

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

-----X	
LOIS WEINSTEIN, individually and on	:
behalf of the Partners of NINETY-FIVE	:
MADISON COMPANY LP,	:
	:
Petitioner	:
	:
- against -	:
	:
RAS PROPERTY MANAGEMENT, LLC,	:
RITA A. SKLAR, individually and RITA	:
SKLAR and STEVEN C. MERO as Trustees	:
of the Exempt Issue Trust FBO Hannah Rose	:
Gettinger, the Exempt Issue Trust FBO Ruby	:
Hilene Sklar and the Exempt Issue Trust	:
FBO Sadie Pearl Sklar ; and NINETY-FIVE	:
MADISON COMPANY, LP,	:
	:
Respondents.	:
-----X	

To the Supreme Court:

The petition of LOIS WEINSTEIN respectfully shows:

1. Petitioner Lois Weinstein is a resident of the State of New York and is a resident of New York County.
2. Respondent RAS Property Management, LLC ("RAS") is a limited liability company organized and existing under the laws of the State of New York with an office at 95 Madison Avenue, New York, NY.
3. Respondent Rita A. Sklar ("Sklar") is a resident of the State of New York and is the sole member of RAS.
4. Respondent's RITA SKLAR and STEVEN C. MERO are Trustees of the Exempt Issue Trust FBO Hannah Rose Gettinger, the Exempt Issue Trust FBO Ruby Hilene Sklar and the Exempt Issue Trust FBO Sadie Pearl Sklar each of which, upon information and belief, owns a beneficial interest in NFMC -- possibly up to 36%.

5. Respondent Ninety-Five Madison Company, LP (“NFMC”) is a limited partnership organized and existing under the laws of the State of New York and is the owner of real property known as, and located at, 95 Madison Avenue, New York, NY 10016.

6. RAS is the general partner of respondent NFMC.

7. According to K-1's filed by NFMC, Petitioner has a 38% interest as a limited partner in NFMC, although, Petitioner may only hold an 18.5% interest and such K-1s may be fraudulent.

8. Upon information and belief, RAS holds or controls less than 50% of the ownership of NFMC.

9. As shall be detailed, it has become critical for the interests of the Limited Partners, and even Rita Sklar herself, that Sklar be divested of any managerial authority over 95 Madison Avenue, and sadly, by virtue of Sklar years of unchecked fraud, theft and gross mismanagement, there is no alternative but that NFMC be dissolved and its principal asset sold.

10. It is possible that Sklar is suffering from dementia or another mental disorder.

11. As will be shown, Sklar is completely incapable of managing the affairs of NFMC. Yet she refuses to cede control to professional management.

12. Her response to any business situation is to seemingly be intransigent, obstructionist and bellicose.

13. For the past year, Sklar's power has been propped-up by her new counsel Robert Laplaca, who files frivolous and bad faith at Sklar's command. Through Laplaca and his

firm, Sklar has even sued her prior counsel who had attempted to represent her interests professionally and who apparently reached a departing of ways over Sklar's refusal to heed their advise and counsel, as well as her refusal to pay them.

14. As will be shown, Sklar has mired NFMC in at least five major legal battles.

15. Petitioner only became aware of these issues in connection with an action Petitioner was forced to commence in late 2015 against Sklar when Sklar took \$4.5 million owed to Petitioner out of the 2012 sale of real property they owned jointly in Queens.

16. What has been uncovered is an absolutely shocking record of fraud, tax fraud, deceit, breach of fiduciary duties, gross negligence and incompetence, oppressive and unfair dealings toward the other limited partners of FNMC,

17. Sklar effectively controls NFMC, employing herself and, upon information and belief, paying herself (or RAS) substantial sums to manage NFMC.

18. Sklar and your Petitioner are half-sisters. In 1970, their mother Hilda Weinstein died leaving to her husband and three daughters, Lois, Rita and Arlene, a portfolio of real estate holdings that Hilda Weinstein had inherited from her father, Louis Shulsky.

19. The most valuable of the properties inherited by Sklar and petitioner was an office building located at 95 Madison Avenue, New York, NY.

20. After a long and costly battle in the Surrogate's Court, Sklar was able to disinherit and buy-out her sister Arlene, and to gain control over Petitioner's property as a co-trustee with Petitioner's uncle Lawrence Weinstein.

21. In or about June 1982, Sklar and Lawrence Weinstein created a partnership to hold 95 Madison Avenue. The partnership was called 95 Madison Avenue Company.

