

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

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**TAMARA HARRIS AND BETSY HARRIS****PLAINTIFFS****INDEX #154155/2017****-AGAINST-****AMENDED AND  
SUPPLEMENTAL  
SUMMONS**

ANDREW LICHTENSTEIN,  
ALLISON HARRIS SCHIFIINI,  
TJ MONTANA ENTERPRISES LLC,  
BERNICE HARRIS,  
17 PHILIP COURT PORT WASHINGTON LLC,  
AND JOHN DOE (MEMBER/SHAREHOLDER  
17 PHILIP COURT PORT WASHINGTON LLC)

**DEFENDANTS**

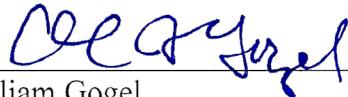
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To the above named Defendants

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with the summons, to serve a notice of appearance on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 day after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of venue is residence of a defendant, which is in New York County.

Dated: Manhasset, NY  
May 13, 2020



William Gogel  
Agulnick & Gogel, LLC  
*Attorneys for Plaintiffs*  
1129 Northern Blvd., Suite 404  
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(516) 466-6300

TO: Andrew Lichtenstein, 5770 Palisade Avenue, Riverdale NY 10470  
Allison Harris-Schifini, 350 Albany Street, New York, New York 10280  
TJ Montana Enterprises LLC, 5770 Palisade Avenue, Riverdale NY 10470  
17 Philip Court Port Washington LLC and John Doe, 159 Kings Point Road, Great Neck  
Bernice Harris, 3725 Henry Hudson Parkway, Bronx, NY 10463

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

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TAMARA HARRIS AND BETSY HARRIS

PLAINTIFFS

INDEX #154155/2017

-AGAINST-

VERIFIED COMPLAINT

ANDREW LICHTENSTEIN, ALLISON HARRIS SCHIFIINI,  
TJ MONTANA ENTERPRISES LLC,  
BERNICE HARRIS,  
17 PHILIP COURT PORT WASHINGTON LLC,  
AND JOHN DOE (MEMBER/SHAREHOLDER  
17 PHILIP COURT PORT WASHINGTON LLC)

DEFENDANTS

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Plaintiffs TAMARA HARRIS and BETSY HARRIS, by and through their attorneys,

William Gogel, allege as follows:

**THE PARTIES**

1. Plaintiff, Tamara Harris, is a resident of Nassau County
2. Plaintiff, Betsy Harris, is a resident of Nassau County,
3. Defendant Allison Harris Schifini is an individual residing at 350 Albany Street, New York, New York 10280
4. Defendant Andrew Lichtenstein resides at 5770 Palisades Avenue, Riverdale, New York 10471.
5. TJ Montana Enterprises LLC (hereinafter referred to as "TJ") has an address at 5770 Palisade Avenue, Bronx NY 10471
6. John Doe and 17 Philip Court Port Washington LLC have an address of 159 Kings Point Road, Great Neck NY 11024.

7. Bernice Harris resides at 3725 Henry Hudson Parkway, Bronx, NY 10463.

**JURISDICTION AND VENUE**

8. Jurisdiction in this Court lies pursuant to CPLR 301 and 302 as all parties are domiciled within the State of New York, and the misconduct complained of herein occurred within the State of New York.
9. Venue is proper pursuant to CPLR 503(a) as defendant Allison Harris Schifini resides within the State of New York, County of New York.

**FACTS COMMON TO ALL CAUSES OF ACTION**

10. Betsy and Steven Harris had a loving relationship for over forty years.
11. Tamara is the daughter of Betsy and Steven.
12. Steven died on April 24, 2017
13. Prior to his death, Steven owned 19.35% of the membership interest in TJ Montana Enterprises LLC (hereinafter referred to as TJ).
14. TJ owned a building located at 82 East 3<sup>rd</sup> Street, New York, New York 10003.
15. TJ also owned a private home located at 17 Philip Court in Huntington Station, New York.
16. These were two of TJ Montana's primary assets.
17. Steven was sick, suffering from cancer, in the months prior to his death.
18. On March 7, 2017 Steven executed an assignment of his membership interest in TJ (the "Assignment").

19. The Assignment provides, in pertinent part, that Tamara would become Steven's successor in TJ, and that Betsy would enjoy a life-estate in Steven's interest in TJ.
20. Prior to Steven's death, Betsy and Tamara succeeded in Steven's 19.35% interest in TJ.
21. Steven's interest in TJ was not an asset of his estate upon his death because Betsy and Tamara acquired Steven's interest in TJ prior to his death by way of the Assignment.
22. In the alternative, even if the Court finds that the Assignment was not effective, then Tamara Harris and Betsy Harris acquired Steven's interest in TJ under Steven's Will, which is the subject of the probate proceeding in a Surrogates Court Proceeding, pending in Bronx County.
23. Immediately after Steven's death, defendants Andrew Lichtenstein (50% shareholder in TJ) and Allison Harris Schifini (30.65% shareholder in TJ) tried to appropriate TJ's assets.
24. Specifically, Allison and Lichtenstein rushed to sell 82 East 3<sup>rd</sup> Street in New York City (a 24 unit building that generated tremendous rental income and one of TJ's primary assets) at millions of dollars below its true value.
25. It is estimated that 82 East 3<sup>rd</sup> Street (NYC), which has 22 residential apartment and two commercial spaces is presently worth approximately \$20 million.
26. Allison and Lichtenstein's rush to sell 82 East 3<sup>rd</sup> Street, at millions below its true value, was done in an effort to dissipate the asset and pocket the money-

before Steven's Last Will and Testament could be litigated and the validity of the March 7, 2017 Assignment (providing Tamara would become Steven's successor in TJ and that Betsy would enjoy a life estate) could be confirmed by a Court of Law.

