

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

-----X  
HENRY F. CAMUSO,

Index No.

19269/13

Plaintiff,

SUMMONS

-against-

HIGHCAP GROUP, ARTHUR GALLINARO,  
MADELINE CAMUSO and  
REGENT ASSOCIATES, a New York Partnership,

Defendants.

-----X

TO THE ABOVE NAMED DEFENDANTS:

**YOU ARE HEREBY SUMMONED** to appear and answer the complaint in this action and to serve a copy of your answer on the plaintiff's attorney within TWENTY days after service of this summons, exclusive of the day of service (or if this summons is not personally delivered to you within the State of New York, within THIRTY days after service is complete), and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein.

Dated: New York, New York  
October 18, 2013

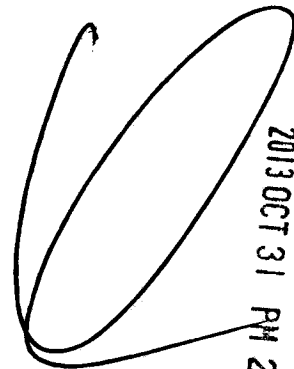
Defendants' addresses:

HighCap Group  
57 West 38<sup>th</sup> Street, Suite 605  
New York, New York 10018

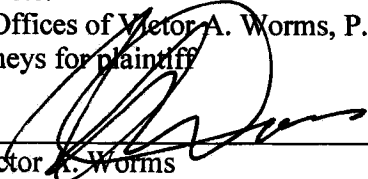
Arthur Gallinaro  
16762 12<sup>th</sup>, Pembroke Pines, FL33027

Madeline Camuso  
187 Bedell Avenue  
Staten Island, New York 10307

Regent Associates  
1309 79<sup>th</sup> Street  
Brooklyn, NY 11228

  
2013 OCT 31 PM 2:22  
KINGS COUNTY CLERK  
FILED

Yours etc.  
Law Offices of Victor A. Worms, P.C.  
Attorneys for plaintiff

By:   
Victor A. Worms  
65 Broadway, Suite 750  
New York, New York 10006  
(212) 374-9590

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

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HENRY F. CAMUSO,

Plaintiff,

-against-

HIGHCAP GROUP, ARTHUR GALLINARO,  
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Defendants.  
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Index No.

VERIFIED COMPLAINT

Plaintiff, Henry Camuso, by his attorneys Law Offices of Victor A. Worms, for his complaint against the defendants states and alleges the following:

1. Plaintiff Henry Camuso, a resident of the State of New York with an address of 1309 79<sup>th</sup> Street, Brooklyn, New York 11228.
2. Defendant HighCap Group, is upon information, a New York corporation, with an address for the transaction of business located 57 West 38<sup>th</sup> Street, Suite 605, New York, New York 10018.
3. Defendant Arthur Gallinaro is, upon information and belief, is a resident of the State of Florida, with an address of 16762 12<sup>th</sup>, Pembroke Pines, FL33027.
4. Defendant Madeline Camuso, is upon information and belief, a resident of the State of New York, County of Richmond, with an address of 187 Bedell Avenue, Staten Island, New York 10307.
5. Jurisdiction and venue are proper in this court based upon residency of the plaintiff and the fact all material events giving rise to this action occurred in the County of Kings.

## NATURE OF ACTION

6. This is an action for a declaratory judgment to declare a certain contract of sale for real property between the defendants null and void because it was not executed by the plaintiff as required by the partnership agreement of defendant Regent Associates.

7. Upon information and belief, on or about March 4, 2013, defendant Highcap Group, as buyer, and defendant Regent Associates, as the purported seller, entered into a contract for the sale of certain real properties designated as 90 East 18<sup>th</sup> Street, Brooklyn, New York, Lot 0091 Block 05097, 600 East 22<sup>nd</sup> Street, Brooklyn, New York, Lot 0063, Block 05221, 25 East 21<sup>st</sup> Street, Brooklyn, New York, Block 05063, Lot 0021, 369 East 21<sup>st</sup> Street, Brooklyn, New York, Lot 0079, Block 05125, 2322 Bedford Avenue, Brooklyn, New York, Block 05126, Lot 0054, 2102 Regent Place, Brooklyn, Block 05125, Lot 0045, 2108 Regent Place, Brooklyn, New York, Block 05125, Lot 0047, 2112 Regent Place, Brooklyn, New York, Block 05125, Lot 0048, 2116 Regent Place, Brooklyn, New York, Block 05125, Lot 0049 as more fully designated and described as follows:

