey, P.C. provided a status update to the Court and to the borrowers, presenting a deed in lieu offer. Negotiations took place prior to the conference,



but the borrowers were unwilling to commit to a vacate date.

During the conference, Adam Leitman Bailey, P.C. raised all these prior points to the Judge and advised that the Lender was willing to settle, but the borrowers needed to agree to a vacate date. The Court agreed with Adam Leitman Bailey, P.C. and forced counsel for borrowers to immediately call the borrowers to confirm a vacate date. The borrowers ultimately agreed to vacate the premises within four months. The Court directed Adam Leitman Bailey, P.C. to paper the settlement, and it marked the case as disposed of by settlement.

This settlement resulted in the Lender bypassing a decision granting summary judgment and appointing a referee, the oath and report of the referee stage, the motion for judgment of foreclosure and sale stage, and the ultimate auction with likely bankruptcy filings to continue the delay. This settlement shaved off months-if not years- from the time period during which the Lender would be paying taxes, insurance, and legal fees and expenses, while the borrowers lived "for free".

Jackie Halpern Weinstein, Esq., and Danny Ramrattan, Esq. of the Foreclosure Litigation Group at Adam Leitman Bailey, P.C. secured this result for its client and Danny Ramrattan appeared in Greene County State Court for the firm.

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Miracle on Dunbury Place: The Story of the Only Tenant in Suffolk County Evicted After Being Approved for ERAP Payments

LANDLORD REPRESENTATION Niki Khindri | Dov Treiman



During the COVID-19 pandemic and its aftermath, the courts have been handing out stays on evictions like it is candy at a Shriners' parade. The courts do not seem to care if the tenant has not paid a dime or if the landlord is being severely hurt by the stay. When the landlord is a high profile person, it's all the worse. Courts simply assume that such people can afford to take the hit of having a deadbeat tenant. Such was the situation of a high profile person being victimized by a fraudster tenant who never paid rent, giving endless

promises of "tomorrow".

When this particular landlord approached Adam Leitman Bailey, P.C. for help evicting the tenant who gave the landlord a rubber check and called it "rent," expectations were tempered. Nevertheless, a holdover petition was filed and the attorneys at Adam Leitman Bailey, P.C. worked tirelessly to draft and file a motion on the basis that the tenant was never a tenant at all. The motion highlighted several months of correspondence between the tenant and the landlord inclusive of undeniable gaslighting, promises which were never kept, and representations which were demonstrably false. At the hearing, despite several contrary options available to the Court, the Court ordered judgment and a warrant of eviction against the would-be tenant an unprecedented victory for the landlord. However, that was what laid in the ability for Adam Leitman Bailey, P.C. to convince the court not to grant a stay on the eviction, even though the tenant had applied for ERAP relief. Across the State of New York, tens of thousands of landlords have been trying to evict tenants with expired leases and for nonpayment of rent. These attempts have almost uniformly failed, but not so in this case. ERAP is actually a Federal Program designed to prevent eviction and in that design it paints with an extremely broad brush. Nowhere has the brush been broader than in New York, where landlords are called upon to simply accept the losses it entails. Under ERAP, a tenant is entitled to a stay of all eviction proceedings as soon as the tenant applies for the program, even if there is no merit to the application at all. Such was the situation Adam



Leitman Bailey, P.C. faced in this case on Dunbury Place, a quiet residential street, lined with respectable one family homes.

However, because the tenant had never paid any money to the landlord at all (checks being dishonored), Adam Leitman Bailey, P.C. was able to convince the Court that the entire basis of the relationship was built on fraud. Adam Leitman Bailey, P.C. argued, where there is such fraud going to the very heart of things, the person to be evicted was not a tenant at all and therefore not entitled to an ERAP stay. The firm was on high alert as it realized that the tenant who had legal services attorneys could pay a month's rent at any time and spoil our plans. The firm and its client checked weekly with the court and the clerk's office to follow the progression of the eviction and to kindly push the date forward or at least to the top of the pile. We contacted ERAP to check if funds were coming as we knew that would end our hopes of an eviction.

The court agreed with Adam Leitman Bailey, P.C. and ordered an immediate eviction. Not only was the client put in full possession of the premises, but without any scandal attached to their name in the process. The tenant left shortly after the Sheriff posted the eviction notice. The apartment was in complete disrepair. The toilet had been broken. The premises was left in "disgusting" condition. But the non-paying tenant that had been mean and nasty to its kind landlord, who had tried making the landlord's lives miserable, was finally gone. Our clients called it the "Miracle on Dunbury Place". For weeks I had called it the splitting of the Red Sea as that was the chances of everything coming together for allowing this creative lawyering and hard work to make this happen.

Adam Leitman Bailey P.C. attorney, Dov Treiman, crafted the papers and Niki Khindri represented the landlord in court.