27. Defendants Allison and Lichtenstein's efforts to expeditiously sell TJ's primary and most lucrative asset (immediately after Steven's death on 4/24/17) was aimed at depriving plaintiffs of their rightful 19.35% share of the monies obtained from said sale.
28. At the same time, defendants Allison and Lichtenstein closed TJ's Bank of America account, where the rental income from TJ's asset had previously been placed; and transferred the funds to another account(s) that was under all defendants' control- to the exclusion of plaintiffs and the 19.35% interest that had previously been assigned to them on March 7, 2017.
29. The closing of the Bank of America account and disposition of the funds was done without Betsy and Tamara's knowledge and/or consent, even though they succeeded to Steven's interest in TJ.
30. When Tamara and Betsy became aware of the Defendants' actions, plaintiffs commenced the within action in Supreme Court for the State of New York, and brought an Order to Show Cause seeking to enjoin Defendant's from looting TJ's assets; to restrain them from selling TJ's primary asset for millions of dollars below value (82 E. 3<sup>rd</sup> Street in Manhattan); and to thwart Allison and Lichtenstein's efforts to appropriate all the money and cut plaintiffs out of their 19.35% share (which was the subject of litigation).

31. The parties resolved the Order to Show Cause filed in this action (Index #154155/2017) by So-Ordered Stipulation.
32. The So-Ordered Stipulation, dated May 8, 2017 and filed on NYCEF on May 12, 2017 required, among other things, that 19.35% of any distribution to members of TJ would be placed in an escrow account monthly; and that Defendants would provide Betsy and Tamara with the rent roll, expenses, and income for the building, and disclose relevant records regarding the same upon request.
33. Defendants Allison Harris Schifini and Andrew Lichtenstein failed and neglected to comply with the terms of the Stipulation of Settlement, despite due demand; and upon information and belief, utilized TJ funds to pay for personal legal fees and expenses (including, but not limited to payment of Allison's mother, Bernice Harris', personal legal fees); and inflated TJ's expenses in order to claim that TJ does not have any funds to disburse to its members.
34. Tamara Harris and Betsy Harris filed counterclaims against Bernice Harris, Allison Harris, and Andrew Lichtenstein, in a related action, Index No. 656962/2017 (which action was commenced by Bernice and Allison Harris).
35. All of Allison and Bernice's claims in that action (Index No. 656962/2017) have since been dismissed, with the exception of their first cause of action for declaratory judgment.
36. The remaining counterclaims in that action (Index No. 656962/2017) seek a declaratory judgment that the March 7, 2017 Assignment was valid, and

- damages against Allison and Lichtenstein for breach of fiduciary duty, and damages against Bernice for and aiding and abetting Allison and Lichtenstein's breach of fiduciary duty.
37. Circumstances have evolved since those counterclaims were filed, exposing further wrongdoing by all defendants- which again are in direct contravention of the terms of the parties May 8, 2017 So-Ordered Stipulation, filed on NYCEF May 12, 2017.
38. TJ owned a second real estate asset- a private home located at 17 Philip Court, in Huntington Station, NY.
39. Subsequent to the execution of the So-Ordered Stipulation (and the filing of Allison and Bernice's separate and predominantly dismissed lawsuit under Index # 656962/17), and despite the So-Ordered Stipulation's clear mandate that 19.35% of distributions to members be placed in escrow- Allison Harris Schifini and Andrew Lichtenstein secretly sold the TJ Asset located at 17 Philip Court, Huntington Station, New York on November 21, 2017.
40. The property, owned by TJ, was not listed publicly for sale.
41. Upon information and belief, Allison Harris Schifini and Andrew Lichtenstein gave instructions that the sale was to be kept secret, and the sale was never disclosed to plaintiffs.
42. The sale was not an arms length purchase and was fraudulent.
43. The purchaser was known to defendants.

44. Moreover, the sale was an inside deal aimed at dissipating assets and money that belonged to plaintiff, and thereby deprived plaintiffs of their 19.35% share in TJ.
45. As will be discussed below, no money from this sale was ever deposited into the escrow account mentioned in the parties So-Ordered Stipulation, dated May 8, 2017; and defendants Lichtenstein and Allison pocketed 100% of the “under the table money” they obtained from this sale.
46. Without having ever been listed on any public website for sale, defendants sold the property on November 21, 2017 (while this action and the separate action under Index #656962/2017 were pending), by executing a deed that conveyed the property (17 Philip Court in Huntington Station, NY) to a company only known as “17 Philip Court Port Washington LLC”, having an address 159 Kings Point Road, Great Neck, New York 11024.
47. The deed was executed by Allison and Lichtenstein, as members of TJ on November 21, 2017.
48. The purchaser was a company created on the same date of the sale, for which the Department of State website has no registered agent on file.
49. According to Department of State records, 17 Philip Court Port Washington LLC, for whom there is no identified agent on file, was created the same day as the deed was recorded- November 21, 2017.
50. According to records of Suffolk County Clerk, defendants claim to have received zero consideration for this property, which is worth in excess of \$425,000.

