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JUNE 2016 | VOLUME 34

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BREAKING NEWS

NEW HUD GUIDELINES ON CRIMINAL BACKGROUND CHECKS COULD LIMIT ABILITY OF LANDLORDS, CO-OPS AND CONDOS TO SCREEN APARTMENT APPLICANTS



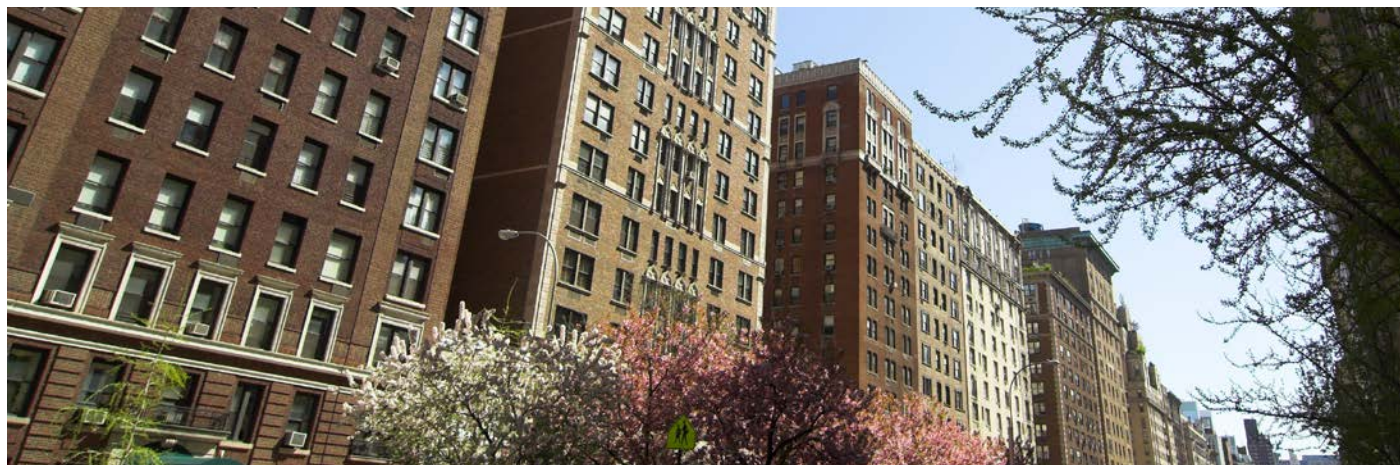
By Aaron Shmulewitz

On April 4, 2016 the United States Department of Housing and Urban Development ("HUD") issued "Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate Related Transactions"; the 10-page memo can be accessed [here](#).

The memo asserts that a housing provider's *mere performance of a criminal background check* on an apartment applicant could violate the Fair Housing Act simply because "criminal records-based barriers to housing are likely to have a disproportionate impact on minority home seekers". In other words, because members of certain demographic groups comprise a disproportionate percentage of persons with criminal backgrounds, performing a criminal background check and acting upon any findings

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could be prima facie discriminatory.

The memo states that “where a policy or practice that restricts access to housing on the basis of criminal history has a disparate impact on individuals of a particular race, national origin, or other protected class, such policy or practice is unlawful under the Fair Housing Act (the “FHA”) if it is not necessary to serve a substantial, legitimate, nondiscriminatory interest of the housing provider, or if such interest could be served by another practice that has a less discriminatory effect”.

The guidelines prescribe a multiprong test to determine if doing a criminal background check violates the FHA.