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Adam Leitman Bailey, P.C. Wins a Foreclosure Notice Issue of First Impression in the First Department

FORECLOSURE LITIGATION GROUP Colin E. Kaufman | Danny Ramrattan



In a mechanic's lien foreclosure auction, Adam Leitman Bailey, P.C. was retained post-auction on behalf of the third-party purchaser. The prior owner moved to vacate the sale. After an initial round of motion practice, the Court issued an interim order referring the case to a special referee for a hearing on 2 separate grounds: (1) whether the prior owner received proper

notice of the auction, and (2) whether the sale price was unconscionably low, either which could warrant vacating the sale.

Adam Leitman Bailey, P.C. conducted a four-day hearing including multiple witnesses from each side. The Special Referee issued a 36-page report and recommendation adopting much of Adam Leitman Bailey, P.C.'s arguments and findings. The Special Referee determined that, after taking all of the testimony and weighing witness credibility, the value of the property was more in line with Adam Leitman Bailey, P.C.'s client's appraisal than with the prior owner's appraisal. With regard to the notice issue, it was undisputed that the Plaintiff failed to serve the prior owner with the notice of sale as directed by the prior order of another judge. However, Adam Leitman Bailey, P.C. argued that the prior owner had sufficient notice including notice to its counsel and that the prior owner had actually appeared at the Courthouse with counsel on the date of the auction. The Special Referee agreed with Adam Leitman Bailey, P.C. and determined the evidence supported that the prior owner had constructive notice of the auction sale.

After issuance of the Report and Recommendation, the prior owner moved to disaffirm or modify the Referee's Report while Adam Leitman Bailey, P.C. moved to confirm it.



The parties engaged in an initial oral argument before the Judge, who directed the parties to submit supplemental letters regarding issues of the valuation of the property and adjourned for further argument. At the subsequent appearance, after two hours of vigorous oral argument, the Court ruled in favor of Adam Leitman Bailey, P.C.'s client.

The Judge slightly modified the referee's finding of the value of the property, but after calculating the percentage of the value, held that the purchase price did not shock the conscience of the Court and was not a basis to set aside the sale.

The Judge said the notice issue was a close call and that it was likely a case of first impression for the appellate division. The Judge held that while Plaintiff's lawyer may have failed to serve the prior owner as directed by the previous order, there was sufficient notice. The prior owner principal and attorneys appeared at the courthouse on the date and at the approximate time and location of the foreclosure auction. Despite the prior owner's confusion as to where the auction was to be held within the courthouse and therefore not bidding, it was not legally prejudiced. By finding in favor of Adam Leitman Bailey, P.C.'s client on both issues, the Judge upheld the sale of the property to the third-party purchaser.

Colin E. Kaufman, Esq., and Danny Ramrattan, Esq. of Adam Leitman Bailey, P.C. conducted the hearing and briefed the issues; Kaufman conducted both sets of arguments.

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Adam Leitman Bailey, P.C. Represents Purchaser in Acquisition of Multifamily Property Eligible for "Qualified Opportunity Zone" Tax Benefits

PURCHASE AND SALE OF MULTI-FAMILY DWELLINGS AND REAL ESTATE ADMINISTRATIVE PROCEEDINGS

Bonnie Berkow | Niki Khindri | Jason Rogovich



Investors looking to defer capital gains tax may be able to do so by purchasing property located in a Qualified Opportunity Zone (QOZ). QOZs were developed by the federal government as an economic incentive tool to spur development in economically distressed areas. Under certain conditions, by investing in properties located within these zones, an investor may qualify for preferential tax treatment.

Adam Leitman Bailey, P.C. represented a purchaser of a multifamily property in Brooklyn located in one of these QOZs, and successfully navigated the purchaser through the process of contract through closing. Adam Leitman Bailey, P.C. negotiated for inclusion of language in the purchase agreement to preserve the purchaser's rights to pursue these benefits and handled the formation of the corporate entity that



took title to the property. With the assistance of tax experts, Adam Leitman Bailey, P.C. included language in the operating agreement of the purchasing LLC to ensure the purchaser's eligibility for the tax benefits.

On the morning of closing, despite a last-minute issue with closing adjustments that threatened to kill the deal, Adam Leitman Bailey, P.C. was able to negotiate a solu-

tion and guided the purchaser in successfully closing on the property.

Bonnie Berkow, Steven Wagner and Niki Khindri of Adam Leitman Bailey, P.C. represented the purchaser in this transaction. Jason Rogovich handled the closing.