51. Upon information and belief, Defendants Allison and Lichtenstein engaged in an under the table deal with a purchaser known to Schifini and Lichtenstein, and complicit in their scheme to defraud Tamara and Betsy out of their 19.35% share in TJ; and pocketed all the money from this sale.
52. In contravention of their contractual obligations under the terms of the May 8, 2017 So-Ordered Stipulation of Settlement, the Operating Agreement, and March 7, 2017 Assignment, defendants retained all the money from their secret sale and never deposited the 19.35% share of that sale that was supposed to be escrowed for the benefit of plaintiffs (which would have been at least \$82,237.50 if the property was sold under the table for \$425,000).
53. The documents filed with the Suffolk County Clerk, claiming defendants received "\$0" as consideration for this property, are a sham.
54. Upon information and belief, these documents were filed by 17 Philip Court Port Washington LLC and John Doe (acting in concert with Allison and Lichtenstein); and that it was filed as part of a scheme by Allison, Lichtenstein, and the member/shareholder/creator of 17 Philip Court Port Washington LLC (John Doe) to cover up Allison and Lichtenstein's misconduct in misappropriating the 19.35% of the proceeds from said sale- which was supposed to be deposited in escrow for the benefit of plaintiff's and was, instead, pocketed by Allison and Lichtenstein.
55. Allison and Lichtenstein control a multi-million dollar company (TJ) and would not give away an asset worth over \$425,000 for "\$0" in consideration- if the transferee were truly a bona fide purchaser and the transaction was

actually legitimate (as opposed to a scheme among insiders to pocket money under the table and deprive plaintiffs of their 19.35% share of the proceeds).

56. As set forth above, this illicit sale of 17 Philip Court in Huntington Station has all the badges of a fraudulent transaction- such as inadequacy of consideration (at least insofar as Defendants claim to have been paid zero dollars for the sale of this property per the filings with the Suffolk County Clerk), a secret and hurried transaction not in the usual mode of business (this TJ asset had never been listed for sale before plaintiff's were assigned Steven's 19.35% interest), and the conveyance to a suspicious transferee who did not even exist until the date of the fraudulent conveyance (and for whom no registered agent is listed on the Department of State's website).
57. The secret purchaser (known only as 17 Philips Court Port Washington LLC), has just recently placed 17 Philip Court for sale- listing it with Prime Properties Long Island (Listing Agent Laura Munno), and advertising it on multiple websites, such as Zillow.
58. According to Zillow, the property was first listed on February 13,2020 for \$449,000 and reduced March 4,2020 to \$429,000.
59. Zillow also indicates the property was last sold May 3, 2012 (the date Steven Harris bought this property for TJ Montana at auction) and fails to disclose the subsequent secret sale between Allison and Lichtenstein (on behalf of TJ) and the undisclosed member of 17 Philip Court Port Washington LLC- who purchased the property on November 21, 2017 (seven months after the parties executed the May 8, 2017 So-Ordered Stipulation of Settlement).

60. The secret sale on November 21, 2017 to transferee 17 Philip Court Port Washington LLC, (for which the transferee LLC was created on the same day the deed was signed and recorded)- has been omitted by 17 Philip Court Port Washington LLC in its Zillow listing of the property, under "Price and Tax History".
61. It defies credulity that Allison and Lichtenstein sold this property for "\$0" and that 17 Philips Court Port Washington LLC and John Doe is now listing it for sale for \$429,000.
62. Defendant Lichtenstein, Allison, and "17 Philip Court LLC"/"John Doe's" claim that no consideration was paid for this property (as reflected in Suffolk County Clerk's records) are an obvious ploy by defendants, acting in concert, to justify their failure to deposit plaintiff's 19.35% share of the proceeds into escrow (after stealing ALL the "under the table money" they received).
63. Defendants Allison and Lichtenstein's clandestine sale of the TJ Asset located at 17 Philip Court on November 21, 2017 is reminiscent of their effort to sell the 20 million dollar building 82 East 3<sup>rd</sup> Street in early May 2017-before plaintiff filed an Order to Show Cause to restrain the sale (marking the commencement of this action)
64. Allison and Lichtenstein's conduct in pocketing all the money from the sale of 17 Philip Court (under the pretense they obtained no consideration), thereby depriving plaintiffs of their 19.35% share (over \$80,000)- violates the parties So-Ordered Stipulation, dated May 8, 2017.

65. Similarly, Lichtenstein and Allison have spent the past three years (up until the present moment) violating the May 8, 2017 So-Ordered Stipulation- by making irregular, untimely, and insufficient deposits in escrow (as opposed to the monthly deposits mandated by the So-Ordered Stipulation).
66. Aside from inflating expenses to reduce the amount of money that needs to be placed in escrow, the sporadic deposits that defendants do make and are believed to have been far less than the 19.35% interest that is supposed to be deposited in escrow.
67. In addition to their efforts to defraud plaintiff's out of their 19.35% share of TJ (and avoid depositing the same in escrow under the terms of the parties so-ordered stipulation), defendants have failed and/or refused to comply with plaintiff's demands for bank and other financial records related to the income being derived from TJ (including microfilms of checks); records related to expenses of TJ-including but not limited to microfilms of checks, (which plaintiffs know would not substantiate the de minimus and sporadic deposits defendants have made into escrow), bank records related to deposits made in the escrow account that are supposed to be made on a monthly basis, among other things mentioned in the May 8,2017 So-Ordered Stipulation.
68. The most recent demand for financial information related to income and expenses of TJ and proof of funds being deposited in escrow under the terms of the May 8, 2017 So-Ordered Stipulation, was made on May 7,2020.
69. This demand has, to date, been ignored by defendants and their attorney/escrow agent- Jay Itkowitz.