- Does a housing provider’s performing of criminal background checks result in a disparate impact on certain demographic groups? The memo appears to answer this in the affirmative, based on statistics cited in the memo.
- Does a housing provider’s performing of criminal background checks achieve a substantial, legitimate, non-discriminatory interest? The memo indicates that:
 - (i) a history of arrests only is to be

completely disregarded, and a housing determination based on arrest records only is prima facie violative of the FHA;

(ii) even if a housing rejection is based on an individual’s history of one or more *convictions*, “a housing provider must show that its policy accurately distinguishes between criminal conduct that indicates a *demonstrable risk to resident safety and/or property* and criminal conduct that does not ... a policy or practice that fails to consider the nature, severity, and recency of criminal conduct is unlikely to be proven necessary to serve a ‘substantial, legitimate, nondiscriminatory interest’ of the provider”—in other words, a housing provider must differentiate between different types of crimes. (It should be noted that the FHA *does* contain a statutory exception—it does not prohibit housing decisions based on the fact that an applicant has been convicted of the illegal manufacture or distribution of a controlled substance.)

- Is there a less discriminatory alternative than rejecting the applicant based on a convictions history? Did the housing provider consider relevant mitigating information, such as “the facts or circumstances surrounding the criminal conduct; the age of the

individual at the time of the conduct; evidence that the individual has maintained a good tenant history before and/or after the conviction or conduct; and evidence of rehabilitation efforts”?

The bottom line is that, while the guidelines do not (yet) have the force of law, they are clearly indicative of where HUD intends the law to go. If the new guidelines are actually followed, and if and when HUD chooses to start enforcing them, landlords and co-op and condo Boards (and their management companies) could face charges of housing discrimination for merely performing criminal background checks, and/or for making housing decisions based on their results. In not-uncommon fashion, apparently well-meaning intentions by a government agency have now: (i) potentially stripped away a reasonable means by which housing providers have been screening applicants against criminal backgrounds, and (ii) created a huge new layer of obligations that are, at the very least, highly impractical to administer, and a heaping helping of potential liability for failing to adhere to how HUD views the world.

Aaron Shmulewitz (ashmulewitz@bbwg.com) heads the firm’s Co-op/Condo practice.

REQUESTS TO SUBLET OR ASSIGN: HOW TO RESPOND



By Sherwin Belkin

Owners are often confronted by tenants who, for reasons legitimate or spurious, seek to have some other person occupy the apartment. Where the tenant seeks temporary absence, with an expressed intention to return prior to the expiration of the lease term, this is a request to sublet. If the tenant seeks, instead, to hand off the balance of the lease term to another person (who would then become the tenant on the lease) that is a request to assign. Generally, the request can only be made by a tenant with a lease in a building with four or more units.

The rules pertaining to the sublet and assignment process are many and are strictly construed. An Owner's failure to adhere to these rules can result in the owner consenting to the request, even if the Owner's true intention is to reject.

The process pertaining to a sublet request, as set forth in Real Property Law § 226-b, follows these basic steps:

- The tenant requests permission to sublet (this must be done in writing by certified mail, return receipt requested — although I caution that some judges have not held tenants to the same strict procedural requirements — if you receive a request, no matter how delivered to you, I urge you to address it).
- RPL §226-b provides that such request shall be accompanied by the

following information: (i) the term of the sublease, (ii) the name of the proposed sublessee, (iii) the business and permanent home address of the proposed sublessee, (iv) the tenant's reason for subletting, (v) the tenant's address for the term of the sublease, (vi) the written consent of any cotenant or guarantor of the lease, and (vii) a copy of the proposed sublease, to which a copy of the tenant's lease shall be attached if available, acknowledged by the tenant and proposed subtenant as being a true copy of such sublease.

- The owner has ten (10) days to request additional information pertaining to the request, if the owner wishes to do so — I caution that Owner's will be held to strict compliance; I suggest, to try to avoid any claim of non-compliance, that you try to send the request for additional information within ten days from the postmark on the envelope in which the tenant's request was mailed).
- If the Owner does not wish to request additional information, the Owner is not obligated to do so — in that instance, the response to the sublet request must be made within thirty days from the making of the request by the tenant.
- If the Owner does request additional information, the Owner's response to the sublet request must be made within thirty days from the submission of the additional

information by the tenant.

- An Owner that fails to timely respond to a request to sublet or assign is deemed to consent.