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Adam Leitman Bailey, P.C. Facilitates Adoption of First Sale Capital Assessment for Mitchell-Lama Client

MITCHELL-LAMA AND CONDOMINIUM AND COOPERATIVE BOARD REPRESENTATION Rachel Sigmund McGinley



Adam Leitman Bailey, P.C. represents a number of Mitchell-Lama co-op developments throughout New York City. The Mitchell-Lama Program provides housing that is affordable to the middle class across New York State and is overseen by NYC's Department of Housing Preservation and Development (HPD). An ongoing obstacle that many Mitchell-Lama co-ops face is keeping maintenance charges affordable in a world of ever-increasing operating

costs. Oftentimes, developments are forced to assess their owners or significantly increase maintenance costs to obtain needed funds for maintenance and repairs.

To avoid having to assess its current owners, while at the same time generating significant capital for its Mitchell-Lama client, Adam Leitman Bailey, P.C. identified and recommended a First Sale Capital Assessment (FSCA) to the co-op's board of directors. The main benefit of the First Sale Capital Assessment is that current owners do not pay anything. Only new incoming shareholders pay the one-time assessment (or current shareholders only if they are moving into a larger apartment). The money generated through the FSCA can only be used for capital improvements and reserves.

In Mitchell-Lamas, when an apartment becomes available, it is given to the next person on the waiting list overseen by HPD. The purchase price, or "equity", is pre-determined and governed by HPD. Here, the proposed FSCA called for a 100% increase in the equity price for available apartments.

An example is as follows: If the books and records of the co-op show the Equity for the Shares allocated to X apartment to be \$10,000.00 on the date of

the First Sale of said Shares, then on the date of such First Sale (i.e., the first time after the FSCA is passed that the Shares are sold by the Seller owning the Shares to a Purchaser from the Cooperative's external or internal waiting list), the Purchaser shall pay to the Seller \$20,000.00 for the Shares, \$10,000.00 of which shall constitute Equity to be retained by the Seller, less such sums as are due the Cooperative (such as unpaid carrying charges and assessments and restoration charges), and \$10,000.00 of which shall be paid by the Seller to the Cooperative. Upon the subsequent sale of the Shares by the said Purchaser, the amount to be paid to the selling Purchaser for the Purchaser's Shares by the person purchasing the Shares shall be \$20,000.00, plus such other amounts as are shown on the co-op's books and records (such as increased mortgage amortization, and any other capital assessments or equity increases paid by the Purchaser), and less such sums as are due the co-op.

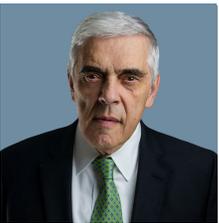
As apartments turn over, the co-op ultimately stands to earn over \$1 million in excess funds for much-needed capital improvements. Adam Leitman Bailey, P.C. prepared comprehensive explanation materials for shareholders so they could fully understand the FSCA before voting on the same. In addition, Adam Leitman Bailey, P.C. attended various meetings of the shareholders to explain the FSCA and answer shareholder questions, of which there were many. Finally, Adam Leitman Bailey, P.C. helped push the approval of the FSCA through HPD. This entire process took well over a year to achieve, and now the co-op is in a much better financial position without having to assess current shareholders.

Rachel Sigmund McGinley represented the client in this matter.

[Click Here to Continue](#)

Adam Leitman Bailey, P.C.'s Creativity and Open Communication with Landlord Helps Commercial Bakery Survive/Profit During COVID-19

COMMERCIAL LANDLORD AND TENANT AND COMMERCIAL LEASING SERVICES Adam Leitman Bailey | Thomas Furst



Our client is a very popular baker and seller of bread, bagels, and croissants. The bakery was founded in 1992 in Cape Cod, Massachusetts, just as a broader awareness and appreciation for quality artisan bread was blossoming on the East Coast. Its goal was to recreate the Old World traditions by using baking techniques and recipes that have barely changed in centuries; Not relying on preservatives or artificial ingredients, but on high quality, and the

belief that bread is best enjoyed in its most simple and authentic form. It has been recognized for its dedication and quality by numerous well-respected publications.

After we negotiated a lease in mid-2018 for a central Midtown location, the bakery got off to a very strong start. Unfortunately, a few months later COVID-19 began its virulent spread and the absence of Manhattan office workers and tourists devastated our client's sales.

Almost no one was visiting the store, or buying pastries and coffee. The landlord knew that the tenant-client could exercise its good-guy guaranty that the firm prepared when negotiating the lease. I knew that they had to stop paying rent with the consent of the landlord in exchange for staying open. I knew that an open means of communication between the landlords and tenants at this time would solve most problems, and in this case, it did. The landlord took a percentage of the profits, and the tenant only had to pay rent to that extent. The tenant had to produce quarterly financials. This kept the bakery in business by giving the landlord whatever the bakery could afford

to pay in rent.

The deal got better. As a result of the open communication and the honesty between both sides, over time, the landlord offered the tenant the corner storefront. The landlord also offered the tenant other locations, as well as it having the tenant be the exclusive baker for its nearby hotel. This was a COVID-19 love story between a property owner and a commercial tenant.