70. As such, defendants continue to breach the agreement reached on May 8,2017 via the parties So-Ordered Stipulation.

**FIRST CAUSE OF ACTION- BREACH OF CONTRACT**

(AGAINST ALLISON HARRIS SCHIFINI, ANDREW LICHTENSTEIN AND TJ)

71. Plaintiffs repeat and reallege all of the aforementioned allegations.
72. The May 8, 2017 So-Ordered Stipulation was an agreement between the parties.
73. Upon that agreement being signed by the attorneys for all parties, and so-ordered by Justice Bannon, a contract was formed.
74. Plaintiff performed her obligations under that contract in withdrawing her order to show cause to restrain TJ's bank accounts and the sale of TJ's real property at 82 E. 3<sup>rd</sup> Street in NYC; in exchange for defendant Lichtenstein and Allison's agreement (as members of TJ) that they would deposit 19.35% of distributions to members into escrow (for plaintiffs' benefit) on a monthly basis; allow an appraisal of the subject property; only market the property, at their discretion, after allowing plaintiffs to complete their appraisal; give plaintiffs ten days notice of any contract to sell the property; ensure that any purchasers would be an arms length purchase; allow plaintiffs to attend any closing; and escrow 19.35% of the proceeds from any sale.
75. Defendants Schifini and Lichtenstein, as members of TJ, have failed to perform their obligations under the contract in that they have engaged in conduct aimed dissipating assets in which plaintiffs have a 19.35% interest (including the secret sale of 17 Philip Court, Huntington Station, NY on

November 21, 2017 for purportedly no consideration); refusing to deposit the 19.35% of the “true” member distributions (before defendants’ misappropriation of “under the table money” from secret property sales, inflation of expenses, and improper use of TJ funds for their own personal benefit); refusal to produce bank records for TJ (showing income and expenses) and proof of rent roll, and other financial records requested by plaintiffs; and refusal to produce bank records for the escrow account specified in the So-Ordered Stipulation dated May 8, 2017.

76. Additionally, defendants Allison and Lichtenstein have been non-compliant with the terms of the So-Ordered Stipulation, dated May 8, 2017, in that they have refused to produce financial records requested by plaintiff’s potential appraisers (including but not limited to tax documents, leases, and bank statements showing income and expenses for TJ), thereby making the appraisal (specified in the so-ordered stipulation), impossible to conduct.
77. Defendants are also in breach of TJ’s Operating Agreement, which allowed Steven Harris to assign his interest in TJ during his life, which he did by way of the March 7, 2017 Assignment (providing Tamara Harris would become his successor in TJ and that Betsy would have a life estate).
78. As such, plaintiffs were assigned all of Steven Harris’ membership rights in TJ on March 7, 2017, including his 19.35% interest.
79. Defendants are in violation of TJ’s Operating Agreement, by way of their refusal to honor the March 7, 2017 Assignment.

80. Defendant Allison and Lichtenstein's action in diverting plaintiffs' portion of the income from TJ, inflating expenses to detract from plaintiffs' 19.35% share; engaging in a secret sale (and attempted sale as it relates to 82 E. 3<sup>rd</sup> Street in NYC) of all TJ assets (in an effort to dissipate the assets and pocket plaintiff's 19.35% share of the proceeds), and refusing to recognize plaintiff's interest in the company as minority shareholders,- are all in contravention of the terms of TJ's Operating Agreement, the March 7, 2017 Assignment, and the May 8, 2017 So-Ordered Stipulation.
81. Defendants actions constitute a breach of contract as it relates to the TJ Operating Agreement, March 7, 2017 Assignment, and the May 8, 2017 So-Ordered Stipulation.
82. As a result of defendant's breach of contracts (including the So-Ordered Stipulation and March 7, 2017 Assignment of Steven's 19.35% interest under TJ's Operating Agreement), plaintiffs have been damaged-in that that they have been deprived of their 19.35 percent interest in TJ Montana (including their share of monthly rental income derived from this 5 story building with 24 rental units) and their 19.35% interest in the proceeds from the secret sale of 17 Philip Court, in Huntington Station, New York.
83. Plaintiffs have also been forced to incur legal fees to address defendants Lichtenstein and Harris Schifini's efforts to dissipate real property owned by TJ Montana- including both 82 East 3<sup>rd</sup> Street, NY NY and 17 Philip Court, Huntington Station, NY.

84. Plaintiff seeks compensatory damages in excess of \$5 million plus attorneys fees and costs.

**SECOND CAUSE OF ACTION- FRAUD**

(AGAINST ANDREW LICHTENSTEIN, ALLISON HARRIS SCHIFINI AND TJ)

85. Plaintiff repeats and realleges the aforementioned allegations
86. Defendants Allison and Lichtenstein feigned an intent to preserve TJ assets and escrow plaintiff's 19.35 percent share in TJ, in exchange for plaintiffs' withdrawal of an order to show cause seeking to freeze TJ bank accounts (controlled by Allison and Lichtenstein) and to restrain the sale of TJ's asset at 82 East 3<sup>rd</sup> Street for millions under value.
87. Plaintiffs reasonably relied on Allison and Lichtenstein's representations when withdrawing the Order to Show Cause they had filed on May 8, 2017, the same day the parties executed a So-Ordered Stipulation.
88. Defendants' representations about preserving TJ assets and placing plaintiff's 19.35% share in escrow, were false.
89. Defendants Allison and Lichtenstein never intended to give plaintiffs their true 19.35% share and, instead, intended to deceive plaintiffs into believing TJ's assets would not be dissipated.
90. However, after lying to plaintiffs, defendants Andrew Lichtenstein and Allison Schifini Harris sold the TJ Asset located 17 Philip Court to an inside buyer and co-conspirator (without ever publicly listing the property for sale).
91. Acting in concert with this inside purchaser (17 Philip Court Port Washington LLC), defendant Allison Harris Schifiini, defendant Andrew Lichtenstein,

defendant 17 Philip Court Port Washington LLC and defendant John Doe (member/shareholder/creator of the 17 Philip Court Port Washington LLC) pretended the sale was done for “\$0” consideration- upon information and belief, while Allison and Lichtenstein retained at least \$425,000 in under the table money and John Doe filed false paperwork with the Suffolk County Clerk that he had bought the subject property for \$0.