The rules pertaining to the Owner's response to a sublet or assignment request are different. As to a sublet request, an Owner's consent cannot be unreasonably withheld. If the Owner elects to reject, the rejection letter must carefully delineate a reasonable explanation for the rejection; setting forth both procedural and substantive infirmities in the request. A tenant that believes that a sublet denial was unreasonable may challenge that request in court (either by starting a lawsuit to declare the rejection unreasonable or proceeding with the sublet and forcing the owner to commence litigation where the reasonableness of the rejection will be adjudicated).

An Owner has more choices when it comes to an assignment request. An Owner can simply reject for no reason at all — but this allows the tenant to declare the lease over in thirty days. If the Owner reasonably rejects the assignment, the tenant can neither assign nor declare the lease over.

If the apartment at issue is rent stabilized, an additional layer of rules applies to a sublet request; for example:

- The apartment must be the tenant's primary residence;
- The tenant cannot sublet for more than 2 years out of any 4 year period;

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- The tenant can only charge a ten percent increase to the subtenant if the apartment is being sublet as fully furnished;
 - If the Owner consents, the Owner is entitled to a ten percent increase.
- Regarding consents to assignment requests, the Owner's increase is a vacancy allowance. This increase can encourage some owners to consent to an assignment if the assignee has been vetted and found to be a good prospective tenant.

The rules and procedures can form much of the basis for both the request for additional information and the sublet rejection – if that is what the Owner reasonably elects. Over the years, BBWG has developed a questionnaire that we use to request more information. The questionnaire follows the statutory criteria and delves into the various criteria that a tenant must meet in order to sublet. Use of the questionnaire has enabled us to find, in many instances pertaining to sublet requests, that the tenant's proffered explanation is not true; that is, for example, that the tenant is not a primary resident, or has no real intention to return, or is attempting to illegally profit

on the sublet. These, and other grounds, provide a reasonable basis for rejection.

Although an Owner's compliance with these procedures requires strict adherence to timing, method of mailing and expression of reasonableness, fully understanding these rules can also provide an Owner with the best opportunity to make a reasoned decision pertaining to the requests.

Sherwin Belkin (sbelkin@bbwg.com) is a founding partner of the firm and works in the firm's Administrative and Appeals Departments.

"I GUARANTY IT"



By Jeffrey Levine

A guaranty is normally a crucial aspect of any commercial lease transaction. Often, when a tenant fails to comply with its rental obligation, the guaranty agreement becomes the most significant tool for the landlord's recovery of the unpaid amounts. Crafting a commercial lease guaranty so as to provide clearly maximal protection for the landlord is imperative, since the purpose of the guaranty is to provide the landlord a means for recoupment of potential losses following its tenant's default under the terms of its lease.

Courts adhere to strict construction of guaranty agreements so as to provide the landlord with only those remedies that are expressly set forth in the guaranty, and to subject a guarantor to only those

obligations by which the guarantor intended to be bound. This rule of construction has been applied in many cases where commercial landlords have sought recovery under guaranty agreements.

In one such case, a landlord had sought recovery of accelerated rent from a guarantor of a six-year commercial lease where the guaranty had been drawn so as to apply only to the first two years of the lease and where the lease allowed the landlord, in the event of the tenant's default, to accelerate the rent due through the entire six-year term. The court ruled that a default by the tenant that had occurred within the first two years of the lease term entitled the landlord to recover from the guarantor the accelerated rent through the six-year term, despite the fact that the guaranty only applied during the first two years

of the lease. The court reasoned that, since the acceleration of the rent upon the occurrence of a default had been contemplated by the parties to the lease, and the acceleration, triggered by the tenant's default, took place within the two-year period covered by the guaranty, the guarantor's intention was to be responsible for payment of the full, six-year, accelerated rent.

Commercial landlords should be careful to craft guaranty agreements to afford them protections and remedies in the broadest possible range of circumstances, and should consult with their attorneys to ensure that they are protected to the fullest extent possible.

Jeffrey Levine (jlevine@bbwg.com) is a partner in BBWG's Litigation Department specializing in commercial lease disputes and commercial real estate matters.

