

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

589 LGA LLC,

Plaintiff,

-against-

GOLDEN DAWN JEWELRY CORP.,

Defendant.

Index No.:

Date Index No. Purchased:

SUMMONS

Plaintiff designates New York
County as the place of trial.

TO: GOLDEN DAWN JEWELRY CORP.
c/o New York Secretary of State
One Commerce Plaza
99 Washington Avenue
Albany, NY 12231

To the above named Defendant:

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 this summons, to serve a notice of appearance, on the Plaintiff's attorneys within 20 days after service of this summons, exclusive of the day of service (or within 30 days 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.

New York County is a proper venue for this action pursuant to CPLR § 503 as Plaintiff resides in New York County and New York is the county in which a substantial part of the events or omissions giving rise to the claim occurred, and pursuant to CPLR § 509.

Dated: New York, New York
January 13, 2025

STERN TANNENBAUM & BELL LLP

By: 

Karen S. Frieman

380 Lexington Avenue
New York, New York 10168
(212) 792-8484
Attorneys for Plaintiff 589 LGA LLC

MARSHAL'S LEGAL POSSESSION

Marshal's Docket# 401

Civil Court of the City Of New York
County of NEW YORK

Index No. 306521/24

589 LGA LLC

*Petitioner
Landlord*

against

Respondent Tenant

GOLDEN DAWN JEWELRY CORP. XYZ CORPORATION

Apt# SUITE 1503

589 FIFTH AVENUE SUITE 1503 IN THE
BUILDING
NEW YORK NY 10017

Respondent Undertenant

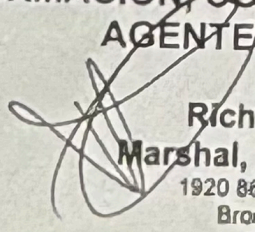
*Name of Tenant and/or undertenant being fictitious and unknown, person
intended, occupying*



CITY MARSHAL

THE LANDLORD HAS LEGAL POSSESSION OF THESE PREMISES.
FOR INFORMATION, CONTACT THE LANDLORD OR AGENT
IMMEDIATELY.

EL PROPIETARIO TIENE LA POSESIÓN LEGAL DE ESTAS PREMISAS.
PARA MÁS INFORMACIÓN, COMUNÍQUESE CON EL PROPIETARIO O
AGENTE DE INMEDIATO.


Richard Pagnotta
Marshal, City Of New York

1920 86th Street, Suite 2R
Brooklyn, NY 11214
(718) 855-3434

Date: 10/24/24

Anyone who defaces this legal notice or causes same to be defaced is guilty of a misdemeanor and will
be punished to the full extent of the law.

589 LGA LLC

PO BOX 12913
PHILADELPHIA, PA 19176

Rustam Borlako
Golden Dawn Jewelry Corp.
589 5th Avenue
Suite 1503
New York, NY 10018

Lease Statement

Account: 1589ny-t0058435-Golden Dawn Jewelry Corp

Prop Name: 589 LGA LLC

Assigned Spaces: 15-1503

Date: 08/01/2024

Payment: \$

Date	Description	Charges	Payments	Balance
	Balance Forward			146,552.12
7/1/2024	Base Rent (Office)	20,550.00	0.00	167,102.12
7/1/2024	R/E Tax Escalation (Office)	671.94	0.00	167,774.06
7/1/2024	Sub-metered Electric 4.29-5.29.24	678.04	0.00	168,452.10
7/1/2024	Sub-metered Electric Admin Fee 4.29-5.29.24	66.71	0.00	168,518.81
7/1/2024	Sub-metered Electric Tax 4.29-5.29.24	66.10	0.00	168,584.91
8/1/2024	Sub-metered Electric 5/29/24 - 6/27/24	1,068.51	0.00	169,653.42
8/1/2024	Sub-metered Electric Admin Fee 5/29/24 - 6/27/24	105.19	0.00	169,758.61
8/1/2024	Sub-metered Electric Tax 5/29/24 - 6/27/24	104.17	0.00	169,862.78
8/1/2024	5.24 Default Legal Fees	632.50	0.00	170,495.28
8/1/2024	7.24 Late Fee	2,607.31	0.00	173,102.59
8/1/2024	Base Rent (Office)	21,166.50	0.00	194,269.09
8/1/2024	R/E Tax Escalation (Office)	671.94	0.00	194,941.03
0-30 Days	31-60 Days	61-90 Days	Above 90 Days	Amount Due
26,356.12	26,250.64	23,815.42	118,518.85	194,941.03