92. John Doe and his company, 17 Philips Court Port Washington LLC (formed on the date the deed was filed and for which no registered agent is listed with the Department of State) was not a good faith purchaser; misrepresented in documents submitted to Suffolk County Clerk about consideration paid (of which John Doe of 17 Philips Court Port Washington LLC claimed to have paid nothing), and purchased the property (never publicly listed or advertised) as part of a covert deal with Allison and Lichtenstein, of TJ.
93. As such the transaction had all the badges of fraud, and was permeated by all defendant’s malice, and intentions to deceive and defraud plaintiffs out of money they were entitled to.
94. Defendants Lichtenstein and Schifini are similarly misappropriating funds from TJ for their own personal gain, misusing TJ funds and inflating expenses-while continuing to intentionally lie about the funds in escrow being 19.35% of plaintiff’s share and continuing to ignore plaintiff’s demands (as recent as May 7, 2020) for proof that the escrow contains plaintiff’s true share.

95. Plaintiffs have been injured as a result of their reliance on Allison and Lichtenstein's representations and continue to be deprived of their 19.35% share.
96. Plaintiffs seek compensatory damages in the amount of at least \$5 million dollars plus reimbursement for reasonable attorneys fees; punitive damages in the amount of \$ 20 million dollars and emotional damages in the amount of \$20 million.

**THIRD CAUSE OF ACTION- FRAUDULENT CONVEYANCE**

**UNDER NEW YORK DEBTOR AND CREDITOR LAW 273.**

**273(A), 274, 276, 276(A), 277 (AGAINST ALL DEFENDANTS)**

97. Plaintiff repeats and realleges all of the above allegations.
98. Defendant Allison Harris Schifini and defendant Andrew Lichtenstein's conveyance, as members of TJ, of 17 Philip Court, Huntington Station New York, to Defendants 17 Philip Court Port Washington LLC and John Doe, were fraudulent as to plaintiffs- who are creditors entitled to their 19.35% share of TJ; and who have a right to have such proceeds escrowed pursuant to the parties May 8,2017 So-Ordered Stipulation.
99. Defendants Allison and Lichtenstein, of TJ, willfully dissipated this asset in a secret sale (for a property never actually advertised to the public) with "under the table money", and which was not done with a good faith purchaser or at an arms length transaction.
100. The purchaser (17 Philip Court Port Washington LLC) was an entity created on the day of the secret sale and had no existence before said date; and

registered with the Department of State by omitting the name of any designated agent of the company.

101. Defendants conspired with their bad faith purchaser, John Doe and 17 Philip Court Port Washington LLC to file a deed and false records with the Clerk's Office in Suffolk County- pretending to have sold the property for no consideration.
102. Defendants engaged in malicious and intentionally deceptive conduct in order to deprive plaintiffs of their 19.35 percent share of the proceeds, which defendants failed to disclose to plaintiffs (along with the sale), never deposited in escrow, and pocketed for their own benefit.
103. Similarly, their purchaser had knowledge of the fraud and was complicit in the fraud.
104. As such John Doe and 17 Philip Court Port Washington LLC had fraudulent intent and were not "good faith" "purchasers for "fair consideration" under the NY Debtor and Creditor Law.
105. Plaintiff has been damaged by this fraudulent conveyance, as all defendants have conspired to secretly sell a TJ asset for which 19.35% of the proceeds belonged to plaintiff; and defendants Allison and Lichtenstein have both dissipated a TJ asset and pocketed all the under the table money they received from this illicit sale- while stealing plaintiff's 19.35% share under the guise they received no money (lack of fair consideration) for the sale of this property (valued in excess of \$425,000).

106. Plaintiff is entitled to the 19.35% share of the proceeds of this secret sale under the March 7, 2017 Assignment and the May 8, 2017 So-Ordered Stipulation mandating such funds be deposited in escrow.
107. Plaintiffs have been injured by defendants' conduct in stealing their share of the proceeds from the secret sale of 17 Philip Court, Huntington Station New York.
108. Pursuant to the Debtor and Creditor Law plaintiffs seek attorneys fees in the amount of \$250,000 (which fees continue to accrue).
109. Plaintiffs further seek to set aside the fraudulent conveyance of 17 Philip Court in Huntington Station, NY, thereby voiding the sale between TJ (via its members Allison and Lichtenstein) and 17 Philip Court Port Washington LLC (via its undisclosed member John Doe).
110. Plaintiffs further seek \$ 5 million in compensatory damages (plaintiff's 19.35% share in TJ and its real estate holdings and monies defendants have stolen), punitive damages in the amount of \$20 million for all defendants' malicious conduct, and emotional damages in the amount of \$20 million for the stress, anxiety and anguish defendants have caused.