THE DANGERS OF RELIANCE ON A CERTIFICATE OF INSURANCE IN SEEKING PROTECTION AS AN ADDITIONAL INSURED



By Robert Jacobs

In the real estate industry, the certificate of insurance (“COI”) is commonly relied upon by many as proof of insurance. However, as plainly indicated on the certificate of liability insurance that is routinely used—the “Accord 25”—the certificate is “issued for informational purposes only and confers no rights on the certificate holder ...” Notwithstanding the foregoing unambiguous legend at the top of the COI, many falsely believe that the COI is proof of insurance coverage. In reality, it is not.

The COI is commonly presented by a tenant or contractor as proof that the owner or landlord is covered as an “additional insured”. However, the “additional insured” status is not created by a COI. It is created by either: (i) a written contract between the parties (insured and additional insured) with a general endorsement in the insurance policy providing coverage to third parties that the named insured has contractually agreed to add as additional insureds to the policy, or (ii) an endorsement to the insured’s insurance policy specifically naming the third party as an additional insured. (An endorsement is an addendum to an insurance policy that restricts or enhances coverage.)

Since a COI is not proof of coverage, problems can arise when the COI is presented as proof that an owner is named as additional insured by a tenant’s contractor. Unless there is a written agreement between the owner and tenant’s contractor requiring the contractor to name the owner as an additional insured, the insurance company will not honor the COI unless the

owner is specifically named as additional insured in an endorsement to the contractor’s insurance policy or a special endorsement is added to the policy covering additional insureds. Obviously, without seeing such an endorsement, insurance coverage cannot be verified even if a COI is produced.

Another equally confusing aspect of being named as additional insured is the type of loss or claim actually covered by such status. For instance, an owner abutting a construction site is often required to be included as an additional insured in the developer’s insurance policy. As stated above, there must be a written agreement between the owner and developer requiring the owner to be named as additional insured or the owner must be specifically included as additional insured in an endorsement to the developer’s insurance policy. However, this type of coverage only covers the owner against claims made against the owner arising out of the developer’s work, as opposed to damages sustained directly by the owner as a result of the work. For example, if a tenant in the owner’s building suffers an injury due to the construction (say, by slipping on debris left on the sidewalk) and sues both the owner and the developer, the owner will have the right to make a claim directly to the developer’s insurance company for coverage as additional insured.

On the other hand, if the owner’s building is damaged by the developer’s work, even if the owner were named as an additional insured the owner cannot make a claim against the developer’s insurance company for such property damage. In such event, the owner will be relegated to making a claim to its own insurance company. The insurance company will then cover the loss, subject to the owner

agreeing to subrogation. (Subrogation permits the owner’s insurance company to step into the shoes of the owner and sue the developer for the amount paid out to the owner.) The developer will then most likely turn over the claim to its insurance company to defend and cover the potential loss.

In essence, being named as an additional insured by a developer’s insurance company protects the owner against third party claims arising out of the developer’s construction, but not against direct property damage to the owner’s building.

If the owner is named as an additional insured by the developer’s contractor’s insurance company, the same principles would apply. The owner would only be covered as additional insured if (i) there is a written agreement between the owner or contractor requiring owner to be named as an additional insured (which is rare), or (ii) the owner is named as additional insured in an endorsement to the developer’s insurance policy.

In sum, the Accord 25 COI cannot be relied upon as proof of being covered as additional insured under another party’s insurance policy. The policy and its endorsements must be reviewed to confirm such coverage. Second, in being named as additional insured, a party is only covered against third party claims and not with respect to property damage sustained by the owner from the adjoining construction.

This article was written by Robert Jacobs, a partner in the Transactional Department at BBWG. For information on certificates of insurance and related topics, please contact Mr. Jacobs at rjacobs@bbwg.com.

CO-OP | CONDO CORNER



By Aaron Shmulewitz

Aaron Shmulewitz heads the Firm's co-op/condo practice, consisting of more than 300 co-op and condo boards throughout the City, as well as sponsors of condominium conversions, and numerous purchasers and sellers of co-op and condo apartments, buildings, residences and other properties. If you would like to discuss any of the cases in this article or other related matter, you can reach Aaron at 212-867-4466 or (ashmulewitz@bbwg.com).