Block 05097 Lot 0091:

**ALL** that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

**BEGINNING** at a point on the Westerly side of East 18<sup>th</sup> Street, distant 78.38 feet southerly from the corner formed by the intersection of the Westerly side of East 18<sup>th</sup> Street with the Southerly side of Church Avenue;

**THENCE** Southerly along the Westerly side of East 18<sup>th</sup> Street, 79.85 feet to a point, distant 650 feet Northerly from the Northerly side of Albemarle Road;

**THENCE** Westerly at right angles to East 18<sup>th</sup> Street, 89.96 feet to the Easterly side of land of Brooklyn, Flatbush and Coney Island Railroad Company;

**THENCE** Northerly along the Easterly side of said land of Brooklyn, Flatbush and Coney Island Railroad Company, 85.78 feet to a point where a line drawn at right angles with the Westerly side of East 18<sup>th</sup> Street would intersect the point or place of **BEGINNING**.

**THENCE** easterly at right angles to East 18<sup>th</sup> Street, 58.63 feet to the point or place of **BEGINNING**.

Said premises is known as: 90 East 18th Street, Brooklyn, NY

Block 05221 Lot 0063:

**ALL** that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

**BEGINNING** at a point on the westerly side of East 22<sup>nd</sup> Street, distant 94 feet 10 <sup>3</sup>/<sub>4</sub> inches northerly from the corner formed by the intersection of the westerly side of East 22<sup>nd</sup> Street with the northerly side of Foster Avenue;

**RUNNING THENCE** westerly at right angles to East 22<sup>nd</sup> Street, 59 feet 8-3/4 inches;

**THENCE** southwesterly, parallel with Foster Avenue, 44 feet 1 inch to a line drawn parallel with East 22<sup>nd</sup> Street and distant 100 feet westerly therefrom;

**THENCE** northerly, parallel with East 22<sup>nd</sup> Street, 47 feet 11-1/2 inches;

**THENCE** easterly at right angles to East 22<sup>nd</sup> Street, 100 feet to the westerly side of East 22<sup>nd</sup> Street;

**THENCE** southerly along the westerly side of East 22<sup>nd</sup> Street, 30 feet to the point or place of **BEGINNING**.

Said premises is known as: 600 East 22<sup>nd</sup> Street, Brooklyn, NY

Block 05063, Lot 0021:

**ALL** that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

**BEGINNING** at a point on the easterly side of Kenmore Place (East 21<sup>st</sup> Street), distant 170 feet 6 <sup>1</sup>/<sub>2</sub> inches southerly from the corner formed by the intersection of the easterly side of Kenmore Place with the southerly side of Woodruff Avenue (Clarkson Avenue);

**RUNNING THENCE** Easterly at right angles to Kenmore Place, 110 feet;

**THENCE** Southerly parallel with Kenmore Place, 45 feet;

**THENCE** Westerly at right angles to Kenmore Place, 110 feet to the easterly side of Kenmore Place;

**THENCE** northerly along the easterly side of Kenmore Place, 45 feet to the point or place of **BEGINNING**.

Said premises is known as: 25 East 21st Street, Brooklyn, NY

Block 05125, Lot 0079:

**ALL** that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, more particularly designated on the tax map of the City of New York for the Borough of Brooklyn as Sections 5, 15, 16, 21 and 22 Block 5125 Lot 79 as said tax map was on the 27<sup>th</sup> day of May, 1981.

Said premises is known as: 369 East 21st Street, Brooklyn, NY

Block 05126, Lot 0054:

**ALL** that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

**BEGINNING** on the westerly side of Bedford Avenue, distant 129 feet northerly from the corner formed by the intersection of the westerly side of Bedford Avenue with the northerly side of Tilden Avenue;

**RUNNING THENCE** westerly parallel with Tilden Avenue and part of the distance through a party wall, 101 feet;

**THENCE** northerly parallel with Bedford Avenue, 26 feet;

**THENCE** easterly parallel with Tilden Avenue and part of the distance through a party wall, 101 feet to the westerly side of Bedford Avenue

**THENCE** southerly along the westerly side of Bedford Avenue, 26 feet to the point or place of **BEGINNING**.

Said premises is known as: 2322 Bedford Avenue, Brooklyn, NY

Block 05125, Lot 0045:

**ALL** that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

**BEGINNING** at the corner formed by the intersection of the southerly side of Regent Place, with the Easterly side of East 21<sup>st</sup> Street;

**RUNNING THENCE** Southerly along the Easterly side of East 21<sup>st</sup> Street, 100 feet;

**THENCE** Easterly parallel with Regent Place 27 feet 5/8 of an inch;

**THENCE** Northerly parallel with East 21<sup>st</sup> Street and part of distance through a party wall, 100 feet to the Southerly side of Regent Place;

**THENCE** Westerly along the Southerly side of Regent Place, 27 feet 5/8 to an inch, the point or place of **BEGINNING**.