**FOURTH CAUSE OF ACTION- PERMANENT INJUNCTION**

(AS TO ALL DEFENDANTS)

111. Plaintiffs repeat and reallege all of the above allegations.
112. Plaintiffs seek an injunction restraining defendants John Doe and 17 Philip Court Port Washington LLC from selling 17 Philip Court, Huntington Station

NY, and setting aside the November 21, 2017 sale of said property to 17 Philip Court LLC as a fraudulent conveyance.

113. Plaintiffs also seek an injunction barring defendants Allison Harris Schifini, Andrew Lichtenstein, and TJ from dissipating any more assets of TJ, including funds held in TJ's bank accounts and its real estate property at 82 East 3<sup>rd</sup> Street, New York, New York.
114. Plaintiff seeks to enjoin defendants from any further violations of the parties May 8,2017 So-Ordered Stipulation.
115. Defendants have already threatened to sell 82 East 3<sup>rd</sup> Street for millions under value, in a rushed effort to dispose of the asset (and pocket all the money) before Steven Harris' 19.35% (via Assignment and Will) could be litigated- which resulted in an emergency Order to Show Cause having to be filed and the May 8,2017 So-Ordered Stipulation.
116. Defendants have now secretly engaged in a fraudulent and voidable conveyance in an effort to dissipate TJ's assets and steal plaintiffs' 19.35% share.
117. A preliminary injunction is warranted, as defendants Andrew Lichtenstein, Allison Schifini Harris, John Doe, and 17 Philip Court Port Washington LLC have threatened and are about to do an act in violation of plaintiffs rights (including the attempted sale of 82 East 3<sup>rd</sup> Street in NYC, the fraudulent conveyance of 17 Philip Court from TJ to John Doe/17 Philip Court Port Washington LLC; and John Doe/17 Philip Court Port Washington LLC's most

recent attempt to sell the property to a bona fide purchaser by recently listing it for sale on Zillow and Trulia, among other websites).

118. Plaintiffs are likely to succeed on the merits, as it undisputed this property was secretly sold; plaintiffs were never notified of the sale; and, upon information and belief, the plaintiffs' share of the proceeds of this sale (which defendants falsely claim had no consideration) were never deposited into escrow.
119. Plaintiff will suffer irreparable injury without a preliminary injunction because defendants will be allowed to dissipate all of TJ's assets and steal plaintiffs' 19.35% share.
120. Plaintiffs have no adequate remedy at law.
121. The balancing of the equities favors plaintiffs, as all defendants deceptive actions in this case have all the indicia of fraud, and evidence malicious intent to defraud plaintiffs out of their 19.35% share in TJ.
122. None of the Defendants will suffer any undue prejudice by a preliminary injunction issuing, as the result will simply be to stop them from violating the law- by preventing Lichtenstein and Allison from stealing plaintiffs' money and dissipating TJ's assets during the pendency of this litigation; and stopping John Doe of 17 Philip Court Port Washington LLC from selling an asset he purchased in bad faith.
123. All defendants have injured plaintiffs through their deceptive and fraudulent conduct.
124. Accordingly, plaintiffs request a permanent injunction against all defendants: restraining Allison, Lichtenstein and TJ's ability to sell or

dissipate any TJ asset (including but not limited to 82 E. 3<sup>rd</sup> Street in NYC, 17 Philip Court in Huntington Station, and any bank account in the name of TJ Montana or the Defendants), voiding the November 21, 2017 sale from TJ (conveyed by Allison and Lichtenstein as members of TJ) of 17 Philip Court; and restraining John Doe and 17 Philip Court Port Washington LLC from selling the property located at 17 Philip Court in Huntington Station; and enjoining defendants Allison and Lichtenstein from further dissipation of TJ's assets.

**FIFTH CAUSE OF ACTION-BREACH OF FIDUCIARY DUTY**

(AGAINST ALLISON AND LICHTENSTEIN)

125. Plaintiffs repeat and reallege the aforementioned allegation.
126. Allison and Lichtenstein collectively own the majority of the membership interest in TJ.
127. As the majority interest holders, Allison and Lichtenstein (who dominate and control TJ) owe fiduciary duties to plaintiffs- the minority interest holders in TJ.
128. Betsy and Tamara have a 19.35% ownership interest in TJ, which they acquired from Steven Harris.
129. Allison and Lichtenstein have engaged in a stream of misconduct, directly causing damage to plaintiffs, and despite plaintiffs' reliance that defendants honor their fiduciary duties- including, but not limited to, the duty of care, candor, and loyalty.

130. Despite these fiduciary duties, Allison and Lichtenstein have engaged in a stream of conduct that constitutes nothing more than lies and deception- including involving a witness (who had information about their fraudulent conveyance of 17 Philip Court in Huntington Station) by, upon information and belief, paying him money to keep the sale of 17 Philip Court secret from Tamara and Betsy).
131. Specifically, defendants Allison Harris Schifini and Andrew Lichtenstein have taken steps to dissipate assets owned by TJ, as set forth above and deprive plaintiffs of their 19.35% share.
132. As set forth above, they have done this through attempted and actual fraudulent conveyances of TJ assets- with secret under the table deals (including an attempt to dissipate TJ's asset 82 East 3<sup>rd</sup> Street NY NY for millions under value, in a rushed sale immediately after Steven's death; and defendant's secret sale of 17 Philip Court for "under the table money").
133. Both the attempted sale of 82 East 3<sup>rd</sup> in NYC and the fraudulent conveyance of 17 Philip Court were an effort by Lichtenstein and Allison to dissipate TJ's assets during the pendency of litigation over the validity of Steven's will (bequeathing his interest in TJ to Plaintiffs) and his March 7, 2017 Assignment (assigning his 19.35 % interest in TJ to his daughter Tamara Harris, with a life estate to Betsy).
134. Defendants have retained the income and proceeds from TJ's assets, without paying plaintiffs' their 19.35% interest, or depositing the same in escrow; and have completely failed to pay plaintiffs a dime with respect to the proceeds

obtained from the fraudulent sale of 17 Philip Court, in Huntington Station, NY.