CO-OP SELLER CAN SUE BOARD FOR REJECTING PURCHASER ALLEGEDLY DUE TO TOO LOW PRICE, BUT APPARENTLY ACTUALLY BASED ON MARITAL STATUS DISCRIMINATION

Berkowitz v. 29 Woodmere Blvd. Owners', Inc. Supreme Court, Nassau County

COMMENT | The Board's subsequent acceptance of a different purchaser (a married couple) at a price 20% LOWER than the price offered by the rejected single male purchaser doomed the Board's case.

CONDO UNIT OWNER OBLIGATED TO PAY CONDO'S LEGAL AND LATE FEES, DESPITE PAYMENT OF ALL ARREARS DURING THE LITIGATION

The Board of Managers of One Strivers Row Condominium v. Giwa Appellate Division, 1st Department

COMMENT | The Court held that the payment was an admission that the common charges were due, defeating any claim by the Unit Owner to not pay lates or legals.

MATERIAL CHANGES TO CONDO OFFERING PLAN ENTITLE PURCHASERS TO RESCISSION

In Re Bradbeer v. Schneiderman Appellate Division, 1st Department

COMMENT | The Court overturned the Attorney General's uncharacteristic denial of rescission.

HOA OWNER CAN SUE BOARD MEMBER, BUT NOT MANAGING AGENT, OVER ASSESSMENT DECISION

Pascual v. Rustic Woods Homeowners Association, Inc. Appellate Division, 2nd Department

COMMENT | On this motion for summary judgment, the Court held that neither the Unit Owner nor the Board

had proven their respective cases under the business judgment rule, so the suit continues.

CONDO BOARD MEMBERS CAN BE SUED FOR BREACH OF FIDUCIARY DUTY FOR FAILING TO PURSUE A UNIT OWNER'S ALLEGATIONS OF WRONGDOING

Tsui v. Chou, Board of Managers of The Empire Condominium Appellate Division, 2nd Department

COMMENT | The business judgment rule did not shield the Board, because the Board members failed to even discuss or inform themselves regarding the allegations. A troubling decision.

CO-OP PRESIDENT CAN BE SUED FOR BREACH OF FIDUCIARY DUTY BASED ON SHAREHOLDER ALLEGATIONS OF SELF-DEALING

Irene David Realty, Inc. v. Moyal Appellate Division, 2nd Department

COMMENT | The allegations were that the president surreptitiously gained majority control of the cooperative, entered into subleases that benefited him, and forced the co-op to borrow money, all without independent Board approval.

CO-OP ENTITLED TO ATTORNEYS FEES EVEN THOUGH DELINQUENT SHAREHOLDER PAID ALL WITHHELD MAINTENANCE DURING TRIAL

Vanchiro v. Powells Cove Owners Corp. Appellate Division, 2nd Department

COMMENT | The Court held that the shareholder HAD indisputably been in default, even though later cured, so the co-op was entitled to recoup its legal fees under the proprietary lease.

CONDO BOARD CAN SUE SPONSOR AND PRINCIPAL FOR FRAUD AND RELATED CLAIMS, BUT CANNOT SUE NON-PRINCIPAL MEMBERS OF SPONSOR

Board of Managers of Beacon Tower Condominium v. 85 Adams Street, LLC Appellate Division, 2nd Department

COMMENT I The Court examined the factors necessary to pierce the corporate veil and found them wanting with regard to the non-principal members of sponsor.

PARTITION SALE OF CO-OP APARTMENT UPHELD, PER PARTIES' SETTLEMENT AGREEMENT

Robak v. Liu Supreme Court, New York County

COMMENT I Co-owners had agreed on the partition sale if the Board disapproved a requested transfer to one alone.