But two and a half years later my client, the tenant, desired a new lease on fair terms based on the brave new world that had changed Midtown—the workers had not come back to work like it was February of 2020. The landlord was shrewd and expected New York to come back in force and would not sign a long term lease with our client. Since our client could not predict the future, and despite my arguments that they should have guaranties in rent numbers, they agreed to a shorter term and a lease modification where we negotiated a lease modification whereby rents, instead of a fixed number, were adjusted for a certain time period to a percentage of sales. This strategy seems to be paying off, as our client's sales are encouraging and there is high likelihood that this location will succeed.

As a sign of our client's strong revival, we are in the process of negotiating two other leases in very prominent locations, both of them with rents at fixed dollar amounts rather than based on a percentage of sales.

Adam Leitman Bailey handled the negotiations of the terms and the communications during the dark times of Covid and Thomas Furst of Adam Leitman Bailey, P.C. drafted the modifications, leases, changes in terms and amendments.

[Click Here to Continue](#)

ADAM LEITMAN BAILEY, P.C.

NEW YORK REAL ESTATE ATTORNEYS

FALL 2022

Adam Leitman Bailey P.C. Wins DHCR Proceeding Permitting Landlord to Decommission Rent Stabilized Tenant's Fireplace

DIVISION OF HOUSING AND COMMUNITY RENEWAL AND LANDLORD REPRESENTATION Vladimir Mironenko



Representing a Manhattan landlord at the Division of Housing and Community Renewal (DHCR), Adam Leitman Bailey, P.C. obtained an order allowing the landlord to permanently decommission a residential rent-stabilized tenant's fireplace in connection with the landlord's construction of additional floors in the building. As a result of the landlord's construction and the addition of several stories to the existing building, the residential tenants' existing fireplaces became inoperable due to the inability to vent and extend the flues. Before Adam Leitman Bailey, P.C.'s retention, one tenant filed a DHCR reduction of services application concerning the fireplace, which DHCR granted and directed the landlord to restore the fireplace.

When the landlord did not restore the fireplace, the tenant commenced a DHCR non-compliance proceeding claiming that the landlord defaulted in restoring the fireplace service. Before retaining our firm, the landlord applied to DHCR to modify services to decommission the fireplace,

but DHCR denied the application after the landlord inadvertently failed to respond to DHCR's several requests for information. Once retained, we worked with the landlord to file a new application to discontinue the service and included a report from a New York State licensed architect demonstrating that the fireplace cannot be properly vented and operated in accordance with applicable laws. DHCR agreed to the tenant's objections and granted the application to decommission the fireplace with a nominal monthly rent reduction in exchange for the termination of the service.

Adam Leitman Bailey, P.C. then wrote to DHCR in the non-compliance proceeding and requested that DHCR close the non-compliance proceeding because the decommissioning order eliminated the landlord's obligation to restore the fireplace. DHCR agreed and closed the proceeding. Finally, Adam Leitman Bailey, P.C. worked with the landlord to immediately file a rent restoration application concerning the initial reduction of services and rent reduction order. The application is pending.

Vladimir Mironenko represented the landlord at DHCR.

[Click Here to Continue](#)

Adam Leitman Bailey, P.C. Expeditiously Evicts Tenant in a Nonpayment Proceeding Seeking Arrears not Covered by ERAP

LANDLORD REPRESENTATION Jennifer Milosavljevic | Carolyn Rualo



According to the Office of Temporary and Disability Assistance, a landlord who accepts funds from New York State's Emergency Rental Assistance Program (ERAP) is prohibited from evicting a tenant for not paying rent during the period covered or for an expired lease during the 12 months following the receipt of such payment. While many tenants consider ERAP a protective shield for nonpayment of rent during the COVID-19 pandemic, its protections are

limited. Arrears that remain after the application of ERAP funds, whether for rent owed prior to the COVID-19 pandemic or not covered by the ERAP payment, remain the tenant's responsibility and potentially subject the tenant to eviction in a summary non-payment proceeding. In this case, the tenant is still owed an exorbitant amount of money following ERAP's assistance payment to the landlord. In fact, subsequent to the ERAP payment, the tenant of record failed to make even a single rent payment for nearly an entire year, causing



the arrears to balloon. The tenant also abandoned the premises and left an unauthorized occupant in possession. Said occupant created a nuisance and deprived other remaining residents of the subject building of their ability to peacefully reside therein. Within six months of filing the nonpayment petition on behalf of the landlord, Adam Leitman Bailey, P.C. was able to successfully defeat two orders to show cause brought by the occupant to stay the execution of the warrant of eviction. Adam Leitman

Bailey, P.C. ultimately evicted all occupants from the unit, returning legal possession to its client.

Jennifer Milosavljevic and Carolyn Rualo represented the prevailing landlord in this proceeding for Adam Leitman Bailey, P.C.