Said premises is known as: 2102 Regent Place, Brooklyn, NY

Block 05125, Lot 0047:

**ALL** that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

**BEGINNING** at a point on the southerly side of Regent Place, distant 54 feet 1-1/4 inches easterly from the southeasterly corner of Regent Place and East 21<sup>st</sup> Street;

**RUNNING THENCE** Southerly parallel with East 21<sup>st</sup> Street, part of the distant through a party wall, 100 feet;

**THENCE** easterly parallel with Regent Place, 27 feet 5/8 of an inch;

**THENCE** northerly parallel with East 21<sup>st</sup> Street, part of the distance through a part wall, 100 feet to the southerly side of Regent Place;

**THENCE** westerly along the southerly side of Regent Place, 27 feet of an inch to the point or place of **BEGINNING**.

Said premises is known as: 2108 Regent Place, Brooklyn, NY

Block 05125, Lot 0048:

**ALL** that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, more particularly designated on the tax map of the City of New

York for the Borough of Brooklyn as Sections 5, 15, 16, 21 and 22 Block 5125 Lot 48 as said tax map was on the 27<sup>th</sup> day of May, 1981.

Said premises is known as: 2112 Regent Place, Brooklyn, NY

Block 05125, Lot 0049:

**ALL** that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, more particularly designated on the tax map of the City of New York for the Borough of Brooklyn as Sections 5, 15, 16, 21 and 22 Block 5125 Lot 49 as said tax map was on the 27<sup>th</sup> day of May, 1981.

Said premises is known as: 2116 Regent Place, Brooklyn, NY

8. The Properties all owned by defendant Regent Associates and plaintiff Camuso and defendant Gallinaro are the only two remaining partners of defendant Regent Associates.

9. Under Regent Associates Agreement of Limited Partnership, dated January 28, 1988 (hereafter "Partnership Agreement"), only plaintiff Camuso and defendant Gallinaro, as the General Partners of Regent Associates, acting jointly, can authorize the sale of the Properties or can enter into any legal contract for the sale of the Properties.

10. In particular, Section 6.1 of the Partnership Agreement provides in relevant part as follows:

Except as provided in Section 6.3 hereof, the Partnership shall be managed and the conduct of its business shall be controlled solely by the General Partners in accordance with the provisions of this Agreement and the provisions of the Partnership Law of the State of New York.

11. Defendant Madeline Camuso, is not and never was, a partner of Regent Associates and has no legal authority to enter into any contract for the sale of the Properties or to otherwise legally authorize the sale of the Properties.

12. Plaintiff Camuso and defendant Madeline Camuso, were married but are presently divorced and as part of that divorce action executed a Marital Stipulation of Divorce.

13. Article IX(5)(A) of the Marital Stipulation to the Divorce Judgment provides in relevant part as follows:

**Regent Associates:**

The defendant's [Henry Camuso] interest in the aforesaid properties owned by Regent Associates shall be equally divided between the parties. Accordingly, the ownership shall be as follows: Arthur Gallinaro 50% interest, Henry Camuso 25% interest, and Madeline Camuso shall have 25% interest. . . .

14. There is nothing in Article IX (5)(A) of the Marital Stipulation of Divorce Judgment or anywhere in the stipulation which indicated that there had been an amendment to the Partnership Agreement making defendant Madeline Camuso a partner of Regent Associates, with the status of a general partner, to affect and direct the management of the partnership.

15. By contrast Section 6.3(a) of the Partnership Agreement places express restrictions on the admission of new partners to Regent Associates by providing the following:

Notwithstanding the preceding provisions of this Article VI or anything elsewhere contained in this Agreement, without in each instance receiving the prior written consent of the Limited Partners, the General Partners shall not have any authority to, and the General Partners covenant to and agree with the Limited Partners that they shall not:

(a) admit any additional Partners, except as provided in Section 10.2 and 10.3 hereof; . . . .



16. In this respect, Section 10.2 of the Partnership Agreement provides for the transfer, sale or assignment of a Limited Partner's interest in the Partnership to such partner's immediate family member and Section 10.3 of the Partnership Agreement provides, subject to the approval of the General Partners, for the circumstances under which a Limited Partner's interest in the Partnership can be transferred or assigned to a person who is not an immediate family member of a Limited Partner.