CO-OP BOARD UNREASONABLY DENIED TRANSFER TO ADULT SONS OF DECEASED SHAREHOLDER, AND NOW ALSO LIABLE FOR THEIR LEGAL FEES

Estate of Terzo v. 33 Fifth Avenue Owners, Inc. Appellate Division, 1st Department

COMMENT I Involving a common proprietary lease provision governing post-mortem transfers, the Board emphasized the poor finances of one son (while ignoring the excellent finances of the other), and claimed that it feared overcrowding by two families simultaneously.

SUBCONTRACTORS NOT LIABLE TO CONSTRUCTION MANAGER UNDER INDEMNITY PROVISIONS OF SUBCONTRACTS, FOR CONSTRUCTION DEFECT CLAIMS IN NEW CONDO BUILDING

Board of Managers of The 125 North 10th Condominium v. 125North10, LLC Supreme Court, Kings County

FRAUDULENT PURCHASE OF RESIDENTIAL UNIT FOR OPERATION OF DAY CARE CENTER ORDERED RESCINDED

Board of Managers of The Soundings Condominium v. Foerster Appellate Division, 1st Department

COMMENT I The purchaser had indicated residential use

on the waiver application; the Court held that the Board had been fraudulently induced to waive its ROFR based on that falsehood. This is a very powerful and far-reaching decision; BBWG represented the victorious condo.

CONDO LIEN SUBORDINATE TO MORTGAGE; SUCCESSFUL BIDDER AT LIEN FORECLOSURE SALE TAKES SUBJECT TO MORTGAGE

Board of Managers of Regents Park Gardens Condominium v. Chavez Appellate Division, 2nd Department

CO-OP LIABLE TO SHAREHOLDER FOR 100% MAINTENANCE ABATEMENT, PLUS 9% INTEREST, FOR NINE YEARS DUE TO FAILURE TO STOP SECOND-HAND SMOKE FROM PERMEATING INTO APARTMENT

Reinhard v. Connaught Tower Corp. Supreme Court, New York County

COMMENT I This is a sweeping decision holding co-ops strictly liable for breach of warranty of habitability, strongly implying that co-ops' only really effective remedy is to ban smoking in apartments.

CO-OP SHAREHOLDER OF PENTHOUSE APARTMENT ENTITLED TO EXCLUSIVE USE OF ENTIRE ROOF AREA, CAN BLOCK CO-OP'S PLANNED INSTALLATION OF COMMON SUNDECK

Rose v. 115 Tenants Corp. Supreme Court, New York County

COMMENT I The Court ruled based on historical usage, and the co-op's failure to counter the shareholder's evidence.

LANDLORD NOT OBLIGATED TO INSTALL DISABLED-ACCESSIBLE ENTRANCE TO APARTMENT, DUE TO STRUCTURAL INFEASIBILITY

Marine Holdings, LLC v. New York City Commission on Human Rights Appellate Division, 2nd Department

COMMENT I While not involving a co-op or condo, it is nevertheless instructive. The Court reversed a lower court decision that had awarded the tenant \$200,000.

DEVELOPER CANNOT BE SUED FOR FAILURE TO EXTEND CHIMNEY ON ADJACENT BUILDING AS REQUIRED BY LAW

West Chelsea Building LLC v. Guttman Appellate Division, 1st Department

COMMENT | The adjacent owner waited too long and is barred by the statute of limitations, even though the developer admittedly failed to give the notice required by law.

SHAREHOLDER CAN SUE CO-OP FOR UNREASONABLY DECLINING CONSENT TO ALTERATIONS

Pilipovic v. Laight Cooperative Corp. Appellate Division, 1st Department

COMMENT | The proprietary lease provided that consent to alterations could not be unreasonably withheld; indications of personal animus and ethnic discrimination didn't help.

CONDO UNIT OWNER CANNOT CHALLENGE BOARD'S BUDGET/EXPENSE DECISIONS, UNDER BUSINESS JUDGMENT RULE

Seligson v. Board of Managers of The 25 Charles Street Condominium Appellate Division, 1st Department

COMMENT | The Court held that the Unit Owner failed to show that the Board's decision was outside the scope of its authority, or not made in furtherance of the condo's purposes, or made in bad faith.

