



2. There are approximately 15,000 current Advantage Tenants who (i) were homeless, (ii) sought and were found eligible for temporary, emergency shelter, (iii) were determined to be eligible for rental assistance from Defendants that would enable them to obtain housing, (iv) were given documentation by Defendants stating that they were approved and certified by Defendants for Advantage subsidies, (v) were guaranteed by Defendants to receive Advantage assistance for one or two years, (vi) sought permanent housing on Defendants' terms and based on Defendants' guarantees, (vii) entered into leases with private landlords wherein Defendants guaranteed Advantage subsidy payments directly to the landlords for one or two years, and (viii) moved out of homeless shelters operated by Defendants and into private housing in exchange for Defendants' guarantees.

3. Each Advantage Tenant is thus a party to an Advantage program agreement ("Advantage Agreement") with Defendants, the terms of which are defined by one or more documents prepared and provided by Defendants. Pursuant to each of Defendants' Advantage Agreements with Advantage Tenants, Defendants are contractually obligated to pay a specified monthly rent subsidy directly to each Advantage Tenant's landlord for one or two years. Defendants' obligations under these Advantage Agreements are not contingent in any way on Defendants' fiscal condition.

4. Although Defendants are contractually obligated to Advantage Tenants to continue Advantage subsidy payments to Advantage Tenants' landlords, Defendants have announced and notified Advantage Tenants that, beginning April 1, 2011, they will discontinue their monthly subsidy rental payments. The Defendants' unilateral decision to discontinue their contractually obligated Advantage subsidy payments puts the 15,000 Advantage Tenants at immediate risk of irreparable injury, including eviction proceedings and homelessness.

5. By this action, Advantage Tenants seek (i) specific performance of Defendants' obligations under the Advantage Agreements with Advantage Tenants; (ii) a declaratory judgment that Defendants are contractually obligated to continue to make Advantage subsidy payments to Advantage Tenants' landlords for the remainder of the Advantage Agreements and for a second year if the Advantage Tenants meet Defendants' eligibility criteria; (iii) injunctive relief to prevent Defendants from discontinuing Advantage subsidy payments to Advantage Tenants' landlords prior to the expiration of Defendants' Advantage Agreements with Advantage Tenants; and (iv) injunctive relief to prevent Defendants from taking Advantage Tenants' property interests without due process of law.

#### **THE PARTIES, JURISDICTION AND VENUE**

6. Named Advantage Tenants and all others similarly situated are formerly homeless persons in New York City who applied for and obtained rent subsidies under Defendants' Advantage program.

7. Defendants' main offices are located in New York County. The underlying acts and omissions giving rise to this Complaint occurred in New York County. Accordingly, this Court has jurisdiction over the Defendants, and venue in New York County is proper pursuant to New York Civil Practice Law and Rules § 504.

#### **FACTUAL BACKGROUND AND NATURE OF THE DISPUTE**

8. Pursuant to the Final Judgment in Boston v. City of New York, Index No. 402295/08 (NY Sup. Ct.) (the "Boston Final Judgment"), Defendants are required to provide shelter to homeless families with children. Similarly, pursuant to the rulings and orders in Callahan v. Carey, Index No. 42582/79 (NY Sup. Ct.) ("Callahan"), and Eldredge v. Koch, Index No. 41494/82 (NY Sup. Ct.) ("Eldredge"), Defendants are required to provide shelter to homeless single adult women and homeless single adult men. One of the programs Defendants

implemented to assist placement of homeless New Yorkers in permanent housing is a short-term rental subsidy program in New York City known as Advantage.

9. Through the Advantage program, qualified homeless individuals and families who sought temporary, emergency shelter receive guaranteed Advantage rental subsidies from Defendants. Advantage enables the homeless individuals and families to obtain permanent private housing by subsidizing their rent (with payments by Defendants directly to recipients' landlords) for one or two years.

10. Homeless families who leave Defendants' homeless shelters to move into permanent housing through Advantage relieve Defendants of their obligations to provide them shelter under the Boston Final Judgment. Likewise, homeless single adult women and homeless single adult men who leave Defendants' homeless shelters to move into permanent housing through Advantage relieve Defendants of their obligations to provide them shelter under the rulings and orders in Callahan and Eldredge.

11. Defendants have provided materials regarding the eligibility requirements and terms of their Advantage program to the public through fliers, brochures, pamphlets, and DHS's website. None of Defendants' informational materials state that Defendants' assistance to Advantage recipients, once granted, is contingent in any way on Defendants' fiscal condition.