[Click Here to Continue](#)

Now Could be a Good Time to Refinance

TRANSACTIONAL DEPARTMENT Rosemary Liuzzo Mohamed



Since the beginning of the COVID-19 pandemic, Adam Leitman Bailey, P.C.'s banking department has been busy serving both our lender and borrower clients with refinancing and purchase closings consisting of rates downward of 3%. This drop in mortgage rates was a tremendous help to both homeowners who needed to lower their interest rates and purchaser's trying to secure a home in such a difficult time.

However, two years later, rates have started to rise back up. Borrowers, who did not take advantage of the low rates in the last two years have recently begun to ask if now would be a good time to refinance. There are several factors that come into play when answering this question. First, although the interest rates have increased, they still may be lower than the rate on your current mortgage and you may still be able to take advantage of these low rates with a refinance. A refinance now may still save you money!

Additionally, a borrower may want to refinance now if he or she has debt to consolidate or may need a cash-out to refinance to make home improvements. The rates are still at historic lows and a refinance can help to accomplish these goals. Further, a borrower could also refinance now to shorten the term of their current loan, this will allow the borrower to pay off their mortgage quicker and overtime pays less interest. A borrower may also want to take this opportunity to refinance to convert their current adjustable rate to a fixed rate to give the borrower more peace of mind. Lastly, a borrower may currently be paying private mortgage insurance AKA PMI and has now reached his or her goal of 20% equity in their home. This borrower may want to seek a refinance to eliminate paying this PMI.

Overall, there are many financial factors to consider when deciding whether or not now is a good time to refinance. This should be discussed in detail with your mortgage loan officer. The banking department at Adam Leitman Bailey, P.C. is always here to help as well.

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ADAM LEITMAN BAILEY, P.C.

NEW YORK REAL ESTATE ATTORNEYS

FALL 2022

Adam Leitman Bailey Appeared On CNN To Discuss The Real Estate Fraud Lawsuit Filed By The Attorney General Against Former President, Donald Trump

BROADCASTS Adam Leitman Bailey



Adam Leitman Bailey appeared on CNN to discuss the 222 page real estate fraud lawsuit filed by Attorney General, Letitia James, against the former President. Despite beating Donald Trump in a lawsuit filed in 2011, he believes that the Attorney General will have a very difficult time prevailing and explains why.

Click the image to watch the full video.

Our Number 1 Social Media Post This Month:



"You may be thinking why CNN sends a bald guy to do hair and makeup. It is true that there is not much they can do with my hair, and I may be the shortest appointment of the day. They do put makeup on me to make my eyes pop. When I am not wearing glasses, my blues really do shine as a result. Look at the second picture. And Fox News uses an airbrush for the make-up. That works even better. Now if they can only do something for my hair and my big nose..."

Here is how to connect with Adam Leitman Bailey on Social Media:

Instagram: @alb_pc and @adamleitmanbaileyesq

Facebook: Adam Leitman Bailey, P.C. and Adam Leitman Bailey

Twitter: ALB_pc and ALeitmanBailey

LinkedIn: Adam Leitman Bailey, P.C. and Adam Leitman Bailey

ADAM LEITMAN BAILEY, P.C.

NEW YORK REAL ESTATE ATTORNEYS

FALL 2022

Our co-op board is preventing shareholders from amending the bylaws. What's our recourse?

CONDOMINIUM AND COOPERATIVE REPRESENTATION Bonnie Berkow | Steven Wagner

BRICK UNDERGROUND

Real Estate. Real Life. Real New York.



A move by shareholders to amend the bylaws of our co-op is being blocked by the board. We have enough signatures to call a special meeting to vote on amendments but the board president is refusing to call the meeting and has instead set up a separate committee to look at the bylaws and says it must be composed of shareholders with experience amending bylaws. What's our recourse?

"Shareholders have a right to call a special meeting for any reason, including to amend the bylaws," says Bonnie Reid Berkow, a real estate attorney at Adam Leitman Bailey, P.C. who has decades of experience representing co-ops and condos in New York City.

The bylaws will outline how many signatures are required to call a special meeting—typically, it is 25 percent. Once your petition has met or exceeded this percentage of signatures, the board must send out a notice informing shareholders of the date and time of the special meeting.

"Creating the Real Estate Law Firm Super Team with Adam Leitman Bailey" on The CRE SharkEye Show

PODCAST Adam Leitman Bailey



On Yishai Breslauer's The CRE SharkEye Show/Podcast, Adam Leitman Bailey discusses how he created Adam Leitman Bailey, P.C., a New York Real Estate Law Firm Super Team. Adam Leitman Bailey explains how he sought out the best attorneys in the land to make Adam Leitman Bailey, P.C. one of New York's most prominent real estate law firms.



"The bylaws should also spell out who can call the special meeting, as well as the notice requirements, and the special meeting must be held in accordance with those procedures," Berkow says.