22. In or about 1988, when Petitioner was 34, a 38 percent interest in 95 Madison Avenue Company was transferred to her.

23. In or about 2012, Madison Avenue Company elected to become a Limited Liability Partnership under the New York Limited Partnership law and became NPMC.

24. Under the restated partnership agreement, defendant RAS, a limited Liability Company wholly owned by Sklar, became the general partner of NPMC.

25. Since her mother's death, Sklar has taken autocratic control over 95 Madison Avenue as well as the other properties which she and Petitioner inherited from their mother.

26. Sklar has consistently lied to Petitioner with respect to a property in Flatbush Brooklyn which was specifically left to Petitioner in her mother's will, falsely representing (1) that Petitioner owned that entire property when in fact, there is another entity that own half of the property (upon information and belief Sklar has never sought to have the other owner contribute to the property taxes or any other expenses related to the property) and (2) Sklar continues (to this day) to control the property by keeping it in the testamentary trust which, under the will of Hilda Weinstein which established the trust, was to be dissolved and distributed to Petitioner on her 30th birthday (Petitioner is now about 65 years old and the property is still in the trust). Sklar has refused to deed this property to Petitioner and has necessitated litigation in the Surrogate's Court with respect to the Estate of Hilda Weinstein.

27. In connection with the Surrogates court litigation Sklar is currently in violation of an order from the Surrogate to account to Petitioner, and contempt proceedings have been commenced.

28. It will also be shown that in such proceeding, Sklar caused her new counsel Laplaca to file false and frivolous papers claiming that Petitioner lacked the mental capacity (although no such claim was asserted with respect to Petitioner's mental state in connection with the numerous documents Petitioner was directed to sign in connection with the various other transfers subject of other claims). Under threat of sanctions, counsel withdrew the objection.

29. In addition to her probable personality disorders, Sklar also completely lacks any competence as a real estate manager. Under Sklar's mismanagement the properties inherited from Hilda Weinstein, and controlled exclusively by Sklar, have over the years remained vacant and un-rented and in several instances, left as vacant land.

30. As a result of Sklar refused to rent any of the commercial properties, NFMC and the other holdings generally operate at a loss and although the portfolio has significant value, it cannot be mortgaged due to a lack of sufficient income.

31. The situation is now a crisis level because, even with the \$4.5 million, Sklar stole from Petitioner, there will be insufficient funds to pay the real estate tax bill coming due in June, 2019.

32. Due entirely to Sklar's incompetence and her intransigence, in a litigation with the major tenant -- an entity called Vitra, Inc. -- NFMC has just received a serious adverse ruling, awarding the prime tenant an abatement of rent of over \$900,000, a rent credit of more than \$500,000 and an award of its legal fees.

33. Vitra signed a lease to rent a portion of the first floor and the second floor over three years ago. Sklar has actively and without any rational justification has stood in the tenant's way of completing its renovation which is still not complete as a result.

34. Sklar has even unlawfully changed the locks on the tenant's space and locked them out of possession.

35. The arbitrator, retired Supreme Court Justice Steven Crane, initially described Sklar's actions as "frustrating behavior" which was "flagrantly unlawful" and "bereft of common decency or legal justification".

36. The level of Sklar's obstructionism in approving and reviewing the tenant's work permits apparently recently has reached such a stage that Justice Crane entered an order appointing a receiver to take over the responsibilities of the Landlord with respect to the construction.

37. Petitioner is advised that Sklar and her counsel's response to this ruling is to seek to have Justice Crane disqualified and his ruling overturned -- not on any actual legal basis -- but on the notion that because he referred to Sklar as a "woman" that he must be sexist and therefore decided against her.

38. I am advised that instead of presenting the actual record of the proceedings that might shed negative light on the history Sklar's misconduct in her dealings with the tenant, Laplace attached scholarly articles about "sexism" to his frivolous and bad-faith papers to overturn.

39. It is respectfully submitted that if a receiver is not appointed in this proceeding to protect and preserve the interests of the limited partners of NFMC, to take over the management of 95 Madison Avenue from RAS and Sklar, to discharge Laplace, and to seek to lease some portion of the vast vacant office space pending this dissolution proceeding, irreparable harm will be suffered by all the owners of the NFMC.

40. Sklar has sought to hide her deficits as a real estate manager by withholding material information about the operation of NFMC from its limited partners. By way of example, RAS refuses to provide to the limited partners of NFMC any partnership tax returns.