12. When homeless individuals or families are deemed eligible by Defendants for participation in Advantage, Defendants issue them a Certification Letter. Defendants' Certification Letter notifies the individuals or families that (i) they are eligible for the Advantage rental subsidy program, (ii) they may seek an apartment with a specified maximum monthly rent, (iii) they must continue to meet Advantage's eligibility criteria on the date of their lease signing, (iv) they should show the Certification Letter to landlords and brokers during their apartment

search, (v) they may be required to pay for a portion of their monthly rent if so determined by HRA based on their income and family circumstances, (vi) Defendants agree to pay a specified portion or all of their monthly rent directly to their landlord for one year, and (vii) Defendants agree to pay a portion or all of their monthly rent for a second year if they meet the Advantage eligibility criteria. Nowhere in the Certification Letter do Defendants condition their guarantees to pay part or all of the Advantage Tenants' rent on Defendants' fiscal condition.

13. An individual or family who was certified by Defendants to receive the Advantage rental subsidy can then sign a lease with a private landlord, thus becoming an Advantage Tenant.

14. Advantage Tenants were sometimes required by Defendants to sign an Advantage Program Participant Statement of Understanding ("Participant Statement"). A representative from DHS witnessed the Advantage Tenant's understanding of and signature to the Participant Statement and also signed the Participant Statement. The Participant Statement sets forth, among other things, that (i) the amount the Advantage Tenant must pay as monthly rent was fixed at the time of the Certification Letter and will not change for one year, (ii) the City will pay the entire first month's rent directly to the landlord, (iii) the Advantage Tenant may be responsible for a portion of the monthly rent for the remaining eleven months in the year and, if deemed eligible for a second year, twelve months in that second year, and (iv) the City will pay the specified monthly rent subsidy directly to the landlord for one year and for a second year if the Advantage Tenant meets the Advantage eligibility requirements. Nowhere in the Participant Statement do Defendants condition their guarantees to pay part or all of the Advantage Tenants' rent on Defendants' fiscal condition.

15. The Advantage landlords are sometimes required by Defendants to sign an Advantage Program Landlord Statement of Understanding (“Landlord Statement”). The Landlord Statement sets forth, among other things, that Defendants will make monthly subsidy payments directly to the landlord to cover a portion of the Advantage Tenants’ monthly rent. The Advantage Tenants are intended third party beneficiaries of Defendants’ commitments under the Landlord Statement. Nowhere in the Landlord Statement do Defendants condition their guarantees to pay part or all of the Advantage Tenants’ rent on Defendants’ fiscal condition.

16. When an Advantage Tenant signs a lease with a private landlord, an Advantage Lease Rider provided by Defendants is attached to the lease. The Advantage Lease Rider is signed by the Advantage Tenant, the landlord and a DHS representative. The Advantage Lease Rider provides, among other things, that the City will pay a monthly rent subsidy directly to the landlord for one year and for a second year if the Advantage Tenant meets certain criteria. Nowhere in the Advantage Lease Rider do Defendants condition their guarantees to pay part or all of the Advantage Tenants’ rent on Defendants’ fiscal condition.

17. Each Advantage Tenant is thus a party to an Advantage program agreement (“Advantage Agreement”) with Defendants, the terms of which are defined by one or more documents provided by Defendants, including, but not limited to, a Certification Letter, a Participant Statement, a Landlord Statement, and/or an Advantage Lease Rider. Under all of Advantage Tenants’ Advantage Agreements, Defendants agreed to pay a specified portion or all of each Advantage Tenant’s monthly rent directly to the Advantage Tenant’s landlord for one or two years.

18. Nowhere in the Advantage Agreements do Defendants condition their guarantees to pay part or all of the Advantage Tenants’ rent on Defendants’ fiscal condition.

19. On information and belief, Defendants, through their actions, statements and/or writings, have authorized the continuance of Advantage subsidy payments into a second year for some of the Advantage Tenants.

20. On information and belief, there are approximately 15,000 Advantage Tenants who currently receive Advantage subsidies in New York City pursuant to Advantage Agreements with Defendants.

21. On March 17, 2011, Defendants sent a letter to the State of New York's Office of Temporary and Disability Assistance ("OTDA") stating, among other things, that they were terminating Advantage subsidies for the 15,000 current Advantage Tenants living throughout the City.