CASES OF NOTE



Partner **Orie Shapiro** successfully represented a midtown condominium with regard to violations filed by the Mayor's Office of Special Enforcement arising from a corporate Unit Owner's use of its apartment for illegal transient, "AirBnB-type" occupancy. The Unit Owner had claimed that each of the numerous transient occupants was allegedly a member of the entity, and that the short-term occupancies thus did not violate the law. The Condominium and the Mayor's Office joined forces against the Unit Owner. The ECB rejected the Unit Owner's novel claim, and upheld the Condominium and the City's position by sustaining the violations. The Condominium is continuing to proceed against the Unit Owner in a separate Supreme Court action.



Partner **Jeffrey L. Goldman** and associate **Scott Loffredo** obtained an award of almost \$90,000 in attorneys' fees to an Upper East Side condominium for BBWG's previously successful representation of it in a lawsuit against a Unit Owner who had denied access to his roof terrace and had constructed a large deck without Board consent.



TRANSACTIONS OF NOTE



Partner **Craig L. Price** represented the seller of an Upper East Side multifamily building in a section 1031 tax-deferred sale that included the need for litigation partner **Matthew Brett** to assist the seller in vacating multiple month-to-month tenants at the property.



Partner **Stephen Tretola** and associate **Cristina Riggio** handled the sale of a portfolio of commercial buildings in Brooklyn to an institutional purchaser for \$41 million.



NOTABLE ACHIEVEMENTS



Sherwin Belkin, a partner in the Firm's Appeals and Administrative Law Departments, responded to an inquiry in the "Ask Real Estate" feature of *The New York Times* Real Estate section on [May 1](#) regarding dealing with a delinquent-paying tenant. In addition, **Mr. Belkin's** article that appeared in the April edition of this newsletter, "What To Do About Short Term Rentals?", was reprinted in the [April edition](#) of the CHIP newsletter, and on [subletalert.com](#). (Related articles on short term rentals that appeared in the April edition of this newsletter are also reprinted at [subletalert.com](#).)



Joseph Burden, co-head of the Firm's Litigation Department, was quoted in the "Realty Law Digest" feature of *The New York Law Journal* on April 6, commenting on BBWG's successful representation of the owner in *Gomez v. Rossrock*, a case involving a tenant's J-51-based rent overcharge complaint.



Litigation co-head **Jeffrey L. Goldman** and the Firm were featured in a profile of law firms that represent Donald Trump, which appeared in the [April edition](#) of *The American Lawyer*, and in an [April 15](#) front-page article in *The New York Law Journal* on attorneys who represent Mr. Trump. **Mr. Goldman** was also quoted in articles in various publications discussing court skirmishes over Trump University's entitlement to a jury trial in its litigation with the New York State Attorney General's office, including *The Wall Street Journal*, *The New York Times*, *The New York Post*, and *The New York Daily News*.



Aaron Shmulewitz, head of BBWG's co-op/condo practice, was quoted regarding a contemplated New York City "mansion tax" at [Brick Underground](#), and at [www.newyork.citybizlist.com](#). **Mr. Shmulewitz** and the Firm were also referenced in an article in [Habitat](#) on paying maintenance by credit card.



Martin Heistein, head of the Firm's Administrative Law department, was quoted in an article that appeared in [Brick Underground](#) on May 13, discussing the importance of real estate tax abatements to continued development in New York.



On March 22, Transactional Department partner **Craig L. Price** and Administrative Law Department partner **Kara Rakowski**, presented on the topic of "Purchasing of Multi-Family Properties in NYC", as part of the TitleVest Broker Continuing Education program. **Mr. Price** also presented at Town Real Estate's Fifth Avenue office on March 30, on the topic of "The Ins and Outs of Townhouses". **Ms. Rakowski** was also quoted on issues involving pet bans and anti-discrimination laws in co-ops and condos, in [Habitat](#).