41. As stated above, because Sklar, likely due to mental issues, refuses to lease the commercial properties she and Petitioner inherited or cede control to anyone else; the only apparent source of income to her is to steal from her limited Partners and to abuse her obligations as a fiduciary.

42. In 2012, Sklar realized that without a significant influx of cash she would be unable to continue to live her lavish lifestyle and was in actual danger of losing 95 Madison Avenue.

43. In or about 2012, Sklar advised Petitioner that they should sell a property they jointly owned in Queens -- a rental property located and known as 1625 Putnam Avenue and 1635 Putnam Avenue, Queens NY (the "Putnam Properties") Putnam Avenue, Queens, NY.

44. As a result of Sklar's mismanagement and sever psychological issues, the Putnam Properties had not generated income, but by virtue of the phenomenal increase in real estate values, a buyer was located who was willing to pay \$9,300,000 for the Putnam Properties.

45. In 2012, Sklar did not advise petitioner that NFMC was in dire need of an infusion of funds. She did however, represent to Petitioner who had just lost her job as a travel agent, that were the Putman Properties sold, petitioner would receive her share of the sale proceeds.

46. On or about March 6, 2012, utilizing a power of attorney dated March 1, 2012 from Petitioner, Sklar sold the Putnam Properties for the sum of \$9,300,000.

47. Upon information and belief, no portion of the sales proceeds has been distributed to Petitioner (other than approximately \$800,000 paid to the US. Treasury and the New York State Department of Taxation and Finance and several checks totaling approximately \$70,000).

48. Upon information and belief, at the sale, Sklar, fraudulently induced Petitioner to assign her and Sklar's individual interest in the contract of sale to an entity called Madison Exchange, LLC ("Madison").

49. Although the contract was assigned for technical purposes, the actual recorded deed bears the names Rita A. Sklar and Lois M. Weinstein as grantees in their individual capacity as sellers. As previously alleged, Petitioner's signature was written by Sklar utilizing a power of attorney.

50. Upon information and belief, at some point subsequent to the actual execution of the contract of sale, Sklar "doctored" the sales contract, to add the words "d/b/a Kinder Realty Associates" to the sales contract. This "d/b/a" designation however was not contained on the deed recorded on March 19, 2012 and there is no indication that the sellers were any persons other than Sklar and Weinstein as individuals.

51. Upon information and belief, Sklar was seeking unlawfully to evade paying capital gains taxes on the sale of the Putnam Properties, and attempted to do so by purporting to do a "1031 Exchange" whereby the capital gains from the sale of one parcel of investment property through a "Qualified Intermediary" would be rolled into the purchase of another qualifying investment property within a certain time frame.

52. In order for the U.S. Treasury to recognize the transfer, certain rules and procedures have to be followed.

53. In procuring Petitioner's signature on the Exchange Agreement, Sklar concealed her intentions and did not adequately or truthfully advise Petitioner of the purpose of the 1031 exchange.

54. Petitioner was not represented by counsel at the time she executed the Exchange Agreement, the contract of sale of the Putnam Properties, or any other documents pertaining to the sale of the Putnam Properties.

55. Upon information and belief, in the months after the sale of Putnam Properties, Madison informed Sklar that they would have to return the sales proceeds because Sklar and Petitioner had not identified a proper replacement property.

56. Upon information and belief, Sklar never had any intention of finding an actual qualifying replacement property, since the hidden purpose of the sale was to generate cash for NFMC and not to re-invest in a new property (which is what the 1031 Exchange was intended by Congress to be used for).

57. Upon information and belief, Sklar represented to Madison that she wished to invest the proceeds of the sale into NFMC.

58. Upon information and belief, because Sklar and Petitioner already owned interests in NFMC such prior ownership violated the 1031 exchange rules, therefore 1031 exchange could not be performed to defer the payment of capital gains taxes utilizing that property.

59. Thus, upon information and belief, Madison advised Sklar that the funds needed to be returned to the sellers.

60. Upon information and belief, in or about April 2013 defendant Sklar arranged to have the approximately \$9,000,000 refunded from Madison be deposited into an account at the Safra National Bank maintained in the name of an entity called Kinder Realty Associates ("Kinder") a general partnership jointly owned by Sklar and Petitioner, but over which Sklar exclusively exercises total control.

61. Sklar fraudulently induced Petitioner to execute a wire transfer instruction to wire the funds being held by Madison to the Kinder bank account.