22. On or about March 17, 2011, Defendants sent notifications to Advantage Tenants stating that, beginning April 1, 2011, Defendants will no longer pay the agreed upon Advantage subsidies to Advantage Tenants' landlords. Defendants' notifications did not provide for any meaningful pre- or post-termination review of Defendants' unilateral decision to discontinue Advantage subsidy payments for Advantage Tenants.

23. On or about March 17, 2011, Defendants sent notifications to Advantage landlords stating that, beginning April 1, 2011, Defendants will no longer make the Advantage subsidy payments for Advantage Tenants.

24. On or about March 19, 2011, Defendants announced on DHS's website that, beginning April 1, 2011, they will no longer make Advantage subsidy payments to Advantage Tenants' landlords.

25. Defendants' notification letters claim that their decision to discontinue Advantage subsidy payments for Advantage Tenants is based on 18 N.Y.C.R.R. § 352.3(a)(3)(ii). That

regulation, however, has no applicability to current Advantage Tenants because Defendants' contractual obligations to existing Advantage Tenants have already been executed and are binding. Defendants' contractual guarantees to pay part or all of the Advantage Tenants' rent are not contingent in any way on Defendants' fiscal condition. Moreover, on information and belief, Defendants are able to perform their obligations under the Advantage Agreements.

### **THE FACTUAL CIRCUMSTANCES OF THE NAMED ADVANTAGE TENANTS**

#### **Jasmine Zheng**

26. Jasmine Zheng, her daughter and young disabled son were homeless until late September 2010.

27. Ms. Zheng's son receives Social Security Income ("SSI") because he is severely autistic and has severe asthma.

28. While living in a homeless shelter, Ms. Zheng was found eligible by Defendants to participate in Defendants' Advantage program.

29. After finding Ms. Zheng eligible for Advantage, Defendants sent Ms. Zheng a Certification Letter guaranteeing monthly rental payments up to \$1,070 for one year to Ms. Zheng's landlord.

30. Defendant HRA classified Ms. Zheng as "needed at home," and thus unable to work, to care for her severely autistic son who also suffers from chronic asthma. Because of her son's disability and special needs, Defendants agreed to pay Ms. Zheng's full monthly rent under Advantage.

31. Based on Defendants' promise to pay up to \$1,070 per month on her behalf for one year, Ms. Zheng signed a lease for her apartment effective October 1, 2010 and moved her family out of a homeless shelter operated by Defendants and into a one-bedroom apartment in the Bronx.

32. On information and belief, Defendants, since October 1, 2010, have paid the full amount of Ms. Zheng's rent pursuant to their guarantees in their Advantage Agreement with Ms. Zheng.

33. On March 19, 2011, Ms. Zheng received a notice from Defendants stating that they would no longer make any Advantage rental subsidy payments to her landlord.

34. If Defendants do not continue to pay Ms. Zheng's monthly rent, she will face eviction proceedings and will have to return to a homeless shelter because she cannot afford to pay her rent on her own at this time.

35. Terrified that she would lose her family's home, Ms. Zheng sought help from the Coalition for the Homeless, a not-for-profit advocacy and direct service organization.

36. Ms. Zheng would not have entered into her current lease but for the Defendants' guarantees under their Advantage Agreement with Ms. Zheng.

37. Ms. Zheng, who was only recently able to put a roof over her children's heads and is devoted to caring for her young, disabled child, will suffer irreparable injuries as a result of Defendants' actions, including upheaval, distress and repeat homelessness for her and her children.

**A.T.**

38. Ms. T. is a survivor of domestic violence and a single parent to her daughter.

39. After Ms. T.'s husband was arrested and she obtained an order of protection against him, she was unable to afford their monthly rent payments and became homeless. Ms. T. applied for emergency shelter for her and her daughter from Defendants, and after enduring the arduous process, was placed in a domestic violence shelter in Manhattan.

40. After Ms. T lived with her daughter for some time at the shelter, Defendants certified her as an Advantage program recipient. Defendants' Certification Letter to Ms. T guaranteed Defendants' payment of a monthly rental subsidy to Ms. T.'s landlord for one or two years.

41. Ms. T. struggled to find an apartment, but eventually did become an Advantage Tenant in January 2011.

42. On January 3, 2011, Ms. T. signed Defendants' Participant Statement, under which Defendants agreed to pay the monthly rental subsidy directly to Ms. T's landlord for one or two years. A DHS representative signed the Participant Statement as well.