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

-----	X	
589 LGA LLC,	:	
	:	Index No.
Plaintiff,	:	
	:	<u>COMPLAINT</u>
-against-	:	
	:	
GOLDEN DAWN JEWELRY CORP.,	:	
	:	
Defendant.	:	
-----	X	

Plaintiff 589 LGA LLC ("LGA" or "Plaintiff"), by its attorneys, Stern Tannenbaum & Bell LLP, for its Complaint against defendant Golden Dawn Jewelry Corp. ("Defendant"), alleges as follows:

PARTIES

1. LGA is a limited liability company duly organized under the laws of the State of Delaware and authorized to do business in New York with an address c/o Manova Partners, 420 S. Orange Avenue, Suite 190, Orlando, FL 32801, and, in January, 2024, 589 Fifth Ave., Suite 1702, New York, New York 10017. LGA is the owner of the land and building known by the street address 589 Fifth Avenue, New York, N.Y. 10017 (the "Building").
2. Upon information and belief, Defendant is a New York corporation which previously did business at the Building.
3. LGA was the landlord and Defendant was the tenant pursuant to the Agreement of Lease between LGA and Defendant dated May 17, 2023 (the "Lease"), for certain premises known as Suite 1503 (the "Demised Premises") in the Building.

JURISDICTION AND VENUE

4. Jurisdiction over Defendant exists pursuant to CPLR § 301.

5. In addition, Defendant subjected itself to the jurisdiction of this Court in Article 67 of the Lease.

6. Venue is properly laid in New York County pursuant to CPLR § 503 including because LGA resides in this County.

7. In addition, Defendant agreed that venue lies in this County in Article 67 of the Lease.

BACKGROUND

The Lease

8. The term of the Lease would expire by its terms, unless earlier terminated, on or about November 30, 2028.

9. Pursuant to Articles 2, 15, and 41 of the Lease, the Demised Premises were rented to be used and occupied "...solely as general, administrative and executive offices for the conduct of Tenant's business as a jeweler and as showroom space for exhibition and sale, at wholesale only, of jewelry...and for no other use or purpose," all as more fully set forth in said Article 41.

10. Pursuant to the Articles 1 and 37A and B of the Lease, Defendant agreed to pay to LGA without notice or demand, and without set off or deduction Fixed Rent in accordance with Article 37 of the Lease, in equal monthly installments in advance on the first day of each month.

11. Pursuant to Article 37A(1) of the Lease, Defendant agreed to pay to Landlord Fixed Rent for the period from the Commencement Date (such Commencement Date being August 1, 2023) through and including the day immediately preceding the first anniversary of the Commencement Date, in the amount of \$246,600.00 per annum, such amount to be paid in equal monthly installments of \$20,550.00, during such period.

12. Pursuant to Article 37A(2), Defendant agreed to pay to Landlord Fixed Rent for the period commencing on the 1st anniversary of the Commencement Date through the day immediately preceding the 2nd anniversary of the Commencement Date, in the amount of \$253,998.00 per annum, such amount to be paid in equal monthly installments of \$21,166.50, during such period.

13. The amounts due for Fixed Rent for periods on and after the second anniversary of the Commencement Date are set forth in Article 37A and B of the Lease.

14. Pursuant to Article 37D of the Lease, Fixed Rent was abated for 120 days following the Commencement Date (the “Abatement”).

15. Pursuant to Article 37D, the Abatement is null and void *ab initio* if LGA terminates the Lease or re-enters or repossesses the Demised Premises on account of any default by Tenant under the Lease in which case LGA is entitled to recover from Tenant, in addition to all other amounts Landlord is entitled to recover, the aggregate amount of Fixed Rent abated.