62. Upon information and belief, Sklar actively concealed her intention of depriving Petitioner of her share of the refunded proceeds after they were deposited into the Kinder bank account.

63. Upon information and belief, in reporting the sale of Putnam Properties to New York State Department of Taxation and Finance, Sklar signed and caused to be filed a Partnership Payment Filing Fee Form which falsely and fraudulently claimed that Kinder had actually owned an interest in the Putnam Properties (when it did not and had never). The form also falsely and fraudulently stated that the proceeds of the sale of the Putnam Properties represented income of the partnership (rather than to Petitioner and Sklar as individuals).

64. Upon information and belief, for years, defendant Sklar caused her accountants to claim losses on property that Petitioner and Sklar owned individually as tax losses for Kinder in spite of the fact that Kinder does not own the properties in question.

65. Upon information and belief, defendant Sklar had for years mismanaged defendant NFMC, keeping the building it owns under-occupied.

66. Specifically, of the 150,000 square feet of office space available for rental, RAS has only rented less than 25,000 square feet.

67. Sklar (RAS), despite this appalling vacancy rate, does not list the properties with brokers, instead, Sklar pretends that she has an actual real estate broker's license and purports to list the office space at 95 Madison Avenue, herself. There are no active listings. There is no record of Sklar having an active real estate broker's license.

68. Indeed, notwithstanding the lack of a license, Sklar has on numerous occasions demanded a commission on the sale of the Putnam Properties and insisted that Petitioner pay those sums to Sklar and to her children and grandchildren.

69. In or about June 2016, a broker procured a tenant for a portion of the ground floor and the entire second floor -- Vitra, Inc., a furniture design company.

70. After executing a lease with Vitra, NFMC upon information and belief, failed or refused or attempted not to pay the real estate broker.

71. Upon information and belief, Sklar has developed a reputation for refusing to pay brokers. By refusing to pay a broker their legitimate commissions, Sklar has created a dis-incentive for other brokers to work with NFMC to alleviate the serious vacancy rate at 95 Madison Avenue.

72. Upon information and belief, Sklar, as a general policy, refuses to pay legitimate bills which results in needless and expensive litigation which costs NFMC much more money than if NFMC had simply paid the obligations. Indeed, even after agreeing to a settlement amount of charges, Sklar, for mere sport, often refuses to pay such agreed upon settlement, thus creating even more needless expense and exposure.

73. Sklar has dragged NFMC into at least four current unjustified litigations.

74. The first on-going litigation goes back to 2013, when Sklar refused to pay for front doors which had been order for 95 Madison Avenue resulting in the law suit *Fran-Co Remodeling Corp. v. Ninety-Five Madison Avenue LP, et al*, New York Supreme Court, NY Co., Index No. 652666/13. It is certain that NPMC has paid more in legal fees than it owed on the doors which in a settlement, it had agreed to pay for. Apparently, alleging a conspiracy as to delivery charges, Sklar has refused to abide by the terms of the stipulation entered into in that action. As a result, needless additional legal fees continue to mount.

75. In another current litigation entitled *Rosenberg Feldman Smith LLP. v. Ninety-Five Madison Avenue LP*, New York Supreme Court, New York Co., Index No. 653953/2018; Sklar has refused to pay her prior counsel's fee incurred in a dispute she fomented with Vitra, Inc. by utterly failing, without justification to sign work permits and to complete projects and improvements the lease, and settlement agreement, required NPMC to perform.

76. Notwithstanding the fact that The Rosenberg firm saved the day for NPMC by obtaining the tenant's agreement to arbitrate its disputes regarding the lease and thereby managing to eviscerate the tenant's threat to terminate this lease worth \$11,000,000 over the life of the lease, Sklar is falsely alleging on NPMC's behalf, legal malpractice as a defense and counterclaim.

77. Sklar has substituted counsel at least twice in the Vitra, Inc. action and is on her third set of lawyers.

78. The costs of litigating such a frivolous and un-winnable claim seems highly irresponsible at best, especially given the unnecessary delay and expense of repeatedly substituting counsel.

79. The exhibits filed in the action commenced by the Rosenberg Firm give a vivid picture of how difficult, un-cooperative and unfit Sklar is and why she must immediately be removed as manager of 95 Madison Avenue and be prevented from causing any further harm to her family's holdings.