43. Based on Defendants' promise to pay the monthly rental subsidy on her behalf for one or two years, Ms. T. signed a lease for her apartment effective January 14, 2011 and moved her family out of the shelter operated by Defendants and into an apartment.

44. On information and belief, Defendants, since January 2011, have paid the monthly rental subsidy for Ms. T. pursuant to their guarantees in their Advantage Agreement with Ms. T.

45. On March 19, 2011, Ms. T. received a notice from Defendants stating that they would no longer make any Advantage rental subsidy payments to her landlord.

46. Terrified that she would lose her family's home, Ms. T. contacted The Legal Aid Society.

47. If Defendants do not continue to pay Ms. T.'s monthly rent subsidy, she will face eviction proceedings and will have to return to a homeless shelter with her daughter because she cannot afford to pay her rent on her own at this time.

48. Ms. T. would not have entered into her current lease but for the Defendants' guarantees under their Advantage Agreement with Ms. T.

49. Ms. T., who was only recently able to escape domestic violence, put a roof over her daughter's head and is struggling to start anew and make ends meet, will suffer irreparable injuries as a result of Defendants' actions, including upheaval, distress and repeat homelessness for her and her daughter.

### **CLASS-WIDE FACTUAL CIRCUMSTANCES**

50. As set forth above, Advantage Tenants entered into leases with private landlords after being certified by Defendants to receive Advantage rental assistance from Defendants.

51. Pursuant to the Advantage Agreement between each Advantage Tenant and Defendants, Defendants guaranteed payment of a monthly rental subsidy on behalf of Advantage Tenants directly to Advantage Tenants' landlords. None of these Advantage Agreements conditioned the Defendants' contractual obligations on Defendants' fiscal condition.

52. Defendants have formally notified Advantage Tenants and Advantage Tenants' landlords, and have announced publicly, that, as of April 1, 2011, they will no longer pay Advantage rental subsidies for Advantage Tenants.

53. If Defendants do not continue to pay the monthly subsidies directly to Advantage Tenants' landlords as agreed, Advantage Tenants will face eviction proceedings and be forced back into homelessness at great public expense. Indeed, an influx of up to 15,000 formerly homeless households back into the municipal shelter system will result in Defendants' non-compliance with the Boston Final Judgment and the rulings and orders in Callahan and Eldredge because Defendants will not be able to provide shelter for all of them.

54. Advantage Tenants, who have only recently escaped homelessness and are just beginning to rebuild their lives, will suffer irreparable injuries as a result of Defendants' actions.

Advantage Tenants would not have entered into their current leases but for the subsidy payment guarantees made by Defendants. Now, Advantage Tenants are stuck with apartments they cannot afford, and landlords will be forced to commence eviction proceedings. If Advantage Tenants lose their homes and their families are forced back into the homeless shelter system, many children will suffer. Advantage Tenants may lose their jobs and their children's education may be disrupted as a result of the upheaval. Moreover, the resulting damage to Advantage Tenants' credit will make it more difficult for Advantage Tenants to obtain employment and permanent housing in the future.

### **CLASS ACTION ALLEGATIONS**

55. Pursuant to Article 9 of the New York Civil Practice Law and Rules ("C.P.L.R."), certification of a class of Advantage Tenants in New York City is appropriate because (i) there are currently approximately 15,000 Advantage Tenants whose rent subsidies are being discontinued, and the class is too numerous to join each Advantage Tenant; (ii) common questions of law and fact about Defendants' obligations under the Advantage Agreements predominate; and (iii) the named Advantage Tenants are typical of the Advantage Tenants in New York City and will therefore be adequate and appropriate class representatives. Counsel for the Advantage Tenants is experienced in representing clients in complex class action litigation, including such litigation on behalf of homeless households in New York City, and will therefore be able to provide adequate and appropriate representation to the class in this litigation.

56. A class action is superior to all other available methods for this action because (i) Advantage Tenants are low-income persons who have recently escaped homelessness and are unable to pursue individual actions against Defendants, and (ii) the prosecution of separate

actions by Advantage Tenants would create a risk of inconsistent or varying adjudications and could establish incompatible standards of conduct for Defendants.

57. A class action is particularly appropriate in this case where the Defendants have failed to afford Advantage Tenants with meaningful pre- or post-termination review of Defendants' unilateral decision to discontinue Advantage subsidy payments for Advantage Tenants.