16. Pursuant to Articles 1 and 37C of the Lease, Defendant must also pay additional rent (“Additional Rent”) consisting of all sums of money or charges as shall become due from and be payable by Defendant under the Lease, “the default in the payment of which shall afford Landlord the same remedies as for the default in the payment of Fixed Rent...” Pursuant to Articles 1 and 37C of the Lease, Fixed Rent and Additional Rent are collectively referred to as “Rent” and are so referred to herein.

17. Pursuant to Articles 12 and 48 of the Lease, Defendant agreed to pay to LGA the costs, as set forth more specifically in said Article 48, of submetered electricity distributed to the Demised Premises, together with a ten percent (10%) administrative fee thereon, as Additional Rent simultaneously with each installment of Fixed Rent.

18. Pursuant to Article 39 of the Lease, Defendant agreed to pay to LGA real estate tax escalations as described in and computed in accordance with said Article 39.

19. Pursuant to Article 49 of the Lease, if Defendant fails to pay Rent within five (5) days after the same has become due and payable Defendant also must pay a late charge of \$500.00 and interest on the amount past due at the rate of 15% per annum or the lesser maximum rate permitted by law.

20. Pursuant to Article 18 of the Lease in the case of any default by Defendant and/or dispossession by summary proceedings: “(a) the rent, and Additional Rent, shall become due thereupon and be paid up to the time of such...dispossession,...; and/or (c) Tenant...shall also pay to Landlord as liquidated damages...any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the Premises for each month of the period which would otherwise have constituted the balance of the Term of this Lease,” all as further set forth in said Article 18.

21. Pursuant to Article 19 of the Lease, if LGA in connection with any default by Defendant in the payment of rent makes any expenditure or incurs any obligations for the payment of money, including but not limited to reasonable attorneys’ fees, in instituting, prosecuting or defending any action or proceeding, and prevails in any such action or proceeding, then Defendant must reimburse LGA for such sums so paid or obligations incurred, with interest and costs.

22. Pursuant to Article 50B of the Lease, “[w]hensoever any default by Tenant causes Landlord to incur attorneys’ fees and/or any costs or expenses,...Tenant agrees that is shall pay and/or reimburse Landlord, as Additional Rent hereunder, for such reasonable fees, costs or expenses...”

23. In addition, and also pursuant to Article 50B of the Lease, where, as here the Lease comes to an end, Tenant is liable to pay to LGA the unamortized portion of any brokerage commission or fees paid by LGA in connection with the Lease.

24. Pursuant to Article 45K of the Lease, Defendant agreed to indemnify LGA from any breach, violation or nonperformance of any covenant, condition or agreement in the Lease by Defendant.

25. Pursuant to Article 45K of the Lease, the indemnity contained in that provision and in any other provision of the Lease survives the termination of the Lease.

26. Pursuant to Article 64 of the Lease, any obligation of Defendant, including the obligation to make any payment, which may be performed after the termination of the Lease survives the termination of the Lease.

27. Pursuant to Articles 34 and 53 of the Lease, Tenant was required to, and did deposit with or provide to LGA \$61,650.00 as security (the "Security") for the faithful performance and observance by Tenant of the terms, provisions and conditions of the Lease. Pursuant to those provisions, in the event of a default by Tenant, Landlord may use, apply or retain the whole or any part of the Security to the extent required for the payment of any Rent or of any other sum expended by LGA or which it is required to expend by reason of Tenant's default.

28. LGA is entitled to apply and retain the Security and did so on or about December 17, 2024.

29. Pursuant to Article 67 of the Lease, the Lease is to be construed in accordance with the laws of New York.

30. Pursuant to Article 67 of the Lease, all actions and proceedings relating directly or

indirectly to the Lease are to be litigated only in courts located in the County of New York and Tenant subjected itself to the jurisdiction of the courts in that county.

31. Pursuant to Article 26 of the Lease, the parties waived trial by jury in any action arising out of or connected to the Lease.