80. In the JAMS arbitration entitled *Vitra, Inc. v. Ninety-Five Madison Company, LP*, JAMS No. 1425024190, (which arose out the settlement that Sklar now refuses to comply with) the arbitrator -- retired Supreme Court Justice Hon. Stephen G. Crane, has essentially ruled in favor of the tenant on its claims and in an interim award dated June 18, 2018, provided the tenant \$31,735.89 in damages for constructive eviction (when Sklar changed the locks during construction -- which, due to Sklar's intransigence, is still not complete); \$100,434.39 in electrical overcharges; a rent abatement (which continues to accrue) which currently stands at more than \$900,000; and an award of its legal fees. The arbitrator has also over-ridden Sklar's failure and refusal to sign work permits.

81. As discussed earlier, the Arbitrator has just awarded the tenant more than a years' abatement in rent and awarded them their legal fees.

82. As a result of such improper and unjustified actions, NFMC had already been forced, in *Vitra, Inc. v. Ninety-Five Madison Company LP*, Supreme Court New York Co., Index No. 652342/2017, to provide a rent credit of \$506,250 to Vitra.

83. Sklar has fomented needless litigation with its neighbor by refusing to permit them to erect a scaffold and shed to protect 95 Madison Avenue, during that construction.

84. Indeed the refusal because so serious, that the neighbor had to commence a special proceeding to force NFMC to permit a shed to protect its own property.

85. In the action, *RG-29th Street Owner I, LLC v. Ninety-Five Madison Company, L.P.*, Sklar through Laplaca challenged the court on jurisdictional grounds and has even gone to the Appellate Division to seek a stay of the order of the court.

86. Petitioner cannot imagine what explanation could exist for a refusal to permit the erection of a scaffold to protect the building. Petitioner believes that such refusal could only result from mental illness.

87. In *Harty Built LLC v. Ninety-Five Madison Company, L.P.*, Supreme Court New York Co., Index No. 0157349/2018, Harty Built LLC sued NFMC after performing more than \$100,000 worth of work for NFMC, because Sklar refused to pay the final \$26,644.50 owed, after having made previous, substantial payments on the account without objection. This action is ongoing.

88. Petitioner believes that it would be manifestly unfair to require that NFMC suffer any further damage from being subject to the effects of Sklar's mental disorders.

89. Upon information and belief, the annual real estate taxes payable by NFMC are approximately \$1.6 million and, when combined with the operating expenses of the building and the wasteful legal expenses incurred by Sklar's intransigence and willful and contumacious actions, significantly exceeds the total annual rental income.

90. Indeed, in its 2017 K-1's provided to Petitioner, NFMC reported a significant loss.

91. In 2013, to address the mounting losses in NFMC, upon information and belief, instead of delivering to Petitioner her share of the proceeds of the sale of the Putnam Properties after such were transferred from Madison to the Kinder account, Sklar

individually, caused a significant portion of the funds to be paid to herself (approximately \$2.5 Million) and to NFMC (approximately \$6,000,000).

92. Upon information and belief, at no point had Petitioner ever agreed to contribute her share of the proceeds of the sale of the Putnam Properties to NFMC or Sklar.

93. After the sale of the Putnam Properties, Sklar refused to distribute any funds to Petitioner.

94. Indeed, Sklar suggested that if Petitioner needed money she should sell her used car.

95. Ultimately, Sklar did agree to provide \$70,000 to Petitioner, but only on condition that a portion of such funds be paid to Sklar's grandchildren.

96. In or about November 2015, Petitioner demanded an accounting and payment of sums due from the sale of the Putnam Properties.

97. On or about January 27, 2016, Sklar purported to produce an accounting which asserted that of the \$9,032,302.75 net proceeds of the Putnam Properties sale, the sum of \$7,976,531.74 was owed by petitioner and Sklar to NFMC (the "Purported Accounting").

98. Sklar knew that no funds were actually owed to NFMC and that the Purported Accounting was materially false.

99. Upon information and belief, as shown in the accounting, Sklar caused Kinder to pay NFMC the overwhelming majority of the proceeds of the sale of the Putnam Properties.

100. Upon information and belief, on April 11, 2013, Sklar fraudulently wrote a check for \$3,523,242.00 to NFMC out of the account of Kinder.

101. Upon information and belief, at some point in time, Sklar wrote in the memo section of the check "Total Repayment".

102. Upon information and belief, this representation that there was a repayment of a loan, rather than the actual rendering a loan to NFMC, was an act of fraud and self-dealing.

103. Upon information and belief, according to a memo prepared by Sklar's tax counsel Honigman, Schwartz, Miller and Cohn, ("Honigman") in or about 2014, defendant NFMC badly needed a cash infusion.