If the board is blocking these efforts and refusing to call a special meeting in accordance with the bylaws, and there are no legal grounds for denial, the board would be in violation of the bylaws and the law. "The shareholders can begin

legal action under the Business Corporation Law to compel a special meeting," Berkow says.

This will involve applying to the court asking for the court to order the board to call the special meeting. You will need to retain an attorney to prepare and file the papers with the court but you may be able to recoup your legal fees from the co-op depending on the circumstances.

[Click Here to Continue](#)

The Right Way for a Co-op Board to Deal With a Hoarder

CONDOMINIUM AND COOPERATIVE REPRESENTATION Bonnie Berkow

HABITAT

What should a co-op board do — and not do — when it's made aware of a hoarder living in the building? Follow these steps:

Give notice. "A first step in resolving the problem is to contact the shareholder and send a notice pointing out there have been complaints of odors and infestations and demanding they take immediate steps to correct the problem," Bonnie Reid Berkow, a real estate attorney at the firm Adam Leitman Bailey, tells Brick Underground.

Gain access. A co-op board has the right to gain access to the apartment. Your board should have the super gain access to look at the condition of the apartment and consider the best way to eliminate bad odors and pests. The bylaws will outline the notice you need to give for access. Usually reasonable notice is 24 or 48 hours.

"If the shareholder lets the super into the apartment, you can begin to evaluate the scale of the problem," Berkow says.

More often than not, letters to the shareholder and notices will be ignored, in which case you may have to compel access by seeking a court order.

Involve a third party. In some cases a board can seek the help of a family member or relative who can persuade the shareholder that they need to clear the junk from the apartment and give it a thorough cleaning.

"There are service providers dedicated to clearing the junk from the apartments of hoarders," Berkow says. The shareholder may also be willing to move items to storage.

In the absence of a relative, you can reach out for help to Adult Protective Services, an agency within New York City's Department of Social Services. "They will attempt to reach out to the individual needing help and seek to engage the appropriate steps to resolve the problem," Berkow says.

[Click Here to Continue](#)

ADAM LEITMAN BAILEY, P.C.

NEW YORK REAL ESTATE ATTORNEYS

FALL 2022

Awards

Crain's Names Adam Leitman Bailey, P.C. One Of The Top 5 Best Law Firms To Work For In NYC



CRAIN'S 2022
best places to work in NYC



Adam Leitman Bailey, P.C. has been named one of Crain's 2022 Top 100 Best Places to Work in New York City. Out of all the law firms in New York City, Adam Leitman Bailey, P.C. placed in the top 5.

The Crain's program awards various industries throughout New York's five boroughs, home to over 220,000 businesses. The rankings aim to identify and recognize the city's best employers, and this year was based on more than 23,000 employee surveys as well as an assessment of employer policies, practices, and demographics. An outside independent research company, Best Companies Group, conducts the research and compiles the results, which are then published by Crain's New York Business.

Adam Leitman Bailey Ranked in 'Best Lawyers in America 2023' for Ninth Year in a Row

Adam Leitman Bailey has been named to Best Lawyers in America list for the ninth year in a row. Inclusion in Best Lawyers is based on a rigorous peer-review survey. This year's results were determined using more than 12.2 million confidential evaluations by top attorneys. It is exclusively these attorneys who selected this year's honorees, which makes recognition in Best Lawyers a true reflection of talent in the industry.



Vault Names Adam Leitman Bailey, P.C. Top 150 Law Firms to Work For Under 150 Attorneys for 2022



Adam Leitman Bailey, P.C. Joins Vault's Top 150 Under 150 List as One of the Best Midsize Law Firm to Work For. Vault has also released its new Top 150 Under 150 list—Vault's collection of the leading small and mid-sized firms in the U.S. with 150 or fewer attorneys. Vault, an Infobase Company, is the most comprehensive and trusted resource for law students and laterals to research law firms. Vault's law firm rankings and profiles deliver the insider perspective and essential information candidates need to make successful career decisions.

Adam Leitman Bailey, P.C. Ranked as New York's Best and Brightest Company to Work For 2022



Adam Leitman Bailey, P.C. is excited to share that we have been selected as one of New York's Best and Brightest Company's to Work For! The categories applicants were scored on include: Compensation, Benefits and Employee Solutions; Employee Enrichment, Engagement and Retention; Employee Education and Development; Recruitment, Selection and Orientation; Employee Achievement and Recognition; Communication and Shared Vision; Diversity and Inclusion; Work-Life Balance; Community Initiatives; and Strategic Company Performance.

ADAM LEITMAN BAILEY, P.C.