The Summary Proceeding

32. On or about April 5, 2024, LGA commenced a summary non-payment proceeding against Defendant (and XYZ Corp. ("XYZ"), being any undertenant of Defendant or party in possession of the Demised Premises), in the Civil Court of the City of New York, County of New York bearing index no. LT-306521-24/NY (the "Summary Proceeding"), based on Defendant's default in the payment of Rent seeking possession of the Demised Premises and a money judgment for unpaid Rent through judgment, interest, and attorneys' fees and expenses.

33. Despite being properly served in the Summary Proceeding Defendant failed to answer or appear.

34. By Decision and Order dated September 4, 2024, and entered September 11, 2024 (the "Decision and Order"), the Civil Court in the Summary Proceeding granted LGA a judgment of possession of the Demised Premises as against Defendant and XYZ. The Decision and Order provided: "the request for a money judgment severed and preserved for a plenary action and dismissed without prejudice herein."

35. On September 4, 2024, in the Summary Proceeding the Civil Court issued a judgment of possession in favor of LGA and against Defendant and XYZ.

36. On or about October 24, 2024, and following proper notice, Defendant was lawfully evicted from the Demised Premises by the City Marshal.

FIRST CAUSE OF ACTION
(Breach of Contract)

37. LGA hereby repeats and realleges the allegations contained in paragraphs 1 through 36 above as though fully set forth herein.
38. The Lease constituted a valid and binding contract between LGA and Defendant.
39. LGA fully performed its obligations pursuant to the Lease.
40. Defendant is in breach of the Lease, including by failing to pay to LGA amounts due to it pursuant to the Lease.
41. As of January 1, 2025, there is due and owing from Defendant to LGA Rent in the amount of \$261,887.94, exclusive of interest, late fees and attorneys' fees and expenses.
42. In addition, pursuant to Article 37D of the Lease, because of Defendant's default under the Lease and LGA's repossession of the Demised Premises in the Summary Proceeding, LGA is entitled to recover from Defendant the Abatement in the amount of \$82,200.00.
43. Pursuant Article 18 of the Lease, Defendant continues to be liable to LGA for Rent for each month of remaining term of the Lease, subject to the Demised Premises being re-let (as set forth at greater length in the Lease).
44. The Demised Premises have not been re-let.
45. LGA has been damaged by Defendant's breaches of the Lease in an amount to be determined at trial but not less than \$344,087.94 (\$261,887.94 + \$82,200.00).
46. Additional Rent and other charges will continue to accrue and LGA reserves its right to seek to recover all additional amounts due under the Lease through judgment.

SECOND CAUSE OF ACTION
(Attorneys' Fees and Expenses)

47. LGA hereby repeats and realleges the allegations contained in paragraphs 1 through 36 and 38 through 46 above as though fully set forth herein.

48. LGA complied with all terms of the Lease and has been damaged by the breaches of the Lease by Defendant.

49. As a result of said breaches of the Lease, LGA has been damaged by being required to incur costs and attorneys' fees.

50. Pursuant to Articles 19, 45K and/or 50B of the Lease, LGA is entitled to recover from Defendant its attorneys' fees and expenses incurred and to be incurred as a result of Defendant's defaults, including but not limited to the fees and expenses incurred in this action and in the Summary Proceeding, in an amount to be determined at trial.

WHEREFORE, based on the foregoing, LGA respectfully requests that this Court enter judgment in its favor:

(a) on its first cause of action against Defendant for breach of the Lease in an amount to be determined at trial:

(i) in no event less than \$344,087.94, plus additional amounts which become due and accrue through judgment, all together with interest and late fees;

(b) on its second cause of action against Defendant for its attorneys' fees and disbursements in an amount to be determined at trial; and

(c) for such other and further relief as to this Court seems just and proper.

Dated: New York, New York
January 13, 2025

STERN TANNENBAUM & BELL LLP

By: 

Karen S. Frieman

380 Lexington Avenue

New York, New York 10168

(212) 792-8484

Attorneys for Plaintiff LGA 589 LLC