104. Upon information and belief, at some point in 2014 Sklar had her counsel prepare a memo (the "Honigman Memo") proposing several scenarios whereby NFMC would either buy out Petitioner's interest in NFMC using Petitioner's own money (obtained improperly from the Putnam Property sale) or whereby Petitioner would lend at a very low interest rate, a portion of Petitioner's share of the sale proceeds from the Putnam Properties to NFMC.

105. Petitioner rejected these proposals.

106. The Honigman Memo expressly states that NFMC needed to borrow the funds from Sklar and Petitioner from the sale of the Putnam Properties.

107. Upon information and belief, Sklar actively concealed from the Honigman Firm the fact that that she had already transferred more than \$3,500,000 of the proceeds of the sale of the Putnam Property to NFMC.

108. Upon information and belief, after she received Petitioner's written demand for an accounting and to be paid her portion of the proceeds of the sale, in or about November 2015, Sklar wrote an additional check to NFMC for \$2,326,211.32 from the Kinder

account, this time fraudulently and falsely marking the check memo, "interest payment" (despite the fact that the earlier check for \$3,523,242.00 was purportedly marked "total repayment").

109. This was an unlawful act of self-dealing and fraud.

110. Upon information and belief, as shown in the K-1's, Sklar purports to continue to pay NFMC interest from the account of Kinder on unauthorized, undocumented, fictitious, and fraudulent loans purportedly made by NFMC to Kinder, in the amount of at least \$227,246 in 2017 and at least \$206,766 in 2016.

111. Upon information and belief, in another act of unlawful self-dealing and fraud, on November 11, 2015 Sklar wrote herself a check from the Kinder account in the amount of \$340,137.75 and marked in the memo section, "Part equalization of distribution regarding LMW expenses".

112. Sklar has also demanded that she be paid a real estate broker's commission for arranging the sale of the Putnam Properties, notwithstanding her lack of a proper license - - another act of fraud and self-dealing.

113. By virtue of Sklar and RAS' s mismanagement, the only way that NFMC can seem to continue to exist and make ends meet is by Sklar going out and stealing the assets of her limited partners, filing false tax documents, and deceiving the limited partners.

114. By virtue of the fact that much of Sklar's years of fraud, incompetence and perfidy have now come to light, Sklar has nowhere to look to steal in order to continue to prop-up NFMC.

115. It is unfortunately now necessary to dissolve NFMC and sell its assets.

116. NPMC is not being operated in conformity with the partnership agreement.

117. In light of Sklar's (and by extension RAS -- the general partner) deteriorated mental state, her refusal to permit competent management to operate 95 Madison Avenue, her refusal and inability to rent out the property to prospective tenants, her proclivity to fight with her existing paying tenants, her acts of self-dealing and fraud with respect to the limited partners which cannot be justified under any reading of the business judgment rule and in violation of the various fiduciary duties she owes, her profligate unjustified expenditures on needless and frivolous litigation, and her devotion to committing tax fraud, NPMC is not being operated for any proper or lawful purpose at all.

118. It is not reasonably practicable for Ninety-Five Madison Company LP to carry on its business in conformity with the partnership Agreement.


No Prior application for the relief requested herein has been made.

WHEREFORE Petitioner demands

- (1) The judicial dissolution of NINETY-FIVE MADISON COMPANY LP, under Limited Partnership Act section 212-802.
- (2) The discharge of RAS as manager of NFMC;
- (3) The appointment of a receiver to engage competent management and to discharge and eject the present property management while the affairs of NFMC are being settled and its asset sold by such Receiver.
- (4) Appointment of Receiver to Sell 95 Madison Avenue, New York, NY and to distribute the net proceeds of the sale to the Limited Partners of NFMC in their proportionate shares.
- (5) an accounting of the affairs of NFMC.
- (6) such other and further relief as to the court seems just and proper.

Dated: New York, NY
May 21, 2019


LOIS M. WEINSTEIN, Petitioner

JEFFREY A. BARR
By: 
Attorney for Petitioner
225 Broadway, Suite 3110
New York, NY 10007
(212) 227-1834


VERIFICATION

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss.:

LOIS WEINSTEIN, being duly sworn, deposes and says:

I have read the foregoing Verified Petition and that the contents thereof is true, except as to matters asserted on information and belief, and as to those matters, I believe it to be true.


LOIS WEINSTEIN

sworn to before me this
26 day of May, 2019


notary public