135. Defendants also continue to conceal financial records regarding TJ's income, expenses, rent roll, and escrow deposits; and continue to inflate expenses to avoid payment to TJ's members- while ignoring demands for the same, as recently as May 7,2020.
136. This conduct, believed to include influencing a witness with personal knowledge of the 11/21/17 secret sale of 17 Philip Court (Edward Theodore), to remain silent about Allison and Lichtenstein's fraudulent conveyance- constitutes a breach of fiduciary duty.

**SIXTH CAUSE OF ACTION- CONVERSION** (Against Allison and Lichtenstein)

137. Plaintiff repeats and realleges all of the aforementioned allegations.
138. Plaintiffs own a 19.35% interest in TJ via the March 7,2017 Assignment.
139. Defendants Allison and Lichtenstein intentionally interfered with plaintiff's 19.35% interest, to the exclusion of plaintiff's right to possession of that interest by 1. dissipating TJ assets and pocketing "under the table money" from the secret sale of TJ Property, including the 11/21/17 sale of 17 Philip Court in Huntington Station; 2. Retaining plaintiffs' share from the monthly rental income of 82 East Third Street and inflating expenses- before making insufficient and sporadic deposits into escrow; 3. Trying to sell 82 East 3<sup>rd</sup> Street in a rushed sale for millions below its true value in an effort dissipate the asset and pocket all the money before the validity of Steven Harris'

Assignment and Will could be litigated; and barring access to TJ's financial records.

140. As such, defendants Allison Harris Schifini and Andrew Lichtenstein have intentionally, and without authority, exercised dominion and control over, and interfered with property and funds that belongs to plaintiffs, and have done so in derogation of plaintiffs' rights.
141. Defendants Allison and Lichtenstein have caused plaintiff to suffer injury as a result of their conversion.
142. Plaintiffs seek compensatory damages in the amount of \$ 5 million plus attorneys fees (which continue to accrue); emotional damages for the pain, suffering and anxiety defendants have caused in the amount of \$20 million and punitive damages for defendants malicious conduct in the amount of \$20 million.

**SEVENTH CAUSE OF ACTION- UNJUST ENRICHMENT**

143. Plaintiffs repeat and reallege the aforementioned allegations.
144. Defendants Andrew Lichtenstein and Allison Harris Schifini have benefited from their misconduct (including, but not limited to, pocketing plaintiff's share of rental income from the TJ asset at 82 E. 3<sup>rd</sup> Street instead of escrowing the full 19.35%; depriving plaintiffs of their 19.35% share of the proceeds from a fraudulent conveyance of 17 Philip Court via a secret transfer with under the table money; and inflating expenses to limit defendant's monthly disbursements to plaintiff via the escrow account).

145. The sporadic payments to escrow, which is supposed to account for plaintiffs' 19.35% share in TJ, is believed to have been de minimus because defendants Lichtenstein and Allison have been stealing plaintiff's share, fudging the books with inflated expenses, refusing to produce financial records for TJ, and collecting money from a secret conveyance of a TJ asset with under the table money being pocketed by both defendants- to the exclusion of plaintiff's 19.35% interest.
  146. Defendants Allison and Lichtenstein have caused plaintiff injury as a direct result of their conduct.
  147. Equity and good conscience require restitution to plaintiffs for defendants' vile, deceitful and fraudulent conduct.
  148. Plaintiffs seek compensatory damages in the amount of \$ 5 million plus attorneys fees (which continue to accrue); emotional damages for the pain, suffering and anxiety defendants have caused in the amount of \$20 million and punitive damages for defendants malicious conduct in the amount of \$20 million.
- EIGHTH CAUSE OF ACTION- MONEY HAD AND RECEIVED**
149. Plaintiff repeats and realleges the aforementioned allegations.
  150. The defendants Allison Harris Schifini and Andrew Lichtenstein received money belonging to plaintiffs, as set forth above.
  151. The defendants benefited from the receipt of the money.
  152. Under principles of good conscience the defendants should not be allowed to retain the money.

153. Defendants have causes injury to plaintiffs through their misconduct.
154. Plaintiff seeks compensatory damages in the amount of \$ 5 million plus attorneys fees (which continue to accrue); emotional damages for the pain, suffering and anxiety defendants have caused in the amount of \$20 million and punitive damages for defendants malicious conduct in the amount of \$20 million.

**NINTH CAUSE OF ACTION- MALICIOUS PROSECUTION**

(AGAINST BERNICE HARRIS AND ALLISON HARRIS SCHIFINI)

155. Bernice claims to be the wife of Steven Harris, now deceased, pursuant to the Verified Complaint in Index # 656962/17.
156. Allison is the Bernice's daughter and claims to be the product Steven's marriage to Bernice, pursuant to the Verified Complaint in Index # 656962/17.
157. Tamara Harris is the product of a relationship that Steven Harris maintained with Betsy Harris, which spanned over 40 years.
158. Bernice and Allison harbor intense animosity toward Tamara and Betsy as a result of this relationship.
159. Bernice Harris and Allison Harris Schifini commenced a lawsuit against Plaintiffs under Index # 656962/17, falsely accusing Betsy and Tamara Harris of embezzling, looting and diverting money, and maintaining a hidden Chase account with diverted funds; while knowing these allegations were false.
156. Bernice and Allison also falsely accused Tamara Harris of exercising control over a "Hidden Chase Account"- which was not hidden (and was openly

disclosed to defendants on May 8, 2017 and made part of the May 8, 2017 So-Ordered Stipulation in Index #154155/2017); and for which Tamara Harris has never been a signatory to, or had any dominion or control over.