17. Therefore, any transfer, sale or assignment of partnership interest, in contravention of Section 10.2 and Section 10.3 of the Partnership Agreement, is void and unenforceable.

18. Accordingly, since defendant Madeline Camuso is not, and never has been, a partner of Regent Associates, any contract of sale for the Properties which is entered into on her authority is voidable and will provide no legal basis for the sale of the Properties and the transfer of good legal title to the Properties.

19. Nonetheless, upon information and belief, defendant Arthur Gallinaro and Madeline Camuso, on behalf of defendant Regent Associates, have entered into a contract with defendant Highcap Group to sell the Properties to defendant Highcap Group.

20. The contract of sale which was entered into between defendants Arthur Gallinaro and Madeline Camuso, on behalf of defendant Regent Associates and Highcap Group to sell the Properties is legally invalid and should be declared by the court null and for the sale of the Properties.

AS FOR A FIRST CAUSE OF ACTION

21. Plaintiff repeats and realleges all of his allegations of paragraphs 1 through 20 as if fully stated herein.

22. Only plaintiff Camuso and defendant Arthur Gallinaro are legally authorized under the Partnership Agreement to sell the Properties owned by defendant Regent Associates.

23. Defendant Madeline Camuso is not a partner of defendant Regent Associates and has no authority to enter into any contract, on behalf of Regent Associates, to sell the Properties which are owned by Regent Associates.

24. Upon information and belief, defendant Arthur Gallinaro and defendant Madeline Camuso, on behalf of Regent Associates, have entered into a contract to sell the Properties to defendant HighCap Group.

25. The contract between defendants Regent Associates and HightCap Group for the sale of the Property is legally invalid and unenforceable.

26. As such, plaintiff Camuso demands a declaratory judgment declaring any contract between defendants Regent Associates and HightCap Group for the sale of the Properties is null and void and unenforceable and can provide no legal basis for the transfer of good titles for the Properties from defendant Regent Associates to defendant HighCap Group.

#### AS FOR A SECOND CAUSE OF ACTION

27. Plaintiff repeats and realleges all of his allegations of paragraphs 1 through 26 as if fully stated herein.

28. Defendant Madeline Camuso is not, and never has been, a partner of Regent Associates and has no legal authority to enter into any contract on behalf of Regent Associates for the sale of the Properties or to otherwise transaction any business on behalf of Regent Associates.

29. As such, plaintiff Camuso requests a permanently injunction against defendant Madeline Camuso enjoining her from enter in any contracts on behalf of Regent Associates or to otherwise act in the name of Regent Associates or to transaction any business on behalf of Regent Associates.

WHEREFORE, plaintiff demands judgment on his First Cause of Action for a declaratory judgment declaring any contract between defendants Regent Associates and HighCap Group for the sale of the Properties is null and void and unenforceable and can provide no legal basis for the transfer of good titles for the Properties from defendant Regent Associates to defendant HighCap Group and on his Second Cause of Action for a permanent injunction against defendant Madeline Camuso enjoining her from enter in any contracts on behalf of Regent Associates or to otherwise act in the name of Regent Associates or to transaction any business on behalf of Regent Associates and for such other and further relief as to the court seems just and proper.

Dated: New York, New York  
October 18, 2013

Law Offices of Victor A. Worms, P.C.  
Attorneys for Plaintiffs


By: 

Victor A. Worms  
65 Broadway, Suite 750  
New York, New York 10006  
(212) 374-9590

VERIFICATION

I, Victor A. Worms, affirm that I am the attorney for the plaintiff in the above-referenced action and that I have read the foregoing complaint and the same is true to my personal knowledge, except matters alleged upon information and belief and as to those matters, I believe them to be true. I am making this verification instead of the plaintiff because I maintain my office in a county which is different from that of the plaintiff.

Dated: New York, New York  
October 18, 2013

  
Victor A. Worms

SUPREME COURT  
STATE OF NEW YORK, COUNTY OF KINGS

HENRY F. CAMUSO,

Plaintiff,

-against-

HIGHCAP GROUP, ARTHUR GALLINARO,  
MADELINE CAMUSO and  
REGENT ASSOCIATES, a New York Partnership,

Defendants.

VERIFIED COMPLAINT

**LAW OFFICES OF VICTOR A. WORMS, P.C.**

Plaintiff

**65 Broadway, Suite 750  
New York, New York 10006  
(212) 374-9590**