### **FIRST CLAIM FOR RELIEF**

(Specific Performance)

58. Advantage Tenants repeat and re-allege the allegations set forth in paragraphs 1 through 57 above.

59. Each Advantage Tenant entered into an Advantage Agreement with Defendants, the terms of which are defined by one or more documents prepared and provided by Defendants, including, but not limited to, a Certification Letter, a Participant Statement, a Landlord Statement, and/or an Advantage Lease Rider.

60. Under all of Advantage Tenants' Advantage Agreements, Defendants agreed to pay a specified portion of each Advantage Tenant's monthly rent directly to the Advantage Tenant's landlord for one or two years.

61. Advantage Tenants would not have left the homeless shelters they were living in and entered into their current leases but for the subsidy payment guarantees made by Defendants.

62. By leaving the homeless shelters operated by Defendants and moving into permanent housing through Advantage, Advantage Tenants alleviated Defendants' obligations to provide shelter under the Boston Final Judgment and the rulings and orders in Callahan and Eldredge.

63. Defendants' obligations under the Advantage Agreements with Advantage Tenants are not conditioned on Defendants' fiscal condition.

64. Advantage Tenants have complied with their obligations under the Advantage Agreements.

65. On information and belief, Defendants are able to fulfill their obligations under the Advantage Agreements.

66. Defendants are required to fulfill their obligations under the Advantage Agreements in order to comply with the Boston Final Judgment and the rulings and orders in Callahan and Eldredge, because an influx of up to 15,000 formerly homeless households back into the municipal shelter system will result in non-compliance with these rulings and orders, which require the provision of emergency shelter to homeless families with children, homeless single adult women and homeless single adult men.

67. Advantage Tenants have no adequate remedy at law.

### **SECOND CLAIM FOR RELIEF**

(Declaratory Judgment)

68. Advantage Tenants repeat and re-allege the allegations set forth in paragraphs 1 through 67 above.

69. Defendants agreed, and are contractually obligated, to pay a portion of Advantage Tenants' monthly rent directly to Advantage Tenants' landlords for at least one year.

70. Defendants' obligations under the Advantage Agreements with Advantage Tenants are not conditioned on Defendants' fiscal condition.

71. Defendants, despite their notifications and announcements to the contrary, may not discontinue Advantage subsidy payments to Advantage Tenants' landlords.

72. Plaintiffs seek a declaration from this Court that Defendants are contractually obligated (i) to continue to make their guaranteed Advantage subsidy payments to Advantage Tenants' landlords for the remainder of the Advantage Agreements and (ii) to make Advantage subsidy payments to Advantage Tenants' landlords for a second year if the Advantage Tenants meets Defendants' eligibility criteria.

73. Such a declaration is necessary and appropriate because Defendants announced that, as of April 1, 2011, Defendants will cease Advantage subsidy payments to Advantage Tenants' landlords and, as a result, landlords will commence eviction proceedings against Advantage Tenants imminently.

### **THIRD CLAIM FOR RELIEF**

(Injunctive Relief)

74. Advantage Tenants repeat and re-allege the allegations set forth in paragraphs 1 through 73 above.

75. Defendants announced their intention to cease Advantage subsidy payments to Advantage Tenants' landlords.

76. Defendants' announced intention to cease Advantage subsidy payments to Advantage Tenants' landlords violates the terms of the Advantage Agreements entered into by Defendants and Advantage Tenants.

77. Advantage Tenants, who have only recently escaped homelessness, will suffer irreparable injury, including facing eviction proceedings and the loss of their homes, unless an injunction is issued prohibiting Defendants from discontinuing Advantage subsidy payments to Advantage Tenants' landlords.

78. Advantage Tenants have no adequate remedy at law.

79. An injunction prohibiting Defendants from discontinuing Advantage subsidy payments on behalf of Advantage Tenants is necessary and appropriate because Defendants announced that, as of April 1, 2011, Defendants will cease Advantage subsidy payments to Advantage Tenants' landlords and, as a result, landlords will commence eviction proceedings against Advantage Tenants imminently.

#### **FOURTH CLAIM FOR RELIEF**

(Violation of Due Process)

80. Advantage Tenants repeat and re-allege the allegations set forth in paragraphs 1 through 79 above.

81. Defendants' obligations to make Advantage subsidy payments for Advantage Tenants under the Advantage Agreements are property rights to which Advantage Tenants are entitled.

82. Defendants, acting under color of law, unilaterally decided to discontinue Advantage subsidy payments for Advantage Tenants without affording Advantage Tenants due process of law.

83. Defendants, because they are contractually obligated, have no lawful reason to cease Advantage subsidy payments for Advantage Tenants.