157.Bernice and Allison also falsely accuse Tamara and Betsy of stealing from TJ Montana.

158.These allegations were all intentionally false and malicious.

159.Particularly with Tamara Harris, defendants Bernice and Allison knew there was not a scintilla of proof that Tamara Harris ever had access to any TJ account or any TJ funds, and certainly never stole TJ money.

160.These allegations were intentional, malicious, false, and brought by Allison and Bernice without probable cause.

161.These allegations, by Bernice and Allison, were initiated out of malice and spite for Tamara Harris, who is the product of the longstanding romantic relationship that Steven Harris had with Betsy Harris.

162.These allegations by Bernice and Allison were initiated out of malice and spite for Betsy Harris, who maintained a longstanding romantic relationship that Steven Harris.

163.All of Bernice and Allison's claims- related to allegations of embezzlement, diversion, looting and hidden bank accounts in the above lawsuit (Index #656962/17) were dismissed by Judge Bannon on 4/23/20.

164.This was a termination of that proceeding in plaintiffs' favor.

165. Defendants' lawsuit has accused Tamara and Betsy of acts that are criminal in nature (embezzlement, looting, diversion of over \$750,000, hiding stolen money in a "hidden" account).

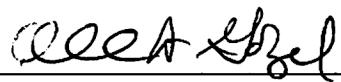
166. Plaintiff's have suffered special damages in that they have been stigmatized, suffered damage to reputation, and publicly accused of committing criminal acts in a civil forum- without a shred of evidence to substantiate these knowingly false allegations.

167. This lawsuit is viewable on the internet and has caused plaintiffs' to be stigmatized and embarrassed and has caused them great stress and anguish.

168. Tamara Harris, a practicing attorney, has also received inquiries from prospective clients about the alleged conduct on the internet and in Bernice and Allison's Verified Complaint (embezzlement, looting and diversion)- which has caused injury to her in a professional capacity and detrimentally impacted her ability to conduct business. and interfered with her ability obtain new clients.

169. Plaintiffs seek \$20 million in punitive damages on this cause of action and \$20 million in emotional damages; as well as compensation for legal fees and court costs in excess of \$250,000.

Dated: May 11, 2020  
Manhasset, NY

  
\_\_\_\_\_  
William Gogel  
Agulnick & Gogel, LLC  
Attorneys At Law  
1129 Northern Blvd- Suite 404  
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**VERIFICATION**

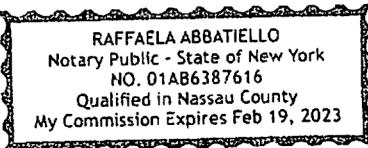
TAMARA HARRIS, being duly sworn, deposes and says:

I am the plaintiff in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe them to be true.

  
TAMARA M. HARRIS

Sworn to before me this 13 day of May 2020

  
\_\_\_\_\_  
NOTARY PUBLIC



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

-----X

BETSY HARRIS and TAMARA HARRIS,

Index No.: 154155/2017

Plaintiffs,

-against-

**AFFIRMATION OF SERVICE  
THROUGH THE NYS COURTS  
E-FILE SYSTEM**ANDREW LICHTENSTEIN, ALLISON HARRIS  
SCHIFINI and TJ MONTANA ENTERPRISES, LLC.,  
AND PHILIP COURT PORT WASHINGTON LLC,  
AND JOHN DOE (MEMBER.SHAREHOLDER  
17 PHILIP COURT PORT WASHINGTON LLC)

Defendants.

-----X

WILLIAM A. GOGEL, being an attorney duly admitted to Practice Law in the Courts of the State of New York, affirms to the truth of the following under penalty of Perjury: I am not a party to the action, am over 18 years of age, and reside of Nassau County, New York.

That on May 13 , 2020, I served a true copy of the within Amended and Supplemental Summons and Verified Complaint on the following law firm, who is counsel of record and registered user of the NYS Courts E-File System for this case, by virtue of filing above-mentioned document(s) on the NYS Courts E-File System.

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646-755- 3600

Dated: Manhasset, New York  
May 13 , 2020



William A. Gogel, LLC  
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(516) 466-6300

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

Index No. 154155/2017

BETSY HARRIS and TAMARA HARRIS

Plaintiffs

-against-

ANDREW LICHTENSTEIN, ALLISION HARRIS  
SCHIFINI and TJ MONTANA ENTERPRISES, LLC.,  
17 PHILIP COURT PORT WASHINGTON LLC,  
AND JOHN DOE (MEMBER/SHAREHOLDER  
17 PHILIP COURT PORT WASHINGTON LLC)

Defendants

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**VERIFIED COMPLAINT**

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(516) 466-6300  
Fax (212) 656-1645

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Attorney signature pursuant to Sec.130-  
1.1-a of the Rules of the Chief  
Administrator (22 NYCRR)

  
\_\_\_\_\_  
WILLIAM A. GOGEL

Service of a copy of the within is hereby admitted.

TO:

Dated: \_\_\_\_\_

Attorney(s) for