NEW YORK REAL ESTATE ATTORNEYS

FALL 2022

Adam Leitman Bailey, P.C. Attorneys Named as 2022 Super Lawyers and Rising Stars



Super Lawyers is awarded to lawyers who have achieved a high-degree of peer accreditation and professional success. Super Lawyers' selection process includes independent research, peer nominations and peer evaluations. Through independent research across over 70 practice areas as well as peer nominations and evaluations, each chosen attorney is critically selected to be awarded.

Adam Leitman Bailey, P.C.'s successes have led to the highest honors and awards from the bar and ranking organizations. Adam Leitman Bailey, P.C. is the only real estate litigation law firm with under 30 attorneys that has received an AV® Martindale-Hubbell rating, Super Lawyers honors with a Top 100 recognition, Best Lawyers awards for the firm and attorneys, selected among America's Top 100 Bet-The-Company Litigators, and selection into the Registry of Preeminent Lawyers as well as the American College of Real Estate Lawyers.

2022 Super Lawyers and Rising Star Award winners include John Desiderio, Colin Kaufman, Jeffrey Metz, Dov Treiman, Jackie Halpern Weinstein, Rosemary Liuzzo Mohamed, Carolyn Rualo, Vladimir Mironenko, Rachel Sigmund McGinley, Steven Wagner, Courtney Lerias, Danny Ramrattan, Michael Leon, Jamie Schare Rager and Andrew Jorges.



ADAM LEITMAN BAILEY, P.C.

NEW YORK REAL ESTATE ATTORNEYS

FALL 2022

Eliana Batista Receives the 26th Raymond "Hap" Harrison Scholarship Award

BUILDING FOUNDATIONS AND DREAMS



Eliana Batista

26th Raymond "Hap" Harrison Scholarship Recipient

Please congratulate our very own intern, Eliana Batista, on being awarded the 26th Raymond "Hap" Harrison Scholarship! Adam Leitman Bailey awarded the first Raymond "Hap" Harrison Scholarship in 2008 in honor of his high-school cross-country and track coach, Raymond "Hap" Harrison. The scholarship is awarded annually to high school graduates attending college. To receive this accolade, a recipient must possess many of the ideals and traits Raymond Harrison instilled in Mr. Bailey, including deep-seated values of success and the desire to make the world a better place through helping others. Additionally, the recipient must also demonstrate financial need and strong academic achievement.

The Raymond "Hap" Harrison Scholarship is funded through the Building Foundations charity, founded by Adam Leitman Bailey in 2002. The charity's mission is to assist students of all ages in pursuing their professional and personal dreams by providing financing, scholarships, education, internships, real-life experience and any other tools necessary to reach these dreams.

Today, a number of scholarships are given out each year to his alma mater as well as to students at underserved New York City high schools. To date, 25 scholarships awarded totaling millions of dollars have been self-funded by Adam Leitman Bailey. In the Fall, Eliana will be attending Borough of Manhattan Community College while continuing to intern at Adam Leitman Bailey, P.C. She aspires to be a second grade teacher.

Good luck on your academic adventures, Eliana! We know you will make the ALB P.C. team proud. [Click the image to watch Eliana's Testimonial](#)

[To Learn more about Building Foundations and Dreams Click Here](#)

Jeffrey Metz, Partner at Adam Leitman Bailey, P.C., discusses how the firm navigated the COVID-19 pandemic.

ATTORNEY TESTIMONIAL



Jeffrey Metz, Chief of Adam Leitman Bailey, P.C.'s Appellate Bureau and partner, has participated in several of the most important New York real estate decisions in the past thirty-five years. Mr. Metz has prepared and argued in excess of three hundred appeals, approximately two hundred and seventy-five of which have been officially reported. Besides having appeared before the New York State Court of Appeals, the Appellate Division, First, Second and Third Departments, various Appellate Terms and the United States Court of Appeals for the Second Circuit, State Supreme, Civil and Housing Courts, Mr. Metz's practice includes preparation and prosecution of Article 78 proceedings relative to decisions of the Rent Regulatory Agencies and various Supreme Court declaratory judgment actions relating to landlord/tenant and/or real estate disputes in both residential and commercial contexts.

"My name is Jeffrey Metz and I'm a partner at Adam Leitman Bailey, P.C. and I've been a partner here since January of 2009.

February, uh, when it's you know people started getting the idea that something really serious was happening and I'd say by the beginning of March everything was shut down and people were all in their houses, you know, just hoping that the world wasn't gonna end. I mean it seemed so dire, you know, the way that they had it.