84. Defendants' termination notices to Advantage Tenants did not provide for any meaningful pre- or post-termination review of Defendants' unilateral decision to discontinue Advantage subsidy payments for Advantage Tenants.

85. Defendants' notice of termination and termination of Advantage subsidy payments for Advantage Tenants deprive the Advantage Tenants of property without due process of law, in violation of the Due Process Clause of the United States Constitution, for which a

cause of action is created by 42 U.S.C. § 1983, and Section 6 of Article I of the New York State Constitution.

**REQUEST FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request that this Court enter a final judgment:

- a. certifying a class of all Advantage Tenants who are in receipt of Advantage subsidies in New York City;
- b. ordering Defendants' specific performance under the Advantage Agreements with Advantage Tenants;
- c. declaring that Defendants are contractually obligated to continue to make Advantage subsidy payments to Advantage Tenants' landlords under the Advantage Agreements;
- d. enjoining Defendants from discontinuing Advantage subsidy payments to Advantage Tenants' landlords under the Advantage Agreements;
- e. enjoining Defendants from discontinuing Advantage subsidy payments to Advantage Tenants without providing Advantage Tenants with due process of law;
- f. granting Advantage Tenants' counsel reasonable attorneys' fees and costs pursuant to 42 U.S.C. § 1988, New York Civil Practice Law Rules § 8601 *et seq.*, and New York Civil Practice Law Rules § 909 *et seq.*; and
- g. granting such other or further relief as is appropriate.

Dated: March 25, 2011



Steven Banks, Attorney-in-Chief  
Jane Sujen Bock, of counsel  
Joshua Goldfein, of counsel  
Judith Goldiner, of counsel  
THE LEGAL AID SOCIETY  
199 Water Street  
New York, NY 10038  
Tel: (212) 577-3300  
Fax: (212) 509-8761

- AND -

Debra A. Dandeneau  
Konrad L. Cailteux  
Isabella C. Lacayo  
Jesse Morris  
WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, NY 10153  
Tel: (212) 310-8000  
Fax: (212) 310-8007  
*Attorneys for Plaintiffs*

**VERIFICATION**

STATE OF NEW YORK    )  
  ss.:  
COUNTY OF NEW YORK )

STEVEN BANKS, an attorney duly admitted to practice before the courts of the State of New York, declares under penalty of perjury as follows:

I am the attorney for the plaintiffs in the above-captioned action. I have read the verified complaint and know the contents to be true to my own knowledge, except to those matters alleged on information and belief and as to those matters I believe them to be true. I further state that the grounds of my belief as to all matters in the verified complaint not stated to be upon my knowledge are based on information from the plaintiffs and a review of the relevant papers referenced in this verified complaint.

Dated: New York, New York  
March 25, 2011

  
\_\_\_\_\_  
STEVEN BANKS

VERIFICATION

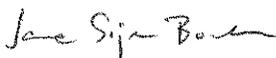
STATE OF NEW YORK,    )  
                                  ) ss.:  
COUNTY OF NEW YORK, )

I, JASMINE ZHENG, being duly sworn, deposes and says:

I have reviewed the foregoing Complaint and know the contents as they relate to me to be true to my own knowledge, except to those matters alleged on information and belief, and, as to those matters, I believe them to be true.

  
JASMINE ZHENG

Sworn to before me this 3<sup>rd</sup> day of March, 2011.

  
\_\_\_\_\_

Notary Public

**JANE SUJEN BOCK**  
Notary Public, State of New York  
No. 0280488445  
Qualified in New York County  
Commission Expires Oct. 1, 2014  
Nov. 26, 2014

VERIFICATION

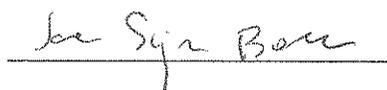
STATE OF NEW YORK,    )  
  ) ss.:  
COUNTY OF NEW YORK, )

I, A.T., being duly sworn, deposes and says:

I have reviewed the foregoing Complaint and know the contents as they relate to me to be true to my own knowledge, except to those matters alleged on information and belief, and, as to those matters, I believe them to be true.

  
A.T.

Sworn to before me this 25<sup>th</sup> day of March, 2011.

  
\_\_\_\_\_  
Notary Public

**JANE SUJEN BOCK**  
Notary Public, State of New York  
No. 02804968445  
Qualified in New York County  
Commission Expires ~~Oct 1, 2011~~  
Nov. 26, 2014