Life went on and certainly, the legal world went on so we all had to sort of really pivot quickly towards working from home and making court appearances. Actually, at the beginning you had to seek permission to actually make a court appearance because it was, you know, everything was done on such an emergency basis and, you know, an enormous amount of money was being lost by things being closed down and being unable to process cases and go to court and things of that nature. Really what made this place, or made what Adam did or, at least, in my mind really special is that while many law firms just wholesale laid off attorneys or furloughed their pay or cut their pay, um, I know here not one person got fired, and nobody lost a paycheck, not a penny, ever, through all of COVID, which I thought was really, um, really, an upstanding job on his part. I had some friends who were, first they were on three-quarter pay, then half pay for a while and there was just, you know, some of our competitors who will remain nameless, uh, they just let attorneys go because they didn't think that there was sufficient work for them and they didn't treat them like a family, which is sort of more that kind of atmosphere here. Adam was tolerant of the different changes in circumstances here. You know, I remember I had to come in one time to get a laptop so I could hook up to the cloud from from here and, you know, I walked in here and the place was absolutely deserted but he was there, actually. Going down with the ship, I guess, but he he never left. And we made it through and I think we did a great job of it actually. I've been here, um, since January of 2009 so 14 years I guess I'm coming up. There's always been a nice kind of camaraderie here among the staff. Everybody's very, at least to me, they've been very helpful, and the attorneys are very collegiate and we've always had a good scholarship here. I really think that the product we put out is really top-notch and it's exciting. I mean the kind of cases we're involved in is very exciting, at least for me. We go up against some very fancy law firms and we certainly hold our own very well."

[Click the image to watch the full testimonial.](#)

ADAM LEITMAN BAILEY, P.C.

NEW YORK REAL ESTATE ATTORNEYS

FALL 2022

What Our Clients Are Saying About Us



"Adam is a good strategist. That is his superpower" – Michelle, Condo Board President



"Adam is tenacious, aggressive, honest and goes straight to the point – that's why he is so successful" – George



"After I hired Adam, I actually felt safe and protected. He was going to be the best person to look after my best interests" – Anna

"Adam Leitman Bailey really knows his stuff. Truly an expert in CRE law."

LETTERS OF REFERENCE

"Adam Leitman Bailey really knows his stuff. Truly an expert in CRE law. I still remember working on a case with him nearly 20 years ago. Very impressive. Thanks for having him on your show"

– Former Senior VP of NY Operations at Kushner Companies

"Adam Leitman Bailey helped us put an end to an incredibly toxic situation despite the odds being against us. I am forever grateful to him"

LETTERS OF REFERENCE

"My husband and I renovated a small cottage property in our area, doing much of the work ourselves. We had a nightmare tenant move in who would be any landlord's complete and total nightmare: She was perfectly kind at first and had a young daughter and elderly mother. However, once she got the keys her rent checks bounced, she lied relentlessly (and badly), gaslighted us, unreachable even going so far as changing her cell number, it was clear she was a hoarder, living amongst garbage and months worth of pet waste in the home (pets were not allowed according to our lease). Rather than discarding her cat's litter, for example, she simply threw it onto the house's back patio and backyard. She broke the toilet in the first months of living there, but never told us and also didn't stop using the toilet. She didn't take care of the yard at all or the exterior of the house at all. It was a heartbreaking, haunting and awful situation for us, compounded by the fact she (not us) was protected by the law under the COVID moratorium. We went around the many firms locally and in the city, begging for them to help get this person out of our house. We had proof of lying, no rent being paid; the house was obviously in horrible shape. Everyone just shrugged and told us nothing could be done. Then I reached out to Adam Leitman Bailey. He listened to us, put together a great team and a plan. He told us that the case was not impossible – that gave us hope. It was the first time someone had told us that this person who had essentially stolen our home and was ruining it could be held accountable and forced to leave. Adam and his team were always available and responsive. When our court day came close, he was very clear about the process and the possible outcomes. Ultimately, a judge reviewed Adam Leitman Bailey's thorough brief and concluded that our tenant had no protections from ERAP, nor the moratorium and issued an eviction order. This was a huge win for us and ended a year of psychodrama that we'll never forget and learned some very hard lessons from. Adam Leitman Bailey helped us to put an end to an incredibly toxic situation despite the odds being against us. I am forever grateful to him and his team and his firm."

"It was clear from every interaction, that you care about people, you love your job, and you have a spirit of excellence to execute efficiently."

LETTERS OF REFERENCE

"Thanks again for all your help. I truly appreciate all the work, effort, professionalism, and compassion that you demonstrate during a most stressful time. You went above and beyond to assist me in identifying the problem and connecting me with social service to find out about the lien and what could be done. You are nominated by me as employee of the year. You represent your law firm well, and the next time I am going to refinance I will request your company for the closing operation. It was clear from every interaction that you care about people, you love your job, and you have a spirit of excellence to execute efficiently. You were one of the people who encouraged me to get to the solution of what seemed impossible. Always remember that you were part of a bureaucratic miracle."

"Everyone says they don't want to go up against you guys."

"In court this morning, a tenant told me that he was having an extraordinarily hard time finding new counsel. I said "why's that?" He said "because everyone says they don't want to go up against you guys [Adam Leitman Bailey, P.C.]"

[For All Client Testimonials Click Here](#)